

Kantar Worldpanel
Westgate
London
W5 1UA

Date: 8th March 2019

Our ref: FS304003

Dear Sirs,

Award of contract for the supply of FS304003 - Purchasing of take-home food and drink data for households

Following your tender/ proposal for the supply of **Purchasing of take-home food and drink data for households** to Food Standards Agency (FSA), we are pleased to award this contract to you.

This letter (Award Letter) and its Annexes set out the terms of the contract between FSA as the Customer and Kantar World Panel 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 Award Letter as they will not be accepted by the Customer and may delay the conclusion of the Agreement.

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

- 1) The Services shall be performed at the **Supplier’s premises**.
- 2) The Specification for the evidence requirement is as set out in Annex 2.
- 3) The Supplier’s technical response to the Specification is as set out in Annex 3.
- 4) The Suppliers financial response to the Specification is as set out at Annex 4.
- 5) The Term shall commence on 13th March 2019 and the Expiry Date shall be 31st December 2019.
- 6) The address for notices of the Parties are:

Customer	Supplier
Food Standards Agency, Foss House, Peasholme Green, York, YO1 1PR	Kantar Worldpanel, Westgate, London, W5 1UA
- 7) The Key Personnel for the purposes of the Agreement are as set out in the Supplier Technical Proposal.
- 8) 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 number (PO Number), to: Accounts-Payable.fsa@sscl.gse.gov.uk. 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 (i.e. Contract Manager). 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 me at by e-mail **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,

Mark Croft
Procurement Category Manager

Signed for and on behalf of **FSA**

Name: [REDACTED]
Job Title: Procurement Category Manager
Signature: [REDACTED]

Date: 13th March 2019

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

Signed for and on behalf of Kantar Worldpanel

Name: [REDACTED]
Job Title: Managing Director - Kantar Worldpanel Europe

Signature: [REDACTED]

Date: 12th March 2019

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 and includes the Award Letter and Annexes;
- “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;
- “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;
- “Customer” means the person named as Customer in the Award Letter;
- “DPA” means the Data Protection Act 1998;
- “DPA 2018” means Data Protection Act 2018
- “Data Loss Event” means any event that results, or may result, in unauthorised access to Personal Data held by the Processor 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”	means (i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the DPA 2018 to the extent that it relates to processing of personal data and privacy; (iii) all applicable Law about the processing of personal data and privacy;
“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;
“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;
“GDPR”	means the General Data Protection Regulation (Regulation (EU) 2016/679);
“Information”	has the meaning given under section 84 of the FOIA;
“Joint Controllers”	where two or more Controllers jointly determine the purposes and means of processing
“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;
“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”	means Law Enforcement Directive (Directive (EU) 2016/680);
“Party”	means a Party to this Agreement;
“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;
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 A;
“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 Suppliers of the Supplier and/or of any sub-Supplier 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;
- “Sub-processor” means any third Party appointed to process Personal Data on behalf of the Processor related to this Agreement;
- “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 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.

5.3 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.

5.4 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 verifying that the invoice is valid and undisputed and 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.

5.5 If the Customer fails to consider and verify an invoice in a timely fashion the invoice shall be regarded as valid and undisputed for the purpose of paragraph 5.4 after a reasonable time has passed.

5.6 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.

- 5.7 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.
- 5.8 Where the Supplier enters into a sub-contract, the Supplier shall include in that sub-contract:
- 5.8.1 provisions having the same effects as clauses 5.3 to 5.7 of this Agreement; and
 - 5.8.2 a provision requiring the counterparty to that sub-contract to include in any sub-contract which it awards provisions having the same effect as 5.3 to 5.8 of this Agreement.
 - 5.8.3 In this clause 5.8, “sub-contract” means a contract between two or more suppliers, at any stage of remoteness from the Authority in a subcontracting chain, made wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of this Agreement.
- 5.9 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-Suppliers as though those acts and omissions were its own.

8.2 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.

- 8.3 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-licence) 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-licence) 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 Suppliers 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 Data Protection

- 13.1 The Parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Controller and the Contractor is the Processor unless otherwise specified in Schedule A. The only processing that the Processor is authorised to do is listed in Schedule A by the Controller and may not be determined by the Processor.

- 13.2 The Processor shall notify the Controller immediately if it considers that any of the Controller's instructions infringe the Data Protection Legislation.

- 13.3 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.

13.4 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 [X], 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;
 - (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 A);
 - (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:
 - (i) 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;
 - (ii) the Data Subject has enforceable rights and effective legal remedies;
 - (iii) 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 endeavours to assist the Controller in meeting its obligations); and
 - (iv) 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.

13.5 Subject to clause 1.6, the Processor shall notify the Controller immediately if it:

- (a) receives a Data Subject Request (or purported Data Subject Request);
- (b) receives a request to rectify, block or erase any Personal Data;
- (c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
- (d) receives any communication from the Information Commissioner or any other regulatory authority 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.

13.6 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.

13.7 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 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.

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

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

13.10 Each Party shall designate its own data protection officer if required by the Data Protection Legislation.

13.11 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.

13.12 The Processor shall remain fully liable for all acts or omissions of any of its Sub-processors.

13.13 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).

13.14 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.

13.15 Where the Parties include two or more Joint Controllers as identified in Schedule A in accordance with GDPR Article 26, those Parties shall enter into a Joint Controller Agreement based on the terms outlined in Schedule A in replacement of Clauses 1.1-1.14 for the Personal Data under Joint Control.

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 Party affected. 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, **Error! Reference source not found.** and 17;
 - 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; or
 - 16.2.7 fails to comply with legal obligations in the fields of environmental, social or labour law.
- 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, **Error! Reference source not found.**, 0, 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.

Schedule A: Schedule of 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.*

Description	Details
Identity of the Controller and Processor	The Parties agree that as Controller the Customer does not require any new personal data to be processed by Kantar Worldpanel as the Processor in delivering this evidence requirement.
Subject matter of the processing	
Duration of the processing	
Nature and purposes of the processing	
Type of Personal Data being Processed	
Categories of Data Subject	
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	

Annex 2 – Specification

1. GENERAL INTRODUCTION

- 1.1 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, Cardiff, Belfast and York.
- 1.2 The Agency is committed to openness, transparency and equality of treatment to all suppliers. As well as these principles, for science projects the final project report will be published on the Food Standards Agency website (www.food.gov.uk). For science projects we will 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>
- 1.3 The FSA continues to have the remit for dietary surveillance in Northern Ireland and is working in line with the relevant strategic outcomes contained in the FSA Strategy to 2020 relating to gathering and using science, evidence and information, specifically “that consumers are able to take up their responsibilities and make informed decisions about the food that they eat, thus influencing the food system as well as their own well-being and that of their families and communities”.

