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**CONTRACT FOR THE PROVISION OF:**

**FS101174 Adult Food Allergy Research Programme**   
This document (“Contracts” or “Agreement”) forms the contract for the Services between;

**Food Standards Agency (“Client”) having its main or registered office at Foss House, Peasholme Green, York, YO1 7PR**

and

**THE UNIVERSITY OF MANCHESTER (“Supplier”),** (acting through Professor Clare Mills of the School of Biological Sciences) of Oxford Road, Manchester, M13 9PL

to be effective from 1st August 2018 until 31st December 2021

unless varied by extension.

CONTENTS

[1. TERMS and CONDITIONS 4](#_Toc417988182)

[2. THE SERVICES 5](#_Toc417988183)

[3. STANDARDS AND REGULATIONS 5](#_Toc417988184)

[4. MATERIAL BREACH 6](#_Toc417988185)

[5. NON-SOLICITATION 7](#_Toc417988186)

[6. PARTIES RESPONSIBILITIES & OBLIGATIONS 7](#_Toc417988187)

[7. CHARGES FOR ORDERED SERVICES 7](#_Toc417988188)

[8. AMENDMENTS and VARIATIONS TO THIS CONTRACT 8](#_Toc417988189)

[9. COMMUNICATIONS 8](#_Toc417988190)

[10. TERM AND TERMINATION 8](#_Toc417988191)

[11. CONSEQUENCES OF TERMINATION AND EXPIRY 9](#_Toc417988192)

[12. WARRANTIES AND REPRESENTATIONS 9](#_Toc417988193)

[13. LIMITATION OF LIABILITY 10](#_Toc417988194)

[14. DATA PROTECTION 11](#_Toc417988195)

[15. INTELLECTUAL PROPERTY RIGHTS 14](#_Toc417988196)

[16. CONFIDENTIALITY 15](#_Toc417988197)

[17. PUBLICITY 16](#_Toc417988198)

[18. DISPUTE RESOLUTION 17](#_Toc417988199)

[19. INSURANCE 17](#_Toc417988200)

[20. RECOVERY OF SUMS DUE 18](#_Toc417988201)

[21. STATUTORY REQUIREMENTS 18](#_Toc417988202)

[22. STATUTORY INVALIDITY 18](#_Toc417988203)

[23. ENVIRONMENTAL REQUIREMENTS 19](#_Toc417988204)

[24. DISCRIMINATION 19](#_Toc417988205)

[25. SUPPLIER’S SUITABILITY 19](#_Toc417988206)

[26. OFFICIAL SECRETS ACTS 20](#_Toc417988207)

[27. CORRUPT GIFTS AND PAYMENTS OF COMMISSION 20](#_Toc417988208)

[28. TRANSFER AND SUB-CONTRACTING 20](#_Toc417988209)

[29. RIGHTS OF THIRD PARTIES 21](#_Toc417988210)

[30. CLIENT PROPERTY 21](#_Toc417988211)

[31. SEVERABILITY 22](#_Toc417988212)

[32. FREEDOM OF INFORMATION 22](#_Toc417988213)

[33. FORCE MAJEURE 23](#_Toc417988214)

[34. LEGISLATIVE CHANGE 24](#_Toc417988215)

[35. CONFLICTS OF INTEREST 24](#_Toc417988216)

[36. ASSIGNED STAFF 24](#_Toc417988217)

[37. INVESTIGATIONS 24](#_Toc417988218)

[38. STATUTORY AUDITORS’ ACCESS 25](#_Toc417988219)

[39. ELECTRONIC INSTRUCTION 25](#_Toc417988220)

[40. WAIVER 25](#_Toc417988221)

[41. LAW AND JURISDICTION 25](#_Toc417988222)

[42. TRANSPARENCY 26](#_Toc417988223)

[43. SECURITY PROVISIONS 26](#_Toc417988224)

[45. EXIT MANAGEMENT 35](#_Toc417988225)

[46. ENTIRE AGREEMENT 35](#_Toc417988226)

**CONTRACT SCHEDULES**

1. TERMS AND CONDITIONS
2. [THE ORDERED SERVICES](#Schedule2)
3. [SPECIFIC OBLIGATIONS](#Specificobligations) (INCLUDING REVIEW MEETINGS)
4. [PRICING](#charges) SCHEDULE
5. [INVOICE PROCEDURE](#InvoicingProcedure)
6. [DISPUTE RESOLUTION](#DisputeProcedure)
7. [CONFIDENTIALITY UNDERTAKING](#Confidentiality)
8. [STAFF TRANSFER “TUPE”](#TUPE)
9. COMMERCIALLY SENSITIVE INFORMATION
10. VARIATION NOTICE – REQUEST FOR VARIATION
11. EXIT MANAGEMENT

