

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Attn: [REDACTED]

By email to: [REDACTED]

Date: 11/05/2022

Our ref: FS431091

Dear [REDACTED]

Supply of School Food Standards Assurance – Discovery Research

Following your tender/ proposal for the supply of School Food Standards Assurance – Discovery Research to Food Standards Agency, we are pleased confirm our intention to award this contract to you.

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

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

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

Yours faithfully,

[REDACTED]

Commercial Category Manager

Order Form

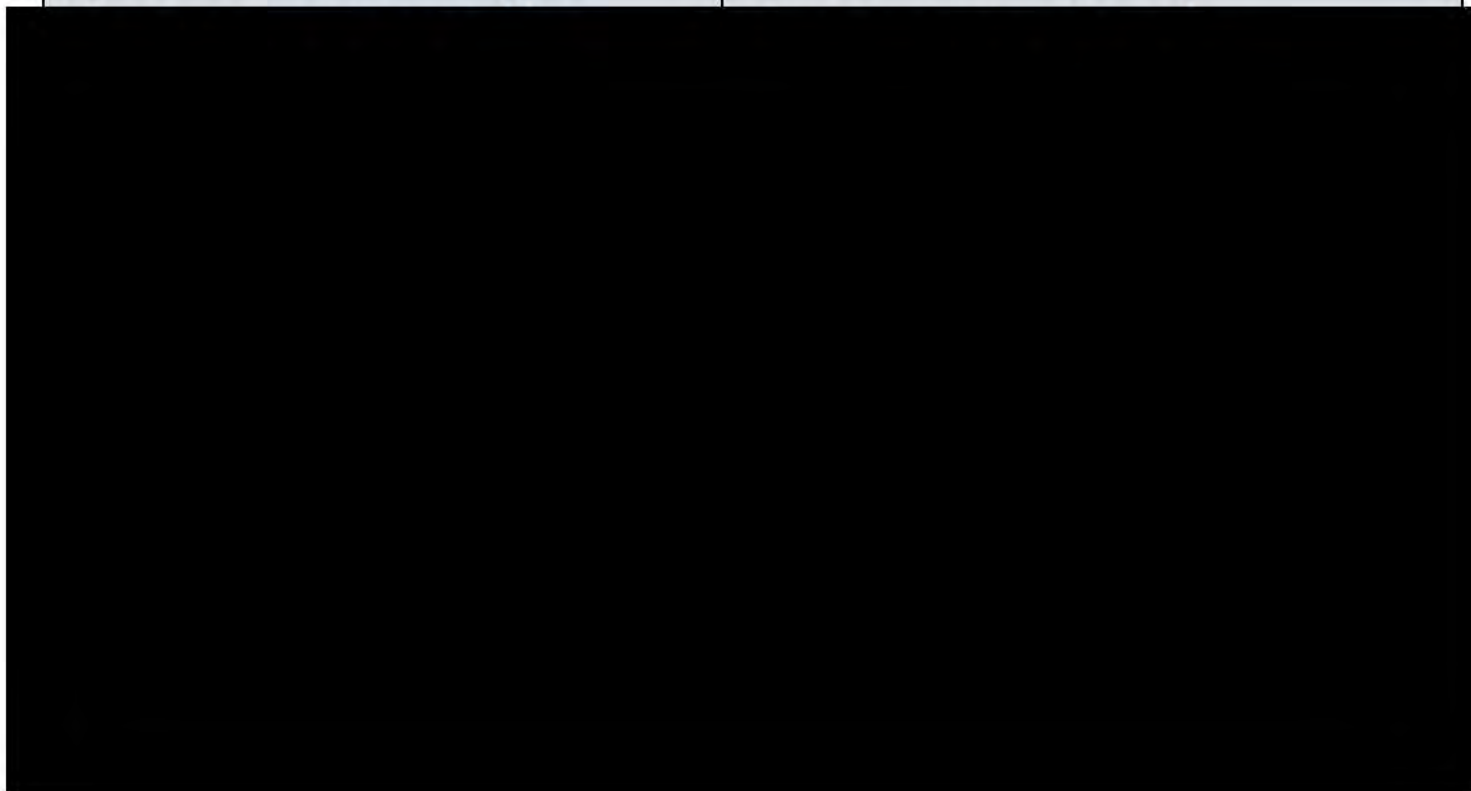
1. Contract Reference	FS431091	
2. Date	13/05/2022	
3. Buyer	Food Standards Agency [REDACTED] [REDACTED] [REDACTED] [REDACTED]	
4. Supplier	Kantar Public [REDACTED] [REDACTED] [REDACTED]	
5. The Contract	<p>The Supplier shall supply the deliverables described below on the terms set out in this Order Form and the attached contract conditions ("Conditions") and any Annexes.</p> <p>Unless the context otherwise requires, capitalised expressions used in this Order Form have the same meanings as in Conditions.</p> <p>In the event of any conflict between this Order Form and the Conditions, this Order Form shall prevail.</p> <p>Please do not attach any Supplier terms and conditions to this Order Form as they will not be accepted by the Buyer and may delay conclusion of the Contract.</p>	
6. Deliverables	Goods	None

	<p>Services</p> <p>See Annex 3 – Technical Proposal</p> <p>To be performed at <i>the Supplier's premises</i></p>
7. Specification	The specification of the Deliverables is as set out in Annex 2 .
8. Term	<p>The Term shall commence on 16th May 2022</p> <p>and the Expiry Date shall be 30th September 2022 unless it is otherwise extended or terminated in accordance with the terms and conditions of the Contract.</p> <p>The Buyer may extend the Contract for a period of up to [3 months] by giving not less than 10 Working Days' notice in writing to the Supplier prior to the Expiry Date. The terms and conditions of the Contract shall apply throughout any such extended period.</p>
9. Charges	The Charges for the Deliverables shall be as set out in Annex 4 .
10. Payment	<p>All invoices must be sent, quoting a valid purchase order number (PO Number), to: <div style="background-color: black; height: 1.2em; width: 200px; margin: 5px 0;"></div> </p> <p>Within 10 Working Days of receipt of your countersigned copy of this letter, we will send you a unique PO Number. You must be in receipt of a valid PO Number before submitting an invoice.</p> <p>To avoid delay in payment it is important that the invoice is compliant and that it includes a valid PO Number, PO Number item number (if applicable) and the details (name and telephone number) of your Buyer contact (i.e. Contract Manager). Non-compliant invoices will be sent back to you, which may lead to a delay in payment.</p>

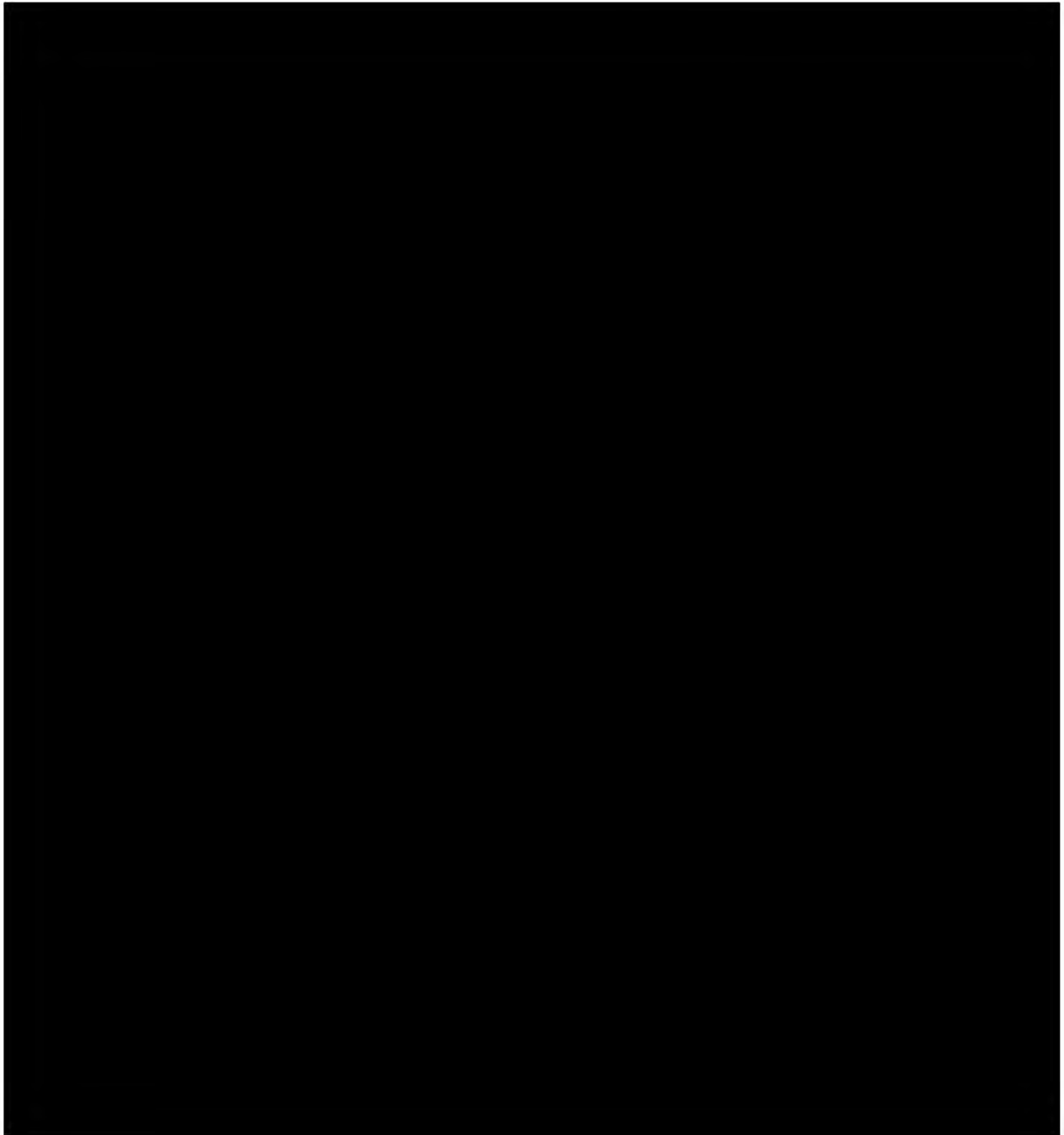
11. Buyer Authorised Representative(s))	For general liaison your contact will continue to be <div style="background-color: black; height: 1.2em; width: 340px;"></div> or, in their absence, <div style="background-color: black; height: 1.2em; width: 370px;"></div>
12. Address notices for	Buyer: FSA Commercial <div style="background-color: black; height: 1.2em; width: 100px;"></div> <div style="background-color: black; height: 1.2em; width: 150px;"></div> <div style="background-color: black; height: 1.2em; width: 40px;"></div> <div style="background-color: black; height: 1.2em; width: 75px;"></div> Supplier: Kantar Public <div style="background-color: black; height: 1.2em; width: 85px;"></div> <div style="background-color: black; height: 1.2em; width: 65px;"></div> <div style="background-color: black; height: 1.2em; width: 90px;"></div>
13. Key Personnel	<div style="background-color: black; height: 1.2em; width: 240px;"></div> <div style="background-color: black; height: 1.2em; width: 205px;"></div> <div style="background-color: black; height: 1.2em; width: 285px;"></div> <div style="background-color: black; height: 1.2em; width: 355px;"></div> <div style="background-color: black; height: 1.2em; width: 305px;"></div> <div style="background-color: black; height: 1.2em; width: 325px;"></div> <div style="background-color: black; height: 1.2em; width: 365px;"></div> <div style="background-color: black; height: 1.2em; width: 390px;"></div>
14. Procedures and Policies	<p>The Buyer may require the Supplier to ensure that any person employed in the delivery of the Deliverables has undertaken a Disclosure and Barring Service check.</p> <p>The Supplier shall ensure that no person who discloses that he/she has a conviction that is relevant to the nature of the Contract, relevant to the work of the Buyer, or is of a type otherwise advised by the Buyer (each such conviction a "Relevant Conviction"), or is found by the Supplier to have a Relevant Conviction (whether as a result of a police check, a Disclosure and Barring Service check or otherwise) is employed or engaged in the provision of any part of the Deliverables.</p>

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

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



Annex 1 – Authorised Processing Template



Annex 2 - Specification

THE SPECIFICATION, INCLUDING PROJECT TIMETABLE AND EVALUATION OF TENDERS

GENERAL INTRODUCTION

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

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

The work to be undertaken will be a discovery phase ahead of a pilot taking place from September 2022. This discovery phase will contribute towards the design of a pilot that was announced in the [Levelling up in the United Kingdom White Paper](#) (pp. 204-205) which will test how to better ensure that school children have access to healthy and nutritious food.

