

Award Form
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Award Form

This Award Form creates the Contract. It summarises the main features of the procurement and includes the Buyer and the Supplier's contact details.

1.	Buyer	Food Standards Agency (the Buyer) Its offices are on: Clive House 70 Petty France London, SW1H 9EX
2.	Supplier	Name: University of Portsmouth Higher Education Corporation Address: University House Winston Churchill Avenue Portsmouth PO1 2UP
3.	Contract	This Contract between the Buyer and the Supplier is for the supply of Deliverables.
4.	Contract Reference	FS430643
5.	Deliverables	See Schedule 4 (Tender) for details.
6.	Start Date	15 th May 2021
7.	End Date	15 th June 2022
8.	Extension Period	6 Months
9.	Incorporated Terms (together these documents form the 'the Contract')	The following documents are incorporated into the Contract. Where numbers are missing we are not using these Schedules. If the documents conflict, the following order of precedence applies: 1. This Award Form 2. Any Special Terms (see Section 10 Special Terms in this Award Form) 3. Core Terms (version 1.0) 4. Schedule 1 (Definitions) 5. Schedule 20 (Processing Data)

		<p>6. The following Schedules (in equal order of precedence):</p> <ul style="list-style-type: none"> • Schedule 2 (Specification) • Schedule 3 (Charges) • Schedule 4 (Tender) • Schedule 13 (Contract Management) • Schedule 16 (Security) • Schedule 20 (Processing Data) • Schedule 21 (Variation Form) • Schedule 22 (Insurance Requirements) • Schedule 27 (Key Subcontractors)
10.	Special Terms	Not Used
11.	Social Value Commitment	The Supplier agrees, in providing the Deliverables and performing its obligations under the Contract, that it will comply with the social value commitments in Schedule 4 (Tender)
12.	Commercially Sensitive Information	Not applicable
13.	Charges	Details in Schedule 3 (Charges)
14.	Reimbursable expenses	Recoverable as set out in Schedule 3 (Charges)]
15.	Payment Method	<p>All invoices must be sent, quoting a valid purchase order number (PO Number), to: [REDACTED]</p> <p>Within 10 Working Days of receipt of your countersigned copy of this letter, we will send you a unique PO Number. You must be in receipt of a valid PO Number before submitting an invoice.</p> <p>To avoid delay in payment it is important that the invoice is compliant and that it includes a valid PO Number, PO Number item number (if applicable) and the details (name and telephone number) of your Buyer contact (i.e. Contract Manager). Non-compliant invoices will be sent back to you, which may lead to a delay in payment.</p>

16.	Insurance	Details in Annex of Schedule 22 (Insurance Requirements).
17.	Liability	In accordance with Clause 11.1 of the Core Terms each Party's total aggregate liability in each Contract Year under the Contract (whether in tort, contract or otherwise) is no more than [the greater of £5 million or 150% of the Estimated Yearly Charges.
18.	Supplier Contract Manager	
19.	Key Subcontractors	<p>Key Subcontractor 1</p> <p>Decernis, </p> <p>Key Subcontractor 2</p> <p>Swansea University, </p>
20.	Buyer Authorised Representative	<p></p> <p>FSA Analytics Unit, Clive House, 70 Petty France, London, SW1H 9EX</p> <p></p>

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

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

Core Terms – Mid-tier

1. Definitions used in the contract

1.1 Interpret this Contract using Schedule 1 (Definitions).

2. How the contract works

2.1 If the Buyer decides to buy Deliverables under the Contract it must state its requirements using the Award Form). If allowed by the Regulations, the Buyer can:

- make changes to Award Form
- create new Schedules
- exclude optional template Schedules
- use Special Terms in the Award Form to add or change terms

2.2 The Contract:

- is between the Supplier and the Buyer
- includes Core Terms, Schedules and any other changes or items in the completed Award Form

2.3 The Supplier acknowledges it has all the information required to perform its obligations under the Contract before entering into it. When information is provided by the Buyer no warranty of its accuracy is given to the Supplier.

2.4 The Supplier won't be excused from any obligation, or be entitled to additional Costs or Charges because it failed to either:

- verify the accuracy of the Due Diligence Information
- properly perform its own adequate checks

2.5 The Buyer will not be liable for errors, omissions or misrepresentation of any information.

2.6 The Supplier warrants and represents that all statements made and documents submitted as part of the procurement of Deliverables are and remain true and accurate.

3. What needs to be delivered

3.1 All deliverables

3.1.1 The Supplier must provide Deliverables:

- that comply with the Specification, the Tender Response and the Contract
- using Good Industry Practice
- using its own policies, processes and internal quality control measures as long as they don't conflict with the Contract
- on the dates agreed
- that comply with Law

3.1.2 In the event that a level of warranty is not specified in the Award Form, the Supplier must provide Deliverables with a warranty of at least 90 days from Delivery against all obvious defects.

3.2 Goods clauses

Not Used.

3.3 Services clauses

3.3.1 Late Delivery of the Services will be a Default of the Contract.

3.3.2 The Supplier must co-operate with the Buyer and third party suppliers on all aspects connected with the Delivery of the Services and ensure that Supplier Staff comply with any reasonable instructions of the Buyer or third party suppliers.

3.3.3 The Supplier must at its own risk and expense provide all Supplier Equipment required to Deliver the Services.

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

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

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

3.3.7 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.

4 Pricing and payments

4.1 In exchange for the Deliverables, the Supplier must invoice the Buyer for the Charges in the Award Form.

4.2 All Charges:

- exclude VAT, which is payable on provision of a valid VAT invoice
- include all costs connected with the Supply of Deliverables

4.3 The Buyer must pay the Supplier the Charges within 30 days of receipt by the Buyer of a valid, undisputed invoice, in cleared funds using the payment method and details stated in the Award Form.

4.4 A Supplier invoice is only valid if it:

- includes all appropriate references including the Contract reference number and other details reasonably requested by the Buyer
- includes a detailed breakdown of Delivered Deliverables and Milestone(s) (if any)

4.5 The Buyer may retain or set-off payment of any amount owed to it by the Supplier if notice and reasons are provided.

4.6 The Supplier must ensure that all Subcontractors are paid, in full, within 30 days of receipt of a valid, undisputed invoice. If this does not happen, the Buyer can publish the details of the late payment or non-payment.

4.7 If the Buyer can get more favourable commercial terms for the supply at cost of any materials, goods or services used by the Supplier to provide the Deliverables and that cost is reimbursable by the Buyer, then the Buyer may either:

- require the Supplier to replace its existing commercial terms with the more favourable terms offered for the relevant items; or
- enter into a direct agreement with the Subcontractor or third party for the relevant item

4.8 If the Buyer uses Clause 4.7 then the Charges must be reduced by an agreed amount by using the Variation Procedure.

4.9 The Buyer's right to enter into a direct agreement for the supply of the relevant items is subject to both:

- the relevant item being made available to the Supplier if required to provide the Deliverables
- any reduction in the Charges excludes any unavoidable costs that must be paid by the Supplier for the substituted item, including any licence fees or early termination charges

4.10 The Supplier has no right of set-off, counterclaim, discount or abatement unless they're ordered to do so by a court.

5. The buyer's obligations to the supplier

5.1 If Supplier Non-Performance arises from a Buyer Cause:

- the Buyer cannot terminate the Contract under Clause 10.4.1
- the Supplier is entitled to reasonable and proven additional expenses and to relief from Delay Payments, liability and Deduction under this Contract
- the Supplier is entitled to additional time needed to make the Delivery
- the Supplier cannot suspend the ongoing supply of Deliverables

5.2 Clause 5.1 only applies if the Supplier:

- gives notice to the Buyer of the Buyer Cause within 10 Working Days of becoming aware
- demonstrates that the Supplier Non-Performance only happened because of the Buyer Cause
- mitigated the impact of the Buyer Cause

6. Record keeping and reporting

6.1 The Supplier must attend Progress Meetings with the Buyer and provide Progress Reports when specified in the Award Form.

6.2 The Supplier must keep and maintain full and accurate records and accounts in respect of the Contract for 7 years after the End Date and in accordance with the

GDPR.

6.3 The Supplier must allow any Auditor access to their premises to verify all contract accounts and records of everything to do with the Contract and provide copies for an Audit.

6.4 The Supplier must provide information to the Auditor and reasonable co-operation at their request.

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

- tell the Buyer and give reasons
- propose corrective action
- provide a deadline for completing the corrective action

7. Supplier staff

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

- be appropriately trained and qualified
- be vetted using Good Industry Practice and the Security Policy
- comply with all conduct requirements when on the Buyer's Premises

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

7.3 If requested, the Supplier must replace any person whose acts or omissions have caused the Supplier to breach Clause 27.

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

7.5 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. Rights and protection

8.1 The Supplier warrants and represents that:

- it has full capacity and authority to enter into and to perform the Contract
- the Contract is executed by its authorised representative

- it is a legally valid and existing organisation incorporated in the place it was formed
- 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
- it maintains all necessary rights, authorisations, licences and consents to perform its obligations under the Contract
- it doesn't have any contractual obligations which are likely to have a material adverse effect on its ability to perform the Contract
- it is not impacted by an Insolvency Event

8.2 The warranties and representations in Clauses 2.6 and 8.1 are repeated each time the Supplier provides Deliverables under the Contract.

8.3 The Supplier indemnifies the Buyer against each of the following:

- wilful misconduct of the Supplier, Subcontractor and Supplier Staff that impacts the Contract
- non-payment by the Supplier of any tax or National Insurance

8.4 All claims indemnified under this Contract must use Clause 26.

8.5 The Buyer can terminate the Contract for breach of any warranty or indemnity where they are entitled to do so.

8.6 If the Supplier becomes aware of a representation or warranty that becomes untrue or misleading, it must immediately notify the Buyer.

8.7 All third party warranties and indemnities covering the Deliverables must be assigned for the Buyer's benefit by the Supplier.

9. Intellectual Property Rights (IPRs)

9.1 All intellectual property rights in any materials provided by the Buyer to the Supplier for the purposes of this Agreement shall remain the property of the Buyer but the Buyer hereby grants the Supplier a royalty-free, non-exclusive and non-transferable licence to use such materials as required until termination or expiry of the Agreement for the sole purpose of enabling the Supplier to perform its obligations under the Agreement.

9.2 All intellectual property rights in any materials created or developed by the Supplier pursuant to the Agreement or arising as a result of the provision of the Services shall vest in the Supplier. If, and to the extent, that any intellectual property rights in such

materials vest in the Buyer by operation of law, the Buyer hereby assigns to the Supplier by way of a present assignment of future rights that shall take place immediately on the coming into existence of any such intellectual property rights all its intellectual property rights in such materials (with full title guarantee and free from all third party rights).

9.3 The Supplier hereby grants the Buyer:

- 9.3.1 a perpetual, royalty-free, irrevocable, non-exclusive licence (with a right to sub-license) to use all intellectual property rights in the materials created or developed pursuant to the Agreement and any intellectual property rights arising as a result of the provision of the Services; and
- 9.3.2 a perpetual, royalty-free, irrevocable and non-exclusive licence (with a right to sub-license) to use:
 - a) any intellectual property rights vested in or licensed to the Supplier on the date of the Agreement; and
 - b) any intellectual property rights created during the Term but which are neither created or developed pursuant to the Agreement nor arise as a result of the provision of the Services,

including any modifications to or derivative versions of any such intellectual property rights, which the Buyer reasonably requires in order to exercise its rights and take the benefit of the Agreement including the Services provided.

9.4 The Supplier shall indemnify, and keep indemnified, the Buyer in full against all costs, expenses, damages and losses (whether direct or indirect), including any interest, penalties, and reasonable legal and other professional fees awarded against or incurred or paid by the Buyer as a result of or in connection with any claim 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 Services, to the extent that the claim is attributable to the acts or omission of the Supplier or any Staff.

10. Ending the contract

10.1 The Contract takes effect on the Start Date and ends on the End Date or earlier if required by Law.

10.2 The Buyer can extend the Contract for the Extension Period by giving the Supplier no less than 3 Months' written notice before the Contract expires.

10.3 Ending the contract without a reason

10.3.1 The Buyer has the right to terminate the Contract at any time without reason or liability by giving the Supplier at least 90 days' notice and if it's terminated Clause 10.5.2

to 10.5.7 applies.

10.4 When the Buyer can end the Contract

10.4.1 If any of the following events happen, the Buyer has the right to immediately terminate the Contract by issuing a Termination Notice to the Supplier:

- there's a Supplier Insolvency Event
- there's a Default that is not corrected in line with an accepted Rectification Plan
- the Buyer rejects a Rectification Plan or the Supplier does not provide it within 10 days of the request
- there's any material Default of the Contract
- there's any material Default of any Joint Controller Agreement relating to the Contract
- there's a Default of Clauses 2.6, 9, 14, 15, 27, 32 or Schedule 19 (Cyber Essentials) (where applicable) relating to the Contract
- there's a consistent repeated failure to meet the Service Levels in Schedule 10 (Service Levels)
- there's a Change of Control of the Supplier which isn't pre-approved by the Buyer in writing
- there's a Variation to the Contract which cannot be agreed using Clause 24 (Changing the contract) or resolved using Clause 34 (Resolving disputes)
- 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
- 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
- the Supplier or its Affiliates embarrass or bring the Buyer into disrepute or diminish the public trust in them

10.4.2 If there is a Default, the Buyer can, without limiting its other rights, request that the Supplier provide a Rectification Plan.

10.4.3 When the Buyer receives a requested Rectification Plan it can either:

- reject the Rectification Plan or revised Rectification Plan, giving reasons
- accept the Rectification Plan or revised Rectification Plan (without limiting its rights) and the Supplier must immediately start work on the actions in the Rectification Plan at its own cost, unless agreed otherwise by the Parties

10.4.4 Where the Rectification Plan or revised Rectification Plan is rejected, the Buyer:

- must give reasonable grounds for its decision
- may request that the Supplier provides a revised Rectification Plan within 5 Working Days

10.4.5 If any of the events in 73 (1) (a) to (c) of the Regulations happen, the Buyer has the right to immediately terminate the Contract and Clause 10.5.2 to 10.5.7 applies.

10.5 What happens if the contract ends

Where the Buyer terminates the Contract under Clause 10.4.1 all of the following apply:

10.5.1 The Supplier is responsible for the Buyer's reasonable costs of procuring Replacement Deliverables for the rest of the Contract Period.

10.5.2 The Buyer's payment obligations under the terminated Contract stop immediately.

10.5.3 Accumulated rights of the Parties are not affected.

10.5.4 The Supplier must promptly delete or return the Government Data except where required to retain copies by law.

10.5.5 The Supplier must promptly return any of the Buyer's property provided under the terminated Contract.

10.5.6 The Supplier must, at no cost to the Buyer, co-operate fully in the handover and re-procurement (including to a Replacement Supplier).

10.5.7 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 and Schedules which are expressly or by implication intended to continue.

10.6 When the Supplier can end the contract

10.6.1 The Supplier can issue a Reminder Notice if the Buyer does not pay an undisputed invoice on time. The Supplier can terminate the Contract if the Buyer fails to

pay an undisputed invoiced sum due and worth over 10% of the total Contract Value within 30 days of the date of the Reminder Notice.

10.6.2 If a Supplier terminates the Contract under Clause 10.6.1:

- the Buyer must promptly pay all outstanding Charges incurred to the Supplier
- 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
- Clauses 10.5.4 to 10.5.7 apply

10.7 When subcontracts can be ended

At the Buyer's request, the Supplier must terminate any Subcontracts in any of the following events:

- there is a Change of Control of a Subcontractor which isn't pre-approved by the Buyer in writing
- the acts or omissions of the Subcontractor have caused or materially contributed to a right of termination under Clause 10.4
- a Subcontractor or its Affiliates embarrasses or brings into disrepute or diminishes the public trust in the Buyer

10.8 Partially ending and suspending the contract

10.8.1 Where the Buyer has the right to terminate the Contract it can terminate or suspend (for any period), all or part of it. If the Buyer suspends the Contract it can provide the Deliverables itself or buy them from a third party.

10.8.2 The Buyer can only partially terminate or suspend the Contract if the remaining parts of that Contract can still be used to effectively deliver the intended purpose.

10.8.3 The Parties must agree any necessary Variation required by Clause 10.8 using the Variation Procedure, but the Supplier may not either:

- reject the Variation
- increase the Charges, except where the right to partial termination is under Clause 10.3

10.8.4 The Buyer can still use other rights available, or subsequently available to it if it acts on its rights under Clause 10.8.

11. How much you can be held responsible for

11.1 Each Party's total aggregate liability in each Contract Year under the Contract (whether in tort, contract or otherwise) is no more than the greater of £5 million or 150% of the Estimated Yearly Charges unless specified in the Award Form.

11.2 No Party is liable to the other for:

- any indirect Losses
- Loss of profits, turnover, savings, business opportunities or damage to goodwill (in each case whether direct or indirect)

11.3 In spite of Clause 11.1, neither Party limits or excludes any of the following:

- its liability for death or personal injury caused by its negligence, or that of its employees, agents or Subcontractors
- its liability for bribery or fraud or fraudulent misrepresentation by it or its employees
- any liability that cannot be excluded or limited by Law

11.4 In spite of Clause 11.1, the Supplier does not limit or exclude its liability for any indemnity given under Clauses 7.5, 8.3, 9.5, 12.2 or 14.8 or Schedule 7 (Staff Transfer) of the Contract.

11.5 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.

11.6 When calculating the Supplier's liability under Clause 11.1 the following items will not be taken into consideration:

- Deductions
- any items specified in Clause 11.4

11.7 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.

12. Obeying the law

12.1 The Supplier must use reasonable endeavours to comply with the provisions of Schedule 26 (Corporate Social Responsibility).

12.2 The Supplier indemnifies the Buyer against any costs resulting from any Default by the Supplier relating to any applicable Law.

12.3 The Supplier must appoint a Compliance Officer who must be responsible for ensuring that the Supplier complies with Law, Clause 12.1 and Clauses 27 to 32.

13. Insurance

The Supplier must, at its own cost, obtain and maintain the Required Insurances in Schedule 22 (Insurance Requirements).

14. Data protection

14.1 The Supplier must process Personal Data and ensure that Supplier Staff process Personal Data only in accordance with Schedule 20 (Processing Data).

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

14.3 The Supplier must make accessible back-ups of all Government Data, stored in an agreed off-site location and send the Buyer copies every 6 Months.

14.4 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 Policy and any applicable Security Management Plan.

14.5 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.

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

- tell the Supplier to restore or get restored Government Data as soon as practical but no later than 5 Working Days from the date that the Buyer receives notice, or the Supplier finds out about the issue, whichever is earlier
- restore the Government Data itself or using a third party

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

14.8 The Supplier:

- must provide the Buyer with all Government Data in an agreed open format within 10 Working Days of a written request
- must have documented processes to guarantee prompt availability of Government Data if the Supplier stops trading
- must securely destroy all Storage Media that has held Government Data at the end of life of that media using Good Industry Practice
- 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
- 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:

- keep all Confidential Information it receives confidential and secure
- 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
- 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:

- 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
- if the Recipient Party already had the information without obligation of confidentiality before it was disclosed by the Disclosing Party
- if the information was given to it by a third party without obligation of confidentiality
- if the information was in the public domain at the time of the disclosure

- if the information was independently developed without access to the Disclosing Party's Confidential Information
- to its auditors or for the purposes of regulatory requirements
- on a confidential basis, to its professional advisers on a need-to-know basis
- 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:

- on a confidential basis to the employees, agents, consultants and contractors of the Buyer
- 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
- if the Buyer (acting reasonably) considers disclosure necessary or appropriate to carry out its public functions
- where requested by Parliament
- under Clauses 4.7 and 16

15.5 For the purposes of Clauses 15.2 to 15.4 references to disclosure on a confidential basis means disclosure under a confidentiality agreement or arrangement including terms as strict as those required in Clause 15.

