



Department
for Environment
Food & Rural Affairs

Nobel House
Smith Square, London
SW1P 3JR

T: 03459 335577
helpline@defra.gov.uk
www.gov.uk/defra

[REDACTED]
Kantar Public UK
4 Millbank
Westminster
SW1P 3JA

Our ref: ecm_62541
Date: 01/11/2021

Dear [REDACTED]

Award of contract for the supply of GREAT International Research services

Following your proposal for the supply of international research services to the “Food is GREAT” campaign to the Department for the Environment, Food and Rural Affairs we are pleased to award this contract to you.

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

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

1. The specification and charges for the Services shall be as set out in Annex 2 – Supplier’s Proposal.
2. The Term shall commence on 04 October 2021 and the Expiry Date shall be 31 March 2022.
3. The address for notices of the Parties are:

Authority	Supplier
Nobel House Smith Square, London SW1P 3JR Attention: [REDACTED] [REDACTED] Email: [REDACTED]	Kantar Public UK 4 Millbank Westminster SW1P 3JA Attention: [REDACTED] Email: [REDACTED]

4. The following persons are Key Personnel for the purposes of the Agreement:

Name	Title
[REDACTED]	[REDACTED]

5. The Authority may require the Supplier to ensure that any person employed in the provision of the Services has undertaken a Disclosure and Barring Service check. The Supplier shall ensure that no person who discloses that he/she has a conviction that is relevant to the nature of the Services, relevant to the work of the Authority, or is of a type otherwise advised by the Authority (each such conviction a “**Relevant Conviction**”), or is found by the Supplier to have a Relevant Conviction (whether as a result of a police check, a Disclosure and Barring Service check or otherwise) is employed or engaged in the provision of any part of the Services.

Payment

Our preference is for all invoices to be sent electronically, quoting a valid purchase order number (PO Number), to [REDACTED]. Within 10 working days of receipt of your countersigned copy of this letter, we will send you a unique PO Number. You must be in receipt of a valid PO Number before submitting an invoice.

To avoid delay in payment it is important that the invoice is compliant and that it includes a valid PO Number, PO Number item number (if applicable) and the details (name and telephone number) of your Authority contact (i.e. Contract Manager). Non-compliant invoices will be sent back to you, which may lead to a delay in payment. If you have a query regarding an outstanding payment please contact our Accounts Payable section by email to [REDACTED] between 09:00-17:00 Monday to Friday.

Liaison

For general liaison your contact will continue to be [REDACTED].

We thank you for your co-operation to date, and look forward to forging a successful working relationship resulting in a smooth and successful delivery of the Services. The Authority would be grateful if you could arrange the contract to be executed, by way of electronic signature, on behalf of Kantar Public UK and within 7 days.

Yours faithfully,

[REDACTED]

[REDACTED]

Execution of this award notification letter is carried out in accordance with EU Directive 99/93 (Community framework for electronic signatures) and the Electronic Communications Act 2000. The Contract will be formed on the date on which both Parties communicate acceptance of its terms on the Authority's eSourcing System.



Department
for Environment
Food & Rural Affairs

Conditions of Contract

Short Form - Services

October 2021

Annex 1

Terms and Conditions of Contract for Services

1 Interpretation

1.1 In these terms and conditions:

“Agreement”	means the contract between (i) the Customer acting as part of the Crown and (ii) the Supplier constituted by the Supplier’s countersignature of the Award Letter and includes the Award Letter and Annexes;
“Award Letter”	means the letter from the Customer to the Supplier printed above these terms and conditions;
“Central Government Body”	<p>means a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics:</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;
“Charges”	means the charges for the Services as specified in the Award Letter;
“Confidential Information”	means all information, whether written or oral (however recorded), provided by the disclosing Party to the receiving Party and which (i) is known by the receiving Party to be confidential; (ii) is marked as or stated to be confidential; or (iii) ought reasonably to be considered by the receiving Party to be confidential;
“Customer”	means the person named as Customer in the Award Letter;
“DPA”	means the Data Protection Act 1998;
“Expiry Date”	means the date for expiry of the Agreement as set out in the Award Letter;
“FOIA”	means the Freedom of Information Act 2000;

“Information”	has the meaning given under section 84 of the FOIA;
“Key Personnel”	means any persons specified as such in the Award Letter or otherwise notified as such by the Customer to the Supplier in writing;
“Party”	means the Supplier or the Customer (as appropriate) and “Parties” shall mean both of them;
“Personal Data”	means personal data (as defined in the DPA) which is processed by the Supplier or any Staff on behalf of the Customer pursuant to or in connection with this Agreement;
“Purchase Order Number”	means the Customer’s unique number relating to the supply of the Services;
“Request for Information”	has the meaning set out in the FOIA or the Environmental Information Regulations 2004 as relevant (where the meaning set out for the term “request” shall apply);
“Services”	means the services to be supplied by the Supplier to the Customer under the Agreement;
“Specification”	means the specification for the Services (including as to quantity, description and quality) as specified in the Award Letter;
“Staff”	means all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any sub-contractor of the Supplier engaged in the performance of the Supplier’s obligations under the Agreement;
“Staff Vetting Procedures”	means vetting procedures that accord with good industry practice or, where requested by the Customer, the Customer’s procedures for the vetting of personnel as provided to the Supplier from time to time;
“Supplier”	means the person named as Supplier in the Award Letter;
“Term”	means the period from the start date of the Agreement set out in the Award Letter to the Expiry Date as such period may be extended in accordance with clause 4.2 or terminated in accordance with the terms and conditions of the Agreement;
“VAT”	means value added tax in accordance with the provisions of the Value Added Tax Act 1994; and

“Working Day” means a day (other than a Saturday or Sunday) on which banks are open for business in the City of London.

