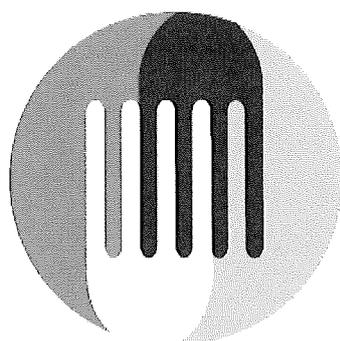


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Standards  
Agency**  
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**CONTRACT FOR THE PROVISION OF:**

**A critical literature review to assess the significance of intervention methods to reduce the microbiological load on beef through primary production.**

**Reference Number: FS301044**

This document forms the contract for the Services between;

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

and

**University of Liverpool (“Supplier”), Foundation Building, 765 Brownlow Hill, Liverpool LS69 7ZX**

to be effective from 1<sup>st</sup> July 2018 until 31<sup>st</sup> December 2018, unless varied by extension.

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**CONTRACT SCHEDULES**

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**CONTRACT**

**WHEREAS**

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

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

**CROWN REPRESENTATIVES**

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

**IT IS AGREED AS FOLLOWS:**

**1. TERMS and CONDITIONS**

- 1.1 As used in this Contract:
- a) the terms and expressions set out in Schedule 1 shall have the meanings set out therein;
  - b) the masculine includes the feminine and the neuter;
  - c) the singular includes the plural and vice versa; and
  - d) the words “include”, “includes” and “including” are to be construed as if they were immediately followed by the words “without limitation”.
- 1.2. A reference to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended by any subsequent statute, enactment, order, regulation or instrument or as contained in any subsequent re-enactment thereof.
- 1.3. A reference to any document other than as specified in Clause 1.2 shall be construed as a reference to the document as at the date of execution of this Contract.
- 1.4. Headings are included in this Contract for ease of reference only and shall not affect the interpretation or construction of this Contract.

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- 1.5. References to "Clauses" and "Schedules" are, unless otherwise provided, references to the Clauses of and Schedules to this Contract.
- 1.6. Terms or expressions contained in this Contract which are capitalised but which do not have an interpretation in Schedule 1 shall be interpreted in accordance with the common interpretation within the legal services market where appropriate. Otherwise they shall be interpreted in accordance with the dictionary meaning.
- 1.7. In the event and to the extent only of any conflict or inconsistency in the provisions of the Clauses of this Contract and the provisions of the Schedules, the following order of precedence shall prevail:
  - a) the duly authorised Client Purchase Order;
  - b) the Schedules; and
  - c) this Contract

**2. THE SERVICES**

- 2.1. This Contract shall govern the overall relationship of the Supplier and the Client with respect to the provision of the Ordered Services.
- 2.2. The Supplier shall provide the Ordered Services and meet its responsibilities and obligations hereunder in accordance with the provisions of Schedule 2 (Ordered Services) and Schedule 3 (Specific Obligations).
- 2.3. Notwithstanding clause 2.1, the Supplier shall perform the Ordered Services to the agreed satisfaction of the Client's Representative.
- 2.4. The Supplier shall notify the Client as soon as it becomes aware of an event occurring or which it believes is likely to occur which will cause material delay to or materially impede the performance of any Ordered Services or any part thereof and the Supplier shall take all necessary steps consistent with good practice to obviate and/or minimise the delay to the Client.
- 2.5. In the event that the Supplier fails due to its Default to fulfill an obligation by the date specified in any Purchase Order for such fulfillment, the Supplier shall, at the request of the Client and without prejudice to the Client's other rights and remedies, arrange all such additional resources as are necessary to either obviate the delay or to fulfill the said obligation as early as practicable thereafter, at no additional charge to the Client.
- 2.6. In the event that any obligation of the Supplier specified in the Contract is delayed as a result of a Default by the Client, then:

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- a) The date associated with the relevant obligation(s) as specified in the Purchase Order (and the dates similarly associated with any subsequent obligations specified in the Purchase Order) shall be amended by a period of time equal to the period of such Client Default (or such other period as the parties agree in writing); and
  - b) Both parties shall use all reasonable endeavors to obviate and/or mitigate the impact of such delay and to recover any resultant delay to the performance of the Ordered Services.
- 2.7. Nothing in this document, or any Purchase Order, shall have the effect of making the Supplier or any of the Supplier's other employees or agents, the employee of the Client.
- 2.8. Nothing in this document or any Purchase Order shall constitute the parties as partners of each other.

**3. STANDARDS AND REGULATIONS**

- 3.1. The Supplier shall at all times comply with the Health and Safety provisions, security requirements and personal conduct obligations, of any premises visited and shall exercise all due care and attention when visiting such premises.
- 3.2. The Supplier shall comply with all applicable national and local laws and regulations (including Data Protection Requirements) and obtain and maintain at its own cost throughout the duration of the Contract all the consents (including Data Protection Requirements), licences, permits and approvals which are necessary for the Supplier to perform its duties under this Contract and to enable the provision of the Ordered Services.
- 3.3. Without prejudice to the provisions of Clause 3.2, the Supplier shall ensure that he/she does not work in excess of the working time limits specified in the Working Time Regulations 1998. The Supplier shall maintain appropriate records regarding their working hours. Without prejudice to the obligations under this Clause 3.3, the Supplier shall make available to the Client any information of which it is aware concerning appointments held by an individual concurrently with the obligations of this Contract.
- 3.4. The Supplier shall be responsible for the administration and deduction of any income tax and national insurance in respect of payments made to such individuals, including in respect of any obligations under the Pay As You Earn system. The Supplier will, or procure that its Sub-Suppliers will, account to the appropriate authorities for any income tax, national insurance (if any), VAT and all other liabilities, charges and duties arising out of any payment made to the Supplier under any Purchase Order. The Supplier will indemnify and keep indemnified the Client against any income tax, national insurance (if any), VAT or any other tax liability including any interest, penalties or costs incurred in connection with the same which may at any time be levied, demanded or assessed on the Client by any statutory Agency in respect of payments made to the Supplier.

- 3.5. Nothing in this Contract shall be construed or have effect as constituting any relationship of employer and employee between the Client and the Supplier or its Sub-Suppliers. The Supplier shall indemnify and keep indemnified the Client, its officers, employees and agents against all actions, claims, demands, reasonable costs, charges and reasonable expenses incurred by or made against the Client, its officers, employees or agents arising out of or in connection with any services provided under any Purchase Order asserting that they are an employee of the Client or otherwise alleging any breach of any employment related legislation except where such claim arises as a result of any breach of obligations (whether contractual, statutory, at common law or otherwise).

#### 4. MATERIAL BREACH

- 4.1. If the Supplier: -

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

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

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

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

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

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

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

#### 5. NON-SOLICITATION

The parties agree that during the term of the appointment as described in any Purchase Order and for a period of twelve (12) months thereafter, they will not, whether directly or indirectly, solicit with a view to offering employment the other party and/or its employees or consultants. In the event that either party breaches this Clause, the defaulting party shall pay to the affected party all unavoidable and

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reasonable costs incurred by the affected party including but not limited to a sum equal to the gross salary of the employee or the consultant due under any relevant notice. This Clause shall not restrict either party from appointing any person, whether employee or consultant of the other or not, who has applied in response to an advertisement properly and publicly placed in the normal course of business.

## 6. PARTIES RESPONSIBILITIES & OBLIGATIONS

The responsibilities for the Parties are set out in Schedule 2 and Schedule 3

## 7. CHARGES FOR ORDERED SERVICES

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

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

- a) the Supplier has incurred expenditure for goods or services from a third-party provider in respect of which the Supplier is entitled to reimbursement by the Client under the Contract; and
  - b) the third-party provider with whom the expenditure has been incurred has charged the Supplier UK VAT on the price of the relevant goods or services;
- 7.7. Interest shall be payable on any late payments under the Contract in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.

- 7.8. The Supplier shall follow the Purchase Order and Invoice process as set out in Schedule 5. All invoices must reference the duly authorised Purchase Order number. Any invoices which do not reference the Purchase Order number shall be returned as unacceptable.
- 7.9. The Supplier shall continuously indemnify the Client against any liability, including any interest, penalties or reasonable costs incurred which is levied, demanded or assessed on the Client at any time in respect of the Supplier's failure to account for or to pay any Value Added Tax relating to payments made to the Supplier under this Contract. Any amounts due under this Clause 7.8 shall be paid in cleared funds by the Supplier to the relevant Agency not less than five (5) Working Days before the date upon which the tax or other liability is payable by the Client.
- 7.10. The Supplier shall accept the Government Procurement Card (GPC) as a means of payment for Ordered Services where GPC is agreed with the Client to be a suitable means of payment.
- 7.11. The Supplier shall accept payment electronically via the Banks Automated Clearing Service (BACS).

7.12. Euro

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

7.13. Efficiency

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

**8. AMENDMENTS and VARIATIONS TO THIS CONTRACT**

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

## 9. COMMUNICATIONS

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

## 10. TERM AND TERMINATION

- 10.1. This Contract shall take effect from the agreed start date and shall terminate when all requirements are satisfied.
- 10.2. The contract shall be subject to termination for convenience by either party subject to three months notice.
- 10.3. The Client may at any time by notice in writing terminate any Purchase Order, or a part thereof, at 20 days notice without charge. Terminations at less than 20 days notice shall be subject to the Supplier's standard terms and conditions

## 11. CONSEQUENCES OF TERMINATION AND EXPIRY

- 11.1. In the event of termination in accordance with Clauses 10.2 or 10.3 the Client shall reimburse the Supplier any Charges incurred prior to termination which are wholly, reasonably and properly chargeable by the Supplier in connection with the Contract. The Client shall not be liable to pay any severance payment or compensation to the Supplier for loss of profits suffered as a result of the termination. Determination of such Charges shall be on a *quantum meruit* basis.
- 11.2. Termination, or partial termination, or expiry in accordance with Clause 10 shall not prejudice or affect any right of action or remedy that shall have accrued or shall thereafter accrue to either party.
- 11.3. In the event of termination of the Contract for any reason:
  - a) the Supplier shall return to the Client all Client Property and all Client Data and other items belonging to the Client in its possession;
  - b) subject to the payment of the appropriate portion for work completed, the Supplier shall provide the Client with a copy of all work undertaken to date (whether completed or not). and
  - c) Upon expiry or termination for any reason, the Supplier shall render reasonable assistance to the Client (and any third parties appointed by the Client) if requested, to the extent necessary to effect an orderly cessation of the Services.

## 12. WARRANTIES AND REPRESENTATIONS

12.1. The Supplier warrants and represents that:

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

**13. LIMITATION OF LIABILITY**

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

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

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

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

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

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

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

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

resulting directly from the Default of the other party.

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

#### **14. DATA PROTECTION**

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

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- 14.2. The Supplier shall be liable for and shall indemnify (and keep indemnified) the Client against each and every action, proceeding, liability, reasonable cost, claim, loss, reasonable expense (including reasonable legal fees and disbursements on a solicitor and Agency basis) and demand incurred by the Client which arise directly or in connection with the Supplier's data processing activities under this Contract, including without limitation those arising out of any third party demand, claim or action, or any breach of contract, negligence, fraud, willful misconduct, breach of statutory duty or non-compliance with any part of the Data Protection Requirements by the Supplier or its employees, servants, agents or Sub-Suppliers.
- 14.3 The Parties acknowledge that for the purposes of the Data Protection Legislation, the Client is the Controller and the Supplier is the Processor. The only processing that the Supplier is authorised to do is listed in Schedule 12 by the Client and may not be determined by the Supplier.
- 14.4 The Supplier shall notify the Client immediately if it considers that any of the Client's instructions infringe the Data Protection Legislation.
- 14.5 The Supplier shall provide all reasonable assistance to the Client in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Client, include:
- (a) a systematic description of the envisaged processing operations and the purpose of the processing;
  - (b) an assessment of the necessity and proportionality of the processing operations in relation to the Services;
  - (c) an assessment of the risks to the rights and freedoms of Data Subjects; and
  - (d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
- 14.6 The Supplier shall, in relation to any Personal Data processed in connection with its obligations under this Agreement:
- (a) process that Personal Data only in accordance with Schedule 12, unless the Supplier is required to do otherwise by Law. If it is so required the Supplier shall promptly notify the Client before processing the Personal Data unless prohibited by Law;
  - (b) ensure that it has in place Protective Measures, which have been reviewed and approved by the Client as appropriate to protect against a Data Loss Event having taken account of the:
    - (i) nature of the data to be protected;
    - (ii) harm that might result from a Data Loss Event;

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- (iii) state of technological development; and
  - (iv) cost of implementing any measures;
- (c) ensure that :
- (i) the Supplier Personnel do not process Personal Data except in accordance with this Agreement (and in particular Schedule 12);
  - (ii) it takes all reasonable steps to ensure the reliability and integrity of any Supplier Personnel 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;
    - (B) are subject to appropriate confidentiality undertakings with the Supplier or any Sub-processor;
    - (C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third Party unless directed in writing to do so by the Client or as otherwise permitted by this Agreement; and
    - (D) have undergone adequate training in the use, care, protection and handling of Personal Data; and
- (d) not transfer Personal Data outside of the EU unless the prior written consent of the Client has been obtained and the following conditions are fulfilled:
- (v) the Client or the Supplier has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Client;
  - (vi) the Data Subject has enforceable rights and effective legal remedies;
  - (vii) the Supplier complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Client in meeting its obligations); and
  - (viii) the Supplier complies with any reasonable instructions notified to it in advance by the Client with respect to the processing of the Personal Data;
- (e) at the written direction of the Client, delete or return Personal Data (and any copies of it) to the Client on termination of the Agreement unless the Supplier is required by Law to retain the Personal Data.

14.7 Subject to clause 1.6, the Supplier shall notify the Client immediately if it:

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- (a) receives a Data Subject Access Request (or purported Data Subject Access Request);
- (b) receives a request to rectify, block or erase any Personal Data;
- (c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
- (d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Agreement;
- (e) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
- (f) becomes aware of a Data Loss Event.

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

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

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

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

- (a) the Client determines that the processing is not occasional;
- (b) the Client determines the processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10

of the GDPR; and

- (c) the Client determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.

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

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

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

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

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

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

14.16 The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Client may on not less than 30 Working Days' notice to the Supplier amend this agreement to ensure that it complies with any guidance issued by the Information Commissioner's Office.

## **15. INTELLECTUAL PROPERTY RIGHTS**

15.1. Save as granted under this Contract, neither the Client nor the Supplier shall acquire any right, title or interest in the other's Pre-Existing Intellectual Property Rights respectively save that each party hereby grants a license to the other party to use its Pre-Existing Intellectual Property Rights to the extent necessary to perform its obligations under this Contract.

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- 15.2. All Intellectual Property Rights that are created by the Supplier in the provision of the Services to the Client shall be proprietary to and owned by the Client and the Supplier shall enter into such documentation and perform such acts as the Client shall request to properly vest such Intellectual Property Rights in the Client. Accordingly the Supplier hereby assigns (by way of present assignment of future intellectual property rights) all such Intellectual Property Rights.
- 15.3. The Supplier shall procure that the provision of the Ordered Services shall not infringe any Intellectual Property Rights of any third party.
- 15.4. The Supplier shall indemnify the Client against all claims, demands, actions, costs, expenses (including legal costs and disbursements on a solicitor and Agency basis), losses and damages arising from or incurred by reason of any infringement or alleged infringement (including the defence of such alleged infringement) of any Intellectual Property Right in connection with the provision of the Ordered Services, except to the extent that such liabilities have resulted directly from the Client failure properly to observe its obligations under this Clause 15.
- 15.5. Each of the parties shall notify the other if it receives notice of any claim or potential claim relating to the other party's Pre-Existing Intellectual Property Rights

**16. CONFIDENTIALITY**

- 16.1. Without prejudice to the application of the Official Secrets Acts 1911 to 1989 to any Confidential Information, the Client and the Supplier acknowledge that any Confidential Information originating from:
- a) the Client, its servants or agents is the property of the Client; and
  - b) the Supplier, its employees, servants or agents is the property of the Supplier.
- 16.2. The Supplier and the Client shall procure that:
- a) any person employed or engaged by them (in connection with this Contract in the course of such employment or engagement) shall only use Confidential Information for the purposes of this Contract;
  - b) any person employed or engaged by them in connection with this Contract shall not, in the course of such employment or engagement, disclose any Confidential Information to any third party without the prior written consent of the other party;
  - c) they shall take all necessary precautions to ensure that all Confidential Information is treated as confidential and not disclosed (save as aforesaid) or used other than for the purposes of this Contract by their employees, servants, agents or Sub-Suppliers; and

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- d) without prejudice to the generality of the foregoing neither the Client nor the Supplier nor any person engaged by them whether as a servant or a consultant or otherwise shall use the Confidential Information for the solicitation of business from the other or from any third party.

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

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

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

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

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

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

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

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

## 17. PUBLICITY

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

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

## 18. DISPUTE RESOLUTION

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

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

- a) breach or threatened breach of confidentiality;
- b) infringement or threatened infringement of its Intellectual Property Rights;  
or

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

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

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

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

**19. INSURANCE**

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

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

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

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

**20. RECOVERY OF SUMS DUE**

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

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

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

## **21. STATUTORY REQUIREMENTS**

- 21.1. The Supplier shall notify the Client of all statutory provisions and approved safety standards applicable to the Ordered Services and their provision and shall be responsible for obtaining all licenses, consents or permits required for the performance of this Contract.
- 21.2. The Supplier shall inform the Client if the Ordered Services are hazardous to health or safety and of the precautions that should be taken in respect thereto.
- 21.3. The Supplier shall, and shall ensure that its personnel, agents and Sub-Suppliers, take all measures necessary to comply with the requirements of the Health and Safety at Work etc. Act 1974 and any other acts, orders, regulations and codes of practice relating to health and safety, which may apply to those involved in the performance of this Contract.

## **22. STATUTORY INVALIDITY**

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

## **23. ENVIRONMENTAL REQUIREMENTS**

- 23.1. The Supplier shall comply in all material respects with all applicable environmental laws and regulations in force from time to time in relation to the Services. Without prejudice to the generality of the foregoing, the Supplier shall promptly provide all such information regarding the environmental impact of the Services as may reasonably be requested by the Client.
- 23.2. The Supplier shall meet all reasonable requests by the Client for information evidencing compliance with the provisions of this Clause 23 by the Supplier.

## **24. DISCRIMINATION**

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

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

**25. SUPPLIER'S SUITABILITY**

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

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

**26. OFFICIAL SECRETS ACTS**

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

**27. CORRUPT GIFTS AND PAYMENTS OF COMMISSION**

27.1. The Supplier shall not:

- a) offer or give or agree to give any person in Her Majesty's Service any gift or consideration of any kind as an inducement or reward for doing, forbearing to do, or for having done or forborne to do any act in relation to the obtaining or execution of this Contract or any other contract for Her Majesty's Service or for showing favour or disfavour to any person in relation to this or any other contract for Her Majesty's Service;

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- b) enter into this Contract or any other contract with a person in Her Majesty's Service in connection with which commission has been paid or agreed to be paid by him or on his behalf, or to his knowledge, unless before this Contract are accepted, made particulars of any such commission and of the terms and conditions of any agreement for the payment thereof have been disclosed in writing to the Client.

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

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

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

- a. Corruptly offers, gives or agrees to give to anyone any inducement or reward in respect of this Contract; or
- b. Commits an offence under the Bribery Act 2010.

## **28. TRANSFER AND SUB-CONTRACTING**

28.1. Sub-contracting will be allowed, subject to written authorisation from the Client.

28.2. The Client shall be entitled to nominate sub-Suppliers at its discretion.

28.3. The Supplier shall be entitled to Sub-Contract its obligations under this Contract, or any resultant Purchase Order, solely with the express permission of the Client Representative; such permission shall not be unreasonably withheld.

28.4. Any sub-contract must allow for full disclosure under 'transparency' requirements.

28.5. The Client shall be entitled to assign or otherwise dispose of its rights and obligations under this Contract and/or any relevant Purchase Order to any other body (including any private sector body) which substantially performs any of the functions that previously had been performed by the Client.

## **29. RIGHTS OF THIRD PARTIES**

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

### 30. CLIENT PROPERTY

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

### 31. SEVERABILITY

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

### 32. FREEDOM OF INFORMATION

- 32.1. The Supplier acknowledges that the Client is subject to the requirements of the Code of Practice on Government Information, FOIA and the Environmental Information Regulations and shall assist and cooperate with the Client to enable the Client to comply with its Information disclosure obligations.
- 32.2. The Supplier shall, and shall procure that its Sub-Suppliers shall:
- transfer to the Client all Requests for Information that it receives as soon as practicable and in any event within two Working Days of receiving a Request for Information;

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

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

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

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

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

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

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

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

**33. FORCE MAJEURE**

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

**34. LEGISLATIVE CHANGE**

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

**35. CONFLICTS OF INTEREST**

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

**36. ASSIGNED STAFF**

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

**37. INVESTIGATIONS**

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

### **38. STATUTORY AUDITORS' ACCESS**

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

### **39. ELECTRONIC INSTRUCTION**

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

### **40. WAIVER**

40.1. The failure of the Supplier or the Client to insist upon strict performance of any provision of this Contract or to exercise any right or remedy to which it is entitled hereunder, shall not constitute a waiver thereof and shall not cause a diminution of the obligations established by this Contract.

40.2. A waiver of any default shall not constitute a waiver of any other default.

40.3. No waiver of any of the provisions of this Contract shall be effective unless it is expressed to be a waiver communicated by notice, in accordance with the provisions of Clause 9.

### **41. LAW AND JURISDICTION**

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

### **42. TRANSPARENCY**

42.1. The Parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of these Terms and Conditions and any Purchase Order is not Confidential Information.

42.2. The Client shall be responsible for determining in its absolute discretion whether any content of any Purchase Order is exempt from disclosure in accordance with the provisions of the FOIA. Notwithstanding any other term of these Terms and Conditions, the Supplier gives his consent for the Client to publish any Contract or Purchase Order in its entirety, (but with any information which is exempt from disclosure in accordance with the provisions of the FOIA redacted), to the general public.

42.3. The Client may consult with the Supplier to inform its decision regarding any redactions but the Client shall have the final decision in its absolute discretion.

### 43. SECURITY PROVISIONS

#### Supplier Personnel – Staffing Security

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

[https://www.gov.uk/government/uploads/system/uploads/attachment\\_data/file/200551/HMG\\_Baseline\\_Personnel\\_Security\\_Standard\\_V3\\_2\\_Apr-2013.pdf](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/200551/HMG_Baseline_Personnel_Security_Standard_V3_2_Apr-2013.pdf)

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

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

#### Baseline Standard

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

#### Enhanced Baseline Standard

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

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

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

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

43.6 Verification of identity is essential before any individual can begin working on the Client's premises or have access to assets/documents as described above. Before a contract is awarded Suppliers and their staff who will work on the Client's premises or have access to assets/documents as described above will be asked to provide the following:

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

43.7 Client Data

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

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

- 43.9 The Supplier shall take responsibility for preserving the integrity of Client Data and preventing the corruption or loss of Client Data.
- 43.10 The Supplier shall perform secure back-ups of all Client Data and shall ensure that up-to-date back-ups are stored off-site in accordance with the Business Continuity and Disaster Recovery Plan. The Supplier shall ensure that such back-ups are available to the Client at all times upon request and are delivered to the Client at no less than monthly intervals.
- 43.11 The Supplier shall ensure that any system on which the Supplier holds any Client Data, including back-up data, is a secure system that complies with the Security Policy.
- 43.12 If the Client Data is corrupted, lost or sufficiently degraded as a result of the Supplier's Default so as to be unusable, the Client may:
- require the Supplier (at the Supplier's expense) to restore or procure the restoration of Client Data to the extent and in accordance with the requirements specified in herein and the Supplier shall do so as soon as practicable but not later than two working days; and/or
  - itself restore or procure the restoration of Client Data, and shall be repaid by the Supplier any reasonable expenses incurred in doing so to the extent and in accordance with the requirements specified herein
- 43.13 If at any time the Supplier suspects or has reason to believe that Client Data has or may become corrupted, lost or sufficiently degraded in any way for any reason, then the Supplier shall notify the Client immediately and inform the Client of the remedial action the Supplier proposes to take.

#### **Protection of Personal Data**

- 43.14 With respect to the parties' rights and obligations under this Contract, the parties agree that the Client is the Data Controller and that the Supplier is the Data Processor. The Supplier shall:
- process the Personal Data only in accordance with instructions from the Client (which may be specific instructions or instructions of a general nature as set out in this Contract or as otherwise notified by the Client to the Supplier during the Term);
  - process the Personal Data only to the extent, and in such manner, as is necessary for the provision of the Services or as is required by Law or any Regulatory Body;

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- implement appropriate technical and organisational measures to protect the Personal Data against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure. These measures shall be appropriate to the harm which might result from any unauthorised or unlawful Processing, accidental loss, destruction or damage to the Personal Data and having regard to the nature of the Personal Data which is to be protected;
- take reasonable steps to ensure the reliability of any Supplier Personnel who have access to the Personal Data;
- obtain prior written consent from the Client in order to transfer the Personal Data to any Sub-suppliers or Affiliates for the provision of the Services;
- ensure that all Supplier Personnel required to access the Personal Data are informed of the confidential nature of the Personal Data and comply with the obligations set out in this clause 43;
- ensure that none of Supplier Personnel publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Client;
- notify the Client (within five Working Days) if it receives:
  - a request from a Data Subject to have access to that person's Personal Data;
  - or
  - a complaint or request relating to the Client's obligations under the Data Protection Legislation;
- provide the Client with full cooperation and assistance in relation to any complaint or request made, including by:
  - providing the Client with full details of the complaint or request;
  - complying with a data access request within the relevant timescales set out in the Data Protection Legislation and in accordance with the Client's instructions;
  - providing the Client with any Personal Data it holds in relation to a Data Subject (within the timescales required by the Client); and
  - providing the Client with any information requested by the Client;
- permit the Client or the Client Representative (subject to reasonable and appropriate confidentiality undertakings), to inspect and audit, in accordance with clause 38 (Audits), the Supplier's data Processing activities (and/or those of its agents, subsidiaries and Sub-suppliers) and comply with all reasonable requests or directions by the Client to enable the Client to verify and/or procure that the Supplier is in full compliance with its obligations under this Contract;
- provide a written description of the technical and organisational methods employed by the Supplier for processing Personal Data (within the timescales required by the Client); and
- not Process Personal Data outside the European Economic Area without the prior written consent of the Client and, where the Client consents to a transfer, to comply with:
  - the obligations of a Data Controller under the Eighth Data Protection Principle set out in Schedule 1 of the Data Protection Act 1998 by providing an adequate level of protection to any Personal Data that is transferred; and

o any reasonable instructions notified to it by the Client.

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

**Confidentiality**

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

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

43.17 Clause 43.13 shall not apply to the extent that:

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

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

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

43.20 At the written request of the Client, the Supplier shall procure that those members of the Supplier Personnel identified in the Client's notice signs a confidentiality undertaking prior to commencing any work in accordance with this Contract.

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43.21 Nothing in this Contract shall prevent the Client from disclosing the Supplier's Confidential Information:

- to other Crown Bodies or other Contracting Authorities on the basis that the information is confidential and is not to be disclosed to a third party which is not part of any Crown Body or any Contracting Agency;
- to any consultant, supplier or other person engaged by the Client or any person conducting an Office of Government Commerce gateway review;
  - for the purpose of the examination and certification of the Client's accounts;
  - or
  - for any examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Client has used its resources.

43.22 The Client shall use all reasonable endeavours to ensure that any government department, Contracting Agency, employee, third party or Sub-Supplier to whom the Supplier's Confidential Information is disclosed pursuant to clause 43 is made aware of the Client's obligations of confidentiality.

43.23 Nothing in this clause 43 shall prevent either party from using any techniques, ideas or know-how gained during the performance of the Contract in the course of its normal business to the extent that this use does not result in a disclosure of the other party's Confidential Information or an infringement of IPR.

### **Security Requirements**

43.24 The Supplier shall comply, and shall procure the compliance of the Supplier Personnel, with the Security Policy (see Table of Policies – See Annex D) and the Supplier shall ensure that the Security Plan produced by the Supplier fully complies with the Security Policy.

43.25 The Client shall notify the Supplier of any changes or proposed changes to the Security Policy.

43.26 If the Supplier believes that a change or proposed change to the Security Policy will have a material and unavoidable cost implication to the Services it may submit a Change Request. In doing so, the Supplier must support its request by providing evidence of the cause of any increased costs and the steps that it has taken to mitigate those costs. Any change to the Charges shall then be agreed in accordance with the Change Control Procedure.

43.27 Until and/or unless a change to the Charges is agreed by the Client pursuant to clause 43 the Supplier shall continue to perform the Services in accordance with its existing obligations.

### **Malicious Software**

43.28 The Supplier shall, as an enduring obligation throughout the Term, use the latest versions of anti-virus definitions available from an industry accepted anti-virus

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software vendor to check for and delete Malicious Software from the ICT Environment.

43.29 Notwithstanding clause 43, if Malicious Software is found, the parties shall cooperate to reduce the effect of the Malicious Software and, particularly if Malicious Software causes loss of operational efficiency or loss or corruption of Client Data, assist each other to mitigate any losses and to restore the Services to their desired operating efficiency.

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

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

**Warranties**

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

**44. ACCEPTANCE TESTING IS NOT APPLICABLE**

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

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

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any such charges must be approved by the Client in advance. The Supplier shall immediately notify the Client Representative in the event of any deemed acceptance under this clause 44.

- 44.3. If, in the reasonable opinion of the Client, the Deliverables meet all of the Acceptance Criteria, the Deliverables shall have passed their Acceptance Tests. Unless there is deemed acceptance of the Deliverables in accordance with clause 44.2, the only evidence of such acceptance shall be an acceptance certificate in a form acceptable to both parties. The Client shall notify the Supplier within ten (10) Business Days of completion of the Acceptance Tests whether or not the Deliverables have passed their Acceptance Tests.
- 44.4. If the Deliverables do not pass their Acceptance Tests, the Client shall provide the Supplier with written reasons for such failure. Except where the Acceptance Test Due Date has passed or passes prior to the Deliverables passing their Acceptance Tests (in which case clause 44.5 shall apply), the Supplier shall be given the opportunity to correct any errors in the Deliverables and resubmit them for Acceptance Testing in accordance with this clause 44. In such circumstances, this clause 43.4 shall also apply to such resubmission.
- 44.5. If the Deliverables have not passed their Acceptance Tests or are not deemed under clause 44.2 to have passed their Acceptance Tests by the Acceptance Test Due Date, the Client shall, at its sole option, have the following rights, save that if the Supplier can demonstrate to the Client's reasonable satisfaction that the delay is solely due to a breach by the Client of its obligations under this Contract, the Acceptance Test Due Date shall be extended by one (1) day in respect of each day of such delay:
- a) without prejudice to the Client's other rights and remedies, to accept by written notice such part of the Deliverables as the Client specifies in which case the Client, shall pay such amount to the Supplier as the Client reasonably believes reflects a fair and reasonable proportion of the Charges and the Client shall, at its sole option, elect in such notice whether the Supplier should no longer be required to provide the Services in respect of such Deliverables that are not so accepted; or
  - b) to extend the Acceptance Test Due Date for such period as the Client may specify, in which case (but only if) the Acceptance Test Due Date is specified to be a Final Acceptance Test Due Date; or
  - c) without prejudice to the Client's other rights and remedies, to terminate the appropriate Purchase Order without any cost and liability whatsoever, in which event the Client shall obtain a full refund from the Supplier of all Charges paid to the Supplier under the relevant Purchase Order.
- 44.6. If the Deliverables have not passed their Acceptance Tests by the date 10 (ten) Business Days (or such other period as may be agreed in the Purchase Order) after the Acceptance Test Due Date, the Client shall, at its sole option, have the

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right, without prejudice to the Client's other rights and remedies, to terminate the Purchase Order without any cost and liability whatsoever, in which event the Client shall obtain a full refund from the Supplier of all Charges paid to the Supplier for the respective Deliverable or if agreed in a Purchase Order, a Milestone, save that if the Supplier can demonstrate to the Client's reasonable satisfaction that the delay is solely due to a breach by the Client of its obligations under this Contract or the applicable Purchase Order, the Acceptance Test Due Date shall be extended by one (1) day in respect of each day of such delay.

44.7. In the event that the Client extends the Acceptance Test Due Date pursuant to clause 44.5(b) and the Deliverables have not passed their Acceptance Test by such extended Acceptance Test Due Date, clause 44.6 shall apply.

44.8. If, without the Supplier's consent, the Client puts a Deliverable into the production environment before that Deliverable has passed its Acceptance Tests, the Supplier shall not be liable for any loss and damage caused by errors in such Deliverable which arise prior to the date upon which that Deliverable has passed, or is deemed to have passed, its Acceptance Tests. For the avoidance of doubt, this clause 44.8 shall not give any relief to the Supplier in respect of loss and damage caused after the date upon which such Deliverable passes its Acceptance Tests.

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

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

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

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

**45. EXIT MANAGEMENT**

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

- 45.1. On receipt of notice to terminate this Contract or a Purchase Order or expiration of this Contract or a Purchase Order, however and whenever occurring, the Parties shall comply with the Exit Management Requirements as may be set out in any appropriate Purchase Order.
- 45.2. During the Exit Period the Charges shall continue to apply, even where the Exit Period continues after the expiry of the Term.
- 45.3. In order to facilitate the Exit Management Requirements, the Supplier shall, if requested by the Client to do so, extend the Term of this Contract or a Purchase Order.
- 45.4. No right or licence is granted to either Party or their advisers in relation to any Confidential Information except as expressly set out in this Contract.

**46. ENTIRE AGREEMENT**

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

- 46.1. Neither the Client nor the Supplier has relied upon any representation or promise except as expressly set out in this Contract.
- 46.2. Both the Client and the Supplier unconditionally waives any rights it may have to claim damages against the other on the basis of any statement made by the other (whether made carelessly or not) not set out or referred to in this Contract (or for breach of any warranty given by the other not so set out or referred to) unless such statement or warranty was made or given fraudulently.
- 46.3. Both the Client and the Supplier unconditionally waives any rights it may have to seek to rescind this Contract on the basis of any statement made by the other (whether made carelessly or not) whether or not such statement is set out or referred to in this Contract unless such statement was made fraudulently.

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

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

By .....  .....

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Name...  .....

Title...  .....

Date .....  .....

Signed for and on behalf of University of Liverpool:-

  
By.....

Name..... 

Title.....

Date.....  .....

**SCHEDULE 1**

**INTERPRETATIONS**

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

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

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

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<b>Law</b>	means any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the Supplier is bound to comply.
<b>LED</b>	Law Enforcement Directive (Directive (EU) 2016/680)
<b>Mediator</b>	has the meaning ascribed to it in <u>Schedule 6</u> .
<b>Month</b>	means a calendar month and “Monthly” shall be similarly construed.
<b>Nominated Sub-Supplier</b>	means any sub-Supplier engaged by the Supplier, at the direction of the Client, in connection with the provision of Ordered Services
<b>Ordered Services</b>	means the services which the Client has instructed the Supplier to carry out in any Purchase Order, subject to <u>Schedule 2</u> .
<b>Party</b>	means a Party to this Agreement
<b>Personal Data</b>	shall have the same meaning as set out in the Data Protection Act 1998.
<b>Pre-Existing Intellectual Property Rights</b>	shall mean any Intellectual Property rights vested in or licensed to the Supplier or Client prior to or independently of the performance by the Supplier or Client of their obligations under this Contract.
<b>Private Agency</b>	means a commercial organisation to which service provision has been outsourced by a Contracting Agency, which assumes the role and responsibilities of the Agency under a Contract.
<b>Protective Measures</b>	means appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it.

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<b>Purchase Order</b>	means an order for Services served by the Client on the Supplier by means of the Client's i-Procurement system
<b>Quarter</b>	means a three (3) month period beginning on 1 <sup>st</sup> January, 1 <sup>st</sup> April, 1 <sup>st</sup> July or 1 <sup>st</sup> October. The term 'Quarterly' shall be similarly construed.
<b>Regulatory Body</b>	means those government departments and regulatory, statutory and other entities, committees and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate, or influence the matters dealt with in this Contract or any other affairs of the Client and "Regulatory Body" shall be construed accordingly.
<b>Requests for Information</b>	means a request for information or an apparent request under the Code of Practice on Access to Government Information, FOIA or the Environmental Information Regulations.
<b>Services</b>	means services which the Supplier has agreed to provide under any Purchase Order.
<b>Special Terms</b>	means additional Client specific terms, to which the Supplier's has agreed
<b>Specific Obligations</b>	means any obligations entered at <u>Schedule 3</u>
<b>Staff</b>	means employees, agents and Suppliers of the Supplier
<b>Sub-Supplier</b>	means any sub-Supplier engaged by the Supplier in connection with the provision of Ordered Services.
<b>Sub-Process</b>	means any third Party appointed to process Personal Data on behalf of the Supplier related to this Agreement
<b>Supplier</b>	The person identified in the Contract their employees, agents or any other persons under the control of the Supplier
<b>Working Days</b>	means Monday to Friday inclusive, excluding English public and bank holidays.
<b>Year</b>	means a calendar year.

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**SCHEDULE 2**

**THE ORDERED SERVICES**

**1. INTRODUCTION**

**This Schedule 2 specifies the Ordered Services to be provided to the Client by the Supplier in the services required for FS301044. Please see the Schedule 2 - "Evidence Requirement Document"**

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

**2. BACKGROUND & INTENTION**

The sale and consumption of burgers served less than thoroughly cooked and pink in the middle is a trend that has been steadily increasing in the UK and a number of catering chains and outlets now offer this option to customers. Restaurants and catering settings who intend to serve burgers less than thoroughly cooked need to ensure that all reasonable steps have been taken to protect consumers. Therefore the safe production of less than thoroughly cooked burgers at catering establishments is likely to rely in part on controls and/or interventions applied at Slaughterhouses and Cutting Plants.

At their January 2015 meeting, the FSA Board gave consideration to the acceptability of burgers served less than thoroughly cooked (rare) in catering establishments. It was felt that there was a lack of clarity on proportionate enforcement which was leading to ineffective consumer protection and the Board were clear that they believed consumers should avoid eating undercooked burgers. At their September 2015 meeting the Board adopted a position that the service of burgers that are not thoroughly cooked was unacceptable unless certain criteria were met during production. These criteria covered all areas from slaughter to catering service with attention being highest on primary production, i.e. source control. At their July 2016 meeting, the Board agreed that burgers served less than fully cooked should be delivered to the same level of protection as thorough cooking provides the consumer (a 6-log reduction in microbial load).

Using a reduced cooking time will lead to a less than 6-log reduction and therefore interventions are required through primary production to maintain the overall level of protection the 6-log reduction provides. To address this, research is commissioned for a critical review to investigate a number of interventions, beyond that of standard practice, that are permissible in the pre slaughter, slaughterhouse, and post slaughterhouse production processes. Data obtained will be used to populate an Agency model that will determine which interventions best provide the reductions to microbial load in the production of less than thoroughly cooked burgers.

It is anticipated that the review will provide an indication of how the minced beef production supply chain can be positively affected by key interventions by limiting transmission pathways that may potentially spread contamination. This will allow the

FSA provide guidance to FBOs on how they can ensure less than fully cooked burgers are served with the same level of protection as a fully cooked burger.

### 3. SPECIFICATION

The key elements of the work are as follows:

- To design and carry out a broad critical review of the available national and international literature to determine what contribution to the reduction to bacterial load interventions may have in the primary production of beef.
- The focus of the review must be on obtaining quantitative information in order to determine the log reduction in bacterial load of an intervention.
- If data on Cattle is found to be sparse, consideration should be given to obtaining data on interventions for Sheep where processes can be considered similar and are indicative of the reductions that may be observed in cattle.
- The research should cover, but not be limited to the following,
  - Aerobic colony count
  - Enterobacteriaceae
  - Salmonella
  - E. coli
- While looking at international information, interventions should be considered from an EU and UK legislative perspective, i.e. allowed by law.
- Investigations should look at the following pre, during and post slaughter line interventions that are allowed under legislation. There may be multiple methods for certain interventions and the analysis should identify those most effective.
  - Pre Slaughter:
    - Clean hide of cattle
    - Shaving cattle
    - Cleaning and disinfection of lairage-to-stunning areas in abattoirs
  - Slaughter Line:
    - Bunging
    - Rodding
    - Hide removal methods
    - Steam Vacuum
    - Steam pasteurisation
    - Lactic Acid (Bovine only)
    - Alternative disinfection of tools (i.e. chemical instead of 82°C water)

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- Post Slaughter line:
  - Removing adipose before mincing
  - Time temperature combinations at mincing
  - Packaging of minced meat to reduce/inhibit growth (i.e. Modified atmospheric packaging).
- The review should consider domestically produced beef and identify the relative importance of the listed interventions. The review should also consider other interventions not listed which may, during the review, be identified as having a significant effect.

### **Approach**

- The successful contractor will be expected to consult key FSA stakeholders on the scope of the review before initiation.
- The review should adopt a comprehensive search strategy considering peer-reviewed articles, grey literature, relevant government reports (e.g. FSA published studies, ACMSF reports, etc.), European and International literature (e.g. the EFSA Scientific Opinions, WHO reports) from 1996 through to finalising the reporting of this project.
- The proposal should list all the databases and key search terms to be used and also any indicative criteria for inclusion and rejection based on the quality of the studies being considered. Finalised terms will be agreed prior to project initiation.
- It is expected that the review would take 3 to 6 months to complete

### **Outcome**

- A technical report and a database of the publications included in the review.
- Quantitative information on the reduction of bacterial load for each intervention.
- The report will include a lay summary, executive summary, introduction (including the background and aims/objectives of the study), methodology, and key findings of the review, discussions, conclusions and recommendations for further work. The criteria for selection and non-selection of relevant for consideration in the review should also be included.
- The final report will undergo a peer-review process before being finalised and report and publication database will be published on the FSA website.

**4. CONTINUOUS IMPROVEMENT**

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

**SCHEDULE 3**  
**SPECIFIC OBLIGATIONS**

**1. SUPPLIER’S OBLIGATIONS**

This Schedule 3 specifies the Ordered Services to be provided to the Client by the Supplier in the services required for FS301044. Please see Schedule 3 – “Application form for an evidence gathering project with Food Standards Agency – Research”

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

**2. CLIENT’S OBLIGATIONS**

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

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

**3. REVIEW MEETINGS**

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

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

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

Meeting	Activities	Inputs	Outputs	Attendees
<p><b>SERVICE REVIEW</b></p> <p>Frequency: Monthly</p>	<ul style="list-style-type: none"> <li>•Review of performance.</li> <li>•Ensure escalated issues and risks are actioned.</li> <li>•Contract Coverage - Ensure all work has been agreed prior to start and is covered under the contract and within a Purchase Order.</li> <li>•Financial Management - Review spend against plans; resolving any escalated invoicing or payment issues. Review of overall financial risk.</li> </ul>	<ul style="list-style-type: none"> <li>•Agenda / minutes of last meeting</li> <li>•Minutes of Contract Review (where appropriate)</li> </ul>	<ul style="list-style-type: none"> <li>•Minutes / actions of meeting</li> <li>•Key messages for Client teams</li> <li>•Key messages</li> </ul>	<p>Client Representative (Chair) (presently XX)</p> <p>Supplier Representative (presently XX)</p> <p>Optional Invitees: Service Delivery Lead (presently XX)</p>

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	<ul style="list-style-type: none"> <li>•Capacity Planning -Reviewing demand and supply forecasts, driving alignment in the relationship, look for economies over time as well as improving ways of matching demand and supply.</li> <li>•Contract Review and Administration -Ensure the contract is kept up to date, review list of amendments and/ or issues that need to be resolved.</li> </ul>	<ul style="list-style-type: none"> <li>•Supplier's MI</li> <li>•Active PO list / aged debt position</li> <li>•Demand Forecast</li> </ul>	for Supplier teams  <ul style="list-style-type: none"> <li>•Rolling forecast of demand</li> </ul>	Procurement Business Partner (presently XX)  Or their nominated deputies
<b>CONTRACT REVIEW</b>  <b>Frequency: Every three months</b>	<u>Strategic Direction</u> Review the state of the relationship <ul style="list-style-type: none"> <li>•Is the relationship still driving strategic benefits? What have been the major successes and or issues?</li> <li>•Where can the relationship improve to align to the Client strategy and apply consistency</li> <li>• think strategically.</li> </ul> <u>Relationship Direction</u> <ul style="list-style-type: none"> <li>•Improvements to the service</li> </ul>	<ul style="list-style-type: none"> <li>•Agenda / minutes of last meeting</li> <li>•Minutes of Client business units review meetings</li> <li>•Escalations</li> <li>•Suggested Contract improvements</li> </ul>	<ul style="list-style-type: none"> <li>•Minutes/ actions of meeting</li> <li>•Key messages for Client units</li> </ul>	Primary Budget holder (Chair) (presently XX)  Client Representative (presently XX)  Procurement Business Partner (presently XX)  Supplier Representative (presently XX)  Or their nominated deputy

To be agreed with the FSA representative.

Schedule 3

Dr. Dragan Antic, University of Liverpool

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



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

**LEAD APPLICANT'S DETAILS**

Surname	Antic	First Name	Dragan	Initial	DA	Title	Dr
Organisation	University of Liverpool		Department	Institute of Veterinary Science			
Street Address	Leahurst Campus, Chester High Road						
Town/City	Neston, South Wirral	Country	UK	Postcode	CH64 7TE		
Telephone No	[REDACTED]	E-mail Address	[REDACTED]				

Is your organisation is a <b>small and medium enterprise</b> . (EU recommendation 2003/361/EC refers <a href="http://www.hmrc.gov.uk/manuals/cirdmanual/cird92800.htm">http://www.hmrc.gov.uk/manuals/cirdmanual/cird92800.htm</a> )	Yes	No
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**TENDER SUMMARY**

**TENDER TITLE**

A critical literature review to assess the significance of intervention methods to reduce the microbiological load on beef through primary production

<b>TENDER REFERENCE</b>	FS301044
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<b>PROPOSED START DATE</b>	[15/06/2018]	<b>PROPOSED END DATE</b>	[15/10/2018]
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**1: TENDER SUMMARY AND OBJECTIVES**

**A. TENDER SUMMARY**

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

Microbial contamination of beef carcasses occurs regularly in commercial abattoir conditions through direct or indirect routes from a number of sources. For example, it has been shown that the cattle hide contamination with *E. coli* O157 and the cross-contamination of beef carcasses at the hide removal stage have the greatest impact on an overall human exposure to this pathogen from raw and undercooked beef. Consequently, hazard-based intervention/decontamination measures have been considered, and widely used in beef abattoirs in some countries, as a means to prevent or reduce microbial contamination of beef carcasses and to reduce microbiological risks further than what is achievable solely by adhering to the Good Hygiene Practices. Currently, only potable water (i.e. thermal treatment with hot water and steam pasteurisation) and lactic acid beef carcass washing have been permitted for use in the EU. The integrated and coordinated use of multiple interventions in minced beef production chain is expected to reduce microbial load to such a level so to deliver the same level of protection of burgers served less than thoroughly cooked as thorough cooking process provides. The main aim of the proposed study is to perform a broad critical review of available literature on the scientific research in intervention measures for beef, to obtain quantitative information on the reduction of bacterial load in minced beef production chain. The

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review will build on previous long term research in intervention strategies for cattle hides and beef. The review will cover a range of GHP-based and hazard-based interventions in the harvest phase (from receive and unload of animals to chilled carcasses) and post-harvest phase (further processing of raw beef and packaging) looking at the outcome of interventions on a range of bacterial indicators and foodborne pathogens. The overall expected outcome of this project will be a technical and scientific basis of potential intervention measures for the reduction of bacterial load in minced beef production chain. The results of the review will also inform risk management decisions towards further work on the development and implementation of key interventions and advise on the most appropriate points of application of specific interventions in minced beef production chain.

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

#### OBJECTIVES

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

OBJECTIVE NUMBER	OBJECTIVE DESCRIPTION
01	To perform a broad critical review of the literature of a contribution of interventions applied in a minced beef production chain to the reduction of bacterial load, with a focus on the pre slaughter, slaughter, and post slaughter production processes
02	To make recommendations on the effectiveness (the quantifiable level of bacterial reduction) of specific interventions for beef and other contextual factors that will inform the risk management decisions for further work

### 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.

#### Background

The most relevant bacterial foodborne pathogens, such as *Salmonella* and verocytotoxin-producing *Escherichia coli* (VTEC) can be harboured in and excreted from the gastrointestinal tract of cattle. These pathogens are then transferred from cattle to humans (leading to beef-borne illness) most often through direct or indirect faecal contamination, further cross-contamination and/or their growth during production, handling and consumption of beef and products thereof (Buncic et al., 2014). The control of these pathogens in the beef chain requires use of Good Manufacturing Practice/Good Hygienic Practice (GMP/GHP) and Hazard Analysis and Critical Control Point (HACCP) principles. In many cases under commercial conditions, this is not sufficient to control microbial contamination and therefore must be accompanied by appropriate additional intervention measures, taking into account considerations regarding resources and technical possibilities, consumers' attitude and behaviours, and cost-benefit (Buncic et al., 2014).

Microbial contamination of beef carcasses occurs regularly in commercial abattoir conditions through direct or indirect routes from a number of sources. It is considered that the main sources are: i) faecal material and rumen/gut contents; ii) hide of slaughtered cattle; and iii) slaughterline environment (machinery, equipment, workers and aerosols). However, in modern abattoirs, leakage/spillage of gut contents onto the meat occurs rarely (with some estimations of 1 in 1,000 carcasses), while contamination of carcasses from the cattle hides is a key and inevitable event (Antic et al., 2011; Blagojevic et al., 2012). A relative contribution of each of these sources to microbial carcass contamination has been investigated in a few studies. For example, proportion of microbiota experimentally transferred from hides onto beef via direct contact is between 0.1% and 0.0004% (Antic et al., 2010a), and via all routes together, commercially, between 1.6% and 0.003% (Bacon et al., 2000; Arthur et al., 2004). More recently, it was shown that microbial counts on beef after direct contact with cattle hides can reach up to 7.7 log<sub>10</sub> CFU/cm<sup>2</sup> of aerobic bacteria and 4.0 log<sub>10</sub> CFU/cm<sup>2</sup> of *Enterobacteriaceae*, with the proportion of artificially inoculated *E. coli* O157 on cattle hides being transferred to beef of up to 10% of initial hide count (Antic et al., 2018).

Most often, bacterial counts obtained from carcasses after dehiding are correlated with those on hides (Blagojevic et al., 2011) and are strongly dependent on cattle hide cleanliness (Blagojevic et al., 2012). It was found that cattle hides can carry up to 11 log<sub>10</sub> CFU/cm<sup>2</sup> of aerobic bacteria (Antic et al., 2010b), including pathogens such as *E. coli* O157 and other VTEC and *Salmonella*, which consequently can contaminate carcass meat (Reid et al., 2002). More recent results obtained in Scotland revealed that 55% of cattle had *E. coli* O157 contaminated hides after bleeding (Mather et al., 2007). Hides also heavily contribute to the general contamination of the slaughterline which is an indirect source of the microbial contamination of incoming carcasses (Antic et al., 2010a). A quantitative microbial risk assessment (QMRA) model developed for *E. coli* O157:H7 in beef burgers produced in the Republic of Ireland indicated

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that the initial prevalence and numbers of *E. coli* O157:H7 on the bovine hide had the greatest impact on the overall probability of illness from this pathogen, and that the cross-contamination at the hide removal stage impacted on predicted risk (Duffy et al., 2006). Another related quantitative simulation model indicated that risk reduction measures should be directed towards reducing the hide to carcass transfer during dehiding and the initial *E. coli* O157:H7 prevalence and counts on bovine hides (Cummins et al., 2008). These conclusions highlight the necessity for the development and implementation of effective intervention strategies to control foodborne pathogens (particularly *E. coli* O157) at slaughter. This is of particular relevance because of the recent and growing preference by some consumers for less than thoroughly cooked burgers in the UK, which increases the risk of exposure to *E. coli* O157 for those individuals (FSA, 2015).

Interventions are used in most countries with the aim to reduce microbiological risks further than what is achievable solely by adhering to the GHP. Some aspects of these control strategies are pathogen- and meat chain stage-specific. Thus, some pathogens in beef and the products thereof (e.g. VTEC, *Salmonella*) are most efficiently controlled by the main measures applied during primary production (on-farm) combined with optimization of the slaughter hygiene (at-abattoir), whilst some others (e.g. *Listeria monocytogenes*) are most efficiently controlled at the processing-storage stages (Buncic et al., 2014). Interventions can be a GHP-based measures applied throughout slaughter and dressing process (i.e. cleaning and disinfection of lairage-to-stunning areas, hide cleanliness assessment, bunning, oesophagus tying, hide removal methods, trimming, chilling, equipment sanitation, etc) and hazard-based intervention measures (i.e. a range of different interventions for cattle hides and carcass meat mostly aimed at microbial removal, immobilisation and/or killing). Also, interventions are applied at post-fabrication (processing-storage) stages aiming at microbial killing or inhibiting their growth. In some countries, e.g. USA, decontamination treatments of hides and carcasses are regularly used and integrated within intervention-based HACCP system (Byelashov & Sofos, 2009; Koohmaraie et al., 2005, 2007; Wheeler et al., 2014); such interventions have not yet been used under commercial conditions within the EU (including the UK). There is, however, provision for the use of decontamination strategies in abattoirs in the EU. The EU Food Hygiene Regulations (EC, 853/2004) allow, in principle, the use of decontamination treatments during slaughter, following appropriate consideration and approval of such treatments by the regulatory authorities (EC, 2004). Currently, only potable water (i.e. thermal treatment with hot water and steam pasteurisation) and lactic acid beef carcass washing (Regulation EC 101/2013) have been permitted for use in European abattoirs. However, no intervention strategy can be expected to correct a highly contaminated carcasses. The ultimate effectiveness of antimicrobial treatments, when assessed through the levels of surviving microbiota remaining on a treated substrate, depends to a great extent predominantly on the initial microbial load (Sofos & Smith, 1998). Therefore, interventions must not be a substitute for the GHP, but only an additional measure.

Furthermore, implementation of successful interventions against relevant microbial hazards in the meat chain up to and including the chilled carcass stage is now recognised as an essential component of a risk-based meat safety assurance systems in which high-risk animal batches should be subjected to additional slaughter hygiene control measures complemented with (hide and meat) decontamination treatments (Blagojevic and Antic, 2014; EFSA, 2013). These recent efforts in the modernisation of meat inspection and its transformation into a risk-based meat safety assurance system would integrate both meat inspection procedures and FBO's food safety management systems and other relevant aspects into a coherent whole (Buncic et al., 2014). Interventions can routinely be used either alone or applied at multiple points as a 'multiple hurdle strategy' in a coordinated way, so to achieve an acceptable, ultimate microbial beef safety risk reduction (Buncic et al., 2014). For example, recently proposed innovative microbial immobilisation treatment of cattle hides (Antic et al., 2011, 2018) can be used as a part of a multiple-hurdle strategy in a combination with the end-product (spot or whole dressed carcass decontamination) and with the resulting ground beef and beef trimmings decontamination to reduce microbial risks further (Blagojevic et al., 2015; Koohmaraie et al., 2007). Where interventions are applied in a multiple way, it can be expected that the overall improvement of the microbiological status of beef would be determined by a combination of microbial reductions achieved by all interventions, and very likely exceeding the improvements presently achievable by single intervention. Therefore, the integrated and coordinated use of multiple interventions in minced beef production chain is expected to reduce microbial load to such a level so to deliver the same level of protection of burgers served less than thoroughly cooked as thorough cooking process provides.

### Scientific approach

The main aim of the proposed study is to perform a broad critical review of available literature on the scientific research in intervention measures for beef, to obtain quantitative information on the reduction of bacterial load in minced beef production chain. The review will build on previous long term research in intervention strategies for cattle hides and beef (Antic et al., 2010a, b; Antic et al., 2011, 2018; Blagojevic et al., 2015) and make the best use of expertise and experience to address all specific related requirements and realise the study objectives.

To realise **Objective 1**, a comprehensive review will be conducted of the publicly available scientific literature on intervention measures to control bacterial load in beef production. The review will cover interventions in the harvest phase (from receive and unload of animals to chilled carcasses) and post-harvest phase (further processing of raw beef and packaging) and a generic flow diagram of the beef production processes in these stages will be created. A more detailed list of interventions and scope of the review will be agreed with the FSA, but more specifically the review will be looking at a broad range of potential interventions:

- GHP-based control measures applied throughout slaughter and dressing process (i.e. cleaning and disinfection of lairage-to-stunning areas, hide cleanliness assessment, bunning, rodding, hide removal methods, trimming, chilling, equipment sanitation and other alternative methods for sanitation of tools).

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- Hazard-based intervention measures for cattle hides and carcass meat already allowed by legislation. These relate to: i) cattle hides pre- or post- exsanguination (ambient water washes and hide clipping) and carcass meat after dehiding but pre-chill (thermal washes such as hot water washes, steam vacuuming and steam pasteurisation; and lactic acid washes).

- Hazard-based intervention measures for cattle hides and carcass meat potentially permissible but subject to risk assessment and regulatory approval. These relate to: i) post-exsanguination hide washes with organic acids (e.g. lactic acid) and other chemical solutions and oxidizers; ii) microbial immobilisation treatment of cattle hides with shellac; iii) chemical hide de-hairing; and iv) a range of pre-chill and post-chill carcass interventions (organic acid washes other than lactic acid, washes containing other chemicals and oxidizers).

- Post slaughter intervention measures (in the post-harvest phase). These primarily relate to the treatments of fabricated beef (large joints, small meat cuts, trimmings and minced meat): i) fat trimming; ii) thermal (hot water) and chemical washes (organic acids and other chemicals); iii) time temperature combinations at mincing; iv) modified packaging and preservation techniques (including active and bioactive packaging systems).

- Novel emerging interventions, particularly in the post slaughter stage, identified as having a significant effect during the review (some examples include: electron beam and gamma irradiation, ultraviolet (UV) light, use of bacteriophages, cold atmospheric plasma and high pressure processing).

The review will be structured to look at the specific Population, Intervention and Outcome measures and all search terms will be chosen accordingly. The Population of interest will be beef (i.e. beef, cattle, cow, steer, heifer, bull, veal). The review will look at the available information for beef Interventions (search terms broadly listed above and dependant on the stage of intervention application), but in the case of sparse data for particular intervention, relevant research on interventions in sheep will be considered. Interventions on manufactured (e.g. cured, dried, fermented) and ready-to-eat beef products such as sausages and salamis, will be excluded from the review scope. Relevant Outcome measures for interventions will be the effectiveness of each intervention in reducing log levels of indicator bacteria (aerobic colony counts, *Enterobacteriaceae* counts, total coliform counts and generic *E. coli* counts, where data available) and log levels of foodborne pathogens (primarily *E. coli* O157 and other VTEC and *Salmonella*). Other pathogens may also be included if data exist, such as *Listeria monocytogenes* (primarily for the post slaughter interventions). If quantitative data on pathogen reduction are not available for specific intervention, data on prevalence outcomes will be used. Therefore, the concentration and prevalence outcomes (intervention efficacy results) will be presented as log reductions and prevalence reductions in the intervention compared with the control group. Also, they will be analysed as: i) reduction on a treated substrate (i.e. surfaces, hide, carcass meat, fabricated beef); and ii) reduction in transfer to a substrate (usually carcass meat) from the contamination source. The review will also distinguish between study trials conducted under laboratory and pilot plant conditions (often using artificially inoculated microbiota), as well as those investigated under commercial conditions.

All study designs and publication types will be considered relevant as long as they were published in English. The search algorithm will be pre-tested in Scopus to ensure that a known list of relevant articles could be sufficiently identified. The databases that will be searched are Scopus, Pubmed, Cab abstracts, Agricola, Science Direct and Google Scholar. In addition, search verification will be conducted by reviewing a reference list of a selection of relevant original research, review articles and book chapters. Relevant grey literature (e.g. government and industry reports, theses, EFSA, WHO/FAO reports) will be searched in Google. Research on interventions published prior to 1996 will be excluded from further consideration in the review, as not considered reflective of current industry conditions and practices. Therefore, search strategy will focus on research published from 1996 through to finalising the reporting of this review.

To realise **Objective 2**, the review will look at the most important aspects of each intervention measure for beef, to provide useful recommendations for considerations for further risk management decisions. The results of **Objective 1** will provide key information for Objective 2. Beside the effectiveness of specific intervention (the quantifiable level of bacterial reduction), the review will also look at other contextual factors:

- Identification of the sources of bacterial contamination of beef carcasses and the quantification of their actual contribution to the contamination (where data available) in farm-to-stun events and particularly sources such as lairage (hide contamination) and hide, gut spillage, airborne, equipment and workers (carcass meat contamination). The understanding of sources and their contribution to the bacterial carcass contamination is crucial so to assess the relative importance of each intervention measure in reducing contamination of, or eliminating from, beef carcasses and post-fabricated beef. These information would allow for better understanding which sources/transmission pathways are more important to be targeted with interventions, so to give advice on the most appropriate point(s) of application of specific interventions.

- Other factors that could influence the applicability of the intervention: i) best mode of application; ii) factors contributing to their antimicrobial efficacy (including sequential use in multiple hurdle approach); iii) regulatory status in the EU and UK; and iv) potential limitations and risks associated with use of specific intervention.

More detailed scope of the review will be agreed with the FSA before project initiation. There are currently some available information

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on beef industry interests and opinions on different intervention measures (including hide interventions and use of lactic acid) generated from the applicant's previous research project commissioned by the FSA.

The overall expected outcome of this project will be a technical and scientific basis of potential intervention measures for the reduction of bacterial load in minced beef production chain, with a focus on the pre-slaughter, slaughter and post slaughter production processes. The results of the review will inform risk management decisions towards further work on the development and implementation of key interventions, advice on the most appropriate points of application of specific interventions and potentially support establishment of microbiological risk management metrics in primary production at the FBO level (performance criteria and objectives).

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**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.

The review of available literature on interventions for beef will go beyond generating information on intervention efficiency only, to include other relevant contextual factors which can be considered when planning and implementing intervention measures in minced beef production chain. The review will also look at novel and emerging technologies for hide (for example microbial immobilization treatment with shellac) and carcass meat and fabricated beef (for example use of bacteriophages and high pressure processing). To contextualise the need for interventions and most appropriate point(s) for their application in the production chain, the review will also look at the identification of the sources of bacterial contamination of beef hides and carcasses and quantification of the actual contribution of these sources to their contamination. Also, it will provide a comprehensive review of a regularly applied GHP-based measures during slaughter and dressing to minimised bacterial carcass contamination.

### 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.

**Objective 1:** A broad critical review of the literature of a contribution of interventions applied in a minced beef production chain to the reduction of bacterial load, with a focus on the pre slaughter, slaughter, and post slaughter production processes

**Task 1.1** – A generic flow diagram of the beef production processes in pre slaughter, slaughter, and post slaughter stages will be created. A comprehensive literature search of databases will be performed using population term, bacterial term and intervention term for each stage of beef production chain. The retrieved publications will be screened for relevance, i.e. whether they match pre-defined criteria. Literature search will be verified by reviewing a reference list of a selection of other relevant original research, review articles and book chapters. Relevant grey literature will also be searched. A comprehensive database of relevant publications will be created and preliminary analysed to create a list of interventions and their appropriate process step(s) in the flow diagram where they are applied. A full search algorithms used for the search of peer-reviewed literature will be provided in the final report.

**Task 1.2** – Review of GHP-based and hazard-based intervention measures in lairage-to-stunning stage and pre- and post-exsanguination cattle hide interventions. The interventions will be analysed according to the appropriate process step(s) in the flow diagram where they are applied. For each intervention, the following information will be provided: i) key findings; ii) intervention description; iii) intervention efficacy described in a narrative way and summary of findings presented in a tabulated form.

**Task 1.3** – Review of GHP-based and hazard-based carcass meat and fabricated beef interventions. The same approach and information as in Task 1.2 will be provided.

**Objective 2:** Recommendations on the effectiveness (the quantifiable level of bacterial reduction) of specific interventions for beef and other contextual factors that will inform the risk management decisions for further work

**Task 2.1** – A literature search will be performed on the sources of bacterial contamination of beef carcasses and the quantification of their actual contribution to the contamination. These information would allow for better understanding which sources/transmission pathways are more important to be targeted with interventions.

**Task 2.2** – Recommendations on the effectiveness of specific interventions for beef and other contextual factors will be provided. They will be incorporated in final report, based on the effectiveness and applicability of each intervention and the most appropriate point(s) of their application where they will have the greatest effect on an overall reduction of bacterial load.

Objectives, tasks, milestones, deliverables	Project Month			
	1	2	3	4
1.1: Generic flow diagram of beef production and list of interventions	M 1-3, D 01/01, 02/01			
1.2: Review of interventions in lairage-to-stun and hide interventions		M 4	D 01/02	
1.3: Review of carcass meat and fabricated beef interventions				M 5

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2.1: Review of other contextual factors of interventions				M 5
2.2: Recommendations for further risk management decisions				M 6
Final reporting				M 6, D 01/03, 02/02

### B.

### DELIVERABLES

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

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

Each deliverable should be:

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

Please insert additional rows to the table below as required.

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

DELIVERABLE NUMBER OR MILESTONE IN ORDER OF EXPECTED ACHIEVEMENT	TARGET DATE	TITLE OF DELIVERABLE OR MILESTONE
Milestone 01	15/06/2018	Project kick-off meeting held at FSA to finalise terms and detailed scope of the review prior to project initiation
Milestone 02	15/07/2018	Flow diagram of the beef production processes created and comprehensive list of interventions for review completed
Milestone 03	15/07/2018	Second project meeting
Deliverable 01/01, 02/01	15/07/2018	<b>A detailed project plan including flow diagram of the beef production processes and comprehensive list of interventions for review agreed with the FSA (Objective 01/D 01, Objective 02/D 01)</b>
Milestone 04	01/08/2018	Comprehensive database of research studies on interventions for beef created. Review on lairage-to-stun and pre- and post- exsanguination cattle hide interventions completed.
Deliverable 01/02	15/09/2018	<b>Interim project report (Objective 01/D 02)</b>
Milestone 05	01/10/2018	Review on carcass meat and fabricated beef interventions completed. Review on other contextual factors of interventions completed.
Milestone 06	15/10/2018	Completion of the review and production of the report including a summary of recommendations
Deliverable 01/03, 02/02	15/10/2018	<b>Draft final technical report (Objective 01/D 03, Objective 02/D 02) including: A database of the publications included in the review; Quantitative information on the reduction of bacterial load for each intervention; Executive Summary and Lay Summary, methodology, key findings, discussions, conclusions and recommendations for further risk management decisions</b>
Milestone 07	01/11/2018	Final project meeting to discuss the results with the FSA
Deliverable 01/03, 02/02	01/12/2018	<b>Finalised report</b>

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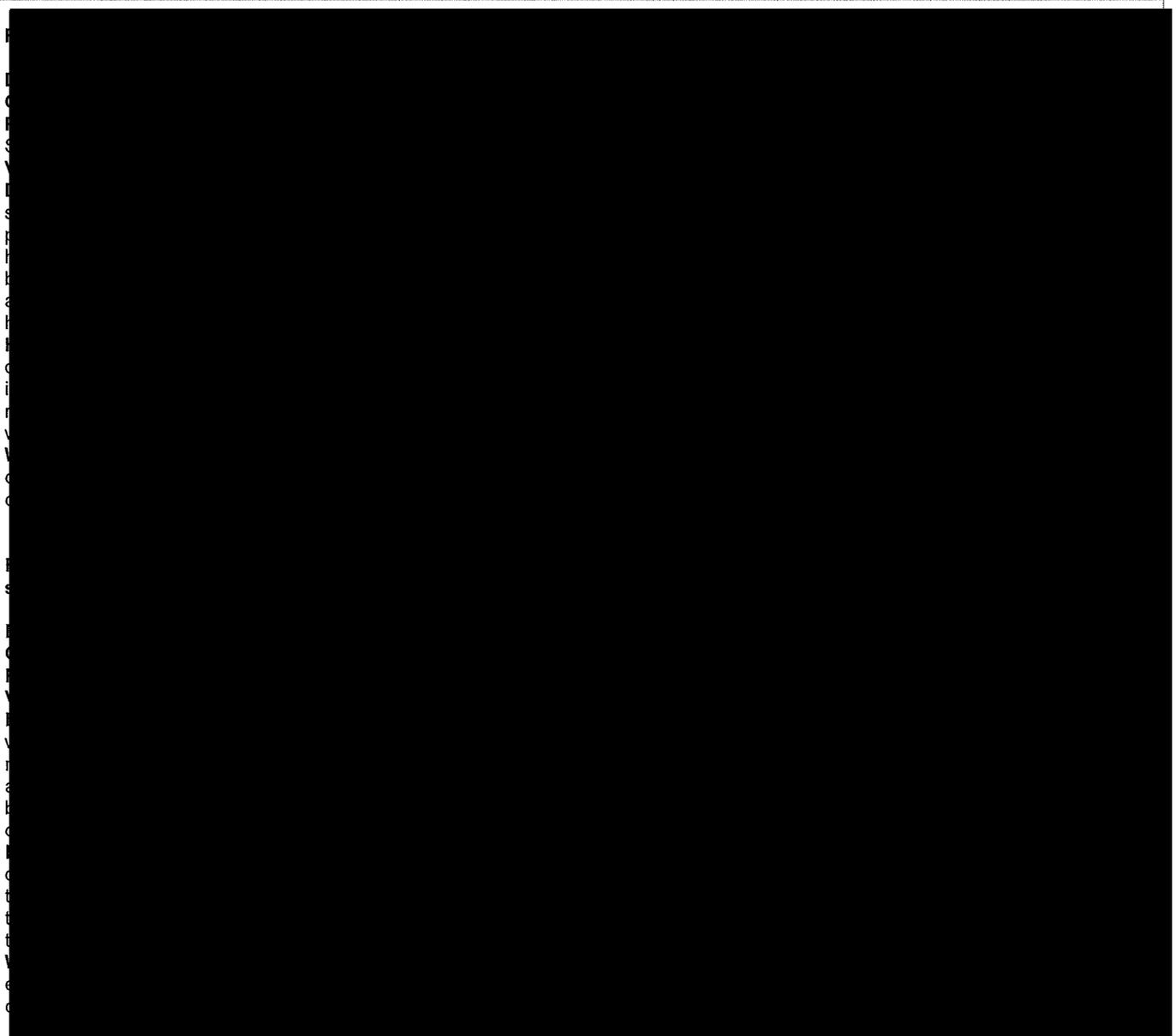
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## 4: ORGANISATIONAL EXPERIENCE, EXPERTISE and STAFF EFFORT

### 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:

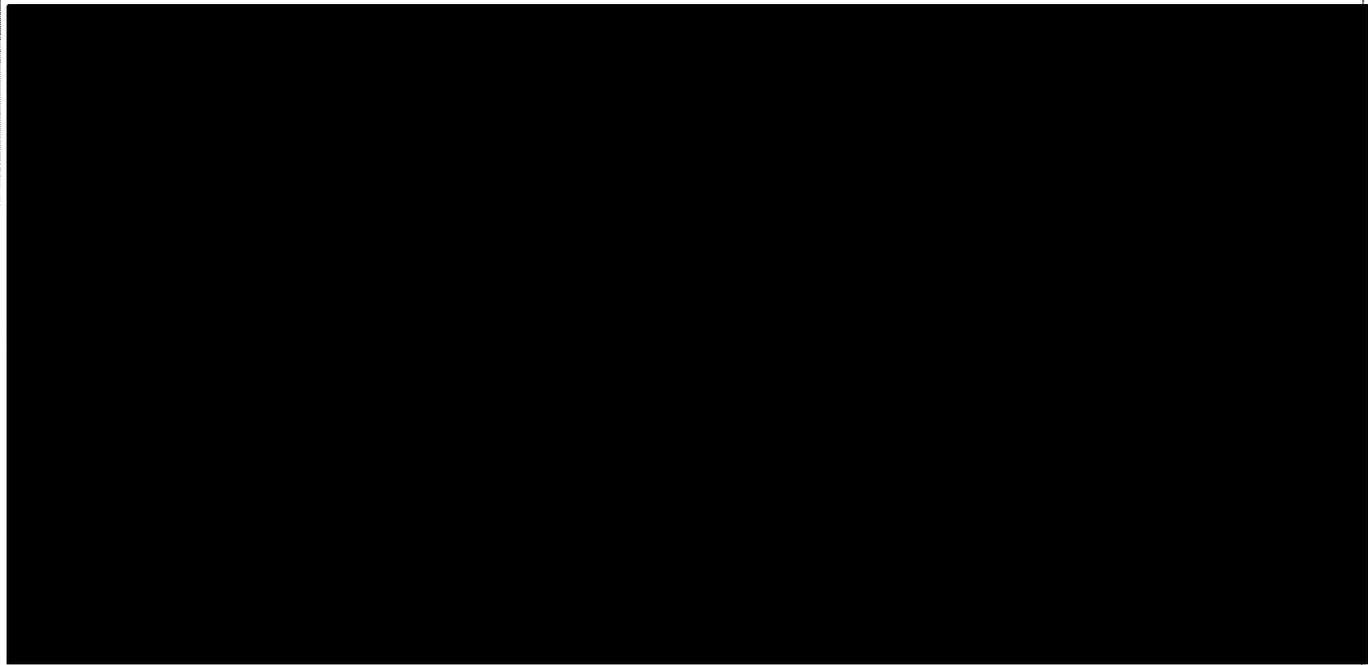
- The start date (and if applicable) the end date of the project/(s)
- Name of the client who commissioned the project?
- Details of any collaborative partners and their contribution
- The value
- A brief description of the work carried out.
- How the example(s) demonstrate the relevant skills and/or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



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**B.**

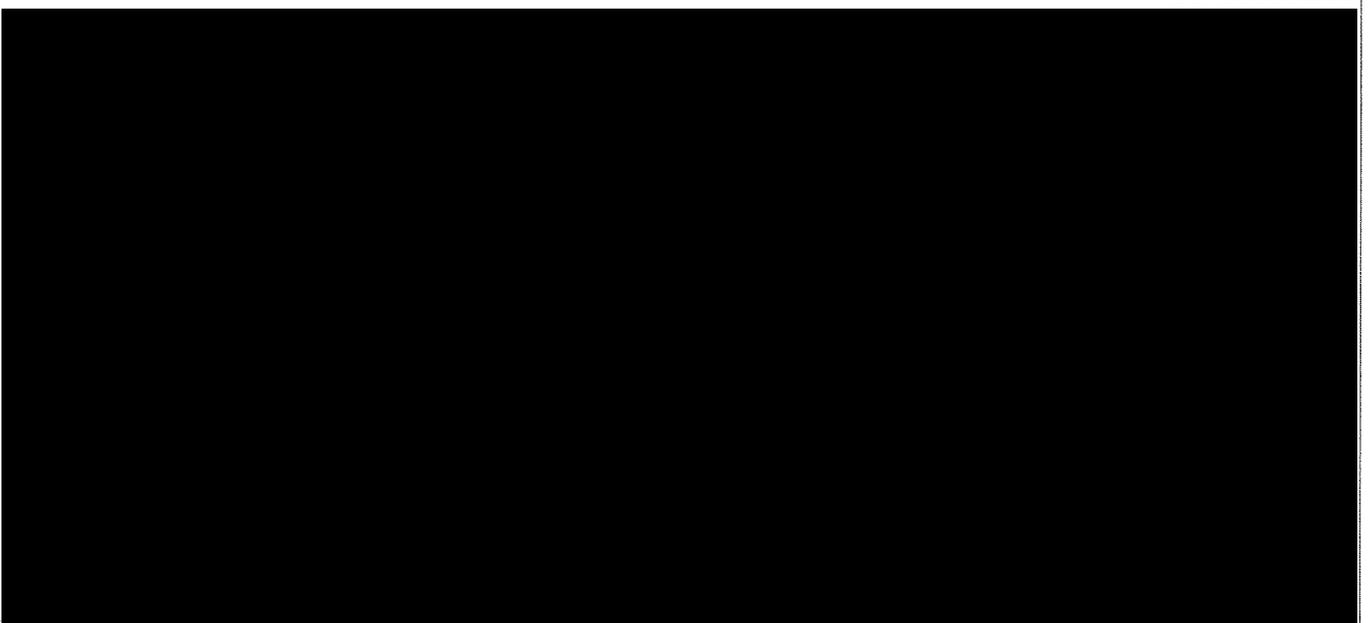
**DETAILS OF THEIR SPECIALISM AND EXPERTISE**

**NAMED STAFF MEMBERS AND**

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 University of Liverpool

Named staff members, details of specialism and expertise.



Participant Organisation 1

Named staff members, details of specialism and expertise.

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## 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]
<b>Total staff effort</b>	[REDACTED]

## 5: PROJECT MANAGEMENT

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

The project will be managed by Dr Dragan Antic who will have overall responsibility for the timely delivery of the objectives and outputs. Dr Antic has more than 14 years of scientific experience and expertise in microbial risk assessment, intervention strategies for beef, slaughter process hygiene and related aspects as well as project management of past similar projects and interaction and engagement with stakeholders and FBOs.

Dr Antic will provide frequent (monthly or similar frequency) updates during life of the project to include project status, progress against deliverables and any new risks/issues. At critical times (e.g. the start of the project) these may happen more frequently. Physical meetings are planned with the FSA, starting with the kick-off meeting to discuss the scope of the review more in details.

## 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
Lack of published data for some intervention strategies	Medium	Medium	Interventions strategies for beef have been researched extensively, some more than others. If data on some intervention strategies for cattle are found to be sparse, the relevant data on research performed in sheep will be used instead. Validity of sources will be critically evaluated and sources clearly stated in the final report.
Illness/ change in role of staff	Low	Medium	Even in the case of an unlikely short-term illness and unavailability for a short period of time, there is sufficient leeway during life of the project for the deliverables to be achieved on time. Dr Antic holds a permanent Senior lecturer position.
Late delivery by the applicant	Low	Medium	Dr Antic has sufficient expertise and experience to successfully deliver project in a timely manner. Progress against internal targets will be monitored so that project is on track. Having carried out two projects of this nature for the FSA over the past few years with timely delivery, this is not consider as a risk in this project.
Budget overruns	Low	Low	This is a fixed price contract involving mostly staff costs, so that if there were any budget overrun it would be absorbed by the applicant. This is a large incentive to price the project carefully in the first place and put in place a management system to ensure that every objective is

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achieved within its budget.

### 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

The Principal Investigator has considerable experience in research and expertise in the managements of the projects of a similar size and timeframe before.

Quality assurance will be achieved through internal review (Head of Department). The applicant is aware of the Joint Code of Practice for Research and the project will be conducted in full accordance with this code. Researchers in the Institute of Veterinary Science at the University of Liverpool operate within the Universities Code of research Practice. The Institute of Veterinary Science was awarded a 5 at the last Research Excellence Framework (REF). The University of Liverpool conducts regular internal audits of projects.

#### 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

There are no ethical issues as the scope of the work will be a critical review of the available published literature on beef intervention strategies.

#### 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.

Any specific data protection issues with this project are not envisaged. In a situation if any commercially sensitive information is

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obtained from any stakeholder involved, it will remain confidential. The organisation will process any personal data provided to it in accordance with the Data Protection Act 1998 and any associated or subsequent legislation, Code of Practice or Statutory Instrument. It will take reasonable precautions to keep such personal data secure and to prevent unauthorised disclosure. Data generated during the project will be stored in password protected files on password protected central university shared drives. Work will be carried out on password protected computers and stored on the central drive. Good research practice standards will be applied for the collection, management and storage of any data collected. All computers have centrally updated antivirus software.

### **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)

The University of Liverpool is committed to the systematic incorporation of environmental concern and social responsibility into our decisions and action. To indicate our commitment to our stakeholders, identify the key issues and act as a touchstone for our actions, the University has adopted a number of key policies and strategies. The University has a Sustainability Policy which is updated accordingly on an annual basis. The policy outlines the university's sustainability objectives and provides a clear commitment to comply with relevant legislation, regulations and other requirements. Progress against the policy is reviewed annually by the Sustainability Advisory Board. A detailed Sustainability Implementation Plan (11/12) is in place which is owned and regularly updated by the Sustainability Officer. The plan is regularly reviewed at the Sustainability Advisory Board. The University is in the process of implementing BSACORN scheme, with the aim of becoming ISO. The introduction of an Environmental Management System (EMS) has allowed the University to identify all Environmental Aspects associated with its operations and implement significant environmental improvements to reduce the University's impact on the environment. The University sustainability policy is appended to the application.

The project will be delivered in a short time frame and will make a use of email, audio and video conference calls whenever possible to reduce travel and paper usage. The applicant is currently employed in full time contract and actively teach Veterinary public health. Expertise and knowledge generated will be kept in the University of Liverpool and be available for future projects and dissemination rather than be lost at the end of the project as may be the case with short term contracted project specific staff.

### **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 applicant is aware of the Agency's commitment to openness and transparency. A full report including the methodology and results of the project will be produced on completion of the project and submitted to the FSA.

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The results of the research can be presented to the trade and professional bodies through conference presentations (VPHA, ECVPH), and professional/academic journals (Meat Science or other peer reviewed journals). As this proposal aims to provide data necessary for risk management decisions and possible future research, the aim of the project is also to make the research community aware of the data and to publish one paper in an international, peer-reviewed journal within six months of completion of the project after obtaining permission from the FSA.

The findings of this research will be disseminated bearing these points in mind:

- The findings from throughout this study will be finalised and made public only after agreement of the FSA Project Officer has been obtained.
- Any presentation of findings will include full acknowledgement of the funder (FSA) as providing financial support.

IP that is created or developed throughout the course of the project by the University will be owned by the University. The FSA will be granted a license to use the IP that is generated by the University. The FSA will retain ownership of the IP rights in any materials that are provided to Liverpool by the FSA for the purposes of the project.

### **ADDITIONAL SUPPORTING DOCUMENTS**

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

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

# Evaluation Clarification Template



Tender reference number	Tenderers Name
FS301044	University of Liverpool
Tender title	
A CRITICAL LITERATURE REVIEW TO ASSESS THE SIGNIFICANCE OF INTERVENTION METHODS TO REDUCE THE MICROBIOLOGICAL LOAD ON BEEF THROUGH PRIMARY PRODUCTION	
Evaluator name	
FSA	

- The evaluation panel will be meeting shortly to make a decision about the tenders received for this requirement. To help the panel to evaluate your proposal fairly and accurately, **you are invited to comment or respond to the clarification questions highlighted below** which have been made by the panel members after initial evaluation of your tender. Your response should only relate to the issues raised.
- **Please note this is not an opportunity or request to submit a revised or amended proposal. This is to assist the tender evaluation panel in their assessment**
- Please respond via Bravo, no later than 12 noon on 16<sup>th</sup> May 2018.
- If you have any queries please submit these via Bravo.

## Requests for clarification and additional information

### Question 1:

Response: Please clarify and provide further detail regarding potential decisions that would be taken during the offered comprehensive review e.g. what would be the inclusion criteria and what kind of search strategy would be used?

The search terms, databases and some general criteria for inclusion/exclusion of publications have already been discussed in details in the application. All search terms will be chosen according to the population, intervention and outcome (discussed in details in the application) and will be combined using Boolean operators. From the experience it is envisaged that there will be plenty of publications from primary (original) experimental and observational research retrieved on beef interventions, particularly for carcass meat.

The relevance of each retrieved publication will be screened at the title and abstract level. All experimental study designs for interventions (controlled trials, challenge trials and quasi-experimental studies) and observational studies will be considered for detailed data extraction, including from laboratory, pilot plant and commercial conditions (studies detailed in a form other than a conference proceeding or abstract, but including grey literature). If some study is described in multiple publications, non-peer-reviewed publications will be excluded (reports, theses). If there are multiple peer-reviewed publications, the most recent publication will be used.

Peer reviewing process and publishing work in high quality international journals already give some assurance of the quality of studies. However, some other more specific criteria which can be considered essential to include the publication in this critical review will be: i) the use of a control group; ii) description of intervention protocols sufficient to allow for the determination of replicates of the intervention; iii) description of the statistical methods and reporting of the effect estimate (or sufficient data to calculate one), and either a standard deviation, standard

error, confidence interval or *P*-value.

It should be noted that the FSA specification outlined the work on 'critical review' and not 'systematic review', the latter usually being more methodologically rigorous. Nevertheless, in most aspects of the offered comprehensive critical review, the applicant will use a standardised approach and documented protocol to identify and critically appraise relevant research on beef interventions to meet the criteria outlined by the FSA and agreed before project initiation.

**Question 2:** Panel found that the proposal was not clear on available alternatives in case of unexpected issues experienced by the principle investigator. Would you provide some further details?

If the panel by 'unexpected issues' considers short-term illness/unavailability for a short period of time, these risks have been discussed in the application and risk management strategies outlined: i) the project is short term 4 months duration and envisages phased delivery - therefore, the progress against milestones and deliverables will be continuously monitored so that it is ensured that the project is on track; ii) having carried out two short term projects of this nature for the FSA over the past few years with timely delivery, risk of late delivery is unlikely; iii) the principle investigator also holds a permanent Senior lecturer position, therefore no 'change in role of staff' is considered likely.

In a very unlikely scenario of some unexpected issues beyond anyone's control experienced by the principle investigator, there is a sufficient food safety and microbiology expertise within the Veterinary public health team in the Institute of Veterinary Science, UoL (the team members that participated in the past FSA projects FS102128 and FS101193) to take over the work on the project and bring it to the successful conclusion according to the objectives and deliverables proposed in the application. However, given the short term nature of this 4 months project, the risks are considered highly unlikely.

**Question 3:**

Response:

**Question 4:**

Response:

# Evaluation Clarification Template



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**Question 5:**

Response:

Additional questions (if required):

## SCHEDULE 4

### PRICING

**This Schedule 4 specifies the Ordered Services to be provided to the Client by the Supplier in the services required for FS301044. Please see Schedule 4 – “Application form for an evidence gathering project with Food Standards Agency – Financials Template”**

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

#### 1. INTRODUCTION

- 1.1 This Schedule 4 sets out the Basis of Charging that shall apply to this Contract and any attendant Purchase Orders.
- 1.1. Other than as provided in this schedule, or agreed in writing in a relevant Purchase Order no additional Charges shall be payable by the Client to the Supplier for any additional costs associated with the execution of the Services or the Deliverables, including, without limitation, administrative and overhead costs.

#### 2. BASIC PRINCIPLES

- 2.1 In general, all prices charged by the Supplier to the Client for all services (Support and Development) throughout the duration of this agreement shall be calculated from the Charges Schedule:
- 2.2 In addition the Client will reimburse travel and subsistence expenses which are reasonable and agreed in advance as set out in the table below, **where Tenderers have indicated such expenses will be applicable within their Qualifications to Schedule 7, Charges:**

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



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

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

Brief instructions are given in the boxes at the start of each section.  
Some boxes have blue text and this indicates that the value is calculated automatically  
Some boxes are shaded red and these boxes **must** be completed

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

Please submit the application through the Agency's electronic Public Procurement System (Bravo) by the deadline detailed on the Bravo system

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

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

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

Tender Reference

Tender Title

Full legal organisation name

Main contact title

Main contact forname

Main contact surname

Main contact position

Main contact email

Main contact phone

Will you charge the Agency VAT on this proposal?

\*Please provide your VAT Registration number below

Please state your VAT registration number:

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

Organisation	VAT Code*	Total (£)
University of Liverpool	STD	£ [redacted]
Insert name of Organisation 2	Please select	£ -
Insert name of Organisation 3	Please select	£ -
Insert name of Organisation 4	Please select	£ -
Insert name of Organisation 5	Please select	£ -
		£ -
		£ -
		£ -

Total Project Costs (excluding VAT) \*\*

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

**Project Costs Summary (Automatically calculated)**

Staff Costs	£ [redacted]
Overhead Costs	£ -
Consumables and Other Costs	£ [redacted]
Travel and Subsistence Costs	£ -
Other Costs - Part 1	£ -
Other Costs - Part 2	£ -
Other Costs - Part 3	£ -
Other Costs - Part 4	£ -

Other Costs - Part 5	£	-
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Total Project Costs	£	
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**COST OR VOLUME DISCOUNTS - INNOVATION**

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

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SIGNATURE		
NAME		
DATE		
REVISION DATE		Enter the effective date if this version of the template replaces an earlier version









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## SCHEDULE 5

### INVOICING PROCEDURE & NO PO/NO PAY

#### 1. INVOICES SHALL SPECIFY:

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

#### 2. INVOICE SUBMITTAL

Invoicing the FSA:

Please submit invoices to [Accounts-Payable.fsa@sscl.qse.gov.uk](mailto:Accounts-Payable.fsa@sscl.qse.gov.uk) for work with FSA.

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

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

#### 3. INVOICE PAYMENT

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

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

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

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

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

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

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

**4. CORRESPONDENCE**

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

Enter FSA Nominated Contact details

Name	Caroline Handford
Address 1	Food Standards Agency
Address 2	10a-c Clarendon Road
Address 3	Belfast
Post code	BT13BG

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

Enter contact details

Name	Dr Dragan Antic
Address 1	University of Liverpool
Address 2	Leahurst Campus, Chester High Road
Address 3	Neston, South Wirral
Post code	CH64 7TE

**SCHEDULE 6**

**DISPUTE RESOLUTION PROCEDURE**

**1. INTRODUCTION**

1.1. In the event that a dispute cannot be resolved by the Client and Supplier representatives nominated under Clause 18.2 within a maximum of ten (10) Working Days after referral, the dispute shall be further referred to mediation in accordance with the provisions of Clause 18.4.

1.2. Subject always to the provisions of Clause 21, nothing in this dispute resolution procedure shall prevent the Client or the Supplier from seeking from any court of the competent jurisdiction an interim order restraining the other party from doing any act or compelling the other to do any act.

**2. MEDIATION**

2.1. The procedure for mediation pursuant to Clause 18 and consequential provisions relating to mediation shall be as follows:

2.1.1. a neutral adviser or mediator ('the Mediator') shall be chosen by agreement between the Client and the Supplier or, if they are unable to agree upon the identity of the Mediator within ten (10) Working Days after a request by one party to the other (provided that there remains agreement for mediation), or if the Mediator agreed upon is unable or unwilling to act, either party shall within ten (10) Working Days from the date of the proposal to appoint a Mediator or within ten (10) Working Days of notice to either party that he is unable or unwilling to act, apply to the Centre for Effective Dispute Resolution ('CEDR') to appoint a Mediator;

2.1.2. the Client and the Supplier shall within ten (10) Working Days of the appointment of the Mediator meet with him in order to agree a programme for the exchange of all relevant information and the structure to be adopted for negotiations to be held. The parties may at any stage seek assistance from the CEDR to provide guidance on a suitable procedure.

2.2. Unless otherwise agreed by the Client and the Supplier, all negotiations connected with the dispute and any settlement agreement relating to it shall be conducted in confidence and without prejudice to the rights of the parties in any future proceedings.

2.3. In the event that the Client and the Supplier reach agreement on the resolution of the dispute, the agreement shall be reduced to writing and shall be binding on both parties once it is signed by the Client's Head of Procurement and the Supplier.

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

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**SCHEDULE 7**

**CONFIDENTIALITY UNDERTAKING**

**1. INTRODUCTION**

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

**CONFIDENTIALITY UNDERTAKING**

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

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

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

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

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

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

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

**SIGNED:**

**NAME:**

**DATE OF SIGNATURE:**

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**Schedule 8 – Staff Transfer – “TUPE”**

Not applicable

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**Schedule 9 – Commercially Sensitive Information**

None identified

**Schedule 10 – Variation Notice – Request for Variation**

**1 General principles of the Variation Procedure**

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

**2 Costs**

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

### **3 Change Authorisation**

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

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**Schedule 11 – Exit Management - N/A**

**Schedule 12 Processing, Personal Data and Data Subjects - NONE IDENTIFIED - N/A**

1. The Supplier shall comply with any further written instructions with respect to processing by the Client.
2. Any such further instructions shall be incorporated into this Schedule.

Description	Details
Subject matter of the processing	<i>[This should be a high level, short description of what the processing is about i.e. its subject matter]</i>
Duration of the processing	<i>[Clearly set out the duration of the processing including dates]</i>
Nature and purposes of the processing	<p><i>[Please be as specific as possible, but make sure that you cover all intended purposes.</i></p> <p><i>The nature of the processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) etc.</i></p> <p><i>The purpose might include: employment processing, statutory obligation, recruitment assessment etc]</i></p>
Type of Personal Data	<i>[Examples here include: name, address, date of birth, NI number, telephone number, pay, images, biometric data etc]</i>
Categories of Data Subject	<i>[Examples include: Staff (including volunteers, agents, and temporary workers), Clients/ clients, suppliers, patients, students / pupils, members of the public, users of a particular website etc]</i>
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	<i>[Describe how long the data will be retained for, how it be returned or destroyed]</i>



APPENDIX A VARIATION REQUEST FORM

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



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: .....



## APPENDIX C TABLE OF POLICIES

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

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<p>Users ICT Security Policy (for all staff)</p>	<p>Security is required to counter threats from external penetration, internal users and environmental events beyond FSA control. Appropriate measures must be in place to control access, preserve the confidentiality, integrity and availability of data and protect each ICT system. In addition the Agency must ensure security standards are maintained to satisfy the requirements of legislation, the HMG Security Policy Framework and industry standards such as ISO27001. This policy defines the FSA security principles and measures to ensure employees understand their responsibilities, managers can identify what is expected of staff and auditors can ascertain that the correct measures are being applied.</p>	<ul style="list-style-type: none"> <li>- Passwords</li> <li>-Mobile Computing and Remote Access</li> <li>-Virtual Private Networks</li> <li>- Secure Data Storage</li> <li>-Data Backup and Recovery</li> <li>-Workstation Security</li> <li>-Encryption</li> <li>-Software Movements</li> <li>- Security of Equipment Off-Premises</li> <li>-Removal of Property</li> <li>-Secure Equipment Storage and Access</li> </ul>
<p>ICT Security Policy (for IT staff ONLY)</p>	<p>This policy is for ISTED staff only</p> <p>The purpose of the policy is as above but with greater detail and extended content in recognition of the increased system access ISTED staff require, and to ensure standards in the development/support/maintenance of our systems are met. It was recognised that detailing the principles that apply to both users and ISTED staff within one length security policy confused the key issues and areas of responsibility and alienated the user audience.</p>	<ul style="list-style-type: none"> <li>-Mobile Computing and Remote Access</li> <li>-Passwords</li> <li>-Network Security</li> <li>- Perimeter Management</li> <li>-Secure Data Storage</li> <li>-Data Backup and Recovery</li> <li>-Encryption</li> <li>-Agency Software</li> <li>-Software Rollout</li> <li>- Software &amp; Hardware Disposal</li> <li>- Software Movements</li> <li>-Software Audit</li> <li>-Patch Management</li> <li>- Equipment Security</li> <li>-Supporting Utilities</li> <li>-Cabling Security</li> <li>- Equipment Maintenance</li> <li>-Security of Equipment Off-Premises</li> <li>-Removal of Property</li> <li>-Secure Equipment Storage and Access</li> <li>-ICT Systems Security</li> <li>-Control of Development Environments</li> <li>-Change Control</li> <li>- Design and Acceptance of Development</li> <li>-Contingency Planning</li> <li>-Technical Compliance Checking</li> <li>-Technical Review of Operating System Changes</li> </ul>
<p>Mobile Voice and Data Policy</p>	<p>The FSA did not have policy for the supply of mobile voice and data tools for Agency staff e.g. Laptops and Blackberries. A policy was needed to allow potential suppliers to give an accurate quote for services, driving better value for money for the FSA. The policy was developed to maximise the efficiency of the mobile voice and data contracts by ensuring that the right people have the right equipment to fulfil their roles. The policy sets out criteria by which these tools are issued together with the principle that each user will be issued with only one mobile data contract.</p>	<ul style="list-style-type: none"> <li>-Definition of FSA Remote working tools</li> <li>-Connectivity options</li> <li>- Computer Equipment</li> <li>-Who is eligible</li> <li>-Roles &amp; responsibilities</li> </ul>

