



CONTRACT FOR THE PROVISION OF:

Schools Based Workshop - Wales

Reference Number: FSA592

This document forms the contract for the Services between;

Food Standards Agency (“Client”) having its main or registered office at Clive House, 70 Petty France, London SW1H 9EX

and

Bollo Ltd (“Supplier”), 129 Blackpool Old Road, Poulton- Le-Fylde, FY6 7RN

to be effective from 26 November 2018 until 25 November 2020 with the option to extend for two 12 month periods.

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CONTRACT

WHEREAS

The Food Standards Agency has selected the Supplier to act as a Supplier in the performance of activities connected with the Project described on the title page of this contract, for The Food Standards Agency, the Supplier shall undertake to provide the same on the terms and conditions as set out in this Contract.

Unless and until directed otherwise, nothing in this Contract, shall be construed as giving a guarantee of any remunerative work whatsoever unless or until such work is requested and confirmed by means of a duly authorised Purchase Order.

CROWN REPRESENTATIVES

Where any supplier has been adjudged to fall under the auspices of a “Crown Representative” then any resultant terms and conditions will be subject to, where appropriate, any central contracts and/or negotiation or procurement processes involving such suppliers.

IT IS AGREED AS FOLLOWS:

1. TERMS and CONDITIONS

1.1 As used in this Contract:

- a) the terms and expressions set out in [Schedule 1](#) shall have the meanings set out therein;
 - b) the masculine includes the feminine and the neuter;
 - c) the singular includes the plural and vice versa; and
 - d) the words “include”, “includes” and “including” are to be construed as if they were immediately followed by the words “without limitation”.
12. A reference to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended by any subsequent statute, enactment, order, regulation or instrument or as contained in any subsequent re-enactment thereof.
13. A reference to any document other than as specified in Clause 1.2 shall be construed as a reference to the document as at the date of execution of this Contract.
14. Headings are included in this Contract for ease of reference only and shall not affect the interpretation or construction of this Contract.
15. References to “Clauses” and “Schedules” are, unless otherwise provided, references to the Clauses of and Schedules to this Contract.

16. Terms or expressions contained in this Contract which are capitalised, but which do not have an interpretation in [Schedule 1](#) shall be interpreted in accordance with the common interpretation within the legal services market where appropriate. Otherwise they shall be interpreted in accordance with the dictionary meaning.
17. In the event and to the extent only of any conflict or inconsistency in the provisions of the Clauses of this Contract and the provisions of the Schedules, the following order of precedence shall prevail:
 - a) the duly authorised Client Purchase Order;
 - b) the Schedules; and
 - c) this Contract

2. THE SERVICES

- 2.1. This Contract shall govern the overall relationship of the Supplier and the Client with respect to the provision of the Ordered Services.
- 2.2. The Supplier shall provide the Ordered Services and meet its responsibilities and obligations hereunder in accordance with the provisions of [Schedule 2](#) (Ordered Services) and [Schedule 3](#) (Specific Obligations).
- 2.3. Notwithstanding clause 2.1, the Supplier shall perform the Ordered Services to the agreed satisfaction of the Client's Representative.
- 2.4. The Supplier shall notify the Client as soon as it becomes aware of an event occurring or which it believes is likely to occur which will cause material delay to or materially impede the performance of any Ordered Services or any part thereof and the Supplier shall take all necessary steps consistent with good practice to obviate and/or minimise the delay to the Client.
- 2.5. In the event that the Supplier fails due to its Default to fulfill an obligation by the date specified in any Purchase Order for such fulfillment, the Supplier shall, at the request of the Client and without prejudice to the Client's other rights and remedies, arrange all such additional resources as are necessary to either obviate the delay or to fulfill the said obligation as early as practicable thereafter, at no additional charge to the Client.
- 2.6. In the event that any obligation of the Supplier specified in the Contract is delayed as a result of a Default by the Client, then:
 - a) The date associated with the relevant obligation(s) as specified in the Purchase Order (and the dates similarly associated with any subsequent obligations specified in the Purchase Order) shall be amended by a period of time equal to the period of such Client Default (or such other period as the parties agree in writing); and

- b) Both parties shall use all reasonable endeavors to obviate and/or mitigate the impact of such delay and to recover any resultant delay to the performance of the Ordered Services.
- 2.7. Nothing in this document, or any Purchase Order, shall have the effect of making the Supplier or any of the Supplier's other employees or agents, the employee of the Client.
- 2.8. Nothing in this document or any Purchase Order shall constitute the parties as partners of each other.

3. STANDARDS AND REGULATIONS

- 3.1. The Supplier shall at all times comply with the Health and Safety provisions, security requirements and personal conduct obligations, of any premises visited and shall exercise all due care and attention when visiting such premises.
- 3.2. The Supplier shall comply with all applicable national and local laws and regulations (including Data Protection Requirements) and obtain and maintain at its own cost throughout the duration of the Contract all the consents (including Data Protection Requirements), licences, permits and approvals which are necessary for the Supplier to perform its duties under this Contract and to enable the provision of the Ordered Services.
- 3.3. Without prejudice to the provisions of Clause 3.2, the Supplier shall ensure that he/she does not work in excess of the working time limits specified in the Working Time Regulations 1998. The Supplier shall maintain appropriate records regarding their working hours. Without prejudice to the obligations under this Clause 3.3, the Supplier shall make available to the Client any information of which it is aware concerning appointments held by an individual concurrently with the obligations of this Contract.
- 3.4. The Supplier shall be responsible for the administration and deduction of any income tax and national insurance in respect of payments made to such individuals, including in respect of any obligations under the Pay As You Earn system. The Supplier will, or procure that its Sub-Suppliers will, account to the appropriate authorities for any income tax, national insurance (if any), VAT and all other liabilities, charges and duties arising out of any payment made to the Supplier under any Purchase Order. The Supplier will indemnify and keep indemnified the Client against any income tax, national insurance (if any), VAT or any other tax liability including any interest, penalties or costs incurred in connection with the same which may at any time be levied, demanded or assessed on the Client by any statutory Agency in respect of payments made to the Supplier.

- 3.5. Nothing in this Contract shall be construed or have effect as constituting any relationship of employer and employee between the Client and the Supplier or its Sub-Suppliers. The Supplier shall indemnify and keep indemnified the Client, its officers, employees and agents against all actions, claims, demands, reasonable costs, charges and reasonable expenses incurred by or made against the Client, its officers, employees or agents arising out of or in connection with any services provided under any Purchase Order asserting that they are an employee of the Client or otherwise alleging any breach of any employment related legislation except where such claim arises as a result of any breach of obligations (whether contractual, statutory, at common law or otherwise).

4. MATERIAL BREACH

- 4.1. If the Supplier: -

does not, in the reasonable opinion of the Client Representative have the skills and experience required for the role of Supplier; or

fails to follow reasonable instructions given by the Client's Representative in the course of his or her work for the Client; or

presents, in the reasonable opinion of the Client's Representative, a risk to security; or

presents, in the reasonable opinion of the Client's Representative, a risk to the reputation of Her Majesty's Government; or

in the reasonable opinion of the Client's Representative is in some other ways unsuitable for to which he has been assigned pursuant to any Purchase Order;

then the Client may serve a notice on the Supplier requesting that the Supplier immediately cease activities under any Purchase Order.

- 4.2. Upon receipt of a notice under Clause 4.1 the Supplier shall immediately cease all activities in connection with the Client's instructions.
- 4.3. Notwithstanding the foregoing, the Client may, at any time, deny access to the Client's or its associates' premises without giving any reason for doing so.
- 4.4. Any activities performed prior to cessation under 4.1 shall be reimbursed on a *quantum meruit* basis.

5. NON-SOLICITATION

The parties agree that during the term of the appointment as described in any Purchase Order and for a period of twelve (12) months thereafter, they will not, whether directly or indirectly, solicit with a view to offering employment the other party and/or its employees or consultants. In the event that either party breaches this Clause, the defaulting party shall pay to the affected party all unavoidable and

reasonable costs incurred by the affected party including but not limited to a sum equal to the gross salary of the employee or the consultant due under any relevant notice. This Clause shall not restrict either party from appointing any person, whether employee or consultant of the other or not, who has applied in response to an advertisement properly and publicly placed in the normal course of business.

6. PARTIES RESPONSIBILITIES & OBLIGATIONS

The responsibilities for the Parties are set out in [Schedule 2](#) and [Schedule 3](#)

7. CHARGES FOR ORDERED SERVICES

- 7.1. All engagements of the Supplier by the Client, of whatever nature, under the terms of the Agreement must be confirmed by means of a Purchase Order before commencement of the work.
- 7.2. All Charges on any Purchase Order placed under the terms and conditions of this Contract shall utilise the rates as per [Schedule 4](#) as their basis.
- 7.3. In consideration of the performance of the Ordered Services in accordance with this Contract, the Client shall pay the Charges in accordance with the Invoicing Procedure.
- 7.4. Payment shall be made within thirty (30) days of receipt by the Client (at its nominated address for invoices) of a valid invoice (which shall be issued in arrears) from the Supplier.
- 7.5. The Charges are exclusive of Value Added Tax. The Client shall pay the Value Added Tax on the Charges at the rate and in the manner prescribed by law, from time to time.

7.6. "VAT on VAT" Prevention:

The Supplier shall not invoice, nor shall the Client be responsible for, any "VAT on VAT" payment. For the avoidance of doubt, in the event that:

- a) the Supplier has incurred expenditure for goods or services from a third-party provider in respect of which the Supplier is entitled to reimbursement by the Client under the Contract; and
 - b) the third-party provider with whom the expenditure has been incurred has charged the Supplier UK VAT on the price of the relevant goods or services;
- 7.7. Interest shall be payable on any late payments under the Contract in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.

- 7.8. The Supplier shall follow the Purchase Order and Invoice process as set out in Schedule 5. All invoices must reference the duly authorised Purchase Order number. Any invoices which do not reference the Purchase Order number shall be returned as unacceptable.
- 7.9. The Supplier shall continuously indemnify the Client against any liability, including any interest, penalties or reasonable costs incurred which is levied, demanded or assessed on the Client at any time in respect of the Supplier's failure to account for or to pay any Value Added Tax relating to payments made to the Supplier under this Contract. Any amounts due under this Clause 7.8 shall be paid in cleared funds by the Supplier to the relevant Agency not less than five (5) Working Days before the date upon which the tax or other liability is payable by the Client.
- 7.10. The Supplier shall accept the Government Procurement Card (GPC) as a means of payment for Ordered Services where GPC is agreed with the Client to be a suitable means of payment.
- 7.11. The Supplier shall accept payment electronically via the Banks Automated Clearing Service (BACS).
- 7.12. Euro

In the event that the United Kingdom joins the Economic and Monetary Union (and provided always that the exchange rate for conversion between Sterling and the Euro has been fixed), the Client shall at any time thereafter upon three (3) Months notice to the Supplier, be entitled to require the Supplier at no additional charge to convert the Charges from Sterling into Euros (in accordance with EC Regulation number 1103/97). The Supplier shall thereafter submit valid invoices denominated in Euros.

7.13. Efficiency

The Supplier shall be obliged at all times to seek to improve its efficiency in providing Services to the Client and to review the level of Charges in light of possible efficiency gains. Where such improved efficiency is achieved the Supplier shall propose a reduction in the level of Charges and effect such reduction by agreement with the Client.

8. AMENDMENTS and VARIATIONS TO THIS CONTRACT

No amendment to the provisions of this Contract or Special Terms specified in any Purchase Order shall be effective unless agreed in writing on a Variation form by both parties. Any increases in scope or value shall be the subject of separate negotiation but shall, in any event, be upon no less favourable terms than those contained herein.

9. COMMUNICATIONS

Except as otherwise expressly provided, no communication from one party to the other shall have any validity unless made in writing; nor shall any amendment to any Purchase Order be effected unless made by a duly authorised Purchase Order revision/Contract Variation.

10. TERM AND TERMINATION

- 10.1. This Contract shall take effect from the agreed start date and shall terminate when all requirements are satisfied.
- 10.2. The contract shall be subject to termination for convenience by either party subject to three months notice.
- 10.3. The Client may at any time by notice in writing terminate any Purchase Order, or a part thereof, at 20 days notice without charge. Terminations at less than 20 days notice shall be subject to the Supplier's standard terms and conditions

11. CONSEQUENCES OF TERMINATION AND EXPIRY

- 11.1. In the event of termination in accordance with Clauses 10.2 or 10.3 the Client shall reimburse the Supplier any Charges incurred prior to termination which are wholly, reasonably and properly chargeable by the Supplier in connection with the Contract. The Client shall not be liable to pay any severance payment or compensation to the Supplier for loss of profits suffered as a result of the termination. Determination of such Charges shall be on a *quantum meruit* basis.
- 11.2. Termination, or partial termination, or expiry in accordance with Clause 10 shall not prejudice or affect any right of action or remedy that shall have accrued or shall thereafter accrue to either party.
- 11.3. In the event of termination of the Contract for any reason:
 - a) the Supplier shall return to the Client all Client Property and all Client Data and other items belonging to the Client in its possession;
 - b) subject to the payment of the appropriate portion for work completed, the Supplier shall provide the Client with a copy of all work undertaken to date (whether completed or not). and
 - c) Upon expiry or termination for any reason, the Supplier shall render reasonable assistance to the Client (and any third parties appointed by the Client) if requested, to the extent necessary to effect an orderly cessation of the Services.

12. WARRANTIES AND REPRESENTATIONS

- 12.1. The Supplier warrants and represents that:

- a) it has full capacity and all necessary consents to enter into and to perform the duties as specified herein;
- b) this Contract shall be performed in compliance with all applicable laws, enactments, orders, regulations and other similar instruments as amended from time to time;
- c) the Supplier warrants that the Ordered Services shall be provided and carried out by appropriately experienced, qualified and trained personnel with all due skill, care and diligence;
- d) it shall discharge its obligations hereunder with all due skill, care and diligence including good industry practice and (without limiting the generality of this Clause 12, in accordance with its own established internal procedures;
- e) it owns, has obtained or shall obtain valid licences for all Intellectual Property Rights that are necessary for the performance of this Contract and the use of the Ordered Services by the Client;
- f) it has taken and shall continue to take all reasonable steps, in accordance with good industry practice, to prevent the introduction, creation or propagation of any disruptive element (including any virus, worm and/or trojan horse) onto the Ordered Service and into systems, data, software or Confidential Information (held in electronic form) owned by or under the control of, or used by, the Client;
- g) it shall take all reasonable measures to avoid any and all data loss and data corruption during the provision of the Ordered Services in accordance with good industry practice;

13. LIMITATION OF LIABILITY

- 13.1. Neither the Client nor the Supplier excludes or limits liability to the other for death or personal injury arising from its negligence or any breach of any obligations implied by Section 12 of the Sale of Goods Act 1979 or Section 2 of the Supply of Goods and Services Act 1982 or for fraud or fraudulent misrepresentation.
- 13.2. Nothing in this Clause 13 shall be taken as limiting the liability of the Supplier in respect of Clause 14, Clause 15, and Clause 16.
- 13.3. In respect of any claims of liability arising out of the willful default of the Supplier, its employees, servants, the Supplier will have unlimited liability for all reasonably foreseeable loss suffered by the Client as a result of such act, omission or event giving rise to the claim.

13.4. Subject always to the provisions of Clauses 13.1, 13.2 and 13.3, the aggregate liability of the Client and the Supplier for each Year for all Defaults whether arising under contract, tort (including negligence) or otherwise in connection with this Contract shall in no event exceed whichever is the greater of Five hundred thousand pounds or a sum equivalent to one hundred and twenty five percent (125%) of the total charges paid or payable to the Supplier under all contracts entered into during a twelve (12) Month period specified by the claiming party, such twelve (12) Month period including the date on which at least one such Default arose.

13.5. Subject always to the provisions of Clauses 13.1, 13.2 and 13.3, in no event shall either the Client or the Supplier be liable to the other for:

- a) indirect or consequential loss or damage; and/or
- b) loss of profits, business, revenue, goodwill or anticipated savings.

13.6. Subject always to the provisions of Clauses 13.1, 13.2 and 13.3, and 13.4, , the provisions of Clause 13.5 shall not be taken as limiting the right of either the Client or the Supplier to claim from the other for:

- a) reasonable additional operational and administrative costs and expenses;
- b) any reasonable costs or expenses rendered nugatory; and
- c) damage due to the loss of data, but only to the extent that such losses relate to the costs of working around any loss of data and the direct costs of recovering or reconstructing such data,

resulting directly from the Default of the other party.

13.7. The Client and the Supplier expressly agree that should any limitation or provision contained in this Clause 13 be held to be invalid under any applicable statute or rule of law it shall to that extent be deemed omitted, but if any either of them thereby becomes liable for loss or damage which would otherwise have been excluded such liability shall be subject to the other limitations and provisions set out herein.

14. DATA PROTECTION

14.1. The Supplier shall comply at all times with the Data Protection Requirements and shall not perform its obligations under this Contract in such a way as to cause the Client to breach any of its applicable obligations under the Data Protection Requirements.

- 14.2. The Supplier shall be liable for and shall indemnify (and keep indemnified) the Client against each and every action, proceeding, liability, reasonable cost, claim, loss, reasonable expense (including reasonable legal fees and disbursements on a solicitor and Agency basis) and demand incurred by the Client which arise directly or in connection with the Supplier's data processing activities under this Contract, including without limitation those arising out of any third party demand, claim or action, or any breach of contract, negligence, fraud, willful misconduct, breach of statutory duty or non-compliance with any part of the Data Protection Requirements by the Supplier or its employees, servants, agents or Sub-Suppliers.
- 14.3 The Parties acknowledge that for the purposes of the Data Protection Legislation, the Client is the Controller and the Supplier is the Processor unless otherwise specified in Schedule 12. The only processing that the Processor is authorised to do is listed in Schedule 12 by the Controller and may not be determined by the Processor.
- 14.4 The Processor shall notify the Client immediately if it considers that any of the Controller's instructions infringe the Data Protection Legislation.
- 14.5 The Processor shall provide all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Controller, 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.
- 14.6 The Processor shall, in relation to any Personal Data processed in connection with its obligations under this Agreement:
- (a) process that Personal Data only in accordance with Schedule 12, unless the Processor is required to do otherwise by Law. If it is so required, the Processor shall promptly notify the Controller 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 Controller may reasonably reject (but failure to reject shall not amount to approval by the Controller of the adequacy of the Protective Measures), having taken account of the:
 - (i) nature of the data to be protected;

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- (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 Processor Personnel do not process Personal Data except in accordance with this Agreement (and in particular Schedule 12;
 - (ii) it takes all reasonable steps to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:
 - (A) are aware of and comply with the Processor's duties under this clause;
 - (B) are subject to appropriate confidentiality undertakings with the Processor or any Sub-processor;
 - (C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third Party unless directed in writing to do so by the Controller or as otherwise permitted by this Agreement; and
 - (D) have undergone adequate training in the use, care, protection and handling of Personal Data; and
- (d) not transfer Personal Data outside of the EU unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:
- (v) the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Controller;
 - (vi) the Data Subject has enforceable rights and effective legal remedies;
 - (vii) the Processor 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 endeavors to assist the Controller in meeting its obligations); and
 - (viii) the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the processing of the Personal Data;
- (e) at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the Agreement unless the Processor is required by Law to retain the

Personal Data.

- 14.7 Subject to clause 1.6, the Processor shall notify the Controller immediately if it:
- (a) receives a Data Subject Access Request (or purported Data Subject Access Request);
 - (b) receives a request to rectify, block or erase any Personal Data;
 - (c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
 - (d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Agreement;
 - (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.
- 14.8 The Processor's obligation to notify under clause 1.5 shall include the provision of further information to the Controller in phases, as details become available.
- 14.9 Taking into account the nature of the processing, the Processor shall provide the Controller with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under clause 1.5 (and insofar as possible within the timescales reasonably required by the Controller) including by promptly providing:
- (a) the Controller with full details and copies of the complaint, communication or request;
 - (b) such assistance as is reasonably requested by the Controller to enable the Controller to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
 - (c) the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;
 - (d) assistance as requested by the Controller following any Data Loss Event;
 - (e) assistance as requested by the Controller with respect to any request from the Information Commissioner's Office, or any consultation by the Controller with the Information Commissioner's Office.
- 14.10 The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this clause. This requirement does not apply where the Processor employs fewer than 250 staff, unless:
- (a) the Controller determines that the processing is not occasional;

- (b) the Controller 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; and
- (c) the Controller determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.

14.11 The Processor shall allow for audits of its Data Processing activity by the Controller or the Controller's designated auditor.

14.12 The Processor shall designate a data protection officer if required by the Data Protection Legislation.

14.13 Before allowing any Sub-processor to process any Personal Data related to this Agreement, the Processor must:

- (a) notify the Controller in writing of the intended Sub-processor and processing.
- (b) obtain the written consent of the Controller;
- (c) enter into a written agreement with the Sub-processor which give effect to the terms set out in this clause such that they apply to the Sub-processor; and
- (d) provide the Controller with such information regarding the Sub-processor as the Controller may reasonably require.

14.14 The Processor shall remain fully liable for all acts or omissions of any Sub-processor.

14.15 The Controller may, at any time on not less than 30 Working Days' notice, revise this clause by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this Agreement).

14.16 The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Controller may on not less than 30 Working Days' notice to the Processor amend this agreement to ensure that it complies with any guidance issued by the Information Commissioner's Office.

14.17 Where the Parties include two or more Joint Controllers as identified in Schedule 12 in accordance with GDPR Article 26, those Parties shall enter into a Joint Controller Agreement based on the terms outlined in Schedule 12a in replacement of Clauses 14.3-14.16 for the Personal Data under Joint Control.

15. INTELLECTUAL PROPERTY RIGHTS

- 15.1. Save as granted under this Contract, neither the Client nor the Supplier shall acquire any right, title or interest in the other's Pre-Existing Intellectual Property Rights respectively save that each party hereby grants a license to the other party to use its Pre-Existing Intellectual Property Rights to the extent necessary to perform its obligations under this Contract.
- 15.2. All Intellectual Property Rights that are created by the Supplier in the provision of the Services to the Client shall be proprietary to and owned by the Client and the Supplier shall enter into such documentation and perform such acts as the Client shall request to properly vest such Intellectual Property Rights in the Client. Accordingly, the Supplier hereby assigns (by way of present assignment of future intellectual property rights) all such Intellectual Property Rights.
- 15.3. The Supplier shall procure that the provision of the Ordered Services shall not infringe any Intellectual Property Rights of any third party.
- 15.4. The Supplier shall indemnify the Client against all claims, demands, actions, costs, expenses (including legal costs and disbursements on a solicitor and Agency basis), losses and damages arising from or incurred by reason of any infringement or alleged infringement (including the defence of such alleged infringement) of any Intellectual Property Right in connection with the provision of the Ordered Services, except to the extent that such liabilities have resulted directly from the Client failure properly to observe its obligations under this Clause 15.
- 15.5. Each of the parties shall notify the other if it receives notice of any claim or potential claim relating to the other party's Pre-Existing Intellectual Property Rights

16. CONFIDENTIALITY

- 16.1. Without prejudice to the application of the Official Secrets Acts 1911 to 1989 to any Confidential Information, the Client and the Supplier acknowledge that any Confidential Information originating from:
- a) the Client, its servants or agents is the property of the Client; and
 - b) the Supplier, its employees, servants or agents is the property of the Supplier.
- 16.2. The Supplier and the Client shall procure that:
- a) any person employed or engaged by them (in connection with this Contract in the course of such employment or engagement) shall only use Confidential Information for the purposes of this Contract;

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- b) any person employed or engaged by them in connection with this Contract shall not, in the course of such employment or engagement, disclose any Confidential Information to any third party without the prior written consent of the other party;
- c) they shall take all necessary precautions to ensure that all Confidential Information is treated as confidential and not disclosed (save as aforesaid) or used other than for the purposes of this Contract by their employees, servants, agents or Sub-Suppliers; and
- d) without prejudice to the generality of the foregoing neither the Client nor the Supplier nor any person engaged by them whether as a servant or a consultant or otherwise shall use the Confidential Information for the solicitation of business from the other or from any third party.

16.3. The provisions of Clause 16.1 and Clause 16.2 shall not apply to any information which:

- a) is or becomes public knowledge other than by breach of this Clause 16; or
- b) is in the possession of the recipient without restriction in relation to disclosure before the date of receipt from the disclosing party; or
- c) is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure; or
- d) is independently developed without access to the Confidential Information; or
- e) must be disclosed pursuant to a statutory, legal or parliamentary obligation placed upon the party making the disclosure, including any requirements for disclosure under the Freedom of Information Act 2000 or the Environmental Information Regulations 2004.
- f) is required to be disclosed by a competent regulatory Agency (including the Law Society or Solicitors Disciplinary Tribunal) or pursuant to any applicable rules of professional conduct.

16.4. Nothing in this Clause 16 shall be deemed or construed to prevent the Client from disclosing any Confidential Information obtained from the Supplier:

- a) to any other department, office or agency of Her Majesty's Government ("Crown Bodies"), provided that the Client has required that such information is treated as confidential by such Crown Bodies and their servants, including, where appropriate, requiring servants to enter into a confidentiality agreement prior to disclosure of the Confidential Information and the Client shall have no further liability for breach of confidentiality in respect of the departments, offices and agencies. All Crown Bodies in receipt of such Confidential Information shall be considered as parties to this Contract within Section 1(1) of the Contracts (Rights of Third Parties) Act 1999 for the purpose only of being entitled to further disclose the Confidential Information to other Crown Bodies on such terms; and
- b) to any consultant, Supplier or other person engaged by the Client in connection herewith, provided that the Client shall have required that such information be treated as confidential by such consultant, Supplier or other person, together with their servants including, where appropriate, requiring servants to enter into a confidentiality agreement prior to disclosure of the Confidential Information and the Client shall have no further liability for breach of confidentiality in respect of consultants, Suppliers or other people.

