



Information redacted under FOI Act, S40 Personal Information and S43 Commercial Information

Award Form

**Survey of AMR in Retail Meats in Northern Ireland - Sampling
& Data reporting**

This Award Form creates the Contract. It summarises the main features of the procurement and includes the Buyer and the Supplier's contact details.

1.	Buyer	Food Standards Agency (the Buyer). Its offices are on: Clive House 70 Petty France London SW1H 9EX
2.	Supplier	<div> <div>Name:</div> <div>HallMark Meat Hygiene Ltd (HallMark Veterinary & Compliance Services)</div> </div> <div> <div>Address:</div> <div>Wheelwrights Corner, Cossack Square, Nailsworth, GL6 0DD</div> </div>
3.	Contract	<p>This Contract between the Buyer and the Supplier is for the supply of Deliverables.</p> <p>This opportunity is advertised in the Contract Notice in Find A Tender, reference 2023/S 000-017004 (FTS Contract Notice).</p>
4.	Contract reference	FS900189b / C180637
5.	Deliverables	See Schedule 2 (Specification) for further details.
6.	Buyer Cause	Not applicable
7.	Collaborative working principles	The Collaborative Working Principles do not apply to this Contract.
8.	Financial Transparency Objectives	<p>The Financial Transparency Objectives do not apply to this Contract.</p> <p>See Clause 6.3 for further details.</p>

9.	Start Date	28/08/2023
10.	Expiry Date	31/12/2027
11.	Extension Period	The Buyer may extend the Contract for a period of up to 3 Months by giving not less than 4 weeks' notice in writing to the Supplier prior to the Expiry Date. The Conditions of the Contract shall apply throughout any such extended period.
12.	Ending the Contract without a reason	<p>The Buyer shall be able to terminate the Contract in accordance with Clause 14.3.</p> <p>Provided that the amount of notice that the Buyer shall give to terminate in Clause 14.3 shall be 90 days.</p> <p>Upon any termination in accordance with Clause 14.3, the Buyer shall pay to the Supplier the costs that the Supplier has incurred directly as a result of the early termination of the Contract which are unavoidable, reasonable and not capable of recovery as long as the Supplier provides a fully itemised and costed schedule with evidence. The maximum value of this payment is limited to the total costs which would have been paid to the Supplier as part of the Charges if the Contract had not been terminated.</p>
13.	Incorporated Terms (together these documents form the " the Contract ")	<p>The following documents are incorporated into the Contract. Where numbers are missing we are not using these Schedules. If the documents conflict, the following order of precedence applies:</p> <ol style="list-style-type: none"> 1. This Award Form 2. Any Special Terms (see Section 14 (Special Terms) in this Award Form) 3. Core Terms 4. Schedule 36 (Intellectual Property Rights) 5. Schedule 1 (Definitions) 6. Schedule 6 (Transparency Reports) 7. Schedule 20 (Processing Data) 8. The following Schedules (in equal order of precedence): <ol style="list-style-type: none"> 8.1 Schedule 2 (Specification) 8.2 Schedule 3 (Charges)

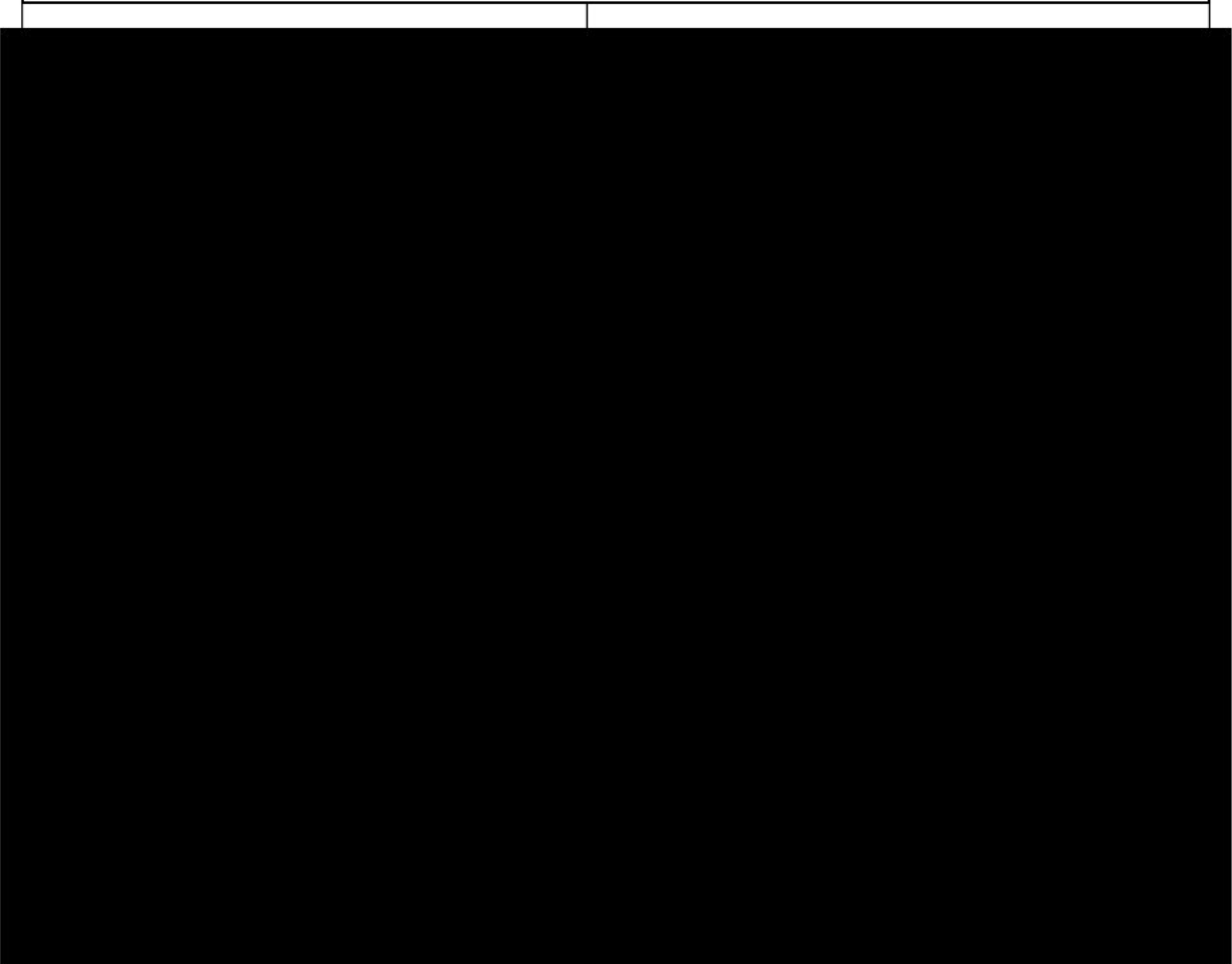
		<p>8.3 Schedule 5 (Commercially Sensitive Information)</p> <p>8.4 Schedule 7 (Staff Transfer) – Not Used</p> <p>8.5 Schedule 8 (Implementation Plan & Testing) – Not Used</p> <p>8.6 Schedule 9 (Installation Works) – Not Used</p> <p>8.7 Schedule 10 (Service Levels) – Not Used</p> <p>8.8 Schedule 11 (Continuous Improvement) – Not Used</p> <p>8.9 Schedule 12 (Benchmarking) Not Used</p> <p>8.10 Schedule 13 (Contract Management)</p> <p>8.11 Schedule 14 (Business Continuity and Disaster Recovery) Not Used</p> <p>8.12 Schedule 15 (Minimum Standards of Reliability) – Not Used</p> <p>8.13 Schedule 16 (Security)</p> <p>8.14 Schedule 17 (Service Recipients) – Not Used</p> <p>8.15 Schedule 18 (Supply Chain Visibility) – Not Used</p> <p>8.16 Schedule 19 (Cyber Essentials Scheme) – Not Used</p> <p>8.17 Schedule 21 (Variation Form)</p> <p>8.18 Schedule 22 (Insurance Requirements)</p> <p>8.19 Schedule 23 (Guarantee) – Not Used</p> <p>8.20 Schedule 24 (Financial Difficulties) – Not Used</p> <p>8.21 Schedule 25 (Rectification Plan) – Not Used</p> <p>8.22 Schedule 26 (Sustainability)</p> <p>8.23 Schedule 27 (Key Subcontractors)</p> <p>8.24 Schedule 28 (ICT Services) – Not Used</p> <p>8.25 Schedule 28A (Agile Development Additional Terms) – Not Used</p> <p>8.26 Schedule 29 (Key Supplier Staff)</p> <p>8.27 Schedule 30 (Exit Management)</p> <p>8.28 Schedule 32 (Background Checks)</p> <p>8.29 Schedule 33 (Scottish Law) – Not Used</p> <p>8.30 Schedule 34 (Northern Ireland Law) – Not Used</p> <p>8.31 Schedule 35 (Lease Terms) – Not Used</p> <p>8.32 Schedule 37 (Corporate Resolution Planning Information) – Not used</p> <p>9. Schedule 4 (Tender), unless any part of the Tender offers a better commercial position for the Buyer (as decided by the Buyer, in its</p>
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		absolute discretion), in which case that aspect of the Tender will take precedence over the documents above.
14.	Special Terms	Special Term 1 – N/A
15.	Sustainability	The Supplier agrees, in providing the Deliverables and performing its obligations under the Contract, that it will comply with Schedule 26 (Sustainability).
16.	Buyer's Environmental Policy	<u>FSA Environmental Sustainability Strategy</u>
17.	Social Value Commitment	The Supplier agrees, in providing the Deliverables and performing its obligations under the Contract, to deliver the Social Value outcomes in Schedule 4 (Tender) and provide the Social Value Reports as set out in Schedule 26 (Sustainability)
18.	Buyer's Security Policy	Schedule 16 (Security)
19.	Commercially Sensitive Information	Supplier's Commercially Sensitive Information: Schedule 5 (Commercially Sensitive Information)
20.	Charges	Details in Schedule 3 (Charges)
21.	Reimbursable expenses	Recoverable as set out in Schedule 3 (Charges)
22.	Payment method	<p>All invoices must be sent, quoting a valid purchase order number (PO Number), to: [REDACTED]</p> <p>Within 10 working days of receipt of your countersigned copy of this letter, we will send you a unique PO Number. You must be in receipt of a valid PO Number before submitting an invoice.</p> <p>To avoid delay in payment it is important that the invoice is compliant and that it includes a valid PO Number, PO Number item number (if applicable) and the details (name and telephone number) of your Buyer contact (i.e. Contract Manager). Non-compliant invoices will be sent back to you, which may lead to a delay in payment.</p>

23.	Service Levels	Not applicable
24.	Insurance	Details in Annex of Schedule 22 (Insurance Requirements).
25.	Liability	<p>[In accordance with Clause 15.1 each Party's total aggregate liability in each Contract Year under the Contract (whether in tort, contract or otherwise) is no more than [the greater of £5 million or 150% of the Estimated Yearly Charges.</p> <p>In accordance with Clause 15.5, the Supplier's total aggregate liability in each Contract Year under Clause 18.8.5 is no more than the Data Protection Liability, being £10 million.</p>
26.	Cyber Essentials Certification	Not required
27.	Progress Meetings and Progress Reports	See Schedule 4 (Tender)
28.	Guarantee	Not applicable
29.	Virtual Library	Not applicable
30.	Supplier Contract Manager	<div>██████████</div> <div>████████████████████</div> <div>████████████████████████████████</div> <div>██████████████████████████████</div> <div>██████████████████</div> <div>████████████████████</div>
31.	Supplier Authorised Representative	<div>██████████</div> <div>██████████████████████████████</div> <div>██████████████████████████████</div> <div>██████████████████</div> <div>████████████████████</div>

32.	Supplier Compliance Officer	<div></div> <div></div> <div></div> <div></div>
33.	Supplier Data Protection Officer	<div></div> <div></div> <div></div> <div></div> <div></div>
34.	Supplier Marketing Contact	Not used
35.	Key Subcontractors	<p>Key Subcontractor 1</p> <p>Name (Registered name if registered): <div></div></p> <div></div> <div></div> <div><i>as consultants and statisticians to maintain scientific standards. provide expert advice with regard to sampling strategies and sample size estimation.</i></div>
36.	Buyer Authorised Representative	<div></div> <div></div> <div></div> <p>or in their absence</p> <div></div> <div></div> <div></div>

Signed	
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Core Terms – Mid-tier

1. Definitions used in the contract

1.1 Interpret this Contract using Schedule 1 (Definitions).

2. How the contract works

2.1 If the Buyer decides to buy Deliverables under the Contract it must state its requirements using the Award Form. If allowed by the Regulations, the Buyer can:

2.1.1 make changes to the Award Form;

2.1.2 create new Schedules;

2.1.3 exclude optional template Schedules; and

2.1.4 use Special Terms in the Award Form to add or change terms.

2.2 The Contract:

2.2.1 is between the Supplier and the Buyer; and

2.2.2 includes Core Terms, Schedules and any other changes or items in the completed Award Form.

2.3 The Supplier acknowledges it has all the information required to perform its obligations under the Contract before entering into it. When information is provided by the Buyer no warranty of its accuracy is given to the Supplier.

2.4 The Supplier acknowledges that, subject to the Allowable Assumptions set out in Annex 2 of Schedule 3 (Charges) (if any), it has satisfied itself of all details relating to:

2.4.1 the Buyer's requirements for the Deliverables;

2.4.2 the Buyer's operating processes and working methods; and

2.4.3 the ownership and fitness for purpose of the Buyer Assets,

2.5 and it has advised the Buyer in writing of:

2.5.1 each aspect, if any, of the Buyer's requirements for the Deliverables, operating processes and working methods that is not suitable for the provision of the Services;

2.5.2 the actions needed to remedy each such unsuitable aspect; and

2.5.3 a timetable for and, to the extent that such costs are to be payable to the Supplier, the costs of those actions,

2.5.4 and such actions, timetable and costs are fully reflected in this Contract.

2.5.5

2.6 The Supplier won't be excused from any obligation, or be entitled to additional Costs or Charges because it failed to either:

2.6.1 verify the accuracy of the Due Diligence Information; and

2.6.2 properly perform its own adequate checks.

2.7 The Buyer will not be liable for errors, omissions or misrepresentation of any information.

2.8 The Supplier warrants and represents that all statements made and documents submitted as part of the procurement of Deliverables are and remain true and accurate.

3. **What needs to be delivered**

3.1 All deliverables

3.1.1 The Supplier must provide Deliverables:

- a) that comply with the Specification, the Tender Response and the Contract;
- b) using reasonable skill and care;
- c) using Good Industry Practice;
- d) using its own policies, processes and internal quality control measures as long as they don't conflict with the Contract;
- e) on the dates agreed; and
- f) that comply with Law.

3.1.2 The Supplier must provide Deliverables with a warranty of at least 90 days from Delivery against all obvious defects or for such other period as specified in the Award Form.

3.1.3 Where the Award Form states that the Collaborative Working Principles will apply, the Supplier must co-operate and provide reasonable assistance to any Buyer Third Party notified to the Supplier by the Buyer from time to time and act at all times in accordance with the following principles:

- a) proactively leading on, mitigating and contributing to the resolution of problems or issues irrespective of its contractual obligations, acting in accordance with the principle of "fix first, settle later";
- b) being open, transparent and responsive in sharing relevant and accurate information with Buyer Third Parties;

- c) where reasonable, adopting common working practices, terminology, standards and technology and a collaborative approach to service development and resourcing with Buyer Third Parties;
- d) providing reasonable cooperation, support, information and assistance to Buyer Third Parties in a proactive, transparent and open way and in a spirit of trust and mutual confidence; and
- e) identifying, implementing and capitalising on opportunities to improve deliverables and deliver better solutions and performance throughout the relationship lifecycle.

3.2 Goods clauses

3.2.1 All Goods delivered must be new, or as new if recycled, unused and of recent origin.

3.2.2 All manufacturer warranties covering the Goods must be assignable to the Buyer on request and for free.

3.2.3 The Supplier transfers ownership of the Goods on Delivery or payment for those Goods, whichever is earlier.

3.2.4 Risk in the Goods transfers to the Buyer on Delivery of the Goods, but remains with the Supplier if the Buyer notices damage following Delivery and lets the Supplier know within 3 Working Days of Delivery.

3.2.5 The Supplier warrants that it has full and unrestricted ownership of the Goods at the time of transfer of ownership.

3.2.6 The Supplier must deliver the Goods on the date and to the specified location during the Buyer's working hours.

3.2.7 The Supplier must provide sufficient packaging for the Goods to reach the point of Delivery safely and undamaged.

3.2.8 All deliveries must have a delivery note attached that specifies the order number, type and quantity of Goods.

3.2.9 The Supplier must provide all tools, information and instructions the Buyer needs to make use of the Goods.

3.2.10 The Supplier must indemnify the Buyer against the costs of any Recall of the Goods and give notice of actual or anticipated action about the Recall of the Goods.

3.2.11 The Buyer can cancel any order or part order of Goods which has not been Delivered. If the Buyer gives less than 14 days' notice then it will pay the Supplier's reasonable and proven costs already incurred on the cancelled order as long as the Supplier uses all reasonable endeavours to minimise these costs.

3.2.12 The Supplier must at its own cost repair, replace, refund or substitute (at the Buyer's option and request) any Goods that the Buyer rejects because they don't conform with Clause 3. If the Supplier doesn't do this it will pay the Buyer's costs including repair or re-supply by a third party.

3.3 Services clauses

3.3.1 Late Delivery of the Services will be a Default of the Contract.

3.3.2 The Supplier must co-operate with the Buyer and third party suppliers on all aspects connected with the Delivery of the Services and ensure that Supplier Staff comply with any reasonable instructions of the Buyer or third party suppliers.

3.3.3 The Supplier must at its own risk and expense provide all Supplier Equipment required to Deliver the Services.

3.3.4 The Supplier must allocate sufficient resources and appropriate expertise to the Contract.

3.3.5 The Supplier must take all reasonable care to ensure performance does not disrupt the Buyer's operations, employees or other contractors.

3.3.6 The Supplier must ensure all Services, and anything used to Deliver the Services, are of good quality and free from defects.

3.3.7 The Buyer is entitled to withhold payment for partially or undelivered Services, but doing so does not stop it from using its other rights under the Contract.

4. Pricing and payments

4.1 In exchange for the Deliverables, the Supplier must invoice the Buyer for the Charges in the Award Form.

4.2 All Charges:

4.2.1 exclude VAT, which is payable on provision of a valid VAT invoice; and

4.2.2 include all costs connected with the Supply of Deliverables.

4.3 The Buyer must pay the Supplier the Charges within 30 days of receipt by the Buyer of a valid, undisputed invoice, in cleared funds using the payment method and details stated in the Award Form.

4.4 A Supplier invoice is only valid if it:

4.4.1 includes all appropriate references including the Contract reference number and other details reasonably requested by the Buyer; and

4.4.2 includes a detailed breakdown of Delivered Deliverables and Milestone(s) (if any).

4.5 The Buyer may retain or set-off payment of any amount owed to it by the Supplier under this Contract or any other agreement between the Supplier and the Buyer if notice and reasons are provided.

4.6 The Supplier must ensure that all Subcontractors are paid, in full, within 30 days of receipt of a valid, undisputed invoice. If this does not happen, the Buyer can publish the details of the late payment or non-payment.

4.7 The Supplier has no right of set-off, counterclaim, discount or abatement unless they're ordered to do so by a court.

5. The buyer's obligations to the supplier

5.1 If Supplier Non-Performance arises from a Buyer Cause:

5.1.1 the Buyer cannot terminate the Contract under Clause 14.4.1;

5.1.2 the Supplier is entitled to reasonable and proven additional expenses and to relief from Delay Payments, liability and Deduction under this Contract;

5.1.3 the Supplier is entitled to additional time needed to make the Delivery;

5.1.4 the Supplier cannot suspend the ongoing supply of Deliverables.

5.2 Clause 5.1 only applies if the Supplier:

5.2.1 gives notice to the Buyer of the Buyer Cause within 10 Working Days of becoming aware;

5.2.2 demonstrates that the Supplier Non-Performance only happened because of the Buyer Cause; and

5.2.3 mitigated the impact of the Buyer Cause.

6. Record keeping and reporting

6.1 The Supplier must attend Progress Meetings with the Buyer and provide Progress Reports when specified in the Award Form.

6.2 The Supplier must keep and maintain full and accurate records and accounts in respect of the Contract during the Contract Period and for 7 years after the End Date and in accordance with the UK GDPR or the EU GDPR as the context requires, including the records and accounts which the Buyer has a right to Audit.

6.3 Where the Award Form states that the Financial Transparency Objectives apply, the Supplier must co-operate with the Buyer to achieve the Financial Transparency Objectives and, to this end, will provide a Financial Report to the Buyer:

6.3.1 on or before the Start Date;

6.3.2 at the end of each Contract Year; and

6.3.3 within 6 Months of the end of the Contract Period,

6.4 and the Supplier must meet with the Buyer if requested within 10 Working Days of the Buyer receiving a Financial Report.

6.5 If the Supplier becomes aware of an event that has occurred or is likely to occur in the future which will have a material effect on the:

6.5.1 Supplier's currently incurred or forecast future Costs; and

6.5.2 forecast Charges for the remainder of the Contract,

6.5.3 then the Supplier must notify the Buyer in writing as soon as practicable setting out the actual or anticipated effect of the event.

6.6 The Supplier must allow any Auditor access to their premises and the Buyer will use reasonable endeavours to ensure that any Auditor:

6.6.1 complies with the Supplier's operating procedures; and

6.6.2 does not unreasonably disrupt the Supplier or its provision of the Deliverables.

6.7 During an Audit, the Supplier must provide information to the Auditor and reasonable co-operation at their request including access to:

6.7.1 all information within the permitted scope of the Audit;

6.7.2 any Sites, equipment and the Supplier's ICT system used in the performance of the Contract; and

6.7.3 the Supplier Staff.

6.8 The Parties will bear their own costs when an Audit is undertaken unless the Audit identifies a material Default by the Supplier, in which case the Supplier will repay the Buyer's reasonable costs in connection with the Audit.

6.9 The Supplier must comply with the Buyer's reasonable instructions following an Audit, including:

6.9.1 correcting any identified Default;

6.9.2 rectifying any error identified in a Financial Report; and

6.9.3 repaying any Charges that the Buyer has overpaid.

6.10 If the Supplier is not providing any of the Deliverables, or is unable to provide them, it must immediately:

6.10.1 tell the Buyer and give reasons;

6.10.2 propose corrective action; and

6.10.3 provide a deadline for completing the corrective action.

6.11 Except where an Audit is imposed on the Buyer by a regulatory body or where the Buyer has reasonable grounds for believing that the Supplier has not complied with its obligations under this Contract, the Buyer may not conduct an Audit of the Supplier or of the same Key Subcontractor more than twice in any Contract Year.

7. Supplier staff

7.1 The Supplier Staff involved in the performance of the Contract must:

7.1.1 be appropriately trained and qualified;

7.1.2 be vetted using Good Industry Practice and the Security Policy; and

7.1.3 comply with all conduct requirements when on the Buyer's Premises.

7.2 Where the Buyer decides one of the Supplier's Staff is not suitable to work on the Contract, the Supplier must replace them with a suitably qualified alternative.

7.3 If requested, the Supplier must replace any person whose acts or omissions have caused the Supplier to breach Clauses 31.1 to 31.4.

7.4 The Supplier must provide a list of Supplier Staff needing to access the Buyer's Premises and say why access is required.

7.5 The Supplier indemnifies the Buyer against all claims brought by any person employed by the Supplier caused by an act or omission of the Supplier or any Supplier Staff.

8. Supply chain

8.1 Appointing Subcontractors

8.1.1 The Supplier must exercise due skill and care when it selects and appoints Subcontractors to ensure that the Supplier is able to:

a) manage Subcontractors in accordance with Good Industry Practice;

b) comply with its obligations under this Contract; and

c) assign, novate or transfer its rights and/or obligations under the Sub Contract that relate exclusively to this Contract to the Buyer or a Replacement Supplier.

8.2 Mandatory provisions in Sub-Contracts

8.2.1 The Supplier will ensure that all Sub Contracts in the Supplier's supply chain entered into after the Effective Date wholly or substantially for the purpose of performing or contributing to the performance of the whole or any part of this Contract contain provisions that:

- a) allow the Supplier to terminate the Sub Contract if the Subcontractor fails to comply with its obligations in respect of environmental, social, equality or employment Law;
- b) require the Supplier to pay all Subcontractors in full, within 30 days of receiving a valid, undisputed invoice; and
- c) allow the Buyer to publish the details of the late payment or non-payment if this 30-day limit is exceeded.

8.2.2 The Supplier will take reasonable endeavours to ensure that all Sub Contracts in the Supplier's supply chain entered into before the Effective Date but made wholly or substantially for the purpose of performing or contributing to the performance of the whole or any part of this Contract contain provisions that:

- a) allow the Supplier to terminate the Sub Contract if the Subcontractor fails to comply with its obligations in respect of environmental, social, equality or employment Law;
- b) require the Supplier to pay all Subcontractors in full, within 30 days of receiving a valid, undisputed invoice; and
- c) allow the Buyer to publish the details of the late payment or non-payment if this 30-day limit is exceeded.

8.3 When Sub-Contracts can be ended

8.3.1 At the Buyer's request, the Supplier must terminate any Sub-Contracts in any of the following events:

- a) there is a Change of Control of a Subcontractor which isn't pre-approved by the Buyer in writing;
- b) the acts or omissions of the Subcontractor have caused or materially contributed to a right of termination under Clause 14.4;
- c) a Subcontractor or its Affiliates embarrasses or brings into disrepute or diminishes the public trust in the Buyer;
- d) the Subcontractor fails to comply with its obligations in respect of environmental, social, equality or employment Law; and/or
- e) the Buyer has found grounds to exclude the Subcontractor in accordance with Regulation 57 of the Public Contracts Regulations 2015.

8.4 Competitive terms

8.4.1 If the Buyer can get more favourable commercial terms for the supply at cost of any materials, goods or services used by the Supplier to provide the Deliverables and that cost is reimbursable by the Buyer, then the Buyer may require the Supplier to replace its existing commercial terms with the more favourable terms offered for the relevant items.

8.4.2 If the Buyer uses Clause 8.4.1 then the Charges must be reduced by an agreed amount by using the Variation Procedure.

8.5 Ongoing responsibility of the Supplier

8.5.1 The Supplier is responsible for all acts and omissions of its Subcontractors and those employed or engaged by them as if they were its own.

9. Rights and protection

9.1 The Supplier warrants and represents that:

9.1.1 it has full capacity and authority to enter into and to perform the Contract;

9.1.2 the Contract is executed by its authorised representative;

9.1.3 it is a legally valid and existing organisation incorporated in the place it was formed;

9.1.4 there are no known legal or regulatory actions or investigations before any court, administrative body or arbitration tribunal pending or threatened against it or its Affiliates that might affect its ability to perform the Contract;

9.1.5 all necessary rights, authorisations, licences and consents (including in relation to IPRs) are in place to enable the Supplier to perform its obligations under the Contract and for the Buyer to receive the Deliverables;

9.1.6 it doesn't have any contractual obligations which are likely to have a material adverse effect on its ability to perform the Contract;

9.1.7 it is not impacted by an Insolvency Event or a Financial Distress Event; and

9.1.8 neither it nor, to the best of its knowledge the Supplier Staff, have committed a Prohibited Act prior to the Start Date or been subject to an investigation relating to a Prohibited Act.

9.2 The warranties and representations in Clauses 2.7 and 9.1 are repeated each time the Supplier provides Deliverables under the Contract.

9.3 The Supplier indemnifies the Buyer against each of the following:

9.3.1 wilful misconduct of the Supplier, Subcontractor and Supplier Staff that impacts the Contract; and

9.3.2 non-payment by the Supplier of any tax or National Insurance.

9.4 All claims indemnified under this Contract must use Clause 30.

9.5 The Buyer can terminate the Contract for breach of any warranty or indemnity where they are entitled to do so.

9.6 If the Supplier becomes aware of a representation or warranty that becomes untrue or misleading, it must immediately notify the Buyer.

9.7 All third party warranties and indemnities covering the Deliverables must be assigned for the Buyer's benefit by the Supplier.

10. Intellectual Property Rights (IPRs)

10.1 The Parties agree that the terms set out in Schedule 36 (Intellectual Property Rights) shall apply to this Contract.

10.1 If there is an IPR Claim, the Supplier indemnifies the Buyer against all losses, damages, costs or expenses (including professional fees and fines) incurred as a result.

10.1 If an IPR Claim is made or anticipated the Supplier must at its own expense and the Buyer's sole option, either:

10.1.1 obtain for the Buyer the rights to continue using the relevant item without infringing any third party IPR; or

10.1.2 replace or modify the relevant item with substitutes that don't infringe IPR without adversely affecting the functionality or performance of the Deliverables.

10.1 If the Buyer requires that the Supplier procures a licence in accordance with Schedule 36 or to modify or replace an item pursuant to Schedule 36, but this has not avoided or resolved the IPR Claim, then the Buyer may terminate this Contract by written notice with immediate effect.

11. Rectifying issues

11.1 If there is a Notifiable Default, the Supplier must notify the Buyer within 3 Working Days of the Supplier becoming aware of the Notifiable Default and the Buyer may request that the Supplier provide a Rectification Plan within 10 Working Days of the Buyer's request alongside any additional documentation that the Buyer requires.

11.2 When the Buyer receives a requested Rectification Plan it can either:

11.2.1 reject the Rectification Plan or revised Rectification Plan giving reasons; or

11.2.2 accept the Rectification Plan or revised Rectification Plan (without limiting its rights) in which case the Supplier must immediately start work on the actions in the Rectification Plan at its own cost.

11.3 Where the Rectification Plan or revised Rectification Plan is rejected, the Buyer:

11.3.1 will give reasonable grounds for its decision; and

11.3.2 may request that the Supplier provides a revised Rectification Plan within 5 Working Days.

12. **Escalating issues**

12.1 If the Supplier fails to:

12.1.1 submit a Rectification Plan or a revised Rectification Plan within the timescales set out in Clauses 11.1 or 11.3; and

12.1.2 adhere to the timescales set out in an accepted Rectification Plan to resolve the Notifiable Default.

or if the Buyer otherwise rejects a Rectification Plan, the Buyer can require the Supplier to attend an Escalation Meeting on not less than 5 Working Days' notice. The Buyer will determine the location, time and duration of the Escalation Meeting(s) and the Supplier must ensure that the Supplier Authorised Representative is available to attend.

12.2 The Escalation Meeting(s) will continue until the Buyer is satisfied that the Notifiable Default has been resolved, however, where an Escalation Meeting(s) has continued for more than 5 Working Days, either Party may treat the matter as a Dispute to be handled through the Dispute Resolution Procedure.

12.3 If the Supplier is in Default of any of its obligations under this Clause 12, the Buyer shall be entitled to terminate this Agreement and the consequences of termination set out in Clause 14.5.1 shall apply as if the contract were terminated under Clause 14.4.1.

13. **Step-in rights**

13.1 If a Step-In Trigger Event occurs, the Buyer may give notice to the Supplier that it will be taking action in accordance with this Clause 13.1 and setting out:

13.1.1 whether it will be taking action itself or with the assistance of a third party;

13.1.2 what Required Action the Buyer will take during the Step-In Process;

13.1.3 when the Required Action will begin and how long it will continue for;

13.1.4 whether the Buyer will require access to the Sites; and

13.1.5 what impact the Buyer anticipates that the Required Action will have on the Supplier's obligations to provide the Deliverables.

13.2 For as long as the Required Action is taking place:

13.2.1 the Supplier will not have to provide the Deliverables that are the subject of the Required Action;

13.2.2 no Deductions will be applicable in respect of Charges relating to the Deliverables that are the subject of the Required Action; and

13.2.3 the Buyer will pay the Charges to the Supplier after subtracting any applicable Deductions and the Buyer's costs of taking the Required Action.

13.3 The Buyer will give notice to the Supplier before it ceases to exercise its rights under the Step-In Process and within 20 Working Days of this notice the Supplier will develop a draft Step-Out Plan for the Buyer to approve.

13.4 If the Buyer does not approve the draft Step Out Plan, the Buyer will give reasons and the Supplier will revise the draft Step Out Plan and re submit it for approval.

13.5 The Supplier shall bear its own costs in connection with any step-in by the Buyer under this Clause 13, provided that the Buyer shall reimburse the Supplier's reasonable additional expenses incurred directly as a result of any step-in action taken by the Buyer under:

13.5.1 limbs (f) or (g) of the definition of a Step-In Trigger Event; or

13.5.2 limbs (h) and (i) of the definition of a Step-in Trigger Event (insofar as the primary cause of the Buyer serving a notice under Clause 13.1 is identified as not being the result of the Supplier's Default).

14. Ending the contract

14.1 The Contract takes effect on the Start Date and ends on the End Date or earlier if terminated under this Clause 14 or if required by Law.

14.2 The Buyer can extend the Contract for the Extension Period by giving the Supplier written notice before the Contract expires as described in the Award Form.

14.3 Ending the contract without a reason

14.3.1 The Buyer has the right to terminate the Contract at any time without reason or (unless the Award Form states something different) liability by giving the Supplier not less than 90 days' notice (unless a different notice period is set out in the Award Form) and if it's terminated Clauses 14.5.1b) to 14.5.1h) applies.

14.4 When the Buyer can end the Contract

14.4.1 If any of the following events happen, the Buyer has the right to immediately terminate the Contract by issuing a Termination Notice to the Supplier:

a) there's a Supplier Insolvency Event;

- b) the Supplier fails to notify the Buyer in writing of any Occasion of Tax Non Compliance
- c) there's a Notifiable Default that is not corrected in line with an accepted Rectification Plan;
- d) the Buyer rejects a Rectification Plan or the Supplier does not provide it within 10 days of the request;
- e) there's any material Default of the Contract;
- f) a Default that occurs and then continues to occur on one or more occasions within 6 Months following the Buyer serving a warning notice on the Supplier that it may terminate for persistent breach of the Contract;
- g) there's any material Default of any Joint Controller Agreement relating to the Contract;
- h) there's a Default of Clauses 2.7, 10, 12, 18, 19, 31, 36, Schedule 19 (Cyber Essentials) (where applicable) or Schedule 36 (Intellectual Property Rights) relating to the Contract;
- i) the performance of the Supplier causes a Critical Service Level Failure to occur;
- j) there's a consistent repeated failure to meet the Service Levels in Schedule 10 (Service Levels);
- k) there's a Change of Control of the Supplier which isn't pre-approved by the Buyer in writing;
- l) the Buyer discovers that the Supplier was in one of the situations in 57 (1) or 57(2) of the Regulations at the time the Contract was awarded;
- m) the Supplier or its Affiliates embarrass or bring the Buyer into disrepute or diminish the public trust in them; or
- n) the Supplier fails to comply with its legal obligations in the fields of environmental, social, equality or employment Law when providing the Deliverables.

14.4.2 The Buyer also has the right to terminate the Contract in accordance with Clauses 9.5 and 24.3, Paragraph 4.1 of Schedule 37 (Corporate Resolution Planning) (where applicable) and Paragraph 7 of Schedule 24 (Financial Difficulties) (where applicable).

14.4.3 If any of the events in 73 (1) (a) or (b) of the Regulations happen, the Buyer has the right to immediately terminate the Contract and Clauses 14.5.1b) to 14.5.1h) applies.

14.5 What happens if the contract ends

14.5.1 Where the Buyer terminates the Contract under Clauses 14.4.1 and 9.5, Paragraph 4.1 of Schedule 37 (Corporate Resolution Planning) (where applicable) or Paragraph 7 of Schedule 24 (Financial Difficulties) (where applicable). all of the following apply:

- a) The Supplier is responsible for the Buyer's reasonable costs of procuring Replacement Deliverables for the rest of the Contract Period.
- b) The Buyer's payment obligations under the terminated Contract stop immediately.
- c) Accumulated rights of the Parties are not affected.
- d) The Supplier must promptly delete or return the Government Data except where required to retain copies by Law.
- e) The Supplier must promptly return any of the Buyer's property provided under the terminated Contract.
- f) The Supplier must, at no cost to the Buyer, co-operate fully in the handover and re-procurement (including to a Replacement Supplier).
- g) The Supplier must repay to the Buyer all the Charges that it has been paid in advance for Deliverables that it has not provided as at the date of termination or expiry.
- h) The following Clauses survive the termination of the Contract: 3.2.10, 6, 7.2, 10, 15, 18, 19, 20, 21, 22, 39, 40, Schedule 36 (Intellectual Property Rights) and any Clauses and Schedules which are expressly or by implication intended to continue.

14.5.2 If either Party terminates the Contract under Clause 24.3:

- a) each party must cover its own Losses; and
- b) Clauses 14.5.1b) to 14.5.1h) applies.

14.6 When the Supplier can end the contract

14.6.1 The Supplier can issue a Reminder Notice if the Buyer does not pay an undisputed invoice on time. The Supplier can terminate the Contract if the Buyer fails to pay an undisputed invoiced sum due and worth over 10% of the total Contract Value within 30 days of the date of the Reminder Notice.

14.6.2 The Supplier also has the right to terminate the Contract in accordance with Clauses 24.3 and 27.5.

14.6.3 Where the Buyer terminates the Contract under Clause 14.3 or the Supplier terminates the Contract under Clause 14.6.1 or 27.5:

- a) the Buyer must promptly pay all outstanding Charges incurred to the Supplier;
- b) the Buyer must pay the Supplier reasonable committed and unavoidable Losses as long as the Supplier provides a fully itemised and costed schedule with evidence – the maximum value of this

payment is limited to the total sum payable to the Supplier if the Contract had not been terminated; and

c) Clauses 14.5.1(b)) to 14.5.1(h) apply.

14.7 Partially ending and suspending the contract

14.7.1 Where the Buyer has the right to terminate the Contract it can terminate or suspend (for any period), all or part of it. If the Buyer suspends the Contract it can provide the Deliverables itself or buy them from a third party.

14.7.2 The Buyer can only partially terminate or suspend the Contract if the remaining parts of the Contract can still be used to effectively deliver the intended purpose.

14.7.3 The Parties must agree any necessary Variation required by this Clause 14.7 using the Variation Procedure, but the Supplier may not either:

- a) reject the Variation; or
- b) increase the Charges, except where the right to partial termination is under Clause 14.3.

14.7.4 The Buyer can still use other rights available, or subsequently available to it if it acts on its rights under this Clause 14.7.

15. **How much you can be held responsible for**

15.1 Each Party's total aggregate liability in each Contract Year under the Contract (whether in tort, contract or otherwise) is no more than the greater of £5 million or 150% of the Estimated Yearly Charges unless specified otherwise in the Award Form.

15.2 Neither Party is liable to the other for:

15.2.1 any indirect Losses; and

15.2.2 Loss of profits, turnover, savings, business opportunities or damage to goodwill (in each case whether direct or indirect).

15.3 In spite of Clause 15.1, neither Party limits or excludes any of the following:

15.3.1 its liability for death or personal injury caused by its negligence, or that of its employees, agents or Subcontractors;

15.3.2 its liability for bribery or fraud or fraudulent misrepresentation by it or its employees; and

15.3.3 any liability that cannot be excluded or limited by Law.

15.4 In spite of Clause 15.1, the Supplier does not limit or exclude its liability for any indemnity given under Clauses 7.5, 9.3, 10.2.1, 16.3 or Schedule 7 (Staff Transfer) of the Contract.

15.5 In spite of Clause 15.1, but subject to Clauses 15.2 and 15.3, the Supplier's total aggregate liability in each Contract Year under Clause 18.8.5 is no more than the Data Protection Liability Cap.

15.6 Each Party must use all reasonable endeavours to mitigate any Loss or damage which it suffers under or in connection with the Contract, including any indemnities.

15.7 When calculating the Supplier's liability under Clause 15.1 the following items will not be taken into consideration:

15.7.1 Deductions; and

15.7.2 any items specified in Clause 15.4.

15.8 If more than one Supplier is party to the Contract, each Supplier Party is fully responsible for both their own liabilities and the liabilities of the other Suppliers.

16. **Obeying the law**

16.1 The Supplier shall comply with the provisions of Schedule 26 (Sustainability).

16.2 The Supplier shall comply with the provisions of:

16.2.1 the Official Secrets Acts 1911 to 1989; and

16.2.2 section 182 of the Finance Act 1989.

16.3 The Supplier indemnifies the Buyer against any costs resulting from any Default by the Supplier relating to any applicable Law.

16.4 The Supplier must appoint a Compliance Officer who must be responsible for ensuring that the Supplier complies with Law, Clause 16.1 and Clauses 31 to 36.

17. **Insurance**

The Supplier must, at its own cost, obtain and maintain the Required Insurances in Schedule 22 (Insurance Requirements).

18. **Data protection**

18.1 The Supplier must process Personal Data and ensure that Supplier Staff process Personal Data only in accordance with Schedule 20 (Processing Data).

18.2 The Supplier must not remove any ownership or security notices in or relating to the Government Data.

18.3 The Supplier must make accessible back-ups of all Government Data, stored in an agreed off-site location and send the Buyer copies every 6 Months.

18.4 The Supplier must ensure that any Supplier system holding any Government Data, including back-up data, is a secure system that complies with the Security Policy and any applicable Security Management Plan.

18.5 If at any time the Supplier suspects or has reason to believe that the Government Data is corrupted, lost or sufficiently degraded, then the Supplier must immediately notify the Buyer and suggest remedial action.

18.6 If the Government Data is corrupted, lost or sufficiently degraded so as to be unusable the Buyer may either or both:

18.6.1 tell the Supplier to restore or get restored Government Data as soon as practical but no later than 5 Working Days from the date that the Buyer receives notice, or the Supplier finds out about the issue, whichever is earlier; and

18.6.2 restore the Government Data itself or using a third party.

18.7 The Supplier must pay each Party's reasonable costs of complying with Clause 18.6 unless the Buyer is entirely at fault.

18.8 The Supplier:

18.8.1 must provide the Buyer with all Government Data in an agreed open format within 10 Working Days of a written request;

18.8.2 must have documented processes to guarantee prompt availability of Government Data if the Supplier stops trading;

18.8.3 must securely destroy all Storage Media that has held Government Data at the end of life of that media using Good Industry Practice;

18.8.4 securely erase all Government Data and any copies it holds when asked to do so by the Buyer unless required by Law to retain it; and

18.8.5 indemnifies the Buyer against any and all Losses incurred if the Supplier breaches Clause 18 or any Data Protection Legislation.

19. **What you must keep confidential**

19.1 Each Party must:

19.1.1 keep all Confidential Information it receives confidential and secure;

19.1.2 not disclose, use or exploit the Disclosing Party's Confidential Information without the Disclosing Party's prior written consent, except for the purposes anticipated under the Contract; and

19.1.3 immediately notify the Disclosing Party if it suspects unauthorised access, copying, use or disclosure of the Confidential Information.

19.2 In spite of Clause 19.1, a Party may disclose Confidential Information which it receives from the Disclosing Party in any of the following instances:

19.2.1 where disclosure is required by applicable Law, a regulatory body or a court with the relevant jurisdiction if the Recipient Party notifies the Disclosing Party of the full circumstances, the affected Confidential Information and extent of the disclosure;

19.2.2 if the Recipient Party already had the information without obligation of confidentiality before it was disclosed by the Disclosing Party;

19.2.3 if the information was given to it by a third party without obligation of confidentiality;

19.2.4 if the information was in the public domain at the time of the disclosure;

19.2.5 if the information was independently developed without access to the Disclosing Party's Confidential Information;

19.2.6 on a confidential basis, to its auditors or for the purpose of regulatory requirements;

19.2.7 on a confidential basis, to its professional advisers on a need-to-know basis; and

19.2.8 to the Serious Fraud Office where the Recipient Party has reasonable grounds to believe that the Disclosing Party is involved in activity that may be a criminal offence under the Bribery Act 2010.

19.3 The Supplier may disclose Confidential Information on a confidential basis to Supplier Staff on a need-to-know basis to allow the Supplier to meet its obligations under the Contract. The Supplier Staff must enter into a direct confidentiality agreement with the Buyer at its request.

19.4 The Buyer may disclose Confidential Information in any of the following cases:

19.4.1 on a confidential basis to the employees, agents, consultants and contractors of the Buyer;

19.4.2 on a confidential basis to any other Central Government Body, any successor body to a Central Government Body or any company that the Buyer transfers or proposes to transfer all or any part of its business to;

19.4.3 if the Buyer (acting reasonably) considers disclosure necessary or appropriate to carry out its public functions;

19.4.4 where requested by Parliament; and

19.4.5 under Clauses 4.6 and 20.

19.5 For the purposes of Clauses 19.2 to 19.4 references to disclosure on a confidential basis means disclosure under a confidentiality agreement or arrangement including terms as strict as those required in Clause 19.

19.6 Transparency Information and any Information which is exempt from disclosure by Clause 20 is not Confidential Information.

19.7 The Supplier must not make any press announcement or publicise the Contracts or any part of them in any way, without the prior written consent of the Buyer and must use all reasonable endeavours to ensure that Supplier Staff do not either.

20. When you can share information

20.1 The Supplier must tell the Buyer within 48 hours if it receives a Request For Information.

20.2 In accordance with a reasonable timetable and in any event within 5 Working Days of a request from the Buyer, the Supplier must give the Buyer full co-operation and information needed so the Buyer can:

20.2.1 publish the Transparency Information;

20.2.2 comply with any Freedom of Information Act (FOIA) request; and

20.2.3 comply with any Environmental Information Regulations (EIR) request.

20.3 To the extent that it is allowed and practical to do so, the Buyer will use reasonable endeavours to notify the Supplier of a FOIA request and may talk to the Supplier to help it decide whether to publish information under Clause 20.1. However, the extent, content and format of the disclosure is the Buyer's decision in its absolute discretion.

21. Invalid parts of the contract

21.1 If any part of the Contract is prohibited by Law or judged by a court to be unlawful, void or unenforceable, it must be read as if it was removed from the Contract as much as required and rendered ineffective as far as possible without affecting the rest of the Contract, whether it's valid or enforceable.

21.2 If any removal under Clause 21.1 is so fundamental that it prevents the purpose of the Contract from being achieved or it materially changes the balance of risk and rewards between the Parties, either Party may give notice to the other Party requiring the Parties to commence good faith negotiations to rectify these issues and to amend the Contract accordingly so that, as amended, it is valid and enforceable, preserves the balance of risks and rewards in this Contract and, to the extent that it is reasonably possible, achieves the Parties' original commercial intention.

21.3 If the Parties cannot agree on what amendments are required within 5 Working Days, the matter will be dealt with via commercial negotiation as set out in Clause 39.2 and, if there is no

resolution within 30 Working Days of the matter being referred, the Contract will terminate automatically and immediately with costs lying where they fall.

22. No other terms apply

The provisions incorporated into the Contract are the entire agreement between the Parties. The Contract replaces all previous statements, or agreements whether written or oral. No other provisions apply.

23. Other people's rights in the Contract

23.1 No third parties may use the Contracts (Rights of Third Parties) Act (CRTPA) to enforce any term of the Contract unless stated (referring to CRTPA) in the Contract. This does not affect third party rights and remedies that exist independently from CRTPA.

24. Circumstances beyond your control

24.1 Any Party affected by a Force Majeure Event is excused from performing its obligations under the Contract while the inability to perform continues, if it both:

24.1.1 provides a Force Majeure Notice to the other Party; and

24.1.2 uses all reasonable measures practical to reduce the impact of the Force Majeure Event.

24.2 Any failure or delay by the Supplier to perform its obligations under this Contract that is due to a failure or delay by an agent, Subcontractor or supplier will only be considered a Force Majeure Event if that third party is itself prevented from complying with an obligation to the Supplier due to a Force Majeure Event.

24.3 Either party can partially or fully terminate the Contract if the provision of the Deliverables is materially affected by a Force Majeure Event which lasts for 90 days continuously.

25. Relationships created by the contract

The Contract does not create a partnership, joint venture or employment relationship. The Supplier must represent themselves accordingly and ensure others do so.

26. Giving up contract rights

A partial or full waiver or relaxation of the terms of the Contract is only valid if it is stated to be a waiver in writing to the other Party.

27. Transferring responsibilities

27.1 The Supplier cannot assign, novate or in any other way dispose of the Contract or any part of it without the Buyer's written consent.

27.2 Subject to Schedule 27 (Key Subcontractors), the Supplier cannot sub-contract the Contract or any part of it without the Buyer's prior written consent. The Supplier shall provide the Buyer with information about the Subcontractor as it reasonably requests. The decision of the Buyer to consent or not will not be unreasonably withheld or delayed. If the Buyer does not communicate a decision to the Supplier within 10 Working Days of the request for consent then its consent will be deemed to have been given. The Buyer may reasonably withhold its consent to the appointment of a Subcontractor if it considers that:

27.2.1 the appointment of a proposed Subcontractor may prejudice the provision of the Deliverables or may be contrary to its interests;

27.2.2 the proposed Subcontractor is unreliable and/or has not provided reliable goods and or reasonable services to its other customers; and/or

27.2.3 the proposed Subcontractor employs unfit persons

27.3 The Buyer can assign, novate or transfer its Contract or any part of it to any Crown Body, public or private sector body which performs the functions of the Buyer.

27.4 When the Buyer uses its rights under Clause 27.3 the Supplier must enter into a novation agreement in the form that the Buyer specifies.

27.5 The Supplier can terminate the Contract novated under Clause 27.3 to a private sector body that is experiencing an Insolvency Event.

27.6 The Supplier remains responsible for all acts and omissions of the Supplier Staff as if they were its own.

27.7 If at any time the Buyer asks the Supplier for details about Subcontractors, the Supplier must provide details of Subcontractors at all levels of the supply chain including:

27.7.1 their name;

27.7.2 the scope of their appointment;

27.7.3 the duration of their appointment; and

27.7.4 a copy of the Sub-Contract.

28. Changing the contract

28.1 Either Party can request a Variation to the Contract which is only effective if agreed in writing, including where it is set out in the Variation Form, and signed by both Parties.

28.2 The Supplier must provide an Impact Assessment either:

28.2.1 with the Variation Form, where the Supplier requests the Variation; and

28.2.2 within the time limits included in a Variation Form requested by the Buyer.

28.3 If the Variation to the Contract cannot be agreed or resolved by the Parties, the Buyer can either:

28.3.1 agree that the Contract continues without the Variation; and

28.3.2 refer the Dispute to be resolved using Clause 39 (Resolving Disputes).

28.4 The Buyer is not required to accept a Variation request made by the Supplier.

28.5 The Supplier may only reject a Variation requested by the Buyer if the Supplier:

28.5.1 reasonably believes that the Variation would materially and adversely affect the risks to the health and safety of any person or that it would result in the Deliverables being provided in a way that infringes any Law; or

28.5.2 demonstrates to the Buyer's reasonable satisfaction that the Variation is technically impossible to implement and that neither the Tender nor the Specification state that the Supplier has the required technical capacity or flexibility to implement the Variation.

28.6 If there is a General Change in Law, the Supplier must bear the risk of the change and is not entitled to ask for an increase to the Charges.

28.7 If there is a Specific Change in Law or one is likely to happen during the Contract Period the Supplier must give the Buyer notice of the likely effects of the changes as soon as reasonably practical. They must also say if they think any Variation is needed either to the Deliverables, the Charges or the Contract and provide evidence:

28.7.1 that the Supplier has kept costs as low as possible, including in Subcontractor costs; and

28.7.2 of how it has affected the Supplier's costs.

28.8 Any change in the Charges or relief from the Supplier's obligations because of a Specific Change in Law must be implemented using Clauses 28.1 to 28.4.

29. How to communicate about the contract

29.1 All notices under the Contract must be in writing and are considered effective on the Working Day of delivery as long as they're delivered before 5:00pm on a Working Day. Otherwise the notice is effective on the next Working Day. An email is effective at 9am on the first Working Day after sending unless an error message is received.

29.2 Notices to the Buyer must be sent to the Buyer Authorised Representative's address or email address in the Award Form.

29.3 This Clause does not apply to the service of legal proceedings or any documents in any legal action, arbitration or dispute resolution.

30. **Dealing with claims**

30.1 If a Beneficiary is notified of a Claim then it must notify the Indemnifier as soon as reasonably practical and no later than 10 Working Days.

30.2 At the Indemnifier's cost the Beneficiary must both:

30.2.1 allow the Indemnifier to conduct all negotiations and proceedings to do with a Claim; and

30.2.2 give the Indemnifier reasonable assistance with the claim if requested.

30.3 The Beneficiary must not make admissions about the Claim without the prior written consent of the Indemnifier which cannot be unreasonably withheld or delayed.

30.4 The Indemnifier must consider and defend the Claim diligently using competent legal advisors and in a way that doesn't damage the Beneficiary's reputation.

30.5 The Indemnifier must not settle or compromise any Claim without the Beneficiary's prior written consent which it must not unreasonably withhold or delay.

30.6 Each Beneficiary must use all reasonable endeavours to minimise and mitigate any losses that it suffers because of the Claim.

30.7 If the Indemnifier pays the Beneficiary money under an indemnity and the Beneficiary later recovers money which is directly related to the Claim, the Beneficiary must immediately repay the Indemnifier the lesser of either:

30.7.1 the sum recovered minus any legitimate amount spent by the Beneficiary when recovering this money; and

30.7.2 the amount the Indemnifier paid the Beneficiary for the Claim.

31. **Preventing fraud, bribery and corruption**

31.1 The Supplier must not during the Contract Period:

31.1.1 commit a Prohibited Act or any other criminal offence in the Regulations 57(1) and 57(2);

31.1.2 do or allow anything which would cause the Buyer, including any of their employees, consultants, contractors, Subcontractors or agents to breach any of the Relevant Requirements or incur any liability under them.

31.2 The Supplier must during the Contract Period:

31.2.1 create, maintain and enforce adequate policies and procedures to ensure it complies with the Relevant Requirements to prevent a Prohibited Act and require its Subcontractors to do the same;

31.2.2 keep full records to show it has complied with its obligations under this Clause 31 and give copies to the Buyer on request; and

31.2.3 if required by the Buyer, within 20 Working Days of the Start Date of the Contract, and then annually, certify in writing to the Buyer, that they have complied with this Clause 31, including compliance of Supplier Staff, and provide reasonable supporting evidence of this on request, including its policies and procedures.

31.3 The Supplier must immediately notify the Buyer if it becomes aware of any breach of Clauses 31.1 or has any reason to think that it, or any of the Supplier Staff, have either:

31.3.1 been investigated or prosecuted for an alleged Prohibited Act;

31.3.2 been debarred, suspended, proposed for suspension or debarment, or are otherwise ineligible to take part in procurement programmes or contracts because of a Prohibited Act by any government department or agency;

31.3.3 received a request or demand for any undue financial or other advantage of any kind related to the Contract; and

31.3.4 suspected that any person or Party directly or indirectly related to the Contract has committed or attempted to commit a Prohibited Act.

31.4 If the Supplier notifies the Buyer as required by Clause 31.3, the Supplier must respond promptly to their further enquiries, co-operate with any investigation and allow the Audit of any books, records and relevant documentation.

31.5 If the Supplier is in Default under Clause 31.1 the Buyer may:

31.5.1 require the Supplier to remove any Supplier Staff from providing the Deliverables if their acts or omissions have caused the Default; and

31.5.2 immediately terminate this agreement.

31.6 In any notice the Supplier gives under Clause 31.4 it must specify the:

31.6.1 Prohibited Act;

31.6.2 identity of the Party who it thinks has committed the Prohibited Act; and

31.6.3 action it has decided to take.

32. Equality, diversity and human rights

32.1 The Supplier must follow all applicable equality Law when they perform their obligations under the Contract, including:

32.1.1 protections against discrimination on the grounds of race, sex, gender reassignment, religion or belief, disability, sexual orientation, pregnancy, maternity, age or otherwise; and

32.1.2 any other requirements and instructions which the Buyer reasonably imposes related to equality Law.

32.2 The Supplier must use all reasonable endeavours, and inform the Buyer of the steps taken, to prevent anything that is considered to be unlawful discrimination by any court or tribunal, or the Equality and Human Rights Commission (or any successor organisation) when working on the Contract.

33. **Health and safety**

33.1 The Supplier must perform its obligations meeting the requirements of:

33.1.1 all applicable Law regarding health and safety; and

33.1.2 the Buyer's current health and safety policy while at the Buyer's Premises, as provided to the Supplier.

33.2 The Supplier must as soon as possible notify the other of any health and safety incidents or material hazards they're aware of at the Buyer Premises that relate to the performance of the Contract.

34. **Environment**

34.1 When working on Site the Supplier must perform its obligations under the Buyer's current Environmental Policy, which the Buyer must provide.

34.2 The Supplier must ensure that Supplier Staff are aware of the Buyer's Environmental Policy.

35. **Tax**

35.1 The Supplier must not breach any tax or social security obligations and must enter into a binding agreement to pay any late contributions due, including where applicable, any interest or any fines. The Buyer cannot terminate the Contract where the Supplier has not paid a minor tax or social security contribution.

35.2 Where the Charges payable under the Contract are or are likely to exceed £5 million at any point during the relevant Contract Period, and an Occasion of Tax Non-Compliance occurs, the Supplier must notify the Buyer of it within 5 Working Days including:

35.2.1 the steps that the Supplier is taking to address the Occasion of Tax Non-Compliance and any mitigating factors that it considers relevant; and

35.2.2 other information relating to the Occasion of Tax Non-Compliance that the Buyer may reasonably need.

35.3 Where the Supplier or any Supplier Staff are liable to be taxed or to pay National Insurance contributions in the UK relating to payment received under the Contract, the Supplier must both:

35.3.1 comply with the Income Tax (Earnings and Pensions) Act 2003 and all other statutes and regulations relating to income tax, the Social Security Contributions and Benefits Act 1992 (including IR35) and National Insurance contributions; and

35.3.2 indemnify the Buyer against any Income Tax, National Insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made during or after the Contract Period in connection with the provision of the Deliverables by the Supplier or any of the Supplier Staff.

35.4 If any of the Supplier Staff are Workers who receive payment relating to the Deliverables, then the Supplier must ensure that its contract with the Worker contains the following requirements:

35.4.1 the Buyer may, at any time during the Contract Period, request that the Worker provides information which demonstrates they comply with Clause 35.3.1, or why those requirements do not apply, the Buyer can specify the information the Worker must provide and the deadline for responding;

35.4.2 the Worker's contract may be terminated at the Buyer's request if the Worker fails to provide the information requested by the Buyer within the time specified by the Buyer;

35.4.3 the Worker's contract may be terminated at the Buyer's request if the Worker provides information which the Buyer considers isn't good enough to demonstrate how it complies with Clause 35.3.1 or confirms that the Worker is not complying with those requirements; and

35.4.4 the Buyer may supply any information they receive from the Worker to HMRC for revenue collection and management.

36. Conflict of interest

36.1 The Supplier must take action to ensure that neither the Supplier nor the Supplier Staff are placed in the position of an actual, potential or perceived Conflict of Interest.

36.2 The Supplier must promptly notify and provide details to the Buyer if an actual, potential or perceived Conflict of Interest happens or is expected to happen.

36.3 The Buyer will consider whether there are any appropriate measures that can be put in place to remedy an actual, perceived or potential Conflict of Interest. If, in the reasonable opinion of the Buyer, such measures do not or will not resolve an actual or potential Conflict of Interest, the Buyer may terminate its Contract immediately by giving notice in writing to the Supplier where there is or may be an actual or potential Conflict of Interest.

37. Reporting a breach of the contract

37.1 As soon as it is aware of it the Supplier and Supplier Staff must report to the Buyer any actual or suspected breach of:

37.1.1 Law;

37.1.2 Clause 16.1; and

37.1.3 Clauses 31 to 36.

37.2 The Supplier must not retaliate against any of the Supplier Staff who in good faith reports a breach listed in Clause 37.1 to the Buyer or a Prescribed Person.

38. Further Assurances

Each Party will, at the request and cost of the other Party, do all things which may be reasonably necessary to give effect to the meaning of this Contract.

39. Resolving disputes

39.1 If there is a Dispute, the senior representatives of the Parties who have authority to settle the Dispute will, within 28 days of a written request from the other Party, meet in good faith to resolve the Dispute by commercial negotiation.

39.2 If the Parties cannot resolve the Dispute via commercial negotiation, they can attempt to settle it by mediation using the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure current at the time of the Dispute. If the Parties cannot agree on a mediator, the mediator will be nominated by CEDR. If either Party does not wish to use, or continue to use mediation, or mediation does not resolve the Dispute, the Dispute must be resolved using Clauses 39.4 to 39.6.

39.3 Unless the Buyer refers the Dispute to arbitration using Clause 39.5, the Parties irrevocably agree that the courts of England and Wales have the exclusive jurisdiction to:

39.3.1 determine the Dispute;

39.3.2 grant interim remedies; and

39.3.3 grant any other provisional or protective relief.

39.4 The Supplier agrees that the Buyer has the exclusive right to refer any Dispute to be finally resolved by arbitration under the London Court of International Arbitration Rules current at the time of the Dispute. There will be only one arbitrator. The seat or legal place of the arbitration will be London and the proceedings will be in English.

39.5 The Buyer has the right to refer a Dispute to arbitration even if the Supplier has started or has attempted to start court proceedings under Clause 39.4, unless the Buyer has agreed to the court

proceedings or participated in them. Even if court proceedings have started, the Parties must do everything necessary to ensure that the court proceedings are stayed in favour of any arbitration proceedings if they are started under Clause 39.5.

39.6 The Supplier cannot suspend the performance of the Contract during any Dispute.

40. **Which law applies**

This Contract and any issues or Disputes arising out of, or connected to it, are governed by English law.

Schedule 36 (Intellectual Property Rights)

Intellectual Property Rights

Each Party keeps ownership of its own Existing IPR. Neither Party has the right to use the other Party's IPR, including any use of the other Party's names, logos or trademarks, except as expressly granted elsewhere under the Contract or otherwise agreed in writing.

1.1. Except as expressly granted elsewhere under the Contract, neither Party acquires any right, title or interest in or to the IPR owned by the other Party or any third party.

1.2. Licences granted by the Supplier: Supplier Existing IPR

1.2.1. Where the Buyer orders Deliverables which contain or rely upon Supplier Existing IPR, the Supplier hereby grants the Buyer a Supplier Existing IPR Licence on the terms set out in Paragraph 1.3.2.

1.2.2. The Supplier Existing IPR Licence granted by the Supplier to the Buyer is a non-exclusive, perpetual, royalty-free, irrevocable, transferable, worldwide licence to use, change and sub-license any Supplier Existing IPR which is reasonably required by the Buyer to enable it:

1.2.2.1. or any End User to use and receive the Deliverables; or

1.2.2.2. to use, sub-license or commercially exploit (including by publication under Open Licence) the New IPR and New IPR Items,

for any purpose relating to the exercise of the Buyer's (or, if the Buyer is a Public Sector Body, any other Public Sector Body's) business or function.

1.3. Licences granted by the Buyer and New IPR

1.3.1. Any New IPR created under the Contract is owned by the Buyer. The Buyer gives the Supplier a licence to use any Buyer Existing IPR and New IPR for the purpose of fulfilling its obligations during the Contract Period.

1.3.2. Where a Party acquires ownership of IPR incorrectly under this Contract it must do everything reasonably necessary to complete a transfer assigning them in writing to the other Party on request and at its own cost.

1.3.3. Unless otherwise agreed in writing, the Supplier and the Buyer will record any New IPR in the table at Annex 1 to this Schedule 36 and keep this updated throughout the Contract Period.

1.4. Open Licence Publication

1.4.1. Subject to Paragraph 1.5.4, the Supplier agrees that the Buyer may at its sole discretion publish under Open Licence all or part of the New IPR Items.

1.4.2. Subject to Paragraph 1.5.4, the Supplier hereby warrants that the New IPR Items are suitable for release under Open Licence.

1.4.3. The Supplier will supply any or all New IPR Items in a format suitable for publication under Open Licence ("the Open Licence Publication Material") within 30 days of written request from the Buyer ("Buyer Open Licence Request").

1.4.4. The Supplier may within 15 days of a Buyer Open Licence Request under Paragraph 1.5.3 request in writing that the Buyer excludes all or part of:

1.4.4.1. the New IPR; or

1.4.4.2. Supplier Existing IPR or Third Party IPR that would otherwise be included in the Open Licence Publication Material supplied to the Buyer pursuant to Paragraph 1.5.3

from Open Licence publication.

1.4.5. Any decision to Approve any such request from the Supplier pursuant to Paragraph 1.5.4 shall be at the Buyer's sole discretion, not to be unreasonably withheld, delayed or conditioned.

1.4.6. Subject to Clause 15 of the Core Terms, the Buyer will not be liable in the event that any Supplier Existing IPR or Third Party IPR is included in the Open Licence Publication Material published by the Buyer.

1.5. Third Party IPR

1.5.1. The Supplier shall not use in the delivery of the Deliverables any Third Party IPR unless Approval is granted by the Buyer and it has procured that the owner or an authorised licensor of the relevant Third Party IPR has granted a Third Party IPR Licence on the terms set out in Paragraph 1.6.3. If the Supplier cannot obtain for the Buyer a licence on the terms set out in Paragraph 1.6.3 in respect of any Third Party IPR the Supplier shall:

1.5.1.1. notify the Buyer in writing; and

1.5.1.2. use the relevant Third Party IPR only if the Buyer has provided authorisation in writing, with reference to the acts authorised and the specific IPR involved.

1.5.2. In spite of any other provisions of the Contract and for the avoidance of doubt, award of this Contract by the Buyer and the ordering of any Deliverable under it does not constitute an authorisation by the Crown under Sections 55 and 56 of the Patents Act 1977 Section 12 of the Registered Designs Act 1949 or Sections 240 – 243 of the Copyright, Designs and Patents Act 1988.

1.5.3. The Third Party IPR Licence granted to the Buyer shall be a non-exclusive, perpetual, royalty-free, irrevocable, transferable, worldwide licence to use, change and sub-licence any Third Party IPR which is reasonably required by the Buyer to enable it or any End User to receive and use the Deliverables and make use of the deliverables provided by a Replacement Supplier.

1.6. Termination of licences

1.6.1. The Supplier Existing IPR Licence granted pursuant to Paragraph 1.3 and the Third Party IPR Licence granted pursuant to Paragraph 1.6 shall survive the Expiry Date and termination of this Contract.

- 1.6.2. The Supplier shall, if requested by the Buyer in accordance with Schedule 30 (Exit Management) and to the extent reasonably necessary to ensure continuity of service during exit and transition to any Replacement Supplier, grant (or procure the grant) to the Replacement Supplier a licence to use any Supplier Existing IPR or Third Party IPR on terms equivalent to the Supplier Existing IPR Licence or Third Party IPR Licence (as applicable) subject to the Replacement Supplier entering into reasonable confidentiality undertakings with the Supplier.
- 1.6.3. Any licence granted to the Supplier pursuant to Paragraph 1.4 (Licence granted by the Buyer) shall terminate automatically on the Expiry Date and the Supplier shall:
 - 1.6.3.1. immediately cease all use of the Buyer Existing IPR (including the Buyer Data within which the Buyer Existing IPR may subsist);
 - 1.6.3.2. at the discretion of the Buyer, return or destroy documents and other tangible materials that contain any of the Buyer Existing IPR and the Buyer Data, provided that if the Buyer has not made an election within six months of the termination of the licence, the Supplier may destroy the documents and other tangible materials that contain any of the Buyer Existing IPR and the Buyer Data (as the case may be); and
 - 1.6.3.3. ensure, so far as reasonably practicable, that any Buyer Existing IPR and Buyer Data that are held in electronic, digital or other machine-readable form ceases to be readily accessible from any computer, word processor, voicemail system or any other device of the Supplier containing such Buyer Existing IPR or Buyer Data.

Schedule 1 (Definitions)

Definitions

- 1.1 In the Contract, unless the context otherwise requires, capitalised expressions shall have the meanings set out in this Schedule 1 (Definitions) or the relevant Schedule in which that capitalised expression appears.
- 1.2 If a capitalised expression does not have an interpretation in this Schedule or any other Schedule, it shall, in the first instance, be interpreted in accordance with the common interpretation within the relevant market sector/industry where appropriate. Otherwise, it shall be interpreted in accordance with the dictionary meaning.
- 1.3 In the Contract, unless the context otherwise requires:
 - 1.3.1 the singular includes the plural and vice versa;
 - 1.3.2 reference to a gender includes the other gender and the neuter;
 - 1.3.3 references to a person include an individual, company, body corporate, corporation, unincorporated association, firm, partnership or other legal entity or Crown Body;
 - 1.3.4 a reference to any Law includes a reference to that Law as amended, extended, consolidated or re-enacted from time to time;
 - 1.3.5 the words **"including"**, **"other"**, **"in particular"**, **"for example"** and similar words shall not limit the generality of the preceding words and shall be construed as if they were immediately followed by the words **"without limitation"**;
 - 1.3.6 references to **"writing"** include typing, printing, lithography, photography, display on a screen, electronic and facsimile transmission and other modes of representing or reproducing words in a visible form, and expressions referring to writing shall be construed accordingly;
 - 1.3.7 references to **"representations"** shall be construed as references to present facts, to **"warranties"** as references to present and future facts and to **"undertakings"** as references to obligations under the Contract;
 - 1.3.8 references to **"Clauses"** and **"Schedules"** are, unless otherwise provided, references to the clauses and schedules of the Core Terms and references in any Schedule to parts, paragraphs, annexes and tables are, unless otherwise provided, references to the parts, paragraphs, annexes and tables of the Schedule in which these references appear;
 - 1.3.9 references to **"Paragraphs"** are, unless otherwise provided, references to the paragraph of the appropriate Schedules unless otherwise provided; and
 - 1.3.10 references to a series of Clauses or Paragraphs shall be inclusive of the clause numbers specified.
 - 1.3.11 the headings in the Contract are for ease of reference only and shall not affect the interpretation or construction of the Contract; and

1.3.12 where the Buyer is a Crown Body it shall be treated as contracting with the Crown as a whole.

1.3.13 Any reference in this Contract which immediately before IP Completion Day (or such later date when relevant EU law ceases to have effect pursuant to Section 1A of the European Union (Withdrawal) Act 2018) is a reference to (as it has effect from time to time):

(i) any EU regulation, EU decision, EU tertiary legislation or provision of the EEA agreement ("**EU References**") which is to form part of domestic law by application of Section 3 of the European Union (Withdrawal) Act 2018 and which shall be read on and after IP Completion Day as a reference to the EU References as they form part of domestic law by virtue of Section 3 of the European Union (Withdrawal) Act 2018 as modified by domestic law from time to time; and

(ii) any EU institution or EU authority or other such EU body shall be read on and after IP Completion Day as a reference to the UK institution, authority or body to which its functions were transferred.

1.4 In the Contract, unless the context otherwise requires, the following words shall have the following meanings:

"Achieve"	in respect of a Test, to successfully pass such Test without any Test Issues and in respect of a Milestone, the issue of a Satisfaction Certificate in respect of that Milestone and " Achieved ", " Achieving " and " Achievement " shall be construed accordingly;
"Additional FDE Group Member"	means any entity (if any) specified as an Additional FDE Group Member in Part A of Annex 3 of Schedule 24 (Financial Difficulties);
"Affected Party"	the party seeking to claim relief in respect of a Force Majeure Event;
"Affiliates"	in relation to a body corporate, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control of that body corporate from time to time;
"Allowable Assumptions"	means the assumptions (if any) set out in Annex 2 of Schedule 3 (Charges);
"Annex"	extra information which supports a Schedule;
"Approval"	the prior written consent of the Buyer and " Approve " and " Approved " shall be construed accordingly;

"Associates"	means, in relation to an entity, an undertaking in which the entity owns, directly or indirectly, between 20% and 50% of the voting rights and exercises a degree of control sufficient for the undertaking to be treated as an associate under generally accepted accounting principles;
"Audit"	<p>the Buyer's right to:</p> <ul style="list-style-type: none"> (a) verify the integrity and content of any Financial Report; (b) verify the accuracy of the Charges and any other amounts payable by the Buyer under a Contract (including proposed or actual variations to them in accordance with the Contract); (c) verify the costs of the Supplier (including the costs of all Subcontractors and any third party suppliers) in connection with the provision of the Services; (d) verify the Open Book Data; (e) verify the Supplier's and each Subcontractor's compliance with the applicable Law; (f) identify or investigate actual or suspected breach of Clauses 3 to 37 and/or Schedule 26 (Sustainability), impropriety or accounting mistakes or any breach or threatened breach of security and in these circumstances the Buyer shall have no obligation to inform the Supplier of the purpose or objective of its investigations; (g) identify or investigate any circumstances which may impact upon the financial stability of the Supplier, any Guarantor, and/or any Subcontractors or their ability to provide the Deliverables; (h) obtain such information as is necessary to fulfil the Buyer's obligations to supply information for parliamentary, ministerial, judicial or administrative purposes including the supply of information to the Comptroller and Auditor General; (i) review any books of account and the internal contract management accounts kept by the Supplier in connection with the Contract; (j) carry out the Buyer's internal and statutory audits and to prepare, examine and/or certify the Buyer's annual and interim reports and accounts; (k) enable the National Audit Office to carry out an examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Buyer has used its resources;

"Auditor"	<ul style="list-style-type: none"> (a) the Buyer's internal and external auditors; (b) the Buyer's statutory or regulatory auditors; (c) the Comptroller and Auditor General, their staff and/or any appointed representatives of the National Audit Office; (d) HM Treasury or the Cabinet Office; (e) any party formally appointed by the Buyer to carry out audit or similar review functions; and (f) successors or assigns of any of the above;
"Award Form"	the document outlining the Incorporated Terms and crucial information required for the Contract, to be executed by the Supplier and the Buyer;
"Beneficiary"	a Party having (or claiming to have) the benefit of an indemnity under this Contract;
"Buyer"	the public sector purchaser identified as such in the Order Form;
"Buyer Assets"	the Buyer's infrastructure, data, software, materials, assets, equipment or other property owned by and/or licensed or leased to the Buyer and which is or may be used in connection with the provision of the Deliverables which remain the property of the Buyer throughout the term of the Contract;
"Buyer Authorised Representative"	the representative appointed by the Buyer from time to time in relation to the Contract initially identified in the Award Form;
"Buyer Cause"	has the meaning given to it in the Award Form;
"Buyer Data"	<p>means the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, including any Buyer's or End User's Confidential Information, and which:</p> <ul style="list-style-type: none"> (a) are supplied to the Supplier by or on behalf of the Buyer, or End User; or (b) the Supplier is required to generate, process, store or transmit pursuant to this Contract; or (c) any Personal Data for which the Buyer or End User is the Controller;

"Buyer Existing IPR"	means any and all IPR that are owned by or licensed to the Buyer, and where the Buyer is a Central Government Body, any Crown IPR, and which are or have been developed independently of the Contract (whether prior to the Start Date or otherwise)
"Buyer Premises"	premises owned, controlled or occupied by the Buyer which are made available for use by the Supplier or its Subcontractors for the provision of the Deliverables (or any of them);
"Buyer Third Party"	means any supplier to the Buyer (other than the Supplier), which is notified to the Supplier from time to time;
"Buyer's Confidential Information"	<p>(a) all Personal Data and any information, however it is conveyed, that relates to the business, affairs, developments, property rights, trade secrets, Know-How and IPR of the Buyer (including all Buyer Existing IPR and New IPR);</p> <p>(b) any other information clearly designated as being confidential (whether or not it is marked "confidential") or which ought reasonably be considered confidential which comes (or has come) to the Buyer's attention or into the Buyer's possession in connection with the Contract; and</p> <p>information derived from any of the above;</p>
"Central Government Body"	<p>a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics:</p> <p>(a) Government Department;</p> <p>(b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);</p> <p>(c) Non-Ministerial Department; or</p> <p>(d) Executive Agency;</p>
"Change in Law"	any change in Law which impacts on the supply of the Deliverables and performance of the Contract which comes into force after the Start Date;
"Change of Control"	a change of control within the meaning of Section 450 of the Corporation Tax Act 2010;
"Charges"	the prices (exclusive of any applicable VAT), payable to the Supplier by the Buyer under the Contract, as set out in the Award Form, for the full and proper performance by the Supplier of its obligations under the Contract less any Deductions;

"Claim"	any claim which it appears that a Beneficiary is, or may become, entitled to indemnification under this Contract;
"Commercially Sensitive Information"	the Confidential Information listed in the Award Form (if any) comprising of commercially sensitive information relating to the Supplier, its IPR or its business or which the Supplier has indicated to the Buyer that, if disclosed by the Buyer, would cause the Supplier significant commercial disadvantage or material financial loss;
"Comparable Supply"	the supply of Deliverables to another Buyer of the Supplier that are the same or similar to the Deliverables;
"Compliance Officer"	the person(s) appointed by the Supplier who is responsible for ensuring that the Supplier complies with its legal obligations;
"Confidential Information"	means any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, Know-How, personnel and suppliers of the Buyer or the Supplier, including IPRs, together with 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;
"Conflict of Interest"	a conflict between the financial or personal duties of the Supplier or the Supplier Staff and the duties owed to the Buyer under the Contract, in the reasonable opinion of the Buyer;
"Contract"	the contract between the Buyer and the Supplier, which consists of the terms set out and referred to in the Award Form;
"Contract Period"	the term of the Contract from the earlier of the: (a) Start Date; or (b) the Effective Date (c) until the End Date;
"Contract Value"	the higher of the actual or expected total Charges paid or payable under the Contract where all obligations are met by the Supplier;
"Contract Year"	a consecutive period of twelve (12) Months commencing on the Start Date or each anniversary thereof;
"Control"	control in either of the senses defined in sections 450 and 1124 of the Corporation Tax Act 2010 and "Controlled" shall be construed accordingly;

"Controller"	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;
"Core Terms"	the Buyer's terms and conditions which apply to and comprise one part of the Contract set out in the document called "Core Terms";
"Costs"	<p>the following costs (without double recovery) to the extent that they are reasonably and properly incurred by the Supplier in providing the Deliverables:</p> <ul style="list-style-type: none"> (a) the cost to the Supplier or the Key Subcontractor (as the context requires), calculated per Work Day, of engaging the Supplier Staff, including: <ul style="list-style-type: none"> (i) base salary paid to the Supplier Staff; (ii) employer's National Insurance contributions; (iii) pension contributions; (iv) car allowances; (v) any other contractual employment benefits; (vi) staff training; (vii) work place accommodation; (viii) work place IT equipment and tools reasonably necessary to provide the Deliverables (but not including items included within limb (b) below); and (ix) reasonable recruitment costs, as agreed with the Buyer; (b) costs incurred in respect of Supplier Assets which would be treated as capital costs according to generally accepted accounting principles within the UK, which shall include the cost to be charged in respect of Supplier Assets by the Supplier to the Buyer or (to the extent that risk and title in any Supplier Asset is not held by the Supplier) any cost actually incurred by the Supplier in respect of those Supplier Assets; (c) operational costs which are not included within (a) or (b) above, to the extent that such costs are necessary and properly incurred by the Supplier in the provision of the Deliverables; and (d) Reimbursable Expenses to the extent these have been specified as allowable in the Award Form and are incurred in delivering any Deliverables;

	<p>but excluding:</p> <ul style="list-style-type: none"> (e) Overhead; (f) financing or similar costs; (g) maintenance and support costs to the extent that these relate to maintenance and/or support Deliverables provided beyond the Contract Period whether in relation to Supplier Assets or otherwise; (h) taxation; (i) fines and penalties; (j) amounts payable under Schedule 12 (Benchmarking) where such Schedule is used; and (k) non-cash items (including depreciation, amortisation, impairments and movements in provisions);
"Critical Service Level Failure"	has the meaning given to it in the Award Form;
"Crown Body"	the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Government and the National Assembly for Wales), including government ministers and government departments and particular bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;
"Crown IPR"	means any IPR which is owned by or licensed to the Crown, and which are or have been developed independently of the Contract (whether prior to the Start Date or otherwise);
"CRTPA"	the Contract Rights of Third Parties Act 1999;
"Data Protection Impact Assessment"	an assessment by the Controller of the impact of the envisaged Processing on the protection of Personal Data;
"Data Protection Legislation"	(i) the UK GDPR, (ii) the DPA 2018 to the extent that it relates to processing of personal data and privacy; (iii) all applicable Law about the processing of personal data and privacy; and (iv) (to the extent that it applies) the EU GDPR;
"Data Protection Liability Cap"	has the meaning given to it in the Award Form;

"Data Protection Officer"	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;
"Data Subject"	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;
"Data Subject Access Request"	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;
"Deductions"	all Service Credits, Delay Payments (if applicable), or any other deduction which the Buyer is paid or is payable to the Buyer under the Contract;
"Default"	any breach of the obligations of the Supplier (including abandonment of the Contract in breach of its terms) or any other default (including material default), act, omission, negligence or statement of the Supplier, of its Subcontractors or any Supplier Staff howsoever arising in connection with or in relation to the subject-matter of the Contract and in respect of which the Supplier is liable to the Buyer;
"Delay Payments"	the amounts (if any) payable by the Supplier to the Buyer in respect of a delay in respect of a Milestone as specified in the Implementation Plan;
"Deliverables"	Goods and/or Services that may be ordered under the Contract including the Documentation;
"Delivery"	delivery of the relevant Deliverable or Milestone in accordance with the terms of the Contract as confirmed and accepted by the Buyer by the either (a) confirmation in writing to the Supplier; or (b) where Schedule 8 (Implementation Plan and Testing) is used issue by the Buyer of a Satisfaction Certificate. "Deliver" and "Delivered" shall be construed accordingly;
"Dependent Parent Undertaking"	means any Parent Undertaking which provides any of its Subsidiary Undertakings and/or Associates, whether directly or indirectly, with any financial, trading, managerial or other assistance of whatever nature, without which the Supplier would be unable to continue the day to day conduct and operation of its business in the same manner as carried on at the time of entering into this Contract, including for the avoidance of doubt the provision of the Services in accordance with the terms of this Contract;
"Disaster"	the occurrence of one or more events which, either separately or cumulatively, mean that the Deliverables, or a material part thereof

	will be unavailable (or could reasonably be anticipated to be unavailable) for the period specified in the Award Form (for the purposes of this definition the "Disaster Period");
"Disclosing Party"	the Party directly or indirectly providing Confidential Information to the other Party in accordance with Clause 19 (What you must keep confidential);
"Dispute"	any claim, dispute or difference (whether contractual or non-contractual) arising out of or in connection with the Contract or in connection with the negotiation, existence, legal validity, enforceability or termination of the Contract, whether the alleged liability shall arise under English law or under the law of some other country and regardless of whether a particular cause of action may successfully be brought in the English courts;
"Dispute Resolution Procedure"	the dispute resolution procedure set out in Clause 39 (Resolving disputes);
"Documentation"	<p>descriptions of the Services and Service Levels, technical specifications, user manuals, training manuals, operating manuals, process definitions and procedures, system environment descriptions and all such other documentation (whether in hardcopy or electronic form) is required to be supplied by the Supplier to the Buyer under the Contract as:</p> <ul style="list-style-type: none"> (a) would reasonably be required by a competent third party capable of Good Industry Practice contracted by the Buyer to develop, configure, build, deploy, run, maintain, upgrade and test the individual systems that provide the Deliverables (b) is required by the Supplier in order to provide the Deliverables; and/or (c) has been or shall be generated for the purpose of providing the Deliverables;
"DOTAS"	the Disclosure of Tax Avoidance Schemes rules which require a promoter of tax schemes to tell HMRC of any specified notifiable arrangements or proposals and to provide prescribed information on those arrangements or proposals within set time limits as contained in Part 7 of the Finance Act 2004 and in secondary legislation made under vires contained in Part 7 of the Finance Act 2004 and as extended to National Insurance Contributions;
"DPA 2018"	The Data Protection Act 2018
"Due Diligence Information"	any information supplied to the Supplier by or on behalf of the Buyer prior to the Start Date;

