



URSUS Consulting Ltd
Newbold Terrace
Leamington Spa
Warwickshire
CV32 4EA

Date: Thursday 19th December
2024

Your ref: P24/194

Our ref: PS24265

Dear [REDACTED]

Award of contract PS24265 for the supply of Evaluation of a Sciencewise public dialogue on Ultra Processed Foods following your proposal for the supply to UKRI, we are pleased to award this contract to you.

This letter (Award Letter) and its Schedule(s) set out the terms of the Contract between:

- (1) **United Kingdom Research and Innovation**, a statutory corporation whose registered office is at Polaris House, North Star Avenue, Swindon, England, SN2 1FL ("**UKRI**"); and
- (2) URSUS Consulting Ltd [a company incorporated and registered in England with company number 5326647 and registered VAT number 866410518 whose registered office is at Newbold Terrace, Leamington Spa, Warwickshire, CV32 4EA (the "**Supplier**").

Unless the context otherwise requires, capitalised expressions used in this Award Letter have the same meanings as in the terms and conditions of contract set out in Schedule 1 to this Award Letter (the "**Conditions**"). In the event of any conflict between this Award Letter and the Conditions, this Award Letter shall prevail. Please do not attach any Supplier terms and conditions to this Award Letter as they will not be accepted by UKRI and may delay conclusion of the Contract.

For the purposes of the Contract, UKRI and the Supplier agree as follows:

Term

- 1 Commencement Date: Friday 6th December 2024
- 2 Expiry Date: Friday 29th May 2026

Description of Services

- 3 The Specification of the Services to be delivered is as set out in Schedule 2 / the Supplier's quotation.
- 4 The Services shall be performed at a variety of locations, including the supplier's premises, the dialogue workshop venues and/or UKRI meeting rooms.

Charges & Payment

- 5 The Charges for the Services shall be as set out in Schedule 3.
- 6 All invoices should be sent, quoting a valid purchase order number (PO Number) provided by UKRI, to: UK Research and Innovation Polaris House, North Star Avenue, Swindon, England, SN2 1FL.
- 7 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 UKRI contact (i.e. Contract Manager). Non-compliant invoices will be sent back to you, which may lead to a delay in payment. If you have a query regarding an outstanding payment, please contact our Accounts Payable section either by email to finance@uksbs.co.uk or by telephone 01793 867004 between 09:00-17:00 Monday to Friday.

Supplier's Limit of Liability

- 8 The Limit of Liability of the Supplier under this Contract shall be: 125% of the total Charges paid and payable to the Supplier under this Contract.

Notices

- 9 The address for notices of the Parties are:

UKRI

Polaris House
North Star Avenue
Swindon
England
SN2 1FL

Email: commercial@ukri.org

Supplier

URSUS Consulting Ltd
Newbold Terrace
Leamington Spa
Warwickshire
CV32 4EA

Liaison

- 10 For general liaison your contact will continue to be [REDACTED] - or in their absence, [REDACTED]

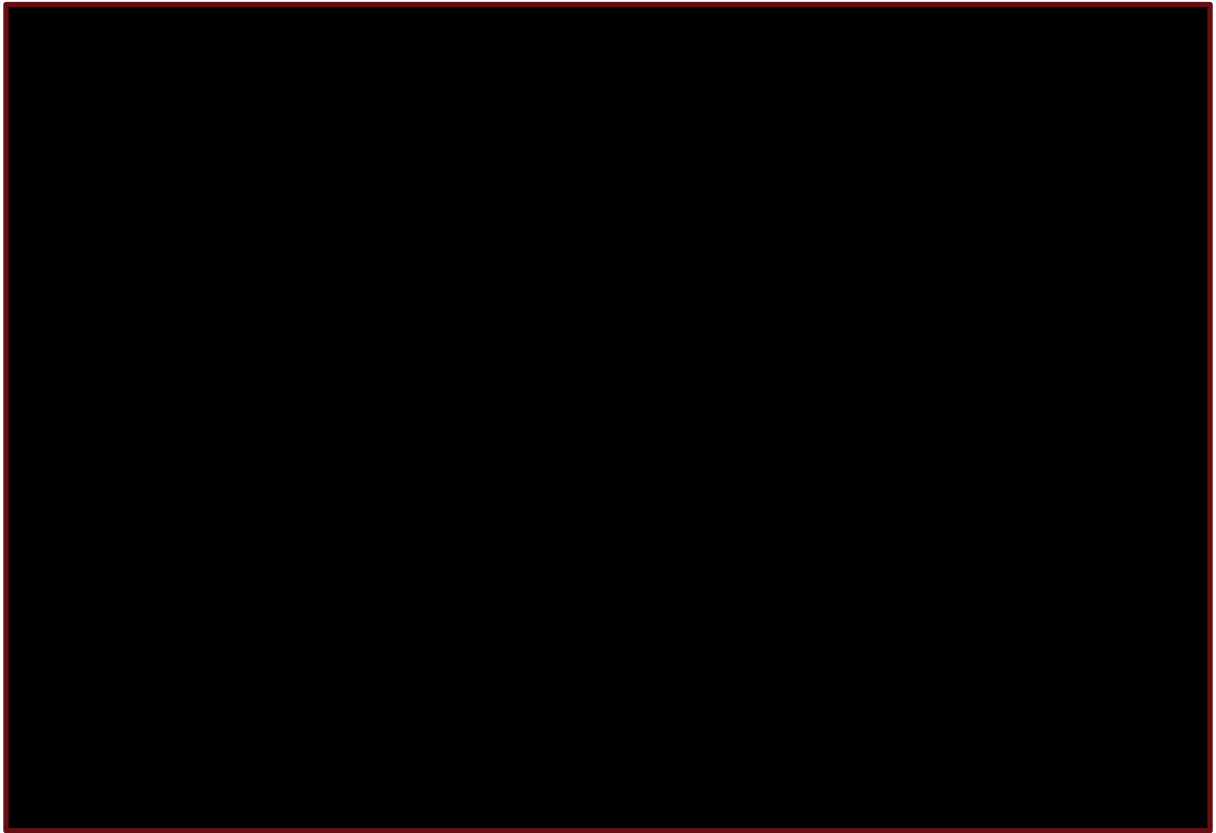
We thank you for your co-operation to date and look forward to forging a successful working relationship resulting in a smooth and successful supply of the Services. Please confirm your acceptance of the award of this contract by signing and returning the enclosed copy of this letter to UKRI Commercial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

Yours faithfully,

Signed for and on behalf of United Kingdom Research and Innovation (UKRI)

Signature:

Signed for and on behalf of United Kingdom Research and Innovation (UKRI)



Terms and Conditions of Contract for Goods and/or Services**1 INTERPRETATION****1.1** In these terms and conditions:

- "Award Letter" means the letter from UKRI to the Supplier printed above these terms and conditions;
- "Central Government Body" means a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics:
- (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 Goods and/or Services as specified in the Award Letter;
- "Commencement Date" means the date for the start of the Contract as set out in the Award Letter;
- "Confidential Information" means:
- (a) all confidential information and data which is acquired from or made available (directly or indirectly) by the Disclosing Party or the Disclosing Party's representatives however conveyed or presented, including but not limited to any information or document relating to the Disclosing Party's business, affairs, operations, budgets, policies, processes, initiatives, plans, product information, pricing information, technical or commercial know-how, trade secrets, specifications, strategies, inventions, designs, software, market opportunities, personnel, customers or suppliers (whether relating to this Contract or otherwise) either orally, in writing, or in whatever form obtained or maintained;
 - (b) any information or analysis derived from the Confidential Information;
 - (c) anything marked as confidential and any other information notified by or on behalf of the Disclosing Party to the Receiving Party as being confidential;
 - (d) the existence and terms of this Contract and of any subsequent agreement entered into in relation to this Contract;
 - (e) the fact that discussions and negotiations are taking place concerning this Contract and the status of those discussions and negotiations; and
 - (f) any copy of any of the information described in (a), (b), (c), (d) or (e) above, which shall be deemed to become Confidential Information when it is made. For the purposes of this definition, a copy shall include, without limitation, any notes or recordings of the information described in (a), (b), (c), (d) or (e) above (howsoever made);
- "Contract" means the contract between (i) UKRI and (ii) the Supplier constituted by the Supplier's

	countersignature of the Award Letter and includes the Award Letter and Schedules;
"Data Protection Impact Assessment"	an assessment by UKRI of the impact of the envisaged Processing on the protection of Personal Data;
"Data Protection Legislation"	means, for the periods for which they are in force, all laws giving effect or purporting to give effect to the UK GDPR and EU GDPR, the Data Protection Act 2018, or otherwise relating to data protection, including the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), and all applicable laws and regulations relating to the processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner, in each case as amended or substituted from time to time;
"Data Subject"	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;
"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;
"Date of Delivery"	means that date by which the Goods must be Delivered to UKRI, as specified in the Award Letter.
"Deliver"	means hand over the Goods to UKRI at the address and on the date specified in the Award Letter, which shall include unloading and any other specific arrangements agreed in accordance with Clause 6. Delivered and Delivery shall be construed accordingly.
"Disclosing Party"	means a Party that makes a disclosure of Confidential Information to another Party;
"EIR"	means the Environmental Information Regulations 2004 (or if applicable the Environmental Information Regulations (Scotland) 2004);
"EU GDPR"	Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation) as it has effect in EU law;
"Expiry Date"	means the date for expiry of the Contract as set out in the Award Letter;
"FOIA"	means the Freedom of Information Act 2000 (or if applicable the Freedom of Information (Scotland) Act 2002);
"Good Industry Practice"	means all relevant practices and professional standards that would be expected of a well-managed, expert service provider performing services substantially similar to the Services or substantially similar to the Goods provided to customers of a substantially similar size and nature as UKRI;
"Goods"	means the goods to be supplied by the Supplier to UKRI under the Contract;
"Information"	has the meaning given under section 84 of the FOIA;
"Intellectual Property Rights"	means: <ul style="list-style-type: none"> (a) copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in Internet domain names and

	website addresses and other rights in trade names, designs, know-how, trade secrets and other rights in Confidential Information;
	(b) applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction; and
	(c) all other rights having equivalent or similar effect in any country or jurisdiction;
"Limit of Liability"	means the limit of liability identified in the Award Letter;
"Party"	the Supplier or UKRI (as appropriate) and "Parties" shall mean both of them;
"Personal Data"	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;
"Personal Data Breach"	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;
"Processing"	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;
"Protective Measures"	<p>technical and organisational measures which must take account of:</p> <ul style="list-style-type: none"> (a) the nature of the data to be protected (b) harm that might result from Data Loss Event; (c) state of technological development (d) the cost of implementing any measures <p>including pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it;</p>
"Purchase Order Number"	means UKRI's unique number relating to the order for Goods and/or Services to be supplied by the Supplier to UKRI in accordance with the terms of the Contract;
"Receiving Party"	means a Party to which a disclosure of Confidential Information is made by another Party;
"Request for Information"	has the meaning set out in the FOIA or the EIR as relevant (where the meaning set out for the term "request" shall apply);
"Services"	means the services to be supplied by the Supplier to UKRI under the Contract;
"Security Policy"	UKRI's security policy in force as at the Commencement Date (a copy of which has been supplied to the Supplier), as updated from time to time and notified to the Supplier;
"Specification"	means the specification for the Goods and/or Services to be supplied by the Supplier to UKRI (including as to quantity, description and quality) as specified in the Award Letter;
"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"	means vetting procedures that accord with good industry practice or, where requested by UKRI, UKRI's procedures for the vetting of personnel as provided to the Supplier from

Procedures"	time to time;
"Term"	means the period from the Commencement Date to the Expiry Date as such period may be extended or terminated in accordance with the terms and conditions of the Contract;
"TUPE"	means the Transfer of Undertakings (Protection of Employment) Regulations 2006 as amended or replaced from time to time;
"UK GDPR"	Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (United Kingdom General Data Protection Regulation), as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018, together with the Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019
"VAT"	means value added tax in accordance with the provisions of the Value Added Tax Act 1994; and
"Working Day"	means a day (other than a Saturday, Sunday, public holiday or 27, 28, 29, 30 and 31 December) when banks in London are open for business.

