

# **International Exhibition Support 2025-26**

## **Sea Fish Industry Authority Invitation to Tender (Open Procedure)**

**Issued on: 1 May 2025**

**Seafish Reference No: TD2026-001**

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Completed tenders by e-mail by the deadline (**23:59 on Sunday 25 May 2025**) to:  
[phillip.quirie@seafish.co.uk](mailto:phillip.quirie@seafish.co.uk)

### **Seafish**

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## 1. Introduction

This document outlines Seafish's requirements for a full-service exhibition contractor to manage and deliver all aspects of a 'UK Seafood Pavilion' at agreed international trade shows.

## 2. About Seafish

Seafish is a non-departmental public body (NDPB), established under the Fisheries Act 1981 to support the £9.5bn UK seafood\* industry from catch to plate. Our vision is for a seafood industry that is truly thriving, and we use our unique position, right at the heart of the industry, to work in partnership with businesses, Government and other stakeholders to make progress together.

We're funded by a levy on the first sale of seafood in the UK, which we use to deliver research, campaigns and events, business and industry support tools, information networks and training for the seafood industry.

We believe seafood is the way forward and when this sector thrives, the whole nation thrives. That's why we're doing everything we can to support it.

### ***Our Priorities***

Our Corporate Plan sets out an impactful, collaborative and ambitious set of objectives to achieve by 2028. We will deliver on these commitments by working with industry on the issues they have identified as most important:

1. Ensuring a safe and skilled workforce
2. Facilitating and promoting international trade
3. Responding to the climate change emergency
4. Improving fisheries management
5. Enabling supply chain resilience
6. Improving data, insight, and innovation to support our priority work areas and to deliver products and services directly to business.

Across these priority work areas, we will actively scan the landscape for reputational risks and proactively plan responses to help mitigate impacts and champion industry reputation.

**\*Please note – for the purpose of this tender, ‘seafood’ refers to aquatic animals caught or cultivated in freshwater and marine environments.**

### **3. Our international trade work**

Seafood from the UK has a great story to tell. It has a global reputation for high-quality and is home to some of the most delicious and nutritious fish and shellfish in the world. UK seafood is about more than just exceptional quality; it's a commitment to sustainable stocks and responsible management. It's a wealth of knowledge and expertise honed through generations.

We have a history of trading seafood that dates back hundreds of years, and with the UK seafood export market currently worth around £2bn per year, international trade continues to play a vital role in the UK seafood industry today.

‘Facilitating and promoting international trade’ is a priority work area for Seafish, as set out in our Corporate Plan. Our work in this area spans both the promotion of UK seafood in international markets and the practical aspects of enabling seafood trade. Both strands complement each other and demand close collaboration with the Department for Environment, Food and Rural Affairs (Defra) and the Department for Business and Trade (DBT) to support UK seafood exporters and enhance their success abroad. We do this by building connections and creating opportunities for UK companies to showcase their seafood products to overseas buyers - particularly through support at international seafood trade shows and by developing marketing and promotional assets they can use.

### **4. What (and who) are we looking for**

We are looking to appoint a full-service exhibition contractor, initially from 6 June 2025 to the end of the 2025-26 financial year, with an option to extend for a further two years. The successful bidder will be required to manage and deliver all aspects of a ‘UK Seafood Pavilion’ at international trade shows, including as a minimum, the Japan International Seafood & Technology Expo in Tokyo (20-22 August 2025) and the China Fisheries and Seafood Expo in Qingdao (29-31 October 2025). The contractor will be required to manage the whole project from booking and designing the space, to production of graphics, and stand construction and breakdown. The supplier will not be expected to man the stand during exhibition hours but will be expected to ensure that it is clean and fit for purpose.

## 5. Scope of the project

We want to increase the visibility of UK seafood in the global marketplace. We intend to do this by helping UK seafood businesses showcase their great products at international trade shows with maximum impact. We want to help UK seafood businesses to strengthen their relationships in existing markets and help them forge new relationships in new markets.

The successful contractor will be responsible for delivering high-quality UK Seafood Pavilions at previously agreed international seafood trade exhibitions, such as the Japan International Seafood & Technology Expo (Tokyo, August 2025) and China Fisheries & Seafood Expo (Qingdao, October 2025).

