

LGC Limited,
Queens Road,
Teddington,
TW11 0LY

[REDACTED]
[REDACTED]

Date: 25th May 2023
Our ref: FS900344 / C161786

Dear Sir,

Supply of Public Analyst Training

Following your tender/ proposal for the supply of Public Analyst Training to Food Standards Agency, 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 Food Standards Agency 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. 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]
FSA Commercial

Order Form

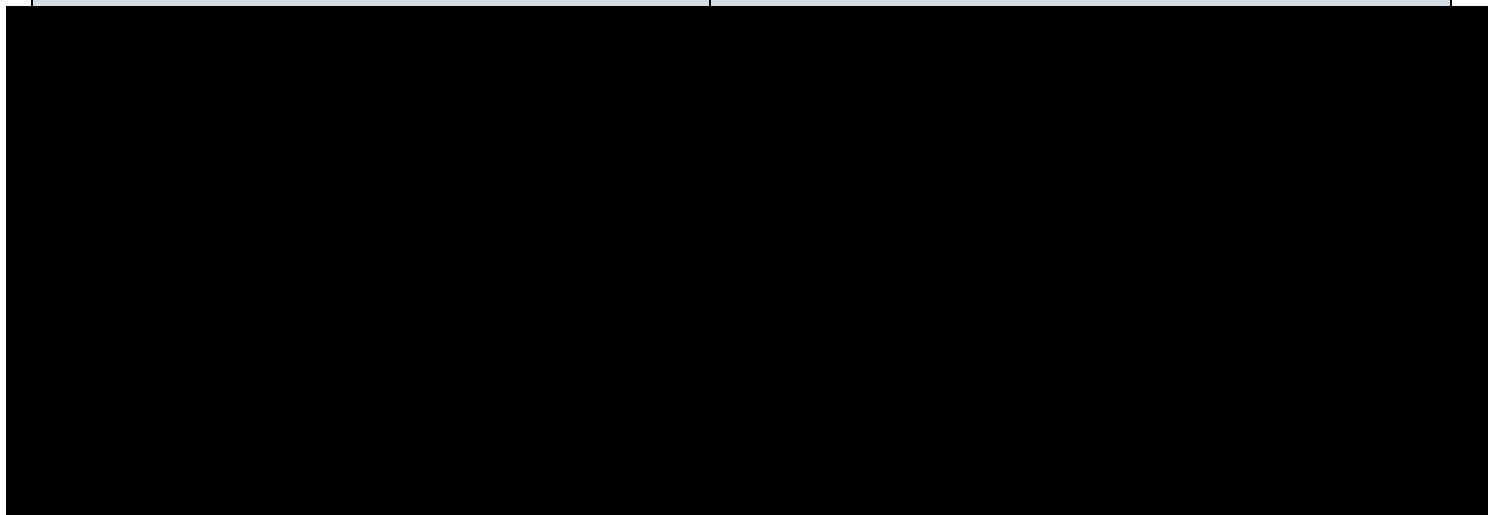
1. Contract Reference	FS900344 / C161786	
2. Date	15 June 2023	
3. Buyer	Food Standards Agency, Foss House, York, YO1 7PR	
4. Supplier/LGC Limited	LGC Limited, Queens Road, Teddington, TW11 0LY Company number: 02991879	
5. The Contract	<p>The Supplier shall supply the deliverables described below on the terms set out in this Order Form and the attached contract conditions ("Conditions") and any Annexes.</p> <p>Unless the context otherwise requires, capitalised expressions used in this Order Form have the same meanings as in Conditions.</p> <p>In the event of any conflict between this Order Form and the Conditions, this Order Form shall prevail.</p> <p>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.</p>	
6. Deliverables	Goods	None
	Services	To be performed at the Supplier's premises - See Annex 3 – Technical Proposal .
7. Specification	The specification of the Deliverables is as set out in Annex 2 – Specification .	

<p>8. Term</p>	<p>The Term shall commence on 1st June 2023</p> <p>and the Expiry Date shall be 31st March 2024, unless it is otherwise extended or terminated in accordance with the terms and conditions of the Contract.</p> <p>The Buyer may extend the Contract for a period of up to 3 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.</p>
<p>9. Charges</p>	<p>The Charges for the Deliverables shall be as set out in Annex 4.</p>
<p>10. Payment</p>	<p>All invoices must be sent, quoting a valid purchase order number (PO Number), to: Accounts-Payable.fsa@gov.sscl.com.</p> <p>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.</p> <p>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.</p> <p>If you have a query regarding an outstanding payment please contact our Accounts Payable section by email.</p>

11. Buyer Authorised Representative(s))	<p>For general liaison your contact will continue to be</p> <p>██ or, in</p> <p>their absence,</p> <p>██</p>
12. Address notices for	<p>Buyer:</p> <p>Food Standards Agency, Foss House, York, YO1 7PR</p> <p>Supplier:</p> <p>LGC Limited, Queens Road, Teddington, TW11 0LY</p>
13. Key Personnel	<p>Supplier:</p> <p>██</p> <p>██</p> <p>See Annex 3 – Technical Proposal.</p>
14. Procedures and Policies	<p>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.</p> <p>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.</p>

Signed for and on behalf of the **Supplier**

Signed for and on behalf of the **Buyer**



Annex 1 – Authorised Processing Template

Contract:	FS900344 / C161786 Public Analyst Training
Date:	25/05/2023
Description Of Authorised Processing	Details
Subject matter of the processing	<p><i>[This should be a high level, short description of what the processing is about i.e. its subject matter of the contract.]</i></p> <p><i>Example: The processing is needed in order to ensure that the Processor can effectively deliver the contract to provide a service to members of the public.]</i></p> <p>Public Analyst Training.</p>
Duration of the processing	<p><i>[Clearly set out the duration of the processing including dates]</i></p> <p>Per dates of contract.</p>
Nature and purposes of the processing	<p><i>[Please be as specific as possible, but make sure that you cover all intended purposes.]</i></p> <p><i>The nature of the processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) etc.</i></p> <p><i>The purpose might include: employment processing, statutory obligation, recruitment assessment etc]</i></p> <p>LGC will use Stakeholder contact data arising from the professional networks of those involved in the project, including Public Analyst candidates. Stakeholder's data will only be used and stored with their consent, and they have the right to withdraw this consent at any time.</p> <p>Data will be stored electronically in accordance with LGC's Information Security Management and Data Processing</p>

	policies (copies of which can were provided to the FSA as appendices to the tender for this contract).
Type of Personal Data	<p><i>[Examples here include: name, address, date of birth, NI number, telephone number, pay, images, biometric data etc]</i></p> <p>Stakeholder names/organisations, email addresses and telephone numbers.</p>
Categories of Data Subject	<p><i>[Examples include: Staff (including volunteers, agents, and temporary workers), customers/ clients, suppliers, patients, students / pupils, members of the public, users of a particular website etc]</i></p> <p>Stakeholder contact details. Low risk. No special category data involved.</p>

Annex 2 – Specification

THE SPECIFICATION

GENERAL INTRODUCTION

The Food Standards Agency is an independent Government department working across England, Wales and Northern Ireland to protect public health and consumers wider interest in food. We make sure food is safe and what it says it is.

The Agency is committed to openness, transparency and equality of treatment to all suppliers. As well as these principles, for science projects the final project report will be published on the Food Standards Agency website (www.food.gov.uk). For science projects we will encourage contractors to publish their work in peer reviewed scientific publications wherever possible. Also, in line with the Government's Transparency Agenda which aims to encourage more open access to data held by government, the Agency is developing a policy on the release of underpinning data from all of its science- and evidence-gathering projects. 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 taken into account. The mechanism for publishing underpinning data should allow the widest opportunity for enabling its re-use. Where possible, underpinning data should be included in the final project report. Where data are included in the final report in pdf format, they 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. 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 will 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.

As set out in the Food Safety Act 1990 and The Food Safety Sampling and Qualifications, only individuals possessing the Mastership in Chemical Analysis (MChemA) are eligible for appointment as a Public Analyst (PA). Under the act, every food authority in the UK is required to appoint a PA and official samples which should be analysed need to be sent to a PA. This document can be used in legal proceedings if required.

Before embarking on study for this postgraduate qualification, individuals must be professional members of the Royal Society of Chemistry (RSC) and have adequate experience in a PA OL (Public Analyst Official Laboratory) in the UK. As such they are subject to a rigorous code of conduct

and are required to maintain high standards of competence and ethical behaviour. They provide robust evidence of the essential skill set and experience required to ensure that the expertise is appropriate to meet the safety levels necessary to provide the consumer with confidence in the food supply.

The closure of several PA OLs and reduced budgets of the PA OLs left has led to reduced employment openings and a lack of long-term career opportunities. As a result, the age demographic of practising PAs suggests that many are close to retirement which could lead to the number of qualified PAs declining to critically low numbers. If PA OLs are unable to plan for the succession of the profession, LAs may not be able to appoint PAs and the FSA are at risk of failing to fulfil its statutory duty to safeguard public health and protect the interests of consumers in relation to food.

The FSA's vision for 2022-2027 is "Food you can trust" and addressing the decline in practising PAs is vital to ensure the safety and standards of the food we eat and have UK laboratory capability to test for food.

A. THE SPECIFICATION

1.0 Background

The Food Safety Act 1990 requires LAs to appoint PAs for chemical and compositional food sampling in a legal context and provide a CoA which is admissible as evidence in criminal proceedings. The MChemA qualification needed to become a PA is rightly challenging to achieve as it ensures extensive knowledge in chemical analysis and competence in providing an expert legal opinion on the quality, safety and probity of food.

A lack of PAs means that analyses that require the PA to undertake the test themselves, due to requiring specialised training, will have a very limited capacity. Moreover, PA OLs who lose their PA due to retirement, or fail to appoint one, will lose their ability to test samples under the Food Safety Act 1990 leading to an inability for them to take enforcement action.

Funding the training and continued professional development (CPD) of PAs and providing funding to backfill desk analyst roles in the laboratory could improve capacity and capability in PA OLs as outlined in the FSA Board Paper 2022. Providing such a succession plan will guarantee the future of the PA profession and the PA OL system.

2.0 The Project Specification

Applicants are invited to submit tenders outlining an approach to securing the future of the PA profession.

Tenders must demonstrate the design and delivery of a training programme which supports the development of PA trainees' skills, knowledge, and experience in a PA OL throughout their MChemA. This should enable trainees to be better equipped to become practising PAs and therefore support the succession planning of PAs in PA OLs, to ensure that they can continue to act as PA OLs in the future.

The following could be considered during the design of a training programme, but this is not an exhaustive list:

- Residential comprising of workshops, seminars and lectures for professional networking and a wide scope of learning opportunities.
- Providing trainees with exposure to a range of testing methods by giving them the opportunity to visit several PA OLs.
- Providing trainees with suggested reading, case studies, investigations, specimen exam questions, laboratory management job shadowing.
- Development of a skills, knowledge and experience tracker to monitor progress of the PA trainee.
- Bursaries for PA OL MChemA candidates for educational resources, examination costs, RSC membership and travel/accommodation to relevant training courses.
- Support to PA OLs who do not currently have a succession plan for PAs including the backfilling of analyst roles during PA training.

The FSA is seeking a provider that can deliver a service of value up to £50k across applicable PA OLs in the UK.