"Effective Date"	the date on which the final Party has signed the Contract;
"EIR"	the Environmental Information Regulations 2004;
"Employment Regulations"	the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) as amended or replaced;
"End Date"	the earlier of: (a) the Expiry Date as extended by the Buyer under Clause 14.2; or (b) if the Contract is terminated before the date specified in (a) above, the date of termination of the Contract;
"End User"	means a party that is accessing the Deliverables provided pursuant to this Contract (including the Buyer where it is accessing services on its own account as a user);
"Environmental Policy"	to conserve energy, water, wood, paper and other resources, reduce waste and phase out the use of ozone depleting substances and minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment, including any written environmental policy of the Buyer;
"Equality and Human Rights Commission"	the UK Government body named as such as may be renamed or replaced by an equivalent body from time to time;
"Escalation Meeting"	means a meeting between the Supplier Authorised Representative and the Buyer Authorised Representative to address issues that have arisen during the Rectification Plan Process;
"Estimated Year 1 Charges"	the anticipated total Charges payable by the Buyer in the first Contract Year specified in the Award Form;
"Estimated Yearly Charges"	means for the purposes of calculating each Party's annual liability under Clause 15.1: (a) in the first Contract Year, the Estimated Year 1 Charges; or (b) in any subsequent Contract Years, the Charges paid or payable in the previous Contract Year; or (c) after the end of the Contract, the Charges paid or payable in the last Contract Year during the Contract Period;
"EU"	European Union

"EU GDPR"	Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation) as it has effect in EU law;
"Existing IPR"	any and all IPR that are owned by or licensed to either Party and which are or have been developed independently of the Contract (whether prior to the Start Date or otherwise);
"Exit Plan"	has the meaning given to it in Paragraph 4.1 of Schedule 30 (Exit Plan);
"Expiry Date"	the date of the end of the Contract as stated in the Award Form;
"Extension Period"	such period or periods beyond which the Initial Period may be extended, specified in the Award Form;
"FDE Group"	the Supplier and any Additional FDE Group Member;
"Financial Distress Event"	<p>The occurrence of one or more the following events:</p> <ul style="list-style-type: none"> (a) the credit rating of any FDE Group entity drops below the applicable Credit Rating Threshold of the relevant Rating Agency; (b) any FDE Group entity issues a profits warning to a stock exchange or makes any other public announcement, in each case about a material deterioration in its financial position or prospects; (c) there being a public investigation into improper financial accounting and reporting, suspected fraud or any other impropriety of any FDE Group entity; (d) any FDE Group entity commits a material breach of covenant to its lenders; (e) a Key Subcontractor notifies the Buyer that the Supplier has not paid any material sums properly due under a specified invoice and not subject to a genuine dispute; (f) any FDE Group entity extends the filing period for filing its accounts with the Registrar of Companies so that the filing period ends more than 9 months after its accounting reference date without an explanation to the Buyer which the Buyer (acting reasonably) considers to be adequate; (g) any FDE Group entity is late to file its annual accounts without a public notification or an explanation to the Buyer

	<p>which the Buyer (acting reasonably) considers to be adequate;</p> <p>(h) the directors and/or external auditors of any FDE Group entity conclude that a material uncertainty exists in relation to that FDE Group entity's going concern in the annual report including in a reasonable but plausible downside scenario. This includes, but is not limited to, commentary about liquidity and trading prospects in the reports from directors or external auditors;</p> <p>(i) any of the following:</p> <ul style="list-style-type: none"> (i) any FDE Group entity makes a public announcement which contains commentary with regards to that FDE Group entity's liquidity and trading and trading prospects, such as but not limited to, a profit warning or ability to trade as a going concern; (ii) commencement of any litigation against any FDE Group entity with respect to financial indebtedness greater than £5m or obligations under a service contract with a total contract value greater than £5m; (iii) non-payment by any FDE Group entity of any financial indebtedness; (iv) any financial indebtedness of any FDE Group entity becoming due as a result of an event of default; (v) the cancellation or suspension of any financial indebtedness in respect of any FDE Group entity; or (vi) an external auditor of any FDE Group entity expressing a qualified opinion on, or including an emphasis of matter in, its opinion on the statutory accounts of that FDE Group entity, in each case which the Buyer reasonably believes (or would be likely reasonably to believe) could directly impact on the continued provision of the Deliverables in accordance with the Contract; or <p>(j) any of the Financial Indicators set out in Part C of Annex 2 of Schedule 24 for any of the FDE Group entities failing to meet the required Financial Target Threshold.</p>
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"Financial Report"	<p>a report provided by the Supplier to the Buyer that:</p> <ul style="list-style-type: none"> (a) to the extent permitted by Law, provides a true and fair reflection of the Costs and Supplier Profit Margin forecast by the Supplier; (b) to the extent permitted by Law, provides detail a true and fair reflection of the costs and expenses to be incurred by Key Subcontractors (as requested by the Buyer); (c) is in the same software package (Microsoft Excel or Microsoft Word), layout and format as the blank templates which have been issued by the Buyer to the Supplier on or before the Start Date for the purposes of this Contract; and (d) is certified by the Supplier's Chief Financial Officer or Director of Finance;
"Financial Transparency Objectives"	<p>means:</p> <ul style="list-style-type: none"> (a) the Buyer having a clear analysis of the Costs, Overhead recoveries (where relevant), time spent by Supplier Staff in providing the Services and the Supplier Profit Margin so that it can understand any payment sought by the Supplier; (b) the Parties being able to understand Cost forecasts and to have confidence that these are based on justifiable numbers and appropriate forecasting techniques; (c) the Parties being able to understand the quantitative impact of any Variations that affect ongoing Costs and identifying how these could be mitigated and/or reflected in the Charges; (d) the Parties being able to review, address issues with and re-forecast progress in relation to the provision of the Services; (e) the Parties challenging each other with ideas for efficiency and improvements; and (f) enabling the Buyer to demonstrate that it is achieving value for money for the tax payer relative to current market prices;
"FOIA"	<p>the Freedom of Information Act 2000 and any subordinate legislation made under that Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation;</p>
"Force Majeure Event"	<p>any event, circumstance, matter or cause affecting the performance by either the Buyer or the Supplier of its obligations arising from:</p>

	<p>(a) acts, events, omissions, happenings or non-happenings beyond the reasonable control of the Affected Party which prevent or materially delay the Affected Party from performing its obligations under a Contract;</p> <p>(b) riots, civil commotion, war or armed conflict, acts of terrorism, nuclear, biological or chemical warfare;</p> <p>(c) acts of a Crown Body, local government or regulatory bodies;</p> <p>(d) fire, flood or any disaster; or</p> <p>(e) an industrial dispute affecting a third party for which a substitute third party is not reasonably available but excluding:</p> <p>(x) any industrial dispute relating to the Supplier, the Supplier Staff (including any subsets of them) or any other failure in the Supplier or the Subcontractor's supply chain;</p> <p>(xi) any event, occurrence, circumstance, matter or cause which is attributable to the wilful act, neglect or failure to take reasonable precautions against it by the Party concerned; and</p> <p>(xii) any failure of delay caused by a lack of funds,</p> <p>and which is not attributable to any wilful act, neglect or failure to take reasonable preventative action by that Party;</p>
"Force Majeure Notice"	a written notice served by the Affected Party on the other Party stating that the Affected Party believes that there is a Force Majeure Event;
"General Anti-Abuse Rule"	<p>(a) the legislation in Part 5 of the Finance Act 2013 and; and</p> <p>(b) any future legislation introduced into parliament to counteract tax advantages arising from abusive arrangements to avoid National Insurance contributions;</p>
"General Change in Law"	a Change in Law where the change is of a general legislative nature (including taxation or duties of any sort affecting the Supplier) or which affects or relates to a Comparable Supply;
"Goods"	goods made available by the Supplier as specified in Schedule 2 (Specification) and in relation to a Contract as specified in the Award Form;

"Good Industry Practice"	standards, practices, methods and procedures conforming to the Law and the exercise of the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged within the relevant industry or business sector;
"Government"	the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Government and the National Assembly for Wales), including government ministers and government departments and other bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;
"Government Data"	the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, including any of the Buyer's Confidential Information, and which: (a) are supplied to the Supplier by or on behalf of the Buyer; or (b) the Supplier is required to generate, process, store or transmit pursuant to the Contract;
"Government Procurement Card"	the Government's preferred method of purchasing and payment for low value goods or services https://www.gov.uk/government/publications/government-procurement-card--2 ;
"Guarantor"	the person (if any) who has entered into a guarantee in the form set out in Schedule 23 (Guarantee) in relation to this Contract;
"Halifax Abuse Principle"	the principle explained in the CJEU Case C-255/02 Halifax and others;
"HMRC"	Her Majesty's Revenue and Customs;
"ICT Policy"	the Buyer's policy in respect of information and communications technology, referred to in the Award Form, which is in force as at the Start Date (a copy of which has been supplied to the Supplier), as updated from time to time in accordance with the Variation Procedure;
"Impact Assessment"	an assessment of the impact of a Variation request by the Buyer completed in good faith, including: (a) details of the impact of the proposed Variation on the Deliverables and the Supplier's ability to meet its other obligations under the Contract; (b) details of the cost of implementing the proposed Variation;

	<p>(c) details of the ongoing costs required by the proposed Variation when implemented, including any increase or decrease in the Charges (as applicable), any alteration in the resources and/or expenditure required by either Party and any alteration to the working practices of either Party;</p> <p>(d) a timetable for the implementation, together with any proposals for the testing of the Variation; and</p> <p>(e) such other information as the Buyer may reasonably request in (or in response to) the Variation request;</p>
"Implementation Plan"	the plan for provision of the Deliverables set out in Schedule 8 (Implementation Plan and Testing) where that Schedule is used or otherwise as agreed between the Supplier and the Buyer;
"Incorporated Terms"	the contractual terms applicable to the Contract specified in the Award Form;
"Indemnifier"	a Party from whom an indemnity is sought under this Contract;
"Independent Controller"	a party which is Controller of the same Personal Data as the other Party and there is no element of joint control with regards to that Personal Data;
"Indexation"	the adjustment of an amount or sum in accordance with the Award Form;
"Information"	has the meaning given under section 84 of the Freedom of Information Act 2000;
"Information Commissioner"	the UK's independent authority which deals with ensuring information relating to rights in the public interest and data privacy for individuals is met, whilst promoting openness by public bodies;
"Initial Period"	the initial term of the Contract specified in the Award Form;
"Insolvency Event"	<p>with respect to any person, means:</p> <p>(a) that person suspends, or threatens to suspend, payment of its debts, or is unable to pay its debts as they fall due or admits inability to pay its debts, or:</p> <p>(i) (being a company or an LLP) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or</p>

	<p>(ii) (being a partnership) is deemed unable to pay its debts within the meaning of section 222 of the Insolvency Act 1986;</p> <p>(b) that person commences negotiations with one or more of its creditors (using a voluntary arrangement, scheme of arrangement or otherwise) with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with one or more of its creditors or takes any step to obtain a moratorium pursuant to Section 1A and Schedule A1 of the Insolvency Act 1986 other than (in the case of a company, an LLP or a partnership) for the sole purpose of a scheme for a solvent amalgamation of that person with one or more other companies or the solvent reconstruction of that person;</p> <p>(c) another person becomes entitled to appoint a receiver over the assets of that person or a receiver is appointed over the assets of that person;</p> <p>(d) a creditor or encumbrancer of that person attaches or takes possession of, or a distress, execution or other such process is levied or enforced on or sued against, the whole or any part of that person's assets and such attachment or process is not discharged within fourteen (14) days;</p> <p>(e) that person suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business;</p> <p>(f) where that person is a company, an LLP or a partnership:</p> <p>(i) a petition is presented (which is not dismissed within fourteen (14) days of its service), a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that person other than for the sole purpose of a scheme for a solvent amalgamation of that person with one or more other companies or the solvent reconstruction of that person;</p> <p>(ii) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is filed at Court or given or if an administrator is appointed, over that person;</p> <p>(iii) (being a company or an LLP) the holder of a qualifying floating charge over the assets of that person has</p>
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	<p>become entitled to appoint or has appointed an administrative receiver; or</p> <p>(iv) (being a partnership) the holder of an agricultural floating charge over the assets of that person has become entitled to appoint or has appointed an agricultural receiver; or</p> <p>(a) any event occurs, or proceeding is taken, with respect to that person in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned above;</p>
"Installation Works"	all works which the Supplier is to carry out at the beginning of the Contract Period to install the Goods in accordance with the Contract;
"Intellectual Property Rights" or "IPR"	<p>(a) copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in internet domain names and website addresses and other rights in trade or business names, goodwill, designs, Know-How, trade secrets and other rights in Confidential Information;</p> <p>(b) applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction; and</p> <p>(c) all other rights having equivalent or similar effect in any country or jurisdiction;</p>
"Invoicing Address"	the address to which the Supplier shall Invoice the Buyer as specified in the Award Form;
"IP Completion Day"	has the meaning given to it in the European Union (Withdrawal Agreement) Act 2020;
"IPR Claim"	any claim of infringement or alleged infringement (including the defence of such infringement or alleged infringement) of any IPR, used to provide the Deliverables or otherwise provided and/or licensed by the Supplier (or to which the Supplier has provided access) to the Buyer in the fulfilment of its obligations under the Contract;
"IR35"	the off-payroll rules requiring individuals who work through their company pay the same tax and National Insurance contributions

	as an employee which can be found online at: https://www.gov.uk/guidance/ir35-find-out-if-it-applies ;
"Joint Controller Agreement"	the agreement (if any) entered into between the Buyer and the Supplier substantially in the form set out in Annex 2 of Schedule 20 (Processing Data);
"Joint Control"	where two or more Controllers jointly determine the purposes and means of Processing;
"Joint Controllers"	where two or more Controllers jointly determine the purposes and means of Processing;
"Key Staff"	the persons who the Supplier shall appoint to fill key roles in connection with the Services as listed in Annex 1 of Schedule 29 (Key Supplier Staff);
"Key Sub-Contract"	each Sub-Contract with a Key Subcontractor;
"Key Subcontractor"	<p>any Subcontractor:</p> <ul style="list-style-type: none"> (a) which is relied upon to deliver any work package within the Deliverables in their entirety; and/or (b) which, in the opinion of the Buyer performs (or would perform if appointed) a critical role in the provision of all or any part of the Deliverables; and/or (c) with a Sub-Contract with the Contract value which at the time of appointment exceeds (or would exceed if appointed) 10% of the aggregate Charges forecast to be payable under the Contract, <p>and the Supplier shall list all such Key Subcontractors in section 29 of the Award Form;</p>
"Know-How"	all ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know-how relating to the Deliverables but excluding know-how already in the other Party's possession before the Start Date;
"Law"	any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, right within the meaning of the European Union (Withdrawal) Act 2018 as amended by European Union (Withdrawal Agreement) Act 2020, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body with which the Supplier is bound to comply;

"Law Enforcement Processing"	processing under Part 3 of the DPA 2018;
"Losses"	all losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise and "Loss" shall be interpreted accordingly;
"Marketing Contact"	shall be the person identified in the Award Form;
"Milestone"	an event or task described in the Implementation Plan;
"Milestone Date"	the target date set out against the relevant Milestone in the Implementation Plan by which the Milestone must be Achieved;
"Month"	a calendar month and "Monthly" shall be interpreted accordingly;
"National Insurance"	contributions required by the Social Security Contributions and Benefits Act 1992 and made in accordance with the Social Security (Contributions) Regulations 2001 (SI 2001/1004);
"New IPR"	<p>(a) IPR in items created by the Supplier (or by a third party on behalf of the Supplier) specifically for the purposes of the Contract and updates and amendments of these items including database schema; and/or</p> <p>(b) IPR in or arising as a result of the performance of the Supplier's obligations under the Contract and all updates and amendments to the same;</p> <p>but shall not include the Supplier's Existing IPR. Unless otherwise agreed in writing, any New IPR should be recorded in Schedule 36 and updated regularly;</p>
"New IPR Item"	means a deliverable, document, product or other item within which New IPR subsists;
"Notifiable Default"	<p>means:</p> <p>(a) the Supplier commits a material Default; and/or</p> <p>(b) the performance of the Supplier is likely to cause or causes a Critical Service Level Failure;</p>

<p>"Occasion of Tax Non – Compliance"</p>	<p>where:</p> <ul style="list-style-type: none"> (a) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 which is found on or after 1 April 2013 to be incorrect as a result of: <ul style="list-style-type: none"> (xiii) a Relevant Tax Authority successfully challenging the Supplier under the General Anti-Abuse Rule or the Halifax Abuse Principle or under any tax rules or legislation in any jurisdiction that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle; (xiv) the failure of an avoidance scheme which the Supplier was involved in, and which was, or should have been, notified to a Relevant Tax Authority under the DOTAS or any equivalent or similar regime in any jurisdiction; and/or (b) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 which gives rise, on or after 1 April 2013, to a criminal conviction in any jurisdiction for tax related offences which is not spent at the Start Date or to a civil penalty for fraud or evasion;
<p>"Open Book Data"</p>	<p>complete and accurate financial and non-financial information which is sufficient to enable the Buyer to verify the Charges already paid or payable and Charges forecast to be paid during the remainder of the Contract, including details and all assumptions relating to:</p> <ul style="list-style-type: none"> (a) the Supplier's Costs broken down against each Good and/or Service and/or Deliverable, including actual capital expenditure (including capital replacement costs) and the unit cost and total actual costs of all Deliverables; (b) operating expenditure relating to the provision of the Deliverables including an analysis showing: <ul style="list-style-type: none"> (xv) the unit costs and quantity of Goods and any other consumables and bought-in Deliverables; (xvi) manpower resources broken down into the number and grade/role of all Supplier Staff (free of any contingency) together with a list of agreed rates against each manpower grade; (xvii) a list of Costs underpinning those rates for each manpower grade, being the agreed rate less the Supplier Profit Margin; and

	<p>(xviii) Reimbursable Expenses, if allowed under the Award Form;</p> <p>(c) Overheads;</p> <p>(d) all interest, expenses and any other third party financing costs incurred in relation to the provision of the Deliverables;</p> <p>(e) the Supplier Profit achieved over the Contract Period and on an annual basis;</p> <p>(f) confirmation that all methods of Cost apportionment and Overhead allocation are consistent with and not more onerous than such methods applied generally by the Supplier;</p> <p>(g) an explanation of the type and value of risk and contingencies associated with the provision of the Deliverables, including the amount of money attributed to each risk and/or contingency; and</p> <p>(h) the actual Costs profile for each Service Period;</p>
"Open Licence"	<p>means any material that is published for use, with rights to access and modify, by any person for free, under a generally recognised open licence including Open Government Licence as set out at http://www.nationalarchives.gov.uk/doc/open-government-licence/version/3/ and the Open Standards Principles documented at https://www.gov.uk/government/publications/open-standards-principles/open-standards-principles;</p>
"Open Licence Publication Material"	<p>means items created pursuant to the Contract which the Buyer may wish to publish as Open Licence which are supplied in a format suitable for publication under Open Licence;</p>
"Overhead"	<p>those amounts which are intended to recover a proportion of the Supplier's or the Key Subcontractor's (as the context requires) indirect corporate costs (including financing, marketing, advertising, research and development and insurance costs and any fines or penalties) but excluding allowable indirect costs apportioned to facilities and administration in the provision of Supplier Staff and accordingly included within limb (a) of the definition of "Costs";</p>
"Parent Undertaking"	<p>has the meaning set out in section 1162 of the Companies Act 2006;</p>
"Parliament"	<p>takes its natural meaning as interpreted by Law;</p>
"Party"	<p>the Buyer or the Supplier and "Parties" shall mean both of them where the context permits;</p>

"Personal Data"	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;
"Personal Data Breach"	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;
"Prescribed Person"	a legal adviser, an MP or an appropriate body which a whistle-blower may make a disclosure to as detailed in 'Whistleblowing: list of prescribed people and bodies', 24 November 2016, available online at: https://www.gov.uk/government/publications/blowing-the-whistle-list-of-prescribed-people-and-bodies--2/whistleblowing-list-of-prescribed-people-and-bodies ;
"Processing"	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;
"Processor"	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;
"Processor Personnel"	all directors, officers, employees, agents, consultants and suppliers of the Processor and/or of any Subprocessor engaged in the performance of its obligations under the Contract;
"Progress Meeting"	a meeting between the Buyer Authorised Representative and the Supplier Authorised Representative;
"Progress Report"	a report provided by the Supplier indicating the steps taken to achieve Milestones or delivery dates;
"Prohibited Acts"	<ul style="list-style-type: none"> (a) to directly or indirectly offer, promise or give any person working for or engaged by the Buyer or any other public body a financial or other advantage to: <ul style="list-style-type: none"> (xix) induce that person to perform improperly a relevant function or activity; or (xx) reward that person for improper performance of a relevant function or activity; (b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with the Contract; or (c) committing any offence: <ul style="list-style-type: none"> (xxi) under the Bribery Act 2010 (or any legislation repealed or revoked by such Act); or (xxii) under legislation or common law concerning fraudulent acts; or

	<p>(xxiii) defrauding, attempting to defraud or conspiring to defraud the Buyer or other public body; or</p> <p>(d) any activity, practice or conduct which would constitute one of the offences listed under (c) above if such activity, practice or conduct had been carried out in the UK;</p>
"Protective Measures"	<p>technical and organisational measures which must take account of:</p> <ul style="list-style-type: none"> (a) the nature of the data to be protected (b) harm that might result from Data Loss Event; (c) state of technological development (d) the cost of implementing any measures <p>including 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;</p>
"Public Sector Body "	means a formally established organisation that is (at least in part) publicly funded to deliver a public or government service;
"Recall"	a request by the Supplier to return Goods to the Supplier or the manufacturer after the discovery of safety issues or defects (including defects in the IPR rights) that might endanger health or hinder performance;
"Recipient Party"	the Party which receives or obtains directly or indirectly Confidential Information;
"Rectification Plan"	<p>the Supplier's plan (or revised plan) to rectify its breach using the template in Schedule 25 (Rectification Plan) which shall include:</p> <ul style="list-style-type: none"> (a) full details of the Notifiable Default that has occurred, including a root cause analysis; (b) the actual or anticipated effect of the Notifiable Default; and (c) the steps which the Supplier proposes to take to rectify the Notifiable Default (if applicable) and to prevent such Notifiable Default from recurring, including timescales for such steps and for the rectification of the Notifiable Default (where applicable);

"Rectification Plan Process"	the process set out in Clause 11;
"Regulations"	the Public Contracts Regulations 2015 and/or the Public Contracts (Scotland) Regulations 2015 (as the context requires);
"Reimbursable Expenses"	<p>the reasonable out of pocket travel and subsistence (for example, hotel and food) expenses, properly and necessarily incurred in the performance of the Services, calculated at the rates and in accordance with the Buyer's expenses policy current from time to time, but not including:</p> <ul style="list-style-type: none"> (a) travel expenses incurred as a result of Supplier Staff travelling to and from their usual place of work, or to and from the premises at which the Services are principally to be performed, unless the Buyer otherwise agrees in advance in writing; and (b) subsistence expenses incurred by Supplier Staff whilst performing the Services at their usual place of work, or to and from the premises at which the Services are principally to be performed;
"Relevant Requirements"	all applicable Law relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State pursuant to section 9 of the Bribery Act 2010;
"Relevant Tax Authority"	HMRC, or, if applicable, the tax authority in the jurisdiction in which the Supplier is established;
"Reminder Notice"	a notice sent in accordance with Clause 14.6.1 given by the Supplier to the Buyer providing notification that payment has not been received on time;
"Replacement Deliverables"	any deliverables which are substantially similar to any of the Deliverables and which the Buyer receives in substitution for any of the Deliverables, whether those goods are provided by the Buyer internally and/or by any third party;
"Replacement Supplier"	any third party provider of Replacement Deliverables appointed by or at the direction of the Buyer from time to time or where the Buyer is providing Replacement Deliverables for its own account, shall also include the Buyer;
"Request For Information"	a request for information or an apparent request relating to the Contract for the provision of the Deliverables or an apparent request for such information under the FOIA or the EIRs;

"Required Action"	means the action the Buyer will take and what Deliverables it will control during the Step-In Process;
"Required Insurances"	the insurances required by Schedule 22 (Insurance Requirements);
"Satisfaction Certificate"	the certificate (materially in the form of the document contained in Annex 2 of Part B of Schedule 8 (Implementation Plan and Testing) or as agreed by the Parties where Schedule 8 is not used in this Contract) granted by the Buyer when the Supplier has Achieved a Milestone or a Test;
"Schedules"	any attachment to the Contract which contains important information specific to each aspect of buying and selling;
"Security Management Plan"	the Supplier's security management plan prepared pursuant to Schedule 16 (Security) (if applicable);
"Security Policy"	the Buyer's security policy, referred to in the Award Form, in force as at the Start Date (a copy of which has been supplied to the Supplier), as updated from time to time and notified to the Supplier;
"Serious Fraud Office"	the UK Government body named as such as may be renamed or replaced by an equivalent body from time to time;
"Service Credits"	any service credits specified in the Annex to Part A of Schedule 10 (Service Levels) being payable by the Supplier to the Buyer in respect of any failure by the Supplier to meet one or more Service Levels;
"Service Levels"	any service levels applicable to the provision of the Deliverables under the Contract (which, where Schedule 10 (Service Levels) is used in this Contract, are specified in the Annex to Part A of such Schedule);
"Service Period"	has the meaning given to it in the Award Form;
"Services"	services made available by the Supplier as specified in Schedule 2 (Specification) and in relation to a Contract as specified in the Award Form;
"Sites"	any premises (including the Buyer Premises, the Supplier's premises or third party premises) from, to or at which: (a) the Deliverables are (or are to be) provided; or

	<p>(b) the Supplier manages, organises or otherwise directs the provision or the use of the Deliverables;</p> <p>(c) those premises at which any Supplier Equipment or any part of the Supplier System is located (where ICT Services are being provided)</p>
"SME"	an enterprise falling within the category of micro, small and medium sized enterprises defined by the Commission Recommendation of 6 May 2003 concerning the definition of micro, small and medium enterprises;
"Social Value"	the additional social benefits that can be achieved in the delivery of the Contract set out in Schedule 2 (Specification) and either (i) Schedule 10 (Service Levels) (where used) or (ii) Part C of Schedule 26 (Sustainability) (where Schedule 10 (Service Levels) is not used)
"Social Value KPIs"	the Social Value priorities set out in Schedule 2 (Specification) and either (i) Schedule 10 (Service Levels) (where used) or (ii) Part C of Schedule 26 (Sustainability) (where Schedule 10 (Service Levels) is not used)
"Social Value Report"	the report the Supplier is required to provide to the Buyer pursuant to Paragraph 1 of Part C of Schedule 26 (Sustainability) where Schedule 10 (Service Levels) is not used
"Special Terms"	any additional terms and conditions set out in the Award Form incorporated into the Contract;
"Special IPR Terms"	any additional terms and conditions relating to IPR set out in the Award Form incorporated into the Contract;
"Specific Change in Law"	a Change in Law that relates specifically to the business of the Buyer and which would not affect a Comparable Supply where the effect of that Specific Change in Law on the Deliverables is not reasonably foreseeable at the Start Date;
"Specification"	the specification set out in Schedule 2 (Specification), as may, in relation to the Contract, be supplemented by the Award Form;
"Standards"	<p>any:</p> <p>(a) standards published by BSI British Standards, the National Standards Body of the United Kingdom, the International Organisation for Standardisation or other reputable or equivalent bodies (and their successor bodies) that a skilled and experienced operator in the same type of industry or</p>

	<p>business sector as the Supplier would reasonably and ordinarily be expected to comply with;</p> <p>(b) standards detailed in the specification in Schedule 2 (Specification);</p> <p>(c) standards detailed by the Buyer in the Award Form or agreed between the Parties from time to time;</p> <p>(d) relevant Government codes of practice and guidance applicable from time to time;</p>
"Start Date"	the date specified on the Award Form;
"Step-In Process"	the process set out in Clause 13;
"Step-In Trigger Event"	<p>means:</p> <p>(a) the Supplier's level of performance constituting a Critical Service Level Failure;</p> <p>(b) the Supplier committing a material Default which is irremediable;</p> <p>(c) where a right of termination is expressly reserved in this Contract;</p> <p>(d) an Insolvency Event occurring in respect of the Supplier or any Guarantor required under the Award Form;</p> <p>(e) a Default by the Supplier that is materially preventing or materially delaying the provision of the Deliverables or any material part of them;</p> <p>(f) the Buyer considers that the circumstances constitute an emergency despite the Supplier not being in breach of its obligations under this agreement;</p> <p>(g) the Buyer being advised by a regulatory body that the exercise by the Buyer of its rights under Clause 13 is necessary;</p> <p>(h) the existence of a serious risk to the health or safety of persons, property or the environment in connection with the Deliverables; and/or</p> <p>(i) a need by the Buyer to take action to discharge a statutory duty;</p>
"Step-Out Plan"	means the Supplier's plan that sets out how the Supplier will resume the provision of the Deliverables and perform all its obligations under the Contract following the completion of the Step-In Process;

"Storage Media"	the part of any device that is capable of storing and retrieving data;
"Sub-Contract"	any contract or agreement (or proposed contract or agreement), other than the Contract, pursuant to which a third party: <ul style="list-style-type: none"> (a) provides the Deliverables (or any part of them); (b) provides facilities or services necessary for the provision of the Deliverables (or any part of them); and/or (c) is responsible for the management, direction or control of the provision of the Deliverables (or any part of them);
"Subcontractor"	any person other than the Supplier, who is a party to a Sub-Contract and the servants or agents of that person;
"Subprocessor"	any third Party appointed to process Personal Data on behalf of the Supplier related to the Contract;
"Subsidiary Undertaking"	has the meaning set out in section 1162 of the Companies Act 2006;
"Supplier"	the person, firm or company identified in the Award Form;
"Supplier Assets"	all assets and rights used by the Supplier to provide the Deliverables in accordance with the Contract but excluding the Buyer Assets;
"Supplier Authorised Representative"	the representative appointed by the Supplier named in the Award Form, or later defined in a Contract;
"Supplier Equipment"	the Supplier's hardware, computer and telecoms devices, equipment, plant, materials and such other items supplied and used by the Supplier (but not hired, leased or loaned from the Buyer) in the performance of its obligations under this Contract;
"Supplier Existing IPR"	any and all IPR that are owned by or licensed to the Supplier and which are or have been developed independently of the Contract (whether prior to the Start Date or otherwise)
"Supplier Existing IPR Licence"	means a licence to be offered by the Supplier to the Supplier Existing IPR as set out in Para 1.3 of Schedule 36.
"Supplier Group"	means the Supplier, its Dependent Parent Undertakings and all Subsidiary Undertakings and Associates of such Dependent Parent Undertakings;

"Supplier Non-Performance"	<p>where the Supplier has failed to:</p> <ul style="list-style-type: none"> (a) Achieve a Milestone by its Milestone Date; (b) provide the Goods and/or Services in accordance with the Service Levels ; and/or (c) comply with an obligation under the Contract;
"Supplier Profit"	in relation to a period, the difference between the total Charges (in nominal cash flow terms but excluding any Deductions and total Costs (in nominal cash flow terms) in respect of the Contract for the relevant period;
"Supplier Profit Margin"	in relation to a period or a Milestone (as the context requires), the Supplier Profit for the relevant period or in relation to the relevant Milestone divided by the total Charges over the same period or in relation to the relevant Milestone and expressed as a percentage;
"Supplier Staff"	all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any Subcontractor engaged in the performance of the Supplier's obligations under the Contract;
"Supplier's Confidential Information"	<ul style="list-style-type: none"> (a) any information, however it is conveyed, that relates to the business, affairs, developments, IPR of the Supplier (including the Supplier Existing IPR) trade secrets, Know-How, and/or personnel of the Supplier; (b) 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 and which comes (or has come) to the Supplier's attention or into the Supplier's possession in connection with the Contract; <p>Information derived from any of (a) and (b) above;</p>
"Supplier's Contract Manager"	the person identified in the Award Form appointed by the Supplier to oversee the operation of the Contract and any alternative person whom the Supplier intends to appoint to the role, provided that the Supplier informs the Buyer prior to the appointment;
"Supply Chain Information Report Template"	the document at Annex 1 of Schedule 18 (Supply Chain Visibility);
"Supporting Documentation"	sufficient information in writing to enable the Buyer to reasonably assess whether the Charges, Reimbursable Expenses and other sums due from the Buyer under the Contract detailed in the information are properly payable;

"Tender Response"	the tender submitted by the Supplier to the Buyer and annexed to or referred to in Schedule 4 (Tender);
"Termination Assistance"	the activities to be performed by the Supplier pursuant to the Exit Plan, and other assistance required by the Buyer pursuant to the Termination Assistance Notice;
"Termination Assistance Notice"	has the meaning given to it in Paragraph 5.1 of Schedule 30 (Exit Management);
"Termination Notice"	a written notice of termination given by one Party to the other, notifying the Party receiving the notice of the intention of the Party giving the notice to terminate the Contract on a specified date and setting out the grounds for termination;
"Test Issue"	any variance or non-conformity of the Deliverables or Deliverables from their requirements as set out in the Contract;
"Test Plan"	a plan: (a) for the Testing of the Deliverables; and (b) setting out other agreed criteria related to the achievement of Milestones;
"Tests and Testing"	any tests required to be carried out pursuant to the Contract as set out in the Test Plan or elsewhere in the Contract and "Tested" shall be construed accordingly;
"Third Party IPR"	Intellectual Property Rights owned by a third party which is or will be used by the Supplier for the purpose of providing the Deliverables;
"Third Party IPR Licence"	means a licence to the Third Party IPR as set out in Paragraph 1.6 of Schedule 36
"Transparency Information"	the Transparency Reports and the content of the Contract, including any changes to this Contract agreed from time to time, except for – (a) any information which is exempt from disclosure in accordance with the provisions of the FOIA, which shall be determined by the Buyer; and (b) Commercially Sensitive Information;
"Transparency Reports"	the information relating to the Deliverables and performance pursuant to the Contract which the Supplier is required to provide

	to the Buyer in accordance with the reporting requirements in Schedule 6 (Transparency Reports);
"UK GDPR"	Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (United Kingdom General Data Protection Regulation), as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018, together with the Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019
"Variation"	means a variation to the Contract;
"Variation Form"	the form set out in Schedule 21 (Variation Form);
"Variation Procedure"	the procedure set out in Clause 28 (Changing the contract);
"VAT"	value added tax in accordance with the provisions of the Value Added Tax Act 1994;
"VCSE"	a non-governmental organisation that is value-driven and which principally reinvests its surpluses to further social, environmental or cultural objectives;
"Verification Period"	has the meaning given to it in the table in Annex 2 of Schedule 3 (Charges);
"Work Day"	7.5 Work Hours, whether or not such hours are worked consecutively and whether or not they are worked on the same day;
"Work Hours"	the hours spent by the Supplier Staff properly working on the provision of the Deliverables including time spent travelling (other than to and from the Supplier's offices, or to and from the Sites) but excluding lunch breaks;
"Worker"	any one of the Supplier Staff which the Buyer, in its reasonable opinion, considers is an individual to which Procurement Policy Note 08/15 (Tax Arrangements of Public Appointees) (https://www.gov.uk/government/publications/procurement-policy-note-0815-tax-arrangements-of-appointees) applies in respect of the Deliverables; and

"Working Day"	any day other than a Saturday or Sunday or public holiday in England and Wales unless specified otherwise by the Parties in the Award Form.
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Schedule 6 (Transparency Reports)

Not used

Schedule 20 (Processing Data)

1. Status of the Controller

1.1 The Parties acknowledge that for the purposes of the Data Protection Legislation, the nature of the activity carried out by each of them in relation to their respective obligations under a Contract dictates the status of each party under the DPA 2018. A Party may act as:

- 1.1.1 "Controller" in respect of the other Party who is "Processor";
- 1.1.2 "Processor" in respect of the other Party who is "Controller";
- 1.1.3 "Joint Controller" with the other Party;
- 1.1.4 "Independent Controller" of the Personal Data where the other Party is also "Controller",

in respect of certain Personal Data under a Contract and shall specify in Annex 1 (Processing Personal Data) which scenario they think shall apply in each situation.

2. Where one Party is Controller and the other Party its Processor

- 2.1 Where a Party is a Processor, the only Processing that it is authorised to do is listed in Annex 1 (Processing Personal Data) by the Controller.
- 2.2 The Processor shall notify the Controller immediately if it considers that any of the Controller's instructions infringe the Data Protection Legislation.
- 2.3 The Processor shall provide all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment prior to commencing any Processing. Such assistance may, at the discretion of the Controller, include:

2.3.1 a systematic description of the envisaged Processing and the purpose of the Processing;

2.3.2 an assessment of the necessity and proportionality of the Processing in relation to the Services;

2.3.3 an assessment of the risks to the rights and freedoms of Data Subjects; and

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

2.4 The Processor shall, in relation to any Personal Data Processed in connection with its obligations under the Contract:

2.4.1 Process that Personal Data only in accordance with Annex 1 (Processing Personal Data), unless the Processor is required to do otherwise by Law. If it is so required the Processor shall notify the Controller before Processing the Personal Data unless prohibited by Law;

2.4.2 ensure that it has in place Protective Measures, including in the case of the Supplier the measures set out in Clause 18.4 of the Core Terms, 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:

- a) nature of the data to be protected;
- b) harm that might result from a Personal Data Breach;
- c) state of technological development; and
- d) cost of implementing any measures;

2.4.3 ensure that:

- a) the Processor Personnel do not Process Personal Data except in accordance with the Contract (and in particular Annex 1 (Processing Personal Data));
- b) it uses all reasonable endeavours to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:
 - (i) are aware of and comply with the Processor's duties under this Schedule 20, Clauses 18 (Data protection), 19 (What you must keep confidential) and 20 (When you can share information);
 - (ii) are subject to appropriate confidentiality undertakings with the Processor or any Subprocessor;

- (ii) 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 the Contract; and
- (v) have undergone adequate training in the use, care, protection and handling of Personal Data;

2.4.4 not transfer Personal Data outside of the UK unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:

- a) the transfer is in accordance with Article 45 of the UK GDPR (or section 73 of DPA 2018); or
- b) the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with UK GDPR Article 46 or section 75 of the DPA 2018) as determined by the Controller which could include relevant parties entering into the International Data Transfer Agreement (the “**IDTA**”), or International Data Transfer Agreement Addendum to the European Commission’s SCCs (the “**Addendum**”), as published by the Information Commissioner’s Office from time to time, as well as any additional measures determined by the Controller;
- c) the Data Subject has enforceable rights and effective legal remedies;
- d) 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
- e) the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the Processing of the Personal Data;

2.4.5 where the Personal Data is subject to EU GDPR, 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:

- a) the transfer is in accordance with Article 45 of the EU GDPR; or
- b) the transferring Party has provided appropriate safeguards in relation to the transfer in accordance with Article 46 of the EU GDPR as determined by the non-transferring Party which could include relevant parties entering into Standard Contractual Clauses in the European Commission’s decision 2021/914/EU or such updated version of such Standard Contractual

Clauses as are published by the European Commission from time to time as well as any additional measures determined by the non-transferring Party;

- c) the Data Subject has enforceable rights and effective legal remedies.
- d) the transferring Party 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 non-transferring Party in meeting its obligations); and
- e) the transferring Party complies with any reasonable instructions notified to it in advance by the non-transferring Party with respect to the processing of the Personal Data; and

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

2.5 Subject to Paragraph 2.6 of this Schedule 20, the Processor shall notify the Controller immediately if in relation to it Processing Personal Data under or in connection with the Contract it:

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

2.5.2 receives a request to rectify, block or erase any Personal Data;

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

2.5.4 receives any communication from the Information Commissioner or a other regulatory authority in connection with Personal Data Processed under the Contract;

2.5.5 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

2.5.6 becomes aware of a Personal Data Breach.

2.6 The Processor's obligation to notify under Paragraph 2.5 of this Schedule 20 shall include the provision of further information to the Controller, as details become available.

2.7 Taking into account the nature of the Processing, the Processor shall provide the Controller with assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under Paragraph 2.5 of this Schedule 20 (and insofar as possible within the timescales reasonably required by the Controller) including by immediately providing:

2.7.1 the Controller with full details and copies of the complaint, communication or request;

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

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

2.7.4 assistance as requested by the Controller following any Personal Data Breach; and/or

2.7.5 assistance as requested by the Controller with respect to any request from the Information Commissioner's Office or any other regulatory authority, or any consultation by the Controller with the Information Commissioner's Office or any other regulatory authority.

2.8 The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this Schedule 20. This requirement does not apply where the Processor employs fewer than 250 staff, unless:

2.8.1 the Controller determines that the Processing is not occasional;

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

2.8.3 the Controller determines that the Processing is likely to result in a risk to the rights and freedoms of Data Subjects.

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

2.10 The Parties shall designate a Data Protection Officer if required by the Data Protection Legislation.

2.11 Before allowing any Subprocessor to Process any Personal Data related to the Contract, the Processor must:

- 2.11.1 notify the Controller in writing of the intended Subprocessor and Processing;
- 2.11.2 obtain the written consent of the Controller;
- 2.11.3 enter into a written agreement with the Subprocessor which give effect to the terms set out in this Schedule 20 such that they apply to the Subprocessor; and
- 2.11.4 provide the Controller with such information regarding the Subprocessor as the Controller may reasonably require.

2.12 The Processor shall remain fully liable for all acts or omissions of any of its Subprocessors.

2.13 The Buyer may, at any time on not less than 30 Working Days' notice, revise this Schedule 20 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 the Contract).

2.14 The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Buyer may on not less than 30 Working Days' notice to the Supplier amend the Contract to ensure that it complies with any guidance issued by the Information Commissioner's Office.

3. Where the Parties are Joint Controllers of Personal Data

3.1 In the event that the Parties are Joint Controllers in respect of Personal Data under the Contract, the Parties shall implement Paragraphs that are necessary to comply with UK GDPR Article 26 based on the terms set out in Annex 2 to this Schedule 20 (Processing Data).

Independent Controllers of Personal Data

3.2 With respect to Personal Data provided by one Party to another Party for which each Party acts as Controller but which is not under the Joint Control of the Parties, each Party undertakes to comply with the applicable Data Protection Legislation in respect of their Processing of such Personal Data as Controller.

3.3 Each Party shall Process the Personal Data in compliance with its obligations under the Data Protection Legislation and not do anything to cause the other Party to be in breach of it.

3.4 Where a Party has provided Personal Data to the other Party in accordance with Paragraph 3.2 of this Schedule 20 above, the recipient of the Personal Data will provide all such relevant documents and information relating to its data protection policies and procedures as the other Party may reasonably require.

3.5 The Parties shall be responsible for their own compliance with Articles 13 and 14 UK GDPR in respect of the Processing of Personal Data for the purposes of the Contract.

- 3.6 The Parties shall only provide Personal Data to each other:
- 3.6.1 to the extent necessary to perform their respective obligations under the Contract;
 - 3.6.2 in compliance with the Data Protection Legislation (including by ensuring all required data privacy information has been given to affected Data Subjects to meet the requirements of Articles 13 and 14 of the UK GDPR); and
 - 3.6.3 where it has recorded it in Annex 1 (Processing Personal Data).
- 3.7 Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, each Party shall, with respect to its Processing of Personal Data as Independent Controller, implement and maintain appropriate technical and organisational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1)(a), (b), (c) and (d) of the UK GDPR, and the measures shall, at a minimum, comply with the requirements of the Data Protection Legislation, including Article 32 of the UK GDPR.
- 3.8 A Party Processing Personal Data for the purposes of the Contract shall maintain a record of its Processing activities in accordance with Article 30 UK GDPR and shall make the record available to the other Party upon reasonable request.
- 3.9 Where a Party receives a request by any Data Subject to exercise any of their rights under the Data Protection Legislation in relation to the Personal Data provided to it by the other Party pursuant to the Contract (**“Request Recipient”**):
- 3.9.1 the other Party shall provide any information and/or assistance as reasonably requested by the Request Recipient to help it respond to the request or correspondence, at the cost of the Request Recipient; or
 - 3.9.2 where the request or correspondence is directed to the other Party and/or relates to that other Party's Processing of the Personal Data, the Request Recipient will:
 - a) promptly, and in any event within five (5) Working Days of receipt of the request or correspondence, inform the other Party that it has received the same and shall forward such request or correspondence to the other Party; and
 - b) provide any information and/or assistance as reasonably requested by the other Party to help it respond to the request or correspondence in the timeframes specified by Data Protection Legislation.
- 3.10 Each Party shall promptly notify the other Party upon it becoming aware of any Personal Data Breach relating to Personal Data provided by the other Party pursuant to the Contract and shall:

- 3.10.1 do all such things as reasonably necessary to assist the other Party in mitigating the effects of the Personal Data Breach;
 - 3.10.2 implement any measures necessary to restore the security of any compromised Personal Data;
 - 3.10.3 work with the other Party to make any required notifications to the Information Commissioner's Office or any other regulatory authority and affected Data Subjects in accordance with the Data Protection Legislation (including the timeframes set out therein); and
 - 3.10.4 not do anything which may damage the reputation of the other Party or that Party's relationship with the relevant Data Subjects, save as required by Law.
- 3.11 Personal Data provided by one Party to the other Party may be used exclusively to exercise rights and obligations under the Contract as specified in Annex 1 (Processing Personal Data).
- 3.12 Personal Data shall not be retained or processed for longer than is necessary to perform each Party's respective obligations under the Contract which is specified in Annex 1 (Processing Personal Data).
- 3.13 Notwithstanding the general application of Paragraphs 2.1 to 2.14 of this Schedule 20 to Personal Data, where the Supplier is required to exercise its regulatory and/or legal obligations in respect of Personal Data, it shall act as an Independent Controller of Personal Data in accordance with Paragraphs 3.2 to 3.12 of this Schedule 20.

Annex 1 - Processing Personal Data

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

1.1 The contact details of the Buyer's Data Protection Officer are:

[Redacted]

1.2 The contact details of the Supplier's Data Protection Officer are:

[Redacted]

1.3 The Processor shall comply with any further written instructions with respect to Processing by the Controller.

1.4 Any such further instructions shall be incorporated into this Annex.

Description	Details
Identity of Controller for each Category of Personal Data	The Buyer is Controller and the Supplier is Processor [Redacted] [Redacted]
Duration of the Processing	N/A
Nature and purposes of the Processing	N/A

Type of Personal Data	N/A
Categories of Data Subject	N/A
Plan for return and destruction of the data once the Processing is complete UNLESS requirement under law to preserve that type of data	N/A
Locations at which the Supplier and/or its Sub-contractors process Personal Data under this Contract	N/A
Protective Measures that the Supplier and, where applicable, its Sub-contractors have implemented to protect Personal Data processed under this Contract Agreement against a breach of security (insofar as that breach of security relates to	<div><div></div><div></div><div></div><div></div><div></div><div></div></div>

[illegible]

Schedule 2 (Specification)

This Schedule sets out what the Buyer wants.

For all Deliverables, the Supplier must help the Buyer comply with any specific applicable Standards of the Buyer.

Our social value priorities

These are our priorities in this procurement:

1. Tackling Economic Inequality: Education and Training

Specification Reference
FS900189b / C180637
Specification Title
A survey of antimicrobial resistant (AMR) <i>Escherichia coli</i> on fresh (not frozen) meats on retail sale in Northern Ireland (2023-2027). – Sampling & Data reporting Requirements
Contract Duration
21/08/23 – 31/12/2027

This specification, which forms part of the Invitation to Tender (ITT), comprises of three individual sections: -

- A. SPECIFICATION:** An outline of the requirement
- B. PROCUREMENT TIMETABLE:** An estimated timetable for the procurement of the proposed requirement
- C. TENDER REQUIREMENTS AND EVALUATION CRITERIA:** Provides guidance to applicants on the information that should be included within tenders and on the evaluation criteria and weightings used by appraisers when assessing and scoring tenders.

Tenders for FSA funded projects must be submitted through the FSA E-sourcing and contract management system, ECMS, using the following link: <https://health-family.force.com/s/Welcome>
Failure to do so may result in the tender response not being processed by the system or the response being automatically disqualified during the evaluation stage of the tender process.

THE SPECIFICATION, INCLUDING PROJECT TIMETABLE AND EVALUATION OF TENDERS

GENERAL INTRODUCTION

The Food Standards Agency (FSA) is an independent Government department working across England, Wales and Northern Ireland to protect public health and consumers wider interest in food. We make sure food is safe and what it says it is.

The FSA is committed to openness, transparency and equality of treatment to all suppliers. As well as these principles, for science projects the final project report will be published on the FSA website (www.food.gov.uk). For science projects we will encourage contractors to publish their work in peer reviewed scientific publications wherever possible. Also, in line with the Government's Transparency Agenda which aims to encourage more open access to data held by government, the FSA is developing a policy on the release of underpinning data from all of its science- and evidence-gathering projects. Data should be made freely available in an accessible format, as fully and as promptly as possible. Consideration should be given to data management as new contracts are being negotiated. Resource implications for this should be taken into account. The mechanism for publishing underpinning data should allow the widest opportunity for to enable its re-use. Where possible, underpinning data should be included in the final project report. Where data are included in the final report in pdf format, they should also be published separately in a format that can be used for further analysis. Large data sets can be provided separately in an annex to the report, and published, where possible, alongside the final report online. Where it is more appropriate to publish underpinning data in an existing database, archive, repository, or other community resource, or for data to be saved in a specialist proprietary format, information will be provided on how the data can be accessed. There will be some circumstances where release of data may need to be restricted or anonymised for reasons of commercial and/or personal sensitivities.

A. THE SPECIFICATION

Background

This survey links to the [FSA Strategic Plan](#), through development of a robust evidence base to identify and contribute to addressing emerging risks for the future. Although antimicrobial resistance (AMR) is a global public health concern, relatively little is known about the role of the food chain in the transmission of AMR bacteria, including the prevalence of AMR bacteria in retail foods (both of animal and non-animal origin).

Surveillance is essential in strengthening the evidence base around these areas.

Escherichia coli is a normal inhabitant of the mammalian gut (termed a commensal) and most isolates do not cause observable clinical disease in healthy animals or humans. However commensal bacteria can be reservoirs of AMR genes. Horizontal gene transfer among bacteria allows them to exchange their genetic material including antibiotic resistance genes. *E. coli* isolates are therefore useful 'indicators' of AMR. They are ubiquitous in animals, and they allow us to monitor the presence of AMR typically circulating in food producing animals.

AMR is the ability of a microorganism that causes infection to survive exposure and become immune to antimicrobials. It can make infections difficult to treat and reduce productivity. AMR is responsible for [>35,000 deaths annually in the European Union \(EU\)](#). It is estimated that AMR costs the EU €1.5 billion per year in healthcare costs and productivity losses. A [review on AMR](#), carried out by Lord O'Neill in 2016, estimated that unless action is taken, the global impact of AMR could be an annual deaths increase from 700,000 in 2016 to 10 million by 2050 and cost up to US \$100 trillion in cumulative lost economic output.

AMR is a global public health concern but relatively little is known about the role of the food chain in the transmission of AMR bacteria, including the prevalence of AMR bacteria in retail foods.

In 2017 the European Commission (EC) adopted the '[EU One Health Action Plan](#)' against AMR, providing a framework for action to reduce the emergence and spread of AMR. The key objectives are based on 3 key areas:

1. Making the EU a best practice region
2. Boosting research and development
3. Shaping the global agenda

Northern Ireland's 5-Year Action Plan '[Changing the Culture 2019-2024 – One Health](#)' was published in May 2019 and considers delivery of key actions, specific to Northern Ireland. This compliments the UK [20-year Vision for AMR](#) and strengthens the commitment to enhancing the surveillance of AMR in animals.

Commission Implementing Decision (EU) 2020/1729 on the monitoring and reporting of antimicrobial resistance in zoonotic and commensal bacteria came into force in 1st January 2021. It requires EU Member States (MS) to monitor and report AMR zoonotic and commensal bacteria isolated from fresh retail meat including broilers and turkeys, and, pigs and bovine animals, on a biennial basis for each species.

Under current operating arrangements in Northern Ireland, EU food and feed law continues to apply in Northern Ireland, and the FSA continues to be responsible for implementing relevant EU law in Northern Ireland. Therefore, this programme contributes to the mandatory requirements of Commission Implementing Decision (EC) 2020/1729, within Northern Ireland.

In accordance with Directive 2003/99/EC on monitoring of zoonoses and zoonotic agents, Member States must ensure that monitoring provides comparable data on the occurrence of antimicrobial resistance (AMR) in zoonotic agents. The Commission Implementing Decision (EU) 2020/1729 lays down specific technical requirements for AMR testing and reporting in representative isolates deriving from randomised fresh pork and bovine meat at retail. **This is a Northern Ireland-wide surveillance programme.**

This Requirement concerns sample collection **for the years 2023-2027** according to the European Commission (EC) criteria defined in:

- [OJEU Commission Implementing Decision \(EU\) 2020/1729](#)

- [Technical specifications on harmonised monitoring of antimicrobial resistance in zoonotic and indicator bacteria from food-producing animals and food](#) EFSA Technical Specifications (2019; 17(6):5709)

[OJEU Commission Implementing Decision \(EU\) 2020/1729](#) provides the overarching requirements for the full harmonised monitoring of AMR in retail samples. The more recent EFSA Technical specification provides the detailed criteria for our purposes of sampling and testing of retail meats only.

The Specification

Sampling tenders, including survey design, sample collection and transportation to the Food Microbiology Laboratory at the AgriFood Biosciences Institute (AFBI), Newforge Lane, Belfast) for a survey of fresh (not frozen) retail meat samples annually for sale in Northern Ireland UK from 2023-2027 for *E. coli* isolates producing ESB-, AmpC- or -CP enzymes (isolated from retail meats);

- in the years 2023, 2025 and 2027 AMR monitoring shall be carried out from fresh raw (not frozen) retail meat derived from pigs and bovine (currently 150 samples annually, with sample numbers to be confirmed annually), and;
- in the years 2024 and 2026 AMR monitoring shall be carried out from fresh raw (not frozen) meat derived from broilers and turkeys (currently 150 samples annually, with sampling numbers to be confirmed annually).
- The sampling company will provide regular progress updates to FSA NI and AFBI as required. After sampling is completed annually December, there is a 30-day period for answering AFBI and/or FSA NI queries for annual sampling reports.

The survey design and sampling must mirror as much as possible [EU Decision 2020/1729](#) and the [European Food Safety Authority \(EFSA\) Technical specification](#) for the EU Harmonised Survey on AMR in Retail Meats. This is to ensure comparability of the AMR data generated from this survey with the previous AMR data from the EU survey. As a general guide, a summary of the requirements (to meet minimum criteria) are provided below:

- **Survey design.** This requires representative retail sample collection across NI of random chilled fresh bovine and pork meat, totalling 75 bovine and 75 pork retail meat samples from September to December 2023 with proportional allocation to market-share for outlet type, population (NUTS-3) coverage and an even sampling distribution. Sample numbers will be spread out as evenly as possible between September to December 2023, and, following sample number confirmation, for each calendar year sampling from 2024-2027.
- **Sample plan synchronisation.** Both sample collection and transportation (outlined below) will take into consideration requirements stipulated by AFBI to ensure adherence to both sampling requirements and alignment to sample testing timeline requirements. Whenever possible samples should be collected and delivered to the AFBI Food Microbiology Laboratory between Mondays to Wednesdays to help minimise laboratory analysis testing costs. In August 2023, before sampling commences, the sampling company will confirm with AFBI and the FSA which accessible format(s) all sampling data will be transferred and stored, e.g., hand-written

submission sheet(s) with corresponding saved accessible photographs, and/or suitable digital format(s).

- All raw fresh chilled (not frozen) samples should be delivered to;
Quality Manager,
Food Microbiology Laboratory,
AFBI Headquarters,
18A Newforge Lane,
Malone Upper,
Belfast,
BT9 5PX,
- **Sample collection at retail.** The samples to be tested are defined as fresh and chilled (not frozen) meat. This includes portions and sliced or diced cuts of meat. It also includes meat that is wrapped, vacuum-wrapped or wrapped in a controlled atmosphere. All processed products should be excluded, such as minced meat and marinated products. Avoiding cross-contamination, samples are to be transported to the nominated Testing Facility under defined protocols and time restrictions. Samples should be fresh and be chilled (not frozen) before testing, for further details please see [EU Decision 2020/1729](#) and the [EFSA Technical specification](#). Since this is a survey of pork, bovine, broiler and turkey meat on retail sale, both UK-produced and imported meat should be sampled. Whenever possible samples should be collected and delivered to AFBI between Monday to Wednesday to help minimise laboratory testing analysis costs. The sampling company will confirm with AFBI and the FSA which samples were rejected for being outside the correct project parameters, and will liaise with the sampler to take an extra sample(s) at the next collection if required.

Survey design of sampling plan

It is expected that the sampling plan mirrors, where possible, the requirements set by the EU for the harmonised survey of AMR in retail meats, [Decision 2020/1729](#). This document provides a detailed explanation for the rationale for the choice of the randomised sampling strategies and procedures, which includes:

1. Representative randomised sampling
2. Meat sampling
3. Sampling time
4. Selection strategy (i.e., Prospective sampling)
5. Generic stratified sampling approach and sampling plans (i.e., strata, proportional allocation, epidemiological unit, to the sampling plans requested by the legislation)
6. Selection of retail outlet categories (market share of meat categories and outlet type, sampling practicalities, batch quotas and contamination avoidance)

This survey design will be subject to peer review as part of the project evaluation process. On award of the contract, the successful applicant will be required to submit a more detailed design reflecting the market share for raw fresh/chilled bovine and pork meat on retail sale in Northern Ireland.

The final surveillance survey design will be shared with and approved by the FSA before commencement of sample collection in August 2023, and annually also from 2024-2027 (please see the required reports below).

In addition to the survey design, the contractor is expected to conduct the sampling and transportation of collected samples to the testing facility, ensuring that there is a robust system for sample identification, sample data recording and sharing, and that samples are handled appropriately, including the appropriate use of methods to avoid cross-contamination and temperature controls & storage to ensure that all samples remain chilled (not frozen) and are fresh before testing. Close liaison with the testing laboratory is essential to ensure correct sample handling and agree delivery times, so that samples are tested within product use-by dates, as well as for the transfer of sample information.

For 2023, all sampling should be completed within 4 calendar months (September 2023 - December 2023). For each calendar year between 2024-2027, sampling will be spread out as evenly as possible over 12 calendar months from January - December.

For 'small retail outlets', surveyors will issue a leaflet from the FSA to inform outlets at the time of purchase that samples have been taken from their establishment for a survey. The leaflet will be issued after purchase to avoid outlet owner's participation issues. Hard copies of the FSA Notification Leaflet will be supplied centrally by the sampling company together with any other necessary sampling documentation and equipment.

Surveyors do not need to provide the FSA Notification leaflet to 'large retail outlets', e.g., Tesco, Asda, Sainsbury's, Lidl, Marks & Spencer etc.) as surveyors will directly notify large retailers' headquarters.

The following details should be recorded for each sample:

- Date/time of purchase
- Sampling location (NUTS3)
- Retail outlet name and address
- Brand name (if any)
- Food category/meat cut (e.g. steak, pork chop, etc.)
- Product full text description
- Skin on/off
- Production type (e.g. standard, free range, organic)
- Batch/lot number (where applicable)
- Approval number
- Use by date
- Country of origin information
- Product weight/size
- Form of packaging
- Packing details or unpackaged, e.g., butchers
- Sample purchase cost
- Manufacturer name & postcode
- Date/time sample dispatched to the testing laboratory
- Date retailer notified

- Date brand owner notified
- Temperature at collection and delivery
- Photographs of all labelling including front, back, peel and reveal labelling. This shall ensure that all product information, including durability dates and instructions are included.

Photographs will be taken by the surveyors before the samples are packed and dispatched to the laboratory. Photographs of all the samples must be collected and securely saved. Access will be given to AFBI as part of data transfer. Any photographs taken outside the laboratory environment will be taken with the sample inside the transparent large grip seal bag to avoid cross contamination.

All sampling details must be shared with AFBI and the FSA in a timely manner in an agreed accessible format(s) throughout the duration of the project. Accessible sampling data format (for secure storage and transfer) must be agreed before with AFBI and the FSA in August 2023 (before sampling commences in September 2023).

For potential RES-ALERT updates, throughout the project sampling details must be made available urgently to both AFBI and the FSA from specific retail products from which isolates of *E. coli* with specific AMR related health risks are obtained.

Progress review meetings may be required with AFBI and the FSA, especially in 2023 at the start of this project.

Two types of sampling report are required;

- A) Sampling strategy plan (due in August 2023) and then annually due 6 weeks in advance before sampling commences in January each year from 2024-2027.
- B) Sampling completion report. Annually, after December in each calendar year the contractor will produce a report on the survey design and sampling plan within 30 days of the end of the sampling and shall be submitted to the FSA and AFBI in a suitable agreed format. Each annual report must contain the following content and be available to the FSA and AFBI;

Title & project number

1. Background of the survey

2. Study Design Summary

3. Deviations from the Sampling Strategy: the tables provided in this report summarises the data of actual samples collected against planned, together with any deviations and brief comments.

4. Annex 1- Final Report AMR FS900018b-Data spreadsheet: MS Excel document containing all sample collection data reports. A summary of all figures which includes all data for all collected samples and all Lab QC Satisfactory and Lab QC Rejected samples.

5. Annex 2- Surveyor notification to retailers and brand owners: The notification of large retailers and brand owners' headquarters following standard FSA guidelines. The records of the notification are

attached to this report in Annex 2-Notifications. For 'Small Retail Outlets', Surveyors issued a leaflet from the FSA.

B. PROCUREMENT TIMETABLE

Table 1 details an **estimated** project timetable for the project. Tenderers should however be aware that the Agency needs to acquire the evidence outlined in this ITT in a timely manner and you should justify your timings in your work plan.

TABLE 1. ESTIMATED PROJECT TIMETABLE	
EXPECTED DATE	INVITATION TO (ITT) TENDER
15th th June 2023	Invitation to Tender (ITT) issued by the Agency
15th June 2023	ITT Clarification period opens*
29th June 2023	ITT Clarification period closes**
17th July 2023 (12 noon).	Closing date for submission of ITT responses***
Week commencing 17 th July 2023	Evaluation of ITT responses
Wk commencing 24 th July 2023	Appraisal panel meeting held to consider clarified ITT responses
Wk commencing 31 st July 2023	Tenderers notified of outcome of appraisal and preferred Tenderer (or Tenderers) identified
August 2023	10 Day stand still period
Start 21 st August 2023	Contract awarded and signed
W/C 21 st August 2023	Project initiation meeting takes place and project commences
September 2023	Sampling Commences
End of January 2024	Submission of 2023 technical report to FSA & AFBI

* If a Tenderer wishes to raise any points of clarification over the procurement process, the actual project objectives or any other query these must be raised through the ECMS by the date specified.

** Queries will not be answered after this date.

*** Submissions must be uploaded onto the ECMS before the closing date and time.

§ These stages are optional

Further Information

For any technical queries or issues regarding the use of ECMS please contact the eSourcing Helpdesk:



For any points of clarification regarding this specification or the FSA's procurement procedures please submit through the Health Family eCommercial System (Atamis).

Closing Date

Tenders should be submitted on ECMS **by the date specified on ECMS.**

Tenders received after this time will not be considered or evaluated. Please allow sufficient time to upload your tender and all supporting evidence before the closing date.

Notification of Submission of Tender

On successfully submitting your tender you should see a popup box appear on the screen indicating that your tender has been successfully submitted. In addition you will receive an automatic email from ECMS with a reference code.

C. EVALUATION OF TENDERS

The Tenderers Application consists of the:

- Technical envelope (80% of overall value), in which applicants should detail the approach, the work plan and their ability to undertake the work, and
- Commercial envelope (20% of overall value), in which applicants should outline all costs to conduct the proposed work, and
- Any other relevant supporting information

Tenders will be evaluated by FSA internal appraisers using a numerical system. The table below shows the weightings that have been allocated to each section of the application form and these will be used by the appraisers:

TABLE 3. EVALUATION CRITERIA FOR SELECTION OF SUCCESSFUL TENDERER	
CRITERIA	PERCENTAGE WEIGHTINGS
TECHNICAL CRITERIA – 80% overall Value	Made up of
1. Tender summary and objectives and the approach/scope of work	25%
2. The plan and deliverables	10%
3. Organisational experience, expertise and staff effort	15%
4. Project management	10%
5. Risk management	5%
6. Quality management, data protection, dissemination	5%
7. Social value – Tackling Economic inequality (Education and training)	10%

COMMERCIAL CRITERIA – 20% overall value**20%*****The Technical Envelope***

The Technical envelope is split in to 7 sections for evaluation. Guidance on how to complete each section is provided within the actual application form.

Social value

Social value has a lasting impact on individuals, communities and the environment. Government has a huge opportunity and responsibility to maximise benefits effectively and comprehensively through its commercial activity. To be effective it is essential that the FSA consider social value at all stages of the procurement life cycle. In order to do this, we are applying the Government Commercial Functions social value model PPN 06/20 Procurement Policy Note - Taking account of social value in the award of government contracts. [The Social Value Quick Reference Table](#) provides a useful summary of the criteria and the reporting metrics for each of the criteria, including examples.

Sub-Criteria for MAC 2.3: Education and training**TACKLING ECONOMIC INEQUALITY: EDUCATION AND TRAINING.**

Please describe activities to support relevant sector related skills growth and sustainability in the contract workforce. Illustrative examples in your response can include examples of careers talks, curriculum support, literacy support, safety talks and volunteering.

Activities that demonstrate and describe the tenderer's existing or planned:

- Understanding of employment and skills issues, and of the education and training issues relating to the contract.

Illustrative examples: demographics, skills shortages, new opportunities in high growth sectors, groups underrepresented in the workforce (e.g., prison leavers, disabled people), geographic/local community and skills/employment challenges.

- Support for educational attainment relevant to the contract, including training schemes that address skills gaps and result in recognised qualifications.

- Activities to support relevant sector related skills growth and sustainability in the contract workforce. Illustrative examples: careers talks, curriculum support, literacy support, safety talks and volunteering.

- Delivery of apprenticeships, traineeships and T Level industry placement opportunities (Level 2, 3 and 4+) in relation to the contract.

A numerical appraisal scoring system will be used to assess the information given in the Technical envelope of the tender. Appraisers will allocate a score of 0, 30, 60, 80 or 100 to each part of the Technical envelope, depending on the quality and relevance of evidence provided. The scores will then be subjected to the weightings given in Table 2.

All technical criteria will be evaluated as follows:

SCORE	DESCRIPTION FOR SCORE OF EACH CRITERIA
100	Tender fully meets or exceeds the criteria set
80	Tender would require minor modification but almost fully meets the criteria with only a few gaps in the evidence remaining
60	Tender would require some modification but addresses most of the criteria, but may not be detailed enough and/or has several gaps remaining
30	Tender would require significant modification due to significant gaps
0	Tender does not meet the specification or policy

If the applicant does not reach a minimum score of 30 in the technical evaluation they will be automatically eliminated from the process.

The Commercial Envelope

The Commercial envelope is split in to 5 sections. Guidance on how to complete each section is provided within the actual application form.

A numerical appraisal scoring system will be used to assess the information given in the commercial envelope of the tender. Appraisers will allocate a score of 0, 30, 60, 80 or 100 to the financial envelope, depending on the quality and relevance of evidence provided. The scores will then be subjected to the weighting given in Table 2.

Requirement for the commercial envelope

Please complete the Commercial template provided. Costs should be quoted excluding VAT for the purpose of comparison of tenders. The Agency's financial year runs from 1 April to 31 March. All costings should be recorded in line with this timescale.

Evaluation of the commercial envelope

Commercial criteria will be evaluated as follows:

SCORE	DESCRIPTION FOR SCORE OF THE CRITERIA
100	There is full justification for the costs and the overall resources are appropriate. The tender is the best value for money for the work proposed to meet the specific evidence requirement advertised
80	There is some justification for the costs and the overall resources requested. The tender is reasonable value for money for the work proposed to meet the specific evidence requirement advertised.
60	Limited rational is given for the resources requested and/or the tender does not offer very good value for money, but is not poor value
30	The tender is relatively poor value for money with little/no justification for costs or resources requested.
0	The tender costs are not considered value for money and the applicant provided no rationale for costs or resources requested

Schedule 3 (Charges)

1. Definitions

Maximum Permitted Profit Margin does not apply.

2. How Charges are calculated

2.1 The Charges:

2.1.1 shall be calculated in accordance with the terms of this Schedule;

2.1.2 cannot be increased except as specifically permitted by this Schedule and in particular shall only be subject to Indexation where specifically stated in the Award Form; and]

2.2 Any variation to the Charges payable under a Contract must be agreed between the Supplier and the Buyer and implemented using the procedure set out in this Schedule.

3. The pricing mechanisms

3.1 The pricing mechanisms and prices set out in Annex 1 shall be available for use in calculation of Charges in the Contract.

4. Are costs and expenses included in the Charges

4.1 Except as expressly set out in Paragraph 5 below, or otherwise stated in the Award Form] the Charges shall include all costs and expenses relating to the provision of Deliverables. No further amounts shall be payable in respect of matters such as:

4.1.1 incidental expenses such as travel, subsistence and lodging, document or report reproduction, shipping, desktop or office equipment costs, network or data interchange costs or other telecommunications charges; or

4.1.2 costs incurred prior to the commencement of the Contract.

5. When the Supplier can ask to change the Charges

5.1 The Charges will be fixed for the first 1 years following the Start Date (the date of expiry of such period is a "**Review Date**"). After this Charges can only be adjusted on each following yearly anniversary (the date of each such anniversary is also a "**Review Date**").

5.2 The Supplier shall give the Buyer at least three (3) Months' notice in writing prior to a Review Date where it wants to request an increase. If the Supplier does not give notice in time then it will only be able to request an increase prior to the next Review Date.

5.3 Any notice requesting an increase shall include:

5.3.1 a list of the Charges to be reviewed;

5.3.2 for each of the Charges under review, written evidence of the justification for the requested increase including:

a) [a breakdown of the profit and cost components that comprise the relevant part of the Charges;

5.4 The Buyer shall consider each request for a price increase. The Buyer may grant Approval to an increase at its sole discretion.

5.5 Any Approval granted by the Buyer pursuant to Paragraph 5.4 shall be on the condition that the change to the Charges will not result in the Supplier Profit Margin exceeding the Maximum Permitted Profit Margin.

5.6 Where the Buyer approves an increase then it will be implemented from the first (1st) Working Day following the relevant Review Date or such later date

as the Buyer may determine at its sole discretion and Annex 1 shall be updated accordingly.

6. Other events that allow the Supplier to change the Charges

6.1 The Charges can also be varied (and Annex 1 will be updated accordingly) due to:

6.1.1 a Specific Change in Law in accordance with Clauses 28.6 to 28.8;

6.1.2 : a benchmarking review in accordance with Schedule 12 (Benchmarking)); - NOT USED

6.1.3 a request from the Supplier, which it can make at any time, to decrease the Charges;

6.1.4 : indexation, where Annex 1 states that a particular Charge or any component is “subject to Indexation” in which event Paragraph 7 below shall apply; and]

8. When you will be reimbursed for travel and subsistence

8.1 Expenses shall only be recoverable where:

8.1.1 the Time and Materials pricing mechanism is used; and

8.1.2 the Award Form states that recovery is permitted; and

8.1.3 they are Reimbursable Expenses and are supported by Supporting Documentation.

8.2 The Buyer shall provide a copy of their current expenses policy to the Supplier upon request.

Annex 1: Rates and Prices

Application form for a project with the Food Standards Agency
Commercial Template

Applicants should complete each part of this application as fully and as clearly as possible

Brief instructions are given in the boxes at the start of each section.

Some boxes have blue text and this indicates that the value is calculated automatically

Some boxes are shaded red and these boxes must be completed

Guidance notes on completion of fields can be removed from view by pressing the ESC key

Please submit the application through the Agency's eSourcing portal by the deadline detailed within the specification.

This form should be completed by the project lead applicant and must include the collated costs for all participating organisations applying for the project work

Please note that once the cost for a project has been agreed by FSA and an agreement signed, no increase in cost for the specified work will be considered

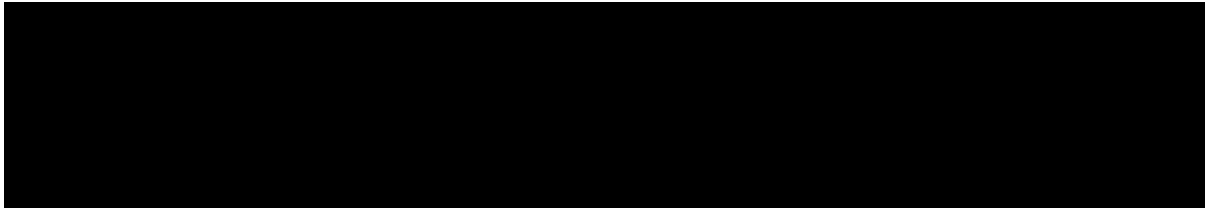
All costs should be exclusive of VAT for the purpose of comparison of tenders.

Tender Reference	FS900189b / C180637
Tender Title	A survey of antimicrobial resistant (AMR) Escherichia coli on fresh (not frozen) meats on retail sale in Northern Ireland (2023-2027). – Sampling & Data reporting Requirements



Project Costs Summary Breakdown by Participating Organisations

Please include only the cost to the FSA.



Total Project Costs (excluding VAT) **	£	29,174.09
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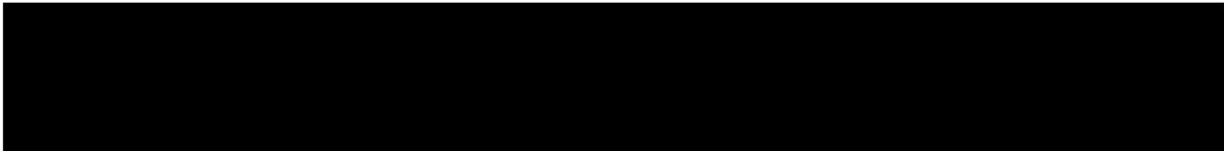
* Please indicate zero, exempt or standard rate. VAT charges not identified above will not be paid by the FSA

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

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

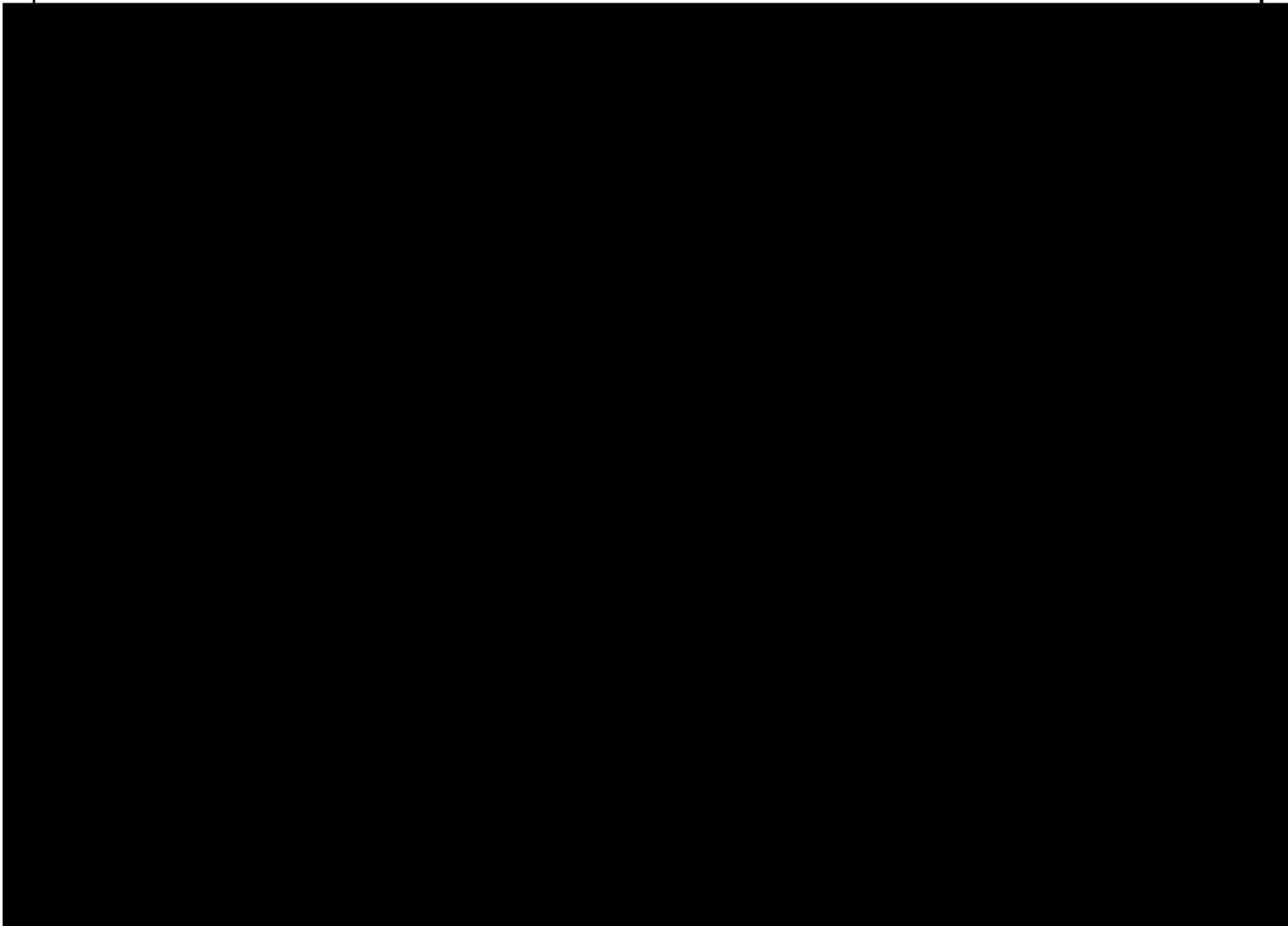
Project Costs Summary (Automatically calculated)





Total Project Costs	£	29,174.09
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COST OR VOLUME DISCOUNTS - INNOVATION



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.

Consumable/Equipment Costs

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

--

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

--

Travel and Subsistence Costs

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

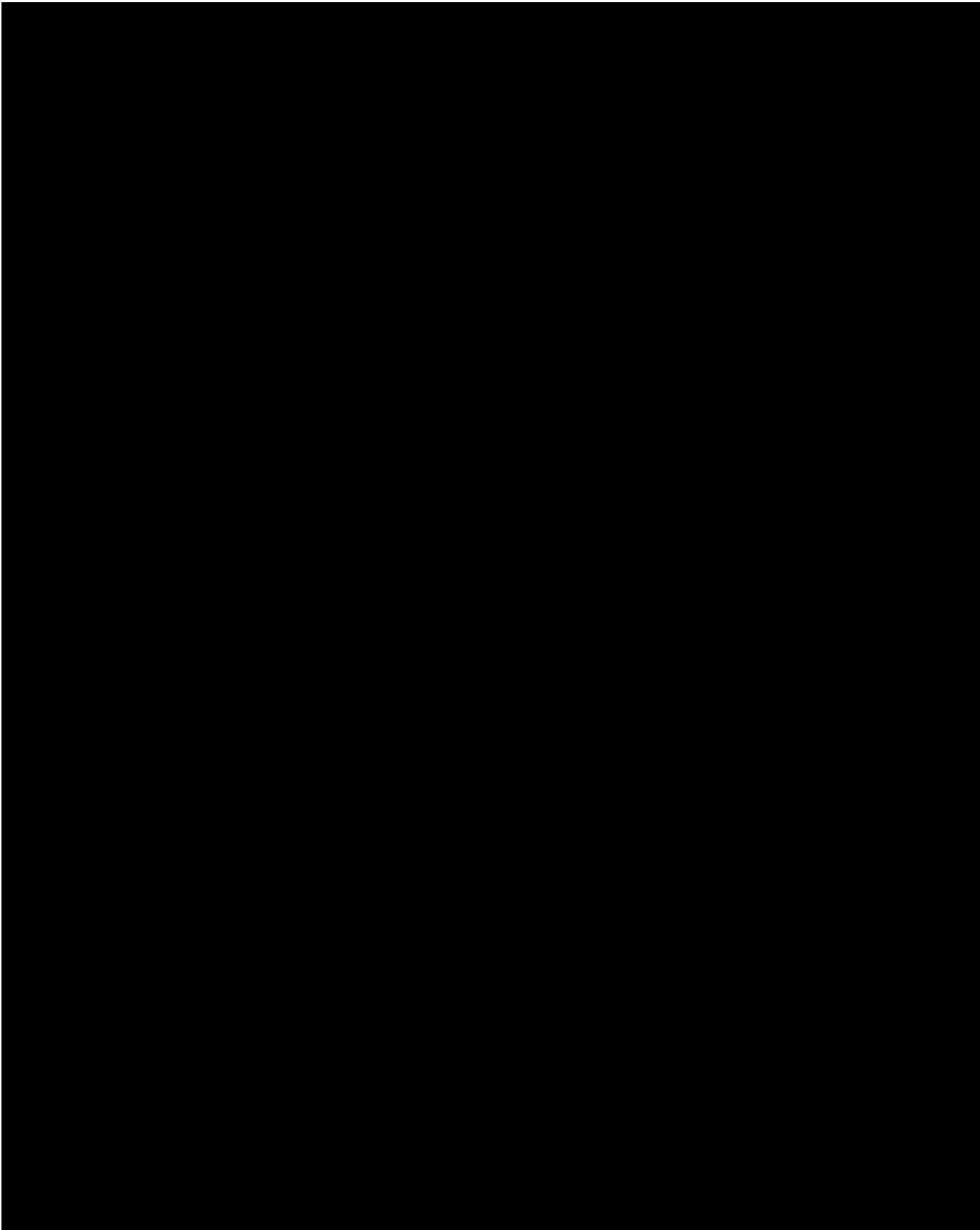
The Pricing Schedule

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.



Total	£ 29,174.09
-------	----------------

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

		Total
		£
		29,174.09

Schedule 5 (Commercially Sensitive Information)

1. What is the Commercially Sensitive Information?

- 1.1 In this Schedule the Parties have sought to identify the Supplier's Confidential Information that is genuinely commercially sensitive and the disclosure of which would be the subject of an exemption under the FOIA and the EIRs.
- 1.2 Where possible, the Parties have sought to identify when any relevant Information will cease to fall into the category of Information to which this Schedule applies in the table below and in the Award Form (which shall be deemed incorporated into the table below).

Without prejudice to the Buyer's obligation to disclose Information in accordance with FOIA or Clause 20 (When you can share information), the Buyer will, in its sole discretion, acting reasonably, seek to apply the relevant exemption set out in the FOIA to the following Information:

No.	Date	Item(s)	Duration of Confidentiality
1	12/08/2023	HallMark Financial template and financial data	Duration of the contract
2	12/08/2023	Personal data including names, contact details and CVs of staff and subcontractors	Duration of the contract

Schedule 13 (Contract Management)

1. DEFINITIONS

In this Schedule, the following words shall have the following meanings and they shall supplement Schedule 1 (Definitions):

"Operational Board"	the board established in accordance with Paragraph 4.1 of this Schedule;
"Project Manager"	the manager appointed in accordance with Paragraph 2.1 of this Schedule;

2. PROJECT MANAGEMENT

- 2.1 The Supplier and the Buyer shall each appoint a Project Manager for the purposes of this Contract through whom the provision of the Services and the Deliverables shall be managed day-to-day.
- 2.2 The Parties shall ensure that appropriate resource is made available on a regular basis such that the aims, objectives and specific provisions of this Contract can be fully realised.
- 2.3 Without prejudice to Paragraph 4 below, the Parties agree to operate the boards specified as set out in the Annex to this Schedule.

