[redacted]
Basis Social
Hanway House
24 Hanway Street
London
W1T 1UH

Date: 16th July 2021
Our ref: FS900121

Dear [redacted]

Supply of Consumer and food business knowledge, attitudes and behaviours towards Precautionary Allergen Labelling.

Following your tender/ proposal for the supply of **Consumer and food business knowledge, attitudes and behaviours towards Precautionary Allergen Labelling**, 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 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 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.

Yours sincerely,

[redacted]

[redacted]

Order Form

1. Contract Reference	**FS900121**	
2. Date	16th July 2021	
3. Buyer	Food Standards Agency Clive House 70 Petty France London SW1H 9EX	
4. Supplier	Basis Social Hanway House 24 Hanway Street London W1T 1UH	
5. The Contract	The Supplier shall supply the deliverables described below on the terms set out in this Order Form and the attached contract conditions ("**Conditions**") and any **Annexes**. Unless the context otherwise requires, capitalised expressions used in this Order Form have the same meanings as in Conditions. In the event of any conflict between this Order Form and the Conditions, this Order Form shall prevail. 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.	
6. Deliverables	**Services**	*As described in:* Annex 2 – Specification and Annex 3 – Supplier's Technical Proposal
7. Specification	The specification of the Deliverables is as set out in Annex 2 - Specification**.**	
8. Term	The Term shall commence on 26th July 2021 and the Expiry Date shall be **31st December 2021**, unless it is otherwise extended or terminated in accordance with the terms and conditions of the Contract. 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.	

9. Charges	The Charges for the Deliverables shall be as set out in Annex 3 - Supplier's Financial Proposal.
10. Payment	All invoices must be sent, quoting a valid purchase order number (PO Number), to: [redacted] Within **10** Working Days of receipt of your countersigned copy of this letter, we will send you a unique PO Number. You must be in receipt of a valid PO Number before submitting an invoice. To avoid delay in payment it is important that the invoice is compliant and that it includes a valid PO Number, PO Number item number (if applicable) and the details (name and telephone number) of your Buyer contact (i.e. Contract Manager). Non-compliant invoices will be sent back to you, which may lead to a delay in payment.
11. Buyer Authorised Representative(s)	For general liaison your contact will be: [redacted] [redacted] [redacted]
13. Key Personnel	Supplier: As described in Annex 3 – Supplier's Technical Proposal
14. Procedures and Policies	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. The Supplier shall ensure that no person who discloses that he/she has a conviction that is relevant to the nature of the Contract, relevant to the work of the Buyer, or is of a type otherwise advised by the Buyer (each such conviction a "**Relevant Conviction**"), or is found by the Supplier to have a Relevant Conviction (whether as a result of a police check, a Disclosure and Barring Service check or otherwise) is employed or engaged in the provision of any part of the Deliverables.

Signed for and on behalf of the **Supplier**	Signed for and on behalf of the **Buyer**

Annex 1 – Authorised Processing Template

Contract:	**FS900121**
Date:	21/07/21
Description Of Authorised Processing	**Details**
Subject matter of the processing	*The processing is needed to ensure that the Processor can effectively deliver the contract, providing qualitative insight into the needs of businesses and consumers around precautionary allergen labelling.*
Duration of the processing	*Processing will take place from 5 August 2021 to 29 October 2021.*
Nature and purposes of the processing	*The nature of the processing includes:* • *The recording of personal data for recruitment purposes* • *The recording, storage, and analysis of user generated video and audio data, capturing moments of labelling use* • *The recording, storage, and analysis of video and audio data, relating to depth interviews with food business* • *The recording, storage, and analysis of video and audio data, relating to group sessions with consumers and members of Agency staff* *The processing is for analytical purposes to provide consumer and business insight for the project.* *Basis Social have Cyber Essentials certification.*
Type of Personal Data	*Personal data will cover:* • *Name* • *Email address* • *Telephone number* • *Age* • *Social group information* • *Ethnicity* • *Location* • *Consumer health information relating to allergens* • *Images of consumers in their homes and in food*

	establishments • *Filmed images of consumers and food business operators, as part of the interview process.* • *Filming of Agency staff involved in the co-creation process.*
Categories of Data Subject	• *Members of the public* • *Staff within food businesses* • *Members of FSA staff*

Annex 2 – Specification

GENERAL INTRODUCTION

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

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

This work is being commissioned under the FSA's Food Hypersensitivity programme. The programme aims to improve the quality of life for people living with food hypersensitivities and support them to make safe and informed choices to effectively manage risk[1].

In doing so, the work falls under the FSA's Area of Research Interest (ARI) 'how can the FSA protect the UK consumer from the health risks posed by food hypersensitivity (including allergies and intolerance)?'

A. THE SPECIFICATION

Precautionary Allergen Labelling (PAL) is a voluntary statement indicating that a regulated allergen could be unintentionally present in a product, posing a risk to consumers with food hypersensitivity. PAL should only be provided if a real risk of allergen cross-contamination has been identified following a thorough risk assessment, and this risk cannot be removed.

PAL is a key area of focus of the FSA's Food Hypersensitivity (FHS) programme over 2021/22. The FSA is aware that there can be issues for FHS consumers with PAL application. FHS consumers include individuals with food allergy, food intolerance and/or coeliac disease. Enhancing the FSA's understanding of the ways in which food businesses apply PAL, and FHS consumer preferences for

[1] FSA (2020) Food Hypersensitivity Strategy.

PAL communication, is therefore an important first step in improving the way in which PAL is used by businesses and understood by consumers.

We are looking to commission a contractor who can design and deliver qualitative research with food businesses and FHS consumers on this topic area. The study should ideally be completed within 3 months of the contract being signed.

The specific research objectives are:

1) To gain further insight into small and medium business application of PAL, by exploring how and why food businesses are applying this labelling, and to what extent it's informed by a risk assessment of allergen cross-contact.

2) To explore consumer usage, views and preferences towards PAL on food products, specifically how do consumers want the allergen cross-contact risk to be communicated.

The FSA would also like to use the research opportunity to gather wider information from coeliac consumers on a small additional, but related, topic area.

The FSA has responsibility for safety-related food labelling on allergens in England, Wales and Northern Ireland. Fieldwork will therefore need to cover businesses and FHS consumers based in these areas.

The study will need to capture data from a range of food businesses. The sample should include small (<49 employees) and medium (<250 employees) food businesses selling a range of food types across the sample (prepacked, prepacked for direct sale, and/or loose food[2]). It should also capture businesses producing and selling food in a range of sectors including food manufacturing, catering, retailers, and institutions.

The budget for the overall work is around £100,000 to £125,000.

The deadline for tenders is 28th June 2021. Work is expected to start in July 2021, and ideally finish by end of October 2021. More detail on the procurement timescales is included in Section B.

1. Background to the requirement

Food hypersensitivity is a strategic priority for the FSA. In May 2019, the FSA Board committed to making food hypersensitivity one of its top priorities, establishing the Food Hypersensitivity (FHS) Programme. The programme has the vision to 'improve the quality of life for people living with food hypersensitivity and support them to make safe, informed food choices to effectively manage risk'.

Improving the FSA's understanding of the current risk management practices employed by food businesses and consumers when using precautionary allergen labelling (PAL) is a key element of focus for the FHS programme in the 2021/22 year.

PAL refers to voluntary labels such as "may contain" and "made in a factory that handles…". It is used by the food industry to help manage and communicate the risk of reaction by FHS consumers to allergens that are unintentionally present within a food product as a result of the food production process. The FSA is aware of issues with the application of PAL and would like to explore in more depth how businesses and FHS consumers understand and use this labelling. This work is needed to feed into a consultation the FSA FHS policy team is planning, which will look at options to improve

[2] Definitions for prepacked food and other food types.

how PAL is applied by food businesses and understood by consumers. The consultation is currently scheduled for November 2021.

This project seeks to build on earlier research with food businesses and FHS consumers, to explore their knowledge of PAL, and their attitudes and decision-making behaviours related to PAL usage.

The FSA would also like to use this research opportunity to gather additional insights from coeliac consumers on a related topic area, the use of non-gluten containing ingredients (NGCI) statements. The FSA would like to understand better the views and behaviours of coeliac consumers in relation to these statements.

More information on the legislative background to PAL and NGCI statements, and previous research on PAL is provided below.

Precautionary allergen labelling (PAL)

Within England, Wales and Northern Ireland, the FSA is responsible for policy on safety-related food labelling. The current legal requirement means that food businesses selling or providing food need to tell their customers if food products deliberately contain any of the main 14 allergens[3] as an ingredient.

Precautionary Allergen Labelling (PAL) is a voluntary statement indicating that a regulated allergen could be unintentionally present in a product, posing a risk to consumers with food hypersensitivity. The warning is communicated using a number of phrases that are different versions of 'may contain…'.

PAL should only be provided if a real risk of allergen cross-contamination has been identified following a thorough risk assessment, and this risk cannot be removed through risk management actions, such as segregation and cleaning. The use of PAL is not a substitute for good food hygiene and safety practices and could be considered misleading food information if it does not convey a real risk to the consumer. This applies to both prepacked and non-prepacked food[4].

PAL can provide important information to FHS consumers if it is supported by a thorough risk assessment. The FSA is aware there are issues with PAL application. Existing evidence[5] suggests that consumers can be uncertain about the meaning of PAL statements and find they can be vague and unclear, conveying few details about why a product has an allergen cross-contact risk. In addition, a recent FSA funded study[6] with food businesses found that the use of PAL by businesses has increased over the last few years. The study found that more than half (55%) of businesses selling non-prepacked foods used PAL, such as "may contain", on these foods. In 2012, just three in ten (29%) businesses used "may contain" labelling specifically. The 2020 study found that businesses typically felt that PAL had benefits for their business as well as consumers, and it was less commonly used because of a known risk of cross-contamination, though this was not explored in detail.

It is problematic for businesses to use PAL without carrying out a thorough risk assessment as doing so may undermine the credibility of PAL among FHS consumers and increase the risk that they ignore this warning. The FSA would therefore like to build on this earlier research and explore in more depth: i) the drivers and methods of PAL application by food businesses (with a particular focus on small and medium sized businesses, who do not employ allergen testing and may have reduced resource for and access to qualitative risk assessment expertise and processes); and ii) consumer views about,

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[3] The 14 allergens specified within the current legislation.
[4] Definitions of the different types of food.
[5] FSA (2021) Consumers and allergen labelling literature review
[6] FSA (2021) The food industry's provision of allergen information to consumers report

and preferences for PAL, how they use it and what information consumers would value from PAL on food products.

Non-gluten containing ingredients (NGCI) statements

NGCI statements are factual statements used to describe a list of foods or section of products which do not contain ingredients with gluten. Such statements can only be used when a food business cannot guarantee that the foods are gluten free.

Previously, businesses could use NGCI statements to describe a single item of food, as well as a group of foods. However, the 'gluten-free regulations'[7] , which came into effect in 2016, only allow for the use of 'gluten-free' or 'very low gluten' statements when businesses want to provide information on the absence or reduced presence of gluten in food, thus outlawing NGCI and similar statements. On the legal basis that the gluten free regulations only related to labelling of information for individual food items rather than grouped items, the FSA developed the position that NGCI statements could be used to describe a group of food (e.g. a heading on a menu). This position, and associated FSA guidance[8], applies to England only.

It is currently unclear to what extent consumers who avoid gluten understand the situations in which NGCI statements are used. Currently the FSA (England) guidance states that NGCIs can only be used when the food business 'cannot guarantee that the food is gluten-free', with no mention of allergen controls. However, this could be misleading for consumers if they expect that gluten cross-contamination risks are taken into consideration before these statements can be used.

The FSA therefore needs to collect information on how coeliac consumers think, feel and behave in response to NGCI statements to address an evidence gap on this area.

2. Research objectives

The primary objective of this study is to capture and explore business and consumer understanding, behaviours and attitudes relating to precautionary allergen labelling (PAL), which is a priority area of the FSA's food hypersensitivity programme of work.

The specific research objectives are:

3) To gain further insight into small and medium business application of PAL, by exploring how and why food businesses are applying this labelling, and to what extent it's informed by a risk assessment of allergen cross-contact.

4) To explore consumer usage, views and preferences towards PAL on food products, specifically how do consumers want the allergen cross-contact risk to be communicated.

The FSA would also like to use the research opportunity to gather wider information from FHS consumers on an additional, but related, topic area. This involves capturing coeliac consumer understanding, behaviours and attitudes towards 'No gluten containing ingredients' (NGCI) statements. This requirement is covered in more detail in Sections 3 and 4.

[7] EUR-Lex (2014) Regulation (EU) No 828/2014
[8] FSA (no date) Changes to 'No Gluten Containing Ingredients' guidance

3. Key research questions

The research questions we would like this project to address are detailed below under the relevant research objectives. The successful contractor will be supplied with sub-questions to be covered under each research question.

Objective 1:

1. What do small and medium food businesses understand by precautionary allergen labelling and the regulations concerning its use?
2. What do small and medium food businesses know about the guidance on precautionary allergen labelling?
3. What factors influence decision-making on when, and how PAL is used among small and medium food businesses? To what extent does this vary among different types of business (e.g. sector, size, type of food sold or produced)?
4. To what extent is decision-making on PAL usage determined by risk assessment of allergen cross-contact?
5. What barriers and levers influence usage of PAL by small and medium food businesses in a 'meaningful'[9] way?

Objective 2:

1. How do FH consumers interpret and use precautionary allergen labelling?
2. How do consumers prefer the allergen cross-contact risk to be communicated on PAL? (e.g. what is their preferring form of wording?) To what extent does this vary in different contexts?
3. How could PAL be improved to enhance FH consumer experiences of this form of labelling?

Additional work on NGCI statements:

1. What experience do coeliac consumers have of NGCI statements?
2. How do coeliac consumers understand, interpret and use NGCI statements?
3. What do coeliac consumers think about the use of NGCI statements?

[9] 'Meaningful' here involves only using PAL if the risk of allergen cross-contamination is real and cannot be removed.

4. Scope

The FSA is looking to appoint someone who can design and deliver qualitative research with food businesses and FHS consumers on PAL, and research with a specific sub-sample of FHS consumers regarding NGCI statements.

This contract is for a one-off study to be completed by end of October 2021. Design of research materials, data collection, analysis and reporting will be carried out by the appointed contractor.

The FSA has responsibility for PAL in England, Wales and Northern Ireland. Fieldwork for this element will therefore need to cover businesses operating in these nations, and FHS consumers living in these nations. Fieldwork relating to NCGI statements should only cover the relevant consumers living in England.

The FSA believes that a qualitative approach, such as in-depth interviews and/or focus groups, which capture more detailed information on food business and consumer attitudes and practices, would be suitable for collecting the relevant data. We also envision data collection will be conducted online or via telephone rather than face to face due to the uncertainties presented by Covid-19. The FSA is, however, open to alternative ideas about the methods and modes of data collection. Suggestions of innovative and creative methods and approaches are welcome, particularly in helping FHS consumers think through how they would prefer precautionary information to be communicated, how this corresponds to current forms of presentation, and how this fits alongside other labelling information.

All proposals must provide detailed information on the approach to gathering data from businesses and FHS consumers, which should be robust and fit for purpose. There should also be review points built into the project timeline to discuss initial themes and review the research materials in case amendments are required.

Tenderers may wish to conduct the business and consumer fieldwork sequentially, or simultaneously, however the FSA expects that the conclusions from both elements should be synthesized within the final report.

Proposals must be supported by a clear rationale, detailing outputs with a clear link to the FSA brief.

It is anticipated that financial incentives will be required for participating businesses and consumers. Tenderers should propose an appropriate financial incentive amount and include these as itemised costs in the financial breakdown.

Tenderers should set out their approach to analysing the data as part of their proposal. The contractor will be required to supply the FSA with a technical appendix documenting the project development work, including fieldwork approach, fieldwork materials, and analysis of any resulting datasets.

Further information regarding the scope of work under the separate objectives is provided below.

Objective 1 – PAL food business work

The appointed contractor will be responsible for identifying and recruiting a relevant sample and should outline how they will source this. The sample should capture small (<49 employees) and medium (<250 employees) food businesses selling a range of food types across the sample (prepacked, prepacked for direct sale, and/or loose food[10]). It should also capture businesses producing and selling food in a range of sectors including food manufacturing, catering, retailers, and

[10] Definitions for prepacked food and other food types.

institutions.[11] The FSA would also be interested in including food businesses selling food online (such as through online services e.g. Deliveroo and Just Eat), and food pre-ordered for collection in person.

We envision that the research will involve around 50 to 60 businesses. The sample should seek to capture additional variances of business characteristics such as business location, and whether or not they use PAL on the food they sell/serve. Sampling should target personnel within the food businesses who have sufficient knowledge of their business' decision-making in relation to allergens/food safety.

A detailed sampling strategy should be included in the tender outlining the proposed sample design and size. The pros and cons of the preferred approach should also be clearly set out.

Tenderers need to be mindful of the pressures experienced by businesses in relation to Covid-19 when communicating with potential participants. The research will need to be carefully framed, showing understanding of the pressure businesses face, and emphasising that participation is voluntary.

Objective 2 - PAL consumer work

PAL can be applied for any of the 14 allergens[3] specified in the EU Food Information to Consumers Regulation (FIC) and equivalent domestic regulations in England, Wales and Northern Ireland. While PAL is more likely to be used for certain allergens (e.g. peanuts, tree nuts), we would like the sample to include adults (aged 16-75) with hypersensitivities, and parents/guardians of children (aged under 16 years) with hypersensitivities to the range of the foods that PAL can be applied to.

We envision that the research will involve around 20 to 30 participants. We would like a range of hypersensitivity conditions to be recruited, this includes food allergy, food intolerance, and coeliac disease. However, as PAL mislabeling or misunderstanding has the most severe consequences for individuals with food allergy, we would like participants with food allergy to have the largest representation within the sample.

A diverse group of participants in terms of clinical diagnosis, gender, age, income, education, and ethnicity should be recruited. Participants should also be familiar with food shopping and eating out, as these are situations when they are most likely to encounter precautionary labelling.

The appointed contractor will be responsible for identifying and sourcing a relevant sample and should outline how they will achieve this. The FSA can support recruitment by facilitating access to relevant participants in our Food and You 2 survey re-contact sample, though depending on the response received, additional recruitment may still be necessary.

Additional work on NGCI statements

The FSA requires qualitative research to be carried out with FHS adult consumers (aged 16-75) and parents/guardians of FHS children (aged under 16 years), for whom NGCI statements are relevant. These statements are primarily relevant to individuals with coeliac disease so these individuals should make up the sample.

We envision the research will involve around 10 to 15 participants in total. A diverse group of participants in terms of gender, age, income, education, and ethnicity should be recruited. Participants should ideally be clinically diagnosed, though we recognise this may not be possible for all

[11] See this technical appendix from a previous study for a list of relevant subsectors under the catering, retailer and institutions sectors.

participants. In addition, given NGCI statements are most likely to be used in the context of eating out, participants should have some experience of eating out or buying food to takeaway.

The appointed contractor will be responsible for the sampling and recruitment of participants, though as noted before, the FSA can support this by providing access to relevant participants in our Food and You 2 survey re-contact sample. Tenderers may wish to incorporate this work into the PAL consumer requirement or leave it separate. A clear rationale should be provided for the chosen approach.

Re-contact sample

The FSA may wish to re-contact some businesses and FHS consumers for further research on related issues in the following 12 months. Re-contact questions should be included into relevant documentation, and these questions must be phrased in such a way that participants are giving consent for the FSA, or its selected agent, to re-contact them for research purposes. Exact wording will be agreed between the FSA's project manager and the contractor on drafting of research materials.

Welsh language

As a public body providing services in Wales, the FSA is legally obliged, under the Welsh Language Act 1993, and Welsh Language Measure 2011, to provide all services in Welsh.

Where the FSA communicates with the public in Wales, it must treat the English and Welsh languages equally. Research carried out on behalf of the Agency is subject to these provisions. This means that, where Wales is included in the sample, contractors must make provisions for this including:

- Research materials to sample members in Wales to be issued bilingually;
- Providing a Welsh speaking service to answer telephone queries from Welsh speakers;
- Sample members in Wales to be offered to participate in the language of their choice (Welsh or English);
- If somebody requests to contribute to the research in Welsh, adequate provision must be made to enable them to do so; and
- All requests should be treated respectfully, acknowledging at all times the individual's linguistic rights as a Welsh-speaker in Wales. The service provided on the behalf of the FSA must be of equal standard in English and Welsh.

The FSA has an internal Welsh Language Unit who can be consulted on Welsh language / translation arrangements. In some cases, the Unit may be able to undertake the necessary translation work in-house, otherwise, they will advise on FSA-approved translation contractors. These contractors have been approved following a rigorous procurement process where every aspect of their work was thoroughly tested, and the FSA cannot accept work from contractors who have not been through this process. Therefore, it's important that the Unit is consulted at the earliest possible opportunity with regards to research projects, to allow ample time for making translation arrangements.

5. Deliverables and governance

A delivery plan for the proposed work should be included within the tender.

The following outputs are required:

1. **A topline summary of initial research findings immediately following fieldwork completion.**
2. **A draft report containing both the business and consumer PAL research findings with standalone summary.**
3. **A finalised report containing both the business and consumer PAL research findings with standalone summary.**
4. **A technical appendix detailing the PAL research approach and supporting technical information, including details of approaches used to analyse the data.**
5. **A separate short report summarising findings related to NGCI statements and the research approach implemented for this.**
6. **Details of respondents who agree to be re-contacted by the FSA for future research purposes, that can be linked back to key demographics or firmographics (e.g. for consumers – hypersensitivity, diagnosis, gender, age, socioeconomic status, region; and for businesses - business size, sector, region).**
7. **A draft presentation slide deck for an internal FSA workshop on the research findings.**
8. **Finalised presentation slide deck for an internal FSA workshop on the research findings.**

Usually, reports require two rounds of substantive comments by FSA officials (and any other parties involved in the project as appropriate) and a final round to finalise minor outstanding comments. Unless otherwise agreed, the FSA's project manager will co-ordinate comments and provide them to the contractor and all responses will be recorded.

Final outputs will be subject to external peer review, following which further amendments may be required. Contractors should agree the timetable for reporting and publication with the FSA's project manager but should note that the FSA normally expect at least a week to provide a co-ordinated response per round of substantive comments.

All outputs (excluding the details of respondents who agree to re-contact by the FSA) will be published so they will need to meet FSA minimum accessibility requirements. Copies of the final reports should be provided in MS Word using the FSA reporting template. Reports should be structured in line with the 1:3:25 principle to ensure they are reader friendly. Datasets containing re-contact details should be provided in Excel. Please confirm in your proposal how you will meet the FSA's requirements for reporting.

6. Timing

It is anticipated that the overall contract will last 3 months, between July 2021 and October 2021. However, tenders should propose an alternative timetable, and rationale for any changes, if the proposed timings are not considered feasible to deliver to.

Details of project timings must be clearly stated in the proposal and must include indicative dates for a start-up meeting, dates for outputs, and other key dates as appropriate. Critical dates should be marked accordingly.

The timetable must allow sufficient time for the FSA to comment on draft research materials as detailed in Section 5.

Tenderers should also comment on the proposed timing of fieldwork including any likely seasonal effects.

7. Personnel

The successful contractor will be supported by members of the FSA Social Science and FSA Food Hypersensitivity teams.

The FSA requires the contractor to provide a sufficient level of resource throughout the duration of the contract in order to consistently deliver a quality service.

Details of all key personnel who will be working on this project for the contractor must be given in proposals, including their grade, daily rate, number of days' input, and a summary of their relevant skills and experience. The proposal should also include who would be drafting the report.

Should any element of this project be subcontracted, details of subcontracted companies, their key personnel and working arrangements with the contractor should also be included within proposals.

The contractor must demonstrate that their team has the necessary range of skills and knowledge to deliver this project, with evidence of relevant experience and expertise on similar projects provided (please provide at least two examples).

The contractor will also be required to appoint a contract manager who will be fully accountable for the delivery of the project against the contract. A named contract manager must be provided within proposals. They will be required to liaise closely with the FSA's project manager.

8. Reporting

In addition to the Outputs specified under Section 5, the contractor will report frequently to the FSA on progress, either by phone or via email. The frequency of reporting and expectations from this will be decided by the FSA's project manager and the contractor together. The FSA would also welcome the opportunity to attend and observe any data analysis discussions.

9. Publication

The FSA will remain responsible for publishing and/or archiving the main reports and technical appendixes. As detailed in Section 5, all outputs will need to meet FSA accessibility requirements.

Publications by the contractor of any research articles or other publications based on data and information collected in relation to this project will be subject to approval from the FSA, and the FSA should be acknowledged as funders. This approval, however, will not be unreasonably withheld.

10. Data protection

There will be additional data considerations related to this work given it will involve the collection of personal data from consumers and businesses (contact details and other information relating to sole traders, such as some small food businesses, is classed as personal data under the EU's General Data Protection Regulation, GDPR).

Please outline in your tender how you will comply with the GDPR, recognising the commissioning authority's role as the 'data controller' and the contractor's role as the 'data processor'. If successful you may also be asked to carry out a Privacy Impact Assessment (PIA), and a privacy notice may be required, which will be reviewed by the FSA data security team.

11. 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; and
- to regularly test, assess and evaluate the effectiveness of the above measures.'

It is desirable for tenderers to hold Cyber Security Plus certification, or similar, such as certification to the appropriate ISO 27001 – Information security management standards. If tenderers do not hold either of these, then Cyber Essentials certification is necessary.

12. Ethics

Appropriate consents for this work will need to be obtained from participants. Ethical considerations are critical at this time: this work must minimise any additional burden, particularly on businesses, at a time when they are already likely to be under pressure.

Tenderers are asked to identify any ethical concerns they envision for this project and detail how these issues would be addressed.

Tenderers should also set out any ethical approval processes required by their own organisations (or subcontracting organisations), and the likely impact of these processes on the project timescale.

Tenderers may wish to refer to the ethical assurance guidance for social research in government[12].

[12] GSR Professional Guidance: Ethical Assurance for Social Research in Government

13. Quality

All reporting produced must be of publishable standard. Reports are expected to have been proofread before submission to the FSA. As detailed in Section 5, copies of the final report should be provided in MS Word.

All data from this work should be anonymised (apart from the ability to link re-contact details to key demographics where applicable), checked, cleaned and quality assured.

It is envisaged that all outputs will be peer-reviewed by a nominated expert employed by us to meet the quality criteria set for GSR publications. Given the high profile of this area of work, quality and robustness are key.

A quality plan should be included within the proposal, demonstrating internal quality assurance procedures and how the contractor will achieve high quality outputs to time and budget. It is desirable, not essential, for tenderers to hold ISO 9001 – Quality management[13].

14. Risk management

The contractor is expected to review, update and communicate risks to the successful conduction of the contracted work, to the FSA as appropriate. Proposals must include a risk register detailing high, medium and low risks, tailored to this specification, and how these will be managed and mitigated against. This includes any reputational risks to the FSA. It is desirable, but not essential for tenderers to hold ISO 3100 – Risk management[14].

[13] ISO 9001 - quality management
[14] ISO 3100 - risk management

Annex 3 - Supplier's Technical Proposal

LEAD APPLICANT'S DETAILS							
Surname	[redacted]	First Name	[redacted]	Initial	[redacted]	Title	[redacted]
Organisation	Basis Social	Department					
Street Address	Hanway House, 24 Hanway Street						
Town/City	London	Country	UK	Postcode	W1T 1UH		
Telephone No	[redacted]	E-mail Address	[redacted]				

Is your organisation is a **small and medium enterprise**. (EU recommendation 2003/361/EC refers http://www.hmrc.gov.uk/manuals/cirdmanual/cird92800.htm)	Yes			

TENDER SUMMARY

TENDER TITLE

Consumer and food business knowledge, attitudes and behaviours towards Precautionary Allergen Labelling.

TENDER REFERENCE	**FS900121**		
PROPOSED START DATE	26/07/2021	**PROPOSED END**	31/10/2021

1: TENDER SUMMARY AND OBJECTIVES

A. TENDER SUMMARY

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

Basis Social and Bright Harbour are inspired by this brief and have put together an approach that combines:

- A creative design that harnesses innovative design and rigorous qualitative insight
- A cutting edge video content platform to capture moments of consumer use of PAL and NGCI labelling in real life contexts
- Structured interviews and group sessions
- Projective techniques to elicit emotional and implicit responses to a complex and sensitive issue
- Co-creation sessions to help improve labelling and wider communications on PAL
- The use of the COM-B behavioural framework to systematically understand
    - why businesses do or do not adopt PAL, and the constraints and opportunities to do this in a more meaningful way
    - how consumers use and interpret the advice, given a wide range of personal, social and environmental contexts around food and eating
- The development of business typologies and consumer personas to enable future interventions and communications to be tailored to needs and contexts.

Specifically, we will conduct 60 interviews with SMEs across a range of sectors and food preparation and sales contexts, plus conduct 6 small group discussion sessions with 30 consumers (6 groups x 5 participants each) with food allergies and an additional 3 group discussions with 15 consumers with coeliac disease (3 groups x 5 participants each).

We will then conduct a separate co-creation excise on PAL labelling working with 10 respondents identified through the study and running iterative development sessions with FSA staff. We also provide an option of testing outputs from this process with a 'fresh group' or food allergy consumers.

For the recruitment, we will work with Acumen, a great agency with a strong track record in recruiting businesses and consumers with challenging characteristics, and with whom we have a long-standing relationship.

In addition to the top-line debrief, draft and final reports on PAL and separate report on NGCI, technical reports, presentations and recontact details requested in the brief, we will give you:

- 2 x 5 min video capturing consumer moments of PAL and NGCI use
- An excel providing an anonymised COM-B analysis of the factors influencing adoption of PAL by business; and the use of PAL and NGCI labels by consumers.
- Outputs from a co-creation session for use in future intervention design and testing
- A blog post on methodological learnings from this project that will benefit the wider sector.

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

OBJECTIVES

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

OBJECTIVE NUMBER	OBJECTIVE DESCRIPTION
1	**To gain further insight into small and medium business application of PAL, by exploring how and why food businesses are applying this labelling, and to what extent it's informed by a risk assessment of allergen cross-contact**. Objectives i. What do small and medium food businesses understand by precautionary allergen labelling and the regulations concerning its use? ii. What do small and medium food businesses know about the guidance on precautionary allergen labelling? iii. What factors influence decision-making on when, and how PAL is used among small and medium food businesses? To what extent does this vary among different types of business (e.g. sector, size, type of food sold or produced)? iv. To what extent is decision-making on PAL usage determined by risk assessment of allergen cross-contact? v. What barriers and levers influence usage of PAL by small and medium food businesses in a 'meaningful'[15] way? To meet this objective, we will undertake 60 online interviews with the owners or those involved in the oversight and management of food preparation across a range of food businesses. Using the COM-B behavioural framework, we will look at the knowledge, understanding, processes, and motivations surrounding the use of PAL – enabling us to provide a very structured way of understanding the capability (e.g., knowledge of how to conduct a risk assessment process), opportunity (e.g., belief other restaurants do this) and motivation surrounding PAL behaviours (routine kitchen practices creating cross contamination risks). Given the potential for social desirability bias through interviews, we will also use projective techniques to help elicit businesses owners' views in a way that enables them to speak more freely on the issue. Through our analysis, we will map findings against different typologies of businesses, looking at the interplay between size, sector, and different types of food preparation to provide deep insights into how the FSA can encourage the employment of PAL in a more meaningful way To meet this objective we will undertake 60 online interviews with the owners or those involved in the oversight and management of food preparation across a range of food businesses. Using a behavioural framework, we will look at the knowledge, understanding, processes and drivers of decision making shaping food business thinking and action around PAL regulation and communication.

[15] 'Meaningful' here involves only using PAL if the risk of allergen cross-contamination is real and cannot be removed.

2	**To explore consumer usage, views and preferences towards PAL on food products, specifically how consumers want allergen cross-contact risk to be communicated.** Objectives i. How do FH consumers interpret and use precautionary allergen labelling? ii. What assumptions or expectations shape views and behaviour in this space? What do consumers assume business' decision-making flow to include? What do they assume the regulatory requirements are behind the PAL they see? iii. How do consumers prefer the allergen cross-contact risk to be communicated on PAL? (e.g. what is their preferring form of wording?) To what extent does this vary in different contexts? iv. What are the impacts (emotional, practical, health, financial) of any confusion or misinterpretation of PAL communications? v. How could PAL be improved to enhance FH consumer experiences of this form of labelling? To meet this objective, we will undertake we will undertake a range of research with 30 consumers with food allergies. Given the interpretation and use of PAL is contextual, this element of the research will kick off with an autoethnographic exercise with each respondent making a short film to capture real life moments of PAL use, in both home/takeaway and eating out settings. We will use this content both for analytical purposes to explore differences in use across food settings, and also to make a short film as stimulus for the group sessions. Post the ethnographic exercise, we will convene participants into six small groups to explore the wider context around label use, trust in the system, beliefs around the motivations for business and regulators, as well as explore wording executions, and preferences for communication. Post the groups, we also propose a co-creation session with 10 consumers to help develop more effective label wording. We propose to iterate this processes with policy colleagues at the FSA to provide execution ideas for different communication territories. As with the business research, we will use the COM-B behavioural framework to map how and why consumers use PAL. For instance, this may include: • Capability – e.g., dynamic health issues • Opportunity: e.g., social embarrassment to ask food service staff • Motivation: e.g., heuristics built up over years of not trusting 'May contain…' labels We feel this latter point is particularly important, as it may not be the case that a change in PAL labelling supports consumer choice, without attendant changes in trust in the regulatory system.
Additional work on NGCI statements:	Objectives i. What experience do coeliac consumers have of NGCI statements? ii. How do coeliac consumers understand, interpret and use NGCI statements? iii. What do coeliac consumer think about the use of NGCI statements? How might they be improved to better ensure informed consumer decision making? To meet the NGCI objectives, we will undertake a very similar research process to the consumer PAL approach outlined in objective 2, though do not propose a co-creation session for this element of the research. Whilst we will look at commonalities and shared learnings across both consumer strands of the study we believe a separate process on NGCI is more effective due to the distinct issues around regulatory

changes on such labelling, and that making integrating the research into a wider discussion on PAL is unlikely to do it justice in the time available.

Specially, as above, we will:

Engage 15 consumers and carers of those with coeliac disease

Look at the contextual use of NGCI through an autoethnographic exercise, to make a short film on moments of use

Run three small group discussion sessions with consumers to:

- Elicit emotions around living with coeliac disease, using projective techniques such as Blob Tree
- Discuss the consumer video highlighting real life contexts of NGCI use
- Explore awareness and understanding of NGCI in relation to grouped foods and its relation to wider gluten information;
- Understand when NGCI statements are and are not used
- Explore understanding around the purposes of NGCI regulation, and its use by business.

As above, findings will be analyses via the COM-B framework, and consumer typologies developed to bring to life moments of use and develop insight for more targeted communications.

2: DESCRIPTION OF APPROACH/SCOPE OF WORK

A. APPROACH/SCOPE OF WORK

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

1.0 Introduction

Precautionary Allergen Labelling (PAL) is a challenging area of food labelling regulation and legislation, and one which the FSA recognises is not currently enacted in a clear and consistent enough way to provide the desired level of transparency for UK consumers.

Updating PAL is currently a key focus for the FSA's hypersensitivity programme, as part of its wider mission to protect UK consumers from the health risks posed by food hypersensitivity (including allergens and intolerance) - and, more broadly, to ensure that UK consumers have high quality information to enable informed decision making around food. This research will ultimately guide change in policy and practice to provide this clarity - ensuring that PAL guidance is consistently correctly understood and applied by businesses to safely inform consumer choice and action.

PAL represents a voluntary option for businesses to communicate allergen cross-contamination risk in foods where a regulated allergen is not intentionally present. By legislation, PAL guidance should only be applied following 1) a thorough risk assessment to assess cross contamination risk, and 2) good faith effort from businesses to remove risk via actions like ingredient segregation and cleaning.

This is a critical area of risk management and consumer communication to get right, particularly in the context of Natasha's Law and the reasons PAL guidance was introduced in the first place: allergens mistakes can have deadly consequences. It is critical to ensure that businesses interpret and apply legislation in the way FSA intends, as guided by best practice risk management and consumer communication; and that how consumers 'read' PAL guidance aligns with the risk measures and communication intended by the business.

In practice, however the FSA are aware that PAL guidance is both on the rise - with more than half of businesses selling non-pre-packaged foods now using PAL guidance - and often misinterpreted or incorrectly enacted. Businesses may be using PAL guidance without risk assessment, and/or without taking steps to control the risks within their power. This may be for a variety of reasons – for example low knowledge around or understanding of the regulatory guidance or how to

conduct appropriate risk assessment; a feeling that businesses can risk assess their own premises but not necessarily ensure adequate risk assessment and management within supply chains; or potentially even choices not to risk 'getting it wrong' and thus defaulting to PAL guidance in place of adequate risk assessment taking place.

Whether business decision making is driven by issues around capability, opportunity or motivation to follow PAL legislation and guidance as intended, ultimately this means that foods being sold with PAL statements may have wildly different de facto allergens risks - and the burden of deciding what is safe or not to eat is increasingly transferred to the consumer, who must act on imperfect information.

This lack of clarity and transparent communication can have wide-ranging and potentially deeply serious impact on consumers with hypersensitivities. Allergens anxiety is a common reality for hypersensitive consumers; for many, understanding what is safe to eat takes constant, chronic emotional and cognitive labour. The most risk conscious may avoid foods that are actually safe for use in their particular circumstances - and lose trust in both the allergens labelling they rely on and the FSA's ability to ensure foods are safe for them. It's dispiriting not to be able to eat most foods in the shops and wondering if the regulator is on top of ensuring food businesses protect consumers' health and welfare.

Perhaps even worse, consumers may make unsafe decisions based on PAL guidance delivered from very different business contexts - deciding from experience with foods where PAL labelling was correctly applied that PAL labelling is 'safe' for their level of hypersensitivity, and then going on to ingest foods where businesses have not adequately controlled risk as PAL legislation dictates.

And, of course, lack of clarity impacts businesses negatively too. Businesses want neither to fall afoul of their regulatory requirements nor to harm the customers they serve, but lack the knowledge, confidence and cross-contamination investment may be letting them down in practice.

1.1 Your Brief

This brief got our attention both because of the subject matter and potential to contribute to positive change, but also because of the FSA's approach to evidence making on this important issue.

We applaud the FSA's commitment to genuine listening as it strives to ensure responsive and effective policy and communications around allergens labelling; this piece could have, in theory, been tick-boxed with a smaller level of investment and less genuine commitment to ensuring FSA guidance matches real-life context and need. That you have instead chosen to conduct a substantial piece of work that seeks not to drive a pre-fabricated solution forward but genuinely ground next steps in lived experience evidence is to be applauded - and is one of the reasons we love working with you.

1.1.2 PAL qualitative evidence from consumers and businesses

In order to understand the current consumer and business context around PAL and drive decision making going forward FSA now requires rapid qualitative insight exploring both as-is and should-be scenarios around PAL guidance.

Our understanding of your priorities for this piece is as follows. In this moment, we now need to:

- **understand how PAL guidance is currently being interpreted and applied by SME food businesses** - including understanding whether PAL notices are being generated with appropriate allergen cross-contact risk assessment as per current FSA guidance and legislation.

  How are regulations understood, and what misunderstandings or misinterpretations are in evidence? How do PAL decisions happen, and to what extent is appropriate risk assessment guiding PAL use? Are decisions consistent and meaningful? What drivers most powerfully shape business action and thinking in this space?

- **explore consumer experience and needs around PAL - across current understanding and usage, everyday impacts, and preferences for the future.**

  How is current guidance being interpreted, how does this vary by moment/allergen category/health status/etc, and how closely does this align with FSA and business intent? What are the cognitive, emotional and health impacts of any confusion or misinterpretation? What would help deliver more clarity and better informed decision

making going forward?

- **use this research moment to efficiently collect data on the unique needs of celiac consumers on related evidence questions around the use of non-gluten containing ingredients (NCGI) statements.**

  What are current experiences around NCG statements in terms of understanding, interpretation and use? What expectations do consumers have, both explicit and implicit, about what kinds of cross-contamination risks are being taken into account before NGCI statements are applied?

Throughout, we need to understand not just 'the business' and 'the consumer' view, but how to reduce the distance between the understanding and actions of the regulatory intent (FSA) - labelling decision moment (business) - and labelling interpretation and food purchase (consumer). We need to know what is driving current disconnect and what needs to be done to ensure more effective, transparent and consistent PAL communication going forward.

1.1.3 NCGI qualitative evidence from consumers and businesses

Separate but related to this main set of objectives, the FSA have similar concerns about the use of non-gluten containing ingredients (NCGI) statements that need qualitative exploration.

There is much less existing evidence about how coeliac consumers engage with NCGI evidence, and to what extend there is risk of misinterpretation around how gluten cross contamination risks are taken into consideration before NCGI statements are applied. As rules changed in response to 2016's 'gluten free regulations', businesses have also had to rethink how they communicate with customers avoiding gluten; they may be left uncertain about how to handle 'grouped' food versus individual food item labelling, which may lead to inconsistent or inappropriate practice.

Alongside the main focus of work above, we need to take the opportunity to explore how coeliac consumers understand, use and interpret NGCI statements - including how views and behaviour have changed, if at all, since the 2016 legislation changes. Again, our focus here is on understanding what risks may be driven by current practice, and what needs to be done to ensure more consistent, transparent and effective future communication to drive safe and informed consumer decision making.

We believe a separate process to research NGCI statements with consumers will be more effective given distinct issues related to regulation changes, and the specificity of the advice – making NGCI less relevant for consumers with other food allergies (as opposed to PAL which is broad in its scope), and the inherent ambiguity around NGCI and associated statements. While content will differ, our design process for consumers will be similar across both the PAL and NGCI elements of the study.

2.0 The challenges we are responding to in the study design

Drawing on extensive experience in food research (including around labelling and both consumers and food business behaviour), behavioural insight knowledge, and qualitative methods and innovation expertise, our approach and team are built with the following key challenges in mind:

- **The need to gather high quality data from a robust business sample at speed, including businesses which are traditionally hard to recruit and engage.**

  Our experience conducting business research with the FSA and other regulators suggests it is critical that we:

  - use **highly experienced recruiters** with a proven track record of reaching businesses of varying SME sizes - including businesses with lower FHRS scores, with varying capacity and engagement around allergens and other regulatory requirements, with varying experience trading (including pandemic pop-ups), etc.

  - **work hard to create trust** from recruitment onwards in all our interactions; businesses will need to believe in the credibility of our team, impartiality of the work, and anonymity of their responses if we are to learn anything meaningful about how they negotiate responsibilities around PAL requirements

- **understanding of the ways in which food business models are changing and adapting**, particularly under pandemic, and the challenges posed to businesses' understanding and action around PAL

- **The need for the consumer research to move beyond self-report and draw on evidence from real behaviour and everyday context.**

  Behaviours around allergen checking and PAL use are a curious mix of high impact (getting it right or wrong often really matters, and risk perceptions can be high) but habitual and unconscious (consumers' ways of navigating allergens information often become so routine that they become hard to talk about).

  We need a mixed method approach that helps us understand:

  - both how consumers interpret information in a **'stop and think'** state, but also the kinds of **heuristics, assumptions and short-cuts** that are driving everyday behaviour - so that PAL information is practically useful in real-life context and minimises risk of misinterpretation.

  - how guidance is interpreted not just for **single-allergen consumers**, but within more **complex contexts** - e.g. multiple allergens within households or families

  - what **assumptions** consumers are making about what PAL guidance is trying to communicate with them (i.e., what is intended by the regulation), and how businesses make risk communication decisions using PAL information (i.e., what the business has done before issuing PAL statements.

- **The need to provide a safe pair of hands and deliver an important, large scale, complex piece of research on time, in budget and to high quality - regardless of any challenges that may emerge.**

  We need to be able to:

  - ensure high **team capacity**, and sufficient **senior resource**, to ensure that we have the flexibility to adapt and deliver on time no matter what

  - work with the FSA in ways that help us **quickly adapt to changing context**, particularly for the business-side research - e.g. in the case of further lockdowns during the Summer/Autumn

  - draw on a team we know works well together and **communicates effectively**

  - pull together **expertise** across food and labelling policy; risk communication; business insight; consumer communications; and so on - so that we have more knowledge and perspectives to draw on to quickly 'see' what is happening and help you generate options for moving forward

- **The need to provide easy to engage with, low burden, fun, safe and positive research experiences for consumer participants experiencing very different contexts (emotional, social, financial etc) under the changing conditions of pandemic.**

  We need to ensure that we:

  - can handle the potentially sensitive discussions that inevitably arise when exploring consumers' food context, particularly under pandemic. Whilst the subject matter of labelling is fairly 'neutral' we are nevertheless mindful that labelling behaviour often occurs in the context of health issues. Particularly given rising rates of food insecurity and financial stress for households with health issues represented, discussions of food choices may be unexpectedly emotional and we need to be prepared for that.

  - make research engagement **accessible and positive** for everyone involved, regardless of digital access; cognitive capacity and bandwidth; time constraints, learning styles, etc

In response, our proposal draws on **combined expertise of the Basis Social and Bright Harbour teams**, and specifically team members that have a proven history of working together successfully on projects very much like this. We have collaboratively developed a method that combines rigour and flexibility, ensuring mixed-methods exploration

that will allow us see the issue from multiple angles, get beyond reported consumer attitudes and closer to real behaviour, and guarantee a high-quality business sample and meaningful consumer input.

Our team also includes lived experience of allergens and food hypersensitivities; pardon the pun, but we viscerally understand both how important this project and policy are - and the complexity involved in navigating PAL guidance. We'll want to deliver this work with excellence not just because we care about the FSA being able to do the best job it can, but because we know the difference clear guidance will make for families like ours every day.

3.0 Our approach

3.1 Kick off meeting.

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[16] IFF (2020). The Food Industry's Provision of Allergen Information to Consumers. Available at: https://food.gov.uk/sites/default/files/media/document/industry-provision-of-allergen-information-research-report.pdf

[17] Ibid.

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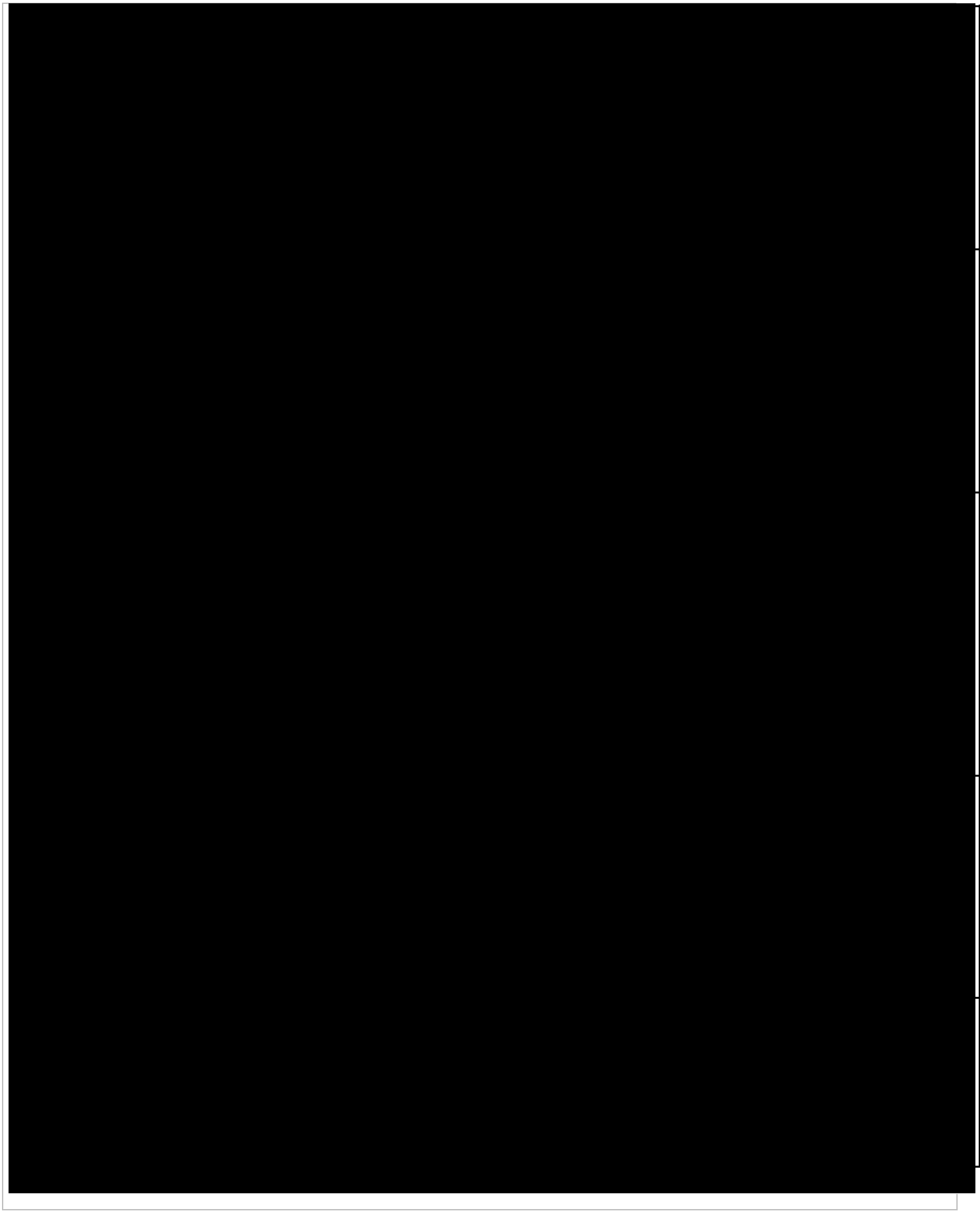

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[18] Robert, R.J. et al (2007). The prevalence of food allergy: A meta-analysis. Journal of Allergy and Clinical Immunology. doi:10.1016/j.jaci.2007.05.026
[19] Brophy, T (2015). Geriatric Nutrition: Late-Onset Food Allergies. Today's Dietitian. Vol. 17 No. 10 P. 76
[20] Natcen (2017). Profiles and practices of people with food hypersensitivities

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[21] Pali-Schöll I and Jensen-Jarolim E. (2019). Gender aspects in food allergy. Curr Opin Allergy Clin Immunol. Jun;19(3):249-255.

[22] Mamidipud, K et al (2020). Achieving equitable management of allergic disorders and primary immunodeficiency in a Black, Asian and Minority Ethnic population. Clinical and Experimental Allergy, Volume 50, Issue 8

[23] Natcen (2017). Profiles and practices of people with food hypersensitivities

[24] Cochrane et al (2013) Characteristics and purchasing behaviours of food-allergic consumers and those who buy food for them in Great Britain. Clin Transl Allergy.; 3: 31.

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[25] IFF (2020). The Food Industry's Provision of Allergen Information to Consumers.

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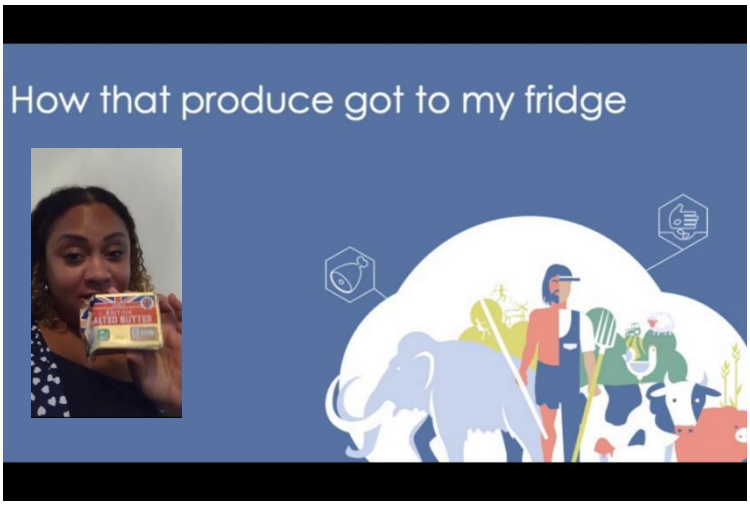
For PAL specifically, we will need to ensure respondents are clear on the focus on pre-cautionary allergen labelling, rather than allergen labelling in general. We will give clear examples of this, such as labels that say:

- May contain…
- May contain traces of…
- Produced in factory that handles…
- Due to methods used in the manufacture of this product, it may occasionally contain…

As well as using this information for analytical purposes, we propose to make a 5-minute video bringing to life different contexts of PAL/NGCI use as part of the stimulus for our group sessions – particularly enabling us to ground any changes to labelling in a variety of different contexts. We believe this step, plus grounding our analysis and insights in behavioural framework is vital - otherwise the project strongly risks producing a critique of labelling that does not properly account for how the information will be used.

We have used such approaches for a variety of studies, most recently our work for the Nuffield Council on Bioethics exploring issues of provenance and animal welfare in relation to a study we are undertaking on gene editing in farmed animals (see Figure 2.) We can integrate animatics, visuals and other stimulus into the video as needed.

Figure 2: Video still exploring the context of food for our gene editing dialogue project.



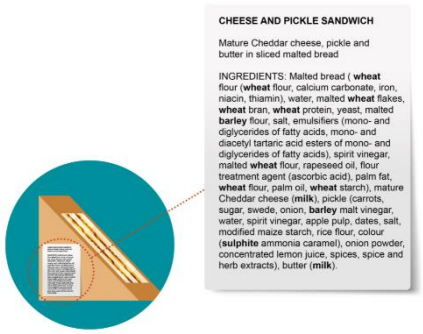
3.5.3 PAL small group discussion sessions

A couple of weeks after the pre-task session, we propose holding 6 small group discussion sessions with consumers to explore how allergen cross-contact risk could be communicated on PAL and how this varies in different contexts.

As well as exploring the range of different consumer moments from the ethnographic exercise, we will develop a range of stimulus looking at different expressions of allergen labelling and use as illustrated in Figure 3. We have an in-house design team who can support this process. As part of this process, we will also explore any concerns around the dual systems of allergen labelling and PAL for consumers.

In addition to factual and copy based stimulus, we will also use projective stimulus to help elicit emotional responses to the topic. In Figure 3, we also highlight Blob Trees but there are a range of potential approaches to this that we would welcome discussing with the Agency.

Figure 3. Illustrations of packaging stimulus and the blob tree



Pre-packed food

Pre-packed food

Non-prepacked

Blob trees are ideal for online use and can help people articulate inner emotions and feelings associated with living with allergies.

An illustrative discussion guide is given next.

- Introduction to study, how information will be used, confidentiality, consent
- Participant introduction, name, where from, what allergies they/someone in family has; ice breaker: where is your favourite place to eat out and why?
- What is it like to live with an allergy? Discussion using projective technique blob tree.

- How do people negotiate eating different foods with allergies?
- What is the role of allergen information in this context
- Initial views specifically on PAL

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[redacted]dy for the FSA, we are currently conducting aspects of the pilot with FBOs in Portuguese and potentially Urdu.

4.0 Analysis

While the period post-fieldwork is often where we will have the greatest emphasis on analysis, our researchers are encouraged to conduct analysis on an ongoing basis through independent and joint review of all material collected. This way we will develop, test and refine hypotheses over the course of a project, helping ensure that our clients get the maximum possible value from the research, as well as early sight of the thinking and evidence that underpins research findings, insights and recommendations.

Our qualitative analytical approach is inductive – building upwards from the views of participants. Our overall aim with this form of qualitative research is to understand and represent the wide variation in individual contexts and circumstances of businesses and consumers and bring them to life in a way that is compelling.

Specifically, in addition to provision of themed findings and insights, we would also look to develop business typologies and consumer personas through the analysis process to serve as 'guiding light' for future communications and regulatory development.

Subject to consent, all interviews will be audio (and/or video) recorded. This enables the researcher to concentrate fully on interviewing or facilitating, making brief notes of key issues and themes arising during discussions. Our preference is for researchers to complete a proforma for each interview from the audio file and their notes: this is a more cost effective and efficient method of capturing the detail than having verbatim transcripts made though we are happy to cost for these at FSAs request – we anticipate this to be approximately £5000.

Clients often join brainstorm sessions (either remotely or face-to-face) helping to promote understanding of emerging findings, and constructively challenging the narrative and conclusions drawn. We would welcome representatives from FSA feeding into the analysis process and would agree with you the level and form of input you wish to have at the outset of this project.

At an overarching level our analysis process is highly systematic, and comprises:

- A process-driven element whereby we organise the data gathered within a defined thematic framework. Given the range of characteristics and channels to be covered across the very large number of interviews it will be vital to structure the data to enable a meaningful analysis. The framework will examine the relationship between business practice and customer needs, expectations and experiences.

  For this project we recommend developing a thematic code frame which is aligned to the discussion guide, and to refine this inductively during the coding of a sample of interviews. We undertake this manually, using 'matrix maps' within Excel as opposed to NVivo or some other form of qualitative software. We find that this enables researchers to remain close to the data and is a more efficient way of operating for smaller scale qualitative research projects.

  Our 'matrix mapping' approach is used to identify features within the data: defining concepts, mapping the range and nature of phenomenon, creating typologies, finding associations, and providing explanations. Piecing together the overall picture is not simply aggregating patterns in the form of coding and looking to quantify data; it also

involves a process of weighing up the salience and dynamics of issues, and searching for structures within the data that have explanatory power rather than simply seeking a multiplicity of evidence.

- A more intuitive element, involving brainstorm sessions led by the Project Director, will explore the connections between key themes and sub-groups (including staff and claimants). This activity occurs at regular periods during fieldwork to provide the space for hypotheses to be generated and tested. Two closing brainstorm sessions will be held for each strand following completion of the fieldwork when framework analysis is complete. The first session will involve all the research team (online) and involves talking through the findings holistically, covering off all aspects of the discussions. This will include views on the interaction between customer needs, expectations, experiences and outcomes, and the implications for service design and customer engagement.

  The second will involve a smaller group of senior researchers to further analyse the data, identify the core narrative for our reporting, and 'stress test' the evidence underpinning the insights. We propose to use a behavioural framework to structure our analysis and provide insight for the Agency to provide further advice and interventions to improve the use of PAL by food businesses and consumers.

We believe a behavioural framework will have two main benefits:

- For food businesses, it will enable us to systematically identify the factors affecting the use of allergen labelling, and opportunities to improve how and when its employed, plus how to better understand and assess risk of the foods they sell.
- For consumers, it will help us unpack contextual influences on use of the PAL, how information may be improved in this context, and the extent to which other factors could be leveraged through related interventions to maximise the use of PAL

The behavioural model we recommend is COM-B, which forms the hub of the Behaviour Change Wheel (BCW) an evidence-based framework for designing and delivering interventions to change behaviours at the individual, organisational, community and population level.

- Capability refers to a person's physical and psychological attributes.
- Opportunity refers to attributes of the physical and social environment.
- Motivation refers to reflective and automatic psychological processes.

The COM-B model identifies three factors that need to be present for any behaviour to occur: capability, opportunity, and motivation.

While this project does not concern behaviour change per se, understanding these contextual influences around the use of PAL and NGCI labelling, the relative impact of each, and analysing them in a systemic way will provide rich insight about concerning future interventions and regulatory changes that the FSA could develop.

For example, some of the factors that we might explore could include the following. Understanding the type, frequency and intensity of these factors will help us support smarter decision making within FSA about what to be done to ensure informed consumer decision making and safe business action going forward.

COM-B	**Business**	**Consumer**
Capability, physical	Unable to control process in supply chain.	Dynamic health issues
Capability, psychological	Limited understanding of how to conduct a risk assessment process	Confusion over what the label specifically refers to.
Opportunity, physical	Small kitchen area in micro businesses makes likelihood of cross contamination significant.	Differences in PAL use in different food business settings
Opportunity, social	Belief that other restaurants do this, its normal	Concerns about asking staff in restaurant settings due to embarrassment.

Motivation, reflective	Attitude to risk, ease of adopting 'May contain…' solutions	Attitude to risk; extent to which food and premises familiar
Motivation, automatic	Routine kitchen practices creating cross contamination risks	Heuristics built up over years of dealing with 'May contain…' labels

5.0 Reporting and deliverables

We put a lot of focus into the content, design, and creativity of our deliverables, as we strongly believe it drives action. Our goal is to engage audiences and encourage them to do something differently.

While the full list of our deliverables and timings is given in section 3B below, we as noted in the brief our outputs will be:

- A topline summary of initial research findings immediately following fieldwork completion.
- A draft report containing both the business and consumer PAL research findings with standalone summary.
- A finalised report containing both the business and consumer PAL research findings with standalone summary.
- A technical appendix detailing the PAL research approach and supporting technical information, including details of approaches used to analyse the data.
- A separate short report summarising findings related to NGCI statements and the research approach implemented for this.
- Details of respondents who agree to be re-contacted by the FSA for future research purposes, that can be linked back to key demographics or firmographics (e.g., for consumers – hypersensitivity, diagnosis, gender, age, socioeconomic status, region; and for businesses - business size, sector, region).
- A draft presentation slide deck for an internal FSA workshop on the research findings.
- Finalised presentation slide deck for an internal FSA workshop on the research findings.

Additionally, we will provide:

- 2 x 5 min video capturing moments of PAL and NGCI used
- An excel providing an anonymised COM-B analysis of the factors influencing adoption of PAL by business; and the use of PAL and NGCI labels by consumers
- Outputs from a co-creation session for use in future intervention design and testing

Overall, the team we have assembled has a great deal of experience in:

- Leading studies on issues of food safety and risk
- Interpreting largescale, complex qualitative research into strategic insight
- Developing behavioural informed interventions
- Writing reports for government agencies (including the FSA) and tailoring summaries of findings to specific audiences

It is usual for our social research reports to be published and many that our team has produced are available in the public domain. We have a track record of producing high quality, timely and useful outputs that are accessible to different audiences and are able to withstand close public scrutiny. We're happy to support dissemination to specific audiences (policy colleagues, consumer organisations, business groups) and can also draw on the expertise of our in-house design team to support on infographics, data visualisation and visually engaging materials.

B. INNOVATION

Please provide details of any aspect of the proposed work which are considered innovative in design and/or application? E.g. Introduction of new or significant improved products, services, methods, processes, markets and forms of organization

Given the time pressure and focus of the work, limiting the scope to pilot novel methods, we were keen to use an approach where we have tested distinct elements in other projects.

[redacted]

3: THE PROJECT PLAN AND DELIVERABLES

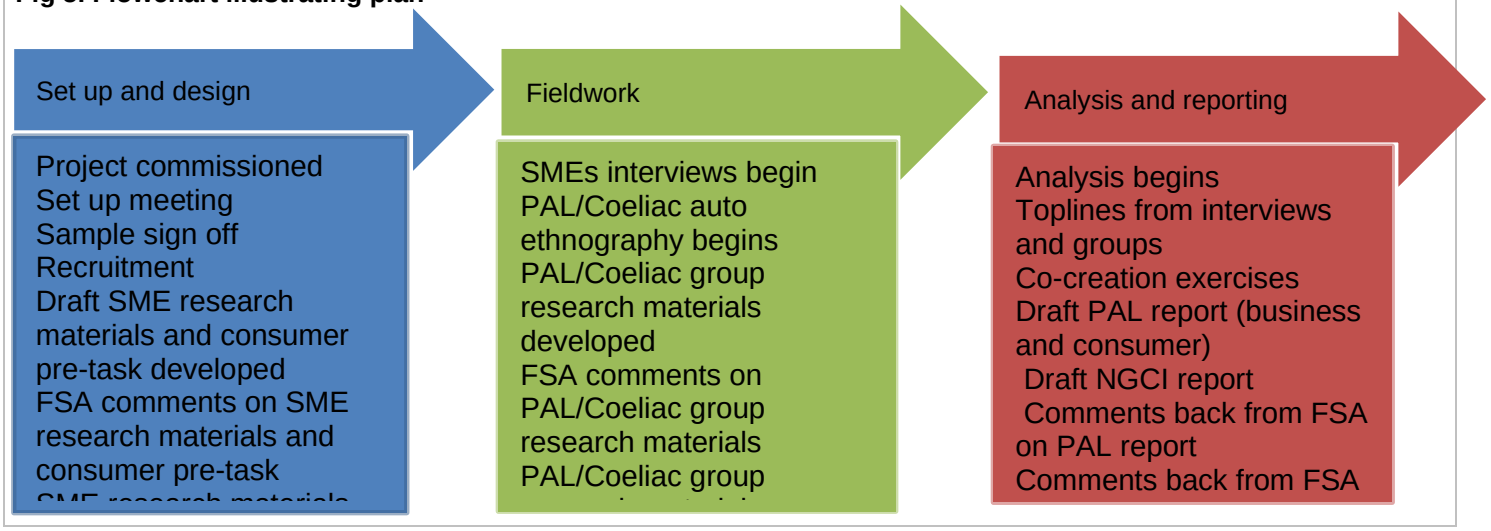
A. THE PLAN

Please provide a detailed project plan including, the tasks and sub-tasks required to realise the objectives (detailed in Part 1). The tasks should be numbered in the same way as the objectives and should be clearly linked to each of the objectives. Please also attach a flow chart illustrating the proposed plan.

TASK	SUB-TASK	DATE
Task 1: Set up and design	1.0 Project commissioned	26-Jul-2021
	1.1 Set up meeting	By 30-Jul-2021
	1.2 Sample sign off	04-Aug-2021
	1.3 Recruitment	05-Aug-2021
	1.4 Draft SME research materials and consumer pre-task developed	By 06-Aug-2021

	1.5 FSA comments on SME research materials and consumer pre-task	11-Aug-2021
	1.6 SME research materials and consumer pre-task revised/signed off	By 13-August-2021
Task 2: Fieldwork	2.1 SMEs interviews begin	16-Aug-2021
	2.2 PAL/Coeliac auto ethnography begins	16-Aug-2021
	2.3 PAL/Coeliac group research materials developed	By 20 Aug-2021
	2.4 FSA comments on PAL/Coeliac group research materials	25-Aug-2021
	2.5 PAL/Coeliac group research materials revised/signed off; Auto ethnography completes	25-Aug-2021
	2.6 Consumer groups begin	01-Sept-2021
	2.7 SME interviews and consumer groups complete	10-Sept-2021
Task 3: Analysis and reporting	3.0 Analysis begins	13-Sept-2021
	3.1 Toplines from interviews and groups	17-Sept-2021
	3.2 Co-creation exercises (undertaken that week)	20-Sept-2021
	3.3 Draft PAL report (business and consumer)	04-Oct-2021
	3.4 Draft NGCI report	08-Oct-2021
	3.5 Comments back from FSA on PAL report	11-Oct-2021
	3.6 Comments back from FSA on NGCI	15-Oct-2021
	3.7 Revised drafts both reports submitted	20-Oct-2021
	3.8 Comments back from FSA	26-Oct-2021
	3.9 Final drafts submitted, together with presentation on key findings and recontact sample data	29-Oct-2021

Fig 5. Flowchart illustrating plan



As noted, while we are confident in hitting deadlines, our preference would be to avoid August for fieldwork and extend the analysis and reporting phase. An alternative timetable is as follows:

TASK	SUB-TASK	DATE
Task 1: Set up and design	1.0 Project commissioned	26-Jul-2021
	1.7 Set up meeting	By 6-Aug-2021
	1.8 Sample sign off	13-Aug-2021
	1.9 Recruitment	16-Aug-2021
	1.10 Draft SME research materials and consumer pre-task developed	By 16-Aug-2021
	1.11 FSA Comments on SME research materials and consumer pre-task	23-Aug-2021
	1.12 SME Research materials and consumer pre-task revised/signed off	By 27-August-2021
Task 2: Fieldwork	2.1 SMEs interviews begin	01-Sept-2021
	2.2 PAL/Coeliac auto ethnography begins	01-Sept-2021
	2.3 PAL/Coeliac group research materials developed	By 03 Sept-2021
	2.4 FSA comments on PAL/Coeliac group research materials	10-Sept-2021
	2.5 PAL/Coeliac group research materials revised/signed off; Auto ethnography completes	17-Sept-2021
	2.6 Consumer groups begin	20-Sept-2021
	2.7 SME interviews and consumer groups complete	01-Oct-2021
Task 3: Analysis and reporting	3.0 Analysis begins	04-Oct-2021
	3.1 Toplines from interviews and groups	13-Oct-2021
	3.2 Co-creation exercises (undertaken that week)	18-Oct-2021
	3.3 Draft PAL report (business and consumer)	22-Oct-2021
	3.4 Draft NGCI report	29-Oct-2021
	3.5 Comments back from FSA on PAL report	03-Nov-2021
	3.6 Comments back from FSA on NGCI	10-Nov-2021
	3.7 Revised drafts both reports submitted	17-Nov-2021
	3.8 Comments back from FSA	24-Nov-2021

	3.9 Final drafts submitted, together with presentation on key findings and recontact sample data	30-Nov-2021

B. DELIVERABLES

Please outline the proposed project milestones and deliverables. Please provide a timetable of key dates or significant events for the project (for example fieldwork dates, dates for provision of research materials, draft and final reporting). Deliverables must be linked to the objectives.
For larger or more complex projects please insert as many deliverables /milestones as required.
Each deliverable should be:

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

Please insert additional rows to the table below as required.
A final deliverable pertaining to a retention fee of 20 % of the total value of the prosed work will automatically be calculated on the financial template.

DELIVERABLE NUMBER OR MILESTONE IN ORDER OF EXPECTED ACHIEVEMENT	TARGET DATE	TITLE OF DELIVERABLEOR MILESTONE
1.1	By 30-Jul-2021	Set up meeting **(Payment 1)**
1.6	By 13-August-2021	Final SME research materials and consumer pre-task materials
2.5	25-Aug-2021	Final PAL/Coeliac group research materials
2.7	10-Sept-2021	SME interviews and consumer groups complete **(Payment 2)**
3.1	17-Sept-2021	Toplines from interviews and groups
3.3	04-Oct-2021	Draft PAL report (business and consumer)
3.4	08-Oct-2021	Draft NGCI report **(Payment 3)**
3.7	20-Oct-2021	Revised drafts re-submitted
3.9	29-Oct-2021	Final drafts submitted, together with presentation on key findings and recontact sample data **(Final payment) (Objectives 1 and 2)**

As noted, while we are confident in hitting deadlines, our preference would be to avoid August for fieldwork and extend the analysis and reporting phase. An alternative timetable is as follows:

DELIVERABLE NUMBER OR MILESTONE IN ORDER OF EXPECTED ACHIEVEMENT		TARGET DATE	TITLE OF DELIVERABLEOR MILESTONE
Set up and design	1.0	26-Jul-2021	Project commissioned
	1.1	By 6-Aug-2021	Set up meeting
	1.2	13-Aug-2021	Sample sign off
	1.3	16-Aug-2021	Recruitment
	1.4	By 16-Aug-2021	Draft SME research materials and consumer pre-task developed
	1.5	23-Aug-2021	FSA comments on SME research materials and consumer pre-task
	1.6	By 27-August-2021	SME research materials and consumer pre-task revised/signed off
Fieldwork	2.1	01-Sept-2021	SMEs interviews begin
	2.2	01-Sept-2021	PAL/Coeliac auto ethnography begins
	2.3	By 03 Sept-2021	PAL/Coeliac group research materials developed

	2.4	10-Sept-2021	FSA comments on PAL/Coeliac group research materials
	2.5	17-Sept-2021	PAL/Coeliac group research materials revised/signed off; Auto ethnography completes
	2.6	20-Sept-2021	Consumer groups begin
	2.7	01-Oct-2021	SME interviews and consumer groups complete
Analysis and reporting	3.0	04-Oct-2021	Analysis begins
	3.1	13-Oct-2021	Toplines from interviews and groups
	3.2	18-Oct-2021	Co-creation exercises (undertaken that week)
	3.3	22-Oct-2021	Draft PAL report (business and consumer)
	3.4	29-Oct-2021	Draft NGCI report
	3.5	03-Nov-2021	Comments back from FSA on PAL report
	3.6	10-Nov-2021	Comments back from FSA on NGCI
	3.7	17-Nov-2021	Revised drafts both reports submitted
	3.8	24-Nov-2021	Comments back from FSA
	3.9	30-Nov-2021	Final drafts submitted, together with presentation on key findings and recontact sample data

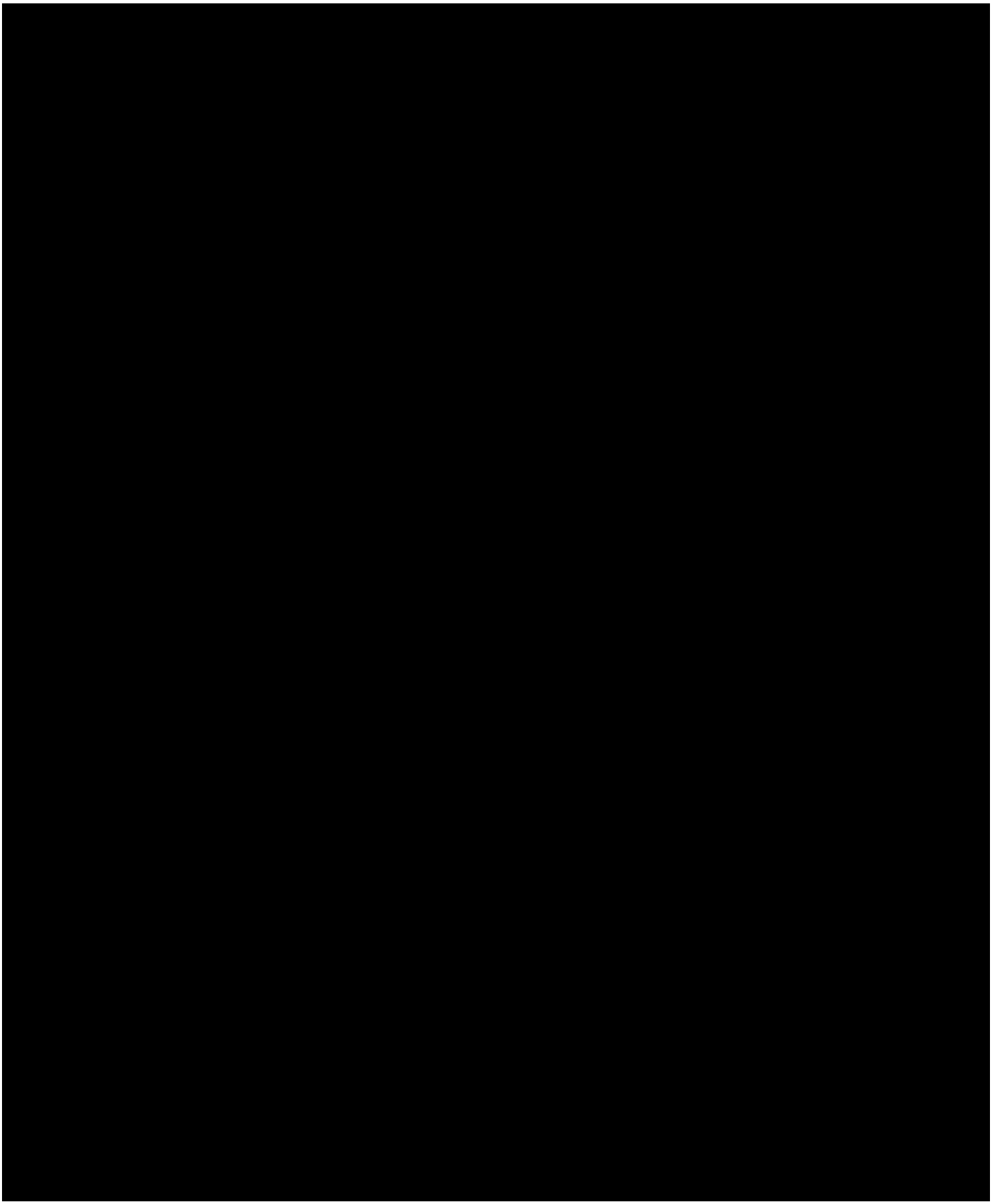
4: ORGANISATIONAL EXPERIENCE, EXPERTISE and STAFF EFFORT

A. PARTICIPATING ORGANISATIONS' PAST PERFORMANCE

Please provide evidence of up to three similar projects that the project lead applicant and/or members of the project team are currently undertaking or have recently completed. Please include:

- The start date (and if applicable) the end date of the project/(s)
- Name of the client who commissioned the project?
- Details of any collaborative partners and their contribution
- The value
- A brief description of the work carried out.
- How the example(s) demonstrate the relevant skills and/or expertise.
- What skills the team used to ensure the project (s) were successfully delivered.

[redacted]



[redacted]

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

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

Lead Applicant	Basis Social

Named staff members, details of specialism and expertise.

[redacted]

[redacted]

Participant Organisation 1	Bright Harbour
Named staff members, details of specialism and expertise.	

[redacted]

[redacted]

C. STAFF EFFORT

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

Name and Role of Person where known/ Role of person to be recruited	Working hours per staff member on this project
[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]
Approximately 10% of the budget is for the NGCI element of the study	

5: PROJECT MANAGEMENT

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

The project manager for this study will be [redacted]. Mel is PRINCE2 accredited and has over 20 years research experience helping deliver complex studies over long timetables for a range of government departments.

Mel will oversee the relationship between all partners and manage the research process. Her role will include:

- Developing and keep up to date a project plan in the form of a Project Inception Document (PID), including a risk register, a detailed timeline highlighting all key dates, holidays, and any actions required by the core team.
- Create a Gantt chart, to ensure interdependencies between tasks are identified, monitored and managed.
- Develop an incident log for any issues arising on the study
- Organise weekly online progress meetings with the FSA
- Organise online briefing meetings for all partners at relevant stages of the project
- Ensure compliance with all ethical, consent, data protection processes
- Develop consent forms, including details on purpose specification and use limitation
- Oversee the management of the consumer and food business recruitment against agreed quota specifications
- Ensuring reporting completes to schedule

Mel will be supported throughout the process by Rosemary.

The Lead Applicant, [redacted] will also work with Mel review risks to the project and adopt mitigation strategies as required.

6. RISK MANAGEMENT

In the table provided, please identify all relevant risks in delivering this project on time and to budget. Briefly outline what steps will be taken to minimise these risks and how they will be managed by the project team.
Please add more lines as required

Identified risk	Likelihood of risk (high, medium, low)	Impact of Risk (high, medium, low)	Risk management strategy
Slippage in timetable impacting on ability to hit deadlines.	Medium	High	At the inception meeting we will agree a detailed timetable and roles/responsibilities and identify potential risks and bottlenecks. Our timetable is kept under constant review and discussed with the FSA on a weekly basis. Any slippage flagged early to allow time for recovery. We have strong project management systems to ensure we deliver as promised, and will prioritise and reallocate of resources as required.
Team resource is insufficient to execute the project	Low	High	We have proposed a large and experienced team and have access to a much wider pool of researchers if needed (including those able to conduct the research in community languages). This capacity enables us to replace team members at short notice should the need arise.
Issues recruiting consumers, particularly given the fieldwork period	Medium	High	This is a challenging brief to recruit, given the health and wider demographic focus on the sample. We have discussed this in depth with our recruitment partner Acumen, who has a wealth of experience in people with various health conditions. Whilst they are confident of hitting the sample quotas, a further challenge is the fieldwork period, where research will need to be undertaken in late August to hit your timings. Given fewer people will be travelling this year due to COVID, we believe we will be able to

			manage this, though have suggested an alternative timetable to manage the risk.
Issues recruiting catering kitchens, particularly given the fieldwork period	Medium	High	Similar to the consumer sample, timings as well as the subject matter make setting up the business interviews particularly challenging. Acumen has a lot of experience involving businesses in research, and again are confident in achieving the sample. The issue will be ensuring we are able to speak to the decision maker of the business given the fieldwork period. Again, an extension of timings would be welcome, though we are confident we can deliver by end of October if required.
Inadequate review of ethical implications from the study	Low	High	We are researching a complicated area with attendant ethical issues both for businesses and particularly consumers, who will discuss personal and sensitive issues. We highlight these issues below in the ethics section and while not undertaking a formal ethics review, would recommend developing an 'research ethics' document, for discussion by the wider Working Group at the FSA or members of the ACSS. We are happy to discuss alternatives to this process, should this not be possible.
Low levels of engagement by participants in the research	Low	Medium	The subject matter for consumers is emotive and deeply personal, so we are confident that we will engage this group fully. Engagement by business may be more challenging, but all will be driven by a need to 'do right' by their customers and to ensure that the business voice is heard in any changes to policy. The interview will be conducted in a way that is involving and that people feel listened to.
Technical issues impacting the ability of people to take part	Low	High	The interviews and groups will be undertaken on Zoom and, other than network issues, we do not anticipate significant concerns with this mode given the ubiquity of the platform. We can offer telephone depths to businesses if they would prefer. While the Field Notes platform does require use of a smart phone, use of the application itself is straightforward and engaging.
Impact of COVID-19 on the research process	Low	Medium	We have designed our research and recruitment processes to be undertaken without the need for any face-to-face interaction. We can replace researchers on a like for like basis should any of them not be well enough to conduct the research.
Impact of COVID-19 on behaviours	Medium	Medium	It is likely that COVID-19 has influenced both supply chain and eating habits. While the extent to which changes stick is debatable, we will explore what's different and how this relates to risk assessment from both a consumer and business perspective.

7. QUALITY MANAGEMENT

A. QUALITY MANAGEMENT

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

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

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

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

Basis Social is committed to quality in our service to clients and in the way we manage our people and our business. Basis Social is committed to quality in our service to clients and in the way we manage our people and our business. We operate in accordance with ISO 20252:2019, the International Standard for market, opinion and social research and the Data Protection Act 2018. In our 'Research Management System and QA Manual' we have a fully documented process for the project management, collection, analysis and reporting of data fully aligned with ISO and GDPR requirements. This is available on request.

We also abide by the Code of Conduct of the Market Research Society (MRS), the Quality Commitment of the MRS Company Partner Service and the Code of Marketing & Social Research Practice of the European Society for Opinion and Market Research. Below is an outline of our quality control plan:

- We ensure timely delivery of projects through in-house electronic project management systems detailing committed staff resources against live projects, proposals and personal development activities up to three months in advance. This enables us to forward plan resourcing on projects and mitigate against any potential risks to project delivery and quality assurance. We will utilise a common, shared spreadsheet between Basis and Bright Harbour to enable us to work across the capacity of both organisations. These will be followed by weekly resource meetings to ensure that each project is resourced appropriately.
- Recruitment - We will work with Acumen, who hold ISO 20252 and with whom we have a long standing relationship. Our Project Manager will monitor recruitment at all times, ensuring that we are progressing according to the timetable and achieving the quotas required. Our Project Manager will immediately flag any recruitment risks with the FSA as they arise, present solutions and discuss and agree the appropriate course of action.
- Fieldwork – We are using a senior, experienced research team to ensure we conduct the research effectively, particularly given the time pressures involved. We will use the Zoom platform for the interviews and groups, given its familiarity to participants and range of functionality that will meet the needs of the project. For the videos from the autoethnographic exercises, we will also use a platform called Field Notes communities, which is has a bespoke design developed managed short form user generated video and a very simple, easy to use interface.
- Deliverables - All outputs will be discussed and provisionally agreed at the set-up meeting. Basis Social will inform the FSA of developments in the study that may impact on deliverables and advise on solutions. All outputs are internally quality assured, with Darren Bhattachary and Caitlin Connors reviewing materials before they are shared with the FSA. Our timetable factors in sufficient time and rounds of revisions for deliverables.

We are happy to comply with the Joint Code of Practice for Research and will ensure we have procedures in place to:

- Define and document **responsibilities** for each member of the team in relation to the project and ensure awareness of these responsibilities.
- Ensure we have the **competence** and skills required to complete the work, and we can provide evidence to this affect.
- Develop a clear, written **project plan** (in the form of a Project Initiation Document) that demonstrates key factors that will influence the project's success, and that risks have been considered and addressed.
- Have appropriate measures and planned processes in place to assure the **quality control** of the research undertaken.
- Fully comply with relevant **Health and Safety** regulatory requirements.
- Ensure our technical **facilities and equipment** work, and we have contingency plans in place in the event of any failure.
- Document the **procedures and methods** used in the research project, to provide a clear audit trail.
- Keep **research and work records** that promote the integrity and security of the study.
- Comply with all relevant environmental legislation for **our field-based research**.

B. ETHICS

Please identify the key ethical issues for this project and how these will be managed. Please respond to any issues raised in the Specification document
Please describe the ethical issues of any involvement of people, human samples, animal research or personal data in this part. In addition, please describe the ethical review and governance arrangements that would apply to the work done.

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

This study concerns interviews with 60 food businesses, 30 consumers with food allergens (including a significant proportion severe reactions) and 15 people with coeliac diseases. It will adopt research approaches that are observational, directive, and creative, including depth interviews, the collection of documentary and photographic evidence, the use of videos, as well a small group and creative sessions. The subject matter is sensitive both from a business and consumer perspective.

There are several ethical issues associated with the research, including:

- the appropriateness of questions and methods involved to elicit information;
- the purposes to which data collected in the project will be used;
- privacy of the individuals involved;
- the security of sensitive and personal information;
- the involvement vulnerable consumer groups;
- the discussion of sensitive health issues;
- the discussion of the food business processes, that may potentially pose a threat to public health.

In our research design, we will be governed by the 5 principles detailed in the Ethical Assurance for Social Research in Government:[26]

1. Sound application and conduct of social research methods and appropriate dissemination and utilisation of the findings.
2. Participation based on valid informed consent.
3. Enabling participation.
4. Avoidance of personal and social harm.
5. Non-disclosure of identity and personal information.

[26] GSR Professional Guidance. (2011). Ethical Assurance for Social Research in Government.

In terms of the research methods, as noted above, we adopt the highest standards of professional quality for our research methods and operate in accordance with ISO 20252. Every member of our team to be involved in moderation of interviews has over 10 years' social research experience, and most have 20 years+. We will limit the collection of personal data only to those items that are necessary to the research purpose and ensure they are not used in any manner incompatible with these purposes. Through rigorous and transparent analytic procedures, we protect against distortion and bias in the interpretation of findings.

For informed consent, we will ensure consent is free (voluntary and able to be withdrawn at any time); specific (relating identified purposes); and informed (in full awareness of all relevant consequences of giving consent). We will adopt a rights-based approach to consent. This focuses on respect for individuals; ensures harm is not inflicted; and gives people the right to participate in and withdraw from research. While signed consent will be established at the start of the process, we will consider processes of consent throughout the project, checking in with participants and giving them the option to withdraw from the research at any time.

For enabling participation, the primary barrier to participation relates to digital exclusion and having the broadband speed to enable participation. In terms of interviews, we can conduct research in community languages (which may be helpful to enable participation in the restaurant sector) and also offer telephone depths for businesses as required.

Avoidance of harm is one of more complex ethical issues of the study. Whilst we will adopt stringent processes not to put people at harm as a consequence of participating in the research, people will be discussing sensitive health conditions, and discussing moments of anxiety. We will moderate these discussions sensitively and will be able to signpost consumers to additional support should it be required. We also have safeguarding policies in place to protect children and vulnerable adults.

We will put in place a range of mechanisms to support the non-disclosure of identity. All data derived from the study will be anonymized and explored at a sub-group level. The use of videos for stimulus and wider dissemination purposes will only be done with the express permission of respondents and relate only to select parts of the footage.

Given the time constraints, we do not propose to submit the research for a formal ethical review, given we are not directly working with academics in the study. While we will be involving individuals with specific health conditions, the focus of the research is not to explore patients and users of the NHS, so we will not require HRA Approval.

We do however wish to adopt the highest ethical standards for the research and are happy to provide an Ethical Review document potentially for discussion with FSA external advisors – for instance, either a Working Group for this study or via the ACSS. We would welcome discussing this with the FSA. Failing this, we would be happy to contact a 2-3 academics to review the ethical considerations for the project. We have not formally explored this option but anticipate costs in the region of £2K which could be comfortably met within the budget for this study. These costs have not been included in fees.

C. DATA PROTECTION

Please identify any specific data protection issues for this project and how these will be managed. Please respond to any specific issues raised in the Specification document.
Please note that the successful Applicant will be expected to comply with the Data Protection Act (DPA) 1998 and ensure that any information collected, processed and transferred on behalf of the FSA, will be held and transferred securely.

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

- For the purposes of this study, the FSA will be the data controller and Basis the data processor. We have in place 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. Our robust procedures follow both MRS and ESOMAR research codes and guidelines[27,28] and promote the confidentiality, integrity, availability and resilience of our processing systems and services. We regularly test, assess and evaluate its effectiveness.

- As noted in the ethics section, we will limit the collection of personal data only to those items that are necessary to the research purpose and ensure they are not used in any manner incompatible with these purposes. We will highlight to participants all aspects of data collection across the process, both active and passive. We will obtain ongoing, active consent from every participant whose personal data are to be collected. Consent will be recorded and auditable.

- At the recruitment stage, sample, personal data, and sensitive data (e.g., health information, ethnicity) will be password-protected and securely transferred before being saved on our secure servers in accordance with ISO 20252. This information will be used for quota management and recruitment purposes only.

- At the primary research stage, personal (visual, audio) and behavioural data collection will be collected by Basis Social. The data will be password-protected and securely transferred before being saved on our secure servers in accordance with ISO 20252. The data from each client is housed in its own folder on the server separate from other clients, and each project by that client is also segregated into its own folder so there is no merging of data. We will restrict folder access so that only staff working on this project can access the folder.

- Quality procedures will be in place to ensure that all data collected is accurate, complete and up to date.

- While we will not collect data directly from children (e.g., via interview), passive data collection is possible for certain video ethnographic exercises. For the collection of such material, we will gain permission from the child's parent or legal guardian, as well as seek the child's written consent for children over 12 years.

- We comply with the rights of data subjects in respect of receiving privacy information, and access, rectification, deletion and portability of personal data. Personal data will be held no longer than is required for the project purposes, which will be defined with advice from the FSA. We will also have in place procedures for responding to requests from individuals about personal data we have collected, and will be able to do this within 10 days of any request.

- For data processing, all data will be anonymized and analyzed at aggregate level (with data classified into cohorts). We have procedures to separately store or remove identifiers from data records once they are no longer needed. We maintain records of personal data processing activities.

- Typically, to allow questions to be answered about how the research was conducted or about the results, including after the research project has been completed, primary records (completed questionnaire, data files, group recordings, etc.) and copies of the final versions of all project documents or other records (such as analysis programs) are retained as follows:
    - Primary records: at least 12 months after project completion
    - Other final versions of documents related to the research project: at least 24 months

[27] Esomar (2016). Data Protection checklist https://www.esomar.org/uploads/public/knowledge-and-standards/codes-and-guidelines/ESOMAR-Data-Protection-Checklist_update-April-2016.pdf;
[28] MRS (2019). Code of Conduct. https://www.mrs.org.uk/pdf/MRS-Code-of-Conduct-2019.pdf

- We are happy for aggregate and anonymized data to used in the public domain and would welcome discussion this with the Agency. For visual data such as video, if required as an output we can blur images of individuals.

Our preferred method of transferring sensitive data is via our SFTP. The SFTP server we use provides AES-256 bit server-side encryption on all data within the bucket. It protects data at rest. In order for anyone to connect to the SFTP server with the SFTP protocol, they have to enter an existing username and use the private key file stored on their computer. This key of course has to be copied and pasted into the server, which can only be done by our IT provider who has administrative access to AWS. Data protection in S3 (which holds the data) is backed by Amazon's SLA and is designed to provide 99.999% durability and availability. It's also is PCI-DSS and GDPR compliant, and HIPAA eligible. In this study, we will not transfer any personal data outside of the EU.

D. SUSTAINABILITY

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

As part of our commitment to the environment, Basis Social confirms that the company and its employees are committed to:

- Integrating the consideration of environmental concerns and impacts into all of its decision making and activities
- Promoting environmental awareness amongst employees and encouraging them to work in an environmentally responsible manner
- Training, educating, and informing employees about environmental issues that may affect their work
- Reducing waste through re-use and recycling, and by purchasing recycled, recyclable, or refurbished products and materials where these alternatives are available, economical, and suitable
- Promoting efficient use of materials and resources throughout the office including water, electricity, raw materials and other resources, particularly those that are non-renewable
- Purchasing and using environmentally responsible products accordingly
- Striving to continually improve our environmental performance and to minimise the social impact and damage of activities by periodically reviewing our environmental policy in light of our current and planned future activities

We also adopt a range of polices across our work, including safeguards around:

- Anti-slavery and human trafficking
- Equal opportunities
- Bullying, harassment and victimisation
- Labour standards
- Anti-bribery
- Whistleblowing
- Health and safety

We are happy to share any of the above documents.

Basis does not hold any Environmental Certification. We have environmental management systems in place to support waste disposal, carbon emission reduction and choice of suppliers and clients. Details are included in our attached Environmental Policy.

In terms of this research, we will minimize any environmental and wider social impact by:

- Conducting all research online, saving on travel emissions and preventing fieldwork risks associated with the transmission of COVID-19.
- Conducting client and team meetings virtually (if face-to-face meetings are preferred by the Agency and permitted e.g. presentations), we will cycle or walk to the offices in Petty France.
- Use digital rather than paper copies of research materials.
- Having an inclusive approach to recruitment and moderation, including the use of moderators who can speak community languages.

More generally, Basis Social is committed to working in partnership with new businesses, supporting other to develop skills, as well as increasing supply chain resilience. Since setting up in January, we are proud that over half of our revenues have gone to supporting other small businesses and charities, including those that support representation of marginalized groups, including those with protected characteristics and disabilities. Through this contract would be nurturing a supply chain of SMEs that will include Basis, Bright Harbour, Acumen and a range of associate researchers and recruiters based around the country.

Bright Harbour's sustainability policy is driven by the following principles (see supporting documents for details):

- To comply with, and exceed where practicable, all applicable legislation, regulations and codes of practice.
- To integrate sustainability considerations into all our business decisions.
- To ensure that all partners are fully aware of our Sustainability Policy and are committed to implementing and improving it.
- To minimise the impact on sustainability of all office and transportation activities.
- To make clients and suppliers aware of our Sustainability Policy, and encourage them to adopt sound sustainable management practices.
- To review and continually strive to improve our sustainability performance.

E. DISSEMINATION AND EXPLOITATION (Science Projects Only)

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

The applicant should describe plans for the dissemination of the results for the project team as a whole and for individual participants. Details should include anticipated numbers of publications in refereed journals, articles in trade journals etc., presentations or demonstrations to the scientific community, trade organisations and internal reports or publications. Plans to make any information and/or reports available on the internet with the FSA's permission are also useful, however, this does not remove the requirement for Tenderers to think how best to target the output to relevant groups.
If a final report is part of the requirement, please make sure, as part of the executive summary, that aims and results are clear to the general audience and that the impact of the research on public health/consumers and it's alignment to FSA priorities is clearly stated.

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

Please indicate whether any Intellectual Property (IP) may be generated by this project and how this could be exploited. Please be aware the FSA retains all rights to the intellectual property generated by any contract and where appropriate may exploit the IP generated for the benefit of public health.
In this part Applicants should demonstrate the credibility of the partnership for exploitation of the results and explain the partnership's policy in respect of securing patents or granting licenses for the technology (if applicable). It should deal with any possible agreements between the partners to extend their co-operation in the exploitation phase and with relevant agreements with companies, in particular users, external to the partnership

The main research outputs from this study are:

- A topline summary of initial research findings immediately following fieldwork completion.
- A draft report containing both the business and consumer PAL research findings with standalone summary.
- A finalised report containing both the business and consumer PAL research findings with standalone summary.
- A technical appendix detailing the PAL research approach and supporting technical information, including details of approaches used to analyse the data.

- A separate short report summarising findings related to NGCI statements and the research approach implemented for this.
- Details of respondents who agree to be re-contacted by the FSA for future research purposes, that can be linked back to key demographics or firmographics (e.g., for consumers – hypersensitivity, diagnosis, gender, age, socioeconomic status, region; and for businesses - business size, sector, region).
- A draft presentation slide deck for an internal FSA workshop on the research findings.
- Finalised presentation slide deck for an internal FSA workshop on the research findings.

As noted, will also provide:

- 2 x 5 min video capturing moments of PAL and NGCI used
- An excel providing an anonymised COM-B analysis of the factors influencing adoption of PAL by business; and the use of PAL and NGCI labels by consumers
- Outputs from a co-creation session for use in future intervention design and testing
- A blog post on methodological learnings from this project that will benefit the wider sector.

We are very happy to support the FSA's social science team to disseminate the findings across governmental networks, such as the government social research network, as well as external conferences. We are happy to support presentation at three such sessions pro bono.

The rights to any IP generated through the study would be owned by the Agency.

Annex 3 – Supplier's Financial Proposal

Will you charge the Agency VAT on this proposal?	Yes
Please state your VAT registration number:	752 3596 17

Project Costs Summary Breakdown by Participating Organisations
Please include only the cost to the FSA.

[redacted]

Total Project Costs (excluding VAT) **	**£ 110,988.50**

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

Project Costs

[redacted]

[redacted]

Total Project Costs	**£ 110,988.50**

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

Staff Costs Table

*This should reflect details entered in your technical application section 4C.
Please note that FSA is willing to accept pay rates based upon average pay costs. You will need to indicate where these have been used.

* Role or Position within the project	Participating Organisation	Daily Rate (£/Day)	* Daily Overhead Rate(£/Day)	Days to be spent on the project by all staff at this grade	**Total Cost (incl. overheads)**
[redacted]					

Consumable/Equipment Costs

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

Item	Quantity	Cost/Item(£)	**Total**
		£ -	**£ -**

Please provide, in the table below, estimates of other costs that do not fit within any other cost headings

Description and justification of the cost	Estimated Cost
[redacted]	

The Pricing Schedule

Proposed Project Start Date	27-Jul-2021	Amount				
Invoice Due Date	Description as to which deliverables this invoice will refer to)	*Net	** VAT Code	§ Duration from start of project (Weeks)	§ Duration from start of project (Date)	Financial Year
[redacted]						
Total	£ 110,988.50					

Summary of Payments

	Year 1		
Financial	2021-22	Retention	Total
Total Amount	[redacted]	[redacted]	£ 110,988.50

Short form Terms

1. Definitions used in the Contract

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

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

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

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

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

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

2. Understanding the Contract

In the Contract, unless the context otherwise requires:

2.1 references to numbered clauses are references to the relevant clause in these terms and conditions;

2.2 any obligation on any Party not to do or omit to do anything shall include an obligation not to allow that thing to be done or omitted to be done;

2.3 the headings in this Contract are for information only and do not affect the interpretation of the Contract;

2.4 references to "writing" include printing, display on a screen and electronic transmission and other modes of representing or reproducing words in a visible form;

2.5 the singular includes the plural and vice versa;

2.6 a reference to any law includes a reference to that law as amended, extended, consolidated or re-enacted from time to time and to any legislation or byelaw made under that law; and

2.7 the word ‘including’, "for example" and similar words shall be understood as if they were immediately followed by the words "without limitation".

3. How the Contract works

3.1 The Order Form is an offer by the Buyer to purchase the Deliverables subject to and in accordance with the terms and conditions of the Contract.

3.2 The Supplier is deemed to accept the offer in the Order Form when the Buyer receives a copy of the Order Form signed by the Supplier.

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

4. What needs to be delivered

4.1 All Deliverables

(a) The Supplier must provide Deliverables: (i) in accordance with the Specification; (ii) to a professional standard; (iii) using reasonable skill and care; (iv) using Good Industry Practice; (v) using its own policies, processes and internal quality control measures as long as they don't conflict with the Contract; (vi) on the dates agreed; and (vii) that comply with all law.

(b) The Supplier must provide Deliverables with a warranty of at least 90 days (or longer where the Supplier offers a longer warranty period to its Buyers) from Delivery against all obvious defects.

4.2 Goods clauses – Not Used

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.

(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

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

Procurement Use Only (confirm contract allows for requested variation) Variation Request No: Variation Request Approved by: Date of Approval:
On full approval of this Request for Variation, Procurement will produce a Variation Form for agreement and approval by both parties to append to the Agreement / Contract.

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: . . . . .