To be eligible, the contractor must:

- Have a designated manager with an MChemA qualification.
- Have a designated manager with experience of working as a PA in a PA OL.
- Have a designated manager who is familiar the RSC MChemA syllabus.
- Have experience in delivering training events to MChemA candidates.
- Not be currently working within a PA OL or have any other vested interest towards a particular PA OL.

3.0 Deliverables

It is anticipated that this project will deliver the following:

- The organisation and delivery of a minimum 6 hours of formal training / CPD events per year led by a range of experts (provided free of charge to MChemA candidates, including travel and accommodation expenses with justification from the laboratories to access this funding).

- Bursaries for MChemA candidates to fund RSC membership fees, examination fees and course material with justification from the laboratories to access this funding.
- Publication of training events and funding opportunities on the APA website and MChemA monthly newsletter.
- Updating of the APA website to provide the valuable training resources via the Educational Trust's training guides, links to the Journal Association of Public Analysts website and a forum for discussion and news sharing.
- Quarterly meetings with the FSA to feed back on the progress of the training programme.
- A high-level final report providing a summary and evaluation of activities provided to the MChemA candidates (including status of their MChemA qualification) and a review of the succession planning of PAs in each PA OL.

4.0 Key Performance Indicators

- A range of training events covering the variety of work undertaken by PAs to have been offered and attended by MChemA candidates.
- PA OLs have accessed the funding support.
- Positive student satisfaction in commissioned surveys to MChemA candidates accessing support through this funding.
- FSA have improved visibility of PA training and future support required.

The required timescales for delivery are listed below. Any risks to the delivery of the project must be highlighted in the expression of interest along with measures for mitigation. Quarterly meetings must be held between the contractor and the project officer to monitor the progress of the project.

Data Security

Please confirm in your tender that you have in place, or that you will have in place by contract award, the human and technical resources to perform the contract to ensure compliance with the General Data Protection Regulation and to ensure the protection of the rights of data subjects.

Please provide details of the technical facilities and measures (including systems and processes) you have in place, or will have in place by contract award, to ensure compliance with the General Data Protection Regulation and to ensure the protection of the rights of data subjects. Your response should include, but should not be limited to facilities and measures:

- to ensure ongoing confidentiality, integrity, availability and resilience of processing systems and services;
- to comply with the rights of data subjects in respect of receiving privacy information, and access, rectification, deletion and portability of personal data;

- to ensure that any consent based processing meets standards of active, informed consent, and that such consents are recorded and auditable;
- to ensure legal safeguards are in place to legitimise transfers of personal data outside the EU (if such transfers will take place);
- to maintain records of personal data processing activities; and
- to regularly test, assess and evaluate the effectiveness of the above measures.'

Annex 3 – 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.

TENDER TITLE

Public Analyst Training

TENDER REFERENCE

FS900344

PROPOSED START DATE

01/06/2023

PROPOSED END DATE

31/03/2024

1: TENDER SUMMARY AND OBJECTIVES

A. TENDER SUMMARY

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

The proposal is to work with interested stakeholders, namely, the Association of Public Analysts (APA) training committee, the APA Educational Trust, the Food Standards Agency and principally the candidates currently studying towards the MChemA qualification, to provide high quality bespoke training targeted to ensure that the candidates have the best possible opportunity to pass their exams. The aim is to provide in excess of 20 hours of formal training coupled with additional visits to OL's other than the candidates own lab provided at no cost to the candidate or OL.

The training will comprise a mixture of learning opportunities, including an in-person residential course, on-line seminars with tutorial style question and answer sessions, and with agreement from the with OL's inter-lab visits. Suitable experts will be identified and engaged to provide said training. This will be more generally supported by production of a revised study guide and provision of some example exam questions (where relevant).

The OL's will be supported in the provision of training to candidates, by ensuring all training is provided at no cost to the OL / candidate, by provision of bursaries to support the fees associated with the exam process, RSC membership and travel and subsistence costs for training.

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

OBJECTIVES

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

OBJECTIVE NUMBER	OBJECTIVE DESCRIPTION
1	IDENTIFY ALL ACTIVE CANDIDATES CURRENTLY STUDYING FOR THE MCHEMA EXAM AND INFORM THEM / HEADS OF LABS OF THIS PROGRAM
2	LIAISE DIRECTLY WITH THE CANDIDATES TO IDENTIFY TRAINING NEEDS
3	ORGANISE A TWO-DAY RESIDENTIAL TRAINING COURSE COVERING TOPICS IDENTIFIED BY OBJECTIVE 1 – TARGETED TOWARDS THOSE TOPICS THAT BENEFIT FROM BEING DELIVERED IN PERSON
4	ORGANISE A MINIMUM OF SIX ONE-HOUR ON-LINE SEMINARS / TUTORIALS
5	WORK WITH THE APA TRAINING COMMITTEE TO REVISE THE MCHEMA STUDY GUIDE
6	FACILITATE VISITS TO OL'S TO OFFER CANDIDATES THE BROADEST EXPOSURE TO EXPERIENCE AND TRAINING
7	WORK WITH HEADS OF OLS TO PROVIDE A PROPOSAL TO FSA WITH REGARDS TO OPTIONS TO SUPPORT THOSE OLS THAT DO NOT HAVE AN ACTIVE CANDIDATE / SUCCESSION PLAN.

DESCRIPTION OF APPROACH/SCOPE OF WORK

C. 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..

The scope of the project is to provide tailored training to MChemA candidates on a no-cost basis to support their studies, this will be achieved by:

Engaging directly with the candidates and OL's to identify training needs.

Planning based on the information gathered, designing a training regime that addresses the greatest deficiencies in knowledge.

Deliver the desired training through remote seminars, a residential course and visits to OL's.

Update training guides to ensure they are useful to candidates and relevant to the revised MChemA syllabus.

Support to both OL's and candidates to remove the cost burden for the additional training.

Check the outcomes by seeking feedback on the provided training, and checking understanding by provision of practice questions.

Report on progress and outcomes to the FSA.

D. 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

A TEAM COMPRISING SCIENTISTS, FOOD ANALYSIS EXPERTS AND TRAINERS WILL BE ENGAGED TO DELIVER THIS TRAINING PROGRAMME. THE COLLECTIVE CROSS-DISCIPLINE EXPERIENCE BROUGHT TO THE PROJECT BY THE PROJECT TEAM AND TRAINERS WILL ALLOW UPSKILLING OF MCHEMA CANDIDATES TO GIVE THEM THE BEST POSSIBLE OPPORTUNITY TO PASS THEIR EXAMS AND THUS ENSURE THE FUTURE OF THE PUBLIC ANALYST PROFESSION.

2: 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.

1. At contract start-up, all OL's will be written to, to inform them of this program, the support available, and to identify active (and potential) candidates.
2. Candidates will be contacted directly and a short interview arranged to establish where each candidate is within the MChemA exam process and what support is needed to assist with their studies.
3. Using the information gained from the interviews in point 2, a 2 day residential course will be organised at a suitable venue. The course will focus on those topics which are preferably delivered in person (e.g. microscopy). The aim would be to deliver the course in early September.
4. Develop a timetable of topics from point 2 which can be delivered as on-line seminars. Engage relevant lecturers and deliver the program with aim to complete by 31 March 2024.
5. Contact the Chair of the APA training committee and work with the committee to revisit and revise the study guide to reflect the current exam process and ensure that it is of use to candidates.
6. Work with heads of OL's to identify and execute opportunities for candidates to visit labs other than their own, to gain maximum learning experience during their studies. Such visits would be targeted towards a particular training topic, and would be aimed at gaining experience in a topic which is not currently undertaken within the candidates lab.
7. Where an OL has no active candidate / succession plan, discuss with the head of the lab the reasons behind this, and develop a fully costed plan to address this, for the FSA's consideration.

The project plan will need to be developed in conjunction with feedback from candidates and with cooperation from OL's, however, the project team have the necessary skills to implement the plan in this way, supported with proposed financial support for the OL's and candidates.

All training events will be publicised by i) direct email to the candidates, ii) advertising on the APA website (with the cooperation of the APA website administrator) and iii) through the RSC qualifications administrator (currently David Moulding).

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 proposed work will automatically be calculated on the financial template.

DELIVERABLE NUMBER OR MILESTONE IN ORDER OF EXPECTED	TARGET DATE	TITLE OF DELIVERABLE OR MILESTONE
M1	W/C 5 TH JUNE	Contract start-up meeting with FSA
D1	W/C 12 TH JUNE	Engage with OL's to identify active and potential candidates.
D2	W/C 12 TH JUNE	Engage directly with candidates to determine their progress with the MChemA exam process and identify training requirements. Where possible also include feedback from the candidates' counsellors.
M2	ON-GOING	Publication of training events and funding opportunities, via direct email, on the APA website and through the RSC's MChemA newsletter.
D3	JULY THROUGH MARCH 24	Organise and deliver a minimum of 6 one-hour online lecture / tutorials on topics identified from engagement with candidates.
D4	SEPT 2023	Delivery of a 2 day fully funded residential training course on topics identified from engagement with candidates.
D5	MARCH 2024	Provide, on application, bursaries to MChemA candidates to fund RSC membership fees, examination fees and course material provided suitable justification from the candidate / laboratory is received to access the funding.
M3	ON-GOING.	In cooperation with the APA website administrator, update the APA website to provide training resources via the Educational Trust's training guides, links to the Journal Association of Public Analysts website and a forum for discussion and news sharing.
M4	QUARTERLY	Quarterly meetings with the FSA to feed back on the progress of the training programme.

D6	MARCH 2024	Engage with OL's to arrange lab visits to address deficiencies in practical training aspects, including financially supporting OL's to provide the training and candidates to meet travel and subsistence expenses.
D7	31/03/2024	Provide a review of the succession planning of PAs in each PA OL with proposals to address any deficiencies.
M5	31/03/2024	Provide a final report to FSA summarising and evaluating activities provided to the MChemA candidates (including status of their MChemA qualification).

3: 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.

Example #01

Contractor: LGC

Contract Name: Joint Knowledge Transfer Framework for Food Standards and Food Safety Analysis

Contract Number: 30476

Organisation name: Department for Environment, Food & Rural Affairs (Defra)

[REDACTED]

A brief description of the work carried out, demonstration of relevant skills and expertise, and what skills the team used to ensure the project was successfully delivered:

The aim of this project is to deliver a strategic three (3) year co-funded programme of scientific knowledge transfer activities to ensure effective analytical laboratory capability in the UK for food standards and food safety analysis. The programme is designed to upskill laboratories on new and emerging food safety and standards detection methodologies, analysis and best-practice in their application, providing the tools and know-how to respond to current and emerging analytical needs. Knowledge transfer activities carried out as part of this 3 year project include.

- 18 e-seminars (examples of these include, Point of Contact instrumentation, Food Allergen Testing & CBD Testing)
- 6 webinars (examples of these include, The Global Honey Supply Chain & Fish Speciation for Food Authenticity)
- 1 workshop (Proteomics)
- Work instructions for the Detection and identification of DNA from species of the genus Prunus in samples of herbs and spices.

