



Department
for Environment
Food & Rural Affairs

www.gov.uk/defra

Contract

2018 Seafish UK Fleet Socio-Economic Survey

**(2017 Economic Data & 2018 Employment
Data)**

Contract Reference: ECM 52792

Notice:

This document is commercially sensitive and confidential. Any person receiving this document in error must either return it to the Department for Environment, Food & Rural Affairs or destroy hard copies and delete electronic copies in their possession.

THIS CONTRACT is dated 22 August 2018

BETWEEN

(1) **The Secretary of State for Environment, Food and Rural Affairs**, acting as part of the Crown of Nobel House, 17 Smith Square, London SW1P 3JR (the “**Authority**”); and

(2) **The Sea Fish Industry Authority** of 18 Logie Mill, Logie Green Road, Edinburgh EH7 4HS (“**Seafish**”) (the “**Supplier**”)

(each a “**Party**” and together the “**Parties**”).

BACKGROUND

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

AGREED TERMS

1 Definitions and Interpretation

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

‘**Approval**’: the prior written consent of the Authority.

‘**Authority Website**’: www.gov.uk/government/organisations/defra.

‘**Commencement Date**’ has the meaning given to it in Clause 2.2.

‘**Contract Term**’: the period from the Commencement Date to the Expiry Date.

‘**Contracting Authority**’: an organisation defined as a contracting authority in Regulation 3 of the Public Contract Regulations 2006.

“**Data Loss Event**” means any event that results, or may result, in unauthorised access to Personal Data held by the Contractor 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**” means an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data.

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

“**Data Protection Officer**” has the meaning given in the GDPR.

“**Data Subject**” has the meaning given in the GDPR.

“**Data Subject Request**” means a request made by, or on behalf of, a Data Subject

in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data.

“Database Rights” means as rights in databases are defined in s.3A of Part 1 Chapter 1 of the Copyright, Designs and Patents Act 1988.

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

‘Deliverables’: all documents and materials created or developed by the Supplier or its agents, Sub-contractors, consultants, suppliers and Staff in providing the Services, in any form, including computer programs, data, reports and specifications (including drafts) as more particularly described in the Specification.

“DPA 2018” means the Data Protection Act 2018.

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

‘Expiry Date’ has the meaning given to it in Clause 2.2.

“FOIA” means the Freedom of Information Act 2000 and any subordinate legislation made under that Act from time to time 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’: any cause affecting the performance by a Party of its obligations under the Contract arising from acts, events, omissions or non-events beyond its reasonable control, including acts of God, riots, war, acts of terrorism, fire, flood, storm or earthquake and any disaster, but excluding any industrial dispute relating to the Supplier, its Staff or any other failure in the Supplier’s supply chain.

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

“GDPR” means the General Data Protection Regulation (Regulation (EU) 2016/679).

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

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

'IP Materials': all Intellectual Property Rights which are:

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

"LED" means Law Enforcement Directive (Directive (EU) 2016/680).

"Personal Data" has the meaning given in the GDPR.

"Personal Data Breach" has the meaning given in the GDPR.

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

"Processor" has the meaning given in the GDPR.

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

'Services' has the meaning given to it in Clause 2.1.

'Specification' means the agreed specification for the Services as set out in Schedule 1.

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

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

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

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

'VAT': Value Added Tax.

"Variation" has the meaning given to it in Clause 19.1.

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

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

- (a) words importing the singular meaning include where the context so admits the plural meaning and vice versa;
- (b) words importing the masculine include the feminine and the neuter;
- (c) reference to any statutory provision, enactment, order, regulation or other similar instrument are construed as a reference to the statutory provision enactment, order regulation or instrument (including any instrument of the European Union) as amended, replaced, consolidated or re-enacted from time to time, and

include any orders, regulations, codes of practice, instruments or other subordinate legislation made under it;

- (d) reference to any person includes natural persons and partnerships, firms and other incorporated bodies and all other legal persons of whatever kind and however constituted and their successors and permitted assigns or transferees;
- (e) the headings are inserted for ease of reference only and do not affect the interpretation or construction of the Contract;
- (f) references to the Services include references to the Goods;
- (g) references to Clauses and Schedules are to clauses and schedules of the Contract; and
- (h) the Schedules form part of the Contract and have effect as if set out in full in the body of the Contract and any reference to the Contract includes the Schedules.

2 Contract and Contract Term

- 2.1 The Supplier shall provide the Authority with the services set out in Schedule 1 (the “**Services**”) in accordance with the terms and conditions of the Contract.
- 2.2 The Contract is effective on 22 August 2018 (the “**Commencement Date**”) and ends on 30 June 2019 (the “**Expiry Date**”) unless terminated early or extended in accordance with the Contract.

3 Price and Payment

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

ssd.apmmo@defra.gsi.gov.uk

Defra Shared Services, Lion House, Willowburn Trading Estate, Alnwick,

Northumberland, NE66 2PF.

And to Marine Scotland at the following address:

Accounts Payables Team, Scottish Government, Area 3A North, Victoria Quay, Edinburgh, EH6 6QQ

3.5 The Supplier acknowledges that:

- a) if the Supplier does not include VAT on an invoice or does not include VAT at the correct rate, the Authority will not be liable to pay the Supplier any additional VAT;
- b) invoices which do not include the information set out in Clause 3.3 will be rejected and must be resubmitted by the Supplier.

3.6 Any late payment by the Authority of an undisputed Valid Invoice will be subject to interest at the rate of 3% above the base rate from time to time of Barclays Bank plc.

3.7 The Supplier shall not suspend provision of the Services if any payment is overdue.

3.8 The Supplier indemnifies the Authority on a continuing basis against any liability, including any interest, penalties or costs incurred, which is levied, demanded or assessed on the Authority at any time in respect of the Supplier's failure to account for or to pay any VAT relating to payments made to the Supplier under the Contract.

4 Extension of the Contract

The Authority may, by written notice to the Supplier, request an extension to the Contract for a further period up to 3 Months. Such a request shall be deemed to be a Variation and shall be assessed by the Supplier in accordance with the provisions of Clause 19.

5 Warranties and Representations

5.1 The Supplier confirms and represents that:

- (a) it has full capacity and authority and all necessary consents and regulatory approvals to enter into the Contract and to provide the Services;
- (b) the Contract is executed by a duly authorised representative of the Supplier;
- (c) in entering the Contract it has not committed any Fraud;
- (d) as at the Commencement Date, all information contained in its tender or other offer made by the Supplier to the Authority remains, in all material respects, true, accurate and not misleading, save as may have been specifically disclosed in writing to the Authority prior to execution of the Contract and that it will advise the Authority of any fact, matter or circumstance of which it may become aware which would render such information false or misleading;

- (e) no claim is being asserted and no litigation, arbitration or administrative proceeding is presently in progress or, to the best of its knowledge and belief, pending or threatened against it or any of its assets which will or might have a material adverse effect on its ability to perform its obligations under the Contract;
- (f) it is not subject to any contractual obligation, compliance with which is likely to have a material adverse effect on its ability to provide the Services;
- (g) no proceedings or other steps have been taken and not discharged (or, to the best of its knowledge, are threatened) for the winding up of the Supplier or for its dissolution or for the appointment of a receiver, administrative

receiver, liquidator, manager, administrator or similar in relation to any of the Supplier's assets or revenue;

- (h) it owns, or has obtained or is able to obtain valid licenses for, all Intellectual Property Rights that are necessary to provide the Services; and
- (i) Staff shall be engaged on terms which do not entitle them to any Intellectual Property Right in any IP Materials;
- (j) it will comply with its obligations under the Immigration, Asylum and Nationality Act 2006.

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

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

6 Service Standards

- 6.1 The Supplier shall provide the Services or procure that they are provided with reasonable skill and care, in accordance with Good Industry Practice prevailing from time to time and with Staff who are appropriately trained and qualified.
- 6.2 If the Services do not meet the Specification in all material respects, the Supplier shall at its own expense re-schedule and carry out the Services in accordance with the Specification within such reasonable time as may be specified by the Authority.
- 6.3 The Authority may by written notice to the Supplier reject any of the Deliverables which, in the reasonable opinion of the Authority, fail to meet

the Specification in all material respects. Such notice shall be given within 5 Working Days after delivery to the Authority of the Deliverables. If the Authority rejects any of the Deliverables it may (without prejudice to its other rights and remedies) have the affected Deliverable revised and/or updated by the Supplier so that it conforms in all material respects with the Specification and due delivery shall not be deemed to have taken place until the revision or update has occurred.

- 6.4 The Authority will be deemed to have accepted a Deliverable if it expressly states the same in writing or fails to reject the Deliverable in accordance with Clause 6.3.

7 Termination

- 7.1 The Authority may terminate the Contract at any time by giving 30 days written notice to the Supplier.

