



CONTRACT FOR THE PROVISION OF:

Safer Food, Better Business (SFBB) Review and Update

Reference Number: FS125019

This document forms the contract for the Services between;

Food Standards Agency (“Client”) having its main or registered office at Clive House, 70 Petty France, London SW1H 9EX

and

Support Training and Services LTD (STS) (“Supplier”), Charles House, Albert Street, Eccles, Greater Manchester M30 0PW

to be effective from 09/01/2019 until the 07/07/2019 unless varied by extension.

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CONTRACT

WHEREAS

The Food Standards Agency has selected the Supplier to act as a Supplier in the performance of activities connected with the Project described on the title page of this contract, for The Food Standards Agency, the Supplier shall undertake to provide the same on the terms and conditions as set out in this Contract.

Unless and until directed otherwise, nothing in this Contract, shall be construed as giving a guarantee of any remunerative work whatsoever unless or until such work is requested and confirmed by means of a duly authorised Purchase Order.

CROWN REPRESENTATIVES

Where any supplier has been adjudged to fall under the auspices of a “Crown Representative” then any resultant terms and conditions will be subject to, where appropriate, any central contracts and/or negotiation or procurement processes involving such suppliers.

IT IS AGREED AS FOLLOWS:

1. TERMS and CONDITIONS

1.1 As used in this Contract:

- a) the terms and expressions set out in [Schedule 1](#) shall have the meanings set out therein;
- b) the masculine includes the feminine and the neuter;
- c) the singular includes the plural and vice versa; and
- d) the words “include”, “includes” and “including” are to be construed as if they were immediately followed by the words “without limitation”.

1.2. A reference to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended by any subsequent statute, enactment, order, regulation or instrument or as contained in any subsequent re-enactment thereof.

1.3. A reference to any document other than as specified in Clause 1.2 shall be construed as a reference to the document as at the date of execution of this Contract.

1.4. Headings are included in this Contract for ease of reference only and shall not affect the interpretation or construction of this Contract.

1.5. References to “Clauses” and “Schedules” are, unless otherwise provided, references to the Clauses of and Schedules to this Contract.

1.6. Terms or expressions contained in this Contract which are capitalised but which do not have an interpretation in [Schedule 1](#) shall be interpreted in accordance with the common interpretation within the legal services market where appropriate. Otherwise they shall be interpreted in accordance with the dictionary meaning.

1.7. In the event and to the extent only of any conflict or inconsistency in the provisions of the Clauses of this Contract and the provisions of the Schedules, the following order of precedence shall prevail:

- a) the duly authorised Client Purchase Order;
- b) the Schedules; and
- c) this Contract

2. THE SERVICES

2.1. This Contract shall govern the overall relationship of the Supplier and the Client with respect to the provision of the Ordered Services.

2.2. The Supplier shall provide the Ordered Services and meet its responsibilities and obligations hereunder in accordance with the provisions of [Schedule 2](#) (Ordered Services) and [Schedule 3](#) (Specific Obligations).

2.3. Notwithstanding clause 2.1, the Supplier shall perform the Ordered Services to the agreed satisfaction of the Client's Representative.

2.4. The Supplier shall notify the Client as soon as it becomes aware of an event occurring or which it believes is likely to occur which will cause material delay to or materially impede the performance of any Ordered Services or any part thereof and the Supplier shall take all necessary steps consistent with good practice to obviate and/or minimise the delay to the Client.

2.5. In the event that the Supplier fails due to its Default to fulfill an obligation by the date specified in any Purchase Order for such fulfillment, the Supplier shall, at the request of the Client and without prejudice to the Client's other rights and remedies, arrange all such additional resources as are necessary to either obviate the delay or to fulfill the said obligation as early as practicable thereafter, at no additional charge to the Client.

2.6. In the event that any obligation of the Supplier specified in the Contract is delayed as a result of a Default by the Client, then:

- a) The date associated with the relevant obligation(s) as specified in the Purchase Order (and the dates similarly associated with any subsequent obligations specified in the Purchase Order) shall be amended by a period of time equal to the period of such Client Default (or such other period as the parties agree in writing); and
- b) Both parties shall use all reasonable endeavors to obviate and/or mitigate the impact of such delay and to recover any resultant delay to the performance of the Ordered Services.

2.7. Nothing in this document, or any Purchase Order, shall have the effect of making the Supplier or any of the Supplier's other employees or agents, the employee of the Client.

2.8. Nothing in this document or any Purchase Order shall constitute the parties as partners of each other.

3. STANDARDS AND REGULATIONS

- 3.1. The Supplier shall at all times comply with the Health and Safety provisions, security requirements and personal conduct obligations, of any premises visited and shall exercise all due care and attention when visiting such premises.
- 3.2. The Supplier shall comply with all applicable national and local laws and regulations (including Data Protection Requirements) and obtain and maintain at its own cost throughout the duration of the Contract all the consents (including Data Protection Requirements), licences, permits and approvals which are necessary for the Supplier to perform its duties under this Contract and to enable the provision of the Ordered Services.
- 3.3. Without prejudice to the provisions of Clause 3.2, the Supplier shall ensure that he/she does not work in excess of the working time limits specified in the Working Time Regulations 1998. The Supplier shall maintain appropriate records regarding their working hours. Without prejudice to the obligations under this Clause 3.3, the Supplier shall make available to the Client any information of which it is aware concerning appointments held by an individual concurrently with the obligations of this Contract.
- 3.4. The Supplier shall be responsible for the administration and deduction of any income tax and national insurance in respect of payments made to such individuals, including in respect of any obligations under the Pay As You Earn system. The Supplier will, or procure that its Sub-Suppliers will, account to the appropriate authorities for any income tax, national insurance (if any), VAT and all other liabilities, charges and duties arising out of any payment made to the Supplier under any Purchase Order. The Supplier will indemnify and keep indemnified the Client against any income tax, national insurance (if any), VAT or any other tax liability including any interest, penalties or costs incurred in connection with the same which may at any time be levied, demanded or assessed on the Client by any statutory Agency in respect of payments made to the Supplier.
- 3.5. Nothing in this Contract shall be construed or have effect as constituting any relationship of employer and employee between the Client and the Supplier or its Sub-Suppliers. The Supplier shall indemnify and keep indemnified the Client, its officers, employees and agents against all actions, claims, demands, reasonable costs, charges and reasonable expenses incurred by or made against the Client, its officers, employees or agents arising out of or in connection with any services provided under any Purchase Order asserting that they are an employee of the Client or otherwise alleging any breach of any employment related legislation except where such claim arises as a result of any breach of obligations (whether contractual, statutory, at common law or otherwise).

4. MATERIAL BREACH

- 4.1. If the Supplier: -

does not, in the reasonable opinion of the Client Representative have the skills and experience required for the role of Supplier; or

fails to follow reasonable instructions given by the Client's Representative in the course of his or her work for the Client; or

presents, in the reasonable opinion of the Client's Representative, a risk to security; or

presents, in the reasonable opinion of the Client's Representative, a risk to the reputation of Her Majesty's Government; or

in the reasonable opinion of the Client's Representative is in some other ways unsuitable for to which he has been assigned pursuant to any Purchase Order;

then the Client may serve a notice on the Supplier requesting that the Supplier immediately cease activities under any Purchase Order.

- 4.2. Upon receipt of a notice under Clause 4.1 the Supplier shall immediately cease all activities in connection with the Client's instructions.
- 4.3. Notwithstanding the foregoing, the Client may, at any time, deny access to the Client's or its associates' premises without giving any reason for doing so.
- 4.4. Any activities performed prior to cessation under 4.1 shall be reimbursed on a *quantum meruit* basis.

5. NON-SOLICITATION

The parties agree that during the term of the appointment as described in any Purchase Order and for a period of twelve (12) months thereafter, they will not, whether directly or indirectly, solicit with a view to offering employment the other party and/or its employees or consultants. In the event that either party breaches this Clause, the defaulting party shall pay to the affected party all unavoidable and reasonable costs incurred by the affected party including but not limited to a sum equal to the gross salary of the employee or the consultant due under any relevant notice. This Clause shall not restrict either party from appointing any person, whether employee or consultant of the other or not, who has applied in response to an advertisement properly and publicly placed in the normal course of business.

6. PARTIES RESPONSIBILITIES & OBLIGATIONS

The responsibilities for the Parties are set out in [Schedule 2](#) and [Schedule 3](#)

7. CHARGES FOR ORDERED SERVICES

- 7.1. All engagements of the Supplier by the Client, of whatever nature, under the terms of the Agreement must be confirmed by means of a Purchase Order before commencement of the work.
- 7.2. All Charges on any Purchase Order placed under the terms and conditions of this Contract shall utilise the rates as per [Schedule 4](#) as their basis.
- 7.3. In consideration of the performance of the Ordered Services in accordance with this Contract, the Client shall pay the Charges in accordance with the Invoicing Procedure.
- 7.4. Payment shall be made within thirty (30) days of receipt by the Client (at its nominated address for invoices) of a valid invoice (which shall be issued in arrears) from the Supplier.
- 7.5. The Charges are exclusive of Value Added Tax. The Client shall pay the Value Added Tax on the Charges at the rate and in the manner prescribed by law, from time to time.

7.6. "VAT on VAT" Prevention:

The Supplier shall not invoice, nor shall the Client be responsible for, any "VAT on VAT" payment. For the avoidance of doubt, in the event that:

- a) the Supplier has incurred expenditure for goods or services from a third-party provider in respect of which the Supplier is entitled to reimbursement by the Client under the Contract; and
- b) the third-party provider with whom the expenditure has been incurred has charged the Supplier UK VAT on the price of the relevant goods or services;

7.7. Interest shall be payable on any late payments under the Contract in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.

7.8. The Supplier shall follow the Purchase Order and Invoice process as set out in Schedule 5. All invoices must reference the duly authorised Purchase Order number. Any invoices which do not reference the Purchase Order number shall be returned as unacceptable.

7.9. The Supplier shall continuously indemnify the Client against any liability, including any interest, penalties or reasonable costs incurred which is levied, demanded or assessed on the Client at any time in respect of the Supplier's failure to account for or to pay any Value Added Tax relating to payments made to the Supplier under this Contract. Any amounts due under this Clause 7.8 shall be paid in cleared funds by the Supplier to the relevant Agency not less than five (5) Working Days before the date upon which the tax or other liability is payable by the Client.

7.10. The Supplier shall accept the Government Procurement Card (GPC) as a means of payment for Ordered Services where GPC is agreed with the Client to be a suitable means of payment.

7.11. The Supplier shall accept payment electronically via the Banks Automated Clearing Service (BACS).

7.12. Euro

In the event that the United Kingdom joins the Economic and Monetary Union (and provided always that the exchange rate for conversion between Sterling and the Euro has been fixed), the Client shall at any time thereafter upon three (3) Months notice to the Supplier, be entitled to require the Supplier at no additional charge to convert the Charges from Sterling into Euros (in accordance with EC Regulation number 1103/97). The Supplier shall thereafter submit valid invoices denominated in Euros.

7.13. Efficiency

The Supplier shall be obliged at all times to seek to improve its efficiency in providing Services to the Client and to review the level of Charges in light of possible efficiency gains. Where such improved efficiency is achieved the Supplier shall propose a reduction in the level of Charges and effect such reduction by agreement with the Client.

8. AMENDMENTS and VARIATIONS TO THIS CONTRACT

No amendment to the provisions of this Contract or Special Terms specified in any Purchase Order shall be effective unless agreed in writing on a Variation form by both parties. Any increases in scope or value shall be the subject of separate negotiation but shall, in any event, be upon no less favourable terms than those contained herein.

9. COMMUNICATIONS

Except as otherwise expressly provided, no communication from one party to the other shall have any validity unless made in writing; nor shall any amendment to any Purchase Order be effected unless made by a duly authorised Purchase Order revision/Contract Variation.

10. TERM AND TERMINATION

10.1. This Contract shall take effect from the agreed start date and shall terminate when all requirements are satisfied.

10.2. The contract shall be subject to termination for convenience by either party subject to three months notice.

10.3. The Client may at any time by notice in writing terminate any Purchase Order, or a part thereof, at 20 days notice without charge. Terminations at less than 20 days notice shall be subject to the Supplier's standard terms and conditions

11. CONSEQUENCES OF TERMINATION AND EXPIRY

11.1. In the event of termination in accordance with Clauses 10.2 or 10.3 the Client shall reimburse the Supplier any Charges incurred prior to termination which are wholly, reasonably and properly chargeable by the Supplier in connection with the Contract. The Client shall not be liable to pay any severance payment or compensation to the Supplier for loss of profits suffered as a result of the termination. Determination of such Charges shall be on a *quantum meruit* basis.

11.2. Termination, or partial termination, or expiry in accordance with Clause 10 shall not prejudice or affect any right of action or remedy that shall have accrued or shall thereafter accrue to either party.

11.3. In the event of termination of the Contract for any reason:

- a) the Supplier shall return to the Client all Client Property and all Client Data and other items belonging to the Client in its possession;
- b) subject to the payment of the appropriate portion for work completed, the Supplier shall provide the Client with a copy of all work undertaken to date (whether completed or not). and
- c) Upon expiry or termination for any reason, the Supplier shall render reasonable assistance to the Client (and any third parties appointed by the Client) if requested, to the extent necessary to effect an orderly cessation of the Services.

12. WARRANTIES AND REPRESENTATIONS

12.1. The Supplier warrants and represents that:

- a) it has full capacity and all necessary consents to enter into and to perform the duties as specified herein;
- b) this Contract shall be performed in compliance with all applicable laws, enactments, orders, regulations and other similar instruments as amended from time to time;
- c) the Supplier warrants that the Ordered Services shall be provided and carried out by appropriately experienced, qualified and trained personnel with all due skill, care and diligence;
- d) it shall discharge its obligations hereunder with all due skill, care and diligence including good industry practice and (without limiting the generality of this Clause 12, in accordance with its own established internal procedures;
- e) it owns, has obtained or shall obtain valid licences for all Intellectual Property Rights that are necessary for the performance of this Contract and the use of the Ordered Services by the Client;
- f) it has taken and shall continue to take all reasonable steps, in accordance with good industry practice, to prevent the introduction, creation or propagation of any disruptive element (including any virus, worm and/or trojan horse) onto the Ordered Service and into systems, data, software or Confidential Information (held in electronic form) owned by or under the control of, or used by, the Client;
- g) it shall take all reasonable measures to avoid any and all data loss and data corruption during the provision of the Ordered Services in accordance with good industry practice;

13. LIMITATION OF LIABILITY

13.1. Neither the Client nor the Supplier excludes or limits liability to the other for death or personal injury arising from its negligence or any breach of any obligations implied by Section 12 of the Sale of Goods Act 1979 or Section 2 of the Supply of Goods and Services Act 1982 or for fraud or fraudulent misrepresentation.

13.2. Nothing in this Clause 13 shall be taken as limiting the liability of the Supplier in respect of Clause 14, Clause 15, and Clause 16.

13.3. In respect of any claims of liability arising out of the willful default of the Supplier, its employees, servants, the Supplier will have unlimited liability for all reasonably foreseeable loss suffered by the Client as a result of such act, omission or event giving rise to the claim.

13.4. Subject always to the provisions of Clauses 13.1, 13.2 and 13.3, the aggregate liability of the Client and the Supplier for each Year for all Defaults whether arising under contract, tort (including negligence) or otherwise in connection with this Contract shall in no event exceed whichever is the greater of Five hundred thousand pounds or a sum equivalent to one hundred and twenty five percent (125%) of the total charges paid or payable to the Supplier under all contracts entered into during a twelve (12) Month period specified by the claiming party, such twelve (12) Month period including the date on which at least one such Default arose.

13.5. Subject always to the provisions of Clauses 13.1, 13.2 and 13.3, in no event shall either the Client or the Supplier be liable to the other for:

- a) indirect or consequential loss or damage; and/or
- b) loss of profits, business, revenue, goodwill or anticipated savings.

13.6. Subject always to the provisions of Clauses 13.1, 13.2 and 13.3, and 13.4, , the provisions of Clause 13.5 shall not be taken as limiting the right of either the Client or the Supplier to claim from the other for:

- a) reasonable additional operational and administrative costs and expenses;
- b) any reasonable costs or expenses rendered nugatory; and
- c) damage due to the loss of data, but only to the extent that such losses relate to the costs of working around any loss of data and the direct costs of recovering or reconstructing such data,

resulting directly from the Default of the other party.

13.7. The Client and the Supplier expressly agree that should any limitation or provision contained in this Clause 13 be held to be invalid under any applicable statute or rule of law it shall to that extent be deemed omitted, but if any either of them thereby becomes liable for loss or damage which would otherwise have been excluded such liability shall be subject to the other limitations and provisions set out herein.

14. DATA PROTECTION

14.1. The Supplier shall comply at all times with the Data Protection Requirements and shall not perform its obligations under this Contract in such a way as to cause the Client to breach any of its applicable obligations under the Data Protection Requirements.

14.2. The Supplier shall be liable for and shall indemnify (and keep indemnified) the Client against each and every action, proceeding, liability, reasonable cost, claim, loss, reasonable expense (including reasonable legal fees and disbursements on a solicitor and Agency basis) and demand incurred by the Client which arise directly or in connection with the Supplier's data processing activities under this Contract, including without limitation those arising out of any third party demand, claim or action, or any breach of contract, negligence, fraud, willful misconduct, breach of statutory duty or non-compliance with any part of the Data Protection Requirements by the Supplier or its employees, servants, agents or Sub-Suppliers.

14.3 The Parties acknowledge that for the purposes of the Data Protection Legislation, the Client is the Controller and the Supplier is the Processor unless otherwise specified in Schedule 12. The only processing that the Processor is authorised to do is listed in Schedule 12 by the Controller and may not be determined by the Processor.

14.4 The Processor shall notify the Client immediately if it considers that any of the Controller's instructions infringe the Data Protection Legislation.

14.5 The Processor shall provide all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Controller, include:

- (a) a systematic description of the envisaged processing operations and the purpose of the processing;
- (b) an assessment of the necessity and proportionality of the processing operations in relation to the Services;
- (c) an assessment of the risks to the rights and freedoms of Data Subjects; and
- (d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.

