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IFF Research
[redacted]

Attn: [redacted]
By email to: [redacted]

Date: 08/07/2022
Our ref: FS430896

Dear [redacted]

Supply of Survey of health and social care setting food business operators on implementation of the FSA's guidance 'Reducing the Risk of Vulnerable Groups Contracting Listeriosis' (2016)

Following your tender/ proposal for the supply of Survey of health and social care setting food business operators on implementation of the FSA's guidance 'Reducing the Risk of Vulnerable Groups Contracting Listeriosis' (2016) to Food Standards Agency, we are pleased confirm our intention to award this contract to you.

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

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

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

Yours faithfully,

[redacted]

Commercial Category Manager

Order Form

1. Contract Reference	**FS430896**	
2. Date	13/07/2022	
3. Buyer	**Food Standards Agency** **Clive House** **70 Petty France** **London** **SW1H 9EX**	
4. Supplier	IFF Research St Magnus House, 3 Lower Thames Street London EC3R 6HD	
5. The Contract	The Supplier shall supply the deliverables described below on the terms set out in this Order Form and the attached contract conditions ("**Conditions**") and any ***Annexes***. Unless the context otherwise requires, capitalised expressions used in this Order Form have the same meanings as in Conditions. In the event of any conflict between this Order Form and the Conditions, this Order Form shall prevail. Please do not attach any Supplier terms and conditions to this Order Form as they will not be accepted by the Buyer and may delay conclusion of the Contract.	
6. Deliverables	**Goods**	None

	Services	To be performed at **Supplier premises.** **See Annex 3 – Technical Proposal**
7. Specification	The specification of the Deliverables is as set out in Annex 2.	
8. Term	The Term shall commence on **11th July 2022** and the Expiry Date shall be **30th September 2022** unless it is otherwise extended or terminated in accordance with the terms and conditions of the Contract. The Buyer may extend the Contract for a period of up to 3 months by giving not less than 10 Working Days' notice in writing to the Supplier prior to the Expiry Date. The terms and conditions of the Contract shall apply throughout any such extended period.	
9. Charges	The Charges for the Deliverables shall be as set out in Annex 4 – Charges.	
10. Payment	All invoices must be sent, quoting a valid purchase order number (PO Number), to: [redacted] Within [**10**] Working Days of receipt of your countersigned copy of this letter, we will send you a unique PO Number. You must be in receipt of a valid PO Number before submitting an invoice. To avoid delay in payment it is important that the invoice is compliant and that it includes a valid PO Number, PO Number item number (if applicable) and the details (name and telephone number) of your Buyer contact (i.e. Contract Manager). Non-compliant invoices will be sent back to you, which may lead to a delay in payment.	

11. Buyer Authorised Representative(s)	For general liaison your contact will continue to be [redacted]
12. Address for notices	**Buyer:** Food Standards Agency FSA Commercial Foss House Peasholme Green York YO1 7PR **Supplier:** IFF Research [redacted]
13. Key Personnel	[redacted]
14. Procedures and Policies	The Buyer may require the Supplier to ensure that any person employed in the delivery of the Deliverables has undertaken a Disclosure and Barring Service check. The Supplier shall ensure that no person who discloses that he/she has a conviction that is relevant to the nature of the Contract, relevant to the work of the Buyer, or is of a type otherwise advised by the Buyer (each such conviction a "**Relevant Conviction**"), or is found by the Supplier to have a Relevant Conviction (whether as a result of a police check, a Disclosure and Barring Service check or otherwise) is employed or engaged in the provision of any part of the Deliverables.

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Annex 1 – Authorised Processing Template

Contract:	**FS430896**
Date:	
Description Of Authorised Processing	**Details**
Subject matter of the processing	*Research in the public interest to help ensure the protection of vulnerable consumers from listeriosis.*
Duration of the processing	*July 2022 – September 2023. We will keep data for 12 months beyond the end of the contract in case of queries.*
Nature and purposes of the processing	*Personal data required to recruit individuals to the research.* *This will be securely transferred to us from sample providers / gathered by us from publicly available data and stored securely on our encrypted servers with access restricted to the project team.* *We do not require any personal data to be passed to us in conjunction with the survey answers from NHS Trusts which we will be analysing and synthesizing into the final report.* *Data destruction will take place 12 months after survey end unless a different timeframe is agreed with you.*
Type of Personal Data	*Name, telephone number, email address where available (from sample providers)* *Also job title, organisation name and region (not generally considered 'personal data')*
Categories of Data Subject	*Food safety managers*

Annex 2 - Specification

. THE SPECIFICATION

Background

The main purpose of this work is to help ensure the protection of vulnerable consumers from listeriosis. Vulnerable consumers are those whose immune system is weakened in some way. This includes but is not limited to: cancer patients, patients undergoing immunosuppressive or cytotoxic treatment, unborn and newly delivered infants, pregnant women, people with diabetes, alcoholics (including those with alcoholic liver disease) and a variety of other conditions. Immune system capacity decreases progressively in the elderly, so elderly individuals are also included in this group. Listeriosis is a disease caused by the bacterium Listeria monocytogenes.

Although relatively rare, listeriosis can be very serious for vulnerable groups and has a high hospitalisation and fatality rate compared to infections with other bacterial pathogens.

In 2019, 7 patients died in an outbreak of listeriosis after eating hospital sandwiches contaminated with *Listeria monocytogenes*. Public Health England published their outbreak report in October 2020. The Secretary of State for Health and Social Care set up a 'root and branch' review of Hospital Food and the report of the independent Review Panel was also published in October 2020. Following the outbreak, we committed to assess our guidance for Health and Social Care organisations 'Reducing the risk of vulnerable groups contracting listeriosis' (2016). Based on our expert reviewers' responses, we believe it remains relevant. We are now inviting tenders to carry out a survey as part of the second stage of our guidance review. This work is part of our commitment to exploring whether/how we can identify and overcome barriers to the effective implementation of FSA guidance in NHS and private health and social care settings.

The guidance is for all types of healthcare and social care organisations that provide food for vulnerable groups (see section 1.3) by any system of catering.

For example:

- NHS Trusts / NHS hospitals
- Assisted living developments for the elderly
- Private hospitals
- Nursing homes
- Day centres for the elderly
- Residential care homes
- Day procedure units

- Hospices
- Antenatal clinics and centres
- Community meal provision.

This list is intended as a guide and is not exhaustive.

The guidance is specific to *L. monocytogenes* control and is designed to determine what steps can be put in place to reduce the risk *of L. monocytogenes* in ready-to-eat (RTE) foodstuffs.

The key areas covered by the guidance include:

- Foods of particular risk to vulnerable groups
- Food pathways
- Control of contamination
- Control of growth of L. monocytogenes
- Management controls
- Legislation

The Specification

Tenders are invited for a two-part commission comprising:

- (Part 1) a survey of health and social care (HSC) settings (excluding NHS hospital trusts) in England, Wales, and Northern Ireland with analysis and report (to be integrated with the report in Part 2)
- (Part 2) an analysis and report on the findings from a previously completed survey of NHS hospital trusts (to be integrated with the report of Part 1 to create one report).

The survey's goal is to gather evidence about how well the FSA guidance 'Reducing the risk of vulnerable groups contracting listeriosis' (2016) is implemented and what barriers HSC food businesses perceive to effective implementation. (N.B. HSC settings which provide food are food businesses, including hospitals).

The survey will be part of a wider evidence gathering exercise to inform our review of the guidance. Local authorities and NHS hospital trusts in England, Wales, and Northern Ireland were surveyed in the final quarter of 2021.

The survey's research objectives are:

- To measure awareness of the FSA guidance on listeriosis in HSC settings
- To find out how well the FSA guidance on listeriosis is implemented in HSC settings
- To understand barriers to implementing the guidance in full in HSC settings
- To understand best practice in implementing the guidance in HSC settings
- To understand HSC stakeholders' perceptions of the effectiveness and suitability of the guidance

Specifically, the survey should address the following areas:

- The core sections of the FSA guidance focusing on control of the risk of listeriosis, i.e.
    - Control of contamination (Section 2 of the guidance)
        - Personal hygiene
        - Cleaning and disinfection
        - Cross-contamination
    - Control of growth (Section 3 of the guidance)
        - Shelf-life
        - Cold chain / temperature controls (including monitoring and record-keeping)
    - Management controls (Section 4 of the guidance)
        - Food safety management systems, including Hazard Analysis Critical Control Points (HACCP) for *Listeria monocytogenes*
        - Procurement/purchase

- Training of food handlers (including HSC staff and volunteers who handle food)
- Management of on-site retailers and caterers
- Food brought in by patients/visitors
- Microbiological testing

- Controls on *Listeria monocytogenes* throughout the food chain - from delivery through storage and preparation to service on wards / in rooms
- Controls on *Listeria monocytogenes* for high risk and/or ready-to-eat (RTE) foods, including sandwiches
- Registration as food businesses operators (FBO) with local authorities

The budget for this work is £50-60k.

Part 1

In Part 1 a representative sample (e.g. 10% or to produce equivalent quality data) of non-NHS-hospital HSC settings in England, Wales and Northern Ireland, should be surveyed. For establishments in Wales the survey should be bilingual, in English and Welsh. Analysis of results should be presented in a report with an executive summary. Anonymised raw data and data tables in a Microsoft Excel spreadsheet should also be supplied. (The report and executive summary will be added to during Stage 2 below).

- The main types of HSC setting to be surveyed include:
  - Assisted living development for the elderly
  - Private hospital
  - Nursing home
  - Day centre for the elderly/vulnerable
  - Residential care home
  - Day procedure unit
  - Hospice
  - Antenatal clinic and/or centre
  - Community meal provision (e.g. ‘meals on wheels’)
  - Commercial meal provider to HSC settings
- N.B. NHS Hospital Trusts will not be surveyed.
- A manager with responsibility for food safety across the site should complete the survey for each HSC setting or a nominee with sufficient appropriate knowledge of the establishment’s food safety policies and their implementation
- The questions in the non-NHS survey should be similar to the questions in the previous FSA run survey of NHS Hospital Trusts to allow for comparisons to be made across the sector. The previous survey will be supplied. (See Part 2 below).

- The survey design and delivery is open, but must provide high quality evidence about the implementation of all the important areas of the guidance, and be agreed by the FSA, to ensure that key points are addressed. We welcome ideas to enhance value for money
- A contingency plan for the risk of delay due to COVID-19 and/or other pressures on HSC settings should be included in the tender, such as online fieldwork
- Success would be to meet the target response rate, completing fieldwork by end of August 2022, reporting by end of September 2022

Part 2

Part 2 is to analyse results supplied by the FSA from an FSA survey of NHS hospitals in England, Wales, and Northern Ireland about the same guidance and to write a report on the findings. There are 55 responses to a 22 question survey, with four open text questions, to be analysed.

Work on Part 2 may start prior to the completion of Stage 1.

The report on the NHS hospital survey should be integrated with the report for Part 1 (above), so that there is one report with one executive summary on the survey findings from NHS hospitals and other health and social care settings in England, Wales, and Northern Ireland.

The final report should be completed by the end of September 2022.

The Part 1 survey, including research design, field work, and the report, must meet social research industry standards to satisfy review by the FSA Social Science and Policy staff. The Part 2 analysis and reporting must also meet these standards.

The report must provide useful evidence to allow FSA policy staff to assess policy options regarding implementation of the guidance.

Progress will be measured against project milestones and weekly updates provided via meetings and email with the FSA Policy project lead.

The specification must:

Innovation

Innovative approaches to the survey are welcome as long as they improve or maintain quality and provide value for money without incurring undue delays.

Risk

Tenderers should identify any risks in delivering this project on time and to budget, briefly outlining what steps will be taken to minimise these risks and how they will be managed by the project team.

Ethics

Tenderers should identify any ethical issues relevant to this project and give details of how any specific risks will be addressed. Tenders should refer to the five principles outlined in the GSR Professional Guidance – Ethical Assurance:

A. Sound application and conduct of social research methods and interpretation of the findings
B. Participation based on informed consent
C. Enabling participation
D. Avoidance of personal and social harm
E. Non-disclosure of identify

Data protection

Please outline in your tender how you will comply with the GDPR, recognising the commissioning authority's role as the 'data controller' and the contractors 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.

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:

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

Accessibility

The survey and report and other outputs must meet FSA accessibility standards. See Annex 1 for details.

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 the project, taking into account economic, environmental and social aspects.

Quality – See below for areas that you may wish to consider

All reporting must be of a publishable standard.

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

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 producing quality graphs and tables, and on data visualisation. These should be utilised as a guide to best practice.