16.5. The Supplier shall, prior to commencing any work, enter into a confidentiality undertaking in the form set out in [Schedule 7](#).

16.6. If required by the Client, the Supplier shall procure that any of its Staff or associates enters into a confidentiality undertaking in the form set out in [Schedule 7](#) or such alternative form as the Client may substitute from time to time

16.7. Nothing in this Clause 16 shall prevent the Supplier or the Client from using data Processing techniques, ideas and know-how gained during the performance of this Contract in the furtherance of its normal business, to the extent that this does not relate to a disclosure of Confidential Information or an infringement by the Client or the Supplier of any Intellectual Property Rights.

17. PUBLICITY

17.1. The Supplier shall not make any press announcements or publicise this Contract in any way without the Client's prior written consent.

17.2. Notwithstanding the provisions of Clause 17.1, the Supplier shall be entitled to make any announcement required by any securities exchange or regulatory Agency or government body to which it subscribes whether or not the requirement has the force of law.

18. DISPUTE RESOLUTION

- 18.1. Subject to the provisions of Clause 18.2, any dispute arising under, or in connection with this Contract shall be dealt with in accordance with this Clause 18, and neither the Client nor the Supplier shall be entitled to commence or pursue any legal proceedings under the jurisdiction of the courts in connection with any such dispute, until the procedures set out in this Clause 18 have been exhausted.
- 18.2. Clause 18.1 shall be without prejudice to the rights of termination stated in [Clause 10](#) and in addition shall not prevent the Client or the Supplier from applying for injunctive relief in the case of:
- a) breach or threatened breach of confidentiality;
 - b) infringement or threatened infringement of its Intellectual Property Rights;
or
 - c) Infringement or threatened infringement of the Intellectual Property Rights of a third party, where such infringement could expose the Client or the Supplier to liability.
- 18.3. All disputes between the Client and the Supplier arising out of or relating to any Purchase Order shall be referred by Client's Representative or the nominated head of the Supplier's Accountant Management Team to the other for resolution.
- 18.4. If any dispute cannot be resolved pursuant to the provisions of Clause 18.3 within ten (10) Working Days either party may refer the dispute to the Client's Head of Procurement for resolution.
- 18.5. If any dispute cannot be resolved pursuant to the provisions of Clause 18.4 within ten (10) Working Days, then either party may refer the dispute to mediation and if necessary thereafter to the courts in accordance with the provisions of [Schedule 6](#).

19. INSURANCE

- 19.1. The Supplier shall effect and maintain policies of insurance to provide a level of cover sufficient for all risks which may be incurred by the Supplier under this Contract, including death or personal injury, or loss of or damage to property.
- 19.2. The Supplier shall hold employer's liability insurance in respect of its employees in accordance with any legal requirement for the time being in force.
- 19.3. The Supplier shall produce to the Client's Representative, within five (5) Working Days of request, copies of all insurance policies referred to in Clause 19.1 and Clause 19.2 or such other evidence as agreed between the Client and the Supplier that will confirm the extent of the cover given by those policies, together with receipts or other evidence of payment of the latest premiums due under those policies.

19.4. The terms of any insurance or the amount of cover shall not relieve the Supplier of any liabilities under this Contract. It shall be the responsibility of the Supplier to ensure that the amount of insurance cover is adequate to enable it to satisfy all its potential liabilities subject to the limit of liability specified in [Clause 13](#) of this Contract.

20. RECOVERY OF SUMS DUE

20.1. The Client shall be permitted to deduct and withhold from any sum due to the Supplier under this Contract any sum of money due from the Supplier under either:

- a) this Contract;
- b) any other agreement between the Supplier and the Client;

provided that the terms of such other agreement provide for sums of money due from the Supplier under that agreement to be recovered by way of a deduction from sums of money due to the Supplier under this Contract (albeit that this Contract may not be referenced specifically under that agreement).

21. STATUTORY REQUIREMENTS

21.1. The Supplier shall notify the Client of all statutory provisions and approved safety standards applicable to the Ordered Services and their provision and shall be responsible for obtaining all licenses, consents or permits required for the performance of this Contract.

21.2. The Supplier shall inform the Client if the Ordered Services are hazardous to health or safety and of the precautions that should be taken in respect thereto.

21.3. The Supplier shall, and shall ensure that its personnel, agents and Sub-Suppliers, take all measures necessary to comply with the requirements of the Health and Safety at Work etc. Act 1974 and any other acts, orders, regulations and codes of practice relating to health and safety, which may apply to those involved in the performance of this Contract.

22. STATUTORY INVALIDITY

The Client and the Supplier expressly agree that should any limitation or provision contained in this Contract be held to be invalid under any particular statute or law, or any rule, regulation or bye-law having the force of law, it shall to that extent be deemed to be omitted but, if either the Client or the Supplier thereby becomes liable for loss or damage which would have otherwise been excluded, such liability shall be subject to the other limitations and provisions set out herein.

23. ENVIRONMENTAL REQUIREMENTS

23.1. The Supplier shall comply in all material respects with all applicable environmental laws and regulations in force from time to time in relation to the Services. Without prejudice to the generality of the foregoing, the Supplier shall promptly provide all such information regarding the environmental impact of the Services as may reasonably be requested by the Client.

23.2. The Supplier shall meet all reasonable requests by the Client for information evidencing compliance with the provisions of this Clause 23 by the Supplier.

24. DISCRIMINATION

24.1. The Supplier shall not unlawfully discriminate either directly or indirectly on such grounds as race, colour, ethnic or national origin, disability, sex or sexual orientation, religion or belief, or age and without prejudice to the generality of the foregoing the Supplier shall not unlawfully discriminate within the meaning and scope of the Equality Act 2010, the Human Rights Act 1998 or other relevant or equivalent legislation, or any statutory modification or re-enactment thereof. The Supplier shall take all reasonable steps to secure the observance of this Clause by all Staff.

24.2. The Supplier shall take all reasonable steps to secure the observance of the provisions of Clause 24.1 by any Sub-Supplier(s) employed in the execution of this Contract.

25. SUPPLIER'S SUITABILITY

25.1. The Client reserves the right under this Contract to refuse to admit to any premises occupied by or on behalf of the Client the Supplier, whose admission has become, in the opinion of the Client, undesirable.

25.2. If the Supplier shall fail to comply with Clause 25.1 and if the Client (whose decision shall be final and conclusive) shall decide that such failure is prejudicial to the interests of the State and if the Supplier does not comply with the provisions of Clause 25.1 within a reasonable time of written notice so to do, then the Client may terminate the any Purchase Order provided always that such termination shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to the Client.

26. OFFICIAL SECRETS ACTS

The Supplier shall take all reasonable steps to ensure that he and all people employed by him or his agents and Sub-Suppliers in connection with this Contract are aware of the Official Secrets Act 1989 and where appropriate, with the provisions of the Atomic Energy Act 1946, and that these Acts apply to them during the execution of this Contract and after the expiry or termination of this Contract.

27. CORRUPT GIFTS AND PAYMENTS OF COMMISSION

27.1. The Supplier shall not:

- a) offer or give or agree to give any person in Her Majesty's Service any gift or consideration of any kind as an inducement or reward for doing, forbearing to do, or for having done or forborne to do any act in relation to the obtaining or execution of this Contract or any other contract for Her Majesty's Service or for showing favour or disfavour to any person in relation to this or any other contract for Her Majesty's Service;
- b) enter into this Contract or any other contract with a person in Her Majesty's Service in connection with which commission has been paid or agreed to be paid by him or on his behalf, or to his knowledge, unless before this Contract are accepted, made particulars of any such commission and of the terms and conditions of any agreement for the payment thereof have been disclosed in writing to the Client.

27.2. Any breach of Clause 27.1 by the Supplier or by anyone employed by him or acting on his behalf (whether with or without the knowledge of the Supplier) or the commission of any offence by the Supplier or by anyone employed by him or acting on his behalf under the Prevention of Corruption Acts 1889 to 1916, in relation to this Contract or any other contract with Her Majesty's Service shall entitle the Client to terminate any Purchase Order and recover from the Supplier the amount of any direct loss resulting from such termination and/or to recover from the Supplier the amount or value of any such gift, consideration or commission.

27.3. Any dispute, difference or question arising in respect of the interpretation of this Clause 27, the right of the Client to terminate any Purchase Order or the amount or value of any such gift, consideration or commission shall be decided by the Client, whose decision shall be final and conclusive.

27.4. Either Party may terminate this contract and recover all its losses if the other Party, their employees or anyone acting on their behalf:

- a. Corruptly offers, gives or agrees to give to anyone any inducement or reward in respect of this Contract; or
- b. Commits an offence under the Bribery Act 2010.

28. TRANSFER AND SUB-CONTRACTING

28.1. Sub-contracting will be allowed, subject to written authorisation from the Client.

28.2. The Client shall be entitled to nominate sub-Suppliers at its discretion.

28.3. The Supplier shall be entitled to Sub-Contract its obligations under this Contract, or any resultant Purchase Order, solely with the express permission of the Client Representative; such permission shall not be unreasonably withheld.

28.4. Any sub-contract must allow for full disclosure under 'transparency' requirements.

285. The Client shall be entitled to assign or otherwise dispose of its rights and obligations under this Contract and/or any relevant Purchase Order to any other body (including any private sector body) which substantially performs any of the functions that previously had been performed by the Client.

29. RIGHTS OF THIRD PARTIES

- 29.1. To the extent that this Contract are expressed to confer rights or benefits on a party who is not a party to this Contract, that party shall by virtue of the Contracts (Rights of Third Parties) Act 1999, be entitled to enforce those rights as if it was a party to this Contract. For the avoidance of doubt the consent of any person other than the Client (or the Supplier, as the case may be) is not required to vary or terminate this Contract.
- 29.2. Except as provided in Clause 29.1, a person who is not a party to this Contract shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Contract. This Clause 29.2 does not affect any right or remedy of any person that exists or is available otherwise than pursuant to that Act.

30. CLIENT PROPERTY

- 30.1. All Client Property shall remain the property of the Client and shall be used only for the purposes of the Contract.
- 30.2. The Supplier undertakes the safe custody of and the due return of all Client Property and shall be responsible for all reasonably foreseeable loss thereof from whatever cause and shall indemnify the Client against such loss.
- 30.3. Neither the Supplier, nor any SubSupplier nor any other person shall have a lien on any Client Property for any sum due to the Supplier, SubSupplier or other person and the Supplier shall take all reasonable steps to ensure that the title of the Client and the exclusion of any such lien are brought to the notice of all SubSuppliers and other persons dealing with any Client Property

31. SEVERABILITY

Subject to the provisions of [Clause 22](#), if any provision of this Contract is held invalid, illegal or unenforceable for any reason, such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if this Contract had been accepted with the invalid provision eliminated. In the event of a holding of invalidity so fundamental as to prevent the accomplishment of the purpose of this Contract, the Client and the Supplier shall immediately commence good faith negotiations to remedy such invalidity.

32. FREEDOM OF INFORMATION

- 32.1. The Supplier acknowledges that the Client is subject to the requirements of the Code of Practice on Government Information, FOIA and the Environmental Information Regulations and shall assist and cooperate with the Client to enable the Client to comply with its Information disclosure obligations.

322. The Supplier shall, and shall procure that its Sub-Suppliers shall:
- transfer to the Client all Requests for Information that it receives as soon as practicable and in any event within two Working Days of receiving a Request for Information;
 - provide the Client with a copy of all Information in its possession, or power in the form that the Client requires within five Working Days (or such other period as the Client may specify) of the Client's request; and
 - provide all necessary assistance as reasonably requested by the Client to enable the Client to respond to the Request for Information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the Environmental Information Regulations.
323. The Client shall be responsible for determining in its absolute discretion and notwithstanding any other provision in this Contract or any other contract whether the Commercially Sensitive Information and/or any other information is exempt from disclosure in accordance with the provisions of the Code of Practice on Government Information, FOIA or the Environmental Information Regulations.
324. In no event shall the Supplier respond directly to a Request for Information unless expressly authorised to do so by the Client.
325. The Supplier acknowledges that (notwithstanding the provisions of [Clause 42 – Transparency](#), the Client may, be obliged under the FOIA, or the Environmental Information Regulations to disclose information concerning the Supplier or the Services:
- in certain circumstances without consulting the Supplier; or
 - following consultation with the Supplier and having taken their views into account;
- provided always that where [reference] applies the Client shall, in accordance with any recommendations of the Code, take reasonable steps, where appropriate, to give the Supplier advanced notice, or failing that, to draw the disclosure to the Supplier's attention after any such disclosure.
326. The Supplier shall ensure that all Information is retained for disclosure and shall permit the Client to inspect such records as requested from time to time.
327. The Supplier acknowledges that the Commercially Sensitive Information listed in [Schedule 9](#) (if any) is of indicative value only and that the Client may be obliged to disclose it in accordance with [clause 32](#).

33. FORCE MAJEURE

- 33.1. For the purposes of this Contract the expression "Force Majeure" shall mean any cause affecting the performance by either the Client or the Supplier of its obligations arising from acts, events, omissions, happenings or non-happenings beyond its reasonable control including (but without limiting the generality thereof) governmental regulations, fire, flood, or any disaster or an industrial dispute affecting a third party for which a substitute third party is not reasonably available. Any act, event, omission, happening or non-happening will only be considered Force Majeure if it is not attributable to the willful act, neglect or failure to take reasonable precautions of the affected party, its employees, servants or agents or the failure of either the Client or the Supplier to perform its obligations under any Purchase Order.
- 33.2. It is expressly agreed that any failure by the Supplier to perform or any delay by the Supplier in performing its obligations under any Purchase Order which results from any failure or delay in the performance of its obligations by any person, firm or company with which the Supplier shall have entered into any contract, supply arrangement or Sub-Contract or otherwise shall be regarded as a failure or delay due to Force Majeure only in the event that such person firm or company shall itself be prevented from or delayed in complying with its obligations under such Purchase Order, supply arrangement or Sub-Contract or otherwise as a result of circumstances of Force Majeure.
- 33.3. Both the Client and the Supplier agree that any acts, events, omissions, happenings or non-happenings resulting from the adoption of the Euro by the United Kingdom government shall not be considered to constitute Force Majeure under this Contract.
- 33.4. Neither the Client nor the Supplier shall in any circumstances be liable to the other for any loss of any kind whatsoever including but not limited to any damages or abatement of Charges whether directly or indirectly caused to or incurred by the other party by reason of any failure or delay in the performance of its obligations which is due to Force Majeure. Notwithstanding the foregoing, both the Client and the Supplier shall use all reasonable endeavors to continue to perform, or resume performance of, (and having resumed to catch up to the required level of performance existing immediately prior to the Force Majeure event), such obligations hereunder for the duration of such Force Majeure event.
- 33.5. If either the Client or the Supplier become aware of circumstances of Force Majeure which give rise to or which are likely to give rise to any such failure or delay on its part it shall forthwith notify the other by the most expeditious method then available and shall inform the other of the period which it is estimated that such failure or delay shall continue.
- 33.6. It is hereby expressly declared that the only events that shall afford relief from liability for failure or delay shall be any event qualifying for Force Majeure hereunder.

34. LEGISLATIVE CHANGE

- 34.1. The Supplier shall bear the cost of ensuring that the Ordered Services shall comply with all applicable statutes, enactments, orders, regulations or other similar instruments and any amendments thereto, except where any such amendment could not reasonably have been foreseen by the Supplier at the date hereof.
- 34.2. Where such reasonably unforeseeable amendments are necessary, the Client and the Supplier shall use all reasonable endeavors to agree upon reasonable adjustments to the Charges as may be necessary to compensate the Supplier for such additional costs as are both reasonably and necessarily incurred by the Supplier in accommodating such amendments.

35. CONFLICTS OF INTEREST

The Supplier shall disclose to the Client's Representative as soon as is reasonably practical after becoming aware of any actual or potential conflict of interest relating to provision of the Services by the Supplier or any event or matter (including without limitation its reputation and standing) of which it is aware or anticipates may justify the Client taking action to protect its interests.

36. ASSIGNED STAFF

- 36.1. As soon as the Supplier becomes aware of any intended changes to the Account Management Team, they shall inform the Client Representative.
- 36.2. The Client may require the Supplier to attend a meeting and/or submit written notification of the steps it intends to take to mitigate any issues which may result from such changes.

37. INVESTIGATIONS

The Supplier shall immediately notify the Client Representative in writing if any investigations are instituted into the affairs of the Supplier, its partners or key managers under the Companies, Financial Services or Banking Acts, or in the event of any police or Serious Fraud Office enquiries, enquires into possible fraud, any involvement in DTI investigations or any investigations by the Office for the Supervision of Solicitors which might result in public criticism of the Supplier.

38. STATUTORY AUDITORS' ACCESS

For the purposes of the examination and certification of the Client accounts or any examination, pursuant if appropriate to Section 6(1) of the National Audit Act 1983 or any re-enactment thereof, or pursuant to any equivalent legislation, of the economy, efficiency and effectiveness with which the Client has used its resources, the Client's statutory auditors may examine such documents as they may reasonably require which are owned, held or otherwise within the control of the Supplier and may require the Supplier to produce such oral or written explanations as they consider necessary. For the avoidance of doubt it is hereby declared that the carrying out of an examination, if appropriate, under section 6(3) (d) of the National Audit Act 1983 or any re-enactment thereof, or under any equivalent legislation, in relation to the Supplier is not a function exercisable under this clause 38.

39. ELECTRONIC INSTRUCTION

The Supplier shall use its reasonable endeavors to interface with any system introduced by the Client for issuing electronic instructions, in particular the FSA's Purchase Order system, and to accept such instruction.

40. WAIVER

- 40.1. The failure of the Supplier or the Client to insist upon strict performance of any provision of this Contract or to exercise any right or remedy to which it is entitled hereunder, shall not constitute a waiver thereof and shall not cause a diminution of the obligations established by this Contract.
- 40.2. A waiver of any default shall not constitute a waiver of any other default.
- 40.3. No waiver of any of the provisions of this Contract shall be effective unless it is expressed to be a waiver communicated by notice, in accordance with the provisions of [Clause 9](#).

41. LAW AND JURISDICTION

Subject to the provisions of [Clause 18](#), the Client and the Supplier accept the exclusive jurisdiction of the English and Welsh courts and agree that this Contract is to be governed by and construed according to the law of England and Wales.

42. TRANSPARENCY

- 42.1. The Parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of these Terms and Conditions and any Purchase Order is not Confidential Information.

42.2. The Client shall be responsible for determining in its absolute discretion whether any content of any Purchase Order is exempt from disclosure in accordance with the provisions of the FOIA. Notwithstanding any other term of these Terms and Conditions, the Supplier gives his consent for the Client to publish any Contract or Purchase Order in its entirety, (but with any information which is exempt from disclosure in accordance with the provisions of the FOIA redacted), to the general public.

42.3. The Client may consult with the Supplier to inform its decision regarding any redactions, but the Client shall have the final decision in its absolute discretion.

43. SECURITY PROVISIONS

Supplier Personnel – Staffing Security

43.1 The Supplier shall comply with the staff vetting procedures in respect of all Supplier Personnel employed or engaged in the provision of the Services. The Supplier confirms that all Supplier Personnel employed or engaged by the Supplier at the Effective Date were vetted and recruited on such a basis that is equivalent to and no less strict than the Staff Vetting procedures as laid out by Cabinet Office: https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/200551/HMG_Baseline_Personnel_Security_Standard_V3_2_Apr-2013.pdf

43.2 The Supplier shall provide training on a continuing basis for all Supplier Personnel employed or engaged in the provision of the Services in compliance with the Security Policy – Table of Policies – See Annex D.

43.3 The Supplier agrees to conform to the below standards as directed by the Client:

Baseline Standard

- a) The **Baseline Standard** is not a formal security clearance but aims to provide an appropriate level of assurance as to the trustworthiness, integrity and probable reliability of prospective **Suppliers** and/or their **Staff**.
- b) It should be applied to all private sector **Employees** working on government **Contracts** (e.g. **Suppliers** and consultants), who require access to the **Agency's** premises, or knowledge or custody of, government assets protectively marked up to and including CONFIDENTIAL.
- c) The outcome of checks should be recorded on the **Baseline Standard Verification Record**. This will be carried out by the **Agency's Representative**.

Enhanced Baseline Standard

Some **Contracts** may require the **Baseline Standard** to be supplemented with additional checks (e.g. a Criminal Record Check (including spent convictions) or a Credit Worthiness Check). A Criminal Record Check could take up to 2 **Weeks** to process.

43.4 The Baseline Standard comprises verification of the following four main elements:
a) Identity

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- b) Employment history (past 3 years)
- c) Nationality and Immigration Status
- d) Criminal record (unspent convictions only)

43.5 Additionally, Suppliers and their staff are required to give a reasonable account of any significant periods (6 months or more in the past 3 years) of time spent abroad.

43.6 Verification of identity is essential before any individual can begin working on the Client's premises or have access to assets/documents as described above. Before a contract is awarded Suppliers and their staff who will work on the Client's premises or have access to assets/documents as described above will be asked to provide the following:

- a) Confirmation of name, date of birth and address. (ID should be corroborated by original documents i.e. full passport, national ID card, current UK full driving license, birth certificate, bank correspondence or utility bills.)
- b) National insurance number or other unique personal identifying number where appropriate.
- c) Full details of previous employers (name, address and dates), over the past 3 years.
- d) Confirmation of any necessary qualifications/licences.
- e) Educational details and references where someone is new to the workforce.
- f) Confirmation of permission to work in the UK if appropriate.

43.7 Client Data

- a) The Supplier shall not delete or remove any proprietary notices contained within or relating to the Client Data.
- b) The Supplier shall not store, copy, disclose, or use the Client Data except as necessary for the performance by the Supplier of its obligations under this Contract or as otherwise expressly authorised in writing by the Client.

43.8 To the extent that Client Data is held and/or processed by the Supplier, the Supplier shall supply that Client Data to the Client as requested by the Client in the format specified herein:

43.9 The Supplier shall take responsibility for preserving the integrity of Client Data and preventing the corruption or loss of Client Data.

43.10 The Supplier shall perform secure back-ups of all Client Data and shall ensure that up-to-date back-ups are stored off-site in accordance with the Business Continuity

and Disaster Recovery Plan. The Supplier shall ensure that such back-ups are available to the Client at all times upon request and are delivered to the Client at no less than monthly intervals.

- 43.11 The Supplier shall ensure that any system on which the Supplier holds any Client Data, including back-up data, is a secure system that complies with the Security Policy.
- 43.12 If the Client Data is corrupted, lost or sufficiently degraded as a result of the Supplier's Default so as to be unusable, the Client may:
- require the Supplier (at the Supplier's expense) to restore or procure the restoration of Client Data to the extent and in accordance with the requirements specified in herein and the Supplier shall do so as soon as practicable but not later than two working days; and/or
 - itself restore or procure the restoration of Client Data, and shall be repaid by the Supplier any reasonable expenses incurred in doing so to the extent and in accordance with the requirements specified herein
- 43.13 If at any time the Supplier suspects or has reason to believe that Client Data has or may become corrupted, lost or sufficiently degraded in any way for any reason, then the Supplier shall notify the Client immediately and inform the Client of the remedial action the Supplier proposes to take.

Protection of Personal Data

- 43.14 With respect to the parties' rights and obligations under this Contract, the parties agree that the Client is the Data Controller and that the Supplier is the Data Processor. The Supplier shall:
- process the Personal Data only in accordance with instructions from the Client (which may be specific instructions or instructions of a general nature as set out in this Contract or as otherwise notified by the Client to the Supplier during the Term);
 - process the Personal Data only to the extent, and in such manner, as is necessary for the provision of the Services or as is required by Law or any Regulatory Body;
 - implement appropriate technical and organisational measures to protect the Personal Data against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure. These measures shall be appropriate to the harm which might result from any unauthorised or unlawful Processing, accidental loss, destruction or damage to the Personal Data and having regard to the nature of the Personal Data which is to be protected;
 - take reasonable steps to ensure the reliability of any Supplier Personnel who have access to the Personal Data;
 - obtain prior written consent from the Client in order to transfer the Personal Data to any Sub-suppliers or Affiliates for the provision of the Services;

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- ensure that all Supplier Personnel required to access the Personal Data are informed of the confidential nature of the Personal Data and comply with the obligations set out in this clause 43;
- ensure that none of Supplier Personnel publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Client;
- notify the Client (within five Working Days) if it receives:
 - a request from a Data Subject to have access to that person's Personal Data; or
 - a complaint or request relating to the Client's obligations under the Data Protection Legislation;
- provide the Client with full cooperation and assistance in relation to any complaint or request made, including by:
 - providing the Client with full details of the complaint or request;
 - complying with a data access request within the relevant timescales set out in the Data Protection Legislation and in accordance with the Client's instructions;
 - providing the Client with any Personal Data it holds in relation to a Data Subject (within the timescales required by the Client); and
 - providing the Client with any information requested by the Client;
- permit the Client or the Client Representative (subject to reasonable and appropriate confidentiality undertakings), to inspect and audit, in accordance with clause 38 (Audits), the Supplier's data Processing activities (and/or those of its agents, subsidiaries and Sub-suppliers) and comply with all reasonable requests or directions by the Client to enable the Client to verify and/or procure that the Supplier is in full compliance with its obligations under this Contract;
- provide a written description of the technical and organisational methods employed by the Supplier for processing Personal Data (within the timescales required by the Client); and
- not Process Personal Data outside the European Economic Area without the prior written consent of the Client and, where the Client consents to a transfer, to comply with:
 - the obligations of a Data Controller under the Eighth Data Protection Principle set out in Schedule 1 of the Data Protection Act 1998 by providing an adequate level of protection to any Personal Data that is transferred; and
 - any reasonable instructions notified to it by the Client.