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

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

2 Basis of Agreement

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

3 Supply of Services

- 3.1 In consideration of the Customer’s agreement to pay the Charges, the Supplier shall supply the Services to the Customer for the Term subject to and in accordance with the terms and conditions of the Agreement.
- 3.2 In supplying the Services, the Supplier shall:
 - 3.2.1 co-operate with the Customer in all matters relating to the Services and comply with all the Customer’s instructions;
 - 3.2.2 perform the Services with all reasonable care, skill and diligence in accordance with good industry practice in the Supplier’s industry, profession or trade;
 - 3.2.3 use Staff who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier’s obligations are fulfilled in accordance with the Agreement;
 - 3.2.4 ensure that the Services shall conform with all descriptions and specifications set out in the Specification;
 - 3.2.5 comply with all applicable laws; and
 - 3.2.6 provide all equipment, tools and vehicles and other items as are required to provide the Services.
- 3.3 The Customer may by written notice to the Supplier at any time request a variation to the scope of the Services. In the event that the Supplier agrees to any variation to the scope of the Services, the Charges shall be subject to fair and reasonable

adjustment to be agreed in writing between the Customer and the Supplier.

4 Term

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

5 Charges, Payment and Recovery of Sums Due

- 5.1 The Charges for the Services shall be as set out in the Award Letter and shall be the full and exclusive remuneration of the Supplier in respect of the supply of the Services. Unless otherwise agreed in writing by the Customer, the Charges shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the performance of the Services.
- 5.2 All amounts stated are exclusive of VAT which shall be charged at the prevailing rate. The Customer shall, following the receipt of a valid VAT invoice, pay to the Supplier a sum equal to the VAT chargeable in respect of the Services.
- 5.3 The Supplier shall invoice the Customer as specified in the Agreement. Each invoice shall include such supporting information required by the Customer to verify the accuracy of the invoice, including the relevant Purchase Order Number and a breakdown of the Services supplied in the invoice period.
- 5.4 In consideration of the supply of the Services by the Supplier, the Customer shall pay the Supplier the invoiced amounts no later than 30 days after verifying that the invoice is valid and undisputed and includes a valid Purchase Order Number. The Customer may, without prejudice to any other rights and remedies under the Agreement, withhold or reduce payments in the event of unsatisfactory performance.
- 5.5 If the Customer fails to consider and verify an invoice in a timely fashion the invoice shall be regarded as valid and undisputed for the purpose of paragraph 5.4 after a reasonable time has passed.
- 5.6 If there is a dispute between the Parties as to the amount invoiced, the Customer shall pay the undisputed amount. The Supplier shall not suspend the supply of the Services unless the Supplier is entitled to terminate the Agreement for a failure to pay undisputed sums in accordance with clause 16.4. Any disputed amounts shall be resolved through the dispute resolution procedure detailed in clause 19.
- 5.7 If a payment of an undisputed amount is not made by the Customer by the due date, then the Customer shall pay the Supplier interest at the interest rate specified in the Late Payment of Commercial Debts (Interest) Act 1998.
- 5.8 Where the Supplier enters into a sub-contract, the Supplier shall include in that sub-contract:
 - 5.8.1 provisions having the same effects as clauses 5.3 to 5.7 of this Agreement; and

5.8.2 a provision requiring the counterparty to that sub-contract to include in any sub-contract which it awards provisions having the same effect as 5.3 to 5.8 of this Agreement.

5.8.3 In this clause 5.8, “sub-contract” means a contract between two or more suppliers, at any stage of remoteness from the Authority in a subcontracting chain, made wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of this Agreement.

5.9 If any sum of money is recoverable from or payable by the Supplier under the Agreement (including any sum which the Supplier is liable to pay to the Customer in respect of any breach of the Agreement), that sum may be deducted unilaterally by the Customer from any sum then due, or which may come due, to the Supplier under the Agreement or under any other agreement or contract with the Customer. The Supplier shall not be entitled to assert any credit, set-off or counterclaim against the Customer in order to justify withholding payment of any such amount in whole or in part.

6 Premises and equipment

6.1 If necessary, the Customer shall provide the Supplier with reasonable access at reasonable times to its premises for the purpose of supplying the Services. All equipment, tools and vehicles brought onto the Customer’s premises by the Supplier or the Staff shall be at the Supplier’s risk.

6.2 If the Supplier supplies all or any of the Services at or from the Customer’s premises, on completion of the Services or termination or expiry of the Agreement (whichever is the earlier) the Supplier shall vacate the Customer’s premises, remove the Supplier’s plant, equipment and unused materials and all rubbish arising out of the provision of the Services and leave the Customer’s premises in a clean, safe and tidy condition. The Supplier shall be solely responsible for making good any damage to the Customer’s premises or any objects contained on the Customer’s premises which is caused by the Supplier or any Staff, other than fair wear and tear.

6.3 The Customer shall be responsible for maintaining the security of its premises in accordance with its standard security requirements. While on the Customer’s premises the Supplier shall, and shall procure that all Staff shall, comply with all the Customer’s security requirements.

6.4 Where all or any of the Services are supplied from the Supplier’s premises, the Supplier shall, at its own cost, comply with all security requirements specified by the Customer in writing.

6.5 Without prejudice to clause 3.2.6, any equipment provided by the Customer for the purposes of the Agreement shall remain the property of the Customer and shall be used by the Supplier and the Staff only for the purpose of carrying out the Agreement. Such equipment shall be returned promptly to the Customer on expiry or termination of the Agreement.

6.6 The Supplier shall reimburse the Customer for any loss or damage to the equipment (other than deterioration resulting from normal and proper use) caused by the Supplier or any Staff. Equipment supplied by the Customer shall be deemed to be in a good condition when received by the Supplier or relevant Staff unless the Customer

is notified otherwise in writing within 5 Working Days.

7 Staff and Key Personnel

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

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

and the Supplier shall comply with any such notice.

7.2 The Supplier shall:

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

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

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

8 Assignment and sub-contracting

8.1 The Supplier shall not without the written consent of the Customer assign, sub-contract, novate or in any way dispose of the benefit and/ or the burden of the Agreement or any part of the Agreement. The Customer may, in the granting of such consent, provide for additional terms and conditions relating to such assignment, sub-contract, novation or disposal. The Supplier shall be responsible for the acts and omissions of its sub-contractors as though those acts and omissions were its own.

8.2 Where the Customer has consented to the placing of sub-contracts, the Supplier shall, at the request of the Customer, send copies of each sub-contract, to the Customer as soon as is reasonably practicable.

8.3 The Customer may assign, novate, or otherwise dispose of its rights and obligations under the Agreement without the consent of the Supplier provided that such assignment, novation or disposal shall not increase the burden of the Supplier's obligations under the Agreement.