- 7.2 The Authority may terminate the Contract in whole or in part by notice to the Supplier with immediate effect and without compensation to the Supplier if:

- (a) being an individual, the Supplier is the subject of a bankruptcy order; has made a composition or arrangement with his creditors; dies or is adjudged incapable of managing his affairs within the meaning of Part VII of the Mental Health Act 1983;
- (b) being a company, the Supplier goes into compulsory winding up, or passes a resolution for voluntary winding up, or suffers an administrator, administrative receiver or receiver and manager to be appointed or to take possession over the whole or any part of its assets, is dissolved; or has entered into a voluntary arrangement with its creditors under the Insolvency Act 1986, or has proposed or entered into any scheme of arrangement or composition with its creditors under Part 26 of the Companies Act 2006; or has been dissolved;
- (c) being a partnership, limited liability partnership or unregistered company, the Supplier or an individual member of it goes into compulsory winding up; is dissolved; suffers an administrator or receiver or manager to be appointed over the whole or any part of its assets; or has entered into a composition or voluntary arrangement with its creditors;
- (d) the Supplier is in any case affected by any similar occurrence to any of the above in any jurisdiction;
- (e) subject to Clause 7.3, the Supplier commits a Default;
- (f) there is a change of control of the Supplier; or
- (g) the Supplier or Staff commits Fraud in relation to the Contract or any other contract with the Crown (including the Authority).

- 7.3 If the Supplier commits a Default which is capable of being remedied, the Authority may terminate the Contract pursuant to Clause 7.2(e) only if the Supplier has failed to remedy the Default within 20 Working Days of being notified of the Default by the Authority.

8 Consequences of Expiry or Termination

8.1 If the Authority terminates the Contract under Clause 7.1, all work carried out by the Supplier up until the date of termination shall be charged and payable on a pro-rata basis.

8.2 If the Authority terminates the Contract under Clause 7.2:

- (a) and then makes other arrangements for the supply of the Services (in line with reasonable market rates), the Authority may recover from the Supplier

the cost reasonably and properly incurred of making those other arrangements and any additional expenditure incurred by the Authority in connection with the arrangements for supply of Services throughout the remainder of the Contract Term; and

- (b) no further payments shall be payable by the Authority to the Supplier (for the Services supplied by the Supplier prior to termination and in accordance with the Contract but where the payment has yet to be made by the Authority), until the Authority has established the final cost of making the other arrangements envisaged under Clause 8.2(a).

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

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

8.3 Save as otherwise expressly provided in the Contract:

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

9 Liability, Indemnity and Insurance

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

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

9.2 The Supplier shall indemnify and keep indemnified the Authority against all claims, proceedings, demands, actions, damages, costs, breach of statutory duty,

expenses and any other liabilities which arise in tort (including negligence) default or breach of the Contract to the extent that any such loss or claim is due to the breach of contract, negligence, willful default or Fraud of itself or of Staff or Sub-contractors save to the extent that the same is directly caused by the negligence, breach of the Contract or applicable law by the Authority.

- 9.3 The Supplier shall not exclude liability for additional operational, administrative costs and/or expenses or wasted expenditure resulting from the direct Default of the Supplier.
- 9.4 Subject to Clause 9.1:
- (a) neither Party is liable to the other for any:
 - (i) loss of profits, business, revenue or goodwill;
 - (ii) loss of savings (whether anticipated or otherwise); and/or
 - (iii) indirect or consequential loss or damage
 - (b) each Party's total aggregate liability in respect of all claims, losses damages, whether arising from tort (including negligence), breach of contract, under any indemnity in this Contract, or otherwise under or in connection with the Contract, shall not exceed the value of the Contract (excluding VAT).
- 9.5 The Supplier shall, with effect from the Commencement Date and for such period as necessary to enable the Supplier to comply with its obligations under the Contract, take out and maintain with a reputable insurance company a policy or policies of insurance providing an adequate level of cover in respect of all risks which may be incurred by the Supplier, arising out of the Supplier's performance of its obligations under the Contract, including employer's liability, death or personal injury, loss of or damage to property or any other loss, including financial loss arising from any advice given or omitted to be given by the Supplier. Such insurance shall be maintained for the Contract Term and for a minimum of 6 years following the end of the Contract. The provisions of this clause shall not apply if and to the extent that the Supplier is self-insured due to its public sector status.
- 9.6 The Supplier shall give the Authority, on request, copies of all insurance policies referred to in this Clause or a broker's verification of insurance to demonstrate that the appropriate cover is in place, together with receipts or other evidence of payment of the latest premiums due under those policies.
- 9.7 If the Supplier fails to comply with Clauses 9.5 and 9.6 the Authority may make alternative arrangements to protect its interests and may recover the costs of such arrangements from the Supplier.
- 9.8 The provisions of any insurance or the amount of cover shall not relieve the Supplier of any liabilities under the Contract.
- 9.9 The Supplier shall not take any action or fail to take any reasonable action, or (to the extent that it is reasonably within its power) permit anything to occur in relation to the Supplier, which would entitle any insurer to refuse to pay any claim under any insurance policy in which the Supplier is an insured, a co-insured or additional insured person.

10 Confidentiality and Data Protection

10.1 Subject to Clause 10.2, unless agreed otherwise in writing, the Supplier shall, and shall procure that Staff shall, keep confidential all matters relating to the Contract.

10.2 Clause 10.1 shall not apply to any disclosure of information:

- (a) required by any applicable law;
- (b) that is reasonably required by persons engaged by the Supplier in performing the Supplier's obligations under the Contract;
- (c) where the Supplier can demonstrate that such information is already generally available and in the public domain other than as a result of a breach of Clause 10.1; or
- (d) which is already lawfully in the Supplier's possession prior to its disclosure by the Authority.

10.3 The Parties acknowledge that for the purposes of the Data Protection Legislation, the Authority is the Controller and the Supplier is the Processor unless otherwise specified in Schedule 4. The only processing that the Supplier is authorised to do is listed in Schedule 4 by the Authority and may not be determined by the Supplier.

10.4 The Supplier shall notify the Authority immediately if it considers that any of the Authority's instructions infringe the Data Protection Legislation.

10.5 The Supplier shall provide all reasonable assistance to the Authority in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Authority, include:

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

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

- a. process that Personal Data only in accordance with Schedule 4 unless the Supplier is required to do otherwise by Law. If it is so required the Supplier shall promptly notify the Authority before processing the Personal Data unless prohibited by Law;
- b. ensure that it has in place Protective Measures which are appropriate to protect against a Data Loss Event, which the Authority may reasonably reject (but failure to reject shall not amount to approval by the Authority of the adequacy of the Protective Measures), having taken account of the:

- (i) nature of the data to be protected;

(ii) harm that might result from a Data Loss Event;

(iii) state of technological development; and

(iv) cost of implementing any measures;

c. ensure that:

(i) the Staff do not process Personal Data except in accordance with this Contract (and in particular Schedule 4);

(ii) it takes all reasonable steps to ensure the reliability and integrity of any Staff who have access to the Personal Data and ensure that they:

1. are aware of and comply with the Supplier's duties under this clause;

2. are subject to appropriate confidentiality undertakings with the Supplier or any Sub-processor;

3. are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Authority or as otherwise permitted by this Contract; and

4. have undergone adequate training in the use, care, protection and handling of Personal Data; and

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

(i) the Authority or the Supplier has provided appropriate safeguards in relation to the transfer (whether in accordance with the GDPR Article 46 or LED Article 37) as determined by the Authority;

(ii) the Data Subject has enforceable rights and effective legal remedies;

(iii) the Supplier complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Authority in meeting its obligations); and

(iv) the Supplier complies with any reasonable instructions notified to it in advance by the Authority with respect to the processing of the Personal Data;

e. at the written direction of the Authority, delete or return Personal Data (and any copies of it) to the Authority on termination of the Contract unless the Supplier is required by Law to retain the Personal Data.

10.7 Subject to clause 10.6 the Supplier shall notify the Authority immediately if, in relation to any Personal Data processed in connection with its obligations under this Contract, it:

- a. receives a Data Subject Request (or purported Data Subject Request);
- b. receives a request to rectify, block or erase any Personal Data;
- c. receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
- d. receives any communication from the Information Commissioner or any other regulatory authority;
- e. receives a request from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
- f. becomes aware of a Data Loss Event.

10.8 The Supplier's obligation to notify under clause 10.7 shall include the provision of further information to the Authority in phases, as details become available.

10.9 Taking into account the nature of the processing, the Supplier shall provide the Authority with full assistance in relation to either Party's obligations under Data Protection Legislation in relation to any Personal Data processed in connection with its obligations under this Contract and any complaint, communication or request made under Clause 10.7 (and insofar as possible within the timescales reasonably required by the Authority) including by promptly providing:

- a. the Authority with full details and copies of the complaint, communication or request;
- b. such assistance as is reasonably requested by the Authority to enable the Authority to comply with a Data Subject Request within the relevant timescales set out in the Data Protection Legislation;
- c. the Authority, at its request, with any Personal Data it holds in relation to a Data Subject;
- d. assistance as requested by the Authority following any Data Loss Event;
- e. assistance as requested by the Authority with respect to any request from the Information Commissioner's Office, or any consultation by the Authority with the Information Commissioner's Office.

