



CONTRACT FOR THE PROVISION OF:

Estimating the Financial Cost to Individual Sufferers Living with a Food Hypersensitivity

Reference Number: FS430387

This document forms the contract for the Services between;

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

and

RSM UK Consulting LLP (“Supplier”), 25 Farringdon Street, London, EC4A 4AB

To be effective from **20th July 2020 until 12th March 2021** unless varied by extension. (Upon the completion of the 1st work package, a break clause is included. Work will stop and continuation is subject to written confirmation from the Client.)

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CONTRACT

WHEREAS

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

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

IT IS AGREED AS FOLLOWS:

1. TERMS and CONDITIONS

1.1 As used in this Contract:

- a) the terms and expressions set out in [Schedule 1](#) shall have the meanings set out therein;
 - b) the masculine includes the feminine and the neuter;
 - c) the singular includes the plural and vice versa; and
 - d) the words “include”, “includes” and “including” are to be construed as if they were immediately followed by the words “without limitation”.
- 1.2. A reference to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended by any subsequent statute, enactment, order, regulation or instrument or as contained in any subsequent re-enactment thereof.
- 1.3. A reference to any document other than as specified in Clause 1.2 shall be construed as a reference to the document as at the date of execution of this Contract.
- 1.4. Headings are included in this Contract for ease of reference only and shall not affect the interpretation or construction of this Contract.
- 1.5. References to “Clauses” and “Schedules” are, unless otherwise provided, references to the Clauses of and Schedules to this Contract.
- 1.6. Terms or expressions contained in this Contract which are capitalised but which do not have an interpretation in [Schedule 1](#) shall be interpreted in accordance with the common interpretation within the legal services market where appropriate. Otherwise they shall be interpreted in accordance with the dictionary meaning.

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

2. THE SERVICES

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

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

3. STANDARDS AND REGULATIONS

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

4. MATERIAL BREACH

4.1. If the Supplier: -

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

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

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

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

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

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

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

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

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

5. NON-SOLICITATION

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

6. PARTIES RESPONSIBILITIES & OBLIGATIONS

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

7. CHARGES FOR ORDERED SERVICES

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

The Supplier shall not invoice, nor shall the Client be responsible for, any "VAT on VAT" payment. For the avoidance of doubt, in the event that:
 - a) the Supplier has incurred expenditure for goods or services from a third-party provider in respect of which the Supplier is entitled to reimbursement by the Client under the Contract; and
 - b) the third-party provider with whom the expenditure has been incurred has charged the Supplier UK VAT on the price of the relevant goods or services;
- 7.7. Interest shall be payable on any late payments under the Contract in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.
- 7.8. The Supplier shall follow the Purchase Order and Invoice process as set out in Schedule 5. All invoices must reference the duly authorised Purchase Order number. Any invoices which do not reference the Purchase Order number shall be returned as unacceptable.
- 7.9. The Supplier shall continuously indemnify the Client against any liability, including any interest, penalties or reasonable costs incurred which is levied, demanded or assessed on the Client at any time in respect of the Supplier's failure to account for or to pay any Value Added Tax relating to payments made to the Supplier under this Contract. Any amounts due under this Clause 7.8 shall be paid in cleared funds by the Supplier to the relevant Agency not less than five (5) Working Days before the date upon which the tax or other liability is payable by the Client.

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

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

7.12. Euro

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

7.13. Efficiency

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

8. AMENDMENTS and VARIATIONS TO THIS CONTRACT

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

9. COMMUNICATIONS

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

10. TERM AND TERMINATION

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

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

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

10.4. Upon completion of the 1st work package, a break clause is included. Work will stop and continuation is subject to written confirmation from the Client.

11. CONSEQUENCES OF TERMINATION AND EXPIRY

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

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

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

- a) the Supplier shall return to the Client all Client Property and all Client Data and other items belonging to the Client in its possession;
- b) subject to the payment of the appropriate portion for work completed, the Supplier shall provide the Client with a copy of all work undertaken to date (whether completed or not). and
- c) Upon expiry or termination for any reason, the Supplier shall render reasonable assistance to the Client (and any third parties appointed by the Client) if requested, to the extent necessary to affect an orderly cessation of the Services.

12. WARRANTIES AND REPRESENTATIONS

12.1. The Supplier warrants and represents that:

- a) it has full capacity and all necessary consents to enter into and to perform the duties as specified herein;
- b) this Contract shall be performed in compliance with all applicable laws, enactments, orders, regulations and other similar instruments as amended from time to time;
- c) the Supplier warrants that the Ordered Services shall be provided and carried out by appropriately experienced, qualified and trained personnel with all due skill, care and diligence;

- d) it shall discharge its obligations hereunder with all due skill, care and diligence including good industry practice and (without limiting the generality of this Clause 12, in accordance with its own established internal procedures;
- e) it owns, has obtained or shall obtain valid licenses for all Intellectual Property Rights that are necessary for the performance of this Contract and the use of the Ordered Services by the Client;
- f) it has taken and shall continue to take all reasonable steps, in accordance with good industry practice, to prevent the introduction, creation or propagation of any disruptive element (including any virus, worm and/or trojan horse) onto the Ordered Service and into systems, data, software or Confidential Information (held in electronic form) owned by or under the control of, or used by, the Client;
- g) it shall take all reasonable measures to avoid any and all data loss and data corruption during the provision of the Ordered Services in accordance with good industry practice;

13. LIMITATION OF LIABILITY

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

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

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

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

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

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

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

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

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

resulting directly from the Default of the other party.

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

14. DATA PROTECTION

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

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

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

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

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

to do so by the Controller or as otherwise permitted by this Agreement; and

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

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

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

- 14.8 The Processor's obligation to notify under clause 1.5 shall include the provision of further information to the Controller in phases, as details become available.
- 14.9 Taking into account the nature of the processing, the Processor shall provide the Controller with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under clause 1.5 (and insofar as possible within the timescales reasonably required by the Controller) including by promptly providing:
- (a) the Controller with full details and copies of the complaint, communication or request;
 - (b) such assistance as is reasonably requested by the Controller to enable the Controller to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
 - (c) the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;
 - (d) assistance as requested by the Controller following any Data Loss Event;
 - (e) assistance as requested by the Controller with respect to any request from the Information Commissioner's Office, or any consultation by the Controller with the Information Commissioner's Office.
- 14.10 The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this clause. This requirement does not apply where the Processor employs fewer than 250 staff, unless:
- (a) the Controller determines that the processing is not occasional;
 - (b) the Controller determines the processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; and
 - (c) the Controller determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.
- 14.11 The Processor shall allow for audits of its Data Processing activity by the Controller or the Controller's designated auditor.
- 14.12 The Processor shall designate a data protection officer if required by the Data Protection Legislation.
- 14.13 Before allowing any Sub-processor to process any Personal Data related to this Agreement, the Processor must:
- (a) notify the Controller in writing of the intended Sub-processor and processing.

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

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

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

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

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

15. INTELLECTUAL PROPERTY RIGHTS

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

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

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

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

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

16. CONFIDENTIALITY

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

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

16.2. The Supplier and the Client shall procure that:

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

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

- a) is or becomes public knowledge other than by breach of this Clause 16; or
- b) is in the possession of the recipient without restriction in relation to disclosure before the date of receipt from the disclosing party; or

- c) is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure; or
- d) is independently developed without access to the Confidential Information; or
- e) must be disclosed pursuant to a statutory, legal or parliamentary obligation placed upon the party making the disclosure, including any requirements for disclosure under the Freedom of Information Act 2000 or the Environmental Information Regulations 2004.
- f) is required to be disclosed by a competent regulatory Agency (including the Law Society or Solicitors Disciplinary Tribunal) or pursuant to any applicable rules of professional conduct.

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

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

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

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

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

17. PUBLICITY

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

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

18. DISPUTE RESOLUTION

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

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

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

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

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

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

19. INSURANCE

- 19.1. The Supplier shall affect and maintain policies of insurance to provide a level of cover sufficient for all risks which may be incurred by the Supplier under this Contract, including death or personal injury, or loss of or damage to property.
- 19.2. The Supplier shall hold employer's liability insurance in respect of its employees in accordance with any legal requirement for the time being in force.
- 19.3. The Supplier shall produce to the Client's Representative, within five (5) Working Days of request, copies of all insurance policies referred to in Clause 19.1 and Clause 19.2 or such other evidence as agreed between the Client and the Supplier that will confirm the extent of the cover given by those policies, together with receipts or other evidence of payment of the latest premiums due under those policies.
- 19.4. The terms of any insurance or the amount of cover shall not relieve the Supplier of any liabilities under this Contract. It shall be the responsibility of the Supplier to ensure that the amount of insurance cover is adequate to enable it to satisfy all its potential liabilities subject to the limit of liability specified in [Clause 13](#) of this Contract.

20. RECOVERY OF SUMS DUE

- 20.1. The Client shall be permitted to deduct and withhold from any sum due to the Supplier under this Contract any sum of money due from the Supplier under either:
- a) this Contract;
 - b) any other agreement between the Supplier and the Client;

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

21. STATUTORY REQUIREMENTS

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

22. STATUTORY INVALIDITY

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

23. ENVIRONMENTAL REQUIREMENTS

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

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

24. DISCRIMINATION

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

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

25. SUPPLIER'S SUITABILITY

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

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

26. OFFICIAL SECRETS ACTS

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

27. CORRUPT GIFTS AND PAYMENTS OF COMMISSION

27.1. The Supplier shall not:

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

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

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

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

- a. Corruptly offers, gives or agrees to give to anyone any inducement or reward in respect of this Contract; or
- b. Commits an offence under the Bribery Act 2010.

28. TRANSFER AND SUB-CONTRACTING

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

29. RIGHTS OF THIRD PARTIES

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

30. CLIENT PROPERTY

- 30.1. All Client Property shall remain the property of the Client and shall be used only for the purposes of the Contract.
- 30.2. The Supplier undertakes the safe custody of and the due return of all Client Property and shall be responsible for all reasonably foreseeable loss thereof from whatever cause and shall indemnify the Client against such loss.
- 30.3. Neither the Supplier, nor any 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

31. SEVERABILITY

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

32. FREEDOM OF INFORMATION

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

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

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

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

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

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

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

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

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

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

33. FORCE MAJEURE

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

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

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

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

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

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

34. LEGISLATIVE CHANGE

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

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

35. CONFLICTS OF INTEREST

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

36. ASSIGNED STAFF

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

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

37. INVESTIGATIONS

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

38. STATUTORY AUDITORS' ACCESS

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

39. ELECTRONIC INSTRUCTION

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

40. WAIVER

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

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

40.3. No waiver of any of the provisions of this Contract shall be effective unless it is expressed to be a waiver communicated by notice, in accordance with the provisions of [Clause 9](#).

41. LAW AND JURISDICTION

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

42. TRANSPARENCY

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

43. SECURITY PROVISIONS

Supplier Personnel – Staffing Security

- 43.1 The Supplier shall comply with the staff vetting procedures in respect of all Supplier Personnel employed or engaged in the provision of the Services. The Supplier confirms that all Supplier Personnel employed or engaged by the Supplier at the Effective Date were vetted and recruited on such a basis that is equivalent to and no less strict than the Staff Vetting procedures as laid out by Cabinet Office: https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/200551/HMG_Baseline_Personnel_Security_Standard_V3_2_Apr-2013.pdf
- 43.2 The Supplier shall provide training on a continuing basis for all Supplier Personnel employed or engaged in the provision of the Services in compliance with the Security Policy – Table of Policies – See Annex D.
- 43.3 The Supplier agrees to conform to the below standards as directed by the Client:
- Baseline Standard
- a) The **Baseline Standard** is not a formal security clearance but aims to provide an appropriate level of assurance as to the trustworthiness, integrity and probable reliability of prospective **Suppliers** and/or their **Staff**.
 - b) It should be applied to all private sector **Employees** working on government **Contracts** (e.g. **Suppliers** and consultants), who require access to the **Agency's** premises, or knowledge or custody of, government assets protectively marked up to and including CONFIDENTIAL.
 - c) The outcome of checks should be recorded on the **Baseline Standard Verification Record**. This will be carried out by the **Agency's Representative**.

Enhanced Baseline Standard

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

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

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

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

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

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

43.7 Client Data

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

43.8 To the extent that Client Data is held and/or processed by the Supplier, the Supplier shall supply that Client Data to the Client as requested by the Client in the format specified herein:

- 43.9 The Supplier shall take responsibility for preserving the integrity of Client Data and preventing the corruption or loss of Client Data.
- 43.10 The Supplier shall perform secure back-ups of all Client Data and shall ensure that up-to-date back-ups are stored off-site in accordance with the Business Continuity and Disaster Recovery Plan. The Supplier shall ensure that such back-ups are available to the Client at all times upon request and are delivered to the Client at no less than monthly intervals.
- 43.11 The Supplier shall ensure that any system on which the Supplier holds any Client Data, including back-up data, is a secure system that complies with the Security Policy.
- 43.12 If the Client Data is corrupted, lost or sufficiently degraded as a result of the Supplier's Default so as to be unusable, the Client may:
- require the Supplier (at the Supplier's expense) to restore or procure the restoration of Client Data to the extent and in accordance with the requirements specified in herein and the Supplier shall do so as soon as practicable but not later than two working days; and/or
 - itself restore or procure the restoration of Client Data, and shall be repaid by the Supplier any reasonable expenses incurred in doing so to the extent and in accordance with the requirements specified herein
- 43.13 If at any time the Supplier suspects or has reason to believe that Client Data has or may become corrupted, lost or sufficiently degraded in any way for any reason, then the Supplier shall notify the Client immediately and inform the Client of the remedial action the Supplier proposes to take.

Security Requirements

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

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

Malicious Software

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

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

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

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

Warranties

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

44. ACCEPTANCE TESTING IS NOT APPLICABLE

45. EXIT MANAGEMENT

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

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

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

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

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

46. ENTIRE AGREEMENT

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

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

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

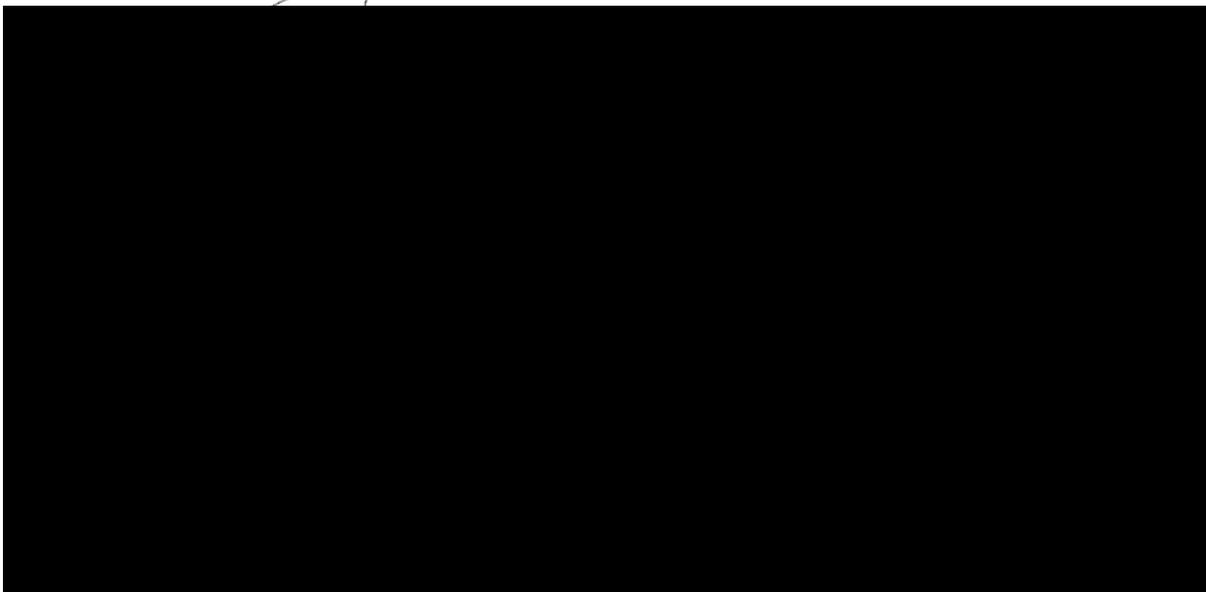
46.3. Both the Client and the Supplier unconditionally waives any rights it may have to seek to rescind this Contract on the basis of any statement made by the other (whether made carelessly or not) whether or not such statement is set out or referred to in this Contract unless such statement was made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

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

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



Signed for and on behalf of **RSM UK Consulting LLP**



SCHEDULE 1

INTERPRETATIONS

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

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

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

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

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

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 FS430387. Please see the Schedule 2 - "Evidence Requirement Document "

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

2. SPECIFICATION

SUMMARY OF REQUIREMENTS

Food hypersensitivities (food allergies, coeliac disease and food intolerances) are chronic conditions, and for those affected the health consequences, both physical and psychosocial, can be significant.

Food hypersensitivities (FH) involve a constant risk of experiencing an adverse physical reaction to food. As a result, individuals with food hypersensitivities can allocate large amounts of time and resource to manage the ongoing food risks associated with these adverse episodes¹. The proactive behaviours individuals must undertake to manage their conditions on an ongoing basis can be financially burdensome for individuals and households.

The FSA is seeking to commission research with a view to quantify and monetise the financial burden imposed on FH sufferers through their day-to-day management of the physical risks associated with food allergies, food intolerance and coeliac disease.

Specific project objectives are to:

- 1) Examine, analyse and compare consumption trends of FH sufferers on restricted diets relative to that of non-sufferers on unrestricted diets; subsequently evaluating and reporting on the price differential between them.
- 2) Map out and monetise the associated financial (direct and indirect) costs FH sufferers are likely to incur, such as purchasing specific kitchen utensils, travelling longer distances to access specific products, purchase of EpiPen etc in order to avoid an adverse episode, i.e. to remain at the maintenance state.

¹This symptom free state, the neutral condition of no adverse reaction, is referred to as a 'maintenance state'.

Tenderers are encouraged to develop and propose innovative approaches to conduct this research and report. Findings are expected to be reported for food allergic, food intolerant and coeliac individuals. The FSA recognises that one of the main challenges to this project will be recruiting individuals with food hypersensitivities to be involved in the work. The FSA will endeavour to support recruitment activities wherever possible using its existing connections to food hypersensitivity support organisations (with membership bases).

The deadline for tenders is 15th April 2020 Work is expected to start in May 2020 and complete by March 2021. More detail on procurement timescales is included in Section B.

A. THE SPECIFICATION

1. Background

1.1 The Food Standards Agency (FSA) has a statutory duty to protect public health from risks which may arise in connection with the production, supply and consumption of food. Our strategic ambitions– against which we measure our impact – include that ‘food is safe’ and is ‘what it says it is’. The FSA therefore needs to understand both the risks and burden faced by sufferers with a food hypersensitivity (food allergies, food intolerance, coeliac disease).

1.2 The FSA, through risk assessment, regulation and other interventions, attempts to reduce the incidence of FH risks in the UK and minimise impacts on society. To assess the most efficient and effective ways to do this, the FSA needs to ensure it has a good understanding of the incidence of FH in the population and associated impacts. Reliable estimates of the economic and financial burden of FH is therefore needed to underpin monetary impact valuation, which allows the FSA and other stakeholders to:

- Assess the economic impact of FH on individuals and society and be able to compare the burden relative to other food safety risks such as, foodborne disease, chemical and radiological contamination.
- Appropriately allocate resources to control and mitigate against food hypersensitivity risks.
- monitor and evaluate food safety measures
- develop new food safety standards
- assess the cost-effectiveness of interventions
- quantify the disease/illness burden in monetary costs

1.3 The FSA uses Hospital Episode Statistics as the basis of its estimate of the cost of FH in England, Wales and Northern Ireland annually; allowing measurement of the resource losses attributable to FH.