The contractor must ensure a professional, visually striking presence that promotes UK seafood and meets event and exhibitor requirements. The pavilion must feature three core elements: a communal lounge, a live demonstration kitchen, and individual exhibitor areas (and a private meeting room as required). Responsibilities of the contractor will include space booking, pavilion design and build, logistics, utilities, artwork, branding, exhibitor coordination, sample handling and effective project management.

See section 7 for detail.

## 6. Project audiences and insights

### ***Who are we targeting at international trade shows?***

Individuals involved in or who influence seafood purchasing decisions in global markets.

Such individuals include owners, purchasing managers and category managers from business sectors such as wholesale, distribution, retail, processors, and foodservice.

## 7. Responsibilities of the contractor

The successful bidder will be expected to deliver a high-quality UK Seafood Pavilion experience at agreed international trade exhibitions. Below are the key deliverables and expectations, grouped into categories for clarity. Tender responses should clearly demonstrate how each requirement will be managed and delivered:

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## **Space**

- Advise on the siting of, and make the required arrangements to book space for, a UK Seafood Pavilion at pre-agreed international seafood trade shows.

*Note - space has already been secured at the Japan International Seafood & Technology Expo in Tokyo (20-22 August 2025) and the China Fisheries and Seafood Expo in Qingdao (29-31 October 2025).*

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## **Design and Artwork**

- The contractor will be responsible for delivering a visually striking pavilion design that reflects the high quality of UK seafood, with a strong and cohesive visual identity across all elements.
  - The pavilion must be highly visible from all directions, with impactful upper-structure branding that clearly identifies the UK Seafood Pavilion.
  - The contractor must work with an appropriately qualified and experienced designer (either in-house or subcontracted) to develop and supply artwork for a variety of purposes, including but not limited to:
    - Wall graphics and vinyls that enhance the visual appeal of the whole pavilion.
    - Concept artwork and visual mock-ups during the planning and approval phases.
    - Printed promotional materials, such as leaflets, brochures, or flyers for use at the event.
    - Branding and visuals for custom-built furniture (e.g., reception desks).
  - All design elements must comply with the brand guidelines of Seafish and relevant partners, including any co-branding requirements. All design work must be submitted for approval to Seafish prior to production.
  - The contractor will be expected to manage the print production and timely delivery of all approved artwork and design assets.
- 

## **Manufacture of the Pavilion Structure**

The structure must accommodate the following core elements:

- **Communal Lounge**  
A central, welcoming space designed to encourage networking and informal meetings. This area must include:
  - A branded reception desk with lockable storage.
  - Tables and chairs/stools, arranged to allow clear visitor flow and compliance with any venue-specific distancing requirements.
  - Literature racks or shelving for promotional materials.
  - Waste bins, coat hooks or racks, and hand sanitising stations.
  - Power sockets (UK and USB) for charging devices.
  - Plasma TVs or digital displays, if required.
  - A refreshment station (coffee/tea) with secure storage.
- **Live Demonstration Kitchen**  
A high-functioning and safe space for cooking demonstrations and seafood tastings. This area must include:
  - Worktops and underneath storage cupboards.
  - A designated food preparation surface.

- Cooking equipment, including induction hobs, air fryers, and lockable storage for pans and ingredients.
- A protective partition for spectator safety during cooking.
- A sink with hot/cold running water and wastewater disposal.
- Refrigeration units ready and operational in advance of each show.
- Adequate waste bins, power sockets, and a sound system with headset microphones.
- Storage for disposable cutlery, sample plates, cleaning supplies, and related sundries.

- Individual Exhibitor Areas

The pavilion must include space for individual UK seafood businesses to showcase their products and services. This will take one of two forms, depending on the specific trade show:

- Dedicated exhibition space within the pavilion for each business, with a minimum footprint of 9 sqm per exhibitor.
- Branded podiums designed for individual businesses to present their offer in a more compact format.

The contractor must ensure that all exhibitor areas are professionally presented, clearly branded, and meet each exhibitor's practical needs. This includes access to power, storage where appropriate, and alignment with the overall pavilion design and quality standards.

