

Trading Standards South West CIC  
Victoria Commercial Centre  
Victoria  
PL26 8LG

Attn: [REDACTED]

By email to: [REDACTED]

Date: 23/08/19

Your ref: NA

Our ref: FSA680

Dear [REDACTED]

**Award of contract for the supply of Development of a Food Standards training Manual for English local authorities (LAs) & review of existing Manuals (Wales and Northern Ireland).**

Following your tender/ proposal for the supply of Development of a Food Standards training Manual for English local authorities (LAs) & review of existing Manuals (Wales and Northern Ireland) to The Food Standards Agency, we are pleased to award this contract to you.

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

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

- 1) The Services shall be performed at [*insert description of premises (including whether they are the Customer’s premises, the Supplier’s premises and/or a third party’s premises and in each case the address)*].
- 2) The Specification for the Services shall be as set out in Annex 2.
- 3) The services to be supplied is as set out in Annex 3 – The Suppliers Technical Proposal and Post Tender Clarifications.
- 4) The charges for the service are set out in Annex 4 – The Suppliers Financial Proposal.
- 5) The Term shall commence on 2<sup>nd</sup> September 2019 and the Expiry Date shall be 31<sup>st</sup> March 2024.
- 6) The address for notices of the Parties are:

**Customer**

Food Standards Agency  
6<sup>th</sup> Floor - Clive House  
70 Petty France

**Supplier**

Trading Standards South West CIC  
Victoria Commercial Centre  
Victoria

Westminster

PL26 8LG

London

SW1H 9EX

Attention: [REDACTED]

Attention: [REDACTED]

Email: [REDACTED]

Email: [REDACTED]

- 7) The following persons are Key Personnel for the purposes of the Agreement:

**Name**

**Title**

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

### Payment

All invoices must be sent, quoting a valid purchase order number (PO Number), to: [REDACTED]  
[REDACTED] Within 10 working days of receipt of your countersigned copy of this letter, we will send you a unique PO Number. You must be in receipt of a valid PO Number before submitting an invoice.

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

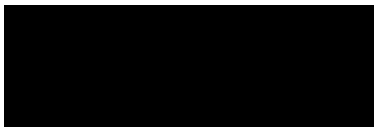
### Liaison

For general liaison your contact will be [REDACTED]

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

Yours faithfully,

[REDACTED]



Signed for and on behalf of Food Standards Agency

Name: Craig Thomas

Job title: Procurement Business Partner

Signature:



Date: 02/09/2019

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

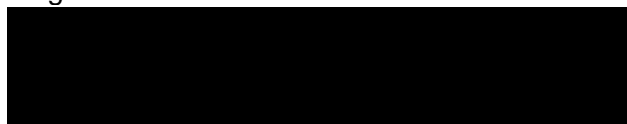
Signed for on behalf of Trading Standards South West CIC

Name:



Job Title: Finance Director TSSW CIC Ltd

Signature:



Date: 30/8/2019

## Annex 1

### Terms and Conditions of Contract for Services

#### 1 Interpretation

##### 1.1 In these terms and conditions:

“Agreement”	means the contract between (i) the Customer acting as part of the Crown and (ii) the Supplier constituted by the Supplier’s countersignature of the Award Letter and includes the Award Letter and Annexes;
“Award Letter”	means the letter from the Customer to the Supplier printed above these terms and conditions;
“Central Government Body”	means a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics: <ul style="list-style-type: none"> <li>(a) Government Department;</li> <li>(b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);</li> <li>(c) Non-Ministerial Department; or</li> <li>(d) Executive Agency;</li> </ul>
“Charges”	means the charges for the Services as specified in the Award Letter;
“Confidential Information”	means all information, whether written or oral (however recorded), provided by the disclosing Party to the receiving Party and which (i) is known by the receiving Party to be confidential; (ii) is marked as or stated to be confidential; or (iii) ought reasonably to be considered by the receiving Party to be confidential;
“Supplier Personnel”	means all directors, officers, employees, agents, consultants and Suppliers of the Supplier and/or of any Sub-Supplier engaged in the performance of its obligations under this Agreement;
“Controller, Processor, Data Subject, Personal Data, Personal Data Breach, Data Protection Officer”	take the meaning given in the GDPR;
“Customer”	means the person named as Customer in the Award Letter;
“DPA”	means the Data Protection Act 1998;
“DPA 2018”	means Data Protection Act 2018
“Data Loss Event”	means any event that results, or may result, in unauthorised access to Personal Data held by the Processor under this Agreement, and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach;

“Data Protection Impact Assessment”	means an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data;
“Data Protection Legislation”	means (i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the DPA 2018 to the extent that it relates to processing of personal data and privacy; (iii) all applicable Law about the processing of personal data and privacy;
“Data Subject Access Request”	means a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;
“Expiry Date”	means the date for expiry of the Agreement as set out in the Award Letter;
“FOIA”	means the Freedom of Information Act 2000;
“GDPR”	means the General Data Protection Regulation (Regulation (EU) 2016/679);
“Information”	has the meaning given under section 84 of the FOIA;
“Joint Controllers”	where two or more Controllers jointly determine the purposes and means of processing
“Key Personnel”	means any persons specified as such in the Award Letter or otherwise notified as such by the Customer to the Supplier in writing;
“Law”	means any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the Supplier is bound to comply;
“LED”	means Law Enforcement Directive (Directive (EU) 2016/680);
“Party”	means a Party to this Agreement;
“Personal Data”	means personal data (as defined in the DPA) which is processed by the Supplier or any Staff on behalf of the Customer pursuant to or in connection with this Agreement;
Processor Personnel:	means all directors, officers, employees, agents, consultants and contractors of the Processor and/or of any Sub-Processor engaged in the performance of its obligations under this Agreement
“Protective Measures”	means appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it including those outlined in Schedule A;
“Purchase Order Number”	means the Customer’s unique number relating to the supply of the Services;
“Request for Information”	has the meaning set out in the FOIA or the Environmental Information Regulations 2004 as relevant (where the meaning set out for the term “request” shall apply);
“Services”	means the services to be supplied by the Supplier to the Customer under the Agreement;