14.6 The Processor shall, in relation to any Personal Data processed in connection with its obligations under this Agreement:

(a) process that Personal Data only in accordance with Schedule 12, unless the Processor is required to do otherwise by Law. If it is so required the Processor shall promptly notify the Controller before processing the Personal Data unless prohibited by Law;

(b) ensure that it has in place Protective Measures, which are appropriate to protect against a Data Loss Event, which the Controller may reasonably reject (but failure to reject shall not amount to approval by the Controller of the adequacy of the Protective Measures), having taken account of the:

- (i) nature of the data to be protected;
- (ii) harm that might result from a Data Loss Event;
- (iii) state of technological development; and
- (iv) cost of implementing any measures;

(c) ensure that :

(i) the Processor Personnel do not process Personal Data except in accordance with this Agreement (and in particular Schedule 12;

(ii) it takes all reasonable steps to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:

- (A) are aware of and comply with the Processor's duties under this clause;
- (B) are subject to appropriate confidentiality undertakings with the Processor or any Sub-processor;
- (C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third Party unless directed in writing to do so by the Controller or as otherwise permitted by this Agreement; and
- (D) have undergone adequate training in the use, care, protection and

handling of Personal Data; and

- (d) not transfer Personal Data outside of the EU unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:
 - (v) the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Controller;
 - (vi) the Data Subject has enforceable rights and effective legal remedies;
 - (vii) the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Controller in meeting its obligations); and
 - (viii) the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the processing of the Personal Data;
- (e) at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the Agreement unless the Processor is required by Law to retain the Personal Data.

14.7 Subject to clause 1.6, the Processor shall notify the Controller 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 Agreement;
- (e) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
- (f) becomes aware of a Data Loss Event.

14.8 The Processor's obligation to notify under clause 1.5 shall include the provision of further information to the Controller in phases, as details become available.

14.9 Taking into account the nature of the processing, the Processor shall provide the Controller with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under clause 1.5 (and insofar as possible within the timescales reasonably required by the Controller) including by promptly providing:

- (a) the Controller with full details and copies of the complaint, communication or request;

- (b) such assistance as is reasonably requested by the Controller to enable the Controller to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
- (c) the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;
- (d) assistance as requested by the Controller following any Data Loss Event;
- (e) assistance as requested by the Controller with respect to any request from the Information Commissioner's Office, or any consultation by the Controller with the Information Commissioner's Office.

14.10 The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this clause. This requirement does not apply where the Processor employs fewer than 250 staff, unless:

- (a) the Controller determines that the processing is not occasional;
- (b) the Controller determines the processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; and
- (c) the Controller determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.

14.11 The Processor shall allow for audits of its Data Processing activity by the Controller or the Controller's designated auditor.

14.12 The Processor shall designate a data protection officer if required by the Data Protection Legislation.

14.13 Before allowing any Sub-processor to process any Personal Data related to this Agreement, the Processor must:

- (a) notify the Controller in writing of the intended Sub-processor and processing.
- (b) obtain the written consent of the Controller;
- (c) enter into a written agreement with the Sub-processor which give effect to the terms set out in this clause such that they apply to the Sub-processor; and
- (d) provide the Controller with such information regarding the Sub-processor as the Controller may reasonably require.

14.14 The Processor shall remain fully liable for all acts or omissions of any Sub-processor.

14.15 The Controller may, at any time on not less than 30 Working Days' notice, revise this clause by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this Agreement).

- 14.16 The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Controller may on not less than 30 Working Days' notice to the Processor amend this agreement to ensure that it complies with any guidance issued by the Information Commissioner's Office.
- 14.17 Where the Parties include two or more Joint Controllers as identified in Schedule 12 in accordance with GDPR Article 26, those Parties shall enter into a Joint Controller Agreement based on the terms outlined in Schedule 12a in replacement of Clauses 14.3-14.16 for the Personal Data under Joint Control.

15. INTELLECTUAL PROPERTY RIGHTS

- 15.1. Save as granted under this Contract, neither the Client nor the Supplier shall acquire any right, title or interest in the other's Pre-Existing Intellectual Property Rights respectively save that each party hereby grants a license to the other party to use its Pre-Existing Intellectual Property Rights to the extent necessary to perform its obligations under this Contract.
- 15.2. All Intellectual Property Rights that are created by the Supplier in the provision of the Services to the Client shall be proprietary to and owned by the Client and the Supplier shall enter into such documentation and perform such acts as the Client shall request to properly vest such Intellectual Property Rights in the Client. Accordingly the Supplier hereby assigns (by way of present assignment of future intellectual property rights) all such Intellectual Property Rights.
- 15.3. The Supplier shall procure that the provision of the Ordered Services shall not infringe any Intellectual Property Rights of any third party.
- 15.4. The Supplier shall indemnify the Client against all claims, demands, actions, costs, expenses (including legal costs and disbursements on a solicitor and Agency basis), losses and damages arising from or incurred by reason of any infringement or alleged infringement (including the defence of such alleged infringement) of any Intellectual Property Right in connection with the provision of the Ordered Services, except to the extent that such liabilities have resulted directly from the Client failure properly to observe its obligations under this Clause 15.
- 15.5. Each of the parties shall notify the other if it receives notice of any claim or potential claim relating to the other party's Pre-Existing Intellectual Property Rights

16. CONFIDENTIALITY

- 16.1. Without prejudice to the application of the Official Secrets Acts 1911 to 1989 to any Confidential Information, the Client and the Supplier acknowledge that any Confidential Information originating from:
- a) the Client, its servants or agents is the property of the Client; and
 - b) the Supplier, its employees, servants or agents is the property of the Supplier.
- 16.2. The Supplier and the Client shall procure that:

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- a) any person employed or engaged by them (in connection with this Contract in the course of such employment or engagement) shall only use Confidential Information for the purposes of this Contract;
- b) any person employed or engaged by them in connection with this Contract shall not, in the course of such employment or engagement, disclose any Confidential Information to any third party without the prior written consent of the other party;
- c) they shall take all necessary precautions to ensure that all Confidential Information is treated as confidential and not disclosed (save as aforesaid) or used other than for the purposes of this Contract by their employees, servants, agents or Sub-Suppliers; and
- d) without prejudice to the generality of the foregoing neither the Client nor the Supplier nor any person engaged by them whether as a servant or a consultant or otherwise shall use the Confidential Information for the solicitation of business from the other or from any third party.

16.3. The provisions of Clause 16.1 and Clause 16.2 shall not apply to any information which:

- a) is or becomes public knowledge other than by breach of this Clause 16; or
- b) is in the possession of the recipient without restriction in relation to disclosure before the date of receipt from the disclosing party; or
- c) is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure; or
- d) is independently developed without access to the Confidential Information; or
- e) must be disclosed pursuant to a statutory, legal or parliamentary obligation placed upon the party making the disclosure, including any requirements for disclosure under the Freedom of Information Act 2000 or the Environmental Information Regulations 2004.
- f) is required to be disclosed by a competent regulatory Agency (including the Law Society or Solicitors Disciplinary Tribunal) or pursuant to any applicable rules of professional conduct.

16.4. Nothing in this Clause 16 shall be deemed or construed to prevent the Client from disclosing any Confidential Information obtained from the Supplier:

- a) to any other department, office or agency of Her Majesty's Government ("Crown Bodies"), provided that the Client has required that such information is treated as confidential by such Crown Bodies and their servants, including, where appropriate, requiring servants to enter into a confidentiality agreement prior to disclosure of the Confidential Information and the Client shall have no further liability for breach of confidentiality in respect of the departments, offices and agencies. All Crown Bodies in receipt of such Confidential Information shall be considered as parties to this Contract within Section 1(1) of the Contracts (Rights of Third Parties) Act 1999 for the purpose only of being entitled to further disclose the Confidential Information to other Crown Bodies on such terms; and

- b) to any consultant, Supplier or other person engaged by the Client in connection herewith, provided that the Client shall have required that such information be treated as confidential by such consultant, Supplier or other person, together with their servants including, where appropriate, requiring servants to enter into a confidentiality agreement prior to disclosure of the Confidential Information and the Client shall have no further liability for breach of confidentiality in respect of consultants, Suppliers or other people.

16.5. The Supplier shall, prior to commencing any work, enter into a confidentiality undertaking in the form set out in [Schedule 7](#).

16.6. If required by the Client, the Supplier shall procure that any of its Staff or associates enters into a confidentiality undertaking in the form set out in [Schedule 7](#) or such alternative form as the Client may substitute from time to time

16.7. Nothing in this Clause 16 shall prevent the Supplier or the Client from using data Processing techniques, ideas and know-how gained during the performance of this Contract in the furtherance of its normal business, to the extent that this does not relate to a disclosure of Confidential Information or an infringement by the Client or the Supplier of any Intellectual Property Rights.

17. PUBLICITY

17.1. The Supplier shall not make any press announcements or publicise this Contract in any way without the Client's prior written consent.

17.2. Notwithstanding the provisions of Clause 17.1, the Supplier shall be entitled to make any announcement required by any securities exchange or regulatory Agency or government body to which it subscribes whether or not the requirement has the force of law.

18. DISPUTE RESOLUTION

18.1. Subject to the provisions of Clause 18.2, any dispute arising under, or in connection with this Contract shall be dealt with in accordance with this Clause 18, and neither the Client nor the Supplier shall be entitled to commence or pursue any legal proceedings under the jurisdiction of the courts in connection with any such dispute, until the procedures set out in this Clause 18 have been exhausted.

18.2. Clause 18.1 shall be without prejudice to the rights of termination stated in [Clause 10](#) and in addition shall not prevent the Client or the Supplier from applying for injunctive relief in the case of:

- a) breach or threatened breach of confidentiality;
- b) infringement or threatened infringement of its Intellectual Property Rights; or
- c) Infringement or threatened infringement of the Intellectual Property Rights of a third party, where such infringement could expose the Client or the Supplier to liability.

18.3. All disputes between the Client and the Supplier arising out of or relating to any Purchase Order shall be referred by Client's Representative or the nominated head of the Supplier's Accountant Management Team to the other for resolution.

18.4. If any dispute cannot be resolved pursuant to the provisions of Clause 18.3 within ten (10) Working Days either party may refer the dispute to the Client's Head of Procurement for resolution.

18.5. If any dispute cannot be resolved pursuant to the provisions of Clause 18.4 within ten (10) Working Days, then either party may refer the dispute to mediation and if necessary thereafter to the courts in accordance with the provisions of [Schedule 6](#).

19. INSURANCE

19.1. The Supplier shall effect and maintain policies of insurance to provide a level of cover sufficient for all risks which may be incurred by the Supplier under this Contract, including death or personal injury, or loss of or damage to property.

19.2. The Supplier shall hold employer's liability insurance in respect of its employees in accordance with any legal requirement for the time being in force.

19.3. The Supplier shall produce to the Client's Representative, within five (5) Working Days of request, copies of all insurance policies referred to in Clause 19.1 and Clause 19.2 or such other evidence as agreed between the Client and the Supplier that will confirm the extent of the cover given by those policies, together with receipts or other evidence of payment of the latest premiums due under those policies.

19.4. The terms of any insurance or the amount of cover shall not relieve the Supplier of any liabilities under this Contract. It shall be the responsibility of the Supplier to ensure that the amount of insurance cover is adequate to enable it to satisfy all its potential liabilities subject to the limit of liability specified in [Clause 13](#) of this Contract.

20. RECOVERY OF SUMS DUE

20.1. The Client shall be permitted to deduct and withhold from any sum due to the Supplier under this Contract any sum of money due from the Supplier under either:

- a) this Contract;
- b) any other agreement between the Supplier and the Client;

provided that the terms of such other agreement provide for sums of money due from the Supplier under that agreement to be recovered by way of a deduction from sums of money due to the Supplier under this Contract (albeit that this Contract may not be referenced specifically under that agreement).

21. STATUTORY REQUIREMENTS

21.1. The Supplier shall notify the Client of all statutory provisions and approved safety standards applicable to the Ordered Services and their provision and shall be responsible for obtaining all licenses, consents or permits required for the performance of this Contract.

21.2. The Supplier shall inform the Client if the Ordered Services are hazardous to health or safety and of the precautions that should be taken in respect thereto.

21.3. The Supplier shall, and shall ensure that its personnel, agents and Sub-Suppliers, take all measures necessary to comply with the requirements of the Health and Safety at Work etc. Act 1974 and any other acts, orders, regulations and codes of practice relating to health and safety, which may apply to those involved in the performance of this Contract.

22. STATUTORY INVALIDITY

The Client and the Supplier expressly agree that should any limitation or provision contained in this Contract be held to be invalid under any particular statute or law, or any rule, regulation or bye-law having the force of law, it shall to that extent be deemed to be omitted but, if either the Client or the Supplier thereby becomes liable for loss or damage which would have otherwise been excluded, such liability shall be subject to the other limitations and provisions set out herein.

23. ENVIRONMENTAL REQUIREMENTS

23.1. The Supplier shall comply in all material respects with all applicable environmental laws and regulations in force from time to time in relation to the Services. Without prejudice to the generality of the foregoing, the Supplier shall promptly provide all such information regarding the environmental impact of the Services as may reasonably be requested by the Client.

23.2. The Supplier shall meet all reasonable requests by the Client for information evidencing compliance with the provisions of this Clause 23 by the Supplier.

24. DISCRIMINATION

24.1. The Supplier shall not unlawfully discriminate either directly or indirectly on such grounds as race, colour, ethnic or national origin, disability, sex or sexual orientation, religion or belief, or age and without prejudice to the generality of the foregoing the Supplier shall not unlawfully discriminate within the meaning and scope of the Equality Act 2010, the Human Rights Act 1998 or other relevant or equivalent legislation, or any statutory modification or re-enactment thereof. The Supplier shall take all reasonable steps to secure the observance of this Clause by all Staff.

24.2. The Supplier shall take all reasonable steps to secure the observance of the provisions of Clause 24.1 by any Sub-Supplier(s) employed in the execution of this Contract.

25. SUPPLIER'S SUITABILITY

25.1. The Client reserves the right under this Contract to refuse to admit to any premises occupied by or on behalf of the Client the Supplier, whose admission has become, in the opinion of the Client, undesirable.

25.2. If the Supplier shall fail to comply with Clause 25.1 and if the Client (whose decision shall be final and conclusive) shall decide that such failure is prejudicial to the interests of the State and if the Supplier does not comply with the provisions of Clause 25.1 within a reasonable time of written notice so to do, then the Client may terminate the any Purchase Order provided always that such termination shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to the Client.

26. OFFICIAL SECRETS ACTS

The Supplier shall take all reasonable steps to ensure that he and all people employed by him or his agents and Sub-Suppliers in connection with this Contract are aware of the Official Secrets Act 1989 and where appropriate, with the provisions of the Atomic Energy Act 1946, and that these Acts apply to them during the execution of this Contract and after the expiry or termination of this Contract.

27. CORRUPT GIFTS AND PAYMENTS OF COMMISSION

27.1. The Supplier shall not:

- a) offer or give or agree to give any person in Her Majesty's Service any gift or consideration of any kind as an inducement or reward for doing, forbearing to do, or for having done or forborne to do any act in relation to the obtaining or execution of this Contract or any other contract for Her Majesty's Service or for showing favour or disfavour to any person in relation to this or any other contract for Her Majesty's Service;
- b) enter into this Contract or any other contract with a person in Her Majesty's Service in connection with which commission has been paid or agreed to be paid by him or on his behalf, or to his knowledge, unless before this Contract are accepted, made particulars of any such commission and of the terms and conditions of any agreement for the payment thereof have been disclosed in writing to the Client.

27.2. Any breach of Clause 27.1 by the Supplier or by anyone employed by him or acting on his behalf (whether with or without the knowledge of the Supplier) or the commission of any offence by the Supplier or by anyone employed by him or acting on his behalf under the Prevention of Corruption Acts 1889 to 1916, in relation to this Contract or any other contract with Her Majesty's Service shall entitle the Client to terminate any Purchase Order and recover from the Supplier the amount of any direct loss resulting from such termination and/or to recover from the Supplier the amount or value of any such gift, consideration or commission.

27.3. Any dispute, difference or question arising in respect of the interpretation of this Clause 27, the right of the Client to terminate any Purchase Order or the amount or value of any such gift, consideration or commission shall be decided by the Client, whose decision shall be final and conclusive.

27.4. Either Party may terminate this contract and recover all its losses if the other Party, their employees or anyone acting on their behalf:

- a. Corruptly offers, gives or agrees to give to anyone any inducement or reward in respect of this Contract; or

- b. Commits an offence under the Bribery Act 2010.

28. TRANSFER AND SUB-CONTRACTING

- 28.1. Sub-contracting will be allowed, subject to written authorisation from the Client.
- 28.2. The Client shall be entitled to nominate sub-Suppliers at its discretion.
- 28.3. The Supplier shall be entitled to Sub-Contract its obligations under this Contract, or any resultant Purchase Order, solely with the express permission of the Client Representative; such permission shall not be unreasonably withheld.
- 28.4. Any sub-contract must allow for full disclosure under 'transparency' requirements.
- 28.5. The Client shall be entitled to assign or otherwise dispose of its rights and obligations under this Contract and/or any relevant Purchase Order to any other body (including any private sector body) which substantially performs any of the functions that previously had been performed by the Client.

29. RIGHTS OF THIRD PARTIES

- 29.1. To the extent that this Contract are expressed to confer rights or benefits on a party who is not a party to this Contract, that party shall by virtue of the Contracts (Rights of Third Parties) Act 1999, be entitled to enforce those rights as if it was a party to this Contract. For the avoidance of doubt the consent of any person other than the Client (or the Supplier, as the case may be) is not required to vary or terminate this Contract.
- 29.2. Except as provided in Clause 29.1, a person who is not a party to this Contract shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Contract. This Clause 29.2 does not affect any right or remedy of any person that exists or is available otherwise than pursuant to that Act.