15.6 Transparency Information and any 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 Contracts or any part of them 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:

- publish the Transparency Information
- comply with any Freedom of Information Act (FOIA) request
- 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 the 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:

- provides a Force Majeure Notice to the other Party
- uses all reasonable measures practical to reduce the impact of the Force Majeure Event

20.2 Either party can partially or fully terminate the affected 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:

- each party must cover its own Losses
- Clause 10.5.2 to 10.5.7 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:

- their name
- the scope of their appointment
- 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

24.2 The Supplier must provide an Impact Assessment either:

- with the Variation Form, where the Supplier requests the Variation
- within the time limits included in a Variation Form requested by the Buyer

24.3 If the Variation to the Contract cannot be agreed or resolved by the Parties, the Buyer can either:

- agree that the Contract continues without the Variation
- terminate the affected Contract, unless the Supplier has already provided part or all of the provision of the Deliverables, or where the Supplier can show evidence of substantial work being carried out to provide them
- refer the Dispute to be resolved using Clause 34 (Resolving Disputes)

24.4 The Buyer is not required to accept a Variation request made by the Supplier.

24.5 If there is a General Change in Law, the Supplier must bear the risk of the change and is not entitled to ask for an increase to the Charges.

24.6 If there is a Specific Change in Law or one is likely to happen during the Contract Period the Supplier must give the Buyer notice of the likely effects of the changes as soon as reasonably practical. They must also say if they think any Variation is needed either to the Deliverables, the Charges or the Contract and provide evidence:

- that the Supplier has kept costs as low as possible, including in Subcontractor costs
- of how it has affected the Supplier's costs

24.7 Any change in the Charges or relief from the Supplier's obligations because of a Specific Change in Law must be implemented using Clauses 24.1 to 24.4.

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 must be sent to the Buyer Authorised Representative's address or email address in the Award 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. Dealing with claims

26.1 If a Beneficiary is notified of a Claim then it must notify the Indemnifier as soon as reasonably practical and no later than 10 Working Days.

26.2 At the Indemnifier's cost the Beneficiary must both:

- allow the Indemnifier to conduct all negotiations and proceedings to do with a Claim
- give the Indemnifier reasonable assistance with the claim if requested

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

26.4 The Indemnifier must consider and defend the Claim diligently using competent legal advisors and in a way that doesn't damage the Beneficiary's reputation.

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

26.6 Each Beneficiary must take all reasonable steps to minimise and mitigate any losses that it suffers because of the Claim.

26.7 If the Indemnifier pays the Beneficiary money under an indemnity and the Beneficiary later recovers money which is directly related to the Claim, the Beneficiary must immediately repay the Indemnifier the lesser of either:

- the sum recovered minus any legitimate amount spent by the Beneficiary when recovering this money
- the amount the Indemnifier paid the Beneficiary for the Claim

27. Preventing fraud, bribery and corruption

27.1 The Supplier must not during any Contract Period:

- commit a Prohibited Act or any other criminal offence in the Regulations 57(1) and 57(2)

- do or allow anything which would cause the Buyer, including any of their employees, consultants, contractors, Subcontractors or agents to breach any of the Relevant Requirements or incur any liability under them

27.2 The Supplier must during the Contract Period:

- create, maintain and enforce adequate policies and procedures to ensure it complies with the Relevant Requirements to prevent a Prohibited Act and require its Subcontractors to do the same
- keep full records to show it has complied with its obligations under Clause 27 and give copies to the Buyer on request
- if required by the Buyer, within 20 Working Days of the Start Date of the Contract, and then annually, certify in writing to the Buyer, that they have complied with Clause 27, including compliance of Supplier Staff, and provide reasonable supporting evidence of this on request, including its policies and procedures

27.3 The Supplier must immediately notify the Buyer if it becomes aware of any breach of Clauses 27.1 or 27.2 or has any reason to think that it, or any of the Supplier Staff, has either:

- been investigated or prosecuted for an alleged Prohibited Act
- been debarred, suspended, proposed for suspension or debarment, or is otherwise ineligible to take part in procurement programmes or contracts because of a Prohibited Act by any government department or agency
- received a request or demand for any undue financial or other advantage of any kind related to the Contract
- suspected that any person or Party directly or indirectly related to the Contract has committed or attempted to commit a Prohibited Act

27.4 If the Supplier notifies the Buyer as required by Clause 27.3, the Supplier must respond promptly to their further enquiries, co-operate with any investigation and allow the Audit of any books, records and relevant documentation.

27.5 In any notice the Supplier gives under Clause 27.4 it must specify the:

- Prohibited Act
- identity of the Party who it thinks has committed the Prohibited Act
- action it has decided to take

28. Equality, diversity and human rights

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

- protections against discrimination on the grounds of race, sex, gender reassignment, religion or belief, disability, sexual orientation, pregnancy, maternity, age or otherwise
- any other requirements and instructions which the Buyer reasonably imposes related to equality Law

28.2 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.

29. Health and safety

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

- all applicable Law regarding health and safety
- the Buyer's current health and safety policy while at the Buyer's Premises, as provided to the Supplier

29.2 The Supplier 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.

30. Environment

30.1 When working on Site the Supplier must perform its obligations under the Buyer's current Environmental Policy, which the Buyer must provide.

30.2 The Supplier must ensure that Supplier Staff are aware of the Buyer's Environmental Policy.

31. Tax

31.1 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.

31.2 Where the Charges payable under the Contract are or are likely to exceed £5 million at any point during the relevant Contract Period, and an Occasion of Tax Non-Compliance occurs, the Supplier must notify the Buyer of it within 5 Working Days including:

- the steps that the Supplier is taking to address the Occasion of Tax Non-Compliance and any mitigating factors that it considers relevant
- other information relating to the Occasion of Tax Non-Compliance that the Buyer may reasonably need

31.3 Where the Supplier or any Supplier Staff are liable to be taxed or to pay National Insurance contributions in the UK relating to payment received under the Contract, the Supplier must both:

- 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
- 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

31.4 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:

- the Buyer may, at any time during the Contract Period, request that the Worker provides information which demonstrates they comply with Clause 31.3, or why those requirements do not apply, the Buyer can specify the information the Worker must provide and the deadline for responding
- 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
- 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 31.3 or confirms that the Worker is not complying with those requirements
- the Buyer may supply any information they receive from the Worker to HMRC for revenue collection and management

32. Conflict of interest

32.1 The Supplier must take action to ensure that the Supplier Staff directly involved in carrying out the Services are not placed in the position of an actual or potential Conflict of Interest.

32.2 The Supplier must promptly notify and provide details to the Buyer if a Conflict of Interest happens or is expected to happen.

32.3 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.

33. Reporting a breach of the contract

33.1 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 12.1
- Clauses 27 to 32

33.2 The Supplier must not retaliate against any of the Supplier Staff who in good faith reports a breach listed in Clause 33.1 to the Buyer or a Prescribed Person.

34. Resolving disputes

34.1 If there is a Dispute, the senior representatives of the Parties 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.

34.2 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 34.3 to 34.5.

34.3 Unless the Buyer refers the Dispute to arbitration using Clause 34.4, the Parties irrevocably agree that the courts of England and Wales have the exclusive jurisdiction to:

- determine the Dispute

- grant interim remedies
- grant any other provisional or protective relief

34.4 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.

34.5 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 34.3, 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 34.4.

34.6 The Supplier cannot suspend the performance of the Contract during any Dispute.

35. Which law applies

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

36. Commercialisation

Any exploiting of the Project deliverables for commercial purposes by the Supplier shall be subject to discussion with and agreement by the Buyer.

Schedule 1 (Definitions)

- 1.1 In the Contract, unless the context otherwise requires, capitalised expressions shall have the meanings set out in this Schedule 1 (Definitions) or the relevant Schedule in which that capitalised expression appears.
- 1.2 If a capitalised expression does not have an interpretation in this Schedule or any other Schedule, it shall, in the first instance, be interpreted in accordance with the common interpretation within the relevant market sector/industry where appropriate. Otherwise, it shall be interpreted in accordance with the dictionary meaning.
- 1.3 In the Contract, unless the context otherwise requires:
 - 1.3.1 the singular includes the plural and vice versa;
 - 1.3.2 reference to a gender includes the other gender and the neuter;
 - 1.3.3 references to a person include an individual, company, body corporate, corporation, unincorporated association, firm, partnership or other legal entity or Crown Body;
 - 1.3.4 a reference to any Law includes a reference to that Law as amended, extended, consolidated or re-enacted from time to time;
 - 1.3.5 the words "including", "other", "in particular", "for example" and similar words shall not limit the generality of the preceding words and shall be construed as if they were immediately followed by the words "without limitation";
 - 1.3.6 references to "writing" include typing, printing, lithography, photography, display on a screen, electronic and facsimile transmission and other modes of representing or reproducing words in a visible form, and expressions referring to writing shall be construed accordingly;
 - 1.3.7 references to "representations" shall be construed as references to present facts, to "warranties" as references to present and future facts and to "undertakings" as references to obligations under the Contract;
 - 1.3.8 references to "Clauses" and "Schedules" are, unless otherwise provided, references to the clauses and schedules of the Core Terms and references in any Schedule to parts, paragraphs, annexes and tables are, unless otherwise provided, references to the parts, paragraphs, annexes and tables of the Schedule in which these references appear;
 - 1.3.9 references to "Paragraphs" are, unless otherwise provided, references to the paragraph of the appropriate Schedules unless otherwise provided; and

1.3.10 references to a series of Clauses or Paragraphs shall be inclusive of the clause numbers specified.

1.3.11 the headings in the Contract are for ease of reference only and shall not affect the interpretation or construction of the Contract; and

1.3.12 where the Buyer is a Crown Body it shall be treated as contracting with the Crown as a whole.

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

"Achieve"	in respect of a Test, to successfully pass such Test without any Test Issues and in respect of a Milestone, the issue of a Satisfaction Certificate in respect of that Milestone and " Achieved ", " Achieving " and " Achievement " shall be construed accordingly;
"Affected Party"	the party seeking to claim relief in respect of a Force Majeure Event;
"Affiliates"	in relation to a body corporate, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control of that body corporate from time to time;
"Annex"	extra information which supports a Schedule;
"Approval"	the prior written consent of the Buyer and " Approve " and " Approved " shall be construed accordingly;
"Audit"	<p>the Buyer's right to:</p> <ul style="list-style-type: none">a) verify the accuracy of the Charges and any other amounts payable by the Buyer under a Contract (including proposed or actual variations to them in accordance with the Contract);b) verify the costs of the Supplier (including the costs of all Subcontractors and any third party suppliers) in connection with the provision of the Services;c) verify the Open Book Data;d) verify the Supplier's and each Subcontractor's compliance with the applicable Law;e) identify or investigate actual or suspected breach of Clauses 27 to 33 and/or Schedule 26 (Corporate Social Responsibility), impropriety or accounting mistakes or any breach or threatened breach of security and in these circumstances the Buyer shall have no obligation to inform the Supplier of the purpose or objective of its investigations;f) identify or investigate any circumstances which may impact upon the financial stability of the Supplier, any Guarantor, and/or any Subcontractors or their ability to provide the Deliverables;

	<p>g) obtain such information as is necessary to fulfil the Buyer's obligations to supply information for parliamentary, ministerial, judicial or administrative purposes including the supply of information to the Comptroller and Auditor General;</p> <p>h) review any books of account and the internal contract management accounts kept by the Supplier in connection with the Contract;</p> <p>i) carry out the Buyer's internal and statutory audits and to prepare, examine and/or certify the Buyer's annual and interim reports and accounts;</p> <p>j) enable the National Audit Office to carry out an examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Buyer has used its resources.</p> <p>a)</p>
"Auditor"	<p>a) the Buyer's internal and external auditors;</p> <p>b) the Buyer's statutory or regulatory auditors;</p> <p>c) the Comptroller and Auditor General, their staff and/or any appointed representatives of the National Audit Office;</p> <p>d) HM Treasury or the Cabinet Office;</p> <p>e) any party formally appointed by the Buyer to carry out audit or similar review functions; and</p> <p>f) successors or assigns of any of the above;</p>
"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;
"BACS"	the Bankers' Automated Clearing Services, which is a scheme for the electronic processing of financial transactions within the United Kingdom;
"Beneficiary"	a Party having (or claiming to have) the benefit of an indemnity under this Contract;
"Buyer Assets"	the Buyer's infrastructure, data, software, materials, assets, equipment or other property owned by and/or licensed or leased to the Buyer and which is or may be used in connection with the provision of the Deliverables which remain the property of the Buyer throughout the term of the Contract;
"Buyer Authorised Representative"	the representative appointed by the Buyer from time to time in relation to the Contract initially identified in the Award Form;

"Buyer Premises"	premises owned, controlled or occupied by the Buyer which are made available for use by the Supplier or its Subcontractors for the provision of the Deliverables (or any of them);
"Contract"	the contract between the Buyer and the Supplier, which consists of the terms set out and referred to in the Award Form;
"Contract Period"	the Contract Period in respect of the Contract;
"Central Government Body"	<p>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:</p> <ul style="list-style-type: none"> a) Government Department; b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal); c) Non-Ministerial Department; or d) Executive Agency;
"Change in Law"	any change in Law which impacts on the supply of the Deliverables and performance of the Contract which comes into force after the Start Date;
"Change of Control"	a change of control within the meaning of Section 450 of the Corporation Tax Act 2010;
"Charges"	b) the prices (exclusive of any applicable VAT), payable to the Supplier by the Buyer under the Contract, as set out in the Award Form, for the full and proper performance by the Supplier of its obligations under the Contract less any Deductions;
"Claim"	any claim which it appears that a Beneficiary is, or may become, entitled to indemnification under this Contract;
"Commercially Sensitive Information"	the Confidential Information listed in the Award Form (if any) comprising of commercially sensitive information relating to the Supplier, its IPR or its business or which the Supplier has indicated to the Buyer that, if disclosed by the Buyer, would cause the Supplier significant commercial disadvantage or material financial loss;
"Comparable Supply"	the supply of Deliverables to another Buyer of the Supplier that are the same or similar to the Deliverables;
"Compliance Officer"	the person(s) appointed by the Supplier who is responsible for ensuring that the Supplier complies with its legal obligations;
"Confidential Information"	means any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, Know-How, personnel and suppliers of the Buyer or the Supplier, including IPRs, together with information derived from the above, and any other information clearly designated as being confidential (whether or not

	it is marked as " confidential ") or which ought reasonably to be considered to be confidential;
" Conflict of Interest "	a conflict between the financial or personal duties of the Supplier or the Supplier Staff and the duties owed to the Buyer under the Contract, in the reasonable opinion of the Buyer;
" Contract "	c) the contract to be entered into between the Buyer and the Supplier for the provision of the Deliverables;
" Contracts Finder "	the Government's publishing portal for public sector procurement opportunities and contract data;
" Contract Period "	the term of the Contract from the earlier of the: a) applicable Start Date; or b) the Effective Date until the applicable End Date;
" Contract Value "	the higher of the actual or expected total Charges paid or payable under the Contract where all obligations are met by the Supplier;
" Contract Year "	a consecutive period of twelve (12) Months commencing on the Start Date or each anniversary thereof;
" Control "	control in either of the senses defined in sections 450 and 1124 of the Corporation Tax Act 2010 and " Controlled " shall be construed accordingly;
" Controller "	has the meaning given to it in the GDPR;
" Core Terms "	d) the Buyer's standard terms and conditions for common goods and services which comprise one part of the Contract the full title of which is Core Terms – Mid-tier version 1.0;
" Costs "	the following costs (without double recovery) to the extent that they are reasonably and properly incurred by the Supplier in providing the Deliverables: a) the cost to the Supplier or the Key Subcontractor (as the context requires), calculated per Work Day, of engaging the Supplier Staff, including: i) base salary paid to the Supplier Staff; ii) employer's National Insurance contributions; iii) pension contributions; iv) car allowances; v) any other contractual employment benefits; vi) staff training; vii) work place accommodation;

	<p>viii) work place IT equipment and tools reasonably necessary to provide the Deliverables (but not including items included within limb (b) below); and</p> <p>ix) reasonable recruitment costs, as agreed with the Buyer;</p> <p>b) costs incurred in respect of Supplier Assets which would be treated as capital costs according to generally accepted accounting principles within the UK, which shall include the cost to be charged in respect of Supplier Assets by the Supplier to the Buyer or (to the extent that risk and title in any Supplier Asset is not held by the Supplier) any cost actually incurred by the Supplier in respect of those Supplier Assets;</p> <p>c) operational costs which are not included within (a) or (b) above, to the extent that such costs are necessary and properly incurred by the Supplier in the provision of the Deliverables; and</p> <p>d) Reimbursable Expenses to the extent these have been specified as allowable in the Award Form and are incurred in delivering any Deliverables;</p> <p>but excluding:</p> <p>a) Overhead;</p> <p>b) financing or similar costs;</p> <p>c) maintenance and support costs to the extent that these relate to maintenance and/or support Deliverables provided beyond the Contract Period whether in relation to Supplier Assets or otherwise;</p> <p>d) taxation;</p> <p>e) fines and penalties;</p> <p>f) amounts payable under Schedule 12 (Benchmarking) where such Schedule is used; and</p> <p>g) non-cash items (including depreciation, amortisation, impairments and movements in provisions);</p>
"Crown Body"	the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Government and the National Assembly for Wales), including, but not limited to, government ministers and government departments and particular bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;
"CRTPA"	the Contract Rights of Third Parties Act 1999;
"Data Protection Impact Assessment"	an assessment by the Controller of the impact of the envisaged Processing on the protection of Personal Data;

"Data Protection Legislation"	(i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the DPA 2018 to the extent that it relates to Processing of personal data and privacy; (iii) all applicable Law about the Processing of personal data and privacy;
"Data Protection Officer"	has the meaning given to it in the GDPR;
"Data Subject"	has the meaning given to it in the GDPR
"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;
"Deductions"	all Service Credits, Delay Payments (if applicable), or any other deduction which the Buyer is paid or is payable to the Buyer under the Contract;
"Default"	any breach of the obligations of the Supplier (including abandonment of the Contract in breach of its terms) or any other default (including material default), act, omission, negligence or statement of the Supplier, of its Subcontractors or any Supplier Staff howsoever arising in connection with or in relation to the subject-matter of the Contract and in respect of which the Supplier is liable to the Buyer;
"Delay Payments"	the amounts (if any) payable by the Supplier to the Buyer in respect of a delay in respect of a Milestone as specified in the Implementation Plan;
"Deliverables"	Goods and/or Services that may be ordered under the Contract including the Documentation;
"Delivery"	delivery of the relevant Deliverable or Milestone in accordance with the terms of the Contract as confirmed and accepted by the Buyer by the either (a) confirmation in writing to the Supplier; or (b) where Schedule 8 (Implementation Plan and Testing) is used issue by the Buyer of a Satisfaction Certificate. " Deliver " and " Delivered " shall be construed accordingly;
"Disaster"	the occurrence of one or more events which, either separately or cumulatively, mean that the Deliverables, or a material part thereof will be unavailable (or could reasonably be anticipated to be unavailable) for the period specified in the Award Form (for the purposes of this definition the " Disaster Period ");
"Disclosing Party"	the Party directly or indirectly providing Confidential Information to the other Party in accordance with Clause 15 (What you must keep confidential);

