



University of York



Date: 13/08/2021  
Our ref: FS900186

Dear



**Supply of Optimising Evidence for Policy-Making**

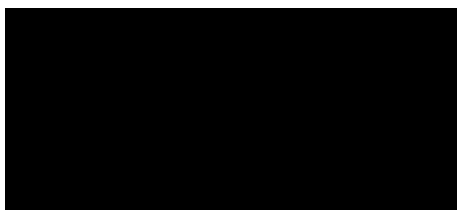
Following your tender/ proposal for the supply of Optimising Evidence for Policy-Making to Food Standards Agency, we are pleased confirm our intention to award this contract to you.

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

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

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

Yours faithfully,



## Order Form

|                              |   |      |
|------------------------------|---|------|
| <b>1. Contract Reference</b> | <b>FS900186</b>   |      |
| <b>2. Date</b>               | 23/08/2021  |      |
| <b>3. Buyer</b>              | Food Standards Agency<br>Clive House<br>70 Petty France<br>London<br>SW1H 9EX   |      |
| <b>4. Supplier</b>           | University of York<br>Management School<br>York<br>YO10 5DD   |      |
| <b>5. The Contract</b>       | <p>The Supplier shall supply the deliverables described below on the terms set out in this Order Form and the attached contract conditions ("<b>Conditions</b>") and any <b>Annexes</b>.</p> <p>Unless the context otherwise requires, capitalised expressions used in this Order Form have the same meanings as in Conditions.</p> <p>In the event of any conflict between this Order Form and the Conditions, this Order Form shall prevail.</p> <p>Please do not attach any Supplier terms and conditions to this Order Form as they will not be accepted by the Buyer and may delay conclusion of the Contract.</p> |      |
| <b>6. Deliverables</b>       | <b>Goods</b>  | None |

|                         |  |  |
|-------------------------|--|--|
|                         | <b>Services</b>  | To be performed at <b>the Suppliers premises</b> |
| <b>7. Specification</b> | See Annex 4 – Suppliers Technical Proposal   |  |
| <b>8. Term</b>          | <p>The Term shall commence on<br/><b>16/08/2021</b></p> <p>and the Expiry Date shall be<br/><b>31/12/2021</b> unless it is otherwise extended or terminated in accordance with the terms and conditions of the Contract.</p> <p>The Buyer may extend the Contract for a period of up to 3 by giving not less than [10 Working Days'] notice in writing to the Supplier prior to the Expiry Date. The terms and conditions of the Contract shall apply throughout any such extended period.</p>   |  |
| <b>9. Charges</b>       | The Charges for the Deliverables shall be as set out in Annex 4  |  |
| <b>10. Payment</b>      | <p>All invoices must be sent, quoting a valid purchase order number (PO Number), to:<br/>[REDACTED]</p> <p>Within <b>10 Working Days</b> of receipt of your countersigned copy of this letter, we will send you a unique PO Number. You must be in receipt of a valid PO Number before submitting an invoice.</p> <p>To avoid delay in payment it is important that the invoice is compliant and that it includes a valid PO Number, PO Number item number (if applicable) and the details (name and telephone number) of your Buyer contact (i.e. Contract Manager). Non-compliant invoices will be sent back to you, which may lead to a delay in payment.</p> |  |

|  |   |  |   |
|--|---|--|---|
| <b>11. Buyer Authorised Representative(s)</b><br>)   | For general liaison your contact will continue to be<br><div style="background-color: black; width: 80px; height: 15px; margin-bottom: 5px;"></div> <div style="background-color: black; width: 190px; height: 15px;"></div>  |  |   |
| <b>12. Address notices for</b>   | <table border="0" style="width: 100%;"> <tr> <td style="width: 50%; vertical-align: top;"> <b>Buyer:</b><br/> <div style="background-color: black; width: 250px; height: 15px; margin-top: 5px;"></div> </td> <td style="width: 50%; vertical-align: top;"> <b>Supplier:</b><br/> <div style="background-color: black; width: 200px; height: 15px; margin-top: 5px;"></div> </td> </tr> </table>  | <b>Buyer:</b><br><div style="background-color: black; width: 250px; height: 15px; margin-top: 5px;"></div> | <b>Supplier:</b><br><div style="background-color: black; width: 200px; height: 15px; margin-top: 5px;"></div> |
| <b>Buyer:</b><br><div style="background-color: black; width: 250px; height: 15px; margin-top: 5px;"></div> | <b>Supplier:</b><br><div style="background-color: black; width: 200px; height: 15px; margin-top: 5px;"></div>   |  |   |
| <b>13. Key Personnel</b>   | <div style="background-color: black; width: 140px; height: 70px; margin-top: 5px;"></div>   |  |   |
| <b>14. Procedures and Policies</b>   | <p>The Buyer may require the Supplier to ensure that any person employed in the delivery of the Deliverables has undertaken a Disclosure and Barring Service check.</p> <p>The Supplier shall ensure that no person who discloses that he/she has a conviction that is relevant to the nature of the Contract, relevant to the work of the Buyer, or is of a type otherwise advised by the Buyer (each such conviction a "<b>Relevant Conviction</b>"), or is found by the Supplier to have a Relevant Conviction (whether as a result of a police check, a Disclosure and Barring Service check or otherwise) is employed or engaged in the provision of any part of the Deliverables.</p> |  |   |



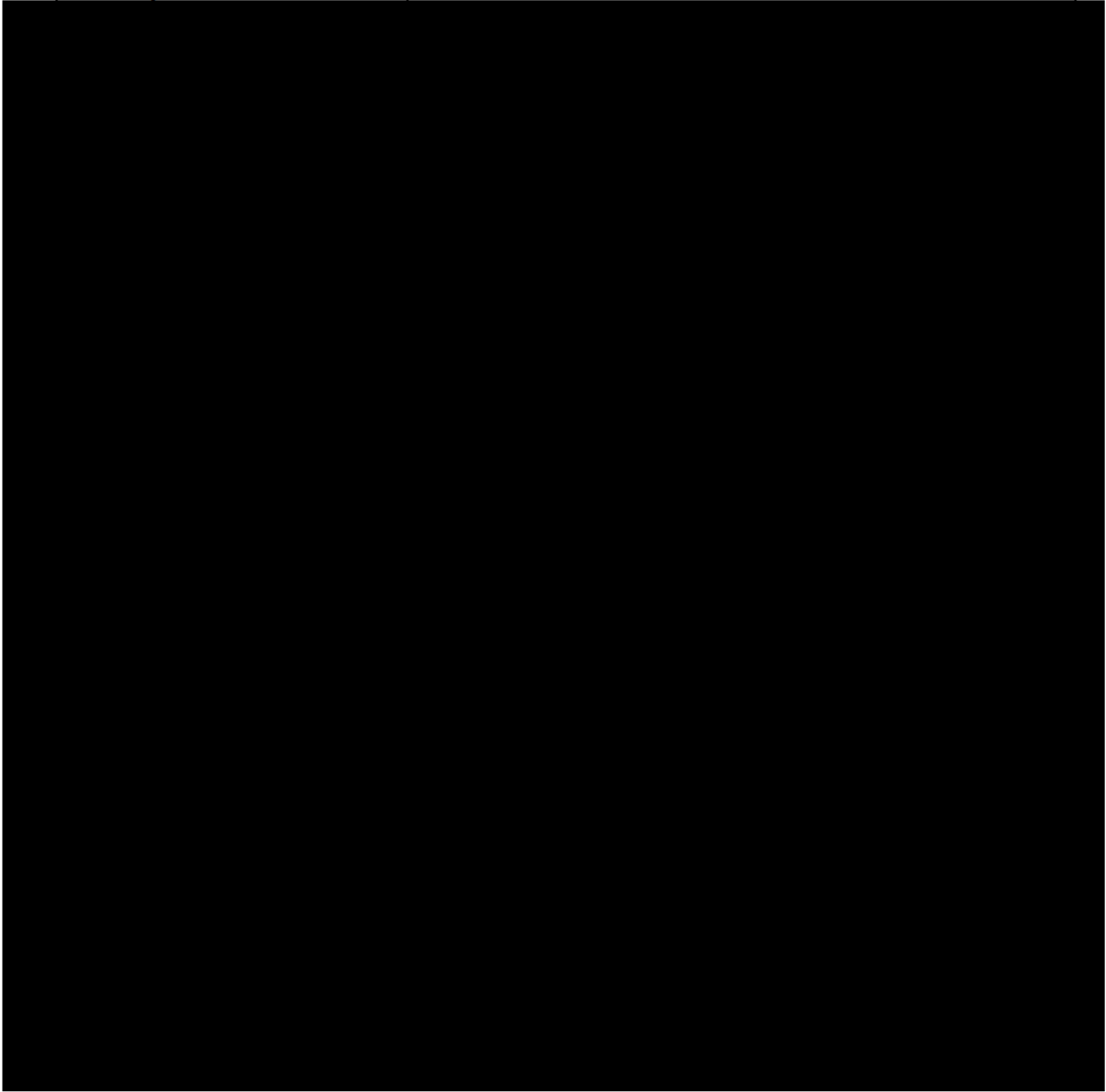
Signed for and on behalf of the **Supplier**

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

[Redacted content]

Annex 1 – Authorised Processing Template

|                |         |
|----------------|---------|
| Contract:      | [XXXX]  |
| Date:          |         |
| Description Of | Details |



## Annex 2 –

## Specification

| <b>Specification Reference</b>               |
|--|
| <i>FS900186</i>                              |
| <b>Specification Title</b>                   |
| <i>Optimising Evidence for policy-making</i> |
| <b>Contract Duration</b>                     |
| <i>6 months</i>                              |

This specification, which forms part of the Invitation to Tender (ITT), comprises of three individual sections: -

- A. SPECIFICATION:** An outline of the requirement
- B. PROCUREMENT TIMETABLE:** An estimated timetable for the procurement of the proposed requirement
- C. TENDER REQUIREMENTS AND EVALUATION CRITERIA:** Provides guidance to applicants on the information that should be included within tenders and on the evaluation criteria and weightings used by appraisers when assessing and scoring tenders

Tenders for FSA funded projects must be submitted through the FSA E-sourcing and contract management system, ECMS, using the following link: <https://food.bravosolution.co.uk/web/login.html>. Failure to do so may result in the tender response not being processed by the system or the response being automatically disqualified during the evaluation stage of the tender process.

### Summary

The FSA wishes to commission a piece of research to understand how evidence can be optimised for policymakers across central and local government, practitioners and the public, with prototyping of potential outputs.

## **THE SPECIFICATION, INCLUDING PROJECT TIMETABLE AND EVALUATION OF TENDERS**

### **GENERAL INTRODUCTION**

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

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

This project links directly to the FSA's Science and Evidence strategy<sup>1</sup>, which aims to ensure the following:

- policies, decisions and advice are based on the best available scientific evidence and analysis, including independent expert advice
- we are open about the scientific evidence and analysis underpinning our decisions, including uncertainties, gaps and assumptions, and how we have used scientific evidence and analysis, and any other factors, in our decision-making and advice

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<sup>1</sup> <https://www.food.gov.uk/about-us/our-approach-to-science>



- scientific evidence and analysis is informed by input, scrutiny and challenge by experts and other stakeholders
- evidence and analysis is available for further use by the science community and other stakeholders

The Science and Evidence strategy not only focuses on developing evidence, but also applying it, which is key to this project.

In addition, this project supports the objectives of the What Works network, which aims to *“improve the way government and other public sector organisations create, share and use (or ‘generate, translate and adopt’) high quality evidence in decision-making.”*<sup>2</sup>, particularly by focusing on how evidence is **translated** for policy-makers, practitioners and the public to make best use of it.

## A. THE SPECIFICATION

### Background

There are fundamental changes that need to happen to food consumption patterns in the UK so we all have healthy, safe, sustainable diets. Our research consistently shows that people want to make healthier and more sustainable choices so they can enjoy better lives. The economic case of improving diets in terms of burden to the NHS (£9.7 billion) and wider society (£27 billion – projected to be £49.9 billion by 2050) is irrefutable. And the recent stark research showing the impact of obesity on death from CV19 further reinforces the argument.

Our internal research has shown that there is no shortage of evidence generated in the area of diet shift, including many academic studies into ways of changing people’s behaviour around diet. However, a large proportion of this evidence is never fully translated into policy.

To this end, the FSA would like to commission research into how evidence can be optimised for policymakers across central and local government, practitioners, and the public. In particular, we want to explore how evidence can be communicated better by scientists and evidence generators so that it is embedded into policy, and to co-create a successful example.

While this work will be of value to the policy and research communities alike, this might also form part of a proof-of-concept for a future institution which focuses on the translation of evidence for policy. There is growing support across Government for the development of a What Works Centre for Diet shift which would bring together insights and practice that policymakers and industry could draw on to help achieve healthier and more sustainable food consumption across the UK.

<sup>2</sup> <https://www.gov.uk/guidance/what-works-network>

## The Specification

### Requirement and Outputs

Tenderers are invited to conduct research focusing on how evidence can be optimised for policymakers across central and local government, practitioners, and the public. This research should focus on:

- Barriers to effective evidence optimisation
- The attitudes to science and evidence amongst the different audiences (policymakers, practitioners, and the public)
- The needs of each audience
- The aims and requirements of the evidence generators
- How the presentation (e.g. style and appearance) of evidence influences the audience's engagement with the evidence
- What language is most effective at communicating evidence to different audiences
- The most effective channels of communicating evidence to optimise engagement with it

The outputs of the research will be:

- A report detailing the findings, with a technical annex detailing research methodology
- Prototype outputs of effective evidence translation for and co-created with different audiences (policymakers, practitioners, and the public). These outputs could be report and briefing templates, evidence adoption flowcharts, or prototype posters but will be informed by the findings.
- A handbook or guidelines for policymakers on effective evidence adoption including prototypes

We anticipate that this research will use qualitative methodologies to generate understanding of the needs of the different groups, including those who generate the evidence, as well as policymakers, practitioners and the public who receive the evidence. We also envisage the use of co-design methodologies to develop prototype documents to meet the needs of the different groups.

### Timeline

- ITT issued: w/c 14<sup>th</sup> June
- Tender deadline: w/c 5<sup>th</sup> July
- Project commences: w/c 19<sup>th</sup> July

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- Reporting: Early September

### Budget

The indicative budget is 60k.

### Innovation

Tenders will be scored on the innovativeness of their methodology. Tenderers are welcome to be creative in their proposals, using ideas such as co-design and co-creation methods, amongst others, to ensure high quality prototypes which are informed by the needs of the audience.

### Risk

Tenderers are invited to complete a detailed risk register, including mitigations, for their proposal. Please consider any risks that the COVID-19 pandemic may have on the project, and proposed mitigations.

### Ethics

Tenderers are expected to consider ethical implications for the research and whether there is the risk of any adverse or harmful effects, for example, using the Government Social Research Ethics Guide.<sup>3</sup>

### Data protection

Once appointed, tenderers are required to complete a GDPR and security checklist. The FSA will be the data Controller and the Contractor would be data Processor. The lawful basis for processing will be Public Task.

Please outline in your tender how you will comply with the GDPR, recognising the commissioning authority's role as the 'data controller' and the contractor's role as the 'data processor', and responding to the sections below. If successful you may also be asked to carry out a Privacy Impact Assessment (PIA), and a privacy notice may be required, which will be reviewed by the FSA data security team.

### Data security

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

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<sup>3</sup>[https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment\\_data/file/515296/ethics\\_guidance\\_tcm6-5782.pdf](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/515296/ethics_guidance_tcm6-5782.pdf)

facilities and measures:

- to ensure ongoing confidentiality, integrity, availability and resilience of processing systems and services;
- to comply with the rights of data subjects in respect of receiving privacy information, and access, rectification, deletion and portability of personal data;
- to ensure that any consent based processing meets standards of active, informed consent, and that such consents are recorded and auditable;
- to ensure legal safeguards are in place to legitimise transfers of personal data outside the EU (if such transfers will take place);
- to maintain records of personal data processing activities; and
- to regularly test, assess and evaluate the effectiveness of the above measures.

### Dissemination and exploitation

This work will be of value to the policy and research communities alike, including providing valuable insights for the potential development of a What Works Centre for Diet shift. The research has the potential to improve evidence translation across government, and will therefore be disseminated across government, and within academic communities.

The Agency is committed to openness and transparency. All reports will be published on the [FSA website](#).

In addition to the publication of reports and data, tenderers are invited to present any additional proposals of how best to disseminate findings from the survey, including how best to engage with stakeholders and the potential audience, and how to maximise impact. The Agency encourages contractors to publish their work in peer-reviewed scientific publications wherever possible. Publication of any research articles or other publications based on data and information collected in relation to this project will be subject to approval from the FSA, but permission will not be unreasonably withheld.

### Sustainability

The FSA is committed to reducing its carbon footprint as an organisation, including in its selection of contractors. Suppliers are therefore invited to provide a brief sustainability strategy for the project, including ways of reducing carbon footprint as well as minimising waste and protecting the natural environment during the course of fieldwork and dissemination.

### Quality

Tenderers should provide details of the measures that will be taken to manage and

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ensure the quality of work. Please include details of the quality assurance policy in place and how this will ensure the quality of the project. Tenderers should take note of the FSA's quality assurance processes.

# Annex 3 – Charges

Application form for a project with the Food Standards Agency Commercial 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 eSourcing portal by the deadline detailed within the specification.

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

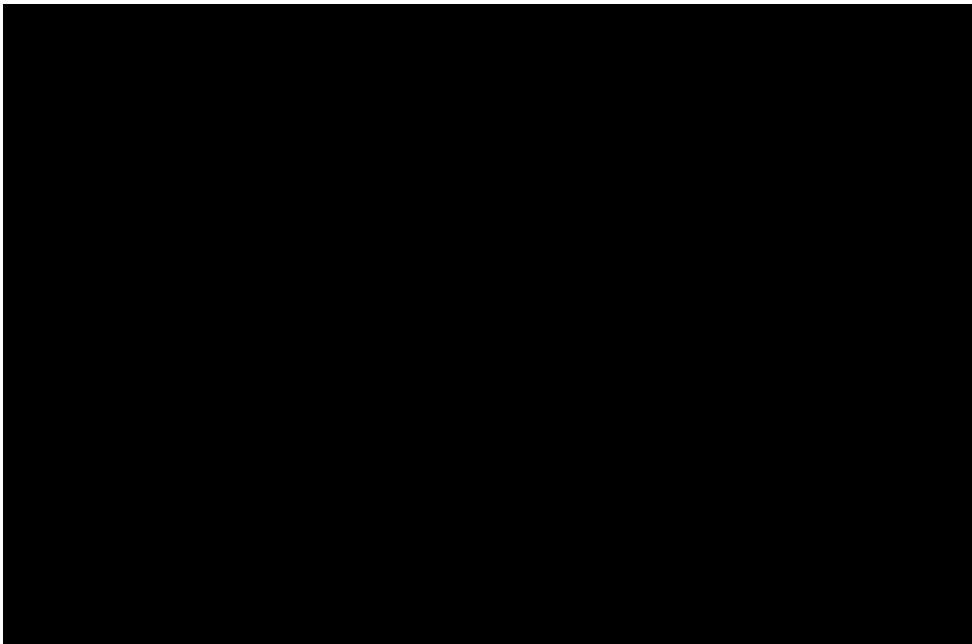
FS900186

Tender Title

Optimising Evidence for Policymaking



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|                     |                |
|---------------------|----------------|
| Total Project Costs | £<br>71,736.12 |
|---------------------|----------------|

|  |  |  |  |
|--|--|--|--|
| COST OR VOLUME DISCOUNTS - INNOVATION  |  |  |  |
| <p>The Food Standards Agency collaborates with our suppliers to improve efficiency and performance to save the taxpayer money.<br/>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> |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
| SIGNATURE  |  |  |  |
| NAME   |  |  |  |
| DATE   |  |  |  |
| REVISION DATE  |  |  | Enter the effective date if this version of the template replaces an earlier version |



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## Staff Costs Table

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

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

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

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

Consumable/Equipment Costs

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

| Item | Quanti | Cost/Item(£) | Total |
|------|--------|--------------|-------|
|      |        |              |       |

The Pricing Schedule

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

Where differing rates of VAT apply against the deliverables please provide details on separate lines.

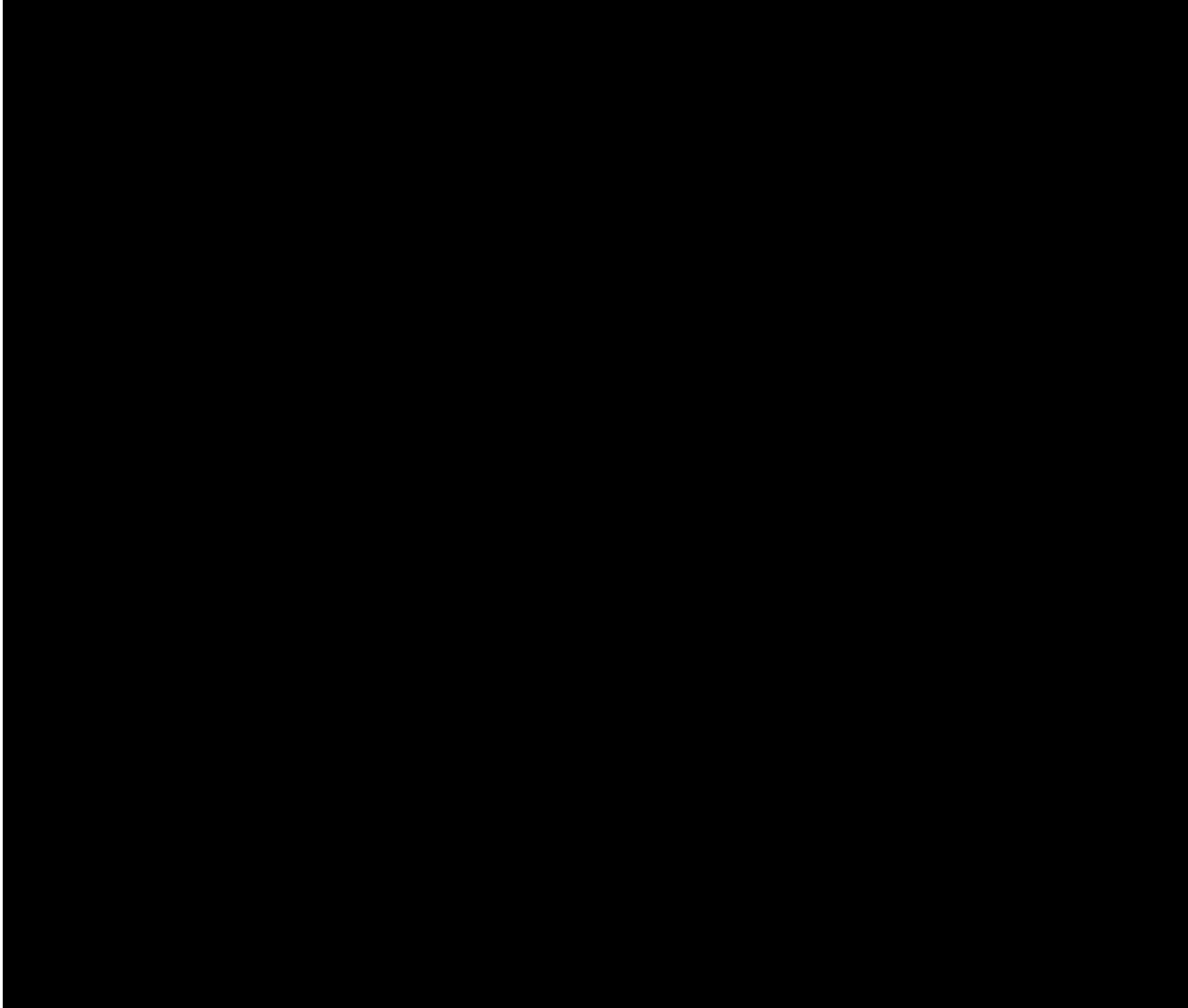
Please link all deliverables (singly or grouped) to each payment. Please ensure that deliverable numbers are given as well as a brief description e.g. Deliverable 01/02: interim report submitted to the FSA, monthly report, interim report, final report

Payment will be made to the Contractor, as per the schedule of payments upon satisfactory completion of the deliverables.

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|                             |   |        |             |  |   |                |
|-----------------------------|---|--------|-------------|--|---|----------------|
| Proposed Project Start Date | 20-Jul-2021   | Amount |             |  |   |                |
| Invoice Due Date            | Description as to which deliverables this invoice will refer to (Please include the deliverable ref no(s) as appropriate) | *Net   | ** VAT Code | § Duration from start of project (Weeks) | § Duration from start of project (Date) | Financial Year |



|       |             |
|-------|-------------|
| Total | £ 71,736.12 |
|-------|-------------|

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

**Summary of Payments**

| Financial Year<br>(Update as applicable in<br>YYYY-YY<br>format) | Year 1      |           |       |
|--|-------------|-----------|-------|
|  | 2021-22     | Retention | Total |
| Total Amount   | £ 71,736.12 |           |       |

## Annex 4 – Suppliers Technical Proposal

|  |                  |   |              |
|--|------------------|---|--------------|
| <b>Tender Application form for a project with the Food Standards Agency</b>  |                  |  <b>Food Standards Agency</b><br>food.gov.uk |              |
| <ul style="list-style-type: none"> <li>• Applicants should complete each part of this application as fully and as clearly as possible</li> <li>• Brief instructions are given in the grey boxes at the start of each section.</li> <li>• Please submit the application through the Agency's eSourcing Portal (Bravo) by the deadline set in the invitation to tender document.</li> </ul>  |                  |   |              |
|  |                  |   |              |
| <b>TENDER SUMMARY</b>  |                  |   |              |
| <b>TENDER TITLE</b>  |                  |   |              |
| Optimising Evidence for Policy-Making  |                  |   |              |
| <b>TENDER</b>  | <b>FS 900186</b> |   |              |
| <b>PROPOSED START</b>  | [20/07/2021]     | <b>PROPOSED END</b>   | [31/10/2021] |
| <b>1: TENDER SUMMARY AND OBJECTIVES</b>  |                  |   |              |
| <b>A. TENDER SUMMARY</b>   |                  |   |              |
| Please give a brief summary of the proposed work in no more than 400 words.  |                  |   |              |
| <p>While the case for shifting consumption towards healthy, safe, sustainable diets is now well established, food policy and practice has not kept pace with evidence on the need for change. This disjuncture undermines objectives to transform food systems towards better human and planetary health. This project will address the mismatch between evidence and policy/practice. It will focus on current food policies, as well as areas where policy lags behind the state-of-the-art science evidence. The project will use secondary and primary research: it will synthesise content from existing bodies of knowledge encompassing; policy-making arrangements and processes; evidence use (including barriers to, and current guidance and practice on); sustainable diets policy and research; and the food systems research-policy interface. The findings of our evidence synthesis will shape the project, but our existing knowledge suggests the project will encompass: Current practice; Barriers to Good Practice; Enablers/Proposed Ways Forward (<a href="#">Wales Centre for Public Policy 2021</a>); the need to optimise evidence for policy; and the different mechanisms for evidence translation and adoption and what is known about their effectiveness (<a href="#">Science of Using Science Report 2016</a>; <a href="#">latest findings of Transforming Evidence project</a>). We will also distinguish between the evidence on food-related <i>problems</i>, and evidence on policy <i>solutions</i>, a distinction which is particularly pertinent in the area of sustainable healthy diets, given that there are different types of evidence gaps for health to those around environmental sustainability.</p> |                  |   |              |

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The findings of the rapid evidence synthesis will be used to: 1) create a framework to clarify and operationalise the goal of 'optimising evidence' on diet change, and 2) guide a primary research investigation to gather deep insights on evidence experiences and needs of government and non-government stakeholders at different scales. A mixed methods approach to data collection will leverage the project team's strong network of contacts within and outside government, and experience of conducting in-depth co-creative qualitative research into policy-making processes in England, including through embedded researcher roles in government departments. Methods will include: rapid evidence synthesis, workshops, elite interviews, cocreative discussions with retailer, and auto-ethnographical insights from project investigators working at the food research-policy interface. A scanning exercise of evidence-policy translation gaps will be conducted, informed by a recent project team exercise to map food systems policy levers, and by the evidence synthesis and interviews. A case study for the co-creation of prototype practical tools to support the optimisation of evidence will be developed.

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

### 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. Robust evidence   | We will apply rigorous mixed methods using both secondary and primary data  |
| 2. Scrutinised by experts                                      | We will carry out a series of co-creation workshops, cocreative retailer discussions, interview a select number of elite experts and consult with What Works Centres, and apply critical analysis |
| 3. Available for use by others                                 | Prototypes and handbook of the report will be published   |
| 4. How evidence is translated for policy-makers, practitioners | To be identified through mixed methods including rapid evidence synthesis, cocreation workshops, cocreative retailer discussions, elite interviews plus auto-ethnographies                        |
| 5. Identify barriers   | As above  |
| 6. Attitudes to science and evidence                           | Will be identified via workshops and interviews   |
| 7. Effective presentation style and appearance                 | Evidence on the most effective mechanisms and design to share evidence will be applied  |
| 8. Most effective comms channels                               | Findings will be shared widely through our extensive networks in food and policy  |

## 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..

As noted in the tender specification, there is no shortage of evidence generated in the area of diet shift, including many academic studies into ways of changing people's behaviour around diet. Yet a large proportion of this evidence is never fully translated into policy. Evidence around healthy sustainable diets is a case in point, and is particularly pertinent given the different types of evidence-policy gaps, which exist around this issue. The project will use the example of healthy sustainable diets to distinguish between:

1. Evidence on policy problems – evidence that there is a problem which needs to be addressed
2. Evidence on policy solutions – evidence on which policies are effective at addressing a problem
3. Evidence on policy implementation – evidence on how policy solutions are or should be implemented.

For example, for the issue of diet-related health there is a considerable body of evidence on the problem; relatively good evidence on the food policy solutions – for example taxes, labelling; and some evidence on implementation. Whereas for shifting

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diets towards environmental objectives, there is, evidence on the problem, less evidence on the food policy solutions, and - as a result - almost no evidence on implementation.

The use of evidence in policy will be approached from a critical perspective, informed by the project team's academic and practice-based knowledge on the realities of policy-making. For example, it is well documented that institutional processes, structures, and political pressures shape policy-making, and applying a simple information-deficit model (if we supply more evidence than it will be translated into better policy) is unlikely to be effective.

For this reason, the project will distinguish and address two sides of the optimising evidence coin, but with a predominant emphasis on point 1:

1. Optimising EVIDENCE for policy - to understand how evidence can be better communicated by evidence generators; and
2. Optimising POLICY for evidence - to understand how evidence can be better understood/ utilised by policy (+ retailers, practitioners/citizens).

The research will examine evidence generation, translation and adoption, as per the What Works approach, with an emphasis on the translation and adoption dimensions, including examining a potential 'adoption gap' between evidence generators and users.

We will implement a rigorous mixed methods approach to answer the following key research questions, drawing on both the literature around evidence use in policy generally, and use in food-related policy specifically. Informed by existing frameworks for understanding evidence use devised by the Wales Centre for Public Policy and What Works Network, the research questions for the project are envisaged to be:

| Research Questions  | Sub-Questions  |
|---|--|
| <b>What is current practice in evidence generation?</b>   | How is evidence generated and accessed by different actor groups/sectors? (incl. commissioned vs unsolicited vs private studies)<br>What is the role of knowledge brokers?<br>Who acts as knowledge brokers/ gatekeepers for evidence (for different actor groups)?  |
| <b>What is current practice in evidence translation and adoption?</b>                           | What are the current guidelines for use of evidence in different sectors? (incl. on assessing quality of evidence)<br>Who are the decision-makers responsible for evidence translation and adoption? (incl. autonomy levels at different scales, differences between govt./ industry)<br>How is evidence shared across actor groups/ sectors/ departments? (given that food issues cut across multiple sectors and government departments)<br>How is evidence evaluated and implemented by different actor groups? |
| <b>What are the barriers to good practice in evidence generation, translation and adoption?</b> | What are the barriers to decision-makers across different actor groups accessing, understanding and using evidence?<br>How do current institutional arrangements impact on evidence access and application? What are the barriers to researchers delivering evidence? (for example, is evidence being delivered to the right people with the remit and capacity to translate it?<br>What is the quality of research being used?)   |
| <b>What can enable optimisation in evidence generation, translation and adoption?</b>           | How can knowledge transfer be improved?<br>What are the most effective mechanisms for different actor groups?<br>What institutional arrangements could help?   |

### METHODOLOGY

The research questions will be addressed using a range of methods (evidence review, co-creation workshops, cocreative retailer discussions e.g. supermarket senior leaders, elite interviews and autoethnographies) to ensure robust triangulation of the data. First, we will carry out a rapid evidence synthesis on how evidence is accessed and utilised by decision-makers across different actor groups, how it can be optimised and translated in policy-making, and what are the associated barriers, based on a refined version of the framework of understanding outlined above. This will involve synthesising relevant content from existing bodies of knowledge encompassing; policy-making arrangements and processes; policy implementation studies; evidence use (including barriers to, and current guidance and practice on); healthy sustainable diets policy and research; and the food systems research-policy interface. We will supplement this content with data gathered from elite interviews with 3-5 food policy practitioners. Project team members have experience working in the evidence-policy interface, and will use this experience to identify relevant sources. Selection bias will be addressed through a general database search (SCOPUS) of the relevant literature to check that no key texts are excluded. We will also ask for source recommendations during the elite interviews. The data gathered from the rapid evidence synthesis and the select elite interviews together will form the basis of our framework for the workshops to clarify and operationalise the goal of 'optimising evidence' on diet change.



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**Data Collection****Workshops**

The team in combination have strong connections right across the food system in all sectors. We will bring together a range of key people in a series of co-creation workshops to identify how to ensure evidence is well communicated and presented, and also reaches the right place at the right time so it can be effectively translated and adopted. To facilitate co-creation, we propose a series of engagement opportunities with participants, including information distribution, workshops and feedback opportunities. First, participants will be presented with a case study of an evidence-policy gap and an early draft of prototype tools (based on the synthesised data from the literature review and interviews) to review before the first workshop. The first set of workshops will be structured to allow participants to discuss the test case and provide feedback on the prototype tools. We will hold two workshops for this: one for policymakers and one for local-scale decision-makers and practitioners. We will avoid bias by ensuring participants come from a range of organisations working at different scales (i.e. local, regional, national). The project team will then use this feedback to adapt the prototype tools. Next, we will follow-up with participants by distributing these tools and asking for electronic feedback. We will hold a second workshop that combines all participants and is designed for application of the tools to the test case. We will also ask for feedback on the process of applying the tools and the tools themselves. Finally, we will analyse all feedback and modify/ revise the tools again based on our findings.

Bias will be considered methodologically in workshop design, structure and facilitation. We will specifically seek to address political bias during participant recruitment and the write-up stages of the project, and draw on the team's experience in facilitation to address 'loud' voices in the workshop that may overshadow other viewpoints. We will establish clear 'rules of engagement' that will be distributed to participants ahead of the workshop (when we gain consent) and are re-stated at the start of the workshops.

**Co-creative retailer discussions**

We will engage large retailers and food businesses in the project through individual co-creative discussions with three members of strategic policy teams for retailers. This will enable more candid and free discussions of policy barriers and practices for retailers, given the competitive nature of the food business sector. The three discussions will be staggered throughout the lifespan of the project, to allow us to gain in-depth insights from the private sector at multiple stages of the research in a way that is sensitive to their particular needs as participants.

**Autoethnographies**

Of two embedded academics working in UK government at the science policy interface for the past two years. A reflection from personal diaries and field notes of four-years' worth of experience. Short vignettes will form part of the final report.

**Outputs and Prototypes**

Creation of the practical tools will be based on applying and enhancing existing toolkits, checklists and guides (e.g., those identified by [Alliance for Useful Evidence](#); and developed by the [What Works Network](#)), tailored to the FSA's distinct aims around optimising evidence (on diet shift). Care will be taken to feed in the FSA's own substantial expertise in evidence-use, and science communication.

To ensure the project *itself* is optimised to produce the best evidence, we hope to augment the project team's own experience in the field of food systems and policy, by calling on the advice of experts in the field of evidence translation, including from the What Works Network and the [Transforming Evidence](#) project.

From our synthesis, we will design a set of policy prototypes including a final research report and toolkit(s) designed for practical use by the participant group(s). Using our platforms e.g. Food Systems Policy hub we will in conjunction with FSA develop a communications strategy.

**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 team has a unique expertise in food systems, marketing, policy, and food politics, enabling it to deliver novel insights on evidence use, generation, institutional arrangements and innovation and communicating evidence. Two of the team are embedded academics working at the science-policy interface. They will provide novel autoethnographic reflections on different ways of providing evidence, based on real-life experience of science-policy transfer, including the lock-ins/barriers and some cases of success. Project team-member Parsons has produced several practical tools to support better food policy-making - by integrating insights from the policy and systems sciences with in-depth qualitative data collection on how policy works - including: the first mapping of food-related actors and activities (this evidence is currently informing the development of England's National Food Strategy and the method has been replicated in India and South Africa); and a visual thinking tool of the food system, which has been utilised in policy, private sector, civil society and academia, and underpins the UKRI Transforming UK Food System Programme.

**3: THE PROJECT PLAN AND DELIVERABLES**



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**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.

Please see Workflow chart provided in zip file.

**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 ACHIEVEMENT             | TARGET DATE      | TITLE OF DELIVERABLE OR MILESTONE  |
|--|------------------|--|
| Draft of literature review and evidence test case                            | 10/09/2021       | Draft of rapid evidence synthesis findings and summary of evidence test case for workshops   |
| Final evidence test case   | 22/09/21         | Final summary of evidence test case for workshops  |
| First draft of prototype tools   | 22/09/21         | Draft of prototype tools, based on RES findings and the evidence test case   |
| Draft of synthesised evidence review: incl. RES and elite interview findings | 29/09/2021       | DRAFT OF SYNTHESISED EVIDENCE REVIEW INCLUDING RES AND ELITE INTERVIEW FINDINGS<br>*if possible, will be followed by write-up of autographic vignettes   |
| Co-creation workshops  | 11/10/-5/11/2021 | Workshops completed; analysis of pre- and post-workshop feedback/ homework   |
| Co-creative retailer discussions   | TBD              | To be determined based on availability of participants; aim to conduct three total staggered throughout the lifespan of the project  |
| Draft toolkit(s)   | 10/11/2021       | Draft of practical toolkit(s) for participant use including prototypes and 'how-tos'   |
| Draft synthesised complete research report                                   | 17/11/2021       | Draft of synthesised research report including: findings and analysis from rapid evidence review, elite interviews, co-creative retailer discussions, workshops, feedback and autoethnographic vignettes                                   |
| Final research report<br>Participant toolkit(s)                              | 26/11/2021       | Final handbook synthesising all findings (literature review, elite interviews, workshops and electronic feedback), including an executive summary<br>Final participant toolkit(s) including prototypes and 'how-to' instructions/ guidance |
|  |                  |  |

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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:

Lead organization, University of York

- [REDACTED]
- [REDACTED]
- Using a mixed methods approach, data is synthesised from both 2017 Horticulture data (ONS, 2018b) and annual Overseas Trade Statistics (HM Revenue & Customs, 2018) to calculate the balance of domestic production, EU and non-EU imports of specific vegetables and fruits for the contemporary UK supply chain.
- As a result we developed a fine-grained UK import profile of FFV supply from both EU and non-EU sources. We synthesized for the first time a strategic framework for how the UK FFV sector can manage the vulnerabilities arising from these risks.
- Doherty was also one of two lead consultants on [REDACTED] Future of Food Strategy (2017-2018). A report outlining their future sustainable food commitments. Coop project lead was [REDACTED]. The value was [REDACTED].
- [REDACTED]
- Doherty has been asked to lead Future of Food 2, which commences on July 12<sup>th</sup>, 2021 and will run to January 2021.

Partner Organization, University of Hertfordshire

- [REDACTED]
- The analysis produced involved subject expertise which is highly relevant to the Optimising Evidence project, including understanding research evidence, policy-making practice, and the links between the two (through a rapid literature review). The project involved creating practical tools: a 'heatmap' tool was designed to assess research against a set of criteria (how the research addressed a range of food systems issues and activities). This heatmap tool is now being utilised in the Department for Environment, Food and Rural Affairs, to assist with policy-making, and Parsons will provide support and advice to the relevant policymakers on the tool. Skills utilised included: in-depth subject knowledge, including of policy-making practice; design of practical tools; evidence synthesis; close collaboration with the commissioning organisation.

**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 [University of York]

Named staff members, details of specialism and expertise.

[REDACTED]

[REDACTED]

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|   |                             |
|---|-----------------------------|
| [REDACTED]  |                             |
| [REDACTED]  |                             |
| Participant Organisation 1                                | University of Hertfordshire |
| Named staff members, details of specialism and expertise. |                             |
| [REDACTED]  |                             |
| [REDACTED]  |                             |

**C. STAFF EFFORT**

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

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

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**5: PROJECT MANAGEMENT**

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

Highlight any in-house or external accreditation for the project management system and how this relates to this project.

The Project Management Group will meet fortnightly virtually to ensure the project team operates with maximum efficiency, transparency and accountability. The PMG will be responsible for designing and monitoring detailed work plans of research activities including; aims, objectives, methods, integration, deliverables, and time frames. The PMG will draw-up a project risk register where all identified risks will be classified as 'high', 'medium' or 'low' in terms of 'likelihood' and 'severity', and a traffic light system will be implemented against which all activities will be monitored. The PMG will be primarily responsible for overseeing the register, which will be reviewed as a standing item at all PMG meetings. Should any mitigating activities fail, and a serious issue arises, PMG will seek advice, where appropriate, from the FSA before taking remedial actions.

**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<br>(high, medium, low) | Impact of Risk<br>(high, medium, low) | Risk management strategy   |
|---|---|---------------------------------------|--|
| Partnership between University of York and University of Hertfordshire  | Low                                       | Low                                   | This partnership, which will include co-authorship, joint IP etc., will be covered by a standard collaboration agreement.  |
| Ethical approval has to go through local ethics committee, which may not sit, from 19 <sup>th</sup> July until September. | high                                      | high                                  | Doherty has already discussed this possibility with Chair of committee who has agreed in this specific case to take chairs action.   |
| Project team sickness   | medium                                    | medium                                | Strong project team has been selected with cover in key areas.   |
| Participant recruitment and selection   | medium                                    | high                                  | <p>This project team has a strong relationship with a variety of food (policy) networks. We will use these networks to early- and over-recruit participants with the expectation that involvement will be limited; this way recruitment will result in ideal participant numbers.</p> <p>Contingency: preserve co-creative approach by working more closely with elite interview participants to develop an 'Advisory Group' that provides input throughout different project stages</p> |

**7. QUALITY MANAGEMENT**

The University of York holds accreditation to ISO9001 certification. We have documented procedures for the activities in this research activity. Our staff team are trained and competent. We also comply with the code of practice on research integrity <https://www.york.ac.uk/staff/research/governance/research-policies/research-code/>

**A. QUALITY MANAGEMENT**



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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

The University of York holds accreditation to ISO9001 certification. We have documented procedures for the activities in this research activity. Our staff team are trained and competent. We also comply with the code of practice on research integrity

<https://www.york.ac.uk/staff/research/governance/research-policies/research-code>

**B. ETHICS**

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

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

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

All necessary approvals and permissions will be obtained prior to conducting any data collection. Approvals will be sought and consent obtained prior to conducting these. Contact data will be gathered only for the purpose of organising meetings/ data collection (and stored separately from any of the data securely). Principles of the Data Protection Act 2018 (DPA) and General Data Protection Regulation 2018 (GDPR) will be applied. We will follow at all times the University of York ethics and integrity policy, details in the link below.

<https://www.york.ac.uk/staff/research/governance/research-integrity-and-ethics/>

**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 responsibility for this data plan falls to the Principal Investigator and the Project Management Group(PMG). All research data will be created, maintained, accessed and shared in accordance with best practice, and in compliance with legislation and regulation, ethical requirements, contractual obligations, funder requirements, third party access, professional standards and University policies. At the project inception an extensive Data Management Strategy, with Data Protection Impact Assessments, will be developed and reviewed monthly by the PMG. Data will take various forms: rapid evidence synthesis, focus group common themes, interview transcripts with data analysis. plus autoethnographic embedded reflections All primary data

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collection activities will be screened by Ethical Approval bodies within research institutions, in accordance with UKRI ethical and data management guidance. This will be combined to create innovative insights into problem areas researched within the project. Some data will contain confidential 'special category' information, or will be commercially important. Where necessary, data will be anonymised and aggregated before sharing. Researchers will make themselves aware of, and adhere to, relevant legislation and regulation, funders' requirements and the Universities policies. All researchers will comply with the University's data security requirements where generated as outlined in the guidance, including on where and how data should be stored. Data will be stored and backed up throughout the research, to protect its integrity and security, according to the University's guidelines. Access to data will be controlled, and there will always be more than one person with access to the data. Where data is collected, transported or stored off site, this will be strictly in accordance with the guidance on data security. Research data will be assessed for retention, according to the University's data retention guidance. Quality control will be conducted frequently, with PMG charged with maintaining compliance with metadata, preparation and data indexing procedures. We will maintain full compliance with UK Data Protection laws, with all project partners operating to the standards set out in the GDPR 2018. The University of York full guidance is provided here:

<https://www.york.ac.uk/records-management/dp/>

<https://www.york.ac.uk/about/departments/support-and-admin/information-services/information-policy/index/research-data-management-policy/>

#### 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)

The University of York recognises that sustainability is one of the main challenges facing us, particularly in relation to climate change, for at least the next ten years. Sustainability is one of our core strategic principles and to support this we are developing a new Sustainability Plan alongside the University Strategy. Our new plan will target areas where the University can deliver the biggest positive impacts, setting ambitious goals across the institution, while building on the excellence we already have in the area of sustainability. A large range of University stakeholders have been included in initial plan development groups and consultations, these include staff, students, research staff, and senior management, and representative organisations such as YUSU, GSA and UCU. As this evolves and we are in a position to engage more widely with interested parties, we will hold various engagement sessions and open communication channels, to allow for effective and productive consultation. To ensure we coordinate our actions to support the global sustainability agenda, our new plan will be framed around the UN Sustainable Development Goals.

Current policies and strategies:

Sustainability

[https://www.york.ac.uk/media/abouttheuniversity/governanceandmanagement/documents/Sustainability\\_Strategy\\_final\\_Oct%202012%20forweb.pdf](https://www.york.ac.uk/media/abouttheuniversity/governanceandmanagement/documents/Sustainability_Strategy_final_Oct%202012%20forweb.pdf)

Travel Plan Strategy

<https://www.flipsnack.com/55E7AE6BDC9/university-of-york-travel-plan-strategy.html?b=1&p=1>

Carbon Management Plan

<https://www.york.ac.uk/media/abouttheuniversity/governanceandmanagement/documents/University%20of%20York%20Carbon%20Mgt%20Plan.pdf>

#### E. DISSEMINATION AND EXPLOITATION (Science Projects Only)

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

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

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

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

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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.

**Dissemination Plans**

To be discussed and agreed with FSA, but priorities will include:

- FSA internal webinar
- FSA led webinar with National Food Strategy team
- Meeting with UKRI Transforming Food Systems programme
- Key stakeholder briefings (Incl. Defra)
- Academic paper in Food Policy (once agreed)
- Social Media activity and newsletters (e.g. Food Systems Policy Hub)

# Short form Terms

## 1. Definitions used in the Contract

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

|                                      |   |
|--------------------------------------|---|
| <b>"Central Government Body"</b>     | 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:<br>a) Government Department;<br>b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);<br>c) Non-Ministerial Department; or<br>d) Executive Agency; |
| <b>"Charges"</b>                     | means the charges for the Deliverables as specified in the Order Form;  |
| <b>"Confidential Information"</b>    | 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;  |
| <b>"Contract"</b>                    | means the contract between (i) the Buyer and (ii) the Supplier which is created by the Supplier's counter signing the Order Form and includes the Order Form and Annexes;   |
| <b>"Controller"</b>                  | has the meaning given to it in the GDPR;  |
| <b>"Buyer"</b>                       | means the person identified in the letterhead of the Order Form;  |
| <b>"Date of Delivery"</b>            | means that date by which the Deliverables must be delivered to the Buyer, as specified in the Order Form;   |
| <b>"Buyer Cause"</b>                 | any breach of the obligations of the Buyer or any other default, act, omission, negligence or statement of the Buyer, of its employees, servants, agents in connection with or in relation to the subject-matter of the Contract and in respect of which the Buyer is liable to the Supplier;   |
| <b>"Data Protection Legislation"</b> | (i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the Data Protection Act 2018 to the extent that it relates to processing  |



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

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

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

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

## 2. Understanding the Contract

In the Contract, unless the context otherwise requires:

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

## 3. How the Contract works

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

## **4. What needs to be delivered**

### **4.1 All Deliverables**

- (a) The Supplier must provide Deliverables: (i) in accordance with the Specification; (ii) to a professional standard; (iii) using reasonable skill and care; (iv) using Good Industry Practice; (v) using its own policies, processes and internal quality control measures as long as they don't conflict with the Contract; (vi) on the dates agreed; and (vii) that comply with all law.
- (b) The Supplier must provide Deliverables with a warranty of at least 90 days (or longer where the Supplier offers a longer warranty period to its Buyers) from Delivery against all obvious defects.

### **4.2 Goods clauses**

- (a) All Goods delivered must be new, or as new if recycled, unused and of recent origin.
- (b) All manufacturer warranties covering the Goods must be assignable to the Buyer on request and for free.
- (c) The Supplier transfers ownership of the Goods on completion of delivery (including off-loading and stacking) or payment for those Goods, whichever is earlier.
- (d) Risk in the Goods transfers to the Buyer on delivery, but remains with the Supplier if the Buyer notices damage following delivery and lets the Supplier know within three Working Days of delivery.
- (e) The Supplier warrants that it has full and unrestricted ownership of the Goods at the time of transfer of ownership.
- (f) The Supplier must deliver the Goods on the date and to the specified location during the Buyer's working hours.
- (g) The Supplier must provide sufficient packaging for the Goods to reach the point of delivery safely and undamaged.
- (h) All deliveries must have a delivery note attached that specifies the order number, type and quantity of Goods.
- (i) The Supplier must provide all tools, information and instructions the Buyer needs to make use of the Goods.
- (j) The Supplier will notify the Buyer of any request that Goods are returned to it or the manufacturer after the discovery of safety issues or defects that might endanger health or hinder performance and shall indemnify the Buyer against the costs arising as a result of any such request.
- (k) The Buyer can cancel any order or part order of Goods which has not been delivered. If the Buyer gives less than 14 days' notice then it will pay the Supplier's reasonable and proven costs already incurred on the cancelled order as long as the Supplier takes all reasonable steps to minimise these costs.
- (l) The Supplier must at its own cost repair, replace, refund or substitute (at the Buyer's option and request) any Goods that the Buyer rejects because they don't conform with clause 4.2. If the Supplier doesn't do this it will pay the Buyer's costs including repair or re-supply by a third party.
- (m) The Buyer will not be liable for any actions, claims, costs and expenses incurred by the Supplier or any third party during delivery of the Goods unless and to the extent that it is caused by negligence or other wrongful act of the Buyer or its servant or agent. If the Buyer suffers or incurs any damage or injury (whether fatal or otherwise) occurring in the course of delivery or

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

#### **4.3 Services clauses**

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

### **5. Pricing and payments**

- 5.1 In exchange for the Deliverables, the Supplier shall be entitled to invoice the Buyer for the charges in the Order Form. The Supplier shall raise invoices promptly and in any event within 90 days from when the charges are due.
- 5.2 All Charges:
  - (a) exclude VAT, which is payable on provision of a valid VAT invoice;
  - (b) include all costs connected with the supply of Deliverables.
- 5.3 The Buyer must pay the Supplier the charges within 30 days of receipt by the Buyer of a valid, undisputed invoice, in cleared funds to the Supplier's account stated in the Order Form.
- 5.4 A Supplier invoice is only valid if it:
  - (a) includes all appropriate references including the Purchase Order Number and other details reasonably requested by the Buyer;
  - (b) includes a detailed breakdown of Deliverables which have been delivered (if any).

- 5.5 If there is a dispute between the Parties as to the amount invoiced, the Buyer shall pay the undisputed amount. The Supplier shall not suspend the provision of the Deliverables unless the Supplier is entitled to terminate the Contract for a failure to pay undisputed sums in accordance with clause 11.6. Any disputed amounts shall be resolved through the dispute resolution procedure detailed in clause 33.
- 5.6 The Buyer may retain or set-off payment of any amount owed to it by the Supplier if notice and reasons are provided.
- 5.7 The Supplier must ensure that all subcontractors are paid, in full, within 30 days of receipt of a valid, undisputed invoice. If this doesn't happen, the Buyer can publish the details of the late payment or non-payment.

## **6. The Buyer's obligations to the Supplier**

- 6.1 If Supplier fails to comply with the Contract as a result of a Buyer Cause:
- (a) the Buyer cannot terminate the Contract under clause 11;
  - (b) the Supplier is entitled to reasonable and proven additional expenses and to relief from liability under this Contract;
  - (c) the Supplier is entitled to additional time needed to deliver the Deliverables;
  - (d) the Supplier cannot suspend the ongoing supply of Deliverables.
- 6.2 Clause 6.1 only applies if the Supplier:
- (a) gives notice to the Buyer within 10 Working Days of becoming aware;
  - (b) demonstrates that the failure only happened because of the Buyer Cause;
  - (c) mitigated the impact of the Buyer Cause.

## **7. Record keeping and reporting**

- 7.1 The Supplier must ensure that suitably qualified representatives attend progress meetings with the Buyer and provide progress reports when specified in the Order Form.
- 7.2 The Supplier must keep and maintain full and accurate records and accounts on everything to do with the Contract for seven years after the date of expiry or termination of the Contract.
- 7.3 The Supplier must allow any auditor appointed by the Buyer access to their premises to verify all contract accounts and records of everything to do with the Contract and provide copies for the audit.
- 7.4 The Supplier must provide information to the auditor and reasonable co-operation at their request.
- 7.5 If the Supplier is not providing any of the Deliverables, or is unable to provide them, it must immediately:
- (a) tell the Buyer and give reasons;
  - (b) propose corrective action;
  - (c) provide a deadline for completing the corrective action.

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

## 8. Supplier staff

- 8.1 The Supplier Staff involved in the performance of the Contract must:
- (a) be appropriately trained and qualified;
  - (b) be vetted using Good Industry Practice
  - (c) comply with all conduct requirements when on the Buyer's premises.
- 8.2 Where a Buyer decides one of the Supplier's Staff isn't suitable to work on the Contract, the Supplier must replace them with a suitably qualified alternative.
- 8.3 If requested, the Supplier must replace any person whose acts or omissions have caused the Supplier to breach clause 8.
- 8.4 The Supplier must provide a list of Supplier Staff needing to access the Buyer's premises and say why access is required.
- 8.5 The Supplier indemnifies the Buyer against all claims brought by any person employed by the Supplier caused by an act or omission of the Supplier or any Supplier Staff.
- 8.6 The Supplier shall use those persons nominated in the Order Form (if any) to provide the Deliverables and shall not remove or replace any of them unless:
- (a) requested to do so by the Buyer (not to be unreasonably withheld or delayed);
  - (b) the person concerned resigns, retires or dies or is on maternity or long-term sick leave; or
  - (c) the person's employment or contractual arrangement with the Supplier or any subcontractor is terminated for material breach of contract by the employee.

## 9. Rights and protection

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



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

## 10. Intellectual Property Rights (IPRs)

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

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

## **11. Ending the contract**

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

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

### **11.3 Ending the Contract without a reason**

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

### **11.4 When the Buyer can end the Contract**

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

**11.5 What happens if the Contract ends**

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

- (a) the Supplier is responsible for the Buyer's reasonable costs of procuring replacement deliverables for the rest of the term of the Contract;
- (b) the Buyer's payment obligations under the terminated Contract stop immediately;
- (c) accumulated rights of the Parties are not affected;
- (d) the Supplier must promptly delete or return the Government Data except where required to retain copies by law;
- (e) the Supplier must promptly return any of the Buyer's property provided under the Contract;
- (f) the Supplier must, at no cost to the Buyer, give all reasonable assistance to the Buyer and any incoming supplier and co-operate fully in the handover and re-procurement;
- (g) the following clauses survive the termination of the Contract: [3.2.10, 6, 7.2, 9, 11, 14, 15, 16, 17, 18, 34, 35] and any clauses which are expressly or by implication intended to continue.

**11.6 When the Supplier can end the Contract**

- (a) The Supplier can issue a reminder notice if the Buyer does not pay an undisputed invoice on time. The Supplier can terminate the Contract if the Buyer fails to pay an undisputed invoiced sum due and worth over 10% of the total Contract value or £1,000, whichever is the lower, within 30 days of the date of the reminder notice.
- (b) If a Supplier terminates the Contract under clause 11.6(a):
  - (i) the Buyer must promptly pay all outstanding charges incurred to the Supplier;
  - (ii) the Buyer must pay the Supplier reasonable committed and unavoidable losses as long as the Supplier provides a fully itemised and costed schedule with evidence - the maximum value of this payment is limited to the total sum payable to the Supplier if the Contract had not been terminated;
  - (iii) clauses 11.5(d) to 11.5(g) apply.

**11.7 Partially ending and suspending the Contract**

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

**12. How much you can be held responsible for**

- 12.1 Each Party's total aggregate liability under or in connection with the Contract (whether in tort, contract or otherwise) is no more than 125% of the Charges paid or payable to the Supplier.
- 12.2 No Party is liable to the other for:
- (a) any indirect losses;
  - (b) loss of profits, turnover, savings, business opportunities or damage to goodwill (in each case whether direct or indirect).
- 12.3 In spite of clause 12.1, neither Party limits or excludes any of the following:
- (a) its liability for death or personal injury caused by its negligence, or that of its employees, agents or subcontractors;
  - (b) its liability for bribery or fraud or fraudulent misrepresentation by it or its employees;
  - (c) any liability that cannot be excluded or limited by law.
- 12.4 In spite of clause 12.1, the Supplier does not limit or exclude its liability for any indemnity given under clauses 4.2(j), 4.2(m), 8.5, 9.3, 10.5, 13.2, 14.26(e) or 30.2(b) the Buyer grants the Supplier the right to lead the negotiations for the settlement of any claim.
- 12.5 Each Party must use all reasonable endeavours to mitigate any loss or damage which it suffers under or in connection with the Contract, including any indemnities.
- 12.6 If more than one Supplier is party to the Contract, each Supplier Party is fully responsible for both their own liabilities and the liabilities of the other Suppliers.

**13. Obeying the law**

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

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ensuring that the Supplier complies with Law, Clause 13.1 and Clauses 27 to 32

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

## **14. Data protection**

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

- 14.12 The Supplier must notify the Buyer immediately if it thinks the Buyer's instructions breach the Data Protection Legislation.
- 14.13 The Supplier must put in place appropriate Protective Measures to protect against a Data Loss Event which must be approved by the Buyer.
- 14.14 If lawful to notify the Buyer, the Supplier must notify it if the Supplier is required to process Personal Data by Law promptly and before processing it.
- 14.15 The Supplier must take all reasonable steps to ensure the reliability and integrity of any Supplier Staff who have access to the Personal Data and ensure that they:
- (a) are aware of and comply with the Supplier's duties under this clause 11;
  - (b) are subject to appropriate confidentiality undertakings with the Supplier or any Subprocessor;
  - (c) are informed of the confidential nature of the Personal Data and do not provide any of the Personal Data to any third Party unless directed in writing to do so by the Buyer or as otherwise allowed by the Contract;
  - (d) have undergone adequate training in the use, care, protection and handling of Personal Data.
- 14.16 The Supplier must not transfer Personal Data outside of the EU unless all of the following are true:
- (a) it has obtained prior written consent of the Buyer;
  - (b) the Buyer has decided that there are appropriate safeguards (in accordance with Article 46 of the GDPR);
  - (c) the Data Subject has enforceable rights and effective legal remedies when transferred;
  - (d) the Supplier meets its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred;
  - (e) where the Supplier is not bound by Data Protection Legislation it must use its best endeavours to help the Buyer meet its own obligations under Data Protection Legislation; and
  - (f) the Supplier complies with the Buyer's reasonable prior instructions about the processing of the Personal Data.
- 14.17 The Supplier must notify the Buyer immediately if it:
- (a) receives a Data Subject Access Request (or purported Data Subject Access Request);
  - (b) receives a request to rectify, block or erase any Personal Data;
  - (c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
  - (d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Contract;
  - (e) receives a request from any third Party for disclosure of Personal Data where compliance with the request is required or claims to be required by Law;
  - (f) becomes aware of a Data Loss Event.

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



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

## **15. What you must keep confidential**

### **15.1 Each Party must:**

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

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

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

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

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

- (a) on a confidential basis to the employees, agents, consultants and contractors of the Buyer;
- (b) on a confidential basis to any other Central Government Body, any successor body to a Central Government Body or any company that the Buyer transfers or proposes to transfer all or any part of its business to;
- (c) if the Buyer (acting reasonably) considers disclosure necessary or appropriate to carry out its public functions;

- (d) where requested by Parliament;
- (e) under clauses 5.7 and 16.

- 15.5 For the purposes of clauses 15.2 to 15.4 references to disclosure on a confidential basis means disclosure under a confidentiality agreement or arrangement including terms as strict as those required in clause 15.
- 15.6 Information which is exempt from disclosure by clause 16 is not Confidential Information.
- 15.7 The Supplier must not make any press announcement or publicise the Contract or any part of it in any way, without the prior written consent of the Buyer and must take all reasonable steps to ensure that Supplier Staff do not either.
- 15.8 The Project will form part of the actual carrying out of a primary charitable purpose of the Supplier that is, the advancement of education through teaching and research. Subject to the conditions set out on this clause, the Supplier is, with prior agreement of the Buyer (which shall not be unreasonably withheld or delayed) permitted to publish any results of the Project in accordance with normal academic practice. The Buyer is entitled to require that its Confidential Information is removed from the publication. The Supplier shall acknowledge the contribution made by the Buyer in any such publication.

## **16. When you can share information**

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

## **17. Invalid parts of the contract**

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

## **18. No other terms apply**

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

## **19. Other people's rights in a contract**

Crown Copyright 2019

## The Short form Contract

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

## **20. Circumstances beyond your control**

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

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

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

20.3 Where a Party terminates under clause 20.2:

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

## **21. Relationships created by the contract**

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

## **22. Giving up contract rights**

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

## **23. Transferring responsibilities**

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

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

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

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

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

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

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

## **24. Changing the contract**

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

**25. How to communicate about the contract**

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

**26. Preventing fraud, bribery and corruption**

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

**27. Equality, diversity and human rights**

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

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

## **28. Health and safety**

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

## **29. Environment**

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

## **30. Tax**

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

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

### **31. Conflict of interest**

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

### **32. Reporting a breach of the contract**

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

### **33. Resolving disputes**

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

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

#### **34. Which law applies**

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



**APPENDIX A - VARIATION REQUEST FORM**

|  |                          |                          |                          |                          |                          |       |          |                  |               |               |       |                          |                          |                          |                          |                          |                          |
|--|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|-------|----------|------------------|---------------|---------------|-------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| Contract / Project Title:  |                          |                          |                          |                          |                          |       |          |                  |               |               |       |                          |                          |                          |                          |                          |                          |
| Contract / Project Ref No (FS /FSA No):  |                          |                          |                          |                          |                          |       |          |                  |               |               |       |                          |                          |                          |                          |                          |                          |
| <b>Full Description of Variation Request:</b><br>A full justification and impact assessment including any supplementary evidence must be provided. Any supporting information should be appended to this form.   |                          |                          |                          |                          |                          |       |          |                  |               |               |       |                          |                          |                          |                          |                          |                          |
| <b>Area (s) Impacted: -</b><br><table style="width: 100%; border: none;"> <tr> <td style="text-align: center;">Price</td> <td style="text-align: center;">Duration</td> <td style="text-align: center;">Price &amp; Duration</td> <td style="text-align: center;">Scope of work</td> <td style="text-align: center;">Key Personnel</td> <td style="text-align: center;">Other</td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table> |                          |                          |                          |                          |                          | Price | Duration | Price & Duration | Scope of work | Key Personnel | Other | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Price  | Duration                 | Price & Duration         | Scope of work            | Key Personnel            | Other                    |       |          |                  |               |               |       |                          |                          |                          |                          |                          |                          |
| <input type="checkbox"/>   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |       |          |                  |               |               |       |                          |                          |                          |                          |                          |                          |
| <b>Requester:</b><br><br>Signature:<br><br>Team / Organisation<br><br>Date:  |                          |                          |                          |                          |                          |       |          |                  |               |               |       |                          |                          |                          |                          |                          |                          |
| <b>Supplier Contact Details</b><br><br>Supplier Name :<br>Contact Name :<br>Contact Address :<br>Telephone No :<br>Email Address :   |                          |                          |                          |                          |                          |       |          |                  |               |               |       |                          |                          |                          |                          |                          |                          |
| <b>FSA Use Only (Business Area)</b><br><br>Amount Approved:<br><br>Authorised By:- <input type="checkbox"/> Cost Centre Manager <input type="checkbox"/> Investment Board<br><br>Signed :<br><br>Date of Approval:   |                          |                          |                          |                          |                          |       |          |                  |               |               |       |                          |                          |                          |                          |                          |                          |
| <b>Please submit this form to <a href="mailto:fsa.procurement@food.gov.uk">fsa.procurement@food.gov.uk</a></b>   |                          |                          |                          |                          |                          |       |          |                  |               |               |       |                          |                          |                          |                          |                          |                          |

**Procurement Use Only (confirm contract allows for requested variation)**

Variation Request No:

Variation Request Approved by:

Date of Approval:

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

**APPENDIX B VARIATION FORM****PROJECT TITLE:****DATE:****VARIATION No:****BETWEEN:**

**The Food Standards Agency (hereinafter called “the Client”) & University of York (hereinafter called “the Supplier”)**

1. The Contract is varied as follows:

**Contract**

x

2. Words and expressions in this Variation shall have the meanings given to them in the Framework.

3. The Contract, including any previous Variations, shall remain effective and unaltered except as amended by this Variation.

**SIGNED:**

For: The Client

For: The Supplier

By: .....

By: .....

Full Name: .....

Full Name: .....

Position: .....

Title: .....

Date: .....

Date: .....