“Specification”	means the specification for the Services (including as to quantity, description and quality) as specified in the Award Letter;
“Staff”	means all directors, officers, employees, agents, consultants and Suppliers of the Supplier and/or of any sub-Supplier of the Supplier engaged in the performance of the Supplier’s obligations under the Agreement;
“Staff Vetting Procedures”	means vetting procedures that accord with good industry practice or, where requested by the Customer, the Customer’s procedures for the vetting of personnel as provided to the Supplier from time to time;
“Sub-processor”	means any third Party appointed to process Personal Data on behalf of the Processor related to this Agreement;
“Supplier”	means the person named as Supplier in the Award Letter;
“Term”	means the period from the start date of the Agreement set out in the Award Letter to the Expiry Date as such period may be extended in accordance with clause 4.2 or terminated in accordance with the terms and conditions of the Agreement;
“VAT”	means value added tax in accordance with the provisions of the Value Added Tax Act 1994; and
“Working Day”	means a day (other than a Saturday or Sunday) on which banks are open for business in the City of London.

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

- 1.2.1 references to numbered clauses are references to the relevant clause in these terms and conditions;
- 1.2.2 any obligation on any Party not to do or omit to do anything shall include an obligation not to allow that thing to be done or omitted to be done;
- 1.2.3 the headings to the clauses of these terms and conditions are for information only and do not affect the interpretation of the Agreement;
- 1.2.4 any reference to an enactment includes reference to that enactment as amended or replaced from time to time and to any subordinate legislation or byelaw made under that enactment; and
- 1.2.5 the word ‘including’ shall be understood as meaning ‘including without limitation’.

## **2 Basis of Agreement**

- 2.1 The Award Letter constitutes an offer by the Customer to purchase the Services subject to and in accordance with the terms and conditions of the Agreement.
- 2.2 The offer comprised in the Award Letter shall be deemed to be accepted by the Supplier on receipt by the Customer of a copy of the Award Letter countersigned by the Supplier within [7] days of the date of the Award Letter.

## **3 Supply of Services**

- 3.1 In consideration of the Customer’s agreement to pay the Charges, the Supplier shall supply the Services to the Customer for the Term subject to and in accordance with the terms and conditions of the Agreement.
- 3.2 In supplying the Services, the Supplier shall:
  - 3.2.1 co-operate with the Customer in all matters relating to the Services and comply with all the Customer’s instructions;

- 3.2.2 perform the Services with all reasonable care, skill and diligence in accordance with good industry practice in the Supplier's industry, profession or trade;
- 3.2.3 use Staff who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with the Agreement;
- 3.2.4 ensure that the Services shall conform with all descriptions and specifications set out in the Specification;
- 3.2.5 comply with all applicable laws; and
- 3.2.6 provide all equipment, tools and vehicles and other items as are required to provide the Services.

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

#### **4 Term**

- 4.1 The Agreement shall take effect on the date specified in Award Letter and shall expire on the Expiry Date, unless it is otherwise extended in accordance with clause 4.2 or terminated in accordance with the terms and conditions of the Agreement.
- 4.2 The Customer may extend the Agreement for a period of up to 6 months by giving not less than 10 Working Days' notice in writing to the Supplier prior to the Expiry Date. The terms and conditions of the Agreement shall apply throughout any such extended period.

#### **5 Charges, Payment and Recovery of Sums Due**

- 5.1 The Charges for the Services shall be as set out in the Award Letter and shall be the full and exclusive remuneration of the Supplier in respect of the supply of the Services. Unless otherwise agreed in writing by the Customer, the Charges shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the performance of the Services.
- 5.2 All amounts stated are exclusive of VAT which shall be charged at the prevailing rate. The Customer shall, following the receipt of a valid VAT invoice, pay to the Supplier a sum equal to the VAT chargeable in respect of the Services.
- 5.3 The Supplier shall invoice the Customer as specified in the Agreement. Each invoice shall include such supporting information required by the Customer to verify the accuracy of the invoice, including the relevant Purchase Order Number and a breakdown of the Services supplied in the invoice period.
- 5.4 In consideration of the supply of the Services by the Supplier, the Customer shall pay the Supplier the invoiced amounts no later than 30 days after verifying that the invoice is valid and undisputed and includes a valid Purchase Order Number. The Customer may, without prejudice to any other rights and remedies under the Agreement, withhold or reduce payments in the event of unsatisfactory performance.
- 5.5 If the Customer fails to consider and verify an invoice in a timely fashion the invoice shall be regarded as valid and undisputed for the purpose of paragraph 5.4 after a reasonable time has passed.
- 5.6 If there is a dispute between the Parties as to the amount invoiced, the Customer shall pay the undisputed amount. The Supplier shall not suspend the supply of the Services unless the Supplier is entitled to terminate the Agreement for a failure to pay undisputed sums in



accordance with clause 16.4. Any disputed amounts shall be resolved through the dispute resolution procedure detailed in clause 19.

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

5.8 Where the Supplier enters into a sub-contract, the Supplier shall include in that sub-contract:

5.8.1 provisions having the same effects as clauses 5.3 to 5.7 of this Agreement; and

5.8.2 a provision requiring the counterparty to that sub-contract to include in any sub-contract which it awards provisions having the same effect as 5.3 to 5.8 of this Agreement.

5.8.3 In this clause 5.8, “sub-contract” means a contract between two or more suppliers, at any stage of remoteness from the Authority in a subcontracting chain, made wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of this Agreement.

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

## **6 Premises and equipment**

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

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

6.3 If the Supplier supplies all or any of the Services at or from its premises or the premises of a third party, the Customer may, during normal business hours and on reasonable notice, inspect and examine the manner in which the relevant Services are supplied at or from the relevant premises.

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

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



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

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

## **7 Staff and Key Personnel**

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

- 7.1.1 refuse admission to the relevant person(s) to the Customer's premises;
- 7.1.2 direct the Supplier to end the involvement in the provision of the Services of the relevant person(s); and/or
- 7.1.3 require that the Supplier replace any person removed under this clause with another suitably qualified person and procure that any security pass issued by the Customer to the person removed is surrendered,

and the Supplier shall comply with any such notice.