30. CLIENT PROPERTY

- 30.1. All Client Property shall remain the property of the Client and shall be used only for the purposes of the Contract.
- 30.2. The Supplier undertakes the safe custody of and the due return of all Client Property and shall be responsible for all reasonably foreseeable loss thereof from whatever cause and shall indemnify the Client against such loss.
- 30.3. Neither the Supplier, nor any SubSupplier nor any other person shall have a lien on any Client Property for any sum due to the Supplier, SubSupplier or other person and the Supplier shall take all reasonable steps to ensure that the title of the Client and the exclusion of any such lien are brought to the notice of all SubSuppliers and other persons dealing with any Client Property

31. SEVERABILITY

Subject to the provisions of [Clause 22](#), if any provision of this Contract is held invalid, illegal or unenforceable for any reason, such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if this Contract had been accepted with the invalid provision eliminated. In the event of a holding of invalidity so fundamental as to prevent the accomplishment of the purpose of this Contract, the Client and the Supplier shall immediately commence good faith negotiations to remedy such invalidity.

32. FREEDOM OF INFORMATION

32.1. The Supplier acknowledges that the Client is subject to the requirements of the Code of Practice on Government Information, FOIA and the Environmental Information Regulations and shall assist and cooperate with the Client to enable the Client to comply with its Information disclosure obligations.

32.2. The Supplier shall, and shall procure that its Sub-Suppliers shall:

- transfer to the Client all Requests for Information that it receives as soon as practicable and in any event within two Working Days of receiving a Request for Information;
- provide the Client with a copy of all Information in its possession, or power in the form that the Client requires within five Working Days (or such other period as the Client may specify) of the Client's request; and
- provide all necessary assistance as reasonably requested by the Client to enable the Client to respond to the Request for Information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the Environmental Information Regulations.

32.3. The Client shall be responsible for determining in its absolute discretion and notwithstanding any other provision in this Contract or any other contract whether the Commercially Sensitive Information and/or any other information is exempt from disclosure in accordance with the provisions of the Code of Practice on Government Information, FOIA or the Environmental Information Regulations.

32.4. In no event shall the Supplier respond directly to a Request for Information unless expressly authorised to do so by the Client.

32.5. The Supplier acknowledges that (notwithstanding the provisions of [Clause 42 – Transparency](#), the Client may, be obliged under the FOIA, or the Environmental Information Regulations to disclose information concerning the Supplier or the Services:

- in certain circumstances without consulting the Supplier; or
- following consultation with the Supplier and having taken their views into account;

provided always that where [reference] applies the Client shall, in accordance with any recommendations of the Code, take reasonable steps, where appropriate, to give the Supplier advanced notice, or failing that, to draw the disclosure to the Supplier's attention after any such disclosure.

32.6. The Supplier shall ensure that all Information is retained for disclosure and shall permit the Client to inspect such records as requested from time to time.

- 32.7. The Supplier acknowledges that the Commercially Sensitive Information listed in [Schedule 9](#) (if any) is of indicative value only and that the Client may be obliged to disclose it in accordance with [clause 32](#).

33. FORCE MAJEURE

- 33.1. For the purposes of this Contract the expression “Force Majeure” shall mean any cause affecting the performance by either the Client or the Supplier of its obligations arising from acts, events, omissions, happenings or non-happenings beyond its reasonable control including (but without limiting the generality thereof) governmental regulations, fire, flood, or any disaster or an industrial dispute affecting a third party for which a substitute third party is not reasonably available. Any act, event, omission, happening or non-happening will only be considered Force Majeure if it is not attributable to the willful act, neglect or failure to take reasonable precautions of the affected party, its employees, servants or agents or the failure of either the Client or the Supplier to perform its obligations under any Purchase Order.
- 33.2. It is expressly agreed that any failure by the Supplier to perform or any delay by the Supplier in performing its obligations under any Purchase Order which results from any failure or delay in the performance of its obligations by any person, firm or company with which the Supplier shall have entered into any contract, supply arrangement or Sub-Contract or otherwise shall be regarded as a failure or delay due to Force Majeure only in the event that such person firm or company shall itself be prevented from or delayed in complying with its obligations under such Purchase Order, supply arrangement or Sub-Contract or otherwise as a result of circumstances of Force Majeure.
- 33.3. Both the Client and the Supplier agree that any acts, events, omissions, happenings or non-happenings resulting from the adoption of the Euro by the United Kingdom government shall not be considered to constitute Force Majeure under this Contract.
- 33.4. Neither the Client nor the Supplier shall in any circumstances be liable to the other for any loss of any kind whatsoever including but not limited to any damages or abatement of Charges whether directly or indirectly caused to or incurred by the other party by reason of any failure or delay in the performance of its obligations which is due to Force Majeure. Notwithstanding the foregoing, both the Client and the Supplier shall use all reasonable endeavors to continue to perform, or resume performance of, (and having resumed to catch up to the required level of performance existing immediately prior to the Force Majeure event), such obligations hereunder for the duration of such Force Majeure event.
- 33.5. If either the Client or the Supplier become aware of circumstances of Force Majeure which give rise to or which are likely to give rise to any such failure or delay on its part it shall forthwith notify the other by the most expeditious method then available and shall inform the other of the period which it is estimated that such failure or delay shall continue.
- 33.6. It is hereby expressly declared that the only events that shall afford relief from liability for failure or delay shall be any event qualifying for Force Majeure hereunder.

34. LEGISLATIVE CHANGE

- 34.1. The Supplier shall bear the cost of ensuring that the Ordered Services shall comply with all applicable statutes, enactments, orders, regulations or other similar instruments and any amendments thereto, except where any such amendment could not reasonably have been foreseen by the Supplier at the date hereof.
- 34.2. Where such reasonably unforeseeable amendments are necessary, the Client and the Supplier shall use all reasonable endeavors to agree upon reasonable adjustments to the Charges as may be necessary to compensate the Supplier for such additional costs as are both reasonably and necessarily incurred by the Supplier in accommodating such amendments.

35. CONFLICTS OF INTEREST

The Supplier shall disclose to the Client's Representative as soon as is reasonably practical after becoming aware of any actual or potential conflict of interest relating to provision of the Services by the Supplier or any event or matter (including without limitation its reputation and standing) of which it is aware or anticipates may justify the Client taking action to protect its interests.

36. ASSIGNED STAFF

- 36.1. As soon as the Supplier becomes aware of any intended changes to the Account Management Team, they shall inform the Client Representative.
- 36.2. The Client may require the Supplier to attend a meeting and/or submit written notification of the steps it intends to take to mitigate any issues which may result from such changes.

37. INVESTIGATIONS

The Supplier shall immediately notify the Client Representative in writing if any investigations are instituted into the affairs of the Supplier, its partners or key managers under the Companies, Financial Services or Banking Acts, or in the event of any police or Serious Fraud Office enquiries, enquires into possible fraud, any involvement in DTI investigations or any investigations by the Office for the Supervision of Solicitors which might result in public criticism of the Supplier.

38. STATUTORY AUDITORS' ACCESS

For the purposes of the examination and certification of the Client accounts or any examination, pursuant if appropriate to Section 6(1) of the National Audit Act 1983 or any re-enactment thereof, or pursuant to any equivalent legislation, of the economy, efficiency and effectiveness with which the Client has used its resources, the Client's statutory auditors may examine such documents as they may reasonably require which are owned, held or otherwise within the control of the Supplier and may require the Supplier to produce such oral or written explanations as they consider necessary. For the avoidance of doubt it is hereby declared that the carrying out of an examination, if appropriate, under section 6(3) (d) of the National Audit Act 1983 or any re-enactment thereof, or under any equivalent legislation, in relation to the Supplier is not a function exercisable under this clause 38.

39. ELECTRONIC INSTRUCTION

The Supplier shall use its reasonable endeavors to interface with any system introduced by the Client for issuing electronic instructions, in particular the FSA's Purchase Order system, and to accept such instruction.

40. WAIVER

- 40.1. The failure of the Supplier or the Client to insist upon strict performance of any provision of this Contract or to exercise any right or remedy to which it is entitled hereunder, shall not constitute a waiver thereof and shall not cause a diminution of the obligations established by this Contract.
- 40.2. A waiver of any default shall not constitute a waiver of any other default.
- 40.3. No waiver of any of the provisions of this Contract shall be effective unless it is expressed to be a waiver communicated by notice, in accordance with the provisions of [Clause 9](#).

41. LAW AND JURISDICTION

Subject to the provisions of [Clause 18](#), the Client and the Supplier accept the exclusive jurisdiction of the English and Welsh courts and agree that this Contract is to be governed by and construed according to the law of England and Wales.

42. TRANSPARENCY

- 42.1. The Parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of these Terms and Conditions and any Purchase Order is not Confidential Information.
- 42.2. The Client shall be responsible for determining in its absolute discretion whether any content of any Purchase Order is exempt from disclosure in accordance with the provisions of the FOIA. Notwithstanding any other term of these Terms and Conditions, the Supplier gives his consent for the Client to publish any Contract or Purchase Order in its entirety, (but with any information which is exempt from disclosure in accordance with the provisions of the FOIA redacted), to the general public.
- 42.3. The Client may consult with the Supplier to inform its decision regarding any redactions but the Client shall have the final decision in its absolute discretion.

43. SECURITY PROVISIONS

Supplier Personnel – Staffing Security

43.1 The Supplier shall comply with the staff vetting procedures in respect of all Supplier Personnel employed or engaged in the provision of the Services. The Supplier confirms that all Supplier Personnel employed or engaged by the Supplier at the Effective Date were vetted and recruited on such a basis that is equivalent to and no less strict than the Staff Vetting procedures as laid out by Cabinet Office:

[https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/200551/HMG Baseline Personnel Security Standard V3 2 Apr-2013.pdf](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/200551/HMG_Baseline_Personnel_Security_Standard_V3_2_Apr-2013.pdf)

43.2 The Supplier shall provide training on a continuing basis for all Supplier Personnel employed or engaged in the provision of the Services in compliance with the Security Policy – Table of Policies – See Annex D.

43.3 The Supplier agrees to conform to the below standards as directed by the Client:

Baseline Standard

- a) The **Baseline Standard** is not a formal security clearance but aims to provide an appropriate level of assurance as to the trustworthiness, integrity and probable reliability of prospective **Suppliers** and/or their **Staff**.
- b) It should be applied to all private sector **Employees** working on government **Contracts** (e.g. **Suppliers** and consultants), who require access to the **Agency's** premises, or knowledge or custody of, government assets protectively marked up to and including CONFIDENTIAL.
- c) The outcome of checks should be recorded on the **Baseline Standard Verification Record**. This will be carried out by the **Agency's Representative**.

Enhanced Baseline Standard

Some **Contracts** may require the **Baseline Standard** to be supplemented with additional checks (e.g. a Criminal Record Check (including spent convictions) or a Credit Worthiness Check). A Criminal Record Check could take up to 2 **Weeks** to process.

43.4 The Baseline Standard comprises verification of the following four main elements:

- a) Identity
- b) Employment history (past 3 years)
- c) Nationality and Immigration Status
- d) Criminal record (unspent convictions only)

43.5 Additionally, Suppliers and their staff are required to give a reasonable account of any significant periods (6 months or more in the past 3 years) of time spent abroad.

43.6 Verification of identity is essential before any individual can begin working on the Client's premises or have access to assets/documents as described above.

Before a contract is awarded Suppliers and their staff who will work on the Client's premises or have access to assets/documents as described above will be asked to provide the following:

OFFICIAL

- a) Confirmation of name, date of birth and address. (ID should be corroborated by original documents i.e. full passport, national ID card, current UK full driving license, birth certificate, bank correspondence or utility bills.)
- b) National insurance number or other unique personal identifying number where appropriate.
- c) Full details of previous employers (name, address and dates), over the past 3 years.
- d) Confirmation of any necessary qualifications/licences.
- e) Educational details and references where someone is new to the workforce.
- f) Confirmation of permission to work in the UK if appropriate.

43.7 Client Data

- a) The Supplier shall not delete or remove any proprietary notices contained within or relating to the Client Data.
- b) The Supplier shall not store, copy, disclose, or use the Client Data except as necessary for the performance by the Supplier of its obligations under this Contract or as otherwise expressly authorised in writing by the Client.

43.8 To the extent that Client Data is held and/or processed by the Supplier, the Supplier shall supply that Client Data to the Client as requested by the Client in the format specified herein:

43.9 The Supplier shall take responsibility for preserving the integrity of Client Data and preventing the corruption or loss of Client Data.

43.10 The Supplier shall perform secure back-ups of all Client Data and shall ensure that up-to-date back-ups are stored off-site in accordance with the Business Continuity and Disaster Recovery Plan. The Supplier shall ensure that such back-ups are available to the Client at all times upon request and are delivered to the Client at no less than monthly intervals.

43.11 The Supplier shall ensure that any system on which the Supplier holds any Client Data, including back-up data, is a secure system that complies with the Security Policy.

43.12 If the Client Data is corrupted, lost or sufficiently degraded as a result of the Supplier's Default so as to be unusable, the Client may:

- require the Supplier (at the Supplier's expense) to restore or procure the restoration of Client Data to the extent and in accordance with the requirements specified in herein and the Supplier shall do so as soon as practicable but not later than two working days; and/or
- itself restore or procure the restoration of Client Data, and shall be repaid by the Supplier any reasonable expenses incurred in doing so to the extent and in accordance with the requirements specified herein

43.13 If at any time the Supplier suspects or has reason to believe that Client Data has or may become corrupted, lost or sufficiently degraded in any way for any reason, then the Supplier shall notify the Client immediately and inform the Client of the remedial action the Supplier proposes to take.

Protection of Personal Data

43.14 With respect to the parties' rights and obligations under this Contract, the parties agree that the Client is the Data Controller and that the Supplier is the Data Processor. The Supplier shall:

- process the Personal Data only in accordance with instructions from the Client (which may be specific instructions or instructions of a general nature as set out in this Contract or as otherwise notified by the Client to the Supplier during the Term);
- process the Personal Data only to the extent, and in such manner, as is necessary for the provision of the Services or as is required by Law or any Regulatory Body;
- implement appropriate technical and organisational measures to protect the Personal Data against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure. These measures shall be appropriate to the harm which might result from any unauthorised or unlawful Processing, accidental loss, destruction or damage to the Personal Data and having regard to the nature of the Personal Data which is to be protected;
- take reasonable steps to ensure the reliability of any Supplier Personnel who have access to the Personal Data;
- obtain prior written consent from the Client in order to transfer the Personal Data to any Sub-suppliers or Affiliates for the provision of the Services;
- ensure that all Supplier Personnel required to access the Personal Data are informed of the confidential nature of the Personal Data and comply with the obligations set out in this clause 43;
- ensure that none of Supplier Personnel publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Client;
- notify the Client (within five Working Days) if it receives:
 - a request from a Data Subject to have access to that person's Personal Data; or
 - a complaint or request relating to the Client's obligations under the Data Protection Legislation;
- provide the Client with full cooperation and assistance in relation to any complaint or request made, including by:
 - providing the Client with full details of the complaint or request;
 - complying with a data access request within the relevant timescales set out in the Data Protection Legislation and in accordance with the Client's instructions;
 - providing the Client with any Personal Data it holds in relation to a Data Subject (within the timescales required by the Client); and
 - providing the Client with any information requested by the Client;

- permit the Client or the Client Representative (subject to reasonable and appropriate confidentiality undertakings), to inspect and audit, in accordance with clause 38 (Audits), the Supplier's data Processing activities (and/or those of its agents, subsidiaries and Sub-suppliers) and comply with all reasonable requests or directions by the Client to enable the Client to verify and/or procure that the Supplier is in full compliance with its obligations under this Contract;
- provide a written description of the technical and organisational methods employed by the Supplier for processing Personal Data (within the timescales required by the Client); and
- not Process Personal Data outside the European Economic Area without the prior written consent of the Client and, where the Client consents to a transfer, to comply with:
 - the obligations of a Data Controller under the Eighth Data Protection Principle set out in Schedule 1 of the Data Protection Act 1998 by providing an adequate level of protection to any Personal Data that is transferred; and
 - any reasonable instructions notified to it by the Client.

43.15 The Supplier shall comply at all times with the Data Protection Legislation and shall not perform its obligations under this Contract in such a way as to cause the Client to breach any of its applicable obligations under the Data Protection Legislation.

Confidentiality

43.16 Except to the extent set out in this clause or where disclosure is expressly permitted elsewhere in this Contract, each party shall

- treat the other party's Confidential Information as confidential [and safeguard it accordingly]; and
- not disclose the other party's Confidential Information to any other person without the owner's prior written consent.

43.17 Clause 43.13 shall not apply to the extent that:

- such disclosure is a requirement of Law placed upon the party making the disclosure, including any requirements for disclosure under the FOIA, Code of Practice on Access to Government Information or the Environmental Information Regulations pursuant to clause 32 (Freedom of Information);
- such information was in the possession of the party making the disclosure without obligation of confidentiality prior to its disclosure by the information owner;
- such information was obtained from a third party without obligation of confidentiality;
- such information was already in the public domain at the time of disclosure otherwise than by a breach of this Contract; or
- it is independently developed without access to the other party's Confidential Information.

43.18 The Supplier may only disclose the Client's Confidential Information to the Supplier Personnel who are directly involved in the provision of the Services and who need to know the information, and shall ensure that such Supplier Personnel are aware of and shall comply with these obligations as to confidentiality.

43.19 The Supplier shall not, and shall procure that the Supplier Personnel do not, use any of the Client's Confidential Information received otherwise than for the purposes of this Contract.

- 43.20 At the written request of the Client, the Supplier shall procure that those members of the Supplier Personnel identified in the Client's notice signs a confidentiality undertaking prior to commencing any work in accordance with this Contract.
- 43.21 Nothing in this Contract shall prevent the Client from disclosing the Supplier's Confidential Information:
- to other Crown Bodies or other Contracting Authorities on the basis that the information is confidential and is not to be disclosed to a third party which is not part of any Crown Body or any Contracting Agency;
 - to any consultant, supplier or other person engaged by the Client or any person conducting an Office of Government Commerce gateway review;
 - for the purpose of the examination and certification of the Client's accounts; or
 - for any examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Client has used its resources.
- 43.22 The Client shall use all reasonable endeavours to ensure that any government department, Contracting Agency, employee, third party or Sub-Supplier to whom the Supplier's Confidential Information is disclosed pursuant to clause 43 is made aware of the Client's obligations of confidentiality.
- 43.23 Nothing in this clause 43 shall prevent either party from using any techniques, ideas or know-how gained during the performance of the Contract in the course of its normal business to the extent that this use does not result in a disclosure of the other party's Confidential Information or an infringement of IPR.

