CONTRACT FOR THE PROVISION OF:

Research project to explore the food industry's provision of allergen information to consumers for non-prepacked foods (follow up to the 2013 baseline).

Reference Number: FS403027

This document forms the contract for the Services between;

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

and

IFF Research ("Supplier"), St Magnus House, 3, Lower Thames Street, London, EC3R 6HD

to be effective from 25th November 2019 until 31st August 2020
unless varied by extension.

CONTENTS

1. TERMS and CONDITIONS 4
2. THE SERVICES 5
3. STANDARDS AND REGULATIONS 6
4. MATERIAL BREACH 7
5. NON-SOLICITATION 7
6. PARTIES RESPONSIBILITIES & OBLIGATIONS 8
7. CHARGES FOR ORDERED SERVICES 8
8. AMENDMENTS and VARIATIONS TO THIS CONTRACT 9
9. COMMUNICATIONS 10
10. TERM AND TERMINATION 10
11. CONSEQUENCES OF TERMINATION AND EXPIRY 10
12. WARRANTIES AND REPRESENTATIONS 10
13. LIMITATION OF LIABILITY 11
14. DATA PROTECTION 12
15. INTELLECTUAL PROPERTY RIGHTS 17
16. CONFIDENTIALITY 17
17. PUBLICITY 19
18. DISPUTE RESOLUTION 19
19. INSURANCE 20
20. RECOVERY OF SUMS DUE 21
21. STATUTORY REQUIREMENTS 21
22. STATUTORY INVALIDITY 21
23. ENVIRONMENTAL REQUIREMENTS 21
24. DISCRIMINATION 22
25. SUPPLIER'S SUITABILITY 22
26. OFFICIAL SECRETS ACTS 22
27. CORRUPT GIFTS AND PAYMENTS OF COMMISSION 22
28. TRANSFER AND SUB-CONTRACTING 23
29. RIGHTS OF THIRD PARTIES 24
30. CLIENT PROPERTY 24
31. SEVERABILITY 24
32. FREEDOM OF INFORMATION 24
33. FORCE MAJEURE 26

34. LEGISLATIVE CHANGE 27
35. CONFLICTS OF INTEREST 27
36. ASSIGNED STAFF 27
37. INVESTIGATIONS 27
38. STATUTORY AUDITORS' ACCESS 28
39. ELECTRONIC INSTRUCTION 28
40. WAIVER 28
41. LAW AND JURISDICTION 28
42. TRANSPARENCY 28
43. SECURITY PROVISIONS 29
45. EXIT MANAGEMENT 36
46. ENTIRE AGREEMENT 36

CONTRACT SCHEDULES

1. TERMS AND CONDITIONS
2. THE ORDERED SERVICES
3. SPECIFIC OBLIGATIONS (INCLUDING REVIEW MEETINGS)
4. PRICING SCHEDULE
5. INVOICE PROCEDURE
6. DISPUTE RESOLUTION
7. CONFIDENTIALITY UNDERTAKING
8. STAFF TRANSFER "TUPE"
9. COMMERCIALLY SENSITIVE INFORMATION
10. VARIATION NOTICE – REQUEST FOR VARIATION
11. EXIT MANAGEMENT
12. PROCESSING, PERSONAL DATA AND DATA SUBJECTS

CONTRACT

WHEREAS

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

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

CROWN REPRESENTATIVES

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

IT IS AGREED AS FOLLOWS:

1. TERMS and CONDITIONS

1.1 As used in this Contract:

a) the terms and expressions set out in Schedule 1 shall have the meanings set out therein;

b) the masculine includes the feminine and the neuter;

c) the singular includes the plural and vice versa; and

d) the words "include", "includes" and "including" are to be construed as if they were immediately followed by the words "without limitation".

1.2. A reference to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended by any subsequent statute, enactment, order, regulation or instrument or as contained in any subsequent re-enactment thereof.

1.3. A reference to any document other than as specified in Clause 1.2 shall be construed as a reference to the document as at the date of execution of this Contract.

1.4. Headings are included in this Contract for ease of reference only and shall not affect the interpretation or construction of this Contract.

1.5. References to "Clauses" and "Schedules" are, unless otherwise provided, references to the Clauses of and Schedules to this Contract.

1.6. Terms or expressions contained in this Contract which are capitalised but which do not have an interpretation in Schedule 1 shall be interpreted in accordance with the common interpretation within the legal services market where appropriate. Otherwise they shall be interpreted in accordance with the dictionary meaning.

1.7. In the event and to the extent only of any conflict or inconsistency in the provisions of the Clauses of this Contract and the provisions of the Schedules, the following order of precedence shall prevail:

a) the duly authorised Client Purchase Order;

b) the Schedules; and

c) this Contract

2. THE SERVICES

2.1. This Contract shall govern the overall relationship of the Supplier and the Client with respect to the provision of the Ordered Services.

2.2. The Supplier shall provide the Ordered Services and meet its responsibilities and obligations hereunder in accordance with the provisions of Schedule 2 (Ordered Services) and Schedule 3 (Specific Obligations).

2.3. Notwithstanding clause 2.1, the Supplier shall perform the Ordered Services to the agreed satisfaction of the Client's Representative.

2.4. The Supplier shall notify the Client as soon as it becomes aware of an event occurring or which it believes is likely to occur which will cause material delay to or materially impede the performance of any Ordered Services or any part thereof and the Supplier shall take all necessary steps consistent with good practice to obviate and/or minimise the delay to the Client.

2.5. In the event that the Supplier fails due to its Default to fulfill an obligation by the date specified in any Purchase Order for such fulfillment, the Supplier shall, at the request of the Client and without prejudice to the Client's other rights and remedies, arrange all such additional resources as are necessary to either obviate the delay or to fulfill the said obligation as early as practicable thereafter, at no additional charge to the Client.

2.6. In the event that any obligation of the Supplier specified in the Contract is delayed as a result of a Default by the Client, then:

a) The date associated with the relevant obligation(s) as specified in the Purchase Order (and the dates similarly associated with any subsequent obligations specified in the Purchase Order) shall be amended by a period of time equal to the period of such Client Default (or such other period as the parties agree in writing); and

b) Both parties shall use all reasonable endeavors to obviate and/or mitigate the impact of such delay and to recover any resultant delay to the performance of the Ordered Services.

2.7. Nothing in this document, or any Purchase Order, shall have the effect of making the Supplier or any of the Supplier's other employees or agents, the employee of the Client.

2.8. Nothing in this document or any Purchase Order shall constitute the parties as partners of each other.

3. STANDARDS AND REGULATIONS

3.1. The Supplier shall at all times comply with the Health and Safety provisions, security requirements and personal conduct obligations, of any premises visited and shall exercise all due care and attention when visiting such premises.

3.2. The Supplier shall comply with all applicable national and local laws and regulations (including Data Protection Requirements) and obtain and maintain at its own cost throughout the duration of the Contract all the consents (including Data Protection Requirements), licences, permits and approvals which are necessary for the Supplier to perform its duties under this Contract and to enable the provision of the Ordered Services.

3.3. Without prejudice to the provisions of Clause 3.2, the Supplier shall ensure that he/she does not work in excess of the working time limits specified in the Working Time Regulations 1998. The Supplier shall maintain appropriate records regarding their working hours. Without prejudice to the obligations under this Clause 3.3, the Supplier shall make available to the Client any information of which it is aware concerning appointments held by an individual concurrently with the obligations of this Contract.

3.4. The Supplier shall be responsible for the administration and deduction of any income tax and national insurance in respect of payments made to such individuals, including in respect of any obligations under the Pay As You Earn system. The Supplier will, or procure that its Sub-Suppliers will, account to the appropriate authorities for any income tax, national insurance (if any), VAT and all other liabilities, charges and duties arising out of any payment made to the Supplier under any Purchase Order. The Supplier will indemnify and keep indemnified the Client against any income tax, national insurance (if any), VAT or any other tax liability including any interest, penalties or costs incurred in connection with the same which may at any time be levied, demanded or assessed on the Client by any statutory Agency in respect of payments made to the Supplier.

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

4. MATERIAL BREACH

4.1. If the Supplier: -

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

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

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

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

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

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

4.2. Upon receipt of a notice under Clause 4.1 the Supplier shall immediately cease all activities in connection with the Client's instructions.

4.3. Notwithstanding the foregoing, the Client may, at any time, deny access to the Client's or its associates' premises without giving any reason for doing so.

4.4. Any activities performed prior to cessation under 4.1 shall be reimbursed on a *quantum meruit* basis.

5. NON-SOLICITATION

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

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

6. PARTIES RESPONSIBILITIES & OBLIGATIONS

The responsibilities for the Parties are set out in Schedule 2 and Schedule 3

7. CHARGES FOR ORDERED SERVICES

7.1. All engagements of the Supplier by the Client, of whatever nature, under the terms of the Agreement must be confirmed by means of a Purchase Order before commencement of the work.

7.2. All Charges on any Purchase Order placed under the terms and conditions of this Contract shall utilise the rates as per Schedule 4 as their basis.

7.3. In consideration of the performance of the Ordered Services in accordance with this Contract, the Client shall pay the Charges in accordance with the Invoicing Procedure.

7.4. Payment shall be made within thirty (30) days of receipt by the Client (at its nominated address for invoices) of a valid invoice (which shall be issued in arrears) from the Supplier.

7.5. The Charges are exclusive of Value Added Tax. The Client shall pay the Value Added Tax on the Charges at the rate and in the manner prescribed by law, from time to time.

7.6. "VAT on VAT" Prevention:

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

a) the Supplier has incurred expenditure for goods or services from a third-party provider in respect of which the Supplier is entitled to reimbursement by the Client under the Contract; and

b) the third-party provider with whom the expenditure has been incurred has charged the Supplier UK VAT on the price of the relevant goods or services;

7.7. Interest shall be payable on any late payments under the Contract in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.

7.8. The Supplier shall follow the Purchase Order and Invoice process as set out in Schedule 5. All invoices must reference the duly authorised Purchase Order number. Any invoices which do not reference the Purchase Order number shall be returned as unacceptable.

7.9. The Supplier shall continuously indemnify the Client against any liability, including any interest, penalties or reasonable costs incurred which is levied, demanded or assessed on the Client at any time in respect of the Supplier's failure to account for or to pay any Value Added Tax relating to payments made to the Supplier under this Contract. Any amounts due under this Clause 7.8 shall be paid in cleared funds by the Supplier to the relevant Agency not less than five (5) Working Days before the date upon which the tax or other liability is payable by the Client.

7.10. The Supplier shall accept the Government Procurement Card (GPC) as a means of payment for Ordered Services where GPC is agreed with the Client to be a suitable means of payment.

7.11. The Supplier shall accept payment electronically via the Banks Automated Clearing Service (BACS).

7.12. Euro

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

7.13. Efficiency

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

8. AMENDMENTS and VARIATIONS TO THIS CONTRACT

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

9. COMMUNICATIONS

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

10. TERM AND TERMINATION

10.1. This Contract shall take effect from the agreed start date and shall terminate when all requirements are satisfied.

10.2. The contract shall be subject to termination for convenience by either party subject to three months notice.

10.3. The Client may at any time by notice in writing terminate any Purchase Order, or a part thereof, at 20 days notice without charge. Terminations at less than 20 days notice shall be subject to the Supplier's standard terms and conditions

11. CONSEQUENCES OF TERMINATION AND EXPIRY

11.1. In the event of termination in accordance with Clauses 10.2 or 10.3 the Client shall reimburse the Supplier any Charges incurred prior to termination which are wholly, reasonably and properly chargeable by the Supplier in connection with the Contract. The Client shall not be liable to pay any severance payment or compensation to the Supplier for loss of profits suffered as a result of the termination. Determination of such Charges shall be on a *quantum meruit* basis.

11.2. Termination, or partial termination, or expiry in accordance with Clause 10 shall not prejudice or affect any right of action or remedy that shall have accrued or shall thereafter accrue to either party.

11.3. In the event of termination of the Contract for any reason:

a) the Supplier shall return to the Client all Client Property and all Client Data and other items belonging to the Client in its possession;

b) subject to the payment of the appropriate portion for work completed, the Supplier shall provide the Client with a copy of all work undertaken to date (whether completed or not). and

c) Upon expiry or termination for any reason, the Supplier shall render reasonable assistance to the Client (and any third parties appointed by the Client) if requested, to the extent necessary to effect an orderly cessation of the Services.

12. WARRANTIES AND REPRESENTATIONS

12.1. The Supplier warrants and represents that:

a) it has full capacity and all necessary consents to enter into and to perform the duties as specified herein;

b) this Contract shall be performed in compliance with all applicable laws, enactments, orders, regulations and other similar instruments as amended from time to time;

c) the Supplier warrants that the Ordered Services shall be provided and carried out by appropriately experienced, qualified and trained personnel with all due skill, care and diligence;

d) it shall discharge its obligations hereunder with all due skill, care and diligence including good industry practice and (without limiting the generality of this Clause 12, in accordance with its own established internal procedures;

e) it owns, has obtained or shall obtain valid licences for all Intellectual Property Rights that are necessary for the performance of this Contract and the use of the Ordered Services by the Client;

f) it has taken and shall continue to take all reasonable steps, in accordance with good industry practice, to prevent the introduction, creation or propagation of any disruptive element (including any virus, worm and/or trojan horse) onto the Ordered Service and into systems, data, software or Confidential Information (held in electronic form) owned by or under the control of, or used by, the Client;

g) it shall take all reasonable measures to avoid any and all data loss and data corruption during the provision of the Ordered Services in accordance with good industry practice;

13. LIMITATION OF LIABILITY

13.1. Neither the Client nor the Supplier excludes or limits liability to the other for death or personal injury arising from its negligence or any breach of any obligations implied by Section 12 of the Sale of Goods Act 1979 or Section 2 of the Supply of Goods and Services Act 1982 or for fraud or fraudulent misrepresentation.

13.2. Nothing in this Clause 13 shall be taken as limiting the liability of the Supplier in respect of Clause 14, Clause 15, and Clause 16.

13.3. In respect of any claims of liability arising out of the willful default of the Supplier, its employees, servants, the Supplier will have unlimited liability for all reasonably foreseeable loss suffered by the Client as a result of such act, omission or event giving rise to the claim.

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

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

a) indirect or consequential loss or damage; and/or

b) loss of profits, business, revenue, goodwill or anticipated savings.

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

a) reasonable additional operational and administrative costs and expenses;

b) any reasonable costs or expenses rendered nugatory; and

c) damage due to the loss of data, but only to the extent that such losses relate to the costs of working around any loss of data and the direct costs of recovering or reconstructing such data,

resulting directly from the Default of the other party.

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

14. DATA PROTECTION

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

14.2. The Supplier shall be liable for and shall indemnify (and keep indemnified) the Client against each and every action, proceeding, liability, reasonable cost, claim, loss, reasonable expense (including reasonable legal fees and disbursements on a solicitor and Agency basis) and demand incurred by the Client which arise directly or in connection with the Supplier's data processing activities under this Contract, including without limitation those arising out of any third party demand, claim or action, or any breach of contract, negligence, fraud, willful misconduct, breach of statutory duty or non-compliance with any part of the Data Protection Requirements by the Supplier or its employees, servants, agents or Sub-Suppliers.

14.3 The Parties acknowledge that for the purposes of the Data Protection Legislation, the Client is the Controller and the Supplier is the Processor unless otherwise specified in Schedule 12. The only processing that the Processor is authorised to do is listed in Schedule 12 by the Controller and may not be determined by the Processor.

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

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

(a) a systematic description of the envisaged processing operations and the purpose of the processing;

(b) an assessment of the necessity and proportionality of the processing operations in relation to the Services;

(c) an assessment of the risks to the rights and freedoms of Data Subjects; and

(d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.

14.6 The Processor shall, in relation to any Personal Data processed in connection with its obligations under this Agreement:

(a) process that Personal Data only in accordance with Schedule 12, unless the Processor is required to do otherwise by Law. If it is so required the Processor shall promptly notify the Controller before processing the Personal Data unless prohibited by Law;

(b) ensure that it has in place Protective Measures, which are appropriate to protect against a Data Loss Event, which the Controller may reasonably reject (but failure to reject shall not amount to approval by the Controller of the adequacy of the Protective Measures), having taken account of the:

(i) nature of the data to be protected;

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

(iii) state of technological development; and

(iv) cost of implementing any measures;

(c) ensure that :

(i) the Processor Personnel do not process Personal Data except in accordance with this Agreement (and in particular Schedule 12;

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

(A) are aware of and comply with the Processor's duties under this clause;

(B) are subject to appropriate confidentiality undertakings with the Processor or any Sub-processor;

(C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third Party unless directed in writing to do so by the Controller or as otherwise permitted by this Agreement; and

(D) have undergone adequate training in the use, care, protection and handling of Personal Data; and

(d) not transfer Personal Data outside of the EU unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:

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

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

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

(viii) the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the processing of the Personal Data;

(e) at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the Agreement unless the Processor is required by Law to retain the

Personal Data.

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

(a) receives a Data Subject Access Request (or purported Data Subject Access Request);

(b) receives a request to rectify, block or erase any Personal Data;

(c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;

(d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Agreement;

(e) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or

(f) becomes aware of a Data Loss Event.

14.8 The Processor's obligation to notify under clause 1.5 shall include the provision of further information to the Controller in phases, as details become available.

14.9 Taking into account the nature of the processing, the Processor shall provide the Controller with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under clause 1.5 (and insofar as possible within the timescales reasonably required by the Controller) including by promptly providing:

(a) the Controller with full details and copies of the complaint, communication or request;

(b) such assistance as is reasonably requested by the Controller to enable the Controller to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;

(c) the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;

(d) assistance as requested by the Controller following any Data Loss Event;

(e) assistance as requested by the Controller with respect to any request from the Information Commissioner's Office, or any consultation by the Controller with the Information Commissioner's Office.

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

(a) the Controller determines that the processing is not occasional;

(b) the Controller determines the processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; and

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

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

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

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

(a) notify the Controller in writing of the intended Sub-processor and processing.

(b) obtain the written consent of the Controller;

(c) enter into a written agreement with the Sub-processor which give effect to the terms set out in this clause such that they apply to the Sub-processor; and

(d) provide the Controller with such information regarding the Sub-processor as the Controller may reasonably require.

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

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

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

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

15. INTELLECTUAL PROPERTY RIGHTS

15.1. Save as granted under this Contract, neither the Client nor the Supplier shall acquire any right, title or interest in the other's Pre-Existing Intellectual Property Rights respectively save that each party hereby grants a license to the other party to use its Pre-Existing Intellectual Property Rights to the extent necessary to perform its obligations under this Contract.

15.2. All Intellectual Property Rights that are created by the Supplier in the provision of the Services to the Client shall be proprietary to and owned by the Client and the Supplier shall enter into such documentation and perform such acts as the Client shall request to properly vest such Intellectual Property Rights in the Client. Accordingly the Supplier hereby assigns (by way of present assignment of future intellectual property rights) all such Intellectual Property Rights.

15.3. The Supplier shall procure that the provision of the Ordered Services shall not infringe any Intellectual Property Rights of any third party.

15.4. The Supplier shall indemnify the Client against all claims, demands, actions, costs, expenses (including legal costs and disbursements on a solicitor and Agency basis), losses and damages arising from or incurred by reason of any infringement or alleged infringement (including the defence of such alleged infringement) of any Intellectual Property Right in connection with the provision of the Ordered Services, except to the extent that such liabilities have resulted directly from the Client failure properly to observe its obligations under this Clause 15.

15.5. Each of the parties shall notify the other if it receives notice of any claim or potential claim relating to the other party's Pre-Existing Intellectual Property Rights

16. CONFIDENTIALITY

16.1. Without prejudice to the application of the Official Secrets Acts 1911 to 1989 to any Confidential Information, the Client and the Supplier acknowledge that any Confidential Information originating from:

a) the Client, its servants or agents is the property of the Client; and

b) the Supplier, its employees, servants or agents is the property of the Supplier.

16.2. The Supplier and the Client shall procure that:

a) any person employed or engaged by them (in connection with this Contract in the course of such employment or engagement) shall only use Confidential Information for the purposes of this Contract;

b) any person employed or engaged by them in connection with this Contract shall not, in the course of such employment or engagement, disclose any Confidential Information to any third party without the prior written consent of the other party;

c) they shall take all necessary precautions to ensure that all Confidential Information is treated as confidential and not disclosed (save as aforesaid) or used other than for the purposes of this Contract by their employees, servants, agents or Sub-Suppliers; and

d) without prejudice to the generality of the foregoing neither the Client nor the Supplier nor any person engaged by them whether as a servant or a consultant or otherwise shall use the Confidential Information for the solicitation of business from the other or from any third party.

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

a) is or becomes public knowledge other than by breach of this Clause 16; or

b) is in the possession of the recipient without restriction in relation to disclosure before the date of receipt from the disclosing party; or

c) is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure; or

d) is independently developed without access to the Confidential Information; or

e) must be disclosed pursuant to a statutory, legal or parliamentary obligation placed upon the party making the disclosure, including any requirements for disclosure under the Freedom of Information Act 2000 or the Environmental Information Regulations 2004.

f) is required to be disclosed by a competent regulatory Agency (including the Law Society or Solicitors Disciplinary Tribunal) or pursuant to any applicable rules of professional conduct.

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

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

b) to any consultant, Supplier or other person engaged by the Client in connection herewith, provided that the Client shall have required that such information be treated as confidential by such consultant, Supplier or other person, together with their servants including, where appropriate, requiring servants to enter into a confidentiality agreement prior to disclosure of the Confidential Information and the Client shall have no further liability for breach of confidentiality in respect of consultants, Suppliers or other people.

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

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

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

17. PUBLICITY

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

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

18. DISPUTE RESOLUTION

18.1. Subject to the provisions of Clause 18.2, any dispute arising under, or in connection with this Contract shall be dealt with in accordance with this Clause 18, and neither the Client nor the Supplier shall be entitled to commence or pursue any legal proceedings under the jurisdiction of the courts in connection with any such dispute, until the procedures set out in this Clause 18 have been exhausted.

18.2. Clause 18.1 shall be without prejudice to the rights of termination stated in Clause 10 and in addition shall not prevent the Client or the Supplier from applying for injunctive relief in the case of:

a) breach or threatened breach of confidentiality;

b) infringement or threatened infringement of its Intellectual Property Rights; or

c) Infringement or threatened infringement of the Intellectual Property Rights of a third party, where such infringement could expose the Client or the Supplier to liability.

18.3. All disputes between the Client and the Supplier arising out of or relating to any Purchase Order shall be referred by Client's Representative or the nominated head of the Supplier's Accountant Management Team to the other for resolution.

18.4. If any dispute cannot be resolved pursuant to the provisions of Clause 18.3 within ten (10) Working Days either party may refer the dispute to the Client's Head of Procurement for resolution.