7.2 The Supplier shall:

- 7.2.1 ensure that all Staff are vetted in accordance with the Staff Vetting Procedures;
- 7.2.2 if requested, provide the Customer with a list of the names and addresses (and any other relevant information) of all persons who may require admission to the Customer's premises in connection with the Agreement; and
- 7.2.3 procure that all Staff comply with any rules, regulations and requirements reasonably specified by the Customer.

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

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

## **8 Assignment and sub-contracting**

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

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

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

Agreement.

## **9 Intellectual Property Rights**

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

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

9.3 The Supplier hereby grants the Customer:

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

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

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

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

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

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

## **10 Governance and Records**

10.1 The Supplier shall:

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

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

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

## **11 Confidentiality, Transparency and Publicity**

- 11.1 Subject to clause 11.2, each Party shall:

- 11.1.1 treat all Confidential Information it receives as confidential, safeguard it accordingly and not disclose it to any other person without the prior written permission of the disclosing Party; and
- 11.1.2 not use or exploit the disclosing Party's Confidential Information in any way except for the purposes anticipated under the Agreement.

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

- 11.2.1 where disclosure is required by applicable law or by a court of competent jurisdiction;
- 11.2.2 to its auditors or for the purposes of regulatory requirements;
- 11.2.3 on a confidential basis, to its professional advisers;
- 11.2.4 to the Serious Fraud Office where the Party has reasonable grounds to believe that the other Party is involved in activity that may constitute a criminal offence under the Bribery Act 2010;
- 11.2.5 where the receiving Party is the Supplier, to the Staff on a need to know basis to enable performance of the Supplier's obligations under the Agreement provided that the Supplier shall procure that any Staff to whom it discloses Confidential Information pursuant to this clause 11.2.5 shall observe the Supplier's confidentiality obligations under the Agreement; and
- 11.2.6 where the receiving Party is the Customer:
  - (a) on a confidential basis to the employees, agents, consultants and Suppliers of the Customer;
  - (b) on a confidential basis to any other Central Government Body, any successor body to a Central Government Body or any company to which the Customer transfers or proposes to transfer all or any part of its business;
  - (c) to the extent that the Customer (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions; or
  - (d) in accordance with clause 12.

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

- 11.3 The Parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of the Agreement is not Confidential Information and the Supplier hereby gives its consent for the Customer to publish this Agreement in its entirety to the general public (but with any information that is exempt from

disclosure in accordance with the FOIA redacted) including any changes to the Agreement agreed from time to time. The Customer may consult with the Supplier to inform its decision regarding any redactions but shall have the final decision in its absolute discretion whether any of the content of the Agreement is exempt from disclosure in accordance with the provisions of the FOIA.

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

## **12 Freedom of Information**

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

- 12.1.1 provide all necessary assistance and cooperation as reasonably requested by the Customer to enable the Customer to comply with its obligations under the FOIA and the Environmental Information Regulations 2004;
- 12.1.2 transfer to the Customer all Requests for Information relating to this Agreement that it receives as soon as practicable and in any event within 2 Working Days of receipt;
- 12.1.3 provide the Customer with a copy of all Information belonging to the Customer requested in the Request for Information which is in its possession or control in the form that the Customer requires within 5 Working Days (or such other period as the Customer may reasonably specify) of the Customer's request for such Information; and
- 12.1.4 not respond directly to a Request for Information unless authorised in writing to do so by the Customer.

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

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

## **13 Data Protection**

- 13.1 The Parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Controller and the Contractor is the Processor unless otherwise specified in Schedule A. The only processing that the Processor is authorised to do is listed in Schedule A by the Controller and may not be determined by the Processor.
- 13.2 The Processor shall notify the Controller immediately if it considers that any of the Controller's instructions infringe the Data Protection Legislation.
- 13.3 The Processor shall provide all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Controller, include:

- (a) a systematic description of the envisaged processing operations and the purpose of the processing;
- (b) an assessment of the necessity and proportionality of the processing operations in relation to the Services;
- (c) an assessment of the risks to the rights and freedoms of Data Subjects; and
- (d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.

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

- (a) process that Personal Data only in accordance with Schedule [X], unless the Processor is required to do otherwise by Law. If it is so required the Processor shall promptly notify the Controller before processing the Personal Data unless prohibited by Law;
- (b) ensure that it has in place Protective Measures, which are appropriate to protect against a Data Loss Event, which the Controller may reasonably reject (but failure to reject shall not amount to approval by the Controller of the adequacy of the Protective Measures), having taken account of the:
  - (i) nature of the data to be protected;
  - (ii) harm that might result from a Data Loss Event;
  - (iii) state of technological development; and
  - (iv) cost of implementing any measures;
- (c) ensure that:
  - (i) the Processor Personnel do not process Personal Data except in accordance with this Agreement (and in particular Schedule X);
  - (ii) it takes all reasonable steps to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:
    - (A) are aware of and comply with the Processor's duties under this clause;
    - (B) are subject to appropriate confidentiality undertakings with the Processor or any Sub-processor;
    - (C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third Party unless directed in writing to do so by the Controller or as otherwise permitted by this Agreement; and
    - (D) have undergone adequate training in the use, care, protection and handling of Personal Data; and

- (d) not transfer Personal Data outside of the EU unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:
  - (i) the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Controller;
  - (ii) the Data Subject has enforceable rights and effective legal remedies;
  - (iii) the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Controller in meeting its obligations); and
  - (iv) the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the processing of the Personal Data;
- (e) at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the Agreement unless the Processor is required by Law to retain the Personal Data.

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

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

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

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

- (a) the Controller with full details and copies of the complaint, communication or request;
- (b) such assistance as is reasonably requested by the Controller to enable the Controller to comply with a Data Subject Request within the relevant timescales set out in the Data Protection Legislation;



- (c) the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;
- (d) assistance as requested by the Controller following any Data Loss Event;
- (e) assistance as requested by the Controller with respect to any request from the Information Commissioner's Office, or any consultation by the Controller with the Information Commissioner's Office.