**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
2. As used in this Contract:
   * 1. the terms and expressions set out in [Schedule 1](#Schedule1) shall have the meanings set out therein;
     2. the masculine includes the feminine and the neuter;
     3. the singular includes the plural and vice versa; and
     4. the words “include”, “includes” and “including” are to be construed as if they were immediately followed by the words “without limitation”.
   1. 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.
   2. 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.
   3. Headings are included in this Contract for ease of reference only and shall not affect the interpretation or construction of this Contract.
   4. References to “Clauses” and “Schedules” are, unless otherwise provided, references to the Clauses of and Schedules to this Contract.
   5. Terms or expressions contained in this Contract which are capitalised but which do not have an interpretation in [Schedule 1](#Schedule1) 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.
   6. 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:
      1. the duly authorised Client Purchase Order;
      2. the Schedules; and
      3. this Contract
3. THE SERVICES
   1. This Contract shall govern the overall relationship of the Supplier and the Client with respect to the provision of the Ordered Services.
   2. The Supplier shall provide the Ordered Services and meet its responsibilities and obligations hereunder in accordance with the provisions of [Schedule 2](#Schedule2) (Ordered Services) and [Schedule 3](#Specificobligations) (Specific Obligations).
   3. Notwithstanding clause 2.1, the Supplier shall perform the Ordered Services to the agreed satisfaction of the Client’s Representative.
   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.
   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 fulfilment, the Supplier shall, at the request of the Client and without prejudice to the Client’s other rights and remedies, use its reasonable endeavours to arrange all such additional resources as are reasonable and necessary to either obviate the delay or to fulfill the said obligation as early as practicable thereafter, at no additional charge to the Client.
   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 :
      1. 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
      2. Both parties shall use its 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.
   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.
   8. Nothing in this document or any Purchase Order shall constitute the parties as partners of each other.
4. STANDARDS AND REGULATIONS
   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.
   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. 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.
   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.
   5. Nothing in this Contract shall be construed or have effect as constituting any relationship of employer and employee between the Client and the Supplier or its Sub-Suppliers. The Supplier shall indemnify and keep indemnified the Client, its officers, employees and agents against all actions, claims, demands, reasonable costs, charges and reasonable expenses incurred by or made against the Client, its officers, employees or agents arising out of or in connection with any services provided under any Purchase Order asserting that they are an employee of the Client or otherwise alleging any breach of any employment related legislation except where such claim arises as a result of any breach of obligations (whether contractual, statuary, at common law or otherwise).
5. MATERIAL BREACH
   1. If the Supplier: -
      1. does not, in the reasonable opinion of the Client Representative have the skills and experience required for the role of Supplier; or
      2. fails to follow reasonable instructions given by the Client’s Representative in the course of his or her work for the Client; or
      3. presents, in the reasonable opinion of the Client’s Representative, a risk to security; or
      4. presents, in the reasonable opinion of the Client’s Representative, a risk to the reputation of Her Majesty’s Government; or
      5. 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.

* 1. Upon receipt of a notice under Clause 4.1 the Supplier shall immediately cease all activities in connection with the Client’s instructions.
  2. 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.
  3. Any activities performed prior to cessation under 4.1 shall be reimbursed on a *quantum meruit* basis.

1. 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.

1. PARTIES RESPONSIBILITIES & OBLIGATIONS

The responsibilities for the Parties are set out in [Schedules 2](#Schedule2) and [3](#Specificobligations)

1. CHARGES FOR ORDERED SERVICES
   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.
   2. All Charges on any Purchase Order placed under the terms and conditions of this Contract shall utilise the rates as per [Schedule 4](#charges) as their basis.
   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.
   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.
   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.
   6. “VAT on VAT” Prevention:

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

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

1. 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;
   1. Interest shall be payable on any late payments under the Contract in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.
   2. 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.
   3. 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.
   4. 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.
   5. The Supplier shall accept payment electronically via the Banks Automated Clearing Service (BACS).
   6. 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.

* 1. 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.

1. 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 the authorised signatories of 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.

1. 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.

1. TERM AND TERMINATION
   1. This Contract shall take effect from the agreed start date and shall terminate when all requirements are satisfied.
   2. The contract shall be subject to termination for convenience by either party subject to three months notice.
   3. The Client may at any time by notice in writing terminate any Purchase Order, or a part thereof, at ninety (90) days’ written notice without charge. Terminations at less than ninety (90) days’ written notice shall be subject to the Supplier’s standard terms and conditions
2. CONSEQUENCES OF TERMINATION AND EXPIRY
   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. Neither party shall be liable to the other to pay any severance payment or compensation to either party for loss of profits suffered as a result of the termination. Determination of such Charges shall be on a *quantum meruit* basis.
   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.
   3. In the event of termination of the Contract for any reason:
      1. the Supplier shall return to the Client all Client Property and all Client data and other items belonging to the Client in its possession;
      2. 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
      3. 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.
3. WARRANTIES AND REPRESENTATIONS
   1. The Supplier warrants and represents that:
      1. it has full capacity and all necessary consents to enter into and to perform the duties as specified herein;
      2. this Contract shall be performed in compliance with all applicable laws, enactments, orders, regulations and other similar instruments as amended from time to time;
      3. 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;
      4. 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;
      5. it owns, has obtained or shall use its reasonable endeavours to 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;
      6. 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;
      7. 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;
4. LIMITATION OF LIABILITY
   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.
   2. Nothing in this Clause 13 shall be taken as limiting the liability of the Supplier in respect of Clause 14.
   3. In respect of any claims of liability arising out of Clause 15, or Clause 16 or the wilful default of the Supplier, its employees, servants, the Supplier will have limited liability for all reasonably direct loss suffered by the Client as a result of such act, omission or event giving rise to the claim. The liability of the Supplier to the Client for any breach of this Clause 13.3, Clause 15, or Clause 16 or arising in any other way out of the subject matter of this Agreement, will not extend to any punitive, exemplary, incidental or consequential damages or losses including (without limitation) loss of profits. The aggregate liability of the Supplier (whether in contract or for negligence or breach of statutory duty or otherwise howsoever) to the Client for breaches under this clause 13.3, Clause 15 or Clause 16 shall for any loss or damage of whatsoever nature and howsoever caused shall be limited to any appropriate insurance policy which the Supplier has in place, such liability shall not exceed the single incident limit specified in that policy
   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 this Agreement.
   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:
      1. indirect or consequential loss or damage; and/or
      2. loss of profits, business, revenue, goodwill or anticipated savings.
   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:
      1. reasonable additional operational and administrative costs and expenses;
      2. any reasonable costs or expenses rendered nugatory; and
      3. 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.

