Award Form

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

1.	**Buyer**	Food Standards Agency (the Buyer) Its offices are on: Clive House 70 Petty France London, SW1H 9EX
2.	**Supplier**	Name: LGC Address: Queens Road, Teddington, TW11 0LY Registration number: 2991879 SID4GOV ID: NA
3.	**Contract**	This Contract between the Buyer and the Supplier is for the supply of Deliverables. This opportunity is advertised in the Contract Notice in the Official Journal of the European Union reference 2021/S 000-000424 (OJEU Contract Notice).
4.	**Contract Reference**	**FS616035** – National Reference Laboratory for Feed Additives
5.	**Deliverables**	See Schedule 2 (Specification) for further details.
6.	**Start Date**	1st April 2021
7.	**End Date**	31st March 2025 (with a review point break clause at 2 Years)
8.	**Extension Period**	Review point break clause at 2 years 31st March 2023.
9.	**Incorporated Terms** (together these documents form the 'the Contract')	The following documents are incorporated into the Contract. Where numbers are missing we are not using these Schedules. If the documents conflict, the following order of precedence applies: 1. This Award Form 2. Any Special Terms (see **Section 10 Special Terms** in this Award Form) 3. Core Terms (version 1.0)

		4. Schedule 1 (Definitions) 5. Schedule 20 (Processing Data) 6. The following Schedules (in equal order of precedence): ● Schedule 2 (Specification) ● Schedule 3 (Charges) ● Schedule 4 (Tender) ● Schedule 5 (Commercially Sensitive Information) ● Schedule 13 (Contract Management) ● Schedule 16 (Security) ● Schedule 20 (Processing Data) ● Schedule 21 (Variation Form) ● Schedule 22 (Insurance Requirements) ● Schedule 27 (Key Subcontractors)
10.	**Special Terms**	Special Term 1 set forth in in Annex 1 – amendments to the Agreement
11.	**Social Value Commitment**	Not applicable
12.	**Commercially Sensitive Information**	Supplier's Commercially Sensitive Information**:** Schedule 5
13.	**Charges**	Details in Schedule 3 (Charges)
14.	**Reimbursable expenses**	Recoverable as set out in Schedule 3 (Charges)
15.	**Payment Method**	All invoices must be sent, quoting a valid purchase order number (PO Number), to: [redacted] Within 10 Working Days of receipt of your countersigned copy of this letter, we will send you a unique PO Number. You must be in receipt of a valid PO Number before submitting an invoice. To avoid delay in payment it is important that the invoice is compliant and that it includes a valid PO Number, PO Number item number (if applicable) and the details (name and telephone number) of your Buyer contact (i.e. Contract Manager). Non-compliant invoices will be sent back to you, which

		may lead to a delay in payment. If you have a query regarding an outstanding payment please contact our Accounts Payable section either by email to [Insert email address] or by telephone [Insert telephone number] between 09:00-17:00 Monday to Friday.
16.	**Insurance**	Details in Annex of Schedule 22 (Insurance Requirements).
17.	**Liability**	In accordance with Clause 11.1 of the Core Terms each Party's total aggregate liability in each Contract Year under the Contract (whether in tort, contract or otherwise) is no more than £2 **million**
18.	**Supplier Contract Manager**	[redacted]
19.	**Key Subcontractors**	**Key Subcontractor 1** Name (Registered name if registered) [**insert** name] Registration number (if registered) [**insert** number] Role of Subcontractor [**insert** role] **[Guidance:** copy above lines as needed]
20.	**Buyer Authorised Representative**	[redacted]

Signed for and on behalf of the **Supplier**	Signed for and on behalf of the **Buyer**
[redacted]	

Core Terms – Mid-tier

1. Definitions used in the contract

1.1 Interpret this Contract using Schedule 1 (Definitions).

2. How the contract works

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

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

2.2 The Contract:

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

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

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

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

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

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

3. What needs to be delivered

3.1 All deliverables

3.1.1 The Supplier must provide Deliverables:

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

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

3.2 Goods clauses

3.2.1 All Goods delivered must be new, or as new if recycled, unused and of recent origin.

3.2.2 All manufacturer warranties covering the Goods must be assignable to the Buyer on request and for free.

3.2.3 The Supplier transfers ownership of the Goods on Delivery or payment for those Goods, whichever is earlier.

3.2.4 Risk in the Goods transfers to the Buyer on Delivery of the Goods, but remains with the Supplier if the Buyer notices damage following Delivery and lets the Supplier know within 3 Working Days of Delivery.

3.2.5 The Supplier warrants that it has full and unrestricted ownership of the Goods at the time of transfer of ownership.

3.2.6 The Supplier must deliver the Goods on the date and to the specified location during the Buyer's working hours.

3.2.7 The Supplier must provide sufficient packaging for the Goods to reach the point of Delivery safely and undamaged.

3.2.8 All deliveries must have a delivery note attached that specifies the order number, type and quantity of Goods.

3.2.9 The Supplier must provide all tools, information and instructions the Buyer needs to make use of the Goods.

3.2.10 The Supplier must indemnify the Buyer against the costs of any Recall of the Goods and give notice of actual or anticipated action about the Recall of the Goods.

3.2.11 The Buyer can cancel any order or part order of Goods which has not been Delivered. If the Buyer gives less than 14 days notice then it will pay the Supplier's reasonable and proven costs already incurred on the cancelled order as long as the Supplier takes all reasonable steps to minimise these costs.

3.2.12 The Supplier must at its own cost repair, replace, refund or substitute (at the Buyer's option and request) any Goods that the Buyer rejects because they don't conform with Clause 3. If the Supplier doesn't do this it will pay the Buyer's costs including repair or re-supply by a third party.

3.3 Services clauses

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

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

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

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

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

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

3.3.7 The Buyer is entitled to withhold payment for partially or undelivered Services but doing so does not stop it from using its other rights under the Contract.

4 Pricing and payments

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

4.2 All Charges:

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

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

4.4 A Supplier invoice is only valid if it:

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

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

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

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

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

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

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

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

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

5. The buyer's obligations to the supplier

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

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

5.2 Clause 5.1 only applies if the Supplier:

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

- mitigated the impact of the Buyer Cause

6. Record keeping and reporting

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

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

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

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

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

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

7. Supplier staff

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

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

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

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

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

7.5 The Supplier indemnifies the Buyer against all claims brought by any person employed by the Supplier caused by an act or omission of the Supplier or any Supplier Staff.

8. Rights and protection

8.1 The Supplier warrants and represents that:

- it has full capacity and authority to enter into and to perform the Contract
- the Contract is executed by its authorised representative
- it is a legally valid and existing organisation incorporated in the place it was formed
- there are no known legal or regulatory actions or investigations before any court, administrative body or arbitration tribunal pending or threatened against it or its Affiliates that might affect its ability to perform the Contract
- it maintains all necessary rights, authorisations, licences and consents to perform its obligations under the Contract
- it doesn't have any contractual obligations which are likely to have a material adverse effect on its ability to perform the Contract
- it is not impacted by an Insolvency Event

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

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

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

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

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

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

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

9. Intellectual Property Rights (IPRs)

9.1 Each Party keeps ownership of its own Existing IPRs. The Supplier gives the Buyer a non-exclusive, perpetual, royalty-free, irrevocable, transferable worldwide licence to use, change and sub-license the Supplier's Existing IPR to enable it to both:

- receive and use the Deliverables
- make use of the deliverables provided by a Replacement Supplier

9.2 Any New IPR created under the Contract is owned by the Buyer. The Buyer gives the Supplier a licence to use any Existing IPRs and New IPRs for the purpose of fulfilling its obligations during the Contract Period.

9.3 Where a Party acquires ownership of IPRs incorrectly under this Contract it must do everything reasonably necessary to complete a transfer assigning them in writing to the other Party on request and at its own cost.

9.4 Neither Party has the right to use the other Party's IPRs, including any use of the other Party's names, logos or trademarks, except as provided in Clause 9 or otherwise agreed in writing.

9.5 If there is an IPR Claim, the Supplier indemnifies the Buyer against all losses, damages, costs or expenses (including professional fees and fines) incurred as a result.

9.6 If an IPR Claim is made or anticipated the Supplier must at its own expense and the Buyer's sole option, either:

- obtain for the Buyer the rights in Clause 9.1 and 9.2 without infringing any third party IPR
- replace or modify the relevant item with substitutes that don't infringe IPR without adversely affecting the functionality or performance of the Deliverables

10. Ending the contract

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

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

10.3 Ending the contract without a reason

10.3.1 The Buyer has the right to terminate the Contract at any time without reason or liability by giving the Supplier at least 90 days' notice and if it's terminated Clause 10.5.2 to 10.5.7 applies.

10.4 When the Buyer can end the Contract

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

- there's a Supplier Insolvency Event
- there's a Default that is not corrected in line with an accepted Rectification Plan
- the Buyer rejects a Rectification Plan or the Supplier does not provide it within 10 days of the request
- there's any material Default of the Contract
- there's any material Default of any Joint Controller Agreement relating to the Contract
- there's a Default of Clauses 2.6, 9, 14, 15, 27, 32 or Schedule 19 (Cyber Essentials) (where applicable) relating to the Contract
- there's a consistent repeated failure to meet the Service Levels in Schedule 10 (Service Levels)
- there's a Change of Control of the Supplier which isn't pre-approved by the Buyer in writing
- there's a Variation to the Contract which cannot be agreed using Clause 24 (Changing the contract) or resolved using Clause 34 (Resolving disputes)
- The Buyer discovers that the Supplier was in one of the situations in 57 (1) or 57(2) of the Regulations at the time the Contract was awarded
- the Court of Justice of the European Union uses Article 258 of the Treaty on the Functioning of the European Union (TFEU) to declare that the Contract should not have been awarded to the Supplier because of a serious breach of the TFEU or the Regulations
- the Supplier or its Affiliates embarrass or bring the Buyer into disrepute or diminish the public trust in them

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

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

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

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

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

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

10.5 What happens if the contract ends

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

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

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

10.5.3 Accumulated rights of the Parties are not affected.

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

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

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

10.5.7 The following Clauses survive the termination of the Contract: 3.2.10, 6, 7.2, 9, 11, 14, 15, 16, 17, 18, 34, 35 and any Clauses and Schedules which are expressly or by implication intended to continue.

10.6 When the supplier can end the contract

10.6.1 The Supplier can issue a Reminder Notice if the Buyer does not pay an undisputed invoice on time. The Supplier can terminate the Contract if the Buyer fails to pay an undisputed invoiced sum due and worth over 10% of the total Contract Value within 30 days of the date of the Reminder Notice.

10.6.2 If a Supplier terminates the Contract under Clause 10.6.1:

- the Buyer must promptly pay all outstanding Charges incurred to the Supplier
- the Buyer must pay the Supplier reasonable committed and unavoidable Losses as long as the Supplier provides a fully itemised and costed schedule with evidence - the maximum value of this payment is limited to the total sum payable to the Supplier if the Contract had not been terminated
- Clauses 10.5.4 to 10.5.7 apply

10.7 When subcontracts can be ended

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

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

10.8 Partially ending and suspending the contract

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

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

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

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

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

11. How much you can be held responsible for

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

11.2 No Party is liable to the other for:

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

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

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

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

11.5 Each Party must use all reasonable endeavours to mitigate any Loss or damage which it suffers under or in connection with the Contract, including any indemnities.

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

- Deductions
- any items specified in Clause 11.4

11.7 If more than one Supplier is party to the Contract, each Supplier Party is fully responsible for both their own liabilities and the liabilities of the other Suppliers.

12. Obeying the law

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

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

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

13. Insurance

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

14. Data protection

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

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

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

14.4 The Supplier must ensure that any Supplier system holding any Government Data, including back-up data, is a secure system that complies with the Security Policy and any applicable Security Management Plan.

14.5 If at any time the Supplier suspects or has reason to believe that the Government Data provided under the Contract is corrupted, lost or sufficiently degraded, then the Supplier must notify the Buyer and immediately suggest remedial action.

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

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

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

14.8 The Supplier:

- must provide the Buyer with all Government Data in an agreed open format within 10 Working Days of a written request
- must have documented processes to guarantee prompt availability of Government Data if the Supplier stops trading
- must securely destroy all Storage Media that has held Government Data at the end of life of that media using Good Industry Practice
- securely erase all Government Data and any copies it holds when asked to do so by the Buyer unless required by Law to retain it
- indemnifies the Buyer against any and all Losses incurred if the Supplier breaches Clause 14 and any Data Protection Legislation.

15. What you must keep confidential

15.1 Each Party must:

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

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

- where disclosure is required by applicable Law or by a court with the relevant jurisdiction if the Recipient Party notifies the Disclosing Party of the full circumstances, the affected Confidential Information and extent of the disclosure
- if the Recipient Party already had the information without obligation of confidentiality before it was disclosed by the Disclosing Party
- if the information was given to it by a third party without obligation of confidentiality
- if the information was in the public domain at the time of the disclosure

- if the information was independently developed without access to the Disclosing Party's Confidential Information
- to its auditors or for the purposes of regulatory requirements
- on a confidential basis, to its professional advisers on a need-to-know basis
- to the Serious Fraud Office where the Recipient Party has reasonable grounds to believe that the Disclosing Party is involved in activity that may be a criminal offence under the Bribery Act 2010

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

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

- on a confidential basis to the employees, agents, consultants and contractors of the Buyer
- on a confidential basis to any other Central Government Body, any successor body to a Central Government Body or any company that the Buyer transfers or proposes to transfer all or any part of its business to
- if the Buyer (acting reasonably) considers disclosure necessary or appropriate to carry out its public functions
- where requested by Parliament
- under Clauses 4.7 and 16

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

15.6 Transparency Information and any Information which is exempt from disclosure by Clause 16 is not Confidential Information.

15.7 The Supplier must not make any press announcement or publicise the Contracts or any part of them in any way, without the prior written consent of the Buyer and must take all reasonable steps to ensure that Supplier Staff do not either.

16. When you can share information

16.1 The Supplier must tell the Buyer within 48 hours if it receives a Request For Information.

16.2 Within the required timescales the Supplier must give the Buyer full co-operation and information needed so the Buyer can:

- publish the Transparency Information
- comply with any Freedom of Information Act (FOIA) request
- comply with any Environmental Information Regulations (EIR) request

16.3 The Buyer may talk to the Supplier to help it decide whether to publish information under Clause 16. However, the extent, content and format of the disclosure is the Buyer's decision, which does not need to be reasonable.

17. Invalid parts of the contract

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

18. No other terms apply

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

19. Other people's rights in the Contract

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

20. Circumstances beyond your control

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

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

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

20.3 Where a Party terminates under Clause 20.2:

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

21. Relationships created by the contract

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

22. Giving up contract rights

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

23. Transferring responsibilities

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

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

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

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

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

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

- their name
- the scope of their appointment
- the duration of their appointment

24. Changing the contract

24.1 Either Party can request a Variation to the Contract which is only effective if agreed in writing and signed by both Parties

24.2 The Supplier must provide an Impact Assessment either:

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

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

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

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

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

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

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

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

25. How to communicate about the contract

25.1 All notices under the Contract must be in writing and are considered effective on the Working Day of delivery as long as they're delivered before 5:00pm on a Working Day. Otherwise the notice is effective on the next Working Day. An email is effective when sent unless an error message is received.

25.2 Notices to the Buyer must be sent to the Buyer Authorised Representative's address or email address in the Award Form.

25.3 This Clause does not apply to the service of legal proceedings or any documents in any legal action, arbitration or dispute resolution.

26. Dealing with claims

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

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

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

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

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

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

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

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

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

27. Preventing fraud, bribery and corruption

27.1 The Supplier must not during any Contract Period:

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

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

27.2 The Supplier must during the Contract Period:

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

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

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

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

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

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

28. Equality, diversity and human rights

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

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

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

29. Health and safety

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

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

29.2 The Supplier must as soon as possible notify the other of any health and safety incidents or material hazards they're aware of at the Buyer Premises that relate to the performance of the Contract.

30. Environment

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

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

31. Tax

31.1 The Supplier must not breach any tax or social security obligations and must enter into a binding agreement to pay any late contributions due, including where applicable, any interest or any fines. The Buyer cannot terminate the Contract where the Supplier has not paid a minor tax or social security contribution.

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

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

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

- comply with the Income Tax (Earnings and Pensions) Act 2003 and all other statutes and regulations relating to income tax, the Social Security Contributions and Benefits Act 1992 (including IR35) and National Insurance contributions
- indemnify the Buyer against any Income Tax, National Insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made during or after the Contract Period in connection with the provision of the Deliverables by the Supplier or any of the Supplier Staff

31.4 If any of the Supplier Staff are Workers who receive payment relating to the Deliverables, then the Supplier must ensure that its contract with the Worker contains the following requirements:

- the Buyer may, at any time during the Contract Period, request that the Worker provides information which demonstrates they comply with Clause 31.3, or why those requirements do not apply, the Buyer can specify the information the Worker must provide and the deadline for responding
- the Worker's contract may be terminated at the Buyer's request if the Worker fails to provide the information requested by the Buyer within the time specified by the Buyer
- the Worker's contract may be terminated at the Buyer's request if the Worker provides information which the Buyer considers isn't good enough to demonstrate how it complies with Clause 31.3 or confirms that the Worker is not complying with those requirements
- the Buyer may supply any information they receive from the Worker to HMRC for revenue collection and management

32. Conflict of interest

32.1 The Supplier must take action to ensure that neither the Supplier nor the Supplier Staff are placed in the position of an actual or potential Conflict of Interest.

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

32.3 The Buyer can terminate its Contract immediately by giving notice in writing to the Supplier or take any steps it thinks are necessary where there is or may be an actual or potential Conflict of Interest.

33. Reporting a breach of the contract

33.1 As soon as it is aware of it the Supplier and Supplier Staff must report to the Buyer any actual or suspected breach of:

- Law
- Clause 12.1
- Clauses 27 to 32

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

34. Resolving disputes

34.1 If there is a Dispute, the senior representatives of the Parties who have authority to settle the Dispute will, within 28 days of a written request from the other Party, meet in good faith to resolve the Dispute.

34.2 If the Dispute is not resolved at that meeting, the Parties can attempt to settle it by mediation using the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure current at the time of the Dispute. If the Parties cannot agree on a mediator, the mediator will be nominated by CEDR. If either Party does not wish to use, or continue to use mediation, or mediation does not resolve the Dispute, the Dispute must be resolved using Clauses 34.3 to 34.5.

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

- determine the Dispute
- grant interim remedies
- grant any other provisional or protective relief

34.4 The Supplier agrees that the Buyer has the exclusive right to refer any Dispute to be finally resolved by arbitration under the London Court of International Arbitration Rules current at the time of the Dispute. There will be only one arbitrator. The seat or legal place of the arbitration will be London and the proceedings will be in English.

34.5 The Buyer has the right to refer a Dispute to arbitration even if the Supplier has started or has attempted to start court proceedings under Clause 34.3, unless the Buyer has agreed to the court proceedings or participated in them. Even if court proceedings have started, the Parties must do everything necessary to ensure that the court proceedings are stayed in favour of any arbitration proceedings if they are started under Clause 34.4.

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

35. Which law applies

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

Schedule 1 (Definitions)

1.1 In the Contract, unless the context otherwise requires, capitalised expressions shall have the meanings set out in this Schedule 1 (Definitions) or the relevant Schedule in which that capitalised expression appears.

1.2 If a capitalised expression does not have an interpretation in this Schedule or any other Schedule, it shall, in the first instance, be interpreted in accordance with the common interpretation within the relevant market sector/industry where appropriate. Otherwise, it shall be interpreted in accordance with the dictionary meaning.

1.3 In the Contract, unless the context otherwise requires:

1.3.1 the singular includes the plural and vice versa;

1.3.2 reference to a gender includes the other gender and the neuter;

1.3.3 references to a person include an individual, company, body corporate, corporation, unincorporated association, firm, partnership or other legal entity or Crown Body;

1.3.4 a reference to any Law includes a reference to that Law as amended, extended, consolidated or re-enacted from time to time;

1.3.5 the words "including", "other", "in particular", "for example" and similar words shall not limit the generality of the preceding words and shall be construed as if they were immediately followed by the words "without limitation";

1.3.6 references to "writing" include typing, printing, lithography, photography, display on a screen, electronic and facsimile transmission and other modes of representing or reproducing words in a visible form, and expressions referring to writing shall be construed accordingly;

1.3.7 references to "representations" shall be construed as references to present facts, to "warranties" as references to present and future facts and to "undertakings" as references to obligations under the Contract;

1.3.8 references to "Clauses" and "Schedules" are, unless otherwise provided, references to the clauses and schedules of the Core Terms and references in any Schedule to parts, paragraphs, annexes and tables are, unless otherwise provided, references to the parts, paragraphs, annexes and tables of the Schedule in which these references appear;

1.3.9 references to "Paragraphs" are, unless otherwise provided, references to the paragraph of the appropriate Schedules unless otherwise provided; and

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

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

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

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

"Achieve"	in respect of a Test, to successfully pass such Test without any Test Issues and in respect of a Milestone, the issue of a Satisfaction Certificate in respect of that Milestone and "**Achieved**", "**Achieving**" and "**Achievement**" shall be construed accordingly;

"Affected Party"	the party seeking to claim relief in respect of a Force Majeure Event;
"Affiliates"	in relation to a body corporate, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control of that body corporate from time to time;
"Annex"	extra information which supports a Schedule;
"Approval"	the prior written consent of the Buyer and "**Approve**" and "**Approved**" shall be construed accordingly;
"Audit"	the Buyer's right to: a) verify the accuracy of the Charges and any other amounts payable by the Buyer under a Contract (including proposed or actual variations to them in accordance with the Contract); b) verify the costs of the Supplier (including the costs of all Subcontractors and any third party suppliers) in connection with the provision of the Services; c) verify the Open Book Data; d) verify the Supplier's and each Subcontractor's compliance with the applicable Law; e) identify or investigate actual or suspected breach of Clauses 27 to 33 and/or Schedule 26 (Corporate Social Responsibility), impropriety or accounting mistakes or any breach or threatened breach of security and in these circumstances the Buyer shall have no obligation to inform the Supplier of the purpose or objective of its investigations; f) identify or investigate any circumstances which may impact upon the financial stability of the Supplier, any Guarantor, and/or any Subcontractors or their ability to provide the Deliverables; g) obtain such information as is necessary to fulfil the Buyer's obligations to supply information for parliamentary, ministerial, judicial or administrative purposes including the supply of information to the Comptroller and Auditor General; h) review any books of account and the internal contract management accounts kept by the Supplier in connection with the Contract; i) carry out the Buyer's internal and statutory audits and to prepare, examine and/or certify the Buyer's annual and interim reports and accounts; j) enable the National Audit Office to carry out an examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Buyer has used its resources. a)

"Auditor"	a) the Buyer's internal and external auditors; b) the Buyer's statutory or regulatory auditors; c) the Comptroller and Auditor General, their staff and/or any appointed representatives of the National Audit Office; d) HM Treasury or the Cabinet Office; e) any party formally appointed by the Buyer to carry out audit or similar review functions; and f) successors or assigns of any of the above;
"Buyer Cause"	any breach of the obligations of the Buyer or any other default, act, omission, negligence or statement of the Buyer, of its employees, servants, agents in connection with or in relation to the subject-matter of the Contract and in respect of which the Buyer is liable to the Supplier;
"BACS"	the Bankers' Automated Clearing Services, which is a scheme for the electronic processing of financial transactions within the United Kingdom;
"Beneficiary"	a Party having (or claiming to have) the benefit of an indemnity under this Contract;
"Buyer Assets"	the Buyer's infrastructure, data, software, materials, assets, equipment or other property owned by and/or licensed or leased to the Buyer and which is or may be used in connection with the provision of the Deliverables which remain the property of the Buyer throughout the term of the Contract;
"Buyer Authorised Representative"	the representative appointed by the Buyer from time to time in relation to the Contract initially identified in the Award Form;
"Buyer Premises"	premises owned, controlled or occupied by the Buyer which are made available for use by the Supplier or its Subcontractors for the provision of the Deliverables (or any of them);
"Contract"	the contract between the Buyer and the Supplier, which consists of the terms set out and referred to in the Award Form;
"Contract Period"	the Contract Period in respect of the Contract;

"Central Government Body"	a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics: a) Government Department; b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal); c) Non-Ministerial Department; or d) Executive Agency;
"Change in Law"	any change in Law which impacts on the supply of the Deliverables and performance of the Contract which comes into force after the Start Date;
"Change of Control"	a change of control within the meaning of Section 450 of the Corporation Tax Act 2010;
"Charges"	b) the prices (exclusive of any applicable VAT), payable to the Supplier by the Buyer under the Contract, as set out in the Award Form, for the full and proper performance by the Supplier of its obligations under the Contract less any Deductions;
"Claim"	any claim which it appears that a Beneficiary is, or may become, entitled to indemnification under this Contract;
"Commercially Sensitive Information"	the Confidential Information listed in the Award Form (if any) comprising of commercially sensitive information relating to the Supplier, its IPR or its business or which the Supplier has indicated to the Buyer that, if disclosed by the Buyer, would cause the Supplier significant commercial disadvantage or material financial loss;
"Comparable Supply"	the supply of Deliverables to another Buyer of the Supplier that are the same or similar to the Deliverables;
"Compliance Officer"	the person(s) appointed by the Supplier who is responsible for ensuring that the Supplier complies with its legal obligations;
"Confidential Information"	means any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, Know-How, personnel and suppliers of the Buyer or the Supplier, including IPRs, together with information derived from the above, and any other information clearly designated as being confidential (whether or not it is marked as **"confidential"**) or which ought reasonably to be considered to be confidential;
"Conflict of Interest"	a conflict between the financial or personal duties of the Supplier or the Supplier Staff and the duties owed to the Buyer under the Contract, in the reasonable opinion of the Buyer;
"Contract"	c) the contract to be entered into between the Buyer and the Supplier for the provision of the Deliverables;

"Contracts Finder"	the Government's publishing portal for public sector procurement opportunities and contract data;
"Contract Period"	the term of the Contract from the earlier of the: a) applicable Start Date; or b) the Effective Date until the applicable End Date;
"Contract Value"	the higher of the actual or expected total Charges paid or payable under the Contract where all obligations are met by the Supplier;
"Contract Year"	a consecutive period of twelve (12) Months commencing on the Start Date or each anniversary thereof;
"Control"	control in either of the senses defined in sections 450 and 1124 of the Corporation Tax Act 2010 and "**Controlled**" shall be construed accordingly;
"Controller"	has the meaning given to it in the UK GDPR;
"Core Terms"	d) the Buyer's standard terms and conditions for common goods and services which comprise one part of the Contract the full title of which is Core Terms – Mid-tier version 1.0;
"Costs"	the following costs (without double recovery) to the extent that they are reasonably and properly incurred by the Supplier in providing the Deliverables: a) the cost to the Supplier or the Key Subcontractor (as the context requires), calculated per Work Day, of engaging the Supplier Staff, including: i) base salary paid to the Supplier Staff; ii) employer's National Insurance contributions; iii) pension contributions; iv) car allowances; v) any other contractual employment benefits; vi) staff training; vii) work place accommodation; viii) work place IT equipment and tools reasonably necessary to provide the Deliverables (but not including items included within limb (b) below); and ix) reasonable recruitment costs, as agreed with the Buyer; b) costs incurred in respect of Supplier Assets which would be treated as capital costs according to generally accepted accounting principles within the UK, which shall include the cost to be charged in respect of Supplier Assets by the Supplier to the Buyer or (to the extent that risk and title in any Supplier Asset is

	not held by the Supplier) any cost actually incurred by the Supplier in respect of those Supplier Assets; c) operational costs which are not included within (a) or (b) above, to the extent that such costs are necessary and properly incurred by the Supplier in the provision of the Deliverables; and d) Reimbursable Expenses to the extent these have been specified as allowable in the Award Form and are incurred in delivering any Deliverables; but excluding: a) Overhead; b) financing or similar costs; c) maintenance and support costs to the extent that these relate to maintenance and/or support Deliverables provided beyond the Contract Period whether in relation to Supplier Assets or otherwise; d) taxation; e) fines and penalties; f) amounts payable under Schedule 12 (Benchmarking) where such Schedule is used; and g) non-cash items (including depreciation, amortisation, impairments and movements in provisions);
"Crown Body"	the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Government and the National Assembly for Wales), including, but not limited to, government ministers and government departments and particular bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;
"CRTPA"	the Contract Rights of Third Parties Act 1999;
"Data Protection Impact Assessment	an assessment by the Controller of the impact of the envisaged Processing on the protection of Personal Data;
"Data Protection Legislation"	(i) the UK General Data Protection Regulation (UK GDPR), the LED and any applicable national implementing Laws as amended from time to time (ii) the Data Protection Act 2018 (DPA) to the extent that it relates to Processing of personal data and privacy; (iii) all applicable Law about the Processing of personal data and privacy;
"Data Protection Officer"	has the meaning given to it in the UK GDPR;
"Data Subject"	has the meaning given to it in the UK GDPR

"Data Subject Access Request"	a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;
"Deductions"	all Service Credits, Delay Payments (if applicable), or any other deduction which the Buyer is paid or is payable to the Buyer under the Contract;
"Default"	any breach of the obligations of the Supplier (including abandonment of the Contract in breach of its terms) or any other default (including material default), act, omission, negligence or statement of the Supplier, of its Subcontractors or any Supplier Staff howsoever arising in connection with or in relation to the subject-matter of the Contract and in respect of which the Supplier is liable to the Buyer;
"Delay Payments"	the amounts (if any) payable by the Supplier to the Buyer in respect of a delay in respect of a Milestone as specified in the Implementation Plan;
"Deliverables"	Goods and/or Services that may be ordered under the Contract including the Documentation;
"Delivery"	delivery of the relevant Deliverable or Milestone in accordance with the terms of the Contract as confirmed and accepted by the Buyer by the either (a) confirmation in writing to the Supplier; or (b) where Schedule 8 (Implementation Plan and Testing) is used issue by the Buyer of a Satisfaction Certificate. "**Deliver**" and "**Delivered**" shall be construed accordingly;
"Disaster"	the occurrence of one or more events which, either separately or cumulatively, mean that the Deliverables, or a material part thereof will be unavailable (or could reasonably be anticipated to be unavailable) for the period specified in the Award Form (for the purposes of this definition the **"Disaster Period**");
"Disclosing Party"	the Party directly or indirectly providing Confidential Information to the other Party in accordance with Clause 15 (What you must keep confidential);
"Dispute"	any claim, dispute or difference arises out of or in connection with the Contract or in connection with the negotiation, existence, legal validity, enforceability or termination of the Contract, whether the alleged liability shall arise under English law or under the law of some other country and regardless of whether a particular cause of action may successfully be brought in the English courts;
"Dispute Resolution Procedure"	the dispute resolution procedure set out in Clause 34 (Resolving disputes);
"Documentation"	descriptions of the Services and Service Levels, technical specifications, user manuals, training manuals, operating manuals, process definitions and procedures, system environment descriptions and all such other documentation (whether in hardcopy

	or electronic form) is required to be supplied by the Supplier to the Buyer under the Contract as: a) would reasonably be required by a competent third party capable of Good Industry Practice contracted by the Buyer to develop, configure, build, deploy, run, maintain, upgrade and test the individual systems that provide the Deliverables b) is required by the Supplier in order to provide the Deliverables; and/or c) has been or shall be generated for the purpose of providing the Deliverables;
"DOTAS"	the Disclosure of Tax Avoidance Schemes rules which require a promoter of tax schemes to tell HMRC of any specified notifiable arrangements or proposals and to provide prescribed information on those arrangements or proposals within set time limits as contained in Part 7 of the Finance Act 2004 and in secondary legislation made under vires contained in Part 7 of the Finance Act 2004 and as extended to National Insurance Contributions;
"Due Diligence Information"	any information supplied to the Supplier by or on behalf of the Buyer prior to the Start Date;
"Effective Date"	the date on which the final Party has signed the Contract;
"EIR"	the Environmental Information Regulations 2004;
"Employment Regulations"	the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) as amended or replaced or any other Regulations implementing the European Council Directive 77/187/EEC;
"End Date"	the earlier of: a) the Expiry Date (as extended by any Extension Period exercised by the Buyer under Clause 10.2); or b) if the Contract is terminated before the date specified in (a) above, the date of termination of the Contract;
"Environmental Policy"	to conserve energy, water, wood, paper and other resources, reduce waste and phase out the use of ozone depleting substances and minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment, including any written environmental policy of the Buyer;
"Estimated Year 1 Charges	the anticipated total Charges payable by the Buyer in the first Contract Year specified in the Award Form;
"Estimated Yearly Charges"	means for the purposes of calculating each Party's annual liability under clause 11.2 :

	i) in the first Contract Year, the Estimated Year 1 Charges; or ii) in any subsequent Contract Years, the Charges paid or payable in the previous Contract Year; or e) f) iii) after the end of the Contract, the Charges paid or payable in the last Contract Year during the Contract Period; g)
"Equality and Human Rights Commission"	the UK Government body named as such as may be renamed or replaced by an equivalent body from time to time;
"Existing IPR"	any and all IPR that are owned by or licensed to either Party and which are or have been developed independently of the Contract (whether prior to the Start Date or otherwise);
"Expiry Date"	the date of the end of the Contract as stated in the Award Form;
"Extension Period"	such period or periods beyond which the Initial Period may be extended up to a maximum of the number of years in total specified in the Award Form;
"FOIA"	the Freedom of Information Act 2000 and any subordinate legislation made under that Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation;
"Force Majeure Event"	any event, circumstance, matter or cause affecting the performance by either the Buyer or the Supplier of its obligations arising from: h) acts, events, omissions, happenings or non-happenings beyond the reasonable control of the Affected Party which prevent or materially delay the Affected Party from performing its obligations under a Contract; a) riots, civil commotion, war or armed conflict, acts of terrorism, nuclear, biological or chemical warfare; b) acts of a Crown Body, local government or regulatory bodies; c) fire, flood or any disaster; or d) an industrial dispute affecting a third party for which a substitute third party is not reasonably available but excluding: i) any industrial dispute relating to the Supplier, the Supplier Staff (including any subsets of them) or any other failure in the Supplier or the Subcontractor's supply chain;

	ii) any event, occurrence, circumstance, matter or cause which is attributable to the wilful act, neglect or failure to take reasonable precautions against it by the Party concerned; and iii) any failure of delay caused by a lack of funds;
"Force Majeure Notice"	a written notice served by the Affected Party on the other Party stating that the Affected Party believes that there is a Force Majeure Event;
"Award Form"	the document outlining the Incorporated Terms and crucial information required for the Contract, to be executed by the Supplier and the Buyer;
" Incorporated Terms"	the contractual terms applicable to the Contract specified in the Award Form;
" Special Terms"	any additional terms and conditions specified in the Award Form incorporated into the Contract;
" Tender Response"	the tender submitted by the Supplier to the Buyer and annexed to or referred to in Schedule 4 (Tender);
"UK GDPR"	the UK General Data Protection Regulation (UK GDPR)
"General Anti-Abuse Rule"	a) the legislation in Part 5 of the Finance Act 2013 and; and b) any future legislation introduced into parliament to counteract tax advantages arising from abusive arrangements to avoid National Insurance contributions;
"General Change in Law"	a Change in Law where the change is of a general legislative nature (including taxation or duties of any sort affecting the Supplier) or which affects or relates to a Comparable Supply;
"Goods"	goods made available by the Supplier as specified in Schedule 2 (Specification) and in relation to a Contract as specified in the Award Form;
"Good Industry Practice"	standards, practices, methods and procedures conforming to the Law and the exercise of the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged within the relevant industry or business sector;
"Government"	the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Government and the National Assembly for Wales), including government ministers and government departments and other bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;
"Government Data"	the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, including any of the Buyer's Confidential Information, and which:

	i) are supplied to the Supplier by or on behalf of the Buyer; or ii) the Supplier is required to generate, process, store or transmit pursuant to the Contract;
"Government Procurement Card"	the Government's preferred method of purchasing and payment for low value goods or services https://www.gov.uk/government/publications/government-procurement-card--2;
"Guarantor"	the person (if any) who has entered into a guarantee in the form set out in Schedule 23 (Guarantee) in relation to this Contract;
"Halifax Abuse Principle"	the principle explained in the CJEU Case C-255/02 Halifax and others;
"HMRC"	Her Majesty's Revenue and Customs;
"ICT Policy"	the Buyer's policy in respect of information and communications technology, referred to in the Award Form, which is in force as at the Start Date (a copy of which has been supplied to the Supplier), as updated from time to time in accordance with the Variation Procedure;
"Impact Assessment"	an assessment of the impact of a Variation request by the Buyer completed in good faith, including: a) details of the impact of the proposed Variation on the Deliverables and the Supplier's ability to meet its other obligations under the Contract; b) details of the cost of implementing the proposed Variation; c) details of the ongoing costs required by the proposed Variation when implemented, including any increase or decrease in the Charges (as applicable), any alteration in the resources and/or expenditure required by either Party and any alteration to the working practices of either Party; d) a timetable for the implementation, together with any proposals for the testing of the Variation; and e) such other information as the Buyer may reasonably request in (or in response to) the Variation request;
"Implementation Plan"	the plan for provision of the Deliverables set out in Schedule 8 (Implementation Plan and Testing) where that Schedule is used or otherwise as agreed between the Supplier and the Buyer;
"Indemnifier"	a Party from whom an indemnity is sought under this Contract;
"Independent Control"	where a Controller has provided Personal Data to another Party which is not a Processor or a Joint Controller because the recipient itself determines the purposes and means of Processing but does so

	separately from the Controller providing it with Personal Data and "**Independent Controller**" shall be construed accordingly;
"Indexation"	the adjustment of an amount or sum in accordance with the Award Form;
"Information"	has the meaning given under section 84 of the Freedom of Information Act 2000;
"Information Commissioner"	the UK's independent authority which deals with ensuring information relating to rights in the public interest and data privacy for individuals is met, whilst promoting openness by public bodies;
"Initial Period"	the initial term of the Contract specified in the Award Form;
"Insolvency Event"	a) in respect of a person: b) a proposal is made for a voluntary arrangement within Part I of the Insolvency Act 1986 or of any other composition scheme or arrangement with, or assignment for the benefit of, its creditors; or c) a shareholders' meeting is convened for the purpose of considering a resolution that it be wound up or a resolution for its winding-up is passed (other than as part of, and exclusively for the purpose of, a bona fide reconstruction or amalgamation); or d) a petition is presented for its winding up (which is not dismissed within fourteen (14) Working Days of its service) or an application is made for the appointment of a provisional liquidator or a creditors' meeting is convened pursuant to section 98 of the Insolvency Act 1986; or e) a receiver, administrative receiver or similar officer is appointed over the whole or any part of its business or assets; or f) an application order is made either for the appointment of an administrator or for an administration order, an administrator is appointed, or notice of intention to appoint an administrator is given; or g) it is or becomes insolvent within the meaning of section 123 of the Insolvency Act 1986; or h) being a "small company" within the meaning of section 382(3) of the Companies Act 2006, a moratorium comes into force pursuant to Schedule A1 of the Insolvency Act 1986; or i) where the person is an individual or partnership, any event analogous to those listed in limbs (a) to (g) (inclusive) occurs in relation to that individual or partnership; or j) any event analogous to those listed in limbs (a) to (h) (inclusive) occurs under the law of any other jurisdiction;

"Installation Works"	all works which the Supplier is to carry out at the beginning of the Contract Period to install the Goods in accordance with the Contract;
"Intellectual Property Rights" or "IPR"	a) copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in internet domain names and website addresses and other rights in trade or business names, goodwill, designs, Know-How, trade secrets and other rights in Confidential Information; b) applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction; and c) all other rights having equivalent or similar effect in any country or jurisdiction;
"Invoicing Address"	the address to which the Supplier shall Invoice the Buyer as specified in the Award Form;
"IPR Claim"	any claim of infringement or alleged infringement (including the defence of such infringement or alleged infringement) of any IPR, used to provide the Deliverables or otherwise provided and/or licensed by the Supplier (or to which the Supplier has provided access) to the Buyer in the fulfilment of its obligations under the Contract;
"IR35"	the off-payroll rules requiring individuals who work through their company pay the same tax and National Insurance contributions as an employee which can be found online at: https://www.gov.uk/guidance/ir35-find-out-if-it-applies;
"Joint Controller Agreement"	the agreement (if any) entered into between the Buyer and the Supplier substantially in the form set out in Annex 2 of Schedule 20 (*Processing Data*);
"Joint Controllers"	where two or more Controllers jointly determine the purposes and means of Processing;
"Key Personnel"	the individuals (if any) identified as such in the Award Form;
"Key Sub-Contract"	each Sub-Contract with a Key Subcontractor;
"Key Subcontractor"	any Subcontractor: a) which is relied upon to deliver any work package within the Deliverables in their entirety; and/or b) which, in the opinion of the Buyer performs (or would perform if appointed) a critical role in the provision of all or any part of the Deliverables; and/or c) with a Sub-Contract with the Contract value which at the time of appointment exceeds (or would exceed if appointed) 10% of the aggregate Charges forecast to be payable under the Contract,

	and the Supplier shall list all such Key Subcontractors in section 29 of the Award Form;
"Know-How"	all ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know-how relating to the Deliverables but excluding know-how already in the other Party's possession before the applicable Start Date;
"Law"	any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the Supplier is bound to comply;
"LED"	i) Law Enforcement Directive (Directive (EU) 2016/680)
"Losses"	all losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise and "**Loss**" shall be interpreted accordingly;
"Lots"	the number of lots specified in Schedule 2 (Specification), if applicable;
"Marketing Contact"	shall be the person identified in the Award Form;
"Milestone"	an event or task described in the Implementation Plan;
"Milestone Date"	the target date set out against the relevant Milestone in the Implementation Plan by which the Milestone must be Achieved;
"Month"	a calendar month and "**Monthly**" shall be interpreted accordingly;
"National Insurance"	contributions required by the National Insurance Contributions Regulations 2012 (SI 2012/1868) made under section 132A of the Social Security Administration Act 1992;
"New IPR"	a) IPR in items created by the Supplier (or by a third party on behalf of the Supplier) specifically for the purposes of the Contract and updates and amendments of these items including (but not limited to) database schema; and/or b) IPR in or arising as a result of the performance of the Supplier's obligations under the Contract and all updates and amendments to the same; but shall not include the Supplier's Existing IPR;
"Occasion of Tax Non – Compliance"	where: a) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 which is found on or after 1 April 2013 to be incorrect as a result of:

	i) a Relevant Tax Authority successfully challenging the Supplier under the General Anti-Abuse Rule or the Halifax Abuse Principle or under any tax rules or legislation in any jurisdiction that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle; ii) the failure of an avoidance scheme which the Supplier was involved in, and which was, or should have been, notified to a Relevant Tax Authority under the DOTAS or any equivalent or similar regime in any jurisdiction; and/or b) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 which gives rise, on or after 1 April 2013, to a criminal conviction in any jurisdiction for tax related offences which is not spent at the Start Date or to a civil penalty for fraud or evasion;
"Open Book Data"	complete and accurate financial and non-financial information which is sufficient to enable the Buyer to verify the Charges already paid or payable and Charges forecast to be paid during the remainder of the Contract, including details and all assumptions relating to: a) the Supplier's Costs broken down against each Good and/or Service and/or Deliverable, including actual capital expenditure (including capital replacement costs) and the unit cost and total actual costs of all Deliverables; b) operating expenditure relating to the provision of the Deliverables including an analysis showing: i) the unit costs and quantity of Goods and any other consumables and bought-in Deliverables; ii) manpower resources broken down into the number and grade/role of all Supplier Staff (free of any contingency) together with a list of agreed rates against each manpower grade; iii) a list of Costs underpinning those rates for each manpower grade, being the agreed rate less the Supplier Profit Margin; and iv) Reimbursable Expenses, if allowed under the Award Form; c) Overheads; d) all interest, expenses and any other third party financing costs incurred in relation to the provision of the Deliverables; e) the Supplier Profit achieved over the Contract Period and on an annual basis; f) confirmation that all methods of Cost apportionment and Overhead allocation are consistent with and not more onerous than such methods applied generally by the Supplier;

	g) an explanation of the type and value of risk and contingencies associated with the provision of the Deliverables, including the amount of money attributed to each risk and/or contingency; and h) the actual Costs profile for each Service Period;
"Overhead"	those amounts which are intended to recover a proportion of the Supplier's or the Key Subcontractor's (as the context requires) indirect corporate costs (including financing, marketing, advertising, research and development and insurance costs and any fines or penalties) but excluding allowable indirect costs apportioned to facilities and administration in the provision of Supplier Staff and accordingly included within limb (a) of the definition of "Costs";
"Parliament"	takes its natural meaning as interpreted within by Law;
"Party"	the Buyer or the Supplier and "**Parties**" shall mean both of them where the context permits;
"Personal Data"	has the meaning given to it in the UK GDPR;
"Personal Data Breach"	has the meaning given to it in the UK GDPR;
"Prescribed Person"	a legal adviser, an MP or an appropriate body which a whistle-blower may make a disclosure to as detailed in 'Whistleblowing: list of prescribed people and bodies', 24 November 2016, available online at: https://www.gov.uk/government/publications/blowing-the-whistle-list-of-prescribed-people-and-bodies--2/whistleblowing-list-of-prescribed-people-and-bodies;
"Progress Meeting"	a meeting between the Buyer Authorised Representative and the Supplier Authorised Representative;
"Progress Meeting Frequency"	the frequency at which the Supplier shall conduct a Progress Meeting in accordance with Clause 6.1 as specified in the Award Form;
"Progress Report"	a report provided by the Supplier indicating the steps taken to achieve Milestones or delivery dates;
"Progress Report Frequency"	the frequency at which the Supplier shall deliver Progress Reports in accordance with Clause 6.1 as specified in the Award Form;
"Prohibited Acts"	a) to directly or indirectly offer, promise or give any person working for or engaged by the Buyer or any other public body a financial or other advantage to: i) induce that person to perform improperly a relevant function or activity; or ii) reward that person for improper performance of a relevant function or activity; b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for

	improper performance of a relevant function or activity in connection with the Contract; or c) committing any offence: i) under the Bribery Act 2010 (or any legislation repealed or revoked by such Act); or ii) under legislation or common law concerning fraudulent acts; or iii) defrauding, attempting to defraud or conspiring to defraud the Buyer or other public body; or d) any activity, practice or conduct which would constitute one of the offences listed under (c) above if such activity, practice or conduct had been carried out in the UK;
"Protective Measures"	technical and organisational measures which must take account of: j) a) the nature of the data to be protected k) b)harm that might result from Data Loss Event; l) c) state of technological development m) d) the cost of implementing any measures including but not limited to pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it;
"Recall"	a request by the Supplier to return Goods to the Supplier or the manufacturer after the discovery of safety issues or defects (including defects in the IPR rights) that might endanger health or hinder performance;
"Recipient Party"	the Party which receives or obtains directly or indirectly Confidential Information;
"Rectification Plan"	the Supplier's plan (or revised plan) to rectify it's breach using the template in Schedule 25 (Rectification Plan Template) which shall include: a) full details of the Default that has occurred, including a root cause analysis; b) the actual or anticipated effect of the Default; and c) the steps which the Supplier proposes to take to rectify the Default (if applicable) and to prevent such Default from recurring, including timescales for such steps and for the rectification of the Default (where applicable);

"Rectification Plan Process"	the process set out in Clause 10.4.2 to 10.4.4 (Rectification Plan Process);
"Regulations"	the Public Contracts Regulations 2015 and/or the Public Contracts (Scotland) Regulations 2015 (as the context requires);
"Reimbursable Expenses"	the reasonable out of pocket travel and subsistence (for example, hotel and food) expenses, properly and necessarily incurred in the performance of the Services, calculated at the rates and in accordance with the Buyer's expenses policy current from time to time, but not including: a) travel expenses incurred as a result of Supplier Staff travelling to and from their usual place of work, or to and from the premises at which the Services are principally to be performed, unless the Buyer otherwise agrees in advance in writing; and b) subsistence expenses incurred by Supplier Staff whilst performing the Services at their usual place of work, or to and from the premises at which the Services are principally to be performed;
"the Buyer's Confidential Information"	c) all Personal Data and any information, however it is conveyed, that relates to the business, affairs, developments, property rights, trade secrets, Know-How and IPR of the Buyer (including all Buyer Existing IPR and New IPR); d) any other information clearly designated as being confidential (whether or not it is marked "confidential") or which ought reasonably be considered confidential which comes (or has come) to the Buyer's attention or into the Buyer's possession in connection with the Contract; and information derived from any of the above;
"Relevant Requirements"	all applicable Law relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State pursuant to section 9 of the Bribery Act 2010;
"Relevant Tax Authority"	HMRC, or, if applicable, the tax authority in the jurisdiction in which the Supplier is established;
"Reminder Notice"	a notice sent in accordance with Clause 10.6 given by the Supplier to the Buyer providing notification that payment has not been received on time;
"Replacement Deliverables"	any deliverables which are substantially similar to any of the Deliverables and which the Buyer receives in substitution for any of the Deliverables , whether those goods are provided by the Buyer internally and/or by any third party;

"Replacement Subcontractor"	a Subcontractor of the Replacement Supplier to whom Transferring Supplier Employees will transfer on a Service Transfer Date (or any Subcontractor of any such Subcontractor);
"Replacement Supplier"	any third party provider of Replacement Deliverables appointed by or at the direction of the Buyer from time to time or where the Buyer is providing Replacement Deliverables for its own account, shall also include the Buyer;
"Request For Information"	a request for information or an apparent request relating to the Contract for the provision of the Deliverables or an apparent request for such information under the FOIA or the EIRs;
"Required Insurances"	the insurances required by Schedule 22 (Insurance Requirements);
"Satisfaction Certificate"	the certificate (materially in the form of the document contained in Annex 2 of Part B of Schedule 8 (Implementation Plan and Testing) or as agreed by the Parties where Schedule 8 is not used in this Contract) granted by the Buyer when the Supplier has Achieved a Milestone or a Test;
"Schedules"	any attachment to the Contract which contains important information specific to each aspect of buying and selling;
"Security Management Plan"	the Supplier's security management plan prepared pursuant to Schedule 16 (Security) (if applicable);
"Security Policy"	the Buyer's security policy, referred to in the Award Form, in force as at the Start Date (a copy of which has been supplied to the Supplier), as updated from time to time and notified to the Supplier;
"Serious Fraud Office"	the UK Government body named as such as may be renamed or replaced by an equivalent body from time to time;
"Service Levels"	any service levels applicable to the provision of the Deliverables under the Contract (which, where Schedule 10 (Service Levels) is used in this Contract, are specified in the Annex to Part A of such Schedule);
"Service Period"	has the meaning given to it in the Award Form;
"Services"	services made available by the Supplier as specified in Schedule 2 (Specification) and in relation to a Contract as specified in the Award Form;
"Service Transfer"	any transfer of the Deliverables (or any part of the Deliverables), for whatever reason, from the Supplier or any Subcontractor to a Replacement Supplier or a Replacement Subcontractor;
"Service Transfer Date"	the date of a Service Transfer;
"Sites"	any premises (including the Buyer Premises, the Supplier's premises or third party premises) from, to or at which:

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

"Sub-Contract"	any contract or agreement (or proposed contract or agreement), other than a Contract, pursuant to which a third party: a) provides the Deliverables (or any part of them); b) provides facilities or services necessary for the provision of the Deliverables (or any part of them); and/or c) is responsible for the management, direction or control of the provision of the Deliverables (or any part of them);
"Subcontractor"	any person other than the Supplier, who is a party to a Sub-Contract and the servants or agents of that person;
"Subprocessor"	any third Party appointed to process Personal Data on behalf of the Supplier related to the Contract;
"Supplier"	the person, firm or company identified in the Award Form;
"Supplier Assets"	all assets and rights used by the Supplier to provide the Deliverables in accordance with the Contract but excluding the Buyer Assets;
"Supplier Authorised Representative"	the representative appointed by the Supplier named in the Award Form, or later defined in a Contract;
"Supplier's Confidential Information"	a) any information, however it is conveyed, that relates to the business, affairs, developments, IPR of the Supplier (including the Supplier Existing IPR) trade secrets, Know-How, and/or personnel of the Supplier; b) any other information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential and which comes (or has come) to the Supplier's attention or into the Supplier's possession in connection with the Contract; c) Information derived from any of (a) and (b) above;
"Supplier's Contract Manager	the person identified in the Award Form appointed by the Supplier to oversee the operation of the Contract and any alternative person whom the Supplier intends to appoint to the role, provided that the Supplier informs the Buyer prior to the appointment;
"Supplier Equipment"	the Supplier's hardware, computer and telecoms devices, equipment, plant, materials and such other items supplied and used by the Supplier (but not hired, leased or loaned from the Buyer) in the performance of its obligations under this Contract;
"Supplier Non-Performance"	where the Supplier has failed to: a) Achieve a Milestone by its Milestone Date; b) provide the Goods and/or Services in accordance with the Service Levels ; and/or c) comply with an obligation under the Contract;

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

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

Schedule 2 (Specification)

Specification Reference
FS616035
Specification Title
National Reference Laboratory for Feed Additives
Contract Duration
1 April 2021 – 31 March 2025 (subject to a break clause after two years)

This specification, which forms part of the Invitation to Tender (ITT), comprises 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 PROCESS FOR EVALUATION OF TENDERS

GENERAL INTRODUCTION

The Food Standards Agency (FSA) is a non-ministerial government department governed by a Board appointed to act in the public interest, with the task of protecting consumers in relation to food. We work across England, Wales and Northern Ireland and collaborate closely with colleagues in Food Standards Scotland (FSS).

The National Reference Laboratories (NRLs) are a critical part of our national infrastructure for delivering a safe and authentic food system. The role of NRLs is to provide scientific advice and support to Official Laboratories (OLs) for food and feed safety official control testing.

The FSA is committed to openness and transparency of our evidence and its use, and equality of treatment to all suppliers. For NRLs, the FSA/FSS approves annual reports of work programmes for publication by NRLs on their own dedicated websites.

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[1]. Further details regarding applying for research funding can be found on the FSA website[2].

A.THE SPECIFICATION

The FSA and FSS are respectively designated as the Competent Authority (CA) for Official Feed and Food Controls within their area of responsibility. The UK has a legal obligation to appoint NRLs. NRLs provide advice and support to food and feed enforcement laboratories and CAs to ensure a harmonised approach to food enforcement. NRLs are responsible for setting standards for routine procedures and

[1] http://www.food.gov.uk/about-us/data-and-policies/underpinning-data

[2] https://www.food.gov.uk/about-us/applying-for-research-funding

reliable testing methods in the regulated areas of feed and food. This delivers consumer protection and effective, risk-based and proportionate regulation and enforcement.

NRLs will play an important role following EU Transition as they will incorporate some of the activities previously performed by their lab counterparts in the EU (the European Reference Labs), including sharing and developing new and emerging disease intelligence, methodologies, reference materials and training. Following EU transition, NRLs will continue to play a pivotal role in the UK enforcement process.

This project is to re-procure the contract for the UK National Reference Laboratory for Feed Additives from the 1st April 2021 for four years (incorporating a two-year break point for review in 2023). The FSA will confirm if they wish to proceed with the break point by variation to the contract, confirming intentions and any changes to the requirement.

The Agency may only designate laboratories as an NRL if they are accredited in accordance with: -

- EN ISO/IEC 17025:2017 "General requirements for the competence of testing and calibration laboratories";
- EN ISO/IEC 17011:2017 “Conformity assessment - General requirements for accreditation bodies accrediting conformity assessment bodies”.

The applicant is required to operate in accordance with the standard EN ISO/IEC 17025 and be accredited in accordance with that standard by a national accreditation body operating in accordance with retained Regulation (EC) No 765/2008.

The scope of the accreditation must cover the following:

- shall include those methods of laboratory analysis, test or diagnosis required to be used by the laboratory for analyses, tests or diagnoses, when it operates as an official laboratory;
- may comprise one or more methods of laboratory analysis, test or diagnosis or groups of methods;
- may be defined in a flexible manner, so as to allow the scope of accreditation to include modified versions of the methods used by the official laboratory when the accreditation was granted or new methods in addition to those methods, on the basis of the laboratory’s own validations without a specific assessment by the national accreditation body prior to the use of those modified or new methods

Where the applicant does not have the required accreditation, they must outline how they will obtain this as part of the contract.

Scope of Services to be Provided (NRL Feed Additives)

The appointed laboratory will carry out the provision of services for the UK National Reference Laboratory for Feed Additives in the following areas:

1. **NRL Service:** to maintain safety standards of feed additives by coordinating and supporting the network of official feed laboratories in the UK. The NRL provides advice and support on methods of official control testing, ensuring the delivery of risk-based and food/feed enforcement to protect consumers.

2. **Feed additives regulated product authorisation**: is an essential part of the agri-sector. Feed additives may not be put on the market without pre-market authorisation. From 1st January 2021, the Food Standards Agency will provide the function for feed additive authorisations, which will only be granted after a scientific evaluation demonstrating the efficacy of the additive and the absence of harmful effects to human and animal health, and to the environment and an evaluation of the method of analysis. The successful contractor will be required to perform this complementary work for Great Britain (England, Wales and Scotland) by evaluating the analytical method for detection and quantification as proposed by the applicant for the authorisation of the feed additive.

Further information on the requirement for regulated feed additive product applications from 1st January 2021 can be found on the Food Standards Agency webpage.

Legislation

UK legislation of relevance to this NRL from 1st January 2021 and based on EU retained law
- Animal Feed (Amendment) (EU Exit) Regulations 2019

Part 1: NRL Service

The basic duties of National Reference Laboratories are, but not limited to the following:

(a) co-operate internationally in their area of competence, including collaborating and participating in training courses and inter-laboratory comparative tests organised by international laboratories (where appropriate);

(b) co-ordinate, for their area of competence, the activities of OLs responsible for the analysis of official controls samples to ensure the verification of compliance with feed and food law;

(c) where appropriate, organise comparative tests between the official national laboratories and ensure an appropriate follow-up of such comparative testing;

(d) ensure the dissemination of any information required by the CA;

(e) provide scientific and technical assistance to the CA, especially for the implementation of Multi Annual National Control Plans;

(f) participate in relevant national and international workshops and training courses and, where necessary, conduct training courses for the staff of OLs;

(g) upon request by the appropriate authority, actively assist in relevant foodborne incident and outbreak situations, should be equipped with, or have access to, the necessary equipment to perform their tasks in emergency situations and in cases of non-compliance of consignments, by carrying out confirmatory analysis;

(h) carry out research, evaluation and development of new and existing methods for the analysis of UK regulated and officially monitored foods and feed and emerging new risks to UK food safety;

(i) provide advice and expertise on standardisation of methods at CEN and ISO;

(j) obtain and maintain accreditation for official reference and other relevant regulatory methods for food and feed within the NRL area of competence;

(k) be responsible for carrying out other specific duties as required by the CA, where appropriate and by prior agreement;

(l) <u>for feed additives</u> the laboratory will be responsible for undertaking the analytical evaluation of feed additive authorisation applications.

The laboratory will be required, but not limited to:

(a) be impartial, free from any conflict of interests, and in particular not be in a situation which may, directly or indirectly, affect the impartiality of their professional conduct as regards the exercise of their tasks as NRLs;

(b) have, or have contractual access to, suitably qualified staff with adequate training in analytical, testing and diagnostic techniques in their area of competence, and support staff as appropriate;

(c) possess, or have access to, the infrastructure, equipment and products needed to carry out the tasks assigned to them;

(d) ensure that their staff and any contractually engaged staff have good knowledge of international standards and practices and that the latest developments in research at national and international level are taken into account in their work;

(e) where relevant, validate the reagents and lots of reagents, establish and maintain up-to-date lists of available reference substances and reagents and of manufacturers and suppliers of such substances and reagents and secure access to any reference materials required in order to fulfil their responsibilities and support the relevant OLs;

(f) be equipped with, or have access to, the necessary equipment to perform their tasks in emergency situations; and where appropriate, assist the CA in food incidents by carrying out diagnosis and/or testing of samples, when necessary;

(g) where relevant, be equipped to comply with relevant biosecurity standards;

(h) maintain a list of the accreditation for the relevant OLs;

(i) liaise with other CA-appointed NRLs (as and when required);

(j) have experience of, and be able to operate in accordance with, the relevant sampling and analysis legislation, including maintaining specific UK Accreditation Service (UKAS) accreditation (or equivalent) for the relevant analytes, and satisfactory performance in proficiency test schemes;

(k) be familiar with the enforcement system in operation in the UK.

The duties of the NRL are grouped according to its core functions, but are not limited to the following:

1. Secretariat services

(a) disseminating relevant information/advice to the CA, when required, OLs and other relevant laboratories in a timely and effective manner;

(b) co-ordinating the activities of OLs and other relevant laboratories in food in relation to the core functions described below;

(c) creating and maintaining an efficient two-way channel of communication with OLs and relevant laboratories and international organisations, including information on analytical methods and relevant legislation;

(d) providing regular updates to the CA on NRL activities, and up-to-date information on UK OLs and other relevant laboratories to the CA as requested;

(e) creation and maintenance of a dedicated website for communication of the work of the NRL including provision of advice and support to OLs, information on methods of analyses, Standard Operating Procedures (SOPs), latest developments and other background information.

2. Advice and representation within the UK and internationally

(a) providing impartial expert advice as requested to the CA, OLs and other relevant laboratories on analytical methodology in the context of official controls and risk assessment;

(b) representing the UK at relevant international meetings, and working groups, consulting the CA on objectives and requirements before each meeting and providing the CA with an internal report of the meeting within 10 working days of each meeting;

(c) participating in activities organised by international organisations and contributing to the scientific input at international meetings and in manner which supports UK policy based on best available scientific knowledge;

(d) advising the CA, OLs and other relevant laboratories on best scientific practice in testing for official controls purposes and undertaking activities in consultation with the CA that facilitate and promote their application in the UK within the policy aims of the CA;

(e) keeping abreast of and advising the CA, OLs and other relevant laboratories of developments for the sampling, testing and detection of feed additives;

(f) identifying and informing the CA, OLs and other relevant laboratories of emerging analytical issues or developments at a national or international level and recommending action to address them;

(g) where appropriate, partake and/or keep abreast of standardisation activities (e.g. CEN, ISO, etc.) relevant to the work area.

3. Production of standard operating procedures, codes of practice and guidance documents

(a) contributing to the development of standardised operating procedures, relevant codes of practice and guidance documents for use by OLs and other relevant laboratories, as requested by the CA.

4. Compliance assessment via audits and ring trials

(a) ensuring consistency and quality of testing approaches applied by UK OLs and other relevant laboratories, including advising on corrective action following adverse reports on OLs from UKAS;

(b) planning and coordinating proficiency tests for UK OLs and other relevant laboratories as appropriate (taking into account the number of relevant laboratories), analysing and evaluating the outcome, informing the CA and OLs of the results and advising on further action;

(c) co-ordinating the participation of UK OLs and other relevant laboratories in international method validation studies and other initiatives, informing the CA and OLs of the results and advising on further action;

(d) where relevant, participating in proficiency tests and method validation studies organised by international organisations, informing the CA of the results and implementing any corrective measures required;

(e) co-ordinating training exercises to promote best laboratory practice in respect of analysis.

5. Co-ordination within the UK of international initiatives

(a) where appropriate, co-ordinating the recommendations of international organisations related to the standardisation of testing methods.

6. Communication of results and data use

(a) the Contractor shall ensure that the CA receives regular updates of any developments related to the core functions of the NRL;

(b) the Contractor shall notify the CA immediately by email of any deviations or significant unexpected situations which may affect the cost, specifications and timing of the annual work programme;;

(c) the Contractor shall notify the CA immediately by email of any unusual occurrences resulting from any of the core functions of the NRL;

(d) The Contractor shall provide annual reports of work summarising all activities completed as part of their annual work programme, to the CA by 31st March each year. Annual reports will be approved by the CA prior to publication by NRLs on NRL dedicated websites. If requested by the CA, the Contractor may also need to provide interim reports during the annual work programme;

(e) any results or reports arising from the work of the NRL will not be communicated to any external parties without the written permission of the CA;

(f) the use of the data for presentations and/or papers will not be permitted unless written permission has been sought and given by the CA;

(g) the Contractor will maintain records. Retention periods will be agreed and defined in the contract and if necessary the contractor will assist with transfer of archived reference material;

(h) in other work related to the core functions of the NRL, the specified deadlines agreed between the CA and the Contractor should be met;

(i) if necessary, at the end of the Contract all information and data gained from, and required for, NRL function over the course of the Contract will be handed over to the CA. This will include assisting with transfer of archived reference materials;

(j) provide an internal report of meetings with other organisations within 10 working days of the meeting.

(k) the Contractor will engage in quarterly dialogues with the CA to review contract management requirements and update on progress against work programme. Informal monthly check-ins with the CA may also be organised to ensure any potential or evolving issues are flagged and work is kept on track;

(l) the Contractor will organise regular network meetings, as appropriate and on at least an annual basis to update their official controls networks and CA on method updates, enforcement, training and other relevant information issues and to discuss PT programmes and results;

(m) the Contractor will review NRL finances regularly and communicate spending, including a break-down of costs, with the CA on a monthly basis.

Part 2: Feed Additive Regulated Product Authorisation

It is required for the NRL feed additives to undertake a scientific evaluation of the analytical method documentation submitted by the applicant, and if necessary, for full method testing and potentially (inter-comparison) validation for feed additive authorisations, defined as being:

- A new feed additive
- A new use of an existing feed additive
- An existing feed additive
- Under a change in terms of existing feed additive
- A renewal of authorisation

Process

It is required that the applicant pays fees towards the laboratory costs of evaluation of the application. The NRL will confirm and agree costs with the FSA and the applicant. Additional fees may be charged during the evaluation process where supplementary testing or validation is required, as agreed with the applicant.

The applicant will send three Reference samples of the feed additive directly to the NRL and Reference standards of the pure active agents (where required) in the case of feed additives in accordance with EU Retained Regulation 378/2005. Additional reference samples may be requested by the NRL.

The NRL Feed will be responsible for:

- the reception, preparation, storage and maintenance of the reference samples and reference standards where applicable;
- evaluating the data provided by the applicant for authorisation to place the feed additive on the market, for the purpose of testing and evaluation or validation of the method for detection;
- the testing and evaluation or validation of the method for detection;
- submitting full evaluation reports to the FSA Risk team within 3 months from the date of receipt of a valid application and payment of fee. This period can be extended for complex applications or where supplementary information is requested.

Feed additive applications for GB markets

Existing feed additives may continue to be placed on the GB market after 31 December 2020. The FSA has established a process for the authorisation of regulated products such as feed additives, as outlined on the Food Standards Agency webpage.

For information, estimated volumes of feed additive applications are:

- An estimated 35-50 new authorisation applications per year.

- *Circa* 500 feed additives awaiting historic re-authorisation (under Article 10 of Regulation 1831/2003). The FSA is taking a phased approach in receiving these applications.
- *Circa* 80 feed additives awaiting renewal of authorisation (under Article 14) where its 'expiry date' has passed.
- Indicative numbers of upcoming authorisation renewals (under Article 14) between 2021-2027 in the Table below:

2021	37
2022	51
2023	63
2024	40
2025	54
2026	33
2027	255

It must be remembered that dossier submissions must be made at least one-year prior to the expiry dates listed above.

Evaluation report to the FSA

The evaluation report should be submitted to the FSA within 3 months of receipt of method application and shall include:

a. an evaluation indicating if the methods of analysis in the data submitted in the application are suitable to be used for official controls;
b. an indication if testing of a method of analysis is considered necessary;
c. an indication if a validation of a method of analysis by an inter-comparison study is considered necessary.

As per the legislation, this submission period may be extended for complex applications or where supplementary information is requested.

The NRL Feed may wish to be assisted by scientific experts or official laboratories to help draft the evaluation report concerning data submitted in each application.

Database

The contractor is required to have the capacity and capability to create a national Feed Additive database including the storing and archiving of samples. This database should be accessible to all GB OCLs and the FSA as they will be required to share the methods and control materials and hold samples for the duration of the contract.

Charging Approach

The charging structure listed below is as set out in EU retained law under the Animal Feed (Amendment) (EU Exit) Regulations 2019 based on authorisation type and analytical status:

- **New feed additive:**
  A single balanced cost required for applications

- **New use of an existing feed additive:**
  A single balanced cost required for applications

  a) Reference samples shall not be required where samples for another use have already been submitted, based on Art.3(4a) of Regulation 378/2005.
  b) An evaluation report shall not be required where samples for another use have already been evaluated, based on Art.5(4a) of Regulation 378/2005. (No cost only when both (a) & (b) are met)

- **Existing feed additive (Art.10(2) of Regulation (EC) No 1831/2003) re-authorisation:**
  A single balanced cost required for applications where legally defined (multiplication factors may apply):

  a) For groups of feed additives within the same functional group (and sub-classification) excluding chemically defined flavourings, zootechnical additives, coccidiostats & histomonostats using multi-analyte methods.
  b) For groups of chemically defined flavourings using multi-analyte methods.

- **Changing terms of authorisation (Modification) - Article 13(3) of Regulation (EC) No 1831/2003:**
  A single balanced cost required for applications

  a) Reference samples shall not be required where the characteristic of the feed additive and analytical method is not affected compared to the previous NRL submission, based on Art.3(4b) of Regulation 378/2005.
  b) An evaluation report shall not be required where the modification falls within the existing analytical scope based on Art.5(4b) of Regulation 378/2005. No cost only when both (a) & (b) are met

- **Renewal of authorisation**:
  A single balanced cost required for applications

  No cost only if already evaluated, based on Art.5(4c) of Regulation 378/2005

In your application for this service please provide your competitive costs (£) for applicants based on the pricing structure.

Annual Report to FSA

In addition to the analytical evaluation reports of feed additive applications, the NRL must also provide an annual summary report to the FSA at year end. The summary report should include the NRL routine work as well as the summary of the method evaluations carried out for authorising feed additives. The latter should include the date of FSA request, the evaluation name/code, confirmation of amount charged and the date the report was sent to the FSA.

Financial Template

Please complete the financial template outlining:

1. Breakdown of costs for routine NRL service as described in Part 1 for the Scope of Services section of the specification.
2. Breakdown of costs for authorisation service as described in Part 2 for the Scope of Services section of the specification. This should include set up and ongoing running costs, overheads required for this service including storage of samples, repository of methods and applications, database set up and production of final reports for the FSA.

Tender Application Form

The Tender Application Form[3] requests the supplier to complete information under the certain headings. These include the following:

- Project summary
- Description of approach/scope of work
- The project plan and deliverables
- Participating Organisations and sub-contractors
- Project and staff management
- Risk management
- Quality management
- Social Values

Risk

The contractor is required to provide details on any relevant perceived risks including mitigation of those risks.

Data protection

The contractor is required to provide details on how they will securely store applications and physical samples.

Data security

Please confirm in your tender that you have in place, or that you will have in place by contract award, the human and technical resources to perform the contract to ensure compliance with the General Data Protection Regulation and to ensure the protection of the rights of data subjects.

Please provide details of the technical facilities and measures (including systems and processes) you have in place, or will have in place by contract award, to ensure compliance with the General Data Protection Regulation and to ensure the protection of the rights of data subjects. Your response should include, but should not be limited to facilities and measures:

- to ensure ongoing confidentiality, integrity, availability and resilience of processing systems and services;

[3] https://food.bravosolution.co.uk/web/login.html.

- to comply with the rights of data subjects in respect of receiving privacy information, and access, rectification, deletion and portability of personal data;
- to ensure that any consent-based processing meets standards of active, informed consent, and that such consents are recorded and auditable;
- to ensure legal safeguards are in place to legitimise transfers of personal data outside the EU (if such transfers will take place);
- to maintain records of personal data processing activities; and
- to regularly test, assess and evaluate the effectiveness of the above measures.'

The Supplier hereby assigns (where relevant by present assignment of future rights) absolutely and irrevocably to the FSA with full title guarantee all right, title and interest including all copyright, database rights and other intellectual property or related rights in and to the Database throughout the world absolutely for the full period or periods of protection conferred by law including all renewals, extensions and revivals of such period(s). The Supplier agrees and undertakes that it shall (at its cost and expense) do all such acts and execute such further documents as the FSA may request to ensure that all such rights in and to the Database are vested in the FSA including without limitation confirmatory assignments by all personnel and contractors working in relation to the Database. The FSA hereby grants to the Supplier during the term of its appointment a non-exclusive licence of the FSA's rights in and to the Database to the extent and for so long as is reasonably necessary for the performance of the Supplier's obligations under its appointment.

Dissemination and exploitation

The contractor is to produce the feed additive evaluation report within 3 months as specified in the specification unless agreed by exception with the FSA. This is to be sent to the Authority (FSA) who can be expected to host the appropriate data and relevant reports to its website.

Sustainability

The contractor is required to provide details on its sustainability management practises.

Quality

- EN ISO/IEC 17025:2017 "General requirements for the competence of testing and calibration laboratories";
- EN ISO/IEC 17011:2004 "Conformity assessment - General requirements for accreditation bodies accrediting conformity assessment bodies.
- UKAS Accreditation (or equivalent)

Cost

The proposal must identify all anticipated costs of conducting the work, providing a cost breakdown of staff involvement and days dedicated to the project for each staff

member, and all other associated overheads and expenses. Monthly invoicing must be specified.

Examples of the costs which should be included in the cost breakdown, in addition to the main analysis, include:

- The charge for presentations and meetings
- Costs for delivering workshops
- A breakdown for any proposed sub-contractor involvement (if relevant)
- Any costs associated with making data available for further use (e.g. archiving)
- Access to other datasets, as necessary
- Cost for providing a service for the authorisation of feed additive applications

Costs should be provided for the life of the contract exclusive of VAT and should clearly state whether VAT will be charged.

Schedule 3 (Charges)

1. **How Charges are calculated**

1.1 The Charges:

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

1.1.2 if not applicable: cannot be increased except as specifically permitted by this Schedule and in particular shall only be subject to Indexation where specifically stated in the Award Form; and

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

2. **The pricing mechanisms**

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

3. **Are costs and expenses included in the Charges**

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

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

3.1.2 costs incurred prior to the commencement of the Contract.

4. **When the Supplier can ask to change the Charges**

4.1 The Charges will be fixed for the first **4** years following the Contract Commencement Date (the date of expiry of such period is a "**Review Date**"). After this Charges can only be adjusted on each following yearly anniversary (the date of each such anniversary is also a "**Review Date**").

4.2 The Supplier shall give the Buyer at least three (3) Months' notice in writing prior to a Review Date where it wants to request an increase. If the Supplier does not give notice in time then it will only be able to request an increase prior to the next Review Date.

4.3 Any notice requesting an increase shall include:

4.3.1 a list of the Charges to be reviewed;

4.3.2 for each of the Charges under review, written evidence of the justification for the requested increase including:

(a) a breakdown of the profit and cost components that comprise the relevant part of the Charges;

4.4 The Buyer shall consider each request for a price increase. The Buyer may grant Approval to an increase at its sole discretion.

4.5 Where the Buyer approves an increase then it will be implemented from the first (1st) Working Day following the relevant Review Date or such later date as the Buyer may determine at its sole discretion and Annex 1 shall be updated accordingly.

5. **Other events that allow the Supplier to change the Charges**

5.1 The Charges can also be varied (and Annex 1 will be updated accordingly) due to:

5.1.1 a Specific Change in Law in accordance with Clause 24;

5.1.2 a review in accordance with insurance requirements in Clause 13;

5.1.3 a request from the Supplier, which it can make at any time, to decrease the Charges; and indexation, where Annex 1 states that a particular Charge or any component is "subject to Indexation" in which event Paragraph 7 below shall apply.]

6. When you will be reimbursed for travel and subsistence]

6.1 Expenses shall only be recoverable where:

6.1.1 the Time and Materials pricing mechanism is used; and

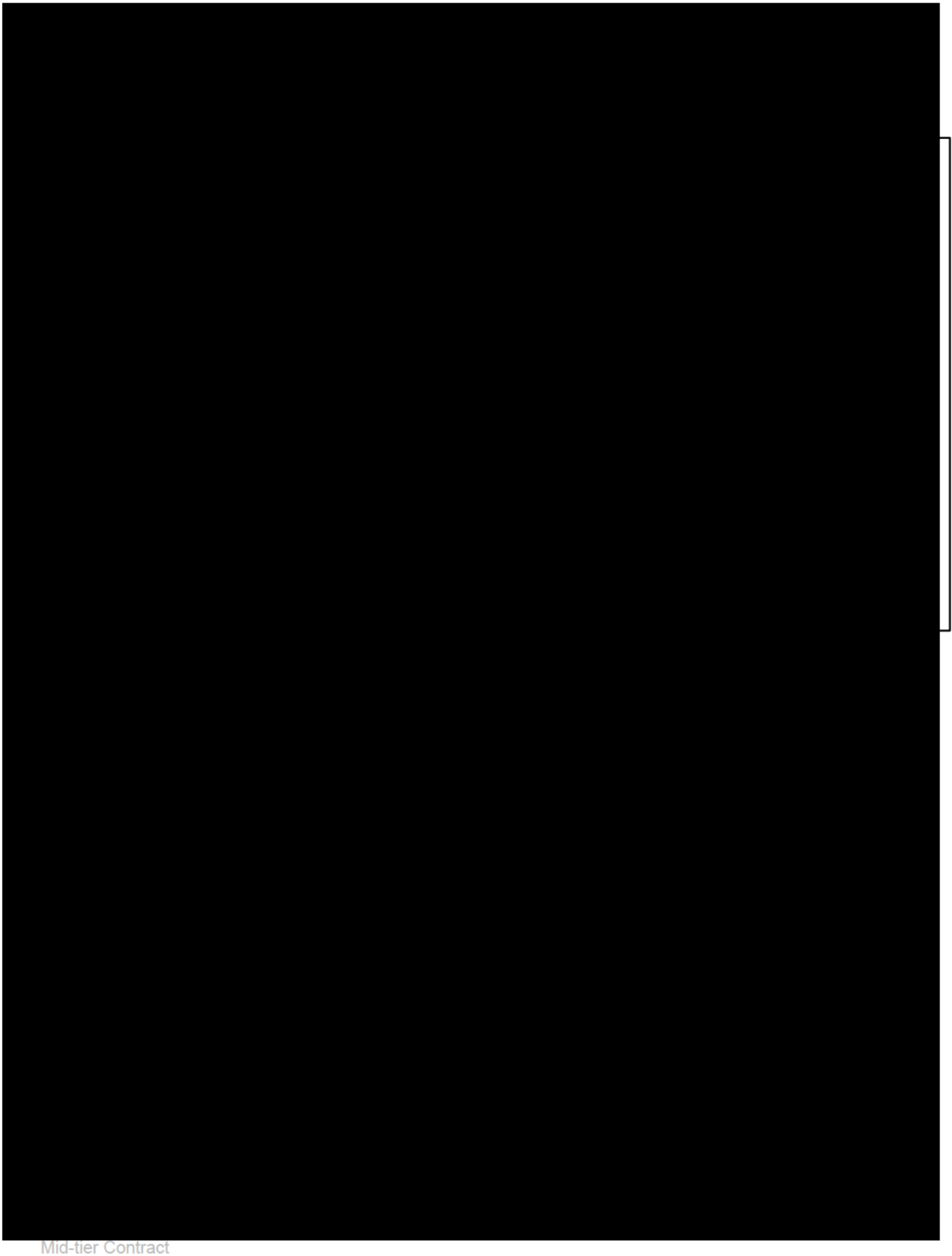
6.1.2 the Award Form states that recovery is permitted; and

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

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

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

Annex 1: Rates and Prices



Total Project Costs (excluding VAT) **	**£ 763,666.09**

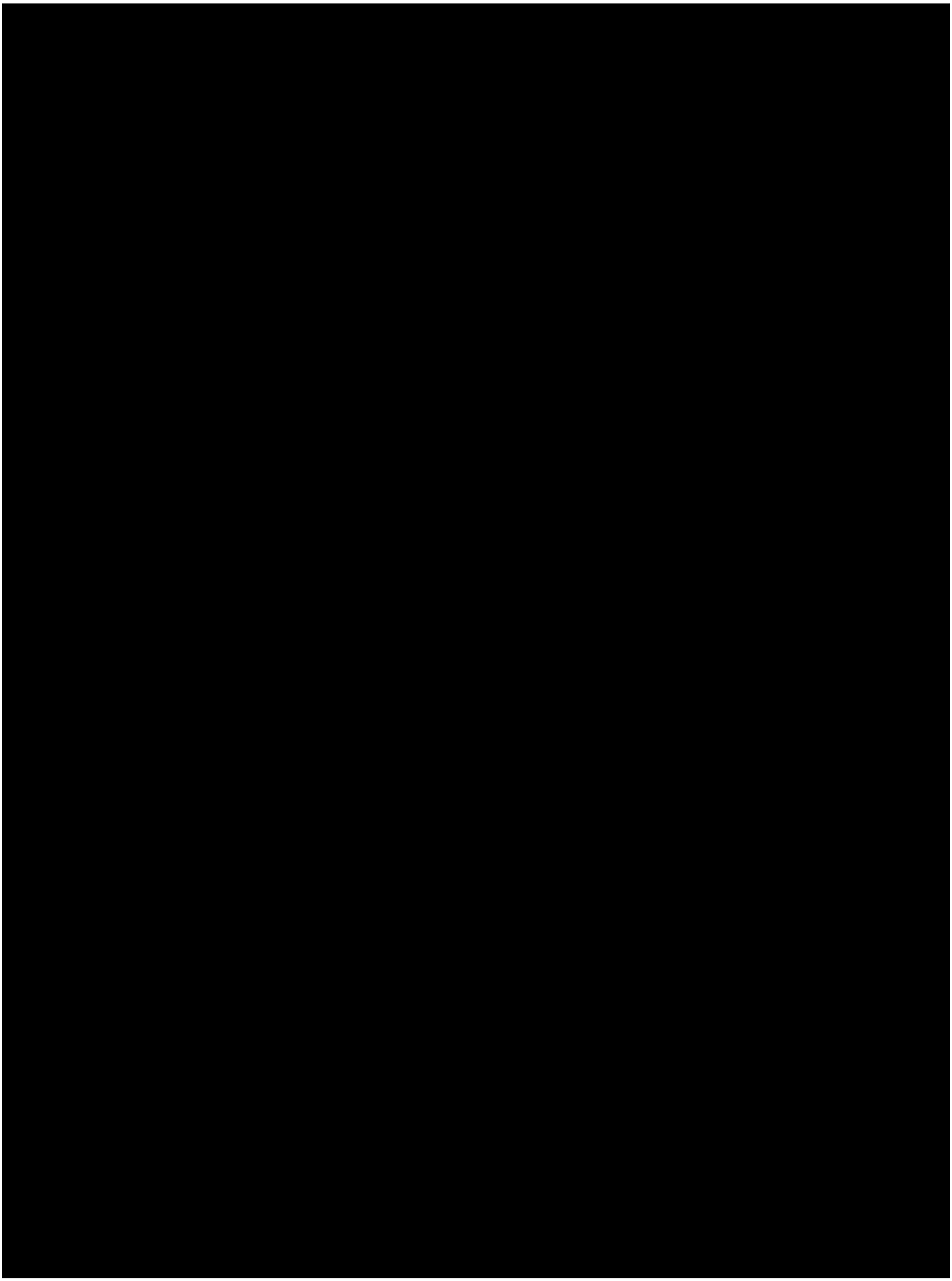
* Please indicate zero, exempt or standard rate. VAT charges not identified above will not be paid by the FSA
** The total cost figure should be the same as the total cost shown in table 4
** The total cost figure should be the same as the total cost shown below and in the Schedule of payments tab.

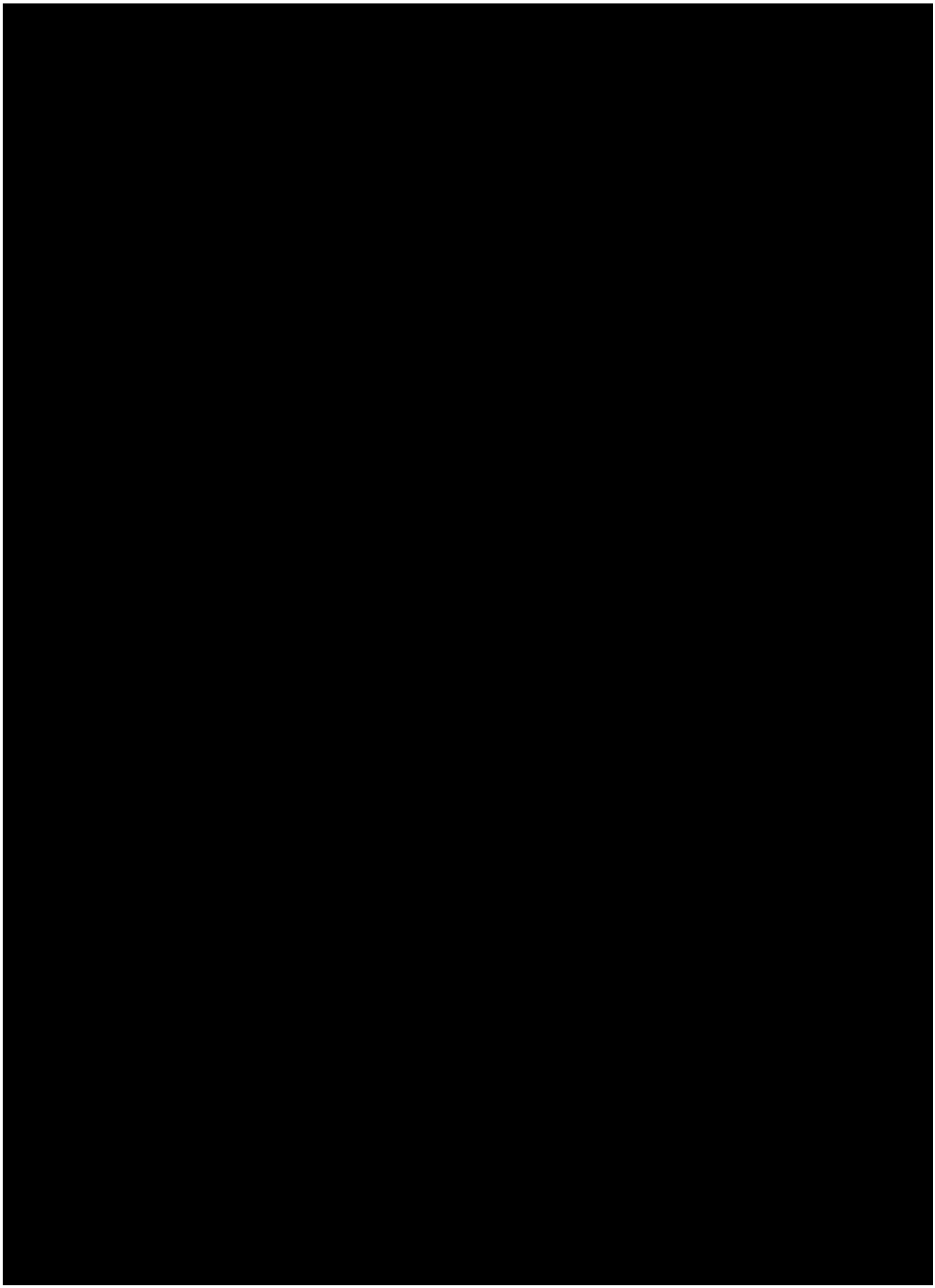
Project Costs Summary (*Automatically calculated*)

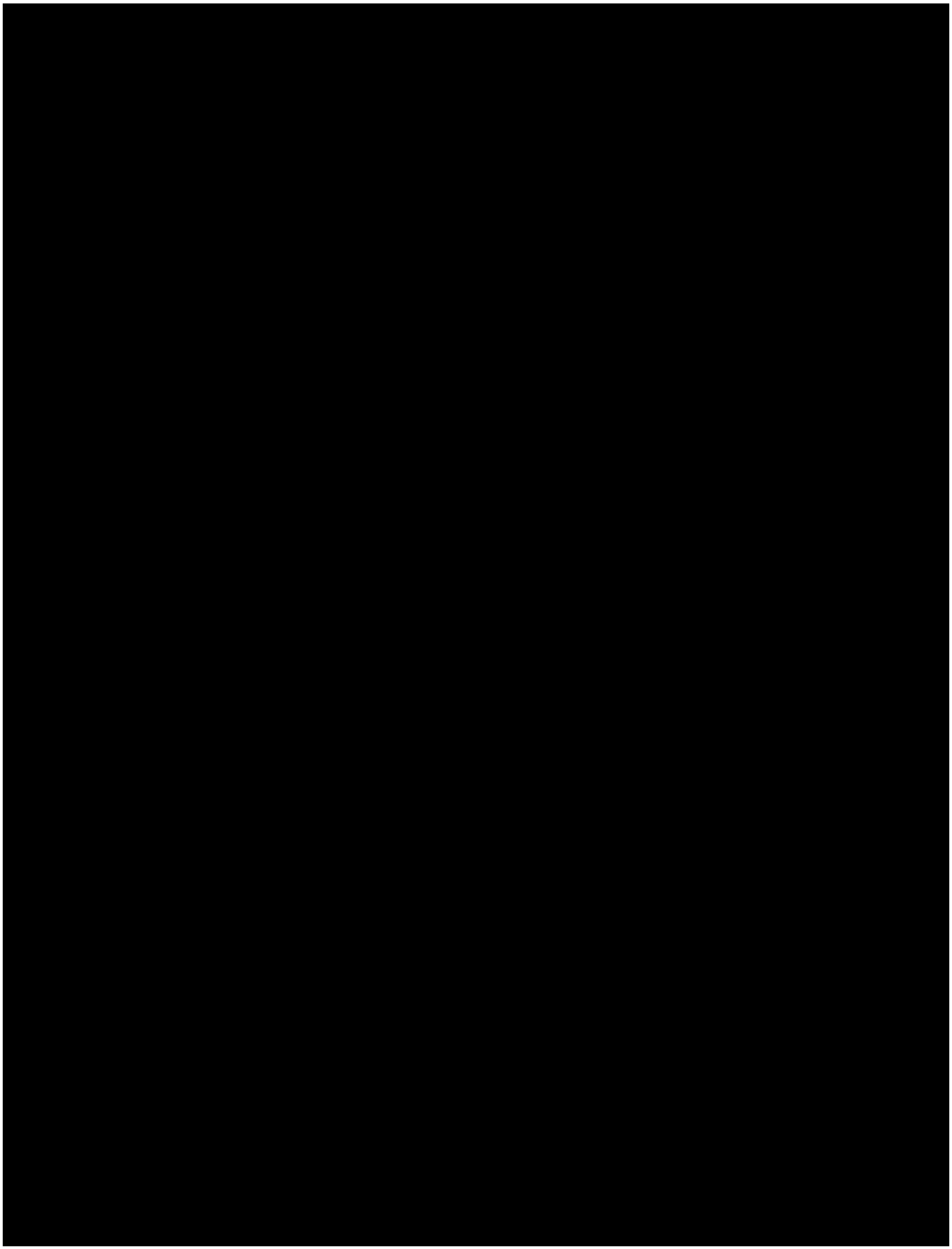
[redacted]

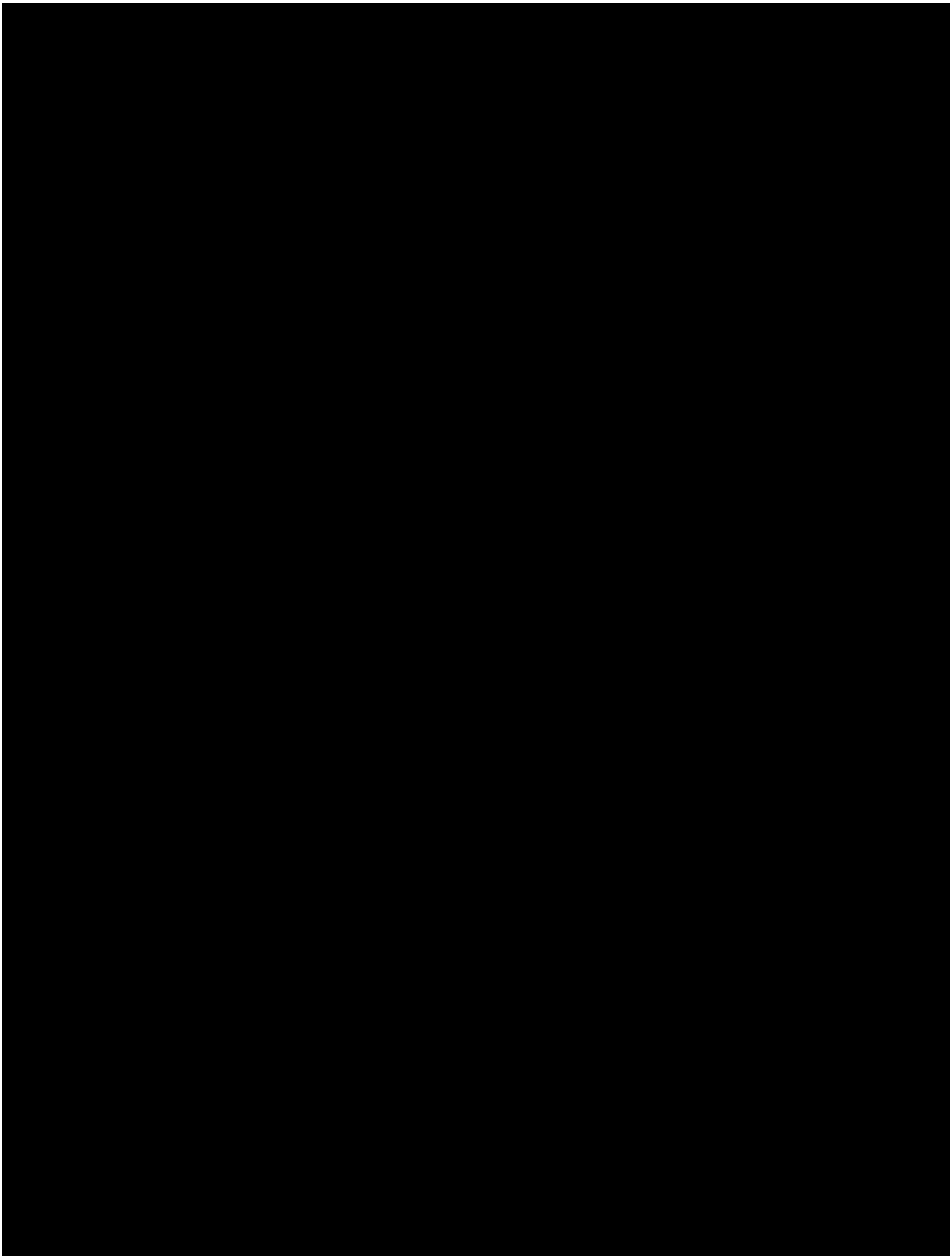
Total Project Costs	**£ 763,666.09**

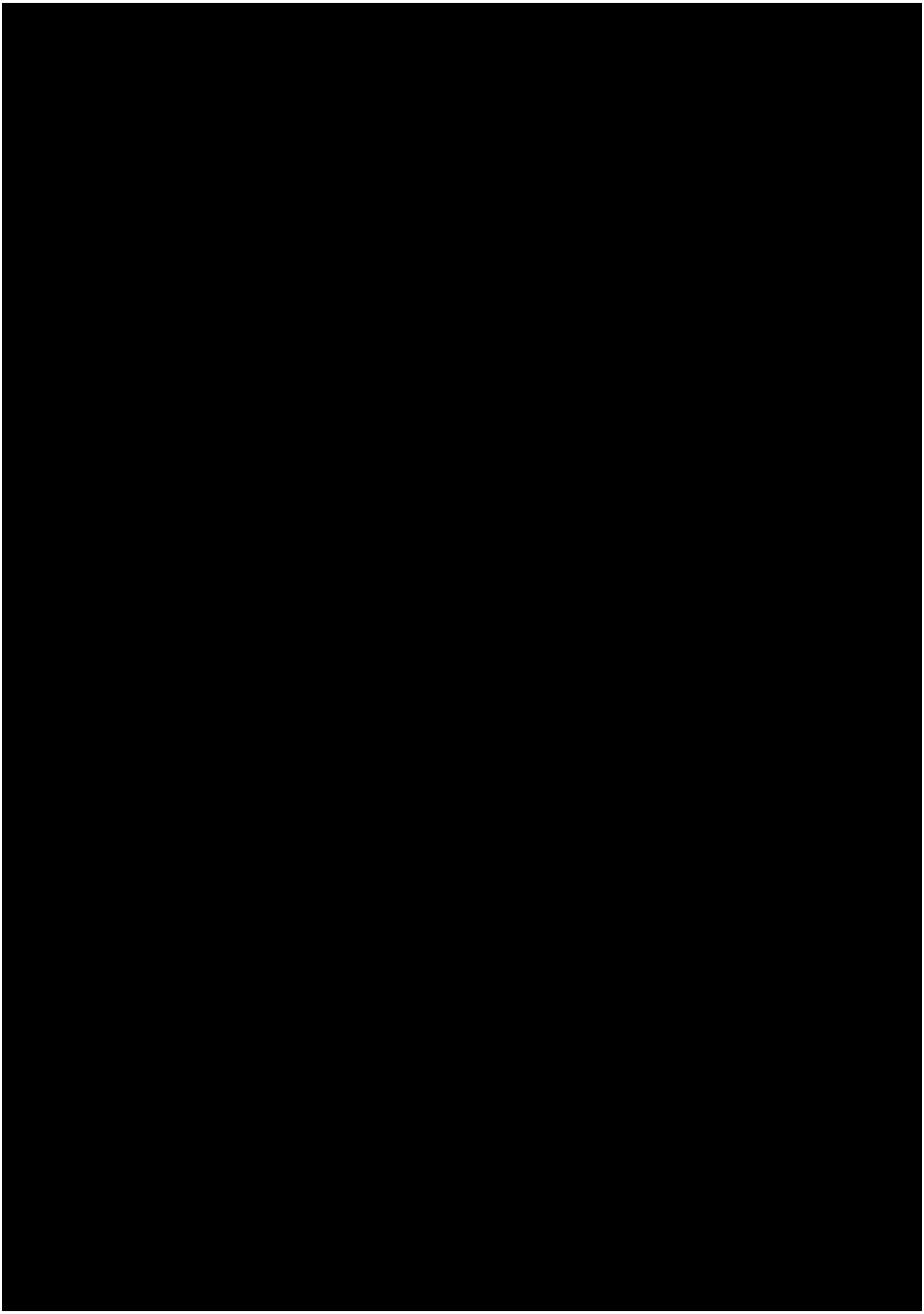
[redacted]

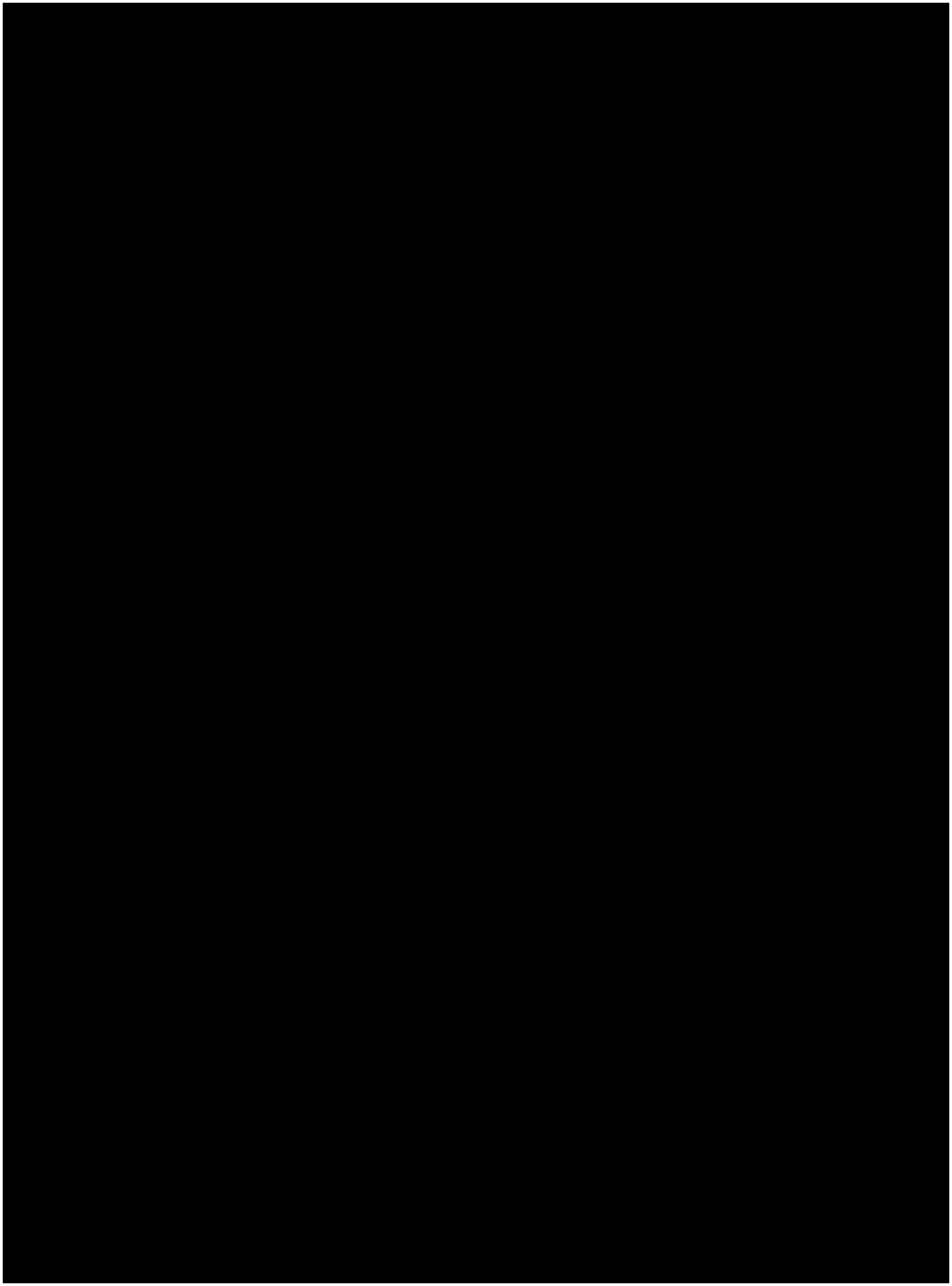


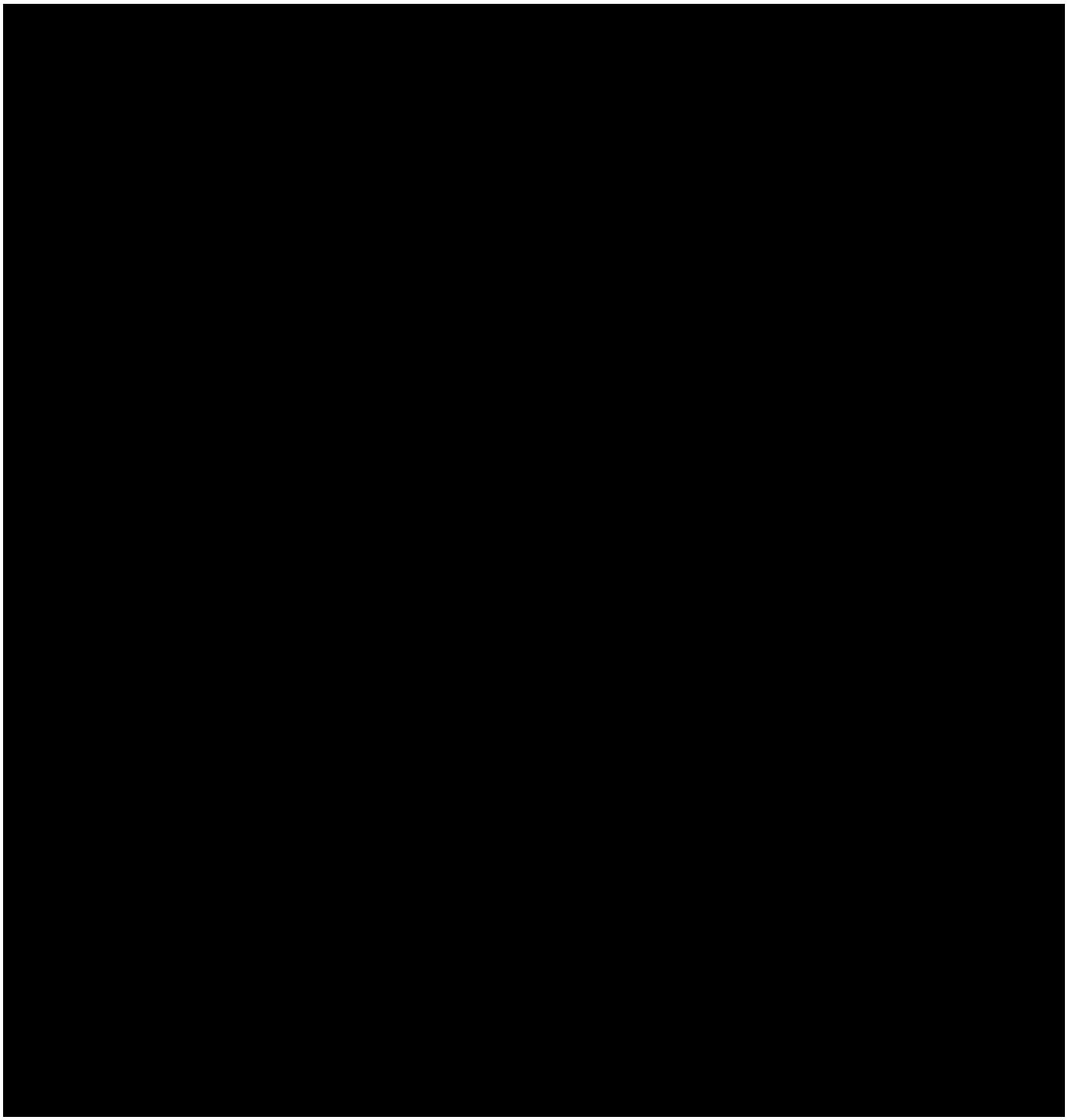


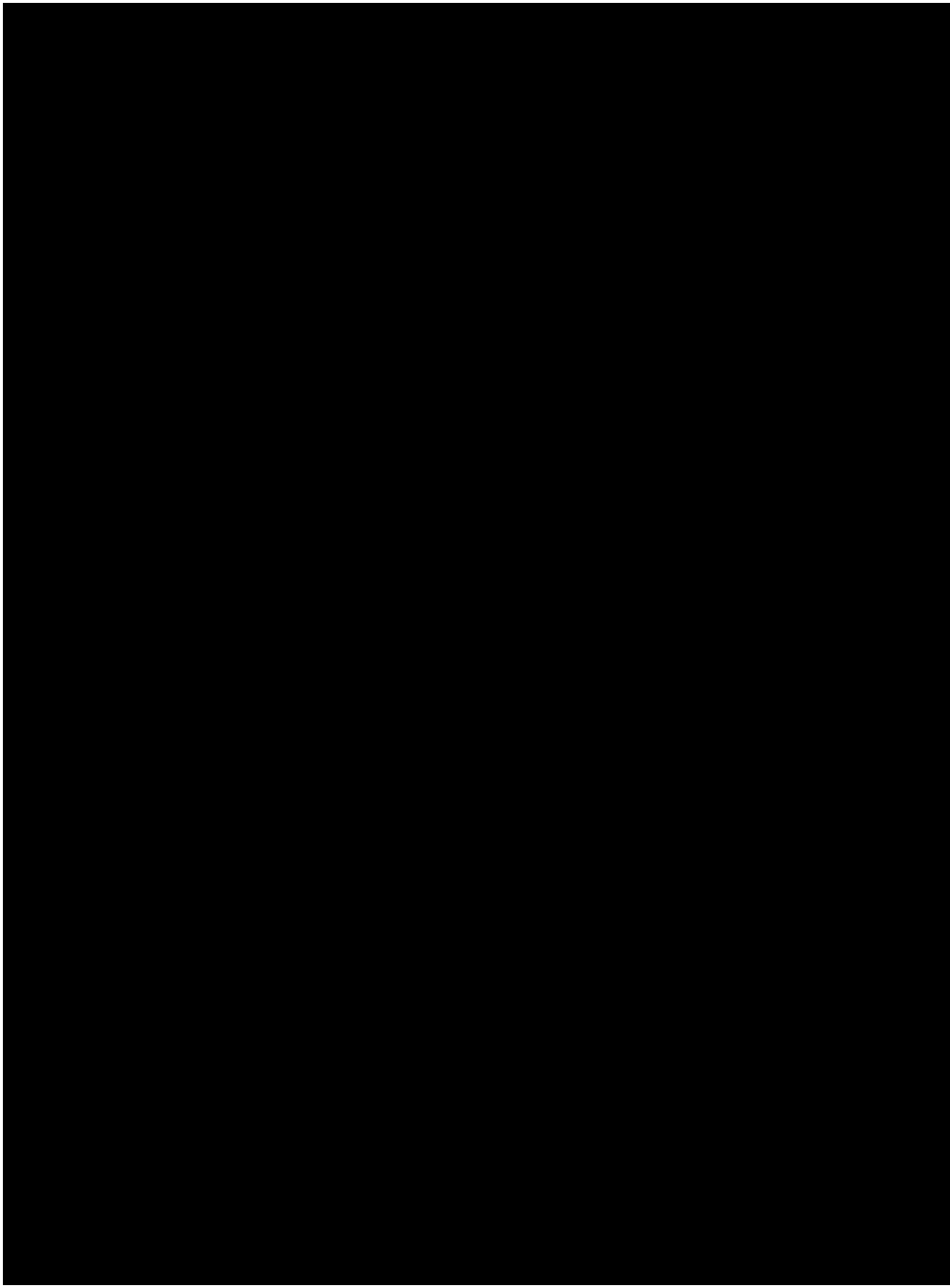


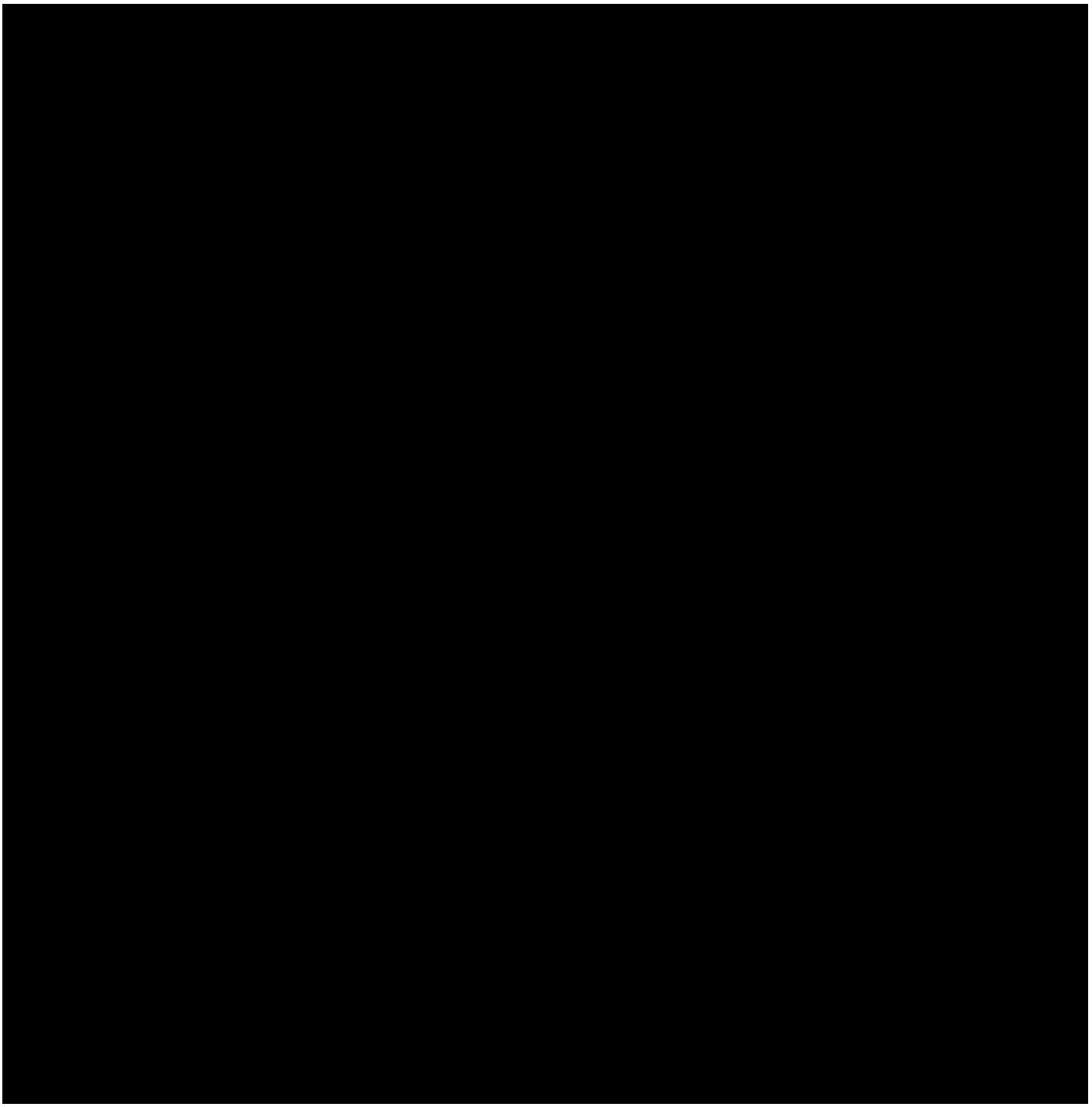












Schedule 4 (Tender Application and Clarifications)

Tender Application form for a

- Applicants should complete each part of this application as fully and as clearly as possible

- Brief instructions are given in the grey boxes at the start of each section.

- Please submit the application through the Agency's eSourcing Portal (Bravo) by the deadline set in the invitation to tender document.

Lead Applicant's details

[redacted]

Is your organisation is a **small and medium enterprise**. (EU recommendation 2003/361/EC refers http://www.hmrc.gov.uk/manuals/cirdmanual/cird92800.htm)	Yes		No	X

TENDER SUMMARY			
National Reference Laboratory for Feed Additives			
	[01/04/2021]		[31/03/2025]

1: TENDER Summary AND OBJECTIVES

A. TENDER SUMMARY

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

The National Reference Laboratories (NRLs) are a critical part of our national infrastructure for delivering a safe and authentic food system. The role of NRLs is to provide scientific advice and support to Official Laboratories (OLs) for food and feed safety official control testing and to help towards ensuring a harmonised approach to food and feed enforcement. UK based NRLs play a pivotal role following the completion of EU Transition as they incorporate some of the activities previously performed by the European Reference Labs, including sharing and developing new and emerging intelligence, methodologies, reference materials and training.

The NRL for feed additives will provide support to the UK official control laboratories for feed additive control and will be required to identify and participate as an independent expert at international additives related meetings and networks to build expertise and knowledge in the area.

LGC propose to continue to bring the following key-benefits and added value aspects to their continued role as NRL for feed additives, based on the following qualifying criteria for provision of the NRL services listed in the tender specifications:

NRL Core function

Secretariat Services:

- Pre-established communication channels with the FSA and all OCLs, augmented through the Association of Public Analysts Training Officer;
- Provision and maintenance of the NRL feed additive webpages.

Advice and representation with the UK and internationally:

- LGC will provide advice and guidance to OL's either in response to individual request or more generally, as direct communications or by publication of guidance notes or SOP's.
- LCG will continue to participate in relevant international meetings and working groups, such as BSI AW10.

- LGC will identify and advise on emerging issues through regular horizon scanning activities.

Provision of guidance and SOPs:

- Drawing on the expertise of feed specialists, analytical chemists and statisticians, LGC will continue to provide advice to OL's and develop standard operating procedure or guidance notes as required.

Compliance assessment:

- LGC will offer advice to OL's at an appropriate level, from ad-hoc response to technical queries, through to full audit of methods and procedures.
- LCG will continue to participate in proficiency trials to assure its own performance.
- LGC will inform OL's of relevant proficiency trials and validation studies.

Coordination within the UK of international activities:

- All UK OCLs known personally and frequent communication augmented through APA Training Officer;
- Laboratory tours and best-measurement practice advice on laboratory setup, instrumentation and methodology provided to OLs;

Communication of results and data use:

- LGC will inform the CA and OL's of relevant information, either directly or via the NRL website.

Additives authorisation assessment.

[redacted]

[redacted]

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

Objectives

Please detail how your proposed work can assist the agency in meeting it stated objectives and policy needs. Please number the objectives and add a short description. Please add more lines as necessary.

Objective Number	Objective Description
PART 1	NRL Service
1.1	Secretariat services
1.2	Advice and representation within the UK and internationally
1.3	Production of standard operating procedures, codes of practice and guidance documents
1.4	Compliance assessment via audits and ring trials
1.5	Co-ordination within the UK of international initiatives
1.6	Communication of results and data use

Part 2	Feed Additive Regulated Product Authorisation
2.1	Infrastructure Development
2.2	Maintenance of Infrastructure
2.3	Core Authorisation Activities

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.

The UK National Reference Laboratory for feed additives exists to maintain safety standards of feed additives by coordinating and supporting the network of official feed laboratories in the UK. The NRL provides advice and support on methods of official control testing, ensuring the delivery of risk-based and food/feed enforcement to protect consumers.

LGC's proposed approach to delivering this role is outlined below. For the purposes of clarity, within section 2A of this document, the FSA's tender requirements are stated in regular type and LGC's proposed approach to meeting each requirement is stated in *italicised* type.

In accordance with the FSA's tender requirements, LGC's approach to delivering the NRL role has been divided into two sections: 1) Delivery of routine NRL Service; 2) Feed Additive Regulated Product Authorisation.

Part 1: NRL Service

The duties of the NRL are grouped according to its core functions, but are not limited to the following:

Objective 1. Secretariat services

(a) disseminating relevant information/advice to the CA, when required, OLs and other relevant laboratories in a timely and effective manner;

LGC has a proven track record of delivering information ranging from stakeholder events, bulk communications eg emailed newsletters, and provision of information in response to direct queries in both animal feed additives and other topics: examples include the jelly mini-cups workshop and specific advice as the result of a query on tolerances for amino acids in feeds. Specific details of proposed future activities are given below.

(b) co-ordinating the activities of OLs and other relevant laboratories in food in relation to the core functions described below;

Examples of activities previously undertaken by LGC include, dissemination of information from the EURL and other relevant sources, organisation of PT schemes in feed additives, provision of wider responses to specific enquiries where relevant. A plan of future activities will be agreed with the CA at contract start-up and annually thereafter.

(c) creating and maintaining an efficient two-way channel of communication with OLs and relevant laboratories and international organisations, including information on analytical methods and relevant legislation;

LGC has excellent communication channels with OLs, both directly and via the APA (Association of Public Analysts). Views are regularly sought from OLs on training requirements and topics for seminars etc. Communication is reinforced with dissemination via the NRL website, requests for feedback at meetings and seminars, and attendance at APA meetings. Paul Hancock is also the contracted training officer for the APA and attends APA training committee meetings in this capacity, this being another conduit for information exchange. Other members of LGC represent the UK at organisations such as Codex, ENGL, CEN (various working groups), Eurachem CIPM and CCQM.

(d) providing regular updates to the CA on NRL activities, and up-to-date information on UK OLs and other relevant laboratories to the CA as requested;

LGC will provide regular updates to the CA via the quarterly reports and annual review. Other more urgent updates will be provided on an ad-hoc basis.

(e) creation and maintenance of a dedicated website for communication of the work of the NRL including provision of advice and support to OLs, information on methods of analyses, Standard Operating Procedures (SOPs), latest developments and other background information.

LGC already hosts such a website, which can be developed and improved to accommodate information as detailed, and any further information as a result of discussions and requests from the CA.

Objective 2. Advice and representation within the UK and internationally

(a) providing impartial expert advice as requested to the CA, OLs and other relevant laboratories on analytical methodology in the context of official controls and risk assessment;

LGC will continue to respond to emerging issues on an impartial basis, having regard to current legislation and case law; information will be provided to the initial enquirer or more widely where relevant. Examples of previous advice given include; advice on low recoveries in vitamin A analysis and tolerances in amino acids in feeds (further details available on request). LGC will maintain a horizon scanning initiative to stay abreast of emerging issues within the feed additive sector, using every available source of information, such as RASFF notifications.

(b) representing the UK at relevant international meetings, and working groups, consulting the CA on objectives and requirements before each meeting and providing the CA with an internal report of the meeting within 10 working days of each meeting;

LGC will appoint a designated person as the primary contact with the FSA and that person will attend relevant meetings and provide feedback where required. A list of relevant meetings can be agreed with the FSA throughout the contract. Reports from each meeting will be provided along with a

quarterly summary. Suggestions would include the Feed 2021 Conference and the BSI AW10 working group on animal feed, and will be discussed with the FSA.

(c) participating in activities organised by international organisations and contributing to the scientific input at international meetings and in manner which supports UK policy based on best available scientific knowledge;

In addition to the activities described in section (b), LGC will participate in other relevant activities such as proficiency trials, input into international standards and working groups.

(d) advising the CA, OLs and other relevant laboratories on best scientific practice in testing for official controls purposes and undertaking activities in consultation with the CA that facilitate and promote their application in the UK within the policy aims of the CA;

Advice will be provided in response to individual enquiries or more generally, and will be provided via direct communication or as guidance notes as appropriate. Guidance notes will be written based on best science and agreed with the FSA prior to publication on the NRL website. In the case of emerging, issues advice on best scientific practice and methodology will be prioritised.

(e) keeping abreast of and advising the CA, OLs and other relevant laboratories of developments for the sampling, testing and detection of feed additives;

Changes to animal feed legislation will be identified by the Government Chemist quarterly legislation review, and additionally disseminated via the NRL website. Synergies with the Government Chemist programme allow this activity to be undertaken without charge. Horizon scanning initiatives and assessment of methodology during the authorisation process, will keep LGC staff abreast of developments in sampling, testing and detection of feed additives. Updates in such areas will be made through the NRL website and direct communication with the CA and OLs.

(f) identifying and informing the CA, OLs and other relevant laboratories of emerging analytical issues or developments at a national or international level and recommending action to address them;

Through relevant horizon scanning, whenever required LGC will identify and inform the CA, OL's and other relevant laboratories of emerging analytical issues or developments at a national, European or international level and recommend actions to address them.

(g) where appropriate, partake and/or keep abreast of standardisation activities (e.g. CEN, ISO, etc.) relevant to the work area.

LGC will continue to participate in standardisation activities where relevant, an example of current activities is participation in BSI AW10.

Objective 3. Production of standard operating procedures, codes of practice and guidance documents

(a) contributing to the development of standardised operating procedures, relevant codes of practice and guidance documents for use by OLs and other relevant laboratories, as requested by the CA.

LGC will continue to contribute to the development of standardised operating procedures, codes of practice and guidance documents. Drawing on the significant expertise of feed specialists, analytical chemists and statisticians, LGC remains well placed to offer robust contributions to method development, practical assessment or desk based review, this being carried out under our documented ISO17025 procedures.

Objective 4. Compliance assessment via audits and ring trials

(a) ensuring consistency and quality of testing approaches applied by UK OLs and other relevant laboratories, including advising on corrective action following adverse reports on OLs from UKAS;

LGC will provide advice on appropriate methodology and quality to ensure consistency and quality of testing approaches. Support can be provided in the form of technical help, guidance or more in-depth audits to assist in correcting adverse UKAS reports.

(b) planning and coordinating proficiency tests for UK OLs and other relevant laboratories as appropriate (taking into account the number of relevant laboratories), analysing and evaluating the outcome, informing the CA and OLs of the results and advising on further action;

LGC has significant experience of running proficiency tests for UK OL's and other relevant laboratories (a current example is the CBD in food ring trial funded by the FSA, Home office and BEIS Office for Product Safety and Standards – Jan- March 2021). Drawing on the expertise of, inter alia, the reference materials team and statisticians, performance schemes can be designed, executed and robustly evaluated. Once complete, assistance can be provided to individual laboratories in the event of adverse performance.

(c) co-ordinating the participation of UK OLs and other relevant laboratories in international method validation studies and other initiatives, informing the CA and OLs of the results and advising on further action;

Through horizon scanning activities, LGC will notify the OL's and other relevant laboratories of any appropriate method validation studies or other initiatives, provide a summary report and advise on any further required action.

(d) where relevant, participating in proficiency tests and method validation studies organised by international organisations, informing the CA of the results and implementing any corrective measures required;

LGC will continue to participate in relevant proficiency tests and method validation and inform the CA of the outcomes. Corrective measures will be implemented, if required, as part of LGC's routine ISO 17025 quality procedures.

Please note that administration of specific PT rounds for OL labs is not included within the financial template. Provision of such activities will be agreed in consultation with the CA, subject to available budget and variation to contract.

(e) co-ordinating training exercises to promote best laboratory practice in respect of analysis.

Training can be provided in a variety of forms. Individual advice can be offered following adverse results in performance testing schemes or ring trials, or in response to requests where labs require assistance with a specific method (either when setting up a new method or on-going performance issues with an existing method). More formalised training can be delivered on specific topics, either physically or virtually. Physical seminars can include any mix of traditional lectures, practical demonstration and hands-on worked examples. Topics can be agreed following input from the CA and other stakeholders, such as the APA training committee.

Please note that provision of training events is not included within the financial template. Provision of training events will be agreed in consultation with the CA, subject to available budget and variation to contract.

Objective 5. Co-ordination within the UK of international initiatives

(a) where appropriate, co-ordinating the recommendations of international organisations related to the standardisation of testing methods.

LGC will disseminate recommendations of international organisations (eg ISO, CEN etc.) and appropriate information being provided by relevant trade organisations, via the NRL website and direct communication.

Objective 6. Communication of results and data use

(a) the Contractor shall ensure that the CA receives regular updates of any developments related to the core functions of the NRL;

LGC will keep the CA updated as to all activities, either via the regular update meetings, reports or as necessary ad-hoc updates.

(b) the Contractor shall notify the CA immediately by email of any deviations or significant unexpected situations which may affect the cost, specifications and timing of the annual work programme;

LGC will notify the CA by email of any such deviations as they arise.

(c) the Contractor shall notify the CA immediately by email of any unusual occurrences resulting from any of the core functions of the NRL;

LGC will notify the CA by email of any unusual occurrences resulting from any of the core functions of the NRL.

(d) The Contractor shall provide annual reports of work summarising all activities completed as part of their annual work programme, to the CA by 31st March each year. Annual reports will be approved by the CA prior to publication by NRLs on NRL dedicated websites. If requested by the CA, the Contractor may also need to provide interim reports during the annual work programme;

As per the current NRL contract, LGC will continue to provide an annual written summary report of all activities carried out under NRL functions. The CA has been satisfied with the current format and content, but any potential improvements can be discussed during contract implementation. Interim reports can be provided upon request

(e) any results or reports arising from the work of the NRL will not be communicated to any external parties without the written permission of the CA;

LGC will not communicate to any external party results or reports arising from the work of the NRL without written permission from the CA.

(f) the use of the data for presentations and/or papers will not be permitted unless written permission has been sought and given by the CA;

Data arising from NRL work will not be used by LGC in presentations or papers without written permission from the CA.

(g) the Contractor will maintain records. Retention periods will be agreed and defined in the contract and if necessary the contractor will assist with transfer of archived reference material;

All records will be retained by LGC for the required period (to be agreed at contract start-up). LGC is experienced in managing records in accordance with the requirements of ISO 17025 and ISO 9001.

(h) in other work related to the core functions of the NRL, the specified deadlines agreed between the CA and the Contractor should be met;

LGC will provide appropriate resource to the contract to ensure agreed deadlines are met. This is facilitated by the NML Programme management team (a short description of its role is available in this tender)

(i) if necessary, at the end of the Contract all information and data gained from, and required for, NRL function over the course of the Contract will be handed over to the CA. This will include assisting with transfer of archived reference materials;

LGC agrees to transfer all information and data to the CA at the end of the contract, including archived reference material.

(j) provide an internal report of meetings with other organisations within 10 working days of the meeting.

LGC agrees to provide reports of meetings within 10 working days of the meeting.

(k) the Contractor will engage in quarterly dialogues with the CA to review contract management requirements and update on progress against work programme. Informal monthly check-ins with the CA may also be organised to ensure any potential or evolving issues are flagged and work is kept on track;

LGC will appoint a designated project leader, who will act as the principal point of contact. This person will arrange the quarterly meetings and provide more informal monthly updates as required. This person would also act as the main point of liaison in the event of an emerging issue which required more rigorous communication between LGC and the CA.

Based on our prior experience with the NRL Feed Additive position, an excellent route of communication and dialogue between the NRL and the CA has been maintained through regular informal catch-ups and dialogue facilitated through face to face meetings, phone, E-mail and video/tele-conferencing facilities. This comprehensive approach will be augmented through the formal involvement of an LGC Key Account Manager, who will assist the NRL project leader for commercial and contractual matters.

(l) the Contractor will organise regular network meetings, as appropriate and on at least an annual basis to update their official controls networks and CA on method updates, enforcement, training and other relevant information issues and to discuss PT programmes and results;

In addition to the regular and ad-hoc communication between LGC and the OL's, an annual review and planning meeting will be held, with the above topics included in the agenda. The meeting can be held physically or virtually.

(m) the Contractor will review NRL finances regularly and communicate spending, including a break-down of costs, with the CA on a monthly basis.

LGC will provide a monthly statement to the CA, giving details of spend during that month and running total (on an annual basis).

Part 2: Feed Additive Regulated Product Authorisation

It is required for the NRL feed additives to undertake a scientific evaluation of the analytical method documentation submitted by the applicant, and if necessary, for full method testing and potentially (inter-comparison) validation for feed additive authorisations, defined as being:

- A new feed additive
- A new use of an existing feed additive
- An existing feed additive
- Under a change in terms of existing feed additive
- A renewal of authorisation

Since leaving the European Union, the UK needs to have in place procedures for the rigorous assessment of applications for authorisation of placing feed additives on the UK market. The FSA, as the relevant Competent Authority, will assume the role of the European Food Safety Authority (EFSA) in relation to the responsibility for the main authorisation route and role, but there is a requirement for a laboratory to provide expert scientific services for the purposes of the method validation to contribute towards the overall authorisation procedure.

Under this project, LGC will provide scientific support services for the evaluation of analytical method documentation submitted by the applicant for feed additive authorisations in Great Britain.

Process

It is required that the applicant pays fees towards the laboratory costs of evaluation of the application. The NRL will confirm and agree costs with the FSA and the applicant. Additional fees may be charged during the evaluation process where supplementary testing or validation is required, as agreed with the applicant.

The applicant will send three Reference samples of the feed additive directly to the NRL and Reference standards of the pure active agents (where required) in the case of feed additives in accordance with EU Retained Regulation 378/2005. Additional reference samples may be requested by the NRL.

The NRL Feed will be responsible for:

- the reception, preparation, storage and maintenance of the reference samples and reference standards where applicable;
- evaluating the data provided by the applicant for authorisation to place the feed additive on the market, for the purpose of testing and evaluation or validation of the method for detection;
- the testing and evaluation or validation of the method for detection;
- submitting full evaluation reports to the FSA Risk team within 3 months from the date of receipt of a valid application and payment of fee. This period can be extended for complex applications or where supplementary information is requested.

LGC has been appointed as the authoriser for feed additives in the interim period (January-March 21), and has thus begun setting up a robust process for handling these authorisations. This process will continue under this project. Set-up costs will involve setting up an ISO 9001 application process, a method catalogue, storage processes, reporting templates, contract management processes, and dissemination and communications strategies. The initial set up will allow LGC to undertake a maximum of 77 authorisations per annum in the first instance This capacity will then be increased by a series of incremental 'ramp up' steps as necessitated by case volume (please note that this can be faster if required and in agreement with the FSA).. For further information, see Figure 1 (p8) and the financial template. This bid also recognises there may be significant operational uncertainty

regarding the total number of authorisations that may be required to be assessed per year. This project addresses this by proposing a financial envelope to accommodate the varied number of authorisations, whilst maintaining core capability and delivery in this area, providing flexibility to the FSA and demonstrating value for money.

Figure 1: Proposed phased approach to increase in capacity**, showing increment costs, cumulative costs, and timescale. Ramp up steps are contingent upon case volume and are incremental. For further information, please see the financial template**. Figures are for illustrative timeline only – actual timelines to be agreed according to demand and in agreement with the CA.

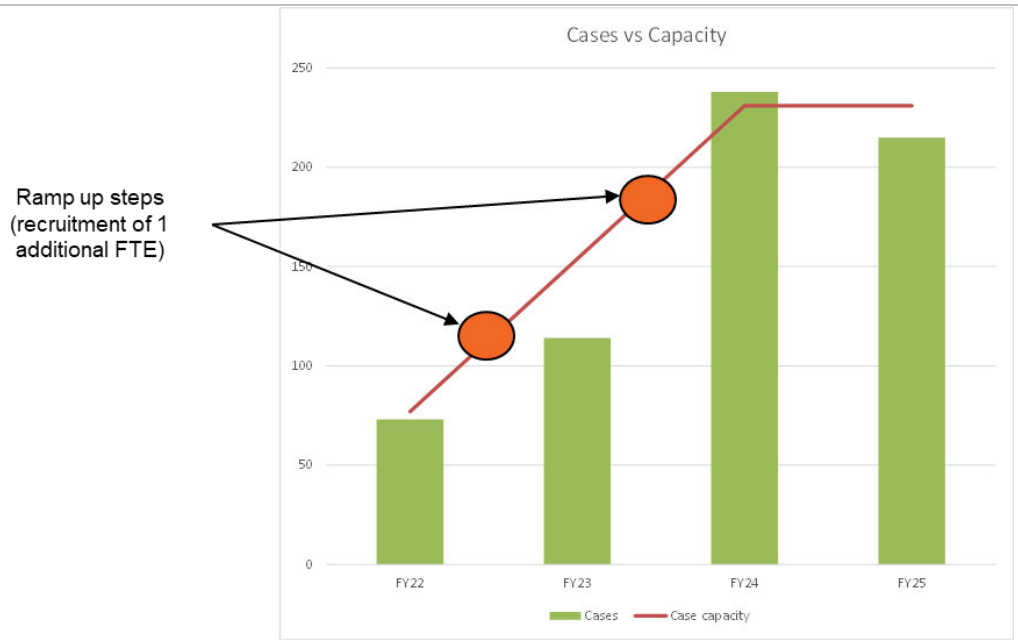


***Figure 2: Proposed phased approach to increase in capacity**, showing case capacity vs caseload, and timescale – **based on CA best estimate of case load during contract lifetime.** Ramp up steps are incremental and to be agreed with CA prior to implementation.*

Feed additive applications for GB markets

Existing feed additives may continue to be placed on the GB market after 31 December 2020. The FSA has established a process for the authorisation of regulated products such as feed additives, as outlined on the Food Standards Agency webpage.

LGC will establish an Operational Protocol which compliments the FSA's established process which codefies how LGC and FSA should work together from both an operational and commercial perspective, details key contacts, management information requirements etc.

Evaluation report to the FSA

The evaluation report should be submitted to the FSA within 3 months of receipt of method application and shall include:

d. an evaluation indicating if the methods of analysis in the data submitted in the application are suitable to be used for official controls;
e. an indication if testing of a method of analysis is considered necessary;
f. an indication if a validation of a method of analysis by an inter-comparison study is considered necessary.

As per the legislation, this submission period may be extended for complex applications or where supplementary information is requested.

The NRL Feed may wish to be assisted by scientific experts or official laboratories to help draft the evaluation report concerning data submitted in each application.

As part of the set up process for this project, LGC will establish a suite of fit-for-purpose reporting documents to ensure effective communication of the results of applications. Clear lines of communication will be maintained between LGC and the FSA through email, teleconference, and face-to-face meetings (where appropriate). This will facilitate regular review of applications in progress and in the pipeline, thus ensuring all stakeholders are well appraised of the current caseload and likely reporting timelines. LGC is committed to providing reports within the FSA's requested timeframe (see project plan, below); but we also recognise that in certain cases this may be challenging due to uneven caseload or case complexity. In these instances, communication between LGC and the FSA will ensure that all stakeholders are kept appraised of progress.

LGC has developed a network of experts including Public Analysts, technical specialists, and legal professionals who can be consulted to assist in delivery of this work if required.

Database

The contractor is required to have the capacity and capability to create a national Feed Additive database including the storing and archiving of samples. This database should be accessible to all GB OCLs and the FSA as they will be required to share the methods and control materials and hold samples for the duration of the contract.

LGC has the ability to create and host a national database on feed additives, that will be accessible through the NRL website, either as restricted access or public access, to be agreed with the CA. The database will hold all relevant information on each additive, including methods of analysis. Provision has been made for the storage of reference samples of each additive, using the expertise of the proficiency test materials team, who operate to ISO 17034.

A "database" will be developed, referred to more simply as a Compendium as it will list all UK validated methods for feed additives authorised in the UK along with relevant control materials. This format will mitigate potential issues regarding GDPR and IP of housing of data in an official database, as information will be simply listed in a searchable format, saving the FSA costs associated with setting up an official database as part of this project.

This Compendium will be actively curated and maintained, housing all of the methods validated as part of the authorisation process, providing secured access to all GB Official Control Laboratories and the FSA. This will house a searchable list of methods which will be made available to the stakeholders via clickable links which will forward the user to .pdf versions of the validated method. In addition, the Compendium will provide a list of the relevant control materials supplied by the applicants as part of the authorisation process.

LGC has demonstrable expertise and in-depth knowledge of providing such Compendiums in a secure manner, as illustrated by the list of FSA and Defra validated methods and research projects associated with food analysis, as housed on the Food Authenticity Network website (http://www.foodauthenticity.uk/methods). It is proposed that such a user-friendly interface be adopted as part of this project to promote easy (but secured) access to validated methods without being overly complex.

Depending upon the exact nature of the information held, and in discussions with the FSA, this information can be housed in a variety of formats, for example as a searchable Excel workbook or work sheets. LGC has a number of options available to enable restricted sharing of the Compendium to external parties. Platforms routinely used across the business that would meet the immediate needs of this requirement include both Microsoft SharePoint and Nextcloud. These products are housed on LGC's datacentres so conform to the necessary security requirements. User names and unique passwords can be generated to prevent unauthorised access.

In terms of storage of control materials provided by applicants as part of the authorisation process, LGC houses multiple dedicated secure walk-in cold room facilities, as well as many independent fridges and freezers and -80ºC storage facilities. All of these are independently serviced and monitored to ensure they are fit for purpose and maintain their temperature. As part of an accepted quality management system to ISO 9001 certification, samples stored in these facilities will be given unique ID numbers for traceability and also entered onto a secure electronic register.

Primary temperature monitoring and recordings are conducted on a daily basis using traceable ISO 9001 digital calibrated fridge/freezer sensors and documented appropriately as part of an audit trail. As a secondary system, a real-time online system based on a wireless temperature monitoring system (using individually ISO 9001 calibrated sensors) log data in real-time and store these on a cloud platform and accessible interface. The system is available 24 hours a day therefore providing a greater resilience to act accordingly especially with out of standard working hours – should the temperature fall outside pre-defined operating limits, audible alarms are triggered and dedicated appropriate members of staff are alerted via automatic text messages and email. This system has a 24 hour service contract in place. A further layer of resilience is applied to our walk in cold room which is also monitored 24 hours by our overall BMS temperature monitoring system and recorded by our in-house building services system.

Storage and maintenance of control materials and samples will be augmented and supported by the vast knowledge and experience of LGC Standards and the National Measurement Laboratory reference material production team. LGC Standards operate across 120 countries worldwide, as an authorised distributor and producer of reference materials under ISO/IEC 17025:2017 and accredited to ISO 17034. LGC Standards supports a portfolio of 300,000+ reference materials and analytical standards, to check the quality and metrological traceability of products, to validate analytical measurement methods, for research and development, and for the calibration of instruments. As the UK's designated institute for chemical and bio-measurement, LGC uses the most advanced analytical techniques to characterise reference standards, ensuring the scientific integrity of the data contained in any Certificate of Analysis can be relied upon. LGC provides proficiency testing schemes accredited to ISO 17043 which are used by more than 13,000 participant labs worldwide. The knowledge provided by LGC Standards will be used to help ensure samples are kept safely, securely and appropriately.

Charging Approach

The charging structure listed below is as set out in EU retained law under the Animal Feed (Amendment) (EU Exit) Regulations 2019 based on authorisation type and analytical status:

- **New feed additive:**
  A single balanced cost required for applications

- **New use of an existing feed additive:**
  A single balanced cost required for applications

  c) Reference samples shall not be required where samples for another use have already been submitted, based on Art.3(4a) of Regulation 378/2005.
  d) An evaluation report shall not be required where samples for another use have already been evaluated, based on Art.5(4a) of Regulation 378/2005. (No cost only when both (a) & (b) are met)

- **Existing feed additive (Art.10(2) of Regulation (EC) No 1831/2003) re-authorisation:**
  A single balanced cost required for applications where legally defined (multiplication factors may apply):

  c) For groups of feed additives within the same functional group (and sub-classification) excluding chemically defined flavourings, zootechnical additives, coccidiostats & histomonostats using multi-analyte methods.
  d) For groups of chemically defined flavourings using multi-analyte methods.

- **Changing terms of authorisation (Modification) - Article 13(3) of Regulation (EC) No 1831/2003:**
  A single balanced cost required for applications

  c) Reference samples shall not be required where the characteristic of the feed additive and analytical method is not affected compared to the previous NRL submission, based on Art.3(4b) of Regulation 378/2005.
  d) An evaluation report shall not be required where the modification falls within the existing analytical scope based on Art.5(4b) of Regulation 378/2005. No cost only when both (a) & (b) are met

- **Renewal of authorisation**:
  A single balanced cost required for applications

  No cost only if already evaluated, based on Art.5(4c) of Regulation 378/2005

[redacted]

[redacted]

Annual Report to FSA

In addition to the analytical evaluation reports of feed additive applications, the NRL must also provide an annual summary report to the FSA at year end. The summary report should include the NRL routine work as well as the summary of the method evaluations carried out for authorising feed additives. The latter should include the date of FSA request, the evaluation name/code, confirmation of amount charged and the date the report was sent to the FSA.

Under the current NRL contract, LGC provides an annual written summary report of all activities carried out under NRL functions, and will continue to do so. The CA has been satisfied with the current format and content, but any potential improvements can be discussed during contract implementation. Interim reports can be provided upon request.

Unique benefits that LGC affords to the project

The National Reference Laboratories (NRLs) are a critical part of our national infrastructure for delivering a safe and authentic food and feed system. The role of NRLs is to provide scientific advice and support to Official Laboratories (OLs) for food and feed safety official control testing and to help towards ensuring a harmonised approach to food and feed enforcement. UK based NRLs play a pivotal role following the completion of EU exit as they incorporate some of the activities previously performed by the European Reference Laboratories, including sharing and developing new and emerging intelligence, methodologies, reference materials and training.

The feed additives NRL will provide support to the UK official control laboratories (OCLs) for feed additive control and will be required to identify and participate as an independent expert at international additives meetings and networks to build expertise and knowledge in the area.

LGC propose to continue to bring the following key-benefits and added value aspects to their continued role as NRL for feed additives, based on the following qualifying criteria for provision of the NRL services listed in the tender specifications:

Secretariat Services:

- *Pre-established communication channels with the FSA and all OCLs, augmented through the Association of Public Analysts Training Officer appointment*
- *Provision and maintenance of NRL feed additives webpages.*

Advice and representation with the UK and internationally:

- [redacted]

Provision of guidance and SOPs:

- *LGC has extensive experience in measurement research and is able to provide advice in a wide range of areas. As part of our ISO17025 accreditation, quality documents, for example work instructions, SOPs and quality procedures, are regularly written and reviewed. This knowledge and experience will be utilised to review proposed international and national and in-house methods.*
- *Summary information on methods of analysis can be added to the NRL website as required.*

Compliance assessment:

- *LGC possess ISO/IEC 17025:2017 accreditation for a range of methods using techniques such as Gravimetric, HPLC-Fluorescence, HPLC-UV, Real-Time PCR, Digital PCR, ICP-OES, ICP-MS and IDMS*
- *Feed additives encompass a wide range of different compounds. To demonstrate competency in a comprehensive range of methods and techniques a significant number of proficiency tests (PTs) are participated in annually. As the availability of feed and feed additive PT rounds is limited, relevant food rounds as also included in our regular schedule. In 2020, the Office of the Government Chemist team reported results for 30 analytes from 10 FAPAS PT rounds. 93% of the results reported obtained z-scores of ≤2, thus demonstrating the knowledge to assess the suitability of analytical methodology to a specific feed additive*
- *LGC has significant experience in organising and running PT schemes and training exercises, for example a trial to establish OCLs performance for the determination of elements in animal feed. Also, the reference material production team in Teddington is available to assist in the production of reference / quality control materials, if required.*
- *Internal audits are regularly carried out by LGC's experienced quality team lead by Natasha Heath, these audits are in addition to the annual assessment by UKAS and BSI for the ISO 9001 accreditation. Following each audit, findings and recommendations are actioned within a set period of time and areas for continuous improvements identified.*

- *BS EN ISO 9001:2015 (BS5750 Part 1) Granted March 1994, all laboratory activities are covered, i.e. both scientific and support activities, e.g. customer relations and financial services.*

Coordination within the UK of international activities:

- [redacted]
- *LGC has an experienced training team who regularly provide training to external and internal participants virtually and physically, either at LGC's offices in Teddington or bespoke on-site with the customers. Examples of training courses include method validation, proficiency testing in the laboratory and laboratory management.*

Communication of results and data use:

- *LGC has a robust arrangement of project managers and contract managers who liaise regularly with lab staff to ensure the smooth running and progress of projects.*
- *LGC will work with the CA to develop robust, secure means of communicating the outcomes of assessments and transfer of other data.*

LGC was appointed as the NRL for feed additives in 2009, receiving consistent and positive feedback from OCLs, the FSA, the EURL and other UK stakeholders. This proposal allows LGC to bring together a wealth of expertise, technical knowledge and hands-on functionality to continue to deliver continued and consistent coverage of the UK NRL position for feed additives, to time, quality and budget, in the face of EU exit.

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 should be numbered in the same way as the objectives and should be clearly linked to each of the objectives. Please also attach a chart illustrating the proposed plan.

Part 1: NRL service

01 OBJECTIVE 01:SECRETARIAT SERVICES

Task 1.a	**Disseminating relevant information/advice to the CA, when required, OLs and other relevant laboratories in a timely and effective manner** *Information will be delivered by a range of avenues as appropriate, for example stakeholder events, bulk communications eg emailed newsletters, and provision of information in response to direct queries.*
Task 1.b	**Co-ordinating the activities of OLs and other relevant laboratories in food in relation to the core functions described below** *LGC will coordinate the activities of OCLs and other relevant laboratories in relation to the core functions described.*
Task 1.c	**Creating and maintaining an efficient two-way channel of communication with OLs and relevant laboratories and international organisations, including information on analytical methods and relevant legislation** *Contact details for the NRL are available so that a point of contact is maintained between the EURL and the OCLs.* *Paul Hancock is the APA Training Officer and is responsible for organising training tailored to the needs of the APA. It is proposed that regular NRL updates are given at APA Training Committee meetings.*
Task 1.d	**Providing regular updates to the CA on NRL activities, and up-to-date information on UK OLs and other relevant laboratories to the CA as requested**

	LGC will provide regular updates to the CA via the quarterly reports and annual review. Other more urgent updates will be provided on an ad-hoc basis.
Task 1.e	**Creation and maintenance of a dedicated website for communication of the work of the NRL including provision of advice and support to OLs, information on methods of analyses, Standard Operating Procedures (SOPs), latest developments and other background information.** *The NRL page on the LGC website will be maintained and relevant information, such as the NRL newsletters, will be added regularly.*

02 OBJECTIVE 02:ADVICE AND REPRESENTATION WITHIN THE UK AND INTERNATIONALLY

Task 2.a	**Providing impartial expert advice as requested to the CA, OLs and other relevant laboratories on analytical methodology in the context of official controls and risk assessment;** *LGC will continue to advise the FSA, UK OLs and other relevant laboratories as required. In cases, where the advice is relevant to all OLs, it is proposed that it will be anonymised and placed on the LGC NRL webpage and the members' area of the APA website as appropriate.*
Task 2.b	**Representing the UK at relevant international meetings, and working groups, consulting the CA on objectives and requirements before each meeting and providing the CA with an internal report of the meeting within 10 working days of each meeting** *A designated person will attend relevant meetings and provide feedback where required. A list of relevant meetings can be agreed with the FSA throughout the contract. Reports from each meeting will be provided along with a quarterly summary.*
Task 2.c	**Participating in activities organised by international organisations and contributing to the scientific input at international meetings and in manner which supports UK policy based on best available scientific knowledge** *LGC will participate in relevant activities such as proficiency trials, input into international standards and working groups.*

Task 2.d	**Advising the CA, OLs and other relevant laboratories on best scientific practice in testing for official controls purposes and undertaking activities in consultation with the CA that facilitate and promote their application in the UK within the policy aims of the CA** *LGC will advise the CA, OCLs and other relevant laboratories on best scientific practice in testing for Official Controls. Activities will be carried out, in consultation with the FSA that facilitate and promote their application in the UK within the policy aims of the CA.*
Task 2.e	**Keeping abreast of and advising the CA, OLs and other relevant laboratories of developments for the sampling, testing and detection of feed additives** *Horizon scanning will keep LGC's technical experts abreast of issues or developments in relation to sampling and analysis of feed additives and in related areas. This information will be disseminated to the FSA, OCLs and other relevant laboratories.*
Task 2.f	**Identifying and informing the CA, OLs and other relevant laboratories of emerging analytical issues or developments at a national or international level and recommending action to address them** *LGC will identify and inform the FSA, OCLs and other relevant laboratories of emerging analytical issues or developments at a national, European or international level and recommend actions to address them.*
Task 2.g	**Where appropriate, partake and/or keep abreast of standardisation activities (e.g. CEN, ISO, etc.) relevant to the work area** *LGC will continue to participate in standardisation activities where relevant.*

03 OBJECTIVE 03: PRODUCTION OF STANDARD OPERATING PROCEDURES, CODES OF PRACTICE AND GUIDANCE DOCUMENTS

Task 3.a	**Contributing to the development of standardised operating procedures, relevant codes of practice and guidance documents for use by OLs and other relevant laboratories, as requested by the CA.** *LGC will contribute to the development of Standard Operating Procedures, codes of practice and guidance documents for use by OCLs and other relevant laboratories, as requested by the CA.*

04 OBJECTIVE 04: COMPLIANCE ASSESSMENT VIA AUDITS AND RING TRIALS

Task 4.a	**Ensuring consistency and quality of testing approaches applied by UK OLs and other relevant laboratories, including advising on corrective action following adverse reports on OLs from UKAS** *LGC will provide advice on appropriate methodology and quality to ensure consistency and quality of testing approaches.*
Task 4.b	**Planning and coordinating proficiency tests for UK OLs and other relevant laboratories as appropriate (taking into account the number of relevant laboratories), analysing and evaluating the outcome, informing the CA and OLs of the results and advising on further action** *Performance schemes can be designed, executed and robustly evaluated. Once complete, assistance can be provided to individual laboratories in the event of adverse performance.*
Task 4.c	**Co-ordinating the participation of UK OLs and other relevant laboratories in international method validation studies and other initiatives, informing the CA and OLs of the results and advising on further action** *LGC will notify the OL's and other relevant laboratories of any appropriate method validation studies or other initiatives, provide a summary report and advise on any further required action.*
Task 4.d	**Where relevant, participating in proficiency tests and method validation studies organised by international organisations, informing the CA of the results and implementing any corrective measures required** *LGC will continue to participate in relevant proficiency tests and method validation studies, and inform the CA of the outcomes.*
Task 4.e	**Co-ordinating training exercises to promote best laboratory practice in respect of analysis** *Training can be provided in a variety of forms and topics can be agreed following input from the CA and other stakeholders, such as the APA training committee.*

05 OBJECTIVE 05: CO-ORDINATION WITHIN THE UK OF INTERNATIONAL INITIATIVES

Task 5.a	**where appropriate, co-ordinating the recommendations of international organisations related to the standardisation of testing methods** *LGC will disseminate recommendations of international organisations and appropriate information being provided by relevant trade organisations, via the NRL website and direct communication.*

06 OBJECTIVE 06: COMMUNICATION OF RESULTS AND DATA USE

Task 6.a	**The Contractor shall ensure that the CA receives regular updates of any developments related to the core functions of the NRL** *LGC will keep the CA updated as to all activities, either via the regular update meetings, reports or as necessary ad-hoc updates.*
Task 6.b	**The Contractor shall notify the CA immediately by email of any deviations or significant unexpected situations which may affect the cost, specifications and timing of the annual work programme** *LGC will immediately notify the CA by email of any such deviations.*
Task 6.c	**The Contractor shall notify the CA immediately by email of any unusual occurrences resulting from any of the core functions of the NRL** *LGC will notify the CA by email of any unusual occurrences resulting from any of the core functions of the NRL.*
Task 6.d	**The Contractor shall provide annual reports of work summarising all activities completed as part of their annual work programme, to the CA by 31st March each year. Annual reports will be approved by the CA prior to publication by NRLs on NRL dedicated websites. If requested by the CA, the Contractor may also need to provide interim reports during the annual work programme** *LGC will provide an annual written summary report of all activities carried out under NRL functions. Interim reports can be provided upon request.*

Task 6.e	**Any results or reports arising from the work of the NRL will not be communicated to any external parties without the written permission of the CA** *LGC will not communicate to any external party results or reports arising from the work of the NRL without written permission from the CA.*
Task 6.f	**The use of the data for presentations and/or papers will not be permitted unless written permission has been sought and given by the CA** *Data arising from NRL work will not be used by LGC in presentations or papers without written permission from the CA.*
Task 6.g	**The Contractor will maintain records. Retention periods will be agreed and defined in the contract and if necessary the contractor will assist with transfer of archived reference material** *All records will be retained by LGC for the required period (to be agreed at contract start-up).*
Task 6.h	**In other work related to the core functions of the NRL, the specified deadlines agreed between the CA and the Contractor should be met** *LGC will provide appropriate resource to the contract to ensure agreed deadlines are met.*
Task 6.i	**If necessary, at the end of the Contract all information and data gained from, and required for, NRL function over the course of the Contract will be handed over to the CA. This will include assisting with transfer of archived reference materials** *LGC agrees to transfer all information and data to the CA at the end of the contract, including archived reference material.*
Task 6.j	**Provide an internal report of meetings with other organisations within 10 working days of the meeting** *LGC agrees to provide reports of meetings within 10 working days of the meeting.*
Task 6.k	**The Contractor will engage in quarterly dialogues with the CA to review contract management requirements and update on progress against work programme. Informal monthly check-ins with the CA may also be organised to ensure any potential or evolving issues are flagged and work is kept on track**

	LGC will appoint a designated contract manager, who will act as the principal point of contact. This person will arrange the quarterly meetings and provide more informal monthly updates as required. This person would also act as the main point of liaison in the event of an emerging issue which required more rigorous communication between LGC and the CA.
Task 6.l	**The Contractor will organise regular network meetings, as appropriate and on at least an annual basis to update their official controls networks and CA on method updates, enforcement, training and other relevant information issues and to discuss PT programmes and results** *In addition to the regular and ad-hoc communication between LGC and the OL's, an annual review and planning meeting will be held, with the above topics included in the agenda. The meeting can be held physically or virtually.*
Task 6.m	**The Contractor will review NRL finances regularly and communicate spending, including a break-down of costs, with the CA on a monthly basis** *LGC will provide a monthly statement to the CA, giving details of spend during that month and running total (on an annual basis).*

Gantt chart to show activities carried out on a monthly basis for the 2021-2022 financial year. These activities will be repeated on a yearly basis for the duration of the project. Please note that the Core Objectives and Tasks are labeled in line with the above sectio

Core function	Task	Brief Description	Month										
			1 Apr	2 May	3 Jun	4 Jul	5 Aug	6 Sep	7 Oct	8 Nov	9 Dec	10 Jan	11 Feb
1		**Secretariat services**											
	1.a	Dissemination											
	1.b	OL coordination											
	1.c	OL communication											
	1.d	Regular updates											

	1.e	Update NRL Webpages													
2		**Advice and Representation**													
	2.a	Provision of advice													
	2.b	International meetings													
	2.c	International activities													
	2.d	Covered by Core function 1													
	2.e	Horizon scanning													
	2.f	Covered by Task 1.a													
	2.g	Standardisation activities													
3		**Provision of guidance**													
	3.a	Guidance/SOPs													
4		**Compliance assessment**													
	4.a	Monitor quality													
	4.b	Coordinate PT													
	4.c	OCL coordination													
	4.d	PT participation													
	4.e	Training exercises													
5		**International initiatives**													
	5.a	International guidance													
6		**Communication of results**													
	6.a	Regular updates													
	6.b-6.c	Function updates													
	6.d	Annual report													

	6.e-6.j	Contract management											
	6.k	Quarterly meetings (*if required)											
	6.l	Network meetings											
	6.m	Financial updates											

Figure 3: Routine NRL activities Gantt chart

Part 2: Feed Additive Regulated Products Authorisation

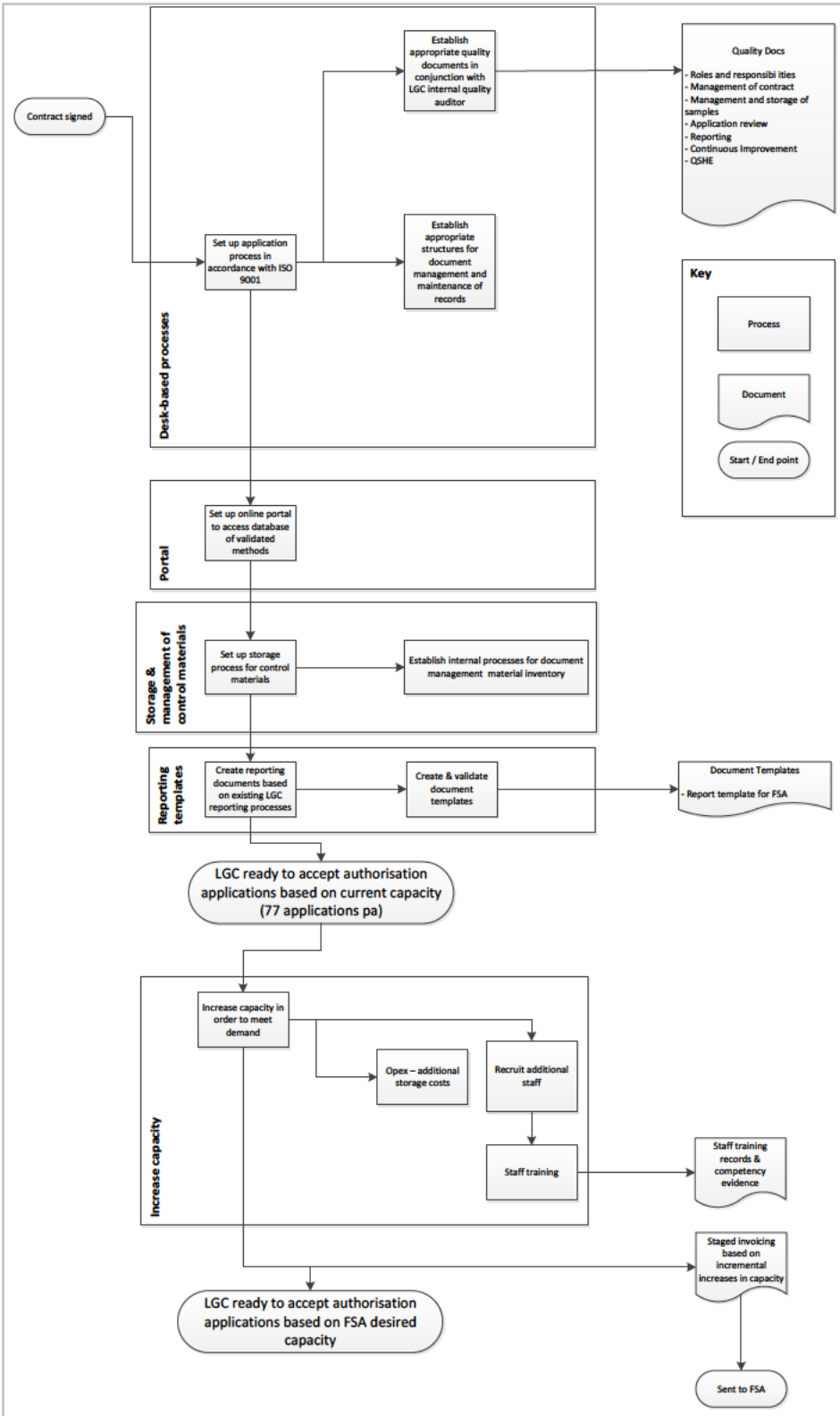
Objective 01 – infrastructure development

This objective will underpin the provision of a support structure to build a resilient base for all feed additive method validation authorisations.

This process will complete the infrastructure set up process which was started under the current NRL Feed Additive contract.

This will consist of the following tasks:

Following agreement and confirmation from the FSA as to the templates and pro-formas used as part of the application process, L will provide written guidance for help during the authorisation process for the stages including the initial application, submission an appraisal of the scientific dossier regarding the method, expected turnaround times, payment procedure from the applicant, docum templates, and other related information. The "setup process" flow diagram below provides additional detail on each of the steps involved in the infrastructure development.


Contract signed
Desk-based processes
Establish appropriate quality documents in conjunction with LGC internal quality auditor
Quality Docs
- Roles and responsibi ities
- Management of contract
- Management and storage of samples
- Application review
- Reporting
- Continuous Improvement
- QSHE
Set up application process in accordance with ISO 9001
Establish appropriate structures for document management and maintenance of records
Key
Process
Document
Start / End point
Portal
Set up online portal to access database of validated methods
Storage & management of control materials
Set up storage process for control materials
Establish internal processes for document management material inventory
Reporting templates
Create reporting documents based on existing LGC reporting processes
Create & validate document templates
Document Templates
- Report template for FSA
LGC ready to accept authorisation applications based on current capacity (77 applications pa)
Increase capacity
Increase capacity in order to meet demand
Opex – additional storage costs
Recruit additional staff
Staff training
Staff training records & competency evidence
Staged invoicing based on incremental increases in capacity
LGC ready to accept authorisation applications based on FSA desired capacity
Sent to FSA

FSA feed additive authorisation proce

Figure 4: **Set up of authorisation process** (link to embedded file also provided)

Objective 02 – Maintenance of Infrastructure

This objective will ensure maintenance of competency of core activities in support of the UK authorisation process.

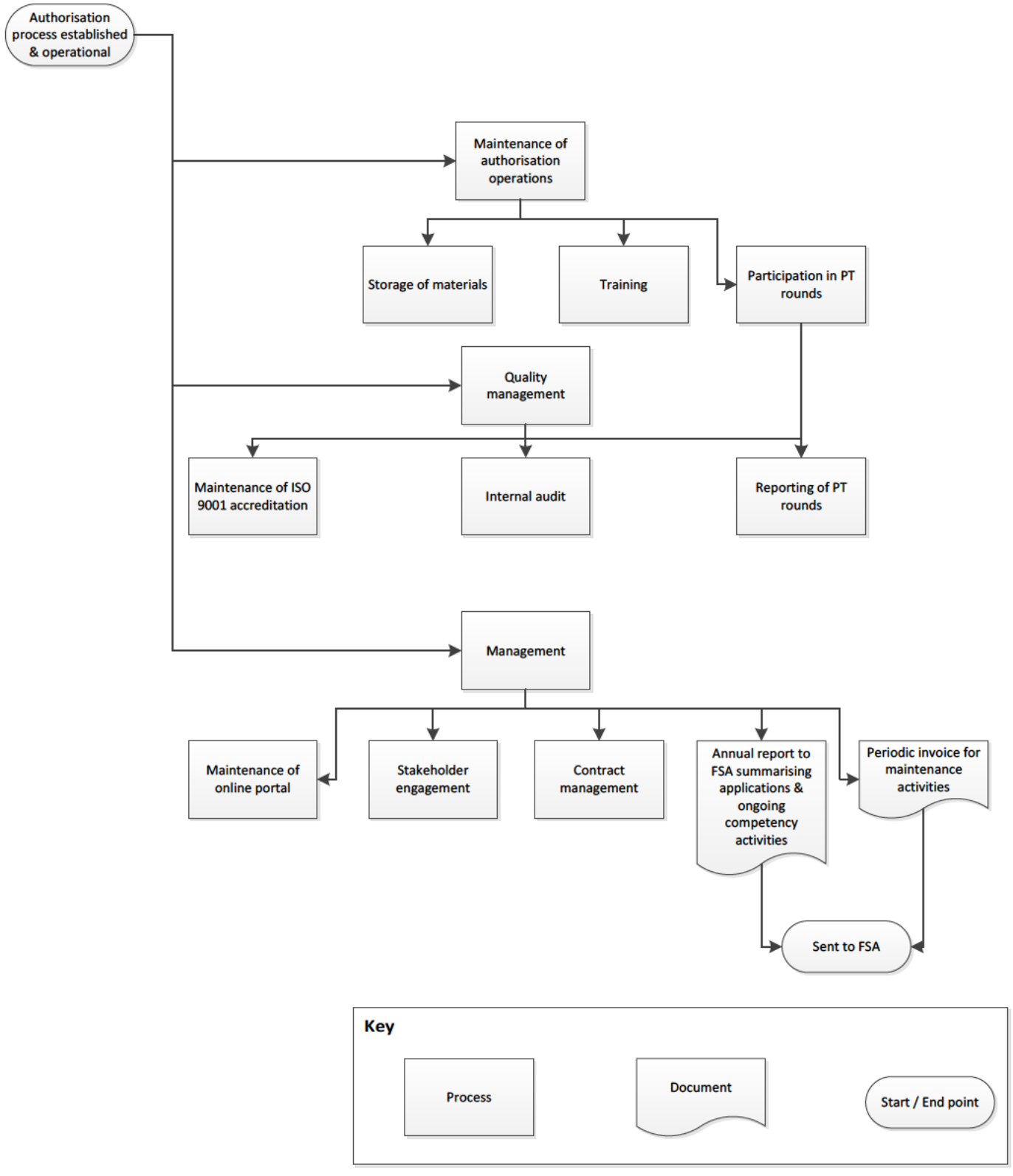


Figure 5: **Set up of authorisation process**

Objective 03 – Core authorisation activities

Evaluation of applications as per FSA specification

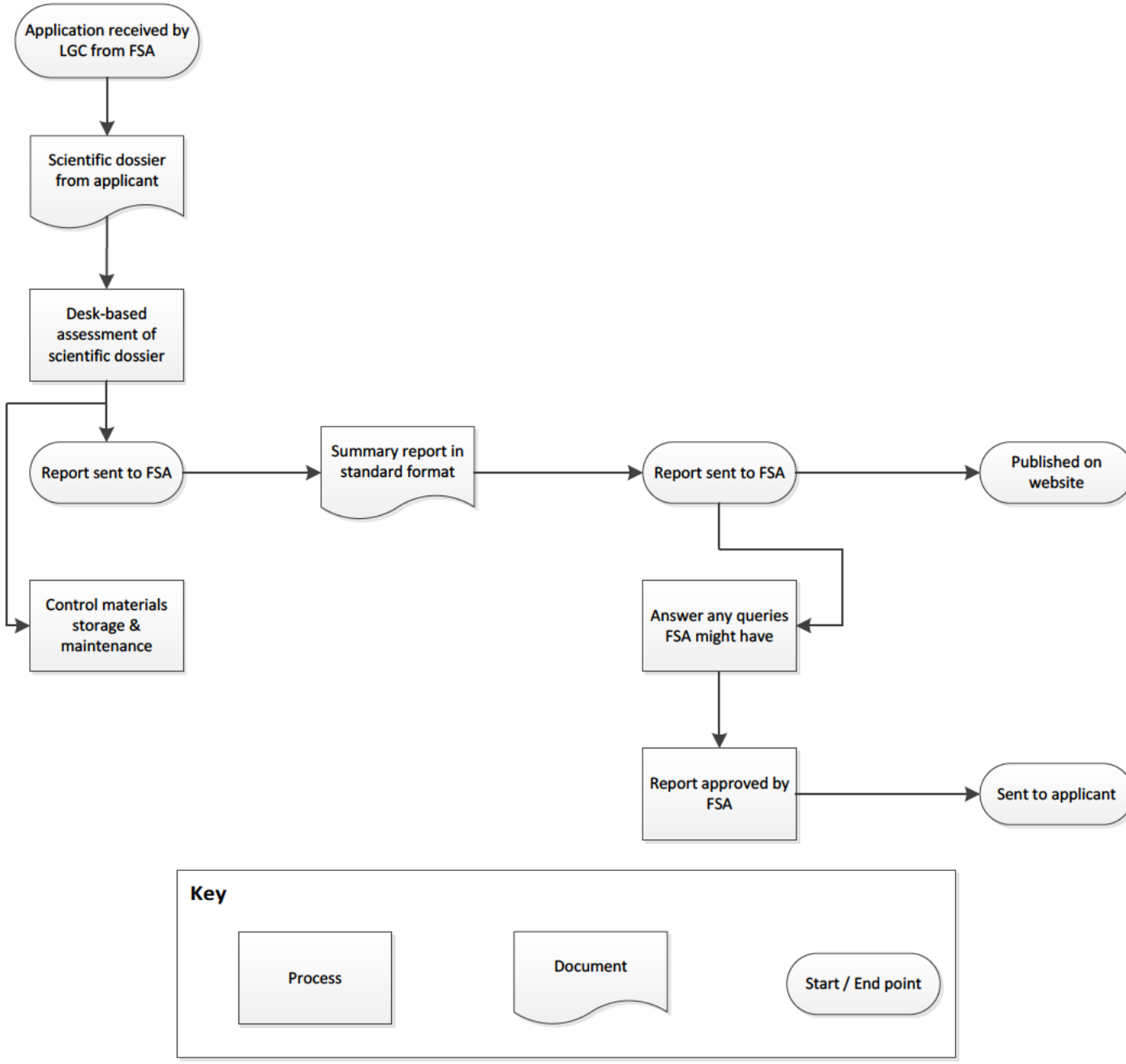


Figure 6: **Feed additive authorisation process**

B.Deliverables

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

Please insert additional rows to the table below as required.

The activities will be repeated on a yearly basis for the duration of the project.

Part 1: NRL service

Deliverable number or MILESTONE IN ORDER OF EXPECTED ACHIEVEMENT	Target Date	TITLE of Deliverable or milestone
1.e	30/08/2021	Update NRL webpages
6.m	31/08/2021	Financial update
1.e	30/09/2021	Update NRL webpages
6.k	30/09/2021	Quarterly meetings (*if required)
6.m	30/09/2021	Financial update
6.m	31/10/2021	Financial update
6.m	30/11/2021	Financial update
1.e	31/12/2021	Update NRL webpages
6.k	31/12/2021	Quarterly meetings (*if required)
6.m	31/12/2021	Financial update
6.m	31/01/2022	Financial update
6.m	28/02/2022	Financial update
1.e	31/03/2022	Update NRL webpages
2.b	31/03/2022	International meetings

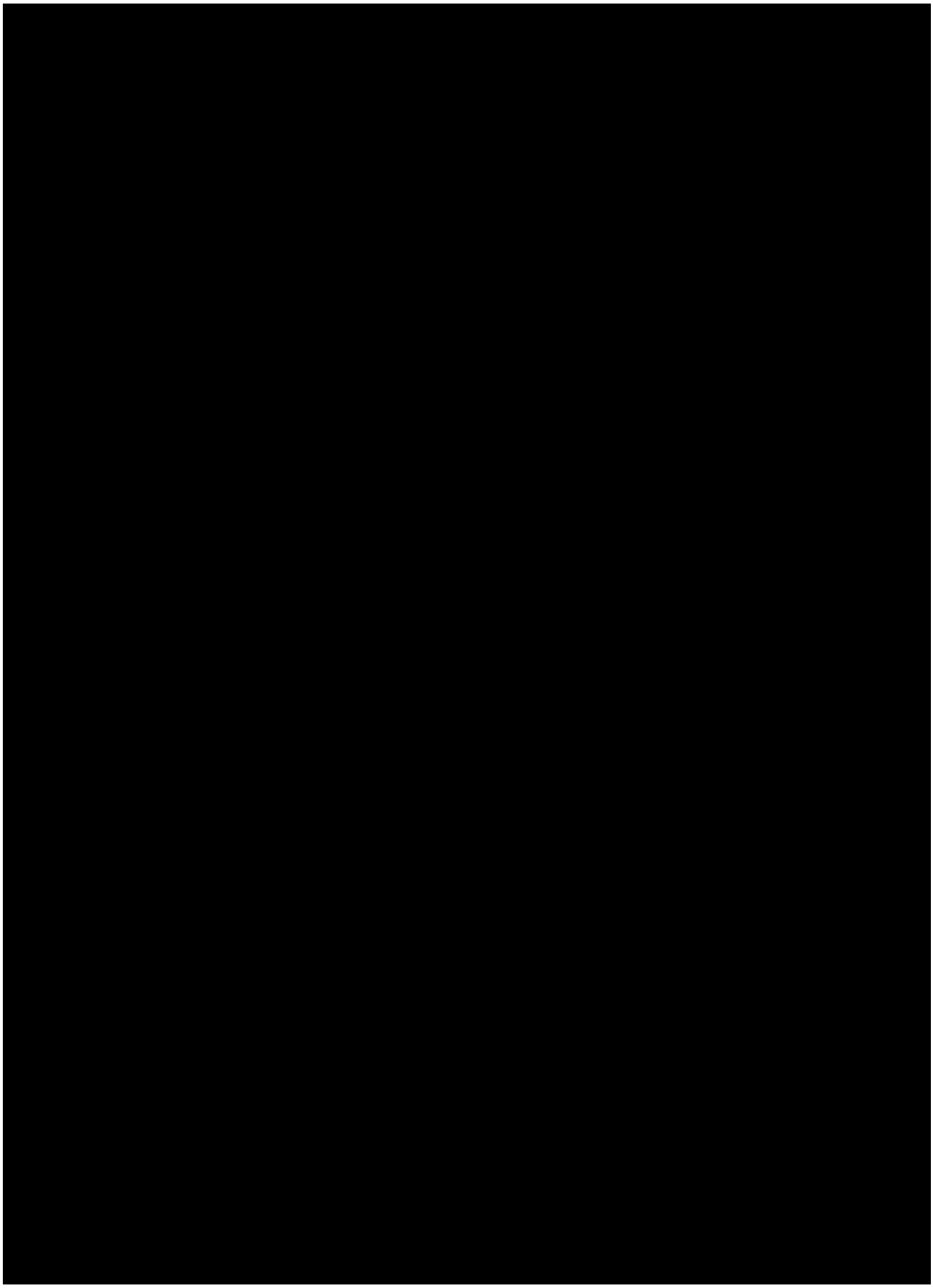
2.c	31/03/2022	International activities
4.d	31/03/2022	PT participation
4.e	31/03/2022	Training exercises
6.d	31/03/2022	Annual report
6.k	31/03/2022	Quarterly meetings (*if required)
6.l	31/03/2022	Network meeting
6.m	31/03/2022	Financial update
1.a	Ongoing	Dissemination
1.b	Ongoing	OL coordination
1.c	Ongoing	OL communication
1.d	Ongoing	Regular updates
2.a	Ongoing	Provision of advice
2.d	Ongoing	Advise on best practice
2.e	Ongoing	Horizon scanning
2.f	Ongoing	Identifying and dissemination of emerging issues
2.g	Ongoing	Standardisation activities
3.a	Ongoing	Guidance/SOPs
4.a	Ongoing	Monitor quality
4.b	Ongoing	Coordinate PT
4.c	Ongoing	OCL coordination
5.a	Ongoing	International guidance
6.a	Ongoing	Regular updates
6.b-6.c	Ongoing	Function updates
6.e-6.j	Ongoing	Contract management

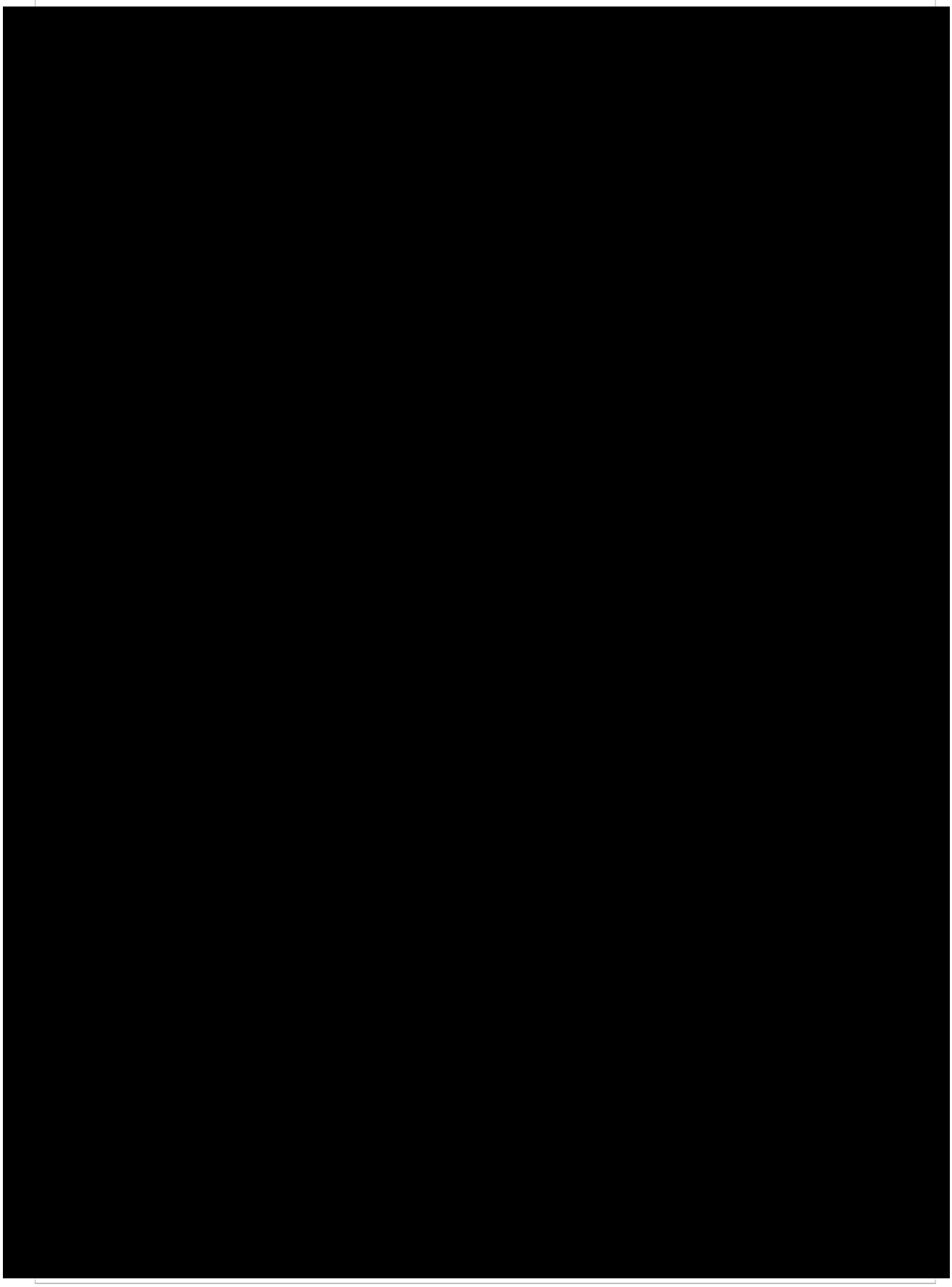
Part 2: Feed Additive Regulated Product Authorisation

Deliverable	Target	TITLE of Deliverable or milestone
Objective 01	01/09/2021	quality procedures generated and approved as part o new UK authorisation process
Objective 02	31/03/2022	
	31/03/2023	Annual report completed MaintenAnce of iso/iec 9001 national FEED ADDITIVE compendium updated
	31/03/2024	
	31/03/2025	
OBjective 03 (For each full UK authorisation)		
03/01	Day 0	Reception of Application
03/02	Day 90	FSA receive Summary report and recommendation o ASSESSED method
03/03	Following approval by the FSA	publication of ASSESSED methods on NRL WEBSIT

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.
Example #01





Additional LGC Experience

LGC is already very experienced in delivering services as NRL for the following areas:

- Genetically modified organisms (GMOs) in food and feed;
- Genetically modified organisms (GMOs) in food and feed (interim authorisation function);
- Added water in poultry;
- Feed Additives – Authorisation (interim);
- Feed Additives – Control;

LGC provides a range of consultancy and research services in support of Government policy. These include statutory functions such as the Government Chemist Function. The post of UK Government Chemist (GC) has existed within LGC since the 1870s. Under the provisions of many Acts of Parliament, but significantly the Food Safety Act 1990 and the Agriculture Act 1970, the Government Chemist acts as an independent referee in cases of dispute between enforcement authorities and industry.

It is vital therefore that the Government Chemist's findings are scientifically sound and that the court is convinced of their accuracy. This is achieved through the BEIS funded Government Chemist Programme assuring the technical position of the Government Chemist, maintaining awareness of trends in regulatory enforcement, maintaining awareness of advances in analytical science in relation to food/agricultural law enforcement, and dissemination of best scientific practice to all stakeholders to assist in the anticipation and prevention of disputes.

The Government Chemist's Programme requires that the Government Chemist and LGC:

- maintain appropriate scientific expertise and resources;
- perform appropriate research, intelligence gathering and foresight activities;
- act as a centre of dissemination of information to 'industry' and enforcement authorities;
- advise Government on measurement issues and policies;
- maintain demonstrable independence in relation to the Statutory Functions.

Consequently, LGC staff are very familiar with the enforcement system in the operation in the UK for chemical contaminants because of the statutory and advisory responsibilities of the Government Chemist. LGC staff are in regular dialogue with Port Health officials, Trading Standards Officers, Public Analysts, Agency officials and industry representatives in relation to possible, impending or actual official action regarding food contaminants.

The housing of the Government Chemist and the National Measurement Laboratory and Designated Institute for Chemical and Bio-measurement (NML) in the same organisation as the NRL functions is of enormous benefit as they are synergistic statutory roles. In all cases the NRL and GC functions have been mutually complimentary and have augmented each other in terms of provision of expert advice and guidance: for the Chinese GM rice issue (EU Commission Implementing Decision 2011/884) the NRL position has provided the knowledge regarding the legislation and guidance on the approved approaches for analysis, whilst the GC function has provided advice

regarding the hands-on and practical application of the techniques required for analysis and the associated experience from experimental application. The resultant combined advice and experience, uniquely facilitated through the collective knowledge of the NRL and GC functions, has been disseminated to the benefit of stakeholders within the UK.

LGC deploying the statutory functions of Government Chemist, NML for chemical measurements and NRL avoids technical duplication thus offering an efficient use of Government funds.

Additional activities at LGC that will benefit the feed additive authorisation function

Programme Management and Commercial team

The Programme Management and Commercial Team is part of the NML and is office-based providing programme, contract and commercial management to support to LGC's national roles as a National Measurement Laboratory and the Government Chemist.

The team is composed of very experienced programme and project managers, commercial service managers (measurements, training and consultancy) and continuous improvement manager. The team manages large Government programmes (>£10m per year) i.e. monitoring cost/progress, reporting and invoicing using our ERM system. The team also deals with more than 100 commercial projects per year, facilitating all the steps i.e. initial discussion, quotation, delivery, reporting and invoicing for the NML products and services.

The delivery of the Feed Additive authorisation process will be supported by this team.

Key account Management team

[redacted]

Reference Material Production team

The NML Reference Materials team supports the measurement community through the provision of high-order, primary reference materials. These materials are certified under ISO 17034 accreditation, using primary methods of analysis that are validated by comparison with other worldwide National Measurement Institutes/Designated Institutes. These materials consist of pure organic compounds to be used for calibration as well as a wide range of complex matrix materials for validation or development of analytical techniques across numerous sectors.

Statistical capability

[redacted]

[redacted]

Thus LGC has the statistical capability for data analysis if required by the FSA.

LGC Training

LGC has been providing first-rate training courses for analytical scientists worldwide for over 20 year. Our long history and role as the UK's National Measurement Laboratory for chemical and biomeasurement means that we have a wide range of expertise in analytical techniques such as chromatography, mass spectrometry and hyphenated techniques. We offer both live face-to-face (COVID-19 restrictions allowing) and virtual courses, as well as web based eLearning modules. Our courses cover topics such as quality systems, statistics, method validation and measurement uncertainty. We offer a scheduled programme of courses, as well as delivering training at customer sites (both in-person and virtually). Examples of our training material can be downloaded from the training resource centre https://www.lgcgroup.com/measurement-services/training-and-consultancy/our-training-courses/

Horizon scanning

At LGC, the Government Chemist (GC) programme carries out a continuous review of food and agriculture legislation to assess the likely impact on the analytical capabilities required by the GC, with key changes and developments captured in quarterly reports to the UK Department for Business, Energy & Industrial Strategy (BEIS). As part of the horizon scanning activities, the Government Chemist also collates, summarises and critically evaluates worldwide food notifications for emerging trends as part of its quarterly Food and Feed law legislation review. These reports provide a review of developments in food and feed law and related scientific and regulatory issues that affect the UK, and are easily accessible via the Government Chemist website at:

https://www.gov.uk/government/organisations/government-chemist

This allows LGC to keep up-to-date on impending revision of legislation and intelligence on emerging legislative issues regarding contaminants and safety, which might impinge on market acceptability of products.

Other Networking with Laboratories and Research Groups

The Food Authenticity Network (FAN; http://www.foodauthenticity.uk/) is led by LGC and is funded using a public - private partnership approach, including the FSA.

FAN can help to build a more resilient food supply chain as it gathers information on food authenticity testing, food fraud mitigation and food supply chain integrity, in a structured manner and disseminates it via its open access website. This enables best practice information to be shared for the benefit of all stakeholders, helping to raise standards worldwide. FAN also ensures that stakeholders have access to a resilient network of laboratories providing fit for purpose testing to check for food authenticity so that ultimately, consumers can have greater confidence in the food they buy.

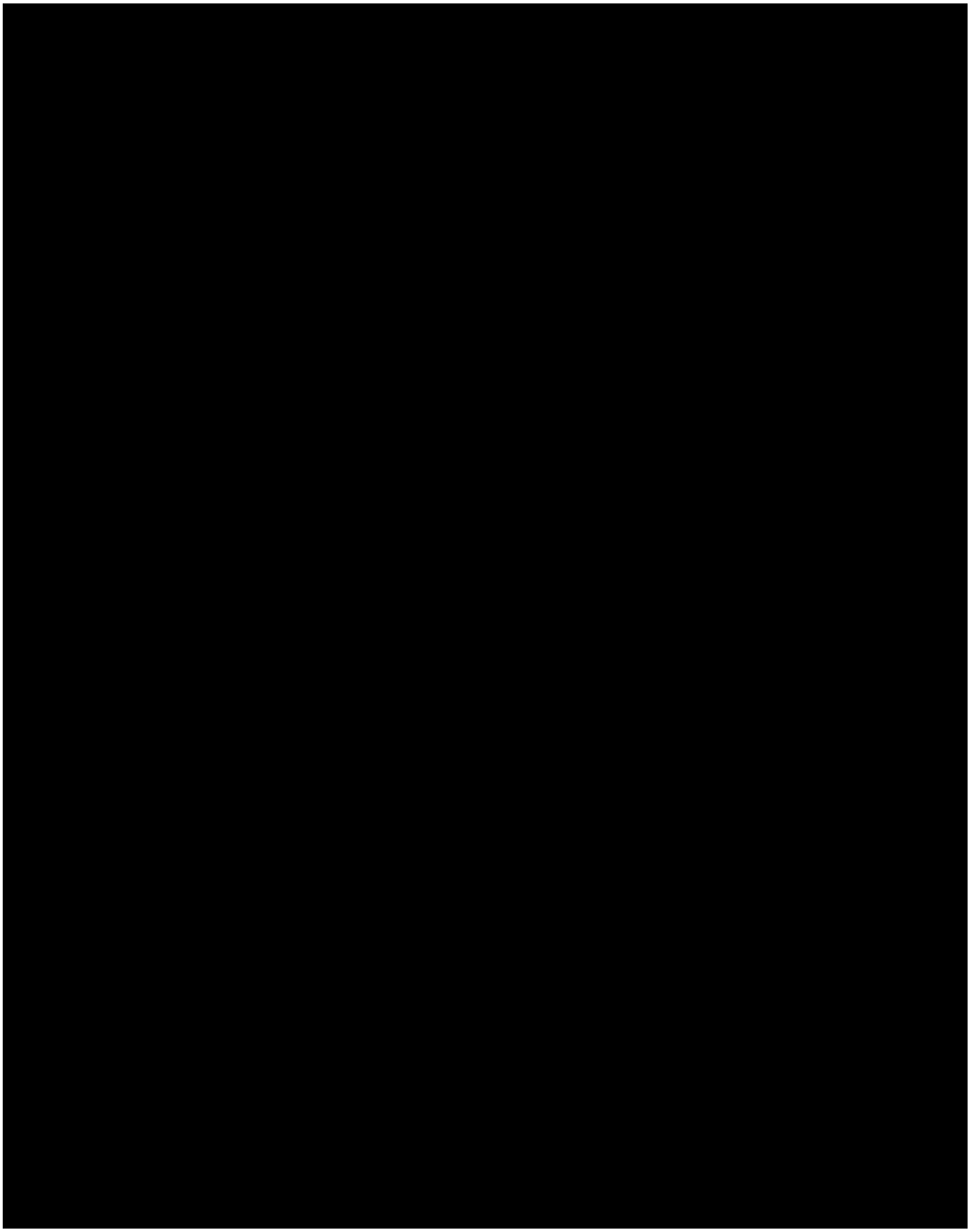
It is important for FAN to be run impartially and independently and LGC has demonstrated its ability to do this successfully in the past 4 years.

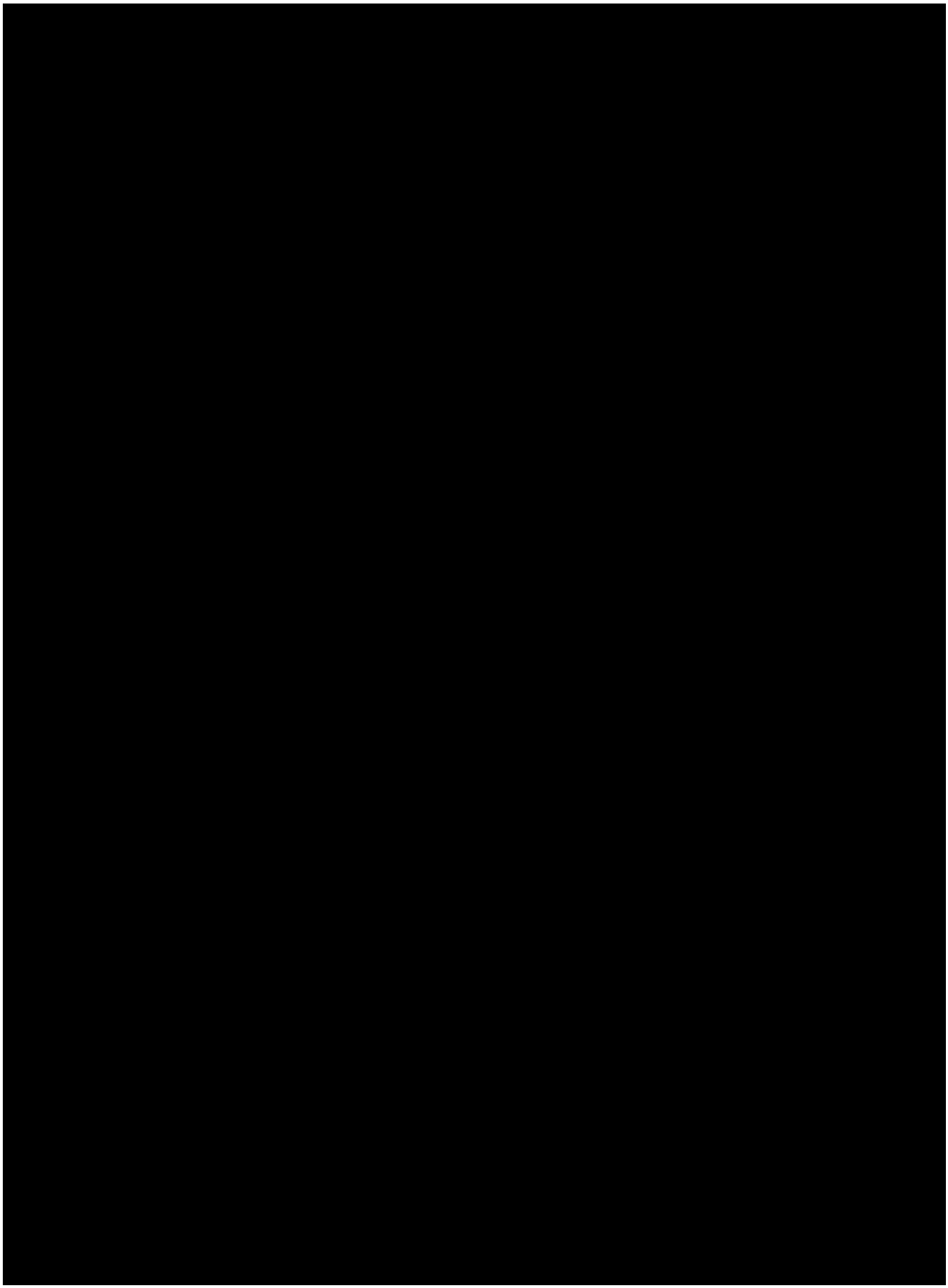
LGC staff have a long track record of attending and providing technical support to national and international committees dealing with sampling and analytical issues. We also have comprehensive contacts with chemists and analysts in industry, academia and the public sector through LGC's role as the NML for chemical and bio-measurement. A key aspect of the role is providing a link between industry and academia, to keep up to date with research, and to drive its application to UK industry. The feed additive authorisation function will have the benefit of the support and expertise of LGC's highly respected capability, numerous experts and our staff's comprehensive contacts in industry and academia.

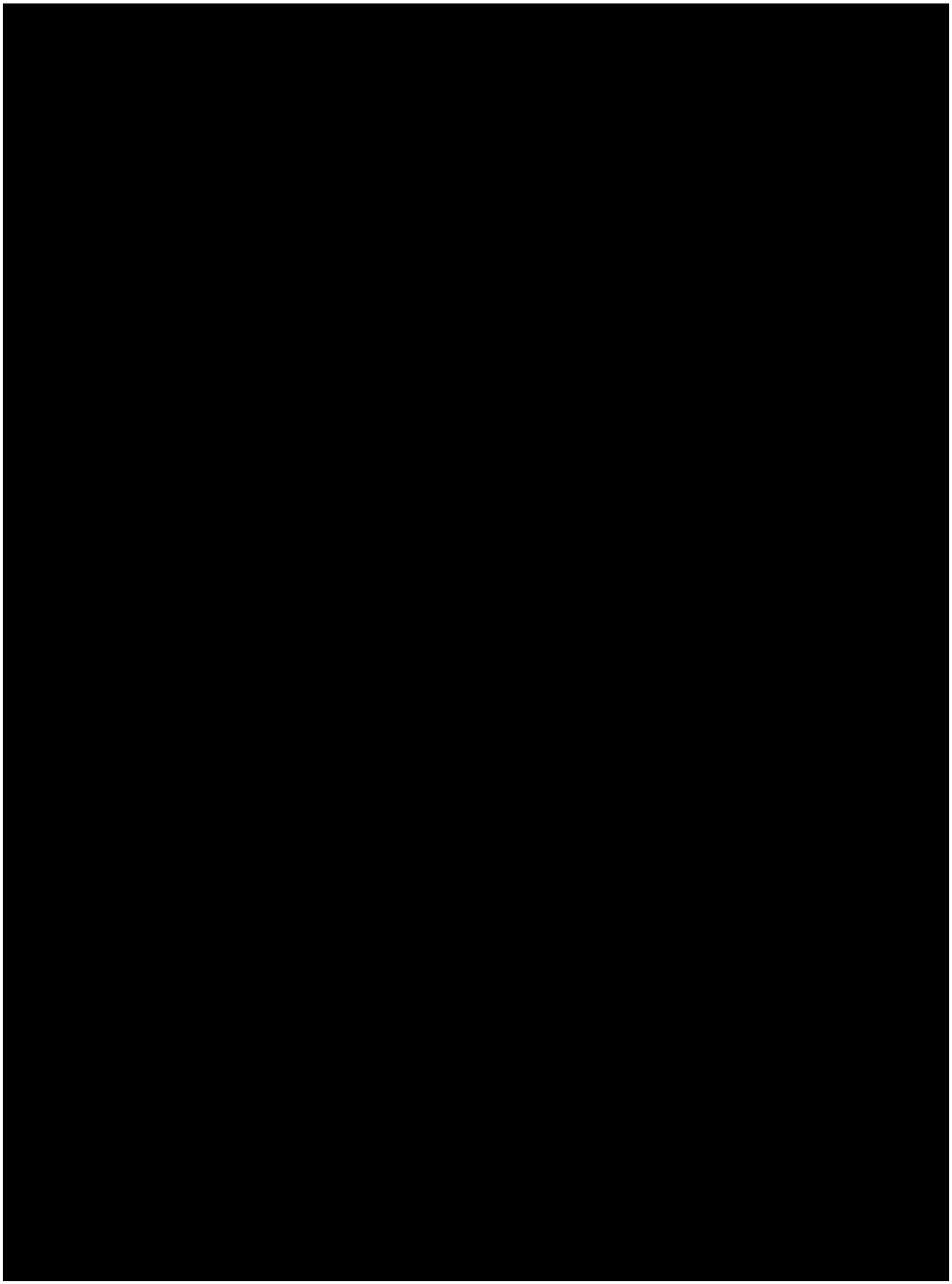
B.Named Staff Members and Details of their Specialism and expertise

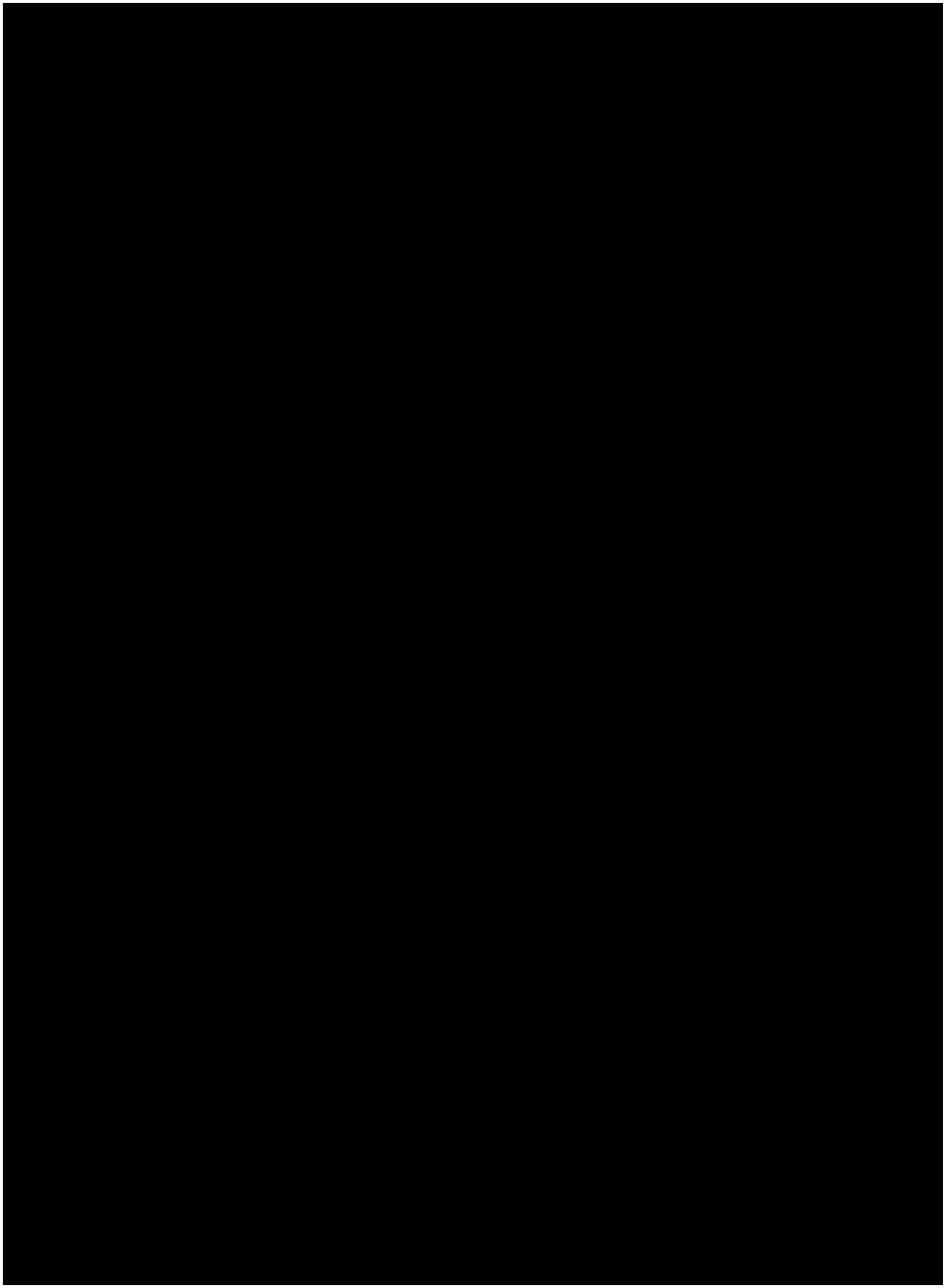
For each participating organisation on the project team please list:- the names and grades of all staff who will work on the project together with details of their specialism and expertise, their role in the project and details of up to 4 of their most recent, relevant published peer reviewed papers (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.

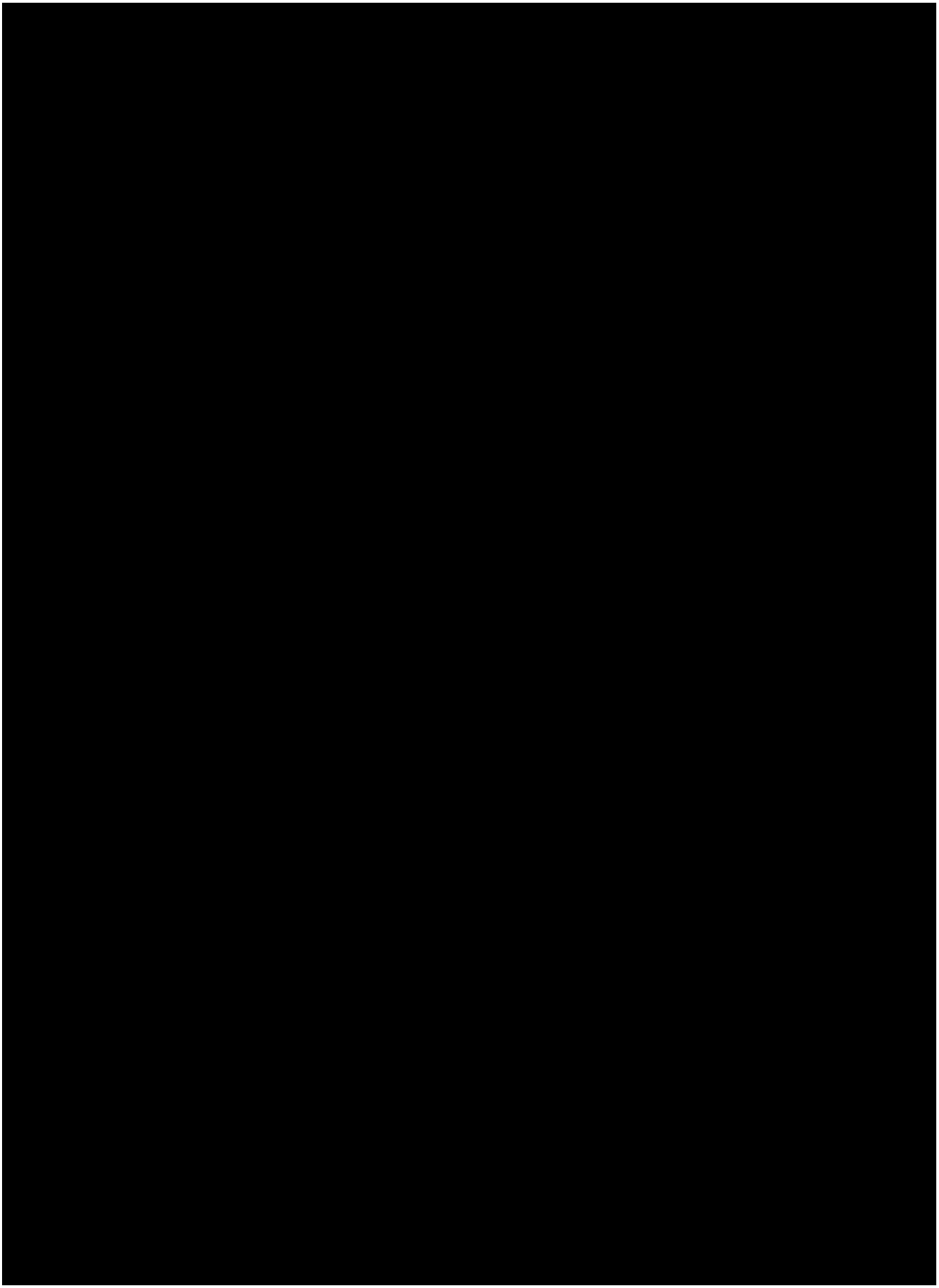
Lead Applicant	LGC Limited
Named staff members, details of specialism and expertise.	
LGC is Europe's leading independent analytical laboratory and the UK's National Measurement Institute for chemical and biochemical analysis. LGC offers a comprehensive range of research, validation and consultancy services across a range of business sectors including Food and Agriculture, Forensic, Environment and Healthcare/Consumer protection. Working in collaboration with key industrial, academic, regulatory and international metrology stakeholders we apply our extensive measurement research expertise in analytical chemistry, to enable increasingly	

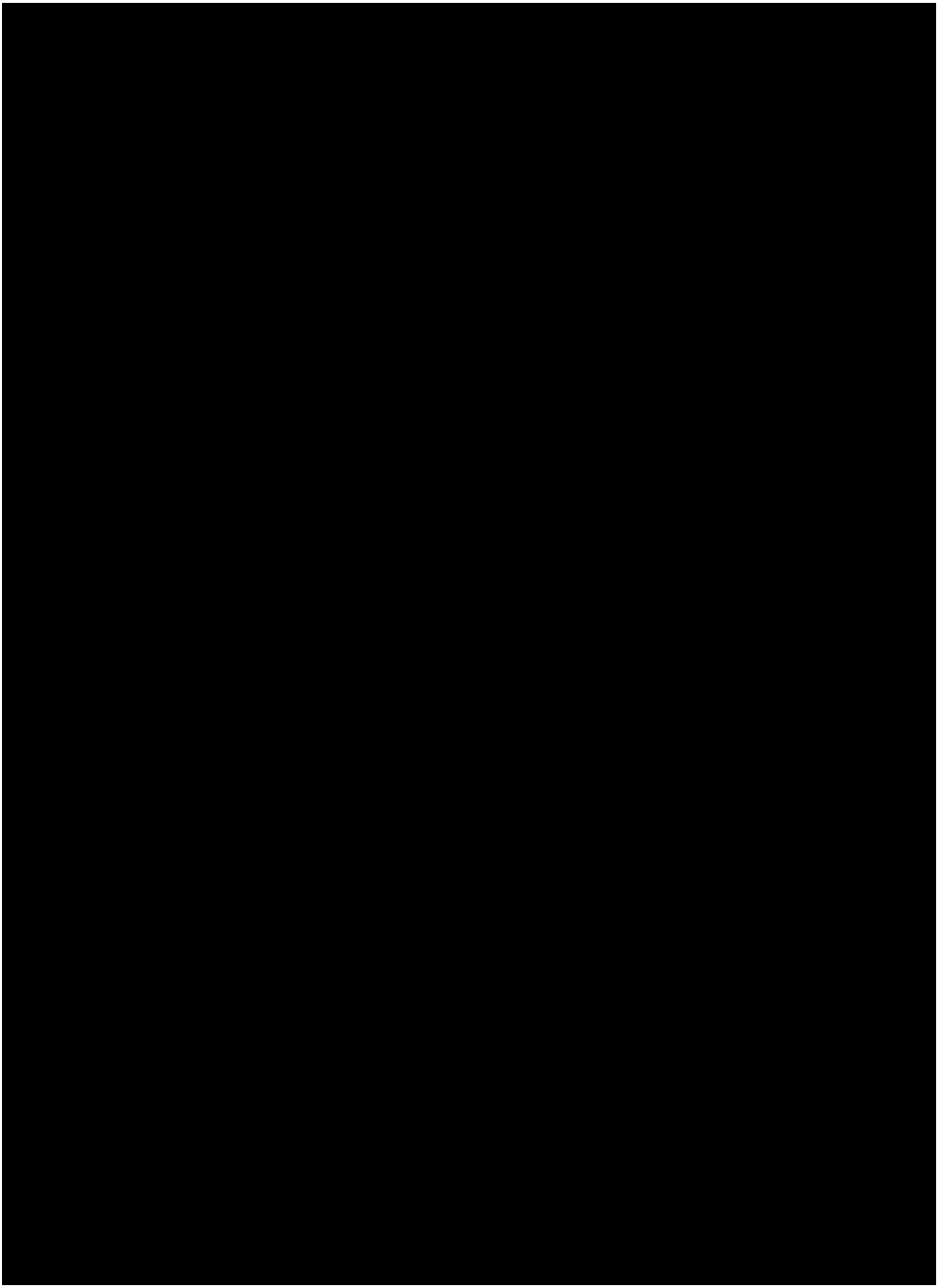












5: PROJECT MANAGEMENT

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.

[redacted]

Figure 7: **Delivery team organogram**

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**
Insufficient capacity due to COVID-19 absences	low	medium	1. LGC Teddington operating under stringent COVID secure measures i.e. minimal presence onsite, Teddington COVID tracker, one way system in building, enhanced cleaning regime, sanitisation stations throughout building. 2. Staff provided with laptops and secure 2-step log in (including independent user verification stage) so able and encouraged to work from home, minimising footfall on site. 3. LGC encouraging staff to adhere to national self-isolation/quarantining requirements. LGC has introduced a global policy allowing employees to request up to 10 days paid emergency leave to deal with exceptional, unplanned emergency situations that arise out of COVID-19. 4. All staff are cross trained so that we have multiple staff qualified to operate an instrument at any one time.
Unable to readily source instrument parts, kit and consumables due to delays at ports caused by EU-Exit transition	low	medium	1. LGC Procurement managing relationship with Suppliers and back-ups secured for key items. 2. Additional stock levels purchased to reduce impact of temporary delays. 3. Stringent stock management and controlled issuing of supplies by LGC Stores Team.
Personnel	low	medium	The project will be based within a team of around 20 experienced measurement scientists, enabling sufficient coverage in the event of staff loss. The expertise required for the technical aspects of the NRL role in respect of feed additives are however, concentrated in a limited number of key staff although no difficulties in availability are foreseen at the current time.
Laboratory equipment malfunction	low	low	All laboratory equipment is routinely monitored and subject to contract service agreements and routine testing and calibration to ensure that it is fit for purpose. Where a piece of equipment becomes irrecoverably damaged, the service

			contract provides contingency for a replacement. The project is not highly dependent on any one piece of equipment. LGC has access to a wide range of analytical techniques and equipment covered by service contracts and support agreements.
NRL webpage failure	low	low	In the unlikely event that the NRL webpages are unavailable for a period of time, this would not compromise the ability of the NRL to communicate with the FSA and UK OCLs as other mechanisms (telephone, telecon. E-mail,) are regularly used.
Additional risks pertaining to Part 2: Feed Additive Regulated Product Authorisation			
Insufficient to meet "unknown/variable" demand	medium	medium	1. Regular and detailed communication with FSA to understand "pipeline" of work and other demand profile indicators. 2. Where appropriate, prioritisation of submissions in consultation with FSA. 3. Short-term "flex" of existing resource to provide additional capacity e.g. shift working and overtime initiatives.
Loss of reference samples	low	medium	Temperature controlled storage facility is electronically monitored routinely to ensure environment is correct. Stock will be split between different storage facilities.

LGC has a set of techniques and standards which are used to assess and mitigate risks across its business. These include:

- Managing Risk Management - version 1.1
- LGC Risk Management Process (based on ISO31000:2009 Risk Management Process)
- LGC Security Management System Policy and Arrangements
- LGC DPL Policy: Dealing with Denied Persons, Politically Exposed Persons and other sanctions lists.
- Anti-corruption and Anti-Bribery Policy*
- Risk register for NL
- Business Continuity Disaster Recovery plan (BCDR) for Office of the Government Chemist team
- Sub-contracting process
- LGC group ISMS 2001 – Data Privacy and processing Policy 2020*

Documents marked * are included as supplementary documents to this tender. Others are available on request.

LGC's risk management infrastructure and implementation is managed by two key appointments; the Senior Information Risk Owner and the Group Head of Security. They are supported by a Risk Steering Committee, which has representation from key functions across LGC. LGC's National Laboratories Teams are experienced in the

management of risk for government Customers and stakeholders, and have enhanced their risk monitoring and mitigation activities during 2020 to account for the challenges posed by the COVID-19 pandemic and EU Exit transition. Below is an example of a LGC Government Customer's Risk Register (reviewed and updated fortnightly in consultation with the Customer):

Security

LGC's security policy is included as a supplementary document to this tender, and will be complemented by a dedicated contract security plan.

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

LGC's reputation is built on quality. The services required for this contract can best be fulfilled effectively by an organisation with a commitment to total quality and a track record of delivering impartial advice. LGC's track record of, and commitment to, quality is reflected in its being among the first laboratories to achieve accreditation under:

- **BS EN ISO 9001:2015 (BS5750 Part 1)**
  Granted March 1994, all Laboratory activities are covered, i.e. both scientific and support activities, e.g. customer relations and financial services.

- **ISO17034:2016**
  Granted in 2006 (ISO Guide 34) for the general requirements for the competence of Reference Materials producers

- **Additional UK Accreditation Service, UKAS**
  Granted April & November 1984 (testing & calibration respectively), LGC was one of the first laboratories to achieve this foremost assurance of analytical quality and reliability, and now has one of the most extensive scopes of accreditation to the requirements of ISO/IEC 17025:2015 of any laboratory in Europe.

    - LGC is also accredited by UKAS for the provision of proficiency testing (PT) schemes to ISO Guide 1743:20101, and for the production of Certified Reference Materials (CRMs) to ISO/IEC 17025:2015 in combination with ISO 17034:2016, being in the first tranche of accredited organisations for both these activities.
    - LGC has ISO17025 accreditation to provide statements of opinions and interpretation in relation to referee analyst. This accreditation covers the interpretation of analytical data derived from prescribed methods of analysis and the expression of opinions with regard to product compliance with the relevant legislation.

The quality systems are formerly documented in a Quality Manual as Quality Procedures and Work Instructions. Although these are controlled documents their inspection by customers and other interested parties can be arranged on request.

The Total Quality approach to all aspects of LGC's work is also characterised by:

- All of LGC's operations comply with the requirements of ISO 9001:2015;
- Recognition of LGC as the Government's Referee Analyst and cited explicitly in Acts of Parliament;
- Management of, and participation in, proficiency testing schemes, such as Aquacheck, CONTEST, FAPAS, Toytest, Quartz, Aims, DAPS, BAPS, UKNEQAS, UKFSLG, CTS, EUPTS and Asia
- Production, and use, of certified reference materials (CRMs) for traceability and calibration;
- A continuous improvement cycle to all aspects of service, including technical, commercial and customer relations;
- Regular internal audits to ensure that the highest standards of quality are maintained.

LGC is committed to continual improvement in quality and efficiency through a system of regular internal audits. These programs aim to identify areas where procedures can be improved to more effectively meet the needs of our customers and other stakeholders. In working towards continual improvement LGC is following the EFQM Excellence model to identify gaps and possible solutions.

The quality of the results we provide to our customers is a cornerstone of the service LGC provides. To help protect this high quality of service LGC ensures that competent staff are recruited to carry out its work. Further, a comprehensive training program is in place for all employees.

LGC is further committed to promoting QA within the whole of the analytical community. As the UK's designated National Measurement Institute (NMI) for chemical and biochemical measurements, LGC has a major role to play in helping to improve the accuracy and reliability of chemical and bio-measurements that are important to the UK's

LGC is already very experienced in delivering services as NRL for the following areas:

- Genetically modified organisms (GMOs) in food and feed;
- Genetically modified organisms (GMOs) in food and feed (interim authorisation function);
- Added water in poultry;
- Feed Additives – Authorisation (interim);
- Feed Additives – Control;

Copies of LGC's UKAS and BS EN ISO 9001 certification, ISO 17025 for testing and certification laboratories (UKAS_17025_testing_&_calibration (quality assurance)) the UKAS testing schedule (Schedule of accreditation (quality assurance)), and LGC's ESG Policy (LGC's policies and management systems) have been submitted as part of this tender as additional attachments. The LGC Quality Manual is a controlled document but can also be made available for inspection upon request.

LGC fully complies with the Joint Code of Practice for Research (JCoPR). In the case of this contract, no laboratory work is envisaged – therefore the JCoPR would only apply to any laboratory work undertaken in response to an emerging issue.

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 projec Lead Applicant should ensure that all relevant procedures have been followed. If there are no ethical issues please state this

LGC has a central Bio-Ethics Committee to provide consistent and formal advice to staff on the compliance of all work undertaken w respect to the Human Tissue Act the in the UK, the committee also advises LGC staff on other ethical issues if required. We do currently foresee any ethical issues arising from this project, which is mainly an advisory role in line with Commission Regulation (E 882/2004.

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 institutiona 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 conducte securely.

To protect its business information and that of its customers, LGC's official Information Security Policy ensures that information assets (internal and external) are protected from threats and used appropriately. LGC is well versed in dealing with confidential information. All staff are bound by confidentiality agreements and LGC's long history of customs and forensic science work makes security and confidentiality arrangements commonplace.

LGC operates a policy of performing suitability checks on new staff to ensure their eligibility for appointment. This includes checks ensure suitability, integrity and experience and the methods employed are:

- Character references
- Health declaration form, supplemented as required by examination/referral to occupational health service
- Nationality, birth certificate, passport and other relevant certificates such as marriage, alien etc.
- Education and professional attainment – relevant certificates of qualification

In certain cases, LGC staff involved in particularly sensitive activities are cleared to Security Check (SC) or Developed Vetting (D level as appropriate. It is recognised that for the delivery of this contract, background checks on new staff will need to be implement

Job descriptions exist for each category of role and there is a clear differentiation between the job responsibilities, the skills required carry out the role, and the purpose of the specific role. Access to sensitive data is managed according to the individual's role a authorisation level.

It is also recognized that access to mobile devices might be prohibited for staff delivering unless encrypted devices are used.

Sub-contractors/Consultants are required to sign a comprehensive Consultancy Agreement containing Confidentiality and N Disclosure clauses and consultants' access to facilities and material is controlled. Subcontractors, including maintenance staff, who not able to demonstrate that they have suitable security clearance are supervised at all times whilst on site. Selection of subcontract will be in accordance with LGC HS&I quality procedure 'QM MI 006', a copy of which can be provided upon request.

Control of documents including (but not limited to) Standard Operating Procedures, Work Instructions, Experimental Data, and repo will be undertaken in accordance HS&I quality procedure 'QM QI 001', a copy of which can be provided upon request. Docume under ISO 9001, 17025, and 17034 will created, issued, and controlled in accordance with the requirements of the managem systems in operation.

GDPR policy

Information security

LGC uses its information systems to process a range of commercially sensitive information. As such, the information systems and data processed therein are to be afforded a level of protection commensurate with its sensitivity. The purpose of the information syste are to collect, store and allow the authorised retrieval of data. It is therefore imperative that the confidentiality, integrity and availab of the information systems and associated data are protected at all times.

- LGC has a well-established security organisation and information security management system which is supported by ser management and is aligned with the principles of ISO 27001.
- LGC holds a Cyber Essentials certificate, a copy of which is included as a supplementary document to this tender.
- LGC's Enterprise Risk Steering Committee is responsible for management of risk throughout the organisation. It is chaired the Group CFO who acts as Senior Information Risk Owner.
- The Computer Security Incident Response Team is responsible for responding to cyber security incidents and report outcomes to the Enterprise Risk Management team. Incident details are reported to the LGC Board on a monthly basis.
- Cyber security is embedded within LGC's IT processes, including change management.
- LGC has a well-defined security architecture and associated technologies.
- A multi-layer vulnerability management programme is in operation with regular assessments conducted by both inter personnel and external specialists.
- LGC operates a comprehensive staff security training and awareness programme, including mandatory annual refres training and monthly phishing simulations.

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 t this project taking into account economic, environmental and social aspects. This will be considered as part of our selection proces 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)

Summaries of LGC's Environmental and Sustainability policies are included below. The full policy is included as a supporting docum to this tender.

LGC Environmental Policy

LGC is a company with 175 years' experience in analytical science acting on behalf of both government and private sector clients. such, LGC is aware of and accepts the environmental responsibilities placed upon it, in particular those that relate to the operation laboratories. LGC is committed to the continual improvement of its environmental performance and operates an Environmen Management System (EMS) aligned with ISO 14001 principles. This Environmental Management System provides the framework setting and reviewing environmental objectives and targets. LGC is committed to complying with all legal and other environmen requirements, as well as with ISO 14001 standards. LGC is also committed to the prevention of pollution and to minimising environmental impact of its business operations. LGC has an Environmental Team with a remit to advise on and monitor compliar with statutory requirements, instigate the adoption of best practice, actively manage LGC's waste streams and seek ways in which L can reduce its environmental impact. The control of both energy and materials consumption, along with the responsible managem of our waste are key to LGC's efforts to improve environmental performance and reduce its Carbon Footprint. LGC endeavours match its energy usage to its business requirements, making sure that loss is minimised and patterns of demand are optimised. staff are required to play a full part in reducing energy consumption. The laboratory operates a waste minimisation and segregat policy. Where possible, waste is sent for re-cycling rather than landfill. The reduction in the generation of waste materials, particula chemicals and solvents, is at the forefront of LGC's operating procedures in reducing our impact on the environment. The Environmen Policy is communicated to all employees and made publicly available.

LGC helps its customers respect the environment and reduce waste by providing accurate measurement and quality control syste We also work to reduce the impact of our own activities have on the environment, including energy consumption and waste producti LGC's commitment to maintaining and enhancing the environment is captured and governed by the following policies and systems: LGC Environmental Policy; LGC's Sustainability Policy and Group EP2005 Sustainable Procurement; CRC reporting; and managem systems certified to ISO 14001. The Group Head of Environment, in conjunction with the Environment Adviser, Environment Manag and the Environmental Management Steering Group, is responsible for setting the environmental strategy and monitoring environmen compliance and performance.

LGC Sustainability Policy

LGC is committed to a policy of sustainable development that meets the needs of the present, without compromising the ability of fut generation to meet their own needs. LGC has set specific goals and targets for sustainability. LGC recognises that its activities ha the potential for both positive and negative impacts upon the environment at local, national and global levels. LGC acknowledges importance of delivering a sustainable service that will contribute to an increase in the quality of life and of the environment. To deli our goals and strategies LGC will: Communicate LGC's Sustainability Policy and strategy to staff and stakeholders and raise awarene of their sustainability responsibilities and the requirement to commit to environmental improvements; Set continuous improvem targets by which LGC's performance can be measured, demonstrated and reported to LGC's Board; Identify opportunities and ta action where practicable to improve the sustainability of LGC's activities, products and operations; Reduce waste created and wh possible reuse and recycle before responsible disposal of surplus materials; Comply fully and where possible exceed standards se relevant UK, EU and international regulatory requirements and agreements; Deliver a travel plan to implement measures to encoura walking, cycling, the use of public transport and a car share scheme as the principle means for commuting to LGC sites; Provide right level of advice, awareness and competency to staff and to our contractors' employees; Work with our suppliers to ensure t goods and services procured by LGC are sourced in a sustainable manner. LGC recognises that is has an important part to play society in the way that it carries out its business. Much of our work is aimed at improving the quality of life within society. LGC ha significant role in the analytical chemistry community as well as having an effect on the safety of society. In order for LGC to behave a socially responsible manner, it is vital that staff are aware of LGC's current activities and take an active part in developing LG sustainability activities. The importance of being able to deliver a reliable and continuous service to customers is guided and govern by LGC's ESG Policy (please see attachments).

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 t relevant and appropriate people and organisations in as cost-effective manner as possible. Please provide as much detail as possi 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 participan 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 f 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 th general audience and that the impact of the research on public health/consumers and it's alignment to FSA priorities is clearly state

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 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

The diagram shows the multiple methods that LGC intends to use to disseminate information relevant to NRL activities.

Where ever possible, information will be placed on the dedicated LGC NRL webpage and in relevant cases, with the permission of the FSA, peer reviewed publications will be sought.

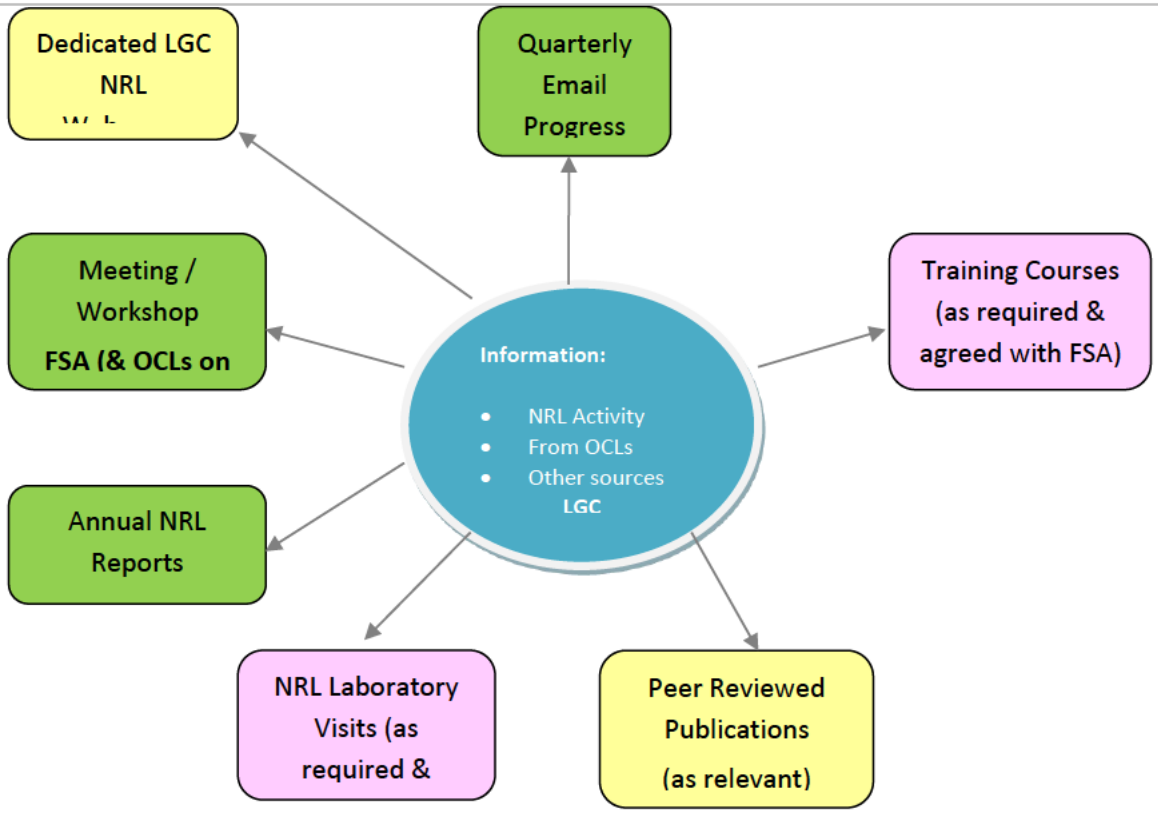


Figure 8: **NRL dissemination routes**

8. SOCIAL VALUE

Social value has a lasting impact on individuals, communities and the environment. Government has a huge opportunity and responsibility to maximise benefits effectively and comprehensively through its commercial activity. To be effective it is essential th the FSA consider social value at all stages of the procurement life cycle. In order to do this, we are applying the Government Commercial Functions social value model PPN 06/20 Procurement Policy Note - Taking account of social value in the award of government contracts.

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

A. TACKLING ECONOMIC INEQUALITY – Provide evidence of how you will support innovation and disruptive technologies throughout the supply chain to deliver lower cost and/or higher quality goods and services.

A model response should include activities that demonstrate and describe the tenderer's existing or planned:

• Understanding of opportunities to drive innovation and greater use of disruptive technologies, green technologies, efficiency and quality to deliver lower cost and/or higher quality goods and services.

• Creation of a design and tendering environment that is conducive to tenders that offer innovation and disruptive technologies. Illustrative examples: outcomes-based specifications enabling alternative approaches to be offered; codesign with users and communities; approaches that invite innovative approaches to be proposed and developed; activities that promote collaboration to access new technologies/green technologies and/or approaches.

• Measures to ensure the development of scalable and future-proofed new methods to modernise delivery and increase productivity.

As the designated institute for chemical and Bio-measurements (funded by BEIS), we develop and formulate our research programme on a 3-year cycle. For this, we maintain close stakeholder relationship (~850 stakeholders across multiple sectors of which we collaborate directly with more than 25%) that **enables us to adapt and consider new approaches and technologies**.

The figure below shows our stakeholder engagement (2020)

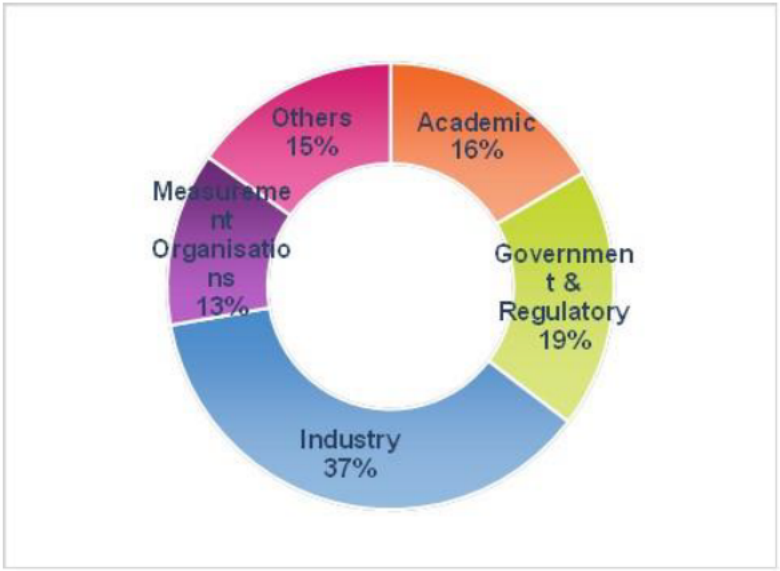


Figure 10: **LGC stakeholder engagement 2020**

B. FIGHTING CLIMATE CHANGE – Influence staff, suppliers, customers and communities through the delivery of the contract support environmental protection and improvement.

A model response should include activities that demonstrate and describe the tenderer's existing or planned:

• Understanding of how to influence staff, suppliers, customers, communities and/or any other appropriate stakeholders through th delivery of the contract to support environmental protection and improvement.

• Activities to reconnect people with the environment and increase awareness of ways to protect and enhance it.

Illustrative examples:

○ Engagement to raise awareness of the benefits of the environmental opportunities identified.

○ Co-design/creation. Working collaboratively to devise and deliver solutions to support environmental objectives.

○ Training and education. Influencing behaviour to reduce waste and use resources more efficiently in the performance of the contract. ○ Partnering/collaborating in engaging with the community in relation to the performance of the contract, to support environmental objectives.

○ Volunteering

Our research programme aligns with the UK strategic goals and across our research teams, we address a complex set of cross-sector issues to help solve complex global challenges, developing reference methods and materials, setting standards, providing advice and informing legislation. Our fundamental measurement research in advanced therapeutics, diagnostics and safety and security underpins some of the biggest challenges of our time, including cancer, anti-microbial resistance, **climate change and foo safety**.

Our scientists attend several technical conferences in the field of **Environment and food security** that enable them **to keep up to date with new technologies**. They are also part of numerous technical committees, including Defra Nanomaterials Environment, Health Industry Group and ISO committee on Nanotechnology. We have collaborated with Energy companies to better understand novel technologies (e.g. fuel cells) and sources of energy (e.g. bio-fuels). For example, our cutting edge measurement technologies in inorganic analysis (laser ablation-ICP-MS) allowed multi-elements solid state characterisation of cell layers that is key for quality assurance, performance and stability.

Clarifications

Dated 12th March 2021

. p21 – Flowchart shows the box 'Published on website' after reporting to FSA. We consider this step should happen after the report has been approved by the FSA. Thus the box 'Report approved by FSA' should link to the 'Published on website' box.

Please see attached. The flow diagram has been revised in accordance with this feedback.

2. The tender covers chemical analyses of animal feed. There is no demonstrable evidence of micro and biochemical analysis on feed. Would LGC offer this as the full scope of analysis under this contract?

It is the intention of LGC to provide the full range of services requested under this contract. Whilst the tender response focussed on chemical aspects, it was noted that micro and biochemical assessments would be required. LGC has a number of experts in these areas over and above Paul Hancock, who is qualified as a food examiner, notably Dr Susan Pang, Science Leader (Biochemistry) and Tracey Noblett (Head of Microbiology Proficiency Testing), both of whom work with a team of support scientists encompassing a range of skills in their areas. Furthermore, when recruiting the indicated additional staff, candidates with a suitable breadth and depth of skills will be considered.

3. Project management is an important aspect of the contract. More detail is required on how the 2 projects (part 1 and part 2) be managed simultaneously.

LGC has a strong track record in the management of NRL projects. LGC has been the UK NRL for feed additives authorisation and control since 2009. Kirstin Gray, who will lead this project on behalf of LGC as Head of the Authorisation Lab (Feed Additive Unit), has been the main point of contact and project lead for the work relating to LGC's role as UK National Reference Laboratory for feed additives since 2014. Kirstin has significant experience and a clear record of accomplishment in managing the NRL function.

As LGC is currently the Interim NRL for the authorisation of feed additives in GB and the NRL for feed additives, we are currently identifying the most suitable ways for managing part 1 and part 2 of the new contracts. This will be implemented at the beginning of the new contract.

We also recognise that the scope of this contract exceeds the previous NRL role in terms of both the expanded routine NRL function and the additional authorisation function which was previously carried out by the EURL. Hence, a number of additional provisions will be put in place to ensure successful and efficient delivery of both Part 1 and Part 2 simultaneously.

The first of these is the involvement of the NML's Key Account Management Team. A key Account Manager to support the Head of the Authorisation Lab (Feed Additive Unit). The Key Account Manager would act as an additional point of contact, and both the Head of the Authorisation Lab and the Key Account Manager will liaise with the FSA at the regularly scheduled meetings, as proposed in the tender. A close working relationship between the FSA and LGC will allow us to respond in an agile manner to deliver both aspects of this contract. LGC delivers a number of contracts for the FSA, and the Key Account team are well positioned to take a 'big picture' view of this work and prioritise different activities in consultation with the FSA and in response to immediate needs.

The delivery of this contract will also be supported by the **NML Commercial and Contract Management team**. The team is composed of very experienced programme and project managers, commercial service managers, and a continuous improvement manager. The team manages large Government programmes (>£10m per year) and

has expertise in project planning, monitoring cost/progress, reporting, and invoicing using our ERM system. The team also deals with more than 100 commercial measurement, training and consultancy service projects per year, facilitating all the steps i.e. initial discussion, quotation, negotiation, initiation, delivery/progress monitoring, reporting and invoicing for the NML products and services. Within the National Measurement Laboratory, we have successfully grown our commercial measurement services twofold during the past two years, whilst ensuring that we continue to maintain high standards and customer satisfaction. Thus, we have a proven record of accomplishment in growing our service provision while simultaneously ensuring the highest quality standards.

4. How will personnel risk of limited number of key staff with technical NRL expertise be managed in the long term and over the 4 year of contract. This could be caused by staff absences through illness.

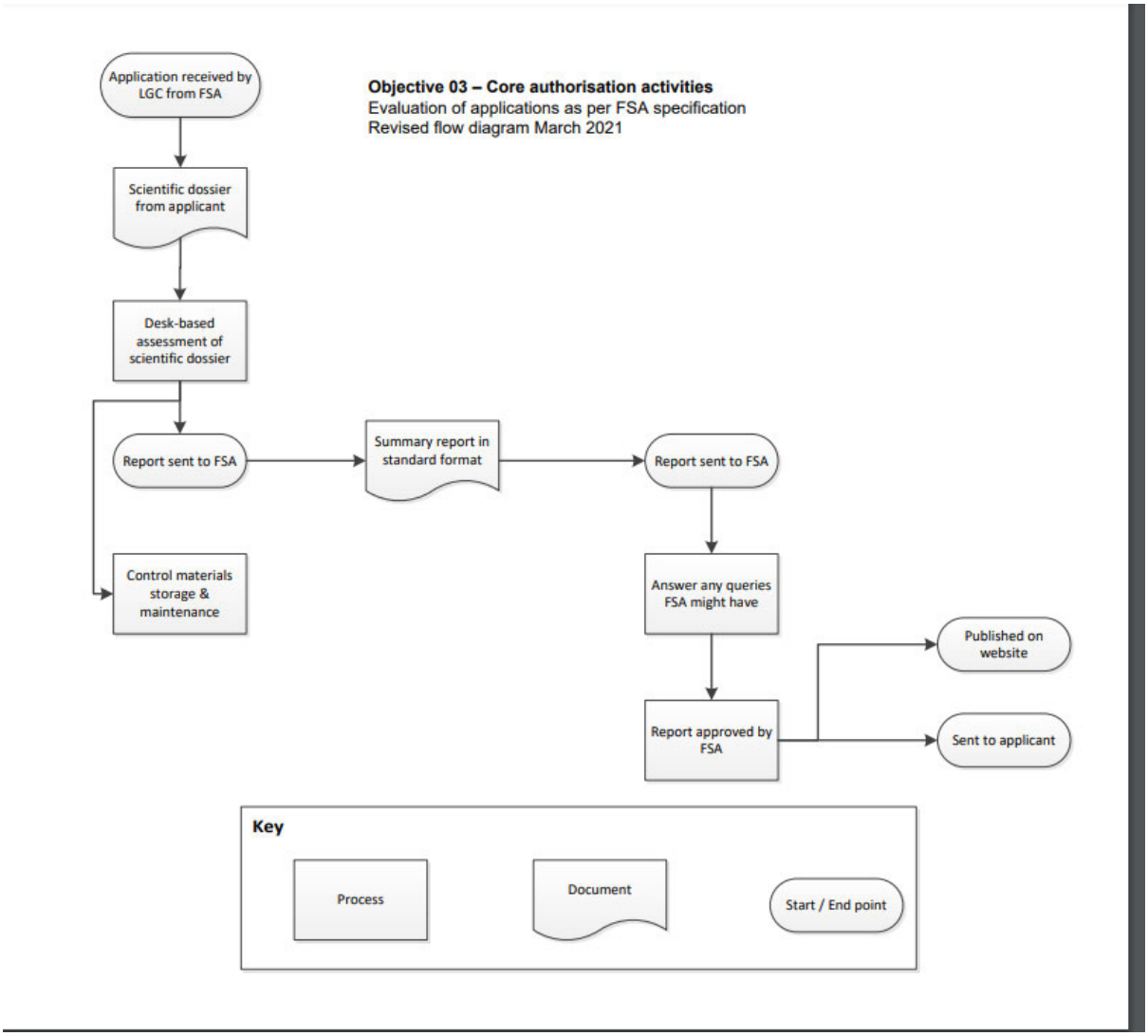
While it is acknowledged that there is some risk associated with the fact that the expertise required for the technical aspects of the NRL role in respect of feed additives are concentrated in a limited number of key staff, strategies will be put in place to mitigate this. As detailed in the tender response, contingent upon case volume, **up to two additional authorisation assessors will be recruited in order to support delivery of this contract**. Further to this, the assessment team are supported **by more than 80 measurement scientists**, who would be available to support the contract in the event of longer term absences such as illness or staff leaving LGC. LGC is well positioned to be able to continually recruit high calibre scientists to expand our capabilities in order to meet FSA demand. We are a global leader in the life sciences sector, and recently ranked 25th in The Sunday Times PwC Top Track 250, an index of the UK's leading mid-market growth companies. Furthermore, given the desk-based nature of the work, the new authorisation assessor positions will likely be remote-based, thus further expanding the potential recruitment pool. Recruitment of additional experts will provide headspace in our authorisation capacity, and the spare capacity would mitigate any unforeseen absences of key staff.

In addition, the core team delivering this project will be supported by the analytical expertise of our NML scientists. The NML is the UK's designated institute for chemical and bio-measurement and many of our experts represent UK metrology interests on European and international organisations. Scientists from the NML are available to consult on authorisation cases, and deliver project activities on a short term 'flex' basis. This will be facilitated by temporary redeployment from long term research programmes as necessitated by delivery of the NRL role. This process, which could also be augmented by implementation to overtime or shift working should demand dictate, provides an additional mitigation against unforeseen absence within the core delivery team.

Existing contract - financials

5. Please clarify what cost savings could be made from the current interim project with regards to feed additive authorisations.

The set-up process for feed additive authorisation is being carried out for the interim contract (FS430650, working closely with FSA representatives to ensure systems and outputs are fit for purpose).
Any processes set-up for the interim contract will be utilised for the new NRL feed additive contract, thereby avoiding duplication of cost and time. In our initial tender response (full NRL contract), LGC has allowed for a proportionate reduction in set-up cost, i.e. that carried out under the interim contract.



Dated 4th May 2021

Objective	Description	LGC comment	FSA requirement	Cost saving due to new/clarified FSA requirements
6(d)	The Contractor shall provide annual reports of work summarising all activities completed as part of their annual work programme, to the CA by 31st March each year. Annual reports will be approved by the CA prior to publication by NRLs on NRL dedicated websites. If requested by the CA, the Contractor may also need to provide interim reports during the annual work programme;	Interim reports: new activity	Annual reports as per previous contract. Interim reports not required on regular basis.	Costs have been kept to a minimum for this and were underestimated in previous NRL contracts.
6(j)	Provide an internal report of meetings with other organisations within 10 working days of the meeting.	Potential increased scope of activity in line with additional meeting attendance due to lack of access to EURL activities	EURL meeting reports as per previous contract. Any reports from international meetings will be new activity	Costs have been kept to a minimum for this and were underestimated in previous NRL contracts.
6(k)	The Contractor will engage in quarterly dialogues with the CA to review contract management requirements and update on progress against work programme. Informal monthly check-ins with the CA may also be organised to ensure any potential or evolving issues are flagged and work is kept on track;	New activity	(i) Quarterly meetings with a record of meeting (progress review, contract and actions – see Quarterly meeting template). This will replace current ad-hoc meetings (4 per year). (ii) Monthly activity logs (see template). These are simple logs of NRL monthly activity against core function delivery).	33%

			Also provides chance for NRL to flag any concerns rather than waiting for quarterly meetings.	
6(l)	The Contractor will organise regular network meetings, as appropriate and on at least an annual basis to update their official controls networks and CA on method updates, enforcement, training and other relevant information issues and to discuss PT programmes and results; the Contractor will organise regular network meetings, as appropriate and on at least an annual basis to update their official controls networks and CA on method updates, enforcement, training and other relevant information issues and to discuss PT programmes and results;	New activity	Annual OCL/NRL meeting to discuss NRL activities, PTs, methods. This was carried out informally on an ad-hoc basis in the past. Annual meeting will provide chance to disseminate information, update OCLs on methods, training, PTs etc. and for OCLs to flag any issues. Happy to discuss further.	
6(m)	The Contractor will review NRL finances regularly and communicate spending, including a break-down of costs, with the CA on a monthly basis.	New activity	Quarterly invoice should be copied to project manager and should be accompanied by a breakdown of the activities covered.	33%

Schedule 5 (Commercially Sensitive Information)

1. What is the Commercially Sensitive Information?

1.1 In this Schedule the Parties have sought to identify the Supplier's Confidential Information that is genuinely commercially sensitive and the disclosure of which would be the subject of an exemption under the FOIA and the EIRs.

1.2 Where possible, the Parties have sought to identify when any relevant Information will cease to fall into the category of Information to which this Schedule applies in the table below and in the Award Form (which shall be deemed incorporated into the table below).

1.3 Without prejudice to the Buyer's obligation to disclose Information in accordance with FOIA or Clause 16 (When you can share information), the Buyer will, in its sole discretion, acting reasonably, seek to apply the relevant exemption set out in the FOIA to the following Information:

No.	Date	Item(s)	Duration of Confidentiality
	[insert date]	[insert details]	[insert duration]

Schedule 13 (Contract Management)

1. Definitions

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

"Operational Board"	the board established in accordance with paragraph 4.1 of this Schedule;
"Project Manager"	the manager appointed in accordance with paragraph 2.1 of this Schedule;

2. Project Management

2.1 The Supplier and the Buyer shall each appoint a Project Manager for the purposes of this Contract through whom the provision of the Services and the Deliverables shall be managed day-to-day.

2.2 The Parties shall ensure that appropriate resource is made available on a regular basis such that the aims, objectives and specific provisions of this Contract can be fully realised.

2.3 Without prejudice to paragraph 4 below, the Parties agree to operate the boards specified as set out in the Annex to this Schedule.

3. Role of the Supplier Project Manager

3.1 The Supplier Project Manager shall be:

3.1.1 the primary point of contact to receive communication from the Buyer and will also be the person primarily responsible for providing information to the Buyer;

3.1.2 able to delegate his position to another person at the Supplier but must inform the Buyer before proceeding with the delegation and it will be delegated person's responsibility to fulfil the Project Manager's responsibilities and obligations;

3.1.3 able to cancel any delegation and recommence the position himself; and

3.1.4 replaced only after the Buyer has received notification of the proposed change.

3.2 The Buyer may provide revised instructions to the Supplier's Project Manager in regards to the Contract and it will be the Supplier Project Manager's responsibility to ensure the information is provided to the Supplier and the actions implemented.

3.3 Receipt of communication from the Supplier Project Manager by the Buyer does not absolve the Supplier from its responsibilities, obligations or liabilities under the Contract.

4. Contract Risk Management

4.1 Both Parties shall pro-actively manage risks attributed to them under the terms of this Contract.

4.2 The Supplier shall develop, operate, maintain and amend, as agreed with the Buyer, processes for:

4.2.1 the identification and management of risks;

4.2.2 the identification and management of issues; and

4.2.3 monitoring and controlling project plans.

4.3 The Supplier allows the Buyer to inspect at any time within working hours the accounts and records which the Supplier is required to keep.

4.4 The Supplier will maintain a risk register of the risks relating to the Contract which the Buyer and the Supplier have identified.

Schedule 16 (Security)

Part B: Long Form Security Requirements

1. Definitions

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

"Breach of Security"	means the occurrence of: a) any unauthorised access to or use of the Goods and/or Deliverables, the Sites and/or any Information and Communication Technology ("ICT"), information or data (including the Confidential Information and the Government Data) used by the Buyer and/or the Supplier in connection with this Contract; and/or b) the loss and/or unauthorised disclosure of any information or data (including the Confidential Information and the Government Data), including any copies of such information or data, used by the Buyer and/or the Supplier in connection with this Contract, in either case as more particularly set out in the security requirements in the Security Policy where the Buyer has required compliance therewith in accordance with paragraph 3.4.3 d;
"ISMS"	the information security management system and process developed by the Supplier in accordance with Paragraph 3 (ISMS) as updated from time to time in accordance with this Schedule; and
"Security Tests"	tests to validate the ISMS and security of all relevant processes, systems, incident response plans, patches to vulnerabilities and mitigations to Breaches of Security.

2. Security Requirements

2.1 The Parties acknowledge that the purpose of the ISMS and Security Management Plan are to ensure a good organisational approach to security under which the specific requirements of this Contract will be met.

2.2 The Parties shall each appoint a security representative to be responsible for Security. The initial security representatives of the Parties are:

2.2.1 [redacted]

2.2.2 [redacted]

2.3 The Buyer shall clearly articulate its high level security requirements so that the Supplier can ensure that the ISMS, security related activities and any mitigations are driven by these fundamental needs.

2.4 Both Parties shall provide a reasonable level of access to any members of their staff for the purposes of designing, implementing and managing security.

2.5 The Supplier shall use as a minimum Good Industry Practice in the day to day operation of any system holding, transferring or processing Government Data and any system that could directly or indirectly have an impact on that information, and shall ensure that Government Data remains under the effective control of the Supplier at all times.

2.6 The Supplier shall ensure the up-to-date maintenance of a security policy relating to the operation of its own organisation and systems and on request shall supply this document as soon as practicable to the Buyer.

2.7 The Buyer and the Supplier acknowledge that information security risks are shared between the Parties and that a compromise of either the Supplier or the Buyer's security provisions represents an unacceptable risk to the Buyer requiring immediate communication and co-operation between the Parties.

3. Information Security Management System (ISMS)

3.1 The Supplier shall develop and submit to the Buyer, within twenty (20) Working Days after the Start Date, an information security management system for the purposes of this Contract and shall comply with the requirements of Paragraphs 3.4 to 3.6.

3.2 The Supplier acknowledges that the Buyer places great emphasis on the reliability of the performance of the Deliverables, confidentiality, integrity and availability of information and consequently on the security provided by the ISMS and that the Supplier shall be responsible for the effective performance of the ISMS.

3.3 The Buyer acknowledges that;

3.3.1 If the Buyer has not stipulated that it requires a bespoke ISMS, the ISMS provided by the Supplier may be an extant ISMS covering the Services and their implementation across the Supplier's estate; and

3.3.2 Where the Buyer has stipulated that it requires a bespoke ISMS then the Supplier shall be required to present the ISMS for the Buyer's Approval.

3.4 The ISMS shall:

3.4.1 if the Buyer has stipulated that it requires a bespoke ISMS, be developed to protect all aspects of the Deliverables and all processes associated with the provision of the Deliverables, including the Buyer Premises, the Sites, the Supplier System, the Buyer System (to the extent that it is under the control of the Supplier) and any ICT, information and data (including the Buyer's Confidential Information and

the Government Data) to the extent used by the Buyer or the Supplier in connection with this Contract;

3.4.2 meet the relevant standards in ISO/IEC 27001 and ISO/IEC27002 in accordance with Paragraph **Error! Reference source not found.**;

3.4.3 at all times provide a level of security which:

(a) is in accordance with the Law and this Contract;

(b) complies with the Baseline Security Requirements;

(c) as a minimum demonstrates Good Industry Practice;

(d) where specified by a Buyer, complies with the Security Policy and the ICT Policy;

(e) complies with at least the minimum set of security measures and standards as determined by the Security Policy Framework (Tiers 1-4) (https://www.gov.uk/government/publications/security-policy-framework/hmg-security-policy-framework)

(f) takes account of guidance issued by the Centre for Protection of National Infrastructure (https://www.cpni.gov.uk)

(g) complies with HMG Information Assurance Maturity Model and Assurance Framework (https://www.ncsc.gov.uk/articles/hmg-ia-maturity-model-iamm)

(h) meets any specific security threats of immediate relevance to the ISMS, the Deliverables and/or Government Data;

(i) addresses issues of incompatibility with the Supplier's own organisational security policies; and

(j) complies with ISO/IEC27001 and ISO/IEC27002 in accordance with Paragraph **Error! Reference source not found.**;

3.4.4 document the security incident management processes and incident response plans;

3.4.5 document the vulnerability management policy including processes for identification of system vulnerabilities and assessment of the potential impact on the Deliverables of any new threat, vulnerability or exploitation technique of which the Supplier becomes aware, prioritisation of security patches, testing of security patches, application of security patches, a process for Buyer approvals of exceptions, and the reporting and audit mechanism detailing the efficacy of the patching policy; and

3.4.6 be certified by (or by a person with the direct delegated authority of) a Supplier's main board representative, being the "Chief Security Officer", "Chief Information Officer", "Chief Technical Officer" or "Chief Financial

Officer" (or equivalent as agreed in writing by the Buyer in advance of issue of the relevant Security Management Plan).

3.5 Subject to Paragraph 2 the references to Standards, guidance and policies contained or set out in Paragraph 3.4 shall be deemed to be references to such items as developed and updated and to any successor to or replacement for such standards, guidance and policies, as notified to the Supplier from time to time.

3.6 In the event that the Supplier becomes aware of any inconsistency in the provisions of the standards, guidance and policies set out in Paragraph 3.4, the Supplier shall immediately notify the Buyer Representative of such inconsistency and the Buyer Representative shall, as soon as practicable, notify the Supplier as to which provision the Supplier shall comply with.

3.7 If the bespoke ISMS submitted to the Buyer pursuant to Paragraph 3.3.1 is Approved by the Buyer, it shall be adopted by the Supplier immediately and thereafter operated and maintained in accordance with this Schedule. If the ISMS is not Approved by the Buyer, the Supplier shall amend it within ten (10) Working Days of a notice of non-approval from the Buyer and re-submit it to the Buyer for Approval. The Parties shall use all reasonable endeavours to ensure that the Approval process takes as little time as possible and in any event no longer than fifteen (15) Working Days from the date of the first submission of the ISMS to the Buyer. If the Buyer does not Approve the ISMS following its resubmission, the matter shall be resolved in accordance with the Dispute Resolution Procedure. No Approval to be given by the Buyer pursuant to this Paragraph 3 may be unreasonably withheld or delayed. However any failure to approve the ISMS on the grounds that it does not comply with any of the requirements set out in Paragraphs 3.4 to 3.6 shall be deemed to be reasonable.

3.8 Approval by the Buyer of the ISMS pursuant to Paragraph 3.7 or of any change to the ISMS shall not relieve the Supplier of its obligations under this Schedule.

4. Security Management Plan

4.1 Within twenty (20) Working Days after the Start Date, the Supplier shall prepare and submit to the Buyer for Approval in accordance with Paragraph **Error! Reference source not found.** fully developed, complete and up-to-date Security Management Plan which shall comply with the requirements of Paragraph 4.2.

4.2 The Security Management Plan shall:

4.2.1 be based on the initial Security Management Plan set out in Annex 2 (Security Management Plan);

4.2.2 comply with the Baseline Security Requirements and, where specified by the Buyer in accordance with paragraph 3.4.3 d, the Security Policy;

4.2.3 identify the necessary delegated organisational roles defined for those responsible for ensuring this Schedule is complied with by the Supplier;

4.2.4 detail the process for managing any security risks from Subcontractors and third parties authorised by the Buyer with access to the Goods and/or Services, processes associated with the delivery of the Goods and/or Services, the Buyer Premises, the Sites, the Supplier System,

the Buyer System (to the extent that it is under the control of the Supplier) and any ICT, Information and data (including the Buyer's Confidential Information and the Government Data) and any system that could directly or indirectly have an impact on that information, data and/or the Deliverables;

4.2.5 unless otherwise specified by the Buyer in writing, be developed to protect all aspects of the Deliverables and all processes associated with the delivery of the Deliverables, including the Buyer Premises, the Sites, the Supplier System, the Buyer System (to the extent that it is under the control of the Supplier) and any ICT, Information and data (including the Buyer's Confidential Information and the Government Data) to the extent used by the Buyer or the Supplier in connection with this Contract or in connection with any system that could directly or indirectly have an impact on that Information, data and/or the Deliverables;

4.2.6 set out the security measures to be implemented and maintained by the Supplier in relation to all aspects of the Deliverables and all processes associated with the delivery of the Deliverables and at all times comply with and specify security measures and procedures which are sufficient to ensure that the Deliverables comply with the provisions of this Schedule (including the requirements set out in Paragraph 3.4);

4.2.7 demonstrate that the Supplier's approach to delivery of the Deliverables has minimised the Buyer and Supplier effort required to comply with this Schedule through consideration of available, appropriate and practicable pan-government accredited services (for example, 'platform as a service' offering from the G-Cloud catalogue);

4.2.8 set out the plans for transitioning all security arrangements and responsibilities from those in place at the Start Date to those incorporated in the ISMS within the timeframe agreed between the Parties;

4.2.9 set out the scope of the Buyer System that is under the control of the Supplier;

4.2.10 be structured in accordance with ISO/IEC27001 and ISO/IEC27002, cross-referencing if necessary to other Schedules which cover specific areas included within those standards; and

4.2.11 be written in plain English in language which is readily comprehensible to the staff of the Supplier and the Buyer engaged in the Deliverables and shall reference only documents which are in the possession of the Parties or whose location is otherwise specified in this Schedule.

4.3 If the Security Management Plan submitted to the Buyer pursuant to Paragraph 4.1 is Approved by the Buyer, it shall be adopted by the Supplier immediately and thereafter operated and maintained in accordance with this Schedule. If the Security Management Plan is not approved by the Buyer, the Supplier shall amend it within ten (10) Working Days of a notice of non-approval from the Buyer and re-submit it to the Buyer for Approval. The Parties shall use all reasonable endeavours to ensure that the Approval process takes as little time as

possible and in any event no longer than fifteen (15) Working Days from the date of the first submission to the Buyer of the Security Management Plan. If the Buyer does not Approve the Security Management Plan following its resubmission, the matter shall be resolved in accordance with the Dispute Resolution Procedure. No Approval to be given by the Buyer pursuant to this Paragraph may be unreasonably withheld or delayed. However any failure to approve the Security Management Plan on the grounds that it does not comply with the requirements set out in Paragraph 4.2 shall be deemed to be reasonable.

4.4 Approval by the Buyer of the Security Management Plan pursuant to Paragraph 4.3 or of any change or amendment to the Security Management Plan shall not relieve the Supplier of its obligations under this Schedule.

5. Amendment of the ISMS and Security Management Plan

5.1 The ISMS and Security Management Plan shall be fully reviewed and updated by the Supplier and at least annually to reflect:

5.1.1 emerging changes in Good Industry Practice;

5.1.2 any change or proposed change to the Supplier System, the Deliverables and/or associated processes;

5.1.3 any new perceived or changed security threats;

5.1.4 where required in accordance with paragraph 3.4.3 d, any changes to the Security Policy;

5.1.5 any new perceived or changed security threats; and

5.1.6 any reasonable change in requirement requested by the Buyer.

5.2 The Supplier shall provide the Buyer with the results of such reviews as soon as reasonably practicable after their completion and amend the ISMS and Security Management Plan at no additional cost to the Buyer. The results of the review shall include, without limitation:

5.2.1 suggested improvements to the effectiveness of the ISMS;

5.2.2 updates to the risk assessments;

5.2.3 proposed modifications to the procedures and controls that affect information security to respond to events that may impact on the ISMS; and

5.2.4 suggested improvements in measuring the effectiveness of controls.

5.3 Subject to Paragraph 5.4, any change which the Supplier proposes to make to the ISMS or Security Management Plan (as a result of a review carried out pursuant to Paragraph 5.1, a Buyer request, a change to Annex nnex **1** (Security) or otherwise) shall be subject to the Variation Procedure and shall not be implemented until Approved in writing by the Buyer.

5.4 The Buyer may, acting reasonably, Approve and require changes or amendments to the ISMS or Security Management Plan to be implemented on timescales faster than set out in the Variation Procedure but, without prejudice to their effectiveness, all such changes and amendments shall thereafter be subject to

the Variation Procedure for the purposes of formalising and documenting the relevant change or amendment.

6. Security Testing

6.1 The Supplier shall conduct Security Tests from time to time (and at least annually across the scope of the ISMS) and additionally after any change or amendment to the ISMS (including security incident management processes and incident response plans) or the Security Management Plan. Security Tests shall be designed and implemented by the Supplier so as to minimise the impact on the delivery of the Deliverables and the date, timing, content and conduct of such Security Tests shall be agreed in advance with the Buyer. Subject to compliance by the Supplier with the foregoing requirements, if any Security Tests adversely affect the Supplier's ability to deliver the Deliverables so as to meet the KPIs, the Supplier shall be granted relief against any resultant under-performance for the period of the Security Tests.

6.2 The Buyer shall be entitled to send a representative to witness the conduct of the Security Tests. The Supplier shall provide the Buyer with the results of such Security Tests (in a form approved by the Buyer in advance) as soon as practicable after completion of each Security Test.

6.3 Without prejudice to any other right of audit or access granted to the Buyer pursuant to this Contract, the Buyer and/or its authorised representatives shall be entitled, at any time upon giving reasonable notice to the Supplier, to carry out such tests (including penetration tests) as it may deem necessary in relation to the ISMS and the Supplier's compliance with the ISMS and the Security Management Plan. The Buyer may notify the Supplier of the results of such tests after completion of each such test. If any such Buyer's test adversely affects the Supplier's ability to deliver the Deliverables so as to meet the KPIs, the Supplier shall be granted relief against any resultant under-performance for the period of the Buyer's test.

6.4 Where any Security Test carried out pursuant to Paragraphs 6.2 or 6.3 reveals any actual or potential Breach of Security or weaknesses (including un-patched vulnerabilities, poor configuration and/or incorrect system management), the Supplier shall promptly notify the Buyer of any changes to the ISMS and to the Security Management Plan (and the implementation thereof) which the Supplier proposes to make in order to correct such failure or weakness. Subject to the Buyer's prior written Approval, the Supplier shall implement such changes to the ISMS and the Security Management Plan and repeat the relevant Security Tests in accordance with the timetable agreed with the Buyer or, otherwise, as soon as reasonably possible. For the avoidance of doubt, where the change to the ISMS or Security Management Plan is to address a non-compliance with the Security Policy or security requirements (as set out in Annex 1 (Baseline Security Requirements) to this Schedule) or the requirements of this Schedule, the change to the ISMS or Security Management Plan shall be at no cost to the Buyer.

6.5 If any repeat Security Test carried out pursuant to Paragraph 6.4 reveals an actual or potential Breach of Security exploiting the same root cause failure, such circumstance shall constitute a material Default of this Contract.

7. Complying with the ISMS

7.1 The Buyer shall be entitled to carry out such security audits as it may reasonably deem necessary in order to ensure that the ISMS maintains compliance with the principles and practices of ISO 27001 and/or the Security Policy where such compliance is required in accordance with paragraph 3.4.3 d.

7.2 If, on the basis of evidence provided by such security audits, it is the Buyer's reasonable opinion that compliance with the principles and practices of ISO/IEC 27001 and/or, where relevant, the Security Policy are not being achieved by the Supplier, then the Buyer shall notify the Supplier of the same and give the Supplier a reasonable time (having regard to the extent and criticality of any non-compliance and any other relevant circumstances) to implement and remedy. If the Supplier does not become compliant within the required time then the Buyer shall have the right to obtain an independent audit against these standards in whole or in part.

7.3 If, as a result of any such independent audit as described in Paragraph the Supplier is found to be non-compliant with the principles and practices of ISO/IEC 27001 and/or, where relevant, the Security Policy then the Supplier shall, at its own expense, undertake those actions required in order to achieve the necessary compliance and shall reimburse in full the costs incurred by the Buyer in obtaining such audit.

8. Security Breach

8.1 Either Party shall notify the other in accordance with the agreed security incident management process as defined by the ISMS upon becoming aware of any breach of security or any potential or attempted Breach of Security.

8.2 Without prejudice to the security incident management process, upon becoming aware of any of the circumstances referred to in Paragraph 8.1, the Supplier shall:

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

(a) minimise the extent of actual or potential harm caused by any Breach of Security;

(b) remedy such Breach of Security or any potential or attempted Breach of Security in order to protect the integrity of the Buyer Property and/or Buyer Assets and/or ISMS to the extent that this is within the Supplier's control;

(c) apply a tested mitigation against any such Breach of Security or attempted Breach of Security and provided that reasonable testing has been undertaken by the Supplier, if the mitigation adversely affects the Supplier's ability to provide the Deliverables so as to meet the relevant Service Levels the Supplier shall be granted relief against any resultant under-performance for such period as the Buyer, acting reasonably, may specify by written notice to the Supplier;

(d) prevent a further Breach of Security or any potential or attempted Breach of Security in the future exploiting the same root cause failure; and

(e) supply any requested data to the Buyer (or the Computer Emergency Response Team for UK Government ("GovCertUK")) on the Buyer's request within two (2) Working Days and without charge (where such requests are reasonably related to a possible incident or compromise); and

(f) as soon as reasonably practicable provide to the Buyer full details (using the reporting mechanism defined by the ISMS) of the Breach of Security or attempted Breach of Security, including a root cause analysis where required by the Buyer.

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

9. Vulnerabilities and fixing them

9.1 The Buyer and the Supplier acknowledge that from time to time vulnerabilities in the ICT Environment will be discovered which unless mitigated will present an unacceptable risk to the Buyer's information.

9.2 The severity of threat vulnerabilities for COTS Software shall be categorised by the Supplier as 'Critical', 'Important' and 'Other' by aligning these categories to the vulnerability scoring according to the agreed method in the ISMS and using the appropriate vulnerability scoring systems including:

9.2.1 the 'National Vulnerability Database' 'Vulnerability Severity Ratings': 'High', 'Medium' and 'Low' respectively (these in turn are aligned to CVSS scores as set out by NIST http://nvd.nist.gov/cvss.cfm); and

9.2.2 Microsoft's 'Security Bulletin Severity Rating System' ratings 'Critical', 'Important', and the two remaining levels ('Moderate' and 'Low') respectively.

9.3 The Supplier shall procure the application of security patches to vulnerabilities within a maximum period from the public release of such patches with those vulnerabilities categorised as 'Critical' within 14 days of release, 'Important' within 30 days of release and all 'Other' within 60 Working Days of release, except where:

9.3.1 the Supplier can demonstrate that a vulnerability is not exploitable within the context of any Service (e.g. because it resides in a software component which is not running in the service) provided vulnerabilities which the Supplier asserts cannot be exploited within the context of a Service must be remedied by the Supplier within the above timescales if the vulnerability becomes exploitable within the context of the Service;

9.3.2 the application of a ‘Critical’ or ‘Important’ security patch adversely affects the Supplier’s ability to deliver the Services in which case the Supplier shall be granted an extension to such timescales of 5 days, provided the Supplier had followed and continues to follow the security patch test plan agreed with the Buyer; or

9.3.3 the Buyer agrees a different maximum period after a case-by-case consultation with the Supplier under the processes defined in the ISMS.

9.4 The Specification and Implementation Plan (if applicable) shall include provisions for major version upgrades of all COTS Software to be upgraded within 6 Months of the release of the latest version, such that it is no more than one major version level below the latest release (normally codified as running software no older than the ‘n-1 version’) throughout the Term unless:

9.4.1 where upgrading such COTS Software reduces the level of mitigations for known threats, vulnerabilities or exploitation techniques, provided always that such upgrade is made within 12 Months of release of the latest version; or

9.4.2 is agreed with the Buyer in writing.

9.5 The Supplier shall:

9.5.1 implement a mechanism for receiving, analysing and acting upon threat information supplied by GovCertUK, or any other competent Central Government Body;

9.5.2 ensure that the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier) is monitored to facilitate the detection of anomalous behaviour that would be indicative of system compromise;

9.5.3 ensure it is knowledgeable about the latest trends in threat, vulnerability and exploitation that are relevant to the ICT Environment by actively monitoring the threat landscape during the Contract Period;

9.5.4 pro-actively scan the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier) for vulnerable components and address discovered vulnerabilities through the processes described in the ISMS as developed under Paragraph 3.4.5;

9.5.5 from the date specified in the Security Management Plan provide a report to the Buyer within five (5) Working Days of the end of each Month detailing both patched and outstanding vulnerabilities in the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier) and any elapsed time between the public release date of patches and either time of application or for outstanding vulnerabilities the time of issue of such report;

9.5.6 propose interim mitigation measures to vulnerabilities in the ICT Environment known to be exploitable where a security patch is not immediately available;

9.5.7 remove or disable any extraneous interfaces, services or capabilities that are not needed for the provision of the Services (in order to reduce the attack surface of the ICT Environment); and

9.5.8 inform the Buyer when it becomes aware of any new threat, vulnerability or exploitation technique that has the potential to affect the security of the ICT Environment and provide initial indications of possible mitigations.

9.6 If the Supplier is unlikely to be able to mitigate the vulnerability within the timescales under this Paragraph 9, the Supplier shall immediately notify the Buyer.

9.7 A failure to comply with Paragraph 9.3 shall constitute a Default, and the Supplier shall comply with the Rectification Plan Process.

Part B – Annex 1:

Baseline security requirements

1. Handling Classified information

1.1 The Supplier shall not handle Buyer information classified SECRET or TOP SECRET except if there is a specific requirement and in this case prior to receipt of such information the Supplier shall seek additional specific guidance from the Buyer.

2. End user devices

2.1 When Government Data resides on a mobile, removable or physically uncontrolled device it must be stored encrypted using a product or system component which has been formally assured through a recognised certification process of the National Cyber Security Centre ("NCSC") to at least Foundation Grade, for example, under the NCSC Commercial Product Assurance scheme ("CPA").

2.2 Devices used to access or manage Government Data and services must be under the management authority of Buyer or Supplier and have a minimum set of security policy configuration enforced. These devices must be placed into a 'known good' state prior to being provisioned into the management authority of the Buyer. Unless otherwise agreed with the Buyer in writing, all Supplier devices are expected to meet the set of security requirements set out in the End User Devices Security Guidance (https://www.ncsc.gov.uk/guidance/end-user-device-security). Where the guidance highlights shortcomings in a particular platform the Supplier may wish to use, then these should be discussed with the Buyer and a joint decision shall be taken on whether the residual risks are acceptable. Where the Supplier wishes to deviate from the NCSC guidance, then this should be agreed in writing on a case by case basis with the Buyer.

3. Data Processing, Storage, Management and Destruction

3.1 The Supplier and Buyer recognise the need for the Buyer's information to be safeguarded under the UK Data Protection regime or a similar regime. To that end, the Supplier must be able to state to the Buyer the physical locations in which data may be stored, processed and managed from, and what legal and regulatory frameworks Government Data will be subject to at all times.

3.2 The Supplier shall agree any change in location of data storage, processing and administration with the Buyer in accordance with Clause 14 (Data protection).

3.3 The Supplier shall:

3.3.1 provide the Buyer with all Government Data on demand in an agreed open format;

3.3.2 have documented processes to guarantee availability of Government Data in the event of the Supplier ceasing to trade;

3.3.3 securely destroy all media that has held Government Data at the end of life of that media in line with Good Industry Practice; and

3.3.4 securely erase any or all Government Data held by the Supplier when requested to do so by the Buyer.

4. Ensuring secure communications

4.1 The Buyer requires that any Government Data transmitted over any public network (including the Internet, mobile networks or un-protected enterprise network) or to a mobile device must be encrypted using a product or system component which has been formally assured through a certification process recognised by NCSC, to at least Foundation Grade, for example, under CPA.

4.2 The Buyer requires that the configuration and use of all networking equipment to provide the Services, including those that are located in secure physical locations, are at least compliant with Good Industry Practice.

5. Security by design

5.1 The Supplier shall apply the 'principle of least privilege' (the practice of limiting systems, processes and user access to the minimum possible level) to the design and configuration of IT systems which will process or store Government Data.

5.2 When designing and configuring the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier) the Supplier shall follow Good Industry Practice and seek guidance from recognised security professionals with the appropriate skills and/or a NCSC certification (https://www.ncsc.gov.uk/section/products-services/ncsc-certification) for all bespoke or complex components of the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier).

6. Security of Supplier Staff

6.1 Supplier Staff shall be subject to pre-employment checks that include, as a minimum: identity, unspent criminal convictions and right to work.

6.2 The Supplier shall agree on a case by case basis Supplier Staff roles which require specific government clearances (such as 'SC') including system administrators with privileged access to IT systems which store or process Government Data.

6.3 The Supplier shall prevent Supplier Staff who are unable to obtain the required security clearances from accessing systems which store, process, or are used to manage Government Data except where agreed with the Buyer in writing.

6.4 All Supplier Staff that have the ability to access Government Data or systems holding Government Data shall undergo regular training on secure information management principles. Unless otherwise agreed with the Buyer in writing, this training must be undertaken annually.

6.5 Where the Supplier or Subcontractors grants increased ICT privileges or access rights to Supplier Staff, those Supplier Staff shall be granted only those

permissions necessary for them to carry out their duties. When staff no longer need elevated privileges or leave the organisation, their access rights shall be revoked within one (1) Working Day.

7. Restricting and monitoring access

7.1 The Supplier shall operate an access control regime to ensure all users and administrators of the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier) are uniquely identified and authenticated when accessing or administering the Services. Applying the 'principle of least privilege', users and administrators shall be allowed access only to those parts of the ICT Environment that they require. The Supplier shall retain an audit record of accesses.

8. Audit

8.1 The Supplier shall collect audit records which relate to security events in the systems or that would support the analysis of potential and actual compromises. In order to facilitate effective monitoring and forensic readiness such Supplier audit records should (as a minimum) include:

8.1.1 Logs to facilitate the identification of the specific asset which makes every outbound request external to the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier). To the extent the design of the Deliverables allows such logs shall include those from DHCP servers, HTTP/HTTPS proxy servers, firewalls and routers.

8.1.2 Security events generated in the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier) and shall include: privileged account log-on and log-off events, the start and termination of remote access sessions, security alerts from desktops and server operating systems and security alerts from third party security software.

8.2 The Supplier and the Buyer shall work together to establish any additional audit and monitoring requirements for the ICT Environment.

8.3 The Supplier shall retain audit records collected in compliance with this Paragraph 8 for a period of at least 6 Months.

Part B – Annex 2 - Security Management Plan

The initial Security management plan outlined by LGC in their "IT and Cyber Arrangements" document and its corresponding email below covering backups, data transfer and portal access provide reasonable assurances to the operation of LGC's security in accordance with the information provided in the tender. This included operating security in accordance with principles and practices of ISO27001 as required under section 4 of the contract. LGC's Security Plan (s0002) as referred to therein, associated policies and procedures should be updated in accordance with the principles of the standard and in accordance with provisions of this contract.

LGC IT Cyber Arrangements and answers to specific IT-related questions.

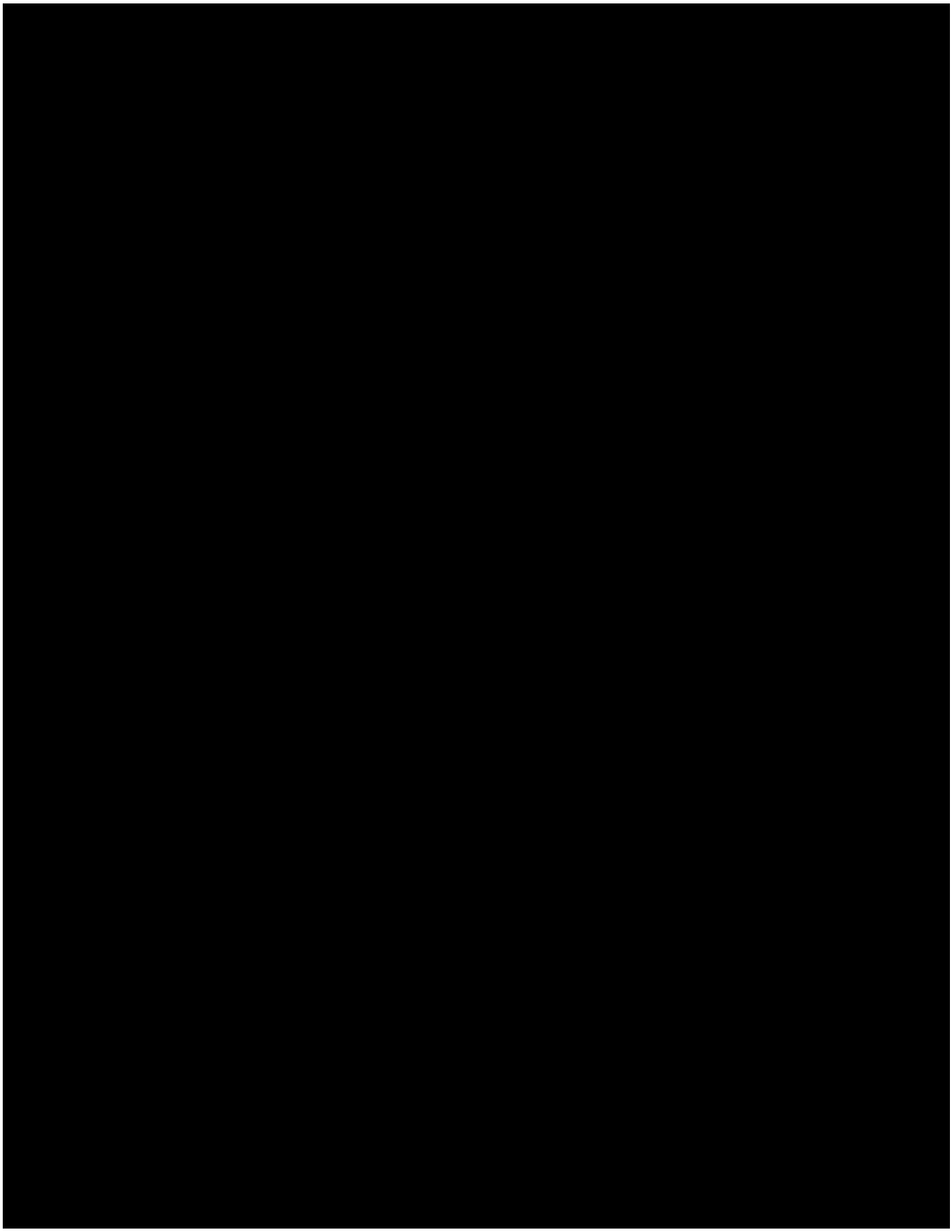
In addition to the information in the IT Cyber Arrangement document, it is anticipated that the data collected on stand-alone PCs will be backed up to SharePoint Online at the conclusion of each experimental run and in accordance with the Removable Media policy detailed in the IT Cyber Arrangement document.

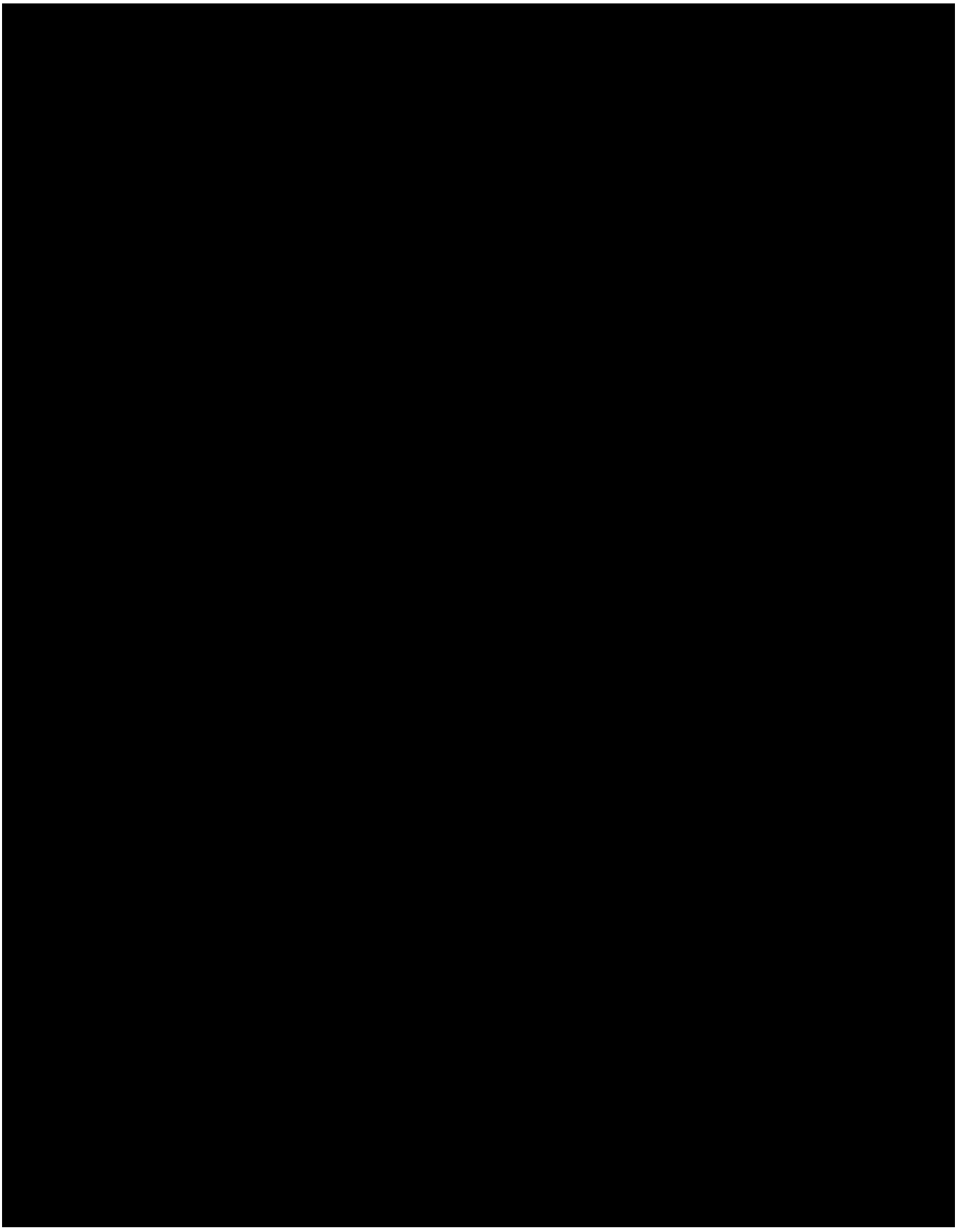
Email response from LGC

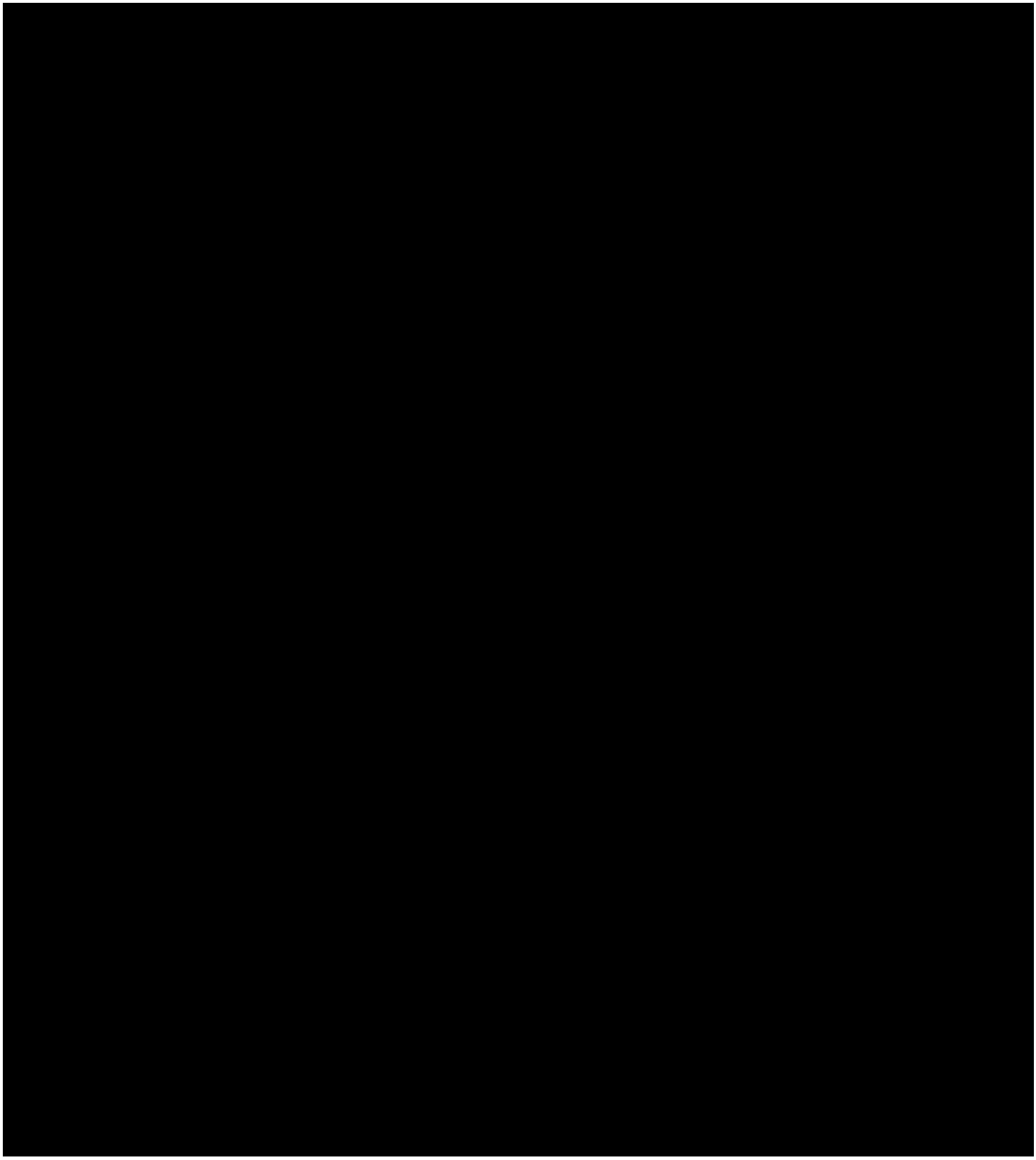
1. **In terms of back up as part of the security management plan**
- how frequently backups run? *3x daily*
- what checks and records are maintained by the organisation to ensure backups are actually running? *immediate alerts and daily monitoring*
- and how in the event of an incident such as a ransomware assurances that the backup process would preserve our data eg separation of the data so it was not also affected by a malicious attack? *different credentials to access third party*

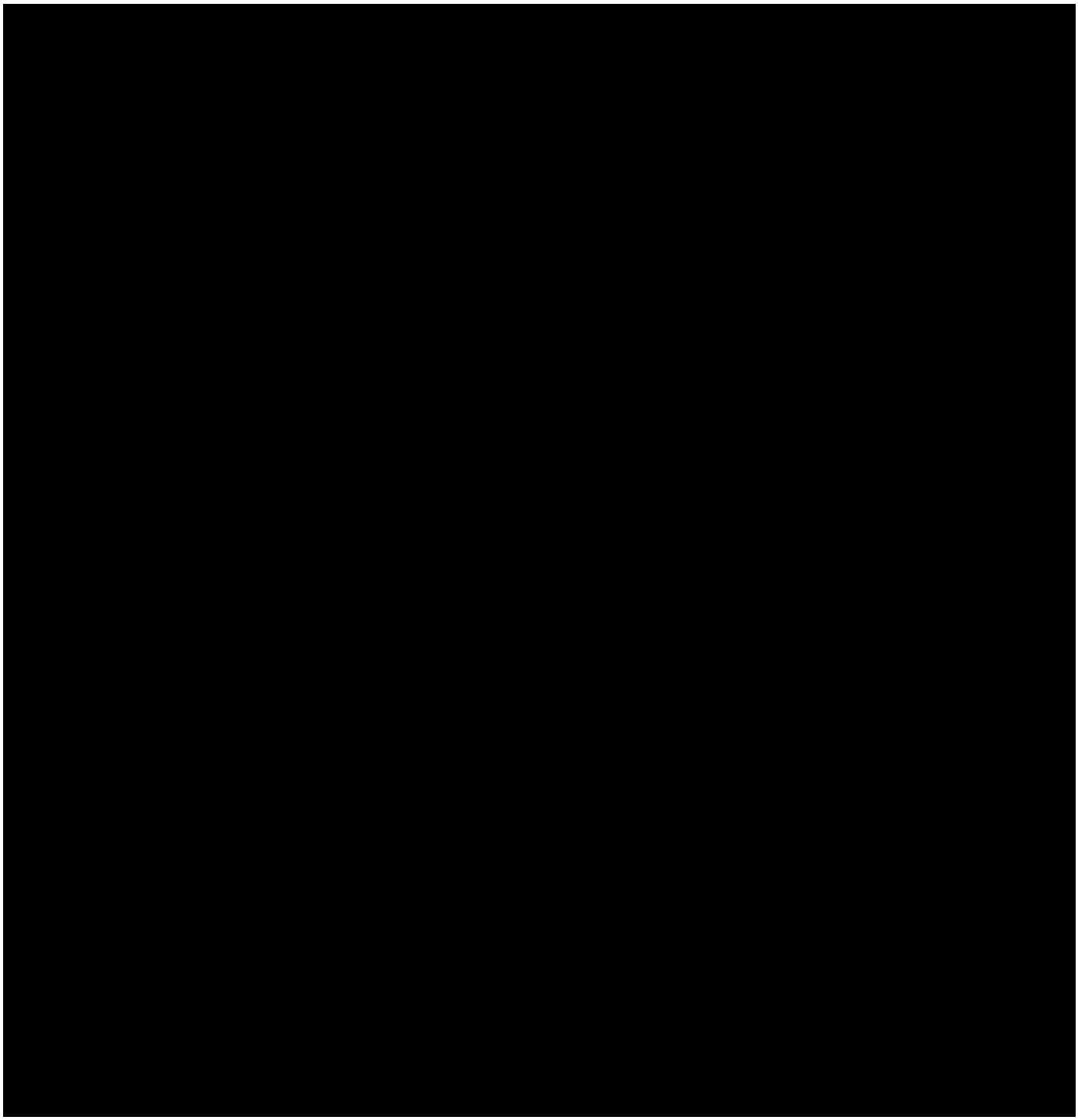
2. **In terms of data transfer** – we would need to understand the exit plan and how that transfer process would take place (ie what format the data would be in and how transferred) – *A SharePoint online site can be exported as a self-contained zip file containing all the documents within the site, plus an excel file containing the site metadata. This could be provided to the FSA via whichever means were required (dropbox, CD, USB drive etc.)*

3. **In terms of the portal access – to clarify with FSA (Option 1. A 'closed' portal with access for LGC, FSA, and other parties as requested by FSA (OCLs etc). Option 2. A publically facing portal)**
- what security sits around it (Multi factor authentication, strength of passwords) – *LGC uses Microsoft 365 portal to authenticate user accounts for sharepoint online. Use of Multi-Factor Authentication (MFA), is now mandated on all user accounts used to access LGC's network. MFA can be via either a text message or an authentication app.*
- has any vulnerability testing been performed on it by LGC – *Vulnerability testing was performed across all of LGC Microsoft 365 products in October 2020. For security reasons, the results of this testing are confidential.*









Schedule 20 (Processing Data)

Status of the Controller

1. The Parties acknowledge that for the purposes of the Data Protection Legislation, the nature of the activity carried out by each of them in relation to their respective obligations under a Contract dictates the status of each party under the DPA. A Party may act as:

(a) "Controller" in respect of the other Party who is "Processor";

(b) "Processor" in respect of the other Party who is "Controller";

(c) "Joint Controller" with the other Party;

(d) "Independent Controller" of the Personal Data where the other Party is also "Controller",

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

Where one Party is Controller and the other Party its Processor

2. Where a Party is a Processor, the only Processing that it is authorised to do is listed in Annex 1 *(Processing Personal Data*) by the Controller.

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

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

(a) a systematic description of the envisaged Processing and the purpose of the Processing;

(b) an assessment of the necessity and proportionality of the Processing in relation to the Services;

(c) an assessment of the risks to the rights and freedoms of Data Subjects; and

(d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.

5. The Processor shall, in relation to any Personal Data Processed in connection with its obligations under the Contract:

(a) Process that Personal Data only in accordance with Annex 1 *(Processing Personal Data*), unless the Processor is required to do otherwise by Law. If it is

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

(b) ensure that it has in place Protective Measures, including in the case of the Supplier the measures set out in Clause 14.3 of the Core Terms, which the Controller may reasonably reject (but failure to reject shall not amount to approval by the Controller of the adequacy of the Protective Measures) having taken account of the:

(i) nature of the data to be protected;

(ii) harm that might result from a Personal Data Breach;

(iii) state of technological development; and

(iv) cost of implementing any measures;

(c) ensure that :

(i) the Processor Personnel do not Process Personal Data except in accordance with the Contract (and in particular Annex 1 *(Processing Personal Data*));

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

(A) are aware of and comply with the Processor's duties under this Schedule 20, Clauses 14 (*Data protection*), 15 (*What you must keep confidential*) and 16 (*When you can share information*);

(B) are subject to appropriate confidentiality undertakings with the Processor or any Subprocessor;

(C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Controller or as otherwise permitted by the Contract; and

(D) have undergone adequate training in the use, care, protection and handling of Personal Data;

(d) not transfer Personal Data outside of the EU unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:

(i) the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with UK GDPR Article 46 or LED Article 37) as determined by the Controller;

(ii) the Data Subject has enforceable rights and effective legal remedies;

(iii) the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Controller in meeting its obligations); and

(iv) the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the Processing of the Personal Data; and

(e) at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the Contract unless the Processor is required by Law to retain the Personal Data.

6. Subject to paragraph 7 of this Schedule 20, the Processor shall notify the Controller immediately if in relation to it Processing Personal Data under or in connection with the Contract it:

(a) receives a Data Subject Access Request (or purported Data Subject Access Request);

(b) receives a request to rectify, block or erase any Personal Data;

(c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;

(d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data Processed under the Contract;

(e) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or

(f) becomes aware of a Personal Data Breach.

7. The Processor's obligation to notify under paragraph 6 of this Schedule 20 shall include the provision of further information to the Controller, as details become available.

8. Taking into account the nature of the Processing, the Processor shall provide the Controller with assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under paragraph 6 of this Schedule 20 (and insofar as possible within the timescales reasonably required by the Controller) including by immediately providing:

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

(b) such assistance as is reasonably requested by the Controller to enable it to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;

(c) the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;

(d) assistance as requested by the Controller following any Personal Data Breach; and/or

(e) assistance as requested by the Controller with respect to any request from the Information Commissioner's Office, or any consultation by the Controller with the Information Commissioner's Office.

9. The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this Schedule 20. This requirement does not apply where the Processor employs fewer than 250 staff, unless:

(a) the Controller determines that the Processing is not occasional;

(b) the Controller determines the Processing includes special categories of data as referred to in Article 9(1) of the UK GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the UK GDPR; or

(c) the Controller determines that the Processing is likely to result in a risk to the rights and freedoms of Data Subjects.

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

11. The Parties shall designate a Data Protection Officer if required by the Data Protection Legislation.

12. Before allowing any Subprocessor to Process any Personal Data related to the Contract, the Processor must:

(a) notify the Controller in writing of the intended Subprocessor and Processing;

(b) obtain the written consent of the Controller;

(c) enter into a written agreement with the Subprocessor which give effect to the terms set out in this Schedule 20 such that they apply to the Subprocessor; and

(d) provide the Controller with such information regarding the Subprocessor as the Controller may reasonably require.

13. The Processor shall remain fully liable for all acts or omissions of any of its Subprocessors.

14. The Buyer may, at any time on not less than 30 Working Days' notice, revise this Schedule 20 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to the Contract).

15. The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Buyer may on not less than 30 Working Days' notice to the Supplier amend the Contract to ensure that it complies with any guidance issued by the Information Commissioner's Office.

Where the Parties are Joint Controllers of Personal Data

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

Independent Controllers of Personal Data

17. With respect to Personal Data provided by one Party to another Party for which each Party acts as Controller but which is not under the Joint Control of the Parties, each Party undertakes to comply with the applicable Data Protection Legislation in respect of their Processing of such Personal Data as Controller.

18. Each Party shall Process the Personal Data in compliance with its obligations under the Data Protection Legislation and not do anything to cause the other Party to be in breach of it.

19. Where a Party has provided Personal Data to the other Party in accordance with paragraph 7 of this Schedule 20 above, the recipient of the Personal Data will provide all such relevant documents and information relating to its data protection policies and procedures as the other Party may reasonably require.

20. The Parties shall be responsible for their own compliance with Articles 13 and 14 of the UK GDPR in respect of the Processing of Personal Data for the purposes of the Contract.

21. The Parties shall only provide Personal Data to each other:

(a) to the extent necessary to perform their respective obligations under the Contract;

(b) in compliance with the Data Protection Legislation (including by ensuring all required data privacy information has been given to affected Data Subjects to meet the requirements of Articles 13 and 14 of the UK GDPR); and

(c) where it has recorded it in Annex 1 *(Processing Personal Data).*

22. Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, each Party shall, with respect to its Processing of Personal Data as Independent Controller, implement and maintain appropriate technical and organisational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1)(a), (b), (c) and (d) of the UK GDPR, and the measures shall, at a minimum, comply with the requirements of the Data Protection Legislation, including Article 32 of the UK GDPR.

23. A Party Processing Personal Data for the purposes of the Contract shall maintain a record of its Processing activities in accordance with Article 30 UK GDPR and shall make the record available to the other Party upon reasonable request.

24. Where a Party receives a request by any Data Subject to exercise any of their rights under the Data Protection Legislation in relation to the Personal Data provided to it by the other Party pursuant to the Contract **("Request Recipient")**:

(a) the other Party shall provide any information and/or assistance as reasonably requested by the Request Recipient to help it respond to the request or correspondence, at the cost of the Request Recipient; or

(b) where the request or correspondence is directed to the other Party and/or relates to that other Party's Processing of the Personal Data, the Request Recipient will:

(i) promptly, and in any event within five (5) Working Days of receipt of the request or correspondence, inform the other Party that it has received the same and shall forward such request or correspondence to the other Party; and

(ii) provide any information and/or assistance as reasonably requested by the other Party to help it respond to the request or correspondence in the timeframes specified by Data Protection Legislation.

25. Each Party shall promptly notify the other Party upon it becoming aware of any Personal Data Breach relating to Personal Data provided by the other Party pursuant to the Contract and shall:

(a) do all such things as reasonably necessary to assist the other Party in mitigating the effects of the Personal Data Breach;

(b) implement any measures necessary to restore the security of any compromised Personal Data;

(c) work with the other Party to make any required notifications to the Information Commissioner's Office and affected Data Subjects in accordance with the Data Protection Legislation (including the timeframes set out therein); and

(d) not do anything which may damage the reputation of the other Party or that Party's relationship with the relevant Data Subjects, save as required by Law.

26. Personal Data provided by one Party to the other Party may be used exclusively to exercise rights and obligations under the Contract as specified in Annex 1 *(Processing Personal Data).*

27. Personal Data shall not be retained or processed for longer than is necessary to perform each Party's respective obligations under the Contract which is specified in Annex 1 *(Processing Personal Data)*.

28. Notwithstanding the general application of paragraphs 2 to 15 of this Schedule 20 to Personal Data, where the Supplier is required to exercise its regulatory and/or legal obligations in respect of Personal Data, it shall act as an Independent Controller of Personal Data in accordance with paragraphs16 to 27 of this Schedule 20.

Annex 1 - Processing Personal Data

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

1.1

1.2 

1.3 The Processor shall comply with any further written instructions with respect to Processing by the Controller.

1.4 Any such further instructions shall be incorporated into this Annex.

Description	Details
Identity of Controller for each Category of Personal Data	The Parties acknowledge that in accordance with paragraph 2 to paragraph 15 and for the purposes of the Data Protection Legislation, the Buyer is the Controller and the Supplier is the Processor of the following Personal Data: • Contact details received by LGC as required for analytical work requested by FSA for animal feed additives method assessments specifically: ○ Animal Feed Additives applicant's contact details (individuals name, business address business contact details e.g. phone number, email) • Personal data processed by LGC in connection with services provided to FSA to support regulatory testing and the work of the FSA, specifically: ○ Business contact details (individuals name, business address business contact details e.g. phone number, email for FSA employees and stakeholders.

Duration of the Processing	As specified contractually, data must be retained for the duration of the contract (01 Apr 2021 to 31 Mar 2025 – with possible break clause after 2 years at 31 Mar 2023). All personal data should be kept until all contracted work has been completed and disposed of at the request of the FSA. Electronic data is retained indefinitely on LGC's secure email server unless otherwise stated.
Nature and purposes of the Processing	This is a requirement by the UK Food Standards Agency on regulated Feed Additive products. The benefit will be that the UK will be able to undertake its own scientific assessment of applications to support the risk assessment. Business cases have been approved. https://www.food.gov.uk/business-guidance/regulated-products/feed-additives-guidance • FSA will receive applications from external parties via the Regulated Products Portal • FSA will send applicant's contact details and method information to LGC via a joint, secure portal base system • LGC will use the applicant's contact details to contact the applicant directly via email • Personal data will be held for the duration of the contract (5 years with a breakpoint point after 3 years) and until all contracted work is completed and disposed of at the request of the FSA. Storage, retrieval and destruction of data made available to LGC by FSA or the applicant in connection with regulatory and testing activities. Personal details in relation to methods required for the analysis in the laboratory/application review are shared electronically by the FSA using a joint, secure portal base system. Emails and associated attachments may be kept and retained on LGC's secure server unless otherwise stated.

Type of Personal Data	• Animal Feed Additives applicant's business contact details (name, address, phone number, email) • FSA employees and stakeholders business contact details (name, address, phone number, email)
Categories of Data Subject	FSA clients that have applied to get their products approved, the applicants are usually Food Business owners
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	On completion of processing the data under this contract (and any associated IPR as governed by clause 9) should be securely transferred to the FSA in a suitable format, and as required by the FSA. The FSA expect LGC only to continue to hold data in accordance with its instructions and delete data where it is no longer required. All personal data will be retained for the duration of the contract and until all contracted work is completed, or until a request is received on behalf of the FSA for destruction. Emails and associated attachments may be kept and retained indefinitely on LGC's secure server unless otherwise stated.

Schedule 21 (Variation Form)

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

Contract Details		
This variation is between:	**[**Buyer**]** (**"the Buyer"**) And **[insert** name of Supplier**]** (**"the Supplier"**)	
Contract name:	**[insert** name of contract to be changed] **("the Contract")**	
Contract reference number:	**[insert** contract reference number]	
Details of Proposed Variation		
Variation initiated by:	**[delete** as applicable: Buyer/Supplier]	
Variation number:	**[insert** variation number]	
Date variation is raised:	**[insert** date]	
Proposed variation		
Reason for the variation:	**[insert** reason]	
An Impact Assessment shall be provided within:	**[insert** number] days	
Impact of Variation		
Likely impact of the proposed variation:	**[Supplier to insert** assessment of impact]	
Outcome of Variation		
Contract variation:	This Contract detailed above is varied as follows: • **[Buyer to insert** original Clauses or Paragraphs to be varied and the changed clause]	
Financial variation:	Original Contract Value:	£ **[insert** amount]
	Additional cost due to variation:	£ **[insert** amount]
	New Contract value:	£ **[insert** amount]

1. This Variation must be agreed and signed by both Parties to the Contract and shall only be effective from the date it is signed by the Buyer

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

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

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

Signature .....

Date .....

Name (in Capitals) .....

Address .....

.....

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

Signature .....

Date .....

Name (in Capitals) .....

Address .....

Schedule 22 (Insurance Requirements)

1. The insurance you need to have

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

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

1.2 The Insurances shall be:

1.2.1 maintained in accordance with Good Industry Practice;

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

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

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

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

2. How to manage the insurance

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

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

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

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

3. What happens if you aren't insured

3.1 The Supplier shall not take any action or fail to take any action or (insofar as is reasonably within its power) permit anything to occur in relation to it which would entitle any insurer to refuse to pay any claim under any of the Insurances.

3.2 Where the Supplier has failed to purchase or maintain any of the Insurances in full force and effect, the Buyer may elect (but shall not be obliged) following written notice to the Supplier to purchase the relevant Insurances and recover the reasonable premium and other reasonable costs incurred in connection therewith as a debt due from the Supplier.

4. Evidence of insurance you must provide

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

5. Making sure you are insured to the required amount

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

6. Cancelled Insurance

6.1 The Supplier shall notify the Buyer in writing at least five (5) Working Days prior to the cancellation, suspension, termination or non-renewal of any of the Insurances.

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

7. Insurance claims

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

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

7.2 Except where the Buyer is the claimant party, the Supplier shall give the Buyer notice within twenty (20) Working Days after any insurance claim in excess of 10% of the sum required to be insured pursuant to Paragraph 5.1 relating to or arising out of the provision of the Deliverables or this Contract on any of the Insurances or which, but for the application of the applicable policy excess, would be made on any of the Insurances and (if required by the Buyer) full details of the incident giving rise to the claim.

7.3 Where any Insurance requires payment of a premium, the Supplier shall be liable for and shall promptly pay such premium.

7.4 Where any Insurance is subject to an excess or deductible below which the indemnity from insurers is excluded, the Supplier shall be liable for such excess or deductible. The Supplier shall not be entitled to recover from the Buyer any sum paid by way of excess or deductible under the Insurances whether under the terms of this Contract or otherwise.

ANNEX: REQUIRED INSURANCES

1. The Supplier shall hold the following insurance cover from the Start Date in accordance with this Schedule:

1.1 professional indemnity insurance with cover (for a single event or a series of related events and in the aggregate) of not less than two million pounds (£2,000,000);

1.2 public liability insurance with cover (for a single event or a series of related events and in the aggregate)] of not less than two million pounds (£2,000,000); and

1.3 employers' liability insurance with cover (for a single event or a series of related events and in the aggregate) of not less than 2 million pounds (£2,000,000).

Schedule 27 (Key Subcontractors)

1. Restrictions on certain subcontractors

1.1 The Supplier is entitled to sub-contract its obligations under the Contract to the Key Subcontractors set out in the Award Form.

1.2 Where during the Contract Period the Supplier wishes to enter into a new Key Sub-contract or replace a Key Subcontractor, it must obtain the prior written consent of the Buyer and the Supplier shall, at the time of requesting such consent, provide the Buyer with the information detailed in Paragraph 1.4. The decision of the Buyer to consent or not will not be unreasonably withheld or delayed. Where the Buyer consents to the appointment of a new Key Subcontractor then they will be added to Key Subcontractor section of the Award Form. The Buyer may reasonably withhold their consent to the appointment of a Key Subcontractor if it considers that:

1.2.1 the appointment of a proposed Key Subcontractor may prejudice the provision of the Deliverables or may be contrary to its interests;

1.2.2 the proposed Key Subcontractor is unreliable and/or has not provided reliable goods and or reasonable services to its other customers; and/or

1.2.3 the proposed Key Subcontractor employs unfit persons.

1.3 The Supplier shall provide the Buyer with the following information in respect of the proposed Key Subcontractor:

1.3.1 the proposed Key Subcontractor's name, registered office and company registration number;

1.3.2 the scope/description of any Deliverables to be provided by the proposed Key Subcontractor;

1.3.3 where the proposed Key Subcontractor is an Affiliate of the Supplier, evidence that demonstrates to the reasonable satisfaction of the Buyer that the proposed Key Sub-Contract has been agreed on "arm's-length" terms;

1.3.4 the Key Sub-Contract price expressed as a percentage of the total projected Charges over the Contract Period; and

1.3.5 (where applicable) Credit Rating Threshold (as defined in Schedule 24 (Financial Distress)) of the Key Subcontractor.

1.4 If requested by the Buyer, within ten (10) Working Days of receipt of the information provided by the Supplier pursuant to Paragraph 1.3, the Supplier shall also provide:

1.4.1 a copy of the proposed Key Sub-Contract; and

1.4.2 any further information reasonably requested by the Buyer.

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

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

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

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

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

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

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

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

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

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

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

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

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

Annex 1

Special Term 1 - Amendments to the Agreement

Both Parties agree to make the following amendments to the Agreement:

Clause	Clause Detail	Proposed Amendment
Definitions (Schedule 1)	***""IPR Claim"*** *any claim of infringement or alleged infringement (including the defence of such infringement or alleged infringement) of any IPR, used to provide the Deliverables or otherwise provided and/or licensed by the Supplier (or to which the Supplier has provided access) to the Buyer in the fulfilment of its obligations under the Contract;"*	The Parties agree to amend this definition to read as follows: *"any claim of infringement or alleged infringement (including the defence of such infringement or alleged infringement) of any IPR used by the Supplier to provide the Deliverables or otherwise provided and/or licensed by the Supplier (or to which the Supplier has provided access) to the Buyer in the fulfilment of its obligations under the Contract. For the avoidance of doubt, an "IPR Claim" shall not include any Third Party IPR supplied by, or transferred from, the Buyer.*
3.3.2	*"The Supplier must co-operate with the Buyer and third party suppliers on all aspects connected with the Delivery of the Services and ensure that Supplier Staff comply with any reasonable instructions of the Buyer or third party suppliers."*	The Parties agree to amend this clause to read as follows: *"The Supplier must co-operate with the Buyer and third party sub-contractors appointed by the Supplier on all aspects connected with the Delivery of the Services and ensure that Supplier Staff comply with any reasonable instructions of the Buyer or such third party sub-contractors. The Supplier may co-operate with third party sub-contractors appointed by the Buyer. Notwithstanding the foregoing, the Supplier shall be under no obligation to disclose the Supplier's Confidential Information or transfer any Existing IPR to any third party sub-contractors appointed hereunder."*
4.10 (Core Terms)	*"The Supplier has no right of set-off, counterclaim, discount or abatement unless they're ordered to do so by a court."*	The Parties agree to amend this clause to read as follows: *The Supplier has no right of counterclaim, discount or abatement unless they're ordered to do so by a court. The Supplier may retain or set-off payment of any amount owed to it by the Buyer if notice, reasons and relevant evidence are provided to the Buyer. "*

8.5 (Core Terms)	*"The Buyer can terminate the Contract for breach of any warranty or indemnity where they are entitled to do so."*	The Parties agree to amend this clause to read as follows: " *The Buyer can terminate the Contract for any material breach of any of the warranty or indemnity on immediate written notice*."
9.1 (Core Terms"	*"Each Party keeps ownership of its own Existing IPRs. The Supplier gives the Buyer a non-exclusive, perpetual, royalty-free, irrevocable, transferable worldwide licence to use, change and sub-license the Supplier's Existing IPR to enable it to both:* • *receive and use the Deliverables* • *make use of the deliverables provided by a Replacement Supplier"*	The Parties agree to amend this clause to read as follows: *"Each Party keeps ownership of its own Existing IPRs. The Supplier gives the Buyer a non-exclusive, perpetual, royalty-free, irrevocable transferable worldwide licence to use the Supplier's Existing IPR to enable it to both for the purpose of this Contract:* • *receive and use the Deliverables* • *make use of the deliverables provided by a Replacement Supplier* *The Supplier agrees and acknowledges that the Buyer will need to (and therefore has the necessary rights to) host and access the methods and the reports provided under this Contract on its internal systems but also to communicate the methods to certain third parties for validation requirements and also publish the reports openly on the Buyer's website for transparency."*
9.2 (Core Terms)	*"Any New IPR created under the Contract is owned by the Buyer. The Buyer gives the Supplier a licence to use any Existing IPRs and New IPRs for the purpose of fulfilling its obligations during the Contract Period."*	The Parties agree to amend this clause to read as follows: *"Excluding any Know-How and any improvements or modifications made to the Supplier's existing processes in connection with the Services which forms the Existing IPR, any New IPR created under the Contract is owned by the Buyer. The Buyer gives the Supplier a licence to use any Existing*

		IPRs and New IPRs for the purpose of fulfilling its obligations during the Contract Period. *For the avoidance of doubt, it is agreed and acknowledged by the Parties that the UK compendium of validated methods for feed additives authorised in the UK are New IPRs and owned by the Buyer."*
10.8.1 (Core Terms)	*"Where the Buyer has the right to terminate the Contract it can terminate or suspend (for any period), all or part of it. If the Buyer suspends the Contract it can provide the Deliverables itself or buy them from a third party."*	The Parties agree to amend this clause to read as follows: *"Where the Buyer has the right to terminate the Contract it can terminate or suspend (for any period), all or part of it. If the Buyer suspends the Contract it can provide the Deliverables itself or buy them from a third party at a reasonable cost*."
11.1	*"Each Party's total aggregate liability in each Contract Year under the Contract (whether in tort, contract or otherwise) is no more than the greater of £5 million or 150% of the Estimated Yearly Charges unless specified in the Award Form."*	The Parties agree to amend this clause to read as follows: *"Each Party's total aggregate liability in each Contract Year under the Contract (whether in tort, contract or otherwise) is no more than the greater of one million Pounds Sterling (£1,000,000) or 150% of the Estimated Yearly Charges, unless specified in the Award Form."*
11.2 (Core Terms)	*"No Party is liable to the other for:* • *any indirect Losses* • *Loss of profits, turnover, savings, business opportunities or damage to goodwill (in each case whether direct or indirect)"*	The Parties agree to amend this clause to read as follows: *"No Party is liable to the other for:* • *any indirect or consequential Losses;* • *Loss of profits, turnover, savings, business opportunities or damage to goodwill (in each case whether direct or indirect); and* • *Loss of anticipated savings."*

14.3 (Core Terms)	"*The Supplier must make accessible back-ups of all Government Data, stored in an agreed off-site location and send the Buyer copies every 6 Months."*	The Parties agree to amend this clause to read as follows: *"The Supplier must make accessible back-ups of all Government Data, stored in an agreed secondary off-site location and make copies available to send to the Buyer at agreed intervals of six months."*
25 (Core Terms)	*Notices*	The Parties agree for the following to be incorporated into clause 24 as clause 24.4: "*24.4 Notices to the Supplier must be sent to the address in the Award Form addressed for the attention of General Counsel, with a copy to be sent by email to legal@lgcgroup.com.*"
Section 1.4 of Schedule 1 (Definitions)	*Definition of Force Majeure:* *"[Force Majeure Event] means any event, circumstance, matter or cause affecting the performance by either the Buyer or the Supplier of its obligations arising from: acts, events, omissions, happenings or non-happenings beyond the reasonable control of the Affected Party which prevent or materially delay the Affected Party from performing its obligations under a Contract; riots, civil commotion, war or armed conflict, acts of terrorism, nuclear, biological or chemical warfare; acts of a Crown Body, local government or regulatory bodies; fire, flood or any disaster; or an industrial dispute affecting a third party*	The Parties agree to amend this clause to read as follows: *"[Force Majeure Event] means any event, circumstance, matter or cause affecting the performance by either the Buyer or the Supplier of its obligations* including, without limitation, any event, circumstance matter or cause arising from: *acts, events, omissions, happenings or non-happenings beyond the reasonable control of the Affected Party which prevent or materially delay the Affected Party from performing its obligations under a Contract; pandemics or epidemics, riots, civil commotion, war or armed conflict, acts of terrorism, nuclear, biological or chemical warfare; acts of a Crown Body, local government or regulatory bodies; fire, flood or any disaster; or an industrial dispute affecting a third party for which a substitute third party is not reasonably available but excluding: any industrial dispute relating to the Supplier, the Supplier Staff (including any subsets of them) or any other failure in the Supplier or the*

	for which a substitute third party is not reasonably available but excluding: any industrial dispute relating to the Supplier, the Supplier Staff (including any subsets of them) or any other failure in the Supplier or the Subcontractor's supply chain; any event, occurrence, circumstance, matter or cause which is attributable to the wilful act, neglect or failure to take reasonable precautions against it by the Party concerned; and any failure of delay caused by a lack of funds."	*Subcontractor's supply chain; any event, occurrence, circumstance, matter or cause which is attributable to the wilful act, neglect or failure to take reasonable precautions against it by the Party concerned; and any failure of delay caused by a lack of funds."*