The FSA's work on the School Food Standards (SFS) is part of the FSA Strategy Unit's programme of work, helping to build greater collaboration across Government to tackle major issues within the food

system – seeing where the FSA can draw on its experience and expertise to the benefit of UK consumers.

A. THE SPECIFICATION

Background

The [School Food Standards](#) (SFS), set out in regulations, apply to all maintained primary and secondary schools and academies in England that were founded before 2010 and after June 2014.

The SFS set out, for certain types of food, the frequency with which they must, or must not, be provided for school lunch and what food and drink can be provided other than at lunch. The vast majority of the standards are about menu choices and the frequency with which certain items are served, but there are also some standards relating to the composition and quality of some foods (e.g. meat products).

There is little known evidence to show the extent to which schools comply with the SFS. Anecdotal evidence suggests there are largely no checks for schools or caterers in England, other than any oversight by schools and caterers themselves, and formal feedback loops are rarely used (e.g. complaints from the public).

The FSA is launching a joint project with the Department for Education (DfE), with input from the Office for Health Improvement and Disparities (OHID), to design and test a new approach for local authorities in assuring and supporting compliance with the SFS. A pilot will be used to test the hypothesis that by asking questions or making observations related to the SFS during food hygiene or standards inspections, Environmental Health Officers (EHOs) or Trading Standards Officers (TSOs), who carry out these inspections, may be able to identify potential non-compliance with the SFS. Where instances of non-compliance have been raised, the pilot will investigate whether local authorities are able to instigate an intervention. We will explore the role that local public health teams (and their nutritionists) may play in these interventions.

By increasing the levels of assurance of the SFS we hope to see greater levels of compliance, and ultimately school children having access to healthier and more nutritious food. However, this pilot will test the feasibility of the approach outlined above and will not be measuring its impact on uptake of healthier and more nutritious food by school children – this will be considered following the pilot. It is also important to note that this pilot is not a silver bullet for the issue of increasing school children's access to healthy and nutritious food, and this work needs to be considered in conjunction with other approaches that DfE – who hold the policy responsibility for school food in England – will implement.

To help design the SFS pilot – which will launch in September 2022 across 12 to 15 local authorities in England – the SFS Working Group (comprised of DfE policy, FSA strategy and OHID) has determined the need for a preliminary discovery phase. This initial discovery phase will end a month before the beginning of the pilot. Given that institutional approaches to SFS assurance vary across different local authorities, as well as between TSOs and EHOs, and the provision of school food is so complex (where contracting arrangements for schools may be with local authorities, private contractors, or the school procures food directly), it is important to understand the diverse landscape in which the pilot will operate, the actors involved and how they interrelate with one another. It is also necessary to identify where there is common “pain points” regarding application of the SFS, across different local authorities and school settings (primary schools, secondary schools and academies), to help identify the common list of

questions that EHOs/TSOs will be expected to ask – or observations made – as outlined above. This research will form a set of recommendations for the format of the pilot. The discovery phase will run from May through to August and will require a team with nutrition and research expertise to carry this work out and provide a report of their findings in September for the SFS Working Group to consider ahead of launching the pilot.

The Specification

Overview

Starting in May 2022, we would like to commission a lead contractor, with expertise in nutrition or a similar/related discipline, and a team (within a related or research/consultancy field) for delivery by August 2022, to carry out research that will underpin the discovery phase of the School Food Standards project. The lead researcher would be expected to recruit and manage the team ready for the start of the discovery phase in mid-May. Between August and September, the team will provide a supporting role in designing the pilot.

The lead contractor and team could be from a Higher Education institution, research organisation or consultancy, with the expectation that the team have the appropriate skills and expertise to conduct the discovery phase.

Details

The contractor will be required to present a plan for gathering and presenting evidence as part of the discovery phase outlined above. It is expected that most of the evidence can be collected through qualitative research methods, such as interviews and surveys, but the work should include the following specific elements:

- The research team should speak to all local authorities involved in the pilot (expected to be between 12 to 15 authorities) to:
 - understand how each local authority is structured to deal with the procurement of food in schools (e.g. through the contractual arrangements of the provision of food in schools and how the authority may engage with schools and caterers on school food);
 - understand the frequency of inspections of schools and how they are targeted by EHOs and TSOs, how inspections are conducted and who is engaged with at a school;
 - understand what historical, current or future activity the local authority has taken, or plans to take, to deal specifically with SFS;
 - identify all the actors within a given local authority that are currently involved in the assurance of SFS;
 - understand the extent to which environmental health and trading standards teams could play a “red flag waving” role as outlined in the background text above; and

- assess what interventions local authorities have taken, or plan to take, with schools and caterers where difference instances of non-compliance against the SFS has been identified, and which actors have/will take them.
- Specifically, the contractor and research team will be required to:
 - Identify aspects of the SFS that can be assessed by EHOs through asking questions and making observations during their inspections. Such aspects must be able to be assessed across all local authorities in the pilot.
 - Draft questions or observations to note based on the aspects of the SFS to be assessed for EHOs to use. These questions/observations should be tested and iterated accordingly before the pilot begins. Such questions and observations must not place a burden on EHOs/TSOs (e.g. no formal training required or added resources).
 - Identify actors within the local authority landscape that could help to assure compliance with the SFS; and
 - Identify interventions that could be used to take corrective action where non-compliance is found.
- While working with and gathering data from local authorities will constitute the majority of engagement for the research team, there should be scope to gather insight from other actors within the system. This should include:
 - A small sample of schools within the catchment area of the local authorities involved in the pilot. This will enable us to better understand the provision of SFS across primary, secondary and academy schools, and where there might be different contractual arrangements for the provision of school food; and
 - The School Food Standards Pilot Advisory Board – which will meet every couple of months – to allow the contractor to provide updates, but also gather insight from the expert stakeholders (e.g. NGOs, headteachers and caterers) involved.
- The contractor should aim to be an ongoing participant (via written updates or in-person (virtual) attendance) of the School Food Standards Pilot Working Group – which has SROs and project/research leads from the FSA, DfE and OHID – for the length of the contract, in order to best inform the Working Group’s design of the pilot. The Working Group will meet every couple of weeks.
- The contractor should be in touch with the FSA project manager every two weeks to update on progress.

The FSA will be considering best value for money (VFM) in the approach suggested by tenderers. 20 per cent of the overall evaluation will take VFM into account.

Outcomes

It is anticipated that the following will be delivered to the FSA as part of this work:

- A report outlining the findings – including suggested questions and observations to be made by EHOs as part of the pilot, and suggested roles that local authority actors can play in any subsequent intervention – due by the end of August, which will feed into the appropriate design of the SFS pilot; and
- Ongoing updates to the Working Group and Advisory Board by the contractor, as well as a final presentation of the findings – in the first half of September – by the contractor to the Working Group.

Openness:

FSA has values and specific policy on being open and transparent, which includes publishing the full dataset of its research and surveillance studies. Both the lead contractor and their sub-contractors must agree to this openness policy. Any potential issues with this should be highlighted within the proposals.

General Data Protection Regulation (GDPR):

Tenderers should also note that the EU's General Data Protection Regulation (GDPR) was introduced in the UK from the 25th of May 2018. Tenderers are therefore asked to consider what additional measures may need to be taken in order to comply with the new regulatory regime for data protection and to include in their proposals an explanation of how they intend to implement these measures.

In particular, the processor (the lead contractor) must:

- process the personal data only on the documented instructions of the Controller (the FSA);
- comply with security obligations equivalent to those imposed on the Controller (implementing a level of security for the personal data appropriate to the risk);
- ensure that persons authorised to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;
- only appoint Sub-processors (any sub-contractors) with the Controller's prior specific or general written authorisation, and impose the same minimum terms imposed on it on the Sub-processor; and the original Processor will remain liable to the Controller for the Sub-processor's compliance. The Sub-processor must provide sufficient guarantees to implement appropriate technical and organisational measures to demonstrate compliance. In the case of general written authorisation, Processors must inform Controllers of intended changes in their Sub-processor arrangements;
- make available to the Controller all information necessary to demonstrate compliance with the obligations laid down in Article 28 GDPR and allow for and contribute to audits, including inspections, conducted by the Controller or another auditor mandated by the Controller - and the Processor shall

immediately inform the controller if, in its opinion, an instruction infringes GDPR or other EU or member state data protection provisions;


- assist the Controller in carrying out its obligations with regard to requests by data subjects to exercise their rights under chapter III of the GDPR, noting different rights may apply depending on the specific legal basis for the processing activity (and should be clarified by the Controller up-front);
- assist the Controller in ensuring compliance with the obligations to implementing a level of security for the personal data appropriate to the risk, taking into account the nature of processing and the information available to the Processor;
- assist the Controller in ensuring compliance with the obligations to carry out Data Protection Impact Assessments, taking into account the nature of processing and the information available to the Processor; and
- notify the Controller without undue delay after becoming aware of a personal data breach.

At this moment in time, the FSA does

not envisage the need to collect any

personal data as part of this study.

Annex 3 – Technical Proposal

TENDER APPLICATION FORM FOR A PROJECT WITH THE FOOD STANDARDS AGENCY				 Food Standards Agency food.gov.uk	
<ul style="list-style-type: none"> • APPLICANTS SHOULD COMPLETE EACH PART OF THIS APPLICATION AS FULLY AND AS CLEARLY AS POSSIBLE • BRIEF INSTRUCTIONS ARE GIVEN IN THE GREY BOXES AT THE START OF EACH SECTION. • PLEASE SUBMIT THE APPLICATION THROUGH THE AGENCY'S ESOURCING PORTAL (BRAVO) BY THE DEADLINE SET IN THE INVITATION TO TENDER DOCUMENT. 					
LEAD APPLICANT'S DETAILS					
Surname		First Name		Initial	N
Organisation	Kantar Public	Department	Behavioural Practice		
Street Address					
Town/City		Country	UK	Postcode	
Telephone No		E-mail Address			
Is your organisation is a small and medium enterprise.		Yes		No	X
TENDER SUMMARY					
TENDER TITLE					
School Food Standards assurance – discovery research					
TENDER REFERENCE	FS				
PROPOSED START DATE	[16/05/2022]	PROPOSED END DATE	16/09/2022		

1: TENDER SUMMARY AND OBJECTIVES

A. TENDER SUMMARY

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

From September 2022, the Food Standards Agency (FSA) and Department for Education (DfE) will be piloting a new approach to assessing and supporting schools' compliance with the School Food Standards (SFS). The pilot will test whether Environmental Health Officers (EHOs) and Trading Standards Officers (TSOs) can ask questions and make observations that will identify instances of potential non-compliance with the SFS during the health and standards inspections that they already conduct in schools and academies.

The FSA and DfE, working with the Office for Health Improvement and Disparities (OHID), intends to commission a pre-pilot discovery study to examine how local authorities (LAs) and schools/academies handle the SFS, and to recommend questions/observations. Kantar Public's Behavioural Practice, in partnership with [REDACTED] of the University of Leeds, is pleased to submit this proposal, which offers the following benefits:

- Expert knowledge of school food environments and child and adolescent nutrition
- A highly experienced qualitative team with a strong track record in engaging local authorities and other organisations in fieldwork to examine practices and compliance with regulations
- Significant experience of working with the FSA and DfE, and close connections to OHID

Our team structure and wider capabilities mean our partnership already has a fully established and highly reputable qualitative research team in place; is able to contract and start quickly to keep to a tight timeline; can focus its expert resources on advice and expertise at all critical points in the project process; and can provide confidence in project management and delivery.

Our proposal outlines two costed sample options:

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

We also suggest establishing a project steering group for an independent perspective, and accompanied EHO/TSO inspections to allow for observation.

We expect to work closely with you, with clear processes for project management and quality assurance, and frequent interaction with the Advisory Board. This will ensure that:

- The questions and observations we recommend target reliable markers of non-compliance, minimise burden, and avoid unintended consequences
- The project is completed within its tight timelines
- We deliver wider insights and evidence of the ways in which LAs and schools/academies engage with and implement the SFS, and opportunities for assessing quality and compliance

We would welcome the opportunity to work with you on this important study.

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.