A. THE SPECIFICATION

2. Background

- 2.1 Obesity continues to be one of the most important public health challenges facing Northern Ireland. Its impact is wide-ranging throughout society and across all life courses. To tackle this the Department of Health have developed a cross-sectoral, integrated life course framework to prevent and address obesity within Northern Ireland called A Fitter Future for All (FFfA) Obesity Prevention Strategy 2012-2022. This cross-government strategy is the first stage in a sustained programme to support people to achieve and maintain a healthy weight.
- 2.2 The FSA are named as key delivery partners on a number of outcomes of the FFfA Strategy responsible for the delivery of
- An integrated regional campaign to raise public awareness of healthy eating, physical activity and weight management delivered based on evidence and evaluation.
 - Key foodstuffs in the marketplace, with the highest contribution of saturated fat, fat, sugars, energy and salt in the NI consumers' diet, identified and a programme of action developed to address this.
 - On completion of NI-specific research, work will be undertaken with retailers to increase consumer accessibility to healthier food products sold on promotion.

2.3 In order to meet the strategic outcomes on both the FSA strategic plan and the Fitter Future for All Strategy it is essential for the Standards and Dietary Health team to have access to nutrition surveillance data such as household purchasing data to provide an evidence base to inform, monitor and evaluate initiatives and nutrition policies.

2.4 Continued monitoring of household food purchasing data for Northern Ireland will enable the FSA to

- Target reformulation efforts to food categories most commonly purchased that are high in sugar, sat fat and salt.
- Provide an evidence base to create more focussed consumer messaging.
- Target interventions and nutrition policy work in NI to households most in need through analysing demographic and socio-economic groups
- Monitor the marker foods identified in the FFfA Strategy

3. The Specification

- 3.1 The FSA wish to continue the existing contract with the previous provider to purchase longitudinal household purchase data for Northern Ireland for the years 2017-2018. Volume sales of foods purchased in Northern Ireland will be combined with the most up to date nutritional labelling information to calculate the nutritional profile of foods for nutrients of public health interest (energy; protein; carbohydrate, sugar; fat; saturated fat; sodium; and fibre) to arrive at total Northern Ireland Nutritional Purchasing (all analysed per year/day/person).
- 3.2 Data provided will also detail the mean nutrient contents, minimum and maximum nutrient levels and market share data including retailer share of trade; market measures; consumer measures (penetration/frequency/average weight of purchase; price); and percentage sold on/off promotion. In addition, the data will be useful in identifying categories of food that are sold in volume on promotion to determine the balance or otherwise of food retail promotions.
- 3.3 The data will provide insight into the nutrient balance of the overall take home diet; inform our measurement of "marker foods" (fruit and vegetables; sugary, fizzy drinks and squashes; confectionery; chips and other fried foods; and meat products) as required in the Northern Ireland Obesity Prevention Strategy and help to inform our work going forward with retailers and industry.
- 3.4 The contractor should also be capable of providing data with respect to price and promotions including the monitoring of nutrient data by consumers' perceived promotional levels for foods purchased and report on clear trends on pricing. In addition, we require that the data be cross-analysed by demographics including socio economic groupings, urban/rural and life stage groupings.
- 3.5 The FSA require the following 36 food categories:
1. Total Food and Drink
 2. Total Alcohol
 3. Beer and lager
 4. Spirits
 5. Plain Bread

6. Morning Goods
7. Bread with additions
8. Pasta, rice, noodles including flavoured varieties
9. Breakfast cereals
10. Vegetables
11. Fruit
12. Juice and milk-based drinks
13. Chocolate confectionery
14. Sweet confectionery
15. Ice cream, lollies and sorbets
16. Crisps and savoury snacks
17. Soft drinks
18. Regular soft drinks
19. Diet soft drinks
20. Ready meals
21. Pizza
22. Meat
23. Fish
24. Oily fish
25. Meat Products and Processed Meats, Poultry, Fish, Meat Alternatives etc (e.g. pies, sausages, pastries, burgers etc)
26. Potato products
27. Yoghurts and fromage frais
28. Other dairy (cheese milk)
29. Puddings
30. Fats and oils
31. Cooking sauces, table sauces and dressings
32. Dips and composite salads
33. Soups
34. Biscuits
35. Savoury biscuits and crackers
36. Cakes

3.6 Upon completion of the project, the successful contractor will provide a detailed presentation to the FSA in NI and tables of results in Excel/PowerPoint/ Infographic.

3.7 Data will be representative of the Northern Ireland population and compatible with the previous data set provided for 2015-2016.

3.8 Eligible companies are therefore invited to:

Undertake the food, nutrient, retailer, promotional and demographic analysis of purchasing data for 2017-2018 from a representative sample of Northern Ireland household' food and drink purchases to provide the following data:

Report 1 – Total NI Topline Purchasing and Nutrient Summary 2017-2018

- Energy, Protein, Carbohydrate, Sugar, Fat, Saturated Fat, Sodium, and Fibre analysed per household per year, per person per year and per person per day for 2017 and 2018.

Report 2 – Total NI Topline Category Purchasing and Nutrient Summary 2017-2018

- 36 Food Categories compared by measures - £ Spend and %, Volume (KG, Ltr, Packs) and %, Nutritional Volume (Kg, Ltr, Servings) and %, Packs and %, Energy [kcal] and %, Sugar [kg] and %, Fat [kg] and %, Sat Fat [kg] and %, Sodium and %, £ Spend on Promotion and %, Promotion Volume (n) and % for 2017 and 2018.
- 36 Food Categories compared by years (2015 and 2016) – Spend (£) and %, Volume (Kg, Ltr, Packs) and %, Nutritional Volume (Kg, Ltr, Servings) and %, Packs and %, Energy [kcal] and %, Sugar [kg] and %, Fat [kg] and %, Sat Fat [kg] and %, Sodium (Kg) and %, Promotion spend (£) and %, Promotion Volume (Nut) and %.

