

Mr David Fell
Brook Lyndhurst
Cambridge House
Cambridge Grove
London
W6 0LE
Date: 2nd March 2015

Our ref: FS516019

Dear Sirs,

Award of contract for the supply of 'A contract to investigate macro-level factors of inconsistency in regulatory work'

Following your tender/ proposal for the supply of **A contract to investigate macro-level factors of inconsistency in regulatory work** to the **Food Standards Agency**, we are pleased to award this contract to you.

This Award Letter and its Annexes set out the terms of the contract between the **Food Standards Agency** as the Customer and Brook Lyndhurst as the Supplier for the provision of the Services. Unless the context otherwise requires, capitalised expressions used in this Award Letter have the same meanings as in the terms and conditions of contract set out in Annex 1 to this Award Letter (the "**Conditions**"). In the event of any conflict between this Award Letter and the Conditions, this Award Letter shall prevail. Please do not attach any Supplier terms and conditions to this Agreement as they will not be accepted by the Customer and may delay the processes.

For the purposes of the Agreement, the Customer and the Supplier agree as follows:

- 1) The specification and charges for the Services shall be as set out in Annex 2.
- 2) The Term shall commence on 3/2/2015 and the Expiry Date shall be 31/5/2015 ***unless extended or subject to early termination.***
- 3) The address for notices of the Parties are:

Customer

Supplier

Food Standards Agency
Room 112
Foss House
Peasholme Green
York
YO1 7PR

Brook Lyndhurst
Cambridge House
Cambridge Grove
London
W6 0LE

- 4) The Customer may require the Supplier to ensure that any person employed in the provision of the Services has undertaken a Disclosure and Barring Service check. The Supplier shall ensure that no person who discloses that he/she has a conviction that is relevant to the nature of the Services, relevant to the work of the Customer, or is of a type otherwise advised by the Customer (each such conviction a “**Relevant Conviction**”), or is found by the Supplier to have a Relevant Conviction (whether as a result of a police check, a Disclosure and Barring Service check or otherwise) is employed or engaged in the provision of any part of the Services.

Payment

All invoices must be sent, quoting a valid purchase order (PO) number to: SSD.APAgencies@defra.gsi.gov.uk, with a copy to the person named in section 5) above. Within [10] working days of receipt of your countersigned copy of this letter, we will send you a unique PO Number. You must be in receipt of a valid PO Number before submitting an invoice.

To avoid delay in payment it is important that the invoice is compliant and that it includes a valid PO Number, PO Number item number (if applicable) and the details (name and telephone number) of your customer contact. Non-compliant invoices will be sent back to you, which may lead to a delay in payment.

We thank you for your co-operation to date, and look forward to forging a successful working relationship resulting in a smooth and successful delivery of the Services. Please confirm your acceptance of the award of this contract by signing and returning the enclosed copy of this letter to FSA at the above address **within 7** days from the date of this letter. No other form of acknowledgement will be accepted. Please remember to quote the reference number above in any future communications relating to this contract.

Yours faithfully,

Signed for and on behalf of the **Food Standards Agency**

Name: Nick Streets
Head of Procurement

Signature:

Date:

Date:

We accept the terms set out in this letter and its **Annexes**, including the Conditions.

Signed for and on behalf of [*insert name of Supplier*]

Name:
Job Title

Signature:

Date:

Food Standards Agency

Annex 1 - Terms and Conditions of Contract for Services

1 Interpretation

1.1 In these terms and conditions:

“Agreement” means the contract between (i) the Customer acting as part of the Crown and (ii) the Supplier constituted by the Supplier’s countersignature of the Award Letter;

“Award Letter” means the letter from the Customer to the Supplier printed above these terms and conditions;

“Central Government Body” means a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics:

- (a) Government Department;
- (b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);
- (c) Non-Ministerial Department; or
- (d) Executive Agency;

“Charges” means the charges for the Services as specified in the Award Letter;

“Confidential Information” means all information, whether written or oral (however recorded), provided by the disclosing Party to the receiving Party and which (i) is known by the receiving Party to be confidential; (ii) is marked as or stated to be confidential; or (iii) ought reasonably to be considered by the receiving Party to be confidential;

“Customer” means the person named as Customer in the Award Letter;

“DPA” means the Data Protection Act 1998;

“Expiry Date” means the date for expiry of the Agreement as set out in the Award Letter;

“FOIA” means the Freedom of Information Act 2000;

“Information” has the meaning given under section 84 of the FOIA;

“Key Personnel” means any persons specified as such in the Award Letter or otherwise notified as such by the Customer to the Supplier in writing;

“Party” means the Supplier or the Customer (as appropriate) and “Parties” shall mean both of them;

“Personal Data” means personal data (as defined in the DPA) which is processed by the Supplier or any Staff on behalf of the Customer pursuant to or in connection with this Agreement;

“Purchase Order Number” means the Customer’s unique number relating to the supply of the Services;

“Request for Information” has the meaning set out in the FOIA or the Environmental Information Regulations 2004 as relevant (where the meaning set out for the term “request” shall apply);

“Services” means the services to be supplied by the Supplier to the Customer under the Agreement;

“Specification” means the specification for the Services (including as to quantity, description and quality) as specified in the Award Letter;

“Staff” means all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any sub-contractor of the Supplier engaged in the performance of the Supplier’s obligations under the Agreement;

“Staff Vetting Procedures” means vetting procedures that accord with good industry practice or, where requested by the Customer, the Customer’s procedures for the vetting of personnel as provided to the Supplier from time to time;

“Supplier” means the person named as Supplier in the Award Letter;

“Term” means the period from the start date of the Agreement set out in the Award Letter to the Expiry Date as such period may be extended in accordance with clause 4.2 or terminated in accordance with the terms and conditions of the Agreement;

“VAT” means value added tax in accordance with the provisions of the Value Added Tax Act 1994; and

“Working Day” means a day (other than a Saturday or Sunday) on which banks are open for business in the City of London.

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

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

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

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

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

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

2 Basis of Agreement

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

2.2 The offer comprised in the Award Letter shall be deemed to be accepted by the Supplier on receipt by the Customer of a copy of the Award Letter countersigned by the Supplier within [7] days of the date of the Award Letter.

3 Supply of Services

3.1 In consideration of the Customer’s agreement to pay the Charges, the Supplier shall supply the Services to the Customer for the Term subject to and in accordance with the terms and conditions of the Agreement.