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

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

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

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

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

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

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

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

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



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

## **14 Liability**

- 14.1 The Supplier shall not be responsible for any injury, loss, damage, cost or expense suffered by the Customer if and to the extent that it is caused by the negligence or wilful misconduct of the Customer or by breach by the Customer of its obligations under the Agreement.
- 14.2 Subject always to clauses 14.3 and 14.4:
- 14.2.1 the aggregate liability of the Supplier in respect of all defaults, claims, losses or damages howsoever caused, whether arising from breach of the Agreement, the supply or failure to supply of the Services, misrepresentation (whether tortious or statutory), tort (including negligence), breach of statutory duty or otherwise shall in no event exceed a sum equal to 125% of the Charges paid or payable to the Supplier; and
- 14.2.2 except in the case of claims arising under clauses 9.4 and 18.3, in no event shall the Supplier be liable to the Customer for any:
- (a) loss of profits;
  - (b) loss of business;
  - (c) loss of revenue;
  - (d) loss of or damage to goodwill;
  - (e) loss of savings (whether anticipated or otherwise); and/or
  - (f) any indirect, special or consequential loss or damage.
- 14.3 Nothing in the Agreement shall be construed to limit or exclude either Party's liability for:
- 14.3.1 death or personal injury caused by its negligence or that of its Staff;
- 14.3.2 fraud or fraudulent misrepresentation by it or that of its Staff; or
- 14.3.3 any other matter which, by law, may not be excluded or limited.
- 14.4 The Supplier's liability under the indemnity in clause 9.4 and 18.3 shall be unlimited.

## **15 Force Majeure**

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

## **16 Termination**

- 16.1 The Customer may terminate the Agreement at any time by notice in writing to the Supplier to take effect on any date falling at least 1 month (or, if the Agreement is less than 3 months in duration, at least 10 Working Days) later than the date of service of the relevant notice.
- 16.2 Without prejudice to any other right or remedy it might have, the Customer may terminate the Agreement by written notice to the Supplier with immediate effect if the Supplier:

- 16.2.1 (without prejudice to clause 16.2.5), is in material breach of any obligation under the Agreement which is not capable of remedy;
- 16.2.2 repeatedly breaches any of the terms and conditions of the Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms and conditions of the Agreement;
- 16.2.3 is in material breach of any obligation which is capable of remedy, and that breach is not remedied within 30 days of the Supplier receiving notice specifying the breach and requiring it to be remedied;
- 16.2.4 undergoes a change of control within the meaning of section 416 of the Income and Corporation Taxes Act 1988;
- 16.2.5 breaches any of the provisions of clauses 7.2, 11, 12, **Error! Reference source not found.** and 17;
- 16.2.6 becomes insolvent, or if an order is made or a resolution is passed for the winding up of the Supplier (other than voluntarily for the purpose of solvent amalgamation or reconstruction), or if an administrator or administrative receiver is appointed in respect of the whole or any part of the Supplier's assets or business, or if the Supplier makes any composition with its creditors or takes or suffers any similar or analogous action (to any of the actions detailed in this clause 16.2.6) in consequence of debt in any jurisdiction; or
- 16.2.7 fails to comply with legal obligations in the fields of environmental, social or labour law.

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

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

16.5 Termination or expiry of the Agreement shall be without prejudice to the rights of either Party accrued prior to termination or expiry and shall not affect the continuing rights of the Parties under this clause and clauses 2, 3.2, 6.1, 6.2, 6.6, 6.7, 7, 9, 10.2, 11, 12, **Error! Reference source not found.**, 0, 16.6, 17.4, 18.3, 19 and 20.7 or any other provision of the Agreement that either expressly or by implication has effect after termination.

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

- 16.6.1 give all reasonable assistance to the Customer and any incoming supplier of the Services; and
- 16.6.2 return all requested documents, information and data to the Customer as soon as reasonably practicable.

## **17 Compliance**

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

17.2 The Supplier shall:

- 17.2.1 comply with all the Customer's health and safety measures while on the Customer's premises; and
- 17.2.2 notify the Customer immediately in the event of any incident occurring in the performance of its obligations under the Agreement on the Customer's premises where

that incident causes any personal injury or damage to property which could give rise to personal injury.

**17.3 The Supplier shall:**

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

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

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

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

17.5.1 the Official Secrets Acts 1911 to 1989; and

17.5.2 section 182 of the Finance Act 1989.

**18 Prevention of Fraud and Corruption**

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

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

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

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

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

**19 Dispute Resolution**

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

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

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

## **20 General**

- 20.1 Each of the Parties represents and warrants to the other that it has full capacity and authority, and all necessary consents, licences and permissions to enter into and perform its obligations under the Agreement, and that the Agreement is executed by its duly authorised representative.
- 20.2 A person who is not a party to the Agreement shall have no right to enforce any of its provisions which, expressly or by implication, confer a benefit on him, without the prior written agreement of the Parties.
- 20.3 The Agreement cannot be varied except in writing signed by a duly authorised representative of both the Parties.
- 20.4 The Agreement contains the whole agreement between the Parties and supersedes and replaces any prior written or oral agreements, representations or understandings between them. The Parties confirm that they have not entered into the Agreement on the basis of any representation that is not expressly incorporated into the Agreement. Nothing in this clause shall exclude liability for fraud or fraudulent misrepresentation.
- 20.5 Any waiver or relaxation either partly, or wholly of any of the terms and conditions of the Agreement shall be valid only if it is communicated to the other Party in writing and expressly stated to be a waiver. A waiver of any right or remedy arising from a breach of contract shall not constitute a waiver of any right or remedy arising from any other breach of the Agreement.
- 20.6 The Agreement shall not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the Parties other than the contractual relationship expressly provided for in the Agreement. Neither Party shall have, nor represent that it has, any authority to make any commitments on the other Party's behalf.
- 20.7 Except as otherwise expressly provided by the Agreement, all remedies available to either Party for breach of the Agreement (whether under the Agreement, statute or common law) are cumulative and may be exercised concurrently or separately, and the exercise of one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.
- 20.8 If any provision of the Agreement is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from the Agreement and rendered ineffective as far as possible without modifying the remaining provisions of the Agreement, and shall not in any way affect any other circumstances of or the validity or enforcement of the Agreement.

