SHORT FORM CONTRACT FOR THE SUPPLY OF GOODS AND/OR SERVICES

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II. Cover Letter

HallMark Meat Hygiene Ltd (HallMark Veterinary & Compliance Services)

Unit 3, Damery Works, Damery Lane, Woodford

GL13 9JR

Attn: [redacted]

By email to: [redacted]

Date: 16/09/2024

Our ref: FS900515 / C288869

Dear [redacted]

Following your tender/proposal for the supply of A survey of AMR bacteria in whole head lettuce on sale in supermarket stores within the UK Lot 1 Survey design, sample collection at retail and transportation to the testing laboratory to Food Standards Agency, we are pleased confirm our intention to award this Contract to you.

The attached Order Form, contract Conditions and the Annexes set out the terms of the Contract between Food Standards Agency and HallMark Meat Hygiene Ltd (HallMark Veterinary & Compliance Services) 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 this Contract by signing and returning the Order Form. No other form of acknowledgement will be accepted. Please remember to include the reference number(s) above in any future communications relating to this Contract.

[We will then arrange for the Order Form to be countersigned which will create a binding contract between us/You should arrange for the Order Form to be countersigned which will create a binding contract between us]

Yours faithfully,

[redacted]

[redacted]

III. Order Form

1. Contract Reference	FS900515 / C288869	
2. Buyer	Food Standards Agency, Clive House, 70 Petty France, London, SW1H 9EX, is entering into this Contract, the Buyer is acting as part of the Crown and the Supplier shall be treated as contracting with the Crown as a whole.	
3. Supplier	HallMark Meat Hygiene Ltd (HallMark Veterinary & Compliance Services) Unit 3, Damery Works, Damery Lane, Woodford GL13 9JR	
4. The Contract	This Contract between the Buyer and the Supplier is for the supply of Deliverables. The Supplier shall supply the Deliverables described below on the terms set out in this Order Form and the attached contract conditions ("**Conditions**") and Annexes. Unless the context otherwise requires, capitalised expressions used in this Order Form have the same meanings as in the Conditions.	
5. Deliverables	**Goods**	• None
	Services	• in [Annex 2 – Specification] • in the Supplier's tender as set out in [Annex 4 – Supplier Tender] The Services are: • To be performed at the Supplier's premises
6. Specification	The specification of the Deliverables is as set out in [Annex 2 – Specification]	
7. Start Date	23/09/2024	
8. Expiry Date	23/10/2025	

9. Extension Period	The Buyer may extend the Contract for a period of up to 3 Months by giving not less than 10 Working Days' notice in writing to the Supplier prior to the Expiry Date. The Conditions of the Contract shall apply throughout any such extended period.
10. Buyer Cause	***N/A***
11. Optional Intellectual Property Rights ("IPR") Clauses	***Clause 10 of the Conditions provides that each Party retains its Existing IPR, and New IPR belongs to the Buyer (with a licence granted to the Supplier for use).***
12. Charges	The Charges for the Deliverables shall be as set out in [Annex 3 – Charges]
13. Payment	Payment of undisputed invoices will be made within 30 days of receipt of invoice, which must be submitted promptly by the Supplier. All invoices must be sent, quoting a valid Purchase Order Number (PO Number) and any other relevant details, to: fsa.payments@food.gov.uk Within [10] Working Days of receipt of your countersigned copy of this Order Form, we will send you a unique PO Number. You must be in receipt of a valid PO Number before submitting an invoice. To avoid delay in payment it is important that the invoice is compliant and that it includes a valid PO Number, item number (if applicable) and the details (name, email, and telephone number) of your Buyer contact (i.e. Buyer Authorised Representative). Non-compliant invoices may be sent back to you, which may lead to a delay in payment.
14. Data Protection Liability Cap	In accordance with clause 12.6 of the Conditions, the Supplier's total aggregate liability under clause 14.7.5 of the Conditions is no more than the Data Protection Liability Cap, being £1million

15. Progress Meetings and Progress Reports	See Annex 4 – Supplier Tender
16. Buyer Authorised Representative(s)	For general liaison your contact will continue to be [redacted] or, in their absence, [redacted]
17. Supplier Authorised Representative(s)	For general liaison your contact will continue to be [redacted] or, in their absence, [redacted]
18. Address for notices	Food Standards Agency Foss House Peasholme Green York YO1 7PR [redacted] HallMark Meat Hygiene Ltd (HallMark Veterinary & Compliance Services) Unit 3, Damery Works, Damery Lane, Woodford GL13 9JR
19. Key Staff	See Annex 4 – Supplier Tender
20. Procedures and Policies	For the purposes of the Contract the: The Buyer's additional sustainability requirements are: FSA Environmental Sustainability Strategy.

21. Special Terms	Special Term 1 – N/A
22. Incorporated Terms	The following documents are incorporated into the Contract. If there is any conflict, the following order of precedence applies: (a) The cover letter from the Buyer to the Supplier dated 16/09/2024 (b) This Order Form (c) Any Special Terms (see row 21 (Special Terms) in this Order Form) (d) Conditions (as they may be amended by [Annex 5 – IPR Clauses] (e) The following Annexes in equal order of precedence: i. Annex 1 – Processing Personal Data ii. [[Annex 2 – Specification] iii. [[Annex 3 – Charges] iv. [[Annex 4 – Supplier Tender],

Signed for and on behalf of the Supplier:

[redacted]

Signed for and on behalf of the Buyer acting on behalf of the Crown:

[redacted]

[Guidance: Where appropriate, this Order Form may be signed electronically by both Parties.]

IV. Short form Terms (“Conditions”)

1 DEFINITIONS USED IN THE CONTRACT

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

“Affiliates”	in relation to a body corporate, any other entity which directly or indirectly Controls (in either of the senses defined in sections 450 and 1124 of the Corporation Tax Act 2010 and “**Controlled**” shall be construed accordingly), is Controlled by, or is under direct or indirect common Control of that body corporate from time to time;
“Audit”	the Buyer’s right to: (a) verify the accuracy of the Charges and any other amounts payable by the Buyer under the Contract (including proposed or actual variations to them in accordance with the Contract); (b) verify the costs of the Supplier (including the costs of all Subcontractors and any third party suppliers) in connection with the provision of the Deliverables; (c) verify the Supplier’s and each Subcontractor’s compliance with the applicable Law; (d) identify or investigate actual or suspected breach of clauses 4 to 34 (inclusive), impropriety or accounting mistakes or any breach or threatened breach of security and in these circumstances the Buyer shall have no obligation to inform the Supplier of the purpose or objective of its investigations; (e) identify or investigate any circumstances which may impact upon the financial stability of the Supplier and/or any Subcontractors or their ability to provide the Deliverables; (f) obtain such information as is necessary to fulfil the Buyer’s obligations to supply information for parliamentary, ministerial, judicial or administrative purposes including the supply of information to the Comptroller and Auditor General;

	(g) review any books of account and the internal contract management accounts kept by the Supplier in connection with the Contract; (h) carry out the Buyer's internal and statutory audits and to prepare, examine and/or certify the Buyer's annual and interim reports and accounts; (i) enable the National Audit Office to carry out an examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Buyer has used its resources;
"Beneficiary"	A Party having (or claiming to have) the benefit of an indemnity under this Contract;
"Buyer Cause"	has the meaning given to it in the Order Form;
"Buyer"	the person named as Buyer in the Order Form. Where the Buyer is a Crown Body the Supplier shall be treated as contracting with the Crown as a whole;
"Charges"	the charges for the Deliverables as specified in the Order Form;
"Claim"	any claim which it appears that the Buyer is, or may become, entitled to indemnification under this Contract;
"Conditions"	means these short form terms and conditions of contract;
"Confidential Information"	all information, whether written or oral (however recorded), provided by the disclosing Party to the receiving Party and which (a) is known by the receiving Party to be confidential; (b) is marked as or stated to be confidential; or (c) ought reasonably to be considered by the receiving Party to be confidential;
"Conflict of Interest"	a 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;

"Contract"	the contract between the Buyer and the Supplier which is created by the Supplier's counter signing the Order Form and includes the cover letter (if used), Order Form, these Conditions and the Annexes;
"Controller"	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;
"Crown Body"	the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Government and the Welsh Government), including, but not limited to, government ministers and government departments and particular bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;
"Data Loss Event"	any event that results, or may result, in unauthorised access to Personal Data held by the Processor under this Contract, and/or actual or potential loss and/or destruction of Personal Data in breach of this Contract, including any Personal Data Breach;
"Data Protection Impact Assessment"	an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data;
"Data Protection Legislation"	(a) the UK GDPR, (b) the DPA 2018; (c) all applicable Law about the processing of personal data and privacy and guidance issued by the Information Commissioner and other regulatory authority; and (d) (to the extent that it applies) the EU GDPR (and in the event of conflict, the UK GDPR shall apply);
"Data Protection Liability Cap"	has the meaning given to it in row 14 of the Order Form;
"Data Protection Officer"	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;

"Data Subject Access Request"	a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;
"Data Subject"	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;
"Deliver"	hand over of the Deliverables to the Buyer at the address and on the date specified in the Order Form, which shall include unloading and stacking and any other specific arrangements agreed in accordance with clause 4.2. "Delivered" and "Delivery" shall be construed accordingly;
"Deliverables"	means the Goods, Services, and/or software to be supplied under the Contract as set out in the Order Form;
"DPA 2018"	the Data Protection Act 2018;
"EU GDPR"	Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation) as it has effect in EU law;
"Existing IPR"	any and all intellectual property rights that are owned by or licensed to either Party and which have been developed independently of the Contract (whether prior to the date of the Contract or otherwise);
"Expiry Date"	the date for expiry of the Contract as set out in the Order Form;
"FOIA"	the Freedom of Information Act 2000 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation;
"Force Majeure Event"	any event, circumstance, matter or cause affecting the performance by either the Buyer or the Supplier of its obligations arising from: (a) acts, events, omissions, happenings or non-happenings beyond the reasonable control of the Party seeking to claim relief in respect of a Force Majeure Event (the "**Affected Party**") which prevent or materially

	delay the Affected Party from performing its obligations under the Contract; (b) riots, civil commotion, war or armed conflict, acts of terrorism, nuclear, biological or chemical warfare; (c) acts of a Crown Body, local government or regulatory bodies; (d) fire, flood or any disaster; or (e) an industrial dispute affecting a third party for which a substitute third party is not reasonably available but excluding: (a) 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; (b) 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 (c) any failure of delay caused by a lack of funds, and which is not attributable to any wilful act, neglect or failure to take reasonable preventative action by that Party;
"Good Industry Practice"	standards, practices, methods and procedures conforming to the Law and the exercise of the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged within the relevant industry or business sector;
"Goods"	the goods to be supplied by the Supplier to the Buyer under the Contract;
"Government Data"	(a) the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, including any of the Buyer's confidential information, and which: (i) are supplied to the Supplier by or on behalf of the Buyer; or (ii) the Supplier is required to generate, process, store or transmit pursuant to the Contract; or

	(b) any Personal Data for which the Buyer is the Controller;
"Indemnifier"	a Party from whom an indemnity is sought under this Contract;
"Independent Controller"	a party which is Controller of the same Personal Data as the other Party and there is no element of joint control with regards to that Personal Data;
"Information Commissioner"	the UK's independent authority which deals with ensuring information relating to rights in the public interest and data privacy for individuals is met, whilst promoting openness by public bodies;
"Insolvency Event"	in respect of a person: (a) if that person is insolvent; (b) where that person is a company, LLP or a partnership, 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); (c) if an administrator or administrative receiver is appointed in respect of the whole or any part of the person's assets or business; (d) if the person makes any composition with its creditors; or (e) 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;
"IP Completion Day"	has the meaning given to it in the European Union (Withdrawal Agreement) Act 2020;
"Joint Controller Agreement"	the agreement (if any) entered into between the Buyer and the Supplier substantially in the form set out in Part B Joint Controller Agreement *(Optional)* of Annex 1 – Processing Personal Data;
"Joint Controllers"	Where two or more Controllers jointly determine the purposes and means of processing;
"Key Staff"	any persons specified as such in the Order Form or otherwise notified as such by the Buyer to the Supplier in writing, following agreement to the same by the Supplier;

"Law"	any law, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, bye-law, right within the meaning of the European Union (Withdrawal) Act 2018 as amended by European Union (Withdrawal Agreement) Act 2020, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body with which the Supplier is bound to comply;
"Material Breach"	a single serious breach or a number of breaches or repeated breaches (whether of the same or different obligations and regardless of whether such breaches are remedied)
"National Insurance"	contributions required by the Social Security Contributions and Benefits Act 1992 and made in accordance with the Social Security (Contributions) Regulations 2001 (SI 2001/1004);
"New IPR Items"	means a deliverable, document, product or other item within which New IPR subsists;
"New IPR"	all and intellectual property rights in any materials created or developed by or on behalf of the Supplier pursuant to the Contract but shall not include the Supplier's Existing IPR;
"Open Licence"	means any material that is published for use, with rights to access and modify, by any person for free, under a generally recognised open licence including Open Government Licence as set out at http://www.nationalarchives.gov.uk/doc/open-government-licence/version/3/ as updated from time to time and the Open Standards Principles documented at https://www.gov.uk/government/publications/open-standards-principles/open-standards-principles as updated from time to time;
"Order Form"	the order form signed by the Buyer and the Supplier printed above these Conditions;
"Party"	the Supplier or the Buyer (as appropriate) and "Parties" shall mean both of them;

"Personal Data Breach"	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires and includes any breach of Data Protection Legislation relevant to Personal Data processed pursuant to the Contract;
"Personal Data"	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;
"Prescribed Person"	a legal adviser, an MP or an appropriate body which a whistle-blower may make a disclosure to as detailed in 'Whistleblowing: list of prescribed people and bodies', 24 November 2016, available online at: https://www.gov.uk/government/publications/blowing-the-whistle-list-of-prescribed-people-and-bodies--2/whistleblowing-list-of-prescribed-people-and-bodies as updated from time to time;
"Processor Personnel"	all directors, officers, employees, agents, consultants and suppliers of the Processor and/or of any Subprocessor engaged in the performance of its obligations under the Contract;
"Processor"	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;
"Protective Measures"	technical and organisational measures which must take account of: (a) the nature of the data to be protected; (b) harm that might result from Data Loss Event; (c) state of technological development; (d) the cost of implementing any measures; including pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it;
"Purchase Order Number" or "PO Number"	the Buyer's unique number relating to the order for Deliverables to be supplied by the Supplier to the Buyer in accordance with the Contract;

"Rectification Plan"	the Supplier's plan (or revised plan) to rectify its Material Breach which shall include: (a) full details of the Material Breach that has occurred, including a root cause analysis; (b) the actual or anticipated effect of the Material Breach; and (c) the steps which the Supplier proposes to take to rectify the Material Breach (if applicable) and to prevent such Material Breach from recurring, including timescales for such steps and for the rectification of the Material Breach (where applicable);
"Regulations"	the Public Contracts Regulations 2015 and/or the Public Contracts (Scotland) Regulations 2015 (as the context requires) as amended from time to time;
"Request For Information"	has the meaning set out in the FOIA or the Environmental Information Regulations 2004 as relevant (where the meaning set out for the term "**request**" shall apply);
"Services"	the services to be supplied by the Supplier to the Buyer under the Contract;
"Specification"	the specification for the Deliverables to be supplied by the Supplier to the Buyer (including as to quantity, description and quality) as specified in the Order Form;
"Staff Vetting Procedures"	vetting procedures that accord with Good Industry Practice or, where applicable, the Buyer's procedures or policies for the vetting of personnel as specified in the Order Form or provided to the Supplier in writing following agreement to the same by the Supplier from time to time;
"Start Date"	the start date of the Contract set out in the Order Form;
"Sub-Contract"	any contract or agreement (or proposed contract or agreement), other than the Contract, pursuant to which a third party: (a) provides the Deliverables (or any part of them); (b) provides facilities or services necessary for the provision of the Deliverables (or any part of them); and/or

	(c) is responsible for the management, direction or control of the provision of the Deliverables (or any part of them);
"Subcontractor"	any person other than the Supplier, who is a party to a Sub-Contract and the servants or agents of that person;
"Subprocessor"	any third party appointed to process Personal Data on behalf of the Processor related to the Contract;
"Supplier Staff"	all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any Subcontractor of the Supplier engaged in the performance of the Supplier's obligations under the Contract;
"Supplier"	the person named as Supplier in the Order Form;
"Term"	the period from the Start Date to the Expiry Date as such period may be extended in accordance with clause 11.2 or terminated in accordance with the Contract;
"Third Party IPR"	intellectual property rights owned by a third party which is or will be used by the Supplier for the purpose of providing the Deliverables;
"Transparency Information"	In relation to Contracts with a value above the relevant threshold set out in Part 2 of the Regulations only, the content of the Contract, including any changes to this Contract agreed from time to time, as well as any information relating to the Deliverables and performance pursuant to the Contract required to be published by the Buyer to comply with its transparency obligations, including those set out in Public Procurement Policy Note 09/21 (update to legal and policy requirements to publish procurement information on Contracts Finder) (https://www.gov.uk/government/publications/ppn-0921-requirements-to-publish-on-contracts-finder) as updated from time to time and Public Procurement Policy Note 01/17 (update to transparency principles) where applicable (https://www.gov.uk/government/publications/procurement-policy-note-0117-update-to-transparency-principles) as updated from time to time except for: (a) any information which is exempt from disclosure in accordance with the provisions of the FOIA, which shall be determined by the Buyer; and (b) Confidential Information;

"UK GDPR"	has the meaning as set out in section 3(10) of the DPA 2018, supplemented by section 205(4);
"VAT"	value added tax in accordance with the provisions of the Value Added Tax Act 1994;
"Worker"	any one of the Supplier Staff which the Buyer, in its reasonable opinion, considers is an individual to which Procurement Policy Note 08/15 (Tax Arrangements of Public Appointees) (https://www.gov.uk/government/publications/procurement-policynote-0815-tax-arrangements-of-appointees)as updated from time to time applies in respect of the Deliverables; and
"Working Day"	a day (other than a Saturday or Sunday) on which banks are open for business in the City of London.

2 UNDERSTANDING THE CONTRACT

2.1 In the Contract, unless the context otherwise requires:

2.1.1 references to numbered clauses are references to the relevant clause in these Conditions;

2.1.2 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;

2.1.3 references to "writing" include printing, display on a screen and electronic transmission and other modes of representing or reproducing words in a visible form;

2.1.4 a reference to any Law includes a reference to that Law as amended, extended, consolidated, replaced or re-enacted from time to time (including as a consequence of the Retained EU Law (Revocation and Reform) Act) and to any legislation or byelaw made under that Law;

2.1.5 the word "including", "for example" and similar words shall be understood as if they were immediately followed by the words "without limitation";

2.1.6 any reference which, immediately before IP Completion Day (or such later date when relevant EU law ceases to have effect pursuant to section 1A of the European Union (Withdrawal) Act 2018), is a reference to (as it has effect from time to time) any EU regulation, EU decision, EU tertiary legislation or provision of the EEA agreement ("**EU References**") which is to form part of domestic law by application of section 3 of the European Union (Withdrawal) Act 2018 and which shall be read on and after IP Completion Day as a reference to the EU References as they form part of domestic law by virtue of section 3 of the European Union (Withdrawal) Act 2018 as modified by domestic law from time to time.

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 (if any) 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

4.1.1 The Supplier must provide Deliverables:

4.1.1.1 in accordance with the Specification, the tender in [Annex 4 – Supplier Tender] (where applicable) and the Contract;

4.1.1.2 using reasonable skill and care;

4.1.1.3 using Good Industry Practice;

4.1.1.4 using its own policies, processes and internal quality control measures as long as they don't conflict with the Contract;

4.1.1.5 on the dates agreed; and

4.1.1.6 that comply with all Law.

4.1.2 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

4.2.1 All Goods delivered must be new, or as new if recycled, unused and of recent origin.

4.2.2 The Supplier transfers ownership of the Goods on completion of Delivery or payment for those Goods, whichever is earlier.

4.2.3 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 3 Working Days of Delivery.

4.2.4 The Supplier warrants that it has full and unrestricted ownership of the Goods at the time of transfer of ownership.

4.2.5 The Supplier must Deliver the Goods on the date and to the location specified in the Order Form, during the Buyer's working hours (unless otherwise specified in the Order Form).

4.2.6 The Supplier must provide sufficient packaging for the Goods to reach the point of Delivery safely and undamaged.

4.2.7 All deliveries must have a delivery note attached that specifies the order number, type and quantity of Goods.

4.2.8 The Supplier must provide all tools, information and instructions the Buyer needs to make use of the Goods.

4.2.9 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.

4.2.10 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 endeavours to minimise these costs.

4.2.11 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.

4.2.12 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 the Buyer 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 Subcontractors or Supplier Staff.

4.3 Services clauses

4.3.1 Late Delivery of the Services will be a default of the Contract.

4.3.2 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 the security requirements (where any such requirements have been provided).

4.3.3 The Buyer must provide the Supplier with reasonable access to its premises at reasonable times for the purpose of supplying the Services

4.3.4 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.

4.3.5 The Supplier must allocate sufficient resources and appropriate expertise to the Contract.

4.3.6 The Supplier must take all reasonable care to ensure performance does not disrupt the Buyer's operations, employees or other contractors.

4.3.7 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.

4.3.8 The Supplier must ensure all Services, and anything used to deliver the Services, are of good quality and free from defects.

4.3.9 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 must invoice the Buyer for the charges in the Order Form.

5.2 All Charges:

5.2.1 exclude VAT, which is payable on provision of a valid VAT invoice; and

5.2.2 include all costs and expenses 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 invoice or in the Order Form.

5.4 A Supplier invoice is only valid if it:

5.4.1 includes all appropriate references including the Purchase Order Number and other details reasonably requested by the Buyer; and

5.4.2 includes a detailed breakdown of Deliverables which have been delivered.

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 36.

5.6 The Buyer may retain or set-off payment of any amount owed to it by the Supplier under this Contract or any other agreement between the Supplier and the Buyer 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:

6.1.1 the Buyer cannot terminate the Contract under clause 11;

6.1.2 the Supplier is entitled to reasonable and proven additional expenses and to relief from liability under this Contract;

6.1.3 the Supplier is entitled to additional time needed to deliver the Deliverables; and

6.1.4 the Supplier cannot suspend the ongoing supply of Deliverables.

6.2 Clause 6.1 only applies if the Supplier:

6.2.1 gives notice to the Buyer within 10 Working Days of becoming aware;

6.2.2 demonstrates that the failure only happened because of the Buyer Cause; and

6.2.3 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 7 years after the date of expiry or termination of the Contract and in accordance with the UK GDPR or the EU GDPR as the context requires.

7.3 The Supplier must allow any auditor appointed by the Buyer access to its premises to verify all contract accounts and records of everything to do with the Contract and provide copies for the Audit.

7.4 The Buyer or an auditor can Audit the Supplier.

7.5 During an Audit, the Supplier must provide information to the auditor and reasonable co-operation at their request.

7.6 The Parties will bear their own costs when an Audit is undertaken unless the Audit identifies a Material Breach by the Supplier, in which case the Supplier will repay the Buyer's reasonable costs in connection with the Audit.

7.7 If the Supplier is not providing any of the Deliverables, or is unable to provide them, it must immediately:

7.7.1 tell the Buyer and give reasons;

7.7.2 propose corrective action; and

7.7.3 provide a deadline for completing the corrective action.

7.8 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:

7.8.1 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; and

7.8.2 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) and the consequences of termination in Clause 11.5.1 shall apply.

7.9 If there is a Material Breach, the Supplier must notify the Buyer within 3 Working Days of the Supplier becoming aware of the Material Breach. The Buyer may request that the Supplier provide a Rectification Plan within 10 Working Days of the Buyer's request alongside any additional documentation that the Buyer requires. Once such Rectification Plan is agreed between the Parties (without the Buyer limiting its rights) the Supplier must immediately start work on the actions in the Rectification Plan at its own cost.

8 SUPPLIER STAFF

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

8.1.1 be appropriately trained and qualified;

8.1.2 be vetted in accordance with the Staff Vetting Procedures; and

8.1.3 comply with all conduct requirements when on the Buyer's premises.

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

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

8.5 The Buyer indemnifies the Supplier against all claims brought by any person employed or engaged by the Buyer caused by an act or omission of the Buyer or any of the Buyer's employees, agents, consultants and contractors.

8.6 The Supplier shall use those persons nominated (if any) as Key Staff in the Order Form or otherwise notified as such by the Buyer to the Supplier in writing, following agreement to the same by the Supplier to provide the Deliverables and shall not remove or replace any of them unless:

8.6.1 requested to do so by the Buyer or the Buyer approves such removal or replacement (not to be unreasonably withheld or delayed);

8.6.2 the person concerned resigns, retires or dies or is on parental or long-term sick leave; or

8.6.3 the person's employment or contractual arrangement with the Supplier or any Subcontractor is terminated for material breach of contract by the employee.

8.7 The Supplier shall ensure that no person who discloses that they have a conviction that is relevant to the nature of the Contract, relevant to the work of the Buyer, or is of a type otherwise advised by the Buyer (each such conviction a "**Relevant Conviction**"), or is found by the Supplier to have a Relevant Conviction (whether as a result of a police check, a disclosure and barring service check or otherwise) is employed or engaged in the provision of any part of the Deliverables.

9 RIGHTS AND PROTECTION

9.1 The Supplier warrants and represents that:

9.1.1 it has full capacity and authority to enter into and to perform the Contract;

9.1.2 the Contract is entered into by its authorised representative;

9.1.3 it is a legally valid and existing organisation incorporated in the place it was formed;

9.1.4 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;

9.1.5 all necessary rights, authorisations, licences and consents (including in relation to IPRs) are in place to enable the Supplier to perform its obligations under the Contract and the Buyer to receive the Deliverables;

9.1.6 it doesn't have any contractual obligations which are likely to have a material adverse effect on its ability to perform the Contract; and

9.1.7 it is not impacted by an Insolvency Event.

9.2 The warranties and representations in clause 3.3 and 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:

9.3.1 wilful misconduct of the Supplier, any of its Subcontractor and/or Supplier Staff that impacts the Contract; and

9.3.2 non-payment by the Supplier of any tax or National Insurance.

9.4 If the Supplier becomes aware of a representation or warranty made in relation to the Contract 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 for free.

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, sub-licensable worldwide licence to use, copy and adapt the Supplier's Existing IPR to enable the Buyer and its sub-licensees to both:

10.1.1 receive and use the Deliverables; and

10.1.2 use the New IPR.

The termination or expiry of the Contract does not terminate any licence granted under this clause 10.

10.2 Any New IPR created under the Contract is owned by the Buyer. The Buyer gives the Supplier a royalty-free, non-exclusive, non-transferable licence to use, copy, and adapt any Existing IPRs and the New IPR which the Supplier reasonably requires for the purpose of fulfilling its obligations during the Term and commercially exploiting the New IPR developed under the Contract. This licence is sub-licensable to a Subcontractor for the purpose of enabling the Supplier to fulfil its obligations under the Contract, and in that case the Subcontractor must enter into a confidentiality undertaking with the Supplier on the same terms as set out in clause 15 (What you must keep confidential).

10.3 Unless otherwise agreed in writing, the Supplier and the Buyer will record any New IPR and keep this record updated throughout the Term.

10.4 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.

10.5 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 this clause 10 or otherwise agreed in writing.

10.6 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.

10.7 If an IPR Claim is made or anticipated, the Supplier must at its own option and expense, either:

10.7.1 obtain for the Buyer the rights in clause 10.1 without infringing any third party intellectual property rights; and

10.7.2 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.

10.7.3 If the Supplier is not able to resolve the IPR Claim to the Buyer's reasonable satisfaction within a reasonable time, the Buyer may give written notice that it terminates the Contract from the date set out in the notice, or where no date is given in the notice, the date of the notice. On termination, the consequences of termination in clauses 11.5.1 shall apply.

10.8 The Supplier shall not use in the Delivery of the Deliverables any Third Party IPR unless:

10.8.1 the Buyer gives its approval to do so; and

10.8.2 one of the following conditions applies:

10.8.2.1 the owner or an authorised licensor of the relevant Third Party IPR has granted the Buyer a direct licence that provides the Buyer with the rights in clause 10.1; or

10.8.2.2 if the Supplier cannot, after commercially reasonable endeavours, obtain for the Buyer a direct licence to the Third Party IPR as set out in clause 10.8.2.1:

(a) the Supplier provides the Buyer with details of the licence terms it can obtain and the identity of those licensors;

(b) the Buyer agrees to those licence terms; and

(c) the owner or authorised licensor of the Third Party IPR grants a direct licence to the Buyer on those terms; or

10.8.2.3 the Buyer approves in writing, with reference to the acts authorised and the specific intellectual property rights involved.

10.9 In spite of any other provisions of the Contract and for the avoidance of doubt, award of this Contract by the Buyer and the ordering of any Deliverable under it, does not constitute an authorisation by the Crown under Sections 55 and 56 of the Patents Act 1977, Section 12 of the Registered Designs Act 1949 or Sections 240 – 243 of the Copyright, Designs and Patents Act 1988.

11 ENDING THE CONTRACT

11.1 The Contract takes effect on the Start Date and ends on the earlier of the Expiry Date 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

11.3.1 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 11.6.2 applies.

11.4 When the Buyer can end the Contract

11.4.1 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 and the consequences of termination in Clause 11.5.1 shall apply:

11.4.1.1 there's a Supplier Insolvency Event;

11.4.1.2 the Supplier is in Material Breach of the Contract;

11.4.1.3 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;

11.4.1.4 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;

11.4.1.5 the Supplier or its affiliates embarrass or bring the Buyer into disrepute or diminish the public trust in them; or

11.4.1.6 the Supplier fails to comply with its legal obligations in the fields of environmental, social, equality or employment Law when providing the Deliverables.

11.4.2 If any of the events in 73(1) (a) or (b) of the Regulations happen, the Buyer has the right to immediately terminate the Contract and clauses 11.5.1.2 to 11.5.1.7 apply.

11.5 What happens if the Contract ends

11.5.1 Where the Buyer terminates the Contract under clause 10.9, 11.4, 7.8.2, 28.4.2, or Paragraph **Error! Reference source not found.** of Part B Joint Controller Agreement *(Optional)* of Annex 1 – Processing Personal Data (if used), all of the following apply:

11.5.1.1 the Supplier is responsible for the Buyer's reasonable costs of procuring replacement Deliverables for the rest of the term of the Contract;

11.5.1.2 the Buyer's payment obligations under the terminated Contract stop immediately;

11.5.1.3 accumulated rights of the Parties are not affected;

11.5.1.4 the Supplier must promptly delete or return the Government Data except where required to retain copies by Law;

11.5.1.5 the Supplier must promptly return any of the Buyer's property provided under the Contract;

11.5.1.6 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; and

11.5.1.7 the Supplier must repay to the Buyer all the Charges that it has been paid in advance for Deliverables that it has not provided as at the date of termination or expiry.

11.5.2 The following clauses survive the expiry or termination of the Contract: 1, 4.2.9, 5, 7, 8.4, 10, 11.5, 12, 14, 15, 16, 18, 19, 32.2.2, 36 and 37 and any clauses which are expressly or by implication intended to continue.

11.6 When the Supplier can end the Contract and what happens when the contract ends (Buyer and Supplier termination)

11.6.1 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.

11.6.2 Where the Buyer terminates the Contract in accordance with clause 11.3 or the Supplier terminates the Contract under clause 11.6 or 23.4:

11.6.2.1 the Buyer must promptly pay all outstanding charges incurred by the Supplier;

11.6.2.2 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; and

11.6.2.3 clauses 11.5.1.2 to 11.5.1.7 apply.

11.6.3 The Supplier also has the right to terminate the Contract in accordance with Clauses 20.3 and 23.4.

11.7 Partially ending and suspending the Contract

11.7.1 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.

11.7.2 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.

11.7.3 The Parties must agree (in accordance with clause 25) any necessary variation required by clause 11.7, but the Supplier may not either:

11.7.3.1 reject the variation; or

11.7.3.2 increase the Charges, except where the right to partial termination is under clause 11.3.

11.7.4 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:

12.2.1 any indirect losses; and/or

12.2.2 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:

12.3.1 its liability for death or personal injury caused by its negligence, or that of its employees, agents or Subcontractors;

12.3.2 its liability for bribery or fraud or fraudulent misrepresentation by it or its employees; or

12.3.3 any liability that cannot be excluded or limited by Law.

12.4 In spite of clause 12.1, the Supplier does not limit or exclude its liability for any indemnity given under clauses 8.4, 9.3.2, 10.6, or 32.2.2.

12.5 In spite of clause 12.1, the Buyer does not limit or exclude its liability for any indemnity given under clause 8.5.

12.6 Notwithstanding clause 12.1, but subject to clauses 12.1 and 12.3, the Supplier's total aggregate liability under clause 14.7.5 shall not exceed the Data Protection Liability Cap.

12.7 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.

12.8 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, in connection with provision of the Deliverables:

13.1.1 is expected to meet and have its Subcontractors meet the standards set out in the Supplier Code of Conduct: (https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/1163536/Supplier_Code_of_Conduct_v3.pdff) as such Code of Conduct may be updated from time to time, and such other sustainability requirements as set out in the Order Form. The Buyer also expects to meet this Code of Conduct;

13.1.2 must comply with the provisions of the Official Secrets Acts 1911 to 1989 and section 182 of the Finance Act 1989;

13.1.3 must support the Buyer in fulfilling its Public Sector Equality duty under section 149 of the Equality Act 2010;

13.1.4 must comply with the model contract terms contained in (a) to (m) of Annex C of the guidance to PPN 02/23 (Tackling Modern Slavery in Government Supply Chains),[1] as such clauses may be amended or updated from time to time; and

13.1.5 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, as updated from time to time.

13.2 The Supplier indemnifies the Buyer against any costs resulting from any default by the Supplier relating to any applicable Law to do with the Contract.

13.3 The Supplier must appoint a compliance officer who must be responsible for ensuring that the Supplier complies with Law, clause 13.1 and clauses 27 to 34.

[1] https://www.gov.uk/government/publications/ppn-0223-tackling-modern-slavery-in-government-supply-chains

14 DATA PROTECTION AND SECURITY

14.1 The Supplier must not remove any ownership or security notices in or relating to the Government Data.

14.2 The Supplier must make accessible back-ups of all Government Data, stored in an agreed off-site location and send the Buyer copies via secure encrypted method upon reasonable request.

14.3 The Supplier must ensure that any Supplier, Subcontractor, or Subprocessor system holding any Government Data, including back-up data, is a secure system that complies with the security requirements specified in the Order Form or otherwise in writing by the Buyer (where any such requirements have been provided).

14.4 If at any time the Supplier suspects or has reason to believe that the Government Data is corrupted, lost or sufficiently degraded, then the Supplier must immediately notify the Buyer and suggest remedial action.

14.5 If the Government Data is corrupted, lost or sufficiently degraded so as to be unusable the Buyer may either or both:

14.5.1 tell the Supplier to restore or get restored Government Data as soon as practical but no later than 5 Working Days from the date that the Buyer receives notice, or the Supplier finds out about the issue, whichever is earlier; and/or

14.5.2 restore the Government Data itself or using a third party.

14.6 The Supplier must pay each Party's reasonable costs of complying with clause 14.5 unless the Buyer is at fault.

14.7 The Supplier:

14.7.1 must provide the Buyer with all Government Data in an agreed format (provided it is secure and readable) within 10 Working Days of a written request;

14.7.2 must have documented processes to guarantee prompt availability of Government Data if the Supplier stops trading;

14.7.3 must securely destroy all storage media that has held Government Data at the end of life of that media using Good Industry Practice, other than in relation to Government Data which is owned or licenced by the Supplier or in respect of which the Parties are Independent Controllers or Joint Controllers;

14.7.4 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, other than in relation to Government Data which is owned or licenced by the Supplier or in respect of which the Parties are Independent Controllers or Joint Controllers; and

14.7.5 indemnifies the Buyer against any and all losses incurred if the Supplier breaches clause 14 or any Data Protection Legislation.

14.8 The Parties acknowledge that for the purposes of the Data Protection Legislation, the nature of the activity carried out by each of them in relation to their respective obligations under the Contract dictates the status of each party under the DPA 2018. A Party may act as:

14.8.1 "Controller" in respect of the other Party who is "Processor";

14.8.2 "Processor" in respect of the other Party who is "Controller";

14.8.3 "Joint Controller" with the other Party;

14.8.4 "Independent Controller" of the Personal Data where the other Party is also "Controller",

in respect of certain Personal Data under the Contract and shall specify in Part A Authorised Processing Template of Annex 1 – Processing Personal Data which scenario they think shall apply in each situation.

14.9 Where one Party is Controller and the other Party its Processor

14.9.1 Where a Party is a Processor, the only processing that the Processor is authorised to do is listed in Part A Authorised Processing Template of Annex 1 – Processing Personal Data by the Controller and may not be determined by the Processor. The term "processing" and any associated terms are to be read in accordance with Article 4 of the UK GDPR and EU GDPR (as applicable).

14.9.2 The Processor must notify the Controller immediately if it thinks the Controller's instructions breach the Data Protection Legislation.

14.9.3 The Processor must give all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment before starting any processing, which may include, at the discretion of the Controller:

14.9.3.1 a systematic description of the expected processing and its purpose;

14.9.3.2 the necessity and proportionality of the processing operations;

14.9.3.3 the risks to the rights and freedoms of Data Subjects; and

14.9.3.4 the intended measures to address the risks, including safeguards, security measures and mechanisms to protect Personal Data.

14.9.4 The Processor must, in in relation to any Personal Data processed under this Contract:

14.9.4.1 process that Personal Data only in accordance with Part A Authorised Processing Template of Annex 1 – Processing Personal Data unless the Processor is required to do otherwise by Law. If lawful to notify the Controller, the Processor must promptly notify the Controller if the Processor is otherwise required to process Personal Data by Law before processing it.

14.9.4.2 put in place appropriate Protective Measures to protect against a Data Loss Event which must be approved by the Controller.

14.9.4.3 Ensure that:

(a) the Processor Personnel do not process Personal Data except in accordance with this Contract (and in particular Part A Authorised Processing Template of Annex 1 – Processing Personal Data);

(b) it uses best endeavours to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:

(i) are aware of and comply with the Processor's duties under this clause 14;

(ii) are subject to appropriate confidentiality undertakings with the Processor or any Subprocessor;

(iii) 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 Controller or as otherwise allowed by the Contract; and

(iv) have undergone adequate training in the use, care, protection and handling of Personal Data.

(c) the Processor must not transfer Personal Data outside of the UK and/or the EEA unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:

(d) the transfer is in accordance with Article 45 of the UK GDPR (or section 74A of DPA 2018) and/or the transfer is in accordance with Article 45 of the EU GDPR (where applicable); or

(e) the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with UK GDPR Article 46 or section 75 of the DPA 2018) and/or the transfer is in accordance with Article 46 of the EU GDPR (where applicable) as determined by the Controller which could include relevant parties entering into:

(i) where the transfer is subject to UK GDPR:

(A) the International Data Transfer Agreement (the "**IDTA**"), as published by the Information Commissioner's Office from time to time under section 119A(1) of the DPA 2018 as well as any additional measures determined by the Controller;

(B) the European Commission's Standard Contractual Clauses per decision 2021/914/EU or such updated version of such Standard Contractual Clauses as are published by the European Commission from time to time ("**EU SCCs**"), together with the UK International Data Transfer Agreement Addendum to the EU SCCs (the "**Addendum**") as published by the Information Commissioner's Office from time to time; and/or

(ii) where the transfer is subject to EU GDPR, the EU SCCs,

as well as any additional measures determined by the Controller being implemented by the importing party;

(f) the Data Subject has enforceable rights and effective legal remedies when transferred;

(g) the Processor meets its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and

(h) the Processor complies with the Controller's reasonable prior instructions about the processing of the Personal Data.

14.9.5 The Processor must at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the Contract unless the Processor is required by Law to retain the Personal Data.

14.9.6 The Processor must notify the Controller immediately if it:

14.9.6.1 receives a Data Subject Access Request (or purported Data Subject Access Request);

14.9.6.2 receives a request to rectify, block or erase any Personal Data;

14.9.6.3 receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;

14.9.6.4 receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Contract;

14.9.6.5 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; and

14.9.6.6 becomes aware of a Data Loss Event.

14.9.7 Any requirement to notify under clause 14.9.6 includes the provision of further information to the Controller in stages as details become available.

14.9.8 The Processor must promptly provide the Controller with full assistance in relation to any Party's obligations under Data Protection Legislation and any complaint, communication or request made under clause 14.9.6. This includes giving the Controller:

14.9.8.1 full details and copies of the complaint, communication or request;

14.9.8.2 reasonably requested assistance so that it can comply with a Data Subject Access Request within the relevant timescales in the Data Protection Legislation;

14.9.8.3 any Personal Data it holds in relation to a Data Subject on request;

14.9.8.4 assistance that it requests following any Data Loss Event; and

14.9.8.5 assistance that it requests relating to a consultation with, or request from, the Information Commissioner's Office or any other regulatory authority.

14.9.9 The Processor must maintain full, accurate records and information to show it complies with this clause 14. This requirement does not apply where the Processor employs fewer than 250 staff, unless either the Controller determines that the processing:

14.9.9.1 is not occasional;

14.9.9.2 includes special categories of data as referred to in Article 9(1) of the UK GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the UK GDPR; or

14.9.9.3 is likely to result in a risk to the rights and freedoms of Data Subjects.

14.9.10 The Parties shall designate a Data Protection Officer if required by the Data Protection Legislation.

14.9.11 Before allowing any Subprocessor to process any Personal Data, the Processor must:

14.9.11.1 notify the Controller in writing of the intended Subprocessor and processing;

14.9.11.2 obtain the written consent of the Controller;

14.9.11.3 enter into a written contract with the Subprocessor so that this clause 14 applies to the Subprocessor; and

14.9.11.4 provide the Controller with any information about the Subprocessor that the Controller reasonably requires.

14.9.12 The Processor remains fully liable for all acts or omissions of any Subprocessor.

14.9.13 The Parties agree to take account of any guidance issued by the Information Commissioner's Office or any other regulatory authority.

14.10 Joint Controllers of Personal Data

14.10.1 In the event that the Parties are Joint Controllers in respect of Personal Data under the Contract, the Parties shall implement paragraphs that are necessary to comply with UK GDPR Article 26 based on the terms set out in Part B Joint Controller Agreement *(Optional)* of Annex 1 – Processing Personal Data.

14.11 Independent Controllers of Personal Data

14.11.1 In the event that the Parties are Independent Controllers in respect of Personal Data under the Contract, the terms set out in Part C Independent Controllers *(Optional)* of Annex 1 – Processing Personal Data shall apply to this Contract.

15 WHAT YOU MUST KEEP CONFIDENTIAL

15.1 Each Party must:

15.1.1 keep all Confidential Information it receives confidential and secure;

15.1.2 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; and

15.1.3 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:

15.2.1 where disclosure is required by applicable Law if the recipient Party notifies the disclosing Party of the full circumstances, the affected Confidential Information and extent of the disclosure;

15.2.2 if the recipient Party already had the information without obligation of confidentiality before it was disclosed by the disclosing Party;

15.2.3 if the information was given to it by a third party without obligation of confidentiality;

15.2.4 if the information was in the public domain at the time of the disclosure;

15.2.5 if the information was independently developed without access to the disclosing Party's Confidential Information;

15.2.6 on a confidential basis, to its auditors or for the purposes of regulatory requirements;

15.2.7 on a confidential basis, to its professional advisers on a need-to-know basis; and

15.2.8 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 shall remain responsible at all times for compliance with the confidentiality obligations set out in this Contract by the persons to whom disclosure has been made.

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

15.4.1 on a confidential basis to the employees, agents, consultants and contractors of the Buyer;

15.4.2 on a confidential basis to any Crown Body, any successor body to a Crown Body or any company that the Buyer transfers or proposes to transfer all or any part of its business to;

15.4.3 if the Buyer (acting reasonably) considers disclosure necessary or appropriate to carry out its public functions;

15.4.4 where requested by Parliament; and

15.4.5 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 Transparency Information, and 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 endeavours to ensure that Supplier Staff do not either.

16 WHEN YOU CAN SHARE INFORMATION

16.1 The Supplier must tell the Buyer within 48 hours if it receives a Request For Information.

16.2 In accordance with a reasonable timetable and in any event within 5 Working Days of a request from the Buyer, the Supplier must give the Buyer full co-operation and information needed so the Buyer can:

16.2.1 comply with any Request For Information

16.2.2 if the Contract has a value over the relevant threshold in Part 2 of the Regulations, comply with any of its obligations in relation to publishing Transparency Information.

16.3 To the extent that it is allowed and practical to do so, the Buyer will use reasonable endeavours to notify the Supplier of a Request For Information and 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 in its absolute discretion.

17 INSURANCE

17.1 The Supplier shall ensure it has adequate insurance cover for this Contract.

18 INVALID PARTS OF THE CONTRACT

18.1 If any provision or part-provision of this Contract is or becomes invalid, illegal or unenforceable for any reason, such provision or part-provision shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Contract. The provisions incorporated into the Contract are the entire agreement between the Parties. The Contract replaces all previous statements, or agreements whether written or oral. No other provisions apply.

19 OTHER PEOPLE'S RIGHTS IN THE CONTRACT

19.1 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:

20.1.1 provides written notice to the other Party; and

20.1.2 uses all reasonable measures practical to reduce the impact of the Force Majeure Event.

20.2 Any failure or delay by the Supplier to perform its obligations under the Contract that is due to a failure or delay by an agent, Subcontractor and/or Supplier Staff will only be considered a Force Majeure Event if that third party is itself prevented from complying with an obligation to the Supplier due to a Force Majeure Event.

20.3 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 and the consequences of termination in Clauses 11.5.1.2 to 11.5.1.7 shall apply.

20.4 Where a Party terminates under clause 20.3:

20.4.1 each Party must cover its own losses; and

20.4.2 clauses 11.5.1.2 to 11.5.1.7 apply.

21 RELATIONSHIPS CREATED BY THE CONTRACT

21.1 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

22.1 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, novate or in any other way dispose of the Contract or any part of it 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.

24 SUPPLY CHAIN

24.1 The Supplier cannot sub-contract the Contract or any part of it without the Buyer's prior written consent. The Supplier shall provide the Buyer with the name of any Subcontractor the Supplier proposes to engage for the purposes of the Contract. The decision of the Buyer to consent or not will not be unreasonably withheld or delayed. If the Buyer does not communicate a decision to the Supplier within 10 Working Days of the request for consent then its consent will be deemed to have been given. The Buyer may reasonably withhold its consent to the appointment of a Subcontractor if it considers that:

24.1.1 the appointment of a proposed Subcontractor may prejudice the provision of the Deliverables or may be contrary to its interests;

24.1.2 the proposed Subcontractor is unreliable and/or has not provided reliable goods and or reasonable services to its other customers; and/or

24.1.3 the proposed Subcontractor employs unfit persons.

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

24.2.1 their name;

24.2.2 the scope of their appointment; and

24.2.3 the duration of their appointment.

24.3 The Supplier must exercise due skill and care when it selects and appoints Subcontractors.

24.4 For Sub-Contracts in the Supplier's supply chain entered into wholly or substantially for the purpose of performing or contributing to the performance of the whole or any part of this Contract:

24.4.1 where such Sub-Contracts are entered into after the Start Date, the Supplier will ensure that they all contain provisions that; or

24.4.2 where such Sub-Contracts are entered into before the Start Date, the Supplier will take all reasonable endeavours to ensure that they all contain provisions that:

24.4.2.1 allow the Supplier to terminate the Sub-Contract if the Subcontractor fails to comply with its obligations in respect of environmental, social, equality or employment Law;

24.4.2.2 require the Supplier to pay all Subcontractors in full, within 30 days of receiving a valid, undisputed invoice; and

24.4.2.3 allow the Buyer to publish the details of the late payment or non-payment if this 30-day limit is exceeded.

24.5 At the Buyer's request, the Supplier must terminate any Sub-Contracts in any of the following events:

24.5.1 there is a change of control within the meaning of Section 450 of the Corporation Tax Act 2010 of a Subcontractor which isn't pre-approved by the Buyer in writing;

24.5.2 the acts or omissions of the Subcontractor have caused or materially contributed to a right of termination under Clause 11.4;

24.5.3 a Subcontractor or its Affiliates embarrasses or brings into disrepute or diminishes the public trust in the Buyer;

24.5.4 the Subcontractor fails to comply with its obligations in respect of environmental, social, equality or employment Law; and/or

24.5.5 the Buyer has found grounds to exclude the Subcontractor in accordance with Regulation 57 of the Regulations.

24.6 The Supplier is responsible for all acts and omissions of its Subcontractors and those employed or engaged by them as if they were its own.

25 CHANGING THE CONTRACT

25.1 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.

26 HOW TO COMMUNICATE ABOUT THE CONTRACT

26.1 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 at 9am on the first Working Day after sending unless an error message is received.

26.2 Notices to the Buyer or Supplier must be sent to their address or email address in the Order Form.

26.3 This clause does not apply to the service of legal proceedings or any documents in any legal action, arbitration or dispute resolution.

27 DEALING WITH CLAIMS

27.1 If a Beneficiary becomes aware of any Claim, then it must notify the Indemnifier as soon as reasonably practical.

27.2 at the Indemnifier's cost the Beneficiary must:

27.2.1 allow the Indemnifier to conduct all negotiations and proceedings to do with a Claim;

27.2.2 give the Indemnifier reasonable assistance with the Claim if requested; and

27.2.3 not make admissions about the Claim without the prior written consent of the Indemnifier which cannot be unreasonably withheld or delayed.

27.3 The Beneficiary must:

27.3.1 consider and defend the Claim diligently and in a way that does not damage the Beneficiary's reputation; and

27.3.2 not settle or compromise any Claim without the Beneficiary's prior written consent which it must not unreasonably withhold or delay.

28 PREVENTING FRAUD, BRIBERY AND CORRUPTION

28.1 The Supplier shall not:

28.1.1 commit any criminal offence referred to in 57(1) and 57(2) of the Regulations; or

28.1.2 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.

28.2 The Supplier shall take all reasonable endeavours (including creating, maintaining and enforcing adequate policies, procedures and records), in accordance with Good Industry Practice, to prevent any matters referred to in clause 28.1 and any fraud by the Supplier 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.

28.3 If the Supplier notifies the Buyer as required by clause 28.2, the Supplier must respond promptly to their further enquiries, co-operate with any investigation and allow the Audit of any books, records and relevant documentation.

28.4 If the Supplier or the Supplier Staff engages in conduct prohibited by clause 28.1 or commits fraud in relation to the Contract or any other contract with the Crown (including the Buyer) the Buyer may:

28.4.1 require the Supplier to remove any Supplier Staff from providing the Deliverables if their acts or omissions have caused the default; and

28.4.2 immediately terminate the Contract and the consequences of termination in Clause 11.5.1 shall apply.

29 EQUALITY, DIVERSITY AND HUMAN RIGHTS

29.1 The Supplier must follow all applicable employment and equality Law when they perform their obligations under the Contract, including:

29.1.1 protections against discrimination on the grounds of race, sex, gender reassignment, religion or belief, disability, sexual orientation, pregnancy, maternity, age or otherwise; and

29.1.2 any other requirements and instructions which the Buyer reasonably imposes related to equality Law.

29.2 The Supplier must use all reasonable endeavours, 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.

30 HEALTH AND SAFETY

30.1 The Supplier must perform its obligations meeting the requirements of:

30.1.1 all applicable Law regarding health and safety; and

30.1.2 the Buyer's current health and safety policy while at the Buyer's premises, as provided to the Supplier.

30.2 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.

31 ENVIRONMENT AND SUSTAINABILITY

31.1 In performing its obligations under the Contract, the Supplier shall, to the reasonable satisfaction of the Buyer:

31.1.1 meet, in all material respects, the requirements of all applicable Laws regarding the environment; and

31.1.2 comply with its obligations under the Buyer's current environmental policy, which the Buyer must provide, and make Supplier Staff aware of such policy.

32 TAX

32.1 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.

32.2 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 Contract, the Supplier must both:

32.2.1 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; and

32.2.2 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 Term in connection with the provision of the Deliverables by the Supplier or any of the Supplier Staff.

32.3 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 requirements that:

32.3.1 the Buyer may, at any time during the term of the Contract, request that the Worker provides information which demonstrates they comply with clause 32.2, or why those requirements do not apply, the Buyer can specify the information the Worker must provide and the deadline for responding;

32.3.2 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;

32.3.3 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 32.2 or confirms that the Worker is not complying with those requirements; and

32.3.4 the Buyer may supply any information they receive from the Worker to HMRC for revenue collection and management.

33 CONFLICT OF INTEREST

33.1 The Supplier must take action to ensure that neither the Supplier nor the Supplier Staff are placed in the position of an actual, potential or perceived Conflict of Interest.

33.2 The Supplier must promptly notify and provide details to the Buyer if an actual, potential or perceived Conflict of Interest happens or is expected to happen.

33.3 The Buyer will consider whether there are any appropriate measures that can be put in place to remedy an actual, perceived or potential Conflict of Interest. If, in the reasonable opinion of the Buyer, such measures do not or will not resolve an actual or potential conflict of interest, the Buyer may terminate the Contract immediately by giving notice in writing to the Supplier where there is or may be an actual or potential Conflict of Interest and Clauses 11.5.1.2 to 11.5.1.7 shall apply.

34 REPORTING A BREACH OF THE CONTRACT

34.1 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 27 to 33.

34.2 The Supplier must not retaliate against any of the Supplier Staff who in good faith reports a breach listed in clause 34.1 to the Buyer or a Prescribed Person.

35 FURTHER ASSURANCES

35.1 Each Party will, at the request and cost of the other Party, do all things which may be reasonably necessary to give effect to the meaning of this Contract.

36 RESOLVING DISPUTES

36.1 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 by commercial negotiation.

36.2 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 36.3 to 36.5.

36.3 Unless the Buyer refers the dispute to arbitration using clause 36.4, the Parties irrevocably agree that the courts of England and Wales have exclusive jurisdiction. :

36.4 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.

36.5 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 36.3, 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 36.4.

36.6 The Supplier cannot suspend the performance of the Contract during any dispute.

37 WHICH LAW APPLIES

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

V. Annex 1 – Processing Personal Data

Part A Authorised Processing Template

This Annex shall be completed by the Controller, who may take account of the view of the Processor, however the final decision as to the content of this Schedule shall be with the Controller at its absolute discretion.

The contact details of the Controller's Data Protection Officer are: informationmanagement@food.gov.uk

The contact details of the Processor's Data Protection Officer are: penny.thorne@vorenta.com

The Processor shall comply with any further written instructions with respect to processing by the Controller.

Any such further instructions shall be incorporated into this Annex.

Description of authorised processing	Details
Identity of Controller and Processor / Independent Controllers / Joint Controllers for each category of Personal Data	The Supplier has confirmed in Annex 4 – Supplier Tender that no personal data is to be processed as part of this Contract.
Subject matter of the processing	
Duration of the processing	
Nature and purposes of the processing	
Type of Personal Data being processed	
Categories of Data Subject	
Plan for return and destruction of the data once the processing is complete UNLESS requirement under law to preserve that type of data	

Locations at which the Supplier and/or its Subcontractors process Personal Data under this Contract and International transfers and legal gateway	
Protective Measures that the Supplier and, where applicable, its Subcontractors have implemented to protect Personal Data processed under this Contract against a breach of security (insofar as that breach of security relates to data) or a Data Loss Event	

Part B Joint Controller Agreement *(Optional)*

Not Used

Part C Independent Controllers *(Optional)*

Not Used

VI. [Annex 2 – Specification]

Specification Reference
FS900515 / C288869
Specification Title
A survey of AMR bacteria in whole head lettuce on sale in supermarket stores within the UK *Design, sampling, microbiological testing, data analysis, reporting and archiving of recovered bacteria and their AMR profiles requirements.*
Contract Duration
September 2024 to December 2025 (15 months)

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 health-family single e-commercial System (Atamis), using the following link: http://health-family.force.com/s/Welcome. 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.

THE SPECIFICATION, INCLUDING PROJECT TIMETABLE AND EVALUATION OF TENDERS

GENERAL INTRODUCTION

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

The FSA 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 FSA website (www.food.gov.uk). For science projects we will encourage contractors to publish their work in peer reviewed scientific publications wherever possible. Also, in line with the Government's Transparency Agenda which aims to encourage more open access to data held by government, the FSA is developing a policy on the release of underpinning data from all 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 considered. The mechanism for publishing underpinning data should allow the widest opportunity 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 anonymized for reasons of commercial and/or personal sensitivities.

The objective of the microbiological food safety research themes is to provide robust information on the presence, growth, survival and elimination of pathogenic microorganisms throughout the food chain; the extent, distribution, causes, risks and cost of foodborne disease will also be considered where appropriate.

One of the main objectives within the FSA's Strategy for 2022-2027 is ensuring that 'food is safe'. We protect public health from risks which may arise through the consumption of food including risks caused by the way in which it is produced or supplied. A key component of our work is to monitor pathogenic microbiological hazards, including those that are antimicrobial resistant, in retail foods. Surveys are useful in providing a snapshot of the level of microbiological contamination and antimicrobial resistance (AMR) found in foods at retail. This is important in assessing potential consumer exposure to these hazards from the consumption of raw and/or undercooked foods but also through cross-contamination events when these foods are stored and handled unhygienically. Since 2014, the FSA has continued to commission research and surveys to improve our understanding of the role that the food chain plays in the development and spread of AMR which

informs our commitments in strengthening surveillance as an outcome of the UK's 2024-2029 National Action Plan (NAP) to tackle AMR. Our AMR-food surveillance has been established for several years and, together with other FSA-funded AMR research work, was formally brought together under the AMR Research & Evidence (R&E) Programme in 2020.

The FSA have been monitoring the prevalence of AMR *E. coli* and pathogens found in chicken, beef, pork, turkey and lamb meat on retail sale in the UK. Most of our AMR-food surveillance has been focussed on meat and will continue to do so. However, there is a need to expand our surveillance activities to establish baseline figures for AMR bacteria in food products of non-animal origin to get a more complete picture of reservoirs of AMR bacteria and genes within the UK food chain and the potential risk this poses to the consumer. The FSA funded 2016 systematic review of antimicrobial resistant bacteria in a range of retail foods confirmed that we lack data on other foods of non-animal origin, such as fresh produce, this survey will look to establish a baseline for the levels of AMR *E, coli*, STEC and *Salmonella* in whole head lettuce sold in the UK. The need for a survey of AMR in fresh produce was also emphasised as a key evidence gap at the FSA's review of its AMR R&E Programme held in March 2023.

THE SPECIFICATION

Background

Antimicrobial resistance (AMR) is the ability of a microorganism to withstand the 'killing' or inhibitory effect of antimicrobials (including antibiotics) to which it would normally be susceptible, therefore making the antimicrobials become ineffective. The emergence of AMR can limit the therapeutic options available to treat bacterial infections in both humans and animals. Unless action is taken now to tackle AMR, it has been estimated that there could be 10 million AMR-related deaths worldwide annually by 2050 costing up to US $100 trillion in cumulative loss of economic outputs (O'Neill, 2016).

Addressing the public health threat posed by AMR is a national strategic priority for the UK and led to the Government publishing a 20-year vision of AMR and the second (2024-2029) National Action Plan (NAP) on confronting AMR. The NAP lays out the key outcomes and commitments under 4 themes (1. Reducing the need for, and unintentional exposure to, antimicrobial; 2. Optimising the use of antimicrobials; 3. Investing in innovation, supply and access; and 4. Being a good global partner) that will make progress towards the 20-year vision for AMR to be contained, controlled and mitigated. The FSA is contributing to the NAP by addressing key evidence gaps through the commissioning of AMR related research and surveys in the food chain. This is improving our understanding of AMR through capability to measure, predict and understand how resistant microorganisms spread from animals and agriculture to humans via the food chain (Theme 1, Outcome 3) and enabling decisions to be based on robust surveillance, scientific research and datasets (Theme 3, Outcome 7).

Surveillance is a key component of our AMR activities and in recent years we have funded several surveys to gather data on the types of resistant bacteria found in food on retail sale in the UK, predominately focussing on meats (such as chicken, turkey, beef, pork and lamb). Whilst continuing

to monitor AMR bacteria in retail meats (particularly chicken) is important, there is a need to expand our AMR surveillance to cover other non-meat and ready-to-eat (RTE) food commodities. This will provide evidence on other potential reservoirs of AMR in the food chain and the pathways in which consumers can become exposed to AMR bacteria through the handing and consumption of raw or uncooked foods.