Example #02

Contractor: LGC

Contract Name: Government Chemist Programme 2020-2023: Dissemination and Training (GC/2020/KT)

Contract Number: GC/2020/KT

Organisation name: DSIT

[REDACTED]

A brief description of the work carried out, demonstration of relevant skills and expertise, and what skills the team used to ensure the project was successfully delivered:

This project provided effective and efficient mechanisms for disseminating the outputs of the Government Chemist programme, including learnings from referee cases (not sub judice), and advisory work, to the broader measurement community with the aim of preventing future disputes in these areas, guiding best measurement practice and informing regulation. These outcomes were achieved

through the continued provision of a dedicated web-presence on the GOV.UK website, the GC annual review (published 3 times over the course of the contract), a biennial science conference (delivered twice over the course of the contract), and case studies demonstrating how the programme has benefited stakeholders (published at a rate of ~2 per month via the GC website).

Expertise was also disseminated through the provision of training, both through delivery of the MChemA training course and through the Joint Knowledge Transfer Framework for Food Standards and Food Safety Analysis training programme. Both run collaboratively with government and public bodies to achieve maximum value for money and addressing one of the more pressing needs identified by stakeholders. Due to the challenges posed by COVID-19, the MChemA training course (in association with Reading University) was delivered as a series of evening seminars. The programme also delivered 5 training webinars on topics including screening of GMOs in rice products, measurement of CBD in food samples, NGS and dPCR technologies for food authenticity applications, and fish speciation.

Example #03

Contractor: LGC

Contract Name: Coordinator Role for Virtual Food Authenticity Network

Contract Number: 21694

Organisation name: Department for Environment, Food & Rural Affairs (Defra)

[REDACTED]

A brief description of the work carried out, demonstration of relevant skills and expertise, and what skills the team used to ensure the project was successfully delivered:

The Food Authenticity Network (FAN) (www.foodauthenticity.global) was initially set-up in 2015 as a direct response by the UK government to address Recommendation 4 of the Elliott Review on "Laboratory Services: Those involved with audit, inspection and enforcement must have access to resilient, sustainable laboratory services that use standardised, validated approaches".

FAN is the only network dedicated to food authenticity testing globally. It gathers information, in a structured manner and disseminates via its open access website (successfully set up by LGC), which can help to build a more resilient food supply chain by raising awareness of the tools available to check for mislabelling and food fraud so that ultimately, consumers can have greater confidence in the food they buy.

Since the project completion in April 2017, FAN was jointly funded by Defra, the Food Standards Agency and Food Standards Scotland until December 2018. Since January 2019, FAN has operated by LGC as a public private partnership that shares best practice information on food authenticity testing and food fraud mitigation helping to raise standards globally in this area and as such, plays a valuable role in the global fight against food fraud and positively influences food safety and security. Membership is now at nearly 4,000 members from 99 countries and in 2022, over 35,000 unique users from 165 countries accessed information on the website.

FAN provides demonstrable evidence of an excellent tool with global reach and inclusive networking capability to help ensure resilience and security in our food supply chains.

Additional LGC Experience

LGC provides a range of consultancy and research services in support of Government policy. These include statutory functions such as the GC Function. The role of the UK GC has existed formally since the 1875. Under the provisions of many Acts of Parliament, but significantly the Food Safety Act 1990 and the Agriculture Act 1970, the GC acts as an independent referee in cases of dispute between enforcement authorities and industry.

LGC also delivers National Reference Laboratory (NRL) functions for the following areas:

- Genetically modified organisms (GMOs) in food and feed – control and authorisation;
- Added water in poultry;
- Feed Additives – Authorisation;
- Feed Additives – Control;

Consequently, LGC staff are very familiar with the enforcement system in the operation in the UK for chemical contaminants because of the statutory and advisory responsibilities of the GC. LGC staff are in regular dialogue with Port Health officials, Trading Standards Officers, PAs, Agency officials and industry representatives in relation to possible, impending or actual official action regarding food contaminants.

Furthermore, the GC regularly produce documents in the form of guidance notes or other briefing notes that offer advice and procedure to reinforce current practice, examples include published papers on evaluation of data in the absence of statutory limits, a toolkit for

adopting a weight of evidence evaluation procedure (in production) and guidance on sampling of rice and rice products for genetically modified organisms.

The housing of the GC and the National Measurement Laboratory and Designated Institute for Chemical and Bio-measurement (NML) in the same organisation is of enormous benefit as they are synergistic statutory roles. In addition, the NRL and GC functions have been mutually complimentary and have augmented each other in terms of provision of expert advice and guidance: for the Chinese GM rice issue (EU Commission Implementing Decision 2011/884) the NRL position provided the knowledge regarding the legislation and guidance on the approved approaches for analysis, whilst the GC function has provided advice regarding the hands-on and practical application of the techniques required for analysis and the associated experience from experimental application. The resultant combined advice and experience, uniquely facilitated through the collective knowledge of the NRL and GC functions, has been disseminated to the benefit of stakeholders within the UK, and as the NRL, LGC is assisting in the upskilling of PA OLs in relation to GMO measurement capability.

LGC deploying the statutory functions of GC, NML for chemical measurements and NRL avoids technical duplication thus offering an efficient use of Government funds.

LGC Training

LGC has been providing training courses for analytical scientists worldwide for over 25 years. Our long history and role as the UK's National Measurement Laboratory for chemical and bio-measurement means that we have a wide range of expertise in analytical techniques such as chromatography, mass spectrometry and hyphenated techniques. We offer live courses both face-to-face and online, as well as web based eLearning modules. Our courses cover topics such as quality systems, statistics, method validation and measurement uncertainty. We offer a scheduled programme of courses, as well as delivering training for individual customers (both in-person and virtually). Details of our courses can be found at <https://www.lgcgroup.com/measurement-services/training-and-consultancy/our-training-courses/>

LGC also operates the Joint Knowledge Transfer Framework for Food Standards and Food Safety Analysis, which is a cross-government project (funded by the Department for Environment, Food and Rural Affairs, the Food Standards Agency, Food Standards Scotland and the GC) aimed at disseminating knowledge from government funded research to stakeholders to support UK laboratory capability and promote best practice in food safety and standards analysis. The project commenced in April 2017 and by March 2023, it is anticipated that twenty-nine knowledge transfer outputs will be delivered. Food authenticity related outputs can be found on the [Training pages](#) of the Food Authenticity Network, whilst all output (food safety and food authenticity) can be found on the Knowledge Resources section of the [Government Chemist website](#).

Additional activities at LGC that will benefit the project

Programme Management and Commercial team & Key Account Management team

LGC's National Laboratories operate a dedicated Key Account Management function, and together with the Programme management and commercial Team, they are responsible for managing government contracts and relationships. [REDACTED] the contract manager will function as the primary points of contact for commercial or contractual matters. This would include contract onboarding, the management of commercial reviews, contract variations, as well as performance reporting and route of escalation for issues arising.

The Programme Management and Commercial Team is part of the National Measurement Laboratory (NML) and is office-based providing programme, contract and commercial management to support to LGC's national roles as the NML and the GC. The team is composed of very experienced programme and project managers, commercial service managers (measurements, training and consultancy) and a continuous improvement manager. The team manages large Government programmes (>£12m per year) i.e. monitoring cost/progress, reporting and invoicing using our Enterprise Resource Management system. The team also deals with more than one hundred commercial projects per year, facilitating all the steps i.e. initial discussion, quotation, delivery, reporting and invoicing for the NML products and services. The delivery of this contract will be supported by this team.

As key account manager, [REDACTED] also continue to ensure excellent communication between the FSA and teams within LGC, ensuring the Agency is briefed on all aspects of this project and any relevant novel technologies, pilots and innovation taking place across the organisations that may be of interest

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

Lead Applicant	LGC Limited
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Named staff members, details of specialism and expertise.

LGC is a leading, global life science tools company, providing mission-critical components and solutions into high-growth application areas across the human healthcare and applied market segments. Our high quality product portfolio is comprised of mission-critical tools for genomic analysis and for quality assurance applications, which are typically embedded and recurring within our customers' products and workflows and are valued for their performance, quality and range.

[illegible]

Participant Organisation 1

Named staff members, details of specialism and expertise.

Trainers who are experts in their field, including current practicing public analysts, will be engaged to deliver training for both the residential course and the on line seminars.

Participant Organisation 2

Named staff members, details of specialism and expertise.

Participant Organisation 3

Named staff members, details of specialism and expertise.

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

4: 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.

The concept and practice of project management is well established within LGC and the organisation considers its implementation to be fundamental to the successful planning, execution and delivery of work programmes to complete customer satisfaction. LGC has accumulated considerable experience in the management and delivery of complex work programmes for its customers. LGC's proven track record of good delivery on customer projects owes much to careful planning and the systems in place for monitoring progress towards objectives.

LGC uses the following mechanisms for performance monitoring/measuring:

- Project Management Tools (IFS)
- Specific milestones and performance targets
- Contingency plans (including a Business Continuity Plan)

By comparing actual against planned progress on a frequent basis, (by regular meetings of Team Leader, project managers and other relevant staff) responsible staff are able to assess progress towards deliverables and, if necessary, make any adjustments to the resources required to ensure delivery within the specified time frame of the project as a whole.

In addition to the formal monitoring of project progress, all LGC staff work to an annual individually tailored forward job plan (FJP) agreed with their line managers. These in turn are linked to the business objectives and targets of the company and individual Teams. Individual objectives in a forward job plan at the team level will include work on specific customer programmes, expected outputs, and key performance indicators to monitor performance against the objectives set. FJPs are reviewed periodically and if necessary adjusted so that they remain aligned to our business and the services we provide to our customers.

Running in parallel to the operational performance programme, the financial performance of the project is monitored on a regular basis so that we remain competitive and provide value for money to the customer. LGC's financial reporting tools allow project managers to obtain detailed information on all financial aspects of each project.

Project management processes will adhere to the LGC Group Quality Manual and applicable local quality procedures. These set out the scope, objectives, responsibilities, and procedures required to delivered effective project management. To support this the NML operates a regime of regular internal audits conducted by our pool trained auditors to ensure that all quality control and quality assurance requirements are fully implemented.

All staff at LGC are trained following documented knowledge transfer programs and procedures. Their training and development needs are regularly reviewed. All instrumentation at LGC is appropriately calibrated and maintained. Local work instructions (WIs) are used in laboratories to provide detailed instructions for the calibration and operation of equipment such as daily temperature checks on fridges and freezers, daily balance checks and also to assess the suitability of use.

All of LGC's activities are registered under BS EN ISO 9001 (2002). The majority of analyses routinely offered by LGC are accredited by UKAS to ISO 17025 and specific areas are compliant with Good Laboratory Practice. The quality procedures followed by LGC are in line with the guidelines outlined in the Joint Code of Practice for Research.