Annex 3 – Technical Proposal

LEAD APPLICANT'S DETAILS							
[redacted]							
[redacted]							
[redacted]							
[redacted]							
[redacted]							
[redacted]							

TENDER SUMMARY			
TENDER TITLE			
Survey of health and social care setting food business operators on implementation of the FSA's guidance 'Reducing the Risk of Vulnerable Groups Contracting Listeriosis' (2016)			
TENDER REFERENCE	**FS430896**		
PROPOSED START DATE	08/07/2022	**PROPOSED END DATE**	30/09/2022

1: TENDER SUMMARY AND OBJECTIVES

A. TENDER SUMMARY

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

Element	Detail
Aims	1. To measure awareness of the FSA guidance on listeriosis in HSC settings 2. To find out how well the FSA guidance on listeriosis is implemented in HSC settings 3. To understand barriers to implementing the guidance in full in HSC settings 4. To understand best practice in implementing the guidance in HSC settings 5. To understand HSC stakeholders' perceptions of the effectiveness and suitability of the guidance
Approach	The methodology consists of two parts **Part 1:** CATI survey of **445 non-NHS-hospital HSC settings in England, Wales and Northern Ireland**. We will use the existing survey as a basis for questionnaire design, and adapt through conversations with the FSA to ensure relevance with this audience. We will soft launch in fieldwork to check the survey works as anticipated, before rolling out more fully. We will use a range of tactics to maximise response rates including utilising interviewers with familiarity with FSA research, multi-lingual interviewers, geo-dialling, flexible calling hours and online survey completion options (if welcomed by FSA). **Part 2:** Analysis of data taken from the results of an FSA survey of NHS hospitals in England, Wales, and Northern Ireland about the same guidance. This analysis will be conducted alongside analysis of the Part 1 survey
Outputs	The key output for this project are a report that combines analysis of Part 1 and Part 2 data, accompanied by an executive summary. On top of this we propose an optional free-of-charge

	presentation that we can deliver to your stakeholders. We will also share data tables with the FSA.
Team	We have assigned a large and senior team including two Directors, meaning we can progress the design and development stage of the project swiftly, and also ensures appropriate resource for a tight reporting timetable. The core delivery team consists of Jane Thompson, Director, Andrew Skone James, Director, and Aminul Hassan, Senior Research Manager, who will be familiar to FSA having recently delivered the FSA FBO Tracker and FHRS Audit and Survey research project.
Flexibility	Our highly adaptive and agile team, supported by rigorous project management systems, offers flexibility with timings and approach to design and data collection. Our large homeworker panel have been and continue to be unaffected by Covid-19 restrictions and enables us to scale resource up or down as necessitated by the project. We have both the capacity and flexibility to respond to need.
Added value	Our total fee for this project is **£59,039.77 + VAT**. We consider this good value for money because it includes: • experienced senior research team with extensive experience of research on this subject with this audience • option of additional online complete option and stakeholder presentation at no additional cost. • a team with a proven track record in delivering robust research for FSA.

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

OBJECTIVES

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

OBJECTIVE NUMBER	OBJECTIVE DESCRIPTION
01	**TO MEASURE AWARENESS OF THE FSA GUIDANCE ON LISTERIOSIS IN HSC SETTINGS** For this objective and those following, a survey of [redacted] interviews with managers responsible for food safety at HSC settings will measure this. We will also incorporate the analysis of the previously completed survey of NHS hospital trusts into the reporting. For the new survey, we suggest adding granularity to the question used for the NHS Trusts survey to give a greater depth of insight.
02	**TO FIND OUT HOW WELL THE FSA GUIDANCE ON LISTERIOSIS IS IMPLEMENTED IN HSC SETTINGS** We will ask about a number of specific measures around control of contamination, control of growth and management controls, in a way which will retain comparability with the NHS Trusts questionnaire.
03	**TO UNDERSTAND BARRIERS TO IMPLEMENTING THE GUIDANCE IN FULL IN HSC SETTINGS** Our suggested questionnaire design incorporates intelligent prompting to ensure we capture barriers which relate to particular aspects of the guidance. We have also considered the order of the questions to best encourage respondents to share challenges with us.
04	**TO UNDERSTAND BEST PRACTICE IN IMPLEMENTING THE GUIDANCE IN HSC SETTINGS** We would like to discuss with you further what you are hoping to achieve under this objective. We will certainly be able to capture in which areas Trusts feel they are delivering / closer to best

	practice. However, specific examples which others could learn from would perhaps be more suited to a qualitative case-study approach.
05	**TO UNDERSTAND HSC STAKEHOLDERS' PERCEPTIONS OF THE EFFECTIVENESS AND SUITABILITY OF THE GUIDANCE** We will ask for both current perceptions and how the guidance can be improved. We will not assume prior knowledge of the guidance.

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..

Research context and objectives

Protecting the health and wellbeing of those in their care is a key focus of all health and social care organisations, with food safety a crucial part of this. Incidents such as the 2019 listeriosis outbreak in which 7 patients died from prepacked sandwiches underline the serious consequences which a breach in standards can have.

Vulnerable consumers, whose immune system is weakened in some way, are particularly vulnerable to listeriosis, which can result in conditions such as bacteraemia, septicaemia, meningitis and, in pregnant women, miscarriage and stillbirth.

From a regulatory control perspective, L. monocytogenes (the bacterium which causes listeriosis) is particularly concerning as it has the potential to grow at low temperatures and can survive freezing. The guidance on 'Reducing the risk of vulnerable groups contracting listeriosis' concentrates on preventing the spread of listeriosis through the consumption of chilled ready-to-eat food.

The review set up following the 2019 listeriosis outbreak - the Independent Review of NHS Hospital Food – contained recommendations on food safety comprising:

a. There must be open and speedy communication channels for food safety concerns between auditors, local authorities, PHE, FSA, suppliers and trusts, with appropriate governance structures to ensure concerns are acted upon swiftly.

b. Every trust must have a nominated food safety specialist and a named board member responsible for the food service.

c. A mandated reporting procedure for food safety concerns for trusts and suppliers must be established, with penalties for not reporting issues.

d. Raise standards of food safety audits for high-risk food manufacturers, so that they give confidence that the legal and contractual requirements are being met.

e. Trusts must recognise their legal obligations as food business operators and ensure effective compliance with robust food safety procedures

While the review focussed on NHS settings in particular, it can be assumed that many of the same risks exist in non-NHS settings.

The Food Standards Agency, named in the first recommendation above, committed to assess its own guidance in response to the 2019 outbreak. To feed into this, research is needed to:

- Measure **awareness** of the FSA guidance on listeriosis in health and social care (HSC) settings
- Find out how well the FSA guidance on listeriosis is **implemented** in health and social care (HSC) settings
- Understand **barriers** to implementing the guidance in full
- Understand **best practice** in implementing the guidance
- Understand HSC stakeholders' perceptions of the effectiveness and suitability of the guidance

An online survey has already been undertaken among NHS Trusts to meet these research objectives. You now require a supplier to conduct a survey among HSC settings, excluding NHS Trusts, and to analyse and synthesise the findings from both surveys into a report. This report will feed into decisions as to whether the guidance needs revisiting, how it might be improved and how the implementation of the guidance could best be supported.

Overall approach

We recommend surveying [redacted] HSC organisations, primarily by telephone. This is so that we can ensure the correct person is responding as well as ensuring respondent engagement, which is important for high quality data. However, we will also offer an online option for those who would prefer to take part in this way, in order to maximise the response rate.

A sample of [redacted] will enable a good spread of organisation types to be included and will produce robust findings with a maximum overall standard error of +/- 4.7% (in the worst case scenario from a statistical reliability point of view of an overall result of 50%). This sample size means across the Part 1 and Part 2 surveys, the total achieved sample size for the study will be [redacted] It also reflects what is achievable within budget – our experience of interviewing these types of organisations for the General Medical Council and for the FSA (for example, on the provision of allergens research) means that we have a good knowledge of the amount of time and therefore budget required to identify, reach and engage this audience.

Sampling

To our knowledge, there is no one single comprehensive sample source for health and social care settings which sit outside NHS Trusts. We will therefore use a number of sample sources to recruit as follows:

Category	Grouping	Sample source
Nursing home	Social care	Market Location
Day centre for the elderly/vulnerable		
Residential care home		
Community meal provision (e.g. 'meals on wheels')		
Assisted living development for the elderly		
Hospice	Health care	Mixture of regulator data (CQC in England, HIW in Wales and RQIA in Northern Ireland) and Wilmington healthcare sample
Private hospital		
Day procedure unit		
Antenatal clinic and/or centre		
Commercial meal provider to HSC settings	Caterers	Snowballing

Recruiting Social care organisations

We recommend an established business database - Market Location - as the sample provider for social care organisations. Over the past five years, for site-based employer studies, we have used Market Location as the most comprehensive (we have run analysis for different sample providers on their sector and size coverage in preparation for two flagship employer studies for the Department for Education, the UK Employer Skills Survey and the Employer Perspectives Study). While the regulators also hold comprehensive information on social care settings, it is not always in a format which is easy to download and use. The Market Location sample is likely to be more up-to-date meaning less screening of businesses over the telephone, which can be costly.

Recruiting Health care organisations

For the healthcare organisations, we will use a mix of regulator-held data and sample purchased from Wilmington healthcare who we have worked with on multiple studies for DHSC, GMC and others. Similarly to the Market Location sample, the Wilmington database offers GDPR-compliant sample which is regularly reverified (at least annually) and includes names and phone numbers. Wilmington also holds a number of contacts which they know work in catering, estates management or facilities management (as well as managers), which gives us a better 'way in' to identifying the relevant individual than going through switchboards. However, it may make sense to supplement this with regulator data where this is also easy-to-use and comprehensive (e.g. for Northern Ireland, the RQIA data contains names and telephone numbers in a downloadable sheet) or where we are filling gaps in the commercially available data e.g. if we needed to supplement the number of records available for e.g. antenatal clinics.

Recruiting Commercial meal providers to HSC settings

Finally, we recommend snowballing to find commercial meal providers to HSC settings. This would take the form of us building our own sample through asking HSCs we have interviewed to provide us with contact details of their suppliers. This will ensure that those we are contact are relevant and avoid a potentially expensive screening exercise (the alternative - purchasing sample by SIC code 56.29 'Other food service activities' - would give us some caterers for hospitals but we would have to find these among caterers for schools, prisons, factories, offices and even concessions at sports facilities).

Where Market Location or Wilmington hold the contact details of multiple individuals at one site, we will select one contact per site only.

Drawing sample

We will draw sample and set quotas in line with the proportions available to ensure a sample with a broad mix by organisation type. However, we may want to adjust quotas slightly during fieldwork if we find that a large proportion of a particular organisation type are screening out – for example, some private clinics such as tattoo removal may not provide food at all and therefore would not be in scope of the survey.

Letting country fall out naturally would mean relatively small overall samples in Wales (c.20 organisations) and Northern Ireland (c.10). We are happy to discuss slightly oversampling these devolved nations to ensure a mix of organisation types within each country. However, boosting them to a level where we could analyse by country separately (typically, we would recommend a base size of 100 each for this) feels excessive relative to the proportion of the population they represent.

We will draw sample at site level as specified in the ITT. Some private clinics will belong to major chains e.g. SpaMedica, Optimax Laser Eye Clinics – as will some care homes. Where we can easily identify chains (by name) we recommend setting limits on the numbers of each chain that we interview (up to five branches of each) in order to represent the diversity of all relevant organisations. This approach recognises that not all branches of a chain will necessarily handle food safety consistently, whilst at the same time not allowing chains to dominate the sample of interviews achieved.

Identifying who to speak to

While the FSA guidance is clear that L. monocytogenes control may include personnel from several departments for example caterers, ward managers, nurses, porters and risk managers, we will look to talk to the person with overall responsibility for food safety at the site (no matter their job title) - this is likely to be the general manager for many HSC settings. These individuals should have an overview of the multiple pathways through which food can be consumed on-site including through the management of contract caterers, on-site retailers, vending machines and food brought in by friends and family.

Questionnaire development

> It is really important that we get the design of the questionnaire right as this will set us on the right path for fully meeting the objectives of the study. While retaining comparability with the NHS Trusts survey on key measures, we can offer questionnaire design suggestions which will improve the accuracy and usefulness of the data collected.

The current questionnaire assumes a high level of engagement with the guidance, requiring respondents to have a very good knowledge of the guidance and/or to refer to it while they are completing the questionnaire. This is a not inconsiderable 'ask' of respondents given the length and level of detail included in the document. It runs the risk of people giving a 'best guess' answer, which is more likely to suffer from social desirability bias i.e. it's much easier to answer that they have fully implemented the best practice outlined in the guidance than to read 20 pages of guidance to double-check.

As the key aim of the survey is to identify barriers to implementing the guidance and how these can be overcome, ordering and phrasing questions in a way which uncovers the barriers to particular areas of the guidance feels key. However, a desire for greater detail in terms of the barriers faced has to be balanced against what it is realistic to capture in a quantitative interview. We will work with you closely to understand what you already know about the barriers faced (aided by the results of the NHS Trusts survey) to agree the areas of particular focus for the survey and the wording of the prompts used in research materials.

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After a detailed briefing from you at project inception, we will hold an internal design workshop involving two IFF Directors to discuss the design further, before developing a draft questionnaire. An IFF Director will sign off the draft before it is sent to you for review. You will have plenty of opportunity to comment on the draft and any revisions to it before it is finalised for use.

Our initial suggestions for the questionnaire are as follows, but they remain a starting-point for further refinement after discussion with you:

	Question area	Rationale / comments
Screening questions	• Check that they provide chilled ready-to-eat food (give examples) and are in the independent sector	• Ok to exclude those where food is not provided by setting but patients / customers may sometimes bring food with them? While these settings may technically be in scope, it might be hard to engage any such organisations.
Awareness and usage of guidance	• 1-2 questions on a more granular scale than y/n/dk • Training (current Q13)	• A lack of awareness is important to capture as it can be a key barrier.
Barriers	• How easy or difficult has it been, or would it be, to implement best practice in the following 'Control of Contamination' areas? Ask for each of the 4 'good practice' areas outlined in the guidance • How easy or difficult has it been, or would it be, to implement best practice in the following 'Control of Growth' areas? Ask for each of the 8 'good practice' areas outlined in the guidance • How easy or difficult has it been, or would it be, to implement best practice in the following 'Management Controls' areas? Ask for the 11 'good practice' areas outlined in the guidance • You said there are difficulties in implementing [PROMPT WITH ANY RATED AS DIFFICULT FOR CONTROL OF CONTAMINATION]. What are these difficulties? Open but use Q17 to develop codeframe. Repeat for other two areas. • Any other barriers? To ensure we pick up higher level concerns	• Starting with asking how easy or difficult they find it is a 'softer' way in than asking about compliance straight away. This is more likely to encourage people to reveal areas they find challenging. • Likewise, we recommend asking about best practice rather than compliance with the law as respondents are more likely to reveal challenges when framed like this. Information required on compliance with the law could be covered in the next section. • While asking how barriers can be overcome is also possible, these often just reflect the difficulties cited in a quantitative questionnaire so our initial recommendation would be to leave out in the interests of space / time. • Some of the 'good practice' areas will be reasonably self-explanatory just using the heading (e.g. 'cold chain') while others (e.g. 'agreements') will need an example given of no more than 1-2 sentences long. It may be possible to group some of the options together.
Implementation	• Current implementation levels – Q3, 5-12, 14. Separated into 3 sections in line with the guidance.	• While we could potentially follow up with Q16 about fully/partly/not at all implemented for each of the three broad sections, there is so much in the good practice guidance for each, it feels very likely that most organisations would fall into 'some extent'. Therefore it might be more worthwhile focussing instead on a limited number of specific areas where implementation is key.