OBJECTIVE NUMBER	OBJECTIVE DESCRIPTION
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Our proposed approach has been designed to address the following six objectives, which capture our understanding of your needs from this project:

1	Understand how each of the pilot local authorities handles the procurement of food in schools; what activities local authorities have taken or plan to take to deal with SFS; and the actors within each local authority who are currently involved assuring implementation of the SFS
2	Explore interventions that local authorities have taken or plan to take with schools and caterers where non-compliance with the SFS has been identified, and which actors have/will take them
3	Understand the frequency of EHO and TSO inspections of schools and what these currently involve; and the extent to which EH and TS teams could incorporate into existing routines questions and observations that might identify non-compliance or poor implementation
4	Identify common markers of non-compliance with or poor implementation of the SFS that can be identified through a consistent set of questions and observations that EHOs and TSO can ask/make during their inspections
5	Develop draft questions or observations for EHOs and TSOs to use; user-test these recommendations and iterate to finalise them before the pilot begins.
6	Identify actors within the local authority landscape that could help to assure compliance with the SFS; and interventions that could be used to address non-compliance
7	Finalise reporting on practice within the pilot local authorities, recommended questions and observations, and other opportunities for intervening, before the Pilot launches in September 2022

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..

Your requirements

The presence of School Food Standards (SFS) is intended to help children and young people at schools in England to eat a nutritious diet and to develop healthy eating habits. The food-based standards firstly specify how often portions of healthy food groups should be served within each day and/or week/3 weeks and secondly which foods and drinks are required to be restricted. Detailed [guidance](#) is available for schools and caterers on how this can be achieved. The SFS were introduced in their current form in 2015, following the recommendations of the 2013 School Food Plan (<http://www.schoolfoodplan.com/>) that the original Standards of 2009 should be updated. The SFS are currently mandatory for maintained and free schools, and academies that became academies from June 2014.

In April 2021 the Minister Vicky Ford confirmed in response to a Parliamentary Question about plans relating to the Standards that, given the disruption imposed by Covid-19, “the top priority should be to ensure that schools comply with the current standards fully” rather than seeking to develop them further. She also noted that she had written “to all schools to remind them of their obligations under the standards and encouraging the provision of hot meals where possible”.¹ However, there is little evidence available on levels of compliance with the SFS, nor on the way they are implemented, which may vary across different types of school and different school meal procurement arrangements.

More recently the February 2022 White Paper, ‘Levelling Up the United Kingdom’, stated that the Department for Education (DfE) and the Food Standards Agency (FSA) would develop a new approach to assessing and supporting compliance with the SFS, and pilot this approach from September 2022. The pilot that is planned will test whether it is possible for Environmental Health Officers (EHOs) and Trading Standards Officers (TSOs) to ask questions and make observations that will identify instances of potential non-compliance with the SFS during the health and standards inspections that they already conduct in schools and academies.

Making such an approach effective and efficient (avoiding disproportionate burden on EHOs and TSOs) will require a concise list of relevant questions and observations that can be applied consistently across different school settings. However, this is complicated by the fact that arrangements for procuring and providing food vary greatly, as do individual relationships and institutional responsibilities in different types of local authority. The FSA and DfE, working with the Office for Health Improvement and Disparities (OHID), therefore intends to commission a pre-pilot discovery study with two overarching aims:

- To provide a detailed view of the way in which each of the local authorities that will be involved in the pilot handles the SFS – including the ways in which food in schools is procured, the frequency and nature of school inspections by EHOs and TSOs, policies and plans in place relating to the SFS, and the actors involved
- To identify aspects of the SFS that could be assessed through a common set of questions and observations that may be applied across a range of school and local authority settings; and to identify actors who could support compliance and interventions that could be applied to address non-compliance where this is identified

By answering these main questions, the discovery study will assist the SFS Working Group (comprising representation from the FSA, DfE and OHID) in designing the most effective and efficient set of questions and observations for piloting from September. The FSA is looking to contract an expert in child nutrition who can work with a research team to deliver this study and make suitable recommendations.

Proposed team structure and advantages

¹ <https://questions-statements.parliament.uk/written-questions/detail/2021-04-26/914739>

Our proposed partnership between [REDACTED] and Kantar Public's Behavioural Practice is ideally placed to conduct this discovery research and provide you with well-evidenced recommendations that can inform the pilot design.

[REDACTED] is an associate professor in nutritional epidemiology and public health nutrition in the School of Food Science and Nutrition at the University of Leeds. She has carried out research into school food since 2006 and has led a number of projects designing and evaluating school-based interventions to improve diet quality in children and young people. Her experience includes the design and validation of assessment tools to enable simple measurement of complex aspects of the food environment such as the quality of online nutritional information as well as diet quality. [REDACTED] will advise on the design of interview questions, guidance needed for comprehensive coverage of relevant topics and additional research materials to ensure the interviews capture all the key information which can lead to the identification of SFS compliance issues. She will also contribute to analysis and synthesis of the interview data and development of recommendations for the planned pilot.

The Behavioural Practice has a strong track record of conducting qualitative research within local authorities and other public-service organisations, to understand dynamics, responsibilities and the institutional and personal influences on staff behaviours, and to identify opportunities for intervening to affect those behaviours and improve outcomes. Our team of expert qualitative researchers has conducted projects examining staff behaviours within institutions and partnerships across a wide range of contexts, including local authorities, such as:

- safeguarding children (examining practice in local authority multi-agency safeguarding hubs, for DfE, the Home Office and DHSC)
- self-isolation during the Covid-19 pandemic (evaluating pilot projects delivered in Lancashire local authorities to support young people and families to self-isolate, for the UK Health and Security Agency)
- the waste and recycling industry (involving an exploration of practice within, and relationships between, local authorities, private operators and industry bodies, for the Health and Safety Executive)
- training and development (including investigations of the factors affecting the offer of training to low-skilled workers for the Social Mobility Commission, and flexible working arrangements to staff for BEIS).

We have a proven ability to identify and recruit the relevant actors within organisations in a timely manner, even where no prior relationships exist. We have experience of conducting interviews with staff in a wide range of situations, in particular where there is a need to get beyond issues such as over-confidence, competing priorities and institutional pressures that may cloud other influences on their behaviours that need to be addressed. We have expertise in identifying not just the individual-level influences on actors' behaviours but also the wider social and structural influences (for example the effects of institutional and sectoral culture, and relationships between staff grades and partner organisations) that have less visible but often more substantial effects. And we have long experience of working with our partners and clients to develop these insights into actionable recommendations for intervening.

Our partnership looks forward to the opportunity of working with you to deliver this important piece of research, and of making recommendations that can improve health outcomes for school pupils and students.

Focus of investigation

The SFS relate primarily to meal planning, and the frequency with which different types and groups of food should be served at lunch and on other occasions to ensure a healthy diet is consumed while at school. For example, oily fish should be served at least once every three weeks, and fried starchy food not more than twice per week. The extent to which EHOs and TSOs can monitor compliance with these requirements (via the types of light-touch questions and observations on a single visit that are envisaged) will therefore be the main focus for this discovery research.

However, an important additional aspect to consider is the extent to which school pupils and students actually choose and consume a healthy mix of food both at each lunch and across the week, even if this is provided in line with the SFS requirements. It seems possible that some schools will be complying with the letter of the SFS requirements in terms of the food they provide, but that the way in which it is provided means that pupils and students are able or influenced to choose less healthy options. For example, the placement of different food options on shelves or at the serving counter, the prominence of vending machines, and whether pupils and students are asked whether they would like a healthy food or are simply given it, could all have a significant impact on whether healthy options are selected or are ignored or rejected and have to be discarded. We therefore feel that this discovery research could usefully investigate the potential for EHOs and TSOs to identify instances of such 'delivery and access barriers', as well as non-compliance with the availability of foods that meet the SFS (which remains the primary goal).

Fieldwork

We will discuss and agree the sample design with you, but at this point we see value in investigations at four levels. These are:

- interviews within local authorities – to understand in general how school food procurement and SFS assurance works, and specifically how existing EHO and TSO inspections could be minimally and effectively adapted to include questions and observations that identify non-compliance and poor delivery
- interviews within schools – to gain a deeper understanding of the factors that affect compliance and delivery, and specifically what barriers exist that could be identified through questions and observations
- observed inspections in schools – to understand the inspection routine in greater depth, which would support the development of recommendations for questions and observations that could be applied with minimal extra burden
- user testing – to assess how easy the recommended questions and observations will be to apply in practice, and to provide an opportunity to optimise these before the pilot launches

As the Specification notes, engaging with the School Food Standards Pilot Advisory Board during the project will also be invaluable.

In the sections below we discuss a recommended sample design, providing comprehensive and consistent coverage across the pilot local authorities and school types, and a reduced option which removes some fieldwork but nonetheless preserves coverage of all authorities.

Local authorities

The intention is for 12 to 15 local authorities to participate in the pilot: these will comprise a mix of two-tier, metropolitan and unitary authorities (including London boroughs) to reflect differences in how responsibilities and capabilities are distributed. Blackpool Council, Lincolnshire County Council, Plymouth City Council and Nottingham City Council have publicly announced their participation; others will be included to ensure a good range of operating models and geographies. Fieldwork will need to cover all participating authorities, and we note that engaged contacts within EHO and TSO teams for each authority, as well as others involved in school food procurement and provision, will be provided as starting points for recruitment.

The actors who are appropriate to interview will vary from one authority to the next, so we will be guided first by the contacts that you are able to provide, and second by initial discussions with actors in each authority who will be able to give an overview of who should be involved and whether it is necessary to engage with additional individuals. The first task within each authority will therefore be to make contact with the most senior individual(s), or those with the best overview, and to take advice on who else to engage. We will then agree the final list of actors to interview in each authority with you. We frequently take this iterative approach to sample design, for example in an ongoing evaluation of pilots aimed at supporting young people and families with Covid-19 to self-isolate in Lancashire local authorities.

EHOs and TSOs have different responsibilities and remits regarding school inspections: the former focusing on hygiene conditions where food is stored, prepared, served and discarded; the latter on the composition and quality of food and information provided about it. In unitary authorities EHOs and TSOs are likely to sit within different teams or directorates; in two-tier authorities they are likely to be employed by different organisations (EHOs by the district council; TSOs by the county council). It will therefore be important to engage separately with team leads and individual officers of both types.

We therefore anticipate needing to engage with around five EHO/TSO actors per authority: a team lead or service manager for each, to provide an overview of the team's responsibilities and abilities, and how these relate to schools and SFS in particular; and one or two officers of each type who currently inspect schools, depending on the size of the team, to gain a granular understanding of what inspections comprise, the level of knowledge they have relating to SFS, and opportunities for building questions and observations into what they already do. We expect that contacts with the team leads will make recruiting these individuals straightforward.

In addition to EHO/TSO actors, it will be important to include individuals who manage school food procurement arrangements. Again, these will vary between authorities, but in many cases will involve a framework contract which allows schools to choose a supplier for themselves. We expect to interview the manager of this framework in each authority, or another individual with a good overview of how the local authority, schools within it and private-sector

suppliers interact to provide school meals, and the points within this system at which SFS requirements are considered and implemented. In two-tier authorities this role may be split between district and county councils.

Given the above, we anticipate conducting five or six core interviews in each of the pilot local authorities – between 60 and 90 depending on the number of authorities involved. We have therefore provided costs for **72 interviews, each lasting one hour and conducted online**, assuming that 12 authorities are involved in the pilot. We normally use Zoom for online interviews, since this is the most widely available platform for participants; we have secure licences which ensure that video recordings are restricted to our servers, and have used this platform for a wide range of government research during the past two years.

Schools

The SFS apply to primary and secondary maintained schools, and many academies. Governance and implementation arrangements regarding school meals will vary considerably across different types of schools, and potentially across different local authorities. To gain a broad-based understanding of the factors that affect compliance with the SFS and delivery of its intended outcomes, we anticipate engaging with five of each type of school spread across all the authorities in the pilot – 15 schools/academies in total.

Within each school, we expect to interview two individuals separately: the person responsible for planning and managing the school meals contract (likely to be the School Catering Manager or similar); and the governor tasked with oversight of this. The pairing will provide an internal and external view on the way in which school meals are delivered, the issues and factors that influence this, and the level of attention given to the SFS alongside other considerations and priorities. We have therefore provided costs for **30 interviews, again each lasting one hour and conducted online**.

We will choose schools based on information provided by our local authority participants to ensure a range of size, catchment, type, food procurement arrangements and other criteria of interest. The interviews with schools will therefore take place after those with local authority actors. We will not have access to pre-existing contacts in the schools we select, but we expect that with some support from DfE it will be possible to engage with the head teacher in each school, and for him/her to facilitate contact with the relevant individuals.

The possibility that schools with good SFS practice will be prepared to engage while those with poorer implementation will not has been noted as a risk, as this would introduce selection bias and may make identifying markers of non-compliance more difficult. The Behavioural Practice has considerable experience of engaging with organisations to explore individual and business practices in contexts where understanding non-compliance or poorer performance is important. These range from current work with owners of e-scooters (whose use of these on roads or pavements is illegal) for DfT, to the examination of the waste and recycling sector for HSE described in section 4. We are well used to assuring potential participants of their anonymity and privacy as far as reporting and client liaison is concerned, and the importance of their contribution, and of discussing and allaying other concerns to encourage participation and minimise bias. We will use this experience to secure as high a response rate from our initial selection of schools as possible, minimising the level of attrition. Support from DfE will also help, provided it is expressed to schools in the appropriate way; we will be pleased to advise on this.

