[redacted]
Campden BRI (Chipping Campden) Ltd
Station Road
Chipping Campden
GL55 6LU

Ref: FS304005
Date: 7th May 2020

Supply of Comparing international approaches to food safety regulation of GM and Novel Foods

Following your tender for the supply of 'Comparing international approaches to food safety regulation of GM and Novel Foods' to the Food Standards Agency (FSA), we are pleased confirm our intention to award this contract to you.

The attached contract details ("**Order Form**"), contract conditions and the **Annexes** set out the terms of the contract between FSA and Campden BRI (Chipping Campden) Ltd for the provision of the deliverables set out in the Order Form.

We thank you for your co-operation to date and look forward to forging a successful working relationship resulting in a smooth and successful delivery of the deliverables. Please confirm your acceptance of the Conditions by signing and returning the Order Form to FSA via our e-Procurement system within **7** days from the date of this Order Form. No other form of acknowledgement will be accepted. Please remember to include the reference number above in any future communications relating to this contract.

We will then arrange for Order Form to be countersigned which will create a binding contract between us.

Yours faithfully,

[redacted]

[redacted]

Order Form

1. Contract Reference	FS304005	
2. Date	7th May 2020	
3. Buyer	FSA, Foss House, Peasholme Green, York, YO1 7PR	
4. Supplier	Campden BRI (Chipping Campden) Ltd, Station Road, Chipping Campden GL55 6LU	
5. The Contract	The Supplier shall supply the deliverables described below on the terms set out in this Order Form and the attached contract conditions ("**Conditions**") and any **Annexes**. Unless the context otherwise requires, capitalised expressions used in this Order Form have the same meanings as in Conditions. In the event of any conflict between this Order Form and the Conditions, this Order Form shall prevail. Please do not attach any Supplier terms and conditions to this Order Form as they will not be accepted by the Buyer and may delay conclusion of the Contract.	
6. Deliverables	**Goods**	None
	Services	To be performed at the Supplier's premises.
7. Specification	The Specification of the FSA Requirement is as set out in Annex 2. The Supplier's Proposal and Deliverables are set out in Annex 3.	
8. Term	The Term shall commence on **14th May 2020** and the Expiry Date shall be **4th December 2020** unless it is otherwise extended or terminated in accordance with the terms and conditions of the Contract. The Buyer may extend the Contract for a period of up to 6 months by giving not less than 10 Working Days' notice in writing to the Supplier prior to the Expiry Date. The terms and conditions of the Contract shall apply throughout any such extended period.	
9. Charges	The Charges for the Deliverables shall be as set out in Annex 4**.**	

10. Payment	All invoices must be sent, quoting a valid purchase order number (PO Number), to: [redacted] Within **10** Working Days of receipt of your countersigned copy of this letter, we will send you a unique PO Number. You must be in receipt of a valid PO Number before submitting an invoice. To avoid delay in payment it is important that the invoice is compliant and that it includes a valid PO Number, PO Number item number (if applicable) and the details (name and telephone number) of your Buyer contact (i.e. Contract Manager). Non-compliant invoices will be sent back to you, which may lead to a delay in payment.
11. Buyer Authorised Representative(s)	For general liaison your contact will continue to be: [redacted] 70 Clive House, Petty France, London, SW1H 9EX [redacted]
12. Address for notices	**Buyer:** FSA, Foss House, Peasholme Green, York YO1 1PR Attention: **FSA Procurement** Email: FSA.Procurement@food.gov.uk **Supplier:** Campden BRI, Station Road, Chipping Campden GL55 6LU Attention: [redacted] [redacted]
13. Key Personnel	As Set out in Annex 3.

14. Procedures and Policies	The Buyer may require the Supplier to ensure that any person employed in the delivery of the Deliverables has undertaken a Disclosure and Barring Service check. The Supplier shall ensure that no person who discloses that he/she has a conviction that is relevant to the nature of the Contract, relevant to the work of the Buyer, or is of a type otherwise advised by the Buyer (each such conviction a "**Relevant Conviction**"), or is found by the Supplier to have a Relevant Conviction (whether as a result of a police check, a Disclosure and Barring Service check or otherwise) is employed or engaged in the provision of any part of the Deliverables.

Signed for and on behalf of the **Supplier**	Signed for and on behalf of the **Buyer**
Name: Job Title:	[redacted]
Date:	
Signature:	

Annex 1 – Authorised Processing Template

Contract:	**FS304005 Supply of Comparing international approaches to food safety regulation of GM and Novel Foods**
Date:	7th May 2020
Description Of Authorised Processing	**Details**
Subject matter of the processing	Both Parties agree that there will be no personal data processed as part of this agreement
Duration of the processing	
Nature and purposes of the processing	
Type of Personal Data	
Categories of Data Subject	

Annex 2 - Specification

GENERAL INTRODUCTION

1. The Food Standards Agency is a non-ministerial government department working across England, Wales and Northern Ireland to protect public health and consumers' wider interest in food and feed.

2. The Agency is committed to openness, transparency and equality of treatment to all suppliers. To support these principles, for science projects the final project report will be published on the Food Standards Agency website (www.food.gov.uk). For science projects we will encourage contractors to publish their work in peer reviewed scientific publications wherever possible. Also, in line with the Government's Transparency Agenda, which aims to encourage more open access to data held by government, the Agency is developing a policy on the release of underpinning data from all of its science and evidence-gathering projects.

3. Data should be made freely available in an accessible format, as fully and as promptly as possible. Consideration should be given to data management as new contracts are being negotiated. Resource implications for this should be accounted for. The mechanism for publishing underpinning data should allow the widest opportunity to enable its re-use. Where possible, underpinning data should be included in the final project report. When data is included in the final report in pdf format, it should also be published separately in a format that can be used for further analysis. Large data sets can be provided separately in an annex to the report, and published, where possible, alongside the final report online.

4. Where it is more appropriate to publish underpinning data in an existing database, archive, repository or other community resource, or for data to be saved in a specialist proprietary format, information should be provided on how the data can be accessed. There will be some circumstances where release of data may need to be restricted or anonymised for reasons of commercial and/or personal sensitivities.

Summary of requirements

5. As the UK exits the European Union, the FSA will assume responsibilities currently held by the European Food Safety Authority (EFSA) such as conducting risk assessments and analysis. The FSA is committed to having in place a robust and effective regulatory regime that guarantees the high standard of food safety and consumer confidence will be maintained. Therefore, the FSA aims to commission this horizon scanning project to better understand the regulatory frameworks deployed to protecting public health when trading in these commodities.

6. Novel foods and Genetically Modified Organisms (GMOs) are of significant interest to the FSA due to the large variation in regulatory approaches around the world (with some countries taking a more cautious approach compared to others who are more open to the cultivation and use of GMOs) and the varying definitions and classifications applied across different parts of the world. Understanding how third countries' regulatory standards and approaches differ from the current UK (EU) regulation will help the FSA prepare for the regulation of these products under changing trade patterns.

7. The specific objectives of this research are to understand:

    - How different non-EU countries regulate and authorise novel foods and GMOs compared to the UK and what their regulatory system comprises of, including their approaches to authorisation processes and production standards;

    - With respect to international trade;

        - How non-EU countries with different regulatory systems are able to protect public health and trust whilst facilitating trade agreements;

        - How non-EU countries build upon the basic minimum food safety measures recognised by the WTO and Codex Alimentarius.

8. The successful supplier is expected to complete a qualitative assessment to address these questions which should comprise of both a systematic literature review and direct engagement with relevant stakeholders where appropriate.

A. SPECIFICATION

Strategic Need

9. The FSA ensures that food consumed in the UK is safe to eat and that consumers can operate and engage freely in a food system they can trust. To achieve this, the FSA has developed a horizon scanning capability to better understand emerging risks and global differences in food safety regulation. This was prompted by the Food Standards Agency Strategic Plan 2015-2020 which aims to build and apply horizon scanning and emerging risks analytical capability. Horizon scanning will allow the FSA to build resilience in current and future policy and to mitigate unwanted surprises in a rapidly changing food system. This will ensure that the FSA is at the forefront of understanding changes to the food system and that we can harness innovation and anticipate future risks which could have an impact on our mandated responsibility to protect public health.

10. Novel foods and biotechnology, most notably Genetically Modified Organisms (GMOs), have a wide array of regulatory approaches and standards across different countries making it an area of particular research interest for the FSA. As the responsible body to protect consumers from food and feed risks, understanding the differences in regulations across different third countries will be essential when supporting cross-government workstreams on the UK's future trade relationships. Identifying where the risks are and could emerge in future is a fundamental role the FSA undertakes to keep consumer safety as the number one priority.

11. Therefore, the FSA is seeking to commission a study to assess differences between the FSA's regulatory approaches and those operated in other countries (specifically non-EU). The research will focus solely on the areas of novel foods and GMOs.

Research Aims

12. The overall objective of the research is to identify different regulatory approaches and processes deployed by non-EU countries and to assess how these regulations affect trade. The research should include all aspects of food safety regulation, including underlying legislation, authorisation processes and production standards. The research should also assess how relevant standards are assured via trade agreements and which impact such assurances have on trade volumes. The project will be split into two main phases as detailed below. **This is the evidence specification for the first phase only**, information on the expected second phase of the project has been included to provide the bigger strategic picture to suppliers and to enable them to tailor outputs to these objectives as far as possible. The following questions are a summary of the main areas of interest for phase 1 and 2 respectively and set out the key research questions that phase 1 aims to answer. Further detail on how these questions shall be answered for each policy area can be found in the area-specific sections below. To note that questions might be subject to change - the final set of questions will be agreed with the contractor.

Research Aims for Phase 1

Regulatory Systems:

- **Safety assessments**

    - What approaches do countries have in place for undertaking safety assessments? Do any countries use a more comprehensive and rigorous approval regime than the current UK/EU approach? How long do standard authorisations take and what are the requirements (including data/information) of the safety assessment?

- **Regulatory framework**

    - How do countries define Novel Foods and GMOs (including different types of GMOs)?

- What are the major food safety regulatory frameworks operated in other countries and how do they differ from the EU's framework? This should consider the whole framework from the authorisation process to production standards. This should also take into account the expected future direction of regulation (safety assessment techniques, technological advances and production controls such as labelling) if any changes are foreseeable.

- **Regulatory standards**

  - What are the major food safety regulatory standards operated in countries of interest and how do they differ from the EU's framework? This should include an assessment of minimum regulatory standards and private standards in operation and how they differ.
  - Are there any labelling and traceability requirements?
  - Are there any exemptions or reduced barriers for certain groups such as small businesses?

Trade:

- **Trade agreements**

  - How do countries with different regulatory systems protect public health whilst facilitating trade under trade agreements? How do these regulatory agreements build upon the international minimum food safety standards set out by the World Organisation for Animal Health (OIE) and Codex Alimentarius?

  - What are the key non-tariff measures (NTMs), specifically technical barriers to trade (TBT) and sanitary and phytosanitary (SPS) measures operated between third countries (specified for each area).

    - Are countries trading under differing regulatory systems able to assure compliance without physical checks at the border? If so, which mechanisms are in place to facilitate frictionless trade?

    - How do dual markets operate in the selected countries? Is there any legislation implemented or is there a market mechanism to ensure

compliance? How successful have previous examples been? Are goods traded under this system subject to border checks?[1]

- **Impact of Trade agreements**

  - How has the introduction of these trade agreements affected domestic businesses and Competent Authorities (CAs) with respect to GM/NF? Have additional responsibilities been created for the CAs or does the burden of compliance fall solely on the private sector?

  - Have there been any major changes to trade flows with respect to GM/NF as a result of trade agreements? This should include headline trade statistics for GMO and novel foods (import/export volumes) and be conducted on a summary of suitable evidence.

Other relevant factors

- Any other important relevant factors that the supplier identifies

Research Aims for Phase 2

13. Pending the outcome of this initial phase of the project, the FSA is considering commissioning a second project, which will be a more in-depth assessment of the effect on trade between countries with different regulatory systems (focusing on trade agreements) and the domestic economy. This will consider both the effect on the domestic economy, comprising of the compliance costs to affected businesses and competent authorities (CAs), and the effects on trade flows between the relevant parties. The exact requirements and plans for this phase are therefore highly dependent on the findings of phase 1.

Methodology

14. The deployed methodology will need to differ for separate parts of the project:

[1] Not required for novel foods

- Regulatory Systems and Trade Agreements: This part of the project will require a qualitative assessment of the regulatory landscape for both GMO and Novel Foods, including an exploration of trade agreements in place, for selected countries of interest. This assessment will, at a minimum, consider the highlighted areas outlined above. For all of these questions, the researcher will clearly identify and summarise the key structural differences between the selected countries of interest and the EU framework.

- Impact of Trade Agreements: The assessment of trade implications should be based on a targeted literature review and a mapping of baseline and historic trade relationships where appropriate. No sophisticated economic analysis is expected; however, an exploration and summary of baseline trade statistics and flows will be required.

15. The methodology for this project should utilise both primary and secondary data in order to address all of the research questions in sufficient depth. The supplier is expected to conduct a systematic literature review of regulations across the identified countries of interest for GMO and Novel Foods. It is anticipated that some of this information may not be available through a literature review approach so will require direct engagement with relevant stakeholders (incl. authorities in the respective countries). This will be subject to prior agreement with the FSA.

16. Case studies are also encouraged to be used for individual countries, markets or products to gain more insight and address the research questions. This is specifically encouraged when looking into dual markets.

17. The supplier is required to submit a detailed methodological plan and approach they deem appropriate to answer the research questions, which appreciates the challenges of conducting this research. Where assumptions are made, these must be explicitly stated along with the rationale behind their application. The correct methodological approach will be fundamental to the success of this project and its application into the second phase.

18. Future pathways could potentially diverge as new information and/or priorities come to light, so the FSA project officer will require close and frequent engagement from the supplier. Due to the nature of this work, regular check-ins will be required.

Scope

19. The research will be conducted for the areas of GM Food and Feed and Novel Foods. Relevant background information and specific research questions for both areas are provided below:

Genetically Modified (GM) Food & Feed:

20. European legislation defines Genetically Modified Organisms (GMOs) as organisms (i.e. plants or animals) in which the genetic material (DNA) has been altered in a way that does not occur naturally by mating and/or natural recombination. GMOs represent a frontier in agri-foods technological advancement. Gene-altering techniques promise to revolutionise (amongst other things) supply, crop yields, sustainability and the nutritional quality of food. The European Food Safety Authority (EFSA) currently conducts the safety assessment of GMOs including toxicological, allergens and nutritional testing. When products receive an authorisation, they must clearly be labelled as GMO, containing GMO ingredients or products of GMO. At present, the regulatory regime governing such products has remained cautious (especially in the EU), reflecting in-part the precautionary principle, public attitudes and political position. At present the EU have authorised GM varieties of soybean, maize, oilseed rape, cotton and sugar beet for food and feed use; with only one GM maize variety approved for cultivation.

21. As the market penetration of GM products in various Rest of World (RoW) markets is subject to domestic authorisation processes and procedures, the research should identify the differences in the safety assessment between the EU and the focal countries as well as mapping out which GM products and techniques are currently permitted. Specific consideration of the authorisation process will be required, including the procedures that products are subject to before being granted access to the market. What regulations must they adhere to once they have been authorised? Are there specific laws requiring labelling of GMOs? Are there any threshold limits for presence levels? Does labelling requirements apply to both imported goods and those which are to be exported?

22. How are different types of GMOs defined and regulated for each of the countries of interest? How are products derived from the new breeding techniques (NBTs) being regulated? Are GM plants, GM animals and GM microorganisms subject to distinctly different regulatory approaches? Are there differences to how GM food is being regulated compared to the GM for animal feed?

23. A major factor that researchers will need to consider is how public health and trust is protected via trade agreements with countries with different food standards. E.g. some countries operate a dual-market system as a way of simultaneously conducting trade with countries who operate on different standards and a wider approval of authorised GM. The supplier is expected to explore the mechanisms of such a system and the high-level impact it has on the food industry, consumers and the public sector (e.g. how is compliance to different standards assured and enforced, are goods subject to border checks, are there any financial implications for the domestic industry etc)? If fewer border checks are completed for this system, is there a higher food safety risk, including food fraud/non-compliance? These systems should be reviewed from a food safety standards perspective and an economic perspective.

24. The supplier is also expected to consider the future direction of GMO regulation across the countries of interest and the EU as far as possible. GMO is an especially sensitive area which has a history of high-profile opposition across the world, in Europe particularly. Countries are coming under more pressure to authorise more GM products as environmental sustainability because more prevalent. Whilst the EU is currently taking a cautious approach to GMOs, any change in their authorisations may change the landscape of potential trade flows and introduce new food/feed risks. Any conclusion that the researcher draws, should consider any planned or expected changes in regulations/regulatory approaches and/or consumer perception where evidence allows.

Novel Foods

25. Novel foods are defined as those which do not have a significant history of consumption in the UK and EU prior to 15 May 1997. This can either be because the food itself is new/different, its produced using new technology, or because the food, which is traditional to another country, has not been sufficiently consumed in the EU. Novel foods vary from meat grown in laboratories, concentrated components of

already consumed foods, to insects which have traditionally been eaten in South East Asian countries for years.

26. Novel Foods are currently subject to several different pieces of safety regulation. Before placing a Novel Food on the UK market, the producer requires a novel food authorisation for their product, for which they have to produce a detailed dossier, which includes toxicological testing to prove the safety of their product. This needs to be done each time a new ingredient is used. A similar process is in place to assess the risks if the food is to be used in a different way to the existing authorisation. For example, a change from using a specific extract in one food category to also use it in another, changing consumers exposure.

27. Most third countries operate different regulations to the EU on Novel Foods and new technologies. This research should investigate how other countries regulate Novel Foods and how they process applications (i.e. what is the legislation, what tests are they required to conduct, how long does it take, how strict are the measures, does novel food status expire?). Do other countries take a more risk-based approach to safety authorisation? How do other countries define Novel Foods, do they consider a different time-period for its consumption history?

28. Traditional foods from countries outside the EU and UK usually fall under the bracket of Novel Foods but sometimes are subject to slightly different authorisation processes than a 'new' food coming to market. This research should explore the different ways that countries regulate and classify traditional foods compared to Novel Foods and how their safety authorisation processes differ.

29. Within these varying regulatory standards across countries, how do private companies exploit flexibilities in the regulation? Are production standards in domestic countries applicable even if the product is not entering the domestic market? What ways do different regulators (central competent authorities responsible for food) address this problem?

30. We aim to develop our understanding of how countries with varying definitions and standards of Novel Foods facilitate trade with one another. The supplier is expected to conduct a high-level qualitative assessment of this impact on the food industry, private businesses and the public sector. How is public health protected from lower standards via trade agreements? How is compliance to different standards assured and enforced? If so, who does the burden fall on, private businesses or authorities?

Are goods subject to border checks? Are there any financial implications for the domestic industry etc)?

Countries of Interest

31. Provisionally identified countries of interest are summarised in the table below. To note that the final set of countries to include will be agreed with the supplier during the early stages of the project. This will ensure that this project is flexible and can remain responsive to changing policy and corporate priorities. The FSA is open to discuss if other countries might be better suited to explore, in particular if evidence derived during the early stages of the project suggests so.

Case Study	**Countries of interest**
GMO	USA, Canada, Argentina, Australia/New Zealand
Novel Foods	USA, Canada, Australia, Japan

Deliverables

32. **Output 1**: Qualitative Assessment of the differences of regulatory systems across the selected countries of interest compared to current UK regulations as an EU MS, including at a minimum:

- A definition of GMOs and Novel Foods for each country of interest;

- A review of the major food safety regulatory standards and frameworks operated in other countries and how they differ from the EU's framework. This should consider the whole framework from the authorisation process to production standards and what any expected future changes may be (if foreseeable);

- An assessment of whether regulatory and private standards differ in the selected countries;

- Explicit reasoning for the criteria of inclusion / exclusion of evidence;
- Any limitations of the assessment.

33. **Output 2**: Qualitative assessment of the trade agreements between countries with different food safety standards.

Deliverables should include at a minimum:

- A description of how countries with varying food safety standards facilitate trade under trade agreements. How do these regulatory agreements build upon the international minimum food safety standards set out by the World Organisation for Animal Health (OIE) and Codex Alimentarius?
- A process map of dual markets, including individual case studies.
- A summary of the key non-tariff measures (NTMs), specifically technical barriers to trade (TBT) and sanitary and phytosanitary (SPS) measures operated between countries (specified for each area).
- An outline of how the introduction of different trade agreements has affected domestic businesses and competent authorities with respect to Novel foods and GMOs?[2]
- A summary of any major changes to trade flows with respect to GMO/Novel Foods as a result of trade agreements. This should include the headline trade statistics for GMO and novel foods (import/export volumes) and be conducted on a summary of suitable evidence.
- Any limitations of the assessment.

**To note, this is a qualitative assessment, no sophisticated economic analysis is required for this phase of the project*

[2] To note, if the supplier deems it necessary to cover trade agreements in a separate output, this will be accepted.

34. **Output 3:** A draft final report, containing outputs 1 and 2 and placing it into the overall research context. This report should also include outputs from any workshops/interviews (if applicable). FSA's preferred reporting format is 1:3:25, where 1 refers to a one-page 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 report should contain an executive summary and be provided in electronic format (word).

35. **Output 4:** Agreed final report using the 1:3:25 format as stated above (excluding annexes). The report should contain a project summary, an executive summary, full report, and be provided in electronic format (word and PDF):
    - 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 main body of the report should include detailed analysis from outputs 1 and 2 whilst addressing each of the research questions.
    - PowerPoint presentation summarising the key research findings and recommendations.
    - Electronic files of the underpinning data which have been used as inputs or produced as (intermediate or final) outputs. The FSA's preferred format for numerical data are .xlsx files, but the data format can be agreed with the supplier.

36. Usually reports require two rounds of substantive comments by FSA officials for clarification (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 three 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.

37. 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 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

38. All reporting must be of publishable standard. Reports are expected to have been proofread before submission to the FSA. Copies of the final report should be provided in MS Word and any datasets in Excel. All data from this work should be checked, cleaned and quality assured, in a format that can be analysed by the FSA.

39. 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 management.[3]

40. 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.

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

Annex 3 – Suppliers Technical Proposal

Tender Application form for a project with the Food Standards Agency

- Applicants should complete each part of this application as fully and as clearly as possible
- Brief instructions are given in the grey boxes at the start of each section.
- Please submit the application through the Agency's eSourcing Portal (Bravo) by the deadline set in the invitation to tender document.

LEAD APPLICANT'S DETAILS							
Surname	[redacted]	First Name	[redacted]	Initial	[redacted]	Title	[redacted]
Organisation	Campden BRI (Chipping Campden) Ltd	Department	Information Services				
Street Address	Station Road						
Town/City	Chipping Campden	Country	Gloucestershire	Postcode	GL55 6LU		
Telephone No	[redacted]	E-mail Address	[redacted]				

Is your organisation is a **small and medium enterprise**. (EU recommendation 2003/361/EC refers http://www.hmrc.gov.uk/manuals/cirdmanual/cird92800.htm)	Yes		No	X

TENDER SUMMARY

TENDER TITLE

Comparing international approaches to food safety regulation of GM and Novel Foods

TENDER REFERENCE	**FS304005**		
PROPOSED START	[08/06/2020]	**PROPOSED END DATE**	[04/12/2020]

1: TENDER SUMMARY AND OBJECTIVES

A. TENDER SUMMARY

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

[redacted]

[redacted]

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

OBJECTIVES

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

[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]

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..

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B. INNOVATION

Please provide details of any aspect of the proposed work which are considered innovative in design and/or application? E.g. Introduction of new or significant improved products, services, methods, processes, markets and forms of organization .

3: THE PROJECT PLAN AND DELIVERABLES

A. THE PLAN

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

[redacted]

B. DELIVERABLES

Please outline the proposed project milestones and deliverables. Please provide a timetable of key dates or significant events for the project (for example fieldwork dates, dates for provision of research materials, draft and final reporting). Deliverables must be linked to the objectives.
For larger or more complex projects please insert as many deliverables /milestones as required.
Each deliverable should be:

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

Please insert additional rows to the table below as required.

A final deliverable pertaining to a retention fee of 20 % of the total value of the prosed 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
[redacted]		[redacted]
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]
[redacted]		[redacted]
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]
[redacted]		[redacted]
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]

4: ORGANISATIONAL EXPERIENCE, EXPERTISE and STAFF EFFORT

A. PARTICIPATING ORGANISATIONS' PAST PERFORMANCE

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

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

[redacted]

[redacted]

[redacted]

[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]

[redacted]

[redacted]	[redacted]	
[redacted]	[redacted]	
[redacted]	[redacted]	
[redacted]	[redacted]	[redacted]
	[redacted]	[redacted]
	[redacted]	[redacted]
[redacted]	[redacted]	
[redacted]	[redacted]	
[redacted]	[redacted]	

[redacted]

Example 4

[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.

Lead Applicant	Campden BRI (Chipping Campden) Limited

Named staff members, details of specialism and expertise.

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

C. STAFF EFFORT

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

Name and Role of Person where known/ Role of person to be recruited	Working hours per staff member on this project
[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]

5: PROJECT MANAGEMENT

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

[redacted]

[redacted]

[redacted]

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
[redacted]	[redacted]	[redacted]	[redacted]

			[redacted]
[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]	[redacted]

			[redacted]
[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]	[redacted]
			[redacted]

			[redacted]

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

[redacted]

B. ETHICS

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

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

[redacted]

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.

[redacted]

D. SUSTAINABILITY

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

[redacted]

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

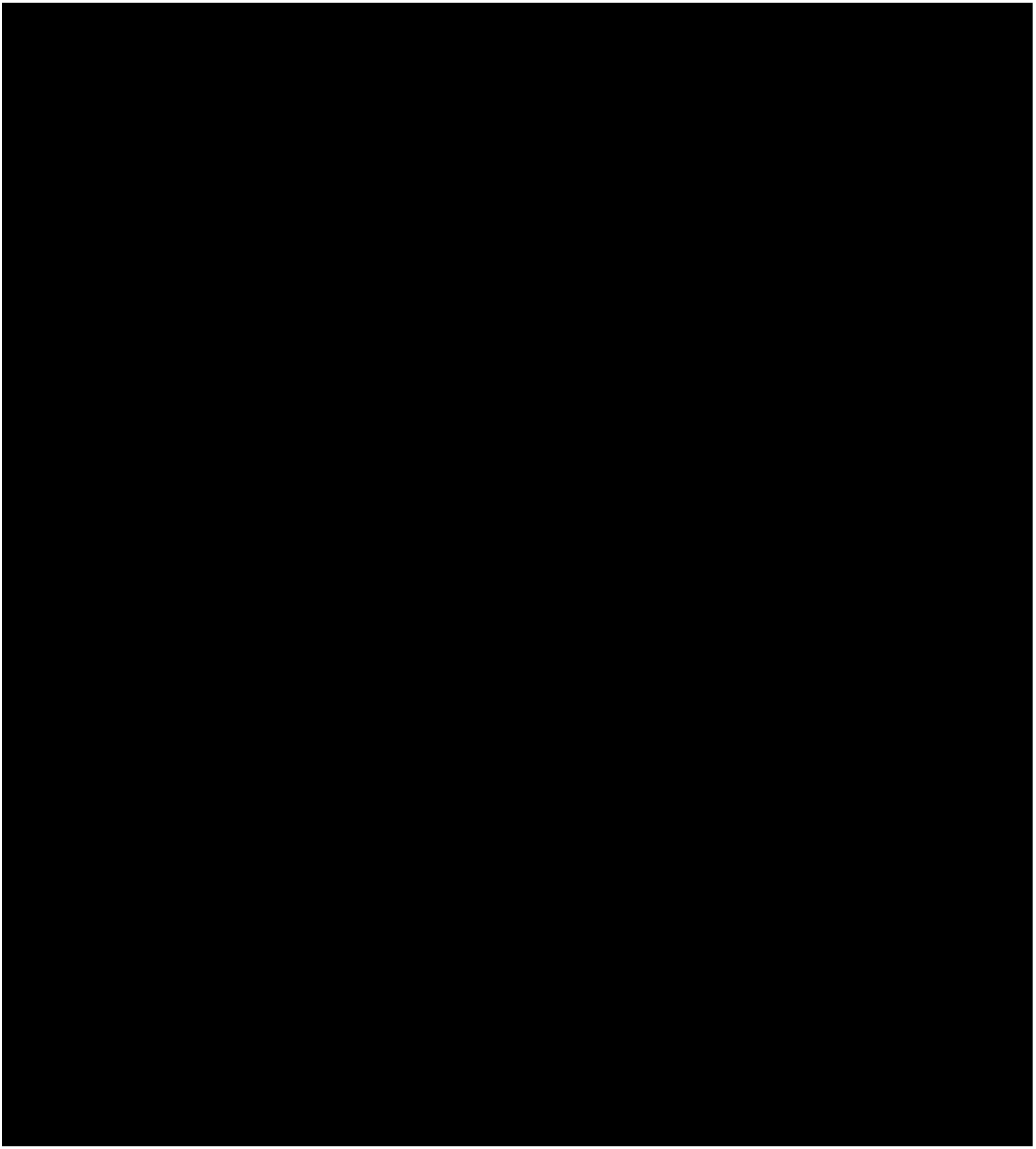
[redacted]

[redacted]

[redacted]

[redacted]

[redacted]



Annex 4 – Suppliers Financial Proposal

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

Tender Reference	FS304005

Tender Title	Comparing international approaches to food safety regulation of GM and Novel Foods

Full legal organisation name	Campden BRI (Chipping Campden) Limited

Main contact title	[redacted]
Main contact forname	[redacted]
Main contact surname	[redacted]

Main contact position	Information Services Manager
Main contact email	[redacted]
[redacted]	[redacted]

Will you charge the Agency VAT on this proposal?	Yes

***Please provide your VAT Registration number below**

Please state your VAT registration number:	[redacted]

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

Organisation	VAT Code*	Total (£)
Campden BRI (Chipping Campden) Ltd	Standard	£ 58,828.40
Total Project Costs (excluding VAT) **		**£ 58,828.40**

* Please indicate zero, exempt or standard rate. VAT charges not identified above will not be paid by the FSA

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

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

Project Costs Summary (*Automatically calculated*)

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

Total Project Costs	£	[redacted]

Staff Costs Table

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

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

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

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

Consumable/Equipment Costs

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

Item	Quantity	Cost/Item(£)	Total
[redacted]	1	£ [redacted]	£ [redacted]
		Total Material Costs	£ [redacted]

Travel and Subsistence Costs

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

Purpose of journey or description of subsistence cost	Frequency	Cost each (£)	Total Cost
Meetings at FSA offices re kick off and final meetings	[redacted]	[redacted]	£ [redacted]
	Total Travel and Subsistence Costs		£ [redacted]

The Pricing Schedule

Please complete a proposed schedule of payments below, **excluding VAT** to be charged by any subcontractors to the project lead applicant. This must add up to the same value as detailed in the Summary of project costs to FSA including participating organisations costs.

Where differing rates of VAT apply against the deliverables please provide details on separate lines.
Please link all deliverables (singly or grouped) to each payment. Please ensure that deliverable numbers are given as well as a brief description e.g. Deliverable 01/02: interim report submitted to the FSA, monthly report, interim report, final report
Payment will be made to the Contractor, as per the schedule of payments upon satisfactory completion of the deliverables.

30/03/2020

Proposed Project Start Date	**30-Mar-2020**	**Amount**				
Invoice Due Date	**Description as to which deliverables this invoice will refer to (*Please include the deliverable ref no(s) as appropriate)***	***Net**	** VAT Code	**§ Duration from start of project (Weeks)**	**§ Duration from start of project (Date)**	**Financial Year**
[redacted]	[redacted]	[redacted]		[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]		[redacted]	[redacted]	[redacted]
Retention/Final Deliverable	***	[redacted]				

Total	**£ 58,828.40**

* Please insert the amount to be invoiced net of any VAT for each deliverable

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

Summary of Payments

Financial Year (Update as applicable in YYYY-YY format)	2020-21	Retention	Total
Total Amount	[redacted]	[redacted]	£ 58,828.40

Short form Terms

1. Definitions used in the Contract

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

"Central Government Body"	means a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics: a) Government Department; b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal); c) Non-Ministerial Department; or d) Executive Agency;
"Charges"	means the charges for the Deliverables as specified in the Order Form;
"Confidential Information"	means all information, whether written or oral (however recorded), provided by the disclosing Party to the receiving Party and which (i) is known by the receiving Party to be confidential; (ii) is marked as or stated to be confidential; or (iii) ought reasonably to be considered by the receiving Party to be confidential;
"Contract"	means the contract between (i) the Buyer and (ii) the Supplier which is created by the Supplier's counter signing the Order Form and includes the Order Form and Annexes;
"Controller"	has the meaning given to it in the GDPR;
"Buyer"	means the person identified in the letterhead of the Order Form;
"Date of Delivery"	means that date by which the Deliverables must be delivered to the Buyer, as specified in the Order Form;
"Buyer Cause"	any breach of the obligations of the Buyer or any other default, act, omission, negligence or statement of the Buyer, of its employees, servants, agents in connection with or in relation to the subject-matter of the Contract and in respect of which the Buyer is liable to the Supplier;
"Data Protection Legislation"	(i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the Data Protection Act 2018 to the extent that it relates to processing

	of personal data and privacy; (iii) all applicable Law about the processing of personal data and privacy;
"Data Protection Impact Assessment"	an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data;
"Data Protection Officer"	has the meaning given to it in the GDPR;
"Data Subject"	has the meaning given to it in the GDPR;
"Data Loss Event"	any event that results, or may result, in unauthorised access to Personal Data held by the Supplier under this Contract, and/or actual or potential loss and/or destruction of Personal Data in breach of this Contract, including any Personal Data Breach;
"Data Subject Access Request"	a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;
"Deliver"	means hand over the Deliverables to the Buyer at the address and on the date specified in the Order Form, which shall include unloading and any other specific arrangements agreed in accordance with Clause [ ]. Delivered and Delivery shall be construed accordingly;
"Existing IPR"	any and all intellectual property rights that are owned by or licensed to either Party and which have been developed independently of the Contract (whether prior to the date of the Contract or otherwise);
"Expiry Date"	means the date for expiry of the Contract as set out in the Order Form;
"FOIA"	means the Freedom of Information Act 2000 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation;
"Force Majeure Event"	any event, occurrence, circumstance, matter or cause affecting the performance by either Party of its obligations under the Contract arising from acts, events, omissions, happenings or non-happenings beyond its reasonable control which prevent or materially delay it from performing its obligations under the Contract but excluding: i) any industrial dispute relating to the Supplier, the Supplier Staff (including any subsets of them) or any other failure in the Supplier or the Subcontractor's supply chain; ii) any event, occurrence, circumstance, matter or cause which is attributable to the wilful act, neglect or failure to take reasonable precautions against it by the Party concerned; and iii) any failure of delay caused by a lack of funds;