- Private Meeting Room (where required)

A quiet, enclosed space for confidential meetings, which may include:

- Plasma screens for presentations.
- Tables and seating.
- Electrical sockets (UK and/or USB).
- Adequate lighting and privacy.
- All pavilion components must be delivered to a high standard, ensuring structural integrity, clean presentation, and full functionality for the duration of each event.

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### **Rigging**

- Provide upper rigging for overhead signage and branding to ensure maximum visibility across the exhibition hall.
- Ensure all rigging complies with event health and safety regulations and obtains the required approvals from event organisers.

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### **Flooring**

- Supply and install flooring for the entire pavilion area in line with the design aesthetic.
- Ensure flooring is suitable for food preparation areas, easy to clean, and compliant with health and safety standards.

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### **Utilities**

- Provide and manage utility connections including:
  - Lighting solutions that are visually appealing, low-heat emitting, and energy-efficient.
  - Electrical supply with sufficient UK plug sockets and USB sockets throughout the UK Seafood Pavilion. 24hr sockets must be available for refrigeration units.

- Refrigeration units for seafood storage, operational in advance of each exhibition.
- Plumbing for sinks (hot and cold water), wastewater disposal.

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### **Project Management**

The contractor will be responsible for overseeing all aspects of the UK Seafood Pavilion's delivery and execution, ensuring a seamless and professional experience from planning through to completion. This includes:

- Acting as the principal point of contact for all operational and logistical matters. To ensure continuity of service, the contractor must provide multiple named contacts within their organisation who are familiar with the project.
- Maintaining regular and transparent communication with Seafish's Contract and/or Project Manager, keeping them fully informed throughout the process and proactively flagging any risks, issues, or changes.
- Coordinating with individual UK seafood businesses to understand their specific needs, ensuring these are met effectively within the pavilion setup.
- Managing the invoicing process and payment collection from participating businesses for their exhibition space or podiums.
- Handling all logistics related to customs, duties, shipping, and warehousing/storage of stand components, seafood samples, and other relevant materials.
- Appointing, managing, and paying any subcontractors required for the successful delivery of the pavilion.
- Ensuring the pavilion is clean, presentable, and fully operational at the start of each exhibition day.

The contractor must demonstrate strong organisational capabilities, effective stakeholder management, and a clear approach to delivering high-quality results under tight timelines and in international settings.

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### **Samples**

- Manage the shipping and delivery of stand materials and seafood samples to the exhibition venue, using cost-effective and environmentally responsible methods.
- Ensure all seafood samples are handled, stored, and displayed in full compliance with relevant hygiene and food safety standards throughout the event.

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### **Other**

- Provide a quick-serve coffee machine and facilities for tea and coffee preparation.
- Supply a full range of consumables including tea, coffee, sugar, milk, stirrers, soft drinks, cups, cutlery, plates, napkins.
- Include cleaning and hygiene materials such as chopping boards (separate for raw and cooked items), anti-slip mats, sample plates, J cloths, cleaning fluids, antibacterial spray, and disposable gloves.
- If available - provide stand analytics software to capture data post-event, such as visitor numbers, dwell time, traffic flow, and heat maps.

## **8. Proposed deliverable timings**



We would like to work as closely to the proposed deliverable timing plan as possible:

<b>DELIVERABLE</b>	<b>DATE DUE</b>	<b>Responsibility</b>
<b>Japan International Seafood &amp; Technology Expo (20-22 August 2025):</b>		
Secure space for the UK Seafood Pavilion	Plot already on hold	Exhibition Contractor
Agree final branding design.	30 June 2025	Exhibition Contractor/ Seafish
Finalise printed assets such as literature and low-level graphics.	11 July 2025	Exhibition Contractor/ Seafish
Seafood samples for the live demonstration kitchen and display units prepared and packed for sending to Japan.	8 August 2025	Exhibition Contractor
Construct and dismantle the UK Seafood Pavilion.	August 2025	Exhibition Contractor
<b>China Fisheries and Seafood Expo (29-31 October 2025):</b>		
Secure space for the UK Seafood Pavilion	Plot already on hold	Exhibition Contractor
Agree final branding design.	29 August 2025	Exhibition Contractor/ Seafish
Finalise printed assets such as literature and low-level graphics.	19 September 2025	Exhibition Contractor/ Seafish
Seafood samples for the live demonstration kitchen and display units prepared and packed for sending to Japan.	10 October 2025	Exhibition Contractor
Construct and dismantle the UK Seafood Pavilion.	October/November 2025	Exhibition Contractor

## 9. Project measurement and evaluation

Measuring and quantifying our impact is vital to ensure the continuous improvement of our offering and to determine our success in raising the profile of UK seafood on the international stage.