3.2 In supplying the Services, the Supplier shall:

3.2.1 co-operate with the Customer in all matters relating to the Services and comply with all the Customer’s instructions;

3.2.2 perform the Services with all reasonable care, skill and diligence in accordance with good industry practice in the Supplier’s industry, profession or trade;

3.2.3 use Staff who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with the Agreement;

3.2.4 ensure that the Services shall conform with all descriptions and specifications set out in the Specification;

3.2.5 comply with all applicable laws; and

3.2.6 provide all equipment, tools and vehicles and other items as are required to provide the Services.

3.3 The Customer may by written notice to the Supplier at any time request a variation to the scope of the Services. In the event that the Supplier agrees to any variation to the scope of the Services, the Charges shall be subject to fair and reasonable adjustment to be agreed in writing between the Customer and the Supplier.

4 Term

4.1 The Agreement shall take effect on the date specified in Award Letter and shall expire on the Expiry Date, unless it is otherwise extended in accordance with clause 4.2 or terminated in accordance with the terms and conditions of the Agreement.

4.2 The Customer may extend the Agreement for a period of up to 6 months by giving not less than 10 Working Days' notice in writing to the Supplier prior to the Expiry Date. The terms and conditions of the Agreement shall apply throughout any such extended period.

5 Charges, Payment and Recovery of Sums Due

5.1 The Charges for the Services shall be as set out in the Award Letter and shall be the full and exclusive remuneration of the Supplier in respect of the supply of the Services. Unless otherwise agreed in writing by the Customer, the Charges shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the performance of the Services.

5.2 The Supplier shall invoice the Customer as specified in the Agreement. Each invoice shall include such supporting information required by the Customer to verify the accuracy of the invoice, including the relevant Purchase Order Number and a breakdown of the Services supplied in the invoice period.

5.3 In consideration of the supply of the Services by the Supplier, the Customer shall pay the Supplier the invoiced amounts no later than 30 days after receipt of a valid invoice which includes a valid Purchase Order Number. The Customer may,

without prejudice to any other rights and remedies under the Agreement, withhold or reduce payments in the event of unsatisfactory performance.

5.4 All amounts stated are exclusive of VAT which shall be charged at the prevailing rate. The Customer shall, following the receipt of a valid VAT invoice, pay to the Supplier a sum equal to the VAT chargeable in respect of the Services.

5.5 If there is a dispute between the Parties as to the amount invoiced, the Customer shall pay the undisputed amount. The Supplier shall not suspend the supply of the Services unless the Supplier is entitled to terminate the Agreement for a failure to pay undisputed sums in accordance with clause 16.4. Any disputed amounts shall be resolved through the dispute resolution procedure detailed in clause 19.

5.6 If a payment of an undisputed amount is not made by the Customer by the due date, then the Customer shall pay the Supplier interest at the interest rate specified in the Late Payment of Commercial Debts (Interest) Act 1998.

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

6 Premises and equipment

6.1 If necessary, the Customer shall provide the Supplier with reasonable access at reasonable times to its premises for the purpose of supplying the Services. All equipment, tools and vehicles brought onto the Customer's premises by the Supplier or the Staff shall be at the Supplier's risk.

6.2 If the Supplier supplies all or any of the Services at or from the Customer's premises, on completion of the Services or termination or expiry of the Agreement (whichever is the earlier) the Supplier shall vacate the Customer's premises, remove the Supplier's plant, equipment and unused materials and all rubbish arising out of the provision of the Services and leave the Customer's premises in a clean, safe and tidy condition. The Supplier shall be solely responsible for making good any damage to the Customer's premises or any objects contained on the Customer's premises which is caused by the Supplier or any Staff, other than fair wear and tear.

6.3 If the Supplier supplies all or any of the Services at or from its premises or the premises of a third party, the Customer may, during normal business hours and on

reasonable notice, inspect and examine the manner in which the relevant Services are supplied at or from the relevant premises.

6.4 The Customer shall be responsible for maintaining the security of its premises in accordance with its standard security requirements. While on the Customer's premises the Supplier shall, and shall procure that all Staff shall, comply with all the Customer's security requirements.

6.5 Where all or any of the Services are supplied from the Supplier's premises, the Supplier shall, at its own cost, comply with all security requirements specified by the Customer in writing.

6.6 Without prejudice to clause 3.2.6, any equipment provided by the Customer for the purposes of the Agreement shall remain the property of the Customer and shall be used by the Supplier and the Staff only for the purpose of carrying out the Agreement. Such equipment shall be returned promptly to the Customer on expiry or termination of the Agreement.

6.7 The Supplier shall reimburse the Customer for any loss or damage to the equipment (other than deterioration resulting from normal and proper use) caused by the Supplier or any Staff. Equipment supplied by the Customer shall be deemed to be in a good condition when received by the Supplier or relevant Staff unless the Customer is notified otherwise in writing within 5 Working Days.

7 Staff and Key Personnel

7.1 If the Customer reasonably believes that any of the Staff are unsuitable to undertake work in respect of the Agreement, it may, by giving written notice to the Supplier:

7.1.1 refuse admission to the relevant person(s) to the Customer's premises;

7.1.2 direct the Supplier to end the involvement in the provision of the Services of the relevant person(s); and/or

7.1.3 require that the Supplier replace any person removed under this clause with another suitably qualified person and procure that any security pass issued by the Customer to the person removed is surrendered,

and the Supplier shall comply with any such notice.

7.2 The Supplier shall:

7.2.1 ensure that all Staff are vetted in accordance with the Staff Vetting Procedures;

7.2.2 if requested, provide the Customer with a list of the names and addresses (and any other relevant information) of all persons who may require admission to the Customer's premises in connection with the Agreement; and

7.2.3 procure that all Staff comply with any rules, regulations and requirements reasonably specified by the Customer.

7.3 Any Key Personnel shall not be released from supplying the Services without the agreement of the Customer, except by reason of long-term sickness, maternity leave, paternity leave, termination of employment or other extenuating circumstances.

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

8 Assignment and sub-contracting

8.1 The Supplier shall not without the written consent of the Customer assign, sub-contract, novate or in any way dispose of the benefit and/ or the burden of the Agreement or any part of the Agreement. The Customer may, in the granting of such consent, provide for additional terms and conditions relating to such assignment, sub-contract, novation or disposal. The Supplier shall be responsible for the acts and omissions of its sub-contractors as though those acts and omissions were its own.

8.2 Where the Supplier enters into a sub-contract for the purpose of performing its obligations under the Agreement, it shall ensure that a provision is included in such sub-contract which requires payment to be made of all sums due by the Supplier to the sub-contractor within a specified period not exceeding 30 days from the receipt of a valid invoice.