## **21 Notices**

- 21.1 Any notice to be given under the Agreement shall be in writing and may be served by personal delivery, first class recorded or, subject to clause 21.3, e-mail to the address of the relevant Party set out in the Award Letter, or such other address as that Party may from time to time notify to the other Party in accordance with this clause:
- 21.2 Notices served as above shall be deemed served on the Working Day of delivery provided delivery is before 5.00pm on a Working Day. Otherwise delivery shall be deemed to occur on the next Working Day. An email shall be deemed delivered when sent unless an error message is received.
- 21.3 Notices under clauses 15 (Force Majeure) and 16 (Termination) may be served by email only if the original notice is then sent to the recipient by personal delivery or recorded delivery in the manner set out in clause 21.1.

## 22 Governing Law and Jurisdiction

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

### Schedule A: Schedule of Processing, Personal Data and Data Subjects

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

1. The contact details of the 2 joint Controller's Data Protection Officer are:  
[REDACTED]
2. The contact details of the Processor's Data Protection Officer are:  
[REDACTED]
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	<p>The Parties acknowledge that for the purposes of the Data Protection Legislation, <b>the Contractor (TSSW) and Customer (FSA) are the joint</b> Controllers and the Contractor <b>(2.0Ltd)</b> is the Processor in accordance with Clause 1.1. <b>TSSW will have a back to back contract with the contractor, which will also include GDPR requirements / clauses.</b></p> <p><i>Notwithstanding Clause 1.1 the Parties acknowledge that they are also Joint Controllers for the purposes of the Data Protection Legislation in respect of:</i></p> <p><i>the scope of Personal Data which the purposes and means of the processing is determined by the both Parties - <b>TSSW has a reporting requirement to the FSA for usage stats and this may come down to data at the personal level in terms of who has signed up and used the products being developed. The FSA also have the IP for the product and can dictate to TSSW who has access, therefore have elements of control and as such become Joint controllers with TSSW</b></i></p> <p><i>In respect of Personal Data under Joint Control, Clause 1.1-1.15 will not apply and the Parties agree to put in place a Joint Controller Agreement as outlined in Schedule Y instead.</i></p>

Subject matter of the processing	<b><i>The processing is needed in order to ensure that the Processor can effectively deliver the contract to provide a service to members of the local authorities and anyone else the FSA wishes to provide access to.</i></b>
Duration of the processing	<b>Processing may occur regularly through this 5 year contract.</b>
Nature and purposes of the processing	<p><b>User updates to the eBooks will be processed on a weekly basis - this includes additional set ups and removals from the system.</b></p> <p><b>Every quarter the processor will also run a report on access and usage to each of the eBooks, which will be broken down by region and local authority (and if requested by either data controller may be required to also provided specific user access data within a given period).</b></p>
Type of Personal Data being Processed	<b><i>Name, email and access (login / pages visited) information</i></b>
Categories of Data Subject	<b>The eBooks are designed for food standards officers, but on occasion it may be required to give access to food businesses (as requested by the FSA controller).</b>
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	<b>TSSW GDPR policy states we will review data held annually (removing content no longer required, such as from members who leave the service of the local authority) and will not retain data any longer than 6 years.</b>

## **Schedule Y: Joint Controller Agreement**

In this Annex the Parties must outline each party's responsibilities for:

### **TSSW and the FSA may both**

- provide information to data subjects under [Article 13 and 14](#) of the GDPR.
- respond to data subject requests under [Articles 15-22](#) of the GDPR

### **TSSW will**

- notify the Information Commissioner (and data subjects) where necessary about data breaches
- notify the FSA about data breaches
- maintaining records of processing under [Article 30](#) of the GDPR
- carrying out any required Data Protection Impact Assessment

The essence of this relationship shall be published.



## **Annex 2**

### **Specification**

#### **A. THE SPECIFICATION**

##### Background

The Food Standards Delivery Review was carried out between 12th March and 16th May 2017 to identify and understand the current landscape of food standards official controls delivery. The LA survey highlighted a number of aspects of the current delivery model where improvement is needed, including the risk assessment and intervention frequency of food businesses under the FLCOP, and formal recognition of the intelligence-led approach now used by many LAs to plan and prioritise their food standards work.

The survey findings also suggested that the profile of food standards services could be improved by more effective performance measurement, to better demonstrate the impact and positive benefits of food standards work to business and consumers. Furthermore, respondents highlighted issues with the importance placed on food standards considerations when delivered with food hygiene during a combined inspection. Where this work is picked up by Environmental Health Officers (EHOs), the survey findings indicated a need for better training and support for officers in some cases, which we feel the food standards manual will help with. We are also aware that there is a lack of technical expertise in specialist or less common areas, particularly for lower-resourced LAs, for example, it is more difficult to retain knowledge across the entire remit of food standards legislation (in addition to the other areas enforced).

##### **The Specification**

To better support LA officers delivering food standards controls in England, the FSA intends to provide LAs with an England version of the food standards training manual, taking a similar approach to the documents produced for Wales and NI. Officers who have used these resources have found them to be a very useful tool for bridging knowledge gaps and an excellent reference document to help understand food standards issues. The FSA also intends to review and update the existing food standards manual in Wales and NI to ensure officers delivering food standards official controls have access to up to date technical standards guidance.

##### Details

The key elements of the work are as follows:

To design a user-friendly Food Standards training Manual for English LAs. We are therefore looking for a supplier with established expertise in the subject matter and wants to be able to use this knowledge to help shape the content. It would be helpful if suppliers could demonstrate previous experience of successful delivery of similar projects. This

specification also requires the supplier to review and update both the Wales and NI versions of the manuals alongside the development of the England manual and thereafter to regularly review and update the food standards manuals in each of the 3 countries so that they continue to reflect any legislative changes, including any which arise from the UK's exit from the EU.

Professional bodies, including trading standards regional groups, national trading standards organisations and interested parties with sufficient technical background in food standards are invited to participate in a limited tendering exercise. This will assist the FSA in selecting a suitable delivery partner given your familiarity with the legislation and enforcement considerations to help with the development of the manual for LAs in England, review and update of the Wales and NI manual and regular maintenance of the food standards manuals in each of the 3 countries. This will be funded by the FSA.