### ***What does success look like?***

- Exhibitors on the UK Seafood Pavilion achieve their objectives and cover their costs of attending each agreed trade show.
- Exhibitors on the UK Seafood Pavilion receive new enquiries from international buyers and meet comfortably with existing buyers/suppliers at each agreed trade show.
- High volume of return exhibitors to the UK Seafood Pavilion at each agreed trade show.
- New exhibitor enquiries after each agreed trade show.
- Year-on-year increase in visitors to the UK Seafood Pavilion at each agreed trade show.

- Trade show attendees have an improved perception of UK seafood after visiting the UK Seafood Pavilion.
- Year-on-year increase in demand for private meeting rooms on the UK Seafood Pavilion at each agreed trade show.
- Year-on-year increase in social and trade media interest in the UK Seafood Pavilion.
- Positive feedback from companies and partners on delivery of the stand.

The Seafish Contract and/or Project Manager will be responsible for issuing surveys to visitors and exhibitors to the UK Seafood Pavilion after each agreed trade show. We welcome tenderers to include any access to stand analytics software in their submission.

## 10. Instructions for tendering

### a. Format of response

Tenderers are required to submit the following:

1. Completed Declaration of Tenderer (*Appendix 1*)
2. Completed Company Information (*Appendix 2*)
3. Award Questionnaire (*Appendix 3*)
4. Pricing Schedule (*Appendix 4*)
5. Supplementary information (such as examples of artwork and visuals)

Seafish reserves the right to reject any response which fails to meet any requirement set out in this document.

### b. Tender return date

Tenders should be returned no later than **23:59 on Sunday 25 May 2025**.

### c. Submission details

Responses must be submitted electronically to Hannah Thompson: [hannah.thompson@seafish.co.uk](mailto:hannah.thompson@seafish.co.uk)

## 11. Timeline of the tender process

The tender process timetable is as follows:

Actions	Date(s)
Distribution of application to tender document	1 May 2025

Last date for receipt of tender document submission	23:59 on 25 May 2025
Assessment of tenders received and follow up as required	26 May – 4 June 2025
Notification to successful applicant of intent to award contract	5 June 2025
Notification to unsuccessful applicants	6 June 2025
Contract commencement date if bid is successful	6 June 2025

## 12. Tender selection and evaluation criteria

We will only evaluate your tender proposal if you meet our selection criteria, which are as follows:

CRITERIA	DESCRIPTION
<b>Exclusion</b>	You have not been excluded from this competition because you are in any of the situations referred to in regulation 58 of the Public Contracts (Scotland) Regulations 2015.
<b>Economic and financial standing</b>	You can demonstrate a good financial track record over the previous 3 years, are and will continue to be a going concern, and have the required insurances. Bidding for this tender would not over-commit your economic resources.
<b>Technical and professional ability</b>	You can demonstrate experience of similar projects and have the correct tools and staff to deliver the project. Bidding for this tender would not over-commit your human resources.

We will verify that you meet the selection criteria using the answers you provide to the questions in the Company Information questionnaire ([Appendix 2](#)).

We will award the work to the company which offers the most advantageous proposal to Seafish in terms value-for-money, functionality and other factors as specified within this document. In the interest of ascertaining the highest level of transparency, fairness and competition the below evaluation matrix will be used to score each tender.

EVALUATION CRITERIA	WEIGHTING (%)
<b>1. Price:</b>	<b>50%</b>
All tenders will be evaluated based on the overall competitiveness of their pricing.	