43.15 The Supplier shall comply at all times with the Data Protection Legislation and shall not perform its obligations under this Contract in such a way as to cause the Client to breach any of its applicable obligations under the Data Protection Legislation.

Confidentiality

43.16 Except to the extent set out in this clause or where disclosure is expressly permitted elsewhere in this Contract, each party shall

- treat the other party's Confidential Information as confidential [and safeguard it accordingly]; and

- not disclose the other party's Confidential Information to any other person without the owner's prior written consent.

43.17 Clause 43.13 shall not apply to the extent that:

- such disclosure is a requirement of Law placed upon the party making the disclosure, including any requirements for disclosure under the FOIA, Code of Practice on Access to Government Information or the Environmental Information Regulations pursuant to clause 32 (Freedom of Information);
- such information was in the possession of the party making the disclosure without obligation of confidentiality prior to its disclosure by the information owner;
- such information was obtained from a third party without obligation of confidentiality;
- such information was already in the public domain at the time of disclosure otherwise than by a breach of this Contract; or
- it is independently developed without access to the other party's Confidential Information.

43.18 The Supplier may only disclose the Client's Confidential Information to the Supplier Personnel who are directly involved in the provision of the Services and who need to know the information, and shall ensure that such Supplier Personnel are aware of and shall comply with these obligations as to confidentiality.

43.19 The Supplier shall not, and shall procure that the Supplier Personnel do not, use any of the Client's Confidential Information received otherwise than for the purposes of this Contract.

43.20 At the written request of the Client, the Supplier shall procure that those members of the Supplier Personnel identified in the Client's notice signs a confidentiality undertaking prior to commencing any work in accordance with this Contract.

43.21 Nothing in this Contract shall prevent the Client from disclosing the Supplier's Confidential Information:

- to other Crown Bodies or other Contracting Authorities on the basis that the information is confidential and is not to be disclosed to a third party which is not part of any Crown Body or any Contracting Agency;
- to any consultant, supplier or other person engaged by the Client or any person conducting an Office of Government Commerce gateway review;
 - for the purpose of the examination and certification of the Client's accounts; or
 - for any examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Client has used its resources.

- 43.22 The Client shall use all reasonable endeavours to ensure that any government department, Contracting Agency, employee, third party or Sub-Supplier to whom the Supplier's Confidential Information is disclosed pursuant to clause 43 is made aware of the Client's obligations of confidentiality.
- 43.23 Nothing in this clause 43 shall prevent either party from using any techniques, ideas or know-how gained during the performance of the Contract in the course of its normal business to the extent that this use does not result in a disclosure of the other party's Confidential Information or an infringement of IPR.

Security Requirements

- 43.24 The Supplier shall comply, and shall procure the compliance of the Supplier Personnel, with the Security Policy (see Table of Policies – See Annex D) and the Supplier shall ensure that the Security Plan produced by the Supplier fully complies with the Security Policy.
- 43.25 The Client shall notify the Supplier of any changes or proposed changes to the Security Policy.
- 43.26 If the Supplier believes that a change or proposed change to the Security Policy will have a material and unavoidable cost implication to the Services it may submit a Change Request. In doing so, the Supplier must support its request by providing evidence of the cause of any increased costs and the steps that it has taken to mitigate those costs. Any change to the Charges shall then be agreed in accordance with the Change Control Procedure.
- 43.27 Until and/or unless a change to the Charges is agreed by the Client pursuant to clause 43 the Supplier shall continue to perform the Services in accordance with its existing obligations.

Malicious Software

- 43.28 The Supplier shall, as an enduring obligation throughout the Term, use the latest versions of anti-virus definitions available from an industry accepted anti-virus software vendor to check for and delete Malicious Software from the ICT Environment.
- 43.29 Notwithstanding clause 43, if Malicious Software is found, the parties shall cooperate to reduce the effect of the Malicious Software and, particularly if Malicious Software causes loss of operational efficiency or loss or corruption of Client Data, assist each other to mitigate any losses and to restore the Services to their desired operating efficiency.
- 43.30 Any cost arising out of the actions of the parties taken in compliance with the provisions of clause 43 shall be borne by the parties as follows.

- by the Supplier where the Malicious Software originates from the Supplier Software, the Third-Party Software or the Client Data (whilst the Client Data was under the control of the Supplier); and
- by the Client if the Malicious Software originates from the Client Software or the Client Data (whilst the Client Data was under the control of the Client);

Warranties

43.31 The Supplier warrants, represents and undertakes for the duration of the Term that all personnel used to provide the Services will be vetted in accordance with good industry practice and the Supplier's usual staff vetting procedures.

44. ACCEPTANCE TESTING IS NOT APPLICABLE

45. EXIT MANAGEMENT

(Depending on the complexity of the services a separate Schedule (see Schedule 11) may be required)

- 45.1. On receipt of notice to terminate this Contract or a Purchase Order or expiration of this Contract or a Purchase Order, however and whenever occurring, the Parties shall comply with the Exit Management Requirements as may be set out in any appropriate Purchase Order.
- 45.2. During the Exit Period the Charges shall continue to apply, even where the Exit Period continues after the expiry of the Term.
- 45.3. In order to facilitate the Exit Management Requirements, the Supplier shall, if requested by the Client to do so, extend the Term of this Contract or a Purchase Order.
- 45.4. No right or licence is granted to either Party or their advisers in relation to any Confidential Information except as expressly set out in this Contract.

46. ENTIRE AGREEMENT

This Contract constitutes the entire understanding between the Client and the Supplier relating to the subject matter.

- 46.1. Neither the Client nor the Supplier has relied upon any representation or promise except as expressly set out in this Contract.
- 46.2. Both the Client and the Supplier unconditionally waives any rights it may have to claim damages against the other on the basis of any statement made by the other (whether made carelessly or not) not set out or referred to in this Contract (or for breach of any warranty given by the other not so set out or referred to) unless such statement or warranty was made or given fraudulently.

463. Both the Client and the Supplier unconditionally waives any rights it may have to seek to rescind this Contract on the basis of any statement made by the other (whether made carelessly or not) whether or not such statement is set out or referred to in this Contract unless such statement was made fraudulently.

This contract is deemed to have commenced at the date given on page 1.

Signed for and on behalf of the **Foods Standards Agency**:

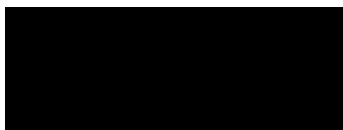
By 

Name... 

Title..... Procurement Category Manager

Date 6th December 2018

Signed for and on behalf of **Bollo Ltd**:

By 

Name..... 

Title..... Company Director

Date..... 5 December 2018

SCHEDULE 1

INTERPRETATIONS

Account Management Team	The Supplier's personnel who have been designated as their point(s) of contact for management of this contract
Agreement	means this contract
Client Property	means anything issued or otherwise furnished in connection with the Contract by or on behalf of the Client, other than any real property.
Client's Representative	means the member of the Client staff who shall be the main contact point under the Contract or any relevant Purchase Order
Charges	means charges payable by the Client to the supplier for the performance of the Services, which must be itemised in full on any relevant Purchase Order
Confidential Information	means any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, know-how, personnel and suppliers of either party, including Intellectual Property Rights, together with all information derived from the above, and any other information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential.
Supplier Personnel	means all directors, officers, employees, agents, consultants and Suppliers of the Supplier and/or of any Sub-Supplier engaged in the performance of its obligations under this Agreement.
Controller, Processor, Data Subject, Personal Data, Personal Data Breach, Data Protection Officer	take the meaning given in the GDPR

Data Loss Event	means any event that results, or may result, in unauthorised access to Personal Data held by the Supplier under this Agreement, and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach
Data Protection Impact Assessment	means an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data.
Data Protection Legislation	(i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the DPA 2018 [subject to Royal Assent] to the extent that it relates to processing of personal data and privacy; (iii) all applicable Law about the processing of personal data and privacy.
Data Protection Requirements	mean the Data Protection Act 1998, the EU Data Protection Directive 95/46/EC, the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Electronic Communications Data Protection Directive 2002/58/EC, the Privacy and Electronic Communications (EC Directive) Regulations 2003 and all applicable laws and regulations relating to processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner.
Data Subject Access 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.
Default	means any breach of the obligations of any party (including but not limited to fundamental breach or breach of a fundamental term) or any default, act, omission, negligence or statement of any party, it's employees, agents or Sub-Suppliers in connection with or in relation to the subject matter of this Contract and in respect of which such party is liable to the other.
DPA 2018	Data Protection Act 2018

Environmental Information Regulations	mean the Environmental Information Regulations 2004 and any guidance and/or codes of practice issued by the Information Commissioner in relation to such regulations.
Equipment	means any computers, laptops, servers, networks, internet broadband, wireless or other connections, other computer associated equipment or presentation equipment
FOIA	means the Freedom of Information Act 2000 and any subordinate legislation made under this Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner in relation to such legislation.
GDPR	the General Data Protection Regulation (Regulation (EU) 2016/679)
Government Accounting	means HM Treasury's manual of accounting principles for government as updated from time to time
Government Procurement Card (GPC)	means the UK Government's VISA purchasing card.
Industry Regulator	means any statutory or non-statutory body with responsibility for regulating (or promoting self regulation) of the provision on the type of services being provided by the Supplier.
Information	has the meaning given under section 84 of the Freedom of Information Act 2000.
Intellectual Property Rights	means patents, trademarks, service marks, design rights (whether registerable or otherwise), applications for any of the foregoing, copyright, database rights, trade or business names and other similar rights or obligations whether registerable or not in any country (including but not limited to the United Kingdom).
Invoicing Procedure	means the procedure by which the Supplier invoices the Client, as set out in Schedule 5 .
Joint Controllers	where two or more Controllers jointly determine the purposes and means of processing.

OFFICIAL

Law	means any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the Supplier is bound to comply.
LED	Law Enforcement Directive (Directive (EU) 2016/680)
Mediator	has the meaning ascribed to it in Schedule 6 .
Month	means a calendar month and “Monthly” shall be similarly construed.
Nominated Sub-Supplier	means any sub-Supplier engaged by the Supplier, at the direction of the Client, in connection with the provision of Ordered Services
Ordered Services	means the services which the Client has instructed the Supplier to carry out in any Purchase Order, subject to Schedule 2 .
Party	means a Party to this Agreement
Personal Data	shall have the same meaning as set out in the Data Protection Act 1998.
Pre-Existing Intellectual Property Rights	shall mean any Intellectual Property rights vested in or licensed to the Supplier or Client prior to or independently of the performance by the Supplier or Client of their obligations under this Contract.
Private Agency	means a commercial organisation to which service provision has been outsourced by a Contracting Agency, which assumes the role and responsibilities of the Agency under a Contract.
Processor Personnel	means all directors, officers, employees, agents, consultants and contractors of the Processor and/or of any Sub-Processor engaged in the performance of its obligations under this Agreement.

Protective Measures	means appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it including those outlined in Schedule [x] (Security).
Purchase Order	means an order for Services served by the Client on the Supplier by means of the Client's i-Procurement system
Quarter	means a three (3) month period beginning on 1 st January, 1 st April, 1 st July or 1 st October. The term 'Quarterly' shall be similarly construed.
Regulatory Body	means those government departments and regulatory, statutory and other entities, committees and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate, or influence the matters dealt with in this Contract or any other affairs of the Client and "Regulatory Body" shall be construed accordingly.
Requests for Information	means a request for information or an apparent request under the Code of Practice on Access to Government Information, FOIA or the Environmental Information Regulations.
Services	means services which the Supplier has agreed to provide under any Purchase Order.
Special Terms	means additional Client specific terms, to which the Supplier's has agreed
Specific Obligations	means any obligations entered at Schedule 3
Staff	means employees, agents and Suppliers of the Supplier
Sub-Supplier	means any sub-Supplier engaged by the Supplier in connection with the provision of Ordered Services.
Sub-Processor	means any third Party appointed to process Personal Data on behalf of that Processor related to this Agreement

OFFICIAL

Supplier	The person identified in the Contract their employees, agents or any other persons under the control of the Supplier
Working Days	means Monday to Friday inclusive, excluding English public and bank holidays.
Year	means a calendar year.

SCHEDULE 2

THE ORDERED SERVICES

1. INTRODUCTION

This Schedule 2 specifies the Ordered Services to be provided to the Client by the Supplier for this Project FSA592 Schools Based Workshop.

This Schedule will be completed by reference to the Client's Specification, the successful Tenderer's Application Form submitted 19th September 2018 and any subsequent clarifications/amendments following contract clarification as set out below.

2. SPECIFICATION

The Food Standards Agency (FSA) is an independent Government department set up in 2000 by an Act of Parliament to protect the public's health and consumer interests in relation to food and drink.

The FSA has operational centers in London and York and devolved offices in Cardiff and Belfast.

Full details of the FSA may be found on our website at <http://www.food.gov.uk/aboutus/>.

One of the FSA in Wales' key objectives is to improve public awareness of food safety and good hygiene practices. It does this through its school engagement programme, where the objective is to enhance and encourage children's understanding of potential hygiene-related risks within their everyday environment.

The FSA is actively engaged with primary and secondary schools across Wales to communicate with young consumers on the importance of food safety and standards. Engagement includes:

- Making children aware of essential food hygiene messages such as the importance of hand washing; when this action should be carried out (to combat problems such as E. coli) and what dangers are attached to not carrying this process out regularly.
- The correct methods for storing food, where and why.
- Basic rules surrounding preparing and cooking food (the Agency's 4Cs campaign, cooking, chilling, cleaning and cross contamination), offering a basic understanding of what signs would show that food was under-cooked and the dangers connected to this.

The Agency's schools based workshops, contributes towards our recognition that "food safety and hygiene has always been at the heart of what the Agency delivers, protecting the interests of consumers" and aspires to aid young people to make more informed choices on how to cook and eat safe food.

The FSA reserves the right to make changes to any of its food safety and standards messages in line with any amendments to legislation, policy or because of any changes proposed by the Welsh Government to the school curriculum in Wales.

BACKGROUND

The most recent series of workshops have been aimed at children aged 5 - 11 years and the programme includes an interactive drama followed by a series of workshops. The FSA wishes to continue this approach. The workshop sessions would need to be adaptable to enable delivery to both foundation and key stage 2 pupils. The drama runs at the start of the day and is followed by workshops to further the children's learning.

The FSA's existing contract for engagement within primary schools in Wales came to an end in March 2018. The FSA wishes to continue with its school engagement programme over the coming years. From January 2019, the FSA will continue to deliver its engagement programme to schools across Wales. Attached at Appendix 1 is a list of Welsh primary schools, which the FSA would potentially visit or has visited in previous years. The FSA are looking to the provider to deliver between 180 and 200 workshops each year.

The EVCOM Clarion Awards are recognised as one of the UK's leading awards for the communication of CSR, social and ethical debate, diversity and inclusion and those working in education, health, social welfare and charities. The FSA's school-based workshops have been very successful at the EVCOM Clarion Awards with the agency winning awards in 2011, 2014, and in 2016. The FSA would welcome future participation, enabled through the successful contractor, in this or a similar award. See further information at: <http://www.evcom.org.uk/about/>

REQUIREMENT

The existing workshops are intended to deliver food safety messages as set out in the Core competencies for Children and Young People aged 5 - 16 Years: A Framework of Skills and Knowledge around Food, Diet and Physical Activity, as reviewed in January 2014. See further information at: <http://www.nutrition.org.uk/foodinschools/competences/competences.html>

It would be for the successful contractor to put forward proposals either for the refocusing of the existing content, or for development of a new programme featuring the Agency's remit, in Wales, for food safety. It is envisaged that the contract duration will be for an initial term of 2 years, with opportunities to extend for a further 24 months on a 12-month basis.

Services which might comprise submission as part of this contract include:

- Design and build of mobile resource set;
- Development of a Food Safety interactive drama;

- Development of Food Safety Workshops.

Running interactive drama/Delivery of Food Safety Workshops – to include programme development, booking, delivery and evaluation.

The FSA welcomes ideas on how to provide for the continued engagement with primary schools within Wales and is not bound by previous approaches it has taken. The following assumes continuity with previous activities but the FSA invites the submission of other ideas to meet the tender specification.

Design and build of mobile resources

To undertake the workshops, the successful contractor may need to design (or modify) and build a portable set, which can be used as the back drop for the interactive dramas. The set, including IT, will need to be mobile and suitable for erection in school halls. To assist in the delivery of workshop sessions, other set up costs will involve the procurement of a limited range of IT/audio equipment. The contractor is asked to identify what IT/audio equipment will be necessary. The set and all IT/audio equipment purchased will remain the property of the Agency. We would expect that the cost of this element of the specification should not exceed £10,000 - £15,000.

Development of food safety interactive drama

The successful contractor will be responsible for the development of (or modification of existing) a bilingual interactive drama script (20 - 30-minute show) to reinforce the food safety messages that need to be delivered. A copy of the script of the current interactive drama “The Ghastly Gravy on the Starship Gastromo” is enclosed within Appendix 2. The interactive drama should fulfil the following criteria:

Reflect current advice on food safety from both the FSA and NHS Choices:

- www.food.gov.uk
- <http://www.nhs.uk/Livewell/homehygiene/Pages/Homehygienehub.aspx>

Deliver relevant aspects of the Welsh Government curriculum for the target age-groups relating to the role of food hygiene (the curriculum in full can be accessed from the Welsh Government’s website

at: <http://wales.gov.uk/topics/educationandskills/schoolshome/curriculuminwales/arevisedcurriculumforwales/nationalcurriculum/?lang=en>

The content should:

- Be flexible for use with different abilities;
- Appeal to the target age groups (5 - 11-year olds)

Development of food safety workshops

The successful contractor will also be responsible for the development of bilingual workshops and relevant support material to reinforce the food safety messages delivered in the Agency's interactive drama. Each workshop should be approximately 45 - 60 minutes in length. The workshops should fulfil the same criteria specified above for the interactive drama. Some small-scale testing/piloting of the workshop format and support resources should be carried out by the successful contractor prior to completion of the content to ensure their appropriateness to the target audience and relevance to the curriculum in Wales.

Running interactive drama / Delivery of food safety workshops

The successful contractor will be responsible for all communications with schools to establish a programme of visits and to liaise with individual schools on all logistics and special needs in relation to the delivery of the workshops. A list of schools, at which the interactive drama and workshops are to be delivered, will be provided by the Agency.

To maximise the effectiveness of the workshops, the contractor will be responsible for ensuring that participating schools encourage teachers to undertake pre and post visit work. This will be developed by the contractor and agreed with the FSA.

The successful contractor will also be responsible for storing all equipment in between each event, in a suitable, secure, water tight premise; with necessary insurances covering loss or damage to the equipment up to the value of £5000.00

Event evaluation

The delivery of the workshops will be evaluated by the FSA. Separately, the successful contractor will need to put forward proposals for an ongoing evaluation of the workshops and report their findings to the Agency. The contractor is invited to put forward proposals for measuring pupils' understanding of the key messages being delivered through the workshop sessions and potentials for 'call to action'. Importantly, the FSA is looking for management information which will record retention of food safety messages and any associated behavioral changes.

The successful contractor will be required to provide monitoring and evaluation information after each event; to include: -

- Numbers of children attending workshops
- Numbers of schools visited
- Levels of contribution and enthusiasm from children during workshops
- Evaluation feedback from individual school representatives through discussion and distribution of surveys

This information will need to be presented to the Agency in an appropriate format i.e. written report. Consideration and suggestions of this format are to be presented as part of this tender process.

*Please note: A representative of the FSA may attend events to make necessary evaluations and observations.

Cancellations

It should be noted that the Agency will only pay for day(s) worked. Should an event be cancelled or curtailed by the organiser e.g. due to adverse weather or cancellation by schools, no costs will be payable by the Agency.

Contract management

The successful contractor shall be responsible for delivery of the services in the manner described in this specification. The Agency will monitor and control the contractor's performance via the methodology set out. The contractor shall attend contract management meetings at the Agency's request. These will be a minimum of 4 times per annum.

Charging

Information on prices and rates will need to follow the following format.

Set up costs to include:

- design/modification of portable backdrop for the interactive drama;
- IT (please specify);
- storage;
- insurance;
- other (please specify).

Delivery costs to include:

- fully inclusive rates to include all administration, salary, travel and subsistence, fuel, and other vehicle costs, admin and contract management costs for;
- one-day event;
- other (please specify).

Please Note: all equipment purchased, drama and workshop material as a result of this contact will be considered the property of the Agency.

Essential requirements

Proven knowledge of food safety to ensure effective and accurate delivery of Agency messages through a suitable level of accredited training or holding recognised qualifications. As a minimum, those involved in the delivery of the

workshops will be required to have obtained level III Food Safety in Catering, or an equivalent qualification.

Welsh language requirements: The workshops and interactive drama are intended for delivery in Wales and will therefore need to be delivered in both Welsh and English in accordance with the Agency's Welsh Language Scheme. This applies to the mobile resource itself and any support material. The successful contractor will be required to take this into account in the development process and liaise with the Agency's Welsh Language Unit accordingly. Translation of any written material will be provided by the Agency's Welsh Language Unit to ensure consistency in the use of terminology. All involved in the delivery of the workshops must be fluent Welsh speakers. For more information please follow this link:

- <https://www.food.gov.uk/about-us/welsh-language-scheme> (for the English version)
- <https://www.food.gov.uk/cy/about-us/cynllun-iaith-gymraeg> (for Welsh version)

All involved in the delivery of the interactive drama and workshops will need to provide evidence of Disclosure and Barring Service (DBS) clearance (previously CRB check).

Proof of 'Public Liability' insurance up to £1 million.

3. CONTINUOUS IMPROVEMENT

In conjunction with the Client representative, the Supplier shall develop, maintain and improve performance and service with a view to enhancing the overall delivery of service. This may include but shall not be limited to review sessions (formal and informal).

Bollo Ltd Tender Application Form submitted 19th September 2018

Schedule 3

[PLEASE ENTER NAME OF LEAD APPLICANT, & LEAD ORGANISATION HERE]

CONFIDENTIAL

Tender Application form for a project with the Food Standards Agency



- Applicants should complete each part of this application as fully and as clearly as possible
- Brief instructions are given in the grey boxes at the start of each section.
- Please submit the application through the Agency's electronic Public Procurement System (Bravo Solutions) by the deadline set in the invitation to tender document.

LEAD APPLICANT'S DETAILS

Surname	██████████	First Name	██████████	Initial	█	Title	█
Organisation	Bollo Ltd	Department	Company Director / Project Leader				
Street Address	129 Blackpool Old Road						
Town/City	Poulton-le-Fylde	Country	UK	Postcode	FY6 7RN		
Telephone No	██████████	E-mail Address	██				
Is your organisation is a small and medium enterprise . (EU recommendation 2003/361/EC refers http://www.hmrc.gov.uk/manuals/cirdmanual/cird92800.htm)			Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	

TENDER SUMMARY

TENDER TITLE

Schools Based Workshop Wales

TENDER REFERENCE FSA592

PROPOSED START DATE 19 November 2018

PROPOSED END DATE 18 November 2020

1: DELIVERY (30%)

Please answer the questions below:-

1a - Please detail how you will deliver the requirements detailed in the specification.

1a(i)

Overall Theme:

Pirates of the Currybean – Hygiene on the High Seas!

- Interactive, humorous and innovative mystery drama and workshops.
- Multiple age appropriate characters
- Innovative age appropriate set incorporating multi-media.
- introduces and reiterates key FSA food safety messages
- Narrative interlaces key messages with humour, theatrical set pieces, interactive activities, songs, sound effects and audience participation

Schedule 3

[PLEASE ENTER NAME OF LEAD APPLICANT, & LEAD ORGANISATION HERE]

CONFIDENTIAL

- Pupils embark on a quest to find and open Pirate Captain Blueberry ghost's buried treasure chest and save the crew of the 'FSA Currybean' before it is too late.
- Finale of show is a dramatic cliffhanger with the narrative to be completed and resolved in the interactive workshops by the pupils themselves.
- Fast-paced, engaging and age appropriate workshops led by characters from the narrative which enables pupils to complete food safety activities, opening Captain Blueberry's treasure chest and lifting the curse.
- Workshops end with a plenary session revisiting salient points and bringing the narrative to its startling conclusion as the mystery of Blueberry's Curse is revealed.
- Provides building on the evidence learning for pupils.
- Innovative pre and post visit resources increase engagement and guarantee evaluative data from every school
- Innovative on-site evaluative tools monitor project
- Innovative two-person delivery team ensures cost-efficiency of project

1a(ii)

Characters:

Main characters:

- Ceri - (leads the narrative) cabin boy/girl, bold, fearless, knowledgeable but protective of the crew and the Captain.
- Captain Neifion - Captain of FSA Currybean, bumbling, dashing, over confident, never capable of taking anything serious, but loyal and beloved by his crew. This character not always present on stage so actor portraying them capable of playing other characters by utilizing costume changes and puppet operation. Like Ceri able to be portrayed by either a male or female actor, so narrative displays both genders in strong heroic roles to engage and enthuse all pupils.