[Redacted content]

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
Personnel	low	medium	No difficulties in personnel availability are foreseen at the current time. However, a deputy project lead [REDACTED] will be appointed in case of the primary project lead being unavailable. LGC possesses broad technical expertise, and this expertise does not lie exclusively with those named in this tender. As such alternative experts will be able to assist if required.
Insufficient capacity due to COVID-19 / other sickness absences	low	medium	1. Staff provided with laptops and secure 2-step log in (including independent user verification stage) so able and encouraged to work from home if necessary, minimising footfall on site. 2. LGC encouraging staff to adhere to national self-isolation/quarantining requirements. LGC has introduced a global policy allowing employees to request up to 10 days paid emergency leave to deal with exceptional, unplanned emergency situations that arise out of COVID-19.
Catastrophic incident	low	high	LGC maintains corporate and local registers to regularly review, prevent and mitigate the impact of anticipated risks, including critical supplier or facility loss. Approved secondary suppliers are in place for key items. LGC is a global business with multiple UK and international sites and could if necessary relocate delivery capabilities (staff, kit and consumables) to alternative location(s). As indicated above, staff are provided with laptops and remote access to LGC system to enable homeworking. Laboratory facilities are not required for this project.
IT system failure	low	medium	LGC's Risk Steering Committee conducts a quarterly review of risk-related matters, including cyberattacks. [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] More broadly, LGC's in-house IT Team has over 20 years of experience of working with LIMS systems and is part of our day-to-day practical processes at LGC. Once an issue has been resolved, a ticket is released to the team informing them that the system is now fully functional and can be used. The National Laboratories Division, where this project will be conducted, also has a dedicated IT manager to provide support on a local basis.

6. 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

LGC's reputation is built on quality. The services required for this contract can best be fulfilled effectively by an organisation with a commitment to total quality and a track record of delivering impartial advice. LGC's track record of, and commitment to, quality is reflected in its being among the first laboratories to achieve accreditation under:

- **BS EN ISO 9001:2015 (BS5750 Part 1)**

Granted March 1994, all Laboratory activities are covered, i.e. both scientific and support activities, e.g. customer relations and financial services.

- **ISO17034:2016**

Granted in 2006 (ISO Guide 34) for the general requirements for the competence of Reference Materials producers

- **Additional UK Accreditation Service, UKAS**

Granted April & November 1984 (testing & calibration respectively), LGC was one of the first laboratories to achieve this foremost assurance of analytical quality and reliability, and now has one of the most extensive scopes of accreditation to the requirements of ISO/IEC 17025:2015 of any laboratory in Europe.

- LGC is also accredited by UKAS for the provision of proficiency testing (PT) schemes to ISO 17043:2010, and for the production of Certified Reference Materials (CRMs) to ISO/IEC 17025:2015 in combination with ISO 17034:2016, being in the first tranche of accredited organisations for both these activities.
- LGC has ISO17025 accreditation to provide statements of opinions and interpretation in relation to referee analyst. This accreditation covers the interpretation of analytical data derived from prescribed methods of analysis and the expression of opinions with regard to product compliance with the relevant legislation.

The quality systems are formally documented in a Quality Manual as Quality Procedures and Work Instructions. Although these are controlled documents their inspection by customers and other interested parties can be arranged on request.

The Total Quality approach to all aspects of LGC's work is also characterised by:

- All of LGC's operations comply with the requirements of ISO 9001:2015;
- Recognition of LGC as the Government's Referee Analyst and cited explicitly in Acts of Parliament;
- Management of, and participation in, proficiency testing schemes, such as Aquacheck, CONTEST, FAPAS, Toytest, Quartz, Aims, DAPS, BAPS, UKNEQAS, UKFSLG, CTS, EUPTS and Asia
- Production, and use, of certified reference materials (CRMs) for traceability and calibration;
- A continuous improvement cycle to all aspects of service, including technical, commercial and customer relations;
- Regular internal audits to ensure that the highest standards of quality are maintained.

LGC is committed to continual improvement in quality and efficiency through a system of regular internal audits. These programs aim to identify areas where procedures can be improved to meet the needs of our customers and other stakeholders more effectively. In working towards continual improvement LGC is following the EFQM Excellence model to identify gaps and possible solutions.

The quality of the results we provide to our customers is a cornerstone of the service LGC provides. To help protect this high quality of service LGC ensures that competent staff are recruited to conduct its work. Further, a comprehensive training program is in place for all employees.

LGC is further committed to promoting QA within the whole of the analytical community. As the UK's designated Institute for chemical and biochemical measurements, LGC has a major role to play in helping to improve the accuracy and reliability of chemical and bio-measurements that are important to the UK's industrial competitiveness and quality of life. LGC's measurement science is recognised throughout the world and many of our experts represent UK metrology interests on European and international organisations.

Copies of LGC's UKAS and BS EN ISO 9001 certification, ISO 17025 for testing and certification laboratories (UKAS_testing_&_calibration (quality assurance)) the UKAS testing schedule (Schedule of accreditation (quality assurance)), and LGC's ESG Policy (LGC's policies and management systems) have been submitted as part of this tender as additional attachments. The LGC Quality Manual is a controlled document but can also be made available for inspection upon request.

LGC fully complies with the Joint Code of Practice for Research (JCoPR). In the case of this contract, no laboratory work is envisaged – therefore the JCoPR would only apply to any laboratory work undertaken in response to an emerging issue.

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

All activities undertaken by LGC will be conducted under the LGC Code of Ethics (a copy of which is included in the appendices to this tender). This code places the LGC values of "integrity" and "respect" at the heart of LGC's mission of "Science for a Safer World" and outlines the high ethical standards expected by LGC from its employees, consultants, and contractors.

A commitment to high ethical standards has been at the heart of LGC since we started as the UK 'Laboratory of the Board of Excise' testing the integrity of products in 1842. Today, as an international leader in the extended life sciences sector it is important our commitment to the highest professional and ethical standards is understood and embedded throughout our business. We expect our employees, consultants and contractors to do the right thing. This is integral to our purpose of "Science for a Safer World" and is reflected in our core values of "integrity" and "respect".

Our commitment to high ethical standards:

- Raise a concern
- Following laws and regulations
- Anti-bribery and corruption – including gifts and hospitality and charitable and political donations and sponsorship
- Fair competition – anti-trust and competition
- Trade sanctions
- Handling information – personal data and customer inside information
- Financial records – accurate records which do not mislead or misrepresent
- Anti-facilitation of tax evasion
- Supplier management - what we expect from our suppliers
- Treating people with respect – harassment, bullying, victimisation and discrimination
- Our staff responsibility.

LGC also has a central Bio-Ethics Committee to provide consistent and formal advice to staff on the compliance of all work undertaken with respect to the Human Tissue Act the in the UK. However, there are no bio-ethical issues ethical anticipated under this project.

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) 2018 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.

To protect its business information and that of its customers, LGC's official Information Security Policy ensures that information assets (internal and external) are protected from threats and used appropriately. LGC is well versed in dealing with confidential information. All staff are bound by confidentiality agreements and LGC's long history of customs and forensic science work makes security and confidentiality arrangements commonplace.

LGC operates a policy of performing suitability checks on new staff to ensure their eligibility for appointment. This includes checks to ensure suitability, integrity and experience and the methods employed are:

- Character references
- Health declaration form, supplemented as required by examination/referral to occupational health service
- Nationality, birth certificate, passport and other relevant certificates such as marriage, alien etc.
- Education and professional attainment – relevant certificates of qualification

In certain cases, LGC staff involved in particularly sensitive activities are cleared to Security Check (SC) or Developed Vetting (DV) level as appropriate. It is recognised that for the delivery of this contract, background checks on new staff will need to be implemented. Job descriptions exist for each category of role and there is a clear differentiation between the job responsibilities, the skills required to carry out the role, and the purpose of the specific role. Access to sensitive data is managed according to the individual's role and authorisation level.

It is also recognized that access to mobile devices might be prohibited for staff delivering unless encrypted devices are used.

Sub-contractors/Consultants are required to sign a comprehensive Consultancy Agreement containing Confidentiality and Non-Disclosure clauses and consultants' access to facilities and material is controlled. Subcontractors, including maintenance staff, who are not able to demonstrate that they have suitable security clearance are supervised at all times whilst on site. Selection of subcontractors will be in accordance with LGC HS&I quality procedure 'QM MI 006', a copy of which can be provided upon request.

Control of documents including (but not limited to) Standard Operating Procedures, Work Instructions, Experimental Data, and reports will be undertaken in accordance HS&I quality procedure 'QM QI 001', a copy of which can be provided upon request. Documents under ISO 9001, 17025, and 17034 will be created, issued, and controlled in accordance with the requirements of the management systems in operation.

GDPR policy

We perform Personal Information Assessments and Risk Assessments for all our contracts and arrangements are summarised in QM MI 018 GDPR Management

Information security

LGC uses its information systems to process a range of commercially sensitive information. As such, the information systems and the data processed therein are to be afforded a level of protection commensurate with its sensitivity. The purpose of the information systems is to collect, store and allow the authorised retrieval of data. It is therefore imperative that the confidentiality, integrity and availability of the information systems and associated data are protected at all times.

- LGC has a well-established security organisation and information security management system which is supported by senior management and is aligned with the principles of ISO 27001.
- LGC holds a Cyber Essentials certificate, a copy of which is included as a supplementary document to this tender.
- LGC's Enterprise Risk Steering Committee is responsible for management of risk throughout the organisation. It is chaired by the Group CFO who acts as Senior Information Risk Owner.
- The Computer Security Incident Response Team is responsible for responding to cyber security incidents and reporting outcomes to the Enterprise Risk Management team. Incident details are reported to the LGC Board on a monthly basis.
- Cyber security is embedded within LGC's IT processes, including change management.
- LGC has a well-defined security architecture and associated technologies.
- A multi-layer vulnerability management programme is in operation with regular assessments conducted by both internal personnel and external specialists.
- LGC operates a comprehensive staff security training and awareness programme, including mandatory annual refresher training and monthly phishing simulations.

LGC's IT and cyber security arrangements are summarised in QM MI 017 'LGC IT and Cyber arrangements', a copy of which is included as a supporting document to this tender.

Specific GDPR requirements for this project:

LGC will comply with General Data Protection Regulation (GDPR) and ensure that any information collected, processed and transferred on behalf of the FSA will be managed, held, handled and transferred securely. LGC understands that it will be assigned the role of 'Data Processor' for the duration of the contract and the FSA will act as the 'Data Controller'.

Compliance with GDPR will be an agenda item for the project kick off meeting. All subcontractors will be asked to attend this meeting to ensure that they are aware of their obligations. GDPR requirements from the header contract between LGC and FSA will be flowed down to subcontracts as appropriate.

The Data Processor (LGC) will:

- Process any personal data only on the documented instructions of the Controller (the FSA).
- Comply with security obligations equivalent to those imposed on the Controller (implementing a level of security for the personal data appropriate to the risk).
- Ensure that persons authorised to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.
- Only appoint Sub-processors with the Controller's prior specific or general written authorisation, and impose the same minimum terms imposed on it on the Sub-processor; and the original Processor will remain liable to the Controller for the Sub-processor's compliance. The Sub-processor must provide sufficient guarantees to implement appropriate technical and organisational measures to demonstrate compliance. In the case of general written authorisation, Processors must inform Controllers of intended changes in their Sub-processor arrangements.
- Make available to the Controller all information necessary to demonstrate compliance with the obligations laid down in Article 28 GDPR and allow for and contribute to audits, including inspections, conducted by the Controller or another auditor mandated by the Controller - and the Processor shall immediately inform the controller if, in its opinion, an instruction infringes GDPR or other EU or member state data protection provisions.
- Assist the Controller in carrying out its obligations with regard to requests by data subjects to exercise their rights under chapter III of the GDPR, noting different rights may apply depending on the specific legal basis for the processing activity (and should be clarified by the Controller up-front).
- Assist the Controller in ensuring compliance with the obligations to implementing a level of security for the personal data appropriate to the risk, considering the nature of processing and the information available to the Processor.