<p>We are looking for a contractor who can demonstrate clear cost transparency and offer cost-effective and flexible solutions that can be scaled up or down as required and without compromising quality.</p>	
<p><b>2. Quality of service:</b></p>	<p><b>50%</b></p>
<p><b>2a. Expertise</b></p> <p>How can you help us to achieve the project aims and objectives (see section 9)?</p> <p>We are seeking a contractor with proven expertise in exhibition support, stand design/delivery, and management. Experience working with or on behalf of UK seafood businesses is desirable, and prior delivery of exhibition services at Asian trade shows would be a distinct advantage.</p>	<p>20%</p>
<p><b>2b. Understanding of the requirements</b></p> <p>Interpreting the deliverables and the ability to meet our requirements.</p> <p>How will you meet the responsibilities and requirements of the contractor (see section 7) in accordance with the proposed deliverable timings (see section 8)?</p>	<p>12%</p>
<p><b>2c. Previous experience</b></p> <p>Positive credentials and case studies of previous work – focussing on examples where you have delivered similar work to a similar budget and how you ensured value for money. Images of previous work are desirable. Please include 1-2 examples only. Details and testimonials from two referees preferred.</p>	<p>10%</p>
<p><b>2d. Service level</b></p> <p>How will you ensure that we are getting the best from you? Are there any additional benefits you can offer beyond those specified in this tender? You should also consider the ways in which you can minimise the environmental impact of your work.</p>	<p>8%</p>

### 13. Key contacts

#### Primary

Hannah Thompson  
Head of International Trade Promotion  
Email: [hannah.thompson@seafish.co.uk](mailto:hannah.thompson@seafish.co.uk)

#### Secondary

Phillip Quirie  
Project Co-ordinator & Administrator  
Email: [phillip.quirie@seafish.co.uk](mailto:phillip.quirie@seafish.co.uk)

**Please note** – any tender-specific questions arising **MUST** be received via email (not phone). All answers will be posted accordingly, alongside this tender document, on the relevant tender website/portal.

### 14. Budget and contract management

This tender is worth up to £240,000 for FY 2025-26. This includes pre-committed space costs as outlined in Appendix 4, but excludes VAT.

Please use the Pricing Schedule in Appendix 4 to set out how the funding would be spent.

The contract will be managed by Hannah Thompson, Head of International Trade Promotion.

### 15. Recovery of costs

An applicant is not entitled to claim from Seafish any costs or expenses incurred in preparing the tender document whether or not it is successful.

### 16. Terms of supplier contract

It is a condition of participation in this Procurement Exercise that the Tenderer accepts the Seafish Terms and Conditions attached in **Appendix 5**.

### 17. Exit management

Please refer to **Appendix 5**, section 9.

## APPENDIX 1: Declaration of Tenderer

\*I/We the undersigned do hereby contract and agree on the acceptance of the Tender by Seafish, to provide the goods and/or services in the Specification in accordance with the Schedules and the Seafish Terms and Conditions of Contract which appear in this set of documents.

\*I/We the undersigned undertake to submit a tender in accordance with the following documents:

- Declaration of Tenderer
- Company Information
- Pricing Schedule
- Award Questionnaire

\*I/We agree to abide by this tender from **23:59 on Sunday 26 June 2022**, the date fixed for receiving tenders, until the Award of Contract.

\*I/We understand that Seafish is not bound to accept the lowest or any tender and shall not be bound to use the contractor as a sole supplier.

\*I/We understand that the service provision will commence on the dates specified unless the Contract is terminated in accordance with the provision of Seafish terms and conditions of contract.

Signature:

Name:

Designation:

Duly authorised to sign Tenders for and on behalf of:

Name of Tenderer

Nature of Firm

Address

Telephone No

E-mail

Date

It must be clearly shown whether the Tenderer is a limited liability company, statutory corporation, partnership, or single individual trading under his own name.

## APPENDIX 2: Company Information

### Company particulars

Company name:	
Registered business address:	
Company registration number:	
VAT registration company:	
Website:	
Trading status (PLC, Limited, Limited Liability, sole trader, etc.):	

### Finances

Revenue for each of the previous 3 years:	
Acid test ratio for each of the previous 3 years:	
If financial information is not available for the previous three years, please state when your company was established or began trading:	
Please confirm that you are currently, and you expect for the duration of	



the project to be, a going concern:	
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**Resources**

Number of people employed by you each year, for each of the previous 3 years:	
Number of full-time equivalent resources you intend to deploy on this project:	
Number of full-time equivalent resources you intend to deploy on this project, expressed as a percentage of the total number of current employees:	
Please identify the gender balance within your organisation:	

## APPENDIX 3: Award Questionnaire

### Section 1: Price (50%)

### Section 2a: Expertise (20%)

*How can you help us to achieve the project aims and objectives (see section 9)?*

*We are seeking a contractor with proven expertise in exhibition support, stand design/delivery, and management. Experience working with or on behalf of UK seafood businesses is desirable, and prior delivery of exhibition services at Asian trade shows would be a distinct advantage.*

Response:

**Section 2b: Understanding of the requirements (12%)**

*Interpreting the deliverables and the ability to meet our requirements.*

*How will you meet the responsibilities and requirements of the contractor (see section 7) in accordance with the proposed deliverable timings (see section 8)?*

Response:

**Section 2c: Previous experience (10%)**

*Positive credentials and case studies of previous work – focussing on examples where you have delivered similar work to a similar budget and how you ensured value for money. Images of previous work are desirable. Please include 1-2 examples only. Details and testimonials from two referees preferred.*

Response:

**Section 2d: Service Level (8%)**

*How will you ensure that we are getting the best from you? Are there any additional benefits you can offer beyond those specified in this tender? You should also consider the ways in which you can minimise the environmental impact of your work.*

Response:

## APPENDIX 4: Pricing Schedule

<b>84sqm UK Seafood Pavilion, Japan International Seafood and Technology Expo, Tokyo (20-22 August 2025)</b>	<b>Cost (£)</b>
Space costs (non-negotiable- already committed)	<b>18,100</b>
Design and artwork costs	
Costs associated with the manufacture of the pavilion structure	
Rigging costs	
Flooring costs	
Utilities costs	
Project Management costs	
Other costs, please specify... (insert lines as required)	
<b>Total</b>	

<b>90sqm UK Seafood Pavilion, China Fisheries and Seafood Expo, Qingdao (29-31 October 2025)</b>	<b>Cost (£)</b>
Space costs (non-negotiable- already committed)	<b>34,500</b>
Design and artwork costs	
Costs associated with the manufacture of the pavilion structure	
Rigging costs	
Flooring costs	
Utilities costs	
Project Management costs	
Other costs, please specify... (insert lines as required)	
<b>Total</b>	

## APPENDIX 5: Conditions of contract (for reference by way of example)

### SUPPLIER AGREEMENT Between:

XXXX, (the “Supplier”) and the **SEA FISH INDUSTRY AUTHORITY** (a statutory body established under the Fisheries Act 1981), with its head office at 18 Logie Mill, Logie Green Road, Edinburgh EH7 4HS (“Seafish”)

IT IS AGREED between the Supplier and Seafish as follows:

1. **Work** - Seafish has requested the Supplier to undertake \_\_\_\_\_, further details of which are contained in part 1 of the **Schedule** attached to this Agreement (the “Work”). The Supplier has agreed to undertake the Work in accordance with the terms of this Agreement.
2. **Term** - The Work will commence on \_\_\_\_\_ and will be completed by \_\_\_\_\_.
3. **Fee** - The fee for the Work will be up to £188,000 exclusive of VAT at the standard rate (where applicable) and shall be payable in accordance with the payment provisions set out in part 2 of the **Schedule** attached to this Agreement. Seafish agrees to make payment within 30 days of receipt of a valid invoice. The fee set out in this clause is a fixed sum and may only be varied in accordance with the terms of this Agreement.
4. **Expenses** - All expenses (including travel costs) must be agreed in advance and will only be payable by Seafish subject to the Supplier: (a) obtaining Seafish’s prior written consent to such expenses; and (b) providing evidence to prove such expenditure.
5. **Taxes** - The Supplier shall pay all taxes and other outgoings or expenses payable in consequence of the Agreement and shall fully indemnify Seafish in respect of any demand, costs or expenses suffered by Seafish in relation to any tax or employer’s National Insurance contributions or expenses payable in respect of the Supplier, its employees, agents or permitted sub-contractors or in relation to the provision of the Work.
6. **Standard** - The Supplier agrees to undertake the Work: (a) with all reasonable skill and care and in accordance with best practice in the industry; (b) in a proper, diligent, expeditious and professional manner; and (c) in accordance with any reasonable policies or guidance supplied by Seafish.
7. **Materials** - The Supplier shall provide all materials and equipment necessary to carry out the Work.
8. **Failure** - In addition to the rights set out in clause 9, in the event that the Supplier fails to perform the Work to a satisfactory standard, Seafish may request that the Supplier remedy the failure by providing the Supplier with details of the nature of the complaint. If,

after reasonable notice the complaint remains unremedied, Seafish may:

- 8.1 suspend all further payments to the Supplier until the complaint is remedied to the reasonable satisfaction of Seafish; and/or
- 8.2 make any or all further payments to the Supplier subject to such reasonable conditions as Seafish may specify.

9. **Termination** - Seafish may terminate the Agreement by written notice if the Supplier: (a) commits a material breach of this Agreement; (b) fails to rectify a complaint notified to it in accordance with clause 8 within a reasonable period of notice; (c) ceases to carry on business; or (d) becomes insolvent, apparently insolvent, has a receiver, manager, administrator or liquidator appointed in respect of its assets or business, or suffers any similar action.

In the event that Seafish terminates the Agreement in the manner described above, Seafish is entitled to demand immediate repayment of (in which case the Supplier shall immediately repay) the whole or part of any payments already made to the Supplier which relate to the Work which has not been satisfactorily performed.

Seafish may also cancel any part of the Work due to unforeseen circumstances beyond Seafish's control, by giving the Supplier notice to that effect. In such circumstances the parties shall use its reasonable endeavours to agree the amount by which the fees payable by Seafish under this Agreement shall be reduced on a pro rata basis, to take account of the fact that the part of the Work is no longer required.

#### 10. **Limits on Liability** -

- 10.1 Subject to clause 13 and the provisions of this clause 10, the aggregate liability of either party for any breach of the terms of this Agreement (including delict, tort, negligence or otherwise) shall be limited to twice the amount of the fees payable under Clause 3.
- 10.2 Subject to clause 13 and the provisions of this clause 10, neither party shall be liable to the other for any: (a) indirect, special, or consequential losses or damage; or (b) loss of profit, business, or revenue; which arise out of or in connection with this Agreement.
- 10.3 Nothing in this Agreement excludes or limits the liability of either party for death or personal injury caused by that party's negligence or from fraudulent misrepresentation.

11. **Confidentiality** - Both parties undertake to treat any confidential and proprietary information disclosed to it by the other party as secret and confidential and will not use it for its own benefit or the benefit of any other party, other than for purposes required or permitted by this Agreement or as are otherwise required to make use of the Work. Neither party will disclose the other party's confidential information without the prior written consent of the disclosing party, other than to such of its employees who reasonably



require to have same and are bound by duties of confidentiality.

For the avoidance of doubt, the obligations set out in this clause will not apply to any information: (a) which is or enters the public domain (other than as a result of a breach of the Agreement); (b) that has been developed by the receiving party independently of disclosure; and/or (c) which requires to be disclosed by law, (including disclosures under the Freedom of Information Act 2000).

The Supplier agrees to assist and co-operate with Seafish in connection with any request for information made to Seafish under the Freedom of Information Act 2000 or any other relevant statute.

12. **IPR** - All intellectual property rights, (including but not limited to patents, copyrights (including copyright in any software), design rights, trade marks, database rights, moral rights, domain names, rights in and to trade or product names, inventions, discoveries and know how), created, developed or otherwise arising from the performance of the Work (the "**Resultant IPR**") shall belong to, and from their creation become, the exclusive property of Seafish.

The Supplier hereby assigns to Seafish (and insofar as it is not competent for the Supplier to currently assign, hereby undertakes and agrees to assign to Seafish, all future rights from the date of creation), free from any encumbrances, its whole right, title, and interest in all Resultant IPR without any additional charge. The Supplier irrevocably waives in favour of Seafish: (i) all moral rights it may have in terms of Chapter IV Part I of the Copyright, Designs and Patents Act 1988; and (ii) any similar rights in any part of the world, in and to the Resultant IPR. The Supplier shall procure that all employees, third parties and sub-contractors used in the creation or development of the Work shall similarly waive such moral rights in and to the Resultant IPR.

The Supplier shall, at Seafish's discretion, execute any further documents, forms and authorisations anywhere in the world and perform any such acts or things as Seafish may require to enable Seafish to secure full legal title to the Resultant IPR. The Supplier warrants to Seafish that the Work is its own original work and the Resultant IPR is not subject to any third party claims, liens, charges or encumbrances of any kind and that the Supplier is free of any duties or obligations or liabilities to third parties which may conflict with the terms of this Agreement.

13. **Indemnity** - The Supplier shall indemnify Seafish in respect of: (a) any breach or non-observance of the obligations incumbent upon them in this Agreement; (b) from any breach of the warranties provided; and (c) from any claim that the Resultant IPR infringes (or allegedly infringes) the rights of any third party.
14. **Insurance** - The Supplier shall effect and maintain at all times during the term of this Agreement, adequate insurance cover (including professional indemnity insurance) to cover liabilities under this Agreement, with a reputable insurer.
15. **Property** - The Supplier will not have any rights to Seafish property (including but not limited to information and data) and will promptly return all such property belonging to

Seafish in its possession when asked to do so by Seafish or on the expiry or termination of this Agreement.

16. **Data Protection** - Each party must comply with all data protection laws that apply to it in relation to any personal data processed in connection with this Agreement.
17. **Sub-contract/Assignment** - The parties hereby agree that no sub-contracting is permitted by either party without the prior written approval of the other. Neither party shall be entitled to assign any part of the burdens or benefit of this Agreement without the prior written consent of the other party.
18. **Waiver** - The failure of either party to exercise or enforce any right conferred upon it by this Agreement shall not be deemed to be a waiver of any such right or operate so as to bar the exercise or enforcement of such right at any time or times in the future.
19. **Publicity** - No announcement or communications concerning the terms or conditions of this Agreement shall be made by either party without the prior written consent of the other party except to the extent any statement or disclosure may be required by law.
20. **Independent Contractor** - The parties are independent contractors and nothing in this Agreement shall constitute, nor imply the constitution of, any partnership, association, joint venture or any relationship of principal and agent between the parties.
21. **Entire Agreement** - This Agreement supersedes all prior agreements and arrangements and sets out the entire agreement and understanding between the parties relating to the provision of the Work.
22. **Variation** - No variation of any of the terms of this Agreement shall be effective unless it is agreed in writing and signed by both parties.
23. **Force Majeure** - If either party is prevented from or delayed in performing any obligations under this Agreement by reason of any circumstances beyond its reasonable control it shall be excused performance to the extent affected by such circumstances, so long as it shall both give prompt notice to the other party and use all reasonable commercial endeavours to remove or avoid such circumstances cause or effect.
24. **Governing Law** - This Agreement is made under and governed by Scots Law and the Scottish courts will have exclusive authority to settle any dispute arising under or in connection with it. IN WITNESS WHEREOF this Agreement together with the Schedule is executed as follows:

Signed for and on behalf of **SEA FISH INDUSTRY AUTHORITY** by

(Signature)

.....

(Full Name)

.....

.....

Authorised Signatory

.....

(Place of  
Signature)

.....

.....

(Date of  
Signature)

.....

.....

Signed for and on behalf of

by

(Signature)

in the presence of this witness

.....

(Full Name)

(Witness'  
Signature)

.....

.....

(Position)

(Full Name)

.....

.....

(Place of  
Signature)

(Address)

.....

.....

.....

.....

.....  
(Date of  
Signature)  
.....

**This is the Schedule referred to in the Agreement between SEA FISH INDUSTRY AUTHORITY and XXXX.**

**SCHEDULE**

**Part 1 - Work**

The Work to be provided by the Supplier to Seafish in relation to this Agreement comprises:

**Part 2 - Payment Provisions**

The fee for the Work will be **£X,XXX** inclusive of VAT at the standard rate (where applicable).

Payment for the Work will be made by Seafish to the Supplier on the payment dates and proportions set out below.

<b>[Payment Date/Milestone Date]</b>	<b>Amount Payable (inclusive of VAT)</b>

Payment shall be made by bank transfer to the following account:

Bank:

Account Name:

Account Number:

Sort Code:

## APPENDIX 6: UK Seafood Pavilion at the China Fisheries and Seafood Expo 2024 (for reference by way of example)





# APPENDIX 7: UK Seafood Pavilion at the Japan International Seafood and Technology Expo 2024 (for reference by way of example)