Additional characters:

Puppets function in an 'Avenue Q style' where operator enhances the actions of the puppet, (we have previous experience of utilizing this narrative device to great effect for this age cohort). Additionally, it allows for many characters in the narrative with only a two-person delivery team, advantages of this delivery device are detailed in section 1a(xii). Most members of the FSA Currybean crew are puppets. Two prominent crew members, both with unique character traits, as with main characters we've produced likeable strong and equal characters for both genders.

- Fraser 'Lucky' Jones. Fraser is desperately unlucky and suffers many slapstick accidents but is infinitely dependable.
- Clarice 'Stowaway' Williams. Ceri's best friend, a headstrong and independent girl who does not accept or tolerate views that gender makes any difference to being a pirate.

Multiple puppet crew members are attached to a horizontal stick where all their arms can be operated simultaneously to create large numbers of animated characters in the song and dance set pieces.

- Pirate Captain Blueberry's ghost is pre-recorded and appears mysteriously within the oracle.
- The angry islanders of Cross-Contami are puppet characters, (a parody of the mischievous Kakamora tribe from the Disney film 'Moana')

All puppets professionally sourced and created. We've successful experience of producing bespoke professional puppets for the agency. [REDACTED]

Schedule 3

[PLEASE ENTER NAME OF LEAD APPLICANT, & LEAD ORGANISATION HERE]

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Puppets aesthetically are similar to 'Muppet' style puppets to be age appropriate and in tone/style of the humorous aspects of the production.

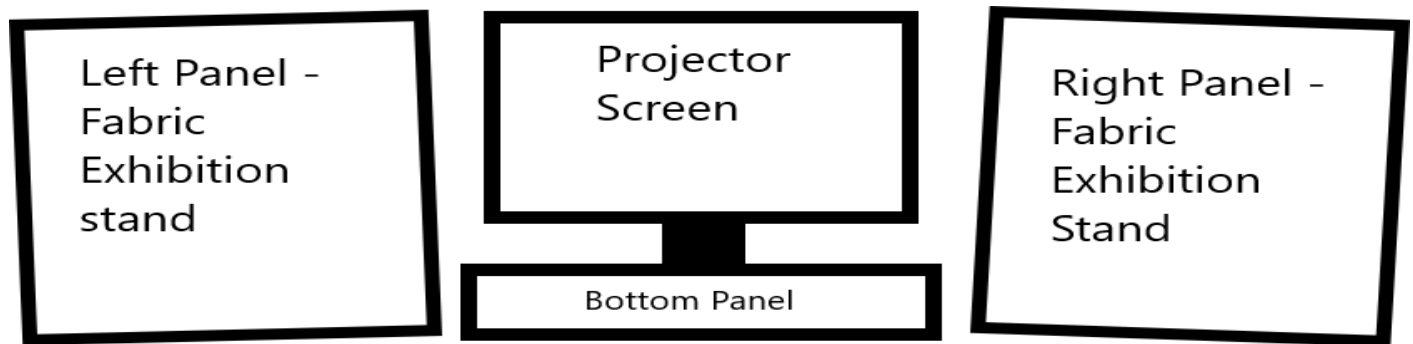
Example of possible images of puppet characters Appendix 13.

1a(iii)

Set:

Two large pieces of set flank either side of a giant projector screen, (capable of displaying different multimedia). A thin bottom panel, (approx. 1m high), becomes the deck of the ship utilized for puppet operation, (puppets can appear on deck whilst operator remains hidden at certain points in the narrative).

The two pieces of set depict two halves of a pirate ship, (front and back), they are printed on two large fabric banner exhibition stands. There are to be no gaps in the actual set, gaps seen below to illustrate separate parts only.



Advantages of this set format:

- Is mobile, adaptable, durable and easy to erect in a matter of minutes regardless of school environment.
- Fabric banner stands provide ability to alter height or width of stands to accommodate differing schools needs in a way that traditional graphic exhibition stands can't.
- Aesthetically age appropriate, cartoon graphics used so to be age appropriate. Set images to be made available to agency staff for approval prior to printing.
- Printed graphics ensure durability, minimal erection time and minimal maintenance. Fabric graphics fixed to a tubular aluminium easy to erect frame. The seamless graphic fits straight onto the frame. All fabrics stands/panels are professionally printed and machine washable to ensure the durability and continued look of the set throughout the length of the tour. Any physical damage to a panel can allow for a quick replacement to be produced without the need for the full cost of the stand.
- Allows for multiple FSA branding opportunities, (e.g. FSA Wales logo, 4C's icons, reference to Food Hygiene Rating Scheme), upon set making it clear who is visiting school whilst also incorporating these logos into the narrative.
- Bottom panel allows for puppet operation and other narrative devices as it creates a 3-d effect for the ships deck.
- The ships sail is a giant rear-projection screen capable of multimedia display and usages.
- Cost effective allowing for two full sets to be produced within the budget facilitating simultaneous tours
- An example of a typical fabric exhibition banner stand Appendix 13.

Left panel, right panel and the bottom panel are all printed on fabric exhibition banner stands. The giant sail situated in the centre is also a projector screen.

Schedule 3

[PLEASE ENTER NAME OF LEAD APPLICANT, & LEAD ORGANISATION HERE]

CONFIDENTIAL

The sail sits slightly back from the rest of the set creating 3-D effect, further depth to add to this 3-D effect provided by on-stage props.

An example of how the set could look when panels printed in Appendix 13. Final image graphics to be prepared by professional illustrator upon award of contract for approval by agency staff.

Centre projector screen doubling as a giant sail allows the narrative to use this device as a magic map, 'The Oracle'. This becomes a method to enable multimedia projection to the audience at relevant points. This will be utilized to:

- Visually introduce the audience to FSA food safety messages,
- Enhance in-show activities
- Guide audience participation
- Add theatrical set pieces to the narrative
- Introduce mysterious new characters

Further advantages of usage of this screen detailed in section 4b(iv)

1a(iv)

Additional props:

Set adorned with colourful, humorous, age appropriate props. Props used to enhance look of the set and further a 3-dimensional effect. Also, continues to facilitate the mobility, portability and fast erection aspects of the production. Examples include; Inflatable palm trees, inflatable barrels and an inflatable pirate treasure chest and can be seen in Appendix 13.

1a(v)

Interactive narrative Outline:

- Welcome aboard the pirate ship 'CurryBean' where all is mysteriously quiet, (only the crashing waves and seagulls are heard), show suddenly explodes to life with an interactive song routine.
- Cabin boy/girl Ceri enters the stage looking for the crew. Greets audience and an 'Its behind you' routine ensues.
- Captain Neifion enters stage, he is very ill. Reveals rest of crew also ill after previous night's Curry Bean dinner. Deduces they must have been struck down by Pirate Captain Blueberry's, (Neifion's nemesis), mystery curse.
- Revealed to audience that to lift curse Blueberry's chest must be found and unlocked. Its secret will then be revealed and the curse lifted.
- Fearing he is too ill to lead the mission Captain Neifion entrusts Ceri with charge of the ship, (although he will be able to help intermittently). To guide Ceri he gives Ceri a magical map, 'the Oracle', which will help guide Ceri on the way. Neifion suddenly needs the toilet and exits the stage, noisily.
- Ceri inducts the audience into new FSA Currybean crew members, they all learn a special pirate greeting. She reveals that they'll use 'The Oracle', (Blueberry's map) to sail over the 4 seas, facing perils and tasks along their way to lead them to Blueberry's chest.
- The 4 Seas they travel across are the Clean Sea, the Cross-contami Sea, Cook Sea and the Chill Sea. Every Sea introduces the crew/audience to a peril/task they must solve to continue the journey. Travelling across the Seas and completing the activities will introduce the audience to key FSA food safety messages around each particular food safety 4C.
- The Clean Sea is extremely dirty and introduces the concept and need for effective hand washing.
- The Cross-contami Sea contains Cross-contami island where the crew stop. The island inhabitants, (don't believe in food safety, they store food on any shelf in the fridge and use the same chopping board and utensils for all foods), they capture Ceri and Captain Neifion. Ceri and the Captain escape and agree they must avoid the Cross-contami Nation at any costs.
- Cook Sea is steaming hot, this part of the journey addresses making sure food is cooked properly.
- Chill Sea is very cold and make Gwyn and the crew very sleepy. The concept of chilling is addressed in this part.

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- The finale of the show is the arrival at Blueberry's island. They find the chest just as in time as the original crew of the FSA Currybean are getting increasingly ill.
- There is a celebratory song to signal the end of the show and revisit key FSA safety messages.
- But the chest is locked by 4 mysterious puzzles, Ceri enlists the Crew/audience to help her with the puzzles to unlock the chest and save the crew of the FSA Currybean.
- Suddenly the angry islanders of Cross-contami appear. Ceri and the Captain grab the chest, inform the audience that they must flee but they will meet up with them soon to try and open the chest and save the day. The show ends on this cliffhanger as Ceri and the Captain run from the set. 'To be continued...in your classroom' is projected onto the screen.

1a(vi)

Age appropriate and engaging:

Theatrical set pieces, humour and multimedia will be deployed throughout the show to keep the audience engaged.

Examples include:

- Show begins on a song routine
- Ceri and Neifion entrance involves traditional, 'oh no it isn't, oh yes it is,' audience participation moment
- The ship sails through a storm complete with thunder, lightning and water splashing onto deck. Audience gently squirted with a very small amount of water.
- Whenever Cross-contami are encountered there's a traditional 'its behind you', audience participation moment.
- The end of the show song and dance set piece introduces an interactive action for each of the 4C's which audience learn. The song is a parody of a recent chart hit so to be relevant to the target audience. This song changed annually to keep the content relevant.
- As crew move from Sea to Sea the map is projected onto the large screen with a pirate ship icon travelling across the map to portray location/scene movement and revealing/displaying the FSA 4C's icons.
- 'Oracle' used to portray each 4C and accompanied by text explaining the 4C and reinforcing key food safety message. This building up of evidence will help the audience to open the chest within the workshops
- Blueberry's ghost will appear intermittently during the narrative via the Oracle, enhancing tension and the urgency to save the original crew
- Multiple characters will be played by puppets enabling them to have larger than life and humorous personas.
- Every time Neifion exits the stage it's because he suddenly needs the toilet and is accompanied by humorous sound effects. Becomes a repetitive humorous set piece.
- Individual school teachers incorporated into the narrative to make every school visit unique.
- Members of the audience incorporated into the narrative to help solve tasks/perils which are key food safety message related.

1a(vii)

Workshops narrative:

Workshops are an extension of the narrative and are facilitated by either Ceri or Captain Neifion, who stay in character for workshop.

Enables two workshops to operate simultaneously.

Begins with character bursting into classrooms. Workshops are conducted at this continued high tempo pace to continue tension, urgency and ensure pupils engagement.

The character arrives with Blueberry's chest and the Oracle which is now capable of being displayed onto the classroom screen. The class work to answer the 4 puzzles which break the code, open the chest and save the crew.

Four activities address each individual food safety 4C'.

Each activity when finished provides 1-2 key messages.

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At the end of the task as short quiz takes place, (which also acts as an evaluative tool for recording pupil's retention of key safety messages – numbers of pupils requesting each multiple-choice answer logged by facilitator) all correct answers produce a code which when entered into the Oracle unlocks the chest.

In-between activities, along with the start and plenary session there are scripted parts of narrative where facilitator interacts with the Oracle and class. This keeps activities aligned with the narrative, provides humorous moments and maintains the fast-paced nature of the workshops.

Upon completion of all 4 activities and the opening of the chest a plenary session reveals Blueberry's ghost to be a good character.

The plenary session then revisits salient points, reveals the importance of the 4C's in preventing future illness and subsequently lifts the curse which is revealed to be food poisoning and not a curse at all.

Ceri/Neifion lead the class in a final condensed version of final show song with interactive actions.

1a(viii)

Workshop activities:

Workshops 45 minutes in length.

The four proposed activities produce salient key food safety messages when completed.

At end of 4 activities a short multiple-choice quiz takes place, (quiz weaved into workshop narrative as a code breaking session. This quiz also acts as evaluative tool to test pupil's retention of key food messages. Facilitator logs numbers of pupils responding to each possible answer, data presented to agency in easy to read format in tour reports), when completed this produces a code. This code unlocks the chest.

Each activity fast paced, lasts between 5-10 minutes and deals with salient points around each individual 4C.

The workshop activities therefore show pupils understanding of key messages learnt from the show narrative and how they learn further and apply this learning and understanding of key messages to be able to complete the activities.

Each activity adaptable for pupils with differing abilities and for different ages of pupils within the curriculum cohort.

Each activity aligns with relevant Welsh curriculum aspects and FSA Core food competencies. A curriculum map/learning objectives document will be produced and sent to teachers in pre-visit material. We have a proven track record of providing this service for the agency with our current and previous services delivered to the agency.

All materials produced for activities to be colourful, age appropriate and in-line with aesthetics of whole resource.

- *Cleaning activity*

Foundation phase activity

Handwashing activity – Teaches pupils correct techniques for effective hand washing. Uses lightbox and germ lotion/powder to highlight how germs on hands would appear if we could see them. Display how easily these can be moved onto other hands/food. Introduce effective hand washing routine, (use soap and hot water, wet hands before soap, 5 parts of hand to cover, length of time to wash hands for, why we must dry hands properly). Use classroom screen/Oracle to lead class through an effective hand washing routine. Introduce 'Top 5' times when we need to wash our hands. Class discussion on other methods of preparing for cooking, (tying back long hair, wearing an apron).

Learning objectives:- Understand the dangers of not effectively washing hands, (combating germs and problems such as E.Coli). Understand that germs on our hands can make us ill, effective hand washing kills these germs. How to effectively wash our hands. Be introduced to types of bacteria, Campylobacter, Salmonella and E.Coli. Adaptability for differing abilities:- introduce science behind using soap and hot water and need for drying of hands for higher abilities. Be aware of other ways to prepare for cooking.

KS2 activity

Handwashing activity – Teaches pupils correct techniques for effective hand washing. Uses lightbox and germ lotion/powder to highlight how germs on hands would look like if we could see them. Display how easily these can be moved onto other hands/food. Introduce effective hand washing routine, (use soap and hot water, wet

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hands before soap, 5 parts of hand to cover, length of time to wash hands for, why we must dry hands properly). Use classroom screen/Oracle to lead class through an effective hand washing routine. Introduce 'Top 5' times when we need to wash our hands. Interesting facts introduced about handwashing and germ multiplication. Align learning outcomes to cleaning other things within the kitchen that food has contact with. Class discussion on other methods of preparing for cooking, (tying back long hair, wearing an apron).

Learning objectives:- Understand the dangers of not effectively washing hands, (combatting germs and problems such as E.Coli) Understand that it is germs on our hands, food surfaces and utensils which can make us ill, effective hand washing kills these germs. How to effectively wash our hands. Why we need to keep food surfaces and utensils clean. Be introduced to types of bacteria, Campylobacter, Salmonella and E.Coli.

Adaptability for differing abilities:- introduce science behind using soap and hot water, need for drying of hands for higher abilities include bacteria multiplication rates and conditions needed for growth and multiplication. Extra handwashing facts introduced for higher abilities. E.g. 95% of people do not wash their hands properly. For every 15 seconds spent washing your hands, 10 times more bacteria removed etc. Be aware of other methods of preparing for cooking, (tying back long hair, wearing an apron).

- *Cross-contamination activity*

Foundation phase activity – Fridge sorting game. Large magnetic board depicts cartoon fridge accompanied with 6 magnetic pieces of cartoon food. Facilitator leads the class into discussions to decide where individual items are stored in fridge. Class introduced to concept of cross-contamination. Pupils are invited up and with class help place relevant food in correct places with the fridge.

Learning objectives:- reasons for storing food on the correct shelves within a fridge. Introduction to concept of cross-contamination and how to avoid it.

Adaptability for differing abilities:- More or less pieces of cartoon food introduced into the activities.

KS2 activity – Fridge sorting game. Class sorted into groups of 4-5 pupils. Each group given large magnetic board depicting cartoon fridge accompanied with 12 magnetic pieces of cartoon food, (food type written bi-lingually on back). Facilitator explains to groups they are to place correct food in correct places and must think why there's a need for this. After groups completed task facilitator leads whole class in discussion of what pieces are placed where and why, introducing class to concept of cross-contamination. Groups have opportunity to re-visit their choices and correct now they have further evidence.

Learning objectives:- reasons for storing food on correct shelves within a fridge. Introduction to concept of cross-contamination and how to avoid it.

Adaptability for differing abilities:- More or less pieces of cartoon food introduced into the activity, a total of 16 made available for activity.

- *Cooking activity*

Foundation phase activity

Class presented with cartoon over-sized pieces of food and discussion takes place over what pieces of food must be cooked, why they must be cooked and what happens if we did not cook food properly. Foods are separate into two piles of those that must be cooked, (all meat pieces) and those that don't by class.

Class decide if each piece is cooked or not in food that must be cooked pile, (all look to be at different stages of being cooked from external viewing). Pieces of food are then separated in half so centre is visible. Some are still pink inside, others aren't. Class led into discussion of how looking at outside of food isn't adequate to tell it is cooked properly and must look at inside.

Learning Objectives:-What foods need to be cooked thoroughly. How can tell visually if food is cooked properly, (steaming hot, no pink when cut open). What cooking does to bacteria/germs in food.

Adaptability for differing abilities:-

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More or less pieces of food are included in the activity

KS2 activity

Class are split into groups of 4-5 pupils and presented with cartoon over-sized pieces of food. Discussion takes place over what pieces of food must be cooked, why they must be cooked and what happens if we did not cook food properly. Groups separate food into two piles of those that must be cooked, (all meat pieces) and those that don't. For the 'need to be cooked' foods groups decide visually if each piece is cooked or not, (they appear to be at different stages of being cooked from external viewing). The Oracle then presents them with a table of internal temperatures of each piece of food. Groups get to revise their decisions if they wish. Pieces of food are then separated in half so centre of food visible. Some are still pink inside, others aren't. Class discuss how we cannot tell by looking at outside of food if it is cooked properly can only be done by looking at inside. Class discuss at what temperature was the food safe and why does this temperature make the food safe, (bacteria is killed).

Learning Objectives:-What foods need to be cooked thoroughly and to what temperature. How we can tell this temperature has been reached at home, (steaming hot, clear juices). What cooking does do to bacteria/germs in food.

Adaptability for differing abilities:-

Temperature aspect can be left out. More or less pieces of food included in the activity. Discuss or leave out different types of meat and why not all have to be cooked all the way through.

- *Chilling activity* where to store different foods.

Foundation Phase activity

Class presented with two large magnetic boards, (depicting a fridge and a store cupboard), and 8 magnetic pieces of food. Discussion takes place as to why foods are stored in different parts of the kitchen and why need for this. Pupils invited up individually and with class help place food pieces in correct storage places. Link to cross-contamination activity when placing items in the fridge. Class discussion looks at how chilling makes food last longer and ideal fridge temperature is introduced and pupils encouraged to check fridges at home.

Learning Objectives:-Why we store foods in fridge. Ideal food temperature.

Adaptability for differing abilities:-

More or less food pieces are introduced into the activity.

KS2 activity

Class split into groups of 4-5 pupils. Groups presented with two large magnetic boards, (depicting a fridge and a store cupboard), and 12 magnetic pieces of cartoon food, (food type is bi-lingually labelled on back of piece). Discussion takes place as to why some foods need to be stored in different parts of the kitchen. Groups place food pieces in correct storage places. Link to cross-contamination activity when placing items in the fridge. Discussion at end where groups discuss choices. Discussion to include difference between best before and use by foods and storage information on food labels. Oracle displays Fridge facts on screen to include, keep your fridge between 0-5 degrees Celsius, keep food in the fridge covered, cool hot food before putting it in the fridge, don't overload the fridge to allow cold air to circulate, regularly clean the inside and outside of your fridge, store eggs in their box in the fridge. Class discussion led as to what chilling does to bacteria and how this affects food shelf life. Oracle displays on classroom screen the difference between bacteria multiplication in warm and cold environments in cartoon style graphics.

Learning Objectives:-Why we store foods in fridge. What chilling does to prolong food's shelf life. The difference between best before and use by dates and other aspects of storage information on food labels.

Adaptability for differing abilities:-

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More or less food pieces included in activity. Storage information on food labels can be omitted for lesser ability groups. Fridge facts can be omitted for lesser ability groups. Bacteria multiplication rates can be omitted for lesser abilities.

After four activities are completed the quick 6-8 question quiz/code breaking session takes place. This produces a code. Class then invited to enter the code into the Oracle to see if they are able to open the chest.

1a(ix)

Flexibility/adaptability of workshops:

- to reflect specific FSA campaigns
- to accompany curriculum changes
- to accommodate different language versions,
- to constantly evolve, keeping it relevant and engaging. Constantly reviewed/checked with FSA.
- modular nature means it's easily adaptable for longer sessions
- different versions are created/maintained for pupils with differing abilities.

1a(x)

Building up the evidence:

As the narrative from the show is extended into the workshops it'll guide pupils through several stages of learning, enabling them to gather information and build it together to reach a conclusion and resolve the narrative. This promotes a form of 'building up the evidence' learning which is proven to be a useful tool in enabling pupils to grasp new concepts, such as food safety.

1a(xi)

Plenary Session:

Upon completion of activities the final part of workshop takes the form of a plenary session where salient points are revisited and the mystery solved.

Involves a multimedia presentation where the ghost of Captain Blueberry interacts with the facilitator and class. Blueberry is revealed to be a friendly ghost, he reinforces all the salient points and reveals that the crew have been struck down by food poisoning. He deliberately locked food safety knowledge in his chest to keep it from the cross Contami Nation so one day it would save the crew of the FSA Currybean. Captain Blueberry been using the Oracle to help guide Ceri and the pupils to this conclusion. His treasure is the knowledge of the 4C's and how it will help prevent pupils and their families from ever being a victim of food poisoning.

Blueberry and the facilitator then lead the class in a condensed version of the final show song accompanied with 4C's actions.

We will use our current FSA educational contract for Crucial Crew to source schools to take place in small scale focus groups testing of the activities of which the FSA staff will be invited to attend.

1a(xii)

Usage of two-person delivery team:

Traditionally the bulk of the ongoing costs of a touring educational production will be on delivery staff. Our innovative solution of delivering a project capable of being staffed with a two-person delivery team enables more of the budget is spent on increasing the reach of schools visited.

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We have operated this format successfully on recent touring productions for [REDACTED]

[REDACTED]

It is made possible due to our proposed mobile, flexible and fast erecting mobile set along with our innovative usage of stylistic devices to incorporate many characters into a production with only a two-person team.

Engaging, fun and mobile workshops and workshop activities devised so can be delivered by a single facilitator/character. This allows for two workshops to run simultaneously resulting in all classes in all years to be delivered by a two-person team even in larger primary schools.

Our extensive pre-visit planning detailed in the Overall Project Plan, section 2c(vi), means the delivery team can be up and running within 30 minutes of arrival at a school.

Advantages of a two-person delivery team are:

- Cost efficient enabling more schools to be visited
- Less delivery staff promotes continuity of staff and a smaller turn-over of staff, increasing the likelihood of tours being staffed with increasingly experienced staff who are known to the agency.
- More experienced staff will become more knowledgeable staff who will have a longer relationship with the agency and therefore increase their food safety knowledge accordingly, (periodic emails are sent to all members of Bollo staff who represent the FSA on our current contract as any FSA advice changes).
- Increasingly experienced staff become increasingly invested in the project and its objectives
- Increasingly experienced staff are more adept at representing the agency in an adequate manner.
- Fewer delivery staff makes the casting and rehearsal process easier enabling project to become 'live' quicker.
- Delivery staff participating in tours over consecutive years can negate any further rehearsal costs to Agency in year 2 of tour.
- Enables staff cohesion, with contractors employed by Bollo to represent the agency aware they are capable of having a long-term relationship in representing the agency over multiple contracts. Thus, promoting better staff well-being which is reflected in their output. Especially important over longer tour blocks.
- Enables all members of the delivery team with increasing responsibility and accountability towards making the tour a success.

1a(xiii)

Pre-visit material:

[REDACTED]

[REDACTED]

[REDACTED]

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Trailer 1:

- approximately 30-60 seconds in length.
- distributed with original invitation email.
- teachers instructed to play trailer in classrooms one week prior to our visit.
- Mysterious in tone, implies there's a dangerous situation and in one weeks' time pupils can help solve this problem.
- As distributed with original email will aid as a tool to getting schools to sign up to a visit.

Trailer 2:

- approximately 1-2 minutes long
- sent to schools with email containing curriculum links etc.
- teachers instructed to play trailer the day before visit.
- Contains clips of the show and briefly introduces characters
- Gives pupils a snapshot of what they will be asked to help solve.
- Emphasis is on making pupils understand they will be central to solving the problem
- Builds on pupil's anticipation of our visit.
- Trailer ends with a message telling them that tomorrow is the day that they will become the hero, tomorrow is their chance to change the world.

Videos will be sent in low resolution formats so that they are easily distributed to the schools with no technical issues. Higher resolution versions will be accessible through links also sent within emails.

Two different versions of each trailer produced with the tone slightly altered between foundation phase and KS2, (e.g. there will be less peril implied in the trailer designed for Foundation Phase pupils).

The pre-visit email sent to schools once they're booked into the tour will also contain all curriculum maps, learning objectives and requirements of our attendance including ensuring schools engage with pre and post visit material.

1a(xiv)

Post-visit material:

A post visit email sent to initial school contact and any teachers who leave contact details with facilitators, contains:

- A thank you from the agency for the school's hospitality
- downloadable link for electronic teacher's pack, (current Crucial Crew pack to be rebranded with this project's branding and any additional documents produced incorporating minimal costs to the agency).
- A short evaluative survey for school contact to completed if not done on-site already
- Signposting to additional learning opportunities
- Details of post-event visit
- links to additional FSA content.