Observed inspections

The sections above outline an approach comprising online interviews, this being the most time- and cost-effective way to engage with people around the country. However, there would be significant additional value in accompanying some EHOs and TSOs on their school inspections. First, this will provide a much deeper understanding of the situations they encounter, time available to them during school visits and what they are able to ask and observe in relation to the SFS. Given that the pilot questions and observations need to fit into the inspection routines that are already established, this will help ensure recommendations are appropriate and optimised as far as possible before testing. Second, being onsite in schools would give us the opportunity to observe wider points about food provision and speak to catering staff, drawing on our expertise in behavioural science to identify issues which may influence (undermine) pupils' and students' food choices.

Accompanied inspections would add cost to the project (although this would be mitigated to some extent by the fact that the online interview with the EHO/TSO in question could be incorporated and done in person, saving on recruitment and management costs), so we would discuss this option with you if it were of interest.

Fieldwork: reduced option

The approach outlined above involves a large number of qualitative interviews, necessary to capture in detail the variety of contexts and actors across which the recommended questions and observations will have to operate, in all participating local authorities. However, we are conscious that the scale (likely to be around 100 interviews in total) may exceed your expectations, and indeed that it may exceed the levels required for saturation setting aside the requirement for detailed information on all participating authorities, so we have considered ways in which it could be reduced while preserving the involvement of all local authorities in the pilot.

The responsibilities and inspection routines of EHOs and TSOs will differ, so it will be important to represent them both adequately across varied contexts. Assuming that the EHO and TSO team leads are the contacts that FSA already has with the local authorities, we will need to engage with them. However, an option for reducing fieldwork at the EHO/TSO level would be to interview an EHO only in half the pilot authorities, and a TSO only in the other half. We would structure this so that the two halves are as matched as possible, and coverage of both EHOs and TSOs is maintained across the sample as a whole. This would reduce fieldwork in each authority to three interviews, giving a likely total of around 40.

It may also be feasible to restrict interviews with school food procurement managers, perhaps to two-thirds of the local authorities if similar arrangements are in place across the pilot. This would reduce fieldwork to 8-10 interviews.

The reduced design would therefore total 48 interviews in local authorities rather than 72, again assuming 12 authorities are involved. This design accepts a certain loss of granularity within each local authority on the basis that coverage of each role is largely preserved across all authorities involved. The number of schools involved could also be reduced to 9 (three each of primaries, secondaries and academies), resulting in a **total of 18 interviews** rather than 30, again accepting lighter coverage of the variety of school contexts. We have provided a separate cost for this reduced design, and would be happy to discuss options with you.

More generally we would like to discuss with you the topic of saturation and the importance of securing comprehensive findings about each authority. If the requirement for case studies of each authority were relaxed, it is likely that the number of interviews conducted across the authorities could be reduced. However, at this point the case study requirement seems clear so our proposals are designed to deliver these.

Interview coverage

We will need to develop separate and quite different topic guides for each of the types of actor that we interview. The process for this will start with agreement with you on the key topics and issues that need to be covered with each; if any previous qualitative research has been conducted on relevant subjects it would be useful to see guide produced for those studies.

We will then develop a draft guide for each type of actor:

- EH and TS team leaders: likely to focus on their general knowledge of how food is provided in schools, the extent to which and manner in which EHOs and TSOs currently engage with this, and the potential for their teams to deliver the type of service that the pilot envisages
- EHOs and TSOs: likely to focus on understanding what they already do when visiting schools, what they could feasibly do around this and what the pressures on them are, but also their impressions of how food is provided in the schools that they inspect, and the basis for drawing these conclusions
- School food procurement managers: likely to focus on the various arrangements that schools within the authority have for sourcing and providing food, the pros and cons of each approach, the reasons why schools might choose one approach over another, and key actors in this space
- School catering managers and governors: likely to focus on the way in which food is procured and delivered to children at their school/academy, in terms of the arrangements in place but also wider efforts to encourage healthy eating and food selection, the ethos and values that direct these efforts, any challenges they have encountered, the impacts of these, and ways of addressing them

The Advisory Board and Steering Group will advise on the development of the guides if possible.

In addition to the interviews, it may be useful to ask participants if they are able to share any documents relating to their food procurement, delivery or inspection activities, to help provide the most detailed view of processes possible, and to ensure that the recommendations we make are well suited to those processes.

Analysis, and developing recommendations

The Behavioural Practice has substantial experience of working with large, complex qualitative datasets (for example the projects summarised in section 4), and we have well-established methods for conducting efficient yet rigorous analysis. This project will require four strands:

- coding framework to provide a consistent basis for describing how the SFS is delivered across different contexts (and how this varies systematically)
- case study analysis to demonstrate how the strands within each local authority come together to determine how SFS is delivered
- thematic analysis to highlight patterns from these two exercises that suggest issues that could be identified through questions and observations
- identifying actors in addition to EHOs and TSOs who could assure compliance, and interventions to address non-compliance or poor implementation

Coding framework

The first two methods will primarily apply to fulfilling the first of the overarching project aims set out at the beginning of this section: providing a detailed view of the way in which each of the local authorities that will be involved in the pilot handles the SFS. We will agree on the key elements of SFS delivery that need to be understood; these are likely largely to follow the key aspects of the topic guides for the interviews. These elements will form a framework into which we will summarise the results of each interview. Sorting the framework brings similar participant types together, highlighting consistencies or dissimilarities within and between groups, and allowing us to report on and interpret patterns across the sample as a whole.

Case study analysis

The coding framework can also form the basis for case study analysis. Here we will bring together all interviews from a single authority and consider first how well the SFS are being implemented overall, and second what the findings summarised under each aspect of SFS delivery suggest about the reasons for this – i.e. where the specific barriers to better implementation are to be found. This will allow us to provide a succinct yet robust description of how the SFS are handled in each of the pilot authorities across all the actors involved, the reasons for this, and areas of commonality and difference between the authorities.

Thematic analysis

The next two stages of analysis mainly apply to the second of the overarching project aims: identifying a common set of questions and observations that may be applied across a range of school and local authority settings, actors who could support compliance, and interventions to address non-compliance. We will search for themes within the framework that suggest common issues identifiable through specific questions or observations. As a starting point we will code the issues into an established behavioural model. We most often use COM-B (in combination with the TDF) and ISM, selecting the model which best fits the context we are working in. At this point we anticipate that the barriers to compliance or good implementation for the SFS may divide more naturally between individual, social and material domains than between capability, opportunity and motivation, implying that ISM would be the better option, but we will take a view on this when working with the data in the earlier analysis strands. In any case, both ISM and COM-B/TDF comprise numerous more specific sub-categories, and we would need to consider how the barriers we identify group together within these.

Once we have grouped the barriers as efficiently as possible, we will consider what is likely to be the simplest and clearest indicator of each group. Once we have found a small set of these markers (we imagine five or six at most) which most efficiently cover a range of barriers, we will devise a question or observation that can be used to identify each one within the existing routine of EHO and TSO school inspections (having understood these routines in some detail from the interviews with them and, ideally, from the optional accompanied inspections).

Identifying actors and interventions

Finally, having developed a list of barriers to compliance, and understood the range of actors with some connection to the SFS, we will also be able to consider whether anyone apart from EHOs and TSOs would be well placed to identify those barriers and therefore to help assure compliance. Likewise, understanding the barriers will allow us to develop ideas for interventions which could address them – the previous ISM or COM-B analysis will be an excellent basis for this. We will want to discuss how substantial a part of the project this should be: using behavioural insight to develop interventions which target specific barriers and facilitators of behaviour change is a key part of the Behavioural Practice's expertise, but

it seems a little outside the core requirements of this project, so at this point we anticipate spending enough time to make some suggestions rather than developing detailed recommendations.

Testing the questions and observations

The Specification states a requirement to test and iterate draft recommendations for questions and observations so that these have been optimised for effectiveness and ease of use before the pilot begins. As with many other projects, we firmly agree that pre-testing or user-testing interventions before they are rolled out widely is a desirable thing to do.

Ideally, we would test them in the field, briefing a small number of EHOs and TSOs on the draft questions and observations, and accompanying them on inspections of schools to observe how these are implemented in practice and the value of the evidence they produce. During each observation we would be looking to assess: how comfortable and confident the officers are in delivering the questions/observations; the extent to which the answers they receive or things they see clearly highlight the presence of the marker that the questions/observations are targeting; and any improvements that could make them easier to deliver and/or more effective in eliciting information. We would speak to each officer immediately after the inspection about his/her experience of asking or observing, to complement what we have observed ourselves. This process would provide the most reliable test and the greatest opportunity to improve.

However, if the pilot is to be launched at the beginning of September 2022 (the start of the school year), then there would not be time to do this while schools are open. The time required for the mainstage fieldwork means analysis and recommendations will need to be done in August, during the holidays. This being the case we would instead user-test the questions and observations in isolation, returning to a small number of the EHOs and TSOs with whom we met earlier, showing them what would be required, and asking them how they would feel about building these into their normal inspection routines, and asking if they would anticipate any unintended consequences. This would give us some useful feedback on the anticipated suitability of the questions/observations, and grounds for iterating them on this basis, although it would be a theoretical and subjective test rather than one based on experience. However, we would not be able to test whether the questions/observations elicit information that identifies non-compliance: that would need to be done in the pilot itself.

If it is possible to accompany some inspections (see above), it may be feasible to test some early ideas for questions and observations at this point; if so, we could usefully apply learnings from these inspections to the development of the final draft questions and observations. Additionally, during the inspections it may be possible to take some short videos or photos of scenes (provided no children or any identifying features are included) that may be markers of non-compliance or poor implementation, and as such recommended as observations. These could be useful in exploring the feasibility of making such observations with EHOs and TSOs later on. We are fully cognizant of the challenges and implications of doing this, so would discuss it with you in detail.

On the assumption that the latter approach will be the most feasible, we have costed for **eight user testing interviews**, conducted online, with EHOs and TSOs who were involved in the main fieldwork.

Steering Group and Advisory Board

The Specification notes that the School Food Standards Pilot Advisory Board, comprising a group of expert stakeholders, will meet during the project and will be able to contribute insights to the design and conduct of the project. We will certainly want to benefit from the Board's expertise, as well as updating them on progress. Ideally they would contribute views and advice at two points: when deciding on the content of the interviews with local authority and school participants; and when considering what findings and insights from the interviews mean for the questions and observations that should be recommended. However, we recognize that the Board has a wider purpose, and may not be available at exactly the times required to provide this input.

Therefore, if relevant, we also propose to establish a project steering group, comprising academic experts and others who may be relevant, so that we can ensure the availability of additional expertise when needed. We have already secured agreement from two independent academics (████████████████████) – see section 4B), and would be very happy to take recommendations if there are individuals you would like to see involved. We would also want to discuss the composition of the steering group with you, to ensure it complements rather than overlaps with the Advisory Board.

A critical role for the Steering Group or Advisory Board (or both) at the second input point will be to provide an external view on the draft recommendations for questions and observations. In particular, they will need to be alert to the possibility of unintended consequences. For example, if the typical length of time that children queue for their lunch is identified as a marker of poor implementation, a question from an EHO/TSO about queuing time may lead schools to attempt to reduce

the queue and inadvertently encourage more children to bring in a packed lunch rather than having a school meal. In this case, the question should be accompanied by another on the proportion of children having a school meal (paid or unpaid), as well as the length of the dining room queue.

Project outputs

As in the Specification, we will draft a report providing an overview of the SFS environment, describing context and practices in each of the local authorities, recommending questions and observations, and suggesting alternative actors and interventions to assess and improve compliance. We expect this report to go through one round of comments, given the need to deliver it rapidly (in mid August); we will discuss the format with you in detail in advance, and have a wealth of experience of producing reports for internal use and online publication, so anticipate that one round of comments will be sufficient. We will also deliver a presentation of the key elements of the report to the Advisory Board (and others, if interested) in mid-September; we can agree the focus of this once the report is finalized.

If there is a further need to produce or contribute to a report for wider publication, or an academic paper, we will be happy to discuss options. The Behavioural Practice has had numerous peer-reviewed papers published, including for the FSA, so we will be well placed to help with this if desired.

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.