8.3 Where the Customer has consented to the placing of sub-contracts, the Supplier shall, at the request of the Customer, send copies of each sub-contract, to the Customer as soon as is reasonably practicable.

8.4 The Customer may assign, novate, or otherwise dispose of its rights and obligations under the Agreement without the consent of the Supplier provided that such assignment, novation or disposal shall not increase the burden of the Supplier's obligations under the Agreement.

9 Intellectual Property Rights

9.1 All intellectual property rights in any materials provided by the Customer to the Supplier for the purposes of this Agreement shall remain the property of the Customer but the Customer hereby grants the Supplier a royalty-free, non-exclusive and non-transferable licence to use such materials as required until termination or expiry of the Agreement for the sole purpose of enabling the Supplier to perform its obligations under the Agreement.

9.2 All intellectual property rights in any materials created or developed by the Supplier pursuant to the Agreement or arising as a result of the provision of the Services shall vest in the Supplier. If, and to the extent, that any intellectual property rights in such materials vest in the Customer by operation of law, the Customer hereby assigns to the Supplier by way of a present assignment of future rights that shall take place immediately on the coming into existence of any such intellectual property rights all its intellectual property rights in such materials (with full title guarantee and free from all third party rights).

9.3 The Supplier hereby grants the Customer:

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

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

(a) any intellectual property rights vested in or licensed to the Supplier on the date of the Agreement; and

(b) any intellectual property rights created during the Term but which are neither created or developed pursuant to the Agreement nor arise as a result of the provision of the Services,

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

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

10 Governance and Records

10.1 The Supplier shall:

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

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

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

11 Confidentiality, Transparency and Publicity

11.1 Subject to clause 11.2, each Party shall:

11.1.1 treat all Confidential Information it receives as confidential, safeguard it accordingly and not disclose it to any other person without the prior written permission of the disclosing Party; and

11.1.2 not use or exploit the disclosing Party's Confidential Information in any way except for the purposes anticipated under the Agreement.

11.2 Notwithstanding clause 11.1, a Party may disclose Confidential Information which it receives from the other Party:

11.2.1 where disclosure is required by applicable law or by a court of competent jurisdiction;

11.2.2 to its auditors or for the purposes of regulatory requirements;

11.2.3 on a confidential basis, to its professional advisers;

11.2.4 to the Serious Fraud Office where the Party has reasonable grounds to believe that the other Party is involved in activity that may constitute a criminal offence under the Bribery Act 2010;

11.2.5 where the receiving Party is the Supplier, to the Staff on a need to know basis to enable performance of the Supplier's obligations under the Agreement provided that the Supplier shall procure that any Staff to whom it discloses Confidential Information pursuant to this clause 11.2.5 shall observe the Supplier's confidentiality obligations under the Agreement; and

11.2.6 where the receiving Party is the Customer:

- (a) on a confidential basis to the employees, agents, consultants and contractors of the Customer;
- (b) on a confidential basis to any other Central Government Body, any successor body to a Central Government Body or any company to which the Customer transfers or proposes to transfer all or any part of its business;
- (c) to the extent that the Customer (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions; or
- (d) in accordance with clause 12.

and for the purposes of the foregoing, references to disclosure on a confidential basis shall mean disclosure subject to a confidentiality agreement or arrangement containing terms no less stringent than those placed on the Customer under this clause 11.

11.3 The Parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of the Agreement is not Confidential Information and the Supplier hereby gives its consent for the Customer to publish this Agreement in its entirety to the general public (but with any information that is exempt from disclosure in accordance with the FOIA redacted) including any changes to the Agreement agreed from time to time. The Customer may consult with the Supplier to inform its decision regarding any redactions but shall have the final decision in its absolute discretion whether any of the content of the Agreement is exempt from disclosure in accordance with the provisions of the FOIA.

11.4 The Supplier shall not, and shall take reasonable steps to ensure that the Staff shall not, make any press announcement or publicise the Agreement or any part of the Agreement in any way, except with the prior written consent of the Customer.

12 Freedom of Information

12.1 The Supplier acknowledges that the Customer is subject to the requirements of the FOIA and the Environmental Information Regulations 2004 and shall:

12.1.1 provide all necessary assistance and cooperation as reasonably requested by the Customer to enable the Customer to comply with its obligations under the FOIA and the Environmental Information Regulations 2004;

12.1.2 transfer to the Customer all Requests for Information relating to this Agreement that it receives as soon as practicable and in any event within 2 Working Days of receipt;

12.1.3 provide the Customer with a copy of all Information belonging to the Customer requested in the Request for Information which is in its possession or control in the form that the Customer requires within 5 Working Days (or such other period as the Customer may reasonably specify) of the Customer's request for such Information; and

12.1.4 not respond directly to a Request for Information unless authorised in writing to do so by the Customer.

12.2 The Supplier acknowledges that the Customer may be required under the FOIA and the Environmental Information Regulations 2004 to disclose Information concerning the Supplier or the Services (including commercially sensitive information) without consulting or obtaining consent from the Supplier. In these circumstances the Customer shall, in accordance with any relevant guidance issued under the FOIA, take reasonable steps, where appropriate, to give the Supplier advance notice, or failing that, to draw the disclosure to the Supplier's attention after any such disclosure.

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

13 Protection of Personal Data and Security of Data

13.1 The Supplier shall, and shall procure that all Staff shall, comply with any notification requirements under the DPA and both Parties shall duly observe all their obligations under the DPA which arise in connection with the Agreement.

13.2 Notwithstanding the general obligation in clause 13.1, where the Supplier is processing Personal Data for the Customer as a data processor (as defined by the DPA) the Supplier shall:

13.2.1 ensure that it has in place appropriate technical and organisational measures to ensure the security of the Personal Data (and to guard against unauthorised or unlawful processing of the Personal Data and against accidental loss or destruction of, or damage to, the Personal Data), as required under the Seventh Data Protection Principle in Schedule 1 to the DPA;

13.2.2 provide the Customer with such information as the Customer may reasonably request to satisfy itself that the Supplier is complying with its obligations under the DPA;

13.2.3 promptly notify the Customer of:

- (a) any breach of the security requirements of the Customer as referred to in clause 13.3; and
- (b) any request for personal data; and

13.2.4 ensure that it does not knowingly or negligently do or omit to do anything which places the Customer in breach of the Customer's obligations under the DPA.

13.3 When handling Customer data (whether or not Personal Data), the Supplier shall ensure the security of the data is maintained in line with the security requirements of the Customer as notified to the Supplier from time to time.

14 Liability

14.1 The Supplier shall not be responsible for any injury, loss, damage, cost or expense suffered by the Customer if and to the extent that it is caused by the negligence or wilful misconduct of the Customer or by breach by the Customer of its obligations under the Agreement.

14.2 Subject always to clauses 14.3 and 14.4:

14.2.1 the aggregate liability of the Supplier in respect of all defaults, claims, losses or damages howsoever caused, whether arising from breach of the Agreement, the supply or failure to supply of the Services, misrepresentation (whether tortious or statutory), tort (including negligence), breach of statutory duty or otherwise shall in no event exceed a sum equal to 125% of the Charges paid or payable to the Supplier; and

14.2.2 except in the case of claims arising under clauses 9.4 and 18.3, in no event shall the Supplier be liable to the Customer for any:

- (a) loss of profits;
- (b) loss of business;
- (c) loss of revenue;
- (d) loss of or damage to goodwill;
- (e) loss of savings (whether anticipated or otherwise); and/or
- (f) any indirect, special or consequential loss or damage.

14.3 Nothing in the Agreement shall be construed to limit or exclude either Party's liability for:

14.3.1 death or personal injury caused by its negligence or that of its Staff;

14.3.2 fraud or fraudulent misrepresentation by it or that of its Staff; or

14.3.3 any other matter which, by law, may not be excluded or limited.

14.4 The Supplier's liability under the indemnity in clause 9.4 and 18.3 shall be unlimited.

15 Force Majeure

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

16 Termination

16.1 The Customer may terminate the Agreement at any time by notice in writing to the Supplier to take effect on any date falling at least 1 month (or, if the Agreement is less than 3 months in duration, at least 10 Working Days) later than the date of service of the relevant notice.

16.2 Without prejudice to any other right or remedy it might have, the Customer may terminate the Agreement by written notice to the Supplier with immediate effect if the Supplier:

16.2.1 (without prejudice to clause 16.2.5), is in material breach of any obligation under the Agreement which is not capable of remedy;

16.2.2 repeatedly breaches any of the terms and conditions of the Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms and conditions of the Agreement;

16.2.3 is in material breach of any obligation which is capable of remedy, and that breach is not remedied within 30 days of the Supplier receiving notice specifying the breach and requiring it to be remedied;

16.2.4 undergoes a change of control within the meaning of section 416 of the Income and Corporation Taxes Act 1988;

16.2.5 breaches any of the provisions of clauses 7.2, 11, 12, 13 and 17; or

16.2.6 becomes insolvent, or if an order is made or a resolution is passed for the winding up of the Supplier (other than voluntarily for the purpose of solvent

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

16.3 The Supplier shall notify the Customer as soon as practicable of any change of control as referred to in clause 16.2.4 or any potential such change of control.

16.4 The Supplier may terminate the Agreement by written notice to the Customer if the Customer has not paid any undisputed amounts within 90 days of them falling due.

16.5 Termination or expiry of the Agreement shall be without prejudice to the rights of either Party accrued prior to termination or expiry and shall not affect the continuing rights of the Parties under this clause and clauses 2, 3.2, 6.1, 6.2, 6.6, 6.7, 7, 9, 10.2, 11, 12, 13, 14, 16.6, 17.4, 18.3, 19 and 20.7 or any other provision of the Agreement that either expressly or by implication has effect after termination.

16.6 Upon termination or expiry of the Agreement, the Supplier shall:

16.6.1 give all reasonable assistance to the Customer and any incoming supplier of the Services; and

16.6.2 return all requested documents, information and data to the Customer as soon as reasonably practicable.

17 Compliance

17.1 The Supplier shall promptly notify the Customer of any health and safety hazards which may arise in connection with the performance of its obligations under the Agreement. The Customer shall promptly notify the Supplier of any health and safety hazards which may exist or arise at the Customer's premises and which may affect the Supplier in the performance of its obligations under the Agreement.

17.2 The Supplier shall:

17.2.1 comply with all the Customer's health and safety measures while on the Customer's premises; and

17.2.2 notify the Customer immediately in the event of any incident occurring in the performance of its obligations under the Agreement on the Customer's premises where that incident causes any personal injury or damage to property which could give rise to personal injury.

17.3 The Supplier shall:

17.3.1 perform its obligations under the Agreement in accordance with all applicable equality Law and the Customer's equality and diversity policy as provided to the Supplier from time to time; and

17.3.2 take all reasonable steps to secure the observance of clause 17.3.1 by all Staff.

17.4 The Supplier shall supply the Services in accordance with the Customer's environmental policy as provided to the Supplier from time to time.

17.5 The Supplier shall comply with, and shall ensure that its Staff shall comply with, the provisions of:

17.5.1 the Official Secrets Acts 1911 to 1989; and

17.5.2 section 182 of the Finance Act 1989.

18 Prevention of Fraud and Corruption

18.1 The Supplier shall not offer, give, or agree to give anything, to any person an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of the Agreement or for showing or refraining from showing favour or disfavour to any person in relation to the Agreement.

18.2 The Supplier shall take all reasonable steps, in accordance with good industry practice, to prevent fraud by the Staff and the Supplier (including its shareholders, members and directors) in connection with the Agreement and shall notify the Customer immediately if it has reason to suspect that any fraud has occurred or is occurring or is likely to occur.

18.3 If the Supplier or the Staff engages in conduct prohibited by clause 18.1 or commits fraud in relation to the Agreement or any other contract with the Crown (including the Customer) the Customer may:

18.3.1 terminate the Agreement and recover from the Supplier the amount of any loss suffered by the Customer resulting from the termination, including the cost reasonably incurred by the Customer of making other arrangements for the supply of the Services and any additional expenditure incurred by the Customer throughout the remainder of the Agreement; or

18.3.2 recover in full from the Supplier any other loss sustained by the Customer in consequence of any breach of this clause.

19 Dispute Resolution

19.1 The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the Agreement and such efforts shall involve the escalation of the dispute to an appropriately senior representative of each Party.

19.2 If the dispute cannot be resolved by the Parties within one month of being escalated as referred to in clause 19.1, the dispute may by agreement between the Parties be referred to a neutral adviser or mediator (the "Mediator") chosen by agreement between the Parties. All negotiations connected with the dispute shall be conducted in confidence and without prejudice to the rights of the Parties in any further proceedings.

19.3 If the Parties fail to appoint a Mediator within one month, or fail to enter into a written agreement resolving the dispute within one month of the Mediator being appointed, either Party may exercise any remedy it has under applicable law.

20 General

20.1 Each of the Parties represents and warrants to the other that it has full capacity and authority, and all necessary consents, licences and permissions to enter into and perform its obligations under the Agreement, and that the Agreement is executed by its duly authorised representative.