Detailed further in section 4c(viii).

Our agreement with the school contact for them to engage with post-visit evaluative material will be referenced accordingly to ensure engagement with materials and completion of evaluative materials.

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1a(xv)

Post-event visit:

A short 10-15 minutes post-tour workshop visit from a member of the cast, contains:

- quick re-cap of visit/narrative
- fun, engaging, quiz-based evaluation guaranteeing post-visit data from every school
- re-visit of end song, accompanying actions and key food safety messages.

Detailed further in section 4c(ix). Our agreement with school contact for them to engage with post-visit resources will be referenced accordingly to ensure compliance rates.

1a(xvi)

Encouraging schools to engage with pre and post- visit material:

Schools are bombarded by external organisations attempting to gain their attention. Plus, sometimes when resources are offered free to schools they can often cancel at very short notice or not fully engage with all aspects of a resource, especially post-visit. Our experience means we are aware of these unique problems, to combat these we propose:

Initial email

Informs the school that although the resource is offered free to the school it does entail a significant cost to the agency. Also informs the school of the need for an agreement if they decide to book the resource to ensure the Agency can maximise their visit to the school. This agreement will include the school engaging with pre and post visit material/resources.

Second email

Contains an agreement, which the school contact must acknowledge receipt of and agree to via reply of email for confirmation of resource attendance. Agreement can then be referred to accordingly in encouraging a school to engage with pre and post visit materials.

Agreement format is a flyer attached to the email entitled 'How to make sure your pupils get the most out of this resource.' School contact asked to follow a set of simple rules such as completing any pre and post visit activities. The flyer will be colourful and use same aesthetics as all other support material.

Instills to school contact their responsibility upon booking to ensure the maximising of the resource and its learning potential for their pupils.

Email also contains a booking form, (document which asks for all school relevant details pertinent to visit), this tool is how school contact acknowledges their agreement via reply.

We will impress upon school contacts the need for them to complete this aspect of the booking form before we can proceed to the next stage with the resource.

Final contact before visit.

In accordance with the proposed booking methodology, detailed in section 2c(vii), soon before the visit of the resource the school are contacted to check there are no new or outstanding issues. This will provide an opportunity to once again remind school contacts of their responsibilities regarding the resources visit.

1a(xvii)

[REDACTED]

[REDACTED]

[REDACTED]

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1a(xviii)

Booking methodology:
Detailed in section 2c(vii)

1a(xix)

Addressing special requirements:
Detailed in section 3b

1a(xx)

Addressing logistical needs:
Detailed in section 2c

1a(xxi)

Storage:

[REDACTED]

1a(xxii)

Insurance:

[REDACTED]

[REDACTED]

[REDACTED]

- [REDACTED] pupils understanding of key messages. – detailed in section 1a(viii)
- Recording retention of key messages. – detailed in section 4c(ix)
- Recording associated behavioural change. – detailed in section 4c(x)
- Event evaluation information. – detailed in section 4c
- Post event evaluation detailed in section 4c(v), 4c(viii), 4x(ix)

We welcome any external evaluation and FSA visits will be actively encouraged throughout the duration of the contract.

1a(xxiv)

Contract management:

- Quality service plan. Detailed in section 2c(v)
- Project plan. Detailed in section 2c(vi)
- Response time to FSA communication. Detailed in section 2c(i)

[REDACTED]

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1a(xxv)

As we currently provide a service to the agency through the [REDACTED] this section highlights our capability and capacity to deliver both contracts simultaneously.

This is achieved by employing the strategies laid out in section 2c and by the adoption of our Quality Assurance Plan, Overall Project Plan, and individual event/tour plans for this contract aligned with similar strategies used for the Crucial Crew contract. Copy of Quality Assurance Plan available upon request, Overall Project Plan and individual tour plan detailed in section 2c(vi)

There are multiple contingency plans and quality assurance strategies already in place to ensure that we can not only complete but over deliver the requirements of our current FSA contract whilst also providing additional services to other clients. These will be extended into this additional contract.

All management staff who work across both projects will have their hours mapped in advance monthly to ensure that they attribute adequate management hours for each FSA project with a minimum number of hours committed to the project on a weekly basis.

The Project Leader will commit 15-20 hours a week to the project on a continual basis and more where needed to meet all the requirements of the tender, specifically in the initial stages of pre-production.

The Project Manager will also dedicate 15 – 20 hours a week on the project and more where needed. Resulting in up to 40 hours a week of management hours on the project.

Tour leaders will also work continually on the project in-between and during delivery dates.

Project Leader and Project Manager are always contactable throughout the duration of the contract. This practice is already in place with our current contract and will be extended into the duration of this contract.

All the schools contacted, all relevant FSA staff and all staff working on the contract will be given the mobile contact numbers of the Project Manager and Tour Manager and made aware they are always available to deal with issues. If not possible straight away, then it will be addressed with within an hour of receiving contact.

An additional permanent member of administrative staff will be employed to work predominantly across this contract to ensure administrative duties are adequately resourced. Any further recruitment by Bollo Ltd to be in line with our current policies for employing people who work on FSA contracts. This policy provides trusted staff who have represented the agency for over 16 years.

Our extensive pool of contractors detailed in Section 3a(iv) provide our capability to deliver two simultaneous contracts. We will continue to extend this pool of contractors if needed. Any new contractors employed for tours within this contract will also be trained to deliver on the Crucial Crew contract extending our pool of trusted contractors for both projects.

By utilizing the proposed plans, (detailed section 2c(vi)), and adhering to contingency plans laid out in section 2b it demonstrates our ability to successfully deliver all the requirements of both contracts.

We welcome this aspect to be constantly reviewed at quarterly meetings and will adhere to any extra additional reporting/evaluative measures the agency wishes.

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- the unification of FSA educational messages, those working on one FSA project will have exact knowledge of what is being delivered by the other project. We will ensure all contractors working one project has seen the other project in action if they have not already worked on it.
- A project's resources will complement the other for Year 6's who may have already experienced one resource.
- Unified branding can be incorporated between the two projects, ([REDACTED]

- [REDACTED]
- An ability to add to each project's building upon the evidence learning.
- Ensuring all aspects of food safety are covered equally on each project.

1a(xxvi)

Small scale-testing/pilot of workshop and resources:

[REDACTED] we will source schools to take place in small scale focus groups testing of the workshop activities and resources. FSA staff will be invited to attend these focus groups. Results from focus group tests will be presented to Agency and discussed to facilitate modification of workshop activities and resources.

1a(xxvii)

Measuring pupils understanding of key messages in workshops:

Detailed in section 1a(viii).

After activities completed in workshops a short multiple-choice quiz, (6-8 questions narratively styled to pupils as a code breaking session), acts as an evaluative tool to test pupil's retention of key food messages.

Facilitator logs numbers of pupils responding to each possible answer. This data then logged into a spreadsheet by Tour Leader at end of day. Data later presented to the agency in tour block reports in an understandable format, (e.g. visual pie charts/graphs).

Enables percentage recording of pupils retaining key food safety messages and highlights which concepts of food safety are proving more difficult to understand for pupils.

Adaptability of workshops and show narrative then allows for more focus to be placed on these aspects after evaluation of data and consultation with Agency.

1a(xxviii)

Management information recording retention of messages and behavioural change:

All data recorded regarding retention of messages and behavioural change tools, (detailed section 4c), are collated by the management team and presented to the agency in easy to read formats in our reports detailed in section 4c.

The senior management team will devise and oversee all aspects of data recording as well as production of all reports for the agency.

Overall detailed in section 4c.

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1a(xxix)

Evaluation feedback through discussion from individual school representatives.

Detailed in 4c(v). School contact encouraged by Tour leader to fill out the final comments session of school contact evaluation tool more extensively. Tour Leader records school contacts thoughts during a 'discussion' session where more detailed aspects of the project are covered. We will look at completing this style of evaluation with a school contact a minimum of once a week.

1a(xxx)

Evaluating levels of contribution and enthusiasm of pupils during workshops:

All workshop activities are designed to facilitate equal levels of contribution from all pupils involved. Experience and rehearsing of delivers to ensure this aspect.

Levels of enthusiasm of pupils during workshops to be recorded by our pupil enjoyment tool, detailed in section 4c(vi) and data presented to Agency in Post Tour reports detailed section 4c(i).

1b - Please provide an example of where you have delivered an event that required a high level of creativity.

1b(i)

[REDACTED]

Tasked with creating a touring production for schools incorporating a theatrical show and multiple themed workshops for [REDACTED]

[REDACTED]

What we did/ An interactive theatrical show:

The interactive production provided a mystery for pupils to solve within an interactive narrative alongside the main characters whilst being introduced to key safety messages in regards of deliberate grass fires. Building up evidence throughout the narrative which led to the resolution of the mystery.

Asked to incorporate [REDACTED] we gave him a sheep dog character sidekick and moulded them into a spoof of Sherlock Holmes and Dr Watson/Shaggy. The narrative of the show producing a hybrid of a Sherlock Holmes and Scooby Doo inspired mystery. We parodied stylistic devices from both franchises into the production.

Fast paced, engaging and age appropriate:

The narrative was fast paced, energetic, humorous, engaging and age relevant whilst being interlaced with key [REDACTED]. Carefully written and produced to ensure that the safety messages stayed key and central to the production. The fast-paced mystery had 5 different sets over 8 scenes and 7 different characters during the 30-minute show. Additionally, it included an opening and closing song and dance routines along with many other theatrical set pieces.

Puppetry as a narrative enhancement.

All aspects of onsite delivery were delivered by a dedicated, experienced and bi-lingual two-person team. To incorporate as many characters as possible into the project to give the production a fast tempo, we utilised puppets to portray many

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of the characters. Keeping one constant character puppet in stage, [REDACTED], we were able to utilise the other actor to play several characters with both puppet based and costume based performances.

After extensive research we adopted an 'Avenue Q' style to our puppetry, with large puppets utilised and operators visibly acting alongside or as part of the puppet character enabling them to enhance the expressions of the puppet and make them more real and engaging.

Age relevant narrative:

Characters, puppets and additional costume based characters developed to be age relevant. E.g. a scientist living in the 'Castle on the Hill,' looked suspiciously like [REDACTED] and mainly communicated through [REDACTED].

Teachers as characters.

To enhance the fast-paced engaging narrative and add age appropriate humorous set pieces we incorporated each individual school's teachers into the narrative also. By dressing them up in simple costumes and giving them cue cards to read at particular points within the narrative we were able to create unique experiences within every different school. This creative tool proved extremely popular with students and academic staff alike.

We also incorporated humorous set pieces into the narrative by acquiring, (before each performance), particular attributes about many of the teachers and incorporating this into the narrative at relevant points. This device also proved extremely popular with pupils and teachers.

Popular, contemporary and age relevant songs:

To accentuate the age relevance of the performance we fully produced two original songs which parodied relevant and current pop songs. We produced a version of [REDACTED] centered around the S [REDACTED] three rules for not starting deliberate grass fires. The show ended with a high tempo parody of [REDACTED]

Increasing reach:

Tasked with creating a show and workshops for KS2 pupils, our experience of delivering in schools to this age cohort enabled us to increase the number of pupils reached by designing a show that was also accessible to all years of a Primary school. Where school hall space allowed we then invited the whole school to engage with the theatrical performance. A proposed target reach of 1,800 pupils was exceeded as we delivered to 2,345 pupils. Increasing the project reach by over 30% and engaging an extra 500+ students with [REDACTED] key safety messages.

A set of interactive workshops:

Working alongside [REDACTED] we identified four topics for possible interchangeable workshops with three to be delivered at every school for Yr 4-6 pupils. The workshops were designed to be 20 minutes in length meaning every year in this range would receive an additional hours worth of workshops after the theatrical show.

Workshops content was:

- A demonstration and talk about farm animals that could be harmed by a grass fire, including a visit to the school by farmers who brought with them lambs which pupils were able to interact with. Creating an emphatic connection between the pupils and the consequences of deliberate grass fires on living animals.
- A demonstration and talk about farm and hillside wildlife that could be harmed by a grass fire, including a visit by an owl sanctuary staff who brought with them several live owls for pupils to interact with again enabling this emphatic connection.
- A grass-fire safety workshop delivered by [REDACTED] to look at the particular needs of each individual school and tailor a relevant fire safety talk for them.
- A plenary workshop delivered by [REDACTED] themselves where key salient safety points from the show were re-visited. We also produced [REDACTED], a large prop pledge which pupils would physically sign in agreement to never participate in deliberate grass fire setting. Pupils were then

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rewarded with their own personalized copy of the pledge and a promotional [REDACTED]. This workshop engaged pupils with a commitment to change any potential negative future behaviour as they now fully understood the consequences.

We coordinated all logistical arrangements for all attending outside agencies.

We produced additional resource and activity materials which were left with the school for post-visit learning. The material we produced also signposted teachers to future learning opportunities for their students.

We arranged social media and general media opportunities at schools. With students, teachers and head teachers becoming involved in promoting our attendance and being made accessible for promotional photographs with the Pledge additionally tying in with the school's social media accounts.

Limited time frame:

Every aspect of pre-production for the tour and the booking administration had to be completed within a three-week period and were worked on simultaneously. Aspects included.

- Sourcing all targeted schools contacts.
- Contacting and booking all 20 schools into only a calendar month.
- All schools booked in for visits for the following calendar month, (booking Feb, delivery March).
- Dealing with all logistical aspects of school attendance, including any special logistical needs or special needs for students
- Producing and unifying separate workshop activities. Including booking and coordinating external agencies to deliver additional workshops into a unified schedule, different at every school.
- Producing bi-lingual workshop activities
- Trialing workshop activities prior to commencement and incorporating minor changes
- Full distribution of visit materials to schools, including risk assessments, conditions of attendance, advance resource materials.
- Full bi-lingual script production
- Production of an interchangeable five scene set
- Production of 5 characters and their costumes
- Full sound effects production
- All rehearsals
- Preview show to client and incorporating resulting script changes.
- Producing all bi-lingual resource materials
- Producing and distributing pre-visit material
- Producing on-site evaluative materials
- Producing post-visit evaluative material

The tour then visited 20 targeted schools during March 2018. We managed every aspect of show delivery and attendance including all logistical aspects for [REDACTED] and other external organisations attending.

Post-visit we distributed post visit material and evaluations. In accordance with our eco-policy all of this was done digitally. Our experience of delivering to primary schools has made us aware of the difficulty of getting schools/teachers to engage with post-visit materials. To counteract this fact, we used multiple strategies to continually stress the importance of engaging with post-visit material to the schools and teachers resulting in an unusually high 45% response rate.

Results from these evaluative data tools were then collated along with the on-site evaluative data tools and produced into an easy to understand project report evaluating the tour against pre-determined objectives.

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Tour Success:

Post evaluative material showed the tour was a success with overall conclusions drawn from the evaluative material being:

- Schools greatly valued the pantomime and subsequent workshops with all aspects scoring above at 82.2%.
- The highest scores obtained from schools/teachers was for how engaging the pantomime show was, (93.2%) and how easy the booking process was (93.2%).
- They all felt the workshops would cause positive attitude change in their pupils towards setting deliberate grass fires. 33% thought it would drastically affect their behaviour. 44% thought it would affect their behaviour quite a lot, and 23% thought it would affect their behaviour

Comments from teachers gained from the evaluative material included: 'Fantastic energy from the performers with very strong and clear messages.' 'All the activities were exceptionally well organised.' 'Child friendly approach which the children responded to with much enthusiasm.' 'Well organised and delivered resource which was instructive and thought-provoking for pupils.' 'Activities in class were very appropriate, well differentiated and the children were engaged and understood the messages behind the show.' A big thank you for a very worthwhile visit. We would book again.' 'the staff were excellent and very flexible.'

s

1c - How do you propose to ensure the FSA is represented appropriately at all school based workshops?

1c(i)

Experience:

Bollo's been representing the FSA at educational events and establishments along with other events since 2002. We have an established relationship with the agency who can trust Bollo to act as appropriate representatives.

Extensive examples of how we successfully represent FSA with our current educational workshops in Appendix 1

1c(ii)

Dedicated team:

Our proposed management and members of the delivery team have many years of experience representing the FSA, believing intrinsically in the FSA's work, resulting in an understanding of their responsibilities and how to appropriately represent the Agency.

Our team have the proud record of having delivered FSA educational workshops to over 250,000 pupils without any issues.

As well as other reporting standards the Project Leader and Project Manager regularly and periodically visit delivery dates to ensure delivery standards are maintained. The Project Leader and Project Manager are based around both North and South Wales which ensures that both legs of the tours will receive equal prominence in their visits and inspection of standards.

1c(iii)

Code of Conduct Plan:

Our overall Project plan contains a 'Code of Conduct' plan, (a bullet point document distributed to all new contractors detailing responsibilities when representing clients on a project). All new contractors agree to its content before beginning work. We annually distribute this plan with any updates to every member of our team. Overall Project Plan containing this plan will be made available to relevant FSA staff prior to the project beginning. Further detailed in sections 2c(vi) and 2b(ii).

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1c(iv)

Project Leader, Project Manager:

100% of all management of the project to be fulfilled by the Project Leader/Project Manager, this consistency of management from a small team who've a combined 20+ years experience of representing the agency will ensure appropriate and consistent representation. Experience detailed in section 3a(i).

1c(v)

Team Leaders:

Our proposed Team Leaders for both the North and South legs are present on site for 100% of delivery dates. Our Team Leaders have a combined 11+ years experience of representing the agency and as such are extremely capable of ensuring consistent and appropriate representation. Experience detailed in section 3a(ii).

1c(vi)

Creative Consultant and Welsh Language Manager:

Our Creative consultant and Welsh Language Manager has worked on multiple FSA educational and community projects over 7 years. This experience will ensure the agency is consistently and appropriately represented in terms of the Welsh Language content and the creative content of the project. Experience detailed in section 3a(iii).

1c(vii)

Consistency of messages:

Only Bollo staff and contractors who have this extensive relationship and experience of working for the agency will have input to the pre-production aspects and management of the contract to ensure appropriate and consistent representation of the agency and their messages.

We welcome constant reviews and visits from FSA staff during the pre-production stage to ensure a consistency of messages throughout all aspects of the resource.

All aspects of the tour show and workshops are scripted and rehearsed assuring consistency of message delivery.

Whilst touring a Team Leader with experience of representing the agency will always be present on site ensure consistency of messages and representation within the delivery team.

1c(viii)

Representation to educational establishments:

Our current experience, team and proposed methodologies will ensure we continue to represent the agency positively to educational establishments as we currently have done for over 16 years.

Due to our experience we have an extensive network of contacts and existing relationships within schools around Wales. Bollo's reputation within this network ensures the FSA are held in high regard when we represent them within the existing Crucial Crew contract and we will ensure this continuation. See Appendix 1.

1c(ix)

Representation of other Service Partners at educational establishments around Welsh schools and educational events: Bollo Ltd staff are aware of the importance of representing any agency within educational establishments. We have extensive experience of appropriately representing many other service partners, (several with a similar educational presence as the agency), at educational events and establishments specifically around Wales. See Appendix 4.

1d - Please detail what you consider to be your organisations' unique selling point compared to the other potential suppliers.

1d(i)

Extensive experience of delivering educational content throughout Wales specifically for FSA Wales:

Our experience of delivering educational content in Wales for the Agency, (and other service partners), is extensive, this allied with our proposed management and delivery team gives us a resource and experience no other supplier can match; Bollo offers:

- 16 years experience of delivering at and representing FSA Wales at educational events.
- provided full 'end-to-end' service for the agency's attendance at the educational events of Crucial Crew since 2011.
- an existing team that have an established relationship with FSA Wales. 12 established, food safety trained, experienced deliverers/actors capable of covering all eventualities. All contractors committed for duration of contract if needed.
- a management and delivery team with cumulatively over 60 years experience of delivering educational content for FSA Wales.
- a consistency of deliver with 100% of the management of the project fulfilled by the two most experienced members of the Bollo team who have established relationships with the agency.
- a Project Leader who is the director of Bollo Ltd and has the longest relationship with the Agency having represented them continually within education for 16+ years.
- Our experienced Project Management team, Tour Leaders Team and most members of our proposed delivery team have committed themselves exclusively to Bollo Ltd for this contract.
- a consistency of delivery and messages with both the proposed North and South tours staffed with experienced Team Leaders who have an established relationship with the agency.
- Intrinsic understanding of the agency's educational requirements. Increasing the reach of the Agency at educational events. [REDACTED] we have taken the agency's presence from 11 authorities in 2011 to all 22 Welsh authorities currently.
- proven results over 16 continual years of delivering for the agency at educational events and being positively evaluated both internally and externally. Examples of evaluations available upon request.
- A specialised ability to create high impact engaging and cost effective workshops that have impact within educational events and establishments. Evidenced Appendix 1.
- developed excellent working relationships whilst representing the Agency with Welsh Primary schools across many Welsh authorities.
- a proven track record of being able to book workshop attendance for the agency into educational events.
- Developed excellent working relationships with healthy schools teams, local authority departments, (including education teams), across all Welsh authorities.
- a fully bi-lingual delivery team and mostly bi-lingual management team, (Project Leader is a Welsh Language learner) with a verified track record of only employing welsh Language speakers for FSA Wales projects.
- the ability and proven track record to produce for FSA Wales many different educational and event resources.
- existing excellent working relationships with FSA staff and agency partners, including senior agency staff, current and past agency Directors and members of the [REDACTED].
- an experience of delivering educational content to primary school aged children throughout Wales for other clients including [REDACTED]
[REDACTED]
[REDACTED]

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- a proven track record of being able to book workshop attendance for external agencies into targeted Welsh schools even under tight time constraints.
- a track record of producing and delivering a touring set of workshops for [REDACTED] incorporating food safety, bacteria and hand washing elements.

1e - Can you provide evidence of your ability to deliver the workshops in both English and Welsh language?

Overall existing ability of providing a bi-lingual educational workshop service to primary school children on behalf of the agency evidenced in Appendix 3.

1e(i)

Proven experience of delivery for FSA Wales:

[REDACTED]

1e(ii)

Management and delivery team:

Bollo's proposed management and delivery team are all first language Welsh, (except for the Project Leader who is a learner).

Our experienced delivery Team Leaders enable us to be extremely flexible within language delivery, this fact allied with our project methodology ensures that schools are guaranteed the show and workshops in their preferred language. On all FSA Wales projects Bollo only supplies Welsh Language deliverers, our recruitment policy ensures they're verified by FSA's Welsh Language Unit prior to employment. Bollo has a large pool of Welsh language actors who work as contractors many with extensive experience of representing the agency.

1e(iii)

Welsh Language and Creative Consultant:

To ensure we achieve equal and separate prominence to all aspects of the resource in both the Welsh and English Language we are employing a Welsh Language and Creative Consultant for the project, see section 3a(iii). This consultant has 7 years of delivering creative and educational resources to the agency and has an existing relationship with the Agency and its Welsh Language Unit. He has also worked across many of the other FSA Wales educational tours and Crucial Crew projects.

1e(iv)

Existing relationship with the Agency's Welsh Language Unit

Bollo and the proposed management team have an existing excellent working relationship with the Agency and their Welsh Language Unit. We have worked with the Welsh Language Unit many times whilst producing bi-lingual resources for the Agency and have also represented them and the agency at many Eisteddfod and Urdd Eisteddfod events. We will utilise this experience to ensure we fulfill the requirements of this tender. We are happy to deliver all aspects of the resource bi-lingually for approval by Agency staff before its production.

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1e(v)

Our proven commitment to Welsh language delivery when representing the agency:

We currently produce a dedicated Welsh Language version of our current FSA educational workshops, not merely translating our services. Separate and equal prominence is placed upon each version.

We've an excellent existing working relationship with the FSA's Welsh Language Unit, liaising with them to ensure we use standardised language.

Our commitment's also visible through production of other FSA resources, e.g. 'The Race' and 'Aliddon' re-working.

1e(vi)

Delivery of all aspects of the project in both Welsh and English:

As well as ensuring the show and workshops are delivered in Welsh and English depending on a school's stated preference we will ensure that all aspects of the project are delivered in the school's preferred language.

The theatrical show and the workshops will not feature a welsh language version merely translated from the English language version. Separate and equal prominence will be placed upon each version when being created.

Likewise, all educational resources produced for the project will have placed upon them separate and equal prominence for both language versions.

All evaluative materials and tools will be produced and supplied both in Welsh and English with equal prominence given to both versions.

All contact with schools and additional materials will be done bi-lingually or in a school's preferred language.

1e(vii)

Delivery of other aspects of the project in both Welsh and English.

To further evidence our ability to provide the project requirements in both Welsh and English we will make available to the agency all reports for the project in both Welsh and English if required.

1e(viii)

Regional differences:

The scripted nature of our narrative and workshops ensures consistent language delivery. Additionally, our delivery team is situated throughout Wales, so we can offer regional Welsh Language speakers whose language is appropriate when delivering more conversational aspects of the project, (e.g. during workshop activities).

1e(ix)

Understanding Welsh language format.

Our experience of creating educational workshops and content in both the Welsh and English language ensures that we place equal and separate prominence on both versions no matter what the project. From concept through to pre-production, different language versions of resources are created and worked on in alignment, understanding the differing needs of the different languages throughout.