Our proposal for this discovery research diverges from the approach suggested in the Specification in one important respect. Rather than nominate a lead for the project who would then be responsible for recruiting and coordinating a research team to carry out the fieldwork, we have proposed a partnership between the Behavioural Practice and [REDACTED] (and a Steering Group if relevant), with the Behavioural Practice taking the lead role in the contract. We believe this is beneficial for several reasons:

- The Behavioural Practice has a highly experienced qualitative team with a strong track record and expertise in engaging organisations in fieldwork to examine practices and compliance with regulations: this means that our partnership already has a fully established and highly reputable qualitative research team in place, and can begin work immediately
- The Behavioural Practice also has significant experience of working with the FSA and DfE, close connections to OHID, and a strong track record of working with local authorities and developing iterative, complex samples: this means we are able to contract quickly and get started to keep to a tight timeline, and that we can provide confidence in our abilities in project management and client engagement
- [REDACTED] will be able to focus on contributing advice and expertise at all critical points in the project process, making best use of her resources
- A Steering Group, if included, will allow us to broaden the range of expertise that can inform the project and its recommendations, and by incorporating multiple external viewpoints can minimise the risk of unintended consequences arising

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.

We expect the project plan to be as follows:

Set-up:

- Inception meeting; project parameters agreed
- Project plan circulated
- Engage with existing local authority team contacts and scope the sample
- Agree sample with FSA
- Establish Steering Group (if relevant)

Objectives 1, 2 and 3:

- Develop topic guides
- Interview EH and TS team leads
- Interview EHO/TSOs and other local authority actors
- Select schools for engagement
- Engage with headteachers in selected schools
- Interviews in schools
- Optional accompanied inspections

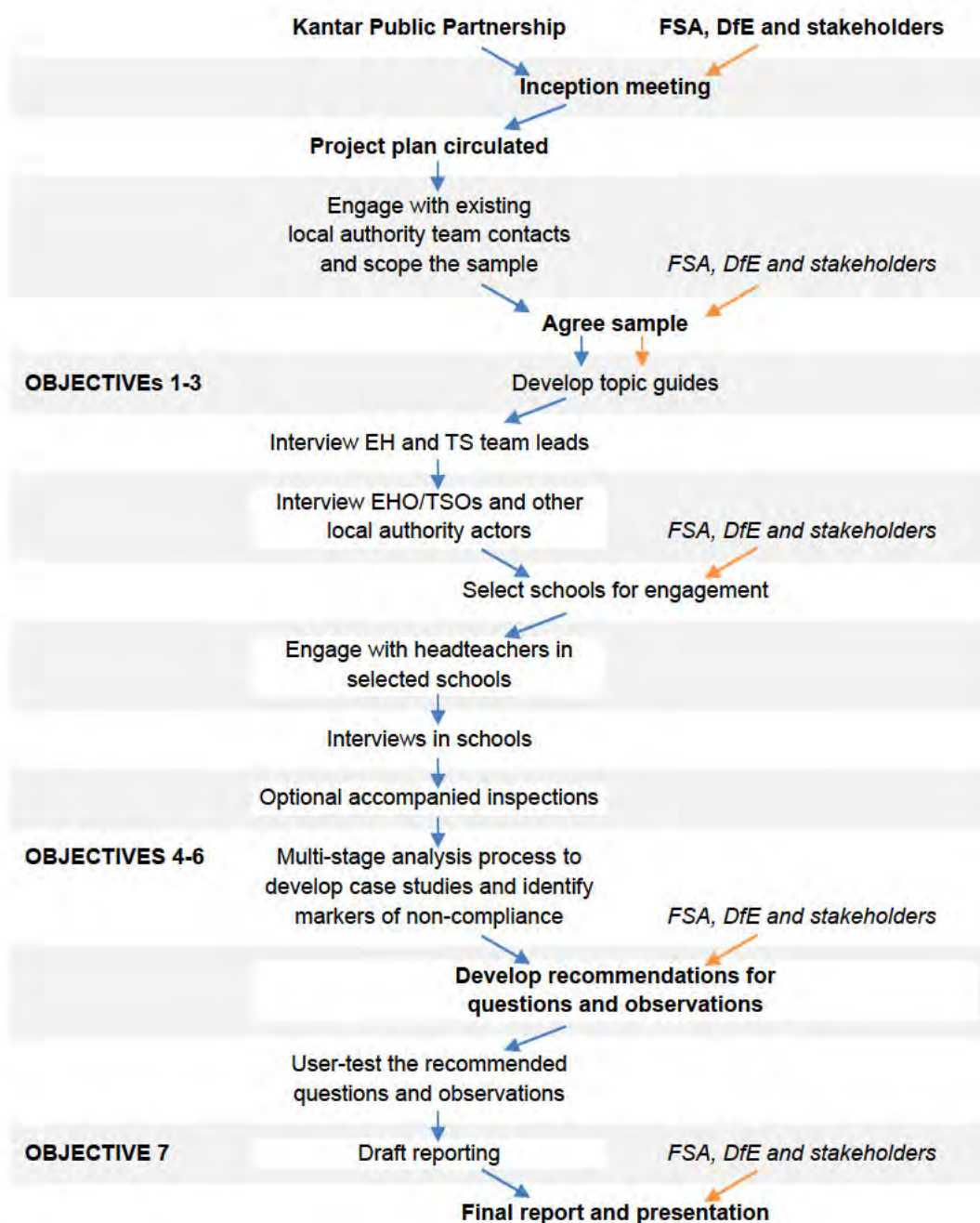
Objectives 4, 5 and 6:

- Multi-stage analysis process to develop case studies and identify markers of non-compliance
- Develop recommendations for questions and observations
- User-test the recommended questions and observations

Objective 7:

- Final reporting in line with format to be agreed
- Presentation of findings and recommendations to the School Food Standards Pilot Advisory Board

A flow chart representing this plan, and the involvement of the Kantar Public partnership and the FSA and other stakeholders is as follows. Key deliverables are in bold:



B. DELIVERABLES

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

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

Each deliverable should be:

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

Please insert additional rows to the table below as required.

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

DELIVERABLE NUMBER OR MILESTONE IN ORDER OF EXPECTED ACHIEVEMENT	TARGET DATE	TITLE OF DELIVERABLE OR MILESTONE
1	20/05/2022	PROJECT SET-UP TASKS [OBJECTIVE 0]
2	27/05/2022	ESTABLISH STEERING GROUP IF RELEVANT [OBJECTIVE 0]
3	10/06/2022	LOCAL AUTHORITY FIELDWORK COMPLETE [OBJECTIVES 1-3]
4	08/07/2022	SCHOOLS FIELDWORK COMPLETE [OBJECTIVES 1-3]
5	22/07/2022	ANALYSIS COMPLETE [OBJECTIVES 4-6]
6	29/07/2022	DRAFT QUESTIONS/OBSERVATIONS READY [OBJECTIVE 5]
7	05/08/2022	USER-TESTING COMPLETE [OBJECTIVE 5]
8	15/08/2022	REPORT FINALISED [OBJECTIVE 7]
9	16/09/2022	PRESENTATION DELIVERED [OBJECTIVE 7]
N/A		WE WILL ALSO BE KEEN TO CONTRIBUTE TO DISCUSSIONS ABOUT THE DESIGN AND DELIVERY OF THE PILOT, AND ITS EVALUATION, AFTER THIS STUDY CONCLUDES.

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.

An examination of key behavioural drivers and barriers to partnership working following multi-agency reforms

[REDACTED]

Dates: November 2019 – March 2021

[REDACTED]

Value: [REDACTED]

The government introduced legislation in the Children and Social Work Act 2017 to reform the way in which local partners and relevant agencies work together to safeguard and promote the welfare of children. The legislation placed a joint statutory duty on health, police, and local authorities to work together to plan and deliver local safeguarding

arrangements. This required new ways of working and a culture change in the way that partners behave and collaborate. [REDACTED]

[REDACTED] commissioned this research alongside the Wood Review of multi-agency safeguarding arrangements (2021) to identify and understand behavioural facilitators and barriers for effective practice, to create interventions that could overcome remaining barriers, and to explore the feasibility of implementing these.

The main aims of the research were to:

- Examine how partnerships were working together following the reforms and identify and understand key behaviours required for successful multi-agency working.
- Provide robust insight into the drivers and barriers of ideal behaviours at all levels within partner agencies, and recommendations for interventions that may facilitate good practice.
- Provide a Theory of Change describing the actions and behaviours needed for agencies to work in partnership to deliver optimal outcomes for at-risk children.

Following a pause in 2020 due to the Covid-19 pandemic, an additional aim was added. The research also sought to understand how multi-agency working evolved during the Covid-19 pandemic and to identify best practice to share with wider partnerships.

The research began with a scoping phase to build an understanding of the varying contexts in which the reforms were being implemented, and the approaches that different partnerships were taking. This involved a rapid evidence assessment (reviewing partnership documents and literature around multi-agency working in safeguarding and other contexts), and stakeholder interviews with representatives from 10 partnerships at a strategic level. The emerging findings fed into the design of research materials for case studies, allowing interview discussions to be targeted, relevant and tailored for the different audiences.

The case study phase was designed to provide a more nuanced understanding of how partnerships were working together, of the key behaviours required to embed new multi-agency working arrangements to safeguard children, and of the remaining behavioural barriers to implementing these arrangements. We developed case studies for five partnerships, chosen to reflect a range of local contexts, partnership arrangements for multi-agency working and previous performance as an LSCB. Within each partnership case study, we conducted 12 interviews with strategic and managerial staff (approximately 4 at senior and 8 at managerial levels in each agency); 3 paired interviews with staff at the frontline level; and a review of key documents (for example, governance plans).

Finally, the intervention phase took barriers identified in the case studies and used co-creation sessions with cross-governmental stakeholders to develop behavioural interventions to overcome them. The interventions were then tested with partnership areas, through 60-minute interviews with strategic leaders in three agencies who had not been involved in the research so far, to explore and assess the intervention ideas in a partnership context.

The report is published [here](#).

Relevant skills and capabilities:

- Examining specific contexts and developing case studies which explore the quality of service delivery and identify the reasons for this;
- Engaging with local authorities and other public-sector organisations through existing contacts and snowballing to further contacts to complete a sample
- Recruiting large numbers of interviews with specific actors, in challenging circumstances
- Identifying opportunities to improve service delivery and compliance with requirements, and designing and user-testing interventions
- Producing clear, concise and transparent reports that have been published.

Improving Health and Safety in the Waste and Recycling industry

Dates: September 2020 – March 2021

Value:

The Health and Safety Executive (HSE) has identified the waste and recycling (W&R) sector as a health and safety (H&S) priority for several years, as it presents significantly above average H&S risks: since March 2016 the fatal injury rate in the sector has been 18 times the average for all industries, and the non-fatal injury rate is double the average at around 3.6% per year.² HSE commissioned this research to provide insight into the H&S 'environment' that exists in W&R businesses and local authorities, the way this affects the in-the-moment decisions that workers make, and opportunities for improving it. There was a need to understand in greater detail the factors that support and hinder good H&S risk management, practices and behaviour; and to deliver actionable insight to inform and improve HSE's engagement with duty holders in the sector. Relatively little research had been conducted with the sector to date, and several challenges (e.g. the sector's complexity, sensitivities due to relations between managers and workers, and issues such as misplaced confidence which may obscure opportunities for change) needed to be taken into account.

Specific research objectives were to explore:

- Inspectors' and stakeholders' perspectives on the W&R sector and their perceptions of how the sector can best be supported;
- W&R organisations' (local authorities and small and large private businesses) understanding of, and approaches to, developing and embedding H&S policy, and the extent to which this varies across different types/sizes of organisation; and
- How best to engage with the sector, especially smaller organisations, ultimately to help influence their behaviour around H&S.

The research was conducted in two phases of online qualitative depth interviews. The first phase comprised interviews with 16 HSE inspectors and industry stakeholders to gain an understanding of the overarching context. The second involved 60 interviews with managers and workers in a range of roles, from a variety of W&R organisations in the public and private sectors, to understand organisations' specific circumstances, attitudes and behaviours. Analysis of this large number of qualitative interviews involved framework and thematic approaches, the former structured according to a model used to understand how attitudes and activities at different levels in an organization interlink, the latter drawing on established behavioural models to identify overarching influences on behaviours that could be addressed through interventions.

Relevant skills and capabilities:

- Working collaboratively with the HSE team and industry stakeholders to develop research designs and tools;
- Engaging with local authorities and other organisations through existing contacts and snowballing to further contacts to complete a sample
- Recruiting a broad and varied sample for qualitative interviews and a relatively short space of time, during contact restrictions and uncertainty in the industry caused by the Covid-19 pandemic
- Recruiting large numbers of interviews with specific actors, in challenging circumstances

² Source: Labour Force Survey (LFS), estimated annual average 2013/14 – 2019/20 (latest 7 years)

- Identifying opportunities to improve service delivery and compliance with requirements, and designing and user-testing interventions
- Producing clear, concise and transparent presentations and reports.

