

TSSW

[REDACTED]  
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[REDACTED]

Date: 24th February 2021  
Our ref: FS430394

Dear Lisa

***Development of a suite of interactive e-books and e-learning course to support the Delivery of official food and feed controls and other official activities, in England, Wales and Northern Ireland***

Following your tender proposal for the supply of the Development of a suite of interactive e-books and e-learning course to support the delivery of official food and feed controls and other official activities, in England, Wales and Northern Ireland to the Food Standards Agency, we are pleased confirm our intention to award this contract to you.

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

We thank you for your co-operation to date and look forward to forging a successful working relationship resulting in a smooth and successful delivery of the deliverables. Please confirm your acceptance of the Conditions by signing and returning the Order Form via Bravo within **7** days from the date of this Order Form. No other form of acknowledgement will be accepted. Please remember to include the reference number above in any future communications relating to this contract.

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

[REDACTED]

[REDACTED]

[REDACTED] Leggett  
Procurement Category Manager

## Order Form

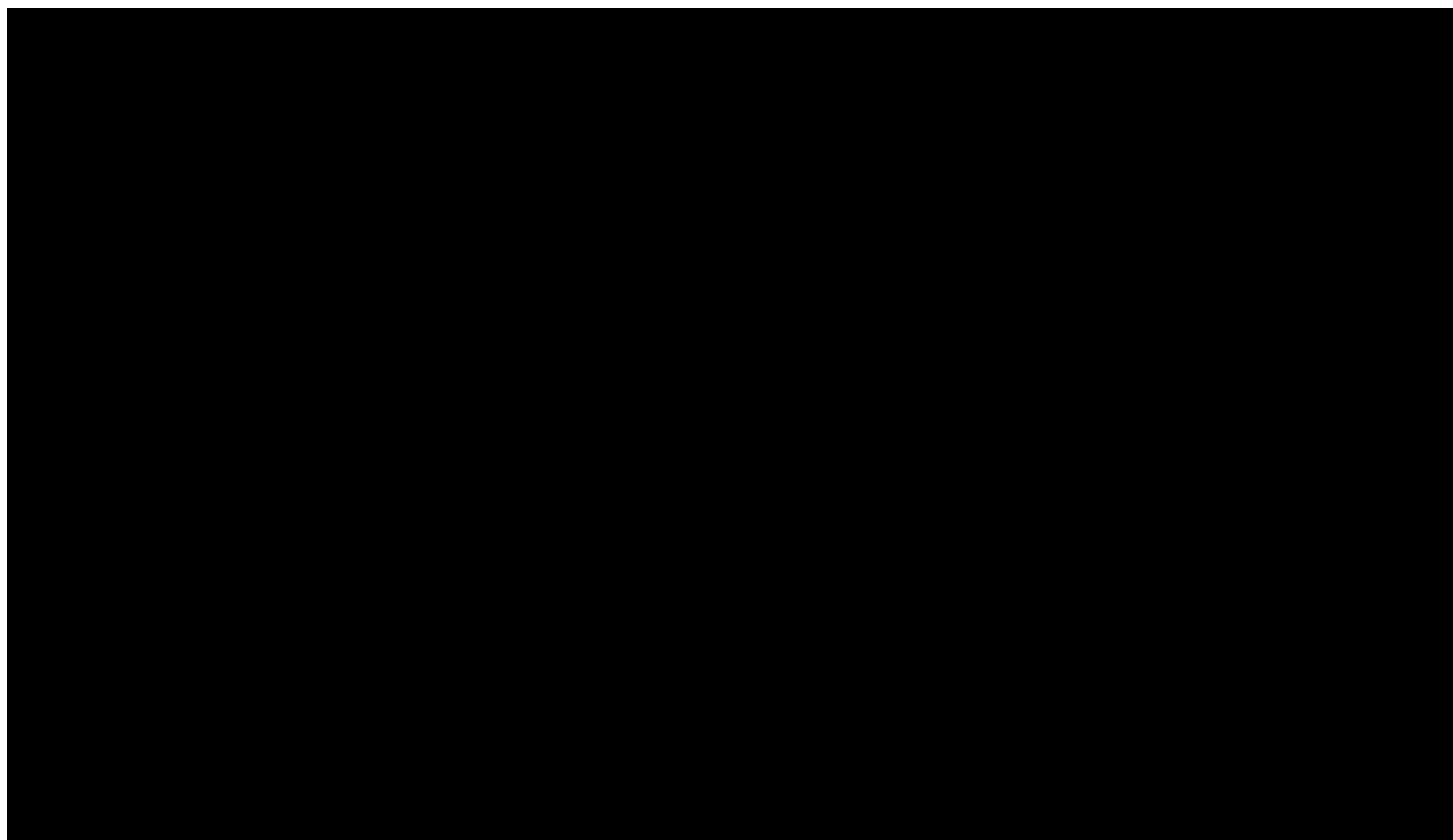
<b>1. Contract Reference</b>	<b>FS430394</b>
<b>2. Date</b>	1st March 2021
<b>3. Buyer</b>	Food Standards Agency Floors 6 and 7, Clive House 70 Petty France London SW1H 9EX
<b>4. Supplier</b>	TSSW Office 30 Victoria Commercial Centre Station Approach Victoria PL26 8LG
<b>5. The Contract</b>	<p>The Supplier shall supply the deliverables described below on the terms set out in this Order Form and the attached contract conditions "<b>Conditions</b>" and any <b>Annexes</b></p> <p>Unless the context otherwise requires, capitalised expressions used in this Order Form have the same meanings as in Conditions.</p> <p>In the event of any conflict between this Order Form and the Conditions, this Order Form shall prevail.</p> <p>Please do not attach any Supplier terms and conditions to this Order Form as they will not be accepted by the Buyer and may delay conclusion of the Contract.</p>

<b>6. Deliverables</b>	<b>Goods/ Services</b>	<p><b>Output 1</b> Creation of the Food Law Code of Practice and the Food Law Practice Guidance - 2 eBooks 1 April 2021</p> <p><b>Output 2</b> Creation of an eBook for the FHRS and development of a supporting eLearning course on delivery of official food and feed controls 31 March 2022</p> <p><b>Output 3</b> Develop and expand the scope of the eLearning course to cover meat, dairy and wine sectors 31 March 2023</p> <p><b>Output 4</b> Creation of an eBook for the Manual of Official Control Framework 31 March 2023</p> <p><b>Output 5</b> Extend scope and update the eLearning course to cover Wales and Northern Ireland 31 March 2024</p> <p><b>Output 6</b> Hosting and Maintenance April 2021 to March 2024</p>
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<b>7. Specification</b>	The specification of the Deliverables is as set out in Annex 2 and the Supplier's tender application form dated 5 <sup>th</sup> February 2021.
<b>8. Term</b>	<p>The Term shall commence on <b>26<sup>th</sup> February 2021</b></p> <p>and the Expiry Date shall be <b>31<sup>st</sup> March 2024</b>,</p> <p>unless it is otherwise extended or terminated in accordance with the terms and conditions of the Contract.</p> <p>The Buyer may extend the Contract for a period of up to 6 months by giving not less than 10 Working Days' notice in writing to the Supplier prior to the Expiry Date. The terms and conditions of the Contract shall apply throughout any such extended period.</p>
<b>9. Charges</b>	The Charges for the Deliverables shall be as set out in Annex 3.
<b>10. Payment</b>	<p>All invoices must be sent, quoting a valid purchase order number (PO Number), to: <a href="mailto:Accounts-Payable.fsa@gov.sscl.com">Accounts-Payable.fsa@gov.sscl.com</a>.</p> <p>Within <b>10</b> Working Days of receipt of your countersigned copy of this letter, we will send you a unique PO Number. You must be in receipt of a valid PO Number before submitting an invoice.</p> <p>To avoid delay in payment it is important that the invoice is compliant and that it includes a valid PO Number, PO Number item number (if applicable) and the details (name and telephone number) of your Buyer contact (i.e. Contract Manager). Non-compliant invoices will be sent back to you, which may lead to a delay in payment.</p> <p>If you have a query regarding an outstanding payment please contact our Accounts Payable section either by email to</p> <p><a href="mailto:Accounts-Payable.fsa@gov.sscl.com">Accounts-Payable.fsa@gov.sscl.com</a> or by telephone 0845 603 7262 between 09:00-17:00 Monday to Friday.</p>

<p><b>11. Buyer Authorised Representative(s)</b> )</p>	<p>For general liaison your contact will continue to be</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p>
<p>[Redacted]</p>	<p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p>
<p><b>13. Key Personnel</b></p>	<p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p>

<p><b>14. Procedures and Policies</b></p>	<p>For the purposes of the Contract the Staff Vetting Procedures/data security requirements/equality and diversity policy are available on <a href="http://www.food.gov.uk">www.food.gov.uk</a></p> <p>The Buyer may require the Supplier to ensure that any person employed in the delivery of the Deliverables has undertaken a Disclosure and Barring Service check.</p> <p>The Supplier shall ensure that no person who discloses that he/she has a conviction that is relevant to the nature of the Contract, relevant to the work of the Buyer, or is of a type otherwise advised by the Buyer (each such conviction a "<b>Relevant Conviction</b>"), or is found by the Supplier to have a Relevant Conviction (whether as a result of a police check, a Disclosure and Barring Service check or otherwise) is employed or engaged in the provision of any part of the Deliverables.</p>
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## Annex 1 – Authorised Processing Template

<b>Contract:</b>	<b>FS430394</b>
<b>Date:</b>	<b>24<sup>th</sup> February 2021</b>
<b>Description Of Authorised Processing</b>	<b>Details</b>
Subject matter of the processing	The processing is required to enable to processor to effectively deliver and update the e-learning and e-books to the end users as detailed in the tender specification and supplier's tender application form.
Duration of the processing	The data will be required for the time it takes to administer the users accounts or for the duration of the contract.
Nature and purposes of the processing	The data will be required to allow the processor to enable access to the e-learning and e-books. Also, to collect statistics on the usage of the e-learning & e-books such as numbers completing the learning, frequency, roles etc. but all to be anonymised. This will include collection, recording and storage. This information will be shared by the controller with FSA Wales and FSA Northern Ireland.
Type of Personal Data	Name, address, telephone, e-mail address, job role, place of work, organisation
Categories of Data Subject	The data subjects would be Competent Authority officers in England, Wales and Northern Ireland undertaking official food and feed controls.



## Annex 2 - Specification

### GENERAL INTRODUCTION

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

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

### A. THE SPECIFICATION

#### Background

The FSA, as the Central Competent Authority (CCA) for food, is required under EU legislation to put in place an appropriate regime of official controls to verify food and feed business operator compliance with food and feed law.

In England, local authorities (LAs) and Port Health Authorities (PHAs) are the Competent Authorities responsible for the verification of compliance with food law in food business establishments, and at points of entry. The Food Standards Agency (FSA) is responsible for setting out direction and guidance on the approach that LAs and PHAs, in England, should take in the Food Law Code of Practice (England) (the Code). This is complemented by the Food Law Practice Guidance (England) (the Practice Guidance).

The Code sets out instructions and criteria to which LAs and PHAs must have regard when discharging their duties in relation to the delivery of official food control activities. The FSA, as the Central Competent Authority, is responsible for ensuring food safety and food hygiene in England, Wales, and Northern Ireland.

Local authorities in England operating the Food Hygiene Rating Scheme are expected to follow the Food Hygiene Rating Scheme: Guidance for local authorities on implementation and operation - the Brand Standard) it in full. The purpose is to ensure consistency in implementation and operation of the FHRS by local authorities. The aim is to ensure that where food business establishments are rated under the FHRS and where consumers see FHRS branding, they can be confident that the local authority is operating the FHRS as the Food Standards Agency (FSA) intends.

As part of the FSA Achieving Business Compliance Programme, we want to establish a food and feed regulatory system which is fit for today's modern world, with a clear framework and principles

outlining our expectations from Competent Authorities (CAs) in terms of what they need to deliver, yet with sufficient flexibility to encourage innovation from those authorities in how they deliver the service. To ensure that all such legislation relating to food standards is enforced effectively & consistently, we want to provide greater support to CAs to increase officers' ability to consistently interpret technical food standards requirements and deal with non-compliance.

The provision of accessible guidance, information and training is key to our role as CCA to ensure that regulatory delivery is effective/consistent in safeguarding public health across the whole food chain, strengthening liaison where dual enforcement responsibilities exist between LAs, FSA and other government departments.

We view the development of an interactive suite of e-books and supporting e-learning package as an important step in providing a centralised resource for officers in England responsible for delivering official controls and other official activities. The annual review and update of the e-books and e-learning will also ensure officers have access to an up to date resources which provides consistent interpretation and advice on legislative requirements and policy.

This work will help the FSA to develop improvements to the current delivery model which will help us realise our objective – to ensure that food is safe and what it says it is. It will also provide a welcomed single and consistent point of reference for LA and PHA officers in England, Wales and NI.

The provision of training is key to our role as CCA and CA to ensure that regulatory delivery is effective/consistent in safeguarding public health across the whole food chain, strengthening liaison where dual enforcement responsibilities exist between LAs, FSA and other government departments. Doing nothing risks gaps in the control system, impacting on the effectiveness of controls and therefore business compliance, public health and consumer confidence.

Benefits are:

- we realise our strategic goal ‘Food We Can Trust’, drive up compliance, the quality, effectiveness and consistency of official food and feed controls and other official activities
- LA, PHA and FSA operations staff are equipped with the right knowledge, skills and behaviours to effectively undertake controls
- evidence of competency can be provided as part of any third country audits now the UK is no longer part of the European Union
- quicker content consumption/better retention/contextual learning for users, aiding consistency/effectiveness of controls
- greater accessibility, content deployed agilely; minimum effort, cost effective

## The Specification

This specification provides an outline of the topics that will form part of the e-learning course content and interactive suite of e-books course, as well as the desired technical outputs.