Our understanding is evidenced in preparing the reply for this tender we have already worked upon the Welsh language aspects of the production. Incorporating into the Welsh Language version different Welsh Language cultural references as well as incorporating stylistic devices such as 'cynghanedd traws,'. This and other examples are available upon request

1e(x)

Additional Clients:

Our experience of producing resources bi-lingually has gained us a reputation attracting additional clients for educational output around Welsh schools. Producing/delivering the first bi-lingual educational workshop content for use at [REDACTED]

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2: PROJECT MANAGEMENT (20%)

Please answer the questions below:-

2a - Demonstrate your understanding of the FSA's requirements in relation to this tender.

2a(i)

Experience for FSA:

Bollo has delivered educational workshops for FSA Wales for 15 years. Since 2011 we've delivered FSA educational workshops to approximately 250,000 pupils and have delivered across every authority in Wales.

We deliver highly effective workshops which are positively evaluated both internally and externally.

[REDACTED]

The Project Management and Tour Leader team along with proposed members of the delivery team have a wealth of experience of working on successful FSA Wales school tours.

- The Project leader was employed as tour manager for the successful award winning Aliddon FSA Wales schools tour.
- The Project Manager was employed during the successful award winning Mystery Of Dragon Castle FSA Wales schools tour.
- The Creative Consultant and Welsh Language Consultant wrote and produced the award winning Mystery of Dragon Castle show for the FSA schools tour. He also toured with the award winning FSA schools tour of Aliddon and Mystery of Dragon Castle.
- The Tour Leader for South Wales was employed for the FSA schools tours of Aliddon and Mystery of Dragon Castle.
- The Tour Leader for North Wales was employed for the FSA schools tour of Mystery of Dragon Castle.
- Delivery team member [REDACTED] was employed during the Aliddon FSA Wales school tour.
- Delivery team member [REDACTED] was employed during the Mystery of Dragon Castle FSA schools tour.

2a(ii)

Experience for others:

During the past twelve months we have produced and delivered successful, engaging, cost effective and positively evaluated theatrical show and workshop tours for:

- [REDACTED]
- [REDACTED]
- [REDACTED]

During the past 12 months we have produced and delivered successful, engaging, cost effective and positively evaluated educational workshops around Wales for:

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

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2a(iii)

Understanding of format content:

Our experience of delivering the format content outlined in the requirements of this tender means we have extensive experience of delivering educational content that(s):

- Engaging
- Age appropriate
- Is deliverable within proposed timelines
- a show and workshop format with the two elements complimenting each other
- Are engaging and enjoyable for the target audience
- Link to relevant aspects of the welsh curriculum and deliver relevant key messages
- Provide workshop activities that are engaging, age appropriate and deliver relevant key messages
- Provide resource materials that are engaging, age appropriate and deliver relevant key messages
- Provide signposting to further learning opportunities for students
- Provide teaching staff with curriculum linked tools to deliver these further learning opportunities
- Provides evaluative tools and material that is effective and provides data that is relevant to our service partner's requirements.

2a(iv)

Understanding of format delivery on site:

Understanding the need for school workshops to be flexible, we've invested in a team of experienced bi-lingual contractors who're adaptable and flexible to fulfill the aspects of tour delivery. They're able to set up and deliver under very challenging circumstances often with no prior notification of changes. We have a proven track record of doing this for FSA wales with our [REDACTED].

Additionally, our Project Management and Tour leader teams experience means that we're capable of spotting and dealing with many potential issues before the on-site team are in attendance.

These management teams understand the format of educational tours, capable of utilizing their experience for all aspects of the pre-production, attendance and post-visit needs of the requirement of this tender.

This extensive experience ensures we're able to deliver the same educational experience consistently, irrelevant of situations.

Examples of adaptations that we have encountered and dealt with successfully in other educational workshops and tours for the FSA, (and other Welsh agencies/organisations), that are relevant to the requirements of this tender:-

- Varied content accommodating differing abilities including all SEN pupils.
- Varied class size, 5 up to 40 pupils.
- Varied audience size 80 pupils up to 400 pupils
- Varied language preference often accommodating last minute changes.
- Varied length of workshop/show time. Accommodating last minute changes by a school but still ensuring all content is delivered to students.
- Unexpected logistical issues involving access to school, performance area or classrooms.

2a(v)

Consistency:

Our experienced Project Management team, Tour Leaders Team and most members of our proposed delivery team have committed themselves exclusively to Bollo Ltd for this contract, ensuring consistency. The team is known to FSA and has the proud record of never having missed a date in 15 delivery years of educational workshops for the FSA.

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2a(vi)

Network understanding:

Our experience of booking and delivering workshops to primary school aged pupils in Wales means we have extensive experience of how to achieve the required booking results even under tight time constraints.

We are also able to utilise our unique working relationships with organisations such as healthy schools teams and education departments within local authorities to further ensure we reach all targeted schools.

2a(vii)

Increasing reach:

Bollo have a proud tradition and experience of increasing the expected reach of projects, (example in section 1b), always looking to increase cost efficiency of projects for our clients

Our proposed two-person delivery team should ensure more of the agency's budget is spent directly delivering messages to additional schools than achieved previously for a likewise budget.

This could allow for additional targeted schools to be agreed upon who would then also benefit from a workshop tour visit.

Our ability for increasing the project's reach is also exemplified in the evaluative tool detailed in section 4c(x).

2a(viii)

Bettering objectives:

We consistently exceed annual objectives set by FSA for our [REDACTED] educational workshops tour, delivering to 22,000+ pupils from 480+ schools, (equating to 70% of age cohort).

We would welcome a set of annual objectives for this project too which we would also intend exceeding annually.

2a(ix)

Simultaneous tours:

We're aware of the need for simultaneous tours to operate to complete the expected number of schools and have put forward an innovative proposal to ensure this transpires whilst fulfilling all tender requirements.

Our proposal allows and plans for a North and South version of the tours to operate simultaneously.

Operating at simultaneous educational events whilst delivering for the agency is something we have extensive experience of with our other [REDACTED]. Often 2 events will be operating simultaneously in different parts of Wales and at certain times of the academic year up to 4 events can operate simultaneously. These eventualities have never caused us any issues due to the strategies we have in place. We will utilise these strategies as well as those laid out in this document to ensure our capability to operate simultaneous tours.

2b -What systems does your organisation have with regards to contingency planning?

2b(i)

Project plans:

For every contract Bollo has an Overall Project Plan which is designed to highlight potential issues at the earliest possibility.

Also, for every tour block we will create an individual Tour Plan which is distributed to the delivery team, to highlight any potential tour issues at the earliest possibility. Detailed 2c(vi).

2b(ii)

Code of Conduct Plan:

For every tour our 'Code of Conduct' plan is included in the material distributed to the delivery team and is agreed and signed upon before delivery commences. This plan ensures that tour deliverers understand their role in representing the

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agency and ensuring that all aspects of delivery dates take place as scheduled and planned. A copy of this plan is available upon request.

2b(iii)

Dedicated delivery team:

Our dedicated delivery team, (detailed section 3a(iv)), understand the importance of team work and committing to the dates they're assigned to. All potential new members of the delivery team will be made acutely aware of this importance also and commit to it through the code of conduct plan and their contract.

2b(iv)

Contractor contracts:

Additionally, all delivery team members are required to sign a contract before commencement of each set of tour blocks. This legally binding contract ensures that delivery teams must complete each set of tour blocks they agree to. A copy of an example contract is available upon request.

2b(v)

Ensuring schools understand importance of engaging with all aspects of the resource:

Once a school has registered their interest in participating and before their booking is able to be confirmed it is made clear to the school contact the importance of adhering to all requirements and conditions of our attendance, including adhering to on site conditions, engaging with pre-visit and post-visit resources and fulfilling all obligations in regards of on-site and post-visit evaluations.

Written acknowledgment of this agreement is obtained from the school contact before booking and can be referenced to ensure compliance. Detailed 1a(xvi)

2b(vi)

Vehicle hire account:

We have corporate accounts with 2 multi-hire vehicle companies ensuring transportation needs are met.

2b(vii)

Back up equipment:

We ensure duplicate back up technical equipment is present on-site during visits.

Additionally, we have corporate accounts with several technical equipment suppliers to deliver necessary equipment within 24 hours.

2b(viii)

Back up workshop materials/equipment:

Similarly, we ensure duplicate workshop materials/equipment are present at on-site during visits with further duplicates in nearby storage ready to be dispatched to teams at the earliest opportunity.

2b(ix)

Maintenance plan:

We will ensure all resource materials, workshop materials, theatrical set components, costumes, puppets and props are manufactured to be robust and durable to accommodate daily use.

Additionally, there is a dedicated maintenance plan contained within each individual Tour Plan where the workshop teams will inspect resources, materials, equipment, set, props, costumes, etc on a regular and uniformed basis and report any potential issues to the management team at the earliest possible opportunity. A copy of the maintenance plan is available upon request.

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2b(x)

Replacement set panels/puppets:

Corporate accounts with the producers of the set panels and puppets will ensure any unrepairable damage will result in the fast dispatch of a replacement.

We also have access to a network of theatrical production staff capable of repairing puppets, costumes and set at extremely short notice.

2b(xi)

Multiple additional contractors:

Our current pool of experienced deliverers for other FSA Wales educational projects ensures that we're able to cover staff absences at short notice. We will rehearse additional bi-lingual members of the Bollo team that already have experience of delivering for the agency so that they are able to cover potential absences at short notice therefore creating minimal impact on the delivery aspect of the project.

2b(xii)

Experience of delivering FSA Wales educational content.

The delivery team's experience and subsequent investment within FSA educational events along with our 'Code of Conduct Plan' also ensures that every member of the delivery team inform us of any possible issues at the earliest opportunity. We've a proud record of never having had a 'last-minute' cancellation from any deliverer of a FSA Wales educational event and subsequently we've never missed or had to cancel an FSA Wales delivery date.

2b(xiii)

Multiple facilitators throughout Wales

Bollo's extensive delivery team with FSA Wales experience that are pre-rehearsed are geographically spread throughout the whole of Wales. Ensuring that for all areas we've at least two delivery 'substitutes' within a realistic and achievable distance to a school.

2b(xiv)

Trained Project Leader/Manager

The Project Manager will be fully trained and rehearsed in the delivery aspects and should be able to respond instantly to fill any potential absences and deal with any potential issues.

The Project Leader will be fully trained and rehearsed in delivery aspects for English language based dates and able to react instantly to deal with potential issues.

Both members of the Project Management team are aware of the other's duties, (which are fully documented), being capable of fulfilling the other's duties if an unfortunate circumstance dictates or arises within this team.

2b(xv)

Three-person delivery team:

On the rare occasion a primary school is visited which has a three form intake for every year, a third member of the delivery team will be present on site, (drafted in from our experienced pool of contractors or management team), who will help fulfill workshop duties.

They will be accompanied by one of the prominent puppet characters from the show and complete a share of the workshops ensuring all pupils are delivered to within a single day.

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2b(xvi)

Ability to deliver two FSA Wales contracts simultaneously

There are multiple contingency plans and quality assurance strategies already in place to ensure capability of not only completing but over delivering the requirements of our current FSA contract whilst providing services for our other clients.

We will utilise these and the strategies detailed in section 1a(xxv) to ensure we are able to fully complete all requirements of both FSA educational tenders.

2c - Please detail your proposed methodology for project management?

2c(i)

Project staff:

Project Manager/Project Leader responsible for project management. In line with the service we provide under our current educational contract this management team are always contactable by FSA staff. Phone calls replied to within 24 hours, emails 48 hours.

Project Leader oversees all aspects of project from pre to post event, will attend all meetings with FSA.

Project Manager will assist and lead in administration and booking aspects and the logistical aspects of the daily operation of the tours, will attend meetings with the FSA where required.

Team Leaders will oversee and manage daily operation of all aspects of the Tour Block Project Plan on-site at schools.

Delivery team to adhere to all aspects of Tour Block Project Plan for event.

2c(ii)

Experience of working with the agency:

Our existing relationships with agency staff ensure our capability of implementing our systems instantly to ensure a seamless and responsive start to the contract.

2c(iii)

Experience of liaising with and booking Welsh primary schools.

We have many years of experience of booking Welsh primary schools into other workshop tours and educational events for the agency and many other organisations. Resulting in an extensive range of experience, existing network of contacts and relationships with Welsh primary schools.

Additionally, we have existing relationships with other bodies such as 'healthy schools' teams and education service departments within local authorities. We will be able to utilize these relationships to enhance the distribution of initial email invitations.

These relationships can gain us direct access to many head teachers, decision makers and relevant contacts within primary schools as opposed to generic school office email addresses. This asset will be an essential tool in ensuring we sign up schools that are often considered 'difficult' to engage with for external educational projects.

Additionally, we often revert to phone calls creating more personable relationships with schools ensuring all targeted schools are reached.

We have existing experience of already utilizing these tools to ensure the sign up of targeted schools for different service partners. Evidence of this available upon request.

2c(iv)

[REDACTED]

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2c(v)

Ensuring quality of service throughout all stages of the project:

Our Quality Assurance Plan aligned with our Overall Project Plan and Code of Conduct Plan for on-site deliverers will ensure a consistent and maintained quality of service throughout the duration of the contract. Copy of Quality Assurance Plan available upon request. Overall Project Plan, Tour Block Plan and Code of Conduct Plan detailed in section 2c(vi) and full copies available upon request.

2c(vi)

Tour Operation Methodology:

Operated/documented via two forms; Overall Project Plan and Tour Block Project Plans.

Overall Project Plan:

Covers all aspects of overall project deliverance on a continual basis. Managed by Project Leader and Project Manager. Regular and periodic meetings between Project Management team will ensure all aspects of plans are being adhered to. Content of meetings made available to relevant agency staff if required.

Multiple aspects of the Overall Project Plan are monitored through the usage of excel spreadsheets, 'live' cloud-based versions of these spreadsheets available to view by agency staff at any time.

Three sections: Pre-event, Event and Post-event Project Plan. Overview below.

Pre-event Plan:

- Produces/updates annual schedule upon consultation with agency.
- Manages tour blocks on rolling basis, (tour blocks to last 4-6 weeks. One tour block will operate in North half of Wales and simultaneously one in the south half of Wales), starting 3 months prior to tour block start, acquiring targeted schools agreed upon with FSA.
- 3 months prior begin contacting schools for booking of tour dates via email and fax. Utilise our networking advantages detailed in section 2c(vii). Gain agreement from schools booked to adhere with all conditions/aspects. Collate enquiries from [REDACTED] into booking methodology.
- 2 months prior begin contacting schools for booking via telephone. Finish all booking of schools into proposed tour blocks by 1 month prior to visit.
- 2 months prior organize staffing of tour. Delivery staff to agree to code of conduct plan and sign relevant contract.
- 1 month prior, check logistics with school contact, check for any additional needs of students or delivery. Present any required risk assessments, DBS checks, insurance details to school.
- 3 weeks prior, provide school contact all relevant pre-visit resources and information. Agree delivery schedule/timings with school. Send school contact pre-visit material and remind of agreement to participate with all aspects. Assign equipment/resources. Distribute to staff Event Project Plan, initiate receipt. Book necessary travel, accommodation/subsistence requirements.
- 3 weeks prior begin rehearsals for delivery staff. To take one full week. FSA staff welcome to attend rehearsals.
- 1 week prior, check for outstanding issues with school contact. Highlight special delivery requirements and relay to appropriate deliverers.
- 2 days prior, cross-check all staff/event requirements.

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Event Plan:

- Night before delivery date, text subsequent delivery staff/team leader.
- Morning of delivery, text appropriate Team Leader. Non-reply initiates contingency plan.
- Evening of delivery, check with Team Leader for outstanding issues, provide resolutions if needed, inform Agency.
- At end of each week collate on-site evaluative data from Team Leader. Discuss with Team Leader any outstanding issues and provide resolution. Inform Agency staff if relevant.

Post-event Plan:

- Ensure equipment, set, workshop materials returned to storage, check for outstanding issues, provide resolution.
- Week following post-event, contact school and distribute post-event email, evaluative tools, remind school contact of obligation to perform evaluative tools. Begin contacting schools to populate schedule for post-event visit.
- At end of each week of tour collect delivery team reports.
- Two weeks post-visit, contact teachers to remind about any evaluative tools not performed and reference prior agreement. Ensure post-event visit is booked.
- Three weeks post-event contact relevant school contacts by phone if not performed evaluative tools and reference prior agreement.
- End of tour block collect all outstanding onsite evaluative data from Team Leader.
- One week after tour block ends begin post-event workshops visits.
- Three weeks after tour block end generate post event report for agency.
- Highlight any issues encountered during tour block and provide resolution strategy to agency staff.
- Every three months formulate evaluative data into quarterly report.

Dedicated Tour Block Plan:

Overview below.

A check list/information document provided to delivery team. Contains:

- Accommodation/travel information.
- Venue details, logistics for set up, parking, arrival and start/finish times.
- School timings schedule - highlighting specific delivery requirements, workshops to be used, language delivered, pupils with SEN.
- Details of assigned equipment and back-up equipment for block
- Contact details for every school, Contact details for Project Leader/Project Manager
- Template for recording daily evaluative data
- Copy of risk-assessments,
- Code of Conduct Plan
- DBS clearance numbers
- Details for contingency plan commencement in case of issues.

Full Plans provided upon request.

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2c(vii)

Booking Methodology:

Original invitation emails to be produced in the [REDACTED], detailed section 4b(xiii). Bollo have corporate account with this software platform provider. Example of invitation email available upon request.

Initial invitation emails sent three months prior to beginning of tour block. Bollo to use our standard contact database for Welsh Primary schools along with our network contacts database and other databases acquired through [REDACTED] interest and other relevant GDPR compliant means.

If relevant invitation sent via fax also.

Two months prior to beginning of tour block begin telephone calling targeted schools until tour block is full. Present proposed tour schedule to agency staff.

Each tour blocks to last 4-6 weeks, (to minimize any performance fatigue from delivery team). One tour block will operate in North half of Wales and simultaneously one in the south half of Wales).

Before booking is confirmed with school we will present school contact with agreement requirements for attendance at their school, highlighting the importance of engaging with all aspects of the resource and how non-engagement may impact on possible future resources. Initiate prompt confirmation of this agreement before commencement to next step.

Booking methodology timeline detailed in the Pre-Event Plan section of the Overall Project Plan detailed section 2c(vii).

Proposed booking methodology timeline for the start of this project detailed in section 2c(viii).

Booking methodology – emails:

Emails will all be produced in a tone and aesthetic that is appropriate to

- the project,
- representation of the agency
- intended target audience.

Our extensive experience of representing the agency whilst fulfilling our current FSA Crucial Crew contract along with our experience of producing booking emails for many different service partners and projects will ensure this. Examples of all emails to be produced for this project made available prior to distribution to schools.

Initial email

- Invitation email. Contains synopsis of resource and what it achieves.
- Presents relevant information in an easy to read bullet point format.
- delivers relevant information such as when the resource is visiting their school's area, highlights it is a free resource, highlights typical format of a visit.
- Contains the first teaser trailer to encourage teachers to engage with the resource
- After first tour block will contain quotes from schools visited detailing the advantages of the resource
- These tools and overall email designed to inspire and encourage the school to engage with booking the resource.

Second email contains:

- contains more detailed information about the resource and its objectives,

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- Includes a booking form to inform of relevant logistical needs and highlight any special requirements. Example provided upon request.
- An agreement document detailed in section 1a(xvi).
- A blank timetable, (within the booking form document), for the school contact to complete detailing how they want the day to operate logistically.
- A set of curriculum maps and learning objectives attachments for the resource.
- The second video teaser trailer along with instructions of when to show trailers to pupils.
- Telephone contact details for the Tour leader and Project Manager

Final Email/Phone call

- One week – two days prior to visit school contacted.
- Ensures all the necessary requirements are in place
- Ensures pre-visit materials have been engaged with and final trailer planned to be shown day before visit.
- Asks for acknowledgement of receipt of email via reply
- Non-reply will prompt phone call from Tour Manager to ensure all is fine before visit

Booking methodology – phone calls

Sometimes schools are not especially receptive to email communication especially in answering initial emails. We often revert to telephoning schools. This can:

- create more personable relationships with school contacts.
- help in engaging with more difficult to reach schools.
- help to achieve required results in regards of tour booking.
- help to ensure schools agree and engage with all aspects of the resource.

Our extensive experience of using this method to complement and enhance our booking methodology tools ensures that we can get the results required for the project whilst still representing the client in the appropriate manner.

This approach is a powerful tool to ensure we fulfil all project requirements and guarantee an ability to deliver to targeted schools.

We have an existing and extensive network of relationships with Welsh Primary schools and their staff which we will utilize to ensure we deliver the objectives of this project.

Booking methodology – [REDACTED].

Our many years of creating and delivering projects to schools throughout Wales means we have built up a large network of relationships with Healthy Schools team, education departments within local authorities and other local authority departments relevant to schools. This network has previously proved useful in distributing invitation emails to decision makers within schools and often bypassing the general office email addresses. We would consider this network as a tool for the distribution of the initial email, (for a second time), especially for areas where initial interest response was low.

Booking methodology – [REDACTED]

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2c(viii)

Pilot Methodology / Proposed timetable for project commencement:

[REDACTED CONTENT]

Timeline	Actions – South Tour	Actions - North Tour
Mid- Nov	Project initiation meeting – Set tour block dates and areas for delivery Detailed script, workshop, evaluative material and resources synopses put forward and discussed. Initial email invitation submitted for approval.	Same actions as south tour duplicated
End Nov	Submit final script and workshop content in Welsh and English for approval. Initial invitation email to be sent to schools. (If pre-visit trailer not completed for 1st tour then distribute with second email. To be included with initial email for all future tours).	Same actions as south tour duplicated
Start Dec	Begin creating workshop materials. Gain set graphics approval from Agency and send off for production. Acquire all necessary props, costumes and puppets. Produce pre-visit materials.	Same actions as south tour duplicated
Mid Dec	Second email invitation sent. Begin populating tour schedule. Begin phoning schools to book in and fill tour schedule. Produce evaluative material and present to agency for approval. Begin casting for first tour block.	Same actions as south tour duplicated
End Dec	Populate and is possible finalise tour schedule. Present tour block 1 staff to agency for approval. Gain DBS checks and food safety qualifications for tour delivery staff.	Same actions as south tour duplicated

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Start Jan	Finalise tour schedule filling in any gaps in schedule through phone call booking methodology. Focus group the workshop activities Distribute pre-visit email and any pre-visit resources.	Same actions as south tour duplicated
End Jan	Ensure tour block schools are ready and compliant with all aspects of visit.	Same actions as south tour duplicated
Last week Jan	Distribute any pre-visit materials to school. Cross check school requirements and logistics. Agree delivery schedule/timings. Begin Rehearsals for tour block 1. Invite Agency to view.	Same actions as south tour duplicated except for beginning rehearsals.
Start Feb	Apply any recommendations from agency.	Begin Rehearsals for tour block 1. Invite Agency to view. Apply recommendations from south tour rehearsals at rehearsal stage.
Mid Feb	1 st quarterly meeting with agency Final check all arrangements in place with schools for tour 1	Same actions as south tour duplicated
End Feb	Tour block 1, South Tour begins	Tour Block 1, North Tour begins
March	Tour Block 1 continues	Tour Block 1 continues
Start April	Tour Block 1 ends. Engage Post event plan.	Tour Block 1 continues. Engage post event plan.
April	Post event email and evaluative material sent	Post-event email and evaluative material sent
End April	Schools not returning evaluative material reminded of obligations. Post-event visits to take place	Same actions as south tour but duplicated
Start May	Tour block 1 reports produced for agency	Tour block 1 reports produced for agency
Mid May	2 nd quarterly meeting with agency. Review results from first tours evaluative data	2 nd quarterly meeting with agency. Review results from first tours evaluative data

First tour block to last 6 weeks. Following tour block dates and duration to be discussed as appropriate at quarterly meetings.

Each tour block will then follow the 3 month tour plan on a rolling basis as detailed in section X.

Second tour block to start week commencing 22nd April after Easter break. For the second tour block the overall project plan will start being actioned mid-January 2019.

Tour blocks for following 12 months to be decided at first quarterly meeting. Additional 3- 6 months of tours then added and previous tours reviewed in all following quarterly meetings.

Aware that the Agency's financial year runs from April to April, if required we will deliver two tour blocks before the financial year end. In this scenario tour block 1 would run from the end of January and Tour Block 2 from the end of February. Tour block 1 would have a shorter lead up time than normal and must deviate from the stated overall project plan with administrative and booking duties being condensed into a two month period.

Our experience of delivering school tours under tight time constraints for other clients aligned with our experience of dealing with Welsh primary schools and our extensive network of contacts would make this one-off timescale capable. Extra administrative staff and management hours would be attributed to the project to meet all requirements if this

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option was required. If this option is required a new proposed timeline detailing all aspects will be presented to the agency at the Project Initiation meeting or the week following.

3: ORGANISATIONAL EXPERIENCE AND EXPERTISE (20%)

Please answer the following:-

3a - Please provide evidence of your proposed staffing arrangements and their expertise for delivery of the workshops (including evidence of DBS checks and CV's).

All project and delivery staff DBS checked, documentation provided upon request. Bollo holds a corporate account with a DBS checking provider to ensure these needs are met.

3a(i)

Project Leader/Project manager.

[Redacted]

3a(ii)

Team Leaders

[Redacted]

3a(iii)

Welsh Language and Creative Consultant

[Redacted]

3a(iv)

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Experienced Contractors, minimum 2 per area:

Bollo ltd also has a bi-lingual pool of experienced contractors with experience of working for the agency along with the above proposed staff/teams they:

- All have extensive experience of delivering educational workshops and FSA educational workshops for the proposed age cohort and are known to Agency staff.
- All are known to FSA staff.
- All achieved and currently hold Level 3 in Food Hygiene and have extensive educational delivery experience.
- All have committed themselves to Bollo Ltd for the duration of the contract.

DBS checks are regularly and periodically updated, this practice will continue for the duration of the contract.

These known contractors have first refusal to staff the North or South tour blocks. If not, they will be rehearsed to be 'script ready' for all aspects of the project and able to act as 'substitutes' in the need of engaging contingency plans.

Experienced contractors/ Proposed delivery team:

[REDACTED]

3a(v)

Additional contractors:

In line with our usual recruitment process for FSA projects, any additional staff employed to work upon this project will be subject to several conditions:

- Verification of welsh language ability by FSA Wales Welsh Language Unit staff
- Passing level 3 food safety in catering
- Experience of theatre in education work
- Experience of working with target audience
- Agreeing to code of conduct and project plan conditions
- Signing a contract to indicate their commitment to a full tour block.

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3b - Detail your experience of working with primary school children and your ability to adapt the workshop for children with different learning abilities.

3b(i)

Client portfolio:

[REDACTED]

3b(ii)

Pupil numbers:

Since 2002, for FSA Wales, Bollo have delivered to over 250,000 pupils from this cohort.

For all our clients we have delivered to over 400,000 pupils from this cohort.

The combined experience of our delivery team in delivering to pupils from this cohort would be over 2,000,000.

3b(iii)

Majority of our work:

The majority of educational output that Bollo produces and delivers is designed for primary school children.

Additionally, the majority of work that the Project Management team and most of the delivery team participate in is currently and has been for many years targeted towards primary school children.

3b(iv)

Experience of delivering to pupils with differing abilities:

Across all schools, 15% of pupils have SEN, (2.8% with EHC plan). Over 15 years we've delivered FSA educational workshops to 37,500 SEN students from all Welsh authorities.

Annually we also deliver to approximately 11 placement/dedicated SEN schools.

Many of our delivery team have extensive, additional experience of delivering to differing ability pupils.

Our current experience of delivering FSA educational workshops to pupils with differing abilities through our Crucial Crew contract has been positively evaluated. See Appendix 2.

3b(v)

Experience of producing adaptable FSA educational workshops for pupils with differing abilities:

Our current adaptable FSA educational workshops within the [REDACTED] are designed to be deployed for different abilities and age ranges.

All are bi-lingual.

The delivery team always have instant access to all versions and are fully trained and rehearsed in all versions.

We've also produced similar adaptable workshops for other clients for use at [REDACTED] and within other educational scenarios.

3b(vi)

[REDACTED]

Our Overall Project Plan ensures we assign the correct version of workshop to be deployed upon each [REDACTED] and session, this is a practice we will extend to this project.

Our Team Leader's experience within delivering FSA workshops to pupils of differing abilities means they're capable of making decisions 'in situ'. Changing workshop tone, delivery style or content itself as required, ensuring every session delivers age and ability appropriate FSA messages.

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At SEN schools we deploy specially produced FSA educational workshops with additional modular activities. Involving an interactive hand washing session, designed so that we spend individual and group time with pupils to detail the importance of effective hand washing techniques.

All of these tools/skills are transferable to be utilized within this project.

3b(vii)

Proposed workshops adaptability for pupils with differing abilities.

Both the foundation and KS2 versions of the workshops will be flexible and adaptable for pupils with differing abilities.

Each 4C task/activity to be completed will have varying degrees of ability needed to complete the task.

Due to our Overall Project Plan and booking methodology the Project Management team will have been informed in advance of pupils with special or differing ability and have relayed this to the delivery team in the Tour block plan.

Our experienced onsite delivery team will also be able to gauge either the overall ability of a class or individual students and be able to adapt the activity and delivery of it accordingly.

We are also aware that there can be differences in ability between different ends of the KS2 and foundation phase cohorts. The varying degrees of ability built into each task that can be changed by the delivery team 'in situ' enables us to deliver a differing ability workshop for a Year 6 group as opposed to a Year 4 group even though they are in the same curriculum cohort.

Examples of these workshop ability adaptations are detailed in 1a(viii).

Special delivery aspects will be employed where we are made aware in advance of pupils with specific differing abilities and needs such as visual and aural impairment. For example, providing scripted descriptions of any visual aids or media used. Our delivery team have experience of this practice.

Our booking methodology should make us aware of students with differing ability needs in advance of attendance but if not, then the experienced deliverers will be able to adapt accordingly on site and employ tools and skills they possess to ensure all students engage with the same learning opportunities.

3c - Demonstrate your knowledge of food safety and hygiene and its involvement in the Welsh school curriculum.

3c(i)

Delivering for FSA Wales:

Bollo have delivered food safety workshops for the FSA since 2002. During which we have designed and delivered many different educational activities, programmes and resources. All created with a knowledge of the links between food safety and hygiene and the Welsh school curriculum.

From 2002 – 2011 we produced and delivered all curriculum linked educational resources for the FSA Wales mobile resource trailer.

From 2011 – 2018, (ongoing), we have produced and delivered all curriculum linked educational resources for FSA Wales at Crucial Crew events.

Bollo is able to map its activities against the current curriculum. Evaluation and feedback from teachers has indicated that our FSA workshop material aligns to the curriculum and builds on school based activities.

Bollo is aware that the National curriculum in Wales will be changing but this change is unlikely to take effect until 2021, in the meantime we will ensure its messaging is relevant.

Our services delivered for the FSA don't just align to the curriculum but align to relevant and current FSA messaging too. We will extend all these practices into this project.

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3c(ii)

Educational resources developed for FSA:

In addition to delivering for the FSA at [REDACTED] and other events we've produced multiple curriculum maps and learning objectives and learning outcome documents for the FSA since 2002. These are revised and edited on a regular basis. They've been produced for both KS2 and KS3 pupils.

New documents will be produced for all resources proposed for this contract.

We produced the previous version and current version of the FSA Wales teacher e-pack, containing relevant curriculum maps and learning outcomes and objectives documents linking food safety and hygiene within the Welsh school curriculum.

All new resources will be developed utilising this experience.

3c(iii)

[REDACTED]

3c(iv)

Level 3 food safety:

Our investment in our Project Management team, Tour Leaders and pool of experienced contractors/proposed delivery team means they all currently hold a level 3 food hygiene in catering qualification.

Any additional contractors employed will gain this qualification before employment.

We hold a corporate account with an accredited food safety training company.

3c(v)

Delivery team:

For the Project management team, Tour Leader Team and proposed delivery team the majority of their employment is in Welsh education and they have extensive knowledge of many aspects of the Welsh Curriculum, especially the PSE curriculum and how food safety, hygiene and current FSA messaging links into this.

4: ADDED VALUE AND INNOVATION (10%)

Please answer the questions below:-

4a - Please detail how you will ensure value for money and quality of service during the operation of the contract.

4a(i)

[REDACTED] ce this time,
[REDACTED]

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[REDACTED]

4a(ii)

Two-person delivery team:

[REDACTED]

4a(iii)

[REDACTED]

4a(iv)

Offering additional services:

[REDACTED]

4a(v)

Digital resources and digital evaluative services:

Many of our proposals for resource materials, evaluative materials and workshop materials are digitally based, (paperless) and only require a one-time production and set up costs. Adhering to Bollo's Eco Policy, (available upon

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request), reducing waste and reducing ongoing costs within the project such as printing. This reduction is reflected in our costings.

4a(vi)

Increasing annual objectives:

We welcome an annual set of objectives for this project. If annual objectives are met, then we are happy for a following years objectives to be raised to ensure continual increasing of a value for money service and quality of service.

4a(vii)

Annual and periodic reviews:

[REDACTED]

4a(viii)

External evaluation:

We are happy to participate in any external evaluation by the agency and modify the annual objectives or the services we provide accordingly without any increase in costs.

4a(ix)

Evidence of continued value for money provision for FSA Wales:

[REDACTED]

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

4a(x)

Monitoring tools to ensure Quality of service

Our Overall Project Plan, Tour Block Plan, Code of Conduct Plan and Bollo’s Quality Service Plan will all be followed for the duration of this contract to ensure that quality of service is maintained for the full duration. We welcome frequent visits from agency staff and any other external evaluation to ensure that our quality of service is being maintained within the objectives laid out in these plans.

Additionally, several of the evaluative tools suggested in section 4c will be utilized to also ensure that quality of service is maintained.

4a(xi)

Evidence of continued quality of service provision to the Agency.

Over 16 years of delivering educational content for the Agency, Bollo Ltd has continually demonstrated an ability to provide a service that provides a high and consistent quality of service.

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4b - Please include any innovative solutions that you could apply to the project.

4b(i)

Two-person delivery team:

[REDACTED]

4b(ii)

Mobile graphic set:

The layout and production of the set enables adaptation to different school spaces and has many other advantages, (detailed section 1a(iii)).

Our experience of touring educational productions around primary schools in Wales means we are aware of the need for a flexible, adaptable set capable of erection in smaller spaces whilst still functioning within the context of the narrative.

The proposed set means that agency staff can validate the design of the set before production ensuring modifications are made at an early stage.

4b(iii)

Mobile set easily adaptable for usage at other community events:

The adaptability of the set aligned with other factors such as the mobility of the overall production, usage of limited technology within the show, (which can be operated from limited electrical sockets) ensures the production can be utilized at possible future community events by the agency if required.

Any re-working of narrative content so that the show can be utilised in these scenarios will be provided free of charge by Bollo.

4b(iv)

Media screen:

Utilising a large media screen within the set provides us with many innovative tools and devices which enhances the production narrative including:

- Additional characters within the narrative, (e.g. Blueberry's ghost) to increase production values and audience engagement without the need for additional on-site actors
- Stylistic narrative devices such as moving from one scene to another can be provided by on-screen graphics that also add a humorous set piece to the production.
- Increasing the interactivity of the show enabling relevant 4C based activities interspersed within the narrative to be utilised and displayed upon the screen
- Giving the overall look of the set a more relevant appeal to the pupils as it looks 'high-tech'.
- Projecting the chorus of the song set pieces onto the screen encouraging pupil involvement/interaction with the narrative.
- Projecting the pirate pledge onto the screen allowing the audience to engage and remember it more easily.
- Projecting key messages and their reiteration within the narrative enhancing learning possibilities and key message retention.

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4b(v)

North/South delivery team.

Utilizing a North and South based delivery team allows us to run tours simultaneously enabling more schools to be reached within the academic year.

Our experience of booking workshops into primary schools has made us aware schools are more susceptible to external visits at particular times of the academic year. Using two teams ensures we can maximise bookings during these times and as a result increase the take up rate by the schools and engagement rate of teachers with pre and post-visit materials.

The North and South based teams can also reduce travelling, subsistence, accommodation costs ensuring cost efficiency which is reflected in the pricing schedule.

4b(vi)

Digital based evaluations.

In alignment with Bollo's Eco policy we propose utilising innovative solutions for providing the requirements of this tender that do not require the use of paper based resources.

On-site evaluations will be operated via tablets carried by the delivery team and handed to teachers or pupils for operation. Our existing corporate accounts with a recognized digital survey provider offers operation of proposed evaluation off line so they're not reliant on a wi-fi or mobile carrier signal which can often be intermittent in many parts of Wales.

Post-visit evaluation material will also be digitally based.

4b(vii)

Social media, (and other media), presence and promotion:

As detailed in section 1b our experience of managing social media presence for similar educational tours enables us to offer this service at no extra cost to the agency.

Our usage of online platforms such as Mailchimp, (as detailed in Section 4b(xiii)) means we offer a reactionary platform for contacting schools with invitations, attendance requirements and post visit materials and resources which can reflect social media presence.

We will tie into FSA social media, as agreed, providing regular updates/links/pics for events and school attendance.

If required, we will create separate social media accounts on platforms the agency agrees upon solely for this project.

These accounts will be accessible by agency and appropriate Bollo staff.

4b(viii)

Innovative theatrical pieces to engage:

Using our experience of creating material for this age cohort our proposal incorporates many innovative set pieces into the narrative and workshops ensuring the project is engaging, exciting and age appropriate for the target audience. This further enhances the engagement with and retention of key messages and increases the chance of future behavioural change. Examples of the sort of theatrical set pieces to be included are:

- Song at end of the narrative. A parody of a current pop song increases relevancy to the audience. Will include relevant 4Cs safety messages and become an aid to learning whilst remaining fun, engaging and relevant. A new song produced on an annual basis to ensure continued relevance.
- Incorporating traditional pantomime narrative devices. Many of these devices operate well within school based tours if delivered in an age relevant manner. Traditional narrative devices of this type we will include are: Aa 'oh no it isn't, oh yes it is' section. An 'It's/He's behind you' section. Incorporating the audience into the narrative and having members on stage. Using water to gently spray the audience at an appropriate point.
- An engaging narrative. We will ensure equal and separate prominence is placed on the delivery of key safety messages and creating an engaging narrative. The narrative will include moments of danger and mild peril,

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moments for the heroes to both fail and succeed and an overall resolution to the narrative that aids building up the evidence learning and makes sense within the perimeters of the relevant messages to be delivered.

4b(ix)

Using a mystery to continually engage:

Our narrative provides a mystery which the audience helps solve ensuring audience engagement and interaction with show content, subsequent workshops and key messages throughout the full duration of our visit. This takes the pupils through several stages of learning, gathering information for them to reach a conclusion and resolution. This promotes a form of 'building up the evidence' learning which is proven to be a useful tool in enabling pupils to grasp new concepts, such as food safety.

4b(x)

Changing show and workshop content to continually reflect agency advice/campaigns:

Due to the production nature of our workshop materials and resources we can change aspects of the workshop and narrative to reflect changes in agency advice or to promote specific agency campaigns whilst incurring very little or no cost to the agency. This ensures the content of the workshop remains relevant during the full duration of the contract and any extension.

4b(xi)

Extending the narrative and show into the workshops:

To continue the engagement of pupils with workshop materials we continue the narrative of the show and accompanying mystery into the workshops.

Engagement with the workshop resources guide pupils through multiple other relevant learning opportunities whilst also leading to the resolution of the narrative.

An element of jeopardy/peril is present within the workshops with resources completed within certain constraints facilitating continual engagement with resources and ensuring workshops are fast paced and engaging.

Our experience in creating workshops for this target audience coupled with the experience of our proposed delivery team will ensure that all classes will fully complete all aspects of the workshop resources even though they may perceive an increasing jeopardy that they may not. This element will also be possible for groups containing pupils of differing abilities.

Including the plenary session into the workshop continues to engage the pupils with the narrative whilst revisiting key messages.

4b(xii)

Bollo's intrinsic innovation:

Bollo's main innovation applied to the project is our experience, the proposed management and delivery team as well as the many creative innovations detailed within the section 1 of the proposal.

Our project management and delivery team can respond and adapt to any situation. In 15 years of delivering FSA educational workshops we've dealt with many different challenging situations without any resulting in issues to the agency. We pride ourselves on our ability to respond to issues instantly in a manner that reflects positively upon our clients.

4b(xiii)

Working smarter:

Taking advantage of existing corporate accounts with online based platforms for promotional/email campaigns, (Mailchimp and Piktochart), we can produce specific promotional material and invitations that reflect current FSA campaigns and adapt accordingly. These reactionary platforms can also be used to signpost schools to new campaign materials or FSA media. This service incurs no cost to the FSA.

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4b(xiv)

Existing software platforms:

Utilising our corporate accounts with established offline and online evaluative software platform providers coupled with our usage of established platform providers for email campaigns enables us to utilise their expertise within their specialist field when producing these aspects for this project.

4b(xv)

Post-visit Visit:

An innovative, cost effective and engaging proposal that guarantees post visit evaluative data collection whilst also further reiterating key food safety messages to pupils and sign posting them and their families towards future learning opportunities.

Detailed in section 4c(ix)

4b(xvi)

Calls to action tool:

This tool, detailed section 4c(x), provides an innovative, interactive on-line resource to engage pupils with future learning potentials. It also widens the reach of the resource into the pupil's families and homes.

Promoting and recording 'calls to action' and lasting behavioral change for pupils and family members. Provides an innovative vehicle for increasing the potential reach of the FSA's messages and promotes further interactions between the FSA and their consumers.

4b(xvii)

Teachers evaluative and school contact evaluative tools:

These tools detailed in section 4c(vii) and 4c(v) are examples of a low cost, innovative solution utilizing existing software platforms that Bollo have access to in order to keep costs to the agency to a minimum. They provide relevant, quantifiable data that can be easily reproduced into a user-friendly format for presentation to the agency in relevant reports.

4b(xviii)

Pupil enjoyment tool

This tool, see section 4c(vi), is an example of a low-cost, innovative solution providing quantifiable data that fits in perfectly with the format of these workshops and their constraints.

4c - What monitoring / evaluation tools will be used to measure the delivery of the workshops?

Tools take two main forms: reports and evaluative tools. All evaluative tools produced bi-lingually.

REPORTS

Full examples of copies of below reports available upon request.

4c(i)

Post Tour Block report:

Word based, contains:

- Event details
- Attending school's details
- Welsh Language days
- Pupil's numbers.

Schedule 3

[PLEASE ENTER NAME OF LEAD APPLICANT, & LEAD ORGANISATION HERE]

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- Workshop format types detailed
- Event specific information/issues and resolutions.
- Data from workshop activity key message retention evaluative tool
- Data from on-site pupil enjoyment evaluative tool,
- Data from on-site teacher's evaluative tool
- Data from school contact evaluative tool
- Relevant quotes, (teachers, pupils)
- Points from school contact discussion tool

Example of similar report employed with [REDACTED]

4c(ii)

Reporting spreadsheet:

Excel based. Ongoing report, sent monthly, details financial year events in agreed tour blocks. Contains:

- School name, dates, location
- Number of days
- Number Welsh Language days
- Pupils numbers
- School pupil attendance numbers
- Costings
- School contact details
- Event specific notes
- Reports and evaluation's status

Example of similar format of reporting tool used [REDACTED]

4c(iii)

Quarterly Report:

Word based document. Collates all evaluative data from last 3 months into a user-friendly format.

Provides analysis of data against pre-agreed objectives.

Example of a similar reporting tool used for [REDACTED]

4c(iv)

Annual report:

Word based document. Compares annual objectives versus objectives achieved. Also collates quarterly reports data into an annual format.

Example of a similar reporting tool used for [REDACTED]

Evaluative Tools

4c(v)

School contact evaluative tool.

If completed on-site school contact will be actively encouraged by Tour leader to fill out the final comments session more extensively. Facilitated by Tour Leader recording school contacts thoughts during a 'discussion' session where Tour Leader can cover further sub-sections of questions evaluating in more detail aspects of the project. We will look at completing this style of evaluation with a school contact a minimum of once a week.

Schedule 3

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- Completed by school contact either at end of day, (offline survey tool), via facilitators tablet
- or sent via email post-visit, (online survey tool) if not completed on-site.
- data incorporated into post-event reports.
- Short 6-8 question survey evaluating the resource from their perspective as the school contact.
- Short survey increases likelihood of proper completion
- Is accessible by mobile phones if accessed online
- Example of similar tool used for [REDACTED]
- Is easily adapted as required through software platform dashboard. Format example Appendix 10

4c(vi)

Pupil Enjoyment tool:

Instantly gauges pupil's enjoyment of resource. Kiosk style evaluative tool. Pupils at end of workshop access evaluative software through an on-site tablet that operates offline ensuring operation not reliant on wi-fi or mobile signal. Pupils press corresponding smiley face icon recording their enjoyment of the show and subsequent workshop.

Age appropriate, colourful, appealing and interactive.

Takes only seconds to gather evaluative data so doesn't impact on teaching time within the workshops

Incorporates agency branding

Produced bi-lingually and can be switched easily between language versions.

Allows us to compare results from different delivery teams, tour blocks, language deliveries and react according

Example of evaluative tool used for [REDACTED]

Produces analytics in many easy to understand formats, example Appendix 11

4c(vii)

Teachers evaluative tool.

On-site evaluative tool accessed through on-site tablet capable of being operated offline ensuring operation not reliant on wi-fi or mobile signal. Completed by each class teacher at end of workshop. Survey consists of 6-8 questions evaluating show and workshop content, workshop materials and overall delivery. Takes minimal time to complete ensuring compliance. Data collated and incorporated into tour block reports.

Example of similar tool used for [REDACTED]

Is easily adapted as required through software platform dashboard, example Appendix 12.

4c(viii)

Post event email:

Further resources are offered to teachers. Asked to leave contact email details or informed of resource and date of when it will be sent to school contact.

Resulting email sent to initial school contact and teachers who leave contact details, contains:

- downloadable link for electronic teachers pack, [REDACTED] branding and any additional learning documents produced).
- Signposting to additional learning opportunities
- Short teacher survey reflecting on resource post-visit
- link to pupils call to action/behavioural change tool detailed in section 4c(x) for distribution to pupils
- links to additional FSA content, e.g. promoting a current food safety campaign, FSA YouTube channel.

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Operates via established online survey platforms we hold corporate account with, enables teachers to operate surveys instantly and on their smartphones also. Enables instant data recording, (not relying on teachers to return data). Keeping surveys short enhances completion rate.

Our initial agreement with the school contact to be engaged with post evaluative material will be referenced accordingly to ensure completion and engagement rates for post-visit evaluative materials and resources.

4c(ix)

Post-event Visit:

Being acutely aware of the difficulty in gaining consistent post-visit evaluative data we are proposing an innovative tool which:

- guarantees post-visit data on key message retention.
- offers another learning opportunity with key food safety messages
- signposts to future learning opportunities for many pupils
- distributes a call to action and behavioural change tool that extends the reach of the resource into homes, detailed section 4c(x).
- Is fun, engaging, age relevant and strengthens the relationship between the agency and the school/pupils

After a tour block is finished each school is revisited so that we can perform an on-site evaluation.

A visit entails a character from the narrative returning to the school to visit two classes, (one foundation phase, one KS2 class).

A visit will:

- Consist of a 10-15 minute workshop
- Be fun and engaging for the pupils, consistent with overall resource
- Deliver guaranteed evaluative data.
- Begins with a re-cap of the of the narrative to stimulate pupils' interest and engagement again,
- Followed by a fun interactive quiz of 6-8 questions, with humorous set pieces (using 'Oracle' stylistic device)
- Results of quiz recorded by the facilitator on a tablet operating our offline survey app.
- After quiz, a short re-cap of salient points from the show and workshops.
- Finally, pupils engage again with the final song and accompanying actions and re-visit key food safety messages.
- Delivered by the Tour Leader in character as Captain Neifion/Ceri
- Or delivered by another member of Bollo delivery staff who is accompanied by one of the prominent puppets from the narrative who will lead the workshop.

With only two classes visited in each school we are on-site for a maximum of 40 minutes. Efficient organizing of visits will enable us to attend 4-5 schools a day with 20 schools visited a week, (a whole tour block re-visited in a week). We have previous experience of delivering similar workshops over multiple sites within these timescales.

Advantages of this post-event visit are:

- Guarantees an excellent sample of post-visit evaluative data
- Gains post-event retention of messages evaluative data from **every** school visited by resource
- Cost effective tool, (4 week tour block of schools re-visited in one week), guaranteeing results and offering multiple other advantages.
- Offers another learning opportunity to pupils
- Allows pupils to again revisit key food safety messages
- Guarantees engagement for many pupils at every school with another agency resource

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- Gives us true data, collected by the facilitator, (online post-visit tools can have spurious results and can sometimes not be completed by actual pupils)
- Enables data gathering from whole country enabling data comparison between different areas.
- Enables amendment of tour resources according to results gained, (e.g. if it becomes apparent pupils struggle with a particular concept we can alter the tour resources to focus more on this aspect.
- Continues and enhances the relationship between schools/pupils and the agency and its resources
- Enables us to present any new resources to the pupils/schools
- Is flexible and adaptable, able to react to on-site school logistical changes
- Delivers opportunity to further the reach of initial resource (pupils take home additional resource which produces a call to action/behavioural change.)

4c(x)

Call to action/ behavioural change tool

Pupils engaging with tour resources are given website address during workshops, website address again contained within and instructed to be distributed by the post-event email.

Additionally, pupils visited by the post-tour visit are given a credit card sized branded card to take home and pass to parents as well as potentially stimulating playground discussion again about the resource and this additional tool. This details a website to be accessed at home by the pupils and their family to engage with further resources. The promotional card and website will be appropriately Pirates of the Curry Bean branded resembling a treasure map. The website will contain:

- The four seas from the narrative which will relate to the 4Cs, when accessed they reveal a set of key messages for each 4C.
- A check list for pirate recruits, encouraging them to check their kitchen along with their parents and ensure key food safety practices are being followed, (i.e. checking fridge temperature, storage of particular food items etc). This will encourage family activity and discussion around food safety.
- Web links enabling the whole family to access the FSA's website, Youtube page, twitter pages, cookin castle website and any other relevant webpages or social media the FSA decide upon.
- Web links to quizzes which are also online surveys enabling food safety data from the public to be gained anonymously. Examples of quizzes, 'debunking food safety myths,' 'the importance of the 4C's,' 'how safe is your kitchen?'
- Additional FSA resources for download, such as rebranded parts of the electronic teachers pack used within the Crucial Crew contract.

All data from this resource will be collated and presented to the agency in an easy to digest format on a regular basis in the reports proposed above.

Advantages of this resource are:

- Increases reach of the resource engaging pupil's families also.
- Cost efficient, main costs involved in the set-up costs only, nominal costs only for the upkeep/updating of website.
- Allows for anonymous data capture of public attitudes to food safety and food safety practices.
- Furthers reach of FSA advice and knowledge.
- Reinforces to consumers/general public the FSA's role as authority on food safety advice.
- Colourful and engaging. Relevant for all family interaction.
- Encourages family discussions and activities around pertinent food safety advice and issues.
- Adaptable to include web links to new FSA resources.

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- Includes downloadable resources enabling future learning opportunities.
- Can tie in with current/new FSA campaigns.
- Produced bi-lingually.
- Can link to other external food safety advice, e.g. [REDACTED].
- Credit card sized flyers will only be printed on recycled card, in line with our eco policy.

4c(xi)

Pupils understanding of workshops key messages in tool:

Detailed in section 1a(viii) and 1a(xxvii)

- Short, multiple choice quiz, (styled to pupils as a code breaking session),
- Acts as an evaluative tool testing pupil's retention of key food messages.
- Facilitator logs pupil's answers.
- Data logged into a spreadsheet by Tour Leader at end of day.
- Data later presented to the agency in tour block reports in easy to digest format.
- Enables percentage recording of pupils retaining key food safety messages
- highlights which concepts of food safety are more difficult to understand for pupils.
- allows for narrative or workshop activity adaption according to data received.

4x(xii)

Additional monitoring tools that measure quality of service within the delivery of the workshops:

Periodic and frequent on-site visits from the project management team, the Quality Service Plan, the Overall Project Plan, the Code of Conduct Plan and the data received from evaluative tools detailed in section 4c are all tools that we will utilize to ensure there is a consistency of delivery within the workshops throughout the duration of the contract.

4c(xiii)

Monitoring tool for administration, booking process and overall project

Many of the aspects of the booking process and the Overall Project Plan detailed in section 2c(vi) will be collated into excel based documents. These documents used to monitor our continued progress through the booking and administration processes, available on 'live' cloud based platforms accessible by agency staff at any time.

ADDITIONAL SUPPORTING DOCUMENTS

Please note that any additional documents in support of the on-line application, should be zipped into a single file (using WinZip). These should then be uploaded to Bravo in to the *Supporting Documents* section of the technical envelope. Each supporting document should be clearly marked with the following details:

- the tender reference number,
- the tender title,
- the name of the lead applicant submitting the proposal and
- the part number and title to which the supporting evidence appertains (e.g. Part 3 Deliverables)

SCHEDULE 3

SPECIFIC OBLIGATIONS

1. SUPPLIER'S OBLIGATIONS

This Schedule specifies the Ordered Services to be provided to the Client by the Supplier in the services required for FSA592 Schools Based Workshop.

This Schedule will be completed by reference to the Client's Specification and to the successful Tenderer's Application Form as detailed in Schedule 2.

2. CLIENT'S OBLIGATIONS

Notwithstanding the collaboration necessary with the Supplier to enable the provision of Support and Development services, the Client shall be responsible for:

- Reporting incidents as soon as possible, and for providing all relevant information to enable the Supplier to progress resolution of the incident
- Provision of suitable premises and facilities such as desks, chairs, overhead projectors, where appropriate and essential to the delivery of services
- Provision of access to the appropriate equipment and sites to enable the Supplier to undertake specific responsibilities in the supply of Support and Development services

3. SUPPLIER'S OBLIGATIONS

The Supplier will need to adhere to performance measures including:

- 200 schools to be visited per annum supplemented by 200 post workshop school visits for evaluation purposes.
- Quarterly review reports submitted by Bollo Ltd including evaluative data.
- Quarterly visits conducted by the FSA.
- Quarterly meetings held between Bollo Ltd and the FSA.
- Sign off of all materials by the FSA.
- Sign off of set by the FSA.
- Approval of all staffing by the FSA.
- Objectives to be discussed and set for Bollo Ltd at the Contract Implementation meeting

4. REVIEW MEETINGS

This Clause shall be developed in conjunction with the successful tenderer(s) dependant on the nature and progress of the services.

The parties shall attend and fully participate in the undernoted meetings.

These shall take place at the Client’s premises at Foss House, York, unless otherwise agreed in which case they could be held by phone or via video-conference.

Meeting	Activities	Inputs	Outputs	Attendees
<p>SERVICE REVIEW</p> <p>Frequency: Monthly</p>	<ul style="list-style-type: none"> • Review of performance. • Ensure escalated issues and risks are actioned. • Contract Coverage - Ensure all work has been agreed prior to start and is covered under the contract and within a Purchase Order. • Financial Management - Review spend against plans; resolving any escalated invoicing or payment issues. Review of overall financial risk. • 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. • Contract Review and Administration -Ensure the contract is kept up to date, review list of amendments and/ or issues that need to be resolved. 	<ul style="list-style-type: none"> • Agenda / minutes of last meeting • Minutes of Contract Review (where appropriate) • Supplier’s MI • Active PO list / aged debt position • Demand Forecast 	<ul style="list-style-type: none"> • Minutes / actions of meeting • Key messages for Client teams • Key messages for Supplier teams • Rolling forecast of demand 	<p>Client Representative (Chair)</p> <p>Supplier Representative</p> <p>Optional Invitees: Service Delivery Lead</p> <p>Procurement Business Partner</p> <p>Or their nominated deputies</p>
<p>CONTRACT REVIEW</p> <p>Frequency: Every three months</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 Client strategy and apply consistency • think strategically. <p><u>Relationship Direction</u></p> <ul style="list-style-type: none"> • Improvements to the service 	<ul style="list-style-type: none"> • Agenda / minutes of last meeting • Minutes of Client business units review meetings • Escalations • Suggested Contract improvements 	<ul style="list-style-type: none"> • Minutes/ actions of meeting • Key messages for Client units 	<p>Primary Budget holder (Chair)</p> <p>Client Representative</p> <p>Procurement Business Partner</p> <p>Supplier Representative</p> <p>Or their nominated deputy</p>

To be agreed with the FSA representative.

SCHEDULE 4

PRICING

This Schedule 4 specifies the Ordered Services to be provided to the Client by the Supplier in the services required for FSA592 Schools Based Workshop.

This Schedule will be completed by reference to the successful Tenderer's Pricing schedule submitted 19th September 2018.

Pricing Schedule
FSA592 - Schools Based Workshop Wales
All prices must be exclusive of VAT

Please detail what your charges will be for delivering the requirements as described in Schedule 2 the Specification
Your charges must include all expenses connected to each event

Set Up Costs	
Design/Modification of portable backdrop for the interactive drama. N.B. COSTINGS PROVIDED ARE FOR TWO TOURING PRODUCTIONS - to facilitate our proposal of simultaneous north and south Wales tours	
[REDACTED]	
[REDACTED]	
[REDACTED]	
[REDACTED]	
[REDACTED]	
[REDACTED]	
IT (please specify)	
[REDACTED]	
[REDACTED]	
[REDACTED]	
[REDACTED]	
storage	
[REDACTED]	
[REDACTED]	
insurance	
[REDACTED]	
[REDACTED]	
other (please specify)	
[REDACTED]	
[REDACTED]	
Script production, English and Welsh versions - [REDACTED]	

[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

Delivery Costs	
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
below	
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
Other (please specify)	[REDACTED]
[REDACTED]	[REDACTED]

1. INTRODUCTION

- 1.1 This Schedule 4 sets out the Basis of Charging that shall apply to this Contract and any attendant Purchase Orders.
- 1.1. Other than as provided in this schedule, or agreed in writing in a relevant Purchase Order no additional Charges shall be payable by the Client to the Supplier for any additional costs associated with the execution of the Services or the Deliverables, including, without limitation, administrative and overhead costs.

2. BASIC PRINCIPLES

- 2.1 In general, all prices charged by the Supplier to the Client for all services (Support and Development) throughout the duration of this agreement shall be calculated from the Charges Schedule:
- 2.2 In addition the Client will reimburse travel and subsistence expenses which are reasonable and agreed in advance as set out in the table below, **where Tenderers have indicated such expenses will be applicable within their Qualifications to Schedule 7, Charges:**

Expenses	Reimbursement
Rail travel	Standard class

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Mileage	£0.45 per mile for the first 10,000 miles in a financial year £0.25 per mile for any mileage in excess of 10,000 miles in a financial year
Overnight hotel accommodation	Up to £85 per night outside London Up to £130 per night in London
Subsistence	Up to a maximum of £21 for a 24 hour period

SCHEDULE 5

INVOICING PROCEDURE & NO PO/NO PAY

1. INVOICES SHALL SPECIFY:

- Trading Name of Supplier
- Supplier Address
- Supplier Tel Number/ E mail
- Unique Purchase Order Number – To be advised
- Invoice Number
- Detailed description of the Services provided
- Detailed description of any expenses and the amounts of such
- Location, date or time period of delivery of the Services and/or Deliverables
- Supplier's VAT number
- Amount due exclusive of VAT, other duty or early settlement discount, with the calculation for the charges clearly shown in terms of days and confirmed daily rate
- VAT rate
- Amount due inclusive of VAT and any other duty or early settlement discount
- Details of the Supplier's BACS details or other method of payment
- Date of the invoice.

2. INVOICE SUBMITTAL

Invoicing the FSA:

Please submit invoices to Accounts-Payable.fsa@sscl.gse.gov.uk for work with FSA.

Please include the referring FSA purchase order number in the email title and within the invoice to allow Invoice/Purchase Order matching.

Note that invoices that do not include reference to FSA Purchase Order number will be returned unpaid with a request for valid purchase order through email.

3. INVOICE PAYMENT

3.1 The Client shall pay all valid invoices submitted in accordance with the provisions of this Schedule 3 in accordance with the provisions of [Clause 7](#).

3.2 In the event of a disputed invoice, the Client shall make payment in respect of any undisputed amount in accordance with the provisions of [Clause 7](#) and return the invoice to the Supplier within ten (10) Working Days of receipt with a covering statement proposing amendments to the invoice and/or the reason for any non-payment. The Supplier shall respond within ten (10) Working Days of receipt of the returned invoice stating whether or not the Supplier accepts the Client proposed amendments. If it does then the Supplier shall supply with the response a replacement valid invoice. If it does not then the matter shall be dealt with in accordance with the provisions of [Clause 18](#).

3.3 NO PURCHASE ORDER, NO PAY.

The Food Standards Agency is currently moving purchasing activity to an electronic purchasing solution. This brings supplier organizations a number of benefits, including limiting purchasing to preferred suppliers and faster payment processing.

To implement the solution, the undernoted changes will be implemented with effect from the contract commencement date.

To prevent unauthorised individuals requesting goods and services only FSA branded Purchase Orders from these email addresses should be accepted as FSA commitment: SSDprocurementagencies@defra.gsi.gov.uk; OR Procurement@foodstandards.gov.uk. The FSA will not pay invoices that do not originate from Purchase Orders from these email addresses.

Any other requests for goods or services from the FSA should be referred to the Procurement Business Partner.

4. CORRESPONDENCE

Correspondence to the Client relating to this Contract (but not the invoice) shall be appropriately referenced and sent to the following address:

Enter FSA Nominated Contact details

Name	██████████
Address 1	Food Standards Agency
Address 2	Southgate House
Address 3	Wood Street, Cardiff
Post code	CF10 1EW

Correspondence to the Supplier relating to this Contract shall be appropriately referenced and sent to the following address:

Enter contact details

Name	██████████
Address 1	Bollo
Address 2	129 Blackpool Old Road

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Address 3	Poulton-Le-Fylde
Post code	FY6 7RN

SCHEDULE 6

DISPUTE RESOLUTION PROCEDURE

1. INTRODUCTION

- 1.1. In the event that a dispute cannot be resolved by the Client and Supplier representatives nominated under [Clause 18.2](#) within a maximum of ten (10) Working Days after referral, the dispute shall be further referred to mediation in accordance with the provisions of [Clause 18.4](#).
- 1.2. Subject always to the provisions of [Clause 21](#), nothing in this dispute resolution procedure shall prevent the Client or the Supplier from seeking from any court of the competent jurisdiction an interim order restraining the other party from doing any act or compelling the other to do any act.

2. MEDIATION

- 2.1. The procedure for mediation pursuant to [Clause 18](#) and consequential provisions relating to mediation shall be as follows:
 - 2.1.1. a neutral adviser or mediator ('the Mediator') shall be chosen by agreement between the Client and the Supplier or, if they are unable to agree upon the identity of the Mediator within ten (10) Working Days after a request by one party to the other (provided that there remains agreement for mediation), or if the Mediator agreed upon is unable or unwilling to act, either party shall within ten (10) Working Days from the date of the proposal to appoint a Mediator or within ten (10) Working Days of notice to either party that he is unable or unwilling to act, apply to the Centre for Effective Dispute Resolution ('CEDR') to appoint a Mediator;
 - 2.1.2. the Client and the Supplier shall within ten (10) Working Days of the appointment of the Mediator meet with him in order to agree a programme for the exchange of all relevant information and the structure to be adopted for negotiations to be held. The parties may at any stage seek assistance from the CEDR to provide guidance on a suitable procedure.
- 2.2. Unless otherwise agreed by the Client and the Supplier, 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.
- 2.3. In the event that the Client and the Supplier reach agreement on the resolution of the dispute, the agreement shall be reduced to writing and shall be binding on both parties once it is signed by the Client's Head of Procurement and the Supplier.
- 2.4. Failing agreement, either the Client or Supplier may invite the Mediator to provide a non-binding but informative opinion in writing.

- 2.5. The Client and the Supplier shall each bear their own costs in relation to any reference made to the Mediator and the fees and all other costs of the Mediator shall be borne jointly in equal proportions by both parties unless otherwise directed by the Mediator.
- 2.6. Work and activity to be carried out under this Contract shall not cease or be delayed during the mediation process.
- 2.7. In the event that the Client and the Supplier fail to reach agreement in the structured negotiations within forty (40) Working Days of the Mediator being appointed, or such longer period as may be agreed, then any dispute or difference between them may be referred to the Courts in accordance with the provisions of [Clause 41](#).

SCHEDULE 7

CONFIDENTIALITY UNDERTAKING

1. INTRODUCTION

1.1. This Schedule 7 contains the model confidentiality undertaking to be signed by Supplier in the event of Contract Award.

CONFIDENTIALITY UNDERTAKING

I ***THE SUCCESSFUL TENDERER*** HAVE BEEN INFORMED THAT I MAY BE ASSIGNED TO WORK AS A SUPPLIER IN PROVIDING SERVICES TO THE FOOD STANDARDS AGENCY.

I UNDERSTAND THAT INFORMATION IN THE POSSESSION OF THE CLIENT MUST BE TREATED AS CONFIDENTIAL.

I HEREBY GIVE A FORMAL UNDERTAKING TO THE CLIENT, THAT:

1. I WILL NOT COMMUNICATE ANY OF THAT INFORMATION, OR ANY OTHER KNOWLEDGE I ACQUIRE IN THE COURSE OF MY WORK FOR THE CLIENT TO ANYONE WHO IS NOT AUTHORISED TO RECEIVE IT IN CONNECTION WITH THAT WORK.

2. I WILL NOT MAKE USE OF ANY OF THAT INFORMATION OR KNOWLEDGE FOR ANY PURPOSE OUTSIDE THAT WORK.

I ACKNOWLEDGE THAT THIS APPLIES TO ALL INFORMATION WHICH IS NOT ALREADY A MATTER OF PUBLIC KNOWLEDGE AND THAT IT APPLIES TO BOTH WRITTEN AND ORAL INFORMATION.

I ALSO ACKNOWLEDGE THAT THIS UNDERTAKING WILL CONTINUE TO APPLY AT ALL TIMES IN THE FUTURE, EVEN WHEN THE WORK HAS FINISHED AND WHEN I HAVE LEFT MY EMPLOYMENT.

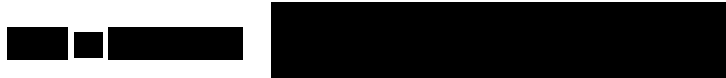
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I HAVE ALSO BEEN INFORMED THAT I WILL BE BOUND BY THE PROVISIONS OF THE OFFICIAL SECRETS ACTS OF 1911 AND 1989. I AM AWARE THAT UNDER THOSE PROVISIONS IT IS A CRIMINAL OFFENCE FOR ANY PERSON EMPLOYED BY A GOVERNMENT SUPPLIER TO DISCLOSE ANY DOCUMENT OR INFORMATION WHICH IS LIKELY TO RESULT IN AN OFFENCE BEING COMMITTED, OR WHICH MIGHT PROVIDE ASSISTANCE IN AN ESCAPE FROM LEGAL CUSTODY OR ANY OTHER ACT AFFECTING THE DETENTION OF PEOPLE IN LEGAL CUSTODY. I AM AWARE THAT SERIOUS CONSEQUENCES MAY FOLLOW FROM ANY BREACH OF THAT ACT.

SIGNED:



NAME:



Schedule 8 – Staff Transfer – “TUPE”

Not applicable

Schedule 9 – Commercially Sensitive Information

None identified

Schedule 10 – Variation Notice – Request for Variation

1 General principles of the Variation Procedure

- 1.1 This Schedule sets out the procedure for instruction and evaluation of Variations to the Framework.
- 1.2 Under this Variation procedure:
- 1.2.1 Either party may seek to vary the Service(s) at any time during the Term of the Framework. Each party will do its utmost to give the other reasonable notice of any major changes, preferably a minimum of 3 months notice, and to respond within the timeframe stated in Clause 24.
 - 1.2.2 Variation requests are to be submitted using the format at Appendix A.
 - 1.2.3 Where a Variation is proposed, the Supplier will provide an estimate of the financial/resource implications to the Client, with an estimated timetable for implementation, for the Client's approval.
 - 1.2.4 The evaluation of any Variation is the responsibility of the relevant Director and Head of Procurement, in consultation with the Supplier, in the context of the Review Meetings described in Governance contained in the Framework. The date of implementation of any consequent amendment to the services, and/or payment to the Supplier, will be confirmed in writing by the Client within seven days of the evaluation using the Variation Form at Appendix B.
 - 1.2.5 The Client shall have the right to request amendments to a Variation Request (prior to approval); approve it or reject it. The Supplier shall be under no obligation to make such amendments to the Variation Request; however the Supplier shall not unreasonably refuse such a request. In the event that the Client chooses to reject a Variation Request made by the Supplier the Client shall accept responsibility for the outcome.
- 1.3 Any discussions, negotiations or other communications which may take place between the Client and the Supplier in connection with any proposed variation shall be without prejudice to each party's other rights under this Framework.

2 Costs

- 2.1 Each party shall bear its own costs in relation to the preparation and agreement of each Variation.

3 Change Authorisation

- 3.1 Any Variation and/or amendment to payment arising from a Variation will be executed by the Client's Head of Procurement and confirmed in writing to the Supplier.
- 3.2 The variation shall not be deemed effective until the Variation form at Appendix B has been signed by both parties.

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Schedule 11 – Exit Management

NONE IDENTIFIED

Schedule 12 Processing, Personal Data and Data Subjects

This Schedule shall be completed by the Controller, who may take account of the view of the Processors, however the final decision as to the content of this Schedule shall be with the Controller at its absolute discretion.

1. The contact details of the Controller’s Data Protection Officer are: [REDACTED]
2. The contact details of the Processor’s Data Protection Officer are: [REDACTED]
3. The Processor shall comply with any further written instructions with respect to processing by the Controller.
4. Any such further instructions shall be incorporated into this Schedule.

Description	Details
Identity of the Controller and Processor	The Parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Controller and the Contractor is the Processor in accordance with Clause 14.3.
Subject matter of the processing	The processing is needed in order to ensure that the Processor can effectively deliver the workshops into schools as detailed in the contract.
Duration of the processing	For the life of the contract
Nature and purposes of the processing	The data will be required to allow arrangement and delivery of the training. This will include collection, recording and storage for follow up visits.
Type of Personal Data being Processed	Name, school email address, school address and school telephone number would be required to arrange and deliver training.
Categories of Data Subject	The data subjects would be school staff
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	Data will be retained for duration of the contract only then returned to FSA or deleted.



APPENDIX A VARIATION REQUEST FORM

Variation Request No:
Date:
Project Title :
Project Ref No:
Raised By:
Action Proposed:
Full Description of Variation Request:
Area(s) impacted (<i>Optional</i>)
Signed By:
Full Name:
Date:
Supplier Contact Details
Supplier Name :
Contact Name :
Contact Address :
:
:
:
Telephone No :
Email Address :



APPENDIX B VARIATION FORM

PROJECT TITLE:

DATE:

VARIATION No:

BETWEEN:

The Food Standards Agency (hereinafter called "the Client") & **SUPPLIER** (hereinafter called "the Supplier")

1. The Contract is varied as follows:

Contract

x

- 2. Words and expressions in this Variation shall have the meanings given to them in the Framework.
- 3. The Contract, including any previous Variations, shall remain effective and unaltered except as amended by this Variation.

SIGNED:

For: The Client

For: The Supplier

By:

By:

Full Name:

Full Name:

Position:

Title:

Date:

Date:



APPENDIX C TABLE OF POLICIES

Table of Policies

Policy	Description	Includes:
Acceptable Use of Computers and Networks	<p>The Food Standards Agency provides networks and equipment to its staff to be used as a source of business information which supports the work of the Agency. Inappropriate use of the Agency's networks exposes the Food Standards Agency to risks including virus attacks, compromise of network systems and services, and legal issues.</p> <p>The Acceptable Use Policy sets out the ways in which the network and systems may be used, safeguarding the FSA and its employees against potential legal action and protecting the security of the Agency's IT infrastructure. It is vital in informing the agency's employees of the behaviour expected of them as users of our Information Technology systems.</p>	<ul style="list-style-type: none"> - Use of Internet and Intranet - Working Remotely - Personal Web Logs and Websites
Data Protection	<p>The Data Protection Act defines UK law on the processing of data about living people. In order to process personal data and sensitive personal data the Food Standards Agency must comply with the Principles of the Act. Failure to comply could result in the Agency or the individual involved having criminal or civil proceedings brought against them.</p> <p>The Food Standards Agency is committed to protecting personal data and as such the Data Protection Policy was created to safeguard the Agency and its employees by informing staff of their responsibilities and rights when handling personal data.</p>	<ul style="list-style-type: none"> - Processing Personal Data - Sensitive Personal Data - Failure to Comply - Data Subject
Information and Records Management Policy	<p>Food Standards Agency information and records are valuable assets that play a vital role in documenting the policy making and inspection activities of the Agency. Best practice in records management is vital in supporting the Agency to deliver its strategic plan, document business intelligence, demonstrate accountability and protect its interests.</p> <p>The Information and Records Management Policy informs users of their responsibilities when handling information and records and allows the Agency to maintain a framework of standards to maintain compliance with the Public Records Act 1958, Freedom of Information Act and ISO 27001.</p>	<ul style="list-style-type: none"> - Organisational Records Management Requirements - Records Standards - Registration Records Management process and System Requirements - Technical specification of records - Access to records - Security of records - Preservation of records
Electronic Communications	<p>The Food Standards Agency provides and encourages the use of its Electronic Communication Systems to its</p>	<ul style="list-style-type: none"> - Electronic Mail (Email) - Personal Use

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	<p>employees for the purposes of business communication. This policy has been developed to ensure the Electronic Communications Systems are safeguarded for the efficient exchange of business information within the Food Standards Agency and to ensure that all employees are made aware of their responsibilities and adhere to the relevant legislations.</p>	<ul style="list-style-type: none"> - Use of Instant Messaging
<p>Users ICT Security Policy (for all staff)</p>	<p>Security is required to counter threats from external penetration, internal users and environmental events beyond FSA control. Appropriate measures must be in place to control access, preserve the confidentiality, integrity and availability of data and protect each ICT system. In addition the Agency must ensure security standards are maintained to satisfy the requirements of legislation, the HMG Security Policy Framework and industry standards such as ISO27001. This policy defines the FSA security principles and measures to ensure employees understand their responsibilities, managers can identify what is expected of staff and auditors can ascertain that the correct measures are being applied.</p>	<ul style="list-style-type: none"> - Passwords -Mobile Computing and Remote Access -Virtual Private Networks - Secure Data Storage -Data Backup and Recovery -Workstation Security - Encryption -Software Movements - Security of Equipment Off-Premises -Removal of Property -Secure Equipment Storage and Access
<p>ICT Security Policy (for IT staff ONLY)</p>	<p>This policy is for ISTED staff only</p> <p>The purpose of the policy is as above but with greater detail and extended content in recognition of the increased system access ISTED staff require, and to ensure standards in the development/support/maintenance of our systems are met. It was recognised that detailing the principles that apply to both users and ISTED staff within one length security policy confused the key issues and areas of responsibility and alienated the user audience.</p>	<ul style="list-style-type: none"> -Mobile Computing and Remote Access -Passwords -Network Security -Perimeter Management -Secure Data Storage -Data Backup and Recovery -Encryption -Agency Software -Software Rollout -Software & Hardware Disposal -Software Movements -Software Audit -Patch Management -Equipment Security -Supporting Utilities -Cabling Security -Equipment Maintenance -Security of Equipment Off-Premises -Removal of Property -Secure Equipment Storage and Access -ICT Systems Security -Control of Development Environments -Change Control -Design and Acceptance of Development -Contingency Planning -Technical Compliance Checking -Technical Review of Operating System Changes
<p>Mobile Voice and Data Policy</p>	<p>The FSA did not have policy for the supply of mobile voice and data tools for Agency staff e.g. Laptops and Blackberries. A policy was needed to allow potential suppliers to give an accurate quote for services, driving better value for money for the FSA. The policy was developed to maximise the efficiency of the mobile voice and data contracts by ensuring that the right people have the right equipment to fulfil their roles. The policy sets out criteria by which these tools are issued together with the a principle that each user will be issued with only one mobile data contract.</p>	<ul style="list-style-type: none"> -Definition of FSA Remote working tools -Connectivity options -Computer Equipment -Who is eligible -Roles & responsibilities