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

- (a) references to numbered clauses are references to the relevant clause in these terms and conditions;
- (b) 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;
- (c) the headings to the clauses of these terms and conditions are for information only and do not affect the interpretation of the Contract;
- (d) any reference to an enactment includes reference to that enactment as amended or replaced from time to time and to any subordinate legislation or byelaw made under that enactment; and
- (e) the word 'including' shall be understood as meaning 'including without limitation'.

2 BASIS OF CONTRACT

- 2.1 The Award Letter constitutes an offer by UKRI to purchase the Goods and/or Services subject to and in accordance with the terms and conditions of the Contract.
- 2.2 The offer comprised in the Award Letter shall be deemed to be accepted by the Supplier on receipt by UKRI of a copy of the Award Letter countersigned by the Supplier.

3 SUPPLY OF GOODS AND SERVICES

- 3.1 In consideration of UKRI's agreement to pay the Charges, the Supplier shall supply the Goods and/or Services to UKRI subject to and in accordance with the terms and conditions of the Contract.
- 3.2 In supplying the Goods and/or Services, the Supplier shall:
 - (a) co-operate with UKRI in all matters relating to the supply of Goods and/or Services and comply with all UKRI's instructions; and
 - (b) comply with all applicable laws.

3.3 The Supplier shall supply the Goods in accordance with the Specification. The Supplier warrants, represents, undertakes and guarantees that the Goods supplied under the Contract shall:

- (a) be free from defects (manifest or latent), in materials and workmanship and remain so for 12 months after Delivery;
- (b) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979) and comply with any applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods;
- (c) conform with the specifications (including the Specification), drawings, descriptions given in quotations, estimates, brochures, sales, marketing and technical literature or material (in whatever format made available by the Supplier) supplied by, or on behalf of, the Supplier;
- (d) be free from design defects; and
- (e) be fit for any purpose held out by the Supplier or made known to the Supplier by UKRI expressly or by implication, and in this respect UKRI relies on the Supplier's skill and judgement. The Supplier acknowledges and agrees that the approval by UKRI of any designs provided by the Supplier shall not relieve the Supplier of any of its obligations under this clause 3.3.

3.4 In supplying the Services, the Supplier shall:

- (a) perform the Services with all reasonable care, skill and diligence in accordance with good industry practice in the Supplier's industry, profession or trade;
- (b) use Staff who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with the Contract;
- (c) ensure that the Services shall conform with all descriptions and specifications set out in the Specification;
- (d) not do or allow anything to be done that would, or would be likely to, bring UKRI into disrepute or adversely affect its reputation in any way; and
- (e) provide all equipment, tools and vehicles and other items as are required to provide the Services.

4 TERM

4.1 The Contract shall take effect on the date specified in the Award Letter and shall expire on the Expiry Date, unless it is otherwise extended in accordance with the provisions of the Award Letter or terminated early in accordance with the terms and conditions of the Contract.

5 CHARGES, PAYMENT AND RECOVERY OF SUMS DUE

5.1 The Charges for the Goods and/or Services shall be as set out in the Award Letter and shall be the full and exclusive remuneration of the Supplier in respect of the supply of the Goods and/or Services. Unless otherwise agreed in writing by UKRI, the Charges shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the supply of the Goods and/or performance of the Service.

- 5.2 All amounts stated are exclusive of VAT which shall be charged at the prevailing rate. UKRI shall, following the receipt of a valid VAT invoice, pay to the Supplier a sum equal to the VAT chargeable in respect of the Goods and/or Services.
- 5.3 The Supplier shall invoice UKRI as specified in the Contract. Each invoice shall include such supporting information required by UKRI to verify the accuracy of the invoice, including the relevant Purchase Order Number and a breakdown of the Goods and/or Services supplied in the invoice period.
- 5.4 In consideration of the supply of the Goods and/or Services by the Supplier, UKRI shall pay the Supplier the invoiced amounts no later than 30 days after verifying that the invoice is valid and undisputed and includes a valid Purchase Order Number. UKRI may, without prejudice to any other rights and remedies under the Contract, withhold or reduce payments in the event of unsatisfactory performance.
- 5.5 If UKRI fails to consider and verify an invoice in a timely fashion the invoice shall be regarded as valid and undisputed for the purpose of clause 5.4 after a reasonable time has passed (which shall be no less than 14 calendar days).
- 5.6 If there is a dispute between the Parties as to the amount invoiced, UKRI may reject the invoice in its entirety. The Supplier shall not suspend the supply of the Goods and/or Services unless the Supplier is entitled to terminate the Contract for a failure to pay undisputed sums in accordance with clause 18.5. Any disputed amounts shall be resolved through the dispute resolution procedure detailed in clause 21.
- 5.7 Where the Supplier enters into a sub-contract, the Supplier shall include in that sub-contract:
- (a) provisions having the same effects as clauses 5.3 to 5.6 (inclusive) of this Contract; and
 - (b) a provision requiring the counterparty to that sub-contract to include in any sub-contract which it awards provisions having the same effects as clauses 5.3 to 5.7 (inclusive) of this Contract.
 - (c) In this clause 5.7, "sub-contract" means a contract between two or more suppliers, at any stage of remoteness from UKRI in a subcontracting chain, made wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of this Contract.
- 5.8 If any sum of money is recoverable from or payable by the Supplier under the Contract (including any sum which the Supplier is liable to pay to UKRI in respect of any breach of the Contract), that sum may be deducted unilaterally by UKRI from any sum then due, or which may come due, to the Supplier under the Contract or under any other agreement or contract with UKRI. The Supplier shall not be entitled to assert any credit, set-off or counterclaim against UKRI in order to justify withholding payment of any such amount in whole or in part.

6 DELIVERY

- 6.1 The Supplier shall Deliver the Goods to UKRI on or by the Date of Delivery. Unless otherwise agreed in writing by UKRI, Delivery shall be on the date and to the address specified in the Award Letter. Delivery of the Goods shall be completed once the completion of unloading the Goods from the transporting vehicle at the Delivery address has taken place and UKRI has signed for the Delivery.
- 6.2 Any access to UKRI's premises and any labour and equipment that may be provided by UKRI in connection with Delivery of the Goods shall be provided without acceptance by UKRI of any liability in respect of any actions, claims, costs and expenses incurred by third

parties for any loss of damages to the extent that such loss or damage is not attributable to the negligence or other wrongful act of UKRI or its servant or agent. The Supplier shall indemnify UKRI in respect of any actions, suits, claims, demands, losses, charges, costs and expenses, which UKRI may suffer or incur as a result of or in connection with any damage or injury (whether fatal or otherwise) occurring in the course of Delivery or installation to the extent that any such damage or injury is attributable to any act or omission of the Supplier or any of his sub-Suppliers.

- 6.3 Delivery of the Goods shall be accompanied by a delivery note which shows the Purchase Order Number and the type and quantity of the Goods and, in the case of part Delivery, the outstanding balance remaining to be Delivered.
- 6.4 Unless otherwise stipulated by UKRI in the Award Letter, Deliveries shall only be accepted by UKRI on Working Days and during normal business hours.
- 6.5 Where (i) the Supplier fails to Deliver the Goods or part of the Goods or (ii) the Goods or part of the Goods do not comply with the provisions of clause 3, then without limiting any of its other rights or remedies implied by statute or common law, UKRI shall be entitled:
 - (a) to terminate the Contract;
 - (b) to require the Supplier, free of charge, to deliver substitute Goods within the timescales specified by UKRI;
 - (c) to require the Supplier, free of charge, to repair or replace the rejected Goods, or to provide a full refund of the Charges of the rejected Goods (if paid);
 - (d) to reject the Goods (in whole or part) and return them to the Supplier at the Supplier's own risk and expense and UKRI shall be entitled to a full refund on those Goods or part of Goods duly returned;
 - (e) to buy the same or similar Goods from another supplier; and
 - (f) to recover any expenses incurred in respect of buying the goods from another supplier which shall include but not be limited to administration costs, chargeable staff time and extra delivery costs.

7 PROPERTY AND GUARANTEE OF TITLE

- 7.1 Without prejudice to any other rights or remedies of UKRI, title and risk in the Goods shall pass to UKRI when Delivery of the Goods is complete (including off-loading and stacking).
- 7.2 The Supplier warrants that:
 - (a) it has full clear and unencumbered title to all the Goods;
 - (b) at the date of Delivery of any of the Goods it shall have full and unrestricted right, power and authority to sell, transfer and deliver all of the Goods to UKRI; and
 - (c) on Delivery UKRI shall acquire a valid and unencumbered title to the Goods.

8 STAFF

- 8.1 If UKRI reasonably believes that any of the Staff are unsuitable to undertake work in respect of the Contract, it may, by giving written notice to the Supplier:
 - (a) refuse admission to the relevant person(s) to UKRI's premises;

- (b) direct the Supplier to end the involvement in the provision of the Goods and/or Services of the relevant person(s); and/or
- (c) require that the Supplier replace any person removed under this clause with another suitably qualified person and procure that any security pass issued by UKRI to the person removed is surrendered,

and the Supplier shall comply with any such notice.

8.2 The Supplier shall:

- (a) ensure that all Staff are vetted in accordance with the Staff Vetting Procedures and if requested, comply with UKRI's Staff Vetting Procedures as supplied from time to time;
- (b) 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 UKRI, or is of a type otherwise advised by UKRI (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, the Staff Vetting Procedures or otherwise) is employed or engaged in the provision of any part of the supply of the Goods and/or Services;
- (c) if requested, provide UKRI with a list of the names and addresses (and any other relevant information) of all persons who may require admission to UKRI's premises in connection with the Contract; and
- (d) procure that all Staff comply with any rules, regulations and requirements reasonably specified by UKRI.