3. ROLE OF THE SUPPLIER PROJECT MANAGER

- 3.1 The Supplier Project Manager shall be:
 - 3.1.1 the primary point of contact to receive communication from the Buyer and will also be the person primarily responsible for providing information to the Buyer;
 - 3.1.2 able to delegate his position to another person at the Supplier but must inform the Buyer before proceeding with the delegation and it will be delegated person's responsibility to fulfil the Project Manager's responsibilities and obligations;
 - 3.1.3 able to cancel any delegation and recommence the position himself; and
 - 3.1.4 replaced only after the Buyer has received notification of the proposed change.
- 3.2 The Buyer may provide revised instructions to the Supplier's Project Manager in regards to the Contract and it will be the Supplier Project Manager's responsibility to ensure the information is provided to the Supplier and the actions implemented.
- 3.3 Receipt of communication from the Supplier Project Manager by the Buyer does not absolve the Supplier from its responsibilities, obligations or liabilities under the Contract.

4. ROLE OF THE OPERATIONAL BOARD

- 4.1 The Operational Board shall be established by the Buyer for the purposes of this Contract on which the Supplier and the Buyer shall be represented.
- 4.2 The Operational Board members, frequency and location of board meetings and planned start date by which the board shall be established are set out in Annex A to the Schedule.
- 4.3 In the event that either Party wishes to replace any of its appointed board members, that Party shall notify the other in writing for approval by the other Party (such approval not to be unreasonably withheld or delayed). Each Buyer board member shall have at all times a counterpart Supplier board member of equivalent seniority and expertise.
- 4.4 Each Party shall ensure that its board members shall make all reasonable efforts to attend board meetings at which that board member's attendance is required. If any board member is not able to attend a board meeting, that person shall use all reasonable endeavours to ensure that a delegate attends the Operational Board meeting in his/her place (wherever possible) and that the delegate is properly briefed and prepared and that he/she is debriefed by such delegate after the board meeting.

- 4.5 The purpose of the Operational Board meetings will be to review the Supplier's performance under this Contract. The agenda for each meeting shall be set by the Buyer and communicated to the Supplier in advance of that meeting.

5. CONTRACT RISK MANAGEMENT

- 5.1 Both Parties shall pro-actively manage risks attributed to them under the terms of this Contract.
- 5.2 The Supplier shall develop, operate, maintain and amend, as agreed with the Buyer, processes for:
- 5.2.1 the identification and management of risks;
 - 5.2.2 the identification and management of issues; and
 - 5.2.3 monitoring and controlling project plans.
- 5.3 The Supplier allows the Buyer to inspect at any time within working hours the accounts and records which the Supplier is required to keep.
- 5.4 The Supplier will maintain a risk register of the risks relating to the Contract which the Buyer and the Supplier have identified.

Annex: Operational Boards

Not Used

Schedule 16 (Security)

Part A: Short Form Security Requirements

1. Definitions

1.1 In this Schedule, the following words shall have the following meanings and they shall supplement Schedule 1 (Definitions):

"Breach of Security" the occurrence of:

- a) any unauthorised access to or use of the Deliverables, the Sites and/or any Information and Communication Technology ("ICT"), information or data (including the Confidential Information and the Government Data) used by the Buyer and/or the Supplier in connection with this Contract; and/or
- b) the loss and/or unauthorised disclosure of any information or data (including the Confidential Information and the Government Data), including any copies of such information or data, used by the Buyer and/or the Supplier in connection with this Contract,

in either case as more particularly set out in the Security Policy where the Buyer has required compliance there with in accordance with Paragraph 2.1;

"Security Management Plan" the Supplier's security management plan prepared pursuant to this Schedule, a draft of which has been provided by the Supplier to the Buyer and as updated from time to time.

2. Complying with security requirements and updates to them

- 2.1 The Supplier shall comply with the requirements in this Schedule in respect of the Security Management Plan. Where specified by a Buyer it shall also comply with the Security Policy and shall ensure that the Security Management Plan produced by the Supplier fully complies with the Security Policy.

- 2.2 Where the Security Policy applies the Buyer shall notify the Supplier of any changes or proposed changes to the Security Policy.
- 2.3 If the Supplier believes that a change or proposed change to the Security Policy will have a material and unavoidable cost implication to the provision of the Deliverables it may propose a Variation to the Buyer. 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 be subject to the Variation Procedure.
- 2.4 Until and/or unless a change to the Charges is agreed by the Buyer pursuant to the Variation Procedure the Supplier shall continue to provide the Deliverables in accordance with its existing obligations.

3. Security Standards

- 3.1 The Supplier acknowledges that the Buyer places great emphasis on the reliability of the performance of the Deliverables, confidentiality, integrity and availability of information and consequently on security.
- 3.2 The Supplier shall be responsible for the effective performance of its security obligations and shall at all times provide a level of security which:
 - 3.2.1 is in accordance with the Law and this Contract;
 - 3.2.2 as a minimum demonstrates Good Industry Practice;
 - 3.2.3 meets any specific security threats of immediate relevance to the Deliverables and/or the Government Data; and
 - 3.2.4 where specified by the Buyer in accordance with Paragraph 2.1 complies with the Security Policy and the ICT Policy.
- 3.3 The references to standards, guidance and policies contained or set out in Paragraph 3.2 shall be deemed to be references to such items as developed and updated and to any successor to or replacement for such standards, guidance and policies, as notified to the Supplier from time to time.
- 3.4 In the event of any inconsistency in the provisions of the above standards, guidance and policies, the Supplier should notify the Buyer's Representative of such inconsistency immediately upon becoming aware of the same, and the Buyer's Representative shall, as soon as practicable, advise the Supplier which provision the Supplier shall be required to comply with.

4. Security Management Plan

4.1 Introduction

- 4.1.1 The Supplier shall develop and maintain a Security Management Plan in accordance with this Schedule. The Supplier shall thereafter comply with its obligations set out in the Security Management Plan.

4.2 Content of the Security Management Plan

- 4.2.1 The Security Management Plan shall:
 - a) comply with the principles of security set out in Paragraph 3 and any other provisions of this Contract relevant to security;

- b) identify the necessary delegated organisational roles for those responsible for ensuring it is complied with by the Supplier;
- c) detail the process for managing any security risks from Subcontractors and third parties authorised by the Buyer with access to the Deliverables, processes associated with the provision of the Deliverables, the Buyer Premises, the Sites and any ICT, Information and data (including the Buyer's Confidential Information and the Government Data) and any system that could directly or indirectly have an impact on that Information, data and/or the Deliverables;
- d) be developed to protect all aspects of the Deliverables and all processes associated with the provision of the Deliverables, including the Buyer Premises, the Sites, and any ICT, Information and data (including the Buyer's Confidential Information and the Government Data) to the extent used by the Buyer or the Supplier in connection with this Contract or in connection with any system that could directly or indirectly have an impact on that Information, data and/or the Deliverables;
- e) set out the security measures to be implemented and maintained by the Supplier in relation to all aspects of the Deliverables and all processes associated with the provision of the Goods and/or Services and shall at all times comply with and specify security measures and procedures which are sufficient to ensure that the Deliverables comply with the provisions of this Contract;
- f) set out the plans for transitioning all security arrangements and responsibilities for the Supplier to meet the full obligations of the security requirements set out in this Contract and, where necessary in accordance with the Security Policy as set out in Paragraph 2.1 ; and
- g) be written in plain English in language which is readily comprehensible to the staff of the Supplier and the Buyer engaged in the provision of the Deliverables and shall only reference documents which are in the possession of the Parties or whose location is otherwise specified in this Schedule.

4.3 Development of the Security Management Plan

- 4.3.1 Within twenty (20) Working Days after the Start Date and in accordance with Paragraph 4.4, the Supplier shall prepare and deliver to the Buyer for Approval a fully complete and up to date Security Management Plan which will be based on the draft Security Management Plan.
- 4.3.2 If the Security Management Plan submitted to the Buyer in accordance with Paragraph 4.3.1, or any subsequent revision to it in accordance with Paragraph 4.4, is Approved it will be adopted immediately and will replace the previous version of the Security Management Plan and thereafter operated and maintained in accordance with this Schedule. If the Security Management Plan is not Approved, the Supplier shall amend it within ten (10) Working Days of a notice of non-approval from the Buyer and re-submit to the Buyer for Approval. The Parties will use all reasonable endeavours to ensure that the approval process takes as little time as possible and in any event no longer than fifteen (15) Working Days from the date of its first submission to the Buyer. If the Buyer does not approve the Security Management Plan following its resubmission, the matter will be resolved in accordance with the Dispute Resolution Procedure.
- 4.3.3 The Buyer shall not unreasonably withhold or delay its decision to Approve or not the Security Management Plan pursuant to Paragraph 4.3.2. However, a refusal by the Buyer to

Approve the Security Management Plan on the grounds that it does not comply with the requirements set out in Paragraph 4.2 shall be deemed to be reasonable.

4.3.4 Approval by the Buyer of the Security Management Plan pursuant to Paragraph 4.3.2 or of any change to the Security Management Plan in accordance with Paragraph 4.4 shall not relieve the Supplier of its obligations under this Schedule.

4.4 Amendment of the Security Management Plan

4.4.1 The Security Management Plan shall be fully reviewed and updated by the Supplier at least annually to reflect:

- a) emerging changes in Good Industry Practice;
- b) any change or proposed change to the Deliverables and/or associated processes;
- c) where necessary in accordance with Paragraph 2.2, any change to the Security Policy;
- d) any new perceived or changed security threats; and
- e) any reasonable change in requirements requested by the Buyer.

4.4.2 The Supplier shall provide the Buyer with the results of such reviews as soon as reasonably practicable after their completion and amendment of the Security Management Plan at no additional cost to the Buyer. The results of the review shall include:

- a) suggested improvements to the effectiveness of the Security Management Plan;
- b) updates to the risk assessments; and
- c) suggested improvements in measuring the effectiveness of controls.

4.4.3 Subject to Paragraph 4.4.4, any change or amendment which the Supplier proposes to make to the Security Management Plan (as a result of a review carried out in accordance with Paragraph 4.4.1, a request by the Buyer or otherwise) shall be subject to the Variation Procedure.

4.4.4 The Buyer may, acting reasonably, Approve and require changes or amendments to the Security Management Plan to be implemented on timescales faster than set out in the Variation Procedure but, without prejudice to their effectiveness, all such changes and amendments shall thereafter be subject to the Variation Procedure for the purposes of formalising and documenting the relevant change or amendment.

5. Security breach

5.1 Either Party shall notify the other in accordance with the agreed security incident management process (as detailed in the Security Management Plan) upon becoming aware of any Breach of Security or any potential or attempted Breach of Security.

5.2 Without prejudice to the security incident management process, upon becoming aware of any of the circumstances referred to in Paragraph 5.1, the Supplier shall:

5.2.1 immediately use all reasonable endeavours (which shall include any action or changes reasonably required by the Buyer) necessary to:

- a) minimise the extent of actual or potential harm caused by any Breach of Security;

- b) remedy such Breach of Security to the extent possible and protect the integrity of the Buyer and the provision of the Goods and/or Services to the extent within its control against any such Breach of Security or attempted Breach of Security;
 - c) prevent an equivalent breach in the future exploiting the same cause failure; and
 - d) as soon as reasonably practicable provide to the Buyer, where the Buyer so requests, full details (using the reporting mechanism defined by the Security Management Plan) of the Breach of Security or attempted Breach of Security, including a cause analysis where required by the Buyer.
- 5.3 In the event that any action is taken in response to a Breach of Security or potential or attempted Breach of Security that demonstrates non-compliance of the Security Management Plan with the Security Policy (where relevant in accordance with Paragraph 2.1) or the requirements of this Schedule, then any required change to the Security Management Plan shall be at no cost to the Buyer.

Schedule 21 (Variation Form)

This form is to be used in order to change a contract in accordance with Clause 28 of the Core Terms (Changing the Contract)

Contract Details	
This variation is between:	[Buyer] ("the Buyer") And [insert name of Supplier] ("the Supplier")
Contract name:	[insert name of contract to be changed] ("the Contract")
Contract reference number:	[insert contract reference number]
Details of Proposed Variation	
Variation initiated by:	[delete] as applicable: Buyer/Supplier]
Variation number:	[insert variation number]
Date variation is raised:	[insert date]
Proposed variation	
Reason for the variation:	[insert reason]
An Impact Assessment shall be provided within:	[insert number] days
Impact of Variation	
Likely impact of the proposed variation:	[Supplier to insert] assessment of impact]
Outcome of Variation	
Contract variation:	This Contract detailed above is varied as follows: <ul style="list-style-type: none"> [Buyer to insert] original Clauses or Paragraphs to be varied and the changed clause]

Financial variation:	Original Contract Value:	£ [insert amount]
	Additional cost due to variation:	£ [insert amount]
	New Contract value:	£ [insert amount]

- 1. This Variation must be agreed and signed by both Parties to the Contract and shall only be effective from the date it is signed by the Buyer
- 2. Words and expressions in this Variation shall have the meanings given to them in the Contract.
- 3. The Contract, including any previous Variations, shall remain effective and unaltered except as amended by this Variation.

Signed by an authorised signatory for and on behalf of the Buyer

Signature
Date
Name (in Capitals)
Address

Signed by an authorised signatory to sign for and on behalf of the Supplier

Signature
Date
Name (in Capitals)
Address

Schedule 22 (Insurance Requirements)

1. The insurance you need to have

- 1.1 The Supplier shall take out and maintain or procure the taking out and maintenance of the insurances as set out in the Annex to this Schedule and any other insurances as may be required by applicable Law (together the “**Insurances**”). The Supplier shall ensure that each of the Insurances is effective no later than the Start Date in respect of those Insurances set out in the Annex to this Schedule and those required by applicable Law; and
- 1.2 The Insurances shall be:
 - 1.2.1 maintained in accordance with Good Industry Practice;
 - 1.2.2 (so far as is reasonably practicable) on terms no less favourable than those generally available to a prudent contractor in respect of risks insured in the international insurance market from time to time;
 - 1.2.3 taken out and maintained with insurers of good financial standing and good repute in the international insurance market; and
 - 1.2.4 maintained until the End Date except in relation to Professional Indemnity where required under the Annex Part C which shall be maintained for at least six (6) years after the End Date.
- 1.3 The Supplier shall ensure that the public and products liability policy contain an indemnity to principals clause under which the Buyer shall be indemnified in respect of claims made against the Buyer in respect of death or bodily injury or third party property damage arising out of or in connection with the Deliverables and for which the Supplier is legally liable.

2. How to manage the insurance

- 2.1 Without limiting the other provisions of this Contract, the Supplier shall:
 - 2.1.1 take or procure the taking of all reasonable risk management and risk control measures in relation to Deliverables as it would be reasonable to expect of a prudent contractor acting in accordance with Good Industry Practice, including the investigation and reports of relevant claims to insurers;
 - 2.1.2 promptly notify the insurers in writing of any relevant material fact under any Insurances of which the Supplier is or becomes aware; and
 - 2.1.3 hold all policies in respect of the Insurances and cause any insurance broker effecting the Insurances to hold any insurance slips and other evidence of placing cover representing any of the Insurances to which it is a party.

3. What happens if you aren't insured

- 3.1 The Supplier shall not take any action or fail to take any action or (insofar as is reasonably within its power) permit anything to occur in relation to it which would entitle any insurer to refuse to pay any claim under any of the Insurances.

- 3.2 Where the Supplier has failed to purchase or maintain any of the Insurances in full force and effect, the Buyer may elect (but shall not be obliged) following written notice to the Supplier to purchase the relevant Insurances and recover the reasonable premium and other reasonable costs incurred in connection therewith as a debt due from the Supplier.

4. Evidence of insurance you must provide

- 4.1 The Supplier shall upon the Start Date and within 15 Working Days after the renewal of each of the Insurances, provide evidence, in a form satisfactory to the Buyer, that the Insurances are in force and effect and meet in full the requirements of this Schedule.

5. Making sure you are insured to the required amount

- 5.1 The Supplier shall ensure that any Insurances which are stated to have a minimum limit "in the aggregate" are maintained at all times for the minimum limit of indemnity specified in this Contract and if any claims are made which do not relate to this Contract then the Supplier shall notify the Buyer and provide details of its proposed solution for maintaining the minimum limit of indemnity.

6. Cancelled Insurance

- 6.1 The Supplier shall notify the Buyer in writing at least five (5) Working Days prior to the cancellation, suspension, termination, or non-renewal of any of the Insurances.
- 6.2 The Supplier shall ensure that nothing is done which would entitle the relevant insurer to cancel, rescind or suspend any insurance or cover, or to treat any insurance, cover or claim as voided in whole or part. The Supplier shall use all reasonable endeavours to notify the Buyer (subject to third party confidentiality obligations) as soon as practicable when it becomes aware of any relevant fact, circumstance or matter which has caused, or is reasonably likely to provide grounds to, the relevant insurer to give notice to cancel, rescind, suspend or void any insurance, or any cover or claim under any insurance in whole or in part.

7. Insurance claims

- 7.1 The Supplier shall promptly notify to insurers any matter arising from, or in relation to, the Deliverables, or the Contract for which it may be entitled to claim under any of the Insurances. In the event that the Buyer receives a claim relating to or arising out of the Contract or the Deliverables, the Supplier shall co-operate with the Buyer and assist it in dealing with such claims including without limitation providing information and documentation in a timely manner.
- 7.2 Except where the Buyer is the claimant party, the Supplier shall give the Buyer notice within twenty (20) Working Days after any insurance claim relating to or arising out of the provision of the Deliverables or this Contract on any of the Insurances or which, but for the application of the applicable policy excess, would be made on any of the Insurances and (if required by the Buyer) full details of the incident giving rise to the claim.
- 7.3 Where any Insurance requires payment of a premium, the Supplier shall be liable for and shall promptly pay such premium.
- 7.4 Where any Insurance is subject to an excess or deductible below which the indemnity from insurers is excluded, the Supplier shall be liable for such excess or deductible. The Supplier

shall not be entitled to recover from the Buyer any sum paid by way of excess or deductible under the Insurances whether under the terms of this Contract or otherwise.

ANNEX: REQUIRED INSURANCES

PART A: THIRD PARTY PUBLIC AND PRODUCTS LIABILITY INSURANCE

1 Insured

1.1 The Supplier

2 Interest

2.1 To indemnify the Insured in respect of all sums which the Insured shall become legally liable to pay as damages, including claimant's costs and expenses, in respect of accidental:

- (a) death or bodily injury to or sickness, illness or disease contracted by any person; and
- (b) loss of or damage to physical property;

happening during the period of insurance (as specified in Paragraph 5) and arising out of or in connection with the provision of the Deliverables and in connection with this Contract.

3 Limit of indemnity

Not less than **£5 million** in respect of any one occurrence, the number of occurrences being unlimited in any annual policy period.

4 Territorial limits

United Kingdom

5 Period of insurance

5.1 From the date of this Contract for the period of the Contract and renewable on an annual basis unless agreed otherwise by the Buyer in writing.

6 Cover features and extensions

6.1 Indemnity to principals clause under which the Buyer shall be indemnified in respect of claims made against the Buyer in respect of death or bodily injury or third party property damage arising out of or in connection with the Contract and for which the Supplier is legally liable.

7 Principal exclusions

7.1 War and related perils.

- 7.2 Nuclear and radioactive risks.
- 7.3 Liability for death, illness, disease or bodily injury sustained by employees of the Insured arising out of the course of their employment.
- 7.4 Liability arising out of the use of mechanically propelled vehicles whilst required to be compulsorily insured by applicable Law in respect of such vehicles.
- 7.5 Liability in respect of predetermined penalties or liquidated damages imposed under any contract entered into by the Insured.
- 7.6 Liability arising out of technical or professional advice other than in respect of death or bodily injury to persons or damage to third party property.
- 7.7 Liability arising from the ownership, possession or use of any aircraft or marine vessel.
- 7.8 Liability arising from seepage and pollution unless caused by a sudden, unintended, unexpected and accidental occurrence.
- 8 Maximum deductible threshold**
- 8.1 Not to exceed **£5 million** for each and every third party property damage claim (personal injury claims to be paid in full).

PART B: UNITED KINGDOM COMPULSORY INSURANCES

The Supplier shall meet its insurance obligations under applicable Law in full, including, United Kingdom employers' liability insurance and motor third party liability insurance.

PART C: ADDITIONAL INSURANCES

Professional Indemnity Insurance	Where the Buyer requirement includes a potential breach of professional duty by the Supplier in connection with professional advice and /or professional services to be maintained for 6 years after the End Date
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Schedule 26 (Sustainability)

Definitions

[“Modern Slavery Assessment Tool”

means the modern slavery risk identification and management tool which can be found online at:
<https://supplierregistration.cabinetoffice.gov.uk/msat>]

[“Supply Chain Map”

means details of (i) the Supplier, (ii) all Subcontractors and (iii) any other entity that the Supplier is aware is in its supply chain that is not a Subcontractor, setting out at least:

- (a) the name, registered office and company registration number of each entity in the supply chain;
- (b) the function of each entity in the supply chain; and
- (c) the location of any premises at which an entity in the supply chain carries out a function in the supply chain;]

“Waste Hierarchy”

means prioritisation of waste management in the following order of preference as set out in the Waste (England and Wales) Regulation 2011:

- (d) Prevention;
- (e) Preparing for re-use;
- (f) Recycling;
- (g) Other Recovery; and
- (h) Disposal.

Part A

1. Public Sector Equality Duty

1.1. In addition to legal obligations, where the Supplier is providing a Deliverable to which the Public Sector Equality duty applies, the Supplier shall support the Buyer in fulfilling its Public Sector Equality duty under S149 of the Equality Act 2010 by ensuring that it fulfils its obligations under the Contract in a way that seeks to:

1.1.1. eliminate discrimination, harassment or victimisation and any other conduct prohibited by the Equality Act 2010; and

1.1.2. advance:

1.1.2.1. equality of opportunity; and

1.1.2.2. good relations,

between those with a protected characteristic (age, disability, gender reassignment, pregnancy and maternity, race, religion or belief, sex, sexual orientation, and marriage and civil partnership) and those who do not share it.

2. Employment Law

2.1. The Supplier must perform its obligations meeting the requirements of all applicable Law regarding employment.

3. Modern Slavery

3.1. The Supplier:

shall not use, nor allow its Subcontractors to use forced, bonded or involuntary prison labour;

shall not require any Supplier Staff or Subcontractor Staff to lodge deposits or identity papers with the employer and shall be free to leave their employer after reasonable notice;

warrants and represents that it has not been convicted of any slavery or human trafficking offences anywhere around the world;

warrants that to the best of its knowledge it is not currently under investigation, inquiry or enforcement proceedings in relation to any allegation of slavery or human trafficking offences anywhere around the world;

shall make reasonable enquires to ensure that its officers, employees and Subcontractors have not been convicted of slavery or human trafficking offences anywhere around the world;

shall have and maintain throughout the Term its own policies and procedures to ensure its compliance with the Modern Slavery Act 2015 and include in its contracts with its Subcontractors anti-slavery and human trafficking provisions;

shall implement due diligence procedures to ensure that there is no slavery or human trafficking in any part of its supply chain performing obligations under the Contract;

shall prepare and deliver to the Buyer, an annual slavery and human trafficking report setting out the steps it has taken to ensure that slavery and human trafficking is not taking place in any of its supply chains or in any part of its business with its annual certification of compliance with this Paragraph 3;

shall not use, nor allow its employees or Subcontractors to use physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation of its employees or Subcontractors;

shall not use or allow child or slave labour to be used by its Subcontractors; and

shall report the discovery or suspicion of any slavery or trafficking by it or its Subcontractors to the Buyer and Modern Slavery Helpline.

4. Environmental Requirements

4.1. The Supplier must perform its obligations meeting in all material respects the requirements of all applicable Laws regarding the environment.

4.2. In performing its obligations under the Contract, the Supplier shall, where applicable to the Contract, to the reasonable satisfaction of the Buyer:

4.2.1. prioritise waste management in accordance with the Waste Hierarchy as set out in Law;

4.2.2. be responsible for ensuring that any waste generated by the Supplier and sent for recycling, disposal or other recovery as a consequence of this Contract is taken by a

licensed waste carrier to an authorised site for treatment or disposal and that the disposal or treatment of waste complies with the Law; and

- 4.2.3. ensure that it and any third parties used to undertake recycling, disposal or other recovery as a consequence of this Contract do so in a legally compliant way, and can demonstrate that reasonable checks are undertaken to ensure this on a regular basis and provide relevant data and evidence of recycling, recovery and disposal.

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- 4.3. In circumstances that a permit, licence or exemption to carry or send waste generated under this Contract is revoked, the Supplier shall cease to carry or send waste or allow waste to be carried by any Subcontractor until authorisation is obtained from the Environment Agency.
 - 4.4. In performing its obligations under the Contract, the Supplier shall to the reasonable satisfaction of the Buyer (where the anticipated Charges in any Contract Year are above £5 million per annum (excluding VAT)), where related to and proportionate to the contract in accordance with PPN 06/21), publish and maintain a credible Carbon Reduction Plan in accordance with PPN 06/21.
 - 4.5. The Supplier shall meet the applicable Government Buying Standards applicable to Deliverables which can be found online at:

<https://www.gov.uk/government/collections/sustainable-procurement-the-government-buying-standards-gbs>.

5. Supplier Code of Conduct

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- 5.1. In February 2019, HM Government published a Supplier Code of Conduct setting out the standards and behaviours expected of suppliers who work with government which can be found online at:

https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/779660/20190220-Supplier_Code_of_Conduct.pdf

The Buyer expects to meet, and expects its suppliers and subcontractors to meet, the standards set out in that Code.

6. Reporting

The Supplier shall comply with reasonable requests by the Buyer for information evidencing compliance with any of the requirements in Paragraphs 1-5 of this Part A above within fourteen (14) days of such request, [provided that such requests are limited to [two] per requirement per Contract Year].

Part B

Not used

Part C

1. Social Value

1.1 The Supplier shall provide a Social Value Report to the Buyer as outlined in Table A.

Table A: Social Value Report

Required Detail	Frequency
A high-level summary of the Supplier’s performance against the Social Value priorities over the relevant period	Annually
Performance by the Supplier against each of the Social Value KPIs set out at Table B over the relevant period	Annually

Table B: Social Value KPIs

No.	Social Value Title	Description of Deliverable	Target	Frequency of Measurement	Publishable Performance Information
Social Value KPI1	Support educational attainment relevant to the contract, including training schemes that address skills gaps and result in recognized qualifications'.	The 4 Commitments to improve and support educational attainment including training schemes that address skills gaps and result in recognized qualifications', are detailed in Schedule 4 (Tender) are to be met and progress reported to the Buyer.	100%	Annually	No

Schedule 27 (Key Subcontractors)

1. Restrictions on certain subcontractors

- 1.1 The Supplier is entitled to sub-contract its obligations under the Contract to the Key Subcontractors set out in the Award Form.
- 1.2 Where during the Contract Period the Supplier wishes to enter into a new Key Sub-contract or replace a Key Subcontractor, it must obtain the prior written consent of the Buyer and the Supplier shall, at the time of requesting such consent, provide the Buyer with the information detailed in Paragraph 1.4. The decision of the Buyer to consent or not will not be unreasonably withheld or delayed. Where the Buyer consents to the appointment of a new Key Subcontractor then they will be added to Key Subcontractor section of the Award Form. The Buyer may reasonably withhold their consent to the appointment of a Key Subcontractor if it considers that:
 - 1.2.1 the appointment of a proposed Key Subcontractor may prejudice the provision of the Deliverables or may be contrary to its interests;
 - 1.2.2 the proposed Key Subcontractor is unreliable and/or has not provided reliable goods and or reasonable services to its other customers; and/or
 - 1.2.3 the proposed Key Subcontractor employs unfit persons.
- 1.3 The Supplier shall provide the Buyer with the following information in respect of the proposed Key Subcontractor:
 - 1.3.1 the proposed Key Subcontractor's name, registered office and company registration number;
 - 1.3.2 the scope/description of any Deliverables to be provided by the proposed Key Subcontractor;
 - 1.3.3 where the proposed Key Subcontractor is an Affiliate of the Supplier, evidence that demonstrates to the reasonable satisfaction of the Buyer that the proposed Key Sub-Contract has been agreed on "arm's-length" terms;
 - 1.3.4 the Key Sub-Contract price expressed as a percentage of the total projected Charges over the Contract Period; and
 - 1.3.5 (where applicable) Credit Rating Threshold (as defined in Schedule 24 (Financial Difficulties)) of the Key Subcontractor.
- 1.4 If requested by the Buyer, within ten (10) Working Days of receipt of the information provided by the Supplier pursuant to Paragraph 1.3, the Supplier shall also provide:
 - 1.4.1 a copy of the proposed Key Sub-Contract; and
 - 1.4.2 any further information reasonably requested by the Buyer.

- 1.5 The Supplier shall ensure that each new or replacement Key Sub-Contract shall include:
 - 1.5.1 provisions which will enable the Supplier to discharge its obligations under the Contract;
 - 1.5.2 a right under CRTPA for the Buyer to enforce any provisions under the Key Sub-Contract which confer a benefit upon the Buyer;
 - 1.5.3 a provision enabling the Buyer to enforce the Key Sub-Contract as if it were the Supplier;
 - 1.5.4 a provision enabling the Supplier to assign, novate or otherwise transfer any of its rights and/or obligations under the Key Sub-Contract to the Buyer;
 - 1.5.5 obligations no less onerous on the Key Subcontractor than those imposed on the Supplier under the Contract in respect of:
 - a) the data protection requirements set out in Clause 18 (Data protection);
 - b) the FOIA and other access request requirements set out in Clause 20 (When you can share information);
 - c) the obligation not to embarrass the Buyer or otherwise bring the Buyer into disrepute;
 - d) the keeping of records in respect of the goods and/or services being provided under the Key Sub-Contract, including the maintenance of Open Book Data; and
 - e) the conduct of audits set out in Clause 6 (Record keeping and reporting);
 - 1.5.6 provisions enabling the Supplier to terminate the Key Sub-Contract on notice on terms no more onerous on the Supplier than those imposed on the Buyer under Clauses 14.4 (When the Buyer can end this contract) and 14.5 (What happens if the contract ends) of this Contract;
 - 1.5.7 a provision restricting the ability of the Key Subcontractor to sub-contract all or any part of the provision of the Deliverables provided to the Supplier under the Key Sub-Contract without first seeking the written consent of the Buyer; and
 - 1.5.8 a provision enabling the Supplier, the Buyer or any other person on behalf of the Buyer to step-in on substantially the same terms as are set out in Clause 13 (Step-in rights).
- 1.6 The Supplier shall not terminate or materially amend the terms of any Key Sub-Contract without the Buyer's prior written consent, which shall not be unreasonably withheld or delayed.

Schedule 29 (Key Supplier Staff)

- 1.1 The Annex 1 to this Schedule lists the key roles (“**Key Roles**”) and names of the persons who the Supplier shall appoint to fill those Key Roles at the Start Date (“**Key Staff**”).
- 1.2 The Supplier shall ensure that the Key Staff fulfil the Key Roles at all times during the Contract Period.
- 1.3 The Buyer may identify any further roles as being Key Roles and, following agreement to the same by the Supplier, the relevant person selected to fill those Key Roles shall be included on the list of Key Staff.
- 1.4 The Supplier shall not and shall procure that any Subcontractor shall not remove or replace any Key Staff unless:
 - 1.4.1 requested to do so by the Buyer or the Buyer Approves such removal or replacement (not to be unreasonably withheld or delayed);
 - 1.4.2 the person concerned resigns, retires or dies or is on maternity or long-term sick leave; or
 - 1.4.3 the person’s employment or contractual arrangement with the Supplier or Subcontractor is terminated for material breach of contract by the employee.
- 1.5 The Supplier shall:
 - 1.5.1 notify the Buyer promptly of the absence of any Key Staff (other than for short-term sickness or holidays of two (2) weeks or less, in which case the Supplier shall ensure appropriate temporary cover for that Key Role);
 - 1.5.2 ensure that any Key Role is not vacant for any longer than ten (10) Working Days;
 - 1.5.3 give as much notice as is reasonably practicable of its intention to remove or replace any member of Key Staff and, except in the cases of death, unexpected ill health or a material breach of the Key Staff’s employment contract, this will mean at least three (3) Months’ notice;
 - 1.5.4 ensure that all arrangements for planned changes in Key Staff provide adequate periods during which incoming and outgoing staff work together to transfer responsibilities and ensure that such change does not have an adverse impact on the provision of the Deliverables; and
 - 1.5.5 ensure that any replacement for a Key Role has a level of qualifications and experience appropriate to the relevant Key Role and is fully competent to carry out the tasks assigned to the Key Staff whom he or she has replaced.

- 1.6 The Buyer may require the Supplier to remove or procure that any Subcontractor shall remove any Key Staff that the Buyer considers in any respect unsatisfactory. The Buyer shall not be liable for the cost of replacing any Key Staff.

Schedule 30 (Exit Management)

1. Definitions

1.1 In this Schedule, the following words shall have the following meanings and they shall supplement Schedule 1 (Definitions):

"Exclusive Assets"	Supplier Assets used exclusively by the Supplier [REDACTED] in the provision of the Deliverables;
"Exit Information"	has the meaning given to it in Paragraph 3.1 of this Schedule;
"Exit Manager"	the person appointed by each Party to manage their respective obligations under this Schedule;
"Net Book Value"	the current net book value of the relevant Supplier Asset(s) calculated in accordance with the Tender (if stated) or (if not stated) the depreciation policy of the Supplier (which the Supplier shall ensure is in accordance with Good Industry Practice);

"Non-Exclusive Assets"

those Supplier Assets used by the Supplier [or a Key Subcontractor] in connection with the Deliverables but which are also used by the Supplier [or Key Subcontractor] for other purposes;

"Replacement Goods"

any goods which are substantially similar to any of the Goods and which the Buyer receives in substitution for any of the Goods following the End Date, whether those goods are provided by the Buyer internally and/or by any third party;

"Replacement Services"

any services which are substantially similar to any of the Services and which the Buyer receives in substitution for any of the Services following the End Date, whether those goods are provided by the Buyer internally and/or by any third party;

"Termination Assistance Period"

the period specified in a Termination Assistance Notice for which the Supplier is required to provide the Termination Assistance as such period may be extended pursuant to Paragraph 5.2 of this Schedule;

"Transferable Assets"	Exclusive Assets which are capable of legal transfer to the Buyer;
"Transferable Contracts"	Sub-Contracts, licences for Supplier's Software, licences for Third Party Software or other agreements which are necessary to enable the Buyer or any Replacement Supplier to provide the Deliverables or the Replacement Goods and/or Replacement Services, including in relation to licences all relevant Documentation;
"Transferring Assets"	has the meaning given to it in Paragraph 8.2.1 of this Schedule;
"Transferring Contracts"	has the meaning given to it in Paragraph 8.2.3 of this Schedule;
"Virtual Library"	the data repository hosted by the Supplier containing the accurate information about the Contract and the Deliverables in accordance with Paragraph 2.2of this Schedule.

2. Supplier must always be prepared for contract exit

- 2.1 The Supplier shall within 30 days from the Start Date provide to the Buyer a copy of its depreciation policy to be used for the purposes of calculating Net Book Value.
- 2.2 During the Contract Period, the Supplier shall within 30 days from the Start Date (or such other period as is specified in the Award Form) create and maintain a Virtual Library containing:

- 2.2.1 a detailed register of all Supplier Assets (including description, condition, location and details of ownership and status as either Exclusive Assets or Non-Exclusive Assets and Net Book Value) and Sub-contracts and other relevant agreements required in connection with the Deliverables; and
- 2.2.2 a configuration database detailing the technical infrastructure, a schedule of the IPRs which the Buyer reasonably requires to benefit from the Deliverables (including who is the owner of such IPRs, the contact details of the owner and whether or not such IPRs are held in escrow), any plans required to be delivered by the Supplier pursuant to Schedule 14 (Business Continuity and Disaster Recovery) or Schedule 24 (Financial Difficulties) and operating procedures through which the Supplier provides the Deliverables,

and the Supplier shall ensure the Virtual Library is structured and maintained in accordance with open standards and the security requirements set out in this Contract and is readily accessible by the Buyer at all times. All information contained in the Virtual Library should be maintained and kept up to date in accordance with the time period set out in the Award Form.

- 2.3 Where Schedule 7 (Staff Transfer) applies to this Contract, the Supplier shall add to the Virtual Library a list of Supplier Staff and Staffing Information (as that term is defined in

Schedule 7 (Staff Transfer)) in connection with the Deliverables in accordance with the timescales set out in Paragraphs 1.1, 1.2 of Part E of Schedule 7 (Staff Transfer).

2.4 The Supplier shall:

- 2.4.1 ensure that all Exclusive Assets listed in the Virtual Library are clearly physically identified as such; and
- 2.4.2 procure that all licences for Third Party Software and all Sub-Contracts shall be assignable and/or capable of novation (at no cost or restriction to the Buyer) at the request of the Buyer to the Buyer (and/or its nominee) and/or any Replacement Supplier upon the Supplier ceasing to provide the Deliverables (or part of them) and if the Supplier is unable to do so then the Supplier shall promptly notify the Buyer and the Buyer may require the Supplier to procure an alternative Subcontractor or provider of Deliverables.

- 2.5 Each Party shall appoint an Exit Manager within three (3) Months of the Start Date. The Parties' Exit Managers will liaise with one another in relation to all issues relevant to the expiry or termination of this Contract.

3. Assisting re-competition for Deliverables

- 3.1 The Supplier shall, on reasonable notice, provide to the Buyer and/or its potential Replacement Suppliers (subject to the potential Replacement Suppliers entering into reasonable written confidentiality undertakings), such information (including any access) as the Buyer shall reasonably require in order to facilitate the preparation by the Buyer of any invitation to tender and/or to facilitate any potential Replacement Suppliers undertaking due diligence (the "**Exit Information**").
- 3.2 The Supplier acknowledges that the Buyer may disclose the Supplier's Confidential Information (excluding the Supplier's or its Subcontractors' prices or costs) to an actual or prospective Replacement Supplier to the extent that such disclosure is necessary in connection with such engagement.
- 3.3 The Supplier shall provide complete updates of the Exit Information on an as-requested basis as soon as reasonably practicable and notify the Buyer within five (5) Working Days of any material change to the Exit Information which may adversely impact upon the provision of any Deliverables (and shall consult the Buyer in relation to any such changes).
- 3.4 The Exit Information shall be accurate and complete in all material respects and shall be sufficient to enable a third party to prepare an informed offer for those Deliverables; and not be disadvantaged in any procurement process compared to the Supplier.

4. Exit Plan

- 4.1 The Supplier shall, within three (3) Months after the Start Date, deliver to the Buyer a plan which complies with the requirements set out in Paragraph 4.3 of this Schedule and is otherwise reasonably satisfactory to the Buyer (the "**Exit Plan**").
- 4.2 The Parties shall use reasonable endeavours to agree the contents of the Exit Plan. If the Parties are unable to agree the contents of the Exit Plan within twenty (20) Working Days of the latest date for its submission pursuant to Paragraph 4.1, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.

4.3 The Exit Plan shall set out, as a minimum:

- 4.3.1 how the Exit Information is obtained;
- 4.3.2 a mechanism for dealing with partial termination on the assumption that the Supplier will continue to provide the remaining Deliverables under this Contract;
- 4.3.3 the management structure to be employed during the Termination Assistance Period;
- 4.3.4 a detailed description of both the transfer and cessation processes, including a timetable;
- 4.3.5 how the Deliverables will transfer to the Replacement Supplier and/or the Buyer;
- 4.3.6 details of any contracts which will be available for transfer to the Buyer and/or the Replacement Supplier upon the Expiry Date together with any reasonable costs required to effect such transfer;
- 4.3.7 the scope of Termination Assistance that may be required for the benefit of the Buyer (including which services set out in Annex 1 are applicable);
- 4.3.8 how Termination Assistance will be provided, including a timetable and critical issues for providing Termination Assistance;
- 4.3.9 any charges that would be payable for the provision of Termination Assistance (calculated in accordance with Paragraph 4.4 below) together with a capped estimate of such charges;
- 4.3.10 proposals for the training of key members of the Replacement Supplier's staff in connection with the continuation of the provision of the Deliverables following the Expiry Date;
- 4.3.11 proposals for providing the Buyer or a Replacement Supplier copies of all documentation relating to the use and operation of the Deliverables and required for their continued use;
- 4.3.12 proposals for the assignment or novation of all services utilised by the Supplier in connection with the supply of the Deliverables;
- 4.3.13 proposals for the identification and return of all Buyer Property in the possession of and/or control of the Supplier or any third party;
- 4.3.14 proposals for the disposal of any redundant Deliverables and materials;
- 4.3.15 how the Supplier will ensure that there is no disruption to or degradation of the Deliverables during the Termination Assistance Period; and
- 4.3.16 any other information or assistance reasonably required by the Buyer or a Replacement Supplier.

4.4 Any charges payable as a result of the Supplier providing Termination Assistance shall be calculated and charged in accordance with Schedule 3 (*Charges*). The Supplier shall be entitled to increase or vary the Charges only if it can demonstrate in the Exit Plan that the provision of Termination Assistance requires additional resources and, in any event, any

change to the Charges resulting from the provisions of Termination Assistance will be strictly proportionate to the level of resources required for the provision of the Termination Assistance Services.

4.5 The Supplier shall:

4.5.1 maintain and update the Exit Plan (and risk management plan) no less frequently than:

- a) every [six (6) months] throughout the Contract Period;
- b) no later than [twenty (20) Working Days] after a request from the Buyer for an up-to-date copy of the Exit Plan;
- c) as soon as reasonably possible following a Termination Assistance Notice, and in any event no later than [ten (10) Working Days] after the date of the Termination Assistance Notice;
- d) as soon as reasonably possible following, and in any event no later than [twenty (20) Working Days] following, any material change to the Deliverables (including all changes under the Variation Procedure); and

4.5.2 jointly review and verify the Exit Plan if required by the Buyer and promptly correct any identified failures.

4.6 Only if (by notification to the Supplier in writing) the Buyer agrees with a draft Exit Plan provided by the Supplier under Paragraph 4.2 or 4.4 (as the context requires), shall that draft become the Exit Plan for this Contract.

4.7 A version of an Exit Plan agreed between the parties shall not be superseded by any draft submitted by the Supplier.

5. Termination Assistance

5.1 The Buyer shall be entitled to require the provision of Termination Assistance at any time during the Contract Period by giving written notice to the Supplier (a "**Termination Assistance Notice**") at least four (4) Months prior to the Expiry Date or as soon as reasonably practicable (but in any event, not later than one (1) Month) following the service by either Party of a Termination Notice. The Termination Assistance Notice shall specify:

5.1.1 the nature of the Termination Assistance required; and

5.1.2 the start date and period during which it is anticipated that Termination Assistance will be required, which shall continue no longer than twelve (12) Months after the End Date.