Security Requirements

- 43.24 The Supplier shall comply, and shall procure the compliance of the Supplier Personnel, with the Security Policy (see Table of Policies – See Annex D) and the Supplier shall ensure that the Security Plan produced by the Supplier fully complies with the Security Policy.
- 43.25 The Client shall notify the Supplier of any changes or proposed changes to the Security Policy.
- 43.26 If the Supplier believes that a change or proposed change to the Security Policy will have a material and unavoidable cost implication to the Services it may submit a Change Request. In doing so, the Supplier must support its request by providing evidence of the cause of any increased costs and the steps that it has taken to mitigate those costs. Any change to the Charges shall then be agreed in accordance with the Change Control Procedure.
- 43.27 Until and/or unless a change to the Charges is agreed by the Client pursuant to clause 43 the Supplier shall continue to perform the Services in accordance with its existing obligations.

Malicious Software

- 43.28 The Supplier shall, as an enduring obligation throughout the Term, use the latest versions of anti-virus definitions available from an industry accepted anti-virus software vendor to check for and delete Malicious Software from the ICT Environment.
- 43.29 Notwithstanding clause 43, if Malicious Software is found, the parties shall co-operate to reduce the effect of the Malicious Software and, particularly if Malicious Software causes loss

of operational efficiency or loss or corruption of Client Data, assist each other to mitigate any losses and to restore the Services to their desired operating efficiency.

43.30 Any cost arising out of the actions of the parties taken in compliance with the provisions of clause 43 shall be borne by the parties as follows.

- by the Supplier where the Malicious Software originates from the Supplier Software, the Third Party Software or the Client Data (whilst the Client Data was under the control of the Supplier); and
- by the Client if the Malicious Software originates from the Client Software or the Client Data (whilst the Client Data was under the control of the Client);

Warranties

43.31 The Supplier warrants, represents and undertakes for the duration of the Term that all personnel used to provide the Services will be vetted in accordance with good industry practice and the Supplier's usual staff vetting procedures.

44. ACCEPTANCE TESTING IS NOT APPLICABLE

44.1. The Supplier shall ensure that, prior to the delivery of any Deliverables which are specified in the Purchase Order as being subject to Acceptance Testing such Deliverables, it will have successfully completed its internal testing procedures. On provision of the Deliverables to the Client, the Supplier will provide to the Client a certificate confirming the successful completion of its internal testing procedures.

44.2. As soon as practicable after such provision of the Deliverables, the Client shall start to carry out Acceptance Testing of the Deliverables in accordance with the Acceptance Tests and the Client shall complete the Acceptance Tests and notify the Supplier of the results of the Acceptance Tests by the time specified in the Purchase Order. Any failure by the Client to communicate to the Supplier the results of the Acceptance Tests by the time ten (10) Business Days after the Acceptance Tests were due to complete as specified in the Purchase Order without completing the Acceptance Tests shall constitute deemed acceptance of such Deliverables. The Supplier shall provide the assistance in respect of such Acceptance Testing as set out in the Acceptance Tests for the duration set out in the Purchase Order and the Supplier shall be permitted to be present at such Acceptance Tests. In the event that the Acceptance Tests are not completed within the time period specified in the Purchase Order and the Supplier can demonstrate to the Client's reasonable satisfaction that such failure was a direct result of a breach of the Client's obligations under this Contract, the Client shall in respect of any further assistance that is provided by the Supplier in respect of the Acceptance Tests, pay for such assistance at the applicable rates set out in Schedule 4 save that any such charges must be approved by the Client in advance. The Supplier shall immediately notify the Client Representative in the event of any deemed acceptance under this clause 44.

44.3. If, in the reasonable opinion of the Client, the Deliverables meet all of the Acceptance Criteria, the Deliverables shall have passed their Acceptance Tests. Unless there is deemed acceptance of the Deliverables in accordance with clause 44.2, the only evidence of such acceptance shall be an acceptance certificate in a form acceptable to both parties. The Client shall notify the Supplier within ten (10) Business Days of completion of the Acceptance Tests whether or not the Deliverables have passed their Acceptance Tests.

- 44.4. If the Deliverables do not pass their Acceptance Tests, the Client shall provide the Supplier with written reasons for such failure. Except where the Acceptance Test Due Date has passed or passes prior to the Deliverables passing their Acceptance Tests (in which case clause 44.5 shall apply), the Supplier shall be given the opportunity to correct any errors in the Deliverables and resubmit them for Acceptance Testing in accordance with this clause 44. In such circumstances, this clause 43.4 shall also apply to such resubmission.
- 44.5. If the Deliverables have not passed their Acceptance Tests or are not deemed under clause 44.2 to have passed their Acceptance Tests by the Acceptance Test Due Date, the Client shall, at its sole option, have the following rights, save that if the Supplier can demonstrate to the Client's reasonable satisfaction that the delay is solely due to a breach by the Client of its obligations under this Contract, the Acceptance Test Due Date shall be extended by one (1) day in respect of each day of such delay:
- a) without prejudice to the Client's other rights and remedies, to accept by written notice such part of the Deliverables as the Client specifies in which case the Client, shall pay such amount to the Supplier as the Client reasonably believes reflects a fair and reasonable proportion of the Charges and the Client shall, at its sole option, elect in such notice whether the Supplier should no longer be required to provide the Services in respect of such Deliverables that are not so accepted; or
 - b) to extend the Acceptance Test Due Date for such period as the Client may specify, in which case (but only if) the Acceptance Test Due Date is specified to be a Final Acceptance Test Due Date; or
 - c) without prejudice to the Client's other rights and remedies, to terminate the appropriate Purchase Order without any cost and liability whatsoever, in which event the Client shall obtain a full refund from the Supplier of all Charges paid to the Supplier under the relevant Purchase Order.
- 44.6. If the Deliverables have not passed their Acceptance Tests by the date 10 (ten) Business Days (or such other period as may be agreed in the Purchase Order) after the Acceptance Test Due Date, the Client shall, at its sole option, have the right, without prejudice to the Client's other rights and remedies, to terminate the Purchase Order without any cost and liability whatsoever, in which event the Client shall obtain a full refund from the Supplier of all Charges paid to the Supplier for the respective Deliverable or if agreed in a Purchase Order, a Milestone, save that if the Supplier can demonstrate to the Client's reasonable satisfaction that the delay is solely due to a breach by the Client of its obligations under this Contract or the applicable Purchase Order, the Acceptance Test Due Date shall be extended by one (1) day in respect of each day of such delay.
- 44.7. In the event that the Client extends the Acceptance Test Due Date pursuant to clause 44.5(b) and the Deliverables have not passed their Acceptance Test by such extended Acceptance Test Due Date, clause 44.6 shall apply.
- 44.8. If, without the Supplier's consent, the Client puts a Deliverable into the production environment before that Deliverable has passed its Acceptance Tests, the Supplier shall not be liable for any loss and damage caused by errors in such Deliverable which arise prior to the date upon which that Deliverable has passed, or is deemed to have passed, its Acceptance Tests. For

the avoidance of doubt, this clause 44.8 shall not give any relief to the Supplier in respect of loss and damage caused after the date upon which such Deliverable passes its Acceptance Tests.

44.9. Clause 44.8 shall not apply in respect of any Deliverable where:

- a) the reason that the Client has put that Deliverable into the production environment before that Deliverable has passed its Acceptance Tests, is that delays have been caused predominantly by the Supplier, the Sub-Suppliers or any other person acting on behalf of the Supplier; and
- b) the Client notifies the Supplier that it is putting, or has put, that Deliverable into the production environment before that Deliverable has passed its Acceptance Tests; and
- c) the Client acting reasonably, believes it is necessary or desirable to put that Deliverable into the production environment before that Deliverable has passed its Acceptance Tests.

44.10. For the avoidance of doubt, if the Client puts a Deliverable into the production environment before that Deliverable has passed its Acceptance Tests, and even if deemed acceptance has already occurred, the Client may then carry out such Acceptance Tests and from the date the Client has completed such Acceptance Tests, the rights granted to the Client under clauses 44.5 and 44.6 shall apply and the relief granted to the Supplier under clause 44.8 shall cease to apply.

44.11. The Supplier acknowledges and agrees that it shall not be entitled to charge the Client for any corrective work undertaken on any Deliverables to meet the Acceptance Criteria where the Deliverables fail their Acceptance Tests provided the relevant failure was not directly caused by a breach of the Client of its obligations under this Contract or a Purchase Order.

45. EXIT MANAGEMENT

(Depending on the complexity of the services a separate Schedule (see Schedule 11) may be required)

45.1. On receipt of notice to terminate this Contract or a Purchase Order or expiration of this Contract or a Purchase Order, however and whenever occurring, the Parties shall comply with the Exit Management Requirements as may be set out in any appropriate Purchase Order.

45.2. During the Exit Period the Charges shall continue to apply, even where the Exit Period continues after the expiry of the Term.

45.3. In order to facilitate the Exit Management Requirements, the Supplier shall, if requested by the Client to do so, extend the Term of this Contract or a Purchase Order.

45.4. No right or licence is granted to either Party or their advisers in relation to any Confidential Information except as expressly set out in this Contract.

46. ENTIRE AGREEMENT

This Contract constitutes the entire understanding between the Client and the Supplier relating to the subject matter.

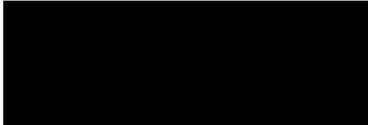
46.1. Neither the Client nor the Supplier has relied upon any representation or promise except as expressly set out in this Contract.

46.2. Both the Client and the Supplier unconditionally waives any rights it may have to claim damages against the other on the basis of any statement made by the other (whether made carelessly or not) not set out or referred to in this Contract (or for breach of any warranty given by the other not so set out or referred to) unless such statement or warranty was made or given fraudulently.

46.3. Both the Client and the Supplier unconditionally waives any rights it may have to seek to rescind this Contract on the basis of any statement made by the other (whether made carelessly or not) whether or not such statement is set out or referred to in this Contract unless such statement was made fraudulently.

This contract is deemed to have commenced at the date given on page 1.

Signed for and on behalf of the **Foods Standards Agency**:

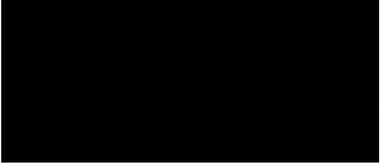
By 

Name..... 

Title..... Procurement Business Partner

Date 16 January 2019

Signed for and on behalf of **[STS Solutions Ltd]:**

By 

Name... 

Title.....Director.....

Date.....15 January 2019.....

SCHEDULE 1

INTERPRETATIONS

Account Management Team	The Supplier's personnel who have been designated as their point(s) of contact for management of this contract
Agreement	means this contract
Client Property	means anything issued or otherwise furnished in connection with the Contract by or on behalf of the Client, other than any real property.
Client's Representative	means the member of the Client staff who shall be the main contact point under the Contract or any relevant Purchase Order
Charges	means charges payable by the Client to the supplier for the performance of the Services, which must be itemised in full on any relevant Purchase Order
Confidential Information	means any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, know-how, personnel and suppliers of either party, including Intellectual Property Rights, together with all information derived from the above, and any other information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential.
Supplier Personnel	means all directors, officers, employees, agents, consultants and Suppliers of the Supplier and/or of any Sub-Supplier engaged in the performance of its obligations under this Agreement.
Controller, Processor, Data Subject, Personal Data, Personal Data Breach, Data Protection Officer	take the meaning given in the GDPR

OFFICIAL

Data Loss Event	means any event that results, or may result, in unauthorised access to Personal Data held by the Supplier under this Agreement, and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach
Data Protection Impact Assessment	means an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data.
Data Protection Legislation	(i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the DPA 2018 [subject to Royal Assent] to the extent that it relates to processing of personal data and privacy; (iii) all applicable Law about the processing of personal data and privacy.
Data Protection Requirements	mean the Data Protection Act 1998, the EU Data Protection Directive 95/46/EC, the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Electronic Communications Data Protection Directive 2002/58/EC, the Privacy and Electronic Communications (EC Directive) Regulations 2003 and all applicable laws and regulations relating to processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner.
Data Subject Access Request	means 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.
Default	means any breach of the obligations of any party (including but not limited to fundamental breach or breach of a fundamental term) or any default, act, omission, negligence or statement of any party, it's employees, agents or Sub-Suppliers in connection with or in relation to the subject matter of this Contract and in respect of which such party is liable to the other.
DPA 2018	Data Protection Act 2018

Environmental Information Regulations	mean the Environmental Information Regulations 2004 and any guidance and/or codes of practice issued by the Information Commissioner in relation to such regulations.
Equipment	means any computers, laptops, servers, networks, internet broadband, wireless or other connections, other computer associated equipment or presentation equipment
FOIA	means the Freedom of Information Act 2000 and any subordinate legislation made under this Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner in relation to such legislation.
GDPR	the General Data Protection Regulation (Regulation (EU) 2016/679)
Government Accounting	means HM Treasury's manual of accounting principles for government as updated from time to time
Government Procurement Card (GPC)	means the UK Government's VISA purchasing card.
Industry Regulator	means any statutory or non-statutory body with responsibility for regulating (or promoting self regulation) of the provision on the type of services being provided by the Supplier.
Information	has the meaning given under section 84 of the Freedom of Information Act 2000.
Intellectual Property Rights	means patents, trademarks, service marks, design rights (whether registerable or otherwise), applications for any of the foregoing, copyright, database rights, trade or business names and other similar rights or obligations whether registerable or not in any country (including but not limited to the United Kingdom).
Invoicing Procedure	means the procedure by which the Supplier invoices the Client, as set out in Schedule 5 .
Joint Controllers	where two or more Controllers jointly determine the purposes and means of processing.

OFFICIAL

Law	means any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the Supplier is bound to comply.
LED	Law Enforcement Directive (Directive (EU) 2016/680)
Mediator	has the meaning ascribed to it in Schedule 6 .
Month	means a calendar month and “Monthly” shall be similarly construed.
Nominated Sub-Supplier	means any sub-Supplier engaged by the Supplier, at the direction of the Client, in connection with the provision of Ordered Services
Ordered Services	means the services which the Client has instructed the Supplier to carry out in any Purchase Order, subject to Schedule 2 .
Party	means a Party to this Agreement
Personal Data	shall have the same meaning as set out in the Data Protection Act 1998.
Pre-Existing Intellectual Property Rights	shall mean any Intellectual Property rights vested in or licensed to the Supplier or Client prior to or independently of the performance by the Supplier or Client of their obligations under this Contract.
Private Agency	means a commercial organisation to which service provision has been outsourced by a Contracting Agency, which assumes the role and responsibilities of the Agency under a Contract.
Processor Personnel	means all directors, officers, employees, agents, consultants and contractors of the Processor and/or of any Sub-Processor engaged in the performance of its obligations under this Agreement.

Protective Measures	means appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it including those outlined in Schedule [x] (Security).
Purchase Order	means an order for Services served by the Client on the Supplier by means of the Client's i-Procurement system
Quarter	means a three (3) month period beginning on 1 st January, 1 st April, 1 st July or 1 st October. The term 'Quarterly' shall be similarly construed.
Regulatory Body	means those government departments and regulatory, statutory and other entities, committees and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate, or influence the matters dealt with in this Contract or any other affairs of the Client and "Regulatory Body" shall be construed accordingly.
Requests for Information	means a request for information or an apparent request under the Code of Practice on Access to Government Information, FOIA or the Environmental Information Regulations.
Services	means services which the Supplier has agreed to provide under any Purchase Order.
Special Terms	means additional Client specific terms, to which the Supplier's has agreed
Specific Obligations	means any obligations entered at Schedule 3
Staff	means employees, agents and Suppliers of the Supplier
Sub-Supplier	means any sub-Supplier engaged by the Supplier in connection with the provision of Ordered Services.
Sub-Processor	means any third Party appointed to process Personal Data on behalf of that Processor related to this Agreement

OFFICIAL

Supplier	The person identified in the Contract their employees, agents or any other persons under the control of the Supplier
Working Days	means Monday to Friday inclusive, excluding English public and bank holidays.
Year	means a calendar year.

SCHEDULE 2

THE ORDERED SERVICES

1. INTRODUCTION

This Schedule 2 specifies the Ordered Services to be provided to the Client by the Supplier in the services required for:

FS125019 Safer Food Better Business Review and Update

Please see the: [Specification document – Schedule 2](#)

Specification Reference
<i>FS125019 Bid ID 921</i>
Specification Title
<i>Safer food, better business (SFBB) Review and Update</i>
Contract Duration
<i>1 December 2018- 30 June 2019</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 (FSA) website (www.food.gov.uk). For science projects we will encourage contractors to publish their work in peer reviewed scientific publications wherever possible. Also, in line with the Government's Transparency Agenda which aims to encourage more open access to data held by government, the Agency is developing a policy on the release of underpinning data from all of its science- and evidence-gathering projects.

Underpinning data should also be published in an open, accessible, and re-usable format, such that the data can be made available to future researchers and the maximum benefit is derived from it. The Agency has established the key principles for release of underpinning data that will be applied to all new science- and evidence-gathering projects which we would expect contractors to comply with. These can be found at <http://www.food.gov.uk/about-us/data-and-policies/underpinning-data>

A. THE SPECIFICATION

Background

The FSA's Safer food, better business (SFBB) packs are due for their three-year review. The purpose of this is to review the current guidance and, working with policy teams from across the FSA, ensure all information is current and in line with the most recent policy developments. This is not a whole scale review of the design/layout or the provision of SFBB in a digital format. As we move towards the delivery of the Regulating Our Future priorities the need to complete this update is critically important to continue to support food business compliance.

SFBB is a comprehensive toolkit designed for small to medium enterprises (SMEs) including catering businesses such as restaurants, cafés and takeaways. Developed by the FSA in 2005, helping SMEs manage their food safety simply and practically within Hazard Analysis and Critical Control Point (HACCP) principles. Specific information is provided on safe methods for the 4 C's (cooking, cleaning, chilling and cross-contamination) and management. Using clear illustrations and being jargon free, enables businesses achieve compliance with official controls to produce and/or sell food that is safe to eat, contributing to a key FSA priority.