9 **ASSIGNMENT AND SUB-CONTRACTING**

- 9.1 The Supplier shall not without the written consent of UKRI assign, sub-contract, novate or in any way dispose of the benefit and/ or the burden of the Contract or any part of the Contract. UKRI may, in the granting of such consent, provide for additional terms and conditions relating to such assignment, sub-contract, novation or disposal. The Supplier shall be responsible for the acts and omissions of its sub-contractors as though those acts and omissions were its own.
- 9.2 Where UKRI has consented to the placing of sub-contracts, the Supplier shall, at the request of UKRI, send copies of each sub-contract, to UKRI as soon as is reasonably practicable.
- 9.3 UKRI may assign, novate, or otherwise dispose of its rights and obligations under the Contract without the consent of the Supplier provided that such assignment, novation or disposal shall not increase the burden of the Supplier's obligations under the Contract.

10 **INTELLECTUAL PROPERTY AND INDEMNITY**

- 10.1 All Intellectual Property Rights in any materials provided by UKRI to the Supplier for the purposes of this Contract shall remain the property of UKRI but UKRI hereby grants the Supplier a royalty-free, non-exclusive and non-transferable licence to use such materials as required until termination or expiry of the Contract for the sole purpose of enabling the Supplier to perform its obligations under the Contract.
- 10.2 The ownership of all Intellectual Property Rights in any materials created or developed by the Supplier pursuant to the Contract or arising as a result of the provision of the Goods and/or Services shall vest in UKRI. If, and to the extent, that the ownership of any Intellectual Property Rights in such materials vest in the Supplier by operation of law, the Supplier hereby assigns ownership of such Intellectual Property Rights to UKRI by way of

a present assignment of future rights that shall take place immediately on the coming into existence of any such Intellectual Property Rights all its Intellectual Property Rights in such materials (with full title guarantee and free from all third party rights).

- 10.3 UKRI hereby grants the Supplier a royalty-free, non-exclusive and non-transferable licence to use any Intellectual Property Rights in the materials created or developed by the Supplier pursuant to the Contract and any Intellectual Property Rights arising as a result of the provision of the Goods and/or Services as required until termination or expiry of this Contract for the sole purpose of enabling the Supplier to perform its obligations under the Contract
- 10.4 Without prejudice to clause 11.2, the Supplier hereby grants UKRI a perpetual, royalty-free, irrevocable and non-exclusive licence (with a right to sub-license) to use any Intellectual Property Rights vested in or licensed to the Supplier on the date of the Contract or during the Term to the extent not falling within clause 11.2 including any modifications to or derivative versions of any such Intellectual Property Rights, which UKRI reasonably requires in order to exercise its rights and take the benefit of the Contract including the Goods and/or Services provided.
- 10.5 The Supplier shall indemnify, and keep indemnified, UKRI in full against all cost, expenses, damages and losses (whether direct or indirect), including any interest, penalties, and reasonable legal and other professional fees awarded against or incurred or paid by UKRI as a result of or in connection with any claim made against UKRI 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 Goods and/or Services, to the extent that the claim is attributable to the acts or omission of the Supplier or any Staff.
- 10.6 UKRI shall promptly notify the Supplier of any infringement claim made against it relating to any Goods and, subject to any statutory obligation requiring UKRI to respond, shall permit the Supplier to have the right, at its sole discretion to assume, defend, settle or otherwise dispose of such claim. UKRI shall give the Supplier such assistance as it may reasonably require to dispose of the claim and shall not make any statement which might be prejudicial to the settlement or defence of the claim.

11 RECORDS

- 11.1 If required by UKRI, the Supplier shall:
- (a) attend progress meetings with UKRI at the frequency and times specified by UKRI and shall ensure that its representatives are suitably qualified to attend such meetings; and
 - (b) submit progress reports to UKRI at the times and in the format specified by UKRI.
- 11.2 The Supplier shall keep and maintain until 6 years after the end of the Contract, or as long a period as may be agreed between the Parties, full and accurate records of the Contract including the Goods and/or Services supplied under it, and all payments made by UKRI. The Supplier shall on request afford UKRI or UKRI's representatives such access to those records as may be reasonably requested by UKRI in connection with the Contract.

12 CONFIDENTIALITY, TRANSPARENCY AND PUBLICITY

- 12.1 Subject to clause 13.2, each Party shall:
- (a) treat all Confidential Information it receives as confidential, safeguard it accordingly and not disclose it to any other person without the prior written permission of the disclosing Party; and

- (b) not use or exploit the Disclosing Party's Confidential Information in any way except for the purposes anticipated under the Contract.

12.2 Notwithstanding clause 13.1, a Party may disclose Confidential Information which it receives from the other Party:

- (a) where disclosure is required by applicable law or by a court of competent jurisdiction;
- (b) to its auditors or for the purposes of regulatory requirements;
- (c) on a confidential basis, to its professional advisers;
- (d) to the Serious Fraud Office where the Party has reasonable grounds to believe that the other Party is involved in activity that may constitute a criminal offence under the Bribery Act 2010;
- (e) where the Receiving Party is the Supplier, to the Staff on a need to know basis to enable performance of the Supplier's obligations under the Contract provided that the Supplier shall procure that any Staff to whom it discloses Confidential Information pursuant to this clause 13.2(e) shall observe the Supplier's confidentiality obligations under the Contract; and
- (f) where the Receiving Party is UKRI:
 - (i) on a confidential basis to the employees, agents, consultants and contractors of UKRI;
 - (ii) on a confidential basis to any Central Government Body, any successor body to a Central Government Body or any company to which UKRI transfers or proposes to transfer all or any part of its business;
 - (iii) to the extent that UKRI (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions; or
 - (iv) in accordance with clause 14.

and for the purposes of the foregoing, references to disclosure on a confidential basis shall mean disclosure subject to a confidentiality agreement or arrangement containing terms no less stringent than those placed on UKRI under this clause 13.

12.3 The Parties acknowledge that, except for any Information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of the Contract is not Confidential Information and the Supplier hereby gives its consent for UKRI to publish the Contract in its entirety to the general public (but with any Information that is exempt from disclosure in accordance with the FOIA redacted) including any changes to the Contract agreed from time to time. UKRI may consult with the Supplier to inform its decision regarding any redactions but shall have the final decision in its absolute discretion whether any of the content of the Contract is exempt from disclosure in accordance with the provisions of the FOIA.

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

13 FREEDOM OF INFORMATION

13.1 The Supplier acknowledges that UKRI is subject to the requirements of the FOIA and the EIR and shall:

- (a) provide all necessary assistance and cooperation as reasonably requested by UKRI to enable UKRI to comply with its obligations under the FOIA and the EIR;
 - (b) transfer to UKRI all Requests for Information relating to the Contract that it receives as soon as practicable and in any event within 2 Working Days of receipt;
 - (c) provide UKRI with a copy of all Information belonging to UKRI requested in the Request for Information which is in its possession or control in the form that UKRI requires within 5 Working Days (or such other period as UKRI may reasonably specify) of UKRI's request for such Information; and
 - (d) not respond directly to a Request for Information unless authorised in writing to do so by UKRI.
- 13.2 The Supplier acknowledges that UKRI may be required under the FOIA and the EIR to disclose Information concerning the Supplier or the Goods and/or Services (including commercially sensitive information) without consulting or obtaining consent from the Supplier.
- 13.3 Notwithstanding any other provision in the Contract, UKRI shall be responsible for determining in its absolute discretion whether any Information relating to the Supplier or the Goods is exempt from disclosure in accordance with the FOIA and/or the EIR.
- 14 PROTECTION OF PERSONAL DATA AND SECURITY OF DATA**
- 14.1 In this Clause 15, the terms "data controller" and "data processor" shall have the same meanings given to them under Data Protection Legislation.
- 15.2 The Supplier acknowledges the only Processing (if any) that it is authorised to do is listed in Schedule 4 (*Processing Personal Data*) by UKRI.
- 15.3 The Supplier shall notify UKRI immediately if it considers that any of UKRI's instructions infringe the Data Protection Legislation.
- 15.4 The Supplier shall provide all reasonable assistance to UKRI in the preparation of any Data Protection Impact Assessment prior to commencing any Processing. Such assistance may, at the discretion of UKRI, include:
- 15.4.1 a systematic description of the envisaged Processing and the purpose of the Processing;
 - 15.4.2 an assessment of the necessity and proportionality of the Processing in relation to the Goods and/or Services;
 - 15.4.3 an assessment of the risks to the rights and freedoms of Data Subjects; and
 - 15.4.4 the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
- 15.5 The Supplier shall, in relation to any Personal Data Processed in connection with its obligations under this Contract:
- 15.5.1 Process that Personal Data only in accordance with Schedule 4 (*Processing Personal Data*), unless the Supplier is required to do otherwise by Law. If it is so required the Supplier shall notify UKRI before Processing the Personal Data unless prohibited by Law;

15.5.2 ensure that it has in place Protective Measures, (if the Supplier is holding UKRI Data, including back-up data, that it is held by a secure system that complies with the Security Policy and any applicable Security Management Plan) which UKRI may reasonably reject (but failure to reject shall not amount to approval by UKRI of the adequacy of the Protective Measures) having taken account of the:

- a) nature of the data to be protected;
- b) harm that might result from a Personal Data Breach;
- c) state of technological development; and
- d) cost of implementing any measures;

15.5.3 ensure that:

- a) the Supplier Staff do not Process Personal Data except in accordance with the Contract (and in particular Schedule 4 (*Processing Personal Data*));
- b) it uses all reasonable endeavours to ensure the reliability and integrity of any Supplier Staff who have access to the Personal Data and ensure that they:
 - (i) are aware of and comply with the Supplier's duties under this Clauses 15 and 13;
 - (ii) are subject to appropriate confidentiality undertakings with the Supplier or any sub-processor;
 - (iii) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by UKRI or as otherwise permitted by this Contract; and
 - (iv) have undergone adequate training in the use, care, protection and handling of Personal Data;

15.5.4 not transfer Personal Data outside of the UK unless the prior written consent of UKRI has been obtained and the following conditions are fulfilled:

- a) the transfer is in accordance with Article 45 of the UK GDPR (or section 73 of DPA 2018); or
- b) UKRI or the Supplier has provided appropriate safeguards in relation to the transfer (whether in accordance with UK GDPR Article 46 or section 75 of the DPA 2018) as determined by UKRI which could include relevant parties entering into the International Data Transfer Agreement (the "**IDTA**"), or International Data Transfer Agreement Addendum to the European Commission's SCCs (the "**Addendum**"), as published by the Information Commissioner's Office from time to time, as well as any additional measures determined by UKRI;
- c) the Data Subject (as defined by the Data Protection Act 2018) has enforceable rights and effective legal remedies;
- d) the Supplier complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist UKRI in meeting its obligations); and
- e) the Supplier complies with any reasonable instructions notified to it in advance by UKRI with respect to the Processing of the Personal Data;