18.5. If any dispute cannot be resolved pursuant to the provisions of Clause 18.4 within ten (10) Working Days, then either party may refer the dispute to mediation and if necessary thereafter to the courts in accordance with the provisions of Schedule 6.

19. INSURANCE

19.1. The Supplier shall effect and maintain policies of insurance to provide a level of cover sufficient for all risks which may be incurred by the Supplier under this Contract, including death or personal injury, or loss of or damage to property.

19.2. The Supplier shall hold employer's liability insurance in respect of its employees in accordance with any legal requirement for the time being in force.

19.3. The Supplier shall produce to the Client's Representative, within five (5) Working Days of request, copies of all insurance policies referred to in Clause 19.1 and Clause 19.2 or such other evidence as agreed between the Client and the Supplier that will confirm the extent of the cover given by those policies, together with receipts or other evidence of payment of the latest premiums due under those policies.

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

20. RECOVERY OF SUMS DUE

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

a) this Contract;

b) any other agreement between the Supplier and the Client;

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

21. STATUTORY REQUIREMENTS

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

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

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

22. STATUTORY INVALIDITY

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

23. ENVIRONMENTAL REQUIREMENTS

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

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

24. DISCRIMINATION

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

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

25. SUPPLIER'S SUITABILITY

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

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

26. OFFICIAL SECRETS ACTS

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

27. CORRUPT GIFTS AND PAYMENTS OF COMMISSION

27.1. The Supplier shall not:

a) offer or give or agree to give any person in Her Majesty's Service any gift or consideration of any kind as an inducement or reward for doing, forbearing to do, or for having done or forborne to do any act in relation to the obtaining or execution of this Contract or any other contract for Her Majesty's Service or for showing favour or disfavour to any person in relation to this or any other contract for Her Majesty's Service;

b) enter into this Contract or any other contract with a person in Her Majesty's Service in connection with which commission has been paid or agreed to be paid by him or on his behalf, or to his knowledge, unless before this Contract are accepted, made particulars of any such commission and of the terms and conditions of any agreement for the payment thereof have been disclosed in writing to the Client.

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

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

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

a. Corruptly offers, gives or agrees to give to anyone any inducement or reward in respect of this Contract; or

b. Commits an offence under the Bribery Act 2010.

28. TRANSFER AND SUB-CONTRACTING

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

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

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

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

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

29. RIGHTS OF THIRD PARTIES

29.1. To the extent that this Contract are expressed to confer rights or benefits on a party who is not a party to this Contract, that party shall by virtue of the Contracts (Rights of Third Parties) Act 1999, be entitled to enforce those rights as if it was a party to this Contract. For the avoidance of doubt the consent of any person other than the Client (or the Supplier, as the case may be) is not required to vary or terminate this Contract.

29.2. Except as provided in Clause 29.1, a person who is not a party to this Contract shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Contract. This Clause 29.2 does not affect any right or remedy of any person that exists or is available otherwise than pursuant to that Act.

30. CLIENT PROPERTY

30.1. All Client Property shall remain the property of the Client and shall be used only for the purposes of the Contract.

30.2. The Supplier undertakes the safe custody of and the due return of all Client Property and shall be responsible for all reasonably foreseeable loss thereof from whatever cause and shall indemnify the Client against such loss.

30.3. Neither the Supplier, nor any SubSupplier nor any other person shall have a lien on any Client Property for any sum due to the Supplier, SubSupplier or other person and the Supplier shall take all reasonable steps to ensure that the title of the Client and the exclusion of any such lien are brought to the notice of all SubSuppliers and other persons dealing with any Client Property

31. SEVERABILITY

Subject to the provisions of Clause22, if any provision of this Contract is held invalid, illegal or unenforceable for any reason, such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if this Contract had been accepted with the invalid provision eliminated. In the event of a holding of invalidity so fundamental as to prevent the accomplishment of the purpose of this Contract, the Client and the Supplier shall immediately commence good faith negotiations to remedy such invalidity.

32. FREEDOM OF INFORMATION

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

32.2. The Supplier shall, and shall procure that its Sub-Suppliers shall:

- transfer to the Client all Requests for Information that it receives as soon as practicable and in any event within two Working Days of receiving a Request for Information;
- provide the Client with a copy of all Information in its possession, or power in the form that the Client requires within five Working Days (or such other period as the Client may specify) of the Client's request; and
- provide all necessary assistance as reasonably requested by the Client to enable the Client to respond to the Request for Information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the Environmental Information Regulations.

32.3. The Client shall be responsible for determining in its absolute discretion and notwithstanding any other provision in this Contract or any other contract whether the Commercially Sensitive Information and/or any other information is exempt from disclosure in accordance with the provisions of the Code of Practice on Government Information, FOIA or the Environmental Information Regulations.

32.4. In no event shall the Supplier respond directly to a Request for Information unless expressly authorised to do so by the Client.

32.5. The Supplier acknowledges that (notwithstanding the provisions of Clause 42 – Transparency, the Client may, be obliged under the FOIA, or the Environmental Information Regulations to disclose information concerning the Supplier or the Services:

- in certain circumstances without consulting the Supplier; or
- following consultation with the Supplier and having taken their views into account;

provided always that where [reference] applies the Client shall, in accordance with any recommendations of the Code, take reasonable steps, where appropriate, to give the Supplier advanced notice, or failing that, to draw the disclosure to the Supplier's attention after any such disclosure.

32.6. The Supplier shall ensure that all Information is retained for disclosure and shall permit the Client to inspect such records as requested from time to time.

32.7. The Supplier acknowledges that the Commercially Sensitive Information listed in Schedule 9 (if any) is of indicative value only and that the Client may be obliged to disclose it in accordance with clause 32.

33. FORCE MAJEURE

33.1. For the purposes of this Contract the expression "Force Majeure" shall mean any cause affecting the performance by either the Client or the Supplier of its obligations arising from acts, events, omissions, happenings or non-happenings beyond its reasonable control including (but without limiting the generality thereof) governmental regulations, fire, flood, or any disaster or an industrial dispute affecting a third party for which a substitute third party is not reasonably available. Any act, event, omission, happening or non-happening will only be considered Force Majeure if it is not attributable to the willful act, neglect or failure to take reasonable precautions of the affected party, its employees, servants or agents or the failure of either the Client or the Supplier to perform its obligations under any Purchase Order.

33.2. It is expressly agreed that any failure by the Supplier to perform or any delay by the Supplier in performing its obligations under any Purchase Order which results from any failure or delay in the performance of its obligations by any person, firm or company with which the Supplier shall have entered into any contract, supply arrangement or Sub-Contract or otherwise shall be regarded as a failure or delay due to Force Majeure only in the event that such person firm or company shall itself be prevented from or delayed in complying with its obligations under such Purchase Order, supply arrangement or Sub-Contract or otherwise as a result of circumstances of Force Majeure.

33.3. Both the Client and the Supplier agree that any acts, events, omissions, happenings or non-happenings resulting from the adoption of the Euro by the United Kingdom government shall not be considered to constitute Force Majeure under this Contract.

33.4. Neither the Client nor the Supplier shall in any circumstances be liable to the other for any loss of any kind whatsoever including but not limited to any damages or abatement of Charges whether directly or indirectly caused to or incurred by the other party by reason of any failure or delay in the performance of its obligations which is due to Force Majeure. Notwithstanding the foregoing, both the Client and the Supplier shall use all reasonable endeavors to continue to perform, or resume performance of, (and having resumed to catch up to the required level of performance existing immediately prior to the Force Majeure event), such obligations hereunder for the duration of such Force Majeure event.

33.5. If either the Client or the Supplier become aware of circumstances of Force Majeure which give rise to or which are likely to give rise to any such failure or delay on its part it shall forthwith notify the other by the most expeditious method then available and shall inform the other of the period which it is estimated that such failure or delay shall continue.

33.6. It is hereby expressly declared that the only events that shall afford relief from liability for failure or delay shall be any event qualifying for Force Majeure hereunder.

34. LEGISLATIVE CHANGE

34.1. The Supplier shall bear the cost of ensuring that the Ordered Services shall comply with all applicable statutes, enactments, orders, regulations or other similar instruments and any amendments thereto, except where any such amendment could not reasonably have been foreseen by the Supplier at the date hereof.

34.2. Where such reasonably unforeseeable amendments are necessary, the Client and the Supplier shall use all reasonable endeavors to agree upon reasonable adjustments to the Charges as may be necessary to compensate the Supplier for such additional costs as are both reasonably and necessarily incurred by the Supplier in accommodating such amendments.

35. CONFLICTS OF INTEREST

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

36. ASSIGNED STAFF

36.1. As soon as the Supplier becomes aware of any intended changes to the Account Management Team, they shall inform the Client Representative.

36.2. The Client may require the Supplier to attend a meeting and/or submit written notification of the steps it intends to take to mitigate any issues which may result from such changes.

37. INVESTIGATIONS

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

38. STATUTORY AUDITORS' ACCESS

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

39. ELECTRONIC INSTRUCTION

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

40. WAIVER

40.1. The failure of the Supplier or the Client to insist upon strict performance of any provision of this Contract or to exercise any right or remedy to which it is entitled hereunder, shall not constitute a waiver thereof and shall not cause a diminution of the obligations established by this Contract.

40.2. A waiver of any default shall not constitute a waiver of any other default.

40.3. No waiver of any of the provisions of this Contract shall be effective unless it is expressed to be a waiver communicated by notice, in accordance with the provisions of Clause9.

41. LAW AND JURISDICTION

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

42. TRANSPARENCY

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

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

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

43. SECURITY PROVISIONS

Supplier Personnel – Staffing Security

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

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

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

Baseline Standard

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

Enhanced Baseline Standard

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

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

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

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

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

a) Confirmation of name, date of birth and address. (ID should be corroborated by original documents i.e. full passport, national ID card, current UK full driving license, birth certificate, bank correspondence or utility bills.)

b) National insurance number or other unique personal identifying number where appropriate.

c) Full details of previous employers (name, address and dates), over the past 3 years.

d) Confirmation of any necessary qualifications/licences.

e) Educational details and references where someone is new to the workforce.

f) Confirmation of permission to work in the UK if appropriate.

43.7 Client Data

a) The Supplier shall not delete or remove any proprietary notices contained within or relating to the Client Data.

b) The Supplier shall not store, copy, disclose, or use the Client Data except as necessary for the performance by the Supplier of its obligations under this Contract or as otherwise expressly authorised in writing by the Client.

43.8 To the extent that Client Data is held and/or processed by the Supplier, the

Supplier shall supply that Client Data to the Client as requested by the Client in the format specified herein:

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

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

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

43.11 The Supplier shall ensure that any system on which the Supplier holds any Client Data, including back-up data, is a secure system that complies with the Security Policy.

43.12 If the Client Data is corrupted, lost or sufficiently degraded as a result of the Supplier's Default so as to be unusable, the Client may:

- require the Supplier (at the Supplier's expense) to restore or procure the restoration of Client Data to the extent and in accordance with the requirements specified in herein and the Supplier shall do so as soon as practicable but not later than two working days; and/or
- itself restore or procure the restoration of Client Data, and shall be repaid by the Supplier any reasonable expenses incurred in doing so to the extent and in accordance with the requirements specified herein

43.13 If at any time the Supplier suspects or has reason to believe that Client Data has or may become corrupted, lost or sufficiently degraded in any way for any reason, then the Supplier shall notify the Client immediately and inform the Client of the remedial action the Supplier proposes to take.

Protection of Personal Data

43.14 With respect to the parties' rights and obligations under this Contract, the parties agree that the Client is the Data Controller and that the Supplier is the Data Processor. The Supplier shall:

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

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

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

Security Requirements

43.16 The Supplier shall comply, and shall procure the compliance of the Supplier Personnel, with the Security Policy (see Table of Policies – See Annex D) and the Supplier shall ensure that the Security Plan produced by the Supplier fully complies with the Security Policy.

43.17 The Client shall notify the Supplier of any changes or proposed changes to the Security Policy.

43.18 If the Supplier believes that a change or proposed change to the Security Policy will have a material and unavoidable cost implication to the Services it may submit a Change Request. In doing so, the Supplier must support its request by providing evidence of the cause of any increased costs and the steps that it has taken to mitigate those costs. Any change to the Charges shall then be agreed in accordance with the Change Control Procedure.

43.19 Until and/or unless a change to the Charges is agreed by the Client pursuant to clause 43 the Supplier shall continue to perform the Services in accordance with its existing obligations.

Malicious Software

43.20 The Supplier shall, as an enduring obligation throughout the Term, use the latest versions of anti-virus definitions available from an industry accepted anti-virus software vendor to check for and delete Malicious Software from the ICT Environment.

43.21 Notwithstanding clause 43, if Malicious Software is found, the parties shall co-operate to reduce the effect of the Malicious Software and, particularly if Malicious Software causes loss of operational efficiency or loss or corruption of Client Data, assist each other to mitigate any losses and to restore the Services to their desired operating efficiency.

43.22 Any cost arising out of the actions of the parties taken in compliance with the provisions of clause 43 shall be borne by the parties as follows.

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

Warranties

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

44. ACCEPTANCE TESTING IS NOT APPLICABLE

44.1. The Supplier shall ensure that, prior to the delivery of any Deliverables which are specified in the Purchase Order as being subject to Acceptance Testing such Deliverables, it will have successfully completed its internal testing procedures. On provision of the Deliverables to the Client, the Supplier will provide to the Client a certificate confirming the successful completion of its internal testing procedures.

44.2. As soon as practicable after such provision of the Deliverables, the Client shall start to carry out Acceptance Testing of the Deliverables in accordance with the Acceptance Tests and the Client shall complete the Acceptance Tests and notify the Supplier of the results of the Acceptance Tests by the time specified in the Purchase Order. Any failure by the Client to communicate to the Supplier the results of the Acceptance Tests by the time ten (10) Business Days after the Acceptance Tests were due to complete as specified in the Purchase Order without completing the Acceptance Tests shall constitute deemed acceptance of such Deliverables. The Supplier shall provide the assistance in respect of such Acceptance Testing as set out in the Acceptance Tests for the duration set out in the Purchase Order and the Supplier shall be permitted to be present at such Acceptance Tests. In the event that the Acceptance Tests are not completed within the time period specified in the Purchase Order and the Supplier can demonstrate to the Client's reasonable satisfaction that such failure was a direct result of a breach of the Client's obligations under this Contract, the Client shall in respect of any further assistance that is provided by the Supplier in respect of the Acceptance Tests, pay for such assistance at the applicable rates set out in Schedule 4 save that any such charges must be approved by the Client in advance. The Supplier shall immediately notify the Client Representative in the event of any deemed acceptance under this clause 44.

44.3. If, in the reasonable opinion of the Client, the Deliverables meet all of the Acceptance Criteria, the Deliverables shall have passed their Acceptance Tests. Unless there is deemed acceptance of the Deliverables in accordance with clause 44.2, the only evidence of such acceptance shall be an acceptance certificate in a form acceptable to both parties. The Client shall notify the Supplier within ten (10) Business Days of completion of the Acceptance Tests whether or not the Deliverables have passed their Acceptance Tests.

44.4. If the Deliverables do not pass their Acceptance Tests, the Client shall provide the Supplier with written reasons for such failure. Except where the Acceptance Test Due Date has passed or passes prior to the Deliverables passing their Acceptances Tests (in which case clause 44.5 shall apply), the Supplier shall be given the opportunity to correct any errors in the Deliverables and resubmit them for Acceptance Testing in accordance with this clause 44. In such circumstances, this clause 43.4 shall also apply to such resubmission.

44.5. If the Deliverables have not passed their Acceptance Tests or are not deemed under clause 44.2 to have passed their Acceptance Tests by the Acceptance Test Due Date, the Client shall, at its sole option, have the following rights, save that if the Supplier can demonstrate to the Client's reasonable satisfaction that the delay is solely due to a breach by the Client of its obligations under this Contract, the Acceptance Test Due Date shall be extended by one (1) day in respect of each day of such delay:

a) without prejudice to the Client's other rights and remedies, to accept by written notice such part of the Deliverables as the Client specifies in which case the Client, shall pay such amount to the Supplier as the Client reasonably believes reflects a fair and reasonable proportion of the Charges and the Client shall, at

its sole option, elect in such notice whether the Supplier should no longer be required to provide the Services in respect of such Deliverables that are not so accepted; or

b) to extend the Acceptance Test Due Date for such period as the Client may specify, in which case (but only if) the Acceptance Test Due Date is specified to be a Final Acceptance Test Due Date; or

c) without prejudice to the Client's other rights and remedies, to terminate the appropriate Purchase Order without any cost and liability whatsoever, in which event the Client shall obtain a full refund from the Supplier of all Charges paid to the Supplier under the relevant Purchase Order.

44.6. If the Deliverables have not passed their Acceptance Tests by the date 10 (ten) Business Days (or such other period as may be agreed in the Purchase Order) after the Acceptance Test Due Date, the Client shall, at its sole option, have the right, without prejudice to the Client's other rights and remedies, to terminate the Purchase Order without any cost and liability whatsoever, in which event the Client shall obtain a full refund from the Supplier of all Charges paid to the Supplier for the respective Deliverable or if agreed in a Purchase Order, a Milestone, save that if the Supplier can demonstrate to the Client's reasonable satisfaction that the delay is solely due to a breach by the Client of its obligations under this Contract or the applicable Purchase Order, the Acceptance Test Due Date shall be extended by one (1) day in respect of each day of such delay.

44.7. In the event that the Client extends the Acceptance Test Due Date pursuant to clause 44.5(b) and the Deliverables have not passed their Acceptance Test by such extended Acceptance Test Due Date, clause 44.6 shall apply.

44.8. If, without the Supplier's consent, the Client puts a Deliverable into the production environment before that Deliverable has passed its Acceptance Tests, the Supplier shall not be liable for any loss and damage caused by errors in such Deliverable which arise prior to the date upon which that Deliverable has passed, or is deemed to have passed, its Acceptance Tests. For the avoidance of doubt, this clause 44.8 shall not give any relief to the Supplier in respect of loss and damage caused after the date upon which such Deliverable passes its Acceptance Tests.

44.9. Clause 44.8 shall not apply in respect of any Deliverable where:

a) the reason that the Client has put that Deliverable into the production environment before that Deliverable has passed its Acceptance Tests, is that delays have been caused predominantly by the Supplier, the Sub-Suppliers or any other person acting on behalf of the Supplier; and

b) the Client notifies the Supplier that it is putting, or has put, that Deliverable into the production environment before that Deliverable has passed its Acceptance Tests; and

c) the Client acting reasonably, believes it is necessary or desirable to put that Deliverable into the production environment before that Deliverable has passed its Acceptance Tests.

44.10. For the avoidance of doubt, if the Client puts a Deliverable into the production environment before that Deliverable has passed its Acceptance Tests, and even if deemed acceptance has already occurred, the Client may then carry out such Acceptance Tests and from the date the Client has completed such Acceptance Tests, the rights granted to the Client under clauses 44.5 and 44.6 shall apply and the relief granted to the Supplier under clause 44.8 shall cease to apply.

44.11. The Supplier acknowledges and agrees that it shall not be entitled to charge the Client for any corrective work undertaken on any Deliverables to meet the Acceptance Criteria where the Deliverables fail their Acceptance Tests provided the relevant failure was not directly caused by a breach of the Client of its obligations under this Contract or a Purchase Order.

45. EXIT MANAGEMENT

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

45.1. On receipt of notice to terminate this Contract or a Purchase Order or expiration of this Contract or a Purchase Order, however and whenever occurring, the Parties shall comply with the Exit Management Requirements as may be set out in any appropriate Purchase Order.

45.2. During the Exit Period the Charges shall continue to apply, even where the Exit Period continues after the expiry of the Term.

45.3. In order to facilitate the Exit Management Requirements, the Supplier shall, if requested by the Client to do so, extend the Term of this Contract or a Purchase Order.

45.4. No right or licence is granted to either Party or their advisers in relation to any Confidential Information except as expressly set out in this Contract.

46. ENTIRE AGREEMENT

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

46.1. Neither the Client nor the Supplier has relied upon any representation or promise except as expressly set out in this Contract.

46.2. Both the Client and the Supplier unconditionally waives any rights it may have to claim damages against the other on the basis of any statement made by the other (whether made carelessly or not) not set out or referred to in this Contract (or for breach of any warranty given by the other not so set out or referred to) unless such statement or warranty was made or given fraudulently.

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

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

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

By [redacted].....

Name....[redacted].....

Title.....Procurement Category Manager.....

Date .....10th December 2019.....

Signed for and on behalf of IFF Research**:**

By.....[redacted].....

Name.....[redacted].....

Title.....Director.....

Date.....09/12/19.....

SCHEDULE 1

INTERPRETATIONS

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

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

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

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

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

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

SCHEDULE 2

THE ORDERED SERVICES

1. INTRODUCTION

This Schedule 2 specifies the Ordered Services to be provided to the Client by the Supplier in the services required for FS403027. Please see the Schedule 2 - "Evidence Requirement Document"

This Schedule will be completed by reference to the successful Tenderer's quotation.

2. SPECIFICATION

SUMMARY OF REQUIREMENTS

The Food Standards Agency (FSA) is responsible for policies on safety-related food labelling in England, Wales and Northern Ireland. Since 2015, Food Standards Scotland (FSS) has been responsible for safety-related food labelling in Scotland. Safety-related food labelling includes food labelling on allergens[1] for non-prepacked food. Non-prepacked food includes foods not packed such as loose items, food packed on the sales premises at the consumer's request, and food prepacked for direct sale (PPDS).

In advance of the introduction of the current legislation[2] on food labelling for non-prepacked food (which came into effect in 2014), the FSA commissioned work to establish a baseline on the provision of allergen information by food businesses. Five years on from the legislation coming into effect, the FSA is now seeking to collect new data to understand the current provision of information on allergenic ingredients by food businesses, and how this compares to the baseline information collected previously.

We are looking to commission a contractor to design and deliver a one-off follow up study to collect and compare current information provided by food businesses to the baseline findings. The study should be completed within 6 to 9 months of the contract being signed.

In the first instance, research objectives will build on the findings delivered in the baseline work. However, the FSA also wishes to use this study as an opportunity to collect some additional data in relation to how food businesses manage consumer allergen requirements, and this will help the FSA to address its other current research needs. This includes

[1] The 14 allergens specified within the current legislation are listed here: https://www.food.gov.uk/sites/default/files/media/document/top-allergy-types.pdf

[2] EU Food Information for Consumer Regulation

establishing a new baseline on food business activity in relation to food that is PPDS.

The FSA has responsibility for safety-related food labelling on allergens in England, Wales and Northern Ireland. Fieldwork will therefore need to cover businesses in these areas, with the option to extend the study to include Scotland too[3].

The study will also need to capture data from a range of food businesses in terms of the type of non-prepacked food they provide, the stage of the food chain and sector they're operating in, as well as business characteristics such as size. We would welcome suggestions from contractors on how to collect robust data, and the related inferences and analysis that can be expected from the resulting dataset.

The deadline for tenders is 29 October 2019. Work is expected to start in November 2019, and finish by August 2020. More detail on the procurement timescales is included in Section B.

A. THE SPECIFICATION

1. Background to the requirement

Within England, Wales and Northern Ireland, the FSA is responsible for policy on safety-related food labelling. Since 2015, Scotland has been responsible for safety-related food labelling in Scotland. Safety-related food labelling includes allergen labelling for non-prepacked food.

The current legal requirement means that food businesses selling or providing non-prepacked food need to tell their customers if food products contain any of the main 14 allergens[4] as an ingredient. This regulation came into effect in December 2014. Prior to this, there was no requirement for businesses to provide information on allergenic ingredients for non-prepacked food.

In 2012, in advance of the current regulation coming into effect, the FSA undertook a baseline study to understand the existing provision of allergen

[3] The FSA is currently awaiting a decision by FSS on whether to co-fund this research. The decision is expected within the next month.

[4] The 14 allergens specified within the current legislation are listed here: https://www.food.gov.uk/sites/default/files/media/document/top-allergy-types.pdf

information by food businesses[5] for non-prepacked food (this was published in 2013). A small, qualitative second stage[6] to the baseline was commissioned a year later to explore further the barriers that a selection of businesses perceived they would encounter when providing information to consumers on the 14 allergens that the regulation relates to.

This project, therefore, seeks to build on this earlier baseline work to enable the FSA to explore and compare current business practices and compliance five years on from when the regulation was first introduced.

The FSA would also like to use the research opportunity to gather wide information from the industry on additional, but related, topic areas, including establishing a new baseline on food business activity relating to food that is prepacked for direct sale (a subgroup of non-prepacked food). This is in advance of new legislative changes relating to this subgroup coming into effect in 2021.

More information on the legislative background to the current allergen information requirement, and the incoming changes for the PPDS subgroup is provided below.

Legislative background

The EU Food Information to Consumers Regulation (FIC) provides the legislative framework around the provision of food allergen information across Europe. The Food Information Regulations 2014 (FIR), and equivalent regulations in Scotland, Wales, and Northern Ireland, are the domestic regulations that establish the enforcement measures for the FIC in the UK, and they contain the legal requirement that this research project relates to.

The FIR came into effect in 2014, following a three-year transition period from when the FIC was first introduced in 2011. This was to allow food businesses time to take necessary actions to comply with the provisions in advance of these becoming enforced.

The regulation introduced new rules for food businesses relating to the labelling and provision of allergen information. Food businesses are under a duty to ensure that all mandatory food allergen information must be accurate, available and easily accessible to the consumer.

The FIC allows for individual Member States across the EU to introduce national measures as to how exactly the information is to be made

---

[5] Available here: https://www.food.gov.uk/sites/default/files/media/document/research-report-baseline-allergy-foods-sold-loose_0.pdf

[6] Available here: https://www.food.gov.uk/sites/default/files/media/document/research-stage-ii-report-baseline-allergy-foods-sold-loose_0.pdf

available for non-prepacked food. Under the FIC and FIR, non-prepacked food includes:

- food not packed, such as loose items sold to the customer without packaging;
- food packed on the sales premises at the consumer's request;
- food prepacked for direct sale (PPDS)

In the UK, in recognition of the variety of out-of-home eating establishments and following consultation with stakeholders including business and patient groups, the FIR introduced a flexible approach for the provision of allergen information for non-prepacked food. This information is to be made available by any means the food business chooses, such as orally by a member of staff. Where the food business chooses not to provide food allergen ingredients information on a menu, for example, there must be an indication to speak to a member of staff either on a label attached to the food itself or on a notice, ticket or label that is readily discernable to the customer where the customer chooses the food. The FSA, therefore, wishes to know how businesses are currently providing this allergen information to consumers, and how this information provision compares to the previous research findings.

Recently, within the UK, a new legislative change regarding information provided for food that is PPDS (a subgroup of non-prepacked food) has been announced[7]. The change will mandate full ingredients labelling for this subgroup and will come into effect by Summer 2021. Tenderers should note that this forthcoming change may influence the data collected as part of the follow-up to the 2013 baseline.

Previous research

In 2013, the FSA published a report in advance of the current allergen information requirements for non-prepacked food becoming mandatory. The primary aim of this study was to understand the prevalence and type of information being provided on allergenic ingredients in foods not prepacked, and to therefore establish a baseline against which future studies could be compared once the regulation came into effect.

In doing so, the project also explored: barriers to providing information on allergenic ingredients; how these barriers may differ between different types of business; processes related to checking ingredients from suppliers; food business awareness of the allergen information requirements; the support needs of businesses in order to comply with the new regulations; awareness of current guidance; and sources of guidance used.

During this 2013 baseline work, only food businesses which were aware of the new EU legislation were asked whether they perceived the legislative

[7] More detail available to view here: https://www.food.gov.uk/news-alerts/news/fsa-welcomes-new-allergen-labelling-law

changes would pose difficulties for their business. Consequently, in 2013-14, a small, qualitative second stage study was undertaken to explore further the levels of understanding of the new legislation among food businesses, and how easy or difficult it was going to be for these businesses to comply. This second stage research involved a cross-section of food businesses, both those aware and not aware of the new allergen legislation.

2. Research Aim

The primary aim of this work is to understand the current provision of information on allergenic ingredients by food businesses to consumers for non-prepacked food, and how this compares to the baseline information collected in the earlier research, which was undertaken before the current regulations came into force.

The FSA would also like to use the research opportunity to gather wider information from the industry on certain additional, but related, topic areas. One key area of interest is in gathering more detailed data regarding activity and understanding related to food that falls under the definition of prepacked for direct sale (PPDS), which would establish a new baseline for this specific subgroup. This is covered in more detail in Section 3.

3. Scope

The FSA is looking to appoint someone who can design and deliver a follow up study to baseline research published in 2013. This baseline work looked at the provision of allergen information relating to the 14 allergens by food businesses to consumers for foods which are not prepacked, in advance of the current regulation coming into effect.

The list of 14 allergens includes: celery; cereals containing gluten (wheat (such as spelt, Khorasan wheat), rye, barley, oats, and their hybridised strains); crustaceans; eggs; fish; lupin; milk; molluscs; mustard; nuts; peanuts; sesame seeds, soya; and sulphur dioxide and sulphites at more than 10 mg/kg or 10mg/litre.

This contract is for a one-off follow up study to be completed by August 2020. Design of research materials, data collection, analysis and reporting will be carried out by the appointed contractor.

The FSA has responsibility for safety-related food labelling on allergens in England, Wales and Northern Ireland. FSS now have responsibility for this labelling in Scotland. Fieldwork will therefore need to cover businesses

operating in England, Wales and Northern Ireland, with the option to extend into Scotland too[8].

The FSA believes that a mixed methods approach, which includes a combination of survey work to enable comparison of baseline measures, alongside interviews to capture more detailed information on food business practices and experiences, would be suitable for collecting the relevant data. The FSA is, however, also open to additional ideas about the methods and modes of data collection. All proposals must provide detailed information on the approach to gathering data from businesses which should be robust and fit for purpose. Proposals must be supported by a clear rationale, detailing outputs with a clear link to the FSA brief.

Tenderers may want to use the baseline work published in 2013 to inform their methodology. This earlier work used quantitative and qualitative research techniques, outlined in the bullets below, with the findings from each phase informing the next:

- Phase 1: Scoping stage, 10 interviews with industry representatives, consumer representatives, enforcement staff and policy experts;
- Phase 2: A baseline telephone survey of food businesses (n = 1,666);
- Phase 3: Interviews with market stalls and mobile food outlets (n = 56);
- Phase 4: Follow-up interviews with 25 food businesses selling non-prepacked foods, targeting particular subsectors.

Tenderers should set out their approach to analysing the data (whether quantitative, qualitative or both) as part of their proposal. The contractor will be required to supply the FSA with a technical paper documenting the project development work, including fieldwork approach, fieldwork materials, and information to enable in-house replication of the analysis on any resulting datasets.

Sampling

The appointed contractor will be responsible for identifying and sourcing a relevant sampling frame and should outline how they will source this. The sample should aim to capture businesses selling all food that falls under the definition of non-prepacked as outlined in Section 1 (food not packed; food packed on the sales premises at the consumer's request; and food PPDS). The food industry has progressed since the 2014 legislation came into effect, and the FSA would also be interested in including food businesses selling non-prepacked food online (such as through takeaway delivery services such as Deliveroo and Just Eat), and food pre-ordered for collection in person.

[8] The decision to include Scotland in the coverage of this research is pending a decision by FSS. A decision is expected to be made by the time the successful supplier is appointed.

The sample should also aim to capture businesses selling non-prepacked food at all stages of the food chain to which the FIR is applicable, including:

- Food intended for the final customer;
- Food delivered by mass caterers;
- Food intended for supply to mass caterers;
- Catering services provided by transport leaving from an EU Member State e.g. airline catering.

These businesses may include restaurants, cafes, mobile caterers, transport (e.g. planes/ trains/ ferries leaving England, Wales and Northern Ireland), mass caterers, institutions (e.g. hospitals, schools, care homes), sandwich shops and bakeries, and supermarkets which sell non-prepacked food.

The sample should also seek to capture other variances of business characteristics such as business size.

A detailed sampling strategy should be included in the tender outlining the proposed sample design, including sampling frame and size in order to reliably detect and measure any changes from the baseline. The pros and cons of the preferred approach should also be clearly set out. Tenderers may want to use the baseline study to inform their sampling strategy[5]. The technical report, including copies of the research instruments used in the baseline study, will be made available to the successful supplier after contract award to refine and finalise the approach to be used.

As mentioned previously, fieldwork will need to cover businesses operating in England, Wales and Northern Ireland, with the option to extend the fieldwork to include Scotland too. Northern Ireland, Wales and Scotland may wish to fund boosted samples in their areas to allow robust analysis between and at the country level. We therefore require supplementary costings for boosting samples to reliable analytical levels for these nations, and for the costings for each nation to be shown individually.

Also mentioned previously is the FSA's interest in the PPDS subgroup that falls under the non-prepacked food definition. To establish a baseline on activity in this area, additional analysis for this subgroup will be of interest, and therefore, an additional boost sample for this group may also be required. Tenderers should comment on the feasibility of enacting this in addition to the sampling elements already requested, alongside supplementary costings for this sample boost. Tenderers should detail these costings as set out in section 12 (p.15).

Content

Content should enable comparisons against the baseline study findings to be made. The earlier research captured data on the following areas:

- Awareness of the regulations on allergen information for non-prepacked foods;

- Type of information provided on allergenic ingredients, and the methods used to provide this information;
- Reasons why information on allergenic ingredients was/ wasn't being provided, and the barriers that prevent information from being provided, and whether these are influenced by food business characteristics;
- Checking/ auditing of ingredients from suppliers;
- Sources of guidance food businesses use to comply with the regulations;
- Training received by food businesses on food allergens;
- Support food businesses require to comply with the regulations;
- How food businesses substantiate the information provided and whether they follow FSA guidance to assist them;
- Frequency and type of 'may contain' and 'free-from' claims made in relation to non-prepacked foods, and the controls in place to substantiate such claims;
- Formal systems in place to avoid cross-contamination in non-prepacked foods.

The FSA is also interested in using this fieldwork opportunity to gather additional information from food businesses selling non-prepacked food on a selection of supplementary topic areas. These additional topic areas will also fall under allergen management-related practices, behaviours and attitudes. For example, current activity around food that falls under the definition of PPDS, and awareness of, and attitudes towards the incoming legislation[7], are additional areas of interest.

Welsh language

As a public body providing services in Wales, the FSA is legally obliged, under the Welsh Language Act 1993, and Welsh Language Measure 2011, to provide all services in Welsh.

Where the FSA communicates with the public in Wales, it must treat the English and Welsh languages equally. Research carried out on behalf of the Agency is subject to these provisions. This means that, where Wales is included in the sample, contractors must make provisions for this including:

- Invitation letters to sample members in Wales to be issued bilingually;
- Providing a Welsh speaking service to answer telephone queries from Welsh speakers;
- Sample members in Wales to be offered face-to-face interviews in the language of their choice (Welsh or English);
- If somebody requests to contribute to the research in Welsh, adequate provision must be made to enable them to do so; and
- All requests should be treated respectfully, acknowledging at all times the individual's linguistic rights as a Welsh-speaker in Wales. The service provided on the behalf of the FSA must be of equal standard in English and Welsh.

The FSA has an internal Welsh Language Unit who will need to be consulted on Welsh language / translation arrangements. In some cases, the Unit may be able to undertake the necessary translation work in-house, otherwise, they will advise on FSA-approved translation contractors.

These contractors have been approved following a rigorous procurement process where every aspect of their work was thoroughly tested, and the FSA cannot accept work from contractors who have not been through this process. Therefore, it's important that the Unit is consulted at the earliest possible opportunity with regards to research projects, to allow ample time for making translation arrangements.

4. Deliverables and governance

A delivery plan for the proposed work should be included within the tender.

The following outputs are required:

1. **A draft report of research findings and recommendations;**
2. **A finalised report of research findings with standalone summary;**
3. **A fully documented dataset in SPSS and Excel formats including any weighting variables, and unique identifiers that can be linked to re-contact details;**
4. **A technical report detailing the survey approach and supporting technical information to enable replication of the survey analysis undertaken of the dataset (including syntax of main and derived variables), as well as details of analysis approaches for any other methods used;**
5. **Details of respondents who agree to be re-contacted by the FSA for future research purposes, that can be linked back to the data.**

Usually, reports require two rounds of substantive comments by FSA officials (and any other parties involved in the project as appropriate) and a final round to finalise minor outstanding comments. Unless otherwise agreed, the FSA's project manager will co-ordinate comments and provide them to the contractor and all responses will be recorded. Comments may also be provided on the resulting dataset, but these will be agreed as work gets underway. Final outputs will be subject to external peer review, following which further amendments may be required. Contractors should agree the timetable for reporting and publication with the FSA's project manager, but should note that the FSA normally expect at least a week to provide a co-ordinated response per round of substantive comments.

All outputs (excluding the details of respondents who agree to re-contact by the FSA) will be published so they will need to meet FSA minimum accessibility requirements. Copies of the final report should be provided in MS Word and the dataset in SPSS and Excel. Please confirm in your proposal how you will meet the FSA's requirements for reporting.

Publications by the 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, and the FSA should be acknowledged as funders. This approval, however, will not be unreasonably withheld.

5. Timings

It is anticipated that the project will last for 6 to 9 months, between November 2019 and August 2020.

Details of project timings must be clearly stated in the proposal and must include indicative dates for a start-up meeting, dates for outputs, and other key dates as appropriate. Critical dates should be marked accordingly.

The timetable must allow sufficient time for the FSA to comment on draft research materials as detailed in Section 4.

Tenderers should also comment on the proposed timing of fieldwork including any likely seasonal effects.

6. Personnel

The successful contractor will be supported by members of the FSA Social Science and FSA Food Allergy teams.

The FSA requires the contractor to provide a sufficient level of resource throughout the duration of the contract in order to consistently deliver a quality service.

Details of all key personnel who will be working on this project for the contractor must be given in proposals, including their grade, daily rate, number of days' input, relevant skills and experience (including a brief CV, max 2 pages). The proposal should also include who would be drafting the report.

Should any element of this project be subcontracted, details of subcontracted companies, their key personnel and working arrangements with the contractor should also be included within proposals.

The contractor must demonstrate that their team has the necessary range of skills and knowledge to deliver this project, with evidence of relevant experience and expertise on similar projects provided (please provide at least two examples).

The contractor will also be required to appoint a contract manager who will be fully accountable for the delivery of the project against the contract. A named contract manager must be provided within proposals. They will be required to liaise closely with the FSA's project manager.

7. Reporting

In addition to the Outputs specified under Section 4, the contractor will report frequently to the FSA on progress, either by phone or via email. The frequency of reporting and expectations from this will be decided by the FSA's project manager and the contractor together.

8. Data

There will be additional data considerations related to this work given it will involve the collection of personal data (information relating to sole traders, such as some small food businesses, is classed as personal data under the EU's General Data Protection Regulation, GDPR). Tenderers should outline in their proposals how they will comply with the GDPR, recognising the FSA's role as the 'Data Controller' and the contractor's role as the 'Data Processor'. Tenderers should also respond in their proposals to the data security questions outlined in the 'data security' subsection below, and complete the checklist included as Annex 1.

Expectations

The contractor/ data processor will be expected to:

- Process the personal data only on the documented instructions of the Controller;
- Feed into the FSA's Privacy Impact Assessment (PIA) for the work. A privacy notice for the project will also be required, which will be reviewed by the FSA data security team;
- Comply with security obligations equivalent to those imposed on the Controller (implementing a level of security for the personal data appropriate to the risk);
- Ensure that persons authorised to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;
- Only appoint Sub-processors with the controller's prior specific or general written authorisation, and impose the same minimum terms imposed on it on the Sub-processor; and the original Processor will remain liable to the Controller for the Sub-processor's compliance. The Sub-processor must provide sufficient guarantees to implement appropriate technical and organisational measures to demonstrate compliance. In the case of general written authorisation, Processors must inform Controllers of intended changes in their Sub-processor arrangements;
- Make available to the Controller all information necessary to demonstrate compliance with the obligations laid down in Article 28 GDPR and allow for and contribute to audits, including inspections, conducted by the Controller or another auditor mandated by the Controller – and the Processor shall immediately inform the controller if, in its opinion, an instruction infringes GDPR or other EU or member state data protection provisions;
- Assist the Controller in carrying out its obligations with regards to requests by data subjects to exercise their rights under chapter 3 of the GDPR, noting different rights may apply depending on the specific legal basis for the processing activity (and should be clarified by the Controller up-front);
- Assist the Controller in ensuring compliance with the obligations to implementing a level of security for the personal data appropriate to the risk, taking into account the nature of processing and information available to the Processor; and
- Notify the Controller without undue delay after becoming aware of a personal data breach.

Data security

In line with the Data Protection Act (DPA) 2018 and the EU's GDPR, any information collected, processed and transferred on behalf of the FSA (the Data Controller), and in particular personal information, must be held and transferred securely. Tenderers must provide assurances of compliance with the DPA and set out in their proposals details of the practices and systems they have in place for handling data securely, including transmission between the field and head office and then to the FSA. Contractors will have responsibility for ensuring that processing or handling of information by themselves, and any subcontractors on behalf of the FSA, are conducted securely.

Please confirm that you have in place, or that you will have in place by contract award, the human and technical resources to perform the contract to ensure compliance with the GDPR, and to ensure the protection of the rights of data subjects. [Yes/ No]

Please provide details of the technical facilities and measures (including systems and processes) you have in place, or will have in place by contract award, to ensure compliance with the GDPR and to ensure the protection of the rights of data subjects. Your response should include, but should not be limited to facilities and measures:

- to ensure ongoing confidentiality, integrity, availability and resilience of processing systems and services;
- to comply with the rights of data subjects in respect of receiving privacy information, and access, rectification, deletion and portability of personal data;
- to ensure that any consent-based processing meets standards of active, informed consent, and that such consents are recorded and auditable;
- to ensure legal safeguards are in place to legitimise transfers of personal data outside the EU (if such transfers will take place);
- to maintain records of personal data processing activities; and
- to regularly test, assess and evaluate the effectiveness of the above measures.

It is desirable for tenderers to hold Cyber Security Plus certification, or similar, such as certification to the appropriate ISO 27001 – Information security management standards. If tenderers do not hold either of these, then Cyber Essentials certification is absolutely necessary.

Re-contacting participants

The FSA may wish to use the sample for further research at a future date. Re-contact questions must be included into relevant documentation, and these questions must be phrased in such a way that participants are giving consent for the FSA, or it's selected agent, to re-contact them for research

purposes. Exact wording will be agreed between the FSA's project manager and the contractor on drafting of research materials.

The contact data will only be used for research purposes and would only be handled by FSA researchers, nominated persons from a selected agent, and IT Security staff. The contact details should be sent with unique identifiers so that these respondents can be linked back to the raw data responses.

Dataset for analysis

As set out in Section 4, the FSA requires the full dataset used for the analysis for this work, which it can then use for future internal analysis and research purposes. The FSA will also require sufficient documentation (including syntax of main and derived variables), plus a unique ID for each respondent linked to their responses, to enable any further analysis to be conducted. It should be possible for the FSA to link the contact details of respondents who agree to re-contact to the raw data if required. Tenderers must set out what documentation they would provide to accompany the dataset.

Data archiving

The FSA is committed to openness and is engaged in work to make the results of the research it funds more accessible. The FSA will remain responsible for publishing and/or archiving the resultant dataset and technical report.

Data permissions and referencing

Contractors are responsible for ensuring that all necessary permissions are acquired for the use of data, visuals, or other materials throughout the life of the project that are subject to copyright law, and that the materials are used in accordance with the permissions that have been secured. Contractors are also responsible for ensuring suitable referencing of materials in all project outputs including project data.

9. Ethics

Appropriate consents for this work will need to be obtained from participants.

Tenderers are asked to identify any ethical concerns they envision for this project and detail how these issues would be addressed.

Tenderers should also set out any ethical approval processes required by their own organisations (or subcontracting organisations), and the likely impact of these processes on the project timescale.

Tenderers may wish to refer to the ethical assurance guidance for social research in government[9].

10. Quality

All reporting produced must be of publishable standard. Reports are expected to have been proof read before submission to the FSA. As detailed in Section 4, copies of the final report should be provided in MS Word and the dataset in SPSS and Excel.

All data from this work should be anonymised (apart from the ability to link re-contact details to the raw data where applicable), checked, cleaned and quality assured, in a format that can also be analysed by the FSA.

It is envisaged that all outputs will also be peer-reviewed by a nominated expert employed by us to meet the quality criteria set for GSR publications. Given the high profile of this area of work, quality and robustness are key.

A quality plan should be included within the proposal, demonstrating internal quality assurance procedures and how the contractor will achieve high quality outputs to time and budget. It is desirable, not essential, for tenderers to hold ISO 9000 – Quality management[10].

11. Risk management

The contractor is expected to review, update and communicate risks to the successful conduction of the contracted work, to the FSA as appropriate. Proposals must include a risk register detailing high, medium and low risks, tailored to this specification. It is desirable, but not essential for tenderers to hold ISO 3100 – Risk management[11].

12. Cost

This is a medium-scale study requiring high quality expertise. Please ensure that your proposal identifies all anticipated costs for conducting the work (detailing a cost per task/milestone breakdown and a unit cost per focus

---

[9] Available here: https://www.gov.uk/government/publications/ethical-assurance-guidance-for-social-research-in-government

[10] More detail available here: http://www.iso.org/iso/home/standards/management-standards/iso_9000.htm

[11] More detail available here: http://www.iso.org/iso/home/standards/iso31000.htm

group and/or interview, if relevant), and costs for any scoping work undertaken.

Supplementary costings of enacting the sample boosts for Wales, Northern Ireland, and the PPDS subgroup outlined in Section 3 (p.8) should be separately detailed. To also be separately detailed is the cost of extending this work to include Scotland in its coverage, to the extent that robust analysis could be conducted at this national level and compared to the other nations included within the study.

A cost breakdown for staff involvement and days dedicated to the project should be provided for each staff member. In addition, all other associated overheads and expenses should be included in the proposal. Costs should be provided exclusive of VAT and should clearly state whether VAT will be charged.

Payments will be made against key milestones and a 15 per cent retention will be held against the FSA's approval of the final outputs (final dataset and technical report). A payment schedule will be agreed between the FSA's project manager and the successful supplier's contract manager on finalisation of the contract.

SCHEDULE 3

SPECIFIC OBLIGATIONS

1. SUPPLIER'S OBLIGATIONS

This Schedule 3 specifies the Ordered Services to be provided to the Client by the Supplier in the services required for FS403027. Please see Schedule 3 – "Application form for an evidence gathering project with Food Standards Agency – Research"

This Schedule will be completed by reference to the successful Tenderer's quotation.

LEAD APPLICANT'S DETAILS							
Surname	Thompson	First Name	Jane	Initial		Title	Ms
Organisation	IFF Research Ltd.	Department	Regulations				
Street Address	St Magnus House, 3, Lower Thames Street						
Town/City	London	Country	UK	Postcode	EC3R 6HD		
Telephone No	[redacted]	E-mail Address	[redacted]				
Is your organisation is a **small and medium enterprise**. (EU recommendation 2003/361/EC refers http://www.hmrc.gov.uk/manuals/cirdmanual/cird92800.htm)		Yes	x				

TENDER SUMMARY			
TENDER TITLE			
Research project to explore the food industry's provision of allergen information to consumers for non-prepacked foods (follow up to the 2013 baseline).			
TENDER REFERENCE	**FS403027**		
PROPOSED START	25/11/2019	**PROPOSED END**	31/07/2020

1: TENDER SUMMARY AND OBJECTIVES

A. TENDER SUMMARY

Please give a brief summary of the proposed work in no more than 400 words.

Element	Detail
Aims	The aim of this study is to understand the current provision of information on allergenic ingredients by food businesses to consumers for non-prepacked food and to see how this has changed since the legislative changes which came into full force in 2014. It will also provide a new baseline of understanding for food prepacked for direct sale including awareness and intentions in the light of new legislation coming in by summer 2021.

Approach 	This research will consist of 4 elements: • Scoping research of 10 stakeholder interviews to ensure up-to-date knowledge of business landscape • A survey of 2700 food businesses, allowing analysis by sector and size as well as type of food sold (PPDS vs. nonprepacked). This will include 1200 interviews in England, and 500 in each of Scotland, Wales and Northern Ireland. • 60 CATI interviews with market traders (stalls and mobile food vans) in each of the devolved nations • 25 follow-up interviews with FBOs (conducted by phone) to provide in-depth insight focused on particular areas of interest.
Outputs 	The key outputs to be delivered for this project are as follows: • Regular progress updates – weekly by email and fortnightly by telekit • Topline findings 2 days after end of survey fieldwork • PowerPoint presentation of key findings • Full report with recommendations and standalone summary, incorporating FSA feedback • Technical report and datasets in SPSS and Excel with supporting documentation
Capacity and team 	We have assigned a large and senior team including two Directors and a Senior Research Manager, meaning we can progress the design and development stage of the project swiftly. Within the project team we have extensive experience of survey research among businesses relating to their understanding of, and compliance with, regulations. We also have a strong track record of working for the FSA, including having conducted the baseline survey against which change in information provision on allergens will be analysed.
Costs and added value 	Our total fee for this project is **£163,879.73 + VAT**. We consider this good value for money as: • Includes a verbal presentation to ensure the final report takes account of initial FSA reflections • Added value deliverables of: topline findings 2 days after fieldwork end; free infographic • High quality design, analysis and reporting. • Experienced senior research team with direct experience of research on this subject with this audience • Proven track record in delivering robust research on behalf of the FSA.

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

OBJECTIVES

Please detail how your proposed work can assist the agency in meeting it stated objectives and policy needs.. Please number the objectives and add a short description. Please add more lines as necessary.

OBJECTIVE NUMBER	OBJECTIVE DESCRIPTION
01	**TO UNDERSTAND THE CURRENT PROVISION OF INFORMATION ON ALLERGENIC INGREDIENTS BY FOOD BUSINESSES (FBOS) TO CONSUMERS FOR NON-PREPACKED FOOD AND HOW THIS COMPARES TO THE BASELINE INFORMATION COLLECTED.**

	Differences will be identified according to FBO size, sector and country (where relevant). Data will include, but not be limited to: • Type of information provided • Methods used to inform (for example websites, notices, menus, verbal etc) This objective encompasses research: • To measure awareness of the current regulations on allergen information for non-prepacked foods • To explore why information currently is/or is not provided and identify the barriers that prevent information on allergenic ingredients being provided and whether this is influenced by business characteristics such as the size or type of business • To understand the sources of guidance FBOs use to help them comply with the regulations • To understand the extent of training received by FBOs on food allergens and the type of training e.g. format (online / f2f?), length, content, who provides etc. • To identify the support FBOs require to comply with new regulations and identify what's missing and what can be improved in terms of current support offered (this is likely to involve exploring awareness and use of current support) • To find out to what extent, and how, FBOs check or audit ingredients from suppliers to ensure compliance with regulations on allergens, and to what extent they follow FSA guidance on doing so • To explore the prevalence and type of information currently provided by FBOs in relation to 'may contain' and 'free-from' claims in non-prepacked foods • To identify the controls FBOs have in place to substantiate 'may contain' and 'free from' claims • To establish what formal systems FBOs have in place to avoid cross-contamination in non-prepacked foods The survey of FBOs will be the key way in which this objective is met and we propose an approach which ensures maximum comparability, while still remaining flexible to new thinking and new question areas. The scoping stage will ensure the design of the survey captures changes in the business environment since 2012. The market trader interviews will ensure that the research includes these businesses, who are harder to reach through a telephone survey, and will give an indication of how information provision around allergens has moved on since 2012. The follow-up interviews with FBOs will add depth of insight on some of the key measures, particularly looking into the 'why's around some of the quantitative metrics, for example they will be able to explore the facilitators and barriers around information provision and around adequate supplier auditing / cross-contamination controls.
02	**TO GATHER MORE DETAILED DATA REGARDING ACTIVITY AND UNDERSTANDING RELATED TO FOOD THAT FALLS UNDER THE DEFINITION OF PREPACKED FOR DIRECT SALE, ESTABLISHING A NEW BASELINE FOR THIS SUBGROUP**

	This will include ascertaining awareness and views of new legislation which will mandate full ingredients labelling for foods which are prepacked for direct sale by summer 2021, including any anticipated barriers to implementation and support needed to comply. The FBO survey (and associated market traders survey) will again provide the main vehicle for meeting this objective, supported by additional insight from the in-depth interviews. The scoping stage will prove particularly valuable here so that new questions are relevant for stakeholders, use meaningful terminology and take account of developments in the food industry since 2012.

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..

Research context

Eating certain foods or additives can lead to a bad physical reaction in some people. This food-hypersensitivity can involve the immune system, in which case it is called a food allergy. Allergies include those which involve immunoglobulin E-mediated reactions and the gluten intolerance syndrome, Coeliac disease, characterized by a cellular immune mechanism. If it doesn't involve the immune system, the reaction is called food intolerance and includes, for example, lactose intolerance.

The true prevalence of food hypersensitivity is very difficult to establish. Population studies in the UK using conventional testing procedures suggest that between 1 and 2 people in 100 (1-2%) have a food allergy that can be diagnosed reproducibly, whereas as many as 30 in 100 (20-30%) 'believe' themselves to be allergic or intolerant to one or more foods (British Nutrition Foundation).

Food allergy affects all age groups and avoidance is the only treatment. Food allergies have a negative impact on quality of life, can lead to social isolation and anxiety and complicates everyday activities. [12]It can be difficult to avoid allergenic foods, and shopping can be a time-consuming process when food labels need to be carefully checked. Purchasing food from markets, stalls or other catering establishments is potentially risky if utensils are used for more than one food product. Problems also arise in food establishments when dishes are presented without detailed information on ingredients.

Eating out is a significant challenge for people with allergies primarily due to poor communication: staff and the customers may not speak the same language (some food allergies are more prevalent among particular minority populations), allergy-related requests must then be accurately passed on to staff who prepare the food who, in turn, need to exercise due care.

[12] Mills et al (2007) The prevalence, cost and basis of food allergy across Europe. *Allergy* 2007: 717-722

Clear food labelling by food manufacturers, retailers and catering staff is therefore essential to help consumers with allergies to manage their condition and protect their health. While adequate and accurate labelling is necessary to protect allergic consumers, it is also important, however, to avoid unnecessary restrictions through over-use of precautionary labelling.[13]

Food labelling

Current food labelling regulations require that all pre-packed foods (including alcoholic drinks) which have been placed into packaging before sale, normally at a site separate from that where the product is sold to the customer, and which contain any of the following 14 allergens, must be labelled clearly:

- cereals containing gluten (wheat, rye, barley, oats, spelt kamut and their hybridised strains)
- crustaceans
- molluscs
- eggs
- fish
- peanuts
- lupin
- Soybeans
- Milk
- nuts (almond, hazelnut, walnut, cashew, pecan, Brazil, pistachio, macadamia and Queensland nut)
- celery
- mustard
- sesame seeds
- sulphur dioxide and sulphites at more than 10 mg/kg or 10mg/litre.

Since the end of 2014 (the conclusion of a three year transition period), FBOs must also provide information on the 14 allergens for both non pre-packed foods and pre-packed foods for direct sale (PPDS). Pre-packed foods for direct sale are foods that have been packed on the same premises as they are being sold where customers can, in principle, speak to the person who made/packed the foods to ask about ingredients. Non-prepacked foods are sold 'loose', including, for example:

- foods sold loose from a delicatessen counter (e.g cold meats, cheeses, quiches, pies and dips)
- fresh pizza
- fish
- salad bars
- bread sold in bakery shops
- In a catering environment - meals served in a restaurant or from a takeaway.

Again, it is assumed that customers in these premises could, in principle, speak to the person who made the foods to ask about ingredients so full written ingredient listing is not currently required.

However, new legislation will come into force by October 2021 which will mandate full ingredients labelling for PPDS foods. This is the outcome of a consultation which took place following the tragic death of a teenager from an allergic reaction to a baguette she had eaten which did not display allergen information on the packaging.

[13] Hourihane JO. (2001) The threshold concept in food safety and its applicability to food allergy. *Allergy* 2001;56 (Supplement 67):86–90.

Neither the existing or upcoming regulations require information to be provided on the presence of the 14 allergens as a result of potential cross contamination, i.e. 'may contain' labelling nor do they regulate 'free-from' labelling. Substantiation of allergenic ingredients or 'free from' claims is also an issue with which FBOs must grapple. Food hygiene legislation requires FBOs to undertake a hazard analysis, including allergy risks, and implement appropriate controls. FBOs must therefore take care in relation to supplier information to be fully aware of product ingredients. Allergen controls and procedures must also be applied to decanting, storage, preparation, service, menu information and training.

Role of the FSA

The Food Standards Agency plays an important role in ensuring that the public are protected from potentially life threatening allergies by working with the food industry to ensure best practice in relation to food labelling. Broadly, the remit of the FSA in relation to food allergy and intolerance is threefold:

- to fund research that will help increase knowledge and understanding of food allergy and intolerance
- to strengthen food labelling rules to help people who need to avoid certain ingredients
- to help raise awareness of food allergy and intolerance among caterers

Specific activities undertaken by the FSA include:

- Allergy alerts
- Provision of food allergen labelling guidance to help food businesses provide information to customers who need to avoid certain ingredients because of an allergy.
- Online food allergy training - an interactive food allergy training tool is available which highlights good practice in the manufacture and production of food. It also offers practical advice to local authority food law enforcement officers and other interested parties such as staff in the manufacturing and catering industries.
- Working with the food industry and other groups to ensure that 'may contain' food allergen labelling is used appropriately and accurately while also reducing the unnecessary use of 'may contain' labelling in response to concerns of over-use.
- Provision of best practice guidance on the appropriate use of 'may contain' allergy labelling.

Research objectives

This research aims to understand how FBOs currently provide information on allergenic ingredients in non-prepacked food to consumers in order to see how business practice has moved on since the 2012 baseline (before the 2014 Food Information Regulations were in force). In addition, it will test business readiness for the 2021 PPDS legislation. This will inform FSA's work on safety-related food labelling going forwards.

Methodology and study design

In order to achieve the research objectives, a multi methods research design is proposed comprising:

- Scoping research of 10 stakeholder interviews to ensure up-to-date knowledge of business landscape

- A core survey of 1500 food businesses (1200 England, 150 Wales, 150 Northern Ireland), allowing analysis by sector and size as well as type of food sold (PPDS vs. nonprepacked).
    - Option to boost for Wales and Northern Ireland to ensure minimum sample size of 500 in each
    - Options to boost to include businesses in Scotland (either 200 or 500 interviews)
- 60 CATI interviews with market traders (stalls and mobile food vans) in each of the devolved nations
- 25 follow-up interviews with FBOs to provide in-depth insight focused on particular areas of interest

Each of the study elements are described in more detail below.

Phase 1: The scoping phase – initial stakeholder interviews

The scoping phase will consist of the project inception meeting plus 10 telephone or Skype interviews with stakeholders.

The project inception meeting will be invaluable in hearing internal perspectives on how the food industry, allergen regulations and regulatory practice / support have changed over the last seven years or so and provide insight into how the research will fulfil organisational objectives and priorities. We propose an extended half day inception meeting, and would welcome the participation of a range of internal stakeholders who can speak of the importance of the work from their perspective and how they are likely to use the results. We would also look to capture key hypotheses so that we can ensure we test such ideas comprehensively (without any assumption as to what we will find). A particular element it would be good to get your further thoughts on is the definition of PPDS, which will inform the sampling strategy for the survey of FBOs. In addition, if there are any particular documents which underpin the study (for example, key guidance or training materials) we will be happy to read and digest these as part of familiarising ourselves with the context of the research.

The purpose of the stakeholder interviews is to ensure we have a full understanding of how the food industry has moved on since the 2012 baseline so as to uncover any new issues in terms of food supply or practices which may affect our design of the survey of FBOs (for example, informing who we speak to within certain sectors, ensuring appropriate use of terminology and feeding into the questionnaire content for new topic areas to ensure its relevance). The interviews with stakeholders will provide insights into both consumer needs and current industry practices/challenges. To gain a variety of perspectives, interviews are proposed with: 2 industry representatives, 2 consumer representative groups, 2 food policy experts and 4 LA enforcement officers or trading standards officers with day to day knowledge of FBO practices and the challenges they face. We will liaise closely with the FSA on who is appropriate to include in these interviews, but some initial suggestions are provided below:

Industry representatives:

- British Retail Consortium
- Food and Drink Federation
- British Hospitality Association

Consumer representatives

- The British Dietetic Association
- Allergy Action
- Coeliac UK

Policy Experts

- Institute of Food Science and Technology (IFST)
- The Chartered Institute of Environmental Health (CIEH)
- Royal Environmental Health Institute for Scotland (REHIS)

Food safety enforcement officers and trading standards officers

- EHOs and TSOs from each country within the UK

Topics to explore during the scoping interviews will be tailored to the knowledge and interests of the interviewee. Issues will include, as appropriate (and where relevant exploring changes over the last 5 years or so):

Industry representatives:

- Common practices among FBOs in relation to allergy information/labelling (and how these differ within FBOs according to food type and differ between FBOs according to business type)
- Challenges for FBOs in providing allergen advice (eg. cost, time, knowledge, space etc).
- Challenges for FBOs in substantiating information provided by suppliers
- Examples of best practice in relation to current allergy information/labelling practices
- Support needed by FBOs – type and source of support
- Views on new regulations for PPDS food

Consumer representatives and policy experts

- What information consumers need and what level of detail
- Best methods, format, location etc for providing information/labelling - and how this differs by type of consumer, type of food business
- Perceived 'state of play' in terms of how easy consumers find it to get information now
- What might help reduce levels of anxiety among consumers with allergies (or their parents/carers)
- Views on cross contamination ('may contain') and 'free from' labelling
- Views on new regulations for PPDS food

Food safety Enforcement officers and Trading standards officers

- Experiences in relation to monitoring allergy information/labelling
- Key allergy risk areas within FBOs (eg. substantiating ingredients, storage, cross contamination from utensils)
- Common practices among FBOs in relation to allergy information/labelling (and how these differ within FBOs according to food type and differ between FBOs according to business type)
- Challenges for TSOs/EHOs monitoring allergy labelling practices
- Challenges for FBOs in providing allergen advice (eg. cost, time, knowledge, space etc) and perceived support needed
- Examples of best practice in relation to current allergy information/labelling practices
- Views on new regulations for PPDS food.

The team has a strong track record in securing interviews with senior stakeholders, including recently interviewing EHOs as part of the Evaluation of the National Inspection Strategy Pathfinder, exploring their views on how Primary Authorities could play a role in the new regulatory regime for food hygiene (Regulating Our Future programme).

Interviews will last up to 30 minutes and will be digitally recorded (with permission) for accurate data capture. Given past experience with interviewing policy managers and scientific advisers, this timing should be sufficient to cover the planned topic themes.

We recommend that a cover letter or email (endorsed by the FSA and introducing IFF as the research organisation) be available for us to send, informing scoping stage contacts of the purpose and themes of the study as well as full contact details of the research team. The letter will explain the minimum requirements for participation and emphasise that the researchers will be as flexible as possible in scheduling the discussions to fit their preferred timings. It will make clear results will be anonymous.

Topline findings from the scoping interviews (a summary document of 1-2 sides detailing key points) would inform survey questionnaire content and the sampling approach for Phase 2.

Phase 2: Survey of food businesses

The survey will be the main vehicle to collect detailed information relating to each of the overall research objectives.

We recommend the survey of food business operators (FBOs) to be telephone-based, conducted through CATI technology. A telephone approach is the most cost-effective means of delivering high-quality data and maximising response rates. Moreover, there are no reliable sources of e-mail contact addresses that would deliver an online survey of this scale and stature; similarly, there are no existing business panels which would lend themselves to being 'piggy-backed' to the scale required for this survey. Any approach that requires e-mailing businesses "cold" would deliver low response rates relative to what can be achieved through interviewer-led data collection approaches (i.e. telephone or face-to-face interviews) and would be unlikely to be accurate enough to get to the right individual within each organisation. A telephone approach also ensures no 'mode' effects when comparing against the baseline survey.

High quality sample databases for telephone surveys of employers are easy to come by and response rates are typically high, especially for official, government-backed studies (certainly higher than for online studies). Having an interviewer on the telephone soliciting participation means that people who might ignore an invitation to participate in an online or postal survey will voice their views. Moreover, the work of the interviewer to establish who at the site is best placed to answer the survey questions is vital to the success of the study, and a key advantage of telephone over online studies.

We have assumed a telephone interview of 15 minutes' duration, on average, in view of the busy/time-poor target audience. A longer interview is likely to impact adversely on response rates and frustrate individual respondents (as well as leading to an increase in costs). Despite the need for some new questions, we are confident that 15 minutes will be sufficient to capture key measures – the section on 'changes to labelling practices to comply with the law' for example is no longer necessary and can be cut to make space for awareness and plans to comply with the upcoming PPDS legislation.

We will add screening questions to ensure we can track businesses which sell non-prepacked food online (such as through Deliveroo or Just Eat) and food pre-ordered for collection in person. This will enable us to see whether such businesses face particular issues around the provision of allergen information.

The majority of survey questions will be closed format with a pre-coded set of responses (informed in part be findings from the scoping stage). Up to four questions will be more open format, allowing survey respondents to provide longer answers in their own words to questions which explore reasons for particular patterns of behaviour or particular views.

The following sections describe our proposed approach to the study, including defining the target population, sourcing and drawing sample, structuring the sample, identifying and screening respondents, and weighting the data.

Defining the survey population

The scope of the study is UK food businesses of all sizes where foods with mixed ingredients (and therefore with potential to contain one of the fourteen allergens[14]) are:

- Sold non pre-packed i.e. 'loose', without any packaging to alert consumers to their composition; and/or
- Packed on the sales premises at the consumer's request
- Pre-packed for direct sale (PPDS) i.e. packaged on the same premises from which they are sold but with packaging which could display allergen information.

The relevant food businesses therefore encompass a broad range from hospitality businesses (e.g. hotels, restaurants, cafés, pubs and bars); specialist food retailers (e.g. butchers, bakers, delicatessens); some general retailers (e.g. convenience stores and supermarkets); catering within institutions (e.g. schools, hospitals, care homes) and on transport (e.g. trains, ferries, cruise ships, airlines); and contract caterers. The study in 2012 also covered large employers across all SICs (given that they might have canteens etc. within them).

We propose using the UK SIC 2007 codes to define, and draw sample for, our target population of food businesses as presented on the following table. These match those used for the 2012 baseline study. The first column lists the specific SICs to be covered. For setting quotas and drawing sample (and for analysis and reporting) sectors would be grouped, as specified in the 'survey grouping' column. Some exemptions are presented in the final column: in discussion with FSA, there were a number of exclusions made for the 2012 baseline research. We assume that the reasons for the exclusions remain valid, and that these will be excluded again:

- 'Cash and Carry wholesalers' as well as a number of other minor categories within the SIC code 47.29, so that we can focus on Delicatessens and Organic food stores. They will be identified in part through the use of additional descriptors held by our sample provider, and then using screening questions to check the relevance of the business.

[14] I.e. gluten-containing cereals; crustaceans; molluscs; eggs; fish; peanuts; lupin; soybeans; milk; specific nuts; celery; mustard; sesame seeds; and sulphur dioxide/sulphites at concentrations of more than 10mg per kg or 10mg per litre.

- 'Clubs' (SIC code 56.30/1) from within the 'pubs and bars' category on the assumption that very few (if any) would handle food items with mixed ingredients either loose or packaged on site.[15]
- Greengrocers, as the types of allergen-containing products that they sell loose are likely to be predominantly single-ingredient food items (for example, sticks of celery – thus making it relatively obvious to the consumer that the allergen is present).