Best practice	• Areas which the HSC setting believes it is operating at a 'best practice' level	• This could be incorporated into the above as part of a scale – Best practice level / All legislative requirements and some best practice / Working towards both legislative requirements and best practice • We could potentially ask for an example of best practice that would be of use to other HSC settings, although this is arguably more suited to a qualitative approach
Perceptions of the guidance	• Perceived effectiveness of the guidance • Suggested improvements to the guidance	• If space permits, we could potentially explore positive and negative or unintended impacts of the guidance. For example, it is intended that the guidance is implemented without restricting the menu choice for vulnerable individuals – how often is this the case?
Classification questions	Q1, 2 on role and relationship with LA/PA	
Thank and close	Re-contact question, Reassurances given	• We would recommend asking for permission to re-contact in case any qualitative work is undertaken at a later date

We will provide a document showing how the updated questionnaire tracks against the NHS Trusts version to guide us in analysis and reporting.

We have assumed a questionnaire of up to 15 minutes in length, with up to four open-ended questions. This is longer than the NHS Trusts version to encompass some more detailed questions that we think will be invaluable in terms of identifying specific barriers faced in implementing the guidance.

Programming and testing

Once you are happy with the questionnaire, we send it to our in-house data services team for programming. We use IBM-SPSS Dimensions software.

Our research team thoroughly test the programmed questionnaire before it is used in a live interview. This is a critical stage as programming errors can have a significant negative impact on the project timetable. We always follow these steps to make sure the programmed questionnaire is accurate:

- Programming only begins once the questionnaire has been signed off in writing by you.
- All questionnaires are programmed by our in-house Data Services team, we do not outsource this vital stage of the research.
- The set-up is checked by a member of the Data Services team as a first layer. Then by at least two members of the research team. Revisions are made as needed.
- Test data is run through the set-up and test outputs are checked by a member of the research team.
- The Project Manager signs off the final set-up before it is launched.

Fieldwork

Briefing

An important part of the process is the initial briefing of the CATI fieldwork team. These briefings will be conducted by the research team and written notes will accompany the verbal briefing. Following their briefing, interviewers practise on the CATI script to become familiar with the questions and the layout on screen before starting interviewing. We also provide feedback sessions whereby the most experienced interviews give tips and impart their expertise to others, in particular in relation to working through the screener and getting past (sometimes obstructive) gatekeepers.

Soft launch

While the timetable does not allow for a formal pilot exercise, we will monitor fieldwork particularly closely over the first 3-4 days. This will involve:

- listening in to interviews to check for respondent comprehension;
- monitoring the quality of open-ended responses collected and levels of don't knows
- debriefing interviewers to identify any challenges and share best practice.

If there are any recommended changes to the questionnaire or approach we identify as part of these processes, we will communicate them to you immediately so that a timely decision can be taken on how to proceed.

Conducting fieldwork

All interviewing will be undertaken by our in-house interviewing panel at IFF Research. With well over 1,000 on our interviewing panel, we have no qualms about undertaking the number of interviews required for this contract.

While our CATI centre is based in our London offices we have operated a homeworker interviewing network for a number of years now: interviewers have access to the necessary systems from the comfort of their own home. This provision not only ensures our interviewing team have been and continue to be unaffected by Covid-19 restrictions, it also enables us to scale resource up or down as necessitated by the project. We are not limited by the physical restrictions of an office.

A number of our interviewers also bring very recent experience of conducting research for the FSA, following our work on the FSA FBO Tracker and the FHRS survey, so they are familiar with the techniques they need to identify and engage food safety managers.

Identifying the correct respondent

Our interviewers will need to identify the most appropriate individual to respond to the call using wording which we will agree with you. Respondents will need to have sufficient knowledge in order to be able to answer the questions, and to be of sufficient seniority so as to be able to answer 'on behalf of' the setting. For many HSCs, this is likely to be the general manager but larger organisations may have someone dedicated to food safety at site level.

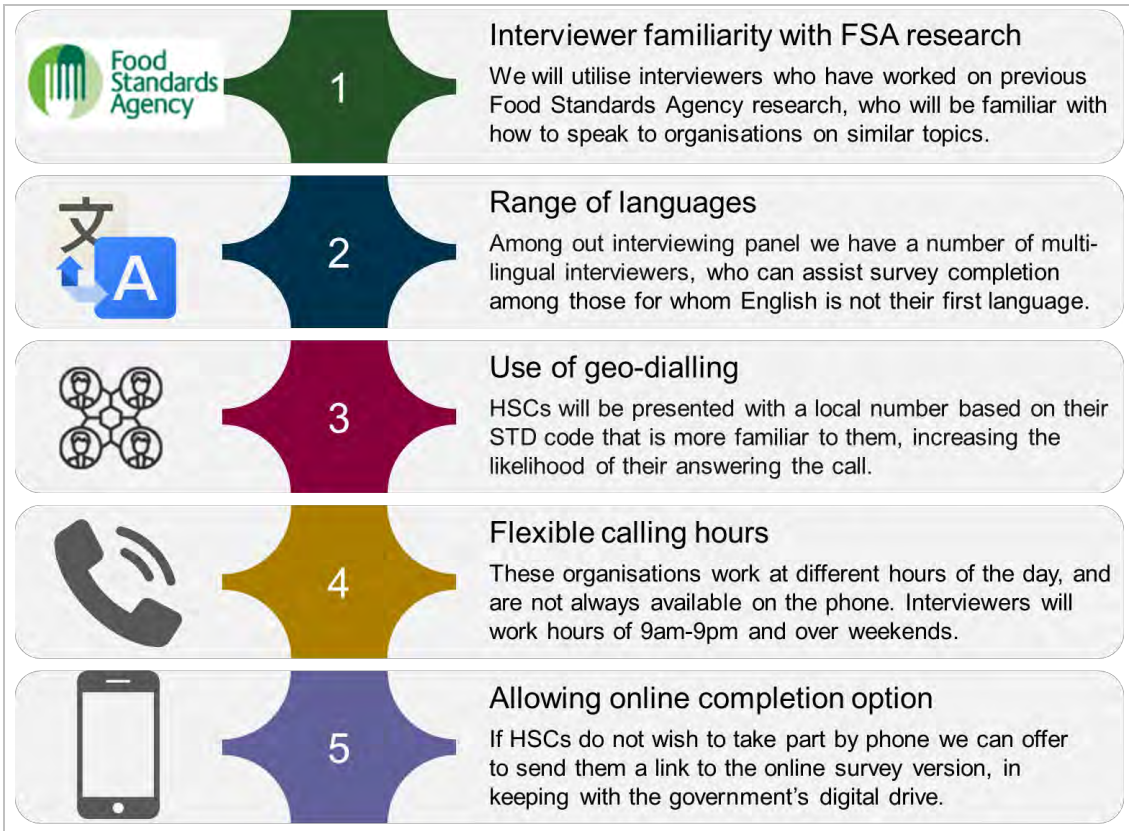
Maximising response

Ensuring that a high response rate is achieved will be critical to the robustness of the study. At IFF we pride ourselves on our ability to achieve response rates to the highest industry standards and levels, and this was reflected recently in our team winning the prestigious Market Research Society's Best Operational Excellence award.

We achieve this through a range of activities across both the executive research team, and the wider data collection team. Key factors that will impact on the levels of response to the survey will include:

- A sufficient length of fieldwork, to give us enough time to find the right respondent and undertake the interview. For this project we propose a fieldwork window of 4 weeks.
- Ensuring interviewers are fully briefed on the research and can clearly explain its purpose;
- The quality and persuasiveness of the interviewers;
- A questionnaire introduction wording that 'pitches' the survey in a manner which communicates its relevance to respondents;
- The number of attempts made to contact each potential respondent – we typically try up to seven times before sample is removed;
- The management of the fieldwork process e.g. calling back people when we say we will.

In addition, for this project, we will pursue the following strategies for maximising response:



Data preparation

Coding will be conducted on an on-going basis to codeframes agreed with the FSA. A coding briefing will be carried out at the beginning of the research by the research team and coding notes (detailing the types of responses to be included in each code) will be produced. At least 5% of a coder's work is checked.

The research team will devise analysis specifications for review by FSA. Our Data Services team will then run the datasets (both SPSS and tables) to support analysis and reporting. Data tables will contain all necessary cross breaks for analysis. These will include country and organisation type.

If we do oversample HSC settings in Northern Ireland and Wales we will have to use data weighting to adjust for this – and bring the proportion that these interviews represent back in line with the population. Any suggested weighting strategy would be documented in writing and discussed with you.

We have assumed for now that we do not need to report percentages of all HSC settings (NHS and non-NHS settings) as a whole, given the differences in governance and management between the two sectors. Rather we will report percentages alongside each other, commenting on where there are statistically significant differences between the two (which, in truth, are likely to be fairly limited due to the relatively small numbers of NHS settings surveyed).

We are extremely experienced at producing clearly labelled, anonymised and accurate SPSS data files on large volumes of data: a recent example is the Wave 3 Small and Micro FBO Tracking Survey, conducted for the FSA in 2021. Data files are created by our Data Services team and receive full variable checks by members of the research team, with sign off from the Senior Research Manager. Tables will include significance testing to facilitate users interpreting the data.

An anonymised, coded and clean data file and data tables will be provided to FSA. This will be fully GDPR compliant in that it ensures respondents will not be identifiable.

Reporting

The key output for this contract will be an **integrated report collating findings from both Part 1 and Part 2**. This will provide the FSA with the evidence it needs to determine future policy options regarding the implementation of guidance.

Before we start our reporting, **we have a conversation with you to explore what you are looking for from the reporting outputs**. We begin by exploring the data to start to understand what the findings mean for you. Our team revisit your needs, objectives, and the context of the research.

IFF then conducts a Director-led analysis session, in which researchers develop their thinking regarding the findings/their implications. Individual researchers bring to the session their tentative interpretation of the findings. This will be discussed, with careful reference to the evidence, to verify our interpretation of the findings through researchers applying a degree of scrutiny and challenge to each other's perspectives on what the findings mean. We welcome your participation in this session.

Typically, we reach a consensus on the key narratives, and **these form the blueprint for the report**. This blueprint lays out the intended structure of the report, key messages, length and style, reflecting your needs.

We believe the findings should tell a clear story. And they should be accessible to a non-expert and presented to make the research topic as interesting as possible. To us, **quality reporting** means a high-quality writing style, nuanced analysis, and clear, actionable recommendations. We deliver this through the experience and seniority of the team working on the reporting outputs. We have also written a number of reports for the FSA, most recently the FBO Tracker and FHRS survey reports, meaning the team is highly familiar with the style you prefer.

The report will start with an executive summary, and data will be displayed in a graphic form where possible. This will include a takeaway infographic summarising key findings. Statistical differences between subgroups will be highlighted in the narrative, and via stars or similar in charts. The report will also contain annexes outlining methodological processes including sampling, questionnaire design, fieldwork processes and weighting (if utilised).

PowerPoint presentation

To help maximise use of the study's findings we are happy to offer – free of charge – a presentation delivered to your key stakeholders, summarizing overarching findings. We anticipate this would be a one hour, remote session, supported by a PowerPoint document of c.25 slides.

We will represent the findings visually, using text within diagrams. We'll include 'headlines' to explain the main point being made by each slide. It will also highlight 'take-outs' i.e. the practical implications for the end-user. The ordering of the slides is likely to be led by what best serves the story of the findings. The **research directors present this to your chosen audience.**

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
.

To support response rates for the survey, we will apply innovative features in our CATI set up such as using 'geo-dialling' where businesses are presented with a local number based on their STD code that is more familiar to them, increasing the likelihood of answering the call (e.g. a Northern Ireland business receiving a call from a Northern Ireland number).

Following conversations with the FSA on other projects, we are also keenly aware of the interest in pursuing more digital forms of engagement to widen access and accessibility to your surveys, and to tie into the wider government emphasis on the digital agenda.. As shown in the previous section, we suggest offering this option to any respondent who refuses to take part in the telephone survey. As we are using an online survey as our starting-point for questionnaire development, we do not have to be concerned about the questionnaire being suitable for online completion. We will be careful to ensure that both telephone and online versions can be easily completed and work to minimise multimode effects.

We will also offer an infographic key findings summary at no additional cost. Sections of the infographic could also be provided to the FSA as image files suitable for sharing online or via social media.

3: THE PROJECT PLAN AND DELIVERABLES

F. 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 timetable below shows anticipated dates for the research. We can be flexible with this however, and will discuss further with the FSA upon commissioning. With the onus on delivering a final report by the end of September, we consider this is a tightframe, but in our experience of undertaking surveys on behalf of FSA we are confident in our ability to deliver on time and to a high level of quality. Please see the Risks section for how we are intending to meet some of these challenges, particularly regarding fieldwork and report delivery.

We note the requirement to link tasks to each objective, however we believe each task is relevant to all stated research objectives inform, hence we have organised the timetable by 'Part', and 'Reporting.

