



CONTRACT FOR THE PROVISION OF:

Data collection and modelling for food business compliance indicators

Reference Number: FS101214

This document forms the contract for the Services between;

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

and

Decision Lab Ltd (“Supplier”), Unit 201c, Vox Studios, 1-45 Durham Street, London, Lambeth, SE11 5JH

to be effective from 29th October 2018 until 31st March 2019
unless varied by extension.

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CONTRACT SCHEDULES

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CONTRACT

WHEREAS

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

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

CROWN REPRESENTATIVES

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

IT IS AGREED AS FOLLOWS:

1. TERMS and CONDITIONS

1.1 As used in this Contract:

- a) the terms and expressions set out in [Schedule 1](#) shall have the meanings set out therein;
- b) the masculine includes the feminine and the neuter;
- c) the singular includes the plural and vice versa; and
- d) the words “include”, “includes” and “including” are to be construed as if they were immediately followed by the words “without limitation”.

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

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

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

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

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

- 1.7. In the event and to the extent only of any conflict or inconsistency in the provisions of the Clauses of this Contract and the provisions of the Schedules, the following order of precedence shall prevail:
- a) the duly authorised Client Purchase Order;
 - b) the Schedules; and
 - c) this Contract

2. THE SERVICES

- 2.1. This Contract shall govern the overall relationship of the Supplier and the Client with respect to the provision of the Ordered Services.
- 2.2. The Supplier shall provide the Ordered Services and meet its responsibilities and obligations hereunder in accordance with the provisions of [Schedule 2](#) (Ordered Services) and [Schedule 3](#) (Specific Obligations).
- 2.3. Notwithstanding clause 2.1, the Supplier shall perform the Ordered Services to the agreed satisfaction of the Client's Representative.
- 2.4. The Supplier shall notify the Client as soon as it becomes aware of an event occurring or which it believes is likely to occur which will cause material delay to or materially impede the performance of any Ordered Services or any part thereof and the Supplier shall take all necessary steps consistent with good practice to obviate and/or minimise the delay to the Client.
- 2.5. In the event that the Supplier fails due to its Default to fulfill an obligation by the date specified in any Purchase Order for such fulfillment, the Supplier shall, at the request of the Client and without prejudice to the Client's other rights and remedies, arrange all such additional resources as are necessary to either obviate the delay or to fulfill the said obligation as early as practicable thereafter, at no additional charge to the Client.
- 2.6. In the event that any obligation of the Supplier specified in the Contract is delayed as a result of a Default by the Client, then:
- a) The date associated with the relevant obligation(s) as specified in the Purchase Order (and the dates similarly associated with any subsequent obligations specified in the Purchase Order) shall be amended by a period of time equal to the period of such Client Default (or such other period as the parties agree in writing); and
 - b) Both parties shall use all reasonable endeavors to obviate and/or mitigate the impact of such delay and to recover any resultant delay to the performance of the Ordered Services.
- 2.7. Nothing in this document, or any Purchase Order, shall have the effect of making the Supplier or any of the Supplier's other employees or agents, the employee of the Client.
- 2.8. Nothing in this document or any Purchase Order shall constitute the parties as partners of each other.

3. STANDARDS AND REGULATIONS

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- 3.1. The Supplier shall at all times comply with the Health and Safety provisions, security requirements and personal conduct obligations, of any premises visited and shall exercise all due care and attention when visiting such premises.
- 3.2. The Supplier shall comply with all applicable national and local laws and regulations (including Data Protection Requirements) and obtain and maintain at its own cost throughout the duration of the Contract all the consents (including Data Protection Requirements), licences, permits and approvals which are necessary for the Supplier to perform its duties under this Contract and to enable the provision of the Ordered Services.
- 3.3. Without prejudice to the provisions of Clause 3.2, the Supplier shall ensure that he/she does not work in excess of the working time limits specified in the Working Time Regulations 1998. The Supplier shall maintain appropriate records regarding their working hours. Without prejudice to the obligations under this Clause 3.3, the Supplier shall make available to the Client any information of which it is aware concerning appointments held by an individual concurrently with the obligations of this Contract.
- 3.4. The Supplier shall be responsible for the administration and deduction of any income tax and national insurance in respect of payments made to such individuals, including in respect of any obligations under the Pay As You Earn system. The Supplier will, or procure that its Sub-Suppliers will, account to the appropriate authorities for any income tax, national insurance (if any), VAT and all other liabilities, charges and duties arising out of any payment made to the Supplier under any Purchase Order. The Supplier will indemnify and keep indemnified the Client against any income tax, national insurance (if any), VAT or any other tax liability including any interest, penalties or costs incurred in connection with the same which may at any time be levied, demanded or assessed on the Client by any statutory Agency in respect of payments made to the Supplier.
- 3.5. Nothing in this Contract shall be construed or have effect as constituting any relationship of employer and employee between the Client and the Supplier or its Sub-Suppliers. The Supplier shall indemnify and keep indemnified the Client, its officers, employees and agents against all actions, claims, demands, reasonable costs, charges and reasonable expenses incurred by or made against the Client, its officers, employees or agents arising out of or in connection with any services provided under any Purchase Order asserting that they are an employee of the Client or otherwise alleging any breach of any employment related legislation except where such claim arises as a result of any breach of obligations (whether contractual, statutory, at common law or otherwise).

4. MATERIAL BREACH

- 4.1. If the Supplier: -

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

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

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

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

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

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

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

5. NON-SOLICITATION

The parties agree that during the term of the appointment as described in any Purchase Order and for a period of twelve (12) months thereafter, they will not, whether directly or indirectly, solicit with a view to offering employment the other party and/or its employees or consultants. In the event that either party breaches this Clause, the defaulting party shall pay to the affected party all unavoidable and reasonable costs incurred by the affected party including but not limited to a sum equal to the gross salary of the employee or the consultant due under any relevant notice. This Clause shall not restrict either party from appointing any person, whether employee or consultant of the other or not, who has applied in response to an advertisement properly and publicly placed in the normal course of business.

6. PARTIES RESPONSIBILITIES & OBLIGATIONS

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

7. CHARGES FOR ORDERED SERVICES

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

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

- a) the Supplier has incurred expenditure for goods or services from a third-party provider in respect of which the Supplier is entitled to reimbursement by the Client under the Contract; and
- b) the third-party provider with whom the expenditure has been incurred has charged the Supplier UK VAT on the price of the relevant goods or services;

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

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

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

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

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

7.12. Euro

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

7.13. Efficiency

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

8. AMENDMENTS and VARIATIONS TO THIS CONTRACT

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

9. COMMUNICATIONS

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

10. TERM AND TERMINATION

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

11. CONSEQUENCES OF TERMINATION AND EXPIRY

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

12. WARRANTIES AND REPRESENTATIONS

12.1. The Supplier warrants and represents that:

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

13. LIMITATION OF LIABILITY

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

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

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

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

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

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

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

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

resulting directly from the Default of the other party.

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

14. DATA PROTECTION

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

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

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- 14.3 The Parties acknowledge that for the purposes of the Data Protection Legislation, the Client is the Controller and the Supplier is the Processor unless otherwise specified in Schedule 12. The only processing that the Processor is authorised to do is listed in Schedule 12 by the Controller and may not be determined by the Processor.
- 14.4 The Processor shall notify the Client immediately if it considers that any of the Controller's instructions infringe the Data Protection Legislation.
- 14.5 The Processor shall provide all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Controller, include:
- (a) a systematic description of the envisaged processing operations and the purpose of the processing;
 - (b) an assessment of the necessity and proportionality of the processing operations in relation to the Services;
 - (c) an assessment of the risks to the rights and freedoms of Data Subjects; and
 - (d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
- 14.6 The Processor shall, in relation to any Personal Data processed in connection with its obligations under this Agreement:
- (a) process that Personal Data only in accordance with Schedule 12, unless the Processor is required to do otherwise by Law. If it is so required the Processor shall promptly notify the Controller before processing the Personal Data unless prohibited by Law;
 - (b) ensure that it has in place Protective Measures, which are appropriate to protect against a Data Loss Event, which the Controller may reasonably reject (but failure to reject shall not amount to approval by the Controller of the adequacy of the Protective Measures), having taken account of the:
 - (i) nature of the data to be protected;
 - (ii) harm that might result from a Data Loss Event;
 - (iii) state of technological development; and
 - (iv) cost of implementing any measures;
 - (c) ensure that :
 - (i) the Processor Personnel do not process Personal Data except in accordance with this Agreement (and in particular Schedule 12);
 - (ii) it takes all reasonable steps to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:
 - (A) are aware of and comply with the Processor's duties under this clause;
 - (B) are subject to appropriate confidentiality undertakings with the

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Processor or any Sub-processor;

- (C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third Party unless directed in writing to do so by the Controller or as otherwise permitted by this Agreement; and
 - (D) have undergone adequate training in the use, care, protection and handling of Personal Data; and
- (d) not transfer Personal Data outside of the EU unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:
- (v) the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Controller;
 - (vi) the Data Subject has enforceable rights and effective legal remedies;
 - (vii) the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Controller in meeting its obligations); and
 - (viii) the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the processing of the Personal Data;
- (e) at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the Agreement unless the Processor is required by Law to retain the Personal Data.

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

- (a) receives a Data Subject Access Request (or purported Data Subject Access Request);
- (b) receives a request to rectify, block or erase any Personal Data;
- (c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
- (d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Agreement;
- (e) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
- (f) becomes aware of a Data Loss Event.