10.10 The Supplier shall maintain complete and accurate records and information to demonstrate its compliance with this clause 10. This requirement does not apply where the Supplier employs fewer than 250 staff, unless:

- a. the Authority determines that the processing is not occasional;
- b. the Authority determines the processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; or

- c. the Authority determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.
- 10.11 The Supplier shall allow for audits of its Personal Data processing activity by the Authority or the Authority's designated auditor.
- 10.12 Each Party shall designate its own Data Protection Officer if required by the Data Protection Legislation.
- 10.13 Before allowing any Sub-processor to process any Personal Data related to this Contract, the Supplier must:
 - a. notify the Authority in writing of the intended Sub-processor and processing;
 - b. obtain the written consent of the Authority; and
 - c. enter into a written agreement with the Sub-processor which give effect to the terms set out in this clause 10 such that they apply to the Sub-processor; and.
 - d. provide the Authority with such information regarding the Sub-processor as the Authority may reasonably require.
- 10.14 The Supplier shall remain fully liable for all acts or omissions of any of its Sub-processors.
- 10.15 The Authority may, at any time on not less than 30 Working Days' notice, revise this clause by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this Contract).
- 10.16 The Parties agree to take account of any non-mandatory guidance issued by the Information Commissioner's Office. The Authority may on not less than 30 Working Days' notice to the Supplier amend this Contract to ensure that it complies with any guidance issued by the Information Commissioner's Officer.
- 10.17 This clause 10 shall apply during the Contract Term and indefinitely after its expiry.

11 Freedom of Information

- 11.1 Each Party acknowledges that the other is subject to the Freedom of Information Act 2000 and the Environmental Information Regulations 2004 (the "**Information Acts**") and may be required to disclose certain information to third parties including information relating to this Contract pursuant to the Information Acts.
- 11.2 If a Party receives a request for information relating to the Contract pursuant to either of the Information Acts, that Party may disclose such information as necessary in order to comply with its duties under the Information Acts.

12 Intellectual Property Rights

- 12.1 The IP Materials shall vest in the Authority and Marine Scotland, and the Supplier shall not, and shall procure that Staff shall not, use or disclose any IP Materials without Approval save to the extent necessary for the Supplier to provide the Services.

12.2 The Supplier shall indemnify and keep indemnified the Authority and the Crown against all actions, claims, demands, losses, damages, costs and expenses and other liabilities which the Authority or the Crown may suffer or incur arising from any infringement or alleged infringement of any Intellectual Property Rights in connection with the use of the Deliverables except to the extent that they have been caused by or contributed to by the Authority's acts or omissions.

13 Prevention of Corruption and Fraud

13.1 The Supplier shall act within the provisions of the Bribery Act 2010.

13.2 The Supplier shall take all reasonable steps, in accordance with Good Industry Practice, to prevent Fraud by Staff and the Supplier (including its shareholders, members and directors) in connection with the receipt of money from the Authority.

13.3 The Supplier shall notify the Authority immediately if it has reason to suspect that Fraud has occurred, is occurring or is likely to occur.

14 Discrimination

14.1 The Supplier shall not unlawfully discriminate within the meaning and scope of any law, enactment, order or regulation relating to discrimination in employment.

14.2 The Supplier shall notify the Authority immediately in writing as soon as it becomes aware of any legal proceedings threatened or issued against it by Staff on the grounds of discrimination arising in connection with the Services.

15 Environmental and Ethical Policies

The Supplier shall provide the Services in accordance with the Authority's policies on the environment, sustainable and ethical procurement and timber and wood derived products, as updated or amended from time to time. Links to the current versions of these are provided in Schedule 3.

16 Health and Safety

16.1 Each Party will promptly notify the other Party of any health and safety hazards which may arise in connection with the Services.

16.2 While on the Authority's premises, the Supplier shall comply with the Authority's health and safety policies.

16.3 The Supplier shall notify the Authority immediately if any incident occurs in providing the Services on the Authority's premises which causes or may cause personal injury.

16.4 The Supplier shall comply with the requirements of the Health and Safety at Work etc Act 1976, and with any other acts, orders, regulations and codes of practice relating to health and safety, which may apply to Staff and other persons working on the Authority's premises when providing the Services.

16.5 The Supplier's health and safety policy statement (as required by the Health and Safety at Work etc. Act 1974) shall be made available to the Authority on request.

17 Monitoring and Audit

17.1 The Authority may monitor the provision of the Services and the Supplier shall co-operate, and shall procure that Staff and any Sub-contractors co-operate, with

the Authority in carrying out the monitoring at no additional charge to the Authority.

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

18 Transfer and Sub-Contracting

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

19 Variation

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

Variation; or

(b) refer the request to be dealt with under the Dispute Resolution Procedure.

20 Dispute Resolution

- 20.1 The Parties shall attempt in good faith to resolve any dispute between them arising out of the Contract within 10 Working Days of either Party notifying the other of the dispute and such efforts shall include the escalation of the dispute to the Supplier's Technical Director and the Authority's commercial director.
- 20.2 Nothing in this dispute resolution procedure shall prevent the Parties from seeking from any court of competent jurisdiction an interim order restraining the other Party from doing any act or compelling the other Party to do any act.
- 20.3 If the dispute cannot be resolved by the Parties pursuant to Clause 20.1 the Parties shall refer it to mediation pursuant to the procedure set out in Clauses 20.5 to 20.10.
- 20.4 The obligations of the Parties under the Contract shall not cease, or be suspended or delayed by the reference of a dispute to mediation and the Supplier and Staff shall comply fully with the requirements of the Contract at all times.
- 20.5 A neutral adviser or mediator (the "**Mediator**") shall be chosen by agreement between the Parties or, if they are unable to agree a Mediator within 10 Working Days after a request by one Party or if the chosen Mediator is unable to act, either Party shall within 10 Working Days from the date of the proposal to appoint a Mediator or within 10 Working Days of notice to either Party that he is unable or unwilling to act, apply to the Centre for Effective Dispute Resolution to appoint a Mediator.
- 20.6 The Parties shall, within 10 Working Days of the appointment of the Mediator, meet the Mediator to agree a programme for the disclosure of information and the structure to be adopted for negotiations. The Parties may at any stage seek assistance from the Centre for Effective Dispute Resolution to provide guidance on a suitable procedure.
- 20.7 Unless otherwise agreed, all negotiations connected with the dispute and any settlement agreement relating to it shall be conducted in confidence and without prejudice to the rights of the Parties in any future proceedings.
- 20.8 If the Parties reach agreement on the resolution of the dispute, the agreement shall be recorded in writing and shall be binding on the Parties once it is signed by their duly authorised representatives.
- 20.9 Failing agreement, either of the Parties may invite the Mediator to provide a non-binding but informative written opinion. Such opinion shall be provided on a without prejudice basis and shall not be used in evidence in any proceedings relating to the Contract without the prior written consent of both Parties.
- 20.10 If the Parties fail to reach agreement within 60 Working Days of the Mediator being appointed, or such longer period as may be agreed by the Parties, then the dispute may be referred to the Courts.
- 20.11 Subject to Clause 20.2, the Parties shall not institute court proceedings until the procedures set out in Clauses 20.1 and 20.5 to 20.10 have been completed.

21 Supplier's Status

21.1 Nothing in the Contract shall be construed as constituting a partnership between the Parties or as constituting either Party as the agent for the other for any purposes except as specified by the terms of the Contract.

21.2 The Supplier shall not (and shall ensure that Staff shall not) say or do anything that might lead any person to believe that the Supplier is acting as the agent, partner or employee of the Authority.

22 Notices

22.1 Notices shall be in writing and in English and shall be deemed given if signed by or on behalf of a duly authorised officer of the Party giving the notice and if left at, or sent by first class mail to the address of the receiving Party as specified in the Contract (or as amended from time to time by notice in writing to the other Party).

23 Entire Agreement

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

24 Third Party Rights

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

25 Waiver

25.1 The failure of either Party to insist upon strict performance of any provision of the Contract, or the failure of either Party to exercise, or any delay in exercising, any right or remedy shall not constitute a waiver of that right or remedy and shall not cause a diminution of the obligations established by the Contract.

25.2 No waiver shall be effective unless it is expressly stated to be a waiver and communicated to the other Party in writing.

25.3 A waiver of any right or remedy arising from a breach of the Contract shall not constitute a waiver of any right or remedy arising from any other or subsequent breach of the Contract.

26 Publicity

26.1 The Supplier shall not without Approval:

(a) make any press announcements or publicise the Contract or its contents in any way; or

(b) use the Authority's name or logo in any promotion or marketing or announcement.

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

27 Force Majeure

27.1 Except to the extent that the Supplier has not complied with any business continuity plan agreed with the Authority, neither Party shall be liable for any failure to

perform its obligations under the Contract if, and to the extent, that the failure is caused by act of God, war, riots, acts of terrorism, fire, flood, storm or earthquake and any disaster but excluding any industrial dispute relating to the Supplier, Staff or Sub-contractors.

- 27.2 If there is an event of Force Majeure, the affected Party shall use all reasonable endeavours to mitigate the effect of the event of Force Majeure on the performance of its obligations.

28 Governing Law and Jurisdiction

- 28.1 The Contract shall be governed by and interpreted in accordance with English law and shall be subject to the jurisdiction of the Courts of England and Wales.