The manual will be a vital resource in equipping officers new to food standards work in understanding the (often technical and complex) requirements which apply.

This specification provides an outline for a reference document to be produced. The supplier must take the following points into consideration:

- To acquaint themselves with both the FSA Wales and NI manuals, and familiarise with the subsequent evaluations of these manuals and use as a baseline to produce an England version of the manual
- To include information on how the supplier will ensure that quality products will be produced
- To provide detail on the proposed review and update of the current food standards manuals in Wales and NI
- To provide detail on the proposed ongoing review mechanism to ensure that the manual in each of the 3 countries is updated in stages over the contractual period and remains valid over time
- Define how the manual will be presented which allows options for the format of the manual so that the presentation and format meet the needs of end users, including detail on how to improve online user ability as this will be a living document which will need to be kept updated in light of evolving changes and processes
- Detail on who will be involved and how validation of the final products will be undertaken with the wider enforcement community to ensure that the resource fulfils the needs of end users in terms of content, readability and how it will be made available to the enforcement community and explain how often the resource will be reviewed and detail on update frequency; and
- To provide a breakdown of the estimated cost for year one and an indication of costs for subsequent years for all 3 countries.

We have standard information that we include on FSA publications, offering a choice of ways for readers to keep in touch. Using the logo on our communications helps us get recognised. There are also restrictions on the format and font of document. All FSA

publications must meet [WCAG 2.1 accessibility standards](#) to level AA, as a minimum. For detailed requirements please see Annex 1

## Additional information

The review approach should be sufficiently flexible to allow immediate updates in light of EU exit and the manual should also be in a format that will enable the FSA to undertake any future updates after the contractual period of this contract has ended.

## Timings

Suggested reporting timescales are as follows:

TABLE 2. REPORTING TIMESCALE	
Action	Timing
Project Start	2 September 2019
Output 1: Share first draft of England manual and updated Wales NI manuals	30 September 2019
Output 2: Consider comments	11 October 2019
Output 3: Agree final version	25 October 2019
Output 4: First revisions of all manuals to be conducted or to be undertaken when deemed necessary	Flexibility required given EU Exit
Output 5: Review accuracy of content on a monthly-basis	November 2019 – March 2024

Suppliers must provide a proposed timetable including these dates, dates for outputs and other key dates as appropriate. Critical dates must be marked accordingly. The timetable must allow sufficient time for the FSA to comment on draft materials. The timetable should also include indicative dates for a start-up meeting and any interim meetings where necessary.

## Cost

The successful tender would be required to commit to maintaining the resource for 5 years (2 September 2019 – Mar 2024).

The proposal must identify all anticipated costs of conducting the work, providing a cost breakdown of staff involvement and days dedicated to the project for each staff member, and all other associated expenses.

Costs should be provided exclusive of VAT and should clearly state whether VAT will be charged. Payments will be made against key milestones.

The requirement of this specification is that the intellectual property rights of the developed manual content produced is the intellectual property of the FSA.

If the client wants to move from this system the core content of the book will be supplied as a PDF, additional content in any linked glossaries will also be supplied in PDF form.

### Annex 3

#### Technical Proposal

<h2 style="margin: 0;">Tender Application form for a project with the Food Standards Agency</h2>	 <p><b>Food Standards Agency</b> food.gov.uk</p>						
<ul style="list-style-type: none"> <li>Applicants should complete each part of this application as fully and as clearly as possible</li> <li>Brief instructions are given in the grey boxes at the start of each section.</li> <li>Please submit the application through the Agency's electronic Public Procurement System (Bravo Solutions) by the deadline set in the invitation to tender document.</li> </ul>							
<b>LEAD APPLICANT'S DETAILS</b>							
Surname	<div style="background-color: black; width: 100px; height: 1.2em;"></div>	First Name	<div style="background-color: black; width: 100px; height: 1.2em;"></div>	Initial	C	Title	Mrs
Organisation	Trading Standards South West CIC	Department	-				
Street Address	Office 9, Victoria Commercial Centre Station Approach						
Town/City	Victoria	Country	UK	Postcode	PL26 8LG		
Telephone No	<div style="background-color: black; width: 150px; height: 1.2em;"></div>	E-mail Address	<div style="background-color: black; width: 150px; height: 1.2em;"></div>				
Is your organisation a <b>small and medium enterprise</b> . (EU recommendation 2003/361/EC refers <a href="http://www.hmrc.gov.uk/manuals/cirdmanual/cird92800.htm">http://www.hmrc.gov.uk/manuals/cirdmanual/cird92800.htm</a> )			Yes	✓	No		
<b>TENDER SUMMARY</b> The successful tender would be required to commit to maintaining the resource for 5 years (2 September 2019 – Mar 2024).							
<b>TENDER TITLE</b>							
Development of a Food Standards training Manual for English local authorities (LAs) & review of existing Manuals (Wales and Northern Ireland)							
<b>TENDER REFERENCE</b>	<b>FSA680</b>						
<b>PROPOSED START DATE</b>	2 September 2019		<b>PROPOSED END DATE</b>	31 March 2024			
<b>1: DELIVERY OF THE REQUIRED SERVICES (30%)</b>							
<b>Please answer the questions below:-</b>							
How will you acquaint yourself with the existing FSA Wales and NI manuals, and familiarise with the subsequent evaluations of these manuals to enable you to use these as a baseline to produce an English version of the manual? Please detail the approach you will take							
We have copies of the 2017 version of the manual, as available via the specification information. We will set up a working group to support the development of the new manual for England and review the NI and Welsh versions (details of the make-up of this group is detailed in part 2).							
We will provide the working group with access to their own area within the TSSW Intranet* in order to assist in the review, discussion and collation of suggested updates ahead of meetings. The TSSW Intranet is designed specifically to support collaborative working across the region and with Central Govt partners. We have a document collaboration area which allows all members to make amends to a draft and provides full version control allowing TSSW to see who has made the changes and where. We also provide a Forum on this platform, such that any more contentious development areas can be discussed before amending the core document. This is a secure portal and has been used effectively to support such projects for over 8 years now. The use of online collaboration enables the team to work smarter, enabling them to meet tight deadlines. It reduces the cost of travel and subsistence, which has been factored into the costing for this deliverable. It also improves transparency allowing the FSA to see progress being made on the project and contribute if appropriate.							