"Dispute"	any claim, dispute or difference arises out of or in connection with the Contract or in connection with the negotiation, existence, legal validity, enforceability or termination of the Contract, whether the alleged liability shall arise under English law or under the law of some other country and regardless of whether a particular cause of action may successfully be brought in the English courts;
"Dispute Resolution Procedure"	the dispute resolution procedure set out in Clause 34 (Resolving disputes);
"Documentation"	<p>descriptions of the Services and Service Levels, technical specifications, user manuals, training manuals, operating manuals, process definitions and procedures, system environment descriptions and all such other documentation (whether in hardcopy or electronic form) is required to be supplied by the Supplier to the Buyer under the Contract as:</p> <ul style="list-style-type: none"> a) would reasonably be required by a competent third party capable of Good Industry Practice contracted by the Buyer to develop, configure, build, deploy, run, maintain, upgrade and test the individual systems that provide the Deliverables b) is required by the Supplier in order to provide the Deliverables; and/or c) has been or shall be generated for the purpose of providing the Deliverables;
"DOTAS"	the Disclosure of Tax Avoidance Schemes rules which require a promoter of tax schemes to tell HMRC of any specified notifiable arrangements or proposals and to provide prescribed information on those arrangements or proposals within set time limits as contained in Part 7 of the Finance Act 2004 and in secondary legislation made under vires contained in Part 7 of the Finance Act 2004 and as extended to National Insurance Contributions;
"Due Diligence Information"	any information supplied to the Supplier by or on behalf of the Buyer prior to the Start Date;
"Effective Date"	the date on which the final Party has signed the Contract;
"EIR"	the Environmental Information Regulations 2004;
"Employment Regulations"	the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) as amended or replaced or any other Regulations implementing the European Council Directive 77/187/EEC;
"End Date"	<p>the earlier of:</p> <ul style="list-style-type: none"> a) the Expiry Date (as extended by any Extension Period exercised by the Buyer under Clause 10.2); or

	b) if the Contract is terminated before the date specified in (a) above, the date of termination of the Contract;
"Environmental Policy"	to conserve energy, water, wood, paper and other resources, reduce waste and phase out the use of ozone depleting substances and minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment, including any written environmental policy of the Buyer;
"Estimated Year 1 Charges"	the anticipated total Charges payable by the Buyer in the first Contract Year specified in the Award Form;
"Estimated Yearly Charges"	means for the purposes of calculating each Party's annual liability under clause 11.2 : i) in the first Contract Year, the Estimated Year 1 Charges; or ii) in any subsequent Contract Years, the Charges paid or payable in the previous Contract Year; or e) f) iii) after the end of the Contract, the Charges paid or payable in the last Contract Year during the Contract Period; g)
"Equality and Human Rights Commission"	the UK Government body named as such as may be renamed or replaced by an equivalent body from time to time;
"Existing IPR"	any and all IPR that are owned by or licensed to either Party and which are or have been developed independently of the Contract (whether prior to the Start Date or otherwise);
"Expiry Date"	the date of the end of the Contract as stated in the Award Form;
"Extension Period"	such period or periods beyond which the Initial Period may be extended up to a maximum of the number of years in total specified in the Award Form;
"FOIA"	the Freedom of Information Act 2000 and any subordinate legislation made under that Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation;
"Force Majeure Event"	any event, circumstance, matter or cause affecting the performance by either the Buyer or the Supplier of its obligations arising from: h) acts, events, omissions, happenings or non-happenings beyond the reasonable control of the Affected Party which prevent or

	<p>materially delay the Affected Party from performing its obligations under a Contract;</p> <ul style="list-style-type: none"> a) riots, civil commotion, war or armed conflict, acts of terrorism, nuclear, biological or chemical warfare; b) acts of a Crown Body, local government or regulatory bodies; c) fire, flood or any disaster; or d) an industrial dispute affecting a third party for which a substitute third party is not reasonably available but excluding: <ul style="list-style-type: none"> 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;
"Force Majeure Notice"	a written notice served by the Affected Party on the other Party stating that the Affected Party believes that there is a Force Majeure Event;
"Award Form"	the document outlining the Incorporated Terms and crucial information required for the Contract, to be executed by the Supplier and the Buyer;
" Incorporated Terms"	the contractual terms applicable to the Contract specified in the Award Form;
" Special Terms"	any additional terms and conditions specified in the Award Form incorporated into the Contract;
" Tender Response"	the tender submitted by the Supplier to the Buyer and annexed to or referred to in Schedule 4 (Tender);
"GDPR"	the General Data Protection Regulation (Regulation (EU) 2016/679)
"General Anti-Abuse Rule"	<ul style="list-style-type: none"> a) the legislation in Part 5 of the Finance Act 2013 and; and b) any future legislation introduced into parliament to counteract tax advantages arising from abusive arrangements to avoid National Insurance contributions;
"General Change in Law"	a Change in Law where the change is of a general legislative nature (including taxation or duties of any sort affecting the Supplier) or which affects or relates to a Comparable Supply;
"Goods"	goods made available by the Supplier as specified in Schedule 2 (Specification) and in relation to a Contract as specified in the Award Form;
"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"	the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Government and the National Assembly for Wales), including government ministers and government departments and other bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;
"Government Data"	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: <ul style="list-style-type: none"> 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;
"Government Procurement Card"	the Government's preferred method of purchasing and payment for low value goods or services https://www.gov.uk/government/publications/government-procurement-card--2 ;
"Guarantor"	the person (if any) who has entered into a guarantee in the form set out in Schedule 23 (Guarantee) in relation to this Contract;
"Halifax Abuse Principle"	the principle explained in the CJEU Case C-255/02 Halifax and others;
"HMRC"	Her Majesty's Revenue and Customs;
"ICT Policy"	the Buyer's policy in respect of information and communications technology, referred to in the Award Form, which is in force as at the Start Date (a copy of which has been supplied to the Supplier), as updated from time to time in accordance with the Variation Procedure;
"Impact Assessment"	an assessment of the impact of a Variation request by the Buyer completed in good faith, including: <ul style="list-style-type: none"> a) details of the impact of the proposed Variation on the Deliverables and the Supplier's ability to meet its other obligations under the Contract; b) details of the cost of implementing the proposed Variation; c) details of the ongoing costs required by the proposed Variation when implemented, including any increase or decrease in the Charges (as applicable), any alteration in the resources and/or expenditure required by either Party and any alteration to the working practices of either Party;

	<p>d) a timetable for the implementation, together with any proposals for the testing of the Variation; and</p> <p>e) such other information as the Buyer may reasonably request in (or in response to) the Variation request;</p>
"Implementation Plan"	the plan for provision of the Deliverables set out in Schedule 8 (Implementation Plan and Testing) where that Schedule is used or otherwise as agreed between the Supplier and the Buyer;
"Indemnifier"	a Party from whom an indemnity is sought under this Contract;
"Independent Control"	where a Controller has provided Personal Data to another Party which is not a Processor or a Joint Controller because the recipient itself determines the purposes and means of Processing but does so separately from the Controller providing it with Personal Data and "Independent Controller" shall be construed accordingly;
"Indexation"	the adjustment of an amount or sum in accordance with the Award Form;
"Information"	has the meaning given under section 84 of the Freedom of Information Act 2000;
"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;
"Initial Period"	the initial term of the Contract specified in the Award Form;
"Insolvency Event"	<p>a) in respect of a person:</p> <p>b) a proposal is made for a voluntary arrangement within Part I of the Insolvency Act 1986 or of any other composition scheme or arrangement with, or assignment for the benefit of, its creditors; or</p> <p>c) a shareholders' meeting is convened for the purpose of considering a resolution that it be wound up or a resolution for its winding-up is passed (other than as part of, and exclusively for the purpose of, a bona fide reconstruction or amalgamation); or</p> <p>d) a petition is presented for its winding up (which is not dismissed within fourteen (14) Working Days of its service) or an application is made for the appointment of a provisional liquidator or a creditors' meeting is convened pursuant to section 98 of the Insolvency Act 1986; or</p> <p>e) a receiver, administrative receiver or similar officer is appointed over the whole or any part of its business or assets; or</p> <p>f) an application order is made either for the appointment of an administrator or for an administration order, an administrator is appointed, or notice of intention to appoint an administrator is given; or</p>

	<p>g) it is or becomes insolvent within the meaning of section 123 of the Insolvency Act 1986; or</p> <p>h) being a "small company" within the meaning of section 382(3) of the Companies Act 2006, a moratorium comes into force pursuant to Schedule A1 of the Insolvency Act 1986; or</p> <p>i) where the person is an individual or partnership, any event analogous to those listed in limbs (a) to (g) (inclusive) occurs in relation to that individual or partnership; or</p> <p>j) any event analogous to those listed in limbs (a) to (h) (inclusive) occurs under the law of any other jurisdiction;</p>
"Installation Works"	all works which the Supplier is to carry out at the beginning of the Contract Period to install the Goods in accordance with the Contract;
"Intellectual Property Rights" or "IPR"	<p>a) copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in internet domain names and website addresses and other rights in trade or business names, goodwill, designs, Know-How, trade secrets and other rights in Confidential Information;</p> <p>b) applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction; and</p> <p>c) all other rights having equivalent or similar effect in any country or jurisdiction;</p>
"Invoicing Address"	the address to which the Supplier shall Invoice the Buyer as specified in the Award Form;
"IPR Claim"	any claim of infringement or alleged infringement (including the defence of such infringement or alleged infringement) of any IPR, used to provide the Deliverables or otherwise provided and/or licensed by the Supplier (or to which the Supplier has provided access) to the Buyer in the fulfilment of its obligations under the Contract;
"IR35"	the off-payroll rules requiring individuals who work through their company pay the same tax and National Insurance contributions as an employee which can be found online at: https://www.gov.uk/guidance/ir35-find-out-if-it-applies ;
"Joint Controller Agreement"	the agreement (if any) entered into between the Buyer and the Supplier substantially in the form set out in Annex 2 of Schedule 20 (<i>Processing Data</i>);
"Joint Controllers"	where two or more Controllers jointly determine the purposes and means of Processing;
"Key Personnel"	the individuals (if any) identified as such in the Award Form;

"Key Sub-Contract"	each Sub-Contract with a Key Subcontractor;
"Key Subcontractor"	<p>any Subcontractor:</p> <p>a) which is relied upon to deliver any work package within the Deliverables in their entirety; and/or</p> <p>b) which, in the opinion of the Buyer performs (or would perform if appointed) a critical role in the provision of all or any part of the Deliverables; and/or</p> <p>c) with a Sub-Contract with the Contract value which at the time of appointment exceeds (or would exceed if appointed) 10% of the aggregate Charges forecast to be payable under the Contract,</p> <p>and the Supplier shall list all such Key Subcontractors in section 29 of the Award Form;</p>
"Know-How"	all ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know-how relating to the Deliverables but excluding know-how already in the other Party's possession before the applicable Start Date;
"Law"	any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the Supplier is bound to comply;
"LED"	i) Law Enforcement Directive (Directive (EU) 2016/680)
"Losses"	all losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise and " Loss " shall be interpreted accordingly;
"Lots"	the number of lots specified in Schedule 2 (Specification), if applicable;
"Marketing Contact"	shall be the person identified in the Award Form;
"Milestone"	an event or task described in the Implementation Plan;
"Milestone Date"	the target date set out against the relevant Milestone in the Implementation Plan by which the Milestone must be Achieved;
"Month"	a calendar month and " Monthly " shall be interpreted accordingly;
"National Insurance"	contributions required by the National Insurance Contributions Regulations 2012 (SI 2012/1868) made under section 132A of the Social Security Administration Act 1992;

"New IPR"	<p>a) IPR in items created by the Supplier (or by a third party on behalf of the Supplier) specifically for the purposes of the Contract and updates and amendments of these items including (but not limited to) database schema; and/or</p> <p>b) IPR in or arising as a result of the performance of the Supplier's obligations under the Contract and all updates and amendments to the same;</p> <p>but shall not include the Supplier's Existing IPR;</p>
"Occasion of Tax Non – Compliance"	<p>where:</p> <p>a) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 which is found on or after 1 April 2013 to be incorrect as a result of:</p> <ul style="list-style-type: none"> i) a Relevant Tax Authority successfully challenging the Supplier under the General Anti-Abuse Rule or the Halifax Abuse Principle or under any tax rules or legislation in any jurisdiction that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle; ii) the failure of an avoidance scheme which the Supplier was involved in, and which was, or should have been, notified to a Relevant Tax Authority under the DOTAS or any equivalent or similar regime in any jurisdiction; and/or <p>b) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 which gives rise, on or after 1 April 2013, to a criminal conviction in any jurisdiction for tax related offences which is not spent at the Start Date or to a civil penalty for fraud or evasion;</p>
"Open Book Data"	<p>complete and accurate financial and non-financial information which is sufficient to enable the Buyer to verify the Charges already paid or payable and Charges forecast to be paid during the remainder of the Contract, including details and all assumptions relating to:</p> <p>a) the Supplier's Costs broken down against each Good and/or Service and/or Deliverable, including actual capital expenditure (including capital replacement costs) and the unit cost and total actual costs of all Deliverables;</p> <p>b) operating expenditure relating to the provision of the Deliverables including an analysis showing:</p> <ul style="list-style-type: none"> i) the unit costs and quantity of Goods and any other consumables and bought-in Deliverables; ii) manpower resources broken down into the number and grade/role of all Supplier Staff (free of any contingency) together with a list of agreed rates against each manpower grade;

	<ul style="list-style-type: none"> iii) a list of Costs underpinning those rates for each manpower grade, being the agreed rate less the Supplier Profit Margin; and iv) Reimbursable Expenses, if allowed under the Award Form; c) Overheads; d) all interest, expenses and any other third party financing costs incurred in relation to the provision of the Deliverables; e) the Supplier Profit achieved over the Contract Period and on an annual basis; f) confirmation that all methods of Cost apportionment and Overhead allocation are consistent with and not more onerous than such methods applied generally by the Supplier; g) an explanation of the type and value of risk and contingencies associated with the provision of the Deliverables, including the amount of money attributed to each risk and/or contingency; and h) the actual Costs profile for each Service Period;
"Overhead"	those amounts which are intended to recover a proportion of the Supplier's or the Key Subcontractor's (as the context requires) indirect corporate costs (including financing, marketing, advertising, research and development and insurance costs and any fines or penalties) but excluding allowable indirect costs apportioned to facilities and administration in the provision of Supplier Staff and accordingly included within limb (a) of the definition of "Costs";
"Parliament"	takes its natural meaning as interpreted within by Law;
"Party"	the Buyer or the Supplier and "Parties" shall mean both of them where the context permits;
"Personal Data"	has the meaning given to it in the GDPR;
"Personal Data Breach"	has the meaning given to it in the GDPR;
"Prescribed Person"	a legal adviser, an MP or an appropriate body which a whistle-blower may make a disclosure to as detailed in 'Whistleblowing: list of prescribed people and bodies', 24 November 2016, available online at: https://www.gov.uk/government/publications/blowing-the-whistle-list-of-prescribed-people-and-bodies--2/whistleblowing-list-of-prescribed-people-and-bodies ;
"Progress Meeting"	a meeting between the Buyer Authorised Representative and the Supplier Authorised Representative;
"Progress Meeting Frequency"	the frequency at which the Supplier shall conduct a Progress Meeting in accordance with Clause 6.1 as specified in the Award Form;

“Progress Report”	a report provided by the Supplier indicating the steps taken to achieve Milestones or delivery dates;
“Progress Report Frequency”	the frequency at which the Supplier shall deliver Progress Reports in accordance with Clause 6.1 as specified in the Award Form;
“Prohibited Acts”	<p>a) to directly or indirectly offer, promise or give any person working for or engaged by the Buyer or any other public body a financial or other advantage to:</p> <ul style="list-style-type: none"> i) induce that person to perform improperly a relevant function or activity; or ii) reward that person for improper performance of a relevant function or activity; <p>b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with the Contract; or</p> <p>c) committing any offence:</p> <ul style="list-style-type: none"> i) under the Bribery Act 2010 (or any legislation repealed or revoked by such Act); or ii) under legislation or common law concerning fraudulent acts; or iii) defrauding, attempting to defraud or conspiring to defraud the Buyer or other public body; or <p>d) any activity, practice or conduct which would constitute one of the offences listed under (c) above if such activity, practice or conduct had been carried out in the UK;</p>
“Protective Measures”	<p>technical and organisational measures which must take account of:</p> <ul style="list-style-type: none"> j) a) the nature of the data to be protected k) b) harm that might result from Data Loss Event; l) c) state of technological development m) d) the cost of implementing any measures <p>including but not limited to pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it;</p>
“Recall”	a request by the Supplier to return Goods to the Supplier or the manufacturer after the discovery of safety issues or defects (including defects in the IPR rights) that might endanger health or hinder performance;

"Recipient Party"	the Party which receives or obtains directly or indirectly Confidential Information;
"Rectification Plan"	<p>the Supplier's plan (or revised plan) to rectify it's breach using the template in Schedule 25 (Rectification Plan Template) which shall include:</p> <ul style="list-style-type: none"> a) full details of the Default that has occurred, including a root cause analysis; b) the actual or anticipated effect of the Default; and c) the steps which the Supplier proposes to take to rectify the Default (if applicable) and to prevent such Default from recurring, including timescales for such steps and for the rectification of the Default (where applicable);
"Rectification Plan Process"	the process set out in Clause 10.4.2 to 10.4.4 (Rectification Plan Process);
"Regulations"	the Public Contracts Regulations 2015 and/or the Public Contracts (Scotland) Regulations 2015 (as the context requires);
"Reimbursable Expenses"	<p>the reasonable out of pocket travel and subsistence (for example, hotel and food) expenses, properly and necessarily incurred in the performance of the Services, calculated at the rates and in accordance with the Buyer's expenses policy current from time to time, but not including:</p> <ul style="list-style-type: none"> a) travel expenses incurred as a result of Supplier Staff travelling to and from their usual place of work, or to and from the premises at which the Services are principally to be performed, unless the Buyer otherwise agrees in advance in writing; and b) subsistence expenses incurred by Supplier Staff whilst performing the Services at their usual place of work, or to and from the premises at which the Services are principally to be performed;
"the Buyer's Confidential Information"	<ul style="list-style-type: none"> c) all Personal Data and any information, however it is conveyed, that relates to the business, affairs, developments, property rights, trade secrets, Know-How and IPR of the Buyer (including all Buyer Existing IPR and New IPR); d) any other information clearly designated as being confidential (whether or not it is marked "confidential") or which ought reasonably be considered confidential which comes (or has come) to the Buyer's attention or into the Buyer's possession in connection with the Contract; and <p>information derived from any of the above;</p>
"Relevant Requirements"	all applicable Law relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State pursuant to section 9 of the Bribery Act 2010;

"Relevant Tax Authority"	HMRC, or, if applicable, the tax authority in the jurisdiction in which the Supplier is established;
"Reminder Notice"	a notice sent in accordance with Clause 10.6 given by the Supplier to the Buyer providing notification that payment has not been received on time;
"Replacement Deliverables"	any deliverables which are substantially similar to any of the Deliverables and which the Buyer receives in substitution for any of the Deliverables , whether those goods are provided by the Buyer internally and/or by any third party;
"Replacement Subcontractor"	a Subcontractor of the Replacement Supplier to whom Transferring Supplier Employees will transfer on a Service Transfer Date (or any Subcontractor of any such Subcontractor);
"Replacement Supplier"	any third party provider of Replacement Deliverables appointed by or at the direction of the Buyer from time to time or where the Buyer is providing Replacement Deliverables for its own account, shall also include the Buyer;
"Request For Information"	a request for information or an apparent request relating to the Contract for the provision of the Deliverables or an apparent request for such information under the FOIA or the EIRs;
"Required Insurances"	the insurances required by Schedule 22 (Insurance Requirements);
"Satisfaction Certificate"	the certificate (materially in the form of the document contained in Annex 2 of Part B of Schedule 8 (Implementation Plan and Testing) or as agreed by the Parties where Schedule 8 is not used in this Contract) granted by the Buyer when the Supplier has Achieved a Milestone or a Test;
"Schedules"	any attachment to the Contract which contains important information specific to each aspect of buying and selling;
"Security Management Plan"	the Supplier's security management plan prepared pursuant to Schedule 16 (Security) (if applicable);
"Security Policy"	the Buyer's security policy, referred to in the Award Form, in force as at the Start Date (a copy of which has been supplied to the Supplier), as updated from time to time and notified to the Supplier;
"Serious Fraud Office"	the UK Government body named as such as may be renamed or replaced by an equivalent body from time to time;
"Service Levels"	any service levels applicable to the provision of the Deliverables under the Contract (which, where Schedule 10 (Service Levels) is used in this Contract, are specified in the Annex to Part A of such Schedule);
"Service Period"	has the meaning given to it in the Award Form;

"Services"	services made available by the Supplier as specified in Schedule 2 (Specification) and in relation to a Contract as specified in the Award Form;
"Service Transfer"	any transfer of the Deliverables (or any part of the Deliverables), for whatever reason, from the Supplier or any Subcontractor to a Replacement Supplier or a Replacement Subcontractor;
"Service Transfer Date"	the date of a Service Transfer;
"Sites"	any premises (including the Buyer Premises, the Supplier's premises or third party premises) from, to or at which: a) the Deliverables are (or are to be) provided; or b) the Supplier manages, organises or otherwise directs the provision or the use of the Deliverables; c) those premises at which any Supplier Equipment or any part of the Supplier System is located (where ICT Services are being provided)
"SME"	an enterprise falling within the category of micro, small and medium sized enterprises defined by the Commission Recommendation of 6 May 2003 concerning the definition of micro, small and medium enterprises;
"Special Terms"	any additional Clauses set out in the Award Form which shall form part of the respective Contract;
"Specific Change in Law"	a Change in Law that relates specifically to the business of the Buyer and which would not affect a Comparable Supply where the effect of that Specific Change in Law on the Deliverables is not reasonably foreseeable at the Start Date;
"Specification"	the specification set out in Schedule 2 (Specification), as may, in relation to the Contract, be supplemented by the Award Form;
"Standards"	any: a) standards published by BSI British Standards, the National Standards Body of the United Kingdom, the International Organisation for Standardisation or other reputable or equivalent bodies (and their successor bodies) that a skilled and experienced operator in the same type of industry or business sector as the Supplier would reasonably and ordinarily be expected to comply with; b) standards detailed in the specification in Schedule 2 (Specification); c) standards detailed by the Buyer in the Award Form or agreed between the Parties from time to time;

	d) relevant Government codes of practice and guidance applicable from time to time;
"Start Date"	the date specified on the Award Form;
"Storage Media"	the part of any device that is capable of storing and retrieving data;
"Sub-Contract"	any contract or agreement (or proposed contract or agreement), other than a Contract, pursuant to which a third party: <ul style="list-style-type: none"> a) provides the Deliverables (or any part of them); b) provides facilities or services necessary for the provision of the Deliverables (or any part of them); and/or c) is responsible for the management, direction or control of the provision of the Deliverables (or any part of them);
"Subcontractor"	any person other than the Supplier, who is a party to a Sub-Contract and the servants or agents of that person;
"Subprocessor"	any third Party appointed to process Personal Data on behalf of the Supplier related to the Contract;
"Supplier"	the person, firm or company identified in the Award Form;
"Supplier Assets"	all assets and rights used by the Supplier to provide the Deliverables in accordance with the Contract but excluding the Buyer Assets;
"Supplier Authorised Representative"	the representative appointed by the Supplier named in the Award Form, or later defined in a Contract;
"Supplier's Confidential Information"	<ul style="list-style-type: none"> a) any information, however it is conveyed, that relates to the business, affairs, developments, IPR of the Supplier (including the Supplier Existing IPR) trade secrets, Know-How, and/or personnel of the Supplier; b) any other information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential and which comes (or has come) to the Supplier's attention or into the Supplier's possession in connection with the Contract; c) Information derived from any of (a) and (b) above;
"Supplier's Contract Manager"	the person identified in the Award Form appointed by the Supplier to oversee the operation of the Contract and any alternative person whom the Supplier intends to appoint to the role, provided that the Supplier informs the Buyer prior to the appointment;
"Supplier Equipment"	the Supplier's hardware, computer and telecoms devices, equipment, plant, materials and such other items supplied and used by the Supplier (but not hired, leased or loaned from the Buyer) in the performance of its obligations under this Contract;

"Supplier Non-Performance"	where the Supplier has failed to: a) Achieve a Milestone by its Milestone Date; b) provide the Goods and/or Services in accordance with the Service Levels ; and/or c) comply with an obligation under the Contract;
"Supplier Profit"	in relation to a period, the difference between the total Charges (in nominal cash flow terms but excluding any Deductions and total Costs (in nominal cash flow terms) in respect of the Contract for the relevant period;
"Supplier Profit Margin"	in relation to a period or a Milestone (as the context requires), the Supplier Profit for the relevant period or in relation to the relevant Milestone divided by the total Charges over the same period or in relation to the relevant Milestone and expressed as a percentage;
"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 the Contract;
"Supply Chain Information Report Template"	the document at Annex 1 of Schedule 18 Supply Chain Visibility;
"Supporting Documentation"	sufficient information in writing to enable the Buyer to reasonably assess whether the Charges, Reimbursable Expenses and other sums due from the Buyer under the Contract detailed in the information are properly payable;
"Termination Notice"	a written notice of termination given by one Party to the other, notifying the Party receiving the notice of the intention of the Party giving the notice to terminate the Contract on a specified date and setting out the grounds for termination;
"Test Issue"	any variance or non-conformity of the Deliverables or Deliverables from their requirements as set out in the Contract;
"Test Plan"	a plan: a) for the Testing of the Deliverables; and b) setting out other agreed criteria related to the achievement of Milestones;
"Tests and Testing"	any tests required to be carried out pursuant to the Contract as set out in the Test Plan or elsewhere in the Contract and "Tested" shall be construed accordingly;
"Third Party IPR"	Intellectual Property Rights owned by a third party which is or will be used by the Supplier for the purpose of providing the Deliverables;
"Transferring Supplier Employees"	those employees of the Supplier and/or the Supplier's Subcontractors to whom the Employment Regulations will apply on the Service Transfer Date;

"Transparency Information"	the Transparency Reports and the content of the Contract, including any changes to this Contract agreed from time to time, except for – n) (i) any information which is exempt from disclosure in accordance with the provisions of the FOIA, which shall be determined by the Buyer; and (ii) Commercially Sensitive Information;
"Transparency Reports"	the information relating to the Deliverables and performance pursuant to the Contract which the Supplier is required to provide to the Buyer in accordance with the reporting requirements in Schedule 6 (Transparency Reports);
"Variation"	has the meaning given to it in Clause 24 (Changing the contract);
"Variation Form"	the form set out in Schedule 21 (Variation Form);
"Variation Procedure"	the procedure set out in Clause 24 (Changing the contract);
"VAT"	value added tax in accordance with the provisions of the Value Added Tax Act 1994;
"VCSE"	a non-governmental organisation that is value-driven and which principally reinvests its surpluses to further social, environmental or cultural objectives;
"Worker"	any one of the Supplier Staff which the Buyer, in its reasonable opinion, considers is an individual to which Procurement Policy Note 08/15 (Tax Arrangements of Public Appointees) (https://www.gov.uk/government/publications/procurement-policy-note-0815-tax-arrangements-of-appointees) applies in respect of the Deliverables; and
"Working Day"	any day other than a Saturday or Sunday or public holiday in England and Wales unless specified otherwise by the Parties in the Award Form.
"Work Day"	7.5 Work Hours, whether or not such hours are worked consecutively and whether or not they are worked on the same day;
"Work Hours"	the hours spent by the Supplier Staff properly working on the provision of the Deliverables including time spent travelling (other than to and from the Supplier's offices, or to and from the Sites) but excluding lunch breaks;

Schedule 2 (Specification)

GENERAL INTRODUCTION

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

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

This work is cross-cutting and will support all of the FSA's strategic outcomes by ensuring that appraisal, evaluation and assessment of food safety policy has the most robust and credible evidence underpinning decision making around those policies. This will help ensure the FSA's strategic plan outcomes represent value for money and are economically efficient.

A. THE SPECIFICATION

Background

1. The food and drink sector contributes substantially to the UK economy. The latest data show the agri-food sector contributing £121bn with exports valued at £22.5bn in 2018. The sector as a whole employs approximately 4.1m people across the food chain¹. The Food Standards Agency (FSA) is the lead government department with a statutory duty to protect public health from risks which may arise in connection with the production, supply and consumption of food. Our strategic ambitions– against

¹ Defra Food Statistics Pocketbook 2018

which we measure our impact – include that ‘food is safe’ and is ‘what it says it is’.² Underpinning our work is a focus on consumer interests.

2. The FSA is alert to the risks to consumers associated with food authenticity, food fraud and food crime, in which consumers and businesses are deliberately misled. As such, the National Food Crime Unit (NFCU) was established in December 2014, with a remit to detect, investigate and to prevent food crime.
3. The FSA differentiates between food fraud and food crime. While this distinction may seem purely semantic, the latter category is in fact a specific category of the former. Food fraud becomes food crime when the scale and potential impact of the activity is considered to be serious. This project will focus exclusively on food crime to the UK economy.

FOOD CRIME	<i>Food crime is serious fraud and related criminality within food supply chains. This also encompasses drink and animal feed. It can be seriously harmful to consumers, food businesses and the wider food industry.</i>
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4. The FSA has identified seven types of food crime, which are listed below.

Table 1: Types of Food Crime (National Food Crime Unit (NFCU))

ADULTERATION	Reducing the quality of food by including a foreign substance, to lower costs or fake a higher quality.
WASTE DIVERSION	Illicitly diverting food, drink or feed meant for disposal back into the supply chain.
MISREPRESENTATION	Marketing or labelling a product to wrongly portray its quality, safety, origin or freshness.
SUBSTITUTION	Replacing a food or ingredient with another substance that is similar but inferior.
THEFT	Dishonestly appropriating food, drink or feed products in order to profit from their use or sale.
DOCUMENT FRAUD	Falsely or fraudulently using genuine documents to sell, market or otherwise vouch for fraudulent or substandard product.
UNLAWFUL PROCESSING	Slaughtering or preparing meat and related products in unapproved premises or using unauthorised techniques.

² Food Standards Agency – Strategic Plan 2015–20

5. Certain economic indicators³ can provide insights to where food crime may likely occur. However, such identification methods can be narrow in scope (e.g. concerned with only one commodity), as well as focussing on the likelihood of a food crime occurring, rather than its ensuing impact.
6. The prevalence of food crime is intrinsically difficult to identify, and as such to quantify. Uniquely, food crime is largely invisible due to the twin effects of not being a crime that is reported or one which is detected.⁴ The nature of dishonest food crime activities is built upon deception, disguise and the careful hiding of relevant facts.⁵ The National Food Crime Unit (NFCU) has recently published its most up to date assessment of the UK food and drink landscape, discussing where risks of food crime may exist.⁶ In general terms, estimates of the extent to which fraud losses are detected are low and seriously underestimated; with organisations detecting an estimated 1/30⁷ of fraud occurring.⁸
7. Certain types of food crime may endanger public health. This can be particularly acute in cases of adulteration and substitution, with the substituted ingredient causing allergic reactions or health detriments to the consumer. Also, meat that is suitable only for animal consumption may be introduced to the supply chain destined for human consumption, as a way of generating large profits.⁹ Clearly, the impact food crime has on the consumer extends beyond the financial loss that comes from the purchase of a substandard product. Such negative health outcomes, and any associated costs of medical treatment, is necessarily borne by the public.

³ For example, demand and supply shocks because of climate movements and currency fluctuations.

⁴ FSA – Food Crime Annual Strategic Assessment (2016): <https://www.food.gov.uk/sites/default/files/media/document/fsa-food-crime-assessment-2016.pdf>

⁵ <https://www.foodqualityandsafety.com/article/the-implications-of-food-fraud/?singlepage=1>

⁶ National Food Crime Unit - Food Crime Strategic Assessment 2020: <https://www.food.gov.uk/sites/default/files/media/document/food-crime-strategic-assessment-2020.pdf>

⁷ This number refers to fraud within the food and drink sector, rather than specifically food fraud.

⁸ Crowe Clark Whitehill – Minimising Fraud and Maximising Value in UK Food and Drink Sector (2017)

⁹ Elliott Review – Integrity and Assurance of Food Supply Networks (2014).

Strategic need

8. Regulatory or quality assurance deficiencies in any segment of the supply chain can leave the country vulnerable to any of the types of food crime listed above. Food safety demands the risks to be identified and managed, and they can only be addressed with a good understanding of the wider impacts on businesses and consumers.
9. The FSA requires a robust and updateable methodology for estimating the impact of food crime to the UK economy. Establishing a baseline from which we can begin to understand the drivers of food crime and the impact they have on the UK economy is imperative. In practical terms, having a reliable estimate of the burden of food crime to business, consumers, government and the wider economy will allow the FSA to more effectively allocate resources; contributing to future policy interventions and to pre-empt potential threats.
10. The FSA's Strategic Plan 2015-20 acknowledges that pressure on the food supply system will intensify.¹⁰ Such economic shifts will incentivise certain food producers to act dishonestly and could lead to an increase in the prevalence of food crime across the UK economy. To protect consumers and businesses, it is crucial that the FSA builds our readiness for future threats.
11. Food crime evolves with and responds to changing economic conditions. As such, the FSA requires a methodology that is updatable as new data inputs become available, so that prevalence of food crime can be tracked over time.
12. As well as this, estimates from this work will feed into any upcoming Comprehensive Spending Reviews issued by HM Treasury in which the impact of food crime on society will support the FSA's bid for future finances.

Estimating the Cost of Food Crime: Phase 1

13. The lack of consistent statistical data and robust evidence poses significant challenges in assessing the cost of food crime. Recognising these challenges, the FSA has decided to undertake and commission a programme of research in two phases. Phase 1 - *The Cost of Food Crime – Final FSA Report (University of Portsmouth (UoP)/ University of Swansea (UoS))*¹¹ was recently published, in which a comprehensive review of existing methods and techniques for evaluating the economic impact of food crime was conducted, with a view to developing a conceptual

¹⁰ Food Standards Agency – Strategic Plan 2015–20

¹¹ The Cost of Food Crime: Phase 1 Final Report (FS 301065) - <https://www.food.gov.uk/sites/default/files/media/document/the-cost-of-food-crime.pdf>

framework that can be utilised to assess and estimate the cost of food crime to the UK economy.

Literature Review

14. As part of the Phase 1 research, a literature review looked at the economic analysis of crime, the measurement of economic impact on society; and the extent to which current studies of food crime identify the costs and impacts and then evaluate in more depth the only calculations in circulation for the cost of food fraud. No one study was found to have developed an approach to estimating the economic cost of what is an economic crime. The research concluded that current calculations were flawed as they were based on broad assumptions and proxy data.

Conceptual Framework

15. The Phase 1 - *The Cost of Food Crime report* highlighted that the most significant issue in current estimates of the impact of food crime was the confusion between the use and definition of terms. One of the aims of the research was to bring clarity to the issues involved by providing a framework based on the FSA/Elliott (2014) definition of food crime and to isolate the elements that should and should not be included in the calculation of the cost of food crime. Phase 1 used the definition of food crime given by the UK Food Standards Agency (FSA), which has recently been updated to: *'We define food crime as serious fraud and related criminality in food supply chains. This definition also includes activity impacting on drink and animal feed. It can be seriously harmful to consumers, food businesses and the wider food industry'*.
16. The conceptual framework developed as part of the Phase 1 research adopts the approach used by the NFCU (listed in table 1 above), by treating all food crime as serious fraud and related criminality within food supply chains that has an impact on the safety or the authenticity of food, drink or animal feed. This identifies the different types of food crime as theft, unlawful processing, waste diversion, adulteration, substitution and counterfeiting, misrepresentation and document fraud. Victims are consumers, food businesses and the wider food industry. This enabled the conceptual framework to be built and based on the crime aspect of the issue that has health and economic impacts, rather than as a primarily technical food safety issue.

Research Aims

17. This research – Phase 2 – will draw on findings and outputs from Phase 1. The aim for phase 2 will be to build on Phase 1 using its outputs and methods to produce monetised estimates pertaining to the cost of crime. It will use case studies of historical food crime incidents across a range of different products and markets, as well as at

different stages of the production process, to build a credible and preliminary set of estimates of the economic cost of food crime to the UK.

Specification

18. The FSA now wants to commission Phase 2 of the project by building on outputs and recommendations from Phase 1. This will include sourcing the data required for the model, creating a self-contained database that is easily updateable, and then creating the case study estimates to obtain robust figures for the cost of food crime.
19. The overarching aim of this research is to produce robust estimates of the cost of food crime on UK society that uses a bottom-up approach; identifying costs to individuals, businesses and government. The research in itself can be considered ground-breaking in that current estimates of the cost of food crime are based on top-down heuristic approaches.
20. The FSA is aware of the difficulties in establishing an estimate for the economic cost of food crime. Therefore, we expect the tenderer to be adaptable in their work to be able to overcome challenges, especially when it comes to data availability as we expect this to be one of the biggest challenges for this project.
21. Below is a suggested list of tasks and put together by Portsmouth University who completed phase 1 of this project:

Task 1	Source data required, including negotiations to use databases that are run on a commercial basis.
Task 2	Refine and test the model provided in the Phase 1 report on a limited number of case study examples. Identify all case studies that would need to be included in order to cover all stages of the food and drink market.
Task 3	Develop a specification for a database that uses external sources to build and update the case studies. This may also involve creating new datasets.
Task 4	Build and test a prototype of the database.
Task 5	Develop functions and algorithms to calculate the figures required automatically.
Task 6	Robustness tests for figures calculated.
Task 7	Writing reports and manuals, attending meetings and project management.

22. This is meant as an example and we would expect each tender to come with its own approach to the work.

23. Both the database and model will need to be updateable, such that pending improvements in data collection or changes in economic conditions, the framework can respond accordingly.

Methodology

24. As part of the conceptual framework put together in phase 1, the total cost was broken down into individual cost areas and methods of calculating these costs were suggested. Tenders will be expected to use a case study approach following the below framework developed in phase 1 of this project, breaking the costs down to...

- **Victim costs:** Direct economic losses suffered by crime victims, including medical care costs, lost earnings.
- **Criminal justice system costs:** Costs of anti-food crime activities, legal and adjudication services, and corrections programs including incarceration.
- **Crime career costs:** Opportunity costs associated with the criminal's choice to engage in illegal rather than legal and productive activities.
- **Intangible costs:** Indirect losses suffered by crime victims, including pain and suffering, decreased quality of life, and psychological distress.
- **Market costs:** Loss of profits for genuine firms.

25. In phase 2, a case study approach will be used to extract data from businesses and other sources in order to populate these cost breakdowns. As well as this, other methods such as Willingness to Pay studies will be needed to identify some of the above costs (i.e. victim/human costs). However, we are aware of the difficulties of carrying these studies out, therefore we expect innovative solutions to be put forward to identify these costs such as benefit transfers from existing studies.

26. The approach used to obtain these cost estimations should also follow, but are not limited to, the outputs of phase 1. All tenders must show that they have considered the methodology they plan to use in creating the required datasets and case studies, along with how they aim to overcome the challenges of this project.

Deliverables:

27. The exact outputs will depend on the methodology decided upon by the contractor of the work, however the deliverables we expect are as follows:

1. A bespoke, self-contained database containing all data that is used in the case studies. This should be easily updatable and accessible to all users.

2. Extrapolated estimates of the total economic cost of food crime, along with sensitivity tests.
3. Manuals for both the database and model.
4. A report including the results, as well as the assumptions made and where improvements may be possible as more data and data sourcing techniques become available in the future.
5. PowerPoint presentation summarising the results of the project, as well as how they have been constructed.

Evidence base

28. Research providers should familiarise themselves with the existing literature in the field of food crime, understanding in full the barriers that have impeded the discourse to date. There are also a number of resources the FSA is already aware of that will assist in data collection and deciding on methodology. The below is intended as a guide; researchers should carry out their own extended research in order to decide which methodology is most suitable for the project, this should then be included in any bids that are submitted.
29. It is also important that research providers are familiar with the paper published as the phase 1 of this work that can be found [here](#). This work carried out an extensive literature review of previous attempts to estimate the cost of food crime, as well as identifying the shortcomings of these estimates. As well as this, the work lays out in detail the previously mentioned conceptual framework including the main cost areas associated with food crime along with suggested ways of calculating these costs. Following this framework in the second phase to produce case study estimates will ensure that all relevant costs are captured and provides a starting point for methodology.
30. In 2010, the Grocery Manufacturer's Association in the USA produced an estimate of the possible cost of food fraud on its members. This estimate of US\$10-15million is an evaluation of potential impact on food and drink industry organisations rather than on economy or society. It is a heuristic rather than an accurate calculation but serves the purpose of the report, which is to encourage US manufacturers to improve their food protection systems based on growing awareness of real emerging issues in the industry. However, the main problem with the GMA (2010) figure, which is very widely quoted, is that it includes food safety incidents and product recalls, as well as what

would be better termed food defence events. It does not adequately separate out fraudulent activity.¹²

31. The PwC figure of \$30-40 billion globally is based on a very simple projection. It assumes that counterfeiting can be used as a proxy for all EMA (economically motivated adulteration). This is based on figures for the incidence of counterfeiting (of all goods) which is widely held to be 5-7% of global trade. The problem, of course, is that not all food fraud is counterfeiting, and we do not have evidence that food fraud grows in proportion with the growth in global trade. Essentially, it is another heuristic rather than an economically sound calculation of effect.
32. The Centre for Counter Fraud Studies/BDO estimates £11.2 billion per year in the UK. Although based on audited data for the food industry, this does not isolate the issue of food fraud. It is a generic figure based on the incidence all fraud across a range of organisations is applied to the aggregate turnover of the top 75 food firms by turnover in the UK. It is designed to alert food organisations to the need for a programme of counter fraud measures in the industry (which is not well protected in terms of management control over fraud) that would counter not just food fraud but all fraud.
33. The impact of food crime on individuals is one of the largest cost areas that will need to be calculated in this project. In July 2018 a paper titled "The Economic and Social Costs of Crime (Second Edition)" was published by Heeks et al., in this research report estimates were presented detailing the costs associated with the anticipation, consequence and response to different types of crime. Quality Adjusted Life Years (QALY's) were used to measure not only the cost to victims of crime but also the impact that fear of crime has on individuals. Dolan and Peasgood (2007) uses this methodology to come up with an QALY estimate for the economic cost for fear of crime. The social and economic costs of organised crime are also explored in "Understanding organised crime 2015/16" published by Fell et al..
34. "The Burden of Foodborne Disease in the UK 2018" was published by the FSA in March 2020 and published the results of a cost of illness calculator that was built in order to calculate the cost to society (including a breakdown to burden on individuals, business and government) of different foodborne diseases. As well as this a cost of illness calculator is currently being built that will allow for the calculation of the cost of any given number of cases of a foodborne disease. This model and calculator may be

¹² Paragraphs 30-32 are taken from the literature review carried out in phase 1 of the work: <https://www.food.gov.uk/sites/default/files/media/document/the-cost-of-food-crime.pdf>

useful in determining the cost to society of foodborne disease outbreaks as a result of food crime.

35. The FSA has also recently published/is planning to publish multiple papers that may be of interest to this project in deciding on the correct methodology. Firstly, “Barriers to and enablers of intelligence regarding food crime”¹³ uses a combination of a literature review along with stakeholder interviews to assess the current state of evidence regarding the characteristics and motivations of individuals and organisations that report criminal activity, as well as the factors which impede and/or encourage the reporting of criminal activity. The use of stakeholder interview will be critical in understanding how businesses are affected by food crime and so the understanding how this has been carried out successfully in the past will be vital. Secondly, work is currently being undertaken to assess the value of trust that the public place on the FSA. This work is using multiple surveys to identify the value that society places on the FSA and will be useful in assessing the human cost of food crime including the role that confidence plays. This work has not yet been published so cannot be shared, however the contractors for this work will have access to all work relevant to the project.

Working Requirements:

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

The Agency is committed to openness and transparency. As well as the final project report being published on the Food Standards Agency website (www.food.gov.uk), we encourage contractors to publish their work in peer reviewed scientific publications wherever possible. Also, in line with the Government’s Transparency Agenda which aims to encourage more open access to data held by government, the Agency is developing a policy on the release of underpinning data from all of its science- and evidence-gathering projects. Underpinning data should also be published in an open, accessible, and re-

¹³ <https://www.food.gov.uk/sites/default/files/media/document/food-crime-intelligence-reporting-barriers-and-enablers.pdf>

usable format, such that the data can be made available to future researchers and the maximum benefit is derived from it. The Agency has established the key principles for release of underpinning data that will be applied to all new science- and evidence-gathering projects which we would expect contractors to comply with.

Dataset for analysis

The Agency requires a fully documented non-anonymised dataset which it can use for its own analysis and research purposes. We will also require sufficient documentation (including syntax of main and derived variables) to allow Agency analysts and external researchers to replicate analysis included in the outputs. The dataset will require encrypted identifiers for each record, with a separate file to link these to names and contact details – which would be held securely by the Agency. Tenderers must set out what documentation they would provide to accompany the dataset.

Data security

Please refer to the Framework Standard Terms and Conditions on data security and outline in your tender any specific issues related to this project. The successful tenderer will be asked to complete a Data Security Questionnaire which will be reviewed by the FSA data security team and will form part of the contract.

Data permissions and referencing

Contractors are responsible for ensuring that all necessary permissions are acquired for the use of data, visuals, or other materials throughout the life of the project that are subject to copyright law, and that the materials are used in accordance with the permissions that have been secured. Contractors are also responsible for ensuring suitable referencing of materials in all project outputs including project data.

Ethics

Tenderers are asked to identify the ethical concerns for this project and how these issues would be addressed.

Social Value

Social value has a lasting impact on individuals, communities and the environment. The Government has an opportunity and responsibility to maximise benefits effectively and comprehensively through its commercial activity. To be effective it is essential that the FSA considers social value at all stages of the procurement life cycle. In order to do this, the FSA is applying the Government Commercial Functions social value model [PPN 06/20 Procurement Policy Note](#) from 1st January 2021. The complete set of documents can be found on the [Social Value webpage](#).

The social value criteria that will be assessed are:

- 7.1: Wellbeing: Improving health and wellbeing

The [Social Value Quick Reference Table](#) provides a useful summary of the criteria and the reporting metrics for each of the criteria, including examples for each criteria.

(7.1) Support health and wellbeing in the workforce

Example that responses could include:

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

Schedule 3 (Charges)

1. How Charges are calculated

1.1 The Charges:

1.1.1 shall be calculated in accordance with the terms of this Schedule;

1.2 Any variation to the Charges payable under a Contract must be agreed between the Supplier and the Buyer and implemented using the procedure set out in this Contract.

2. The pricing mechanisms

2.1 The pricing mechanisms and prices set out in Annex 1 shall be available for use in calculation of Charges in the Contract.

3. Are costs and expenses included in the Charges

3.1 Except as expressly set out in Paragraph 4 below, or otherwise stated in the Award Form the Charges shall include all costs and expenses relating to the provision of Deliverables. No further amounts shall be payable in respect of matters such as:

3.1.1 incidental expenses such as travel, subsistence and lodging, document or report reproduction, shipping, desktop or office equipment costs, network or data interchange costs or other telecommunications charges; or

3.1.2 costs incurred prior to the commencement of the Contract.

4. When you will be reimbursed for travel and subsistence:

4.1 Expenses shall only be recoverable where:

4.1.1 the Time and Materials pricing mechanism is used; and

4.1.2 the Award Form states that recovery is permitted; and

4.1.3 they are Reimbursable Expenses and are supported by Supporting Documentation.

4.2 The Buyers expenses policy is as set out in the table below:

Expenses	Reimbursement
Rail travel	Standard class
Mileage	£0.45 per mile for the first 10,000 miles in a financial year £0.25 per mile for any mileage in excess of 10,000 miles in a financial year

Overnight hotel accommodation	Up to £85 per night outside London Up to £130 per night in London
Subsistence	Up to a maximum of £21 for a 24-hour period

ANNEX 1: Rates and Prices

Will you charge the Agency VAT on this proposal?

Yes

Please state your VAT registration number:

*Please provide your VAT Registration number below
GB 504 0052 14

Project Costs Summary Breakdown by Participating Organisations

Please Include only the cost to the FSA.

Organisation	VAT Code*	Total (£)
--------------	-----------	-----------

Total Project Costs (excluding VAT) **	£	258,716.00
--	---	------------

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

Project Costs Summary (Automatically calculated)

Total Project Costs	£	258,716.00
---------------------	---	------------

Staff Costs Table

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

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

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

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

*Please provide full details below of how you have calculated your total overhead costs

--

Consumable/Equipment Costs

Please provide, in the table below, estimates of other costs that do not fit within any other cost headings

--

Travel and Subsistence Costs

Please provide a breakdown of the travel and subsistence costs you expect to incur during the project

--

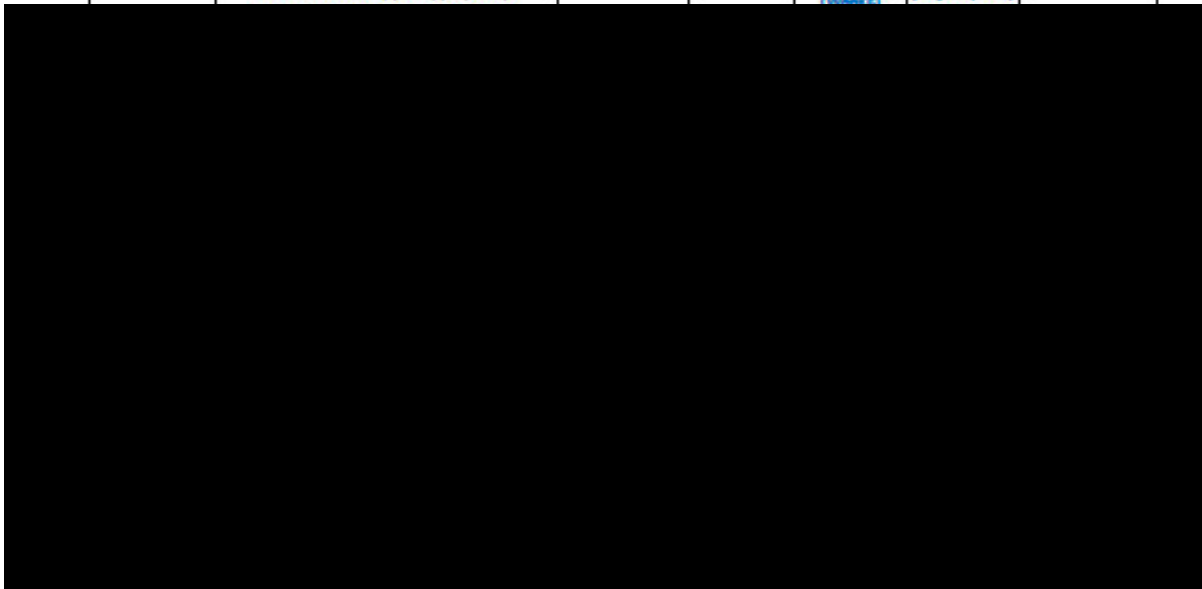
The Pricing Schedule

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

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

Please link all deliverables (singly or grouped) to each payment. Please ensure that deliverable numbers are given as well as a brief description e.g. Deliverable 01/02: Interim report submitted to the FSA, monthly report, Interim report, final report. Payment will be made to the Contractor, as per the schedule of payments upon satisfactory completion of the deliverables.

Proposed Project Start Date	01-Apr-2021	Amount				
Invoice Due Date	Description as to which deliverables this invoice will refer to (Please include the deliverable ref no(s) as appropriate)	*Net	** VAT Code	§ Duration from start of project (Weeks)	§ Duration from start of project (Date)	Financial Year



* Please insert the amount to be invoiced net of any VAT for each deliverable

** Please insert the applicable rate of VAT for each deliverable

*** 20% of the total project budget is withheld and will be paid upon acceptance of a satisfactory final report by the agency.

§ The number of weeks after project commencement for the deliverable to be completed

Summary of Payments

£ Financial Year 1 Total (Excludes VAT applications) £ £ £ £
 Total Amount

Year 1	Year 2	Year 3	Year 4	Total
				£ 268,718.00

Schedule 4 (Tender)

LEAD APPLICANT'S DETAILS							
Surname	J	First Name		Initial	J	Title	
Organisation	University of Portsmouth		Department	Portsmouth Business School			
Street Address	Richmond Building. Portland Street						
Town/City	Portsmouth	Country	UK	Postcode	PO1 3DE		
Telephone No		E-mail Address					
Is your organisation is a small and medium enterprise . (EU recommendation 2003/361/EC refers http://www.hmrc.gov.uk/manuals/cirdmanual/cird92800.htm)			Yes		No	X	
TENDER SUMMARY							
TENDER TITLE							
Costs of Food Crime Phase 2							
TENDER REFERENCE	FS430643						
PROPOSED START DATE	[01/04/2021]		PROPOSED END DATE	[30/04/2022]			
1: TENDER SUMMARY AND OBJECTIVES							
A. TENDER SUMMARY							
Please give a brief summary of the proposed work in no more than 400 words.							
<p>We will develop the conceptual framework for the cost of food crime model presented in Phase 1 of this project (FS301065 Report) into a functioning model and database that will allow the Food Standards Agency to capture the full range of impacts that food crime has on the UK economy, and will be explicit in the areas where data availability needs to be developed further to enable better estimation. The team has expertise in assessing the costs of fraud more generally, in food crime, economics of crime, economic impact assessment, database development and data analytics. Our framework will draw on each of these areas to provide a robust model and database for the ongoing assessment of the cost of food crime.</p>							
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						
1	Agree plan for data sourcing and technical tools with FSA (Task 1)						
2	Source Data Source data required, including negotiations to use databases that are run on a commercial basis. (Task 2)						
3	Develop and Test Food Fraud Costing Model (Task 3)						
4	Create, automate and test the database using Microsoft Azure or standardised relational database software. (Task 4)						

5	Develop and Test Power BI Model Interface. (Task 5)
6	Produce report (to include a cost-benefit analysis for data sources), manual and Powerpoint presentation as specified. Also, to produce an academic paper following the end of the project. (Task 6)

2: DESCRIPTION OF APPROACH/SCOPE OF WORK

A. APPROACH/SCOPE OF WORK

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

Introduction to team, Phase 1, Partnership with Decernis

The University of Portsmouth delivered the Phase 1 model for 'The cost of food crime' in 2019-2020. Our aim is to complete Phase 2 of the project following and improving on the model presented in the report, in order to create the database needed. We intend to follow the process, with refinements, that was set out in the report for Phase 1 (FS301065).

It is our opinion that at least 75% of the success of this project lies in the sourcing of the data, and creating a coherent structure for the use of that data in the database and user interface. With that in mind, we have brought together a new team with considerable knowledge and expertise in the fields of food fraud, fraud cost and loss measurement exercises, and creation of novel databases relating to food issues. We are confident that this team will be able to develop existing data sources and identify novel solutions to creating new data sources if required. The strength of the team in approaching the challenge from an in-depth understanding of fraud, food crime, and the model proposed in Phase 1, sets us apart from any approaching the project primarily from expertise in database or data analysis.

For Phase 2, we are partnering with Decernis, a subsidiary company of FoodChain ID, who are providing access to their food fraud case database along with the food fraud and database creation expertise of [REDACTED]. This database of incidents/cases of food fraud provides the foundation of our approach to the challenges set in Phase 2.

We have also expanded the team at the University of Portsmouth to include [REDACTED] from the University of Portsmouth Centre for Counter Fraud Studies. [REDACTED] have extensive experience in establishing costs of fraud to organisations and society using central and regional government economic data, industry sector data, crime statistics and fraud loss data to produce the estimate. They have successfully produced an Annual Fraud Cost indicator with Experian and Crowe that is due to be updated in 2021.

A research assistant (RA) with excellent IT development skills will be recruited to clean/structure data, build a database and a user friendly interface. The RA will also assist with drafting manuals. Whilst the RA needs to have experience in using and creating standard relational databases, SQL, data integration and BI user interfaces, we will search specifically for someone familiar with tools that the FSA is already using (Microsoft Azure; Microsoft SQLServer or PostgreSQL, PowerBI). The University already has a licence for PowerBI and capacity for Azure/SQL through Office 365. We will be able to buy capacity to use these tools for development if needed. The RA will be supervised by [REDACTED] and draw on the experience of Dr Everstine.

We will also hire a technical writer in the final phase of the project to write clear manuals to support the database as required in the tender.

Our case study based approach (Tasks 1, 2, 3)

The Decernis Food Fraud Database is a repository of information that informs food fraud risk. The information is sourced from public records, including scholarly publications, media reports, government and regulatory communications, trade journal publications, legal documents, and others. The information is manually extracted and standardised resulting in a relational database. The database includes fields for Ingredients (raw materials), Adulterants, References (fully cited), as well as geographic locations of production and distribution, health outcomes (deaths and/or illnesses), and year of occurrence (if relevant). The database standardises food fraud risk information into two main record types: Incident Records (documented occurrences of fraud including contextual information) and Inference Records (information sourced from the scientific literature or other sources that informs food fraud risk, but does not reflect an actual occurrence of fraud). Currently, the database includes 12,411 records, of which 1,716 are incident records. Of those incident records, 142 reflect occurrences of food fraud that either originated in the U.K. or affected the U.K.

Our plan is to extract all incident records from the Decernis database that relate to either the production or the distribution of fraudulent foods and ingredients in the UK. This will enable us to take a realistic case-based approach based on a detailed analysis of known cases. This provides a starting point: the integration or otherwise of Decernis into the final database needs to be evaluated as part of the drawing up of the specification for the database.

For the first stage of our analysis we will use a spreadsheet to map out and get a greater understanding of the proportion of costs under each of the five headings (victim costs; criminal justice costs; crime career costs; intangible costs and market costs) likely to be incurred in each case or group of cases. This will allow us to select the most advantageous cases and data sources for the model.

The aim is to build up the database specification by first sourcing data for one or more of these cost categories and relating them to cases, creating a matrix structure from which we can begin to build the model. We will use this very basic model to start building the specification, going through more iterations in which more sources are added to the model. The main point here is that rather than find all the sources and then start to work on the model, we will be able to start building the database specification whilst the search or creation of the harder to access cost data continues. We believe that this is the more pragmatic and efficient use of time on the project.

Deliverable 2 will be a version of the model built on a sub-group of cases and a limited number of sources of data relating to one or more cost categories, as a proof of concept. An initial cost of food crime would emerge at this stage, and increase as more sources are added.

Sourcing the data (Tasks 1, 2)

As highlighted in Phase 1, there are a variety of issues surrounding the availability of appropriate data for precise measurements of the cost of food crime. A significant part of Phase 2 is to discover and obtain data that enables sufficiently accurate measurements, however, we also expect to encounter areas where this is not yet possible. The strategy we employ to overcome gaps in data sources is three fold:

- 1) Identify and use close approximate data sources. For example, if information is not available for health care costs related to particular harmful ingredients, then using health care costs related to treatment of symptoms with similar medical severity would be an approximate source.
- 2) Provide an approximate calculation and corresponding assumptions. For example, if health care costs did not exist at a granular level, by medical severity type, then a calculation of the average healthcare cost could be used. The assumption in this example would therefore be that all treatment costs the same rate per day, regardless of severity.

3) For each cost category, data source quality and accuracy will be transparently highlighted as Gold/Silver/Bronze. For Silver and Bronze sources, commentary will be provided on the particular issues and assumptions made along with considerations regarding steps to improve data quality.

The sourcing follows a similar approach that members of the team have used successfully to produce the UK Annual Fraud Indicator, an estimate of the total annual value of fraud loss in the UK. The analysis draws on central and regional government economic data, industry sector data, crime statistics and fraud loss data to produce the estimate. It follows a bottom up approach in that the economy is broken down into segments and transaction types. Fraud loss estimates are then produced for each segment and transaction type. Each estimate is categorised as gold, silver or bronze depending on the quality of the data. The analysis uses existing fraud loss data for segments or transactions when it is available in published government, industry or academic reports. Where aggregate data is not available, the analysis applies known loss factors for a transaction type to the total value of that transaction type in a segment. Where the loss factor for a transaction type is unknown, the analysis uses a proxy factor, which is the known loss rate of the most similar transaction type. The analysis has been structured so that new segment and transaction categories can be added, and the entire dataset can be refreshed efficiently.

We will also consider the collection of primary data in the form of a qualitative survey or interviews with key informants in government, academia and commerce, if it becomes apparent that no existing database is fit for purpose. From this information, we will carry out a cost-benefit analysis of the creation of a new data source, and make recommendations as to where this can be incorporated into the scope of Phase 2 or where it needs to be considered as a future development.

In addition to the sources we already identified in FS301065 Report Phase 1 Appendix A as worthy of investigation, we can also investigate the use of MINTEC, a relatively recent commercial database of food commodity and ingredient prices, and surveys on profitability published by The Grocer and Food Manufacture, to inform the calculation of Market Costs based on profitability analyses.

As part of our reporting we will provide a cost benefit analysis of the data sources found and needing to be created, and an analysis of the ongoing costs of maintenance and support for the database.

REFINING, BUILDING AND TESTING THE MODEL, WRITING THE SPECIFICATION (TASKS 3, 4)

During the data sourcing stage, the RA will be assisting the model component domain experts with data collection and basic data manipulation (e.g. handling missing values, reformatting, linking separate data sets). All data collected will be logged and their properties catalogued.

The RA will further assist the model component domain experts with their cost model development through helping with new variable creation, code optimisation and confidence interval estimation. Different models will be explored and model creation will be carefully logged using tools such as Github.

Once component models have passed initial tests, they will be made available to other members of the Consortium for validation and assessment. Once a model component has passed these tests, the RA will write a data specification for that component including details such as data source locations, licensing details, cost arrangements, data formats, volumes etc.

These component data specifications will be used to create a database specification for an SQL database to be held on the Azure platform. Additionally, it will identify data management requirements to update this database, including API requirements. It is likely that not all data sources will have an API so it may be necessary to create bespoke tools to automate this process as far as possible.

BUILDING AND TESTING THE PROTOTYPE AND AUTOMATION (TASK 5)

The building of the database is likely to take place on an Azure virtual machine and it would be a standard/general purpose SQL database. This is likely to be in the form of a single database as opposed to an elastic pool as it is not anticipated that the number of users demanding frequent access would be extensive.

The Azure machine learning platform would also be used. Code will be created to carry out a number of tasks:

- Analyse imported data from APIs and other sources to check that data quality is at the expected standard for the model component. This includes for example a check on invalid entries, data volumes, date ranges or data formats
- According to the component model specification, extra variables may need to be inferred from existing data sources. The necessary models will be created here with checks to alert users if the variables created exhibit unexpected correlations or other behaviours
- Each component model will be created with tools to compute the necessary bounds on any estimates. Additionally, if only a subset of the data is used (e.g. estimation of total UK fraud cost in baked goods), tools will be created to check that the data for the subset is necessary and sufficient to produce a valid estimate
- Power BI Desktop will be used as the tool to display the outputs of the model and to allow the user to drill down into different categories/components of food fraud as per their requirements

Writing the documentation including definition future improvements (Task 6)

We propose that the required written outputs will be compiled throughout the second half of the project, as the relevant information becomes available. Following the specification, the written deliverable outputs will be:

1. Manuals for both the database and model, including data schema. We will employ a technical writer to produce the manuals, allowing 75 hours at an average of £50 per hour to cover this cost.
2. A report of up to 2,000 words plus images and tables to include the results, as well as the assumptions made and where improvements may be possible as more data and data sourcing techniques become available in the future. The report will also contain a cost-benefit analysis of options for the maintenance of the database, with indicators of ongoing data-sourcing costs as and if needed by the FSA. Prof Lisa Jack will be responsible for ensuring the completion of the report, and co-ordinate the input from team members.
3. PowerPoint presentation summarising the results of the project, as well as how they have been constructed. Prof Lisa Jack will be responsible for ensuring the completion of the slides, and co-ordinate the input from team members.
4. An academic paper that critically evaluates the issues involved in creating a 'cost of food crime', finding the data sources and validating the model. We would expect to publish this paper in *Food Policy* or a similar academic journal, and believe that it would add credibility to the approach the FSA are taking to establish a cost of food crime to the economy. A shorter journalistic article could also be pitched to *The Conversation* to increase dissemination of the achievement in creating this novel solution to a difficult policy issue.

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

As stated in the tender specification, the overarching aim of this research is to produce robust estimates of the cost of food crime on UK society that uses a bottom-up approach; identifying costs to individuals, businesses and government. The research in itself can be considered ground-breaking in that current estimates of the cost of food crime are based on top-down heuristic approaches.

Intellectual Property (IP) - As the successful tenderer for the Phase 1 project, we agreed IP terms within that Contract, and would look to agree IP ownership terms as previously, to the University and its collaborator/s. This to include our exclusive use in publication and further research. We would be agreeable to negotiating terms with FSA on a perpetual irrevocable royalty free nonexclusive licence to use IP directly and indirectly related to the services including any modifications or derivative versions.

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.

TASK 1 : REFINE PROJECT SCOPE AND COMPLETION OF PREPARATION FOR KICK OFF MEETING – 0.5 MONTHS/15 MAY 2021-31 MAY 2021

(LJ/AC/ES/MB/DS/KE/AW)

- 01/01 Determine whether all/part of the model can be implemented and in which order;
- 01/02 Determine types of data that will be needed to implement model components (in broad terms, rather than specific data locations);
- 01/03 Categorise cases from Decernis database and select initial case or group of cases for model building;
- 01/04 Further discussion with FSA about existing/preferred database and data analytical tools and packages.
- 01/05 Recruitment of RA by 30/04/21

DELIVERABLE 1: Data scope report for all components to be presented at kick-off meeting in Week Beginning 24th May 2021.

TASK 2: DATA COLLECTION – 4 MONTHS 1 JUNE -30 SEPTEMBER 2021

(LJ/AC/MB/DS/KE/AW/RA)

- 02/01 Experts search for and identify sources of data to address the project scope
- 02/02 Formats data and transforms it if needed to allow experts to begin model building and cost calculation. Offers data manipulation expertise;
- 02/03 All data sources and data gathered so far is meticulously logged for future reference with fields such as ...
 - Size
 - Type
 - Format(s)
 - Source
 - Update frequency of source
 - Importance to model
 - Cost
 - Public/private
 - Reliability

DELIVERABLE 2: Repository of data collected so far, all labelled and ordered. It is expected that a minimum of two sources of data will have been identified and aligned with cases by 31 May 2021. The model will be developed following the outline given in 2A and an updated model review will be available for presentation at each month end up to 30 September 2021.

Task 3 Test on Cases/Model Development – 4 Months part concurrent with Task 2 1 June-30 September 2021 (LJ/ES/RA/KE/DS/MB)

- 03/01 For each component of the model, experts will, assisted by the RA, develop approaches to compute the costs of crime relating to each component;
- 03/02 RA will assist in the implementation of each model component where needed;
- 03/03 Model components will be tested and subject to expert review as to their validity, applicability and value;
- 03/04 Update and revise based on feedback and note limitations;
- 03/05 Technical report for each component (data needed, how transformed, how processed);
- 03/06 Feedback will be needed from FSA, at least in terms of more detailed user requirements, in order to develop the specification for the front end of the database in PowerBI.

DELIVERABLE 3: A demo of the model will be available by 30 September 2021 along with an assessment of any missing components and what is needed to finalise those components.

TASK 4: DATABASE CONSTRUCTION – 2 MONTHS OCTOBER 2021-NOVEMBER 2021 (LJ/ES/RA/KE)

- 04/01 Based on successful model development, RA and supervisors can create a full technical specification for the database, including where appropriate after Tasks 1-3, a database per model component; plans for automation and front end design.
- 04/02 RA creates database and unit tests to check performance is as desired;
- 04/03 RA adds in necessary security layers;
- 04/04 Demonstrates database to team;
- 04/05 Recruitment of technical writer.

DELIVERABLE 4: Database on test site available for demonstration to FSA.

TASK 5: AUTOMATE/TEST/MODEL IMPLEMENTATION – 3 MONTHS DECEMBER 2021-FEBRUARY 2022 (LJ/ES/RA WITH ASSISTANCE OF WHOLE TEAM)

- 05/01 Using the database developed, the RA will implement the model components, assisted by the experts and check that output agrees with the results obtained in the Model Development stage
- 05/02 RA will develop a front end so that end users can operate the model
- 05/03 Front end to be tested internally at UoP

DELIVERABLE 5: Database ready for transfer to FSA site, subject to feedback and rework required.

TASK 6: FINALISE AND WRITE UP. DEMONSTRATIONS TO FSA – MARCH/APRIL/MAY 2022 (FULL TEAM INCLUDING TECHNICAL WRITER)

- 06/01 Demo with extrapolated numbers
- 06/02 Sensitivity analyses
- 06/03 Revise as needed
- 06/04 Manuals to be written up by technical writer (from 1st March 2022)
- 06/05 Report to be completed.
- 06/06 Powerpoints to be completed.
- 06/07 Following the completion of the project, an academic paper will be produced for *Food Policy* or similar.

DELIVERABLES 6: Manuals, report and powerpoint as per specification.

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
M1: Kick off meeting	15/05/21	Data scoping to be presented 01/01-01/04.

M2: Model Review 1	30/06/21	A presentation of the cases/cost components/data sources amalgamated so far and a demo of the draft of the basic model in Excel or similar. 02/01-03; 03/01-03/03.
M3: Model Review 2	30/07/21	As Model Review 1, updated. 02/01-03; 03/01-05.
M4: Model Review 3	31/08/21	As Model Review 2, updated. 02/01-03; 03/01-05.
M5: Model Review 4	31/09/21	As Model Review 3, updated. 02/01-03; 03/01-05. Technical feedback sought 03/06. Review of data sourcing and evaluation of missing components. 03/05-06.
M6: Technical Specification	30/10/21	Presentation of the technical specification for feedback 04/01. Discussion about maintenance and support of the final database, from experience of data sourcing.
M7: Test database built	31/12/21	Demonstration of test site 04/02-04
M8: Test site tested	28/02/22	Demonstration of final database; presentation of estimates/sensitivity analysis to date; 05/01-03; 06/01-03. FSA feedback and refinement.
M9: Results/Live site	31/03/22	Tested/revised database ready for transfer to live site; estimated costs of food crime; results of sensitivity analyses.
M10: Report and manual ready for review and feedback	30/04/22	Report and draft manual sent to FSA for review 06/04-05.
M11: Final report, manual and powerpoint delivered.	15/06/22	All deliverables, including updated database, report, manual, powerpoint. 06/04-06.

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.

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

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

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

Lead Applicant	University of Portsmouth
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Named staff members, details of specialism and expertise.

[illegible]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[illegible]

Participant Organisation 1	Decernis
Named staff members, details of specialism and expertise.	

Participant Organisation 2	University of Swansea
Named staff members, details of specialism and expertise.	

5: PROJECT MANAGEMENT

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

The project will be managed using weekly meetings between team members working on each stage and monthly meetings with all partners, or as needed. The updated model will be presented to the FSA every month, or as requested. The research assistant will be supervised by [REDACTED] following protocols at UoP for the employment of research staff (links). Documents will be managed through a G Drive Folder so that each team member can work with the live document. The key milestones/deliverables will be used as targets. It is expected that the majority of meetings and presentations will take place online but a contingency fund of £1000 has been allowed for travel and subsistence if meetings or presentations need take place in London.

A Gantt Chart is included with the application.

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
Staff Absence	Low	Low	This is a very low risk project. Other members of staff in the Faculty could be recruited to cover long-term absence.
Sub-contractor delays	Low	Low	As for staff absence. Other experts could be recruited to cover any long term delay and the sub-contract will contain relevant clauses to cover these issues.
Quality of input from sub-contractors	Low	Low	The sub-contractors are well-known in their field and have been chosen for their expertise. Should the quality of the input fall short of what is expected, there are other experts in the relevant fields who could be recruited. The input from Decernis in terms of the database has already been assessed on a sample of cases extracted and shared with the team.
Data Not Sourced	Medium	Medium	Team has expertise across the model component domains and has previously used some of the data required. Additionally, the team has data modelling

			expertise which allows data to be inferred if it is not publicly or privately available
Delays in the Recruitment of the RA	Low	Medium	The team has enough expertise to cover the initial stages of the project such as data sourcing and collection so can cover delays in recruitment
Database Reliability	Low	Low	Azure is a robust platform with a miniscule failure rate. Additionally, database and model backups will be taken and stored in secure locations
Model Produces Inconsistent Results	Low	Medium	Checks will be placed within the model to detect any abnormal results and its probable cause (e.g. database update failure or lack of data to estimate fraud cost for a given food subcategory)
Front End Interface Difficult to Use	Low	Medium	This will be mitigated by having regular contact with FSA users who will guide the team on their formatting and usage requirements

7. QUALITY MANAGEMENT

A. QUALITY MANAGEMENT

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

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

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

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

The University of Portsmouth complies with the Quality Assurance Agency (QAA), UK, Quality Code for Higher Education as evidenced by the QAA Higher Education Review, March 2015. Audit report can be found: https://www.qaa.ac.uk/docs/qaa/reports/university-of-portsmouth-her-15.pdf?sfvrsn=5071f581_4

The Policies in our Framework for the Maintenance and Enhancement of Academic Standards and Quality, embed quality management, monitoring and review, continuous improvement, customer satisfaction, external review by the UK QAA and other external quality audits.

In addition, the University has a range of other performance review procedures and mechanisms at all levels of the institution.

- (i) The Board of Governors monitors the Strategy through quarterly and Annual Reports from the Vice-Chancellor and other senior staff. It receives quarterly Key Performance Indicators at each Board meeting.
- (ii) The Board of Governors has agreed a harmonised approach to risk management, KPIs and progress monitoring, which is intended to work in parallel with monitoring mechanisms extant in Governors' committees (and other committees) to avoid duplication.
- (iii) In line with the CUC Higher Education Code of Governance, a Review of Effectiveness of Governance takes place at least every five years
- (iv) The University has a 'Framework for Maintenance and Enhancement of Academic Standards and Quality' which governs its taught provision:
- (v) The University has Performance Development and Review Procedures, Occupational Performance Procedures, and training and development programmes for all staff.

The University's Quality Management Division provides central support and development in relation to the University's quality assurance framework in the following ways:

- Provides professional expert advice and information to University colleagues, external bodies and partner organisations in relation to quality assurance matters
- Develops and maintains the corresponding policies, procedures and guidance
- Works closely with Academic Policy and Quality Group, Quality Assurance Committee, University Research Degrees Committee and Academic Policy Committee
- Assists with the understanding of and monitor the implementation of the University's quality assurance system
- Provides support and staff development in key quality assurance areas
- Acts as a central contact for external quality assurance activities and bodies

All quality documentation is available online via university website: <https://www.qaa.ac.uk/reviewing-higher-education/quality-assurance-reports/University-of-Portsmouth> and <https://www.port.ac.uk/about-us/structure-and-governance/policies-and-standards#search-form>

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

There is a possibility that human participants will be involved in the data collection of this project as key informants or as advisors. It is not expected that any sensitive or personal data will be required from the participants, and that the data to which they direct us will be anonymised (see page 4 'Sourcing the data'). If a new data source needs to be created, then a separate ethical process will be instigated after discussion with the FSA. There are no significant ethical issues in this project but nevertheless, we will ensure that we follow the University of Ethics Policies on Research Ethics and Data Management which can be viewed at <http://www2.port.ac.uk/research/ethics/> and <https://library.port.ac.uk/researchdata.html>

The University has an Ethics Policy and The University Ethics Committee (UEC), chaired by the Pro Vice-Chancellor with responsibility for Research and Innovation, will monitor, review and develop this Policy. The Chair is also the Research Integrity lead for the University. Faculty Ethics Committees report ethical issues and concerns via the Ethics

Subcommittee to UEC which reports directly to the University Research and Innovation Committee. The Ethical Framework of the University is subject to internal audit. This policy relates specifically to the academic activities of i) research and innovation and ii) learning and teaching. It does not apply to ethical issues relating to the wider strategic interests of the University including business partnerships and matters of procurement or investment. This business is the responsibility of the University Executive Board and/or governors, is normally negotiated at institutional level, and can be contrasted with innovation projects that are typically managed at faculty or departmental levels.

C. DATA PROTECTION

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

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

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

The University of Portsmouth has a Data Protection Policy that sets out the University's obligations under the General Data Protection Regulation (GDPR) and the Data Protection Act 2018 (DPA 2018), the actions it will take to fulfil those obligations and the responsibilities of staff and students in relation to personal data. The policy applies to all individuals who may process personal data held on behalf of the University and will be of interest to all students, staff and other individuals about whom the University might hold personal data.

The main points of the policy are:

- 1) It is necessary to collect personal data from students, staff and other individuals in order to be able to carry out the proper functions of an educational institution engaged in teaching, research and as an employer.
- 2) The University will adhere to the data protection principles as set out in the GDPR and the DPA 2018.
- 3) The University will publish information on its website about the personal and special category data that it processes in line with Article 30 of the GDPR and will keep this information up to date. The University's registration number with the Information Commissioner's Office is Z70278191.
- 4) All staff, students and other individuals have the right to access details of their own personal and special category data processed by the University.
- 5) Students and staff must provide the personal data required by the University as part of the contract they enter into to either administer their education, or to facilitate their employment, and must keep this data up to date using the student or staff self-service portals. If any details that are not included on the portals need to be updated, students should contact their own academic school / department and staff should contact HR to change these further details.
- 6) It is the responsibility of managers to ensure their staff are aware of the requirements of the data protection legislation when processing personal data.
- 7) Training in information governance matters is available to all staff from the induction process onwards. Managers should ensure all staff who are new to the University have successfully completed the induction training within three months of joining the University, and that staff who have just moved to a new post have updated their Information Governance training knowledge within one year of joining their new post.
- 8) Any deliberate or negligent breach of the requirements of the data protection legislation may result in disciplinary action being taken against the relevant member of staff or student.

In addition, the University of Portsmouth has obtained the highest level of Cyber Essential PLUS certification that provide substantial assurance that the University meets a recognised benchmark for cyber security.

D. SUSTAINABILITY

The Food Standards Agency is committed to improving sustainability in the management of operations. Procurement looks to its suppliers to help achieve this goal. You will need to demonstrate your approach to sustainability, in particular how you will apply it to this project taking into account economic, environmental and social aspects. This will

be considered as part of our selection process and you must upload your organisations sustainability policies into the eligibility criteria in Bravo.

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

The University plays a key role creating positive environmental impacts that have regional, national and international benefits through our research, innovation and teaching activities and our collaborations with industry. Our Sustainability and Environment Research Theme underpins our activities in this area and seeks to promote actions that address key societal challenges.

The University holds a ISO14001 certified Environmental Management System. The University recognises that its activities, products and services in the provision of higher education to c24,000 students have an impact on the environment locally and on a national and international basis. The University leadership team is committed to adopt environmental management practices which invest in continual environmental improvement to reduce its environmental impacts and comply with environmental legislation.

The University of Portsmouth follows its Sustainable Procurement Code of Practice December 2012:

It is University policy to:

- Incorporate where appropriate, sustainability factors into specifications, such as Government Buying Standards, eco-label criteria including FSC, MSC, EU Eco Label.
- Encourage staff to review the consumption of goods and materials and adopt best practice (Reduce, Re-use and Recycle) in their buying decisions and avoid purchasing a new item where possible.
- Use recycled paper products, where virgin pulp is not essential to the performance of the product and use items with a high recycled content where there is little difference in cost.
- Plan for the end of life of products and services and ensure that any disposal of material is carried out in an environmentally sensitive manner.
- Make procurement decisions based on a balance between economic (including whole life costs), social and environmental factors.
- Make the most of opportunities to increase local skills, employment and community benefit where possible.

It is University practice to:

- Utilise recognised standards for sustainable products.
- Consider when purchasing an item, whether it is required.
- Use recycled products such as recycled paper throughout the University, as standard.
- Utilise the contracts that have been put into place to ensure best practice such as using the Southern Universities Purchasing Consortium (SUPC) furniture contracts to ensure the FSC label or equivalent is on wood furniture.
- Consider reducing the amount of delivery for low impact items such as reducing stationery deliveries from every day to twice a week.
- Dispose of material in an environmentally sensitive manner.
- Incorporate provisions in appropriate contracts for training and employment opportunities within local communities and develop appropriate contractual provisions to deliver specific community benefits where appropriate.

E. DISSEMINATION AND EXPLOITATION (Science Projects Only)

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

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

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

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

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

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

8. SOCIAL VALUE

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

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

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

Examples that responses could include:

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

Responses should not exceed 750 words.

The University's Occupational Health Service provides advice to managers and individuals on work related health problems and health problems that can affect work. Occupational Health is a distinct branch of health care which specialises in the relationship between work and health. The University's Occupational Health Service provides advice to managers and individuals on work related health problems and health problems that can affect work, further to a referral from a Manager. During 2020, The University implemented Covid-19 Outbreak control plan and track and trace system. The University remains committed to ensuring that staff, students and members of the local community are not placed at increased risk from the pandemic. As parts of the University remain open in accordance with Government guidelines it has a number of mitigating measures aimed at minimising the spread of COVID-19 on campus, outlined below:

- Introduction of temperature monitoring
- Increased provision of hand sanitising & washing facilities
- Introduction of social distancing practices
- Room assessments with modified risk assessments
- Updated cleaning schedules and routines
- Provision of PPE to all staff and students
- Onsite testing facility for staff, students and the local community

The University has taken significant steps to invest in its online learning provision to mitigate any potential disadvantage to students part way through their academic year. The benefits of which will continue to support students throughout the Covid recovery.

Staff who can work from home are continuing to do so and the University seeks to ensure that staff are supported to undertake their duties safely, including the provision of equipment for use at home and retraining on safe office working

practices in a home environment. The University is reviewing its policies with relation to working from home to investigate the opportunities to reduce the number of staff travelling in and out of the city post-Covid.

New support for health and wellbeing in policies, guidances and training courses are available to all staff in:

- Health and Wellbeing guidance and resources for staff working from home
- Mental health guidance and check in telephone services
- Mental fitness app
- Health and Safety home working assessment and checklist
- Webinars on health and wellbeing

In addition, The University is committed in creating a working, learning, cultural and social environment that is based on dignity and respect, where difference is valued and celebrated, enriching our community. We aim to ensure all staff and students are supported in being able to reach their full potential, to contribute fully, and derive maximum benefit and enjoyment from their involvement in the life of the University. To achieve this the University lays out the following basic commitments: You can expect:

- To be treated with dignity and respect;
- Not to be bullied, harassed, abused, intimidated or victimised;
- To be provided with relevant support, guidance and training.

Our responsibilities are:

- To treat members of the University with dignity and respect, meeting the standards laid down in the University Dignity and Respect Policy;
- Not to bully, harass, abuse or intimidate or victimise others;
- To ensure you have clear understanding of related University policy
- To positively support measures introduced to advance equality, diversity, inclusion and eliminate discrimination.

The University requires all members of our community to commit to these responsibilities, proactively supporting and upholding them at all times. In addition the University will comply with all relevant legislation and strive to go beyond the legal requirement through supporting, whenever possible, best practice in areas of equality, diversity and inclusion. We also provide support, guidance and training to the university community to facilitate the delivery of these commitments through a range of openly accessible policies and core training modules listed below:

- UoP Strategy 2015-2020
- Equality Objectives
- Religion and Belief Policy
- Gender Reassignment and Trans Policy
- Dignity and Respect Policy
- Equality and Diversity In The Workplace course
- Unconscious Bias Awareness course
- Anti-Bullying And Harassment course
- Transgender Awareness course
- Disability Awareness course

Athena Swan

In April 2018 the University of Portsmouth retained its Athena SWAN Bronze Award, recognising our commitment to gender equality. We are ambitious for the future, and as well as a programme of school and department submissions and re-submissions over the next four years, we will be going for a Silver Athena SWAN award in 2021.

University Equality and Diversity Committee

The established University Equality and Diversity Committee has governance over issues covered by statute (gender, ethnicity, disability, religion and belief, sexual orientation, transgender and age) but can extend to other issues considered relevant by the Committee or referred to it from elsewhere in the University.

Schedule 5 (Commercially Sensitive Information)

Not Used.

Schedule 13 (Contract Management)

1. Definitions

- 1.1 In this Schedule, the following words shall have the following meanings and they shall supplement Schedule 1 (Definitions):

"Project Manager" the manager appointed in accordance with paragraph 2.1 of this Schedule;

2. Project Management

- 2.1 The Supplier and the Buyer shall each appoint a Project Manager for the purposes of this Contract through whom the provision of the Services and the Deliverables shall be managed day-to-day.
- 2.2 The Parties shall ensure that appropriate resource is made available on a regular basis such that the aims, objectives and specific provisions of this Contract can be fully realised.
- 2.3 Without prejudice to paragraph 4 below, the Parties agree to operate the boards specified as set out in the Annex to this Schedule.

3. Role of the Supplier Project Manager

- 3.1 The Supplier Project Manager shall be:
- 3.1.1 the primary point of contact to receive communication from the Buyer and will also be the person primarily responsible for providing information to the Buyer;
 - 3.1.2 able to delegate his position to another person at the Supplier but must inform the Buyer before proceeding with the delegation and it will be delegated person's responsibility to fulfil the Project Manager's responsibilities and obligations;
 - 3.1.3 able to cancel any delegation and recommence the position himself; and
 - 3.1.4 replaced only after the Buyer has received notification of the proposed change.
- 3.2 The Buyer may provide revised instructions to the Supplier's Project Manager in regards to the Contract and it will be the Supplier Project Manager's responsibility to ensure the information is provided to the Supplier and the actions implemented.
- 3.3 Receipt of communication from the Supplier Project Manager by the Buyer does not absolve the Supplier from its responsibilities, obligations or liabilities under the Contract.

4. Contract Risk Management

- 4.1 Both Parties shall pro-actively manage risks attributed to them under the terms of this Contract.
- 4.2 The Supplier shall develop, operate, maintain and amend, as agreed with the Buyer, processes for:
 - 4.2.1 the identification and management of risks;
 - 4.2.2 the identification and management of issues; and
 - 4.2.3 monitoring and controlling project plans.
- 4.3 The Supplier allows the Buyer to inspect at any time within working hours the accounts and records which the Supplier is required to keep.
- 4.4 The Supplier will maintain a risk register of the risks relating to the Contract which the Buyer and the Supplier have identified.

Schedule 16 (Security)

Part A: Short Form Security Requirements

1. Definitions

- 1.1 In this Schedule, the following words shall have the following meanings and they shall supplement Schedule 1 (Definitions):

"Breach of Security"	<p>the occurrence of:</p> <ul style="list-style-type: none">a) any unauthorised access to or use of the Deliverables, the Sites and/or any Information and Communication Technology ("ICT"), information or data (including the Confidential Information and the Government Data) used by the Buyer and/or the Supplier in connection with this Contract; and/orb) the loss and/or unauthorised disclosure of any information or data (including the Confidential Information and the Government Data), including any copies of such information or data, used by the Buyer and/or the Supplier in connection with this Contract, <p>in either case as more particularly set out in the Security Policy where the Buyer has required compliance therewith in accordance with paragraph 2.2;</p>
"Security Management Plan"	<p>the Supplier's security management plan prepared pursuant to this Schedule, a draft of which has been provided by the Supplier to the Buyer and as updated from time to time.</p>

2. Complying with security requirements and updates to them

- 2.1 The Supplier shall comply with the requirements in this Schedule in respect of the Security Management Plan. Where specified by a Buyer it shall also comply with the Security Policy and shall ensure that the Security Management Plan produced by the Supplier fully complies with the Security Policy.
- 2.2 Where the Security Policy applies the Buyer shall notify the Supplier of any changes or proposed changes to the Security Policy.
- 2.3 If the Supplier believes that a change or proposed change to the Security Policy will have a material and unavoidable cost implication to the provision of the Deliverables it may propose a Variation to the Buyer. In doing so, the Supplier must support its request by providing evidence of the cause of any increased costs and the steps that it has taken to mitigate those costs. Any change to the Charges shall be subject to the Variation Procedure.

- 2.4 Until and/or unless a change to the Charges is agreed by the Buyer pursuant to the Variation Procedure the Supplier shall continue to provide the Deliverables in accordance with its existing obligations.

3. Security Standards

- 3.1 The Supplier acknowledges that the Buyer places great emphasis on the reliability of the performance of the Deliverables, confidentiality, integrity and availability of information and consequently on security.
- 3.2 The Supplier shall be responsible for the effective performance of its security obligations and shall at all times provide a level of security which:
- 3.2.1 is in accordance with the Law and this Contract;
 - 3.2.2 as a minimum demonstrates Good Industry Practice;
 - 3.2.3 meets any specific security threats of immediate relevance to the Deliverables and/or the Government Data; and
 - 3.2.4 where specified by the Buyer in accordance with paragraph 2.2 complies with the Security Policy and the ICT Policy.
- 3.3 The references to standards, guidance and policies contained or set out in Paragraph 3.2 shall be deemed to be references to such items as developed and updated and to any successor to or replacement for such standards, guidance and policies, as notified to the Supplier from time to time.
- 3.4 In the event of any inconsistency in the provisions of the above standards, guidance and policies, the Supplier should notify the Buyer's Representative of such inconsistency immediately upon becoming aware of the same, and the Buyer's Representative shall, as soon as practicable, advise the Supplier which provision the Supplier shall be required to comply with.

4. Security Management Plan

4.1 Introduction

- 4.1.1 The Supplier shall develop and maintain a Security Management Plan in accordance with this Schedule. The Supplier shall thereafter comply with its obligations set out in the Security Management Plan.

4.2 Content of the Security Management Plan

- 4.2.1 The Security Management Plan shall:
- (a) comply with the principles of security set out in Paragraph 3 and any other provisions of this Contract relevant to security;
 - (b) identify the necessary delegated organisational roles for those responsible for ensuring it is complied with by the Supplier;
 - (c) detail the process for managing any security risks from Subcontractors and third parties authorised by the Buyer with access to the Deliverables, processes associated with the provision of the Deliverables, the Buyer Premises, the Sites and any ICT, Information and data (including the Buyer's Confidential Information)

and the Government Data) and any system that could directly or indirectly have an impact on that Information, data and/or the Deliverables;

- (d) be developed to protect all aspects of the Deliverables and all processes associated with the provision of the Deliverables, including the Buyer Premises, the Sites, and any ICT, Information and data (including the Buyer's Confidential Information and the Government Data) to the extent used by the Buyer or the Supplier in connection with this Contract or in connection with any system that could directly or indirectly have an impact on that Information, data and/or the Deliverables;
- (e) set out the security measures to be implemented and maintained by the Supplier in relation to all aspects of the Deliverables and all processes associated with the provision of the Goods and/or Services and shall at all times comply with and specify security measures and procedures which are sufficient to ensure that the Deliverables comply with the provisions of this Contract;
- (f) set out the plans for transitioning all security arrangements and responsibilities for the Supplier to meet the full obligations of the security requirements set out in this Contract and, where necessary in accordance with paragraph 2.2 the Security Policy; and
- (g) be written in plain English in language which is readily comprehensible to the staff of the Supplier and the Buyer engaged in the provision of the Deliverables and shall only reference documents which are in the possession of the Parties or whose location is otherwise specified in this Schedule.

4.3 Development of the Security Management Plan

- 4.3.1 Within twenty (20) Working Days after the Start Date and in accordance with Paragraph 4.4, the Supplier shall prepare and deliver to the Buyer for Approval a fully complete and up to date Security Management Plan which will be based on the draft Security Management Plan.
- 4.3.2 If the Security Management Plan submitted to the Buyer in accordance with Paragraph 4.3.1, or any subsequent revision to it in accordance with Paragraph 4.4, is Approved it will be adopted immediately and will replace the previous version of the Security Management Plan and thereafter operated and maintained in accordance with this Schedule. If the Security Management Plan is not Approved, the Supplier shall amend it within ten (10) Working Days of a notice of non-approval from the Buyer and re-submit to the Buyer for Approval. The Parties will use all reasonable endeavours to ensure that the approval process takes as little time as possible and in any event no longer than fifteen (15) Working Days from the date of its first submission to the Buyer. If the Buyer does not approve the Security Management Plan following its resubmission, the matter will be resolved in accordance with the Dispute Resolution Procedure.

- 4.3.3 The Buyer shall not unreasonably withhold or delay its decision to Approve or not the Security Management Plan pursuant to Paragraph 4.3.2. However a refusal by the Buyer to Approve the Security Management Plan on the grounds that it does not comply with the requirements set out in Paragraph 4.2 shall be deemed to be reasonable.
- 4.3.4 Approval by the Buyer of the Security Management Plan pursuant to Paragraph 4.3.2 or of any change to the Security Management Plan in accordance with Paragraph 4.4 shall not relieve the Supplier of its obligations under this Schedule.

4.4 Amendment of the Security Management Plan

- 4.4.1 The Security Management Plan shall be fully reviewed and updated by the Supplier at least annually to reflect:
- (a) emerging changes in Good Industry Practice;
 - (b) any change or proposed change to the Deliverables and/or associated processes;
 - (c) where necessary in accordance with paragraph 2.2, any change to the Security Policy;
 - (d) any new perceived or changed security threats; and
 - (e) any reasonable change in requirements requested by the Buyer.
- 4.4.2 The Supplier shall provide the Buyer with the results of such reviews as soon as reasonably practicable after their completion and amendment of the Security Management Plan at no additional cost to the Buyer. The results of the review shall include, without limitation:
- (a) suggested improvements to the effectiveness of the Security Management Plan;
 - (b) updates to the risk assessments; and
 - (c) suggested improvements in measuring the effectiveness of controls.
- 4.4.3 Subject to Paragraph 4.4.4, any change or amendment which the Supplier proposes to make to the Security Management Plan (as a result of a review carried out in accordance with Paragraph 4.4.1, a request by the Buyer or otherwise) shall be subject to the Variation Procedure.
- 4.4.4 The Buyer may, acting reasonably, Approve and require changes or amendments to the Security Management Plan to be implemented on timescales faster than set out in the Variation Procedure but, without prejudice to their effectiveness, all such changes and amendments shall thereafter be subject to the Variation Procedure for the purposes of formalising and documenting the relevant change or amendment.

5. Security breach

5.1 Either Party shall notify the other in accordance with the agreed security incident management process (as detailed in the Security Management Plan) upon becoming aware of any Breach of Security or any potential or attempted Breach of Security.

5.2 Without prejudice to the security incident management process, upon becoming aware of any of the circumstances referred to in Paragraph 5.1, the Supplier shall:

5.2.1 immediately take all reasonable steps (which shall include any action or changes reasonably required by the Buyer) necessary to:

- (a) minimise the extent of actual or potential harm caused by any Breach of Security;
- (b) remedy such Breach of Security to the extent possible and protect the integrity of the Buyer and the provision of the Goods and/or Services to the extent within its control against any such Breach of Security or attempted Breach of Security;
- (c) prevent an equivalent breach in the future exploiting the same cause failure; and
- (d) as soon as reasonably practicable provide to the Buyer, where the Buyer so requests, full details (using the reporting mechanism defined by the Security Management Plan) of the Breach of Security or attempted Breach of Security, including a cause analysis where required by the Buyer.

5.3 In the event that any action is taken in response to a Breach of Security or potential or attempted Breach of Security that demonstrates non-compliance of the Security Management Plan with the Security Policy (where relevant in accordance with paragraph 2.2) or the requirements of this Schedule, then any required change to the Security Management Plan shall be at no cost to the Buyer.

Schedule 20 (Processing Data)

Status of the Controller

1. The Parties acknowledge that for the purposes of the Data Protection Legislation, the nature of the activity carried out by each of them in relation to their respective obligations under a Contract dictates the status of each party under the DPA. A Party may act as:
 - (a) “Controller” in respect of the other Party who is “Processor”;
 - (b) “Processor” in respect of the other Party who is “Controller”;
 - (c) “Joint Controller” with the other Party;
 - (d) “Independent Controller” of the Personal Data where the other Party is also “Controller”,

in respect of certain Personal Data under a Contract and shall specify in Annex 1 (*Processing Personal Data*) which scenario they think shall apply in each situation.