"GDPR"	the General Data Protection Regulation (Regulation (EU) 2016/679);
"Goods"	means the goods to be supplied by the Supplier to the Buyer under the Contract;
"Good Industry Practice"	standards, practices, methods and procedures conforming to the law and the exercise of the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged within the relevant industry or business sector;
"Government Data"	a) the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, including any of the Buyer's confidential information, and which: i) are supplied to the Supplier by or on behalf of the Buyer; or ii) the Supplier is required to generate, process, store or transmit pursuant to the Contract; or b) any Personal Data for which the Buyer is the Data Controller;
"Information"	has the meaning given under section 84 of the FOIA;
"Information Commissioner"	the UK's independent authority which deals with ensuring information relating to rights in the public interest and data privacy for individuals is met, whilst promoting openness by public bodies;
"Insolvency Event"	in respect of a person: a) if that person is insolvent; ii) if an order is made or a resolution is passed for the winding up of the person (other than voluntarily for the purpose of solvent amalgamation or reconstruction); iii) if an administrator or administrative receiver is appointed in respect of the whole or any part of the persons assets or business; iv) if the person makes any composition with its creditors or takes or suffers any similar or analogous action to any of the actions detailed in this definition as a result of debt in any jurisdiction;
"Key Personnel"	means any persons specified as such in the Order Form or otherwise notified as such by the Buyer to the Supplier in writing;
"LED"	Law Enforcement Directive (Directive (EU) 2016/680);
"New IPR"	all and intellectual property rights in any materials created or developed by or on behalf of the Supplier pursuant to the Contract but shall not include the Supplier's Existing IPR;
"Order Form"	means the letter from the Buyer to the Supplier printed above these terms and conditions;
"Party"	the Supplier or the Buyer (as appropriate) and "Parties" shall mean both of them;
"Personal Data"	has the meaning given to it in the GDPR;

"Personal Data Breach"	has the meaning given to it in the GDPR;
"Processor"	has the meaning given to it in the GDPR;
"Purchase Order Number"	means the Buyer's unique number relating to the order for Deliverables to be supplied by the Supplier to the Buyer in accordance with the terms of the Contract;
"Regulations"	the Public Contracts Regulations 2015 and/or the Public Contracts (Scotland) Regulations 2015 (as the context requires) as amended from time to time;
"Request for Information"	has the meaning set out in the FOIA or the Environmental Information Regulations 2004 as relevant (where the meaning set out for the term "request" shall apply);
"Services"	means the services to be supplied by the Supplier to the Buyer under the Contract;
"Specification"	means the specification for the Deliverables to be supplied by the Supplier to the Buyer (including as to quantity, description and quality) as specified in the Order Form;
"Staff"	means all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any sub-contractor of the Supplier engaged in the performance of the Supplier's obligations under the Contract;
"Staff Vetting Procedures"	means vetting procedures that accord with good industry practice or, where applicable, the Buyer's procedures for the vetting of personnel as provided to the Supplier from time to time;
"Subprocessor"	any third Party appointed to process Personal Data on behalf of the Supplier related to the Contract;
"Supplier Staff"	all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any Subcontractor engaged in the performance of the Supplier's obligations under a Contract;
"Supplier"	means the person named as Supplier in the Order Form;
"Term"	means the period from the start date of the Contract set out in the Order Form to the Expiry Date as such period may be extended in accordance with clause [ ] or terminated in accordance with the terms and conditions of the Contract;
"US-EU Privacy Shield Register"	a list of companies maintained by the United States of America Department for Commence that have self-certified their commitment to adhere to the European legislation relating to the processing of personal data to non-EU countries which is available online at: https://www.privacyshield.gov/list;

"VAT"	means value added tax in accordance with the provisions of the Value Added Tax Act 1994;
"Workers"	any one of the Supplier Staff which the Buyer, in its reasonable opinion, considers is an individual to which Procurement Policy Note 08/15 (Tax Arrangements of Public Appointees) (https://www.gov.uk/government/publications/procurement-policynote-0815-tax-arrangements-of-appointees) applies in respect of the Deliverables;
"Working Day"	means a day (other than a Saturday or Sunday) on which banks are open for business in the City of London.

2. Understanding the Contract

In the Contract, unless the context otherwise requires:

2.1 references to numbered clauses are references to the relevant clause in these terms and conditions;

2.2 any obligation on any Party not to do or omit to do anything shall include an obligation not to allow that thing to be done or omitted to be done;

2.3 the headings in this Contract are for information only and do not affect the interpretation of the Contract;

2.4 references to "writing" include printing, display on a screen and electronic transmission and other modes of representing or reproducing words in a visible form;

2.5 the singular includes the plural and vice versa;

2.6 a reference to any law includes a reference to that law as amended, extended, consolidated or re-enacted from time to time and to any legislation or byelaw made under that law; and

2.7 the word 'including', "for example" and similar words shall be understood as if they were immediately followed by the words "without limitation".

3. How the Contract works

3.1 The Order Form is an offer by the Buyer to purchase the Deliverables subject to and in accordance with the terms and conditions of the Contract.

3.2 The Supplier is deemed to accept the offer in the Order Form when the Buyer receives a copy of the Order Form signed by the Supplier.

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

4. What needs to be delivered

4.1 All Deliverables

(a) The Supplier must provide Deliverables: (i) in accordance with the Specification; (ii) to a professional standard; (iii) using reasonable skill and care; (iv) using Good Industry Practice; (v) using its own policies, processes and internal quality control measures as long as they don't conflict with the Contract; (vi) on the dates agreed; and (vii) that comply with all law.

(b) The Supplier must provide Deliverables with a warranty of at least 90 days (or longer where the Supplier offers a longer warranty period to its Buyers) from Delivery against all obvious defects.

4.2 Goods clauses

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

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

(c) The Supplier transfers ownership of the Goods on completion of delivery (including off-loading and stacking) or payment for those Goods, whichever is earlier.

(d) Risk in the Goods transfers to the Buyer on delivery, but remains with the Supplier if the Buyer notices damage following delivery and lets the Supplier know within three Working Days of delivery.

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

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

(g) The Supplier must provide sufficient packaging for the Goods to reach the point of delivery safely and undamaged.

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

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

(j) The Supplier will notify the Buyer of any request that Goods are returned to it or the manufacturer after the discovery of safety issues or defects that might endanger health or hinder performance and shall indemnify the Buyer against the costs arising as a result of any such request.

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

(l) The Supplier must at its own cost repair, replace, refund or substitute (at the Buyer's option and request) any Goods that the Buyer rejects because they don't conform with clause 4.2. If the Supplier doesn't do this it will pay the Buyer's costs including repair or re-supply by a third party.

(m) The Buyer will not be liable for any actions, claims, costs and expenses incurred by the Supplier or any third party during delivery of the Goods unless and to the extent that it is caused by negligence or other wrongful act of the Buyer or its servant or agent. If the Buyer suffers or incurs any damage or injury (whether fatal or otherwise) occurring in the course of delivery or

installation then the Supplier shall indemnify from any losses, charges costs or expenses which arise as a result of or in connection with such damage or injury where it is attributable to any act or omission of the Supplier or any of its [sub-suppliers].

4.3 Services clauses

(a) Late delivery of the Services will be a default of the Contract.

(b) The Supplier must co-operate with the Buyer and third party suppliers on all aspects connected with the delivery of the Services and ensure that Supplier Staff comply with any reasonable instructions including any security requirements.

(c) The Buyer must provide the Supplier with reasonable access to its premises at reasonable times for the purpose of supplying the Services

(d) The Supplier must at its own risk and expense provide all equipment required to deliver the Services. Any equipment provided by the Buyer to the Supplier for supplying the Services remains the property of the Buyer and is to be returned to the Buyer on expiry or termination of the Contract.

(e) The Supplier must allocate sufficient resources and appropriate expertise to the Contract.

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

(g) On completion of the Services, the Supplier is responsible for leaving the Buyer's premises in a clean, safe and tidy condition and making good any damage that it has caused to the Buyer's premises or property, other than fair wear and tear.

(h) The Supplier must ensure all Services, and anything used to deliver the Services, are of good quality [and free from defects].

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

5. Pricing and payments

5.1 In exchange for the Deliverables, the Supplier shall be entitled to invoice the Buyer for the charges in the Order Form. The Supplier shall raise invoices promptly and in any event within 90 days from when the charges are due.

5.2 All Charges:

(a) exclude VAT, which is payable on provision of a valid VAT invoice;

(b) include all costs connected with the supply of Deliverables.

5.3 The Buyer must pay the Supplier the charges within 30 days of receipt by the Buyer of a valid, undisputed invoice, in cleared funds to the Supplier's account stated in the Order Form.

5.4 A Supplier invoice is only valid if it:

(a) includes all appropriate references including the Purchase Order Number and other details reasonably requested by the Buyer;

(b) includes a detailed breakdown of Deliverables which have been delivered (if any).

5.5 If there is a dispute between the Parties as to the amount invoiced, the Buyer shall pay the undisputed amount. The Supplier shall not suspend the provision of the Deliverables unless the Supplier is entitled to terminate the Contract for a failure to pay undisputed sums in accordance with clause 11.6. Any disputed amounts shall be resolved through the dispute resolution procedure detailed in clause 33.

5.6 The Buyer may retain or set-off payment of any amount owed to it by the Supplier if notice and reasons are provided.

5.7 The Supplier must ensure that all subcontractors are paid, in full, within 30 days of receipt of a valid, undisputed invoice. If this doesn't happen, the Buyer can publish the details of the late payment or non-payment.

6. The Buyer's obligations to the Supplier

6.1 If Supplier fails to comply with the Contract as a result of a Buyer Cause:

(a) the Buyer cannot terminate the Contract under clause 11;
(b) the Supplier is entitled to reasonable and proven additional expenses and to relief from liability under this Contract;
(c) the Supplier is entitled to additional time needed to deliver the Deliverables;
(d) the Supplier cannot suspend the ongoing supply of Deliverables.

6.2 Clause 6.1 only applies if the Supplier:

(a) gives notice to the Buyer within 10 Working Days of becoming aware;
(b) demonstrates that the failure only happened because of the Buyer Cause;
(c) mitigated the impact of the Buyer Cause.

7. Record keeping and reporting

7.1 The Supplier must ensure that suitably qualified representatives attend progress meetings with the Buyer and provide progress reports when specified in the Order Form.

7.2 The Supplier must keep and maintain full and accurate records and accounts on everything to do with the Contract for seven years after the date of expiry or termination of the Contract.

7.3 The Supplier must allow any auditor appointed by the Buyer access to their premises to verify all contract accounts and records of everything to do with the Contract and provide copies for the audit.

7.4 The Supplier must provide information to the auditor and reasonable co-operation at their request.

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

(a) tell the Buyer and give reasons;
(b) propose corrective action;
(c) provide a deadline for completing the corrective action.

7.6 If the Buyer, acting reasonably, is concerned as to the financial stability of the Supplier such that it may impact on the continued performance of the Contract then the Buyer may:

(a) require that the Supplier provide to the Buyer (for its approval) a plan setting out how the Supplier will ensure continued performance of the Contract and the Supplier will make changes to such plan as reasonably required by the Buyer and once it is agreed then the Supplier shall act in accordance with such plan and report to the Buyer on demand

(b) if the Supplier fails to provide a plan or fails to agree any changes which are requested by the Buyer or fails to implement or provide updates on progress with the plan, terminate the Contract immediately for material breach (or on such date as the Buyer notifies).

8. Supplier staff

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

(a) be appropriately trained and qualified;

(b) be vetted using Good Industry Practice and in accordance with the [instructions issued by the Buyer in the Order Form] [Staff Vetting Procedures];

(c) comply with all conduct requirements when on the Buyer's premises.

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

8.3 If requested, the Supplier must replace any person whose acts or omissions have caused the Supplier to breach clause 8.

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

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

8.6 The Supplier shall use those persons nominated in the Order Form (if any) to provide the Deliverables and shall not remove or replace any of them unless:

(a) requested to do so by the Buyer (not to be unreasonably withheld or delayed);

(b) the person concerned resigns, retires or dies or is on maternity or long-term sick leave; or

(c) the person's employment or contractual arrangement with the Supplier or any subcontractor is terminated for material breach of contract by the employee.

9. Rights and protection

9.1 The Supplier warrants and represents that:

(a) it has full capacity and authority to enter into and to perform the Contract;

(b) the Contract is executed by its authorised representative;

(c) it is a legally valid and existing organisation incorporated in the place it was formed;

(d) there are no known legal or regulatory actions or investigations before any court, administrative body or arbitration tribunal pending or threatened against it or its affiliates that might affect its ability to perform the Contract;
(e) it maintains all necessary rights, authorisations, licences and consents to perform its obligations under the Contract;
(f) it doesn't have any contractual obligations which are likely to have a material adverse effect on its ability to perform the Contract; and
(g) it is not impacted by an Insolvency Event.

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

9.3 The Supplier indemnifies the Buyer against each of the following:
(a) wilful misconduct of the Supplier, any of its subcontractor and/or Supplier Staff that impacts the Contract;
(b) non-payment by the Supplier of any tax or National Insurance.

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

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

10. Intellectual Property Rights (IPRs)

10.1 Each Party keeps ownership of its own Existing IPRs. The Supplier gives the Buyer a non-exclusive, perpetual, royalty-free, irrevocable, transferable worldwide licence to use, change and sub-license the Supplier's Existing IPR to enable it and its sub-licensees to both:
(a) receive and use the Deliverables;
(b) use the New IPR.

10.2 Any New IPR created under the Contract is owned by the Buyer. The Buyer gives the Supplier a licence to use any Existing IPRs for the purpose of fulfilling its obligations under the Contract and a perpetual, royalty-free, non-exclusive licence to use any New IPRs.

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

10.4 Neither Party has the right to use the other Party's intellectual property rights, including any use of the other Party's names, logos or trademarks, except as provided in clause 10 or otherwise agreed in writing.

10.5 If any claim is made against the Buyer for actual or alleged infringement of a third party's intellectual property arising out of, or in connection with, the supply or use of the Deliverables (an "**IPR Claim**"), then the Supplier indemnifies the Buyer against all losses, damages, costs or expenses (including professional fees and fines) incurred as a result of the IPR Claim.

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

(a) obtain for the Buyer the rights in clauses 10.1 and 10.2 without infringing any third party intellectual property rights;

(b) replace or modify the relevant item with substitutes that don't infringe intellectual property rights without adversely affecting the functionality or performance of the Deliverables.

11. Ending the contract

11.1 The Contract takes effect on the date of or (if different) the date specified in the Order Form and ends on the earlier of the date of expiry or termination of the Contract or earlier if required by Law.

11.2 The Buyer can extend the Contract where set out in the Order Form in accordance with the terms in the Order Form.

11.3 Ending the Contract without a reason

The Buyer has the right to terminate the Contract at any time without reason or liability by giving the Supplier not less than 90 days' written notice and if it's terminated clause 11.5(b) to 11.5(g) applies.

11.4 When the Buyer can end the Contract

(a) If any of the following events happen, the Buyer has the right to immediately terminate its Contract by issuing a termination notice in writing to the Supplier:

(i) there's a Supplier Insolvency Event;

(ii) if the Supplier repeatedly breaches the Contract in a way to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms and conditions of the Contract;

(iii) if the Supplier is in material breach of any obligation which is capable of remedy, and that breach is not remedied within 30 days of the Supplier receiving notice specifying the breach and requiring it to be remedied;

(iv) there's a change of control (within the meaning of section 450 of the Corporation Tax Act 2010) of the Supplier which isn't pre-approved by the Buyer in writing;

(v) if the Buyer discovers that the Supplier was in one of the situations in 57 (1) or 57(2) of the Regulations at the time the Contract was awarded;

(vi) the Court of Justice of the European Union uses Article 258 of the Treaty on the Functioning of the European Union (TFEU) to declare that the Contract should not have been awarded to the Supplier because of a serious breach of the TFEU or the Regulations;

(vii) the Supplier or its affiliates embarrass or bring the Buyer into disrepute or diminish the public trust in them.

(b) If any of the events in 73(1) (a) to (c) of the Regulations (substantial modification, exclusion of the Supplier, procurement infringement) happen, the Buyer has the right to immediately terminate the Contract and clause 11.5(b) to 11.5(g) applies.

11.5 What happens if the Contract ends

Where the Buyer terminates the Contract under clause 11.4(a) all of the following apply:

(a) the Supplier is responsible for the Buyer's reasonable costs of procuring replacement deliverables for the rest of the term of the Contract;

(b) the Buyer's payment obligations under the terminated Contract stop immediately;

(c) accumulated rights of the Parties are not affected;

(d) the Supplier must promptly delete or return the Government Data except where required to retain copies by law;

(e) the Supplier must promptly return any of the Buyer's property provided under the Contract;

(f) the Supplier must, at no cost to the Buyer, give all reasonable assistance to the Buyer and any incoming supplier and co-operate fully in the handover and re-procurement;

(g) the following clauses survive the termination of the Contract: [3.2.10, 6, 7.2, 9, 11, 14, 15, 16, 17, 18, 34, 35] and any clauses which are expressly or by implication intended to continue.

11.6 When the Supplier can end the Contract

(a) The Supplier can issue a reminder notice if the Buyer does not pay an undisputed invoice on time. The Supplier can terminate the Contract if the Buyer fails to pay an undisputed invoiced sum due and worth over 10% of the total Contract value or £1,000, whichever is the lower, within 30 days of the date of the reminder notice.

(b) If a Supplier terminates the Contract under clause 11.6(a):

(i) the Buyer must promptly pay all outstanding charges incurred to the Supplier;

(ii) the Buyer must pay the Supplier reasonable committed and unavoidable losses as long as the Supplier provides a fully itemised and costed schedule with evidence - the maximum value of this payment is limited to the total sum payable to the Supplier if the Contract had not been terminated;

(iii) clauses 11.5(d) to 11.5(g) apply.

11.7 Partially ending and suspending the Contract

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

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

(c) The Parties must agree (in accordance with clause 24) any necessary variation required by clause 11.7, but the Supplier may not either:

(i) reject the variation;

(ii) increase the Charges, except where the right to partial termination is under clause 11.3.

(d) The Buyer can still use other rights available, or subsequently available to it if it acts on its rights under clause 11.7.

12. How much you can be held responsible for

12.1 Each Party's total aggregate liability under or in connection with the Contract (whether in tort, contract or otherwise) is no more than 125% of the Charges paid or payable to the Supplier.

12.2 No Party is liable to the other for:

(a) any indirect losses;

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

12.3 In spite of clause 12.1, neither Party limits or excludes any of the following:

(a) its liability for death or personal injury caused by its negligence, or that of its employees, agents or subcontractors;

(b) its liability for bribery or fraud or fraudulent misrepresentation by it or its employees;

(c) any liability that cannot be excluded or limited by law.

12.4 In spite of clause 12.1, the Supplier does not limit or exclude its liability for any indemnity given under clauses 7.5, 8.3, 9.5, 12.2 or 14.9.

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

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

13. Obeying the law

13.1 The Supplier must, in connection with provision of the Deliverables, use reasonable endeavours to:

(a) comply and procure that its subcontractors comply with the Supplier Code of Conduct appearing at (https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/646497/2017-09-13_Official_Sensitive_Supplier_Code_of_Conduct_September_2017.pdf) and such other corporate social responsibility requirements as the Buyer may notify to the Supplier from time to time;

(b) support the Buyer in fulfilling its Public Sector Equality duty under S149 of the Equality Act 2010;

(c) not use nor allow its subcontractors to use modern slavery, child labour or inhumane treatment;

(d) meet the applicable Government Buying Standards applicable to Deliverables which can be found online at: https://www.gov.uk/government/collections/sustainable-procurement-the-government-buying-standards-gbs

13.2 The Supplier indemnifies the Buyer against any costs resulting from any default by the Supplier relating to any applicable law to do with the Contract.

13.3 The Supplier must appoint a Compliance Officer who must be responsible for ensuring that the Supplier complies with Law, Clause 12.1 and Clauses 27 to 32

13.4 "Compliance Officer" the person(s) appointed by the Supplier who is responsible for ensuring that the Supplier complies with its legal obligations;

14. Data protection

14.1 The Buyer is the Controller and the Supplier is the Processor for the purposes of the Data Protection Legislation.

14.2 The Supplier must process Personal Data and ensure that Supplier Staff process Personal Data only in accordance with this Contract.

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

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

14.5 The Supplier must ensure that any Supplier system holding any Government Data, including back-up data, is a secure system that complies with the security requirements specified [in writing] by the Buyer.

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

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

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

(b) restore the Government Data itself or using a third party.

14.8 The Supplier must pay each Party's reasonable costs of complying with clause 14.7 unless the Buyer is at fault.

14.9 Only the Buyer can decide what processing of Personal Data a Supplier can do under the Contract and must specify it for the Contract using the template in Annex 1 of the Order Form (*Authorised Processing*).

14.10 The Supplier must only process Personal Data if authorised to do so in the Annex to the Order Form (*Authorised Processing*) by the Buyer. Any further written instructions relating to the processing of Personal Data are incorporated into Annex 1 of the Order Form.

14.11 The Supplier must give all reasonable assistance to the Buyer in the preparation of any Data Protection Impact Assessment before starting any processing, including:

(a) a systematic description of the expected processing and its purpose;

(b) the necessity and proportionality of the processing operations;

(c) the risks to the rights and freedoms of Data Subjects;

(d) the intended measures to address the risks, including safeguards, security measures and mechanisms to protect Personal Data.

14.12 The Supplier must notify the Buyer immediately if it thinks the Buyer's instructions breach the Data Protection Legislation.

14.13 The Supplier must put in place appropriate Protective Measures to protect against a Data Loss Event which must be approved by the Buyer.

14.14 If lawful to notify the Buyer, the Supplier must notify it if the Supplier is required to process Personal Data by Law promptly and before processing it.

14.15 The Supplier must take all reasonable steps to ensure the reliability and integrity of any Supplier Staff who have access to the Personal Data and ensure that they:

(a) are aware of and comply with the Supplier's duties under this clause 11;
(b) are subject to appropriate confidentiality undertakings with the Supplier or any Sub processor;
(c) are informed of the confidential nature of the Personal Data and do not provide any of the Personal Data to any third Party unless directed in writing to do so by the Buyer or as otherwise allowed by the Contract;
(d) have undergone adequate training in the use, care, protection and handling of Personal Data.

14.16 The Supplier must not transfer Personal Data outside of the EU unless all of the following are true:

(a) it has obtained prior written consent of the Buyer;
(b) the Buyer has decided that there are appropriate safeguards (in accordance with Article 46 of the GDPR);
(c) the Data Subject has enforceable rights and effective legal remedies when transferred;
(d) the Supplier meets its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred;
(e) where the Supplier is not bound by Data Protection Legislation it must use its best endeavours to help the Buyer meet its own obligations under Data Protection Legislation; and
(f) the Supplier complies with the Buyer's reasonable prior instructions about the processing of the Personal Data.

14.17 The Supplier must notify the Buyer 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 Contract;
(e) receives a request from any third Party for disclosure of Personal Data where compliance with the request is required or claims to be required by Law;
(f) becomes aware of a Data Loss Event.

14.18 Any requirement to notify under clause 14.17 includes the provision of further information to the Buyer in stages as details become available.

14.19 The Supplier must promptly provide the Buyer with full assistance in relation to any Party's obligations under Data Protection Legislation and any complaint, communication or request made under clause 14.17. This includes giving the Buyer:
(a) full details and copies of the complaint, communication or request;
(b) reasonably requested assistance so that it can comply with a Data Subject Access Request within the relevant timescales in the Data Protection Legislation;
(c) any Personal Data it holds in relation to a Data Subject on request;
(d) assistance that it requests following any Data Loss Event;
(e) assistance that it requests relating to a consultation with, or request from, the Information Commissioner's Office.

14.20 The Supplier must maintain full, accurate records and information to show it complies with this clause 14. This requirement does not apply where the Supplier employs fewer than 250 staff, unless either the Buyer determines that the processing:
(a) is not occasional;
(b) 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;
(c) is likely to result in a risk to the rights and freedoms of Data Subjects.

14.21 The Supplier must appoint a Data Protection Officer responsible for observing its obligations in this Schedule and give the Buyer their contact details.

14.22 Before allowing any Sub processor to process any Personal Data, the Supplier must:
(a) notify the Buyer in writing of the intended Sub processor and processing;
(b) obtain the written consent of the Buyer;
(c) enter into a written contract with the Sub processor so that this clause 14 applies to the Sub processor;
(d) provide the Buyer with any information about the Sub processor that the Buyer reasonably requires.

14.23 The Supplier remains fully liable for all acts or omissions of any Sub processor.

14.24 At any time the Buyer can, with 30 Working Days notice to the Supplier, change this clause 14 to:
(a) replace it with any applicable standard clauses (between the controller and processor) or similar terms forming part of an applicable certification scheme under GDPR Article 42;
(b) ensure it complies with guidance issued by the Information Commissioner's Office.

14.25 The Parties agree to take account of any non-mandatory guidance issued by the Information Commissioner's Office.

14.26 The Supplier:

(a) must provide the Buyer with all Government Data in an agreed open format within 10 Working Days of a written request;
(b) must have documented processes to guarantee prompt availability of Government Data if the Supplier stops trading;
(c) must securely destroy all Storage Media that has held Government Data at the end of life of that media using Good Industry Practice;
(d) securely erase all Government Data and any copies it holds when asked to do so by the Buyer unless required by Law to retain it;
(e) indemnifies the Buyer against any and all Losses incurred if the Supplier breaches clause 14 and any Data Protection Legislation.

15. What you must keep confidential

15.1 Each Party must:
(a) keep all Confidential Information it receives confidential and secure;
(b) not disclose, use or exploit the disclosing Party's Confidential Information without the disclosing Party's prior written consent, except for the purposes anticipated under the Contract;
(c) immediately notify the disclosing Party if it suspects unauthorised access, copying, use or disclosure of the Confidential Information.

15.2 In spite of clause 15.1, a Party may disclose Confidential Information which it receives from the disclosing Party in any of the following instances:
(a) where disclosure is required by applicable Law or by a court with the relevant jurisdiction if the recipient Party notifies the disclosing Party of the full circumstances, the affected Confidential Information and extent of the disclosure;
(b) if the recipient Party already had the information without obligation of confidentiality before it was disclosed by the disclosing Party;
(c) if the information was given to it by a third party without obligation of confidentiality;
(d) if the information was in the public domain at the time of the disclosure;
(e) if the information was independently developed without access to the disclosing Party's Confidential Information;
(f) to its auditors or for the purposes of regulatory requirements;
(g) on a confidential basis, to its professional advisers on a need-to-know basis;
(h) to the Serious Fraud Office where the recipient Party has reasonable grounds to believe that the disclosing Party is involved in activity that may be a criminal offence under the Bribery Act 2010.

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

15.4 The Buyer may disclose Confidential Information in any of the following cases:
(a) on a confidential basis to the employees, agents, consultants and contractors of the Buyer;
(b) on a confidential basis to any other Central Government Body, any successor body to a Central Government Body or any company that the Buyer transfers or proposes to transfer all or any part of its business to;

(c) if the Buyer (acting reasonably) considers disclosure necessary or appropriate to carry out its public functions;
(d) where requested by Parliament;
(e) under clauses 5.7 and 16.

15.5 For the purposes of clauses 15.2 to 15.4 references to disclosure on a confidential basis means disclosure under a confidentiality agreement or arrangement including terms as strict as those required in clause 15.

15.6 Information which is exempt from disclosure by clause 16 is not Confidential Information.

15.7 The Supplier must not make any press announcement or publicise the Contract or any part of it in any way, without the prior written consent of the Buyer and must take all reasonable steps to ensure that Supplier Staff do not either.

16. When you can share information

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

16.2 Within the required timescales the Supplier must give the Buyer full co-operation and information needed so the Buyer can:
(a) comply with any Freedom of Information Act (FOIA) request;
(b) comply with any Environmental Information Regulations (EIR) request.

16.3 The Buyer may talk to the Supplier to help it decide whether to publish information under clause 16. However, the extent, content and format of the disclosure is the Buyer's decision, which does not need to be reasonable.

17. Invalid parts of the contract

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

18. No other terms apply

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

19. Other people's rights in a contract

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

20. Circumstances beyond your control

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

(a) provides written notice to the other Party;

(b) uses all reasonable measures practical to reduce the impact of the Force Majeure Event.

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

20.3 Where a Party terminates under clause 20.2:

(a) each party must cover its own losses;

(b) clause 11.5(b) to 11.5(g) applies.

21. Relationships created by the contract

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

22. Giving up contract rights

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

23. Transferring responsibilities

23.1 The Supplier cannot assign the Contract without the Buyer's written consent.

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

23.3 When the Buyer uses its rights under clause 23.2 the Supplier must enter into a novation agreement in the form that the Buyer specifies.

23.4 The Supplier can terminate the Contract novated under clause 23.2 to a private sector body that is experiencing an Insolvency Event.

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

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

(a) their name;

(b) the scope of their appointment;

(c) the duration of their appointment.

24. Changing the contract

24.1 Either Party can request a variation to the Contract which is only effective if agreed in writing and signed by both Parties. The Buyer is not required to accept a variation request made by the Supplier.

25. How to communicate about the contract

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

25.2 Notices to the Buyer or Supplier must be sent to their address in the Order Form.

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

26. Preventing fraud, bribery and corruption

26.1 The Supplier shall not:

(a) commit any criminal offence referred to in the Regulations 57(1) and 57(2);

(b) offer, give, or agree to give anything, to any person (whether working for or engaged by the Buyer or any other public body) an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of the Contract or any other public function or for showing or refraining from showing favour or disfavour to any person in relation to the Contract or any other public function.

26.2 The Supplier shall take all reasonable steps (including creating, maintaining and enforcing adequate policies, procedures and records), in accordance with good industry practice, to prevent any matters referred to in clause 26.1 and any fraud by the Staff and the Supplier (including its shareholders, members and directors) in connection with the Contract and shall notify the Buyer immediately if it has reason to suspect that any such matters have occurred or is occurring or is likely to occur.

26.3 If the Supplier or the Staff engages in conduct prohibited by clause 26.1 or commits fraud in relation to the Contract or any other contract with the Crown (including the Buyer) the Buyer may:

(a) terminate the Contract and recover from the Supplier the amount of any loss suffered by the Buyer resulting from the termination, including the cost reasonably incurred by the Buyer of making other arrangements for the supply of the Deliverables and any additional expenditure incurred by the Buyer throughout the remainder of the Contract; or

(b) recover in full from the Supplier any other loss sustained by the Buyer in consequence of any breach of this clause.

27. Equality, diversity and human rights

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

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

(b) any other requirements and instructions which the Buyer reasonably imposes related to equality Law.

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

28. Health and safety

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

(a) all applicable law regarding health and safety;

(b) the Buyer's current health and safety policy while at the Buyer's premises, as provided to the Supplier.

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

29. Environment

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

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

30. Tax

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

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

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

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

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

(a) the Buyer may, at any time during the term of the Contract, request that the Worker provides information which demonstrates they comply with clause 30.2, or why those requirements do not apply, the Buyer can specify the information the Worker must provide and the deadline for responding;

(b) the Worker's contract may be terminated at the Buyer's request if the Worker fails to provide the information requested by the Buyer within the time specified by the Buyer;
(c) the Worker's contract may be terminated at the Buyer's request if the Worker provides information which the Buyer considers isn't good enough to demonstrate how it complies with clause 30.2 or confirms that the Worker is not complying with those requirements;
(d) the Buyer may supply any information they receive from the Worker to HMRC for revenue collection and management.

31. Conflict of interest

31.1 The Supplier must take action to ensure that neither the Supplier nor the Supplier Staff are placed in the position of an actual or potential conflict between the financial or personal duties of the Supplier or the Supplier Staff and the duties owed to the Buyer under the Contract, in the reasonable opinion of the Buyer.

31.2 The Supplier must promptly notify and provide details to the Buyer if a conflict of interest happens or is expected to happen.

31.3 The Buyer can terminate its Contract immediately by giving notice in writing to the Supplier or take any steps it thinks are necessary where there is or may be an actual or potential conflict of interest.

32. Reporting a breach of the contract

32.1 As soon as it is aware of it the Supplier and Supplier Staff must report to the Buyer any actual or suspected breach of law, clause 13.1, or clauses 26 to 31.

32.2 The Supplier must not retaliate against any of the Supplier Staff who in good faith reports a breach listed in clause 32.1.

33. Resolving disputes

33.1 If there is a dispute between the Parties, their senior representatives who have authority to settle the dispute will, within 28 days of a written request from the other Party, meet in good faith to resolve the dispute.

33.2 If the dispute is not resolved at that meeting, the Parties can attempt to settle it by mediation using the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure current at the time of the dispute. If the Parties cannot agree on a mediator, the mediator will be nominated by CEDR. If either Party does not wish to use, or continue to use mediation, or mediation does not resolve the dispute, the dispute must be resolved using clauses 33.3 to 33.5.

33.3 Unless the Buyer refers the dispute to arbitration using clause 33.4, the Parties irrevocably agree that the courts of England and Wales have the exclusive jurisdiction to:
(a) determine the dispute;
(b) grant interim remedies;
(c) grant any other provisional or protective relief.

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

33.5 The Buyer has the right to refer a dispute to arbitration even if the Supplier has started or has attempted to start court proceedings under clause 33.3, unless the Buyer has agreed to the court proceedings or participated in them. Even if court proceedings have started, the Parties must do everything necessary to ensure that the court proceedings are stayed in favour of any arbitration proceedings if they are started under clause 33.4.

33.6 The Supplier cannot suspend the performance of the Contract during any dispute.

34. Which law applies

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

APPENDIX A - VARIATION REQUEST FORM

Contract / Project Title: Contract / Project Ref No (FS /FSA No):
Full Description of Variation Request: A full justification and impact assessment including any supplementary evidence must be provided. Any supporting information should be appended to this form.
Area (s) Impacted: - Price ☐ Duration ☐ Price & Duration ☐ Scope of work ☐ Key Personnel ☐ Other ☐
Requester: Signature: Team / Organisation Date:
Supplier Contact Details Supplier Name : Contact Name : Contact Address : : Telephone No : Email Address :
FSA Use Only (Business Area) Amount Approved: Authorised By:- ☐ Cost Centre Manager ☐ Investment Board Signed : Date of Approval: **Please submit this form to** fsa.procurement@food.gov.uk

Procurement Use Only (confirm contract allows for requested variation)

Variation Request No:

Variation Request Approved by:

Date of Approval:

On full approval of this Request for Variation, Procurement will produce a Variation Form for agreement and approval by both parties to append to the Agreement / Contract.

APPENDIX B VARIATION FORM

PROJECT TITLE:

DATE:

VARIATION No:

BETWEEN:

The Food Standards Agency (hereinafter called "the Client") & Campden BRI (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: . . . . .