During 2015, the evaluation undertaken provided evidence to demonstrate SFBB is a valued product known by approximately 80% of SMEs and used by 60% of SMEs. Over the past year the www.food.gov.uk SFBB pages have received over 780,000 views which supports the need to update these tools.

The Specification

Tenders are invited to carry out an update of all SFBB packs. The update is required for content only, to ensure SFBB packs are up to date with current FSA messaging. There are no requirements to rebrand, significantly change the layout and images nor change the style of current language. For any new or additional images it will be essential the FSA owns the rights to these. The packs requiring updating, are available on the [FSA's website, food.gov.uk](https://www.food.gov.uk), in digital format only, are:

- Caterers
- Retailers
- Indian cuisine
- Chinese cuisine in English
- Chinese cuisine in Cantonese
- Childminders
- Residential care homes supplement
- Teaching resources for colleges

The first pack to be updated and submitted to the FSA for approval must be the Caterers pack by end of February 2019.

The successful tenderer will also be required to

- survey a sample group of approximately 12 local authority officers and 12 FBOs to understand their requirements, and usage of SFBB across England and Wales.
- demonstrate they understand HACCP based procedures and the needs of SME users.
- provide a timeline for delivery of the content and the overall management of this project.
- welsh language translation is out of scope but the successful tenderer will be required to liaise with the Welsh Language Translation unit to ensure timely translation.
- the tenderer should provide details in two parts. Part one to cover the practical review with FSA policy colleagues to identify the areas to be updated. Part two, is optional, to separately cost the typesetting by a third party or undertake themselves to the FSA's standard the updating of the content into pdf format for uploading.
- attend a preliminary meeting with the FSA to agree the approach to deliver the project.

The specification must:

- Consider all FSA policy, the ROF programme and other significant developments and changes to legislation including Allergen management which has emerged since the last review was undertaken around 3 years ago.
- Bring all SFBB products up to date with the latest changes and be relevant for the period up until the next review date, to ensure food businesses using these products meet with current legislative requirements and maintain or improve their food safety standards.
- Under instruction from FSA policy teams, undertake investigative work to reveal any other areas to be inserted or changes required such as disinfectants, less than thoroughly cooked foods etc.
- Ensure the updates to SFBB remain succinct, practical and easy to understand.

- Do not expand the number of pages to SFBB unnecessarily, ensuring the packs remain easy to use by food businesses in England, Wales and NI while supporting business compliance with regulations and the continued production and/or sale of safe food.
- Include a brief explanation of any similar work undertaken to support businesses with guidance to enable them to produce safe food. The purpose of this is so that the FSA is assured that the successful tenderer has an understanding of the user group.
- Under instruction from FSA Communications team maintain the language and simplistic style of the existing documents. Any new imagery, if required, needs to be owned by the FSA and changes must adhere to accessibility requirements. If images changes are required the tendered must liaise with FSA approved designers.

B. PROCUREMENT TIMETABLE

Table 1 details an **estimated** project timetable for the project. Tenderers should however be aware that the Agency needs to acquire the evidence outlined in this ITT in a timely manner and you should justify your timings in your work plan.

TABLE 1. ESTIMATED PROJECT TIMETABLE	
EXPECTED DATE	INVITATION TO (ITT) TENDER
15 November	Invitation to Tender (ITT) issued by the Agency
15 November	ITT Clarification period opens*
23 November	ITT Clarification period closes**
7 December	Closing date for submission of ITT responses***
10 December	Evaluation of ITT responses
11 December	Tenderers contacted with points raised by appraisers for clarification on their tender, with 2 weeks to respond
18 December	Appraisal panel meeting held to consider clarified ITT responses
19 December	Tenderers notified of outcome of appraisal and preferred Tenderer (or Tenderers) identified
24 December	Contract awarded and signed
9 January	Project initiation meeting takes place and project commences
a) 28 February b) 31 May 2019	Latest date for submission to FSA: a) Caterers pack b) Remaining packs and final report

2. CONTINUOUS IMPROVEMENT

In conjunction with the Client representative, the Supplier shall develop, maintain and improve performance and service with a view to enhancing the overall delivery of service. This may include but shall not be limited to review sessions (formal and informal).

Through this 3-year review and update, SFBB can be transformed into an even more powerful tool for SME's to provide safe food. STS have a unique, experienced, knowledgeable and well-rounded project team capable of realising this opportunity to take the effectiveness of SFBB to the next level.

A fundamental for the project is to capture input from the FSA (objective 01), including addressing the implications of the 'Regulating our Future' priorities (ROF) and keeping in front of mind how SMEs use the SFBB pack in practice.

The STS team have a proven track record with approaching projects collaboratively (including for the FSA) and are pleased to consult with local authorities and the food industry (objective 02). We believe input from different perspectives will make the updates well rounded and practical.

We have excellent working knowledge of industry guidance and legislation (objective 03). Many SMEs rely on SFBB to help them produce safe food, however there are currently 'grey areas' where we shall provide clarification via SFBB, which will also assist local authorities with consistency of approach. Our project team includes leading subject-matter specialists perfectly placed to collate safe and sensible procedures.

STS will endeavour to stay true to the original philosophy of SFBB, building on its principles by streamlining, simplifying and making the pack more user friendly during the update process.

The FHRS has gained significant traction in hospitality and retail since SFBB was developed. STS wish to evaluate how best to harness the power of the FHRS within SFBB to further drive food safety standards forward (objective 04).

We would also like to share our considerable understanding of food safety culture and consider how best to incorporate culture into SFBB (objective 05).

Our approach is also to add value for the Agency (and taxpayer) and provide 'extras' in our final report (objective 06). There have been significant developments in technology recently and STS would like to assess the potential of making SFBB more accessible and cost-effective to use through technology, such as making SFBB available via an App.

We will also provide other recommendations, such as whether other standalone SFBB packs would be helpful for the industry.

STS are genuinely keen to share our expertise and successfully deliver this project, supporting the FSA in protecting consumers against food safety risks. We believe this is an opportunity to raise the bar nationwide, help protect more people and to help food businesses make safer food and enjoy better business!

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

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
01	<p>To work with FSA policy teams to understand aspects of the SFBB packs that require to be updated and/or added.</p> <p>This will include (but is not limited to) specific hazards such as acrylamide, burgers and allergens and will address the implications of 'regulating our future' (ROF).</p>
02	<p>To consult with SMEs, enforcement officers/bodies and other stakeholders within the food industry to assess current use of SFBB and identify aspects to be updated</p>

	<p>and/or added to the SFBB packs, including evaluation of how SFBB can be refined and enhanced from a local authority perspective.</p> <p>Qualitative and quantitative analysis will be gathered through use of a survey and interviews.</p>
03	<p>To review current legislation, industry guidance, FSA initiatives and policy development and ensure SFBB packs are updated and/or added to so the packs reflect current legislative requirements and best practice.</p> <p>Examples of industry guidance that will be included in review (this list is not exhaustive): The Catering Guide, guidance on raw shell egg use, acrylamide guidance, etc.</p> <p>Updates will be consistent with the SFBB philosophy of being clear, straightforward and easy to use.</p> <p>The updated catering pack will be submitted by 28th February 2019. Other updated packs will be submitted by 31st May 2019.</p> <p>This will assist the FSA to meet their strategic plan objectives for 2015-20 by helping food businesses easily understand how to produce safe food which will, in turn, protect the consumer from risks arising from consumption of food.</p>
04	<p>To examine how the FHRS can be best highlighted and integrated within the SFBB packs to combine the power of both the FHRS and SFBB to further drive food safety standards and culture forwards.</p>
05	<p>To assess how food safety culture can be effectively incorporated within SFBB packs and update and/or add to SFBB in relevant sections to provide helpful tips for SFBB users on how to build and maintain a positive food safety culture.</p>
06	<p>To produce a final project report, submitted by 31st May 2019.</p> <p>The final report will include (but is not limited to):</p> <ul style="list-style-type: none"> • Analysis and recommendations on how SFBB can be further enhanced in terms of new technologies; • Recommendations on any additional packs that the food industry would find useful to be developed; • Analysis and recommendations on suitable dissemination methods for the updated packs; • Recommendations on innovative solutions to support SFBB packs and businesses using them.

2: DESCRIPTION OF APPROACH/SCOPE OF WORK

A. APPROACH/SCOPE OF WORK

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

STS propose approaching the project via the following methods:

Establish key teams / personnel:

The first step will be to confirm the STS project team to include the following key personnel:

- Technical lead
- Administrative support (to keep the project on track and be a point of contact)
- Expert members with relevant specialist skills
- IT support

While setting up the STS project team, we will seek to establish key points of contacts within the FSA for each objective within the tender.

STS will then identify the key groups and individuals who need to be consulted. These groups will be referred to as the Working Groups throughout this tender:

- FSA Policy Groups
- ROF representatives
- Local Authorities
- Food Business Operators (FBOs)
- Food industry stakeholders (e.g. UK Hospitality, NACC, ██████████ – allergen specialist)
- Technology partners (see: section 2B: Innovations)

Establish & confirm objectives/project plan

Key STS project team members will confirm the project objectives with the FSA during the Project Initiation Meeting on 9th January.

Work streams and key responsibilities of the STS project team needed to deliver the project to the expected high quality and timeline will be agreed. The STS project team will go on to fully develop and confirm the project plan required to deliver the work streams.

Communication

STS will set up regular meetings between key FSA and STS personnel to maintain high levels of communication and report ongoing activity.

Evaluation of current SFBB content – desktop study

The STS project team will undertake a desktop gap analysis of the current SFBB content against current legislation and industry guidance relevant to SFBB to highlight areas requiring update or addition. The STS project team have a great depth and breadth of experience and knowledge as enforcers, consultants and operators which make us perfectly placed to undertake this desktop review.

Consideration will also be given to current FSA policy and objectives, the Regulating Our Future (ROF) programme and other significant developments, including legislative developments.

Evaluation of current SFBB content – ‘Working Groups’

STS will undertake research to establish how SFBB is currently perceived by users and by enforcement officers. This will be approached via ‘working groups’; consulting with enforcement officers/bodies, food business operators (FBOs) and other food industry stakeholders.

Further detail is as follows:

Local authorities – The STS Project Team have many local authority contacts, some of which have already agreed to participate in the project. Local authorities invited to participate shall evenly represent England and Wales. Local authorities selected will be representative of a mixture of rural and metropolitan authorities from Wales, the North East, North West, South West, South East and London. We have observed that some local authorities have undertaken considerable work on safe methods which is available on their websites. It would be helpful to include such authorities as they are likely to have valuable input and may already have suitable material that can be utilised within the updates. Northern Ireland was not cited in the tender specification; however, we have close links with active local authorities in Northern Ireland that we can also include.

FBOs - We will use our client base and contacts to approach and involve SMEs in the consultation process as it is vital we review and assess the current iterations of SFBB from all viewpoints. FBOs will be selected to represent the full range of packs under review. With respect to the catering pack, we shall ensure a cross section of caterers are selected to range from 'high end' fine dining establishments through to takeaways.

Food industry stakeholders - STS have a sound network within the food industry and we shall include, where appropriate, various trade organisations and bodies within the project, for example, to critique draft updates. Examples of organisations who have already agreed to participate include:

- **UK Hospitality** – [REDACTED] chaired the working group that wrote the Catering Guide. UK Hospitality agree in principal to participate in the project in terms of input and reviewing updates – in particular to help ensure updates are consistent with the Catering Guide. This joined up approach will help the FSA ensure consistent advice is given to FBOs.
- **National Association of Care Caterers** – [REDACTED] is the Chair of the NACC, who have agreed in principal to have input and review updates to the care supplement. STS are well placed to update the care supplement in relation to the listeriosis guidelines which we drafted for the FSA.

Via the consultation process, STS will also carry out analytical investigative work to build up an understanding of the ways in which SFBB is currently used by FBOs and LAs, and its current limitations and barriers to use.

The two main methods by which these key groups will be consulted is through an online survey and telephone interviews. The sample of 12 LAs and 12 FBOs will also be asked to critique updates before they are submitted to the FSA.

Online survey

The project will include two online surveys – one for LAs and one for FBOs. The content and administration of the surveys will be agreed with the FSA Social Scientist.

During project FS 101057 that STS previously delivered for the FSA, we devised and distributed an online survey via Survey Monkey to healthcare organisations. This was completed by approximately 400 health and social care FBOs – the response rate was excellent and the data captured by the survey was very helpful in shaping the guidance that we subsequently drafted. From this experience we understand that an online survey can provide a cost and time-effective method by which to capture input from users. The survey is inclusive and can raise the profile of the subject matter throughout the industry.

It is proposed that the online survey can also be sent to wider recipients than the 12 FBOs in the working group. We potentially have considerable reach via local authority partners and other stakeholders such as STS FBO clients (which include many Indian and Chinese food businesses).

Telephone interviews

Follow up interviews will be conducted with the 'core' 12 LAs and 12 FBOs selected as part of the working groups to supplement quantitative data captured by the online survey.

An interview will be constructed which can be agreed with FSA social scientists. From our experience working on FS101057 we appreciate the valuable information that can be captured through interviews as it enables participants to elaborate and explain more fully their observations/insights and also enables two-way exchange of information.

To conduct the interviews via telephone (or using visual methods such as Skype) is more sustainable and cost effective than face to face as it reduces travel time and costs.

Evaluation of additional food safety safe methods requiring insertion into SFBB

From the knowledge of the STS project team, via consultation with the 'working groups' and in consultation with FSA policy teams, STS propose to determine which additional areas of food safety should be included within SFBB that are not at present.

We are of the view that much of the SFBB content is straightforward for FBOs but an area of risk is foods that fall outside the current scope/safe methods. We strongly believe that we can make a step-change in terms of safe food nationwide through this project by including foods/food production methods that are 'higher risk' which are commonly on offer by FBOs but that currently fall outside the scope of SFBB and safe methods.

We have the proven expertise on our project team to be able to write clear, user-friendly, practical and safe methods for products such as sous vide and low temperature processed foods.

We consider there is significant potential for us to support FBOs to produce safe food by addressing current grey areas, and/or areas where it is currently difficult for FBOs to find clear information on safe procedures. Including additional SOPs where appropriate may also assist and promote consistency across LAs. We have excellent expertise to do this within our project team.

Added value for SFBB users

STS believes it is important to provide SFBB users with 'added value' to ensure they can get the most out of the document and find it easier to implement and promote good food safety standards, producing safe food for their customers. We intend to do this in several ways including (but not limited to) the following:

- We propose to actively promote the establishment and maintenance of a positive food safety culture across the SFBB updated content, providing users of SFBB with tips on how to achieve this and clear explanations of the benefits of a positive food safety culture for their business. STS really understands culture and its importance for food safety within a food business and are ideally placed to infuse the updated SFBB versions with our knowledge and expertise in this area.
- Using the working groups model and selected key individuals from the working groups, we propose to identify innovations and links to help update the SFBB offering overall. For example, we would seek to determine if there is a benefit to introducing a SFBB app, amongst other tools (see: section 2B. Innovation).
- A key way we believe we can add value to SFBB for its users is to link it with the FHRS so FBOs can clearly see and understand which safe methods relate to which of the three 'sections' within the rating scheme's scoring mechanism. This will help FBOs to understand clearly and easily how the safe methods in SFBB and their implementation can affect their Food Hygiene Rating. We also propose to include introductory information on the FHRS within the SFBB packs as part of the review and updates.
- Via the consultation process and project team research, STS also propose to assess the accessibility of SFBB online to fully understand the experience of being a FBO and make recommendations as to how accessibility and online experience can be improved.

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

We pride ourselves on a creative approach and propose several innovative elements for this project, for example:

- Significantly improved SFBB packs reviewed and updated including culture, innovative integration of FHRS and 'demystifying' safe methods for higher risk foods
- Innovative data gathering methods e.g. electronic survey, involvement of key stakeholders

During the project we shall gain an extremely deep insight into SFBB which will make us well placed to deliver innovative recommendations which will be included in the final report (objective 06).

We already propose a range of recommendations which we shall develop in agreement with the FSA, explained below:

Analysis and recommendations on how SFBB can be further enhanced in terms of new technologies

Background

SFBB has been widely adopted by 60% of SMEs and is known of by 80% of SMEs. These figures are a mark of the success of SFBB, but the challenge remains to make SFBB more even more accessible to the SME market, resulting in a significant uptake of numbers using SFBB packs.

Since the launch of SFBB, the use of Apps has become mainstream in the population across a wide range of subject areas. In the first quarter of 2018, there were 8 million apps available for Android users and 2.2 million at the IOS App Store. Based on current forecasts it is estimated that 20 billion Apps will be downloaded in the UK by 2020.

It is our view that the SME market represents a business group which could benefit from easy access to a SFBB App. The nature of the SFBB target market is as follows:

- Large volume of independent businesses who may find it expensive using traditional delivery methods (such as printing/photocopying) of SFBB
- High % of entrants/leavers into a constantly changing market. There is an opportunity to make the SFBB App the 'de facto' pack for all start-ups, being actively promoted by Local Authorities
- Requirement for cost-effective support for SMEs considering the challenging trading conditions in the hospitality market. The SFBB App would be extremely cost effective to use
- Vast majority of SMEs have access to smart phones and are using Apps
- Format of SFBB lends itself to being converted into to an App via electronic packs and export links for templates
- Apps can be updated centrally and sent to all users at minimal cost, unlike printed versions of SFBB which take time and cost to circulate

Research

It is proposed that STS carry out research into the SME market to test out the validity of assertions and research any other significant opportunities that may exist in relation to SMEs using an App to enhance SFBB.

The research will take the form of:

Quantitative research:

- 'Survey Monkey' questionnaire to be widely circulated to SMEs. Some of the theories we would like to test include:
 - Age profile of SMEs and attitudes towards use of a SFBB App. If the younger generation are more open to Apps, it is an indication that the demand of SFBB on an App is likely to grow.
 - The split between use of Android/Apple devices – is it the same as the population at large? Do Apps therefore have to be developed in both Android and Apple formats to reach a significant number of the population?

Qualitative research:

- We would carry out qualitative research using the following methods:
 - Structured one to one interviews to explore how the SMEs would want to use the App in practice and establish the most practical features needed in the App design and development.
 - Liaise with IT specialists to understand the challenges of developing a SFBB App and look for potential solutions.

Our approach

We will be informed by the research carried out and approach the App development project in the following way:

- Although SFBB covers a technical subject, we do see the opportunity to introduce consumer design to make the App user friendly and easy on the eye. Some critics of the FSA website suggest there is a lot of good information available but can be hard for non-technical users to access.
- We will investigate the attitude of the FSA towards enhancing its public facing website to allow easier access for SFBB clients to view/download documents, access sample forms, watch training videos etc.
- We have an IT partner, Magic 5, whose expertise in the area of App design and development has been supporting STS in the area of Food Safety for 12 years. It is proposed that we collaborate with Magic 5 to scope out the project and work with the FSA to agree the parameters within which we will quote for the development of a SFBB App as part of the SFBB project final report.
- Some of the issues we will have to resolve will be to:
 - Select a single or multiple platform App (e.g. Android/Apple format)
 - Agree scope of services made available to the SMEs e.g. would the App include a FHRS audit template?

Within the scope of the current FSA tender to update SFBB, STS will carry out the following:

- Quantitative research to gain an understanding of how receptive the SME market would be towards a SFBB App
- Qualitative research to establish how an SME would use the SFBB App in practice
- Collaborate with the FSA/Magic 5 to agree a broad specification for the App from which we can establish some cost/benefit options

STS/Magic5 software capability:

STS have worked with Magic5 Software for 12 years and together we bring a combination of a deep understanding of food safety and the SME market with an IT provider who has the experience and knowledge of providing technological food safety solutions.

Analysis and recommendations on suitable dissemination methods for the updated packs:

The release of the updated SFBB packs will provide a much-enhanced tool to produce safe food, therefore it is pertinent to make sure as many of the food businesses targeted are aware of the updated information. Whilst this is likely to be disseminated via local authorities and the FSA, we consider that we could help accelerate this dissemination and raise awareness throughout the target market. This is a great opportunity to increase uptake of SFBB and prompt review by existing SFBB users which will help to support wide-ranging improvements in food safety practices.

PR:

STS have an active marketing and PR department: our PR officer has links to many food safety related publications and TV channels. This is illustrated by project team member [REDACTED] recent appearance on BBC Breakfast to talk about the Food Hygiene Rating Scheme.

We would be pleased to utilise our PR resources in an appropriate manner to raise awareness of the updated packs throughout the industry. This could, for example, using our links within the industry to raise awareness via articles in publications such as The Caterer and Care Caterer magazine.

We would also be pleased to seek speaking opportunities to help enforcement officers and FBOs to understand the updates.

Recommendations on innovative solutions to support SFBB packs and businesses using them:

The effectiveness of the new packs will only be effective in producing safe food if the target SMEs are aware of the updates (as above) and understand the packs and how to use them.

Whilst a pack will be available in Cantonese and the pack for Indian cuisine will be updated there are many other nationalities and we recognised that English is not always a first language or widely used in some food businesses. Literacy can also be a barrier to businesses using SFBB packs.

As a food safety training provider, we understand that people learn through auditory, visual and/or kinaesthetic methods - the SFBB pack is currently only visual.

- Safe methods videos

To help overcome language, literacy and learning barriers we are likely to recommend updated and enhanced YouTube videos for safe methods. For example, a video of how to do two-stage cleaning, or how steak tartare can be safely prepared in practice. From the research during the project we can help identify and recommend an appropriate range of topics for YouTube clips. We are aware of a range of FSA videos that are currently available, which we can review.

- Coaching webinars/packs

STS pioneered a coaching approach to working with food businesses when we won the contract to undertake Nando's food safety audits in 2004 – at that point they had 90 restaurants. Nando's now have over 400 restaurants and continue to trust us as their food safety partner. Key to the success of our relationship is the coaching approach our team take whilst undertaking audits and how we have supported their organisation in cultivating an outstanding food safety culture. As a result, approximately 95% of their estate now have a food hygiene rating of 5 or equivalent.

This is an example of how we understand the best ways to coach food businesses to produce tangible results. We are passionate about continuing to work with independent FBO's and translate these key values

to the SME market. We would use our insight to make recommendations on how best coaching support can be provided to FBOs to help them use SFBB and overcome potential cultural, language and literacy barriers. This may include (but is not limited to) collation of coaching packs for local authorities and webinars to coach use of SFBB.

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.

Please see supporting information for the project plan which includes tasks and sub-tasks required to realise each objective. See FS12501SFBB Review and Update part 3A Project Plan and Deliverables.

B. DELIVERABLES

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

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

Each deliverable should be:

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

Please insert additional rows to the table below as required.

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

DELIVERABLE NUMBER OR MILESTONE IN ORDER OF EXPECTED ACHIEVEMENT	TARGET DATE	TITLE OF DELIVERABLE OR MILESTONE
01/01	11/01/2019	Establish contacts from relevant FSA policy teams/social scientists and schedule meetings/conference calls with those contacts.
01/02	18/01/2019	Complete initial meetings/conference calls with FSA contacts.
02/01	18/01/2019	Confirm/brief members of 'working groups' (including 12 LAs and 12 FBOs) and recipients for wider electronic survey. Schedule interviews with working group members.
02/02	18/01/2019	Draft content of surveys and interviews for FSA social scientist input/approval.
02/03	25/01/2019	Distribute electronic survey to LAs and FBOs to allow 1 week for completion.
02/04	30/01/2019	Complete interviews with all working group members.
02/05	01/02/2018	Analyse and summarise data from surveys and interviews.
03/01	01/02/2019	Review current legislation, industry guidance, FSA initiatives and policy development, current best practice and current SFBB content to produce gap analysis report. Additional 'grey literature' review of SFBB related documentation/commentary.
04/01	04/02/2019	Complete assessment of FHRS integration.
05/01	04/02/2019	Complete assessment of food safety culture integration.
01/03, 02/06, 03/02, 04/02 & 05/02	11/02/2019	Identify & confirm updates to be included in the SFBB packs.
03/03	18/02/2019	Draft updates for the Caterer's pack.
03/04	22/02/2019	Distribute draft updates for consultation to relevant working groups for comments

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03/05	28/02/2018	Make any amendments required from working group consultation.
03/06	28/02/2019	Submission of Caterer's pack to FSA.
03/07	20/04/2019	Draft updates for the other SFBB packs.
03/08	04/05/2019	Distribute draft updates to other SFBB packs for consultation to relevant working groups for comments.
03/09	30/05/2019	Make any amendments required to other SFBB packs from working group consultation.
03/10 & 06/01	31/05/2019	Submission of remaining packs and final report to FSA.

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.

Key Relevant Project 1a & b:

a. FSA project FS101057: 'Development of an initial report (draft guidance) for reducing the risk of vulnerable groups contracting listeriosis in NHS hospitals, private hospitals, nursing homes and similar healthcare settings'.

b. FSA project FS101093: 'Promotion and dissemination of new listeria food safety guidance for hospitals, nursing homes and similar establishments in healthcare settings'.

Project Leader:

Client who commissioned work: [REDACTED] Food Standards Agency

Project start and end dates: a. 2014 b. 19/1/15-31/3/15

Value: Approximately £40K per project

Description: Drafting and disseminating Listeriosis guidance

Work carried out

a. The initial project for the FSA was to draft guidance for healthcare organisations in order to reduce the risk of listeriosis. We took a very collaborative approach to this project to make sure the guidance was practical and satisfied the needs of enforcement officers and caterers alike.

b. The second project was to disseminate the guidance to healthcare organisations/care caterers and enforcement officers. The primary method of dissemination was delivery of approximately 80 workshops throughout the UK and webinars were also used.

Collaborative partners

Both projects were very collaborative in their approach.

In terms of enforcement officers, we liaised closely and met with local authorities from all areas of the UK. We also worked closely with hospital and care caterers from all parts of the UK as well as trade associations (National Association of Care Caterers, Hospital Caterers Association). Participating organisations met as part of the project team, took part in surveys, site visits, interviews and critiqued the draft guidance before it was presented to the FSA.

This project was a science and research project and we undertook three research projects as a basis upon which to build the guidance. Included within the research was an electronic survey which was completed by approximately 400 care caterers.

With the dissemination workshops, collaboration was so close that many hospitals gave their training rooms free of charge to be used for the project. Furthermore, it was excellent to see EHOs and hospital care caterers collaborating during the workshops and learning from each other.

Relevant skills/expertise

- [REDACTED] and [REDACTED] were involved with the managing and delivery of these projects and are both also involved with this SFBB tender.
- The listeriosis projects were delivered successfully and in a timebound manner for the FSA, demonstrating sound **project and time management skills**.
- The projects clearly demonstrate **collaborative working skills** with local authorities, food businesses and trade associations as well as the FSA to achieve a common goal to strengthen food safety.
- During the project STS worked with a **social scientist** at the FSA to construct surveys and questionnaires.
- The project demonstrated suitable written **communication skills** by drafting documents in a clear, comprehensive and user-friendly way for use within food businesses.

Key Relevant Project 2:	Coaching SFBB in England, Wales and Northern Ireland
Project leader:	Various including [REDACTED]
Client who commissioned project:	Food Standards Agency
Value:	Estimated £2m
Project start and end dates:	2005-10
Description:	Providing coaching and training to FBOs using SFBB pack

Work carried out

In 2005, the FSA launched SFBB, pioneering a practical and pragmatic version of HACCP for FBOs on a mass scale. A programme was developed to provide assistance to FBOs in the use of SFBB and how to implement it within their food business. This coaching programme was delivered by NSF International, whose coaches took the SFBB message and explained it to the FBOs.

It is believed that a professional, but practical, roll-out of SFBB contributed positively to the significant take-up of the HACCP system. The figures quoted in this tender (80% of SME's know of SFBB and 60% use SFBB), demonstrate the success of the system in the marketplace.

While at NSF (as Managing Director of the Retail and Hospitality Division), [REDACTED] was responsible for the roll-out of this coaching programme for a sizable part of the UK. [REDACTED] took a hands-on role in this project and attended regular monthly review meetings with the FSA management team.

The approach taken involved developing teams of well-trained Coaches, who were mainly Chefs by background. These Coaches were required to be great communicators and to demonstrate empathy with the FBOs.

Collaborative partners

The SFBB Coaching project was very collaborative in approach. The project leader worked closely with the FSA to regularly review the progress of the project and keep it on track. [REDACTED] role in this project also involved working closely with the Coaches to ensure smooth delivery of the coaching to the FBOs.

Relevant skills/expertise

- [REDACTED] led the managing and delivery of this project and is also involved with this SFBB tender.

- The project illustrates the depth and breadth of experience that the team at STS have in **communicating** food safety to FBOs of all sizes.
- The project was delivered successfully and in a timely manner, demonstrating sound **project and time management skills**.
- The project clearly demonstrates **collaborative working skills** with food businesses as well as the FSA to achieve a common goal to strengthen food safety.

Key Relevant Project 3:	SME FSMS & audit programme package
Project leader:	██████████
Client who commissioned project:	Wentbridge House Hotel – Independent boutique hotel
Value:	Approximately £1.5K per annum.
Project start and end dates:	Annual project since 2014
Description:	Biannual audits of the hotel’s catering facilities and development and regular review of FSMS

Work carried out

This food business produces food for breakfast, lunch, dinner, room service and conference & banqueting and use the following production methods:

- Traditional plated
- Traditional bulk
- Cook-Chill
- Sous vide cooking
- Vacuum packing

STS’ biannual food safety audits assist Wentbridge House Hotel to maintain excellent standards of food safety and identify any potential areas of concern. The audit process has helped the team at Wentbridge increase their food hygiene rating from 3 to 5. A bespoke audit tool has been developed in consultation with the Hotel Director and the audits include assessment of all key stages of operation followed within the business and associated documentation, including sous vide practices.

██████████ of STS authored Wentbridge House Hotel’s FSMS, based on HACCP principles, in consultation with the hotel’s Director and Executive Chef. The FSMS applies to all food provided by the hotel to its guests, visitors and staff in all its dining outlets, including conferencing and banqueting meals. It is written in straightforward, clear language and presented in a simple, easy to understand format so the team using the FSMS can easily implement and follow its contents.

As the hotel vacuum packs foods for storage purposes, cooks a selection of food via sous vide and holds hot foods at temperature in water baths, specific procedures for these practices were developed by STS as part of the FSMS.

The FSMS authored by STS includes bespoke HACCP plans, flow diagrams, procedures for safe methods, pre-requisites, policies on egg use and acrylamide as well as management arrangements and responsibilities for ensuring all food produced by the hotel is safe to eat.

STS also provide advice & support as part of the FSMS and audit package.

Collaborative partners

The project was, and remains, very collaborative in approach. The project leader worked and continues to work closely with the client to achieve results. Decisions on the content of the bespoke audit tool and the FSMS were made in close consultation with the Hotel Director and Executive Chef and any reviews or updates to either of

these documents or to food safety practices are only made once all parties have discussed the potential changes.

Relevant skills/expertise

- [REDACTED] leads the managing and delivery of this project and is also involved with this SFBB tender.
- The project illustrates the depth and breadth of experience that the team at STS have in understanding food safety, in recognizing risks within food businesses and in identifying suitable food safety controls.
- The project has been delivered, and continues to be delivered, successfully and in a timely manner since it began in 2014, demonstrating sound **project and time management skills**.
- The project clearly demonstrates **collaborative working skills** with food businesses to achieve a common goal to strengthen food safety. This includes good **verbal communication skills**, used to communicate clearly with the client and strong **analytical skills**, used to determine the scope of the FSMS and the bespoke audit tool.
- The project demonstrates sound **written communication skills** in terms of drafting documents in a clear, comprehensive and user-friendly way for use within the food business.

Key Relevant Project 4:	Supporting FBOs in the vicinity of Olympic sites
Project leader:	[REDACTED]
Client who commissioned project:	Food Standards Agency
Value:	Estimated £1m
Project start and end dates:	2012 - 2014
Description:	Provision of coaching to FBOs operating within the areas neighbouring Olympic events

Work carried out

This project began in early 2012 to ensure completion in time for the London Olympics. The objective was to provide food safety coaching to FBOs who operated in the neighbourhood surrounding Olympic events, particularly the “hard to reach” FBOs who continued to provide a food safety threat due to poor standards. There was a concern that the tight controls operating within the Olympic village and sites did not extend to the neighbouring FBOs in areas such as East London.

[REDACTED] (as Director at NSF at the time) had extensive hands-on experience working on the SFBB Coaching programme with the FSA in 2005. He was therefore able to take lessons learned from managing the SFBB Coaching programme and apply them to this project.

The proposal which was accepted was for a team of chefs to be engaged as coaches to carry out the support visits. These chefs were selected as they were great communicators but also, being chefs, they could identify and empathise with the challenges that the FBOs were encountering. Chefs jackets were worn by the coaches who visited the sites, rather than the potentially intimidating EHO white coats as it was felt the FBOs would relate to the coaches better. The coaches were thoroughly trained by a team who included FSA personnel. The value of teamwork between the FSA and the coaches was critical in achieving the project objectives.

Some innovations were introduced to the project, including equipping the coaches with a number of new training tools. These included:

- Access to a selection of short videos that were made specifically to support the FBOs (covering areas such as hand washing, temperature control, etc). These videos could be selected by the coach to present where they felt the FBO needed some specific training on a specific area of food safety risk in their premises.

- The coaches were also provided with luminous gel to demonstrate, in a very practical way, shortcomings in hand washing technique. FBOs would cover their hands in gel and then wash their hands normally. An ultra violet light then illustrated the areas that had not been washed effectively.
- A hand held swabbing device was also carried by the coaches and key areas were swabbed to highlight risks of bacterial contamination.

FSA Analysts examined the data resulting from the coaching project and the coaching interventions demonstrated an improvement in the FHRS scores for the “Hard to Reach” sites that were coached. The programme was therefore extended beyond the run up to the Olympics in 2012.

Collaborative partners

The project was very collaborative in nature with close working between the project leader, the FSA and the coaches. This collaboration also extended to the way in which the coaches approached the training of the “hard to reach” FBOs with the project set up to involve and engage the businesses.

Relevant skills/expertise

- [REDACTED] led the managing and delivery of this project and is also involved with this SFBB tender.
- The relevance of the experience [REDACTED] has, having previously overseen the roll-out of SFBB coaching in 2005 and having managed this project from beginning to end, is that he understands the challenges of dealing with FBOs, especially those “hard to reach” businesses that have been shown to be reluctant to embrace high food safety standards.
- This project demonstrates that the project leader has a proven track record in building successful teams that can deliver results in the area of SFBB and the more ‘challenging’ FBOs. [REDACTED] inclusion in the STS Project team demonstrates our commitment to SFBB and making it work successfully in the workplace.
- The project illustrates the depth and breadth of experience that the STS Project team have in **communicating** food safety to FBOs of all sizes.
- The project was delivered successfully and in a timely manner, demonstrating sound **project and time management skills**. In fact, the project was so successful it was extended beyond the original timeframe.
- The project clearly demonstrates **collaborative working skills** with food businesses and coaches as well as the FSA to achieve a common goal to strengthen food safety.

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	STS Solutions
Named staff members, details of specialism and expertise.	
[REDACTED]	

[REDACTED]

5: PROJECT MANAGEMENT

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

Project management capabilities

Selection of the STS project team will inherently help ensure the project will be delivered to a high standard in a timebound manner. Within the project team at STS there are two members who have between them successfully lead and delivered four FSA projects. The additional two members of the STS project team have the capabilities to lead a project of this nature.

Resource and capacity

Even prior to award of contract we shall forward plan to help ensure that STS project team have appropriate availability to accommodate the project plan, in the event that the contract is awarded. Consideration will be given to existing non-managerial workload and redistribution where necessary to wider STS staff members.

Planning

STS believe that the better a project is placed, the more likely it is to run smoothly. The project plan will be based on the research plan detailed in section 3A. This plan clearly identifies tasks and sub tasks required to achieve each deliverable and fulfil each of the objectives for this project. Each task and sub task required has a designated timescale/deadline. Budgets will be set for different aspects of the project.

Roles and responsibilities

The lead applicant, [REDACTED], will be responsible for the overall smooth running of the project, and to ensure that work undertaken is of high quality and deliverables and objectives are met on time and within budget. At the start of the project, roles and responsibilities of each individual from each participating organisation will be defined and communicated, along with any tasks and sub tasks they will be involved with and any budgets that need to be observed. It will be made clear, where applicable, that other project tasks are dependent on the timely completion of that individual's tasks. STS will check with individuals that these timescales are workable and seek agreement that if they become unworkable, that the individual will make the project lead aware as a matter of urgency so that remedial action may be taken. Similarly, if budgetary expenditure is likely to be exceeded, the lead applicant must be made aware before expenditure is made.

Project brief for working groups and project participants

We shall prepare a brief for all participants to outline the project, what will be required from them and importantly prewarn them of deadlines within the project. This will enable working group members to allocate time in advance and help ensure actions are completed on time.

Communication

We recognize the importance of effective channels of communication and to structure and plan communication strategy with the FSA, working group members and internally for the project within STS:

- *FSA*

Upon successful award of tender, STS would like to meet with the FSA to discuss and agree the final project plan. STS will incorporate any feedback and suggestions from the FSA to enhance the plan.

STS will provide the FSA with regular progress updates, at least every two weeks, to provide evidence and reassurance that the project is on track.

The lead applicant, [REDACTED], will be available as the main point of contact for the FSA, and [REDACTED] will deputise.

Via these methods, and any others requested by the FSA, STS will liaise closely with the FSA to ensure the updates to SFBB are made as effectively as possible.

- *Working groups*

We propose that communication with working group members (FBOs, LAs) will be video calls and electronic in order to be cost and time effective, and sustainable. Although we shall endeavor to visit some group members face to face to carry out interviews, if this is not practicable then video calls are appropriate so that SFBB can be discussed and presented.

- *Internal*

STS shall set up an appropriate communication structure within the participating organizations and internally – this will involve face to face meetings, conference calls and electronic communications.

Monitoring

Continual monitoring will be carried out by the lead applicant against the project plan, and prompt corrective action taken where required. Internal monthly reviews of the STS project team will take place, including whether the project is on track with regard to timescale and budget. STS will provide the FSA with regular progress updates to provide evidence and reassurance that the project is on track.

Accreditation for the project management system and how this relates to the project

All quality assurance systems operated by STS are part of our quality management system, which is annually assessed to ISO 9001:2008. Under our quality management system any new project/tender award has to be evaluated against our existing quality system and any necessary additional requirements or controls written into the Quality Manual before the start of the work.

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
Major IT issues	Low	Low	Major IT issues are covered by our business continuity plan e.g. back-ups are performed multiple times per day so no data will be lost and we can recover the position quickly with minimal, if not negligible, impact on the service.

Loss/leaking of data	Low	Low	Robust data protection and GDPR compliance measures are in place (see 7C). We also have detailed breach and near miss policies to effectively manage anything that gets through in the unlikely event of that happening.
Loss of project team personnel	Low	Low	The project team, and the wider STS team, are of an adequate size and have a solid skills/expertise base so that roles could be covered by other team members if any members are absent due to illness etc. Documents are to be saved on the STS shared drive so that work is easily retrievable if an employee is absent. Contingency arrangements can be put in place if a participant is no longer available.
Loss of project participants	Medium	Low	Responsibilities of participants is spread so that the project is not reliant on any one member. Contingency arrangements can be put in place if a participant is no longer available.
Financial risk	Low	Low	We have sound financial accounts. The project budget has been suitably planned.

7. QUALITY MANAGEMENT

A. QUALITY MANAGEMENT

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

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

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

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

We are certified by QMS to ISO 9001 Quality Management. We have held this certification on a continual basis for the past 15 years. This certification is part of our commitment to excellence and integrity, and our quality principals shall be applied to this project.

We are also accredited by UKAS to ISO/IEC 17065 Product Certification. As a BRC certification body this is a requirement to deliver such audits.

Our Quality Management Systems are under constant review and are applied across all aspects of our operation.

The number, diversity and scale of information security threats continue to grow, and we must be confident that we are safeguarding the information we hold effectively, not just for ourselves but also for the clients we work for.

In respect of IT security, we take this extremely seriously and are working towards ISO 27001 and expect that we will achieve certification to this standard in the near future.

The Group Directors are committed to the development and implementation of the Integrated Management System and to continually improve its effectiveness. This is achieved by continuous training of our staff and a periodical internal and external audit process that feeds into management reviews to evaluate and improve the suitability of our management systems.

The Quality Assurance policy is provided in the supporting documentation.

B. ETHICS

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

Please describe the ethical issues of any involvement of people, human samples, animal research or personal data in this part. In addition, please describe the ethical review and governance arrangements that would apply to the work done.

Applicants are reminded that, where appropriate, the need to obtain clearance for the proposed project from their local ethics committee. This is the responsibility of the project Lead Applicant. However, if a sub-contractor requires such clearance the project Lead Applicant should ensure that all relevant procedures have been followed. If there are no ethical issues please state this

STS are committed to carrying out collaborative research within a comprehensive ethical framework in line with our attitude toward Sustainability (7d).

Our underpinning principle is to ensure that in undertaking any consultancy or research project we shall strive to improve quality of life and avoid causing harm.

As this project involves research with human participants via working groups and telephone interviews, formal ethical consideration is required.

We shall also consider:

- risk of damage to the environment
- political or social sensitivities
- impact on culture and cultural heritage

It is our expectation that the project team are aware of ethical considerations and will ensure that they act in an ethical manner and complete the project to the highest ethical standard.

A risk assessment was constructed to consider potential harm to participants via the project research:

Risk	Likelihood	Potential Impact	Control Measures
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Concern over protection of sensitive data by FBO's	Medium	Psychological Distress	<ul style="list-style-type: none"> • Participants invited to attend – not mandatory • GDPR measures in place (section 7c) • Explanation of data protection practices prior to telephone interviews commencing • Offer to cease interview if necessary
Whistle-blowing and disclosure of information about poor practice	Low	Bias/prejudice from disclosure	<ul style="list-style-type: none"> • Inform participants of confidentiality of information
Travel risks to research locations	Low	Physical/psychological harm	<ul style="list-style-type: none"> • Mitigated through research being primarily office-based
Data collection with groups of participants	Low	Conflict between people	<ul style="list-style-type: none"> • Experienced facilitators used to such environments

C. DATA PROTECTION

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

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

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

Possible issues

Consultation during the FSA SFBB programme will involve potentially gathering names, job titles and contact information for a significant amount of individuals (whether as representatives of bodies corporate or as owners/employees of sole trader/partnership organisations).

Management of the issues

STS will use an outsourced survey platform e.g. Survey Monkey who have confirmed their obligations and compliance with GDPR and/or a large third party client to distribute the survey amongst their members. Survey results will be returned anonymously to minimise data risks.

Practices and System in place:

- Data minimisation – only food safety staff have access to food safety administrative systems.
- Building security – electronic data is stored on servers located in a locked room, on a secure floor, in a locked building on secure grounds with CCTV and alarm systems.
- Electronic security – all devices (including laptops, mobile phones, tablets and computers) are fully encrypted with remote-wipe facilities in the unlikely event of theft or loss. Email is encrypted, systems require username and password log-in with full traceability, antivirus software is maintained, firewalls are maintained and a full backup is retained multiple times per day.
- Management – there are clear data protection, confidential information and appropriate equipment

use policies in place. This includes full training, contractual clauses covering confidential information, supervision and regular monitoring of practices.

- Deletion – physical data is deleted through shredding and outsourced confidential waste disposal services who have been fully vetted. Electronic data is deleted through multiple overwriting.

D. SUSTAINABILITY

The Food Standards Agency is committed to improving sustainability in the management of operations. Procurement looks to its suppliers to help achieve this goal. You will need to demonstrate your approach to sustainability, in particular how you will apply it to this project taking into account economic, environmental and social aspects. This will be considered as part of our selection process and you must upload your organisations sustainability policies into the eligibility criteria in Bravo. Please state what(if any) environmental certification you hold or briefly describe your current Environmental Management System (EMS)

In the context of this project:

Social aspects – we believe this project design will have a positive impact on people – the manner in which we shall interact with stakeholders is inclusive and the output will be very supportive for FBOs. The ultimate outcome of safe food will have a positive impact on the general public.

Environmental aspects - although some face to face meetings and interviews will be conducted, much of the project will be conducted from home and office base, and alternative methods of communication used where appropriate such as telephone/video conferences to reduce the environmental impact from traveling. The project shall be largely paperless. Furthermore, we are looking to potentially recommend an SFBB App which will reduce paper usage within the food industry. The project lead has recently switched to a hybrid vehicle due to concern for the environment!

Economic aspects – approaches which reduce environmental impact also reduce economic impact and reduce costs of the project for example travel costs and costs of printing. This makes the project better value economically for the FSA and tax payer.

Our general approach to sustainability is described in our policy provided in Appendix 4.

E. DISSEMINATION AND EXPLOITATION (Science Projects Only)

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

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

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

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

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

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

ADDITIONAL SUPPORTING DOCUMENTS

Please note that any additional documents in support of the on-line application, as well as the Gant/PERT charts requested for the Project Plan section, should be zipped into a single file (using WinZip). These should then be uploaded to Bravo in to the *Supporting Documents* section of the technical envelope. Each supporting document should be clearly marked with the following details:

- the tender reference number,
- the tender title,
- the name of the lead applicant submitting the proposal and
- the part number and title to which the supporting evidence appertains (e.g. Part 3 Deliverables)

Pre-Evaluation clarification dated 17/12/18

Tender reference number		Tenderers Name	
FS125019		STS Solutions	
Tender title			
Safer Food, Better Business (SFBB) Review and Update 			
Evaluator name			
[REDACTED]			

- The evaluation panel will be meeting shortly to make a decision about the tenders received for this requirement. To help the panel to evaluate your proposal fairly and accurately, **you are invited to comment or respond to the clarification questions highlighted below** which have been made by the panel members after initial evaluation of your tender. Your response should only relate to the issues raised.
- **Please note this is not an opportunity or request to submit a revised or amended proposal. This is to assist the tender evaluation panel in their assessment**
- Please respond via Bravo, **no later than 12 noon on 17/12/18.**
- If you have any queries please submit these via Bravo.

Requests for clarification and additional information

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] to adjust the tender costs and reduce them overall by £1200. This will be removed from the May payment.

2. CLIENT’S OBLIGATIONS

Notwithstanding the collaboration necessary with the Supplier to enable the provision of Support and Development services, the Client shall be responsible for:

- Reporting incidents as soon as possible, and for providing all relevant information to enable the Supplier to progress resolution of the incident
- Provision of suitable premises and facilities such as desks, chairs, overhead projectors, where appropriate and essential to the delivery of services
- Provision of access to the appropriate equipment and sites to enable the Supplier to undertake specific responsibilities in the supply of Support and Development services

3. REVIEW MEETINGS

This Clause shall be developed in conjunction with the successful tenderer(s) dependant on the nature and progress of the services.

The parties shall attend and fully participate in the undernoted meetings.

These shall take place at the Client’s premises at Clive House, London, unless otherwise agreed in which case they could be held by phone or via video-conference.

Meeting	Activities	Inputs	Outputs	Attendees. To be agreed at Project Initiation Meeting
<p>SERVICE REVIEW</p> <p>Frequency: Monthly</p>	<ul style="list-style-type: none"> •Review of performance. •Ensure escalated issues and risks are actioned. •Contract Coverage - Ensure all work has been agreed prior to start and is covered under the contract and within a Purchase Order. •Financial Management - Review spend against plans; resolving any escalated invoicing or payment issues. Review of overall financial risk. •Capacity Planning -Reviewing demand and supply forecasts, driving alignment in the relationship, look for economies over time as well as improving ways of matching demand and supply. •Contract Review and Administration -Ensure the contract is kept up to date, review list of amendments and/ or issues that need to be resolved. 	<ul style="list-style-type: none"> •Agenda / minutes of last meeting •Minutes of Contract Review (where appropriate) •Supplier’s MI •Active PO list / aged debt position •Demand Forecast 	<ul style="list-style-type: none"> •Minutes / actions of meeting •Key messages for Client teams •Key messages for Supplier teams •Rolling forecast of demand 	<p>Client Representative (Chair) (presently XX)</p> <p>Supplier Representative (presently XX)</p> <p>Optional Invitees: Service Delivery Lead (presently XX)</p> <p>Procurement Business Partner (presently XX)</p> <p>Or their nominated deputies</p>

<p>CONTRACT REVIEW</p> <p>Frequency: Every three months</p>	<p><u>Strategic Direction</u> Review the state of the relationship</p> <ul style="list-style-type: none"> • Is the relationship still driving strategic benefits? What have been the major successes and or issues? • Where can the relationship improve to align to the Client strategy and apply consistency • think strategically. <p><u>Relationship Direction</u> • Improvements to the service</p>	<ul style="list-style-type: none"> • Agenda / minutes of last meeting • Minutes of Client business units review meetings • Escalations • Suggested Contract improvements 	<ul style="list-style-type: none"> • Minutes/ actions of meeting • Key messages for Client units 	<p>Primary Budget holder (Chair) (presently XX)</p> <p>Client Representative (presently XX)</p> <p>Procurement Business Partner (presently XX)</p> <p>Supplier Representative (presently XX)</p> <p>Or their nominated deputy</p>
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To be agreed with the FSA representative.

SCHEDULE 4

PRICING

This Schedule 4 specifies the Ordered Services to be provided to the Client by the Supplier in the services required for FS125019 please see Schedule 4 – “Application form for an evidence gathering project with Food Standards Agency – Financials Template”

This Schedule will be completed by reference to the successful Tenderer’s quotation.

1. INTRODUCTION

1.1 This Schedule 4 sets out the Basis of Charging that shall apply to this Contract and any attendant Purchase Orders.

1.1. Other than as provided in this schedule, or agreed in writing in a relevant Purchase Order no additional Charges shall be payable by the Client to the Supplier for any additional costs associated with the execution of the Services or the Deliverables, including, without limitation, administrative and overhead costs.

2. BASIC PRINCIPLES

2.1 In general, all prices charged by the Supplier to the Client for all services (Support and Development) throughout the duration of this agreement shall be calculated from the Charges Schedule:

2.2 In addition the Client will reimburse travel and subsistence expenses which are reasonable and agreed in advance as set out in the table below, **where Tenderers have indicated such expenses will be applicable within their Qualifications to Schedule 7, Charges:**

Expenses	Reimbursement
Rail travel	Standard class
Mileage	£0.45 per mile for the first 10,000 miles in a financial year £0.25 per mile for any mileage in excess of 10,000 miles in a financial year
Overnight hotel accommodation	Up to £85 per night outside London Up to £130 per night in London
Subsistence	Up to a maximum of £21 for a 24 hour period

Tender Reference	FS125019 Bid ID 921
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Tender Title	Safer food, better business (SFBB) Review and Update
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Full legal organisation name	Support, Training and Services Ltd.
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Main contact title	[REDACTED]
Main contact forename	[REDACTED]
Main contact surname	[REDACTED]

Main contact position	Director
Main contact email	[REDACTED]
Main contact phone	[REDACTED]

Will you charge the Agency VAT on this proposal?	Yes
--	-----

Please state your VAT registration number:	259184 474
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Project Costs Summary Breakdown by Participating Organisations

Please include only the cost to the FSA.

Organisation	VAT Code*	Total (£)
STS	STD	£ [REDACTED]
Abacus	STD	£ [REDACTED]

Total Project Costs (excluding VAT) **	£ 38,797.50
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* Please indicate zero, exempt or standard rate. VAT charges not identified above will not be paid by the FSA

** The total cost figure should be the same as the total cost shown in table 4

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

Project Costs Summary (Automatically calculated)

Staff Costs	£	[REDACTED]
Overhead Costs	£	-
Consumables and Other Costs	£	-
Travel and Subsistence Costs	£	-
Other Costs - Part 1	£	-

Total Project Costs	£	38,797.50
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COST OR VOLUME DISCOUNTS - INNOVATION

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

[REDACTED]

SIGNATURE	[REDACTED]
NAME	[REDACTED]
DATE	06-Dec-2018
REVISION DATE	04-Jan-2019 Enter the effective date if this version of the template replaces an earlier version

Consumable/Equipment Costs

Please provide a breakdown of the consumables/equipment items you expect to consume during the project

Item	Quantity	Cost/Item (£)	Total
ALL CONSUMABLE/EQUIPMENT COSTS ARE INCLUDED WITHIN STAFF COSTS.		£ -	£ -

Travel and Subsistence Costs

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

Purpose of journey or description of subsistence cost	Frequency	Cost each (£)	Total Cost
ALL TRAVEL AND SUBSISTENCE COSTS INCLUDED WITHIN STAFF COSTS. INCLUDES TRAVEL, ACCOMODATION AND SUBSISTENCE COSTS FOR ATTENDANCE AT MEETINGS, AND ANY SITE INTERVIEWS		£ -	£ -

Proposed Project Start Date	09-Jan-2019	Amount			

Invoice Due Date	Description as to which deliverables this invoice will refer to (<i>Please include the deliverable ref no(s) as appropriate</i>)	*Net	** VAT Code	§ Duration from start of project (Weeks)	§ Duration from start of project (Date)	Financial Year
31-Jan-2019	Deliverables 01/01, 01/02, 01/03 - meetings/calls with FSA to gather information and summarise FSA's requirements for SFBB	██████████	STD	1	██████████	2018-19
	Deliverables 02/01, 02/02, 02/03, 02/04, 02/05, 02/06 - to consult with working groups to summarise LA, FBO and other stakeholders requirements for SFBB	£ -				
	Deliverables 03/01, 03/02 - to review SFBB packs against current legislation, guidance, and conduct grey literature review	£ -				
	Deliverables 04/01, 04/02, 05/01, 05/02 - assessment of how best to integrate FHRS and culture into SFBB	£ -				
28-Feb-2019	Deliverable 03/03, 03/04, 03/05, 03/06 - to update and submit caterers pack	██████████		1	██████████	2018-19

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31-Mar-2018	Deliverables 03/07 - drafting updates for other packs	£ [REDACTED]		11	[REDACTED]	2018-19
30-Apr-2018	Deliverables 03/08, 03/09 - amendments to other packs	[REDACTED]		16	[REDACTED]	2019-20
31-May-2018	Deliverable 06/01 - final report	[REDACTED]		20	[REDACTED]	2019-20
	Deliverable 03/10 - submit other packs	£ -				
Retention/Final Deliverable	***	[REDACTED]				

Total	£38,797.50
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* Please insert the amount to be invoiced net of any VAT for each deliverable
 ** Please insert the applicable rate of VAT for each deliverable
 *** 20% of the total project budget is withheld and will be paid upon acceptance of a satisfactory final report by the agency.
 §The number of weeks after project commencement for the deliverable to be completed

	Year 1	Year 2		
Financial Year (Update as applicable in YYYY-YY format)	2018-19	2019-20	Retention	Total
Total Amount	[REDACTED]	[REDACTED]	[REDACTED]	£ 38,797.50

SCHEDULE 5

INVOICING PROCEDURE & NO PO/NO PAY

1. INVOICES SHALL SPECIFY:

- Trading Name of Supplier
- Supplier Address

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- Supplier Tel Number/ E mail
- Unique Purchase Order Number – To be advised
- Invoice Number
- Detailed description of the Services provided
- Detailed description of any expenses and the amounts of such
- Location, date or time period of delivery of the Services and/or Deliverables
- Supplier's VAT number
- Amount due exclusive of VAT, other duty or early settlement discount, with the calculation for the charges clearly shown in terms of days and confirmed daily rate
- VAT rate
- Amount due inclusive of VAT and any other duty or early settlement discount
- Details of the Supplier's BACS details or other method of payment
- Date of the invoice.

2. INVOICE SUBMITTAL

Invoicing the FSA:

Please submit invoices to Accounts-Payable.fsa@sscl.gse.gov.uk for work with FSA.

Please include the referring FSA purchase order number in the email title and within the invoice to allow Invoice/Purchase Order matching.

Note that invoices that do not include reference to FSA Purchase Order number will be returned unpaid with a request for valid purchase order through email.

3. INVOICE PAYMENT

3.1 The Client shall pay all valid invoices submitted in accordance with the provisions of this Schedule 3 in accordance with the provisions of [Clause 7](#).

3.2 In the event of a disputed invoice, the Client shall make payment in respect of any undisputed amount in accordance with the provisions of [Clause 7](#) and return the invoice to the Supplier within ten (10) Working Days of receipt with a covering statement proposing amendments to the invoice and/or the reason for any non-payment. The Supplier shall respond within ten (10) Working Days of receipt of the returned invoice stating whether or not the Supplier accepts the Client proposed amendments. If it does then the Supplier shall supply with the response a replacement valid invoice. If it does not then the matter shall be dealt with in accordance with the provisions of [Clause 18](#).

3.3 **NO PURCHASE ORDER, NO PAY.**

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The Food Standards Agency is currently moving purchasing activity to an electronic purchasing solution. This brings supplier organizations a number of benefits, including limiting purchasing to preferred suppliers and faster payment processing.

To implement the solution, the undernoted changes will be implemented with effect from the contract commencement date.

To prevent unauthorised individuals requesting goods and services only FSA branded Purchase Orders from these email addresses should be accepted as FSA commitment: SSDprocurementagencies@defra.gsi.gov.uk; OR Procurement@foodstandards.gov.uk. The FSA will not pay invoices that do not originate from Purchase Orders from these email addresses.

Any other requests for goods or services from the FSA should be referred to the Procurement Business Partner.

4. CORRESPONDENCE

Correspondence to the Client relating to this Contract (but not the invoice) shall be appropriately referenced and sent to the following address:

██████████
Clive House
Petty France
London
SW1H 9EX

Correspondence to the Supplier relating to this Contract shall be appropriately referenced and sent to the following address:

██████████
Charles House
Albert Street
Greater Manchester
M30 0PW

SCHEDULE 6

DISPUTE RESOLUTION PROCEDURE

1. INTRODUCTION

- 1.1. In the event that a dispute cannot be resolved by the Client and Supplier representatives nominated under [Clause 18.2](#) within a maximum of ten (10) Working Days after referral, the dispute shall be further referred to mediation in accordance with the provisions of [Clause 18.4](#).
- 1.2. Subject always to the provisions of [Clause 21](#), nothing in this dispute resolution procedure shall prevent the Client or the Supplier from seeking from any court of the competent jurisdiction an interim order restraining the other party from doing any act or compelling the other to do any act.

2. MEDIATION

- 2.1. The procedure for mediation pursuant to [Clause 18](#) and consequential provisions relating to mediation shall be as follows:
 - 2.1.1. a neutral adviser or mediator ('the Mediator') shall be chosen by agreement between the Client and the Supplier or, if they are unable to agree upon the identity of the Mediator within ten (10) Working Days after a request by one party to the other (provided that there remains agreement for mediation), or if the Mediator agreed upon is unable or unwilling to act, either party shall within ten (10) Working Days from the date of the proposal to appoint a Mediator or within ten (10) Working Days of notice to either party that he is unable or unwilling to act, apply to the Centre for Effective Dispute Resolution ('CEDR') to appoint a Mediator;
 - 2.1.2. the Client and the Supplier shall within ten (10) Working Days of the appointment of the Mediator meet with him in order to agree a programme for the exchange of all relevant information and the structure to be adopted for negotiations to be held. The parties may at any stage seek assistance from the CEDR to provide guidance on a suitable procedure.
- 2.2. Unless otherwise agreed by the Client and the Supplier, all negotiations connected with the dispute and any settlement agreement relating to it shall be conducted in confidence and without prejudice to the rights of the parties in any future proceedings.
- 2.3. In the event that the Client and the Supplier reach agreement on the resolution of the dispute, the agreement shall be reduced to writing and shall be binding on both parties once it is signed by the Client's Head of Procurement and the Supplier.
- 2.4. Failing agreement, either the Client or Supplier may invite the Mediator to provide a non-binding but informative opinion in writing.

- 2.5. The Client and the Supplier shall each bear their own costs in relation to any reference made to the Mediator and the fees and all other costs of the Mediator shall be borne jointly in equal proportions by both parties unless otherwise directed by the Mediator.
- 2.6. Work and activity to be carried out under this Contract shall not cease or be delayed during the mediation process.
- 2.7. In the event that the Client and the Supplier fail to reach agreement in the structured negotiations within forty (40) Working Days of the Mediator being appointed, or such longer period as may be agreed, then any dispute or difference between them may be referred to the Courts in accordance with the provisions of [Clause 41](#).

SCHEDULE 7

CONFIDENTIALITY UNDERTAKING

1. INTRODUCTION

1.1. This Schedule 7 contains the model confidentiality undertaking to be signed by Supplier in the event of Contract Award.

CONFIDENTIALITY UNDERTAKING

I ***THE SUCCESSFUL TENDERER*** HAVE BEEN INFORMED THAT I MAY BE ASSIGNED TO WORK AS A SUPPLIER IN PROVIDING SERVICES TO THE FOOD STANDARDS AGENCY.

I UNDERSTAND THAT INFORMATION IN THE POSSESSION OF THE CLIENT MUST BE TREATED AS CONFIDENTIAL.

I HEREBY GIVE A FORMAL UNDERTAKING TO THE CLIENT, THAT:

1. I WILL NOT COMMUNICATE ANY OF THAT INFORMATION, OR ANY OTHER KNOWLEDGE I ACQUIRE IN THE COURSE OF MY WORK FOR THE CLIENT TO ANYONE WHO IS NOT AUTHORISED TO RECEIVE IT IN CONNECTION WITH THAT WORK.

2. I WILL NOT MAKE USE OF ANY OF THAT INFORMATION OR KNOWLEDGE FOR ANY PURPOSE OUTSIDE THAT WORK.

I ACKNOWLEDGE THAT THIS APPLIES TO ALL INFORMATION WHICH IS NOT ALREADY A MATTER OF PUBLIC KNOWLEDGE AND THAT IT APPLIES TO BOTH WRITTEN AND ORAL INFORMATION.

I ALSO ACKNOWLEDGE THAT THIS UNDERTAKING WILL CONTINUE TO APPLY AT ALL TIMES IN THE FUTURE, EVEN WHEN THE WORK HAS FINISHED AND WHEN I HAVE LEFT MY EMPLOYMENT.

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I HAVE ALSO BEEN INFORMED THAT I WILL BE BOUND BY THE PROVISIONS OF THE OFFICIAL SECRETS ACTS OF 1911 AND 1989. I AM AWARE THAT UNDER THOSE PROVISIONS IT IS A CRIMINAL OFFENCE FOR ANY PERSON EMPLOYED BY A GOVERNMENT SUPPLIER TO DISCLOSE ANY DOCUMENT OR INFORMATION WHICH IS LIKELY TO RESULT IN AN OFFENCE BEING COMMITTED, OR WHICH MIGHT PROVIDE ASSISTANCE IN AN ESCAPE FROM LEGAL CUSTODY OR ANY OTHER ACT AFFECTING THE DETENTION OF PEOPLE IN LEGAL CUSTODY. I AM AWARE THAT SERIOUS CONSEQUENCES MAY FOLLOW FROM ANY BREACH OF THAT ACT.

SIGNED:

NAME:

DATE OF SIGNATURE:

Schedule 8 – Staff Transfer – “TUPE”

Not applicable

Schedule 9 – Commercially Sensitive Information

None identified

Schedule 10 – Variation Notice – Request for Variation

1 General principles of the Variation Procedure

- 1.1 This Schedule sets out the procedure for instruction and evaluation of Variations to the Framework.
- 1.2 Under this Variation procedure:
- 1.2.1 Either party may seek to vary the Service(s) at any time during the Term of the Framework. Each party will do its utmost to give the other reasonable notice of any major changes, preferably a minimum of 3 months notice, and to respond within the timeframe stated in Clause 24.
 - 1.2.2 Variation requests are to be submitted using the format at Appendix A.
 - 1.2.3 Where a Variation is proposed, the Supplier will provide an estimate of the financial/resource implications to the Client, with an estimated timetable for implementation, for the Client's approval.
 - 1.2.4 The evaluation of any Variation is the responsibility of the relevant Director and Head of Procurement, in consultation with the Supplier, in the context of the Review Meetings described in Governance contained in the Framework. The date of implementation of any consequent amendment to the services, and/or payment to the Supplier, will be confirmed in writing by the Client within seven days of the evaluation using the Variation Form at Appendix B.
 - 1.2.5 The Client shall have the right to request amendments to a Variation Request (prior to approval); approve it or reject it. The Supplier shall be under no obligation to make such amendments to the Variation Request; however the Supplier shall not unreasonably refuse such a request. In the event that the Client chooses to reject a Variation Request made by the Supplier the Client shall accept responsibility for the outcome.
- 1.3 Any discussions, negotiations or other communications which may take place between the Client and the Supplier in connection with any proposed variation shall be without prejudice to each party's other rights under this Framework.

2 Costs

- 2.1 Each party shall bear its own costs in relation to the preparation and agreement of each Variation.

3 Change Authorisation

- 3.1 Any Variation and/or amendment to payment arising from a Variation will be executed by the Client's Head of Procurement and confirmed in writing to the Supplier.
- 3.2 The variation shall not be deemed effective until the Variation form at Appendix B has been signed by both parties.

Schedule 11 – Exit Management

None Identified

Schedule 12 Processing, Personal Data and Data Subjects

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

1. The contact details of the Controller's Data Protection Officer are: Gail Jones, Clive House, Petty France, London SW1H 9EX
2. The contact details of the Processor's Data Protection Officer are: Enrique Garcia, Charles House, Albert Street, Greater Manchester M30 0PW
3. The Processor shall comply with any further written instructions with respect to processing by the Controller.
4. Any such further instructions shall be incorporated into this Schedule.

Description	Details
Identity of the Controller and Processor	<p>The parties agree there is no personal data to be processed as part of this contract. As set out in Schedule 3 – Suppliers Technical Proposal, section 7 Quality management - C. Data protection.</p> <p>To the extent that data is processed, the controller shall be Food Standards Agency and the processer shall be STS</p>
Subject matter of the processing	<p>Processing of personal data shall be limited to the fulfilment of the terms of this agreement. In the legitimate interests of commercial activities and the outsourcing of the project, STS may encounter, engage with and process personal data in the natural course of performing the services</p>
Duration of the processing	<p>For the duration of the agreement and for a period thereafter of 6 years. In the event of any claims of any kind, the duration of the processing shall be for a period of 6 years following the determination or resolution of the claim.</p>
Nature and purposes of the processing	<p>Used for contact Storage Demonstration of fulfilment of this agreement Defence of legal claims</p>
Type of Personal Data being Processed	<p>Name and contact information of Food Standards Agency key contacts Name and contact information of key contacts from Local Authorities engaged with the project Name and contact information of key contacts from Food Businesses engaged with the project Whilst no data is sought from survey participants, any identifying information that may be supplied in the survey that directly or indirectly identifies a participant</p>

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Categories of Data Subject	Personal, identifying and contact information Employment information in so far as their place of professional contact
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	As detailed above, data shall be retained Following the period of 6 years after the completion of the project, the data shall be irretrievably removed from our business management system and servers through overwriting



APPENDIX A VARIATION REQUEST FORM

Variation Request No:
Date:
Project Title :
Project Ref No:
Raised By:
Action Proposed:
Full Description of Variation Request:
Area(s) impacted (<i>Optional</i>)
Signed By:
Full Name:
Date:
Supplier Contact Details
Supplier Name :
Contact Name :
Contact Address :
:
:
:
Telephone No :
Email Address :

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APPENDIX B VARIATION FORM

PROJECT TITLE:

DATE:

VARIATION No:

BETWEEN:

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

1. The Contract is varied as follows:

Contract

x

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

SIGNED:

For: The Client

For: The Supplier

By:

By: .

Full Name:

Full Name:

Position:

Title:

Date:

Date: 2019.....



APPENDIX C TABLE OF POLICIES

Table of Policies

Policy	Description	Includes:
Acceptable Use of Computers and Networks	<p>The Food Standards Agency provides networks and equipment to its staff to be used as a source of business information which supports the work of the Agency. Inappropriate use of the Agency's networks exposes the Food Standards Agency to risks including virus attacks, compromise of network systems and services, and legal issues.</p> <p>The Acceptable Use Policy sets out the ways in which the network and systems may be used, safeguarding the FSA and its employees against potential legal action and protecting the security of the Agency's IT infrastructure. It is vital in informing the agency's employees of the behaviour expected of them as users of our Information Technology systems.</p>	<ul style="list-style-type: none"> - Use of Internet and Intranet - Working Remotely - Personal Web Logs and Websites
Data Protection	<p>The Data Protection Act defines UK law on the processing of data about living people. In order to process personal data and sensitive personal data the Food Standards Agency must comply with the Principles of the Act. Failure to comply could result in the Agency or the individual involved having criminal or civil proceedings brought against them.</p> <p>The Food Standards Agency is committed to protecting personal data and as such the Data Protection Policy was created to safeguard the Agency and its employees by informing staff of their responsibilities and rights when handling personal data.</p>	<ul style="list-style-type: none"> - Processing Personal Data - Sensitive Personal Data - Failure to Comply - Data Subject
Information and Records Management Policy	<p>Food Standards Agency information and records are valuable assets that play a vital role in documenting the policy making and inspection activities of the Agency. Best practice in records management is vital in supporting the Agency to deliver its strategic plan, document business intelligence, demonstrate accountability and protect its interests.</p> <p>The Information and Records Management Policy informs users of their responsibilities when handling information and records and allows the Agency to maintain a framework of standards to maintain compliance with the Public Records Act 1958, Freedom of Information Act and ISO 27001.</p>	<ul style="list-style-type: none"> - Organisational Records Management Requirements - Records Standards - Registration Records Management process and System Requirements - Technical specification of records - Access to records - Security of records - Preservation of records
Electronic Communications	<p>The Food Standards Agency provides and encourages the use of its Electronic Communication Systems to its employees for the purposes of business communication. This policy has been developed to ensure the Electronic Communications Systems are safeguarded for the efficient exchange of business information within the Food Standards</p>	<ul style="list-style-type: none"> - Electronic Mail (Email) - Personal Use - Use of Instant Messaging

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	Agency and to ensure that all employees are made aware of their responsibilities and adhere to the relevant legislations.	
Users ICT Security Policy (for all staff)	Security is required to counter threats from external penetration, internal users and environmental events beyond FSA control. Appropriate measures must be in place to control access, preserve the confidentiality, integrity and availability of data and protect each ICT system. In addition the Agency must ensure security standards are maintained to satisfy the requirements of legislation, the HMG Security Policy Framework and industry standards such as ISO27001. This policy defines the FSA security principles and measures to ensure employees understand their responsibilities, managers can identify what is expected of staff and auditors can ascertain that the correct measures are being applied.	- Passwords -Mobile Computing and Remote Access -Virtual Private Networks - Secure Data Storage -Data Backup and Recovery -Workstation Security -Encryption -Software Movements - Security of Equipment Off-Premises -Removal of Property -Secure Equipment Storage and Access
ICT Security Policy (for IT staff ONLY)	This policy is for ISTED staff only The purpose of the policy is as above but with greater detail and extended content in recognition of the increased system access ISTED staff require, and to ensure standards in the development/support/maintenance of our systems are met. It was recognised that detailing the principles that apply to both users and ISTED staff within one length security policy confused the key issues and areas of responsibility and alienated the user audience.	-Mobile Computing and Remote Access -Passwords -Network Security - Perimeter Management -Secure Data Storage -Data Backup and Recovery -Encryption -Agency Software -Software Rollout - Software & Hardware Disposal - Software Movements -Software Audit -Patch Management - Equipment Security -Supporting Utilities -Cabling Security - Equipment Maintenance -Security of Equipment Off-Premises -Removal of Property -Secure Equipment Storage and Access -ICT Systems Security -Control of Development Environments -Change Control - Design and Acceptance of Development -Contingency Planning -Technical Compliance Checking -Technical Review of Operating System Changes
Mobile Voice and Data Policy	The FSA did not have policy for the supply of mobile voice and data tools for Agency staff e.g. Laptops and Blackberries. A policy was needed to allow potential suppliers to give an accurate quote for services, driving better value for money for the FSA. The policy was developed to maximise the efficiency of the mobile voice and data contracts by ensuring that the right people have the right equipment to fulfil their roles. The policy sets out criteria by which these tools are issued together with the a principle that each user will be issued with only one mobile data contract.	-Definition of FSA Remote working tools -Connectivity options - Computer Equipment -Who is eligible -Roles & responsibilities