20.2 A person who is not a party to the Agreement shall have no right to enforce any of its provisions which, expressly or by implication, confer a benefit on him, without the prior written agreement of the Parties.

20.3 The Agreement cannot be varied except in writing signed by a duly authorised representative of both the Parties.

20.4 The Agreement contains the whole agreement between the Parties and supersedes and replaces any prior written or oral agreements, representations or understandings between them. The Parties confirm that they have not entered into the Agreement on the basis of any representation that is not expressly incorporated into the Agreement. Nothing in this clause shall exclude liability for fraud or fraudulent misrepresentation.

20.5 Any waiver or relaxation either partly, or wholly of any of the terms and conditions of the Agreement shall be valid only if it is communicated to the other Party in writing and expressly stated to be a waiver. A waiver of any right or remedy arising from a breach of contract shall not constitute a waiver of any right or remedy arising from any other breach of the Agreement.

20.6 The Agreement shall not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the Parties other than the contractual relationship expressly provided for in the Agreement. Neither Party shall

have, nor represent that it has, any authority to make any commitments on the other Party's behalf.

20.7 Except as otherwise expressly provided by the Agreement, all remedies available to either Party for breach of the Agreement (whether under the Agreement, statute or common law) are cumulative and may be exercised concurrently or separately, and the exercise of one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.

20.8 If any provision of the Agreement is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from the Agreement and rendered ineffective as far as possible without modifying the remaining provisions of the Agreement, and shall not in any way affect any other circumstances of or the validity or enforcement of the Agreement.

21 Notices

21.1 Any notice to be given under the Agreement shall be in writing and may be served by personal delivery, first class recorded or, subject to clause 21.3, e-mail to the address of the relevant Party set out in the Award Letter, or such other address as that Party may from time to time notify to the other Party in accordance with this clause:

21.2 Notices served as above shall be deemed served on the Working Day of delivery provided delivery is before 5.00pm on a Working Day. Otherwise delivery shall be deemed to occur on the next Working Day. An email shall be deemed delivered when sent unless an error message is received.

21.3 Notices under clauses 15 (Force Majeure) and 16 (Termination) may be served by email only if the original notice is then sent to the recipient by personal delivery or recorded delivery in the manner set out in clause 21.1.

22 Governing Law and Jurisdiction

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

Annex 2

Specification Proposal and Charges

THE SPECIFICATION

GENERAL INTRODUCTION

The Food Standards Agency is a non-ministerial government department governed by a Board appointed to act in the public interest, with the task of protecting consumers in relation to food. It is a UK-wide body with offices in London, Aberdeen, Cardiff, Belfast and York.

The Agency is committed to openness and transparency. As well as the final project report being published on our open access repository Foodbase, we encourage contractors to publish their work in peer reviewed scientific publications wherever possible. Also, in line with the Government's Transparency Agenda which aims to encourage more open access to data held by government, the Agency is developing a policy on the release of underpinning data from all of its science- and evidence-gathering projects. Underpinning data should also be published in an open, accessible, and re-usable format, such that the data can be made available to future researchers and the maximum benefit is derived from it. The Agency has established the key principles for release of underpinning data that will be applied to all new science- and evidence-gathering projects which we would expect contractors to comply with. These can be found at <http://www.food.gov.uk/about-us/data-and-policies/underpinning-data>

The research specification below is for a contract to design, conduct and report upon a comparative investigation and analysis of macro-level factors of inconsistency in official controls, with the aim of assessing the scope for more consistent implementation of food legislation in the British context. This work will contribute to the Agency's strategic aims of supporting business compliance and delivering consumer protection, with a focus on effective, risk-based and proportionate regulation and enforcement.

A. THE SPECIFICATION

Background

Ensuring that food business operators (FBOs) provide safe food to their customers is a key concern of the Agency. With this aim in mind, the Agency operates notably in partnership with local authorities (LAs), who monitor and assess FBO compliance with food safety regulations. Standards are generally reviewed by environmental health officers (EHOs) and trading standards officers (TSOs) from the relevant LA,

and compliance is regulated through the use of various tools, from education and advice, to enforcement tools such as notices and prosecution.

Consistency in how FBOs are assessed and how levels of enforcement are applied is an important legal principle and a functional necessity. Consistency is key to the successful implementation of nation-wide policy, as well as the Agency's aims of protecting public safety and consumer interests, whilst at the same time avoiding placing excessive and unclear burdens on FBOs.

This call is part of the Agency's efforts to strengthen the knowledge base it relies on in order to ensure greater consistency in the delivery of controls. Within that effort, inconsistency in regulatory practices is to be understood as variations across different inspectors and/or enforcement authorities in the way they address comparable situations. Some inconsistencies may be justified as intentional departures from the 'norm', for example when innovative approaches are tried, new policies are piloted, priorities are set in a risk-based fashion, and so on. Such inconsistencies (which we might call 'rational inconsistencies' after Sparrow 2000) are not the object of this research. By contrast, inconsistencies that cannot be justified like those just mentioned are the object of this research. Such 'irrational' inconsistencies may be due to two broad categories of factors: individual- or micro-level factors and organizational-/institutional-, or macro-level factors (e.g. May and Winter 2009). The former might include, for example, competence, experience, personal beliefs, and relationships of the inspector with the inspected. The latter might include, for example, managerial preferences and political preferences at a Local Authority, different institutional environments, and LA resources. This particular call is for research focusing on macro-level factors of inconsistency, with a particular emphasis on factors present and observable at Local Authority level.

The Agency is interested in a comparative investigation and analysis of how macro-level factors may affect consistency in the implementation of food hygiene regulations between LAs, specifically focusing on two topics: the implementation of a hierarchy of enforcement responses, and Consistency in Management (CIM) scoring for the Code of Practice's Annex 5 and the Food Hygiene Rating Scheme's (FHRS) ratings. The Agency will conduct in-house analysis of data from the Local Authority Enforcement Monitoring System (LAEMS) to identify variations between LAs and identify potential case studies for closer investigation and analysis by the contractor. Along with other pieces of work, this project will contribute to assessing the scope for ensuring greater consistency in the delivery of controls.

The Specification

1. Tenderers are invited to submit a proposal to carry out comparative investigation and analysis of macro-level factors leading to inconsistency in regulatory practices within the domain of food hygiene controls, with the aim

of assessing the scope for more consistent implementation of food law in the British context.

