



Iris London Limited,
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Date: 23rd December 2021.
Your ref: FS430720
Our ref: FS430720

Dear Sirs,

Supply of Food Allergy Safety Scheme Standards Design and Stakeholder Testing

Following your tender/ proposal for the supply of **Food Allergy Safety Scheme Standards Design and Stakeholder Testing** to **Iris London Limited**, we are pleased confirm our intention to award this contract to you.



The attached contract details ("**Order Form**"), contract conditions and the **Annexes** set out the terms of the contract between **The Food Standards Agency** for the provision of the deliverables set out in the Order Form.

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

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


Yours faithfully,
FSA Procurement

Order Form

1. Contract Reference	FS430720	
2. Date	20/01/2022	
3. Buyer	The Food Standards Agency Foss House, 1-2 Peasholme Green, York, YO17PR	
4. Supplier	Iris London Limited,  Registration number: 	
5. The Contract	<p>The Supplier shall supply the deliverables described below on the terms set out in this Order Form and the attached contract conditions ("Conditions") and any Annexes.</p> <p>Unless the context otherwise requires, capitalised expressions used in this Order Form have the same meanings as in Conditions.</p> <p>In the event of any conflict between this Order Form and the Conditions, this Order Form shall prevail.</p> <p>Please do not attach any Supplier terms and conditions to this Order Form as they will not be accepted by the Buyer and may delay conclusion of the Contract.</p>	
6. Deliverables	Goods	None

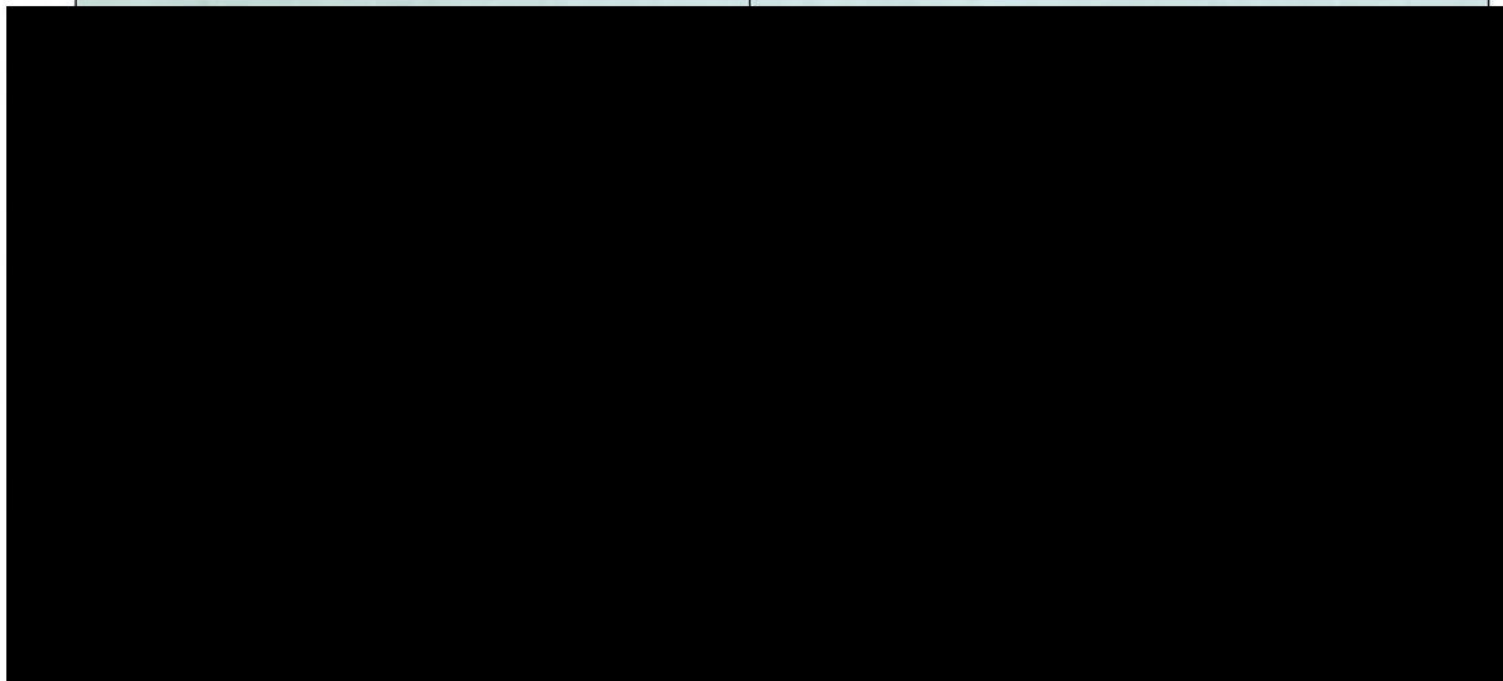
	<p>Services</p> <p>To be performed at the Supplier's premises</p> <p>[REDACTED]</p>
7. Specification	The specification of the Deliverables is as set out below in Annex 2.
8. Term	<p>The Term shall commence on 5 January 2022</p> <p>and the Expiry Date shall be 31st March 2022, unless it is otherwise extended or terminated in accordance with the terms and conditions of the Contract.</p> <p>The Buyer may extend the Contract for a period of up to 3 months by giving not less than 10 Working Days notice in writing to the Supplier prior to the Expiry Date. The terms and conditions of the Contract shall apply throughout any such extended period.</p>
9. Charges	The Charges for the Deliverables shall be as set out below in Annex 4.
10. Payment	<p>All invoices must be sent, quoting a valid purchase order number (PO Number), to: [REDACTED]</p> <p>Within 10 Working Days of receipt of your countersigned copy of this letter, we will send you a unique PO Number. You must be in receipt of a valid PO Number before submitting an invoice.</p> <p>To avoid delay in payment it is important that the invoice is compliant and that it includes a valid PO Number, PO Number item number (if applicable) and the details (name and telephone number) of your Buyer contact (i.e. Contract Manager). Non-compliant invoices will be sent back to you, which may lead to a delay in payment.</p> <p>If you have a query regarding an outstanding payment please contact our Accounts Payable section by email to [REDACTED]</p>

11. Buyer Authorised Representative(s))	For general liaison your contact will continue to be <div style="background-color: black; height: 15px; width: 100%;"></div> <div style="background-color: black; height: 15px; width: 20%;"></div> <div style="background-color: black; height: 15px; width: 40%;"></div>
12. Address notices for	Buyer: Food Standards Agency Clive House 70 Petty France London SW1H 9EX <div style="background-color: black; height: 15px; width: 30%;"></div> Supplier: Iris London Limited, <div style="background-color: black; height: 15px; width: 20%;"></div> <div style="background-color: black; height: 15px; width: 20%;"></div> <div style="background-color: black; height: 15px; width: 20%;"></div> <div style="background-color: black; height: 15px; width: 30%;"></div>
13. Key Personnel	Buyer: <div style="background-color: black; height: 15px; width: 20%;"></div> <div style="background-color: black; height: 15px; width: 20%;"></div> <div style="background-color: black; height: 15px; width: 20%;"></div> <div style="background-color: black; height: 15px; width: 20%;"></div> <div style="background-color: black; height: 15px; width: 30%;"></div> Supplier: <div style="background-color: black; height: 15px; width: 20%;"></div> <div style="background-color: black; height: 15px; width: 20%;"></div> <div style="background-color: black; height: 15px; width: 20%;"></div> <div style="background-color: black; height: 15px; width: 20%;"></div> <div style="background-color: black; height: 15px; width: 20%;"></div>

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

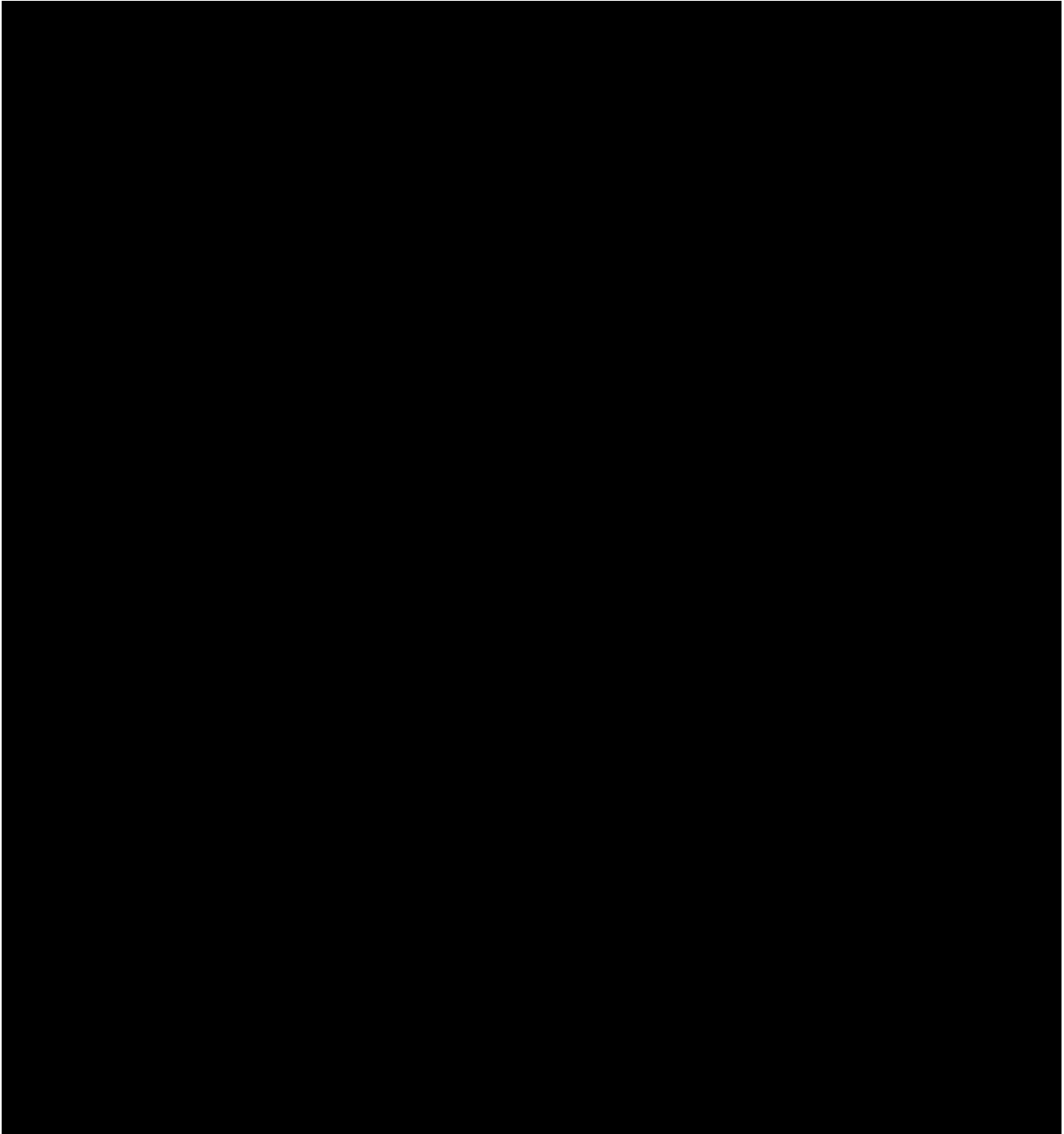
Signed for and on behalf of the **Supplier**

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



Annex 1 – Authorised Processing Template

Annex 1 – Authorised Processing Template



THE SPECIFICATION, INCLUDING PROJECT TIMETABLE AND EVALUATION OF TENDERS

GENERAL INTRODUCTION

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

The Agency is committed to openness, transparency and equality of treatment to all suppliers. As well as these principles, for science projects the final project report will be published on the Food Standards Agency website (). For science projects we will encourage contractors to publish their work in peer reviewed scientific publications wherever possible. Also, in line with the Government's Transparency Agenda which aims to encourage more open access to data held by government, the Agency is developing a policy on the release of underpinning data from all of its science- and evidence-gathering projects. Data should be made freely available in an accessible format, as fully and as promptly as possible. Consideration should be given to data management as new contracts are being negotiated. Resource implications for this should be taken into account. The mechanism for publishing underpinning data should allow the widest opportunity for to enable its re-use. Where possible, underpinning data should be included in the final project report. Where data are included in the final report in pdf format, they should also be published separately in a format that can be used for further analysis. Large data sets can be provided separately in an annex to the report, and published, where possible, alongside the final report online. Where it is more appropriate to publish underpinning data in an existing database, archive, repository or other community resource, or for data to be saved in a specialist proprietary format, information will be provided on how the data can be accessed. There will be some circumstances where release of data may need to be restricted or anonymised for reasons of commercial and/or personal sensitivities.

This work is being commissioned under the FSA's Food Hypersensitivity programme. The programme aims to improve the quality of life for people living with food hypersensitivities and support them to make safe and informed choices to effectively manage risk.

A. THE SPECIFICATION

1. Background

As part of our Food Hypersensitivity Programme of work, the FSA is considering options to help consumers with food hypersensitivities make decisions when purchasing non-prepacked food and prepacked for direct sale food. This is food which is sold loose or which is packed or served to order, for example, takeaway food and food served in restaurants and cafes. If the food is packaged on site before a consumer orders it, it is considered 'prepacked for direct sale' food. Food hypersensitivity includes food allergy, intolerance, and coeliac disease. Further details of the Food Hypersensitivity Programme can be found in our [Food Hypersensitivity Strategy](#) and the associated [FSA Board Paper \(January 2020\)](#)

The FSA developed, and is responsible for, the Food Hygiene Rating Scheme (FHRS). This scheme informs consumers about food hygiene so they can make a considered decision when choosing non-prepacked and PPDS food. The scheme is delivered via Local Authorities. For further information about the FHRS please follow this [link](#). FHRS does not provide information on a food business

operators food hypersensitivity practices, therefore this is a gap. This tender is to start to develop a scheme to fill this gap.

From a legislative perspective, the retained EU Regulation on the Provision of Food Information to Consumers (FIC) describes the requirement for businesses to communicate the presence of allergens in food to consumers. The FIC imposes a duty on food business operators to ensure that all mandatory food allergen information (relating to 14 substances listed in the FIC that are known to cause allergies) is accurate, available, and easily accessible to the consumer.

Therefore, if a FBO sells or provides food to customers directly, for example in a restaurant, they must provide allergen information. This can be done in any number of ways including:

- full allergen information on a menu, chalkboard or in an information pack such as the allergen matrix
- a written notice placed in a clearly visible position explaining how customers can obtain this information - for example by speaking to a member of staff

In addition to providing allergen information, food businesses are required to control allergens within their premises as they would controls other food “hazards” with a view to avoiding or reducing, where possible, the risk of allergen cross-contamination in the food they serve to consumers.

From a food business perspective, a food allergy safety scheme would assist businesses in understanding and delivering the standards required to effectively comply with the legislation. From a food hypersensitivity consumer perspective such as scheme would help to increase confidence when purchasing food that is not prepared by the consumer at home. For example, food purchased from restaurants, take-aways and cafes.

Before developing such a scheme, the FSA commissioned Ipsos Mori to investigate consumer views on “on the doors schemes”. By “on the door” scheme we mean schemes that have stickers on the doors to give a score or accreditation to that business. Two pieces of research were done in Autumn 2020. The first was a rapid evidence assessment (REA) of what “on the door schemes” exist – both for food hypersensitivity and more widely, and how these are perceived by the public. In addition, this review looked at alternative provision for people with food hypersensitivities such as apps and data bases. The second piece of research was qualitative interviews with a sample of 25 food hypersensitive consumers to gain their views on how useful an “on the door” food safety scheme would be or if an alternative such as an app would be preferable. A summary of the research findings is provided in the [Food Hypersensitivity Programme update to the FSA Board in December 2020](#)

To further develop a potential Food Allergy Safety Scheme (FASS) the FSA needs to:

- (a) develop eight options for delivery of a food allergy safety scheme, the outcomes of our research concluding in December 2021 will determine the options to be developed. Overarching considerations of the development of options are outlined in Annex A. Examples of scheme delivery options could include:
 - an FSA led “at a glance” on the doors sticker with supporting online search facility similar to the FHRS webpage/app: <https://ratings.food.gov.uk/> . Note that any food hypersensitivity scheme would be binary (either food business satisfies the requirements of the scheme or does not) rather than a rating scale.

- a third-party accreditation scheme, delivered independently of the FSA, modelled on the scheme standards. Best Bar None is an example of this type of scheme aimed at licensed premises <https://bbnuk.com/>
- (b) understand how each option might be delivered including costs; how the scheme might be rolled out (e.g., by food business sector or geographical area); the communication; and digital considerations associated with delivery (e.g., development of an app, compatibility with FSA systems). This will assist the FSA in assessing the feasibility of each option.

The budget for this work is £125,000 to £150,000.

The deadline for tenders is 5 November 2021. Work is expected to start in January 2022, and finish by end of March 2022.

2. Objectives

The aim of this work is to further develop and design eight identified options for delivery of a food allergy safety scheme and to understand how each option might be delivered. This work has two specific objectives:

Objective One

Develop eight options for delivery of a food allergy safety scheme. This will include, for each option, the development of:

- a) an outline of the theory of change the scheme is looking to achieve
- b) a scheme name
- c) a rationale for how the scheme would operate and be made available to the public, e.g., sticker, app, website, third party/FSA delivery (or a combination of these). This should be accompanied by “mood board style” visuals to provide an idea of what the scheme would look and feel like.
- d) Consideration should also be given as to how the scheme name and design might work in a bilingual (English/Welsh) context. Items (b) and (c) of Objective One should be delivered in English and Welsh for each option as these materials will ultimately be tested with stakeholders during later research. Section 6 gives details of the FSA’s Welsh language requirements.
- e) holistic consideration of any digital requirements that form part of the option.

The scope of objective one is outlined in Section 3.

Objective Two

The aim of objective two is to assist the FSA with planning the development of the scheme in terms of timescales and resources. For each option, the following outputs are expected:

- a) a model of how each option could be delivered across the three countries (England, Northern Ireland and Wales), including recommendations for phased national delivery, for example, food business sector based roll out or regional roll out. It is expected that this would be a high-level process chart, or similar, with timescales for each option. The purpose of this model is to assist

with assessing feasibility prior to investing further FSA resource into stakeholder testing and the development of an alpha phase.

- b) outline considerations for communications and marketing when planning the launch and rollout of each option to ultimately achieve national reach of the scheme. This should cover local authority engagement; achieving business buy-in; and consumer usage of the scheme. Consideration should also be given as to how and who the FSA should partner with to achieve this. The successful contractor should note that although local authorities are unlikely to be involved in delivery or management of the scheme, they are a key conduit of information to food businesses. We are also interested to understand how the FSA can better direct food businesses to FSA resources, for example, our food allergy training <https://allergytraining.food.gov.uk/> and food business guidance <https://www.food.gov.uk/business-guidance/allergen-guidance-for-food-businesses> as these resources are likely to form part of the information and guidance the FSA provide to food businesses as part of any scheme. The outline considerations should focus on methods that maximise effectiveness and economy. Creative suggestions would be welcomed. It is expected that this would be a high-level outline summary for each option.
- c) an outline of any digital requirements for the FSA or stakeholders. We are not expecting that digital requirements will be developed but consideration should be given to how digital technology can be harnessed within the recommended option to assist in the successful delivery and usability for consumers and food businesses. This should be framed using the [government service design, standards, and accessibility considerations](#). Again, it is expected that this would be a high-level outline summary for each option.
- d) estimated costs for the delivery of each option based on the requirements identified in (a) to (c) of Objective 2.

The scope of this work is outlined in Section 4

3. Scope of Objective One

The FSA is looking to appoint someone who put forward appropriate proposals for the development of identified options, as outlined in Objective One, with FSA personnel across a range of departments. We envisage that this would be through workshop activities and discussions with FSA. However, the FSA is open to alternative ideas about the methods and modes developing the eight options in collaboration with FSA staff. Suggestions of innovative and creative methods and approaches are welcome.

It is expected that the identified options would be developed with reference to [government service design, standards, and accessibility considerations](#). All testing materials and outputs must meet accessibility standards in line with 'The Public Sector Bodies (Websites and Mobile Applications) Accessibility Regulations 2018'. [Guidance on the accessibility requirements](#). Digital elements of the option should work with [the most common assistive technologies](#) and for different [browsers and devices](#).

Consideration should be given to how each option will work in a bilingual (English/Welsh) context, with items (b) & (c) of Objective 1 delivered in English and Welsh for each option in preparation for later research with stakeholders. See Section 6 for further detail on the FSA's Welsh language requirements.

4. Scope of Objective Two

The FSA is looking to appoint a contractor who can develop high levels plans for each option to assist in assessing the feasibility of the scheme prior to progressing to stakeholder testing and further development through alpha, beta and pilot phases.

It is expected that these will be high level process plans, models or summaries that will allow the FSA to consider the costs and resources that might be required to ultimately deliver the different options. The FSA is open to suggestions for innovative and creative methods for development of this objective.

These plans should be developed in collaboration with the FSA.

The successful contractor may wish to consider sub-contracting this element of the work. In this case, reference should be made to Section 9 of the tender specification.

5. Accessibility

All materials and outputs must meet accessibility standards in line with 'The Public Sector Bodies (Websites and Mobile Applications) Accessibility Regulations 2018'. [Guidance on the accessibility requirements](#). The service should work with [the most common assistive technologies](#) and for different [browsers and devices](#).

Accessibility should apply to all aspects of the end-to end service (including code, content, interactions, and final reports). The contractor will be expected to test and ensure accessibility standards are fully met and publish a compliant accessibility statement.

6. Welsh Language Requirements

As a public body providing services in Wales, the FSA is legally obliged, under the Welsh Language Act 1993, and Welsh Language Measure 2011, to provide all services in Welsh.

Where the FSA communicates with the public in Wales, it must treat the English and Welsh languages equally. Work carried out on behalf of the Agency is subject to these provisions. This means that contractors must make provisions for this including:

- Research materials to sample members in Wales to be issued bilingually;
- Providing a Welsh speaking service to answer telephone queries from Welsh speakers;
- Sample members in Wales to be offered to participate in the language of their choice (Welsh or English);
- If somebody requests to contribute to the research in Welsh, adequate provision must be made to enable them to do so; and
- All requests should be treated respectfully, always acknowledging the individual's linguistic rights as a Welsh-speaker in Wales. The service provided on the behalf of the FSA must be of equal standard in English and Welsh.

The FSA has an internal Welsh Language Unit who can be consulted on Welsh language / translation arrangements. In some cases, the Unit may be able to undertake the necessary translation work in-house, otherwise, they will advise on FSA-approved translation contractors. These contractors have been approved following a rigorous procurement process where every aspect of their work was thoroughly tested, and the FSA cannot accept work from contractors who have not been through this process. Therefore, it's important that the Unit is consulted at the earliest possible opportunity with regards to research projects, to allow ample time for making translation arrangements.

7. Deliverables and governance

A delivery plan for the proposed work should be included within the tender.

The following outputs are required:

1. Outputs from the development of eight delivery options for the scheme as outlined in Objective One.
2. An outline delivery model for the eight delivery options
3. An outline communications strategy for eight delivery options
4. An outline of any digital requirements and considerations for the eight delivery options
5. Estimated costs for the delivery of each option based on the identified delivery model, communications strategy, and digital requirements.
6. A draft presentation slide deck for an internal FSA workshop.
7. Finalised presentation slide deck for an internal FSA workshop.

8. Timing

It is anticipated that the overall contract will last 3 months, between January 2022 and March 2022. However, tenders should propose an alternative timetable, and rationale for any changes, if the proposed timings are not considered feasible to deliver to.

Details of project timings must be clearly stated in the proposal and must include indicative dates for a start-up meeting, dates for outputs, and other key dates as appropriate. Critical dates should be marked accordingly.

The timetable must allow sufficient time for the FSA to comment on draft materials and for collaboration in the development of the options for Objective 1 and the outputs of Objective 2.

9. Personnel

The successful contractor will be supported by members of the FSA Food Hypersensitivity Policy Team and other relevant FSA departments.

The FSA requires the contractor to provide a sufficient level of resource throughout the duration of the contract to consistently deliver a quality service.

Details of all key personnel who will be working on this project for the contractor must be given in proposals, including their grade, daily rate, number of days' input, and a summary of their relevant skills and experience. The proposal should also include who would be drafting the report.

Should any element of this project be subcontracted, details of subcontracted companies, their key personnel and working arrangements with the contractor should also be included within proposals.

The contractor must demonstrate that their team has the necessary range of skills and knowledge to deliver this project, with evidence of relevant experience and expertise on similar projects provided (please provide at least two examples).

The contractor will also be required to appoint a contract manager who will be fully accountable for the delivery of the project against the contract. A named contract manager must be provided within proposals. They will be required to liaise closely with the FSA's project manager.

10. Reporting

In addition to the outputs specified under Section 7, the contractor will report weekly to the FSA on progress, either by phone, MS Teams or via email.

There should be review points built into the project timeline to discuss initial themes for each objective and review work in case amendment is required.

11. Data security

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

All information relating to the project and correspondence should be held securely with appropriate safeguards in place to maintain confidentiality of information, outputs and any other materials associated with the development of these outputs.

12. Quality

All reporting and outputs produced must be of publishable standard. Work is expected to have been proofread before submission to the FSA.

A quality plan should be included within the proposal, demonstrating internal quality assurance procedures and how the contractor will achieve high quality outputs to time and budget. It is desirable, not essential, for tenderers to hold ISO 9001 – Quality management¹.

13. Risk management

The contractor is expected to review, update and communicate risks to the successful conduction of the contracted work, to the FSA as appropriate. Proposals must include a risk register detailing high, medium and low risks, tailored to this specification, and how these will be managed and mitigated against. This includes any reputational risks to the FSA. It is desirable, but not essential for tenderers to hold ISO 3100 – Risk management².

14. Cost

The budget for this work is around £125,000 to £150,000.

Please ensure that your proposal identifies all anticipated costs for conducting the work.

It should be made clear, as far as possible, which costs relate to objective one and which costs relate to objective two.

A cost breakdown for staff involvement and days dedicated to the project should be provided for each staff member. In addition, all other associated overheads and expenses should be included in the proposal. Costs should be provided exclusive of VAT and should clearly state whether VAT will be charged.