- Assist the Controller in ensuring compliance with the obligations to carry out Data Protection Impact Assessments, considering the nature of processing and the information available to the Processor; and
- Notify the Controller without undue delay after becoming aware of a personal data breach.

For this contract, it is proposed to use a Microsoft 365 platform (SharePoint online or Teams, as appropriate) to exchange information between FSA, LGC, and subcontractors. Access to this will be granted only to authorised staff. LGC's M365 solution ensures that data will be stored within one of three different Microsoft UK data centres and backed-up to different physical location within the UK. LGC uses Microsoft's 365 portal to authenticate user accounts. Use of Multi-Factor Authentication (MFA) is mandatory on all user accounts used to access LGC's network. MFA is via text message or an authentication app.

It is noted that for the purposes of this tender data is held by organisations external to LGC (e.g. the RSC), LGC will therefore work with those organisations within the bounds of GDPR to ensure that data is protected and used in an appropriate manner where it is provided.

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)

LGC Sustainability Policy

LGC is committed to a policy of sustainable development that meets the needs of the present, without compromising the ability of future generation to meet their own needs. LGC has set specific goals and targets for sustainability. LGC recognises that its activities have the potential for both positive and negative impacts upon the environment at local, national and global levels. LGC acknowledges the importance of delivering a sustainable service that will contribute to an increase in the quality of life and of the environment. To deliver our goals and strategies LGC will: Communicate LGC's Sustainability Policy and strategy to staff and stakeholders and raise awareness of their sustainability responsibilities and the requirement to commit to environmental improvements; Set continuous improvement targets by which LGC's performance can be measured, demonstrated and reported to LGC's Board; Identify opportunities and take action where practicable to improve the sustainability of LGC's activities, products and operations; Reduce waste created and where possible reuse and recycle before responsible disposal of surplus materials; Comply fully and where possible exceed standards set in relevant UK, EU and international regulatory requirements and agreements; Deliver a travel plan to implement measures to encourage walking, cycling, the use of public transport and a car share scheme as the principle means for commuting to LGC sites; Provide the right level of advice, awareness and competency to staff and to our contractors' employees; Work with our suppliers to ensure that goods and services procured by LGC are sourced in a sustainable manner. LGC recognises that it has an important part to play in society in the way that it carries out its business. Much of our work is aimed at improving the quality of life within society. LGC has a significant role in the analytical chemistry community as well as having an effect on the safety of society. In order for LGC to behave in a socially responsible manner, it is vital that staff are aware of LGC's current activities and take an active part in developing LGC's sustainability activities. **The importance of being able to deliver a reliable and continuous service to customers is guided and governed by LGC's ESG Policy (please see attachments).**

LGC COMMITMENTS TOWARDS REDUCING CARBON FOOTPRINT

- We are in the process of setting a 2050 carbon net zero target.
- We currently working with an external agency to measure our group carbon footprint, this will include
 - Direct emissions e.g. from use of natural gas (scope 1)
 - Indirect energy emissions e.g. from electricity (scope 2)
 - Wider emissions associated with our supply chains and business activities (Scope 3)
- We will report on our carbon footprint annually
- Renewable electricity: Currently, at UK sites where LGC is responsible for purchasing electricity 100% of electricity is from certified renewable sources.
- Energy efficiency investment is a priority across LGC, examples include
 - installation of carbon filtered ventilation hoods for workstations. This helps in two ways. First it significantly lowers the amount of electricity required to heat and cool the facility which reduces our carbon footprint. The second is that it traps the VOC's in the carbon media instead of releasing them into the environment.
 - New fume hoods with technology that allows flow rates to be turned down by 40%, Natural gas saving of 70,210 Mw/year

LGC BUILDING SUSTAINABILITY INTO OUR ANALYTICAL METHODS, LAB CONSUMABLES, AND TECHNOLOGY

In our analytical laboratories, we focus on developing shorter, more efficient methods, to actively reduce the amount of electricity, gasses and solvents used. Examples of specific projects include:

- Corporately funded development project concerning the use of Hydrogen as a carrier gas for gas chromatography to reduce impact on the dwindling global Helium supply
- Implementation of a GMP compliant SFC system to aid the migration away from normal phase LC.

- The use of UPLC to reduce solvent consumption relative to HPLC.
- Energy efficient equipment, for example
 - Planned replacement of chillers This work is essential to allow lab temperature to be kept within correct working and process approved range and will later allow removal of redundant split units. The proposed new chillers will have an energy efficiency of about 3.3, the existing at best are running at 2 so for every kW of cooling we need to put in 1/3rd less power to achieve this.
- increasing our recycling capacity
- monitoring site electric and water usage
- working with suppliers to reduce packaging
- working with building contractors to improve sustainability of new builds
- weekly environmental awareness emails and much more.
- Energy survey – to understand the energy demands of different equipment and identify opportunities to improve energy management
- Motion sensors – to ensure lights are not on unnecessarily (and reminder labels to turn off lights)
- Recycling of gloves
- Recycling of pipette tips
 - Replacement of taps with push ones that automatically turn-off to reduce water waste
 - Introduced our Sustainability Ninja tips
 - Replaced inefficient boilers and associated pumps to reduce energy consumption
 - Currently investigating a green labs certification program
 - Corporate LGC project investigating the installation of electric vehicle charge points

LGC ESG silver award

In 2022, LGC have been awarded a [silver medal](#) for improving our ESG score, as part of our 2022 [EcoVadis](#) sustainability assessment. The award places LGC in the top 25% of the 90,000+ companies assessed by EcoVadis.

Established in 2007, EcoVadis is an evidence-based online platform for evaluating and rating sustainable business and procurement practices. Their methodology is built on international sustainability standards, including the Global Reporting Initiative (which we use for our latest ESG report), the United Nations Global Compact and ISO 26000. The assessment covers approximately 200 questions, each which require an evidence-based answer, across four areas: environment, labour and human rights, ethics, and sustainable procurement. Read more on the EcoVadis website to learn more about the assessment (<https://ecovadis.com/>).

E. DISSEMINATION AND EXPLOITATION

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 its 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

The work of the National Measurement Laboratory at LGC addresses the measurement challenges facing the UK and the wider world. We have a strong track record in disseminating and exploiting our work to influence policy, protect consumers, and enhance quality of life.

The below table (**NML Indicators 2016 – 2021**) summarises the centrality of dissemination to the NML's mission.

Theme	Indicator	AIM	ACHIEVED	2021	2020	2019	2018	2017	2016
Research	1.1 Number of academic collaborators	Grow		141	136	105	74	68	55
	1.2 Number of peer reviewed papers	Maintain		43	40	34	30	26	29
Trade & Regulation	2.1 Number of active measurement services and reference materials	Maintain		142	128	120	126	134	126
	2.2 Income from measurement services and reference materials	Grow		£0.64M	£0.58M	£0.52M	£0.55M	£0.55M	£0.47M
	2.3 Publication of new or amended standards with an NMS contribution	Maintain		9	5	8	7	7	5
Innovation	3.1 Number of business collaborations	Grow		217	143	150	105	106	86
	3.2 Number of new active measurement services and reference materials	Maintain		27	6	11	6	13	22
	3.3 Leveraged income from collaborative R&D and consultancy	Grow		£3.65M	£3.29M	£3.00M	£2.83M	£1.86M	£1.78M
Skills	4.1 Number accessing measurement training through web resources	Grow		2650	1840	275	200	240	1400
	4.2 Participation in face to face training	Grow		223	171	446	370	359	267

LGC operates many technical websites (see examples below) so it is very familiar with disseminating to a wide range of different stakeholders:

The Government Chemist website: [Government Chemist - GOV.UK \(www.gov.uk\)](http://www.gov.uk)

The Food Authenticity Network: FoodAuthenticity

The Eurachem website: Welcome to Eurachem

The iKANN website: iKANN

The CAMS website: CAMS-UK

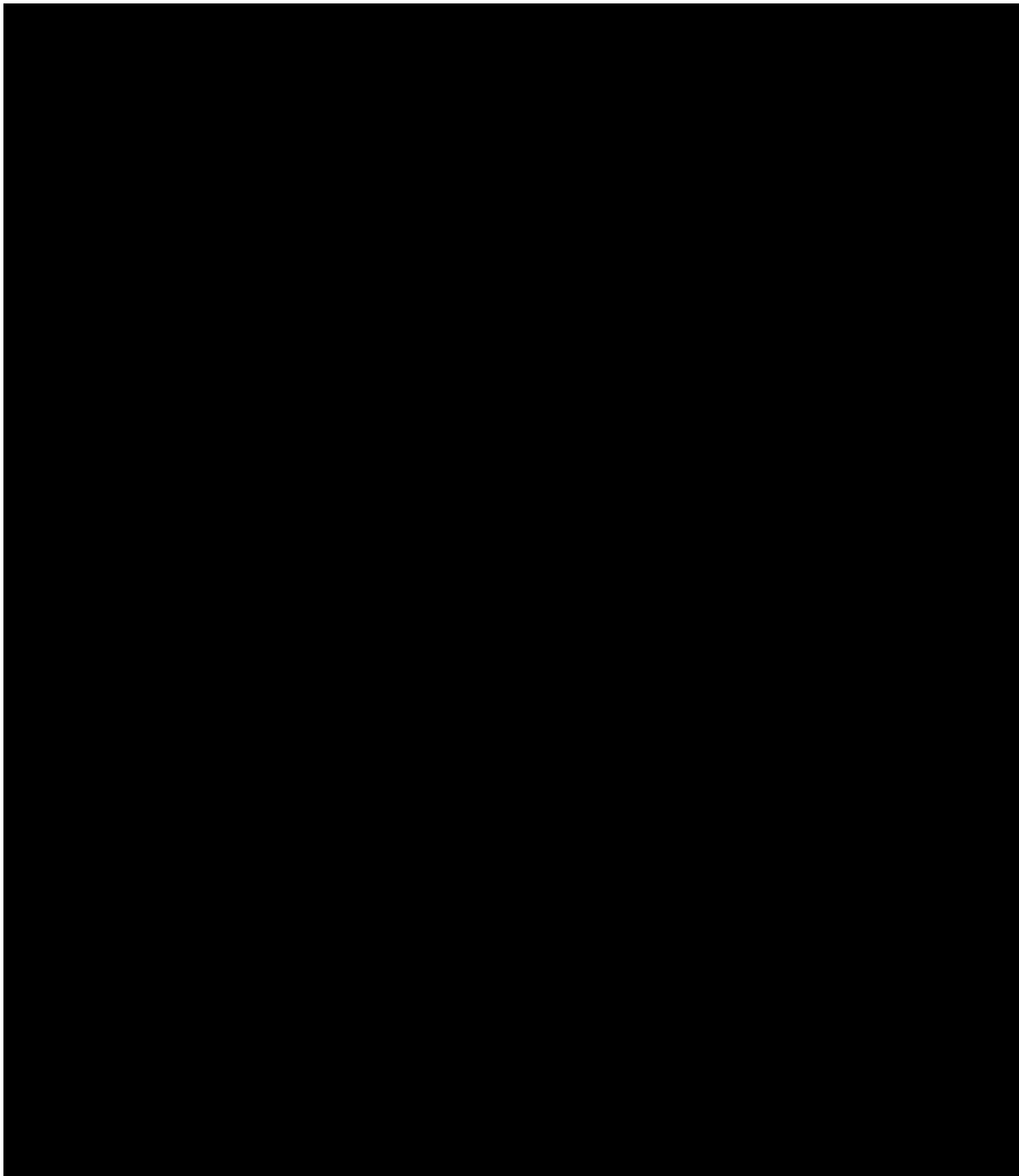
Dissemination Plans for This Project

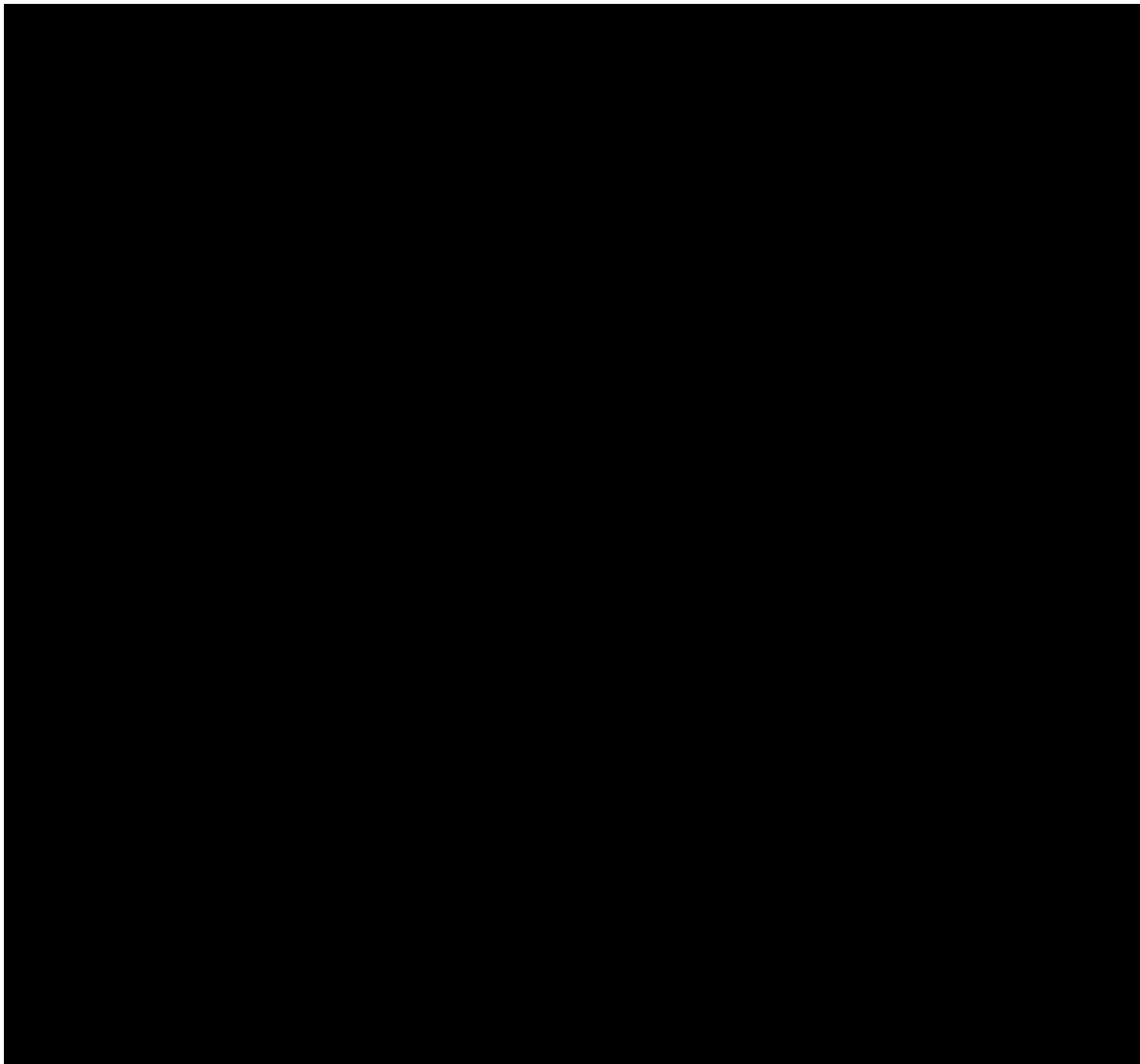
The output of this project will be disseminated through multiple routes as detailed in the project plan and deliverables.

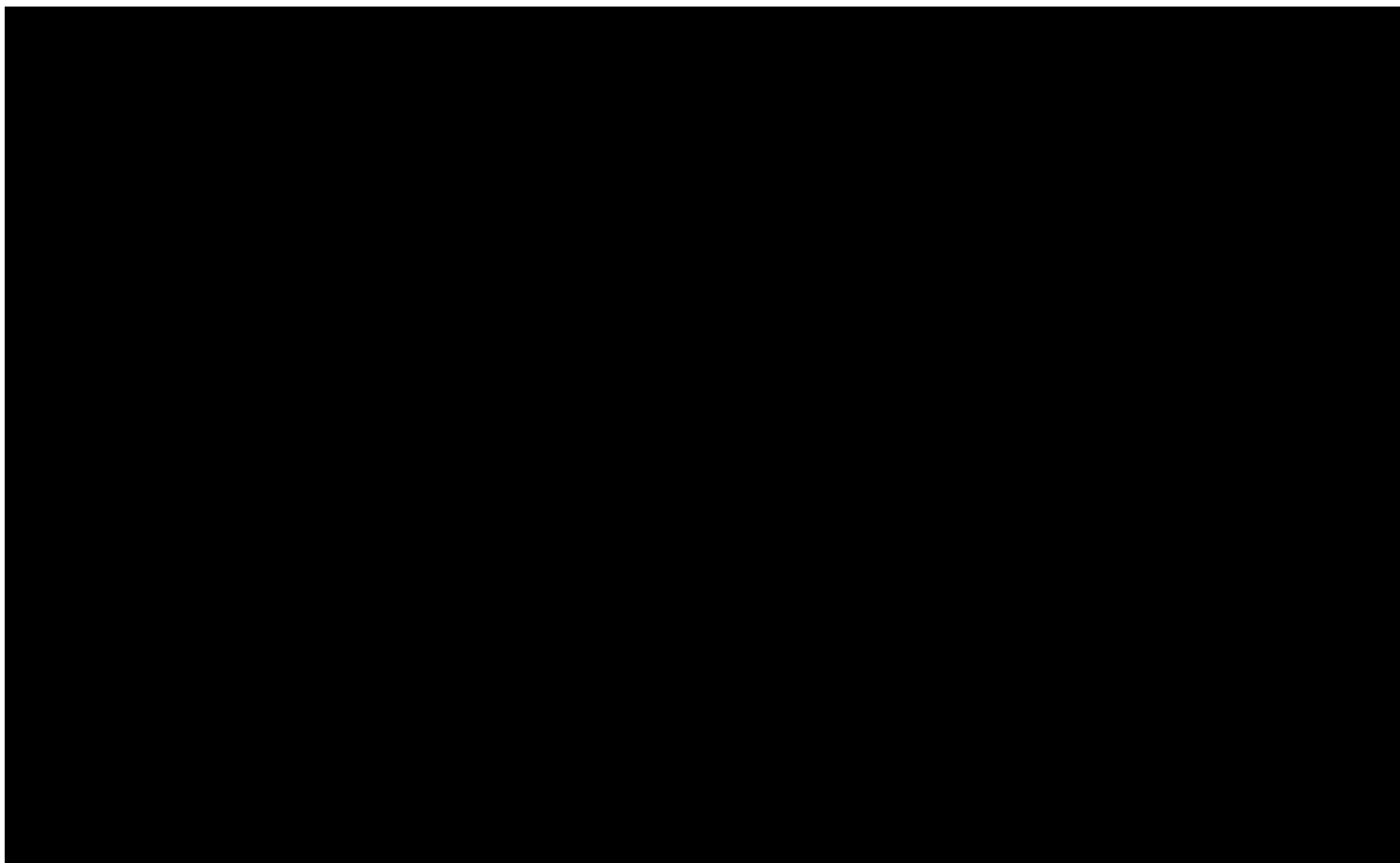
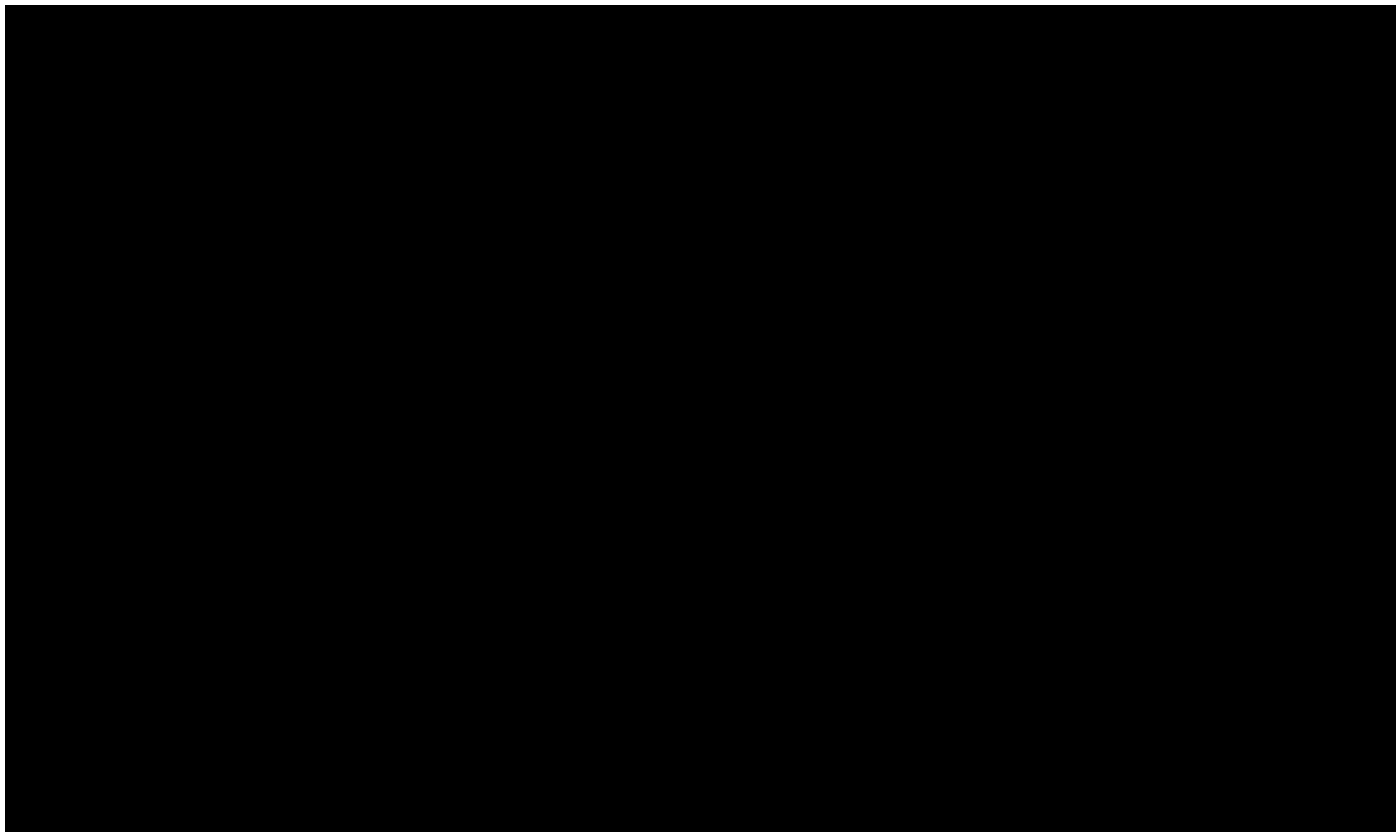
ADDITIONAL SUPPORTING DOCUMENTS

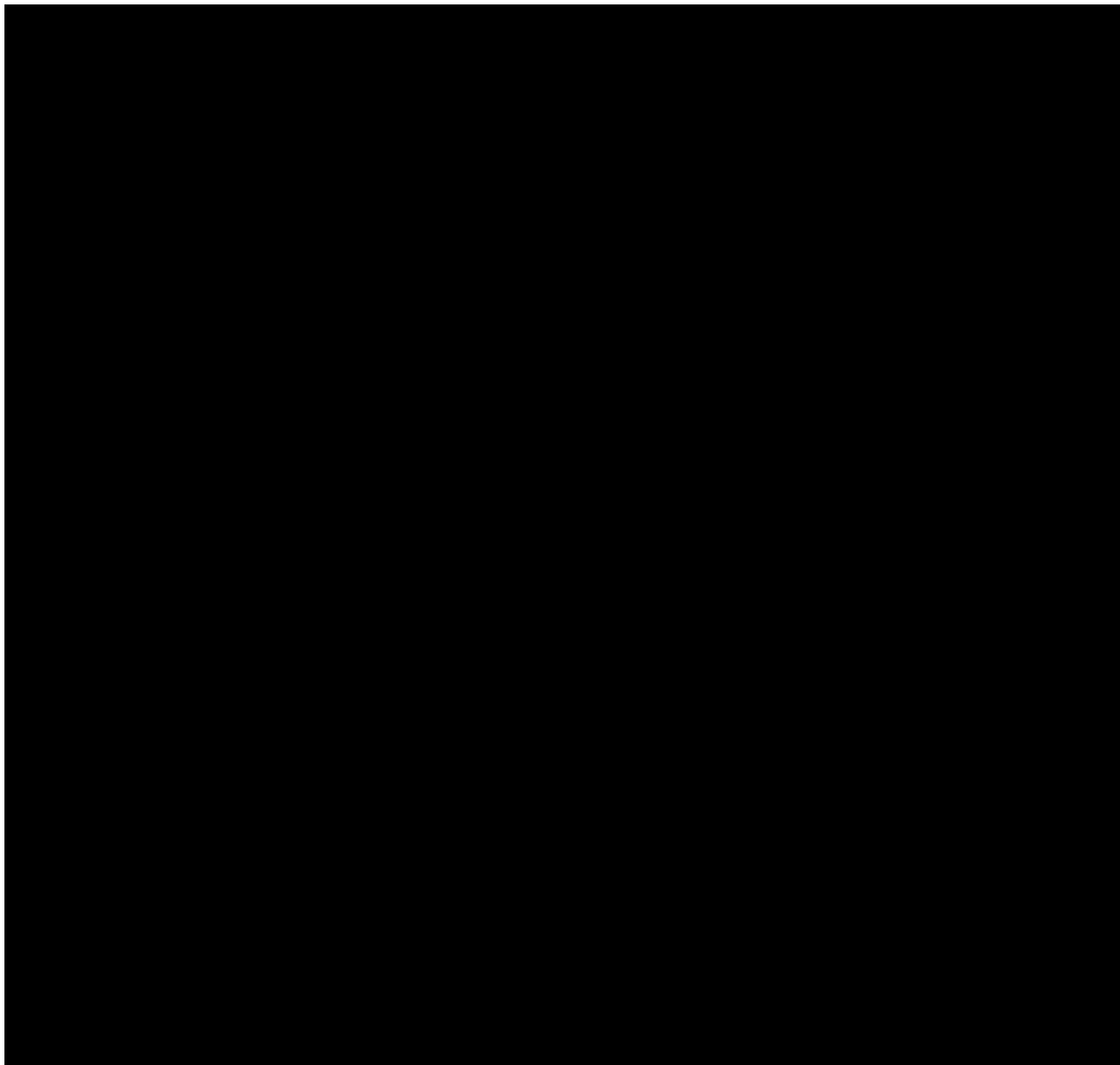
Please note that any additional documents in support of the on-line application, as well as the Gant/PERT charts requested for the Project Plan section, should be zipped into a single file (using WinZip). These should then be uploaded to the e-sourcing portal, Bravo in to the *Supporting Documents* section of the technical envelope. Each supporting document should be clearly marked with the following details:

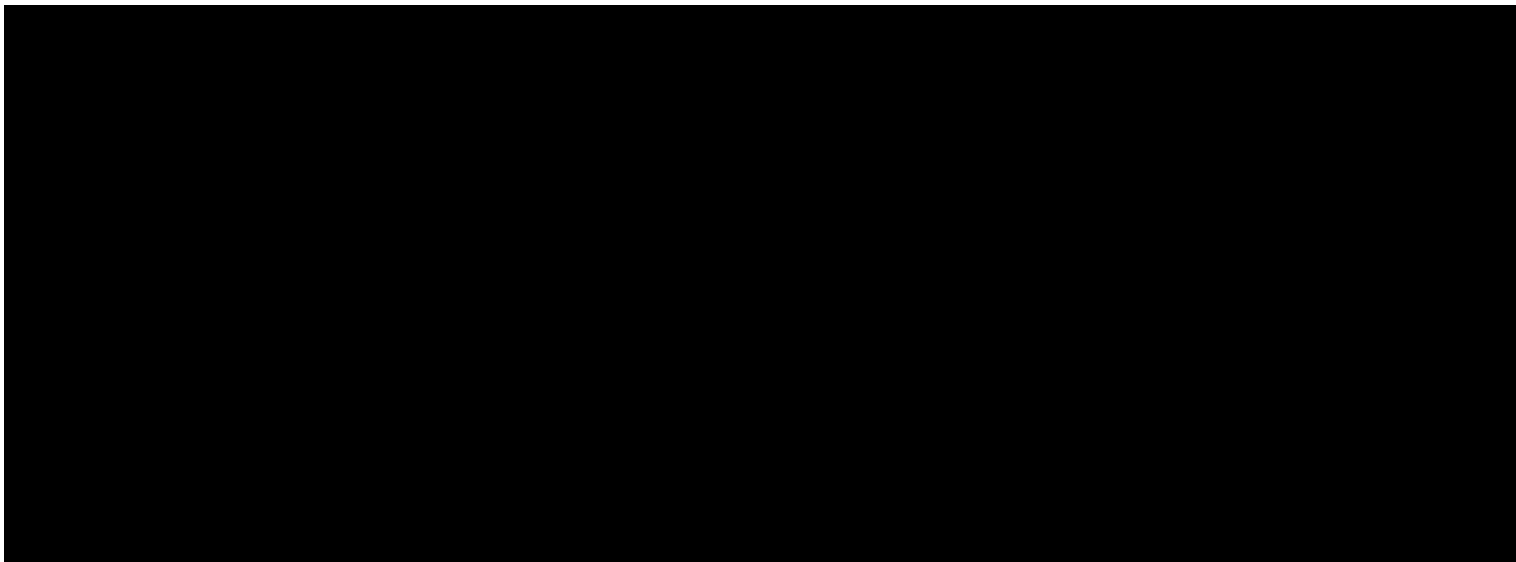
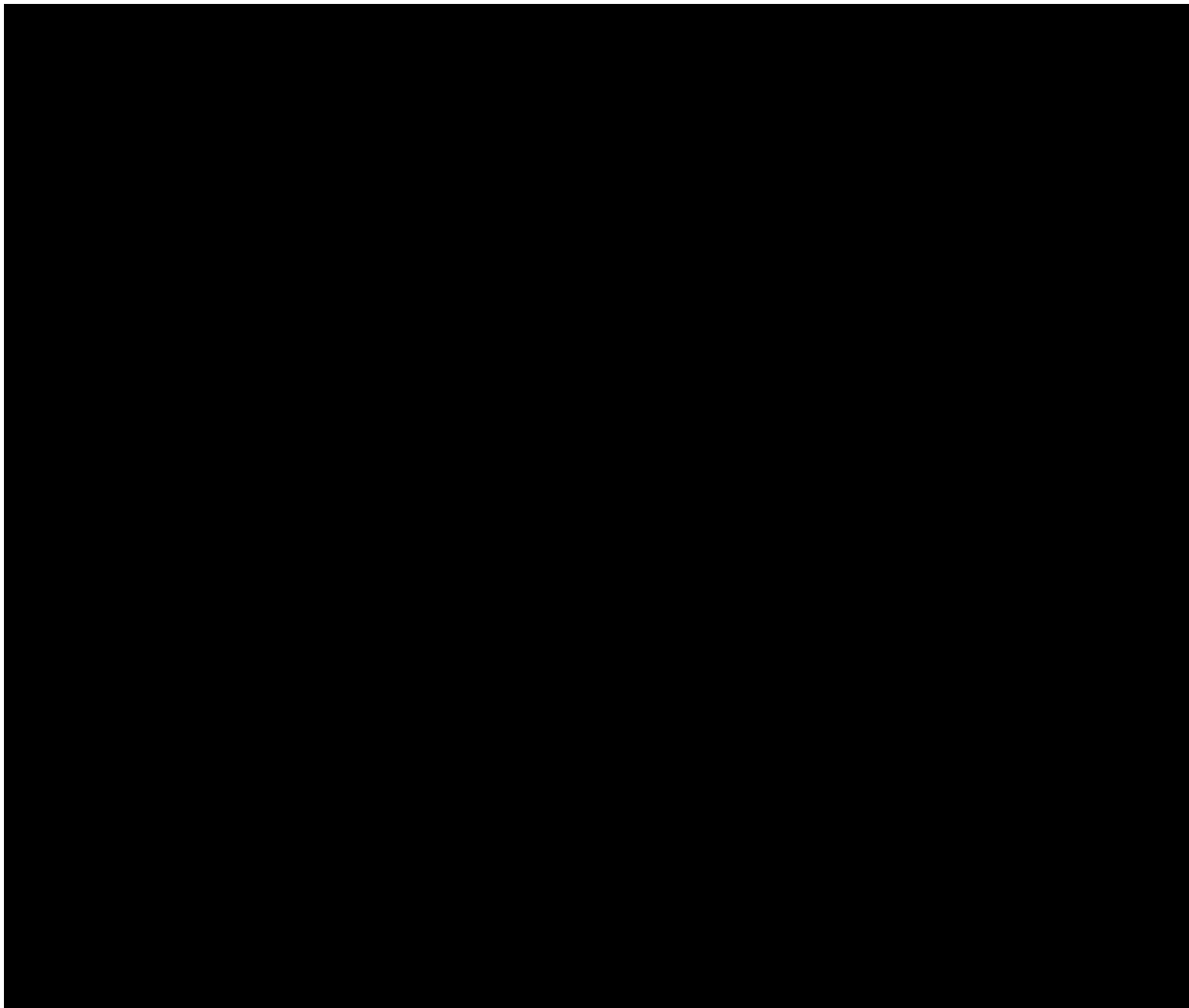
- the tender reference number,
- the tender title,
- the name of the lead applicant submitting the proposal and
- the part number and title to which the supporting evidence appertains (e.g. Part 3 Deliverables)