Estimating the Economic and Financial Burden of Food Hypersensitivity (FH)

- 1.4 The focus of this tender is on estimating the financial burden imposed on FH sufferers through their day-to-day management of the physical risks associated with food allergies, food intolerance and coeliac disease i.e. the maintenance state.
- 1.5 The FSA will be commissioning a separate piece of research, which will look to elicit Willingness to Pay (WTP) values, for the impact of FH on QoL, in terms of the pain, grief and suffering of individuals with food hypersensitivities.
- 1.6 The FSA has already undertaken some research in this area looking specifically at the burden of food allergies, food intolerance and coeliac disease on individuals and society:
 - In collaboration with the London School of Hygiene & Tropical Medicine (LSHTM) the FSA has undertaken an extensive in-house project to fully revise and update its Cost of Illness (COI) model for producing partial and provisional estimates pertaining to the economic burden associated with food allergies, food intolerance and coeliac disease. Due to the limited data availability on case numbers, the current FSA COI model for FH only covers hospitalised cases and fatalities.
 - The FSA has commissioned research estimating the loss of Quality Adjusted Life Years (QALY) related to food allergies, food intolerance and coeliac disease – ‘Study on the Use of Quality Adjusted Life Years (QALY) for Food Safety Risks’².
 - The FSA has also conducted an in-house exploratory assessment of the costs associated with dietary restriction. Using household consumption data, the FSA derived preliminary estimations of a positive price differential faced by coeliac disease sufferers, where the evidence appears to suggest that a gluten free basket of goods tend to be relatively more expensive compared to a standard basket of goods.

2.1 Research objectives

- 2.2 The overarching objective of this research project is to identify and capture all relevant financial (direct and indirect) costs associated with the burden of living with a food hypersensitivity, specifically the day-to-day management of food allergies, food intolerance and coeliac disease i.e. to capture the financial burden of maintaining a symptom free state. Results from this work will contribute to the development of the FSA Cost-of-Illness (COI) model for food hypersensitivities, allowing the FSA to capture the overall economic burden related to food allergies, food intolerances and coeliac disease.

2.3 Specific research objectives are:

² Available to view here:

<https://www.food.gov.uk/sites/default/files/media/document/fs102087p1finrep.pdf>

- 1) To examine, analyse and compare consumption trends of FH sufferers on restricted diets relative to that of non-sufferers on unrestricted diets; subsequently evaluating and reporting on the price differential between them.
- 2) To map out and monetise all other associated financial (direct and indirect) costs FH sufferers are likely to incur to remain symptom free - such as purchasing specific kitchen utensils, travelling longer distances to access specific products, purchase of EpiPen etc.

3. Scope

- 3.1 The FSA is looking to appoint a contractor, or consortium, who can deliver this ambitious research project.
- 3.2 The FSA is looking for an innovative approach, relying on primary research, to conduct this work. This programme of work is expected to report findings for food allergic, coeliac disease and food intolerant individuals,
- 3.3 The 13 most common allergens responsible across Europe as specified in the EU FIC³ are:

³ Available here: <https://eur-lex.europa.eu/LexUriServ/LexUriServ.do?uri=OJ:L:2011:304:0018:0063:EN:PDF>

- celery
- cereals containing gluten
- crustaceans
- eggs
- fish
- lupin
- milk
- molluscs
- mustard
- tree nuts
- peanuts
- sesame seeds
- soya

We expect tenders to construct bundles of goods taking account of individuals who experience reactions to the 13 allergens listed above, as well as wider allergens not listed here. We would be interested in comparing the findings for those who experience reactions to the above allergens, against those allergic to allergens beyond these 13, but recognise that this may not be feasible for all of them.

4. Methodology

4.1 We expect the tenderer to outline an approach they deem appropriate to answer the research questions and that appreciates the challenges of conducting this research. The research should include the components given below, but it is expected that the tenderer will provide ideas about how these elements will best be approached. It is also envisaged that some of these components will be carried out in parallel.

- A. Rapid Evidence Assessment (REA) on the approaches to define the basket of goods for FH's individuals. The REA should explore existing methods and techniques for assessing and estimating price differentials between FH sufferers on restricted diets relative to that of non-sufferers on unrestricted diets. The REA should also examine any other financial burden associated to the maintenance state.

- B. Use primary research, to assess, evaluate and identify differences in consumption patterns i.e. the bundle of goods purchased by food allergen, food intolerance and coeliac disease sufferers compared to that by non-sufferers.
- C. To derive price differentials as a result of the above identified dietary restrictions due to FH.
- D. Identify, assess and monetise other financial costs experienced by sufferers as part of their day-to-day management of the physical risks associated with food allergies, food intolerance and coeliac disease. A non-exhaustive list of costs should include but not be limited to:
- purchasing specific pots/kitchen utensils
 - travel costs associated to products only available at specific supermarkets
 - time costs associated to reading food package labels
 - nutritional complements to compensate dietary restriction
 - specific training/education to handle the condition
 - over the counter treatments
- 4.2 The appointed contractor will be responsible for carrying out primary data collection; identifying and sourcing a relevant sampling frame. Contractors are expected to outline strategies for obtaining a fully representative sample, and allow the data to provide statistically powered comparison between groups; the pros and cons of the preferred approach should be clearly set out.
- 4.3 The FSA expects tenders to outline an approach they deem appropriate to answer the research questions and that appreciate the challenges of conducting this research.
- 4.4 All financial estimates should be reported by FH type i.e. individual estimates at a food allergy, food intolerance and coeliac disease level.
- 4.5 Tenders should also be aware of potential heterogeneity issues, taking account of differences such as socioeconomic backgrounds, age profiles or any other individual characteristics. The FSA is also particularly interested in the UK child population (cost to parents). If feasible, tenders are encouraged to outline an approach they deem appropriate to answer these questions.

4.6 The tender should discuss the feasibility of undertaking the research and analysis; making the distinction between the self-diagnosed and medically diagnosed population. Limitations and risks in approaches and methodology should also be clearly stated in the tender.

5. Deliverables

A delivery plan for the proposed work should be included within the tender. The following outputs are required.

Work Package 1. Rapid Evidence Assessment (REA)

A draft review on the main approaches used for identifying the basket of goods for sufferers and non-sufferers of FH; including methodologies for assessing the price differentials between restricted and unrestricted dietary requirements.

The contractor must comment on any existing evidence on cost differentials for restricted diets - due to food allergy, intolerance or coeliac disease- compared to unrestricted diets. Limitations and strengths underpinning the methodologies must be clearly stated in the discussion.

In addition, the REA should also review any other financial burden associated to the maintenance state (as per research objective A).

Work Package 2. Assessment of household consumption patterns of food allergy, food intolerance and coeliac disease sufferers

A draft report detailing the process undertaken on data gathering, analysis and derived conclusion on comparative consumption patterns between sufferers and non-sufferers of FH (as per research objective B)

Results must be presented by FH type i.e. at a food allergy, food intolerance and coeliac disease level. The report must be provided in electronic format (word).

Upon completion of Work Packages 1 and 2, the FSA's project officer will meet with the appointed contractor and key stakeholders with a view to using these outputs for constructing an appropriate bundle of goods for Work Package 3 - *Estimating price differentials between FH sufferers with restricted-diets compared to non-sufferers with unrestricted diets.*

Contract break point: Following the receipt of WP1 and WP2, the FSA will determine the value of applying the delivered methodology and to proceed with WP3 and WP4 In the event of deciding to rescind the contract, exclusively WP5 should be delivered.

Work Package 3. Estimating price differentials between FH sufferers with restricted diets compared to non-sufferers with unrestricted diets.

In addition, drawing from WP1 and WP2, the FSA requires financial / monetised estimates based on household consumption patterns to elicit price differentials between FH sufferers with restricted diets compared to non-sufferers with unrestricted diets (as per research objective C).

This Work Package would deliver estimates by FH type i.e. individual estimates at a food allergy, food intolerance and coeliac disease level. WP3 must also include relevant sensitivity tests of the data and analysis; and robustness checks of the underlying methodology and assumptions. The FSA requires the contractor to state and list limitations and caveats of the research including what inferences can be drawn from the analysis and results. The draft report and models should be provided in electronic format (Word and Excel or any other software used).

Work Package 4. Estimations of other financial costs associated with food allergies, food intolerance and coeliac disease.

As per research objective (D), WP4 should explore but not necessarily be restricted to outputs from WP1 and WP2. The contractor should identify and assess other financial costs (direct and indirect), FH sufferers are likely to incur as a result of their condition i.e. costs related to the day to day management maintaining a symptom free state.

Contractors should outline an approach they deem appropriate to deliver WP4, while appreciating the challenges of conducting this research; as well as documenting reasons for the preferred approach, which is to be discussed and agreed beforehand with the project officer. The draft report and models should be provided in electronic format (Word and Excel or any other software used).

Work Package 5. Final report, slides pack and underpinning data.

FSA's preferred reporting format is 1: 3: 25, where 1 refers to a project summary, 3 refers to the executive summary and 25 refers to the full report (excluding annexes). Tenders are asked to comment on this format, if the format is not suitable for the research being proposed. FSA expects all reports to include a project summary and executive summary; the executive summary should refrain from simply bulleting the points in the main report but should consider what the findings mean in a wider policy context. The report should be provided in electronic format (Word and PDF).

The tender is also expected to deliver a PowerPoint presentation summarising the key research findings and recommendations. In addition, electronic files of the underpinning data, including any potential modelling tool used to analyse the data are also requested to be sent by the conclusion of the project.

Usually reports require two rounds of substantive comments by FSA officials (and any other parties involved in the project as appropriate) and a final round to finalise minor outstanding comments. Unless otherwise agreed, the project manager will co-ordinate comments and provide them to the contractor and all responses will be recorded. The final report will be subject to external peer review, following which further amendments may be required. Contractors should agree the timetable for reporting and publication with the project officer but should note that FSA normally expect two weeks to provide a co-ordinated response per round of substantive comments. *Please confirm in your proposal how you will meet FSA's requirements for reporting.*

The Agency is committed to openness and transparency. As well as the final project report being published on the Food Standards Agency website (www.food.gov.uk), we 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>

6. Reference List

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Whitaker, j., west, j., holmes, g. And logan, r. (2009). Patient perceptions of the burden of coeliac disease and its treatment in the UK. Alimentary Pharmacology & Therapeutics, 29(10), pp.1131-1136.

7. Timings

The FSA recognize that timings would be highly dependent on the contractor's proposed approach. Tenders are advised that innovative approaches would be prioritized over fast turn arounds. Nevertheless, we refer tenders to Table 1 which provide a suggested timescale. Any amendments are welcome if they are clearly justified.

Table 1. Suggested research components and reporting timescales are as follows:

Deliverables	Timing
WP 1. <i>Rapid Evidence Assessment (REA)</i>	May 2020 – June 2020
WP 2. <i>Assessment of house-based consumption patterns as a result of food allergy, food intolerance and coeliac disease</i>	June 2020 – October 2020
Contract Break	October 2020
WP 3. <i>Estimating Price differentials between FH sufferers with restricted-diets compared to non-sufferers with unrestricted diets.</i>	October 2020 – January 2021
WP 4. <i>Estimations of the financial costs associated to food allergy and food intolerance.</i>	October 2020 – January 2021
WP 5. <i>Final report, slides pack and underpinning data.</i>	February 2021

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

8. Personnel

8.1 Details of all key personnel who will be working on this project must be given. Should any element of this project be subcontracted, this must also be stated in proposals with details of subcontracted companies, their key personnel and working arrangements with subcontractors. Tenderers should demonstrate previous experience of successful delivery of similar projects.

8.2 The tenderer will be required to appoint a Contract Manager who will be fully accountable for the delivery of the project against the contract. They will be required to liaise closely with the Agency's nominated project officer.

9. Data issues

9.1 Tenderers are asked to respond to each of these sections in relation to this project, this information is in addition to that submitted for the framework. In doing so FSA would like to draw particular attention to the Framework Standard Terms and Conditions on data security and the commissioning authority's role as the 'data controller' and the contractor's role as the 'data processor'.

9.2 There will be additional data considerations related to this work given the sensitive nature of the topic (health data). Please outline in your tender how you will comply with the GDPR, recognising the commissioning authority's role as the 'data controller' and the contractor's role as the 'data processor', and responding to the sections below. If successful you may also be asked to carry out a Privacy Impact Assessment (PIA), and a privacy notice may be required, which will be reviewed by the FSA data security team.

Expectations

9.3 The contractor/ data processor will be expected to:

- Process the personal data only on the documented instructions of the Controller;
- Feed into the FSA's Privacy Impact Assessment (PIA) for the work. A privacy notice for the project will also be required, which will be reviewed by the FSA data security team;
- Comply with security obligations equivalent to those imposed on the Controller (implementing a level of security for the personal data appropriate to the risk);

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

Dataset for analysis

9.4 The Agency requires a fully documented non-anonymised dataset which it can use for its own analysis and research purposes. We will also require sufficient documentation (including syntax of main and derived variables) to allow Agency analysts and external researchers to replicate analysis included in the outputs. The dataset will require encrypted identifiers for each record, with a separate file to link these to names and contact details – which would be held securely by the Agency. Tenderers must set out what documentation they would provide to accompany the dataset.

Re-contacting participants

9.5 The FSA may wish to use the sample for further research at a future date. Re-contact questions must be included into relevant documentation, and these questions must be phrased in such a way that participants are giving consent for the FSA, or its selected agent, to re-contact them for research purposes. Exact wording will be agreed between the FSA's project manager and the contractor on drafting of research materials.

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

Data security

- 9.7 In line with the Data Protection Act (DPA) 2018 and the EU's GDPR, any information collected, processed and transferred on behalf of the FSA (the Data Controller), and in particular personal information, must be held and transferred securely. Tenderers must provide assurances of compliance with the DPA and set out in their proposals details of the practices and systems they have in place for handling data securely, including transmission between the field and head office and then to the FSA. Contractors will have responsibility for ensuring that processing or handling of information by themselves, and any subcontractors on behalf of the FSA, are conducted securely.
- 9.8 Please confirm within the tender application that you have in place, or that you will have in place by contract award, the human and technical resources to perform the contract to ensure compliance with the GDPR, and to ensure the protection of the rights of data subjects.
- 9.9 Please provide details of the technical facilities and measures (including systems and processes) you have in place, or will have in place by contract award, to ensure compliance with the GDPR and to ensure the protection of the rights of data subjects. Your response should include, but should not be limited to facilities and measures:
- to ensure ongoing confidentiality, integrity, availability and resilience of processing systems and services;
 - to comply with the rights of data subjects in respect of receiving privacy information, and access, rectification, deletion and portability of personal data;
 - to ensure that any consent-based processing meets standards of active, informed consent, and that such consents are recorded and auditable;
 - to ensure legal safeguards are in place to legitimise transfers of personal data outside the EU (if such transfers will take place);
 - to maintain records of personal data processing activities; and
 - to regularly test, assess and evaluate the effectiveness of the above measures.

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

Data permissions and referencing

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

10. Ethics

10.1 Appropriate consents for this work will need to be obtained from participants. Tenderers are asked to identify any ethical concerns they envision for this project and detail how these issues would be addressed.

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

10.3 Tenderers may wish to refer to the ethical assurance guidance for social research in government to inform their response⁴.

11. Quality

11.1 All reporting must be of publishable standard. Reports are expected to have been proof read before submission to the FSA. Copies of the final report should be provided in MS Word and the datasets in SPSS and Excel.

11.2 All data from this work should be checked, cleaned and quality assured, in a format that can be analysed by the FSA.

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

⁴ Available here: <https://www.gov.uk/government/publications/ethical-assurance-guidance-for-social-research-in-government>

11.4 A quality plan should be included within the proposal, demonstrating internal quality assurance procedures and how the contractor will achieve high quality outputs to time and budget. It is desirable, not essential, for tenderers to hold ISO 9000 – Quality management⁵.

11.5 The tender also needs to demonstrate how modelling will comply with the quality assurance standards as per the Aqua Book: <https://www.gov.uk/government/publications/the-aqua-book-guidance-on-producing-quality-analysis-for-government>

12. Cost

12.1 The proposal must identify all anticipated costs of conducting the work, providing a cost breakdown of staff involvement and days dedicated to the project for each staff member, and all other associated overheads and expenses. Proposed costs should cover Work Packages 1 - 4.

12.2 Cost should be provided exclusive of VAT and should clearly state whether VAT will be charged.

12.3 Payments will be made against key milestones and a 20% retention will be held against delivery of the final report. A proposed payment schedule is required, please use the template provided.

3. CONTINUOUS IMPROVEMENT

In conjunction with the Client representative, the Supplier shall develop, maintain and improve performance and service with a view to enhancing the overall delivery of service. This may include but shall not be limited to review sessions (formal and informal).

⁵ More detail available here: http://www.iso.org/iso/home/standards/management-standards/iso_9000.htm

A. TENDER SUMMARY	
Please give a brief summary of the proposed work in no more than 400 words.	
<p>The aim of this project is twofold: establishing price differentials for food consumed by those with food hypersensitivities (FHs), and assessing all other associated financial costs of FHs.</p> <p>The focus will be on all individuals with food hypersensitivities, and we will split the analysis by the three main FH groups: those with food intolerances, food allergies, and coeliac disease. Where possible we will analyse by demographic and socioeconomic factors as well.</p> <p>Five work packages (WPs) as follows:</p> <p>WP1: we will conduct a systematic search of available literature and published statistics. We will identify research on consumption patterns for those with FHs, including identification of a representative basket of goods and approaches to price differentials.</p> <p>WP2: involves interviews to gather details on consumption patterns for individuals with FHs and an online survey on food consumed and costs incurred due to the FH (for both adults and parents of children with FHs). We will survey 1,154 individuals (to achieve 95% confidence / 5% margin of error which will provide a statistically powered comparison between the 3 FH groups)</p> <p>WP3: involves constructing typical baskets of goods for FH sufferers, by type of FH and other factors (e.g. demographic, socioeconomic) where possible, and comparing it to a counterfactual basket for non-FH sufferers to calculate the price differentials FH sufferers pay for food.</p> <p>WP4: involves quantifying other financial costs for FH sufferers: direct costs e.g. paying for utensils, indirect costs e.g. additional travel and non-financial economic costs e.g. time spent reading labels, multiplied by an appropriate valuation of time.</p> <p>WP5: involves development of a full report, a presentation of findings, shared and discussed with the FSA.</p> <p>Our team is led by the Economic Consulting team within RSM UK Consulting LLP, with significant experience in healthcare research, evaluation, data analysis and economics, and advised by Dr. Audrey Dunn Galvin and Dr. Alizon Draper, experts in food health. In addition Allergy UK, the Anaphylaxis Campaign and Coeliac UK have all agreed to work with us in administering the survey and collecting findings.</p>	
B. OBJECTIVES AND RELEVANCE OF THE PROPOSED WORK TO THE FSA TENDER	
OBJECTIVES	
Please detail how your proposed work can assist the agency in meeting it stated objectives and policy needs.. Please number the objectives and add a short description. Please add more lines as necessary.	
OBJECTIVE NUMBER	OBJECTIVE DESCRIPTION
1	<i>Objective: To examine, analyse and compare consumption trends of FH sufferers on restricted diets relative to that of non-sufferers on unrestrictive diets; subsequently evaluating and reporting on the price differential between them.</i>

	We will conduct a review of existing literature, interviews and an online survey to assess consumption patterns for individuals with FH. This will then be compared to consumption data for non-FH sufferers, and combined with price information into a model to assess price differentials.
2	<p><i>Objective: To map out and monetise all other associated financial (direct and indirect) costs FH sufferers are likely to incur to remain symptom free – such as purchasing specific kitchen utensils, travelling longer distances to access specific products, purchase of EpiPen etc.</i></p> <p>Drawing on our review of existing literature, interviews and an online survey we will identify all other financial costs pertaining to FH sufferers, measure the typical scale of these and match them to monetary valuations to understand the full picture of the financial cost of keeping healthy with a FH.</p>

2: DESCRIPTION OF APPROACH/SCOPE OF WORK

A. APPROACH/SCOPE OF WORK

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

Aim and scope of the project

Food hypersensitivities cover a range of conditions including food intolerances, food allergies and coeliac disease.⁶ Food hypersensitivity is divided into food allergy and non-allergic food hypersensitivity (e.g. intolerance). Food allergy is further subdivided into IgE-mediated food allergy and Non-IgE-mediated food allergy (coeliac). These groups (FA, FI and coeliac) will be considered individually, where possible, as well as comparisons made between primary and secondary outcomes and between those who are self- versus medically diagnosed. Although various studies have provided estimates of the economic costs of respiratory allergies, very little research has been conducted which focuses on the economic costs of food hypersensitivity to households and individuals. The aim of the

⁶ Johannsson SGO et al. (2004). Revised nomenclature for allergy for global use: Report of the Nomenclature Review Committee of the World Allergy Organization, October 2003. *J Allergy Clin Immunol* 113 (5), 832-836.

project is to estimate the economic and financial burden to individuals with food hypersensitivities (FHs) of remaining in a maintenance (i.e. symptom free) state. It will fit with separate FSA work on cost of illness / quality of life impacts to build up a full health economic picture.

This study will assess the direct, indirect and intangible cost of food hypersensitivity at the household level. The hypothesis is that families with food with hypersensitive family members incur higher direct and indirect cost on all items compared to households without food hypersensitive members. We are also interested in differences between groups: for example people with coeliac disease have access to (higher priced) 'free from' ranges, which those with food allergies do not. The results could be used to prioritise resources for development of new FHS management strategies and could help to inform legislation in this area.

We will make a distinction in the analysis between financial and economic burden. The financial burden in this case relates to expenditure by individuals on food and other goods and services such as train tickets or EpiPens, whether directly or indirectly due to their food hypersensitivity. Economic costs relate to non-monetary costs such as time spent researching ingredients, which carry an opportunity cost, i.e. could be spent on other things. These will be captured but clearly separated in the analysis. The project is comprised of five work packages (WPs), discussed in turn below.

Project Initiation Meeting and Finalisation of Detailed Project Plan

We will hold an initiation meeting with FSA at the outset of the project in May. This will be completed in line with Prince2 project management to discuss our draft methodology; how our advisors / partners alongside RSM can deliver a robust result; our risk mitigation plan and how we can deliver on time with regular reporting dates. We would wish to understand what key stakeholders FSA would wish to present findings to, and ensure if appropriate, that they are consulted on the methodology, if appropriate.

Justification: This stage is needed to ensure our draft approach either fully meets your needs or is amended to do so. It also ensures we can build a partnership approach with you and agree progress/ reporting dates as well as robust approaches to managing risks.

Output: the output from this stage will be a detailed project/ risk plan which has been agreed with you.

Work Package 1: Rapid evidence assessment

WP 1 will cover existing approaches to assessing a representative basket of goods for individuals with FHs, to collect existing information on techniques for assessing price differentials and to collect information on the financial and economic burden to those with FHs. This will include 3 elements:

1 (a) Review of recommended research (including FSA research) on food hypersensitivities and the costs of illness

We will start with by reviewing relevant research recommended to us by our expert advisors, as well as the FSA team (including that listed on the Reference List in the project

specification). This will include work on the cost of illness and psychosocial burden of food hypersensitivities and related on research on topics such as labelling of food products. An example of some research we are already aware of is given in 1 (b).

As well as feeding into the primary data collection and helping us gain an understanding of a representative basket of goods, this first review will help inform the more systematic search in 1b, and the questions asked in the survey in work package 2.

At this stage we would also discuss how results from this work will contribute to the development of the FSA Cost-of-Illness model for food hypersensitivities and how our research can help inform this.

1 (b) Review relevant published literature

We will also conduct a systematic search of the literature, as the main part of the rapid evidence review.

Search terms will include terms for food hypersensitivity, food allergy, food intolerance, coeliac, AND:

- terms for cost, financial cost, direct cost, indirect cost, OR
- living with a food hypersensitivity OR
- economic OR financial burden OR
- price OR price differentials OR
- basket of goods OR
- consumption

The search strategy and terms will be agreed with the FSA.

Databases to be used: Google Scholar; Web of Science; Scopus; Medline, Embase, IBSS, EconLit **and** Health Economic Evaluations Database (HEED).

Search criteria: we will focus on existing research that has examined the impact of food hypersensitivities (cost/ consumption patterns) or that looks at creating a representative basket of goods for price comparisons, with a focus on their methods and the results. Screening criteria will include English-language; within the last three years; and focused on the UK or similar countries (e.g. EU/OECD). Examples of recent research, and this list will be added to:

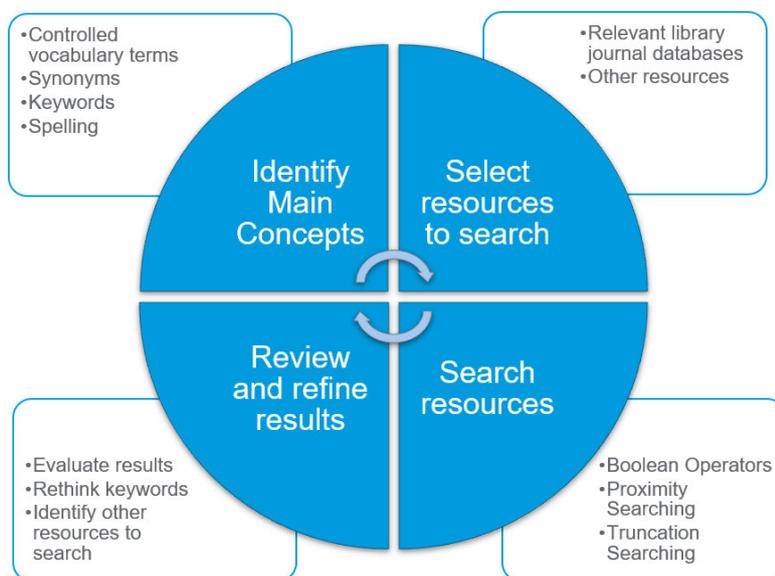
- Minaker, L. M., Elliott, S. J., & Clarke, A. (2014). Exploring low-income families' financial barriers to food allergy management and treatment. *Journal of allergy*, 2014
- DunnGalvin, A. (2019). The Impact of "Labelling" on the Beliefs, Attitudes and Behaviours of Consumers with Food Allergy: A Multilevel Perspective. *Health Claims and Food Labelling*, 22, 127
- DunnGalvin, A., Roberts, G., Regent, L., Austin, M., Kenna, F., Schnadt, S., ... & Taylor, S. (2019). Understanding how consumers with food allergies make decisions based on precautionary labelling. *Clinical & Experimental Allergy*, 49(11), 1446-1454.

- DunnGalvin, A. Blümchen, K, Timmermans, F., Regent, L., Schadt, S., Podesta, . . . Fisher, H. (2020) APPEAL-1: A pan-multiple country European study assessing the psychosocial impact of peanut allergy. *Allergy* (in press)
- DunnGalvin, A, Gallop, K, Acaster, S., Timmermans, F., Regent, L., Schnadt, S., . . . Vereda, A. (2020) APPEAL-2: a pan-European qualitative study to explore the burden of peanut-allergic children, teenagers and their caregivers. *Allergy* (in press)
- Begen, F., Barnett, J., Payne, R., Gowland, M. H., DunnGalvin, A., & Lucas, J. S. (2018). Eating out with a food allergy in the UK: Change in the eating out practices of consumers with food allergy following introduction of allergen information legislation. *Clinical and Experimental Allergy*, 43(3), 317–324.
<https://doi.org/10.1111/cea.13072>
- Voordouw, J., Fox, M., Cornelisse-Vermaat, J., Antonides, G., Mugford, M. and Frewer, L., 2010. Household costs associated with food allergy: an exploratory study. *British Food Journal*, 112(11), pp.1205-1215
- Work by Alastair Gray on “the humanistic and economic burden of coeliac disease in the UK”

Process: once the formal search has taken place, we will screen all abstracts against the criteria, and for those included gather the full texts.

Grey literature will also be sourced from Google searches and via the websites of relevant bodies, e.g. allergy charities, food industry groups, and this will be fed in alongside the results of the review of recommended literature. One area to consider in this case is existing market research on ‘free from’ food consumption.

We will then review all included full texts and extract relevant insights. This means looking at approaches to constructing a representative basket of goods to enable price differential calculations, as well as gathering existing work on the financial burden of food hypersensitivities. We will summarise these findings, including the strengths and limitations of the reviewed papers, in a report at the end of work package 1.

Figure 1: Literature Search Cycle:

1 (c) Statistics on typical food consumption patterns

We will assemble published statistics / datasets on typical food consumption patterns to inform the development of price differentials versus a counterfactual in work package 3. Datasets to be reviewed include:

- Department for Environment, Food & Rural Affairs - Family food statistics (annual statistics about food and drink purchases in the UK)
- Food Standards Agency – Food and You Survey (provides data about the prevalence of different attitudes, reported behaviour and knowledge about ways in which food is purchased, stored, prepared and eaten. Wave 4 (2014) of Food and You included new questions to cover affordability of food, choice, security and sustainability)
- Office for National Statistics - Living Costs and Food Survey (collects information on spending patterns and the cost of living that reflects household budgets)
- Office for National Statistics - Family Spending in the UK survey
- IMF International Financial Statistics, 1920-2020 (includes market prices of food)
- The Living Costs and Food Survey (LCF) collects information on spending patterns and the cost of living that reflect household budgets. It is conducted throughout the year, across the whole of the UK, and is the most significant survey on household spending in the UK. The survey provides essential information for key social and economic measures, such as: household spending patterns for the consumer prices index and for GDP figures; detailed information on food consumption and nutrition for the Department for Environment, Food and Rural Affairs (Defra). It is also an important source of economic and social data for a range of government and other research agencies.

Findings from this stage will also feed into the overall report at the end of work package 1.

Justification: This work is needed in order to ensure we determine the main approaches that have been utilised in the past for identifying baskets of goods for sufferers and non-sufferers of FH (or similar conditions); including methodologies for assessing the price differentials between restricted and unrestricted dietary requirements (or similar conditions). We will comment on the limitations and strengths underpinning the methodologies. We will also review evidence on other financial burdens associated to the maintenance state (to inform research objective 2, covered in work package 4)

Output: the output of WP1 will be a draft report on findings from the rapid evidence assessment. ***Upon completion of this work package, work will stop, and continuation will be subject to written confirmation from the Client.***

Work Package 2: Primary research

Work package 2 will involve:

Skype/ Phone Interviews with a sample of people with the allergies in order to help frame the questions for the online quantitative survey and ensure that the items elicit the full burden experienced by households with FH.

An online survey (with food diary component) – to obtain feedback on individuals' day-to-day management of food allergies, coeliac disease and food intolerances. The survey will be informed by the rapid evidence review, peer reviewed by Dr. Audrey DunnGalvin and Dr. Alizon Draper, and agreed with the FSA.

The survey will be distributed by our research partners Allergy UK, the Anaphylaxis Campaign and Coeliac UK, to ensure representative and robust coverage of each group.

2 (a) Interviews & qualitative research

Ideally we would have completed 6 focus groups (two for each food hypersensitivity group (considering differing factors such as socioeconomic status), with approximately 5 attendees per group) to inform the content of the survey, but given Covid-19, this is not realistic for the foreseeable future. Instead we recommend that we conduct approximately 15- 30 Skype or telephone interviews with individuals. The discussion guide will include questions on individuals' consumption habits and accommodations they have had to make as a result of their food hypersensitivity. We will focus on identifying areas of burden not covered in the draft survey in order to make additions or changes. We will work with Allergy UK, the Anaphylaxis Campaign and Coeliac UK, our partners for this stage of the work, to arrange the interviews and with a broad spectrum of groups .

2 (b) Online Survey/ Food Diaries

Survey Design: The survey will be designed for both adults with FHs and parents of children with FHs; it would be agreed with the FSA however indicative questions are outlined below.

This stage will consist of two elements. The first is an online survey which will collect retrospective information on the individual and their consumption patterns, as shown in the indicative questions below. Respondents will then be asked if they are willing to fill out a food diary over the next week, and if they answer yes will be provided with a diary template to complete and send back to us. There will be incentives (prize draws) for completing the survey and diary template (to be agreed with the FSA). This aims to ensure reasonable number of participants will provide the additional information, which will help build a more accurate profile of a typical basket of goods for work package 3.

Indicative Survey Questions- although in designing it we will ensure it is short and concise to maximise completion rates.

Note: the survey will begin with a privacy notice detailing why we are collecting this information, what we do with the it and the respondent's rights

Background information

- **Profile:** age / gender / ethnicity / highest educational attainment / employment status / region
- **Are they are parent or guardian of a child with a food allergy, coeliac disease or food intolerance**
- **Type (and number) of hypersensitivities (food allergies, coeliac disease and / or food intolerances) + if this has been medically diagnosed**
- **When diagnosed (time since diagnosis⁷) / by whom / by what method / AAI prescription**
- **Type of allergy [include options for the 13 most common allergens] / multiple allergies**
- **Most severe symptom / what happened (e.g. hospital / how long ago)**
- **Co-morbidity (asthma, eczema etc.)**

Behaviours

- **Consumption patterns [goods purchased by food allergy, food intolerance and coeliac disease sufferers] – retrospective and followed up with a food diary. This will include foods avoided because of condition as well as foods consumed. Scope will include eating at home and eating out at restaurants, cafes etc.**

- Shopping patterns / cooking patterns – homemade vs processed. Time spent. Usage of specialist shops (e.g. main shop at a regular supermarket topped up at specialist shops) and online shopping
- Reading labels –time spent

Questions on:

- travel costs: do you need to travel to specific supermarkets to buy certain products due to your condition? If yes, does this incur an additional cost? Please specify the additional cost on average per year
- time costs: how much time do you spend planning for food consumption? How much time do you spend managing your/your child's condition? How much time off school or work do you have to take in a typical year?
- nutritional complements: do you take any nutritional supplements to compensate for your dietary restriction? If yes please specify approx. annual costs
- cost of specific training/education: do you attend / receive any additional training or education to help manage your condition? Are you a member of a patient charity? If yes, is this at a cost to you? If yes please specify approx. cost per year
- cost of over the counter treatment: do you use any over the counter treatments to help manage your condition? If yes, please specify which treatments and approx. cost per year
- cost of counselling/psychologists: do you see any health professionals to help manage your condition? If yes, please specify which and approx. cost per year
- costs to others: are you aware of significant impacts on others e.g. family members' shopping or reducing working hours
- other dietary preference: are you vegan, vegetarian, halal, kosher etc.?

Contact details

- Name / email address / phone number
- Consent to be re-contacted by FSA [wording would be agreed with the FSA]

⁷ Those who have been diagnosed longer will have become more adept at knowing where to shop and which foods to buy etc. which may take them less time and possibly at less cost

Piloting: We will perform cognitive testing with 12 individuals (4 per hypersensitivity category) to test the survey and refine the questions.

Identification and sourcing of a relevant sampling frame

We will survey 1,154 individuals and the table below details the target sample size for each group based on 95% confidence / 5% margin of error to provide a statistically powered comparison between groups:

Sampling Frame

Type of food hypersensitivity	Total population	95% confident / 5% margin of error sample
Food allergies	2 million ⁸	385
Coeliac disease	600,000 ⁹	384
Food intolerances	Approximately 7 million ¹⁰	385

Responses will be stratified by a number of relevant characteristics including age, gender, ethnicity, socioeconomic group, type of food hypersensitivity, diagnosis type and co-morbidities. An important distinction will be responses from adults with a FH versus parents of children with a FH.

We will work with our partner organisations for each hypersensitivity group, specifically:

Type of food hypersensitivity	Representative group
Food allergies	Allergy UK, Anaphylaxis Campaign
Coeliac disease	Coeliac UK
Food intolerances	Allergy UK, Anaphylaxis Campaign, Coeliac UK (<i>note: it is possible individuals may be listed on more than one database and therefore receive the survey more than once. They will be asked if they have taken part in the study previously and in which case they can be excluded</i>)

⁸ FSA (2017) Food Allergy and Intolerance Programme

⁹ FSA (2017) Food Allergy and Intolerance Programme

¹⁰ Statista. YouGov survey, Do you suffer from any food allergies or intolerances? Available at <https://www.statista.com/statistics/663574/food-allergies-and-intolerances-united-kingdom-uk/>

We have agreed with Allergy UK, the Anaphylaxis Campaign and Coeliac UK to distribute our survey via their membership databases as well as including the link on their respective webpages. In total they have c. 100,000 members which equates to an overall 1 - 2% response rate, which in our experience (and that of the members organisations) is achievable.

RSM will provide each organisation with the agreed survey questions to include on their survey platform and work with each to review response rates (overall and by groups of interest) on a weekly basis, agreeing actions for any targeted follow-up required and reminders.

Allergy UK, the Anaphylaxis Campaign and Coeliac UK will send RSM the anonymised responses and will provide the FSA with:

- a fully documented non-anonymised dataset which can use for further analysis and research purpose
- sufficient documentation (including syntax of main and derived variables) to allow Agency analysts and external researchers to replicate analysis included in the outputs
- a dataset with encrypted identifiers for each record, with a separate file to link these to names and contact details

Strategies for obtaining a fully representative sample

We will:

- work with our partner organisations and any other membership groups to distribute the survey to each of the target groups
- monitor response rates through Smart Survey and provide feedback to our partners on any gaps in our sample
- devise social media campaigns to target any groups not represented - e.g younger age groups etc.
- draft communications that highlight the importance of this research to potential respondents
- reassure respondents as to the confidentiality of any information they provide
- offer prize draws for those who provide their details at the end of the survey to be part of the food diary research (three £100 vouchers – to be agreed with the FSA)

The pros and cons of this approach are outlined below:

Pros	Cons
<p>Individuals will be contacted by organisations they are aware of or already being supported by, increasing the likely response rate</p>	<p>Individual databases of responses will be held by each organisation that will require compilation. We will ensure all are recording responses in the same format provided by us to streamline collation.</p>

<p>The survey will be targeted at the 3 key groups of interest for this research</p>	<p>It is possible individuals may be listed on more than one database and therefore receive the survey more than once. They will be asked if they have taken part in the study previously and in which case they can be excluded.</p>
<p>Will mean robust adherence to basis for processing / consent requirements</p>	<p>Results will be based on the self-reported information of respondents.</p>
<p>An online approach allows respondents to complete the survey at a time most suitable for them and has resulted in high response rates in other FSA research (for example: research on the preferences of those with food allergies and/or intolerances when eating out (874 responded to the pre-legislation survey¹¹; and research on young people and food allergies / intolerances¹² received responses from 2,599 young people aged 16-24 in the UK via an online platform)</p>	<p>Individuals who are on the membership databases of representative organisations may be more informed as they will have received regular communications etc. However we will aim to gather responses from social media and other public channels as well, to help mitigate this – and can track this through the use of different survey links.</p>

Challenges and mitigation

More detail on challenges and mitigating actions for this process, and the project as a whole, can be found in the project management section of this proposal.

Statistical analysis

We will develop a Statistical Analysis Plan at the outset. This will include information on the aims of the research; the study design; the data being collected and the statistical analysis techniques that will be used to answer the project objectives. This will be agreed with FSA and our advisors.

In the analysis stage, we will combine results to determine the most common consumption patterns for those with food intolerances, allergies, and coeliac disease, i.e. the ‘basket of goods’ consumed. Chi-square tests will be performed to identify any differences in the data focussing on breakdowns by age, condition, region and status as well as differences between groups:

- Allergy (only)
- Coeliac (only)

¹¹ FSA (2017) The preferences of those with food allergies and/or intolerances when eating out

¹² FSA (2018) Young people and food allergies / intolerances

- Food Intolerance (only)¹³
- Coeliac and Food Intolerance

Output: a report summarising the findings from the survey and qualitative research, including conclusions on consumption patterns amongst those with food hypersensitivities, and recommendations as to what level of detail is feasible for work packages 3 and 4 (we understand FSA wish to validate this with key stakeholders and we are prepared to get in touch with subject matter experts through our advisors and partner organisations if helpful).

Work package 3: Establishing price differentials

Work package 3 will establish price differentials for food consumption of FH sufferers compared to non-sufferers, building on the statistical analysis in work package 2. A model will be created that allows users to select various characteristics: e.g. each type of food hypersensitivity, age, time since diagnosis, and view price differentials for each.

3 (a) Establishing the price of representative FH ‘Baskets of Goods’

The representative baskets of goods for those with FH will be informed by the cross-sectional survey and the rapid evidence review, including statistics on typical food consumption patterns.

The aim will be to construct, for each main FH group (food intolerances, food allergies and coeliac), a typical weekly shop in terms of the type and brand of foods typically bought, as well as restaurant meals ordered. We will vary this where possible by on age, gender, income, type of intolerance or allergy and other relevant factors, from the information collected in work packages 1 and 2. (For example, for those with coeliac disease, consumption of ‘free from’ alternatives to common foods may vary by socioeconomic level.)

We will combine the details on the basket of goods with price information from supermarket and restaurant websites and calculate the overall expected expenditure.

The FH basket of goods will be validated with our expert advisors (Dr. Audrey DunnGalvin and Dr. Alizon Draper) using their knowledge from working with sufferers of FH.

3 (b) Establishing a Counterfactual

This stage will assess the counterfactual, i.e. how FH sufferers would consume without their food hypersensitivity, best proxied by general consumption trends (see work package 1 (c)).

We will construct a comparator basket of goods based on typical household consumption patterns (broken down by demographic and socio-economic factors where possible), including home cooked and restaurant meals.

¹³ We understand many individuals will not have a food intolerance diagnosis however we will seek to identify them via the survey

Comparing this to the FH baskets of goods will show the direct substitution (e.g. non-gluten free bread for gluten free bread) and indirect substitution (e.g. switching to rice dishes rather than pasta dishes) that occurs with FH.

We will take care, in collaboration with our expert advisors, to ensure that the comparator basket matches up to the FH basket, i.e. represents consumption per same size household over a same period of time, and is matched by age, income level and other variables.

Once this basket has been assessed we will cost it, as with the FH baskets. This will involve collecting product information from supermarket websites for the bundle of goods identified. Comparing this to the FH baskets will give the overall price differential for each sub-group, the main output of the analysis.

3 (c) Analysis

Data will be aggregated to provide overall insights on the price differentials per type of food intolerance, based on the average extra paid. We will draw inferences on factors such as the extra paid by those with more severe allergies, or less common allergies. Analysis to be completed includes:

- Data will be weighted to adjust for potential sampling and response bias across key characteristics (e.g. age, gender, ethnicity, IMD quintile/socioeconomic cohort)
- Sensitivity analysis will be performed to develop confidence intervals around cost estimates
- Continuous data will be assessed for normality. Non-parametric statistical tests will be used to examine differences in the cost of FH foods across all retailed categories
- We will use R for statistical analysis, with outputs and further analysis that feeds the report in Excel format – all can be made available to the project (and R available for free)
- The ‘profiling’ of different groups through modelling. For example, any association between a condition, behaviours, time since diagnosis and costs incurred
- All data and outputs will be checked, cleaned and quality assured

Output: a draft report detailing key findings, limitations, caveats and interpretation of the results. This will cover the baskets of goods for each FH type, any further breakdown, the cost versus the counterfactual basket and the overarching price differential. All calculations will also be provided.

Work Package 4: Additional costs

Work Package 4 will quantify the additional costs (direct and indirect, financial and economic) incurred by those with food hypersensitivities. These will be identified based on the work done in work packages 1 and 2 and quantified and included in the full analysis at this stage.

As with work package 3, we will compare not only against the counterfactual (people with no FH) but also across the different key groups: different types of FH as well as children

versus adults, self-diagnosed versus medically diagnosed, condition, behaviours, and time since diagnosis, resulting in cost profiles according to these characteristics.

Some examples of costs that fall into each category are given below:

Direct, financial costs	<ul style="list-style-type: none"> • Paying extra for food (covered in work package 3) • Nutritional supplements • Over the counter medication • Training/education materials • Equipment e.g. EpiPens, specific utensils
Indirect, financial costs	<ul style="list-style-type: none"> • Travel costs (e.g. travelling further to get to bigger supermarkets) • Lost income from looking after children
Economic costs	<ul style="list-style-type: none"> • Time cost of travel • Time cost of reading labels & planning meals

These will be costed using established methods within health economics. For example:

- Costs of over the counter medication will be sourced from pharmacy websites
- Productivity impacts and general time costs will be valued according to average wage data (wage data is the generally accepted method for valuing time on the basis it represents the amount individuals sacrifice leisure time for. To avoid equity issues around valuing the time of those in different types of employment over others, we will use an average wage value and apply this to all time costs)
- Travel costs will be based on ONS data on family spending

Output: all results will be validated with Dr. Audrey DunnGalvin, Dr. Alizon Draper and the FSA.

Work Package 5: Presentations, Draft and Final Reports

Draft report: We will write up a full methodology and findings in an overarching final report, complete with an executive summary and project summary in the 1:3:25 format. Our appendices will detail how to replicate the analysis. We will allow sufficient time for the FSA to comment on the draft report (in three instances) and for comments to be addressed.

Suggested Section headings for the report include:

- Section 1: Executive summary
- Section 2: Introduction & background & Methodology
- Section 3: Findings from the rapid evidence review
- Section 4: Findings from primary research
- Section 5: The FH baskets of goods
- Section 6: Price differentials
- Section 7: Other financial costs
- Section 8: Conclusions

Appendices including technical report and full literature review findings

Alongside the report, we will put together and present a slide set summarising the results. As mentioned, information on respondents from work package 2 will be passed on to the FSA by our partner organisations. We will also arrange a handover meeting to ensure all analysis files (in Excel and R) are passed on with clear instructions on how to use them.

B. INNOVATION

A. Please provide details of any aspect of the proposed work which are considered innovative in design and/or application?.

Our proposed work includes a number of innovative approaches in design / application including:

- **Co-design with FH sufferers** - we will complete scoping research with individuals who have FH to identify elements of consumption that may not have been found via the rapid literature review. This will ensure that the surveys are designed to include references / options for items that are relevant to the current, everyday lives of individuals and to identify all costs associated with managing hypersensitivities.
- **Recruitment methods** - through social media recruitment and partnership with well-known patient organisations, we will recruit individuals with FH who may not typically respond to this kind of research, providing a broader view beyond well-informed and engaged patients. For example via website platforms, electronic newsletters, online magazine and social media networks. One of the criticisms of some existing research is that much of it has focused on patient groups and this has skewed results. They are more likely to be more highly educated, health literate and more compliant with avoidance etc. We are reaching out beyond these groups to ensure, by working closely with our partners to reach a representative sample.
- **Food diaries**– we will ask survey respondents if they would be willing to complete a food diary over a one week period and enter it online. This will facilitate the collection of the most up to date information as we anticipate it would be easier for individuals to estimate their more recent activities (however the survey will help to identify more general patterns, for example are people completing a main shop with “top ups” at more specialist shops etc.) The food diary will also be used to help develop mini case studies and were possible visualisations of ‘typical’ weekly routines and consumption patterns.

3: THE PROJECT PLAN AND DELIVERABLES

B. THE PLAN

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

Project Plan

Objective 1, Task A. Rapid Evidence Assessment (REA) on the approaches to the basket of goods for FH sufferers and price differentials, and existing work on financial burden

1. Project initiation meeting

2. Review recommended research
3. Develop search strategy
4. Conduct searches including grey literature search and searches for statistical data
5. Screen abstracts
6. Screen full texts
7. Data extraction & citation chasing
8. Report on findings

Objective 1, Task B. Primary research on consumption patterns

1. Interviews & qualitative research
2. Develop survey questions
3. Validate survey questions
4. Publish survey & collect responses
5. Identify & target additional respondents as required
6. Statistical analysis on survey responses
7. Report on findings
8. Contract break point/feasibility decision

Objective 1, Task C. Derive price differentials

1. Develop basket of goods based on REA and primary research outputs + additional searching as required
2. Collect pricing data
3. Analysis including sensitivity analysis and other robustness checks
4. Quality assurance & validation
5. Report on findings

Objective 2, Task A. Map out and monetise all other financial costs (drawing on 1A & 1B)

1. Assess categories of other financial burden from REA and primary research outputs + additional searching as required
2. Gather unit cost data
3. Analysis including sensitivity analysis and other robustness checks
4. Quality assurance & validation
5. Report on findings

Both objectives. Final report & presentation

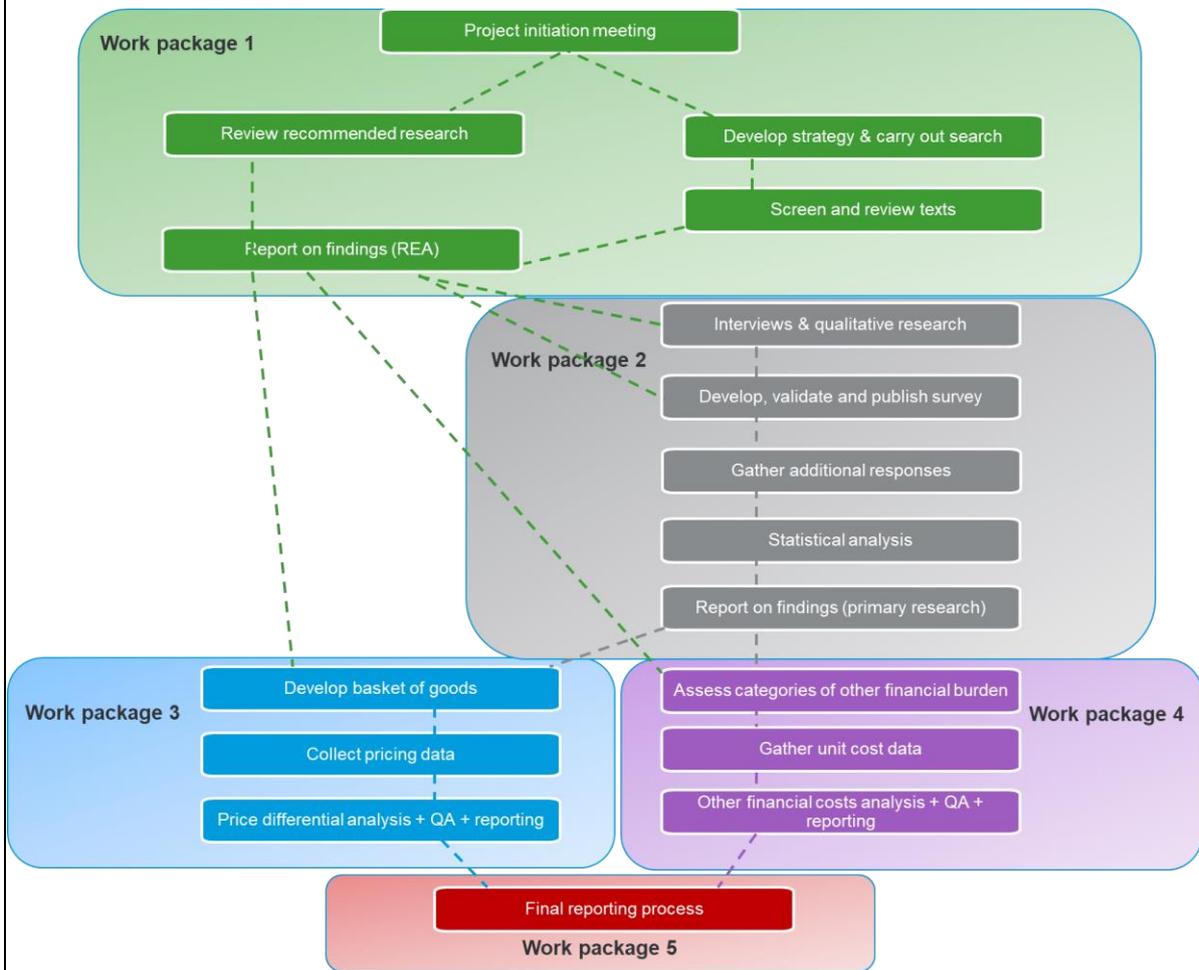
1. Draft report
2. First round of comments from FSA

3. Redraft 1
4. Second round of comments from FSA
5. Redraft 2
6. Peer review & final comments
7. Final report

Please also see our gantt chart timetable attached separately.

Flow Chart

An illustration of the five work packages, each of their sub-tasks and the dependencies between them is illustrated below:



C. DELIVERABLES

Please outline the proposed project milestones and deliverables. Please provide a timetable of key dates or significant events for the project (for example fieldwork dates, dates for provision of research materials, draft and final reporting). Deliverables must be linked to the objectives.

For larger or more complex projects please insert as many deliverables /milestones as required.

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Each deliverable should be:
 i. no more 100 characters in length
 ii. self-explanatory
 iii. cross referenced with objective numbers i.e. deliverables for Objective 1 01/01, 01/02
 Objective 2 02/01, 02/02 etc

Please insert additional rows to the table below as required.

A final deliverable pertaining to a retention fee of 20 % of the total value of the proposed work will automatically be calculated on the financial template.

DELIVERABLE NUMBER OR MILESTONE IN ORDER OF EXPECTED ACHIEVEMENT	TARGET DATE	TITLE OF DELIVERABLE OR MILESTONE
Objective 1 / Deliverable 1	11/09/2020	Draft report on findings from a rapid evidence assessment on the financial burden of restricted diets for individuals with food hypersensitivities
Objective 1/ Deliverable 2	06/11/2020	Non-anonymised data on survey respondents
Objective 1/ Deliverable 3	11/12/2020	Draft report on findings from primary research on consumption patterns for individuals with food hypersensitivities
Objective 1/ Deliverable 4	11/12/2020	Anonymised data and statistical analysis from primary research on FH sufferers
Objective 1/ Deliverable 5	22/01/2021	Draft report on price differential calculations (plus accompanying model)
Objective 2/ Deliverable 1	22/01/2021	Draft report on other financial costs to individuals with FHs (plus accompany model)
Objectives 1&2 / Deliverable 1	12/03/2021	Final report on price differentials and financial burden to individuals with FHs
Objectives 1&2 / Deliverable 2	12/03/2021	Presentation on key findings
Objectives 1&2 / Deliverable 3	12/03/2021	All accompanying data and analyses

Please also see our gantt chart timetable attached separately.

	[REDACTED]
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Example Three: Food and You Survey

[REDACTED]	[REDACTED]

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

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

Organisation	Staff
[REDACTED]	[REDACTED]

[REDACTED]

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

[REDACTED]

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

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Named staff members, details of specialism and expertise.

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

[REDACTED]

[REDACTED]

[REDACTED]

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

[REDACTED]

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

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[Redacted text block]

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C. STAFF EFFORT

In the table below, please detail the staff time to be spent on the project (for every person named in section above) and their role in delivering the proposal. If new staff will be hired in order to deliver the project please include their grade, name and the staff effort required.

the duration. As this project will be a priority we can also redeploy staff from other projects or re-allocate tasks from one team member to another if necessary to ensure deadlines are met. We will keep the FSA fully informed if any additional staff are brought into the project team, and there will be no budget implications if we do involve extra staff for the work.

Weekly Tasks: the project manager (Rory Tierney) will have weekly meetings on Monday with the RSM team to discuss the tasks to be completed weekly. Rory will report to Jenny Irwin each Friday on progress, any variances and actions being taken to resolve these.

Contingency: in the unlikely event that any of our team members are unavailable to work as planned we can provide robust contingency cover from our team of 35 staff to ensure the project is delivered on time. Contingency resources are at the same or a more senior level as the existing resources

Management of subcontractors: in this project Dr Audrey Dunn Galvin; Dr Alizon Draper; Allergy UK; the Anaphylaxis Campaign and Coeliac UK will be our subcontractors. RSM has an established process for managing subcontractors, involving a subcontracting agreement setting out their roles, responsibilities, deliverables and fees and ensuring compliance with any follow down clauses in the main contract. These contracts mirror what is in this proposal. Fortnightly calls are held with subcontractors and Jenny / Rory to (a) update them on RSM progress with our tasks and (b) review their progress. Jenny Irwin (Contract Manager) signs off on their work before issuing payments.

Quality Assurance

RSM QA processes and files are independently audited on a regular basis by the RSM Quality Assurance team (see our response to Q7: Quality Management). In addition, 'Voice of the Client' interviews are completed by an independent client experience (CE) team to obtain independent feedback on our work (with any areas of action addressed) to ensure we are fully meeting the needs of our clients.

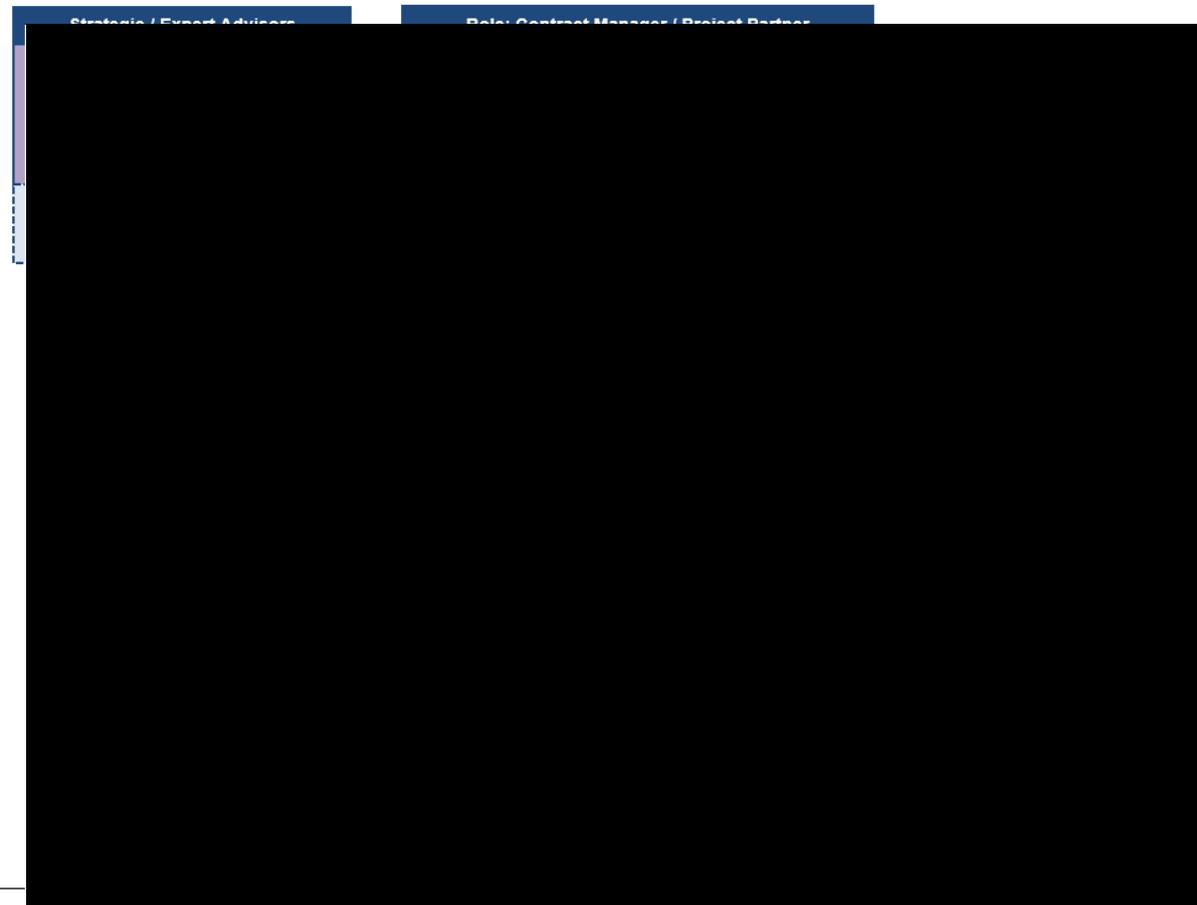
In addition to the quality assurance processes noted in question 7; RSM has the following QA procedures in place for specific outputs to the FSA:

[REDACTED]

[Redacted text block]

Organisation Structure

Our team structure is outlined below:



6. RISK MANAGEMENT

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

Identified risk	Likelihood of risk (high, medium, low)	Impact of Risk (high, medium, low)	Risk management strategy
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Covid-19 impacting our ability to deliver	Med	Med	RSM contingency planning has been in place for a number of weeks. All staff are home working and we are monitoring official advice and are taking all precautions that we can to continue business operations. Our full team have access to laptops / skype / zoom and other tools to complete research. We have developed a methodology that can be implemented in this environment.
Rapid Evidence Review: limited existing research on the main approaches used for identifying the basket of goods for sufferers and non-sufferers of FH	Low	Low	We have a variety of methods to identify potential sources including desk research and our expert advisors (Dr Dunn Galvin and Dr Draper, both of whom have completed research widely in this area).

Data collection delayed by failure to agree questionnaire and sample design	Low	Medium	We have identified this a priority Involved our partners in the design of the questionnaire Swift turnaround by RSM on receipt of feedback from the FSA to drafts We have developed a draft sampling frame
Difficulties in the recruitment of individuals with food hypersensitivities to be involved in the research and ensuring the heterogeneity of the participants (including different socioeconomic backgrounds, age profiles etc).	Medium	High	We will work with Allergy UK; the Anaphylaxis Campaign and Coeliac UK to distribute the survey to their membership base. We will also: utilise the networks of our expert advisors to supplement recruitment if necessary. utilise social media platforms to ensure we capture feedback from younger age groups reassure respondents as to the confidentiality of any information they provide We will monitor the profile of responses on a weekly basis and target those groups which appear under-represented.
Not being able to properly categorise different respondents on FA, FI, coeliac	Low	Medium	We will utilise methods relating to diagnosis, symptoms reported (and prescribed medicines) successfully used in other research studies in food

			allergy (e.g. iFAAM) to distinguish between disease states (i.e. diagnosed by; diagnosed how; prescribed medicines / treatments and symptoms)
Need to differentiate between those with a medical diagnosis and those with a self-diagnosis (e.g. Coeliac UK some of their members might have coeliac disease however do not have a diagnosis and could be hard to reach those with the gluten intolerance. Could be more people who are intolerant than allergic.	Low	Medium	We will utilise methods relating to diagnosis, symptoms reported (and prescribed medicines) successfully used in other research studies in food allergy (e.g. iFAAM) to distinguish between disease states (i.e. diagnosed by; diagnosed how; prescribed medicines / treatments and symptoms)
Questions not delivering on the FSA research objectives	Low	High	Questions will be tested and agreed with the FSA prior to fieldwork commencing and detailed in the research plan.
There are a number of surveys already happening with this group as well as other research by the FSA and there is a risk of survey fatigue	Medium	Medium	We will carefully review other studies methods and measures to ensure that we do not overlap / repeat unnecessarily.
Underestimation of the time required to deliver this work	Low	Medium	Time to deliver this project has been carefully calculated and RSM has extensive experience of completing large scale survey and evaluation work on time and to budget (see response to Q4: Organisational experience, expertise and staff effort). In addition, Dr Dunn Galvin has extensive experience of delivering on time / to budget, for example work packages that she led in the EuroPrevall, iFAAM studies, and studies on which she has been PI, as well as numerous taskforces
Personal data not being held or transferred security	Low	High	We have designed our methodology to ensure that personal data is not transferred unnecessarily by working with Allergy UK; the Anaphylaxis Campaign and Coeliac UK to distribute and manage the survey responses. RSM will only receive anonymised data for analysis. Once received, this will be stored in a password protected excel

			<p>file within an access-controlled folder in our system.</p> <p>As a result, personal data will only be transferred once (to the FSA at the end of the project as per the specification).</p> <p>RSM is accredited to ISO 27001, the international Information Security Management Standard.</p>
Lack of ongoing monitoring / information provided to the FSA to advise on progress	Low	Medium	We will provide fortnightly progress reports detailing our progress against the project plan. We will work iteratively and formatively to respond to comments and feedback on the work package deliverables.
Availability of RSM resource	Low	Low	<p>Resources are allocated and protected in our internal resource planning system, in line with our project plan and timetable.</p> <p>We have contingency resources (35 staff) in place should one of our team become unavailable (e.g due to illness).</p>
Availability of RSM's academic / expert advisors	Low	Medium	We have a formal subcontracting arrangement in place with partner organisations and will monitor their time and availability as part of our contract management.
Reporting findings honestly and fully	Low	High	RSM have established quality assurance procedures in place, supporting our experienced researchers to report findings openly, honestly, and fully. Where issues are identified (e.g differing views expressed by stakeholders, or controversial issues come to light) we will highlight and escalate our early findings to your team for discussion prior to full reporting. These issues can then be verified and explored in further detail as required.
Changes in personnel	Low	Medium	If there are any personnel changes within our partner organisation, we will brief the new personnel about the ongoing work. If RSM staff changes occur, we will agree resources at the same level.

7. QUALITY MANAGEMENT

A. QUALITY MANAGEMENT

Please provide details of the measures that will be taken to manage and assure the quality of work. You should upload your Quality Assurance policy in the supporting documents section of your application.

This should include information on the quality assurance (QA) systems, , which have been implemented or are planned, and should be appropriate to the work concerned. All QA systems and procedures should be clear and auditable, and may include compliance with internationally accepted quality standards specified in the ITT e.g. ISO 9001 and ISO17025.

Specific to science projects and where relevant, applicants must indicate whether they would comply with the [Joint Code of Practice for Research](#) (JCoPR). If applicants do not already fully comply with the JCoPR please provide a statement to this effect to provide an explanation of how these requirements will be met. The FSA reserves the right to audit projects against the code and other quality standards

The lead principle investigator is responsible for all work carried out in the project; (including work supplied by sub-contractors) and should therefore ensure that the project is carried out in accordance with the Joint Code of Practice

Quality assurance (QA) systems

We operate a quality management system (QMS) that is ISO 9001:2015 compliant certified by ISOQAR, a United Kingdom Accreditation Service (UKAS) accredited certification body.¹⁶

Our quality plan with internal quality assurance procedures / minimum standards is outlined below, which ensures we can achieve high quality outputs to time and budget:

1. Management controls:

[Redacted content]

¹⁶ As ISO17025 relates to testing and calibration we understand it would not be relevant for this research

4. Independent Scrutiny: Our academic advisors (Dr Audrey Dunn Galvin and Dr Alison Draper) will provide written feedback on the draft research tools (e.g. focus group guides / online survey), desk research (e.g. literature review) and key output documents (draft findings and reports etc.)

RSM maintains business continuity plans and all personnel involved in delivering this project will have a client induction covering your specific requirements for quality control/assurance, project/programme management and reporting. All reporting will be of publishable standard; proofread before submission to the FSA and all data will be checked, cleaned and quality assured in a format that can be analysed by the FSA.

Our modelling will comply with the quality assurance standards as per the Aqua Book.¹⁷ RSM regularly produce quality analysis for government, which is built into our project best practices throughout the life cycle of our analysis and in line with national guidance (including The Aqua book). We would ensure that the analytical quality assurance effort is proportionate in response to the risks we have identified at this stage and at project initiation. Our approach includes regular verification and validation with stakeholders to build a shared understanding about the purpose and any limitations of the analysis, and ensure the modelling is appropriate and fit for purpose for the research goals. Uncertainty will be quantified through estimates of variance and managed where possible as part of the statistical analysis. The analytical modelling will have an SRO associated with it (Steve Hodgson) who will take responsibility for the model throughout its life cycle and sign-off that it is fit-for-purpose prior to use.

Please see our Quality Assurance policy uploaded separately.

Joint Code of Practice for Research (JCOPR)

We confirm that we are aware of the requirements of the Joint Code of Practice and, in the proposed project, will ensure compliance with each of the following headings (where relevant):

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

¹⁷ HM Treasury (2015) The Aqua Book: guidance on producing quality analysis for government

robust methodology (see response to Q2: description of approach / scope of work) that has been designed to meet the research objectives. Our findings will be presented in a clear and accessible way. To protect against any possible bias survey / interview analysis will be conducted by two researchers to ensure rigour.

Principle 2: Participation based on valid informed consent – all participants will be asked for their consent to take part in the research (i.e. before participating in the focus groups or completing the online survey – they will not be able to complete this until consent has been given). A privacy notice¹⁹ will be provided which will clearly state that participation is voluntary and that they have the right to refuse to answer individual questions or to withdraw from the research process at any point. Individuals will be given sufficient information to make an informed decision on their participation. All analysis will be completed in a way that is consistent with the privacy notice and consent given.

Principle 3: Enabling participation – we will consult with representative groups (e.g. Allergy UK; the Anaphylaxis Campaign and Coeliac UK) to ensure that any possible barriers to participation are identified and minimised

Principle 4: Avoidance of personal and social harm – we will minimise risk of intrusion by:

- ensuring the survey is not unnecessarily long
- ensuring the research methods are appropriate to the research question being addressed, and
- ensuring that the time participants give is spent providing information that is clearly needed and not available from other sources.

We will also complete a Data Protection Impact assessment (DPIA) at the outset and the impact of the research on non-participating members of the target group will also be considered (i.e. the consequences of not obtaining sufficient representation).

Principle 5: Non-disclosure of identity and personal information - the identity of, and data belonging to, participants and potential participants will be protected throughout the research process – including respondent recruitment, data collection, data storage, analysis and reporting. All identifiable information will remain with the membership organisations that have consent to process this and no participants will be identified or identifiable in the outputs of research. Participants' names and addresses will be stored securely and separate from their responses to help reduce the likelihood of breaches of security and anonymity.

Ethical issues and how these issues would be addressed

The following table outlines potential ethical issues, counter measures and contingency plans:

¹⁹ At minimum this will include details on the purpose and nature of the research, who is undertaking it, who the sponsor is, and plans for dissemination/feedback

Ethical principles	Countermeasures	Contingency plans
Conduct research with objectivity, integrity and impartiality	<ul style="list-style-type: none"> Internal and external conflict checks Quality assured research design 	<ul style="list-style-type: none"> Routine conflict checks Research protocols Strict adherence to research tools
Consequences of the study for human beings	<ul style="list-style-type: none"> Adherence to internal ethics guidance 	<ul style="list-style-type: none"> Ethics and disclosure protocols / research governance framework
Avoidance of personal and social harm	<ul style="list-style-type: none"> Detailed recruitment ethics protocols during tool design It will be made clear to respondents that participation is voluntary, and they can choose which questions to answer Participants will be given contact details of both the interviewer and the organisation if they wish to raise any concerns 	<ul style="list-style-type: none"> Ethics, disclosure and security protocols Complaints procedure in place
Recruit participants carefully and respectfully	<ul style="list-style-type: none"> Clear information provided to inform consent / consent materials, analysis, reporting and storage. It will be made clear they have the right to withdraw at any point. Minimising the burden on participants - the online survey approach will allow the participants to take part at a time most convenient to them 	<ul style="list-style-type: none"> Opt-out
Obtain informed consent	<ul style="list-style-type: none"> Informed consent process Detailed recruitment ethics protocols during tool design. 	<ul style="list-style-type: none"> Opt-out
Treat participants with equity / do not discriminate	<ul style="list-style-type: none"> Strict adherence to research tools 	<ul style="list-style-type: none"> Adherence to ethics guidance / research governance framework Complaints procedure
Respect privacy and maintain confidentiality	<ul style="list-style-type: none"> Adherence to data protection guidance, procedures and protocols in line with GDPR As per our method we will only receive aggregated, anonymised data 	<ul style="list-style-type: none"> Adherence to data protection/ data breach / subject access requests etc.
Report findings honestly / fully	<ul style="list-style-type: none"> Quality assurance procedures 	<ul style="list-style-type: none"> Researchers reviewing each other's work

RSM has an Ethics Partner and an Ethics Panel who act as custodians of the firm's ethical policies and are responsible for communicating those policies.

Ethical Approval Processes

The GSR Professional Guidance Ethical Assurance for Social Research in Government²⁰ states that projects regarded as presenting 'minimal risk only' do not need to be subjected to formal ethical review. We suggest that this project presents minimal risk as it will not involve:

- Sensitive topics (while some elements of health information will be collected the primary purpose of the research will be to ask questions on consumption trends and health impacts)
- Vulnerable groups
- Covert research or observation study

We would discuss the issues above further with the FSA at project inception and if required ethical approval can be obtained via strategic / expert advisor Dr Audrey Dunn Galvin and the University College Cork research ethics committee.

C. DATA PROTECTION

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

In this part please provide details of the practices and systems which are in place for handling data securely including transmission between the field and head office and then to the FSA. Plans for how data will be deposited (i.e. within a community or institutional database/archive) and/or procedures for the destruction of physical and system data should also be included in this part (this is particularly relevant for survey data and personal data collected from clinical research trials). The project Lead Applicant will be responsible for ensuring that they and any sub-contractor who processes or handles information on behalf of the FSA are conducted securely.

Practices and for handling data securely

We frequently work with clients who handle sensitive personal data, including NHSE. Our approach to data protection follows principles set out in the GDPR as well as relevant IG / research guidance and this will inform how we gain consent / manage the data collected. RSM's GDPR policy is available here:



GDPR and RSM
UK.pdf

²⁰ Government Social Research Unit (2011) GSR Professional Guidance: Ethical Assurance for Social Research in Government

We also fully comply with the Data Protection Act (<https://www.rsmuk.com/privacy-and-cookies/entities-privacy-policy>).

For this project the RSM team will have access to anonymised personal data. This will be transferred to RSM by Allergy UK; the Anaphylaxis Campaign and Coeliac UK via our secure file share system that we are actively using for multisite data collection in national NHSE evaluations.

Once received, it will be stored in a password protected excel file within an access-controlled folder in the RSM IT system. This folder will have an Access Control Policy of least privilege in place. The RSM IT system is hosted within an RSM UK Data Centre, which is assessed as part of the RSM UK IT Faculty's ISO27001 accreditation.

RSM UK ensures it maintains adequate records relating to its processing of personal data and, in particular, to satisfy the requirements of Article 30 of the GDPR ('Records of Processing Activities') and (where applicable) Article 35 of the GDPR ('Data Protection Impact Assessment').

All data protection clauses and Schedule 12 Processing, Personal Data and Data Subjects from the FSA contract with RSM will be flowed down to the RSM contracts with Allergy UK; the Anaphylaxis Campaign and Coeliac UK.

How data will be deposited

Once the research is complete, subject to applicable law and regulation, RSM will only retain personal data in accordance with the contract terms and conditions.

As per the specification Allergy UK; the Anaphylaxis Campaign and Coeliac UK will provide the FSA with the following on completion of the research:

- a fully documented non-anonymised dataset which it can use for its own analysis and research purposes
- sufficient documentation (including syntax of main and derived variables) to allow Agency analysts and external researchers to replicate analysis included in the outputs
- encrypted identifiers for each record, with a separate file to link these to names and contact details – which would be held securely by the Agency.

Data will be transferred via a secure file share system.

Human and technical requirements

We confirm that we have in place the human and technical resources to perform the contract to ensure compliance with the GDPR, and to ensure the protection of the rights of data subjects. Our dedicated Privacy Officer will be responsible for overseeing all of our work, supported by our information security and privacy team.

The facilities and measures we will have in place to ensure compliance with the GDPR and the rights of data subjects includes:

Consent / Privacy Notices – these will be provided with the invitation to attend a focus group / complete the survey. They will cover, in accordance with the Data Protection Act 2018, why RSM and Allergy UK; the Anaphylaxis Campaign and Coeliac UK are collecting their information, how it will be used, for how long it will be kept, who else will have access to it, what their rights are as a data subject and consents for sharing this obtained. This will ensure data is processed lawfully, fairly and in a transparent manner and a record of consent will be held for each individual who participates in the research.

Purpose limitation - we will not use the data provided to us for any other purpose than for the project, unless required by applicable law or regulation.

Subject access / rectification, deletion and portability of personal data requests – if a request is received by RSM it will be referred to the firm's Privacy Officer for consideration and response within one month. We have a full and compliant process for receiving; verifying; logging and processing requests followed by providing information to the data subject. We will also assist the FSA in carrying out its obligations with regards to requests by data subjects to exercise their rights under chapter 3 of the GDPR (where relevant / as per the contract). The equivalent policies of Allergy UK; the Anaphylaxis Campaign and Coeliac UK can be found here:

- Allergy UK: <https://www.allergyuk.org/privacy-policy>
- the Anaphylaxis Campaign: <https://www.anaphylaxis.org.uk/get-involved/volunteer/data-protection-policy/>
- Coeliac UK: <https://www.coeliac.org.uk/privacy/>

Data breaches – if a data breach occurs, as soon as RSM is made aware of the incident a notification will be sent to our privacy team (Privacy Officer, General Counsel, Senior Legal Counsel and Head of IT). Our privacy team will investigate to determine if a breach has occurred that could lead to personal data being compromised. The investigation will be completed within 48 hours of a breach being reported to ensure we comply with the 72 hour deadline to report significant security breaches to the ICO. Our privacy team will log the breach in our Data Breach Register and will carry out an initial assessment of the breach to evaluate its severity as well as notifying the FSA. If considered necessary, the Privacy Officer will notify the individuals concerned where the breach is likely to result in a high risk to their rights or freedoms.

Staff training - all RSM staff working on this project are subject to contractual confidentiality obligations and undertake confidentiality training which includes information security awareness. Additionally, members of the RSM UK IT Faculty are required to take a Security Awareness CBT and read / accept all of the Information Security Policies.

No personal data will be transferred outside of the EU.

In accordance with its relevant policies, procedures, systems and controls, RSM ensures that it maintains adequate records relating to its processing of personal data and, in particular, to satisfy the requirements of Article 30 of the GDPR ('Records of Processing Activities') and (where applicable) Article 35 of the GDPR ('Data Protection Impact Assessment'). Please see the GDPR Statement.

Our IG and IT security policies are regularly reviewed and tested as part of our ISO27001 accreditation (see below). The IT Faculty are assessed every six months to ensure

compliance by independent assessors affiliated to the BSI (Certificate number – IS 601285).

Certifications

We confirm RSM have the required standards, policies and processes in place to meet FSA requirements and in accordance with the General Data Protection Regulation (GDPR) and the Data Protection Act 2018. This includes however is not be limited to:

- NHS Data Security and Protection Toolkit score: current RSM assessment - Standards Met, code: 8J028
- ICO Registration: RSM UK Code ZA108862²¹
- accreditation under the UK Government Cyber Essentials Scheme: Cyber Essentials PLUS RSM UK Certificate number – RSM UK: 1839418262474601

The RSM UK IT Faculty have a suite of information security documents in place as part of its ISO27001 accreditation²². These include an Information Security Policy, Access Control Policy, and Physical / Environmental Security Policy. Our approach to data protection follows principles set out in the GDPR as well as relevant IG and health and social care research guidance. RSM IT security statement and security policy are included below:



RSM UK IT Security
Statement 2019.pdf

²¹ Formally RSM PACEC Ltd. RSM PACEC Ltd transferred its business to RSM UK Consulting LLP effective 1st April 2018, via an internal RSM UK group business transfer agreement

²² The IT Faculty are assessed every six months to ensure compliance by independent assessors affiliated to the BSI (Certificate number – IS 601285)



ISO27001:2013 - INFORMATION SECURITY POLICY

Introduction

The Management and staff of the IT Faculty are committed to preserving the confidentiality, integrity and availability of all the physical and electronic information assets managed by the IT Faculty in order to preserve its competitive edge, profitability, legal, regulatory and contractual compliance and commercial image. Information and information security requirements will continue to be aligned with organisational goals and the ISMS is intended to be an enabling mechanism for information sharing, for electronic operations and for reducing information-related risks to acceptable levels.

The organisation's risk management framework provides the context for identifying, assessing, evaluating and controlling information related risks through the establishment and maintenance of an ISMS. The risk assessment, Statement of Applicability and controls assurance plan identify how information related risks are controlled. The Information Security Manager (ISM) is responsible for the management and maintenance of the risk treatment plan. Additional risk assessments may, where necessary, be carried out to determine appropriate controls for specific risks.

In particular, business continuity and contingency plans, data backup procedures, avoidance of viruses and hackers, access control to systems and information security incident reporting are relevant to this policy. Control objectives for each of these areas are contained in the Manual and are supported by specific, documented policies and procedures where necessary.

All employees and temporary staff of the organisation and the employees of any service providers or contractors must comply with this policy and with the ISMS that implements this policy. All staff, and certain external parties, will receive training as appropriate and as required. The ISMS is subject to continuous, systematic review and improvement

Maintenance and management of an ISMS that is fully compliant and independently certified to the ISO/IEC 27001 Standard for an Information Security Management System. This is an ongoing strategic objective to assist with implementing an auditable framework to support the implementation of best practice and continual security improvements at RSM.

The organisation's IT Faculty Risk Board meetings have been established, chaired by the Director of IT and including the Information Security Manager and other executives/specialists/risk specialists to support the ISMS framework and to periodically review the Information Security Management System.

This policy will be reviewed at least annually.

Data permissions and referencing

Consent for the use of participant survey response in an anonymised format will be obtained prior to completing the survey. All intellectual property clauses from the FSA / RSM contract will be flowed down to all sub-contracts with our Dr Dunn Galvin, Dr Draper and Allergy UK; the Anaphylaxis Campaign and Coeliac UK.

D. SUSTAINABILITY

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

RSM firm-wide approach to sustainability

RSM's firm wide approach to sustainability includes the following:

Social Value Element	Detail
<p>Economic</p>	<p>RSM employs over 3,500 staff in 35 key locations across the UK, from main city locations to rural locations such as Lerwick and Bury St Edmunds. Our recruitment is based on client demand and we invest in the local economy by employing staff who live near our clients.</p> <p>We also support and aim to help those that need help. For example, in London we run a scheme to allow work experience for young people from deprived backgrounds to give them an opportunity to experience a working week across different parts of RSM to increase the opportunities for them to develop a career with RSM.</p>
<p>Environmental</p>	<p>We consider environmental factors when managing our business, formalised through an environmental policy covering efficient use of resources, recycling and education. This policy encompasses activities including an energy management programme, recycling schemes and a firm-wide education programme. We also work alongside governmental, international, national and local groups to support numerous projects and charities.</p> <p>One of our most significant relationships is with Trees for Cities, an independent environmental charity that inspires people to plant and love trees in cities worldwide.</p>
<p>Social (e.g. employee and community development)</p>	<p>RSM supports a number of charities at local office level, through sponsored activities/ quizzes/ balls/ social evenings etc.</p> <p>RSM supports Anthony Nolan's education project, Register and Be a Lifesaver (R&BE), which educates young people aged 16 to 18 about the importance of joining the bone marrow register. We support Anthony Nolan's volunteer courier programme. The charity relies on a team of fifty volunteer couriers to take stem cells from a donor to a patient, wherever they are. The couriers are committed to making sure the stem cells arrive safely and on time, even in the face of major world events. We also provide free meeting space for volunteer and staff training; we have funded donor clinics held in offices around the firm and we support its annual Gala Ball.</p> <p>We have a funds-matching policy in which we encourage people to raise money for charity by matching the amount in a donation from the firm and a payroll giving scheme, enabling employees to donate to charities in a tax efficient way.</p>

Please see our Corporate Social Responsibility Statement and an Environmental Policy Statement uploaded separately.

[How we will apply sustainability to this project](#)

Our approach to sustainability in this project is outlined below:

- **Economic** – if awarded this contract we will employ 1 paid work placement student for 8 weeks during the summer
- **Environmental** - if awarded this project, we will seek to minimise travel costs, by undertaking as much work as possible by skype / zoom and other online tools. We also will ensure our work ie surveys etc. are online to min any environmental impacts
- **Social** – we are working with Allergy Research Limited (ARL), a trading subsidiary of Allergy UK. All of ARL's profits are donated to Allergy UK. This money goes towards the operational working costs of the charity and enables it to carry out its vital patient support and campaign activities. If awarded this contract, we will make available ██████████ of the fee to our partner organisations to cover costs and a contribution to overheads regarding the survey work involved. We also will offer them 6 days of our time free of charge (██████████) to assist in supporting their organisations develop and grow. We will complete an initial 2 hour session with each of the 3 partners to discuss their needs and then seek to support them with research relevant to these. The areas are likely to cover development of impact frameworks and / or impact indicators

E. DISSEMINATION AND EXPLOITATION (Science Projects Only)

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

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

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

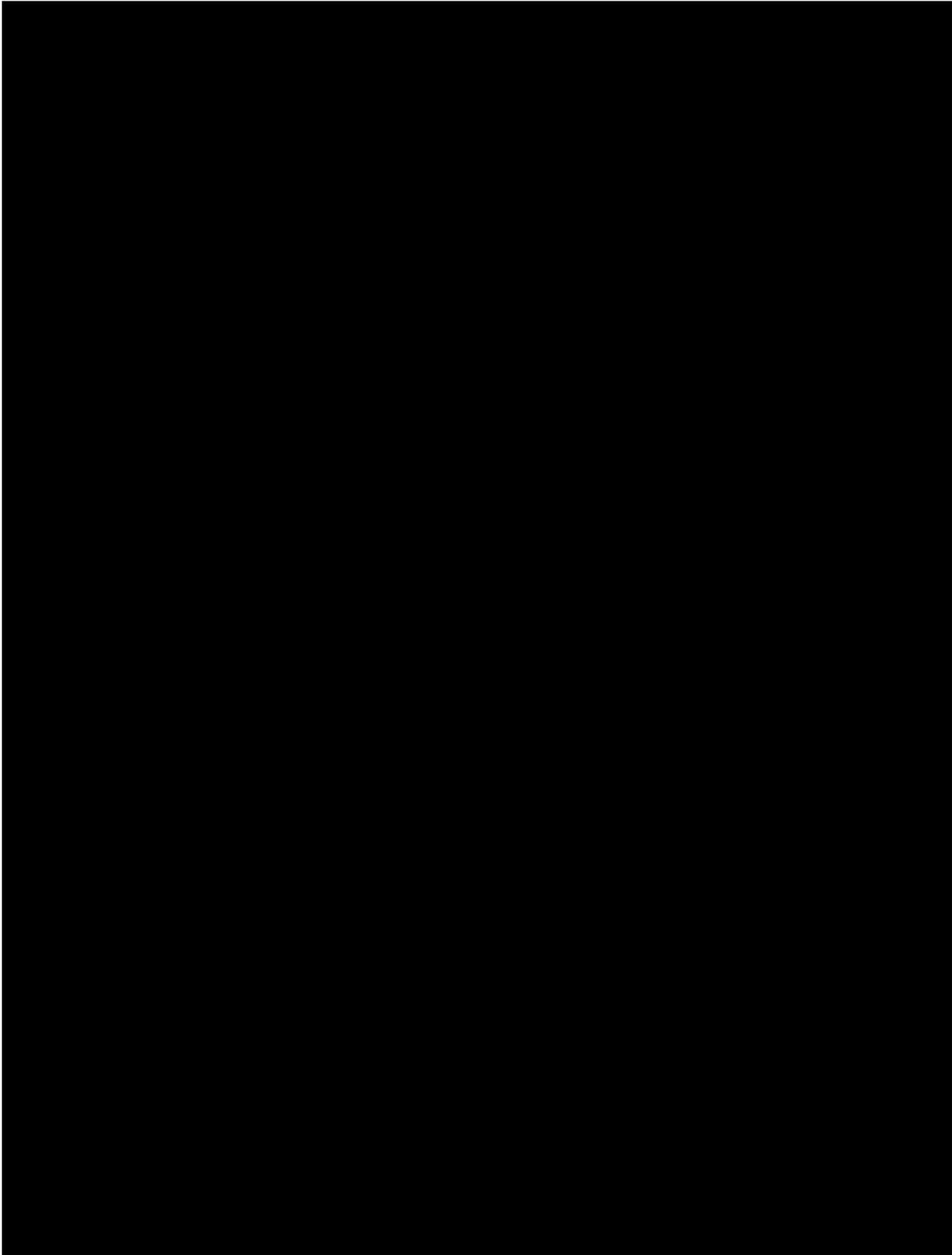
Please note that permission to publish or to present findings from work supported by the FSA must be sought in advance from the relevant FSA Project Officer. The financial support of the FSA must also be acknowledged.

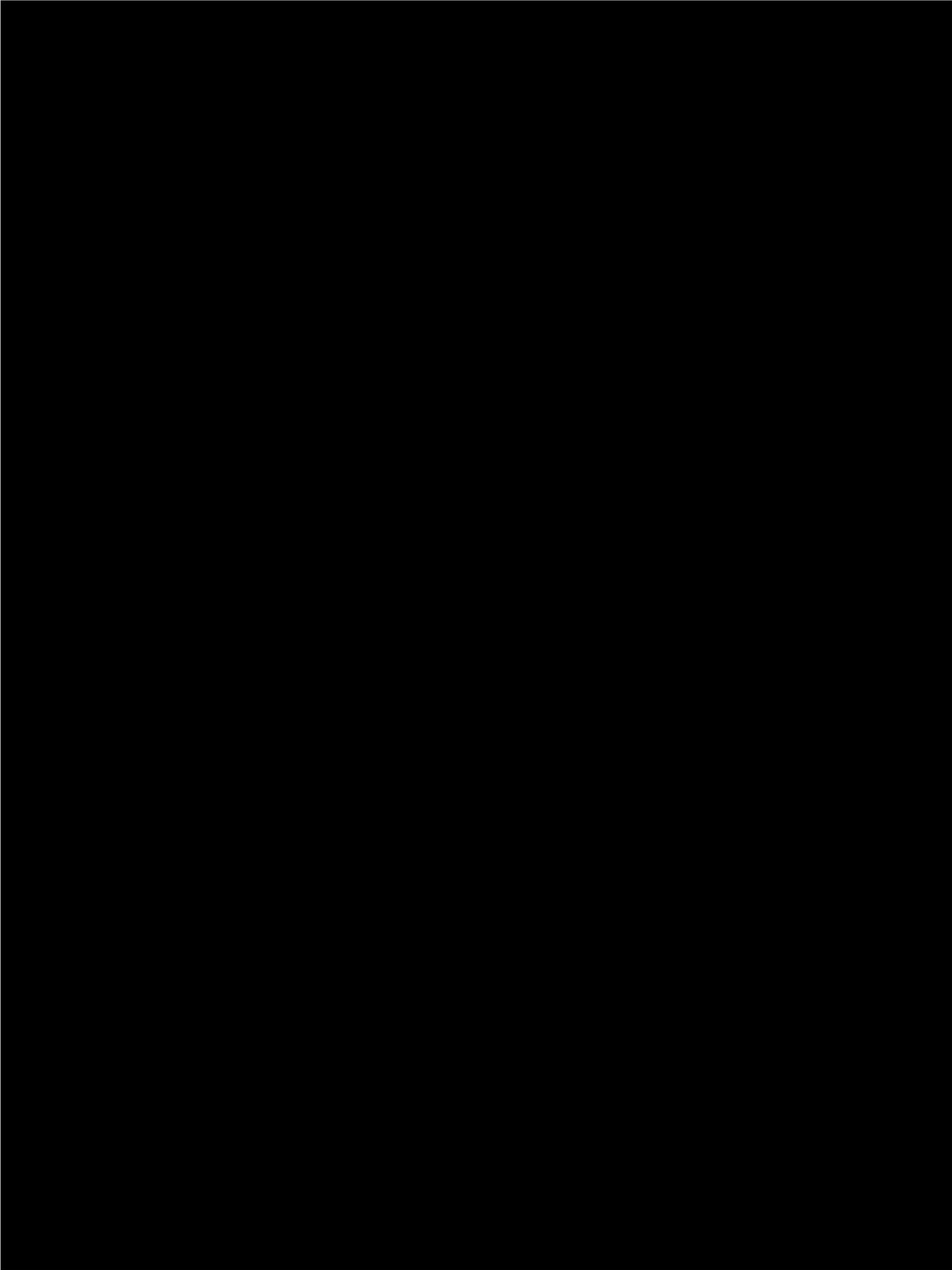
Please indicate whether any Intellectual Property (IP) may be generated by this project and how this could be exploited. Please be aware the FSA retains all rights to the intellectual property generated by any contract and where appropriate may exploit the IP generated for the benefit of public health.

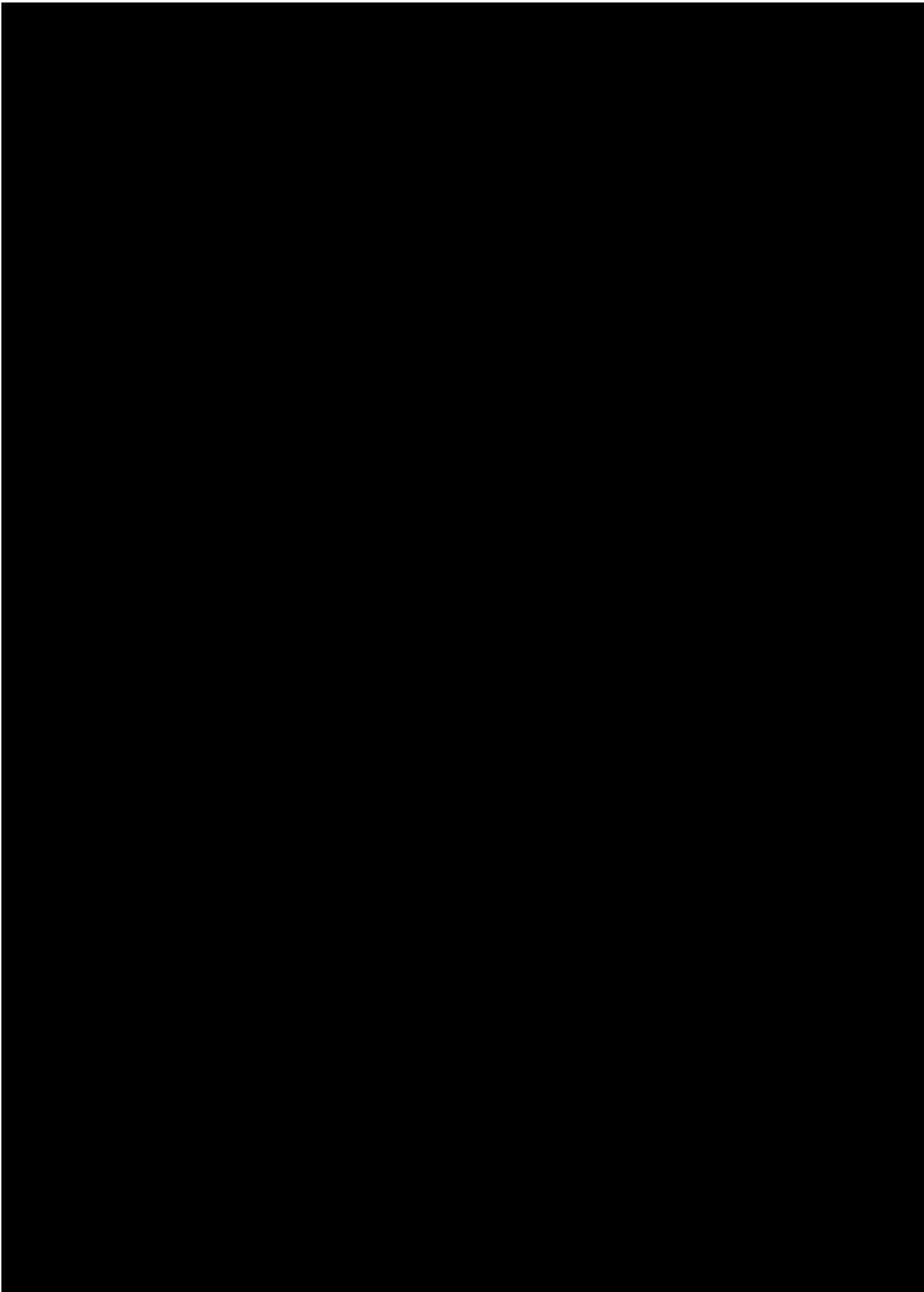
In this part Applicants should demonstrate the credibility of the partnership for exploitation of the results and explain the partnership's policy in respect of securing patents or granting licenses for the technology (if applicable). It should deal with any possible agreements between the partners to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

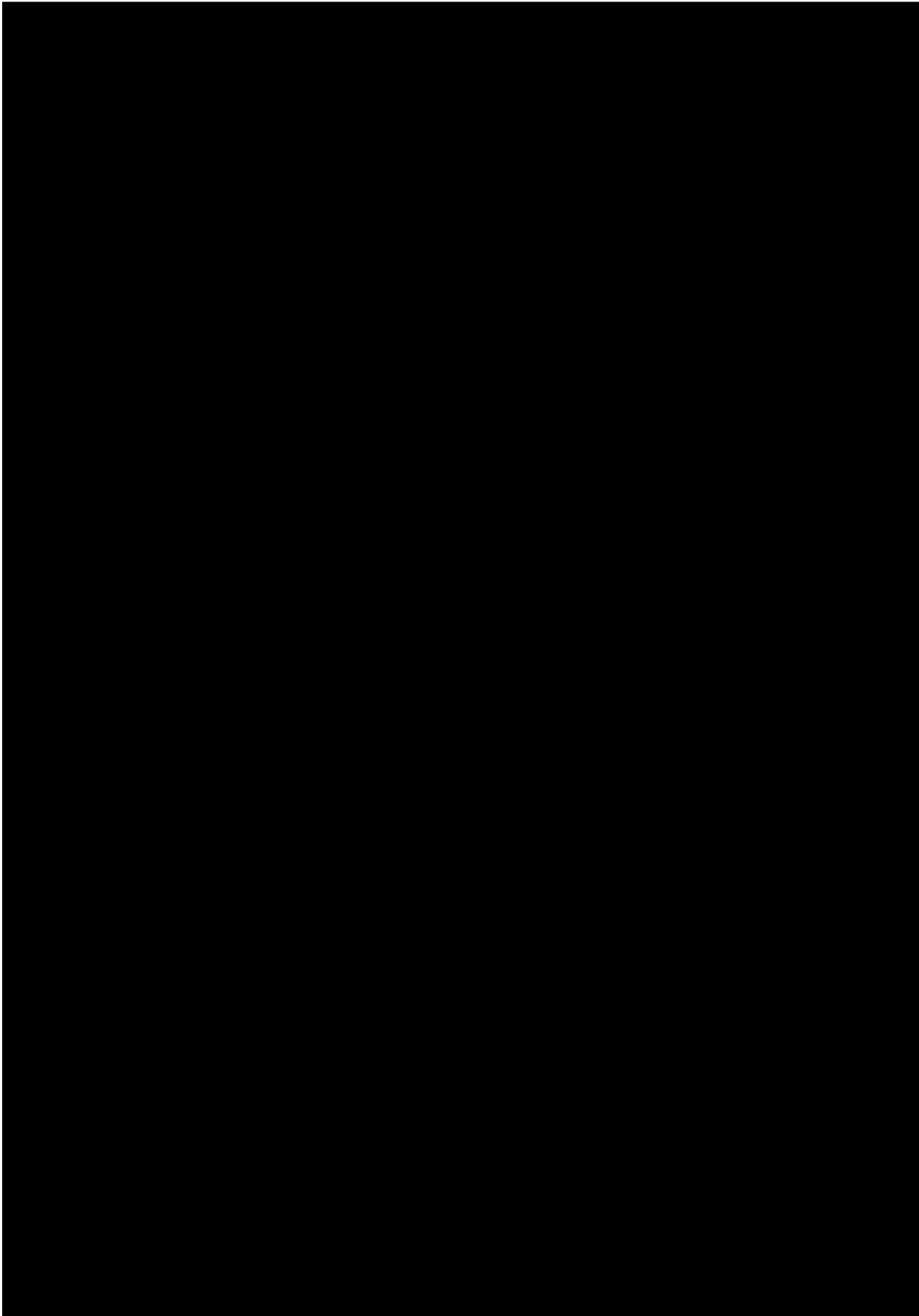
[REDACTED]

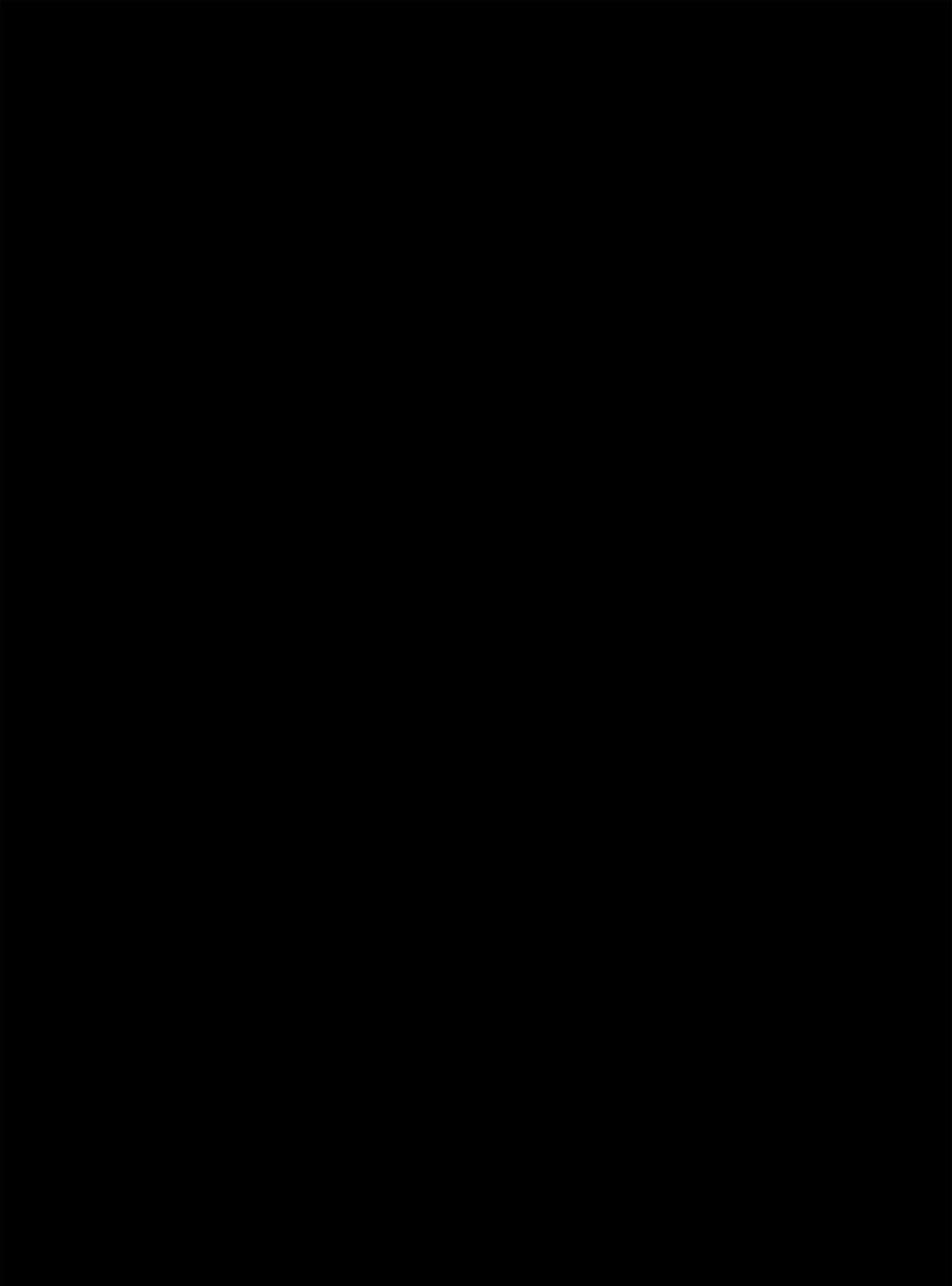
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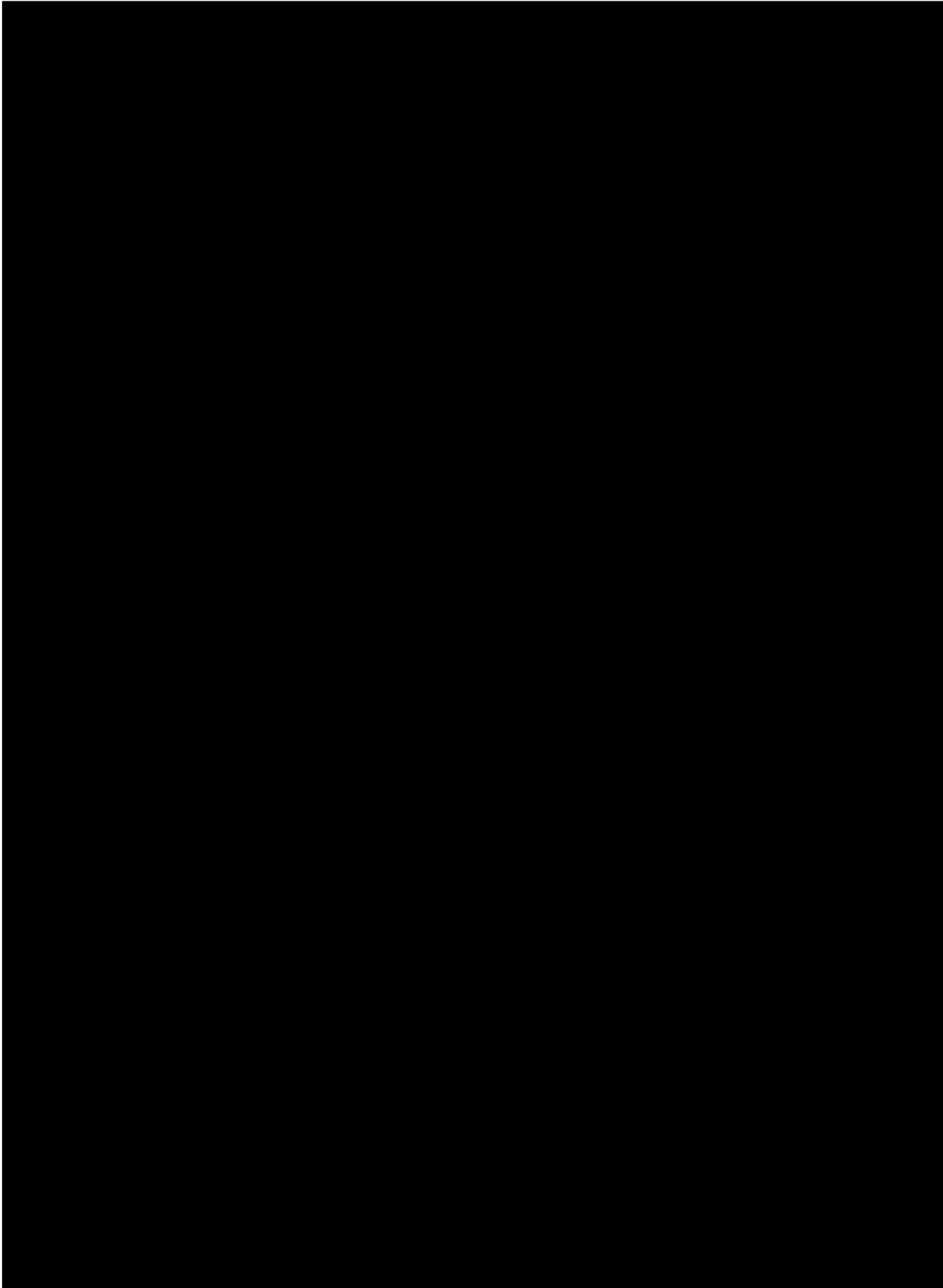


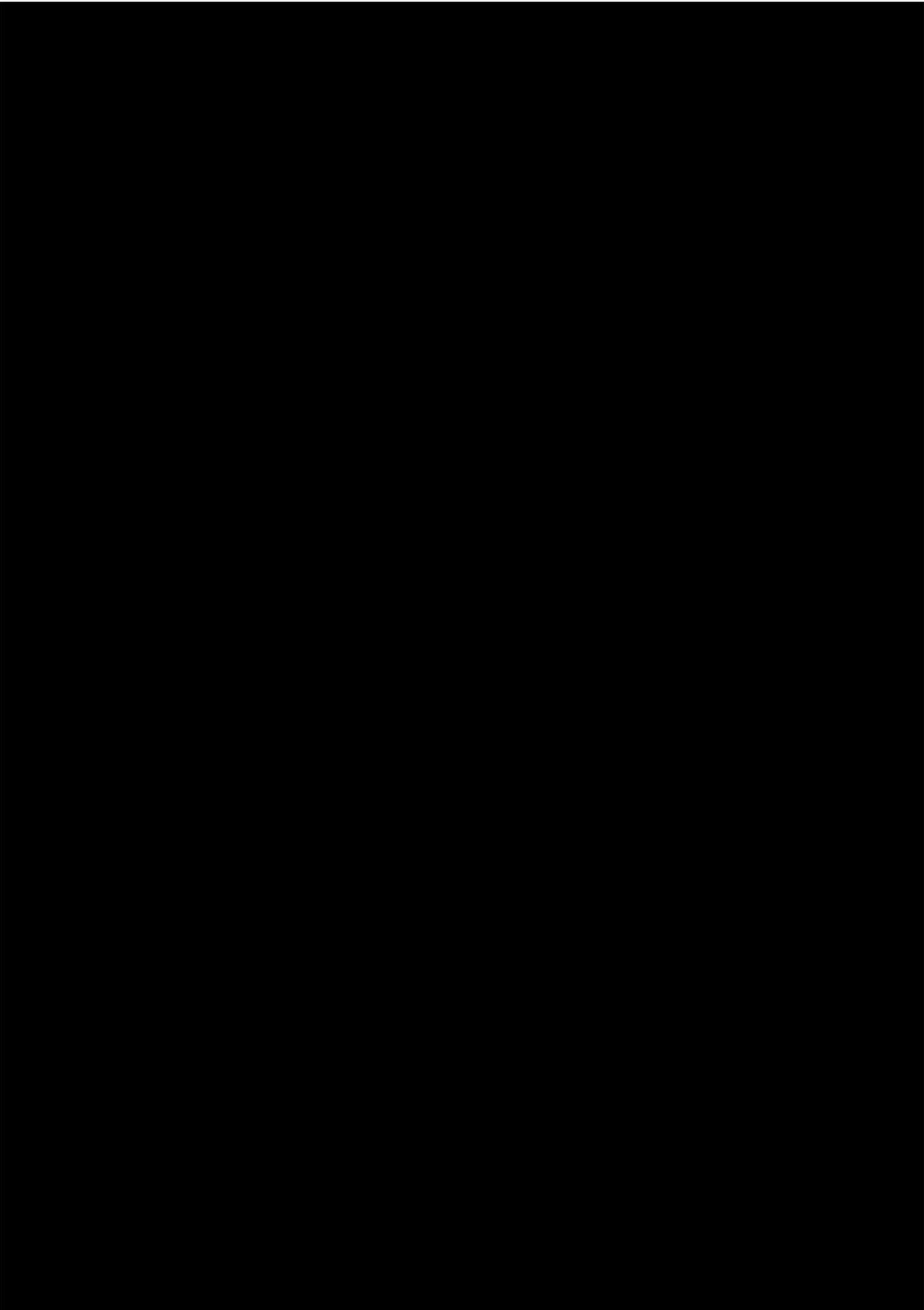


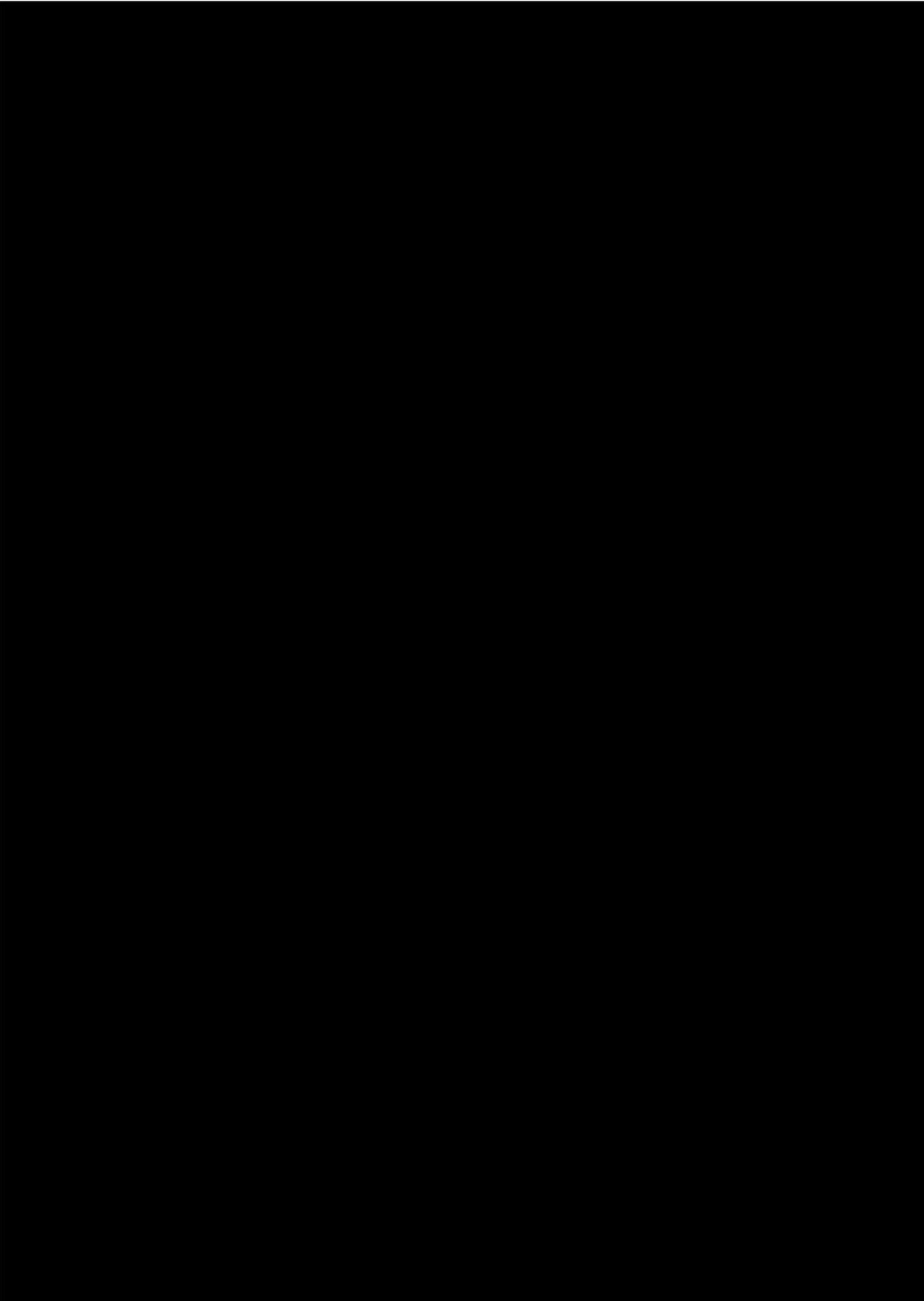


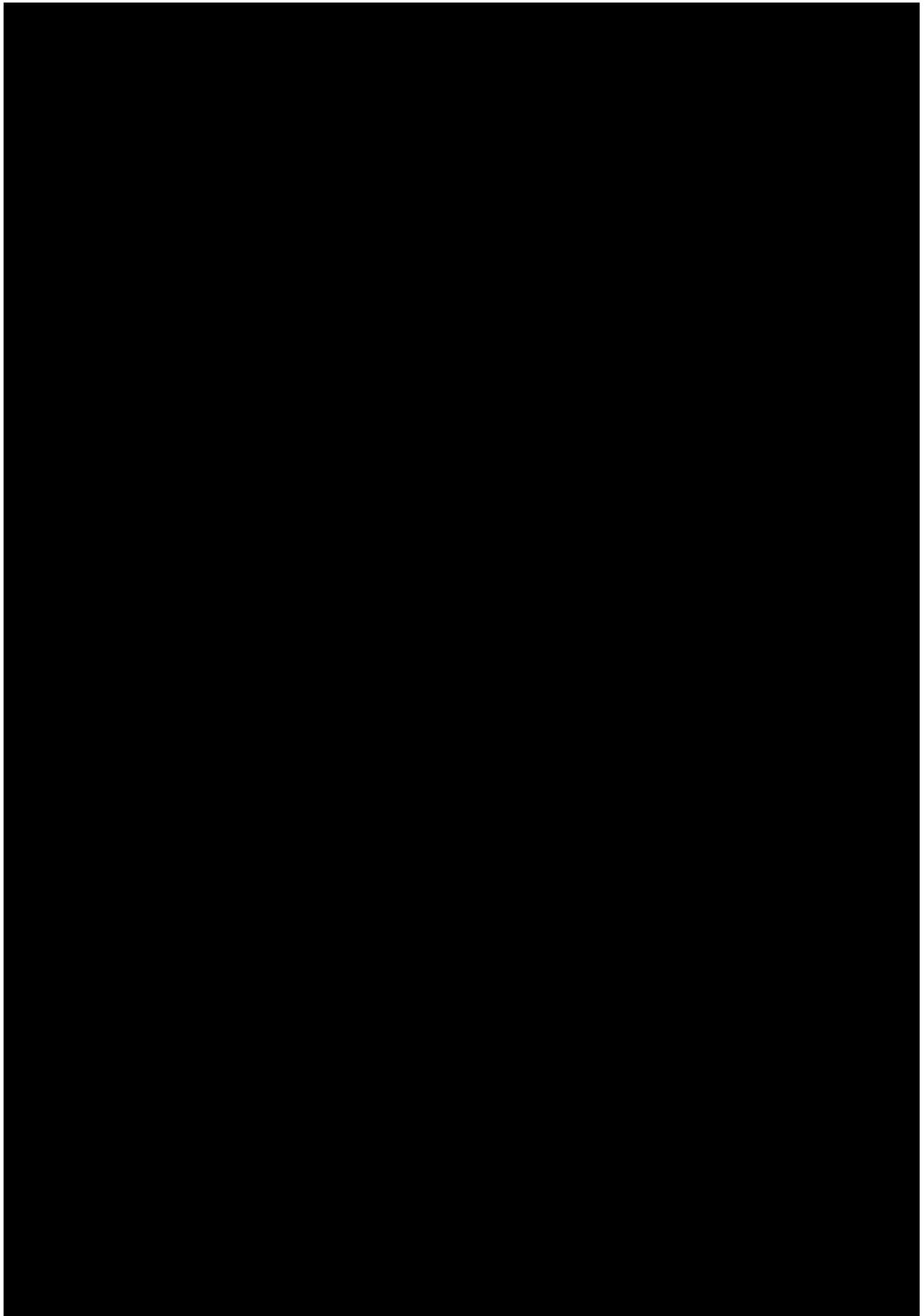


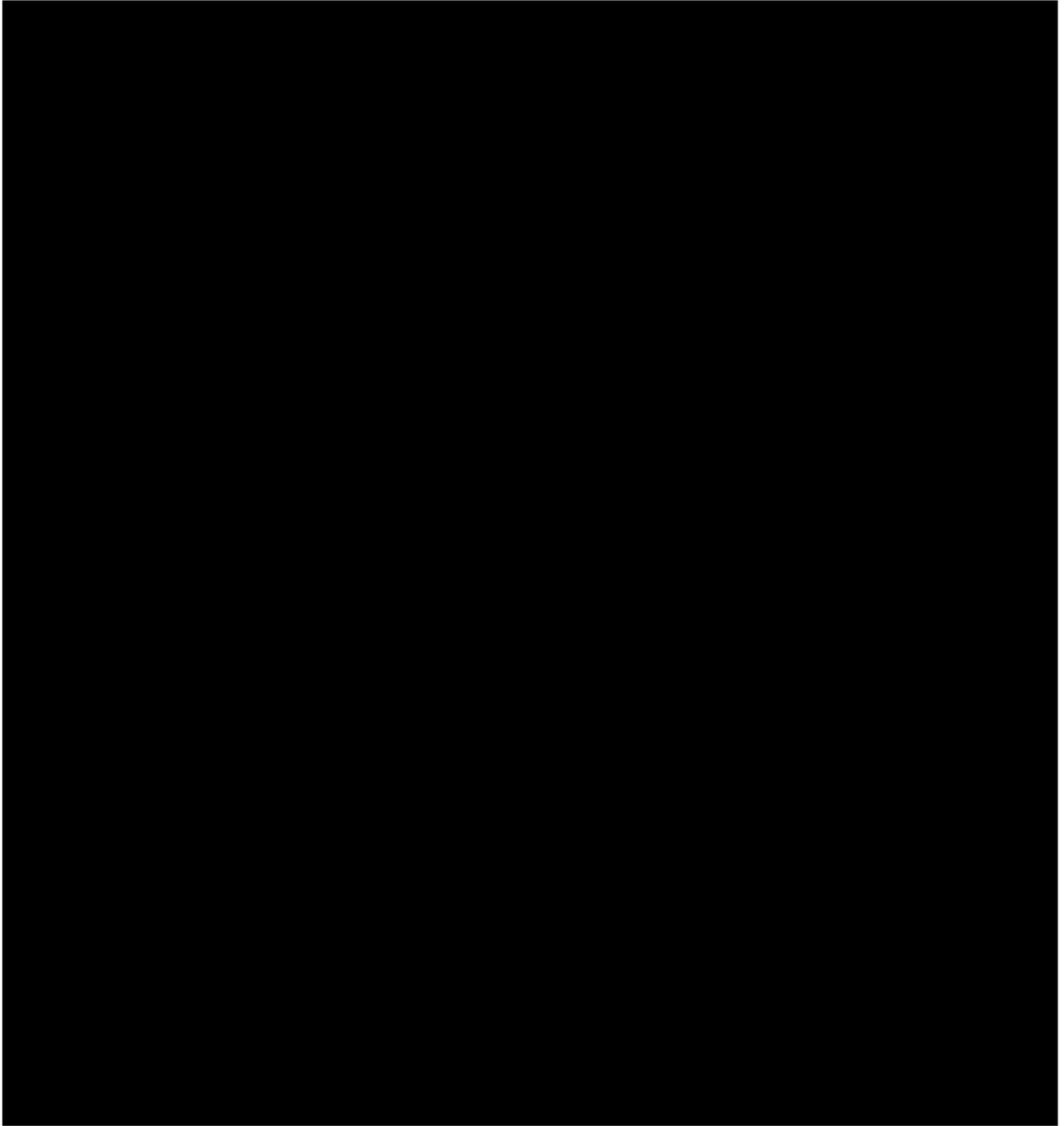












SCHEDULE 4

PRICING

This Schedule 4 specifies the Ordered Services to be provided to the Client by the Supplier in the services required for FS430387. Please see Schedule 4 – “Application form for an evidence gathering project with Food Standards Agency – Financials Template”

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

1. INTRODUCTION

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

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

2. BASIC PRINCIPLES

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

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

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

Tender Title	Estimating the Financial Cost to Individual Sufferers Living With a Food Hypersensitivity
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Full legal organisation name	RSM UK Consulting LLP
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Main contact title	Ms
Main contact forename	Jenny
Main contact surname	Irwin

Main contact position	Partner, Economic Consulting
Main contact email	jenny.irwin@rsmuk.com
Main contact phone	07436 268728

Will you charge the Agency VAT on this proposal?

Yes

Please state your VAT registration number:

GB 890 9655 70

Project Costs Summary Breakdown by Participating Organisations
Please include only the cost to the FSA.

Organisation	VAT Code*	Total (£)
<i>RSM UK Consulting LLP</i>	STD	£ [REDACTED]
<i>Audrey DunnGalvin</i>	STD	£ [REDACTED]
<i>Alizon Harper</i>	EXEMPT	£ [REDACTED]
<i>Allergy UK</i>	STD	£ [REDACTED]
<i>Anaphylaxis Campaign</i>	STD	£ [REDACTED]
<i>Coeliac UK</i>	STD	£ [REDACTED]

Total Project Costs (excluding VAT) **	£ 137,840.00
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* Please indicate zero, exempt or standard rate. VAT charges not identified above will not be paid by the FSA

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

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

Project Costs Summary

Staff Costs	£	[REDACTED]
Overhead Costs	na	
Consumables and Other Costs	£	-
Travel and Subsistence Costs	£	-
Other Costs - Part 1	£	[REDACTED]

Total Project Costs	£	137,840.00
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COST OR VOLUME DISCOUNTS - INNOVATION

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

The RSM team has reduced their daily rates between 25% and 40% given these difficult times.

SIGNATURE
NAME
DATE
REVISION DATE

[REDACTED]	
17th April 2020	
8th June 2020	Enter the effective date if this version of the template replaces an earlier version

Staff Costs Table

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

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

* Role or Position within the project	Participating Organisation	Daily Rate (£/Day)	* Daily Overhead Rate (£/Day)	Days to be spent on the project by all staff at this grade	Total Cost (incl. overheads)
Partner/Project Director	RSM	██████████		1	██████████
Project Manager/Lead Economist	RSM	██████████		1	██████████
Lead Analyst	RSM	██████████		1	██████████
Senior Researcher	RSM	██████████		1	██████████
Researcher	RSM	██████████		1	██████████
Expert advisor	Audrey DunnGalvin	██████████		1	██████████
Expert advisor	Alizon Draper	██████████		1	██████████
Survey distribution and support and monitoring against sampling framework	Allergy UK	██████████		1	██████████
Survey distribution and support and monitoring against sampling framework	Anaphylaxis Campaign	██████████		1	██████████

Survey distribution and support and monitoring against sampling framework	Coeliac UK				
Total Labour Costs					

Consumable/Equipment Costs

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

Item	Quantity	Cost/Item(£)	Total
		£ -	£ -
Total Material Costs			£ -

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

Description and justification of the cost	Estimated Cost

Travel and Subsistence Costs

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

Purpose of journey or description of subsistence cost	Frequency	Cost each (£)	Total Cost
None (any travel costs are included in our staff costs)		£ -	£ -

Total Travel and Subsistence Costs

£ -

The Pricing Schedule

Proposed Project Start Date	20-Jul-2020	Amount				
Invoice Due Date	Description as to which deliverables this invoice will refer to	*Net	** VAT Code	§ Duration from start of project (Weeks)	§ Duration from start of project (Date)	Financial Year
11-Sep-2020	Draft report on findings from the REA	£ ██████████	STD	7	11-Sep-2020	2020-21
11-Dec-2020	Draft report on findings from preliminary research (note - includes optional prize draw vouchers as incentives for completion of the food diary (3 x	£ ██████████	STD	20	11-Dec-2020	2020-21

	£100 vouchers) - to be agreed with the FSA. If not used the £300 will be deducted from our fee)					
22-Jan-2021	Draft reports on price differential calculations and other financial costs	£ ██████████	STD	26	22-Jan-2021	2020-21
12-Mar-2021	Final report	£ ██████████	EXEMPT	33	12-Mar-2021	2020-21
Retention/Financial Deliverable	***	£ ██████████				

Total	£ 137,840.00	
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** Please insert the applicable rate of VAT for each deliverable

*** 20% of the total project budget is withheld and will be paid upon acceptance of a satisfactory final report by the agency.

§The number of weeks after project commencement for the deliverable to be completed

Summary of Payments

	Year 1	Year 2		
Financial Year (Update as applicable in YYYY-YY format)	2020-21	2021-22	Retention	Total
Total Amount	██████████	-	██████████	£137,840.00

SCHEDULE 5

INVOICING PROCEDURE & NO PO/NO PAY

1. INVOICES SHALL SPECIFY:

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

2. INVOICE SUBMITTAL

Invoicing the FSA:

Please submit invoices to [REDACTED] for work with FSA.

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

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

3. INVOICE PAYMENT

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

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

3.3 NO PURCHASE ORDER, NO PAY.

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

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

To prevent unauthorised individuals requesting goods and services only FSA branded Purchase Orders from these email addresses should be accepted as FSA commitment: [REDACTED] OR [REDACTED]. The FSA will not pay invoices that do not originate from Purchase Orders from these email addresses.

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

4. CORRESPONDENCE

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

[REDACTED]

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

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

SCHEDULE 6

DISPUTE RESOLUTION PROCEDURE

1. INTRODUCTION

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

2. MEDIATION

- 2.1. The procedure for mediation pursuant to [Clause 18](#) and consequential provisions relating to mediation shall be as follows:
 - 2.1.1. a neutral adviser or mediator ('the Mediator') shall be chosen by agreement between the Client and the Supplier or, if they are unable to agree upon the identity of the Mediator within ten (10) Working Days after a request by one party to the other (provided that there remains agreement for mediation), or if the Mediator agreed upon is unable or unwilling to act, either party shall within ten (10) Working Days from the date of the proposal to appoint a Mediator or within ten (10) Working Days of notice to either party that he is unable or unwilling to act, apply to the Centre for Effective Dispute Resolution ('CEDR') to appoint a Mediator;
 - 2.1.2. the Client and the Supplier shall within ten (10) Working Days of the appointment of the Mediator meet with him in order to agree a programme for the exchange of all relevant information and the structure to be adopted for negotiations to be held. The parties may at any stage seek assistance from the CEDR to provide guidance on a suitable procedure.
- 2.2. Unless otherwise agreed by the Client and the Supplier, all negotiations connected with the dispute and any settlement agreement relating to it shall be conducted in confidence and without prejudice to the rights of the parties in any future proceedings.
- 2.3. In the event that the Client and the Supplier reach agreement on the resolution of the dispute, the agreement shall be reduced to writing and shall be binding on both parties once it is signed by the Client's Head of Procurement and the Supplier.

- 2.4. Failing agreement, either the Client or Supplier may invite the Mediator to provide a non-binding but informative opinion in writing.
- 2.5. The Client and the Supplier shall each bear their own costs in relation to any reference made to the Mediator and the fees and all other costs of the Mediator shall be borne jointly in equal proportions by both parties unless otherwise directed by the Mediator.
- 2.6. Work and activity to be carried out under this Contract shall not cease or be delayed during the mediation process.
- 2.7. In the event that the Client and the Supplier fail to reach agreement in the structured negotiations within forty (40) Working Days of the Mediator being appointed, or such longer period as may be agreed, then any dispute or difference between them may be referred to the Courts in accordance with the provisions of [Clause 41](#).

SCHEDULE 7

CONFIDENTIALITY UNDERTAKING

1. INTRODUCTION

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

CONFIDENTIALITY UNDERTAKING

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

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

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

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

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

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

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

OFFICIAL

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

SIGNED:

NAME:

DATE OF SIGNATURE:

Schedule 8 – Staff Transfer – “TUPE”

Not applicable

Schedule 9 – Commercially Sensitive Information

None identified

Schedule 10 – Variation Notice – Request for Variation

1 General principles of the Variation Procedure

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

2 Costs

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

3 Change Authorisation

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

Schedule 11 – Exit Management

None Identified

Schedule 12 Processing, Personal Data and Data Subjects

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

1. The contact details of the Controller's Data Protection Officer are: informationmanagement@food.gov.uk
2. The contact details of the Processor's Data Protection Officer are: David Punt, Privacy Officer. David.punt@rsmuk.com
3. The Processor shall comply with any further written instructions with respect to processing by the Controller.
4. Any such further instructions shall be incorporated into this Schedule.

	Description	Details
1.	Identity of the Controller and Processor	The Parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Controller and the Contractor is the Processor in accordance with Clause 14.3.
2.	Subject matter of the processing	<p>For the Financial Cost of Food Hypersensitivities:</p> <ul style="list-style-type: none"> • There are 5 work projects of which personal data is collected, processed or moved in 4 of the 5 working projects • Participants will be drawn on by using a consent approach through 3 charity's membership: Allergy UK, The Anaphylaxis Campaign, and Coeliac UK. The charities will contact their members on RSM's behalf. <p>A breakdown of the WP what and how data is processed</p> <p>WP1:</p> <ol style="list-style-type: none"> I. Rapid evidence assessment review of literature will take place and findings will be synthesised to inform the future project. It should not require any capturing or processing of personal data as this should all be publicly available in academic journals. <p>WP2:</p> <ol style="list-style-type: none"> I. Interviews will be conducted on Skype/over the phone on an individual basis to establish accommodations or consumption habits derived as a result of having a food hypersensitivity. In addition, the contact details (name, phone number, and email address), and consent to be contacted by the FSA will be included.

		<p>II. Online survey and food diary. Participants will be asked to fill out a survey to determine consumption habits and then have the option to give consent to participate in an additional food diary for one week to provide a typical basket of goods.</p> <p>III. The survey in (II) will first be piloted with 12 individuals to assist in refining the questions for the larger scale online survey of 1,154 individuals.</p> <p>WP3:</p> <p>I. Data collected in WP2 will be processed to establish the price differentials of food consumption of those with a food hypersensitivity and those without (a control group)</p> <p>II. A control group will also be established</p> <p>III. Data will be processed according to different “slices” required for the analysis (e.g. socio-economic income status). This will be validated by a review with RSM.</p> <p>WP4:</p> <p>I. The full analysis and comparisons from the processed data in WP2 and WP3 will be used to derive quantification of the burden faced by those with a food hypersensitivity. This will include examining across attributes the control and study group to draw results on the direct financial costs, indirect financial costs, and economic costs.</p> <p>WP5:</p> <p>I. The results of WP1-4 will be used to compose a complete final report and presentation to the FSA.</p> <p>II. It is important to note that this will be the point the FSA receives all original data and analysis on the participants of the study.</p> <p>Other key points: From WP2, the following data will be structured as follows:</p> <ul style="list-style-type: none"> • a fully documented non-anonymised dataset which can use for further analysis and research purpose • sufficient documentation (including syntax of main and derived variables) to allow Agency analysts and external researchers to replicate analysis included in the outputs • a dataset with encrypted identifiers for each record, with a separate file to link these to names and contact details <p>All of this will be handed over to the FSA on completion of the contract, or when the break clause is activated.</p>
3.	Duration of the processing	TBC

4.	Nature and purposes of the processing	<p>Participants will be asked to share data which includes details of their/their children's hypersensitivity including foods, symptoms, method of diagnosis, prescribed medicine, and history. Consent to maintain contact details of participants will be sought for the purposes of conducting follow-up surveys. This data will be anonymised, although there will be a separate index to match identifiers to contact details provided by the charities to the supplier and the FSA.</p> <p>Within the food diaries, the contact details of the participants will be collated if consent is provided – for the purposes of clarifying information, conducting the follow-up interviews and surveys, or conducting separate but related research in the future. This method will capture data such as dietary habits and pricing information.</p>
5.	Type of Personal Data being Processed	<p>Although the scope and detail of the questions will be determined at a later stage in the contract, a number of different types of data may include:</p> <ul style="list-style-type: none"> • Medication and medical information (e.g. Diagnosis and symptoms) • History of medical diagnosis • Email addresses • Phone numbers • Nutrition patterns and dietary habits • Income of households/individuals • Number of dependents • Purchasing patterns and habits • Names • Family composition (e.g. Dependents) • Detailed pricing information
6.	Categories of Data Subject	<p>All participants in the study who are determined to have a food hypersensitivity will be members of the following charities:</p> <ul style="list-style-type: none"> • Allergy UK • The Anaphylaxis Campaign • Coeliac UK <p>The FSA staff data will also be under this agreement as contact details, names and positions will be shared.</p>
7.	Plan for return and destruction of the data once the	<p>The data by RSM will not be held past the end of the contract and will be transferred to the FSA on completion of WP5. This will include:</p> <ul style="list-style-type: none"> • a fully documented non-anonymised dataset which can use for further analysis and research purpose

	<p>processing is complete</p> <p>UNLESS requirement under union or member state law to preserve that type of data</p>	<ul style="list-style-type: none">• sufficient documentation (including syntax of main and derived variables) to allow Agency analysts and external researchers to replicate analysis included in the outputs• a dataset with encrypted identifiers for each record, with a separate file to link these to names and contact details <p>Data gathered by the supplier should be destroyed after 30 days of after being handed over to the FSA either during the activation of the break clause, or after Work Package 5 has been delivered. The FSA may keep data for a period after it has been transferred to run additional analysis.</p>
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Schedule 12a: Joint Controller Agreement
Not Applicable



APPENDIX A VARIATION REQUEST FORM

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

OFFICIAL

Email Address :

OFFICIAL



APPENDIX B VARIATION FORM

PROJECT TITLE:

DATE:

VARIATION No:

BETWEEN:

The Food Standards Agency (hereinafter called “the Client”) & RSM UK Consulting LLP (hereinafter called “the Supplier”)

1. The Contract is varied as follows:

Contract

x

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

SIGNED:

For: The Client

For: The Supplier

By:

By:

Full Name:

Full Name:

Position:

Title:

Date:

Date:



APPENDIX C TABLE OF POLICIES

Table of Policies

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

OFFICIAL

	<p>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.</p>	
<p>Users ICT Security Policy (for all staff)</p>	<p>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.</p>	<ul style="list-style-type: none"> - 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
<p>ICT Security Policy (for IT staff ONLY)</p>	<p>This policy is for ISTED staff only</p> <p>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.</p>	<ul style="list-style-type: none"> -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
<p>Mobile Voice and Data Policy</p>	<p>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 a principle that each user will be issued with only one mobile data contract.</p>	<ul style="list-style-type: none"> -Definition of FSA Remote working tools -Connectivity options - Computer Equipment -Who is eligible -Roles & responsibilities