5.2 The Buyer shall have an option to extend the Termination Assistance Period beyond the initial period specified in the Termination Assistance Notice in one or more extensions, in each case provided that:

- 5.2.1 no such extension shall extend the Termination Assistance Period beyond the date eighteen (18) Months after the End Date; and
- 5.2.2 the Buyer shall notify the Supplier of any such extension by serving not less than twenty (20) Working Days' written notice upon the Supplier.
- 5.3 The Buyer shall have the right to terminate its requirement for Termination Assistance by serving not less than (20) Working Days' written notice upon the Supplier.
- 5.4 In the event that Termination Assistance is required by the Buyer but at the relevant time the parties are still agreeing an update to the Exit Plan pursuant to Paragraph 4, the Supplier will provide the Termination Assistance in good faith and in accordance with the principles in this Schedule and the last Buyer approved version of the Exit Plan (insofar as it still applies).

6. Termination Assistance Period

- 6.1 Throughout the Termination Assistance Period the Supplier shall:
 - 6.1.1 continue to provide the Deliverables (as applicable) and otherwise perform its obligations under this Contract and, if required by the Buyer, provide the Termination Assistance;
 - 6.1.2 provide to the Buyer and/or its Replacement Supplier any reasonable assistance and/or access requested by the Buyer and/or its Replacement Supplier including assistance and/or access to facilitate the orderly transfer of responsibility for and conduct of the Deliverables to the Buyer and/or its Replacement Supplier;
 - 6.1.3 use all reasonable endeavours to reallocate resources to provide such assistance without additional costs to the Buyer;
 - 6.1.4 subject to Paragraph 6.3, provide the Deliverables and the Termination Assistance at no detriment to the Service Levels, the provision of the Management Information or any other reports nor to any other of the Supplier's obligations under this Contract;
 - 6.1.5 at the Buyer's request and on reasonable notice, deliver up-to-date contents of the Virtual Library to the Buyer; and
 - 6.1.6 seek the Buyer's prior written consent to access any Buyer Premises from which the de-installation or removal of Supplier Assets is required.
- 6.2 If it is not possible for the Supplier to reallocate resources to provide such assistance as is referred to in Paragraph 6.1.2 without additional costs to the Buyer, any additional costs incurred by the Supplier in providing such reasonable assistance shall be subject to the Variation Procedure.
- 6.3 If the Supplier demonstrates to the Buyer's reasonable satisfaction that the provision of the Termination Assistance will have a material, unavoidable adverse effect on the Supplier's ability to meet one or more particular Service Levels, the Parties shall vary the relevant Service Levels and/or the applicable Service Credits accordingly.

7. Obligations when the contract is terminated

- 7.1 The Supplier shall comply with all of its obligations contained in the Exit Plan.

- 7.2 Upon termination or expiry or at the end of the Termination Assistance Period (or earlier if this does not adversely affect the Supplier's performance of the Deliverables and the Termination Assistance), the Supplier shall:
- 7.2.1 cease to use the Government Data;
 - 7.2.2 vacate any Buyer Premises;
 - 7.2.3 remove the Supplier Equipment together with any other materials used by the Supplier to supply the Deliverables and shall leave the Sites in a clean, safe and tidy condition. The Supplier is solely responsible for making good any damage to the Sites or any objects contained thereon, other than fair wear and tear, which is caused by the Supplier;
 - 7.2.4 provide access during normal working hours to the Buyer and/or the Replacement Supplier for up to twelve (12) Months after expiry or termination to:
 - a) such information relating to the Deliverables as remains in the possession or control of the Supplier; and
 - b) such members of the Supplier Staff as have been involved in the design, development and provision of the Deliverables and who are still employed by the Supplier, provided that the Buyer and/or the Replacement Supplier shall pay the reasonable costs of the Supplier actually incurred in responding to such requests for access.
- 7.3 Upon partial termination, termination or expiry (as the case may be) or at the end of the Termination Assistance Period (or earlier if this does not adversely affect the Supplier's performance of the Services and the Termination Assistance and its compliance with the other provisions of this Schedule), each Party shall return to the other Party (or if requested, destroy or delete) all Confidential Information of the other Party in respect of the terminated Services and shall certify that it does not retain the other Party's Confidential Information save to the extent (and for the limited period) that such information needs to be retained by the Party in question for the purposes of providing or receiving any Services or Termination Assistance or for statutory compliance purposes.
- 7.4 Except where this Contract provides otherwise, all licences, leases and authorisations granted by the Buyer to the Supplier in relation to the Deliverables shall be terminated with effect from the end of the Termination Assistance Period.

8. Assets, Sub-contracts and Software

- 8.1 Following notice of termination of this Contract and during the Termination Assistance Period, the Supplier shall not, without the Buyer's prior written consent:
 - 8.1.1 terminate, enter into or vary any Sub-contract or licence for any software in connection with the Deliverables; or
 - 8.1.2 (subject to normal maintenance requirements) make material modifications to, or dispose of, any existing Supplier Assets or acquire any new Supplier Assets.
- 8.2 Within twenty (20) Working Days of receipt of the up-to-date contents of the Virtual Library provided by the Supplier, the Buyer shall notify the Supplier setting out:
 - 8.2.1 which, if any, of the Transferable Assets the Buyer requires to be transferred to the Buyer and/or the Replacement Supplier ("**Transferring Assets**");
 - 8.2.2 which, if any, of:
 - a) the Exclusive Assets that are not Transferable Assets; and
 - b) the Non-Exclusive Assets,

the Buyer and/or the Replacement Supplier requires the continued use of; and

- 8.2.3 which, if any, of Transferable Contracts the Buyer requires to be assigned or novated to the Buyer and/or the Replacement Supplier (the "**Transferring Contracts**"), in order for the Buyer and/or its Replacement Supplier to provide the Deliverables from the expiry of the Termination Assistance Period. The Supplier shall provide all reasonable assistance required by the Buyer and/or its Replacement Supplier to enable it to determine which Transferable Assets and Transferable Contracts are required to provide the Deliverables or the Replacement Goods and/or Replacement Services. Where requested by the Supplier, the Buyer and/or its Replacement Supplier shall discuss in good faith with the Supplier which Transferable Contracts are used by the Supplier in matters unconnected to the Services or Replacement Services.
- 8.3 With effect from the expiry of the Termination Assistance Period, the Supplier shall sell the Transferring Assets to the Buyer and/or the Replacement Supplier for their Net Book Value less any amount already paid for them through the Charges.
- 8.4 Risk in the Transferring Assets shall pass to the Buyer or the Replacement Supplier (as appropriate) at the end of the Termination Assistance Period and title shall pass on payment for them.

- 8.5 Where the Buyer and/or the Replacement Supplier requires continued use of any Exclusive Assets that are not Transferable Assets or any Non-Exclusive Assets, the Supplier shall as soon as reasonably practicable:
- 8.5.1 procure a non-exclusive, perpetual, royalty-free licence for the Buyer and/or the Replacement Supplier to use such assets (with a right of sub-licence or assignment on the same terms); or failing which
 - 8.5.2 procure a suitable alternative to such assets, the Buyer or the Replacement Supplier to bear the reasonable proven costs of procuring the same.
- 8.6 The Supplier shall as soon as reasonably practicable assign or procure the novation of the Transferring Contracts to the Buyer and/or the Replacement Supplier. The Supplier shall execute such documents and provide such other assistance as the Buyer reasonably requires to effect this novation or assignment.
- 8.7 The Buyer shall:
- 8.7.1 accept assignments from the Supplier or join with the Supplier in procuring a novation of each Transferring Contract; and
 - 8.7.2 once a Transferring Contract is novated or assigned to the Buyer and/or the Replacement Supplier, discharge all the obligations and liabilities created by or arising under that Transferring Contract and exercise its rights arising under that Transferring Contract, or as applicable, procure that the Replacement Supplier does the same.
- 8.8 The Supplier shall hold any Transferring Contracts on trust for the Buyer until the transfer of the relevant Transferring Contract to the Buyer and/or the Replacement Supplier has taken place.
- 8.9 The Supplier shall indemnify the Buyer (and/or the Replacement Supplier, as applicable) against each loss, liability and cost arising out of any claims made by a counterparty to a Transferring Contract which is assigned or novated to the Buyer (and/or Replacement Supplier) pursuant to Paragraph 8.6 in relation to any matters arising prior to the date of assignment or novation of such Transferring Contract. Clause 23 (Other people's rights in this contract) shall not apply to this Paragraph 8.9 which is intended to be enforceable by third party beneficiaries by virtue of the CRTPA.

9. No charges

- 9.1 Unless otherwise stated, the Buyer shall not be obliged to pay for costs incurred by the Supplier in relation to its compliance with this Schedule.

10. Dividing the bills

- 10.1 All outgoings, expenses, rents, royalties and other periodical payments receivable in respect of the Transferring Assets and Transferring Contracts shall be apportioned between the Buyer and/or the Replacement and the Supplier as follows:
- 10.1.1 the amounts shall be annualised and divided by 365 to reach a daily rate;
 - 10.1.2 the Buyer or Replacement Supplier (as applicable) shall be responsible for or entitled to (as the case may be) that part of the value of the invoice pro rata to the number of complete days following the transfer, multiplied by the daily rate; and
 - 10.1.3 the Supplier shall be responsible for or entitled to (as the case may be) the rest of the invoice.

ANNEX 1: SCOPE OF TERMINATION ASSISTANCE

- 1.1 The Buyer may specify that any of the following services will be provided by the Supplier as part of its Termination Assistance:
- 1.1.1 notifying the Subcontractors of procedures to be followed during the Termination Assistance Period and providing management to ensure these procedures are followed;
 - 1.1.2 providing assistance and expertise as necessary to examine all operational and business processes (including all supporting documentation) in place and re-writing and implementing processes and procedures such that they are appropriate for use by the Buyer and/or the Replacement Supplier after the end of the Termination Assistance Period;
 - 1.1.3 providing details of work volumes and staffing requirements over the 12 Months immediately prior to the commencement of Termination Assistance;
 - 1.1.4 providing assistance and expertise as necessary to examine all governance and reports in place for the provision of the Deliverables and re-writing and implementing these during and for a period of 12 Months after the Termination Assistance Period;
 - 1.1.5 providing assistance and expertise as necessary to examine all relevant roles and responsibilities in place for the provision of the Deliverables and re-writing and implementing these such that they are appropriate for the continuation of provision of the Deliverables after the Termination Assistance Period;
 - 1.1.6 agreeing with the Buyer an effective communication strategy and joint communications plan which sets out the implications for Supplier Staff, Buyer staff, customers and key stakeholders;
 - 1.1.7 agreeing with the Buyer a handover plan for all of the Supplier's responsibilities as set out in the Security Management Plan;
 - 1.1.8 providing an information pack listing and describing the Deliverables for use by the Buyer in the procurement of the Replacement Deliverables;
 - 1.1.9 answering all reasonable questions from the Buyer and/or the Replacement Supplier regarding the Deliverables;

- 1.1.10 agreeing with the Buyer and/or the Replacement Supplier a plan for the migration of the Government Data to the Buyer and/or the Replacement Supplier;
- 1.1.11 providing access to the Buyer and/or the Replacement Supplier during the Termination Assistance Period and for a period not exceeding 6 Months afterwards for the purpose of the smooth transfer of the provision of the Deliverables to the Buyer and/or the Replacement Supplier:
 - a) to information and documentation relating to the Deliverables that is in the possession or control of the Supplier or its Subcontractors (and the Supplier agrees and will procure that its Subcontractors do not destroy or dispose of that information within this period) including the right to take reasonable copies of that material; and
 - b) following reasonable notice and during the Supplier's normal business hours, to members of the Supplier Staff who have been involved in the provision or management of the provision of the Deliverables and who are still employed or engaged by the Supplier or its Subcontractors, including those employees filling the relevant Key Staff positions and Key Staff with specific knowledge in respect of the Exit Plan;
- 1.1.12 knowledge transfer services, including:
 - a) making available to the Buyer and/or the Replacement Supplier expertise to analyse training requirements and provide all necessary training for the use of tools by such staff at the time of termination or expiry as are nominated by the Buyer and/or the Replacement Supplier (acting reasonably);
 - b) transferring all training material and providing appropriate training to those Buyer and/or Replacement Supplier staff responsible for internal training in connection with the provision of the Deliverables;
 - c) providing as early as possible for transfer to the Buyer and/or the Replacement Supplier of all knowledge reasonably required for the provision of the Deliverables which may, as appropriate, include information, records and documents;
 - d) providing the Supplier and/or the Replacement Supplier with access to sufficient numbers of the members of the Supplier Staff or Subcontractors' personnel of suitable experience and skill and as have been involved in the design, development, provision or management of provision of the Deliverables and who are still employed or engaged by the Supplier or its Subcontractors; and
 - e) allowing the Buyer and/or the Replacement Supplier to work alongside and observe the performance of the Services by the Supplier at its Sites used to fulfil the Services (subject to compliance by the Buyer and the Replacement Supplier with any applicable security and/or health and safety restrictions,
 - f) and any such person who is provided with knowledge transfer services will sign a confidentiality undertaking in favour of the Supplier (in such form as the Supplier shall reasonably require)).

1.2 The Supplier will:

- 1.2.1 provide a documented plan relating to the training matters referred to in Paragraph 1.1.12 for agreement by the Buyer at the time of termination or expiry of this Contract; and
 - 1.2.2 co-operate fully in the execution of the handover plan agreed pursuant to Paragraph 1.1.7, providing skills and expertise of a suitable standard.
- 1.3 To facilitate the transfer of knowledge from the Supplier to the Buyer and/or its Replacement Supplier, the Supplier shall provide a detailed explanation of the procedures and operations used to provide the Services to the operations staff of the Buyer and/or the Replacement Supplier.
- 1.4 The information which the Supplier will provide to the Buyer and/or the Replacement Supplier pursuant to Paragraph 1.1.11 shall include:
 - 1.4.1 copies of up-to-date procedures and operations manuals;
 - 1.4.2 product information;
 - 1.4.3 agreements with third party suppliers of goods and services which are to be transferred to the Buyer and/or the Replacement Supplier; and
 - 1.4.4 key support contact details for third party supplier personnel under contracts which are to be assigned or novated to the Buyer pursuant to this Schedule,and such information shall be updated by the Supplier at the end of the Termination Assistance Period.
- 1.5 During the Termination Assistance Period the Supplier shall grant any agent or personnel (including employees, consultants and suppliers) of the Replacement Supplier and/or the Buyer access, during business hours and upon reasonable prior written notice, to any Sites for the purpose of effecting a prompt knowledge transfer provided that:
 - 1.5.1 any such agent or personnel (including employees, consultants and suppliers) having such access to any Sites shall:
 - a) sign a confidentiality undertaking in favour of the Supplier (in such form as the Supplier shall reasonably require); and
 - b) during each period of access comply with the security, systems and facilities operating procedures of the Supplier relevant to such Site and that the Buyer deems reasonable; and
 - 1.5.2 the Buyer and/or the Replacement Supplier shall pay the reasonable, proven and proper costs of the Supplier incurred in facilitating such access.

Schedule 32 (Background Checks)

1. When you should use this Schedule

This Schedule should be used where Supplier Staff must be vetted before working on Contract.

2. Definitions

“Relevant Conviction” means any conviction listed in Annex 1 to this Schedule.

3. Relevant Convictions


- 1.1 The Supplier must ensure that no person who discloses that they have a Relevant Conviction, or a person who is found to have any Relevant Convictions (whether as a result of a police check or through the procedure of the Disclosure and Barring Service (DBS) or otherwise), is employed or engaged in any part of the provision of the Deliverables without Approval.
- 1.2 Notwithstanding Paragraph 3.1 for each member of Supplier Staff who, in providing the Deliverables, has, will have or is likely to have access to children, vulnerable persons or other members of the public to whom the Buyer owes a special duty of care, the Supplier must (and shall procure that the relevant Sub-Contractor must):
 - 1.2.1 carry out a check with the records held by the Department for Education (DfE);
 - 1.2.2 conduct thorough questioning regarding any Relevant Convictions; and
 - 1.2.3 ensure a police check is completed and such other checks as may be carried out through the Disclosure and Barring Service (DBS),

and the Supplier shall not (and shall ensure that any Sub-Contractor shall not) engage or continue to employ in the provision of the Deliverables any person who has a Relevant Conviction or an inappropriate record.

Annex 1 – Relevant Convictions

None Identified.

Schedule 4 (Tender)

Tender Application form for a project with the Food Standards Agency		 Food Standards Agency food.gov.uk	
<ul style="list-style-type: none">• Applicants should complete each part of this application as fully and as clearly as possible• Brief instructions are given in the grey boxes at the start of each section.• Please submit the application through the Agency's eSourcing Portal (Bravo) by the deadline set in the invitation to tender document.			
LEAD APPLICANT'S DETAILS			
<div></div>			
TENDER TITLE			
A survey of antimicrobial resistant (AMR) Escherichia coli on fresh (not frozen) meats on retail sale in Northern Ireland (2023-2027). – Sampling & Data reporting Requirements			
TENDER REFERENCE	FS900189B / C180637		
PROPOSED START DATE	28/08/2023	PROPOSED END	26/01/2024

1: TENDER SUMMARY AND OBJECTIVES

A. TENDER SUMMARY

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

Our proposed work aims to address the knowledge gap identified by the FSA regarding the role of the food chain in the transmission of antimicrobial resistance (AMR) bacteria, specifically focusing on the prevalence of AMR bacteria in retail foods. This survey is aligned with the FSA Strategic Plan, contributing to the development of a robust evidence base to identify and mitigate emerging risks.

The scope of our work involves undertaking the survey design, sample collection, and transportation for a survey of fresh retail meat samples annually from 2023 to 2027 in Northern Ireland. The survey will specifically target *E. coli* isolates producing ESB-, AmpC-, or -CP enzymes, which serve as useful indicators of AMR.

To ensure comparability of the data with previous AMR surveys, our survey design and sampling methodology will mirror the requirements outlined in EU Decision 2020/1729 and the EFSA Technical specification. This includes representative randomised sampling, selection of retail outlet categories based on market share, and adherence to specific protocols for sample collection and handling.

The survey will cover different meat types, including pork, bovine, broiler, and turkey, with a total of 150 samples annually. We will synchronise the sample collection and transportation with the requirements stipulated by the AgriFood Biosciences Institute (AFBI) to ensure adherence to sampling and testing timelines. All samples will be delivered to the AFBI Food Microbiology Laboratory in Belfast for testing.

Throughout the project, we will maintain regular communication with the FSA and AFBI, providing progress updates as required. Our robust data management system, the HallMark Sampling System (HMX), will ensure efficient storage, organisation, and retrieval of sampling data. This system enables real-time data entry, ensuring accurate and timely sharing of sampling details.

Our approach emphasises quality control measures, including comprehensive documentation, cross-contamination precautions, and adherence to temperature controls during sample transportation and storage. We will also engage in close collaboration with the testing laboratory to ensure proper sample handling and timely transfer of sample information.

The proposed work will be conducted annually from September to December in 2023 and spread evenly over 12 calendar months from 2024 to 2027. The survey design will be peer-reviewed and shared with the FSA for approval before sample collection.

By undertaking this comprehensive survey, we aim to contribute to the understanding of AMR transmission in the food chain and provide valuable data for the development of effective strategies to combat AMR.

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

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

OBJECTIVE NUMBER	OBJECTIVE DESCRIPTION
O1	Design a pragmatic and cost-effective sampling plan, which is based on relevant data, is fit for purpose, realises the objectives, and ensures the methodology is clearly recorded and consistent for all parties.
O2.1	Ensure that all information relevant to the project concerned has been provided or requested and HallMark has full understanding of the sampling specification to meet FSA objectives and expectations.
O2.2	Ensure consistent communication of data and sample labelling between collection and the Laboratory performing the analysis.
O3	Ensure the plan is fit for purpose, agreed by FSA and the Laboratory and within the FSA objectives
O4	PROJECT LAUNCH. Ensure effective communication to all internal and external stakeholders regarding the project commencement.
O5.1	To identify/confirm suitable and sufficient office staff and surveyors and to ensure resources are in place to deliver efficient and accurate sample collection.
O5.2	Provide comprehensive and verified training to all Surveyors, ensuring consistent instructions and guidance for achieving uniformity in sample collection.
O5.3	Ensure Surveyors are equipped with necessary instructions, sampling equipment, and documents
O6.1	Ensure accurate reporting and timely achievement of objectives, deliverables, and required quality levels, driving continuous improvement
O6.2	Ensure sample collection or purchase by trained and competent staff in accordance with FSA best practice guidance.

DESCRIPTION OF APPROACH/SCOPE OF WORK**C. 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..

We propose a comprehensive approach to meet the specified requirements and deliver a successful solution. Our approach encompasses various aspects, including study design, sampling methodology, data management, quality control, data transfer, and collaboration with laboratories and regulatory bodies.

1. PROPOSED STUDY DESIGN AND JUSTIFICATION OF THE APPROACH- SAMPLES FRAME DEVELOPMENT

SUMMARY

Our study design aligns with the European Commission criteria and aims to collect samples from 2023 to 2027. The focus is on monitoring antimicrobial resistance (AMR) in fresh, raw retail meats from pigs, bovines, broilers, and turkeys, including both UK-produced and imported meats.

For the pigs and bovine survey in 2023, we propose a flexible sampling survey design that adheres to previous EU surveys, FSA guidelines, and AMR surveys. The key features of our proposed design include:

Sample Numbers:

- The survey requires representative retail sample collection of random chilled fresh bovine and pork meat across Northern Ireland, totaling 75 bovine and 75 pork retail meat samples.
- An additional 5% of samples (totaling 78 beef and 78 pork) are included in the sampling plan to account for potential missing data.

Sampling period:

- The sampling for 2023 will span four calendar months, from September to December.
- To ensure an even distribution of samples throughout this period, approximately 39 samples will be collected each month.

Coordination with the Designated Laboratory:

- We will coordinate with the selected laboratory to establish a sample delivery schedule that aligns with their processing and storage capacities.
- The proposed schedule and volume of samples depend on the laboratory's capacity to accommodate them.

Market share data:

- Since updated population or market share data is currently unavailable, the 2018/19 red meat family survey data, together with 2021 population data, will be utilised for 2023 sampling.
- The enclosed table "Market share Data" provides the relevant population size and market share information for Northern Ireland.

Selection of Sampling Regions:

- We propose allocating samples to each UK International Territorial Levels (ITL3) region using "proportionate stratified sampling" and distributing samples according to population size. The ITLs mirror the NUTS system, enabling comparability internationally.
- There are 11 ITL3 regions, and the sampling will be proportional to their population sizes.

Selection of Retailers:

- To maintain consistency with previous AMR surveys, samples will be allocated proportionally to the market share of each retailer type.
- The top 11 supermarkets and a category called "Shops not on the list" will be included to ensure continuity with previous market share data.
- As with prior FSA recommendations, certain shop categories, as specified in the enclosed "Market share data" excel file, will be excluded from the sampling (out of remit).

Types of Samples:

- The sample types will align with those used in past EU surveys and conform to the provided market share data.
- The focus is on fresh, chilled meat (not frozen) in various forms, including portions, slices, or diced cuts, regardless of whether it's wrapped, vacuum-wrapped, or packaged in a controlled atmosphere.
- We are excluding all processed products, such as ready-made, marinated, seasoned, herbed, stuffed, cook-in-the-bag, breaded, battered meat, minced meat etc.

Selection of fresh meat cuts

To ensure a comprehensive and representative sampling of fresh meat available in the market, we will be sampling various cuts of beef and pork. The specific cuts have been identified based on the data provided in the attached file, which outlines

three cuts for each type of meat. In order to maintain consistency with previous sampling, the cuts have been divided equally among the three categories.

- For pork, our sampling will focus on the following cuts:
 - Pork chops
 - Pork fillets and steaks
 - All other pork
- As for beef, the selected cuts include:
 - Beef steak - more expensive
 - Beef steak - less expensive
 - All other beef and veal

This selection of cuts ensures a comprehensive and representative sampling of the fresh meat available in the market.

Selection of purchase points within supermarket chains and within a region

- Suitable outlets will be selected within each region based on research conducted on retailers' websites.
- These outlets will be organised into collection routes ("runs") to optimise the number of collections per day.
- Surveyors will emulate average consumer behaviour, selecting specific packages of fresh, chilled meat from randomly designated categories.

We have enclosed the sampling list for the 78 beef and 78 pork samples (files named "Beef list" and "Pork list". in the supporting documents folder.

PLANNING FOR FUTURE SURVEYS (2024-2027)

HallMark is committed to conducting the entire survey and will provide sampling plans for future years by the specified FSA deadlines. The consistent methodology across different types of meats ensures comparability of results and a comprehensive analysis of AMR across the meat sector. Each year's survey design will be subject to FSA approval, ensuring responsiveness, accountability, and alignment with FSA mandates and expectations.

2. PROPOSED SAMPLING METHODOLOGY AND JUSTIFICATION OF THE APPROACH

Introduction

HallMark is committed to conducting the sampling and transportation of collected samples to the laboratory with utmost care and precision. Our approach emphasises robust sample identification, accurate data recording and sharing, proper sample handling techniques to prevent cross-contamination, and ensuring the freshness and integrity of the samples through appropriate temperature controls and storage. We recognise the importance of close collaboration with the testing laboratory to ensure seamless sample handling, agree on delivery times, and facilitate the transfer of sample information.

2.1. Preparation (prior to sample collection)

To ensure smooth operations, HallMark has established national systems for equipment provision. We will supply all necessary and essential equipment that conforms to the expected requirements and quantity. Our procurement process involves sourcing from approved and reliable suppliers such as Icertech. Central storage facilities are in place to house and dispatch sampling equipment.






Before sampling commences, surveyors will receive an equipment form and are required to check the delivered equipment against this form. Confirmation of receipt or notification of non-delivery of equipment and accompanying documents will be promptly communicated to the sampling operations team. We maintain a sustainable approach by


recycling or repurposing any leftover consumables and equipment for future projects, minimising waste and promoting environmental responsibility.

2.2. Equipment

Each surveyor will ensure they have the following items for the collection of samples:

Table: Sampling Kit Unit Summary

Item	Use	Supplied by	Image
Cool box and ice elements	To keep samples cooled during transport, before final packing	Surveyor's own	
Grip seal clear polythene bags	To contain 1 sample per bag to prevent cross-contamination; then placed into a tamperproof sample bag with unique sample number	Supplied centrally by HallMark	
Tamperproof sample bag with unique number	To contain 1 sample (which is already contained in a clear grip seal bag)	Supplied centrally by HallMark	
Sharpie Permanent Marker	To write Shipping details	Supplied centrally by HallMark	
Self-adhesive Document Wallets (to contain the laboratory submission letter)	The self-adhesive pouches serve as shipping labels, with the address of the laboratory showing through clear polythene.	Supplied centrally by HallMark	
Sample Protection Material such as bubble wrap, loose packing peanuts, recycled shredded paper etc.	To protect samples from getting damaged inside the consignment box.	Supplied centrally by HallMark	
Ice-Pads	Submerge in water until plump. Place in freezer 6-8 hours before use.	Supplied centrally by HallMark	

Icertech Insulation boxes and Icertech chill packs	For temperature-controlled sample packing	Supplied centrally by HallMark	
Packaging Tape	To seal the consignment box for dispatch.	Supplied centrally by HallMark	

We have carefully selected the above equipment based on its cost-effectiveness and proven performance.

2.3. Sampling Documents

The following sampling documents will be supplied to each surveyor and used in the collection process:

Sampling Document	Description
Sampling Instructions Document.	This provides information for the Surveyor, including the clearly defined methodology to follow. Surveyors must follow the correct procedure for the collection of samples, as described in this document
Sampling Steps Checklist.	A laminated tick list containing all important sampling steps to aid in following the sampling methodology.
Sample Request Form (weekly shopping list)	This contains weekly sampling information such as type and numbers of samples, retailer(s) group, region; purchase location number and name, product categories etc.
Data Collection Form (Offline-printer friendly)	Used for survey data collection at the time of purchase, packaging, and dispatch.
Online Survey Data Collection Form	Required for sample logging and reporting data back to the HallMark Operations Team and the selected laboratory. The HallMark Sampling systems (HMX) can be accessed using almost any web browser, including mobile smartphone and tablet browsers.
FSA Notification Leaflet	To notify small retailers at the time of purchase.
Laboratory submission letter Document	To be sent with the batch of collected samples to the laboratory.
Shipping labels	Self-adhesive Document Wallets: the self-adhesive pouches serve a double purpose as shipping labels and contain relevant documents/information, with the address of the Laboratories showing through the clear polythene.

- | | |
|--|--|
| | <ul style="list-style-type: none"> - Courier labels - Packages must be clearly labelled "PERISHABLE" |
|--|--|

2.4. Sample Request Notification

HallMark Operations Team will assign collections to Surveyors each week using the HallMark Sampling System (HMX).

The Sample Request Form or Shopping lists can be downloaded from the HMX data system online.

The shopping list contains:

- The list and numbers of samples to be obtained each week.
- Retailer(s) name and address
- Region; purchase location number and name
- Region including purchase location number and name.
- Food item and food Category
- Further detail on description/purchasing instructions.
- Advice for the selection of a specific product
- Storage Temperature requirements at laboratory (Frozen or Chilled)
- Packing Requirements
- Laboratory delivery address

2.5. Retail Sampling Process

Sampling Request Form:

- Surveyors will consult Sampling Request Form and organise collections for that week.

Sample purchase:

- Samples are collected at random from the refrigerator cabinet – preferably from the back where, generally, the fresher samples are located, and the temperature is likely to be lower.
- Samples will be purchased early in the day, so they can be sent on the same day to the laboratory.

Notification to retailers:

- For 'Small Retail Outlets', Surveyors will issue a leaflet from the FSA to inform them at the time of purchase that samples have been taken from their establishment and what it will be used for. The leaflet will be issued once samples have been purchased to avoid outlet owner's participation issues. Hard copies of the FSA Notification Leaflet are supplied centrally by HallMark Operations Team together with the other documentation and the relevant equipment.

- Surveyors do not need to provide the FSA Notification leaflet to 'large retail outlets'. The HallMark Operations Team will notify their headquarters, rather than providing a letter to the individual store manager at the time of purchase.

Photographs:

- Microbiological Survey protocols require high-resolution digital photographs to be taken of the samples on receipt at the analysing Lab. Photographs are to be taken before the samples are packed and dispatched to the laboratory, which shall include the labelling including front, back, peel and reveal labelling and the unique sample number. This will ensure that all product information, including durability dates, are included.

- Photographs taken by the Surveyors are uploaded in the HallMark Sampling System (HMX). Similar to previous surveys, access will be given to the selected Laboratory as part of data transfer and innovative solutions.
- Any photographs taken outside the laboratory environment will be taken with the sample inside the transparent large grip seal bag to avoid cross contamination.

Packaging and temperature control:

- Samples are placed inside a large, sterile, grip sealed bag to ensure cross contamination with other samples, hands and surfaces is avoided. (See cross contamination precautions section below)
- The bag containing the sample will be placed inside a tamperproof sample bag and sealed. This provides the identification of each sample through individual numbering and barcoding (unique sample number), plus a tear-off receipt at the top of the bag which carries the same number as the bag. The number must be quoted in any correspondence about the sample. Once sealed, the bag will not be opened until the sample has reached the laboratory.
- Samples will be kept chilled from the time of sampling until delivery to the laboratory by storing them inside the Insulated Shipping Box containing gel freezer packs. Freezer packs will be placed in a freezer at least 48 hours before sampling and are held frozen until use. These will be kept away from direct contact with the samples using the polystyrene divider or bubble wrap. Bubble wrap is also used to secure the sample in the box when loose.
- Insulated Shipping Boxes are to be closed securely. It is important that a box is not left open or closed without gel freezer packs for any length of time as this may damage the sample. Packaging tape is used to seal the consignment box for dispatch.
- Once sealed, an adhesive address label (provided) is attached to the outer carton across the sealed joint.
- A laboratory submission letter is completed for each box consignment and placed in the self-adhesive document wallet adhered to the consignment box. The number of samples in a consignment box will correlate with the number entered on the form. The self-adhesive transparent document wallet is adhered to the outer surface of each consignment box and acts as an address label for the relevant laboratory.
- The sealed consignment box is finally placed in a cool area/cool room and away from direct sun light/heat until dispatch is arranged.

Dispatch of samples:

- Samples will be dispatched to the Laboratory from Monday to Wednesday only, avoiding bank holidays and public holidays, so the samples do not arrive outside of laboratory hours.
- Samples will be delivered to the laboratory with a target of a maximum of 24 hours from purchase. To achieve this, we use City Air Express, which guarantees delivery before 10.30 am the following day. If the laboratory is close to the home address of the Surveyor, close to the outlet or along the route of the Surveyor's journey, the Surveyors would deliver the samples to the laboratory directly in their own vehicle.

2.6. Cross-Contamination Precautions

It is essential that cross-contamination is avoided during the retail sampling process and that samples are transported to the nominated laboratory under defined protocols and time restrictions. Precautions will therefore be taken at all stages to ensure that the equipment used during sampling, transport and storage is not contaminated with the pathogens investigated in the Survey. Briefly a single sample from the selected retailer is to be collected and placed into one of the large grip seal bags, sealed and then placed into a second numbered large tamperproof sample bag and sealed. The samples are to be packed into the chilled Insulated Shipping Box and sent to the selected laboratory for testing.

Surveyors will take the following steps to ensure avoidance of cross contamination:

- Each sample will always be kept separate from other samples on the same day of collection.
- Handling, wrapping, and packing of one sample at a time.
- Each sample will be placed into a separate large grip seal bag, which will be sealed immediately to avoid the risk of cross-contamination until testing can take place.

- Not re-using sampling equipment unless disinfected by the lab (to be agreed with the lab). Correct packaging and temperature control is paramount; temperature and package integrity will be checked and recorded on arrival at the laboratory.

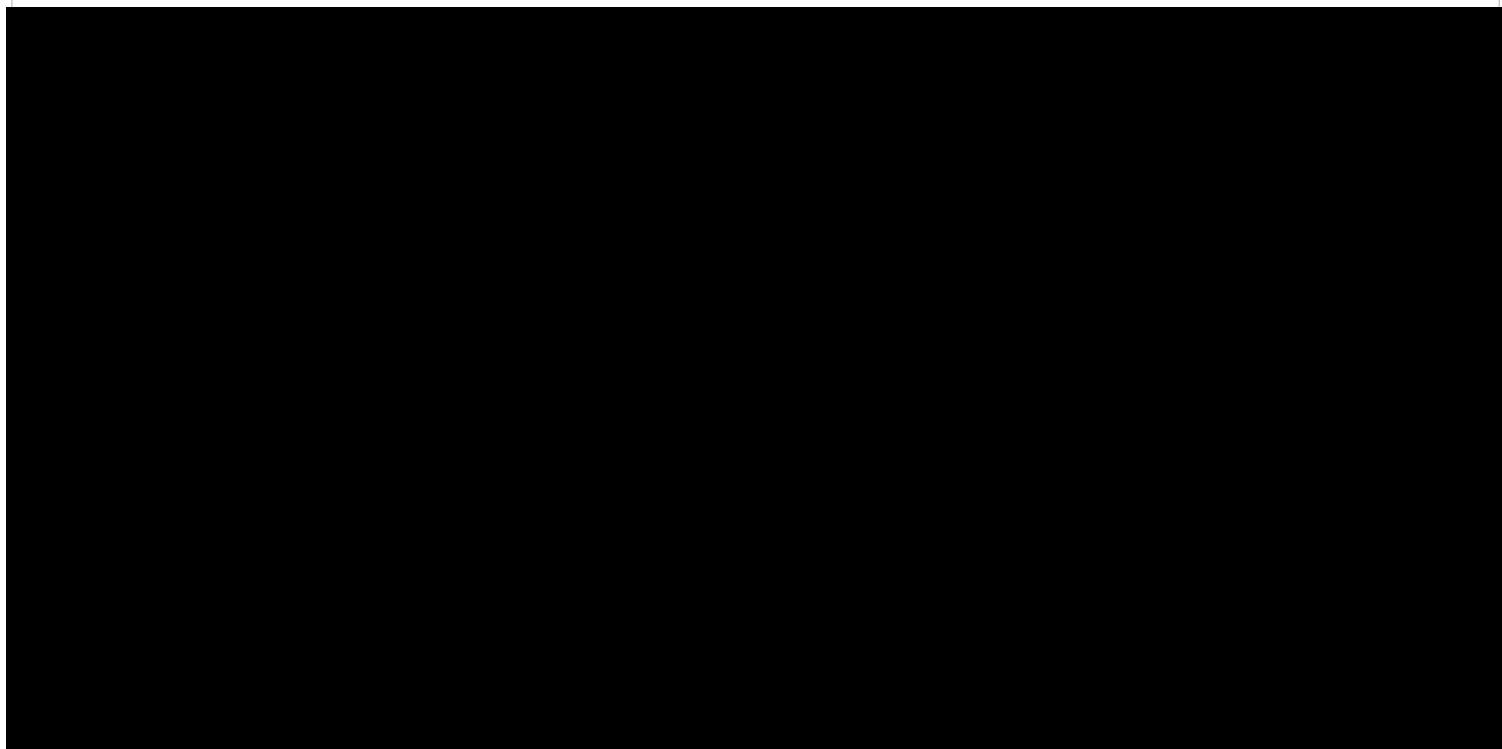
2.7. Data Collection of Sample Information & reporting Data to HallMark, Laboratories and FSA

HallMark is committed to ensuring the timely sharing of sampling details with AFBI and the FSA in an agreed accessible format throughout the project. We have implemented a comprehensive data management system and communication protocols to facilitate this process. Our approach includes the following:

Data Management System:

We have developed a robust data management system, the HallMark Sampling System (HMX), which enables efficient storage, organisation, and retrieval of sampling data. This system ensures the integrity and security of the data throughout the project duration. The HMX allows for real-time data entry, providing live access to sampling details, eliminating the need for version control. Leveraging the capabilities of our HMX system, we can promptly share sampling details from specific retail products containing isolates of E. coli with specific AMR-related health risks to AFBI and the FSA for potential RES-ALERT updates. This enables us to effectively communicate critical information in a timely manner, facilitating prompt actions and response as necessary.

Screenshot of the HallMark Sampling System (HMX)



Sampling Data Recording:

Surveyors are required to record detailed information about the samples collected, adhering to the agreed protocols. This information guarantees traceability of the samples and includes essential data as per specification requirement, such as date/time of purchase, sampling location (ITL3), retail outlet details, brand name, food category/meat cut, packaging information, and more. Additionally, photographs of all labelling, including front, back, and peel and reveal labels, are uploaded to ensure accurate product information capture.

2.8. Quality Control

As part of our quality control measures, our central support team conducts remote monitoring of the HMX system. The recorded data and uploaded photographs are thoroughly checked against each sample to ensure accuracy and completeness. This quality control process ensures that the required product information, including durability dates and instructions, is included in the documentation. Each photograph is linked to the unique sample number to allow for traceability.

2.9. Data Transfer

The HMX system facilitates seamless data transfer to both laboratories and the FSA. The data is transmitted in real-time as it is entered into the system, enabling tracking of the sampling process and eliminating the need for version control. This timely data transfer ensures that AFBI and the FSA have access to the most up-to-date sampling details.

2.10. Testing and Laboratories Feedback

On receipt of the samples, the laboratory will verify the information recorded by the surveyor and check the integrity of the packaging. Samples with damaged packaging or temperatures above 8 degrees Celsius will not be tested. Any rejected samples will be noted, and HallMark will coordinate with the surveyor to collect additional samples if necessary. The laboratory will provide feedback through the HMX system, confirming sample acceptance and adding the sample findings to the documents. Additionally, a monthly Excel spreadsheet of samples will be provided to the testing laboratory and the FSA for their records.

Through these comprehensive data collection, management, and reporting processes, HallMark ensures accurate and timely sharing of sampling details with AFBI and the FSA.

2: 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.

Overview

Our project plan is comprehensive and based on a sound process design that ensures quality and delivers final reports in line with the expectations of the FSA. It will be further refined and validated through the upcoming FSA clarification meetings, where we will confirm satisfaction with the sampling methodology, preparation, collection, and equipment readiness. We have also adopted the innovative HallMark Sampling System (HMX), a customised software solution tailored to meet the specific requirements of this project. Additionally, we have implemented a parallel Surveyor training program to ensure

proficiency in data collection. Our commitment is to deliver all objectives and deliverables on time, meeting the high-quality standards set by the FSA.

Introduction

This section outlines the tasks and sub-tasks necessary to achieve the objectives outlined in Section 1B of this application. A detailed project plan, including linked objectives, deliverables, deadlines, and resource allocation, can be found at the end of this section. This visual flowchart illustrates the proposed plan in its entirety.

Contract awarded and signed

Expected completion by 28th September 2023

1. Survey Pre-Design

Objective 1: Design a pragmatic and cost-effective sampling plan, which is based on relevant data, is fit for purpose, realises the scientific objectives, and ensures the methodology is clearly recorded and consistent for all parties.

We propose a sampling plan and methodology as described in the scientific approach/scope of work. Our design remains flexible to accommodate potential changes and will undergo FSA peer review and approval before implementation.

2. Project initiation meeting(s)

Expected completion by 4th September 2023

2.1. Project Initiation meeting with FSA

Objective 2.1: Ensure that all information relevant to the project concerned has been provided or requested and HallMark has full understanding of the sampling specification to meet FSA objectives and expectations.

The sampling phase is scheduled to take place from September 2023 to December 2023. We anticipate conducting the project initiation meeting promptly following the award of the contract, aiming for a meeting date no later than September 4, 2023.

After the contract has been awarded, the HallMark Project Manager, along with the RVC consultants, will collaborate with the FSA to address any further clarifications or discussions required regarding the sampling plan. Our objective is to ensure that all relevant information pertaining to the survey has been shared and requested, fostering a clear understanding of the sampling specifications. We will also coordinate with the laboratory to establish cohesive protocols where possible. Communication regarding sampling queries may occur through face-to-face meetings, email correspondence, and phone calls.