UK SIC 2007 Sub-class		Survey grouping	Exemptions
Code	*SIC description*		
A. 47.24	B. Retail sale of bread, cakes, flour confectionery and sugar confectionery in specialised stores	C. Bakers	D.
E. 47.22	F. Retail sale of meat and meat products in specialised stores	G. Butchers	H.
I. 47.29	J. Other retail sale of food in specialised stores	K. Delicatessens	L. Cash and carry wholesalers
M. 56.21	N. Event catering activities	O. Caterers	P.
Q. 56.29	R. Other food service activities		
S. 47.23	T. Retail sale of fish, crustaceans and molluscs in specialised stores	U. Fishmongers	V.
W. 47.11	X. Retail sale in non-specialised stores with food, beverages or tobacco predominating	Y. General retail	Z. Frozen food stores and household stores
AA. 47.19	BB. Other retail sale in non-specialised stores		
CC. 47.30	DD. Retail sale of automotive fuel in specialised stores		
EE. 55.10	FF. Hotels and similar accommodation	GG. Hotels	HH.
II. 84.22	JJ. Defence activities	KK. Institutions and large employers[16]	LL.
MM. 84.23	NN. Justice and judicial activities		
OO. 85.10	PP. Pre-primary education		

[15] This builds on IFF's experience of drawing sample for the FSA study 'Evaluating Guidance on E.coli Cross Contamination' (see paragraphs 2.7 and 2.8 of the Technical Report).

[16] Large businesses were sampled across all SIC codes

QQ. 85.20	RR. Primary education		
SS. 85.31	TT. General secondary education		
UU. 85.32	VV. Technical and vocational secondary education		
WW. 85.41	XX. Post-secondary non-tertiary education		
YY. 85.42/1	ZZ. First-degree level higher education		
AAA. 85.42/2	BBB. Post-graduate level higher education		
CCC. 86.10/1	DDD. Hospital activities		
EEE. 86.10/2	FFF. Medical nursing home activities		
GGG. 87.10	HHH. Residential nursing care activities		
III. 87.20	JJJ. Residential care activities for learning disabilities, mental health and substance abuse		
KKK. 87.30	LLL. Residential care activities for the elderly and disabled		
MMM. 87.90	NNN. Other residential care activities		
OOO. 56.30/2	PPP. Public houses and bars	QQQ. Pubs and bars	RRR. Exclude clubs
SSS. 56.10/1	TTT. Licensed restaurants	UUU. Restaurants and cafes	VVV.
WWW. 56.10/2	XXX. Unlicensed restaurants and cafes		
YYY. 56.10/3	ZZZ. Take away food shops and mobile food stands		
AAAA. 49.10	BBBB. Passenger rail transport, interurban	CCCC. Transportation	DDDD.
EEEE. 50.10	FFFF. Sea and coastal passenger water transport		
GGGG. 50.30	HHHH. Inland passenger water transport		
IIII. 51.10/1	JJJJ. Scheduled passenger air transport		
KKKK. 51.10/2	LLLL. Non-scheduled passenger air transport		

In terms of some of the inclusions from 2012, which we assume will be included again:

- Fishmongers were included on the grounds that the allergens may be present in seafood sold mixed; and because we believe it will be more difficult for consumers to distinguish between one type of seafood and another (relative to vegetables).
- ‘Retail sale of automotive fuel’ i.e. petrol stations, on the basis that many now sell coffee, cakes, sausage rolls etc. rather than just pre-packed foods.

- Large employers (with 250 or more employees at the site) across all SIC codes, on the basis that they may have a restaurant or café / non-prepacked snacks available on site.

In 2012 it was also decided that within the institutions and large employers grouping, specific sectors should be sampled to ensure that establishments dealing with vulnerable members of the public (including the very young, old or dependent) were also covered by the research. As such, establishments within the pre-primary and primary education, hospital activities and other nursing or residential activities sectors were deliberately included. The army and prisons were further sub-sectors targeted, the former to ensure that institutions did cover some non-vulnerable consumers as well.

An area of challenge is that arrangements for providing catering within institutions and on transport are likely to vary, with some businesses preparing their own food in-house using their own employees and others employing catering contractors to do so. Where contract caterers are involved, responsibility for how ingredients (and the potential presence of the 14 allergens) are communicated to the end-consumer may lie either with labelling or presentation of the food by the contractor; or by presentation of the food and/or communication by the establishment's own staff. The 2012 questionnaire was therefore designed to gather the perspectives of both contract caterers and the establishments they serve.

Conducting interviews within the transport sector presented a particular challenge in 2012. This was for a mix of reasons including the site/unit being more complex than in other sectors (the plane/ferry vs. the 'depot/hub') and, related to this, the person we would ideally want to talk to would be someone on that transport dealing with the public (e.g. a Head Flight Attendant on a plane). Locating and interviewing these very mobile people is clearly far from straightforward, and the sample information tends to be for an office or admin centre rather than the actual mode of transport. As with 2012, we will supplement the Market Location sample with additional sample through free-find and desk research, and work hard at contacting the sample to access the right individual(s) within each organisation.

We will need to screen **all** businesses contacted to check that they are relevant to the study, namely:

- That they sell items of food that are made from a mixture of ingredients; **and** that **either**
    - Some of these items are sold or served without any packaging that says what the ingredients are; **or**
    - Some of these items are packaged on the premises, ready for sale.

Whilst these screening questions are likely to be consistent across all sectors, there is likely to be need to present sector-specific examples to establishments to help them understand the types of food items that are of interest – i.e. to help explain what we mean by 'mixed ingredient foods' and/or to jog their memories about the types of food items that they may sell loose or packaged on site. For example, for butchers, sausages and meats pre-cooked with additional ingredients might be cited as examples (as the kneejerk reaction from butchers may be that they do not sell mixed ingredient foods); whilst for convenience stores or petrol stations we might use the example of bakery or pick n mix items sold from plastic bins (as these businesses may easily forget that they sell loose food items altogether).

Where there is a catering contractor involved in food provision in an institutional or transport context, there is likely to be a need for further screening questions to identify which parties are responsible for

the presentation of the food sold or served. This will need to recognise that it may be a joint responsibility, e.g. the contract caterer being responsible for descriptions on menus whilst the establishment's own staff present the food on-site or communicate the ingredients verbally.

Within some of these sectors, large numbers of establishments will belong to major chains – not only the major supermarket chains but also chains of cafés (e.g. Starbucks, Pret) and restaurants (e.g. Café Rouge, McDonalds). Although they clearly 'qualify' in terms of being Food Business Operators (FBOs) for whom the regulatory changes are relevant, and are of major significance in terms of market share, we recommend – as in 2012 - setting limits on the numbers of each chain that we interview (up to five branches of each) in order to represent the diversity of each sector. This approach recognises that not all branches of a chain will necessarily handle this issue consistently, whilst at the same time not allowing chains to dominate the sample of interviews achieved.

Although there are a number of specific issues to clarify in terms of defining the population, the majority of FBOs are fairly straightforward to identify through SIC and their inclusion in the survey is relatively certain (i.e. almost all restaurants, bakers, delicatessens, cafes and takeaways and the majority of butchers, pubs and bars). For the purposes of costs we have assumed that the proportion of businesses within each broad sector that would qualify for the survey is the same as in 2012. These proportions are stated below (see 'Interview stratification').

For comparability purposes, it is essential to use an establishment-based approach for this follow-up study. This will provide a picture of day-to-day operational dealings with the issue of food presentation and labelling, and to capture differences in levels of interaction and different experiences at site or branch level.

Overall sample size

We would suggest conducting a minimum of 1,700 interviews if Scotland is being included (1,500 if not). A 1,700 total closely matches the approach taken in 2012 (when 1,666 interviews were undertaken) and will produce findings with a maximum overall standard error of +/- 2.4% (in the worst case scenario from a statistical reliability point of view of an overall result of 50%), allow for reasonable sub-analysis by the criteria discussed below, and mean allow for robust time series analysis (for example, if a result on the baseline was 60% a difference of greater than 3.4% in the proposed study will be statistically significant).

The 2012 1,666 figure was arrived from an original 1,500 interviews, spread proportionately across country, and then boosted in Scotland, Wales and Northern Ireland to achieve 200, 150 and 150 interviews respectively. We think the same logic applies for the proposed study, though if more robust results are required in Scotland, Wales and Northern Ireland then larger sample sizes in those countries would be required – 500 in each.

Interview stratification and boosts

The sampling strategy needs to be designed to ensure that the survey delivers results that are as representative as possible in terms of:

- Specific sub-sector;
- Employer size band; and
- Geography

It is our recommendation that official population statistics used to size and stratify the business population – both from a sampling / quota-setting perspective, and also ultimately for weighting (which

we discuss in more detail below). We would usually recommend that these be established through the Inter-Departmental Business Register (IDBR) administered by the ONS, which holds records of all businesses registered for VAT and all businesses operating a PAYE scheme. The IDBR is widely regarded as being the most accurate and comprehensive "official" source of population data available, and has been used for sampling/weighting most of the flagship Government-funded surveys including many that IFF manage. However, this does exclude businesses below the VAT threshold which may be the case for some delis, sandwich shops, small cafes etc.

The final interview stratification and distribution of interviews would be agreed in liaison with the FSA. Our initial thoughts, in line with the 2012 approach, is as follows:

- As regards size bands, we propose sub-dividing these into 1-4 staff, 5-10 and 11+ (note, in 2012 the quotas and fieldwork management were based on using under 10 staff, 10-49 employment, and 50+ employment, but in the reporting the 1-4/5-10/11+ categorisations were used. It makes most sense to use the categories that will be used in the reporting to ensure the right profile is achieved to enable suitable comparisons with 2012 in the report).
- We would suggest using the SIC codes listed above to inform stratification by industrial sub-sector.

We would suggest using interlocking quotas by size and sub-sector as the primary means of structuring the sample. This is because:

- Awareness of the regulatory changes and practical impacts of implementation are likely to vary considerably by sector.
- The ability of businesses to resource compliance activity, and their needs in terms of information and training, are likely to vary according to the size of the business (larger firms are likely to be better resourced than smaller ones).

Until we order and receive counts from IDBR at 4/5 digit SIC level, we cannot devise a final quota grid. However, we can use 2012 figures for illustration, and base counts on available Market Location sample. Furthermore, as we now have actual incidence rates to work with rather than assumptions, we can factor the estimation of businesses that will qualify into our sampling.

The approach in 2012 for sub-sector, which we suggest replicating, had a modified proportionate sampling, modified to achieve 50 interviews per sector in those that would have received a lower total if strictly in proportion. In this way, this approach ensures that a greater number of interviews are achieved in the smaller sub-sectors, enhancing the confidence with which findings can be reported for these. We propose capping restaurants and cafes at 500 interviews to allow for smaller sectors to be boosted.

It should be noted that given the amount of available sample combined with the proportion we expect to be eligible, some of the targets in the following table are ambitious (e.g. for transportation).

	"Population" (total number of records available from Market Location)	"Incidence" (Our assumption re: % of businesses that will qualify based on 2012)	Estimated qualifying population	2012 Number of interviews	Proposed 2019 Number of interviews
Bakers	9,229	91%	8398	50	65
Butchers	5,530	78%	4313	52	50
Delicatessens	6,658	50%	3329	49	50
Caterers	5,506	59%	3249	100	100
Fishmongers	631	33%	208	50	50
General retail	42,614	31%	13210	200	200
Hotels	23,903	81%	19361	62	100
Pubs and bars	33,163	50%	16582	268	215
Restaurants and cafes	103,726	98%	101651	499	500
Institutions and large employers	37,907	Care-home & hospitals 64%	24260	85	85
	35,543	Pre & primary education 75%	26657	80	85
	4,283	Other education 50%	2142	55	50
	1,984	Defence /justice 19%	377	49	50
	c. 8,200	Large business 19%	c.1558	40	50
Transportation	c.800	20%	c.160	27	50
TOTAL	**c. 319,677**		**c.225,457**	**1,666**	**1,700**

In terms of size of the business, in 2012 within sub-sector the size distribution was left to fall out purely representative of the population, which led to 1,038 interviews with micro establishments (less than 10 staff), 474 with those with 11-50 employees and 139 with businesses with 50 or more employees (and 586 for those sized 1-4, 452 for those with 5-10 employees and 613 for those with 11+ employees).[17] We suggest that the same approach is adopted again, and that we use the 1-4, 5-10 and 11+ categories to set targets.

Given the importance of analysing results by country and the important role that the FSA plays in each of devolved administrations, ideally we would also set interlocking *size by sector* quotas within country. However, this is not practical with 1700 interviews as it would result in too many quota cells

[17] Based on Market Location's population counts, as discussed above.

and therefore inefficient and costly fieldwork. Instead we propose prioritising getting a representative profile by sector within each country by setting sector by country quotas.

As discussed earlier, with a target of 1,700 interviews we would aim to achieve 200 interviews in Scotland, 150 in each of Wales and Northern Ireland, and 1,200 in England.

The brief mentions the possibility of a boost of sites with food prepacked for direct sale (PPDS). In clarification questions it was raised that the definition of this has not been finalised by FSA. On this basis it is hard at this point to boost this group. However, we do need to ask all businesses if they sell food prepacked for direct sale, allowing us at all points throughout fieldwork to assess how many are falling into each group. This will enable FSA to decide if this number is sufficient for analysis purposes, but also importantly to assess which sub-sectors have the largest proportions falling within the PPDS category. The latter will mean that if during fieldwork a boost is required to achieve more PPDS interviews, we can target this work on sub-sectors where they are most commonly found. (Of course if this approach is used of targeting specific sectors, we would need to careful consideration at the weight stage of how to incorporate such a boost within the overall findings). It is also worth noting that if a boost is conducted specifically for PPDS, *whereby if a company does not sell food prepacked for direct sale then they are not interviewed,* the per interview cost would be higher than the standard interviews we are conducting.

While it is challenging to estimate what base size is feasible for PPDS, we would advise that it would be desirable to achieve 200 interviews, giving a maximum overall standard error of +/-6.9%.

Sample source and validating the sample

We would draw the sample for the survey from an established business database. Over the past three years, for site-based employer studies, we have used Market Location as the most comprehensive (we have run analysis for different sample providers on their sector and size coverage in preparation for two flagship employer studies for the Department for Education, the UK Employer Skills Survey and the Employer Perspectives Study). We have already had conversations with them and obtained counts for available sample although these will need to be updated once we have confirmed the exact scope of the survey in terms of specific sub-sectors. Sample would be drawn using the SIC codes listed above.

We will check whether duplicate telephone numbers exist within the sample drawn, and delete duplicates (at random).

We will also ensure that all sample is flagged with an industry sector code, a geographical location code and an employment size band code.

In terms of the sectoral markers, our experience of working with sample and coding it to sectors means that we are aware of a small number of areas in which problems commonly occur, and which can lead to records being wrongly coded on the sample. We would therefore propose asking respondents whether the description of their activities that is included on the database is one which they broadly agree encompasses their establishment's activities. Adopting this approach brings great benefit in ensuring that not all records need to be SIC-coded from scratch – thus saving on fees.

One issue to consider is how well very small businesses would be represented in this sample – in particular those below the VAT threshold and those who only have access to a mobile phone. As Market Location's Business Database is based primarily on Yellow Pages and Thomson Directory entries, Market Locations's coverage of (very) small establishments is actually reasonably good. In

fact, at the small end, Market Location counts can exceed "official" population statistics such as ONS's IDBR, since a lot of very small firms fall below the VAT/PAYE radars (and are therefore not picked up by ONS). VAT/PAYE status is a non-issue for Yellow Pages, Thomson Directories, etc.

Although we normally tend to ask Market Location to exclude records for which they only hold mobile numbers (particularly for the big employer surveys), they are able to provide 'mobile-only' records and our costs assume that a proportion of the interviews will be conducted on mobiles (although we will always ask if there is a landline available as it is better to conduct interviews this way, as you tend to have the full attention of the respondent and it is less likely to cut off mid interview).

Screening / identifying target respondents and maximising response

The respondent will be the person within the business who is most knowledgeable about and the main decision-maker regarding the organisation's activities in relation to how the ingredients of food items are communicated to customers. In small organisations, this is likely to be the owner; in larger organisations, it may be a specific partner or senior manager (e.g. a senior manager who is ultimately responsible for front-of-house service). In all cases, the respondent will be at owner/senior manager level. We will verify their suitability at the outset of the interview using a screening question agreed in conjunction with the FSA.[18]

Ensuring that a high response rate is achieved will be critical to the robustness of the study, and essential in meeting the quotas. At IFF we pride ourselves on our ability to achieve response rates to the highest industry standards and levels.

We achieve this through a range of activities across both the executive research team, and the wider data collection team. Key factors that will impact on the levels of response to the survey will include:

- The quality and persuasiveness of the interviewers;
- Ensuring interviewers are fully briefed on the research and can clearly explain its purpose;
- A questionnaire introduction wording that 'pitches' the survey in a manner which communicates its relevance to respondents;
- The number of attempts made to contact each potential respondent;
- The management of the fieldwork process e.g. calling back people when we say we will.

We are confident that we have a field force and field management team that are second to none in the industry in terms of experience in conducting high-quality CATI interviewing among businesses of all sizes. This experience means our interviewers have the skills required: to identify the correct person in an organisation to interview; to persuade busy business people to take part in research; and then to conduct the interview in a professional manner. This means that the quality of the data collected and response rates achieved are above industry norms.

An important part of the process is the initial briefing of the interviewers. These briefings will be conducted by the research team and will be held in sessions with no more than 15 interviewers (larger than this and we find the briefings less productive). Written notes will be given to the interviewers to accompany the verbal briefing. Following the briefing, interviewers practice on the CATI script for a minimum of an hour to become familiar with the questions and the layout on screen before starting interviewing. We also provide feedback sessions whereby the most experienced interviews give tips

[18] In 2012 we asked 'Please can I speak to the owner or manager or the most senior person responsible for food safety at this site?'

and impart their expertise to others, in particular in relation to working through the screener and getting past (sometimes obstructive) gatekeepers.

For this study, respondents are likely to be running their business or serving customers when we call to ask them to participate in the survey. It is therefore critical to recognise and accommodate the multiple demands on respondents' time. The key to this is being flexible in terms of times at which interviews are pursued – some respondents will prefer to be called within standard office hours, whilst others may prefer to be called outside of 9-5 working hours and we will need to cater for these preferences. Where necessary, we will offer to take home or mobile telephone numbers in order to meet these out-of-hours appointments, if that is the respondent preference. Based on our previous experience of researching this audience for FSA, we would also recommend we avoid calling businesses such as restaurants and cafés at lunchtimes altogether.

There is a fine line between over-calling and annoying respondents and applying gentle pressure to encourage response. An important element in getting this right is ensuring interviewers make detailed notes after each call which will appear on screen for the interviewer the next time that respondent is called (hence the interviewer will know 'where things stand'). It is also important that where contact has been made with the respondent information is programmed into the system about when next to call (it is particularly annoying for respondents to ask to be called back at the end of the week, only to get a call the next day).

We strongly recommend that a reassurance e-mail is made available to (potential) respondents. This would outline the research objectives and methodology and ideally be signed by someone at FSA. It should also include an approved contact name (with contact details) of someone at the FSA who can reassure individuals that the survey is bona fide. This is critical to the smooth running of the study – for instance, it is likely to significantly assist our effort to represent major chains within the sample; and is also likely to minimise the numbers of queries and possible complaints to the FSA.

We do not feel that a financial incentive is necessary to achieve a good response rate. Instead, as with most of the work we conduct amongst UK businesses, we prefer to rely on the measures described above.

We are confident that we can meet or exceed the response rate we achieved in 2012: 67% of those in scope of fieldwork (i.e. once we have excluded unobtainable numbers, out of quota, not available in fieldwork period, still in scope of the study when targets achieved).

Weighting the data

We propose weighting using population statistics sourced from the IDBR, to which we will then apply screening data on eligibility within sector to arrive at the population of food businesses selling mixed ingredient food items loose or packed on site. In other words, if there are 10,000 bakers across the UK (identified via IDBR) and 90% of those contacted are eligible / pass the screening, then we assume the relevant population of bakers is 9,000. This will be done across each sector group, to devise the total relevant overall in-scope population, and the proportion that each sector should comprise of the total.

In the weighting we will need to check and correct for the oversampling of key subgroups (i.e. smaller sectors and the devolved administrations which we are planning to boost).

While we will review our weighting strategy after looking at the profile of interviews achieved (and discuss pros/cons of various options with you), it is likely that we initially calculate weights using a

subsector-by-sizeband grid. Overlaying this, we suggest then imposing a rim weight to correct for the overall profile by country.

We would include a detailed description of the weighting approach taken in a technical appendix to the report.

Meeting requirements for interviewing in Welsh

All respondents in Wales would be offered the opportunity to be interviewed in Welsh. IFF have a number of Welsh-speaking interviewers who regularly conduct interviews in Welsh for a number of our public sector clients, including Welsh Government.

Where reassurance letters are sent to respondents in Wales these will be sent in both English and Welsh.

A separate freephone number would be set up for enquiries from individuals based in Wales that wish to leave a message in Welsh. The message that this number connects to would be recorded in Welsh and English, and messages left in Welsh will be responded to by a Welsh-speaker. Similarly we would reply to e-mails sent in Welsh in Welsh.

Piloting

We would recommend a pilot exercise of around 30 interviews in total. These could be achieved reasonably quickly (around 2 days, with a small, hand-picked team of interviewers), with feedback arranged very quickly afterwards. While this is not as critical as in 2012 given that much of the questionnaire is now 'tried and tested' it will prove a useful sense-check on overall questionnaire length and on the comprehension of new questions as well as ensuring that our screening questions enable us to distinguish between food which is PPDS and that which is packaged at the point of sale.

We would look to achieve a profile of interviews by broad sector and size in approximately the same proportions as the mainstage.

All interviewers taking part in the pilot will be fully briefed and debriefed. Members of the FSA Project Team would be most welcome to attend the debrief and/or to listen in to pilot interviews, speeding up any discussions about changes to be made to the questionnaire post-pilot.

Data reduction and preparation

We have assumed that up to 4 open-ended responses will need to be coded (as well as up to 30 'other' responses to pre-coded questions). Such coding will be conducted on an on-going basis to codeframes agreed with the FSA (with the baseline codeframes offering an obvious starting-point for all existing questions). Coding will be carried out by a small team of coders with experience of similar studies. At least 10% of each coder's work will be checked by the research team focussing particularly on coding carried out at the early stages to ensure that any problems are picked up as early as possible. A coding briefing will be carried out at the start of the project by a member of the research team and coding notes (detailing the types of responses to be included in each code) will be produced.

In addition to this coding, we will be coding SIC data on an ongoing basis and checking that the sector to which the organisation was allocated during interview was valid.