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

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

within the timescales reasonably required by the Controller) including by promptly providing:

- (a) the Controller with full details and copies of the complaint, communication or request;
- (b) such assistance as is reasonably requested by the Controller to enable the Controller to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
- (c) the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;
- (d) assistance as requested by the Controller following any Data Loss Event;
- (e) assistance as requested by the Controller with respect to any request from the Information Commissioner's Office, or any consultation by the Controller with the Information Commissioner's Office.

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

- (a) the Controller determines that the processing is not occasional;
- (b) the Controller determines the processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; and
- (c) the Controller determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.

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

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

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

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

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

- 14.15 The Controller may, at any time on not less than 30 Working Days' notice, revise this clause by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this Agreement).
- 14.16 The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Controller may on not less than 30 Working Days' notice to the Processor amend this agreement to ensure that it complies with any guidance issued by the Information Commissioner's Office.
- 14.17 Where the Parties include two or more Joint Controllers as identified in Schedule 12 in accordance with GDPR Article 26, those Parties shall enter into a Joint Controller Agreement based on the terms outlined in Schedule 12a in replacement of Clauses 14.3-14.16 for the Personal Data under Joint Control.

15. INTELLECTUAL PROPERTY RIGHTS

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

16. CONFIDENTIALITY

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

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- a) the Client, its servants or agents is the property of the Client; and
- b) the Supplier, its employees, servants or agents is the property of the Supplier.

16.2. The Supplier and the Client shall procure that:

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

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

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

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

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

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

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

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

17. PUBLICITY

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

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

18. DISPUTE RESOLUTION

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

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

- a) breach or threatened breach of confidentiality;

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

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

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

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

19. INSURANCE

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

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

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

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

20. RECOVERY OF SUMS DUE

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

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

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

21. STATUTORY REQUIREMENTS

- 21.1. The Supplier shall notify the Client of all statutory provisions and approved safety standards applicable to the Ordered Services and their provision and shall be responsible for obtaining all licenses, consents or permits required for the performance of this Contract.
- 21.2. The Supplier shall inform the Client if the Ordered Services are hazardous to health or safety and of the precautions that should be taken in respect thereto.
- 21.3. The Supplier shall, and shall ensure that its personnel, agents and Sub-Suppliers, take all measures necessary to comply with the requirements of the Health and Safety at Work etc. Act 1974 and any other acts, orders, regulations and codes of practice relating to health and safety, which may apply to those involved in the performance of this Contract.

22. STATUTORY INVALIDITY

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

23. ENVIRONMENTAL REQUIREMENTS

- 23.1. The Supplier shall comply in all material respects with all applicable environmental laws and regulations in force from time to time in relation to the Services. Without prejudice to the generality of the foregoing, the Supplier shall promptly provide all such information regarding the environmental impact of the Services as may reasonably be requested by the Client.
- 23.2. The Supplier shall meet all reasonable requests by the Client for information evidencing compliance with the provisions of this Clause 23 by the Supplier.

24. DISCRIMINATION

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

25. SUPPLIER'S SUITABILITY

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

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

26. OFFICIAL SECRETS ACTS

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

27. CORRUPT GIFTS AND PAYMENTS OF COMMISSION

27.1. The Supplier shall not:

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

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

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

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

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

- b. Commits an offence under the Bribery Act 2010.

28. TRANSFER AND SUB-CONTRACTING

- 28.1. Sub-contracting will be allowed, subject to written authorisation from the Client.
- 28.2. The Client shall be entitled to nominate sub-Suppliers at its discretion.
- 28.3. The Supplier shall be entitled to Sub-Contract its obligations under this Contract, or any resultant Purchase Order, solely with the express permission of the Client Representative; such permission shall not be unreasonably withheld.
- 28.4. Any sub-contract must allow for full disclosure under 'transparency' requirements.
- 28.5. The Client shall be entitled to assign or otherwise dispose of its rights and obligations under this Contract and/or any relevant Purchase Order to any other body (including any private sector body) which substantially performs any of the functions that previously had been performed by the Client.

29. RIGHTS OF THIRD PARTIES

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

30. CLIENT PROPERTY

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

31. SEVERABILITY

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

32. FREEDOM OF INFORMATION

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

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

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

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

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

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

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

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

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

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

33. FORCE MAJEURE

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

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

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

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

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

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

34. LEGISLATIVE CHANGE

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

35. CONFLICTS OF INTEREST

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

36. ASSIGNED STAFF

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

37. INVESTIGATIONS

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

38. STATUTORY AUDITORS' ACCESS

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

39. ELECTRONIC INSTRUCTION

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

40. WAIVER

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

41. LAW AND JURISDICTION

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

42. TRANSPARENCY

- 42.1. The Parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of these Terms and Conditions and any Purchase Order is not Confidential Information.
- 42.2. The Client shall be responsible for determining in its absolute discretion whether any content of any Purchase Order is exempt from disclosure in accordance with the provisions of the FOIA. Notwithstanding any other term of these Terms and Conditions, the Supplier gives his consent for the Client to publish any Contract or Purchase Order in its entirety, (but with any information which is exempt from disclosure in accordance with the provisions of the FOIA redacted), to the general public.
- 42.3. The Client may consult with the Supplier to inform its decision regarding any redactions but the Client shall have the final decision in its absolute discretion.

43. SECURITY PROVISIONS

Supplier Personnel – Staffing Security

43.1 The Supplier shall comply with the staff vetting procedures in respect of all Supplier Personnel employed or engaged in the provision of the Services. The Supplier confirms that all Supplier Personnel employed or engaged by the Supplier at the Effective Date were vetted and recruited on such a basis that is equivalent to and no less strict than the Staff Vetting procedures as laid out by Cabinet Office:

https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/200551/HMG_Baseline_Personnel_Security_Standard_V3_2_Apr-2013.pdf

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

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

Baseline Standard

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

Enhanced Baseline Standard

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

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

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

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

43.6 Verification of identity is essential before any individual can begin working on the Client's premises or have access to assets/documents as described above.

Before a contract is awarded Suppliers and their staff who will work on the Client's premises or have access to assets/documents as described above will be asked to provide the following:

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

43.7 Client Data

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

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

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

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

43.10 The Supplier shall perform secure back-ups of all Client Data and shall ensure that up-to-date back-ups are stored off-site in accordance with the Business Continuity and Disaster Recovery Plan. The Supplier shall ensure that such back-ups are available to the Client at all times upon request and are delivered to the Client at no less than monthly intervals.

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

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

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

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

Protection of Personal Data

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

- process the Personal Data only in accordance with instructions from the Client (which may be specific instructions or instructions of a general nature as set out in this Contract or as otherwise notified by the Client to the Supplier during the Term);
- process the Personal Data only to the extent, and in such manner, as is necessary for the provision of the Services or as is required by Law or any Regulatory Body;
- implement appropriate technical and organisational measures to protect the Personal Data against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure. These measures shall be appropriate to the harm which might result from any unauthorised or unlawful Processing, accidental loss, destruction or damage to the Personal Data and having regard to the nature of the Personal Data which is to be protected;
- take reasonable steps to ensure the reliability of any Supplier Personnel who have access to the Personal Data;
- obtain prior written consent from the Client in order to transfer the Personal Data to any Sub-suppliers or Affiliates for the provision of the Services;
- ensure that all Supplier Personnel required to access the Personal Data are informed of the confidential nature of the Personal Data and comply with the obligations set out in this clause 43;
- ensure that none of Supplier Personnel publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Client;
- notify the Client (within five Working Days) if it receives:
 - a request from a Data Subject to have access to that person's Personal Data; or
 - a complaint or request relating to the Client's obligations under the Data Protection Legislation;
- provide the Client with full cooperation and assistance in relation to any complaint or request made, including by:
 - providing the Client with full details of the complaint or request;
 - complying with a data access request within the relevant timescales set out in the Data Protection Legislation and in accordance with the Client's instructions;
 - providing the Client with any Personal Data it holds in relation to a Data Subject (within the timescales required by the Client); and
 - providing the Client with any information requested by the Client;
- permit the Client or the Client Representative (subject to reasonable and appropriate confidentiality undertakings), to inspect and audit, in accordance with clause 38 (Audits), the Supplier's data Processing activities (and/or those of its agents, subsidiaries and Sub-suppliers) and comply with all reasonable requests or directions by the Client to enable the Client to verify and/or procure that the Supplier is in full compliance with its obligations under this Contract;

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- provide a written description of the technical and organisational methods employed by the Supplier for processing Personal Data (within the timescales required by the Client); and
- not Process Personal Data outside the European Economic Area without the prior written consent of the Client and, where the Client consents to a transfer, to comply with:
 - the obligations of a Data Controller under the Eighth Data Protection Principle set out in Schedule 1 of the Data Protection Act 1998 by providing an adequate level of protection to any Personal Data that is transferred; and
 - any reasonable instructions notified to it by the Client.

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

Confidentiality

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

- treat the other party's Confidential Information as confidential [and safeguard it accordingly]; and
- not disclose the other party's Confidential Information to any other person without the owner's prior written consent.

43.17 Clause 43.13 shall not apply to the extent that:

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

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

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

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

- 43.21 Nothing in this Contract shall prevent the Client from disclosing the Supplier's Confidential Information:
- to other Crown Bodies or other Contracting Authorities on the basis that the information is confidential and is not to be disclosed to a third party which is not part of any Crown Body or any Contracting Agency;
 - to any consultant, supplier or other person engaged by the Client or any person conducting an Office of Government Commerce gateway review;
 - for the purpose of the examination and certification of the Client's accounts; or
 - for any examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Client has used its resources.
- 43.22 The Client shall use all reasonable endeavours to ensure that any government department, Contracting Agency, employee, third party or Sub-Supplier to whom the Supplier's Confidential Information is disclosed pursuant to clause 43 is made aware of the Client's obligations of confidentiality.
- 43.23 Nothing in this clause 43 shall prevent either party from using any techniques, ideas or know-how gained during the performance of the Contract in the course of its normal business to the extent that this use does not result in a disclosure of the other party's Confidential Information or an infringement of IPR.