The aim of this tender is to better support, PHA and FSA operations staff delivering official controls and other official activities, through the design of:

- a user-friendly suite of interactive e-books of the FSA Official Food and Feed Frameworks that give direction and guidance on local authority and FSA delivery of regulatory activities this includes the:
  - [Food Law Code of Practice and associated Food Law Practice Guidance \(England\)](#)<sup>1</sup>
  - Food Hygiene Rating Scheme: Guidance for local authorities on implementation and operation - the [Brand Standard](#))
  - Manual for Official Controls Framework for FSA operational delivery of official food controls and other official activities in the meat, wine and dairy sectors
- an engaging e-learning course that includes suitable user to support effective and consistent delivery of official controls (that ensure that food businesses are meeting their legal obligations).

We are therefore looking for a supplier with established expertise in the subject matter and wants to be able to use this knowledge to help shape the content. It would be helpful if suppliers could demonstrate previous experience of successful delivery of similar projects.

The e-books and e-learning course will be a vital resource in equipping officers to understand their role and responsibilities when delivering official food and feed controls and other official activities.

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<sup>1</sup> Please note these documents are for illustration purposes and are subject to change

## Details

The key elements of the work are as follows:

### Year 1: 2020/21

- Creation of e-books for the Food Law Code of Practice and Food Law Practice Guidance (England)

### Year 2: 2021/22

- Creation of an e-book for the Food Hygiene Rating Scheme: Guidance for local authorities on implementation and operation - the Brand Standard
- Development of a supporting e-learning course on delivery of official food and feed controls and other official activities
- Hosting, maintenance and annual refresh of the e-books and e-learning course

### Year 3: 2022/23

- Develop and expand the scope of the e-learning course to cover official controls and other official activities undertaken by FSA operations staff in the meat/wine and dairy sector
- Creation of an e-book for the Manual for Official Control Framework which sets the standards for delivery of official food controls and other official activities in the meat, dairy and wine sectors
- Hosting, maintenance and annual refresh of the e-books and e-learning course

### Year 4: 2023/24

- Extend the scope of the e-learning to Wales and Northern Ireland
- Hosting, maintenance and annual refresh of the e-books and e-learning course

The supplier must take the following points into consideration:

- To include information on how the supplier will ensure that quality products will be produced
- Define how the e-books and e-learning course will be presented which allows options for the format so that the presentation and format meet the needs of end users, including detail on how to improve online user ability as this will be a living document which will need to be kept updated in light of evolving changes and processes

## E-learning and e-book content

All the written content of the e-books and e-learning (including its Welsh translation, text for the, quizzes and scripts for potential video animations) will be provided by the FSA.

## E-learning

The e-learning will start with an introduction and consist of up to 8 modules plus a search driven glossary. The training will attract approximately 6.5 hours continued professional development. Proposed modules are as follows, but may be subject to change:

Module 1: Administration, liaison, and co-ordination

Module 2: Registration

Module 3: Approval

Module 4: Authorisation, qualifications, and competency

Module 5: Delivery of interventions

Module 6: Food incidents, alerts and food crime

Module 7: Enforcement

Module 8: Product specific legislation

### E-book content

- E-books for the Food Law Code of Practice and Food Law Practice Guidance (England) (consists of approximately 100 and 260 pages in word)
- E-book for the Food Hygiene Rating Scheme: Guidance for local authorities on implementation and operation - the Brand Standard (consists of approximately 90 pages in word)
- E-book for the Manual for Official Control Framework which sets the standards for delivery of official controls and other official activities in the meat, dairy and wine sectors (under development but will consist of approximately 100 pages in word)

### Functionality requirements for the e-books and e-learning

- They must be accessible via all common internet browsers e.g. Chrome, Safari, Firefox, Explorer
- They must be accessible from mobiles and tablets, as well as laptops/computers
- At the end of each e-learning module there will be short multiple-choice quizzes to check knowledge of the module content will be required. Questions should vary when users re-take the quizzes
- The e-learning must have interactive ability for users to select their chosen quiz answer. The correct answers and reasoning will need to be provided after each quiz question
- As a user would be expected to complete the e-learning in a timeframe specific to their needs, the training must have the ability for progress to be saved and for the user to re-access the training multiple times, at a later date, in order to complete it
- Access to user data, including number of registered users, names and completion information, should be available to the FSA at any time, and a user evaluation report produced annually
- There needs to be a secure password login system to the e-books and e-learning for individual users
- The supplier needs to provide end-user support (for example, password resets) which must include an inbuilt feedback mechanism to allow users to raise issues with the content and functioning of the e-books and e-learning course
- The e-learning and e-books must be capable of including pictures as appropriate and various methods of interactive techniques to maintain user interest (animations with voiceovers, and potentially videos, may be included)
- User knowledge of the e-learning course material needs to be capable of being checked at the end, and potentially following certain sections, of the e-learning. Functionality, most likely in the form of multiple-choice questions with a pass rate, is therefore required for this
- Users of the e-learning course must have the ability to produce a certificate on successful completion
- The e-learning and e-books must meet the governments accessibility requirements [WCAG2.1](#) and to remain accessible as an ongoing source of reference for users. For further information please see the [guidance](#) on accessibility requirements for public sector apps and websites.
- Utilisation of technology to enable navigation between sections in the Code, Practice Guidance, Brand Standard and the Manual for Official Controls Framework, with the capability to link to forms, documents and other websites. This will include a resource wide search facility
- Interaction of the e-books with the e-learning course modules

## GDPR

Please outline in your tender how you will comply with the UK GDPR and Data Protection Act 2018, recognising the commissioning authority's role as the 'data controller' and the contractor's role as the 'data processor', and responding to the sections below. If successful you may also be asked to carry out a Privacy Impact Assessment (PIA) or provide further assurances to mitigate any risks arising from a PIA or IG due diligence conducted by the FSA. A privacy notice may be required, which will be reviewed by the FSA Information Governance team.

## 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
- 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
- to regularly test, assess and evaluate the effectiveness of the above measures
- to ensure products and systems are developed with awareness of the government service manual and service standards:

<https://www.gov.uk/service-manual>

<https://www.gov.uk/service-manual/service-standard>

## Additional information

In the tender application form, suppliers are required to detail the proposed delivery timeline, therefore, please take the following information into consideration when forming a response:

- We are looking to go live with the e-books for the Code and Practice Guidance on 1<sup>st</sup> April 2021. In the tender application form, suppliers are required to detail the proposed delivery timeline, therefore, please take this information into consideration when forming a response.
- The review approach should be sufficiently flexible to allow immediate updates of the e-books and e-learning course in light of EU exit, and ongoing periodic review of the Code, practice Guidance, the Brand Standard and Manual for Official Controls Framework. Please state approximately in which timescales these updates could be made and if they are subject to additional fees. If so, please include all rates within your financial submission.
- The e-books and e-learning course should also be in a format that will enable the FSA to undertake any future updates after the contractual period of this contract has ended.
- In year 1 we are likely to be starting with up to 1500 users of the Code and Practice Guidance e-books. This will rise in years 2, 3 and 4 to a maximum of 3000 users. Please include all rates within your financial submission in respect of licensing.
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- Suppliers are required to provide user support (for instance, for password reset). Please include rates for these services within your financial submission.
- The requirement of this specification is that the intellectual property rights of the written content, the final e-learning course and e-books produced, become the property of the FSA.

## Timings

Suggested reporting timescales are as follows:

TABLE 1. REPORTING TIMESCALE	
Action	Timing
Project Start	22 February 2021
Output 1: Creation of e-books for the Food Law Code of Practice and Food Law Practice Guidance (England)	31 March 2021
Output 2: Creation of an e-book for the Food Hygiene Rating Scheme: Guidance for local authorities on implementation and operation - the Brand Standard and the development of a supporting e-learning course on delivery of official food and feed controls and other official activities	31 March 2022
Output 3: Develop and expand the scope of the e-learning course to cover official controls undertaken by FSA operations staff in the meat/wine and dairy sector	31 March 2023
Output 4: Creation of an e-book for the Manual for Official Control framework which sets out the standards for delivery of official controls and other official activities in the meat, dairy and wine sectors	31 March 2023
Output 5: Extend the scope and update the e-learning to Wales and Northern Ireland	31 March 2024
Output 6: Hosting, maintenance and annual refresh of the e-books and e-learning course	April 2021 to March 2024

## Cost

The successful tender would be required to commit to maintaining the resources for 3 years (1 April 2021 – Mar 2024).

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 expenses.

Costs should be provided exclusive of VAT and should clearly state whether VAT will be charged.

Payments will be made against key milestones.

The requirement of this specification is that the intellectual property rights of the developed manual content produced is the intellectual property of the FSA.

## Tender Application form for a project with the Food Standards Agency



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

### 1: DELIVERY OF THE REQUIRED SERVICES (30%)

#### Please answer the questions below: -

Please detail the approach you will take and how you will deliver the requirements detailed in this specification.

We will create a task group to lead on the project, with a lead officer for TSSW, a lead for the IT company and a Head of Service to monitor delivery and provide project governance. We will use individuals from our well established regional feed and food groups as and when expert technical knowledge is required. We will schedule meeting dates to ensure sufficient planning time for prompt delivery of the targets set out in the specification.

We recommend updates to the resources are completed on a quarterly basis, thus enabling consistent version control to be included as the resources develop and thus enabling us to report on updates to users in a consistent manner. A small budget to enable this is included within the financial forecast, under maintenance and staff costs.

To facilitate effective communications between this group and the FSA, we will provide all involved in delivery with access to an FSA collaboration area specifically for this project within the TSSW Intranet\*. This enables several people to review documentation and make comments ahead of meetings, such that meetings can be focused on agreeing a script / new content and discussing progress. The TSSW Intranet is designed specifically to support



## Schedule 3

### [Trading Standards South West, subcontracting with 2dot0 Ltd]

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collaborative working across the region and with Central Govt partners. We already have a similar area set up for the FSA food standards reference manual, which has working well over the past 15 months of delivery on that project (detailed included in the supplementary content - examples). The TSSW Intranet is a secure portal that has been used effectively to support such projects for over 10 years now. The use of online collaboration enables efficient workflows where the team can work smarter, enabling them to meet tight deadlines (such as that required of the first task, which has an exceptionally short timeframe for delivery). As a region we have adopted such methods in order to reduce the cost of travel and subsistence, which has been factored into the costing for this deliverable. It also improves transparency, allowing the FSA to see progress being made on the project and to contribute as and when required.

If required, we can also provide a Forum on this platform to aid discussions between the delivery partners and the FSA, or if required, on the eLearning platform itself - which would allow users of the eBooks and the course to discuss issues. (Please note: we haven't included this in the quote as FSA Smarter Comms already exists for a similar purpose, but we feel it is useful for you to be aware this could be done on either of these platforms mentioned, if you felt it appropriate).

Output 1 is an exceptionally tight turnaround with just 5 weeks to deliver what would normally take 3 months in our experience. Hence, to meet this tight turnaround, we will need to dedicate additional resource to delivery and as such these first 2 eBooks will cost more than the subsequent 2 (in output 2 and 4). For delivery of the eBooks, we will utilise the existing template agreed by the FSA for the 5 eBooks we already deliver for you. Use of this existing eBook template assures our confidence that we can meet this tight turnaround for output 1 (as additional development of such a template from scratch normally takes 4-6 weeks). An example of this template and the existing eBook format is provided in the supplementary content - 3 examples.

The eBooks will be delivered in HTML (as opposed to PDF, in accordance to government accessibility best practice). The content of the text based guidance and manuals will be written into code and displayed as webpages hosted on a secure, customised Moodle platform. The hierarchical navigation for users through the eBook mirrors and enhances the original text with an intuitive, straight-forward interface. An eBook page can contain, words, tables, graphics, audio files, and video files and both content and navigation are responsive across different devices. Additional interactivity facilitates users' understanding of complex content to provide an engaging, user-friendly experience. The eBook functionality includes a powerful search function across both the eBook and its integrated glossary; for managers the feedback and reporting tools plus the user communications system provide essential administration and management support. Further detail of the functionality to be delivered is exemplified in the supplementary examples.

We have a good track record in delivering eBooks nationally, in addition to the 5 we've developed for the FSA, we have also developed 2 for National Trading Standards (on Doorstep Crime and Lettings legislation ) and 2 for TSSW (the Enforcement and Legal process manual and the NAWI manual for metrology). Hence, when the platform develops new resources, implementation of these can be considered across all eBooks and the development cost could be shared, ensuring this remains cost efficient over time and uses the most up to date technology available. This aids in future proofing the resources produced for the FSA.

The 5 FSA eBooks already have a combined audience of over 1,200 users nationally and have their own user feedback mechanisms, such that we have confidence that the template is effective and the design of our eBooks offers a high standard of accessibility and positive user experience, which can be inferred onto the new resources created as part of this contract, should it be awarded to TSSW.

We already deliver eLearning on a national scale to the regulatory services community and this experience and expertise provides us with a highly effective approach and delivery mechanism. We have achieved this through use of working groups, with technical experts writing the content, with project management expertise being provided by TSSW and with innovative IT solutions being provided by a sub-contractor 2.0 Ltd with whom we have worked for over 12 years. Our embedded approach and established workflows ensure we can effectively deliver complex projects, and deliver them to a defined schedule (this is covered further in the supplementary documents - supply chain). We have also taken advice from Nottingham University on best practice for delivery of online courses.

Moodle provides a globally renowned, hugely powerful LMS that 2.0 Ltd customise to provide the precise user experience required. The system's scalability delivers cost effective deployment. There are a multitude of testing formats ensuring active learning to accommodate individual student needs, increasing engagement and resulting in better performance. The reporting tools empower managers and administrators to monitor student progress. Hosting the eBooks and eLearning Courses on the same platform not only facilitates user ability but allows cross referencing of materials such as legislation and technical guidance. More regarding the functionality that will deliver the requirements of this specification is as detailed in the supplementary text - 3 examples.

We have a dedicated officer who maintains the set up and review of users and who creates reports for both the NTS and the FSA on user set up and on progress on courses. Whilst the initial creation of each resource is largely completed by the developer due to the technical complexities, in order to keep costs down, two employees of TSSW are also trained in Moodle in order to make updates to the content of both the eBooks and the courses as and when required and within a 48 hour turnaround. However, due to the requirements of version control of such resources we do recommend that any sizeable content changes are subject to a quarterly update process - such that all users are clear of when changes are made and what is added / removed (a notification would be sent to all users with such an update, thus ensuring officers remain suitably informed of changes in legislation and guidance).

All resources will be mobile optimized, such that they remain readable on a variety of devices. Some images provided by the FSA may need design work completed on them to enable this optimization and some time of a designer has been factored into our costings to respond to this likely need. The platform also enables the user to save a chapter or the whole resource onto their equipment as a PDF, this facilitates usage of the reference materials in the field if an internet connection isn't available. This download is labelled with the version control, so that it is clear to the user when it was saved and such that they can check the platform to see if it has been updated (and when they would need to download again in order to keep the content they have saved current).



## Schedule 3

[Trading Standards South West, subcontracting with 2dot0 Ltd]

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With regard to the Welsh translations of the quizzes' text or film scripts that are to be supplied by the FSA, these will be included in the resources bank. If the FSA require more interaction in Welsh, this will need to be clearly specified and costed additionally.

Please provide a detailed implementation plan and timeline, from start to completion outlining all relevant milestones for delivery of the work as detailed in the specification. The timeline must take into account the ongoing review approach, to ensure that the e-books and e-learning course is updated over the contractual period and remains valid over time.

We are able to provide all 4 new eBooks (in the existing format adopted by the FSA for food standards reference manuals and 2 existing feed eBooks) and the course within the delivery deadlines outlined in the specification. The development timeframes to enable this are detailed in the table below.

Development schedule	To be completed by
Confirmation of whether Tender has been awarded to TSSW	15 February 2021
Contract to be awarded and signed by FSA - a <i>"back to back"</i> contract with 2.0 Ltd to deliver the eBook would be signed to same timeframe.	22 February 2021
Project initiation meeting:	wc 22 February 2021
<b>Output 1 Creation of the Food Law Code of Practice and the Food Law Practice Guidance - 2 eBooks</b>	
Content to be created into the 2 eBooks delivered to TSSW by FSA	22 February 2021
Initial project meeting - milestones to be defined and agreed between all parties in line with the specification's required project deadlines.	
Ongoing collaboration and review facilitated by intranet collaboration area, task group meetings scheduled as required against progress and milestones; delivery dependencies flagged.	
Development phase 1: content review and any content recommendations that require design input agreed with FSA lead, programming of core structure	By 12 March 2021
Mid phase teleconf	Wc 8 March 2021
Development phase 2 : hand coded exercise of complex programming; content programming verification and quality control; sign off and of any graphics creation. Create and populate database for supporting documents, terms and definitions. Verify and quality control database. Responsive design and accessibility audit	29 March 2021
First draft of the eBooks to be shared with the FSA.	30 March 2021
Sign off of draft from FSA. Confirmation of any beta testing / pilot requirements FSA wish completed before national launch. (Dates to be agreed if required - as the feedback mechanism will be in place immediately, you could launch then review feedback in Q1 2021)	01 April 2021
<b>Output 2 Creation of an eBook for the FHRS and development of a supporting eLearning course on delivery of official food and feed controls</b>	
<b>eBook</b> Content to be created into the eBook within 3 months of the copy being provided by the FSA (a precise schedule will be agreed once the delivery date of the FHRS guide is provided, following similar milestones to output 1). The schedule will include a mid-development phase meeting, a first draft deadline and a final sign off deadline. Also in this development there will be liaison with a technical expert.	31 March 2022

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<p><b>eLearning Course</b></p> <p>In our experience, courses tend to take between 6 and 9 months to create and develop. We will liaise with the FSA in order to produce a precise delivery, as this will be very dependent on when FSA provide TSSW with scripts.</p> <p>In order to meet the end of year deadline however, this process should be started no later than Q2 of this financial year. The usual steps for the development of a course are as follows:</p> <ul style="list-style-type: none"> <li>• Liaise with the FSA on the design and development requirements of the course (including an integration requirements with the eBooks, interactive exercises for students, testing requirements, glossary and resources etc)</li> <li>• Beta design for the course</li> <li>• Review content with an expert officer and from an active learning perspective</li> <li>• Population of content</li> <li>• Piloting the course on a small group of @25 students (which is necessary to ensure all test questions are performing as expected, to generate feedback on the course and to review the appropriate number of hours for CPD (aiming for near to 6.5hrs, as outlined in the specification)</li> <li>• Respond to findings of the pilot and make updates prior to national launch</li> </ul>	<p>31 March 2022</p>	
<p><b>Output 3 Develop and expand the scope of the eLearning course to cover meat, dairy and wine sectors</b></p> <p>We would follow the outline above for a course. As there will be new elements of testing included, this would need to be launched as either a new course or a second version of the course.</p> <p>Development timescales estimated at 6 to 9 months from inception to national launch</p>	<p>31 March 2023</p>	
<p><b>Output 4 Creation of an eBook for the Manual of Official Control Framework</b></p> <p>Content to be created into the eBook within 3 months of the copy being provided by the FSA (a precise schedule will be provided once the delivery date of the FHRS guide is provided). As with output 1, the schedule will include a mid-development phase teleconference, a first draft deadline and a final sign off deadline and will reflect similar milestones to be agreed at project initiation.</p>	<p>31 March 2023</p>	
<p><b>Output 5 Extend scope and update the eLearning course to cover Wales and Northern Ireland</b></p> <p>We would follow the outline provided in output 2 for the Northern Ireland course. We will likely be able to deliver the Welsh adaptations to the course quicker than 9 months, as it is anticipated the changes to this will be fairly limited (as agreed in the Q and A with the FSA during this tender process).</p>	<p>31 March 2024</p>	
<p><b>Output 6 Hosting and Maintenance</b></p> <p>Minor platform enhancements are delivered as required in accordance with evolving client needs.</p> <p>Moodle HQ publish a cycle of updates for the platform and a roadmap <a href="https://docs.moodle.org/dev/Roadmap">https://docs.moodle.org/dev/Roadmap</a> for development this includes:</p> <ul style="list-style-type: none"> <li>• Annual major version update to Moodle - involves major work to ensure that theme is updated to function on revised platform - costs covered in hosting and support.</li> <li>• 6 monthly minor update to Moodle - costs covered in hosting and support.</li> </ul>	<p>April 2021 to March 2024</p>	

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<p>When a new version of the software is released, development work is scheduled and then subsequently put live to ensure a seamless adoption of the update without loss of customisation. Updates improve performance and security, responding to new threats.</p> <p>Any additional updates to functionality and content is informed by the reporting functionality and user feedback options within the platform (see supplementary guidance - 3 examples).</p>	
<p><b>Ongoing reviews and updates of content</b></p> <p>We will provide the FSA with details of usage and course progress for review on a quarterly basis.</p> <p>We recommend a teleconference is scheduled between the FSA and TSSW lead to review feedback received and will give the FSA the opportunity to make any additions / updates to content (such as additional weblinks or amends to small pieces of text). The end of year reports will be more details than the quarterly reports and will allow full review of the resources, along with the proposed annual survey of users. Hence any major updates would be completed following this, likely in Q1.</p>	<p>April, July, October and January each year</p>
<p>Please provide details of your licensing structure and how you will accommodate the likely licensing requirements as detailed in the specification.</p>	
<p>The 2.0 platform has been designed to accommodate up to 20,000 users.</p> <p>The user licensing cost structure is on an annual basis from eBook/course launch date and includes setup, delivery, hosting and support costs as well as security.</p> <p>The base fee is calculated on 1500 users which should cover the intended audience for Output 1. The maintenance and hosting fee is comparable to those quoted in our other FSA contracts (which are also for up to 1500 users).</p> <p>Where user numbers are anticipated to exceed 1500, the maintenance fee will increase to reflect this in increments of 1000 users at a reduced rate of £400 per additional 1000 (with a margin of 50 users to be applied ie incremental increases will not be applied until 1550, 2550 etc users are registered). This is reflected in the finance template.</p> <p>This reduction in cost per user 1500+ for this FSA contract is accounted for by economies of scale that can be applied across the project components plus the discount applied for multiple contracts held with the FSA.</p>	
<p>How would the FSA be required to work with your team?</p>	
<p>It is recommended that the FSA designate a project lead for each output. As previously outlined these individuals, and any other colleagues the FSA wish to have input, will have access to the intranet collaboration area. It is expected that all collaboration will take place remotely via teleconference, videoconference and documentation sharing via the intranet. The development schedule above outlines where we feel liaison with the FSA would be helpful. This will enable us to report to the FSA on changes in user set up numbers, any feedback users have provided via the feedback function and make any recommendations relating to that feedback that we may be able to facilitate through the platform and our task group's expertise (e.g. to ensure content remains responsive and to advise where illustration or further explanation of key areas may aid user understanding).</p> <p>The FSA will provide content for us to build.</p> <p>With regard to the eLearning courses, liaison with the FSA will be required particularly on the design and development requirements of the courses (including any integration requirements with the eBooks, interactive exercises for students, testing requirements, glossary and resources etc).</p> <p>The FSA should designate a sign off procedure for putting content live. We recommend a designated project lead(s) is provided by the FSA, who will have the role of signing off any new content / proposed revisions before it is added to the resource.</p> <p>Minor changes, such as typos or broken links will be amended by TSSW upon request and within the budget. We are also happy to host a collaboration area on the TSSW Intranet (as mentioned previously), hence should the FSA ask TSSW to aid with any scripting as new legislation changes, there is an area that can be used to work collaboratively. This can also be used when developing the course and any interactive design elements to aide delegate understanding of the more tricky areas of legislation - where you may wish to work through a case study or example (Please see supplementary document - 3 examples - FSA food reference manual for details of how we propose to collaborate with the FSA).</p>	

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### **2: ORGANISATIONAL EXPERIENCE, EXPERTISE AND STAFF EFFORT (20%)**

**Please answer the questions below: -**

Please detail your knowledge and any experience you have in the development of food and/or feed safety related e-learning or other specialist e-learning courses and e-books.

Please provide an example of a similar project that the proposed project team have completed.

We have experience in delivery of eLearning on a national scale to the regulatory services community. We have previously developed and hosted 2 feed courses for the FSA in response to requirements to improve training made by the FVO followed an audit. Namely a course covering official controls of feed at Point of Entry and Feed at Primary Production. These were delivered to 113 and 273 students respectively between 2015 and 2018. We have already been commissioned to deliver updated versions of these courses in 2021, including new content.

Since late 2018 we have hosted the feed Code of practice and practice guidance as eBooks on this platform.

In 2019 we put in an application to the tender for the online hosting of the FSA food standard reference manuals for England, Wales and Northern Ireland and won the 5 year delivery contract. We proposed the use of the Moodle platform and creation of eBooks. These were developed in 2019 and are updated on a quarterly basis through a small working group. We have drafted new content every quarter, based on the FSA requirements and feedback from users as to where guidance is needed. These eBooks include a real-time user feedback option and we are contracted to complete and report on an annual user survey too. We are now in the second year of delivery of this contract, moving into year 3 in April 2021.

We also currently have 4 courses and an 2 eBooks "live" for National Trading Standards (NTS). These being:

With a further 2 courses currently in development for NTS (investigating social media and an updated intelligence course), which are scheduled for national launch early in the next financial year. We have over 3,000 users collectively signed up for these NTS courses.

A full list of what TSSW and 2.0 Ltd have worked in partnership is listed in the next section.

Three examples of similar projects have been provided in the supplementary documents - these cover 2 eBooks we deliver nationally and 1 eLearning Course. Details of who the contracts are with, how they have been delivered and the functionality they offer are all detailed in this supplementary document - 3 examples.

We are confident of we have the appropriate skills and support mechanisms in place to continue to deliver our existing portfolio and indeed expand on it.

Please provide detail on who will be involved and what experience they have in the development of e-books and e-learning courses.

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How will the resource be made available to the enforcement community? Please include details of the platform proposed for hosting the e-books and e-learning course.

We will use the customised Moodle platform to host these resources, which is already used by the FSA via the TSSW eLearning portal for the 3 FSA food standards references manuals (for England, Northern Ireland and Wales) and for the Feed Code of practice and Practice guidance eBooks (<https://www.tssw-elearning.org.uk>). Each user has a single username and password to access the platform. Access can be assigned for each individual user to some or all of the resources, dependent on the work they are involved in, for example, a feed officer may not need access to the Food Law resources.

As mentioned previously, nearly 400 users nationally already have login details to access the FSA feed Code of Practice and Practice Guidance, whilst just over 1000 users nationally are signed up to use the food standards references manuals for England, Northern Ireland and Wales.

Fundamentally, rollout has a simple workflow wherein the FSA provide list of email lists which are uploaded to the system and users receive an email detailing their login and temporary password. TSSW/2.0 Ltd already have 4200 officers registered on the platform. The de-duplication of these officers is automated: 2.0 processes the email lists, new users are automatically sent a welcome email with login detail, those already registered receive an email message the new resource they now have access to - a new login is not required which facilitates the process considerably for a large number of the enforcement community. Commonality of the platform ensure that many users are already familiar with the interface and therefore reduces barriers to engagement.

As stated, the eBooks and eLearning are hosted on a customised, private Moodle platform. Moodle is a global open source learning platform designed to provide educators, administrators and learners with a single robust, secure and integrated system to create personalised learning environments. Moodle is led and coordinated by Moodle HQ, with a worldwide network of organisations running 34,000,000 courses on the system, including Shell, London School of Economics, UK Civil Service, Microsoft and the Open University with more than 213 million users across both academic and enterprise level usage, making it the world's most widely used learning platform. The Moodle project is well-supported by an active international community and a team of dedicated full-time developers. With over 10 years of development guided by social constructionist pedagogy, Moodle delivers a powerful set of learner-centric tools and collaborative learning environments that empower both teaching and learning. From a few students to millions of users, Moodle can be scaled to support the needs of both small classes and large organisations. Because of its flexibility and scalability, Moodle has been adapted for use across education, business, non-profit, government, and community contexts. The modular set up and flexible design allows 2.0 Ltd to create plugins and customisation to achieve specific functionalities tailored to client requirements, deployed on a secure server for complete control. 2.0 Ltd's platform has a mobile-compatible interface and cross-browser compatibility: content is programmed to be responsive, easily accessible and consistent across different web browsers and devices.

With regard to the eBooks format, it is important to note in terms of making the resource available, the recent article from UK government on their "gov.uk" portal which confirms online resources (eg HTML) as best practice for all Government departments and not PDF. This identifies a series of advantages to providing online resources, such as eBooks, including most importantly improved accessibility and better compliance to published accessibility standards. The article can be found at <https://gds.blog.gov.uk/2018/07/16/why-gov-uk-content-should-be-published-in-html-and-not-pdf/>. Further comments on accessibility are on page 10.

### 3: PROJECT MANAGEMENT (10%)

#### Please answer the questions below: -

Please fully describe how the project will be managed.

TSSW Operations manager (Lisa Peters) will provide project management over the full contract and will ensure meeting dates are scheduled as detailed in the development schedule in part I of this form. This schedule will enable key deliverables to be monitored as they are being developed and progress reports will be provided mid development phase for each milestone.

Over the years she has developed an "agile approach" method of project management to support TSSW and the projects and resources we deliver. This method of working shows how we are able to work flexibly and respond to changing requirements. Thus enabling us to deliver maximum outputs against business priorities in the time and budget allowed. The focus is on people achieving benefits through an engaged, accountable and high perform team. The key focus is on sharing data, openness, team communication and learning from feedback.

The project manager role is an integral part of the team, providing leadership and creating a shared commitment and accountability towards the deliverables of the contract. Part of this role is to break each deliverable into smaller pieces, which can then be prioritised and allocated to the relevant persons to complete. She is also the person who will hold people to account if they do not meet their individual deadlines, providing problem solving assistance when required, thus ensuring the project timescales are constantly monitored and adhered to.

Development and performance of the eBooks from a technical perspective will be reviewed on a monthly basis in liaison with developers.

Details of many of these workstreams can be found on our website at [www.tssw.org.uk](http://www.tssw.org.uk), along with further details of TSSW as an organisation that supports 12 Trading Standards services in the South West, but also works with a number of Central Govt agencies in response to protecting consumers and businesses from rogue traders operating in our society.

Please also see supplementary document - supply chain

What monitoring/evaluation tools will be used throughout development to measure progress, and keep delivery to the agreed timeline?

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The milestones agreed at the initial project meeting will provide the basis of our monitoring plan. We will use our Intranet to schedule the timeline, as it has a shared calendar function for each group set up, which allows us to mark up the key milestones and deliverables (with both dates and who is responsible for delivery) - thus it is clear what is expected and when to all involved. This ongoing collaboration is an essential tool for monitoring progress and for task group feedback.

Our TSSW Heads of Service have also appointed Ivan Hancock (Head of Trading Standards, Dorset Council) as a Link Officer, who will provide Governance from company perspective, ensuring the contract is delivered within the agreed timeline.

Beta testing is a pivotal evaluation tool in the development period which allows us to measure expected user response based on our expertise and experience against actual system outcomes and user feedback in order to flag any inconsistencies, unexpected results or difficulties to be addressed before the output's live launch.

Across the four years we will provide the aforementioned meetings to monitor progress at key milestones and at quarterly meetings, tracking of progress within development will be done regularly (sometimes daily, but always weekly - via liaison with the sub-contractor).

Key evaluation indicators will be included in the annual survey sent to all users, for each resource, and feedback will be used as one of the measures to monitor and evaluate the resources' effectiveness, allowing users to comment on how both the accuracy of the content and how the platform could be improved to aid usability. In-depth - and adaptable - reporting functionality such as completion rates and test question analysis also gives monitoring and evaluation insight across the 4 year development period (for more detail on the reporting functionality see the supplemental examples).

How will validation of the final products be undertaken with the local authority, Port Health and FSA operations staff enforcement community, to ensure they fulfil the needs of end users?

Following initial development of the eBooks we will have a 2 month phase of review and will actively seek feedback from users at the end of this period on how they are finding the resource. This will then be reviewed and a short report provided to the FSA.

For the course, we will conduct a full pilot prior to launch, as this is the best way to test the course is performing as you would expect and fulfilling the needs of the end users. This will include comments from users, but also enables us to complete a comprehensive review of how the testing element of the course is performing - specifically allowing us to look at whether any of the test questions are underperforming and need review prior to national launch.

There will be a 3 month analytics review to see if there are patterns of engagement or non-engagement to flag.

We have also factored into each year of this contract an annual survey - which again allows us to generate further feedback from users. Again a short report of findings from each of these will be completed and reported to the FSA. On an annual basis we can on provides reports showing the use of the glossary and other support materials.

We will provide the FSA with details of usage also on a quarterly basis including who has and has not used the eBook which can also be analysed by region, local authority and role e.g. TS, EH or FSA; what pages of the resource have been used, which pages of the book are popular and less used.

Custom reports can be designed to meet specific KPI's as defined by the client (this is included in the finance forecast provided).

We also have a user feedback module enabled on all resources, thus allowing users to make comments in real time. These will be collated on a quarterly basis and will be provided to the FSA, along with a TSSW evaluation of these and any recommendations for the FSA to consider. This is the same method we are currently employing for the ongoing delivery of the food standards reference manuals and has served us well in terms of maintaining communication channels with the FSA.

### 4: INNOVATION (5%)

**Please answer the questions below: -**

A product or an idea becomes **innovative** when it stands out from the rest and truly **makes** the customers' lives easier. How will you build innovation into the development of the e-books and e-learning course to produce better products?

In terms of system development and functionality, our partner 2.0 Ltd's ethos is to understand and develop in partnership with clients, firstly keeping abreast and exploring advances in the wider online sphere (such as programming developments, currently H5P rich HTML etc) and then investigating the benefits that can be tailored to produce innovation within the system. Innovation is built into the company's mission.

As a system, Moodle creates open source solutions with the values of education, openness, respect, integrity and innovation. The platform has a roadmap for development composed with input and ideas from the global community, including stakeholders and over 1000 developers. One of the 4 main goals is continued improvement in user experience. The roadmap is published with quarterly updates. Moodle benefits from symbiosis across diverse stakeholder groups and fields globally, this broader open source approach is a catalyst for innovative technical development which 2.0 harnesses and customises to benefit our specialist purposes. Better products come from improvements in the functionality and user experience, tangible gains, but also from visioning what an LMS should be in the next decade and beyond. As part of the Moodle community we access the knowledge, experience and creativity of some of the largest and best informed education practitioners and stakeholders globally as they deliberate on this as part of Moodle's roadmap process.

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2.0 has an active approach to anticipating needs through a thorough understanding of a client's business, facilitated by partnership with TSSW and our in-depth knowledge and expertise. This produces a well-informed, continual re-evaluation of products and ideas to ensure improvement and innovation. Across a contract period of 4 years, the FSA will benefit from this continuous path of innovation as they do currently with their other resources we host. As mentioned previously,

Specific innovations to the eBooks include the numerous advantages in terms of accessibility and readability gained by making the hefty codes and guidance documents into our eBook format. It allows the documents to become fully searchable, with weblinks embedded, footnotes included, alongside a dynamic glossary: each time a word from the glossary appears in the manual a "pop-up" definition can be accessed by clicking on the link. This functionality is fully indexed and searchable, an innovation that facilitates user understanding and self-guided exploration of the topic, personalising learning to the individual needs.

As mentioned previously, we will also include a robust feedback mechanism within the platform, enabling users to feedback on issues and help inform the ongoing development of the resources to produce better products keenly attuned to user needs.

We would also encourage greater use of visual aids to break up the content - such as inclusion of pictures and tables, which again can be used to simplify and better illustrate content and make the manuals easier to use.

For the eLearning course in particular, we will adopt a series of prompts to encourage engagement and help the student to complete the course. Historically, completion rates on courses have not always been as high as you would hope - with people signing up to start a course, making a start then abandoning it half way through. In our most recent course for the NTS we have developed a fortnightly prompting programme, which reminds the student they've been signed up to a course and should make a start on it, it also prompts them to reach the end of the first module (e.g. take the test). This has increased the completion rates in the first 3 months since launch significantly (near to 20% greater completion has been seen, compared to previous courses).

Interaction between the student and the course is key to engagement. With regard to the courses, we would encourage the nominated FSA Lead on the scripting to consider active learning methods of engagement - including interactivity both within the course content itself and in the methods used for testing at the end of each chapter. We will provide advice, support and guidance on this. A summary of the sort of interaction that can be included are in the supplementary document - 3 examples. It should also be noted, if the FSA choose to provide films for inclusion in any of these resources, these can also be reviewed for potential of interaction with the student (which can be achieved through embedding the films in Vimeo).

Through use of a dedicated learning management system, we are able to provide student tracking throughout the course, allowing the student to jump in and out of the course at their leisure. The tracking shows the student exactly where they have progressed to, so they know exactly where they need to start from on their return. The platform also always the test at the end of each chapter to be calculated simultaneously, such that the student knows what score they have attained for that chapter and also allowing them to retake the chapter on one occasion if they fail it on the first attempt. This supportive process and flexibility in taking the course again has been found helpful in encouraging students to progress through the course at their leisure, without feeling it has to be all sat in one go - which for many can be difficult to justify in addition to their usual workload.

It isn't until the end of the course that the CPPD certificate is offered, which then details how the student has scored at each chapter and provides a final score. This is available to download from the platform, but is also stored for the student.

We will also complete a 404 link checker, such that all links in the resources will be checked on a quarterly basis and mended where necessary.

How will the e-books and e-learning course be presented which allows them to meet the needs of end users? Please include detail on how to improve online user ability given the e-books and e-learning course will need to be kept updated in light of evolving changes, and processes?



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As discussed, we will request feedback via the site (collated on a quarterly basis) and via the annual survey and update the manuals as requested by the working group, thus allowing the eBooks to evolve over time. This method of delivery allows such amendments to be made via TSSW as a single point of contact and we will apply full version control via Moodle. The date of publishing the current manual will be visible throughout the site.

2.0 Ltd adopt the Government Digital Service Design Principles (<https://www.gov.uk/designprinciples>), which are integral to their methodology. They are focused on business needs and iterative development. With regard to the presentation of the resources to effectively meet the needs of the end users, interface design is critical, 2.0 Ltd's platform is easy to navigate and understand - a large number of officers are already familiar with the system. The simple menu levels follow a 'breadcrumb trail' and are visible on screen at all times. Clear, simple design layouts ensure that the consumption of information is easy with a clear message. The system is responsive to a wide variety of devices.

In terms of the improvements to user ability, functionality enhancements are a part of the ongoing platform maintenance. Version control in light of the evolving resource changes and user communication are key. We have the ability to contact each of the users via their sign in page to the resources and provide updates - all users can be informed of changes and how they are likely to affect them. Also quarterly reviews are sent out regarding content changes to eBooks.

In our experience, the more you engage with the end users, the more likely you are to get increasingly frequent visits to the resources - which in turn helps to ensure officers are aware of changes and supports their competency in delivery of these controls. It is through regular engagement that the resources become part of the enforcement officer arsenal. It is also helpful to show that their feedback is considered and responded to.

The system can prompt users to return to the site and stay engaged with it, a programme of email prompts can be implemented in discussion with client with tailored language and timings in order to meet the client's goals. These can include all or some of the following:

- Welcome to the platform
- Enrolled on course
- If not engaging with course after period of time
- If course begun, not complete after a period of time.
- For feedback on course
- With reminder of core course content after a period to help consolidate learning

### 5. RISK MANAGEMENT (5%)

**Please answer the questions below:**

How would you manage the risk of any unexpected setbacks during the project?

What systems and processes does your organisation have in place with regards to contingency planning?

How would your organisation account for possible delays caused by unforeseen circumstances, do you have mitigating measures to address them?

The collaboration, evaluation and monitoring process described earlier in this application will help us to monitor for, assess and manage any unexpected setbacks and program them into the schedule.

Management via TSSW would allow the working group to pose queries to the wider food and feed groups if required, thus accessing fully qualified staff across all 14 local authorities (LA) in the South West and persons from both a Trading Standards background and from an Environmental Health background. Hence, we are not leaning on one LA for their expertise and assistance. This strategy has always worked well for this regional organisation and is how we support each other in challenging times, such as responding to the Covid pandemic but still delivering on projects.

Use of Moodle as a platform to base the eBook on is well supported nationally with significant stakeholders in the public sector (being deployed in the civil service to over 500,000 nationally). With its market share, its relationship with the developer community and its partnership with sites deploying its software is well established and has a reputation of good security. Its success has shown continued growth over the past 16 years and has a current published development roadmap to 2025. This along with the open source nature of the platform means we can access other developers should the need arise (e.g. if 2.0 Ltd ceased to trade). However, 2.0 Ltd has its own contingency planning to ensure its own resilience and has confirmed commitment to the 4 year model outlined in the specification. Given the nature of the project the main risk would be unforeseen unavailability of staff at 2.0 Ltd and the company have alternative resources identified as part of their risk management and contingency planning. Possible delays can likely be absorbed by capacity within the company and are mitigated by the pre-existing model and template for delivery.

This deliverable is focused on supporting / providing guidance to local authority enforcement officers and our bid has been designed as such. We have included 2 factor authentication into the bid to cover the FSA contracted vets, who do not have a "gov.uk" email and hence we feel it is prudent to include this to protect the security of the platform.

We will also request each user completes a terms of use agreement at first login, which would include a GDPR clause within it. TSSW and 2dot0 Ltd would be data processors for these resources, with the FSA being the data controller.

To avoid and mitigate any unexpected set backs, TSSW will review any risks and dependencies as the project progresses and where possible resolve these within the working group. However, if something arises that needs greater support from the members, the process for raising such issues is as follows:

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TSSW has a tactical tasking group that manages all the tasking process within TSSW and monitors bi-monthly the process of all our workstreams (which are detailed in our regional Control Strategy). If any concerns were raised in this group we would inform the HoS Link Officer, who would then review the issue and provide guidance to the working group or if necessary elevate these for discussion at the next TSSW Board meeting. Alternative provision to bridge gaps / concerns would be assured by TSSW, by using its local authority partnership to bridge any gaps (e.g. a replacement working group member). We haven't included a contingency fund within this contract, but it should be recognized that IT solutions and staffing are subject to inflationary costs and as such this should be reviewed mid contract with the FSA.

TSSW complete a risk assessment every 2 years, alongside the Strategic Assessment for the region. This includes review of the staffing and relevant contingencies to bridge any gaps, review of work pressures, completion of a SWOT analysis. All contracts are reviewed as part of this procedure and the process is documented in our business plan. TSSW CIC has been operating for 3 years, but prior to this all members had worked in partnership for over 18 years and hence this is a well established and sustainable organisation.

### 6. QUALITY MANAGEMENT (5%)

**Please answer the questions below:**

**How will you ensure the quality of the products that are produced, and what internal processes will you follow?**

We have discussed previously in this form in parts 3 and 4 how we will seek feedback from users and use this to provide the FSA with recommendations to improve the resources and the content therein. The platform is very responsive to making changes to content and without incurring any additional charges to those outlined in the finance sheet.

As mentioned previously we recommend FSA nominate a lead officer to be responsible for sign off of any new content and indeed for each of the delivery milestones. Involvement of the FSA and this nominated officer in the task group will ensure that best practice and standards for the industry are included in the resources. Whilst monitoring of feedback can also be used to ensure officers are able to follow and understand the guidance provided.

All meeting notes both of the task group and of discussions with the FSA will be added to the TSSW Intranet area for the contract and can be accessed by the FSA. We will use our regional feed and food experts to aid in the peer review of new content the FSA provide (e.g. script that hasn't been consulted upon nationally, but that has been developed to further explain a subject following user feedback).

Financial management will be provided by TSSW Operations manager and accounts will be monitored on a quarterly basis by the HoS Link Officer.

We already work with the FSA on a variety of projects, as have been mentioned within this document and the supplementary documents. Hence, there is already evidence in our examples of our ability to provide a quality product that meets the FSA's requirements and specification.

Further details of the supply chain management are detailed in the supplementary document - supply chain

**Please detail any relevant codes of practice to which your organisation is a signatory, and any accreditations to quality standards currently held.**

TSSW - Project manager: accredited to ILM level 5 management course, accredited member of the Chartered Trading Standards Institute. We are a signatory to the SW GAIN and have adopted the National Intelligence Model, hence have a good understanding of local authority enforcement needs and requirements. We also provide training with National Trading Standards on this subject.

TSSW have our own HR and policy documents as a Ltd company. These include a GDPR policy.

2.0 Ltd:

- eLearning Network member (which includes partners such as NHS Health Education England, Woodrow Mercer and The Charities Learning Consortium).
- Government Digital Service Design Principles (<https://www.gov.uk/designprinciples>)
- Moodle collective developer - Moodle standards: IMS LTI™ Certified, SCORM-ADL compliant, WCAG 2.1 Level AA accreditation  
<https://docs.moodle.org/310/en/Standards>

How will you ensure that the outputs meet the [WCAG 2.1 accessibility standards](#) to level AA, as a minimum?  
When you release upgrades, how can you assure us they will not have a negative impact on accessibility?

## Schedule 3

### [Trading Standards South West, subcontracting with 2dot0 Ltd]

**CONFIDENTIAL**

We will host the eBooks and the course on TSSW's Moodle platform. Moodle's goal is to be fully accessible and usable for all users regardless of ability. When deciding how Moodle presents its content for best Web accessibility, the WCAG 2.0 guideline is followed.

The Moodle system upon which 2.0 Ltd delivers its platform is WCAG 2.1 Level AA accredited. <https://docs.moodle.org/310/en/Standards>  
The system is designed by default to provide equal functionality and information to all people. This means that there should be no barriers for people regardless of disabilities, assistive technologies that are used, different screen sizes and different input devices (e.g. mouse, keyboard and touchscreen). Both the application and the content is designed to be perceivable (P), Operable (O), understandable (U) and robust (R) according to the definitions provided by WCAG 2.1. All updates are performed in line with this baseline principle. Moodle has been working with an external auditor to review the platform since January 2020 and has a longstanding Moodle Accessibility Collaboration Group. Audits are completed with automated tools and user journey testing and accessibility improvements addressed in updates. This ensures that any upgrades will not have a negative impact on accessibility. More details on Moodle's work on accessibility is detailed here: <https://docs.moodle.org/dev/Accessibility>

All of 2.0's programming and customisation places the WCAG 2.1 POUR principles at the centre of the process. The 2.0 custom theme which adds simplicity (a concept borrowed from engineering) - to ensure a user-friendly, intuitive interface with minimal issues for users and no compromise to accessibility. The Moodle authoring features facilitate accessible content creation along with our own expertise.

Furthermore implementation of changes or customisation are checked using our accessibility audit. We cross reference and follow also the government guide - Doing a basic accessibility check. Other specific systems we utilise to ensure customisation by 2.0 maintains the high level of accessibility achieved by Moodle include:

- 2 tools on the Atto toolbar:
- Accessibility Checker will check for images with missing or empty alt text (unless they have the presentation role).
- Insufficient contrast of font colour and background colour; long blocks of text that are not sufficiently broken up into headings; all tables include captions and do not contain merged cells as they are difficult to navigate with screen readers; all tables should contain row or column headers; a screen reader helper that checks how a screen reader will see the page.
- Google Chrome the audit tool.

Furthermore, html is the core technology for all content on the platform in line with government best practice:

article titled Why GOV.UK content should be published in HTML and not PDF <https://gds.blog.gov.uk/2018/07/16/why-gov-uk-content-should-be-published-in-html-and-not-pdf/>) html increases accessibility and has high interoperability (can be used on many systems). PDFs are only used when directed by clients to house archive or secondary material support material.

All components of the platform are entirely operable through a keyboard-only interface. Full version control will be applied, as mentioned previously, with old versions accessible as a PDF in an archive area. All resources will also be available to print either a page at a time or as a whole document.

As mentioned, 2.0 Ltd are part of the Moodle collective of developers and we will continue to use this group to provide support and facilitate continual development over the 5 year period of the contract.

## 7. DATA PROTECTION (5 %)

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 UK General Data Protection Regulations and the Data Protection Act 2018 when processing personal data, adhere to any information confidentiality requirements and have appropriate organisational and technical measures in place to ensure that information collected, processed and transferred on behalf of the FSA, is done securely and in line with minimum government security standards.

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 if applicable. Plans for how data will be deposited (i.e. within a community or institutional database/archive) and/or procedures for the destruction of physical and system data should also be included in this part. The applicant will be responsible for ensuring that they and any sub-contractor who processes or handles information on behalf of the FSA are conducted securely.

Supporting comments have been provided by TSSW and 2.0 Ltd on the data protection proforma provided with this tender. In short, we are both working towards Cyber Essentials Plus and have a number of policies in place to ensure best practice is maintained with respect to DPA 2018.

Data protection and security requirements are considered as follows:

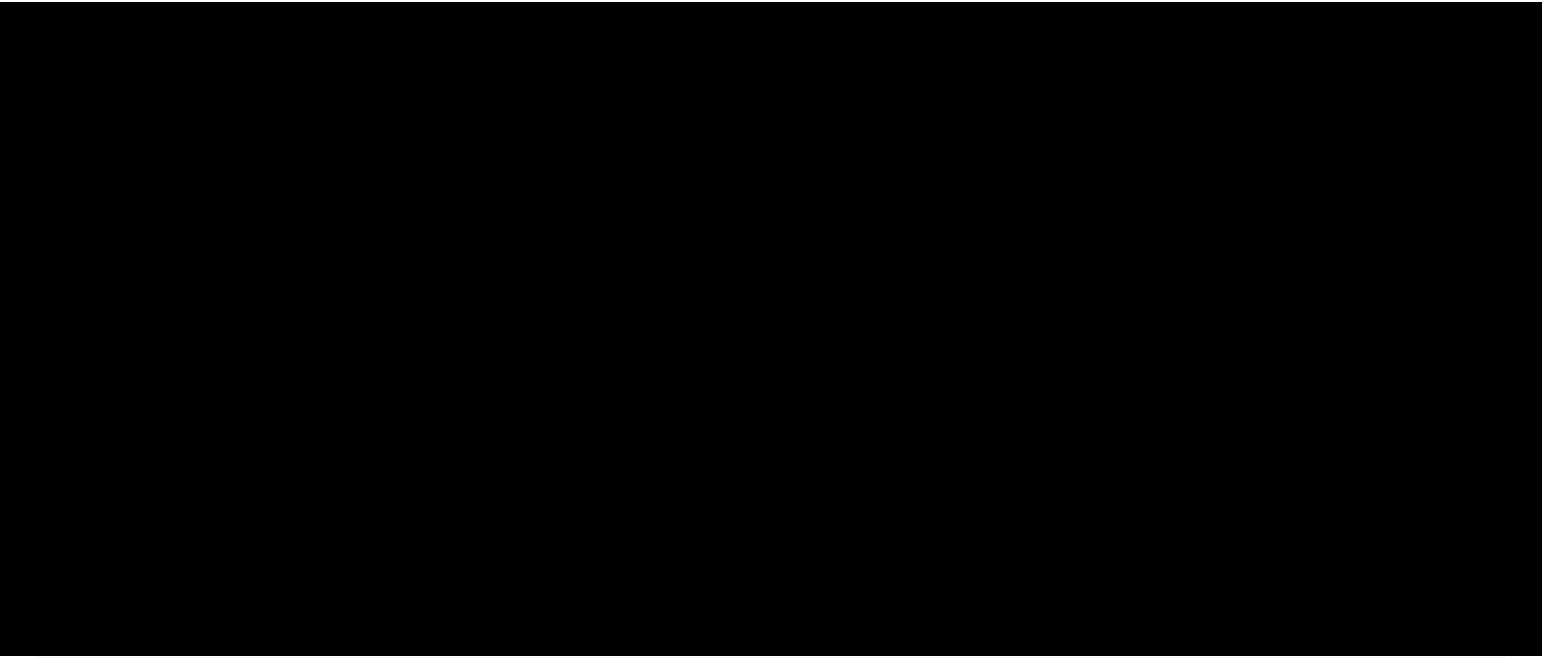
Users are providing limited information to us in order to be set up to use the eBooks or the course (e.g. name and email and local authority they work for.)

Whilst we will monitor usage of the eBooks, any reports on usage to the FSA would be anonymised prior to sharing. This is also true of any feedback gathered from users and when reporting on course progress.

Each year we review our lists and request any users who leave the regulatory services inform us, such that their accounts can be suspended. Suspension is our preferred method initially, as we find many officers move between local authorities - hence by suspending they can re-assigned to a different LA but retain their training and associated certification. If after 5 years they remain suspended, then we will permanently delete the account.

The project is designed with Article 25 of the Data Protection Act in mind, there are no specific data protection issues in this project. Please refer to the answers in GDPR Questionnaire.

## Schedule 3



should then be uploaded to Bravo in to the *Supporting Documents* section of the technical envelope. Each supporting document should be clearly marked with the following details:

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

## **Annex 3 - Charges**

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

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

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

Some boxes have **blue** text and this indicates that the value is calculated automatically

Some boxes are shaded **red** and these boxes **must** be completed

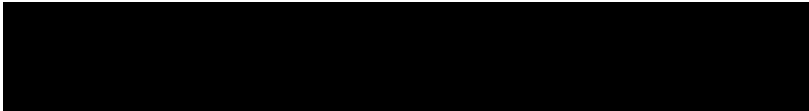
Guidance notes on completion of fields can be removed from view by pressing the ESC key

Please submit the application through the Agency's eSourcing portal by the deadline detailed within the specification.

This form should be completed by the project lead applicant and must include the collated costs for all participating organisations applying for the project work

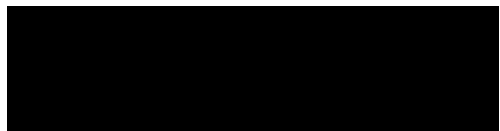
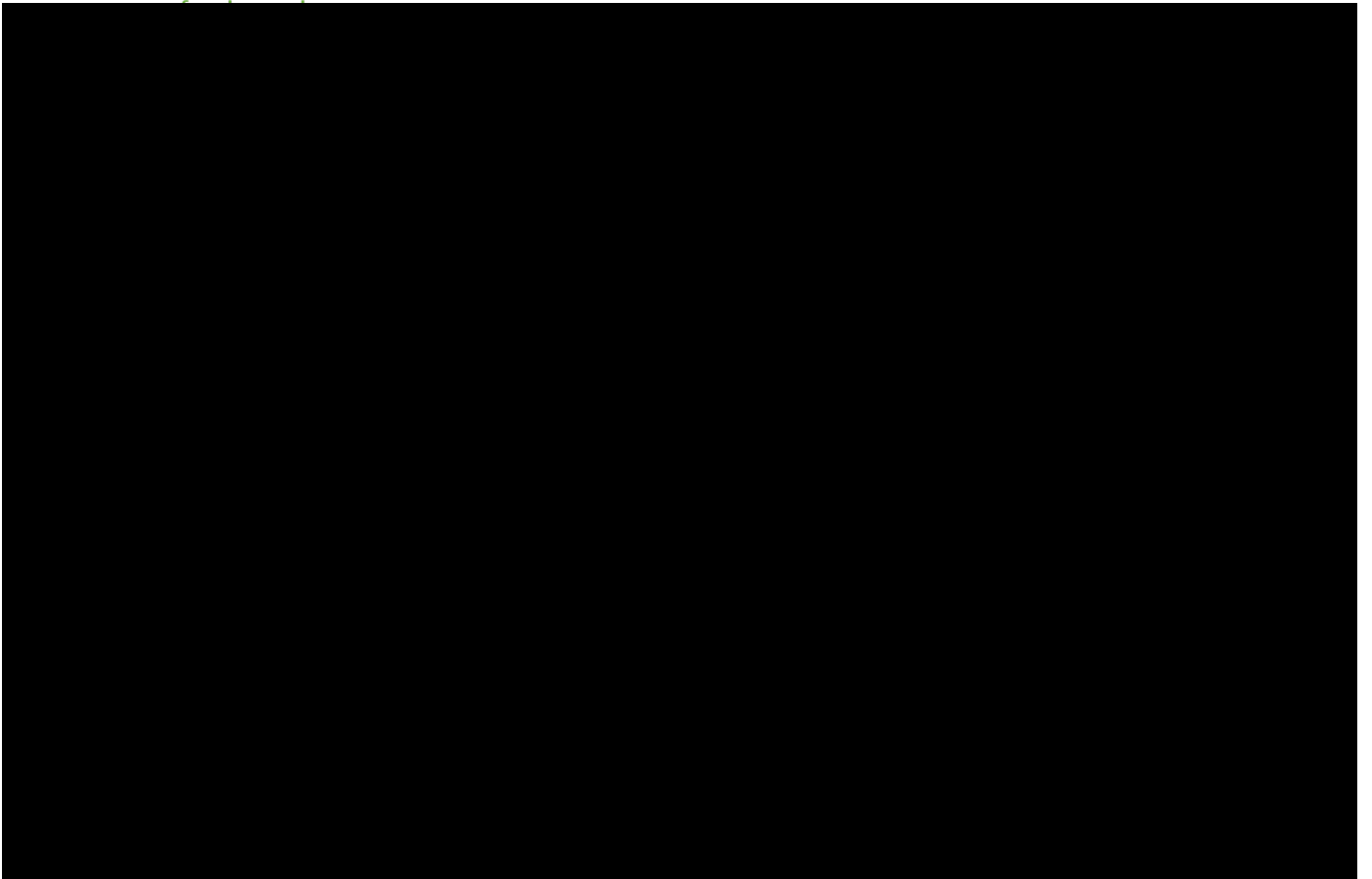
Please note that once the cost for a project has been agreed by FSA and an agreement signed, no increase in cost for the specified work will be considered

**All costs should be exclusive of VAT for the purpose of comparison of tenders.**



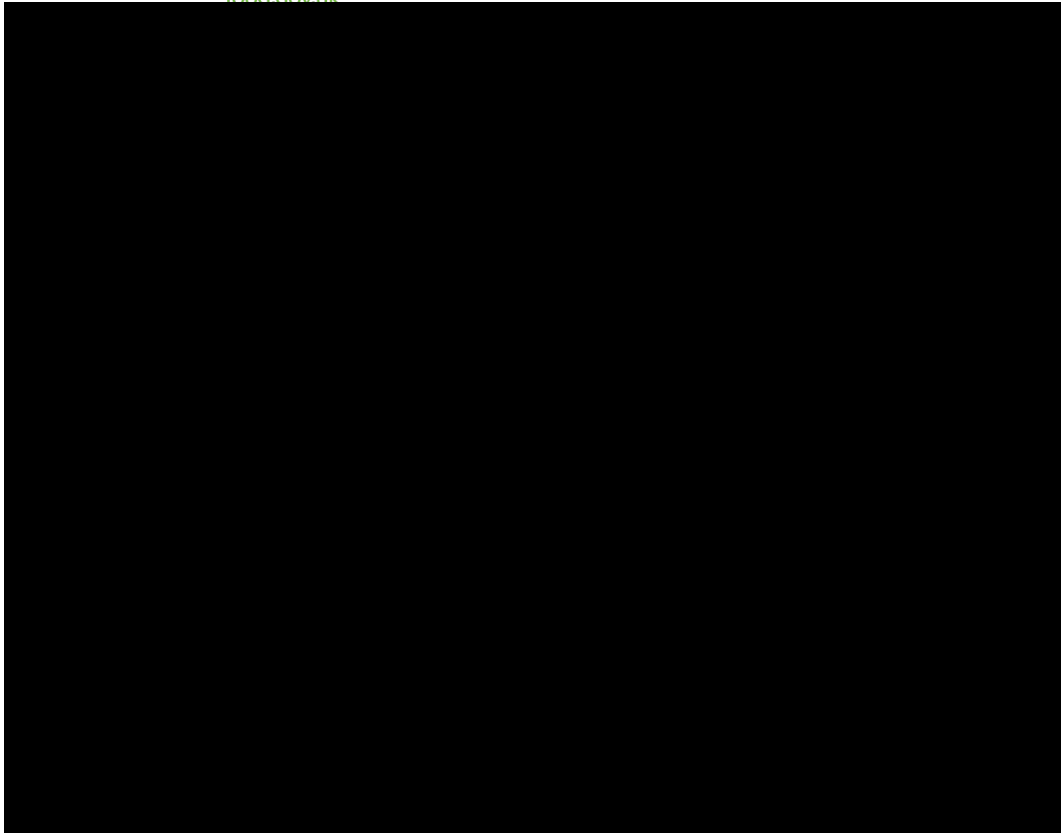
Total Project Costs	£	147,241.32
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COST OR VOLUME DISCOUNTS - INNOVATION			
The Food Standards Agency collaborates with our suppliers to improve efficiency and performance to save the taxpayer money. A tenderer should include in his tender the extent of any discounts or rebates offered against their normal day rates or other costs during each year of the contract. Please provide full details below:			
SIGNATURE			
NAME			
DATE			
REVISION DATE			Enter the effective date if this version of the template replaces an earlier version



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to meet the end of March deadline, if the FSA willing to extend deadline to end of April, this cost could be removed)

between TSSW and 2dot0)

Key

Highlighting indicates development and costs within one year

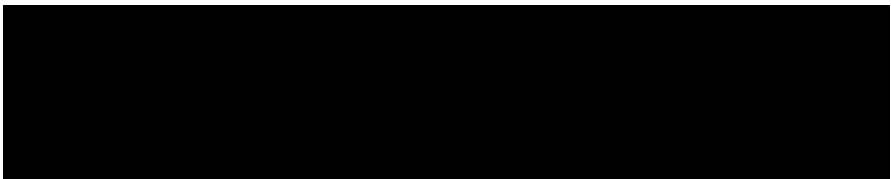
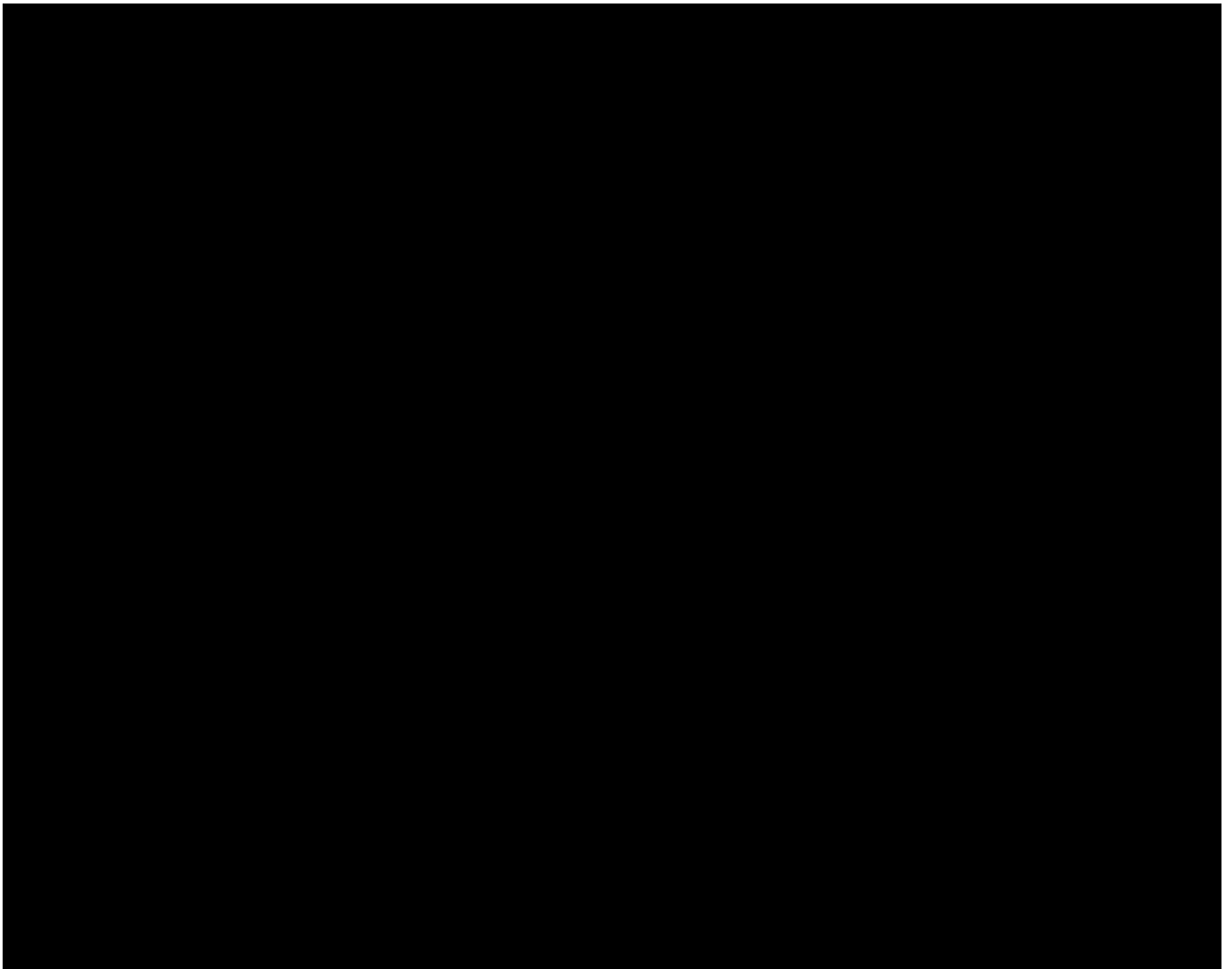
es use of Google authenticator)

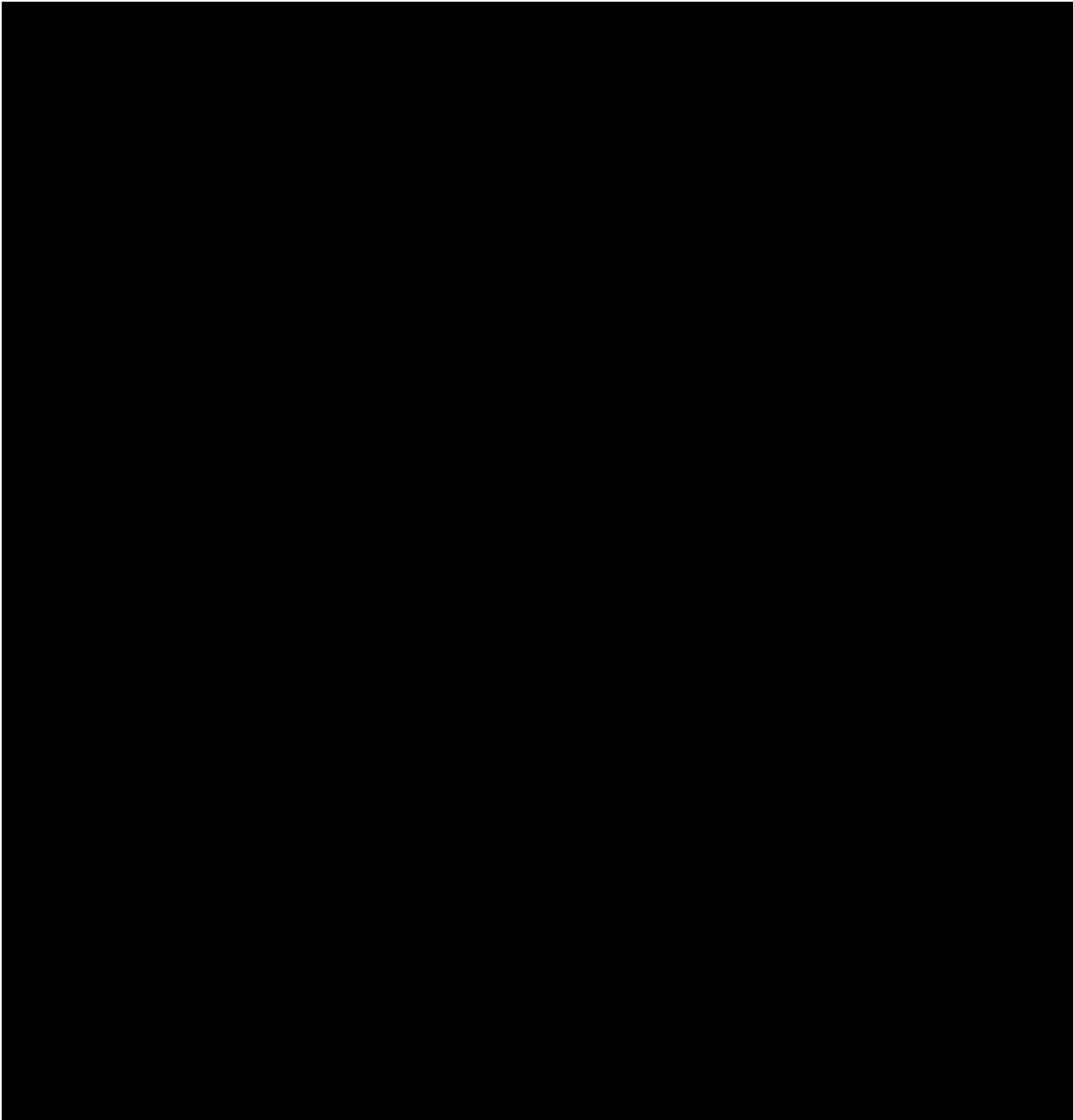
firmed by the FSA in the Q & A, due to changes in the EU trnsition landscape, the total fee for the NI course is £11,275)

basis that the NI course will take 6 months to deliver, so only hosting and maintaining post launch)



1		£	-
2		£	-
3		£	-
4		£	-
5		£	-
		£	-
Total Other Costs		£	-

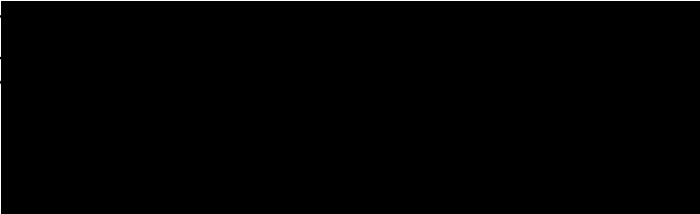




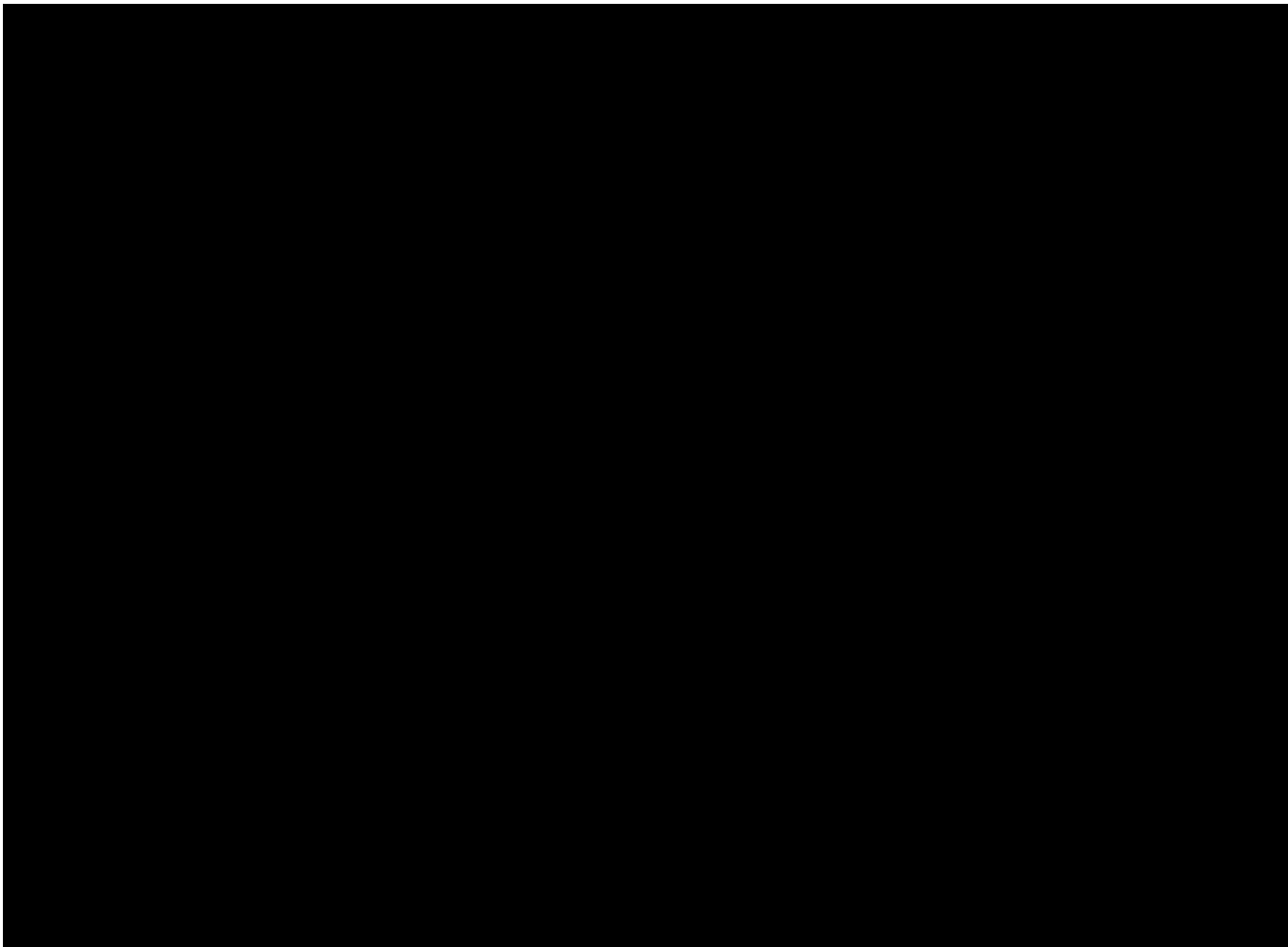
\* Please insert the amount to be invoiced net of any VAT for each deliverable  
\*\* Please insert the applicable rate of VAT for each deliverable  
\*\*\* 20% of the total project budget is withheld and will be paid upon acceptance of a satisfactory final report by the agency.  
§The number of weeks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

**Summary of Payments**

Financial Year (Update as applicable in Y  
YY format)  
Total Amount

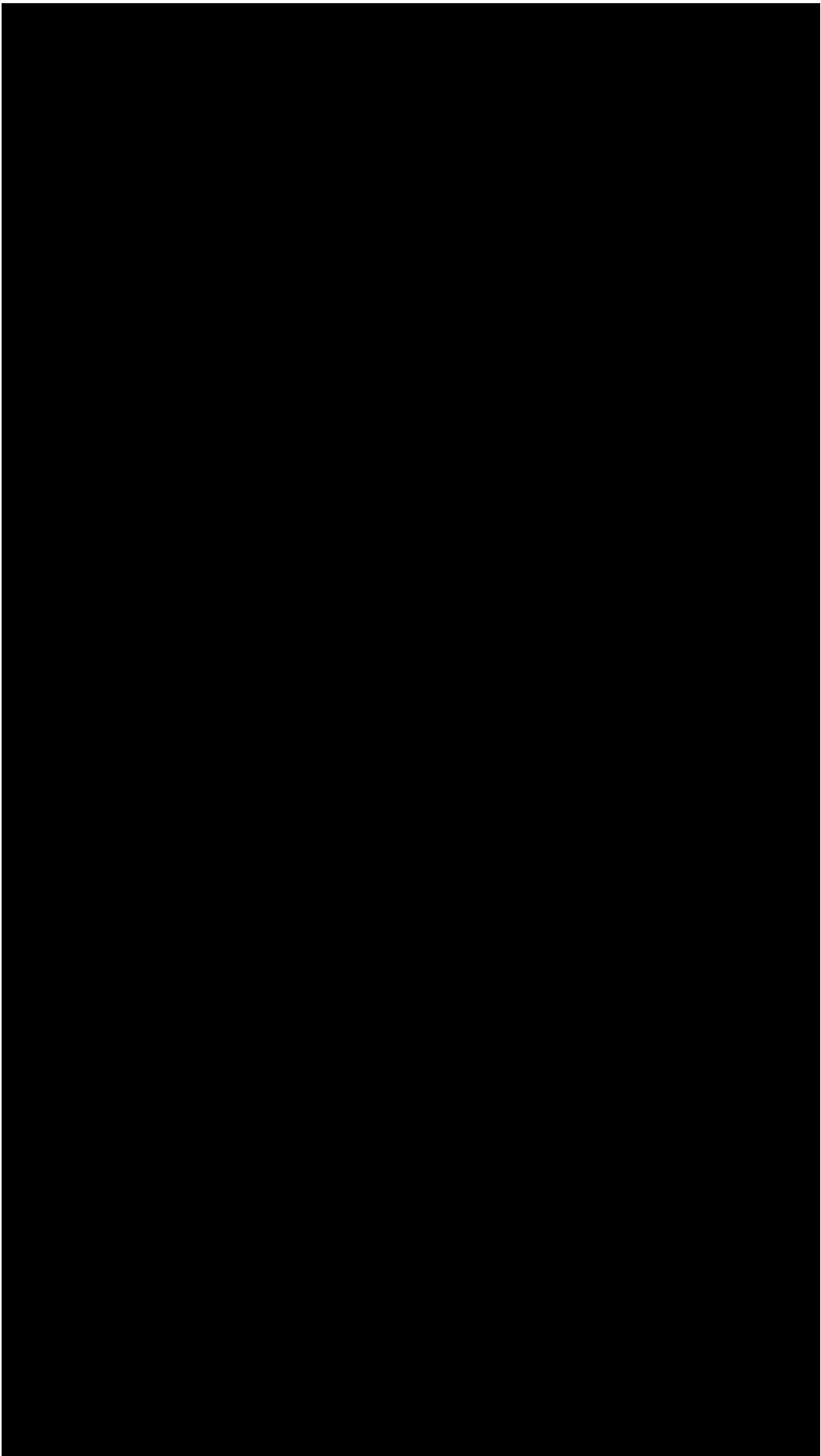


Total
£ 176,690.26



Contingency funds

Contingency for License increase above above 15



## **Annex 4 Security Checklist**

## Data Protection and Security Requirements Assurances – Other Services

	GDPR and Individual Rights	Y/N	
<b>Accreditations</b>	ISO270001	Y	UKdedicated provide the dedicated server for 2dot0Ltd and it is used for Govt contracts and they have this accreditation. Renewal Date - 19/10/2021
	IASME Gold	N	Renewal Date -
	IASME	N	Renewal Date -
	Cyber Essentials Plus ( <b>Essential</b> )	Partially	TSSW: are currently working towards this accreditation and we expect it to be in place by the contract award deadline.  2dot0 Ltd: have Cyber Essentials and the audit for Cyber Essentials Plus is due to be completed by 5th Feb 21.
	Other security	N	

	Officer	
<b>Key Policies</b> - <i>(Please note we will require copies of these if you are shortlisted)</i>		
<b>Policy</b>	<b>Y/N</b>	<b>In the absence of the policy or policy standard comment required</b>
Data Protection Policy	Y	For both TSSW and 2dot0 Ltd
Information Security Policy	Y	"
Staff Vetting Policy in line with HMG Baseline Personnel Security Standard (verification of identity, nationality and immigration status, employment history and criminal record DBS) ( <b>Essential</b> )	Y	"
<b>Key Processes and Procedures:</b>	<b>Comment required</b>	
Business Continuity (and review processes)	TSSW: complete a 2 yearly review of all TSSW risks, including continuity. 2dot0: complete an annual review of risks and steps to mitigate any raised.	
Processes around Incident Management Planning including Disaster Recovery and Breach Management	There is a formal procedure for both companies, but in summary:	

## Data Protection and Security Requirements Assurances – Other Services

	<p>TSSW: Documents are held on sharepoint, hence are hosted in the cloud, so would be recoverable.</p> <p>2dot0 Ltd: have a data breach policy in place, a data breach procedure and a recovery procedure.</p>
Security and Information Governance Training processes for staff	Both TSSW and 2dot0 Ltd have completed GDPR training provided by Probert Legal.
Data Retention/Deletion	Formal policies are in place, which include completion of an annual GDPR review by both organisations.
Managing the Rights of Individuals – please mention any processes in terms of Subject Access Requests and Freedom of Information	There is a formal procedure for dealing with all such requests.
Please comment on your organisational structure for Information Governance and Security including ownership and reporting risk	<p>TSSW - any breaches of MS Team services (predominantly email) will be notified to TSSW within 12 hours by our service provider Limbtech.</p> <p>2dot0 will be informed of any breaches by their cloud provider in accordance with the terms of their contract. 2dot0 will respond to these within a 2hr bracket and inform TSSW when appropriate</p> <p>2dot0 have their own information governance policy, prepared with expert legal advice, which can be shared on shortlisting.</p>

### Data storage and hosting

Please confirm data collected/processed as part of the FSA supply arrangement will be hosted in the UK/EEA		Yes, it is hosted in the UK, with a UK dedicated server supplied by UKdedicated.
Will this contract require you to transfer personal or commercially sensitive data to/from the FSA or Third Party individuals/organisations. If Yes, please comment on IT security measure you have in place to facilitate secure data sharing/transfer? (eg SFTP/encryption protocols/access controlled secure portals)		No personal or commercially sensitive data is collected for this contract. Any updates to the FSA on usage are anonymised.
Please confirm that you have systems to meet GDPR records of processing requirements and processes to evidence compliance with data protection requirements mandated by GDPR		Yes, we have.
Please confirm you will allow us appropriate access to audit your security and information governance if required		Yes
Please explain what systems, processes and measures you use to ensure processors/ sub-processors/partner meet data protection requirements as mandated by GDPR:		



## Data Protection and Security Requirements Assurances – Other Services

We carry out a due diligence process to ensure that the processors have the appropriate security arrangements in place both in respect of the technical elements of the service, but also the human elements. We also check the financial stability of the proposed processor and if appropriate, take up references.

1 2dot0 Ltd - as detailed throughout this document.

2

3

Please confirm that: - FSA contractual terms around data security/data protection/confidentiality will flow through to subcontractors/partners engaged specifically to deliver this service - you will carry out necessary checks to ensure they have adequate technical and organisational measure are in place to handle data in compliance with GDPR	Y/N	A back to back contract with 2dot0Ltd will be put in place if we are successful, as is usual practice.  TSSW currently work with 2dot0 Ltd on numerous project and already have sight of these GDPR policies and their adherence to them.
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### IT System Technical and Governance

Please confirm your processes in the following areas:

<i>Technical requirement</i>	<i>Y/N</i>	<i>Approach</i>
Mobile device security including encryption/MDM/ BYOD inc. information about relevant policies	Y	We have a policy in place and this is included in the scope of cyber essentials plus
Disposal of Hardware	Y	Any equipment for disposal by TSSW is returned to factory settings before disposal to a security cleared specialist contractor. 2dot0 - procedure for dealing with media
D Dos Protection ( <i>against Distributed Denial of Service attack</i> )	Y	Both by UKdedicated and is included in the scope of cyber essentials plus
Protective monitoring controls (eg audit logs, automated checks )	Y	Monitoring is provided as part of the service by UKdedicated

## Data Protection and Security Requirements Assurances – Other Services

Patching schedules and antivirus	Y	This is included in the scope of cyber essentials plus	
Access control protocols – particularly around environments FSA data will be stored in	Y	Password protected system for users, with 2 factor authentication at administrator level.	
Use of Multi Factor Authentication	Y	Selected users in consultation with the client	
Penetration testing and Vulnerability testing, scheduling and actions	Y	Can be completed on request	
Firewall	Y	This is included in the scope of cyber essentials plus and ISO27001 covers security on the dedicated server	
Retention & Deletion processes	Y	Covered in GDPR policy	
Back-ups	Y	TSSW: Sharepoint is backed up in realtime Of LMS platform: This is included in the scope of cyber essentials plus and ISO27001 covers security on the dedicated server	
Decommissioning	Y	Archive process adopted for student data	
Offshore hosting assurances	N/A	Data is hosted in the UK	
Please confirm that you will provide a diagram and supporting information about system architecture which is relevant to storage of information gathered/processed under this Service Contract (if we require)			Y
<b>Please confirm you are aware of the following which underpin Public Sector Security principles and that you implement processes accordingly and proportionately in order to keep any FSA information safe:</b>			
Top ten Open Web Application Security Project (OWASP) vulnerabilities			Y
Government security standards as outlined at: <a href="http://www.ncsc.gov.uk/guidance/10-steps-cyber-security">www.ncsc.gov.uk/guidance/10-steps-cyber-security</a>			Y
NSCS "Cloud Security Principles", a copy of which can be found at: <a href="https://www.ncsc.gov.uk/guidance/implementing-cloud-security-principles">https://www.ncsc.gov.uk/guidance/implementing-cloud-security-principles</a> and which are summarised below:			Y
Disposal of information at the end of agreed retention period must be with care following the <a href="https://www.microsoft.com/en-gb/microsoft-365/enterprise-mobility-security/microsoft-intune">https://www.microsoft.com/en-gb/microsoft-365/enterprise-mobility-security/microsoft-intune</a> latest advice and guidance from CPNI (Centre for Protection of National Infrastructure) and NCSC (National Cyber Security Centre): <a href="https://www.cpni.gov.uk/secure-destruction">https://www.cpni.gov.uk/secure-destruction</a> <a href="https://www.ncsc.gov.uk/topics/destruction-and-disposal">https://www.ncsc.gov.uk/topics/destruction-and-disposal</a>			Y
Any Additional Comments:			

# Short form Terms

## 1. Definitions used in the Contract

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

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

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

<b>"GDPR"</b>	the General Data Protection Regulation (Regulation (EU) 2016/679);
<b>"Goods"</b>	means the goods to be supplied by the Supplier to the Buyer under the Contract;
<b>"Good Industry Practice"</b>	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;
<b>"Government Data"</b>	a) the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, including any of the Buyer's confidential information, and which: i) are supplied to the Supplier by or on behalf of the Buyer; or ii) the Supplier is required to generate, process, store or transmit pursuant to the Contract; or b) any Personal Data for which the Buyer is the Data Controller;
<b>"Information"</b>	has the meaning given under section 84 of the FOIA;
<b>"Information Commissioner"</b>	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;
<b>"Insolvency Event"</b>	in respect of a person: a) if that person is insolvent; ii) if an order is made or a resolution is passed for the winding up of the person (other than voluntarily for the purpose of solvent amalgamation or reconstruction); iii) if an administrator or administrative receiver is appointed in respect of the whole or any part of the persons assets or business; iv) if the person makes any composition with its creditors or takes or suffers any similar or analogous action to any of the actions detailed in this definition as a result of debt in any jurisdiction;
<b>"Key Personnel"</b>	means any persons specified as such in the Order Form or otherwise notified as such by the Buyer to the Supplier in writing;
<b>"LED"</b>	Law Enforcement Directive (Directive (EU) 2016/680);
<b>"New IPR"</b>	all and intellectual property rights in any materials created or developed by or on behalf of the Supplier pursuant to the Contract but shall not include the Supplier's Existing IPR;
<b>"Order Form"</b>	means the letter from the Buyer to the Supplier printed above these terms and conditions;
<b>"Party"</b>	the Supplier or the Buyer (as appropriate) and "Parties" shall mean both of them;
<b>"Personal Data"</b>	has the meaning given to it in the GDPR;

## The Short form Contract

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

<b>"VAT"</b>	means value added tax in accordance with the provisions of the Value Added Tax Act 1994;
<b>"Workers"</b>	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) ( <a href="https://www.gov.uk/government/publications/procurement-policy-note-0815-tax-arrangements-of-appointees">https://www.gov.uk/government/publications/procurement-policy-note-0815-tax-arrangements-of-appointees</a> ) applies in respect of the Deliverables;
<b>"Working Day"</b>	means a day (other than a Saturday or Sunday) on which banks are open for business in the City of London.

## 2. Understanding the Contract

In the Contract, unless the context otherwise requires:

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

## 3. How the Contract works

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

## **4. What needs to be delivered**

### **4.1 All Deliverables**

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

### **4.2 Goods clauses**

- (a) All Goods delivered must be new, or as new if recycled, unused and of recent origin.
- (b) All manufacturer warranties covering the Goods must be assignable to the Buyer on request and for free.
- (c) The Supplier transfers ownership of the Goods on completion of delivery (including off-loading and stacking) or payment for those Goods, whichever is earlier.
- (d) Risk in the Goods transfers to the Buyer on delivery, but remains with the Supplier if the Buyer notices damage following delivery and lets the Supplier know within three Working Days of delivery.
- (e) The Supplier warrants that it has full and unrestricted ownership of the Goods at the time of transfer of ownership.
- (f) The Supplier must deliver the Goods on the date and to the specified location during the Buyer's working hours.
- (g) The Supplier must provide sufficient packaging for the Goods to reach the point of delivery safely and undamaged.
- (h) All deliveries must have a delivery note attached that specifies the order number, type and quantity of Goods.
- (i) The Supplier must provide all tools, information and instructions the Buyer needs to make use of the Goods.
- (j) The Supplier will notify the Buyer of any request that Goods are returned to it or the manufacturer after the discovery of safety issues or defects that might endanger health or hinder performance and shall indemnify the Buyer against the costs arising as a result of any such request.
- (k) 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.
- (l) 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 4.2. If the Supplier doesn't do this it will pay the Buyer's costs including repair or re-supply by a third party.
- (m) The Buyer will not be liable for any actions, claims, costs and expenses incurred by the Supplier or any third party during delivery of the Goods unless and to the extent that it is caused by negligence or other wrongful act of the Buyer or its servant or agent. If the Buyer suffers or incurs any damage or injury (whether fatal or otherwise) occurring in the course of delivery or



installation then the Supplier shall indemnify from any losses, charges costs or expenses which arise as a result of or in connection with such damage or injury where it is attributable to any act or omission of the Supplier or any of its [sub-suppliers].

#### 4.3 Services clauses

- (a) Late delivery of the Services will be a default of the Contract.
- (b) 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 including any security requirements.
- (c) The Buyer must provide the Supplier with reasonable access to its premises at reasonable times for the purpose of supplying the Services
- (d) The Supplier must at its own risk and expense provide all equipment required to deliver the Services. Any equipment provided by the Buyer to the Supplier for supplying the Services remains the property of the Buyer and is to be returned to the Buyer on expiry or termination of the Contract.
- (e) The Supplier must allocate sufficient resources and appropriate expertise to the Contract.
- (f) The Supplier must take all reasonable care to ensure performance does not disrupt the Buyer's operations, employees or other contractors.
- (g) On completion of the Services, the Supplier is responsible for leaving the Buyer's premises in a clean, safe and tidy condition and making good any damage that it has caused to the Buyer's premises or property, other than fair wear and tear.
- (h) The Supplier must ensure all Services, and anything used to deliver the Services, are of good quality [and free from defects].
- (i) 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.

### 5. Pricing and payments

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

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

## **6. The Buyer's obligations to the Supplier**

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

## **7. Record keeping and reporting**

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

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

## 8. Supplier staff

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

## 9. Rights and protection

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

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

## **10. Intellectual Property Rights (IPRs)**

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

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

## **11. Ending the contract**

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

- 11.2 The Buyer can extend the Contract where set out in the Order Form in accordance with the terms in the Order Form.

### **11.3 Ending the Contract without a reason**

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

### **11.4 When the Buyer can end the Contract**

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

**11.5 What happens if the Contract ends**

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

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

**11.6 When the Supplier can end the Contract**

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

**11.7 Partially ending and suspending the Contract**

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

## **12. How much you can be held responsible for**

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

## **13. Obeying the law**

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

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

## **14. Data protection**

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



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

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

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

## **15. What you must keep confidential**

### **15.1 Each Party must:**

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

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

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

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

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

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

- (d) where requested by Parliament;
- (e) under clauses 5.7 and 16.

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

## **16. When you can share information**

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

## **17. Invalid parts of the contract**

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

## **18. No other terms apply**

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

## **19. Other people's rights in a contract**

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

## **20. Circumstances beyond your control**

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

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

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

20.3 Where a Party terminates under clause 20.2:

- (a) each party must cover its own losses;
- (b) clause 11.5(b) to 11.5(g) applies.

## **21. Relationships created by the contract**

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

## **22. Giving up contract rights**

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

## **23. Transferring responsibilities**

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

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

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

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

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

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

- (a) their name;
- (b) the scope of their appointment;
- (c) the duration of their appointment.

## **24. Changing the contract**

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

**25. How to communicate about the contract**

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

**26. Preventing fraud, bribery and corruption**

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

**27. Equality, diversity and human rights**

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

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

## **28. Health and safety**

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

## **29. Environment**

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

## **30. Tax**

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

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

### **31. Conflict of interest**

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

### **32. Reporting a breach of the contract**

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

### **33. Resolving disputes**

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



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

#### **34. Which law applies**

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

## APPENDIX A - VARIATION REQUEST FORM

Contract / Project Title:											
Contract / Project Ref No (FS /FSA No):											
<b>Full Description of Variation Request:</b> A full justification and impact assessment including any supplementary evidence must be provided. Any supporting information should be appended to this form.											
<b>Area (s) Impacted: -</b> <table style="width: 100%; border: none;"> <tr> <td style="text-align: center;">Price <input type="checkbox"/></td> <td style="text-align: center;">Duration <input type="checkbox"/></td> <td style="text-align: center;">Price &amp; Duration <input type="checkbox"/></td> <td style="text-align: center;">Scope of work <input type="checkbox"/></td> <td style="text-align: center;">Key Personnel <input type="checkbox"/></td> <td style="text-align: center;">Other <input type="checkbox"/></td> </tr> </table>						Price <input type="checkbox"/>	Duration <input type="checkbox"/>	Price & Duration <input type="checkbox"/>	Scope of work <input type="checkbox"/>	Key Personnel <input type="checkbox"/>	Other <input type="checkbox"/>
Price <input type="checkbox"/>	Duration <input type="checkbox"/>	Price & Duration <input type="checkbox"/>	Scope of work <input type="checkbox"/>	Key Personnel <input type="checkbox"/>	Other <input type="checkbox"/>						
<b>Requester:</b>  Signature:  Team / Organisation  Date:											
<b>Supplier Contact Details</b>  Supplier Name : Contact Name : Contact Address : Telephone No : Email Address :											
<b>FSA Use Only (Business Area)</b> Amount Approved:  Authorised By:- <input type="checkbox"/> Cost Centre Manager <input type="checkbox"/> Investment Board  Signed :  Date of Approval:											
<b>Please submit this form to <a href="mailto:fsa.procurement@food.gov.uk">fsa.procurement@food.gov.uk</a></b>											

**Procurement Use Only (confirm contract allows for requested variation)**

Variation Request No:

Variation Request Approved by:

Date of Approval:

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

## APPENDIX B VARIATION FORM

PROJECT TITLE:

DATE:

VARIATION No:

BETWEEN:

The Food Standards Agency (hereinafter called “the Client”) & **SUPPLIER** (hereinafter called “the Supplier”)

1. The Contract is varied as follows:

**Contract**

x

2. Words and expressions in this Variation shall have the meanings given to them in the Framework.

3. The Contract, including any previous Variations, shall remain effective and unaltered except as amended by this Variation.

### SIGNED:

For: The Client

For: The Supplier

By: .....

By: .....

Full Name: .....

Full Name: .....

Position: .....

Title: .....

Date: .....

Date: .....