* 1. No Party makes any representation or warranty that advice or information given by the Staff of the Supplier or Sub-Supplier or any other of their employees, students, agents or appointees who work on the Orders Services, or the content or use of any materials, works or information provided in connection with the Orders Services, will not constitute or result in infringement of third-party rights.
  2. The Supplier does not accepts any responsibility for any use which may be made of any work carried out under or pursuant to this Agreement, or of the results of the Ordered Services, nor for any reliance which may be placed on such work or results, nor for advice or information given in connection with them.
  3. Without prejudice to any right which the parties may have to claim against the other party, the Client undertake to make no claim against the Supplier’s Staff, investigator(s) or any other employee, student, agent or appointee of the other Supplier (apart from claims based on fraud or wilful misconduct). This undertaking is intended to give protection to individual Staff and researchers: it does not prejudice any right which a party might have to claim against any other party.
  4. 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.

1. DATA PROTECTION

14.1 Except to the extent that this Clause provides otherwise, the Client and the Supplier acknowledge that, for the purposes of the Data Protection Requirements, they act as joint controllers, and that the provisions of this Clause shall, unless the context otherwise requires, amount to the arrangement between them required by the Data Protection Requirements.

14.2 The Client and the Supplier each acknowledge and confirm that they are data controllers established in the European Union and that the data protection requirements impose legal duties (the “Duties”) upon them.

The Client and Supplier agree that:

14.2.1 these Duties are several duties of the Client and Supplier, rather than joint, duties;

14.2.2. each party shall use its reasonable endeavours to assist the other party to respond to requests made directly of that other party by data subjects;

14.2.3 neither party shall knowingly act, or fail to act, in such a way as to prevent compliance with the Duties by the other party or make such compliance materially more onerous; and

14.2.4 they shall inform those data subjects who are common data subjects to the parties, of the existence of, and a simple explanation of, the contents of this clause.

14.3 Where, and solely to the extent that, the activities of either party create a situation in which one party acts as a data processor on behalf of the other, the parties agree as follows:

14.3.1 that the subject matter, nature and purpose of the processing is wholly or mainly connected with the Services;

14.3.2 that the processing shall continue for so long as either party enjoys rights or is subject to obligations under this Contract;

14.3.3 that the types of personal data being processed may vary, but may include (without limitation) names, dates of birth, addresses (both physical and electronic mail addresses), on-line identifiers, such as cookies and IP addresses, patterns of consumption of goods and services (particularly those connected with food and animal feedingstuffs), records of personal opinions and preferences, images and audio-visual recordings, browsing histories and details of personal contacts;

14.3.4 that the categories of data subject may vary from time to time but will include (without limitation) individuals whose expertise, occupation, views, experience, qualifications, geographic location, personal contacts, interests and patterns of consumption are relevant to the discharge by the Client of its statutory functions;

14.3.5 that the party acting as data processor does so only in accordance with documented instructions provided to it by the other party or, where those instructions are inconsistent with the Data Protection Requirements, in accordance with the Data Protection Requirements;

14.3.6 that persons engaged by the party acting as data processor are bound by conditions of confidentiality as regards the personal data which comes into such persons’ possession;

14.3.7 that the party acting as data processor shall take all appropriate technical and organisation measures necessary to ensure that the personal data is processed fairly and lawfully and in accordance with the Data Protection Requirements and that data subjects can exercise the rights conferred upon them by the Data Protection Requirements;

14.3.8 that the party acting as data processor will not engage another data processor without the prior written agreement of the other party;

14.3.9 that the party acting as data processor shall immediately notify the other party as soon as the party acting as data processor becomes aware of any loss or corruption of, or unauthorised use of or access to, personal data, and provide the other party with such assistance as is required to allow that other party to meet its obligations to notify any breaches of the Data Protection Requirements to the appropriate authorities and to data subjects;

14.3.10 that the party acting as data processor shall not transfer personal data outside the European Union without the prior written consent of the other party;

14.3.11 that (unless the general law requires otherwise) the party acting as data processor shall, at the direction of the other party, delete or return to that other party all personal data processed on behalf of that other party under or pursuant to this Contract;

14.3.12 that the party acting as data processor shall provide the other party with all the information necessary to demonstrate compliance with this clause, and shall allow that other party a right of access (on reasonable notice and in normal business hours) to people, premises and systems engaged by the party acting as data processor to interview those persons and inspect those premises and systems to obtain that information, such information being treated as confidential so far as that is consistent with the parties’ obligations under the Data Protection Requirements; and

14.3.13 that, where the provisions of this Clause are insufficient to achieve, or fail to allow, either party to meet its respective obligations under the Data Protection Requirements, the parties will amend this Contract to remedy that insufficiency or that failure.

14.4 Unless the context otherwise requires, the expressions used in this Clause carry the meanings they bear in the Data Protection Requirements.