Report 3 – Total NI Category Summary Retailers, Demographics, and Promotions 2017-2018

- 36 Food Categories compared by Key Consumer Measurables per year- £ Spend and (%), Volume (Kg, Ltr, Packs) and %, Volume (n) (Kg, Ltr, Servings) and %, Packs and %, Penetration %, Frequency, Average Weight of Purchase (Kg, Ltr, Packs), Price (Pence)
- 36 Food Categories compared by Promotions per year - £ Spend on Promotion and %, Volume on Promotion (n) (Kg, Ltr, Servings) and %, Packs on Promotion and %, £ Spend on Volume Focussed Promotion and %, Volume on Volume Focussed Promotion (n) (Kg, Ltr, Servings) and %, Packs on Volume Focussed Promotion and %, £ Spend on Money Off Promotion and %, Volume on Money off Promotion (n) (Kg, Ltr, Servings) and %, Packs on Money Off Promotion and %, £ Spend on Other Promotion and %, Volume on Other Promotion (n) (Kg, Ltr, Servings) and %, Packs on Other Promotion and %.
- 36 Food Categories by Promotions comparing 2017 and 2018 - £ Spend on Promotion and %, Volume on Promotion (N) (Kg, Ltr, Servings) and %, Packs on Promotion and %, £ Spend on Volume Focussed Promotion and %, Volume on Volume Focussed Promotion (N) (Kg, Ltr, Servings) and %, Packs on Volume Focussed Promotion and %, £ Spend on Money Off Promotion and %, Volume on Money Off Promotion (Kg, Ltr, Servings) and %, Packs on Money Off Promotion and %, £ Spend on other Promotion and %, Volume on other Promotion (N) (Kg, Ltr, Servings) and %, Packs on other Promotion and %.

- 36 Food Categories by retailer comparing 2017 and 2018. Retailers to include Tesco, Asda, Sainsbury's and Total Symbols analysed by £ Spend and %, Volume (N) (Kg, Ltr, Servings) and %, £ Spend on Promotion and %, Volume on Promotion (N) (Kg, Ltr, Servings) and %.
- 36 Food Categories by Demographics including ABC1, C2DE, Pre and Young Family, Middle Family Mix, Empty Nesters/Retired, Urban and Rural analysed by £ Spend and %, Volume (Kg, Ltr, Packs) and %, Volume (n) (Kg, Ltr, Servings), Volume (n) %, Packs, Packs %, Penetration %, Frequency, Average Weight of Purchase (Kg, Ltr, Packs), Price (Pence).

3.9 Applications should be submitted as a on ECMS covering all the requirements outlined above.

4. Deliverables

4.1 The following outputs are required:

- Raw data tables in Microsoft Excel, compatible with the data tables previously provided
- PowerPoint presentation summarising the key data outputs and interpretations
- An infographic summarising key trends.

4.2 Copies of the draft and final outputs and the PowerPoint presentations should be provided in MS PowerPoint and MS Word 2010 (or compatible) formats.

4.3 Publication by the successful contractor of any research articles or other publications based on data and information collected in relation to this project will be subject to approval from the FSA. However, this will not be unreasonably withheld.

5. Personnel

5.1 Details of all key personnel who will be working on this project must be given. Should any element of this project be subcontracted, this must also be stated in proposals with details of subcontracted companies, their key personnel and working arrangements with subcontractors.

5.2 The successful contractor will be required to appoint a Contract Manager who will be fully accountable for the delivery of the project against the contract. They will be required to liaise closely with the Agency's nominated project officer, Naomi Davidson.

6. Ethics

6.1 The contractor is asked to identify the ethical concerns for this project and how these issues would be addressed.

7. Data protection

- 7.1 Please refer to the Framework Standard Terms and Conditions on data security and outline in your quote any specific issues related to this project. The successful contractor will be asked to complete a Data Security Questionnaire which will be reviewed by the FSA data security team and will form part of the contract.
- 7.2 The FSA requires an anonymised, fully documented raw data set from any primary data collection which it can use for its own analysis and which may be published in line with new FSA procedures on release of underpinning data. This includes anonymised raw data from qualitative research, for example transcripts. Costs associated with this should be indicated separately.
- 7.3 Should it not be possible to anonymise the data (which can be the case with qualitative data), the FSA, as data controller, will usually store raw data, for research purposes only, for an agreed period of time. This will be agreed with the appointed contractor.
- 7.4 Such raw data should also be made available (where suitable) via the UK data archives. Tenderers should allow for this in their timetable and costings.

8. Data Archiving

- 8.1 Our preference is for raw data to be made available via the UK data archive however should the archive not accept the data we would look to make it available on our own research repository. Costs should be provided for any additional time required for submitting data to the archive

1	The FSA wish to continue the existing contract with the previous provider to purchase longitudinal household purchase data for Northern Ireland for the years 2017-2018. Volume sales of foods purchased in Northern Ireland will be combined with the most up to date nutritional labelling information to calculate the nutritional profile of foods for nutrients of public health interest (energy; protein; carbohydrate, sugar; fat; saturated fat; sodium; and fibre) to arrive at total Northern Ireland Nutritional Purchasing (all analysed per year/day/person).
2	Data provided will also detail the mean nutrient contents, minimum and maximum nutrient levels and market share data including retailer share of trade; market measures; consumer measures (penetration/frequency/average weight of purchase; price); and percentage sold on/off promotion. In addition, the data will be useful in identifying categories of food that are sold in volume on promotion to determine the balance or otherwise of food retail promotions.
3	The data will provide insight into the nutrient balance of the overall take home diet; inform our measurement of "marker foods" (fruit and vegetables; sugary, fizzy drinks and squashes; confectionery; chips and other fried foods; and meat products) as required in the Northern Ireland Obesity Prevention Strategy and help to inform our work going forward with retailers and industry.
4	The contractor should also be capable of providing data with respect to price and promotions including the monitoring of nutrient data by consumers' perceived promotional levels for foods purchased and report on clear trends on pricing. In addition, we require that the data be cross-analysed by demographics including socio economic groupings, urban/rural and life stage groupings.
	<p>Continued monitoring of household food purchasing data for Northern Ireland will enable the FSA to</p> <ul style="list-style-type: none"> • Target reformulation efforts to food categories most commonly purchased that are high in sugar, sat fat and salt. • Provide an evidence base to create more focused consumer messaging. • Target interventions and nutrition policy work in NI to households most in need through analysing demographic and socio-economic groups • Monitor the marker foods identified in the FFfA Strategy <p>Kantar Worldpanel regularly produce data on the purchasing habits of NI households and the nutrient content of the products they buy and have supplied the data used for the 2006-2016 analysis.</p> <p>This means Kantar Worldpanel can produce the data needed for this tender. But please note that the nutrition data included in this tender will be based on sales weighted averages by category and not report on minimum and maximum nutrient levels. This data is collected by Kantar Worldpanel but requires data on individual products and would incur significant additional costs and so not included in this tender</p>

2: DESCRIPTION OF APPROACH/SCOPE OF WORK

A. Approach/Scope of Work

Please describe how you will meet our specification and summarise how you will deliver your solution. You must explain the approach for the proposed work. Describe and justify the approach, methodology and study design, where applicable, that will be used to address the specific requirements and realise the objectives outlined above. Where relevant (e.g. for an analytical survey), please also provide details of the sampling plan.

Kantar Worldpanel is an international company dealing in consumer knowledge and insights based on continuous consumer panels.

Kantar Worldpanel is part of the Kantar Group the Data Investment Management division of WPP.

Kantar Worldpanel is the world leader in consumer knowledge and insights based on continuous consumer panels. Combining market monitoring, advanced analytics and tailored market research solutions we deliver both the big picture and the fine detail that inspire successful actions by our clients. Our expertise about what people buy or use – and why – has become the market currency for brand owners, retailers, market analysts and government organisations internationally.

With over 60 years' experience, a team of 3,000, and services covering more than 50 countries directly or through partners, we deliver insight in fields as diverse as FMCG, impulse products, fashion, baby, telecommunications and entertainment, among many others.

The data required for this project is already being collected using the KWP NI purchasing panel and the nutrient content information collected in GB.

The methodology is detailed below:

Methodology: Kantar Worldpanel (KWP) NI Purchasing Data

Sample Households

o 650 households are chosen to reflect all NI Households by region and demographics (30,000 are used for the GB panel)

There are sample targets by region, household size, presence of children and age of main shopper and social class.

Recruitment of the Sample

o Kantar Worldpanel use both mail outs and email recruitment e.g. Facebook advertising

o Incentives used to reward participation, with vouchers from most high street retailers earned, but many have a genuine interest in taking part

o High level of panel continuity: 79% of the panel have been on for 3 years and 33% for 10+ years in NI.

Data Collected from Panellists

o Kantar Worldpanel aim to collect all Food and Drink purchases brought back into the home regardless of place of purchase

o Products purchased and consumed out of the home are not included

o Barcodes scanned and price collected by the panellists for all products purchased directly from their receipt, or imputed using these sources. 70% exact price and 30% imputed

o Show cards with internal barcodes used to collect non-barcoded products like fruit

o Panellists are encouraged to scan purchasing once brought back into the home and one member of the household will be designated the 'main shopper'.

Promotional Read

o Kantar Worldpanel aim to collect the promotional mechanic used by the panellist for each purchase occasion

o Panel members are asked for every purchase they record if it is on promotion. If they select that it is then they are given the following options to tell us what the promotion is:

- Multi-buy
- Price Offer

Some products will get captured as being a promotional barcode in the field by our field workers e.g. a barcode might have 100% extra free. As we know that this barcode is a promotional barcode and we know the details of the promotions from the field work then we can code any of the purchasing as such.

For this project, the promotional activity will be summarised into 3 groupings as below.

Money Off	Value
Extra Free Product	Volume
Banded Pack	
Multi-Buy	
Bag Offers	
Coupon	Other

Panel Monitoring

- o An experienced Kantar Worldpanel Technical team track purchasing patterns and investigate if changes occur
- o Eligibility into the final data is assessed every 4 weeks and panellists will not be used if there are reasons to suspect poor compliance.

Data from all panellists is reviewed every 4 weeks and only those passing the eligibility criteria will be included in the data for that period. There are minimal spend and volume limits and assessment across peer groups e.g. other 5 person households and those falling short will be excluded for that period and contacted to check the data. The actual eligibility criteria are not published by Kantar Worldpanel but will be reviewed regularly to ensure we have the best read of take home purchasing.

Approximately 15% of the 650 NI household panel will not meet the eligibility criteria in a typical 4 weekly period.

- o Kantar Worldpanel has the ability to have regular communication with panellists about their scanning if changes are seen.

Weighting

- o Data from the sample households will be weighted up to reflect all NI households with demographic and retailer weightings.

Weightings are also applied to smaller baskets to compensate for compliance issues.

Pick up and Validation

Trends are constantly validated by the Food and Drink manufacturers and retailers buying the data, using their ex-factories and retail audit data.

Data Output

Once the data has been collected from the panel and weighted up to represent the total, GB or NI, the data is produced ready for client projects. The data available is generally processed in 4 weekly chunks, with 13 periods added up to represent a year. The data covers purchase volume, spend, number of households purchasing, weight and frequency of purchase and price.

The data is available at a total level, by category and for individual products and may be reviewed across many different demographic and retailer splits. Data on promotions is also tracked as detailed above.

Data is coded and produced to pre-set category definitions but there is flexibility for new category definitions for client projects.

The data is available for both GB and NI regions.

The nutritional data is collected separately and then added to the purchasing information.

Methodology: Kantar Worldpanel Nutrition Service

Kantar Worldpanel have been collecting and coding nutritional information from Food and Drinks packaging

since early 2005. The nutrient values are combined with the purchasing information to provide nutrient volumes by product, food category and for the total Take Home Food and Drink market.

The Big 8 nutrients are captured: calories, carbohydrates, sugar (total), total fat, saturated fat, fibre, protein and sodium. All information is taken from product packaging and no laboratory analysis is undertaken.

Nutritional Data Sources

The nutritional data is sourced in four ways:

Nutritional information available on packaging – this will be used in all cases where available

Where applicable for similar products, known values will be cloned across other variants such as pack sizes, as well as other similar products coded as the same brand. Cloning of data only occurs for products that sit within the same brand in Kantar Worldpanel's brand coding.

For some fresh and non- barcoded products McCance & Widdowson (The Composition of Foods) nutritional handbook is used.

Where none of the above applies we will calculate a mean value at market and sub-market level and apply to non-coded products (imputed values). Imputes are used when products are not found in field so usually smaller, seasonal products, sold in smaller stores or when nutritional information is missing from the packaging. The extent in which imputed values are used varies by category. Some markets like Chilled Fruit Juice & Drinks have a very low number of imputed values, at 15%, while others like Bakery are higher with 30% of products with imputed values. This is due to the lower levels of nutritional information on the packaging.

The imputed values are calculated every 4 weeks using an average of the found data for the other products in the categories. Often the imputation process is set to use sub-category level as more accurate e.g. diet carbonated soft drinks rather than total.

McCance & Widdowson is now used for less than 1% of all take home products and only in the following markets: most alcohol, fruit & veg and some milk, meat and bakery products.

In 2018 there were over 113,000 different Food and Drink products bought in GB Take Home shopping baskets. Real and found nutrient values are available for 49% of products, cloning 17%, McCance & Widdowson 0.8% with the remaining 33% of products given imputed values.

Nutritional information was updated by Kantar fieldworkers on a rolling 6 monthly basis in 2017 moving to a rolling 4 monthly basis in 2018. The fieldworkers visit a sample of multiple stores (Asda, Tesco, Morrison's, Waitrose, Co-op, Iceland, Farm Foods, M&S) and capture the barcode and nutritional panel via a hand held device for products found on the shelf in the target category. Access to Aldi stores was added in 2016 and Lidl stores in 2017.

This is supplemented by product image data, available to KWP as part of a commercial agreement with Brandbank and mysupermarket.com. This enables Kantar Worldpanel to update product information between field collections and for products sold in stores not visited.

Images of all new products are collected (either from Brandbank images or Kantar Worldpanel own fieldwork) once the panel have purchased the product at least 20 times. So nutrient data is collected on all new products as and when they are launched.

As part of the general purchasing service, Kantar Worldpanel know which products the GB and NI panels are buying and will have already coded extensive information on barcodes and product attribution for those products. The nutritional data is then added into our systems and combined with the purchasing data, enabling us to know who is buying, what, when and from where plus the nutritional content of the products purchased.

Please note, Kantar Worldpanel only collect the nutritional data from products purchased in GB so the nutritional values are assumed to be the same for the same product bought in NI. When checked for this

project, approximately 70% of take home food and drink products bought by the NI panel have also been purchased by the GB panel.

Category averages, imputed means, have been calculated for the remaining 30% of products only purchased in NI so there is more estimation of the nutritional read for the NI dataset than the GB one, but the estimates are based on actual products sold so will be robust. The categories in NI with greater estimation than GB i.e. high imputed read, are produce, dairy, sausages, bread and morning goods where there are more NI specific products.

The methodology and quality controls outlined above enables Kantar Worldpanel to provide volumes of all food and drink products purchased by NI households over time and the big 8 nutrients they contain, with promotional data and splits by retailers and demographic groups, enabling Kantar Worldpanel to provide the data required by the FSA in NI.

Nutritional information is collected from back of the outer packaging for multipacks with the nutrient data reflecting the first product listed on the packaging.

On the issue of robust trends, Kantar Worldpanel have produced purchasing data for many years and a nutritional read since 2005 so there are many years of trended data available. There will be some data changes over time as the methodology has been improved and the panel size increased, and we use our considerable experience and judgement to assess the impact of these as and when they occur. The aim is to keep the panellists on the panel for as long as possible, so we are reporting changes in behaviour in the same households over time, but the number will diminish over time (Currently about 79% of the panel have been on for 3 years).

On a general note, data will be more robust for larger product categories, bought frequently by a large number of households, than smaller categories/products and we use the number of sample households buying in that time period as one of the robustness checks when considering the category list.

Please note data produced by Kantar Worldpanel is an estimate based on a sample of households. On-going improvements to methodology may lead to small changes in the back data supplied each year. Kantar will investigate and explain where possible the impact of such changes. So updating reports with the latest 5 years of data is recommended.

As Kantar Worldpanel provided similar information for 2006-2016, the 2017-2018 data will be compatible with the previous datasets. It is worth noting that Kantar Worldpanel are constantly making minor improvements to the data with data re-processed back for 5 years. It is therefore suggested that when the 2017-2018 reports are produced, Kantar Worldpanel re-issue 2014-16 data to ensure the best trended data.

Demographic Analysis

As part of an extensive questionnaire completed when joining the panel, which is updated annually, household are asked about their working status. The details below are used as a guide to code each panel member to the appropriate social grade.

Social Grading Guide

Kantar Worldpanel uses the standard Market Research Society coding to grade each household on the panel. Briefly these codes are:

Grade	Social Status	Description
A	Upper Middle	Higher managerial, higher administrative, or higher professional
B	Middle	Intermediate administrative, intermediate professional, senior managerial
C1	Lower Middle	Supervisory or clerical, junior

		managerial, junior administrative, junior professional
C2	Skilled Working	Skilled manual workers; generally, having served in apprenticeship
D	Working	Semi and unskilled workers
E	Non-Earners, State Benefits Only	Those receiving state benefits only

Innovation

Please provide details of any aspect of the proposed work which are considered innovative in design and/or application? E.g. Introduction of new or significant improved products, services, methods, processes, markets and forms of organization.

3: THE PROJECT PLAN AND DELIVERABLES

A.

The Plan

Please provide a detailed project plan including, the tasks and sub-tasks required to realise the objectives (detailed in Part 1). The tasks should be numbered in the same way as the objectives and should be clearly linked to each of the objectives. Please also attach a flow chart illustrating the proposed plan.

The project plan is detailed below:

Project Plan after Contract Award

Purchasing and Nutrient data already collected in Kantar Worldpanel usual operations
 Database with the required analysis to be produced
 Data quality checking: category definitions, trends over time etc
 Agree any amendments to the previous reports
 Reports produced
 PowerPoint summary produced
 Reports and summary checked and sent to FSA in NI
 De-brief workshop to take place at a point in time to be agreed with FSA in NI
 FSA to feedback on data of interest to be used in infographic
 Infographic draft produced and sent to FSA in NI for feedback
 Final version of infographic produced and sent to FSA in NI

The reports require purchasing data and nutrient content information: 2017 – 2018

The following food and drink categories are required by the FSA in NI

37. Total Food and Drink
38. Total Alcohol
39. Beer and lager
40. Spirits
41. Plain Bread
42. Morning Goods
43. Bread with additions
44. Pasta, rice, noodles including flavoured varieties
45. Breakfast cereals
46. Vegetables
47. Fruit
48. Juice and milk-based drinks
49. Chocolate confectionery
50. Sweet confectionery
51. Ice cream, lollies and sorbets

52. Crisps and savoury snacks
53. Soft drinks
54. Regular soft drinks
55. Diet soft drinks
56. Ready meals
57. Pizza
58. Meat
59. Fish
60. Oily fish
61. Meat Products and Processed Meats, Poultry, Fish, Meat Alternatives etc (e.g. pies, sausages, pastries, burgers etc.)
62. Potato products
63. Yoghurts and fromage frais
64. Other dairy (cheese milk)
65. Puddings
66. Fats and oils
67. Cooking sauces, table sauces and dressings
68. Dips and composite salads
69. Soups
70. Biscuits
71. Savoury biscuits and crackers
72. Cakes

Kantar Worldpanel already use their own coding for the category definitions, as required by current industry and client requirements but there is flexibility on category definition. KWP and NI FSA have worked together on the definitions of the categories for the project.

B. Deliverables

Please outline the proposed project milestones and deliverables. Please provide a timetable of key dates or significant events for the project (for example fieldwork dates, dates for provision of research materials, draft and final reporting). Deliverables must be linked to the objectives.

For larger or more complex projects please insert as many deliverables /milestones as required.

Each deliverable should be:

- i. no more 100 characters in length
- ii. self-explanatory
- iii. cross referenced with objective numbers i.e. deliverables for Objective 1 01/01, 01/02 Objective 2 02/01, 02/02 etc

Please insert additional rows to the table below as required.

A final deliverable pertaining to a retention fee of 20 % of the total value of the proposed work will automatically be calculated on the financial template.

Deliverable Milestone Expected Achievement	Number In Order	Or Of	Target Date	TITLE of Deliverable or milestone
Deliverable 1, 2014-2018 Data, Objective 1,2,3,4			23/04/19	<p>3 reports to deliver the FSA in NI requirements listed below:</p> <ul style="list-style-type: none"> • Nutrient Monitoring – Big 8 Nutrient Summary Report • Nutrient Purchase by food category • Tracking of key Marker Foods in NI Obesity Prevention Strategy • All categories analysable by number of households; population; total kcals; kcals per household; kcal per year per person; kcal per day per person; sugar; sugar per household; sugar per year per person; sugar per

		<p>day per person; fat; fat per household; fat per year per person; fat per day per person; saturates; saturates per household; saturates per year per person; saturates per day per person; carbohydrates; carbohydrates per household; carbohydrates per year per person; carbohydrates per day per person; fibre; fibre per household; fibre per year per person; fibre per day per person; protein; protein per household; protein per year per person; protein per day per person; sodium; sodium per household; sodium per year per person; sodium per day per person</p> <ul style="list-style-type: none"> • Salt: average population take home purchasing • Total and Saturated Fat: average as a % of take home energy purchased • Total Sugars: average as a % of take home total sugars purchased • Price and Promotions – nutrient monitoring by food category by perceived promotional levels including clear trends on pricing over last 5 years • Monitoring socio-economic status and urban vs. rural • Further detail on promotions (Percentage sales by promotion) • Percentage sales split by promotion type, grouped into Money Off/ Volume Focussed/ Other) and retailers (Percentage sales by retailer (Limited to Tesco, Asda, Sainsbury, Symbols to ensure data robustness) <p>Market measures</p> <ul style="list-style-type: none"> • All categories will be analysed for spend; standard volume; packs number; nutritional volume; energy (kcal); sugars (kg); fat (kg) and saturates (kg) • Consumer measures (penetration/frequency/average weight of purchase; price) • Trend data from 2017-2018 (plus 2014-2016 to be re-issued to maintain trends) <p>Reports</p> <p>1. Top-line consumer dynamics and nutritional summary by category</p> <p>Table of results in excel format with total take home food and drink and detail on the 36 agreed categories</p> <p>Volume, value, packs and sales weighted average price</p> <p>% sold on promotion</p> <p>Volume and % contribution for each big 8 nutrient</p> <p>Total NI households</p> <p>This will provide data on:</p> <ul style="list-style-type: none"> • Nutrient Monitoring – Big 8 Nutrient Summary Report
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		<ul style="list-style-type: none"> • Nutrient Purchase by food category • Tracking of key Marker Foods in NI Obesity Prevention Strategy; • All categories analysable by number of households; population; total kcals; kcals per household; kcal per year per person; kcal per day per person; sugar; sugar per household; sugar per year per person; sugar per day per person; fat; fat per household; fat per year per person; fat per day per person; saturates; saturates per household; saturates per year per person; saturates per day per person; carbohydrates; carbohydrates per household; carbohydrates per year per person; carbohydrates per day per person; fibre; fibre per household; fibre per year per person; fibre per day per person; protein; protein per household; protein per year per person; protein per day per person; sodium; sodium per household; sodium per year per person; sodium per day per person • Salt: average population take home purchasing; • Total and Saturated Fat: average as a % of take home energy purchased; • Total Sugars: average as a % of take home total sugars purchased; • Price and Promotions – nutrient monitoring by food category by perceived promotional levels including clear trends on pricing over last 5 years; <p>Market measures</p> <ul style="list-style-type: none"> • All categories will be analysed for spend; standard volume; packs number; nutritional volume; energy (kcal); sugars (kg); fat (kg) and saturates (kg) • Consumer measures (penetration/frequency/average weight of purchase; price) • Trend data from 2017-2018 (with 2014-2016 re-issued to maintain trends)
<p>Deliverable 2, 2014-2018 Data, Objective 2,3,4</p>	<p>23/04/19</p>	<p>2. Retailer and Promotions Summary</p> <p>Table of results in excel format with total take home food and drink and 36 agreed categories</p> <p>% sold on promotion: split by money off, volume focussed and other promotions</p> <p>Retailer % of volume and value: Tesco, Asda, Sainsbury's, Symbols</p> <p>Total NI households</p> <p>No Nutrition data included</p>

		<p>This will provide data on:</p> <p>Further detail on promotions (Percentage sales by promotion; Percentage sales split by promotion type, grouped into Money Off/Volume Focussed/Other) and retailers (Percentage sales by retailer (Limited to Tesco, Asda, Sainsbury, Symbols to ensure data robustness)</p>
<p>Deliverable 3, 2014-2018 Data, Objective 2,3,4</p>	<p>23/04/19</p>	<p>3. Demographic Summary</p> <p>Table of results in excel format with total take home food and drink and 36 agreed categories</p> <p>Volume and value; consumer measures (penetration/frequency/average weight of purchase; price)</p> <p>Split by Urban vs. Rural, Socio Economic groups and Lifestage</p> <p>No Nutrition information included</p> <p>This will provide data on:</p> <p>Monitoring socio-economic status and urban vs. rural</p>
<p>Deliverable 4, 2014-2018 Data, Objective 1,2,3,4</p>	<p>23/04/19</p>	<p>PowerPoint summary report</p> <p>Providing data on: Top line summary and key take outs from the excel reports</p>
<p>Deliverable 1-4, 2014-2018 Data, Objective 1-4</p>	<p>08/05/19</p>	<p>Final summary report & Debrief</p> <p>Final reports with standalone summary of key points and presented output and interpretations</p>
<p>Deliverable 5, 2014-2018 Data, Objective 2,3,4</p>	<p>31/05/19</p>	<p>Infographic</p> <p>Providing a summary of key trends from the reports in an easy to share format.</p>
		<p>Delivery dates provided are based on the contract award date of 15th March 2019 as provided in the tender specification. The dates for the infographic are dependent on receiving feedback on data of interest from the Food Standard Agency Northern Ireland</p>

4: ORGANISATIONAL EXPERIENCE, EXPERTISE and STAFF EFFORT

A. PARTICIPATING ORGANISATIONS' PAST PERFORMANCE

Please provide evidence of up to three similar projects that the project lead applicant and/or members of the project team are currently undertaking or have recently completed. Please include:

- The start date (and if applicable) the end date of the project(s)
- Name of the client who commissioned the project?
- Details of any collaborative partners and their contribution
- The value
- A brief description of the work carried out.
- How the example(s) demonstrate the relevant skills and/or expertise.
- What skills the team used to ensure the project (s) were successfully delivered.

Project 1

2006-2012 Food and Drink Purchasing in Northern Ireland
Commissioned by FSA in NI

Longitudinal household purchase data for Northern Ireland for the years 2006-2012 with nutrition, promotion, retailer and demographic detail.

Project 2

2012-2016 Food and Drink Purchasing in Northern Ireland – Update to report mentioned above in Project 1
Commissioned by FSA in NI

Longitudinal household purchase data for Northern Ireland for the years 2012-2016 with nutrition, promotion, retailer and demographic detail.

Project 3

2017 Food and Drink Sugar Reduction Dataset for Public Health England
(see Ref Document: FS304003 Purchasing of take home food and drink for households in NI, Alex Rowberry, Part 4A, Sugar_reduction_progress_report)

Commissioned by Public Health England – please note Kantar Worldpanel supplied only the Take Home food and drink data for this report, Out Of Home data was supplied by a separate company

Public Health England commissioned Kantar Worldpanel to deliver a product level dataset with purchase volume and nutritional information for all take home food and drink products purchased in 2017, to track sugar reduction amongst categories included in PHE’s Sugar Reduction Programme as part of the Government’s Childhood Obesity Plan.

Please note, it’s not Kantar Worldpanel’s policy to share details of client projects including costs. These examples are either with the FSA in NI or published reports.

B.

Named Staff Members and

Details of their Specialism and expertise

For each participating organisation on the project team please list:- the names and grades of all staff who will work on the project together with details of their specialism and expertise, their role in the project and details of up to 4 of their most recent, relevant published peer reviewed papers (where applicable). If new staff will be hired to deliver the project, please detail their grade, area/(s) of specialism and their role in the project team.

Lead Applicant

Kantar Worldpanel

Named staff members, details of specialism and expertise.

[Redacted content]

[Redacted content]

Participant Organisation 1	
Named staff members, details of specialism and expertise.	

C. STAFF EFFORT
In the table below, please detail the staff time to be spent on the project (for every person named in section above) and their role in delivering the proposal. If new staff will be hired in order to deliver the project please include their grade, name and the staff effort required.

Name and Role of Person where known/ Role of person to be recruited	Working hours per staff member on this project
[Redacted]	[Redacted]

5: PROJECT MANAGEMENT

Please fully describe how the project will be managed to ensure that objectives and deliverables will be achieved on time and on budget. Please describe how different organisations/staff will interact to deliver the desired outcomes. Highlight any in-house or external accreditation for the project management system and how this relates to this project.

The data for this project has already been collected and checked by Kantar Worldpanel as part of their usual operations and is available for analysis.

Some of the Quality controls in place:

- Quality control procedures include regular monitoring of the following:
 - o Sample structure, size, and representativeness
 - o Data capture performance (including number of shopping trips, time taken to record, number of items recorded)
 - o Panel continuity
 - o Kit and transmission
 - o Barcode matching and identification
 - o Extreme purchasing
- Panel communication team – encourage response and remove those with poor data
 - o Track purchasing patterns and investigate if changes occur
 - o Regular communication with panelists about their scanning compliance
- Eligibility into the final data is based on volume and spend, based on similar sized households, and panelists will not be used if reasons to suspect poor compliance
- Trends are validated by manufacturers and retailers buying the data, using their ex-factories and retail audit data

There are a series of automated and manual checks on the nutritional values collected including minimum and maximum nutrient ranges by category and investigation of any significant changes in values or overall trends reported.

Product images are stored for a large proportion of take home food and drink products to allow for validation and queries.

The 2017 and 2018 data has been collected and is now available for the analysis and delivery as laid out in this proposal.

There will also be a series of checks on the final project output covering category definitions, data analysis, robustness and reporting

Robustness checks will cover the required categories and the detail on demographics, promotions and retailers by category.

Categories which fall below usual sample size robustness will have data highlighted or suppressed.

6. RISK MANAGEMENT

In the table provided, please identify all relevant risks in delivering this project on time and to budget. Briefly outline what steps will be taken to minimise these risks and how they will be managed by the project team. Please add more lines as required

Identified risk	Likelihood of risk (high, medium, low)	Impact of Risk (high, medium, low)	Risk management strategy
Kantar Worldpanel to cease trading	Low	High	Low risk as a viable organisation and part of the WPP group.
External events such as cyber or terrorist attacks	Low	High	Low risk and planned for
Staff illness	Low	Medium	Inclusion of wider Kantar team in project
Staff changes	Low	Medium	Kantar's approach to recruitment and people development ensures similarly qualified people will replace any key personnel leaving over the contract term. There will be special focus on establishing any new senior contacts allocated to the FSA NI project. Alex Rowberry, Cathy Capelin and David Berry have worked for Kantar Worldpanel for 10+ years and have no immediate plans to change roles.
Data quality	Low	Medium	Low risk as Kantar Worldpanel are utilising many data checking methods to ensure the data provided is as accurate as possible.

7. Quality Management

A. QUALITY MANAGEMENT

Please provide details of the measures that will be taken to manage and assure the quality of work. You should upload your Quality Assurance policy in the supporting documents section of your application.

This should include information on the quality assurance (QA) systems, , which have been implemented or are planned, and should be appropriate to the work concerned. All QA systems and procedures should be clear and auditable, and may include compliance with internationally accepted quality standards specified in the ITT e.g. ISO 9001 and ISO17025.

Specific to science projects and where relevant, applicants must indicate whether they would comply with the [Joint Code of Practice for Research](#) (JCoPR). If applicants do not already fully comply with the JCoPR please provide a statement to this effect to provide an explanation of how these requirements will be met. The FSA reserves the right to audit projects against the code and other quality standards

The lead principle investigator is responsible for all work carried out in the project; (including work supplied by sub-contractors) and should therefore ensure that the project is carried out in accordance with the Joint Code of Practice

Usual quality controls on data as listed in Approach/Scope of work

B. ETHICS

Please identify the key ethical issues for this project and how these will be managed. Please respond to any issues raised in the Specification document

Please describe the ethical issues of any involvement of people, human samples, animal research or personal data in this part. In addition, please describe the ethical review and governance arrangements that would apply to the work done.

Applicants are reminded that, where appropriate, the need to obtain clearance for the proposed project from their local ethics committee. This is the responsibility of the project Lead Applicant. However, if a sub-contractor requires such clearance the project Lead Applicant should ensure that all relevant procedures have been followed. If there are no ethical issues please state this

There are no ethical issues identified as part of this project

C. DATA PROTECTION

Please identify any specific data protection issues for this project and how these will be managed. Please respond to any specific issues raised in the Specification document.

Please note that the successful Applicant will be expected to comply with the Data Protection Act (DPA) 1998 and ensure that any information collected, processed and transferred on behalf of the FSA, will be held and transferred securely.

In this part please provide details of the practices and systems which are in place for handling data securely including transmission between the field and head office and then to the FSA. Plans for how data will be deposited (i.e. within a community or institutional database/archive) and/or procedures for the destruction of physical and system data should also be included in this part (this is particularly relevant for survey data and personal data collected from clinical research trials). The project Lead Applicant will be responsible for ensuring that they and any sub-contractor who processes or handles information on behalf of the FSA are conducted securely.

Although data is collected from individual sample households, the data is then collated and weighted to represent all NI households and no data on individuals will be provided as part of the project

D. SUSTAINABILITY

The Food Standards Agency is committed to improving sustainability in the management of operations. Procurement looks to its suppliers to help achieve this goal. You will need to demonstrate your approach to sustainability, in particular how you will apply it to this project taking into account economic, environmental and social aspects. This will be considered as part of our selection process and you must upload your organisations sustainability policies into the eligibility criteria in Bravo.

Please state what(if any) environmental certification you hold or briefly describe your current Environmental Management System (EMS)

Please see attached WPP Annual Review with sustainability information included (Pages 30 – 62) (Ref Document: FS304003 Purchasing of take home food and drink for households in NI, [REDACTED], Part 7D, Sustainability, WPP_ar_2017_annual_report)

E. DISSEMINATION AND EXPLOITATION (Science Projects Only)

Where applicable please indicate how you intend to disseminate the results of this project, including written and verbal communication routes if appropriate. Applicants are advised to think carefully about how their research aligns with the FSA strategy, what is the impact that their research has on public health/ consumers and decide how the results can best be communicated to the relevant and appropriate people and organisations in as cost-effective manner as possible. Please provide as much detail as possible on what will be delivered. Any costs associated with this must be documented in the Financial Template.

The applicant should describe plans for the dissemination of the results for the project team as a whole and for individual participants. Details should include anticipated numbers of publications in refereed journals, articles in trade journals etc., presentations or demonstrations to the scientific community, trade organisations and internal reports or publications. Plans to make any information and/or reports available on the internet with the FSA's permission are also useful, however, this does not remove the requirement for Tenderers to think how best to target the output to relevant groups.

If a final report is part of the requirement, please make sure, as part of the executive summary, that aims and results are clear to the general audience and that the impact of the research on public health/consumers and it's alignment to FSA priorities is clearly stated.

Please note that permission to publish or to present findings from work supported by the FSA must be sought in advance from the relevant FSA Project Officer. The financial support of the FSA must also be acknowledged.

Please indicate whether any Intellectual Property (IP) may be generated by this project and how this could be exploited. Please be aware the FSA retains all rights to the intellectual property generated by any contract and where appropriate may exploit the IP generated for the benefit of public health.

In this part Applicants should demonstrate the credibility of the partnership for exploitation of the results and explain the partnership's policy in respect of securing patents or granting licenses for the technology (if applicable). It should deal with any possible agreements between the partners to extend their co-operation in the exploitation phase and with relevant agreements with companies, in particular users, external to the partnership

Kantar Worldpanel own the IP rights to the data supplied in this project. Kantar's business model is to produce the data and then sell it on a syndicated basis so will sell similar data to other parties if requested. The output may be included by Kantar Worldpanel in general presentations but there are no plans to publish in academic papers.

The FSA in NI can use the output in publications with the agreement of Kantar Worldpanel if Kantar is named as the source of information. Publication of data on individual brands and retailers is restricted

Annex 4 – Supplier’s Financial Proposal

Will you charge the Agency VAT on this proposal?

Yes

Please state your VAT registration number:

GB 210 3254 28

Project Costs Summary Breakdown by Participating Organisations

Please include only the cost to the FSA.

Organisation	VAT Code*	Total (£)
<i>Kantar Worldpanel</i>	STD	£96,608.00

Total Project Costs (excluding VAT) **	£96,608.00
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* Please indicate zero, exempt or standard rate. VAT charges not identified above will not be paid by the FSA

** The total cost figure should be the same as the total cost shown in table 4

** The total cost figure should be the same as the total cost shown below and in the Schedule of payments tab.

Project Costs Summary

Staff Costs	£ [REDACTED]
Overhead Costs	£ [REDACTED]
Consumables and Other Costs	£ [REDACTED]
Travel and Subsistence Costs	£ [REDACTED]
Other Costs - Part 1	[REDACTED]
Other Costs - Part 2	[REDACTED]

Total Project Costs	£96,608.00
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Staff Costs Table

*This should reflect details entered in your technical application section 4C. Please note that FSA is willing to accept pay rates based upon average pay costs. You will need to indicate where these have been used.

* Role or Position within the project	Participating Organisation	Daily Rate (£/Day)	* Daily Overhead Rate (£/Day)	Days to be spent on the project by all staff at this grade	Total Cost (incl. overheads)
Commercial Director	Kantar Worldpanel	██████████		██	██████████
Consumer Insight Director	Kantar Worldpanel	██████████		██	██████████
Client Manager/Support	Kantar Worldpanel	██████████		██	██████████
Total Labour Costs					██████████
* Total Overhead Costs (if not shown above)					

Travel and Subsistence Costs

Please provide a breakdown of the travel and subsistence costs you expect to incur during the project

Purpose of journey or description of subsistence cost	Frequency	Cost each (£)	Total Cost
Travel to FSA (Belfast) from Kantar Worldpanel Offices (London)	██	██████████	██████████
Travel to FSA (Belfast) from Kantar Worldpanel Offices (Dublin)	██	██████████	██████████
Total Travel and Subsistence Costs			██████████

The Pricing Schedule

Proposed Project Start Date	15-Mar-2019	Amount				
Invoice Due Date	Description as to which deliverables this invoice will refer to	*Net	** VAT Code	§ Duration from start of project (Weeks)	§ Duration from start of project (Date)	Financial Year
08-May-2019	Top-line and category nutrition report	██████████		■	08-May-2019	2019-20
08-May-2019	Demographic Report	██████████		■	08-May-2019	2019-20
08-May-2019	Promotional & Retailer Summary	██████████		■	08-May-2019	2019-20
08-May-2019	Draft Report	██		■	08-May-2019	2019-20
08-May-2019	Final Summary Report (20%)	██████████		■	08-May-2019	2019-20
		£ -				
Retention/Final Deliverable	***	██████████				

Total	£96,608.00	
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Summary of Payments

	Year 1	Year 2	
Financial Year	2018-19	2019-20	Total
Total Amount	£96,608.00	£ -	£96,608.00