Payments will be made against key milestones. A payment schedule will be agreed between the

Commercial criteria will be evaluated as follows:

SCORE	DESCRIPTION FOR SCORE OF THE CRITERIA
100	There is full justification for the costs and the overall resources are appropriate. The tender is the best value for money for the work proposed to meet the specific evidence requirement advertised
80	There is some justification for the costs and the overall resources requested. The tender is reasonable value for money for the work proposed to meet the specific evidence requirement advertised.
60	Limited rational is given for the resources requested and/or the tender does not offer very good value for money, but is not poor value
30	The tender is relatively poor value for money with little/no justification for costs or resources requested.
0	The tender costs are not considered value for money and the applicant provided no rationale for costs or resources requested

Annex A

FASS Option Development Considerations

1. Contributes to positively shaping food culture by:
 - normalizing food hypersensitivity and increasing inclusivity (reduces stigma; scheme is used and recognized by non-food hypersensitive consumers; those who struggle with technology are not excluded)
 - taking a holistic approach and recognizing that food hypersensitivity considerations are only part of the food hypersensitive consumer's decision-making process when choosing non prepacked food. Other factors such as quality, and general food hygiene are also important.
2. Accessibility: reduces complexity for food hypersensitive consumers, is simple to use and understand, e.g., sticker, emoticon. Does not add another step to the FHS consumer's decision-making process which is already burdensome.
3. Binary rather than a scale rate, i.e., food business either meets the food hypersensitivity standard or not. Food hypersensitive consumers find a scale rating confusing, at what point on the scale is the food business safe for them?
4. Covers at least 14 allergens set out in legislation and ideally all potential food allergens. For example, 35% of those with an allergy have an allergy to fruit (Food & You Wave 2). The standards underpinning the scheme will be a framework of good practice rather than a prescription of how to deal with each individual allergen.
5. Safety: The scheme promotes food hypersensitive consumer engagement and dialogue with the food business through increased confidence that the food business is food hypersensitive aware and has met defined standards of food hypersensitivity management. It minimizes the risk of providing a false sense of security to the food hypersensitive consumer through over reliance on written information which may change rapidly or may not be nuanced enough to cover every scenario faced by food hypersensitive consumers.
6. Validity & Trust: Is operated and run by an independent, unbiased, value aligned organization that is trusted by food hypersensitive consumers.

7. Transparency: Food hypersensitive consumers can trust the information the scheme provides, and information is in the public domain (e.g., how often information is updated and when the last update took place).
8. Consistency: Enables the FSA to set standards for food hypersensitivity across the full spectrum of FBOs within the non-prepacked sector, e.g., large chains, dark kitchens, aggregates and platforms, micro businesses (at home kitchens) in a proportionate and sector specific way.
9. Impact: Reach and awareness of the scheme is sufficient to generate desired change. The information must be noticed, interpreted, and actioned by food hypersensitive consumers. This means the scheme will need to be low cost to food businesses in terms of time and cost to ensure sufficient uptake. This will also mean that food hypersensitive consumers have a larger number of food businesses to choose from and reduces the risk of negative choice architecture. Consideration should be given as to how to utilize food aggregators (e.g., Just Eat, Deliveroo, Uber Eats, EatWith, Feast It) to encourage uptake of the scheme.
10. Supports economic growth. Levels the playing field for food business operators achieving the standard and confers a competitive advantage - consumers make other positive associates about food business operators who achieve standards. Is not designed in an anti-competitive way and weighted against SMEs/independent food businesses operators through choice architecture or unmoderated, biased consumer reviews. The scheme needs to be simple and cost effective for food businesses, particularly SMEs.
11. Builds in opportunities to harness IT to help food businesses. Whilst ensuring that small businesses, especially the 33% of SMEs with <10 employees, who do not use IT within their business, are not further burdened. Research with local authorities indicates that most SMEs business owners have smartphones, if may be appropriate to utilize smart phone technology. N.B. We are expecting concepts for each option as part of this work not the development of digital solutions.
12. Raises awareness of FSA resources. Particularly amongst SMEs to shift the burden away from local authorities (LAs) (62% currently relay on LA, 25% spontaneously aware of FSA resources even though majority were aware of FSA). For example, 58% of SMEs use Google, the options will need to include a note for development work to drive food businesses to FSA resources.
13. Minimises legislative burdens on food business operators through utilizing existing legislative powers where necessary.
14. Adopts a modern and proportionate regulatory approach. Capitalises on modernization initiatives (or avoids LA involvement) to assist in minimizing additional burdens on LAs and meet FSA wider strategic priorities.

Annex 3 Tender Application

Tender Application form for a project with the Food Standards Agency



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

LEAD APPLICANT'S DETAILS

TENDER SUMMARY

TENDER TITLE

Food Allergy Safety Scheme Standards Design and Stakeholder Testing

TENDER REFERENCE

FS430720

PROPOSED START DATE

03/01/2022

PROPOSED

23/04/2022

1: TENDER SUMMARY AND OBJECTIVES

A. TENDER SUMMARY

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

As food hypersensitivity is a critical consumer and food business operator concern, we have designed our 4-stage approach to your challenge based on the proven Design Thinking methodology, a human-centered approach to innovation intended to tackle complex challenges.

We have included multiple interactive workshops and meetings with the FSA team throughout the process and will also involve expert colleagues from our comms, marketing, and technology teams where appropriate to ensure a truly collaborative approach to solving your challenge.

Stage 1 - Empathise

Purpose - To ensure that all team members and stakeholders have a common understanding of the challenge and the audiences that we are designing for.

Activities - We will review existing research and use this to create user personas and food purchase journeys, building on further primary research if required.

Stage 2 - Define

Purpose – To align everyone around the opportunity statement – a reframing of the challenge into a positive statement that encompasses the context and deeper desires of our food hypersensitive consumers and food business operators, and which will become our new design brief.

Activities – We will create the opportunity statement, gain consensus from the wider group, and conduct desk research into analogous solutions and relevant trends to inspire participants during the ideation workshop.

Stage 3 – Ideate

Purpose – To facilitate the right conditions that enable a collaborative group to generate a lot of ideas and refine them into a shortlist of the 8 ideas with the most potential, thereby delivering objective one.

Activities – We will host and facilitate an exciting and interactive 1-day ideation workshop to generate ideas, work with you to shortlist 8 ideas based on safety, trust, choice and ease to deliver, and develop and communicate these ideas with the support of an expert creative team.

Stage 4 - Model

Purpose – To ensure that all stakeholders have a good understanding of what it would take to bring each of the 8 ideas to life across the UK successfully, thereby delivering objective two.

Activities – We will model each of the 8 ideas (including an outline delivery model, comms strategy, and digital requirements, and estimate costs) with supporting expertise from our comms, marketing, and technology teams, and complement this with rapid consumer testing.

We will compile the 8 insight-led, strategic ideas into a draft presentation to be reviewed and amended before concluding our approach with the delivery of a final presentation.

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

OBJECTIVES

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

OBJECTIVE NUMBER	OBJECTIVE DESCRIPTION
1	<p>DEVELOP EIGHT OPTIONS FOR DELIVERY OF A FOOD ALLERGY SAFETY SCHEME</p> <p>Stages 1-3 of our approach are designed to deliver this objective. Our preparatory work in stages 1 and 2 to gather and communicate the necessary insights and inspiration will enable a participants of our ideation workshop in stage 3 to fully immerse themselves in the challenge and create numerous interesting options for the delivery of a food allergy safety scheme.</p> <p>Our data-driven approach to ideation will ensure that the 8 options are chosen to progress are desirable, feasible, viable and achieve consensus from the whole team. We will then work with an experienced creative team to bring the ideas to life and communicate them in a compelling and effective way.</p>
2	<p>ASSIST THE FSA WITH PLANNING THE OF DEVELOPMENT OF THE SCHEME IN TERMS OF TIMESCALES AND RESOURCES</p> <p>Stage 4 of our approach is designed to deliver this objective. We will work with both our specialist colleagues from across the agency and experts from the FSA to thoroughly map the delivery and operational considerations for each of the 8 options. We have allotted several weeks to this stage to ensure that the necessary level of detail is achieved and that there is sufficient time for effective collaborative working.</p> <p>We will present the data in such a way that it is easy to understand and makes decision straightforward for stakeholders.</p>

2: DESCRIPTION OF APPROACH/SCOPE OF WORK

A. APPROACH/SCOPE OF WORK

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

At Ips, we have created a four-stage process to aid our strategic development, based on the proven Design Thinking methodology. Design Thinking is a successful approach for creative problem-solving that puts the end user and the experience at the centre when creating new products and services. We believe this methodology is ideally suited to this project given that the challenge focusses on addressing fundamental consumer needs such as confidence, trust, and ease of use, and it is also a highly collaborative way of working.

Our process ensures we have the right context and inputs to develop outcomes that will be genuine leaps forward for the Food Standards Agency, business owners and consumers.



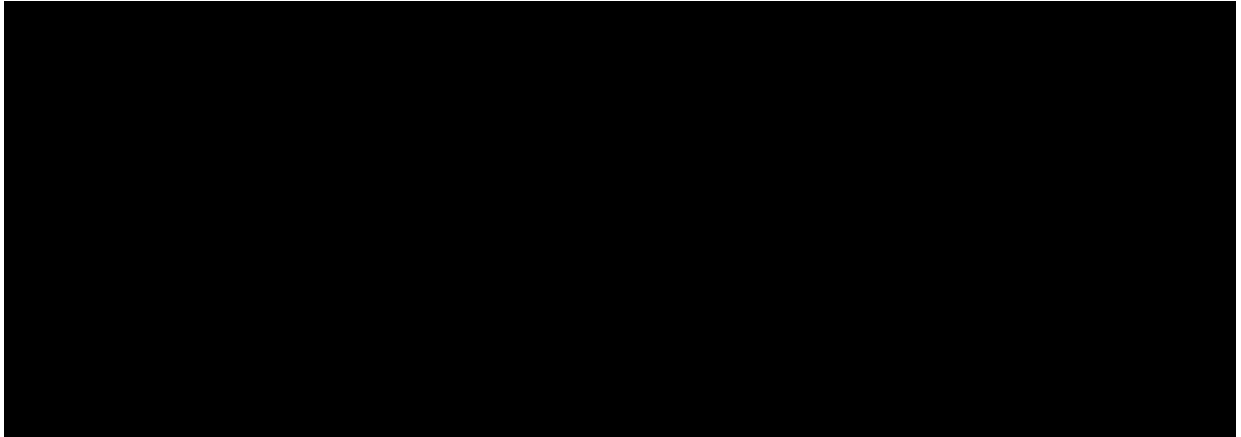
The Step back – We interrogate the research, gather inspiration, and simplify the complex task of getting to the heart of the challenge.

Stage 1 – Empathise

- Purpose
 - To create meaningful solutions, you need to know your audiences and care about their lives. The purpose of stage one is to ensure that all team members and stakeholders have a common understanding of the challenge and the audiences that we're designing for.
 - It's important that we allocate the time to engage with the research and build empathy with our audiences so that we later design for them and not ourselves.
- Actions
 - **Start-up meeting:** We kick the project off with a start-up meeting attended by a core team from Ips and the FSA. We run this session in a workshop format to introduce the collaborative way of working and give the Ips team an opportunity to learn as much as possible from the FSA team in a time-efficient way. The workshop will cover your aspirations and concerns for the project, any relevant contextual information about the FSA and your wider work on food hypersensitivity and gathering existing knowledge on the audiences (food hypersensitive consumers and business operators). We will also agree on the FSA personnel to be involved during workshops throughout the project and agree times and dates for key meetings.
 - **Research review:** We then analyse existing FSA quantitative and qualitative research on food hypersensitivity to extract relevant insights such as the biggest concerns for consumers, and how they typically adapt their behaviour when purchasing non-prepacked food and prepacked for direct sale food. In addition, we conduct desk research and look to identify relevant insights from any additional studies of this topic and adjacent areas, such as where and when food hypersensitivity issues most commonly occur, and how food behaviours change when young adults leave home for example.
 - **Personas & user journeys:** The FSA research data will be used to develop a range of user personas that represent our food hypersensitive consumers and business owners, and a user journey for each. For example, we may create one persona for a parent to a hypersensitive child and another for a food hypersensitive young adult leaving home for the first time, to bring together the different needs and experiences. Equally, we may create a persona for a large food chain operator, and another for the operator of a standalone food business.
 - **Playback & gap analysis:** At this stage we playback our progress to the FSA team and highlight where there are any gaps in the existing research that need to be filled to give us a complete understanding of our audiences. As a team we will agree if further user research such as ethnography (e.g., video diaries) or user interviews is needed. Based on the description of the consumer research currently underway, we expect that further research to provide additional contextual and emotional information may be required.
 - **Further research (if required):** If required, we will work with our preferred specialist food research agency partner [REDACTED] to undertake the necessary research and complete our persona and consumer journey development.
 - **End-of-empathise workshop:** At the end of stage one, we bring the team back together for a second workshop to review all our learnings and work together to create a set of user needs statements. Needs statements are used to

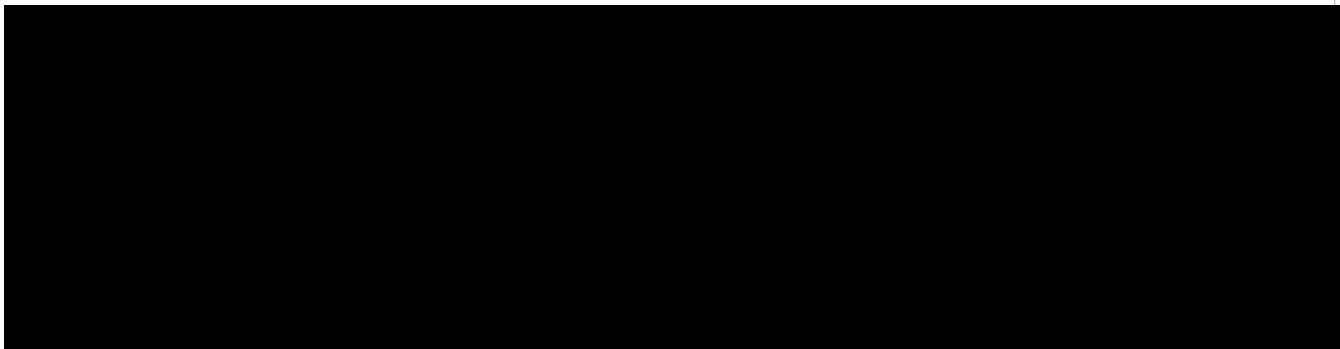
summarise who a particular user is, their need, and why the need is important to that user. They provide a set of metrics for success and ensure the whole team is focussed on those same metrics.

