

Kantar World Panel {Kantar UK Ltd),

[REDACTED]
[REDACTED]
[REDACTED]

Attn:

By email to: [REDACTED]

Date: 26/01/2023

Our ref: **FS304003**

Dear [REDACTED]

Supply of FS304003 Northern Ireland take home food and drink purchasing data for 2021 and 2022.

Following your tender/ proposal for the supply of **FS304003 Northern Ireland take home food and drink purchasing data for 2021 and 2022** to **Food Standards Agency**, we are pleased confirm our intention to award this contract to you.

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

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

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

Yours faithfully,

[REDACTED]



Order Form

1. Contract Reference	FS304003	
2. Date		
3. Buyer	Food Standards Agency Clive House 70 Petty France London SW1H 9EX	
4. Supplier	KantarWorld Panel (Kantar UK Ltd), 	
5. The Contract	<p>The Supplier shall supply the deliverables described below on the terms set out in this Order Form and the attached contract conditions ("Conditions") and any Annexes.</p> <p>Unless the context otherwise requires, capitalised expressions used in this Order Form have the same meanings as in Conditions.</p> <p>In the event of any conflict between this Order Form and the Conditions, this Order Form shall prevail.</p> <p>Please do not attach any Supplier terms and conditions to this Order Form as they will not be accepted by the Buyer and may delay conclusion of the Contract.</p>	
6. Deliverables	Goods	None
	Services	To be performed at Suppliers Premises . See Annex 3 - Technical Proposal
7. Specification	The specification of the Deliverables is as set out in Annex 2 .	



8. Term	<p>The Term shall commence on 25/01/2023</p> <p>and the Expiry Date shall be 31/08/2024 unless it is otherwise extended or terminated in accordance with the terms and conditions of the Contract.</p> <p>The Buyer may extend the Contract for a period of up to 3 months by giving not less than [10 Working Days] notice in writing to the Supplier prior to the Expiry Date. The terms and conditions of the Contract shall apply throughout any such extended period.</p>
9. Charges	<p>The Charges for the Deliverables shall be as set out in Annex 4.</p>
10. Payment	<p>All invoices must be sent, quoting a valid purchase order number (PO Number), to:</p> <p>[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>
11. Buyer Authorised Representative(s)	<p>For general liaison your contact will continue to be</p> <p>[REDACTED]</p>
12. Address notices for	<p>Buyer:</p> <p>Food Standards Agency Clive House 70 Petty France London SW1H 9EX</p>



	Supplier: KantarWorld Panel (Kantar UK Ltd),
13. Key Personnel	See Annex 3 Technical Proposal
14. Procedures and Policies	<p>The Buyer may require the Supplier to ensure that any person employed in the delivery of the Deliverables has undertaken a Disclosure and Barring Service check.</p> <p>The Supplier shall ensure that no person who discloses that he/she has a conviction that is relevant to the nature of the Contract, relevant to the work of the Buyer, or is of a type otherwise advised by the Buyer (each such conviction a "Relevant Conviction"), or is found by the Supplier to have a Relevant Conviction (whether as a result of a police check, a Disclosure and Barring Service check or otherwise) is employed or engaged in the provision of any part of the Deliverables.</p>
15. Special Terms	<p>These Special Terms agreed for this Contract supersede the clauses referring to these matters in the Short form Terms (Conditions).</p> <p>Assignment Neither party should be able to assign their obligations under this agreement without the consent of the other party. In addition, the Supplier (hereafter in the Special Terms referred to as Kantar) is able to assign its receivables from the FSA.</p> <p>Audit Kantar can accept audit clauses where the audit scope is limited to the relevant financial records for the services being provided. Kantar can also accept auditors who are independent, suitably qualified and mutually agreed. As such, for all intents and purposes, Kantar has provided Kantar's standard audit clauses at Annex 6.</p> <p>Compliance with FSACodes of Conduct and Policies Kantar can agree to requests to comply with applicable and reasonable FSA policies to the extent that they do not conflict with Kantar's own policies, and to the extent they are relevant to the services.</p> <p>Data protection As previously acknowledged by the parties, Kantar won't be processing any personal data on behalf of FSA and therefore the processing clauses are not applicable.</p> <p>Intellectual Property Rights As a syndicated licenced product, Kantar will provide a suitable license to use our services as the intellectual property rights in each case will remain</p>



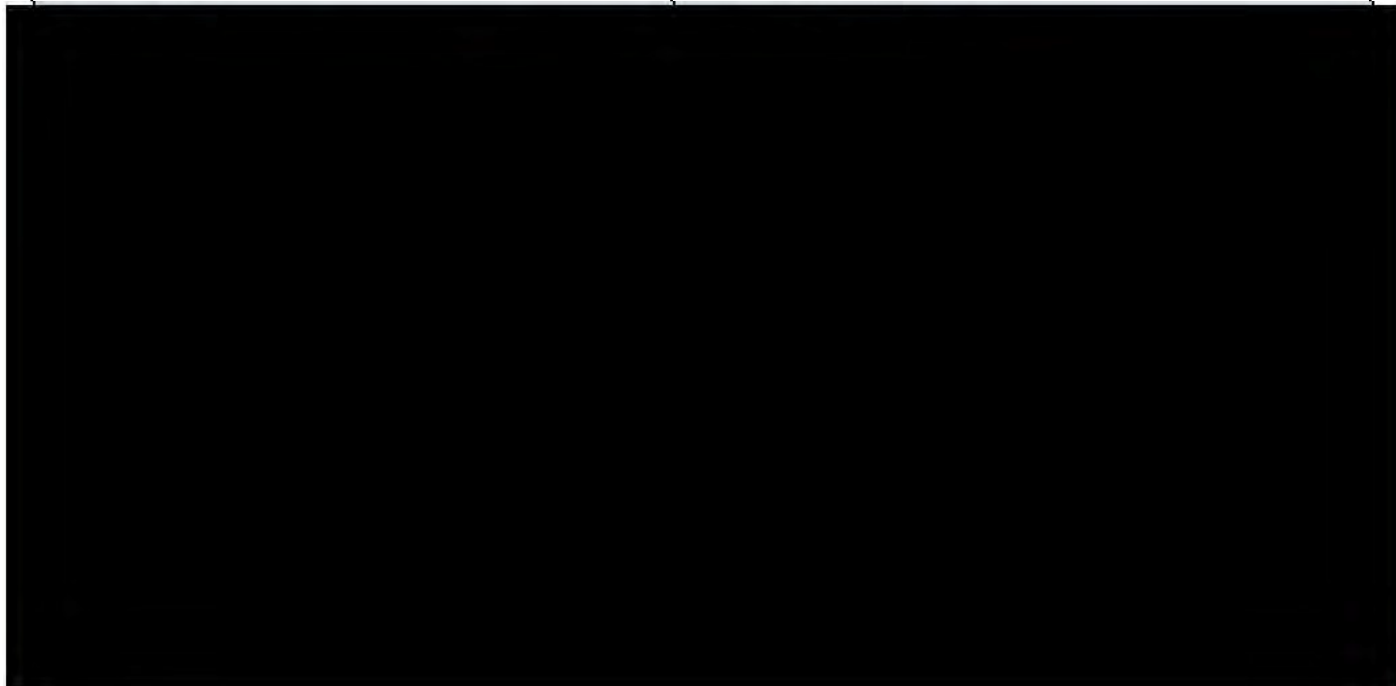
	<p>ours. For these services there are no deliverables. As such, for all intents and purposes, Kantar provided Kantar's licence terms at Annex 6.</p> <p>Publication and Data Sharing The services are licenced for FSA's internal use only and may not be published or disclosed outside of FSA's organisation. For that purpose FSA should engage with Kantar and Kantar can process the request internally</p> <p>Term and Termination Kantar's syndicated services are provided on a minimum commitment basis, after which FSA may terminate. Any extension to the term of the agreement should be made mutually. Periods for remediation should be agreed between the parties and no immediate termination rights can be agreed for any breach without first pursuing the period for remediation. Should FSA fail to pay or breach the licence terms, Kantar should have a right to suspend and/or terminate the agreement.</p> <p>Resolving disputes Kantar agrees to include an informal dispute resolution procedure between FSA and Kantar senior management with a clear resolution period, as established in clause 33.1. If this fails, the Parties should move to formal proceedings.</p> <p>Services Considering the type of service Kantar will be providing, there are no professional services and therefore topics like staff vetting, personnel on site, goods, more than one supplier and subcontractors are not relevant.</p>
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**Food
Standards
Agency**
food.gov.uk

Signed for and on behalf of the Supplier
Kantar UK Ltd

Signed for and on behalf of the **Buyer**
Food Standards Agency



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Annex 1 -Authorised Processing Template

Contract:	FS304003
Date:	
Description Of Authorised Processing	Details
Subject matter of the processing	No personal data is to be processed as part of this Contract.
Duration of the processing	
Nature and purposes of the processing	
Type of Personal Data	
Categories of Data Subject	

Annex 2 - Specification

Specification Reference
FS304003-2022/23
Specification Title
<i>Northern Ireland take home food and drink purchasing data for 2021 and 2022.</i>
Contract Duration
<i>To be agreed</i>

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

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

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

THE SPECIFICATION, INCLUDING PROJECT TIMETABLE AND EVALUATION OF TENDERS

GENERAL INTRODUCTION

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

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

The [new FSA strategy](#) states that policy should be evidence based; therefore the FSA in NI surveillance data investigates what people in Northern Ireland are eating, buying, and thinking regarding food to inform dietary health policy.

A. THE SPECIFICATION

Background

The prevalence of obesity in the NI population is a concern. Results from the 2019/20 [Health Survey for NI](#) show that 65% of adults were either overweight (38%) or obese (27%) and around a quarter (26%) of children aged 2-15 were either overweight (20%) or obese (6%).

A cross-Departmental framework for preventing overweight and obesity across the life course of the population of NI, was published by Department of Health (DoH) in 2012. This framework, entitled 'A Fitter Future for All' (AFFFA), contains a range of short, medium and long-term outcomes to be delivered over the period 2012-2022. The FSA is a named delivery partner for a number of outcomes relating to nutrition science, research and surveillance.

As a part of FSA in NI's remit, dietary health surveillance has been obtained over a number of years which provides a comprehensive understanding of what NI consumers are eating and purchasing as well as their attitudes and behaviours with regards to food. This data is important to enable FSA in NI to deliver on the AFFFA outcomes and to ensure that robust evidence is used to inform policy development, implementation and evaluation. Dietary health surveillance also enables the FSA in NI to align with policies proposed by the Department of Health and Social Care's (DHSC) [Childhood obesity: a plan for action Chapter 2 report](#). In July 2020, the DHSC published an updated policy called '[Tackling obesity: empowering adults and children to live healthier lives](#)' which reiterated their commitment to reducing the number of adults living with obesity and halving childhood obesity by 2030.

The monitoring of NI take home food and drink data forms one part of the FSA's dietary health surveillance. To date, NI take home food and drink purchasing data has been used to inform a number of key workstreams within the Dietary Health team. Some examples include:

- Identifying the purchasing patterns of marker foods outlined in DoH's obesity prevention strategy AFFFA.
- Identifying the food and drink categories that are the highest contributors of calories, fat, saturated fat, sugar and salt purchasing in NI to inform the FSA's Eating Well Choosing Better programme. This information ensures that reformulation efforts are targeted at the appropriate food and drink categories.
- Ensuring consumer messaging is targeted at demographic groups who are most in need.
- Used in conjunction with other NI specific datasets such as the National Diet and Nutrition Survey and the Food and You 2 survey, to provide a more complete picture of the NI consumer.

Future objectives include using the food and drink data to support the policy development for restricting High-fat Sugar Salt (HFSS) promotions in store. This data will also be used to examine trends in both in-store and online food and drink purchasing from 2018 to 2022, thereby assessing the potential impact of the Covid-19 pandemic and the current cost-of-living crisis.

The Specification

FSA in NI wish to continue with the previous data provider to obtain NI take home food and drink purchasing data for years 2021 and 2022. The aim of obtaining this data is to explore take home food and drink purchases in NI and identify food and drink categories that are of concern to dietary health and examine key trends.

The contractor must:

1. Provide in-store and online take home purchasing data on the following 40 food and drink categories:

1. Total Market
2. Total Alcohol
3. Beer & Lager
4. Spirits
5. Wine
6. Flavoured Alcohol Beverages
7. Pure Fruit Juice
8. Milk Based Drinks
9. Regular Soft Drinks
10. Diet Soft Drinks
11. Water
12. Plain Breads
13. Bread with Additions
14. Morning Goods
15. Pasta Rice Noodles
16. Potato Products
17. Breakfast Cereals
18. Vegetables
19. Fruit
20. Chocolate Confectionery
21. Sweet Confectionery
22. Ice Cream Lollies Sorbets
23. Biscuits (sweet)
24. Savoury Biscuits & Crackers
25. Cakes
26. Puddings
27. Crisps & Savoury Snacks
28. Ready Meals (excluding Pizza)
29. Pizza
30. Meat
31. Fish (excludes Oily Fish)
32. Oily Fish
33. Meat Products/Processed Meat
34. Yoghurts & Fromage Frais
35. Cheese
- 36. Milk**
37. Fats, Oils & Spreads
38. Cooking Sauces Table Sauces & Dressings
39. Dips & Salads
40. Soups

2. From the 40 food and drink categories, subcategories of HFSS and Healthier products should be created. Examples of these subcategories include:

HFSS	Healthier
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Milk Based Drinks	Pure Fruit Juice
Regular Soft Drinks	Plain Breads
Morning Goods	Bread with Additions
Breakfast Cereals	Pasta Rice Noodles
Chocolate Confectionery	Potato Products
Sweet Confectionery	Vegetables
Ice Cream Lollies Sorbets	Fruit
Biscuits (sweet)	Fish (exc Oily Fish)
Savoury Biscuits & Crackers	Oily Fish
Cakes	Yoghurts & Fromage Frais
Puddings	Cheese
Crisps & Savoury Snacks	Milk
Pizza	Soups
Meat Products & Processed Meats	
Cooking Sauces Table Sauces & Dressings	
<u>Dips & Salads</u>	

3. Agree the definitions of all the 40 food and drink categories, and HFSS and Healthier categories with the FSA before any data analysis is conducted. A final list of agreed food and drink category definitions should be provided to the FSA.
4. Combine the total volume of food and drink purchased in NI with the most up to date product nutritional information of each food and drink category to calculate the nutritional content¹ of purchasing for years 2021 and 2022:
 - per household per year
 - per person per year
 - per person per day
5. Combine the volumes purchased in NI with the most up to date product nutritional information to calculate the calories, fat, saturated fat, total sugar and salt purchasing for each of the 40 food and drink categories, and HFSS/Healthier categories.
6. Provide both in-store and online total purchasing data on the following outputs for each of the 40 food and drink categories, and HFSS/Healthier categories:
 - Spend (£)
 - Nutritional volume (kg, litres, servings)
 - Packs
 - Penetration² (%)
 - Frequency
 - Average weight of purchase (kg, litres, packs)
 - Price (pence)

¹ Nutritional content refers to the following nutrients: calories, fat, saturated fat, carbohydrates, total sugar, protein, fibre and salt.

² Penetration is the percentage of the total households in the take home market universe who have purchased a product or category from a retailer at least once in the time period being looked at.

7. Review and agree the definitions of each demographic (ABC1, C2DE, Pre and Young Family, Middle Family Mix, Empty Nesters/Retired, urban and rural) with the FSA before any data analysis is conducted.
8. Provide the number of households within each demographic (ABC1, C2DE, Pre and Young Family, Middle Family Mix, Empty Nesters/Retired, urban and rural) to show how different demographic groups compare in size.
9. Provide in-store and online purchasing data on the following outputs for each of the 40 food and drink categories, and HFSS/Healthier categories for different demographic groups (ABC1, C2DE, Pre and Young Family, Middle Family Mix, Empty Nesters/Retired, urban and rural):
 - Spend (£)
 - Share of spend (%)
 - Nutritional volume (kg, litres, servings)
 - Share of nutritional volume (%)
 - Packs
 - Penetration (%)
 - Frequency
 - Average weight of purchase (kg, litres, packs)
 - Price (pence)
10. Provide both in-store and online promotions purchasing data for each of the 40 food and drink categories, and HFSS/Healthier categories. A secondary data set including promotions purchasing data stratified by demographics is required. Promotional purchasing data necessary is as follows:
 - Total promotions³ - spend (£), nutritional volume (kg, litres, servings) and packs.
 - Volume focused promotions⁴ - spend (£) and nutritional volume (kg, litres, servings).
 - Money off promotions⁵ - spend (£) and nutritional volume (kg, litres, servings).
 - Other promotions⁶ - spend (£) and nutritional volume (kg, litres, servings).
11. Provide nutritional profiling data for promotion products. The percentage of calories, fat, saturated fat, sugar, salt, and fibre purchased from promotional products from each category is required.
12. For all the data requirements, provide robust data that is reflective of the NI population.
13. Provide a clear description and/or methodology as to how data outputs were obtained.
14. Provide the data requirements detailed in points 4, 5, 6, 9, 10 and 11 in the appropriate units (highlighted in brackets for some of the data outputs) and also as a percentage share of the total market.

³ Total promotions include volume focussed, money off and other promotions.

⁴ Volume focussed promotions are promotions that offers an additional amount of product at no extra cost e.g. buy one get one free.

⁵ Money off promotions are promotions that offer a reduced price of the product e.g. X off marked price.

⁶ Other promotions are all other types of promotions e.g. coupons.

15. In all instances, provide data for the years 2021 and 2022 as well as delivering an update of the previous datasets (2018 - 2020) to ensure the new dataset is directly comparable with previous datasets.
16. In all instances, provide data in a format where the data outputs and the data for each year can be easily compared.
17. Provide the following deliverables:
 - a) Template of database prior to delivery of data
 - b) Raw data tables in Microsoft Excel (the style and format of this data should be discussed and agreed with FSA before delivery).
 - c) A PowerPoint presentation summarising the key findings from years 2021 and 2022 including interpretations of the data analysis.
 - d) An infographic (two sides of an A4 page) highlighting the headline findings from the data for years 2021 and 2022. The icons/images that are used in the infographic should also be provided separately. This should be delivered within eight months of receipt of data.Deliverables a), b) and c) should be provided to the FSA within 6 weeks after signing the contract
- e) A virtual follow up session with representatives from the FSA to discuss the dataset, the PowerPoint presentation and infographic once all deliverables have been received and no longer than 12 weeks of signing the contract.

Data Sharing and Publication

18. Detail any specific requirements that the FSA need to adhere to when sharing and/or publishing data that has been obtained from this contract.
19. Publication by the successful contractor of any research articles or other publications based on data and information collected in relation to this project will be subject to approval from the FSA. However, this will not be unreasonably withheld.

Personnel

20. Detail all the key personnel who will be working on this project. Should any element of this project be subcontracted, this must also be stated with details of the subcontracted companies, their key personnel and working arrangements with subcontractors.
21. The successful contractor will be required to appoint a Contract Manager who will be fully accountable for the delivery of the project against the contract. They will be required to liaise closely with the Agency's nominated project officer, Aoibheann Dunne.



Annex 3 - Technical Proposal

Tender Application form for a project with the Food Standards Agency



- Applicants should complete each part of this application as fully and as clearly as possible
- Brief instructions are given in the grey boxes at the start of each section.
- Please submit the application through the Agency's eSourcing Portal (Bravo) by the deadline set in the invitation to tender document.

LEAD APPLICANT'S DETAILS

TENDER SUMMARY

TENDER TITLE

FS304003-2022-23_Northern Ireland take home food and drink purchasing data for 2021 and 2022

TENDER REFERENCE

FS304003

PROPOSED START

06/01/2023

PROPOSED END DATE

31/08/2023

1: TENDER SUMMARY AND OBJECTIVES

A. TENDER SUMMARY

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

The Food Standards Agency (FSA) is an independent Government department working across England, Wales and Northern Ireland (NI) to protect public health and consumers' wider interest in food.

The prevalence of obesity in the NI population is a concern, 65% of adults are either overweight (38%) or obese (27%) and around a quarter (26%) of children aged 2-15 were either overweight (20%) or obese (6%). A cross-Departmental framework for preventing overweight and obesity across the life course of the population of NI, was published by Department of Health (DoH) in 2012. This framework, entitled 'A Fitter Future for All' (AFFFA), contains a range of short, medium and long-term outcomes to be delivered over the period 2012-2022. The FSA is a named delivery partner for a number of outcomes relating to nutrition science, research and surveillance.

As a part of FSA in NI's remit, dietary health surveillance has been obtained over a number of years which provides a comprehensive understanding of what NI consumers are eating and purchasing as well as their attitudes and behaviours with regards to food. This data is important to enable FSA in NI to deliver on the AFFFA outcomes and to ensure that robust evidence is used to inform policy development, implementation and evaluation.

FSA in NI wish to continue with the previous data provider to obtain NI take home food and drink purchasing data for years 2021 and 2022. The aim of obtaining this data is to explore take home food and drink purchases in NI and identify food and drink categories that are of concern to dietary health, examine key trends, and assess the impact of covid lockdowns.

Kantar have already collected take home food and drink purchasing of Northern Ireland (NI) households and the nutrient content of those products for 2021, and are collecting the data for 2022, so can deliver the information required for this project as Excel and PowerPoint based reports, and an Infographic highlighting the main areas of focus

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 its stated objectives and policy needs. Please number the objectives and add a short description. Please add more lines as necessary.

OBJECTIVE NUMBER	OBJECTIVE DESCRIPTION
	The FSA in NI wish to continue with the previous data provider to obtain NI take home food and drink purchasing data for the years 2021 and 2022 as well as receiving new backdata covering 2018 - 2020. Kantar have previously supplied purchase and nutrition data to the FSA in NI and can provide volume sales of foods purchased in Northern Ireland, both physical and online purchasing, in combination with the most up to date nutritional labelling information (energy; protein; carbohydrate, sugar; fat; saturated fat; salt; and fibre), to arrive at total Northern Ireland Nutritional Purchasing (all analysed per year/day/person). Kantar can provide data for 2021-2022 and new backdata covering 2018-2020
2	Data provided will detail the nutrient contribution of the 40 specified food and drink categories in NI take home food and drink purchases, and market share data; market measures; consumer measures (penetration/frequency/average weight of purchase; price); and percentage sold on/off promotion and by type of promotion. Data for online and physical purchases will also be included. Data will be grouped into High Fat, Sugar, Salt (HFSS) and Healthier food and drink groups for additional analysis. In addition, the data will be useful in identifying categories of food that are sold in volume on promotion to determine the balance or otherwise of food retail promotions.
3	Data provided will detail the volume, spend and consumer measures (penetration/frequency/average weight of purchase/average price) and number of households for each key demographic group; ABC1, C2DE, Pre & Young Family, Middle Family Mix, Empty Nesters/Retired, Urban and Rural, allowing comparison of each group and share of nutrient compared to overall size of each demographic group across the 40 different food and drink categories. Data will be grouped into High Fat, Sugar, Salt (HFSS) and Healthier food and drink groups for additional analysis
4	Data grouped into High Fat, Sugar, Salt (HFSS) and Healthier food and drink groups for additional analysis will be analysed using consumer measures (penetration/frequency/average weight of purchase; price)
5	Data will also be used to examine trends in both in-store and online food and drink purchasing from 2018 to 2022, thereby assessing the potential impact of the Covid-19 pandemic and the current cost-of-living crisis, data will also be grouped and analysed as High Fat, Sugar, Salt (HFSS) and Healthier food and drink groups. Analysis carried out using consumer measures (penetration/frequency/average weight of purchase; price)
6	Data provided for physical and online purchases via promotion for each of the 40 specified food & drink categories, the HFSS/Healthier categories, by demographic group (Social class, lifestyle, rural/urban) as a secondary dataset. Analysis on total promotional purchases, volume promotion, value (money off) promotion, and all other promotions. Providing data on spend, volume, packs purchased, and the percentage share of calories, total fat, saturated fat, sugar, salt, and fibre purchased via promotion for each category

2: DESCRIPTION OF APPROACH/SCOPE OF WORK

Some products will get captured as being a promotional barcode in the field by our field workers e.g. a barcode might have 100% extra free. As we know that this barcode is a promotional barcode and we know the details of the promotions from the field work then we can code any of the purchasing as such.

For this project, the promotional activity will be summarised into 3 groupings as below.

Money Off	Value
Extra Free Product	Volume
Banded Pack	
Multi-Buy	
Bag Offers	
All other types of promotions not covered by 'Value' or 'Volume' promotions mentioned above	Other

Panel Monitoring

- An experienced Kantar Panel Quality team track purchasing patterns and investigate if changes occur
- Eligibility into the final data is assessed every 4 weeks and panellists will not be used if there are reasons to suspect poor compliance.
- Data from all panellists is reviewed every 4 weeks and only those passing the eligibility criteria will be included in the data for that period. There are minimal spend and volume limits and assessment across peer groups e.g. other 5 person households and those falling short will be excluded for that period and contacted to check the data.

The actual eligibility criteria are not published by Kantar but will be reviewed regularly to ensure we have the best read of take home purchasing.

Approximately 23% of the 650 NI household panel will not meet the eligibility criteria in a typical 4 weekly period.

- Kantar has the ability to have regular communication with panellists about their scanning if changes are seen.

Weighting

- Data from the sample households will be weighted up to reflect all NI households with demographic and retailer weightings.
- Weightings are also applied to smaller baskets to compensate for compliance issues.

Pick up and Validation

Trends are constantly validated by the food and drink manufacturers and retailers buying the data, using their ex-factories and retail audit data.

Data Output

Once the data has been collected from the panel and weighted up to represent the total, GB or NI population, the data is produced ready for client projects. The data available is generally processed as 4 week ending data periods, with 13 periods added up to represent a year. The data covers purchase volume, spend, number of households purchasing, weight and frequency of purchase and price.

The data is available at a total level, by category and for individual products and may be reviewed across many different demographic and retailer splits. Data on promotions is also tracked as detailed above.

Data is coded and produced to pre-set category definitions but there is flexibility for new category definitions for client projects.

The data is available for both GB and NI regions.

The nutritional data is collected separately and then added to the purchasing information.

Methodology: Kantar Nutrition Service



Kantar have been collecting and coding nutritional information from Food and Drinks packaging since early 2005. The nutrient values are combined with the purchasing information to provide nutrient volumes by product, food category and for the total Take Home Food and Drink market.

The Big 8 nutrients are captured: calories, carbohydrates, sugar (total), total fat, saturated fat, fibre, protein and salt. All information is taken from product packaging and no laboratory analysis is undertaken.

Nutritional Data Sources

The nutritional data is sourced in four ways:

- Nutritional information available on packaging - this will be used in all cases where available
- Where applicable for similar products, known values will be cloned across other variants such as pack sizes, as well as other similar products coded as the same brand, referred to as 'cloning'. Cloning of data only occurs for products that sit within the same brand in Kantar's brand coding.
- For some fresh and non-barcode products Mccance & Widdowson (The Composition of Foods) nutritional handbook is used.
- Where none of the above applies we will calculate a mean value at market and sub-market level and apply to non-coded products, referred to as imputed values.

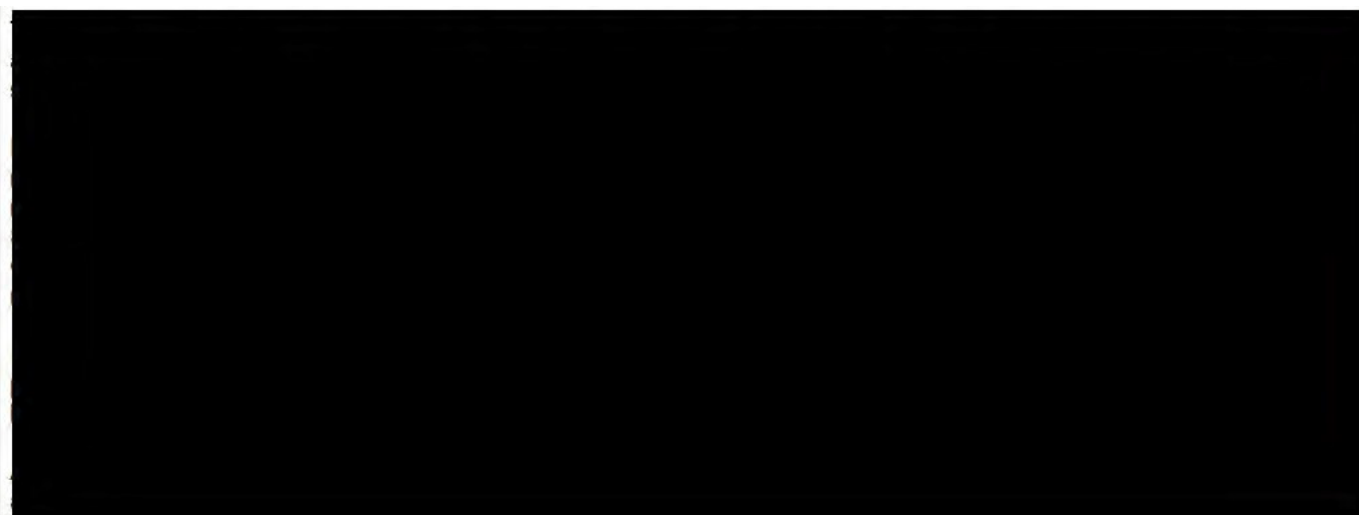
Imputes are used when products are not found in field so usually smaller, seasonal products, sold in smaller stores or when nutritional information is missing from the packaging. The extent in which imputed values are used varies by category. Some markets like Chilled Fruit Juice & Drinks have a very low number of imputed values, at 10%, while others like Ambient Cakes & Pastries are higher with 29% of products with imputed values. This is due to the lower levels of nutritional information on the packaging.

The imputed values are calculated every 4 weeks using an average of the found data for the other products in the categories. Often the imputation process is set to a sub-category level as more accurate e.g. diet carbonated soft drinks rather than total.

Mccance & Widdowson is now used for less than 1% of all take home products and only in the following markets: most alcohol, fruit & veg, some milk, and meat products.

In 2022 there were 100,053 different food and drink products bought in GB Take Home shopping baskets. Real and found nutrient values are available for 60% of products, cloning 15%, Mccance & Widdowson <1% with the remaining 24% of products given imputed values.

Nutritional information is updated by Kantar fieldworkers on a rolling 4 monthly basis. The fieldworkers visit a sample of multiple stores (Asda, Tesco, Waitrose, Co-op, Iceland, Farm Foods, M&S, Aldi, Lidl) and capture the barcode and nutritional panel via a hand held device for products found on the shelf in the target category.



added into our systems and combined with the purchasing data, enabling us to know who is buying, what, when and from where, plus the nutritional content of the products purchased.

Please note, Kantar only collect the nutritional data from products purchased in GB and the nutritional values are assumed to be the same for the same product bought in NI. When checked for this project, over 85% of take home food and drink products bought by the NI panel have also been purchased by the GB panel.

Category averages, imputed means, have been calculated for the remaining 15% of products only purchased in NI so there is more estimation of the nutritional read for the NI dataset than the GB one, but the estimates are based on actual products sold so will be robust. The categories in NI with greater estimation than GB i.e. high imputed read, are produce, dairy, sausages, bread and morning goods where there are more NI specific products.

The methodology and quality controls outlined above enables Kantar to provide volumes of all food and drink products purchased by NI households over time and the big 8 nutrients they contain, with promotional data and splits by retailers and demographic groups, enabling Kantar to provide the data required by the FSA in NI.

Nutritional information is collected from back of the outer packaging for multipacks with the nutrient data reflecting the first product listed on the packaging.

On the issue of robust trends, Kantar have produced purchasing data for many years and a nutritional read since 2005 so there are many years of trended data available. There will be some data changes over time as the methodology has been improved and the panel size increased, and we use our considerable experience and judgement to assess the impact of these as and when they occur. The aim is to keep panellists on the panel for as long as possible, so we are reporting changes in behaviour in the same households over time, but the number will diminish over time (67% of the current panel have been reporting to Kantar for 5 or more years).

On a general note, data will be more robust for larger product categories, bought frequently by a large number of households, than smaller categories/products and we use the number of sample households buying in that time period as one of the robustness checks when considering the category list.

Please note data produced by Kantar is an estimate based on a sample of households. On-going improvements to methodology may lead to small changes in the back data supplied each year. Kantar will investigate and explain where possible the impact of such changes. Updating reports with the latest 5 years of data is recommended.

As Kantar Worldpanel provided similar information for 2006-2020, the 2021-2022 data will be compatible with the previous datasets. It is worth noting that Kantar are constantly making minor improvements to the data, with data re-processed back for 5 years when changes occur, therefore when the 2021-2022 reports are produced, Kantar will re-issue 2018-20 data to ensure the most up-to-date trended data is available for analysis.

Demographic Analysis

As part of an extensive questionnaire completed when joining the panel, which is updated annually, household are asked about their working status. The details below are used as a guide to code each panel member to the appropriate social grade.

Social Grading Guide

Kantar uses the standard Market Research Society coding to grade each household on the panel. Briefly these codes are:

GRADE	SOCIAL STATUS	Description
A	Upper Middle	Higher managerial, higher administrative, or higher professional
B	Middle	Intermediate administrative, intermediate professional, senior managerial
C1	Lower Middle	Supervisory or clerical, junior managerial, junior administrative, junior professional

C2	Skilled Working	Skilled manual workers; generally, having served in apprenticeship
D	Working	Semi and unskilled workers
E	Non-Earners, State Benefits Only	Those receiving state benefits only

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

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.

Project Plan after contract award

- Purchasing and Nutrient data has already been collected through Kantar's usual operations
- Food and drink category definitions to be confirmed by FSA NI
- Database with the required data for the analysis to be produced
- Data quality checking: category definitions, trends over time etc
- Agree any amendments to the previous reports
- Agree new report layout and formatting
- Reports produced
- PowerPoint summary produced
- Reports and summary checked and sent to FSA in NI
- De-brief workshop to take place at a point in time to be agreed with FSA in NI within 12 weeks of delivery of data
- FSA to feedback on data of interest to be used in infographic
- Infographic draft produced and sent to FSA in NI for feedback
- Final version of infographic produced and sent to FSA in NI within 8 months of FSA in NI receiving reports

The reports require purchasing data and nutrient content information: 2021 - 2022 and updated back data for 2018 - 2020

The following food and drink categories are required by the FSA in NI

1. Total Market
2. Total Alcohol
3. Beer & Lager
4. Spirits
5. Wine
6. Flavoured Alcohol Beverages
7. Plain Breads
8. Morning Goods
9. Bread with Additions
10. Pasta Rice Noodles (inc Flavoured)
11. Breakfast Cereals
12. Vegetables
13. Fruit
14. Pure Fruit Juice
15. Milk Based Drinks
16. Chocolate Confectionery
17. Sweet Confectionery
18. Ice Cream Lollies Sorbets
19. Crisps & Savoury Snacks
20. Regular Soft Drinks



21. Diet Soft Drinks
22. Water
23. Ready Meals (exc Pizza)
24. Pizza
25. Meat
26. Fish
27. Oily Fish
28. Meat Products/Processed Meat
29. Potato Products
30. Yoghurts & Fromage Frais
31. Cheese
32. Milk
33. Puddings
34. Fats, Oils & Spreads
35. Cooking Sauces Table Sauces
36. Dips & Salads
37. Soups
38. Biscuits
39. Savoury Biscuits & Crackers
40. Cakes

Categories are defined using Kantar's standard category definitions. Kantar and NI FSA have worked together on the definitions of the categories for the project.

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	TARGET DATE	TITLE OF DELIVERABLE OR MILESTONE
DELIVERABLE 1-3, 2021- 2022 DATA, 2018-2020 NEW BACK DATA, OBJECTIVE 1,2,3,4,5	17/02/2023	<p>3 reports delivering FSA in NI requirements listed below:</p> <ul style="list-style-type: none"> Nutrient Monitoring- Big 8 Nutrient Summary Report Nutrient Purchases by food category Tracking of key Marker Foods in NI Obesity Prevention Strategy All nutrients (calories, protein, fibre, carbohydrates, total sugar, total fat, saturated fat, salt) analysable by number of households; population; to show total nutrient; nutrient per household; nutrient per year per person; nutrient per day per person Price and Promotions - nutrient monitoring by food category by perceived promotional levels including clear trends on pricing over last 5 years Monitoring socio-economic status and urban vs. rural Further detail on promotions (Percentage sales by promotion) Percentage sales split by promotion type, grouped into Money Off/ Volume Focussed/ Other) <p>Market measures</p>

		<ul style="list-style-type: none"> All categories will be analysed for spend; standard volume; packs number; nutritional volume; energy (kcal); sugars (kg); fat (kg); saturates (kg) and salt (kg) Consumer measures (penetration/frequency/average weight of purchase; price) Trend data from 2021-2022 (plus 2018-2020 back data to be re-issued to maintain trends)
DELIVERABLE 1, 2021-2022 DATA, 2018-2020 NEW BACK DATA, OBJECTIVE 1 & 2	17/02/2023	<p>Reports</p> <p>1. Top-line consumer and nutrient data</p> <p>Volume, value, packs and sales weighted average price</p> <p>Total NI households</p> <p>Data provided:</p> <ul style="list-style-type: none"> Nutrient Monitoring - Big 8 Nutrient Summary Report All nutrients (calories, protein, fibre, carbohydrates, total sugar, total fat, saturated fat, salt) analysable by number of households; population; to show total nutrient; nutrient per household; nutrient per year per person; nutrient per day per person Trend data from 2021-2022 (with 2018-2020 back data re-issued to maintain trends) <p>Date for delivery based on contract signed 15th December 2022 and Kantar 2022 data available 5th January 2023</p>
DELIVERABLE 2, 2021-2022 DATA, 2018-2020 NEW BACK DATA, OBJECTIVE 2,4,5	17/02/2023	<p>2. Top-line consumer dynamics and nutritional summary by category</p> <p>Table of results in excel format with total take home food and drink and 40 agreed categories</p> <p>Market measures</p> <ul style="list-style-type: none"> All categories will be analysed for spend; standard volume; packs number; nutritional volume; energy (kcal); sugars (kg); fat (kg) saturates (kg) salt (kg) Consumer measures (penetration/frequency/average weight of purchase; price) Trend data from 2021-2022 (plus 2018-2020 to be re-issued to maintain trends) % value and volume sold on promotion Instore & online purchase promotions <p>Total NI households</p> <p>Date for delivery based on contract signed 15th December 2022 and Kantar 2022 data available 5th January 2023</p>
DELIVERABLE 3, 2021-2022 DATA, 2018-2020 NEW BACK DATA, OBJECTIVE 3,4,5	17/02/2023	<p>3. Promotions & Demographic Summary</p> <p>Table of results in excel format with total take home food and drink and 40 agreed categories</p>

		<p>% sold on promotion: split by money off, volume focussed and other promotions</p> <p>Purchase data, instore promotions and online promotions</p> <p>Volume and value; consumer measures (penetration/frequency/average weight of purchase; price) and number households</p> <p>Split by Urban vs. Rural, Socio Economic groups and Lifestage</p> <p>Date for delivery based on contract signed 15th December 2022 and Kantar 2022 data available 5th January 2023</p>
DELIVERABLE 4, 2021-2022 DATA, 2018-2020 NEW BACK DATA, OBJECTIVE 1,2,3,4,5	17/02/2023	<p>PowerPoint Summary Report</p> <p>Providing data on:</p> <p>Top line summary and key take outs from the 3 excel reports</p> <p>Date for delivery based on contract signed 15th December 2022 and Kantar 2022 data available 5th January 2023</p>
DELIVERABLE 5, 2021-2022 DATA, 2018-2020 OBJECTIVES	17/02/2023	<p>Promotions Report</p> <p>Data for in-store and online purchases via promotion</p> <p>40 food and drink categories and HFSS/Healthier category grouping</p> <p>Analysis on total promotional purchases, volume promotion, value (money off) promotion, and all other promotions</p> <p>Data on spend, volume, packs purchased</p> <p>Percentage share of calories, total fat, saturated fat, sugar, salt, and fibre</p> <p>By demographic groups; Social class, lifestage, rural/urban</p> <p>PowerPoint deck and Excel data tables</p>
DELIVERABLE 6, 2021-2022 DATA, 2018-2020 OBJECTIVE 1,2,3,4,5	09/03/2023	<p>Final Summary Report & Debrief</p> <p>Standalone summary of key points, presented output and interpretations. To be delivered virtually via a platform suitable for the FSA in NI (suggested Microsoft Teams) within 12 weeks of contract being signed, at a time and date to be confirmed by FSA in NI but no later than 9¹¹ March 2023</p> <p>Date for delivery based on contract signed 15th December 2022 and Kantar 2022 data available 5th January 2023</p>
DELIVERABLE 7, 2021-2022 DATA, 2018-2020 OBJECTIVE 1,2,3,4,5	06/10/2023	<p>Infographic</p> <p>Infographic providing a summary of key trends from the reports in an easy to share format using data for 2021-2022, as well as a separate file containing the images used in the infographic. Infographic to be delivered within 8 months of data being delivered to FSA in NI, delivery date based on reports delivered 17/02/2023. Kantar require the FSA in NI to specify the data to be included in the infographic before Kantar can start work on the infographic, as such Kantar can not specify a date for delivering a draft infographic as this is dependant on FSA in NI analysis of delivered data</p>
		<p>Delivery dates provided are based on the contract signed date of 15th December 2022 and Kantar 2022 data available 5th January 2023</p>



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.

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

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

Lead Applicant Kantar UK Limited

Named staff members, details of specialism and expertise.

[illegible]

Participant Organisation 1	
Named staffmembers, details of specialism and expertise.	

Participant Organisation 2	
Named staffmembers, details of specialism and expertise.	

Participant Organisation 3
Named staffmembers, details of specialism and expertise.

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

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

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 purchase and nutrition data for this project has already been collected and checked by Kantar Worldpanel as part of their usual operations and is available for analysis.

Quality controls:

Quality control procedures include regular monitoring of the following:

- o Sample structure, size, and representativeness of panels
- o Data capture performance (including number of shopping trips, time taken to record, number of items recorded)
- o Panel continuity
- o Kit and transmission
- o Barcode matching and identification
- o Extreme purchasing

Panel communication team - encourage response and remove those with poor data

- o Track purchasing patterns and investigate if changes occur
- o Regular communication with panelists about their scanning compliance

Eligibility into the final data is based on volume and spend in comparison to similar sized households, panelists will not be used if Kantar suspect poor compliance

Trends are validated by manufacturers and retailers buying the data, using their ex-factories and retail audit data

There are a series of automated and manual checks on the nutritional values collected including minimum and maximum nutrient ranges by category and investigation of any significant changes in values or overall trends reported. Nutrient relationships are also checked, e.g. Saturated Fat is not higher than Total Fat, Sugar is not higher than Carbohydrates

Product images are stored for a large proportion of take home food and drink products to allow for validation and queries.

The 2021 has been collected, with 2022 data collection taking place on an ongoing basis. This data will be available for the analysis and delivery as laid out in this proposal.

There will be a series of checks on the final project output covering category definitions, data analysis, robustness and reporting

Robustness checks will cover the required categories and the detail on demographics and promotions by category. Data which falls below usual sample size robustness will have data highlighted or suppressed.

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
Kantar to cease trading	Low	High	Kantar has been a viable business for over 30 years and has senior company focus to ensure this doesn't happen. Good financial controls.

External events such as cyber or terrorist attacks	Low	High	Low risk and planned for. Detailed contingency plans in place. Prior experience of cyber-attack in 2017, with minimal impact to client delivery at the time
Staff illness	Low	Medium	Inclusion of wider Kantar team in project
Staff changes	Low	Medium	Company focus on staff retention and training, with detailed project plans in place if team changes are required There will be special focus on establishing any new senior contacts allocated to the FSA NI project.
Data quality	Low	Medium	Low risk as Kantar are utilising many data checking methods to ensure the data provided is as accurate as possible.
Pandemic	Medium	Medium	Detailed contingency plans in place with a focus on IT processes. Proven ability of working at home, Kantar employees now work from home majority of the time

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 ISO 17025.

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

- Kantar's standard quality controls on data are listed in Approach/Scope of work.
- Kantar is a Company Partner and accredited to the Market Research Society, the world's leading research association
- Kantar are 'ISO9001: Quality Management Systems' certified and were last assessed in November 2021, audited by [Marketing Quality Assurance Ltd \(MQA\)](#).

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.

Data is collected from individual sample households and then collated and weighted to represent all NI households. Data is delivered at an aggregated level; no data on individuals is included in the delivery or provided as part of the project



Annex 4- Charges

Application form for a project with the Food Standards Agency Commercial Template

[Redacted content]

Project Costs Summary Breakdown by Participating Organisations

[Redacted content]

Total Project Costs (excluding VAT) **	£ 155,588.00
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- Please indicate zero, exempt or standard rate. VAT charges not identified above will not be paid by the FSA
- "The total cost figure should be the same as the total cost shown below and in the Schedule of payments tab.



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Total Project Costs! £	1ss.58a.00
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100



consumable/Equipment Costs

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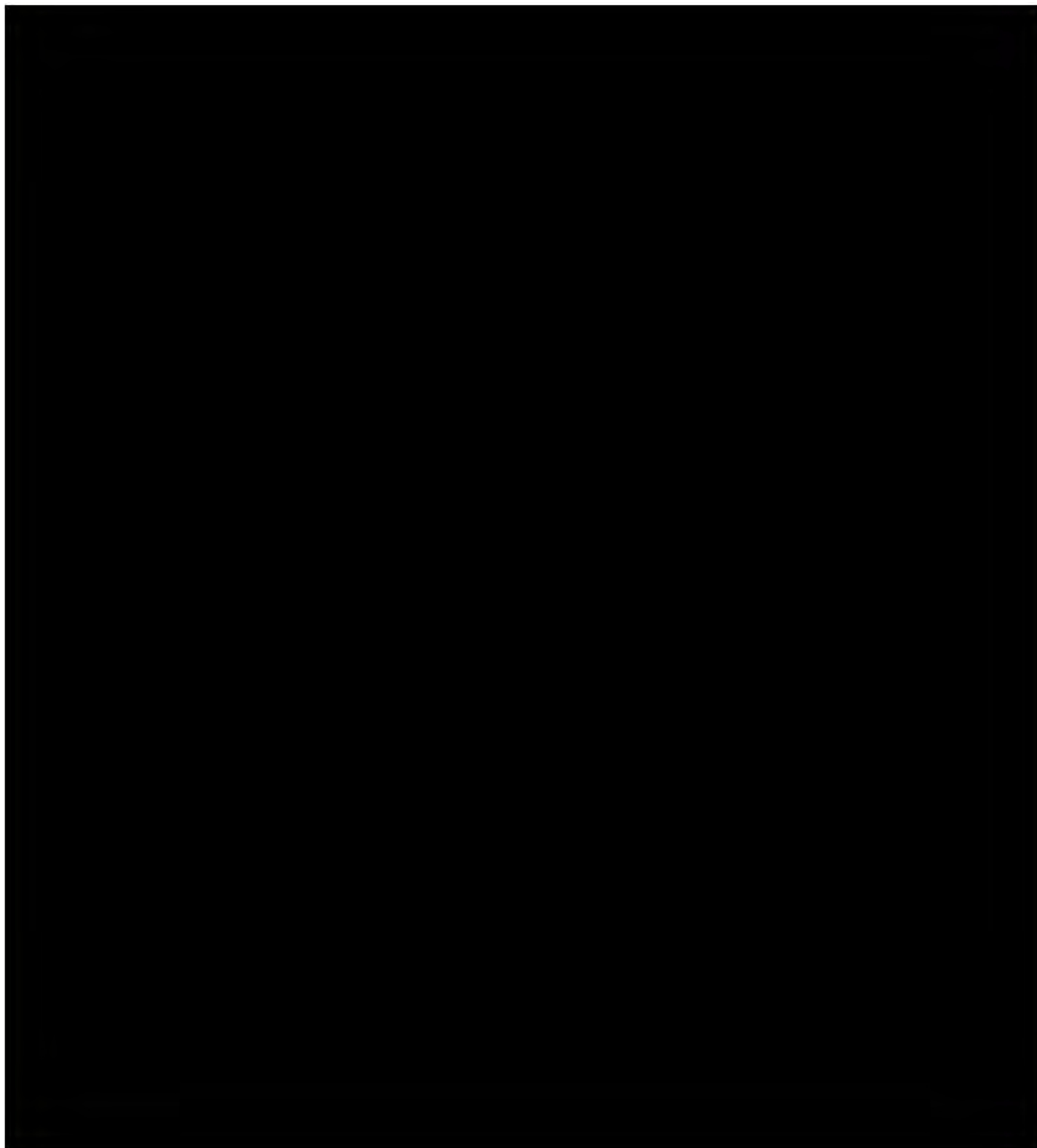
Travel and Subsistence Costs

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Totals Agree

Annex 5 - Clarification Questions and Responses





**Food
Standards
Agency**
food.gov.uk



Short form Terms

1. Definitions used in the Contract

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

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

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

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

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

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

2. Understanding the Contract

In the Contract, unless the context otherwise requires:

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

3. How the Contract works

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

4. What needs to be delivered

4.1 All Deliverables

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

4.2 Goods clauses

N/A

5. Pricing and payments

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

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

6. The Buyer's obligations to the Supplier

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

7. Record keeping and reporting (Superseded by the Special Terms in the Order Form)

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

- (c) provide a deadline for completing the corrective action.

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

8. Supplier staff

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

9. Rights and protection

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

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

10. Intellectual Property Rights (IPRs) (Superseded by the Special Terms)

- 10.1 Each Party keeps ownership of its own Existing IPRs. The Supplier gives the Buyer a non-exclusive, perpetual, royalty-free, irrevocable, transferable worldwide licence to use, change and sub-license the Supplier's Existing IPR to enable the Buyer and its sub-licensees to both:
- (a) receive and use the Deliverables; and
 - (b) use the New IPR.
- 10.2 Any New IPR created under the Contract is owned by the Supplier. The Buyer gives the Supplier a licence to use any Existing IPRs and the New IPR for the purpose of fulfilling its obligations during the Term. See **Annex 6 - Kantar License Terms**.
- 10.3 Where a Party acquires ownership of intellectual property rights incorrectly under this Contract it must do everything reasonably necessary to complete a transfer assigning them in writing to the other Party on request and at its own cost.
- 10.4 Neither Party has the right to use the other Party's intellectual property rights, including any use of the other Party's names, logos or trademarks, except as provided in clause 10 or otherwise agreed in writing.
- 10.5 If any claim is made against the Buyer for actual or alleged infringement of a third party's intellectual property arising out of, or in connection with, the supply or use of the Deliverables (an "IPR Claim"), then the Supplier indemnifies the Buyer against all losses, damages, costs or expenses (including professional fees and fines) incurred as a result of the IPR Claim.

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

11. Ending the contract

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

- 11.2 The Buyer can extend the Contract where set out in the Order Form in accordance with the terms in the Order Form. **(Superseded by the Special Terms in the Order Form)**

11.3 Ending the Contract without a reason **(Superseded by the Special Terms in the Order Form)**

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

11.4 When the Buyer can end the Contract

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

11.5 What happens if the Contract ends

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

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

11.6 When the Supplier can end the Contract (Superseded by the Special Terms in the Order Form)

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

11.7 Partially ending and suspending the Contract

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

12. How much you can be held responsible for

- 12.1 Each Party's total aggregate liability under or in connection with the Contract (whether in tort, contract or otherwise) is no more than 125% of the Charges paid or payable to the Supplier.
- 12.2 No Party is liable to the other for:
- (a) any indirect losses;
 - (b) loss of profits, turnover, savings, business opportunities or damage to goodwill (in each case whether direct or indirect).
- 12.3 In spite of clause 12.1, neither Party limits or excludes any of the following:
- (a) its liability for death or personal injury caused by its negligence, or that of its employees, agents or subcontractors;
 - (b) its liability for bribery or fraud or fraudulent misrepresentation by it or its employees;
 - (c) any liability that cannot be excluded or limited by law.
- 12.4 In spite of clause 12.1, the Supplier does not limit or exclude its liability for any indemnity given under clauses 4.20), 4.2(m), 8.5, 9.3, 10.5, 13.2, 14.26(e) or 30.2(b).
- 12.5 Each Party must use all reasonable endeavours to mitigate any loss or damage which it suffers under or in connection with the Contract, including any indemnities.
- 12.6 If more than one Supplier is party to the Contract, each Supplier Party is fully responsible for both their own liabilities and the liabilities of the other Suppliers.

13. Obeying the law

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

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

14. Data protection

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

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

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

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

15. What you must keep confidential

15.1 Each Party must:

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

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

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

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

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

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

- (d) where requested by Parliament;
- (e) under clauses 5.7 and 16.
- 15.5 For the purposes of clauses 15.2 to 15.4 references to disclosure on a confidential basis means disclosure under a confidentiality agreement or arrangement including terms as strict as those required in clause 15.
- 15.6 Information which is exempt from disclosure by clause 16 is not Confidential Information.
- 15.7 The Supplier must not make any press announcement or publicise the Contract or any part of it in any way, without the prior written consent of the Buyer and must take all reasonable steps to ensure that Supplier Staff do not either.

16. When you can share information

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

17. Invalid parts of the contract

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

18. No other terms apply

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

19. Other people's rights in a contract

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

20. Circumstances beyond your control

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

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

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

20.3 Where a Party terminates under clause 20.2:

- (a) each party must cover its own losses;
- (b) clause 11.S(b) to 11.S(g) applies.

21. Relationships created by the contract

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

22. Giving up contract rights

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

23. Transferring responsibilities (Superseded by the Special Terms in the Order Form)

- 23.1 The Supplier cannot assign the Contract without the Buyer's written consent.
- 23.2 The Buyer can assign, novate or transfer its Contract or any part of it to any Crown Body, public or private sector body which performs the functions of the Buyer.
- 23.3 When the Buyer uses its rights under clause 23.2 the Supplier must enter into a novation agreement in the form that the Buyer specifies.
- 23.4 The Supplier can terminate the Contract novated under clause 23.2 to a private sector body that is experiencing an Insolvency Event.
- 23.5 The Supplier remains responsible for all acts and omissions of the Supplier Staff as if they were its own.
- 23.6 If the Buyer asks the Supplier for details about Subcontractors, the Supplier must provide details of Subcontractors at all levels of the supply chain including:
 - (a) their name;
 - (b) the scope of their appointment;
 - (c) the duration of their appointment.

24. Changing the contract

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

25. How to communicate about the contract

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

26. Preventing fraud, bribery and corruption (Superseded by the Special Terms in the Order Form)

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

27. Equality, diversity and human rights (Superseded by the Special Terms in the Order Form)

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

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

28. Health and safety (Superseded by the Special Terms in the Order Form)

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

29. Environment (Superseded by the Special Terms in the Order Form)

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

30. Tax (Superseded by the Special Terms in the Order Form)

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

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

31. Conflict of interest (Superseded by the Special Terms in the Order Form)

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

32. Reporting a breach of the contract

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

33. Resolving disputes (Superseded by the Special Terms in the Order Form)

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



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

34. Which law applies

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

Annex 6- Kantars Audit & License Terms

Kantar Standard Audit clauses.

1. During the term of this Agreement, and no more than once per Year, Client may appoint an Independent Auditor (meaning an auditor from PWC, Deloitte, KPMG or Ernst & Young or another mutually agreeable internationally recognized auditing firm) to review the Financial Records of the Kantar relating to all live Projects and Services sows to verify:
 - i. the expenses; and/or
 - ii. Client purchase orders (or equivalent financial authorisations) against invoices.
 - iii. compliance with relevant data protection legislation.
2. Client shall give 20 Business Days of any audit and such audit shall be conducted only during normal business hours at the relevant Kantar location and in such a manner as to minimise disruption to the Kantar's business. Access granted for the audit shall be no more extensive than is reasonably necessary and the parties shall agree the scope of the audit no less than 15 days prior to its commencement date. Kantar shall be entitled to review and comment upon any draft audit report produced by an Independent Auditor prior to provision of the report to Client.
3. Neither the Independent Auditor or Client shall be permitted to perform penetration tests, vulnerability scans, or otherwise interrogate the Kantar's network or information technology systems.
4. In no circumstances shall Client or the Independent Auditor have access to (a) individual payroll and personnel files; (b) individual expenditure or records relating to the Kantar's other clients; (c) any of the Kantar's overhead costs; or (d) the Kantar's server rooms or IT systems.

Kantar's Licence Terms

1 DEFINITIONS

"IP Rights" means all trade secrets, patents, rights to inventions, copyright (including rights in computer software) and related rights, moral rights, database rights, utility models, rights in designs, trademarks, service marks, internet domain names, rights in know-how, rights in confidential information, rights in inventions (whether patentable or not), rights in goodwill, or to sue for passing off, and all other proprietary rights and other similar or equivalent rights or forms of protection in each case whether registered or unregistered and including all applications (or rights to apply) for, for renewals and extensions of, such rights as may now or in the future exist anywhere in the world;

"Materials" means information, output, documents, reports, data, programs, plans, products, advertising materials (including appended data, information databases, calculated scores and specialised database applications), software, algorithms, source code, object code, research tools, product taxonomies and dictionaries, analytical techniques and frameworks, methodologies, norms, formulae, works, questionnaires, systems, computer programs, including application software, platforms, enhancements, supporting documentation and other work processes and information, whether in hard copy or digital format;

"Syndicated Services" means the non-custom market research services and licensed data provided by Kantar and/or its Affiliates to one or more clients (including any subscription services) as such services and data are more particularly described and supplied under licence as identified in the relevant SOW).

2 INTELLECTUAL PROPERTY RIGHTS

2.1 For Syndicated Services the IP Rights vest in the Kantar at all times. The Client will be entitled after payment of all fees due to Kantar to use the Syndicated Services subject to the specific licence terms and shall not grant licences to any third party.

2.2 Kantar has and reserves and retains sole and exclusive ownership of all right, title and interest in and to the Syndicated Services, including all IP Rights arising from or relating to Syndicated Services.

2.3 Notwithstanding any other provision of this Agreement all copyright and all other IP Rights in:

- (a) any Materials created in the course of, or arising out of or in connection with, the provision of the Syndicated Services;
- (b) all Syndicated Services; and
- (c) all underlying data and/or databases,

shall remain the property of Kantar and/or its Affiliates (and/or its or their third party licensors) (or as it may direct).

2.4 Client shall be entitled (on a non-exclusive basis) to use applicable Syndicated Services internally in connection with its own business, in line with the terms of this Agreement and the permitted licence as outlined within the applicable SOW and shall not be entitled to disclose or publish the content of any such reports or data to any third parties unless otherwise agreed in writing with Kantar.

2.5 Kantar asserts the right to be identified as the author of all Syndicated Services and Client shall acknowledge Kantar as the source of the information.

3 LICENCE

- 3.1 Subject to the provisions of the relevant SOW, Kantar hereby grants to Client a limited, personal, non-exclusive, non-transferable, non-sublicensable licence (the "**Licence**") to use the Syndicated Services subject to the specific licence terms for Client's internal business purposes.
- 3.2 Access to Syndicated Services or parts thereof may only be given or made available to employees of Client (or such authorised users otherwise set out in the relevant SOW).
- 3.3 Client acknowledges and agrees that, unless otherwise expressly stated in an applicable SOW, Client Affiliates shall not receive the benefit of, or be entitled to use, the Licence.
- 3.4 Client agrees to maintain adequate books and records relating to its compliance with the terms of this Agreement, including the distribution of Licences, during the term of this Agreement and for 3 years thereafter. Such books and records shall clearly and separately set forth, without limitation, as to each Licence granted hereunder, the entities, whether individuals or organisations, that received access to the Syndicated Services, and the computation of all fees and any other amounts due to Kantar. Such books and records shall be available at Client's place of keeping for inspection, at Kantar's expense, for the purpose of determining whether Client has complied with the terms of any SOW.
- 3.5 If any such maintenance as set out at 3.4 discloses an underpayment or improper use or distribution of any Licence, Kantar reserves the right, in its sole discretion, and in addition to any other remedies available to it under this Agreement, to:
- (a) invoice Client for the additional Licence(s) accessed or used;
 - (b) terminate the applicable Licence(s); or
 - (c) terminate the applicable SOW or this Agreement.
- 3.6 If any Syndicated Services are accessed via internet applications ("**Apps**"), Client will:
- (a) observe reasonable security procedures including relating to passwords;
 - (b) use reasonable endeavours to assist Kantar in identifying and preventing any unauthorized use of Syndicated Services; and
 - (c) have access to the Apps only during the Licence term set out in the SOW.
- 3.7 Both parties shall comply with any security specifications which may be issued by Kantar to Client from time to time relating to any Syndicated Services.
- 3.8 Kantar shall comply with its own information security policies and practices and shall not be required to comply with any policies or practices that conflict with its own established information security policies or practices.

APPENDIXA- VARIATION REQUEST FORM

Contract / Project Title:					
Contract / Project Ref No (FS /FSA No):					
Full Description of Variation Request: A full justification and impact assessment including any supplementary evidence must be provided. Any supporting information should be appended to this form.					
Area (s) Impacted: -					
Price D	Duration D	Price & Duration D	Scope of work D	Key Personnel D	Other D
Requester:					
Signature:					
Team / Organisation					
Date:					
Supplier Contact Details					
Supplier Name :					
Contact Name					
Contact Address					
Telephone No					
Email Address					
FSA Use Only (Business Area)					
Amount Approved:					
Authorised By:-		D Cost Centre Manager		D Investment Board	
Signed:					
Date of Approval:					
Please submit this form to fsa.procurement@food.gov.uk					



Procurement Use Only (confirm contract allows for requested variation)

Variation Request No:

Variation Request Approved by:

Date of Approval:

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

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P erson 0
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APPENDIX 8 VARIATION FORM

PROJECT TITLE:

DATE:

VARIATION No:

BETWEEN:

The Food Standards Agency (hereinafter called "the Client") & Kantar (hereinafter called "the Supplier")

1. The Contract is varied as follows:

Contract

X

2. Words and expressions in this Variation shall have the meanings given to them in the Framework.
3. The Contract, including any previous Variations, shall remain effective and unaltered except as amended by this Variation.

SIGNED:

For: The Client

By:

Full Name:

Position:

Date:

For: The Supplier

By:

Full Name:

Title:

Date: