

Award Form

Consumer Insights Tracker



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

1.	Buyer	Food Standards Ager Its offices are on: Clive House 70 Petty France London SW1H 9EX	ncy (the Buyer).
2.	Supplier	Name: Address: Registration number:	YouGov 50 Featherstone Street London UK EC1Y 8RT 03607311
3.	Contract	Deliverables. This opportunity is ad	n the Buyer and the Supplier is for the supply of vertised in the Contract Notice in Find A Tender, 0-008522 (FTS Contract Notice).
4.	Contract reference	FS900280/ C153131	
5.	Deliverables	See Schedule 2 (Spe	cification) for further details.
6.	Buyer Cause	manner as may be re-	le complete and accurate information in a timely asonably required by the Supplier or failure to coin matters reasonably required relating to the
7.	Collaborative working principles	The Collaborative Wo Contract.	rking Principles do not apply to this



8.	Financial Transparency Objectives	The Financial Transparency Objectives do not apply to this Contract See Clause 6.3 for further details.
9.	Start Date	08/06/2023
10.	Expiry Date	31/03/2026 Break Clause – An annual break clause is inserted into the Contract which can be implemented by the Buyer at the end of the first contract year (31/03/2024) and the end of the second contract year (31/03/2025). Prior to the end of each Contract year, the Buyer shall confirm agreement to proceed or whether the Break Clause will be implemented.
11.	Extension Period	N/A
12.	Ending the Contract without a reason	The Buyer shall be able to terminate the Contract in accordance with Clause 14.3. Provided that the amount of notice that the Buyer shall give to terminate in Clause 14.3 shall be 90 days.
13.	Incorporated Terms (together these documents form the "the Contract")	 The following documents are incorporated into the Contract. Where numbers are missing we are not using these Schedules. If the documents conflict, the following order of precedence applies: 1. This Award Form 2. Any Special Terms (see Section 14 (Special Terms) in this Award Form) 3. Core Terms 4. Schedule 36 (Intellectual Property Rights) 5. Schedule 1 (Definitions) 6. Schedule 6 (Transparency Reports) 7. Schedule 20 (Processing Data) 8. The following Schedules (in equal order of precedence): 8.1 Schedule 2 (Specification)



- 8.2 Schedule 3 (Charges)
- 8.3 Schedule 5 (Commercially Sensitive Information)
- 8.4 Schedule 7 (Staff Transfer) Not Used
- 8.5 Schedule 8 (Implementation Plan & Testing) Not Used
- 8.6 Schedule 9 (Installation Works) Not Used
- 8.7 Schedule 10 (Service Levels) Not Used
- 8.8 Schedule 11 (Continuous Improvement) Not Used
- 8.9 Schedule 12 (Benchmarking) Not Used
- 8.10 Schedule 13 (Contract Management)
- 8.11 Schedule 14 (Business Continuity and Disaster Recovery) Not Used
- 8.12 Schedule 15 (Minimum Standards of Reliability) Not Used
- 8.13 Schedule 16 (Security)
- 8.14 Schedule 17 (Service Recipients) Not Used
- 8.15 Schedule 18 (Supply Chain Visibility) Not Used
- 8.16 Schedule 19 (Cyber Essentials Scheme) Not Used
- 8.17 Schedule 21 (Variation Form)
- 8.18 Schedule 22 (Insurance Requirements)
- 8.19 Schedule 23 (Guarantee) Not Used
- 8.20 Schedule 24 (Financial Difficulties) Not Used
- 8.21 Schedule 25 (Rectification Plan) Not Used
- 8.22 Schedule 26 (Sustainability)
- 8.23 Schedule 27 (Key Subcontractors)
- 8.24 Schedule 28 (ICT Services) Not Used
- 8.25 Schedule 28A (Agile Development Additional Terms) Not Used
- 8.26 Schedule 29 (Key Supplier Staff)
- 8.27 Schedule 30 (Exit Management) Not Used
- 8.28 Schedule 32 (Background Checks)
- 8.29 Schedule 33 (Scottish Law) Not Used
- 8.30 Schedule 34 (Northern Ireland Law) Not Used
- 8.31 Schedule 35 (Lease Terms) Not Used



8.32 Schedule 37 (Corporate Resolution Planning Information) – Not used

9. Schedule 4 (Tender), unless any part of the Tender offers a better commercial position for the Buyer (as decided by the Buyer, in its absolute discretion), in which case that aspect of the Tender will take precedence over the documents above.

14. Special Terms

Special Term 1 -

The Deliverables shall be the result of careful analysis and shall have been subject to thorough checks by or on behalf of the Supplier. To the Supplier's knowledge, the Deliverables shall be accurate in the case of quantitative data but will be subject to the usual statistical norms and variables which apply to market research and will be capable of subjective interpretation. When seeking to rely on the Services or a Deliverable, the Buyer acknowledges these factors and that the Supplier cannot be liable for the views expressed by respondents, either individually or as contained within the respective dataset. Subject always to the Supplier's responsibilities and obligations set out in this Contract, the Buyer accepts that the Supplier cannot be liable for the consequences of any action taken by the Buyer or any third party based on its interpretation of the views expressed by respondents delivered to the Buyer by the Supplier under this Contract.

Neither the Services nor any Deliverables contain personal data and the Buyer undertakes that it will not (nor attempt), alone or using a third party, to re-identify any individuals or otherwise create personal data using those materials (whether in combination with other data or otherwise).

The Buyer may publish, communicate and make available to the public or third parties, via any means, press releases and other documents relating to the Services (**Public Document**) but Supplier advises that the Buyer sends a draft of the Public Document to the Supplier's email address as shown in the Contract for which the Supplier will review and respond with amendments (if any) and approval within an agreed timeframe but no longer than a reasonable time. If for any reason a Public Document is made public without the Supplier's prior approval, the Supplier reserves the right to issue a press release or equivalent statement with a version of the Public Document incorporating the Supplier's corrections. The Client acknowledges that the Supplier is a member of various market research industry bodies, including but not limited to the UK British Polling Council. The Supplier may publish data relating to a Public Document on the Supplier's online platform where such industry bodies require the Supplier to do so.



15.	Sustainability	The Supplier agrees, in providing the Deliverables and performing its obligations under the Contract, that it will comply with Schedule 26 (Sustainability).
16.	Buyer's Environmental Policy	FSA Environmental Sustainability Strategy
17.	Social Value Commitment	The Supplier agrees, in providing the Deliverables and performing its obligations under the Contract, to deliver the Social Value outcomes in Schedule 4 (Tender) and provide the Social Value Reports as set out in Schedule 26 (Sustainability)
18.	Buyer's Security Policy	Schedule 16 (Security)
19.	Commercially Sensitive Information	Supplier's Commercially Sensitive Information: Schedule 5 (Commercially Sensitive Information)
20.	Charges	Details in Schedule 3 (Charges)
21.	Reimbursable expenses	Recoverable as set out in Schedule 3 (Charges)
22.	Payment method	All invoices must be sent, quoting a valid purchase order number (PO Number), to: Accounts-Payable.fsa@gov.sscl.com Within 10 working days of receipt of your countersigned copy of this letter, we will send you a unique PO Number. You must be in receipt of a valid PO Number before submitting an invoice. To avoid delay in payment it is important that the invoice is compliant and that it includes a valid PO Number, PO Number item number (if applicable) and the details (name and telephone number) of your Buyer contact (i.e. Contract Manager). Non-compliant invoices will be sent back to you, which may lead to a delay in payment.



23.	Service Levels	Not applicable
24.	Insurance	Details in Annex of Schedule 22 (Insurance Requirements).
25.	Liability	In accordance with Clause 15.1 each Party's total aggregate liability in each Contract Year under the Contract (whether in tort, contract or otherwise) is no more than the greater of 150 % of the Estimated Yearly Charges In accordance with Clause 15.5, the Supplier's total aggregate liability in each Contract Year under Clause 18.8.5 is no more than the Data Protection Liability, being £10million
26.	Cyber Essentials Certification	Cyber Essentials Scheme Plus] Certificate (or equivalent).
27.	Progress Meetings and Progress Reports	See Schedule 4 (Tender)
28.	Guarantee	Not applicable
29.	Virtual Library	Not applicable
30.	Supplier Contract Manager	
31.	Supplier Authorised Representative	
32.	Supplier Compliance Officer	Not Used



33.	Supplier Data Protection Officer	
34.	Supplier Marketing Contact	Not used
35.	Key Subcontractors	N/A
36.	Buyer Authorised Representative	

For and on b	ehalf of the Supplier:	For and on be	half of the Buyer:
Signature:		Signature:	
Name:	72 27	Name:	
Role:		Role:	



7 th June 2023 Date:

Core Terms – Mid-tier

- 1. Definitions used in the contract
- 1.1 Interpret this Contract using Schedule 1 (Definitions).
- 2. How the contract works



- 2.1 If the Buyer decides to buy Deliverables under the Contract it must state its requirements using the Award Form. If allowed by the Regulations, the Buyer can:
- 2.1.1 make changes to the Award Form;
- 2.1.2 create new Schedules;
- 2.1.3 exclude optional template Schedules; and
- 2.1.4 use Special Terms in the Award Form to add or change terms.
- 2.2 The Contract:
- 2.2.1 is between the Supplier and the Buyer; and
- 2.2.2 includes Core Terms, Schedules and any other changes or items in the completed Award Form.
- 2.3 The Supplier acknowledges it has all the information required to perform its obligations under the Contract before entering into it. When information is provided by the Buyer no warranty of its accuracy is given to the Supplier.
- 2.4 The Supplier acknowledges that, subject to the Allowable Assumptions set out in Annex 2 of Schedule 3 (Charges) (if any), it has satisfied itself of all details relating to:
- 2.4.1 the Buyer's requirements for the Deliverables;
- 2.4.2 the Buyer's operating processes and working methods; and
- 2.4.3 the ownership and fitness for purpose of the Buyer Assets,
- 2.5 and it has it has advised the Buyer in writing of:
- 2.5.1 each aspect, if any, of the Buyer's requirements for the Deliverables, operating processes and working methods that is not suitable for the provision of the Services;
- 2.5.2 the actions needed to remedy each such unsuitable aspect; and
- 2.5.3 a timetable for and, to the extent that such costs are to be payable to the Supplier, the costs of those actions,
- 2.5.4 and such actions, timetable and costs are fully reflected in this Contract.
- 2.5.5



- 2.6 The Supplier won't be excused from any obligation, or be entitled to additional Costs or Charges because it failed to either:
- 2.6.1 verify the accuracy of the Due Diligence Information; and
- 2.6.2 properly perform its own adequate checks.
- 2.7 The Buyer will not be liable for errors, omissions or misrepresentation of any information.
- 2.8 The Supplier warrants and represents that all statements made and documents submitted as part of the procurement of Deliverables are and remain true and accurate.
- 3. What needs to be delivered
- 3.1 All deliverables
- 3.1.1 The Supplier must provide Deliverables:
- a) that comply with the Specification, the Tender Response and the Contract;
- b) using reasonable skill and care;
- c) using Good Industry Practice;
- d) using its own policies, processes and internal quality control measures as long as they don't conflict with the Contract;
- e) on the dates agreed; and
- f) that comply with Law.
- 3.1.2 (not used)
- 3.1.3 Where the Award Form states that the Collaborative Working Principles will apply, the Supplier must co-operate and provide reasonable assistance to any Buyer Third Party notified to the Supplier by the Buyer from time to time and act at all times in accordance with the following principles:
- a) proactively leading on, mitigating and contributing to the resolution of problems or issues irrespective of its contractual obligations, acting in accordance with the principle of "fix first, settle later";
- b) being open, transparent and responsive in sharing relevant and accurate information with Buyer Third Parties;



- c) where reasonable, adopting common working practices, terminology, standards and technology and a collaborative approach to service development and resourcing with Buyer Third Parties;
- d) providing reasonable cooperation, support, information and assistance to Buyer Third Parties in a proactive, transparent and open way and in a spirit of trust and mutual confidence; and
- e) identifying, implementing and capitalising on opportunities to improve deliverables and deliver better solutions and performance throughout the relationship lifecycle.
- 3.2 Goods clauses
- 3.2.1 All Goods delivered must be new, or as new if recycled, unused and of recent origin.
- 3.2.2 All manufacturer warranties covering the Goods must be assignable to the Buyer on request and for free.
- 3.2.3 The Supplier transfers ownership of the Goods on Delivery or payment for those Goods, whichever is earlier.
- 3.2.4 Risk in the Goods transfers to the Buyer on Delivery of the Goods, but remains with the Supplier if the Buyer notices damage following Delivery and lets the Supplier know within 3 Working Days of Delivery.
- 3.2.5 The Supplier warrants that it has full and unrestricted ownership of the Goods at the time of transfer of ownership.
- 3.2.6 The Supplier must deliver the Goods on the date and to the specified location during the Buyer's working hours.
- 3.2.7 The Supplier must provide sufficient packaging for the Goods to reach the point of Delivery safely and undamaged.
- 3.2.8 All deliveries must have a delivery note attached that specifies the order number, type and quantity of Goods.
- 3.2.9 The Supplier must provide all tools, information and instructions the Buyer needs to make use of the Goods.
- 3.2.10 The Supplier must indemnify the Buyer against the costs of any Recall of the Goods and give notice of actual or anticipated action about the Recall of the Goods.



- 3.2.11 The Buyer can cancel any order or part order of Goods which has not been Delivered. If the Buyer gives less than 14 days' notice then it will pay the Supplier's reasonable and proven costs already incurred on the cancelled order as long as the Supplier uses all reasonable endeavours to minimise these costs.
- 3.2.12 The Supplier must at its own cost repair, replace, refund or substitute (at the Buyer's option and request) any Goods that the Buyer rejects because they don't conform with Clause 3. If the Supplier doesn't do this it will pay the Buyer's costs including repair or re-supply by a third party.

3.3 Services clauses

- 3.3.1 Late Delivery of the Services will be a Default of the Contract, except that the Buyer acknowledges and accepts that timely delivery is subject to the Buyer cooperating with YouGov in a timely manner and that completion of fieldwork is dependent on response rates, which the Supplier cannot control. In the event of a delay for reasons beyond the Supplier's reasonable control, the parties will cooperate in good faith to agree a revised timeframe for delivery.
- 3.3.2 The Supplier must co-operate with the Buyer and third party suppliers on all aspects connected with the Delivery of the Services and ensure that Supplier Staff comply with any reasonable instructions of the Buyer or third party suppliers.
- 3.3.3 The Supplier must at its own risk and expense provide all Supplier Equipment required to Deliver the Services.
- 3.3.4 The Supplier must allocate sufficient resources and appropriate expertise to the Contract.
- 3.3.5 The Supplier must take all reasonable care to ensure performance does not disrupt the Buyer's operations, employees or other contractors.
- 3.3.6 The Supplier must ensure all Services, and anything used to Deliver the Services, are of good quality and free from defects.
- 3.3.7 The Buyer is entitled to withhold payment for partially or undelivered Services, but doing so does not stop it from using its other rights under the Contract.

4. Pricing and payments

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



- 4.2.1 exclude VAT, which is payable on provision of a valid VAT invoice; and
- 4.2.2 include all costs connected with the Supply of Deliverables.
- 4.3 The Buyer must pay the Supplier the Charges within 30 days of receipt by the Buyer of a valid, undisputed invoice, in cleared funds using the payment method and details stated in the Award Form.
- 4.4 A Supplier invoice is only valid if it:
- 4.4.1 includes all appropriate references including the Contract reference number and other details reasonably requested by the Buyer; and
- 4.4.2 includes a detailed breakdown of Delivered Deliverables and Milestone(s) (if any).
- 4.5 The Buyer may retain or set-off payment of any amount owed to it by the Supplier under this Contract or any other agreement between the Supplier and the Buyer if notice and reasons are provided.
- 4.6 The Supplier must ensure that all Subcontractors are paid, in full, within 30 days of receipt of a valid, undisputed invoice. If this does not happen, the Buyer can publish the details of the late payment or non-payment.
- 4.7 The Supplier has no right of set-off, counterclaim, discount or abatement unless they're ordered to do so by a court.
- 5. The buyer's obligations to the supplier
- 5.1 If Supplier Non-Performance arises from a Buyer Cause:
- 5.1.1 the Buyer cannot terminate the Contract under Clause 14.4.1;
- 5.1.2 the Supplier is entitled to reasonable and proven additional expenses and to relief from Delay Payments, liability and Deduction under this Contract;
- 5.1.3 the Supplier is entitled to additional time needed to make the Delivery;
- 5.1.4 the Supplier cannot suspend the ongoing supply of Deliverables.
- 5.2 Clause 5.1 only applies if the Supplier:
- 5.2.1 gives notice to the Buyer of the Buyer Cause within 10 Working Days of becoming aware;



- 5.2.2 demonstrates that the Supplier Non-Performance only happened because of the Buyer Cause; and
- 5.2.3 mitigated the impact of the Buyer Cause.

6. Record keeping and reporting

- 6.1 The Supplier must attend Progress Meetings with the Buyer and provide Progress Reports when specified in the Award Form.
- 6.2 The Supplier must keep and maintain full and accurate records and accounts in respect of the Contract during the Contract Period and for 6 years after the End Date and in accordance with the UK GDPR or the EU GDPR as the context requires, including the records and accounts which the Buyer has a right to Audit.
- 6.3 Where the Award Form states that the Financial Transparency Objectives apply, the Supplier must co-operate with the Buyer to achieve the Financial Transparency Objectives and, to this end, will provide a Financial Report to the Buyer:
- 6.3.1 on or before the Start Date;
- 6.3.2 at the end of each Contract Year; and
- 6.3.3 within 6 Months of the end of the Contract Period,

and the Supplier must meet with the Buyer if requested within 10 Working Days of the Buyer receiving a Financial Report.

- 6.5 If the Supplier becomes aware of an event that has occurred or is likely to occur in the future which will have a material effect on the:
- 6.5.1 Supplier's currently incurred or forecast future Costs; and
- 6.5.2 forecast Charges for the remainder of the Contract,

then the Supplier must notify the Buyer in writing as soon as practicable setting out the actual or anticipated effect of the event.

- 6.6 The Supplier must allow any Auditor access to their premises and the Buyer will use reasonable endeavours to ensure that any Auditor:
- 6.6.1 complies with the Supplier's operating procedures; and
- 6.6.2 does not unreasonably disrupt the Supplier or its provision of the Deliverables.



- 6.7 During an Audit, the Supplier must provide information to the Auditor and reasonable co-operation at their request including access to:
- 6.7.1 all information within the permitted scope of the Audit;
- 6.7.2 any Sites, equipment and the Supplier's ICT system used in the performance of the Contract; and
- 6.7.3 the Supplier Staff.
- 6.8 The Parties will bear their own costs when an Audit is undertaken unless the Audit identifies a material Default by the Supplier, in which case the Supplier will repay the Buyer's reasonable costs in connection with the Audit.
- 6.9 The Supplier must comply with the Buyer's reasonable instructions following an Audit, including:
- 6.9.1 correcting any identified Default;
- 6.9.2 rectifying any error identified in a Financial Report; and
- 6.9.3 repaying any Charges that the Buyer has overpaid.
- 6.10 If the Supplier is not providing any of the Deliverables, or is unable to provide them, it must immediately:
- 6.10.1 tell the Buyer and give reasons;
- 6.10.2 propose corrective action; and
- 6.10.3 provide a deadline for completing the corrective action.
- 6.11 Except where an Audit is imposed on the Buyer by a regulatory body or where the Buyer has reasonable grounds for believing that the Supplier has not complied with its obligations under this Contract, the Buyer may not conduct an Audit of the Supplier or of the same Key Subcontractor more than once in any Contract Year.

7. Supplier staff

- 7.1 The Supplier Staff involved in the performance of the Contract must:
- 7.1.1 be appropriately trained and qualified;
- 7.1.2 be vetted using Good Industry Practice and the Security Policy; and
- 7.1.3 comply with all conduct requirements when on the Buyer's Premises.



- 7.2 Where the Buyer decides one of the Supplier's Staff is not suitable to work on the Contract, the Supplier must replace them with a suitably qualified alternative.
- 7.3 If requested, the Supplier must replace any person whose acts or omissions have caused the Supplier to breach Clauses 31.1 to 31.4.
- 7.4 The Supplier must provide a list of Supplier Staff needing to access the Buyer's Premises and say why access is required.
- 7.5 The Supplier indemnifies the Buyer against all claims brought by any person employed by the Supplier caused by an act or omission of the Supplier or any Supplier Staff.

8. Supply chain

- 8.1 Appointing Subcontractors
- 8.1.1 The Supplier must exercise due skill and care when it selects and appoints Subcontractors to ensure that the Supplier is able to:
- a) manage Subcontractors in accordance with Good Industry Practice;
- b) comply with its obligations under this Contract; and
- c) assign, novate or transfer its rights and/or obligations under the Sub Contract that relate exclusively to this Contract to the Buyer or a Replacement Supplier.
- 8.2 Mandatory provisions in Sub-Contracts
- 8.2.1 The Supplier will ensure that all Sub Contracts in the Supplier's supply chain entered into after the Effective Date wholly or substantially for the purpose of performing or contributing to the performance of the whole or any part of this Contract contain provisions that:
- a) allow the Supplier to terminate the Sub Contract if the Subcontractor fails to comply with its obligations in respect of environmental, social, equality or employment Law;
- b) require the Supplier to pay all Subcontractors in full, within 30 days of receiving a valid, undisputed invoice; and
- c) allow the Buyer to publish the details of the late payment or non-payment if this 30-day limit is exceeded.



- 8.2.2 The Supplier will take reasonable endeavours to ensure that all Sub Contracts in the Supplier's supply chain entered into before the Effective Date but made wholly or substantially for the purpose of performing or contributing to the performance of the whole or any part of this Contract contain provisions that:
- a) allow the Supplier to terminate the Sub Contract if the Subcontractor fails to comply with its obligations in respect of environmental, social, equality or employment Law;
- b) require the Supplier to pay all Subcontractors in full, within 30 days of receiving a valid, undisputed invoice; and
- c) allow the Buyer to publish the details of the late payment or non-payment if this 30-day limit is exceeded.
- 8.3 When Sub-Contracts can be ended
- 8.3.1 At the Buyer's request, the Supplier must terminate any Sub-Contracts in any of the following events:
- a) there is a Change of Control of a Subcontractor which isn't pre-approved by the Buyer in writing;
- b) the acts or omissions of the Subcontractor have caused or materially contributed to a right of termination under Clause 14.4;
- c) a Subcontractor or its Affiliates embarrasses or brings into disrepute or diminishes the public trust in the Buyer;
- d) the Subcontractor fails to comply with its obligations in respect of environmental, social, equality or employment Law; and/or
- e) the Buyer has found grounds to exclude the Subcontractor in accordance with Regulation 57 of the Public Contracts Regulations 2015.
- 8.4 (not used)
- 8.5 Ongoing responsibility of the Supplier
- 8.5.1 The Supplier is responsible for all acts and omissions of its Subcontractors and those employed or engaged by them as if they were its own.
- 9. Rights and protection
- 9.1 The Supplier warrants and represents that:



- 9.1.1 it has full capacity and authority to enter into and to perform the Contract;
- 9.1.2 the Contract is executed by its authorised representative;
- 9.1.3 it is a legally valid and existing organisation incorporated in the place it was formed:
- 9.1.4 there are no known legal or regulatory actions or investigations before any court, administrative body or arbitration tribunal pending or threatened against it or its Affiliates that might affect its ability to perform the Contract;
- 9.1.5 all necessary rights, authorisations, licences and consents (including in relation to IPRs) are in place to enable the Supplier to perform its obligations under the Contract and for the Buyer to receive the Deliverables;
- 9.1.6 it doesn't have any contractual obligations which are likely to have a material adverse effect on its ability to perform the Contract;
- 9.1.7 it is not impacted by an Insolvency Event or a Financial Distress Event; and
- 9.1.8 neither it nor, to the best of its knowledge the Supplier Staff, have committed a Prohibited Act prior to the Start Date or been subject to an investigation relating to a Prohibited Act.
- 9.2 The warranties and representations in Clauses 2.7 and 9.1 are repeated each time the Supplier provides Deliverables under the Contract.
- 9.3 The Supplier indemnifies the Buyer against each of the following:
- 9.3.1 wilful misconduct of the Supplier, Subcontractor and Supplier Staff that impacts the Contract; and
- 9.3.2 non-payment by the Supplier of any tax or National Insurance.
- 9.4 All claims indemnified under this Contract must use Clause 30.
- 9.5 (not used)
- 9.6 If the Supplier becomes aware of a representation or warranty that becomes untrue or misleading, it must immediately notify the Buyer.
- 9.7 All third party warranties and indemnities covering the Deliverables must be assigned for the Buyer's benefit by the Supplier.
- 10. Intellectual Property Rights (IPRs)



- 10.1 The Parties agree that the terms set out in Schedule 36 (Intellectual Property Rights) shall apply to this Contract.
- 10.1 If there is an IPR Claim, the Supplier indemnifies the Buyer against all losses, damages, costs or expenses (including professional fees and fines) incurred as a result.
- 10.1 If an IPR Claim is made or anticipated the Supplier must at its own expense and the Buyer's sole option, either:
- 10.1.1 obtain for the Buyer the rights to continue using the relevant item without infringing any third party IPR; or
- 10.1.2 replace or modify the relevant item with substitutes that don't infringe IPR without adversely affecting the functionality or performance of the Deliverables.
- 10.2 In no event shall the Supplier be liable to the Buyer under the indemnity given in this clause 10 to the extent that the alleged infringement is based on: (a) a modification of the IPR by anyone other than the Supplier or its representatives; or (b) the Buyer's use of the IPR after it has received notice of the IPR Claim.
- 10.3 If the Buyer requires that the Supplier procures a licence in accordance with Schedule 36 or to modify or replace an item pursuant to Schedule 36, but this has not avoided or resolved the IPR Claim, then the Buyer may terminate this Contract by written notice with immediate effect without any additional liability to the Buyer except to refund any fees that have been paid in advance and relate to future Services which will not be provided to the Buyer due to the Contract's termination.

11. Rectifying issues

- 11.1 If there is a Notifiable Default, the Supplier must notify the Buyer within 3 Working Days of the Supplier becoming aware of the Notifiable Default and the Buyer may request that the Supplier provide a Rectification Plan within 10 Working Days of the Buyer's request alongside any additional documentation that the Buyer requires.
- 11.2 When the Buyer receives a requested Rectification Plan it can either:
- 11.2.1 reject the Rectification Plan or revised Rectification Plan giving reasons; or
- 11.2.2 accept the Rectification Plan or revised Rectification Plan (without limiting its rights) in which case the Supplier must immediately start work on the actions in the Rectification Plan at its own cost.



- 11.3 Where the Rectification Plan or revised Rectification Plan is rejected, the Buyer:
- 11.3.1 will give reasonable grounds for its decision; and
- 11.3.2 may request that the Supplier provides a revised Rectification Plan within 5 Working Days.

12. **Escalating issues**

- 12.1 If the Supplier fails to:
- 12.1.1 submit a Rectification Plan or a revised Rectification Plan within the timescales set out in Clauses 11.1 or 11.3; and
- 12.1.2 adhere to the timescales set out in an accepted Rectification Plan to resolve the Notifiable Default.

or if the Buyer otherwise rejects a Rectification Plan, the Buyer can require the Supplier to attend an Escalation Meeting on not less than 5 Working Days' notice. The Buyer will determine the location, time and duration of the Escalation Meeting(s) and the Supplier must ensure that the Supplier Authorised Representative is available to attend.

- 12.2 The Escalation Meeting(s) will continue until the Buyer is satisfied that the Notifiable Default has been resolved, however, where an Escalation Meeting(s) has continued for more than 5 Working Days, either Party may treat the matter as a Dispute to be handled through the Dispute Resolution Procedure.
- 12.3 If the Supplier is in Default of any of its obligations under this Clause 12, the Buyer shall be entitled to terminate this Agreement and the consequences of termination set out in Clause 14.5.1 shall apply as if the contract were terminated under Clause 14.4.1.

13. **(Not used)**

14. Ending the contract

- 14.1 The Contract takes effect on the Start Date and ends on the End Date or earlier if terminated under this Clause 14 or if required by Law.
- 14.2 The Buyer can extend the Contract for the Extension Period by giving the Supplier written notice before the Contract expires as described in the Award Form.
- 14.3 Ending the contract without a reason



- 14.3.1 The Buyer has the right to terminate the Contract at any time without reason or (unless the Award Form states something different) liability by giving the Supplier not less than 90 days' notice (unless a different notice period is set out in the Award Form) and if it's terminated Clauses 14.5.1b) to 14.5.1h) applies.
- 14.4 When the Buyer can end the Contract
- 14.4.1 If any of the following events happen, the Buyer has the right to immediately terminate the Contract by issuing a Termination Notice to the Supplier:
- a) there's a Supplier Insolvency Event;
- b) the Supplier fails to notify the Buyer in writing of any Occasion of Tax Non Compliance
- c) there's a Notifiable Default that is not corrected in line with an accepted Rectification Plan;
- d) the Buyer rejects a Rectification Plan or the Supplier does not provide it within 10 days of the request;
- e) there's any material Default of the Contract;
- f) a Default that occurs and then continues to occur on one or more occasions within 6 Months following the Buyer serving a warning notice on the Supplier that it may terminate for persistent breach of the Contract;
- g) there's a Default of Clauses 2.7, 10, 12, 18, 19, 31, 36, Schedule 19 (Cyber Essentials) (where applicable) or Schedule 36 (Intellectual Property Rights) relating to the Contract;
- h) there's a Change of Control of the Supplier which isn't pre-approved by the Buyer in writing;
- i) the Buyer discovers that the Supplier was in one of the situations in 57 (1) or 57(2) of the Regulations at the time the Contract was awarded;
- j) the Supplier or its Affiliates embarrass or bring the Buyer into disrepute or diminish the public trust in them; or
- k) the Supplier fails to comply with its legal obligations in the fields of environmental, social, equality or employment Law when providing the Deliverables.
- 14.4.2 The Buyer also has the right to terminate the Contract in accordance with Clause 24.3, Paragraph 4.1 of Schedule 37 (Corporate Resolution Planning) (where



applicable) and Paragraph 7 of Schedule 24 (Financial Difficulties) (where applicable).

- 14.4.3 If any of the events in 73 (1) (a) or (b) of the Regulations happen, the Buyer has the right to immediately terminate the Contract and Clauses 14.5.1b) to 14.5.1h) applies.
- 14.5 What happens if the contract ends
- 14.5.1 Where the Buyer terminates the Contract under Clauses 14.4.1 and 9.5, Paragraph 4.1 of Schedule 37 (Corporate Resolution Planning) (where applicable) or Paragraph 7 of Schedule 24 (Financial Difficulties) (where applicable). all of the following apply:
- a) The Supplier is responsible for the Buyer's reasonable costs of procuring Replacement Deliverables for the rest of the Contract Period.
- b) The Buyer's payment obligations under the terminated Contract stop immediately.
- c) Accumulated rights of the Parties are not affected.
- d) The Supplier must promptly delete or return the Government Data except where required to retain copies by Law.
- e) The Supplier must promptly return any of the Buyer's property provided under the terminated Contract.
- f) The Supplier must, at no cost to the Buyer, co-operate fully in the handover and re-procurement (including to a Replacement Supplier) provided that the Supplier's Confidential Information and Supplier Existing IPR shall not be disclosed by either party to any Replacement Supplier.
- g) The Supplier must repay to the Buyer all the Charges that it has been paid in advance for Deliverables that it has not provided as at the date of termination or expiry.
- h) The following Clauses survive the termination of the Contract: 3.2.10, 6, 7.2, 10, 15, 18, 19, 20, 21, 22, 39, 40, Schedule 36 (Intellectual Property Rights) and any Clauses and Schedules which are expressly or by implication intended to continue.
- 14.5.2 If either Party terminates the Contract under Clause 24.3:
- a) each party must cover its own Losses; and



- b) Clauses 14.5.1b) to 14.5.1h) applies.
- 14.6 When the Supplier can end the contract
- 14.6.1 The Supplier can issue a Reminder Notice if the Buyer does not pay an undisputed invoice on time. The Supplier can terminate the Contract if the Buyer fails to pay an undisputed invoiced sum within 30 days of the date of the Reminder Notice.
- 14.6.2 The Supplier also has the right to terminate the Contract in accordance with Clauses 24.3 and 27.5.
- 14.6.3 The Supplier also has the right to terminate the Contract if the Buyer commits any material breach of the Contract which cannot be remedied, or commits any material breach of the Contract which can be remedied and fails to remedy that breach within 30 days after receipt of written notice.
- 14.6.3 Where the Buyer terminates the Contract under Clause 14.3 or the Supplier terminates the Contract under Clause 14.6.1 or 27.5:
- a) the Buyer must promptly pay all outstanding Charges incurred to the Supplier;
- b) Clauses 14.5.1(b)) to 14.5.1(h) apply.
- 14.7 Partially ending and suspending the contract
- 14.7.1 Where the Buyer has the right to terminate the Contract it can terminate or suspend (for any period), all or part of it. If the Buyer suspends the Contract it can provide the Deliverables itself or buy them from a third party.
- 14.7.2 The Buyer can only partially terminate or suspend the Contract if the remaining parts of the Contract can still be used to effectively deliver the intended purpose.
- 14.7.3 The Parties must agree any necessary Variation required by this Clause 14.7 using the Variation Procedure, but the Supplier may not either:
- a) reject the Variation; or
- b) increase the Charges, except where the right to partial termination is under Clause 14.3.
- 14.7.4 The Buyer can still use other rights available, or subsequently available to it if it acts on its rights under this Clause 14.7.



15. How much you can be held responsible for

- 15.1 Each Party's total aggregate liability in each Contract Year under the Contract (whether in tort, contract or otherwise) is no more than 150% of the Estimated Yearly Charges unless specified otherwise in the Award Form.
- 15.2 Neither Party is liable to the other for:
- 15.2.1 any indirect Losses; and
- 15.2.2 Loss of profits, turnover, savings, business opportunities or damage to goodwill (in each case whether direct or indirect).
- 15.3 In spite of Clause 15.1, neither Party limits or excludes any of the following:
- 15.3.1 its liability for death or personal injury caused by its negligence, or that of its employees, agents or Subcontractors;
- 15.3.2 its liability for bribery or fraud or fraudulent misrepresentation by it or its employees; and
- 15.3.3 any liability that cannot be excluded or limited by Law.
- 15.4 In spite of Clause 15.1, the Supplier does not limit or exclude its liability for any indemnity given under Clauses 7.5, 9.3,16.3or Schedule 7 (Staff Transfer) of the Contract.
- 15.5 In spite of Clause 15.1 and 15.4, but subject to Clauses 15.2 and 15.3, the Supplier's total aggregate liability in each Contract Year under Clause 18.8.5 is no more than the Data Protection Liability Cap.
- 15.6 Each Party must use all reasonable endeavours to mitigate any Loss or damage which it suffers under or in connection with the Contract, including any indemnities.
- 15.7 When calculating the Supplier's liability under Clause 15.1 the following items will not be taken into consideration:
- 15.7.1 Deductions; and
- 15.7.2 any items specified in Clause 15.4.
- 15.8 If more than one Supplier is party to the Contract, each Supplier Party is fully responsible for both their own liabilities and the liabilities of the other Suppliers.



16. Obeying the law

- 16.1 The Supplier shall comply with the provisions of Schedule 26 (Sustainability).
- 16.2 The Supplier shall comply with the provisions of:
- 16.2.1 the Official Secrets Acts 1911 to 1989; and
- 16.2.2 section 182 of the Finance Act 1989.
- 16.3 The Supplier indemnifies the Buyer against any costs arising out of an action taken by a competent legal authority resulting from any Default by the Supplier relating to any applicable Law.

17. Insurance

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

18. **Data protection**

- 18.1 The Supplier must process Personal Data and ensure that Supplier Staff process Personal Data only in accordance with Schedule 20 (Processing Data).
- 18.2 The Supplier must not remove any ownership or security notices in or relating to the Government Data.
- 18.3 The Supplier must make accessible back-ups of all Government Data, stored in an agreed off-site location and send the Buyer copies every 6 Months.
- 18.4 The Supplier must ensure that any Supplier system holding any Government Data, including back-up data, is a secure system that complies with the Security Policy and any applicable Security Management Plan.
- 18.5 If at any time the Supplier suspects or has reason to believe that the Government Data is corrupted, lost or sufficiently degraded, then the Supplier must immediately notify the Buyer and suggest remedial action.
- 18.6 If the Government Data is corrupted, lost or sufficiently degraded so as to be unusable the Buyer may either or both:
- 18.6.1 tell the Supplier to restore or get restored Government Data as soon as practical but no later than 5 Working Days from the date that the Buyer receives notice, or the Supplier finds out about the issue, whichever is earlier; and



- 18.6.2 restore the Government Data itself or using a third party.
- 18.7 The Supplier must pay each Party's reasonable costs of complying with Clause 18.6 unless the Buyer is entirely at fault.
- 18.8 The Supplier:
- 18.8.1 must provide the Buyer with all Government Data in an agreed open format within 10 Working Days of a written request;
- 18.8.2 must have documented processes to guarantee prompt availability of Government Data if the Supplier stops trading;
- 18.8.3 must securely destroy all Storage Media that has held Government Data at the end of life of that media using Good Industry Practice;
- 18.8.4 securely erase all Government Data and any copies it holds when asked to do so by the Buyer unless required by Law to retain it; and
- 18.8.5 indemnifies the Buyer against any and all Losses incurred if the Supplier breaches Clause 18 or any Data Protection Legislation.
- 19. What you must keep confidential
- 19.1 Each Party must:
- 19.1.1 keep all Confidential Information it receives confidential and secure;
- 19.1.2 not disclose, use or exploit the Disclosing Party's Confidential Information without the Disclosing Party's prior written consent, except for the purposes anticipated under the Contract; and
- 19.1.3 immediately notify the Disclosing Party if it suspects unauthorised access, copying, use or disclosure of the Confidential Information.
- 19.2 In spite of Clause 19.1, a Party may disclose Confidential Information which it receives from the Disclosing Party in any of the following instances:
- 19.2.1 where disclosure is required by applicable Law, a regulatory body or a court with the relevant jurisdiction if the Recipient Party notifies the Disclosing Party of the full circumstances, the affected Confidential Information and extent of the disclosure;
- 19.2.2 if the Recipient Party already had the information without obligation of confidentiality before it was disclosed by the Disclosing Party;



- 19.2.3 if the information was given to it by a third party without obligation of confidentiality;
- 19.2.4 if the information was in the public domain at the time of the disclosure;
- 19.2.5 if the information was independently developed without access to the Disclosing Party's Confidential Information;
- 19.2.6 on a confidential basis, to its auditors or for the purpose of regulatory requirements;
- 19.2.7 on a confidential basis, to its professional advisers on a need-to-know basis; and
- 19.2.8 to the Serious Fraud Office where the Recipient Party has reasonable grounds to believe that the Disclosing Party is involved in activity that may be a criminal offence under the Bribery Act 2010.
- 19.3 The Supplier may disclose Confidential Information on a confidential basis to Supplier Staff on a need-to-know basis to allow the Supplier to meet its obligations under the Contract. The Supplier Staff must enter into a direct confidentiality agreement with the Buyer at its request.
- 19.4 The Buyer may disclose Confidential Information in any of the following cases:
- 19.4.1 on a confidential basis to the employees, agents, consultants and contractors of the Buyer;
- 19.4.2 on a confidential basis to any other Central Government Body, any successor body to a Central Government Body or any company that the Buyer transfers or proposes to transfer all or any part of its business to;
- 19.4.3 if the Buyer (acting reasonably) considers disclosure necessary or appropriate to carry out its public functions;
- 19.4.4 where requested by Parliament; and
- 19.4.5 under Clauses 4.6 and 20.
- 19.5 For the purposes of Clauses 19.2 to 19.4 references to disclosure on a confidential basis means disclosure under a confidentiality agreement or arrangement including terms as strict as those required in Clause 19.
- 19.6 Transparency Information and any Information which is exempt from disclosure by Clause 20 is not Confidential Information.



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

20. When you can share information

- 20.1 The Supplier must tell the Buyer within 48 hours if it receives a Request For Information.
- 20.2 In accordance with a reasonable timetable and in any event within 5 Working Days of a request from the Buyer, the Supplier must give the Buyer full co-operation and information needed so the Buyer can:
- 20.2.1 publish the Transparency Information;
- 20.2.2 comply with any Freedom of Information Act (FOIA) request; and
- 20.2.3 comply with any Environmental Information Regulations (EIR) request.
- 20.3 To the extent that it is allowed and practical to do so, the Buyer will use reasonable endeavours to notify the Supplier of a FOIA request and may talk to the Supplier to help it decide whether to publish information under Clause 20.1. However, the extent, content and format of the disclosure is the Buyer's decision in its absolute discretion.

21. Invalid parts of the contract

- 21.1 If any part of the Contract is prohibited by Law or judged by a court to be unlawful, void or unenforceable, it must be read as if it was removed from the Contract as much as required and rendered ineffective as far as possible without affecting the rest of the Contract, whether it's valid or enforceable.
- 21.2 If any removal under Clause 21.1 is so fundamental that it prevents the purpose of the Contract from being achieved or it materially changes the balance of risk and rewards between the Parties, either Party may give notice to the other Party requiring the Parties to commence good faith negotiations to rectify these issues and to amend the Contract accordingly so that, as amended, it is valid and enforceable, preserves the balance of risks and rewards in this Contract and, to the extent that it is reasonably possible, achieves the Parties' original commercial intention.
- 21.3 If the Parties cannot agree on what amendments are required within 5 Working Days, the matter will be dealt with via commercial negotiation as set out in



Clause 39.2 and, if there is no resolution within 30 Working Days of the matter being referred, the Contract will terminate automatically and immediately with costs lying where they fall.

22. No other terms apply

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

23. Other people's rights in the Contract

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

24. Circumstances beyond your control

- 24.1 Any Party affected by a Force Majeure Event is excused from performing its obligations under the Contract while the inability to perform continues, if it both:
- 24.1.1 provides a Force Majeure Notice to the other Party; and
- 24.1.2 uses all reasonable measures practical to reduce the impact of the Force Majeure Event.
- 24.2 Any failure or delay by the Supplier to perform its obligations under this Contract that is due to a failure or delay by an agent, Subcontractor or supplier will only be considered a Force Majeure Event if that third party is itself prevented from complying with an obligation to the Supplier due to a Force Majeure Event.
- 24.3 Either party can partially or fully terminate the Contract if the provision of the Deliverables is materially affected by a Force Majeure Event which lasts for 90 days continuously.

25. Relationships created by the contract

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

26. Giving up contract rights



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

27. Transferring responsibilities

- 27.1 The Supplier cannot assign, novate or in any other way dispose of the Contract or any part of it without the Buyer's written consent except that the Supplier may assign the Contract in connection with a merger, acquisition, or similar transaction involving all or substantially all of its assets, or as part of a group reorganization or similar corporate.
- 27.2 Subject to Schedule 27 (Key Subcontractors), the Supplier cannot subcontract the Contract or any part of it without the Buyer's prior written consent. The Supplier shall provide the Buyer with information about the Subcontractor as it reasonably requests. The decision of the Buyer to consent or not will not be unreasonably withheld or delayed. If the Buyer does not communicate a decision to the Supplier within 10 Working Days of the request for consent then its consent will be deemed to have been given. The Buyer may reasonably withhold its consent to the appointment of a Subcontractor if it considers that:
- 27.2.1 the appointment of a proposed Subcontractor may prejudice the provision of the Deliverables or may be contrary to its interests;
- 27.2.2 the proposed Subcontractor is unreliable and/or has not provided reliable goods and or reasonable services to its other customers; and/or
- 27.2.3 the proposed Subcontractor employs unfit persons
- 27.3 The Buyer can assign, novate or transfer its Contract or any part of it to any Crown Body, public or private sector body which performs the functions of the Buyer.
- 27.4 When the Buyer uses its rights under Clause 27.3 the Supplier must enter into a novation agreement in the form that the Buyer specifies.
- 27.5 The Supplier can terminate the Contract novated under Clause 27.3 to a private sector body that is experiencing an Insolvency Event.
- 27.6 The Supplier remains responsible for all acts and omissions of the Supplier Staff as if they were its own.
- 27.7 If at any time the Buyer asks the Supplier for details about Subcontractors, the Supplier must provide details of Subcontractors at all levels of the supply chain including:



- 27.7.1 their name;
- 27.7.2 the scope of their appointment; and
- 27.7.3 the duration of their appointment.

28. Changing the contract

- 28.1 Either Party can request a Variation to the Contract which is only effective if agreed in writing, including where it is set out in the Variation Form, and signed by both Parties.
- 28.2 The Supplier must provide an Impact Assessment either:
- 28.2.1 with the Variation Form, where the Supplier requests the Variation; and
- 28.2.2 within the time limits included in a Variation Form requested by the Buyer.
- 28.3 If the Variation to the Contract cannot be agreed or resolved by the Parties, the Buyer can either:
- 28.3.1 agree that the Contract continues without the Variation; and
- 28.3.2 refer the Dispute to be resolved using Clause 39 (Resolving Disputes).
- 28.4 The Buyer is not required to accept a Variation request made by the Supplier.
- 28.5 The Supplier may only reject a Variation requested by the Buyer if the Supplier:
- 28.5.1 reasonably believes that the Variation would materially and adversely affect the risks to the health and safety of any person or that it would result in the Deliverables being provided in a way that infringes any Law; or
- 28.5.2 demonstrates to the Buyer's reasonable satisfaction that the Variation is technically impossible to implement and that neither the Tender nor the Specification state that the Supplier has the required technical capacity or flexibility to implement the Variation.
- 28.7 If there is a General Change in Law or Specific Change in Law or one is likely to happen during the Contract Period the Supplier must give the Buyer notice of the likely effects of the changes as soon as reasonably practical. They must also say if they think any Variation is needed either to the Deliverables, the Charges or the Contract and provide evidence:



- 28.7.1 that the Supplier has kept costs as low as possible, including in Subcontractor costs; and
- 28.7.2 of how it has affected the Supplier's costs.
- 28.8 Any change in the Charges or relief from the Supplier's obligations because of a Specific or General Change in Law must be implemented using Clauses 28.1 to 28.4.

29. How to communicate about the contract

- 29.1 All notices under the Contract must be in writing and are considered effective on the Working Day of delivery as long as they're delivered before 5:00pm on a Working Day. Otherwise the notice is effective on the next Working Day. An email is effective at 9am on the first Working Day after sending unless an error message is received.
- 29.2 Notices to the Buyer must be sent to the Buyer Authorised Representative's address or email address in the Award Form.
- 29.3 This Clause does not apply to the service of legal proceedings or any documents in any legal action, arbitration or dispute resolution.

30. **Dealing with claims**

- 30.1 If a Beneficiary is notified of a Claim then it must notify the Indemnifier as soon as reasonably practical and no later than 10 Working Days.
- 30.2 At the Indemnifier's cost the Beneficiary must both:
- 30.2.1 allow the Indemnifier to conduct all negotiations and proceedings to do with a Claim; and
- 30.2.2 give the Indemnifier reasonable assistance with the claim if requested.
- 30.3 The Beneficiary must not make admissions about the Claim without the prior written consent of the Indemnifier which cannot be unreasonably withheld or delayed.
- 30.4 The Indemnifier must consider and defend the Claim diligently using competent legal advisors and in a way that doesn't damage the Beneficiary's reputation.



- 30.5 The Indemnifier shall have sole authority to defend or settle the claim.30.6 Each Beneficiary must use all reasonable endeavours to minimise and mitigate any losses that it suffers because of the Claim.
- 30.7 If the Indemnifier pays the Beneficiary money under an indemnity and the Beneficiary later recovers money which is directly related to the Claim, the Beneficiary must immediately repay the Indemnifier the lesser of either:
- 30.7.1 the sum recovered minus any legitimate amount spent by the Beneficiary when recovering this money; and
- 30.7.2 the amount the Indemnifier paid the Beneficiary for the Claim.
- 31. Preventing fraud, bribery and corruption
- 31.1 The Supplier must not during the Contract Period:
- 31.1.1 commit a Prohibited Act or any other criminal offence in the Regulations 57(1) and 57(2);
- 31.1.2 do or allow anything which would cause the Buyer, including any of their employees, consultants, contractors, Subcontractors or agents to breach any of the Relevant Requirements or incur any liability under them.
- 31.2 The Supplier must during the Contract Period:
- 31.2.1 create, maintain and enforce adequate policies and procedures to ensure it complies with the Relevant Requirements to prevent a Prohibited Act and require its Subcontractors to do the same;
- 31.2.2 keep full records to show it has complied with its obligations under this Clause 31 and give copies to the Buyer on request; and
- 31.2.3 if required by the Buyer, within 20 Working Days of the Start Date of the Contract, and then annually, certify in writing to the Buyer, that they have complied with this Clause 31, including compliance of Supplier Staff, and provide reasonable supporting evidence of this on request, including its policies and procedures.
- 31.3 The Supplier must immediately notify the Buyer if it becomes aware of any breach of Clauses 31.1 or has any reason to think that it, or any of the Supplier Staff, have either:
- 31.3.1 been investigated or prosecuted for an alleged Prohibited Act;



- 31.3.2 been debarred, suspended, proposed for suspension or debarment, or are otherwise ineligible to take part in procurement programmes or contracts because of a Prohibited Act by any government department or agency;
- 31.3.3 received a request or demand for any undue financial or other advantage of any kind related to the Contract; and
- 31.3.4 suspected that any person or Party directly or indirectly related to the Contract has committed or attempted to commit a Prohibited Act.
- 31.4 If the Supplier notifies the Buyer as required by Clause 31.3, the Supplier must respond promptly to their further enquiries, co-operate with any investigation and allow the Audit of any books, records and relevant documentation.
- 31.5 If the Supplier is in Default under Clause 31.1 the Buyer may:
- 31.5.1 require the Supplier to remove any Supplier Staff from providing the Deliverables if their acts or omissions have caused the Default; and
- 31.5.2 immediately terminate this agreement.
- 31.6 In any notice the Supplier gives under Clause 31.4 it must specify the:
- 31.6.1 Prohibited Act;
- 31.6.2 identity of the Party who it thinks has committed the Prohibited Act; and
- 31.6.3 action it has decided to take.

32. Equality, diversity and human rights

- 32.1 The Supplier must follow all applicable equality Law when they perform their obligations under the Contract, including:
- 32.1.1 protections against discrimination on the grounds of race, sex, gender reassignment, religion or belief, disability, sexual orientation, pregnancy, maternity, age or otherwise; and
- 32.1.2 any other requirements and instructions which the Buyer reasonably imposes related to equality Law.
- 32.2 The Supplier must use all reasonable endeavours, and inform the Buyer of the steps taken, to prevent anything that is considered to be unlawful discrimination by any court or tribunal, or the Equality and Human Rights Commission (or any successor organisation) when working on the Contract.



33. Health and safety

- 33.1 The Supplier must perform its obligations meeting the requirements of:
- 33.1.1 all applicable Law regarding health and safety; and
- 33.1.2 the Buyer's current health and safety policy while at the Buyer's Premises, as provided to the Supplier.
- 33.2 The Supplier must as soon as possible notify the other of any health and safety incidents or material hazards they're aware of at the Buyer Premises that relate to the performance of the Contract.

34. Environment

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

35. **Tax**

- 35.1 The Supplier must not breach any tax or social security obligations and must enter into a binding agreement to pay any late contributions due, including where applicable, any interest or any fines. The Buyer cannot terminate the Contract where the Supplier has not paid a minor tax or social security contribution.
- 35.2 Where the Charges payable under the Contract are or are likely to exceed £5 million at any point during the relevant Contract Period, and an Occasion of Tax Non-Compliance occurs, the Supplier must notify the Buyer of it within 5 Working Days including:
- 35.2.1 the steps that the Supplier is taking to address the Occasion of Tax Non-Compliance and any mitigating factors that it considers relevant; and
- 35.2.2 other information relating to the Occasion of Tax Non-Compliance that the Buyer may reasonably need.
- 35.3 Where the Supplier or any Supplier Staff are liable to be taxed or to pay National Insurance contributions in the UK relating to payment received under the Contract, the Supplier must both:



- 35.3.1 comply with the Income Tax (Earnings and Pensions) Act 2003 and all other statutes and regulations relating to income tax, the Social Security Contributions and Benefits Act 1992 (including IR35) and National Insurance contributions; and
- 35.3.2 indemnify the Buyer against any Income Tax, National Insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made during or after the Contract Period in connection with the provision of the Deliverables by the Supplier or any of the Supplier Staff.
- 35.4 If any of the Supplier Staff are Workers who receive payment relating to the Deliverables, then the Supplier must ensure that its contract with the Worker contains the following requirements:
- 35.4.1 the Buyer may, at any time during the Contract Period, request that the Worker provides information which demonstrates they comply with Clause 35.3.1, or why those requirements do not apply, the Buyer can specify the information the Worker must provide and the deadline for responding;
- 35.4.2 the Worker's contract may be terminated at the Buyer's request if the Worker fails to provide the information requested by the Buyer within the time specified by the Buyer;
- 35.4.3 the Worker's contract may be terminated at the Buyer's request if the Worker provides information which the Buyer considers isn't good enough to demonstrate how it complies with Clause 35.3.1 or confirms that the Worker is not complying with those requirements; and
- 35.4.4 the Buyer may supply any information they receive from the Worker to HMRC for revenue collection and management.

36. Conflict of interest

- 36.1 The Supplier must take action to ensure that neither the Supplier nor the Supplier Staff are placed in the position of an actual, potential or perceived Conflict of Interest.
- 36.2 The Supplier must promptly notify and provide details to the Buyer if an actual, potential or perceived Conflict of Interest happens or is expected to happen.
- 36.3 The Buyer will consider whether there are any appropriate measures that can be put in place to remedy an actual, perceived or potential Conflict of Interest. If, in the reasonable opinion of the Buyer, such measures do not or will not resolve an actual or potential Conflict of Interest, the Buyer may terminate its Contract



immediately by giving notice in writing to the Supplier where there is or may be an actual or potential Conflict of Interest.

37. Reporting a breach of the contract

- 37.1 As soon as it is aware of it the Supplier and Supplier Staff must report to the Buyer any actual or suspected breach of:
- 37.1.1 Law;
- 37.1.2 Clause 16.1; and
- 37.1.3 Clauses 31 to 36.
- 37.2 The Supplier must not retaliate against any of the Supplier Staff who in good faith reports a breach listed in Clause 37.1 to the Buyer or a Prescribed Person.

38. Further Assurances

Each Party will, at the request and cost of the other Party, do all things which may be reasonably necessary to give effect to the meaning of this Contract.

39. Resolving disputes

- 39.1 If there is a Dispute, the senior representatives of the Parties who have authority to settle the Dispute will, within 28 days of a written request from the other Party, meet in good faith to resolve the Dispute by commercial negotiation.
- 39.2 If the Parties cannot resolve the Dispute via commercial negotiation, they can attempt to settle it by mediation using the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure current at the time of the Dispute. If the Parties cannot agree on a mediator, the mediator will be nominated by CEDR. If either Party does not wish to use, or continue to use mediation, or mediation does not resolve the Dispute, the Dispute must be resolved using Clauses 39.4 to 39.6.
- 39.3 Unless the Buyer refers the Dispute to arbitration using Clause 39.5, the Parties irrevocably agree that the courts of England and Wales have the exclusive jurisdiction to:
- 39.3.1 determine the Dispute;
- 39.3.2 grant interim remedies; and
- 39.3.3 grant any other provisional or protective relief.



- 39.4 The Supplier agrees that the Buyer has the exclusive right to refer any Dispute to be finally resolved by arbitration under the London Court of International Arbitration Rules current at the time of the Dispute. There will be only one arbitrator. The seat or legal place of the arbitration will be London and the proceedings will be in English.
- 39.5 The Buyer has the right to refer a Dispute to arbitration even if the Supplier has started or has attempted to start court proceedings under Clause 39.4, unless the Buyer has agreed to the court proceedings or participated in them. Even if court proceedings have started, the Parties must do everything necessary to ensure that the court proceedings are stayed in favour of any arbitration proceedings if they are started under Clause 39.5.
- 39.6 The Supplier cannot suspend the performance of the Contract during any Dispute.

40. Which law applies

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



Schedule 36 (Intellectual Property Rights)

Intellectual Property Rights

Each Party keeps ownership of its own Existing IPR. Neither Party has the right to use the other Party's IPR, including any use of the other Party's names, logos or trademarks, except as expressly granted elsewhere under the Contract or otherwise agreed in writing.



1.1. Except as expressly granted elsewhere under the Contract, neither Party acquires any right, title or interest in or to the IPR owned by the other Party or any third party.

1.2. Licences granted by the Supplier: Supplier Existing IPR

- 1.2.1. Where the Buyer orders Deliverables which contain or rely upon Supplier Existing IPR, the Supplier hereby grants the Buyer a Supplier Existing IPR Licence on the terms set out in Paragraph The Supplier Existing IPR Licence granted by the Supplier to the Buyer is a non-exclusive, perpetual, royalty-free, irrevocable, transferable, worldwide licence without the right to sub-license to use any Supplier Existing IPR which is reasonably required by the Buyer to enable it:.
- 1.2.2. The Supplier Existing IPR Licence granted by the Supplier to the Buyer is a non-exclusive, perpetual, royalty-free, irrevocable, transferable, worldwide licence without the right to sub-license to use any Supplier Existing IPR which is reasonably required by the Buyer to enable it:
- 1.2.3. or any End User to use and receive the Deliverables.

1.3. Licences granted by the Buyer and New IPR

- 1.3.1. Any New IPR created under the Contract is owned by the Buyer. The Buyer gives the Supplier a licence to use any Buyer Existing IPR and New IPR for the purpose of fulfilling its obligations during the Contract Period.
- 1.3.2. Where a Party acquires ownership of IPR incorrectly under this Contract it must do everything reasonably necessary to complete a transfer assigning them in writing to the other Party on request and at its own cost.
- 1.3.3. Unless otherwise agreed in writing, the Supplier and the Buyer will record any New IPR in the table at Annex 1 to this Schedule 36 and keep this updated throughout the Contract Period.

1.4. Third Party IPR



- 1.4.1. The Supplier shall not use in the delivery of the Deliverables any Third Party IPR unless it has procured that the owner or an authorised licensor of the relevant Third Party IPR has granted a Third Party IPR Licence on the terms set out in Paragraph The Third Party IPR Licence granted to the Buyer shall be a non-exclusive, perpetual, royalty-free, irrevocable, transferable, worldwide licence without the right to sub-license to use any Third Party IPR which is reasonably required by the Buyer to enable it or any End User to receive and use the Deliverables.. If the Supplier cannot obtain for the Buyer a licence on the terms set out in Paragraph The Third Party IPR Licence granted to the Buyer shall be a non-exclusive, perpetual, royalty-free, irrevocable, transferable, worldwide licence without the right to sub-license to use any Third Party IPR which is reasonably required by the Buyer to enable it or any End User to receive and use the Deliverables. in respect of any Third Party IPR the Supplier shall:
 - 1.4.1.1. notify the Buyer in writing; and
 - 1.4.1.2. use the relevant Third Party IPR only if the Buyer has provided authorisation in writing, with reference to the acts authorised and the specific IPR involved.
- 1.4.2. In spite of any other provisions of the Contract and for the avoidance of doubt, award of this Contract by the Buyer and the ordering of any Deliverable under it does not constitute an authorisation by the Crown under Sections 55 and 56 of the Patents Act 1977 Section 12 of the Registered Designs Act 1949 or Sections 240 243 of the Copyright, Designs and Patents Act 1988.
- 1.4.3. The Third Party IPR Licence granted to the Buyer shall be a non-exclusive, perpetual, royalty-free, irrevocable, transferable, worldwide licence without the right to sub-license to use any Third Party IPR which is reasonably required by the Buyer to enable it or any End User to receive and use the Deliverables.

1.5. Termination of licences

- 1.5.1. The Supplier Existing IPR Licence granted pursuant to Paragraph 1.2 and the Third Party IPR Licence granted pursuant to Paragraph Third Party IPR4 shall survive the Expiry Date and termination of this Contract.
- 1.5.2. Any licence granted to the Supplier pursuant to Paragraph 1.3 (Licence granted by the Buyer) shall terminate automatically on the Expiry Date and the Supplier shall:



- 1.5.2.1. immediately cease all use of the Buyer Existing IPR (including the Buyer Data within which the Buyer Existing IPR may subsist);
- 1.5.2.2. at the discretion of the Buyer, return or destroy documents and other tangible materials that contain any of the Buyer Existing IPR and the Buyer Data, provided that if the Buyer has not made an election within six months of the termination of the licence, the Supplier may destroy the documents and other tangible materials that contain any of the Buyer Existing IPR and the Buyer Data (as the case may be); and
- 1.5.2.3. ensure, so far as reasonably practicable, that any Buyer Existing IPR and Buyer Data that are held in electronic, digital or other machine-readable form ceases to be readily accessible from any computer, word processor, voicemail system or any other device of the Supplier containing such Buyer Existing IPR or Buyer Data.



Schedule 1 (Definitions)

Definitions

- 1.1 In the Contract, unless the context otherwise requires, capitalised expressions shall have the meanings set out in this Schedule 1 (Definitions) or the relevant Schedule in which that capitalised expression appears.
- 1.2 If a capitalised expression does not have an interpretation in this Schedule or any other Schedule, it shall, in the first instance, be interpreted in accordance with the common interpretation within the relevant market sector/industry where appropriate. Otherwise, it shall be interpreted in accordance with the dictionary meaning.
- 1.3 In the Contract, unless the context otherwise requires:
 - 1.3.1 the singular includes the plural and vice versa;
 - 1.3.2 reference to a gender includes the other gender and the neuter;
 - 1.3.3 references to a person include an individual, company, body corporate, corporation, unincorporated association, firm, partnership or other legal entity or Crown Body;
 - 1.3.4 a reference to any Law includes a reference to that Law as amended, extended, consolidated or re-enacted from time to time;
 - 1.3.5 the words "including", "other", "in particular", "for example" and similar words shall not limit the generality of the preceding words and shall be construed as if they were immediately followed by the words "without limitation":
 - 1.3.6 references to "writing" include typing, printing, lithography, photography, display on a screen, electronic and facsimile transmission and other modes of representing or reproducing words in a visible form, and expressions referring to writing shall be construed accordingly;
 - 1.3.7 references to "representations" shall be construed as references to present facts, to "warranties" as references to present and future facts and to "undertakings" as references to obligations under the Contract:
 - 1.3.8 references to "Clauses" and "Schedules" are, unless otherwise provided, references to the clauses and schedules of the Core Terms and references in any Schedule to parts, paragraphs,



- annexes and tables are, unless otherwise provided, references to the parts, paragraphs, annexes and tables of the Schedule in which these references appear;
- 1.3.9 references to **"Paragraphs"** are, unless otherwise provided, references to the paragraph of the appropriate Schedules unless otherwise provided; and
- 1.3.10 references to a series of Clauses or Paragraphs shall be inclusive of the clause numbers specified.
- 1.3.11 the headings in the Contract are for ease of reference only and shall not affect the interpretation or construction of the Contract; and
- 1.3.12 where the Buyer is a Crown Body it shall be treated as contracting with the Crown as a whole.
- 1.3.13 Any reference in this Contract which immediately before IP Completion Day (or such later date when relevant EU law ceases to have effect pursuant to Section 1A of the European Union (Withdrawal) Act 2018) is a reference to (as it has effect from time to time):
 - (I) any EU regulation, EU decision, EU tertiary legislation or provision of the EEA agreement ("EU References") which is to form part of domestic law by application of Section 3 of the European Union (Withdrawal) Act 2018 and which shall be read on and after IP Completion Day as a reference to the EU References as they form part of domestic law by virtue of Section 3 of the European Union (Withdrawal) Act 2018 as modified by domestic law from time to time; and
 - (ii) any EU institution or EU authority or other such EU body shall be read on and after IP Completion Day as a reference to the UK institution, authority or body to which its functions were transferred.
- 1.4 In the Contract, unless the context otherwise requires, the following words shall have the following meanings:

"Achieve"	in respect of a Test, to successfully pass such Test without any Test Issues and in respect of a Milestone, the issue of a Satisfaction Certificate in respect of that Milestone and "Achieved", "Achieving" and "Achievement" shall be construed accordingly;
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"Additional FDE Group Member"	means any entity (if any) specified as an Additional FDE Group Member in Part A of Annex 3 of Schedule 24 (Financial Difficulties);
"Affected Party"	the party seeking to claim relief in respect of a Force Majeure Event;
"Affiliates"	in relation to a body corporate, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control of that body corporate from time to time;
"Allowable Assumptions"	means the assumptions (if any) set out in Annex 2 of Schedule 3 (Charges);
"Annex"	extra information which supports a Schedule;
"Approval"	the prior written consent of the Buyer and "Approve" and "Approved" shall be construed accordingly;
"Associates"	means, in relation to an entity, an undertaking in which the entity owns, directly or indirectly, between 20% and 50% of the voting rights and exercises a degree of control sufficient for the undertaking to be treated as an associate under generally accepted accounting principles;
"Audit"	the Buyer's right to:
	(a) verify the integrity and content of any Financial Report;
	(b) verify the accuracy of the Charges and any other amounts payable by the Buyer under a Contract (including proposed or actual variations to them in accordance with the Contract);
	(c) verify the costs of the Supplier (including the costs of all Subcontractors and any third party suppliers) in connection with the provision of the Services;
	(d) verify the Open Book Data;
	(e) verify the Supplier's and each Subcontractor's compliance with the applicable Law;
	(f) identify or investigate actual or suspected breach of Clauses 3 to 37 and/or Schedule 26 (Sustainability), impropriety or accounting mistakes or any breach or threatened breach of security and in these circumstances the Buyer shall have no obligation to inform the Supplier of the purpose or objective of its investigations;



) identify or investigate any circumstances which may impact	ct
	upon the financial stability of the Supplier, any Guarantor, and/or any Subcontractors or their ability to provide the Deliverables;	-
	obtain such information as is necessary to fulfil the Buyer's obligations to supply information for parliamentary, ministerial, judicial or administrative purposes including the supply of information to the Comptroller and Auditor Gene	е
	review any books of account and the internal contract management accounts kept by the Supplier in connection with the Contract;	
	carry out the Buyer's internal and statutory audits and to prepare, examine and/or certify the Buyer's annual and interim reports and accounts;	
	 enable the National Audit Office to carry out an examination pursuant to Section 6(1) of the National Audit Act 1983 of economy, efficiency and effectiveness with which the Buye has used its resources; 	the
"Auditor") the Buyer's internal and external auditors;	
) the Buyer's statutory or regulatory auditors;	
	 the Comptroller and Auditor General, their staff and/or any appointed representatives of the National Audit Office; 	′
) HM Treasury or the Cabinet Office;	
	 any party formally appointed by the Buyer to carry out aud similar review functions; and 	lit or
	successors or assigns of any of the above;	
"Award Form"	e document outlining the Incorporated Terms and crucial formation required for the Contract, to be executed by the upplier and the Buyer;	



"Beneficiary"	a Party having (or claiming to have) the benefit of an indemnity under this Contract;
"Buyer"	the public sector purchaser identified as such in the Order Form;
"Buyer Assets"	the Buyer's infrastructure, data, software, materials, assets, equipment or other property owned by and/or licensed or leased to the Buyer and which is or may be used in connection with the provision of the Deliverables which remain the property of the Buyer throughout the term of the Contract;
"Buyer Authorised Representative"	the representative appointed by the Buyer from time to time in relation to the Contract initially identified in the Award Form;
"Buyer Cause"	has the meaning given to it in the Award Form;
"Buyer Data"	means the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, including any Buyer's or End User's Confidential Information, and which: (a) are supplied to the Supplier by or on behalf of the Buyer, or End User; or
	(b) the Supplier is required to generate, process, store or transmit pursuant to this Contract; or
	(c) any Personal Data for which the Buyer or End User is the Controller;
"Buyer Existing IPR"	means any and all IPR that are owned by or licensed to the Buyer, and where the Buyer is a Central Government Body, any Crown IPR, and which are or have been developed independently of the Contract (whether prior to the Start Date or otherwise)
"Buyer Premises"	premises owned, controlled or occupied by the Buyer which are made available for use by the Supplier or its Subcontractors for the provision of the Deliverables (or any of them);
"Buyer Third Party"	means any supplier to the Buyer (other than the Supplier), which is notified to the Supplier from time to time;



"Buyer's Confidential Information"	(a) all Personal Data and any information, however it is conveyed, that relates to the business, affairs, developments, property rights, trade secrets, Know-How and IPR of the Buyer (including all Buyer Existing IPR and New IPR);
	(b) any other information clearly designated as being confidential (whether or not it is marked "confidential") or which ought reasonably be considered confidential which comes (or has come) to the Buyer's attention or into the Buyer's possession in connection with the Contract; and
	information derived from any of the above;
"Central Government Body"	a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics:
	(a) Government Department;
	(b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);
	(c) Non-Ministerial Department; or
	(d) Executive Agency;
"Change in Law"	any change in Law which impacts on the supply of the Deliverables and performance of the Contract which comes into force after the Start Date;
"Change of Control"	a change of control within the meaning of Section 450 of the Corporation Tax Act 2010;
"Charges"	the prices (exclusive of any applicable VAT), payable to the Supplier by the Buyer under the Contract, as set out in the Award Form, for the full and proper performance by the Supplier of its obligations under the Contract less any Deductions;
"Claim"	any claim which it appears that a Beneficiary is, or may become, entitled to indemnification under this Contract;
"Commercially Sensitive Information"	the Confidential Information listed in the Award Form (if any) comprising of commercially sensitive information relating to the Supplier, its IPR or its business or which the Supplier has indicated to the Buyer that, if disclosed by the Buyer, would cause the Supplier significant commercial disadvantage or material financial loss;



"Comparable Supply"	the supply of Deliverables to another Buyer of the Supplier that are the same or similar to the Deliverables;
"Compliance Officer"	the person(s) appointed by the Supplier who is responsible for ensuring that the Supplier complies with its legal obligations;
"Confidential Information"	means any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, Know-How, personnel and suppliers of the Buyer or the Supplier, including IPRs, together with information derived from the above, and any other information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential;
"Conflict of Interest"	a conflict between the financial or personal duties of the Supplier or the Supplier Staff and the duties owed to the Buyer under the Contract, in the reasonable opinion of the Buyer;
"Contract"	the contract between the Buyer and the Supplier, which consists of the terms set out and referred to in the Award Form;
"Contract Period"	the term of the Contract from the earlier of the: (a) Start Date; or (b) the Effective Date (c) until the End Date;
"Contract Value"	the higher of the actual or expected total Charges paid or payable under the Contract where all obligations are met by the Supplier;
"Contract Year"	a consecutive period of twelve (12) Months commencing on the Start Date or each anniversary thereof;
"Control"	control in either of the senses defined in sections 450 and 1124 of the Corporation Tax Act 2010 and "Controlled" shall be construed accordingly;
"Controller"	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;
"Core Terms"	the Buyer's terms and conditions which apply to and comprise one part of the Contract set out in the document called "Core Terms";



"Costs"

the following costs (without double recovery) to the extent that they are reasonably and properly incurred by the Supplier in providing the Deliverables:

- (a) the cost to the Supplier or the Key Subcontractor (as the context requires), calculated per Work Day, of engaging the Supplier Staff, including:
 - (i) base salary paid to the Supplier

Staff;

(ii) employer's National Insurance

contributions;

(iii) pension contributions;

(iv) car allowances;

(v) any other contractual employment

benefits;

(vi) staff training;

(vii) work place accommodation;

- (viii) work place IT equipment and tools reasonably necessary to provide the Deliverables (but not including items included within limb (b) below); and
- (ix) reasonable recruitment costs, as agreed with the Buyer;
- (b) costs incurred in respect of Supplier Assets which would be treated as capital costs according to generally accepted accounting principles within the UK, which shall include the cost to be charged in respect of Supplier Assets by the Supplier to the Buyer or (to the extent that risk and title in any Supplier Asset is not held by the Supplier) any cost actually incurred by the Supplier in respect of those Supplier Assets;
- (c) operational costs which are not included within (a) or (b) above, to the extent that such costs are necessary and properly incurred by the Supplier in the provision of the Deliverables; and
- (d) Reimbursable Expenses to the extent these have been specified as allowable in the Award Form and are incurred in delivering any Deliverables;

but excluding:

- (e) Overhead;
- (f) financing or similar costs;



	 (g) maintenance and support costs to the extent that these relate to maintenance and/or support Deliverables provided beyond the Contract Period whether in relation to Supplier Assets or otherwise;
	(h) taxation;
	(i) fines and penalties;
	(j) amounts payable under Schedule 12 (Benchmarking) where such Schedule is used; and
	(k) non-cash items (including depreciation, amortisation, impairments and movements in provisions);
"Critical Service Level Failure"	has the meaning given to it in the Award Form;
"Crown Body"	the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Government and the National Assembly for Wales), including government ministers and government departments and particular bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;
"Crown IPR"	means any IPR which is owned by or licensed to the Crown, and which are or have been developed independently of the Contract (whether prior to the Start Date or otherwise);
"CRTPA"	the Contract Rights of Third Parties Act 1999;
"Data Protection Impact Assessment"	an assessment by the Controller of the impact of the envisaged Processing on the protection of Personal Data;
"Data Protection Legislation"	(i) the UK GDPR, (ii) the DPA 2018 to the extent that it relates to processing of personal data and privacy; (iii) all applicable Law about the processing of personal data and privacy; and (iv) (to the extent that it applies) the EU GDPR;
"Data Protection Liability Cap"	has the meaning given to it in the Award Form;
"Data Protection Officer"	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;



"Data Subject"	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;
"Data Subject Access Request"	a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;
"Deductions"	all Service Credits, Delay Payments (if applicable), or any other deduction which the Buyer is paid or is payable to the Buyer under the Contract;
"Default"	any breach of the obligations of the Supplier (including abandonment of the Contract in breach of its terms) or any other default (including material default), act, omission, negligence or statement of the Supplier, of its Subcontractors or any Supplier Staff howsoever arising in connection with or in relation to the subject-matter of the Contract and in respect of which the Supplier is liable to the Buyer;
"Delay Payments"	the amounts (if any) payable by the Supplier to the Buyer in respect of a delay in respect of a Milestone as specified in the Implementation Plan;
"Deliverables"	Goods and/or Services that may be ordered under the Contract including the Documentation;
"Delivery"	delivery of the relevant Deliverable or Milestone in accordance with the terms of the Contract as confirmed and accepted by the Buyer by the either (a) confirmation in writing to the Supplier; or (b) where Schedule 8 (Implementation Plan and Testing) is used issue by the Buyer of a Satisfaction Certificate. "Deliver" and "Delivered" shall be construed accordingly;
"Dependent Parent Undertaking"	means any Parent Undertaking which provides any of its Subsidiary Undertakings and/or Associates, whether directly or indirectly, with any financial, trading, managerial or other assistance of whatever nature, without which the Supplier would be unable to continue the day to day conduct and operation of its business in the same manner as carried on at the time of entering into this Contract, including for the avoidance of doubt the provision of the Services in accordance with the terms of this Contract;
"Disaster"	the occurrence of one or more events which, either separately or cumulatively, mean that the Deliverables, or a material part thereof will be unavailable (or could reasonably be anticipated to be



	unavailable) for the period specified in the Award Form (for the purposes of this definition the "Disaster Period");
"Disclosing Party"	the Party directly or indirectly providing Confidential Information to the other Party in accordance with Clause 19 (What you must keep confidential);
"Dispute"	any claim, dispute or difference (whether contractual or non- contractual) arising out of or in connection with the Contract or in connection with the negotiation, existence, legal validity, enforceability or termination of the Contract, whether the alleged liability shall arise under English law or under the law of some other country and regardless of whether a particular cause of action may successfully be brought in the English courts;
"Dispute Resolution Procedure"	the dispute resolution procedure set out in Clause 39 (Resolving disputes);
"Documentation"	descriptions of the Services and Service Levels, technical specifications, user manuals, training manuals, operating manuals, process definitions and procedures, system environment descriptions and all such other documentation (whether in hardcopy or electronic form) is required to be supplied by the Supplier to the Buyer under the Contract as:
	(a) would reasonably be required by a competent third party capable of Good Industry Practice contracted by the Buyer to develop, configure, build, deploy, run, maintain, upgrade and test the individual systems that provide the Deliverables
	(b) is required by the Supplier in order to provide the Deliverables; and/or
	(c) has been or shall be generated for the purpose of providing the Deliverables;
"DOTAS"	the Disclosure of Tax Avoidance Schemes rules which require a promoter of tax schemes to tell HMRC of any specified notifiable arrangements or proposals and to provide prescribed information on those arrangements or proposals within set time limits as contained in Part 7 of the Finance Act 2004 and in secondary legislation made under vires contained in Part 7 of the Finance Act 2004 and as extended to National Insurance Contributions;
"DPA 2018"	The Data Protection Act 2018



"Due Diligence	any information supplied to the Supplier by or on behalf of the
Information"	Buyer prior to the Start Date;
"Effective Date"	the date on which the final Party has signed the Contract;
"EIR"	the Environmental Information Regulations 2004;
"Employment Regulations"	the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) as amended or replaced;
"End Date"	the earlier of:
	(a) the Expiry Date as extended by the Buyer under Clause 14.2; or
	(b) if the Contract is terminated before the date specified in (a) above, the date of termination of the Contract;
"End User"	means a party that is accessing the Deliverables provided pursuant to this Contract (including the Buyer where it is accessing services on its own account as a user);
"Environmental Policy"	to conserve energy, water, wood, paper and other resources, reduce waste and phase out the use of ozone depleting substances and minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment, including any written environmental policy of the Buyer;
"Equality and Human Rights Commission"	the UK Government body named as such as may be renamed or replaced by an equivalent body from time to time;
"Escalation Meeting"	means a meeting between the Supplier Authorised Representative and the Buyer Authorised Representative to address issues that have arisen during the Rectification Plan Process;
"Estimated Year 1 Charges"	the anticipated total Charges payable by the Buyer in the first Contract Year specified in the Award Form;
"Estimated Yearly Charges"	means for the purposes of calculating each Party's annual liability under Clause 15.1:
	(a) in the first Contract Year, the Estimated Year 1 Charges; or
	(b) in any subsequent Contract Years, the Charges paid or payable in the previous Contract Year; or



	(a) after the end of the Centreet, the Charges paid or payable in
	(c) after the end of the Contract, the Charges paid or payable in the last Contract Year during the Contract Period;
"EU"	European Union
"EU GDPR"	Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation) as it has effect in EU law;
"Existing IPR"	any and all IPR that are owned by or licensed to either Party and which are or have been developed independently of the Contract (whether prior to the Start Date or otherwise);
"Exit Plan"	has the meaning given to it in Paragraph 4.1 of Schedule 30 (Exit Plan);
"Expiry Date"	the date of the end of the Contract as stated in the Award Form;
"Extension Period"	such period or periods beyond which the Initial Period may be extended, specified in the Award Form;
"FDE Group"	the Supplier and any Additional FDE Group Member;
"Financial	The occurrence of one or more the following events:
Distress Event"	 (a) the credit rating of any FDE Group entity drops below the applicable Credit Rating Threshold of the relevant Rating Agency;
	 (b) any FDE Group entity issues a profits warning to a stock exchange or makes any other public announcement, in each case about a material deterioration in its financial position or prospects;
	 (c) there being a public investigation into improper financial accounting and reporting, suspected fraud or any other impropriety of any FDE Group entity;
	(d) any FDE Group entity commits a material breach of covenant to its lenders;
	 (e) a Key Subcontractor notifies the Buyer that the Supplier has not paid any material sums properly due under a specified invoice and not subject to a genuine dispute;
	(f) any FDE Group entity extends the filing period for filing its accounts with the Registrar of Companies so that the filing period ends more than 9 months after its accounting



- reference date without an explanation to the Buyer which the Buyer (acting reasonably) considers to be adequate;
- (g) any FDE Group entity is late to file its annual accounts without a public notification or an explanation to the Buyer which the Buyer (acting reasonably) considers to be adequate;
- (h) the directors and/or external auditors of any FDE Group entity conclude that a material uncertainty exists in relation to that FDE Group entity's going concern in the annual report including in a reasonable but plausible downside scenario. This includes, but is not limited to, commentary about liquidity and trading prospects in the reports from directors or external auditors;
- (i) any of the following:
 - (i) any FDE Group entity makes a public announcement which contains commentary with regards to that FDE Group entity's liquidity and trading and trading prospects, such as but not limited to, a profit warning or ability to trade as a going concern;
 - (ii) commencement of any litigation against any FDE Group entity with respect to financial indebtedness greater than £5m or obligations under a service contract with a total contract value greater than £5m;
 - (iii) non-payment by any FDE Group entity of any financial indebtedness;
 - (iv) any financial indebtedness of any FDE Group entity becoming due as a result of an event of default;
 - (v) the cancellation or suspension of any financial indebtedness in respect of any FDE Group entity; or
 - (vi) an external auditor of any FDE Group entity expressing a qualified opinion on, or including an emphasis of matter in, its opinion on the statutory accounts of that FDE Group entity,
 - in each case which the Buyer reasonably believes (or would be likely reasonably to believe) could directly impact on the continued



	provision of the Deliverables in accordance with the Contract; or
	(j) any [one] of the Financial Indicators set out in Part C of Annex 2 of Schedule 24 for any of the FDE Group entities failing to meet the required Financial Target Threshold.
"Financial	a report provided by the Supplier to the Buyer that:
Report"	 (a) to the extent permitted by Law, provides a true and fair reflection of the Costs and Supplier Profit Margin forecast by the Supplier;
	 (b) to the extent permitted by Law, provides detail a true and fair reflection of the costs and expenses to be incurred by Key Subcontractors (as requested by the Buyer);
	(c) is in the same software package (Microsoft Excel or Microsoft Word), layout and format as the blank templates which have been issued by the Buyer to the Supplier on or before the Start Date for the purposes of this Contract; and
	(d) is certified by the Supplier's Chief Financial Officer or Director of Finance;
"Financial	means:
Transparency Objectives"	(a) the Buyer having a clear analysis of the Costs, Overhead recoveries (where relevant), time spent by Supplier Staff in providing the Services and the Supplier Profit Margin so that it can understand any payment sought by the Supplier;
	 (b) the Parties being able to understand Cost forecasts and to have confidence that these are based on justifiable numbers and appropriate forecasting techniques;
	(c) the Parties being able to understand the quantitative impact of any Variations that affect ongoing Costs and identifying how these could be mitigated and/or reflected in the Charges;
	 (d) the Parties being able to review, address issues with and re-forecast progress in relation to the provision of the Services;
	(e) the Parties challenging each other with ideas for efficiency and improvements; and
	(f) enabling the Buyer to demonstrate that it is achieving value for money for the tax payer relative to current market prices;
"FOIA"	the Freedom of Information Act 2000 and any subordinate legislation made under that Act from time to time together with any



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	guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation;	
"Force Majeure Event"	any event, circumstance, matter or cause affecting the performance by either the Buyer or the Supplier of its obligations arising from:	
	(a) acts, events, omissions, happenings or non-happenings beyond the reasonable control of the Affected Party which prevent or materially delay the Affected Party from performing its obligations under a Contract;	
	(b) riots, civil commotion, war or armed conflict, acts of terrorism, nuclear, biological or chemical warfare;	
	(c) acts of a Crown Body, local government or regulatory bodies;	
	(d) fire, flood or any disaster; or	
	 (e) an industrial dispute affecting a third party for which a substitute third party is not reasonably available but excluding: 	
	(x) any industrial dispute relating to the Supplier, the Supplier Staff (including any subsets of them) or any other failure in the Supplier or the Subcontractor's supply chain;	
	(xi) any event, occurrence, circumstance, matter or cause which is attributable to the wilful act, neglect or failure to take reasonable precautions against it by the Party concerned; and	
	(xii) any failure of delay caused by a lack of funds,	
	and which is not attributable to any wilful act, neglect or failure to take reasonable preventative action by that Party;	
"Force Majeure Notice"	a written notice served by the Affected Party on the other Party stating that the Affected Party believes that there is a Force Majeure Event;	
"General Anti-	(a) the legislation in Part 5 of the Finance Act 2013 and; and	
Abuse Rule"	(b) any future legislation introduced into parliament to counteract tax advantages arising from abusive arrangements to avoid National Insurance contributions;	



"General Change in Law"	a Change in Law where the change is of a general legislative nature (including taxation or duties of any sort affecting the Supplier) or which affects or relates to a Comparable Supply;
"Goods"	goods made available by the Supplier as specified in Schedule 2 (Specification) and in relation to a Contract as specified in the Award Form;
"Good Industry Practice"	standards, practices, methods and procedures conforming to the Law and the exercise of the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged within the relevant industry or business sector;
"Government"	the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Government and the National Assembly for Wales), including government ministers and government departments and other bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;
"Government Data"	the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, including any of the Buyer's Confidential Information, and which:
	(a) are supplied to the Supplier by or on behalf of the Buyer; or
	(b) the Supplier is required to generate, process, store or transmit pursuant to the Contract;
"Government Procurement Card"	the Government's preferred method of purchasing and payment for low value goods or services https://www.gov.uk/government/publications/government-procurement-card2;
"Guarantor"	the person (if any) who has entered into a guarantee in the form set out in Schedule 23 (Guarantee) in relation to this Contract;
"Halifax Abuse Principle"	the principle explained in the CJEU Case C-255/02 Halifax and others;
"HMRC"	Her Majesty's Revenue and Customs;
"ICT Policy"	the Buyer's policy in respect of information and communications technology, referred to in the Award Form, which is in force as at the Start Date (a copy of which has been supplied to the Supplier),



	as updated from time to time in accordance with the Variation Procedure;	
"Impact Assessment"	an assessment of the impact of a Variation request by the Buyer completed in good faith, including:	
	 (a) details of the impact of the proposed Variation on the Deliverables and the Supplier's ability to meet its other obligations under the Contract; 	
	(b) details of the cost of implementing the proposed Variation;	
	(c) details of the ongoing costs required by the proposed Variation when implemented, including any increase or decrease in the Charges (as applicable), any alteration in the resources and/or expenditure required by either Party and any alteration to the working practices of either Party;	
	(d) a timetable for the implementation, together with any proposals for the testing of the Variation; and	
	(e) such other information as the Buyer may reasonably request in (or in response to) the Variation request;	
"Implementation Plan"	the plan for provision of the Deliverables set out in Schedule 8 (Implementation Plan and Testing) where that Schedule is used or otherwise as agreed between the Supplier and the Buyer;	
"Incorporated Terms"	the contractual terms applicable to the Contract specified in the Award Form;	
"Indemnifier"	a Party from whom an indemnity is sought under this Contract;	
"Independent Controller"	a party which is Controller of the same Personal Data as the other Party and there is no element of joint control with regards to that Personal Data;	
"Indexation"	the adjustment of an amount or sum in accordance with the Award Form;	
"Information"	has the meaning given under section 84 of the Freedom of Information Act 2000;	
"Information Commissioner"	the UK's independent authority which deals with ensuring information relating to rights in the public interest and data privacy for individuals is met, whilst promoting openness by public bodies;	



"Initial Period"	the	initial term of the Contract specified in the Award Form;
"Insolvency Event"		espect to any person, means:
	(a)	that person suspends, or threatens to suspend, payment of its debts, or is unable to pay its debts as they fall due or admits inability to pay its debts, or:
		(i) (being a company or an LLP) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or
		(ii) (being a partnership) is deemed unable to pay its debts within the meaning of section 222 of the Insolvency Act 1986;
	(b)	that person commences negotiations with one or more of its creditors (using a voluntary arrangement, scheme of arrangement or otherwise) with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with one or more of its creditors or takes any step to obtain a moratorium pursuant to Section 1A and Schedule A1 of the Insolvency Act 1986 other than (in the case of a company, an LLP or a partnership) for the sole purpose of a scheme for a solvent amalgamation of that person with one or more other companies or the solvent reconstruction of that person;
	(c)	another person becomes entitled to appoint a receiver over the assets of that person or a receiver is appointed over the assets of that person;
	(d)	a creditor or encumbrancer of that person attaches or takes possession of, or a distress, execution or other such process is levied or enforced on or sued against, the whole or any part of that person's assets and such attachment or process is not discharged within fourteen (14) days;
	(e)	that person suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business;
	(f)	where that person is a company, an LLP or a partnership:
		(i) a petition is presented (which is not dismissed within fourteen (14) days of its service), a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that person other than for the sole purpose of a scheme for a solvent



	amalgamation of that person with one or more other companies or the solvent reconstruction of that person;
	 (ii) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is filed at Court or given or if an administrator is appointed, over that person;
	(iii) (being a company or an LLP) the holder of a qualifying floating charge over the assets of that person has become entitled to appoint or has appointed an administrative receiver; or
	 (iv) (being a partnership) the holder of an agricultural floating charge over the assets of that person has become entitled to appoint or has appointed an agricultural receiver; or
	 any event occurs, or proceeding is taken, with respect to that person in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned above;
"Installation Works"	all works which the Supplier is to carry out at the beginning of the Contract Period to install the Goods in accordance with the Contract;
"Intellectual Property Rights" or "IPR"	(a) copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in internet domain names and website addresses and other rights in trade or business names, goodwill, designs, Know-How, trade secrets and other rights in Confidential Information;
	(b) applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction; and
	(c) all other rights having equivalent or similar effect in any country or jurisdiction;
"Invoicing Address"	the address to which the Supplier shall Invoice the Buyer as specified in the Award Form;



"IP Completion Day"	has the meaning given to it in the European Union (Withdrawal Agreement) Act 2020;		
"IPR Claim"	any claim of infringement or alleged infringement (including the defence of such infringement or alleged infringement) of any IPR, used to provide the Deliverables or otherwise provided and/or licensed by the Supplier (or to which the Supplier has provided access) to the Buyer in the fulfilment of its obligations under the Contract;		
"IR35"	the off-payroll rules requiring individuals who work through their company pay the same tax and National Insurance contributions as an employee which can be found online at: https://www.gov.uk/guidance/ir35-find-out-if-it-applies ;		
"Joint Controller Agreement"	the agreement (if any) entered into between the Buyer and the Supplier substantially in the form set out in Annex 2 of Schedule 20 (Processing Data);		
"Joint Control"	where two or more Controllers jointly determine the purposes and means of Processing;		
"Joint Controllers"	where two or more Controllers jointly determine the purposes and means of Processing;		
"Key Staff"	the persons who the Supplier shall appoint to fill key roles in connection with the Services as listed in Annex 1 of Schedule 29 (Key Supplier Staff);		
"Key Sub- Contract"	each Sub-Contract with a Key Subcontractor;		
"Key	any Subcontractor:		
Subcontractor"	(a) which is relied upon to deliver any work package within the Deliverables in their entirety; and/or		
	(b) which, in the opinion of the Buyer performs (or would perform if appointed) a critical role in the provision of all or any part of the Deliverables; and/or		
	(c) with a Sub-Contract with the Contract value which at the time of appointment exceeds (or would exceed if appointed) 10% of the aggregate Charges forecast to be payable under the Contract,		



	and the Supplier shall list all such Key Subcontractors in section 29 of the Award Form;
"Know-How"	all ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know-how relating to the Deliverables but excluding know-how already in the other Party's possession before the Start Date;
"Law"	any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, right within the meaning of the European Union (Withdrawal) Act 2018 as amended by European Union (Withdrawal Agreement) Act 2020, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body with which the Supplier is bound to comply;
"Law Enforcement Processing"	processing under Part 3 of the DPA 2018;
"Losses"	all losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise and "Loss" shall be interpreted accordingly;
"Marketing Contact"	shall be the person identified in the Award Form;
"Milestone"	an event or task described in the Implementation Plan;
"Milestone Date"	the target date set out against the relevant Milestone in the Implementation Plan by which the Milestone must be Achieved;
"Month"	a calendar month and "Monthly" shall be interpreted accordingly;
"National Insurance"	contributions required by the Social Security Contributions and Benefits Act 1992 and made in accordance with the Social Security (Contributions) Regulations 2001 (SI 2001/1004);
"New IPR"	(a) IPR in items created by the Supplier (or by a third party on behalf of the Supplier) specifically for the purposes of the



	Contract and updates and amendments of these items including database schema; and/or
	(b) IPR in or arising as a result of the performance of the Supplier's obligations under the Contract and all updates and amendments to the same;
	but shall not include the Supplier's Existing IPR. Unless otherwise agreed in writing, any New IPR should be recorded in Schedule 36 and updated regularly;
"New IPR Item"	means a deliverable, document, product or other item within which New IPR subsists;
"Notifiable	means:
Default"	(a) the Supplier commits a material Default; and/or
	(b) the performance of the Supplier is likely to cause or causes a Critical Service Level Failure;
"Occasion of Tax	where:
Non – Compliance"	(a) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 which is found on or after 1 April 2013 to be incorrect as a result of:
	(xiii) a Relevant Tax Authority successfully challenging the Supplier under the General Anti-Abuse Rule or the Halifax Abuse Principle or under any tax rules or legislation in any jurisdiction that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle;
	(xiv) the failure of an avoidance scheme which the Supplier was involved in, and which was, or should have been, notified to a Relevant Tax Authority under the DOTAS or any equivalent or similar regime in any jurisdiction; and/or
	(b) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 which gives rise, on or after 1 April 2013, to a criminal conviction in any jurisdiction for tax related offences which is not spent at the Start Date or to a civil penalty for fraud or evasion;
"Open Book Data"	complete and accurate financial and non-financial information which is sufficient to enable the Buyer to verify the Charges already paid or payable and Charges forecast to be paid during the



remainder of the Contract, including details and all assumptions relating to:

- (a) the Supplier's Costs broken down against each Good and/or Service and/or Deliverable, including actual capital expenditure (including capital replacement costs) and the unit cost and total actual costs of all Deliverables:
- (b) operating expenditure relating to the provision of the Deliverables including an analysis showing:
 - (xv) the unit costs and quantity of Goods and any other consumables and bought-in Deliverables;
 - (xvi) manpower resources broken down into the number and grade/role of all Supplier Staff (free of any contingency) together with a list of agreed rates against each manpower grade;
 - (xvii) a list of Costs underpinning those rates for each manpower grade, being the agreed rate less the Supplier Profit Margin; and
 - (xviii) Reimbursable Expenses, if allowed under the Award Form;
- (c) Overheads;
- (d) all interest, expenses and any other third party financing costs incurred in relation to the provision of the Deliverables;
- (e) the Supplier Profit achieved over the Contract Period and on an annual basis:
- (f) confirmation that all methods of Cost apportionment and Overhead allocation are consistent with and not more onerous than such methods applied generally by the Supplier;
- (g) an explanation of the type and value of risk and contingencies associated with the provision of the Deliverables, including the amount of money attributed to each risk and/or contingency; and
- (h) the actual Costs profile for each Service Period;

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"Open Licence Publication Material"	means items created pursuant to the Contract which the Buyer may wish to publish as Open Licence which are supplied in a format suitable for publication under Open Licence;
"Overhead"	those amounts which are intended to recover a proportion of the Supplier's or the Key Subcontractor's (as the context requires) indirect corporate costs (including financing, marketing, advertising, research and development and insurance costs and any fines or penalties) but excluding allowable indirect costs apportioned to facilities and administration in the provision of Supplier Staff and accordingly included within limb (a) of the definition of "Costs";
"Parent Undertaking"	has the meaning set out in section 1162 of the Companies Act 2006;
"Parliament"	takes its natural meaning as interpreted by Law;
"Party"	the Buyer or the Supplier and "Parties" shall mean both of them where the context permits;
"Personal Data"	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;
"Personal Data Breach"	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;
"Prescribed Person"	a legal adviser, an MP or an appropriate body which a whistle-blower may make a disclosure to as detailed in 'Whistleblowing: list of prescribed people and bodies', 24 November 2016, available online at: https://www.gov.uk/government/publications/blowing-the-whistle-list-of-prescribed-people-and-bodies ;
"Processing"	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;
"Processor"	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;
"Processor Personnel"	all directors, officers, employees, agents, consultants and suppliers of the Processor and/or of any Subprocessor engaged in the performance of its obligations under the Contract;
"Progress Meeting"	a meeting between the Buyer Authorised Representative and the Supplier Authorised Representative;



"Progress Report"		port provided by the Supplier indicating the steps taken to ieve Milestones or delivery dates;
"Prohibited Acts"	(a)	to directly or indirectly offer, promise or give any person working for or engaged by the Buyer or any other public body a financial or other advantage to:
		(xix) induce that person to perform improperly a relevant function or activity; or
		(xx) reward that person for improper performance of a relevant function or activity;
	(b)	to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with the Contract; or
	(c)	committing any offence:
		(xxi) under the Bribery Act 2010 (or any legislation repealed or revoked by such Act); or
		(xxii) under legislation or common law concerning fraudulent acts; or
		(xxiii) defrauding, attempting to defraud or conspiring to defraud the Buyer or other public body; or
	(d)	any activity, practice or conduct which would constitute one of the offences listed under (c) above if such activity, practice or conduct had been carried out in the UK;
"Protective Measures"	tech of:	nnical and organisational measures which must take account
	(a)	the nature of the data to be protected
	(b)	harm that might result from Data Loss Event;
	(c)	state of technological development
	(d)	the cost of implementing any measures
	con serv can ass	uding pseudonymising and encrypting Personal Data, ensuring fidentiality, integrity, availability and resilience of systems and vices, ensuring that availability of and access to Personal Data be restored in a timely manner after an incident, and regularly essing and evaluating the effectiveness of the such measures pted by it;



"Public Sector Body "	means a formally established organisation that is (at least in part) publicly funded to deliver a public or government service;	
"Recall"	a request by the Supplier to return Goods to the Supplier or the manufacturer after the discovery of safety issues or defects (including defects in the IPR rights) that might endanger health or hinder performance;	
"Recipient Party"	the Party which receives or obtains directly or indirectly Confidential Information;	
"Rectification Plan"	the Supplier's plan (or revised plan) to rectify its breach using the template in Schedule 25 (Rectification Plan) which shall include: (a) full details of the Notifiable Default that has occurred, including a root cause analysis;	
	(b) the actual or anticipated effect of the Notifiable Default; and	
	(c) the steps which the Supplier proposes to take to rectify the Notifiable Default (if applicable) and to prevent such Notifiable Default from recurring, including timescales for such steps and for the rectification of the Notifiable Default (where applicable);	
"Rectification Plan Process"	the process set out in Clause 11;	
"Regulations"	the Public Contracts Regulations 2015 and/or the Public Contracts (Scotland) Regulations 2015 (as the context requires);	
"Reimbursable Expenses"	the reasonable out of pocket travel and subsistence (for example, hotel and food) expenses, properly and necessarily incurred in the performance of the Services, calculated at the rates and in accordance with the Buyer's expenses policy current from time to time, but not including:	
	(a) travel expenses incurred as a result of Supplier Staff travelling to and from their usual place of work, or to and from the premises at which the Services are principally to be performed, unless the Buyer otherwise agrees in advance in writing; and	
	(b) subsistence expenses incurred by Supplier Staff whilst performing the Services at their usual place of work, or to and	



	from the premises at which the Services are principally to be performed;
"Relevant Requirements"	all applicable Law relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State pursuant to section 9 of the Bribery Act 2010;
"Relevant Tax Authority"	HMRC, or, if applicable, the tax authority in the jurisdiction in which the Supplier is established;
"Reminder Notice"	a notice sent in accordance with Clause 14.6.1 given by the Supplier to the Buyer providing notification that payment has not been received on time;
"Replacement Deliverables"	any deliverables which are substantially similar to any of the Deliverables and which the Buyer receives in substitution for any of the Deliverables, whether those goods are provided by the Buyer internally and/or by any third party;
"Replacement Supplier"	any third party provider of Replacement Deliverables appointed by or at the direction of the Buyer from time to time or where the Buyer is providing Replacement Deliverables for its own account, shall also include the Buyer;
"Request For Information"	a request for information or an apparent request relating to the Contract for the provision of the Deliverables or an apparent request for such information under the FOIA or the EIRs;
"Required Action"	means the action the Buyer will take and what Deliverables it will control during the Step-In Process;
"Required Insurances"	the insurances required by Schedule 22 (Insurance Requirements);
"Satisfaction Certificate"	the certificate (materially in the form of the document contained in Annex 2 of Part B of Schedule 8 (Implementation Plan and Testing) or as agreed by the Parties where Schedule 8 is not used in this Contract) granted by the Buyer when the Supplier has Achieved a Milestone or a Test;
"Schedules"	any attachment to the Contract which contains important information specific to each aspect of buying and selling;
"Security Management Plan"	the Supplier's security management plan prepared pursuant to Schedule 16 (Security) (if applicable);



"Security Policy"	the Buyer's security policy, referred to in the Award Form, in force as at the Start Date (a copy of which has been supplied to the Supplier), as updated from time to time and notified to the Supplier;
"Serious Fraud Office"	the UK Government body named as such as may be renamed or replaced by an equivalent body from time to time;
"Service Credits"	any service credits specified in the Annex to Part A of Schedule 10 (Service Levels) being payable by the Supplier to the Buyer in respect of any failure by the Supplier to meet one or more Service Levels;
"Service Levels"	any service levels applicable to the provision of the Deliverables under the Contract (which, where Schedule 10 (Service Levels) is used in this Contract, are specified in the Annex to Part A of such Schedule);
"Service Period"	has the meaning given to it in the Award Form;
"Services"	services made available by the Supplier as specified in Schedule 2 (Specification) and in relation to a Contract as specified in the Award Form;
"Sites"	any premises (including the Buyer Premises, the Supplier's premises or third party premises) from, to or at which:
	(a) the Deliverables are (or are to be) provided; or
	(b) the Supplier manages, organises or otherwise directs the provision or the use of the Deliverables;
	 those premises at which any Supplier Equipment or any part of the Supplier System is located (where ICT Services are being provided)
"SME"	an enterprise falling within the category of micro, small and medium sized enterprises defined by the Commission Recommendation of 6 May 2003 concerning the definition of micro, small and medium enterprises;
"Social Value"	the additional social benefits that can be achieved in the delivery of the Contract set out in Schedule 2 (Specification) and either (i) Schedule 10 (Service Levels) (where used) or (ii) Part C of Schedule 26 (Sustainability) (where Schedule 10 (Service Levels) is not used)



"Social Value KPIs"	the Social Value priorities set out in Schedule 2 (Specification) and either (i) Schedule 10 (Service Levels) (where used) or (ii) Part C of Schedule 26 (Sustainability) (where Schedule 10 (Service Levels) is not used		
"Social Value Report"	the report the Supplier is required to provide to the Buyer pursuant to Paragraph 1 of Part C of Schedule 26 (Sustainability) where Schedule 10 (Service Levels) is not used		
"Special Terms"	any additional terms and conditions set out in the Award Form incorporated into the Contract;		
"Special IPR Terms"	any additional terms and conditions relating to IPR set out in the Award Form incorporated into the Contract;		
"Specific Change in Law"	a Change in Law that relates specifically to the business of the Buyer and which would not affect a Comparable Supply where the effect of that Specific Change in Law on the Deliverables is not reasonably foreseeable at the Start Date;		
"Specification"	the specification set out in Schedule 2 (Specification), as may, in relation to the Contract, be supplemented by the Award Form;		
"Standards"	any:		
	(a) standards published by BSI British Standards, the National Standards Body of the United Kingdom, the International Organisation for Standardisation or other reputable or equivalent bodies (and their successor bodies) that a skilled and experienced operator in the same type of industry or business sector as the Supplier would reasonably and ordinarily be expected to comply with;		
	(b) standards detailed in the specification in Schedule 2 (Specification);		
	(c) standards detailed by the Buyer in the Award Form or agreed between the Parties from time to time;		
	(d) relevant Government codes of practice and guidance applicable from time to time;		
"Start Date"	the date specified on the Award Form;		
"Step-In Process"	the process set out in Clause 13;		



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"Step-In Trigger	means:	
Event"	(a) the Supplier's level of performance constituting a Critical Service Level Failure;	
	(b) the Supplier committing a material Default which is irremediable;	
	(c) where a right of termination is expressly reserved in this Contract;	
	(d) an Insolvency Event occurring in respect of the Supplier or any Guarantor required under the Award Form;	
	 (e) a Default by the Supplier that is materially preventing or materially delaying the provision of the Deliverables or any material part of them; 	
	(f) the Buyer considers that the circumstances constitute an emergency despite the Supplier not being in breach of its obligations under this agreement;	
	(g) the Buyer being advised by a regulatory body that the exercise by the Buyer of its rights under Clause 13 is necessary;	
	 (h) the existence of a serious risk to the health or safety of persons, property or the environment in connection with the Deliverables; and/or 	
	(i) a need by the Buyer to take action to discharge a statutory duty;	
"Step-Out Plan"	means the Supplier's plan that sets out how the Supplier will resume the provision of the Deliverables and perform all its obligations under the Contract following the completion of the Step-In Process;	
"Storage Media"	the part of any device that is capable of storing and retrieving data;	
"Sub-Contract"	any contract or agreement (or proposed contract or agreement), other than the Contract, pursuant to which a third party:	
	(a) provides the Deliverables (or any part of them);	
	(b) provides facilities or services necessary for the provision of the Deliverables (or any part of them); and/or	
	(c) is responsible for the management, direction or control of the provision of the Deliverables (or any part of them);	



"Subcontractor"	any person other than the Supplier, who is a party to a Sub-Contract and the servants or agents of that person;	
"Subprocessor"	any third Party appointed to process Personal Data on behalf of the Supplier related to the Contract;	
"Subsidiary Undertaking"	has the meaning set out in section 1162 of the Companies Act 2006;	
"Supplier"	the person, firm or company identified in the Award Form;	
"Supplier Assets"	all assets and rights used by the Supplier to provide the Deliverables in accordance with the Contract but excluding the Buyer Assets;	
"Supplier Authorised Representative"	the representative appointed by the Supplier named in the Award Form, or later defined in a Contract;	
"Supplier Equipment"	the Supplier's hardware, computer and telecoms devices, equipment, plant, materials and such other items supplied and used by the Supplier (but not hired, leased or loaned from the Buyer) in the performance of its obligations under this Contract;	
"Supplier Existing IPR"	(a) the Supplier's software platforms, application programming interfaces (APIs), algorithms and other software and/or development tools and interfaces which may be used by the Supplier or made available to the Buyer from time to time in the provision of the Services; (b) its methodologies, formulas, segmentation, know-how, processes, databases (including but not limited to demographic data within the panelist data library, sample quotas and weighting targets used or developed by YouGov to provide the Services); (c) the design and "look and feel" of any reports, charts, plans, specifications, documentation, forms, templates used or developed by YouGov to provide the Services; and (d) any and all IPR that are owned by or licensed to the Supplier and which are or have been developed independently of the Contract (whether prior to the Start Date or otherwise)	
"Supplier Existing IPR Licence"	means a licence to be offered by the Supplier to the Supplier Existing IPR as set out in Para 1.2 of Schedule 36.	



"Supplier Group"	means the Supplier, its Dependent Parent Undertakings and all Subsidiary Undertakings and Associates of such Dependent Parent Undertakings;	
"Supplier Non-	where the Supplier has failed to:	
Performance"	(a) Achieve a Milestone by its Milestone Date;	
	(b) provide the Goods and/or Services in accordance with the Service Levels; and/or	
	(c) comply with an obligation under the Contract;	
"Supplier Profit"	in relation to a period, the difference between the total Charges (in nominal cash flow terms but excluding any Deductions and total Costs (in nominal cash flow terms) in respect of the Contract for the relevant period;	
"Supplier Profit Margin"	in relation to a period or a Milestone (as the context requires), the Supplier Profit for the relevant period or in relation to the relevant Milestone divided by the total Charges over the same period or in relation to the relevant Milestone and expressed as a percentage;	
"Supplier Staff"	all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any Subcontractor engaged in the performance of the Supplier's obligations under the Contract;	
"Supplier's Confidential Information"	(a) any information, however it is conveyed, that relates to the business, affairs, developments, IPR of the Supplier (including the Supplier Existing IPR) trade secrets, Know-How, and/or personnel of the Supplier;	
	 (b) any other information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential and which comes (or has come) to the Supplier's attention or into the Supplier's possession in connection with the Contract; Information derived from any of (a) and (b) above; 	
"Supplior's		
"Supplier's Contract Manager"	the person identified in the Award Form appointed by the Supplier to oversee the operation of the Contract and any alternative person whom the Supplier intends to appoint to the role, provided that the Supplier informs the Buyer prior to the appointment;	
"Supply Chain Information Report Template"	the document at Annex 1 of Schedule 18 (Supply Chain Visibility);	



"Supporting Documentation"	sufficient information in writing to enable the Buyer to reasonably assess whether the Charges, Reimbursable Expenses and other sums due from the Buyer under the Contract detailed in the information are properly payable;	
"Tender Response"	the tender submitted by the Supplier to the Buyer and annexed to or referred to in Schedule 4 (Tender);	
"Termination Assistance"	the activities to be performed by the Supplier pursuant to the Exit Plan, and other assistance required by the Buyer pursuant to the Termination Assistance Notice;	
"Termination Assistance Notice"	has the meaning given to it in Paragraph 5.1 of Schedule 30 (Exit Management);	
"Termination Notice"	a written notice of termination given by one Party to the other, notifying the Party receiving the notice of the intention of the Party giving the notice to terminate the Contract on a specified date and setting out the grounds for termination;	
"Test Issue"	any variance or non-conformity of the Deliverables or Deliverables from their requirements as set out in the Contract;	
"Test Plan"	 a plan: (a) for the Testing of the Deliverables; and (b) setting out other agreed criteria related to the achievement of Milestones; 	
"Tests and Testing"	any tests required to be carried out pursuant to the Contract as set out in the Test Plan or elsewhere in the Contract and " Tested " shall be construed accordingly;	
"Third Party IPR"	Intellectual Property Rights owned by a third party which is or will be used by the Supplier for the purpose of providing the Deliverables;	
"Third Party IPR Licence"	means a licence to the Third Party IPR as set out in Paragraph 1.6 of Schedule 36	
"Transparency Information"	the Transparency Reports and the content of the Contract, including any changes to this Contract agreed from time to time, except for –	



"Transparency Reports"	 (a) any information which is exempt from disclosure in accordance with the provisions of the FOIA, which shall be determined by the Buyer; and (b) Commercially Sensitive Information; the information relating to the Deliverables and performance pursuant to the Contract which the Supplier is required to provide to the Buyer in accordance with the reporting requirements in Schedule 6 (Transparency Reports); 	
"UK GDPR"	Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (United Kingdom General Data Protection Regulation), as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018, together with the Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019	
"Variation"	means a variation to the Contract;	
"Variation Form"	the form set out in Schedule 21 (Variation Form);	
"Variation Procedure"	the procedure set out in Clause 28 (Changing the contract);	
"VAT"	value added tax in accordance with the provisions of the Value Added Tax Act 1994;	
"VCSE"	a non-governmental organisation that is value-driven and which principally reinvests its surpluses to further social, environmental or cultural objectives;	
"Verification Period"	has the meaning given to it in the table in Annex 2 of Schedule 3 (Charges);	
"Work Day"	7.5 Work Hours, whether or not such hours are worked consecutively and whether or not they are worked on the same day;	
"Work Hours"	the hours spent by the Supplier Staff properly working on the provision of the Deliverables including time spent travelling (other than to and from the Supplier's offices, or to and from the Sites) but excluding lunch breaks;	



"Worker"	any one of the Supplier Staff which the Buyer, in its reasonable opinion, considers is an individual to which Procurement Policy Note 08/15 (Tax Arrangements of Public Appointees) (https://www.gov.uk/government/publications/procurement-policynote-0815-tax-arrangements-of-appointees) applies in respect of the Deliverables; and
"Working Day"	any day other than a Saturday or Sunday or public holiday in England and Wales unless specified otherwise by the Parties in the Award Form.

Schedule 6 (Transparency Reports)

- 1.1 The Supplier recognises that the Buyer is subject to PPN 01/17 (Updates to transparency principles v1.1 (https://www.gov.uk/government/publications/procurement-policy-note-0117-update-to-transparency-principles). The Supplier shall comply with the provisions of this Schedule in order to assist the Buyer with its compliance with its obligations under that PPN.
- 1.2 Without prejudice to the Supplier's reporting requirements set out in the Contract, within three (3) Months of the Start Date the Supplier shall submit to the Buyer for Approval (such Approval not to be unreasonably withheld or delayed) draft Transparency Reports consistent with the content requirements and format set out in the Annex of this Schedule.
- 1.3 If the Buyer rejects any proposed Transparency Report submitted by the Supplier, the Supplier shall submit a revised version of the relevant report for further Approval within five (5) days of receipt of any notice of rejection, taking account of any recommendations for revision and improvement to the report provided by the Buyer. If the Parties fail to agree on a draft Transparency Report the Buyer shall determine what should be included. Any other disagreement in connection with Transparency Reports shall be treated as a Dispute.
- 1.4 The Supplier shall provide accurate and up-to-date versions of each Transparency Report to the Buyer at the frequency referred to in the Annex of this Schedule.

Annex A: List of Transparency Reports



Title	Content	Format	Frequency
None identified			



Schedule 20 (Processing Data)

1. Status of the Controller

- 1.1 The Parties acknowledge that for the purposes of the Data Protection Legislation, the nature of the activity carried out by each of them in relation to their respective obligations under a Contract dictates the status of each party under the DPA 2018. A Party may act as:
 - 1.1.1 "Controller" in respect of the other Party who is "Processor";
 - 1.1.2 "Processor" in respect of the other Party who is "Controller";
 - 1.1.3 "Joint Controller" with the other Party;
 - 1.1.4 "Independent Controller" of the Personal Data where the other Party is also "Controller",

in respect of certain Personal Data under a Contract and shall specify in Annex 1 (Processing Personal Data) which scenario they think shall apply in each situation.

2. Where one Party is Controller and the other Party its Processor

- 2.1 Where a Party is a Processor, the only Processing that it is authorised to do is listed in Annex 1 (Processing Personal Data) by the Controller.
- 2.2 The Processor shall notify the Controller immediately if it considers that any of the Controller's instructions infringe the Data Protection Legislation.
- 2.3 The Processor shall provide all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment prior to commencing any Processing. Such assistance may, at the discretion of the Controller, include:
 - 2.3.1 a systematic description of the envisaged Processing and the purpose of the Processing;
 - 2.3.2 an assessment of the necessity and proportionality of the Processing in relation to the Services;



- 2.3.3 an assessment of the risks to the rights and freedoms of Data Subjects; and
- 2.3.4 the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
- 2.4 The Processor shall, in relation to any Personal Data Processed in connection with its obligations under the Contract:
 - 2.4.1 Process that Personal Data only in accordance with Annex 1 (Processing Personal Data), unless the Processor is required to do otherwise by Law. If it is so required the Processor shall notify the Controller before Processing the Personal Data unless prohibited by Law;
- 2.4.2 ensure that it has in place Protective Measures, including in the case of the Supplier the measures set out in Clause 18.4 of the Core Terms, which the Controller may reasonably reject (but failure to reject shall not amount to approval by the Controller of the adequacy of the Protective Measures) having taken account of the:
 - a) nature of the data to be protected;
 - b) harm that might result from a Personal Data Breach;
 - c) state of technological development; and
 - d) cost of implementing any measures;
- 2.4.3 ensure that:
 - a) the Processor Personnel do not Process Personal Data except in accordance with the Contract (and in particular Annex 1 (Processing Personal Data));
 - b) it uses all reasonable endeavours to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:
 - (i) are aware of and comply with the Processor's duties under this Schedule 20, Clauses 18 (Data protection), 19 (What you must keep confidential) and 20 (When you can share information);
 - (ii) are subject to appropriate confidentiality undertakings with the Processor or any Subprocessor;



- (ii) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Controller or as otherwise permitted by the Contract; and
- (v) have undergone adequate training in the use, care, protection and handling of Personal Data;
- 2.4.4 not transfer Personal Data outside of the UK except as otherwise set out in Annex 1 unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:
- a) the transfer is in accordance with Article 45 of the UK GDPR (or section 73 of DPA 2018); or
- b) the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with UK GDPR Article 46 or section 75 of the DPA 2018) as determined by the Controller which could include relevant parties entering into the International Data Transfer Agreement (the "IDTA"), or International Data Transfer Agreement Addendum to the European Commission's SCCs (the "Addendum"), as published by the Information Commissioner's Office from time to time, as well as any additional measures determined by the Controller;
- c) the Data Subject has enforceable rights and effective legal remedies;
- d) the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Controller in meeting its obligations); and
- e) the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the Processing of the Personal Data:
- 2.4.5 where the Personal Data is subject to EU GDPR, not transfer Personal Data outside of the EU unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:



- a) the transfer is in accordance with Article 45 of the EU GDPR; or
- b) the transferring Party has provided appropriate safeguards in relation to the transfer in accordance with Article 46 of the EU GDPR as determined by the non-transferring Party which could include relevant parties entering into Standard Contractual Clauses in the European Commission's decision 2021/914/EU or such updated version of such Standard Contractual Clauses as are published by the European Commission from time to time as well as any additional measures determined by the non-transferring Party;
 - c) the Data Subject has enforceable rights and effective legal remedies.
 - d) the transferring Party 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 non-transferring Party in meeting its obligations); and
 - e) the transferring Party complies with any reasonable instructions notified to it in advance by the non-transferring Party with respect to the processing of the Personal Data; and
- 2.4.6 at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the Contract unless the Processor is required by Law to retain the Personal Data.
- 2.5 Subject to Paragraph 2.6 of this Schedule 20, the Processor shall notify the Controller immediately if in relation to it Processing Personal Data under or in connection with the Contract it:
 - 2.5.1 receives a Data Subject Access Request (or purported Data Subject Access Request);
 - 2.5.2 receives a request to rectify, block or erase any Personal Data;
 - 2.5.3 receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
 - 2.5.4 receives any communication from the Information Commissioner or a



- other regulatory authority in connection with Personal Data Processed under the Contract;
- 2.5.5 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
- 2.5.6 becomes aware of a Personal Data Breach.
- 2.6 The Processor's obligation to notify under Paragraph 2.5 of this Schedule 20 shall include the provision of further information to the Controller, as details become available.
- 2.7 Taking into account the nature of the Processing, the Processor shall provide the Controller with assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under Paragraph 2.5 of this Schedule 20 (and insofar as possible within the timescales reasonably required by the Controller) including by immediately providing:
 - 2.7.1 the Controller with full details and copies of the complaint, communication or request;
 - 2.7.2 such assistance as is reasonably requested by the Controller to enable it to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
 - 2.7.3 the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;
 - 2.7.4 assistance as requested by the Controller following any Personal Data Breach; and/or
 - 2.7.5 assistance as requested by the Controller with respect to any request from the Information Commissioner's Office or any other regulatory authority, or any consultation by the Controller with the Information Commissioner's Office or any other regulatory authority.
- 2.8 The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this Schedule 20. This requirement does not apply where the Processor employs fewer than 250 staff, unless:



- 2.8.1 the Controller determines that the Processing is not occasional;
- 2.8.2 the Controller determines the Processing includes special categories of data as referred to in Article 9(1) of the UK GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the UK GDPR; or
- 2.8.3 the Controller determines that the Processing is likely to result in a risk to the rights and freedoms of Data Subjects.
- 2.9 The Processor shall allow for audits of its Data Processing activity by the Controller or the Controller's designated auditor.
- 2.10 The Parties shall designate a Data Protection Officer if required by the Data Protection Legislation.
- 2.11 Before allowing any Subprocessor to Process any Personal Data related to the Contract, the Processor must:
- 2.11.1 notify the Controller in writing of the intended Subprocessor and Processing:
 - 2.11.2 obtain the written consent of the Controller;
 - 2.11.3 enter into a written agreement with the Subprocessor which give effect to the terms set out in this Schedule 20 such that they apply to the Subprocessor; and
 - 2.11.4 provide the Controller with such information regarding the Subprocessor as the Controller may reasonably require.
- 2.12 The Processor shall remain fully liable for all acts or omissions of any of its Subprocessors.
- 2.13 The Buyer may, at any time on not less than 30 Working Days' notice, revise this Schedule 20 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to the Contract).
- 2.14 The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Buyer may on not less than 30 Working Days' notice to the Supplier amend the Contract to ensure that it complies with any guidance issued by the Information Commissioner's Office.
- 3. Where the Parties are Joint Controllers of Personal Data



3.1 In the event that the Parties are Joint Controllers in respect of Personal Data under the Contract, the Parties shall implement Paragraphs that are necessary to comply with UK GDPR Article 26 based on the terms set out in Annex 2 to this Schedule 20 (Processing Data).

Independent Controllers of Personal Data

- 3.2 With respect to Personal Data provided by one Party to another Party for which each Party acts as Controller but which is not under the Joint Control of the Parties, each Party undertakes to comply with the applicable Data Protection Legislation in respect of their Processing of such Personal Data as Controller.
- 3.3 Each Party shall Process the Personal Data in compliance with its obligations under the Data Protection Legislation and not do anything to cause the other Party to be in breach of it.
- 3.4 Where a Party has provided Personal Data to the other Party in accordance with Paragraph 3.2 of this Schedule 20 above, the recipient of the Personal Data will provide all such relevant documents and information relating to its data protection policies and procedures as the other Party may reasonably require.
- 3.5 The Parties shall be responsible for their own compliance with Articles 13 and 14 UK GDPR in respect of the Processing of Personal Data for the purposes of the Contract.
- 3.6 The Parties shall only provide Personal Data to each other:
 - 3.6.1 to the extent necessary to perform their respective obligations under the Contract;
 - 3.6.2 in compliance with the Data Protection Legislation (including by ensuring all required data privacy information has been given to affected Data Subjects to meet the requirements of Articles 13 and 14 of the UK GDPR); and
 - 3.6.3 where it has recorded it in Annex 1 (Processing Personal Data).
- 3.7 Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, each Party shall, with respect to its Processing of Personal Data as Independent Controller, implement and maintain appropriate technical and organisational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1)(a), (b), (c) and (d) of the UK GDPR, and the



measures shall, at a minimum, comply with the requirements of the Data Protection Legislation, including Article 32 of the UK GDPR.

- 3.8 A Party Processing Personal Data for the purposes of the Contract shall maintain a record of its Processing activities in accordance with Article 30 UK GDPR and shall make the record available to the other Party upon reasonable request.
- 3.9 Where a Party receives a request by any Data Subject to exercise any of their rights under the Data Protection Legislation in relation to the Personal Data provided to it by the other Party pursuant to the Contract ("Request Recipient"):
 - 3.9.1 the other Party shall provide any information and/or assistance as reasonably requested by the Request Recipient to help it respond to the request or correspondence, at the cost of the Request Recipient; or
 - 3.9.2 where the request or correspondence is directed to the other Party and/or relates to that other Party's Processing of the Personal Data, the Request Recipient will:
 - a) promptly, and in any event within five (5) Working Days of receipt of the request or correspondence, inform the other Party that it has received the same and shall forward such request or correspondence to the other Party; and
 - b) provide any information and/or assistance as reasonably requested by the other Party to help it respond to the request or correspondence in the timeframes specified by Data Protection Legislation.
- 3.10 Each Party shall promptly notify the other Party upon it becoming aware of any Personal Data Breach relating to Personal Data provided by the other Party pursuant to the Contract and shall:
 - 3.10.1 do all such things as reasonably necessary to assist the other Party in mitigating the effects of the Personal Data Breach;
 - 3.10.2 implement any measures necessary to restore the security of any compromised Personal Data;
 - 3.10.3 work with the other Party to make any required notifications to the Information Commissioner's Office or any other regulatory authority and affected Data Subjects in accordance with the Data Protection Legislation (including the timeframes set out therein); and



- 3.10.4 not do anything which may damage the reputation of the other Party or that Party's relationship with the relevant Data Subjects, save as required by Law.
- 3.11 Personal Data provided by one Party to the other Party may be used exclusively to exercise rights and obligations under the Contract as specified in Annex 1 (Processing Personal Data).
- 3.12 Personal Data shall not be retained or processed for longer than is necessary to perform each Party's respective obligations under the Contract which is specified in Annex 1 (Processing Personal Data).
- 3.13 Notwithstanding the general application of Paragraphs 2.1 to 2.14 of this Schedule 20 to Personal Data, where the Supplier is required to exercise its regulatory and/or legal obligations in respect of Personal Data, it shall act as an Independent Controller of Personal Data in accordance with Paragraphs 3.2 to 3.12 of this Schedule 20.



Annex 1 - Processing Personal Data

- This Annex shall be completed by the Controller, who may take account of the view of the Processor, however the final decision as to the content of this Annex shall be with the Buyer at its absolute discretion.
- 1.1 The contact details of the Buyer's Data Protection Officer are: informationmanagement@food.gov.uk
- 1.3 The Processor shall comply with any further written instructions with respect to Processing by the Controller.
- 1.4 Any such further instructions shall be incorporated into this Annex.

Description	Details
Identity of Controller for each Category of Personal Data	When the Supplier's proprietary panel is used to provide anonymous, aggregated datafiles, data tabulations and reports that are derived from it, the Supplier is the sole "data controller", "business", or equivalent term describing a business that is ultimately responsible for the use of data, of the survey data that is collected. This is because we determine the purposes and means of the data being collected and used.
	Where research is being carried out using sample provided by the Buyer, the Buyer is the data controller and the Supplier is the data processor.
Duration of the Processing	Throughout the period of the contract.
Nature and purposes of the Processing	Where the Supplier is the data controller: The Supplier will be inviting members of its own research panel to participate in surveys. Where the Buyer is the data controller: The Supplier will be inviting individuals provided by the Buyer to participate in surveys.



Type of Personal Data	Survey responses, and other personal information (postcode, address, date of birth and other demographic information) has already been collected by the Supplier to inform sampling, weighting and analysis and is not necessary to collect as primary data for this contract. No identifiable personal data will be shared with the FSA. Data tabulations are created on an aggregated basis. Datafiles will be anonymised.
Categories of Data Subject	Where the Supplier is the data controller: Members of the Supplier's research panel. For clarity, the Supplier will also be the controller for 'other personal information (e.g. postcode, address, date of birth and other demographic information) that has already been collected by the Supplier to inform sampling, weighting and analysis'). The reason for this is that the FSA requires the Supplier to process that specific information for this exercise. This is in respect of that data for 100% clarity.
	Where the Buyer is the data controller: individuals selected by the Buyer.
	More information about the supplier's approach to privacy is available here: https://corporate.yougov.com/compliance/privacy-security/our-approach-to-privacy/
Plan for return and destruction of the data once the Processing is complete	All datafiles shared with the FSA will be anonymised. Any datafiles created by the Supplier that link survey and personal data would be anonymised. Any datafiles held by the Supplier containing survey and anonymised personal data would be destroyed 12 months on from the conclusion of the project.
UNLESS requirement under law to preserve that type of data	
Locations at which the Supplier and/or its Sub-contractors process Personal	Access: London, UK and potentially our data processing hubs in Romania and India. Data storage: United Kingdom, Ireland



Data under this	
Contract	
Protective	YouGov is ISO27001:2013 certified. Certificate Number: IS 701177.
Measures that the	The Information Security Management System relating to all client
Supplier and,	confidential information that is processed by YouGov through the
where applicable,	contractual provision of market research services by YouGov for
its Sub-contractors	the client. YouGov also holds Cyber Essentials Plus, certificate
have implemented	number: 2452246718982848 and we have a full-time dedicated
to protect Personal	Group Information Security Manager (Hussein Nasser).
Data processed	, , , , , , , , , , , , , , , , , , , ,
under this Contract	YouGov also holds Cyber Essentials Plus, certificate number:
Agreement against	2452246718982848 and we have a full-time dedicated Group
a breach of	Information Security Manager (Hussein Nasser).
security (insofar as	
that breach of	In reference to data breaches, our Group Personal Data Breach
security relates to	Policy addresses data breaches by addressing four key stages:
data) or a Personal	Recognising a data breach and alerting the Breach Response
· ·	Team,
Data Breach	ream,
	Assessing the breach,
	· ·
	Notifying relevant authorities and affected individuals (if
	necessary), and
	Recording and addressing remedial actions
Supplier Sub-	As detailed at https://corporate.yougov.com/esg/governance/our-
processors	data-commitment/our-use-sub-processors/
ρισσοσοίο	data commitment/our-use-sub-processors/



Schedule 2 (Specification)

This Schedule sets out what the Buyer wants.

For all Deliverables, the Supplier must help the Buyer comply with any specific applicable Standards of the Buyer.

Our social value priorities. These are our priorities in this procurement:

1. Health and Wellbeing

Specification Reference

FS900280

Specification Title

Consumer Insights Tracker

Contract Duration

3 years (with annual break clauses)

This specification, which forms part of the Invitation to Tender (ITT), comprises of three individual sections: -

- A. SPECIFICATION: An outline of the requirement
- B. PROCUREMENT TIMETABLE: An estimated timetable for the procurement of the proposed requirement
- C. TENDER REQUIREMENTS AND EVALUATION CRITERIA: Provides guidance to applicants on the information that should be included within tenders and on the evaluation criteria and weightings used by appraisers when assessing and scoring tenders

Tenders for FSA funded projects must be submitted through the FSA E-sourcing and contract management system, ECMS, using the following link: https://health-family.force.com/s/Welcome

Failure to do so may result in the tender response not being processed by the system or the response being automatically disqualified during the evaluation stage of the tender process.



THE SPECIFICATION, INCLUDING PROJECT TIMETABLE AND EVALUATION OF TENDERS

GENERAL INTRODUCTION

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

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

The <u>FSA's strategy (2022-2027)</u> sets out our vision for the UK's food system over the next five years with the fundamental vision being *Food you can trust*. By which we mean a food system in which:

- Food is safe
- Food is what it says it is
- Food is healthier and more sustainable



The FSA has developed seven guiding principles that set out how we want to work over the next five years. These include 'working with and through others' - collaborating with organisations and individuals with the right expertise to ensure our research has the greatest impact; and being 'science and evidence led'; research is a critical element of our work, producing insights and analysis that inform our own work and the policy and practice of other organisations in the food system.

This research will provide continuous updates for stakeholders (including FSA, cross-government and non-government organisations) on consumer attitudes and behaviours on a range of topics relating to the food system. This research will also be carried out through the FSA's capacity as an evidence generator.

A. THE SPECIFICATION

Background

The FSA pledges to protect public health and consumers' wider interests in food. As such, we need to regularly track consumer opinion and attitudes towards a range of issues affecting the food system.

Our flagship Food and You 2 Survey is conducted and published biannually, and measures self-reported consumer knowledge, attitudes and behaviours related to food safety and other food issues amongst adults in England, Wales, and Northern Ireland. With a large sample size and robust methodology and sampling design, this survey offers valuable insights to the FSA's understanding of consumers. Due to its methodology and sampling approach, Food and You 2 fieldwork takes approximately 2-3 months and as an official statistic, data is available approximately 6 months after data collection. As a result, the FSA requires supplementary data that provides more timely insights (delivered during, or shortly after the month of data collection) that can provide more granular changes in consumer attitudes and behaviours overtime. More granular insights allow the FSA to monitor seasonal variations and the impacts of food incidents or other wider issues (such as financial crises) on consumer attitudes and behaviours.

In April 2020, the FSA established the COVID-19 tracking survey – a monthly tracker established to understand the impacts of the pandemic on consumers and to inform the FSA's COVID-19 response. In September 2021, the FSA then established the CO2 tracking survey (in response to global shortages of CO2 and the potential impacts that this could have on the food system). These surveys were replaced with the Consumer Insights Tracker in November 2021, which continued many trends that



were previously established in the COVID-19 and CO2 trackers, but also began monitoring new questions and topics.

The Consumer Insights Tracker currently provides monthly monitoring of consumer behaviour and attitudes on the following topics:

- Food insecurity
- Food availability
- Concerns in relation to food
- Confidence in the food supply chain
- Confidence in the FSA

Currently, the tracker is conducted online via an online omnibus methodology using opt-in panels with a nationally representative sample of 2,000 adults across England, Wales and Northern Ireland. The data is weighted to be representative of the adult population aged 16 – 75 living in England, Wales and Northern Ireland on key demographics: age, gender, working status and social grade. An elimination rule is applied to the online omnibus so that participants will not be invited to complete two consecutive surveys. For example, in a monthly survey participants would be eliminated from the sample if they had completed the survey in the month prior. Data is collected monthly on a range of questions covering the stated topics, with timeseries data available for most questions (this varies according to when the question was first asked). The Consumer Insights Tracker has several key outputs, including slides, bulletin reports, full length reports, data tables and raw data files (see outputs section for further details on each of these).

The Consumer Insights Tracker has a broad array of stakeholders including:

- FSA (internal) stakeholders including the communications team, strategy unit, analytical teams, policy colleagues and senior stakeholders (the CEO, FSA's Chair and Executive management teams). Data from the Consumer Insights Tracker is regularly used by internal stakeholders in presentations, briefings and for press activities.
- FSA's Advisory Committee for Social Science (ACSS): particularly the <u>Wider</u> consumer interests working group.
- External, cross-government stakeholders including Cabinet office, DEFRA, Food Standards Scotland (FSS), DHSC, DWP and the ONS.



- External non-government stakeholders including organisations with a vested interest in the topics included in the tracker.

At the time of writing this specification, the Consumer Insights Tracker is undergoing a review, led by the ACSS wider consumer interests working group. This review is designed to explore internal and external stakeholder views of the tracker, including how it is used, and to also provide recommendations on the tracker aims/objectives, methodology, survey design, outputs and quality assurance processes. Initial findings from this review have been fed into this specification, so that tenderers are aware of the FSA's expectations for the project going forward. The final reports from the review will be made available to the winning bidder; the awarded contractor will be required to work with the FSA's project team to develop the Consumer Insights Tracker in line with the recommendations from the review.

The rest of this specification outlines the FSA's expectations and requirements from the appointed contractor for the Consumer Insights Tracker project going forwards.

The Specification

The aim of this research is to understand consumer's behaviour and perceptions on a range of topical issues (currently the Consumer Insights Tracker is focussed on collecting data on food availability, food insecurity, concerns in relation to the food industry, consumer trust/confidence in the food supply chain and in the FSA as a regulator). These insights should be collected on a monthly basis, supplementing other sources of information (namely the FSA's Food and You 2 survey) and providing timeseries and demographic insights to key stakeholders. These insights should be representative of the adult population in England, Wales and Northern Ireland.

Tenderers are encouraged to read the full list of current survey questions (provided in Annex 2) to understand the range of questions currently included in the tracking survey.

It should be noted that although the FSA currently runs a Consumer Insights Tracker, the Agency is open to any changes that could improve the quality of the project, and therefore welcomes innovative suggestions from tenderers.

Methodology

The supplier will be responsible for all aspects of the project, including recruitment, sampling, logistics and project management.



The current methodology for the Consumer Insights Tracker is outlined in the sections below. It is anticipated that the project will continue to use a similar methodology, however tenderers are encouraged to suggest alternate approaches where appropriate. Tenderers should state and justify their proposed approach to the methodology, (including the rationale for any changes), ensuring that the stated research aims are met.

Data collection

Currently, data for the Consumer Insights Tracker is collected monthly, using an online omnibus (sampled from opt-in online panels) where participants fill out a series of questions over a period of approximately 4 days each month.

The FSA anticipates that the project will continue to follow similar timescales to the ones in use currently, with monthly delivery of data. Please see Annex 5 for an example of the existing monthly timetable. Please note that it is not essential for exact timings to remain the same. However, to ensure consistency with the existing data, it is anticipated that data will continue to be collected over a weekend midmonth.

Unless tenderers can provide a justified reason for breaking the existing timeseries (for example, improved data quality or accuracy), the FSA would like to maintain the established timeseries for the existing survey wherever possible, as well as the sampling and recruitment approach.

Please state and justify the proposed data collection method for this research. Within this, tenderers should also:

- State and justify the expected timescales of data delivery.
- Outline if FSA questions will be asked within a longer questionnaire (where non-FSA questions are also responded to by participants). Tenderers should consider and outline how this could impact the quality of the data collected, including if there could be impacts from questions on similar topics being asked prior to FSA questions in the same survey. If relevant, tenderers should outline if questions are asked in the same order during each wave, and where FSA questions would be anticipated to be in this order.
- Demonstrate experience and expertise in conducting robust and nationally representative tracker surveys.
- Demonstrate experience and expertise in designing and collecting data on both 'close-ended' and 'open-ended' survey questions. If you do not have the



- required expertise within your organisation, please outline which organisation(s) you will partner with to fulfil the requirements for this project.
- Outline the ways in which future topics could be forecasted and monitored. The topics covered by the Consumer Insights Tracker are likely to change depending on the wider social and political context. Tenders must be willing to work with the FSA to ensure that the tracker questions remain relevant and useful, and should demonstrate a proactive and flexible approach to this issue. It is desirable but not essential that tenderers have experience and knowledge of the food sector and context, in order to fulfil this requirement, which should be noted in the response.

Sampling / Recruitment

Currently, participants are recruited and sampled via an online omnibus (opt-in). The sample size for each wave is approximately 2000 adults (aged 16-75), and quotas are used to ensure that the sample is representative of key demographic characteristics. The final sample is also weighted to ensure that it is nationally representative of age, gender, region, working status and social grade. The sample covers England, Wales and Northern Ireland. Participants are screened to prevent them from completing the tracker in two consecutive months.

In your response, please ensure that the following is outlined and justified:

- The proposed sampling method to achieve the stated research aims and to ensure that data are sufficiently robust. Please also state and justify the proposed sample size for each wave.
- Tenderers should indicate if and how quotas will be used to achieve a representative sample.
- The representativeness of the sample should enable the differences between demographic groups to be captured. Tenderers should state which demographics it will be possible to capture robustly (enabling between group comparison) and how each of these are measured. Tenders should identify if there are any groups at risk of underrepresentation due to the proposed methodology, and indicate how this will be mitigated (if at all).
- Tenderers should demonstrate experience and ability to conduct research across various geographic regions, and across England, Wales and Northern Ireland. Historically, the FSA have been unable to compare England with Wales and Northern Ireland due to the small sample obtained in these



nations. If possible, the FSA welcomes tenderers to explain how boosted samples in the devolved nations could be achieved to enable comparisons across the 3 nations. Tenderers should clearly outline the minimum sample that could be achieved in each nation if boosts were required.

- Although the FSA's main remit is England, Wales and Northern Ireland, it is
 possible that the FSA will collaborate with Food Standards Scotland (FSS) in
 the future, so tenderers should state their ability to meet a request to attain an
 additional representative sample in Scotland. There are no current plans to
 include Scotland in the survey sample.
- Please state how participants will be recruited, and any methods that will be employed to ensure that a robust and representative sample is recruited for each wave of data collection. This should detail where participants are recruited from (e.g. the wider sample population), and the characteristics of this group (including size). This should also cover how participants are invited to opt-in. Tenderers should also detail if and how there would be controls in place to prevent the same sample of participants repeatedly filling out the tracker survey.
- Please also outline if/ how incentives could be used.
- If tenderers plan to use any recruitment agencies or subcontractors for their research, details of this must be outlined in the response.

Survey Design

The FSA's social science team work closely with relevant teams within the FSA (including policy, communications, strategy, strategic insights and incidents) to develop new survey questions. Where possible, the FSA use existing survey questions or the Government Statistical Service (GSS) harmonised.standards. Where needed, the social science team also liaise with the members of the independent Advisory Committee for Social Science (ACSS) to develop or review survey questions. These contacts may also be called upon to advise on key aspects of the project, as needed. In the past, the FSA have worked in close relationship with the appointed contractor to finalise survey questions.

Tenders should note that the FSA require an experienced contractor who is versed in survey questionnaire design and has experience of working with policy customers. It is also desirable (not essential) for tenders to hold relevant knowledge in existing research that relate to the topics outlined above (particularly other tracking surveys). Tenders who do not hold this knowledge may need to commit time to becoming



accustomed to relevant datasets and surveys, in order to add to the FSA's awareness of other research in the same area. Tenderers should acknowledge their relevant experience or commitments to developing their knowledge in their response.

Cognitive Testing

It is possible that the FSA would like to carry out cognitive testing of the survey questions.

As part of the bid, tenderers should indicate and justify their suggested approach to the cognitive testing of all survey questions. This should cover the existing questions currently in use for the tracker (where they will remain unchanged) (see Annex 4) as well as any new questions that will be drafted during project set-up. Tenderers should also state the process which will be followed for the cognitive testing of any questions which might be incorporated into the tracker at a later date to address future policy and/or strategy needs. Tenderers should outline how this testing will be carried out to ensure that questions are robust and effective, as well as how this would be most appropriate given resourcing and timescales. Costs for cognitive testing should be provided separately in the financial template.

Analysis and Interpretation

Tenderers should indicate how data will be analysed for each wave of data (covering aspects such as significance testing, effect size estimates and confidence intervals as appropriate). A full analytical plan is required to ensure that this work is transparent and robust. Tenderers should indicate what types of data analysis would be supplied to the FSA each month, and what types of analysis would be available for the full written reports (see Outputs section). It is anticipated that tenderers will have the organisational expertise and resource to carry out more in-depth statistical analysis for the full reports, in order to fully explore the data in ways that are not feasible month-to-month. Tenderers should outline their suggestions for this, which could include time-series analysis (amongst other statistical methods).

Tenderers should indicate the data analysis that could be available on an ad-hoc basis (to meet unanticipated policy and/or strategy needs). It's likely that the FSA will require the production of short reports, slides or infographics for the Consumer Insights Tracker data. Tenderers should give details of how they could fulfil this ask and give examples of previous experience as required.

On some occasions, the FSA include open-ended options in the tracker survey (such as 'Other – please specify) which allow respondents to include extra information.



Tenderers should outline how any open responses would be analysed and presented to the FSA; including the analytical approach used and how this would be quality assured.

Outputs

With support from the existing contractor, the FSA currently produce the following outputs for the Consumer Insights Tracker (where possible, examples are linked or provided in the annex). Tenderers should outline their approach to producing equivalent, or improved products:

- Monthly slide deck: This currently combines the Consumer Insights Tracker with other relevant FSA analysis in relation to consumers (the collation of this FSA data is currently carried out in-house but is subject to review). Slides provide a visual overview of key findings each month and are shared across the FSA and across Government but are not published on the FSA website due to accessibility issues. Although these slides are well received by internal stakeholders as a useful way of visually presenting the data, the FSA welcomes suggestions of outputs that could meet accessibility needs through a different format (and would therefore be able to be published externally if required). The FSA welcomes innovative suggestions on how best to provide this information monthly to the wide range of stakeholders who use the tracker (identified in 'Background' Section), which includes non-analytical colleagues. This could include aspects such as infographics, a monthly 'dashboard' or a detailed written summary. Tenderers should outline how monthly outputs would be made suitable for a range of audiences.
- Monthly bulletin reports (published): These bulletins provide a written overview of the latest monthly data. Bulletins are published monthly and allow the FSA to publicly quote and use the data (<u>example of monthly bulletin</u> for Sept 22). These bulletins are currently produced in-house, but tenderers are encouraged to suggest how this output (or its equivalent) could be fulfilled by the supplier.
- <u>Full reports (published)</u> are produced periodically to provide commentary of
 timeseries analysis and demographic differences for key variables. These
 reports should contain more in-depth statistical analysis of demographic
 differences that can account for complexities within the data. Historically, the
 FSA has produced these reports sporadically on an ad-hoc basis but would
 like to move to a more regular publication cycle (for example, annually or



biannually). Historically, the FSA have produced these reports in-house, but the FSA would like to consider options for commissioning these types of reports to the appointed contractor. It is desirable but not essential for suppliers to have the resource and expertise to include analysis which compares tracker data to other data sources where appropriate (both FSA and external).

- Monthly data tables: these data tables include overall trends, demographic breaks, and significance testing of aggregate data. These tables are made publicly available via the FSA data catalogue and via data.gov.uk every month alongside the monthly bulletins. The FSA requires that all data is provided in an accessible and re-usable format.
- Monthly raw data files: for internal analysis, the FSA requires full raw datasets in SPSS or CSV format. These datasets should be presented in a format that enables further analysis (e.g. variables should be named logically and consistently). These are not publicly available but can be made available to individuals on request (in agreement with the FSA).
- Technical report: Although the FSA have not published a technical report historically, we would like the new contractor to be able to produce this, for improved transparency. This report will be published alongside full reports. This should cover the methodology of the tracker in detail, including, as a minimum, participant recruitment (including incentivisation), sampling, data collection, data analysis and quality assurance processes. This report should justify the tracker methodology, as well as incorporating insights into why the data produced is not comparable to other FSA publications due to methodological differences (namely Food & You 2). The purpose of the technical report will be to allow readers of the tracker report to understand the quality and reliability of the data, and links to the agency's policy of openness and transparency.

Tenderers are invited to suggest similar and/or alternative styles of outputs in order to distribute regular findings from the tracker. Please outline in your response any suitable equivalent outputs to present findings in a way that is clear and engaging for stakeholders to use. Where appropriate, tenderers are encouraged to use relevant EQUATOR network checklists for the reporting of results.



Tenderers are invited to submit examples of outputs from previous projects as part of their application to demonstrate their experience in producing a range of engaging outputs (please do not submit more than 3 examples). The FSA's project team are committed to continually improving their outputs for the benefit of their key stakeholders, with this in mind we require a contractor who is able to deliver high-quality outputs at pace; for example, infographics, reports, dashboards and slide-decks. All outputs must strictly adhere to the FSA's accessibility and branding guidelines (see accessibility section). At least one of the examples provided should meet these guidelines, or it should be demonstrated how the output could be adapted to be accessible.

All outputs should be anonymised before being shared with the FSA. All outputs will require sign-off from the FSA project team prior to publication and dissemination (this is discussed further in the Quality Management section of the ITT). This process should be factored into any timetables produced. It is expected that the supplier will work with the FSA project team to create the outputs to ensure that they fit the needs of all stakeholders.

Organisational Experience, Expertise and Staff Effort

Please note, we welcome applications from all suppliers; including those with no previous experience working with the FSA, large suppliers, SMEs, single entities, academic institutions and partnerships that combine any of these.

Tenderers should complete the tender application form, providing evidence of up to three relevant projects that the project's lead applicant and/or members of the project team are currently undertaking or have recently completed. Applications may also include suggested changes to the existing Consumer Insights Tracker research, as long as these are fully justified.

If available, tenders should provide evidence of working on successful and robust tracking surveys, engaging with a range of stakeholder groups throughout the research process, including dissemination, as well as collecting and using nationally representative data. If possible, tenderers should also demonstrate their ability to deliver fast paced, high quality research such as tracking surveys (i.e., commissioning surveys, and delivering outputs monthly or more frequently). Tenderers should have experience in collecting and analysing both quantitative and qualitative data.

Tenders should provide details of all key personnel who will be working on the project, including key contacts and partnerships. Should any element of this contract



be subcontracted, this must also be stated in proposals with details of subcontracted companies, their key personnel, and working arrangements with subcontractors. Tenderers should note that the successful contractor will be required to appoint a main point of contact who will be fully accountable for the Consumer Insights Tracker contract. They will be required to liaise closely with the FSA's nominated project officers.

Project Management

Tenders should describe how the project will be managed to ensure that objectives and deliverables will be achieved on time and within budget. Tenders should also describe how different organisations/staff will interact to deliver the desired outcomes and highlight any in-house or external accreditation for any project management systems in use and how this relates to the contract arrangement. Please outline the experience, qualifications and amount of resource each member of staff will bring to this project.

On appointment, the successful contractor will be required to attend an initial start-up meeting with the Agency (estimated to take place in May 2023). The successful contractor must ensure that they keep in regular contact with the FSA representative(s). The successful contractor will be required to attend meetings to discuss and develop the tracker (especially during project set-up), as well as regular contract review meetings. Project management meetings are likely to occur fortnightly, and contract review meetings are likely to occur at least quarterly (exact timings to be agreed between FSA and successful contractor). The appointed contractor may also be required to attend meeting with key stakeholders for the Consumer Insights Tracker, to ensure that the project meets customer needs. Meetings between the FSA and appointed supplier will be remote by default, using Microsoft Teams, with some occasional in-person meetings as per business need

Throughout the contract period, the successful contractor is encouraged to consider continuous improvements with regards to day-to-day communication and project management as well as innovative ideas and suggestions for improving outputs and dissemination of findings.

Tender applications should include a detailed timeline from commission to final output delivery as part of the response. This should include milestones such as project set-up, cognitive testing, review points, and the analysis and drafting of the full published reports.



Tenderers should also include a proposed timetable to be adapted and used for each wave of the tracker. Please see Annex 5 for an example timetable used in October 2022. Tenderers must have the resource and capacity to follow a similarly fast-paced timetable for each wave of the tracker. The Agency would also welcome suggestions for how current FSA actions (carried out in-house) could be carried out by the supplier instead. Monthly milestones will be agreed and signed off by the FSA project team and appointed supplier in advance.

Risk Management

Tenders must complete a detailed risk register, including mitigations, for their proposal.

It is desirable but not essential for tenderers to hold ISO 31000 - Risk management.

Quality Management

Tenders should provide details of the measures that will be taken to manage and ensure the quality of work. Please include details of the quality assurance policies in place and how this will ensure the quality of projects and robustness of data. Tenderers should take note of the FSA's quality assurance processes. It is desirable but not essential for tenderers to hold <u>ISO 9001 - Quality management</u>.

Through regular updates and contract review meetings, the FSA will monitor the suppliers ongoing performance, ensuring that the project is progressing to plan. Invoices will be paid upon completion of each wave of the tracker and when the FSA has received and signed off all agreed outputs. Ad-hoc reports will also be paid for, upon receipt of the final version being signed off by project officers at the FSA.

Tenders should detail how quality management will be undertaken each month to ensure that outputs are produced according to agreed monthly timescales, ready for dissemination as appropriate. Tenders should also outline how this quality management will act to prevent any inaccuracies within the data (e.g. robotic responses, false participants), the monitoring processes to ensure that any errors or issues with the data are identified as soon as possible, and the process for dealing with any such problems (including informing the FSA and steps to mitigate any damage).

The appointed contractor will be asked to provide a detailed account of their quality assurance processes for the FSA's record, which outlines how quality assurance is managed throughout all stages of the project.



Quality management considerations should be given as to whether any particular standards need to be met. If the project includes any mathematical modelling, the quality assurance considerations need to include how the work will meet the standards in the Aqua Book. The Joint Code of Practice for Research sets out standards for the quality of science and the quality of research processes.

The Government statistical service (GSS) also produce helpful guides on <u>producing</u> <u>quality graphs and tables</u>, and on <u>data visualisation</u>. These should be utilised as a guide to best practice.

All outputs and research materials will be reviewed and signed off by the FSA. The FSA may choose to peer review outputs and materials as appropriate.

Tenderers should also outline how regular reviews of the survey script and methodology could be undertaken to ensure that the tracker remains a useful and robust product. This process should also be factored into the proposed timetable (see Project Management section).

Innovation

Tenders should describe how innovation will be used to enhance the Consumer Insights Tracker. Innovative methods proven to add value are welcomed at every stage of our projects; these could include, but are not limited to:

- Recruitment approaches particularly to ensure national representativeness, boosted samples in Wales and Northern Ireland, or improved representation of specific groups (such as ethnic minorities, those with disabilities or older participants).
- Quality assurance for example automated or AI software to detect robotic or false responses.
- Data collection methods
- Data analysis –for example automated or Al qualitative analysis, or innovative visualisation approaches.
- Collaborative working online tools, sharing between supplier, FSA and external partners.
- Dissemination and presentation of outputs engaging and accessible formats in addition to traditional reporting.

Ethics



Tenders should identify any ethical issues relevant to this project and give details of how any specific risks will be addressed. As some of the topics covered in the tracker are potentially emotive for participants, tenderers should account for this when discussing potential ethical risks, and how this could be managed appropriately.

Tenders should refer to the six principles outlined in the <u>GSR Professional Guidance</u> – Ethical Assurance:

- 1. Clear and defined public benefit
- 2. Sound application, conduct and interpretation
- 3. Data protection regulations
- 4. Specific and informed consent
- 5. Enabling participation
- 6. Minimising personal and social harm

Tenders should provide details of any ethical review and research governance arrangements that would apply to the project.

The successful contractor will be required to complete the <u>GSR Ethics checklist</u> alongside the FSA project lead, to ensure that the research is conducted in line with the 6 ethical principles highlighted above.

Data protection

Contractors are responsible for ensuring that all necessary permissions are acquired for the use of data, visuals, or other materials throughout projects that are subject to copyright law, and that the materials are used in accordance with the permissions that have been secured. Contractors are also responsible for ensuring suitable referencing of materials in all project outputs including project data.

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

The Data Processor must:

 process any personal data only on the documented instructions of the Controller:



- comply with security obligations equivalent to those imposed on the Controller (implementing a level of security for the personal data appropriate to the risk);
- ensure that persons authorised to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;
- only appoint Sub-processors with the Controller's prior specific or general
 written authorisation, and impose the same minimum terms imposed on it on
 the Sub-processor; and the original Processor will remain liable to the
 Controller for the Sub-processor's compliance. The Sub-processor must
 provide sufficient guarantees to implement appropriate technical and
 organisational measures to demonstrate compliance. In the case of general
 written authorisation, Processors must inform Controllers of intended changes
 in their Sub-processor arrangements;
- make available to the Controller all information necessary to demonstrate compliance with the obligations laid down in Article 28 GDPR and allow for and contribute to audits, including inspections, conducted by the Controller or another auditor mandated by the Controller - and the Processor shall immediately inform the controller if, in its opinion, an instruction infringes GDPR or other EU or member state data protection provisions;
- assist the Controller in carrying out its obligations with regard to requests by data subjects to exercise their rights under chapter III of the GDPR, noting different rights may apply depending on the specific legal basis for the processing activity (and should be clarified by the Controller up-front);
- assist the Controller in ensuring compliance with the obligations to implementing a level of security for the personal data appropriate to the risk, taking into account the nature of processing and the information available to the Processor;
- assist the Controller in ensuring compliance with the obligations to carry out Data Protection Impact Assessments, taking into account the nature of processing and the information available to the Processor; and
- notify the Controller without undue delay after becoming aware of a personal data breach.

Data security

Please confirm in your tender that you have in place, or that you will have in place by contract award, the human and technical resources to perform the contract to ensure



compliance with the General Data Protection Regulation and to ensure the protection of the rights of data subjects.

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

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

Please also indicate the processes that you have in place to facilitate the secure transfer of information (including raw data) where appropriate and at the FSA's request. As Controller, the FSA reserves the right to share raw data with third parties for secondary analysis as appropriate.

Dissemination and exploitation

The Agency is committed to openness and transparency. It is the agency's intention to use the provided data to create monthly bulletins which will be published on the <u>FSA website</u>. The underpinning datasets will also be published on the Agency's open access <u>data catalogue</u>. Data should be published in an open, accessible and re-usable format, such that the data can be made available to future researchers and the maximum benefit is derived from it (see section on accessibility).

It is also the intention of the agency to publish regular research reports (as outlined in 'Outputs' section of this ITT) on the Food Standards Agency website (www.food.gov.uk). We may encourage contractors to publish their work in peer reviewed scientific publications wherever possible (to be agreed with the FSA project team as appropriate). In addition to the publication of reports and any data,



tenderers are invited to present any additional proposals of how best to disseminate findings to achieve maximum impact with both internal and external stakeholders.

The FSA is committed to continually improving the dissemination of this research and would like to know how Tenderers can contribute towards dissemination. This may include, for example:

- Improving outputs for different audiences
- Developing our list of stakeholders to include more contacts and broader groups to increase the reach of this research
- Supporting the FSA in the promotion of the research in different settings and to different audiences (for example, at conferences, events, in articles and blog posts)

Social value

Social value has a lasting impact on individuals, communities and the environment. The Government has an opportunity and responsibility to maximise benefits effectively and comprehensively through its commercial activity. To be effective, it is essential that the FSA considers social value at all stages of the procurement life cycle. In order to do this, the FSA is applying the Government Commercial Functions social value model PPN 06/20 Procurement Policy Note from 1st January 2021. The complete set of documents can be found on the Social Value webpage.

Using a maximum of 3000 characters tenderers should describe the commitment your organisation will make to ensure that opportunities under the contract deliver the **Policy Outcome** and **Award Criteria**.

The **Policy Outcome** selected for this tender is '**Wellbeing – Improve health and wellbeing**'. Tenderers should describe how they will demonstrate action to support health and wellbeing, including physical and mental health, in the contract workforce (**Award Criteria**).

Please include:

- Your 'Method Statement', stating how you will achieve this and how your commitment meets the Award Criteria, and
- a timed project plan and process, including how you will implement your commitment and by when. Also, how you will monitor, measure and report on



your commitments/the impact of your proposals. You should include but not be limited to:

- o timed action plan
- use of metrics
- tools/processes used to gather data
- o reporting
- feedback and improvement
- transparency

Examples could include:

- Understanding of issues relating to health and wellbeing, including physical and mental health, in the contract workforce.
- Actions to invest in the physical and mental health and wellbeing of the contract workforce. Illustrative examples:
 - implementing the 6 standards in the Mental Health at Work commitment and, where appropriate, the mental health enhanced standards for companies with more than 500 employees in Thriving at Work with respect to the contract workforce, not just 'following the recommendations'
 - public reporting by the tenderer and its supply chain on the health and wellbeing of staff comprising the contract workforce, following the recommendations in the Voluntary Reporting Framework
 - engagement plans to engage the contract workforce in deciding the most important issues to address

Sustainability

The Food Standards Agency is committed to improving sustainability in the management of operations. Tenders should demonstrate a clear approach to sustainability, in particular how it will be applied in practice to projects under the call-off contract, taking into account economic, environmental and social aspects.



Accessibility

All outputs should meet the <u>Public Sector Bodies Accessibility Regulations (PSBAR)</u> WCAG 2.1 at level AA and be written to a high standard in Plain English. It is the responsibility of the contractor to design and produce fully accessible content. The supplier must send the accessibility document report if requested by the FSA to show full compliance. Outputs should be written in line with the FSA brand guidelines (see <u>this link to our branding guidelines online</u>) and accessible document requirements (See Annex 1).

Wherever possible, contractors should also meet the accessibility criteria for the production of spreadsheets and data; as per the guidance provided by GSS.

The FSA now publishes in HTML format by default. All outputs that will be published via the FSA website, must be produced in a format that can be converted into HTML by our communications team.

Budget

The maximum budget for this project is £70,000 for Financial Year 23/24. Please note that this specification is for a three year contract (with annual break clauses).

Please include in your proposal the costings you believe are reasonable to meet the research activities outlined in this specification and provide the justification for this. Tenders should also include details of any additional deliverables/activities that they are able to offer that would add additional benefit or value to this project; any costs associated with these additional deliverables should not exceed the proposed budget.

When outlining the proposed costs, tenders should break down the costings according to:

- Initial project set-up costs
- Costs per wave (for any costs incurred on project management and per question). The Agency anticipates that there could be differing costs per question according to question type. Where applicable this should be indicated.
- Outputs (according to output type)
- Potential cognitive testing (costs should be organised according to the proposed approach indicated above)



Any other associated project costs not covered by the above

Tenderers should be aware that one of the key criteria that all research proposals are evaluated against is 'value for money' which is delivering the research asked for in the research requirement (including the anticipated outputs and benefits) at a competitive price.

Annex 1- Accessible documents requirements



Annex 2 - FSA Branding Guidelines



Annex 3 – GSS Accessibility Guidelines (for spreadsheets)

<u>Making spreadsheets accessible: a checklist of the basics – Government Analysis Function (civilservice.gov.uk)</u>

Annex 4 – Current Survey Questions (October 2022)



Annex 5 – Example monthly timetable (October 2022)



Date	Contractor Action	FSA Action
01/10/11 – 11/10/22	Draft/adjust questionnaire	Draft/adjust questionnaire
11/10/22	Sign-off questionnaire	Sign-off questionnaire
14/10/22 – 16/10/22	Fieldwork	
18/10/22	Data tables sent to FSA	
20/10/22	Draft slide deck sent to FSA	Receive and review slide deck (QA)
21/10/22	Amend any slides as required by FSA. Sign-off final slide deck	Sign-off final slide deck
22/10/22 – 25/10/22		Liaise with other analytic teams within the FSA for other relevant analysis to include in the tracker slide deck Draft dissemination email (including executive summary) Draft monthly bulletin for publication QA monthly bulletin
25/10/22		Send monthly bulletin to FSA Comms team
25/10/22		Disseminate final slide deck internally
w/c 07/11/22		Stakeholder engagement prior to bulletin publication
15/11/22		Publication of bulletin Publication of data tables (on Open Data catalogue and data.gov.uk)



Schedule 3 (Charges)

1. How Charges are calculated

1.1 The Charges:

- 1.1.1 shall be calculated in accordance with the terms of this Schedule;
- 1.1.2: cannot be increased except as specifically permitted by this Schedule and in particular shall only be subject to Indexation where specifically stated in the Award Form; and]
- 1.2 Any variation to the Charges payable under a Contract must be agreed between the Supplier and the Buyer and implemented using the procedure set out in this Schedule.

3. The pricing mechanisms

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

4. Are costs and expenses included in the Charges

- 4.1 Except as expressly set out in Paragraph 5 below, or otherwise stated in the Award Form] the Charges shall include all costs and expenses relating to the provision of Deliverables. No further amounts shall be payable in respect of matters such as:
 - 4.1.1 incidental expenses such as travel, subsistence and lodging, document or report reproduction, shipping, desktop or office equipment costs, network or data interchange costs or other telecommunications charges; or
 - 4.1.2 costs incurred prior to the commencement of the Contract.

5. When you will be reimbursed for travel and subsistence

- 5.1 Expenses shall only be recoverable where:
- 5.1.1 the Time and Materials pricing mechanism is used; and
- 5.1.2 the Award Form states that recovery is permitted; and
- 5.1.3 they are Reimbursable Expenses and are supported by Supporting Documentation.

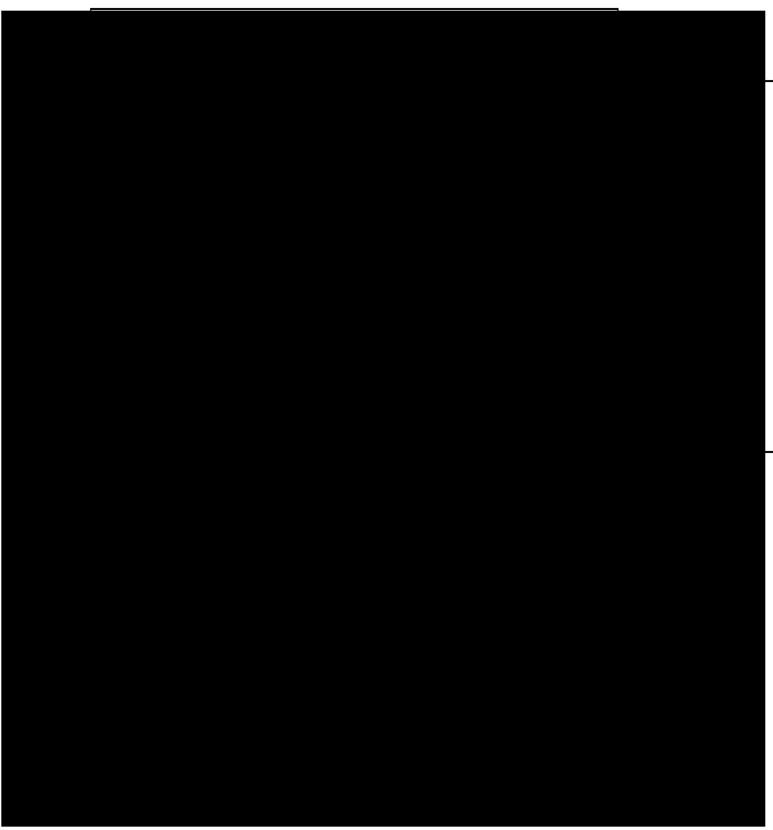


5.2 The Buyers expense policy is as set out below:

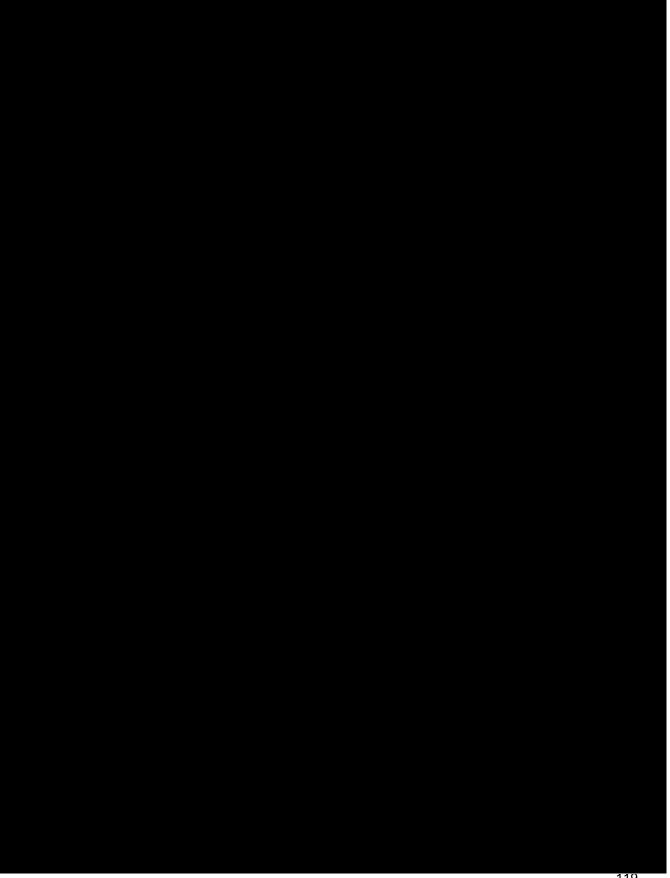
Expenses	Reimbursement
Rail travel	Standard class
Mileage	£0.45 per mile for the first 10,000 miles in a financial year
	£0.25 per mile for any mileage in excess of 10,000 miles in a financial year
Overnight hotel accommodation	Up to £85 per night outside London Up to £130 per night in London
Subsistence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



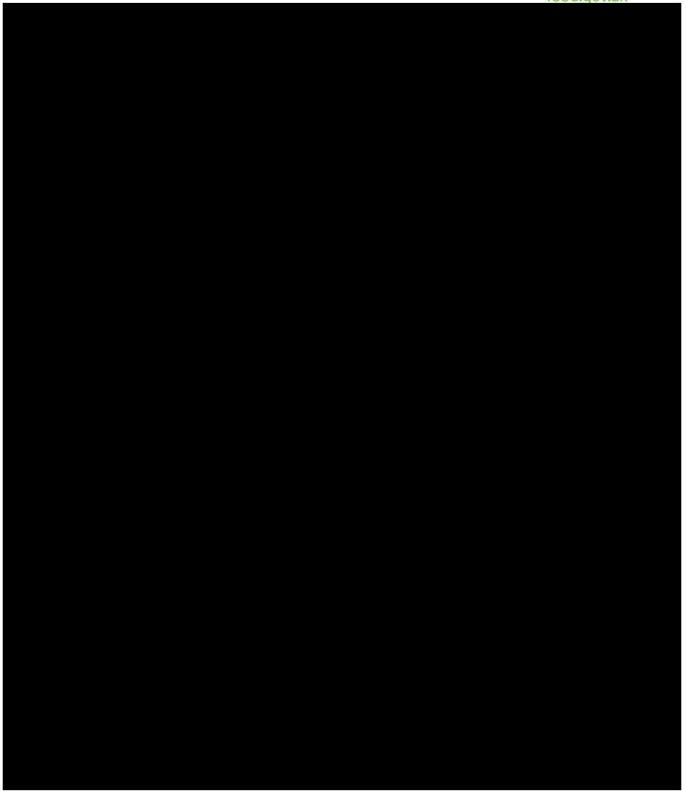
Annex 1: Rates and Prices







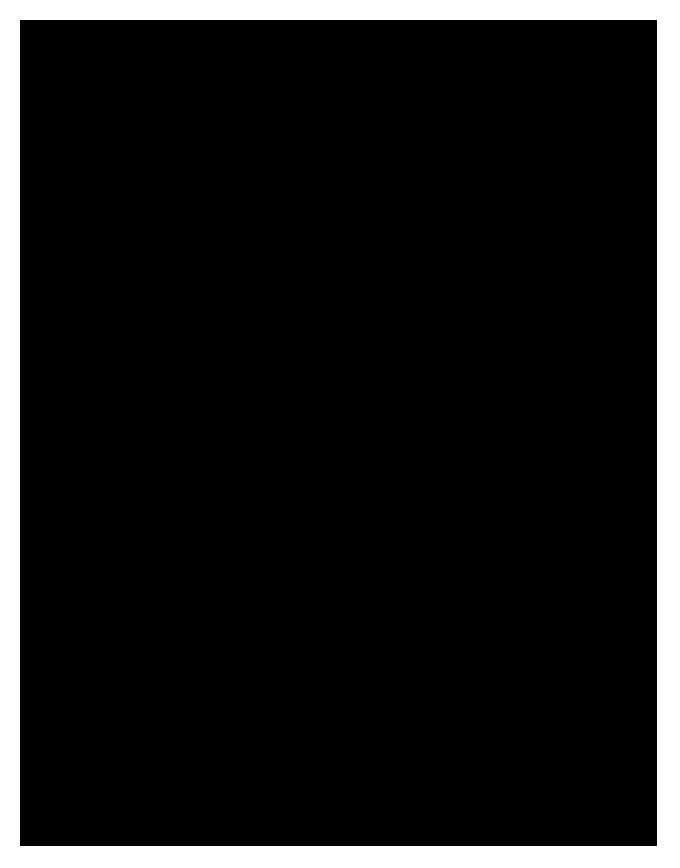




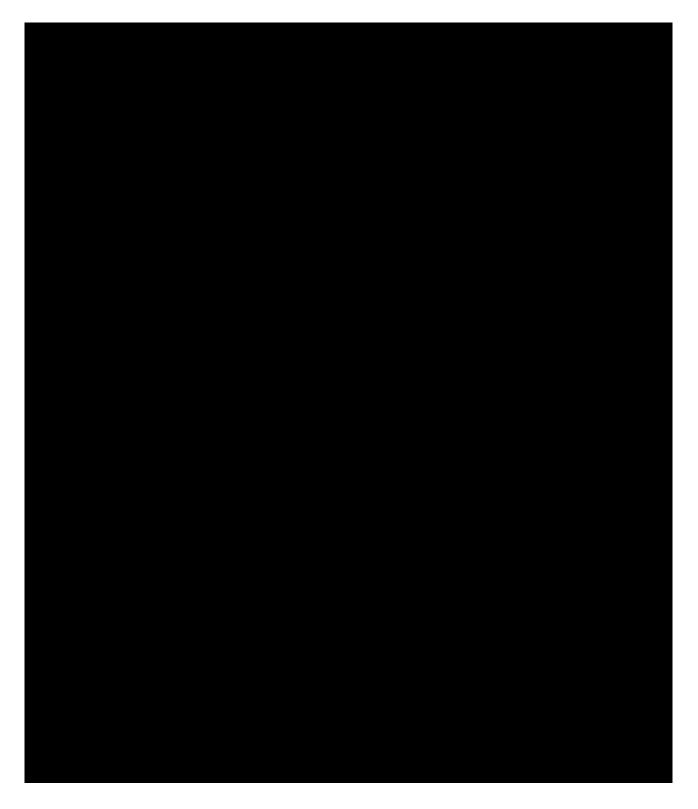




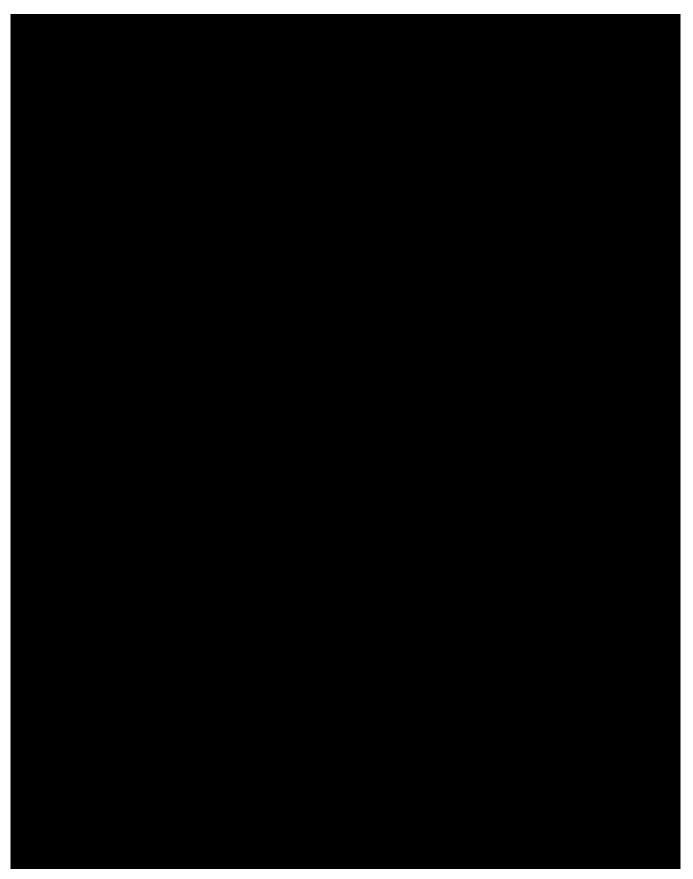




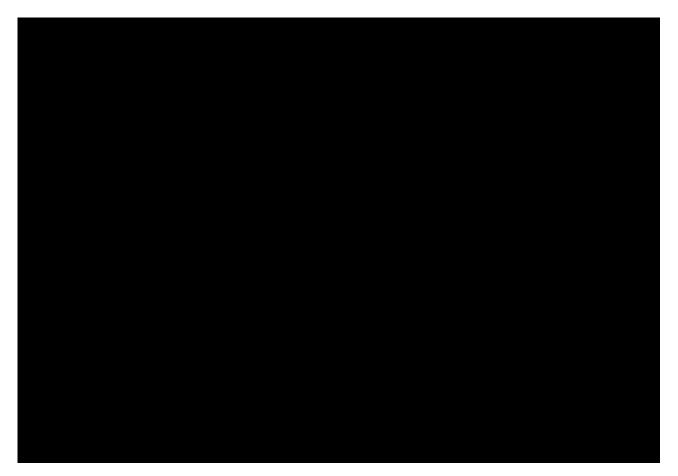


















Total £
179,480.



Schedule 5 (Commercially Sensitive Information)

1. What is the Commercially Sensitive Information?

- 1.1 In this Schedule the Parties have sought to identify the Supplier's Confidential Information that is genuinely commercially sensitive and the disclosure of which would be the subject of an exemption under the FOIA and the EIRs.
- 1.2 Where possible, the Parties have sought to identify when any relevant Information will cease to fall into the category of Information to which this Schedule applies in the table below and in the Award Form (which shall be deemed incorporated into the table below).

Without prejudice to the Buyer's obligation to disclose Information in accordance with FOIA or Clause 20 (When you can share information), the Buyer will, in its sole discretion, acting reasonably, seek to apply the relevant exemption set out in the FOIA to the following Information:

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



Schedule 13 (Contract Management)

1. DEFINITIONS

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

"Operational the board established in accordance with

Board" Paragraph 4.1 of this Schedule;

"Project the manager appointed in accordance with

Manager" Paragraph 2.1 of this Schedule;

2. PROJECT MANAGEMENT

- 2.1 The Supplier and the Buyer shall each appoint a Project Manager for the purposes of this Contract through whom the provision of the Services and the Deliverables shall be managed day-to-day.
- 2.2 The Parties shall ensure that appropriate resource is made available on a regular basis such that the aims, objectives and specific provisions of this Contract can be fully realised.
- 2.3 Without prejudice to Paragraph 4 below, the Parties agree to operate the boards specified as set out in the Annex to this Schedule.

3. ROLE OF THE SUPPLIER PROJECT MANAGER

- 3.1 The Supplier Project Manager shall be:
 - 3.1.1 the primary point of contact to receive communication from the Buyer and will also be the person primarily responsible for providing information to the Buyer;
 - 3.1.2 able to delegate his position to another person at the Supplier but must inform the Buyer before proceeding with the delegation and it will be delegated person's responsibility to fulfil the Project Manager's responsibilities and obligations;
 - 3.1.3 able to cancel any delegation and recommence the position himself; and
 - 3.1.4 replaced only after the Buyer has received notification of the proposed change.
- 3.2 The Buyer may provide revised instructions to the Supplier's Project Manager in regards to the Contract and it will be the Supplier Project Manager's responsibility to ensure the information is provided to the Supplier and the actions implemented.



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

4. ROLE OF THE OPERATIONAL BOARD

- 4.1 The Operational Board shall be established by the Buyer for the purposes of this Contract on which the Supplier and the Buyer shall be represented.
- 4.2 The Operational Board members, frequency and location of board meetings and planned start date by which the board shall be established are set out in Annex A to the Schedule.
- 4.3 In the event that either Party wishes to replace any of its appointed board members, that Party shall notify the other in writing for approval by the other Party (such approval not to be unreasonably withheld or delayed). Each Buyer board member shall have at all times a counterpart Supplier board member of equivalent seniority and expertise.
- 4.4 Each Party shall ensure that its board members shall make all reasonable efforts to attend board meetings at which that board member's attendance is required. If any board member is not able to attend a board meeting, that person shall use all reasonable endeavours to ensure that a delegate attends the Operational Board meeting in his/her place (wherever possible) and that the delegate is properly briefed and prepared and that he/she is debriefed by such delegate after the board meeting.
- 4.5 The purpose of the Operational Board meetings will be to review the Supplier's performance under this Contract. The agenda for each meeting shall be set by the Buyer and communicated to the Supplier in advance of that meeting.

5. CONTRACT RISK MANAGEMENT

- 5.1 Both Parties shall pro-actively manage risks attributed to them under the terms of this Contract.
- 5.2 The Supplier shall develop, operate, maintain and amend, as agreed with the Buyer, processes for:
 - 5.2.1 the identification and management of risks;
 - 5.2.2 the identification and management of issues; and
 - 5.2.3 monitoring and controlling project plans.
- 5.3 The Supplier allows the Buyer to inspect at any time within working hours the accounts and records which the Supplier is required to keep.
- 5.4 The Supplier will maintain a risk register of the risks relating to the Contract which the Buyer and the Supplier have identified.



Schedule 16 (Security)

Part A: Short Form Security Requirements

1. Definitions

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

"Breach of Security" the occurrence of:

- a) any unauthorised access to or use of the Deliverables, the Sites and/or any Information and Communication Technology ("ICT"), information or data (including the Confidential Information and the Government Data) used by the Buyer and/or the Supplier in connection with this Contract; and/or
- b) the loss and/or unauthorised disclosure of any information or data (including the Confidential Information and the Government Data), including any copies of such information or data, used by the Buyer and/or the Supplier in connection with this Contract,

in either case as more particularly set out in the Security Policy where the Buyer has required compliance there with in accordance with Paragraph 2.1;

"Security Management Plan" the Supplier's security management plan prepared pursuant to this Schedule, a draft of which has been provided by the Supplier to the Buyer and as updated from time to time.

2. Complying with security requirements and updates to them

- 2.1 The Supplier shall comply with the requirements in this Schedule in respect of the Security Management Plan. Where specified by a Buyer it shall also comply with the Security Policy and shall ensure that the Security Management Plan produced by the Supplier fully complies with the Security Policy.
- 2.2 Where the Security Policy applies the Buyer shall notify the Supplier of any changes or proposed changes to the Security Policy.



- 2.3 If the Supplier believes that a change or proposed change to the Security Policy will have a material and unavoidable cost implication to the provision of the Deliverables it may propose a Variation to the Buyer. 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 be subject to the Variation Procedure.
- 2.4 Until and/or unless a change to the Charges is agreed by the Buyer pursuant to the Variation Procedure the Supplier shall continue to provide the Deliverables in accordance with its existing obligations.

3. Security Standards

- 3.1 The Supplier acknowledges that the Buyer places great emphasis on the reliability of the performance of the Deliverables, confidentiality, integrity and availability of information and consequently on security.
- 3.2 The Supplier shall be responsible for the effective performance of its security obligations and shall at all times provide a level of security which:
- 3.2.1 is in accordance with the Law and this Contract;
- 3.2.2as a minimum demonstrates Good Industry Practice;
- 3.2.3 meets any specific security threats of immediate relevance to the Deliverables and/or the Government Data; and
- 3.2.4where specified by the Buyer in accordance with Paragraph 2.1 complies with the Security Policy and the ICT Policy.
- 3.3 The references to standards, guidance and policies contained or set out in Paragraph 3.2 shall be deemed to be references to such items as developed and updated and to any successor to or replacement for such standards, guidance and policies, as notified to the Supplier from time to time.
- 3.4 In the event of any inconsistency in the provisions of the above standards, guidance and policies, the Supplier should notify the Buyer's Representative of such inconsistency immediately upon becoming aware of the same, and the Buyer's Representative shall, as soon as practicable, advise the Supplier which provision the Supplier shall be required to comply with.

4. Security Management Plan

4.1 Introduction

4.1.1The Supplier shall develop and maintain a Security Management Plan in accordance with this Schedule. The Supplier shall thereafter comply with its obligations set out in the Security Management Plan.

4.2 Content of the Security Management Plan

4.2.1The Security Management Plan shall:



- a) comply with the principles of security set out in Paragraph 3 and any other provisions of this Contract relevant to security;
- b) identify the necessary delegated organisational roles for those responsible for ensuring it is complied with by the Supplier;
- c) detail the process for managing any security risks from Subcontractors and third parties authorised by the Buyer with access to the Deliverables, processes associated with the provision of the Deliverables, the Buyer Premises, the Sites and any ICT, Information and data (including the Buyer's Confidential Information and the Government Data) and any system that could directly or indirectly have an impact on that Information, data and/or the Deliverables:
- d) be developed to protect all aspects of the Deliverables and all processes associated with the provision of the Deliverables, including the Buyer Premises, the Sites, and any ICT, Information and data (including the Buyer's Confidential Information and the Government Data) to the extent used by the Buyer or the Supplier in connection with this Contract or in connection with any system that could directly or indirectly have an impact on that Information, data and/or the Deliverables;
- e) set out the security measures to be implemented and maintained by the Supplier in relation to all aspects of the Deliverables and all processes associated with the provision of the Goods and/or Services and shall at all times comply with and specify security measures and procedures which are sufficient to ensure that the Deliverables comply with the provisions of this Contract;
- f) set out the plans for transitioning all security arrangements and responsibilities for the Supplier to meet the full obligations of the security requirements set out in this Contract and, where necessary in accordance with the Security Policy as set out in Paragraph 2.1; and
- g) be written in plain English in language which is readily comprehensible to the staff of the Supplier and the Buyer engaged in the provision of the Deliverables and shall only reference documents which are in the possession of the Parties or whose location is otherwise specified in this Schedule.

4.3 Development of the Security Management Plan

- 4.3.1 Within twenty (20) Working Days after the Start Date and in accordance with Paragraph 4.4, the Supplier shall prepare and deliver to the Buyer for Approval a fully complete and up to date Security Management Plan which will be based on the draft Security Management Plan.
- 4.3.2If the Security Management Plan submitted to the Buyer in accordance with Paragraph 4.3.1, or any subsequent revision to it in accordance with Paragraph 4.4, is Approved it will be adopted immediately and will replace the previous version of the Security Management Plan and thereafter



operated and maintained in accordance with this Schedule. If the Security Management Plan is not Approved, the Supplier shall amend it within ten (10) Working Days of a notice of non-approval from the Buyer and re-submit to the Buyer for Approval. The Parties will use all reasonable endeavours to ensure that the approval process takes as little time as possible and in any event no longer than fifteen (15) Working Days from the date of its first submission to the Buyer. If the Buyer does not approve the Security Management Plan following its resubmission, the matter will be resolved in accordance with the Dispute Resolution Procedure.

- 4.3.3The Buyer shall not unreasonably withhold or delay its decision to Approve or not the Security Management Plan pursuant to Paragraph 4.3.2. However, a refusal by the Buyer to Approve the Security Management Plan on the grounds that it does not comply with the requirements set out in Paragraph 4.2 shall be deemed to be reasonable.
- 4.3.4Approval by the Buyer of the Security Management Plan pursuant to Paragraph 4.3.2 or of any change to the Security Management Plan in accordance with Paragraph 4.4 shall not relieve the Supplier of its obligations under this Schedule.

4.4 Amendment of the Security Management Plan

- 4.4.1The Security Management Plan shall be fully reviewed and updated by the Supplier at least annually to reflect:
- a) emerging changes in Good Industry Practice;
- b) any change or proposed change to the Deliverables and/or associated processes;
- c) where necessary in accordance with Paragraph 2.2, any change to the Security Policy;
- d) any new perceived or changed security threats; and
- e) any reasonable change in requirements requested by the Buyer.
- 4.4.2The Supplier shall provide the Buyer with the results of such reviews as soon as reasonably practicable after their completion and amendment of the Security Management Plan at no additional cost to the Buyer. The results of the review shall include:
- a) suggested improvements to the effectiveness of the Security Management Plan;
- b) updates to the risk assessments; and
- c) suggested improvements in measuring the effectiveness of controls.
- 4.4.3 Subject to Paragraph 4.4.4, any change or amendment which the Supplier proposes to make to the Security Management Plan (as a result of a review



- carried out in accordance with Paragraph 4.4.1, a request by the Buyer or otherwise) shall be subject to the Variation Procedure.
- 4.4.4The Buyer may, acting reasonably, Approve and require changes or amendments to the Security Management Plan to be implemented on timescales faster than set out in the Variation Procedure but, without prejudice to their effectiveness, all such changes and amendments shall thereafter be subject to the Variation Procedure for the purposes of formalising and documenting the relevant change or amendment.

5. Security breach

- 5.1 Either Party shall notify the other in accordance with the agreed security incident management process (as detailed in the Security Management Plan) upon becoming aware of any Breach of Security or any potential or attempted Breach of Security.
- 5.2 Without prejudice to the security incident management process, upon becoming aware of any of the circumstances referred to in Paragraph 5.1, the Supplier shall:
- 5.2.1 immediately use all reasonable endeavours (which shall include any action or changes reasonably required by the Buyer) necessary to:
- a) minimise the extent of actual or potential harm caused by any Breach of Security;
- remedy such Breach of Security to the extent possible and protect the integrity of the Buyer and the provision of the Goods and/or Services to the extent within its control against any such Breach of Security or attempted Breach of Security;
- c) prevent an equivalent breach in the future exploiting the same cause failure; and
- d) as soon as reasonably practicable provide to the Buyer, where the Buyer so requests, full details (using the reporting mechanism defined by the Security Management Plan) of the Breach of Security or attempted Breach of Security, including a cause analysis where required by the Buyer.
- 5.3 In the event that any action is taken in response to a Breach of Security or potential or attempted Breach of Security that demonstrates non-compliance of the Security Management Plan with the Security Policy (where relevant in accordance with Paragraph 2.1) or the requirements of this Schedule, then any required change to the Security Management Plan shall be at no cost to the Buyer.



Schedule 21 (Variation Form)

This form is to be used in order to change a contract in accordance with Clause 28 of the Core Terms (Changing the Contract)

	Contract Details	
This variation is	[Buyer] ("the Buyer")	
between:	And	
	[insert name of Supplier] ("the Su	upplier")
Contract name:	[insert name of contract to be cha	inged] ("the Contract")
Contract reference number:	[insert contract reference number]
	Details of Proposed Variation	on
Variation initiated by:	[delete as applicable: Buyer/Supp	lier]
Variation number:	[insert variation number]	
Date variation is raised:	[insert date]	
Proposed variation		
Reason for the variation:	[insert reason]	
An Impact	[insert number] days	
Assessment shall be provided within:		
Impact of Variation		
Likely impact of the proposed variation:	[Supplier to insert assessment o	f impact]
Outcome of Variation		
Contract variation:	This Contract detailed above is varied as follows:	
	 [Buyer to insert original Clauses or Paragraphs to be varied and the changed clause] 	
Financial variation:	Original Contract Value:	£ [insert amount]



Additional cost due to variation:	£ [insert amount]
New Contract value:	£ [insert amount]

- 1. This Variation must be agreed and signed by both Parties to the Contract and shall only be effective from the date it is signed by the Buyer
- 2. Words and expressions in this Variation shall have the meanings given to them in the Contract.
- 3. The Contract, including any previous Variations, shall remain effective and unaltered except as amended by this Variation.



Signed by an authorised signatory for and on behalf of the Buyer
Signature
Date
Name (in Capitals)
Address
Signed by an authorised signatory to sign for and on behalf of the Supplier
Signature
Date
Name (in Capitals)
Address



Schedule 22 (Insurance Requirements)

1. The insurance you need to have

1.1 The Supplier shall take out and maintain or procure the taking out and maintenance of the insurances as set out in the Annex to this Schedule and any other insurances as may be required by applicable Law (together the "Insurances"). The Supplier shall ensure that each of the Insurances is effective no later than the Start Date in respect of those Insurances set out in the Annex to this Schedule and those required by applicable Law; and

1.2 The Insurances shall be:

- 1.2.1 maintained in accordance with Good Industry Practice;
- 1.2.2 (so far as is reasonably practicable) on terms no less favourable than those generally available to a prudent contractor in respect of risks insured in the international insurance market from time to time;
- taken out and maintained with insurers of good financial standing and good repute in the international insurance market; and
- 1.2.4 maintained until the End Date except in relation to Professional Indemnity where required under the Annex Part C which shall be maintained for at least six (6) years after the End Date.
- 1.3 The Supplier shall ensure that the public and products liability policy contain an indemnity to principals clause under which the Buyer shall be indemnified in respect of claims made against the Buyer in respect of death or bodily injury or third party property damage arising out of or in connection with the Deliverables and for which the Supplier is legally liable.

2. How to manage the insurance

- 2.1 Without limiting the other provisions of this Contract, the Supplier shall:
 - 2.1.1 take or procure the taking of all reasonable risk management and risk control measures in relation to Deliverables as it would be reasonable to expect of a prudent contractor acting in accordance with Good Industry Practice, including the investigation and reports of relevant claims to insurers;
 - 2.1.2 promptly notify the insurers in writing of any relevant material fact under any Insurances of which the Supplier is or becomes aware; and
 - 2.1.3 hold all policies in respect of the Insurances and cause any insurance broker effecting the Insurances to hold any insurance slips and other evidence of placing cover representing any of the Insurances to which it is a party.



3. What happens if you aren't insured

- 3.1 The Supplier shall not take any action or fail to take any action or (insofar as is reasonably within its power) permit anything to occur in relation to it which would entitle any insurer to refuse to pay any claim under any of the Insurances.
- 3.2 Where the Supplier has failed to purchase or maintain any of the Insurances in full force and effect, the Buyer may elect (but shall not be obliged) following written notice to the Supplier to purchase the relevant Insurances and recover the reasonable premium and other reasonable costs incurred in connection therewith as a debt due from the Supplier.

4. Evidence of insurance you must provide

4.1 The Supplier shall upon the Start Date and upon request, provide evidence, that the Insurances are in force and effect and meet in full the requirements of this Schedule.

5. Making sure you are insured to the required amount

5.1 The Supplier shall ensure that any Insurances which are stated to have a minimum limit "in the aggregate" are maintained at all times for the minimum limit of indemnity specified in this Contract

6. Cancelled Insurance

- 6.1 The Supplier shall notify the Buyer in writing as soon as practicable prior to the cancellation, suspension, termination, or non-renewal of any of the Insurances.
- 6.2 The Supplier shall ensure that nothing is done which would entitle the relevant insurer to cancel, rescind or suspend any insurance or cover, or to treat any insurance, cover or claim as voided in whole or part. The Supplier shall use all reasonable endeavours to notify the Buyer (subject to third party confidentiality obligations) as soon as practicable when it becomes aware of any relevant fact, circumstance or matter which has caused, or is reasonably likely to provide grounds to, the relevant insurer to give notice to cancel, rescind, suspend or void any insurance, or any cover or claim under any insurance in whole or in part.

7. Insurance claims

7.1 The Supplier shall promptly notify to insurers any matter arising from, or in relation to, the Deliverables, or the Contract for which it may be entitled to claim under any of the Insurances. In the event that the Buyer receives a claim relating to or arising out of the Contract or the Deliverables, the Supplier shall co-operate with the Buyer and assist it in dealing with such claims



- including without limitation providing information and documentation in a timely manner.
- 7.2 Except where the Buyer is the claimant party, the Supplier shall give the Buyer notice as soon as practicable after any insurance claim relating to or arising out of the provision of the Deliverables or this Contract on any of the Insurances or which, but for the application of the applicable policy excess, would be made on any of the Insurances.
- 7.3 Where any Insurance requires payment of a premium, the Supplier shall be liable for and shall promptly pay such premium.
- 7.4 Where any Insurance is subject to an excess or deductible below which the indemnity from insurers is excluded, the Supplier shall be liable for such excess or deductible. The Supplier shall not be entitled to recover from the Buyer any sum paid by way of excess or deductible under the Insurances whether under the terms of this Contract or otherwise.

ANNEX: REQUIRED INSURANCES

PART A: THIRD PARTY PUBLIC AND PRODUCTS LIABILITY INSURANCE

1 Insured

1.1 The Supplier

2 Interest

- 2.1 To indemnify the Insured in respect of all sums which the Insured shall become legally liable to pay as damages, including claimant's costs and expenses, in respect of accidental:
 - (a) death or bodily injury to or sickness, illness or disease contracted by any person; and
 - (b) loss of or damage to physical property;

happening during the period of insurance (as specified in Paragraph 5) and arising out of or in connection with the provision of the Deliverables and in connection with this Contract.

3 Limit of indemnity

3.1 Third Party Public Liability shall have a limit of not less than £5 million in respect of any one occurrence, the number of occurrences being unlimited in any annual policy period.



3.2 Product Liability shall have a limit of not less than £5 million in respect of any one occurrence and in the aggregate.

4 Territorial limits

United Kingdom

5 Period of insurance

5.1 From the date of this Contract for the period of the Contract and renewable on an annual basis unless agreed otherwise by the Buyer in writing.

6 Cover features and extensions

6.1 Indemnity to principals clause under which the Buyer shall be indemnified in respect of claims made against the Buyer in respect of death or bodily injury or third party property damage arising out of or in connection with the Contract and for which the Supplier is legally liable.

7 Principal exclusions

- 7.1 War and related perils.
- 7.2 Nuclear and radioactive risks.
- 7.3 Liability for death, illness, disease or bodily injury sustained by employees of the Insured arising out of the course of their employment.
- 7.4 Liability arising out of the use of mechanically propelled vehicles whilst required to be compulsorily insured by applicable Law in respect of such vehicles.
- 7.5 Liability in respect of predetermined penalties or liquidated damages imposed under any contract entered into by the Insured.
- 7.6 Liability arising out of technical or professional advice other than in respect of death or bodily injury to persons or damage to third party property.
- 7.7 Liability arising from the ownership, possession or use of any aircraft or marine vessel.
- 7.8 Liability arising from seepage and pollution unless caused by a sudden, unintended, unexpected and accidental occurrence.

8 Maximum deductible threshold

8.1 Not to exceed £5 million for each and every third party property damage claim (personal injury claims to be paid in full).



PART B: UNITED KINGDOM COMPULSORY INSURANCES

The Supplier shall meet its insurance obligations under applicable Law in full, including, United Kingdom employers' liability insurance and motor third party liability insurance.

PART C: ADDITIONAL INSURANCES

Professional Indemnity Insurance	Where the Buyer requirement includes a potential breach of professional duty by the Supplier in connection with professional advice and /or professional services to be maintained for 2 years after the End Date
Property Damage Insurance	Where the Buyer requirement necessitates primary perils insurance for relevant physical property (e.g. Buyer physical property in the care, custody and control of the Supplier in delivering the Contract).
Cyber Liability Insurance	Where the Buyer requirement includes specific cyber risk exposures.

Schedule 26 (Sustainability)



Definitions

["Modern Slavery Assessment Tool"

means the modern slavery risk identification and management tool which can be found online at: https://supplierregistration.cabinetoffice.gov.uk/msat]

["Supply Chain Map"

means details of (i) the Supplier, (ii) all Subcontractors and (iii) any other entity that the Supplier is aware is in its supply chain that is not a Subcontractor, setting out at least:

- the name, registered office and company registration number of each entity in the supply chain;
- (b) the function of each entity in the supply chain; and
- (c) the location of any premises at which an entity in the supply chain carries out a function in the supply chain;]

"Waste Hierarchy"

means prioritisation of waste management in the following order of preference as set out in the Waste (England and Wales) Regulation 2011:

- (d) Prevention;
- (e) Preparing for re-use;
- (f) Recycling;
- (g) Other Recovery; and
- (h) Disposal.

Part A

1. Public Sector Equality Duty

1.1. In addition to legal obligations, where the Supplier is providing a Deliverable to which the Public Sector Equality duty applies, the Supplier shall support the Buyer in fulfilling its Public Sector Equality duty under S149 of the



	Equality Act 2010 by ensuring that it fulfils its obligations under the Contract in a way that seeks to:
	1.1.1. eliminate discrimination, harassment or victimisation and any other conduct prohibited by the Equality Act 2010; and
	1.1.2. advance:
	1.1.2.1. equality of opportunity; and
	1.1.2.2. good relations,
	between those with a protected characteristic (age, disability, gender reassignment, pregnancy and maternity, race, religion or belief, sex, sexual orientation, and marriage and civil partnership) and those who do not share it.
2.	Employment Law
	2.1. The Supplier must perform its obligations meeting the requirements of all applicable Law regarding employment.



3. Modern Slavery

3.1. The Supplier:

- 3.1.1. shall not use, nor allow its Subcontractors to use forced, bonded or involuntary prison labour;
- 3.1.2. shall not require any Supplier Staff or Subcontractor Staff to lodge deposits or identity papers with the employer and shall be free to leave their employer after reasonable notice;
- 3.1.3. warrants and represents that it has not been convicted of any slavery or human trafficking offences anywhere around the world;
- 3.1.4. warrants that to the best of its knowledge it is not currently under investigation, inquiry or enforcement proceedings in relation to any allegation of slavery or human trafficking offences anywhere around the world;
- 3.1.5. shall make reasonable enquires to ensure that its officers, employees and Subcontractors have not been convicted of slavery or human trafficking offences anywhere around the world;
- 3.1.6. shall have and maintain throughout the Term its own policies and procedures to ensure its compliance with the Modern Slavery Act 2015 and include in its contracts with its Subcontractors anti-slavery and human trafficking provisions;
- 3.1.7. shall implement due diligence procedures to ensure that there is no slavery or human trafficking in any part of its supply chain performing obligations under the Contract;



- 3.1.8. shall prepare and deliver to the Buyer, an annual slavery and human trafficking report setting out the steps it has taken to ensure that slavery and human trafficking is not taking place in any of its supply chains or in any part of its business with its annual certification of compliance with this Paragraph Modern Slavery;
- 3.1.9. shall not use, nor allow its employees or Subcontractors to use physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation of its employees or Subcontractors;
- 3.1.10. shall not use or allow child or slave labour to be used by its Subcontractors; and
- 3.1.11. shall report the discovery or suspicion of any slavery or trafficking by it or its Subcontractors to the Buyer and Modern Slavery Helpline.

4. Environmental Requirements

- 4.1. The Supplier must perform its obligations meeting in all material respects the requirements of all applicable Laws regarding the environment.
- 4.2. In performing its obligations under the Contract, the Supplier shall, where applicable to the Contract, to the reasonable satisfaction of the Buyer:
 - 4.2.1. prioritise waste management in accordance with the Waste Hierarchy as set out in Law;
 - 4.2.2. be responsible for ensuring that any waste generated by the Supplier and sent for recycling, disposal or other recovery as a consequence of this Contract is taken by a licensed waste carrier to an authorised site



- for treatment or disposal and that the disposal or treatment of waste complies with the Law; and
- 4.2.3. ensure that it and any third parties used to undertake recycling, disposal or other recovery as a consequence of this Contract do so in a legally compliant way, and can demonstrate that reasonable checks are undertaken to ensure this on a regular basis and provide relevant data and evidence of recycling, recovery and disposal.
- 4.3. In circumstances that a permit, licence or exemption to carry or send waste generated under this Contract is revoked, the Supplier shall cease to carry or send waste or allow waste to be carried by any Subcontractor until authorisation is obtained from the Environment Agency.
- 4.4. In performing its obligations under the Contract, the Supplier shall to the reasonable satisfaction of the Buyer (where the anticipated Charges in any Contract Year are above £5 million per annum (excluding VAT)), where related to and proportionate to the contract in accordance with PPN 06/21), publish and maintain a credible Carbon Reduction Plan in accordance with PPN 06/21.
- 4.5. The Supplier shall meet the applicable Government Buying Standards applicable to Deliverables which can be found online at:



<u>https://www.gov.uk/government/collections/sustainable-procurement-the-government-buying-standards-gbs.</u>

5. Supplier Code of Cond	(olier	Code	O t	Con	d	u	C.	t
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5.1. In February 2019, HM Government published a Supplier Code of Conduct setting out the standards and behaviours expected of suppliers who work with government which can be found online at:

https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment data/file/779660/20190220-Supplier Code of Conduct.pdf

The Buyer expects to meet, and expects its suppliers and subcontractors to meet, the standards set out in that Code.

6. Reporting

The Supplier shall comply with reasonable requests by the Buyer for information evidencing compliance with any of the requirements in Paragraphs Public Sector Equality Duty-Supplier Code of Conduct of this Part A above within fourteen (14) days of such request, [provided that such requests are limited to [two] per requirement per Contract Year].

Part B

Not used

Part C



1. Social Value

1.1 The Supplier shall provide a Social Value Report to the Buyer as outlined in Table A.

Table A: Social Value Report

Required Detail	Frequency
A high-level summary of the Supplier's performance against the Social Value priorities over the relevant period	Yearly
Performance by the Supplier against each of the Social Value KPIs set out at Table B over the relevant period	Yearly

Table B: Social Value KPIs



No.	Social Value Title	Description of Deliverable	Target	Frequency of Measurem ent	Publishable Performance Information
Social Value KPI1	Implemen t actions outlined in Schedule 4 (Tender)	Outlined in Schedule 4 (Tender)	85% (6 of the 7 bullet points)	Yearly	No



Schedule 27 (Key Subcontractors)

1. Restrictions on certain subcontractors

- 1.1 The Supplier is entitled to sub-contract its obligations under the Contract to the Key Subcontractors set out in the Award Form.
- 1.2 Where during the Contract Period the Supplier wishes to enter into a new Key Sub-contract or replace a Key Subcontractor, it must obtain the prior written consent of the Buyer and the Supplier shall, at the time of requesting such consent, provide the Buyer with the information detailed in Paragraph If requested by the Buyer, within ten (10) Working Days of receipt of the information provided by the Supplier pursuant to Paragraph The Supplier shall provide the Buyer with the following information in respect of the proposed Key Subcontractor:, the Supplier shall also provide:. The decision of the Buyer to consent or not will not be unreasonably withheld or delayed. Where the Buyer consents to the appointment of a new Key Subcontractor then they will be added to Key Subcontractor section of the Award Form. The Buyer may reasonably withhold their consent to the appointment of a Key Subcontractor if it considers that:
 - 1.2.1 the appointment of a proposed Key Subcontractor may prejudice the provision of the Deliverables or may be contrary to its interests;
 - 1.2.2 the proposed Key Subcontractor is unreliable and/or has not provided reliable goods and or reasonable services to its other customers; and/or
 - 1.2.3 the proposed Key Subcontractor employs unfit persons.
- 1.3 The Supplier shall provide the Buyer with the following information in respect of the proposed Key Subcontractor:
 - 1.3.1 the proposed Key Subcontractor's name, registered office and company registration number;
 - 1.3.2 the scope/description of any Deliverables to be provided by the proposed Key Subcontractor;
 - 1.3.3 where the proposed Key Subcontractor is an Affiliate of the Supplier, evidence that demonstrates to the reasonable satisfaction of the Buyer that the proposed Key Sub-Contract has been agreed on "arm's-length" terms;
 - 1.3.4 the Key Sub-Contract price expressed as a percentage of the total projected Charges over the Contract Period; and
 - 1.3.5 (where applicable) Credit Rating Threshold (as defined in Schedule 24 (Financial Difficulties)) of the Key Subcontractor.



- 1.4 If requested by the Buyer, within ten (10) Working Days of receipt of the information provided by the Supplier pursuant to Paragraph The Supplier shall provide the Buyer with the following information in respect of the proposed Key Subcontractor:, the Supplier shall also provide:
 - 1.4.1 a copy of the proposed Key Sub-Contract; and
 - 1.4.2 any further information reasonably requested by the Buyer.
- 1.5 The Supplier shall ensure that each new or replacement Key Sub-Contract shall include:
 - 1.5.1 provisions which will enable the Supplier to discharge its obligations under the Contract;
 - 1.5.2 a right under CRTPA for the Buyer to enforce any provisions under the Key Sub-Contract which confer a benefit upon the Buyer;
 - 1.5.3 a provision enabling the Buyer to enforce the Key Sub-Contract as if it were the Supplier;
 - 1.5.4 a provision enabling the Supplier to assign, novate or otherwise transfer any of its rights and/or obligations under the Key Sub-Contract to the Buyer;
 - 1.5.5 obligations no less onerous on the Key Subcontractor than those imposed on the Supplier under the Contract in respect of:
 - a) the data protection requirements set out in Clause 18 (Data protection);
 - b) the FOIA and other access request requirements set out in Clause 20 (When you can share information);
 - c) the obligation not to embarrass the Buyer or otherwise bring the Buyer into disrepute;
 - the keeping of records in respect of the goods and/or services being provided under the Key Sub-Contract, including the maintenance of Open Book Data; and
 - e) the conduct of audits set out in Clause 6 (Record keeping and reporting);
 - 1.5.6 provisions enabling the Supplier to terminate the Key Sub-Contract on notice on terms no more onerous on the Supplier than those imposed on the Buyer under Clauses 14.4 (When the Buyer can end this contract) and 14.5 (What happens if the contract ends) of this Contract;
 - 1.5.7 a provision restricting the ability of the Key Subcontractor to subcontract all or any part of the provision of the Deliverables provided to the Supplier under the Key Sub-Contract without first seeking the written consent of the Buyer; and



- 1.5.8 a provision enabling the Supplier, the Buyer or any other person on behalf of the Buyer to step-in on substantially the same terms as are set out in Clause 13 (Step-in rights).
- 1.6 The Supplier shall not terminate or materially amend the terms of any Key Sub-Contract without the Buyer's prior written consent, which shall not be unreasonably withheld or delayed.



Schedule 29 (Key Supplier Staff)

- 1.1 The Annex 1 to this Schedule lists the key roles ("Key Roles") and names of the persons who the Supplier shall appoint to fill those Key Roles at the Start Date ("Key Staff").
- 1.2 The Supplier shall ensure that the Key Staff fulfil the Key Roles at all times during the Contract Period.
- 1.3 The Buyer may identify any further roles as being Key Roles and, following agreement to the same by the Supplier, the relevant person selected to fill those Key Roles shall be included on the list of Key Staff.
- 1.4 The Supplier shall not and shall procure that any Subcontractor shall not remove or replace any Key Staff unless:
 - 1.4.1 requested to do so by the Buyer or the Buyer Approves such removal or replacement (not to be unreasonably withheld or delayed);
 - 1.4.2 the person concerned resigns, retires or dies or is on maternity or long-term sick leave; or
 - 1.4.3 the person's employment or contractual arrangement with the Supplier or Subcontractor is terminated for material breach of contract by the employee.

1.5 The Supplier shall:

- 1.5.1 notify the Buyer promptly of the absence of any Key Staff (other than for short-term sickness or holidays of two (2) weeks or less, in which case the Supplier shall ensure appropriate temporary cover for that Key Role);
- 1.5.2 ensure that any Key Role is not vacant for any longer than ten (10) Working Days;
- 1.5.3 give as much notice as is reasonably practicable of its intention to remove or replace any member of Key Staff and, except in the cases of death, unexpected ill health or a material breach of the Key Staff's employment contract, this will mean at least three (3) Months' notice;
- 1.5.4 ensure that all arrangements for planned changes in Key Staff provide adequate periods during which incoming and outgoing staff work together to transfer responsibilities and ensure that such change does not have an adverse impact on the provision of the Deliverables; and
- 1.5.5 ensure that any replacement for a Key Role has a level of qualifications and experience appropriate to the relevant Key Role



and is fully competent to carry out the tasks assigned to the Key Staff whom he or she has replaced.

1.6 The Buyer may require the Supplier to remove or procure that any Subcontractor shall remove any Key Staff that the Buyer considers in any respect unsatisfactory. The Buyer shall not be liable for the cost of replacing any Key Staff.





Schedule 32 (Background Checks)

1. When you should use this Schedule

This Schedule should be used where Supplier Staff must be vetted before working on Contract.

2. Definitions

"Relevant Conviction" means any conviction listed in Annex 1 to this Schedule.

3. Relevant Convictions

- 1.1 The Supplier must ensure that no person who discloses that they have a Relevant Conviction, or a person who is found to have any Relevant Convictions (whether as a result of a police check or through the procedure of the Disclosure and Barring Service (DBS) or otherwise), is employed or engaged in any part of the provision of the Deliverables without Approval.
- 1.2 Notwithstanding Paragraph The Supplier must ensure that no person who discloses that they have a Relevant Conviction, or a person who is found to have any Relevant Convictions (whether as a result of a police check or through the procedure of the Disclosure and Barring Service (DBS) or otherwise), is employed or engaged in any part of the provision of the Deliverables without Approval. for each member of Supplier Staff who, in providing the Deliverables, has, will have or is likely to have access to children, vulnerable persons or other members of the public to whom the Buyer owes a special duty of care, the Supplier must (and shall procure that the relevant Sub-Contractor must):
 - 1.2.1 carry out a check with the records held by the Department for Education (DfE);
 - 1.2.2 conduct thorough questioning regarding any Relevant Convictions; and
 - 1.2.3 ensure a police check is completed and such other checks as may be carried out through the Disclosure and Barring Service (DBS),

and the Supplier shall not (and shall ensure that any Sub-Contractor shall not) engage or continue to employ in the provision of the Deliverables any person who has a Relevant Conviction or an inappropriate record.



Annex 1 – Relevant Convictions

None identified



Schedule 4 (Tender)

Tender Application form for a project with the Food Standards Agency



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

LEAD APPLICANT'S DETAILSG Is your organisation is a small and medium enterprise. (EU recommendation 2003/361/EC refers Yes No http://www.hmrc.gov.uk/manuals/cirdmanual/cird92800.htm) **TENDER SUMMARY TENDER TITLE** Consumer Insights Tracker **TENDER** FS900280 PROPOSED START PROPOSED END [15/05/2023] [31/03/2024] 1: TENDER SUMMARY AND OBJECTIVES A. TENDER SUMMARY Please give a brief summary of the proposed work in no more than 400 words. YouGov recognises the FSA wants to conduct tracking to monitor consumer attitudes and behaviours around

food to supplement its flagship 'Food and You 2' research by providing more timely insights.

We are experts in conducting large high profile public and consumer perception trackers including

understanding of the criminal justice system for the Crown Prosecution Service, attitudes towards the armed forces for the Ministry of Defence, perceptions and understanding of the Bank of England, and for many years



the Agriculture and Horticulture Development Board's (AHDB) quarterly programme of consumer research about British food produce.

Key features of our approach include:

- A detailed design and review phase at the start of the programme, including a review of previous
 questions and the sampling plan.
- Improving the ability to track 'granular changes' through an 'always on' approach, collecting responses for 365 days a year
 - This includes surveying n=2,000 people each month (as required) with a boost of n=40 in Northern Ireland (total n=2,040) allowing for nation comparisons unlike the current approach.
- Access to a huge number of demographic variables including gender, age, region, income, IMD, working status, ethnicity, in addition to consumer purchasing data (including main grocery shopper and main supermarket) meaning these don't need to be asked in the survey.
- Unlike the current omnibus approach, there is not a limit to the amount of profiling data we can
 provide.
- A pilot of n=100 responses each month to ensure understanding, resulting in high quality data.
- Monthly data tables (with all agreed crossbreaks and statistical significance testing), with rigorous data checks and quality assurance in place.
- The data in Crunch, our in-house data analysis tool which stores all of your data in one place and includes an interactive dashboard which would automatically update with KPIs each month.
- · A short written summary, highlighting the key findings for stakeholders.
- A full annual report to be published online, which meets all accessibility requirements. This would
 include a detailed methodology, key findings and recommendations, and would be published
 alongside a technical report.
- A senior, well resourced project team with experience working with a range of clients across the
 public sector
 - The team have led numerous studies on the topic of food, for clients including AHDB, Cancer Research UK (CRUK), the Office for Health Improvement and Disparities (OHID) and the Groceries Code Adjudicator (GCA).
- · Quarterly review meetings to monitor future trends, attended by the full YouGov project team.

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

OBJECTIVES

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

OBJECTIVE NUMBER	OBJECTIVE DESCRIPTION
1	Understand consumer attitudes and behaviours towards a range of issues affecting the food system: We are experts in consumer tracking, conducting high profile trackers for clients including the CPS, MoD, Bank of England, GambleAware and Scottish Water. Additionally, we would bring relevant topical experience having worked with AHDB, CRUK, OHID and the GCA, amongst others. Our experience of these projects would inform all stages of the research process, including questionnaire design and reporting.
2	Provide monthly timeseries data to stakeholders, tracking granular changes over time: Given the need to track 'granular changes' we have proposed an 'always on' approach (an improvement to the current method which collects data once a month), collecting responses for 365 days a year. This ensures that any news stories or life events are picked up in the data and are not missed. The timeseries data would be provided in Crunch, our in-house analysis tool, holding all of your data in one place with an interactive dashboard that would automatically update with the data for KPIs each month.
3	Understand how attitudes and behaviours vary by demographic groups: We have access to a huge number of demographic variables already held on panellists (including gender, age, region, income, working status, ethnicity) in addition to consumer purchasing data (including main grocery shopper and main supermarket) meaning these don't need to be asked in the survey. This increases the opportunity for demographic



analysis in comparison to the current omnibus approach where additional variables are typically charged for.

4

Forecast and monitor future trends: We recognise the importance of ensuring questions stay relevant and not letting a tracking study stagnate, with clients noting this in testimonials: "The team has provided insights and advice on how best to improve the survey year on year to obtain the best outcomes possible" (GambleAware). We have proposed a quarterly review meeting to monitor future trends, attended by the full YouGov project team. The questionnaire could take a modular approach, with core tracking questions and space for topical questions rotated monthly which could explore different news stories. Additionally, YouGov is always tracking aspects of food consumption (available on our website) which we can monitor to identify current trends. This includes areas such as seasonal purchasing, how the environment affects food decisions and how often people shop.

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.

Project inception

At the start of the project, we would schedule an inception meeting with the team at the FSA where we would provide a brief overview of the approach and address any questions relating to this. This would be followed by an open discussion in order to receive feedback from the FSA and work with you to consider and make any necessary amendments to the current approach and work plan. This would be a useful opportunity to meet the full project team and discuss roles and responsibilities. Additionally, we would discuss the timings, sample and approach to comparability and consistency.

Comparability and consistency

We recognise that historical comparability is very important when transitioning from another provider and our approach is set out below, which we have taken in recent years with a number of clients including the Bank of England, Ofqual and the British Army.

When handling the transition of online research fieldwork from another provider there are several key items that are important for us to have:

- A test link of the previous survey so we can see how it appeared on screen
- Questionnaire in Word format with scripting instructions such as knowing which questions were randomised
- A final datafile and data tables
- Details of the sampling quotas
- Details of the weighting applied

The main aim is to replicate the previous setup as closely as possible in terms of the questionnaire look and feel on the page, sampling, weighting, data production and cross-tabulated demographics. Unlike a transition from offline to online research there should no mode effects to be handled through parallel running, bridging and data adjustments.

As part of the transitioning process, we would compare our initial results to previous results that the FSA has collected and write up a short summary of the findings, and any recommendations for the approach e.g. changing the weight scheme.

We have our own panel of over 400,000 active panelists in the UK. One of the key advantages we offer to clients when handling this transition is that the YouGov panel is heavily pre-profiled and connected, meaning that very few demographic questions need to be asked in a client's own survey. We also don't charge for additional demographics, which differs from typical Omnibus services. This includes standard demographics (e.g. age, gender, ethnicity, social grade, income) as well as a number of other variables such as consumer purchasing data (including main grocery shopper and main supermarket), media consumption (e.g. social media usage) and news consumption (e.g. main source of news).



The YouGov codebook, containing all of our profiling questions, can be found <u>here</u>. The username is profiles_codebook and the password is password123.

Fieldwork

We understand that the fieldwork was previously conducted using an omnibus, with data collected over a weekend mid-month. However, given the FSA's need to analyse granular changes in consumer attitudes and behaviours over time, we would suggest an improvement to the current data collection method which is using a continuous ('always on') approach. This means that we would spread the n=2,040 responses across the month, as opposed to in a couple of days, collecting data every single day (c.65 completes per day). This ensures that any news stories or life events are picked up in the data, and are not missed.

Taking the horse meat scandal as an example, a continuous tracking approach would ensure that data had been collected on the days leading up to the news, the day of the news, and the days following this. This makes it the most effective way of monitoring the impacts of food incidents or other wider issues on consumer attitudes and behaviours.

We would run this as a standalone survey, and the FSA questions would not be asked within a longer questionnaire.

It is worth noting that whilst we recommend the 'always on' approach, we are open to discussing different fieldwork timings (e.g. collecting the data mid-month as it was done previously) and this would <u>not</u> impact the overall cost, or survey design.

YouGov has a proprietary, automated sampling system that invites respondents based on their profile information and how that aligns with targets for surveys that are currently active – this is called 'active sampling'. Respondents are automatically, randomly selected based on which surveys are 'live' at the time and how that matches their profile information. Respondents are given an incentive per survey (in points) which can be withdrawn once they achieve a specified number.

Sampling

We have vast experience conducting research designed to be nationally representative of the UK. Our largest survey of this nature was for UK Coaching, involving surveying n=50,000 adults across the UK on their perceptions of exercise, group activity and coaching. This included n=42,000 in England, n=2,500 in Wales, n=4,500 in Scotland and n=1,000 in Northern Ireland, highlighting our ability to conduct robust national research.

We understand that the current sampling and weighting approach ensures representativeness by age, gender, working status and social grade among adults (aged 16-75) living in England, Wales and Northern Ireland. We would review this at the initial review stage, drawing comparisons with the latest Census data available online. We can directly replicate the sampling approach (if required) however would also put forwards our own suggestions on the sampling, and where any improvements could be made.

Discussions around the sample could include:

- Including those aged 76 and over in the sample, given food is a topic applicable to everyone and we don't usually have to exclude the over 75s from our surveys
- Including regional quotas for England
- Removing the working status quotas, given the topic of the survey e.g. this would be applicable if asking about employment however is less relevant for a survey on food
 - If this was being used as a proxy for deprivation, we could set quotas by Index of Multiple Deprivation (IMD) instead which is a commonly used way of measuring deprivation. We hold this data on our panelists already.

If we did make any changes to the sampling/weighting, we could produce two sets of tables following the first wave of data collection – one using the previous weight scheme and one using the new proposed scheme. This would allow us to analyse whether the changes resulted in any differences, and how they could be mitigated against.



An example of how we would construct a representative sample frame (among adults 16-75) is given below, based on the latest ONS Census data. We would suggest a boost in Northern Ireland to achieve n=100, bringing the total sample to n=2,040.

We understand that the FSA cannot currently make comparisons between England, Wales and Northern Ireland due to the base sizes. In our approach, we would ensure that comparisons could be made, guaranteeing a minimum of n=100 in both Wales and Northern Ireland. Additionally, Crunch (our in-house data analysis tool explained in innovation) would allow us to combine months (e.g. combining 3 months). In this quarterly view, the FSA would have n=300 in these two nations and be able to cut the data further e.g. by gender, age or social grade.

	Population (%)	Boost	Number in sample
Region			
North East	4%		87
North West	12%		241
Yorkshire and the Humber	9%		178
East Midlands	8%		159
West Midlands	10%		191
East	10%		204
London	15%		295
South East	15%		300
South West	9%		185
Wales	5%		100
Northern Ireland	3%	40	100
England			
Female	51%		938
Male	49%		902
16 to 24	14%		264
25 to 34	18%		338
35 to 44	18%		327
45 to 54	18%		330
55 to 64	17%		314
65-75	14%		267
AB	23%		423
C1	31%		570
C2	21%		386
DE	25%		460
Employed	76%		1400
Unemployed	4%		72
Economically inactive	21%		386
Wales			



Female	51%	51
Male	49%	49
16 to 24	14%	14
25 to 34	17%	17
35 to 44	16%	16
45 to 54	18%	18
55 to 64	19%	19
65-75	17%	17
AB	18%	18
C1	29%	29
C2	23%	23
DE	30%	30
Employed	72%	72
Unemployed	4%	4
Economically inactive	25%	25
Northern Ireland		
Female	51%	51
Male	49%	49
16 to 24	15%	15
25 to 34	17%	17
35 to 44	18%	18
45 to 54	18%	18
55 to 64	18%	18
65-75	14%	14
Employed	72%	72
Unemployed	2%	2
Economically inactive	26%	26

Given we have our own panel, we can monitor these quotas very rigorously during fieldwork, ensuring that we achieve them as closely as possible. This differs from many other research agencies, where this is handled by a third party. We understand that with the current approach, participants cannot complete two consecutive surveys. Due to the size of our panel, we can improve this by putting a 6 month lockout on. A longer lockout is always preferable, as it means responses won't be impacted by someone having taken the survey before.

Questionnaire design



Working with a range of clients across the public sector, we are experts in designing tailored questionnaires on a range of topics. Relevant examples on the topic of food include exploring perceptions and experiences of food shopping and healthy eating for Cancer Research UK (CRUK), understanding the relationship between food and obesity for the Office for Health Improvement and Disparities (OHID), and exploring supplier perceptions of food retailers for the Groceries Code Adjudicator (GCA). This includes advising clients and designing questions on the most appropriate question type (e.g. open/closed) on a day-to-day basis.

At the start of the contract, we would review the FSA's existing questionnaire and make any suggestions/improvements, as well as thinking about new areas to explore. We understand the importance of tracking, so we would suggest keeping any key tracking questions the same. However, we can test alternative ways of asking them by splitting the sample (maintaining the ability to track) and asking different variations of the question to two different groups. This allows us to understand the impact of any changes to question wording.

Following this, we would have a questionnaire review session (attended by relevant YouGov and FSA staff) where we could identify any 'core' questions and any that could rotate in/out. Here, we could also discuss any of our recommendations for the questionnaire.

Based on an initial look at the questionnaire, our recommendations include:

- Being more specific some questions would benefit from being more specific. For example, for Q13 on the supply chain it would be worth separating out some of the processes given there are different interpretations of what is involved in the supply chain. It is important to understand which aspects are most important to the FSA and ask specifically about those e.g. this could include production (including farming practices) or processing (including packaging).
- Thinking about the most appropriate timeframes this is important to ensure that the question gives us data that is meaningful. For example, for Q9 on changing food shopping costs; it would be better to ask about the past month (rather than the past week) given it is unlikely people will notice costs changing on a weekly basis.
- Refining scales in some places answer options could be refined/reduced. For example, at Q12 (on concern) we could combine the don't know options and for Q14 we would suggest removing 'it varies'.
- Additional profiling data which we can append from the data we hold on our panelists already. For example, for Q1 (physical/mental conditions) we could also tell you which physical and mental health conditions people have, allowing for more detailed analysis.

We estimate the survey would be 10-15 minutes in length each wave, which is accounted for in the current cost structure.

Survey setup

We would setup and host the survey in our own survey system. The range of question types that can be used on our system includes standard formats such as single choice, multi-choice, verbal and numeric scales, open ended and ranking questions, as well as many innovative question types. For example, we have the ability to test multi-channel campaigns through: posting branded and de-branded campaign images/stills to test recall and awareness; playing radio adverts; showing TV adverts or short idents to test recall and reaction; image mapping/ hotspot tools to test creative imagery or text.

Data tabulation

The first stage of the data processing phase will be a cleaning and refinement of the quantitative dataset. Our data processing team would produce a set of data tables that are easy to read in Excel and contain all agreed crossbreaks. The tables include statistical significance testing to the 95% confidence level (alpha value for 0.05) using t-tests. The weighting scheme will be applied to the final dataset to adjust for any sampling discrepancies and ensure that the responses are representative.

Following this, the data would be put in Crunch, our in-house data analysis tool. More information on this can be found in the innovation section.



Monitoring future trends

We have extensive knowledge of the food sector, and have been tracking a number of key areas (trackers available here) which we can monitor to identify current trends. This includes areas such as seasonal purchasing, how the environment affects food decisions and how often people shop. This is coupled with numerous articles (available here) on consumption, including the impact of Covid-19 on food habits (available here), food practices (available here) and general attitudes towards food and eating (available here). Additionally, we would draw from our experience of published work for other clients. For example, we have just published a report for Cancer Research UK, British Heart Foundation and Diabetes UK on consumer behaviour around healthy food consumption (available here). The production of this report was led by Kate (project manager).

We propose conducting a quarterly review meeting to monitor future trends, attended by the full YouGov project team. This is the approach we have taken for a number of our tracking studies and have found it a really effective way of bringing different ideas together. This could also be used as an opportunity to review elements of the tracker such as the design, sample, quality, speed of service, and ways of working.

We recognise the importance of ensuring that the survey's topics stay relevant, with testimonials from clients that highlight this included below:

"The team has provided insights and advice on how best to improve the survey year on year to obtain the best outcomes possible. Each individual on the team has been helpful, reliable, friendly and professional. I would highly recommend working with YouGov." (GambleAware, Team: Kate and Seb)

"The team at YouGov are a pleasure to work with. Not only do they provide great insight and have great tools for analysing data, but they are always happy to help and look for new ways to add value. It's great to know the information you are using to make decisions is robust and provides real insight." (Blue Cross, Team: Kate)

Cognitive testing

We understand the FSA wants the ability to conduct cognitive testing on the questionnaire. Our dedicated qualitative team have a strong track record in conducting cognitive testing of surveys, especially for large, complex, global and longitudinal studies. Recent clients include the Department for Transport (DfT), Office for Product Safety and Standards (OPSS), GambleAware and London Economics.

We recommend conducting 10 interviews (45 minutes). We typically script the questions in the YouGov survey software and ask respondents to complete the survey whilst on the phone or a video call with a qualitative expert – this means they see the questions in the same format that they will see them when the survey is launched, meaning the data is more valid and reliable. Respondents talk through the questions and answer options during the interview and explain what they think it is asking them. We then ask standardised questions and bespoke probes to test their understanding and comfort. We also ask summary questions at the end on the topic, language used, survey length, comprehension, and experience.

A written cognitive testing and pilot data report would be produced that outlines any identified issues with questions, answers or formats, and recommendations for amendments to the merged survey design. The qualitative team will work closely with the quantitative team to ensure the final survey reflects the learnings.

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.

At YouGov we are constantly innovating and evolving our offer, tailoring our approach to individual clients. Innovation is at the core of what we do, which plays a role in all stages of the research process and meeting your objectives.

<u>Method – a continuous approach for a more accurate read on consumer behaviours and perceptions</u>
Whilst the research was previously conducted on an omnibus with the data collected over one weekend, we have proposed an 'always on' approach (as mentioned above). Given the need to analyse granular changes in consumer attitudes and behaviours over time, this approach allows for news stories or events that occur at any point in the year to be picked up. This is the most accurate way of meeting *objective 2: providing monthly timeseries data to stakeholders, tracking granular changes over time.*



This is the approach used for large scale trackers for the Ministry of Defence (MOD) and Scottish Water. In the case of the MOD where the tracker spans all areas of Armed Forces communications (e.g. British Army, RAF, Navy), tracking continuously allows us to pinpoint when specific events happen, even where they may not stay top of mind for long. When budget announcements affect the funding of the Armed Forces; we track where and when people pick up the news, and examine how many weeks or months people's attitudes are affected for. For Scottish Water, this allows us to monitor local water issues across the month, picking up on any issues and how people were affected.

Analysis - access to enhanced profiling and consumer purchasing data

We hold thousands of data points on our panelists, from basic demographic information (e.g. gender, age, region, income, working status, ethnicity etc.) to consumer purchasing data. This includes data of particular relevance to the FSA such as:

- Whether someone is the main grocery shopper in their household
- People's main supermarket
- What motivates people to choose a supermarket

Additionally, we know how much people agree or disagree with a vast array of statements related to food such as:

- "My lifestyle doesn't allow me to time to prepare and cook food"
- "I don't shop at supermarkets if they haven't got fresh, high quality food"
- "Fresh food is better than frozen food"
- "A meatless diet is the healthier option"

With an omnibus approach, there are limits to the amount of demographic data which can be provided within the contract (e.g. at no extra cost each month). However our bespoke approach means these questions do <u>not</u> need to be asked in the survey, which not only frees up space for topical questions, but also allows the FSA to analyse the survey data with these additional variables, adding richness to the data. This would achieve objective 3: understand how attitudes and behaviours vary by demographic groups.

Deliverables - storing the data in one place (Crunch) with a dashboard for visual reporting

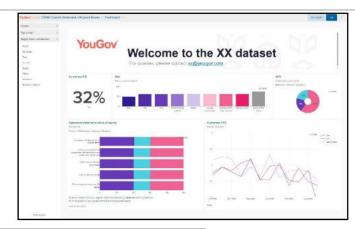
We would also provide access to the final survey data in our in-house data visualisation system: Crunch. The Crunch system holds all of the survey results from the tracker in one place with finalised data tables uploaded to the system, allowing you to conduct your own ad-hoc analysis. We can help you to create an interactive dashboard with the key measures tracked over time (*an example is shown below*).

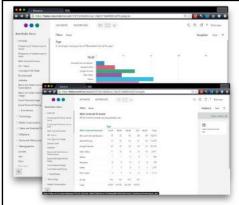
Crunch makes it easy to draw comparisons between waves and to further explore the data. For example, Crunch would enable you to view the data at an overall level broken down by region (e.g. England), but then break it down further by different groups e.g. people in lower social grades who also are the main grocery shopper.

We will provide as many logins as you need and would host an introductory session to ensure you get the most out of the tool, including taking you through:

- Filtering the dataset
- Creating and exporting charts into PowerPoint
- Creating your own crossbreaks and tables
- Exporting tables into Excel







Given Crunch holds all of the data in one place, allowing you to view the data over time (e.g. with a timeseries view), this is key for meeting *objective 2: provide monthly timeseries data to stakeholders, tracking granular changes over time*.

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.

The project would follow the plan below, which summarises the information given in the approach of work. We would provide regular updates to the FSA, emailing as we move into each stage of the project plan. The project plan below is given for the initial wave – subsequent waves would follow the approach from 'share draft questionnaire ideas' onwards.

Whilst all monthly reporting is currently done in-house at the FSA, we propose meeting the requirements through a dashboard and a short written summary in Word (which could be shared with stakeholders externally). This could meet both the summary and bulletin requirements, as it would be produced in an accessible format which could be shared. If the FSA does want a separate bulletin, however a discussion could be had around what it would be most useful for us to produce.

- 1. Project inception gives the opportunity to confirm objectives, ensuring they meet the requirements
 - i. Confirm research objectives (YG/FSA)
 - ii. Discuss roles and responsibilities (YG/FSA)
 - iii. Agree final timings (YG/FSA)
- 2. Sampling meets objective 3 (understand how attitudes and behaviours vary by demographic groups)



- Discuss potential improvements to the sample (YG/FSA)
- Share agreed sample frame (YG)
- Sign off final sample frame (YG) iii.
- Questionnaire design meets objective 1 (understand consumer attitudes and behaviours)
 - Attend questionnaire design workshop (YG/FSA)
 - Share draft questionnaire ideas (FSA) ii.
 - iii. Review and refine draft questions (YG)
 - iv. Sign off final questionnaire (FSA)
- Fieldwork
 - Survey setup (YG)
 - Pilot to n=100 respondents (YG) ii.
 - iii. Review pilot and share any changes (YG)
 - iv. Sign off any final changes (FSA)
 - v. Full launch survey (YG)
 - vi. Monitor fieldwork (YG)
 - vii. Close fieldwork (YG)
- Data tabulation meets objectives 1 (understand consumer attitudes and behaviours) and 3 (understand how attitudes and behaviours vary by demographic groups)
 - Agree required crossbreaks (YG/FSA)
 - Process data tables (YG)
 - iii. Quality assurance for data tables (YG)
 - iv. Share data tables and csv (YG)
- Crunch upload
 - Upload the data into Crunch (YG)
 - Host an introductory session (YG)
- 7. Crunch dashboard meets objectives 1 (understand how attitudes and behaviours vary by demographic groups) and 2 (provide monthly timeseries data to stakeholders, tracking granular changes over time)
 - Agree variables for dashboard (YG/FSA)
 - Share dashboard (YG)
- 8. Reporting meets objectives 1 (understand how attitudes and behaviours vary by demographic groups), 2 (provide monthly timeseries data to stakeholders, tracking granular changes over time) and 3 (understand how attitudes and behaviours vary by demographic groups)
 - Share short written summary (YG)
 - Report design workshop for annual report (YG/FSA)
 - iii. Share report template (YG)
 - iv. Sign off report template (FSA)
 - v. vi. Share report, including key findings and recommendations (for the annual one) (YG)
 - Share technical report (YG)
 - vii. Sign off annual report (FSA)

As summarised above, our process for analysis and reporting includes a number of stages. This is the process we will follow for the annual report:

- Project team members would individually analyse the data before meeting as a team to discuss emerging findings and key groups for analysis. This goes beyond simply looking for topline figures to also using our experience in this field to see whether findings are in line with other research we have conducted on the topic of food and consumer confidence, or if anything is unexpected;
- We would suggest sharing this knowledge with the FSA during a report design workshop, giving you the chance to input into the most important themes and groups to focus on;



- We would produce the report structure, and share this with the FSA where we would agree particular topics and groups to focus on;
- The findings would feed into a written report in Word, which could be published online. This would
 include the method, key findings and recommendations, broken down by key demographic groups;
- The draft would be shared with the FSA, allowing the FSA to comment and suggest changes ahead of final sign off.

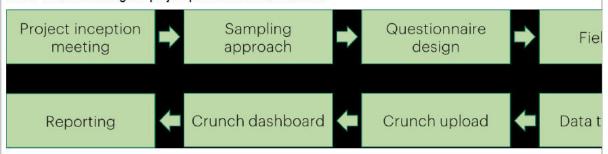
We would only ever report on statistically significant differences, to the 95% confidence level. All open ended questions would be analysed thematically, and quoted in the report to add depth to the quantitative findings.

Examples of high profile written reports which Kate (project manager) has led on recently are given below:

- Cancer Research UK: Trolley Trends: Shifting the nation towards healthier shopping here
- GambleAware: Treatment and Support (peer reviewed) here
- . Ofqual: Public Sentiment of Qualifications here
- Mind: Lived Experiences of Mental Health here
- Hygiene Bank: Experiences of Hygiene Poverty here

Objective 4 (forecast and monitor future trends) would be achieved through quarterly review meetings.

A flow chart illustrating the project plan can be found below:



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
- cross referenced with objective numbers i.e. deliverables for Objective 1 01/01, 01/02
 Objective 2 02/01, 02/02 etc

Please insert additional rows to the table below as required.

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

Below we have given example timings for key deliverables and milestones, based on starting the contract mid-May and ending at the end of the financial year (to align with the payment plan). This equates to 10 months of fieldwork.

We have given timings for starting fieldwork in June, but could discuss running a wave (in a shorter timeframe) in May (if required). If timings change and this is signed off later in May, we can be very flexible – for example, we could start the fieldwork for wave 1 mid-June if required (delivering data early July).

We are aware that timely insights are key to this contract. Given the length of the survey and our bespoke approach, we have proposed delivering tables 5 days after fieldwork closes, however we could reduce this if necessary. Additionally, we could send initial topline findings (interim – unweighted) mid-way through the month when required e.g. if insights are needed for a specific question.

If cognitive testing is commissioned, this would run at the start of June, with fieldwork starting mid-month.

Questionnaire amends would typically be required 5 days before fieldwork launches.



ORDER OF	DATE	TITLE OF DELIVERABLEOR MILESTONE
1	15.05.2023	Project inception meeting - gives the opportunity to confirm objectives.
2iii	22.05.2023	Sign off final sample frame – objective 3.
3i	17.05.2023	Questionnaire design workshop – objective 1.
3iv	18.05.2023 – 25.05.2023	Review and refine draft questions
3iv	26.05.2023	Sign off final questionnaire
4i	31.05.2023	Survey setup (completed)
4ii	01.06.2023	Pilot to n=100 respondents
4iii	02.06.2023	Review pilot and share any changes
4iv	02.06.2023	Sign off any final changes
4v	02.06.2023	Full launch survey
4vi	03.06.2023 – 29.03.2023	Monitor fieldwork
4vii	30.06.2023	Close fieldwork
5i	28.06.2023	Agree required crossbreaks
5ii	03.06.2023 - 06.06.2023	Process data tables
5iv	07.06.2023	Share data tables and csv – objectives 1 and 3.
7i	07.06.2023	Agree variables for dashboard
6i	11.06.2023	Upload the data into Crunch
6iii	12.06.2023	Host an introductory session
7ii	11.06.2023	Share dashboard – objectives 1 and 2.
8i	14.06.2023	Share short written summary - objective 1 and 3.
8ii	20.02.2023	Report design workshop for annual report
8iv	23.02.2023	Sign off report template (annual report)
8v	11.03.2023	Share report, including key findings and recommendations (annual report) – objectives 1, 2 and 3.
8vi	19.03.2023	Share technical report
8vii	25.03.2023	Sign off annual report



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.

Crown Prosecution Service (CPS) - quarterly perceptions tracking

- Start and end date: September 2022 until present (on-going)
- . Client name: Crown Prosecution Service (CPS)
- Value: £97,750 per year
- Brief description of work: A quarterly perceptions tracker for the CPS of n=5,500 adults, which we
 designed from scratch last year. The survey covers a range of topics, including people's experiences,
 perceptions and confidence of the criminal justice system. The research is designed to be nationally
 representative of adults living in England and Wales, with boosts of people from ethnic minority
 backgrounds to ensure representation.
- How it demonstrates relevant skills/expertise: We have a wealth of experience in running successful consumer confidence trackers, with the CPS being just one example. This includes tracking confidence in the CPS (e.g. how fair and effective it is), as well as perceptions of the criminal justice system more broadly; we understand that tracking consumer confidence is a key element of the FSA tracker. Each wave, we produce recommendations based on the data and suggest new areas to explore based on our knowledge of the survey, which we would also do for the FSA. Similar to the FSA insight tracker, there is also a focus on innovation which to date has included conducing advanced analytics (Key Driver Analysis, KDA) to understand what drives confidence in the CPS, and delivering the data in Crunch, our in-house data analysis tool.
- Skills used to ensure successful delivery: In particular, this demonstrates the following skills. 1) Questionnaire design involving setting up the questionnaire from scratch, using our experience of conducting research on sensitive topics. 2) Project management given this is a relatively new tracker, we established the CPS' preferred ways of working, including sending regular updates on fieldwork (for example), and holding questionnaire design and report analysis calls (when required). 3) Reporting with actionable insight the reporting is a key element of this project, with a focus on groups with lower confidence and what messaging would be most effective. Testament to the success of this new contract, the client has since commissioned additional qualitative work and is renewing the contract for the next financial year.

Ministry of Defence (MOD) - continuous perceptions tracking

- Start and end date: May 2018 until present (on-going)
- Client name: Ministry of Defence (MOD)
- Value: £60,000 per year
- Brief description of work: We run an 'always-on' continuous tracker for the MOD, providing them
 with n=670 UK nationally representative responses per month and quarterly reporting. The
 questionnaire was created in partnership with the MOD Directorate of Defence Communications and
 covers a wide range of subjects across public attitudes towards the armed forces.
- How it demonstrates relevant skills/expertise: Successfully managing the continuous perceptions
 tracker for the MOD demonstrates breadth and depth of experience in running confidence trackers.
 Each quarter we merge the data together to provide a summary report and full slide deck review,
 including recommendations, to fulfil the client's main research objectives. The outputs we provide are
 consistently used to inform key communication objectives, and the client has expressed how the
 online tools (namely Crunch) has enabled them to analyse specific audience metrics (e.g.
 demographics and topical issues).
- Skills used to ensure successful delivery: The following skills are demonstrated: 1) Project
 management: managing an always-on tracker requires excellent organisation and communication



with the client. By providing regular updates and reminders we ensure that the project runs smoothly and outputs are always delivered on time. 2) Questionnaire design: we provide monthly assistance to the client when setting up the next month's survey. We have expertise in questionnaire design and have demonstrated to the client that we are able to develop a question that will meet their objective and crucially produce a survey which measures societal attitudes towards the Armed Forces. 3) Reporting with actionable insight: as mentioned, we produce a quarterly report for the client, and to ensure this is as useful as possible we include topical information and highlight key areas of change so that it's easy for the client to take note of any movements without having to trawl through the data. Coupled with our recommendations the report provides a useful basis for the client to check in with public perceptions and act with confidence.

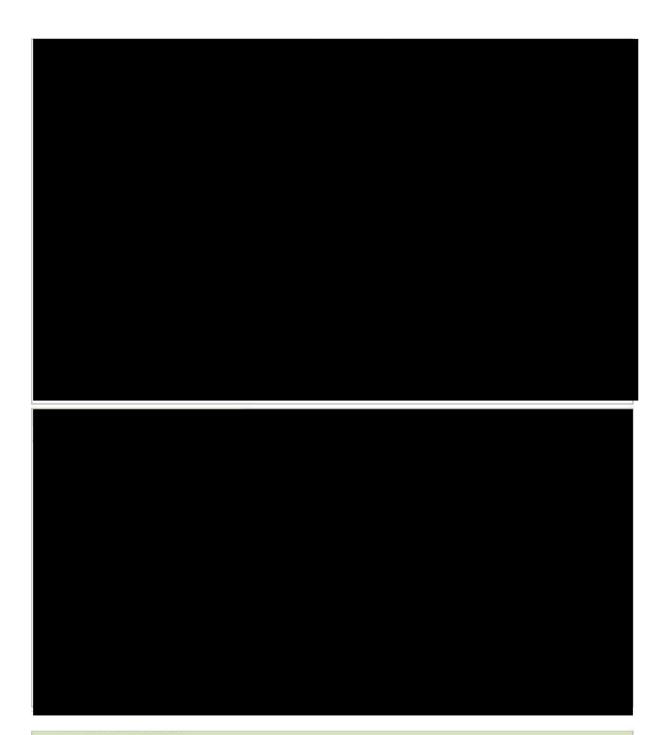
Bank of England (BoE) - Quarterly tracking

- Start and end date: December 2022 until present (on-going)
- Client name: Bank of England (BoE)
- Value: £82,500 per year
- Brief description of work: We run quarterly perceptions tracking for the Bank of England, providing
 them with n=5,000 UK nationally representative responses per quarter, with accompanying data
 tables, raw data, Crunch dataset and quarterly reporting. The questionnaire covers public perception
 of the Bank, its role and how it's performing.
- How it demonstrates relevant skills/expertise: This tracker adds to a wealth of experience we have
 in running successful perceptions and confidence trackers. This particular project also demonstrates
 how we have successfully transitioned a tracker from another supplier, providing a seamless
 experience for the client and ensuring results are comparable to historic data. To do so, we have
 matched as closely as possible the respondent experience, as well as the sampling and weighting
 targets.
- Skills used to ensure successful delivery: 1) Questionnaire design: As it is a relatively new tracker, we recently ran a questionnaire revamp session with the client to work together with key stakeholders to ensure the questionnaire addresses their key research objectives whilst also following best research practices and providing a good respondent experience. 2) Project management: we've established the Bank's preferred way of working, and have set up regular meetings with key stakeholders to ensure a smooth transition from a previous supplier. 3) Reporting with actionable insight: we have produced quarterly reports with key recommendations, focusing on those groups who have less understanding or knowledge of the Bank and its roles and how the Bank can improve its communications and perceptions amongst these groups.

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

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





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





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.

Meetings

We would establish regular meetings with the FSA, especially at the start of the contract, to ensure that objectives are being met throughout the project and the team are updated. This would include an inception meeting, a questionnaire design workshop and a report planning session (amongst others). For other contracts of this size, we have found that a weekly update (via email) is useful for keeping everyone informed. Whilst we have proposed meetings at set stages of the project, we are happy to meet on an ad-hoc basis as and when required e.g. having a call to discuss a particular element of the questionnaire or discussing potential areas for future research. Ad-hoc calls would be attended by the relevant team members and could be setup quickly, as required (within 24-48 hours).

Additionally, we would host a quarterly review session to discuss any future trends, in addition to any feedback on design, distribution, quality, speed of service and ways of working.

Timings

Through our experience working on fast-turnaround projects we have built up the supporting infrastructure and necessary practical knowledge of how to successfully manage large research programmes and would bring this to our work with the FSA. We have rigorous quality assurance processes to ensure that the correct deliverables are delivered each wave. Our Crunch platform provides the ability to access the survey data live, meaning that initial insights can be pulled out even during fieldwork. Through this, we demonstrate huge experience of ensuring objectives and deliverables are achieved on time.

A case study that demonstrates the supporting infrastructure and pace at which we can produce quality outputs is outlined below.

Case Study: Cabinet Office - Covid-19 Tracking

Since the initial outbreak of Covid-19 in the UK, YouGov has provided fast-turnaround polling to the Cabinet Office tracking the Government's response to the pandemic, with the data used at the highest levels of Government during the pandemic. The project has involved responding to demanding client requirements that have regularly changed in response to events, requiring short notice changes, fast turnaround and provision of services outside of normal office hours. At its peak, this involved conducting surveys seven days a week — including weekends and bank holidays - with condensed fieldwork to allow delivery of 1,600 responses the following day before 7.30am. Where required, the finalisation of the questions and the launch of the survey were delayed until after the Government's 5pm press conference to allow for the questionnaire to reference that day's announcements.

The experience of accounts like this has allowed us to finesse our processes for delivering results, even overnight and out-of-hour results when required. Maximising the efficiency of how our data tables are run and the amount of results processing that can be prepared before the completion of fieldwork to allow the fast production of results tables when required. All these lessons are carried over into YouGov's processes for delivering on time for this contract.

Project management techniques

We are also able to draw upon our teams' project management experience to put in place a series of key project management principles to ensure time efficient delivery.

At the start of a project we will ensure the following issues are addressed, so that we:

- Define roles, responsibilities, and terms of reference for a particular task
- · Identify the standards and methods to be used
- Define the activity and resource plans required for the task
- · Identify the standards to be applied to deliverables
- Assess the risks of the project and the actions that can be taken to mitigate those risks
- Define the timing of and attendance at project review meetings



Highlight which deviations from the plan must be approved by the FSA

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

ldentified risk	Likelihood of risk (high, medium, low)	Impact of Risk (high, medium, low)	Risk management strategy
Issues with methodological continuity by changing suppliers	Low	Medium	We have vast experience transitioning surveys for clients including the Bank of England, Ofqual, the British Army and the CIPD. We know what is required for a smooth transition (including the questionnaire, sample frame and final data tables) and can ensure we replicate the setup as closely as possible. If we were to change the weight scheme, we could run two sets of tables to understand whether this would impact tracking. We would document any methodological changes (if any) in the technical report.
Not achieving high quality representative samples	Low	High	Given the size of our panel with 400,000 active panelists in the UK, we have a large pool to draw respondents from. We have experience delivering a nationally representative sample of n=50,000 for UK Coaching, so have no concerns about achieving n=2,040 responses each month.
Findings are misinterpreted or misleading	Low	Medium	The final data would be cleaned and verified. Our team are experienced in analysing datasets and using significance testing to highlight statistically significant changes. All datasets and final outputs are quality checked by an independent team member who has not worked on the project.
Relevance of questions unclear or questions not understood	Low	Medium	YouGov will provide support on the design of the survey and in addition to the core team testing the survey, a team member not involved in the project would test each survey to ensure the questions are clear. We also pilot all of our surveys to n=100 respondents and if a question was unclear/not understood, we would pick this up in the pilot and could change the question accordingly.
Not meeting project deadlines	Low	Medium	We have vast experience of running research programmes with adults in the UK and strong project management techniques to ensure that we have sufficient resource and deliver within the timescales. We have proposed a project team of 3 core team members, meaning that in the absence of team members, there will always be a core team to manage the programme. We can also draw upon wider support and expertise where required; the Public Sector research team has 16 specialist staff, and we have the ability



			to call upon a wider pool of 50 researchers within YouGov Public.
There is a risk that key members of the YouGov project team leave the company and can no longer work on the project	Medium	Low	Marked as high probability because of the overall length of the contract. Our electronic CRM system means that all documents, tools and correspondence is stored electronically so can be easily accessed by new and existing members of the team. Director level team members have a significant length of time before leaving YouGov (6 months) and Research Managers would be 3 months, ensuring clients and projects are reresourced in a timely and effective manner. There is also a well-resourced team with deputies and supporting personnel to ensure handover to others is managed well. The wider public sector research numbers 14, so we can replace people at the same levels of seniority and would put forward replacements for review by the FSA.
A breach of security in storage of PID data or non-PID data, caused by accidental sharing or misplacement of data	Low	High	YouGov will act in accordance with the Data Protection Act 1998 and GDPR. Respondents contact details and responses to the research will only be disclosed to authorised persons on the research teams. Electronic databases and data files containing confidential information will be password protected; paper records will be stored in locked draws and cabinets and all hardware and software will be subject to encryption, Internet firewall and virus checking. Datafiles are anonymised and no new personally identifiable information would be collected for the online survey.



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 <u>Joint Code of Practice for Research</u> (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.



Our approach to delivering quality follows is set out in our Quality Procedures & Checklists Brochure which is the driver of project management and delivery excellence. As a project pass along the project life cycle there a number of key stages for which there is a process and checklist with supervision protocols. Not all stages are required in every project but those that are have a process and checklist as follows:

- Overarching project management;
- Questionnaire design;
- Survey scripting and set-up;
- Data checking;
- Report writing;
- · Press release; and
- Qualitative research process and checklist.

Data tables and datafiles are checked by two people, ideally one being the person who led the design and scripting of the survey. All work conducted by the analytics team is checked by another member of that team because the complexity of their work sometimes makes it difficult for researchers to check. There are a series of data checks that will be completed:

- Completeness (e.g. sample quotas are met)
- All questions and answer options are included in outputs
- Weighting has been applied correctly
- Weighting efficiency (efficiency below an agreed target should trigger a discussion about whether fieldwork is complete or needs to be extended)
- Base sizes accurately reflect routing
- All agreed crossbreaks, downbreaks and means are included and accurately calculated
- Formatting of data outputs is clear and professional

Our Crunch data visualisation system is a linked replica of those data tables meaning that it will always be correct if the data tables are. Finally – the internal peer review of the reporting deliverables such as Word or Powerpoint slide decks. This stage checks for consistency of language, typos, jargon, labelling charts, bases, use of significance testing and others. Another method is replication, where we use other formats, such as SPSS, the data tabulations or Crunch to recreate the derived figures in the draft report. Our Crunch platform provides a key quality advantage in that we can generate charts for reporting within Crunch for the which the data will always be correct being a direct replica of the previously checked and shared data tables. Likewise, SPSS and Excel respondent level anonymised datafiles can be downloaded from Crunch so again will always match the data used for tabulations and reporting.

We believe that there are six factors integral to ensuring the quality of service delivery. These factors are built into our project management procedures:

- The arrangements made to establish a project, project aims and set up of internal administrative arrangements:
- The long-term plan for a project and the arrangements made for its control and management;
- The establishment of a project budget and all the necessary financial details and subsequent financial management responsibilities;
- The maintenance of short-term task-focused project management plans;
- The specific actions necessary to conclude a project, ensure achievement of project aims and verify customer satisfaction; and
- The internal appraisal of staff performance in delivering the components of an assignment.

Our approach to quality ensures that all projects are the responsibility of a Research Director. Supporting the Director is a Research Manager although in major assignments the Director often acts as the lead consultant. He/she also acts as the main liaison point between the client and YouGov. We take a number of steps during stages of a project to review the quality of work, some of these include:

- Allow time and opportunity for the client to review key materials such as questionnaires, topic guides, coding frames and report structures prior to work commencing;
- Internal review by specialists within YouGov such as data processing and analytical departments or



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 subcontractor 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

We would assess the subject matter of this research project as being low risk in terms of sensitivity and impact on participants. Our ethical approach covers the following five items: we ensure that participation is based on valid informed consent – specific to each project; we should always do what we can to aid participation through our systems and capabilities to service all devices and channels in an accessible way; we have a duty of care to panellists and we seek to avoid causing personal harm; we will provide during and post-survey signposting to trusted support organisations; and we will not disclose identity and personal information.

To address the ethical concern of ensuring that participants are informed about the project, purpose, client and topics, we will provide all of the necessary information and support to all respondents via an introductory page. This will be presented once all screening has been completed, and at its most basic will explain the survey's expected completion length, incentive level and focus. This will help ensure that all participants understand the nature of the interview at the outset. This will inform all respondents as to the forthcoming content and allow anyone who does not wish to continue to voluntarily exit at this point. All panellists have double opted into responding to online surveys, and voluntarily agree to complete each survey individually. We require respondents to provide consent before being allowed to answer any question. YouGov generally considers that if a panellist clicks continue following the survey introduction then this implies their consent - respondents of course have the option to simply not continue at any stage.

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.

Our global privacy culture: The global privacy and data security landscape has changed considerably in recent years, and continues to evolve. The EU's General Data Protection Regulation ("GDPR") is now the world's most comprehensive data protection regulation, the California Consumer Privacy Act ("CCPA") has reignited the discussion around privacy rights in the United States, and many other countries are creating or updating their legal frameworks to strengthen the rights that people have over their data. As a global data company and provider of research insights in more than 55 markets, we take privacy and data security very seriously, and believe that everyone's personal data should be handled responsibly regardless of where someone lives. We have therefore decided to incorporate the GDPR's principles as much as possible into our global operations, while complying with all other applicable privacy and security obligations in the markets that we operate. This approach has made it possible to create a global privacy framework that gives those who participate in our research, our clients and our colleagues as consistent experience as possible, regardless of what privacy laws exist (or don't exist) where they live.



Using data ethically: We believe that our responsibilities go beyond mere legal compliance. While we must of course look to the many laws, regulations and guidelines that apply to us, we know that using data ethically is more than a box-ticking exercise. While data privacy and data ethics are closely linked, using data ethically requires us to "do what is right" – something that is not defined in any privacy law – and because every person has their own idea of what is acceptable and what is not, "doing the right thing" can sometimes be difficult. Looking to privacy principles, such as 'fairness', 'transparency', and 'choice', is a great place to start, and beyond that we always think carefully about how those who interact with us, whether they are research participants or clients, would feel about each use of data. We see every decision we make about data use as another opportunity to create and reinforce trusted relationships with those who provide us with their personal data.

YouGov is a registered data controller with the ICO ZA09510 and holds Cyber Essentials Plus and Information Security standard: ISO / IEC 27001:2013. YouGov has a full-time, dedicated Data Protection Officer, Evan Davies.

In addition, we have:

- Group Data Governance Policy
- Data Protection Impact Assessment (DPIA) template
- EU Personal Data Breach Policy
- Guidelines on personal data breaches
- Non-EU notification requirements

Our privacy policy can be found online:

https://corporate.yougov.com/compliance/privacy-security/our-approach-to-privacy/

YouGov has a supplier assessment process in place to ensure that we are only working with suppliers (particularly those that process data on our behalf) that prove that they operate to certain levels of privacy and security. The assessment process uses an online platform (OneTrust) to assess all potential supplier approaches to privacy, security and corporate governance. Our legal team is also involved to ensure appropriate contracts are in place.

In reference to data breaches, our Group Personal Data Breach Policy addresses data breaches by addressing four key stages:

- Recognising a data breach and alerting the Breach Response Team,
- Assessing the breach,
- Notifying relevant authorities and affected individuals (if necessary), and
- Recording and addressing remedial actions

If we become aware of a breach when acting as a data processor, we inform the controller.

We have a process in place to receive and respond to rights requests from individuals within mandated timeframes, including forwarding such requests to other data controllers.

Secure File Transfer

We have a secure file sharing and transfer system FileCloud for which one or more members of your project team would set up password controlled access at the start of the work. This is a secure and useful project management method of sharing key project materials such as the questionnaire, Excel data tables, SPSS datafiles and reports.

It has features such as file locking, activity logging and smart notifications. It includes automatic anti-virus scanning of files when uploaded, full encryption of files at rest and in transit and two-factor authentication.

Certification

YouGov is ISO27001:2013 certified. Certificate Number: IS 701177. The Information Security Management System relating to all client confidential information that is processed by YouGov through the contractual provision of market research services by YouGov for the client. YouGov also holds Cyber Essentials Plus,



certificate number: 2452246718982848 and we have a full-time dedicated Group Information Security Manager

YouGov also holds Cyber Essentials Plus, certificate number: 2452246718982848 and we have a full-time dedicated Group Information Security Manager (Hussein Nasser).

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)

Our Group Environmental Policy defines our commitment to operate as an environmentally responsible business. This policy sets expectations for efficient use of resources in our offices and our Global Facilities team works with individual office managers globally to ensure that water, electricity, gas, and natural resources are used responsibly, and the production of waste is avoided where practicable.

We publicly report our Scope 1, 2 and 3 carbon emissions in our Annual Report. While we are a naturally low-impact business due to the nature of our operations, we take a proactive approach to mitigating our environmental impact. We have implemented a global business travel ban during and in between COVID-19 lockdowns. Where essential business travel is required, employees are encouraged to use public transport. Employees have been working remotely from home during and in between COVID-19 lockdowns, and when offices have been open, they have only been open for part of the week with reduced capacity. We have improved our data collection processes in order to respond to the increasing regulatory requirements around our environmental performance, and we choose renewable energy where possible – YouGov's UK headquarters in London is now powered by 100% renewable energy.

We are exploring Net Zero pledges and plan to sign on to at least one with high-quality reporting and accountability measures. In addition, we are in the process of determining our alignment to the UN Sustainable Development Goals and the results of this analysis will be published when the assessment has been concluded. A long-term climate and sustainability strategy is currently in development, which will outline short, medium-, and long-term targets to meet our overall goal.

We are in the process of achieving a SUPER single-use plastic elimination and reduction accreditation. We began this process in our London headquarters in 2021 and plan to expand to our global offices in 2022. YouGov's Supplier Approval Process includes an assessment of prospective suppliers' environmental credentials (for example, environmental management certification and/or explanation of their policy on reducing environmental impact) in alignment with our own environmental commitments.

E. DISSEMINATION AND EXPLOITATION

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

In this case we would support the publication of reports that FSA wish to put into the public domain. That might include an annual report or quarterly summaries. We can also support with the preparation of clean and accessible datafiles or data tables to be submitted.

We have experience of producing reports for publication on gov.uk meeting style guide and accessibility criteria.

Style Guide: Style guide - A to Z - Guidance - GOV.UK (www.gov.uk)

Accessibility guidance: Publishing accessible documents - GOV.UK (www.gov.uk)

There are examples of YouGov authored reports on gov.uk for Ofsted, Ofqual, BEIS and others.

Another option for dissemination is a Crunch Box. A CrunchBox allows for a specified amount of the survey data to be publicly available but also allow the public to interact with that data. As well as including a number of questionnaire variables to be viewed, the CrunchBox also allows users to analyse the data in set patterns – by choosing from a range of breaks and filters. The widget also supports viewing the selected data in various chart and graph forms as well as in tables, similar to the full Crunch tool, which will improve accessibility for wider dissemination. If you choose to make data public in this way we would work with you to define the variables, crosstabulations, and filters that should be made publicly available in the CrunchBox. An interactive website version can be accessed here, but the widget can also be embedded in other websites or articles as demonstrated here.

8. SOCIAL VALUE

Social value has a lasting impact on individuals, communities and the environment. Government has a huge opportunity and responsibility to maximise benefits effectively and comprehensively through its commercial activity. To be effective it is essential that the FSA consider social value at all stages of the procurement life cycle. In order to do this, we are applying the Government Commercial Functions social value model PPN 06/20 Procurement Policy Note - Taking account of social value in the award of government contracts. The Social Value Quick Reference Table provides a useful summary of the criteria and the reporting metrics for each of the criteria, including examples.

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

A. WELLBEING: IMPROVING HEALTH AND WELLBEING:

Using a maximum of 3000 characters describe the commitment your organisation will make to ensure that opportunities under the contract deliver the Policy Outcome and Model Award Criteria 7.1: 'Demonstrate action to support health and wellbeing, including physical and mental health, in the contract workforce'.



Please include:

- your 'Method Statement', stating how you will achieve this and how your commitment meets the Award Criteria, and
- a timed project plan and process, including how you will implement your commitment and by when. Also, how you will monitor, measure and report on your commitments/the impact of your proposals. You should include but not be limited to:
- o timed action plan
- o use of metrics
- o tools/processes used to gather data
- o reporting
- o feedback and improvement
- transparency

Our understanding of the implementation of social value requirements is a that a project with an annual contract value below £150,000 cannot expect for there to be specific social value benefits that form directly from the project. It is unrealistic for a project with this value to be able to directly drive social value benefits.

Below is a summary of our work on criteria 7.1.

We are committed to ensuring that our employees have a strong sense of support and wellbeing at work. It is our mission to achieve a workplace culture where each employee feels valued and supported and where they can fulfil and maximise their potential. YouGov takes all reasonable and practicable steps to safeguard the health, safety and welfare of its employees. We recognise our responsibility for the health and safety of those who may be affected by our activities and take care to operate in a safe and secure manner. We have an Employee Assistance Programme with Health Assured, a Wellbeing Portal, a virtual library of information and guidance, discounted gym membership and a flexible working policy. By partnering with Start Within we offer regular sessions on mental health self-care. We have live sessions including meditation, Body Weight HiiT, yoga, quizzes and roundtable discussions. A number of staff have been supported with training to be certified as Mental Health First Aiders (MHFA).

As a PLC we report on ESG activities in our annual report and on the Wellbeing intranet portal.

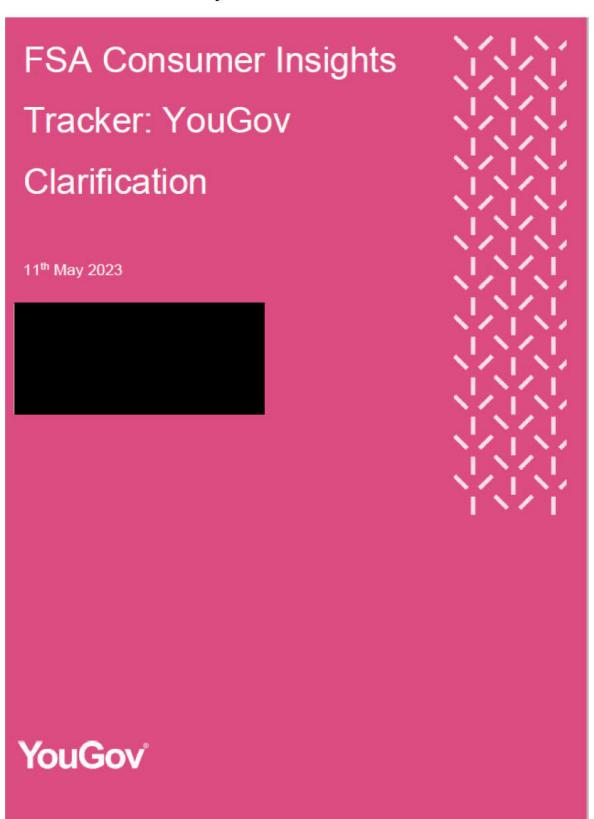
The plan for the next 12 months is:

- Investment in our Global Facilities team, including resource dedicated for our global Centers for Excellence (CENX) operations in particular.
- Improvement of the quality of health and safety guidance available to our employees on Youniverse.
- The launch of a new online desk booking system to facilitate more efficient use of our office space and to aid our test and trace capabilities in respect of COVID-19.
- To secure the renewal of Headspace for two more years. The wellbeing tool and app launched almost a year ago and has had lots of engagement and support different areas of wellbeing.
- Line Manager specific training on how they can support their direct reports' mental wellbeing using an external expert to deliver.
- To increase from 9 to 17 the number of Mental Health First Aiders across our different regions who continue to be profiled to ensure everyone knows who their front line of MH support is.
- A formal review of the employee benefits package to ensure wellbeing in adequately represented within it.

ESG progress will be reported on in the next PLC annual report in September 2023 and new employee wellbeing goals set at that stage.



Clarifications Dated 11th May







The monthly outputs

Each month, we would produce:

- Data tables with all agreed crossbreaks.
- A csv file.
- . The data in Crunch, our in-house data analysis tool.
- A visual dashboard in Crunch.
- · A summary report in PowerPoint.

Summary PowerPoint report

This would include:

- A methodology slide.
- A key findings slide tailored to KPIs and specific topics each wave.
- Automated tracking slides for key questions.
- . Topical slides based on new topical questions, or areas of focus.

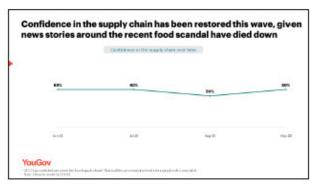
We envisage the report including c.10 slides of data in total each month, along with the method and key findings.

Slide deck examples

Examples of published slide decks are given below.

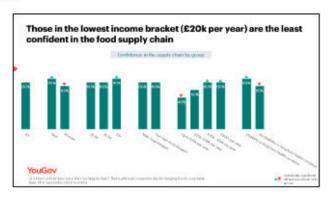
- Ofsted available <u>here</u>
- Groceries Code Adjudicator available <u>here</u>
- Kindred2 available here

A couple of example summary slides are shown below. Please note they use dummy data and mock headlines and are not representative of the data. See also the Crunch dashboard for an example.









A visual Crunch dashboard

We would also produce a dashboard in Crunch which would automatically update each month, once we have agreed the initial format.

The FSA could choose which questions to include, along with how they are presented. This could include showing the data for a few key questions over time, or selecting key statistics to have in bold

The dashboard can also be filtered to key groups, making it easy for the FSA to get a snapshot of the findings e.g. by those in low income households or older people. Anyone with access to Crunch can see the dashboard, and we can provide unlimited logins.

An example of a Crunch dashboard is shown below:



In-house deliverables and options

Taking this approach (summary slides and Crunch) means that the FSA would still produce the monthly bulletin. Alternatively, we could produce the monthly bulletin (in the same format as it is currently – or a two page summary report in Word) and Crunch could be used as an alternative to the summary slide deck that the FSA currently receives.



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YouGov

Anticipated timings following fieldwork closing:

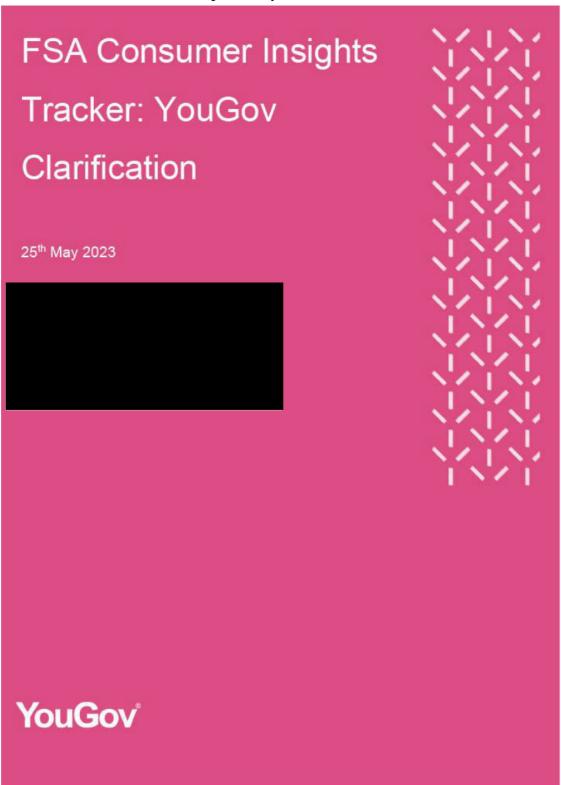
Following fieldwork closing, timings would be:

- Data tables (3 days)
- CSV file (3 days)
- The data in Crunch, our in-house data analysis tool (5 days 2 days after data tables because we prefer to have data tables signed off before uploading to Crunch)
- A visual dashboard in Crunch (5 days 2 days after data tables)
- Summary report in PowerPoint (10 days 5 days after tables)

For the first PowerPoint summary we produce, we would suggest the FSA reviews the format and content and we would make any updates within 3 working days. This could then be used as a template (recognising the need for topical data) each wave. This format could be followed each wave.



Clarifications Dated 25th May with optional extras included.







Data collection

Estimated survey length

We estimate that the survey would take respondents c.12 minutes to complete at the current length, which is equal to roughly 26 question units (where one unit is a single/multi/open question or 3 grid rows). This means within the current cost structure, the FSA would have flexibility to add new questions each month, and we would suggest a modular approach.

Cost for a longer survey

The fieldwork cost for longer survey (16-20 minutes) would be £45,900 exc. VAT. This accounts for surveying n=2,040 adults a month for 9 months.

Data quality and quality assurance

YouGov applies several checks to ensure the quality of survey data. Our respondent identity procedure starts with checks that are done at registration and through the initial welcome survey in the following ways:

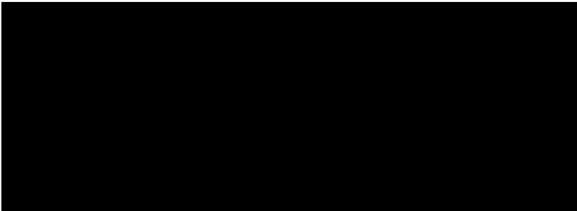
- a. IP checks, including IP blacklists
- b. Digital fingerprinting
- c. Double keying on panel registration and login
- d. Email address verification, and testing for uniqueness
- e. Contact detail de-duplication
- f. Country validation
- g. Location verification (e.g. zip code/DMA)
- h. Machine Learning based cookie checks, and checks against Cookie blacklists
- i. Email confirmation and activation code

Only once these checks have been passed can a new member take our welcome survey, which not only serves as an engaging and positive first experience, but also provides us with data and includes fraud detection measures. This includes Automated Bot detection with open-end analysis and Re-Captcha, and de-duping of expected unique responses beyond statistical probability. A new member cannot take a full survey until verification has been completed. Any fraudulent suspects are sent through YouGov's sophisticated, machine-learning based, probabilistic Fraud Detection Survey. This is constantly being adapted and improved, learning from suspicious behaviour.



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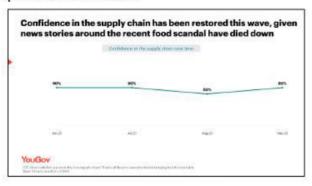




This would include:

- A methodology slide.
- A context slide.
- A key findings slide tailored to KPIs and specific topics each wave.
- · Automated tracking slides for key questions.
- Topical slides based on new topical questions, or areas of focus.

An example tracking slide is shown below. Please note this uses dummy data and a mock headline and is not representative of the data.



Additional context slide

This could be accounted for in the longer slide deck costed for above.





Timetable

Updated timetable

An updated timetable has been given below. This accounts for a summary slide deck of 10 slides each month.

DELIVERABLE NUMBER OR MILESTONE IN ORDER OF EXPECTED ACHIEVEMENT	TARGET DATE	TITLE OF DELIVERABLEOR MILESTONE
1	08.06.2023	Project inception meeting - gives the opportunity to confirm objectives.
3i	13.06.2023	Questionnaire design workshop – objective 1.
2iii	16.06.2023	Sign off final sample frame – objective 3.
3iv	13.06.2023 - 22.06.2023	Review and refine draft questions
3iv	23.06.2023	Sign off final questionnaire
4i	30.06.2023	Survey setup (completed)
4ii	01.07.2023	Pilot to n=100 respondents
4iii	03.07.2023	Review pilot and share any changes
4iv	03.07.2023	Sign off any final changes
4v	03.07.2023	Full launch survey
4vi	03.07.2023 - 30.07.2023	Monitor fieldwork
5i	26.07.2023	Agree required crossbreaks
4vii	31.07.2023	Close fieldwork
5ii	01.08.2023 - 07.08.2023	Process data tables
7i	04.08.2023	Agree variables for dashboard
5iv	08.08.2023	Share data tables and csv – objectives 1 and 3.
6i	09.08.2023	Upload the data into Crunch
7ii	11.08.2023	Share Crunch and dashboard – objectives 1 and 2.
6iii	11.06.2023	Host an introductory Crunch session
8i	15.08.2023	Share summary PowerPoint report - objective 1 and 3.
8ii	29.01.2024	Report design workshop for annual report
8iv	02.02.2024	Sign off report template (annual report)
8v	26.02.2024	Share draft report, including key findings and recommendations (annual report) – objectives 1, 2 and 3.
8vi	04.03.2024	Share technical report
8vii	25.03.2024	Sign off annual and technical report

Updated cost template

Once the FSA has confirmed the cost options for the deliverables above, we will share an updated cost template.