- Deliverables
 - Start-up workshop summary
 - Research gap analysis
 - Consolidated research insights report including personas and user journey maps
 - End-of-empathise workshop summary including a set of needs statements



Stage 2 - Define

- Purpose
 - Framing the right challenge is the only way to create the right solution. The purpose of stage two is to align everyone around the opportunity statement – the brief to be used for solution development, based on the insights learnt during stage one.
 - The current challenge to deliver options for a food allergy safety scheme is broad and functional. Research insights from stage one will enable us to create a focussed opportunity statement that encompasses the context and deeper desires of our audience which will lead to stronger solutions designed to improve the quality of life for people living with food hypersensitivity and support them to make safe, informed food choices to effectively manage risk.
- Actions
 - **Opportunity statement:** With a clear understanding of our audiences and their needs, we will define the opportunity statement. This is about reframing our challenge into a positive statement which will open up the solution space and become our new design brief.
 - **Review & consensus:** We will bring the team together to payback the opportunity statement and ensure consensus.
 - **Stimulus desk research:** With the opportunity statement in mind, we will then conduct desk research into analogous solutions (e.g., what solutions in other sectors are designed to inspire confidence) and relevant trends (e.g., new ways to purchase non-prepacked food or prepacked for direct sale food), as well as reviewing the existing solutions uncovered by the FSA in a recent research project. This research will be compiled into a set of stimuli for our development workshop that participants can riff off.
- Deliverables
 - Opportunity statement



The Bold leap forward – Together, we use the insights uncovered to lead us to a set of unique solutions and consider how to bring them to our audiences.

Stage 3 – Ideate

- Purpose
 - As Thomas Edison said, “To have a great idea, have a lot of them”. The purpose of stage three is to facilitate the right conditions that enable a collaborative group to generate a lot of ideas and refine them into a shortlist of the 8 ideas with the most potential.
 - Stage three is the most exciting and collaborative part of the process. We believe it should be inspiring and enjoyable and we will facilitate a fast-paced, interactive, and fun workshop designed to give every participant creative confidence. While we believe in-person is a ways better for this type of session to fully remove attendees from their everyday environments, over the past 18 months we have leveraged our team of qualified master facilitators to adapt our workshop approach to work just as well digitally, allowing us to continue to run successful and engaging workshops remotely.
- Actions
 - **Pre-workshop homework task:** Prior to the workshop we ask all participants from both IFS and the FSA to complete a homework task. Each participant will be randomly assigned a food allergen and asked to purchase an item of non-prepacked food or prepacked for direct sale food that they can be confident doesn't contain any amount of the allergen in (trace or otherwise). They will be asked to record their experience and bring their learnings to the workshop.
 - **Ideation workshop:** The ideation workshop will be a full-day session hosted in IFS London office where we have a large, dynamic space that has been purpose-built to host events such as these. We invite our creative colleagues to join the workshop to add to the collective ideation power and bring new perspectives.
 - **Example agenda:**
 - Recap research insights - We start the day putting ourselves back into our audience's shoes by asking everyone to share their homework experience and the insights they learnt, along with other exercises to recap the research insights.
 - Open ideation - We then move into a rapid ideation phase where we will employ activities such as Steal & build, How would X solve this? and Crazy 8s to encourage broad, open thinking to generate a wide range of ideas from every participant.
 - Concept development - Working in small teams, participants will then group ideas and move into concept development where they will flesh out a set of concepts with a name, description, benefits, and drawing (ensuring a minimum of 8 total concepts across the groups).
 - Presentation & feedback - At the end of the day, each team will present back their ideas to a panel of hypersensitive consumers. We've found that presenting to an external audience keeps teams focused and motivated, with the added benefit of generating immediate feedback.
 - **Idea shortlist:** Following the workshop, we will facilitate a collaborative session to agree the 8 ideas to develop further. We use a scoring tool to estimate each idea's ability to provide safety, trust, and choice for consumers, and the estimated ease to deliver for business operators and the FSA and use this data to support discussions and decisions-making to ensure that the 8 prioritised ideas tackle the opportunity in a diverse range of ways.
 - **Idea design development:** We will continue to work with a conceptual creative team of copywriters and designers to further develop and communicate each of the 8 prioritised ideas, including the name, description, theory of change and moodboard. This will be completed with reference to the government service design, standards, and accessibility considerations, and with consideration of the Welsh language requirements.
 - **Playback:** At the end of stage three, we bring the team back together to share the 8 finalised ideas.
- Deliverables
 - 8 ideas written up, including name, description, theory of change and moodboard for each



Stage 4 - Model

- **Purpose**
 - The purpose of stage four is to ensure that all stakeholders have a good understanding of what it would take to bring each of the 8 ideas to life across the UK successfully.
 - At this stage we will invite our colleagues from comms, marketing, and technology to offer their expert input to the collaborative process.
- **Actions**
 - **Modelling workshop:** With a conceptual view of each of the 8 ideas, we will host a collaborative session with IFS and the FSA to brainstorm initial thoughts on delivery model, comms strategy and digital requirements for each idea, as we also gather any questions that participants have. With this information, we will identify who from the FSA would be best placed to provide any required knowledge or data.
 - **Knowledge gathering & modelling:** We will then work with these FSA individuals, as well as expertise from within our marketing, technology, and delivery teams to create an outline delivery model, outline comms strategy, outline digital requirements and estimate costs for each of the 8 ideas. We will host regular check-ins with a core FSA team to share updates as these deliverables progress.
 - **Rapid concept testing:** We will also run rapid concept testing using the Attest consumer research platform to gain initial consumer feedback on each of the 8 ideas to support future stakeholder discussions around the 8 ideas.
 - **Draft presentation & playback:** When complete, we will compile and playback a draft presentation which will cover the communication assets, operational and launch considerations and initial consumer feedback for each of the 8 ideas in a way that is easy to understand and makes idea comparison straightforward.
 - **Final presentation:** We will incorporate any feedback and amendments before sharing the final presentation.
- **Deliverables**
 - For each of the 8 ideas:
 - Outline delivery model
 - Outline comms strategy
 - Outline digital requirements
 - Estimated costs
 - Initial consumer feedback (using Attest consumer research platform)
 - A draft presentation slide deck
 - A finalised presentation slide deck

B. INNOVATION

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

Design Thinking

The Design Thinking method often introduces several innovative ways of working for large organisations. Firstly, rather than a project passing linearly from one team to another, cross-functional groups are invited to work together collaboratively, understanding and incorporating each other's perspectives in real-time and co-creating new ideas. This stimulates energy and thought-provoking for participants. Secondly, while user research has traditionally been an impersonal exercise, Design Thinking encourages the innovator to have the user's experiences first-hand (such as in our pre-workshop homework task) or through approaches such as ethnographic video diaries. Thirdly, while many teams may have set ways of working and unquestioned assumptions about a challenge and solutions based on their experience, Design Thinking offers a structured innovation process and distinct tools that instil creative confidence, breaks habits, and causes participants to question their assumptions.

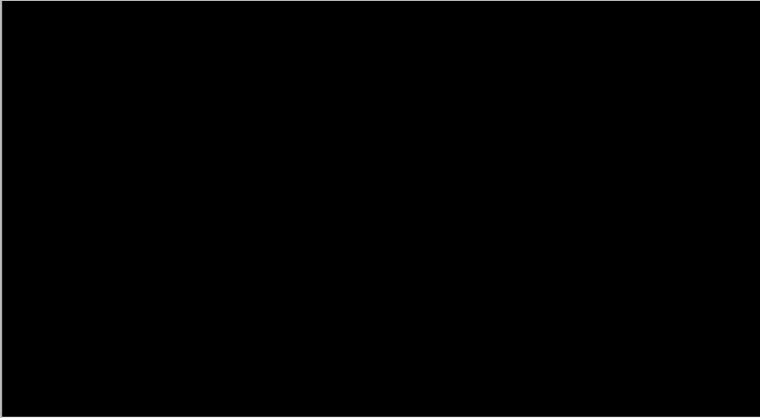
Our innovation workshop space

Our London office is designed to foster collaboration and creativity. We have a purpose-built, dynamic workshop space where we can bring groups together, away from the stresses and routines of our everyday working lives to be wholly immersed in exploring and solving a complex challenge. We will dress the room to create zones for insights and inspiration, utilise the physical space to host whole group discussions before segmenting into team areas to focus on interactive tasks, and provide nutritious catering to keep you energised. And the front row view over the Thames and the Tate Modern doesn't hurt either!



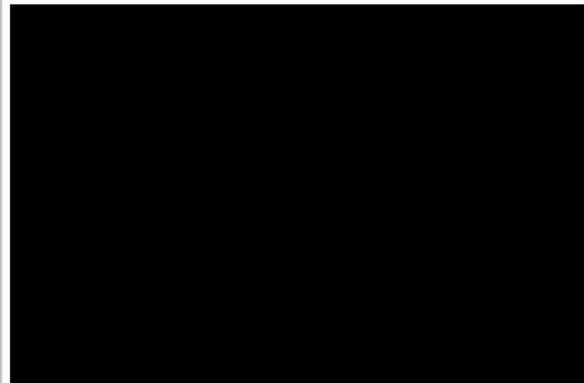
Rapid concept testing

Concept testing is the process of getting an idea evaluated by your target audience while it's still at the idea stage. This feedback can be incredibly valuable in increasing confidence by helping you identify the most promising ideas, as well as reducing risk by discovering any improvements or red flags before any significant time or resources have been committed to developing an idea. Rapid concept testing platforms such as Attest significantly speed up the testing process by providing access to 110 million people to target using filters and quotas (in this instance, we would filter participants based on having a food hypersensitivity, or being responsible for someone who does), delivering the testing digitally, and returning quality-controlled data in a clear interactive dashboard.



Remote facilitation

While we would ideally host our ideation workshop in-person, other collaborative sessions may be facilitated remotely for ease and efficiency. For these sessions we will use Miro, an advanced digital whiteboard tool that enables remote participants to collaborate virtually, ensuring every participant has a chance to contribute and share their thoughts. Every participant views the same Miro board but can operate independently to create virtual post-its, draw diagrams, and vote on ideas – just like in a face-to-face workshop.



3: THE PROJECT PLAN AND DELIVERABLES

A. THE PLAN

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

The project plan exceeds that given in the tender by 4 weeks to allow sufficient time for multiple collaborative sessions with the FSA team, as well as time for additional research. If by week 3 it becomes clear that additional research is not required, then the timeline can be amended, and the project delivered within the original timeframe to complete on 30th March 2022.

Though not shown on the timeline plan, we also expect to hold a weekly 30-min check-in meeting with a core team from IIRs and the FSA to review progress, ways of working, scope, timings, and key decisions.

Objective	Phase / Activities	03-Jan	10-Jan	17-Jan	24-Jan	31-Jan	07-Feb	14-Feb	21-Feb	28-Feb	07-Mar	14-Mar	21-Mar	28-Mar	04-Apr	11-Apr	18-Apr	19-Apr
One	Empathise																	
	Prepare for start-up workshop																	
	Facilitate start-up workshop	*																
	Summarise start-up workshop																	
	Research review																	
	Create draft personas & user journeys																	
	Create gap analysis																	
	Playback																	
	Brief BAMM																	
	(BAMM Research)																	
	Update & complete personas & user journeys																	
	Prepare for end-of-empathise workshop																	
	Facilitate end-of-empathise workshop								*									
	Summarise end-of-empathise workshop																	
	Define																	
	Write opportunity statement																	
	Playback																	
	Build in any amendments									*								
	Conduct stimulus desk research																	
Two	Ideate																	
	Set pre-workshop homework task																	
	Prepare for ideation workshop																	
	Facilitate ideation workshop																	
	Summarise ideation workshop																	
	Idea shortlist meeting																	
	Idea design development																	
	Playback																	
	Model																	
	Prepare for modelling workshop																	
	Facilitate modelling workshop																	
	Knowledge gathering & modelling																	
	Rapid concept testing																	
	Create draft presentation																	
	Playback																	
	Create final presentation																	*

Key

◆ = Co-located meeting / milestone

Grey columns = school / bank holidays / key to result in key team member absences

B. DELIVERABLES

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

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

Each deliverable should be:

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

Please insert additional rows to the table below as required.

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

DELIVERABLE NUMBER OR MILESTONE IN ORDER OF EXPECTED ACHIEVEMENT	TARGET DATE	TITLE OF DELIVERABLE OR MILESTONE
01/01	05/01/2022	Start-up workshop summary
01/02	21/01/2022	Research gap analysis
01/03	25/02/2022	Consolidated research insights report including personas and user journey maps
01/04	25/02/2022	If required, BAMM research report
01/05	28/02/2022	End-of-empathise workshop summary including a set of needs statements
01/06	04/03/2022	Opportunity statement
01/07	18/03/2022	Set of stimuli for the ideation workshop

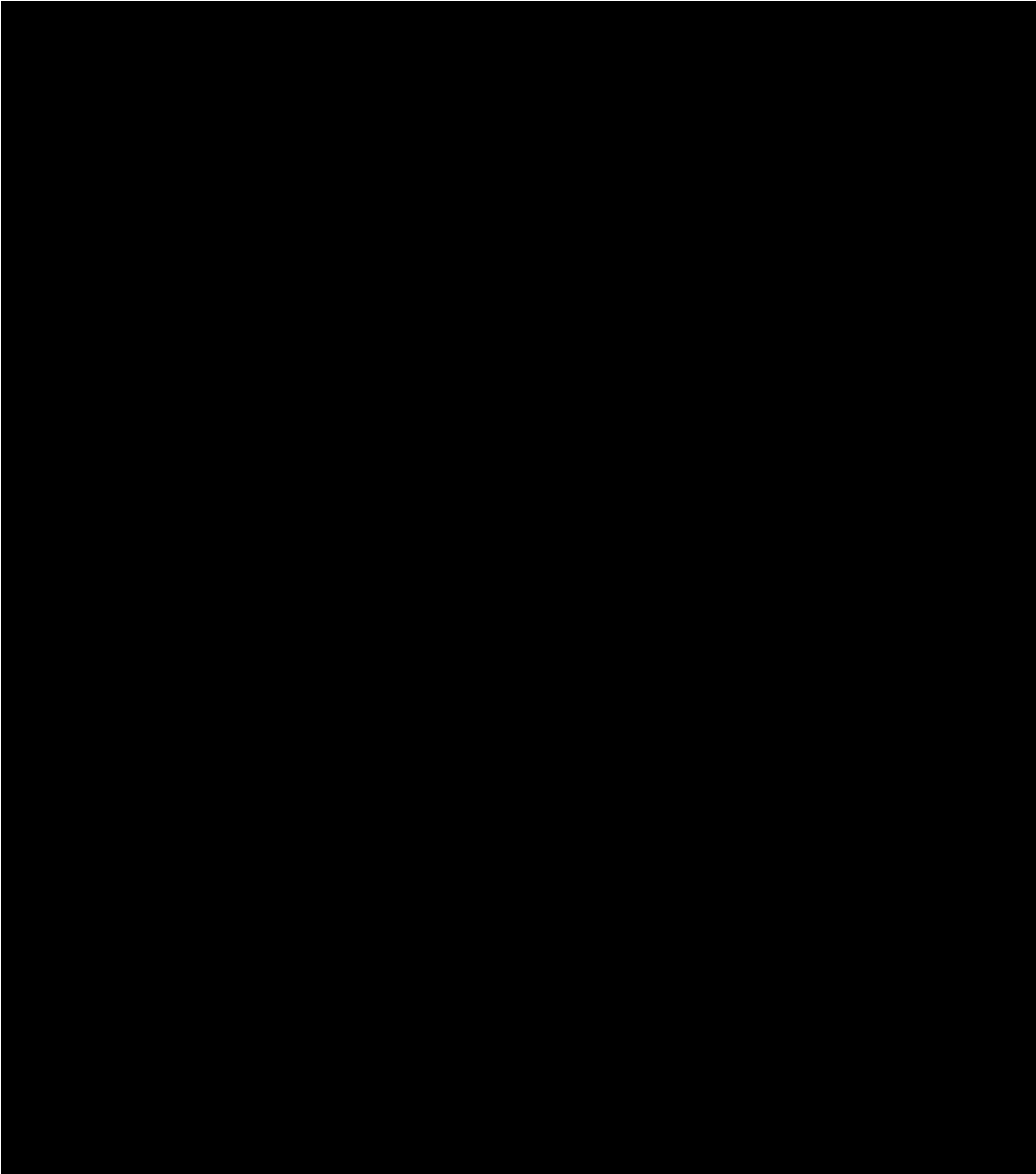
01/08	01/04/2022	8 ideas written up, including name, description, theory of change and moodboard for each
02/01	19/04/2022	For each of the 8 ideas: <ul style="list-style-type: none"> Outline delivery model Outline comms strategy Outline digital requirements Estimate costs Include consumer feedback (using Attest consumer research platform)
02/02	19/04/2022	A draft presentation slide deck
02/03	23/04/2022	A finalised presentation slide deck

4: ORGANISATIONAL EXPERIENCE, EXPERTISE and STAFF EFFORT

A. PARTICIPATING ORGANISATIONS' PAST PERFORMANCE

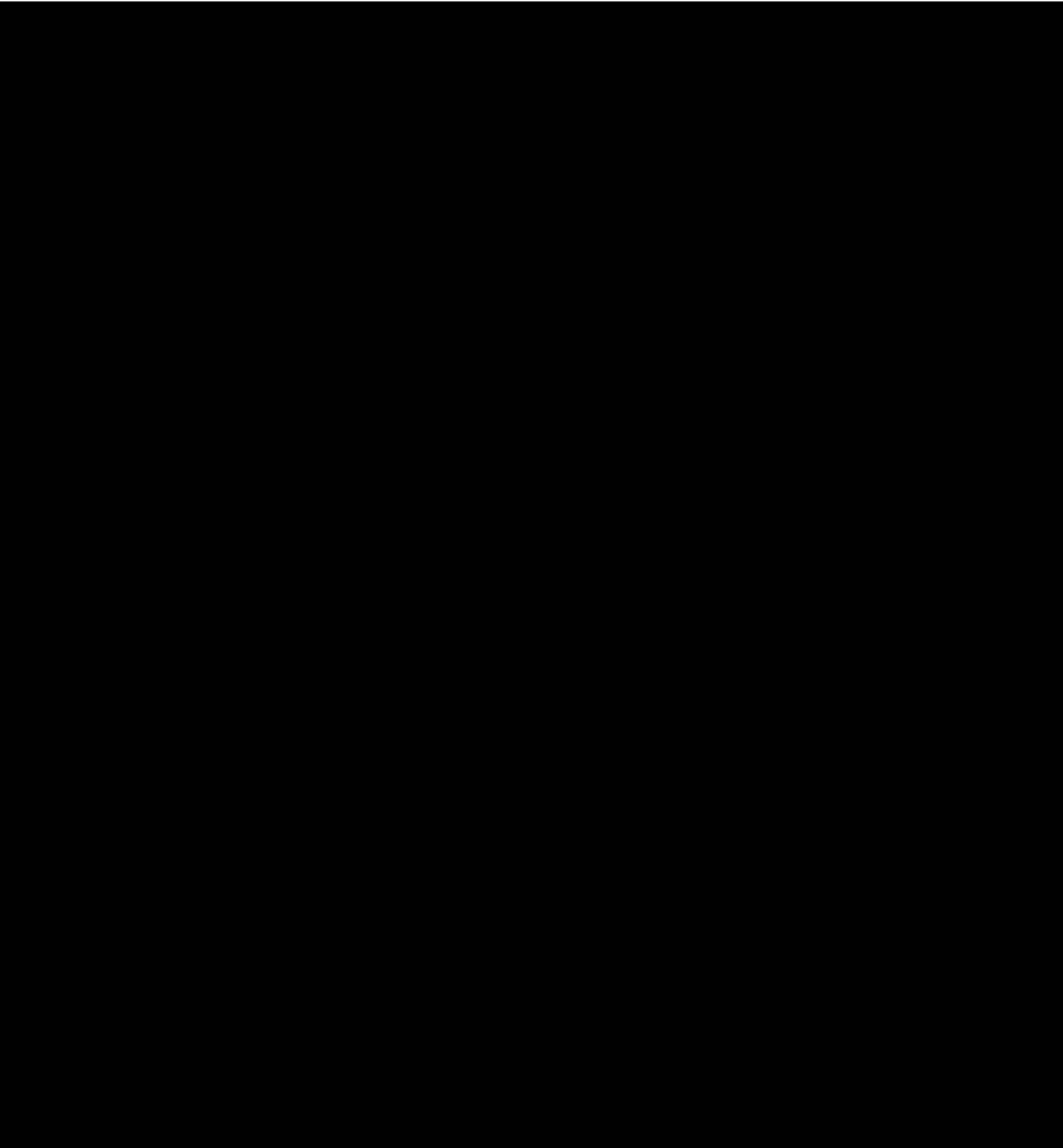
Please provide evidence of up to three similar projects that the project lead applicant and/or members of the project team are currently undertaking or have recently completed. Please include:

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





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

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

Lead Applicant

It's Working

Named staff members, details of specialism and expertise.

Part c participant Organisation 2	
Named staff members, details of specialism and expertise.	
Part c participant Organisation 3	
Named staff members, details of specialism and expertise.	

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

Name and Role of Person where known/ Role of person to be recruited	Working hours per staff member on this project
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5: PROJECT MANAGEMENT

Please fully describe how the project will be managed to ensure that objectives and deliverables will be achieved on time and on budget. Please describe how different organisations/staff will interact to deliver the desired outcomes.

Highlight any in-house or externally accredited training for the project management system and how this relates to this project.

On-time and on-budget achievement of the objectives and deliverables will be managed by an experienced project manager, with governance oversight from an Executive Director. The project manager will take advantage of a range of tools that we use to aid workflow management, comms and tracking including [REDACTED]

The key staff members responsible for the majority of the deliverables (name y [REDACTED]) will form a core team with the project manager and hold a weekly 30-min check-in meeting with key stakeholders from the FSA to review progress, ways of working, scope, timings, and key decisions, and to highlight any blockers or potential blockers as soon as possible.

We will aim to agree the dates and times of key collaborative sessions as early as possible (ideally during the start-up meeting) to set clear deadlines and ensure FSA stakeholder availability.

The project manager will be responsible for assigning other staff members when required throughout the project. They will do this through our established weekly resourcing processes with our dedicated team of experienced resource managers. The core team will be responsible for onboarding these staff members to ensure they have the relevant context to perform and deliver successfully.

6. RISK MANAGEMENT

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

Please add more rows as required

Identified risk	Likelihood of risk (high, medium, low)	Impact of Risk (high, medium, low)	Risk management strategy
Stakeholder availability for meetings and workshops	Medium	High	We will endeavour to schedule sessions as early as possible and at least 2 weeks in advance and have accounted for this in the timeline. Outside of the main debate on workshop we plan to run sessions remotely so can more easily be flexible to account for last minute changes to stakeholder availability.
Existing research does not offer sufficient insights	Medium	High	We have incorporated an optional additional research stage with our preferred specialist food research agency partner [REDACTED] to ensure that we have a sufficient understanding of our audiences and the experiences before the debate on workshop.
Ideation workshop does not produce 8 viable ideas	Low	Medium	We will use multiple debate techniques during the workshop and will include creative staff members from Ipsos to add to the debate on power, which should both result in an abundance of possibilities so solutions. Ideas can be developed further and supplemented post-workshop if required.
Lack of access to relevant FSA team members for knowledge gathering & modelling	Low	Medium	We would look to the FSA to provide the necessary data and resources to enable us to model each of the 8 ideas. If there are delays or challenges in accessing this information, we will raise this as soon as possible and suggest alternative approaches to achieve the required deliverables on time (e.g. using an alternative data source or assumptions).
COVID-19 disrupts core-team availability to deliver project on time	Medium	Medium	It is mandatory key measures for a staff to reduce the risk of transmitting the virus whilst in the office including mandatory face masks whilst unseated; daily deep cleaning of the office; mandatory temperature checks and hand sanitising upon entry; and full compliance with a government guidance and regulation. In the event that one of the core team contracts COVID-19, assuming they are A-symptomatic, we are fully set up for remote working and they would be able to continue their work as normal. If they are symptomatic and require sick leave, then we will communicate this at the earliest possible

			moment to the FSA team and agree an appropriate response – e.g. update to timelines, or drafting a cover, based on the point in the project and the work being done.
COVID-19 disrupts support team availability to deliver project	Medium	Low	As above. However, with support team, given IFS has a staff of 400 in our London office, we would anticipate that we would work with our resource managers to appoint cover in the event that a member of staff is symptomatic and needs to take sick leave.

7. QUALITY MANAGEMENT

A. QUALITY MANAGEMENT

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

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

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

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

Although we have never applied for the ISO 9000 standard, IFS conforms to the highest levels of quality management and quality assurance systems. Please see the attached document, "IFS Quality Management & Quality Assurance Policy".

B. ETHICS

Please identify the key ethical issues for this project and how these will be managed. Please respond to any issues raised in the Specification document.

Please describe the ethical issues of any involvement of people, human samples, animal research or personal data in this part. In addition, please describe the ethical review and governance arrangements that would apply to the work done.

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

We do not foresee any key ethical issues with this project.

C. DATA PROTECTION

Please identify any specific data protection issues for this project and how these will be managed. Please respond to any specific issues raised in the Specification document.

Please note that the successful Applicant will be expected to comply with the Data Protection Act (DPA) 1998 and ensure that any information collected, processed and transferred on behalf of the FSA, will be held and transferred securely.

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

Please see here for our data protection & privacy policy: [REDACTED]

Specific to this project, we foresee the following data protection issues:

- Holding data on any research participants. This will be managed in accordance with our data protection & privacy policy

- Holding data on restaurants. We don't foresee a requirement for this, but if it's required, then management of this data will be in accordance with our data protection & privacy policy

We can confirm we have Cyber Essential certification, or certification number is: [REDACTED]

D. SUSTAINABILITY

The Food Standards Agency is committed to improving sustainability in the management of operations. Procurement looks to its suppliers to help achieve this goal. You will need to demonstrate your approach to sustainability, in particular how you will apply it to this project taking into account economic, environmental and social aspects. This will be considered as part of our selection process, and you must upload your organisation's sustainability policies into the e-gbity criteria on Bravo.

Please state what (if any) environmental certification you hold or briefly describe your current Environmental Management System (EMS).

Environmental sustainability

Environmental sustainability is a key pillar of our **For the forward** ethos.

Internally, we're striving for Net Zero carbon emissions by 2025.

Our focus on driving positive environmental action amongst our staff and clients means we've championed multiple initiatives:

- Create and Strike, led by us, raised the industry around the climate crisis with UK advertising's first ever strike.
- The Great Reset aimed to raise awareness of the positive impact our behaviour change during Covid has had on the planet.
- Ecoeffectiveness is a new methodology that could help us to answer the question - how can businesses increase profitability while reducing emissions to Net Zero?
- Our latest global initiative is Carbon Kickback, which incentivises clients to fight climate change. Clients who sign up to our Climate Charter and make changes to their behaviour that reduce carbon footprint (less travel, greener products, etc.), will see any time saved re-invested into their business, free of charge.

Our Sustainability Workshops are helping our clients to rapidly respond to the climate crisis and create an inspiring plan - and source of competitive advantage - for the next decade.

Social sustainability

We exist to excite progress - for our clients, our people and the wider world. This is our purpose, and Diversity, Equity & Inclusion are fundamental to this.

For the Free is our global DEI strategy. It's a mission to create a business where everyone feels free to be themselves and has the same opportunity and access to progress. It encourages courageous thinkers who champion outsider perspectives.

The strategy has 3 main pillars of activity:

- Diversity: We want to invite difference. To be an organisation that is fully representative of different groups. We value our talented experiences - including gender, race, class, disability, neurodiversity and sexual orientation.
- Equity: We want to be fair to everyone. To remove barriers for individuals and groups and provide the access, support and opportunities that are needed to fully participate in our organisation.
- Inclusion: We want everyone to feel at home. To provide a place where people can be themselves, express their unique identity and contribute to the life of our community.

Our KPIs:

- Our DEI strategy has a primary focus on changing the experience of our Black, Asian and Minority Ethnic and female colleagues.
- There are 5 specific areas where we will drive internal and external progress. Each has KPIs that are reported against twice a year.
- By the end of 2022, there will be a meritocracy where leaders are held accountable for the progress of people in their teams and for creating an inclusive culture.
- We recently shared our plan with our client partners at [REDACTED] and we're proud to say it's one of the most progressive they've seen.

E. DISSEMINATION AND EXPLOITATION (Science Projects Only)

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

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

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

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

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

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

8. SOCIAL VALUE

Social value has a lasting impact on individuals, communities, and the environment. Government has a huge opportunity and responsibility to maximise benefits effectively and comprehensively through its commercial activity. To be effective it is essential that the FSA considers social value at all stages of the procurement lifecycle. In order to do this, we are applying the Government Commercial Functions social value model PPN 06/20 Procurement Policy Note - Taking account of social value in the award of government contracts. [The Social Value Quick Reference Table](#) provides a useful summary of the criteria and the reporting metrics for each of the criteria, including examples.

In order to evaluate this, we ask that you answer the following:

A. WELLBEING: IMPROVING HEALTH AND WELLBEING: Provide evidence of how you will demonstrate action to support health and wellbeing, including physical and mental health, in the contract workforce.

Examples that responses could include:

- implementing the 6 standards in the Mental Health at Work commitment and, where appropriate, the mental health enhanced standards for companies with more than 500 employees in Thriving at Work with respect to the contract workforce, not just following the recommendations.
- public reporting by the tenderer and its supply chain on the health and wellbeing of staff comprising the contract workforce, following the recommendations in the Voluntary Reporting Framework.
- engagement plans to engage the contract workforce in deciding the most important issues to address.

Responses should not exceed 750 words.

- All employees are entitled to flexible home and office working providing they are available for an agreed set of core hours to enable improved work/life balance.
- It has a team of fully-trained Mental Health First Aiders who provide a space to talk about concerns in the office, and we're also a member of NABS, a support organisation for the advertising and media industry.
- We run weekly yoga sessions in the office and give all employees access to WtU, a workout app that enables everyone to get moving.

Annex 4 - Charges

Tender Reference	FS430720
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Tender Title	Food Allergy Safety Scheme Standards Design and Stakeholder Tes
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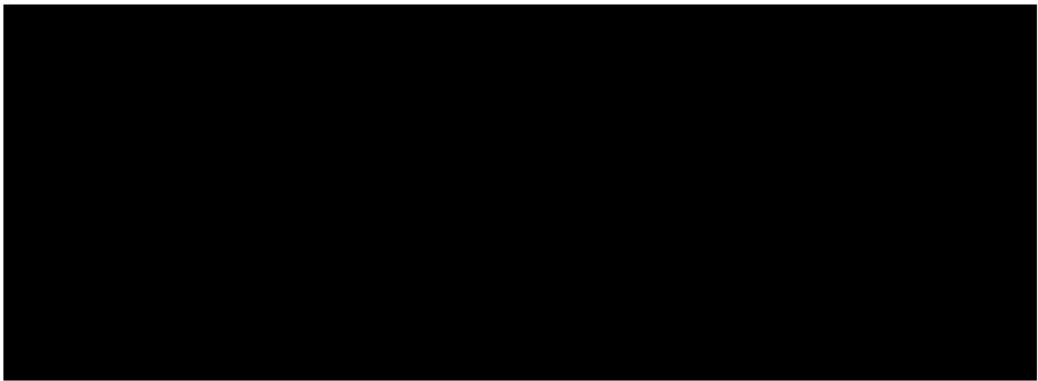


Project Costs Summary Breakdown by Participating Organisations



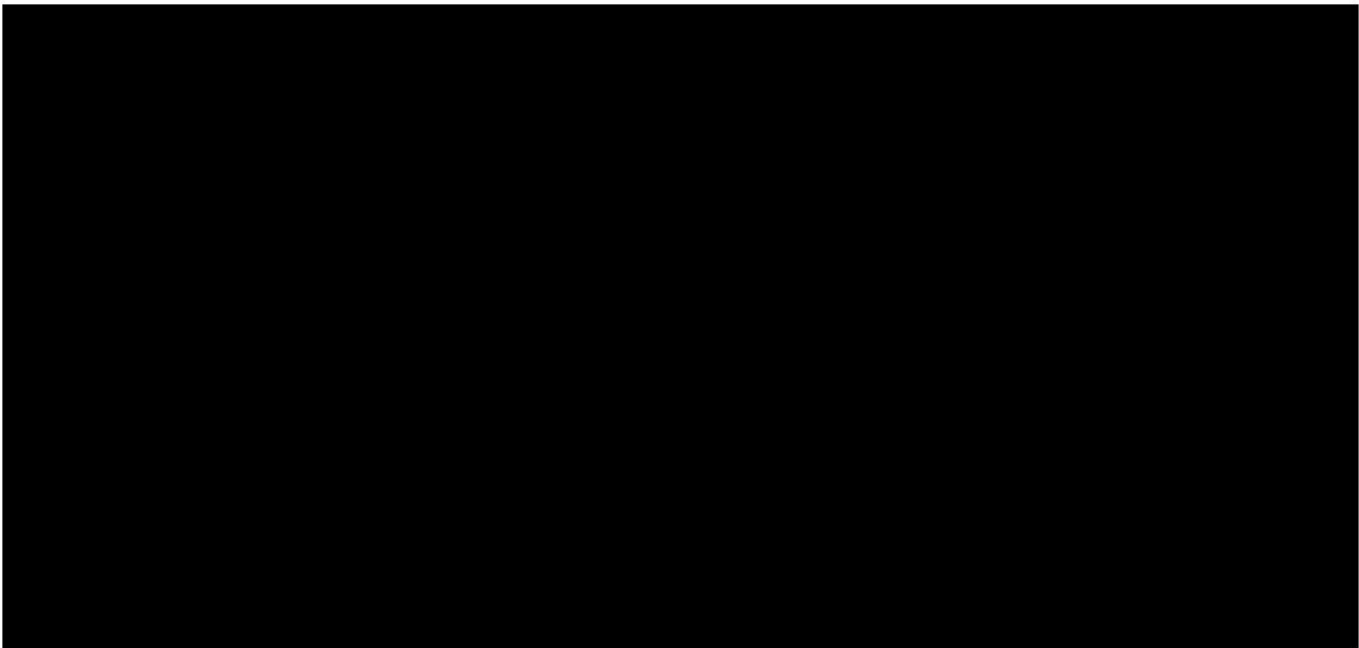
Total Project Costs (excluding VAT) **	£	139,160.00
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Project Costs Summary (Automatically calculated)

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Total Project Costs	£	139,160.00
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Staff Costs Table

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Consumable/Equipment Costs

1
2
3

Travel and Subsistence Costs

The Pricing Schedule

[illegible]

Summary of Payments

Annex 5 Clarification Questions

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

[REDACTED]

[REDACTED]
[REDACTED]

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

Short form Terms

1. Definitions used in the Contract

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

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

"Data Protection Impact Assessment"	of personal data and privacy; (iii) all applicable Law about the processing of personal data and privacy; an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data;
"Data Protection Officer"	has the meaning given to it in the GDPR;
"Data Subject"	has the meaning given to it in the GDPR;
"Data Loss Event"	any event that results, or may result, in unauthorised access to Personal Data held by the Supplier under this Contract, and/or actual or potential loss and/or destruction of Personal Data in breach of this Contract, including any Personal Data Breach;
"Data Subject Access Request"	a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;
"Deliver"	means hand over the Deliverables to the Buyer at the address and on the date agreed between the Parties in accordance with Clause 4.1(a) , which shall include any specific arrangements agreed in accordance with Clause [4]. Delivered and Delivery shall be construed accordingly;
"Existing IPR"	any and all intellectual property rights that are owned by or licensed to either Party and which have been developed independently of the Contract (whether prior to the date of the Contract or otherwise);
"Expiry Date"	means the date for expiry of the Contract as set out in the Order Form;
"FOIA"	means the Freedom of Information Act 2000 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation;
"Force Majeure Event"	any event, occurrence, circumstance, matter or cause affecting the performance by either Party of its obligations under the Contract arising from acts, events, omissions, happenings or non-happenings beyond its reasonable control which prevent or materially delay it from performing its obligations under the Contract but excluding: i) any industrial dispute relating to the Supplier, the Supplier Staff (including any subsets of them) or any other failure in the Supplier or the Subcontractor's supply chain (excluding any failure caused by COVID-19); ii) any event, occurrence, circumstance, matter or cause which is attributable to the wilful act, neglect or failure to take reasonable precautions against it by the Party concerned; and iii) any failure of delay caused by a lack of funds;

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

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

"VAT"	means value added tax in accordance with the provisions of the Value Added Tax Act 1994;
"Working Day"	means a day (other than a Saturday or Sunday) on which banks are open for business in the City of London.

2. Understanding the Contract

In the Contract, unless the context otherwise requires:

- 2.1 references to numbered clauses are references to the relevant clause in these terms and conditions;
- 2.2 any obligation on any Party not to do or omit to do anything shall include an obligation not to allow that thing to be done or omitted to be done;
- 2.3 the headings in this Contract are for information only and do not affect the interpretation of the Contract;
- 2.4 references to "writing" include printing, display on a screen and electronic transmission and other modes of representing or reproducing words in a visible form;
- 2.5 the singular includes the plural and vice versa;
- 2.6 a reference to any law includes a reference to that law as amended, extended, consolidated or re-enacted from time to time and to any legislation or bylaw made under that law; and
- 2.7 the word 'including', "for example" and similar words shall be understood as if they were immediately followed by the words "without limitation".

3. How the Contract works

- 3.1 The Order Form is an offer by the Buyer to purchase the Deliverables subject to and in accordance with the terms and conditions of the Contract.
- 3.2 The Supplier is deemed to accept the offer in the Order Form when the Buyer receives a copy of the Order Form signed by the Supplier.
- 3.3 The Supplier warrants and represents that its tender and all statements made and documents submitted as part of the procurement of Deliverables are and remain true and accurate.

4. What needs to be delivered

4.1 All Deliverables

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

4.2 Services clauses

- (a) The Supplier must co-operate with the Buyer and third party suppliers on all aspects connected with the delivery of the Services and ensure that Supplier Staff comply with any reasonable instructions including any security requirements.
- (b) The Buyer must provide the Supplier with reasonable access to its premises at reasonable times for the purpose of supplying the Services
- (c) The Supplier must at its own risk and expense provide all equipment required to deliver the Services. Any equipment provided by the Buyer to the Supplier for supplying the Services remains the property of the Buyer and is to be returned to the Buyer on expiry or termination of the Contract.
- (d) The Supplier must allocate sufficient resources and appropriate expertise to the Contract.
- (e) The Supplier must take all reasonable care to ensure performance does not disrupt the Buyer's operations, employees or other contractors.
- (f) On completion of the Services, the Supplier is responsible for leaving the Buyer's premises in a clean, safe and tidy condition and making good any damage that it has caused to the Buyer's premises or property, other than fair wear and tear.
- (g) The Supplier must ensure all Services, and anything used to deliver the Services, are of good quality.
- (h) The Buyer is entitled to withhold payment for partially or undelivered Services, but doing so does not stop it from using its other rights under the Contract.

5. Pricing and payments

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

- 5.2 All Charges:

- (a) exclude VAT, which is payable on provision of a valid VAT invoice;
 - (b) include all costs connected with the supply of Deliverables.

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

- 5.4 A Supplier invoice is only valid if it:

The Short form Contract

- (a) includes all appropriate references including the Purchase Order Number and other details reasonably requested by the Buyer;
 - (b) includes a detailed breakdown of Deliverables which have been delivered (if any).
- 5.5 If there is a bona fide dispute between the Parties as to the amount invoiced, the Buyer shall pay the undisputed amount. The Supplier shall not suspend the provision of the Deliverables unless the Supplier is entitled to terminate the Contract for a failure to pay undisputed sums in accordance with clause 11.6. Any bona fide disputes under this Agreement shall be resolved through the dispute resolution procedure detailed in clause 33.
- 5.6 The Supplier must ensure that all subcontractors are paid, in full, within 30 days of receipt of a valid, undisputed invoice. If this doesn't happen, the Buyer can publish the details of the late payment or non-payment.
- 6. The Buyer's obligations to the Supplier**
- 6.1 If Supplier fails to comply with the Contract as a result of a Buyer Cause:
 - (a) the Buyer cannot terminate the Contract under clause 11;
 - (b) the Supplier is entitled to reasonable and proven additional expenses and to relief from liability under this Contract;
 - (c) the Supplier is entitled to additional time needed to deliver the Deliverables;
 - (d) the Supplier cannot suspend the ongoing supply of Deliverables.
- 6.2 Clause 6.1 only applies if the Supplier:
 - (a) gives notice to the Buyer within 10 Working Days of becoming aware;
 - (b) demonstrates that the failure only happened because of the Buyer Cause;
 - (c) mitigated the impact of the Buyer Cause.
- 7. Record keeping and reporting**
- 7.1 The Supplier must ensure that suitably qualified representatives attend progress meetings with the Buyer and provide progress reports when specified in the Order Form.
- 7.2 The Supplier must keep and maintain full and accurate records and accounts on everything to do with the Contract for three years after the date of expiry or termination of the Contract.
- 7.3 The Supplier must allow any auditor appointed by the Buyer access to their premises to verify all contract accounts and records of everything to do with the Contract and provide copies for the audit.
- 7.4 The Supplier must provide information to the auditor and reasonable co-operation at their request.
- 7.5 If the Supplier is not providing any of the Deliverables, or is unable to provide them, it must immediately:
 - (a) tell the Buyer and give reasons;
 - (b) propose corrective action;

- (c) provide a deadline for completing the corrective action.

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

- (a) require that the Supplier provide to the Buyer (for its approval) a plan setting out how the Supplier will ensure continued performance of the Contract and the Supplier will make changes to such plan as reasonably required by the Buyer and once it is agreed then the Supplier shall act in accordance with such plan and report to the Buyer on demand
- (b) if the Supplier fails to provide a plan or fails to agree any changes which are requested by the Buyer or fails to implement or provide updates on progress with the plan, terminate the Contract immediately for material breach (or on such date as the Buyer notifies).

8. Supplier staff

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

- (a) be appropriately trained and qualified;
- (b) be vetted using Good Industry Practice
- (c) comply with all conduct requirements when on the Buyer's premises.

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

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

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

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

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

- (a) requested to do so by the Buyer (not to be unreasonably withheld or delayed);
- (b) the person concerned resigns, retires or dies or is on maternity or long-term sick leave; or
- (c) the person's employment or contractual arrangement with the Supplier or any subcontractor is terminated for material breach of contract by the employee.

9. Rights and protection

9.1 The Supplier warrants and represents that:

- (a) it has full capacity and authority to enter into and to perform the Contract;
- (b) the Contract is executed by its authorised representative;
- (c) it is a legally valid and existing organisation incorporated in the place it was formed;

- (d) there are no known legal or regulatory actions or investigations before any court, administrative body or arbitration tribunal pending or threatened against it or its affiliates that might affect its ability to perform the Contract;
 - (e) it maintains all necessary rights, authorisations, licences and consents to perform its obligations under the Contract;
 - (f) it doesn't have any contractual obligations which are likely to have a material adverse effect on its ability to perform the Contract; and
 - (g) it is not impacted by an Insolvency Event.
- 9.2 The warranties and representations in clause 9.1 are repeated each time the Supplier provides Deliverables under the Contract.
- 9.3 The Supplier indemnifies the Buyer against each of the following:
- (a) wilful misconduct of the Supplier, any of its subcontractor and/or Supplier Staff that impacts the Contract; and
 - (b) non-payment by the Supplier of any tax or National Insurance.
- 9.4 If the Supplier becomes aware of a representation or warranty that becomes untrue or misleading, it must immediately notify the Buyer.
- 9.5 All third party warranties and indemnities covering the Deliverables must be assigned for the Buyer's benefit by the Supplier.

10. Intellectual Property Rights (IPRs)

- 10.1 Each Party keeps ownership of its own Existing IPRs. The Supplier gives the Buyer a non-exclusive, perpetual, royalty-free, irrevocable, transferable, worldwide licence to use, change and sub-license the Supplier's Existing IPR solely for the purpose of enabling it and its sub- licensees to both:
- (a) receive and use the Deliverables;
 - (b) use the New IPR.
- 10.2 Any New IPR created under the Contract is owned by the Buyer. The Buyer gives the Supplier a licence to use any Existing IPRs for the purpose of fulfilling its obligations under the Contract and a perpetual, royalty-free, non-exclusive licence to use any New IPRs.
- 10.3 Where a Party acquires ownership of intellectual property rights incorrectly under this Contract it must do everything reasonably necessary to complete a transfer assigning them in writing to the other Party on request and at its own cost.
- 10.4 Neither Party has the right to use the other Party's intellectual property rights, including any use of the other Party's names, logos or trademarks, except as provided in clause 10 or otherwise agreed in writing.
- 10.5 If any claim is made against the Buyer for actual or alleged infringement of a third party's intellectual property arising out of, or in connection with, the supply or use of the Deliverables (an "**IPR Claim**"), then the Supplier indemnifies the Buyer against all losses, damages, costs or expenses (including professional fees and fines) incurred as a result of the IPR Claim.

- 10.6 If an IPR Claim is made or anticipated the Supplier must at its own expense and the Buyer's sole option, either:
- (a) obtain for the Buyer the rights in clauses 10.1 and 10.2 without infringing any third party intellectual property rights;
 - (b) replace or modify the relevant item with substitutes that don't infringe intellectual property rights without adversely affecting the functionality or performance of the Deliverables.

11. Ending the contract

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

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

11.3 Ending the Contract without a reason

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

11.4 When the Buyer can end the Contract

- (a) If any of the following events happen, the Buyer has the right to immediately terminate its Contract by issuing a termination notice in writing to the Supplier:
 - (i) there's a Supplier Insolvency Event;
 - (ii) if the Supplier repeatedly breaches the Contract in a way to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms and conditions of the Contract;
 - (iii) if the Supplier is in material breach of any obligation which is capable of remedy, and that breach is not remedied within 30 days of the Supplier receiving notice specifying the breach and requiring it to be remedied;
 - (iv) there's a change of control (within the meaning of section 450 of the Corporation Tax Act 2010) of the Supplier which isn't pre-approved by the Buyer in writing;
 - (v) if the Buyer discovers that the Supplier was in one of the situations in 57(1) or 57(2) of the Regulations at the time the Contract was awarded;
 - (vi) the Court of Justice of the European Union uses Article 258 of the Treaty on the Functioning of the European Union (TFEU) to declare that the Contract should not have been awarded to the Supplier because of a serious breach of the TFEU or the Regulations;
 - (vii) the Supplier or its affiliates bring the Buyer into disrepute.
- (b) If any of the events in 73(1) (a) to (c) of the Regulations (substantial modification, exclusion of the Supplier, procurement infringement) happen, the Buyer has the right to immediately terminate the Contract and clause 11.5(b) to 11.5(g) applies.

11.5 What happens if the Contract ends

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

- (a) the Supplier is responsible for the Buyer's reasonable costs of procuring replacement deliverables for the rest of the term of the Contract;
- (b) the Buyer's payment obligations under the terminated Contract stop immediately;
- (c) accumulated rights of the Parties are not affected;
- (d) the Supplier must promptly delete or return the Government Data except where required to retain copies by law;
- (e) the Supplier must promptly return any of the Buyer's property provided under the Contract;
- (f) the Supplier must, at no cost to the Buyer, give all reasonable assistance to the Buyer and any incoming supplier and co-operate fully in the handover and re-procurement;
- (g) the following clauses survive the termination of the Contract: 3.2.10, 6, 7.2, 9, 11, 14, 15, 16, 17, 18, 34, and any clauses which are expressly or by implication intended to continue.

11.6 When the Supplier can end the Contract

- (a) The Supplier can issue a reminder notice if the Buyer does not pay an undisputed invoice on time. The Supplier can terminate the Contract if the Buyer fails to pay an undisputed invoiced sum due and worth over 10% of the total Contract value or £1,000, whichever is the lower, within 5 days of the date of the reminder notice.
- (b) If a Supplier terminates the Contract under clause 11.6(a):
 - (i) the Buyer must promptly pay all outstanding charges incurred to the Supplier;
 - (ii) the Buyer must pay the Supplier reasonable committed and unavoidable losses as long as the Supplier provides a fully itemised and costed schedule with evidence - the maximum value of this payment is limited to the total sum payable to the Supplier if the Contract had not been terminated;
 - (iii) clauses 11.5(d) to 11.5(g) apply.

11.7 Partially ending and suspending the Contract

- (a) Where the Buyer has the right to terminate the Contract under clause 11.4, it can terminate or suspend (for any period), all or part of it. If the Buyer suspends the Contract it can provide the Deliverables itself or buy them from a third party.
- (b) The Parties must agree (in accordance with clause 24) any necessary variation required by clause 11.7(a), but the Supplier may not either:
 - (i) reject the variation;
 - (ii) increase the Charges, except where the right to partial termination is under clause 11.3.
- (c) The Buyer can still use other rights available, or subsequently available to it if it acts on its rights under clause 11.7.

12. How much you can be held responsible for

- 12.1 Subject to Clauses 12.4 and 12.5, each Party's total aggregate liability under or in connection with the Contract (whether in tort, contract or otherwise) is no more than 125% of the Charges paid or payable to the Supplier.
- 12.2 No Party is liable to the other for:
- (a) any indirect losses;
 - (b) loss of profits, turnover, savings, business opportunities or damage to goodwill (in each case whether direct or indirect).
- 12.3 In spite of clause 12.1, neither Party limits or excludes any of the following:
- (a) its liability for death or personal injury caused by its negligence, or that of its employees, agents or subcontractors;
 - (b) its liability for bribery or fraud or fraudulent misrepresentation by it or its employees;
 - (c) any liability that cannot be excluded or limited by law.
- 12.4 In spite of clause 12.1, the Supplier does not limit or exclude its liability for any indemnity given under clauses 8.5, 9.3, 10.5, 13.2, or 30.2(b).
- 12.5 Notwithstanding clause 12.1, the Supplier's total aggregate liability under Clause 14.26(e) (whether in tort, contract or otherwise) is no more than 200% of the Charges paid or payable to the Supplier.
- 12.6 Each Party must use all reasonable endeavours to mitigate any loss or damage which it suffers under or in connection with the Contract, including any indemnities.

13. Obeying the law

- 13.1 The Supplier must, in connection with provision of the Deliverables, use reasonable endeavours to:
- (a) comply and procure that its subcontractors comply with the Supplier Code of Conduct appearing at https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/779660/20190220-Supplier_Code_of_Conduct.pdf and such other corporate social responsibility requirements as the Buyer may notify to the Supplier from time to time;
 - (b) support the Buyer in fulfilling its Public Sector Equality duty under S149 of the Equality Act 2010;
 - (c) not use nor allow its subcontractors to use modern slavery, child labour or inhumane treatment;
 - (d) meet the applicable Government Buying Standards applicable to Deliverables which can be found online at: <https://www.gov.uk/government/collections/sustainable-procurement-the-government-buying-standards-gbs>
- 13.2 Subject to Clause 14.26(e), the Supplier indemnifies the Buyer against any costs resulting from any default by the Supplier relating to any applicable law to do with the Contract.

- 13.3 The Supplier must appoint a Compliance Officer who must be responsible for ensuring that the Supplier complies with Law, Clause 13.1 and Clauses 27 to 32
- 13.4 "Compliance Officer" the person(s) appointed by the Supplier who is responsible for ensuring that the Supplier complies with its legal obligations;

14. Data protection

- 14.1 The Buyer is the Controller and the Supplier is the Processor for the purposes of the Data Protection Legislation.
- 14.2 The Supplier must process Personal Data and ensure that Supplier Staff process Personal Data only in accordance with this Contract.
- 14.3 The Supplier must not remove any ownership or security notices in or relating to the Government Data.
- 14.4 Where agreed in writing between the parties, the Supplier must make accessible back-ups of all Government Data, stored in an agreed off-site location and send the Buyer copies upon request during the term of the Agreement.
- 14.5 The Supplier must ensure that any Supplier system holding any Government Data, including back-up data is a secure system that complies with the security requirements specified in writing by the Buyer.
- 14.6 If at any time the Supplier suspects or has reason to believe that the Government Data provided under the Contract is corrupted, lost or sufficiently degraded, then the Supplier must notify the Buyer and immediately suggest remedial action.
- 14.7 If the Government Data is corrupted, lost or sufficiently degraded due to the Supplier's breach of this Contract so as to be unusable the Buyer may either or both:
- (a) tell the Supplier to restore or get restored Government Data as soon as practical but no later than five Working Days from the date that the Buyer receives notice, or the Supplier finds out about the issue, whichever is earlier;
 - (b) restore the Government Data itself or using a third party.
- 14.8 The Supplier must pay each Party's reasonable costs of complying with clause 14.7 unless the Buyer is at fault.
- 14.9 Only the Buyer can decide what processing of Personal Data a Supplier can do under the Contract and must specify it for the Contract using the template in Annex 1 of the Order Form (*Authorised Processing*).
- 14.10 The Supplier must only process Personal Data if authorised to do so in the Annex to the Order Form (*Authorised Processing*) by the Buyer. Any further written instructions relating to the processing of Personal Data are incorporated into Annex 1 of the Order Form.
- 14.11 The Supplier must give all reasonable assistance to the Buyer in the preparation of any Data Protection Impact Assessment before starting any processing, including:
- (a) a systematic description of the expected processing and its purpose;
 - (b) the necessity and proportionality of the processing operations;
 - (c) the risks to the rights and freedoms of Data Subjects;

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- (d) the intended measures to address the risks, including safeguards, security measures and mechanisms to protect Personal Data.
- 14.12 The Supplier must notify the Buyer immediately if it becomes aware that the Buyer's instructions breach the Data Protection Legislation.
- 14.13 The Supplier must put in place appropriate Protective Measures to protect against a Data Loss Event which must be approved by the Buyer.
- 14.14 If lawful to notify the Buyer, the Supplier must notify it if the Supplier is required to process Personal Data by Law promptly and before processing it.
- 14.15 The Supplier must take all reasonable steps to ensure the reliability and integrity of any Supplier Staff who have access to the Personal Data and ensure that they:
 - (a) are aware of and comply with the Supplier's duties under this clause 14;
 - (b) are subject to appropriate confidentiality undertakings with the Supplier or any Subprocessor;
 - (c) are informed of the confidential nature of the Personal Data and do not provide any of the Personal Data to any third Party unless directed in writing to do so by the Buyer or as otherwise allowed by the Contract;
 - (d) have undergone adequate training in the use, care, protection and handling of Personal Data.
- 14.16 The Supplier must not transfer Personal Data outside of the EU unless all of the following are true:
 - (a) it has obtained prior written consent of the Buyer;
 - (b) the Buyer has decided that there are appropriate safeguards (in accordance with Article 46 of the GDPR);
 - (c) the Data Subject has enforceable rights and effective legal remedies when transferred;
 - (d) the Supplier meets its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred;
 - (e) where the Supplier is not bound by Data Protection Legislation it must use its best endeavours to help the Buyer meet its own obligations under Data Protection Legislation; and
 - (f) the Supplier complies with the Buyer's reasonable prior instructions about the processing of the Personal Data.
- 14.17 The Supplier must notify the Buyer immediately if it:
 - (a) receives a Data Subject Access Request (or purported Data Subject Access Request);
 - (b) receives a request to rectify, block or erase any Personal Data;
 - (c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
 - (d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Contract;
 - (e) receives a request from any third Party for disclosure of Personal Data where compliance with the request is required or claims to be required by Law;
 - (f) becomes aware of a Data Loss Event.

- 14.18 Any requirement to notify under clause 14.17 includes the provision of reasonable further information to the Buyer in stages as details become available.
- 14.19 The Supplier must, at the Buyer's cost, promptly provide the Buyer with full assistance in relation to any Party's obligations under Data Protection Legislation and any complaint, communication or request made under clause 14.17. This includes giving the Buyer:
- (a) full details and copies of the complaint, communication or request;
 - (b) reasonably requested assistance so that it can comply with a Data Subject Access Request within the relevant timescales in the Data Protection Legislation;
 - (c) any Personal Data it holds in relation to a Data Subject on request;
 - (d) assistance that it requests following any Data Loss Event;
 - (e) assistance that it requests relating to a consultation with, or request from, the Information Commissioner's Office.
- 14.20 The Supplier must maintain full, accurate records and information to show it complies with this clause 14. This requirement does not apply where the Supplier employs fewer than 250 staff, unless either the Buyer determines that the processing:
- (a) is not occasional;
 - (b) includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR;
 - (c) is likely to result in a risk to the rights and freedoms of Data Subjects.
- 14.21 The Supplier must appoint a Data Protection Officer responsible for observing its obligations in this Schedule and give the Buyer their contact details.
- 14.22 Before allowing any Subprocessor to process any Personal Data, the Supplier must:
- (a) notify the Buyer in writing of the intended Subprocessor and processing;
 - (b) obtain the written consent of the Buyer;
 - (c) enter into a written contract with the Subprocessor so that this clause 14 applies to the Subprocessor;
 - (d) provide the Buyer with any information about the Subprocessor that the Buyer reasonably requires.
- 14.23 The Supplier remains fully liable for all acts or omissions of any Subprocessor.
- 14.24 At any time the Buyer can, with 30 Working Days notice to the Supplier, change this clause 14 to:
- (a) replace it with any applicable standard clauses (between the controller and processor) or similar terms forming part of an applicable certification scheme under GDPR Article 42;
 - (b) ensure it complies with guidance issued by the Information Commissioner's Office.
- 14.25 The Parties agree to take account of any non-mandatory guidance issued by the Information Commissioner's Office.
- 14.26 The Supplier shall (where it has agreed the same in writing with the Buyer):

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

15. What you must keep confidential

15.1 Each Party must:

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

15.2 In spite of clause 15.1, a Party may disclose Confidential Information which it receives from the disclosing Party in any of the following instances:

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

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

15.4 The Buyer may disclose Confidential Information in any of the following cases:

- (a) on a confidential basis to the employees, agents, consultants and contractors of the Buyer;
- (b) on a confidential basis to any other Central Government Body, any successor body to a Central Government Body or any company that the Buyer transfers or

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- proposes to transfer all or any part of its business to;
 - (c) if the Buyer (acting reasonably) considers disclosure necessary or appropriate to carry out its public functions;
 - (d) where requested by Parliament;
 - (e) under clauses 5.7 and 16.
- 15.5 For the purposes of clauses 15.2 to 15.4 references to disclosure on a confidential basis means disclosure under a confidentiality agreement or arrangement including terms as strict as those required in clause 15.
- 15.6 Information which is exempt from disclosure by clause 16 is not Confidential Information.
- 15.7 The Supplier must not make any press announcement or publicise the Contract or any part of it in any way, without the prior written consent of the Buyer and must take all reasonable steps to ensure that Supplier Staff do not either.

16. When you can share information

- 16.1 The Supplier must tell the Buyer within 48 hours if it receives a Request For Information.
- 16.2 Within the required timescales the Supplier must give the Buyer full co-operation and information needed so the Buyer can:
 - (a) comply with any Freedom of Information Act (FOIA) request;
 - (b) comply with any Environmental Information Regulations (EIR) request.
- 16.3 The Buyer may talk to the Supplier to help it decide whether to publish information under clause 16. However, the extent, content and format of the disclosure is the Buyer's decision, which does not need to be reasonable.

17. Invalid parts of the contract

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

18. No other terms apply

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

19. Other people's rights in a contract

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

20. Circumstances beyond your control

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

- (a) provides written notice to the other Party;
- (b) uses all reasonable measures practical to reduce the impact of the Force Majeure Event.

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

20.3 Where a Party terminates under clause 20.2:

- (a) each party must cover its own losses;
- (b) clause 11.5(b) to 11.5(g) applies.

21. Relationships created by the contract

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

22. Giving up contract rights

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

23. Transferring responsibilities

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

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

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

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

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

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

- (a) their name;
- (b) the scope of their appointment;
- (c) the duration of their appointment.

24. Changing the contract

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

25. How to communicate about the contract

- 25.1 All notices under the Contract must be in writing and are considered effective on the Working Day of delivery as long as they're delivered before 5:00pm on a Working Day. Otherwise the notice is effective on the next Working Day. An email is effective when sent unless an error message is received.
- 25.2 Notices to the Buyer or Supplier must be sent to their address in the Order Form.
- 25.3 This clause does not apply to the service of legal proceedings or any documents in any legal action, arbitration or dispute resolution.

26. Preventing fraud, bribery and corruption

- 26.1 The Supplier shall not:
- (a) commit any criminal offence referred to in the Regulations 57(1) and 57(2);
 - (b) offer, give, or agree to give anything, to any person (whether working for or engaged by the Buyer or any other public body) an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of the Contract or any other public function or for showing or refraining from showing favour or disfavour to any person in relation to the Contract or any other public function.
- 26.2 The Supplier shall take all reasonable steps (including creating, maintaining and enforcing adequate policies, procedures and records), in accordance with good industry practice, to prevent any matters referred to in clause 26.1 and any fraud by the Staff and the Supplier (including its shareholders, members and directors) in connection with the Contract and shall notify the Buyer immediately if it has reason to suspect that any such matters have occurred or is occurring or is likely to occur.
- 26.3 If the Supplier or the Staff engages in conduct prohibited by clause 26.1 or commits fraud in relation to the Contract or any other contract with the Crown (including the Buyer) the Buyer may:
- (a) terminate the Contract and recover from the Supplier the amount of any loss suffered by the Buyer resulting from the termination, including the cost reasonably incurred by the Buyer of making other arrangements for the supply of the Deliverables and any additional expenditure incurred by the Buyer throughout the remainder of the Contract; or
 - (b) recover in full from the Supplier any other loss sustained by the Buyer in consequence of any breach of this clause.

27. Equality, diversity and human rights

- 27.1 The Supplier must follow all applicable equality law when they perform their obligations under the Contract, including:
- (a) protections against discrimination on the grounds of race, sex, gender reassignment, religion or belief, disability, sexual orientation, pregnancy, maternity, age or otherwise;
 - (b) any other requirements and instructions which the Buyer reasonably imposes related to equality Law.

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

28. Health and safety

- 28.1 The Supplier must perform its obligations meeting the requirements of:
- (a) all applicable law regarding health and safety;
 - (b) the Buyer's current health and safety policy while at the Buyer's premises, as provided to the Supplier.
- 28.2 The Supplier and the Buyer must as soon as possible notify the other of any health and safety incidents or material hazards they're aware of at the Buyer premises that relate to the performance of the Contract.

29. Environment

- 29.1 When working on Site the Supplier must perform its obligations under the Buyer's current Environmental Policy, which the Buyer must provide.
- 29.2 The Supplier must ensure that Supplier Staff are aware of the Buyer's Environmental Policy.

30. Tax

- 30.1 The Supplier must not breach any tax or social security obligations and must enter into a binding agreement to pay any late contributions due, including where applicable, any interest or any fines. The Buyer cannot terminate the Contract where the Supplier has not paid a minor tax or social security contribution.
- 30.2 Where the Supplier or any Supplier Staff are liable to be taxed or to pay National Insurance contributions in the UK relating to payment received under the Off Contract, the Supplier must both:
- (a) comply with the Income Tax (Earnings and Pensions) Act 2003 and all other statutes and regulations relating to income tax, the Social Security Contributions and Benefits Act 1992 (including IR35) and National Insurance contributions;
 - (b) indemnify the Buyer against any Income Tax, National Insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made during or after the Contract Period in connection with the provision of the Deliverables by the Supplier or any of the Supplier Staff.
- 30.3 If any of the Supplier Staff are Workers who receive payment relating to the Deliverables, then the Supplier must ensure that its contract with the Worker contains the following requirements:
- (a) the Buyer may, at any time during the term of the Contract, request that the Worker provides information which demonstrates they comply with clause 30.2, or why those requirements do not apply, the Buyer can specify the information the Worker must provide and the deadline for responding;

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

31. Conflict of interest

- 31.1 The Supplier must take action to ensure that neither the Supplier nor the Supplier Staff are placed in the position of an actual or potential conflict between the financial or personal duties of the Supplier or the Supplier Staff and the duties owed to the Buyer under the Contract, in the reasonable opinion of the Buyer.
- 31.2 The Supplier must promptly notify and provide details to the Buyer if a conflict of interest happens or is expected to happen.
- 31.3 The Buyer can terminate its Contract immediately by giving notice in writing to the Supplier or take any steps it thinks are necessary where there is or may be an actual or potential conflict of interest.

32. Reporting a breach of the contract

- 32.1 As soon as it is aware of it the Supplier and Supplier Staff must report to the Buyer any actual or suspected breach of law, clause 13.1, or clauses 26 to 31.
- 32.2 The Supplier must not retaliate against any of the Supplier Staff who in good faith reports a breach listed in clause 32.1.

33. Resolving disputes

- 33.1 If there is a bona fide dispute between the Parties, their senior representatives who have authority to settle the dispute will, within 28 days of a written request from the other Party, meet in good faith to resolve the dispute.
- 33.2 If the dispute is not resolved at that meeting, the Parties can attempt to settle it by mediation using the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure current at the time of the dispute. If the Parties cannot agree on a mediator, the mediator will be nominated by CEDR. If either Party does not wish to use, or continue to use mediation, or mediation does not resolve the dispute, the dispute must be resolved using clauses 33.3 to 33.5.
- 33.3 Unless the Buyer refers the dispute to arbitration using clause 33.4, the Parties irrevocably agree that the courts of England and Wales have the exclusive jurisdiction to:
 - (a) determine the dispute;
 - (b) grant interim remedies;
 - (c) grant any other provisional or protective relief.

- 33.4 The Supplier agrees that the Buyer has the exclusive right to refer any dispute to be finally resolved by arbitration under the London Court of International Arbitration Rules current at the time of the dispute. There will be only one arbitrator. The seat or legal place of the arbitration will be London and the proceedings will be in English.
- 33.5 The Buyer has the right to refer a dispute to arbitration even if the Supplier has started or has attempted to start court proceedings under clause 33.3, unless the Buyer has agreed to the court proceedings or participated in them. Even if court proceedings have started, the Parties must do everything necessary to ensure that the court proceedings are stayed in favour of any arbitration proceedings if they are started under clause 33.4.
- 33.6 The Supplier cannot suspend the performance of the Contract during any dispute.

34. Which law applies

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