1. INTELLECTUAL PROPERTY RIGHTS
   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 licence to the other party to use its Pre-Existing Intellectual Property Rights to the extent necessary to perform its obligations under this Contract.
   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.
   3. The Supplier shall procure that the provision of the Ordered Services shall not knowingly (without undertaking any due diligence) infringe any Intellectual Property Rights of any third party.
   4. Subject to Clause 13.3, the Supplier shall indemnify the Client against all claims, demands, actions, costs, expenses (excluding 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.
   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.
   6. The Client grants the Supplier a royalty-free, sub-licensable, irrevocable, perpetual licence to use the Intellectual Property Rights that generated during the Agreement for academic and research purposes, and for the purpose of clinical patient care, including research involving projects funded by third parties provided that those parties gain or claim no rights to such newly created Intellectual Property Rights.
2. CONFIDENTIALITY
   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:
      1. the Client, its servants or agents is the property of the Client; and
      2. the Supplier, its employees, servants or agents is the property of the Supplier.
   2. The Supplier and the Client shall procure that:
      1. 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;
      2. 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;
      3. 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
      4. 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.
   3. The provisions of Clause 16.1 and Clause 16.2 shall not apply to any information which:
      1. is or becomes public knowledge other than by breach of this Clause 16; or
      2. is in the possession of the recipient without restriction in relation to disclosure before the date of receipt from the disclosing party; or
      3. is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure; or
      4. is independently developed without access to the Confidential Information; or
      5. 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.
      6. 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.
   4. Nothing in this Clause 16 shall be deemed or construed to prevent the Client from disclosing any Confidential Information obtained from the Supplier:
      1. 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
      2. 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.
   5. The Supplier shall, prior to commencing any work, enter into a confidentiality undertaking in the form set out in [Schedule 7](#Confidentiality).
   6. The Supplier shall procure that any of its Staff or associates comply with the requirements under the confidentiality undertaking in the form set out in [Schedule 7](#Confidentiality).
   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.
3. PUBLICITY AND PUBLICATIONS
   1. Neither party shall make any press announcements or publicise this Contract in any way without the other party’s prior written consent.
   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.
   3. The Ordered Services will form part of the actual carrying out of a primary charitable purpose of the Supplier; that is, the advancement of education through teaching and research. There must therefore be some element of public benefit arising from the Ordered Services, and this is recorded through Clauses 17.4 to 17.7.
   4. Subject to the remainder of this Clause 6, all employees, students, Sub-Suppliers, agents or appointees of the Supplier (including those who work on the Ordered Services) shall have freedom in accordance with normal academic practice

17.4.1 in pursuance of the Supplier's academic functions, to discuss work undertaken as part of the Ordered Services in seminars, and to give instructions on questions related to such work; and

17.4.2 to publish results obtained during the course of work undertaken as part of the Ordered Services.

17.5 All proposed publications and presentations arising from the Ordered Services shall be sent to the Client not less than thirty (30) days in advance of submission for publication or presentation, for approval by the Client, such approval shall not be unreasonably withheld or delayed. The Client has thirty (30) days to raise any reasonable objections if the publication or presentation contains any Confidential Information.

17.6 Notification of the requirement for delay in submission for publication or presentation must be received by the Supplier within thirty (30) days following receipt of the proposed publication or presentation to the Client failing which the Client shall be deemed to have approved the proposed publication or presentation. Any delay imposed on a proposed publication or presentation shall not last longer than is absolutely necessary to seek the required protection and shall not exceed a period of three (3) months unless otherwise agreed by the Supplier.

17.7 Nothing in this Agreement shall prevent or delay any registered student of the Supplier from submitting for a degree of the Supplier a thesis based on the results obtained during the course of work undertaken as part of the Ordered Services, the examination of such a thesis by examiners appointed by the Supplier, or the deposit of such a thesis in a library of the Supplier in accordance with the relevant procedures of the Supplier, provided that the Supplier shall send a copy of the thesis to the Client at least one month before it is submitted for examination. At the request of the Client the Supplier shall ensure that the thesis is placed on restricted access in the Supplier's library in accordance with the Supplier's relevant procedures.

17.8 The provisions of Clauses 17.5, 17.6 and 17.7 shall survive for a period of six (6) months from the date of expiry or termination of this Agreement.

1. DISPUTE RESOLUTION
   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.
   2. Clause 18.1 shall be without prejudice to the rights of termination stated in [Clause 10](#Term) and in addition shall not prevent the Client or the Supplier from applying for injunctive relief in the case of:
      1. breach or threatened breach of confidentiality;
      2. infringement or threatened infringement of its Intellectual Property Rights; or
      3. 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.
   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 person of the Supplier’s Account Management Team to the other for resolution.
   4. If any dispute cannot be resolved pursuant to the provisions of Clause 18.3 within twenty (20) Working Days either party may refer the dispute to the Client’s senior representative for resolution.
   5. If any dispute cannot be resolved pursuant to the provisions of Clause 18.4 within twenty (20) 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](#DisputeProcedure).
2. INSURANCE
   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.
   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.
   3. The Supplier shall produce to the Client’s Representative, within ten (10) 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.
   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](#Liability) of this Contract.
3. RECOVERY OF SUMS DUE
   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:
      1. this Contract;
      2. 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).

1. STATUTORY REQUIREMENTS
   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 licences, consents or permits required for the performance of this Contract.
   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.
   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.
2. 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.

1. ENVIRONMENTAL REQUIREMENTS
   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.
   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.
2. DISCRIMINATION
   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.
   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.
3. SUPPLIER’S SUITABILITY
   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.
   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.
4. 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.