- 28.2 The submission to such jurisdiction shall not limit the right of the Authority to take proceedings against the Supplier in any other court of competent jurisdiction and the taking of proceedings in any other court of competent jurisdiction shall not preclude the taking of proceedings in any other jurisdiction whether concurrently or not.

SCHEDULE 1

SPECIFICATION OF SERVICES

1 Project Definition and Personnel

- 1.1 The work is required to meet the United Kingdom's obligations to collect data in accordance with the Data Collection Framework Regulation - Regulation (EU) 2017/1004 of the European parliament and of the Council of 17 May 2017 and Commission Implementing Decision (EU) 2016/1251 of 12 July 2016.
- 1.2 The Project Initiation Document (PIDs) (Annex B) sets out the purpose, methodology and reporting arrangements for the project and specifies the personnel to be involved.

2 Project Deliverables and Outcomes

The Supplier shall:

- 2.1 Produce fleet economic and social data sets and upload these to the Joint Research Council (JRC) Scientific, Technical and Economic Committee for Fisheries (STECF) portal according to the requirements under the Data Collection Framework (DCF).
- 2.2 Contribute to the annual report for the Marine Management Organisation (MMO) to submit as part of the UK's Annual Economic Report to the European Commission, by 31 May each year.
- 2.3 Report from the Supplier to MMO and Marine Scotland describing the conduct and outcome of the project in relation to the plan detailed in the PIDs and the Annual Work Plan.
- 2.4 Prepare and store an anonymous database of estimated vessel costs and earnings for 2017 along with summary tables.
- 2.5 Use of database to produce ad-hoc datasets and economic evidence in order to complete stakeholder enquiries.
- 2.6 Prepare sophisticated analyses of the data which supports the Suppliers fleet profit forecast models which the Supplier can use to inform government policy.
- 2.7 Attendance at STECF sub-group as required to prepare the Annual Economic Report on the fishing fleet (attendance fee and expenses shall be paid for by the European Commission).

3 Governance

- 3.1 The Tenderer will be managed by an official within the Authority who will act as the Project Officer responsible for the day to day management of the contract. The contractor will appoint a Project Manager who will act as the principal point of contact for the Authority. Quarterly telephone meetings will be held to review progress and delivery of the fund and discuss any issues.
- 3.2 Once a year a steering group will meet to review progress, outcomes and delivery of the fund following the production of the annual report or EC data

call as appropriate. The steering group will consist of policy and evidence representatives from Defra's Rural Communities Policy Unit, Marine Scotland and representatives from the contractor.

- 3.3 The contractor will be responsible for organising and providing the secretarial and administrative support for steering group meetings. The Authority Project Officer will assist with booking meeting rooms at Defra's London/York offices, Marine Scotland's offices in Edinburgh or Seafish offices in Edinburgh, but the contractor will be expected to provide full secretariat and presentations as appropriate.

4 Contract Management (See Annex A)

- 4.1 The contract shall be managed in accordance with the Authority Terms and Conditions for services contracts'.

**SCHEDULE 2
PRICING
SCHEDULE**

- 1 Total payment shall not exceed **£193,000** exclusive of VAT which, where applicable, shall be charged at the rate prevailing at the time of invoice (based on VAT at 20% gives a total cost **£231,600**). Only those costs necessarily and actually incurred in connection with the Project up to the maximum stated above shall be paid.
- 2 Payment shall be made to the Supplier by the Marine Management Organisation and Scottish Government as follows:

Payment schedule for compulsory part of the contract	Payable when:	Net Value (exclusive of VAT)
First stage payment	1. Contract is signed and 2. MMO and MS have received written confirmation from the Supplier that data collection work is underway for the survey	£48,250
Second stage payment	1. PID Tasks 2-5 have been delivered or 2. Supplier has confirmed that they have been completed whether or not the JRC has made a call for data	£48,250
Second stage payment from the Scottish Government - 2016 Survey	1. PID Tasks 2-5 have been delivered or 2. Supplier has confirmed that they have been completed whether or not the JRC has made a call for data	£48,250
Final stage from MMO – 2016 Survey	1. PID Tasks 6 and 7 are delivered; and 2. Acceptance by EC that work has been carried out; and 3. Acceptance by EC of the economic data element of the Technical Report.	£48,250
Total payments made		£193,000

- 3 Provision of contingency funding to provide for additional work which may be required to satisfy additional EU data calls or issues raised in the analysis of data or to attend meetings and workshops supporting DCF objectives. This work has maximum value of £19,300 (excluding VAT). If additional work arises, the Supplier shall contact the MMO and discuss the time and cost requirements and reach agreement before initiating the work.

This work shall:

- Be invoiced separately to the main part of the work.
- Be invoiced when it arises.
- Be invoiced to the MMO who shall pay only 20% of the value of the work with the remainder coming from the EC.

SCHEDULE 3

DEFRA POLICIES

The link below is to Defra's 'Sustainable Procurement Policy Statement'.

www.gov.uk/government/publications/defra-s-sustainable-procurement-policy-statement

The link below is to Defra's 'Ethical Procurement Policy'.

www.gov.uk/government/publications/defra-s-ethical-procurement-policy-statement

SCHEDULE 4

PROCESSING, PERSONAL DATA AND DATA

SUBJECTS

1. This Schedule shall be completed by the Authority, who may take account of the view of the Supplier, however the final decision as to the content of this Schedule shall be with the Authority at its absolute discretion.
2. The contact details of the Authority Data Protection Officer are:

3. The contact details of the Supplier Data Protection Officer are:

4. The Supplier shall comply with any further written instructions with respect to processing by the Authority.
5. Any such further instructions shall be incorporated into this Schedule.

Data Processing descriptor	Narrative
Identity of the Controller and Processor	The Parties acknowledge that for the purposes of the Data Protection Legislation, the Authority is the Controller and the Supplier is the Processor in accordance with Clause 10.1.
Subject matter of the processing	The Processor will process personal data gathered during the field survey in order to contact vessel business owners and then collect their vessel business economic performance data. This performance data will allow the supplier to meet the requirements of Schedule 2. The Controller will supply the Processor with a register of business owners that includes personal data such as addresses and phone numbers in order to assist with this task.
Duration of the processing	22 August 2018 to 30 June 2019
Nature and purposes of the processing	Seafish will collect and record a variety of personal and business performance data during its summer field survey (as outlined in the attached PID). Data will be gathered via digital data collection and stored temporarily on a secure third party cloud server before being transferred to an Excel database in a secure location on the Seafish server. There may also be some cases where hard copy data is recorded and stored

	<p>securely if for any reason researchers are unable to use digital data collection forms.</p> <p>Personal data gathered will then be used to contact accountants and fishermen to gather the vessel performance data required to satisfy the requirements of schedule 2 and produce the agreed suite of reports. All participants read a participant information sheet before taking part and will sign a declaration to confirm they understand how their data will be stored and used.</p> <p>In addition, vessel business owners may opt to sign a form that allows Seafish to hold this data for up to three years for this express purpose. At the end of this three year period we will contact them to see if they wish to extend their permission for a further one or three years or will cease contacting them for these purposes if they choose to opt out.</p> <p>At no point will any individual data (whether personal or business related) be released to anyone outside of Seafish. All data will be aggregated before it is published.</p>
<p>Type of Personal Data</p>	<p>Vessel owner or skipper names, age, gender, nationality, qualifications, remuneration, working pattern, area of residence, address, telephone number, e-mail address, business name, vessel name and vessel identification (PLN number).</p> <p>We may also receive data on skipper and crew age, gender, nationality, qualifications, remuneration, area of residence and working patterns.</p> <p>Vessel owners and skippers may also choose to provide the name and contact details for their accountants.</p>
<p>Categories of Data Subject</p>	<p>Vessel business owners, vessel skippers, vessel crew, accountants working for the vessel business.</p>
<p>Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data</p>	<p>The Supplier is bound not to destroy the data after the processing is complete. The Supplier will preserve and securely store all data at the conclusion of the contract as per the legal requirements under the EU DCF to be able to revisit and review older data.</p> <p>Furthermore, the supplier will use time series data from previous years to produce reports designed to serve the industry and government.</p> <p>All participants will sign a declaration at the beginning of every interview to state they understand and consent to the use of their personal and vessel performance data for these specific purposes.</p> <p>Personal contact details (name, phone number, home address, e-mail) will be destroyed once it can no longer be used in the execution of this particular project which will most often but not always be three years after the participant has taken part in the initial interview.</p>

--	--

Annex A

Service Levels and Key Performance Indicators

Rationale

Key Performance Indicators (KPIs) are essential in order to align supplier performance with the requirements of the Authority and to do so in a fair and practical way. KPIs have to be realistic and achievable; they also have to be met otherwise indicating that the service is failing to deliver. Without the use of service credits in such a situation, this service failure places strain on the relationship as delivery fall short of agreed levels. As a result, the only recourse would be to terminate and seek alternative supply.

The use of a strong service credit regime accompanied by a proactive approach to correcting failures and addressing their cause improves the relationship and enables a partnership rather than a confrontational style of working. Its focus is on managing and improving service. It is NOT about taking cost out of the service to the Authority.

Service Credit Principles

The use of service credits is governed by the following principles:

- Service credits sit within the wider service management approach being pursued by The Contractor and the Authority.
- The service credit regime would be instigated on each occasion where there is a service failure (i.e. where a KPI is identified as having a 'Red status'). This would give rise to a remediation plan.
- Failure to achieve the performance target of a minimum 'Amber status' for KPI 2 may result in the final payment not being paid until resolved to the Authority's satisfaction.
- Failure to achieve the performance target of a minimum 'Amber status' for KPI 4 will result in the final payment not being paid until resolved to the Authority's satisfaction.
- Failure to achieve the overall performance target of a minimum of 'Amber status' for KPI's 1,3, & 5 in each quarter would result in the reimbursement of 5% of the total Warranty/In-service charges for the quarter in which the service failure occurred.
- Service failure in the subsequent quarters for the same KPI would have a cumulative effect – i.e. would increase the charges at risk for that service failure by a further 5% of the total Warranty/In service charges for the quarter during which the service failure persists.
- The maximum service credit is set at 50% of the charges in the appropriate quarter.
- Achieving the KPI within the next quarter renders that service failure resolved.
- The Authority has full and complete discretion on whether to claim all, part or none of a service credit to which it is due.
- Service credits claimed will be paid to the Authority as a credit note within a month following the date at which the service credits fell due.
- The full, agreed service credit regime will operate from the delivery date until the Authority ends the service support regime to a maximum of five years after the delivery date.

Metric	KPI	What is required to make this measurable	KPI Measurement	KPI Rating (1- 3 scale)		
				1	2	3
Contract Management	KPI 1 - Responsiveness	Contractor responds to service requests or issues within two (2) working days or before EC deadline as appropriate and agreed	The Contractor/ Supplier reacts within two (2) working days or before EC deadline as appropriate and agreed	Below expectations (less than 90% of the time)	Meets expectations (90% to 95% of the time)	Exceeds expectations (96% - 100% of the time)
Delivery & Support	KPI 2 - Delivery on time	The service is delivered before the deadline as agreed	Delivery against agreed timescales	Delivered after agreed delivery dates	Delivered on agreed delivery date	Delivered before agreed delivery date.
Quality	KPI 4 – Suitability	The service is accepted as suitable by the Authority.	The service meets the required standard	Strongly disagree	Neutral	Strongly Agree
Continuous Improvement	KPI 5 - Supplier provides recommendations for ongoing improvements to the management and operation of the fund.	Measured by the Authority's assessment based on annual monitoring and reporting	Where improvements are likely, view of how these advances are applied during Contract	Strongly disagree	Neutral	Strongly Agree

Governance

The Contractor shall attend service review and contract review meetings as requested by the Authority at their own expense.

Meeting	Activities	Inputs	Outputs	Attendees
<p>SERVICE REVIEW</p> <p>Frequency: Annually or as Requested</p>	<p>Review of performance, including service levels, KPIs and service credits.</p> <p>Ensure escalated issues and risks are acted upon.</p> <p>Contract Coverage - Ensure all work has been agreed prior to start and is covered under the contract and within a Purchase Order.</p> <p>Financial Management - Review spend against plans; resolving any escalated invoicing or payment issues. Review of overall financial risk.</p> <p>Capacity Planning - Reviewing demand and supply forecasts, driving alignment in the relationship, look for economies over time as well as improving ways of matching demand and supply.</p>	<p>Agenda / minutes of last meeting Minutes of Contract</p> <p>Review (where appropriate) Supplier's MI</p> <p>Active PO list / aged debt position</p> <p>Demand Forecast</p>	<p>Minutes / actions of meeting Key messages for Agency teams Key messages for Supplier teams Rolling forecast of demand</p>	<p>Authority Representative (Chair)</p> <p>Contractor Representative And Optional Invitees</p> <p>Procurement Category Manager</p> <p>Or nominated deputies</p>
<p>CONTRACT REVIEW</p> <p>Frequency: Initially at the start of the contract. Annually thereafter</p>	<p><u>Strategic Direction</u> Review the state of the relationship</p> <ul style="list-style-type: none"> •Is the relationship still driving strategic benefits? What have been the major successes and or issues? •Where can the relationship improve to align to the Agency strategy and apply 	<p>Agenda / minutes of last meeting</p> <p>Minutes of Agency business units review meetings</p> <p>Escalations</p> <p>Suggested Contract</p>	<p>Minutes/ actions of meeting</p> <p>Key messages for Agency units</p>	<p>Primary Budget holder (Chair)</p> <p>Authority Representative</p> <p>Procurement Category Manager</p> <p>Contractor Representative</p>

	<p>consistency</p> <ul style="list-style-type: none"> • think strategically. <p><u>Performance Review</u> Review of performance, including service levels, KPIs and service credits.</p> <p><u>Escalations</u> Ensure any unresolved issues/risks are actioned</p> <p><u>Contract Review and Administration</u> Ensure the contract is kept up to date, review list of amendments and/ or issues that need to be resolved.</p> <p><u>Relationship Direction</u> Improvements to the service</p>	improvements		Or nominated deputy
--	--	--------------	--	---------------------

Annex B

Project Initiation Document

Project Title	2018 Seafish UK Fleet Socio-Economic Survey (2017 Economic Data & 2018 Employment Data)
Project Manager	██████████
PID prepared by:	██████████
Date prepared:	January 2018

Approvals

Head of Team reviewed / approved:	
Date Head of Team reviewed / approved:	26 April 2018
Director reviewed / approved:	
Date Director approved:	14 May 2018

1. Project overview

Project summary *(Please provide a brief overview of the project, including aim(s) and relevant background context)*

Seafish Economics collects economic and social data on behalf of the UK. This data is used to

- Fulfil the UK's requirement to submit economic and social data to the UK.
- Produce analysis and evidence in the form of Seafish's suite of 'Quay Issues' reports.
- Support Seafish Economists in the provision of expert advice to decision makers from industry and government.

The current requirement to collect data enabling assessment of the socio-economic performance of the fisheries sector within and outside Union waters is set up in the European Parliament and Council Regulation No 1380/2013 on the Common Fisheries Policy (CFP). The regulation includes the collection and management of economic and social data. In 2017 the data collection requirements were updated by the recast Regulation (EU) 2017/1004 of the European Parliament and of the Council on the 17th May 2017 which sets out the basis for the Data Collection Framework (DCF).

Decision (EU) 2016/1251 includes details of the variables that are to be collected. The DCF regulation anticipates economic and social data collection will be used for assessing the socio-economic impact of the landings obligation (discard ban), regionalisation and impacts of other aspects of the CFP and financial support provided under the European Maritime and Fisheries Fund (EMFF). The data will also be used by both Seafish and government to assess the possible impacts of EU exit on the UK fishing industry.

In order to meet the DCF requirements, each Member State is required to set out the programme of work they will undertake in an Annual Work Plan (AWP). The rules on the format and content of AWP's are set out in Commission Implementing Decision (EU) 2016/1701 of 19 August 2016. The requirement to submit economic information on the UK fishing fleet as set out in the UK's AWP is met through a survey carried out by Seafish.

Seafish Economics has a proven record for collecting and analysing data from the UK fishing fleet. For many years Seafish has gathered the economic data that was submitted to the EU to meet the requirements of the DCF. In 2017 Seafish conducted a pilot study in order to develop a method for the collection of the newly added social variables.

In 2017 economic and social variables were collected via two separate surveys. Based on the findings of the Seafish employment survey pilot and subsequent annual economic survey in 2017, the two surveys have been combined into a single survey to avoid survey fatigue and ensure samples are comparable.

Project outputs *(Please explain how the project aligns with the work programme outputs. What are the specific outputs of the project)*

1. DCF dataset ready to upload to the STECF (JRC) portal when called for.
2. Technical tables to be submitted to MMO in accordance with MMO contracts.
3. Socio-economic data on the UK fishing fleet that can be used to generate industry wide estimates.

Scope of project (*what is in scope for the project, what are the project boundaries*)

- All UK-registered fishing vessels belonging to all Seafish and DCF defined fleet segments and their workers are included in the survey population. This includes foreign-owned but UK-flagged vessels and their workers.
- Minimum desired sample sizes per DCF segment will be agreed as per the National Programme set out by Seafish and the MMO and agreed by the European Commission. These samples should be suitable to ensure reliable and robust estimations of costs and other required variables for DCF fleet segments.
- Seafish will collect business financial data via a questionnaire and financial accounts. Seafish will also collect social data relating the crew and onshore workers of vessels in the sample through a questionnaire. Earnings information, prices, species landings, vessel characteristics and effort data will be collected by the MMO and supplied to Seafish in time to support the data upload deadlines.

The variables required for the DCF submission are listed in the appendix 1.

Exclusions (*what is not included in the project which may have been considered*)

- We will not collect data on vessels or UK catching sector employees working on vessels registered in the Isle of Man and the Channel Islands. Non-active vessels will not be included (even though there may be some labour associated with a vessel in a year when it conducts no fishing activity).