9 Intellectual Property Rights

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

10 Governance and Records

- 10.1 The Supplier shall:
- 10.1.1 attend progress meetings with the Customer at the frequency and times specified by the Customer and shall ensure that its representatives are suitably qualified to attend such meetings; and
 - 10.1.2 submit progress reports to the Customer at the times and in the format

specified by the Customer.

- 10.2 The Supplier shall keep and maintain until 6 years after the end of the Agreement, or as long a period as may be agreed between the Parties, full and accurate records of the Agreement including the Services supplied under it and all payments made by the Customer. The Supplier shall on request afford the Customer or the Customer's representatives such access to those records as may be reasonably requested by the Customer in connection with the Agreement.

11 Confidentiality, Transparency and Publicity

- 11.1 Subject to clause 11.2, each Party shall:

11.1.1 treat all Confidential Information it receives as confidential, safeguard it accordingly and not disclose it to any other person without the prior written permission of the disclosing Party; and

11.1.2 not use or exploit the disclosing Party's Confidential Information in any way except for the purposes anticipated under the Agreement.

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

11.2.1 where disclosure is required by applicable law or by a court of competent jurisdiction;

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

11.2.3 on a confidential basis, to its professional advisers;

11.2.4 to the Serious Fraud Office where the Party has reasonable grounds to believe that the other Party is involved in activity that may constitute a criminal offence under the Bribery Act 2010;

11.2.5 where the receiving Party is the Supplier, to the Staff on a need to know basis to enable performance of the Supplier's obligations under the Agreement provided that the Supplier shall procure that any Staff to whom it discloses Confidential Information pursuant to this clause 11.2.5 shall observe the Supplier's confidentiality obligations under the Agreement; and

- 11.2.6 where the receiving Party is the Customer:

(a) on a confidential basis to the employees, agents, consultants and contractors of the Customer;

(b) on a confidential basis to any other Central Government Body, any successor body to a Central Government Body or any company to which the Customer transfers or proposes to transfer all or any part of its business;

(c) to the extent that the Customer (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions; or

(d) in accordance with clause 12.

and for the purposes of the foregoing, references to disclosure on a confidential basis shall mean disclosure subject to a confidentiality

agreement or arrangement containing terms no less stringent than those placed on the Customer under this clause 11.

- 11.3 The Parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of the Agreement is not Confidential Information and the Supplier hereby gives its consent for the Customer to publish this Agreement in its entirety to the general public (but with any information that is exempt from disclosure in accordance with the FOIA redacted) including any changes to the Agreement agreed from time to time. The Customer may consult with the Supplier to inform its decision regarding any redactions but shall have the final decision in its absolute discretion whether any of the content of the Agreement is exempt from disclosure in accordance with the provisions of the FOIA.
- 11.4 The Supplier shall not, and shall take reasonable steps to ensure that the Staff shall not, make any press announcement or publicise the Agreement or any part of the Agreement in any way, except with the prior written consent of the Customer.

12 Freedom of Information

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

13 Protection of Personal Data and Security of Data

- 13.1 The Supplier shall, and shall procure that all Staff shall, comply with any notification requirements under the DPA and both Parties shall duly observe all their obligations under the DPA which arise in connection with the Agreement.
- 13.2 Notwithstanding the general obligation in clause 13.1, where the Supplier is processing Personal Data for the Customer as a data processor (as defined by the DPA) the Supplier shall:
- 13.2.1 ensure that it has in place appropriate technical and organisational measures to ensure the security of the Personal Data (and to guard against unauthorised or unlawful processing of the Personal Data and against accidental loss or destruction of, or damage to, the Personal Data), as required under the Seventh Data Protection Principle in Schedule 1 to the DPA;
 - 13.2.2 provide the Customer with such information as the Customer may reasonably request to satisfy itself that the Supplier is complying with its obligations under the DPA;
 - 13.2.3 promptly notify the Customer of:
 - (a) any breach of the security requirements of the Customer as referred to in clause 13.3; and
 - (b) any request for personal data; and
 - 13.2.4 ensure that it does not knowingly or negligently do or omit to do anything which places the Customer in breach of the Customer's obligations under the DPA.
- 13.3 When handling Customer data (whether or not Personal Data), the Supplier shall ensure the security of the data is maintained in line with the security requirements of the Customer as notified to the Supplier from time to time.

14 Liability

- 14.1 The Supplier shall not be responsible for any injury, loss, damage, cost or expense suffered by the Customer if and to the extent that it is caused by the negligence or wilful misconduct of the Customer or by breach by the Customer of its obligations under the Agreement.
- 14.2 Subject always to clauses 14.3 and 14.4:
- 14.2.1 the aggregate liability of the Supplier in respect of all defaults, claims, losses or damages howsoever caused, whether arising from breach of the Agreement, the supply or failure to supply of the Services, misrepresentation (whether tortious or statutory), tort (including negligence), breach of statutory duty or otherwise shall in no event exceed a sum equal to 125% of the Charges paid or payable to the Supplier; and
 - 14.2.2 except in the case of claims arising under clauses 9.4 and 18.3, in no event shall the Supplier be liable to the Customer for any:
 - (a) loss of profits;
 - (b) loss of business;

- (c) loss of revenue;
- (d) loss of or damage to goodwill;
- (e) loss of savings (whether anticipated or otherwise); and/or
- (f) any indirect, special or consequential loss or damage.

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

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

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

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

14.4 The Supplier's liability under the indemnity in clause 18.3 shall be limited to 300% of the Charges payable under the contract. unlimited.

15 Force Majeure

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

16 Termination

16.1 The Customer may terminate the Agreement at any time by notice in writing to the Supplier to take effect on any date falling at least 1 month (or, if the Agreement is less than 3 months in duration, at least 10 Working Days) later than the date of service of the relevant notice. Unless otherwise agreed by the Supplier, in the event of a termination by the Customer pursuant to this clause, the Customer shall pay the Charges up to the date of termination (and for the avoidance of doubt a proportion of the Charges may relate to the whole term of the original Agreement and become payable irrespective of an earlier termination date) and all committed and unavoidable costs (including but not limited to set up costs).