1. CORRUPT GIFTS AND PAYMENTS OF COMMISSION
   1. The Supplier shall not:
      1. 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;
      2. 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.
   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.
   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.
   4. Either Party may terminate this contract and recover all its losses if the other Party, their employees or anyone acting on their behalf:
      * + 1. Corruptly offers, gives or agrees to give to anyone any inducement or reward in respect of this Contract; or
          2. Commits an offence under the Bribery Act 2010.
2. TRANSFER AND SUB-CONTRACTING
   1. Sub-contracting will be allowed, subject to written authorisation from the Client.
   2. The Client shall be entitled to nominate sub-Suppliers at its discretion.
   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.
   4. Any sub-contract must allow for full disclosure under ‘transparency’ requirements.
   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.
3. RIGHTS OF THIRD PARTIES
   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.
   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.
4. CLIENT PROPERTY
   1. All Client Property shall remain the property of the Client and shall be used only for the purposes of the Contract.
   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.
   3. Neither the Supplier, nor any Sub-Supplier nor any other person shall have a lien on any Client Property for any sum due to the Supplier, Sub-Supplier 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 Sub-Suppliers and other persons dealing with any Client Property.
   4. For the avoidance of doubt and except as otherwise provided by agreement in writing, as between the Client and the Supplier the full and unencumbered title to all equipment purchased or constructed as part of the Ordered Services shall vest in the Supplier.
5. SEVERABILITY

Subject to the provisions of [Clause22](#Invalidity), 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.

1. FREEDOM OF INFORMATION
   1. The parties acknowledges that each party are subject to the requirements of the FOIA and the Environmental Information Regulations and shall assist and cooperate with each other to enable each party to comply with its information disclosure obligations.
   2. Each party shall, and the Supplier shall procure that its Sub-Suppliers shall:

* transfer to the other party all Requests for Information that it receives as soon as practicable and in any event within five (5) Working Days of receiving a Request for Information;
* provide the other Party with a copy of all Information in its possession, or power in the form that the Client requires within ten (10) Working Days (or such other period as the parties may specify) of a party's request; and
* provide all necessary assistance as reasonably requested by a party to enable the other party 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.
  1. Each party 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.
  2. In no event shall the other party respond directly to a Request for Information unless expressly authorised to do so by the party requesting the information.
  3. The parties acknowledges that (notwithstanding the provisions of [Clause 42 – Transparency](#Transparency)), the parties may, be obliged under the FOIA, or the Environmental Information Regulations to disclose information concerning the other party or the Services:
* in certain circumstances without consulting the other party; or
* following consultation with the other party and having taken their views into account;

provided always that where this clause applies the Client shall, in accordance with any recommendations of the Code of Practice, take reasonable steps, where appropriate, to give the other party advanced notice, or failing that, to draw the disclosure to the other party’s attention after any such disclosure.

* 1. The parties shall ensure that all Information is retained for disclosure and shall permit the other party to inspect such records as requested from time to time.
  2. The parties acknowledge that the Commercially Sensitive Information listed in [Schedule 9](#Sched9) (if any) is of indicative value only and that the parties may be obliged to disclose it in accordance with [clause 32](#Freedomofinfo).

1. FORCE MAJEURE
   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.
   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.
   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.
   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.
   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.
   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.
2. LEGISLATIVE CHANGE
   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.
   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.
3. 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.

1. ASSIGNED STAFF
   1. As soon as the Supplier becomes aware of any intended changes to the Account Management Team, they shall inform the Client Representative.
   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.
2. INVESTIGATIONS

The Supplier shall immediately notify the Client Representative in writing if any investigations directly related to the Ordered Services 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 Department of Trade and Industry investigations or any investigations by the Office for the Supervision of Solicitors which might result in public criticism of the Supplier.

1. 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.

1. 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 Client’s Purchase Order system, and to accept such instruction.

1. WAIVER
   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.
   2. A waiver of any default shall not constitute a waiver of any other default.
   3. No waiver of any of the provisions of this Contract shall be effective unless it is expressed to be a waiver communicated by notice, in accordance with the provisions of [Clause9.](#Communication)
2. LAW AND JURISDICTION

Subject to the provisions of [Clause 18](#DisputeResolution), 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.

1. TRANSPARENCY
   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.
   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.
   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.
2. SECURITY PROVISIONS

**Supplier Personnel – Staffing Security**

* 1. Where Staff are directly involved in the provision of the Ordered Services, the Supplier shall use its reasonable endeavours to comply with the staff vetting procedures as may be requested in writing by the Supplier in respect of all newly appointed Supplier Personnel employed or engaged in the provision of the Services after the date of final signature of this Contract

1. **INTENTIONALLY LEFT BLANK**
2. INTENTIONALLY LEFT BLANK
3. ENTIRE AGREEMENT

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

* 1. Neither the Client nor the Supplier has relied upon any representation or promise

except as expressly set out in this Contract.

* 1. 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.
  2. Both the Client and the Supplier unconditionally waives any rights it may have to seek to rescind this Contract on the basis of any statement made by the other (whether made carelessly or not) whether or not such statement is set out or referred to in this Contract unless such statement was made fraudulently.

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

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

By …...........................................................

Name…...........................................................

Title…...........................................................

Date …...........................................................

Signed for and on behalf of **THE UNIVERSITY OF MANCHESTER:**

By…...........................................................

Name…...........................................................

Title..............................................................

Date..............................................................

Schedule 1

INTERPRETATIONS

|  |  |
| --- | --- |
|  |  |
| **Account Management Team** | The Supplier’s personnel who have been designated as their point(s) of contact for management of this contract |
| **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. |
| **Data Protection Requirements** | mean the General Data Protection Regulations, Data Protection Act 2018, 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. |
| **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. |
| **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. |
| **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](#Schedule5). |
| **Law** | means any applicable law, statute, bye-law, regulation, order, regulatory policy, guidance or industry code, rule of court or directives or requirements of any Regulatory Body, delegated or subordinate legislation or notice of any Regulatory Body. |
| **Mediator** | has the meaning ascribed to it in [Schedule 6](#Sched6). |
| **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](#Schedule2). |
| **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. |
| **Purchase Order** | means an order for Services served by the Client on the Supplier by means of the Client’s i-Procurement system |
| **Quarter** | means a three (3) month period beginning on 1st January, 1st April, 1st July or 1st October. The term ‘Quarterly’ shall be similarly construed. |
| **Regulatory Body** | means those government departments and regulatory, statutory and other entities, committees and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate, or influence the matters dealt with in this Contract or any other affairs of the Client and “Regulatory Body” shall be construed accordingly. |
| **Requests for Information** | means a request for information or an apparent request under the Code of Practice on Access to Government Information, FOIA or the Environmental Information Regulations. |
| **Services** | means services which the Supplier has agreed to provide under any Purchase Order. |
| **Special Terms** | means additional Client specific terms, to which the Supplier’s has agreed |
| **Specific Obligations** | means any obligations entered at [Schedule 3](#Sched3canvass) |
| **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. |
| **Supplier** | The person identified in the Contract their employees, agents or any other persons under the control of the Supplier |
| **Working Days** | means Monday to Friday inclusive, excluding English public and bank holidays. |
| **Year** | means a calendar year. |

schedule 2

THE ORDERED SERVICES

1. **INTRODUCTION**

This Schedule 2 specifies the Ordered Services to be provided to the Client by the Supplier in the services required for FS101174. 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](http://www.food.gov.uk) ). For science projects we will encourage contractors to publish their work in peer reviewed scientific publications wherever possible. Also, in line with the Government’s Transparency Agenda which aims to encourage more open access to data held by government, the Agency is developing a policy on the release of underpinning data from all of its science- and evidence-gathering projects. Underpinning data should also be published in an open, accessible, and re-usable format, such that the data can be made available to future researchers and the maximum benefit is derived from it. The Agency has established the key principles for release of underpinning data that will be applied to all new science- and evidence-gathering projects which we would expect contractors to comply with. These can be found at <http://www.food.gov.uk/about-us/data-and-policies/underpinning-data>

The Food Allergy and Intolerance Branch have established a new programme of research with the central aim of increasing the scientific understanding of adult food allergy. The findings from the research commissioned here will be used to inform consumer advice and help adults with food allergy to better understand and manage their condition to enable them to make safe food choices. This would have a positive impact on their individual circumstances but also be an important contribution to the UK economy, including through reduced sick days, reduced visits to GPs (primary care) and fewer hospitalisations (secondary care).

The paucity of evidence regarding Adult onset food allergy means that sound policy and advice cannot be developed for this vulnerable group. This prevents consumers from managing their condition adequately, and leads to unsafe food choices or overly restricted diets. This phenomenon also undermines the ability of FBOs to cater to the needs of allergic consumers – if there are significant or rising numbers of adults with allergies to foods outside of the 14 allergens, this would reduce the effectiveness of interventions already in place. This work will seek to help in identifying the scale of this emerging issue and to inform future policy directions.

The work commissioned through this invitation to tender seeks to support the FSA’s strategic aims of ‘Food is safe’ and ‘Food is what it says it is’. It also supports the Delivering the Regulating Our Future priority as the work aims to provide more effective and efficient ways to ensure our regulatory activity includes a focus on allergens.

The Adult Food Allergy programme of research will also help to ensure that any revisions to the FSA’s policy on food allergy, and the advice it provides to consumers, will be based on the best possible evidence as required by a data-driven organisation. This will better enable protection of this vulnerable group of consumers, allowing them to make well-informed and safe food choices.

1. **THE SPECIFICATION**

**Background**

Food allergy is a serious, potentially life threatening condition that can significantly affect an individual’s quality of life. The FSA takes the lead for protecting food allergic consumers. Through our engagement with clinicians, researchers, charitable organisations and the general public, we have found strong indicators of a growing impact of food allergy on adults, with adults most at risk of fatal anaphylaxis and more likely to be allergic to foods other than the 14 labelled allergens. Currently there is a lack of scientific evidence and knowledge required to develop relevant policies regarding adult allergy, and to ensure that adults with food allergy have access to food that is safe and are able to make informed food choices.

Current UK data suggest that hospitalisation due to food allergy has been increasing by about 4% per year with a proportion of adults being hospitalised in relation to food allergy. It is thought that a significant proportion of these allergic reactions occur in individuals with adult onset allergy. However, the vast majority of food allergic reactions do not require hospitalisation and as a result the true overall number of food allergic reactions is significantly higher. Anecdotal evidence suggests that adult food allergy is increasing and the prevalence is likely to be higher than the often cited 2% estimate. There are persuasive reports from clinicians that a growing number of adults are being referred to food allergy clinics, and that those seen are displaying an increasingly diverse range of foods to which they are allergic.

There are many factors that have been linked to the development of adult food allergy and a more detailed understanding of these is needed. For example, pollen-associated food allergies have been shown to be more prevalent in adults than in children but the factors and characteristics that influence the development of such allergies are unknown. There are further gaps in understanding the difference between how the characteristics of adults with a history of childhood food allergy differ from those with adult onset food allergy. Establishing the differences between these types of adult food allergy is important in developing more specific guidance and policy.

Furthermore, it is important to establish distinctions of the characteristics of IgE and non-IgE mediated food allergy as well as differentiation from food intolerances or other non-immune mediated conditions. Due to the frequently less severe nature of adult non-IgE mediated food allergy, it can often be overlooked, not followed up and not reported. This makes it difficult to understand the full scope, prevalence and characteristics of non-IgE-mediated adult food allergy. An understanding of how IgE and non-IgE-mediated allergies differ in respect to causative foods and/or thresholds is of great value.

There is also recent evidence for an age-related predisposition to fatal outcomes in teenagers and adults up to the fourth decade of life, with the cause of this unusual age distribution still undetermined.

**The Specification**

Tenders are invited to:

1. Improve the understanding of the true prevalence of adult onset food allergy and adult food allergy persistent from childhood
2. Identify and understand important characteristics of adult onset compared to childhood food allergy and adult food allergy persistent from childhood
3. Identify factors that influence the development of food allergy in adulthood.
4. Applicants are encouraged to consider submitting project proposals which incorporate break-points to enable segmentation of the project during its lifetime. Project proposals with multiple segments/modules should have their costs laid out individually.

Specifically, tenders should seek to deliver the following outcomes:

* If necessary, consider the use of social science research based on clinical data to evaluate the current evidence in late onset food allergy. Applicants considering this approach must give clear justifications for the use of a social science aspect. If the tenderer feel this approach is of worth then they are encouraged to exploit data sets already in existence to gain new insights and information and identify potential gaps in current knowledge (for example but not limited to the secondary analysis of Waves 1-4 of the FSA’s Food and You survey).
* Tenders are encouraged to establish agreements with pre-existing cohorts in longitudinal studies in the UK. Collaboration with pre-existing cohort studies will allow researchers to deliver outcomes that will support the FSA’s priorities without the need to set up costly new cohort studies. Given the wide range of cohorts being monitored across the UK, it may be possible to explore the characteristics of Adult Food Allergy. The FSA has conducted preliminary research in this regard. However, a first step for successful tenders will be to determine the most appropriate longitudinal study(ies) for this work.
* The focus of this work will be to provide a better understanding of:

1. Prevalence data on true late onset food allergy versus unresolved childhood allergy that persist into adulthood.
2. Characteristics of late onset of food allergy and how it differs from childhood allergy. This could be in terms of:

* Types of food causing allergic responses, are these outside the regulatory 14 allergens
* Severity and type of reactions observed including IgE vs. non-IgE
* How threshold levels differ between groups
* Factors that contribute to or increase the development of late onset food allergy.

**Key Points to take into consideration**

* Applicants must clearly explain how ideas are aligned with FSA strategic priorities
* Applicants must clearly explain their method of approach
* Applicants must clearly explain expected outcomes and expected benefits
* Innovation – specifications have not been made prescriptive to maximise the possibility of innovation.
* Applicants to be aware that more than one project may be commissioned from this process
* Applicants to note that they may need to be prepared to work within a collaborative partnership across a number of suppliers
* Applicants with potential to be compatible with one another will be evaluated for collaboration

**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 FS101174. Please see ‘Schedule 3 – Final UoM Technical Proposal’, which is a separate document but forms these Supplier’s Obligations.

**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.

**IDER**

**SCHEDULE 4**

PRICING

This Schedule 4 specifies the Ordered Services to be provided to the Client by the Supplier in the services required for FS101174. Please see ‘Schedule 4 – Final UoM Financial Proposal’, which is a separate document but completes this Pricing Schedule 4.

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. 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.

1. Basic Principles

2.1 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 |

**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.
  1. INVOICE SUBMITTAL

Invoicing the FSA:

Please submit invoices to [*Accounts-Payable.fsa@sscl.gse.gov.uk*](mailto: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.

* 1. 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](#ChargesforServices).

* 1. 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](#ChargesforServices) 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](#DisputeResolution).
  2. **NO PURCHASE ORDER, NO PAY.**

The Food Standards Agency is currently moving purchasing activity to an electronic purchasing solution. This brings supplier organizations a number of benefits, including limiting purchasing to preferred suppliers and faster payment processing.  
  
To implement the solution, the undernoted changes will be implemented with effect from the contract commencement date.  
  
To prevent unauthorised individuals requesting goods and services only FSA branded Purchase Orders from these email addresses should be accepted as FSA commitment: [SSDprocurementagencies@defra.gsi.gov.uk](mailto:SSDprocurementagencies@defra.gsi.gov.uk); OR [Procurement@foodstandards.gov.uk](mailto:Procurement@foodstandards.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 Category Manager.

**SCHEDULE 6**

DISPUTE RESOLUTION PROCEDURE

1. **INTRODUCTION**
   1. In the event that a dispute cannot be resolved by the Client and Supplier representatives nominated under [Clause 18.2](#eighteentwo) 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.](#eighteenfour)
   2. Subject always to the provisions of [Clause 21](#twentyone), 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**
   1. The procedure for mediation pursuant to [Clause 18](#DisputeResolution) and consequential provisions relating to mediation shall be as follows:
      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. the Client and the Supplier shall within ten (10) Working Days of the appointment of the Mediator meet with him in order to agree a programmed for the exchange of all relevant information and the structure to be adopted for negotiations to be held. The parties may at any stage seek assistance from the CEDR to provide guidance on a suitable procedure.
   2. 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.
   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.
   4. Failing agreement, either the Client or Supplier may invite the Mediator to provide a non-binding but informative opinion in writing.
   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.
   6. Work and activity to be carried out under this Contract shall not cease or be delayed during the mediation process.
   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](#Law).

**SCHEDULE 7**

**CONFIDENTIALITY UNDERTAKING**

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

**CONFIDENTIALITY UNDERTAKING**

I ***The Successful Tenderer*** have been informed that I may be assigned to work as a Supplier in providing services to the Food Standards Agency.

I understand that information in the possession of the Client must be treated as confidential.

I hereby give a formal undertaking to the Client, that:

1. I will not communicate any of that information, or any other knowledge I acquire in the course of my work for the Client to anyone who is not authorised to receive it in connection with that work.

2. I will not make use of any of that information or knowledge for any purpose outside that work.

I acknowledge that this applies to all information which is not already a matter of public knowledge and that it applies to both written and oral information.

I also acknowledge that this undertaking will continue to apply at all times in the future, even when the work has finished and when I have left my employment.

I have also been informed that I will be bound by the provisions of the Official Secrets Acts of 1911 and 1989. I am aware that under those provisions it is a criminal offence for any person employed by a Government Supplier to disclose any document or information which is likely to result in an offence being committed, or which might provide assistance in an escape from legal custody or any other act affecting the detention of people in legal custody. I am aware that serious consequences may follow from any breach of that Act.

**Signed: ­­­­­­­­­­­­­­­­­­­­­­­­**

**Name:**

**Date of Signature:**

**Schedule 8 – Staff Transfer – “TUPE”**

Not applicable

**Schedule 9 – Commercially Sensitive Information**

None identified

**Schedule 10 – Variation Notice – Request for Variation**

1. **General principles of the Variation Procedure**
   1. This Schedule sets out the procedure for instruction and evaluation of Variations to the Framework.
   2. Under this Variation procedure:  
      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.
      2. Variation requests are to be submitted using the format at Appendix A.
      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.
      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.
      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.
   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**
   1. Each party shall bear its own costs in relation to the preparation and agreement of each Variation.

**3**  **Change Authorisation**

* 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.
  2. The variation shall not be deemed effective until the Variation form at Appendix B has been signed by both parties.

**Schedule 11 – Exit Management**

None Identified.

**Appendix A Variation Request Form**  

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

**APPENDIX B VARIATION FORM** 

**PROJECT TITLE:**

**DATE:**

**VARIATION No:**

BETWEEN:

|  |
| --- |
| **The Food Standards Agency (hereinafter called “the Client”) & SUPPLIER (hereinafter called “the Supplier”)** |

1. The Contract is varied as follows:

|  |
| --- |
| **Contract**  x |

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

|  |  |  |
| --- | --- | --- |
| **SIGNED:**  For: The Client  By: . . . . . . . . . . . . . . . . . . . . . . . . . .  Full Name: . . . . . . . . . . . . . . . . . . . .  Position: . . . . . . . . . . . . . . . . . . . . .  Date: . . . . . . . . . . . . . . . . . . . . . . . . |  | For: The Supplier  By: . . . . . . . . . . . . . . . . . . . . . . . . .  Full Name: . . . . . . . . . . . . . . . . . . .  Title: . . . . . . . . . . . . . . . . . . . . . . . .  Date: . . . . . . . . . . . . . . . . . . . . . . . . |

**APPENDIX C TABLE OF POLICIES** 

Table of Policies

|  |  |  |
| --- | --- | --- |
| **Policy** | **Description** | **Includes:** |
| Acceptable Use of Computers and Networks | The Food Standards Agency provides networks and  equipment to its staff to be used as a source of business  information which supports the work of the Agency.  Inappropriate use of the Agency’s networks exposes the  Food Standards Agency to risks including virus attacks,  compromise of network systems and services, and legal  issues.  The Acceptable Use Policy sets out the ways in which the network and systems may be used, safeguarding the FSA and its employees against potential legal action and protecting the security of the Agency’s IT infrastructure. It is vital in informing the agency’s employees of the behaviour expected of them as users of our Information Technology systems. | - Use of Internet and Intranet  - Working Remotely  - Personal Web Logs and Websites |
| Data Protection | The Data Protection Act defines UK law on the processing of data about living people. In order to process personal data and sensitive personal data the Food Standards Agency must comply with the Principles of the Act. Failure to comply could result in the Agency or the individual involved having criminal or civil proceedings brought against them.  The Food Standards Agency is committed to protecting personal data and as such the Data Protection Policy was created to safeguard the Agency and its employees by informing staff of their responsibilities and rights when handling personal data. | - Processing Personal Data  - Sensitive Personal Data  - Failure to Comply  - Data Subject |
| Information and Records Management Policy | Food Standards Agency information and records are  valuable assets that play a vital role in documenting the  policy making and inspection activities of the Agency. Best  practice in records management is vital in supporting the  Agency to deliver its strategic plan, document business  intelligence, demonstrate accountability and protect its  interests.  The Information and Records Management Policy informs  users of their responsibilities when handling information and  records and allows the Agency to maintain a framework of  standards to maintain compliance with the Public Records  Act 1958, Freedom of Information Act and ISO 27001. | - Organisational Records  Management Requirements  - Records Standards  - Registration Records Management  process and System Requirements  - Technical specification of records  - Access to records  - Security of records  - Preservation of records |
| Electronic Communications | The Food Standards Agency provides and encourages the  use of its Electronic Communication Systems to its  employees for the purposes of business communication.  This policy has been developed to ensure the Electronic Communications Systems are safeguarded for the efficient exchange of business information within the Food Standards Agency and to ensure that all employees are made aware of their responsibilities and adhere to the relevant legislations. | - Electronic Mail (Email)  - Personal Use  - Use of Instant Messaging |
| 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 |