Where one Party is Controller and the other Party its Processor

2. Where a Party is a Processor, the only Processing that it is authorised to do is listed in Annex 1 (*Processing Personal Data*) by the Controller.
3. The Processor shall notify the Controller immediately if it considers that any of the Controller’s instructions infringe the Data Protection Legislation.
4. The Processor shall provide all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment prior to commencing any Processing. Such assistance may, at the discretion of the Controller, include:
 - (a) a systematic description of the envisaged Processing and the purpose of the Processing;
 - (b) an assessment of the necessity and proportionality of the Processing in relation to the Services;
 - (c) an assessment of the risks to the rights and freedoms of Data Subjects; and
 - (d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
5. The Processor shall, in relation to any Personal Data Processed in connection with its obligations under the Contract:
 - (a) Process that Personal Data only in accordance with Annex 1 (*Processing Personal Data*), unless the Processor is required to do otherwise by Law. If it is

so required the Processor shall notify the Controller before Processing the Personal Data unless prohibited by Law;

- (b) ensure that it has in place Protective Measures, including in the case of the Supplier the measures set out in Clause 14.3 of the Core Terms, which the Controller may reasonably reject (but failure to reject shall not amount to approval by the Controller of the adequacy of the Protective Measures) having taken account of the:
 - (i) nature of the data to be protected;
 - (ii) harm that might result from a Personal Data Breach;
 - (iii) state of technological development; and
 - (iv) cost of implementing any measures;
- (c) ensure that :
 - (i) the Processor Personnel do not Process Personal Data except in accordance with the Contract (and in particular Annex 1 (*Processing Personal Data*));
 - (ii) it takes all reasonable steps to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:
 - (A) are aware of and comply with the Processor's duties under this Schedule 20, Clauses 14 (*Data protection*), 15 (*What you must keep confidential*) and 16 (*When you can share information*);
 - (B) are subject to appropriate confidentiality undertakings with the Processor or any Subprocessor;
 - (C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Controller or as otherwise permitted by the Contract; and
 - (D) have undergone adequate training in the use, care, protection and handling of Personal Data;
- (d) not transfer Personal Data outside of the EU unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:
 - (i) the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Controller;
 - (ii) the Data Subject has enforceable rights and effective legal remedies;
 - (iii) the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Controller in meeting its obligations); and

- (iv) the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the Processing of the Personal Data; and
 - (e) at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the Contract unless the Processor is required by Law to retain the Personal Data.
6. Subject to paragraph 7 of this Schedule 20, the Processor shall notify the Controller immediately if in relation to it Processing Personal Data under or in connection with the Contract 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 the Contract;
 - (e) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
 - (f) becomes aware of a Personal Data Breach.
7. The Processor's obligation to notify under paragraph 6 of this Schedule 20 shall include the provision of further information to the Controller, as details become available.
8. Taking into account the nature of the Processing, the Processor shall provide the Controller with assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under paragraph 6 of this Schedule 20 (and insofar as possible within the timescales reasonably required by the Controller) including by immediately providing:
- (a) the Controller with full details and copies of the complaint, communication or request;
 - (b) such assistance as is reasonably requested by the Controller to enable it to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
 - (c) the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;
 - (d) assistance as requested by the Controller following any Personal Data Breach; and/or
 - (e) assistance as requested by the Controller with respect to any request from the Information Commissioner's Office, or any consultation by the Controller with the Information Commissioner's Office.

9. The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this Schedule 20. This requirement does not apply where the Processor employs fewer than 250 staff, unless:
 - (a) the Controller determines that the Processing is not occasional;
 - (b) the Controller determines the Processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; or
 - (c) the Controller determines that the Processing is likely to result in a risk to the rights and freedoms of Data Subjects.
10. The Processor shall allow for audits of its Data Processing activity by the Controller or the Controller's designated auditor.
11. The Parties shall designate a Data Protection Officer if required by the Data Protection Legislation.
12. Before allowing any Subprocessor to Process any Personal Data related to the Contract, the Processor must:
 - (a) notify the Controller in writing of the intended Subprocessor and Processing;
 - (b) obtain the written consent of the Controller;
 - (c) enter into a written agreement with the Subprocessor which give effect to the terms set out in this Schedule 20 such that they apply to the Subprocessor; and
 - (d) provide the Controller with such information regarding the Subprocessor as the Controller may reasonably require.
13. The Processor shall remain fully liable for all acts or omissions of any of its Subprocessors.
14. The Buyer may, at any time on not less than 30 Working Days' notice, revise this Schedule 20 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to the Contract).
15. The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Buyer may on not less than 30 Working Days' notice to the Supplier amend the Contract to ensure that it complies with any guidance issued by the Information Commissioner's Office.

Where the Parties are Joint Controllers of Personal Data

16. In the event that the Parties are Joint Controllers in respect of Personal Data under the Contract, the Parties shall implement paragraphs that are necessary to comply with GDPR Article 26 based on the terms set out in Annex 2 to this Schedule 20 (*Processing Data*).

Independent Controllers of Personal Data

17. With respect to Personal Data provided by one Party to another Party for which each Party acts as Controller but which is not under the Joint Control of the Parties, each Party undertakes to comply with the applicable Data Protection Legislation in respect of their Processing of such Personal Data as Controller.
18. Each Party shall Process the Personal Data in compliance with its obligations under the Data Protection Legislation and not do anything to cause the other Party to be in breach of it.
19. Where a Party has provided Personal Data to the other Party in accordance with paragraph 7 of this Schedule 20 above, the recipient of the Personal Data will provide all such relevant documents and information relating to its data protection policies and procedures as the other Party may reasonably require.
20. The Parties shall be responsible for their own compliance with Articles 13 and 14 GDPR in respect of the Processing of Personal Data for the purposes of the Contract.
21. The Parties shall only provide Personal Data to each other:
 - (a) to the extent necessary to perform their respective obligations under the Contract;
 - (b) in compliance with the Data Protection Legislation (including by ensuring all required data privacy information has been given to affected Data Subjects to meet the requirements of Articles 13 and 14 of the GDPR); and
 - (c) where it has recorded it in Annex 1 (*Processing Personal Data*).
22. Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, each Party shall, with respect to its Processing of Personal Data as Independent Controller, implement and maintain appropriate technical and organisational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1)(a), (b), (c) and (d) of the GDPR, and the measures shall, at a minimum, comply with the requirements of the Data Protection Legislation, including Article 32 of the GDPR.
23. A Party Processing Personal Data for the purposes of the Contract shall maintain a record of its Processing activities in accordance with Article 30 GDPR and shall make the record available to the other Party upon reasonable request.
24. Where a Party receives a request by any Data Subject to exercise any of their rights under the Data Protection Legislation in relation to the Personal Data provided to it by the other Party pursuant to the Contract (**“Request Recipient”**):

- (a) the other Party shall provide any information and/or assistance as reasonably requested by the Request Recipient to help it respond to the request or correspondence, at the cost of the Request Recipient; or
 - (b) where the request or correspondence is directed to the other Party and/or relates to that other Party's Processing of the Personal Data, the Request Recipient will:
 - (i) promptly, and in any event within five (5) Working Days of receipt of the request or correspondence, inform the other Party that it has received the same and shall forward such request or correspondence to the other Party; and
 - (ii) provide any information and/or assistance as reasonably requested by the other Party to help it respond to the request or correspondence in the timeframes specified by Data Protection Legislation.
25. Each Party shall promptly notify the other Party upon it becoming aware of any Personal Data Breach relating to Personal Data provided by the other Party pursuant to the Contract and shall:
- (a) do all such things as reasonably necessary to assist the other Party in mitigating the effects of the Personal Data Breach;
 - (b) implement any measures necessary to restore the security of any compromised Personal Data;
 - (c) work with the other Party to make any required notifications to the Information Commissioner's Office and affected Data Subjects in accordance with the Data Protection Legislation (including the timeframes set out therein); and
 - (d) not do anything which may damage the reputation of the other Party or that Party's relationship with the relevant Data Subjects, save as required by Law.
26. Personal Data provided by one Party to the other Party may be used exclusively to exercise rights and obligations under the Contract as specified in Annex 1 (*Processing Personal Data*).
27. Personal Data shall not be retained or processed for longer than is necessary to perform each Party's respective obligations under the Contract which is specified in Annex 1 (*Processing Personal Data*).
28. Notwithstanding the general application of paragraphs 2 to 15 of this Schedule 20 to Personal Data, where the Supplier is required to exercise its regulatory and/or legal obligations in respect of Personal Data, it shall act as an Independent Controller of Personal Data in accordance with paragraphs 16 to 27 of this Schedule 20.

Annex 1 - Processing Personal Data

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

- 1.1 [REDACTED]
1.2 [REDACTED]
1.3 The Processor shall comply with any further written instructions with respect to Processing by the Controller.
1.4 Any such further instructions shall be incorporated into this Annex.

Description	Details
Identity of Controller for each Category of Personal Data	<p>The Buyer is Controller and the Supplier is Processor</p> <p>The Parties acknowledge that in accordance with paragraph 2 to paragraph 15 and for the purposes of the Data Protection Legislation, the Buyer is the Controller and the Supplier is the Processor of the following Personal Data:</p> <p>Personal data will only be collected if it is necessary to conduct interviews as part of the data collection, which is a contingency plan if no other data is available. The personal data collected will be –</p> <p>name,</p> <p>email address,</p> <p>role,</p> <p>location of interview.</p>
Duration of the Processing	<p>The processing will only take place if no other data is available and will occur during the lifetime of the project, that is, between 1 May 2021 until 30 June 2022 (with a possible extension until 31 December 2022). The contract requires data to be kept for 7 years after the completion of the contract, so data may be held until possibly 31 December 2029, but only if the data is held in an identifiable format</p>

Nature and purposes of the Processing	<p>The personal data will be collected in person from those individuals taking part in interviews for data collection to inform this research. The personal data (if not anonymised) will be held on secure University servers in line with usual University procedures and will not be shared with anyone outside of the project / University.</p> <p>The purpose of processing the data is to record an interview but the data will be anonymised as soon as possible and the personal data deleted as soon as the final outputs of the project are complete.</p> <p>The legal basis for the processing will be that the processing is that the data subject (the interviewee) has given their consent to the processing for the purpose of the research project set out in this document.</p>
Type of Personal Data	<p>Name,</p> <p>Email address,</p> <p>role,</p> <p>location of interview</p>
Categories of Data Subject	<p>Experts in the fields in which we need data e.g. Health Policy.</p>
<p>Plan for return and destruction of the data once the Processing is complete</p> <p>UNLESS requirement under Union or Member State law to preserve that type of data</p>	<p>The personal data will be anonymised. There is no intention to share this data with the FSA</p>

Schedule 21 (Variation Form)

This form is to be used in order to change a contract in accordance with Clause 24 of the Core Terms (Changing the Contract)

Contract Details		
This variation is between:	[Buyer] ("the Buyer") And [insert] name of Supplier ("the Supplier")	
Contract name:	[insert] name of contract to be changed ("the Contract")	
Contract reference number:	[insert] contract reference number	
Details of Proposed Variation		
Variation initiated by:	[delete] as applicable: Buyer/Supplier]	
Variation number:	[insert] variation number	
Date variation is raised:	[insert] date	
Proposed variation		
Reason for the variation:	[insert] reason	
An Impact Assessment shall be provided within:	[insert] number days	
Impact of Variation		
Likely impact of the proposed variation:	[Supplier to insert] assessment of impact]	
Outcome of Variation		
Contract variation:	This Contract detailed above is varied as follows: <ul style="list-style-type: none"> [Buyer to insert] original Clauses or Paragraphs to be varied and the changed clause] 	
Financial variation:	Original Contract Value:	£ [insert] amount
	Additional cost due to variation:	£ [insert] amount
	New Contract value:	£ [insert] amount

1. This Variation must be agreed and signed by both Parties to the Contract and shall only be effective from the date it is signed by the Buyer
2. Words and expressions in this Variation shall have the meanings given to them in the Contract.
3. The Contract, including any previous Variations, shall remain effective and unaltered except as amended by this Variation.

Signed by an authorised signatory for and on behalf of the Buyer

Signature

Date

Name (in Capitals)

Address

Signed by an authorised signatory to sign for and on behalf of the Supplier

Signature

Date

Name (in Capitals)

Address

Schedule 22 (Insurance Requirements)

1. The insurance you need to have

1.1 The Supplier shall take out and maintain or procure the taking out and maintenance of the insurances as set out in the Annex to this Schedule and any other insurances as may be required by applicable Law (together the “**Insurances**”). The Supplier shall ensure that each of the Insurances is effective no later than

the Start Date in respect of those Insurances set out in the Annex to this Schedule and those required by applicable Law; and

1.2 The Insurances shall be:

1.2.1 maintained in accordance with Good Industry Practice;

1.2.2 (so far as is reasonably practicable) on terms no less favourable than those generally available to a prudent contractor in respect of risks insured in the international insurance market from time to time;

1.2.3 taken out and maintained with insurers of good financial standing and good repute in the international insurance market; and

1.2.4 maintained for at least six (6) years after the End Date.

1.3 The Supplier shall ensure that the public and products liability policy contain an indemnity to principals clause under which the Buyer shall be indemnified in respect of claims made against the Buyer in respect of death or bodily injury or third party property damage arising out of or in connection with the Deliverables and for which the Supplier is legally liable.

2. How to manage the insurance

2.1 Without limiting the other provisions of this Contract, the Supplier shall:

2.1.1 take or procure the taking of all reasonable risk management and risk control measures in relation to Deliverables as it would be reasonable to expect of a prudent contractor acting in accordance with Good Industry Practice, including the investigation and reports of relevant claims to insurers;

2.1.2 promptly notify the insurers in writing of any relevant material fact under any Insurances of which the Supplier is or becomes aware; and

2.1.3 hold all policies in respect of the Insurances and cause any insurance broker effecting the Insurances to hold any insurance slips and other evidence of placing cover representing any of the Insurances to which it is a party.

3. What happens if you aren't insured

- 3.1 The Supplier shall not take any action or fail to take any action or (insofar as is reasonably within its power) permit anything to occur in relation to it which would entitle any insurer to refuse to pay any claim under any of the Insurances.
- 3.2 Where the Supplier has failed to purchase or maintain any of the Insurances in full force and effect, the Buyer may elect (but shall not be obliged) following written notice to the Supplier to purchase the relevant Insurances and recover the reasonable premium and other reasonable costs incurred in connection therewith as a debt due from the Supplier.

4. Evidence of insurance you must provide

- 4.1 The Supplier shall upon the Start Date and within 15 Working Days after the renewal of each of the Insurances, provide evidence, in a form satisfactory to the Buyer, that the Insurances are in force and effect and meet in full the requirements of this Schedule.

5. Making sure you are insured to the required amount

- 5.1 The Supplier shall ensure that any Insurances which are stated to have a minimum limit "in the aggregate" are maintained at all times for the minimum limit of indemnity specified in this Contract and if any claims are made which do not relate to this Contract then the Supplier shall notify the Buyer and provide details of its proposed solution for maintaining the minimum limit of indemnity.

6. Cancelled Insurance

- 6.1 The Supplier shall notify the Buyer in writing at least five (5) Working Days prior to the cancellation, suspension, termination or non-renewal of any of the Insurances.
- 6.2 The Supplier shall ensure that nothing is done which would entitle the relevant insurer to cancel, rescind or suspend any insurance or cover, or to treat any insurance, cover or claim as voided in whole or part. The Supplier shall use all reasonable endeavours to notify the Buyer (subject to third party confidentiality obligations) as soon as practicable when it becomes aware of any relevant fact, circumstance or matter which has caused, or is reasonably likely to provide grounds to, the relevant insurer to give notice to cancel, rescind, suspend or void any insurance, or any cover or claim under any insurance in whole or in part.

7. Insurance claims

- 7.1 The Supplier shall promptly notify to insurers any matter arising from, or in relation to, the Deliverables, or the Contract for which it may be entitled to claim under any of the Insurances. In the event that the Buyer receives a claim relating to or arising out of the Contract or the Deliverables, the Supplier shall co-operate

with the Buyer and assist it in dealing with such claims including without limitation providing information and documentation in a timely manner.

- 7.2 Except where the Buyer is the claimant party, the Supplier shall give the Buyer notice within twenty (20) Working Days after any insurance claim in excess of 10% of the sum required to be insured pursuant to Paragraph 5.1 relating to or arising out of the provision of the Deliverables or this Contract on any of the Insurances or which, but for the application of the applicable policy excess, would be made on any of the Insurances and (if required by the Buyer) full details of the incident giving rise to the claim.
- 7.3 Where any Insurance requires payment of a premium, the Supplier shall be liable for and shall promptly pay such premium.
- 7.4 Where any Insurance is subject to an excess or deductible below which the indemnity from insurers is excluded, the Supplier shall be liable for such excess or deductible. The Supplier shall not be entitled to recover from the Buyer any sum paid by way of excess or deductible under the Insurances whether under the terms of this Contract or otherwise.

ANNEX: REQUIRED INSURANCES

1. The Supplier shall hold the following insurance cover from the Start Date in accordance with this Schedule:
 - 1.1 professional indemnity insurance [with cover (for a single event or a series of related events and in the aggregate) of not less than] ten million pounds (£5,000,000);
 - 1.2 public liability insurance [with cover (for a single event or a series of related events and in the aggregate)] of not less than ten million pounds (£5,000,000); and
 - 1.3 employers' liability insurance [with cover (for a single event or a series of related events and in the aggregate) of not less than] ten million pounds (£5,000,000).

Schedule 27 (Key Subcontractors)

1. Restrictions on certain subcontractors

- 1.1 The Supplier is entitled to sub-contract its obligations under the Contract to the Key Subcontractors set out in the Award Form.
- 1.2 Where during the Contract Period the Supplier wishes to enter into a new Key Sub-contract or replace a Key Subcontractor, it must obtain the prior written consent of the Buyer and the Supplier shall, at the time of requesting such consent, provide the Buyer with the information detailed in Paragraph 1.4. The decision of the Buyer to consent or not will not be unreasonably withheld or delayed. Where the Buyer consents to the appointment of a new Key Subcontractor then they will be added to Key Subcontractor section of the Award Form. The Buyer may reasonably withhold their consent to the appointment of a Key Subcontractor if it considers that:
 - 1.2.1 the appointment of a proposed Key Subcontractor may prejudice the provision of the Deliverables or may be contrary to its interests;
 - 1.2.2 the proposed Key Subcontractor is unreliable and/or has not provided reliable goods and or reasonable services to its other customers; and/or
 - 1.2.3 the proposed Key Subcontractor employs unfit persons.
- 1.3 The Supplier shall provide the Buyer with the following information in respect of the proposed Key Subcontractor:
 - 1.3.1 the proposed Key Subcontractor's name, registered office and company registration number;
 - 1.3.2 the scope/description of any Deliverables to be provided by the proposed Key Subcontractor;
 - 1.3.3 where the proposed Key Subcontractor is an Affiliate of the Supplier, evidence that demonstrates to the reasonable satisfaction of the Buyer that the proposed Key Sub-Contract has been agreed on "arm's-length" terms;
 - 1.3.4 the Key Sub-Contract price expressed as a percentage of the total projected Charges over the Contract Period; and
 - 1.3.5 (where applicable) Credit Rating Threshold (as defined in Schedule 24 (Financial Distress)) of the Key Subcontractor.
- 1.4 If requested by the Buyer, within ten (10) Working Days of receipt of the information provided by the Supplier pursuant to Paragraph 1.3, the Supplier shall also provide:
 - 1.4.1 a copy of the proposed Key Sub-Contract; and

1.4.2 any further information reasonably requested by the Buyer.

1.5 The Supplier shall ensure that each new or replacement Key Sub-Contract shall include:

1.5.1 provisions which will enable the Supplier to discharge its obligations under the Contract;

1.5.2 a right under CRTPA for the Buyer to enforce any provisions under the Key Sub-Contract which confer a benefit upon the Buyer;

1.5.3 a provision enabling the Buyer to enforce the Key Sub-Contract as if it were the Supplier;

1.5.4 a provision enabling the Supplier to assign, novate or otherwise transfer any of its rights and/or obligations under the Key Sub-Contract to the Buyer;

1.5.5 obligations no less onerous on the Key Subcontractor than those imposed on the Supplier under the Contract in respect of:

(a) the data protection requirements set out in Clause 14 (Data protection);

(b) the FOIA and other access request requirements set out in Clause 16 (When you can share information);

(c) the obligation not to embarrass the Buyer or otherwise bring the Buyer into disrepute;

(d) the keeping of records in respect of the goods and/or services being provided under the Key Sub-Contract, including the maintenance of Open Book Data; and

(e) the conduct of audits set out in Clause 6 (Record keeping and reporting);

1.5.6 provisions enabling the Supplier to terminate the Key Sub-Contract on notice on terms no more onerous on the Supplier than those imposed on the Buyer under Clauses 10.4 (When the Buyer can end this contract) and 10.5 (What happens if the contract ends) of this Contract; and

1.5.7 a provision restricting the ability of the Key Subcontractor to sub-contract all or any part of the provision of the Deliverables provided to the Supplier under the Key Sub-Contract without first seeking the written consent of the Buyer.