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

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

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

16.2.3 is in material breach of any obligation which is capable of remedy, and that breach is not remedied within 30 days of the Supplier receiving notice specifying the breach and requiring it to be remedied;

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

- 16.2.5 breaches any of the provisions of clauses 7.2, 11, 12, 13 and 17;
 - 16.2.6 becomes insolvent, or if an order is made or a resolution is passed for the winding up of the Supplier (other than voluntarily for the purpose of solvent amalgamation or reconstruction), or if an administrator or administrative receiver is appointed in respect of the whole or any part of the Supplier's assets or business, or if the Supplier makes any composition with its creditors or takes or suffers any similar or analogous action (to any of the actions detailed in this clause 16.2.6) in consequence of debt in any jurisdiction; or
 - 16.2.7 fails to comply with legal obligations in the fields of environmental, social or labour law.
- 16.3 The Supplier shall notify the Customer as soon as practicable of any change of control as referred to in clause 16.2.4 or any potential such change of control.
- 16.4 The Supplier may terminate the Agreement by written notice to the Customer if the Customer has not paid any undisputed amounts within 90 days of them falling due.
- 16.5 Termination or expiry of the Agreement shall be without prejudice to the rights of either Party accrued prior to termination or expiry and shall not affect the continuing rights of the Parties under this clause and clauses 2, 3.2, 6.1, 6.2, 6.6, 6.7, 7, 9, 10.2, 11, 12, 13, 14, 16.6, 17.4, 18.3, 19 and 20.7 or any other provision of the Agreement that either expressly or by implication has effect after termination.
- 16.6 Upon termination or expiry of the Agreement, the Supplier shall:
- 16.6.1 give all reasonable assistance to the Customer and any incoming supplier of the Services; and
 - 16.6.2 return all requested documents, information and data to the Customer as soon as reasonably practicable.

17 Compliance

- 17.1 The Supplier shall promptly notify the Customer of any health and safety hazards which may arise in connection with the performance of its obligations under the Agreement. The Customer shall promptly notify the Supplier of any health and safety hazards which may exist or arise at the Customer's premises and which may affect the Supplier in the performance of its obligations under the Agreement.
- 17.2 The Supplier shall:
- 17.2.1 comply with all the Customer's health and safety measures while on the Customer's premises; and
 - 17.2.2 notify the Customer immediately in the event of any incident occurring in the performance of its obligations under the Agreement on the Customer's premises where that incident causes any personal injury or damage to property which could give rise to personal injury.
- 17.3 The Supplier shall:
- 17.3.1 perform its obligations under the Agreement in accordance with all applicable equality Law and the Customer's equality and diversity policy as provided to the Supplier from time to time; and
 - 17.3.2 take all reasonable steps to secure the observance of clause 17.3.1 by all Staff.

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

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

17.5.1 the Official Secrets Acts 1911 to 1989; and

17.5.2 section 182 of the Finance Act 1989.

18 Prevention of Fraud and Corruption

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

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

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

18.3.1 terminate the Agreement and recover from the Supplier the amount of any loss suffered by the Customer resulting from the termination, including the cost reasonably incurred by the Customer of making other arrangements for the supply of the Services and any additional expenditure incurred by the Customer throughout the remainder of the Agreement; or

18.3.2 recover in full from the Supplier any other loss sustained by the Customer in consequence of any breach of this clause.

19 Dispute Resolution

19.1 The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the Agreement and such efforts shall involve the escalation of the dispute to an appropriately senior representative of each Party.

19.2 If the dispute cannot be resolved by the Parties within one month of being escalated as referred to in clause 19.1, the dispute may by agreement between the Parties be referred to a neutral adviser or mediator (the "**Mediator**") chosen by agreement between the Parties. All negotiations connected with the dispute shall be conducted in confidence and without prejudice to the rights of the Parties in any further proceedings.

19.3 If the Parties fail to appoint a Mediator within one month, or fail to enter into a written agreement resolving the dispute within one month of the Mediator being appointed, either Party may exercise any remedy it has under applicable law.

20 General

20.1 Each of the Parties represents and warrants to the other that it has full capacity and

authority, and all necessary consents, licences and permissions to enter into and perform its obligations under the Agreement, and that the Agreement is executed by its duly authorised representative.

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

21 Notices

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

recorded delivery in the manner set out in clause 21.1.