2. This research should be based on an understanding of inconsistency as 'biased' behaviour. Bias is a widely used and well documented concept of psychological research, which refers to a universal tendency to think and decide in ways that are less than 'purely' rational. A large scholarly literature can be built upon to define inconsistent behaviours as behaviours resulting from *biases*. Indeed, the concept of 'bias' has been widely applied to the study of variations in many kinds of behaviour, including medical practice (e.g. Croskerry et al. 2013a, b), and expert advice (Tetlock 2005). In the context of food hygiene, LA patterns of enforcement might be influenced by variance in factors present at LA level, such as managerial and political preferences, institutional environments and levels of resource availability, which could generate biases. The tenderer is invited to propose their own hypotheses of which LA level factors might be priority areas for investigating the likely causes of inconsistencies. Contractors should, however, be aware of inconsistencies that might also result from lack of knowledge or understanding, and demonstrate how they will control for these.
3. The successful contractor will use in-depth qualitative methods in a few selected cases to examine how LA level biases translate into inconsistent patterns in two specific areas that have been identified as priority areas for further investigation:
 - The implementation of a hierarchy of enforcement responses
 - Confidence in Management (CIM) scoring for Annex 5 and FHRS ratings
4. Tenderers are asked to display an appropriate understanding of comparative methods, and to provide a scientific rationale for undertaking evidence-based selection of LAs for further investigation, and for the identification of appropriate pairings of cases to be compared with one another. By providing a clear rationale for case selection – effectively a set of rules derived from hypotheses – the contractor should strive to establish some measure of control, in the spirit of classic small-N comparative approaches (such as the most similar systems design).
5. Such a rationale will then be applied by using information the Agency will share with the contractor with regard to the extent of variation between LAs in the hierarchy of enforcement and CIM scoring. That information is being drawn from analysis of aggregate LAEMS data conducted in-house, notably to identify a selection of 'mainstream' and 'outlier' cases with the potential for further investigation. On that basis and through discussions between the contractor and the Agency, a number of cases will be selected to undertake focused comparisons.
6. Tenderers are invited to submit their own proposals for the number of case studies, which may be dependent on the hypotheses that are proposed for

investigation, the accessibility of data, or general time constraints. However, the Agency envisions that contractors might select up to 12 cases for each of the two topics, assuming they had an ability to rapidly deploy a team of researchers to work in several locations concurrently. The tenderer should submit their own research proposals and detail their plans for data collection and data analysis, which would be expected to include qualitative interviews with LA officers.

7. The Agency expects to receive from the contractor a report with nuanced findings, that will give a full account of the limits to which they might be generalized further, considering the methods used and the number of cases studied.
8. Contractors will be expected to attend co-ordination meetings with the Agency at key project stages.

References

- Croskerry P, Singhak G, Mamede S (2013a) Cognitive debiasing 1: origins of bias and theory of debiasing. *BMJ Quality & Safety* 22:ii58-ii64.
- Croskerry P, Singhak G, Mamede S (2013b) Cognitive debiasing 2: impediments to and strategies for change. *BMJ Quality & Safety* 22:ii65-ii72.
- May PJ, Winter SC (2009) Politicians, managers, and street-level bureaucrats: influences on policy implementation. *Journal of Public Administration Research and Theory* 19:453-476.
- Sparrow MK (2000) *The regulatory craft: controlling risks, solving problems, and managing compliance*. Washington DC: Brookings Institution.
- Tetlock PE (2005) *Expert political judgment. How good is it? How can we know?* Princeton NJ: Princeton University Press.

Contractor's Proposal

Tender Summary

The Food Standards Agency (FSA) works closely with local authorities to ensure UK Food Law is monitored and maintained appropriately. The FSA wishes to strengthen the evidence base that informs its activities to improve consistency of official food safety controls. In particular, the Agency is interested to understand how macro-level factors give rise to 'irrational inconsistencies' between local authorities with respect to (a) CIM scoring and (b) use of the hierarchy of enforcement responses.

We have chosen to develop a pragmatic approach that will provide high quality, robust findings within the timeframe available. It comprises a small scale, comparative study, which will inform the development of a behavioural framework that explains how macro-level factors influence official food safety controls.

We have drawn on our knowledge of organisational behaviour and food safety compliance to develop an initial framework to be refined during the research. The presence and role of macro-level factors in the framework will be tested and developed via a programme of in-depth case study research.

We will recruit eight local authorities to use as case studies (four sets of comparable cases). Once we have established the nature of food safety monitoring and/or assessment outcomes in the paired cases, we will conduct 4-6 in-depth interviews with local authority officers in each location. Qualitative data from the paired cases will then be compared to examine causal mechanisms (at a macro-level) associated with inconsistencies in official controls.

The research findings will be used to refine the behavioural framework and assess scope for achieving more consistent use of official controls in the British context. Finally, the nuanced findings will be presented in a written report, illustrated by the case study examples.

We have assembled a compact, senior team to deliver this study in a robust and timely fashion, within the timeframe available. The team will also work closely with the FSA throughout, to ensure key risks associated with the study are managed effectively.

We believe that our carefully considered approach provides a workable response to the research call, by taking the timetabling constraints and scientific uncertainties into account alongside the FSA's evidence needs. In doing so, we expect that our approach will advance knowledge and understanding of the macro-level factors that influence organisational behavioural bias in local authorities, underpinned by a novel but robust behavioural framework.

B. OBJECTIVES AND RELEVANCE OF THE PROPOSED WORK TO THE FSA TENDER REQUIREMENT

OBJECTIVES

OBJECTIVE NUMBER	OBJECTIVE DESCRIPTION
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TECHNICAL

1. RECRUITMENT	REVIEW SAMPLING PLAN AND RECRUIT LOCAL AUTHORITIES
2. INTERVIEWS	IN-DEPTH INTERVIEWS WITH LOCAL AUTHORITY OFFICERS
3. ANALYSIS	COMPARATIVE ANALYSIS OF EVIDENCE
4. REPORTING	PRODUCTION OF DRAFT AND FINAL REPORTS
5. RESEARCH MANAGEMENT	MANAGEMENT OF RESEARCH TASKS AND CO-ORDINATION WITH FSA

SCIENTIFIC

6. MACRO-LEVEL FACTORS	INVESTIGATE WHAT MACRO-LEVEL FACTORS MAY AFFECT CONSISTENCY IN IMPLEMENTATION OF FOOD HYGIENE REGULATIONS BETWEEN LOCAL AUTHORITIES
7. CIM SCORING	EXAMINE HOW LOCAL AUTHORITY LEVEL BIASES TRANSLATE INTO INCONSISTENT CIM SCORING FOR THE CODE OF PRACTICE ANNEX 5 AND THE FHRS
8. ENFORCEMENT RESPONSES	EXAMINE HOW LOCAL AUTHORITY LEVEL BIASES TRANSLATE INTO INCONSISTENT IMPLEMENTATION OF THE HIERARCHY OF ENFORCEMENT RESPONSES
9. NEXT STEPS	ASSESS SCOPE FOR MORE CONSISTENT IMPLEMENTATION OF FOOD LAW IN THE BRITISH CONTEXT

2: DESCRIPTION OF SCIENTIFIC APPROACH/SCOPE OF WORK

A. SCIENTIFIC APPROACH/SCOPE OF WORK

Background

The Food Standards Agency (FSA) is a UK-wide body tasked with the protection of consumers in relation to food. A crucial part of this role is to ensure that food business operators (FBOs) provide safe food to their customers.

The Agency works closely with local authorities to ensure Food Law is applied throughout the food chain. Local authority officers monitor and assess FBO

compliance with food safety regulations, with the support of information and tools provided by the FSA.

The Food Law Code of Practice, issued by the FSA, sets out the approach local authorities should take with respect to enforcement. It states that enforcement should be reasonable, proportionate, risk-based and consistent with good practice. In doing so, the Code specifies that authorised officers should consider the full range of enforcement responses (from informal educational approaches to formal legal proceedings). Furthermore, these responses should be applied in a graduated fashion according to the 'hierarchy of enforcement responses'.

The FSA also has a responsibility to inform consumers about the hygiene standards of FBOs. This is achieved through the Food Hygiene Rating Scheme (FHRS) in England, Wales and Northern Ireland (or the Food Hygiene Information Scheme (FHIS) in Scotland). The basis for the FHRS is the 'food hygiene intervention rating scheme' at Annex 5 of the Code of Practice.

Food establishments can be given an intervention rating (or FHRS score) during an inspection or audit. The score is calculated using several measures including: compliance with food hygiene and safety procedures; compliance with structural requirements; and confidence in management/CIM (likelihood that satisfactory compliance will be maintained in the future). Again, the FSA has issued guidance for local authorities, which sets out the 'brand standard' for implementing and operating the FHRS. The agreement that exists between the FSA and local authorities that use FHRS is based on this guidance.

Information and tools for local authorities, provided by the FSA, exist to help ensure that food safety and legal requirements are monitored and maintained appropriately. This is necessary because consistency is an important principle of UK Food Law, while the FSA also have a duty to protect public safety without placing undue burden on FBOs.

Research Aims

The FSA wishes to understand how macro-level factors influence irrational inconsistencies between local authorities, in the way they use official food safety controls to address comparable situations. The call for evidence was specifically concerned with inconsistencies in:

- The way the hierarchy of enforcement responses is applied;
- How CIM is scored for Annex 5 of the Code of Practice and the FHRS.

Given the limited timeframe in which to complete the research (and, linked to this, the small number of case studies to be used) it has been agreed that the study will prioritise understanding of macro-level factors that cause inconsistencies in CIM scoring. Understanding inconsistencies in the way the hierarchy of enforcement responses is applied will be explored as a secondary issue, when and if the case study selection process permits.

Research scope

The original proposal identified a large number of macro-level factors that could possibly influence the use of official food safety controls (under various provisional headings set out in table 1 of the proposal). Given the practical and scientific research challenges associated with the work, the FSA is keen to narrow down the number of variables explored. This will help to ensure that clear evidence is generated on areas the Agency is able to influence in partnership with local authorities.

The research will now focus on a smaller number of areas outlined in table 1 of the proposal, that predominantly relate to management practices, infrastructure and communications & engagement. In addition, the Agency is interested in the role of several other factors that were not previously highlighted by the proposal, namely: Interactions between environmental health teams and legal teams within local authorities; staff skills and development; and, the use of external contractors.

Other possible factors (such as local political priorities or resources available within local authorities to implement Food Law) will be considered to be contextual for the purposes of the study. This means they will not be explored directly during the case study interviews, although their presence and role will be noted if they are raised during these discussions.

It is expected that the final report will be able to provide clear, detailed evidence about the specific factors that are explored by the study and, in doing so, it will reflect the more focussed nature of the research scope.

The table below is adapted from table 1 of the proposal. It sets out the revised research scope, based on the changes described above.

Table 1 – Revised research scope

Macro-level factor	Details
Communications & engagement	Internal processes for communicating how enforcement responses/FHRS scoring should be applied
	External processes for engaging with the FBO population/individual businesses
Management practices	Nature of reporting controls, such as level of autonomy granted to officers
	Nature of individual performance measures associated with enforcement/FHRS

	Staff skills and development
	Systems for allocating tasks to teams/individual officers
	Interactions with other teams/departments (such as legal advisory teams)
	Presence of systems to monitor, evaluate and report on policy/regulatory work
	Management attitudes towards FBO non-compliance
	Understanding of/compatibility of existing processes with official guidance
Infrastructure	Configuration of teams/departments that manage and deliver official controls
	Interactions with other teams/departments (such as legal advisory teams)
	Use of external contractors
	Information management within the local authority

Sampling plan

The FSA's analysis of LAEMS data shows that the 'degree of urbaness' affects consistency of CIM scoring outcomes between local authorities, therefore, the Agency is interested to understand the role of macro-factors on CIM score outcomes across local authorities with varying degrees of urbaness.

It has been agreed that there will be five pairs of case studies in total (one more than stated in the original proposal), each representing one of five urban/rural categories (see table 2).

Table 2 – Case study selection	
Degree of urbaness	Number of case study pairs
Major urban (London)	1
Major urban (non-London)	1

Urban	1
Significantly rural	1
Rural	1
Total	5

Brook Lyndhurst will work closely with the Agency to identify pairs of case studies that will be invited to participate in the research. Each pair will be selected on the basis of the following criteria:

- Expected to have the same/similar proportion of rated establishments with CIM score ≥ 10 but show a large difference in the actual scores;
- Located within the same region;
- Ideally situated within the same county and sharing a boundary.

If possible, paired cases should also exhibit unexpected differences in the use of the hierarchy of enforcement responses, although this is a secondary consideration. The FSA will advise Brook Lyndhurst in relation to these differences, during the case study selection process.

Finally, please note that the study will now cover England only, although the FSA has responsibility for food law across the UK.