Lettuce (and other fresh produce) are likely to acquire pathogenic and AMR bacteria from the environment. Severe weather events such as excessive rainfall can lead to flooding events which facilitates the spread of microbiologically contaminated sewage from combined sewage overflows to the environment such as soil, rivers, lakes, the sea, and water used to irrigate crops. This includes farmland where lettuce and other fresh produce are grown, farm animals graze, etc. There is potential for secondary spread of AMR to fresh produce in these food producing environments, although this transmission route has not been fully defined. The UK also imports fresh produce (particularly during colder months) from other countries which may follow less stringent farming practices including the use of antimicrobials to treat bacterial plant disease (Haynes et al., 2020). Fresh produce is a risky food commodity as it can act as a vehicle for pathogens and AMR to spread as any contamination found may not always be removed during the washing of lettuce prior to consumption. Fresh produce has previously been implicated in foodborne outbreaks such as E. coli O157 linked to salad in 2022 (Food Safety News, 2022) and Salmonella braenderup associated with consumption of iceberg lettuce in 2012 (Gajraj et al., 2012).

A FSA funded systematic review of AMR bacteria in a range of UK retail foods found that there is lack of AMR data on fresh produce (Royal Veterinary College, 2016). A study carried out in 2013/2014 did not detect any ESBL-producing *E. coli* in 50 lettuce samples from retail premises in the UK (Day et al., 2019). A more recent FSA funded study (FSA Project FS301050) confirmed the presence of a range of AMR genes in lettuce using a genotypic approach but was unable to determine whether these genes were intact and which bacteria were harbouring these resistance genes (e.g., expressing resistance) nor the level of prevalence. Therefore, there is a need to gather data on the presence of AMR in fresh produce and this was identified as the second top-ranked surveillance priority at the FSA's AMR R&E Programme Review held in March 2023.

The Specification

Tenders are invited to carry out a survey to generate new baseline data on the prevalence and levels of AMR *E. coli*, STEC and *Salmonella* contaminating whole heads of lettuce (e.g. iceberg, romaine, butterhead, little gem, etc.) on retail sale in the UK. Data on the prevalence and levels of *E. coli*, STEC and *Salmonella* should also be collected.

Given that fresh produce is a significant food commodity group, the FSA has decided to focus specifically on unprocessed heads of lettuce as these are grown in the ground, have a large surface area and given that lettuce grow from the centre out (e.g. younger leaves in the middle with older leave on the outside) there is a greater chance of AMR and pathogens becoming internalised within

the lettuce therefore poses a greater risk as they are handled more by consumers and should be washed prior to consumption (which some consumers might not do).

Bagged salad varieties are excluded as these undergo additional processing steps (cutting, washing and bagging) which may reduce contamination present and so are several steps removed from the environment (e.g. soil) they are grown in. Also bagged salad can consist of several salad varieties (e.g. a composite food) which makes it more difficult to identify the source of contamination if detected.

We anticipate the survey will be in two lots:

Lot 1. Survey design, sample collection at retail and transportation to the testing laboratory.
Lot 2. Microbiological testing, data analysis and reporting.

Ideally, our preference is for applicants to tender for both lots by working collaboratively, however separate tenders for both lots 1 and 2 will also be considered. If an applicant is applying for both lots 1 and 2, they are advised to submit separate proposals for each. If the precise cost of any elements of the study is unknown, then the FSA will accept a range in the bids.

Lot 1: Survey design, sampling and transportation to the testing laboratory

Applicants should submit bids indicating a provisional sampling design for a survey of AMR *E. coli*, STEC and *Salmonella* found on whole head lettuce from UK retail outlets. Individual items will need to be evenly sampled over a 12-month period from October 2024 to September 2025. Given the lack of UK data on the prevalence of these bacteria in whole lettuce heads, we suggest sampling 300 whole head lettuce (+5% contingency) as this will enable us to create a new baseline.

Whole head lettuce are various cultivated lettuces distinguished by leaves arranged in a dense rosette which ultimately develops into a compact head, examples include iceberg and butterhead (see Figure 1 below).

Figure 1: Examples of whole head lettuce with iceberg shown on the left (closed head structure) and butterhead on the right (loose head structure).

Sample collection.

For this survey, 300 samples (plus 5% contingency) of whole lettuce heads are to be collected from the retail supermarket outlets across the UK from October 2024 to September 2025. This will include lettuce heads available at retail including those farmed in the UK and abroad (non-UK). For this survey whole lettuce heads to be included in the survey (not exhaustive):

- iceberg
- romaine
- butterhead
- little gem
- red leaf

Please note that the following should **not** be included as part of this survey:

- Bagged salads
- Loose and/or cut lettuce or salads including salad bowls, those from deli counters and salad bars
- Composite salads (e.g. pre-packed salads containing multiple lettuce and ingredients)
- Other fresh produce such as root vegetables (carrots, potatoes, onions, ginger, beetroot, etc.), fruit (apples, banana, oranges, berries, etc), herbs (parsley, coriander, basil, etc.).

Sampling design

The lot 1 contractors will be required to design a sampling plan for this survey and provide the rationale as part of their application. The FSA recommends that the sampling should be based on consumption data from the Defra's Family Food dataset which is derived from the Expenditure and Food Surveys from recent years (the FSA will provide this data). Defra's Family Food Survey provides detailed data on food purchases by Government region, retail chain and month. Samples should be selected in proportion to the relative consumption for these factors. In terms of the sampling design, the applicant should consider:

- We do not have information about the relative consumption of different lettuce head varieties. Therefore, within each selected retail outlet the sampler can choose which lettuce head varieties to sample at their own discretion. This should mirror typical shopping behaviour. Whilst this may not represent all lettuce varieties, it should reflect what is available in each selected retail outlet. This will help to minimise potential bias caused by disproportionately sampling certain lettuce varieties.

- Limiting sampling to the largest supermarket chains. Recent data shows that 95% of lettuce sales from 15 retailers which are Aldi, Asda, Morrisons, Sainsburys, Tesco, B&M Bargains, Co-op, Costco, Farmfoods, Home Bargains, Iceland, Lidl, Marks & Spencer, Spar and Waitrose.

- The sampling plan does not need to identify locations below the Government office regional level as supermarkets have national or regional distribution networks, so the lettuce often has similar origins within a region. Once each sample is assigned to a season, retailor and region, it is anticipated that very few of the 300 lettuces would come from the same store in the same day. Therefore, specifying a sub-region would not significantly affect the independence or representativeness of the samples.

- Sampling should consider the seasonality. The Family Food data provide a monthly breakdown of lettuce consumption. Lettuce consumption is lowest in January to March accounting for just 18% of the total in 2019/2020 whilst no obvious patterns are seen in other months. Therefore, the sampling plan should be based on several years of the Family Food data as this will average out any fluctuations caused by seasonal weather or supply issues during Covid-19 lockdown restrictions. Also, the market share for each combination of region, retailer and month will be estimated more precisely from a larger dataset.

- Care should be taken to avoid sampling multiple lettuce heads from the same batch.

This survey and sampling design will be subject to expert peer review as part of the FS900515 tender evaluation process. On award of the contract, the successful applicant will be required to submit a more detailed sampling design reflecting the requirements as set out in this specification document. Please note that the final survey and sampling design will be shared with and approved by the FSA Project Officer and Statistician before commencement of sample collection.

Sample information and transportation to testing laboratory

In addition to the survey design, the contractors for lot 1 will be expected to conduct the sampling and transportation of collected samples to the testing facility, ensuring that there is a robust system for sample identification and data recording, and that samples are handled appropriately, including use of methods to avoid cross-contamination and ensuring adequate temperature controls during transit. Close liaison with the testing laboratory is essential to ensure correct sample handling and agree delivery times, as well as for the transfer of sample information.

The lettuce samples should reach the laboratory within 48 hours (ideally 24 hours) of being collected. Samples must have sufficient time left on the best before date to ensure that they are still within date when tested. Once samples have been purchased, the manager of the retail outlet should be handed a letter that FSA will provide, explaining that a sample has been taken and what it will be used for.

The applicant should create an Excel spreadsheet database, which is password protected, of the samples collected with the following details being recorded for each sample at the point of sampling:

- Sampler name
- A unique sample number (to be determined by the sampler)
- Date and time of purchase

- Retail outlet name and address
- Brand name (if any)
- Whole head lettuce type (e.g. iceberg, romaine, little gem, butterhead, etc.)
- Lettuce head structure (closed or loose; see Figure 1 above)
- Product full text description
- Batch/lot number
- Best before date
- Country of origin
- Product weight (g)
- Type of packaging
- Sample purchase cost
- Storage and handling instructions, if available
- Farm details (e.g., name, address and postcode)
- Date and time sample dispatched to the testing laboratory

Photographs must be taken of the lettuce head including any labelling present on the packaging. This shall ensure that all product information, including the best before date, any approval codes, storage and handling instructions, etc. are included. Each photograph should be assigned the corresponding unique sample number to allow for traceability. The Excel spreadsheet of samples should be provided to the testing facility monthly so that they can add the sample findings to the documents.

The contractor for lot 1 will produce a report on the survey design and sampling plan within 30 days of the end of the sampling period and shall be submitted to FSA in a suitable and accessible format. An Excel spreadsheet line listing of the products collected, providing full sample details, shall also be submitted to FSA. A separate electronic file shall be provided to FSA containing the sample photographs.

Lot 2: Microbiological testing, data analysis, reporting and archiving of recovered bacteria and their AMR profiles.

Applicants are invited to submit bids to carry out the testing (detection[2], enumeration and antimicrobial susceptibility testing) of the whole head lettuce sampled at retail in the UK for *E. coli*, STEC and *Salmonella* as specified in Table 1 below.

Testing will be informed by the study design but will be based on a total of 300 (plus 5% contingency) whole head lettuce collected over a period of 12 months between October 2024 and September 2025. Applicants must ensure good quality control throughout the sample arrival/logging and analysis and long-term storage of samples.

[2] Includes identification and speciation.

Table 1. Requirements for AMR *E. coli*, *Salmonella* and STEC testing in whole head lettuce on retail sale in the UK.

Bacteria	Testing	Antimicrobial Susceptibility Testing (AST)* (Including screening of panel of antimicrobials and testing for the presence of specific resistance genes / resistance mechanisms)	Whole Genome Sequencing
E. coli	Detection Enumeration	ESBL producers AmpC producers Carbapenems** Fluoroquinolones • Ciprofloxacin • Nalidixic acid Tetracycline Polymyxins • Colistin** • Transmissible colistin resistance (e.g., *mcr* genes)	Findings of particular concern (e.g., *mcr* positive colistin resistance genes, carbapenem resistance).
Salmonella spp.	Detection Enumeration	ESBLs (e.g. cefotaxime) Quinolones • Ciprofloxacin • Nalidixic acid Carbapenems** Polymyxins • Colistin** • Colistin resistance genes (e.g. *mcr* genes)	Findings of particular concern (e.g., colistin resistance genes, carbapenem resistance).

Shiga toxin-producing *E. coli* (STEC)	Detection*** Enumeration	ESBL producers AmpC producers Carbapenems** Fluoroquinolones • Ciprofloxacin • Nalidixic acid Polymyxins • Colistin** • Transmissible colistin resistance (e.g. *mcr* genes)	100% of positive STEC isolates to determine exact strain and presence of both *stx* and *eae* genes.

* Antimicrobial susceptibility testing (AST) is the *in vitro* test of the sensitivity of a bacterium to one or more antibiotics. Suitable methods should be used to determine MIC (Minimum Inhibitory Concentration) for antimicrobial activity. It is expected that genotypic and phenotypic methods are used as appropriate. Breakpoints should be determined using ECOFF (Epidemiological cut off) values outlined in the Commission Implementing Decision (EU) 2020/1729 of 17 November 2020 on the monitoring and reporting of antimicrobial resistance in zoonotic and commensal bacteria and repealing Implementing Decision 2013/652/EU. When reporting the findings it should be noted that ECOFFs do not necessarily indicate clinical resistance (i.e., resistance determined by applying clinical breakpoints).

** Where the results show the presence of carbapenem resistance/carbapenemase production or colistin resistance / transmissible colistin resistance genes or abnormal/unusual results are found then these should be reported to FSA as soon as possible and the FSA will investigate further on a case-by-case basis.

The applicant is advised to use the appropriate International Organization for Standardization (ISO) methods (see analytical requirement section below), for example:

- Detection and enumeration of *E. coli* (based on BS ISO 16649-2:2001, using either a surface spread or a pour plate technique)
- Detection of STEC (ISO Technical Specification [TS] 13136:2012)
- Detection of *Salmonella* spp. (ISO 6579:2017)

The testing laboratory will be required to be UKAS accredited to ISO 17025 (Testing and Calibration laboratories) and use accredited methods of analysis for detecting, enumerating and isolating pathogens. Applicants should justify any deviations from these methods.

Such isolates should be further tested for susceptibility to a panel of antimicrobials by determining minimum inhibitory concentration (MIC) values using a broth dilution method based on EN ISO 20776-1:2019.

The testing facility is expected to use, at minimum, in-house validated methods for testing susceptibility to antimicrobials; however, accreditation for the required methods and matrices is desirable. When not accredited, applicants must provide evidence of competence in conducting the required analyses, for instance through providing records of consistent satisfactory performance in relevant Proficiency Testing schemes from the last 18 months.

It is expected that the Testing Facility liaises closely with the Sampling Contractor in providing a preferred testing schedule so that sample collection and transportation plans may be arranged accordingly. The Sampling Contractor will provide the Testing Laboratory with an Excel spreadsheet on a monthly basis allowing them to record the results. Each sample will be assigned a unique sample number by the Sampling Company and should be used throughout the testing lot thus allowing traceability of the findings to the correct sample. On receipt of the sample, the following information should be recorded:

- Date and time of receipt of sample by laboratory.
- Temperature of sample on receipt (It should be noted that any samples received where the temperature during transit exceeded >8ºC should not be tested by the laboratory.)
- Sample within the best before date prior to testing (Yes or No)
- Date and time of testing.

Archiving of samples

It is envisaged that one randomly selected isolate of E. coli, Salmonella and STEC from each whole lettuce head sample, which yields a confirmed AMR result, will be archived for a minimum of 5 years. As the intention is to be able to sequence the samples at a later date, if required, the samples should be stored accordingly. This will give the FSA (and others) flexibility to carry out further sequencing at a later date. Therefore, it's important that the isolates are stored under appropriate conditions and fully explained in the proposal.

Analytical Requirements

The testing laboratory will be required to be UKAS accredited to ISO 17025 and use accredited methods of analysis, in accordance with the EU Decisions and Technical specifications. Applicants are expected to test the panel of antimicrobials as stated in the EU Decisions and Technical specifications in addition to those specified in Table 1. Suitable methods should be used to determine MICs for antimicrobial activity. It is expected that genotypic and phenotypic methods are used as appropriate e.g., for colistin resistance genes and for carbapenemase production. Breakpoints should be determined using ECOFF (Epidemiological cut off) values outlined in Commission Implementing Decision (EU) 2020/1729 of 17 November 2020 on the monitoring and reporting of antimicrobial resistance in zoonotic and commensal bacteria and repealing Implementing Decision 2013/652/EU.

Reporting of Adverse Results

It is important to ensure samples are analysed and reported to the FSA as soon as possible following their procurement, so appropriate action can be taken where necessary to protect public health. Any results of AMR concern (e.g., *mcr* positive colistin and carbapenem resistance) or of unusual pattern should be notified to the FSA as soon as possible. Detection of *Salmonella* and STEC should also be notified as soon as possible.

Technical report

It is anticipated that the following will be delivered to the FSA as part of the testing and analysis:

- A technical report addressing the relevant areas of this survey which is in a suitable and accessible format for publication on the FSA website. The report will need to include a lay summary, executive summary, introduction (including the background and aims/objectives of the research), methodology, findings, discussions, conclusions, references and recommendations for further work. Please note that 95% Confidence Intervals should be provided alongside the findings. The final report discussions should also include a short assessment on the potential risk to consumers on any AMR findings found and another section on the relevance of the survey findings to outcomes and top 10 research questions within the (2024-2029) National Action Plan (NAP) on confronting AMR. The FSA will not be brand naming and therefore the report should be anonymised. Please note that the technical report should be submitted by November/December 2025 and will undergo an internal review followed by an external peer-review before it can be accepted by the FSA. A draft report should be submitted at least 6-7 weeks before the final report is due to allow FSA officials sufficient time to comment.
- A project initiation meeting at the start of the survey.
- A mid-point evaluation/review meeting to monitor progress and ensure the survey is on track.
- A meeting with FSA and other Government officials (e.g., VMD, FSS) to present the key findings from the survey.
- The Project Lead to attend and present the findings of this survey at a future ACMSF AMR sub-group meeting (in January 2026).

Please note that the FSA have tasked the Advisory Committee on the Microbiology Safety of Food (ACMSF) Antimicrobial Resistance Working Group to produce a guidance document on AMR terminology used in FSA science reports. Once this document has been finalised, the FSA will share this with the successful lot 2 (testing) contractor for their consideration. Any applications for lot 2 are recommended to use AMR terminology within the final report, papers and presentations according to the ACMSF AMR Working Group guidance.

Raw data from the testing and analysis should be provided in an Excel spreadsheet in both a non-anonymised (for FSA's use) and anonymised version that would allow access by others. This is in compliance with FSA's open data policy. Please note that the raw data should be in an accessible format and adequate steps taken to ensure data protection.

The FSA will be looking for competitive bids which give value for money. Applicants may submit a single tender for one or for both requirements, which addresses the criteria above.

References

Food Safety News, 2022. More than 250 ill in UK E. coli outbreak linked to salad [WWW Document]. Food Saf. News. URL https://www.foodsafetynews.com/2022/12/more-than-250-ill-in-uk-e-coli-outbreak-linked-to-salad/ (accessed 5.14.24).

Gajraj, R., Pooransingh, S., Hawker, J.I., Olowokure, B., 2012. Multiple outbreaks of Salmonella braenderup associated with consumption of iceberg lettuce. Int. J. Environ. Health Res. 22, 150–155. https://doi.org/10.1080/09603123.2011.613114

Haynes, E., Ramwell, C., Griffiths, T., Walker, D., Smith, J., 2020. Review of antibiotic use in crops, associated risk of antimicrobial resistance and research gaps | Food Standards Agency. https://doi.org/10.46756/sci.fsa.vnq132

O'Neill, J., 2016. Tackling drug-resistant infections globally: final report and recommendations (Report). Government of the United Kingdom. https://apo.org.au/node/63983.

The 'Tender Application Form' requests the supplier to complete information in the following headers. Please provide any essential requirements or project specific information relevant to the work being tendered. Ignore if not applicable.

Expertise required

The applicant(s) either individually or collectively as part of a research group, should have recent, demonstrable expertise in:

- Designing and sampling for surveys including statistical input.
- Carrying out microbiological and AMR testing of whole head lettuce accordingly to EU decisions and technical specifications and ISO methods. The laboratory should demonstrate they are accredited to carry out this analysis as part of their application.
- A molecular microbiological background with sound knowledge of AMR, bacteriology, PCR and whole genome sequencing techniques.
- Knowledge for the lettuce farming industry within the UK would be desirable (but not essential).

Cost

The FSA estimates that the cost for this survey to be between £140k and £160k (excluding VAT). The onus is on the contractor(s) to provide the costings they believe that is reasonable to meet the evidence gap as outlined in this survey specification and provide the justification of this within their proposal. The contractor(s) should be aware that one of the key criteria that all research proposals

are evaluated against is 'value for money' which is delivering the survey asked for in this specification (including the anticipated outputs and benefits) at a competitive price.

Relevance to the AMR National Action Plan

As part of the tender summary within their proposal, the applicant will (using their own words) provide the background to this survey and summarise the proposed survey. This should also include an explanation on how this survey and the anticipated findings will inform/contribute to the UK's 2024-2029 AMR National Action Plan.

Risk

The contractors are to complete a risk register as part of their proposal. They should list any anticipated risks (including scientific risks) to the delivery of the survey, ranking the likelihood and impact of the risk occurring and offer suggested actions/solutions to mitigate these risks.

Data protection

The contractor should outline within their tender whether they anticipate any Personal Data will be collected as part of the survey. If so, you should outline in your tender how you will comply with the General Data Protection Regulation (GDPR), recognising the commissioning authority's (the FSA's) role as the 'data controller' and the contractor's role as the 'data processor', and responding to the sections below. If successful and Personal Data is being collected, 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 confirm in your tender that you (and any sub-contractors) have in place, or that you will have in place by contract award, the human and technical resources to perform the contract to ensure compliance with the General Data Protection Regulation (GDPR) and to ensure the protection of the rights of data subjects.

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

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

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

Dissemination

Please outline within your proposal whether you intend to submit a paper from the survey findings within an open access peer-review journal including any cost associated with this. Also list any proposed plans for presenting the findings at conference, workshops, scientific meetings, etc.

Quality

The Applicant (including any sub-contractors) for this project should demonstrate that they have the suitable level of proficiency in performing the sampling and all microbiological and AMR testing techniques as required by this survey. Ideally using one of those testing methods: EU Decisions and Technical specifications for AMR *E. coli* testing but also *E. coli* (based on BS ISO 16649-2:2001, using either a surface spread or a pour plate technique)

- Detection of STEC (ISO Technical Specification [TS] 13136:2012)
- Detection of *Salmonella* spp. (ISO 6579:2017)

This should not only include the lead applicant but also any sub-contractors listed under the Tender application. Applicant(s) should reflect the standards laid out in the 'Joint Code of Practice for Research' in their applications.

VII. [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

Tender Reference	FS900515 / C288869

Tender Title	A survey of AMR bacteria in whole head lettuce on sale in supermarket stores within the UK. Lot 1. Design,collection and transportation to lab.

[redacted]

[redacted]

Will you charge the Agency VAT on this proposal?	Yes
Please state your VAT registration number:	326989450

***Please provide your VAT Registration number below**

Project Costs Summary Breakdown by Participating Organisations
Please include only the cost to the FSA.

Organisation	VAT Code*	Total (£)
HallMark Meat Hygiene Ltd	STD	£ 39,272.18
Total Project Costs (excluding VAT) **		**£ 39,272.18**

* Please indicate zero, exempt or standard rate. VAT charges not identified above will not be paid by the FSA
** The total cost figure should be the same as the total cost shown in table 4
** The total cost figure should be the same as the total cost shown below and in the Schedule of payments tab.

[redacted]

[redacted]

Total Project Costs	**£ 39,272.18**

COST OR VOLUME DISCOUNTS - INNOVATION
The Food Standards Agency collaborates with our suppliers to improve efficiency and performance to save the taxpayer money. A tenderer should include in his tender the extent of any discounts or rebates offered against their normal day rates or other costs during each year of the contract. Please provide full details below:
[redacted]

Staff Costs Table

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

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.

[redacted]

Total	**£ 39,272.18**

Totals Agree

* 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 (Update as applicable in YYYY-YY format)	[redacted]
Total Amount	[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

VIII. [Annex 4 – Supplier Tender]

Tender Application form for a project with the Food Standards Agency

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

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

Please submit the application through the Agency's health-family single e-Commercial System (Atamis) by the deadline set in the invitation to tender document.

LEAD APPLICANT'S DETAILS

[redacted]

Organisation	**HallMark Meat Hygiene Ltd (HallMark Veterinary& Compliance Services)**	Department	**Sampling Operations Team (SOT)**		
Street Address	**Unit 3, Damery Works, Damery Lane, Woodford**				
Town/City	**Berkeley**	Country	**England**	Postcode	**GL13 9JR**
Telephone No	[redacted]	E-mail Address	[redacted]		

Is your organisation is a **small and medium enterprise**. (EU recommendation 2003/361/EC refers http://www.hmrc.gov.uk/manuals/cirdmanual/cird92800.htm)	Yes	x	No	

TENDER SUMMARY

TENDER TITLE

A survey of AMR bacteria in whole head lettuce on sale in supermarket stores within the UK

Lot 1. Survey design, sample collection at retail and transportation to the testing laboratory			
TENDER REFERENCE	•		
PROPOSED START DATE	24/08/20	•	23/10/2025

1: TENDER SUMMARY AND OBJECTIVES

A. TENDER SUMMARY

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

Background:
The Food Standards Agency (FSA) has identified a critical need to address the data gap regarding the prevalence of antimicrobial-resistant (AMR) bacteria, specifically E. coli, STEC, and Salmonella, in whole head lettuce available at UK retail outlets. This data is essential for assessing the potential public health risks and informing risk management strategies. The proposed survey aims to establish a new baseline for the prevalence of these bacteria, contributing valuable information to the UK's 2024-2029 AMR National Action Plan.

Proposed Survey:
HallMark will undertake the design, sampling, and transportation aspects of this survey. The survey will involve collecting 300 whole head lettuce samples, with an additional 5% contingency, even sampling over a 12-month period from October 2024 to September 2025. The sampling methodology will be based on data from the Family Food dataset to ensure representative sampling across different ILT1 regions and major retailers in the UK. This approach will account for market share seasonality, with 18% of samples collected between January and March to reflect lower consumption periods.

Scope of Work:

1. **Survey Design:** Develop a pragmatic and cost-effective sampling plan that meets the scientific objectives outlined by the FSA. The design will remain flexible to accommodate potential changes and will undergo FSA peer review and approval.
2. **Sampling Collection:** Execute the collection of samples from designated retail outlets, focusing on pre-packaged whole head lettuce to avoid cross-contamination and ensure consistent data collection. Samples will be dispatched to the laboratory from Monday to Wednesday to prevent arrival outside of laboratory hours.
3. **Transportation:** Ensure secure and temperature-controlled transportation of samples to the laboratory, within 24 hours following stringent protocols to maintain sample integrity.

Contribution to the UK's AMR National Action Plan:
The findings from this survey will provide essential data to inform the UK's 2024-2029 AMR National Action Plan. By identifying the prevalence of AMR bacteria in whole head lettuce, the survey will:

- Enhance understanding of AMR reservoirs in the food supply chain.
- Inform risk management strategies and public health policies to mitigate AMR risks.
- Support evidence-based decision-making and policy development aimed at reducing AMR transmission through food.

Conclusion:

This survey addresses a significant evidence gap identified by the FSA, contributing valuable data to the UK's efforts to combat AMR. By implementing a robust and scientifically sound approach to sampling and data collection, HallMark aims to support the national objectives of enhancing food safety and protecting public health.

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

OBJECTIVES

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

BJECTIVE NUMBER	BJECTIVE DESCRIPTION
O1	esign a pragmatic and cost-effective sampling plan, which is based on relevant data, is fit for purpose, realises the objectives, and ensures the methodology is clearly recorded and consistent for all parties.
2.1	nsure that all information relevant to the project concerned has been provided or requested and HallMark has full understanding of the sampling specification to meet FSA objectives and expectations.
2.2	nsure consistent communication of data and sample labelling between collection and the Laboratory performing the analysis.
3	nsure the plan is fit for purpose, agreed by FSA and the Laboratory and within the FSA objectives
4	ROJECT LAUNCH. Ensure effective communication to all internal and external stakeholders regarding the project commencement.
5.1	o identify/confirm suitable and sufficient office staff and surveyors and to ensure resources are in place to deliver efficient and accurate sample collection.

	•
• • 5.2	• • rovide comprehensive and verified training to all Surveyors, ensuring consistent instructions and guidance for achieving uniformity in sample collection. •
• • 5.3	• • nsure Surveyors are equipped with necessary instructions, sampling equipment, and documents •
• • 6.1	• • nsure accurate reporting and timely achievement of objectives, deliverables, and required quality levels, driving continuous improvement •
• • 6.2	• • nsure sample collection or purchase by trained and competent staff in accordance with FSA best practice guidance. •
•	

2: DESCRIPTION OF APPROACH/SCOPE OF WORK

A. APPROACH/SCOPE OF WORK

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

Introduction and Provisional Study Design

We are pleased to present a provisional sampling framework for investigating the presence of AMR E. coli, STEC, and Salmonella on whole head lettuce sourced from UK retail outlets. Below, we outline the rationale behind our proposed sampling approach. We recognise that our plan will undergo expert peer review as part of the FS900515 tender evaluation process. Upon contract award, if successful, we will provide a more detailed sampling design aligned with the specifications outlined in the tender document. Additionally, we acknowledge that the final survey and sampling design will be subject to approval by the FSA Project Officer and Statistician before sample collection begins.

Following receipt of market share data and our initial project meeting with the FSA and the designated laboratory, we will fine-tune our sampling design to meet specific requirements and incorporate insights from these discussions. This approach builds on successful methodologies from previous years, incorporating feedback from both the FSA and the laboratory.

Our proposal is designed to be adaptable, ensuring compliance with the specified requirements while maintaining flexibility to adjust to evolving needs and data.

1. STUDY DESIGN AND JUSTIFICATION OF THE APPROACH- SAMPLES FRAME DEVELOPMENT

Summary Lot 1: Survey design, sampling and transportation to the testing laboratory

Our provisional sampling framework aims to assess the prevalence of AMR E. coli, STEC, and Salmonella on whole head lettuce from UK retail outlets. This design will be refined post our Project Initiation meeting. Key elements of our design include:

1.1. Sample Numbers:

- Following the FSA's recommendation and considering the lack of existing UK data on these bacteria in whole lettuce heads, we propose sampling 300 whole head lettuces to establish a new baseline for E. coli, STEC, and Salmonella prevalence in the UK.
- We will include an additional 5% contingency, resulting in a total of 315 samples, to account for any potential losses.

1.2. Market Share Data:

- The Defra Family Food dataset provides comprehensive data on household food purchases in the UK, including detailed breakdowns by region, retail chain, and month. We understand from the specification that the FSA will provide this data upon contract award. Once this data is received, our consultants, Professor Javier Guitian and Dr Ruby Chang from the RVC, will oversee the allocation of samples to specific regions, retailers, and months.
- For retail chains and monthly distribution, which are not available in the same place, we will use the general market share data as a proxy, distributed across all 12 months. The proxy data is accessible here: UK Grocery Market Shares.
- Utilising these datasets, we will develop a sampling plan that accurately reflects the UK market share.
- Our plan will ensure that sample distribution represents different UK regions and major retailers, aligning with market share data.
- Samples will be selected proportionally to the relative consumption of these factors.
- The sampling plan will be based on several years of Family Food data to average out fluctuations caused by seasonal weather or supply issues during Covid-19 lockdown restrictions. This approach will provide a more precise estimate of market share for each combination of region, retailer, and month.
- Utilising the Family Food survey data (which will be provided by the FSA), we will implement a proportional-to-size sampling methodology. This approach ensures that the sampling probability and sample size are representative of the relevant geographical region, retailer, and seasonal factors. This method will allow us to capture an accurate and comprehensive picture of AMR bacteria prevalence across different areas, retailers, and times of the year.

1.3. Sampling period/duration:

- Samples will be distributed over a 12-month period from October 2024 to September 2025, ensuring consistent data collection throughout the year.

- The sampling plan will take seasonality into account, as Family Food data shows that lettuce consumption is lowest from January to March, accounting for only 18% of total consumption in 2019/2020. Therefore, our sampling plan will reflect seasonal variations.
- If 12-month market share data is provided, we will incorporate it into our sampling plan to account for seasonal fluctuations, such as those during summer and Christmas. This would ensure that our survey results accurately reflect variations in consumer behaviour throughout the year, providing a more comprehensive assessment.
- Coordination with the laboratory will ensure synchronisation of sample delivery schedules with their processing capabilities.

1.4. Sampling Region Selection:

- Samples will be allocated across the 12 UK International Territorial Levels (ITL1) regions using "proportionate stratified sampling," with distribution based on population metrics. The ITLs correspond to the NUTS system, ensuring international comparability.
- The Family Food dataset provides regional food consumption data, allowing for proportional sampling based on regional patterns to ensure representativeness.

1.5. Retailer Selection:

- Samples will be allocated proportionally to the market share of each retailer type, focusing on the largest supermarket chains (Aldi, Asda, Morrisons, Sainsbury's, Tesco, B&M Bargains, Co-op, Costco, Farmfoods, Home Bargains, Iceland, Lidl, Marks & Spencer, Spar, and Waitrose).
- In cases where specific retailers are not present in certain ITL-1 regions (e.g., Aldi, Morrisons, and Waitrose in Northern Ireland), the sampling plan will be adjusted accordingly.
- Once the market share data is provided by the FSA, we will develop a sampling plan that will be submitted to the FSA statisticians for verification.
- Within each geographical region, potential retail outlets will be identified using information available on the relevant retailers' websites. This will allow us to ensure that the selected outlets represent the major supermarket chains proportionally to their market share.
- To maintain the integrity of the survey and to avoid bias, we will ensure that no retail outlet is visited more than once during the sampling period. Each outlet will be selected to provide one sample per visit, minimising the risk of duplicate sampling from the same location. The total number of outlets selected will be determined by the sampling plan, ensuring comprehensive coverage across the selected regions and retailers.

1.6. Sample Types:

- Our samples will adhere to the types specified by the FSA, focusing exclusively on whole head lettuces such as iceberg, romaine butterhead, little gem, and red leaf. It is noted that the Lettuce variety Romaine is also known as Cos, which may be used by some retailers.
- We will exclude bagged salads, loose or cut lettuce, composite salads, and other fresh produce.
- Efforts will be made to avoid sampling multiple lettuce heads from the same batch.

- FSA Additional clarification: To clarify that the survey should be focused on only sampling pre-packaged labelled whole head lettuce samples which would include those that are fully enclosed in plastic and/or paper packaging

(such as iceberg lettuce, smaller lettuces within a sealed package) and those that are packaged but have an open end to the packaging. Selection of Purchase Points:

- Suitable retail outlets within each region will be identified based on retailer websites.
- These outlets will be organised into collection routes to maximise daily sample collections.
- Surveyors will emulate typical consumer behavior when selecting specific lettuce heads. Within each retail outlet, surveyors will have the discretion to choose appropriate samples, ensuring they reflect typical shopping behavior and avoid sampling multiple lettuce heads from the same batch. We acknowledge that there is no information about the relative consumption of different lettuce head varieties. Therefore, within each selected retail outlet, samplers will select lettuce head varieties at their discretion to reflect typical shopping behavior and minimise potential sampling bias.

2. SAMPLING METHODOLOGY AND JUSTIFICATION OF THE APPROACH

HallMark is not only dedicated to the survey design but also to the meticulous execution of sample collection and transportation to the designated laboratory. Our methodology underscores the significance of rigorous sample identification, precise data recording and dissemination, stringent sample handling to mitigate cross-contamination risks, and the preservation of sample freshness and integrity through optimal temperature regulation and storage. We recognise the importance of close collaboration with the testing laboratory to ensure seamless sample handling, agree on delivery times, and facilitate the transfer of sample information.

2.1. Pre-Sampling Preparation:

To ensure smooth operations, HallMark has established national systems for equipment provision. We will supply all necessary and essential equipment that conforms to the expected requirements and quantity. Our procurement process involves sourcing from approved and reliable suppliers such as Icertech. Central storage facilities are in place to house and dispatch sampling equipment.

Before sampling commences, surveyors will receive an equipment form and are required to check the delivered equipment against this form. Confirmation of receipt or notification of non-delivery of equipment and accompanying documents will be promptly communicated to the Sampling Operations Team (SOT). We maintain a sustainable approach by recycling or repurposing any leftover consumables and equipment for future projects, minimising waste and promoting environmental responsibility.

2.2. Equipment

Each surveyor will ensure they have the following items for the collection of samples:

Table: Sampling Kit Unit Summary

Item	Use	Supplied by	Image

Cool box and ice elements	To keep samples cooled during transport, before final packing	Surveyor's own	
Grip seal clear polythene bags	To contain 1 sample per bag to prevent cross-contamination; then placed into a tamperproof sample bag with unique sample number	Supplied centrally by HallMark	
Tamperproof sample bag with unique number	To contain 1 sample (which is already contained in a clear grip seal bag)	Supplied centrally by HallMark	
Sharpie Permanent Marker	To write Shipping details	Supplied centrally by HallMark	
Self-adhesive Document Wallets (to contain the laboratory submission letter)	The self-adhesive pouches serve as shipping labels, with the address of the laboratory showing through clear polythene.	Supplied centrally by HallMark	
Sample Protection Material such as bubble wrap, loose packing peanuts, recycled shredded paper etc.	To protect samples from getting damaged inside the consignment box.	Supplied centrally by HallMark	
Ice-Pads	Submerge in water until plump. Place in freezer 6-8 hours before use.	Supplied centrally by HallMark	
Icertech Insulation boxes and Icertech chill packs	For temperature-controlled sample packing	Supplied centrally by HallMark	
Packaging Tape	To seal the consignment box for dispatch.	Supplied centrally by HallMark	

We have carefully selected the above equipment based on its cost-effectiveness and proven performance.

2.3. Sampling Documents

The following sampling documents will be supplied to each surveyor and used in the collection process:

Sampling Document	Description
Sampling Instructions Document.	This provides information for the Surveyor, including the clearly defined methodology to follow. Surveyors must follow the correct procedure for the collection of samples, as described in this document
Sampling Steps Checklist.	A laminated tick list containing all important sampling steps to aid in following the sampling methodology.
Sample Request Form (weekly shopping list)	This contains weekly sampling information such as type and numbers of samples, retailer(s) group, region; purchase location number and name, product categories etc.
Data Collection Form (Offline-printer friendly)	Used for survey data collection at the time of purchase, packaging, and dispatch.
Online Survey Data Collection Form	Required for sample logging and reporting data back to the HallMark Operations Team and the selected laboratory. The HallMark Sampling systems (HMX) can be accessed using almost any web browser, including mobile smartphone and tablet browsers.
FSA Notification Leaflet	To notify small retailers at the time of purchase.
Laboratory submission letter Document	To be sent with the batch of collected samples to the laboratory.
Shipping labels	Self-adhesive Document Wallets: the self-adhesive pouches serve a double purpose as shipping labels and contain relevant documents/information, with the address of the Laboratories showing through the clear polythene. • Courier labels • Packages must be clearly labelled “PERISHABLE”

2.4. Sample Request Notification

HallMark Operations Team will assign collections to Surveyors each week using the HallMark Sampling System (HMX). The Sample Request Form or Shopping lists can be downloaded from the HMX data system online.

The shopping list contains:

- The list and numbers of samples to be obtained each week.
- Retailer(s) name and address
- Region; purchase location number and name
- Region including purchase location number and name.
- Food item and food Category
- Further detail on description/purchasing instructions.
- Advice for the selection of a specific product
- Storage Temperature requirements at laboratory
- Packing Requirements
- Laboratory delivery address

2.5. Retail Sampling Process

2.5.1. Sampling Request Form:

- Surveyors will consult Sampling Request Form and organise collections for that week.

2.5.2. Sample Purchase:

- Sample Selection: Surveyors will emulate typical consumer behavior when selecting lettuce heads. Within each retail outlet, surveyors have the discretion to choose appropriate samples, ensuring a diverse selection that mirrors typical shopping habits.
- Timing of Purchase: To ensure samples reach the laboratory within 48 hours (ideally 24 hours) of collection, purchases will be made early in the day. This timing allows for same-day dispatch to the laboratory, maintaining the freshness and integrity of the samples.
- Verification of “Best Before” Date: Surveyors, trained explicitly in this aspect, will verify the "best before" date on each sample to ensure they are still within date when tested. This practice guarantees that the samples are valid for the duration of the testing period.

2.5.3. Notification to Major Retailers:

The specification requires that once samples have been purchased, the manager of the retail outlet should be handed a letter provided by the FSA, explaining that a sample has been taken and what it will be used for. However, this approach may not align with our usual practice.

Given that the plan limits sampling to the largest 15 supermarket chains (Aldi, Asda, Morrisons, Sainsbury's, Tesco, B&M Bargains, Co-op, Costco, Farmfoods, Home Bargains, Iceland, Lidl, Marks & Spencer, Spar, and Waitrose). In line with our standard practice, surveyors do not provide the FSA Notification leaflet directly to individual store managers at large retail outlets. Instead, the HallMark Operations Team takes responsibility for notifying the headquarters of these large retail

chains. This notification is carried out through formal communication methods, including letters and emails, ensuring that all necessary information is communicated at the corporate level rather than at individual store locations.

This approach ensures streamlined communication with large retail chains, adhering to corporate protocols and maintaining efficiency in the notification process.

2.5.4. Photographs:

- Photograph Requirements: High-resolution digital photographs will be taken of the lettuce samples. These photographs will be taken before the samples are packed and dispatched to the laboratory.
- Content of Photographs: Photographs will include all labelling present on the packaging, ensuring that all product information (such as best before dates, approval codes, storage and handling instructions) is visible. Each photograph will clearly display the unique sample number printed on the sample bag to ensure traceability.
- Uploading Photographs: Surveyors will upload the photographs to the HallMark Sampling System (HMX). Access to these photographs will be provided to the selected laboratory and the FSA as part of the data transfer process.
- Traceability: Each photograph uploaded will contain the corresponding unique sample number to maintain accurate sample traceability.

2.5.5. Packaging and temperature control:

- Sample Bagging: Samples will be placed inside a large, sterile grip-sealed bag to prevent cross-contamination with other samples, hands, and surfaces (see cross-contamination precautions section below). The sealed bag containing the sample will then be placed inside a tamperproof sample bag and sealed. This ensures the identification of each sample through individual numbering and barcoding (unique sample number), plus a tear-off receipt at the top of the bag that carries the same number. The unique number must be quoted in any correspondence about the sample. Once sealed, the bag will not be opened until the sample reaches the laboratory.

- Temperature Control: Samples will be kept chilled from the time of sampling until delivery to the laboratory by storing them inside an Insulated Shipping Box with gel freezer packs. Freezer packs will be placed in a freezer at least 48 hours before sampling and will remain frozen until use. To prevent direct contact with the samples, a polystyrene divider or bubble wrap will be used. Bubble wrap will also secure the sample inside the box when loose.

- Sealing the Box: Insulated Shipping Boxes will be securely closed immediately after packing. It is crucial that a box is not left open or closed without gel freezer packs for any length of time to avoid damaging the samples. Packaging tape will be used to seal the consignment box for dispatch.

- Labelling: Once sealed, an adhesive address label (provided) will be attached to the outer carton across the sealed joint.

- Documentation: A laboratory submission letter will be completed for each box consignment and placed in a self-adhesive document wallet attached to the consignment box. The number of samples in a consignment box will match the number entered on the form. The self-adhesive transparent document wallet acts as an address label for the relevant laboratory.

- Storage Before Dispatch: The sealed consignment box will be stored in a cool area or cool room, away from direct sunlight or heat, until dispatch is arranged.

2.5.6. Dispatch of samples:

We acknowledge the specification's requirement that lettuce samples should reach the laboratory within 48 hours (ideally 24 hours) of collection, ensuring they are still within the best before date when tested. To ensure this:

- Dispatch Schedule: Samples will be dispatched to the laboratory from Monday to Wednesday only, avoiding bank holidays and public holidays, to prevent samples from arriving outside of laboratory hours.
- Timing of Purchase: purchases will be made early in the day. This timing allows for same-day dispatch to the laboratory, maintaining the freshness and integrity of the samples.
- Delivery Timeframe: Samples will be delivered to the laboratory with a target of a maximum of 24 hours from purchase. To achieve this, we will use DHL, which guarantees delivery before 10:30 am the following day. This service has no weight limit for a consignment of multiple parcels and offers excellent flexibility around collection, including pickup from a specified location or a local DHL depot. Delivery covers most UK destinations and is fully tracked.
- Direct Delivery Option: If the laboratory is close to the surveyor's home address, the retail outlet, or along the surveyor's route, surveyors may deliver the samples to the laboratory directly using their own vehicles.
- Alternative Courier Options: We are flexible and ready to adopt other preferred options that the FSA and the selected laboratory might suggest, such as Parcel Force, APC Nationwide Next Day Delivery, Top Speed Couriers Next Day Service, or other local couriers. Additionally, we can collaborate with the laboratory's refrigerated vehicle services if they offer a cost-effective solution.

2.5.7. Steps to be taken if the samples are not received by the testing laboratory within 24 hours timeframe.

- Immediate Notification: If a sample is delayed and not received within 24 hours, HallMark will promptly notify both the laboratory and the FSA. This notification will include details of the delay and the expected arrival time.
- Assessment Upon Arrival: Upon arrival at the laboratory, the condition of the delayed sample will be assessed. If the sample is deemed unsuitable for testing due to the delay, it will be discarded.
- Resampling Procedure: In cases where samples are discarded, HallMark will coordinate with the sampler to arrange for a resample at the earliest opportunity, ideally during the next scheduled collection. This ensures minimal disruption to the overall sampling timeline.
- Contingency Samples: Our project plan includes a 5% contingency for additional samples. This allows us to accommodate and replace samples that arrive outside the 24-hour window or in an unassayable condition.
- Documentation and Reporting: All incidents of delayed samples and subsequent actions will be thoroughly documented and reported to the FSA and the laboratory. This ensures transparency and allows for necessary adjustments to the project plan.
- Review and Adjustments: Should there be recurrent issues with sample delays, we will review our transportation arrangements and make necessary adjustments to prevent future occurrences.

2.6. Cross-Contamination Precautions

It is essential that cross-contamination is avoided during the retail sampling process and that samples are transported to the nominated laboratory under defined protocols and time restrictions. Precautions will therefore be taken at all stages to ensure that the equipment used during sampling, transport and storage is not contaminated with the pathogens investigated in the Survey. Briefly a single sample from the selected retailer is to be collected and placed

into one of the large grip seal bags, sealed and then placed into a second numbered large tamperproof sample bag and sealed. The samples are to be packed into the chilled Insulated Shipping Box and sent to the selected laboratory for testing.

Surveyors will take the following steps to ensure avoidance of cross contamination:

- Sample Selection: Only pre-packaged and labelled lettuce will be selected, excluding loose and/or cut lettuce. This ensures that samples are untouched and uncontaminated before our handling.

- Packaging Integrity: Each selected sample undergoes a thorough inspection to ensure the packaging is intact. Any samples with compromised packaging are immediately discarded.

- Sample Segregation: Each sample is treated as a unique entity. They are always kept distinct from other samples collected on the same day.

- Sequential Handling: The handling, wrapping, and packing processes are executed one sample at a time to eliminate any chances of mix-up or contamination.

- Use of Dedicated Packaging Materials:

    - Grip Seal Clear Polythene Bags: Each pre-packed sample is placed into its own sterile, grip seal bag to ensure cross contamination with other samples, hands and surfaces is avoided.
    - Tamperproof Sample Bags with Unique Number: the grip seal bag containing the sample is then placed into a tamperproof sample bag and sealed with a unique number. These bags ensure that each sample is securely sealed and uniquely identified, further reducing the risk of cross-contamination. Once sealed, the bag will not be opened until the sample has reached the laboratory.
    - Additional Sample Protection During Transit: We use bubble wrap to protect samples from damage inside the consignment box, further ensuring the integrity of each sample.
    - Insulated Shipping Boxes are to be closed securely with the samples inside using packaging tape. This process is carefully managed to maintain the quality and integrity of each sample.

- Equipment Reuse and Sanitisation: If equipment like ice-pads and boxes are reused, they are sanitised by the laboratory before being returned to us, ensuring they are safe for subsequent use.

- Documentation and Traceability: Every step of the sample handling process is documented for traceability, including the inspection of packaging integrity and the temperature logs during transportation.

- Testing and Laboratories Feedback: we place significant emphasis on the feedback and verification process upon the samples' arrival at the laboratory. This process is crucial in ensuring the integrity and suitability of the samples for testing.
    - Data Verification: Upon receipt, the laboratory cross-checks the information recorded by the surveyor for accuracy and completeness.
    - Packaging Integrity Assessment: The laboratory assesses the condition of the packaging to ensure it remains intact and hasn't been compromised during transit.

- Recording Essential Details: The laboratory meticulously logs critical details such as the date and time of the sample's receipt, the temperature of the sample upon arrival, verification of the sample's best before date before testing, and the date and time when testing was conducted.
- Criteria for Testing: Samples exhibiting damaged packaging, temperatures exceeding 8 degrees Celsius, or those past their best before date are deemed unsuitable for testing.
- Handling Rejected Samples: Any samples that don't meet the testing criteria are duly noted. In such cases, HallMark collaborates with the surveyor to facilitate the collection of replacement samples.
- Feedback Mechanism: The laboratory leverages the HMX system to provide real-time feedback, including confirming the acceptance of samples and appending the test findings to the respective documents.
- Monthly Reporting: For record-keeping and transparency, a monthly Excel spreadsheet detailing the samples is shared with both the testing laboratory and the FSA.

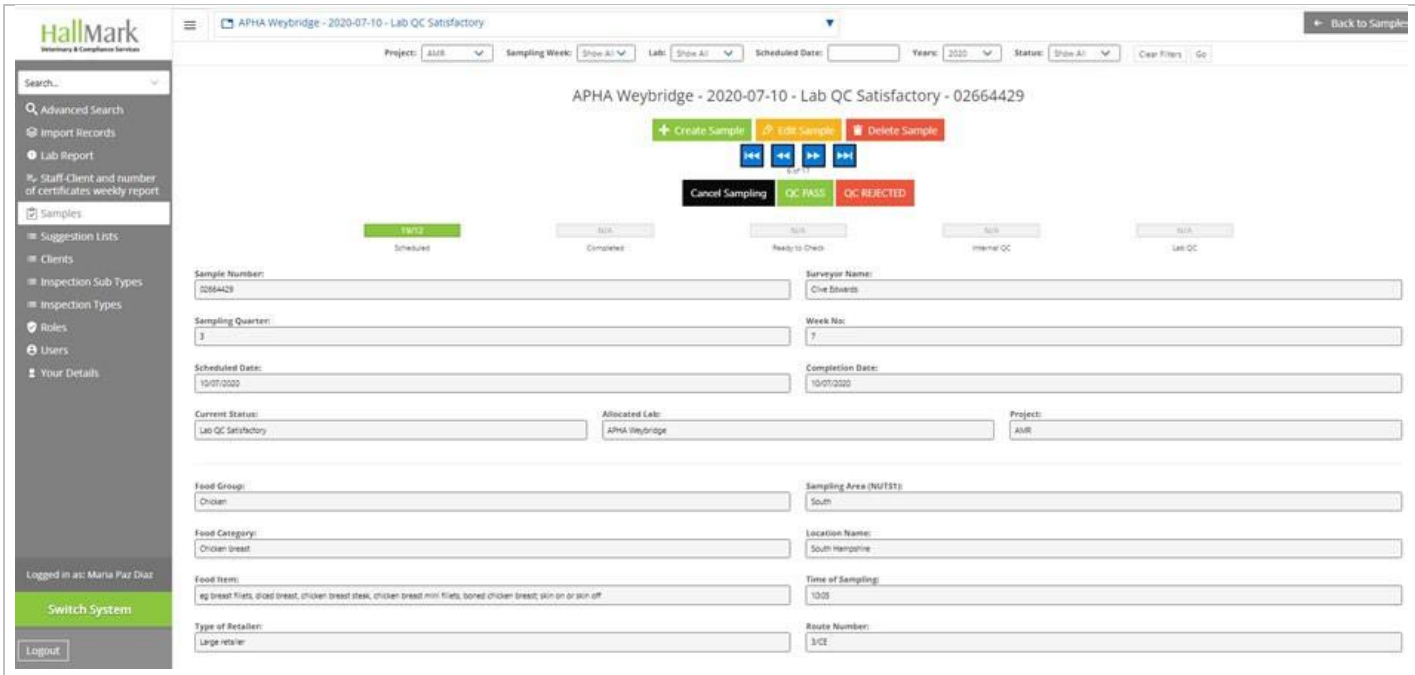
2.7. Data Collection of Sample Information & reporting Data to HallMark, Laboratories and FSA

HallMark is committed to ensuring the timely sharing of sampling details with the laboratory and the FSA in an agreed accessible format throughout the project. We have implemented a comprehensive data management system and communication protocols to facilitate this process. Our approach includes the following:

2.7.1. Data Management System:

We have developed a robust data management system, the HallMark Sampling System (HMX), which enables efficient storage, organisation, and retrieval of sampling data. This system ensures the integrity and security of the data throughout the project duration. The HMX allows for real-time data entry, providing live access to sampling details, eliminating the need for version control. This enables us to effectively communicate critical information in a timely manner, facilitating prompt actions and response as necessary.

Screenshot of the HallMark Sampling System (HMX)



2.7.2. Sampling Data Recording:

The FSA specification requires that loose lettuce be excluded, as these won't have any label to indicate the country of origin of the lettuce or which farm they were grown on, to avoid or minimise cross-contamination. Surveyors are required to record detailed information about the samples collected, adhering to the agreed protocols. This information guarantees traceability of the samples and includes essential data as per specification requirement, such as:

- Sampler name
- A unique sample number
- Date and time of purchase
- Retail outlet name and address
- Brand name (if any)
- Whole head lettuce type (e.g. iceberg, romaine/coss, little gem, butterhead, etc.)
- Lettuce head structure (closed or loose)
- Product full text description
- Batch/lot number (Care will be taken to avoid sampling multiple lettuce heads from the same batch)
- Best before date
- Country of origin
- Product weight/size (g)
- Type of packaging
- Sample purchase cost
- Storage and handling instructions, if available
- Farm details (e.g., name, address and postcode)
- Date and time sample dispatched to the testing laboratory

- Packaging is “fully enclosed” or “open-end”.

Additionally, photographs of all labelling present on the packaging, are uploaded to ensure accurate product information capture.

2.8. Quality Control

As part of our quality control measures, our central support team conducts remote monitoring of the HMX system. The recorded data and uploaded photographs are thoroughly checked against each sample to ensure accuracy and completeness. This quality control process ensures that the required product information, including durability dates and instructions, is included in the documentation. Each photograph is linked to the unique sample number to allow for traceability.

2.9. Data Transfer

The specification requires that the Excel spreadsheet of samples be provided to the testing facility monthly so that they can add the sample findings to the documents. Our solution leverages the HMX system to facilitate this process efficiently and securely. Here's a breakdown of its capabilities and advantages:

- Real-Time Transmission: As data gets entered into the HMX system, it's instantly relayed, allowing for immediate tracking of the sampling process. This eliminates any concerns related to version control.
- Immediate Access: This system ensures that both the laboratory and the FSA always have their fingertips on the most current sampling details, enhancing efficiency and accuracy.
- Automated Reporting: The HMX system is equipped to auto-generate an Excel spreadsheet that lists all the collected products. This report provides comprehensive details about each sample.
- Flexible Delivery Options: While the spreadsheet can be directly accessed through the HMX system, we also offer the option to send it to the FSA via a password-protected email, aligning with the specifications provided.
- Photograph Accessibility: While the FSA and the lab can directly access the sample photographs through the HMX system, we recognise the specification's requirement for a separate electronic file. Thus, we can also furnish the FSA with a distinct file containing all the sample photographs.

In essence, the HMX system is designed to provide a seamless, efficient, and secure data transfer experience, ensuring all stakeholders have timely and accurate access to the required information.

2.10. Testing and Laboratories Feedback

Upon the samples' arrival, the laboratory undertakes a verification process:

- Data Verification: The laboratory cross-checks the information recorded by the surveyor to ensure accuracy and completeness.
- Packaging Integrity: The condition of the packaging is assessed to ensure it remains intact and hasn't been compromised during transit.
- Recording Essential Details: The laboratory logs the following:
  - Date and time of the sample's receipt.
  - Temperature of the sample upon arrival.
  - Verification of the sample's best before date before testing.
  - Date and time when testing was conducted.

- Criteria for Testing: Samples that exhibit damaged packaging, temperatures exceeding 8 degrees Celsius, or those past their best before date are deemed unsuitable for testing.
- Handling Rejected Samples: Any samples that don't meet the testing criteria are duly noted. In such cases, HallMark collaborates with the surveyor to facilitate the collection of replacement samples.
- Feedback Mechanism: The laboratory leverages the HMX system to provide real-time feedback. This includes confirming the acceptance of samples and appending the test findings to the respective documents.
- Monthly Reporting: For record-keeping and transparency, a monthly Excel spreadsheet detailing the samples is shared with both the testing laboratory and the FSA.

HallMark's data collection, management, and reporting protocols underscore our commitment to ensuring the precise and prompt dissemination of sampling details to both the laboratory and the FSA.

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

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1. HallMark Sampling System - A Paradigm Shift in Data-sharing

The HallMark Sampling System (HMX) is a custom-built platform (an Innovative IT tool) for managing sampling projects that enables management of the entire sampling process, connecting with multiple Laboratories and FSA projects.

The system is based on tried and tested operational experience working for the FSA in sample collection across a range of wide variety of sampling projects. In a nutshell, the system assists with the following important tasks:

- Surveyors access to project sampling data to inform their local sampling plans
- Easy access to shared sampling data
- Central co-ordination including assignment of samples to Surveyors and management of sample requests
- Access to real time report spreadsheets, managing version control and reducing the need for email traffic
- Sourcing of sampling equipment monitoring stock control
- Schedule sampling days and notification to HallMark central teams and Laboratories so workload can be planned (this is extremely useful for Laboratories based on operational feedback)
- Access to relevant information to prepare the collection
- Recording of communications relevant to individual samples
- Easy sample data logging and upload of receipts and photographs for checking (QC)
- Notification to the central team and Laboratories on completed collections and or non-collections
- Data accuracy and centralised quality control systems
- Rapid electronic transfer of sample information from Surveyors to Laboratories, and vice versa such as laboratory feedback, confirmation of receipt, acceptance or request for re-samples
- Added value to Laboratories avoiding data duplications.
- Centralised storage of standardised sampling data
- Centralised updates to bring the system in line with changes
- Ability to link the sampling database with multiple laboratories and FSA client

2. An Innovative Team

Our adaptability and flexibility in methodology and approach allow us to seamlessly integrate with any existing systems. We can use equipment sourced by laboratories, adopt alternative delivery options, and quickly set up any preferred system, ensuring we meet the specific needs of each project.

3. A Flexible Sampling Plan

Our proposed sampling design is not rigid; it is adaptable to changes based on lab preferences and FSA approval. This flexible approach allows for adjustments that can result in cost savings and increased efficiency.

4. Innovative and Flexible working practices for handling multiple analytical Laboratories or contractors

We already have experience of doing this. HallMark has worked with multiple Laboratories such as Animal and Plant Health Agency Weybridge, UKHSA (Porton, York, London), Agri-Food and Biosciences Institute Northern Ireland (AFBI), FERA and Premier Analytical Services. The HallMark IT system has been designed to support a secure multi-lab analysis strategy.

5. Adjustment of Sample Costs in Financial Proposal:

In our financial proposal, we have taken a conservative approach to budgeting to account for variability in retail prices and potential inflation. Key measures include:

- Monitoring and Adjustment: Close monitoring of actual market prices throughout the sampling period, with detailed tracking of purchase costs in the HMX system.
- Invoice Adjustments: Adjusting invoicing to reflect actual costs incurred, ensuring the FSA is billed accurately.
- Transparency and Accountability: Providing the FSA with a detailed breakdown of actual costs, supported by data recorded in HMX and purchase receipts.
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6. Conclusion

The HMX system, combined with our flexible sampling plan, innovative team, and efficient working practices, positions HallMark at the forefront of data-sharing and project management. These innovations ensure timely, accurate, and transparent data handling, contributing significantly to the success of the project.

3: THE PROJECT PLAN AND DELIVERABLES

A. THE PLAN

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

Overview

Our project plan is designed to ensure the highest quality in our processes and deliverables, fully aligning with the expectations of the FSA. Following the Project Initiation meeting with the FSA and the designated laboratory, we will refine our approach to ensure it is robust, scientifically sound, and tailored to the specific needs of this project.

Introduction

This section outlines the tasks and sub-tasks necessary to achieve the objectives outlined in Section 1B of this application. A detailed ProjectPlan, including linked objectives, deliverables, deadlines, and resource allocation, can be found at the end of this section. This visual flowchart and the Calendar illustrate the proposed plan in its entirety.

Tenderers Notified of Outcome of Appraisal (August 24)

Contract Awarded and Signed

Expected Completion Date: 15-21 August 2024
Description: The FSA will notify tenderers of the outcome of the appraisal and identify the preferred tenderer(s). The contract will then be awarded and signed. We anticipate receiving from the FSA the Family Food dataset upon contract award, ensuring we are well-prepared for the project initiation meeting(s).

1. Survey Pre-Design (this document)

Objective 1: Design a pragmatic and cost-effective sampling plan, which is based on relevant data, is fit for purpose, realises the scientific objectives, and ensures the methodology is clearly recorded and consistent for all parties.

We propose a sampling plan and methodology as described in the scientific approach/scope of work. Our design remains flexible to accommodate potential changes and will undergo FSA peer review and approval before implementation.

2. Project Initiation Meeting(s)

Objective 2.1: Ensure that all information relevant to the project concerned has been provided or requested and HallMark has full understanding of the sampling specification to meet FSA objectives and expectations.

Objective 2.2: Ensure consistent communication of data and sample labelling between collection and the Laboratory performing the analysis.

Expected Completion Date: 11 September 2024

Description: Following the contract award in August 2024, we plan to hold the project initiation meeting as early as possible, aiming for no later than 11 September 2024. The primary objective of this meeting(s) is to align our project team with the FSA's expectations and requirements, finalise the sampling methodology, and address any preliminary queries. This meeting will also involve the laboratory to validate the sampling plan and finalise handover protocols. Communication avenues will include face-to-face meetings, emails, and phone calls.

During this meeting, we'll demonstrate the capabilities of the HallMark Sampling System (HMX), ensuring a consensus on the preferred data transfer and storage formats. HMX ability to integrate with multiple laboratories and the FSA offers an optimal solution for efficient data management.

We recognise the importance of close collaboration with the testing laboratory. This ensures accurate sample handling, timely deliveries, and efficient data transfer. We will consider the laboratory's requirements for both sample collection and transportation, ensuring alignment with their testing timelines. Our existing relationships with labs such as APHA, UKHSA, AFBI and FERA will be leveraged, ensuring smooth coordination due to our familiarity with their protocols.

During the meeting with we aim to confirm with the laboratory:

- Laboratories' Key Contacts: Identifying primary contacts, both operational and senior.
- Sample Size: we understand each sample package should contain at least 100 grams. This will be confirmed.
- Laboratories' Capacity: Agreeing on the schedule and ensuring the labs can handle the proposed sample volume.
- Labelling Protocol: Ensuring traceability through standardised labelling and submission letters.
- Sample Numbering: Using tamper-proof bags with unique printed numbers.
- Temperature Conditions: Ensuring samples are kept between 2 and 8°C and that the lab records temperatures upon sample arrival.
- Delivery Arrangements: Coordinating sample collection and delivery times to optimise laboratory testing costs.
- Data Reporting Requirements: Confirming the continued use of the HallMark Sampling System (HMX) for data transfer.
- Testing and Laboratory Feedback Protocols: Establishing protocols for sample acceptance, rejection notifications, and coordination for additional samples if needed.

3. Establish the Sampling Project Plan and Methodology

Expected Completion Date: 18 September 2024

Description: We aim to complete the establishment of the Sampling Project Plan and Methodology within one week of the Project Initiation meeting(s), targeting 18 September 2024. The plan will detail timelines, objectives, deliverables, sampling frames, responsibilities, participants, and full project cost. It will be reviewed and amended by the HallMark operations team considering the clarification meeting(s) and FSA expert peer review to ensure alignment with the agreed-upon sampling methodology and project requirements.

4. Authorisation of Sampling Project plan, cost and methodology. (peer review of design by FSA)

Objective 3: To ensure the plan is fit for purpose, agreed by FSA and Laboratories and within the FSA objectives.

Deliverable 1 (D1): A comprehensive Project plan defining all sampling work and reporting to be undertaken, Scope of Work, and Pricing Schedule, as agreed with the FSA by the specified date.

Expected Completion Date: 25 September 2024

Description: The target is to complete the authorisation process within two weeks of the Project Initiation meeting(s), aiming for 25 September 2024. This timeframe allows sufficient time for the FSA to review the Project Plan, provide feedback, and ensure all elements meet the required standards and align with the project objectives. HallMark will address any feedback, make necessary amendments, identify potential risks, and seek the required authorisations.

5. Project Launch

Objective 4: Ensure effective communication to all internal and external stakeholders regarding the project commencement.

Description: Upon receiving FSA authorisation, the project will be officially launched, marking the start of the survey activities. The project launch signifies our commitment to carrying out the survey in accordance with the approved plan and objectives. This includes informing all stakeholders about the project details, timelines, and their specific roles and responsibilities.

6. Sampling Preparation

This section outlines the essential activities required to ensure efficient and accurate sample collection by adequately preparing our resources. Our primary focus is on equipping surveyors with a clear understanding of their roles and responsibilities, enabling them to execute the sampling program smoothly and efficiently. The subtasks related to sampling preparation, outlined below, are scheduled to commence upon tender notification award.

6.1. Confirmation of the Workforce

Objective 5.1: To identify/confirm suitable and sufficient office staff and Surveyors and to ensure resources are in place to deliver efficient and accurate sample collection.

Target Completion Date: 06/09/2024

Description: The goal is to complete the confirmation of our workforce within two weeks of the contract award. By 6th September 2024, we aim to have all necessary personnel identified and prepared to undertake their roles effectively, ensuring seamless execution of the sampling program. The list of selected Surveyors will be incorporated into the sampling list spreadsheet and HMX. A pool of 16 competent surveyors across 12 ILT1 Regions has been pre-identified. Each Surveyor will be responsible for collecting samples from one or more designated locations. If additional surveyors are needed, HallMark can promptly allocate necessary resources to ensure the project timeline is maintained. Additionally, we have an adequate number of office staff in place to support the project requirements.

6.2. Training

Objective 5.2: Provide comprehensive and verified training to all Surveyors, ensuring consistent instructions and guidance for achieving uniformity in sample collection.

6.2.1 Finalise Surveyors training pack & Test

Expected Completion Date: 26/09/2024

Description: This task will be completed within one day of the authorisation of the sampling project plan. Existing training materials will be reviewed and updated to align with the project's specific requirements. Finalised training

materials, including PowerPoint presentations and a comprehensive training schedule, will be prepared to ensure surveyors are effectively trained.

6.2.2 Delivery of the training

Target Completion Date: 30/09/2024

Description: Surveyors will receive the Sampling Instructions Document prior to the training event. A project start-up webinar workshop will be organised to align all project staff with the project's objectives, challenges, and solutions. Surveyors experienced with similar AMR sampling initiatives will benefit from a refresher session, while new recruits (if any) will receive comprehensive training, particularly on using the HMX sampling system software.

Training for HMX Sampling System Software: Our pre-selected surveyors, who are already engaged in sampling collection for HallMark's FSA commitments, including current Microbiological Survey AMR projects, are well-versed with the HMX sampling system software. We ensure that any new recruits receive comprehensive training on HMX as part of our standard onboarding process.

Data Backup and Contingency Procedures: To mitigate any potential software failure, we have established robust data backup and recovery protocols. These include:

- Hourly Database Backups: Our approach to data security involves hourly database backups, with a rotation system and off-site storage. This ensures the safety and quick recoverability of our data within the HMX system.
- Weekly CSV Reports: Complementing our backup strategy, we generate weekly CSV reports from the HMX system. These reports offer a comprehensive and current overview of the sampling data, crucial for tracking project progress and maintaining data integrity, even in the face of technical challenges.

Note: Additional details regarding data security measures specific to the HMX system are outlined under the Q7 C) Quality Management, Data Protection section, and the Risk Management question.

6.3. Equipment Preparation and Dispatch

Objective 5.3: Ensure Surveyors are equipped with necessary instructions, sampling equipment, and documents.

Target Completion Date: 27/09/2024 (for initial equipment, then ongoing throughout the project)

Description: This task will be completed two weeks before sampling commences. HallMark will prepare and assemble all required sampling packs and documents, verifying that each pack is complete before dispatching them to designated surveyors.

6.4. Configure Sample Software (HMX) and Test

Target Completion Date: 27/09/2024

Description: The HMX software, already configured and tested from previous projects, will be updated with project-specific data. This system facilitates data management, allowing multiple users, including the FSA and laboratories, to

access and utilise it simultaneously. The HMX system will be tailored to meet the specific sampling requirements, enabling real-time reporting and efficient data transfer.

7. Execution of Sampling Plan and Reporting

Sampling Commences: 14/10/2024
Sampling Completion: 24/09/2025

Description: We propose to initiate sample collection on 7th October 2024, based on the following assumptions:

- Evenly sampled over a 12-month period
- 315 samples (including 5% contingency)
- Market share seasonality: 18% of the samples will be taken between January and March
- One sampling week every month
- Samples dispatched to the laboratory from Monday to Wednesday only.
- Avoiding half terms, bank holidays, public holidays (i.e., Easter and Christmas), and the week before these holidays to prevent samples from arriving outside of laboratory hours and to accommodate the lengthy STEC testing process if positives are found.
- Average hours per sampling day/per collector: 10 hours/day (includes travel, purchase, admin, and postage)
- Average samples per day per collector: 6.5 samples/day
- Total hours: 485 hours
- Number of sampling days: 48 per year
- Average samples per box: 6.5 samples/box

Please refer to the table at the end of this section for the proposed Schedule and Calendar of sample collection.

7.1. Ongoing Quality Reviews & Reporting

Objective 6.1: Ensure accurate reporting and timely achievement of objectives, deliverables, and required quality levels, driving continuous improvement.

Deliverables (D2 – D4):

7.1.1. D2- Delivery Q1 Review Point (Oct-Dec 24) including the Excel summary report by 08/01/2025
7.1.2. D3- Delivery Q2 Review Point (Jan-March 25) including the Excel summary report by 02/04/2025
7.1.3. D4- Delivery Q3 Review Point (April-June 25) including the Excel summary report by 09/07/2025

Description:
Ongoing quality control mechanisms include:

- Authorisation of outputs as agreed with the FSA.
- Online review of collection progress against the plan, with a dedicated operations team monitoring the work.

Throughout the project, HallMark will maintain open channels of communication with the laboratory and the FSA. Any significant deviations from the agreed contract timetable or other problems will be promptly reported to the FSA by our

dedicated Sampling Operations Team (SOT). The HallMark Sampling System (HMX) allows the FSA and the lab to access relevant sampling information directly, enabling progress updates to be viewed at any point during the project. Photographic evidence of all samples, as required by the FSA, will be uploaded to HMX, accessible by the FSA and the lab at any time. Our central support team conducts remote monitoring of the HMX system. The recorded data and uploaded photographs are thoroughly checked against each sample to ensure accuracy and completeness. This quality control process ensures that the required product information, including durability dates and instructions, is included in the documentation. Each photograph is linked to the unique sample number to allow for traceability.
Quarterly reports are completed to ensure that quality control mechanisms are applied consistently and that the entire process runs smoothly. Each quarter, HallMark emails the FSA and the lab a report which will include:

- An Excel summary table detailing data from each sample taken over the three-month period.
- Comparison of achieved sampling quotas against the original sampling plan.
- Statistical insights and other technical subjects (e.g., sample distribution by location and retailer).
- Documentation of notifications informing brand owners of survey sample acquisitions.
- Recommendations for improvement.
- Lessons learned.

We aim to schedule review meetings with the FSA and the testing laboratory just before our proposed deliverable dates.

7.2. Collection Process

Objective 6.2: Ensure sample collection or purchase by trained and competent staff in accordance with FSA best practice guidance.

Description: The collection process will adhere to the established sampling plan and encompass the production of the final report, as described in the following section.

7.3. Final Sampling Report (October 2024 to September 2025)

Objective 6.1: Ensure accurate reporting and timely achievement of objectives, deliverables, and required quality levels, driving continuous improvement.

Deliverable 5 (D5): Delivery of Final Sampling Report for all sampling work undertaken during the period 2024 by this date

Expected Completion Date: 23/10/2025

Description: After completing the sampling in September 2025, HallMark will promptly initiate the process of producing the sampling completion report in accordance with the specification requirements. Within 30 days of the end of the sampling, HallMark will prepare a comprehensive report on the survey design and sampling plan.

The report will be submitted to the FSA and the laboratory in a suitable and accessible format, ensuring compliance with the specified guidelines. As in all previous AMR projects delivered for the FSA, the report will address key elements outlined in the specification, including:

- Title & project number
- Background of the survey
- Study Design Summary and Deviations from the Sampling Strategy: A concise summary highlighting the sampling strategy employed and any deviations encountered during the process. Any necessary explanations or comments regarding the deviations will be provided.
- Annex 1: Final Report AMR FS900515 / C288869 - Data Spreadsheet. This spreadsheet, in MS Excel format, will contain all sample collection data reports. It will provide a summary of relevant figures, categorizing samples as Lab QC Satisfactory or Lab QC Rejected.
- Annex 2: Surveyor Notification to Retailers and Brand Owners. For large retailers and brand owners, notifications will be sent following standard FSA guidelines, with records of these notifications attached to the report.

Additionally, photographic evidence of all samples will be uploaded to the HallMark Sampling System (HMX), allowing the FSA to access the images at any time. A separate electronic file containing the photographs will also be provided to the FSA as part of the final report.

Detailed Project Plan

FSA Additional clarification:
We are fully prepared to amend the start date of the study to w/c 24th September, as well as adjust all subsequent dates, including tasks, milestones, deliverables, invoice due dates, and meetings. These adjustments will be made once we are notified of the successful laboratory and following our initial meeting with the FSA and the selected lab(s).

To clarify, the timeline we presented in our proposal was a provisional plan. Finalising the dates will depend on confirming the laboratory and reaching an agreement with all parties during the Project Initiation Meeting(s).

Task No.	Task and subtasks Name	Target completion date	Resources initials	Objective Number	Deliverable number
	Tenderers notified of outcome of appraisal	**15/08/2024**			
	Contract awarded and signed	**21/08/2024**	**FSA**		
1	**Survey Pre-Design (this document)**		**FSA, DS, RVC**	**1**	
2	**Project initiation meeting(s) with FSA & Lab(s)**	11/09/2024	**DS, FSA, Lab**	**2.1. and 2.2.**	
3	**Establish the Sampling Project Plan and Methodology**	18/09/2024	**DS**		
4	**Authorisation of Sampling Project plan, cost and methodology. (peer review of design by FSA)**	**25/09/2024**	**FSA**	**3**	**D1**
5	**Project Launch**	25/09/2024		**4**	
6	**Sampling Preparation**	From award-14/08/2024	**PD**		
6.1	Confirmation of the Workforce	06/09/2024	PD	5.1	
6.2	Training	26-30 Sept 24	PD	5.2	
6.2.1	Finalise Surveyors training pack & test	26/09/2024	PD		
6.2.2	Delivery of the training	30/09/2024	PD		
6.3	Equipment Preparation and Dispatch	27/09/2024	PD	5.3	
6.4	Configure the sampling software (HMX) and test	27/09/2024	PD, IT Developer		
7	**Execution of Sampling Plan and Reporting**				
7.1	Ongoing Quality Reviews	Ongoing	PD, DS	6.1	

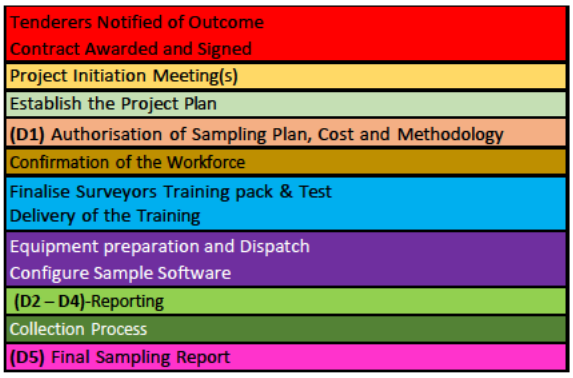
7.1.1.	D2- Delivery Q1 Review point (Oct-Dec 24) including the Excel summary report by this date (Initial 3 months review)	08/01/2025	PD, DS	6.1	**D2**
7.1.2.	D3- Delivery Q2 Review point (Jan-March 25) including the Excel summary report by this date	02/04/2025	PD, DS		**D3**
7.1.3.	D4- Delivery Q3 Review point (April-June 25) including the Excel summary report by this date	09/07/2025	PD, DS		**D4**
7.3	Collection process	14/10/24 to 24/09/25	Surveyors	6.2	
7.4	**D5-Final Sampling Report (October 2024 to September 2025)**	**23/10/2025**	**PD, DS**	**6.1**	**D5**

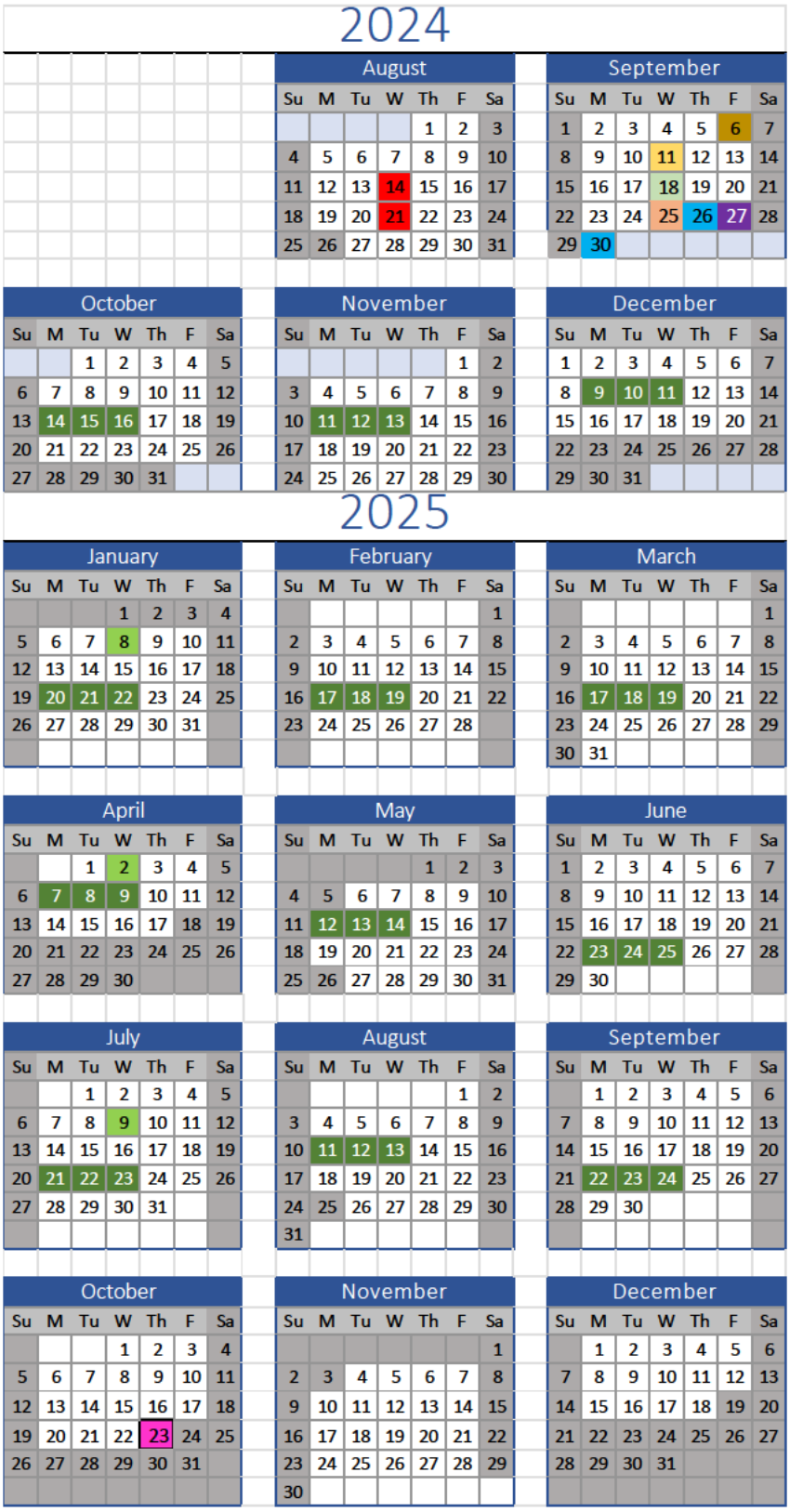
Sample Schedule table broken down by areas

ILT1 Region					East	East Midlands	West Midlands	London	North East	North West	South East	South West	Yorkshire & the Humber	Northern Ireland	Scotland	Wales
Months	Days	Dates	Daily Totals	Weekly Totals	Samples Collected / Area											
					TLH	TLF	TLG	TLI	TLC	TLD	TLJ	TLK	TLE	TLN	TLM	TLL
October	Monday	14/10/2024	15	29									8	7		
	Tuesday	15/10/2024	7												7	
	Wednesday	16/10/2024	7													7
November	Monday	11/11/2024	15	29	8			7								
	Tuesday	12/11/2024	7			7										
	Wednesday	13/11/2024	7				7									
December	Monday	09/12/2024	15	29					8			7				
	Tuesday	10/12/2024	7							7						
	Wednesday	11/12/2024	7								7					
January	Monday	20/01/2024	7	19	7											
	Tuesday	21/01/2024	7			7										
	Wednesday	22/01/2024	5				5									
February	Monday	17/02/2025	12	19				5	7							
	Tuesday	18/02/2025	7							7						
	Wednesday	19/02/2025	0													
March	Monday	17/03/2025	7	18							7					
	Tuesday	18/03/2025	7									7				
	Wednesday	19/03/2025	4										4			
April	Monday	07/04/2025	15	29	8			7								
	Tuesday	08/04/2025	7			7										
	Wednesday	09/04/2025	7				7									

May	Monday	12/05/2025	14	28					7			7				
	Tuesday	13/05/2025	7							7						
	Wednesday	14/05/2025	7								7					
June	Monday	23/06/2025	14	28									7			7
	Tuesday	24/06/2025	7											7		
	Wednesday	25/06/2025	7												7	
July	Monday	21/07/2025	15	29	7			8								
	Tuesday	22/07/2025	7			7										
	Wednesday	23/07/2025	7				7									
August	Monday	11/08/2025	15	29					8			7				
	Tuesday	12/08/2025	7							7						
	Wednesday	13/08/2025	7								7					
Sept	Monday	22/09/2025	15	29									8			7
	Tuesday	23/09/2025	7											7		
	Wednesday	24/09/2025	7												7	
		Total	315	315	30	28	26	27	30	28	28	28	27	21	21	21

Project Calendar





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 prosed work will automatically be calculated on the financial template.

• ELIVERABLE NUMBER OR MILESTONE IN ORDER OF EXPECTED	• ARGET DATE	• ITLE OF DELIVERABLEOR MILESTONE
• 1	• 5/09/2024	• comprehensive Project plan defining all sampling work and reporting to be undertaken, Scope of Work, and Pricing Schedule, as agreed with the FSA
• 2	• 8/01/2025	• elivery Q1 Review point (Oct-Dec 24) including the Excel summary report by this date (Initial 3 months review)
• 3	• 2/04/2025 •	• elivery Q2 Review point (Jan-March 25) including the Excel summary report by this date
• 4	• 9/07/2025	• elivery Q3 Review point (April-June 25) including the Excel summary report by this date
• 5	• 3/10/2025	• elivery of Final Sampling Report for all sampling work undertaken during the period October 2024 to September 2025
•	•	•

4: ORGANISATIONAL EXPERIENCE, EXPERTISE and STAFF EFFORT

A. PARTICIPATING ORGANISATIONS' PAST PERFORMANCE

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

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

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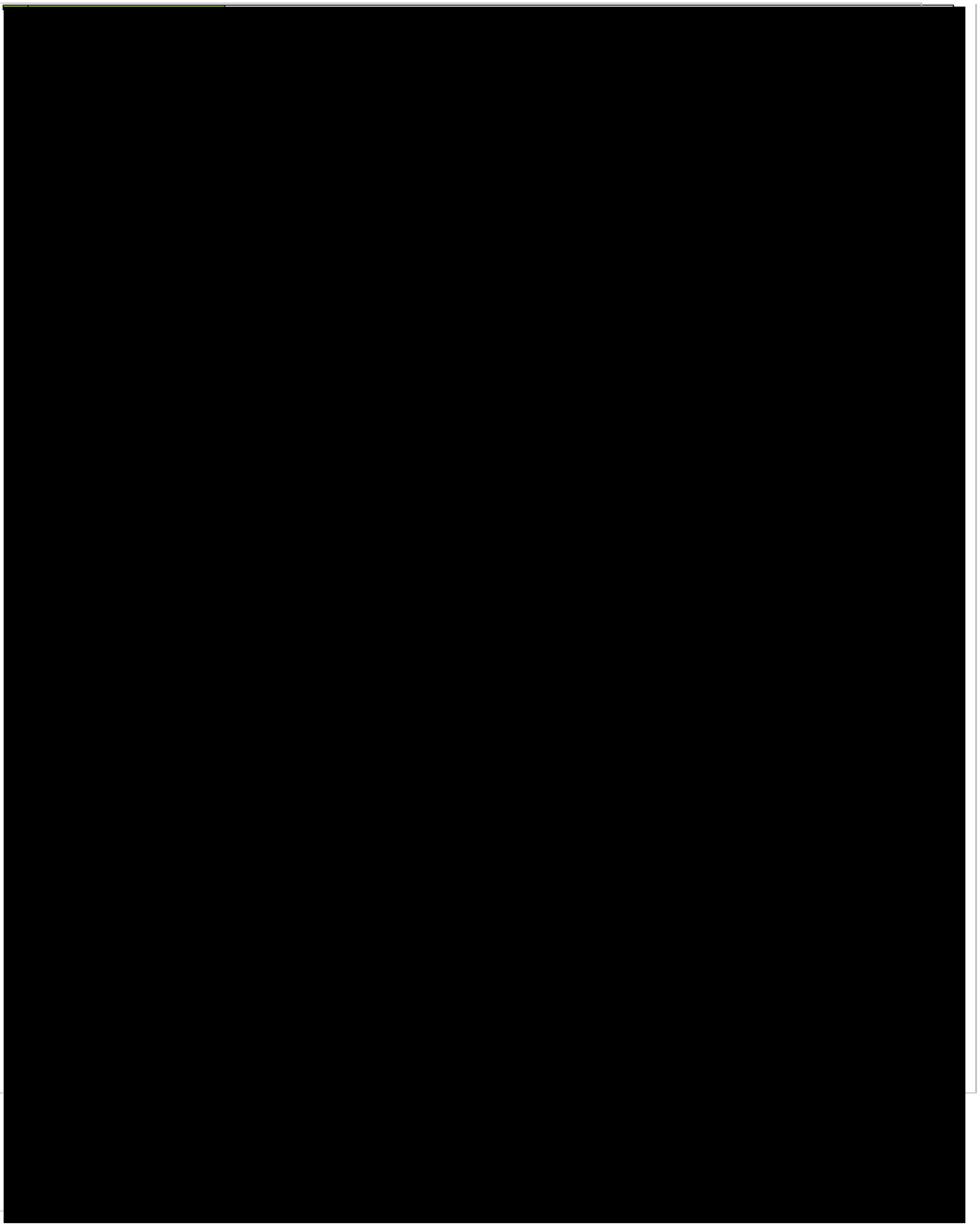

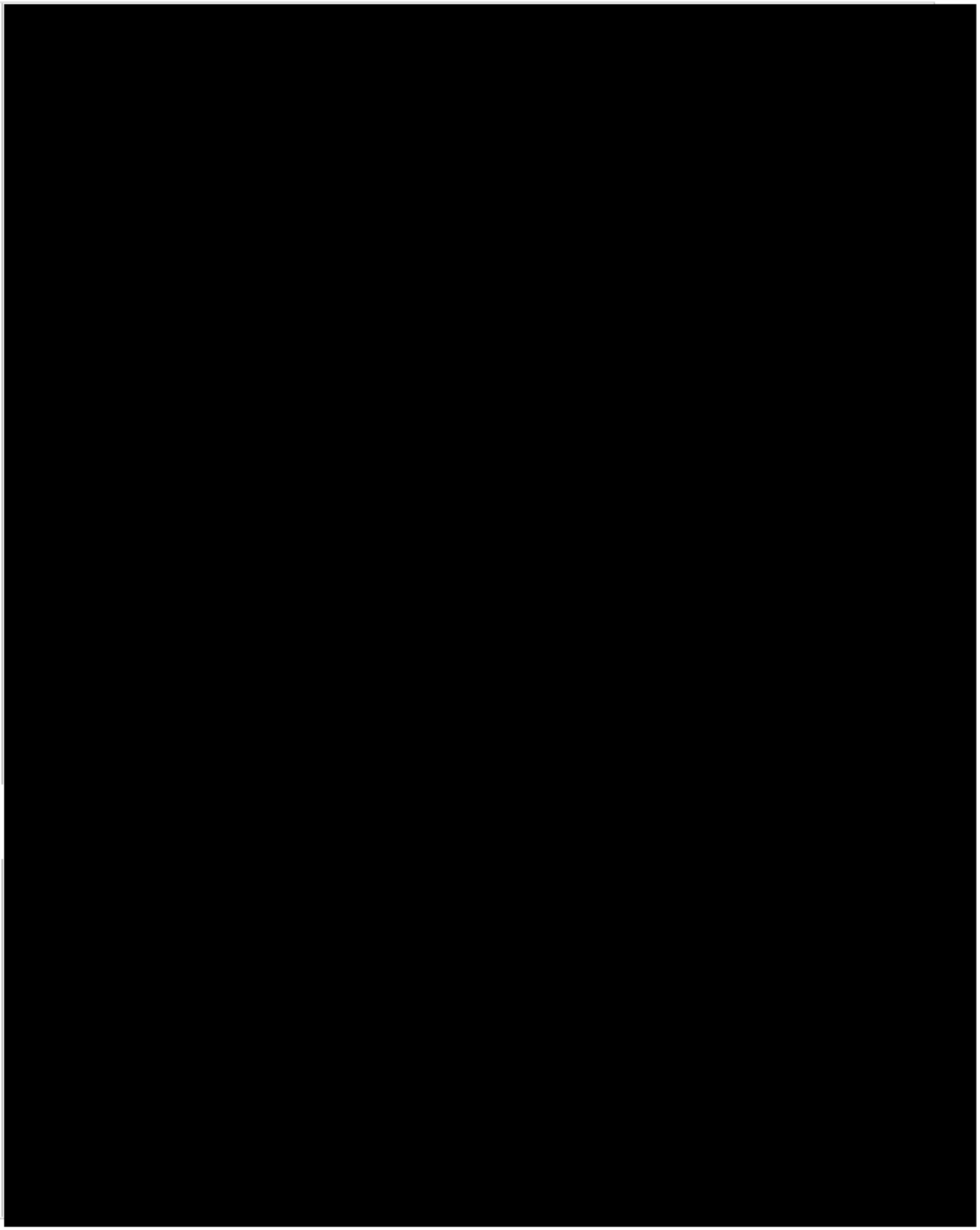

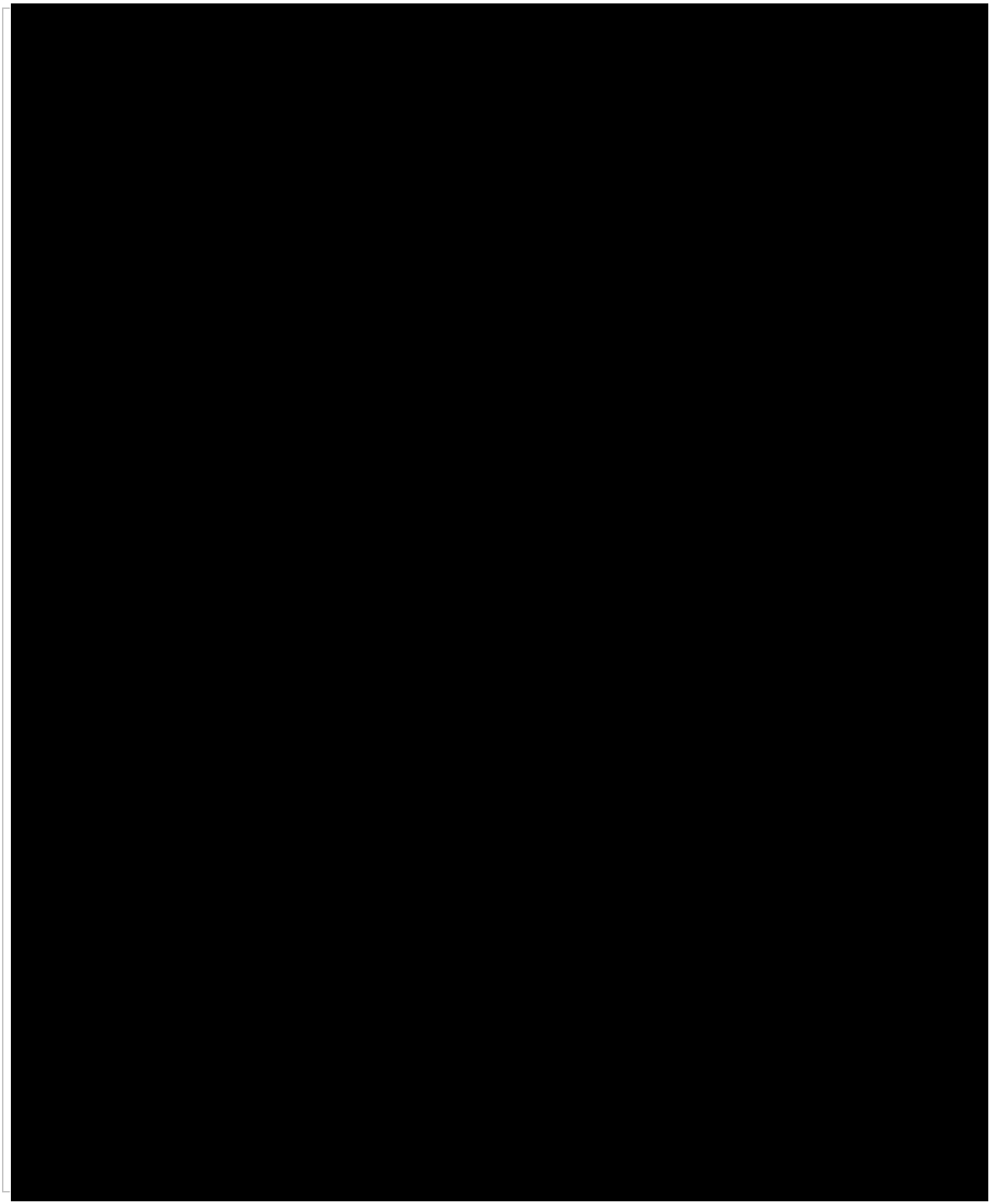

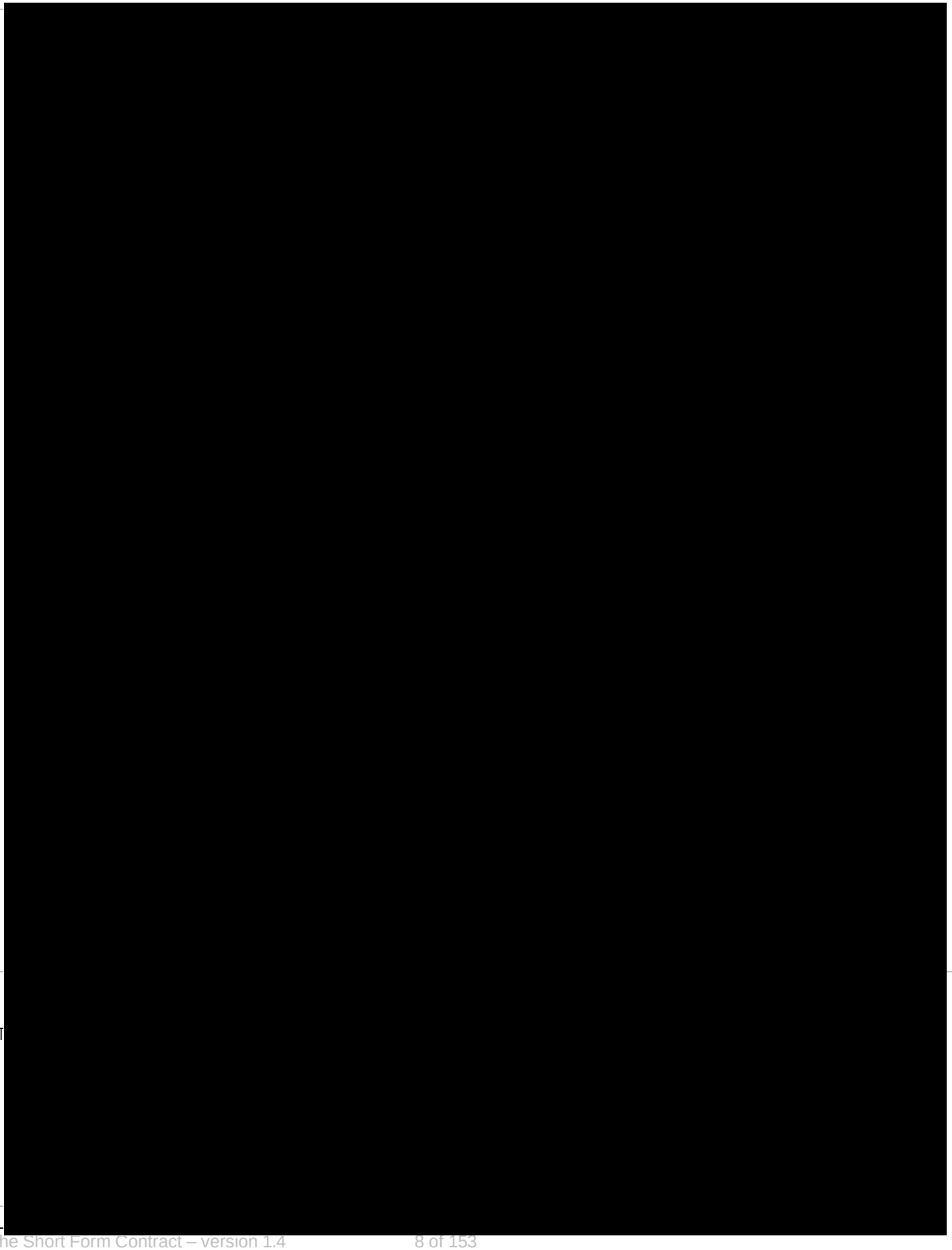

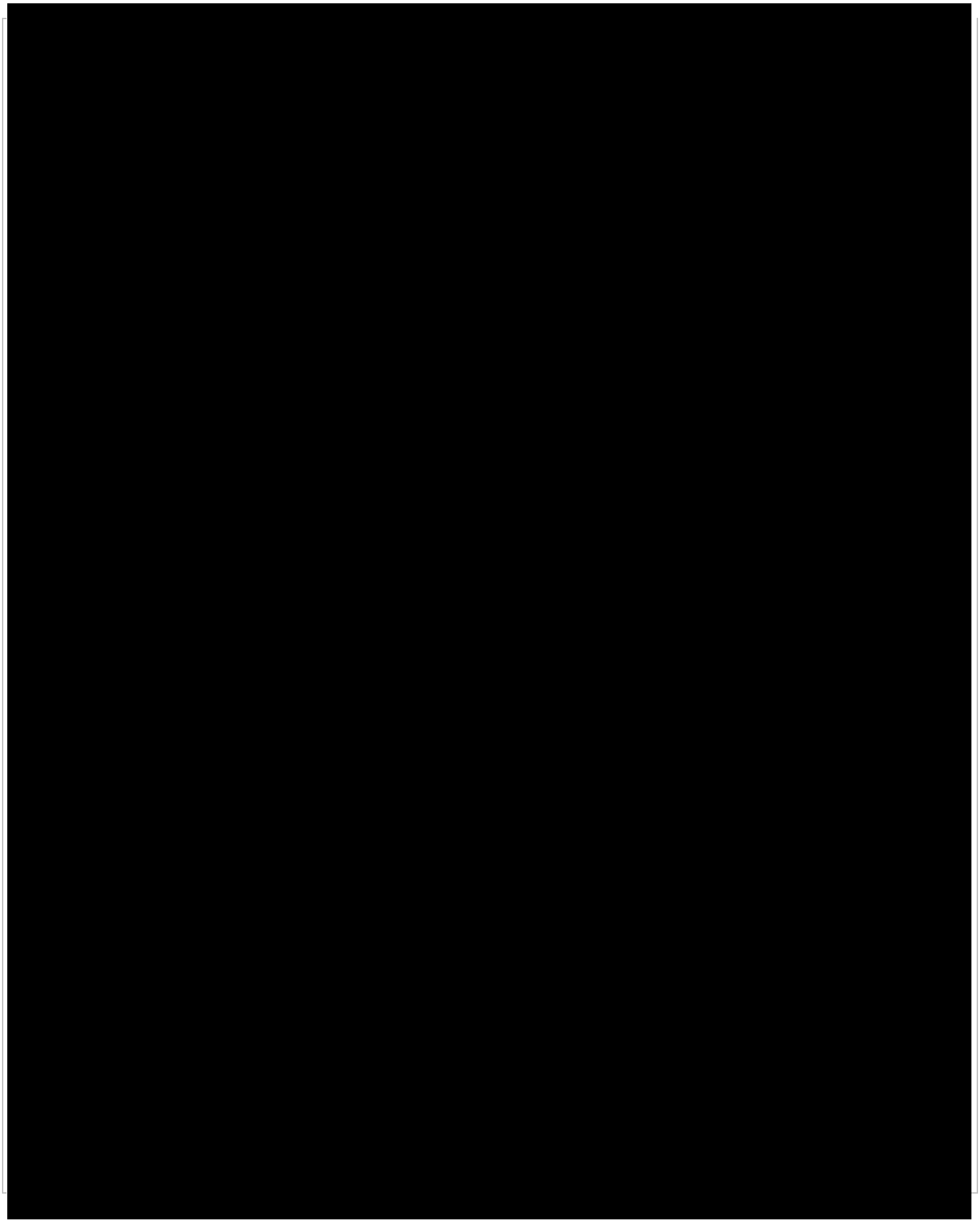

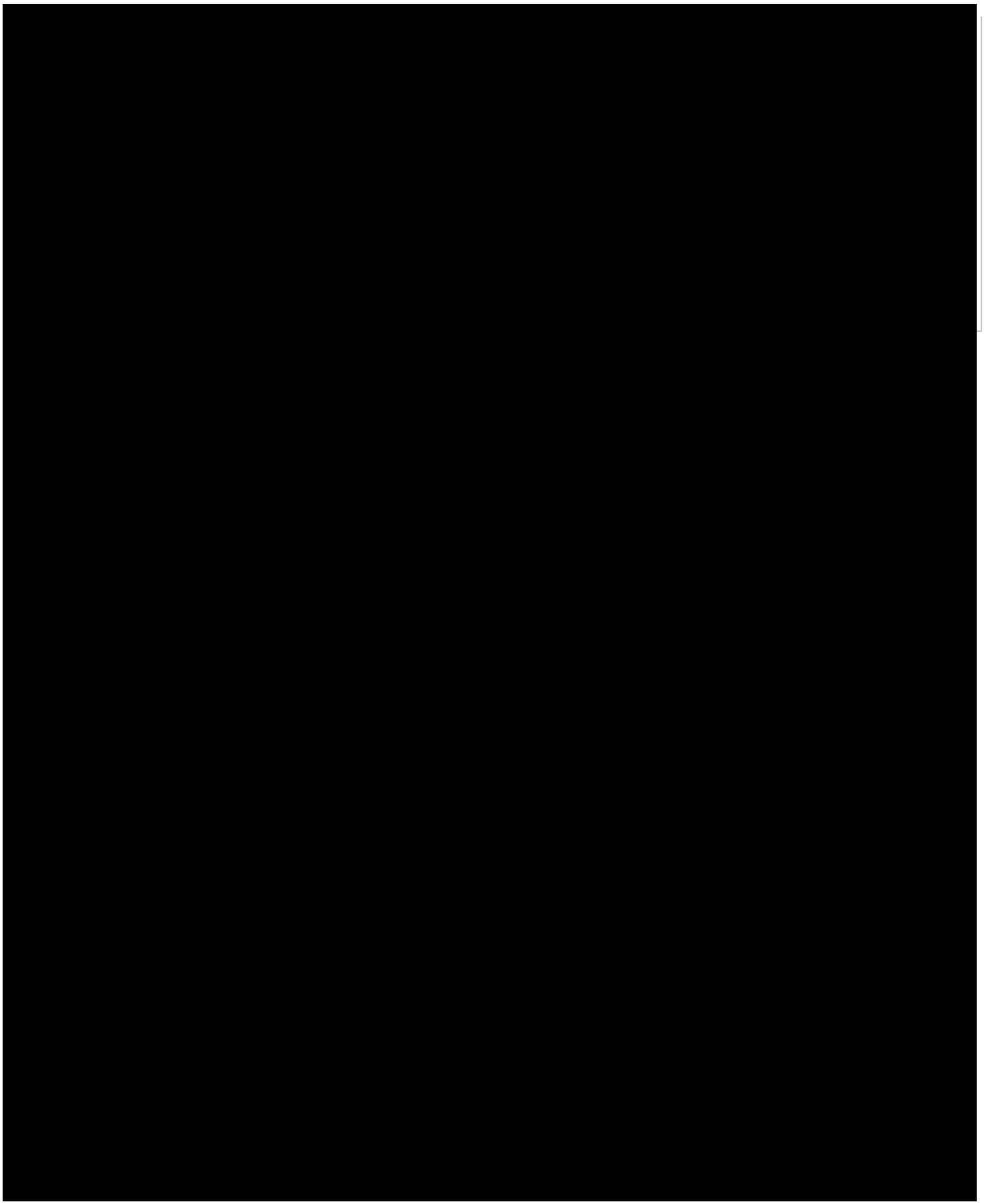

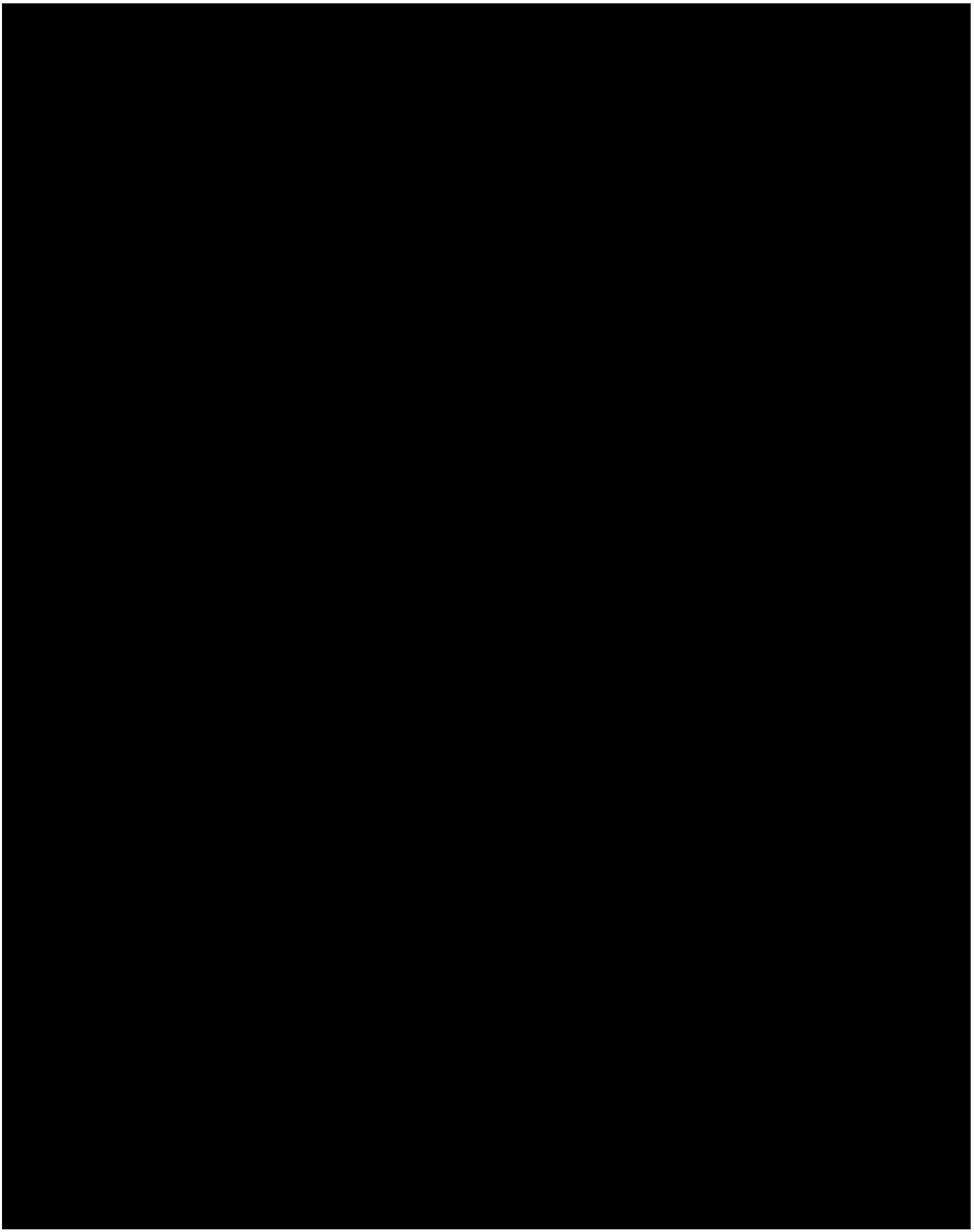

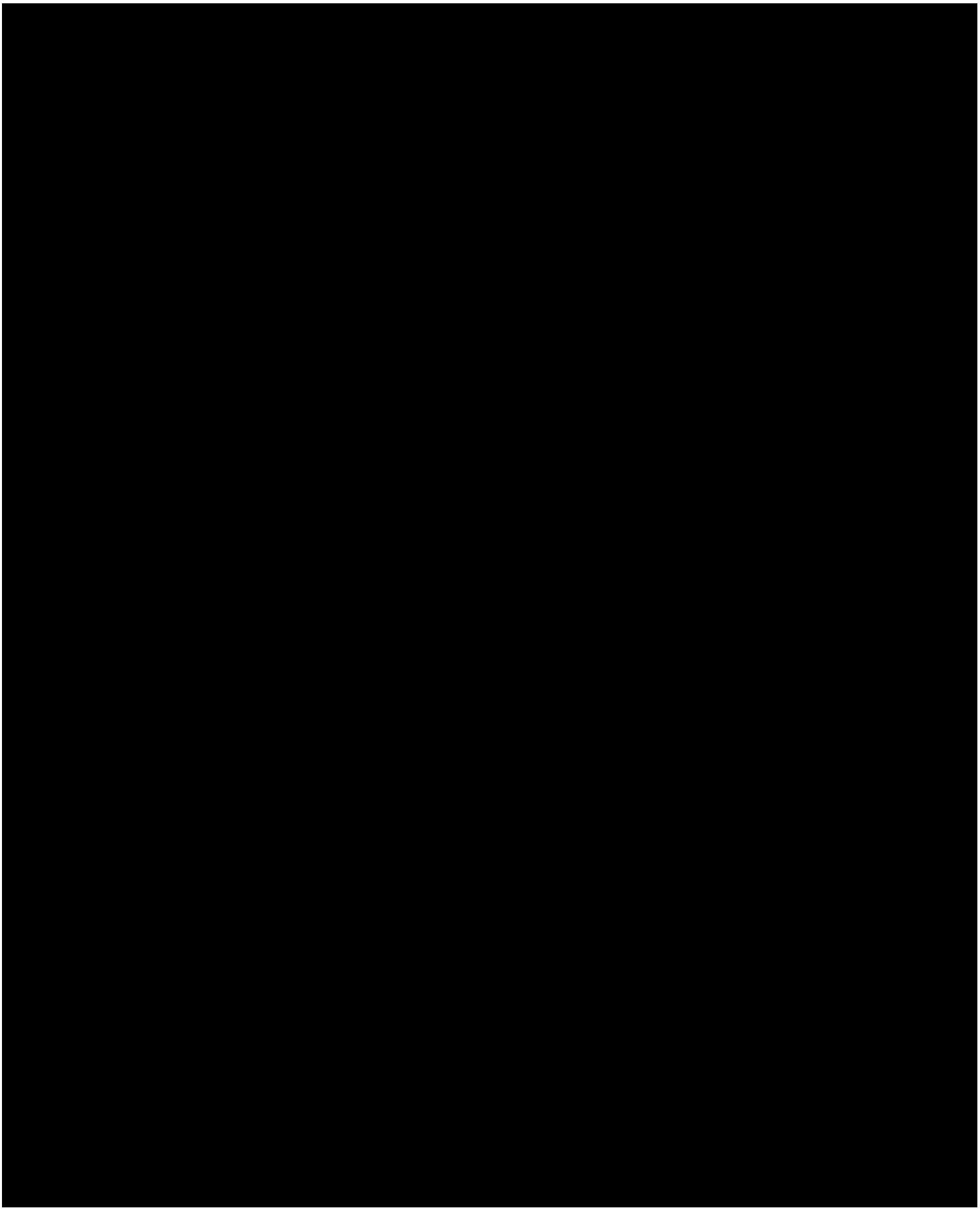

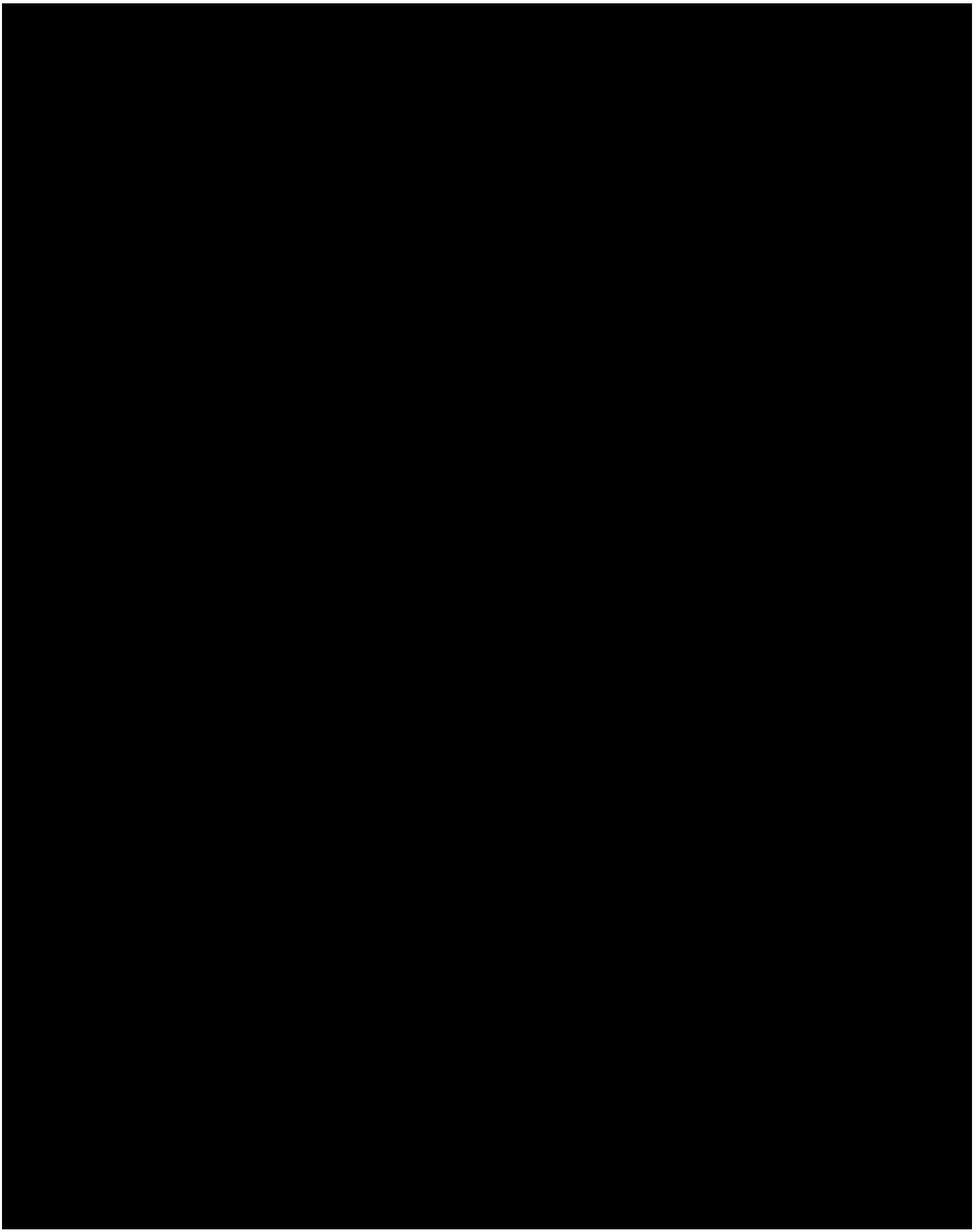

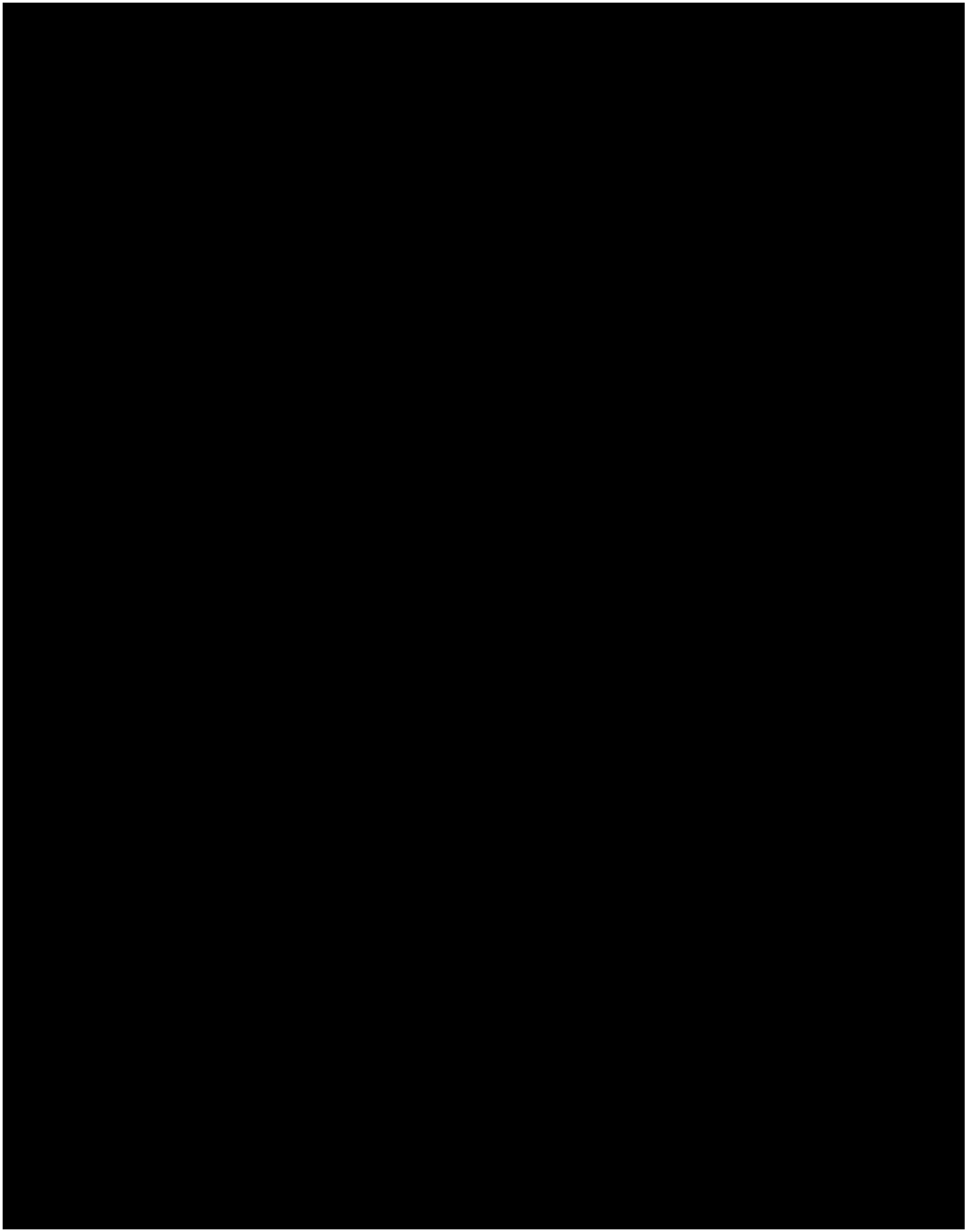

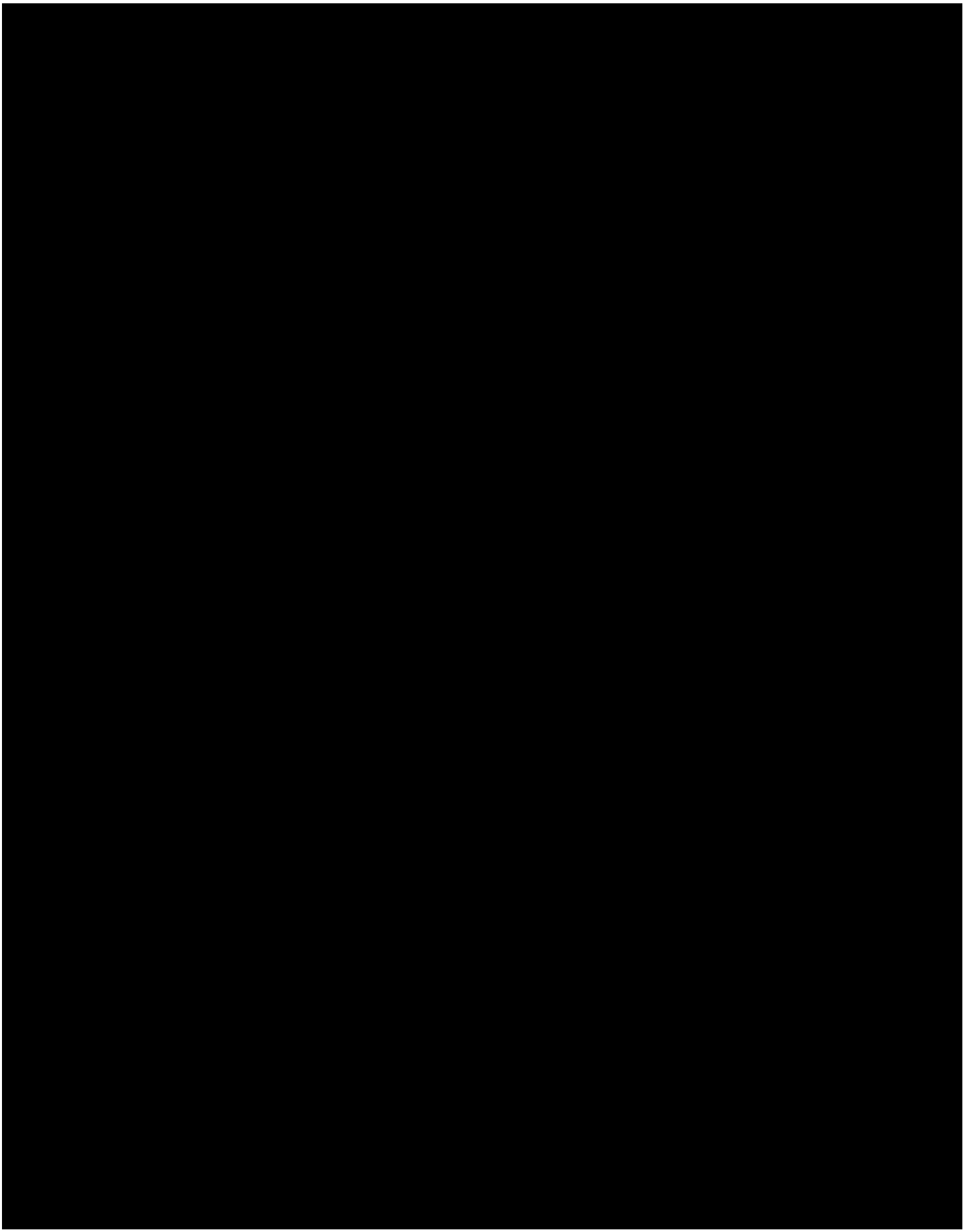

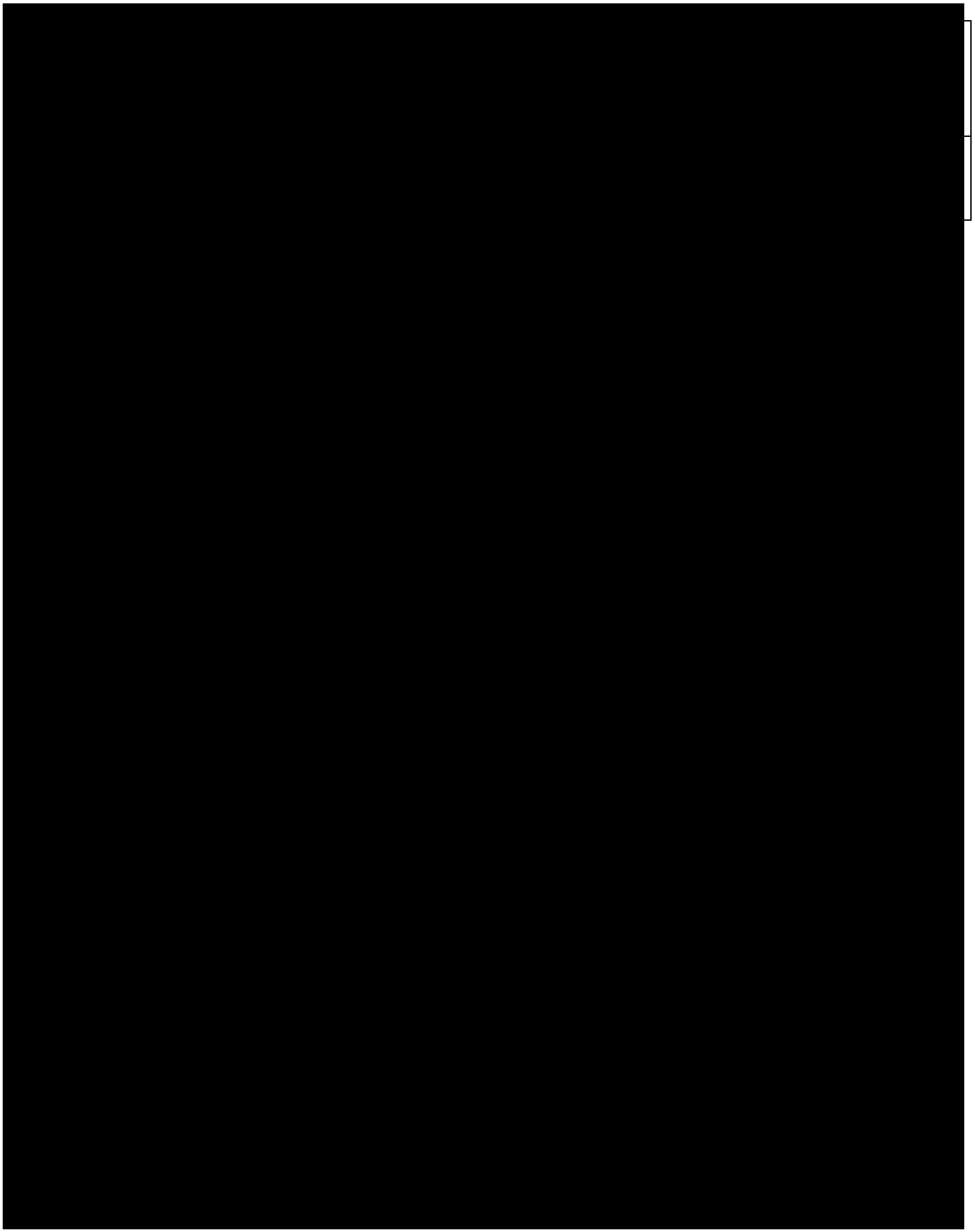

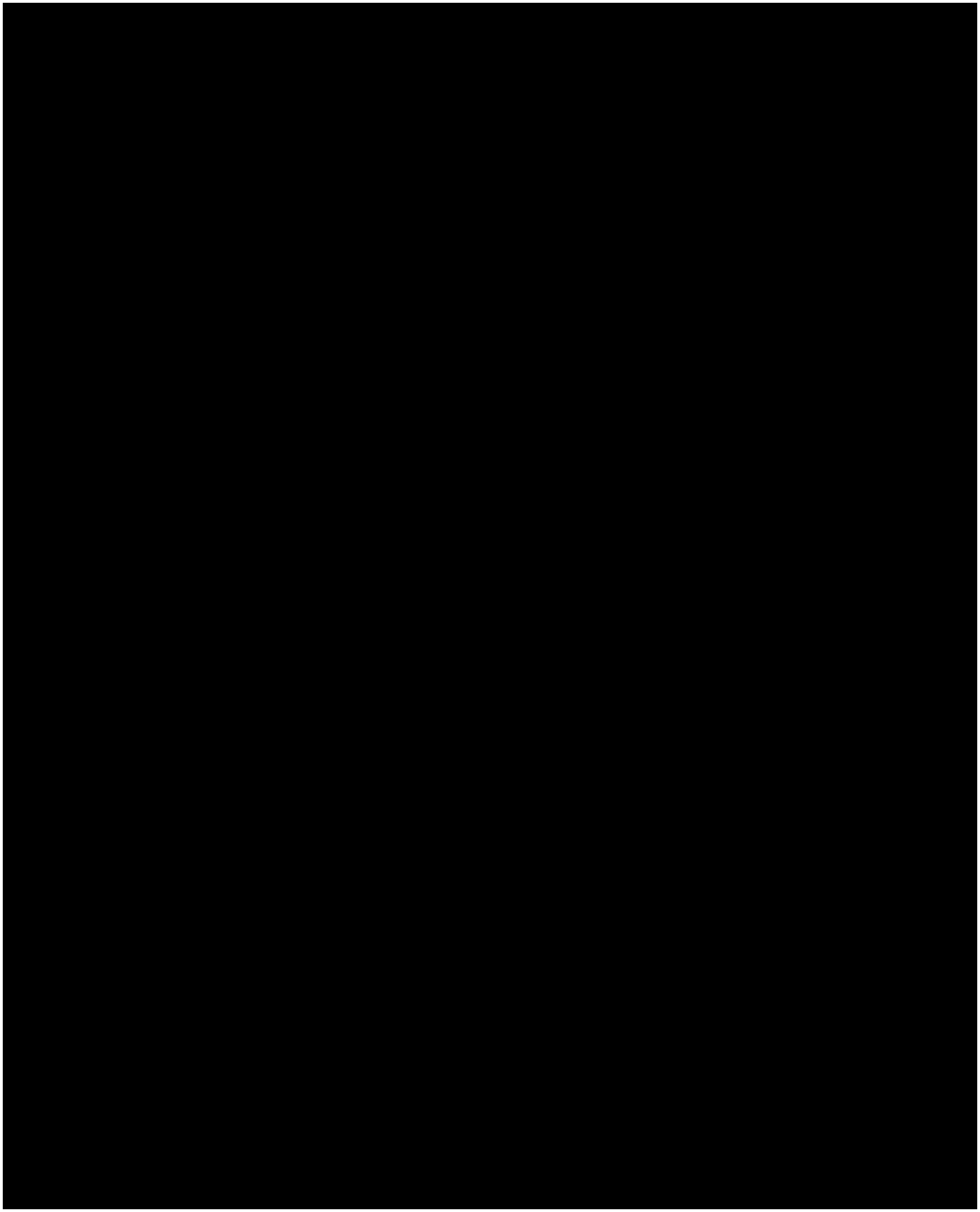

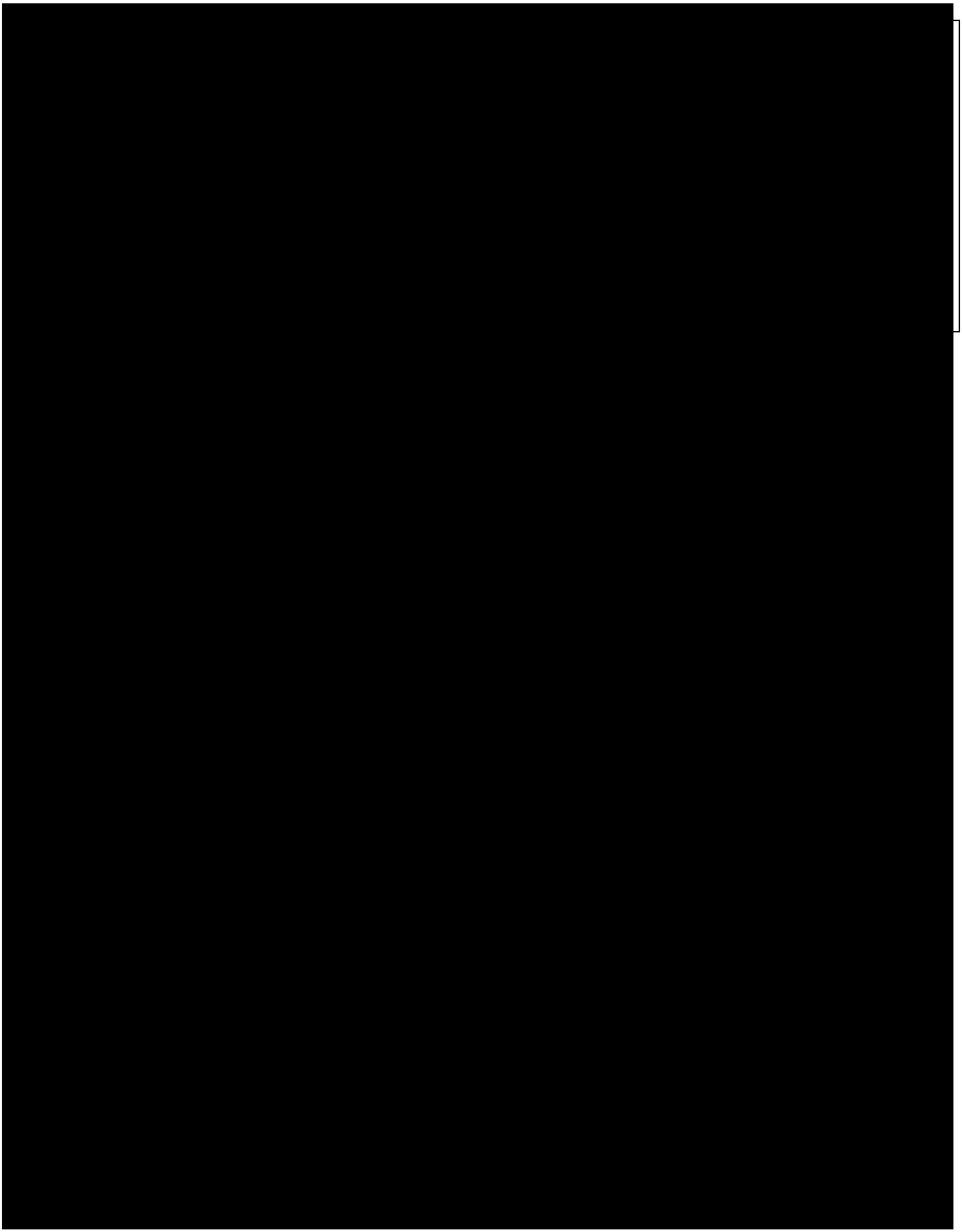

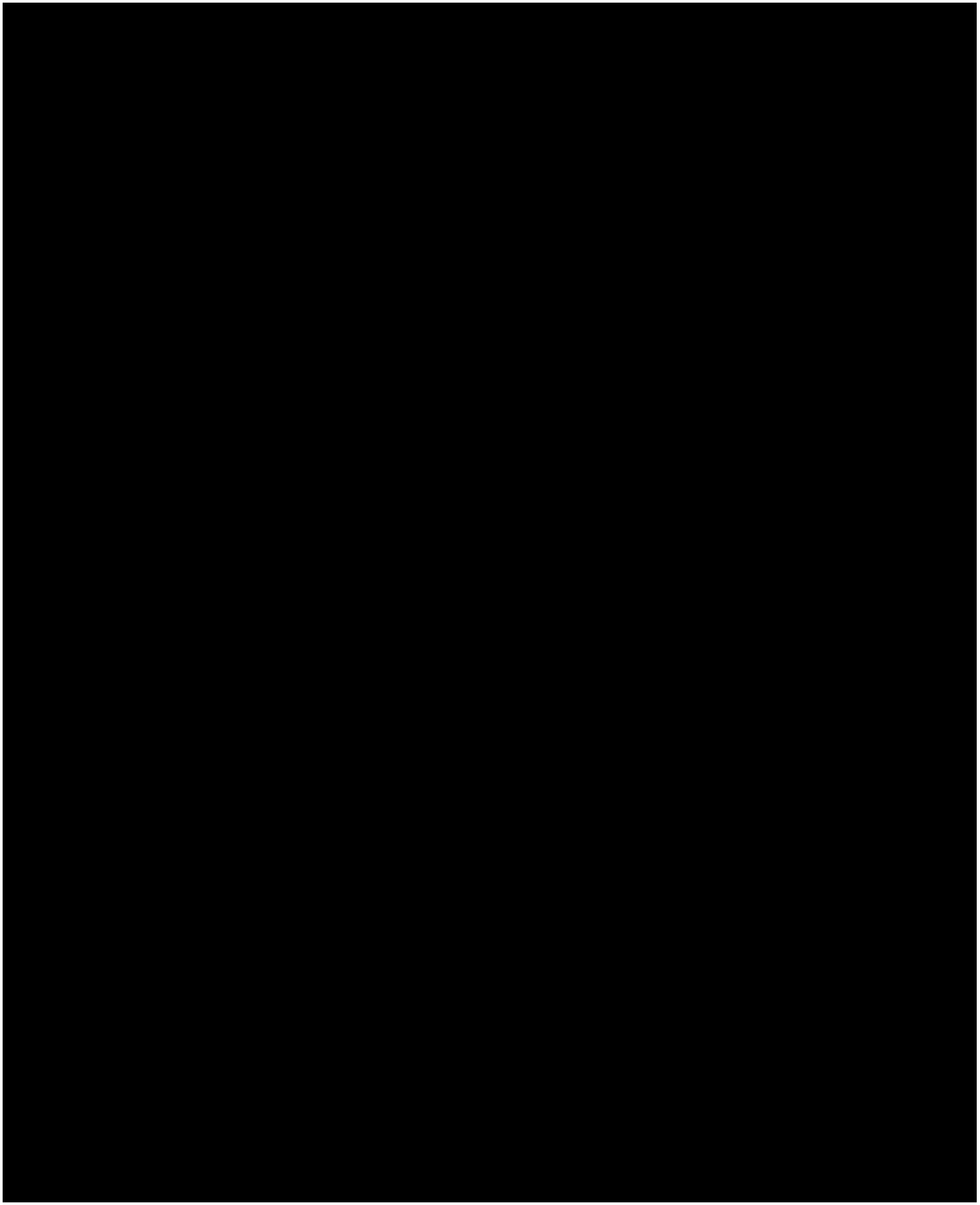

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5: PROJECT MANAGEMENT

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.

1. PROJECT MANAGEMENT APROACH

HallMark understands the criticality of effective project management in achieving specific goals within budgetary and time constraints. We have a highly flexible and innovative approach, continuously working to ensure that operations deliver the desired outcomes and meet the required quality standards. We prioritise meeting deadlines and maintaining strict confidentiality. Since July 2013, HallMark has successfully managed the design, implementation, delivery, and completion of multiple FSA Research/Survey projects, consistently delivering on budget and on time.

2. THE HALLMARK SAMPLING OPERATIONS TEAM (SOT)

HallMark has appointed a highly experienced Senior Project Manager to oversee the project and ensure that objectives and deliverables are achieved within the allocated time and budget while maintaining the required quality standards. The Senior Project Manager is supported by an administrator and statistical experts from the RVC. The entire team, including the laboratory and the FSA, has access to the innovative HallMark Sampling System (HMX), which enables real-time monitoring of project progress. HallMark takes full responsibility for the sample collection process, and the SOT serves as the primary point of contact for FSA Project Officers and other stakeholders. They are responsible for day-to-day sample management and coordination with the logistics department. In addition, HallMark has a central core team that provides support functions such as HR, Finance, IT, supplier contract administration, and high-level management support.

3. STRATEGIES TO PREVENT BUDGET DEVIATIONS

Through planning, financial analysis, and working capital margins, we ensure the project remains within the allocated budget. Contingency plans are in place to address any financial challenges. To ensure budget adherence, HallMark employs thorough planning and detailed financial analysis. All anticipated financial outlays are defined and planned early in the project cycle. The Senior Project Manager works closely with the laboratory and the FSA to establish realistic timescales. The Sampling Project plan, cost, and methodology are authorised by the FSA. Fees are agreed upon with personnel and equipment suppliers before the project commencement. HallMark incorporates working

capital margins to handle unforeseen events, and its financial strength supports the project. Contingency plans are in place to address incidents and ensure effective disaster recovery.

Adjustment of Sample Costs in Financial Proposal

In our financial proposal, we have taken a conservative approach to budgeting to account for variability in retail prices and potential inflation. Key measures include:

- Monitoring and Adjustment: Close monitoring of actual market prices throughout the sampling period, with detailed tracking of purchase costs in the HMX system.
- Invoice Adjustments: Adjusting invoicing to reflect actual costs incurred, ensuring the FSA is billed accurately.
- Transparency and Accountability: Providing the FSA with a detailed breakdown of actual costs, supported by data recorded in HMX and purchase receipts.

This approach aligns with our commitment to delivering the project within the allocated budget while ensuring that the FSA benefits from any cost savings achieved during the project execution.

4. STRATEGIES TO ENSURE ON-TIME DELIVERY

With a sufficient number of nationwide surveyors, contingency time, and a comprehensive project plan, we ensure that project milestones are achieved on time. Additional staff can be easily sourced if needed, and they receive training before the collection period. The project plan includes consideration for holidays and non-project time. Individual sampling schedules can be modified with the approval of the Senior Project Manager. Contingency time has been pre-planned to address any issues. This comprehensive approach allows for early identification of issues during project initiation, meticulous planning and design, and effective execution with appropriate monitoring and control systems.

5. INTERACTION WITH SURVEYORS

Communication and interaction protocols will be clearly explained to the Surveyors by the Project Manager through training events, webinars, and other necessary sessions. The Project Manager ensures that Surveyors understand the instructions and comply with the protocols by conducting written knowledge tests. Performance monitoring is integral to HallMark's approach, as the quality of service directly depends on staff performance. While the HallMark Sampling System monitors the activity of the teams, active teams maintain ongoing contact (via email/phone) with a member of the SOT. Progress reporting, task completion percentage review against the project plan and risk logs, and discussions on de-risking and implementation opportunities are part of the regular communication. Any issues that arise are reported, and actions to resolve them are agreed upon. Quality checks are also incorporated into the process. Surveyors report their mileage, expenses, and time spent on project tasks to the HallMark SOT monthly through the HallMark Sampling System. This information is used by the Central team to track the effort expended against the plan and budget.

6. COMMUNICATION AND INFORMATION SYSTEMS

The HallMark Sampling System (HMX) is a custom-built platform for managing sampling projects, facilitating the entire sampling process and interaction with Surveyors. The system enables Surveyors to access project sampling data, facilitates central coordination of sample assignment and management, allows scheduling of sampling days, provides access to relevant information for sample collection preparation, records communications related to individual samples, notifies the SOT about completed collections or non-collections, and ensures data accuracy and centralised

quality control systems. All HallMark staff members are equipped with mobile phones, laptops, or tablets that include digital cameras, enabling efficient communication and data capture.

7. INTERACTION WITH THE LABORATORY

The SOT maintains regular communication with the laboratory and reports progress to the responsible person. Time is allocated for email and telephone communications. The HallMark Sampling System (HMX) facilitates data transfer and reporting to the laboratory, with real-time tracking of sample data as it is entered into the system. The laboratory can download CSV files containing lists of live sample data.

8. INTERACTION WITH THE FSA

The HallMark SOT manages the single email point of contact, s[redacted] which is dedicated to project-related communications. The Senior Project Manager organises regular project meetings with key personnel, ensures timely achievement of contractual milestones and deliverables, takes remedial action, when necessary, collates and communicates performance and service delivery data, and provides regular progress updates to the FSA. Immediate communication is maintained with the FSA in case of any problems. Meetings with the FSA and the testing laboratory are scheduled just before proposed deliverable dates to ensure efficient coordination.

The nominated FSA Project Officer will receive a short email update around 27th of each month from HallMark. These monthly updates should consist of a few lines on whether the sampling is running to schedule and any risk/issues which could potentially impact the delivery of the project. This information will be used as evidence by the FSA Project Officer to fulfil their own monthly project finance reporting to the FSA's Finance Department and to track that the project is running according to schedule and the funds will be released as expected.

Please note that HallMark will only submit an invoice for completed deliverables once they have received authorisation from the nominated FSA Project Officer.

9. CONTRACT MANAGEMENT MEETINGS

Working closely with the FSA and the laboratories, HallMark recognises the significance of contract management and ensures adequate contingency provision and seamless overall service requirements. The project plan incorporates regular reviews of timetables and progress to monitor and make necessary amendments. Short-term and long-term issues, as well as contingencies, are discussed during review meetings. HallMark has a dedicated contract management team led by the [redacted], and supported by the sampling coordinator, [redacted]. They maintain regular liaison with the FSA and laboratory representatives, ensuring effective communication and collaboration. The entire team, including other Senior Managers, is available for quarterly and annual review meetings, both physical and virtual, and can accommodate more frequent meetings as required.

10. IN-HOUSE AND EXTERNAL PROJECT MANAGEMENT SYSTEM ACCREDITATION

The HallMark SOT has a proven track record in effectively managing FSA Research/Survey projects since November 2013. While we may not possess specific in-house or external project management system accreditations, our experienced team members bring a wealth of knowledge and expertise to the table. Their extensive experience in successfully delivering projects within the FSA's requirements demonstrates their competency in project management.

By working together cohesively, the HallMark SOT ensures efficient communication and streamlined decision-making processes. With fewer communication channels, information flows more concisely, minimising the potential for misunderstandings and ensuring effective project coordination.

While accreditations can provide formal recognition of project management capabilities, our focus has been on building a team of experienced professionals who have consistently delivered projects on time and to the required standards. Our track record speaks to the effectiveness of our in-house project management practices and the expertise of our team members.

While we continue to strive for excellence and explore opportunities for external accreditations, our years of successful project management experience within the FSA Research/Survey domain serve as evidence of our capability to manage projects efficiently and deliver the desired outcomes.

6. RISK MANAGEMENT

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

Identified risk	Likelihood of risk (high, medium, low)	Impact of Risk (high, medium, low)	Risk management strategy
Lack of funds – budget deviation due to upgraded costs. E.g. Estimates that are excessively inaccurate, overlooked staff effort, travel, training and equipment costs, courier cost, sample size, high number of unassayable samples.	Medium	Low	• Mitigated best by thorough planning and detailed analysis of financial bid. Funds for all of the anticipated financial outlays are defined and planned for early in the project planning cycle. • Role of Project manager to fully understand objectives, and establish realistic timescales in consultation with laboratory, FSA, and Project Manager • Preparation of contingency plans. Agree fees with personnel and equipment supplier prior to project commencement. • HallMark have built in financial margins to cope with any unforeseen events
Lack of retailer's support/participation including Covid or any other Restrictions	Low	Low	• Notify the FSA of any issues identified. • Small retailers-Notification leaflet provided after purchase to prevent unsupportive behaviours with small retailers. • Large retailers: notification to headquarters. • Adhere to recommended government Protocols
Misconduct - e.g., Neglecting, not reporting an adverse event in a research experiment, making significant deviations from the research/survey protocol approved, exposing staff to health and safety issues, use unpublished data, methods, or results without permission. Fabricate, falsify, plagiarise or misrepresent data, failing to maintain research/survey data for a reasonable period of time, risks, errors and negligence.	Low	High	• All personnel associated with the project will be competent to perform the technical, scientific and support tasks required of them. • Personnel undergoing training is supervised at a level such that the quality of the results is not compromised by any inexperience of the Surveyor. • All Surveyors will be required to undergo training in Survey Instructions and will need to pass the associated test. • HallMark will use staff who have no record of misconduct or poor performance and are good at following instructions and meeting deadlines

			(right attitude/ behaviour is very important in the selection process) • HallMark is committed to the quality of the project process in addition to the quality of science. HallMark confirms that it is aware of the requirements of the Joint Code of Practice. • The disciplinary procedure is designed to help and encourage all employees to achieve and maintain high standards of conduct, attendance, and job performance. • Health and safety policy and procedures to be adhered to, including signing HallMark's health and safety awareness.
Resource constraints - incorrect estimate of effort and resources, reduction of workforce, large project not staffed appropriately, sickness, absences; several sampling projects running at the same time	Low	Medium	• Extra staff are available for contingency purposes. Identifying the quantity of FTEs required is a very important part of the thorough planning before any work starts, and HallMark will always ensure adequate provision of routine staff resources. • For this project we have identified 16 Surveyors spread nationwide to cover 12 ILT 1 Regions. Each Surveyor will collect samples in 1 or more locations. • If more Surveyors are needed HallMark can easily resource and train additional staff. • Train additional staff prior to collection period and deploy contingency staff if needed. • Holidays and other non-project time incorporated in the planning. • Sampling schedule for the individual can be re-scheduled if approved by Project Manager
Absenteeism - specialist support, consultants, Project Manager or any key personnel of the project team is absent due to other work commitments, sickness, holidays, parental or special leave, death.	Medium	High	• HallMark recognises that availability of specialist support is key to delivering the project outcomes on time. • HallMark will therefore ensure other experts with relevant experience will be available to take over any element of the work should the need arise. • At least two staff within HallMark SOT (Diego and Maria) are sufficiently familiar with the project to ensure the project work can be continued in the absence of one of them. • RVC and HallMark work with a deputy system to safeguard the continuation of the project
Communication issues with participants – data gathering issues	Medium	High	• Drawing up accurate instruction documents and sample labels. • Clear business processes clarify activities and responsibility • Project Plan clarifies activities, deadlines, role of individual

			• Protocols are delivered by senior management through a training event and understanding of team members tested • Use of data collection to support the Surveyors • All Surveyors use phones, email, and computers. • HallMark Sampling System (HMX) • Deploy only Surveyors with excellent interpersonal skills and specifically trained for the sampling project • Surveyors' performance monitoring
Communication issues with FSA (external)	Low	High	• Contract management. • Single point of contact for Design Phase and collection phase (Project manager) • Project Manager to oversee all communications and deliver key messages to the project team. Timely reporting of results. • The Project Manager will report progress to the FSA responsible person. • Time has been allocated for regular meetings and telephone calls. • Our entire team will be available for review meetings (physical and/or virtual) as necessary. • The key areas of interaction will be in the project kick off meetings and then coordinating the interim deliverables and taking feedback and review comments. • The FSA will of course be able to input on the progress of the project. • In addition, it is envisaged that Project Manager will be able to get the FSA's input into the project in terms of lessons learnt in the past
Ethical issues - integrity, quality, consent, confidentiality, anonymity, voluntary participants, avoidance of harm, independent and impartial, bias	Low	High	• There is a written project plan including research/survey design, statistical methods and others, showing that these factors have been addressed. • Project plans will be agreed with FSA • Project start-up workshop (webinar) to align people to the goals and educate them on the challenges. • Samplers will select varieties at their discretion, mirroring typical consumer behaviour and reducing potential sampling bias. • The involvement of Professor Guitian and Dr Chang in designing the sampling plan is also crucial for preventing bias. They will ensure that the sampling strategy is robust and non-biased. If unforeseen circumstances require deviations from the planned approach, they will advise on suitable

			adjustments in consultation with the FSA to maintain the validity of the survey.
Data security issues - confidentiality, integrity and availability of data.	Low	High	• HallMark acknowledges the importance of confidentiality, integrity, and availability of information and consequently on the security of the systems. • The information security systems in place are further described in the Data Protection section. • Training of Surveyors includes data security. • HallMark Sampling System (HMX) is secure. Requires username and password access. • HallMark is Cyber Essentials Plus (Stage 2) accredited
Schedule issues or constraints - failure to deliver project outputs on time, unable to meet deadlines.	Medium	Low	• HallMark has assigned a Project manager the responsibility to manage the project and ensure that the objectives and deliverables will be achieved on time. • Establishment of clear deliverables, work breakdown structures and delivery plans, risk management, quality management and cost management. • All parties involved in this proposal have agreed to the project plan. • The Project manager will report progress to the FSA responsible person.
Surveyor competence issues	Low	High	• HallMark will ensure that all personnel associated with the project will be competent to perform the technical and support tasks required of them, so the quality of the results is not compromised by any inexperience of the individuals. • HallMark has systems in place to ensure competences are checked. • Surveyors will be mainly selected from a group of HallMark existing professionals who are already involved in sampling collection on behalf of the FSA and are regionally based throughout. • Where new staff are to be recruited, HallMark processes all applicants through a well-established recruitment procedure. • There is a training day/workshop (Webinar) event with knowledge test. • The instructions document will be developed, which will be given to each Surveyor, clearly stating the details required. • The result of their test is recorded. The Surveyor must pass the test before they can proceed with sample collection.

Availability of samples - lack of, or samples not collected	Low	High	• HallMark will carry out a central quality control review of sample collection against plan and an on-line review of collection against plan. • When sampling is not possible so that a sample collection fails, i.e., due to insufficient material, the Surveyor is to notify HallMark operations, giving the reasons why the sample cannot be taken and returned to the laboratory. • HallMark will develop a contingency plan in the event of a possible shortfall in sample numbers or damage to samples. • Purchasing/collection will be spread over the required timeframe. • Additional 5% samples contingency is included • If a sample is unavailable in a particular outlet, we will identify an alternative outlet of the same retailer within the same geographical region to ensure that our target of 300 samples is met.
Sampling equipment required for sample collection is not effectively sourced and dispatched to Surveyors on time.	Low	Medium	• Before sampling starts, HallMark operations will provide the relevant Surveyors with the required equipment. • If the sampling equipment required for sample collection is not effectively sourced, an option to avoid delay would be to purchase locally, if available. • HallMark aims to have several approved suppliers of equipment as backup. • Spare kits are maintained in a central office ready to be sent to Surveyors if required
Sample incorrect - incorrectly selected, insufficient material, incorrectly packed or with necessary information missing leading to unassayable sample	Medium	High	• Before sampling starts, HallMark will provide Surveyors with clear instructions to minimise any issues. • Training to be carried out and verified before attempting sampling. • The Project manager to produce aide-memoire to be given to all Surveyors with the packaging material • Laboratory Submission Letter (Log sheet) will be provided for the Surveyor to record details of the collections of the sample and to ensure traceability. • Digital photograph of sampled product will be quality checked to ensure they are of sufficient clarity to allow all on pack information to be read and all recorded information to be checked.

			• Additional 5% contingency is included.
Sample arrives unsuitable for testing - e.g., samples not maintained under the appropriate conditions once collected, resulting in numbers of samples rejected due to high temperatures.	Medium	High	• The Surveyors will be given clear instructions on the handling, packaging and preservation of samples prior to their transportation to the laboratory to ensure the avoidance of cross or other contamination, damage during transport, deterioration of samples of products, loss of unstable contaminants or growth, and/or changes to the micro-organisms present in the sample due to temperature changes. • On purchase, samples will be kept at their appropriate temperature to prevent deterioration and according to the legislative requirement. To transport chilled samples, each day's collection will be sealed into appropriately temperature-controlled boxes. • It is essential that sufficient ice packs and packing are included in the cool box to ensure that chilled foods stay below 8°C. For example, in periods of hot weather extra cool packs are added etc. • During the warmer parts of the year high performance thermal protection is used when shipping microbiological samples. This is pre-qualified to maintain a payload temperature of 2-8C for 36h. • Perishable samples delivered to laboratory with a target of a maximum of 24 hours from sampling. • The sample temperature will be measured on arrival to determine that the samples are at the correct temperature. • If unsuitable for testing, the sample will be discarded and a resample will be requested. • HallMark will confirm with the lab and the FSA which samples were rejected for being outside the correct project parameters and will liaise with the sampler to take an extra sample(s) at the next collection if required. • Samples which arrive in an unassayable condition will be collected from the same route during the following quarter. • Additional 5% contingency is included.
Sample arrives outside of laboratory hours	Medium	Low	• The Surveyors will be given clear instructions about the Laboratory hours. Samples only to be sent Mondays to Wednesday. • Use high performance thermal protection packaging to prevent spoilage.

			• As all sampling will be scheduled, the laboratory will be expecting the delivery and make staff available for the receipt, logging in and correct storage of the samples. • If spoiled, the sample will be discarded and a re-sample will be requested for the following quarter. • Additional 5% contingency is included.
Sample(s) arrive/s with no, or obscure, identification	Medium	Low	• Log sheets will be provided for the Surveyor to record details of the collections of the samples and to ensure traceability. • Digital photograph of sampled product to be taken and should be of sufficient clarity to allow all on-pack information to be read and all recorded information to be checked. • The Surveyor will be contacted, and we will clarify the situation for rectification. • If this is not possible, the sample(s) would have to be discarded and resamples taken.
Issues at the laboratory affecting the sampling plan, e.g., sample(s) are spoiled at the laboratory, lack of space at laboratory to retain samples and packaging after analysis, laboratory full, break down, loss of data.	Low	Low	• Agreed sampling schedule with the lab. • Re-sample will have to be requested as soon as possible. • Planned contingency sampling.
Cross-Contamination of samples during sampling	Low	Medium	• Only pre-packaged and labelled lettuce will be selected, excluding loose and/or cut lettuce. This ensures that samples are untouched and uncontaminated before our handling. • Check the integrity of the packaging. • Prepacked damaged samples will be discarded/rejected. • Each sample will be placed into a separate large grip seal bag, which will be sealed immediately to avoid the risk of cross-contamination until testing can take place. • A single sample from the selected retailer is to be collected and placed into one of the large grip seal bags, sealed and then placed into a second numbered large tamperproof sample bag and sealed. • The samples are to be packed into the chilled Insulated Shipping Box and sent to the selected laboratory for testing. • Each sample will be always kept separate from other samples on the same day of collection.

			• Handling, wrapping and packing of one sample at a time. • Not re-using sampling equipment unless disinfected by the lab (to be agreed with the lab).
Loss of data	Low	High	• There are contingency plans in place in case of power failure or other disruption. • All the data collected will be securely held. • Risk of data loss is minimised through daily and weekly back-up procedures. • Regular updates (frequency as required by FSA) provided to FSA throughout the sampling. • Minimum of weekly CSV reports are generated from the HallMark Sampling System (HMX). • HallMark Sampling System allows for highly efficient data management. There will be a facility for stakeholders to directly and securely access relevant sampling information. This will minimise data management time, significantly reduce the risk of errors and increase data security

7. QUALITY MANAGEMENT

A. QUALITY MANAGEMENT

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

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

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

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

1. OVERVIEW

HallMark acknowledges the significance of quality management and research integrity in ensuring the success of our food sampling services. Our "HallMark Food Sampling Quality and JCoPR Compliance Policy" embodies our dedication to upholding the highest standards in all our operations.

The policy encompasses:

- Commitment to Quality and Research Integrity: We operate in alignment with ISO 9001:2015 and the Joint Code of Practice for Research (JCoPR), ensuring that our practices are not only of the highest quality but also ethically sound and compliant with research integrity standards.
- Scope of Application: Our policy is comprehensive, covering all HallMark employees, our partners, contractors, and every activity we undertake, be it client-facing or internal.
- Benefits of Quality Management: Our quality management process ensures effective leadership, a systematic approach to management, active involvement of our team in decision-making, and a consistent focus on customer satisfaction and continual improvement.
- Policy Statements: HallMark aspires to be the UK's premier provider of Food Sampling Design and Collection services. Our procedures exceed customer requirements and align with JCoPR guidelines. We are dedicated to continuous improvement and actively seek feedback to enhance our services.
- Quality Objectives: Our objectives range from ensuring research integrity to meticulous project planning, rigorous quality assurance, strict adherence to health and safety standards, and comprehensive documentation in line with the JCoPR.
- Roles and Responsibilities: From Senior Management to individual employees, roles and responsibilities are clearly delineated to ensure that quality standards and JCoPR guidelines are upheld at every level of our operations.
- Sampling System: The HallMark Sampling System (HMX) is integral to our operations, enabling real-time monitoring of project progress and facilitating efficient management of sampling projects.

Our approach to quality assurance, combined with our commitment to research integrity, ensures that we consistently meet and exceed the expectations of our clients and stakeholders. The "*HallMark Food Sampling Quality and JCoPR Compliance Policy*" is available in the supporting documents folder for further details.

2. COMPLIANCE WITH THE CODE OF PRACTICE

HallMark fully accepts the Joint Code of Practice and is committed to upholding the quality of the sampling process and the scientific integrity of the project. We confirm our awareness of the requirements of the JCoPR and will make every effort to ensure that all procedures used conform to its standards. The lead principal investigator of the project is responsible for overseeing all work carried out, including work supplied by subcontractors, to ensure compliance with the JCoPR. All staff involved in the project will have defined responsibilities and be aware of their obligations.

The measures that will be taken to manage and assure the quality of work (Survey design, sample collection at retail and dispatch to Laboratory for analysis) include the following:

- 2.1 Responsibilities

HallMark, as the project leader, takes overall responsibility for ensuring the quality of research conducted within the project and compliance with in-house research and management policies. Managers, group leaders, and supervisors play a crucial role in fostering a climate of good practice and developing the technical skills of the team. All personnel associated with the project are expected to be competent in performing their tasks, and personnel undergoing training will receive appropriate supervision to maintain the quality of results. Staff selection is based on qualifications and suitability for the location, complexity, and risk of the sample collection. Surveyors' competence is confirmed through knowledge tests, and certificates of competence are issued upon successful completion.

2.2 Competence

All personnel associated with the project are competent to perform the technical, scientific, and support tasks required of them. Personnel undergoing training will be supervised to a level such that the quality of the results is not compromised by any inexperience of the researcher. Staff selection at HallMark ensures the identification of suitably

qualified individuals based on the location, complexity, and risk associated with the sample collection. In terms of surveyors' competence, their understanding of the Sampling Instructions Document is confirmed through a knowledge test, demonstrating their compliance. Once the test results are verified and passed successfully, surveyors are provided with a certificate of competence.

- 2.3 Project Planning

HallMark places great emphasis on project planning to minimise risks and ensure the timely and budgeted delivery of high-quality results. A risk assessment is conducted to identify key factors that may influence project success, and steps are taken to mitigate these risks. The project plan, developed in collaboration with the FSA, provides a clear framework for the project, including design, statistical methods, and other considerations. Regular reviews of timetables and plans are conducted to monitor progress and make necessary adjustments. Any significant amendments to plans, milestones, or deliverables are recorded and pre-approved by the FSA.

- 2.4 Quality Control

HallMark has implemented robust measurement and assessment systems and procedures to ensure the successful delivery of all project requirements. Specific measures are planned to assure the quality of the project, such as ongoing quality reviews, monitoring through the HallMark Sampling System (HMX), accurate production and checking of result spreadsheets, identification and rectification of sampling errors, and regular review of processes and procedures for continual improvement. Internal project reviews and auditing procedures are also part of our quality control measures.

2.5 Health and Safety

HallMark is committed to complying with all relevant health and safety legislation to ensure the well-being of employees, customers, and the public. We adhere to regulations such as the Health and Safety at Work Act 1974 and the Management of Health and Safety at Work Regulations 1999 and their subsequent amendments.

2.6 Handling of Samples and Materials
Strict procedures are followed to ensure the proper handling of samples and materials. All samples and sampling materials are clearly, accurately, uniquely, and durably labeled. Measures are taken to maintain sample integrity, prevent cross-contamination, and ensure appropriate temperature control. For meat samples, specific protocols are followed to avoid cross-contamination.

2.7. Facilities and Equipment

HallMark provides an appropriate working environment for the safe operation of equipment, maintenance of sample quality and integrity, and good working practices. All equipment used is suitable for the required measurements, regularly calibrated, and in good working condition. Standard operating procedures are in place for critical project equipment, including the HallMark Sampling System (HMX) software.

2.8. Documentation of Procedures and Methods

All procedures and methods used in the project are thoroughly documented, including statistical procedures and the generation of a clear audit trail. Document and version controls ensure traceability of method modifications throughout the development stages.

2.9 Research/Work records

Records of the work performed are maintained to present a complete picture of the research, allowing for repeatability if necessary. HallMark conducts regular reviews of surveyors' records to ensure validity and retains the records in a secure and unmodified form for the agreed duration.

2.10. Field-based Research

For field-based surveys, HallMark ensures compliance with all relevant environmental legislation, where applicable.

HallMark understands that the FSA has the right to inspect our procedures and practices against the requirements of the Joint Code of Practice. We acknowledge that documentary evidence of our working practices may be required, and we are committed to providing access and assistance to auditors appointed by the FSA.

By implementing these measures and adhering to the Joint Code of Practice, HallMark ensures the highest quality standards in the execution of the project, safeguarding the integrity and reliability of the results.

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

- 1. OVERVIEW

A commitment to integrity, independence, impartiality and informed consent, confidentiality and anonymity, voluntary participation, and the avoidance of harm.

- 2.HALLMARK ETHICS STATEMENT

There are many ethical issues to be taken into consideration for research and Surveys. HallMark will not misuse any information or data, and there will be a moral responsibility maintained towards the participants. There is a duty to protect the rights of people in the study, as well as their privacy and sensitivity. The confidentiality of those involved in the observation will be respected, keeping their anonymity and privacy secure. To address this, HallMark will gain ethical approval for the project if required.

- 3.CURRENT ETHICAL COMMITMENTS

HallMark ensures that sampling work will only be conducted by qualified personnel. Furthermore, the nature of HallMark's current business obliges its staff to operate under Codes of Practice and the company Statement of Employment Particulars highlights the following requirements for their employees: data protection (in particular, the 'eight data protection principles' of the Data Protection Act 1998); confidentiality; compliance with Civil Service Code (core values of integrity, honesty, objectivity, and impartiality).

- 4.KEY ETHICAL ISSUES

Sampling design and collection services do not involve human samples; and are not classified as animal research; therefore, there are no ethical specific risks identified in this respect. Sampling design and collection services do however involve personal data handling of participants (i.e., brand owners, retailers) and involvement of participants. The below shall explain how it will be managed.

Given the importance of ethics for the conduct of research and Surveys, HallMark adopts specific codes, rules, and policies relating to it. Surveyors' training includes the following key ethical issues: -

a) Integrity and Quality - HallMark ensures that the project is designed, reviewed, and undertaken to provide integrity and quality. To achieve this, the project is carried out under quality assurance conditions. The written project plan, sampling design and description of statistical methods, show that these factors have been addressed. Sampling plans are agreed with FSA, taking account of the requirements of ethical committees (if required) and the terms of project licences.

b) Informed Consent - when required, HallMark seeks informed consent by ensuring that any potential participant is fully informed of the purpose, methods and intended possible uses of the sampling. For 'Small Retail Outlets', Surveyors will issue a leaflet from the FSA to inform them at the time of purchase that samples have been taken from their establishment for a Survey. HallMark Operations Team will notify large retailer's headquarters, rather than providing a letter to the individual store manager at the time of purchase.

c) Confidentiality and Anonymity - HallMark respects the confidentiality and anonymity of the participants. To guarantee the anonymity and confidentiality that the participants (i.e., brand owners and retailers) are promised when they give informed consent, all HallMark staff abide by the confidentiality clauses of the company and FSA on how to handle confidential information from the commercial and public organisations that they come into contact with during the course of the project. All data collectors will be trained in that respect.

d) Voluntary Participants - HallMark ensures that all participants participate in the study voluntarily and are free from any coercion.

e) Avoid Harm - HallMark ensures the absence of "harm" (physical, emotional, risk to upset, as well as reputational damage) to participants.

f) Independent and Impartial - HallMark is independent of commercial relationships with Laboratories or retailers and will ensure the independence of the project is clear, and any conflicts of interest or partiality avoided. HallMark operates independently and with no conflicts of interest.

C. DATA PROTECTION

Please identify any specific data protection issues for this project and how these will be managed. Please respond to any specific issues raised in the Specification document.
Please note that the successful Applicant will be expected to comply with the Data Protection Act (DPA) 2018 and ensure that any information collected, processed and transferred on behalf of the FSA, will be held and transferred securely.

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

- 1. OVERVIEW

- HallMark acknowledges the critical importance of confidentiality, integrity, and availability of information. Our commitment is to ensure the security of all processing systems and services. HallMark, as the incumbent supplier, already provides secure data transfer systems between Surveyors, HallMark, the Laboratory, and the Authorities through the HMX system. HallMark is registered with the Information Commissioner's Office (ICO) and complies with GDPR regulations.

- 2.SPECIFIC DATA PROTECTION ISSUES FOR THIS PROJECT/RISK ASSESSMENT APPROACH

No specific data protection issues are raised in the specification requirement. HallMark does not anticipate collecting personal data as part of this surveillance project, and the results of the project will not be disseminated. However, we acknowledge that data privacy issues can arise from various sources. If any personal data is collected, the FSA will be the data controller, and HallMark will act as the data processor. HallMark is prepared to conduct a Privacy Impact Assessment (PIA) if required by the FSA. HallMark confirms that we do not have any subcontractors for this project. All data handling, processing, and management will be conducted by HallMark, ensuring full control and compliance with data protection requirements.

HallMark conducts regular risk assessments on information assets and implements appropriate controls to address identified risks. These assessments ensure that potential data protection issues are identified and managed proactively.

- 3. MEASURES IN PLACE

To ensure compliance with GDPR and protect the rights of data subjects, HallMark has implemented the following technical facilities and measures:

- Confidentiality, Integrity, and Availability: Adhering to ISO/IEC 27001:2013 standards to maintain ongoing confidentiality, integrity, availability, and resilience of processing systems and services.
- Data Transfer Restrictions: No transfer of personal data outside the UK.
- Cyber Essentials Plus Certification: External certification against Cyber Essentials Plus to mitigate common internet-based threats.
- Secure Data Transfer: Secure external e-transfer and tracked recorded post for physical paperwork.
- Data Storage and Access Control: Secure storage and controlled access to electronic data, with remote access granted only to authorised personnel using HallMark-approved devices.
- Access Restrictions: Restriction of access to survey details with clear processes for authorised individuals.
- Encryption: Use of TLS 1.2 encryption and AES 256 encryption for document attachments requiring additional security.
- Email Security: Implementation of SPF, DKIM, and DMARC controls to reduce the risk of email address spoofing and spam.
- Training: Provision of correct IT equipment and training to surveyors, including data protection legislation.
- Information Classification and Handling: Classification and handling of information assets according to the HallMark Information Classification and Handling Guide, ensuring secure processing, storage, transmission, and disposal.
- Regular Testing and Evaluation: Regular testing, assessment, and evaluation of all measures.
- Secure Disposal: Adherence to secure storage, handling, use, retention, and disposal principles for disclosures and disclosure information, including immediate secure destruction after the retention period.

- 4.HALLMARK SAMPLING SYSTEM (HMX)- SPECIFIC SECURITY MEASURES

The HallMark Sampling System (HMX) incorporates technology designed for secure information management. Specific security measures include:

- Secure Data Transfers: Data and file transfers using HTTPS (SSL) protocol with encryption.
- User Authentication: User authentication with secure password storage and encryption.
- Access Restrictions: Additional security restrictions for accessing directories and files through Apache's htaccess file system.
- Database Security: Sanitisation process for database queries to prevent SQL injection.
- Server Security: Restricted access to hosting servers and databases, with passwords never shared with external parties.
- Confidentiality Agreements: Non-disclosure agreements with developers to ensure confidentiality.
- Source Code Security: Source code built or vetted by trusted IT suppliers without involving third-party contractors.
- Permissions Management: Relevant permissions set for files and folders to prevent unauthorised access and changes.
- 24/7 Access Control: Remote access and full control of the hosting platform and security patches.
- Data Centre Security: Data centre in the UK with secure power supply, cooling, and network resilience systems.
- System Resilience: Server-grade Linux operating system with stable server software versions and a high-availability cluster of web servers for data interface and real-time database replication.
- Backup Procedures: Hourly database backups, rotation, and off-site storage for data protection.

5. Conclusion:
HallMark is committed to upholding the highest standards of data protection. Our systems and protocols ensure that any data processed on behalf of the FSA is managed securely, in full compliance with the Data Protection Act 2018 and GDPR regulations. Through regular assessments, rigorous security measures, and comprehensive training, we ensure the protection of data throughout the project's lifecycle.

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

Introduction:
HallMark recognises the FSA's dedication to enhancing sustainability throughout its operations. We align our approach with the FSA's vision, emphasising economic, environmental, and social aspects.

HallMark's Sustainability Framework:
Sustainability is integral to HallMark's ethos. We are committed to:

- Environmental Stewardship: Regularly assessing and setting targets to mitigate our environmental footprint.
- Resource Efficiency: Implementing initiatives to reduce energy, water, and other resource consumption.
- Waste Management: Prioritising waste reduction and recycling.
- Employee Engagement: Encouraging team members to champion sustainable practices and providing them with the necessary training and resources.
- Community Engagement: Actively participating in local environmental schemes.

Sustainability-Specifics to this Project

Minimising Travel

HallMark actively monitors company mileage and is looking at ways we can constantly reduce both the time and money staff spend on travelling. We have internal systems in place to check mileage and expense claims monthly. Sampling routes are worked out carefully to minimise travel. All our surveyors are chosen based on the location (nearest to the selected sampling area) to minimise travelling. Where possible we would combine projects to minimise the travelling.

Sustainable Meeting Practices:

- Public transport (train/bus/metro) is our first choice of travel.
- Prior to attending meetings, we establish car share arrangements and encourage travel by public transport.
- Consideration is given to the impact of meetings, and we often hold teleconferences instead.

Leveraging Technology

- We have a robust internal communication system that reduces the need to make unnecessary journeys. This includes email, shareware, telephone and holding webinars.
- Training webinars are delivered to surveyors across the UK.
- Any company-wide information is posted on the home page of SharePoint, which is immediately available to all employees.
- Our innovative IT tool: HMX, manages inspection projects that enable the management of the process and increasing efficiency.
- We deliver online training to field staff through our online platform which includes innovative eLearning experiences. This technology gives us the ability to record training sessions and upload them.

Recycling Equipment

It is our policy to recycle equipment whenever possible. The central Support Department coordinates this process to ensure that; 1, equipment is not requested unnecessarily and 2, all equipment is recycled where possible. We control the stock to avoid purchasing more equipment than is required for successful contract delivery. In the sampling department, we prevent waste creation by precisely calculating the packing equipment needs of each surveyor before the sampling round. This prevents surplus equipment being sent and the possibility of waste. Except for disposable equipment, we maximise our efforts to recycle equipment from leavers returning their used items.

Share cost and Resources with Laboratories and FSA

We are flexible and could easily adopt our project by sharing resources and costs with laboratories and FSA where possible. For example, the labs may have exiting systems and couriers in place and or spare sampling equipment from other projects. Where further surveillance work is to be commissioned, HallMark would work with the FSA to explore/implement combined project delivery options.

Sustainability Training

HallMark raises staff awareness about Sustainability issues and our environmental guidelines in formal and informal ways. Promotion of green housekeeping and improving environmental awareness amongst staff is done via seminars, workshops, conferences and via our on-line KeySkill mandatory training materials. Also, sustainability is on the agenda at team meetings. Staff are required to view all information sections contained in the HallMark Sustainability Course on our KeySkill e-learning platform. Course completions are monitored by managers and re-enforced if necessary. Sections are available for all staff to download and reference.

We appreciate that environmental awareness is a constantly evolving topic. Therefore, we regularly bring up sustainability issues in team meetings and use the more informal setting of incidental conversations to reinforce the sustainability messages we wish to convey.

Sustainability Policy:

HallMark also has a Sustainability Policy, which outlines the organisation's ethos and direction on its contribution to developing a sustainable future. We have uploaded "*HallMark's Sustainability Policy Version 7, Issue Date: 19/07/2023"* in the supporting documents section.

Conclusion:
HallMark is committed to sustainability and looks forward to continuing collaborating with the FSA to further this shared vision.

E. DISSEMINATION AND EXPLOITATION

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

The applicant should describe plans for the dissemination of the results for the project team as a whole and for individual participants. Details should include anticipated numbers of publications in refereed journals, articles in trade journals etc., presentations or demonstrations to the scientific community, trade organisations and internal reports or publications. Plans to make any information and/or reports available on the internet with the FSA's permission are also useful, however, this does not remove the requirement for Tenderers to think how best to target the output to relevant groups.
If a final report is part of the requirement, please make sure, as part of the executive summary, that aims and results are clear to the general audience and that the impact of the research on public health/consumers and 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.

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 and Exploitation Plan

Introduction:
HallMark acknowledges the significance of disseminating research outcomes. For this project, our primary role is data collection, and we believe the onus of dissemination primarily rests with the FSA and the analytical laboratory.

Communication Strategy:
While we don't intend to independently disseminate findings, HallMark is committed to delivering comprehensive reports to the FSA, detailing the data amassed during the sampling project. Our communication focus is to establish cost-effective channels ensuring seamless interaction between the FSA, the laboratory, and ourselves.

Collaborative Dissemination:
HallMark is amenable to collaborating with the FSA on a tailored Communication Plan if deemed necessary. We stand ready to partner with the FSA, the scientific community, trade bodies, and other pertinent entities in any dissemination endeavours. This could encompass integrating facets of the sample collection process into the FSA's dissemination initiatives.

Support and Policy Development:

Beyond data collection, we're poised to offer support to the FSA, associated laboratories, and policymakers. This includes sharing non-confidential project management practices, aiding in process enhancements, and actively engaging in policy formulation.

Intellectual Property (IP):
We don't foresee the generation of any IP within this project's purview. Any confidential data arising from the project will remain untouched by HallMark without the FSA's explicit consent. Our agreement with the RVC clearly stipulates that no public announcements related to this agreement can be made without our prior written approval. We pledge to maintain all service-related information for disclosure and will grant the FSA access to such records upon request.

Conclusion:
HallMark is committed to ensuring the project's success and is open to any collaborative efforts that enhance the value and impact of the research for the benefit of public health and in alignment with FSA's objectives.

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

IX. [Annex 5 – IPR Clauses]

Part A Buyer ownership with limited Supplier rights to exploit New IPR for the purposes of the current Contract

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, sub-licensable worldwide licence to use, copy and adapt the Supplier's Existing IPR to enable the Buyer and its sub-licensees to both:

10.1.1 receive and use the Deliverables; and

10.1.2 use the New IPR.

The termination or expiry of the Contract does not terminate any licence granted under this clause 10.1.

10.2 Any New IPR created under the Contract is owned by the Buyer. The Buyer gives the Supplier a royalty-free, non-exclusive, non-transferable licence to use, copy and adapt any Existing IPRs and the New IPR for the purpose of fulfilling its obligations during the Term. This licence is sub-licensable to a Subcontractor for the purpose of enabling the Supplier to fulfil its obligations under the Contract, and in that case the Subcontractor must enter into a confidentiality undertaking with the Supplier on the same terms as set out in clause 15 (What you must keep confidential).

10.3 Unless otherwise agreed in writing, the Supplier and the Buyer will record any New IPR and keep this record updated throughout the Term.

10.4 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.

10.5 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.

10.6 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.

10.7 If an IPR Claim is made or anticipated the Supplier must at its own option and expense, either:

10.7.1 obtain for the Buyer the rights in clause 10.1 without infringing any third party intellectual property rights; and

10.7.2 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.

10.8 If the Supplier is not able to resolve the IPR Claim to the Buyer's reasonable satisfaction within a reasonable time, the Buyer may give written notice that it terminates the Contract from the date set out in the notice, or where no date is given in the notice, the date of the notice. On termination, the consequences of termination in clause 11.5.1 shall apply.

10.9 The Supplier shall not use in the Delivery of the Deliverables any Third Party IPR unless:

10.9.1 the Buyer gives its approval to do so; and

10.9.2 one of the following conditions applies:

10.9.2.1 the owner or an authorised licensor of the relevant Third Party IPR has granted the Buyer a direct licence that provides the Buyer with the rights in clause 10.1; or

10.9.2.2 if the Supplier cannot, after commercially reasonable endeavours, obtain for the Buyer a direct licence to the Third Party IPR as set out in clause 10.9.2.1:

(a) the Supplier provides the Buyer with details of the licence terms it can obtain and the identity of those licensors;

(b) the Buyer agrees to those licence terms; and

(c) the owner or authorised licensor of the Third Party IPR grants a direct licence to the Buyer on those terms; or

10.9.2.3 the Buyer approves in writing, with reference to the acts authorised and the specific intellectual property rights involved.

10.10 In spite of any other provisions of the Contract and for the avoidance of doubt, award of this Contract by the Buyer and the ordering of any Deliverable under it, does not constitute an authorisation by the Crown under Sections 55 and 56 of the Patents Act 1977, Section 12 of the Registered Designs Act 1949 or Sections 240 – 243 of the Copyright, Designs and Patents Act 1988.

10.11 Subject to clause 10.10, the Supplier agrees that the Buyer may at its sole discretion publish under Open Licence all or part of the New IPR Items and the Supplier warrants that the New IPR Items are suitable for release under Open Licence and that the publication of the New IPR Items under Open Licence will not infringe the rights of any third party and will not harm any Third Party or the Buyer.

10.12 The Supplier will supply any or all New IPR Items in a format suitable for publication under Open Licence ("**the Open Licence Publication Material**") within 30 days of written request from the Buyer ("**Buyer Open Licence Request**"). Where any Supplier Existing IPR is included in the Open Licence Publication Material, this will become Open Licence material.

10.13 The Supplier may within 15 days of a Buyer Open Licence Request under clause 10.12, request in writing that the Buyer excludes all or part of:

10.13.1 the New IPR; or

10.13.2 Supplier Existing IPR or Third Party IPR that would otherwise be included in the Open Licence Publication Material supplied to the Buyer pursuant to clause 10.12

from Open Licence publication.

10.14 Any decision to approve any such request from the Supplier pursuant to clause 10.13 shall be at the Buyer's sole discretion, not to be unreasonably withheld, delayed or conditioned.

10.15 Subject to clause 12, the Buyer will not be liable in the event that any Supplier Existing IPR or Third Party IPR is included in the Open Licence Publication Material published by the Buyer.