Security Requirements

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

Malicious Software

- 43.28 The Supplier shall, as an enduring obligation throughout the Term, use the latest versions of anti-virus definitions available from an industry accepted anti-virus software vendor to check for and delete Malicious Software from the ICT Environment.
- 43.29 Notwithstanding clause 43, if Malicious Software is found, the parties shall co-operate to reduce the effect of the Malicious Software and, particularly if Malicious Software causes loss of operational efficiency or loss or corruption of Client Data, assist each other to mitigate any losses and to restore the Services to their desired operating efficiency.

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

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

Warranties

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

44. ACCEPTANCE TESTING IS NOT APPLICABLE

45. ENTIRE AGREEMENT

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

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

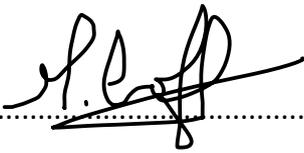
45.2. Both the Client and the Supplier unconditionally waives any rights it may have to claim damages against the other on the basis of any statement made by the other (whether made carelessly or not) not set out or referred to in this Contract (or for breach of any warranty given by the other not so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

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

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

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

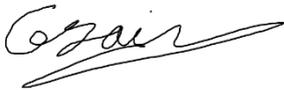
By 

Name.....Mark Croft.....

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

Date15th November 2018.....

Signed for and on behalf of Decision Lab Ltd:



By.....

Name....Gordon Squire.....

Title.....Mr.....

Date.....14/11/2018.....

SCHEDULE 1

INTERPRETATIONS

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

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

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

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

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

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

SCHEDULE 2

THE ORDERED SERVICES

INTRODUCTION

This Schedule 2 specifies the Ordered Services to be provided to the Client by the Supplier in the services required for FS101214. Please see the Schedule 2 - “Evidence Requirement Document”

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

GENERAL INTRODUCTION

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

The Agency is committed to openness, transparency and equality of treatment to all suppliers. As well as these principles, for science projects the final project report will be published on the Food Standards Agency website (www.food.gov.uk). For science projects we will encourage contractors to publish their work in peer reviewed scientific publications wherever possible. Also, in line with the Government’s Transparency Agenda which aims to encourage more open access to data held by government, the Agency is developing a policy on the release of underpinning data from all of its science- and evidence-gathering projects. Underpinning data should also be published in an open, accessible, and re-usable format, such that the data can be made available to future researchers and the maximum benefit is derived from it. The Agency has established the key principles for release of underpinning data that will be applied to all new science- and evidence-gathering projects which we would expect contractors to comply with.

A. THE SPECIFICATION

Background

Regulating Our Future programme

This project survey will contribute to the work of the Regulating Our Future (ROF) programme. The FSA is improving the way regulatory controls are delivered by developing a

modern, resilient system for ensuring that businesses meet their responsibilities. The new system will need to be proportionate to the type of food business and associated level of risk. It will take account of all available sources of information and be flexible enough to keep pace with technological change in the food industry, and able to adapt to the changing environment. For example, many big businesses have robust auditing regimes in place which could be formally acknowledged within the new model.

Under the current regulatory regime, all newly registered food businesses are subject to an initial physical inspection, regardless of the food safety risk they present. This 'one size fits all' approach is not sustainable or proportionate. The FSA is working closely with food business operators and local authorities to obtain behavioural insights to help inform a sustainable approach to food safety regulation, one that brings about business behaviour change to benefit consumers.

With the current official control system, all new food establishments need to register with, or be approved¹ by, their Local Authority (LA). The LA is then required to inspect the establishment for compliance with food hygiene law within 28 days. Limited prioritisation is undertaken of which establishments need to be inspected first until after the first inspection, after which the inspection frequency is set using a system prescribed within the Food Law Code of Practice²

As part of the ROF programme the FSA wishes to commission a data collection exercise that will be used to inform the development of the ROF programme and

supplement the data it currently has access to regarding the activities of food establishments from the usual channels, such as the Local Authority Enforcement Monitoring³ system (LAEMs) and the Food Hygiene Rating Scheme⁴ (FHRS). Neither of these data sets were designed for

¹ http://www.foodstandards.gov.scot/downloads/Revised_Approval_Guidance.pdf

² <https://signin.riams.org/connect/revision/zmi2z/Environmental-Health/Food-Law-Code-of-Practice-England>

³ https://signin.riams.org/files/display_inline/45859/laemsannualreport201617-22012018.pdf

⁴ <http://ratings.food.gov.uk/>

risk analysis on food business group behaviour within business types or by business activities, so they are either anonymised to some degree or do not report a complete data set.

This data is to be analysed to develop a concept model for a risk engine that will segment new food establishments based on a new set of risk indicators so that the most effective and proportionate initial intervention can be determined.

The model(s) will be integrated into a new food business segmentation model which will determine, based on risk, how food businesses are regulated in the future.

The Project Specification

The purpose of this project is to collect a detailed level of data on the food related activities of a large sample of food establishments and to use this data to develop models to forecast how compliant establishments with particular characteristics are likely to be with food safety law. The focus for this work will be to establish the framework for prediction models for new establishments who have yet to have a food safety inspection and who do not have any enforcement history.

The project will require the following two core elements:

- Data collection
- Analysis of data and development of prediction models

We would also like an option for the following additional work:

- Assessment of how easy it is for new establishments to provide data likely to be used in any prediction model
- Extending this model into more distinct areas of the food industry

Further requirements for each stage are given below.

Data collection

The FSA is seeking to gather a large data set relating to the business activities of a range of food establishments, including assessments of legal compliance by the relevant inspecting Local Authority (LA). The data required is a specified list of around 100 pieces of information relating to each establishment. This data is routinely gathered by LAs through their official control work, such as inspections. The data is held by LAs, but not in a common or standard format. For the majority of local authorities this detailed level of information will be in paper reports, scanned documents or on databases

The provisional data requirement was established through a series of workshops within the FSA, and local authority partners and based upon the information that is commonly used by officers when considering the relative risk of the businesses or is used to segment the businesses operations. Following the compilation of this data requirement, a successful pilot data gathering exercise was undertaken during February and March 2018. This involved officers from 9 LAs extracting data from their records on the FSA's behalf. Following this exercise, the process and data list has been modified to reflect the lessons learned through this process.

A copy of the data requirement can be found at **Annex 1**.

During the initial pilot phase, the data relating to approx. 200 establishments was gathered and collated. Local authorities reported that on average this took 40 minutes per establishment (including locating the hard copy files where required). We anticipate that as familiarity with the data required and the formats in which it is stored increases this time could be reduced.

The FSA now wishes to commission work to undertake a larger scale data gathering exercise; and to develop prediction models based on this data. The FSA envisages that this process will take part in two stages. The first stage will focus on gathering data on a common subsector of the food industry - restaurants & caterers, with the option of gathering data regarding the manufacturing subsector, if available. The FSA expects that this will be followed by the development of prediction models for restaurants & caterers to demonstrate proof of concept.

Should this modelling prove successful we would like the option for a second stage to cover both retailers (excluding supermarkets) and manufacturers. Given that the food

manufacturing sector is smaller than other subsectors in the industry, it is likely that the gathering of manufacturing data will need take place in both stages.

The decision on whether to progress to stage 2 will be solely that of the FSA based on the adequate demonstration of proof of concept at stage 1 by the contractor.

The tender shall include details on how the data will be gathered from LAs and must minimise the burden on individual LAs. The time at any individual LA can be split between stage 1 and stage 2.

An anonymised version of the data collected in the pilot has been included as supporting information for this specification (**Annex 2**), and is available for use in the analysis. Clearly should any of the pilot LAs be included in this data collection work, the contractor will need to ensure that data from the same establishment is not collected twice.

Since the pilot a few adjustments have been made to the data list following feedback from the exercise. Also a few additional data requirements have been added following a review of the data collected and further workshops. An expanded list of establishment types has also been included (**Annex 3**).

The contractor will need to outline a data collection framework and recommend, with justification, the number of establishments for which data will be collected split by FHRS rating⁵, individual compliance scores (Food Law Code of Practice) and business type. The split by business type needs to consider a) the sub categories under restaurants & caterers and retailers and b) new business type categories being developed as part of ROF programme (the current proposed list of the latter is provided as supporting information). The total number of establishments should be sufficient to construct suitable predictive models for each business type to accurately evaluate model performance. We would anticipate that 40% of the data will be for restaurants & caterers, 40% for retailers and 20% for manufacturers. In order to assist these calculations in the supporting material we have provided numbers of establishments by FHRS equivalent⁶ rating and business type for each LA (**Annex 4**).

Deciding on which LAs to visit needs to include consideration of:

⁵ <https://www.food.gov.uk/safety-hygiene/food-hygiene-rating-scheme>

⁶ FHRS equivalent rating is the rating an establishment would have if it was included in the FHRS scheme, so also includes non consumer facing food establishments

- Type of LA - District Councils, London Boroughs, Metropolitan Boroughs Councils, English Unitary Authorities, Northern Ireland Unitary Authorities and Welsh Unitary Authorities
- Rural, Urban, Mixed
- Geographical splits
- LAs with sufficient numbers of premises with different FHRs ratings and premises types to meet the requirements of the prediction models.
- The most efficient split to maximise sample size given the budget stated.

While we do not need the list of which LAs will be visited at this stage we do require details of likely numbers and how they will be selected.

We will require details of the methodology used to recruit LAs and to check the LAs have the data required. We will also require details of processes that the contractor will put in place to ensure data is collected to a high level of accuracy and that any issues in obtaining the data are both highlighted and resolved quickly. This is particularly the case for the new data fields added since the pilot.

The final dataset will need to be well documented and handed over to the FSA in non-anonymised and anonymised formats. The non-anonymised dataset will need to include a unique premises ID, premises name and address for each premises, to enable further analysis and linkage to other datasets. As all the data to be collected is not personal in nature and already in the public domain we do not foresee any data protection issues.

We will require a meeting with the research providers to review progress no later than one month after the data collection starts for each stage. At this meeting the research provider and FSA will agree any changes needed to the data collection process to maintain data quality and ensure sufficient numbers of establishments.

Development of model

We will require separate models for restaurants & catering, retailers and manufacturers.

The models for restaurants & catering and retailers will need to be able to predict the following outcomes:

- Seriously Non-Compliant (FHRS equivalent ratings of 0, 1)
- Not Broadly Compliant (FHRS equivalent rating of 0, 1, 2)
- Each of the three individual compliance components that are used to produce a FHRS rating i.e. “Compliance – hygiene”, “Compliance Structural, “Confidence in management”. Details of these can be found in the Food Law Code of Practice⁷.
- Fully compliant premises (FHRS equivalent rating of 5)

Although we will need models to predict each of these, the list above is in order of priority to the FSA. Any trade-offs that are needed in establishment numbers in each category needs to be covered in the tender. This needs to include a discussion of any likely consequences of such trade-offs.

While we anticipate the main models will be at the high-level business categories of restaurants & catering and retailers, we would also like, if possible, additional models for some of the sub categories which tend to have lower compliance rates to be considered e.g. take-aways, mobile food units.

Due to lower numbers of manufacturers we believe it will be more difficult to predict all the outcomes for this business type. In this case we expect the focus to be on fully compliant premises, although where possible efforts to predict the other outcomes listed above should be considered.

We require an outline of the analysis and prediction modelling approach(es) that the research provider proposes to undertake with justifications for the approach(es) in preference to other methods, and any drawbacks/risks there may be. As the FSA will need to be able to explain the rationale between the models we are not looking for a “black box” approach. We will require an explanation of the how the models make their predictions as a deliverable e.g. how they weight and combine different factors.

We require details of how the data will be used in the development of the model and how it is proposed to assess the accuracy of any models.

⁷ https://signin.riams.org/files/display_inline/45497/Food-Law-CoP-Eng-01032017.pdf

The final models will need to be Quality Assured in accordance with the AQUA Book on best practice⁸ and Quality Assurance logs will be required as a deliverable. We will require a technical report outlining the analysis and a handover session of the models to our internal Analytics team.

We would welcome some consideration of whether analysis can be undertaken throughout the project, so that data that is proving to be unhelpful can be weeded out allowing later data collection to be more targeted.

Two staged approach:

Due to the speculative nature of this work it is possible that the data collected will not be useful in developing prediction models; for instance, if there is no correlation between business compliance and any of these factors. Therefore, we will require a two-staged approach. The first stage will focus on data collection and development of models for restaurants & caterers. If this proves successful we anticipate a second stage covering retailers and manufacturers.

Should the go ahead be given for stage 2 then the FSA and the research provider will need to agree whether any refinements to the data collection exercise are required e.g. dropping data fields or changing the sampling plan.

Optional work 1: Assessment of how easy it is for new establishments to provide this data

Subject to the results of quantitative data analysis (if correlations are found), we may wish to collect additional qualitative data from new food business operators at the point on registration. New food businesses are of particular interest as no prior data would exist for them. As such, we may wish to conduct research with new Food Business Operators (FBOs) to explore whether, and to what extent, they are able to provide data about themselves.

Our expectation is that although a new FBO would be able to provide information regarding, for example, their size, type of cuisine and opening hours, we may wish to examine how

⁸ <https://www.gov.uk/government/publications/the-aqua-book-guidance-on-producing-quality-analysis-for-government>

much additional information they could provide and how this differs across types of new FBOs.

We consider that this work may best be conducted via telephone or face to face interview, or a combination of methods. It is expected that local authorities would be able to facilitate access to new food business operators. Tenderers should note, however, that FBO participation may be difficult due to the demands on their time and whether or not they have actually commenced trading.

Tenderers should provide costs for this work separately.

Optional work 2: Additional business types

Should the data gathering and analysis process prove to be reliable, the FSA may wish to extend this model into more distinct areas of the food industry where there would be greater challenge in identify a sufficient number of individual establishments in the subsector.

The FSA will consider extending the project in the following circumstances:

- A successful proof of concept has been provided
- The data gathered for the first and second subsectors has shown to have generated strong associations within the predictive model.
- That the cost per establishment data set is keep to the minimum to offset the more speculative nature or the work associated with targeting smaller subsectors.

The tender should include details on how this work will be carried out and include a unit cost of collecting data per specified number of food establishments, and development cost for each additional business type to be modelled. Should this extra work go ahead, all data must be collected in accordance with the terms of this specification, or subsequent varied specifications.

Required Deliverables:

The deliverables are as following:

1. The final dataset will need to be in a publishable format accompanied by clear documentation including data dictionaries and any data quality issues. Two versions will be required, one non-anonymised and one anonymised. The non-anonymised versions will need to include a unique

premise ID, premise name and address (including postcode) to enable further analysis and linkage to other datasets. The anonymised version will be published as open data.

2. A technical specification for the models. This needs to be at sufficient detail so that a) it can be used to explain the reasons for any specific prediction and b) form the basis of any future specification for an IT system to support the models.
3. A final technical report and power point presentation to the FSA.
4. Quality Assurance Logs of all models
5. Training in the models for staff in the FSA's Analytics Unit
6. Regular reports to keep us informed of the rate of data collection, any difficulties and their possible impact, and consequent recommendations to maintain data quality or adapt the planned modelling.
7. Report assessing how easy it is for establishments to provide the data required for the prediction models, highlighting any issues and making recommendations to make the process of supplying the data as easy as possible.

SCHEDULE 3

SPECIFIC OBLIGATIONS

1. SUPPLIER'S OBLIGATIONS

This Schedule 3 specifies the Ordered Services to be provided to the Client by the Supplier in the services required for FS101214. Please see Schedule 3 – “Application form for an evidence gathering project with Food Standards Agency – Research”

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

2. CLIENT'S OBLIGATIONS

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

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

3. REVIEW MEETINGS

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

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

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

To be agreed with the FSA representative.

been made. An example output would be a decision tree (like a flow diagram) explaining how an establishment has been given a particular prediction.

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 |
|---|---|
| 1.DATA COLLECTION | <p>COLLECT A DETAILED LEVEL OF DATA ON THE FOOD RELATED ACTIVITIES OF A LARGE SAMPLE OF FOOD ESTABLISHMENTS</p> <p>Our approach to data collection aims to obtain a high-quality data set with maximum efficiency by: seeking to reduce the number of data fields to only those relevant to the model outcomes and the FSA's requirements by using techniques such as feature selection analysis; prioritising data sets which are most efficient to collect; bulk document scanning; using our experience of automated data extraction approaches on scanned documents. Our approach puts the minimum possible demand on LA resources. By undertaking continuous analysis as part of our agile project approach, as new data come in we will be able to highlight issues and adapt the approach to meet the objectives. It will also mean that no more data is collected than necessary. We will undertake analysis to ensure that sample size is sufficient and the models are robust and generalisable.</p> |
| 2.ANALYSIS OF DATA AND DEVELOPMENT OF PREDICTION MODELS | <p>ESTABLISH THE FRAMEWORK FOR PREDICTION MODELS FOR NEW ESTABLISHMENTS WHO HAVE YET TO HAVE A FOOD SAFETY INSPECTION AND WHO DO NOT HAVE ANY ENFORCEMENT HISTORY</p> <p>Using our deep experience developing innovative advanced machine learning models for some of the country's most challenging applications, we will deliver reliable, confidence-giving models that the FSA and LAs can use to achieve practical performance improvement. Our developed models will predict all the desired outcomes including compliance rating and components of compliance rating. The models will cover the high-level business categories and sub categories. We will develop a model for manufacturers which will identify fully compliant premises and other desired outcomes. Our approach uses machine learning algorithms to make predictions. The models will not be "black box" and will give clear indications as to why predictions have been made. An example output would be a decision tree (like a flow diagram) explaining how an establishment has been given a particular prediction</p> |
| 3.ASSESSMENT OF HOW EASY IT IS FOR NEW ESTABLISHMENTS TO PROVIDE DATA LIKELY TO BE USED IN ANY PREDICTION MODEL | <p>We will survey FBOs and undertake analysis in order to gain an understanding of how easy it is for them to provide the relevant data, as described later in the document.</p> |
| 4.EXTENDING MODEL INTO MORE DISTINCT AREAS OF THE FOOD INDUSTRY | <p>We will collect additional data from LAs and develop models for different areas of the food industry, as described later in the document.</p> |