Analysis of UK national diet and nutrition survey data to determine adolescent diet quality by school lunch type

Conducted by: [REDACTED] and colleagues at the School of Food Science and Nutrition, University of Leeds

Dates: 2019-2020

Value: [REDACTED]

School meal standards based on foods and nutrients were introduced into schools in England in 2006-8 and updated in 2013 when nutrient-based standards were dropped. School lunches are required to include fruit, vegetables, dairy, protein and low fat carbohydrate but many lunches are less than optimal. Diet quality over the whole day is shown to be higher for primary school children when they have a school meal compared with a packed lunch, but there is less evidence on this for adolescents. We recently analysed national dietary data collected between 2008 and 2016 from over 2000 adolescents in the UK to determine whether type of lunch consumed at school had an impact on diet quality over the whole day. We used a validated method to measure diet quality: the diet quality index for adolescents (DQI-A) that incorporates diet quality, diversity and equilibrium. This tool provides a diet quality score between -33 and +100% with higher scores indicating better diet quality.

Overall diet quality was low for this cohort, demonstrated by the low score of 21.1% for all adolescents. The most common lunch type on school days was a packed lunch. The diet quality of older adolescents (15-18 year olds) having a packed lunch was 5.5 points higher (confidence interval 2.7 to 8.4%) than those having a school meal (adjusted for level of deprivation) although this was more pronounced for the older adolescents. An increase of 3 points is equivalent to an extra portion of fruit or vegetables. Children going out of the school at lunchtime had the poorest quality diets. In conclusion, despite the introduction of school food standards, unlike in younger age groups, adolescents having a school meal did not consume better quality diets over the whole day than those having a packed lunch.

The paper is published [here](#).

Relevant skills and capabilities:

- Knowledge of the scientific literature on factors impacting quality of school food in children and adolescents
- Specific knowledge of the School Food Standards, their application and the factors that may affect the quality of implementation and outcomes for children and young people.
- Designing and conducting analyses of complex dietary data
- Demonstration of writing high quality publications

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

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

Lead Applicant

Kantar Public

Named staff members, details of specialism and expertise.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

1

[REDACTED]

[REDACTED]

[REDACTED]

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

[REDACTED] SFS compliance issues, and will contribute to analysis and development of recommendations for the pilot.

Participant Organisation 2 University of Newcastle

Named staff members, details of specialism and expertise.

[REDACTED]

[REDACTED]

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

[REDACTED]

Participant Organisation 3 University of Wolverhampton

Named staff members, details of specialism and expertise.

[REDACTED]

-
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C. STAFF EFFORT

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

Name and Role of Person where known/ Role of person to be recruited	Working hours per staff member on this project (full option; reduced option)
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<div style="background-color: black; height: 20px; width: 10%;"></div>	<div style="background-color: black; height: 20px; width: 10%;"></div>
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<div style="background-color: black; height: 20px; width: 18%;"></div>	<div style="background-color: black; height: 20px; width: 8%;"></div>
<div style="background-color: black; height: 20px; width: 18%;"></div>	<div style="background-color: black; height: 20px; width: 10%;"></div>

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.

Project management principles

Kantar's Public Division has tried and tested management systems and structures in place to monitor progress and ensure timely delivery on all projects. Our project management and quality management approaches are underpinned by accreditation to ISO 20252 (the international market research quality standard) and ISO 9001 (the international standard for quality management systems). They are based on well-established guiding principles:

- Properly maintained process, delivery and risk management plans, agreed with all parties at the outset, and monitored and updated throughout.
- Effective timetabling of work streams and monitoring and reporting of progress.
- Clear team roles and lines of accountability.
- Knowledge sharing between team members to ensure project continuity for absences.
- Regular and open formal and informal communication within our team and with the FSA team.
- A flexible and responsive service.

The Project Director () and Project Manager () will be the points of contact for the School Food Standards Pilot Working Group day-to-day across the lifetime of the project. The Director will be accountable for all aspects of delivery.

Inception and planning

The project will begin with an inception meeting involving the Pilot Working Group, the Behavioural Practice partnership team, and any key external stakeholders. This will be to discuss the background to the requirement; confirm the outcomes we are looking to achieve, discuss all elements of our proposed approach to doing so; and clarify project parameters such as timelines, interested stakeholders, budgets, restrictions.

We will then produce a project plan, which updates the proposal with issues discussed and agreed at the inception meeting. Importantly, the plan will include a detailed list of objectives and outcomes, with a summary of the tasks that will ensure these are met.

Project delivery

Once the project is underway, the team will meet frequently in huddles, led by the Project Manager () to ensure all recent experiences are shared, and all upcoming tasks are understood. The Manager ensures a detailed internal timeline and task list is available to all team members; tasks are marked when complete, and emerging issues are logged for discussion and resolution. This ensures internal deadlines are met, or adjustments can be made so that external milestones are not affected. If a challenge to the timeline arises that cannot be resolved through internal adjustments, we will discuss and agree revised milestones with you, considering your wider needs and commitments and how best to minimise any impact on these.

Day to day contact will be led by the Manager; this will be adjusted based on the activity going on at the time, but will include a regular progress update to keep you informed of actions taken on the project that week, upcoming activity, and any risks arising and mitigating actions we recommend. These updates will be supplemented by catch-up phone calls/meetings to discuss and resolve any outstanding issues and ensure key deadlines are met. We will be adaptable in our communications with you depending on the nature and requirements of the project. Minutes and actions will be circulated after all meetings.

We will be proactive using our tried and tested approaches to tracking progress, surfacing and addressing obstacles, and horizon scanning to identify and address emerging project risks. Our established approach to risk management involves a 5-step process, built on the principles of PRINCE2 (see section 6 for more details on this). We have provided an initial risk register in this proposal, and will discuss this with you at the inception meeting; we will update the register as required over the lifetime of each project, providing an up-to-date version on a regular basis as part of project status updates.

The Expert Advisor, [REDACTED] will meet with the Behavioural Practice team at predetermined points to discuss, feed in and sign off: the interview topic guide, the analysis framework for the interviews, the output of the analysis.

We anticipate that either [REDACTED] (Project Director) or [REDACTED] (Senior Director with project oversight) will attend meetings of the Pilot Working Group to update on progress, provide feedback on emerging themes from the fieldwork, and ensure discussions about next steps for the pilot are as efficient and effective as possible.

Internal communication

All internal communication is done through MS Teams, with nested channels as relevant; all Teams are restricted to the project team members. Each channel has its own folder system so that all files are stored on our sharepoint, fully shareable and backed up, with access to previous versions. [REDACTED] will be a member of the project's Teams channel so that she can participate in general discussions about the project as they occur. For many contracts, we also set up a shared Team with our clients and stakeholders, so we can communicate and share documents easily; we would be happy to do this here.

[REDACTED] as Project Manager will have responsibility for regular communication with any external partners or experts we engage, supported by the [REDACTED] (Project Director) and others in the project team. This includes the Steering Group, if relevant. Members of the Steering Group would be engaged through [REDACTED] academic networks and any contacts you would like to include. We will agree the most appropriate way of engaging with the Advisory Board, although as noted this would be most useful at the interview design and analysis stages.

Monitoring and quality control

The Project Manager will monitor direct costs and executive time spent on the project, to ensure these are in line with what was anticipated and agreed at the outset. He will discuss actions to take if costs or time diverge significantly. We will agree a fixed cost for each project at the outset, so bear the risk in this sense. However, if the scope or design of the project has to change (e.g. due to unforeseen challenges in the field, or if the opportunity to accompany inspections arises), we may need to agree revisions to the proposed costs.

We have a fully defined and documented project process that includes all key activities, checks and senior sign-off points. All research materials and outputs undergo rigorous testing by operational and project team staff. This includes double-testing as a minimum, meaning at least two members of the research team fully check documents and files. All research materials and outputs are checked and approved by the Project Director before being provided to you for final approval. Time is built into schedules to allow you to comment, and for us to revise materials if necessary.

We expect that the expertise required to deliver projects within this contract lives within the Behavioural Practice partnership. The fact that we do not expect there to be a need to sub-contract to external suppliers (although as noted we are very likely to want to work with external experts via a Steering Group) further aids quality control.

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
Timeline slippage. A lot of interviews are needed in a relatively short period of time.	High	High	We have a relatively detailed outline with clear statements of the milestones that are critical to timeline delivery, and staged fieldwork to facilitate recruitment. This outline will be developed further following the inception meeting. If the interviews

			cannot be evenly spread out over the duration of the project, we can draw in staffing from other qualitative researchers in the team and can draw on experienced interviewers from elsewhere in Kantar Public.
Partner engagement. Difficulty securing attendance of stakeholders for interviews, which could lead to timeline slippage	Medium	High	The Behavioural Practice has experience of engaging stakeholders in local authorities and schools, and securing participation. Contacting the FSA's contacts in local authorities will be a key priority at the start of the project. Part of the project will take place over the summer holiday, but we have resources to manage a large number of interviews in a short space of time (as above) if that means they cannot be evenly spread.
Bias in sample of schools. If the project is perceived as potentially uncovering failures of the school, then schools who worry about whether they actually meet the School Food Standards may be reluctant to take part.	Medium	Medium	The Behavioural Practice has considerable experience of engaging interviewees on delicate subject topics, for example, interviewing e-scooter owners when use of e-scooters is currently illegal. We can reassure head teachers that whatever they say will remain confidential, the names of the schools will not be revealed in the reporting, and anything reported in the interviews will not be revealed to any enforcement agency.
Availability of actual inspections for observational work and user testing. Much of the project runs over the school holidays, when there may not be any site visits.	High	Low	We will prioritise arranging the observational visits before schools close for summer holidays, if this option is taken up. We have planned for online user-testing of potential pilot questions with inspectors, which can be done even in a month when no inspections are taking place.
Project team absences. Delay and/or inconsistency in project delivery	Low	High	Our standard practice is to assign deputies to key roles within project teams, so that if a member needs to be replaced, we have someone suitable who is already familiar with the work. As one of the largest social research organisations globally, we have the advantage of scalability: additional behavioural and/or qualitative experts can be added to the research team, if necessary.
Insufficient understanding of the sector context. An incomplete understanding of the ways in which local authorities are structured, school meals are procured, and EHOs and TSOs' roles could result in an unreflective sample, inability to explore the SFS environment fully, inability to uncover less obvious markers of non-compliance, and/or	Low	High	Our partnership includes eight days' time from an expert in school food environments and child/adolescent nutrition, and the option of an external steering group to provide additional advice and perspective.

inappropriate conclusions and unfeasible recommendations.			
Results of the research do not meet your needs.	Low	High	This research needs to inform the development of the pilot, allowing us to recommend simple questions that can be added to routine inspections to identify potential breaches of School Food Standards. We bring together expertise on School Food Standards with expertise in qualitative research for intervention design, and will combine that with frequent opportunities for check in with FSA, DfE and OHID, to report progress and interim findings and discuss next steps. This will ensure we deliver what you need.
Miscommunication between the FSA and Kantar teams. A clear understanding of your requirements, the context in which you and your stakeholders are working, and the uses to which the results of a project will be put, is critical for us to meet your needs fully. An absence of this risks projects being poorly designed and/or outputs that fail to deliver what is required.	Low	Medium	The core team for this contract includes senior personnel who bring a wealth of expertise in managing and delivering qualitative research in institutional settings, and of working with government departments, regulators and ALBs. They will be supported by Ben Toombs, Executive Director of the Behavioural Practice with 20 years' experience of consultancy and research regarding individual and organisational behaviour change. These senior team members will ensure close, efficient collaboration between FSA/DfE and Kantar colleagues.
Covid-19 forces changes to working practices that impact service delivery.	Medium	Low	A strong resurgence of the Covid-19 virus might result in restrictions and/or increased absences amongst interviewees or project team. We will monitor the risk of Covid-19 on an ongoing basis and will discuss any significant developments with you to agree mitigation. Kantar has continued to operate effectively throughout the pandemic. We have robust plans in place to enable business continuity, which are kept under constant review. Laptops and VPN enable staff to work securely from home. Staff are able to work in our offices, which are Covid-secure, by prior booking to ensure traceability. Face-to-face meetings are conducted via MS Teams. Should any disruption to project work occur as a result of Covid-19, we will notify the FSA/DfE Project Manager promptly and agree measures that can be put in place to minimise the disruption.

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 Specification 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

Our Quality Assurance policy is uploaded separately. We can confirm that we comply with the JCoPR requirements insofar as they relate to this contract. These requirements are similar to those that we set for ourselves, as described in the Policy.