Interview set up process

The recruitment process has been confirmed as follows:

- The FSA will provide Brook Lyndhurst with a list of paired cases that fulfil the selection criteria, along with relevant contact information for the lead contact in each instance (most likely the environmental health manager). The local authority delivery team will send an initial email to those earmarked for case study selection to forewarn them that Brook Lyndhurst will be in contact.
- The research team will then approach the lead contact and invite them to participate in the study. They will be advised that the case study visit will last for one day and will involve interviews with 4-6 officers such as:
 - o Heads of Service
 - o Environmental Health Manager
 - o Environmental health officers (EHOs)
- The exact number/type of interviewees will vary for each case study according to:
 - o The division of food safety responsibility in each authority
 - o The availability of relevant personnel (exacerbated by end of financial year pressures)

- The interview process will be conducted confidentially. Moreover, the names of local authorities that participate in the research will not be revealed in the final report.

Please note, following the inception meeting with the FSA, the research team considers that an initial, informal discussion(s) with a member of the FSA local authority delivery team will facilitate the development of the interview topic guide. The discussion will allow the project team to better understand the context for the research, by discussing the tools and strategies used by local authorities when applying official food controls. It is anticipated that this discussion would take place during the first week of the project, prior to the development of the topic guide.

Although the precise content of the topic guide will be shaped by these discussions, it is envisaged that it will be based on a modular format that addresses all areas of interest/types of interviewees that may be covered by the research. In doing so, it is likely to include questions associated with the following areas:

- Introductory/contextual information
- CIM scoring processes
- Use of the hierarchy of enforcement responses
- Macro-level factors presented in table 1 of this document

Timetable

The project timetable has been put back by one week to reflect the delayed start to the project. In addition, the window of time for completing the case study site visits has been extended to three weeks to allow for greater flexibility during the recruitment process.

As a result of these changes, the final report will be submitted to the FSA, **in skeletal form**, by the end of March. It has also been agreed that an additional project meeting will be inserted at this point, to discuss the findings and the process for developing the final version of the report.

An overview of the revised project timetable is provided in figure 1 and further details of dates for key deliverables are presented in table 3 below (please note additional deliverable in italics).

– Revised project Gantt chart

Month	February				March					April				May			
W/c	02	09	16	23	02	09	16	23	30	06	13	20	27	04	11	18	25
Phase 1 - Inception and project management																	
Phase 2 - Interview set up																	
Phase 3 - In-depth interviews																	
Phase 4 - Comparative analysis																	
Phase 5 - Reporting																	

Table 3 – Revised deliverables schedule

Deliverable number	Target date	Key task/deliverable
Phase 1 – Inception and project management		
1.	19/02/2015	Inception meeting (05/01)
2.	24/02/2015	Inception note (05/02)
3.	W/c 23/02/15 – 11/05/15	Weekly client updates (05/03)
13.	07/04/15	<i>Draft report review meeting (04/03)</i>
16.	15/05/2015	Project closure meeting (05/04)
Phase 2 – Interview set up		
4.	24/02/15	Identify case studies with FSA (01/01)
5.	25/02/15 – 04/03/15	Introductory emails/calls to local authorities (01/02)
6.	26/02/15 – 06/03/15	Confirmation emails/calls to local authorities (01/03)
7.	26/02/15	Draft version of topic guide (02/01; 06/01; 07/01; 08/01)
8.	03/03/15	Final version of topic guide (02/02; 06/02; 07/02; 08/02)
Phase 3 – Case study interviews		
9.	04/03/15 – 20/03/15	Case study interviews (02/03; 06/03; 07/03; 08/03)
Phase 4 – Comparative analysis		
10.	16/03/15 – 26/03/15	Analysis and synthesis of evidence (03/01; 09/01)
Phase 5 – Reporting		

11.	27/03/15	Report plan (04/01)
12.	31/03/15	Draft report (04/02)
14.	25/04/15	Revised report (04/04)
15.	11/05/15	Final version of report (04/05)

Financial Proposal

TENDER Title	A contract to investigate macro-level factors of inconsistency in regulatory work	
TENDER Reference	FS516019	
Name of Lead Organisation	Brook Lyndhurst Ltd	
Will you charge the Agency VAT on this proposal	Yes	
Please state your VAT Registration number:	739 7512 01	

1. SUMMARY OF PROJECT COSTS TO FSA INCLUDING PARTICIPATING ORGANISATIONS COSTS				
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Participants	Rate of VAT to be charged	Total (Net) (£)
Brook Lyndhurst Ltd	Standard	£ 43,170.00
		£ -
		£ -
		£ -
		£ -
Total Cost excluding VAT (£)	**	£ 43,170.00

2. STAFF EFFORT			
* Name and grade of person/or grade of person to be recruited	* Working days per staff member for this project	Chargeable Daily Rate (£)	Total Cost (£)
David Fell, Director			
Charlotte Lee-Woolf, Associate			
Jonathan Bain, Senior Researcher			
Lucy Stroud, Administrator			
			£ -
			£

CLASSIFICATION - OFFICIAL

			-
			£
			-
			£
			-
Total			£

3. BREAKDOWN OF TOTAL PROPOSAL COSTS (EXCLUDING VAT)		
Total cost for project	Notes	Total
1. Staff and Investigators	As per total detailed in section 2	
2. Consumables/Equipment	These will be the essential items which are purchased from third parties. Please give brief details	
3. Travel and Subsistence	Eligible travel costs are those which are essential for the delivery of the project. These must not exceed the FSA's agreed rates - see Invitation to Tender	
4. Other costs (please state) Insert as many lines as required	Please provide full details of any additional project costs	£ -
Total proposal costs excl. VAT (£)		£ 43,170.00

4. THE PRICING SCHEDULE				

Proposed schedule of payments						
Proposed Project Start Date	13-Feb-15	Amount				
Deliverable Numbers	Description	*Net	** VAT Code	§ Duration from start of project (Weeks)	§ Duration from start of project (Date)	Financial Year
01/02/04/05/06/07/08/09/10/11/12/13	Inception meeting and note (Phase 1); all deliverables associated with phase 2; all deliverables associated with phase 3; all deliverables associated with phase 4; report plan and draft final					

	report (Phase 5).					
03/14/15	Weekly client updates and project closure meeting (Phase 1); final version of report (Phase 5).					
<i>Retention/Final Deliverable</i>	***					
	Total (excl. VAT)	£ 43,170.00		Totals Agree		
Summary of Payments	Year 1	Year 2	Year 3	Year 4		
Financial Year <i>(Update as applicable in YYYY-YY format)</i>	2014-15				Retention	Total (excl. VAT)
Total Amount						£ 43,170.00
5. COST OR VOLUME DISCOUNTS - INNOVATION						

**** Cost breakdown
redacted under FOI
Act S43 Commercial
Interests**