The questionnaire would be programmed using our in-house Computer Aided Telephone Interviewing (CATI) system. This facilitates sample rotation and quota management, as well as automating the

routing (i.e. to ensure that respondents are only asked questions that are relevant to them). As far as possible, we will also set-up the CATI survey to include checks on logical / mathematical fallacies. However, despite all these internal checks being in place, it is inevitable that there will need to be some investigation and cleaning of the data at this processing phase.

The approach we would take to this is to examine response patterns at each individual question. Where data exist that still appear dubious, and/or, on numerical data, where outlier responses appear that stand out from the normal distribution of responses, we will call back respondents and/or use external sources for verification as appropriate. As standard, we carry out low and high volume checks on all integer data.

IFF is highly experienced in the delivery both of datasets and of data tabulations. We pay particular attention to the need to develop and deliver datasets which are designed in a logical, easy-to-follow manner, close to the questionnaire structure (with additional derived variables clearly distinguished from straight question responses) and which can be quickly picked up by lay users, and those without a detailed knowledge of the survey in question. Datasets need to stand the test of time in being a record of the survey findings.

We will produce a technical report for the study, detailing key methodological details, including sample design, questionnaire development, response rates / representativeness, population data and sources, and weighting approaches and conventions. This will also include a statement of sampling errors and statistical confidence.

Data Analysis

Our quantitative data analysis will look at how responses to questions differ according to the dimensions or 'covariates' listed in Box 1 below.

Box 1: Characteristics of FBO

- Food sold (including whether pre-packed and whether non-prepacked for direct sale)
- Type of business, sector
- Location of business (country and region)
- Size of business – staff numbers
- Age of business

Analyses will include descriptive frequencies and bivariate (two-way) techniques. When we start working with the final data, we will also consider whether multivariate analysis can add value and will present costed options to you if so with full pros / cons. As an example, a probit regression might be used to determine the type of business which is already fully compliant (or not) with the upcoming PPDS regulations, using covariates listed above. At all times material will be presented in a manner suitable for a non-technical audience. In addition to tables, we will display findings in visually more interesting ways by means of graphs, pie charts and diagrams.

We will agree crossbreaks and any derived/summary variables to use in the data tables and SPSS with the FSA. These will be clearly specified and mkade available to FSA for transparency and replicability.

Survey of market stalls and mobile food outlets

We recommend that, as in 2012, market stalls and mobile food outlets are surveyed separately to other FBOs given the need for a specialist recruitment approach for this audience and the fact that the findings cannot be easily integrated into the main survey due to a lack of reliable population data.

The first stage of sampling is to select the markets to include in the research. We will do this by asking a handful of local authorities (to be agreed with you) to supply us with a list of markets in their local area. If you can suggest contacts at LAs and introduce them to us, this is likely to speed up the process but we are also prepared to free-find contacts, making contact by email and phone as necessary.

In 2012 markets were sampled from England only (with half the sites in London and half split between the South-East, Midlands and North). This time, we propose achieving a more even spread across the UK with 2 in London, 2 elsewhere in England, 2 in Wales, 2 in Northern Ireland and 2 in Scotland[19].

Once we have lists of markets, we will then select individual markets from these aiming to achieve variety in terms of geographical location and market type (e.g. specialist food markets and traditional markets selling both food and non-food items).

A researcher will then attend each of the markets selected to recruit market traders (both stalls and vans). Most market traders selling non pre-packed food will be in scope, however, in line with the main survey, stalls selling fresh fruit and vegetables will be excluded on the basis that the types of allergen-containing products sold loose can be considered to be predominantly single-ingredient food items.

We will provide information about the research and invite stall holders / van owners to complete the main survey over the telephone at a time convenient to them (for example, in the evening or on a day off). We will record contact details so that we can follow up market traders proactively rather than relying on an opt-in only approach.

This approach allows us to give market stalls and mobile vans a chance to participate fully in the research and gives their views and experience parity with FBOs from other sectors. We anticipate that the questionnaire we use for this element of the research will be largely the same as for the main survey, other than a few minor wording amends to ensure appropriateness to the respondent group. While an on-site face-to-face approach was considered in 2012, this was ultimately rejected as it would have required a very short interview (c. 5 minutes) given the need for many market traders to be constantly available to customers.

Face-to-face recruiters will also be able to make some direct observations on things like whether there are clear labels, signs warning of allergens, examples of ‘free from’ or ‘may contain’ etc.

We would look to recruit c.10 traders over a day at each market, with an expectation that around two in three would go on to complete an interview. To allow for some contingency, we suggest sampling 10 markets to achieve 60 interviews.

[19] If Scotland is included in the research – if not, these 2 markets can be chosen from somewhere else.

As in 2012, we propose including mobile food vans which are based at markets as a cost-effective way of including this group in the research given that they are geographically clustered and accessible here (compared to, for example, vans in lay-bys or food vans at festivals or events which may incur admission fees). We anticipate achieving 5-10 interviews with this group.

Through our experience of covering this audience in 2012, we have gained an enhanced understanding of the criteria for recruitment success:

- A reasonable ask i.e. not asking the trader to complete an interview at expense of making money serving customers
- The provision of information which can be taken away to look at later as well as a concise verbal 'sales pitch' to explain what the research is about / why it is worth taking part in.
- A personable recruiter both in person and subsequently over the phone – this is key and we would select recruiters based on their particular fit for this type of task.

Where the above criteria are met, we have found that a financial incentive is not necessary.

Follow up interviews with FBOs

Follow up interviews will explore, in greater depth, issues that will have emerged from the survey and provide context and explanatory evidence for these – an approach that was used to good effect in the 2012 baseline and in our evaluation of E.coli O157 guidance. Qualitative research allows deep insight to be gained into the perceptions and experiences of FBOs, providing a robust evidence base about the practical implications for businesses (of different types) of operating the labelling requirements. Equally important is the ability of qualitative research to allow the true voice of FBOs to be heard through the research, giving more authenticity and urgency for any calls to action and recommendations made in the final report.

The FBO survey will serve as the sample frame and the survey will include a question to ask permission for re-contact for further research. Follow up interviews will be chosen from among those agreeing to further contact.

FB owner/managers will be interviewed using a semi-structured topic guide so that the core issues of interest to the study are explored consistently with each participant, to allow for comparison across the sample, while retaining flexibility for respondents to expand on topics where there is a perceived need. Skilled qualitative interviewers will be comprehensively briefed on the context of the research so that they can probe effectively and gain a full understanding of the issues involved for FBOs. All research tools will be agreed with the FSA before being used. The first two to three interviews will be used as pilots, with the topic guide modified if necessary, for example if it is evident that particular types of question are misunderstood or give scope for ambiguity.

Focus groups would not be suitable for FBOs. Although a cost effective means of gaining insights, FB owners/managers are typically very busy running their businesses, with little time to spare to attend a focus group that may require them to give up half a day to travel and participate.

25 interviews will be sufficient to enable us to explore issues pertinent to a broad range of businesses in terms of size, location and type. As in 2012, the precise quota breakdown will be decided following preliminary survey analysis. Survey findings may prompt the need to focus investigations on categories of business facing particular challenges e.g. by sector (cross-contamination was found to be particularly relevant to sandwich shops and bakeries through the use of single chopping boards for multiple allergenic ingredients) or sub-sector (such as restaurants and takeaways where staff do not speak English as a first language). Within such sectors of sub-sectors, we may wish to include a mix of businesses who only provide consumers with information

on allergens verbally and those that provide written information as well as a mix of those who do and do not provide information on allergens to their staff.

Finally, we may wish to consider focussing at least a proportion of these interviews around exploring views of the PPDS legislation (for example, ensuring we include both businesses aware of the legislation and some who are not aware).

Follow-up interviews will be around 30-40 minutes in length and scheduled at a time that is convenient to the respondents. Thematic coverage will include:

- Current practices and reasons for approach
- Any challenges or barriers encountered around providing allergen information
- Planned improvements, if any
- Further support needs
- Feedback/queries from consumers in relation to allergy labelling
- Use of guidance and training
- Supply chain auditing
- Challenges or barriers in avoiding cross-contamination from an allergen perspective
- Awareness, views and anticipated challenges/preparedness for the new PPDS regulations
- Any other issues that may emerge from the survey or the scoping stage of the study

Again, we do not feel it will be necessary to offer a financial incentive based on our experience of conducting this exercise in 2012.

Qualitative analysis

Qualitative analysis begins within the discussion itself. Within the session, the researcher continually weighs up the implications of what the participant says – and devises relevant follow-up questions (where this helps us draw out additional insight to meet the study objectives). Through this process of active listening and 'weighing-up' of feedback, the researcher exits the session with an initial view on the implications of the discussion.

Encrypted digital recorders are used to record discussions. These are transcribed or summarised in detail to a standardised template[20]. The researcher uses the recording, the transcript/summary and any notes for personal analysis, re-immersing themselves in the content of what the participant said; the way in which they said it etc., in order to revisit – and potentially challenge – their initial view on the implications of the discussion.

This will involve triangulating feedback from different sections of the interview (e.g. although a FBO claim they would be likely to adhere to any new regulations immediately and without significant challenges, does this square with their past behaviour/experience and, if not, why not?). Notes are made of key take-outs, illuminating quotations, and areas to explore further etc.

Individual analysis of each discussion is entered into an analysis framework, under headings relating to the objectives – allowing sessions to be compared/judgements made about the commonality of experiences. The framework would contain 'firmographic' variables (e.g. size, sector, country) to identify subgroup differences.

IFF then conducts a Director-led analysis session, in which researchers develop their thinking regarding the findings/their implications. Individual researchers bring to the session their tentative

[20] If the FSA requires copies of transcripts this will incur a small additional fee.

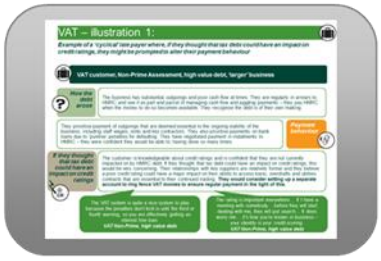
interpretation of the findings. This will be discussed, with careful reference to the evidence, to verify our interpretation of the findings through researchers applying a degree of scrutiny and challenge to each other's perspectives on what the findings mean. We welcome your participation in this session.
B. 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.

The value of telephone interviewing lies in its efficiency and geographical reach. However, we also look to enhance the quality of our qualitative interviewing by offering research participants the chance to take part in a Skype interview rather than a telephone interview. This approach enables us to build/maintain a high level of rapport throughout the interviews and read subtle non-verbal communications. A further advantage of this approach is that (with appropriate permissions) we are able to record a section of video/audio that can then be used to illustrate reporting findings and/or for communications purposes. We have used this technique research for the Foreign and Commonwealth Office and tends to work best at the end of an interview where participants are asked to recap on a few short questions relating to: overall satisfaction/awareness, ideas for improvements etc. Our costs include the provision of raw video/audio footage for the FSA to select and use as suits; we would also be happy to provide a quote if you would like us to curate a set of clips for you.

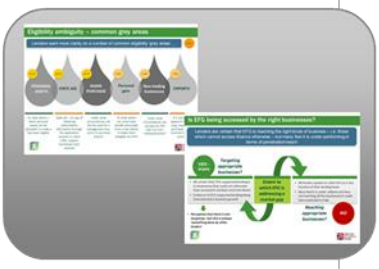
In addition to innovation in fieldwork methods, we are keen to discuss with the FSA new methods of delivering and disseminating the findings of the research. One of the challenges faced by any research programme is to ensure that the data is accessible to those who should and would obtain value from it, i.e. communicating data so that it does not just remain the preserve of a few but is used by many. We understand the power of visuals and graphics in grabbing audience attention and contributing towards a raised profile of the research. To this end, we will make plentiful use of charts and tables for quantitative findings and diagrams, to represent qualitative findings visually.

Quotations: We make use of verbatim quotes to bring the findings to life. These would be carefully anonymised, but would include individuals' sub-groups.

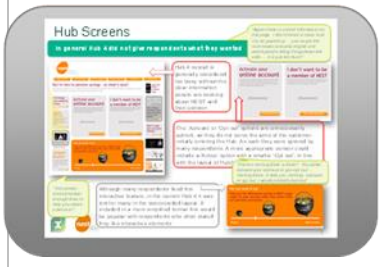
Case studies: We would look to expand on verbatim quotes using anonymised case examples where individuals tell us a story of particular interest, that communicates a key theme.



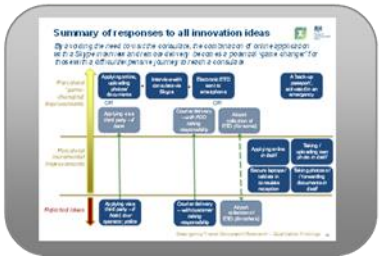
Diagrams: We represent qualitative findings visually. For example, grouping certain attitudes or behaviours into segments.



Annotated stimulus: Whether exploring draft booklets, online guidance or a performance framework, annotating these makes participant feedback accessible 'at a glance'.

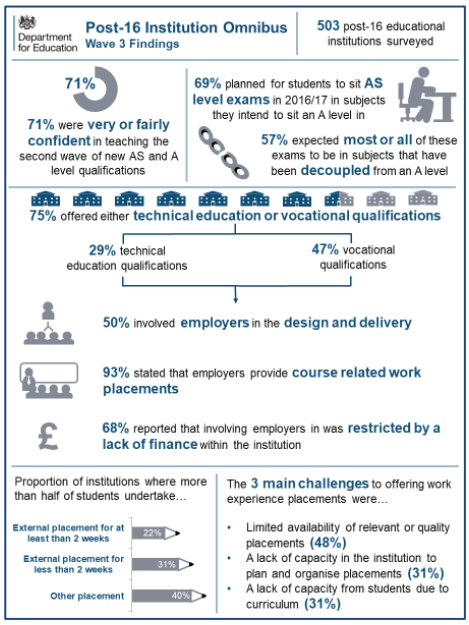


Hierarchies of ideas: We present visual summaries of how 'warm' participants were to materials tested – e.g. alternative concepts or design routes, or topics for inclusion in guidance booklets.



Translating findings into user toolkits: We have experience of translating findings into resources for direct use by stakeholders (e.g. organisers of exercise for disabled people)

We will also offer an infographic key findings summary at no additional cost. Sections of the infographic could also be provided to the FSA as image files suitable for sharing online or via social media. Some examples of previous infographic summaries are shown below.



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.

A GANTT chart project plan is provided as a supporting document.

We have allowed a reasonable amount of time (four weeks in total) for the scoping interviews in recognition of how busy people are over the holiday period.

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 prosed work will automatically be calculated on the financial template.

DELIVERABLE NUMBER OR MILESTONE IN ORDER OF EXPECTED	TARGET DATE	TITLE OF DELIVERABLE OR MILESTONE
1 (OBJ 1-2)	**06/12/19**	Final scoping topic guides
2 (OBJ 1-2)	**10/01/20**	Complete scoping interviews
3 (OBJ 1-2)	**07/02/20**	Complete survey questionnaire design post-pilot
4 (OBJ 1-2)	**28/02/20**	Complete market traders fieldwork
5 (OBJ 1-2)	**06/03/20**	Complete survey fieldwork
6 (OBJ 1-2)	**27/03/20**	Final topic guide FBO follow-up interviews
7 (OBJ 1-2)	**01/05/20**	Complete FBO follow-up interviews
8 (OBJ 1-2)	**22/05/20**	Presentation of findings
9 (OBJ 1-2)	**12/06/20**	Draft report
10 (OBJ 1-2)	**24/07/20**	Final report
11 (OBJ 1-2)	**14/08/20**	Final provision of technical report and dataset

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.

1. [redacted]

[redacted]

[redacted]

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	IFF Research

Named staff members, details of specialism and expertise.

Jane [redacted]

[redacted]

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

Named staff members, details of specialism and expertise.	

Participant Organisation 3	
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
	Days per team member
[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]
[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.

Management team and roles

IFF's project management procedures are an integral part of our strategy toward maintaining the highest quality standards and appropriate risk management. For each study, named researchers are identified as project director and project manager. For this project, Jane Thompson will be the project director, with David Vivien as second Director, providing direction in Jane's absence and a second point of view (drawing on his expertise from the baseline study). The project manager for this study will be Sam Selner.

A high level of senior involvement at all stages in a project is a hallmark of our approach and our staffing ratios reflect this. As project director, Jane and David will play a very hands-on role particularly at design and analysis phases. She will be involved in report drafting, briefing interviewers and designing analysis specifications. Jane and David will maintain an overview of the entire study at all times. They will be responsible for quality assurance and will attend all key meetings. Jane will provide project quality assurance. She will sign-off the project plan and risk register and ensure that procedures are followed accordingly. She will also sign-off the survey report.

As project manager, Sam will be responsible for developing the project plan and updating this through the course of the research, identifying and logging risks to the project and developing strategies for managing these risks, and ensuring the study is delivered on time, to a high quality and to budget. He will be the first point of contact for the FSA project manager and will work closely and collaboratively with the FSA team throughout the project.

Jane and Sam will work closely on all aspects of project management, liaison and communications with the FSA, budgetary control, quality assurance and risk analysis. This will ensure that the FSA will have access at all times to an IFF team member who can respond to requests and who is familiar with the details of the project and its management. Periods of absence will be managed to ensure that FSA staff can contact either Jane, Sam or David during office hours for the lifetime of the project.

Management procedures

The IFF team will undertake the following tasks in developing a project plan:

- Identify the key project outputs and critical milestones;
- Identify the processes, resources and the constituent tasks required to achieve the project outputs;
- Determine the timing of each task in relation to critical project milestones. and the resource / time each task is likely to require);
- Assign each task to a member of the project team; and
- Ensure that each team member has the requisite skills, expertise and access to resources and support to successfully complete tasks on time and to budget.

Progress against the project plan will be monitored on a weekly basis by the project manager. This is usually done in the context of weekly face-to-face project team catch-up meetings. Monitoring

takes the form of checks on progress toward the achievement of allocated tasks, identifying existing or emerging risks and taking the appropriate actions to ensure the project timetable is adhered to.

IFF researchers record the time spent on each project in weekly timesheets, and also indicate the time they plan to allocate to each project for the coming four weeks. This information is used by the project director and manager to assess recent and future resourcing, in particular if enough time has been allocated to upcoming tasks, but also if tasks are taking longer than expected to complete (to allow them to assess possible reasons for this).

IFF's approach to project management and contingency planning enables emerging problems to be quickly identified and dealt with. The project manager, with the input of the project director, will review the project plan on a monthly basis, or more frequently as appropriate, and make any necessary changes. FSA will be consulted if any significant revisions are deemed appropriate.

Working with subcontractors

We see minimal requirement to work with sub-contractors on this project. We see this as confined to translation of the questionnaire and letters into Welsh, and supply of sample. For the latter we typically use Market Location, a commercial company who can supply business sample at a site level specified by size, sector and region/country. This is the sample source for many flagship government surveys among employers including the UK Employer Skills Survey 2011-2019). We have found Market Location has more comprehensive coverage than other sample suppliers.

We are happy to comply with the Welsh Language Standards set out in the specification if awarded this contract. IFF and has Welsh-speaking interviewers in-house to provide support with telephone and face-to-face interviews and recruitment. Translation of letters/emails/topic guides and all outputs will usually be undertaken by a member of Cymdeithas Cyfieithwyr Cymru (the association of Welsh translators and interpreters) with whom IFF has a long-standing relationship. We will make sure that any translator we use is on the FSA-approved list of translators. We have a small network of Welsh-speaking qualitative specialists who will be able to support with the qualitative element of this research, if required.

IFF's project management procedures are designed to accommodate subcontracting parties, integrating them fully into the project planning, risk control and project timetabling processes. Subcontractor elements are identified clearly at the planning stage, along with associated budgets, timetables and risks. We ensure they comply with relevant protocols (e.g. for transfer, receipt and destruction of documents and data, and data protection and GDPR). If relevant they will be asked to sign data confidentiality agreements.

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

.	Likelihood of risk (high, medium, low)	Impact of Risk (high, medium, low)	Risk management strategy
Mistakes in the CATI programming	**Low**	**Medium**	The CATI script will be checked sequentially by at least two members of the research team, and signed off by the project manager. As well as going through the script checking for routing, wording, interviewer instructions, that single code vs multicode options have been correctly applied etc. we will also run

			dummy data through the script and check the resulting autospss file (mainly for routing). The pilot will also mean interviewers check the script. We will check the data in detail after one for week of interviewing to check again that the script is accurate. In the unlikely event of any errors call backs would be made to respondents to collect missing data.
Achieving a lower than expected participation rate among respondents	**low**	**medium**	We are experienced at achieving high response rates on telephone business surveys (we trust the conduct of the Baseline study was evidence of this), and have tried and tested protocols for contacting prospective respondents and introducing the study. We will need a reassurance letter introducing the study, explaining its purpose and the types of individual whom we wish to speak to, and assuring of confidentiality. We recommend the letter be on FSA letterhead, to establish the bona fide nature of the research and to enhance the prestige of the study. The wording will be discussed and agreed with FSA. As ever it needs to balance conciseness with providing sufficient, comprehensive details. We also suggest that the FSA website has a page with details about the study which respondents can click to live when contacted if they want (further) reassurance. We will only be using experienced business-to-business interviewers on this study. They will be thoroughly briefed about the study (and provided with accompanying written notes). This will ensure they can talk to respondents knowledgeably about the research. There will still be strong QC of interviewers' work, and analysis of the response rates achieved on an interviewer by interviewer basis. We will monitor progress towards overall and quota targets weekly, and use this to guide allocation of interviewer resource. If response rates are lower than expected an option would be to issue more sample (this would of course be discussed with FSA).
Loss of comparability with the baseline study	**low**	**high**	Given that IFF undertook the baseline study and staff who worked on that project will be involved in this one, we are confident that we are ideally placed to as closely replicate the previous work as possible. This relates particularly to some of the issues around sampling and contacting respondents, but also questionnaire design, analysis and reporting.
The project over runs	**low**	**medium**	Detailed project monitoring will take place on a continual basis throughout the project to ensure that the project proceeds according to schedule and budget. Team members will

			meet regularly and the project leader will track progress against the work plan, and discuss issues and plan resourcing (including potentially adding interviewers and/or adding to the research team). Regular updates on the progress of fieldwork and the research will be provided weekly by email and fortnightly by telekit to the FSA project manager. The project monitoring and management systems will assure quality.
Staff leave	**low**	**medium**	We will put a large team on the project which means we can easily cope with unexpected staff absences. In the event of staff leaving or being on long term absence, IFF has sufficient capacity to ensure that project staff can be replaced with other staff of similar grade and experience (we have a team of 70 researchers). Quality procedures and working practices are aimed at ensuring complete documentation of all research stages, ensuring that staff changes can occur easily with no loss of knowledge and with minimal disruption to clients.
Errors in the data outputs or the report	**low**	**medium**	The data outputs will be checked sequentially by at least two members of the research team, and then signed off by the project manager. The checks typically take a day per person. These include checking coded data has been entered correctly, dummy variables have been defined correctly, the routing is correct, data labels are correct, the SPSS data matches the topline data, any weights have been applied correctly, and any sample variables have been applied correctly. A full figure check will be undertaken on the report, with each figure literally ticked off as correct on a hard copy against the tables/data file. Where a discrepancy is found, these will be flagged and the project manager will check the suggested correction is right.
Anonymity not preserved	**low**	**high**	The data files will be anonymised, with respondent name, company name, and contact details removed. We will also ensure that a company could not be identified (or guessed) from a combination of variables (size, geography and sub-sector), and will agree data protocols for this. The same principle will apply for any qualitative reporting – for example quotes will be attributed at a general level that would not allow identification.
Loss of data privacy	**low**	**high**	Data will be stored on a secure part of IFF's network only accessible by individuals at IFF named by the Project Director. Transfer of data between IFF and FSA will be done securely in agreed ways (we recommend this is via IFF's Secure File Transfer & Storage on which upload files are fully encrypted at all times while being transferred and when

			securely stored on IFF's system. The encryption standards we use are fully compliant with AES-256).

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

IFF Research is committed to delivering high quality research tailored to meet FSA needs for this project. We are dedicated to maintaining and improving the quality of the work we undertake, and to investing in systems, training, procedures and a culture that enable the company to continually improve our performance and knowledge.

We pride ourselves on working to the highest possible standards in all areas of our work. This includes the manner in which the project is managed, staff allocated to the study, and the procedures and practices for ensuring all aspects of the study are undertaken to the highest possible standards. The measures we will take to ensure quality in the end-to-end research process are detailed below.

SAMPLING

As a full service agency we have an in-house Data Services team who take responsibility for all our sampling work, working closely with the research team to design and implement the sampling strategy. The strategy we propose in the methodology section above is not set in stone and we would discuss it carefully with the FSA on commissioning. Sampling is overseen by the Directors responsible for the project and reviewed and signed off by them before use.

DESIGN OF RESEARCH INSTRUMENTS

Close collaboration with the FSA is key in the design of the research materials. It is important that we understand the needs of the various stakeholders to ensure we're able to build these into the questionnaire and topic guide. Jane and David will be involved during all stages of questionnaire design/set up and have the final sign off before materials are provided to our clients.

More generally the key steps we undertake when designing research instruments are:

Initial discussion of the research objectives and the questions needed to fully address each one. As part of the project inception meeting we will always request a detailed briefing on the requirements and how the results will be used. This will have a bearing not only on materials design, but also on the analysis and presentation of results.

Producing a first draft questionnaire/topic guide and then working with the FSA team to refine in an iterative way. Careful design of questionnaires/topic guides and other supporting materials will minimise the burden on respondents and ensure the information collected is as complete and accurate as possible.

Testing the questionnaire set up thoroughly; and

Piloting the questionnaire/topic guide.

FIELDWORK

IFF is a member of the Interviewer Quality Control Scheme (IQCS), the industry body which establishes and audits standards for market research interviewing. IQCS standards cover:

training of interviewers and supervisors

percentages of monitoring required

appraisals and feedback for all personnel carrying out Quality Control monitoring.

documentation requirements for all the above

Practices to ensure quality that relate specifically to the **quantitative interviewing** phase of this study include:

Employing a full-time telephone centre Quality Control Manager.

The CATI questionnaire derived from the survey questionnaire agreed by the FSA will undergo thorough checks before “going live” for interviewing. At least three members of the Project team (Directors, Sam and Alex) will test the survey “as live”, making sure that all routing instructions are followed as prescribed, that the question text and interviewer instructions read as intended and that answering protocols are respected (e.g. where a question is intended to get a single response, it is not possible to record more than one response). We will also run dummy data through the programme as a further check on routing.

Following a briefing from Alex/Sam, interviewers will be encouraged to spend up to an hour running through the test version of the CATI questionnaire to familiarise themselves with data required.

Interviewer standards are monitored continuously through their career at IFF. All interviewers on a project will have at least 5% of interviews listened-in to and monitored “live” by project supervisors. Where best practice is not being followed, remedial action will be taken as appropriate (e.g. interviewers will repeat their training, or be re-briefed, etc.). In any cases where malpractice is identified (a rare occurrence), all of the interviewers’ interviews on the project will be reviewed – with respondents re-contacted to check their responses.

To ensure that no sample selection bias is introduced through interviewers (i.e. that interviewers are not selecting the ‘easiest’ or quickest calls), we will regularly check the numbers of calls and contacts that each individual interviewer makes for each interview they secure. This enables us to quickly identify any interviewers who are not following the random contact procedures, and to reissue sample that has not been properly utilised.

Our CATI software includes a detailed facility to set appointments for interviews (to be conducted at a time convenient to the respondent). To ensure that all appointments are kept, supervisors and field project controllers are able to see a calendar of all appointments made for interviews with businesses, and thus to ensure that there are sufficient interviewers to ensure punctual coverage of appointments.

All telephone interviews are automatically recorded by our CATI system and these recordings are used as part of our quality control monitoring process. We can provide recordings for FSA to listen to – alternatively you would be welcome to listen in ‘live’ at our offices.

The Project Team will regularly review answer patterns to all survey questions, and will be able to call up this data at any stage of the project. In particular, we will look out for patterns of non-response (don’t knows and refusals) on both an aggregate basis and for individual interviewers.

In addition to live monitoring and post-hoc data checks, a selection of at least 2.5% of respondents, chosen at random, are re-called by our Quality Control Team. The team re-ask a small number of questions to check that responses have been accurately recorded. Where discrepancies are identified, details are passed to the Research Team, and remedial action taken as appropriate (at the extreme, this will mean reviewing all interviews conducted by the interviewer in question.

We ensure quality in the **qualitative interviewing** phase of this study by:

We will take care to ensure our line of questioning (and recruitment questions) are non-judgemental, to create an atmosphere conducive to respondents ‘opening up’.

All of our qualitative work is either filmed or recorded digitally or on to audio-tape (with the respondents’ permission) in order to keep an accurate record of interviews. Video tapes,

A random sample of interview recordings will be listened-to by quality control staff. Specially trained supervisors, who will also have attended project briefings, listen to the interview with the interviewer's write up alongside, and complete a report. The report is fed back to the interviewer, who may comment on the feedback if they wish. The supervisor and interviewer will both sign the interview report and it is retained for our quality audit by IQCS.

All our interviewing staff are DBS checked and verified.

DATA PROCESSING

Specifically relating to **quantitative data analysis** there are number of steps we will take to ensure that the FSA team can be assured of good quality analysis for this project:

The specification for the data preparation will be signed-off by FSA and the Research Directors;

The starting list of analysis cross-breaks will be developed by the Research Directors and agreed with the FSA before programming;

The tables and the SPSS files will then be thoroughly checked independently and sequentially by both of the Research Executives on the study and signed-off by the Research Manager;

A data dictionary will be supplied explaining every variable in the data file;

Weighting will be required and the weighting targets and process will be discussed and documented in detail with the FSA alongside the sampling strategy. The weighting approach will be developed by the IFF Directors;

All coding, data processing and analysis will take place at our offices in London.

In relation to **qualitative data analysis** we will:

Create an analysis framework in Excel which is linked to the research aims and objectives, designed by the project manager and signed off by FSA and the Research Directors;

The key cross-breaks will be developed by the Research Directors and agreed by the FSA;

Team members will input analysis to the grid, with the first interview for each team member, reviewed by the Project Manager;

The final analysis grid will be reviewed by both the Project Manager and Research Director to check for any anomalies, or areas for further exploration.

REPORTING

We ensure high quality reporting outputs primarily through the experience and seniority of the team involved in writing and quality checking our reports. We will draft the final report to a plan agreed with the FSA in line with your style guidelines and to publishable standard. We anticipate that the tone of this report will be largely factual given the baseline nature of this work. However, we will still aim to delivering findings in an engaging and accessible way i.e. through the use of graphics and figures.

Jane and David (Directors) will be actively involved in report/presentation-writing, writing all or at least key sections and reviewing all sections. In addition, report drafts are peer reviewed by a Director not directly involved in drafting. A Director will undertake a final review before submission – with a particular focus on the overall 'story' and interpretation of the data. In reality, the first 'client' draft is the second or third IFF-draft, with improvements made at each stage. The draft will receive a full figure check (with every figure checked and ticked off on hard copy against the data outputs. If a discrepancy is found, this is flagged and then checked by the Research Manager before any amend is made).

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

In the design and conduct of all our work we take due consideration of the nature and sensitivities of the participant group and the safety of both our research staff and interviewers and participants. This project will be carried out in strict accordance with the Market Research Society Code of Conduct and apply the principles of the Government Social Research Code on research ethics throughout.

We place the highest value on achieving Informed Consent for this and every study. For both the survey and follow-up qualitative element, recruitment screening questions will explain the aims of the research, that participation is voluntary, what it will entail for the respondent (especially interview duration), explain and assure of anonymity/confidentiality, and provide information about their rights under GDPR. For GDPR we always mention that further information is available on our website. We will have a reassurance email (the wording of which will be agreed with FSA) that we can send them confirming these details. If they *do not* wish to participate in the research they can opt out, and we will provide multiple routes for opt out, including email, telephone and postal methods. Consent achieval can be audited through our comprehensive call records.

The IFF ethics approach is to ensure that all fieldwork is conducted with great sensitivity and we strive for inclusive participation:

- We take all reasonable steps to minimise the burden on participants. This is principally through using a well-designed questionnaire, ensuring questions are as easy as possible to answer, and that questions are only asked of those to whom they apply. We also make it clear if respondents are unable or do not wish to answer a particular question then they don't need to.

- Participants will always be asked at recruitment whether they have any additional support needs, to enable them to participate fully. IFF can offer translation services or interview adaptations (e.g. interviewing via Type Talk for those who are deaf or hard of hearing) that participants might need to participate. We can provide Easy Read versions of the opt-out letter, consent forms and stimulus materials where we know in advance in that individuals have learning disabilities. If this is not part of the sample, we can ask this at the screening stage.

- We will offer interviewing in other languages to ensure all can take part, this includes Welsh language interviewing as standard (qualitative and quantitative interviews).

- Recruiters will be instructed that if concerns exist then they should err on the side of caution and stop recruitment. If interviewers are concerned about a participant's welfare, they will escalate the issue to the research team (who will discuss with the FSA if appropriate). Given the audience for this research (businesses) we think this would be very unlikely, but through our work for DWP and others among vulnerable groups we are familiar with best practice in this area.

We are not required to obtain formal, local ethical clearance for this project. However, our internal governance processes include the submission of a summary of research purpose/method statement

to the IFF ethics advisor (Jan Shury, Managing Director). Should any concerns be highlighted, the study team will modify method and/or develop mitigation steps to address concerns.

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.

DATA HANDLING AND SECURITY

IFF takes the issue of data security extremely seriously and takes all reasonable steps to ensure the safety and confidentiality of respondents' records and of management/ administrative data provided by our clients and of survey data collected. IFF holds ISO/IEC 27001:2005 accreditation (the international standard for information security).

Our data security accreditation is reviewed every three years by external auditors (BSI). These external auditors also conduct an assessment on all aspects of our data security approach (assessing these against the ISO standards) every 6 months, while external information security specialists also conduct an informal review every 6 months – meaning that our whole approach – both theory and implementation – is subject to a feedback and improvement loop on a six-monthly cycle. This approach is supported by regular management review meetings.

We are happy to comply with FSA Data Protection Policies and ownership of data requirements. The process that we most commonly adopt for our work with Government departments/agencies is that:

- Any sample data is transferred to us by secure electronic transfer to IFF using PGP encryption software to a dedicated e-mail account (which can only be accessed by our IT Manager). Alternatively data exchange takes places via IFF's own secure HTTPS hosted file exchange website. This site is hosted in house on our own encrypted server. Data transfer can only occur when using an approved registered account and data must be encrypted to AES-256 compliance and password protected. Data separation is guaranteed; an approved registered account will only ever show the data relevant to the organisation or individual. The end user is always in control of their account credentials which are not known to anyone else, including IFF Research. The same approach is used for transferring data outputs to our client.

- The sample file is saved to a folder on IFF's secure network which only the direct project team are able to access (and this original file is not moved from this file at any stage). Permission rights to this secure area are allocated by the Project Manager. They are automatically revoked and need to be reapplied for on a weekly basis.

- All activity relating to the secure files (copying, amending etc.) is recorded on the Data Asset Register which is reviewed throughout the project by the Project Manager.

- Recruitment and interviewing is conducted by CATI. Our software platform ensures that individual interviewers cannot view the whole sample database but only contact details on a record-by-record basis. Any data which is required to allocate a respondent to a quota

but does not need to be referenced in the interview will not be made available to interviewers.

Data relating to or personal data is not exported or transferred outside of the UK.

Data you pass onto us will not be passed to any 3rd party without your prior consent and will not be used by any other purposes other than research on your behalf.

PORTABLE MEDIA

IFF has full end point security, meaning that any device with storage capabilities, such as a camera, PDA, phone, or mp3 is automatically denied access to IFF's system, as is the use of the cd/dvd writers on PCS.

Data can only be transferred using IFF password protected encrypted laptops along with IFF owned password protected encrypted USB data storage devices (Iron keys) both of these adhere to the minimum compliance with AES-256.

Personal data will not be downloaded to any portable device.

PREMISES SECURITY

In order to keep everyone who works in the building and our company information secure we have various measures to secure the building and to restrict unauthorised access. Access to IFF offices (on the fifth floor of a building manned 24 hours a day, with access only possible with building fob keys) can only be achieved through use of a secure IFF key fob. Staff are instructed to inform the Office Manager immediately on loss of a security fob so that it can be deactivated.

Our Comms room houses all our company servers and access to this room is restricted to authorised personnel. The door to this room is secured with a key code device, the code to which is changed regularly and only issued to authorised personnel.

DATA DESTRUCTION

Data protection principles mean we need to ensure that personal data is not kept for longer than is necessary. For this reason, we will agree with the client at the start of each specific project, at what point the personal data can be destroyed (the default is typically 12 months from the project end, but we can set parameters with the FSA regarding this specific research study). When doing this, we ensure data is deleted from networks and back-ups; and provide confirmation in writing to the client that this has been done. Naturally any datasets generated by the research will be retained indefinitely in case further analysis is required in future – what we are talking about here is destruction of sample data (contact details etc.) and the removal of personal identifiers from any datasets.

Related to this, the procedure for de-commissioning company data storage facilities is as follows: all company media including all hard drives, removable media are wiped and then professionally physically destroyed. Certificates of destruction are retained on site for at least 2 years.

GDPR – HANDLING REQUESTS BY PARTICIPANTS TO SEE, PORT, CHANGE OR DELETE DATA

We explain to research participants, at the point of interviewing them, their rights to see the personally-identifiable data we hold on them, to change this data, or to have it deleted. At this point we also signpost them to an FAQ's page on our website giving research participants information about the legal basis for taking part, what we do with their data, and the rights that they have. This page allows them to fill in a form to start the process of: asking for a copy of their responses to our research questions, asking to change some of their responses, and/or asking us to delete all of their responses. Please note that we are able to meet these requests only while we can identify who individual participants are in our data; all data is eventually anonymised and at that point it becomes

impossible for us to know who responses come from. Once such requests are received, the Project Manager takes ownership of dealing with the request. There is a written IFF process to follow – this includes notifying the client of requests to modify or delete data.

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)

Sustainability is inherent in IFF's operational practice. Here we outline our approach to sustainability, in respect of its social, environmental and commercial aspects.

SOCIAL

We believe our business can make a positive contribution to society by managing our activities with care and working with responsible organisations that promote social and ethical practice. We are committed to ensuring that our work is conducted in a rigorously professional manner and in compliance with all relevant laws and regulations. All groups and individuals with whom we have a relationship through this Framework will be treated in a fair, open and respectful manner. This includes:

Working with the FSA

Delivering research services

Wider social value

Dealings with the FSA

IFF is committed to working in an open and transparent manner with our clients. In the highly unlikely event of any potential personal or corporate conflicts of interest, we will always declare this and seek guidance from the FSA on how to proceed.

Our project management ethos is to balance keeping our clients fully informed while removing the burden of operational project management. Within projects, we will provide the FSA team with (at least) a weekly written update, detailing project status, highlighting risks and listing imminent actions. These will be supported by fortnightly diarised telephone calls to discuss progress during 'live' projects. We will also arrange face-to-face meetings at key points in the contract lifecycle, to forge relationships and discuss key milestones and any issues.

One of IFF's corporate values is 'being human first' and this is reflected in our project management philosophy of collaboration and working with clients in partnership. We welcome FSA attendance at internal briefings/debriefings and final analysis sessions. We will work closely with FSA to develop research materials and outputs, agreeing not only structure/content but also the 'look and feel' of the outputs to suit your audiences. We will share emerging findings with the FSA team to ensure findings answer your research questions and identify where further analysis or interpretation is required to meet FSA needs.

Another one of IFF's corporate values is 'impartiality and independence'. We are a research-led organisation which believes in letting the evidence do the talking. We never begin projects with a preconception of what "the answer" may be. Our fieldwork and analysis is conducted in an open-minded and intellectually rigorous manner; we will not present results in a biased way and we do not hide from the truths that research reveals.

Delivery of Research Services

As a Corporate Partner of the Market Research Society (MRS) IFF complies with the MRS Code of Conduct for professional standards. We fully comply with the Government Social Research

Professional Guidance for Ethical Assurances in Social Research. As such, the FSA can be confident that IFF will deliver any research services on their behalf in an **ethically responsible manner**.

To ensure potential participants receive enough information to **achieve informed consent**, the information is built into the templates of IFF's telephone and online interview scripts, recruitment screeners, and the introductions of IFF's focus group guides, to ensure every participant is made aware of the client that is commissioning the research; the general subject of the data collection and who will have access to findings; information about the time that data collection is likely to take and any costs likely to be incurred. Participants will be assured that research is being conducted in accordance with the MRS code of conduct and that taking part in research is entirely voluntary, and that at any time they can decline to take part.

IFF also ensures **prevention of harm** amongst research participants by ensuring that research takes place at the convenience of the participant. IFF's interviewers or recruiters will always provide to participants contact to 'check-up' that IFF is a bona-fide agency and the research is legitimate. IFF will ask what we can do to ensure the participant can take part fully and comfortably in the interview or group, including reasonable adjustments. IFF encourages participants to bring a chaperone to interviews if this will help them to take part, either practically or emotionally.

If a participant should disclose during research that they/someone else is at risk of harm, this would be escalated to the project directors, the FSA would be alerted and the appropriate authorities notified. We would agree the escalation procedure with the FSA in writing at the project inception.

We are also careful to **preserve the anonymity of participants** by removing identifying information from any type of data before passing it on. We will not provide any data can be 'cut' using variables into separate groups of fewer than ten people, as this may mean that individuals are identifiable. IFF adheres to the procedures and systems relating to our ISO Security Accreditation 27001 in relation to secure data storage and transfer.

Wider Social Value

IFF seeks to achieve wider social value through our work with a particular focus on opportunities for young people. IFF Research activities in this space include:

IFF annually offers two paid Research Assistant internships for a sandwich students.

IFF operates a graduate training programme and over the last 5 years has recruited between 4 and 6 graduates each year.

IFF offers apprenticeships, and over the last 5 years have had apprentices in our IT and Finance departments.

For the last two years IFF has worked with a charity, Future Frontiers, whereby our staff work with and coach local school children to help them considering their careers and future options.

IFF offers a charitable matching scheme, matching any money raised for charity by staff up to £100 per employee per year. We also operate a payroll giving scheme, enabling easy, and tax efficient, charitable donations.

ENVIRONMENTAL

IFF would be happy to work with the FSA to ensure minimal environmental impact and carbon footprint is produced as a direct result of providing services. Measures IFF already undertakes to reduce our **environmental impact** relate to:

Efficient use of energy

Environmentally responsible waste management

Minimising carbon footprint from staff travel (business and commuting)

Energy Usage

Lighting in our office is controlled by movement-sensors, and hence turn off then in parts of the building when nobody is around.

Air conditioning equipment is also time controlled to coincide with office hours.

Staff are required to switch off all computers at the end of the day (as set out in the Staff Handbook and discussed at induction).

Waste Management

We try to minimise the amount of waste we create by operating a clear desk policy to encourage information security and discourage paper usage. We use electronic means to communicate with client and internally and we store documents in electronic archives.

We offer computer-assisted telephone interviewing (CATI) or computer-assisted web interviewing (CAWI) in the first instance, rather than paper-based approaches. For qualitative fieldwork, interviewers are encouraged to keep copies of discussion guides and any notes on portable electronic devices, rather than printed copies, as far as possible.

We buy our paper through a supplier with the FSC® (Forest Stewardship Council) certification as well as the EU EcoLabel which ensures our paper products come from well-managed sources.[21] We use a thinner paper (75gm) to reduce the impact of the paper we use on the environment. Our printers are set by default to double sided printing, reducing paper use overall.

To manage the waste we do produce, we have an office recycling scheme which covers paper, glass, plastic bottles and cans. Waste Electronic and Electronic Equipment (W.E.E.E. wastes) are disposed of by the local authority. Other waste is stored, safely and securely in Euro1 bins and is collected twice a week by the local authority.

Staff are encouraged to make efficient use of company resources and dispose of waste responsibly and this is communicated in a range of ways, including at induction through IFF's Staff Handbook.

Staff Travel

We have a range of schemes in place to minimise carbon dioxide emissions incurred through staff commuting to work:

Interest free season ticket loans for train and tube travel are available to staff

Staff are encouraged to cycle to work through the provision of secure facilities for storing bicycles. Schemes with Evans Cycles and Cyclescheme enable staff to save money on the purchase of a new bicycle.

We run no company cars.

Directors and more senior Research and Data Processing staff are provided with a company laptop to enable them to work from home easily to reduce the requirement to commute.

[21] To be given FSC certification a forest must be managed in an environmentally appropriate, socially beneficial and economically viable manner. The EU Ecolabel identifies products as having a reduced environmental impact throughout their life cycle, from the extraction of raw material through to production, use and disposal.

Other staff can also work from home if required and can book a pool laptop for this purpose.

We use technology to reduce the need to travel for business through the following measures:

- Conducting inception meetings with end clients via teleconference or video-conference (according to client preference);
- Briefing field interviewers via teleconference, with fieldwork materials (questionnaires, topic guides etc.) having been shared electronically in advance, rather than asking them to travel to IFF's offices – where we are confident that doing so will not be to the detriment of the project;
- Using telephone depth interviews, accompanied by electronic stimulus materials shared online, to conduct qualitative interviews that traditionally would have been conducted face-to-face because of the need for visual stimulus materials (where using this approach does not compromise the project objectives);
- Using online forums to support longitudinal engagement with respondents in qualitative studies, thus reducing the need to travel to follow-up interviews (where using this approach does not compromise the project objectives);
- Where acceptable to the client, delivering debriefs via teleconference or video-conference (supported by presentation materials which would be circulated electronically in advance).

In addition, we work to the following policy for minimising the impact of necessary business travel:

- Staff are encouraged to make use of public transport, where possible, for business travel. Staff only use flights for business travel where use of trains is unfeasible.
- When conducting fieldwork, interviewers cluster their visits within a geographical location to ensure the most efficient use of time and resources.
- Where travel to face-to-face meetings is unavoidable, we would look for opportunities to 'piggyback' on one face-to-face meeting by seeking to conduct any other forthcoming business (with framework organisations in the same location) on the same day.

COMMERCIAL

We also aim to be sustainable in our sourcing of products and services. Most of our research work is conducted entirely in-house. Within this framework we will primarily only outsource advanced statistical modelling and administrative research elements such as mail-outs, transcriptions or translation.

For administrative services, we work with a panel of approved suppliers, in line with our ILO 27001 requirements. Organisations/individuals with whom we partner (e.g. for advanced statistical modelling) are identified through various routes but most systematically through government frameworks. This is our preferred approach as these organisations have already had to demonstrate a measure of ethical and social responsibility.

We aim to eliminate discrimination on any grounds and promote equality of opportunity in the supply chain. As and when administrative services are required, we will request quotes from at least three suppliers and select based on best value for money. All suppliers are treated fairly and even-handedly at all stages of the procurement process. We provide constructive feedback, on request, on the outcome of bids.

Where we work with suppliers, we aim to ensure that these are responsible organisations that promote social and ethical working. Suppliers are regarded as our partners and we will work with them to help us to achieve our aspirations in terms of the workplace standards and behaviours that are consistent with NTU requirements. These may be reflected in tenders / contracts where appropriate. All suppliers must observe international human rights norms within their work.

In return, we are clear about what we expect from suppliers and work with them to address any issues encountered in the delivery of services. Each subcontractor will have a nominated relationship owner responsible for that subcontract agreement and its delivery. Channels of communications will be clearly defined and established. Invoicing is tied to agreed milestones and we pay fairly and on time.

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

'Research Timetable 02.12.19' in the form of a Gantt chart is provided as an associated document with this contract.

SCHEDULE 4

PRICING

This Schedule 4 specifies the Ordered Services to be provided to the Client by the Supplier in the services required for FS403027. Please see Schedule 4 – "Application form for an evidence gathering project with Food Standards Agency – Financials Template"

This Schedule will be completed by reference to the successful Tenderer's quotation.

1. INTRODUCTION

1.1 This Schedule 4 sets out the Basis of Charging that shall apply to this Contract and any attendant Purchase Orders.

1.1. Other than as provided in this schedule, or agreed in writing in a relevant Purchase Order no additional Charges shall be payable by the Client to the Supplier for any additional costs associated with the execution of the Services or the Deliverables, including, without limitation, administrative and overhead costs.

2. BASIC PRINCIPLES

2.1 In general, all prices charged by the Supplier to the Client for all services (Support and Development) throughout the duration of this agreement shall be calculated from the Charges Schedule:

2.2 In addition the Client will reimburse travel and subsistence expenses which are reasonable and agreed in advance as set out in the table below, **where Tenderers have indicated such expenses will be applicable within their Qualifications to** Schedule 7, Charges:

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

Tender Reference	FS403027

Tender Title	Research project to explore the food industry's provision of allergen in

Full legal organisation name	IFF Research Ltd.

Main contact title	[redacted]
Main contact forname	
Main contact surname	

Main contact position	Director
Main contact email	[redacted]
Main contact phone	

Will you charge the Agency VAT on this proposal?	Please select
Please state your VAT registration number:	238734442

Project Costs Summary Breakdown by Participating Organisations

Please include only the cost to the FSA.

Organisation	VAT Code*	Total (£)
IFF Research Ltd.	238734442	£ 163,879.73
		£ -
		£ -
		£ -
		£ -
		£ -
		£ -
		£ -

Total Project Costs (excluding VAT) **	£ 163,879.73

* Please indicate zero, exempt or standard rate. VAT charges not identified above will not be paid by the
** The total cost figure should be the same as the total cost shown below and in the Schedule of payments t

Project Costs Summary (*Automatically calculated*)

Staff Costs	£	[redacted]
Overhead Costs	£	
Consumables and Other Costs	£	
Travel and Subsistence Costs	£	
Other Costs - Part 1	£	
Other Costs - Part 2	£	-
Other Costs - Part 3	£	-
Other Costs - Part 4	£	-
Other Costs - Part 5	£	-

Total Project Costs	£	163,879.73

Staff Costs Table

*This should reflect details entered in your technical application section 4C.
Please insert as many lines as necessary for the individuals in the project team.
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)
[redacted]					
					£ -
					£ -
					£ -
					£ -
					£ -
					£ -
					£ -
					£ -
					£ -
					£ -
					£ -
					£ -
					£ -
					£ -
					£ -
					£ -
					£ -
			Total Labour Costs		[redacted]

Consumable/Equipment Costs

Please provide a breakdown of the consumables/equipment items you expect to consume during the project

Item	Quantity	Cost/Item(£)	Total
[redacted]			
		£ -	£ -
		£ -	£ -
		£ -	£ -
		£ -	£ -
		£ -	£ -
		£ -	£ -
		£ -	£ -
		£ -	£ -
		£ -	£ -
		£ -	£ -
		£ -	£ -
		£ -	£ -
		£ -	£ -
		£ -	£ -
		£ -	£ -
		£ -	£ -
	Total Material Costs		£ [redacted]

Please provide, in the table below, estimates of other costs that do not fit within any other cost headings

	Description and justification of the cost	Estimated Cost
1	Telephone fees	£ [redacted]

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
[redacted]			
		£ -	£ -
		£ -	£ -
		£ -	£ -
		£ -	£ -
		£ -	£ -
		£ -	£ -
		£ -	£ -
		£ -	£ -
		£ -	£ -
		£ -	£ -
		£ -	£ -
		£ -	£ -
		£ -	£ -
		£ -	£ -
		£ -	£ -
		£ -	£ -
		£ -	£ -

Total Travel and Subsistence Costs £ [redacted]

The Pricing Schedule

Please complete a proposed schedule of payments below, **excluding VAT** to be charged by any subcontractors to the project lead applicant. This must add up to the same value as detailed in the Summary of project costs to FSA including participating organisations costs.

Where differing rates of VAT apply against the deliverables please provide details on separate lines.

Please link all deliverables (singly or grouped) to each payment. Please ensure that deliverable numbers are given as well as a brief description e.g. Deliverable 01/02: interim report submitted to the FSA, monthly report, interim report, final report

Payment will be made to the Contractor, as per the schedule of payments upon satisfactory completion of the deliverables.

Please enter proposed project start date (dd/mmm/yyyy)

Proposed Project Start Date		Amount				
Invoice Due Date	Description as to which deliverables this invoice will refer to (*Please include the deliverable ref no(s) as appropriate*)	*Net	** VAT Code	§ Duration from start of project (Weeks)	§ Duration from start of project (Date)	Financial Year
[redacted]						
		£ -				
Retention/Final Deliverable	***	£ [redacted]				
	Total	£ 163,879.73		Totals Agree		

* Please insert the amount to be invoiced net of any VAT for each deliverable
** Please insert the applicable rate of VAT for each deliverable
*** 20% of the total project budget is withheld and will be paid upon acceptance of a satisfactory final report by the agency.
§The number of weeks after project commencement for the deliverable to be completed

Summary of Payments

	Year 1	Year 2	Year 3	Year 4		
Financial Year (Update as applicable in YYYY-YY format)	2019-20	2020-21	2021-22	2022-23	Retention	Total
Total Amount	£ [redacted]					£ 163,879.73

SCHEDULE 5

INVOICING PROCEDURE & NO PO/NO PAY

1. INVOICES SHALL SPECIFY:

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

2. INVOICE SUBMITTAL

Invoicing the FSA:

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

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

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

3. INVOICE PAYMENT

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

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

3.3 **NO PURCHASE ORDER, NO PAY.**

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

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

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

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

4. CORRESPONDENCE

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

Katherine Porter
Food Standards Agency
Clive House
70 Petty France
London
SW1H 9EX

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

Jane Thompson
IFF Research
St Magnus House
Lower Thames Street
London
EC3R 6HD

SCHEDULE 6

DISPUTE RESOLUTION PROCEDURE

1. INTRODUCTION

1.1. In the event that a dispute cannot be resolved by the Client and Supplier representatives nominated under Clause 18.2 within a maximum of ten (10) Working Days after referral, the dispute shall be further referred to mediation in accordance with the provisions of Clause 18.4.

1.2. Subject always to the provisions of Clause 21, nothing in this dispute resolution procedure shall prevent the Client or the Supplier from seeking from any court of the competent jurisdiction an interim order restraining the other party from doing any act or compelling the other to do any act.

2. MEDIATION

2.1. The procedure for mediation pursuant to Clause 18 and consequential provisions relating to mediation shall be as follows:

2.1.1. a neutral adviser or mediator ('the Mediator') shall be chosen by agreement between the Client and the Supplier or, if they are unable to agree upon the identity of the Mediator within ten (10) Working Days after a request by one party to the other (provided that there remains agreement for mediation), or if the Mediator agreed upon is unable or unwilling to act, either party shall within ten (10) Working Days from the date of the proposal to appoint a Mediator or within ten (10) Working Days of notice to either party that he is unable or unwilling to act, apply to the Centre for Effective Dispute Resolution ('CEDR') to appoint a Mediator;

2.1.2. the Client and the Supplier shall within ten (10) Working Days of the appointment of the Mediator meet with him in order to agree a programmed for the exchange of all relevant information and the structure to be adopted for negotiations to be held. The parties may at any stage seek assistance from the CEDR to provide guidance on a suitable procedure.

2.2. Unless otherwise agreed by the Client and the Supplier, all negotiations connected with the dispute and any settlement agreement relating to it shall be conducted in confidence and without prejudice to the rights of the parties in any future proceedings.

2.3. In the event that the Client and the Supplier reach agreement on the resolution of the dispute, the agreement shall be reduced to writing and shall be binding on both parties once it is signed by the Client's Head of Procurement and the Supplier.

2.4. Failing agreement, either the Client or Supplier may invite the Mediator to provide a non-binding but informative opinion in writing.

2.5. The Client and the Supplier shall each bear their own costs in relation to any reference made to the Mediator and the fees and all other costs of the Mediator shall be borne jointly in equal proportions by both parties unless otherwise directed by the Mediator.

2.6. Work and activity to be carried out under this Contract shall not cease or be delayed during the mediation process.

2.7. In the event that the Client and the Supplier fail to reach agreement in the structured negotiations within forty (40) Working Days of the Mediator being appointed, or such longer period as may be agreed, then any dispute or difference between them may be referred to the Courts in accordance with the provisions of Clause 41.

SCHEDULE 7

CONFIDENTIALITY UNDERTAKING

1. INTRODUCTION

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

CONFIDENTIALITY UNDERTAKING

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

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

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

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

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

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

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

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

SIGNED:

NAME:

DATE OF SIGNATURE:

Schedule 8 – Staff Transfer – "TUPE"

Not applicable

Schedule 9 – Commercially Sensitive Information

None identified

Schedule 10 – Variation Notice – Request for Variation

1 General principles of the Variation Procedure

1.1 This Schedule sets out the procedure for instruction and evaluation of Variations to the Framework.

1.2 Under this Variation procedure:

1.2.1 Either party may seek to vary the Service(s) at any time during the Term of the Framework. Each party will do its utmost to give the other reasonable notice of any major changes, preferably a minimum of 3 months notice, and to respond within the timeframe stated in Clause 24.

1.2.2 Variation requests are to be submitted using the format at Appendix A.

1.2.3 Where a Variation is proposed, the Supplier will provide an estimate of the financial/resource implications to the Client, with an estimated timetable for implementation, for the Client's approval.

1.2.4 The evaluation of any Variation is the responsibility of the relevant Director and Head of Procurement, in consultation with the Supplier, in the context of the Review Meetings described in Governance contained in the Framework. The date of implementation of any consequent amendment to the services, and/or payment to the Supplier, will be confirmed in writing by the Client within seven days of the evaluation using the Variation Form at Appendix B.

1.2.5 The Client shall have the right to request amendments to a Variation Request (prior to approval); approve it or reject it. The Supplier shall be under no obligation to make such amendments to the Variation Request; however the Supplier shall not unreasonably refuse such a request. In the event that the Client chooses to reject a Variation Request made by the Supplier the Client shall accept responsibility for the outcome.

1.3 Any discussions, negotiations or other communications which may take place between the Client and the Supplier in connection with any proposed variation shall be without prejudice to each party's other rights under this Framework.

2 Costs

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

3 Change Authorisation

3.1 Any Variation and/or amendment to payment arising from a Variation will be executed by the Client's Head of Procurement and confirmed in writing to the Supplier.

3.2 The variation shall not be deemed effective until the Variation form at Appendix B has been signed by both parties.

Schedule 11 – Exit Management

NONE IDENTIFIED

Schedule 12 Processing, Personal Data and Data Subjects

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

1. The contact details of the Controller's Data Protection Officer are:
   Jenny Desira, Informationmanagement@food.gov.uk

2. The contact details of the Processor's Data Protection Officer are:
   Simon Hulbert, Simon.Hulbert@iffresearch.com

3. The Processor shall comply with any further written instructions with respect to processing by the Controller.

4. Any such further instructions shall be incorporated into this Schedule.

Description	Details
Identity of the Controller and Processor	The Parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Controller and the Contractor is the Processor in accordance with Clause 14.3.
Subject matter of the processing	*[This should be a high level, short description of what the processing is about i.e. its subject matter of the contract.* This research project has the primary aim of understanding the current provision of information on allergenic ingredients by food businesses to consumers for non-prepacked food, and how this compares to the baseline information collected before the current regulations came into force. The research consists of 4 elements: • Scoping research of 10 stakeholder interviews to ensure up-to-date knowledge of the food business landscape; • A core survey of 1,500 food businesses, with national boosts for Wales, Northern Ireland, and Scotland; • 60 telephone interview surveys with market traders (stalls and mobile food vans); • 25 follow-up interviews with FBOs to provide in-depth insight on particular areas of interest.
Duration of the processing	*[Clearly set out the duration of the processing including dates]* Processing will take place between December 2019 and August 2020, when the final report is due.

Nature and purposes of the processing	*[Please be as specific as possible, but make sure that you cover all intended purposes.* *The nature of the processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) etc.]* The processing is needed in order to ensure the processor can effectively deliver the contract and enable the controller to help meet its statutory duties in relation to obtaining, compiling, and keeping under review information about matters connected with food safety, and other interests of consumers in relation to food. The nature of the processing includes: • Data collection, recording and analysis of 10 scoping stakeholder interviews. • Data collection, recording and analysis of a survey of FBOs (minimum 1,500) • Data collection, recording and analysis of 60 market trader telephone survey interviews. • Storage of re-contact data from those who consent from the survey samples. • Data collection, recording, transcription and analysis of 25 in-depth interviews with FBOs sourced from the survey re-contact sample. • Use of all above data in the production of the final report. • Storage of the above data for 12 months, with the re-contact sample data kept for 24 months. • Destruction of the data once the agreed retention periods have ended.
Type of Personal Data being Processed	*[Examples here include: name, address, date of birth, NI number, telephone number, pay, images, biometric data etc]* The research project will collect the minimum personal data necessary to conduct the work. The personal data processed across all research elements will include the name, job title, company name, and contact details (predominantly work contact details) of the participants.

	Within the core survey, the contact details of the participants will only be stored if consent is provided – for either the purposes of clarifying information, conducting the follow-up interviews, or conducting separate but related research in the future. The market trader telephone surveys (and some of the main survey sample and potentially in-depth interviews) will include sole traders, whose details will count as personal data under GDPR.
Categories of Data Subject	*[Examples include: Staff (including volunteers, agents, and temporary workers), customers/ clients, suppliers, patients, students / pupils, members of the public, users of a particular website etc]* • Industry representatives • Consumer group representatives • Food policy experts incl. staff • Enforcement/trading standards officers • Food business employees – main decision-makers regarding the organisation's activities in relation to how the ingredients of food items are communicated to customers • Sole traders
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	*[Describe how long the data will be retained for, how it be returned or destroyed]* The data will be retained for 12 months from the completion of the project, but the data relating to the re-contact sample will be held for 24 months. Data will be deleted from networks and back-ups, and confirmation of this being completed will be provided in writing by the processor to the controller. Datasets generated by the research will be retained indefinitely in case further analysis is required in the future, but sample data will be destroyed, along with any personal identifiers within the datasets.

Schedule 12a: Joint Controller Agreement

Not Applicable

In this Annex the Parties must outline each party's responsibilities for:

- providing information to data subjects under Article 13 and 14 of the GDPR.
- responding to data subject requests under Articles 15-22 of the GDPR
- notifying the Information Commissioner (and data subjects) where necessary about data breaches
- maintaining records of processing under Article 30 of the GDPR
- carrying out any required Data Protection Impact Assessment
- The agreement must include a statement as to who is the point of contact for data subjects.

The essence of this relationship shall be published.

You may wish to incorporate some clauses equivalent to those specified in Clause 14.4-14.16.

You may also wish to include an additional clause apportioning liability between the parties arising out of data protection; of data that is jointly controlled.

Where there is a Joint Control relationship, but no controller to processor relationship under the contract, this completed Schedule 12a should be used instead of Clause 14.3-14.16.

APPENDIX A VARIATION REQUEST FORM

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

APPENDIX B VARIATION FORM

PROJECT TITLE:

DATE:

VARIATION No:

BETWEEN:

The Food Standards Agency (hereinafter called "the Client") & IFF Research (hereinafter called "the Supplier")

1. The Contract is varied as follows:

Contract
x

2. Words and expressions in this Variation shall have the meanings given to them in the Framework.

3. The Contract, including any previous Variations, shall remain effective and unaltered except as amended by this Variation.

SIGNED:

For: The Client	For: The Supplier
By:	By: . . . . .
Full Name:	Full Name: . . . . .
Position:	Title: . . . . .
Date:	Date: . . . . .

APPENDIX C TABLE OF POLICIES

Table of Policies

Policy	Description	Includes:
Acceptable Use of Computers and Networks	The Food Standards Agency provides networks and equipment to its staff to be used as a source of business information which supports the work of the Agency. Inappropriate use of the Agency's networks exposes the Food Standards Agency to risks including virus attacks, compromise of network systems and services, and legal issues. The Acceptable Use Policy sets out the ways in which the network and systems may be used, safeguarding the FSA and its employees against potential legal action and protecting the security of the Agency's IT infrastructure. It is vital in informing the agency's employees of the behaviour expected of them as users of our Information Technology systems.	- Use of Internet and Intranet - Working Remotely - Personal Web Logs and Websites
Data Protection	The Data Protection Act defines UK law on the processing of data about living people. In order to process personal data and sensitive personal data the Food Standards Agency must comply with the Principles of the Act. Failure to comply could result in the Agency or the individual involved having criminal or civil proceedings brought against them. The Food Standards Agency is committed to protecting personal data and as such the Data Protection Policy was created to safeguard the Agency and its employees by informing staff of their responsibilities and rights when handling personal data.	- Processing Personal Data - Sensitive Personal Data - Failure to Comply - Data Subject
Information and Records Management Policy	Food Standards Agency information and records are valuable assets that play a vital role in documenting the policy making and inspection activities of the Agency. Best practice in records management is vital in supporting the Agency to deliver its strategic plan, document business intelligence, demonstrate accountability and protect its interests. The Information and Records Management Policy informs users of their responsibilities when handling information and records and allows the Agency to maintain a framework of standards to maintain compliance with the Public Records Act 1958, Freedom of Information Act and ISO 27001.	- Organisational Records Management Requirements - Records Standards - Registration Records Management process and System Requirements - Technical specification of records - Access to records - Security of records - Preservation of records
Electronic Communications	The Food Standards Agency provides and encourages the use of its Electronic Communication Systems to its employees for the purposes of business communication. This policy has been developed to ensure the Electronic Communications Systems are safeguarded for the efficient exchange of business information within the Food Standards	- Electronic Mail (Email) - Personal Use - Use of Instant Messaging

	Agency and to ensure that all employees are made aware of their responsibilities and adhere to the relevant legislations.	
Users ICT Security Policy (for all staff)	Security is required to counter threats from external penetration, internal users and environmental events beyond FSA control. Appropriate measures must be in place to control access, preserve the confidentiality, integrity and availability of data and protect each ICT system. In addition the Agency must ensure security standards are maintained to satisfy the requirements of legislation, the HMG Security Policy Framework and industry standards such as ISO27001. This policy defines the FSA security principles and measures to ensure employees understand their responsibilities, managers can identify what is expected of staff and auditors can ascertain that the correct measures are being applied.	- Passwords -Mobile Computing and Remote Access -Virtual Private Networks - Secure Data Storage -Data Backup and Recovery -Workstation Security -Encryption -Software Movements - Security of Equipment Off-Premises -Removal of Property -Secure Equipment Storage and Access
ICT Security Policy (for IT staff ONLY)	This policy is for ISTED staff only The purpose of the policy is as above but with greater detail and extended content in recognition of the increased system access ISTED staff require, and to ensure standards in the development/support/maintenance of our systems are met. It was recognised that detailing the principles that apply to both users and ISTED staff within one length security policy confused the key issues and areas of responsibility and alienated the user audience.	-Mobile Computing and Remote Access -Passwords -Network Security - Perimeter Management -Secure Data Storage -Data Backup and Recovery -Encryption -Agency Software -Software Rollout - Software & Hardware Disposal - Software Movements -Software Audit -Patch Management - Equipment Security -Supporting Utilities -Cabling Security - Equipment Maintenance -Security of Equipment Off-Premises -Removal of Property -Secure Equipment Storage and Access -ICT Systems Security -Control of Development Environments -Change Control - Design and Acceptance of Development -Contingency Planning -Technical Compliance Checking -Technical Review of Operating System Changes
Mobile Voice and Data Policy	The FSA did not have policy for the supply of mobile voice and data tools for Agency staff e.g. Laptops and Blackberries. A policy was needed to allow potential suppliers to give an accurate quote for services, driving better value for money for the FSA. The policy was developed to maximise the efficiency of the mobile voice and data contracts by ensuring that the right people have the right equipment to fulfil their roles. The policy sets out criteria by which these tools are issued together with the a principle that each user will be issued with only one mobile data contract.	-Definition of FSA Remote working tools -Connectivity options - Computer Equipment -Who is eligible -Roles & responsibilities