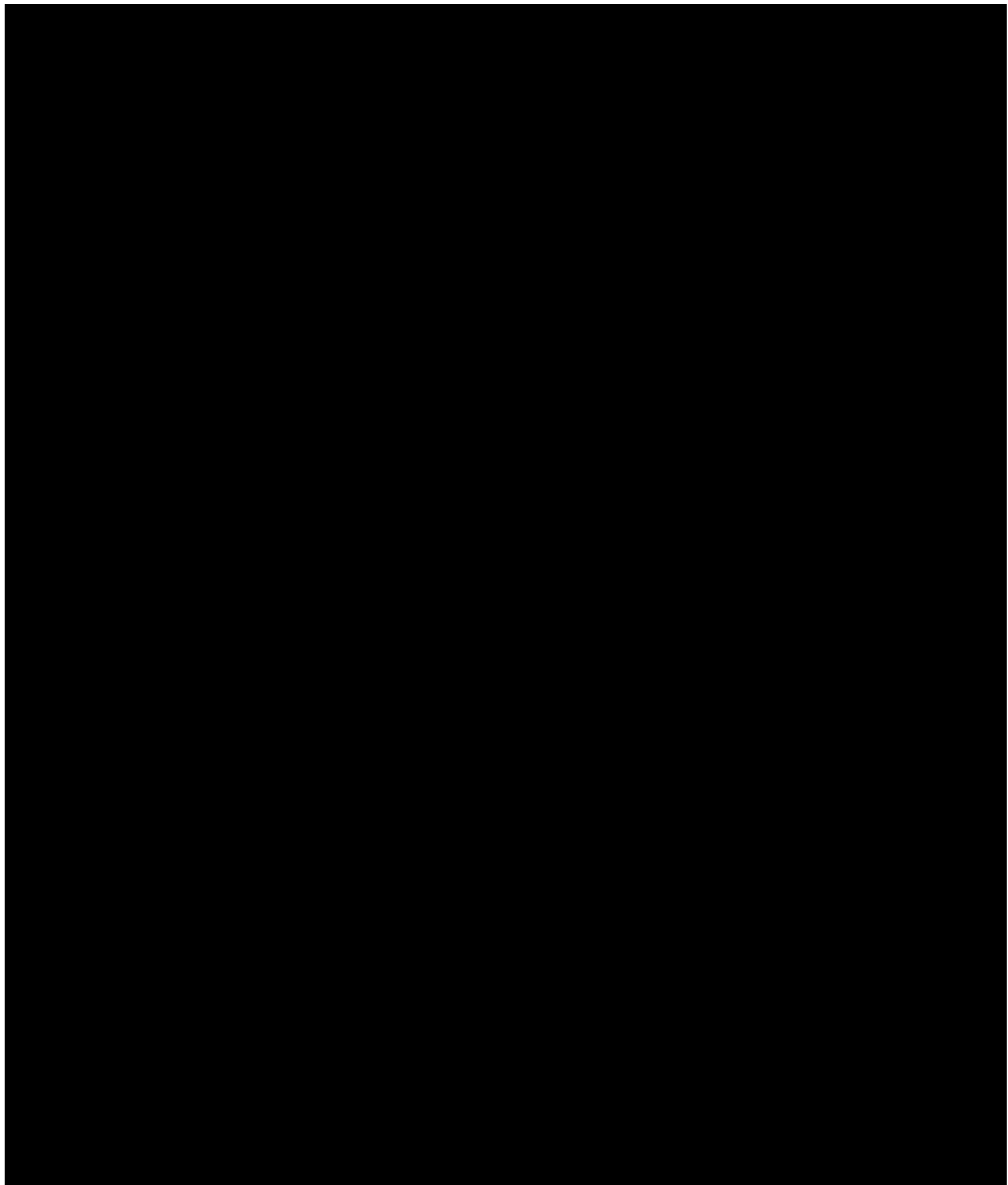


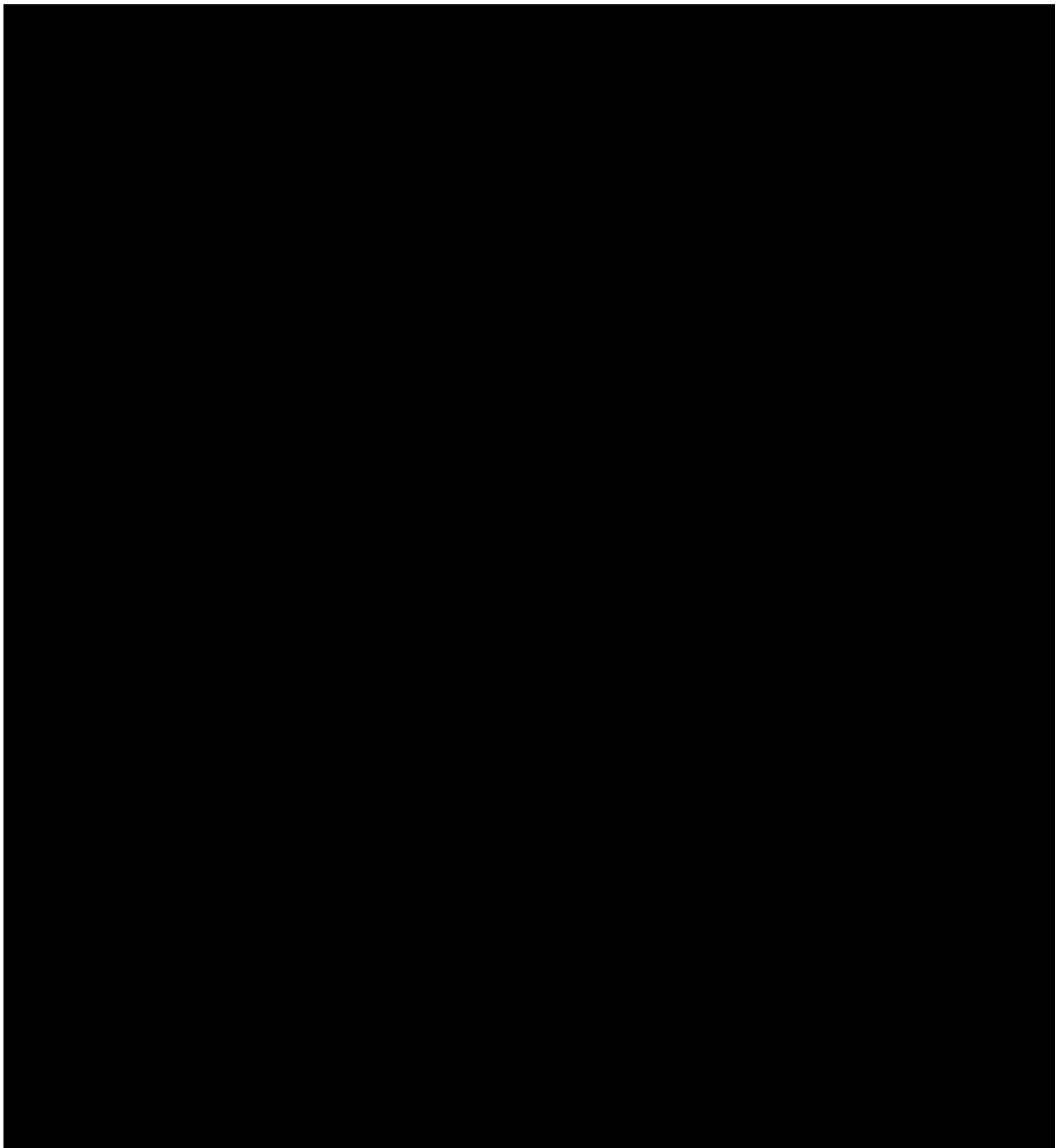












Annex 5 – Clarification Questions

Requests for clarification and additional information

Question 1: Please can a breakdown of staffing costs be provided in the second tab of the financial template to show costs of individuals in each team?

[Redacted]

Question 2: As a lot of the project is reliant upon engagement with Public Analysts and Official Laboratories, please can the risks and mitigation of this be included in the risk management part of the application?

Response: Response: The risks to the project can be split into two parts:

The first risk is the candidates do not engage with the training, which is mitigated by the fact they already have committed to studying towards the MChemA examination, and therefore are likely to welcome any training that assists in their studies.

The second risk is the OLs and PAs not engaging and therefore not being able to deliver the training. Again, this risk is minimal as there is a long history of PA's engaging and providing this type of training. This has been demonstrated with the on-line training seminars organised and delivered through LGC whilst the Covid-19 pandemic prevented in-person training. In addition, via this contract we will provide financial support for the PA's which will fund their time to deliver the training. In the (very) unlikely event that all of the PA's decline, LGC will call on experts from out with the PA profession to provide relevant training, e.g. technical specialists within LGC, expert witness training providers and other experts in the area of food science and law.

As stated in the initial response, LGC is already working with the APA training committee and educational trust to identify relevant trainers to ensure candidates are offered the best opportunity to succeed with their studies.

[Redacted]

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

"Data Protection Impact Assessment"	of personal data and privacy; (iii) all applicable Law about the processing of personal data and privacy; 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 Commerce 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-policy-note-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.
- (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.
 - (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; which will not be unreasonably withheld or delayed
 - (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 4.2(j), 4.2(m), 8.5, 9.3, 10.5, 13.2, 14.26(e) or 30.2(b).
- 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://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/779660/20190220-Supplier_Code_of_Conduct.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 13.1 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 Subprocessor;
 - (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 Subprocessor to process any Personal Data, the Supplier must:
- (a) notify the Buyer in writing of the intended Subprocessor and processing;
 - (b) obtain the written consent of the Buyer;
 - (c) enter into a written contract with the Subprocessor so that this clause 14 applies to the Subprocessor;
 - (d) provide the Buyer with any information about the Subprocessor that the Buyer reasonably requires.
- 14.23 The Supplier remains fully liable for all acts or omissions of any Subprocessor.
- 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, which will not be unreasonably withheld or delayed..

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 timespecified 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: - <table style="width: 100%; border: none;"> <tr> <td style="text-align: center;">Price <input type="checkbox"/></td> <td style="text-align: center;">Duration <input type="checkbox"/></td> <td style="text-align: center;">Price & Duration <input type="checkbox"/></td> <td style="text-align: center;">Scope of work <input type="checkbox"/></td> <td style="text-align: center;">Key Personnel <input type="checkbox"/></td> <td style="text-align: center;">Other <input type="checkbox"/></td> </tr> </table>						Price <input type="checkbox"/>	Duration <input type="checkbox"/>	Price & Duration <input type="checkbox"/>	Scope of work <input type="checkbox"/>	Key Personnel <input type="checkbox"/>	Other <input type="checkbox"/>
Price <input type="checkbox"/>	Duration <input type="checkbox"/>	Price & Duration <input type="checkbox"/>	Scope of work <input type="checkbox"/>	Key Personnel <input type="checkbox"/>	Other <input type="checkbox"/>						
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:- <input type="checkbox"/> Cost Centre Manager <input type="checkbox"/> Investment Board Signed : Date of Approval:											
Please submit this form to fsa.commercial@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”) & SUPPLIER (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: