

ICF
33 Cannon Street
London
EC4M 5SB

Date: 22nd May 2018

Our ref: FS301051

Dear Sirs,

Award of contract for the supply of FS301051 Barriers to and Enablers of the Reporting of Intelligence Regarding Food Crime

Following your tender/ proposal for the supply of FS301051 Barriers to and Enablers of the Reporting of Intelligence Regarding Food Crime to Food Standards Agency (FSA), we are pleased to award this contract to you.

This letter (Award Letter) and its Annexes set out the terms of the contract between FSA as the Customer and ICF Consulting Services Ltd as the Supplier for the provision of the Services. Unless the context otherwise requires, capitalised expressions used in this Award Letter have the same meanings as in the terms and conditions of contract set out in Annex 1 to this Award Letter (the “**Conditions**”). In the event of any conflict between this Award Letter and the Conditions, this Award Letter shall prevail. Please do not attach any Supplier terms and conditions to this Award Letter as they will not be accepted by the Customer and may delay the conclusion of the Agreement.

For the purposes of the Agreement, the Customer and the Supplier agree as follows:

- 1) The Services shall be performed at ***the Supplier's premises***.
- 2) The Service shall be delivered as proposed in Annex 3 the Supplier's Technical Proposal. The charges for the Services shall be as set out in Annex 4 the Supplier's Technical Proposal.
- 3) The specification of the Services to be supplied is as set out in Annex 2.
- 4) The Term shall commence on 1st June 2018 and the Expiry Date shall be 31st March 2019.
- 5) The address for notices of the Parties are:

Customer

FSA, Foss House, Peasholme Green, York,
YO1 7PR

Supplier

ICF, 33 Cannon Street, London, EC4M 5SB

- 6) The Customer may require the Supplier to ensure that any person employed in the provision of the Services has undertaken a Disclosure and Barring Service check. The Supplier shall ensure that no person who discloses that he/she has a conviction that is relevant to the nature of the Services, relevant to the work of the Customer, or is of a type otherwise advised by the Customer (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 Services.

Payment

All invoices must be sent, quoting a valid purchase order number (PO Number), to: Accounts-Payable.fsa@sscl.gse.gov.uk. Within 10 working days of receipt of your countersigned copy of this

letter, we will send you a unique PO Number. You must be in receipt of a valid PO Number before submitting an invoice.

To avoid delay in payment it is important that the invoice is compliant and that it includes a valid PO Number, PO Number item number (if applicable) and the details (name and telephone number) of your Customer contact (i.e. Contract Manager). Non-compliant invoices will be sent back to you, which may lead to a delay in payment.

Liaison

For general liaison your contact will be Alice Rayner.

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 Services. Please confirm your acceptance of the award of this contract by signing and returning the enclosed copy of this letter to Mark Croft by e-mail **within 7** days from the date of this letter.

Yours faithfully,

Mark Croft
Procurement Category Manager

Signed for and on behalf of FSA

Name:

Job Title:

Signature:

Date:

We accept the terms set out in this letter and its **Annexes**, including the Conditions.

Signed for and on behalf of ICF Consulting Services Ltd

Name:

Job Title:

Signature:

Date:

Annex 1

Terms and Conditions of Contract for Services

1 Interpretation

1.1 In these terms and conditions:

“Agreement”	means the contract between (i) the Customer acting as part of the Crown and (ii) the Supplier constituted by the Supplier’s countersignature of the Award Letter and includes the Award Letter and Annexes;
“Award Letter”	means the letter from the Customer to the Supplier printed above these terms and conditions;
“Central Government Body”	means a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics: <ul style="list-style-type: none"> (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 Services as specified in the Award Letter;
“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;
“Supplier Personnel”	means all directors, officers, employees, agents, consultants and Suppliers of the Supplier and/or of any Sub-Supplier engaged in the performance of its obligations under this Agreement;
“Controller, Processor, Data Subject, Personal Data, Personal Data Breach, Data Protection Officer”	take the meaning given in the GDPR;
“Customer”	means the person named as Customer in the Award Letter;
“DPA”	means the Data Protection Act 1998;
“DPA 2018”	means Data Protection Act 2018
“Data Loss Event”	means any event that results, or may result, in unauthorised access to Personal Data held by the Supplier under this Agreement, and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach;

“Data Protection Impact Assessment”	means an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data;
“Data Protection Legislation”	means (i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the DPA 2018 to the extent that it relates to processing of personal data and privacy; (iii) all applicable Law about the processing of personal data and privacy;
“Data Subject Access Request”	means a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;
“Expiry Date”	means the date for expiry of the Agreement as set out in the Award Letter;
“FOIA”	means the Freedom of Information Act 2000;
“GDPR”	means the General Data Protection Regulation (Regulation (EU) 2016/679);
“Information”	has the meaning given under section 84 of the FOIA;
“Key Personnel”	means any persons specified as such in the Award Letter or otherwise notified as such by the Customer to the Supplier in writing;
“Law”	means any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the Supplier is bound to comply;
“LED”	means Law Enforcement Directive (Directive (EU) 2016/680);
“Party”	means the Supplier or the Customer (as appropriate) and “Parties” shall mean both of them;
“Personal Data”	means personal data (as defined in the DPA) which is processed by the Supplier or any Staff on behalf of the Customer pursuant to or in connection with this Agreement;
“Protective Measures”	means appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it;
“Purchase Order Number”	means the Customer’s unique number relating to the supply of the Services;
“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 Customer under the Agreement;
“Specification”	means the specification for the Services (including as to quantity, description and quality) as specified in the Award Letter;
“Staff”	means all directors, officers, employees, agents, consultants and Suppliers of the Supplier and/or of any sub-Supplier of the Supplier engaged in the

performance of the Supplier's obligations under the Agreement;

- "Staff Vetting Procedures" means vetting procedures that accord with good industry practice or, where requested by the Customer, the Customer's procedures for the vetting of personnel as provided to the Supplier from time to time;
- "Sub-processor" means any third Party appointed to process Personal Data on behalf of the Supplier related to this Agreement
- "Supplier" means the person named as Supplier in the Award Letter;
- "Term" means the period from the start date of the Agreement set out in the Award Letter to the Expiry Date as such period may be extended in accordance with clause 4.2 or terminated in accordance with the terms and conditions of the Agreement;
- "VAT" means value added tax in accordance with the provisions of the Value Added Tax Act 1994; and
- "Working Day" means a day (other than a Saturday or Sunday) on which banks are open for business in the City of London.

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

- 1.2.1 references to numbered clauses are references to the relevant clause in these terms and conditions;
- 1.2.2 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;
- 1.2.3 the headings to the clauses of these terms and conditions are for information only and do not affect the interpretation of the Agreement;
- 1.2.4 any reference to an enactment includes reference to that enactment as amended or replaced from time to time and to any subordinate legislation or byelaw made under that enactment; and
- 1.2.5 the word 'including' shall be understood as meaning 'including without limitation'.

2 Basis of Agreement

- 2.1 The Award Letter constitutes an offer by the Customer to purchase the Services subject to and in accordance with the terms and conditions of the Agreement.
- 2.2 The offer comprised in the Award Letter shall be deemed to be accepted by the Supplier on receipt by the Customer of a copy of the Award Letter countersigned by the Supplier within [7] days of the date of the Award Letter.

3 Supply of Services

- 3.1 In consideration of the Customer's agreement to pay the Charges, the Supplier shall supply the Services to the Customer for the Term subject to and in accordance with the terms and conditions of the Agreement.
- 3.2 In supplying the Services, the Supplier shall:
 - 3.2.1 co-operate with the Customer in all matters relating to the Services and comply with all the Customer's instructions;
 - 3.2.2 perform the Services with all reasonable care, skill and diligence in accordance with good industry practice in the Supplier's industry, profession or trade;
 - 3.2.3 use Staff who are suitably skilled and experienced to perform tasks assigned to them,

and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with the Agreement;

- 3.2.4 ensure that the Services shall conform with all descriptions and specifications set out in the Specification;
- 3.2.5 comply with all applicable laws; and
- 3.2.6 provide all equipment, tools and vehicles and other items as are required to provide the Services.

3.3 The Customer may by written notice to the Supplier at any time request a variation to the scope of the Services. In the event that the Supplier agrees to any variation to the scope of the Services, the Charges shall be subject to fair and reasonable adjustment to be agreed in writing between the Customer and the Supplier.

4 Term

- 4.1 The Agreement shall take effect on the date specified in Award Letter and shall expire on the Expiry Date, unless it is otherwise extended in accordance with clause 4.2 or terminated in accordance with the terms and conditions of the Agreement.
- 4.2 The Customer may extend the Agreement for a period of up to 6 months by giving not less than 10 Working Days' notice in writing to the Supplier prior to the Expiry Date. The terms and conditions of the Agreement shall apply throughout any such extended period.

5 Charges, Payment and Recovery of Sums Due

- 5.1 The Charges for the Services shall be as set out in the Award Letter and shall be the full and exclusive remuneration of the Supplier in respect of the supply of the Services. Unless otherwise agreed in writing by the Customer, the Charges shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the performance of the Services.
- 5.2 All amounts stated are exclusive of VAT which shall be charged at the prevailing rate. The Customer shall, following the receipt of a valid VAT invoice, pay to the Supplier a sum equal to the VAT chargeable in respect of the Services.
- 5.3 The Supplier shall invoice the Customer as specified in the Agreement. Each invoice shall include such supporting information required by the Customer to verify the accuracy of the invoice, including the relevant Purchase Order Number and a breakdown of the Services supplied in the invoice period.
- 5.4 In consideration of the supply of the Services by the Supplier, the Customer shall pay the Supplier the invoiced amounts no later than 30 days after verifying that the invoice is valid and undisputed and includes a valid Purchase Order Number. The Customer may, without prejudice to any other rights and remedies under the Agreement, withhold or reduce payments in the event of unsatisfactory performance.
- 5.5 If the Customer fails to consider and verify an invoice in a timely fashion the invoice shall be regarded as valid and undisputed for the purpose of paragraph 5.4 after a reasonable time has passed.
- 5.6 If there is a dispute between the Parties as to the amount invoiced, the Customer shall pay the undisputed amount. The Supplier shall not suspend the supply of the Services unless the Supplier is entitled to terminate the Agreement for a failure to pay undisputed sums in accordance with clause 16.4. Any disputed amounts shall be resolved through the dispute resolution procedure detailed in clause 19.
- 5.7 If a payment of an undisputed amount is not made by the Customer by the due date,

then the Customer shall pay the Supplier interest at the interest rate specified in the Late Payment of Commercial Debts (Interest) Act 1998.

- 5.8 Where the Supplier enters into a sub-contract, the Supplier shall include in that sub- contract:
- 5.8.1 provisions having the same effects as clauses 5.3 to 5.7 of this Agreement; and
 - 5.8.2 a provision requiring the counterparty to that sub-contract to include in any sub-contract which it awards provisions having the same effect as 5.3 to 5.8 of this Agreement.
 - 5.8.3 In this clause 5.8, “sub-contract” means a contract between two or more suppliers, at any stage of remoteness from the Authority in a subcontracting chain, made wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of this Agreement.
- 5.9 If any sum of money is recoverable from or payable by the Supplier under the Agreement (including any sum which the Supplier is liable to pay to the Customer in respect of any breach of the Agreement), that sum may be deducted unilaterally by the Customer from any sum then due, or which may come due, to the Supplier under the Agreement or under any other agreement or contract with the Customer. The Supplier shall not be entitled to assert any credit, set-off or counterclaim against the Customer in order to justify withholding payment of any such amount in whole or in part.

6 Premises and equipment

- 6.1 If necessary, the Customer shall provide the Supplier with reasonable access at reasonable times to its premises for the purpose of supplying the Services. All equipment, tools and vehicles brought onto the Customer’s premises by the Supplier or the Staff shall be at the Supplier’s risk.
- 6.2 If the Supplier supplies all or any of the Services at or from the Customer’s premises, on completion of the Services or termination or expiry of the Agreement (whichever is the earlier) the Supplier shall vacate the Customer’s premises, remove the Supplier’s plant, equipment and unused materials and all rubbish arising out of the provision of the Services and leave the Customer’s premises in a clean, safe and tidy condition. The Supplier shall be solely responsible for making good any damage to the Customer’s premises or any objects contained on the Customer’s premises which is caused by the Supplier or any Staff, other than fair wear and tear.
- 6.3 If the Supplier supplies all or any of the Services at or from its premises or the premises of a third party, the Customer may, during normal business hours and on reasonable notice, inspect and examine the manner in which the relevant Services are supplied at or from the relevant premises.
- 6.4 The Customer shall be responsible for maintaining the security of its premises in accordance with its standard security requirements. While on the Customer’s premises the Supplier shall, and shall procure that all Staff shall, comply with all the Customer’s security requirements.
- 6.5 Where all or any of the Services are supplied from the Supplier’s premises, the Supplier shall, at its own cost, comply with all security requirements specified by the Customer in writing.
- 6.6 Without prejudice to clause 3.2.6, any equipment provided by the Customer for the purposes of the Agreement shall remain the property of the Customer and shall be used by the Supplier and the Staff only for the purpose of carrying out the Agreement. Such equipment

shall be returned promptly to the Customer on expiry or termination of the Agreement.

- 6.7 The Supplier shall reimburse the Customer for any loss or damage to the equipment (other than deterioration resulting from normal and proper use) caused by the Supplier or any Staff. Equipment supplied by the Customer shall be deemed to be in a good condition when received by the Supplier or relevant Staff unless the Customer is notified otherwise in writing within 5 Working Days.

7 Staff and Key Personnel

- 7.1 If the Customer reasonably believes that any of the Staff are unsuitable to undertake work in respect of the Agreement, it may, by giving written notice to the Supplier:

- 7.1.1 refuse admission to the relevant person(s) to the Customer's premises;
- 7.1.2 direct the Supplier to end the involvement in the provision of the Services of the relevant person(s); and/or
- 7.1.3 require that the Supplier replace any person removed under this clause with another suitably qualified person and procure that any security pass issued by the Customer to the person removed is surrendered,

and the Supplier shall comply with any such notice.

- 7.2 The Supplier shall:

- 7.2.1 ensure that all Staff are vetted in accordance with the Staff Vetting Procedures;
- 7.2.2 if requested, provide the Customer with a list of the names and addresses (and any other relevant information) of all persons who may require admission to the Customer's premises in connection with the Agreement; and
- 7.2.3 procure that all Staff comply with any rules, regulations and requirements reasonably specified by the Customer.

- 7.3 Any Key Personnel shall not be released from supplying the Services without the agreement of the Customer, except by reason of long-term sickness, maternity leave, paternity leave, termination of employment or other extenuating circumstances.

- 7.4 Any replacements to the Key Personnel shall be subject to the prior written agreement of the Customer (not to be unreasonably withheld). Such replacements shall be of at least equal status or of equivalent experience and skills to the Key Personnel being replaced and be suitable for the responsibilities of that person in relation to the Services.

8 Assignment and sub-contracting

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

9 Intellectual Property Rights

- 9.1 All intellectual property rights in any materials provided by the Customer to the Supplier for the purposes of this Agreement shall remain the property of the Customer but the Customer hereby grants the Supplier a royalty-free, non-exclusive and non-transferable licence to use such materials as required until termination or expiry of the Agreement for the sole purpose of enabling the Supplier to perform its obligations under the Agreement.
- 9.2 All intellectual property rights in any materials created or developed by the Supplier pursuant to the Agreement or arising as a result of the provision of the Services shall vest in the Supplier. If, and to the extent, that any intellectual property rights in such materials vest in the Customer by operation of law, the Customer hereby assigns to the Supplier by way of a present assignment of future rights that shall take place immediately on the coming into existence of any such intellectual property rights all its intellectual property rights in such materials (with full title guarantee and free from all third party rights).
- 9.3 The Supplier hereby grants the Customer:
- 9.3.1 a perpetual, royalty-free, irrevocable, non-exclusive licence (with a right to sub-license) to use all intellectual property rights in the materials created or developed pursuant to the Agreement and any intellectual property rights arising as a result of the provision of the Services; and
 - 9.3.2 a perpetual, royalty-free, irrevocable and non-exclusive licence (with a right to sub-license) to use:
 - (a) any intellectual property rights vested in or licensed to the Supplier on the date of the Agreement; and
 - (b) any intellectual property rights created during the Term but which are neither created or developed pursuant to the Agreement nor arise as a result of the provision of the Services,
- including any modifications to or derivative versions of any such intellectual property rights, which the Customer reasonably requires in order to exercise its rights and take the benefit of the Agreement including the Services provided.
- 9.4 The Supplier shall indemnify, and keep indemnified, the Customer in full against all costs, expenses, damages and losses (whether direct or indirect), including any interest, penalties, and reasonable legal and other professional fees awarded against or incurred or paid by the Customer as a result of or in connection with any claim made against the Customer 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 Services, to the extent that the claim is attributable to the acts or omission of the Supplier or any Staff.

10 Governance and Records

- 10.1 The Supplier shall:
- 10.1.1 attend progress meetings with the Customer at the frequency and times specified by the Customer and shall ensure that its representatives are suitably qualified to attend such meetings; and
 - 10.1.2 submit progress reports to the Customer at the times and in the format specified by the Customer.
- 10.2 The Supplier shall keep and maintain until 6 years after the end of the Agreement, or as long a period as may be agreed between the Parties, full and accurate records of the Agreement including the Services supplied under it and all payments made by the Customer. The Supplier shall on request afford the Customer or the Customer's representatives such

access to those records as may be reasonably requested by the Customer in connection with the Agreement.

11 Confidentiality, Transparency and Publicity

11.1 Subject to clause 11.2, each Party shall:

- 11.1.1 treat all Confidential Information it receives as confidential, safeguard it accordingly and not disclose it to any other person without the prior written permission of the disclosing Party; and
- 11.1.2 not use or exploit the disclosing Party's Confidential Information in any way except for the purposes anticipated under the Agreement.

11.2 Notwithstanding clause 11.1, a Party may disclose Confidential Information which it receives from the other Party:

- 11.2.1 where disclosure is required by applicable law or by a court of competent jurisdiction;
- 11.2.2 to its auditors or for the purposes of regulatory requirements;
- 11.2.3 on a confidential basis, to its professional advisers;
- 11.2.4 to the Serious Fraud Office where the Party has reasonable grounds to believe that the other Party is involved in activity that may constitute a criminal offence under the Bribery Act 2010;
- 11.2.5 where the receiving Party is the Supplier, to the Staff on a need to know basis to enable performance of the Supplier's obligations under the Agreement provided that the Supplier shall procure that any Staff to whom it discloses Confidential Information pursuant to this clause 11.2.5 shall observe the Supplier's confidentiality obligations under the Agreement; and
- 11.2.6 where the receiving Party is the Customer:
 - (a) on a confidential basis to the employees, agents, consultants and Suppliers of the Customer;
 - (b) on a confidential basis to any other Central Government Body, any successor body to a Central Government Body or any company to which the Customer transfers or proposes to transfer all or any part of its business;
 - (c) to the extent that the Customer (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions; or
 - (d) in accordance with clause 12.

and for the purposes of the foregoing, references to disclosure on a confidential basis shall mean disclosure subject to a confidentiality agreement or arrangement containing terms no less stringent than those placed on the Customer under this clause 11.

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

the FOIA.

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

12 Freedom of Information

- 12.1 The Supplier acknowledges that the Customer is subject to the requirements of the FOIA and the Environmental Information Regulations 2004 and shall:
- 12.1.1 provide all necessary assistance and cooperation as reasonably requested by the Customer to enable the Customer to comply with its obligations under the FOIA and the Environmental Information Regulations 2004;
 - 12.1.2 transfer to the Customer all Requests for Information relating to this Agreement that it receives as soon as practicable and in any event within 2 Working Days of receipt;
 - 12.1.3 provide the Customer with a copy of all Information belonging to the Customer requested in the Request for Information which is in its possession or control in the form that the Customer requires within 5 Working Days (or such other period as the Customer may reasonably specify) of the Customer's request for such Information; and
 - 12.1.4 not respond directly to a Request for Information unless authorised in writing to do so by the Customer.
- 12.2 The Supplier acknowledges that the Customer may be required under the FOIA and the Environmental Information Regulations 2004 to disclose Information concerning the Supplier or the Services (including commercially sensitive information) without consulting or obtaining consent from the Supplier. In these circumstances the Customer shall, in accordance with any relevant guidance issued under the FOIA, take reasonable steps, where appropriate, to give the Supplier advance notice, or failing that, to draw the disclosure to the Supplier's attention after any such disclosure.
- 12.3 Notwithstanding any other provision in the Agreement, the Customer shall be responsible for determining in its absolute discretion whether any Information relating to the Supplier or the Services is exempt from disclosure in accordance with the FOIA and/or the Environmental Information Regulations 2004.

13 Data Protection

13.1 The Parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Controller and the Supplier is the Processor. The only processing that the Supplier is authorised to do is listed in Schedule A by the Customer and may not be determined by the Supplier.

13.2 The Supplier shall notify the Customer immediately if it considers that any of the Customer's instructions infringe the Data Protection Legislation.

13.3 The Supplier shall provide all reasonable assistance to the Customer in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Customer, include:

- (a) a systematic description of the envisaged processing operations and the purpose of the processing;
- (b) an assessment of the necessity and proportionality of the processing operations in relation to the Services;

- (c) an assessment of the risks to the rights and freedoms of Data Subjects; and
- (d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.

13.4 The Supplier shall, in relation to any Personal Data processed in connection with its obligations under this Agreement:

- (a) process that Personal Data only in accordance with Schedule A, unless the Supplier is required to do otherwise by Law. If it is so required the Supplier shall promptly notify the Customer before processing the Personal Data unless prohibited by Law;
- (b) ensure that it has in place Protective Measures, which have been reviewed and approved by the Customer as appropriate to protect against a Data Loss Event having taken account of the:
 - (i) nature of the data to be protected;
 - (ii) harm that might result from a Data Loss Event;
 - (iii) state of technological development; and
 - (iv) cost of implementing any measures;
- (c) ensure that :
 - (i) the Supplier Personnel do not process Personal Data except in accordance with this Agreement (and in particular Schedule A);
 - (ii) it takes all reasonable steps to ensure the reliability and integrity of any Supplier Personnel 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;
 - (B) are subject to appropriate confidentiality undertakings with the Supplier or any Sub-processor;
 - (C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third Party unless directed in writing to do so by the Customer or as otherwise permitted by this Agreement; and
 - (D) have undergone adequate training in the use, care, protection and handling of Personal Data; and
- (d) not transfer Personal Data outside of the EU unless the prior written consent of the Customer has been obtained and the following conditions are fulfilled:
 - (i) the Customer or the Supplier has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Customer;
 - (ii) the Data Subject has enforceable rights and effective legal remedies;
 - (iii) the Supplier complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Customer in meeting its obligations); and
 - (iv) the Supplier complies with any reasonable instructions notified to it in advance by the Customer with respect to the processing of the Personal Data;
- (e) at the written direction of the Customer, delete or return Personal Data (and any copies of it) to the Customer on termination of the Agreement unless the Supplier is required by Law to retain the Personal Data.

13.5 Subject to clause 1.6, the Supplier shall notify the Customer immediately if it:

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

13.6 The Supplier's obligation to notify under clause 1.5 shall include the provision of further information to the Customer in phases, as details become available.

13.7 Taking into account the nature of the processing, the Supplier shall provide the Customer with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under clause 1.5 (and insofar as possible within the timescales reasonably required by the Customer) including by promptly providing:

- (a) the Customer with full details and copies of the complaint, communication or request;
- (b) such assistance as is reasonably requested by the Customer to enable the Customer to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
- (c) the Customer, at its request, with any Personal Data it holds in relation to a Data Subject;
- (d) assistance as requested by the Customer following any Data Loss Event;
- (e) assistance as requested by the Customer with respect to any request from the Information Commissioner's Office, or any consultation by the Customer with the Information Commissioner's Office.

13.8 The Supplier shall maintain complete and accurate records and information to demonstrate its compliance with this clause. This requirement does not apply where the Supplier employs fewer than 250 staff, unless:

- (a) the Customer determines that the processing is not occasional;
- (b) the Customer determines the processing includes special categories of data as referred to in Article 9 (1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; and
- (c) the Customer determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.

13.9 The Supplier shall allow for audits of its Data Processing activity by the Customer or

the Customer's designated auditor.

13.10 The Supplier shall designate a data protection officer if required by the Data Protection Legislation.

13.11 Before allowing any Sub-processor to process any Personal Data related to this Agreement, the Supplier must:

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

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

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

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

14 Liability

14.1 The Supplier shall not be responsible for any injury, loss, damage, cost or expense suffered by the Customer if and to the extent that it is caused by the negligence or wilful misconduct of the Customer or by breach by the Customer of its obligations under the Agreement.

14.2 Subject always to clauses 14.3 and 14.4:

- 14.2.1 the aggregate liability of the Supplier in respect of all defaults, claims, losses or damages howsoever caused, whether arising from breach of the Agreement, the supply or failure to supply of the Services, misrepresentation (whether tortious or statutory), tort (including negligence), breach of statutory duty or otherwise shall in no event exceed a sum equal to 125% of the Charges paid or payable to the Supplier; and
- 14.2.2 except in the case of claims arising under clauses 9.4 and 18.3, in no event shall the Supplier be liable to the Customer for any:
 - (a) loss of profits;
 - (b) loss of business;
 - (c) loss of revenue;
 - (d) loss of or damage to goodwill;
 - (e) loss of savings (whether anticipated or otherwise); and/or
 - (f) any indirect, special or consequential loss or damage.

14.3 Nothing in the Agreement shall be construed to limit or exclude either Party's liability for:

14.3.1 death or personal injury caused by its negligence or that of its Staff;

14.3.2 fraud or fraudulent misrepresentation by it or that of its Staff; or

14.3.3 any other matter which, by law, may not be excluded or limited.

14.4 The Supplier's liability under the indemnity in clause 9.4 and 18.3 shall be unlimited.

15 Force Majeure

Neither Party shall have any liability under or be deemed to be in breach of the Agreement for any delays or failures in performance of the Agreement which result from circumstances beyond the reasonable control of the Party affected. Each Party shall promptly notify the other Party in writing when such circumstances cause a delay or failure in performance and when they cease to do so. If such circumstances continue for a continuous period of more than two months, either Party may terminate the Agreement by written notice to the other Party.

16 Termination

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

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

16.2.1 (without prejudice to clause 16.2.5), is in material breach of any obligation under the Agreement which is not capable of remedy;

16.2.2 repeatedly breaches any of the terms and conditions of the Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms and conditions of the Agreement;

16.2.3 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;

16.2.4 undergoes a change of control within the meaning of section 416 of the Income and Corporation Taxes Act 1988;

16.2.5 breaches any of the provisions of clauses 7.2, 11, 12, 13 and 17;

16.2.6 becomes insolvent, or if an order is made or a resolution is passed for the winding up of the Supplier (other than voluntarily for the purpose of solvent amalgamation or reconstruction), or if an administrator or administrative receiver is appointed in respect of the whole or any part of the Supplier's assets or business, or if the Supplier makes any composition with its creditors or takes or suffers any similar or analogous action (to any of the actions detailed in this clause 16.2.6) in consequence of debt in any jurisdiction; or

16.2.7 fails to comply with legal obligations in the fields of environmental, social or labour law.

16.3 The Supplier shall notify the Customer as soon as practicable of any change of control as referred to in clause 16.2.4 or any potential such change of control.

16.4 The Supplier may terminate the Agreement by written notice to the Customer if the Customer has not paid any undisputed amounts within 90 days of them falling due.

16.5 Termination or expiry of the Agreement shall be without prejudice to the rights of either Party accrued prior to termination or expiry and shall not affect the continuing rights of the

Parties under this clause and clauses 2, 3.2, 6.1, 6.2, 6.6, 6.7, 7, 9, 10.2, 11, 12, 13, 14, 16.6, 17.4, 18.3, 19 and 20.7 or any other provision of the Agreement that either expressly or by implication has effect after termination.

16.6 Upon termination or expiry of the Agreement, the Supplier shall:

- 16.6.1 give all reasonable assistance to the Customer and any incoming supplier of the Services; and
- 16.6.2 return all requested documents, information and data to the Customer as soon as reasonably practicable.

17 Compliance

17.1 The Supplier shall promptly notify the Customer of any health and safety hazards which may arise in connection with the performance of its obligations under the Agreement. The Customer shall promptly notify the Supplier of any health and safety hazards which may exist or arise at the Customer's premises and which may affect the Supplier in the performance of its obligations under the Agreement.

17.2 The Supplier shall:

- 17.2.1 comply with all the Customer's health and safety measures while on the Customer's premises; and
- 17.2.2 notify the Customer immediately in the event of any incident occurring in the performance of its obligations under the Agreement on the Customer's premises where that incident causes any personal injury or damage to property which could give rise to personal injury.

17.3 The Supplier shall:

- 17.3.1 perform its obligations under the Agreement in accordance with all applicable equality Law and the Customer's equality and diversity policy as provided to the Supplier from time to time; and
- 17.3.2 take all reasonable steps to secure the observance of clause 17.3.1 by all Staff.

17.4 The Supplier shall supply the Services in accordance with the Customer's environmental policy as provided to the Supplier from time to time.

17.5 The Supplier shall comply with, and shall ensure that its Staff shall comply with, the provisions of:

- 17.5.1 the Official Secrets Acts 1911 to 1989; and
- 17.5.2 section 182 of the Finance Act 1989.

18 Prevention of Fraud and Corruption

18.1 The Supplier shall not offer, give, or agree to give anything, to any person an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of the Agreement or for showing or refraining from showing favour or disfavour to any person in relation to the Agreement.

18.2 The Supplier shall take all reasonable steps, in accordance with good industry practice, to prevent fraud by the Staff and the Supplier (including its shareholders, members and directors) in connection with the Agreement and shall notify the Customer immediately if it has reason to suspect that any fraud has occurred or is occurring or is likely to occur.

18.3 If the Supplier or the Staff engages in conduct prohibited by clause 18.1 or commits fraud in relation to the Agreement or any other contract with the Crown (including the Customer) the Customer may:

- 18.3.1 terminate the Agreement and recover from the Supplier the amount of any loss suffered by the Customer resulting from the termination, including the cost reasonably incurred by the Customer of making other arrangements for the supply of the Services and any additional expenditure incurred by the Customer throughout the remainder of the Agreement; or
- 18.3.2 recover in full from the Supplier any other loss sustained by the Customer in consequence of any breach of this clause.

19 Dispute Resolution

- 19.1 The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the Agreement and such efforts shall involve the escalation of the dispute to an appropriately senior representative of each Party.
- 19.2 If the dispute cannot be resolved by the Parties within one month of being escalated as referred to in clause 19.1, the dispute may by agreement between the Parties be referred to a neutral adviser or mediator (the “**Mediator**”) chosen by agreement between the Parties. All negotiations connected with the dispute shall be conducted in confidence and without prejudice to the rights of the Parties in any further proceedings.
- 19.3 If the Parties fail to appoint a Mediator within one month, or fail to enter into a written agreement resolving the dispute within one month of the Mediator being appointed, either Party may exercise any remedy it has under applicable law.

20 General

- 20.1 Each of the Parties represents and warrants to the other that it has full capacity and authority, and all necessary consents, licences and permissions to enter into and perform its obligations under the Agreement, and that the Agreement is executed by its duly authorised representative.
- 20.2 A person who is not a party to the Agreement shall have no right to enforce any of its provisions which, expressly or by implication, confer a benefit on him, without the prior written agreement of the Parties.
- 20.3 The Agreement cannot be varied except in writing signed by a duly authorised representative of both the Parties.
- 20.4 The Agreement contains the whole agreement between the Parties and supersedes and replaces any prior written or oral agreements, representations or understandings between them. The Parties confirm that they have not entered into the Agreement on the basis of any representation that is not expressly incorporated into the Agreement. Nothing in this clause shall exclude liability for fraud or fraudulent misrepresentation.
- 20.5 Any waiver or relaxation either partly, or wholly of any of the terms and conditions of the Agreement shall be valid only if it is communicated to the other Party in writing and expressly stated to be a waiver. A waiver of any right or remedy arising from a breach of contract shall not constitute a waiver of any right or remedy arising from any other breach of the Agreement.
- 20.6 The Agreement shall not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the Parties other than the contractual relationship expressly provided for in the Agreement. Neither Party shall have, nor represent that it has, any authority to make any commitments on the other Party's behalf.
- 20.7 Except as otherwise expressly provided by the Agreement, all remedies available to either Party for breach of the Agreement (whether under the Agreement, statute or common law) are cumulative and may be exercised concurrently or separately, and the exercise of one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.

- 20.8 If any provision of the Agreement is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from the Agreement and rendered ineffective as far as possible without modifying the remaining provisions of the Agreement, and shall not in any way affect any other circumstances of or the validity or enforcement of the Agreement.

21 Notices

- 21.1 Any notice to be given under the Agreement shall be in writing and may be served by personal delivery, first class recorded or, subject to clause 21.3, e-mail to the address of the relevant Party set out in the Award Letter, or such other address as that Party may from time to time notify to the other Party in accordance with this clause:
- 21.2 Notices served as above shall be deemed served on the Working Day of delivery provided delivery is before 5.00pm on a Working Day. Otherwise delivery shall be deemed to occur on the next Working Day. An email shall be deemed delivered when sent unless an error message is received.
- 21.3 Notices under clauses 15 (Force Majeure) and 16 (Termination) may be served by email only if the original notice is then sent to the recipient by personal delivery or recorded delivery in the manner set out in clause 21.1.

22 Governing Law and Jurisdiction

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

Schedule A: Schedule of Processing, Personal Data and Data Subjects

Description	Details
Subject matter of the processing	[REDACTED] [REDACTED]
Duration of the processing	<i>May 2018 – March 2019</i>
Nature and purposes of the processing	[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] <i>[REDACTED] personal data will not be stored beyond the duration of the project, unless participants give consent to be re-contacted for future research, in which case the data would be stored for 2 years.</i>
Type of Personal Data	<i>Name, contact details (email address and phone number)</i>
Categories of Data Subject	<i>Members of the public, including those working in regulatory industries or crime prevention agencies.</i>
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	<i>Personal data will not be stored beyond the duration of the project, unless participants give consent to be re-contacted for future research, in which case the data would be stored for 2 years and then deleted.</i>

Annex 2 Specification

Summary

1. GENERAL INTRODUCTION

The Food Standards Agency is a non-ministerial government department governed by a Board appointed to act in the public interest, with the task of protecting consumers in relation to food. It is a UK-wide body with offices in London, Cardiff, Belfast and York.

The Agency is committed to openness, transparency and equality of treatment to all suppliers. As well as these principles, for science projects the final project report will be published on the Food Standards Agency website (www.food.gov.uk). For science projects we will encourage contractors to publish their work in peer reviewed scientific publications wherever possible. Also, in line with the Government's Transparency Agenda which aims to encourage more open access to data held by government, the Agency is developing a policy on the release of underpinning data from all of its science- and evidence-gathering projects. Underpinning data should also be published in an open, accessible, and re-usable format, such that the data can be made available to future researchers and the maximum benefit is derived from it. The Agency has established the key principles for release of underpinning data that will be applied to all new science- and evidence-gathering projects which we would expect contractors to comply with. These can be found at <http://www.food.gov.uk/about-us/data-and-policies/underpinning-data>

1.1 National Food Crime Unit (NFCU)

Established in 2014 following the Elliott Review into the horsemeat scandal, the NFCU focusses on identifying, analysing and bringing about an effective response to serious dishonesty relating to the safety or authenticity of food, drink and animal feed in England, Wales and Northern Ireland.

Critical to this response is the receipt of information from a variety of sources to enhance the intelligence picture, and to identify issues requiring exploration, analysis and potential enforcement intervention. In identifying and trialling initiatives capable of expanding and refining these intelligence flows, this project will help the NFCU to achieve its objective of identifying and combating food crime. In so doing, it will ultimately assist the FSA in achieving its overarching strategic objective of ensuring that food is safe and what it says it is.

2. Background

The National Food Crime Unit, established in 2014 as part of the Food Standards Agency, works to identify and develop intelligence around serious dishonesty relating to the safety or authenticity of food. The NFCU then uses this intelligence to inform criminal investigations by law enforcement partners, and works with these partners to bring about meaningful and effective responses to identified crime threats.

The Unit's activities include the receipt, review, storage and sharing of information from a wide variety of stakeholders, from members of the public to regulatory partners and the law enforcement community. This also includes industry, whether through overt engagement by businesses and trade associations, or through information supplied anonymously or by whistleblowers. Information reaches the Unit via a number of routes including email, face-to-face engagement at events and meetings and also a reporting hotline, Food Crime Confidential.

Broadly speaking, the intelligence the Unit receives falls into one of four categories:

- intelligence from members of the public who have concerns or suspicions about a product, business or witnessed activity;
- intelligence from food businesses around the activities of their competitors;
- intelligence from persons within (or formerly within) a food business about the illicit activity of that business;
- intelligence from businesses which relates to the industry in broader terms, or to live issues which the food businesses have identified. This could be, for example, around suppliers whose products have generated concerns over their integrity.

However, external partners (especially those within the food industry) have sometimes been reluctant to share information regarding serious and current wrongdoing within the food industry with the Unit. As such, the Unit is eager to understand the social, behavioural and institutional factors which might motivate potential partners to share intelligence with it, or conversely deter them from doing so, and to develop more effective means of eliciting information from external partners. In so doing, it hopes to identify measures which could be taken to improve intelligence collection in this area and also to learn from approaches which have worked successfully in other, comparable contexts.

The FSA, in partnership with the NFCU, therefore invites tenders to carry out social and behavioural research consisting of a desktop review and qualitative interviews examining the social, behavioural and institutional factors which might encourage or impede the reporting of intelligence regarding criminal activity within the food industry to law enforcement agencies, at both an individual and business level. This research project should also consider the state of existing evidence regarding actors' motivations for sharing or withholding information, best practice in promoting and facilitating the reporting of intelligence, and best practice in the governance of intelligence reporting arrangements, learning from other sectors where relevant. The first phase of this research will comprise:

1. **A desktop review of academic and policy literatures** relating to intelligence reporting behaviour. Specifically, this review should consider academic evidence regarding the characteristics and motivations of individuals and organisations (including whistleblowers, aggrieved competitors and other actors) which report criminal activity within businesses to law enforcement agencies, and investigate the factors which encourage such sources to report criminal activity or deter them from doing so. It should also examine regulatory mechanisms to provide protection for those providing intelligence, and policy documentation relating to initiatives taken by other law enforcement agencies (both in the UK and overseas)

to encourage whistleblowers, industry partners and other parties to share criminal intelligence regarding illicit practice and economic crime with them. This review should also examine the governance arrangements through which these initiatives manage, utilise and share intelligence and as a result identify case studies of best practice in encouraging and facilitating the reporting of criminal intelligence.

Tenderers are encouraged to explain in their responses to this specification how they might approach the review to ensure that evidence from across disciplines is captured robustly and can be validated.

As an additional optional component, this first phase of research may also include:

2. **A programme of interviews** with representatives of organisations which have established, or are involved in operating or maintaining, successful initiatives to encourage the reporting of intelligence regarding illicit practice and economic crime. These interviews would seek to establish what measures these initiatives have put in place to encourage potential partners to report information to them regarding criminal activity, what challenges they have faced in persuading them to report such information, and how they have overcome these challenges.

The FSA will be able to provide some contact details for relevant organisations to interview, but tenderers' suggestions are also welcome. The final list will be agreed with the FSA.

Tenderers are encouraged to explain carefully in their responses to this specification how they might address the methodological and ethical challenges of conducting primary research on this highly sensitive and confidential topic. Tenderers are also encouraged to provide separate costings for this element of the project.

Following completion of this first phase of research, and the production of an interim research report, the need for a further research on this topic will be assessed. If further research is approved then a second phase of work will be carried out building on the key findings of the interviews and review of documentary evidence. This second phase of research will be focused on:

3. **Developing and trialling behavioural interventions:** building on the findings of phase 1 of the research, behavioural interventions designed to increase the quantity and quality intelligence reported to NFCU will be explored, with the possibility of testing some interventions using experimental or quasi-experimental methods.

3. Research Aims

This research project will aim to:

- Assess the current state of evidence regarding the characteristics and motivations of individuals and organisations that report criminal activity (especially regarding illicit practice and economic crime) to law enforcement agencies;
- Identify social, behavioural and institutional factors which impede or conversely encourage the reporting of intelligence regarding criminal activity to law enforcement agencies;

- Identify best practice in facilitating the reporting of criminal intelligence to law enforcement agencies, and in the processing, governance and protection of sensitive information within intelligence reporting arrangements;
- Examine and evaluate the implications, advantages and disadvantages of involving external intermediaries and brokers in facilitating the reporting of criminal intelligence to law enforcement agencies;
- Design and trial behavioural interventions through which external partners might be encouraged to report intelligence regarding food crime to the NFCU and its partner agencies, and through which any barriers to intelligence sharing might be overcome.

In so doing this research seeks to equip the NFCU with the most robust and up-to-date evidence on barriers and motivations to reporting of food crime, with the aim of identifying and developing interventions and governance arrangements capable of increasing the volume and/or improving the quality of intelligence regarding food crime reported to the NFCU by external partners (and especially those within the food industry). In so doing, it will assist the FSA in achieving its overarching strategic objective of ensuring that food is safe and what it says it is.

4. Research Approach

The FSA suggests that this research project should be carried out through the following methodological approach and should consider the evidence sources detailed below. However, other approaches and methodologies will be welcomed provided that they are justified with a compelling rationale.

4.1 Review of Academic and Policy Literatures

This literature review should examine academic research which addresses the following topics:

- Characteristics and motivations of individuals and organisations which report criminal activity (particularly illicit practice and economic crime) to law enforcement agencies;
- Institutional and contextual factors within organisations which encourage or deter the reporting of criminal behaviour by their employees and affiliates;
- The role of different models for the structure and governance of intelligence reporting arrangements in encouraging or discouraging the reporting of criminal intelligence to law enforcement agencies. A focus on the implications, advantages and disadvantages of arrangements involving independent intermediaries and brokers of intelligence is particularly encouraged;
- Governance arrangements regulating the processing, anonymization protection and sharing of information within intelligence reporting processes, and their role in either deterring or encouraging the reporting of criminal intelligence.
- Theoretical frameworks from behavioural science, psychology, criminology, and other relevant fields, which might be applied to identify barriers to and/or enablers of the reporting of intelligence regarding food crime, and to design possible future interventions to promote intelligence reporting.

- Any examples of existing interventions used with the intention of encouraging the reporting of criminal intelligence both within organisations and to enforcement agencies.

A large proportion of relevant research is likely to be located within the disciplines of criminology, behavioural science and business administration (especially the sub-discipline of business ethics). However, relevant insights are likely to be dispersed across a range of disciplines and interdisciplinary fields, and tenderers are encouraged to use their discretion and expertise in seeking out other relevant literatures.

The literature review should also incorporate a structured desktop analysis of documentation relating to initiatives and institutional arrangements implemented by UK and overseas law enforcement agencies to encourage the reporting of intelligence regarding illicit practice and economic crime by parties including whistleblowers, aggrieved competitors or public-spirited parties. Analysis of these initiatives should investigate the history, circumstances, goals and procedures of these initiatives, and should also seek to offer an assessment of their effectiveness in encouraging the reporting and/or sharing of intelligence.

Desktop analyses of these initiatives should examine:

- Documentation published by the law enforcement agencies involved in the initiatives;
- Analyses and reviews of these initiatives that determine their effectiveness that are published by other government institutions or law enforcement actors where these are available;
- Related documentation and analysis published by partner organisations in intelligence reporting or sharing initiatives (for instance independent intelligence intermediaries), or institutions representing the economic sector on which these initiatives focus (e.g. trade associations, professional bodies);
- Secondary analyses performed by academic institutions, policy institutes and think tanks (where these are available).

Whilst a fully systematic review is out of scope for this project, the review should be conducted using robust methodology, covering a wide range of disciplines and focussing on the most reliable evidence available. The winning contractor will be expected to work closely with the FSA team to refine search terms and criteria for inclusion in the review. There has been no focus on particular products or supply chains of interest in this tender, but the winning contractor is expected to have considered the specificity and alternatively the generalisability of their proposed plan of work in their submission.

4.2 Interviews

A programme of key informant interviews should be conducted with representatives of organisations that have established, or help to maintain and facilitate, arrangements for the reporting of criminal activity within particular industries or economic sectors. Where these initiatives are associated with independent intelligence intermediaries, industry 'safe spaces' or formal intelligence sharing networks, tenderers may also wish to interview members of these bodies. The FSA will be able to

provide some contacts for these interviews, but the winning contractor will be expected to expand on this sample. We envisage up to ten face-to-face interviews, which will seek to:

- Build up a picture of the aims, histories, intelligence reporting procedures and governance arrangements of these intelligence reporting initiatives;
- Explore the roles of the different organisations participating in these intelligence reporting initiatives, and especially to understand whether (and if so why) the involvement of neutral intermediaries might encourage or impede the reporting of intelligence;
- Examine any challenges (at organisational, as well as individual level) that these initiatives have faced in persuading potential partners to report intelligence;
- Investigate whether these initiatives have overcome any such challenges and barriers, if so, explore how they achieved this and how their success in doing so was evaluated.

4.3 Behaviour change

It is envisioned that behavioural interventions will be designed to assist the NFCU in eliciting either a larger quantity or an improved quality of intelligence from potential sources within the food industry. These behavioural interventions will be developed and tested using an experimental or quasi-experimental research design. The specific focus and design criteria for the trial interventions is expected to emerge from analysis of the results of the first phase of research. However, indicative categories of intervention which are of interest to NFCU might include:

- Use of novel media or approach strategies to communicate with and establish a relationship with potential intelligence sources;
- Alterations to the context and content of NFCU's messaging to potential intelligence sources which might increase the volume or quality of intelligence reported;
- Alterations to NFCU's intelligence processing arrangements which might increase the quantity or quality of intelligence reported regarding criminal activity within the food industry;
- Trials of new modes of engagement with independent intelligence processing intermediaries (e.g. the Food Industry Intelligence Network) which might increase the volume or quality of intelligence supplied to NFCU.

5. Deliverables and timing

The following outputs are required:

- An interim report of research findings, to be submitted at the conclusion of phase 1 of the research. Based on the findings of the first phase of research, this report should propose behavioural interventions with the potential to increase the quality and quantity of criminal intelligence received by the NFCU which might be trialled during phase 2 of the project;

- A workshop with the research team and NFCU colleagues at the FSA to discuss potential interventions to be taken forward in phase 2.
- A final report of research findings to be submitted following the conclusion of phase 2 of the research. This report should both summarise the key findings of the project and evaluate the effectiveness of the behavioural interventions trialled during phase 2.
- An end of project presentation summarising the key research findings of the two phases of research.

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

The final report will be published by the FSA, and will need to meet minimum accessibility requirements as detailed in the Social Science Research teams style guide, please see Annex A.

Bidders are requested to provide a detailed timetable as part of their response. A high-level suggestion is as follows, with the entire project to be completed by early 2019:

Contractor appointed and set-up meeting	Mid May 2018
Literature review	May 2018 – Mid July 2018
Interim report	Mid July 2018
Workshop session	Late July 2018
Designing behavioural interventions	August – October 2018
Trialling interventions	October – December 2018
Final presentation and report	January 2019

Annex 3 Technical Proposal

Tender Application form for a project with the Food Standards Agency



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

LEAD APPLICANT'S DETAILS

Surname	██████████	First Name	██████████	Initial	██	Title	██
Organisation	ICF	Department					
Street Address	33 Cannon Street						
Town/City	London	Country	UK	Postcode	EC4M 5SB		
Telephone No	██████████	E-mail Address	██				
Is your organisation is a small and medium enterprise . (EU recommendation 2003/361/EC refers http://www.hmrc.gov.uk/manuals/cirdmanual/cird92800.htm)			Yes		No	X	

TENDER SUMMARY

TENDER TITLE

Barriers and Enablers of the Reporting of Intelligence Regarding Food Crime

TENDER REFERENCE FS301051

PROPOSED START DATE 21/05/2018

PROPOSED END DATE 31/01/2019

1: TENDER SUMMARY AND OBJECTIVES

A. TENDER SUMMARY

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

Schedule 3

CONFIDENTIAL

Tender Application Form (Rev 12/16)

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

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

OBJECTIVES

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

OBJECTIVE NUMBER	OBJECTIVE DESCRIPTION
1	[REDACTED]
■	[REDACTED]
■	[REDACTED]
■	[REDACTED]
■	[REDACTED]
■	[REDACTED]

2: DESCRIPTION OF APPROACH/SCOPE OF WORK

A. APPROACH/SCOPE OF WORK

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

INTRODUCTION

ICF welcomes this opportunity to support the Food Standards Agency's National Food Crime Unit (NFCU) in the development of its criminal intelligence function. The project will provide a review of barriers to and drivers of crime reporting in the food industry, and propose and implement behavioural interventions to improve the volume and/or quality of intelligence provided by informants to the NFCU.

Food integrity is an important contributor to public trust in the food system. Public authorities therefore engage in the prevention and sanctioning of food crime: criminal activity defined as serious and dishonest regulatory non-compliance or complex fraud that impacts detrimentally on the safety or authenticity of food. The NFCU, an embedded law enforcement capability of the Food Standards Agency, plays a key role in the gathering and detecting of food crime intelligence, and thus in the UK's regulatory regime for food integrity. Like any regulator of business activities, the NFCU needs access to information held by regulated entities, especially information on presumptive fraudulent activities (such as the adulteration of food and drinks).

This study will contribute to the NFCU's efforts to 'close the information asymmetry gap' (Macher et al. 2011), by providing an up-to-date and robust evidence base on barriers and motivations to reporting food crime, and designing interventions to improve the volume and/or quality of intelligence it receives.

For this proposal ICF has put together an expert team which has the specific range of skills required to deliver the study to the highest standard and in a manner that is relevant to the NFCU:

- Our team includes [REDACTED]
[REDACTED]
[REDACTED]
- Our project director, [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
- Our team includes [REDACTED]
[REDACTED]
[REDACTED]
- ICF has a specialist team working on food policy issues in the UK, EU and internationally. Its **track record** includes conducting research and formulating policy recommendations **on food fraud surveillance** for Food Standards Scotland (working with the support of Professor Chris Elliot). ICF also conducted the impact assessment study for the European Commission that underpinned the legislative proposals for comprehensive EU legislation on **protection of whistleblowers** that were announced on April 23, 2018.
- Members of our team are highly experienced at delivering **literature reviews** to the standard of international peer reviewed journals on the topics of interest to the NFCU.
- Members of our team are highly experienced at delivering **literature reviews** to the standard of international peer reviewed journals, on the topics of interest to the NFCU.
- The team constituted for this proposal has extensive experience of researching **sensitive topics** (non-compliance, intentional non-disclosure of illegal behavior, whistleblowing) through interviews, surveys, and social experiments and is therefore well-aware of the challenges this involves, in terms of access, data collection strategies, data protection and research ethics.
- The study team is [REDACTED]
[REDACTED]
- The team combines strong **qualitative research skills** and **quantitative modelling and data analysis skills**; while the former are crucial to the delivery of the literature review and interviews, and the design of behavioural interventions, the latter are essential for conducting the analysis of the data to emerge from the behavioural interventions.
- All members of the team have **experience of delivering work for regulatory agencies and government bodies**, across a range of countries and context. They are therefore skilled at translating scientifically robust research into policy

¹ <https://www.food.gov.uk/research/research-projects/consistency-in-regulatory-work>

² <http://www.europeanfoodcrime.manchester.ac.uk/>

relevant information and advice.

The approach, detailed further below, has been designed reflecting the collective expertise from the team and its experience delivering similar assignments. ICF's approach to this assignment notably presents the following features:

- [REDACTED]
- Our approach to reviewing the publicly available evidence on initiatives and institutional arrangements to encourage intelligence reporting will be defined by a [REDACTED]
- Our approach to interviewing representatives from organisations that have established arrangements for the reporting of criminal activity within particular industries or economic sectors, and particularly industry 'safe spaces', will be [REDACTED]
- [REDACTED]

The remaining of this section provides some elements of background, followed by a presentation of our approach to the three main elements of the study – [REDACTED] – [REDACTED]

BACKGROUND

Food crime gained front-page prominence with the 2013 horsemeat scandal. Cross-EU testing showed 4.66% of all samples labelled as beef contained horse DNA. Substantial media attention led the government to commission the Elliott Review (2014), which set out a food integrity framework in 8 pillars.³ The Government response led to the establishment of the NFCU in 2015 as a focused law enforcement capability embedded within the FSA. The unit gathers evidence relating to food crime, collaborates with law enforcement and regulatory partners in investigating reports and publishes the Food Crime Annual Strategic Assessment and quarterly reports, while developing meaningful working relationships with industry partners. The unit comprises an intelligence team (responsible for strategic understanding and information control) and an operational team (responsible for intelligence collection, investigation support and cross-government relations).

The NFCU and other bodies mandated with monitoring food fraud can collect intelligence to inform their actions in various ways. The detection of potentially wrongful behaviour may involve a variety of strategies:

- [REDACTED]

³ Consumers first, zero tolerance, intelligence gathering, laboratory services, audit, government support, leadership and crisis management

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This study is primarily focused on

Intelligence reporting at business level

Business organisations may hold useful and relevant intelligence on wrongdoing, including food fraud in the food sector. Businesses carry their own tests on the products they buy from suppliers. Many of them monitor actively the practices of their competitors. As such they are in a position to uncover evidence of fraud that could then be used by public authorities.

Intelligence reporting at the individual level

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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

[REDACTED]

ICF'S APPROACH TO THE ASSIGNMENT

[Redacted]

[Redacted]

[Redacted]

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[Redacted]

- **Formulate the REA questions.** For this study, research questions will be based on the main research question identified by the Terms of Reference and the study objectives, as listed on pages 8 and 9 of the Specification document.
- **Design the conceptual framework.** As stated in the Civil Service toolkit, REA questions are generally based on ideological and theoretical assumptions that need to be described before undertaking the review. These assumptions and the links between them form the conceptual framework for the REA. The framework for this study will be informed by our understanding of intelligence reporting in the food sector and beyond, as described above. In an initial scoping phase the study team will further specify the processes that fall within scope of the study and will formulate for the NFCU a proposal on the concept of intelligence reporting that will inform the rest of the study. That proposal will be presented in a scoping document.
- **Establish the inclusion and exclusion criteria.** An REA should set clear criteria for the inclusion and exclusion of sources to be reviewed. These criteria guide the search strategy. Initial suggestions for inclusion criteria are presented below. The criteria will be further refined following the scoping stage and consultation with the FSA.
- **Define a search strategy.** The search strategy specifies how the search is conducted by defining the REA sources (such as databases for academic literature or sources of grey literature), the search terms that are applied to identify relevant studies, and experts to be contacted for advice. Our initial plan for a search strategy is described in the approach and will be further refined in consultation with the FSA.
- **Define the selection criteria.** The evidence identified through the first screening (i.e., by applying inclusion and exclusion criteria) will be reviewed more in depth to assess if they address the research question. Only the sources deemed relevant will be selected for inclusion in this REA.
- **Apply the search strategy and assess the quality of evidence:** The evidence identified through the search will be assessed against its relevance to the objectives of this study, as well as for its methodology and transferability.
- **Data extraction and data synthesis.** The evidence will be organised according to the related study objectives and the key themes and questions raised. The template used to organise the evidence will also include an assessment of the methodology and transferability.

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

-
- | Category | Percentage |
|-----------------------------|------------|
| Total | 85% |
| By Education Level | |
| High school diploma or less | 75% |
| Some college | 80% |
| Bachelor's degree | 85% |
| Master's degree | 90% |
| Graduate degree | 95% |

- [illegible]

[REDACTED]

[REDACTED]

Approach to assessing academic evidence

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

Approach to triangulating evidence

■

■

Approach to desktop analysis of existing initiatives and institutional arrangements to encourage the reporting of intelligence

Approach to interviews

[Redacted]

[Redacted]

Approach to identifying best practices

[Redacted]

Approach to formulating conclusions and recommendations on behavioural interventions

- [Redacted]
- [Redacted]
 - [Redacted]
 - [Redacted]
 - [Redacted]

[Redacted]

Approach to quasi-experimental and experimental research

[Redacted]

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Approach to reporting and dissemination

We are highly skilled at producing research reports to the standard of international peer-reviewed academic journals.

ICF's approach to producing reports follows high academic standards. Our project director, [REDACTED]

We will disseminate the findings in the form of [REDACTED]

We are highly skilled at delivering workshops and presentations of findings to regulatory staff at all levels of seniority.

The study team will discuss with the NFCU the possibility of disseminating the results from the study more widely, and particularly in the form of academic articles. Members of our study team have published extensively in international peer reviewed journals.

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B. INNOVATION

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

The approach proposed is innovative in the sense that it provides for

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 work plan has been defined according to the Specification and objectives. Each individual task will end with We will apply

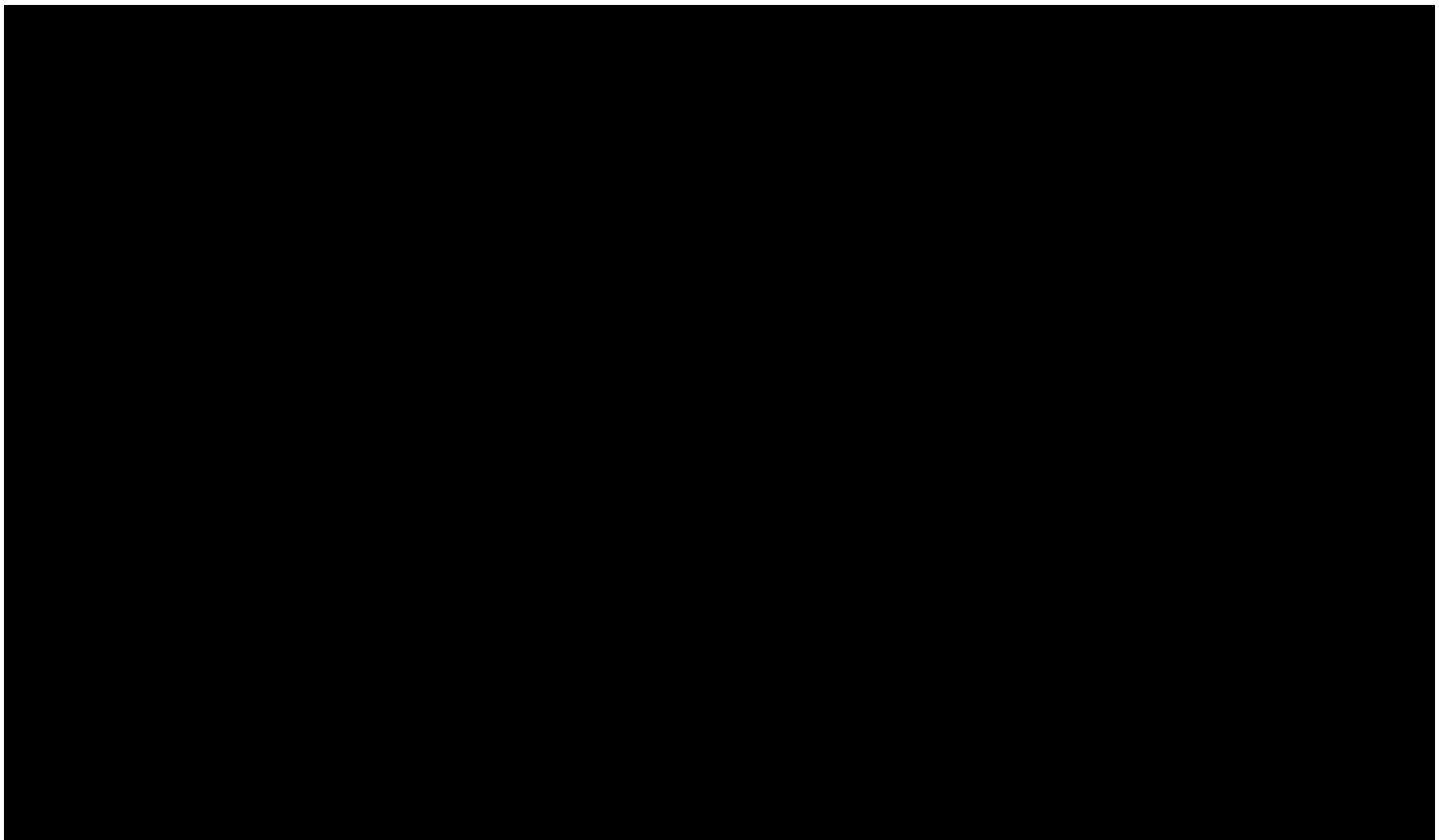
The work plan is presented below structured in the three phases of work / tasks outlined in the Specification document. Their correspondence to the objectives is as following:

TASK	OBJECTIVES
Task 1:	1, 2, 3 and 4
Task 2:	3 and 4

Task 3: Behavioural interventions	5
-----------------------------------	---

The various tasks and subtasks are discussed below.

Figure 1: Overview of the workplan



Task 0: Inception

A good inception phase is critical to the success of any study, providing the opportunity to clarify any uncertainties and for the contractor to get a better understanding of the client’s priorities and expectations.

Task 0.1: Kick-off meeting

ICF’s project director [redacted] will attend a kick-off meeting at the FSA’s premises. The approach proposed by ICF will be presented and clarified if needed. Any adjustments to the methodology will be discussed and agreed. The timeline of the project will be confirmed. The process through which progress updates will be provided is also to be confirmed at that point.

At the kick-off meeting ICF will also seek to clarify with the NFCU what its priorities are for this study, so that this may inform the manner the study team may take this into account when delivering the different tasks.

ICF will provide meeting minutes [redacted]

Task 0.2: Scoping research on the [redacted]

A short phase of scoping research will immediately follow. During that phase the study team will seek to achieve the following objectives:

- [redacted]
- [redacted]
- [redacted]

[Redacted] industries or [Redacted]

This phase will involve a [Redacted]
[Redacted]

Task 0.3: Scoping document

The findings from the scoping research will lead to [Redacted]
[Redacted]

Task 0.4: Teleconference

[Redacted]
[Redacted]
[Redacted]
[Redacted]

Task 1: Literature review

[Redacted]
[Redacted]
[Redacted]
[Redacted]

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[Redacted]

[Redacted]

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[Redacted]

Task 2: Interviews

Task 2.1: [Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

Task 2.3: Fieldwork

[Redacted]

Task 2.4: [Redacted]

[Redacted]

Task 2.5: [Redacted]

[Redacted]

Task 2.6: Interim report

An interim report of research findings will be submitted at the conclusion of phase 1 of the research based on the [Redacted]
[Redacted]
[Redacted] The interim report will be written by various members

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of the team, including the project director, and will be peer reviewed

Task 2.7: Workshop & contract amendment

The results of the interim report and the proposed behavioural interventions will be discussed in a workshop with the NFCU. The workshop will be hosted at the FSA and will last about half a day. Based on this workshop and further discussion with the project officer at the NFCU, a decision will be made on whether to take the behavioural intervention trials forward and the details of such will be finalised. [REDACTED]

Task 3: Behavioural interventions

The list of sub-tasks below provides an indication of the manner this phase of the study would be structured.

Task 4: Reporting

Task 4.1: Draft final report

Task 4.2: Presentation

Task 4.3: Final report

B. DELIVERABLES

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

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

Each deliverable should be:

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

Please insert additional rows to the table below as required.

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

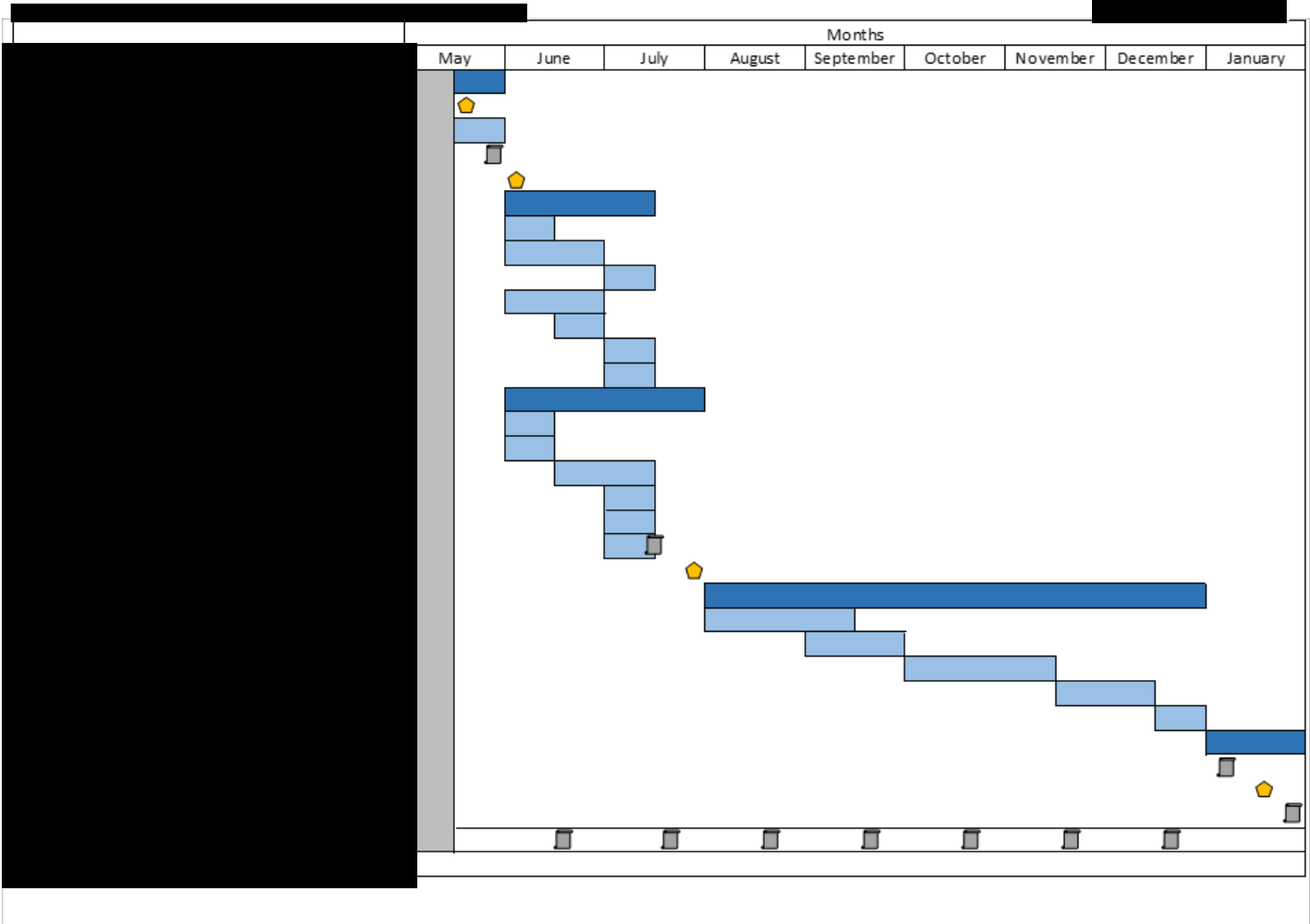
DELIVERABLE NUMBER OR MILESTONE IN ORDER OF EXPECTED	TARGET DATE	TITLE OF DELIVERABLE OR MILESTONE
1	15/07/2018	INTERIM REPORT
2	07/01/2019	DRAFT FINAL REPORT
3	31/01/2019	FINAL REPORT
4	25/01/2019	FINAL PRESENTATION

Figure 2 below provides a visualisation of the work plan across the period of the study, which has been built to comply with the timeline indicated in the Specification document. As a result of that timeline there is a lot to do in a short period of time until the completion of the first two phases of the project.



Figure 2: Gantt chart

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4: ORGANISATIONAL EXPERIENCE, EXPERTISE and STAFF EFFORT

A. PARTICIPATING ORGANISATIONS' PAST PERFORMANCE

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

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

ICF is not a generalist research agency: we are a consultancy with specialist in-house expertise in food safety regulation and in the design and appraisal of regulatory systems here in the UK and overseas. This domain expertise and advisory capability is combined with first class research skills. The text below provides examples of our track record that are relevant to this assignment.

Project 1: Benchmark standards for a world-recognised food national surveillance system

Timeframe: 2014 – 2015

Client: Food Standards Agency (FSA) - Scotland

Collaborative partners: None

Value: GBP 61,475

A brief description of the work carried out: As part of the establishment of Food Standards Scotland, ICF was commissioned to review existing surveillance arrangements and consider the measures required to establish a model that can stand alongside the world's best. This included surveillance systems designed to identify food fraud and food crime as well as non-compliance. This project identified and described the surveillance systems of two countries, Canada and New Zealand, regarded as having effective systems. Other countries considered include Denmark, the Netherlands, Germany and Ireland.

How the example(s) demonstrate the relevant skills and/or expertise: This example demonstrates expertise on existing food surveillance systems, both in the UK and elsewhere.

What skills the team used to ensure the project (s) were successfully delivered: Literature review, interviews, development of a benchmarking framework, comparative analysis of case studies

Project 2: *Study on the need for EU level further action on whistleblowers protection*

Timeframe: April 2017 – November 2017

Client: European Commission – DG Justice

Collaborative partners: Inga Pavlovaite, Blueprint, Milieu

Value: EUR 285,700 (GBP 251,525)

A brief description of the work carried out: ICF was commissioned to prepare a study to assess the need for horizontal or further sectorial action at EU level to strengthen the protection of whistleblowers. The study provided key analytical inputs to support DG Justice in its work to prepare the fully-fledged impact assessment. ICF mapped existing rules on whistleblowers' protection in the EU-28 and gathered empirical evidence on their effectiveness. We assessed the need for further measures at the EU level to strengthen the whistleblower protection across the EU and assessed the key impacts (economic, social and on fundamental rights) of potential EU measures

How the example(s) demonstrate the relevant skills and/or expertise: This example demonstrates expertise in existing whistleblowing rules and their effectiveness, as well as the ability to use a variety of qualitative research techniques to deliver a project regarding sensitive subject matter.

What skills the team used to ensure the project (s) were successfully delivered: Literature review, quantitative modelling, conducting workshops with experts, interviews, open public consultation

Project 3: *Clear Communications and Uncertainty*

Timeframe: September 2015 – September 2016

Client: European Food Safety Authority

Collaborative partners: [REDACTED]

Value: EUR 74,900 (GBP 67,000)

A brief description of the work carried out: ICF was commissioned by the European Food Safety Authority (EFSA) to develop evidence-based guidance on how best to communicate scientific uncertainty to different stakeholder groups. The project included an appraisal of the potential application in Europe of the Clear Communication Index tool developed by the US Centres for Disease Control. It also involved focus groups with representatives of the public, industry, technical administrators and political decision-makers at which alternative approaches to the communication of uncertainty were tested. Focus groups focused on (i) whether and how uncertainty information was understood by participants, (ii) how uncertainty information influenced risk perceptions and (iii) confidence in EFSA, and (iv) which uncertainty information was useful to stakeholders and how. Participants were presented with communication materials on a food safety topics, and the focus group explored their reactions to various element of the communication. .

How the example(s) demonstrate the relevant skills and/or expertise: This work demonstrates experience designing and delivering a quasi-experimental study related to food policy.. It also shows our expertise in working with a range of stakeholders specific to food systems.

What skills the team used to ensure the project (s) were successfully delivered: ICF provided extensive experience in designing the methodological approach to develop successful focus groups (quasi-experimental approach), including the attention paid to the selection of participants to avoid possible over-representation of certain categories. We also used our many years of experience in the research methods required for this study (qualitative and quantitative research and consultation with national governments and food sector stakeholders).

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

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

Lead Applicant

ICF

Named staff members, details of specialism and expertise.

Name:

Grade: Project Director / Contract Manager

Specialism and expertise:

Details of up to 4 of their most recent, relevant published peer reviewed papers:

Name:

Grade: Project Manager / Senior Researcher

Specialism and expertise:

Name:

Grade: Senior Researcher – Data analyst

Specialism and expertise:

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Name: XXXXXXXXXX

Grade: Junior researcher

Specialism and expertise: [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Grade: Research assistant

Specialism and expertise: [REDACTED]

Participant Organisation 1

Named staff members, details of specialism and expertise.

Name: _____

Grade: _____

Specialism and expertise: [REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]

Details of up to 4 of their most recent, relevant published peer reviewed papers:

[illegible]

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Participant Organisation 2

Named staff members, details of specialism and expertise.

Name: _____

Grade: _____

Specialism and expertise: _____

Details of up to 4 of their most recent, relevant published peer reviewed papers:

C. STAFF EFFORT

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

[illegible]

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		CONFIDENTIAL
[REDACTED]		
[REDACTED]		
[REDACTED]		
[REDACTED]		[REDACTED]
[REDACTED]		
[REDACTED]		
[REDACTED]		
[REDACTED]		[REDACTED]
[REDACTED]		
Total staff effort		[REDACTED]

5: PROJECT MANAGEMENT

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

ICF's approach to project management, and how it will be tailored to this project, is described below. We propose to use the general approach [REDACTED]

ICF has well-established internal procedures for project delivery. These rest on good planning and design, supported by clear accountability structures and in particular the key roles of [REDACTED]

[REDACTED] as Project Manager, will be the day-to-day contact for the client and is responsible for planning, managing and delivering the research to the satisfaction of the client. She manages [REDACTED]

The Project Director has considerable relevant technical experience and authority, so that he may support the Project Manager and be able to respond to the client, in the event of any technical, management or contractual issue or concern. The central role of the Project Director is to [REDACTED]

There will be [REDACTED] meetings between the project manager and the project director to review the project status and identify emerging issues. The regular meetings will also provide the opportunity to [REDACTED]

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

In addition to formal meetings, we anticipate that we will be in regular contact with the FSA to keep the FSA fully up to date with project progress, and ensure full collaboration between the project team and the FSA.

We will provide [REDACTED]

6. RISK MANAGEMENT

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

Identified risk	Likelihood of risk (high, medium, low)	Impact of Risk (high, medium, low)	Risk management strategy
Difficulty in identifying appropriate sources and evidence	Low	High	[REDACTED]
Variable quality of evidence	Medium	Medium	[REDACTED]
Difficulty translating evidence gathered from literature review into behavioural interventions	Low	High	Our team member, [REDACTED] [REDACTED] [REDACTED] [REDACTED]
Lack of familiarity with the FSA's goals and values.	Low	High	ICF has extensive experience working with food standards regulators from previous projects undertaken for the FSA

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			and the European Commission
Illness or unscheduled absence of core team members impacts on delivery	Low	Medium	ICF business continuity procedures apply. ICF has a substantial team that can provide substitute resources for unplanned absences.
Difficulty recruiting participants for behavioural interventions	Low	Medium	
Vacation period impacts on availability of project team	Low	Medium	Core team annual leave plans have been mapped against project programme and no conflicts have been identified

Our project design and approach to building a team has been designed to maximise value and reduce risk in this assignment.

ICF uses a structured process to identify, assess, mitigate, and track potential risks. Through this process, we are able to anticipate risk and either avert problems before they arise or solve them quickly. In order to effectively manage the project, it is critical to identify and manage risks and the associated mitigation or avoidance strategies and contingency plans. The ICF team will follow the following steps to manage risk:

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

7. QUALITY MANAGEMENT

A. QUALITY MANAGEMENT

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

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

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

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

ICF will ensure that the project will comply with the Joint Code of Practice for Research.

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The Project Director will be responsible for ensuring that the project is carried out in accordance with the Joint Code of Practice and the application of ICF's quality policy. The Project Manager is responsible for ensuring that specific aspects of the policy are translated into each of the tasks of the project, the communication of requirements across the team and day-to-day policing of the system. This will include briefing of the study team on quality requirements relating to research, analysis and preparation of deliverable.

The Project Director will read and sign off all final deliverables having ensured that protocol for report review have been followed. The Project Manager is responsible for day-to-day oversight of research protocols, e.g. the rapid literature review protocol, working to the instructions of the Project Director.

ICF's quality policy is provided as a separate document supplied with this offer. Our quality policy has been successfully applied in previous projects we have done for the FSA. On a recent proposal for the FSA

ICF has a formal Quality Management System (QMS) that has been certified as compliant with ISO9001:2008 by an independent auditor, QAS International. Our work under this contract will be covered by that system. The QMS includes procedures for data validation, product realisation, records management, complaints, corrective action and feedback, preventative action, management responsibilities, information systems, project control, purchase of services, communications, review and audit, and it cross-references to our procedures on data security management and our ISO14001 EMS. Quality assurance is supported through:

- **Deploying senior personnel** with directly relevant experience: We have assigned senior personnel to the key roles of the study. This ensures that a high level of expertise is reflected in the deliverables.
- **Getting a clear direction from the Kick-off Meeting:** Quality assurance efforts begin at project initiation. We will seek clear direction on expectations, deliverables, appropriate content and format.
- **Documenting guidance received** from the client: To ensure mutual understanding and avoid misinterpretations, we will document all key directions and guidance provided by the client and submit the documentation to the client for review on request.
- **Use of our comprehensive project management systems:** ICF has a full suite of project management systems, including electronic timesheets and weekly project cost reports.
- Integrating review into delivery through peer reviewer and quality control functions of the project director.

Our project management systems are designed to ensure active management of project quality from inception to closure. Components of this approach include:

- Clear definition of roles and responsibilities within the project;
- Robust systems, supported by personnel policy, management and training;
- Performance monitoring and reporting on the basis of agreed indicators and service levels;
- Reliable mechanisms for storing information;
- Good communication structures; underpinned by
- Regular monitoring and reporting of project progress and risks.

A quality plan will be established for this project. This will complement the general quality procedures and identify the specific measures to be adopted to assure quality and identify responsibilities for particular quality control actions. Issues on which protocols will be defined in the quality plan include (but are not limited to):

- Progress reporting – timely provision of updates on progress so that a full and accurate picture of status can be provided to the FSA throughout the project;
- Resource planning – arrangements applied across the team to ensure that staff are available to the project when required;
- Continuity of service – definition of approach to ensuring continuity of service in the event of scheduled (e.g. planned annual leave) and/or unscheduled loss of team members (e.g. illness);
- Storage and documentation of data – a protocol for the secure storage and documentation of data used in the assignment;
- Format for presentation of results;
- Definition of report format and style guide, including common terms and use of language; and
- Protocols for document development and quality checks.

Roles in the implementation of the project quality plan (PQP)

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Role	Function
Project Director	[REDACTED] [REDACTED] [REDACTED]
Project Manager	[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]

Good communication within the project team is integral to our project delivery system.

Good internal team communication is supported by steps we take in the design of the project, the methods we use and the tools that we have available to support our work. Our project management team have many years' experience of successfully coordinating complex assignments. [REDACTED]
[REDACTED]
[REDACTED]

The Project Manager will have regular project reviews with the team to discuss progress, identify any risks to project delivery and respond/escalate accordingly, discuss any technical or methodological issues arising, and to plan the next phase of activities. These discussions will be reflected in the regular progress updates supplied to the FSA.

At ICF we use a **range of web-based communication tools** to support engagement within our project teams and with clients and to supplement standard email and telephone communication. These enable us **to support more effective client communication**. We have, for instance, access to and regularly use:

- A 'Skype for business' video and teleconferencing system that enables us to bring dispersed teams together for virtual meetings efficiently and effectively; and
- Shared workspace environments (using Microsoft Sharepoint).

These tools facilitate virtual meetings without the need for travel. Use of these technologies also supports our efforts to reduce the environmental footprint of our services. ICF's headquarters in London has an environmental management system certified to ISO14001 and associated targets. We monitor the carbon impact relating to delivery of services.

We will ensure all necessary mechanisms are in place to control the quality of work performed. Examples include:

- A **team-up meeting** to ensure a common understanding of the context, objectives, interdependencies of their work, as well as generating a team culture.
- Provide clear **work instructions** and **templates** of required outputs.
- Team members (e.g. country experts, support team) will join the **regular project progress review meetings** to review progress to date and next steps, and
- We will establish a consistent schedule of communications with the FSA's Project Manager to discuss progress, proactively identify challenges, and suggest solutions.
- **Technical review** of all interim, draft and final deliverables prior to submissions, allowing sufficient time for addressing review comments.
- In the event of issues not being addressed by the project management team alone, ensure that they are escalated if necessary upwards to more senior levels of management (see also later in this section).

In the very unlikely event that issues arise that are not addressed by the above measures, ICF has the breadth and depth of capability and resources to provide any high quality back up that is required across the project tasks.

We have documented processes for the review of deliverables

Completeness and accuracy of documentation and reports generated by ICF is of paramount importance in this contract. Peer reviews, expert technical reviews, editorial reviews, and senior management reviews – are standard. ICF employees are responsible for conducting their work and preparing project documents in accordance with the quality requirements established for a project.

We will adopt for all outputs a standard **approach to report preparation**, which includes the following steps:

[Redacted content]

Deliverables checklist

1. *Scope of research*
 - Confirm with the Specification and the work plan that the project:
 - Has addressed the relevant issues and specific questions
 - Has undertaken the tasks described in the work plan

- Has covered the requested scope for research topics, study objectives, etc.

2. Overall contents of report

- Summary according to an agreed format; main report with required components; all required annexes

3. Data collection

- Data are accurate (data are free from factual and logical errors; the report is consistent, i.e. no contradictions)
- Data are complete (relevant literature and previous studies have been sufficiently reviewed; data have been appropriately used; limitations to the data retrieved are pointed out and explained; corrective measures have been taken to address any problems encountered in the process of data gathering).

4. Analysis and Check that analysis is sound and relevant judgments

- Analytical framework is sound (the methodology used for each area of analysis is clearly explained, and has been applied consistently and as planned; judgements are based on transparent criteria; the analysis relies on two or more independent lines of evidence; inputs from different stakeholders are used in a balanced way; findings are reliable enough to be replicable)
- Conclusions are sound (Conclusions are properly addressing the research objectives and are coherently and logically substantiated; there are no relevant conclusions missing according to the evidence presented; findings corroborate existing knowledge; differences or contradictions with existing knowledge are explained; critical issues are presented in a fair and balanced manner; limitations on validity of the conclusions are pointed out)

5. Usefulness of recommendations

- Recommendations are useful (recommendations flow logically from the conclusions, are practical, realistic; recommendations are complete)
- Recommendations cover all relevant main conclusions

6. Clarity of the report

- Report is easy to read (Written style and presentation is adapted for the various relevant target readers; the quality of language is sufficient for publishing; specific terminology is clearly defined; tables, graphs, and similar presentation tools are used to facilitate understanding; they are well commented with narrative text)
- Report is logical and focused (The structure of the report is logical and consistent, information is not unjustifiably duplicated, and it is easy to get an overview of the report and its key results; the report provides a proper focus on main issues and key messages are summarised and highlighted; the length of the report (excluded appendices) is proportionate (good balance of descriptive and analytical information; detailed information and technical analysis are left for the appendix; thus information overload is avoided in the main report).

Overall conclusion

- The report could be approved in its current state, as it overall complies with the contractual conditions and relevant professional evaluation standards

Replacement of team members

Although unlikely, circumstances may arise where it is necessary to replace members of the consultancy team. In the event this takes place, [REDACTED] will discuss the matter with the client's representative in advance. Should it then be necessary to make the replacement, we will ensure that the replacement is a person of adequate capability and experience to assume their assigned role

B. ETHICS

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

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

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

Ethical review and research governance arrangements

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ICF's core values of professionalism and social responsibility are expressed in the ethical standards applied in our work. The Project Director and Project Manager must assess the specific ethical requirements of the project and ensure that appropriate measures to maintain ethical standards are identified. The Project Manager is responsible for day-to-day implementation of measures for the maintenance of ethical standards. She is also responsible for bringing any risks or examples of non-adherence to requirements to the attention of the Project Director. Ethical considerations that occur most commonly in relation to project relate to: confidentiality of information; security; conflict of interest; competence; and capability, qualification and capacity to undertake the projects.

ICF's research is conducted in accordance with the Social Research Association's Ethical Guidelines. We comply with the Joint Code of Practice for Research.

For trialling behavioural interventions, all participation will be based on informed consent. Although the methodology used will be [REDACTED] we do not anticipate there will be high ethical risk associated with the methodology, as the trials will likely be based on [REDACTED]. Maintaining confidentiality and anonymity for participants will, however, remain highly important considering the sensitivity of some of the subject matter under discussion.

The project manager and project director will review ethical issues regularly during the course of the project, using the GSR guidance to identify issues as / if they emerge. Although we recognise the sensitive nature of the subject material and the high need for confidentiality, we do not believe this project will require an ethical advisor, as senior members of our team are highly experienced in conducting similar studies and ICF has rigorous data protection protocols in place. However, should the NFCU feel strongly about this issue, we would be happy to appoint an ethical advisor to review our procedures in this project.

Following the Government Social Research (GSR) guidance on ethical assurance⁴ we have given this project a [REDACTED]

GSR Principle	Actions	Sensitivity rating
Principle 1: Sound application and conduct of social research methods and appropriate dissemination and utilisation of the findings	<p>ICF abides by the MRS Code of Conduct. We are experienced in conducting research among experts, public officials and academics and this project is fairly typical for us.</p> <p>We do not anticipate the need to work with an external ethics expert for this study but confirm we are happy to work alongside an ethical advisor should the FSA wish to appoint one.</p> <p>We anticipate publishing a final report in line with FSA requirements and have allocated time at the end of the project for comments from the FSA. We will also write a standalone summary and provide a detailed methodological description.</p> <p>We recognize that some informants may be concerned that the sensitive information they provide may be misused. We will ensure that individual comments and views are not misrepresented in the final published outputs. This will be of particular importance to this study considering the sensitive nature of some of the subject matter.</p> <p>We would be happy to help the FSA disseminate the findings of the project more widely, for example, by attending FSA meetings or events.</p>	Medium
Principle 2: Participation based on informed consent	<p>We will gain informed consent from individuals to participate in interviews and the behavioural intervention trials. This will involve providing a full briefing on the aims of the research, its intended purpose and audience, and the level of confidentiality that can be expected. ICF will share with the FSA [REDACTED] The [REDACTED]</p>	Low

⁴ https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/515296/ethics_guidance_tcm6-5782.pdf

[REDACTED]		
[REDACTED]		
[REDACTED]		
We will inform all participants that their responses are anonymous and confidential.		
All interview consultees will be informed of their right to stop the interview at any time and their right to refuse to answer any questions. Interviewers will also re-explain the purpose of the research at any time required and how the findings will be used.		
Where interviews are recorded we will inform participants of our data storage and sharing procedures.		
Principle 3: Enabling participation	The research participants will be carefully targeted based on the research requirement (as specified by the FSA in the terms of reference and confirmed in the early stages of the project). The project team will make best effort to encourage participation from the targeted individuals.	Low
Principle 4: Avoidance of personal and social harm	ICF has established protocols designed to protect researcher safety: ensure regular reporting; carrying and using mobile phones at all times; and awareness of emergency procedures. In conducting research and consultations we recognise the need for sensitivity and clarity regarding issues such as consent, confidentiality, equal opportunities and potential impacts upon participants. All researchers have current valid enhanced CRB/DBS checks and certificates can be provided to all research sites.	Low
Principle 5: Non-disclosure of identity	ICF is required to comply with the Data Protection Act and the General Data Protection Regulation. ICF has a clear data security policy and clear and robust procedures that reflect our commitment to privacy. All of our computers are protected by encryption software. ICF's contracts of employment require employees to [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] also seek to ensure confidentiality, both between ICF and our clients, and in relation to information collected through fieldwork. Where information is attributed, we seek permission from those involved. Please see further information under 'C. Data Protection' for information about how ICF protects data.	Medium

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.

The management of data protection issues specific to this project

We anticipate limited data handling issues, as the project will mainly relied on review of published literature. Should the FSA share with

the contractor any documents with a 'Protected' marking, we will ensure appropriate transfer (e.g. email with password-protection, encryption and/or collection in person).

Practices and systems in place for handing data securely

ICF has a data security policy and clear and robust procedures that reflect our commitment to privacy. ICF's contracts of employment require employees to observe the confidentiality of the data and information that they receive in the context of their work with the company. Employees are required to abide by the eight principles of the Data Protection Act and by the General Data Protection Regulation.

Employees are required to treat information about a client, the client's business and data collected or provided in association with projects as confidential unless it is clearly in the public domain or researchers have been advised to the contrary. When in any doubt about the confidentiality or copyright of project-related information, project managers must seek the permission of clients to disseminate project-related information. Data protection issues and the company's registrations under the Data Protection Act are overseen by the Vice President for Contracts and Risk Management. Protection and security of data stored in electronic form is managed by the Group IT Systems & Support Manager. When working with survey/data collection organisations, as may be the case during behavioural intervention trials, data are usually delivered 'blind' such that individual data subjects are not known to ICF and cannot be identified.

Data policies are supported by the information technology in place within the firm. ICF's office IT systems and individual machines are protected by firewalls and virus protection software. Network monitoring software is used to inform our internal IT support services of any unusual traffic. Back-up and disaster recovery procedures are in place.

Data security issues will be discussed with the FSA at inception. We have the option to put in place enhanced measures for confidential data, included supplementary encryption.

Plans for data deposition and destruction

Data deposition will be discussed at inception.

Paper containing sensitive data is processed through cross-cut shredders before being consigned to the waste collection services.

D. SUSTAINABILITY

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

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

Operations under this contract will be covered by the environmental management system at ICF's London office (where the project team is based) and its associated policy, action plan, targets and reporting protocols. The system is certified to ISO14001 (the certificates are provided here).

ICF has been carbon neutral since 2007, has an award-winning employee-led Green Team promoting good practice and corporate 'green' practices covering procurement, facility selection, employee benefits and more. Specific actions that we deploy are detailed in the table below.

Sustainability Area	ICF Approach & Measures (Highlights provided due to space limits)
Using Resources Efficiently	Our EMS has a coherent set of plans and policies designed to foster efficient use of all types of resources across our business. For example: we ensure staff use ENERGY STAR ICT equipment, only print when necessary, and duplex print hardcopy deliverables. Across its estate, ICF has installed motion sensors for office and work area lighting; replaced hundreds of appliances with more energy-efficient models; installed efficient lamps; and installed high efficiency toilets and upgraded tap aerators. Our actions extend into our supply chain, focusing on ICT, travel and office supplies. For example: ICF leasing procurement documents include sustainability criteria.
Reducing Emissions	ICF began tracking our carbon emissions in 2006, and in 2007, was the first professional services firm to become carbon neutral . ICF has been carbon neutral each year since 2007. In 2015 we invested in three carbon offset projects that reduce emissions and provide other benefits to impoverished communities; Converting Waste to Energy in Vietnam: Household Biodigesters; Capturing Sunlight in Rural China: Solar Cookers; Harnessing the Wind in Honduras: Francisco Morazan Wind Power.
Adapting to Climate Change	Data centre consolidation and power backups help to protect us from extreme weather-related power outages. Office dress codes, working practices and IT power settings are adjusted during hot weather to reduce use of comfort cooling.
Minimizing Waste	We are committed to preventing and minimising waste, and aim to reduce the waste we produce year on year while continuing to grow our business. ICF recycles all white office paper and other mixed papers,

	cans, glass and #1 and #2 (or more) plastics. The printer/copier paper used at ICF is manufactured from post-consumer waste in a totally chlorine free process. Quarterly reporting of each employee's printed output is used to target actions in our waste reduction programme. ICF has deployed printer-copiers using solid ink technology (thereby eliminating use of toner cartridges) and uses recycled toner cartridges for residual laser printers. ICF is working towards a paperless office, e.g., phasing out paper pay statements in 2009. Printing usage is monitored and publicised internally. ICF's offices use filtered mains water rather than bottled water.
Controlling Pollution	We use a variety of communication tools - e.g., Skype for Business tele/video conferencing to facilitate communication with our clients and colleagues while limiting pollution from travel and other activities. Our policy is to only travel for high-priority efforts where in-person attendance is essential to meeting client objectives. We work hard to reuse ICT equipment and we ensure WEEE and others wastes are responsibly managed by licensed operators. ICF encourages use of public transport over private (and rail over air travel), supports an employee cycle-to-work scheme, and provides telecommuting support.
Developing Employees' Skills & Expertise	All UK staff at ICF receive environmental awareness training. ICF's volunteer-run Green Team, which helps the firm to identify and adopt sustainable practices, hosts periodic green education events for staff members. Employees can further develop their skills through the ICF Tuition Assistance Programme, which covers cost of course registration, tuition, graduation, lab and technology fees.
Innovative Tools	Our 'ICF Do Your Part!' web-based tool offers a carbon calculator, goal-setting tool, and participation-tracking tool to help employees reduce their carbon footprint.
Communicating Procedures & Systems	ICF's corporate responsibility programme communicates sustainable procedures and systems to staff in all offices. Contract briefings and annual refreshers for all staff outline key contract requirements including sustainability efforts.
Measuring Progress	ICF reports emissions to the Carbon Disclosure Project. Since 2012, we have voluntarily reported on corporate responsibility-related activities. Quarterly and annual environmental reports are required under ICF's EMS and published to staff. These show aggregate impacts and progress against targets.

E. DISSEMINATION AND EXPLOITATION (Science Projects Only)

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

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

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

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

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

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

Our understanding is that the FSA wishes to disseminate the results of this project with other interested parties, including other government departments and the third sector. There may also be interest from regulators elsewhere (in the UK, across Europe and beyond). ICF would be very happy to support dissemination and discussion with these other organisations if and as required in any follow up after this study.

ICF has offices and staff in Brussels and would be well placed to disseminate the findings efficiently and cost-effectively to DG SANTE / the European Commission if required. We have native speakers of almost all EU languages on our staff if needed and experience in managing translation of guidance and reports. We are also able to draw on the expertise of ICF Mostra, our specialist communications consultancy, should there be need for specific communication activities such as follow-up events, publications or on-line presentations. We would also be happy to facilitate dissemination within the UK amongst the community of interested stakeholders for whom this work

has relevance.

Within the budget envelope provided here we will (subject to discussion and FSA approval);

- ☐ Provide a final report and a stand-alone executive summary suitable for posting online;
- ☐ Develop a presentation of the key findings suitable for posting online.

The study team will also discuss with the NFCU the possibility of disseminating the results in the form of academic articles. Members of our study team have published extensively in international peer reviewed journals.

ADDITIONAL SUPPORTING DOCUMENTS

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

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

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

Applicants should complete each part of this application as fully and as clearly as possible

Brief instructions are given in the boxes at the start of each section.

Some boxes have **blue** text and this indicates that the value is calculated automatically

Some boxes are shaded **red** and these boxes **must** be completed

Guidance notes on completion of fields can be removed from view by pressing the ESC key

Please submit the application through the Agency's electronic Public Procurement System (Bravo) by the deadline detailed on the Bravo system

This form should be completed by the project lead applicant and must include the collated costs for all participating organisations applying for the project work

Please note that once the cost for a project has been agreed by FSA and an agreement signed, no increase in cost for the specified work will be considered

All costs should be exclusive of VAT for the purpose of comparison of tenders.

Tender Reference	FS301051
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Tender Title	Barriers to and Enablers of the Reporting of Intelligence Regarding Food
--------------	--

Full legal organisation name	ICF Consulting Services Ltd
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Main contact title	
Main contact forname	
Main contact surname	

Main contact position	Executive Director
Main contact email	
Main contact phone	

Will you charge the Agency VAT on this proposal?	
--	--

Please state your VAT registration number:	
--	--

Yes	
*Please provide your VAT Registration number below	
927487286	

Project Costs Summary Breakdown by Participating Organisations

Please include only the cost to the FSA.

Organisation	VAT Code*	Total (£)
ICF	STD	£ 78,262.50
		£ -
		£ -
		£ -
		£ -
		£ -
		£ -
		£ -

Total Project Costs (excluding VAT) **	£ 78,262.50
---	--------------------

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

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

Project Costs Summary (Automatically calculated)

Staff Costs	£ 78,262.50
Overhead Costs	£ -
Consumables and Other Costs	£ -
Travel and Subsistence Costs	£ -
Other Costs - Part 1	£ -
Other Costs - Part 2	£ -
Other Costs - Part 3	£ -
Other Costs - Part 4	£ -
Other Costs - Part 5	£ -

Total Project Costs	£ 78,262.50
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COST OR VOLUME DISCOUNTS - INNOVATION	
<p>The Food Standards Agency collaborates with our suppliers to improve efficiency and performance to save the taxpayer money. A tenderer should include in his tender the extent of any discounts or rebates offered against their normal day rates or other costs during each year of the contract. Please provide full details below:</p>	
<div></div>	
SIGNATURE	<div></div>
NAME	<div></div>
DATE	<div>01-May-2018</div>
REVISION DATE	<div>Enter the effective date if this version of the template replaces an earlier version</div>

Staff Costs Table - Separate costing of interviews	
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*This should reflect details entered in your technical application section 4C.

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

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

[illegible]