- 15.5.5 where the Personal Data is subject to EU GDPR, not transfer Personal Data outside of the EU unless the prior written consent of UKRI has been obtained and the following conditions are fulfilled:
- a) the transfer is in accordance with Article 45 of the EU GDPR; or
 - b) the transferring Party has provided appropriate safeguards in relation to the transfer in accordance with Article 46 of the EU GDPR as determined by the non-transferring Party which could include relevant parties entering into Standard Contractual Clauses in the European Commission's decision 2021/914/EU or such updated version of such Standard Contractual Clauses as are published by the European Commission from time to time as well as any additional measures determined by the non-transferring Party;
 - c) the Data Subject has enforceable rights and effective legal remedies;
 - d) the transferring Party complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the non-transferring Party in meeting its obligations); and
 - e) the transferring Party complies with any reasonable instructions notified to it in advance by the non-transferring Party with respect to the processing of the Personal Data; and
- 15.5.6 at the written direction of UKRI, delete or return Personal Data (and any copies of it) to UKRI on termination of this Contract unless the Supplier is required by Law to retain the Personal Data.
- 15.6 Subject to Clause 15.7, the Supplier shall notify UKRI immediately if in relation to it Processing Personal Data under or in connection with this Contract it:
- 15.6.1 receives a Data Subject Access Request (or purported Data Subject Access Request);
 - 15.6.2 receives a request to rectify, block or erase any Personal Data;
 - 15.6.3 receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
 - 15.6.4 receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data Processed under the Contract;
 - 15.6.5 receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
 - 15.6.6 becomes aware of a Personal Data Breach.
- 15.7 The Supplier's obligation to notify under Clause 15.6 shall include the provision of further information to UKRI, as details become available.
- 15.8 Taking into account the nature of the Processing, the Supplier shall provide UKRI with assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under Clause 15.6 (and insofar as possible within the timescales reasonably required by UKRI) including by immediately providing:
- 15.8.1 UKRI with full details and copies of the complaint, communication or request;

- 15.8.2 such assistance as is reasonably requested by UKRI to enable it to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
- 15.8.3 UKRI, at its request, with any Personal Data it holds in relation to a Data Subject;
- 15.8.4 assistance as requested by UKRI following any Personal Data Breach; and/or
- 15.8.5 assistance as requested by UKRI with respect to any request from the Information Commissioner's Office or any other regulatory authority, or any consultation by UKRI with the Information Commissioner's Office or any other regulatory authority.
- 15.9 The Supplier shall maintain complete and accurate records and information to demonstrate its compliance with Clause 15. This requirement does not apply where the Supplier employs fewer than 250 staff, unless:
 - 15.9.1 UKRI determines that the Processing is not occasional;
 - 15.9.2 UKRI determines the Processing includes special categories of data as referred to in Article 9(1) of the UK GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the UK GDPR; or
 - 15.9.3 UKRI determines that the Processing is likely to result in a risk to the rights and freedoms of Data Subjects.
- 15.10 The Supplier shall allow for audits of its Data Processing activity by UKRI or UKRI's designated auditor.
- 15.11 The Parties shall designate a Data Protection Officer if required by the Data Protection Legislation.
- 15.12 Before allowing any sub-processor to process any Personal Data related to the Contract, the Supplier must:
 - 15.12.1 notify UKRI in writing of the intended sub-processor and processing;
 - 15.12.2 obtain the written consent of UKRI;
 - 15.12.3 enter into a written agreement with the sub-processor which give effect to the terms set out in this Clause 15 such that they apply to the sub-processor; and
 - 15.12.4 provide UKRI with such information regarding the sub-processor as UKRI may reasonably require.
- 15.13 To the extent that UKRI provides its consent pursuant to clause 15.12, the Supplier shall flow down the contractual obligations contained in this clause 15 to sub-processors. For the avoidance of doubt, the Supplier shall remain fully liable for all acts or omissions of any of its sub-processor.
- 15.14 UKRI may, at any time on not less than 30 Working Days' notice, revise this Clause 15 by replacing it with any applicable controller to Supplier standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this Contract).
- 15.15 The Parties agree to take account of any guidance issued by the Information Commissioner's Office. UKRI may on not less than 30 Working Days' notice to the Supplier amend this Contract to ensure that it complies with any guidance issued by the Information Commissioner's Office.

15 LIABILITY

- 15.1 UKRI shall not be responsible for any injury, loss, damage, cost or expense suffered by the Supplier if and to the extent that it is caused by the negligence or wilful misconduct of the Supplier or the Staff or breach by the Supplier of its obligations under the Contract. The Supplier shall not be responsible for any injury, loss, damage, cost or expense suffered by UKRI if and to the extent that it is caused by the negligence or wilful misconduct of UKRI or by breach by UKRI of its obligations under the Contract.
- 15.2 Subject always to clause 16.5 and 16.6 in no event shall either Party be liable to the other Party for any:
- (a) loss of profits;
 - (b) loss of business;
 - (c) loss of revenue;
 - (d) loss of or damage to goodwill;
 - (e) loss of savings (whether anticipated or otherwise); and/or
 - (f) any indirect, special or consequential loss or damage.
- 15.3 Subject always to clause 16.5 and 16.6, the aggregate liability of the Supplier in respect of all defaults, claims, losses or damages howsoever caused, whether arising from breach of the Contract, the supply or failure to supply of the Goods and/or perform the Services, misrepresentation (whether tortious or statutory), tort (including negligence), breach of statutory duty or otherwise shall in no event exceed the Limit of Liability.
- 15.4 Subject to clause 16.5, the aggregate liability of UKRI in respect of all defaults, claims, losses or damages howsoever caused, whether arising from breach of the Contract, misrepresentation (whether tortious or statutory), tort (including negligence), breach of statutory duty or otherwise shall in no event exceed a sum equal to the Charges.
- 15.5 Nothing in the Contract shall be construed to limit or exclude either Party's liability for:
- (a) death or personal injury caused by its negligence or that of its Staff;
 - (b) fraud or fraudulent misrepresentation by it or that of its Staff;
 - (c) breach of any obligation as to title implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or
 - (d) any other matter which, by law, may not be excluded or limited.
- 15.6 The Supplier's liability under the indemnities in clauses 11.5, 15 and 20.3 shall be unlimited.
- 15.7 The Supplier shall effect and maintain an adequate level of insurance cover in respect of all risks that may be incurred by it in the performance of this Contract. On request from UKRI, the Supplier shall provide UKRI with copies of the insurance policy certificates and details of the cover provided.

16 FORCE MAJEURE

Neither Party shall have any liability under or be deemed to be in breach of the Contract for any delays or failures in performance of the Contract which result from circumstances beyond the reasonable control of the Party affected. Each Party shall promptly notify the

other Party in writing when such circumstances cause a delay or failure in performance and when they cease to do so. If such circumstances continue for a continuous period of more than 30 days, either Party may terminate the Contract by written notice to the other Party.

17 TERMINATION

17.1 UKRI may terminate the Contract in whole or in part at any time before the Goods and/or Services are provided with immediate effect by giving the Supplier written notice, whereupon the Supplier shall discontinue the provision of the Goods and/or Services (in whole or in part as applicable). UKRI shall pay to the Supplier:

- (a) such Charges or that part of the Charges for Goods which have been Delivered to UKRI or, on the deemed date of service of the notice of cancellation, are already in transit and the costs of materials which the Supplier has purchased to fulfil the order for the Goods and which cannot be used for other orders or be returned to the supplier of those materials for a refund; and/or
- (b) such Charges or that part of the Charges for Services provided and a fair and reasonable portion of the Charges for work-in-progress in performing the Services at the time of termination,

but UKRI shall not be liable for any loss of anticipated profits or any consequential loss and the Supplier shall have a duty to mitigate its costs and shall on request provide proof of work-in-progress claimed.

17.2 UKRI may terminate the Contract at any time by notice in writing to the Supplier to take effect on any date falling at least 1 month (or, if the Contract is less than 3 months in duration, at least 10 Working Days) later than the date of service of the relevant notice.

17.3 Without prejudice to any other right or remedy it might have, UKRI may terminate the Contract by written notice to the Supplier with immediate effect if the Supplier:

- (a) (without prejudice to clause 18.3(e)), is in material breach of any obligation under the Contract which is not capable of remedy;
- (b) repeatedly breaches any of the terms and conditions of the Contract in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms and conditions of the Contract;
- (c) 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;
- (d) undergoes a change of control within the meaning of section 1124 of the Corporation Tax 2010, unless UKRI has given its prior written consent to the change of control or does not raise an objection within 6 months of the Supplier's written notice to UKRI that a change of control has occurred;
- (e) breaches the provisions of clauses 8.2, 13, 14, 15 and 19;
- (f) becomes insolvent, or if an order is made or a resolution is passed for the winding up of the Supplier (other than voluntarily for the purpose of solvent amalgamation or reconstruction), or if an administrator or administrative receiver is appointed in respect of the whole or any part of the Supplier's assets or business, or if the Supplier makes any composition with its creditors or takes or suffers any similar or analogous action (to any of the actions detailed in this clause 18.3) in consequence of debt in any jurisdiction; or

- (g) fails to comply with legal obligations in the fields of environmental, social or labour law.
- 17.4 The Supplier shall notify UKRI as soon as practicable of any change of control as referred to in clause 18.3(d) or any potential such change of control.
- 17.5 In addition to the Supplier's statutory rights, the Supplier may terminate the Contract by written notice to UKRI if UKRI has not paid any undisputed invoice within 90 days of it falling due.
- 17.6 Termination or expiry of the Contract shall be without prejudice to the rights of either Party accrued prior to termination or expiry and shall not affect the continuing rights of the Parties under clauses 2, 3.2, 3.3, 8, 11, 12.1, 13, 14, 15, 16, 18.7, 19.4, 20.3, 21 and 22.9 and any other term or condition of the Contract that either expressly or by implication has effect after termination.
- 17.7 Upon termination or expiry of the Contract, the Supplier shall:
- (a) give all reasonable assistance to UKRI and any incoming supplier of Goods and/or Services; and
 - (b) return all requested documents, information and data to UKRI as soon as reasonably practicable.
- 18 **COMPLIANCE**
- 18.1 The Supplier shall promptly notify UKRI of any health and safety hazards which may arise in connection with the performance of its obligations under the Contract. UKRI shall promptly notify the Supplier of any health and safety hazards which may exist or arise at UKRI's premises and which may affect the Supplier in the performance of its obligations under the Contract.
- 18.2 The Supplier shall:
- (a) comply with the reasonable requirements of UKRI's security arrangements;
 - (b) comply with all UKRI's health and safety measures;
 - (c) notify UKRI immediately in the event of any incident occurring in the performance of its obligations under the Contract on UKRI's premises where that incident causes any personal injury or damage to property which could give rise to personal injury;
 - (d) perform its obligations under the Contract in accordance with all applicable equality law and UKRI's equality and diversity policy as provided to the Supplier from time to time;
 - (e) take all reasonable steps to secure the observance of clause 19.2(d) by all Staff; and
 - (f) supply the Goods and any packaging in accordance with UKRI's environmental policy as provided from time to time.
- 18.3 The Goods shall be packed and marked in a proper manner and in accordance with any instructions specified in the Award Letter, any statutory requirements and any requirements of the carriers. All packaging materials shall be considered non-returnable. The Supplier shall indemnify UKRI against all actions, suits, claims, demands, losses, charges, costs and expenses which UKRI may suffer or incur as a result of, or in connection with, any breach of this clause 19.3.

- 18.4 If notified by UKRI, the Supplier shall comply with, and shall ensure that its Staff shall comply with, the provisions of:

- (a) the Official Secrets Acts 1911 to 1989; and
- (b) section 182 of the Finance Act 1989.

19 **PREVENTION OF FRAUD AND CORRUPTION**

- 19.1 The Supplier shall not offer, give, or agree to give anything, to any person an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of the Contract or for showing or refraining from showing favour or disfavour to any person in relation to the Contract.
- 19.2 The Supplier shall take all reasonable steps, in accordance with Good Industry Practice, to prevent fraud by the Staff and the Supplier (including its shareholders, members and directors) in connection with the Contract and shall notify UKRI immediately if it has reason to suspect that any fraud has occurred or is occurring or is likely to occur.
- 19.3 If the Supplier or the Staff engages in conduct prohibited by clause 20.1 or commits fraud in relation to the Contract or any other contract with the Crown (including UKRI) UKRI may:
- (a) terminate the Contract and recover from the Supplier the amount of any loss suffered by UKRI resulting from the termination, including the cost reasonably incurred by UKRI of making other arrangements for the supply of the Goods and/or Services and any additional expenditure incurred by UKRI throughout the remainder of the Contract; or
 - (b) recover in full from the Supplier any other loss sustained by UKRI in consequence of any breach of this clause.

20 **DISPUTE RESOLUTION**

- 20.1 The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the Contract and such efforts shall involve the escalation of the dispute to an appropriately senior representative of each Party.
- 20.2 If the dispute cannot be resolved by the Parties within one month of being escalated as referred to in clause 21.1, the dispute may by agreement between the Parties be referred to a neutral adviser or mediator (the "**Mediator**") chosen by agreement between the Parties. All negotiations connected with the dispute shall be conducted in confidence and without prejudice to the rights of the Parties in any further proceedings.
- 20.3 If the Parties fail to appoint a Mediator within one month, or fail to enter into a written agreement resolving the dispute within one month of the Mediator being appointed, either Party may exercise any remedy it has under applicable law.

21 **GENERAL**

- 21.1 Each of the Parties represents and warrants to the other that it has full capacity and authority, and all necessary consents, licences and permissions to enter into and perform its obligations under the Contract, and that the Contract is executed by its duly authorised representative.
- 21.2 The Supplier warrants and represents that during the Term it shall not accept work from other sources that will in any way impair or affect its ability to provide the Goods and/or Services and comply with the terms of this Contract.

- 21.3 The Supplier must make sure that neither it nor any of its Staff or sub-contractors are placed in a position where there is or may be an actual conflict, or a potential conflict, between their interests or the interests of its Staff or sub-contractors and the Supplier's obligations under this Contract. You must disclose to us the particulars of any conflict of interest that arises.
- 21.4 A person who is not a party to the Contract shall have no right to enforce any of its provisions which, expressly or by implication, confer a benefit on him or her, without the prior written agreement of the Parties.
- 21.5 The Contract cannot be varied except in writing signed by a duly authorised representative of both the Parties.
- 21.6 The Contract contains the whole agreement between the Parties and supersedes and replaces any prior written or oral agreements, representations or understandings between them. The Parties confirm that they have not entered into the Contract on the basis of any representation that is not expressly incorporated into the Contract. Nothing in this clause 22.6 shall exclude liability for fraud or fraudulent misrepresentation.
- 21.7 Any waiver or relaxation either partly, or wholly of any of the terms and conditions of the Contract shall be valid only if it is communicated to the other Party in writing and expressly stated to be a waiver. A waiver of any right or remedy arising from a breach of contract shall not constitute a waiver of any right or remedy arising from any other breach of the Contract.
- 21.8 The Contract shall not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the Parties other than the contractual relationship expressly provided for in the Contract. Neither Party shall have, nor represent that it has, any authority to make any commitments on the other Party's behalf.
- 21.9 Except as otherwise expressly provided by the Contract, all remedies available to either Party for breach of the Contract (whether under the Contract, statute or common law) are cumulative and may be exercised concurrently or separately, and the exercise of one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.
- 21.10 If any provision of the Contract is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from the Contract and rendered ineffective as far as possible without modifying the remaining provisions of the Contract, and shall not in any way affect any other circumstances of or the validity or enforcement of the Contract.

22 NOTICES

- 22.1 Any notice to be given under the Contract shall be in writing and may be served by personal delivery, first class recorded or, subject to clause 23.3, e-mail to the address of the relevant Party set out in the Award Letter, or such other address as that Party may from time to time notify to the other Party in accordance with this clause.
- 22.2 Notices served as above shall be deemed served on the Working Day of delivery provided delivery is before 5.00pm on a Working Day. Otherwise delivery shall be deemed to occur on the next Working Day. An email shall be deemed delivered when sent unless an error message is received.
- 22.3 Notices under clauses 17 and 18 may be served by email only if the original notice is then sent to the recipient by personal delivery or recorded delivery in the manner set out in clause 23.1.

23 GOVERNING LAW AND JURISDICTION

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

Schedule 2 - Specification

- 1 The Suppliers shall provide the Goods and/or Services in accordance with this Schedule
- 2.

Introduction

UK Research and Innovation (UKRI) seeks a supplier to carry out a formative and summative evaluation of a public dialogue commissioned by the UKRI Public Engagement team with support from UKRI's Sciencewise programme.

An independent evaluation is a condition of Sciencewise funding for public dialogue projects.

The full public dialogue requirement to be evaluated can be found in this document under section 4.

Aims, objectives and guidance for Sciencewise evaluations in general and this evaluation in particular are described in section 2 and 3. Deliverables, including detailed reporting requirements, and timetable comprise sections 5 and 6.

Evaluation Aims & Objectives

Evaluating Sciencewise public dialogue projects

The aim of evaluating the dialogue projects co-funded through the Sciencewise programme is to contribute to the programme's overall aim by providing an independent assessment of the impacts and quality of the dialogue project as a whole, including the design, delivery, reporting and governance of the dialogue activities.

The objectives of Sciencewise programme evaluations are to:

- Gather and present objective and robust evidence of the nature and quality of the impacts, achievements and activities of the project in order to come to conclusions.
- Identify lessons from the project to support the design and delivery of future public dialogue projects.

Evaluations must consider a project as a whole, covering all the activities described in the dialogue specification, including:

- any preliminary activities (e.g. desk research, literature review).
- governance (e.g. steering or oversight groups; other decision-making processes).
- stakeholder engagement.
- public dialogue activities (e.g. number, location and design of events; sampling, recruitment and number of participants; quality of information provided; specialists involved).
- any other related public engagement activities (e.g. polls or online surveys).
- the key questions addressed by the public.
- methods of recording and analysis of public discussions.
- reports from the project including to public participants.
- activities to disseminate and use the dialogue results.
- any other relevant activities affecting the impacts, value and credibility of the dialogue results.

Evaluations must be conducted independently of the dialogue project, and in accordance with the Sciencewise programme note, Guidance on Evaluating Projects. This can be found on the UK SBS portal or at sciencewise.org.uk. They should also be undertaken against the quality standards identified in the Sciencewise Quality Framework¹, and in the broader context of the Sciencewise guiding principles².

Focus of Sciencewise programme evaluations

Sciencewise evaluations should include formative and summative elements.

- **Formative:** The evaluator will be expected to use evidence gathered throughout the project to support the delivery of a high-quality project.
- **Summative:** Identifying the impacts of and lessons from the governance, management, design, delivery, outputs and outcomes of the dialogue project overall. This requires analysis based on detailed evidence using the quantitative and qualitative data that will need to be collected by the evaluation. The focus should be on identifying the impacts of the project and how the design, delivery, governance and outputs contributed to these.

Expectations of the evaluation

The evaluation is not intended to assess the personal performance of those involved.

The evaluator will be expected to determine if and how the dialogue has achieved the objectives specified, providing credible evidence in support of their conclusions. The dialogue objectives are given below (and again in section 4, the dialogue specification).

Overall aim of dialogue to be evaluated:

The overall aim of the project is to engage a diverse group of the public to deliberate on the topic of ultra processed foods in the context of tackling obesity. Subjects for discussion include impacts on health, information sources, governance and regulation and research and action priorities.

The findings of this dialogue and building on other reviews of evidence, will be used to understand where research would be valuable, informing future research strategy in this area and enabling gaps in existing knowledge to be identified and addressed. Findings will also be made available in developing policy relating to dietary, health and lifestyle choices.

To meet these expectations, this dialogue – which will be carried out with citizens reflective of UK society – must achieve **six objectives**:

Project objectives:

- To produce quantitative information on public attitudes and knowledge of UPF via a representative survey (or alternative approach as deemed appropriate by the contractor).
- To understand participants' knowledge and attitudes on UPF using deliberative and dialogic approaches.
- To examine trade-offs associated with UPF and explore participants' views on the benefits and disadvantages of UPF in various contexts – i.e. health, society, economy/cost, food systems, inequalities, environment.
- To explore how cultural and social attitudes towards food impact on knowledge and attitudes towards UPF, including consideration of differential distribution of benefits and disadvantages across different social and cultural groups.
- To explore participants' expectations of public health messaging, food marketing and regulation within the food system.
 - What actions do dialogue participants want to see from regulators, government and/or industry? And in times where scientific evidence is uncertain.
 - What are their information needs and who do they trust to provide information to them?
- To use the findings from the project as a whole to inform UKRI's future research strategies:
 - What do dialogue participants see as the main research questions on UPF?

Dialogue success factors:

Bidders should indicate how they propose to assess if and how the dialogue has achieved its objectives, drawing on the success factors below, and any others they propose.

At this stage, it is expected that the success of this dialogue will be assessed by a range of factors, which are either additional to or complementary with the standards outlined in the Sciencewise Quality Framework.