2: DESCRIPTION OF APPROACH/SCOPE OF WORK

A. APPROACH/SCOPE OF WORK

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

DATA COLLECTION

Summary

Due to non-standard data collection approaches across LAs, data not held in easily accessible and analysable formats, and the large number of food establishments and Local Authorities (LAs) the effort and expense involved with collecting a complete data set is impractical. Our approach to data collection aims to obtain a high-quality sample data set with maximum efficiency, this data set will enable us to develop high-confidence models that apply to the general population. We will achieve this by: conducting a time and effort efficient survey with LAs to understand the data landscape; using a targeted sampling approach on the most promising LA's data sets, whilst ensuring a sufficient data spread; using automated data extraction approaches including bulk scanning and Optical Character Recognition (OCR) to minimise the data collection effort and maximise sample

sizes; performing analysis such as feature importance analysis to reduce the data requirement to only important data fields; investigating alternative publicly available data sets that are easy to obtain that will contribute to improved modelling results and reduced data collection effort. Additionally, our Agile project approach is iterative and collaborative, and as such will highlight and resolve issues early, as the modelling will be undertaken alongside the data collection it will be able to inform this process and no more data than necessary will be collected. The collaborative nature of Agile will also ensure that FSA has a good understanding of progress and we will be able to respond to developing requirements and feedback. Further details of our approach are given below:

Local Authority Survey

In order to give the FSA a better understanding of the data landscape amongst LAs and in order to target our data collection to obtain data sets most efficiently, we will send out a brief email/web survey to each LA to understand what data they hold and in what format. The survey is not intended to give a complete picture of every single LA, but it will inform the FSA of the data landscape across LAs, in addition to informing our data collection exercise. We will produce a summary report for the FSA which will highlight issues for data collection in this project but also in the potential future roll-out of the system. To illustrate the benefit, in preparing this tender we contacted an LA in southern England to understand the type and format of data they held. We were informed that the LA does not keep records of many of the data fields as specified in the “Establishment survey question set”. Such information is pertinent when considering the challenges of the project and future development.

Sample Selection

The results of the survey will be used along with the ‘establishment numbers’ data to prioritise LA data sets for collection. We will prioritise LAs according to ease of data collection and use a stratified sampling approach to ensure sufficient spread of data across the categories stated in the specification document (Type of LA, Rural/Urban/Mixed, Geographical Split, FHRS rating, premises type). The volume of data collected will be dependant upon the data type and formats held by LAs. We will initially work with the high priority LA data to develop the models as other data is collected, highlighting and resolving issues and feeding back to the FSA. Our proposal is based on collecting records for an average of 1,000 establishments from each LA; some have fewer fields and may therefore be less than this, some more (where we can use automated approaches we will extract data on all establishments from the LA). We believe that it is important to collect a substantial number of records from a reasonable number of LAs (appropriately sampled), rather than a small number from every LA. We believe that non-standard reporting practices across LAs (example in 2 paragraphs time) may lead to a disjunct between LAs. This approach will enable us to develop a model that provably works well for the LAs sampled, and will produce the best possible results for these LAs, and demonstrate replicability for various LAs, rather than a broad sample, which would not give an indication of best performance in a real-world roll-out (where changes to data collection and reporting practices can be made). There is also a fixed cost associated with each new LA, it is therefore much more economical to collect more data from each LA.

We estimate that we will be able to collect data from between 15 and 27 LAs (giving 15,000 to in excess of 27,000 records), depending on data format (see later paragraph for costed estimate). This includes efficiencies above the 40 minute per establishment estimate given in the proposal (which would result in data for about 9 LAs). Using data from the “Establishments numbers” data set, Table 1 shows the proportion of total establishments by authority type. Based on a sample size of 25 LAs, it gives the number of LAs of each authority type we would collect data from. Within these we would aim to achieve an approximately representative split by Rural/Urban/Mixed and Geographical Split, following some data input to for each LA to establish which category it belongs to. We will use geographical categories such as South West England, South East England, London, Midlands, North East England, North West England, Scotland, Wales, Northern Ireland.

Table 1 Estimated sample size by LA

| Authority type | District Council | London Borough | Metropolitan Borough Council | NI Unitary Authority | Unitary Authority | Welsh Unitary Authority |
|---------------------------------|------------------|----------------|------------------------------|----------------------|-------------------|-------------------------|
| Proportion of establishments | 38% | 13% | 17% | 3% | 22% | 6% |
| Approx. number of LAs in sample | 10 | 3 | 4 | 1 | 6 | 2 |

We have undertaken an initial analysis of the “Establishment numbers” data set which has highlighted that there is quite a wide variation in the proportions of restaurant and caterer types by local authority, for example 48% are reported as Hotel/Guest house for Council of the Isles of Scilly, down to 0.2% in South Bucks. We have also highlighted that there may be issues in the way that LAs are categorising establishments, for example 100% are categorised as “Restaurants and caterers – other” by Carlisle city, whereas Corby categorises 100% as “Restaurant/ Cafe/Canteen”. We will highlight and overcome issues such as these by focussing on LAs with high quality data and taking a stratified sample approach to ensure that our sample data set covers a representative spread of establishments and LAs, in the approximate proportions of the general population. As an example, here are the proportions of restaurants and caterers by Authority Type and Establishment type, our sample will aim to match these proportions for these and the other metrics identified above.

| Caring premises | Hotel/Guest house | Mobile food unit | Pub/Club | Restaurant/ Cafe/Canteen | Restaurants and caterers - other | Take-away | School/ College |
|-----------------|-------------------|------------------|----------|--------------------------|----------------------------------|-----------|-----------------|
| 15% | 5% | 5% | 13% | 25% | 18% | 12% | 8% |

Data Collection

It is currently unclear in what format each of the LAs hold the data, though the ITT clarification questions response suggests that *“almost all LA are still dependent on the use of paper records, and the degree of data held on their electronic database in an extractable form is significantly limited compared to the data requirement for this research. It is likely then that in most cases, any successful approach will need to involve a review of paper-based forms, or scanned version of such forms”*

Below we discuss the different data formats, the expected effort and our approaches to maximise collection efficiency. The data formats are listed in terms of ascending collection effort. LAs with lower effort data formats will be prioritised.

- 1. Database
- Structured Data
 - 2. Digital document, structured, programmatically readable (e.g. digital word document, no free text fields)
 - 3. Digital document, structured, not programmatically readable (e.g. digital pdf document, no free text fields)
 - 4. Physical document, structured, typed (e.g. typed and printed document, no free text fields)
- Unstructured Typed Data
 - 5. Digital document, unstructured, programmatically readable (e.g. digital word document, with free text fields)
 - 6. Digital document, unstructured, not programmatically readable (e.g. digital pdf document, with free text fields)
 - 7. Physical document, unstructured, typed (e.g. typed and printed document, with free text fields)
- Structured and Unstructured Handwritten Data
 - 8. Handwritten documents

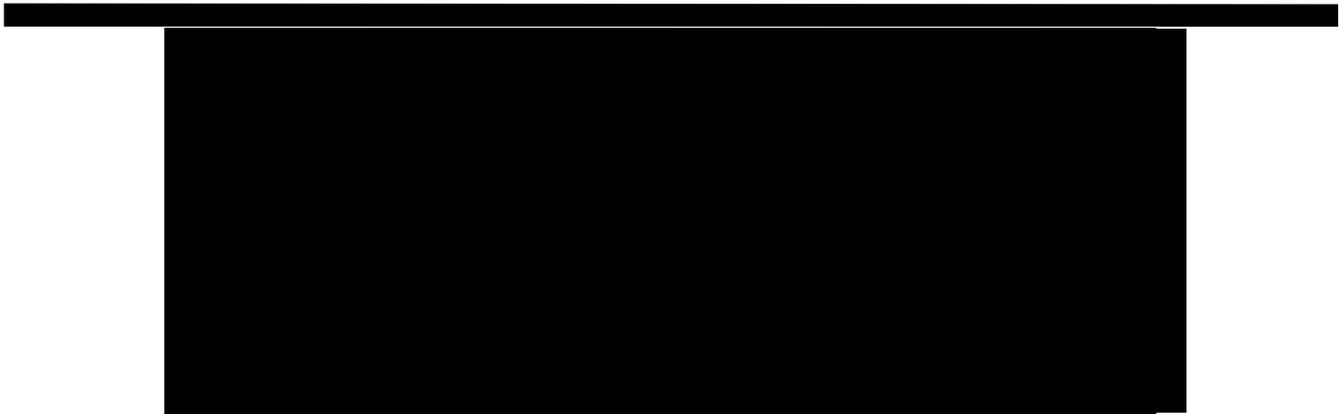


Figure 1 Flow diagram of data journey. Red boxes are processes. White boxes are stages in the data journey.

The approach taken will depend on the form of the data held by LAs. We believe that by scanning documents and through the use of automated approaches we will be able to achieve substantial data collection efficiencies above the 40-minute time estimate. Our proposed approach to each of the document types is given in Table 2.

Table 2 Proposed approach for each document type (question marks indicate that approach may be possible)

| Data format | Scanning | Automated Extraction | Manual Capture |
|-------------|----------|----------------------|----------------|
| 1 | | | |
| 2 | | ✓ | |
| 3 | | ✓ | |
| 4 | ✓ | ✓ | |
| 5 | | ✓? | ✓ |
| 6 | | ✓? | ✓ |
| 7 | ✓ | ✓? | ✓ |
| 8 | ✓ | | ✓ |

Bulk Document Scanning

Scanning paper documents will improve the time and cost efficiency of data collection. It enables automated processes as described below, and in the case where automated approaches are not feasible and manual collection is necessary, it will improve productivity of collection by allowing remote, computer-based work and data collation (e.g. by using software to join different data sources). It will also minimise the burden on LAs, and reduce the work that must be carried out on-site.

We have surveyed several suppliers of document scanning, automated data extraction and manual data entry services to find the most cost effective, reliable and secure supplier. Our selected supplier is cleardata (further details are available later in the proposal). They will undertake bulk document scanning. This can be undertaken by collecting paper records from LAs, or documents may be scanned on site if required.

[REDACTED]

Manual Data Capture

Although we have the capability to develop a system to automatically extract data from unstructured forms and even handwritten data, we believe, given the relatively small number of records for each LA, it will be more economical to use manual data capture for these records. Cleardata is an experienced supplier of manual data capture, they have the capability to process the required volume of data within the timeframe of the project. Together, we have carefully put together an estimate of the expected cost of using this approach. By scanning paper records to digital forms and working with Cleardata we can reduce the effort for each establishment from the 40-minute estimate in the specification. These efficiencies come from: 1) greater productivity from working on digital records; 2) the ability to distribute the work to several individuals; 3) the delegation of work to less expensive staff; and 4) where there are different forms for each establishment these can be undertaken separately and the data joined automatically. Although the data input will be undertaken cost effectively, the process will be overseen by senior decisionLab consultants and, under our Agile approach, the data will be under review and analysis as it is produced, ensuring high quality outputs.

Another opportunity that we could consider for even greater efficiency is to use a service such as Amazon’s Mechanical Turk, where the task of manually capturing the data from a form is distributed to a team of remote internet workers. We would remove personal or sensitive data before sending out the forms. Double blinding would be used to ensure quality. We have not costed this option as we believe that LAs are unlikely to be happy with this option due to data sensitivity, however we mention it to note that we would make further efficiencies if this were not the case.

Workload

We have reviewed the updated data requirement provided in the ‘Establishment survey question set’ in order to estimate the data collection effort. Table 3 shows the number of questions from each data source by response type category. Different response types require different collection effort for both manual and automated approaches (setup effort). Looking at LAEMS enforcement data from 2015/6 on average 7% of establishments were non-compliant, we have used this assumption to calculate the average number of responses per establishment. There is a total of 91 questions when an establishment has a single inspection, some establishments will have more than one, with no data on inspection numbers we used an estimate for of around 100 data fields on average. We assume these are split across about 10 separate structured, typed forms. If the format differs from this, the costs may vary.

Table 3 Number of data fields to capture

| Response type | Establishment | Hygiene inspection | Hygiene non-compliance | Standards inspection | Standards non-compliance | Average per establishment |
|-------------------------------|---------------|--------------------|------------------------|----------------------|--------------------------|---------------------------|
| Yes, no | 44 | 0 | 16 | 0 | 14 | 46 |
| Number | 2 | 8 | 0 | 8 | 0 | 18 |
| Short text (5 or fewer words) | 4 | 1 | 0 | 1 | 0 | 6 |
| Long text (up to 20 words) | 6 | 0 | 0 | 0 | 0 | 6 |
| Plain text | 6 | 4 | 4 | 4 | 4 | 15 |
| | | | | | Total | 91 |

Collaboration with Local Authorities

As a data science consultancy, we have a great deal of experience working with organisations to collect and understand their data. In our cost estimates, we have included time working with each LA. This includes introductory communications to explain the project, understanding data formats, obtaining data samples, overcoming issues, discussing data security, and data collection admin including visits to LAs if necessary and returning data and follow-up communications.

Identifying issues

We are aware of the potential challenges associated with the data collection exercise, we expect to find a wide variety of reporting formats, and some data gaps. In preparing this tender we contacted an LA in southern England to understand the type and format of data they held. We were informed that the LA does not keep records of many of the data fields as specified in the “Establishment survey question set”. We believe that our approach is best suited to identifying and overcoming issues. Using our

Agile project approach, we will work in two-week sprint cycles. At the end of each sprint we will have a working prototype of the final solution, this will be updated and improved each sprint. We will also undertake an analysis of the latest data (this will be undertaken using automated scripts that we develop to minimise effort). At the end of each sprint we propose that there will be a sprint review with the FSA to demonstrate progress, gather feedback, identify and overcome risks and issues. This iterative, collaborative approach is ideally suited to overcoming issues, for example, rather than doing all the data collection and subsequently discovering that a necessary data field hasn't been collected, we will be able to identify issues and implement solutions as the project develops. It will also allow us to incorporate developing FSA requirements as they are realised throughout the project.

Reducing the data requirement

A further benefit of our agile approach, and the fact that we will be developing the model in parallel with the data collection exercise is that we will quickly gain insights into which data fields are useful for modelling and those which are not, this will allow us to reduce the number of data fields required for collection, increasing the amount of data collected for a given cost.

[REDACTED]

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

[REDACTED]

[REDACTED]



MODELLING

Our experience

Our proposal for the modelling activity is based on our deep experience delivering high-value, innovative mathematical modelling and data science projects for our industry-leading clients. As an example, our team developed cutting-edge machine learning models for Rolls Royce and Royal Navy to predict when critical assets on battleships and aircraft will fail. The MoD is procuring a second phase of work having said *“Only decisionLab have the specific algorithm design capability necessary to produce a working demonstrator that can be successfully applied to the complex and vast dataset”*.

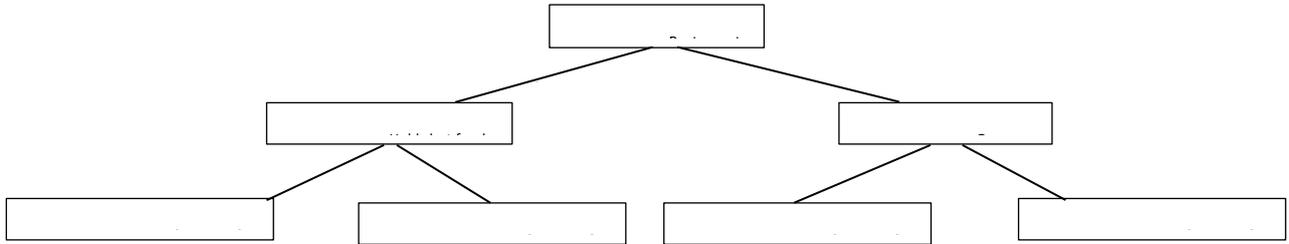
[Redacted text block]

[Redacted text block]

Decision trees (and variants)

In order to find the best model for the problem we will also test decision tree-based models. These are an excellent non-black box choice for this task as they can output a clear logical flow diagram explaining how an establishment has been given a particular prediction. An (extremely simplified) illustration is given in Figure 2. These models learn patterns from a large test dataset, and apply the results to new cases. They will categorise establishments based on characteristics which are good predictors of rating. We will also investigate variations or simple decision-tree based models such as 'random forest', which have additional benefits.

Figure 2 Illustration of decision tree model



Visualising sophisticated black-box models

It is a clear requirement for the outputs of the model to be interpretable, however there is often a trade-off between interpretability and model sophistication. More sophisticated models can often have better predictive power for some types of problems. In order to understand the predictions of such models we can use libraries such as 'lime'¹⁰ and 'shap'¹¹, which tell us how much of an influence different data fields have on the end result and help us to visualise these, as illustrated in Figure 3. We will therefore also test the use of sophisticated models (such as 'XGBoost') in combination with model interpretation libraries to explore the performance of more sophisticated models and gain an upper-bound on model performance.

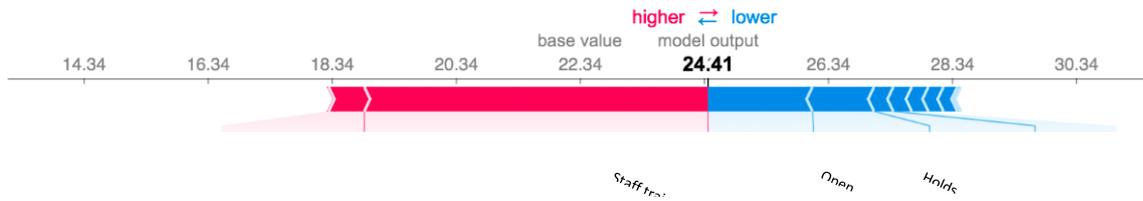


Figure 3 Example output of model interpretation library, showing the positive or negative influence of each data field on establishment score

Technology

[Redacted text block]

[Redacted text block]

[REDACTED]

[REDACTED]

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

[REDACTED] 2

[REDACTED]

[REDACTED]

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

[REDACTED]

[REDACTED]

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

B. INNOVATION

- [REDACTED]

[REDACTED]

[REDACTED]

3: THE PROJECT PLAN AND DELIVERABLES

A. THE PLAN

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

A detailed project plan is given in Figure 4. Details of the tasks have been given in section 'A.APPROACH/SCOPE OF WORK' above.



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

OFFICIAL

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 |
|---|---|---|
| 1 | Fortnightly starting 05/11/2018 until project end | 6.REGULAR REPORTS |
| 2 | MARCH 2019 | 1.FINAL DATASET |
| 3 | MARCH 2019 | 3.FINAL TECHNICAL REPORT AND POWER POINT PRESENTATION TO THE FSA |
| 4 | MARCH 2019 | 4.QUALITY ASSURANCE LOGS OF ALL MODELS |
| 5 | MARCH 2019 | 2.MODEL TECHNICAL SPECIFICATION |
| 6 | MARCH 2019 | 7.REPORT ASSESSING HOW EASY IT IS FOR ESTABLISHMENTS TO PROVIDE THE DATA REQUIRED FOR THE PREDICTION MODELS |
| 7 | MARCH 2019 | 5.TRAINING IN THE MODELS FOR STAFF IN THE FSA'S ANALYTICS UNIT |

4: ORGANISATIONAL EXPERIENCE, EXPERTISE and STAFF EFFORT

A. PARTICIPATING ORGANISATIONS' PAST PERFORMANCE

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

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

[Redacted text block]

[Redacted text block]

[Redacted text block]

B. NAMED STAFF MEMBERS AND DETAILS OF THEIR SPECIALISM AND EXPERTISE

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

Lead Applicant decisionLab

Named staff members, details of specialism and expertise.

[Redacted text block]

[Redacted text block]

5: PROJECT MANAGEMENT

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

[Redacted content]

6. RISK MANAGEMENT

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

| Identified risk | Likelihood of risk (high, medium, low) | Impact of Risk (high, medium, low) | Risk management strategy |
|--|--|------------------------------------|--|
| Loss of data (theft, hacking, lost laptops etc) | Low | High | See data protection section |
| Some LAs do not hold required data | Medium | Low | There are a sufficient number of LAs that if it is found that an LA doesn't have the required data we will work with other another LA. In order to mitigate the impact and not waste valuable project time we will conduct an initial survey with LAs to understand the data they hold. We will also take an example of the data from an LA before commencing full data capture to ensure it is correct. |
| LA data is much more difficult to capture than estimated (e.g. complex format, not stored consistently, data gaps) | Medium | Medium | It is likely that there will be a wide variety of reporting formats across LAs. Some will be more difficult to capture than others. Our strategy to mitigate this risk (as stated in the document above) is to survey LAs to identify some with promising data and work with these. We have provided an estimated range for how much data we will be able to capture, even at the lower end of this estimate range we believe we will be able to build good models, we will use statistical approaches to boost the performance of these models. |
| Models fail to produce acceptable results | Low | High | Our agile project management approach and deep experience of machine learning and mathematical modelling will ensure that this project has the best possible chance of success. We will not limit ourselves to a single modelling approach, but through the evolving sprint process we will develop models with the best chance of success. |
| Key project staff are not available for work (sickness/leaving organisation) | Low | Low | decisionLab operate a scrum approach in which several members of the extended team are aware of the details of projects and are in position to step into place when necessary. It also means that the team size can flex to meet extra demand. We have a data science team of seven, with additional associate resources we can call upon. |

| | | | |
|--|--------|-----|--|
| Large inconsistencies in reporting between LAs | Medium | Low | Our modelling can take this into account. We can either introduce corrections into the data or build separate models for outlying LAs. |
| There are few responses to our LA survey of data formats | High | Low | We do not expect a timely response from all LAs, even if a small number respond it will help steer our data collection exercise. If the number of responses is too low, we will spend a small amount of time chasing by email and phone. |

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

See uploaded DecisionLab QA policy. Please see uploaded Cleardata document on security and accreditations.

B. ETHICS

Please identify the key ethical issues for this project and how these will be managed. Please respond to any issues raised in the Specification document
Please describe the ethical issues of any involvement of people, human samples, animal research or personal data in this part. In addition, please describe the ethical review and governance arrangements that would apply to the work done.

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

Protection of Personal Data

We will ensure that personal data is protected. See data protection section below.

Algorithmic Bias

There are regional and ethnic identifiers captured as part of the establishment dataset, such as the cuisine type served by the establishment. We will be aware of the potentially sensitive nature of decisions that could be made by our algorithms and take steps to alleviate any 'algorithmic bias' as appropriate.

C. DATA PROTECTION

Please identify any specific data protection issues for this project and how these will be managed. Please respond to any specific issues raised in the Specification document.
Please note that the successful Applicant will be expected to comply with the Data Protection Act (DPA) 1998 and ensure that any information collected, processed and transferred on behalf of the FSA, will be held and transferred securely.

[Redacted content]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

D. SUSTAINABILITY

The Food Standards Agency is committed to improving sustainability in the management of operations. Procurement looks to its suppliers to help achieve this goal. You will need to demonstrate your approach to sustainability, in particular how you will apply it to this project taking into account economic, environmental and social aspects. This will be considered as part of our selection process and you must upload your organisations sustainability policies into the eligibility criteria in Bravo. Please state what(if any) environmental certification you hold or briefly describe your current Environmental Management System (EMS)

We have uploaded our sustainability objectives document. Where applicable we will ensure that all of these objectives are met on this project.

Some examples of objectives we will achieve on this project:

- minimise the environmental impact of our operations by reducing transport of mail and print wherever and whenever possible
- ensure that our operations comply with existing duties of care and environmental legislation
- recycle and reuse wherever possible and maintain our recycling processes to reduce waste sent to landfill
- resolve environmental issues either at, or as close to, their source as is practically possible
- To work only with and use products which are from sustainable sources i.e. paper
- To use office consumables and products that have the minimum environmental impact during manufacture, use and/or subsequent disposal
- ensure that environmental care shall be considered in decisions at all levels in the organisation

Some specific actions we will undertake on this project:

- Maximise the use of teleconferencing and phone-calls wherever possible to reduce transport emissions
- Offset carbon emissions generated as a result of this project.
- Minimise the use of printing wherever possible and to only use recycled paper for printing

The project is also part of a move towards digitisation of records, which will reduce paper waste and deforestation.

E. DISSEMINATION AND EXPLOITATION (Science Projects Only)

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

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

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

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

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

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

Following consultation with FSA on the appropriateness of dissemination (it's not mentioned in the specification document), we will endeavour to disseminate the research following our usual publication channels, including online case studies, dissemination via social media (linkedin articles). We also regularly present work at the Operational Research Society conferences, and would endeavour to present this work if appropriate. We may also be able to get the research published in their quarterly publication 'Impact'.

**SCHEDULE 4
PRICING**

This Schedule 4 specifies the Ordered Services to be provided to the Client by the Supplier in the services required for FS101214. Please see Schedule 4 – “Application form for an evidence gathering project with Food Standards Agency – Financials Template”

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

1. INTRODUCTION

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

2. BASIC PRINCIPLES

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

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

| | |
|------------------|----------|
| Tender Reference | FS101214 |
|------------------|----------|

| | |
|--------------|---|
| Tender Title | Data collection and modelling for food business compliance indicators |
|--------------|---|

| | |
|------------------------------|-----------------|
| Full legal organisation name | DecisionLab Ltd |
|------------------------------|-----------------|

| | |
|-----------------------|------------|
| Main contact title | [REDACTED] |
| Main contact forename | [REDACTED] |
| Main contact surname | [REDACTED] |

| | |
|-----------------------|------------|
| Main contact position | [REDACTED] |
| Main contact email | [REDACTED] |
| Main contact phone | [REDACTED] |

| | |
|--|-------------------------------------|
| Will you charge the Agency VAT on this proposal? | <input checked="" type="checkbox"/> |
|--|-------------------------------------|

| | |
|--|--------------------------|
| Please state your VAT registration number: | <input type="checkbox"/> |
|--|--------------------------|

Project Costs Summary Breakdown by Participating Organisations

Please include only the cost to the FSA.

| Organisation | VAT Code* | Total (£) |
|--------------|-----------|--------------|
| [REDACTED] | STD | £ [REDACTED] |
| [REDACTED] | STD | £ [REDACTED] |

| | |
|--|--------------|
| Total Project Costs (excluding VAT) ** | £ [REDACTED] |
|--|--------------|

* 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)

| | | |
|-------------------------------------|---|------------|
| Staff Costs | £ | [REDACTED] |
| Overhead Costs | £ | - |
| Consumables and Other Costs | £ | [REDACTED] |
| Travel and Subsistence Costs | £ | [REDACTED] |
| Total Project Costs | | |
| | £ | [REDACTED] |

COST OR VOLUME DISCOUNTS - INNOVATION

The Food Standards Agency collaborates with our suppliers to improve efficiency and performance to save the taxpayer money. A tenderer should include in his tender the extent of any discounts or rebates offered against their normal day rates or other costs during each year of the contract. Please provide full details below:

quoted decision Lab day rates include 7% discount on usual day rates for first contract with FSA.

| | | |
|----------------------|---------------|--|
| SIGNATURE | Gordon Squire | |
| NAME | Gordon Squire | |
| DATE | 28-Sep-2018 | |
| REVISION DATE | | Enter the effective date if this version of the template replaces an earlier version |

Staff Costs Table

*This should reflect details entered in your technical application section 4C.

Please insert as many lines as necessary for the individuals in the project team.

Please note that FSA is willing to accept pay rates based upon average pay costs. You will need to indicate where these have been used.

| * Role or Position within the project | Participating Organisation | Daily Rate (£/Day) | * Daily Overhead Rate (£/Day) | Days to be spent on the project by all staff at this grade | Total Cost (incl. overheads) |
|---------------------------------------|----------------------------|--------------------|-------------------------------|--|------------------------------|
| [REDACTED] | [REDACTED] | [REDACTED] | | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | | [REDACTED] | [REDACTED] |

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

| | |
|---|--|
| * Total Overhead Costs (if not shown above) | |
|---|--|

Consumable/Equipment Costs

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

| Item | Quantity | Cost/Item(£) | Total |
|------------|------------|--------------|------------|
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |

| | |
|-----------------------------|--------------|
| Total Material Costs | £ [REDACTED] |
|-----------------------------|--------------|