22 Governing Law and Jurisdiction

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

Annex 2 – Supplier's Proposal

KANTAR PUBLIC



Department
for Environment
Food & Rural Affairs

Defra – GREAT Food & Drink – multi-country research project

Proposal

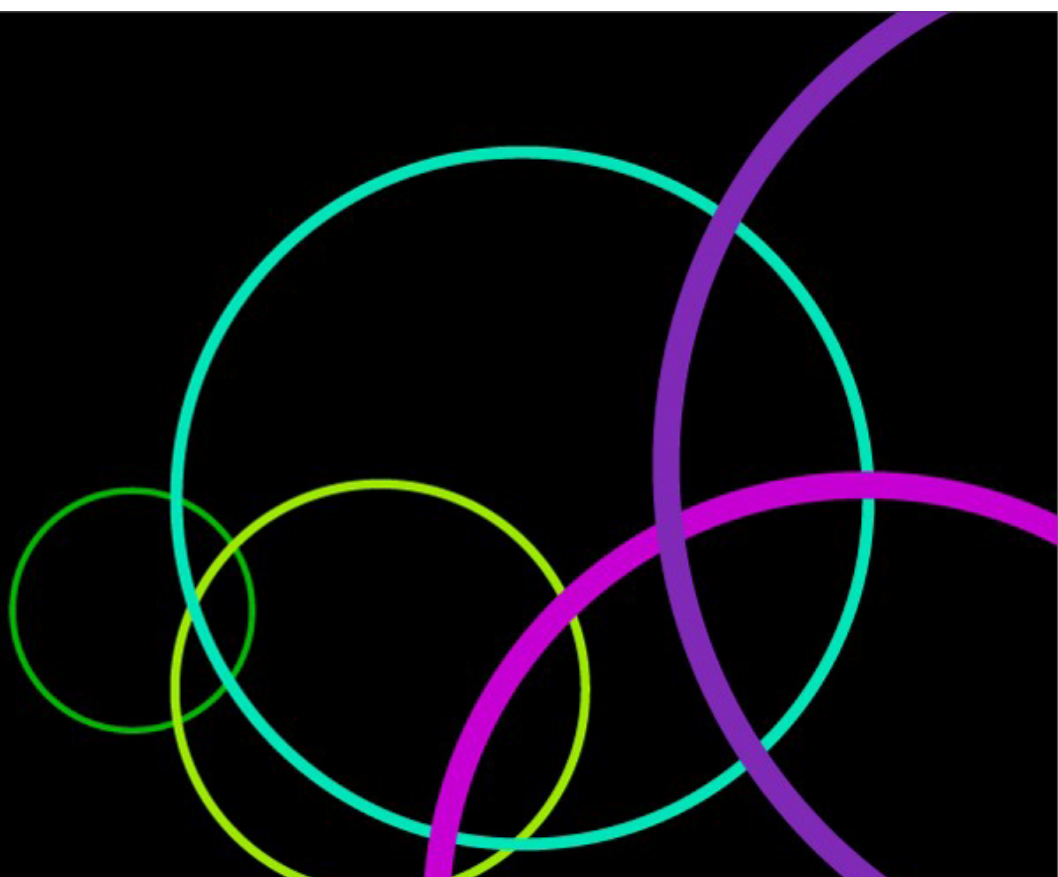
Date: 30/09//21

Version: 4

Project managers:



Reference: 40322754



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1. Objectives

2. Background

The UK Government's food and drink promotional activity overseas is led by the GREAT campaign team in the Department for Environment, Food and Rural Affairs (Defra) and delivered in partnership with the Department of International Trade (DIT).

The campaign objectives are to:

1. Increase awareness and positive perceptions of UK food and drink among consumer and trade audiences in key international markets – leading to an increase in purchase intent.
2. Support DIT food and drink export objectives through collaborative development of promotional initiatives that convert to export leads/wins/expansions.

It is clear from Defra discussions with in-market colleagues that there is still significant work to be done to combat negative/outdated perceptions of UK food and drink internationally, and to more clearly articulate and promote our food & drink offer.

3. High level project objectives

The Defra Great Food & Drink team is looking for a research agency to undertake quantitative and qualitative studies in order generate baseline metrics and insights amongst key audiences (food and drink businesses decision-makers and consumers) in priority cities within key international markets. These key markets are as follows:

- China (Shanghai, Beijing and Qingdao)
- Japan (Tokyo, Osaka and Kobe)
- UAE (Dubai)
- USA (Massachusetts, New York, Washington D.C., Texas, California, Florida and Illinois)
- Europe (Belgium, France, Germany, Netherlands and Spain)

Through this research, Defra would like to establish:

- Current perceptions (in both qualitative and quantifiable terms) of UK food and drink, including overall food and drink culture, as well as key product categories e.g. spirits, meat, seafood (key categories for each market to be provided in due course)
- Existing awareness of the UK's food and drink offer in-market
- Levels of current purchase intent for UK food and drink and relevant motivations and drivers to purchase.

4. Kantar experience & expertise

5. Kantar Public UK Communications research expertise

Kantar Public is the leading provider of communications research to Government, with over 25 researchers dedicated to undertaking communications and behavioural research. This gives Defra access to unrivalled expertise in a wide range of classical and innovative methods to develop measure and improve communications with an understanding of best practice in communications research. We are fully immersed in government communications, evaluating around 100 campaigns a year. We work closely with creative and media agencies as part of all agency teams to provide insights and embed learnings, as well as contributing to the wider strategic direction of communications activity.

Below we have included a very small number of examples of our previous relevant experience. Further detail on these examples or others can be provided on request.

Case Study:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Case study:

[REDACTED]

[REDACTED]



[REDACTED]

Case study:

[REDACTED]

[REDACTED]

[REDACTED]

6. Added value

We have extensive experience working with our clients and their agencies to support the creation of Theories of Change for communications campaigns, as well as the delivery of comprehensive evaluation frameworks.

Importantly, beyond simply reporting results, we provide our clients with insights spanning the communications cycle: understanding audiences; gaining a granular understanding of behavioural influences; and identifying where communications will have most impact (alongside wider policy service delivery and legislative levers). This means that we are ideally placed to help you identify, set and monitor KPIs, whether they are survey-based or from wider campaign data.

While we have our own behavioural framework, we appreciate the importance of facilitating the application of insights into GCS guidance and tools (e.g., helping to build an OASIS plan for a campaign, or identifying the most appropriate metrics to populate the GCS Evaluation framework). Therefore, we are equally able to use other behavioural frameworks – such as COM-B and MINDSPACE – to assist in this process, as required.

As a global practice, we bring both UK Government and Global communications experience and thought leadership, which enables us to offer you the latest in research design and reporting.

7. Research method

8. Summary of approach

To reach the diverse audiences of interest to Defra that are covered by this brief, we recommend two separate approaches:

- General population – online international omnibus using the Kantar Profiles network
- Business decision-makers –computer assisted telephone interviewing (CATI) using international fieldwork specialist RONIN.

9. General population

10. Data collection

The Kantar international online omnibus runs representative samples across up to 52 markets, with fieldwork launched on a weekly basis. The online approach is both time and cost-effective, as well as allowing flexibility for future waves in terms of being able to show stimulus if required.

As part of this approach using the online omnibus, questionnaires are designed, quality assured, and analysed by client teams, with set-up (including translation), fieldwork, and data-processing run centrally by our specialist international research team. Sample is drawn from our Profiles network – Kantar's industry-leading, double opt-in online panel.

We have recommended this approach over a more targeted, bespoke, ad hoc approach, as the costs involved in an ad hoc approach would mean a much smaller sample would be achievable for the same budget. In addition, the omnibus provides a consistent read within populations even if targeting for GREAT activity changes in the future. Where feasible we will look at geographic subgroups such as urban / rural splits, as well as demographic differences such as age. The omnibus also offers the benefits of speed, which is an important factor for this project to ensure it fit in with the planning for next year.

11. Sample definition

The Kantar international omnibus provides coverage of all the markets of interest for Defra as part of this research. Each country provides a nationally representative sample (with some markets offering narrower age ranges, largely reflecting online access in market), allowing Defra a clear view on perceptions of British food and drink across the full population. For some markets, we can add a further screening question to identify which respondents reside within the cities of interest, however, as this is based on natural fallout, our ability to report on these cities specifically is likely to be limited by small sample sizes.