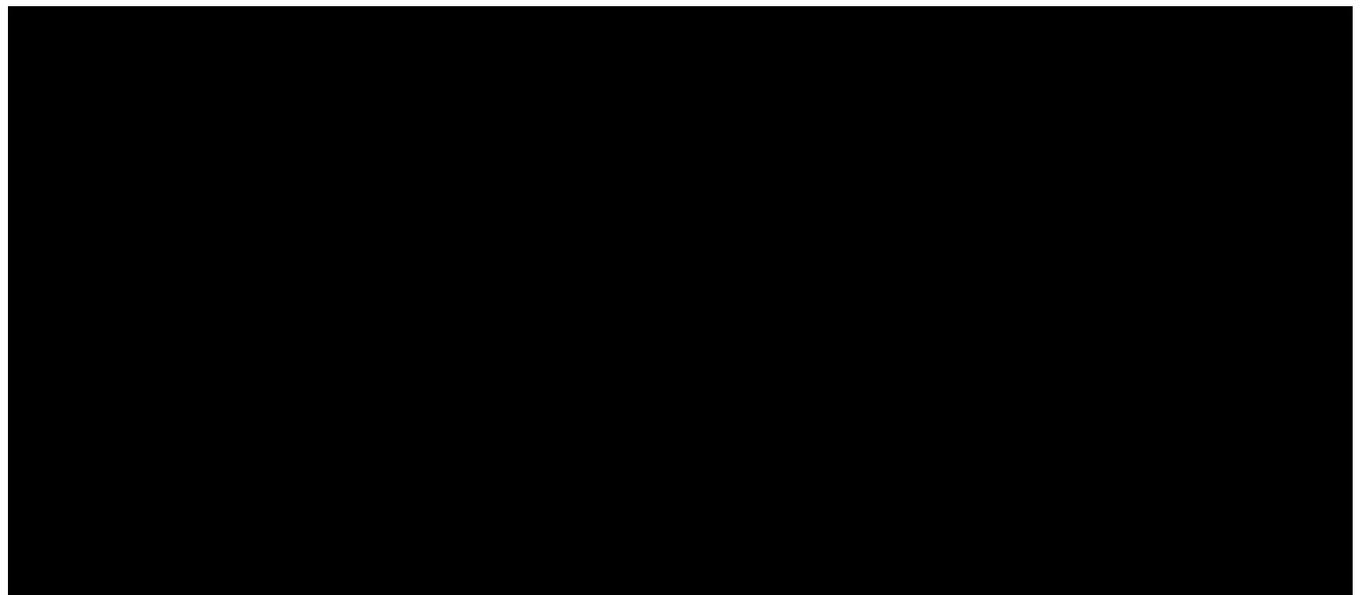
2. Resources

Detail the resources needed to deliver the project.

Staff resources



Budget



Income (clarify source)	
Marine Management Organisation (MMO) and Marine Scotland (Scottish Government)	£193,000

Other resources required *this could include information, data sets, information systems e.g. software etc. If Information systems, please contact a member of the IS team.*

3. Project controls

These require that the project manager reports to the project owner when the project is not going according to plan. The project size (small, medium or large) will determine the types and levels of tolerance levels, but you should detail here the reporting and monitoring mechanisms.

Tolerances on cost / time against the planned schedule

(for example Green = +/- 10%, Amber = +/- 10-20%, Red = >20%)

- If the forecast indicates that the project will run over or under the project plan, the Project Manager will notify [REDACTED]; an exception report and plan to rectify the situation will be developed.

Other control measures (delete / list as appropriate including dates etc)

- Milestone reviews
- Scheduled project meetings
- Financial controls – quotes, tenders issued, financial guidelines / procurement procedures to be followed
- KPIs are set as standard as part of the MMO contract.

All projects must include the following

- Monthly progress report (to be completed by the project manager by 10th working day of each calendar month)
- End of project review form

Reporting structure and decision making (who has the authority to approve changes e.g. to scope, budget, timetable, are there any groups that influence decision making e.g. advisory groups. Explain what that influence is, how they impact on the project)

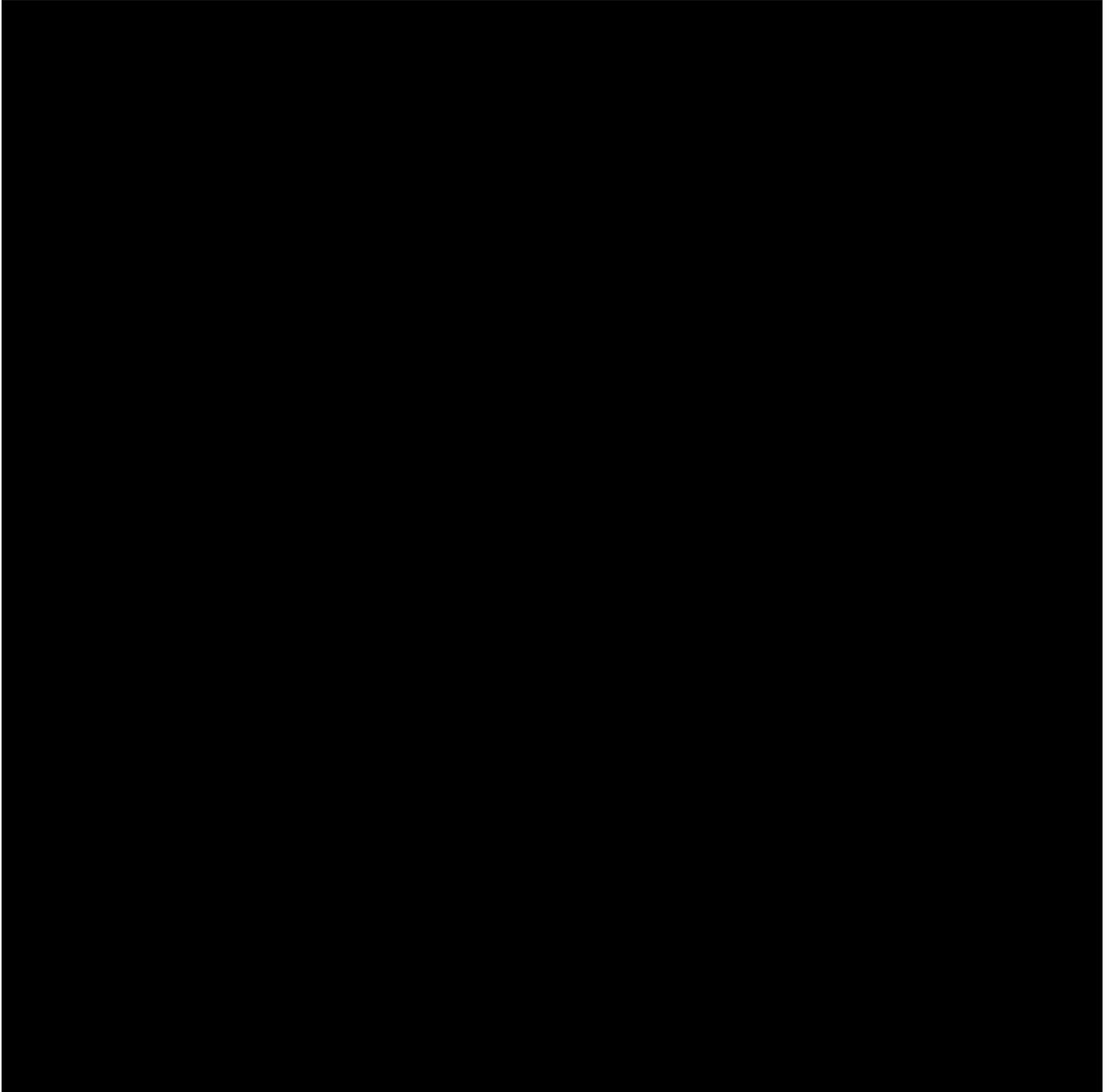
Internal

[REDACTED]

External (include names)

[REDACTED]

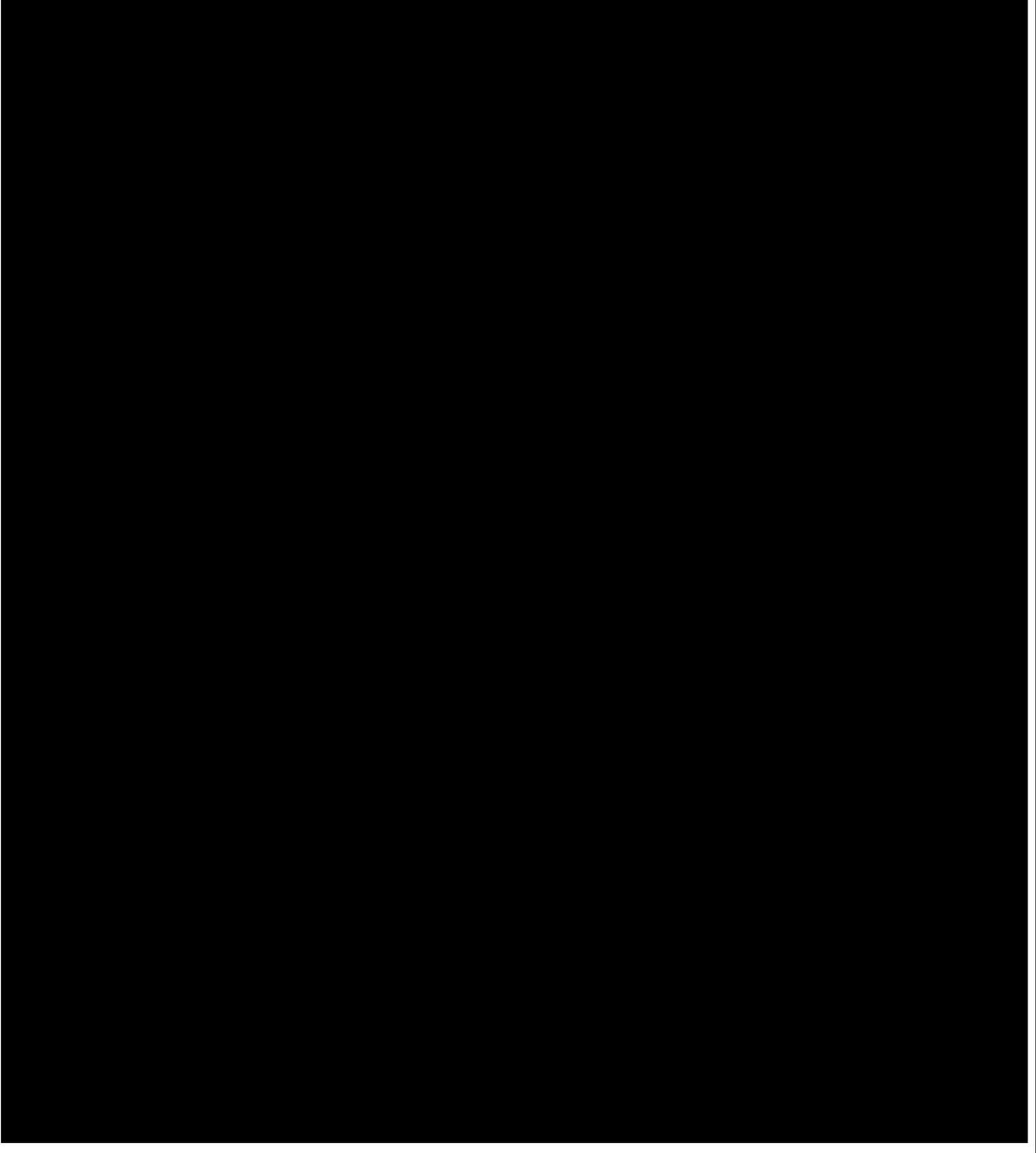
4. Information systems and assets





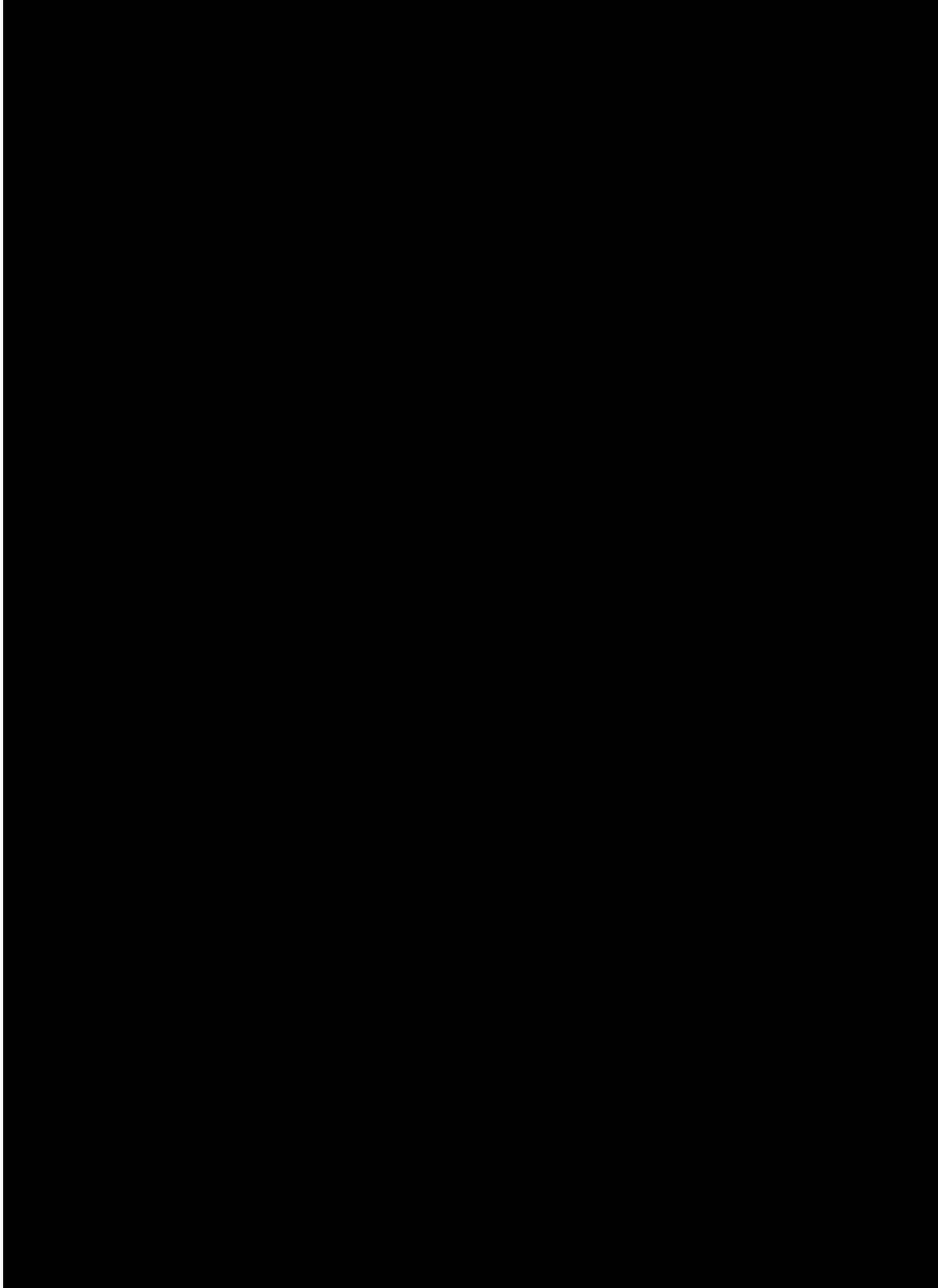
5. Project delivery

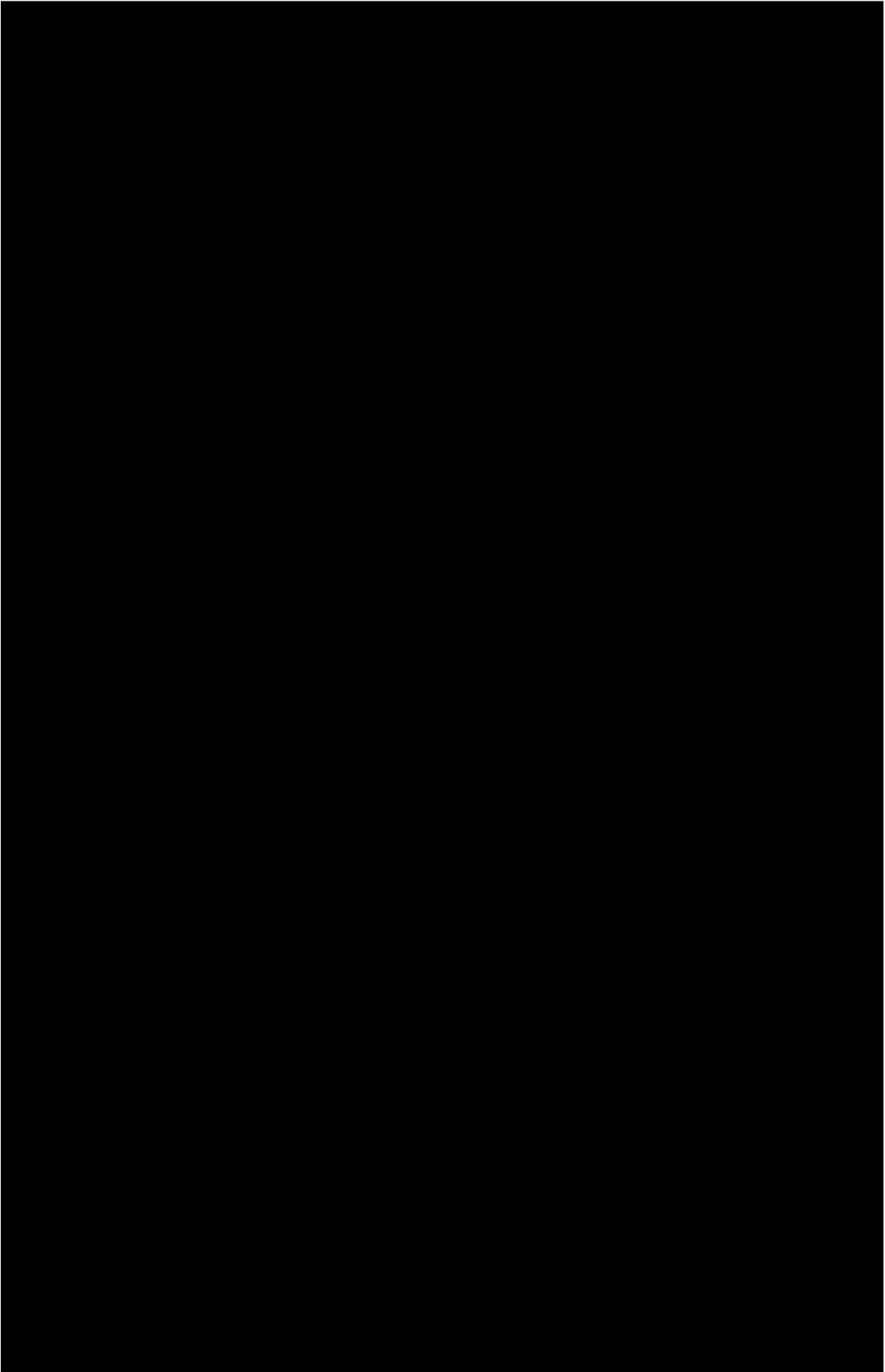
How will the project be undertaken (provide a brief summary of how the project will be undertaken e.g. delivered internally, using external contractors, does it include primary research etc. Further details should be provided in the Gantt chart and 'explanation')

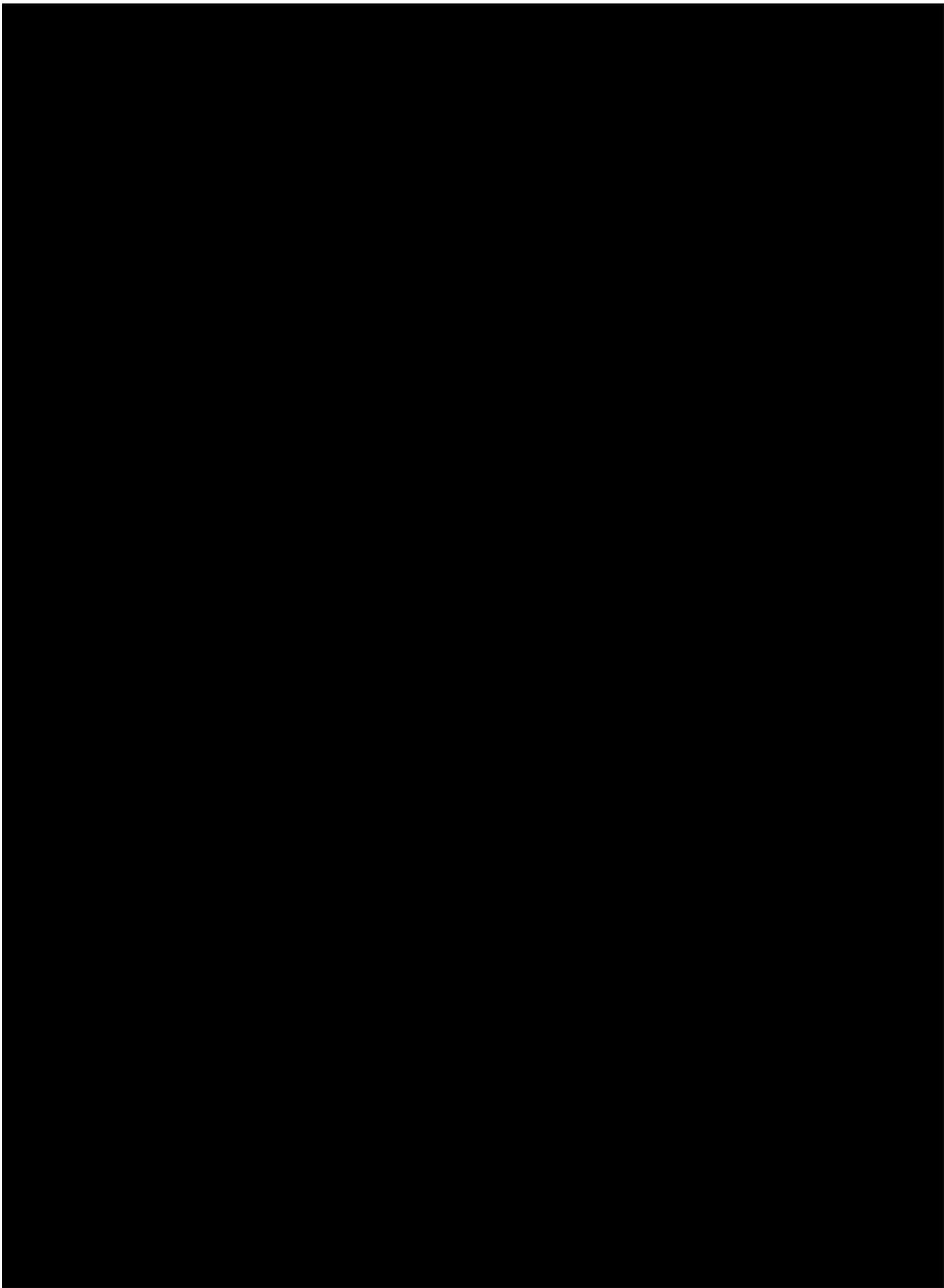


5.1 Explanation of tasks

This table expands on the Gantt chart to provide more detail on how the project will be undertaken, further explanation of the specific tasks that will be undertaken and the levels of responsibility for different tasks. You can expand / delete as required.







6. Risks and Risk Management

(These are risks to the project. They should cover events that will critically impact on the work and its delivery and help you to prevent them happening, or help to manage them in the event that they do happen. For more information on scoring, refer to risk section in the project management guidance)

Risk	Consequence if event happens	What is the likelihood of the risk? Score 1 to 5	What would be the impact of this happening? Score 1 to 5	Total score (= likelihood x impact) A score ≥ 15 will be included on the corporate risk register	Action you will take to help prevent /reduce the risk	Who is responsible for dealing with the risk?
1. Funding from MMO and Marine Scotland will not be secured.	Assess if a smaller scale study is feasible. Seek alternative sources of funding.	1	5	5	Already ensured adequate funding is included in UK national programme submitted to EU.	Chief Economist/ Project Manager
2. Industry representatives will not support the project proposal.	Rely on extensive database of individual fishermen. Invest time understanding why support not given and try to resolve.	1	4	4	Continue to maintain open channels with representatives from all sectors and consult specifically about this project.	Project Manager

3. An acceptable level of returns will not be received from vessel owners due to voluntary aspect of the survey.	Use modelling techniques to estimate figures in agreement with MMO and Marine Scotland.	2	3	6	Learning from previous surveys will be applied. Excellent contacts and PR activity will reduce risk.	Project Manager
4. An acceptable level of returns is not received from vessel owners due to time demands resulting from combining surveys.	Use modelling techniques to estimate figures in agreement with MMO and Marine Scotland.	2	3	6	Use flexibility in how we conduct survey. Learning from previous surveys, excellent contacts and PR activity will reduce risk.	Project Manager
5. Returns of survey forms contain poor or incomplete information, such that we don't get enough complete sets.	Contact the interviewee again by phone to clarify or complete missing data items	3	1	3	Most forms filled out during interview with Seafish staff.	Project Manager
6. Key staff moving to new role within the duration of	Hire in temp staff to cover handovers.	3	3	9	Robust handovers in place before staff leave.	HR / Chief Economist / Project Manager

project and during key stages.						
--------------------------------	--	--	--	--	--	--

Appendix 1:

Economic parameters required under DCF; Commission Implementing Decision (EU) 2016/1251

Variable Group	Variable	Data Source
Capital costs	Consumption of fixed capital	Accounts
	Value of physical capital	Vessel accounts and PIM method
Capital value	Value of quota and other fishing rights	Individual Rights Allocation
Effort	Energy consumption	Calculation based on survey
Employment	Engaged crew	Questionnaire
	Total hours worked per year	Questionnaire
	Unpaid labour	Questionnaire
Energy costs	Energy costs	Accounts
Financial position	Long/short Debt	Vessel balance sheets
	Total assets	Vessel balance sheets
Income	Income from leasing out quota or other fishing rights	Accounts
	Other income	Accounts
Investments	Investments in tangible assets, net	Questionnaire
Labour costs	Personnel costs	Accounts
	Value of unpaid labour	Questionnaire and calculation
Other operating costs	Lease/rental payments for quota or other fishing rights	Accounts
	Non-variable costs	Accounts
	Variable costs	Accounts
Repair and maintenance costs	Repair and maintenance costs	Accounts
Subsidies	Operating subsidies	Accounts

Social data parameters required under DCF; Commission Implementing Decision (EU) 2016/1251

Social variables for the fishing and aquaculture sectors

Variable	Unit
Employment by gender	Number
FTE by gender	Number
Unpaid labour by gender	Number
Employment by age	Number
Employment by education level	Number per education level
Employment by nationality	Number from EU, EEA and Non-EU/EEA
Employment by employment status	Number
FTE National	Number