Task	Lead	08-Jul	11-Jul	18-Jul	25-Jul	01-Aug	08-Aug	15-Aug	22-Aug	29-Aug	05-Sep	12-Sep	19-Sep	26-Sep
Inception meeting	Meeting													
PART 1														
Finalise sampling criteria	Research													
Sample delivery	Sample suppliers													
Sample preparation	DS													
Questionnaire drafting	Research													
Questionnaire review	FSA													
Questionnaire finalisation	Research													
Survey Scripting	DS													
Mainstage fieldwork	Field													
Data preparation	DS													
SPSS / tabs delivered	DS													
Analysis	Research													
PART 2														
Send data	FSA													
Prepare data	DS													
Analysis	Research													
Reporting														
Share blueprint	Research													
Sign off blueprint	FSA													
Report drafting	Research													
Report 1st draft delivered	Research													
Report review	FSA													
Report amends	Research													
Final report delivered	Research													

We suggest that if the optional presentation is desired, that this should occur shortly after the final report is delivered, in early October. However, we are happy to work to FSA timescales.

G. 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:

ii. no more 100 characters in length

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

Please insert additional rows to the table below as required.

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

DELIVERABLE NUMBER OR MILESTONE IN ORDER OF EXPECTED	TARGET DATE	TITLE OF DELIVERABLE OR MILESTONE
1	06/07/2022	**INCEPTION MEETING**
2	**22/07/2022**	**FINAL SURVEY QUESTIONNAIRE**
3	**29/07/2022**	**PART 2 DATA SHARED WITH IFF**
4	**26/08/2022**	**SURVEY FIELDWORK COMPLETE**
5	**05/09/2022**	**DATA SHARED WITH FSA**
6	**21/09/2022**	**DRAFT REPORT**
7	**30/09/2022**	**FINAL REPORT**

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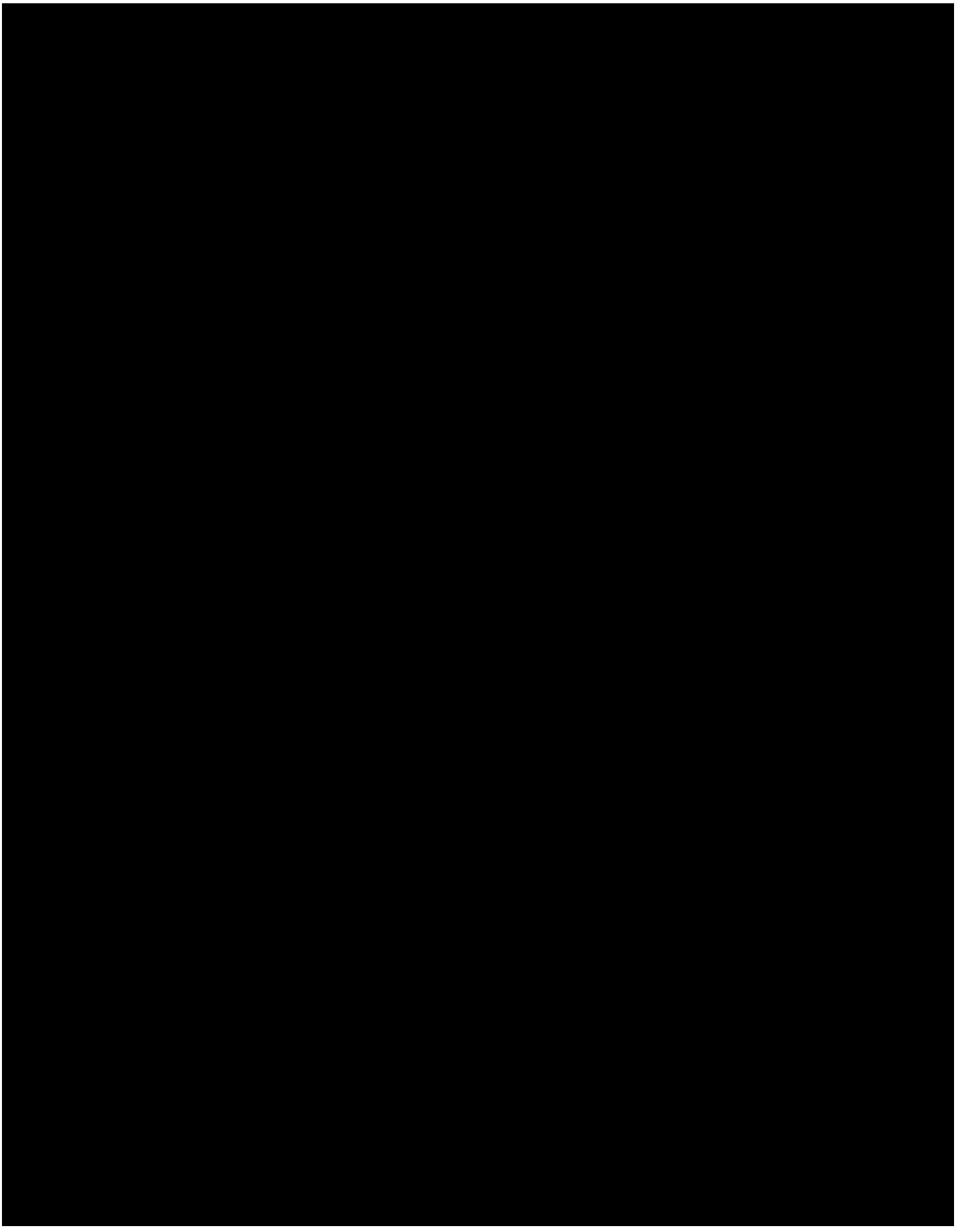
4: ORGANISATIONAL EXPERIENCE, EXPERTISE and STAFF EFFORT

A. PARTICIPATING ORGANISATIONS' PAST PERFORMANCE

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

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

[redacted]



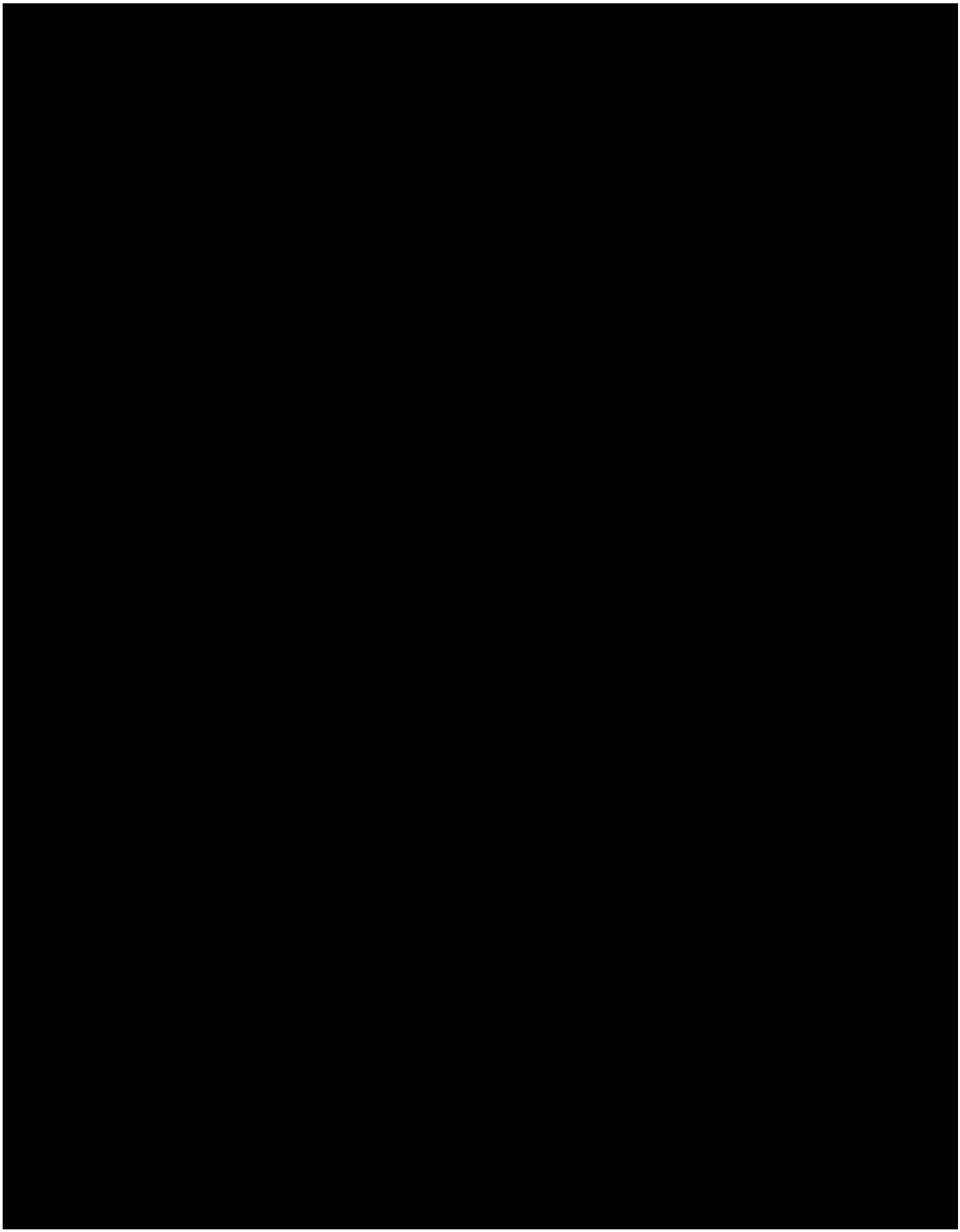
[redacted]

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

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

Lead Applicant	IFF Research Ltd.
Named staff members, details of specialism and expertise.	

[redacted]



[redacted]

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

Participant Organisation 2	
Named staff members, details of specialism and expertise.	

Participant Organisation 3	
Named staff members, details of specialism and expertise.	

C. STAFF EFFORT

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

Name and Role of Person where known/ Role of person to be recruited	Working hours per staff member on this project
[redacted]	

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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.

Our general approach to project management and service levels

Our project management procedures are an integral part of our strategy toward maintaining the highest quality standards and appropriate risk management. To ensure the smooth running of the project:

- [redacted] the project directors will be involved in all stages of its delivery. They will be lead report authors, sign-off all research materials, analysis plans and will be responsible for contacting the FSA team on issues relating to project design;
- we will hold an inception meeting with you at the start of the study, to set our expectations for the project, discuss the methodology, review timescales and risks and agree communications going forwards.
- we will set up a group e-mail ensuring that all correspondence is received by all IFF team members;
- throughout the research programme, we will provide FSA with a weekly update sent at an agreed time, which will summarise the fieldwork progress, issues arising, relevant risks and forthcoming deadlines. Where issues are identified, we will discuss these in a video meeting, with the FSA team. This approach helps ensure there are no surprises and reinforces our collaborative approach to research projects;
- on top of this, during survey fieldwork we will supply the FSA with emerging findings in each progress update, detailing headline stats.
- we suggest weekly catch up calls, although are happy to hold these less frequently if desired;
- our aim is to respond to all requests and enquiries within 24 hours. If this is not possible, we will discuss the reasons for this with FSA and agree a revised timescale

Management team and roles

For this project, [redacted] will be the lead project director, with [redacted] as the supporting Director, although both will provide input and sign off to key decision points. Andrew will provide senior cover and direction in [redacted] absence. The project manager for this study will be [redacted]

A high level of senior involvement at all stages in a project is a hallmark of our approach and our staffing ratios reflect this. As project directors, [redacted] will play a very hands-on role particularly at design and analysis phases. [redacted] will be involved in drawing up the sampling and weighting approach, in designing analysis specifications and in report drafting and this will be peer reviewed by [redacted] will maintain an overview of the entire study at all times and will be responsible for quality assurance and will attend all key meetings.

As overall project manager for the study, [redacted] will be responsible for developing the project plan and updating this through the course of the research. [redacted] will be the first point of contact for the FSA project manager and will work closely and collaboratively with the FSA team throughout the project, including facilitating a weekly Teams/Zoom meeting to discuss project progress. He will also ensure that, during fieldwork, weekly progress reports are delivered to the FSA. His role extends to manging the project through the other departments within IFF (our telephone centre and data services team) and the two dedicated researchers - [redacted] who will provide day-to-day support in all aspects of delivery.

[redacted] will work closely on all aspects of project management, liaison and communications with the FSA, budgetary control, quality assurance and risk analysis. This ensures that the FSA have access at all times to an IFF team member who can respond to requests and who is familiar with the details of the project and its management. Periods of absence will be managed to ensure that FSA staff can contact either [redacted] during office hours for the lifetime of the project.

We are not proposing to work with any other subcontractors or third parties in the delivery of this contract, save for the purchase of sample data from Market Location and Wilmington healthcare. If a need arises this will be raised with you during the weekly catch-ups.

Flexibility

The size and structure of the IFF team, in addition to the processes underpinning our project management approach, means that we can be flexible and agile in delivering this project. We appreciate that outside the core contract there might be the need to conduct ad hoc follow up research with these organisations (depending on policy needs).

Our team are all sufficiently skilled in all methodologies and our preferred approach will be to have the same team manage and deliver any ad hoc research. We will discuss with you during the weekly catch-up meetings when follow-up might be most appropriate and ring-fence the appropriate resource through our project planning tools.

Should we see any potential clash in terms of workloads we have a wider team of 70 researchers at all levels who could also be seconded to the project (subject to your approval) to ensure we can deliver ad hoc research to tight timeframes.

6. RISK MANAGEMENT

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

Identified risk	Likelihood of risk (high, medium, low)	Impact of Risk (high, medium, low)	Risk management strategy
Social desirability bias	**Medium**	**Medium**	Owing to the length of the guidance, and the nature of the survey content, we believe there is risk that respondents provide the answer they would imagine they are expected to give rather than the true reality of the picture. We look to minimise this by interviewers reassuring them of their anonymity and confidentiality of the data, while we will also propose using granular scales to allow respondents to provide responses that maybe are not suggestive of full compliance/understanding, but show some evidence of working towards these goals. We will also consider social desirability in the order and phrasing/introduction of questions.
Mistakes in the CATI programming	**Low**	**Medium**	The CATI script will be checked sequentially by at least two members of the research team and signed off by the project manager. As well as going through the script checking for routing, wording, interviewer instructions, that single code vs multicode options have been correctly applied etc. we will also run dummy data through the script and check the resulting autospss file (mainly for routing). The soft launch will also mean interviewers check the script. We will check the data in detail after one week of interviewing to check again that the script is accurate. In the unlikely event of any errors call backs would be made to respondents to collect missing data.
Lack of knowledge of the guidance means people don't have anything meaningful to say	**Medium**	**Medium**	The current questionnaire assumes a high level of engagement of the guidance. We will reflect on this in the design of the survey, ensuring the questions appropriate across the range of audiences, and facilities are built that work for those who are maybe less familiar with the guidance. We will discuss with FSA at inception whether there is value

			engaging individuals who have very low levels of knowledge of the questionnaire.
Covid-19 or other pressures mean respondents less willing to engage	**Low**	**High**	We recognise there are considerable pressures on our respondents' time and that a survey of this nature might not feel like a task to prioritise. We have provided the option of online completion in part so respondents who cannot spare the time for a 15 minute survey are able to pause and come back to the online version at times that work best for them. This flexibility is also available on the telephone as well; in terms of multiple completion options, and allowing for 'out of hours' calls as well, should this be requested by the respondent. In the event that another Covid-19 pandemic escalates, and puts more pressure on these healthcare settings we can stop interviewing at relatively short notice. We will have other projects occurring during this period, so we should be able to re-brief the majority of our interviewers on to other projects. If necessary, we are also happy to delay/postpone fieldwork until such time that the lockdown eases, although this will of course have implications on the reporting timeline.
Fieldwork occurring over August, during summer holidays, makes it tricky to reach audience	**High**	**Low**	In preparing for this study we are well aware that fieldwork is due to occur over the Summer holiday and this will mean respondents are less likely to be available. We have factored this into our costings, and the amount of sample that we intend to draw. Furthermore, we will aim to make an initial call to each sampled organisation within the first 7 days of fieldwork, so we are able to catch individuals who might be on leave later on in the fieldwork period.
Snowballing method for Commercial meal provider to HSC settings sample puts pressure on meeting fieldwork deadlines	**Medium**	**Medium**	We will monitor the collection of sample details acquired through this approach on a regular basis and discuss with FSA if by Week 2 of fieldwork it appears that we are not gaining as much as we would like. We would like to use the inception meeting to consider alternative/contingency options for this group so we are prepared to roll these out should our snowballing approach not prove fruitful.
Tight timeframes for reporting affects quality of report	**Medium**	**Medium**	With two Directors part of the core team, and an experienced executive delivery team with considerable expertise producing Government reports we are confident in our ability to produce a high-quality report in tight timeframes. Before drafting commences the Project Manager will have a conversation with you to determine reporting 'needs' (such as format, audience, key subgroups), and create a report blueprint for your sign off. This will mean the first draft report you see should meet your broad expectations. Furthermore the Project Manager creates a Report Conventions Tool, which establishes consistencies authors need to keep to, such as tense, labelling, chart colours, subgroup reporting, abbreviations etc. Achieving a consistency in reporting style means the quality assurance process can focus more on the quality and accuracy of the insight rather than on the consistency of the drafting, and ensures the report has 'one voice'. As supporting Director, Andrew Skone James will peer review the report. These various mechanisms should ensure we are able to produce a high-quality report in a short period of time.
Staff leave	**Low**	**Medium**	We will put a large team on the project which means we can easily cope with unexpected staff absences. In the event of staff leaving or being on long term absence, IFF has sufficient

			capacity to ensure that project staff can be replaced with other staff of similar grade and experience (we have a team of 70 researchers). Quality procedures and working practices are aimed at ensuring complete documentation of all research stages, ensuring that staff changes can occur easily with no loss of knowledge and with minimal disruption to clients.
Errors in the data outputs or the report	**Low**	**Medium**	The data outputs will be checked sequentially by at least two members of the research team, and then signed off by the project manager. The checks typically take a day per person. These include checking coded data has been entered correctly, dummy variables have been defined correctly, the routing is correct, data labels are correct, the SPSS data matches the topline data, any weights have been applied correctly, and any sample variables have been applied correctly. A full figure check will be undertaken on the report, with each figure literally ticked off as correct on a hard copy against the tables/data file. Where a discrepancy is found, these will be flagged and the project manager will check the suggested correction is right.
Anonymity not preserved	**Low**	**High**	The data files will be anonymised, with respondent name, company name, and contact details removed. We will also ensure that an organisation could not be identified (or guessed) from a combination of variables (size, geography and sub-sector), and will agree data protocols for this..
Loss of data privacy	**Low**	**High**	We have stringent data security measures in place and have been awarded ISO27001 accreditation. Data will be stored on a secure part of IFF's network only accessible by individuals at IFF named by the Project Director. Transfer of data between IFF and FSA will be done securely in agreed ways (we recommend this is via IFF's Secure File Transfer & Storage on which upload files are fully encrypted at all times while being transferred and when securely stored on IFF's system. The encryption standards we use are fully compliant with AES-256).

7. QUALITY MANAGEMENT

A. QUALITY MANAGEMENT

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

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

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

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

IFF Research is committed to delivering high quality research tailored to meet FSA needs for this project. We are dedicated to maintaining and improving the quality of the work we undertake, and to investing in systems, training, procedures and a culture that enable the company to continually improve our performance and knowledge.
We pride ourselves on working to the highest possible standards in all areas of our work. This includes the manner in which the project is managed, staff allocated to the study, and the procedures and practices for ensuring all aspects of the study are undertaken to the highest possible standards. The measures we will take to ensure quality in the end-to-end research process are detailed below.

SAMPLING

As a full-service agency we have an in-house Data Services team who take responsibility for all our sampling work, working closely with the research team to design and implement the sampling strategy. The strategy we propose in the methodology section above is not set in stone and we would discuss it carefully with the FSA on commissioning. Sampling is overseen by the Directors responsible for the project and reviewed and signed off by them before use.

DESIGN OF RESEARCH INSTRUMENTS

Close collaboration with the FSA is key in the design of the research materials. It is important that we understand the needs of the various stakeholders to ensure we're able to build these into the design of the questionnaire and topic guide. Jane and Andrew will be involved during all stages of questionnaire design/set up and have the final sign off before materials are provided to you.

More generally the key steps we undertake when designing research instruments are:

- Initial discussion of the research objectives and the questions needed to fully address each one. As part of the project inception meeting we will always request a detailed briefing on the requirements and how the results will be used. This will have a bearing not only on materials design, but also on the analysis and presentation of results.
- Producing a first draft questionnaire and then working with the FSA team to refine in an iterative way. Careful design of questionnaires and other supporting materials will minimise the burden on respondents and ensure the information collected is as complete and accurate as possible.
- Testing the questionnaire set up thoroughly (see below for more detail on this)
- Piloting the questionnaire. We shall conduct a soft launch to ensure we can have confidence in the survey vehicles before assigning considerable levels of interviewer resource to fieldwork. If during this period we detect any issues we can pause fieldwork immediately and explore solutions.

FIELDWORK

IFF is a member of the Interviewer Quality Control Scheme (IQCS), the industry body which establishes and audits standards for market research interviewing. IQCS standards cover:

- training of interviewers and supervisors
- percentages of monitoring required
- appraisals and feedback for all personnel carrying out Quality Control monitoring.
- documentation requirements for all the above

Practices to ensure quality that relate specifically to the quantitative interviewing phase of this study include:

- Employing a full-time telephone centre Quality Control Manager
- The CATI questionnaire derived from the survey questionnaire agreed by the FSA will undergo thorough checks before "going live" for interviewing. At least two members of the Project team will test the survey "as live", making sure that all routing instructions are followed as prescribed, that the question text and interviewer instructions read as intended and that answering protocols are respected (e.g. where a question is intended to get a single

response, it is not possible to record more than one response). We will also run dummy data through the programme as a further check on routing.

- Following a briefing from the Senior Research Manager, interviewers will spend up to an hour running through the test version of the CATI questionnaire to familiarise themselves with data required.
- Interviewer standards are monitored continuously through their career at IFF. All interviewers on a project will have at least 5% of interviews listened-in to and monitored "live" by project supervisors. Where best practice is not being followed, remedial action will be taken as appropriate (e.g. interviewers will repeat their training, or be re-briefed, etc.). In any cases where malpractice is identified (a rare occurrence), all of the interviewers' interviews on the project will be reviewed – with respondents re-contacted to check their responses.
- We utilise Sytel auto-dialler software which means interviewers are randomly and automatedly assigned numbers to call. This means they cannot employ sample selection bias by choosing which calls to make.
- Our CATI software includes a detailed facility to set appointments for interviews (to be conducted at a time convenient to the respondent). To ensure that all appointments are kept, supervisors and field project controllers are able to see a calendar of all appointments made for interviews with businesses, and thus to ensure that there are sufficient interviewers to ensure punctual coverage of appointments.
- All telephone interviews are automatically recorded by our CATI system and these recordings are used as part of our quality control monitoring process. We can provide recordings for FSA to listen to – alternatively you would be welcome to listen in 'live' at our offices.
- The Project Team will regularly review answer patterns to all survey questions, and will be able to call up this data at any stage of the project. In particular, we will look out for patterns of non-response (don't knows and refusals) on both an aggregate basis and for individual interviewers.
- In addition to live monitoring and post-hoc data checks, a selection of at least 2.5% of respondents, chosen at random, are re-called by our Quality Control Team. The team re-ask a small number of questions to check that responses have been accurately recorded. Where discrepancies are identified, details are passed to the Research Team, and remedial action taken as appropriate (at the extreme, this will mean reviewing all interviews conducted by the interviewer in question).
- If an online version of the survey is to be considered, we have additional quality checks here. It runs on the same platform as our CATI set up, so the routing etc. will all be identical. However, during data cleaning we will conduct additional checks to explore evidence of speeding or yea-saying. Where this becomes apparent we will flag to FSA and likely remove that respondent from the dataset. We will also need to take of the potential for mulit-mode effects, whereby respondents might answer differently online to how they would on the phone. Key steps to mitigate this are to keep the number of response options concise, and provide clear instructions or labelling at each question, in acknowledgement that there won't be an interviewer to guide them through the question.

DATA PROCESSING

There are number of steps we will take to ensure that the FSA team can be assured of good quality analysis for this project. We will adopt the same approach for both Part 1 and Part 2 data:

- The specification for the data preparation will be signed-off by FSA and the Research Directors;
- The starting list of analysis cross-breaks will be developed by the Research Directors and agreed with the FSA before programming;
- The tables and the SPSS files will then be thoroughly checked independently and sequentially by both of the Research Executives on the study and signed-off by the Senior Research Manager;
- A data dictionary will be supplied explaining every variable in the data file;
- If weighting is required, the weighting targets and process will be discussed and documented in detail with the FSA alongside the sampling strategy. The weighting approach will be developed by the IFF Directors;
- All coding, data processing and analysis will take place at our offices in London.

REPORTING

We ensure high quality reporting outputs primarily through the experience and seniority of the team involved in writing and quality checking our reports. We will draft the report to a plan agreed with the FSA in line with your style guidelines and to

publishable standard. We anticipate that the tone of these reports will be largely factual, however, we will still aim to deliver findings in an engaging and accessible way i.e. through the use of graphics and figures.

[redacted](Director) will be actively involved in report-writing, writing key sections and reviewing all sections. In addition, report drafts are peer reviewed by a [redacted] (supporting Director). [redacted], Senior Research Manager, will undertake a final review before submission – with a particular focus on the overall 'story' and interpretation of the data. In reality, the first 'client' draft is the second or third IFF-draft, with improvements made at each stage. The draft will receive a full figure check, with every figure checked and ticked off on hard copy against the data outputs. If a discrepancy is found, this is flagged and then checked by the Senior Research Manager before any amend is made.

MONITORING OUR SERVICE LEVELS

We regularly check with our clients that our service levels are satisfactory and on the rare occasion when they are not, act immediately, for example, by increasing the number of interim progress reports during fieldwork.
IFF's account management philosophy is based on collaboration and flexibility; working with clients in partnership rather than for them. IFF prides itself on its ability to manage projects effectively to deliver high quality research to time and budget, thereby minimising the risk of budget overruns and delays in reporting. We work to the highest possible standards regarding project management and quality control procedures and practices, and in terms of the calibre of staff allocated to assignments. Central to this approach are our policies of working closely with our clients (and, where applicable, external stakeholders) and careful project management throughout all stages of the project. Efficient client liaison and transparency of work undertaken are cornerstones of our account and project management philosophy.

SENIOR INVOLVEMENT

We ensure quality in all aspects of the research we conduct through senior input at all stage. The directors who write project proposals and attend pitch meetings are responsible for the delivery of the project through all stages.

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B. ETHICS

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

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

In the design and conduct of all our work we take due consideration of the nature and sensitivities of the participant group and the safety of both our research staff and interviewers and participants. This project will be carried out in strict accordance with the Market Research Society Code of Conduct and apply the principles of the Government Social Research Code on research ethics throughout.

We place the highest value on achieving informed consent for this and every study.

Recruitment screening questions will explain the aims of the research, that participation is voluntary, what it will entail for the respondent (especially interview duration), explain and assure of anonymity/confidentiality, and provide information about their rights under GDPR. For GDPR we always mention that further information is available on our website. We will have a reassurance email (the wording of which will be agreed with FSA) that we can send them confirming these details. If they do not wish to participate in the research they can opt out, and we will provide multiple routes for opt out, including email, telephone and postal methods. Achieval of consent can be audited through our comprehensive call records.

Initial contact will be made by telephone and therefore all information about the research, their rights, and reassurances regarding confidentiality will be outlined up front, providing potential respondents the opportunity to opt out. Where appointments are made, we will send a confirmation email of their interview appointment after this agreed, which will again remind them that they are free to opt out of the research at any time (including during the interview itself). We can provide multiple options for opting out including both email and telephone. Our comprehensive call records mean that we have an audit trail of respondent consent to participate.

The IFF ethics approach is to ensure that all fieldwork is conducted with great sensitivity and we strive for inclusive participation. Our ethics approach means that we will:

- Take all reasonable steps to minimise the burden on participants. This is principally through using a well-designed questionnaires, ensuring questions are as easy as possible to answer, and that questions are only asked of those to whom they apply. We also make it clear if respondents are unable or do not wish to answer a particular question then they don't need to.

- Work within the requirements of data protection legislation, including the Telephone Preference Service, Mail Preference Service and Corporate Telephone Preference Service.

- Conduct the interviews at a time and manner to best suit the respondent and ensure the safety of research staff/interviewers.

- Offer respondents telephone numbers that they can call for reassurance or further information. These will always include the IFF project manager or director, the Market Research Society freephone number, and often the telephone number of our client.

- Protect the confidentiality and anonymity of respondents - IFF's compliance with ISO27001 will ensure that we safeguard participants' personal data and all outputs would be carefully checked by two researchers to ensure confidentiality has been maintained:

- Given the ongoing context of the COVID-19 pandemic, there are some additional ethical considerations around researching healthcare and social care organisations. We need to be mindful of the potential impact of the COVID-19 pandemic and that some organisations may have found (and continue to find) operating throughout this period a struggle. The research will take extra care not to overburden respondents and will ensure that any demands made of respondents are reasonable and proportionate (particularly in terms of things like survey length, accessibility of survey, relevance of topics, and allowing a sufficient fieldwork period).

- We are also alert to the potential that discussing issues around contamination, and controls on *Listeria monocytogenes* could prove sensitive. It is therefore very important that respondents understand that answering any particular questions is voluntary and they can stop or reschedule the interview at any time. Our interviewers are trained to respond appropriately to respondents becoming upset or defensive, and this will be included as a key briefing point ahead of fieldwork commencing.

Unless the FSA have such a requirement, we do not believe it incumbent on us to obtain formal, local ethical clearance for this project. However, our internal governance processes include the submission of a summary of research purpose/method statement to the IFF ethics advisor (Jan Shury, Managing Director). Should any concerns be highlighted, the study team will modify method and/or develop mitigation steps to address concerns.
We have experience of obtaining ethical clearance from DfE and NHS Ethics Committees.

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.

GOVERNANCE, RISK AND COMPLIANCE

IFF takes the issue of data security extremely seriously and takes all reasonable steps to ensure the safety and confidentiality of respondents' records and of management/ administrative data provided by our clients and of survey data collected. IFF holds ISO/IEC 27001:2013 certification (the international standard for information security) as well as UK Cyber Essentials Basic. We are registered with the Information Commissioner's Office for Data Protection under registration number Z5571698 under the UK Data Protection Act 2018. We regularly act as Data processors on behalf of client organisations for the purpose of conducting normal business activity. Such relationships are controlled by data protection agreements within client contracts defining the limits of use for the data handled. We are also fully compliant with the GDPR. IFF are also members of the Market Research Society and abide by the associated Code of Conduct whilst carrying out market research activities.

Our security philosophy is based on the following fundamental principles:

- Risk based approach – every decision we make around privacy and security measures is based on a risk assessment;
- Security and Privacy by design – security and privacy are baked into each research project at the very beginning;
- Encryption at rest and in transit – we encrypt commercially sensitive and personal information whilst it is stored on our servers and when we transfer it back to you;

- Principle of least privilege – all of our systems are configured to only permit our team the necessary access they need to fulfil their job roles; and
- Defense in depth – we have implemented a layered approach to our security infrastructure.

Our ISO 27001 ISMS is supported fully by the IFF Board of Directors including the Managing Director, who also sits on the ISMS management committee. The overarching Information Security Policy is signed by the Managing Director and communicated to all staff. The ISMS is managed by the Compliance and Data protection Officer who is CISSP certified and holds the ISO 27001 Lead Auditor qualification. Our ISO 27001 certified ISMS is re-certified every 3 years with 6 monthly surveillance visits by an external auditor (BSI). Periodic internal audits are also conducted, and results fed back to management and staff.

Controls are audited periodically and measured against a set of defined KPIs. Performance is fed back to the board annually. Our Cyber Essentials certificate is re-assessed every 12 months.

We are happy to carry out a Privacy Impact Assessment (PIA) if deemed necessary, and the project team will work closely with our Compliance and Data Protection Officer to conduct this.

DATA TRANSFERS AND HANDLING

We are happy to comply with FSA Data Protection Policies and ownership of data requirements. The process that we most commonly adopt for our work with Government departments/agencies is that:

- All sensitive personal data (as defined by GDPR), including sample files, is transferred by secure electronic transfer via our Secure File Transfer process with sophisticated encryption technologies and Extended Validation SSL to ensure the integrity of data. File transfer sessions are fully encrypted using TLS 1.2/1.3 certificates. Access to files is restricted to authorised recipients only, who receive an email with details of the download as well as a further identity verification check.
- All files containing personal data are saved to a project-specific folder on IFF's secure network which only the named project team are able to access (this original file is not moved from this file at any stage, other than when it is securely deleted).
- Permission rights to secure network folders are allocated by the Project Manager. All activity relating to the secure files (copying, amending etc.) is recorded on the Data Asset Register and this is monitored and reviewed regularly.
- Telephone recruitment and interviewing is conducted by CATI. This ensures that individual interviewers cannot view the sample database but only contact details on a record-by-record basis. Any data which is required to allocate an interview to a quota but does not need to be referenced in the interview will not be made available to interviewers. All other access to project related information is restricted to non-interviewing members of the project team.
- Data relating to or personal data is not exported or transferred outside of the UK. A signed Standard Contractual Clause contract would be required by third party data recipients, and only after authorisation was obtained from the client.

ACCESS CONTROLS

All interfaces into IFF systems have been identified and an appropriate level of access control has been implemented. Active Directory is used wherever possible to manage access into systems in order to centralise management and provide a single source of authentication.

Security groups are used to govern access NTFS file resources. Security group membership is reviewed periodically. Group membership can only be authorised by the relevant project / department Director.

All activity relating to the secure files (copying, amending etc.) are recorded on a file audit access log collation tool which is periodically reviewed by IFF IT – any anomalies are presented to project management.

A password policy is in place specifying the minimum length complexity of passwords (10 characters, mixture of alpha numeric and numeric) changed every 30 days.

Where possible (on cloud resources such as Office 365) Multi Factor Authentication is in place. Authenticator applications (as opposed to SMS) are utilised for delivery of the second factor.

An ISO 27001 certified Access Control Management Procedure is in place to control access provided to joiners, movers and leavers within the organisation. This procedure document is available on request.

Administrative passwords are stored in a secure password vault – access is only permitted to specific members of staff.

NETWORK SECURITY

A sophisticated network security appliances (SonicWall NSA4600) which offers DPI (Deep Packet Inspection) of data coming into IFF. IT are alerted of intrusion attempts.

Network access control mechanisms are in place so that only authorised devices are permitted access to the network.

VPN connections are encrypted using AES 256 Bit SSL links and are activated automatically as soon as users log into Microsoft Windows.

Only authorised devices are permitted access to the LAN. This is achieved technically though the on premise ethernet switch.

PREMISES SECURITY

IFF Research has space in a shared building which has a secure perimeter with manned front desk security 24/7 and pass activated electronic turnstiles which ensures that unauthorised persons do not have ready access to secure areas. Our offices on the 5th floor have an electronically operated door with electronic pass access. A staffed reception is immediately facing the office entrance and all visitors report to reception.

Visitors are not allowed to pass reception unless directed by reception staff. Reception staff have been trained to ensure they understand their responsibilities and how to deal with unwanted visitors. Any unwanted visitors are requested to leave, with recourse to the Police if necessary, should any visitor not leave when requested.

Visitors are escorted whilst on-site and are signed out when leaving the premises (the host may contact reception to request they are signed out if necessary). Staff and temporary/contract staff are issued with electronic entry passes. If a pass is lost or stolen it is reported and the pass is removed from the system, a new pass only being issued upon the authority of a manager or Director. Access Control Systems are maintained centrally by St Magnus House building management with annual maintenance visits (maintenance schedules available on request). St Magnus House security provide access control records and regular access rights reviews are performed.

CCTV is available in all communal areas of St Magnus House including the 5th floor lift lobby. Records from this system are maintained by St Magnus House Security.

Our Comms room houses all our company servers and access to this room is restricted to authorised personnel. The door to this room is secured with a key code device, the code to which is changed regularly and only issued to authorised personnel.

DATA DESTRUCTION

Data protection principles mean we need to ensure that personal data is not kept for longer than is necessary. For this reason, we will agree with the client at the start of each specific project, at what point the personal data can be destroyed (the default is typically 12 months from the project end, but we can set parameters with the FSA regarding this specific research study. When doing this, we ensure data is deleted from our systems using the deletion tool SDELETE which meets data sanitisation standards outlined in 'DoD 5220.22-M'.; and provide confirmation in writing to the client that this has been done. Naturally any datasets generated by the research will be retained indefinitely in case further analysis is required in future – the IFF retention process is focussed around the destruction of sample data (contact details etc.), qualitative recordings and the removal of personal identifiers from any datasets.

Related to this, the procedure for de-commissioning company data storage facilities is as follows: all company media including all hard drives, removable media are wiped and then professionally physically destroyed to WEEE standards. Certificates of destruction are retained on site for at least 2 years.

GDPR – TECHNICAL AND PROCEDURAL MEASURE SUMMARY

All IFF staff have received training on GDPR legislation and relevant procedures defined in our ISO 27001 certified Information Security Management System (ISMS) as well as general security awareness material. Staff are tested on their understanding of this material.

IFF Research fully supports the aims of the General Data Protection Regulation (GDPR). The work that we do inevitably involves us handling individuals' personal data, including contact details; and sometimes involves us asking for data from individuals that is classed as sensitive.

We maintain a dedicated page on our website regarding GDPR, so that respondents can easily find out how their Personal Data is stored, how to obtain a copy of their data and how to change or delete their data.
http://www.iffresearch.com/gdpr/

Collecting and processing this personal (and sometimes sensitive) data is an inherent part of our core business, and we are committed to reducing the risk of such data being misused, exposing stakeholders in our research to potential detriment.

The research studies that we conduct typically involve both IFF Research and our clients acting in the capacity of both data processors and data controllers. As such, risks are shared between IFF and our clients and risk management is a collaborative exercise in which we need to work closely with our clients. Typically, this means that we will need our clients to:

- Agree with us, at the start of each project, a date by which we will destroy any data files of customer contact details that we used as the starting point for conducting fieldwork;
- Agree with us, at the start of each project, a date by which we will fully anonymise any research datasets so that individuals cannot be identified;
- Be transparent about the purposes for which any permissions to re-contact research participants will be used; and agree an expiry date for these permissions;
- Cooperate with risk assessments around sensitive personal data; and planning steps to minimise any risks identified.

The legal basis for IFF Research processing personal data varies according to the project and the data being collated, but is typically based on:

- It being used for research purposes in the public interest; and/or
- Explicit consent of the data subject.

Explicit consent of the data subject is established and documented at the start of each survey interview. This will be explicitly and separately obtained in relation to sensitive categories of personal data, in addition to our obtaining consent to participate in general.

Our approach to establishing consent, and our processes for handling, collecting and processing personal (and sometimes sensitive) data is tailored to each project, in agreement with our client. Typically, this will include:

- Asking for clear consent from research participants at the start of interviews and discussions, and before asking for any sensitive data. This will involve us saying how we will use their data, and for how long;
- Explaining research participants' rights to see the personally-identifiable data we hold on them, to change this data, or to have it deleted;
- Agreeing with clients, at the start of each project, a date by which we will fully anonymise any research datasets so that individuals cannot be identified;
- Agreeing with clients the purposes for which any permissions to re-contact research participants will be used; and agree an expiry date for these permissions – so that we can be transparent about this with research participants;
- Storing personal and sensitive data on an encrypted server, with access restricted to key members of the IFF research team, on a 'need to access' basis – with the need for access confirmed by the Director, Associate Director or Research Manager on the study.

All of our storage, handling and processing or personal and sensitive data is conducted within the UK; and in line with ISO27001 (the international data security standard, with which IFF Research is accredited). We assess our relevant suppliers to ensure they are GDPR-compliant. We use Standard EU Contractual Clauses if an adequate privacy arrangement is not in place for any suppliers outside of the EU.

The effective utilisation of privacy related procedures and controls is audited by the Compliance and Data Protection Officer at least twice a year as part of our ISO 27001 internal audit schedule.

GDPR – HANDLING REQUESTS BY PARTICIPANTS TO SEE, PORT, CHANGE OR DELETE DATA

We explain to research participants, at the point of interviewing them, their rights to see the personally-identifiable data we hold on them, to change this data, or to have it deleted. At this point we also signpost them to an FAQ's page on our website ([redacted]giving research participants information about the legal basis for taking part, what we do with their data, and the rights that they have. This page allows them to fill in a form to start the process off: asking for a copy of their responses to our research questions, asking to change some of their responses, and/or asking us to delete all of their responses.

We action data subject rights requests only when permitted by our clients who are ordinarily data controllers. This is agreed upfront.
Please note that we are able to meet these requests only while we can identify who individual participants are in our data; all data is eventually anonymised and at that point it becomes impossible for us to know who responses come from. Once such requests are received, the named Project Manager for that project takes ownership of dealing with the request. There is a written process for them to follow – this includes verifying the data subject's identity and notifying the client of requests to modify or delete data from their databases.

ACCESSIBILITY

We are happy to work with your accessibility requirements and note requirements to meet the WCAG 2.1AA standard. Key steps to achieve this in reporting include:

- Using heading styles within the document template and ensuring these are well-differentiated
- Adding descriptive 'Alternative Text' to images so that they can be read by screen readers

- Using bullet points and numbered lists to break up text; with punctuation to make it clear when an item has concluded.
- Making sure text is sufficiently large.
- Avoiding italics (harder to read) and underlining (can be confused with hyperlinks).
- Avoid relying solely on colour to convey meaning.
- Running the final draft through the Microsoft 'check accessibility' tool, to identify areas for improvement.

In his role as peer reviewer, Andrew Skone James, Director, will undertake checks on reporting to ensure it meets accessibility standards.

Clarification Questions

1. [redacted]

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[redacted]

[redacted]

Annex 4 - Charges

Tender Reference	FS430896

Tender Title	Survey of health and social care setting food business operators on implementation of the FSA's guidance 'Reducing the Risk of Vulnerable Groups Contracting Listeriosis' (2016)

Full legal organisation name	IFF Research

Main contact title	[redacted]
Main contact forname	[redacted]
Main contact surname	[redacted]

[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]

[redacted]	[redacted]
[redacted]	[redacted]

Project Costs Summary Breakdown by Participating Organisations
[redacted]

Total Project Costs (excluding VAT) **	**£**	**59,039.77**

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

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Project Costs Summary (*Automatically calculated*)

[redacted]

Total Project Costs	£	59,039.77

COST OR VOLUME DISCOUNTS - INNOVATION

[redacted]

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

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Staff Costs Table

Consumable/Equipment Costs

[redacted]

Total	**£ 59,039.77**

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

Summary of Payments

[redacted]

Short form Terms

1. Definitions used in the Contract

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

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

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

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

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

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

2. Understanding the Contract

In the Contract, unless the context otherwise requires:

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

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

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

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

2.5 the singular includes the plural and vice versa;

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

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

3. How the Contract works

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

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

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

4. What needs to be delivered

4.1 All Deliverables

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

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

4.2 Goods clauses

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

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

(c) The Supplier transfers ownership of the Goods on completion of delivery (including off-loading and stacking) or payment for those Goods, whichever is earlier.

(d) Risk in the Goods transfers to the Buyer on delivery, but remains with the Supplier if the Buyer notices damage following delivery and lets the Supplier know within three Working Days of delivery.

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

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

(g) The Supplier must provide sufficient packaging for the Goods to reach the point of delivery safely and undamaged.

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

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

(j) The Supplier will notify the Buyer of any request that Goods are returned to it or the manufacturer after the discovery of safety issues or defects that might endanger health or hinder performance and shall indemnify the Buyer against the costs arising as a result of any such request.

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

(l) The Supplier must at its own cost repair, replace, refund or substitute (at the Buyer's option and request) any Goods that the Buyer rejects because they don't conform with clause 4.2. If the Supplier doesn't do this it will pay the Buyer's costs including repair or re-supply by a third party.

(m) The Buyer will not be liable for any actions, claims, costs and expenses incurred by the Supplier or any third party during delivery of the Goods unless and to the extent that it is caused by negligence or other wrongful act of the Buyer or its servant or agent. If the Buyer suffers or incurs any damage or injury (whether fatal or otherwise) occurring in the course of delivery or

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

4.3 Services clauses

(a) Late delivery of the Services will be a default of the Contract.

(b) The Supplier must co-operate with the Buyer and third party suppliers on all aspects connected with the delivery of the Services and ensure that Supplier Staff comply with any reasonable instructions including any security requirements.

(c) The Buyer must provide the Supplier with reasonable access to its premises at reasonable times for the purpose of supplying the Services

(d) The Supplier must at its own risk and expense provide all equipment required to deliver the Services. Any equipment provided by the Buyer to the Supplier for supplying the Services remains the property of the Buyer and is to be returned to the Buyer on expiry or termination of the Contract.

(e) The Supplier must allocate sufficient resources and appropriate expertise to the Contract.

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

(g) On completion of the Services, the Supplier is responsible for leaving the Buyer's premises in a clean, safe and tidy condition and making good any damage that it has caused to the Buyer's premises or property, other than fair wear and tear.

(h) The Supplier must ensure all Services, and anything used to deliver the Services, are of good quality [and free from defects].

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

5. Pricing and payments

5.1 In exchange for the Deliverables, the Supplier shall be entitled to invoice the Buyer for the charges in the Order Form. The Supplier shall raise invoices promptly and in any event within 90 days from when the charges are due.

5.2 All Charges:

(a) exclude VAT, which is payable on provision of a valid VAT invoice;

(b) include all costs connected with the supply of Deliverables.

5.3 The Buyer must pay the Supplier the charges within 30 days of receipt by the Buyer of a valid, undisputed invoice, in cleared funds to the Supplier's account stated in the Order Form.

5.4 A Supplier invoice is only valid if it:

(a) includes all appropriate references including the Purchase Order Number and other details reasonably requested by the Buyer;

(b) includes a detailed breakdown of Deliverables which have been delivered (if any).

5.5 If there is a dispute between the Parties as to the amount invoiced, the Buyer shall pay the undisputed amount. The Supplier shall not suspend the provision of the Deliverables unless the Supplier is entitled to terminate the Contract for a failure to pay undisputed sums in accordance with clause 11.6. Any disputed amounts shall be resolved through the dispute resolution procedure detailed in clause 33.

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

5.7 The Supplier must ensure that all subcontractors are paid, in full, within 30 days of receipt of a valid, undisputed invoice. If this doesn't happen, the Buyer can publish the details of the late payment or non-payment.

6. The Buyer's obligations to the Supplier

6.1 If Supplier fails to comply with the Contract as a result of a Buyer Cause:
- (a) the Buyer cannot terminate the Contract under clause 11;
- (b) the Supplier is entitled to reasonable and proven additional expenses and to relief from liability under this Contract;
- (c) the Supplier is entitled to additional time needed to deliver the Deliverables;
- (d) the Supplier cannot suspend the ongoing supply of Deliverables.

6.2 Clause 6.1 only applies if the Supplier:
- (a) gives notice to the Buyer within 10 Working Days of becoming aware;
- (b) demonstrates that the failure only happened because of the Buyer Cause;
- (c) mitigated the impact of the Buyer Cause.

7. Record keeping and reporting

7.1 The Supplier must ensure that suitably qualified representatives attend progress meetings with the Buyer and provide progress reports when specified in the Order Form.

7.2 The Supplier must keep and maintain full and accurate records and accounts on everything to do with the Contract for seven years after the date of expiry or termination of the Contract.

7.3 The Supplier must allow any auditor appointed by the Buyer access to their premises to verify all contract accounts and records of everything to do with the Contract and provide copies for the audit.

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

7.5 If the Supplier is not providing any of the Deliverables, or is unable to provide them, it must immediately:
- (a) tell the Buyer and give reasons;
- (b) propose corrective action;
- (c) provide a deadline for completing the corrective action.

7.6 If the Buyer, acting reasonably, is concerned as to the financial stability of the Supplier such that it may impact on the continued performance of the Contract then the Buyer may:

(a) require that the Supplier provide to the Buyer (for its approval) a plan setting out how the Supplier will ensure continued performance of the Contract and the Supplier will make changes to such plan as reasonably required by the Buyer and once it is agreed then the Supplier shall act in accordance with such plan and report to the Buyer on demand

(b) if the Supplier fails to provide a plan or fails to agree any changes which are requested by the Buyer or fails to implement or provide updates on progress with the plan, terminate the Contract immediately for material breach (or on such date as the Buyer notifies).

8. Supplier staff

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

(a) be appropriately trained and qualified;

(b) be vetted using Good Industry Practice

(c) comply with all conduct requirements when on the Buyer's premises.

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

8.3 If requested, the Supplier must replace any person whose acts or omissions have caused the Supplier to breach clause 8.

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

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

8.6 The Supplier shall use those persons nominated in the Order Form (if any) to provide the Deliverables and shall not remove or replace any of them unless:

(a) requested to do so by the Buyer (not to be unreasonably withheld or delayed);

(b) the person concerned resigns, retires or dies or is on maternity or long-term sick leave; or

(c) the person's employment or contractual arrangement with the Supplier or any subcontractor is terminated for material breach of contract by the employee.

9. Rights and protection

9.1 The Supplier warrants and represents that:

(a) it has full capacity and authority to enter into and to perform the Contract;

(b) the Contract is executed by its authorised representative;

(c) it is a legally valid and existing organisation incorporated in the place it was formed;

(d) there are no known legal or regulatory actions or investigations before any court, administrative body or arbitration tribunal pending or threatened against it or its affiliates that might affect its ability to perform the Contract;
(e) it maintains all necessary rights, authorisations, licences and consents to perform its obligations under the Contract;
(f) it doesn't have any contractual obligations which are likely to have a material adverse effect on its ability to perform the Contract; and
(g) it is not impacted by an Insolvency Event.

9.2 The warranties and representations in clause 9.1 are repeated each time the Supplier provides Deliverables under the Contract.

9.3 The Supplier indemnifies the Buyer against each of the following:
(a) wilful misconduct of the Supplier, any of its subcontractor and/or Supplier Staff that impacts the Contract;
(b) non-payment by the Supplier of any tax or National Insurance.

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

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

10. Intellectual Property Rights (IPRs)

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

10.2 Any New IPR created under the Contract is owned by the Buyer. The Buyer gives the Supplier a licence to use any Existing IPRs for the purpose of fulfilling its obligations under the Contract and a perpetual, royalty-free, non-exclusive licence to use any New IPRs.

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

10.4 Neither Party has the right to use the other Party's intellectual property rights, including any use of the other Party's names, logos or trademarks, except as provided in clause 10 or otherwise agreed in writing.

10.5 If any claim is made against the Buyer for actual or alleged infringement of a third party's intellectual property arising out of, or in connection with, the supply or use of the Deliverables (an "**IPR Claim**"), then the Supplier indemnifies the Buyer against all losses, damages, costs or expenses (including professional fees and fines) incurred as a result of the IPR Claim.

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

(a) obtain for the Buyer the rights in clauses 10.1 and 10.2 without infringing any third party intellectual property rights;

(b) replace or modify the relevant item with substitutes that don't infringe intellectual property rights without adversely affecting the functionality or performance of the Deliverables.

11. Ending the contract

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

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

11.3 Ending the Contract without a reason

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

11.4 When the Buyer can end the Contract

(a) If any of the following events happen, the Buyer has the right to immediately terminate its Contract by issuing a termination notice in writing to the Supplier:

(i) there's a Supplier Insolvency Event;

(ii) if the Supplier repeatedly breaches the Contract in a way to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms and conditions of the Contract;

(iii) if the Supplier is in material breach of any obligation which is capable of remedy, and that breach is not remedied within 30 days of the Supplier receiving notice specifying the breach and requiring it to be remedied;

(iv) there's a change of control (within the meaning of section 450 of the Corporation Tax Act 2010) of the Supplier which isn't pre-approved by the Buyer in writing;

(v) if the Buyer discovers that the Supplier was in one of the situations in 57 (1) or 57(2) of the Regulations at the time the Contract was awarded;

(vi) the Court of Justice of the European Union uses Article 258 of the Treaty on the Functioning of the European Union (TFEU) to declare that the Contract should not have been awarded to the Supplier because of a serious breach of the TFEU or the Regulations;

(vii) the Supplier or its affiliates embarrass or bring the Buyer into disrepute or diminish the public trust in them.

(b) If any of the events in 73(1) (a) to (c) of the Regulations (substantial modification, exclusion of the Supplier, procurement infringement) happen, the Buyer has the right to immediately terminate the Contract and clause 11.5(b) to 11.5(g) applies.

11.5 What happens if the Contract ends

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

(a) the Supplier is responsible for the Buyer's reasonable costs of procuring replacement deliverables for the rest of the term of the Contract;

(b) the Buyer's payment obligations under the terminated Contract stop immediately;

(c) accumulated rights of the Parties are not affected;

(d) the Supplier must promptly delete or return the Government Data except where required to retain copies by law;

(e) the Supplier must promptly return any of the Buyer's property provided under the Contract;

(f) the Supplier must, at no cost to the Buyer, give all reasonable assistance to the Buyer and any incoming supplier and co-operate fully in the handover and re-procurement;

(g) the following clauses survive the termination of the Contract: [3.2.10, 6, 7.2, 9, 11, 14, 15, 16, 17, 18, 34, 35] and any clauses which are expressly or by implication intended to continue.

11.6 When the Supplier can end the Contract

(a) The Supplier can issue a reminder notice if the Buyer does not pay an undisputed invoice on time. The Supplier can terminate the Contract if the Buyer fails to pay an undisputed invoiced sum due and worth over 10% of the total Contract value or £1,000, whichever is the lower, within 30 days of the date of the reminder notice.

(b) If a Supplier terminates the Contract under clause 11.6(a):

  (i) the Buyer must promptly pay all outstanding charges incurred to the Supplier;

  (ii) the Buyer must pay the Supplier reasonable committed and unavoidable losses as long as the Supplier provides a fully itemised and costed schedule with evidence - the maximum value of this payment is limited to the total sum payable to the Supplier if the Contract had not been terminated;

  (iii) clauses 11.5(d) to 11.5(g) apply.

11.7 Partially ending and suspending the Contract

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

(b) The Buyer can only partially terminate or suspend the Contract if the remaining parts of it can still be used to effectively deliver the intended purpose.

(c) The Parties must agree (in accordance with clause 24) any necessary variation required by clause 11.7, but the Supplier may not either:

  (i) reject the variation;

  (ii) increase the Charges, except where the right to partial termination is under clause 11.3.

(d) The Buyer can still use other rights available, or subsequently available to it if it acts on its rights under clause 11.7.

12. How much you can be held responsible for

12.1 Each Party's total aggregate liability under or in connection with the Contract (whether in tort, contract or otherwise) is no more than 125% of the Charges paid or payable to the Supplier.

12.2 No Party is liable to the other for:
(a) any indirect losses;
(b) loss of profits, turnover, savings, business opportunities or damage to goodwill (in each case whether direct or indirect).

12.3 In spite of clause 12.1, neither Party limits or excludes any of the following:
(a) its liability for death or personal injury caused by its negligence, or that of its employees, agents or subcontractors;
(b) its liability for bribery or fraud or fraudulent misrepresentation by it or its employees;
(c) any liability that cannot be excluded or limited by law.

12.4 In spite of clause 12.1, the Supplier does not limit or exclude its liability for any indemnity given under clauses 4.2(j), 4.2(m), 8.5, 9.3, 10.5, 13.2, 14.26(e) or 30.2(b).

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

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

13. Obeying the law

13.1 The Supplier must, in connection with provision of the Deliverables, use reasonable endeavours to:
(a) comply and procure that its subcontractors comply with the Supplier Code of Conduct appearing at (https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/779660/20190220-Supplier_Code_of_Conduct.pdf) and such other corporate social responsibility requirements as the Buyer may notify to the Supplier from time to time;
(b) support the Buyer in fulfilling its Public Sector Equality duty under S149 of the Equality Act 2010;
(c) not use nor allow its subcontractors to use modern slavery, child labour or inhumane treatment;
(d) meet the applicable Government Buying Standards applicable to Deliverables which can be found online at: https://www.gov.uk/government/collections/sustainable-procurement-the-government-buying-standards-gbs

13.2 The Supplier indemnifies the Buyer against any costs resulting from any default by the Supplier relating to any applicable law to do with the Contract.

13.3 The Supplier must appoint a Compliance Officer who must be responsible for ensuring that the Supplier complies with Law, Clause 13.1 and Clauses 27 to 32

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

14. Data protection

14.1 The Buyer is the Controller and the Supplier is the Processor for the purposes of the Data Protection Legislation.

14.2 The Supplier must process Personal Data and ensure that Supplier Staff process Personal Data only in accordance with this Contract.

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

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

14.5 The Supplier must ensure that any Supplier system holding any Government Data, including back-up data, is a secure system that complies with the security requirements specified [in writing] by the Buyer.

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

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

(a) tell the Supplier to restore or get restored Government Data as soon as practical but no later than five Working Days from the date that the Buyer receives notice, or the Supplier finds out about the issue, whichever is earlier;

(b) restore the Government Data itself or using a third party.

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

14.9 Only the Buyer can decide what processing of Personal Data a Supplier can do under the Contract and must specify it for the Contract using the template in Annex 1 of the Order Form (*Authorised Processing*).

14.10 The Supplier must only process Personal Data if authorised to do so in the Annex to the Order Form (*Authorised Processing*) by the Buyer. Any further written instructions relating to the processing of Personal Data are incorporated into Annex 1 of the Order Form.

14.11 The Supplier must give all reasonable assistance to the Buyer in the preparation of any Data Protection Impact Assessment before starting any processing, including:

(a) a systematic description of the expected processing and its purpose;

(b) the necessity and proportionality of the processing operations;

(c) the risks to the rights and freedoms of Data Subjects;

(d) the intended measures to address the risks, including safeguards, security measures and mechanisms to protect Personal Data.

14.12 The Supplier must notify the Buyer immediately if it thinks the Buyer's instructions breach the Data Protection Legislation.

14.13 The Supplier must put in place appropriate Protective Measures to protect against a Data Loss Event which must be approved by the Buyer.

14.14 If lawful to notify the Buyer, the Supplier must notify it if the Supplier is required to process Personal Data by Law promptly and before processing it.

14.15 The Supplier must take all reasonable steps to ensure the reliability and integrity of any Supplier Staff who have access to the Personal Data and ensure that they:
(a) are aware of and comply with the Supplier's duties under this clause 11;
(b) are subject to appropriate confidentiality undertakings with the Supplier or any Subprocessor;
(c) are informed of the confidential nature of the Personal Data and do not provide any of the Personal Data to any third Party unless directed in writing to do so by the Buyer or as otherwise allowed by the Contract;
(d) have undergone adequate training in the use, care, protection and handling of Personal Data.

14.16 The Supplier must not transfer Personal Data outside of the EU unless all of the following are true:
(a) it has obtained prior written consent of the Buyer;
(b) the Buyer has decided that there are appropriate safeguards (in accordance with Article 46 of the GDPR);
(c) the Data Subject has enforceable rights and effective legal remedies when transferred;
(d) the Supplier meets its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred;
(e) where the Supplier is not bound by Data Protection Legislation it must use its best endeavours to help the Buyer meet its own obligations under Data Protection Legislation; and
(f) the Supplier complies with the Buyer's reasonable prior instructions about the processing of the Personal Data.

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

14.18 Any requirement to notify under clause 14.17 includes the provision of further information to the Buyer in stages as details become available.

14.19 The Supplier must promptly provide the Buyer with full assistance in relation to any Party's obligations under Data Protection Legislation and any complaint, communication or request made under clause 14.17. This includes giving the Buyer:
(a) full details and copies of the complaint, communication or request;
(b) reasonably requested assistance so that it can comply with a Data Subject Access Request within the relevant timescales in the Data Protection Legislation;
(c) any Personal Data it holds in relation to a Data Subject on request;
(d) assistance that it requests following any Data Loss Event;
(e) assistance that it requests relating to a consultation with, or request from, the Information Commissioner's Office.

14.20 The Supplier must maintain full, accurate records and information to show it complies with this clause 14. This requirement does not apply where the Supplier employs fewer than 250 staff, unless either the Buyer determines that the processing:
(a) is not occasional;
(b) includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR;
(c) is likely to result in a risk to the rights and freedoms of Data Subjects.

14.21 The Supplier must appoint a Data Protection Officer responsible for observing its obligations in this Schedule and give the Buyer their contact details.

14.22 Before allowing any Subprocessor to process any Personal Data, the Supplier must:
(a) notify the Buyer in writing of the intended Subprocessor and processing;
(b) obtain the written consent of the Buyer;
(c) enter into a written contract with the Subprocessor so that this clause 14 applies to the Subprocessor;
(d) provide the Buyer with any information about the Subprocessor that the Buyer reasonably requires.

14.23 The Supplier remains fully liable for all acts or omissions of any Subprocessor.

14.24 At any time the Buyer can, with 30 Working Days notice to the Supplier, change this clause 14 to:
(a) replace it with any applicable standard clauses (between the controller and processor) or similar terms forming part of an applicable certification scheme under GDPR Article 42;
(b) ensure it complies with guidance issued by the Information Commissioner's Office.

14.25 The Parties agree to take account of any non-mandatory guidance issued by the Information Commissioner's Office.

14.26 The Supplier:
(a) must provide the Buyer with all Government Data in an agreed open format within 10 Working Days of a written request;

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

15. What you must keep confidential

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

15.2 In spite of clause 15.1, a Party may disclose Confidential Information which it receives from the disclosing Party in any of the following instances:
(a) where disclosure is required by applicable Law or by a court with the relevant jurisdiction if the recipient Party notifies the disclosing Party of the full circumstances, the affected Confidential Information and extent of the disclosure;
(b) if the recipient Party already had the information without obligation of confidentiality before it was disclosed by the disclosing Party;
(c) if the information was given to it by a third party without obligation of confidentiality;
(d) if the information was in the public domain at the time of the disclosure;
(e) if the information was independently developed without access to the disclosing Party's Confidential Information;
(f) to its auditors or for the purposes of regulatory requirements;
(g) on a confidential basis, to its professional advisers on a need-to-know basis;
(h) to the Serious Fraud Office where the recipient Party has reasonable grounds to believe that the disclosing Party is involved in activity that may be a criminal offence under the Bribery Act 2010.

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

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

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

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

15.6 Information which is exempt from disclosure by clause 16 is not Confidential Information.

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

16. When you can share information

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

16.2 Within the required timescales the Supplier must give the Buyer full co-operation and information needed so the Buyer can:
(a) comply with any Freedom of Information Act (FOIA) request;
(b) comply with any Environmental Information Regulations (EIR) request.

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

17. Invalid parts of the contract

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

18. No other terms apply

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

19. Other people's rights in a contract

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

20. Circumstances beyond your control

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

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

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

20.3 Where a Party terminates under clause 20.2:
(a) each party must cover its own losses;
(b) clause 11.5(b) to 11.5(g) applies.

21. Relationships created by the contract

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

22. Giving up contract rights

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

23. Transferring responsibilities

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

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

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

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

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

23.6 If the Buyer asks the Supplier for details about Subcontractors, the Supplier must provide details of Subcontractors at all levels of the supply chain including:
(a) their name;
(b) the scope of their appointment;
(c) the duration of their appointment.

24. Changing the contract

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

25. How to communicate about the contract

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

25.2 Notices to the Buyer or Supplier must be sent to their address in the Order Form.

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

26. Preventing fraud, bribery and corruption

26.1 The Supplier shall not:

(a) commit any criminal offence referred to in the Regulations 57(1) and 57(2);

(b) offer, give, or agree to give anything, to any person (whether working for or engaged by the Buyer or any other public body) an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of the Contract or any other public function or for showing or refraining from showing favour or disfavour to any person in relation to the Contract or any other public function.

26.2 The Supplier shall take all reasonable steps (including creating, maintaining and enforcing adequate policies, procedures and records), in accordance with good industry practice, to prevent any matters referred to in clause 26.1 and any fraud by the Staff and the Supplier (including its shareholders, members and directors) in connection with the Contract and shall notify the Buyer immediately if it has reason to suspect that any such matters have occurred or is occurring or is likely to occur.

26.3 If the Supplier or the Staff engages in conduct prohibited by clause 26.1 or commits fraud in relation to the Contract or any other contract with the Crown (including the Buyer) the Buyer may:

(a) terminate the Contract and recover from the Supplier the amount of any loss suffered by the Buyer resulting from the termination, including the cost reasonably incurred by the Buyer of making other arrangements for the supply of the Deliverables and any additional expenditure incurred by the Buyer throughout the remainder of the Contract; or

(b) recover in full from the Supplier any other loss sustained by the Buyer in consequence of any breach of this clause.

27. Equality, diversity and human rights

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

(a) protections against discrimination on the grounds of race, sex, gender reassignment, religion or belief, disability, sexual orientation, pregnancy, maternity, age or otherwise;

(b) any other requirements and instructions which the Buyer reasonably imposes related to equality Law.

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

28. Health and safety

28.1 The Supplier must perform its obligations meeting the requirements of:
(a) all applicable law regarding health and safety;
(b) the Buyer's current health and safety policy while at the Buyer's premises, as provided to the Supplier.

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

29. Environment

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

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

30. Tax

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

30.2 Where the Supplier or any Supplier Staff are liable to be taxed or to pay National Insurance contributions in the UK relating to payment received under the Off Contract, the Supplier must both:
(a) comply with the Income Tax (Earnings and Pensions) Act 2003 and all other statutes and regulations relating to income tax, the Social Security Contributions and Benefits Act 1992 (including IR35) and National Insurance contributions;
(b) indemnify the Buyer against any Income Tax, National Insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made during or after the Contract Period in connection with the provision of the Deliverables by the Supplier or any of the Supplier Staff.

30.3 If any of the Supplier Staff are Workers who receive payment relating to the Deliverables, then the Supplier must ensure that its contract with the Worker contains the following requirements:
(a) the Buyer may, at any time during the term of the Contract, request that the Worker provides information which demonstrates they comply with clause 30.2, or why those requirements do not apply, the Buyer can specify the information the Worker must provide and the deadline for responding;

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

31. Conflict of interest

31.1 The Supplier must take action to ensure that neither the Supplier nor the Supplier Staff are placed in the position of an actual or potential conflict between the financial or personal duties of the Supplier or the Supplier Staff and the duties owed to the Buyer under the Contract, in the reasonable opinion of the Buyer.

31.2 The Supplier must promptly notify and provide details to the Buyer if a conflict of interest happens or is expected to happen.

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

32. Reporting a breach of the contract

32.1 As soon as it is aware of it the Supplier and Supplier Staff must report to the Buyer any actual or suspected breach of law, clause 13.1, or clauses 26 to 31.

32.2 The Supplier must not retaliate against any of the Supplier Staff who in good faith reports a breach listed in clause 32.1.

33. Resolving disputes

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

33.2 If the dispute is not resolved at that meeting, the Parties can attempt to settle it by mediation using the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure current at the time of the dispute. If the Parties cannot agree on a mediator, the mediator will be nominated by CEDR. If either Party does not wish to use, or continue to use mediation, or mediation does not resolve the dispute, the dispute must be resolved using clauses 33.3 to 33.5.

33.3 Unless the Buyer refers the dispute to arbitration using clause 33.4, the Parties irrevocably agree that the courts of England and Wales have the exclusive jurisdiction to:
(a) determine the dispute;
(b) grant interim remedies;
(c) grant any other provisional or protective relief.

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

33.5 The Buyer has the right to refer a dispute to arbitration even if the Supplier has started or has attempted to start court proceedings under clause 33.3, unless the Buyer has agreed to the court proceedings or participated in them. Even if court proceedings have started, the Parties must do everything necessary to ensure that the court proceedings are stayed in favour of any arbitration proceedings if they are started under clause 33.4.

33.6 The Supplier cannot suspend the performance of the Contract during any dispute.

34. Which law applies

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

APPENDIX A - VARIATION REQUEST FORM

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

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

APPENDIX B VARIATION FORM

PROJECT TITLE:

DATE:

VARIATION No:

BETWEEN:

The Food Standards Agency (hereinafter called "the Client") & SUPPLIER (hereinafter called "the Supplier")

1. The Contract is varied as follows:

Contract x

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

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

SIGNED:

For: The Client	For: The Supplier
By:	By: . . . . .
Full Name:	Full Name: . . . . .
Position:	Title: . . . . .
Date:	Date: . . . . .