We will compare the 2017 Welsh and NI manuals to create a basic template for the review and development of the manual for England. This will be conducted in a collaborative area in our Intranet site, thus giving the whole working group access to the manual and the ability to make amends. This document will then be used to inform the structure of the eBook and create the beta version. We would use the same platform and core structure to host these manuals as is currently used and approved by the FSA for the feed Code of Practice and Practice Guidance, which is already accessible to 393 users Nationally. By choosing to publish the manuals as an eBook, you would also be selecting a delivery mode that is easy and efficient for everyone to access – while maintaining the integrity of the documents with control of user access and use in the working arena.

Please provide a detailed timeline, from start to completion outlining all relevant milestones for delivery of the work as detailed in the specification. The timeline must take into account the ongoing review mechanism, which should factor in a no deal EU exit scenario, to ensure that the manual in each of the three countries is updated in stages over the contractual period and remains valid over time.

We are able to provide all 3 manuals in this format by the delivery deadline of the 25 October 2019. The development timeframes are detailed in the table below.

[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]	
	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]
■	[REDACTED]	
	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]

When the working group meet to create the England manual, we will record amends that may be of interest to the NI and Welsh manuals. These will then be discussed with the FSA contacts from Cardiff and Belfast (as eluded to in the FSA reply to our correspondence for this procurement).

In the longer term, we would recommend these aforementioned contacts would form part of the working group, but if successful in our bid we will also seek a rep from the food group in both of our Trading Standards regional counterparts in DETINI and WHOTS (giving them the option to teleconference into the meeting, to save on time and travel costs).

**Please answer the questions below:-**

As Trading Standards South West (TSSW) we support Trading Standards services locally and are integral to the delivering of projects both regionally and nationally, e.g. on behalf of National Trading Standards and other Central Government agencies. TSSW have hosted a regional specialist food group for over 20 years, with all Trading Standards services in the South West providing a representative on this group. Representatives are senior team members and experts in the field of food standards, with considerable expertise across the group - with some officers having in excess of 30 years' experience of food legislation and enforcement.

Please provide detail on who will be involved? What experience they have in the development of such documents.

[illegible]

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



How will the resource be made available to the enforcement community? Please provide further details

We would host it on the same platform as the FSA commissioned area for the two feed eBooks, thus building this area and keeping access simple via a single common password per user. As mentioned previously, 393 users nationally already have login details to access the FSA feed Code of Practice and Practice Guidance, but we can host up to 1500 users under the cost structure proposed.

In a recent article from UK government on their "gov.uk" portal, there is content suggesting best practice for all Government departments should be to use online resources (e.g. html) over PDF versions. This identifies a series of advantages to providing online resources, such as eBooks, and most importantly eludes to improved accessibility and better compliance to published accessibility standards. The article can be found at <https://gds.blog.gov.uk/2018/07/16/why-gov-uk-content-should-be-published-in-html-and-not-pdf/>. Further comments on accessibility are on page 6.

How often will the resource will be reviewed? Please provide further detail on update frequency

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

### 3: PROJECT MANAGEMENT (10%)

Please answer the question below:-

What monitoring/evaluation tools will be used throughout development to measure progress and keep delivery to the agreed timeline?

TSSW regional office will oversee the review and development of the manuals in liaison with developers, the working group and the FSA. We use our Intranet to schedule the timeline (this allows us to produce a Gantt chart of delivery dates), so it is clear to the whole working group when deliverables are expected. [REDACTED] (TSSW co-ordinator) will provide the liaison with the working group, whilst [REDACTED] (TSSW Operations manager) will provide operational monitoring of the contract. Our TSSW Heads of Service have also appointed [REDACTED] (Head of Trading Standards, Dorset Council) as a Link Officer, who will provide Governance from company perspective, ensuring the contract is delivered within the agreed timeline.

How will validation of the final products be undertaken with the wider enforcement community to ensure that the resource fulfils the needs of end users in terms of content, readability?

We will complete a survey in December via the same platform being used to deliver the eBooks, which will allow us to monitor how effective users are finding the eBooks and give them a means to provide feedback. Comments will be collated and shared with the working group. Then TSSW will produce a short report to the FSA to highlight feedback and any recommendations (see part 4 in development schedule in the table above).

We will also incorporate a feedback mechanism into the platform, such that users can provide feedback 24/7. Minor amends, such as a typo can be made immediately by TSSW without affecting version control. Whereas suggestions for content changes will be put to the working group for consideration and will be recorded as part of a log of suggestions at each quarterly meeting.

### 4: INNOVATION (5%)

Please answer the question below:-

A product or an idea becomes **innovative** when it stands out from the rest and truly **makes** the customers' lives easier. How will you build on the existing manuals to develop a better product?

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

How will the manual be presented which allows options for the format of the manual so that the presentation and format meet the needs of end users, include detail on how to improve online user ability as this will be a living document which will need to be kept updated in light of evolving changes and processes?

[REDACTED]

[REDACTED]

[REDACTED]

## 5. RISK MANAGEMENT (5%)

**Please answer the question below:**

How would you manage the risk of any unexpected setbacks during the project?

We have incorporated a contingency fund into the costings of 5% to overcome the additional demands that the EU Exit might bring. The Governance structure will also help us to manage any unexpected setbacks and program them into the schedule.

Management via TSSW would allow the working group to pose queries to the wider food group if required, thus accessing fully qualified staff across all 14 local authorities in the South West. Hence, we are not leaning on one LA for their expertise and if one member leaves the working group it is easy for us to appoint a replacement.

Use of Moodle as a platform to base the eBook on is well supported nationally, including within the public sector (being deployed in the civil service to over 500,000 nationally). With its market share, its relationship with the developer community and its partnership with sites deploying its software is well established and has a reputation of good security. Its success has shown continued growth over the past 16 years and Moodle looks as if it will continue to be operational over the 5 years of this contract. This means we can access other developers should the need arise (e.g. if 2.0 Ltd ceased to trade). However, 2.0 Ltd has its own contingency planning to ensure its own resilience and has confirmed commitment to the 5 year model outlined in the specification

This deliverable is focused on supporting / providing guidance to local authority enforcement officers and our bid has been designed as such. In the tender queries response the FSA has suggested some businesses may require access. Whilst this is feasible, we believe this isn't the core audience and hence we would propose review of feedback from business is conducted separately (recognising this subtly different audience and demands on the manual). If the number of users from business exceed those from local authorities we would suggest a business facing site might be of value. As well as recognising the differences in the audience and how we respond to their feedback, this would also enable us to manage the risk that access from private IT equipment poses in terms of transfer of computer viruses / hacking etc.

We will also ensure each user completes a terms of use agreement at first login, which would include a GDPR clause within it. TSSW would perform the role of data controller for the access to these eBooks.

What processes do you have in place with regards to contingency planning?

[REDACTED]

[REDACTED]

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## 6. QUALITY MANAGEMENT (5%)

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**Please answer the question below:**

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How will you ensure the quality of the products that are produced and what internal processes will you follow?

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We have discussed previously in this bid the working group will have meetings on a quarterly basis, thus allowing feedback from the members as legislation changes occur and to incorporate any new best practice nationally. We will also consider feedback from all users received via the site feedback loop and surveys conducted. The decision making for these will be documented in the meeting notes, so there is a clear log of the discussion and reasoning behind whether to include new content in the manual or why a suggestion might be rejected. All meeting notes will be stored on the TSSW Intranet area for the working group and can be accessed by the FSA.

Financial management will be provided by TSSW Operations manager and accounts will be provided to the link officer on a quarterly basis, as part of a Governance review of deliverables against the timeframe outlined above..

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How will you ensure that the outputs meet the to level AA, as a minimum? For detailed requirements please see guidance included in Annex A of the specification.

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We will host the eBooks on TSSW's Moodle platform. Moodle's goal is to be fully accessible and usable for all users regardless of ability. When deciding how Moodle presents its content for best Web accessibility, the WCAG 2.0 guideline is followed. To review and improve the accessibility and usability of Moodle, they have established a collaboration group to work together with Moodle developers, accessibility experts, administrators and IT professionals. Moodle has an authoring service, which includes an "Accessibility checker" and an "Accessibility helper" which provide additional information for content authors on the accessibility of their content (like checks for sufficient contrast). All text that is presented is displayed in a colour with sufficient contrast to its background colour, so that the text is legible for all users. The foreground and background colours meet the WCAG requirement for contrast. Icons are used to help show where the user can interact with the eBook (such as access the glossary), which meets the WCAG requirement for text alternatives. All components of the platform are entirely operable through a keyboard-only interface. Full version control will be applied, as mentioned previously, with old versions accessible as a PDF in an archive area. The current manual will also be available to print either a page at a time or as a whole document. 2.0 Ltd are part of the Moodle collective of developers and will continue to use this group to provide support and facilitate continual development over the 5 year period of the contract.

**Annex 4**  
**Financial Proposal**

### Application form for a project with the Food Standards Agency Financials Template

Tender Reference	FSA 620
Tender Title	Development of a Food Standards training Manual for English local auth
Full legal organisation name	Trading Standards South West Community Interest Company
Main contact title	
Main contact forname	
Main contact surname	
Main contact position	TSSW Operations Manager
Main contact email	
Main contact phone	

Will you charge the Agency VAT on this proposal? ☐ Yes

Please state your VAT registration number: 291165695

#### Project Costs Summary Breakdown by Participating Organisations

Please include only the cost to the FSA.

Organisation	VAT Code*	Total (£)
TSSW	STD	£
2.0 Ltd	STD	£
Insert name of Organisation 3	Please select	£ -
Insert name of Organisation 4	Please select	£ -
Insert name of Organisation 5	Please select	£ -
		£ -
		£ -
		£ -

**Total Project Costs (excluding VAT) \*\*** £ 73,561.00

\* 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 below and in the Schedule of payments tab.

#### Project Costs Summary (Automatically calculated)

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

**Total Project Costs** £ 73,561.00

#### 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:

We have have only put in a fee for 1 day per year per member - for actually writing up content requirements (which again is potentially a saving)

SIGNATURE		
NAME		
DATE	231/08/19	
REVISION DATE	21-Aug-2019	

## Travel and Subsistence Costs

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

Purpose of journey or description of subsistence cost	Frequency	Cost each (£)	Total Cost
Travel to meetings (x2 persons)			
Accommodation (for non TSSW members x 2 persons)			
Contract Liaison with the FSA (1 London meeting / year)			

**Total Travel and Subsistence Costs**

£

## 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)
Operations Manager	TSSW	£			
Link officer (HoS - Governance)	TSSW	£			
IT liaison / project management	2.0 Ltd	£			
Lead officer / national rep on National	TS community	£			

**Total Labour Costs**

£

## Consumable/Equipment Costs

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

Item	Quantity	Cost/Item (£)	Total
IT development of 3 eBooks (at the outset)			
Annual hosting x 3 eBooks			
Annual maintenance x 3 eBooks			
Annual survey and reporting of findings			

Inc of VAT

Inc of VAT

Inc of VAT

Inc of VAT

**Total Material Costs**

£

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

Description and justification of the cost	Estimated Cost
	£ -

### The Pricing Schedule

Please enter proposed project start date (02/09/2019)

Proposed Project Start Date		Amount				
Invoice Due Date	Description as to which deliverables this invoice will refer to (Please include the deliverable ref no(s) as appropriate)	*Net	** VAT Code	§ Duration from start of project (Weeks)	§ Duration from start of project (Date)	Financial Year
02-Sep-2019						
Retention/Final Deliverable	***	£ -				

Total	£ 73,562.20
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Please note this calculation %

\* 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

Financial Year (Update as applicable in YYYY-YY format)  
 Total Amount

Year 1	Year 2	Year 3	Year 4	Retention	Total
2019/20	2020/21	2021/22	2022/23		
£					£