	Sample size	Age range	Languages
Belgium	1000	16-64	French & Dutch
Chinese mainland	1000	16-44	Mandarin
France	1000	16-64	French
Germany	1000	16-64	German
Japan	1000	16-64	Japanese
Netherlands	1000	16-64	Dutch
Spain	1000	16-64	Spanish
United Arab Emirates - Dubai and Abu Dhabi only	700	16-54	Arabic
United States	1000	18-64	English

In each market where the omnibus generally surveys those aged 16+ we can limit our interviews to those aged 18+, either for all questions if this is deemed more appropriate for the nature of the survey, and certainly for those questions about alcoholic drinks. This will result in a small reduction in sample size.

In an omnibus approach, questionnaires are costed on a 'per question' basis. This allows for flexibility and clarity in costing, however this does mean that costs outlined below for this element are based on a ballpark estimate of the scope of this questionnaire. Further details of our assumptions can be found in Section 2.4.

In addition, the following demographic questions are included as standard, without the need to be costed on a per question basis: gender, age, region, working status, household size, presence of children in the household, social class, and marital status.

In the UAE, the vast majority of the omnibus sample is expats; (around 5% are locals, 35% expat Arabs, 60% non-Arabs).

Please note, we believe this approach is suitable as all the questionnaires will be consistent across markets. If this assumption changes during the research design process, we will need to review the suitability of the omnibus approach, and possibly explore an ad hoc approach instead.

12. Food & drink decision-makers

13. Data collection

Our initial approach was for local offices to send an online survey via a link within an email to their contacts. However, following concerns about the extent of the contact details that are available, particularly of 'cold' contacts and the limited capacity in local offices to assist in developing a contact list and inviting participants, we are now recommending conducting telephone interviews among managers/owners of small businesses in the hospitality industry, sourced via a commercially available sample of telephone numbers.

Under this approach we would buy sample lists in each country of telephone numbers of businesses within relevant industry classifications. Commercial samples such as these can be purchased by type of business and by business size (usually defined by number of employees). We would purchase lists to an agreed and standardised definition within hospitality in each country, ensuring comparability of the sample across countries. We recommend we would limit the list to companies with 10-49 employees so we can relatively easily locate and talk to the decision maker. Exact definition of business sectors and size to be included can be agreed with Defra. This approach is more expensive than using contact lists but has the following advantages a) quality and standardised sample frame across each country allows for comparators, in the same way as the general public methodology does b) ability to control sample (e.g. ensure a spread across different types of hospitality) c) higher quality survey completion due to interaction with, and probing by, an interviewer. This is particularly true for open questions. d) much greater confidence over achievement of sample size and timeframe within which fieldwork will be completed than can be provided through email contact e) sample is 'cold' – no bias from warm contacts f) no burden on local teams to source or check sample as entire project can be handled by Kantar.

14. Sample size and definition

Unlike the general population element of this research, where quotas will be used (plus weighting if required) to ensure a representative sample, we do not recommend setting quotas or targets on the decision-maker element beyond ensuring that the respondent has at least some responsibility for making food and drink purchasing decisions for their organisation.

This is partly because there is no clear information about the make-up of this audience across markets (age, gender, years in sector etc), and partly because we recognise that this research may also act as a prompt for engagement for some contacts, and therefore we should seek to exclude as few respondents as possible from the research.

The sample size will be n=125 interviews in each country. The interview will be 10 minutes in length as any longer will significantly reduce the likelihood that busy business people will take part. The sample will be

comparable across markets and we can apply loose quotas to ensure a mix of types of hospitality types and business sizes. We have defined the sample as; Those who make buying stocking food and drink decisions in small / medium businesses in the food & drink business sector (likely to be chefs, bartenders, sommeliers, mixologists and food and drink managers within hotels and restaurants). Fieldwork will occur in the hours we are likely to achieve a good sample mix and will focus on the cities of interest, whilst maintaining a national coverage

15. Questionnaire design

Although we intend to reach the two key audiences of interest via different methods, we anticipate some degree of similarity between the questionnaire coverage for each audience in terms of coverage. However, we expect that the individual question phrasing will vary significantly by audience, and have therefore costed for the design, translation, and implementation of two different surveys. However, it is important to note that we have assumed the questionnaires will be identical across markets within these audiences (ie that respondents in the Spanish and Japanese general population surveys will be asked the same questions in translation).

We will work closely with Defra to design questionnaires tailored to each key audience which cover all the elements of interest. Topics we expect to be covered at this stage based on our initial conversations with Defra include:

Topic	General Population (consumers)	Business decision-makers
Current behaviours (general)	Frequency of going to bars & restaurants, or purchasing particular food & drink categories	Frequency of purchasing / providing particular food & drink categories
Current behaviours (British food & drink, including vs competitor countries)	Frequency of purchasing particular British food & drink products Future likelihood to purchase	Frequency of purchasing / providing particular British food & drink products Future likelihood to purchase / provide
Perceptions of and attitudes towards British food & drink products	General attitudes & perceptions (including vs comparator countries)	General attitudes & perceptions (including vs comparator countries) Sector-specific perceptions Products of interest
Demographics	<i>Standard – included on the omnibus</i> Country, region Age, gender, marital status, presence of children in household	<i>Bespoke – can be tailored as required e.g.</i> Country, region Sector Role, seniority, time in sector

B2B interviewees to follow up if interested in learning more	Not applicable	Yes – if relevant
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During the questionnaire design process, we will also clearly identify measures that we would recommend as key indicators for any future tracking of campaign impact. At this stage we anticipate these may include future likelihood or intention to purchase British food & drink products, key attitudinal measure aligned to campaign messages (eg “British food and drink is high quality”), and awareness of in-market availability – to ensure all elements of the GCS evaluation model are covered by KPIs (with inputs covered elsewhere).

For the general public omnibus approach we have assumed there will be 25 questions (excluding demographics, seven single-code, five multi-code, and 13 ‘matrix’ or ‘grid’ questions with a battery of statements or attributes. Similarly we have assumed a ten minute / 30 question survey to business decision-makers, with the slightly greater number of questions intended to accommodate the bespoke demographics that will be required as part of this ad hoc approach compared to the omnibus. We will also have the flexibility in the decision-makers survey to include ‘open’, free text questions where respondents can write in their more detailed responses which are then coded up to quantitative results. To keep costs proportionate we have capped this coding currently at n=1125 respondents across the 9 markets, but we are very happy to discuss this in the light of achieved fieldwork totals.

16. Translation

Accurate translation that correctly conveys both the meaning and tone of a question is crucial to the success of international research. This is why we place strong emphasis on ensuring high quality translations for all our international research.

For the multi-country omnibus, translations are managed by our specialised, and highly experienced international research team. For the ad hoc research among food & drink decision-makers the core Kantar Defra team will work directly with Kantar’s trusted translation partner SDL.

SDL have language offices around the world, and content is translated by native speakers. Our standard approach to ensure high quality translation is for the text to be translated by one translator, and then checked by a second translator. This provides an important quality check, allowing us to catch any mistranslations, and to adjust style or word choice as required. If Defra have particular language used as standard within markets to refer to certain products, sectors, or concepts, if these are provided during questionnaire design, these can be incorporated into the translation process.

We have assumed that at least some local teams would like to review the translations for both surveys. The timings outlined in Section 5 below allow for this, however we would be happy to discuss the requirements of local teams.

We also recognise that for Belgium the local team may wish to make some local-specific changes to the French and Dutch translations. If time allows, we would therefore recommend sharing the signed off translations from the French and Dutch teams, to enable clarity about where there will be differences in the translation between the two French and two Dutch translated questionnaires fielded across France / Belgium and Netherlands / Belgium.

17. Options for further research

Boost work in USA

The USA is looking to enhance the value of the research by adding in some bespoke components that will give them additional insight into specific questions and issues they have.

The Brief notes that the additional information requirements in the USA are to i) identify competitors (countries and products) and how UK food and drink performs against them, and ii) identify what audiences to perceive key UK food and drink strengths. Both of these will be covered by the core suite of questions. More extensive work in these countries could either expand the sample to permit more detailed and robust audience analysis (point a) below), expand or deepen the questions asked (point b) or seek deeper understanding of responses given in the survey (point c).

Three options are therefore:

- a) Running an additional wave of the omnibus with the same questions repeated. Placing the suite of questions on two waves of the global online omnibus would double the sample size to n=2000. This would facilitate analysis on subgroups that would be too small to consider robustly with an n=1000 sample size.
- b) Running an additional wave of the omnibus but asking different questions. This would enable a broader spread of topic areas or more detailed questions on the topic areas of interest. It is likely that we would want to retain some common questions across both waves to allow us to connect the data (e.g. so we can analyse the questions asked on survey 1 and the questions asked on survey 2 by common parameters such as those who are positively disposed to UK food and drink, or those who have visited the UK in the past).
- c) We have also explored a qualitative option for food & drink decision-makers. This would allow us to explore in more detail the views and attitudes among key decision-makers in the USA. Our specialist country teams would conduct five in-depth interviews by phone or video call with food & drink decision-makers. Whilst this would give very valuable insight, it is less cost-effective than the core quantitative approaches outlined above and our initial discussions with USA suggest the limited number of interviews and extent to which they can reflect the wider range of views means this option is of less interest.

Following discussion with the USA, it has been agreed that option b) is most likely to be of interest. However as the core survey will cover the main areas of interest, any decision on extra work will be taken after that survey has been developed (and possibly conducted) and the gaps in information required can be better identified.

Events survey

In addition to the core research options recommended above, we have also explored the option of providing a separate survey to be distributed as part of upcoming events to maximise the audience insight captured.

Development of an event survey will not only provide additional insight now but will be a survey that can be used on multiple occasions quite easily, giving countries an ongoing way of checking the views of businesses (albeit likely only a small number at any one time) in a consistent manner

The survey would be a shorter version of that used for the decision-maker B2B research, taking approximately 3 minutes to complete to maximise response rates (a 3 minute self-completion survey is approximately nine questions).

This approach has a number of key considerations:

- We would recommend assuming attendees will want to take part on their own devices, rather than via a shared terminal at the stand for reasons of privacy and covid protocols
- We could collect email addresses to share the survey directly however this risks 'losing' a proportion of potential respondents, and therefore we recommend providing a direct route to the survey, such as a QR code at the event

- Although we expect the working language of most attendees at events (excluding those in China and Japan) will be English, it may be beneficial to provide language options still to maximise participation
- The administration of the event survey will require some work at the local offices in terms of getting a QR code and promotion of the survey at the event (e.g. get posters made with the QR code on it, put those up, be available to answer any questions)

As the decision maker survey is being conducted via CATI, the event survey would need a fresh script to be delivered online. Our costs have assumed that, that the survey will be provided in English and translated to Chinese and that it will be used and reported on at two events this calendar year (with the findings therefore reported at the same time as the main surveys). An indicative cost for subsequent surveys is also given.

18. Deliverables

19. Project communication

At Kantar Public we understand that clear communication is vital to the smooth delivery of any project. Throughout this contract we anticipate the following ways of working to facilitate this:

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

20. Project outputs

Based on our understanding of what would be most valuable for this research, we propose the following deliverables for this research:

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

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DUMMY DATA: general population, 'global' results