During the project initiation meeting, we can provide a demonstration of the HallMark Sampling System (HMX) to AFBI and the FSA. This will enable us to confirm the preferred accessible format(s) for transferring and storing all sampling data. The HMX system grants access to relevant sampling data and accompanying photographs, facilitating efficient data management and analysis.

2.2. Project Initiation meeting with laboratory (Sample plan synchronisation)

Objective 2.2: Ensure consistent communication of data and sample labelling between collection and the Laboratory performing the analysis.

The selected laboratory for this project is the Food Microbiology Laboratory at the AgriFood Biosciences Institute (AFBI) located at Newforge Lane, Belfast.

Sample plan synchronisation is a crucial aspect of the project to maintain adherence to sampling requirements and align with sample testing timelines as stipulated by AFBI. Close collaboration with the AFBI testing laboratory is essential for proper sample handling, agreement on delivery times, and seamless transfer of sample information. Both sample collection and transportation processes will take into account the laboratory's requirements to ensure compliance.

Whenever possible, the project initiation meeting with the FSA will be conducted jointly with the laboratory. HallMark will liaise with the laboratory responsible for the analysis to verify the sampling plan and establish necessary handover protocols. We already have a strong working relationship with the selected laboratory through our involvement in previous microbiological surveys. This familiarity with their handover protocols and regular communication enables smooth coordination. The integration of HallMark's sampling database with the laboratory and the FSA provides an ideal solution for efficient data management.

We will aim to confirm the following information with the laboratory during the project initiation meeting:

Sampling Requirement	Description
Laboratories key contacts	<p>All samples will be delivered to:</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED] surveys, the key points of contact at the laboratory are likely to be:</p> <p>- [REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>
Determine Laboratories capacity and schedule	<ul style="list-style-type: none"> - Proposed schedule to be agreed upon with the laboratory (Please refer to the table at the end of this section for the proposed schedule of sample collection) - Maximum of 7 samples per delivery day or 20 per week to ensure adequate capacity
Labelling protocol	<ul style="list-style-type: none"> - HallMark will confirm with the laboratory the relevant submission sheets and labeling protocols to accompany samples. - Traceability of samples will be ensured through completion of the laboratory submission letter
Sample numbering	<ul style="list-style-type: none"> - HallMark will provide tamper-proof sample bags with printed unique sample numbers, guaranteeing one individual number per sample. - We have successfully used this system with the laboratory in previous projects

Temperature conditions and confirm sampling equipment	- The laboratory will be responsible for recording the sample temperature upon arrival
Delivery arrangements	- Samples will be collected and delivered to AFBI between Monday to Wednesday to help minimise laboratory testing analysis costs.
Establish/confirm the data reporting requirements	- The HallMark Sampling System (HMX) has been agreed upon as the data transfer solution, and we expect to continue using it for this project
Confirm testing and laboratory feedback protocols	<ul style="list-style-type: none"> - This includes confirmation of acceptance and notification of sample rejections. - Any feedback, including the rejection of samples, will require the laboratory to notify HallMark through the HallMark Sampling System - HallMark will confirm with AFBI and the FSA which samples were rejected for not meeting the project parameters, and we will coordinate with the sampler to collect additional samples if necessary

The collaboration and agreement reached during the project initiation meeting with the laboratory will ensure a smooth and effective partnership for the successful execution of the project.

3. Establish the Sampling Project Plan and Methodology

Expected completion by 11/09/2023.

The Sampling Project Plan serves as a comprehensive document that outlines the timelines, objectives, deliverables, sampling frames, responsibilities, participants, and full project cost. It is a dynamic plan that will be reviewed and amended by the HallMark operations team in light of the clarification meeting(s). This ensures that the plan aligns with the agreed-upon sampling methodology and project requirements.

As part of the plan development process, detailed purchasing instructions will be formulated closer to the designated time. These instructions will encompass the following aspects:

- Logistics of the sampling collection: Confirmation and testing of the logistics arrangements will be carried out to ensure a smooth and efficient process for sample collection.
- Availability of Surveyors: Adequate measures will be taken to ensure that qualified Surveyors are available to fulfil the requirements outlined in the sampling plan.
- Supply of Sufficient Equipment: The necessary equipment required by the Surveyors will be provided to enable them to conduct the sampling activities effectively.
- Methods of Dispatch to Laboratory: The most reliable and consistent methods for dispatching the collected samples to the laboratory for analysis will be confirmed and implemented.

The provisional target is to complete the establishment of the Sampling Project Plan and Methodology within one week of the Project initiation meeting(s), with the aim of achieving this milestone by 11/09/2023.

4. Authorisation of Sampling Project plan, cost and methodology. (peer review of design by FSA)

Objective 3: To ensure the plan is fit for purpose, agreed by FSA and Laboratories and within the FSA objectives

Deliverable 1 (D1): A comprehensive Project plan defining all sampling work and reporting to be undertaken, Scope of Work, and Pricing Schedule, as agreed with the FSA by the specified date.

Upon the award of the contract and completion of the Project Initiation meeting(s), HallMark will submit a more detailed sampling design, if required, to address any additional clarifications raised during the discussions with the FSA. This design will further refine the sampling methodology and ensure its alignment with the project objectives.

The Project plan, encompassing all aspects of the sampling work, reporting requirements, Scope of Work, and Pricing Schedule, will be developed and shared with the FSA for their review and approval. This plan will be submitted via email for verification and endorsement (Signed Form A) before the commencement of the project activities. HallMark will diligently address any feedback received from the FSA, make necessary amendments, identify potential risks, and seek the required authorisations.

The provisional target is to complete the authorisation process within two weeks of the Project initiation meeting(s), aiming to achieve this milestone by 14/09/2023. This timeframe allows sufficient time for the FSA to review the Project plan, provide feedback, and ensure that all elements of the plan meet the required standards and align with the objectives of the project.

5. Project Launch

Objective 4: Ensure effective communication to all internal and external stakeholders regarding the project commencement.

Upon receiving FSA authorisation, the project will be officially launched, marking the start of the survey activities. Our target start date is set for 15th September 2023, providing adequate time for all necessary preparations and ensuring a smooth transition into the sampling phase. The project launch signifies the commitment to carry out the survey in accordance with the approved plan and objectives.

6. Sampling Preparation

This section outlines the essential activities required to ensure efficient and accurate sample collection by adequately preparing our resources. Our primary focus is on equipping Surveyors with a clear understanding of their roles and responsibilities, enabling them to execute the sampling program smoothly and efficiently. The subtasks related to sampling preparation, outlined below, are scheduled to commence upon tender notification award, estimated on 28/08/2023.

6.1. Confirmation of the Workforce

Objective 5.1: To identify/confirm suitable and sufficient office staff and Surveyors and to ensure resources are in place to deliver efficient and accurate sample collection.

Expected completion by 11/09/2023.

The list of selected Surveyors will be incorporated into the sampling list spreadsheet, ensuring transparency and accountability in the allocation of samples. Prior to the project launch, HallMark has already pre-identified a pool of 4 competent Surveyors located throughout Northern Ireland. Additionally, we have an adequate number of office staff in place to support the project

requirements. Once the plan is authorised, specific individuals will be assigned samples, and their names will be confirmed accordingly. Each Surveyor will be responsible for collecting samples from one or more designated locations. In the event that additional Surveyors are required, HallMark possesses the capability to promptly allocate the necessary staff resources. Consequently, any unavailability of a particular staff member will not impact the overall project timeline.

By completing the confirmation of our workforce by 11/09/2023, we ensure that all necessary personnel are identified and prepared to undertake their roles effectively, guaranteeing a seamless execution of the sampling program.

6.2. Training

Objective 5.2: Provide comprehensive and verified training to all Surveyors, ensuring consistent instructions and guidance for achieving uniformity in sample collection.

6.2.1 Finalise Surveyors training pack & Test

Expected completion by 15/09/2023.

HallMark has accumulated training materials from previous AMR surveys, which will be reviewed and updated as necessary to align with the specific requirements of this project. The HallMark Sampling Operations team will diligently finalise the relevant training materials, including PowerPoint presentations and a comprehensive training schedule. The objective is to ensure that all training materials are accurate, up-to-date, and tailored to effectively train the Surveyors.

6.2.2 Delivery of the training

Expected completion by 18/09/2023.

Prior to the training event, each Surveyor will receive the Sampling Instructions Document, providing them with essential information and guidelines for sample collection. It is imperative that all samples are collected strictly in accordance with the instructions outlined in this document to maintain consistency and reliability throughout the survey.

To facilitate effective project alignment and create a shared understanding of the project's objectives, challenges, and solutions, a project start-up webinar workshop will be organised. This webinar will serve as a refresher training session, particularly for Surveyors who have previously participated in similar beef and pork sampling initiatives. The workshop will ensure that all project staff are synchronised with the project's aims and objectives, promoting a cohesive and collaborative approach to meet deadlines and deliver high-quality outcomes.

6.3. Equipment Preparation and Dispatch

Objective 5.3: Ensure Surveyors are equipped with necessary instructions, sampling equipment, and documents.

Expected completion by 14/09/2023.

HallMark will diligently prepare and assemble all required sampling packs and documents, ensuring that Surveyors are provided with the necessary tools and resources to carry out their sampling activities effectively. We will verify that each sampling pack is complete and contains all essential components before dispatching them to the designated Surveyors.

6.4. Configure Sample Software (HMX) and Test

Expected completion by 05/09/2023.

To streamline data collection, minimise human error, and enhance communication efficiency, HallMark utilises a customised sampling software called HMX. This software is specifically designed to facilitate data management, allowing multiple users, including the FSA and Laboratory, to access and utilise the system simultaneously. The HMX software can be tailored to meet the specific sampling requirements of each project.

Given our previous experience with similar projects, our HMX system is already configured and tested. We will upload the relevant data specific to this project into the system, ensuring it aligns with the specified requirements. The HMX system is fully adapted and includes all the necessary information related to the samples as per the project's specifications. Additionally, the system enables real-time reporting, allowing for progress updates to be shared with the FSA and facilitating laboratory scheduling for efficient sample processing.

7. Execution of Sampling Plan and Reporting
Sampling Commences: 18/09/2023 to 13/12/2023.

We propose to initiate sample collection on 18/09/2023 (pending schedule agreement). The project has been designed based on the following assumptions:

- A 4-month sampling project with deliveries spread across September, October, November, and December.
- Sampling to be conducted on Mondays, Tuesdays, and Wednesdays (as preferred by the laboratory).
- Avoidance of bank holiday and half-term weeks.
- 2 sampling weeks per month
- 39 samples per month.
- 6-7 samples per day.
- Average working hours per sampling day per collector: 10 hours (including travel, purchasing, administration, and postage).
- Total hours: 223 hours.
- Number of sampling days during 2023: 22 days.
- Average samples per box: 5 samples per box.

Please refer to the table at the end of this section for the proposed schedule of sample collection.

7.1. Ongoing Quality Reviews

Objective 6.1: Ensure accurate reporting and timely achievement of objectives, deliverables, and required quality levels, driving continuous improvement.

Throughout the project, HallMark maintains open channels of communication with the laboratory and the FSA. Any significant deviations from the agreed contract timetable or other problems will be promptly reported to the FSA by HallMark. Regular progress updates will be provided to FSA NI and AFBI as required. Additionally, progress review meetings may be arranged with AFBI and the FSA if necessary.

HallMark's Sampling System (HMX) allows stakeholders to access relevant sampling information directly. This enables progress updates to be viewed at any point during the project. Furthermore, in compliance with the tender specification, an Excel spreadsheet of samples will be provided to the testing laboratory on a monthly basis, allowing them to add sample findings to the documents. All spreadsheets produced by HallMark will be accurate and thoroughly checked for correctness before being sent.

Photographic evidence of all samples, as required by the FSA, will be uploaded to HMX, where they can be accessed by the FSA at any time.

The quality control mechanisms include:

- Authorisation of outputs as agreed with the FSA.
- Online review of collection progress against the plan, with a dedicated operations team monitoring the work.

7.2. Collection Process

Objective 6.2: Ensure sample collection or purchase by trained and competent staff in accordance with FSA best practice guidance.

The collection process will adhere to the established sampling plan and encompass the production of the final report, as described in the following section.

7.3. Final Sampling Report (Submission of 2023 technical report to FSA & AFBI)

Deliverable 2 (D2): DELIVERY OF FINAL SAMPLING REPORT FOR ALL SAMPLING WORK UNDERTAKEN DURING THE PERIOD. 2023 BY THIS DATE

After completing the sampling in December, HallMark will promptly initiate the process of producing the sampling completion report in accordance with the specification requirements. Within 30 days of the end of the sampling (by 26/01/2024), HallMark will prepare a comprehensive report on the survey design and sampling plan.

The report will be submitted to the FSA and the laboratory in a suitable and accessible format, ensuring compliance with the specified guidelines. As in all the previous AMR projects we have delivered for the FSA, the content of the report will address the key elements outlined in the specification, including:

- Title & project number
- Background of the survey
- Study Design Summary and Deviations from the Sampling Strategy: A concise summary highlighting the sampling strategy employed and any deviations encountered during the process. Any necessary explanations or comments regarding the deviations will be provided.
- Annex 1 - Final Report AMR FS900018b - Data Spreadsheet. This spreadsheet, in MS Excel format, will contain all sample collection data reports. It will provide a summary of relevant figures, encompassing data for all collected samples, and categorise them as Lab QC Satisfactory or Lab QC Rejected samples.
- Annex 2 will feature the Surveyor Notification to Retailers and Brand Owners. For large retailers and brand owners, notifications will be sent following the standard FSA guidelines, and the records of these notifications will be attached to the report. In the case of small retail outlets, Surveyors will distribute a leaflet provided by the FSA.
- Additionally, as in previous AMR surveys, photographic evidence of all samples will be uploaded to the HallMark Sampling System (HMX), allowing the FSA to access the images at any given time. Furthermore, where required, a separate electronic file containing the photographs will be provided to the FSA as part of the final report.

Surveillance of AMR Escherichia coli on fresh (not frozen) meats on retail sale in Northern Ireland (2023)- Detailed Project Plan (illustrating the proposed plan similar to a flow chart).

Task No.	Task and subtasks Name	Target completion date	Resources initials	Objective Number	Deliverable number
	Contract awarded and signed	28/08/2023	FSA		
1	Survey Pre-Design (this document)		FSA, DS, RVC	1	
2	Project initiation meeting(s)	04/09/2023	DS, FSA, Lab		
2.1	Project Initiation meeting with FSA	04/09/2023	DS, FSA	2.1	
2.2	Project Initiation meeting with laboratory	04/09/2023	DS, Lab	2.2	
3	Establish the sampling project plan and methodology	11/09/2023	DS		
4	Authorisation of Sampling Project plan, cost and methodology. Project plan defining all sampling work and reporting to be undertaken, Scope of Work, Pricing Schedule as agreed with FSA by this date.	14/09/2023	FSA	3	D1
5	Project Launch	15/09/2023		4	
6	Sampling preparation	From notification award-28/08/2023	PD		
6.1	Confirmation of the workforce	11/09/2023	PD	5.1	
6.2	Training		PD	5.2	
6.2.1	Finalise Surveyors training pack & test	15/09/2023	PD		
6.2.2	Delivery of the training	18/09/2023	PD		
6.3	Equipment preparation and Dispatch	14/09/2023	PD	5.3	
6.4	Configure the sampling software (HMX) and test	05/09/2023	PD, IT Developer		
7	Execution of sampling plan & reporting	Sampling Commences 18/09/2023 to 13/12/2023	All Staff	6.2.	
7.1	Ongoing Quality Reviews	Ongoing	PD, DS	6.1	
7.2	Collection process	September 2023 to December 2023	Surveyors	6.2	
7.3	Final Sampling Report (September 2023 to December 2023)	26/01/2024	PD, DS	6.1	D2

Proposed Sample Schedule table for the collection of 78 beef and 78 pork fresh meat samples

Months	Sampling days	Proposed dates	Samples Daily Totals	Samples Weekly Totals	Samples Monthly Totals	Samples collected / Area		
						Mr. Gray	Christine Cassey	Mrs. Gray
						BT70 2RD	BT47 6US	BT70 2RD
September 23	Monday	18/09/2023	6	19	39	6		
	Tuesday	19/09/2023	6				6	
	Wednesday	20/09/2023	7					7
	Monday	25/09/2023	7	20		7		
	Tuesday	26/09/2023	6				6	
	Wednesday	27/09/2023	7					7
October 23	Monday	02/10/2023	6	19	39	6		
	Tuesday	03/10/2023	7				7	
	Wednesday	04/10/2023	6					6
	Monday	16/10/2023	7	20		7		
	Tuesday	17/10/2023	6				6	
	Wednesday	18/10/2023	7					7
November 23	Monday	06/11/2023	7	20	39	7		
	Tuesday	07/11/2023	7				7	
	Wednesday	08/11/2023	6					6
	Monday	20/11/2023	6	19		6		
	Tuesday	21/11/2023	6				6	
	Wednesday	22/11/2023	7					7
December 23	Monday	04/12/2023	7	20	39	7		
	Tuesday	05/12/2023	6				6	
	Wednesday	06/12/2023	7					7
	Monday	18/12/2023	6	19		6		
	Tuesday	19/12/2023	6				6	
	Wednesday	20/12/2023	7					7
		Total samples	156			52	50	54

B. DELIVERABLES

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

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

Each deliverable should be:

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

Please insert additional rows to the table below as required.

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

DELIVERABLE NUMBER OR MILESTONE IN ORDER OF EXPECTED ACHIEVEMENT	TARGET DATE	TITLE OF DELIVERABLE OR MILESTONE
D1	14/09/2023	A COMPREHENSIVE PROJECT PLAN DEFINING ALL SAMPLING WORK AND REPORTING TO BE UNDERTAKEN, SCOPE OF WORK, AND PRICING SCHEDULE, AS AGREED WITH THE FSA BY THE SPECIFIED DATE
D2	26/01/2024	DELIVERY OF FINAL SAMPLING REPORT FOR ALL SAMPLING WORK UNDERTAKEN DURING THE PERIOD 2023 BY THIS DATE

3: 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.

Overview

We have provided examples of projects which demonstrate our in-depth and proven expertise in this area. The team are highly qualified and very experienced in undertaking sampling for national surveys.

[Redacted]

[Redacted]

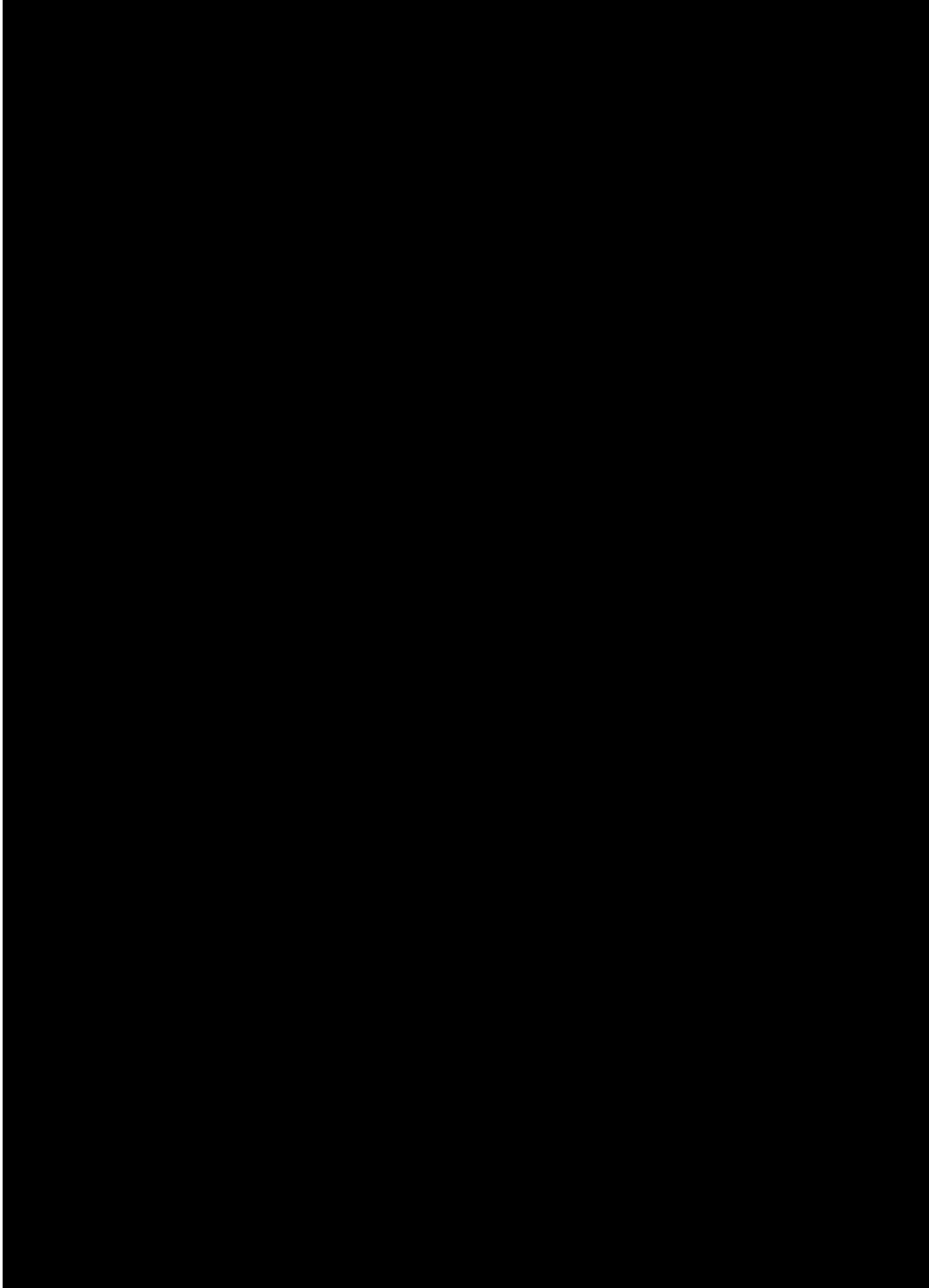
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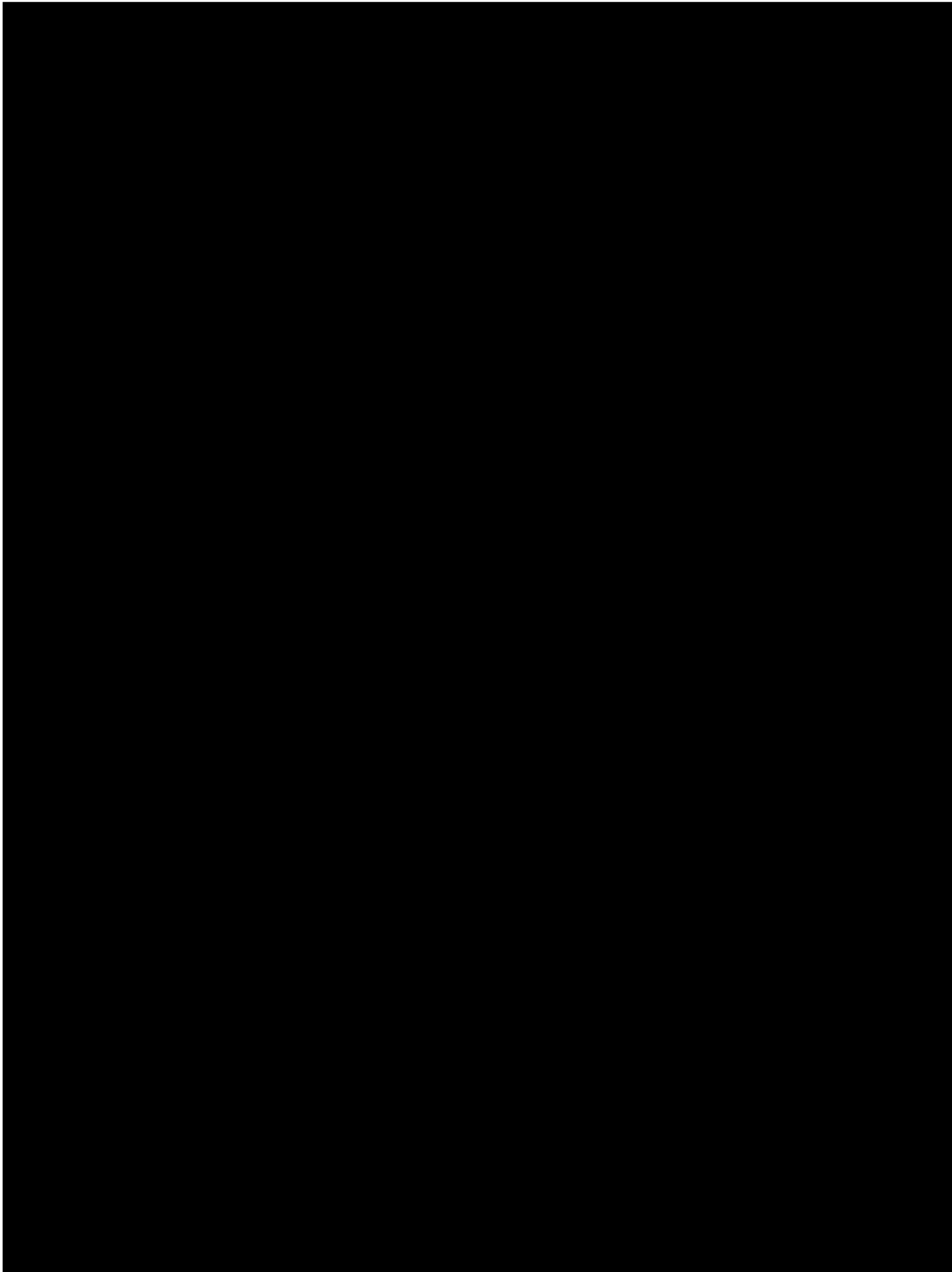
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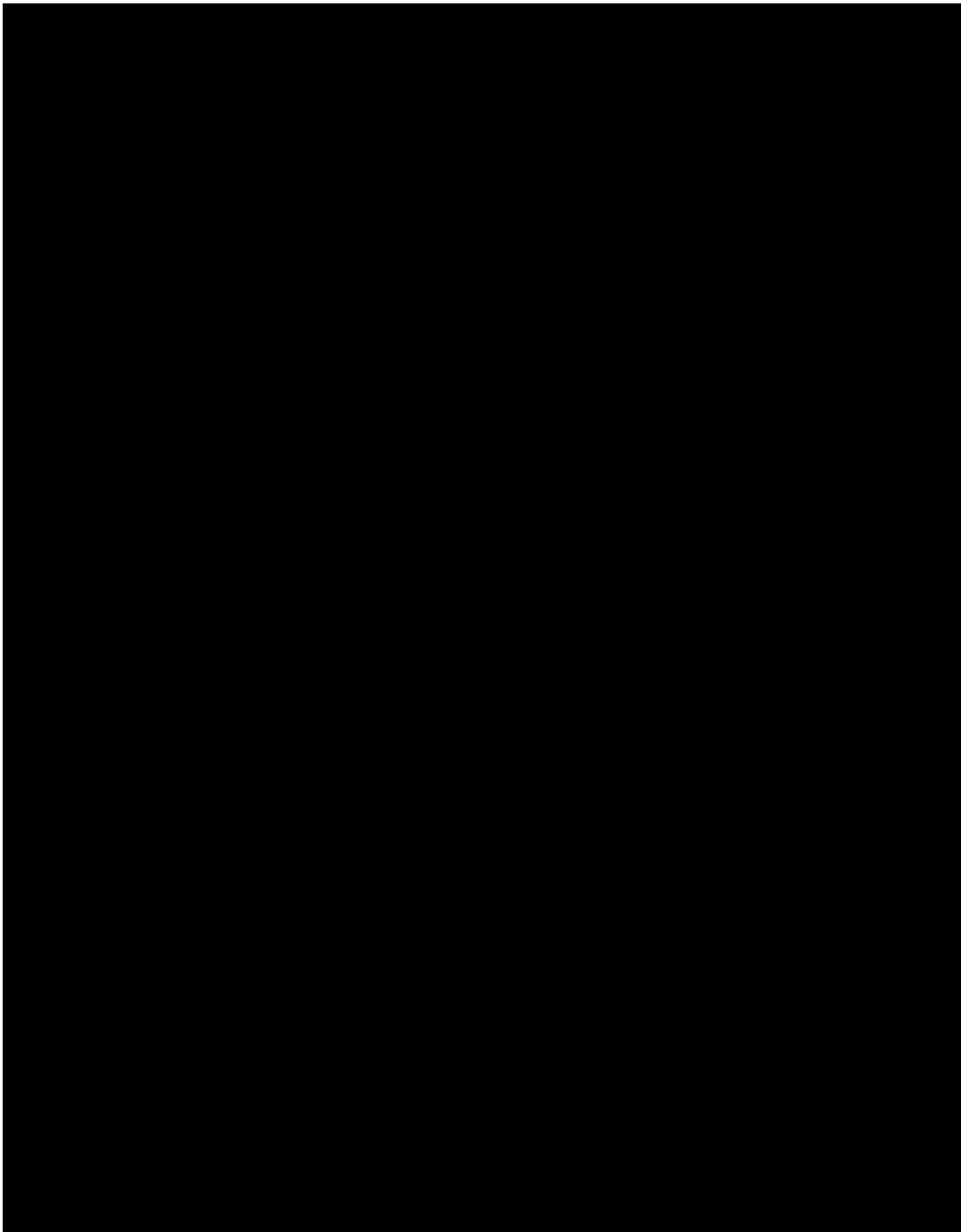
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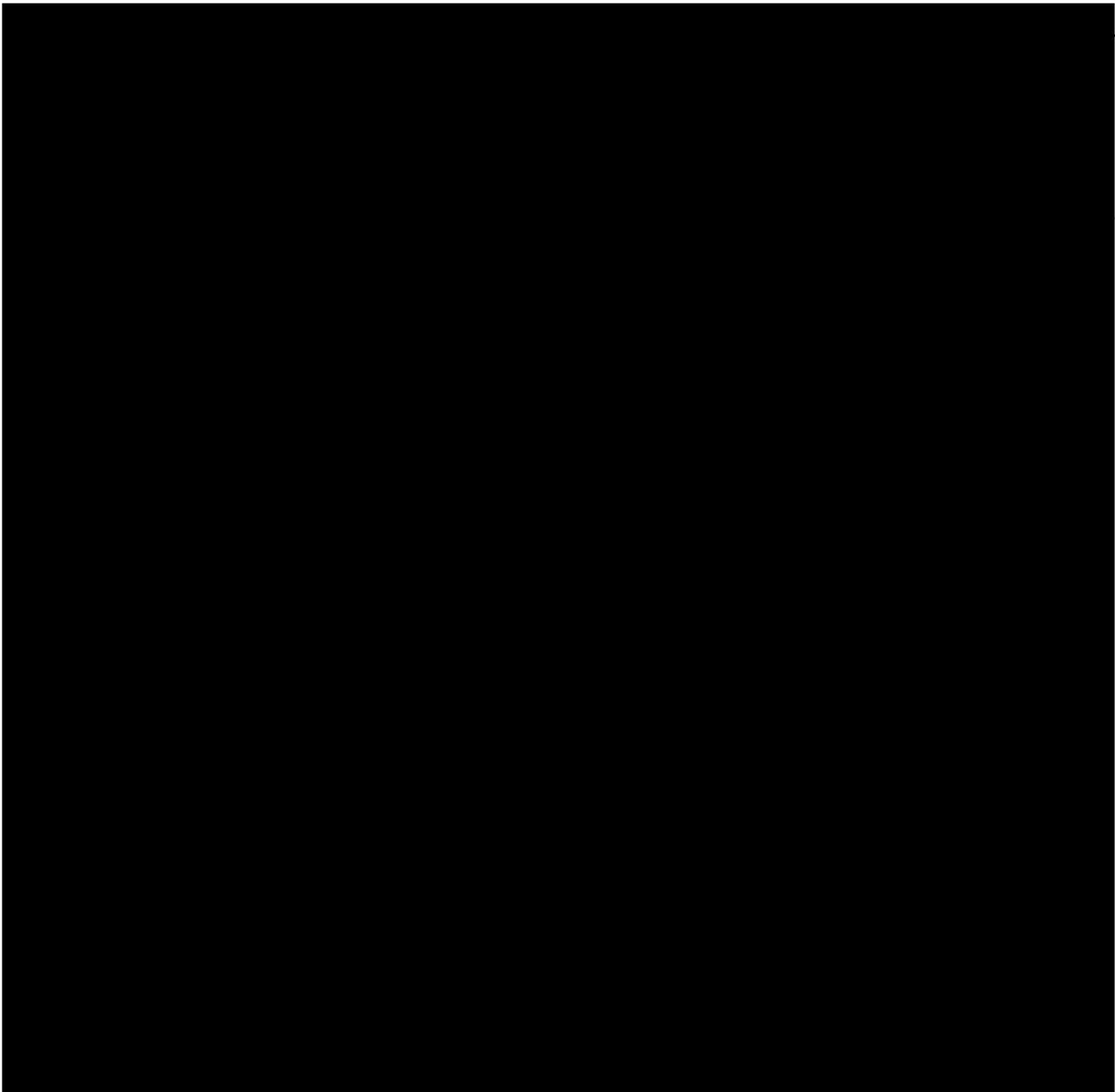
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[Redacted]









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, <u>relevant</u> 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	HallMark Meat Hygiene Ltd
Named staff members, details of specialism and expertise.	
<div style="background-color: black; height: 20px; width: 200px; margin-bottom: 10px;"></div> <div style="background-color: black; height: 50px; width: 700px;"></div>	

[REDACTED]

[REDACTED]

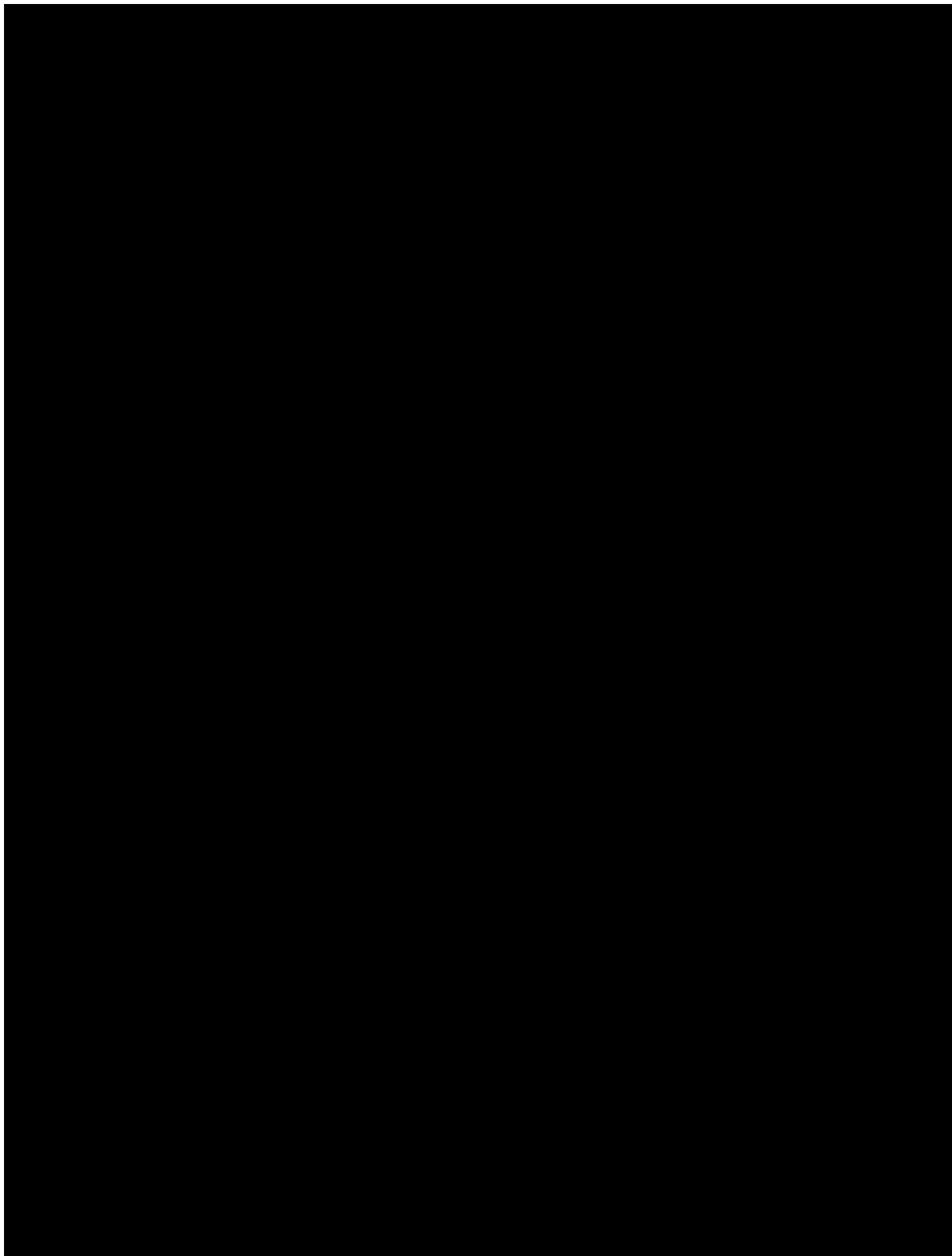
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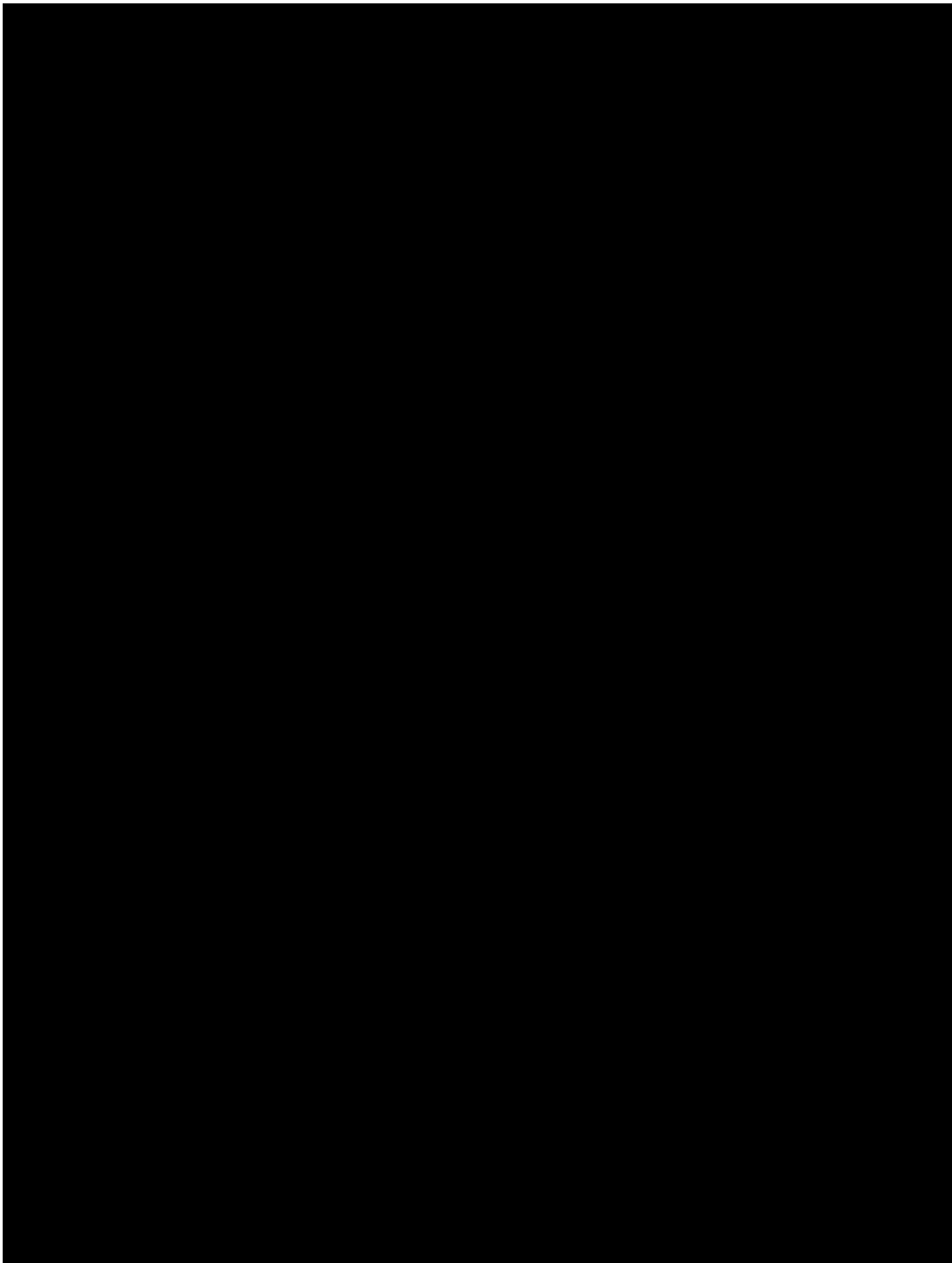
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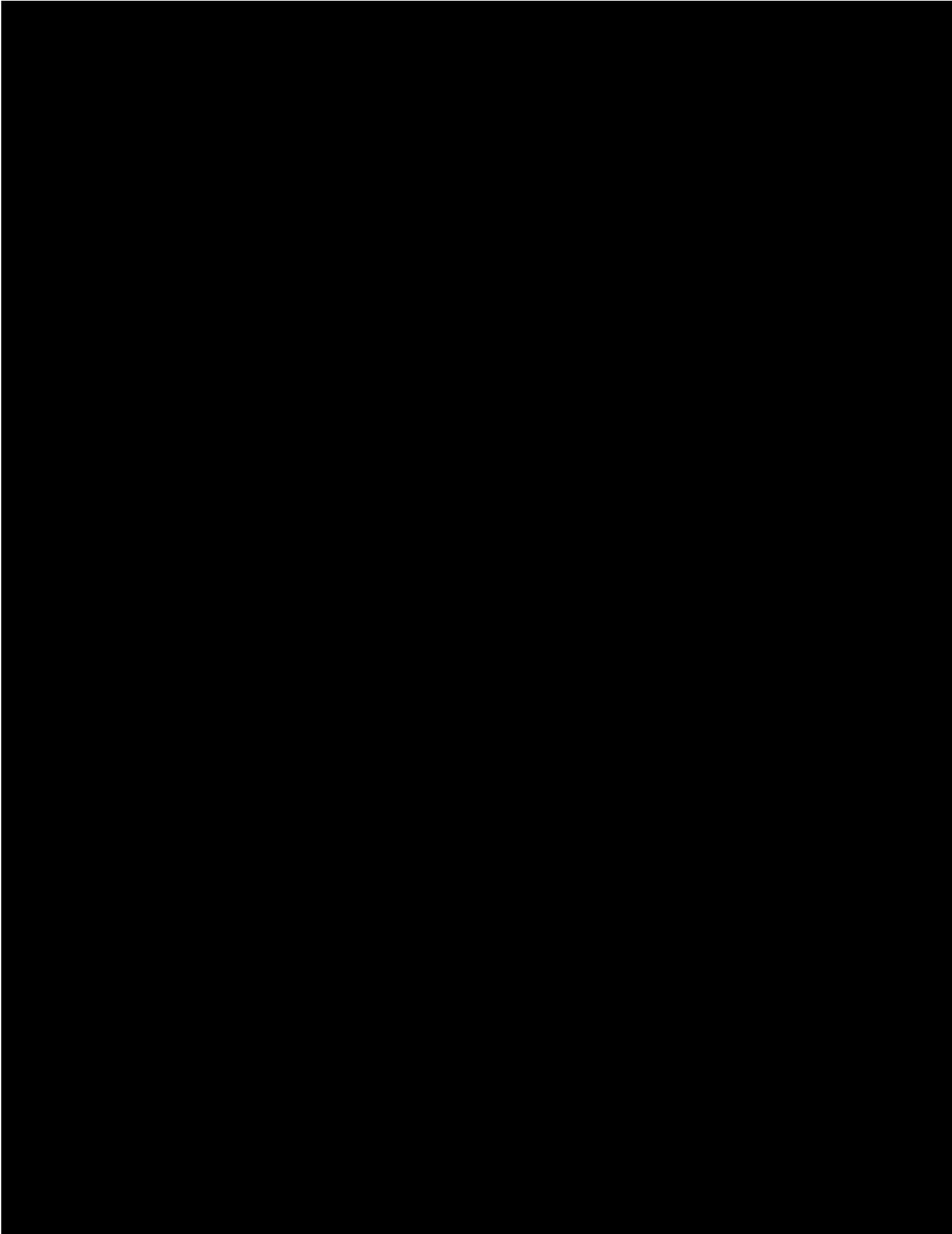
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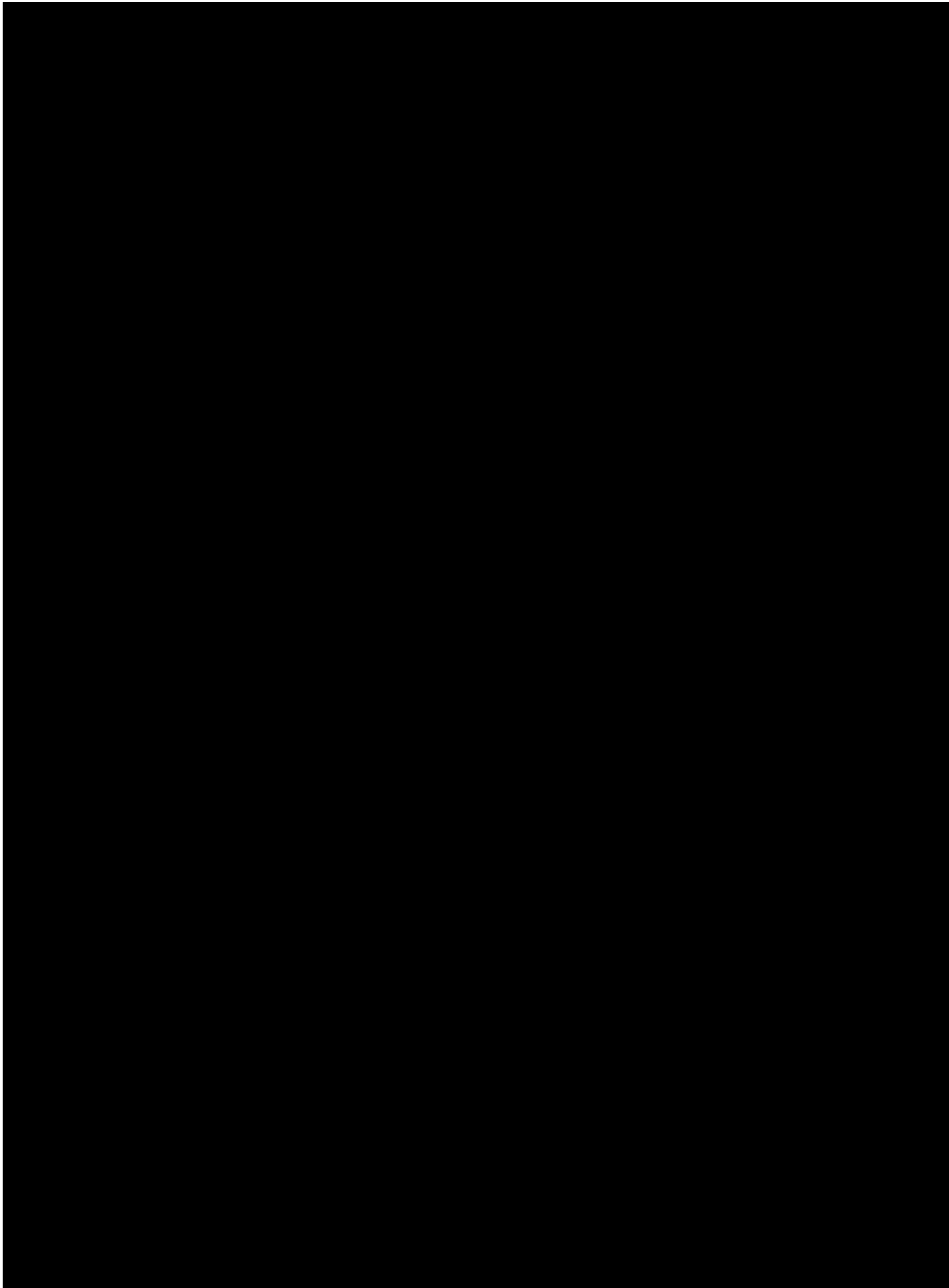
CVs