Factors are likely to include:

- The high quality of the design and delivery of the public dialogue project (good practice, value and effectiveness), in particular:
 - The design of a process that enables exploration of the values and perspectives underlying participants' top of mind views.
 - Wide and open framing of questions without predefined options or futures, allowing participants to generate, develop and express their views freely and interrogate assumptions held by the commissioning bodies or stakeholders.
 - Effective use of online/digital channels to engage a diverse and inclusive set of participants.
 - Consideration of EDI in recruiting participants to the dialogue, stakeholder work and Oversight Group.
- Diversity of representation within the oversight group and stakeholders involved in the project, reflecting the wide range of interests involved in the subject.

¹ Sciencewise (2017) *Quality in Public Dialogue. A framework for assessing the quality of public dialogue*. This is available on the UK SBS portal or at sciencewise.org.uk.

² Sciencewise (2017) *The Government's Approach to Public Dialogue on Science and Technology*. This is available on the UK SBS portal or at sciencewise.org.uk.

- The involvement of oversight group members and other stakeholders in developing the design and content of dialogue events and in shaping the final report.
- The involvement of a wide range of stakeholders throughout the project, including at workshops, who then go on to use what they have learned in their own policy and practice.
- The robustness of data analysis and quality of reporting.
- Evidence of the distribution and use of the dialogue results among policy makers.
- Evidence of the satisfaction of public and stakeholder participants with the quality and outcomes of the dialogue.
- Quality of reporting, including:
 - clarity of participant voice, including the impact on participants' views of information input (e.g., written, visual, presented materials) and deliberation during the workshops.
 - participants' use of metaphors/analogies etc during the process of developing their views, and reflection on the implications of these.
- Statements from research and innovation bodies and policy-makers on the impacts, value and benefits of public dialogue; and
- The greater willingness and ability of the commissioning body to undertake public dialogue in future (learning about the place, value and practice of public dialogue in policy and decision making).

Requirements of the evaluation contractor:

- Bidders should demonstrate a sound understanding of the brief and should have experience of the evaluation of public dialogue and / or other public engagement processes and of using best practice techniques to evaluate dialogue processes involving the general public, experts and policymakers.
- Bidders should discuss how an online approach to this dialogue might impact on the approach and quality of the evaluation and the validity and robustness of the findings.
- Applicants should demonstrate how they would be prepared to adapt to developments or changes in the dialogue project.
- A single contract will be let for the evaluation. Applicants should provide details of any sub-contractors, or support staff, which the evaluator intends to use. Details of oversight procedures should be provided.
- Without compromising the independence of the evaluation process, the evaluator must be prepared to grant access to UKRI and Sciencewise to allow inspection of the work at any time. The evaluator must also be prepared to provide further information to these parties should it be requested.
- The evaluator will be required to inform UKRI and Sciencewise promptly, in writing, of any cessation of work and of any event or circumstance likely to significantly affect the satisfactory completion of the evaluation.

Background to the Evaluation Requirement

This specific contract is to evaluate the UKRI and Sciencewise-supported public dialogue on ultra-processed foods. Please see section 4 for the complete specification of the dialogue project, currently out to tender.

The following six key questions must be answered when evaluating a Sciencewise dialogue project:

- **Lessons.** Based on the results of the public dialogue, how can the centre build on this for future projects? What are the lessons for future public dialogue projects (including from what worked well and less well)?
- **Objectives.** Has the dialogue met its objectives? Were the objectives set the right ones?
- **Credibility.** How and why were the dialogue design, delivery and reporting appropriate to the context and objectives, and credible with those expected to use the results?
- **Quality.** Has the dialogue met standards of good practice (according to the Sciencewise Quality Framework and Guiding Principles)? What took place, how, when, where, with whom and why? How successful has the governance of the project been, including the role of stakeholders, oversight groups, the commissioning body and the Sciencewise programme?
- **Impacts.** Has the dialogue achieved the expected (and any unexpected) impacts on policy and decisions, on organisational change and learning, and on all those involved? What new insights have been obtained (including on tackling potential social and ethical risks)? Who has seen the results and how have the results been used? What has been the value of the project to those involved, including the extent to which those involved have been satisfied with the dialogue outcomes and process?
- **Costs and benefits.** What was the balance overall of the costs and benefits of the dialogue (basic costs compared to benefits including potential future costs saved)?

■ **Overall approach to the evaluation:**

■ **It is expected that there will be three main stages of dialogue project evaluation:**

- **Baseline assessment.** Early review of the specific policy context for the project, governance and management arrangements and the expectations of those involved about the likely achievements and impacts of the project on policy decisions.
- **Interim assessment of design and delivery.** Review of the quality of the design and delivery of dialogue activities, based on evidence from the evaluation research, including observation of events and feedback from public and other participants (e.g. specialists and other stakeholders), and the role of governance and management arrangements. The interim assessment should include evidence on how early scoping stages have informed the content and design of materials used in the workshop. It should also include evidence-based observations on the contribution of management and oversight arrangements to the quality of delivery. This will feed into the final assessment of the project, and final evaluation reporting.
- **Final assessment of the project overall and reporting.** Final research and analysis following the dissemination of the dialogue project reports to gain further feedback from those involved (e.g. the oversight group, commissioning body and others). These new data, together with data from earlier stages, should be used to produce the final evaluation report.

Bidders are advised to note that the deadline for the final assessment and report will be approximately six months following publication of the final dialogue report, where publication occurs within a month of the dialogue contract ending. (See also Timescales section).

Design and delivery

- The evaluator will develop the evaluation process, and provide a detailed methodology, including an evaluation framework, success criteria and metrics as appropriate.
- The evaluator must undertake all aspects of the evaluation, including data collection, collation and analysis. The evaluator may wish to outline the support they would require from the dialogue delivery contractor in aspects of the process (e.g. data collection).

- All evaluation plans, materials (e.g. questionnaires and interview schedules) and all reports need to be discussed in draft with (commissioners) and Sciencewise, and formally signed off before use.

Formative Evaluation

- The evaluator should be prepared to provide on-going feedback, based on evidence from evaluation research and emerging evaluation findings, to support project development and the delivery of a high-quality dialogue. They must be aware, however, of their role as an evaluator and of the need to draw on evidence during any formative evaluation activities and be aware of the risks of “marking their own work”.

Meetings

- If possible, the evaluator will be required to take part in the **initial inception meeting** with UKRI, Sciencewise and the dialogue contractor. This is expected to take place in November 2024. If the evaluation contract is awarded later than this the evaluator is responsible for catching up on what was discussed and agreed at that meeting.
- The evaluator will be required to take part in the final wash-up meeting, held at the end of the project and prior to sign-off on the final evaluation report.
- In addition to these two meetings, evaluation contractors will be invited, and expected to attend, the majority of Oversight Group meetings and all other project team meetings, as part of their formative as well as summative role.

Other considerations:

- Final communication, sign-off and reporting requirements and protocols will be agreed between Sciencewise, UKRI and the evaluation contractor at the Inception Meeting or as soon as the evaluator is in place.
- All outputs must be clearly written in such a way that it makes them easily accessible to a non-technical audience. All technical jargon and terminology must be fully explained and plain English used throughout the reports.
- Circulated drafts and final versions of all outputs should be thoroughly proofread prior to submission. There is a need to build sufficient time (minimum 2 weeks) into your timetable for UKRI and Sciencewise to comment on any draft and final outputs.
- If required by UKRI, the contractor shall produce a further version of a project plan for conducting the evaluation in such further detail as UKRI may reasonably require. The contractor shall ensure that the project plan is subject to UKRI approval. The contractor shall ensure that this plan is maintained and updated on a regular basis as may be necessary to reflect the current state of the implementation.
- UKRI and Sciencewise shall have the right to require the contractor to include any reasonable changes or provisions in each version of the project plan.
- The contractor shall perform its obligations so as to achieve each milestone by the milestone dates agreed in each project plan. Changes to any agreed milestones, as agreed at project inception, shall only be made in accordance with discussion with UKRI and Sciencewise.
- Payment terms will be agreed between UKRI and the contractor, at the Inception Meeting or when the contract is in place.
- Before payment can be considered, each invoice must include a detailed elemental breakdown of work completed and the associated costs.

SPECIFICATION FOR THE DIALOGUE TO BE EVALUATED

Introduction

Diets and lifestyles have changed over time, with increasing consumption of foods high in fats, sugar and salt (HFSS) and ultra processed food (UPF), which has been associated with increasing rates of obesity and poor health outcomes. The UK population ranks among the worst in Europe for rates of obesity and also has one of the highest consumption rates of UPFs¹. The prevalence of obesity both globally and in the UK is increasing, with 25.9% of adults (18 years and above) in the UK estimated to be living with obesity in 2021/22². Obesity is one of the biggest public health issues in the UK, with health outcomes related to excess weight including an increased risk of developing Type II diabetes, cardiovascular disease, some cancers and mental health issues. Obesity related illness is estimated to cost the NHS over £9 billion per year by 2050³ and diet is a major driver of obesity.

Despite good understanding of what pertains to a healthy diet (Eat Well Guide⁴), many people find this hard to follow, or indeed access, as part of their regular diet. Inequalities in diets influenced by the available resources (time, finances, ability) of individuals play a significant role in determining health outcomes and are an important consideration in discussions around diet and health. Changing social attitudes relating to food and convenience are also factors in the prevalence of UPF. Equally important are systemic factors. From a financial accessibility aspect, healthier foods are over twice as expensive per calorie than less healthy options⁵. Increasingly obesogenic food environments and the additional convenience and availability of processed and unhealthy food has likely contributed to the increase in consumption.

In the context of obesity and changing diets, there is concern over associations between increased consumption of UPF and adverse health outcomes. Tackling obesity and the associated health outcomes is a huge undertaking and understanding the role of UPF in dietary choices and ill health forms part of this. UPFs have been the subject of increased attention and debate in the media and in public forums recently, highlighting this topic and knowledge gaps that exist. Many UPFs fall into the category of foods high in fat, salt and sugar, which under the Eat Well Guide, individuals are encouraged to reduce consumption of. However, some foods which contain valuable nutrition such as sliced wholemeal bread and fish fingers are also categorised as UPF. There are also some benefits associated with UPFs in terms of shelf life, food waste, and food safety. Striking an understanding of appropriate classification and where benefits and disadvantages are in relation to UPF is a matter of ongoing work. In terms of research, a number of observational studies have highlighted associations between consumption of UPF and adverse health outcomes⁶, but further research is required to understand the mechanisms behind the associations. Determining the impact of UPF consumption on public health and wellbeing is a complex question of causation versus correlation. Is UPF an issue due to the processed nature of food items, the high fat, salt and sugar content, levels of over consumption, or a combination of all these factors?

The burden of obesity has been highlighted in many ways and has a wide spectrum of impacts, including in economic, equality, health and sustainability terms. Defining the role that UPFs play in this is an important aspect of setting out methods for tackling obesity. Understanding public perception and attitudes towards UPFs across a range of contexts is important in deciding future actions and activities.

To inform UKRI research priorities and future policies, UKRI and Sciencewise are working in partnership to commission a UK-wide public dialogue to explore public knowledge and attitudes on UPF. The dialogue will help establish public views on how UPF impacts the health and wellbeing of the population, awareness of prevalence in diets, function in daily life (convenience foods, accessibility/affordability of food) and appropriate regulation. In the context of this, the dialogue will also aim to explore what participants consider to be important paths for research and policy actions in the area of diet and health, with a specific focus on UPF. The findings from this project will help UKRI inform research strategy and agenda in this area and also provide evidence with relevance to policy.

Project Aim:

The overall aim of the project is to engage a diverse group of the public to deliberate on ultra processed foods, including impacts on health, information sources, governance and regulation and research and action priorities.

The findings of this dialogue and building on other reviews of evidence, will be used to understand where research would be valuable, enabling gaps in existing knowledge to be identified and addressed. Findings will also be made available in developing policy relating to dietary, health and lifestyle choices.

Objectives

This public dialogue will explore the area of UPF in the context of diet and health. The dialogue discussion should cover participants' perceptions of UPF and their views around related information, responsibility, risks and trade-offs, and priorities for action and research.

The project will consist of gathering quantitative information via a representative survey (or alternative approach as determined appropriate by the contractor) on public attitudes and knowledge of UPF and qualitative data through the main dialogue section of the project. The survey data will be used to provide initial results for an interim report, and also identify areas where further in-depth discussion by dialogue participants would prove valuable to the project objectives.

Project objectives:

- To produce quantitative information on public attitudes and knowledge of UPF via a representative survey (or alternative approach as deemed appropriate by the contractor).
- To understand participants' knowledge and attitudes on UPF using deliberative and dialogic approaches.
- To examine trade-offs associated with UPF and explore participants' views on the benefits and disadvantages of UPF in various contexts – i.e. health, society, economy/cost, food systems, inequalities, environment.
- To explore how cultural and social attitudes towards food impact on knowledge and attitudes towards UPF, including consideration of differential distribution of benefits and disadvantages across different social and cultural groups.
- To explore participants' expectations of public health messaging, food marketing and regulation within the food system.
 - What actions do dialogue participants want to see from regulators, government and/or industry? And in times where scientific evidence is uncertain.
 - What are their information needs and who do they trust to provide information to them?
- To use the findings from the project as a whole to inform UKRI's future research strategies:
 - What do dialogue participants see as the main research questions on UPF?

Project discussion areas:

Example areas for discussion within the dialogue include perceptions and knowledge, responsibility, risk and priorities for action relevant to UPF. Below are example illustrative questions to help contractors shape their proposals:

- What do participants know about UPFs, where do they get their information and who do they trust to provide reliable information?
- Where does responsibility lie for making sure that the food we eat is healthy?
- What is the impact of marketing, food environments and public health messaging on dietary and lifestyle choices?
- What are the health, social and economic impacts of UPF consumption and changing diets?
- In the context of future research, what are participants' priorities relating to understanding issues around UPFs?

UKRI agenda

Tackling obesity is a public health priority that spans research, the health care system, the food industry and government. Within UKRI, information on public perceptions of UPFs will be used to inform research agendas and strategy relating to UPFs in the context of tackling obesity and other relevant research areas. Interest in UPF sits across the research councils of UKRI with different contexts including health and social inequalities, food production and manufacturing, environmental impacts and population health. Results of the dialogue will also provide relevant evidence for policy in this area.

Sources of information

The sources below provide a starting place for information on this topic, but this list is by no means exhaustive. Further information, both from scientific literature and in general media, is readily available.

House of Lords Select Committee on food, diet and obesity: This committee has gathered evidence from interested parties to consider the role of foods, such as UPFs and foods high in fat, sugar and salt (HFSS) in a healthy diet, including how they influence health outcomes. No report has been published but transcripts of oral evidence are available.

Food futures public dialogue (FSA)

BSA social intelligence report – TBC

FSA commissioned rapid evidence review on consumer understanding and perceptions about ultra-processed foods (UPFs) – TBC

POST briefing: Health impacts of ultra-processed foods

IGD report on Ultra-processed foods: a consumer perspective

Academic papers:

Nova classification

Monteiro et al, Cadernos de Saúde Pública 2010. <https://doi.org/10.1590/S0102-311X2010001100005>

Monteiro et al, Public Health Nutrition, 2019. <https://doi.org/10.1017%2FS1368980018003762>

Population cohort study

Fang et al, BMJ 2024. <https://doi.org/10.1136/bmj-2023-078476>

- Governance and management
- **Oversight group:** This dialogue will be supported by an Oversight Group that ensures multiple perspectives and the breadth of engagement necessary across a diverse and inclusive range of stakeholders. The Oversight Group will bring different expertise and perspectives from across industry, policy, regulatory bodies, campaign groups, academia and the third sector. The supplier will be expected to engage with the Oversight Group – presenting their approach, gaining feedback, engaging around development of materials, and presenting interim/or final findings.
 - the Oversight Group should bring constructive challenge to the framing, materials and information given to public participants, but they are not decision makers.
- **Project team:** The project team will consist of members from the UKRI Global Food Security Programme team, the UKRI public engagement team and the FSA. UKRI Global Food Security, BBSRC will act as project manager for the dialogue, attending weekly project management meetings, and secretariat for the oversight group and will receive support from the rest of the project team as necessary.
- **Stakeholder group:** Ongoing engagement through the Project team with a UKRI cross-council group will ensure that the dialogue meets their needs and enhance the potential for the dialogue to have a wide impact. The Oversight Group and UKRI network will provide a steer on engagement of stakeholders, with the stakeholder group representing a broader range of organisations than the Oversight Group. Their involvement is expected to drive impact from the project, playing a role in discussion and dissemination of project outputs. Potential activities to be facilitated by the contractor including but not limited to:
 - Stakeholder workshop at the start of the project: broaden the perspective taken on materials; identify potential specialists for workshops; gain buy-in for the dialogue as a whole and for dissemination of the findings.

Stakeholder workshop shortly before publication of the final dialogue report: for discussion of findings, identification and exploration of their implications for different actors in the food system.

Scope

This project has application across UKRI, and findings will be used to inform future research strategy and agenda in the area of UPF with the wider context of tackling obesity. The project has a 12-month timeframe for completion.

The successful supplier must ensure the project is carried out to comply with GDPR regulations and should be able to demonstrate this to UKRI's data protection officer.

Dialogue Project Deliverables

UKRI anticipate requiring the following deliverables from the dialogue successful supplier:

- Attendance at 3 - 4 Oversight Group meetings to present plans and take their views into account.
- Participation in weekly update meetings with the Project team, making a note of key actions and upcoming tasks.
- Design, review and production of dialogue objectives, process and materials with input and review from the oversight group, stakeholder workshop and project team.
- Expert facilitation of the dialogue workshops.
- Identification, briefing and liaison with specialists involved in dialogue activities.
- Develop, run and report on a representative survey to collect quantitative data. Summary findings will be used to develop discussions with dialogue participants.
- Produce a short film (3-5 minutes) with excerpts suitable for social media use.
- Reporting:
 - Preliminary report part way through the project, detailing results of the representative survey.
 - An end of project report summarising methodology, the outputs of the deliberations, and participants' perspectives and conclusions, including an executive summary. We expect there to be 2-3 drafts and comment rounds on the report as well as the final version. Commenting on the report will be managed

by the project team, with input from the Oversight Group expected. Bidders should outline their approach to analysing the data from the panel and reporting on the project.

- Reports should consist of both a formal written element and slides that can be used in presentations. The end of the project report (or an appendix) should include visuals (infographics, images etc) that can be used in social media outputs.
- Public friendly summary of findings, suitable for use with non-specialist audiences. This should be of publishable standard and include a mix of written and visual reporting.
- Dissemination:
 - Outreach to stakeholders/wider public
 - Supporting release and publication of final report and other promotional materials.
- Cooperate with the independent evaluation of the dialogue. UKRI, Sciencewise and the dialogue and evaluation successful suppliers will convene for an inception meeting and a final project wash-up meeting. The dialogue supplier will be expected to prepare for and attend these meetings as well as ensuring personnel responsible for the communication deliverables are adequately informed and prepared.

Project oversight

The successful supplier will be expected to engage with the Oversight Group – presenting their approach, gaining feedback, engaging around materials development, and presenting interim/or final findings. It is also expected that the successful supplier will coordinate stakeholder engagement/workshops run throughout the project.

Dialogue methodology

We invite bidders to provide a well-argued and evidenced proposal as to how they would design and run this public dialogue to fulfil the objectives and requirements specified. Please note the dialogue must be carried out in accordance with Sciencewise quality and guiding principles Sciencewise quality and guiding principles (<https://sciencewise.org.uk/about-sciencewise/our-guiding-principles/>) and the Sciencewise Quality Framework.

The successful supplier should describe in their proposal how their approach will embed the principles and quality measures and ensure that the dialogic and deliberative nature required of Sciencewise projects will be ensured. We ask bidders to consider the best format for the dialogue (online only, face-to-face or a mix of both), but suggest that at least some interaction with and between participants should be carried out in person.

UKRI expects the successful supplier to propose a detailed structure for the project. We anticipate the core of the process will involve deliberative public dialogue processes which enable interaction between participants and specialists, and sufficient time for participants to receive, discuss, reflect, and deliberate on information provided, and share and learn from each other's views.

We would expect the dialogue successful supplier to suggest a sampling approach (numbers and where drawn from) for the dialogue element, with details of how participants will be selected, recruited and retained (including incentivisation structure) and with respect to inclusivity of the range of voices. Dialogue and survey participants should be representative of the UK population, with consideration given to diversity in geographic location (north/south, rural/urban), ethnicity, gender and age. Subgroups within participants of interest include family status (age/number of any dependants) and low-income groups. Consideration should also be made as to whether an overrepresentation of, or focussed sessions with, particular groups (i.e. those where UPFs are more prevalent in diet, those living with excess weight/health conditions/disability) would improve the robustness of the research.

Consideration must be given as part of tender application as to how minoritized/marginalised individuals (e.g. those with disabilities or chronic illness, on low income, English not as a first language, without easy access to computer/tablet or in other ways digitally excluded) will be supported to participate.

Evaluation

An independent evaluation will be commissioned for this project. With the dialogue supplier's collaboration, an independent supplier will be responsible for the evaluation design and delivery.

END OF DIALOGUE SPECIFICATION

Evaluation Requirement

Deliverables for the evaluation

The evaluator will be required to produce the following written reports:

- A baseline report, to:
 - set out expectations of main project actors (stakeholders; commissioners; etc).
 - provide a framework demonstrating how the Sciencewise Quality Framework has informed selection of indicators/data gathered.
 - outline any initial pointers that indicate success and or suggest concern in any part of the project operations.
- Brief monthly progress updates (as required).
- Interim report: date and format to be agreed with UKRI and Sciencewise.
- Final evaluation report:
 - draft to be shared with the UKRI project team and Sciencewise lead evaluator prior to the wash-up meeting, following publication of the final dialogue report. They will comment on any initial changes.
 - improved draft circulated to attendees at the wash-up meeting, one week in advance of meeting.
 - final version in a form that can be published: **final interviews should be carried out approximately six months following the wash-up meeting, with final report to follow shortly, at a time agreed with the commissioners/Sciencewise.**

The final evaluation report will be expected to use the evidence gathered to support any conclusions or recommendations and to demonstrate the dynamic interconnection of different elements of the project in contributing to its success.

Reporting

Contractors should note that the final elements of the evaluation and the final report will be carried out approximately 6 months after publication of the final dialogue report, which in turn should occur within a month of the dialogue contract period ending. This is to allow some time for dissemination and consideration of the dialogue findings and hence for clearer and more substantive evidence of its impacts.

The final evaluation report should take into consideration the commissioners' and Sciencewise's expectations about the approach to the dialogue (as outlined in the dialogue specification) and provide evidence to support success or failure to deliver against these expectations (e.g., the role of project management, oversight, communications, specialist involvement, changes in requirements, other factors), and the success factors outlined above. Final reports should include:

- an executive summary that will work as a stand-alone document: this should include a brief description of the purpose of the project, timing and activities; a brief summary of the evaluation methodology, and the main evaluation findings particularly on impacts, lessons for the future and conclusions.
- a description of and rationale for the evaluation methodology, including any underlying theoretical commitments or assumptions; project objectives, timescale and activities (including reports), so that readers will know what the purpose of the project was, what took place and when.
- a summary of the evaluation methodology, any metrics, and data collection sources and tools
- detailed analysis and evidenced conclusions from the evaluation research across all three stages.

The report should focus on the impacts of the project to date and anticipated future impacts. It should demonstrate and provide evidence of how the dialogue project activities have contributed to and interacted to produce the overall success of the project and its impacts. It should address all six key questions outlined above. Project activities addressed should include:

- Preliminary activities (e.g. desk research, scoping activities).
- Governance (e.g. oversight groups) and stakeholder engagement.
- Project management (both commissioning body and dialogue delivery contractor).

- Public dialogue activities (e.g. sampling, recruitment and number of participants; number, location and design of events; the main questions addressed by the public; quality of information provided; role and value of scientists and other specialists involved).
- Any other related public engagement activities and any other activities affecting the impacts, value and credibility of the dialogue results.
- Report and reporting (including methods of analysis / recording) from the project, including to public participants.
- All impacts (achieved and expected), and all dissemination and use of dialogue results.
- Reflective learning, drawing out the main lessons of the evaluation and how these might inform future dialogues. In particular, we welcome consideration of if and how conducting the project online has impacted on the quality, validity and value to stakeholders/commissioners of the project outputs.

Detailed evaluation data (e.g. questionnaire responses, frameworks, use of Sciencewise Quality Framework, etc) should be provided in annexes.

The report must be written in coherent and accessible language and provided in a form that is useful for learning and demonstrating impacts.

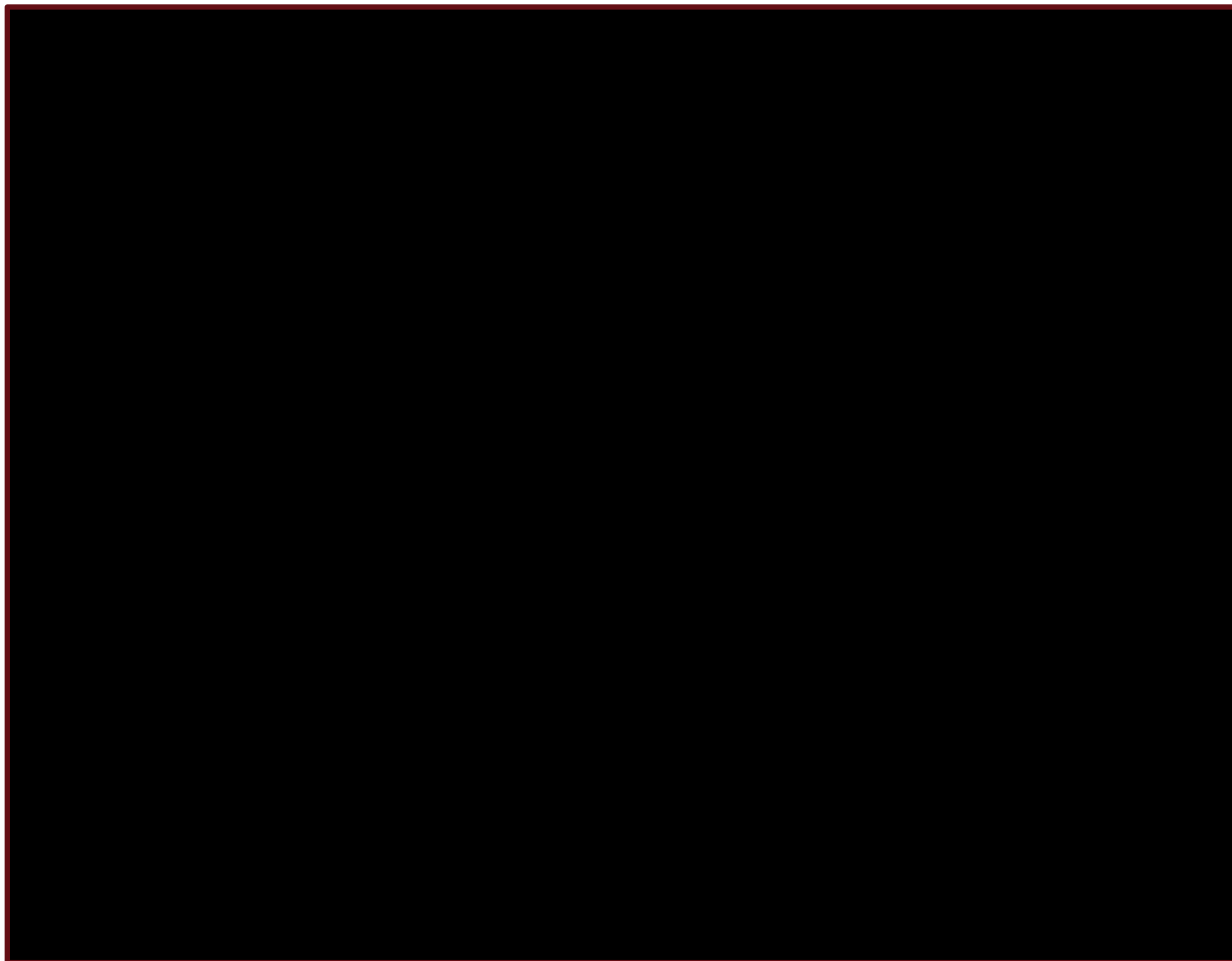
Timetable

The timetable for delivery of the dialogue is indicative and is not currently linked to specific events, but the proposed topic for the dialogue is a current discussion piece and the findings of the dialogue are intended to be used for influencing research agendas and policy, so the following timetable is suggested to make the most of political *etc* landscapes. Interim report at 6 months, full report at completion of the project.

Date	Activity
January 2025	Completion of and reporting on deep dive topic review (17 January 2025) Oversight group first meeting (21 st January 2025)
11 February 2024	Stakeholder design workshop
February – March 2025	Survey Oversight group second meeting (w/c 10 th March 2025)
March – June 2025	Sign off on design and materials (31 st March 2025) Interim report (March 2025) Fieldwork (e.g. main workshop – April to June 2025) Completion of workshop 1s (30 th April 2025)
21 June 2025	Completion of all workshops
July – October 2025	Analysis and reporting Oversight group third meeting (w/c 14 th July 2025) Stakeholder findings review workshop (w/c 15 th September 2025) Completion of stakeholder / participant workshop (19 th September 2025)
October – November 2025	Final report/dissemination & stakeholder briefings Final Oversight group meeting (w/c 20 th October 2025) Review final report and produce interim evaluation report (November 2025)
19 December 2025	Completion of UPF Public Dialogue project
May 2026	Final UPF Evaluation report Completion of UPF Public Dialogue evaluation

Schedule 3 - Charges

- 1 The Charges for the Services shall be as set out in this Schedule 3 below.
- 2 The Charges shall not exceed £22,507.50 excluding VAT.



Schedule 4 - Processing Personal Data

1. This Schedule shall be completed by UKRI, who may take account of the view of the Supplier, however the final decision as to the content of this Schedule shall be with UKRI at its absolute discretion.
 - 1.1 The contact details of the UKRI's Data Protection Officer are: dataprotection@ukri.org
 - 1.2 The contact details of the Supplier's Data Protection Officer are: [REDACTED]
 - 1.3 The Supplier shall comply with any further written instructions with respect to Processing by UKRI.
 - 1.4 Any such further instructions shall be incorporated into this Schedule.

Description	Details
Identity of Controller for each Category of Personal Data	<p>The Relevant Authority is Controller, and the Supplier is Processor The Parties acknowledge that in accordance with paragraph 2 to paragraph 15 and for the purposes of the Data Protection Legislation, the Relevant Authority is the Controller, and the Supplier is the Processor of the following Personal Data:</p> <ul style="list-style-type: none"> Data processed to deliver the contracted service including data subjects selected by the supplier and data subjects as requested by UKRI. <p>The Parties are Independent Controllers of Personal Data <i>The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of:</i></p> <ul style="list-style-type: none"> <i>Business contact details of Supplier Personnel for which the Supplier is the Controller,</i> <i>Business contact details of any directors, officers, employees, agents, consultants and contractors of Relevant Authority (excluding the Supplier Personnel) engaged in the performance of the Relevant Authority's duties under the Contract) for which the Relevant Authority is the Controller,</i>
Duration of the Processing	<p>For the duration of the contract, expected to be 12 months. Contract start date: Friday 6th December 2024 Contract end date: Thursday 30th April 2026</p>
Nature and purposes of the Processing	<p>The purpose is to evaluate the public dialogue which will engage a diverse group of people on ultra processed foods including impacts on health, information sources, governance and regulation, and research and action priorities. The data will be used to enhance UKRI's research strategy, and to develop policy relating to dietary health and lifestyle choices as part of UKRI's Public Task.</p>

	The nature of the Processing will be as required to deliver the contracted service, including 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.
Type of Personal Data	First names, experiences and opinions related to the subject matter.
Categories of Data Subject	Members of the public as selected by the delivery contractor. Subject Matter Specialists as selected by UKRI and the supplier.
Plan for return and destruction of the data once the Processing is complete. UNLESS requirement under Union or Member State law to preserve that type of data	Supplier must return all data to UKRI at the end of the contract and delete any copies of the data held by the supplier.

Suppliers' proposal