Travel and Subsistence Costs

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

| Purpose of journey or description of subsistence cost | Frequency | Cost each (£) | Total Cost |
|---|------------|---------------|------------|
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |

| | |
|---|--------------|
| Total Travel and Subsistence Costs | £ [REDACTED] |
|---|--------------|

| |
|-----------------------------|
| The Pricing Schedule |
|-----------------------------|

| Proposed Project Start Date | 22-Oct-2018 | Amount | | | | |
|------------------------------------|--|---------------|--------------------|---|--|-----------------------|
| Invoice Due Date | Description as to which deliverables this invoice will refer to (Please include the deliverable ref no(s) as appropriate) | *Net | ** VAT Code | § Duration from start of project (Weeks) | § Duration from start of project (Date) | Financial Year |
| 05-Nov-2018 | Regular report 1 | £ 11,000.00 | | 2 | 05-Nov-2018 | 2018-19 |
| 19-Nov-2018 | Regular report 2 | £ 11,000.00 | | 4 | 19-Nov-2018 | 2018-19 |
| 03-Dec-2018 | Regular report 3 | £ 11,000.00 | | 6 | 03-Dec-2018 | 2018-19 |
| 31-Dec-2018 | Regular report 4 | £ 11,000.00 | | 10 | 31-Dec-2018 | 2018-19 |
| 14-Jan-2019 | Regular report 5 | £ 11,000.00 | | 12 | 14-Jan-2019 | 2018-19 |
| 28-Jan-2019 | Regular report 6 | £ 11,000.00 | | 14 | 28-Jan-2019 | 2018-19 |
| 11-Feb-2019 | Regular report 7 | £ 11,000.00 | | 16 | 11-Feb-2019 | 2018-19 |
| 25-Feb-2019 | Regular report 8 | £ 11,000.00 | | 18 | 25-Feb-2019 | 2018-19 |
| 11-Mar-2019 | Regular report 9 | £ 11,000.00 | | 20 | 11-Mar-2019 | 2018-19 |
| 25-Mar-2019 | Final Dataset | £ 22,408.00 | | 22 | 25-Mar-2019 | 2018-19 |
| 25-Mar-2019 | Final technical report and presentation to FSA | £ - | | 22 | 25-Mar-2019 | 2018-19 |
| 25-Mar-2019 | QA assurance of all models | £ 2,000.00 | | 22 | 25-Mar-2019 | 2018-19 |

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| | | | | | | |
|---|-------------------------------|--------------------|--|----|-------------|---------|
| 25-Mar-2019 | model technical specification | £ 3,000.00 | | 22 | 25-Mar-2019 | 2018-19 |
| 25-Mar-2019 | Training | £ 2,000.00 | | 22 | 25-Mar-2019 | 2018-19 |
| Retention/ Final Deliverable | *** | £ 32,102.00 | | | | |

| | |
|--------------|--------------------|
| Total | £160,510.00 |
|--------------|--------------------|

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

Summary of Payments

| | Year 1 | Year 3 | | |
|---|--------------------|--------------------|-------------------|--------------------|
| Financial Year (Update as applicable in YYYY-YY format) | 2018-19 | 2018-19 | Retention | Total |
| Total Amount | £128,408.00 | £128,408.00 | £32,102.00 | £288,918.00 |

SCHEDULE 5

INVOICING PROCEDURE & NO PO/NO PAY

1. INVOICES SHALL SPECIFY:

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

2. INVOICE SUBMITTAL

Invoicing the FSA:

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

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

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

3. INVOICE PAYMENT

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

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

3.3 NO PURCHASE ORDER, NO PAY.

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

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

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

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

4. CORRESPONDENCE

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

Nathan Philippo
Food Standards Agency
70 Petty France
Westminster
London
SW1H 9EX

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

Gordon Squire
Decision Lab Ltd
N201C Vox Studios
1-45 Durham Street
London
SE11 5JH

SCHEDULE 6

DISPUTE RESOLUTION PROCEDURE

1. INTRODUCTION

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

2. MEDIATION

- 2.1. The procedure for mediation pursuant to [Clause 18](#) and consequential provisions relating to mediation shall be as follows:
 - 2.1.1. a neutral adviser or mediator ('the Mediator') shall be chosen by agreement between the Client and the Supplier or, if they are unable to agree upon the identity of the Mediator within ten (10) Working Days after a request by one party to the other (provided that there remains agreement for mediation), or if the Mediator agreed upon is unable or unwilling to act, either party shall within ten (10) Working Days from the date of the proposal to appoint a Mediator or within ten (10) Working Days of notice to either party that he is unable or unwilling to act, apply to the Centre for Effective Dispute Resolution ('CEDR') to appoint a Mediator;
 - 2.1.2. the Client and the Supplier shall within ten (10) Working Days of the appointment of the Mediator meet with him in order to agree a programme for the exchange of all relevant information and the structure to be adopted for negotiations to be held. The parties may at any stage seek assistance from the CEDR to provide guidance on a suitable procedure.
- 2.2. Unless otherwise agreed by the Client and the Supplier, all negotiations connected with the dispute and any settlement agreement relating to it shall be conducted in confidence and without prejudice to the rights of the parties in any future proceedings.
- 2.3. In the event that the Client and the Supplier reach agreement on the resolution of the dispute, the agreement shall be reduced to writing and shall be binding on both parties once it is signed by the Client's Head of Procurement and the Supplier.
- 2.4. Failing agreement, either the Client or Supplier may invite the Mediator to provide a non-binding but informative opinion in writing.
- 2.5. The Client and the Supplier shall each bear their own costs in relation to any reference made to the Mediator and the fees and all other costs of the Mediator shall be borne jointly in equal proportions by both parties unless otherwise directed by the Mediator.
- 2.6. Work and activity to be carried out under this Contract shall not cease or be delayed during the mediation process.

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

SCHEDULE 7

CONFIDENTIALITY UNDERTAKING

1. INTRODUCTION

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

CONFIDENTIALITY UNDERTAKING

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

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

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

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

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

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

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

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

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OTHER ACT AFFECTING THE DETENTION OF PEOPLE IN LEGAL CUSTODY. I AM AWARE THAT SERIOUS CONSEQUENCES MAY FOLLOW FROM ANY BREACH OF THAT ACT.

SIGNED:

NAME:

DATE OF SIGNATURE:

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Schedule 8 – Staff Transfer – “TUPE”

Not applicable

Schedule 9 – Commercially Sensitive Information

None identified

Schedule 10 – Variation Notice – Request for Variation

1 General principles of the Variation Procedure

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

2 Costs

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

3 Change Authorisation

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

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Schedule 11 – Exit Management

None Identified

Schedule 12 Processing, Personal Data and Data Subjects

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

1. The contact details of the Controller’s Data Protection Officer are: Nathan Philipppo, Food Standards Agency, Clive House, London SW1H 9EX
2. The contact details of the Processor’s Data Protection Officer are: Gordon Squire, Decision Lab Ltd, N201C Vox Studios, 1-45 Durham Street, London ,SE11 5JH
3. The Processor shall comply with any further written instructions with respect to processing by the Controller.
4. Any such further instructions shall be incorporated into this Schedule.

| Description | Details |
|---|---|
| Identity of the Controller and Processor | The parties agree there is no personal data to be processed as part of this contract. |
| Subject matter of the processing | |
| Duration of the processing | |
| Nature and purposes of the processing | |
| Type of Personal Data being Processed | |
| Categories of Data Subject | |
| Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data | |



APPENDIX A VARIATION REQUEST FORM

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



APPENDIX B VARIATION FORM

PROJECT TITLE:

DATE:

VARIATION No:

BETWEEN:

The Food Standards Agency (hereinafter called "the Client") & Decision Lab Ltd (hereinafter called "the Supplier")

1. The Contract is varied as follows:

Contract

x

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

SIGNED:

For: The Client

For: The Supplier

By:

By:

Full Name:

Full Name:

Position:

Title:

Date:

Date:

APPENDIX C TABLE OF POLICIES

Table of Policies

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

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| | | |
|---|---|--|
| | their responsibilities and adhere to the relevant legislations. | |
| Users ICT Security Policy (for all staff) | Security is required to counter threats from external penetration, internal users and environmental events beyond FSA control. Appropriate measures must be in place to control access, preserve the confidentiality, integrity and availability of data and protect each ICT system. In addition the Agency must ensure security standards are maintained to satisfy the requirements of legislation, the HMG Security Policy Framework and industry standards such as ISO27001. This policy defines the FSA security principles and measures to ensure employees understand their responsibilities, managers can identify what is expected of staff and auditors can ascertain that the correct measures are being applied. | - Passwords -Mobile Computing and Remote Access -Virtual Private Networks - Secure Data Storage -Data Backup and Recovery -Workstation Security -Encryption -Software Movements - Security of Equipment Off-Premises -Removal of Property -Secure Equipment Storage and Access |
| ICT Security Policy (for IT staff ONLY) | This policy is for ISTED staff only The purpose of the policy is as above but with greater detail and extended content in recognition of the increased system access ISTED staff require, and to ensure standards in the development/support/maintenance of our systems are met. It was recognised that detailing the principles that apply to both users and ISTED staff within one length security policy confused the key issues and areas of responsibility and alienated the user audience. | -Mobile Computing and Remote Access -Passwords -Network Security - Perimeter Management -Secure Data Storage -Data Backup and Recovery -Encryption -Agency Software -Software Rollout - Software & Hardware Disposal - Software Movements -Software Audit -Patch Management - Equipment Security -Supporting Utilities -Cabling Security - Equipment Maintenance -Security of Equipment Off-Premises -Removal of Property -Secure Equipment Storage and Access -ICT Systems Security -Control of Development Environments -Change Control - Design and Acceptance of Development -Contingency Planning -Technical Compliance Checking -Technical Review of Operating System Changes |
| Mobile Voice and Data Policy | The FSA did not have policy for the supply of mobile voice and data tools for Agency staff e.g. Laptops and Blackberries. A policy was needed to allow potential suppliers to give an accurate quote for services, driving better value for money for the FSA. The policy was developed to maximise the efficiency of the mobile voice and data contracts by ensuring that the right people have the right equipment to fulfil their roles. The policy sets out criteria by which these tools are issued together with the a principle that each user will be issued with only one mobile data contract. | -Definition of FSA Remote working tools -Connectivity options - Computer Equipment -Who is eligible -Roles & responsibilities |