Within Kantar's Behavioural Practice, all work is overseen and deliverables signed off by a senior staff member (see section 6). In addition, on this project, we have an academic expert who will also quality assure interview guides, analysis, and output. We plan to put together a Steering Group who will also give feedback.

If there is a need to raise a concern about quality of delivery of the project, [REDACTED], the qualitative lead of the Behavioural Practice, will be your first point of escalation. He will decide on initial actions to address the issue, in discussion with you. Our Quality and Information Security (QIS) team will be informed about the issue, and will log the details on a central form. This form outlines the complaint, reasons for occurrence, what actions have been carried out to rectify any outstanding issue, and what improvements could be made in the future to ensure that the problem is not repeated. The form is copied to [REDACTED] and [REDACTED] (see below) to review.

If the initial plan proves insufficient, or if the steps proposed do not resolve the situation, we would expect you to escalate the issue to [REDACTED] Executive Director of the Behavioural Practice. [REDACTED] sits on Kantar Public's Leadership Team, and has considerable experience of overseeing long-term contracts involving multiple stakeholders with varying needs. He will review the context in which the issue arose and the steps proposed and taken to address it, and meet with you to understand fully its implications for you. He will then work with other senior leaders across Kantar to devise a higher-level solution to the issue, and will again meet with you to explain how this will be implemented, what effects it is expected to have, and within what timeframe so that its effectiveness can be judged.

In the very unlikely event that further escalation is needed beyond this stage, the ultimate point will be Kantar Public UK CEO [REDACTED]

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.

Kantar follows the Market Research Society Code of Conduct for research.³ Interview guides and sample plans are reviewed by Senior Directors against the GSR ethics principles and checklist, and there is a GDPR champion and Quality and Information Security team who are consulted on data privacy issues.

GSR ethics principles state that:

1. Research should have a clear and defined public benefit
2. Research should be based on sound research methods and protect against bias in the interpretation of findings
3. Research should adhere to data protection regulations and the secure handling of personal data
4. Participation in research should be based on specific and informed consent
5. Research should enable participation of the groups it seeks to represent
6. Research should be conducted in a manner that minimises personal and social harm

We do not anticipate issues with any of these. The public benefit is already assured at the beginning of the project because FSA and DfE have identified a user need and by the FSA's commitment to transparency and dissemination. The research methods will be decided in collaboration with an Academic Expert and a Steering Group. Kantar's policy on the secure handling of data can be found below in (C) Data Protection. All participants will be informed of the purpose of the research and asked if they consent to participate before the interview begins: this will be an explicit part of the interview guide. We anticipate that interviews will be conducted online, which makes them accessible to a wide range of people; most of the interviewees will probably be used to conducting at least part of their working life online. We do not foresee personal or social harm from the research; if there are on-site visits, all government Covid-19 guidelines and any site guidelines that are more stringent than the national regulations will be followed.

³ <https://www.mrs.org.uk/standards/code-of-conduct>

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.

Kantar Public is a leading provider of research to government departments, financial institutions and many other organisations where the secure handling of sensitive or personal data is paramount. We will process any personal data according to protocols agreed with the FSA/DfE, and our ISO27001 accreditation (see below) certifies the legal, physical and technical controls involved in our information risk management processes. We also hold Cyber Essentials, and abide by the Data Protection Act 2018 and the MRS Code of Conduct, and embed Data Protection by Design and Default processes in all our work. All team members will operate under Kantar's confidentiality rules; we do not anticipate needing to appoint sub-processors but if we do we will inform the FSA/DfE and they will comply with the same rules. Information and access required for audit can be made available; and we undertake to assist the FSA in responding to data access requests and preparing DPIAs. We will notify the FSA/DfE (and the ICO) without delay should a personal data breach occur.

We apply the highest standards of information security to every aspect of a project to meet our ISO27001 accreditation, including a range of measures to ensure that the risk of data loss is minimized. Our ISO27001 system is fully transparent and we are happy to allow access to our information security manual, detailed procedures and working practices, risk management handbook and processes, and training materials to external auditors and/or authorised visitors upon a signed confidentiality agreement.

A full security plan will be provided before the start of the contract, but the key aspects of Kantar Public's data security policy are summarised below.

- **Premises security:** Physical access to the building and server/communications room is restricted to individuals who require such access to perform their job responsibilities;
- **Data transfer:** Kantar Public uses Accellion File Transfer System (or other secure transfer system as agreed with the client) to securely transfer confidential datasets or any other restricted data, including respondents' personal data;
- **Portable media:** Removable media is not used to store personal data. If transfer of personal data is required, it is transferred by Accellion, or as the client requests. Kantar Public staff working from home, or remote locations, have secure access to our network via use of CISCO Systems VPN Client software. All staff laptops are FIPS 140-2 encrypted;
- **Security incidents:** Security breaches (suspected or actual) are identified as any loss, theft or unauthorised access to personal and/or protectively marked data. Security breaches must be reported immediately to the CEO, Managing Director and Head of Information Security who will contact the client to decide the action taken;
- **Security training and awareness:** All staff receive specific security training, tailored to their role. The IT Security Policy is issued to, and reviewed by, all staff, whose acknowledgement is monitored by Human Resources. Safer Data Training and a Data Code of Conduct are included as part of the new

hire orientation process. Regular briefings on any updated procedures or developments are included in our staff meetings;

- **Internal audit:** Regular cycles of internal security audits are planned and conducted in research, operations and with suppliers, providing detailed feedback to every area of the business;
- **Partner agreements:** All suppliers and partners sign detailed security agreements, which we monitor and audit regularly;
- **Data storage:** All data are stored on our secure servers, and permanently deleted once the project has completed. Our standard deletion period is 12 months, but we expect to discuss this with you, and can shorten the period if that is what we agree.
- **Recovery:** Our IT procedures are designed to minimise the risk of either malicious or accidental data loss. We have tried and tested formal disaster recovery procedures in place, including a business continuity plan.

D. SUSTAINABILITY

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

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

Our sustainability and environmental policies are uploaded separately. These policies apply to the general work that we do in carrying our research and consultancy for government organisations. They would relate to this study in the same way as for all our other work.

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.

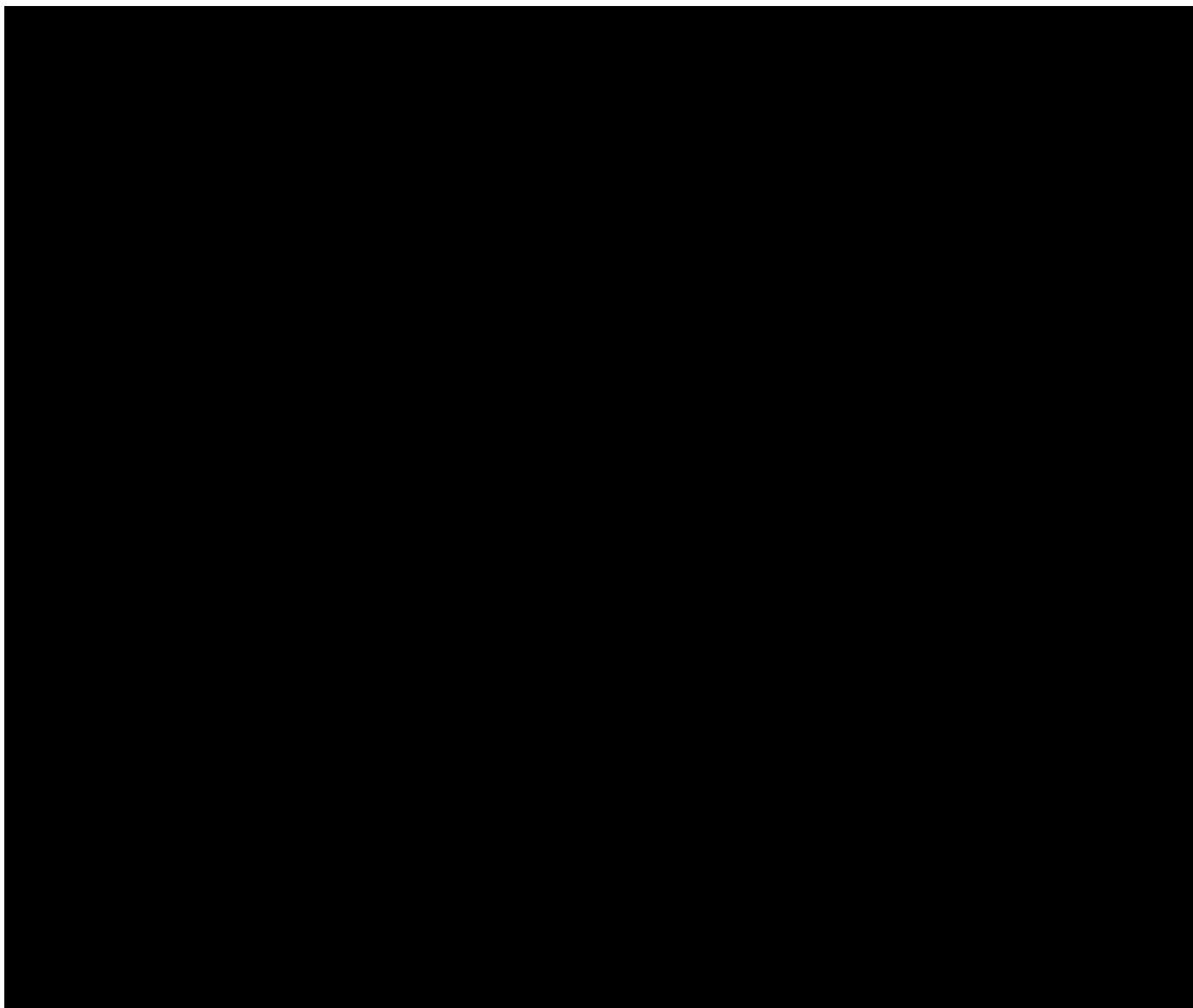
In this part Applicants should demonstrate the credibility of the partnership for exploitation of the results and explain the partnership's policy in respect of securing patents or granting licenses for the technology (if applicable). It should deal with any possible agreements between the partners to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

Our understanding is that this is intended to be a rapid piece of research to feed into the design of the pilot. Therefore, we have costed for the production of a report, which the FSA could publish on gov.uk, and presentation to the Advisory Board. If a report on the entire pilot is produced, at its conclusion, then we would be happy to feed into that gratis.

However, more generally the Behavioural Practice are committed to Open Science and we prefer to disseminate results as widely as possible, including by:

- **Publishing the results of trials in peer-reviewed journals** (for example, [our Vaccines experimental work](#)), particularly in venues that are Open Access, or accessible without paying a fee, so that they are available to policy-makers and the wider public
- **Publishing the results of any qualitative research** that might have generalisable scientific implications in peer-reviewed journals; previous clients have not desired this, but we would be happy to do so on request, and team members have published peer-reviewed qualitative research in the past, e.g., [this qualitative study](#) using the TDF
- **Publishing results in government reports**, including technical reports and infographics, e.g., our report on the design, conduct and results of multi-agency safeguarding research, published on [gov.uk](#)
- **Disseminating the results of self-funded experimental research to various Government departments** via bespoke reports and presentations
- Presenting scientific results at **academic conferences**
- Presenting findings that are relevant to industry in **industry publications**
- Collaborating with clients to produce plain English outputs, e.g., for publication on gov.uk blogs

Annex 3 - Charges



Total Project Costs (excluding VAT) **	£ 86,625.00
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* 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