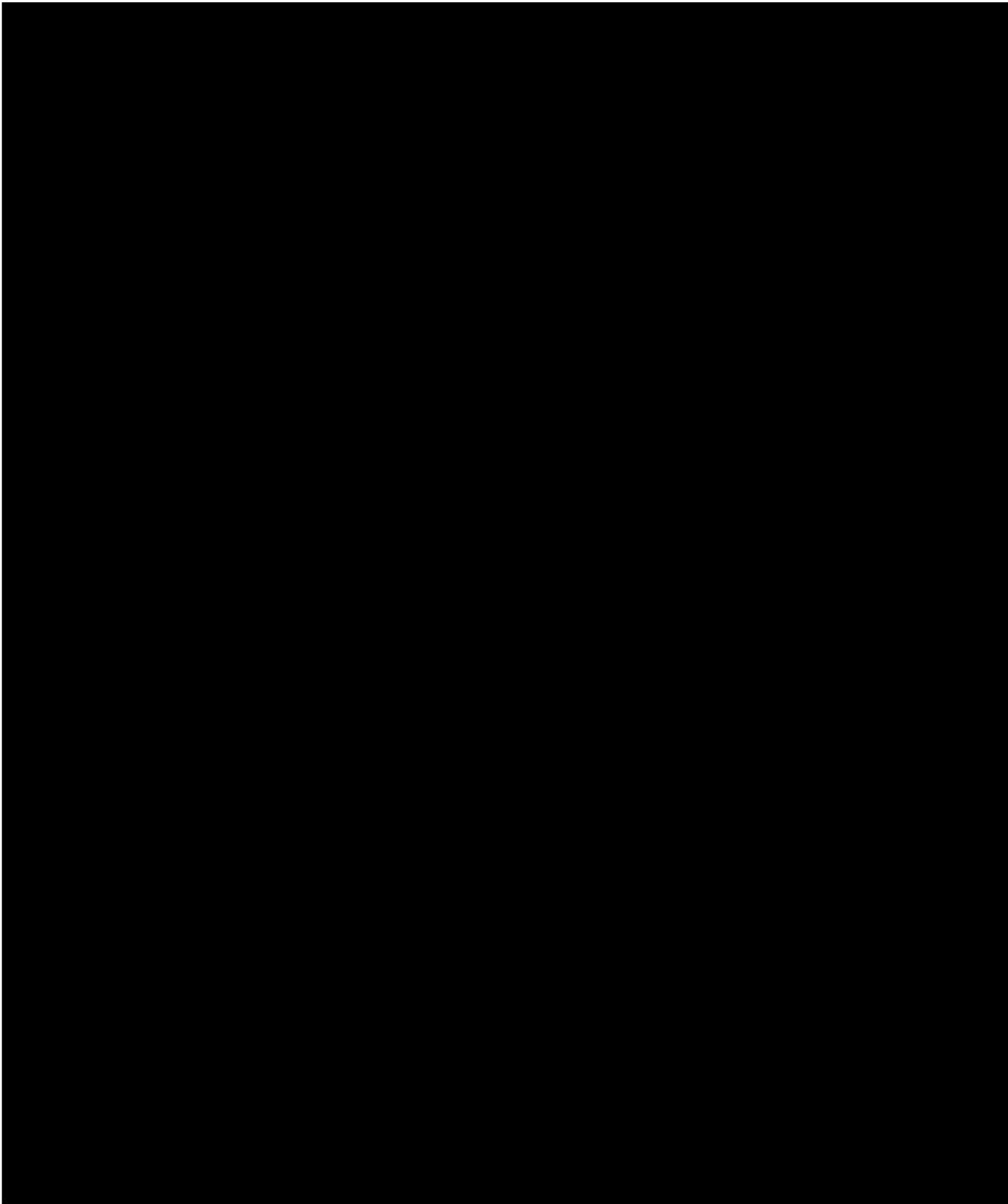
[REDACTED]











C. STAFF EFFORT

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

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

4: 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.

1. PROJECT MANAGEMENT APPROACH

HallMark understands the criticality of effective project management in achieving specific goals within budgetary and time constraints. We have a highly flexible and innovative approach, continuously working to ensure that operations deliver the desired outcomes and meet the required quality standards. We prioritise meeting deadlines and maintaining strict confidentiality. Since July 2013, HallMark has successfully managed the design, implementation, delivery, and completion of multiple FSA Research/Survey projects, consistently delivering on budget and on time.

2. THE HALLMARK SAMPLING OPERATIONS TEAM

HallMark has appointed a highly experienced Senior Project Manager to oversee the project and ensure that objectives and deliverables are achieved within the allocated time and budget while maintaining the required quality standards. The Senior Project Manager is supported by an administrator and statistical experts from the RVC. The entire team, including the laboratory and the FSA, has access to the innovative HallMark Sampling System (HMX), which enables real-time monitoring of project progress. HallMark takes full responsibility for the sample collection process, and the Sampling Operations Team serves as the primary point of contact for FSA project officers and other stakeholders. They are responsible for day-to-day sample management and coordination with the logistics department. In addition, HallMark has a central core team that provides support functions such as HR, Finance, IT, supplier contract administration, and high-level management support.

3. STRATEGIES TO PREVENT BUDGET DEVIATIONS

To ensure budget adherence, HallMark employs thorough planning and detailed financial analysis. All anticipated financial outlays are defined and planned early in the project cycle. The Senior Project Manager works closely with the laboratory and the FSA to establish realistic timescales. The Sampling Project plan, cost, and methodology are authorised by the FSA. Fees are agreed upon with personnel and equipment suppliers before the project commencement. HallMark incorporates working capital

margins to handle unforeseen events, and its financial strength supports the project. Contingency plans are in place to address incidents and ensure effective disaster recovery.

4. STRATEGIES TO ENSURE ON-TIME DELIVERY

HallMark ensures an adequate provision of staff resources by identifying and assigning a sufficient number of Surveyors located in Northern Ireland. Additional staff can be easily sourced if needed, and they receive training before the collection period. The project plan includes consideration for holidays and non-project time. Individual sampling schedules can be modified with the approval of the Senior Project Manager. Contingency time has been pre-planned to address any issues. This comprehensive approach allows for early identification of issues during project initiation, meticulous planning and design, and effective execution with appropriate monitoring and control systems.

5. INTERACTION WITH SURVEYORS

Communication and interaction protocols will be clearly explained to the Surveyors by the Project Manager through training events, webinars, and other necessary sessions. The Project Manager ensures that Surveyors understand the instructions and comply with the protocols by conducting written knowledge tests. Performance monitoring is integral to HallMark's approach, as the quality of service directly depends on staff performance. While the HallMark Sampling System monitors the activity of the teams, active teams maintain ongoing contact (via email/phone) with a member of the Sampling Operations Team. Progress reporting, task completion percentage review against the project plan and risk logs, and discussions on de-risking and implementation opportunities are part of the regular communication. Any issues that arise are reported, and actions to resolve them are agreed upon. Quality checks are also incorporated into the process. Surveyors report their mileage, expenses, and time spent on project tasks to the HallMark Sampling Operations Team on a monthly basis through the HallMark Sampling System. This information is used by the Central team to track effort expended against the plan and budget.

6. COMMUNICATION AND INFORMATION SYSTEMS

The HallMark Sampling System (HMX) is a custom-built platform for managing sampling projects, facilitating the entire sampling process and interaction with Surveyors. The system enables Surveyors to access project sampling data, facilitates central coordination of sample assignment and management, allows scheduling of sampling days, provides access to relevant information for sample collection preparation, records communications related to individual samples, notifies the Sampling Operations Team about completed collections or non-collections, and ensures data accuracy and centralised quality control systems. All HallMark staff members are equipped with mobile phones, laptops, or tablets that include digital cameras, enabling efficient communication and data capture.

7. INTERACTION WITH THE LABORATORY

The Sampling Operations Team maintains regular communication with the laboratory and reports progress to the responsible person. Time is allocated for email and telephone communications. The HallMark Sampling System (HMX) facilitates data transfer and reporting to the laboratory, with real-time tracking of sample data as it is entered into the system. The laboratory can download CSV files containing lists of current sample data.

8. INTERACTION WITH THE FSA

The HallMark Sampling Operations Team manages the single email point of contact, [REDACTED] which is dedicated to project-related communications. The

Senior Project Manager organises regular project meetings with key personnel, ensures timely achievement of contractual milestones and deliverables, takes remedial action when necessary, collates and communicates performance and service delivery data, and provides regular progress updates to the FSA. Immediate communication is maintained with the FSA in case of any problems. Meetings with the FSA and the testing laboratory are scheduled just before proposed deliverable dates to ensure efficient coordination.

9. CONTRACT MANAGEMENT MEETINGS

Working closely with the FSA and the laboratories, HallMark recognises the significance of contract management and ensures adequate contingency provision and seamless overall service requirements. The project plan incorporates regular reviews of timetables and progress to monitor and make necessary amendments. Short-term and long-term issues, as well as contingencies, are discussed during review meetings. HallMark has a dedicated contract management team led by the Head of Delivery, Diego Sprekelsen, and supported by the sampling coordinator, Maria Paz Diez. They maintain regular liaison with the FSA and laboratory representatives, ensuring effective communication and collaboration. The entire team, including other Senior Managers, is available for quarterly and annual review meetings, both physical and virtual, and can accommodate more frequent meetings as required.

10. IN-HOUSE AND EXTERNAL PROJECT MANAGEMENT SYSTEM ACCREDITATION

The HallMark Sampling Operations Team has a proven track record in effectively managing FSA Research/Survey projects since November 2013. While we may not possess specific in-house or external project management system accreditations, our experienced team members bring a wealth of knowledge and expertise to the table. Their extensive experience in successfully delivering projects within the FSA's requirements demonstrates their competency in project management.

By working together cohesively, the HallMark Sampling Operations Team ensures efficient communication and streamlined decision-making processes. With fewer communication channels, information flows more concisely, minimising the potential for misunderstandings and ensuring effective project coordination.

While accreditations can provide formal recognition of project management capabilities, our focus has been on building a team of experienced professionals who have consistently delivered projects on time and to the required standards. Our track record speaks to the effectiveness of our in-house project management practices and the expertise of our team members.

While we continue to strive for excellence and explore opportunities for external accreditations, our years of successful project management experience within the FSA Research/Survey domain serve as evidence of our capability to manage projects efficiently and deliver the desired outcomes.

5. RISK MANAGEMENT

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

Identified risk	Likelihood of risk (high, medium, low)	Impact of Risk (high, medium, low)	Risk management strategy
Lack of funds – budget deviation due to upgraded costs. E.g. Estimates that are excessively inaccurate, overlooked staff effort, travel, training and equipment costs, courier cost, sample size, high number of unassayable samples.	Medium	Low	<ul style="list-style-type: none"> Mitigated best by thorough planning and detailed analysis of financial bid. Funds for all of the anticipated financial outlays are defined and planned for early in the project planning cycle. Role of Project manager to fully understand objectives, and establish realistic timescales in consultation with laboratory, FSA, and Project Manager Preparation of contingency plans. Agree fees with personnel and equipment supplier prior to project commencement. HallMark have built in financial margins to cope with any unforeseen events
Lack of retailer's support/participation including Covid or any other Restrictions	Low	Low	<ul style="list-style-type: none"> Notify the FSA of any issues identified. Small retailers-Notification leaflet provided after purchase to prevent unsupportive behaviours with small retailers. Large retailers: notification to headquarters. Adhere to recommended government Protocols
Misconduct - e.g., Neglecting, not reporting an adverse event in a research experiment, making significant deviations from the research/survey protocol approved, exposing staff to health and safety issues, use unpublished data, methods, or results without permission. Fabricate, falsify, plagiarise or misrepresent data, failing to maintain research/survey data for a reasonable period of time, risks, errors and negligence.	Low	High	<ul style="list-style-type: none"> All personnel associated with the project will be competent to perform the technical, scientific and support tasks required of them. Personnel undergoing training will be supervised at a level such that the quality of the results is not compromised by any inexperience of the Surveyor. All Surveyors will be required to undergo training of Survey Instructions and will need to pass the associated test. HallMark will use staff who have no record of misconduct or poor performance and are good at following instructions and meeting deadlines (right attitude/ behaviour is very important in the selection process) HallMark is committed to the quality of the project process in addition to the quality of science. HallMark confirms that it is aware of the requirements of the Joint Code of Practice.

			<ul style="list-style-type: none"> The disciplinary procedure is designed to help and encourage all employees to achieve and maintain high standards of conduct, attendance, and job performance. Health and safety policy and procedures to be adhered to, including signing HallMark's health and safety awareness.
Resource constraints - incorrect estimate of effort and resources, reduction of workforce, large project not staffed appropriately, sickness, absences; several sampling projects running at the same time	Low	Medium	<ul style="list-style-type: none"> Extra staff are available for contingency purposes. Identifying the quantity of FTEs required is a very important part of the thorough planning before any work starts, and HallMark will always ensure adequate provision of routine staff resources. For this project we have identified sufficient Surveyors in Northern Ireland. Each Surveyor will collect samples in 1 or more locations. If more Surveyors are needed HallMark can easily resource and train additional staff. Train additional staff prior to collection period and deploy contingency staff if needed. Holidays and other non-project time incorporated in the planning. Sampling schedule for the individual can be re-scheduled if approved by Project Manager
Absenteeism - specialist support, consultants, Project Manager or any key personnel of the project team is absent due to other work commitments, sickness, holidays, parental or special leave, death.	Medium	High	<ul style="list-style-type: none"> HallMark recognises that availability of specialist support is key to delivering the project outcomes on time. HallMark will therefore ensure other experts with relevant experience will be available to take over any element of the work should the need arise. At least two staff within HallMark Sampling Operations Team (Diego and Maria) are sufficiently familiar with the project to ensure the project work can be continued in the absence of one of them. RVC and HallMark work with a deputy system to safeguard the continuation of the project
Communication issues with participants – data gathering issues	Medium	High	<ul style="list-style-type: none"> Drawing up accurate instruction documents and sample labels. Clear business processes clarify activities and responsibility Project Plan clarifies activities, deadlines, role of individual Protocols are delivered by senior management through a training event and understanding of team members tested

			<ul style="list-style-type: none"> • Use of data collection to support the Surveyors • All Surveyors use phones, email, and computers. • HallMark Sampling System (HMX) • Deploy only Surveyors with excellent interpersonal skills and specifically trained for the sampling project • Surveyors' performance monitoring
Communication issues with FSA (external)	Low	High	<ul style="list-style-type: none"> • Contract management. • Single point of contact for Design Phase and collection phase (Project manager) • Project Manager to oversee all communications and deliver key messages to the project team. Timely reporting of results. • The Project Manager will report progress to the FSA responsible person. • Time has been allocated for regular meetings and telephone calls. • Our entire team will be available for review meetings (physical and/or virtual) as necessary. • The key areas of interaction will be in the project kick off meetings and then coordinating the interim deliverables and taking feedback and review comments. • The FSA will of course be able to input on the progress of the project. • In addition, it is envisaged that Project Manager will be able to get the FSA's input into the project in terms of lessons learnt in the past
Ethical issues - integrity, quality, consent, confidentiality, anonymity, voluntary participants, avoidance of harm, independent and impartial	Low	High	<ul style="list-style-type: none"> • There is a written project plan including research/survey design, statistical methods and others, showing that these factors have been addressed. • Project plans will be agreed with FSA • Project start-up workshop (webinar) to align people to the goals and educate them on the challenges.
Data security issues - confidentiality, integrity and availability of data.	Low	High	<ul style="list-style-type: none"> • HallMark acknowledges the importance of confidentiality, integrity, and availability of information and consequently on the security of the systems • The information security systems in place are further described in the Data Protection section • Training of Surveyors includes data security • HallMark Sampling System (HMX) is secure. Requires username and password access

			<ul style="list-style-type: none"> HallMark is Cyber Essentials Plus (Stage 2) accredited
Schedule issues or constraints - failure to deliver project outputs on time, unable to meet deadlines.	Medium	Low	<ul style="list-style-type: none"> HallMark has assigned a Project manager the responsibility to manage the project and ensure that the objectives and deliverables will be achieved on time. Establishment of clear deliverables, work breakdown structures and delivery plans, risk management, quality management and cost management. All parties involved in this proposal have agreed to the project plan. The Project manager will report progress to the FSA responsible person.
Surveyor competence issues	Low	High	<ul style="list-style-type: none"> HallMark will ensure that all personnel associated with the project will be competent to perform the technical and support tasks required of them, so the quality of the results is not compromised by any inexperience of the individuals. HallMark has systems in place to ensure competences are checked. Surveyors will be mainly selected from a group of HallMark existing professionals who are already involved in sampling collection on behalf of the FSA and are regionally based throughout. Where new staff are to be recruited, HallMark processes all applicants through a well-established recruitment procedure. There is a training day/workshop (Webinar) event with knowledge test The instructions document will be developed, which will be given to each Surveyor, clearly stating the details required The result of their test is recorded. The Surveyor must pass the test before they can proceed with sample collection.
Availability of samples - lack of, or samples not collected	Low	High	<ul style="list-style-type: none"> HallMark will carry out a central quality control review of sample collection against plan and an on-line review of collection against plan. When sampling is not possible so that a sample collection fails, i.e., due to insufficient material, the Surveyor is to notify HallMark operations, giving the reasons why the sample cannot be taken and returned to the laboratory. HallMark will develop a contingency plan in the event of a possible shortfall in sample numbers or damage to samples. Purchasing/collection will be spread over the required timeframe.

			<ul style="list-style-type: none"> Additional 5% samples contingency is included
Sampling equipment required for sample collection is not effectively sourced and dispatched to Surveyors on time.	Low	Medium	<ul style="list-style-type: none"> Before sampling starts, HallMark operations will provide the relevant Surveyors with the required equipment. If the sampling equipment required for sample collection is not effectively sourced, an option to avoid delay would be to purchase locally, if available. HallMark aims to have several approved suppliers of equipment as backup. Spare kits are maintained in a central office ready to be sent to Surveyors if required
Sample incorrect - incorrectly selected, insufficient material, incorrectly packed or with necessary information missing leading to unassayable sample	Medium	High	<ul style="list-style-type: none"> Before sampling starts, HallMark will provide Surveyors with clear instructions to minimise any issues. Training to be carried out and verified before attempting sampling. The Project manager to produce aide-memoire to be given to all Surveyors with the packaging material Laboratory Submission Letter (Log sheet) will be provided for the Surveyor to record details of the collections of the sample and to ensure traceability. Digital photograph of sampled product will be quality checked to ensure they are of sufficient clarity to allow all on pack information to be read and all recorded information to be checked. Additional 5% contingency is included.
Sample arrives unsuitable for testing - e.g., samples not maintained under the appropriate conditions once collected, resulting in numbers of samples rejected due to high temperatures.	Medium	High	<ul style="list-style-type: none"> The Surveyors will be given clear instructions on the handling, packaging and preservation of samples prior to their transportation to the laboratory to ensure the avoidance of cross or other contamination, damage during transport, deterioration of samples of products, loss of unstable contaminants or growth, and/or changes to the micro-organisms present in the sample due to temperature changes. On purchase, samples will be kept at their appropriate temperature to prevent deterioration and according to the legislative requirement. To transport chilled samples, each day's collection will be sealed into appropriately temperature-controlled boxes. It is essential that sufficient ice packs and packing are included in the cool box to ensure that chilled foods stay below 8°C. For example, in periods of hot weather extra cool packs are added etc.

			<ul style="list-style-type: none"> • During the warmer parts of the year high performance thermal protection is used when shipping microbiological samples. This is pre-qualified to maintain a payload temperature of 2-8C for 36h. • Perishable samples delivered to laboratory with a target of a maximum of 24 hours from sampling. • The sample temperature will be measured on arrival to determine that the samples are at the correct temperature. • If unsuitable for testing, the sample will be discarded and a resample will be requested • HallMark will confirm with AFBI and the FSA which samples were rejected for being outside the correct project parameters, and will liaise with the sampler to take an extra sample(s) at the next collection if required. • Samples which arrive in an unassayable condition will be collected from the same route during the following quarter. • Additional 5% contingency is included.
Sample arrives outside of laboratory hours	Medium	Low	<ul style="list-style-type: none"> • The Surveyors will be given clear instructions about the Laboratory hours. Samples only to be sent Mondays to Wednesday. • Use high performance thermal protection packaging to prevent spoilage. • As all sampling will be scheduled, the laboratory will be expecting the delivery and make staff available for the receipt, logging in and correct storage of the samples. • If spoiled, the sample will be discarded and a re-sample will be requested for the following quarter. • Additional 5% contingency is included.
Sample(s) arrive/s with no, or obscure, identification	Medium	Low	<ul style="list-style-type: none"> • Log sheets will be provided for the Surveyor to record details of the collections of the samples and to ensure traceability. • Digital photograph of sampled product to be taken and should be of sufficient clarity to allow all on-pack information to be read and all recorded information to be checked. • The Surveyor will be contacted, and we will clarify the situation for rectification. • If this is not possible, the sample(s) would have to be discarded and resamples taken.

Issues at the laboratory affecting the sampling plan, e.g., sample(s) are spoiled at the laboratory, lack of space at laboratory to retain samples and packaging after analysis, laboratory full, break down, loss of data.	Low	Low	<ul style="list-style-type: none"> Agreed sampling schedule with the lab. Re-sample will have to be requested as soon as possible. Planned contingency sampling.
Cross-Contamination of samples during sampling	Low	Low	<ul style="list-style-type: none"> Each sample will be placed into a separate large grip seal bag, which will be sealed immediately to avoid the risk of cross-contamination until testing can take place. A single sample from the selected retailer is to be collected and placed into one of the large grip seal bags, sealed and then placed into a second numbered large tamperproof sample bag and sealed. The samples are to be packed into the chilled Insulated Shipping Box and sent to the selected laboratory for testing. Each sample will be always kept separate from other samples on the same day of collection. Handling, wrapping and packing of one sample at a time. Not re-using sampling equipment unless disinfected by the lab (to be agreed with the lab).
Loss of data	Low	High	<ul style="list-style-type: none"> There are contingency plans in place in case of power failure or other disruption. All the data collected will be securely held. Risk of data loss is minimised through daily and weekly back-up procedures Regular updates (frequency as required by FSA) provided to FSA throughout the sampling Minimum of weekly CSV reports are generated from the HallMark Sampling System (HMX). HallMark Sampling System allows for highly efficient data management. There will be a facility for stakeholders to directly and securely access relevant sampling information. This will minimise data management time, significantly reduce the risk of errors and increase data security

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

1. OVERVIEW

HallMark recognises the importance of quality management in ensuring the success of the project. We have developed a comprehensive Quality Assurance (QA) policy, which outlines our commitment to maintaining high standards and complying with internationally accepted quality standards such as ISO 9001 and ISO 17025. The policy covers all aspects of the project, including process design, allocation of responsibilities, quality assurance, health and safety processes, sampling, materials, equipment, documentation, certification procedures, record-keeping, and reporting. Our policies and managed processes are designed to ensure compliance with the Joint Code of Practice for Research (JCoPR), and we have enclosed the document "[*HallMark Quality Policy-Food Sampling Services*](#)" in the supporting documents folder.

2. COMPLIANCE WITH THE CODE OF PRACTICE

HallMark fully accepts the Joint Code of Practice and is committed to upholding the quality of the sampling process and the scientific integrity of the project. We confirm our awareness of the requirements of the JCoPR and will make every effort to ensure that all procedures used conform to its standards. The lead principal investigator of the project is responsible for overseeing all work carried out, including work supplied by subcontractors, to ensure compliance with the JCoPR. All staff involved in the project will have defined responsibilities and be aware of their obligations.

The measures that will be taken to manage and assure the quality of work (Survey design, sample collection at retail and dispatch to Laboratory for analysis) include the following:

2.1 Responsibilities

HallMark, as the project leader, takes overall responsibility for ensuring the quality of research conducted within the project and compliance with in-house research and management policies. Managers, group leaders, and supervisors play a crucial role in fostering a climate of good practice and developing the technical skills of the team. All personnel associated with the project are expected to be competent in performing their tasks, and personnel undergoing training will receive appropriate

supervision to maintain the quality of results. Staff selection is based on qualifications and suitability for the location, complexity, and risk of the sample collection. Surveyors' competence is confirmed through knowledge tests, and certificates of competence are issued upon successful completion.

2.2 Competence

All personnel associated with the project are competent to perform the technical, scientific, and support tasks required of them. Personnel undergoing training will be supervised at a level such that the quality of the results is not compromised by any inexperience of the researcher. Staff selection at HallMark ensures the identification of suitably qualified individuals based on the location, complexity, and risk associated with the sample collection. In terms of surveyors' competence, their understanding of the Sampling Instructions Document is confirmed through a knowledge test, demonstrating their compliance. Once the test results are verified and passed successfully, surveyors are provided with a certificate of competence.

2.3 Project planning

HallMark places great emphasis on project planning to minimise risks and ensure the timely and budgeted delivery of high-quality results. A risk assessment is conducted to identify key factors that may influence project success, and steps are taken to mitigate these risks. The project plan, developed in collaboration with the FSA, provides a clear framework for the project, including design, statistical methods, and other considerations. Regular reviews of timetables and plans are conducted to monitor progress and make necessary adjustments. Any significant amendments to plans, milestones, or deliverables are recorded and pre-approved by the FSA.

2.4 Quality Control

HallMark has implemented robust measurement and assessment systems and procedures to ensure the successful delivery of all project requirements. Specific measures are planned to assure the quality of the project, such as ongoing quality reviews, monitoring through the HallMark Sampling System (HMX), accurate production and checking of result spreadsheets, identification and rectification of sampling errors, and regular review of processes and procedures for continual improvement. Internal project reviews and auditing procedures are also part of our quality control measures.

2.5 Health and safety

HallMark is committed to complying with all relevant health and safety legislation to ensure the well-being of employees, customers, and the public. We adhere to regulations such as the Health and Safety at Work Act 1974 and the Management of Health and Safety at Work Regulations 1999 and their subsequent amendments.

2.6 Handling of samples and materials

Strict procedures are followed to ensure the proper handling of samples and materials. All samples and sampling materials are clearly, accurately, uniquely, and durably labeled. Measures are taken to maintain sample integrity, prevent cross-contamination, and ensure appropriate temperature control. For meat samples, specific protocols are followed to avoid cross-contamination.

2.7. Facilities and equipment

HallMark provides an appropriate working environment for the safe operation of equipment, maintenance of sample quality and integrity, and good working practices. All equipment used is suitable for the required measurements, regularly calibrated, and in good working condition. Standard operating procedures are in place for critical project equipment, including the HallMark Sampling System (HMX) software.

2.8. Documentation of procedures and methods

All procedures and methods used in the project are thoroughly documented, including statistical procedures and the generation of a clear audit trail. Document and version controls ensure traceability of method modifications throughout the development stages.

2.9 Research/work records

Records of the work performed are maintained to present a complete picture of the research, allowing for repeatability if necessary. HallMark conducts regular reviews of surveyors' records to ensure validity and retains the records in a secure and unmodified form for the agreed duration.

2.10. Field-based research

For field-based surveys, HallMark ensures compliance with all relevant environmental legislation, where applicable.

HallMark understands that the FSA has the right to inspect our procedures and practices against the requirements of the Joint Code of Practice. We acknowledge that documentary evidence of our working practices may be required, and we are committed to providing access and assistance to auditors appointed by the FSA.

By implementing these measures and adhering to the Joint Code of Practice, HallMark ensures the highest quality standards in the execution of the project, safeguarding the integrity and reliability of the results.

B. 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.

1. OVERVIEW

HallMark acknowledges the importance of confidentiality, integrity, and availability of information, and ensures the security of its processing systems and services. As the incumbent supplier, HallMark already provides secure data transfer systems between Surveyors, HallMark, the Laboratory, and the Authorities through the HMX system. HallMark is registered with the Information Commissioner's Office (ICO) and complies with GDPR regulations.

2. SPECIFIC DATA PROTECTION ISSUES FOR THIS PROJECT/RISK ASSESSMENT APPROACH

No specific data protection issues are raised in the Specification requirement. HallMark does not anticipate collecting personal data as part of the surveillance, and the results of the project will not be disseminated. However, data privacy issues can arise from various sources. In case any personal data is collected, the FSA will be the data controller and HallMark the data processor. HallMark is willing to carry out a Privacy Impact Assessment (PIA) if required by the FSA.

HallMark conducts regular risk assessments on information assets and implements appropriate controls to address identified risks.

3. MEASURES IN PLACE

To ensure compliance with GDPR and protect the rights of data subjects, HallMark has implemented the following technical facilities and measures:

- Ongoing confidentiality, integrity, availability, and resilience of processing systems and services, adhering to ISO/IEC 27001:2013 standards.
- No transfer of personal data outside the UK.
- External certification against Cyber Essentials Plus to mitigate common internet-based threats.
- Secure external e-transfer and tracked recorded post for physical paperwork.
- Secure storage and controlled access to electronic data, with remote access granted only to authorised personnel using HallMark-approved devices.
- Restriction of access to survey details with clear processes for authorised individuals.
- Use of TLS 1.2 encryption and AES 256 encryption for document attachments requiring additional security.
- Implementation of SPF, DKIM, and DMARC controls to reduce the risk of email address spoofing and spam.

- Provision of correct IT equipment and training to surveyors, including data protection legislation.
- Classification and handling of information assets according to the HallMark Information Classification and Handling Guide, ensuring secure processing, storage, transmission, and disposal.
- Regular testing, assessment, and evaluation of measures.
- Adherence to secure storage, handling, use, retention, and disposal principles for disclosures and disclosure information.
- Immediate secure destruction of disclosure information after the retention period by shredding, pulping, or burning.

4. HALLMARK SAMPLING SYSTEM (HMX)- SPECIFIC SECURITY MEASURES

The HallMark Sampling System (HMX) incorporates technology designed for secure information management. Specific security measures include:

- Data and file transfers using HTTPS (SSL) protocol with encryption.
- User authentication with secure password storage and encryption.
- Additional security restrictions for accessing directories and files through Apache's htaccess file system.
- Sanitisation process for database queries to prevent SQL injection.
- Restricted access to hosting servers and databases, with passwords never shared with external parties.
- Non-disclosure agreements with developers to ensure confidentiality.
- Source code built or vetted by trusted IT suppliers without involving third-party contractors.
- Relevant permissions set for files and folders to prevent unauthorised access and changes.
- 24/7 remote access and full control of the hosting platform and security patches.
- Data center in the UK with secure power supply, cooling, and network resilience systems.
- Server-grade Linux operating system with stable server software versions.
- High-availability cluster of web servers for data interface and real-time database replication.
- Hourly database backups, rotation, and off-site storage for data protection.

These measures ensure that data collected, processed, and transferred on behalf of the FSA is securely handled throughout the project, complying with the Data Protection Act and GDPR regulations.

C. DISSEMINATION AND EXPLOITATION

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 its 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

HallMark recognises the importance of disseminating research results; however, for this specific project, our intention is not to disseminate the findings. We do not plan to submit any papers based on the survey findings or present the results at conferences or workshops.

We understand that the responsibility for disseminating the results lies with the FSA and/or the analytical laboratory. As the data collection partner, HallMark will provide the FSA with comprehensive reports based on the data collected throughout the sampling project. Our primary objective in communication is to develop cost-effective mechanisms to facilitate effective communication with the FSA and the laboratory.

However, HallMark is open to cooperating with the FSA in developing a Communication Plan for the project if required. We are willing to collaborate with the FSA, the scientific community, trade organisations, or other relevant stakeholders for any dissemination activities, including incorporating elements of the sample collection process into the FSA's own dissemination efforts.

Furthermore, we are committed to providing support to the FSA, the involved laboratories, and policymakers as needed. We are prepared to share non-sensitive project management best practices, contribute to process understanding and improvements, and actively participate in policy development.

In terms of intellectual property (IP), we do not anticipate any IP being generated within this project. HallMark will not utilise any confidential data generated by the project without the explicit permission of the FSA. Additionally, our service agreement with the RVC includes provisions stating that no press announcements or publicity related to the framework agreement can be made without HallMark's

prior written consent. We will ensure that all information relating to the services is retained for disclosure and will allow the FSA and/or the Customer to inspect such records upon request.

7. SOCIAL VALUE

Social value has a lasting impact on individuals, communities and the environment. Government has a huge opportunity and responsibility to maximise benefits effectively and comprehensively through its commercial activity. To be effective it is essential that the FSA consider social value at all stages of the procurement life cycle. In order to do this, we are applying the Government Commercial Functions social value model PPN 06/20 Procurement Policy Note - Taking account of social value in the award of government contracts. [The Social Value Quick Reference Table](#) provides a useful summary of the criteria and the reporting metrics for each of the criteria, including examples.

In order to evaluate this, we ask that you answer the following:

A. TACKLING ECONOMIC INEQUALITY: EDUCATION AND TRAINING:

Using a maximum of 3000 characters describe the commitment your organisation will make to ensure that opportunities under the contract deliver the Policy Outcome and Award Criteria 2.3: 'Support educational attainment relevant to the contract, including training schemes that address skills gaps and result in recognized qualifications'.

Activities that demonstrate and describe the tenderer's existing or planned:

- Understanding of employment and skills issues, and of the education and training issues relating to the contract.
Illustrative examples: demographics, skills shortages, new opportunities in high growth sectors, groups underrepresented in the workforce (e.g. prison leavers, disabled people), geographic/local community and skills/employment challenges.
- Support for educational attainment relevant to the contract, including training schemes that address skills gaps and result in recognized qualifications.
- Activities to support relevant sector related skills growth and sustainability in the contract workforce.
Illustrative examples: careers talks, curriculum support, literacy support, safety talks and volunteering.
- Delivery of apprenticeships, traineeships and T Level industry placement opportunities (Level 2, 3 and 4+) in relation to the contract.

Responses should not exceed 3000 characters.

HallMark is fully committed to ensuring that the opportunities provided under the sampling contract align with Policy Outcome and Award Criteria 2.3. We understand the importance of supporting educational attainment and addressing skills gaps through training schemes resulting in recognised qualifications. Our commitment includes the following activities:

- Understanding of employment and skills issues: We analyse the employment and skills landscape related to the contract, considering demographic factors that may impact the workforce, skills gaps, and emerging opportunities or challenges within the industry.
- Support for educational attainment: We provide informational materials, guidance on relevant educational pathways, and facilitate access to training programs or certifications aligned with the contract requirements, empowering individuals to enhance their educational attainment and long-term prospects.
- Activities to support skills growth and sustainability: We provide informational materials, guidance on relevant educational pathways, and facilitate access to training programs or

certifications aligned with the contract requirements, empowering individuals to enhance their educational attainment and long-term prospects.

- Collaboration and knowledge-sharing: We actively seek collaborations with industry stakeholders, trade organisations, and research institutions, engaging in knowledge-sharing initiatives, participating in industry events, and fostering a collaborative environment for expertise and best practices exchange.

While the sampling contract may not directly involve apprenticeships, traineeships, or extensive educational programs, we leverage our expertise and industry knowledge to support educational attainment, skills growth, and sector sustainability within the context of the contract. Our aim is to make a meaningful and lasting contribution to addressing economic inequality through education and training.

We recognise the importance of social value in procurement and are fully committed to delivering on our commitments. Our actions will benefit individuals involved in the contract and contribute to a skilled and inclusive workforce in the wider community and industry.

ADDITIONAL SUPPORTING DOCUMENTS

Please note that any additional documents in support of the on-line application, as well as the Gant/PERT charts requested for the Project Plan section, should be zipped into a single file (using WinZip). These should then be uploaded to the e-sourcing portal, Bravo in to the *Supporting Documents* section of the technical envelope. Each supporting document should be clearly marked with the following details:

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

Clarification Questions

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