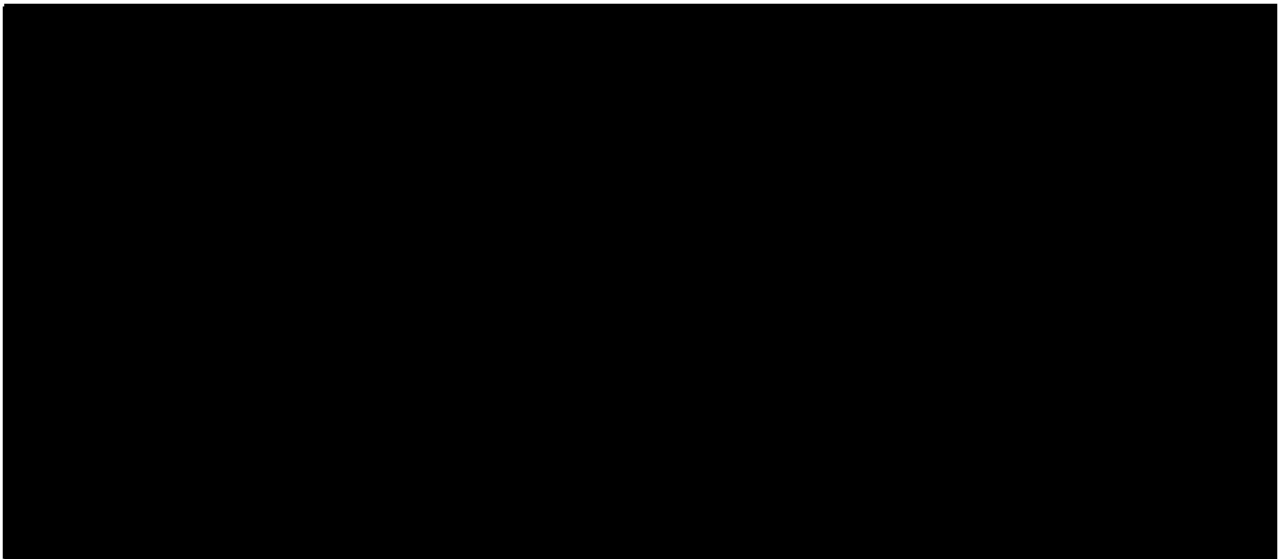


DUMMY DATA: general population, country summary slide



And similarly, here is an example of the business decision-maker data with key subgroup trends noted:

DUMMY DATA: decision -makers, 'global' results



21. Outputs for additional elements

Should the qualitative or events surveys be commissioned, we will provide similar PowerPoint reporting with the same look and feel as the core reports.

- Repeat waves of the online omnibus for the general population in the USA– this will be integrated as

[Redacted text]

|

[Redacted text]

|

[Redacted text]

22. Provision of a results dashboard

Defra is interested in developing an interactive reporting tool that would provide stakeholders with an easy and accessible way of interrogating the data so users can investigate trends, examine differences between sub-groups, and produce their own visual outputs. As it is deemed highly likely that the survey will continue in future years, such a tool would also make managing data requirements over time easier and facilitate trend analysis.

Kantar offer a range of dashboard solutions and our final recommendation as to the most appropriate would be made after further discussion regarding the purposes that the dashboard is likely to fulfil. At this stage we envisage **Power BI** as being the most suitable candidate. Power BI is a suite of business analytic tools to analyse data and share insights. As such it is not specific to market research data which allows Kantar or our clients to bring in all forms of other data to sit alongside survey data and give a complete dashboard of multiple data sources. Power BI is fast becoming the default tool for all organisations using Microsoft 365. As a significant user, Kantar works with Microsoft in how they continue to develop Power BI to meet market research data needs

Power BI's intuitive self-serve analytical capabilities enables clients to explore and drill-down data to view sub-samples, cross-tabs, trends, etc. The data visualisations are highly customisable, impactful and refresh automatically when new data is collected. Whilst the exact format would need to be agreed, a possible build could be:

A landing page introduces the tool and include a short explanation of the survey, instructions for use.

A suite of graphs showing results for each country at a total country level. These could then be filtered so the user could look at (eg) males in each country

Graphs for each country. A drop-down menu will include the topic area and questions for that topic. Once a question is selected, the dashboard will update to show the relevant graph. This will display information for all answer categories (or pre-defined net categories), with users able to filter on pre-defined sub-groups and, in time, different time periods.

Examples of some anonymised screens from a dashboard we have recently created for a government client are shown below.

23. Timing

24. Project timeline

We propose the following timings for

this research:

Activity	Responsibility	General public omnibus	Ad hoc decision-makers
Project kick-off	Kantar / Defra	[REDACTED]	[REDACTED]
Questionnaire draft shared	Kantar	[REDACTED]	[REDACTED]
Questionnaire sign-off	Defra	[REDACTED]	[REDACTED]
Fieldwork set-up	Kantar	[REDACTED]	[REDACTED]
Translations provided for review	Kantar	[REDACTED]	[REDACTED]
Translation comments received	Defra	[REDACTED]	[REDACTED]
Fieldwork	Kantar (/ Defra for decision-makers)	[REDACTED]	[REDACTED]
Data tables shared	Kantar	[REDACTED]	[REDACTED]
Combined report	Kantar	[REDACTED]	[REDACTED]

25. Costs

All costs provided here are exclusive of VAT:

	Cost
General population omnibus 9 countries x n=1000 (n=700 UAE)	£ [REDACTED]
Ad hoc decision-makers survey, 125 telephone interviews in each of 9 countries	£ [REDACTED]

Verbal Debrief of Report via Teams	£ [REDACTED]
Event Survey	£ [REDACTED]
Allowance for Power BI Dashboard – 9 countries, two surveys (consumer and decision makers), one wave	£ [REDACTED]
Boost Work in USA	£ [REDACTED]
Contingency	[REDACTED]
TOTAL	[REDACTED]
General population omnibus in 9 countries	
Decision makers CATI interviews in 9 countries	
Event survey, with data coming from 2 events	
Presentation of report	
Power BI Dashboard	

26. Cost assumptions

The general population omnibus, and translation costs for the food and drink decision-makers, work on a per question and per word cost respectively. Therefore the costs provided here are based on ballpark estimates based on our current understanding of the likely questionnaire scope, and our experience of similar studies. These costs will be revised once final (or near-final) versions of the questionnaires and materials are available, and we will work closely with the Defra team to ensure the final costs remain as close to those quoted here as possible.

In addition, these costs are based on the following assumptions:

- All markets are commissioned and run in field at the same time
- Questionnaire length for both surveys remains as outlined, and content is consistent across markets
- All work is conducted this financial year
- The scope of all deliverables remains as defined in Section 4

Additional assumptions for event survey

- A shortened version of the decision maker survey will be scripted suitable for online administration and will be translated to Mandarin.
- Defra and colleagues will be responsible for promotion of the survey in market
- The survey tool is the property of Defra and can be used at subsequent events for between [REDACTED] per event depending on level of reporting required.

27. Invoicing schedule

The project will be invoiced by Kantar Public to Defra in two instalments:

- 50% of the total on commencement of the project
- 50% of the total on delivery of the final report

28. Team

Our proposed team for this project will be as follows:

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

[REDACTED] will also be supported by junior members of the Kantar Public Comms team; the international omnibus team; RONIN, our international telephone interviewing partner, and our specialist operations colleagues.