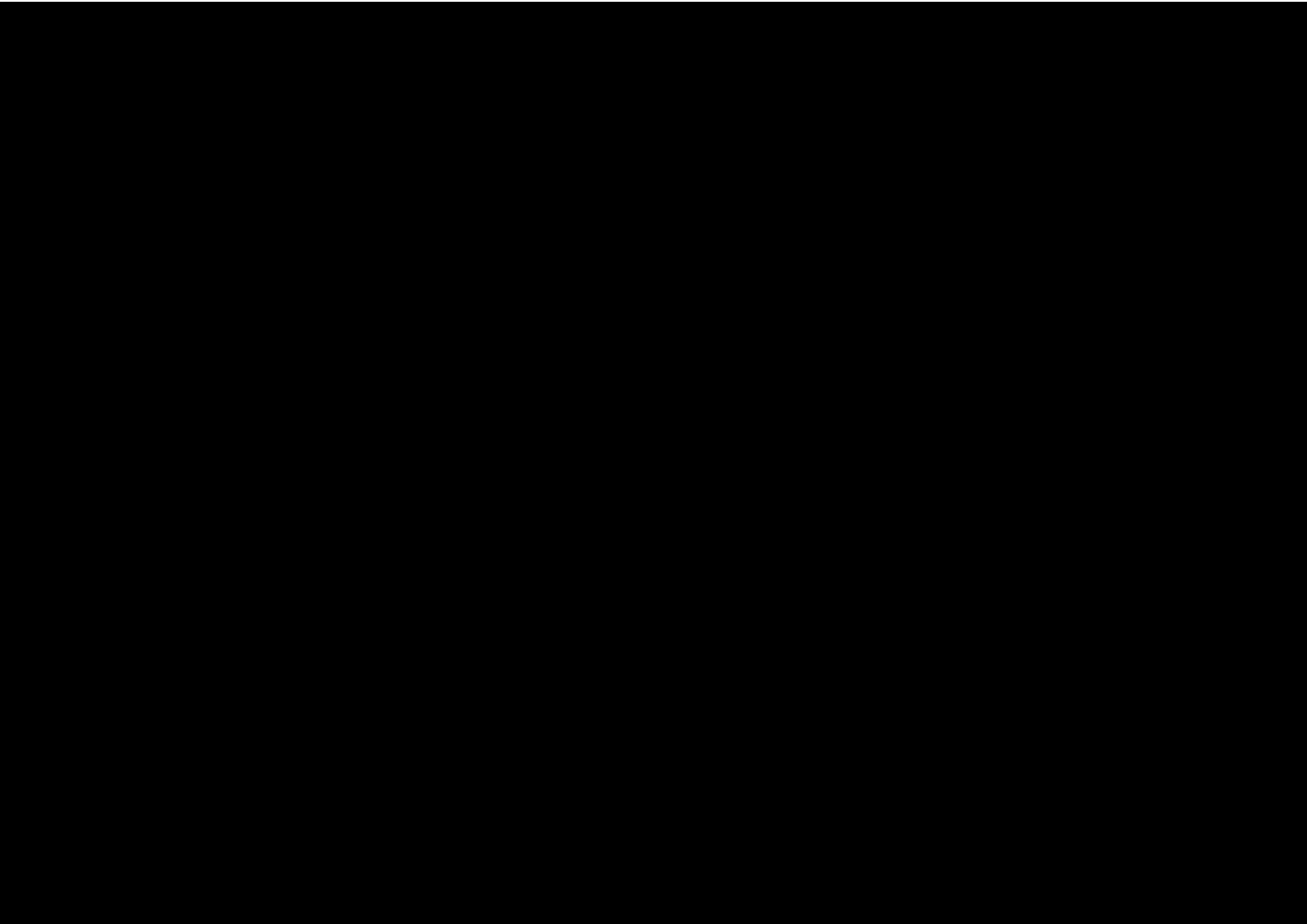
** The total cost figure should be the same as the total cost shown below and in the Schedule of payments tab.

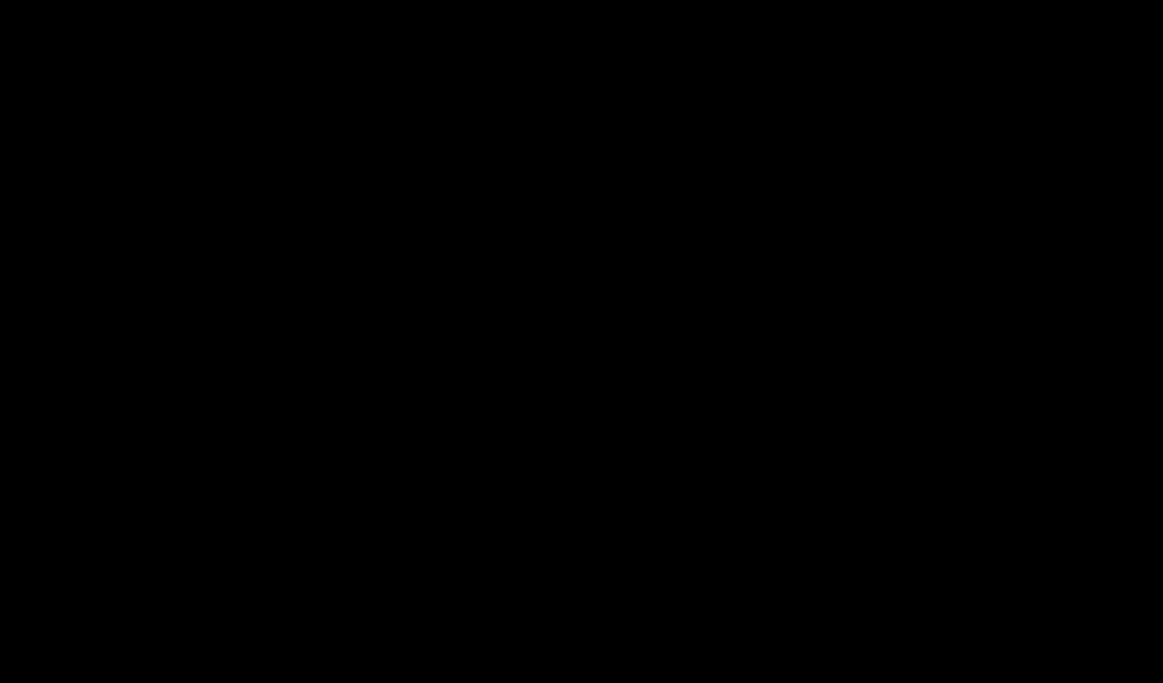
Total Project Costs	£ 86,625.00
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COST OR VOLUME DISCOUNTS - INNOVATION

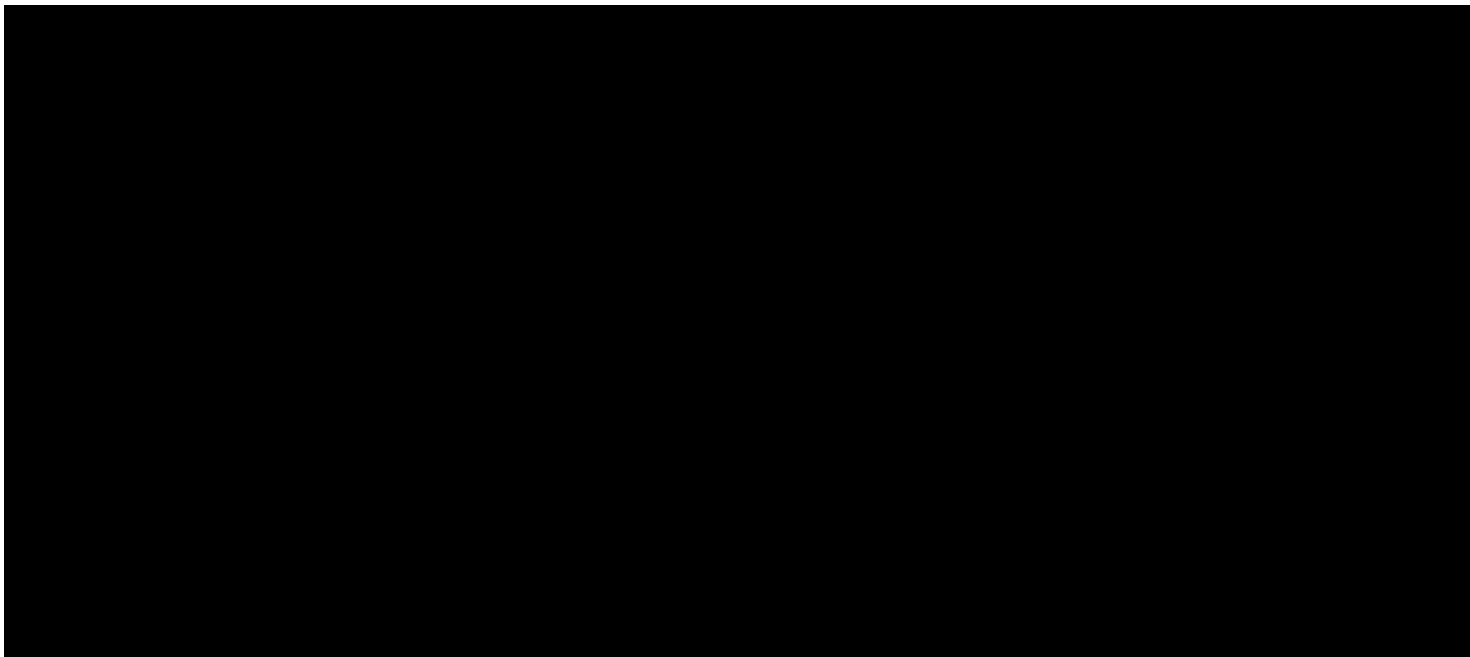


Staff Costs Table





£
86,625.00



Short form Terms

1. Definitions used in the Contract

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

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

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

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

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

"VAT"	means value added tax in accordance with the provisions of the Value Added Tax Act 1994;
"Workers"	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-policy-note-0815-tax-arrangements-of-appointees) applies in respect of the Deliverables;
"Working Day"	means a day (other than a Saturday or Sunday) on which banks are open for business in the City of London.

2. Understanding the Contract

In the Contract, unless the context otherwise requires:

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

3. How the Contract works

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

4. What needs to be delivered

4.1 All Deliverables

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

4.2 Goods clauses

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

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

4.3 Services clauses

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

5. Pricing and payments

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

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

6. The Buyer's obligations to the Supplier

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

7. Record keeping and reporting

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

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

8. Supplier staff

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

9. Rights and protection

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

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

10. Intellectual Property Rights (IPRs)

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

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

11. Ending the contract

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

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

11.3 Ending the Contract without a reason

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

11.4 When the Buyer can end the Contract

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

11.5 What happens if the Contract ends

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

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

11.6 When the Supplier can end the Contract

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

11.7 Partially ending and suspending the Contract

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

12. How much you can be held responsible for

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

13. Obeying the law

- 13.1 The Supplier must, in connection with provision of the Deliverables, use reasonable endeavours to:
- (a) comply and procure that its subcontractors comply with the Supplier Code of Conduct appearing at https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/779660/20190220-Supplier_Code_of_Conduct.pdf and such other corporate social responsibility requirements as the Buyer may notify to the Supplier from time to time;
 - (b) support the Buyer in fulfilling its Public Sector Equality duty under S149 of the Equality Act 2010;
 - (c) not use nor allow its subcontractors to use modern slavery, child labour or inhumane treatment;
 - (d) meet the applicable Government Buying Standards applicable to Deliverables which can be found online at: <https://www.gov.uk/government/collections/sustainable-procurement-the-government-buying-standards-gbs>
- 13.2 The Supplier indemnifies the Buyer against any costs resulting from any default by the Supplier relating to any applicable law to do with the Contract.
- 13.3 The Supplier must appoint a Compliance Officer who must be responsible for ensuring that the Supplier complies with Law, Clause 13.1 and Clauses 27 to 32

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

14. Data protection

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

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

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

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

15. What you must keep confidential

15.1 Each Party must:

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

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

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

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

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

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

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

- 15.5 For the purposes of clauses 15.2 to 15.4 references to disclosure on a confidential basis means disclosure under a confidentiality agreement or arrangement including terms as strict as those required in clause 15.
- 15.6 Information which is exempt from disclosure by clause 16 is not Confidential Information.
- 15.7 The Supplier must not make any press announcement or publicise the Contract or any part of it in any way, without the prior written consent of the Buyer and must take all reasonable steps to ensure that Supplier Staff do not either.

16. When you can share information

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

17. Invalid parts of the contract

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

18. No other terms apply

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

19. Other people's rights in a contract

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

20. Circumstances beyond your control

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

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

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

20.3 Where a Party terminates under clause 20.2:

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

21. Relationships created by the contract

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

22. Giving up contract rights

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

23. Transferring responsibilities

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

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

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

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

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

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

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

24. Changing the contract

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

25. How to communicate about the contract

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

26. Preventing fraud, bribery and corruption

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

27. Equality, diversity and human rights

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

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

28. Health and safety

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

29. Environment

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

30. Tax

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

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

31. Conflict of interest

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

32. Reporting a breach of the contract

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

33. Resolving disputes

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

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

34. Which law applies

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

APPENDIX A - VARIATION REQUEST FORM

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

Procurement Use Only (confirm contract allows for requested variation)

Variation Request No:

Variation Request Approved by:

Date of Approval:

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

APPENDIX B VARIATION FORM

PROJECT TITLE:

DATE:

VARIATION No:

BETWEEN:

**The Food Standards Agency (hereinafter called “the Client”) & Kantar Public
(hereinafter called “the Supplier”)**

1. The Contract is varied as follows:

Contract

x

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

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

SIGNED:

For: The Client

For: The Supplier

By:

By:

Full Name:

Full Name:

Position:

Title:

Date:

Date: