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Award Form

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

1.	Buyer	Food Standards Agency (the Buyer) Its offices are on: Clive House 70 Petty France London, SW1H 9EX
2.	Supplier	Name: IFF Research Ltd Address: Fifth Floor, St Magnus House, 3 Lower Thames Street, London, EC3R 6HD Registration number: 00849983
3.	Contract	This Contract between the Buyer and the Supplier is for the supply of Deliverables.
4.	Contract Reference	FS430602
5.	Deliverables	Small and micro food business operator (FBO) tracking survey and Audit of display of food hygiene ratings in England, Wales and Northern Ireland and business survey. See Schedule 2 (Specification) and Schedule 4 (Tender)* for further details. <i>*It is acknowledged by the Parties that the Service commencement specified by the Buyer and proposed by the Supplier shall be delayed due to Covid-19 restrictions. The revised delivery schedule will be confirmed by a Variation to Contract when known.</i>
6.	Start Date	19 th October 2020
7.	End Date	31 st March 2023
8.	Extension Period	1 Year

9.	Incorporated Terms (together these documents form the 'the Contract')	The following documents are incorporated into the Contract. Where numbers are missing we are not using these Schedules. If the documents conflict, the following order of precedence applies: <ol style="list-style-type: none"> 1. This Award Form 2. Any Special Terms (see Section 10 Special Terms in this Award Form) 3. Core Terms (version 1.0) 4. Schedule 1 (Definitions) 5. Schedule 20 (Processing Data) 6. The following Schedules (in equal order of precedence): <ul style="list-style-type: none"> ● Schedule 2 (Specification) ● Schedule 3 (Charges) ● Schedule 4 (Tender) ● Schedule 5 (Commercially Sensitive Information) ● Schedule 13 (Contract Management) ● Schedule 16 (Security) ● Schedule 20 (Processing Data) ● Schedule 21 (Variation Form) ● Schedule 22 (Insurance Requirements) ● Schedule 27 (Key Subcontractors) ● Schedule 30 (Exit Management)
10.	Special Terms	None Specified
11.	Social Value Commitment	Not Applicable
12.	Commercially Sensitive Information	Supplier's Commercially Sensitive Information: Schedule 5
13.	Charges	Details in Schedule 3 (Charges)
14.	Reimbursable expenses	Recoverable as set out in Schedule 3 (Charges)

15.	Payment Method	<p>All invoices must be sent, quoting a valid purchase order number (PO Number), to: [REDACTED]</p> <p>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.</p> <p>To avoid delay in payment it is important that the invoice is compliant and that it includes a valid PO Number, PO Number item number (if applicable) and the details (name and telephone number) of your Buyer contact (i.e. Contract Manager). Non-compliant invoices will be sent back to you, which may lead to a delay in payment.</p>
16.	Insurance	Details in Annex of Schedule 22 (Insurance Requirements).
17.	Liability	In accordance with Clause 11.1 of the Core Terms each Party's total aggregate liability in each Contract Year under the Contract (whether in tort, contract or otherwise) is no more than [the greater of £5 million or 150% of the Estimated Yearly Charges]
18.	Supplier Contract Manager	Alice Stratton, Associate Director
19.	Key Subcontractors	Key Subcontractor 1 Mystery Shopping Ltd
20.	Buyer Authorised Representative	[REDACTED]

Signed for and on behalf of the Supplier	Signed for and on behalf of the Buyer
IFF Research Ltd Name: Andrew [REDACTED] Job Title [REDACTED]	Name: [REDACTED] Job Title [REDACTED]
Date: 22/12/2020	Date: 23rd December 2020
Signature: [REDACTED]	Signature: [REDACTED]

Core Terms – Mid-tier

1. Definitions used in the contract

1.1 Interpret this Contract using Schedule 1 (Definitions).

2. How the contract works

2.1 If the Buyer decides to buy Deliverables under the Contract it must state its requirements using the Award Form). If allowed by the Regulations, the Buyer can:

- make changes to Award Form
- create new Schedules
- exclude optional template Schedules
- use Special Terms in the Award Form to add or change terms

2.2 The Contract:

- is between the Supplier and the Buyer
- includes Core Terms, Schedules and any other changes or items in the completed Award Form

2.3 The Supplier acknowledges it has all the information required to perform its obligations under the Contract before entering into it. When information is provided by the Buyer no warranty of its accuracy is given to the Supplier.

2.4 The Supplier won't be excused from any obligation, or be entitled to additional Costs or Charges because it failed to either:

- verify the accuracy of the Due Diligence Information
- properly perform its own adequate checks

2.5 The Buyer will not be liable for errors, omissions or misrepresentation of any information.

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

3. What needs to be delivered

3.1 All deliverables

3.1.1 The Supplier must provide Deliverables:

- that comply with the Specification, the Tender Response and the Contract
- using Good Industry Practice
- using its own policies, processes and internal quality control measures as long as they don't conflict with the Contract
- on the dates agreed
- that comply with Law

3.1.2 In the event that a level of warranty is not specified in the Award Form, the Supplier must provide Deliverables with a warranty of at least 90 days from Delivery against all obvious defects.

3.2 Goods clauses

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

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

3.2.3 The Supplier transfers ownership of the Goods on Delivery or payment for those Goods, whichever is earlier.

3.2.4 Risk in the Goods transfers to the Buyer on Delivery of the Goods, but remains with the Supplier if the Buyer notices damage following Delivery and lets the Supplier know within 3 Working Days of Delivery.

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

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

3.2.7 The Supplier must provide sufficient packaging for the Goods to reach the point of Delivery safely and undamaged.

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

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

3.2.10 The Supplier must indemnify the Buyer against the costs of any Recall of the Goods and give notice of actual or anticipated action about the Recall of the Goods.

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

3.2.12 The Supplier must at its own cost repair, replace, refund or substitute (at the Buyer's option and request) any Goods that the Buyer rejects because they don't conform with Clause 3. If the Supplier doesn't do this it will pay the Buyer's costs including repair or re-supply by a third party.

3.3 Services clauses

3.3.1 Late Delivery of the Services will be a Default of the Contract.

3.3.2 The Supplier must co-operate with the Buyer and third party suppliers on all aspects connected with the Delivery of the Services and ensure that Supplier Staff comply with any reasonable instructions of the Buyer or third party suppliers.

3.3.3 The Supplier must at its own risk and expense provide all Supplier Equipment required to Deliver the Services.

3.3.4 The Supplier must allocate sufficient resources and appropriate expertise to the Contract.

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

3.3.6 The Supplier must ensure all Services, and anything used to Deliver the Services, are of good quality and free from defects.

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

4 Pricing and payments

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

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4.2 All Charges:

- exclude VAT, which is payable on provision of a valid VAT invoice
- include all costs connected with the Supply of Deliverables

4.3 The Buyer must pay the Supplier the Charges within 30 days of receipt by the Buyer of a valid, undisputed invoice, in cleared funds using the payment method and details stated in the Award Form.

4.4 A Supplier invoice is only valid if it:

- includes all appropriate references including the Contract reference number and other details reasonably requested by the Buyer
- includes a detailed breakdown of Delivered Deliverables and Milestone(s) (if any)

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

4.6 The Supplier must ensure that all Subcontractors are paid, in full, within 30 days of receipt of a valid, undisputed invoice. If this does not happen, the Buyer can publish the details of the late payment or non-payment.

4.7 If the Buyer can get more favourable commercial terms for the supply at cost of any materials, goods or services used by the Supplier to provide the Deliverables and that cost is reimbursable by the Buyer, then the Buyer may either:

- require the Supplier to replace its existing commercial terms with the more favourable terms offered for the relevant items; or
- enter into a direct agreement with the Subcontractor or third party for the relevant item

4.8 If the Buyer uses Clause 4.7 then the Charges must be reduced by an agreed amount by using the Variation Procedure.

4.9 The Buyer's right to enter into a direct agreement for the supply of the relevant items is subject to both:

- the relevant item being made available to the Supplier if required to provide the Deliverables
- any reduction in the Charges excludes any unavoidable costs that must be paid by the Supplier for the substituted item, including any licence fees or early termination charges

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4.10 The Supplier has no right of set-off, counterclaim, discount or abatement unless they're ordered to do so by a court.

5. The buyer's obligations to the supplier

5.1 If Supplier Non-Performance arises from a Buyer Cause:

- the Buyer cannot terminate the Contract under Clause 10.4.1
- the Supplier is entitled to reasonable and proven additional expenses and to relief from Delay Payments, liability and Deduction under this Contract
- the Supplier is entitled to additional time needed to make the Delivery
- the Supplier cannot suspend the ongoing supply of Deliverables

5.2 Clause 5.1 only applies if the Supplier:

- gives notice to the Buyer of the Buyer Cause within 10 Working Days of becoming aware
- demonstrates that the Supplier Non-Performance only happened because of the Buyer Cause
- mitigated the impact of the Buyer Cause

6. Record keeping and reporting

6.1 The Supplier must attend Progress Meetings with the Buyer and provide Progress Reports when specified in the Award Form.

6.2 The Supplier must keep and maintain full and accurate records and accounts in respect of the Contract for 7 years after the End Date and in accordance with the GDPR.

6.3 The Supplier must allow any Auditor access to their premises to verify all contract accounts and records of everything to do with the Contract and provide copies for an Audit.

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

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6.5 If the Supplier is not providing any of the Deliverables, or is unable to provide them, it must immediately:

- tell the Buyer and give reasons
- propose corrective action
- provide a deadline for completing the corrective action

7. Supplier staff

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

- be appropriately trained and qualified
- be vetted using Good Industry Practice and the Security Policy
- comply with all conduct requirements when on the Buyer's Premises

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

7.3 If requested, the Supplier must replace any person whose acts or omissions have caused the Supplier to breach Clause 27.

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

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

8. Rights and protection

8.1 The Supplier warrants and represents that:

- it has full capacity and authority to enter into and to perform the Contract
- the Contract is executed by its authorised representative
- it is a legally valid and existing organisation incorporated in the place it was formed
- there are no known legal or regulatory actions or investigations before any court, administrative body or arbitration tribunal pending or

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threatened against it or its Affiliates that might affect its ability to perform the Contract

- it maintains all necessary rights, authorisations, licences and consents to perform its obligations under the Contract
- it doesn't have any contractual obligations which are likely to have a material adverse effect on its ability to perform the Contract
- it is not impacted by an Insolvency Event

8.2 The warranties and representations in Clauses 2.6 and 8.1 are repeated each time the Supplier provides Deliverables under the Contract.

8.3 The Supplier indemnifies the Buyer against each of the following:

- wilful misconduct of the Supplier, Subcontractor and Supplier Staff that impacts the Contract
- non-payment by the Supplier of any tax or National Insurance

8.4 All claims indemnified under this Contract must use Clause 26.

8.5 The Buyer can terminate the Contract for breach of any warranty or indemnity where they are entitled to do so.

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

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

9. Intellectual Property Rights (IPRs)

9.1 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 to both:

- receive and use the Deliverables
- make use of the deliverables provided by a Replacement Supplier

9.2 Any New IPR created under the Contract is owned by the Buyer. The Buyer gives the Supplier a licence to use any Existing IPRs and New IPRs for the purpose of fulfilling its obligations during the Contract Period.

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9.3 Where a Party acquires ownership of IPRs 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.

9.4 Neither Party has the right to use the other Party's IPRs, including any use of the other Party's names, logos or trademarks, except as provided in Clause 9 or otherwise agreed in writing.

9.5 If there is an IPR Claim, the Supplier indemnifies the Buyer against all losses, damages, costs or expenses (including professional fees and fines) incurred as a result.

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

- obtain for the Buyer the rights in Clause 9.1 and 9.2 without infringing any third party IPR
- replace or modify the relevant item with substitutes that don't infringe IPR without adversely affecting the functionality or performance of the Deliverables

10. Ending the contract

10.1 The Contract takes effect on the Start Date and ends on the End Date or earlier if required by Law.

10.2 The Buyer can extend the Contract for the Extension Period by giving the Supplier no less than 3 Months' written notice before the Contract expires.

10.3 Ending the contract without a reason

10.3.1 The Buyer has the right to terminate the Contract at any time without reason or liability by giving the Supplier at least 90 days' notice and if it's terminated Clause 10.5.2 to 10.5.7 applies.

10.4 When the Buyer can end the Contract

10.4.1 If any of the following events happen, the Buyer has the right to immediately terminate the Contract by issuing a Termination Notice to the Supplier:

- there's a Supplier Insolvency Event

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- there's a Default that is not corrected in line with an accepted Rectification Plan
- the Buyer rejects a Rectification Plan or the Supplier does not provide it within 10 days of the request
- there's any material Default of the Contract
- there's any material Default of any Joint Controller Agreement relating to the Contract
- there's a Default of Clauses 2.6, 9, 14, 15, 27, 32 or Schedule 19 (Cyber Essentials) (where applicable) relating to the Contract
- there's a consistent repeated failure to meet the Service Levels in Schedule 10 (Service Levels)
- there's a Change of Control of the Supplier which isn't pre-approved by the Buyer in writing
- there's a Variation to the Contract which cannot be agreed using Clause 24 (Changing the contract) or resolved using Clause 34 (Resolving disputes)
- 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
- 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
- the Supplier or its Affiliates embarrass or bring the Buyer into disrepute or diminish the public trust in them

10.4.2 If there is a Default, the Buyer can, without limiting its other rights, request that the Supplier provide a Rectification Plan.

10.4.3 When the Buyer receives a requested Rectification Plan it can either:

- reject the Rectification Plan or revised Rectification Plan, giving reasons
- accept the Rectification Plan or revised Rectification Plan (without limiting its rights) and the Supplier must immediately start work on the actions in the Rectification Plan at its own cost, unless agreed otherwise by the Parties

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10.4.4 Where the Rectification Plan or revised Rectification Plan is rejected, the Buyer:

- must give reasonable grounds for its decision
- may request that the Supplier provides a revised Rectification Plan within 5 Working Days

10.4.5 If any of the events in 73 (1) (a) to (c) of the Regulations happen, the Buyer has the right to immediately terminate the Contract and Clause 10.5.2 to 10.5.7 applies.

10.5 What happens if the contract ends

Where the Buyer terminates the Contract under Clause 10.4.1 all of the following apply:

10.5.1 The Supplier is responsible for the Buyer's reasonable costs of procuring Replacement Deliverables for the rest of the Contract Period.

10.5.2 The Buyer's payment obligations under the terminated Contract stop immediately.

10.5.3 Accumulated rights of the Parties are not affected.

10.5.4 The Supplier must promptly delete or return the Government Data except where required to retain copies by law.

10.5.5 The Supplier must promptly return any of the Buyer's property provided under the terminated Contract.

10.5.6 The Supplier must, at no cost to the Buyer, co-operate fully in the handover and re-procurement (including to a Replacement Supplier).

10.5.7 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 and Schedules which are expressly or by implication intended to continue.

10.6 When the supplier can end the contract

10.6.1 The Supplier can issue a Reminder Notice if the Buyer does not pay an undisputed invoice on time. The Supplier can terminate the Contract if the Buyer fails to pay an undisputed invoiced sum due and worth over 10% of the total Contract Value within 30 days of the date of the Reminder Notice.

10.6.2 If a Supplier terminates the Contract under Clause 10.6.1:

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- the Buyer must promptly pay all outstanding Charges incurred to the Supplier
- 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
- Clauses 10.5.4 to 10.5.7 apply

10.7 When subcontracts can be ended

At the Buyer's request, the Supplier must terminate any Subcontracts in any of the following events:

- there is a Change of Control of a Subcontractor which isn't pre-approved by the Buyer in writing
- the acts or omissions of the Subcontractor have caused or materially contributed to a right of termination under Clause 10.4
- a Subcontractor or its Affiliates embarrasses or brings into disrepute or diminishes the public trust in the Buyer

10.8 Partially ending and suspending the contract

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

10.8.2 The Buyer can only partially terminate or suspend the Contract if the remaining parts of that Contract can still be used to effectively deliver the intended purpose.

10.8.3 The Parties must agree any necessary Variation required by Clause 10.8 using the Variation Procedure, but the Supplier may not either:

- reject the Variation
- increase the Charges, except where the right to partial termination is under Clause 10.3

10.8.4 The Buyer can still use other rights available, or subsequently available to it if it acts on its rights under Clause 10.8.

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11. How much you can be held responsible for

11.1 Each Party's total aggregate liability in each Contract Year under the Contract (whether in tort, contract or otherwise) is no more than the greater of £5 million or 150% of the Estimated Yearly Charges unless specified in the Award Form.

11.2 No Party is liable to the other for:

- any indirect Losses
- Loss of profits, turnover, savings, business opportunities or damage to goodwill (in each case whether direct or indirect)

11.3 In spite of Clause 11.1, neither Party limits or excludes any of the following:

- its liability for death or personal injury caused by its negligence, or that of its employees, agents or Subcontractors
- its liability for bribery or fraud or fraudulent misrepresentation by it or its employees
- any liability that cannot be excluded or limited by Law

11.4 In spite of Clause 11.1, the Supplier does not limit or exclude its liability for any indemnity given under Clauses 7.5, 8.3, 9.5, 12.2 or 14.8 or Schedule 7 (Staff Transfer) of the Contract.

11.5 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.

11.6 When calculating the Supplier's liability under Clause 11.1 the following items will not be taken into consideration:

- Deductions
- any items specified in Clause 11.4

11.7 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.

12. Obeying the law

12.1 The Supplier must use reasonable endeavours to comply with the provisions of Schedule 26 (Corporate Social Responsibility).

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12.2 The Supplier indemnifies the Buyer against any costs resulting from any Default by the Supplier relating to any applicable Law.

12.3 The Supplier must appoint a Compliance Officer who must be responsible for ensuring that the Supplier complies with Law, Clause 12.1 and Clauses 27 to 32.

13. Insurance

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

14. Data protection

14.1 The Supplier must process Personal Data and ensure that Supplier Staff process Personal Data only in accordance with Schedule 20 (Processing Data).

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

14.3 The Supplier must make accessible back-ups of all Government Data, stored in an agreed off-site location and send the Buyer copies every 6 Months.

14.4 The Supplier must ensure that any Supplier system holding any Government Data, including back-up data, is a secure system that complies with the Security Policy and any applicable Security Management Plan.

14.5 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.

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

- tell the Supplier to restore or get restored Government Data as soon as practical but no later than 5 Working Days from the date that the Buyer receives notice, or the Supplier finds out about the issue, whichever is earlier
- restore the Government Data itself or using a third party

14.7 The Supplier must pay each Party's reasonable costs of complying with Clause 14.6 unless the Buyer is at fault.

14.8 The Supplier:

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- must provide the Buyer with all Government Data in an agreed open format within 10 Working Days of a written request
- must have documented processes to guarantee prompt availability of Government Data if the Supplier stops trading
- must securely destroy all Storage Media that has held Government Data at the end of life of that media using Good Industry Practice
- 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
- 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:

- keep all Confidential Information it receives confidential and secure
- 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
- 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:

- 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
- if the Recipient Party already had the information without obligation of confidentiality before it was disclosed by the Disclosing Party
- if the information was given to it by a third party without obligation of confidentiality
- if the information was in the public domain at the time of the disclosure
- if the information was independently developed without access to the Disclosing Party's Confidential Information

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- to its auditors or for the purposes of regulatory requirements
- on a confidential basis, to its professional advisers on a need-to-know basis
- 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:

- on a confidential basis to the employees, agents, consultants and contractors of the Buyer
- 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
- if the Buyer (acting reasonably) considers disclosure necessary or appropriate to carry out its public functions
- where requested by Parliament
- under Clauses 4.7 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 Transparency Information and any 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 Contracts or any part of them 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.

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16.2 Within the required timescales the Supplier must give the Buyer full co-operation and information needed so the Buyer can:

- publish the Transparency Information
- comply with any Freedom of Information Act (FOIA) request
- 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 the 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:

- provides a Force Majeure Notice to the other Party
- uses all reasonable measures practical to reduce the impact of the Force Majeure Event

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20.2 Either party can partially or fully terminate the affected 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:

- each party must cover its own Losses
- Clause 10.5.2 to 10.5.7 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:

- their name
- the scope of their appointment

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- 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

24.2 The Supplier must provide an Impact Assessment either:

- with the Variation Form, where the Supplier requests the Variation
- within the time limits included in a Variation Form requested by the Buyer

24.3 If the Variation to the Contract cannot be agreed or resolved by the Parties, the Buyer can either:

- agree that the Contract continues without the Variation
- terminate the affected Contract, unless the Supplier has already provided part or all of the provision of the Deliverables, or where the Supplier can show evidence of substantial work being carried out to provide them
- refer the Dispute to be resolved using Clause 34 (Resolving Disputes)

24.4 The Buyer is not required to accept a Variation request made by the Supplier.

24.5 If there is a General Change in Law, the Supplier must bear the risk of the change and is not entitled to ask for an increase to the Charges.

24.6 If there is a Specific Change in Law or one is likely to happen during the Contract Period the Supplier must give the Buyer notice of the likely effects of the changes as soon as reasonably practical. They must also say if they think any Variation is needed either to the Deliverables, the Charges or the Contract and provide evidence:

- that the Supplier has kept costs as low as possible, including in Subcontractor costs
- of how it has affected the Supplier's costs

24.7 Any change in the Charges or relief from the Supplier's obligations because of a Specific Change in Law must be implemented using Clauses 24.1 to 24.4.

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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 must be sent to the Buyer Authorised Representative's address or email address in the Award 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. Dealing with claims

26.1 If a Beneficiary is notified of a Claim then it must notify the Indemnifier as soon as reasonably practical and no later than 10 Working Days.

26.2 At the Indemnifier's cost the Beneficiary must both:

- allow the Indemnifier to conduct all negotiations and proceedings to do with a Claim
- give the Indemnifier reasonable assistance with the claim if requested

26.3 The Beneficiary must not make admissions about the Claim without the prior written consent of the Indemnifier which cannot be unreasonably withheld or delayed.

26.4 The Indemnifier must consider and defend the Claim diligently using competent legal advisors and in a way that doesn't damage the Beneficiary's reputation.

26.5 The Indemnifier must not settle or compromise any Claim without the Beneficiary's prior written consent which it must not unreasonably withhold or delay.

26.6 Each Beneficiary must take all reasonable steps to minimise and mitigate any losses that it suffers because of the Claim.

26.7 If the Indemnifier pays the Beneficiary money under an indemnity and the Beneficiary later recovers money which is directly related to the Claim, the Beneficiary must immediately repay the Indemnifier the lesser of either:

- the sum recovered minus any legitimate amount spent by the Beneficiary when recovering this money

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- the amount the Indemnifier paid the Beneficiary for the Claim

27. Preventing fraud, bribery and corruption

27.1 The Supplier must not during any Contract Period:

- commit a Prohibited Act or any other criminal offence in the Regulations 57(1) and 57(2)
- do or allow anything which would cause the Buyer, including any of their employees, consultants, contractors, Subcontractors or agents to breach any of the Relevant Requirements or incur any liability under them

27.2 The Supplier must during the Contract Period:

- create, maintain and enforce adequate policies and procedures to ensure it complies with the Relevant Requirements to prevent a Prohibited Act and require its Subcontractors to do the same
- keep full records to show it has complied with its obligations under Clause 27 and give copies to the Buyer on request
- if required by the Buyer, within 20 Working Days of the Start Date of the Contract, and then annually, certify in writing to the Buyer, that they have complied with Clause 27, including compliance of Supplier Staff, and provide reasonable supporting evidence of this on request, including its policies and procedures

27.3 The Supplier must immediately notify the Buyer if it becomes aware of any breach of Clauses 27.1 or 27.2 or has any reason to think that it, or any of the Supplier Staff, has either:

- been investigated or prosecuted for an alleged Prohibited Act
- been debarred, suspended, proposed for suspension or debarment, or is otherwise ineligible to take part in procurement programmes or contracts because of a Prohibited Act by any government department or agency
- received a request or demand for any undue financial or other advantage of any kind related to the Contract
- suspected that any person or Party directly or indirectly related to the Contract has committed or attempted to commit a Prohibited Act

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27.4 If the Supplier notifies the Buyer as required by Clause 27.3, the Supplier must respond promptly to their further enquiries, co-operate with any investigation and allow the Audit of any books, records and relevant documentation.

27.5 In any notice the Supplier gives under Clause 27.4 it must specify the:

- Prohibited Act
- identity of the Party who it thinks has committed the Prohibited Act
- action it has decided to take

28. Equality, diversity and human rights

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

- protections against discrimination on the grounds of race, sex, gender reassignment, religion or belief, disability, sexual orientation, pregnancy, maternity, age or otherwise
- any other requirements and instructions which the Buyer reasonably imposes related to equality Law

28.2 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.

29. Health and safety

29.1 The Supplier must perform its obligations meeting the requirements of:

- all applicable Law regarding health and safety
- the Buyer's current health and safety policy while at the Buyer's Premises, as provided to the Supplier

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

30. Environment

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

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

31. Tax

31.1 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.

31.2 Where the Charges payable under the Contract are or are likely to exceed £5 million at any point during the relevant Contract Period, and an Occasion of Tax Non-Compliance occurs, the Supplier must notify the Buyer of it within 5 Working Days including:

- the steps that the Supplier is taking to address the Occasion of Tax Non-Compliance and any mitigating factors that it considers relevant
- other information relating to the Occasion of Tax Non-Compliance that the Buyer may reasonably need

31.3 Where the Supplier or any Supplier Staff are liable to be taxed or to pay National Insurance contributions in the UK relating to payment received under the Contract, the Supplier must both:

- 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
- 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

31.4 If any of the Supplier Staff are Workers who receive payment relating to the Deliverables, then the Supplier must ensure that its contract with the Worker contains the following requirements:

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- the Buyer may, at any time during the Contract Period, request that the Worker provides information which demonstrates they comply with Clause 31.3, or why those requirements do not apply, the Buyer can specify the information the Worker must provide and the deadline for responding
- 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
- 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 31.3 or confirms that the Worker is not complying with those requirements
- the Buyer may supply any information they receive from the Worker to HMRC for revenue collection and management

32. Conflict of interest

32.1 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 of Interest.

32.2 The Supplier must promptly notify and provide details to the Buyer if a Conflict of Interest happens or is expected to happen.

32.3 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.

33. Reporting a breach of the contract

33.1 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 12.1
- Clauses 27 to 32

33.2 The Supplier must not retaliate against any of the Supplier Staff who in good faith reports a breach listed in Clause 33.1 to the Buyer or a Prescribed Person.

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34. Resolving disputes

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

34.2 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 34.3 to 34.5.

34.3 Unless the Buyer refers the Dispute to arbitration using Clause 34.4, the Parties irrevocably agree that the courts of England and Wales have the exclusive jurisdiction to:

- determine the Dispute
- grant interim remedies
- grant any other provisional or protective relief

34.4 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.

34.5 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 34.3, 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 34.4.

34.6 The Supplier cannot suspend the performance of the Contract during any Dispute.

35. Which law applies

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

Schedule 1 (Definitions)

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

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1.3.9 references to "Paragraphs" are, unless otherwise provided, references to the paragraph of the appropriate Schedules unless otherwise provided; and

1.3.10 references to a series of Clauses or Paragraphs shall be inclusive of the clause numbers specified.

1.3.11 the headings in the Contract are for ease of reference only and shall not affect the interpretation or construction of the Contract; and

1.3.12 where the Buyer is a Crown Body it shall be treated as contracting with the Crown as a whole.

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

"Achieve"	in respect of a Test, to successfully pass such Test without any Test Issues and in respect of a Milestone, the issue of a Satisfaction Certificate in respect of that Milestone and " Achieved ", " Achieving " and " Achievement " shall be construed accordingly;
"Affected Party"	the party seeking to claim relief in respect of a Force Majeure Event;
"Affiliates"	in relation to a body corporate, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control of that body corporate from time to time;
"Annex"	extra information which supports a Schedule;
"Approval"	the prior written consent of the Buyer and " Approve " and " Approved " shall be construed accordingly;
"Audit"	<p>the Buyer's right to:</p> <ul style="list-style-type: none"> a) verify the accuracy of the Charges and any other amounts payable by the Buyer under a Contract (including proposed or actual variations to them in accordance with the Contract); b) verify the costs of the Supplier (including the costs of all Subcontractors and any third party suppliers) in connection with the provision of the Services; c) verify the Open Book Data; d) verify the Supplier's and each Subcontractor's compliance with the applicable Law; e) identify or investigate actual or suspected breach of Clauses 27 to 33 and/or Schedule 26 (Corporate Social Responsibility), impropriety or accounting mistakes or any breach or threatened breach of security and in these circumstances the Buyer shall have no obligation to inform the Supplier of the purpose or objective of its investigations;

	<p>f) identify or investigate any circumstances which may impact upon the financial stability of the Supplier, any Guarantor, and/or any Subcontractors or their ability to provide the Deliverables;</p> <p>g) obtain such information as is necessary to fulfil the Buyer's obligations to supply information for parliamentary, ministerial, judicial or administrative purposes including the supply of information to the Comptroller and Auditor General;</p> <p>h) review any books of account and the internal contract management accounts kept by the Supplier in connection with the Contract;</p> <p>i) carry out the Buyer's internal and statutory audits and to prepare, examine and/or certify the Buyer's annual and interim reports and accounts;</p> <p>j) enable the National Audit Office to carry out an examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Buyer has used its resources.</p>
"Auditor"	<p>a) the Buyer's internal and external auditors;</p> <p>b) the Buyer's statutory or regulatory auditors;</p> <p>c) the Comptroller and Auditor General, their staff and/or any appointed representatives of the National Audit Office;</p> <p>d) HM Treasury or the Cabinet Office;</p> <p>e) any party formally appointed by the Buyer to carry out audit or similar review functions; and</p> <p>f) successors or assigns of any of the above;</p>
"Buyer Cause"	<p>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;</p>
"BACS"	<p>the Bankers' Automated Clearing Services, which is a scheme for the electronic processing of financial transactions within the United Kingdom;</p>
"Beneficiary"	<p>a Party having (or claiming to have) the benefit of an indemnity under this Contract;</p>

"Buyer Assets"	the Buyer's infrastructure, data, software, materials, assets, equipment or other property owned by and/or licensed or leased to the Buyer and which is or may be used in connection with the provision of the Deliverables which remain the property of the Buyer throughout the term of the Contract;
"Buyer Authorised Representative"	the representative appointed by the Buyer from time to time in relation to the Contract initially identified in the Award Form;
"Buyer Premises"	premises owned, controlled or occupied by the Buyer which are made available for use by the Supplier or its Subcontractors for the provision of the Deliverables (or any of them);
"Contract"	the contract between the Buyer and the Supplier, which consists of the terms set out and referred to in the Award Form;
"Contract Period"	the Contract Period in respect of the Contract;
"Central Government Body"	<p>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:</p> <ul style="list-style-type: none"> a) Government Department; b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal); c) Non-Ministerial Department; or d) Executive Agency;
"Change in Law"	any change in Law which impacts on the supply of the Deliverables and performance of the Contract which comes into force after the Start Date;
"Change of Control"	a change of control within the meaning of Section 450 of the Corporation Tax Act 2010;
"Charges"	the prices (exclusive of any applicable VAT), payable to the Supplier by the Buyer under the Contract, as set out in the Award Form, for the full and proper performance by the Supplier of its obligations under the Contract less any Deductions;
"Claim"	any claim which it appears that a Beneficiary is, or may become, entitled to indemnification under this Contract;
"Commercially Sensitive Information"	the Confidential Information listed in the Award Form (if any) comprising of commercially sensitive information relating to the Supplier, its IPR or its business or which the Supplier has indicated to the Buyer that, if disclosed by the Buyer, would cause the Supplier significant commercial disadvantage or material financial loss;
"Comparable Supply"	the supply of Deliverables to another Buyer of the Supplier that are the same or similar to the Deliverables;

"Compliance Officer"	the person(s) appointed by the Supplier who is responsible for ensuring that the Supplier complies with its legal obligations;
"Confidential Information"	means any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, Know-How, personnel and suppliers of the Buyer or the Supplier, including IPRs, together with information derived from the above, and any other information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential;
"Conflict of Interest"	a conflict between the financial or personal duties of the Supplier or the Supplier Staff and the duties owed to the Buyer under the Contract, in the reasonable opinion of the Buyer;
"Contract"	the contract to be entered into between the Buyer and the Supplier for the provision of the Deliverables;
"Contracts Finder"	the Government's publishing portal for public sector procurement opportunities and contract data;
"Contract Period"	the term of the Contract from the earlier of the: a) applicable Start Date; or b) the Effective Date until the applicable End Date;
"Contract Value"	the higher of the actual or expected total Charges paid or payable under the Contract where all obligations are met by the Supplier;
"Contract Year"	a consecutive period of twelve (12) Months commencing on the Start Date or each anniversary thereof;
"Control"	control in either of the senses defined in sections 450 and 1124 of the Corporation Tax Act 2010 and "Controlled" shall be construed accordingly;
"Controller"	has the meaning given to it in the GDPR;
"Core Terms"	the Buyer's standard terms and conditions for common goods and services which comprise one part of the Contract the full title of which is Core Terms – Mid-tier version 1.0;
"Costs"	the following costs (without double recovery) to the extent that they are reasonably and properly incurred by the Supplier in providing the Deliverables: a) the cost to the Supplier or the Key Subcontractor (as the context requires), calculated per Work Day, of engaging the Supplier Staff, including: i) base salary paid to the Supplier Staff; ii) employer's National Insurance contributions;

	<ul style="list-style-type: none"> iii) pension contributions; iv) car allowances; v) any other contractual employment benefits; vi) staff training; vii) work place accommodation; viii) work place IT equipment and tools reasonably necessary to provide the Deliverables (but not including items included within limb (b) below); and ix) reasonable recruitment costs, as agreed with the Buyer; <p>b) costs incurred in respect of Supplier Assets which would be treated as capital costs according to generally accepted accounting principles within the UK, which shall include the cost to be charged in respect of Supplier Assets by the Supplier to the Buyer or (to the extent that risk and title in any Supplier Asset is not held by the Supplier) any cost actually incurred by the Supplier in respect of those Supplier Assets;</p> <p>c) operational costs which are not included within (a) or (b) above, to the extent that such costs are necessary and properly incurred by the Supplier in the provision of the Deliverables; and</p> <p>d) Reimbursable Expenses to the extent these have been specified as allowable in the Award Form and are incurred in delivering any Deliverables;</p> <p>but excluding:</p> <ul style="list-style-type: none"> a) Overhead; b) financing or similar costs; c) maintenance and support costs to the extent that these relate to maintenance and/or support Deliverables provided beyond the Contract Period whether in relation to Supplier Assets or otherwise; d) taxation; e) fines and penalties; f) amounts payable under Schedule 12 (Benchmarking) where such Schedule is used; and g) non-cash items (including depreciation, amortisation, impairments and movements in provisions);
"Crown Body"	<p>the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Government and the National Assembly for Wales), including, but not limited to, government ministers and government departments</p>

	and particular bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;
"CRTPA"	the Contract Rights of Third Parties Act 1999;
"Data Protection Impact Assessment"	an assessment by the Controller of the impact of the envisaged Processing on the protection of Personal Data;
"Data Protection Legislation"	(i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the DPA 2018 to the extent that it relates to Processing of personal data and privacy; (iii) all applicable Law about the Processing of personal data and privacy;
"Data Protection Officer"	has the meaning given to it in the GDPR;
"Data Subject"	has the meaning given to it in the GDPR
"Data Subject Access Request"	a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;
"Deductions"	all Service Credits, Delay Payments (if applicable), or any other deduction which the Buyer is paid or is payable to the Buyer under the Contract;
"Default"	any breach of the obligations of the Supplier (including abandonment of the Contract in breach of its terms) or any other default (including material default), act, omission, negligence or statement of the Supplier, of its Subcontractors or any Supplier Staff howsoever arising in connection with or in relation to the subject-matter of the Contract and in respect of which the Supplier is liable to the Buyer;
"Delay Payments"	the amounts (if any) payable by the Supplier to the Buyer in respect of a delay in respect of a Milestone as specified in the Implementation Plan;
"Deliverables"	Goods and/or Services that may be ordered under the Contract including the Documentation;
"Delivery"	delivery of the relevant Deliverable or Milestone in accordance with the terms of the Contract as confirmed and accepted by the Buyer by the either (a) confirmation in writing to the Supplier; or (b) where Schedule 8 (Implementation Plan and Testing) is used issue by the Buyer of a Satisfaction Certificate. " Deliver " and " Delivered " shall be construed accordingly;
"Disaster"	the occurrence of one or more events which, either separately or cumulatively, mean that the Deliverables, or a material part thereof will be unavailable (or could reasonably be anticipated to be unavailable) for the period specified in the Award Form (for the purposes of this definition the " Disaster Period ");

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"Disclosing Party"	the Party directly or indirectly providing Confidential Information to the other Party in accordance with Clause 15 (What you must keep confidential);
"Dispute"	any claim, dispute or difference arises out of or in connection with the Contract or in connection with the negotiation, existence, legal validity, enforceability or termination of the Contract, whether the alleged liability shall arise under English law or under the law of some other country and regardless of whether a particular cause of action may successfully be brought in the English courts;
"Dispute Resolution Procedure"	the dispute resolution procedure set out in Clause 34 (Resolving disputes);
"Documentation"	<p>descriptions of the Services and Service Levels, technical specifications, user manuals, training manuals, operating manuals, process definitions and procedures, system environment descriptions and all such other documentation (whether in hardcopy or electronic form) is required to be supplied by the Supplier to the Buyer under the Contract as:</p> <p>a) would reasonably be required by a competent third party capable of Good Industry Practice contracted by the Buyer to develop, configure, build, deploy, run, maintain, upgrade and test the individual systems that provide the Deliverables</p> <p>b) is required by the Supplier in order to provide the Deliverables; and/or</p> <p>c) has been or shall be generated for the purpose of providing the Deliverables;</p>
"DOTAS"	the Disclosure of Tax Avoidance Schemes rules which require a promoter of tax schemes to tell HMRC of any specified notifiable arrangements or proposals and to provide prescribed information on those arrangements or proposals within set time limits as contained in Part 7 of the Finance Act 2004 and in secondary legislation made under vires contained in Part 7 of the Finance Act 2004 and as extended to National Insurance Contributions;
"Due Diligence Information"	any information supplied to the Supplier by or on behalf of the Buyer prior to the Start Date;
"Effective Date"	the date on which the final Party has signed the Contract;
"EIR"	the Environmental Information Regulations 2004;
"Employment Regulations"	the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) as amended or replaced or any other Regulations implementing the European Council Directive 77/187/EEC;
"End Date"	the earlier of:

	<p>a) the Expiry Date (as extended by any Extension Period exercised by the Buyer under Clause 10.2); or</p> <p>b) if the Contract is terminated before the date specified in (a) above, the date of termination of the Contract;</p>
"Environmental Policy"	to conserve energy, water, wood, paper and other resources, reduce waste and phase out the use of ozone depleting substances and minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment, including any written environmental policy of the Buyer;
"Estimated Year 1 Charges"	the anticipated total Charges payable by the Buyer in the first Contract Year specified in the Award Form;
"Estimated Yearly Charges"	<p>means for the purposes of calculating each Party's annual liability under clause 11.2 :</p> <p>i) in the first Contract Year, the Estimated Year 1 Charges; or</p> <p>ii) in any subsequent Contract Years, the Charges paid or payable in the previous Contract Year; or</p> <p>iii) after the end of the Contract, the Charges paid or payable in the last Contract Year during the Contract Period;</p>
"Equality and Human Rights Commission"	the UK Government body named as such as may be renamed or replaced by an equivalent body from time to time;
"Existing IPR"	any and all IPR that are owned by or licensed to either Party and which are or have been developed independently of the Contract (whether prior to the Start Date or otherwise);
"Expiry Date"	the date of the end of the Contract as stated in the Award Form;
"Extension Period"	such period or periods beyond which the Initial Period may be extended up to a maximum of the number of years in total specified in the Award Form;
"FOIA"	the Freedom of Information Act 2000 and any subordinate legislation made under that Act from time to time 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, circumstance, matter or cause affecting the performance by either the Buyer or the Supplier of its obligations arising from:

	<p>a) acts, events, omissions, happenings or non-happenings beyond the reasonable control of the Affected Party which prevent or materially delay the Affected Party from performing its obligations under a Contract;</p> <p>a) riots, civil commotion, war or armed conflict, acts of terrorism, nuclear, biological or chemical warfare;</p> <p>b) acts of a Crown Body, local government or regulatory bodies;</p> <p>c) fire, flood or any disaster; or</p> <p>d) an industrial dispute affecting a third party for which a substitute third party is not reasonably available but excluding:</p> <p>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;</p> <p>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</p> <p>iii) any failure of delay caused by a lack of funds;</p>
"Force Majeure Notice"	a written notice served by the Affected Party on the other Party stating that the Affected Party believes that there is a Force Majeure Event;
"Award Form"	the document outlining the Incorporated Terms and crucial information required for the Contract, to be executed by the Supplier and the Buyer;
" Incorporated Terms"	the contractual terms applicable to the Contract specified in the Award Form;
" Special Terms"	any additional terms and conditions specified in the Award Form incorporated into the Contract;
" Tender Response"	the tender submitted by the Supplier to the Buyer and annexed to or referred to in Schedule 4 (Tender);
"GDPR"	the General Data Protection Regulation (Regulation (EU) 2016/679)
"General Anti-Abuse Rule"	<p>a) the legislation in Part 5 of the Finance Act 2013 and; and</p> <p>b) any future legislation introduced into parliament to counteract tax advantages arising from abusive arrangements to avoid National Insurance contributions;</p>
"General Change in Law"	a Change in Law where the change is of a general legislative nature (including taxation or duties of any sort affecting the Supplier) or which affects or relates to a Comparable Supply;
"Goods"	goods made available by the Supplier as specified in Schedule 2 (Specification) and in relation to a Contract as specified in the Award Form;

"Good Industry Practice"	standards, practices, methods and procedures conforming to the Law and the exercise of the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged within the relevant industry or business sector;
"Government"	the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Government and the National Assembly for Wales), including government ministers and government departments and other bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;
"Government Data"	<p>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:</p> <ul style="list-style-type: none"> 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;
"Government Procurement Card"	the Government's preferred method of purchasing and payment for low value goods or services https://www.gov.uk/government/publications/government-procurement-card--2 ;
"Guarantor"	the person (if any) who has entered into a guarantee in the form set out in Schedule 23 (Guarantee) in relation to this Contract;
"Halifax Abuse Principle"	the principle explained in the CJEU Case C-255/02 Halifax and others;
"HMRC"	Her Majesty's Revenue and Customs;
"ICT Policy"	the Buyer's policy in respect of information and communications technology, referred to in the Award Form, which is in force as at the Start Date (a copy of which has been supplied to the Supplier), as updated from time to time in accordance with the Variation Procedure;
"Impact Assessment"	<p>an assessment of the impact of a Variation request by the Buyer completed in good faith, including:</p> <ul style="list-style-type: none"> a) details of the impact of the proposed Variation on the Deliverables and the Supplier's ability to meet its other obligations under the Contract; b) details of the cost of implementing the proposed Variation; c) details of the ongoing costs required by the proposed Variation when implemented, including any increase or decrease in the Charges (as applicable), any alteration in the resources and/or

	<p>expenditure required by either Party and any alteration to the working practices of either Party;</p> <p>d) a timetable for the implementation, together with any proposals for the testing of the Variation; and</p> <p>e) such other information as the Buyer may reasonably request in (or in response to) the Variation request;</p>
"Implementation Plan"	the plan for provision of the Deliverables set out in Schedule 8 (Implementation Plan and Testing) where that Schedule is used or otherwise as agreed between the Supplier and the Buyer;
"Indemnifier"	a Party from whom an indemnity is sought under this Contract;
"Independent Control"	where a Controller has provided Personal Data to another Party which is not a Processor or a Joint Controller because the recipient itself determines the purposes and means of Processing but does so separately from the Controller providing it with Personal Data and "Independent Controller" shall be construed accordingly;
"Indexation"	the adjustment of an amount or sum in accordance with the Award Form;
"Information"	has the meaning given under section 84 of the Freedom of Information Act 2000;
"Information Commissioner"	the UK's independent authority which deals with ensuring information relating to rights in the public interest and data privacy for individuals is met, whilst promoting openness by public bodies;
"Initial Period"	the initial term of the Contract specified in the Award Form;
"Insolvency Event"	<p>in respect of a person:</p> <p>a) a proposal is made for a voluntary arrangement within Part I of the Insolvency Act 1986 or of any other composition scheme or arrangement with, or assignment for the benefit of, its creditors; or</p> <p>b) a shareholders' meeting is convened for the purpose of considering a resolution that it be wound up or a resolution for its winding-up is passed (other than as part of, and exclusively for the purpose of, a bona fide reconstruction or amalgamation); or</p> <p>c) a petition is presented for its winding up (which is not dismissed within fourteen (14) Working Days of its service) or an application is made for the appointment of a provisional liquidator or a creditors' meeting is convened pursuant to section 98 of the Insolvency Act 1986; or</p> <p>d) a receiver, administrative receiver or similar officer is appointed over the whole or any part of its business or assets; or</p> <p>e) an application order is made either for the appointment of an administrator or for an administration order, an administrator is</p>

	<p>appointed, or notice of intention to appoint an administrator is given; or</p> <p>f) it is or becomes insolvent within the meaning of section 123 of the Insolvency Act 1986; or</p> <p>g) being a "small company" within the meaning of section 382(3) of the Companies Act 2006, a moratorium comes into force pursuant to Schedule A1 of the Insolvency Act 1986; or</p> <p>h) where the person is an individual or partnership, any event analogous to those listed in limbs (a) to (g) (inclusive) occurs in relation to that individual or partnership; or</p> <p>i) any event analogous to those listed in limbs (a) to (h) (inclusive) occurs under the law of any other jurisdiction;</p>
"Installation Works"	all works which the Supplier is to carry out at the beginning of the Contract Period to install the Goods in accordance with the Contract;
"Intellectual Property Rights" or "IPR"	<p>a) copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in internet domain names and website addresses and other rights in trade or business names, goodwill, designs, Know-How, trade secrets and other rights in Confidential Information;</p> <p>b) applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction; and</p> <p>c) all other rights having equivalent or similar effect in any country or jurisdiction;</p>
"Invoicing Address"	the address to which the Supplier shall Invoice the Buyer as specified in the Award Form;
"IPR Claim"	any claim of infringement or alleged infringement (including the defence of such infringement or alleged infringement) of any IPR, used to provide the Deliverables or otherwise provided and/or licensed by the Supplier (or to which the Supplier has provided access) to the Buyer in the fulfilment of its obligations under the Contract;
"IR35"	the off-payroll rules requiring individuals who work through their company pay the same tax and National Insurance contributions as an employee which can be found online at: https://www.gov.uk/guidance/ir35-find-out-if-it-applies ;
"Joint Controller Agreement"	the agreement (if any) entered into between the Buyer and the Supplier substantially in the form set out in Annex 2 of Schedule 20 (<i>Processing Data</i>);
"Joint Controllers"	where two or more Controllers jointly determine the purposes and means of Processing;

"Key Personnel"	the individuals (if any) identified as such in the Award Form;
"Key Sub-Contract"	each Sub-Contract with a Key Subcontractor;
"Key Subcontractor"	<p>any Subcontractor:</p> <p>a) which is relied upon to deliver any work package within the Deliverables in their entirety; and/or</p> <p>b) which, in the opinion of the Buyer performs (or would perform if appointed) a critical role in the provision of all or any part of the Deliverables; and/or</p> <p>c) with a Sub-Contract with the Contract value which at the time of appointment exceeds (or would exceed if appointed) 10% of the aggregate Charges forecast to be payable under the Contract,</p> <p>and the Supplier shall list all such Key Subcontractors in section 29 of the Award Form;</p>
"Know-How"	all ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know-how relating to the Deliverables but excluding know-how already in the other Party's possession before the applicable Start Date;
"Law"	any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the Supplier is bound to comply;
"LED"	Law Enforcement Directive (Directive (EU) 2016/680)
"Losses"	all losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise and " Loss " shall be interpreted accordingly;
"Lots"	the number of lots specified in Schedule 2 (Specification), if applicable;
"Marketing Contact"	shall be the person identified in the Award Form;
"Milestone"	an event or task described in the Implementation Plan;
"Milestone Date"	the target date set out against the relevant Milestone in the Implementation Plan by which the Milestone must be Achieved;
"Month"	a calendar month and " Monthly " shall be interpreted accordingly;

"National Insurance"	contributions required by the National Insurance Contributions Regulations 2012 (SI 2012/1868) made under section 132A of the Social Security Administration Act 1992;
"New IPR"	<p>a) IPR in items created by the Supplier (or by a third party on behalf of the Supplier) specifically for the purposes of the Contract and updates and amendments of these items including (but not limited to) database schema; and/or</p> <p>b) IPR in or arising as a result of the performance of the Supplier's obligations under the Contract and all updates and amendments to the same;</p> <p>but shall not include the Supplier's Existing IPR;</p>
"Occasion of Tax Non – Compliance"	<p>where:</p> <p>a) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 which is found on or after 1 April 2013 to be incorrect as a result of:</p> <ul style="list-style-type: none"> i) a Relevant Tax Authority successfully challenging the Supplier under the General Anti-Abuse Rule or the Halifax Abuse Principle or under any tax rules or legislation in any jurisdiction that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle; ii) the failure of an avoidance scheme which the Supplier was involved in, and which was, or should have been, notified to a Relevant Tax Authority under the DOTAS or any equivalent or similar regime in any jurisdiction; and/or <p>b) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 which gives rise, on or after 1 April 2013, to a criminal conviction in any jurisdiction for tax related offences which is not spent at the Start Date or to a civil penalty for fraud or evasion;</p>
"Open Book Data"	<p>complete and accurate financial and non-financial information which is sufficient to enable the Buyer to verify the Charges already paid or payable and Charges forecast to be paid during the remainder of the Contract, including details and all assumptions relating to:</p> <p>a) the Supplier's Costs broken down against each Good and/or Service and/or Deliverable, including actual capital expenditure (including capital replacement costs) and the unit cost and total actual costs of all Deliverables;</p> <p>b) operating expenditure relating to the provision of the Deliverables including an analysis showing:</p> <ul style="list-style-type: none"> i) the unit costs and quantity of Goods and any other consumables and bought-in Deliverables;

	<ul style="list-style-type: none"> ii) manpower resources broken down into the number and grade/role of all Supplier Staff (free of any contingency) together with a list of agreed rates against each manpower grade; iii) a list of Costs underpinning those rates for each manpower grade, being the agreed rate less the Supplier Profit Margin; and iv) Reimbursable Expenses, if allowed under the Award Form; <p>c) Overheads;</p> <p>d) all interest, expenses and any other third party financing costs incurred in relation to the provision of the Deliverables;</p> <p>e) the Supplier Profit achieved over the Contract Period and on an annual basis;</p> <p>f) confirmation that all methods of Cost apportionment and Overhead allocation are consistent with and not more onerous than such methods applied generally by the Supplier;</p> <p>g) an explanation of the type and value of risk and contingencies associated with the provision of the Deliverables, including the amount of money attributed to each risk and/or contingency; and</p> <p>h) the actual Costs profile for each Service Period;</p>
"Overhead"	those amounts which are intended to recover a proportion of the Supplier's or the Key Subcontractor's (as the context requires) indirect corporate costs (including financing, marketing, advertising, research and development and insurance costs and any fines or penalties) but excluding allowable indirect costs apportioned to facilities and administration in the provision of Supplier Staff and accordingly included within limb (a) of the definition of "Costs";
"Parliament"	takes its natural meaning as interpreted within by Law;
"Party"	the Buyer or the Supplier and " Parties " shall mean both of them where the context permits;
"Personal Data"	has the meaning given to it in the GDPR;
"Personal Data Breach"	has the meaning given to it in the GDPR;
"Prescribed Person"	a legal adviser, an MP or an appropriate body which a whistle-blower may make a disclosure to as detailed in 'Whistleblowing: list of prescribed people and bodies', 24 November 2016, available online at: https://www.gov.uk/government/publications/blowing-the-whistle-list-of-prescribed-people-and-bodies--2/whistleblowing-list-of-prescribed-people-and-bodies ;
"Progress Meeting"	a meeting between the Buyer Authorised Representative and the Supplier Authorised Representative;

"Progress Meeting Frequency"	the frequency at which the Supplier shall conduct a Progress Meeting in accordance with Clause 6.1 as specified in the Award Form;
"Progress Report"	a report provided by the Supplier indicating the steps taken to achieve Milestones or delivery dates;
"Progress Report Frequency"	the frequency at which the Supplier shall deliver Progress Reports in accordance with Clause 6.1 as specified in the Award Form;
"Prohibited Acts"	<p>a) to directly or indirectly offer, promise or give any person working for or engaged by the Buyer or any other public body a financial or other advantage to:</p> <ul style="list-style-type: none"> i) induce that person to perform improperly a relevant function or activity; or ii) reward that person for improper performance of a relevant function or activity; <p>b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with the Contract; or</p> <p>c) committing any offence:</p> <ul style="list-style-type: none"> i) under the Bribery Act 2010 (or any legislation repealed or revoked by such Act); or ii) under legislation or common law concerning fraudulent acts; or iii) defrauding, attempting to defraud or conspiring to defraud the Buyer or other public body; or <p>d) any activity, practice or conduct which would constitute one of the offences listed under (c) above if such activity, practice or conduct had been carried out in the UK;</p>
"Protective Measures"	<p>technical and organisational measures which must take account of:</p> <ul style="list-style-type: none"> a) the nature of the data to be protected b) harm that might result from Data Loss Event; c) state of technological development d) the cost of implementing any measures <p>including but not limited to pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it.</p>

"Recall"	a request by the Supplier to return Goods to the Supplier or the manufacturer after the discovery of safety issues or defects (including defects in the IPR rights) that might endanger health or hinder performance;
"Recipient Party"	the Party which receives or obtains directly or indirectly Confidential Information;
"Rectification Plan"	<p>the Supplier's plan (or revised plan) to rectify it's breach using the template in Schedule 25 (Rectification Plan Template) which shall include:</p> <ul style="list-style-type: none"> a) full details of the Default that has occurred, including a root cause analysis; b) the actual or anticipated effect of the Default; and c) the steps which the Supplier proposes to take to rectify the Default (if applicable) and to prevent such Default from recurring, including timescales for such steps and for the rectification of the Default (where applicable);
"Rectification Plan Process"	the process set out in Clause 10.4.2 to 10.4.4 (Rectification Plan Process);
"Regulations"	the Public Contracts Regulations 2015 and/or the Public Contracts (Scotland) Regulations 2015 (as the context requires);
"Reimbursable Expenses"	<p>the reasonable out of pocket travel and subsistence (for example, hotel and food) expenses, properly and necessarily incurred in the performance of the Services, calculated at the rates and in accordance with the Buyer's expenses policy current from time to time, but not including:</p> <ul style="list-style-type: none"> a) travel expenses incurred as a result of Supplier Staff travelling to and from their usual place of work, or to and from the premises at which the Services are principally to be performed, unless the Buyer otherwise agrees in advance in writing; and b) subsistence expenses incurred by Supplier Staff whilst performing the Services at their usual place of work, or to and from the premises at which the Services are principally to be performed;
"the Buyer's Confidential Information"	<ul style="list-style-type: none"> a) all Personal Data and any information, however it is conveyed, that relates to the business, affairs, developments, property rights, trade secrets, Know-How and IPR of the Buyer (including all Buyer Existing IPR and New IPR); b) any other information clearly designated as being confidential (whether or not it is marked "confidential") or which ought reasonably be considered confidential which comes (or has come) to the Buyer's attention or into the Buyer's possession in connection with the Contract; and <p>information derived from any of the above;</p>

"Relevant Requirements"	all applicable Law relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State pursuant to section 9 of the Bribery Act 2010;
"Relevant Tax Authority"	HMRC, or, if applicable, the tax authority in the jurisdiction in which the Supplier is established;
"Reminder Notice"	a notice sent in accordance with Clause 10.6 given by the Supplier to the Buyer providing notification that payment has not been received on time;
"Replacement Deliverables"	any deliverables which are substantially similar to any of the Deliverables and which the Buyer receives in substitution for any of the Deliverables , whether those goods are provided by the Buyer internally and/or by any third party;
"Replacement Subcontractor"	a Subcontractor of the Replacement Supplier to whom Transferring Supplier Employees will transfer on a Service Transfer Date (or any Subcontractor of any such Subcontractor);
"Replacement Supplier"	any third party provider of Replacement Deliverables appointed by or at the direction of the Buyer from time to time or where the Buyer is providing Replacement Deliverables for its own account, shall also include the Buyer;
"Request For Information"	a request for information or an apparent request relating to the Contract for the provision of the Deliverables or an apparent request for such information under the FOIA or the EIRs;
"Required Insurances"	the insurances required by Schedule 22 (Insurance Requirements);
"Satisfaction Certificate"	the certificate (materially in the form of the document contained in Annex 2 of Part B of Schedule 8 (Implementation Plan and Testing) or as agreed by the Parties where Schedule 8 is not used in this Contract) granted by the Buyer when the Supplier has Achieved a Milestone or a Test;
"Schedules"	any attachment to the Contract which contains important information specific to each aspect of buying and selling;
"Security Management Plan"	the Supplier's security management plan prepared pursuant to Schedule 16 (Security) (if applicable);
"Security Policy"	the Buyer's security policy, referred to in the Award Form, in force as at the Start Date (a copy of which has been supplied to the Supplier), as updated from time to time and notified to the Supplier;
"Serious Fraud Office"	the UK Government body named as such as may be renamed or replaced by an equivalent body from time to time;
"Service Levels"	any service levels applicable to the provision of the Deliverables under the Contract (which, where Schedule 10 (Service Levels) is

	used in this Contract, are specified in the Annex to Part A of such Schedule);
"Service Period"	has the meaning given to it in the Award Form;
"Services"	services made available by the Supplier as specified in Schedule 2 (Specification) and in relation to a Contract as specified in the Award Form;
"Service Transfer"	any transfer of the Deliverables (or any part of the Deliverables), for whatever reason, from the Supplier or any Subcontractor to a Replacement Supplier or a Replacement Subcontractor;
"Service Transfer Date"	the date of a Service Transfer;
"Sites"	any premises (including the Buyer Premises, the Supplier's premises or third party premises) from, to or at which: a) the Deliverables are (or are to be) provided; or b) the Supplier manages, organises or otherwise directs the provision or the use of the Deliverables; c) those premises at which any Supplier Equipment or any part of the Supplier System is located (where ICT Services are being provided)
"SME"	an enterprise falling within the category of micro, small and medium sized enterprises defined by the Commission Recommendation of 6 May 2003 concerning the definition of micro, small and medium enterprises;
"Special Terms"	any additional Clauses set out in the Award Form which shall form part of the respective Contract;
"Specific Change in Law"	a Change in Law that relates specifically to the business of the Buyer and which would not affect a Comparable Supply where the effect of that Specific Change in Law on the Deliverables is not reasonably foreseeable at the Start Date;
"Specification"	the specification set out in Schedule 2 (Specification), as may, in relation to the Contract, be supplemented by the Award Form;
"Standards"	any: a) standards published by BSI British Standards, the National Standards Body of the United Kingdom, the International Organisation for Standardisation or other reputable or equivalent bodies (and their successor bodies) that a skilled and experienced operator in the same type of industry or business sector as the Supplier would reasonably and ordinarily be expected to comply with;

	<p>b) standards detailed in the specification in Schedule 2 (Specification);</p> <p>c) standards detailed by the Buyer in the Award Form or agreed between the Parties from time to time;</p> <p>d) relevant Government codes of practice and guidance applicable from time to time;</p>
"Start Date"	the date specified on the Award Form;
"Storage Media"	the part of any device that is capable of storing and retrieving data;
"Sub-Contract"	<p>any contract or agreement (or proposed contract or agreement), other than a Contract, pursuant to which a third party:</p> <p>a) provides the Deliverables (or any part of them);</p> <p>b) provides facilities or services necessary for the provision of the Deliverables (or any part of them); and/or</p> <p>c) is responsible for the management, direction or control of the provision of the Deliverables (or any part of them);</p>
"Subcontractor"	any person other than the Supplier, who is a party to a Sub-Contract and the servants or agents of that person;
"Subprocessor"	any third Party appointed to process Personal Data on behalf of the Supplier related to the Contract;
"Supplier"	the person, firm or company identified in the Award Form;
"Supplier Assets"	all assets and rights used by the Supplier to provide the Deliverables in accordance with the Contract but excluding the Buyer Assets;
"Supplier Authorised Representative"	the representative appointed by the Supplier named in the Award Form, or later defined in a Contract;
"Supplier's Confidential Information"	<p>a) any information, however it is conveyed, that relates to the business, affairs, developments, IPR of the Supplier (including the Supplier Existing IPR) trade secrets, Know-How, and/or personnel of the Supplier;</p> <p>b) any other information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential and which comes (or has come) to the Supplier's attention or into the Supplier's possession in connection with the Contract;</p> <p>c) Information derived from any of (a) and (b) above;</p>
"Supplier's Contract Manager"	the person identified in the Award Form appointed by the Supplier to oversee the operation of the Contract and any alternative person

	whom the Supplier intends to appoint to the role, provided that the Supplier informs the Buyer prior to the appointment;
"Supplier Equipment"	the Supplier's hardware, computer and telecoms devices, equipment, plant, materials and such other items supplied and used by the Supplier (but not hired, leased or loaned from the Buyer) in the performance of its obligations under this Contract;
"Supplier Non-Performance"	where the Supplier has failed to: <ul style="list-style-type: none"> a) Achieve a Milestone by its Milestone Date; b) provide the Goods and/or Services in accordance with the Service Levels ; and/or c) comply with an obligation under the Contract;
"Supplier Profit"	in relation to a period, the difference between the total Charges (in nominal cash flow terms but excluding any Deductions and total Costs (in nominal cash flow terms) in respect of the Contract for the relevant period;
"Supplier Profit Margin"	in relation to a period or a Milestone (as the context requires), the Supplier Profit for the relevant period or in relation to the relevant Milestone divided by the total Charges over the same period or in relation to the relevant Milestone and expressed as a percentage;
"Supplier Staff"	all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any Subcontractor engaged in the performance of the Supplier's obligations under the Contract;
"Supply Chain Information Report Template"	the document at Annex 1 of Schedule 18 Supply Chain Visibility;
"Supporting Documentation"	sufficient information in writing to enable the Buyer to reasonably assess whether the Charges, Reimbursable Expenses and other sums due from the Buyer under the Contract detailed in the information are properly payable;
"Termination Notice"	a written notice of termination given by one Party to the other, notifying the Party receiving the notice of the intention of the Party giving the notice to terminate the Contract on a specified date and setting out the grounds for termination;
"Test Issue"	any variance or non-conformity of the Deliverables or Deliverables from their requirements as set out in the Contract;
"Test Plan"	a plan: <ul style="list-style-type: none"> a) for the Testing of the Deliverables; and b) setting out other agreed criteria related to the achievement of Milestones;

"Tests and Testing"	any tests required to be carried out pursuant to the Contract as set out in the Test Plan or elsewhere in the Contract and "Tested" shall be construed accordingly;
"Third Party IPR"	Intellectual Property Rights owned by a third party which is or will be used by the Supplier for the purpose of providing the Deliverables;
"Transferring Supplier Employees"	those employees of the Supplier and/or the Supplier's Subcontractors to whom the Employment Regulations will apply on the Service Transfer Date;
"Transparency Information"	the Transparency Reports and the content of the Contract, including any changes to this Contract agreed from time to time, except for – <ul style="list-style-type: none"> b) (i) any information which is exempt from disclosure in accordance with the provisions of the FOIA, which shall be determined by the Buyer; and (ii) Commercially Sensitive Information;
"Transparency Reports"	the information relating to the Deliverables and performance pursuant to the Contract which the Supplier is required to provide to the Buyer in accordance with the reporting requirements in Schedule 6 (Transparency Reports);
"Variation"	has the meaning given to it in Clause 24 (Changing the contract);
"Variation Form"	the form set out in Schedule 21 (Variation Form);
"Variation Procedure"	the procedure set out in Clause 24 (Changing the contract);
"VAT"	value added tax in accordance with the provisions of the Value Added Tax Act 1994;
"VCSE"	a non-governmental organisation that is value-driven and which principally reinvests its surpluses to further social, environmental or cultural objectives;
"Worker"	any one of the Supplier Staff which the Buyer, in its reasonable opinion, considers is an individual to which Procurement Policy Note 08/15 (Tax Arrangements of Public Appointees) (https://www.gov.uk/government/publications/procurement-policy-note-0815-tax-arrangements-of-appointees) applies in respect of the Deliverables; and
"Working Day"	any day other than a Saturday or Sunday or public holiday in England and Wales unless specified otherwise by the Parties in the Award Form.
"Work Day"	7.5 Work Hours, whether or not such hours are worked consecutively and whether or not they are worked on the same day;
"Work Hours"	the hours spent by the Supplier Staff properly working on the provision of the Deliverables including time spent travelling (other

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	than to and from the Supplier's offices, or to and from the Sites) but excluding lunch breaks;
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Schedule 2 (Specification)

This Schedule sets out what the Buyer wants.

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

THE SPECIFICATION, INCLUDING PROJECT TIMETABLE AND EVALUATION OF TENDERS

General Introduction

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

The FSA is committed to openness, transparency and equality of treatment to all suppliers. As well as these principles, for science projects the final project report will be published on the Food Standards Agency website (www.food.gov.uk). For science projects (including social research) we will encourage contractors to publish their work in peer reviewed scientific publications wherever possible. Also, in line with the Government's Transparency Agenda which aims to encourage more open access to data held by government, the Agency is developing a policy on the release of underpinning data from all of its science- and evidence-gathering projects. Data should be made freely available in an accessible format, as fully and as promptly as possible. Consideration should be given to data management as new contracts are being negotiated. Resource implications for this should be taken into account. The mechanism for publishing underpinning data should allow the widest opportunity to enable its re-use. Where possible, underpinning data should be included in the final project report. Where data are included in the final report in pdf format, they should also be published separately in a format that can be used for further analysis. Large data sets can be provided separately in an annex to the report, and published, where possible, alongside the final report online Where it is more appropriate to publish

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underpinning data in an existing database, archive, repository or other community resource, or for data to be saved in a specialist proprietary format, information will be provided on how the data can be accessed. There will be some circumstances where release of data may need to be restricted or anonymised for reasons of commercial and/or personal sensitivities.

SPECIFICATION:

1. Summary

Historically, the Food Standards Agency (FSA) has separately commissioned the following studies on an annual basis:

- The small and micro food business operator (FBO) tracker
- The audit of display of food hygiene ratings in England, Wales and Northern Ireland and business survey

As both projects represent the FSA's key social research into food businesses, we wish to commission both projects together through the same contractor for future waves. Both projects utilise a similar sample source (see section 5; 'sample and methodology' for further information) and have a similar data collection and publication cycle. Each project is outlined separately, in further detail, below. The move to commission both projects together is to streamline the commissioning process and to ensure that a single contractor is responsible for our business-contact surveys, rather than commissioning them separately; this will consolidate the expertise in this subject area. A single appointed contractor should also improve efficiency as the sampling processes for both projects can be harmonised.

The commission is for three years, with annual break clauses to review the process. Therefore, the appointed contractor will deliver three annual cycles of both the small and micro food business operator (FBO) tracker and the audit of display of food hygiene ratings in England, Wales and Northern Ireland, and business survey. Due to the COVID-19 pandemic, the FSA requires contractors to work with increasing flexibility, as the FSA may need to amend the contents of surveys or delay fieldwork

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in order to keep to government guidelines on data collection. For this reason, all tender applications should address how the project can be scaled up or down to meet the changing needs of the FSA during the pandemic and its aftermath. This may include, for example, a reduction in survey length or a delay in fieldwork. It could also mean that the contents of the surveys change to understand business' COVID-19 response.

2. Small and micro FBO tracking survey

The FSA wishes to recommission a tracking study with small and micro FBOs, to take place on an annual basis in England, Wales and Northern Ireland.

The Small and Micro FBO tracker survey was initially undertaken in October 2018 and the second wave was carried out in October 2019 (available on [the FSA website](#)). The retender process will be used as an opportunity for the FSA to review all aspects of the survey, including questionnaire design, administration and reporting/dissemination approach. The FSA has already begun an internal review of the Wave 2 report with FSA stakeholders to help inform this process. The contractor should work with the FSA to inform this review process, help to streamline the questionnaire, and make room for new topics of interest (for example, the impact of COVID-19 on food businesses). For 2020, the appointed contractor will be expected to review the questionnaire and materials with the FSA to improve them and refine them according to our needs. Newly added questions to the survey may require cognitive testing, however this may not be necessary (due to tight timescales) in 2020, but tender applications should account for their skills and ability to provide this service should it be required. On an annual basis, the questionnaire will be reviewed and amended, and the contractor should assist with this process; applications should provide a separate breakdown of costs to support this annual review cycle, which may also include helping the FSA to run workshops with policy colleagues to review the scope of the questionnaire.

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2.1 Background

The FSA has been tracking small and micro FBO's attitudes towards food-related topics, and trust in the FSA and food system since 2018 for evaluation purposes and to inform engagement activity. The survey was initially developed to assess the perceived impact of changes as a result of EU Exit and the Achieving Business Compliance (ABC) programme.

The goal of the ABC programme is to modernise the regulation of food businesses in England, Wales and Northern Ireland. This is needed in part because the food industry itself continues to undergo change and because the conditions for the current regulatory regime to operate cannot be sustained in the long term. In order to guarantee consumers that "food is safe and what it says it is" (a core objective of the FSA), the regulatory regime for food needs to move from the current 'one size fits all' approach to a new regulatory framework that will be dynamic and flexible to adapt as circumstances change and technology develops in the future, and addresses potential problems before they occur.

The tracker has become the flagship survey of small and micro FBOs for the FSA and will continue to develop to capture key topics of interest in the current political climate.

2.2 Research Aims

The current aims and objectives of the tracker are:

- To gain insight, and understand the implications of EU Exit on small and micro enterprises
- To 'unpack' attitudes towards regulation to deepen insights and knowledge of small and micro enterprises, including with regards to the FSA's ABC priority
- To measure trust in the FSA and extent to which FSA is considered a modern, accountable regulator

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- Any other issues as required (in the past, this has included understanding of anti-microbial resistance, allergens and food hygiene issues and business views on the National Food Crime Unit (NFCU)).

These aims and objectives will be reviewed for Wave 3 and for each subsequent wave to ensure that the tracker continues to be aligned to FSA priorities. The contractor will need to work with the FSA to review all aspects of the survey (from design to outputs) at each wave.

2.3 Research Approach

The survey is conducted in September/October/November each year, using telephone interviews to survey small (10-49 employees) and micro (up to 10 employees) FBOs, with a representative sample based on country and business sector. The first wave was conducted in 2018, and the second wave in 2019 with 644 completed interviews (average interview length of 23 minutes). In the second wave the samples within Wales and Northern Ireland were doubled in order to further increase the scope for analysis in these nations. The data was weighted to latest available ONS [Inter-Departmental Business Register \(IDBR\)](#) statistics (March 2018) so that the statistics reported are representative of the actual business population structure by size, sector and nation. Franchises are excluded from the sample. The businesses in scope for this survey are outlined in Annex 1, and the sample and methodology details from Wave 2 are provided in Annex 2. It should be noted that whilst previous methods and survey materials are provided in the appendix, they are for illustrative purposes only. The newly appointed contractor would be expected to review, amend, and develop existing materials for future waves in line with the FSAs priorities.

The FSA would like to maintain a consistent research approach to previous waves; however, we are interested in utilising/piloting an online methodology (see section 5 of this specification for further discussion on this). This would require an online pilot in 2020 to assess the suitability of an online approach, ran in parallel to the usual telephone survey so that results would not be impacted. In future waves, an online

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approach could then be utilised following a successful pilot. In their response, tenders should discuss how an online methodology could be tested for this survey.

In summary, the FSA would like tenders to offer a response that is consistent with previous waves in terms of questionnaire length, general questionnaire themes/survey focus and mode, whilst also considering the need for an increased sample size, and the piloting of an online data collection method.

3. Audit of display of food hygiene ratings in England, Wales and Northern Ireland, and business survey

Alongside the FBO tracker, the FSA wishes to recommission a representative audit of the display of stickers for the Food Hygiene Ratings Scheme (the Scheme) at food business premises in England, Wales and Northern Ireland which are publicly accessible. Monitoring display rates provides evidence of consumer accessibility to ratings at point of choice and allows a comparison of the voluntary scheme in England and the statutory schemes in Wales and Northern Ireland.

The FSA also wishes to recommission an associated telephone survey of food businesses in the three countries to assess attitudes towards and understanding of the Scheme, and the perceived impact of the Scheme on businesses.

The FSA has been assessing the proportion of food outlets that are displaying their rating since 2011 through covert mystery shopping audits. In addition, a telephone survey has been conducted with food outlets each year to explore business attitudes towards the Scheme, including the reasons for display and non-display. The most recent wave (Wave 8) of data was collected in September / October 2019, and the [published report](#) is available on the FSA website. Previous waves of data are also published on the FSA website, such as the [2018 report](#) and the [2017 data](#).

3.1 Background

The Scheme is an FSA/local authority partnership initiative operating in England, Wales and Northern Ireland. It was formally launched in November 2010 and is run in all local authorities in the three countries. It provides information about hygiene

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standards in food premises at the time of programmed inspections carried out by local authorities to check compliance with legal requirements. There are six hygiene ratings on a simple numerical scale ranging from '0' (urgent improvement necessary) at the bottom to '5' (very good) at the top.



Food businesses are given stickers showing their rating (see examples above) for display at their premises. Businesses in England are encouraged to display these at their premises while those in Wales and Northern Ireland are required by law to do so. The display of rating stickers became a legal requirement in Wales on 28 November 2013, when the Food Hygiene Rating (Wales) Act 2013 came into force, and in Northern Ireland on 7 October 2016, when the Food Hygiene Rating Act (Northern Ireland) 2016 came into effect. The law requires businesses in Wales and Northern Ireland to display their food hygiene rating stickers at or near each entrance to their business in a place visible to consumers. All ratings for England, Wales and Northern Ireland are also published online and customers can search for these on the FSA website¹.

The Scheme is a key public health protection measure. It empowers consumers to make informed decisions about where to eat or shop for food and this transparency provides an important commercial driver for businesses to achieve and sustain compliance with food hygiene law.

The scope of the schemes extends to establishments supplying food direct to consumers such as restaurants, take-aways, cafés, sandwich shops, pubs, hotels, hospitals, schools and other places where people eat away from home, as well as

¹ www.food.gov.uk/ratings

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supermarkets and other retail outlets, which are given hygiene ratings as part of the Scheme. In Wales, since the end of November 2014, the Scheme has also applied to 'business-to-business' traders that supply food only to other businesses and that are inspected by their local authority (such as food manufacturers and wholesalers).

3.2 Research aims

The aim of this research is to provide a representative estimate of the display of food hygiene ratings by food businesses (at their premises in England, Wales and Northern Ireland), and where the rating is displayed. The survey, conducted with food outlets, explores business awareness and attitudes towards the Scheme, the reasons and drivers for display and non-display (England only), and attitudes towards compulsory display.

Aims of the audit:

- To identify the proportion of businesses that are displaying their food hygiene rating stickers at their premises clearly visible from the outside or elsewhere on the premises (under the statutory schemes in Wales and Northern Ireland, stickers must be displayed visibly at all entrances)
- To identify whether there are any business characteristics associated with display / non display (i.e. display of rating by business type and region)
- To identify where businesses are displaying their sticker (e.g. visible to public outside or at entrance to premises, or inside only etc)
- To determine the extent to which the proportion of businesses displaying their rating sticker has changed over time (changes in longitudinal display rates)
- To identify the proportion of businesses that are displaying a rating that differs to the one recorded on the FSA ratings website

Aims of the survey:

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The main aim is to conduct a survey of FBOs whose businesses have been inspected and given food hygiene ratings. Provided below is an indication of current research; however, the FSA will wish to finalise the actual questions when signing off the fieldwork material with the appointed contractor.

- What proportion of businesses are aware of the Scheme? What proportion of businesses claim that they have received a rating sticker?
- When and how did they receive their sticker e.g. at time of inspection, later in the post? (to ascertain whether how the sticker is received influences display)
- If the rating was less than '5', did the letter inform them of the necessary works to achieve the highest rating?
- Has the business introduced any changes to their premises/business in order to achieve a higher rating? What impact have these changes had?
- Have businesses requested a re-rating inspection after making these changes? If not, why not? Have there been any barriers to doing so? What are the key reasons for these changes?
- What reasons do businesses give as to why they are displaying or not displaying their ratings (England only under voluntary scheme)
- What would encourage businesses to display that are not already doing so (England only – voluntary scheme)
- The extent to which businesses value the Scheme (for example, a sense of pride in their rating and customer assurance)
- What can be learned from compulsory display in Wales and Northern Ireland?
- What are the attitudes/general feelings towards the statutory schemes in Wales and Northern Ireland, and to introducing mandatory display in England?

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- Are there any business characteristics that are associated with display/non-display and attitudes towards the Scheme (e.g. rating, location, business type)?
- Awareness and ease of use of safeguards by businesses (appeals, right to reply and re-rating visits)
- Do businesses use or have they used their rating in advertising and, if not, would they consider doing so in the future?
- What are business attitudes toward the display of ratings online at point of sale on food ordering platforms (on aggregators or own ordering platforms)?
- Do businesses display their ratings in alternative ways e.g. on publicity materials such as menus, take-away leaflets (Wales only) and on websites?

3.3 Research approach

The research currently consists of two stages:

1. A covert audit of a representative mix of establishments across all three countries to record the proportion of businesses displaying their rating, and
2. A telephone survey of a representative mix of establishments across the three countries to explore drivers and the impact of display/non-display as well as awareness and attitudes towards the Scheme.

Annex 4 provides a profile summary of survey and audit participants for Wave 8 (2019).

The covert audit should be conducted prior to the survey. This is to ensure the results of the audit are not affected by participation in the survey. In terms of the audit, it will be necessary to enter the premises in order to check whether a sticker is displayed if it is not visible from the outside. The audit questionnaire used in the last wave is provided in Annex 5. The business audit should include written instructions and verbal briefing on these to all auditors to ensure consistency in approach so that

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there is no deviation from the instructions. Verbal briefings should exactly match written briefings to ensure consistency also. Tender applications should account for how this process will be suitably managed across England, Wales and Northern Ireland.

Telephone interviews (averaging 12 minutes in length, at full length) should be used to conduct the survey, in line with previous waves (please see section 5 of this specification for further discussion around an online methodology). Further information on the number of telephone interviews carried out in Wave 8 is provided in Annex 4. The survey script used for the 2019 wave is provided in Annex 6 but the FSA will wish to review this with the appointed contractor to make sure this meets current research requirements. Historically, a 'short-route' survey has also been offered to participants short on time to maximise the number of businesses that have been audited taking part in the survey where needed (the short route survey is also provided in Annex 6). For now, the FSA would like to keep the option of a short-route survey, but this will be reviewed as part of the questionnaire review process and may become redundant in future waves. It should be noted that whilst previous methods and survey materials are provided in the appendix, they are for illustrative purposes only. The newly appointed contractor would be expected to review, amend and develop existing materials for future waves in line with the FSA's priorities. All materials will require review and sign-off by the FSA.

In summary, the FSA would like tenders to offer a response that is consistent with previous waves in terms of the audit and questionnaire length, survey focus and mode. Tenders should offer critical insight into the existing materials, to improve them for future waves, and provide evidence to deliver a consistent and accurate audit.

4. Sample and methodology for both projects

Both the small and micro FBO tracker and the audit of display of food hygiene ratings in England, Wales and Northern Ireland, and business survey and accompanying survey utilise the FSA records as a sample frame (although the FBO tracker also requires samples from additional sources, as indicated below). Local

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authorities that operate the Scheme upload data to the national online search facility.

This database is available to use as a sampling frame from our [consumer facing website](#). The FSA will supply the appointed contractor with the required data using this database. The data held for each establishment covers:

- Local authority name
- Establishment name
- Establishment address
- Establishment postcode
- Business type (category)
- Inspection date (N/A to businesses 'Awaiting Inspection')
- Rating

Note that the Scheme information is provided at an establishment rather than at a business level. Where a business has more than one consumer-facing establishment, each will have its own entry on the FSA database. Also note that the FSA database does not include the size of the establishment. Both the small and micro FBO tracker survey, and the audit of display of food hygiene ratings in England, Wales and Northern Ireland and business survey use the establishment² as the sampling unit/unit of analysis, as opposed to the business itself, or the premises.

Telephone contact details and individual proprietor names will not be available from the FSA database. It will be necessary for the contractor to source the contact information using the data provided by the FSA. Full details on how telephone

² Establishment is defined as any unit of a food business. Note: "establishment" does not simply mean "premises" but is directly linked to the business occupying the establishment. For example, it may be possible for two 'establishments' to operate under a single 'premises'.

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numbers will be identified, and the time and costs for this, should be provided in the tender response.

The following business types, as categorised in the FSA database, will need to be sampled for both projects:

- Hotel/Guest house
- Pub/Club
- Restaurants/Café/Canteen
- Restaurants and caterers - other (Home caterers are excluded from the Scheme audit and survey)
- Small retailers
- Supermarket/Hypermarket
- Retailer - other
- Take-away

Further information can be found on the [Scheme web page](#).

For the Scheme audit and survey, a minimum of 500 outlets should be audited as part of the covert audit for each country, and 500 should be surveyed for each country, selected using stratified random sampling (see Annex 4 for further information on sampling). Tender applications should provide details on how the sample would be drawn, the response rate anticipated (and how this could be maximised) and any weighting used in analysis. The contractor should indicate how oversampling will be used to ensure the minimum deliverable number. Annex 4 provides sampling and methodology details in the previous wave (Wave 8) and methodological details can be obtained from the FSA website for Wave 7 ([2018 data](#)).

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The sample for the audit of display of food hygiene ratings in England, Wales and Northern Ireland and business survey should only include those businesses that are easily accessible to the public and therefore suitable for the covert audits.

Therefore, establishments such as hospitals, schools, nurseries, care homes, mobile traders and home caterers should be excluded from the samples. Due to these exclusions, the FSA will need to sign off the sample criteria for the Scheme audit and survey prior to fieldwork commencing.

For the Scheme survey, each respondent will need to have sufficient knowledge in order to answer the survey questions. We would expect this to be the person in the business who has main responsibility for the implementation of food safety regulations. In the majority of cases, based on experience from past research, this will be the proprietor or owner manager or, in some cases, the head chef. The questionnaire should capture this role. Historically, the small and micro FBO tracker survey has used the business owner, managing director or general manager/senior manager as the respondent. This is currently under internal review to determine whether it would be more appropriate to speak to the person responsible for food safety, so this may change for future waves.

The questionnaire/collected data from the audit and survey must allow for analysis by a number of variables. Some of these variables are already included or can be identified using information in the sample:

- Food Hygiene Rating
 - Awaiting Inspection³, 0,1,2,3,4,5
- Business type⁴

³ If a new business has been set up, or there is a new owner, it will not have a food hygiene rating yet, although it may display a sticker that says 'Awaiting Inspection'.

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- Restaurant / Café / Canteen
- Hotel / guest house
- Pub / club
- Take-away
- Supermarket / hypermarket
- Small retailer
- Other
- Size of business
 - Number of employees
- Length of time business has been in operation
- Type of establishment
- Single establishment
- Small chain (<10 outlets small geographical spread)
- Large chain (national/regional,>10 outlets)
- Other

The FSA would like the sampling for the audit of display of food hygiene ratings in England, Wales and Northern Ireland and business survey to be consistent with previous waves.

Further sampling requirements for the small and micro FBO tracker

The audit of display of food hygiene ratings in England, Wales and Northern Ireland and business survey can be solely conducted using the FSA database as a sampling frame. However, the small and micro FBO tracker also requires further sampling

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from alternative sources, as this survey includes food businesses that do not require food hygiene ratings (as they may not directly supply or serve food to the public).

The [Inter-Departmental Business Register \(IDBR\)](#), published by ONS, should also be used to inform the sample composition for the small and micro FBO tracker, (but it cannot be used as a sample source, as it is anonymous). Unlike the FSA record, the IDBR includes non-consumer facing establishments and categorises businesses according to activity, size and location. This allows information to be obtained on food businesses which may not necessarily be consumer facing such as:

- Caring premises
- Distributors/Transporters
- Hotel/Guest house
- Importers/Exporters
- Manufacturers and packers
- Mobile food unit
- Primary producers
- Pub/Club
- Restaurant/Café/Canteen
- Restaurants and caterers - other
- Retailer - other
- School/College
- Small retailer
- Supermarket/Hypermarket

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- Take-away

Tenders should recognise that the IDBR does not provide individual business contact information, and so this will need to be obtained by the appointed contractor and should be accounted for in any costs in their application. The previous contractor also used the commercial database supplier, Experian. The Experian and FSA databases were matched in order to obtain telephone numbers for contacts available on the FSA database and to supplement FSA database contacts. In their response, contractors should outline the approach they intend to take in order to obtain businesses' contact details.

Eligibility for the small and micro FBO tracker survey is businesses whose primary function is food related (including consumer facing and non-consumer facing businesses e.g. producers and manufacturers) with up to 49 employees across all their sites. Like the Scheme audit and business survey, the primary sample unit should be the establishment⁵ rather than the entire business enterprise. Large scale franchises should not be included. Quota sampling has been used in previous waves to achieve robust samples across organisation sizes, and across all three countries (see Annex 2 for further details on sampling used). In their response, tenders should account for the quotas that would be used (including the source for setting these quotas).

Boosting the Small and Micro FBO tracker sample

The sample for the small and micro FBO tracker that was achieved in the previous wave is provided in Annex 2. In that wave, a total of 644 interviews were conducted. In future waves, the FSA would like to boost the number of FBOs in the following areas, as these have been poorly represented (both in number and proportion) in previous waves, as they are considered 'difficult to reach':

⁵ Establishment is defined as any unit of a food business. Note: "establishment" does not simply mean "premises" but is directly linked to the business occupying the establishment. For example, it may be possible for two 'establishments' to operate under a single 'premises'

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- Newly established FBOs
- FBOs with a food hygiene rating of '3' or below
- Where the head of the organisation is someone to whom English is a second language
- Businesses in Wales and Northern Ireland

Tenderers should address how they intend to boost these types of businesses within their response to ensure that they are better represented in future waves, include methodological changes they would make to ensure increases in these groups, in addition to any weighting that might be used. Increases within these categories will improve the ability to perform sub-group analysis.

Improving the methodologies of both projects

Any tender applications should refer to how the current methodology or reporting could be amended/improved. Tender applications should also consider how to minimise potential social desirability bias, as businesses may not be open about displaying their food hygiene rating in the survey.

Whilst cognitive testing is not necessarily a requirement for the upcoming 2020 wave of each project, there is a possibility that cognitive testing will be required in future waves and/or for testing new questions when each survey is reviewed. Therefore, applications should discuss the experience of cognitive testing that the contractor can provide and how cognitive testing could be implemented for each of these questionnaires. As cognitive testing is not an immediate requirement, tenders should explain their ability to conduct cognitive testing, and cost for this separately in their application. Pilot testing the questionnaires would also be a requirement for both projects, each wave. This should be included in the cost breakdown.

The appointed contractor should be prepared to review the methodology and survey script annually as part of this contract. The FSA may require annual changes to the

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survey due to changing priorities; this should be received with a flexible approach.

Tenders should acknowledge their approach to working flexibly in their response.

From 2020, the FSA would like to consider the introduction of an online methodology for both the FBO tracker survey and the FHRS business survey. Initially, this would only be introduced as part of a split sample, or parallel pilot study, but could be used to reduce responded burden of telephone interviews. Small/micro business owners may not be able or willing to participate in an online survey, so this methodology should be carefully considered and tested before being rolled out fully. Tenders should consider this as part of their application and explain how they would implement an online methodology, and how this would be managed from 2020 onwards, including details of review processes that could be used to assess the suitability of online methodologies for future waves. This should also be costed separately in the application.

5. Data analysis and reporting

For both the small and micro FBO tracker, and the audit of display of food hygiene ratings in England, Wales and Northern Ireland and business survey, an analysis plan should be agreed as part of the project initiation. In their response, tenders should account for any analysis they intend to provide – this should include details of weighting, accounting for survey non-response as applicable and significance testing. Data should be provided to the FSA in an accessible format, in line with the [FSA's policy on openness and transparency of data](#).

As in previous waves, the small and micro FBO tracker will be published as a single report ([Wave 1 and 2](#) are available on the FSA website), whilst the audit of display of food hygiene ratings in England, Wales and Northern Ireland and business survey report will also be published as a single report ([Wave 8](#) available from the FSA website also). As part of the retender process, the FSA would like to review both reports and improve them for policy customers and other stakeholders (such as local authorities, businesses and consumers). Therefore, any applications to this tender should be mindful of this process and should be able to offer critical reflections on

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the current reporting methods. Reports should be concise, easy to read and tailored to a non-technical audience. As a minimum, reports should include:

- An executive summary
- Research findings, including the use of data visualisation (such as graphs charts and tables). This should also include comparisons of any agreed variables and significant differences (at 95% level).
- Comparisons of changes overtime
- Comparisons across countries, business type/sector, food hygiene rating and any other business variables agreed.
- Data visualisation throughout the report, and infographic summary of key findings
- Annex to include technical details including sample, methodology, significance testing and weighting used.

In addition to the formal report, a PowerPoint presentation (or similar, suitable alternative) should be produced, to sit alongside each of the two reports. The PowerPoint slide deck should be developed for dissemination amongst key FSA stakeholders and should be visually engaging, such as infographics and data visualisation for a non-technical audience. The contractor should provide a face-to-face debrief allowing for questions and answers from the FSA.

Any outputs produced should meet the FSA's accessibility and branding guidelines, and any future requirements (further information provided in Annex 7 and 8). These are essential requirements in order to ensure publishable reports.

The contractor should work with the FSA to ensure that all outputs meet the required needs. In order to do this, outputs should be considered as part of the project initiation and should be refined and discussed throughout the process. Draft versions should be reviewed by the FSA for feedback and comments before final copies are provided. The FSA will provide sign-off on any final outputs.

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The following outputs should also be provided for each research project:

- Finalised audit materials and questionnaires (both surveys will be reviewed in the upcoming wave)
- Pilot survey (including report and meeting to discuss outcomes)
- Data tables (anonymised CSV and xls/xlsx format) (these should be of publishable quality) – crosstabs should be produced to show breakdown of data by business variables (such as business size, food hygiene rating, business type). This should also include significance testing between variables (at the 95% level) and details of any weighting used. For the Small and Micro FBO tracker, business post-code can be used as an indicator of Local Authority type (for example, unitary authorities, district councils, county councils etc); this should also be captured as a business variable within the data tables, even though it is not collected during the survey.
- Face-to-face debriefs summarising the key research findings
- Period of review between each wave (e.g. questionnaire amendments)
- Documentation of Q&A checks undertaken

Contractors should agree the timetable for reporting and publication with the project officer but should note that the FSA would expect at least two working weeks to provide a co-ordinated response. Please confirm in your proposal how you will meet the FSA's requirements for reporting.

Publication by the contractor of any research articles or other publications based on data and information collected in relation to this project will be subject to approval from the FSA.

6. Timings

Timings outlined in this section refer to project initiation, fieldwork and outputs.

Although these timescales represent the schedule that has been used in previous

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years, the FSA may need to work flexibly (with possible delays to the project) in light of the current COVID-19 pandemic and its impact on food businesses. Tenders should account for their flexible working approach within their application to avoid this issue and should also explain how project work can be scaled up or down according to FSA business need. This might include, for example, the need to reduce survey length and delay the Scheme audit, or it could mean a need to work at a quicker pace than anticipated. Please see section 8 for the procurement timetable concerning the tender process.

Table 1: Timescales for project (these may be subject to change)

Milestone	Expected date
Contract awarded	By 7 th October
Project initiation meeting	Between 7 th and 9 th October
Review current methodology, questionnaire guide and sampling strategy with contractor	Completed by 21 st October 2020
Reporting and outputs to be reviewed and agreed	Completed by 28 th October 2020
Fieldwork	Completed by end of November 2020
Outputs produced (data tables and written report)	First drafts provided by end of December 2020; final drafts agreed by end of January 2021.
Oral presentation of project provided to FSA (using top-line findings)	Mid- January 2021

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Throughout the process, the contractor should ensure that the FSA is regularly consulted and updated of progress. Please provide details of how you intend to do this within your proposal.

7. Personnel

The contractor should be able to:

- Offer significant experience in managing large-scale government surveys (design, administration and analysis of qualitative and quantitative data)
- Produce clear, concise and impactful dissemination to a range of audiences
- Offer experience in the administration of surveys to businesses, including businesses who are hard to reach
- Manage multiple projects and adhere to conflicting timescales

The tender should acknowledge how they plan to administer the surveys and audit of display of food hygiene ratings in England, Wales and Northern Ireland and business survey. For the surveys, flexibility is essential to ensure that interviews can be conducted in evenings and on weekends. For the purposes of the audit, the contractor should have experienced fieldwork staff on the ground who are able to conduct the audit process. Those who intend to sub-contract any of this process should offer full transparency on how this relationship will be managed.

The contractor should offer regular updates to the FSA throughout all stages of the project. Details of how the contractor plans to work with the FSA should be included in their response. The main point of contact within the FSA will be [REDACTED] ([REDACTED]) as the research manager. Regular contact with Helen, plus any additional key stakeholders, will be essential.

Both projects will require an annual cycle of review to ensure that they continue to align with FSA priorities. The contractor should ensure that they are able to assist with this annual review process, should offer flexibility in their approach to drafting

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questionnaire materials as a result and will need to be experienced in survey design to critically evaluate any changes made.

8. Ethics

Tenderers are asked to identify the ethical concerns for this project, especially as regards information provided in confidence by participants and data protection issues, the safety of interviewers and other project team members, and to outline how these issues would be addressed. Tenderers are asked to consult the [Government Social Research Guide for Ethical Assurance for Social Research](#).

9. Risk

- Tenders must include a risk register detailing high, medium, and low risks, tailored to this specification, e.g. including what action will be taken in the event of difficulty accessing interviewees or in the event of undertaking an interview and discovering illegal activity.
- It is desirable but not essential for tenderers to hold [ISO 31000 - Risk management](#).

10. Data issues

10.1 Data Protection

The successful contractor must comply with General Data Protection Regulation (GDPR) and ensure that any information collected, processed and transferred on behalf of the FSA will be managed, held, handled and transferred securely. The successful supplier will be assigned the role of 'Data Processor' for the duration of the contract and the FSA will act as the 'Data Controller'.

The Data Processor must:

- Process any personal data only on the documented instructions of the Controller;
- Comply with security obligations equivalent to those imposed on the Controller (implementing a level of security for the personal data appropriate to the risk);

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

Award Form

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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.

Tenders should also be able to meet the requirements laid out in this 'Research Security & data requirements checklist'. Any requirements that can not be met should be declared in the application.

10.2 Data archiving

The FSA is committed to openness and is engaged in work to make the results of the science it funds more accessible. All scientific evidence on which FSA policies are based is made publicly available via our open access repository. Underpinning data should also be published in an open, accessible, and re-usable format, such that the data can be made available to future researchers and the maximum benefit is derived from it. Further information on the [FSA's policy for data can be found on our website](#). Tenderers must comment on the suitability of archiving project data and indicate how it will be made suitable for archiving. Tenderers must also provide a separate cost for archiving project data using the FSA's open access repository.

10.3 Data permissions and referencing

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

10.4 Re-contacting participants

As the FSA is the data controller, it may wish to use the data for further research at a future date. Re-contact questions and supporting documentation must be phrased in such a way that participants are giving consent for the FSA or its selected agent to re-contact them. The contact data will only be used for research purposes and would only be handled by social research and IT Security staff.

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As the FSA is the data controller, it may wish to use the data for further analysis or research at a future date. For this purpose, the FSA will require the datasets of results i.e. the results for all audited/surveyed records, to be included on the original dataset for each individual record, and where a business has been both audited and surveyed, this data should be linked. This data will only be handled by FSA analysts, IT security staff and their nominated representatives. The dataset will require encrypted identifiers for each record. FSA acknowledge anonymity/respondent confidentiality regulations surrounding provision of data at individual level and do not require individual records to contain personal identifiers such as business name, address, contact etc, but must include other variables from the database and audit/survey data.

The FSA may also be required to release a copy of the raw data. Therefore, we also require a separate dataset which does not allow any identification of any individual business through combinations of responses.

10.5 Dissemination and exploitation

The FSA will disseminate findings internally and publish the report publicly with associated communication activities

10.6 Quality

It is desirable but not essential for tenderers to hold [ISO 9000 - 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.

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11. Sustainability

The FSA 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, considering economic, environmental and social aspects.

For the Scheme audit, in particular where transport will be required to perform the audit, tender applications should outline Climate Change will be considered in their approach to this work.

Annex 1: Standard Industrial Classifications (SIC 2007) that were in-scope for the small and micro FBO tracker survey in Wave 2 (2019)

Primary

1 Crop and animal production, hunting and related service activities

1.1 Growing of non-perennial crops

- 1.1.1 Growing of cereals (except rice), leguminous crops and oil seeds
- 1.1.2 Growing of rice
- 1.1.3 Growing of vegetables and melons, roots and tubers
- 1.1.4 Growing of sugar cane
- 1.1.5 Growing of tobacco
- 1.1.6 Growing of fibre crops Growing of other non-perennial crops

1.2 Growing of perennial crops

- 1.2.1 Growing of grapes
- 1.2.2 Growing of tropical and subtropical fruits
- 1.2.3 Growing of citrus fruits
- 1.2.4 Growing of pome fruits and stone fruits

1.2.5 Growing of other tree and bush fruits and nuts

1.2.6 Growing of oleaginous fruits

1.2.7 Growing of beverage crops

1.2.8 Growing of spices, aromatic, drug and
pharmaceutical crops

1.2.9 Growing of other perennial crops

1.3 Plant propagation

1.3.1 Plant propagation

1.4 Animal production

1.4.1 Raising of dairy cattle

1.4.2 Raising of other cattle and buffaloes

1.4.3 Raising of horses and other equines

1.4.4 Raising of camels and camelids

1.4.5 Raising of sheep and goats

1.4.6 Raising of swine/pigs

1.4.7 Raising of poultry

1.4.8 Raising of other animals

1.5 Mixed farming

1.5.1 Mixed farming

1.6 Support activities to agriculture and post-harvest crop activities

1.6.1 Support activities for crop production

1.6.2 Support activities for animal production

1.6.3 Farm animal boarding and care

1.6.4 Support activities for animal production (other than farm animal boarding and care) n.e.c.

1.6.5 Post-harvest crop activities

1.6.6 Seed processing for propagation

1.7 Hunting, trapping and related service activities

1.7.1 Hunting, trapping and related service activities

2 Fishing and aquaculture

2.1 Fishing

2.1.1 Marine fishing

2.1.2 Freshwater fishing

2.2 Aquaculture

2.2.1 Marine aquaculture

2.2.2 Freshwater aquaculture

3 Manufacturing

3.1 Manufacture of food products

3.1.1 Processing and preserving of meat and production of meat products

3.1.1.1 Processing and preserving of meat

3.1.1.2 Processing and preserving of poultry meat

3.1.1.3 Production of meat and poultry meat products

3.1.2 Processing and preserving of fish, crustaceans and molluscs

- 3.1.2.1 Processing and preserving of fish, crustaceans and molluscs
- 3.1.3 Processing and preserving of fruit and vegetables
 - 3.1.3.1 Processing and preserving of potatoes
 - 3.1.3.2 Manufacture of fruit and vegetable juice
 - 3.1.3.3 Other processing and preserving of fruit and vegetables
- 3.1.4 Manufacture of vegetable and animal oils and fats
 - 3.1.4.1 Manufacture of oils and fats
 - 3.1.4.2 Manufacture of margarine and similar edible fats
- 3.1.5 Manufacture of dairy products
 - 3.1.5.1 Operation of dairies and cheese making
 - 3.1.5.2 Liquid milk and cream production
 - 3.1.5.3 Butter and cheese production
 - 3.1.5.4 Manufacture of milk products (other than liquid milk and cream, butter, cheese) n.e.c.
 - 3.1.5.5 Manufacture of ice cream
- 3.1.6 Manufacture of grain mill products, starches and starch products
 - 3.1.6.1 Manufacture of grain mill products
 - 3.1.6.2 Grain milling
 - 3.1.6.3 Manufacture of breakfast cereals and cereals-based foods

3.1.6.4 Manufacture of starches and starch products

3.1.7 Manufacture of bakery and farinaceous products

3.1.7.1 Manufacture of bread; manufacture of fresh pastry goods and cakes

3.1.7.2 Manufacture of rusks and biscuits; manufacture of preserved pastry goods and cakes

3.1.7.3 Manufacture of macaroni, noodles, couscous and similar farinaceous products

3.1.8 Manufacture of other food products

3.1.8.1 Manufacture of sugar

3.1.8.2 Manufacture of cocoa, chocolate and sugar confectionery

3.1.8.3 Manufacture of cocoa, and chocolate confectionery

3.1.8.4 Manufacture of sugar confectionery

3.1.8.5 Processing of tea and coffee

3.1.8.6 Tea processing

3.1.8.7 Production of coffee and coffee substitutes

3.1.8.8 Manufacture of condiments and seasonings

3.1.8.9 Manufacture of prepared meals and dishes

3.1.8.10 Manufacture of homogenised food preparations and dietetic food

3.1.8.11 Manufacture of other food products n.e.c.

3.1.9 Manufacture of prepared animal feeds

3.1.9.1 Manufacture of prepared feeds for farm animals

3.1.9.2 Manufacture of prepared pet foods

4 Manufacture of beverages

4.1 Manufacture of beverages

4.1.1 Distilling, rectifying and blending of spirits

4.1.2 Manufacture of wine from grape

4.1.3 Manufacture of cider and other fruit wines

4.1.4 Manufacture of other non-distilled fermented beverages

4.1.5 Manufacture of beer

4.1.6 Manufacture of malt

4.1.7 Manufacture of soft drinks; production of mineral waters and other bottled waters

5 Wholesale

5.1 Wholesale trade, except of motor vehicles and motorcycles

5.1.1 Wholesale on a fee or contract basis

5.1.1.1 Agents involved in the sale of agricultural raw materials, live animals, textile raw materials and semi-finished goods

5.1.1.2 Agents involved in the sale of
food, beverages and tobacco

5.1.2 Wholesale of agricultural raw materials and live
animals

5.1.3 Wholesale of grain, unmanufactured tobacco,
seeds and animal feeds

5.1.4 Wholesale of live animals

5.2 Wholesale of food, beverages and tobacco

5.2.1 Wholesale of fruit and vegetables

5.2.2 Wholesale of meat and meat products

5.2.3 Wholesale of dairy products, eggs and edible oils
and fats

5.2.4 Wholesale of beverages

5.2.5 Wholesale of fruit and vegetable juices, mineral
waters and soft drinks

5.2.6 Wholesale of wine, beer, spirits and other alcoholic
beverages

5.2.7 Wholesale of sugar and chocolate and sugar
confectionery

5.2.8 Wholesale of coffee, tea, cocoa and spices

5.2.9 Wholesale of other food, including fish,
crustaceans and molluscs

5.2.10 Non-specialised wholesale of food, beverages and
tobacco

6 Retail

6.1 Retail trade, except of motor vehicles and motorcycles

6.1.1 Retail sale in non-specialised stores

6.1.1.1 Retail sale in non-specialised stores with food, beverages or tobacco predominating

6.1.2 Retail sale of food, beverages and tobacco in specialised stores

6.1.2.1 Retail sale of fruit and vegetables in specialised stores

6.1.2.2 Retail sale of meat and meat products in specialised stores

6.1.2.3 Retail sale of fish, crustaceans and molluscs in specialised stores

6.1.2.4 Retail sale of bread, cakes, flour confectionery and sugar confectionery in specialised stores

6.1.2.5 Retail sale of beverages in specialised stores

6.1.2.6 Other retail sale of food in specialised stores

6.1.2.7 Retail sale of flowers, plants, seeds, fertilisers, pet animals and pet food in specialised stores

6.1.3 Retail sale via stalls and markets

6.1.3.1 Retail sale via stalls and markets of food, beverages and tobacco products

7 Accommodation

7.1 Hotels and similar accommodation

7.1.1 Hotels and similar accommodation

7.2 Holiday and other short-stay accommodation

7.2.1 Holiday and other short-stay accommodation

7.2.2 Holiday centres and villages

7.2.3 Youth hostels

7.2.4 Other holiday and other short-stay accommodation
(not including holiday centres and villages or youth
hostels) n.e.c.

7.3 Camping grounds, recreational vehicle parks and trailer parks

7.3.1 Camping grounds, recreational vehicle parks and
trailer parks

7.4 Other accommodation

7.4.1 Other accommodation

8 Food and beverage services

8.1 Food and beverage service activities

8.1.1 Restaurants and mobile food service activities

8.1.1.1 Restaurants and mobile food
service activities

8.1.1.2 Licensed restaurants

8.1.1.3 Unlicensed restaurants and cafes

8.1.1.4 Take-away food shops and
mobile food stands

8.1.2 Event catering and other food service activities

8.1.2.1 Event catering activities

8.1.2.2 Other food service activities

8.1.3 Beverage serving activities

8.1.3.1 Beverage serving activities

8.1.3.2 Licensed clubs

8.1.3.3 Public houses and bars

Annex 2: Sample and methodology of small and micro FBO tracker (Wave 2, 2019)

Annex 2 is an excerpt from the [Wave 2 publication](#) (pages 168-171). It provides the background, methodology and sample breakdown for Wave 2 data (collected in 2019).

It should be noted that, whilst previous methods and survey materials are provided, they are for illustrative purposes only. The newly appointed contractor would be expected to review, amend and develop existing materials for future waves in line with the FSAs priorities.



FBO annex -
methodology and s:

Annex 3: Small and micro FBO tracker survey script (Wave 2, 2019)



FSA tracker survey
Wave 2 Main final q

Annex 4: Audit of display of food hygiene ratings in England, Wales and Northern Ireland and business survey – sample and methodology

Annex 4 is an excerpt from the [Wave 8 publication](#) technical report (page 93-108). It provides the background, methodology and sample breakdown for data collected in 2019.

It should be noted that, whilst previous methods and survey materials are provided, they are for illustrative purposes only. The newly appointed contractor would be expected to review, amend and develop existing materials for future waves in line with the FSAs priorities



FHRS audit and
business survey ann

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Annex 5: FHRs audit questionnaire (W8, 2019)

Also available in [Appendix 3 of the published report](#).

It should be noted that, whilst previous methods and survey materials are provided in the appendix, they are for illustrative purposes only. The newly appointed contractor would be expected to review, amend and develop existing materials for future waves in line with the FSAs priorities.



Audit
questionnaire script

Annex 6: FHRs Telephone survey script (W8, 2019)

Also available in [Appendix 4.1 of the published report](#).

It should be noted that, whilst previous methods and survey materials are provided in the appendix, they are for illustrative purposes only. The newly appointed contractor would be expected to review, amend and develop existing materials for future waves in line with the FSAs priorities.



FHRs telephone
survey script (redact)

Annex 7: The FSA branding guidelines



Use of Brand logo
with Partner or othe

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Annex 8: The FSA accessibility guidelines



Accessible
documents requiren

Schedule 3 (Charges)

1. How Charges are calculated

1.1 The Charges:

1.1.1 shall be calculated in accordance with the terms of this Schedule;

1.1.2 cannot be increased except as specifically permitted by this Schedule and in particular shall only be subject to Indexation where specifically stated in the Award Form; and]

1.2 Any variation to the Charges payable under a Contract must be agreed between the Supplier and the Buyer and implemented using the procedure set out in this Schedule.

2. The pricing mechanisms

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

3. Are costs and expenses included in the Charges

3.1 Except as expressly set out in Paragraph 4 below, or otherwise stated in the Award Form the Charges shall include all costs and expenses relating to the provision of Deliverables. No further amounts shall be payable in respect of matters such as:

3.1.1 incidental expenses such as travel, subsistence and lodging, document or report reproduction, shipping, desktop or office equipment costs, network or data interchange costs or other telecommunications charges; or

3.1.2 costs incurred prior to the commencement of the Contract.

4. When the Supplier can ask to change the Charges

4.1 The Charges will be fixed following the Contract Commencement Date for the period to the Contract Expiry Date.

4.2 If the Contract Expiry Date is extended, charges beyond the original Expiry Date may be subject to indexation based on the Consumer Price Index (CPI) rates at the Contract anniversary. Any increase shall be confirmed by a Contract Variation.

4.3 Any notice requesting an increase shall include:

1. a list of the Charges to be reviewed;

2. for each of the Charges under review, written evidence of the justification for the requested increase.

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Annex 1: Rates and Prices

Tender Reference	FS430602
------------------	----------

Will you charge the Agency VAT on this proposal?
--

Yes

Please state your VAT registration number:
--

23873444 2

Project Costs Summary Breakdown by Participating Organisations

Organisation	VAT Code*	Total (£)
<i>IFF Research</i>	STD	██████████
<i>Mystery Shoppers Ltd</i>	STD	██████████

Total Project Costs (excluding VAT) **	██████████
---	------------

* Please indicate zero, exempt or standard rate. VAT charges not identified above will not be paid by the FSA

** The total cost figure should be the same as the total cost shown in table 4

** The total cost figure should be the same as the total cost shown below and in the Schedule of payments tab.

Project Costs Summary

Staff Costs	██████████
Overhead Costs	£ -
Consumables and Other Costs	£ -
Travel and Subsistence Costs	
Other Costs - Part 1	██████████
Other Costs - Part 2	██████████

Schedule 21 (Variation Form)

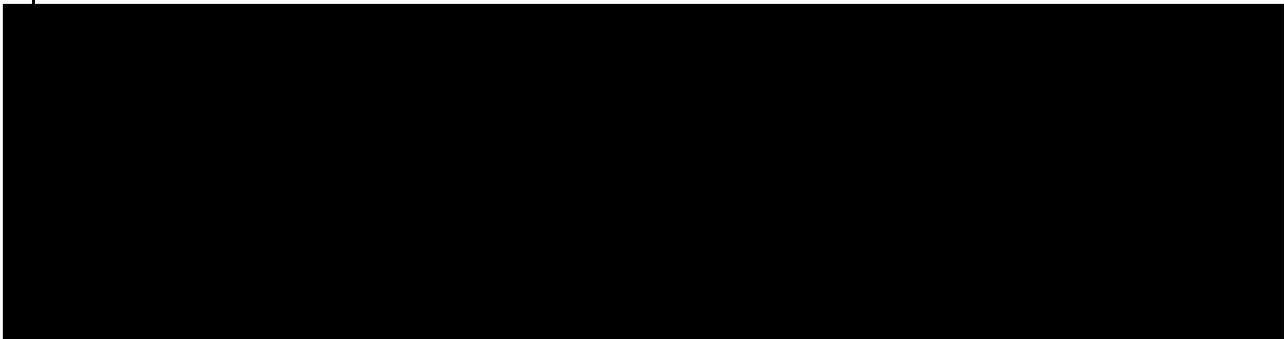
Crown Copyright 2019

Other Costs - Part 3	██████████
Other Costs - Part 4	██████████
Other Costs - Part 5	██ ██
Discount	-██████████
Total Project Costs	-£439,344.08

COST OR VOLUME DISCOUNTS - INNOVATION

The Food Standards Agency collaborates with our suppliers to improve efficiency and performance to save the taxpayer money.

A tenderer should include in his tender the extent of any discounts or rebates offered against their normal day rates or other costs during each year of the contract. Please provide full details below:



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Staff Costs Table

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

Total Labour Costs

--

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Consumable/Equipment Costs

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

Description and justification of the cost	Estimated

Total Other Costs

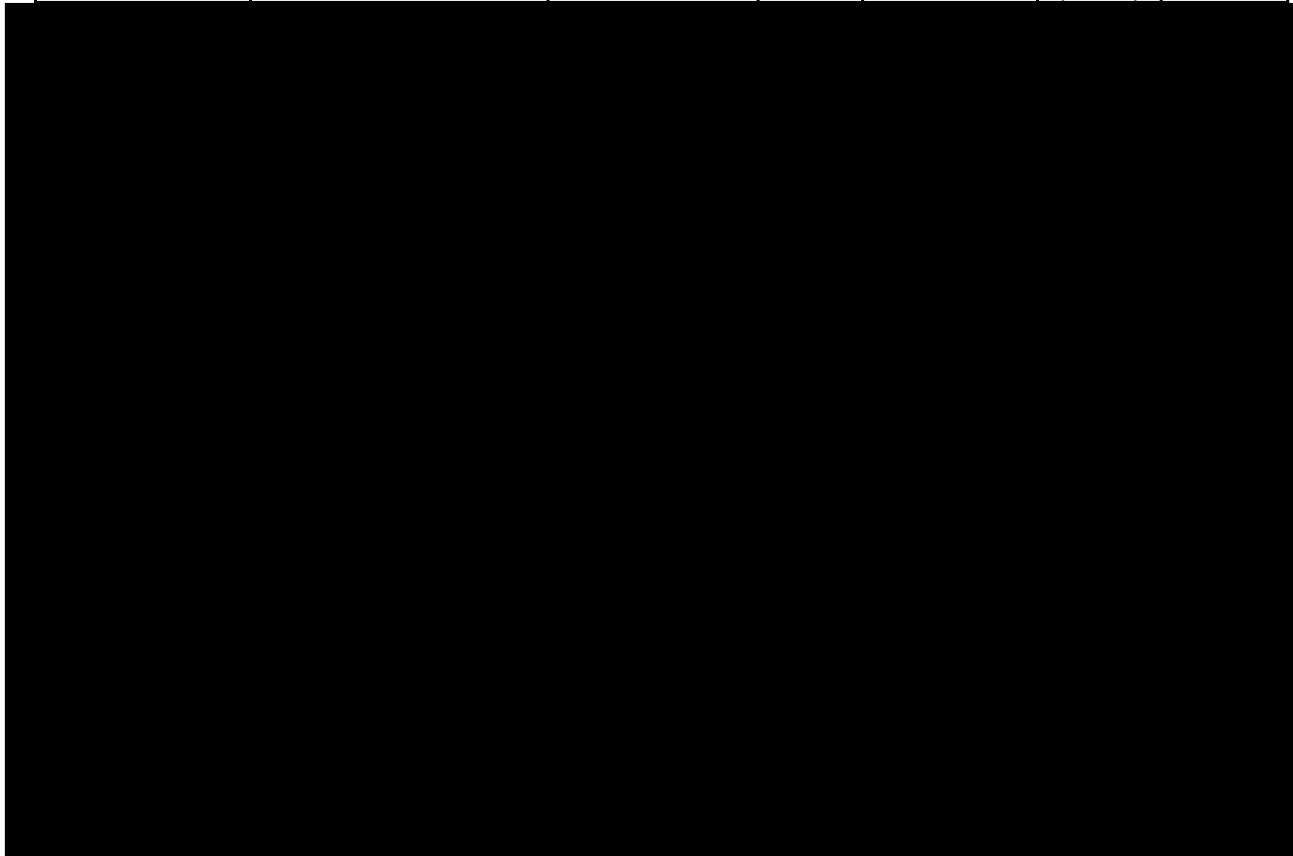
£

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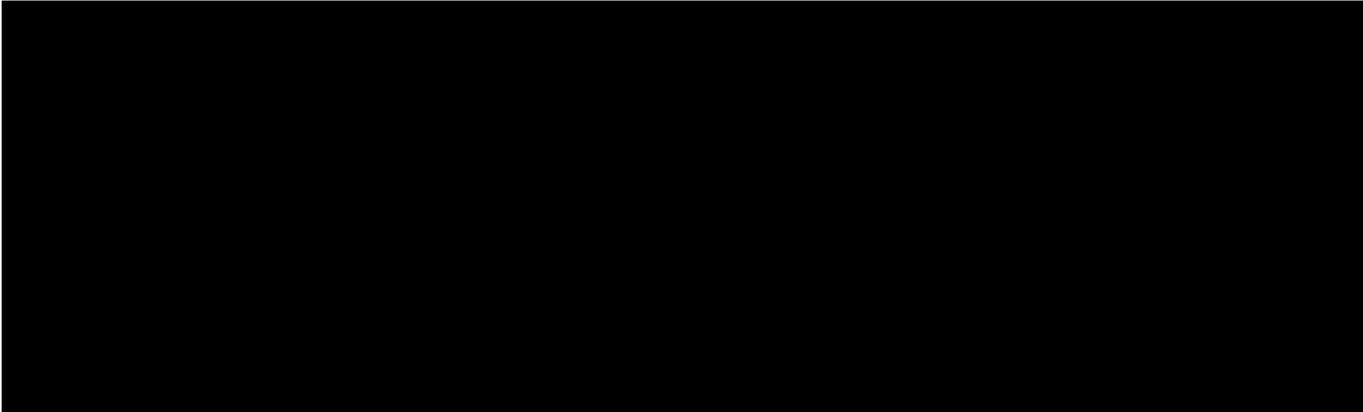
The Pricing Schedule

Proposed Project Start Date	07-Oct-2020	Amount				
Invoice Due Date	Description as to which deliverables this invoice will refer to	*Net	** VAT Code	§ Duration from start of project (Weeks)	§ Duration from start of project (Date)	Financial Year



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Total	£439,334.08	
--------------	--------------------	--

* 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

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Schedule 4 (Tender)

LEAD APPLICANT'S DETAILS							
Surname	██████████	First Name	██████████	Initial	█	Title	█
Organisation	IFF Research	Department	Research				
Street Address	5th Floor St. Magnus House 3 Lower Thames St						
Town/City	London	Country	UK	Postcode	EC3R 6HD		
Telephone No	██████████	E-mail Address	██				
Is your organisation is a small and medium enterprise . (EU recommendation 2003/361/EC refers http://www.hmrc.gov.uk/manuals/cirdmanual/cird92800.htm)			Yes		No		
TENDER SUMMARY							
TENDER TITLE							
Small and micro food business operator (FBO) tracking survey and Audit of display of food hygiene ratings in England, Wales and Northern Ireland and business survey							
TENDER	FS430602						
PROPOSED START DATE	07/10/2020	PROPOSED END DATE	05/02/2021 (YR1) / FEB /2023 (CONTRACT)				
1: TENDER SUMMARY AND OBJECTIVES							
A. TENDER SUMMARY							
Please give a brief summary of the proposed work in no more than 400 words.							

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Element	Detail
<p>Aims</p> 	<ol style="list-style-type: none"> 1. To track small and micro FBO attitudes towards food-related topics, and trust in the FSA and food system 2. To provide evidence of consumer accessibility to FHRs ratings at point of choice 3. To assess attitudes towards and understanding of the FHRs, and the perceived impact of the scheme on businesses
<p>Approach</p> 	<p>Tracker. CATI survey (N=700) with small and micro FBOs businesses across England, Northern Ireland and Wales. Additional 50+ interviews compared to last year with additional interviews with hard to reach groups. FSA database supplemented by Market Location sample</p> <p>Audit. Audit of 1,500 premises (inside and outside) split evenly across country. Findings noted in a bespoke mobile app.. Websites reviewed to check the proportion displaying a rating online</p> <p>Scheme survey. CATI survey (N=1,500) with interviews split evenly once more across country. A portion of these businesses will have also been audited</p> <p>All strands will be piloted with potential for cognitive interviewing.</p> <p>Analysis by key subgroups including sector, size, FHRs rating and country.</p> <p>Online feasibility study to test both a post to web and email invite approach (2,000 starting sample). Exploring level, profile and quality of response, and differences in findings vs telephone</p>
<p>Outputs</p> 	<p>The key outputs for this project are:</p> <ul style="list-style-type: none"> • Regular progress updates • Inception report and Covid-19 Response Plan • PowerPoint presentation of key findings • Full reports (x 2) with recommendations, standalone summary, technical annex and infographic, incorporating FSA feedback. • Datasets in SPSS and Excel with supporting documentation • Annual review action plan • Online feasibility report and cognitive report (optional)
<p>Team</p> 	<p>We have assigned a large and senior team including two Directors and an Associate Director, meaning we can progress the design and development stage of the project swiftly, and also ensures appropriate resource for a tight reporting timetable. [REDACTED] will be the overall PM, overseeing all three strands. She will be supported by 3 different RMs to manage each strand internally. Within the project team we have extensive experience of survey research among (small) businesses relating to their perceptions of, and compliance with, regulations. We also have a strong track record of working for the FSA on numerous projects with food businesses including the recent allergens research.</p>
<p>Flexibility</p> 	<p>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.</p>
<p>Added value</p> 	<p>Our total fee for this project is £439,344+ VAT (£418,251 + VAT excluding optional elements). We consider this good value for money because it includes:</p> <ul style="list-style-type: none"> • highly competitive discount of 10% on IFF project costs and no inflationary increase in years 2 and 3 • high quality and responsive design, analysis and reporting. • experienced senior research team with extensive experience of research on this subject with this audience, and of conducting online feasibility and cognitive interviewing studies • a team with a proven track record in delivering robust research for FSA.

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B. OBJECTIVES AND RELEVANCE OF THE PROPOSED WORK TO THE FSA TENDER	
OBJECTIVES	
Please detail how your proposed work can assist the agency in meeting its stated objectives and policy needs. Please number the objectives and add a short description. Please add more lines as necessary.	
OBJECTIVE NUMBER	OBJECTIVE DESCRIPTION
01	<p>TRACK SMALL AND MICRO FBO'S ATTITUDES TOWARDS FOOD-RELATED TOPICS, AND TRUST IN THE FSA AND FOOD SYSTEM</p> <p>The precise aims of this objective are under review. However, broadly speaking the FSA would like a repeat of the small and micro FBO Tracking survey, which in previous waves has consisted of the following aims:</p> <ul style="list-style-type: none"> • To gain insight, and understand the implications of EU Exit on small and micro enterprises • To 'unpack' attitudes towards regulation to deepen insights and knowledge of small and micro enterprises, including with regards to the FSA's ABC priority • To measure trust in the FSA and extent to which FSA is considered a modern, accountable regulator • Any other issues as required (in the past, this has included understanding of anti-microbial resistance, allergens and food hygiene issues and business views on the National Food Crime Unit (NFCU)). <p>A.</p> <p>This will be delivered, as previously, through a CATI survey with small and micro FBO businesses across England, Northern Ireland and Wales. We are proposing to undertake 700 interviews, representing an additional 50+ interviews compared to last year with additional interviews with hard to reach groups. These interviews will provide insight on all the above aims, allow us to track changes over time, and compare across key subgroups including sector, size, FHRs rating and country. It will also provide new areas of insight into current areas of policy interest.</p>
02	<p>PROVIDE EVIDENCE OF CONSUMER ACCESSIBILITY TO RATINGS AT POINT OF CHOICE</p> <p>The aims of this objective are:</p> <ul style="list-style-type: none"> • To identify the proportion of businesses that are displaying their food hygiene rating stickers at their premises clearly visible from the outside or elsewhere on the premises (under the statutory schemes in Wales and Northern Ireland, stickers must be displayed visibly at all entrances) • To identify whether there are any business characteristics associated with display / non display (i.e. display of rating by business type and region) • To identify where businesses are displaying their sticker (e.g. visible to public outside or at entrance to premises, or inside only etc) • To determine the extent to which the proportion of businesses displaying their rating sticker has changed over time (changes in longitudinal display rates) • To identify the proportion of businesses that are displaying a rating that differs to the one recorded on the FSA ratings website <p>As with previous years, we will undertake an audit of 1,500 premises split evenly across England, Northern Ireland and Wales. Mystery Shoppers Limited auditors will visit premises and undertake their audit both inside and outside the premises, noting their findings in a bespoke mobile app.</p> <p>Using an audit questionnaire that remains relatively consistent with previous years will allow us to track changes over time. The volume of audits undertaken should also ensure sufficient coverage across key subgroups enabling rigorous subgroup analysis</p>

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	<p>and determine if there are any characteristics associated with display/non display. As part of our audit auditors will also review audited companies' websites to check the proportion displaying a rating online.</p>
<p>03</p>	<p>ASSESS ATTITUDES TOWARDS AND UNDERSTANDING OF THE SCHEME, AND THE PERCEIVED IMPACT OF THE SCHEME ON BUSINESSES</p> <p>The survey, conducted with food outlets, explores business awareness and attitudes towards the Scheme, the reasons and drivers for display and non-display (England only), and attitudes towards compulsory display. Its aims include the following, although these are subject to change following the FSA review:</p> <ul style="list-style-type: none"> • What proportion of businesses are aware of the Scheme? What proportion of businesses claim that they have received a rating sticker? • When and how did they receive their sticker e.g. at time of inspection, later in the post? (to ascertain whether how the sticker is received influences display) • If the rating was less than '5', did the letter inform them of the necessary works to achieve the highest rating? • Has the business introduced any changes to their premises/business in order to achieve a higher rating? What impact have these changes had? • Have businesses requested a re-rating inspection after making these changes? If not, why not? Have there been any barriers to doing so? What are the key reasons for these changes? • What reasons do businesses give as to why they are displaying or not displaying their ratings (England only under voluntary scheme) • What would encourage businesses to display that are not already doing so (England only – voluntary scheme) • The extent to which businesses value the Scheme (for example, a sense of pride in their rating and customer assurance) • What can be learned from compulsory display in Wales and Northern Ireland? • What are the attitudes/general feelings towards the statutory schemes in Wales and Northern Ireland, and to introducing mandatory display in England? • Are there any business characteristics that are associated with display/non-display and attitudes towards the Scheme (e.g. rating, location, business type)? • Awareness and ease of use of safeguards by businesses (appeals, right to reply and re-rating visits) • Do businesses use or have they used their rating in advertising and, if not, would they consider doing so in the future? • What are business attitudes toward the display of ratings online at point of sale on food ordering platforms (on aggregators or own ordering platforms)? • Do businesses display their ratings in alternative ways e.g. on publicity materials such as menus, take-away leaflets (Wales only) and on websites? <p>As with previous years, these aims will be achieved by undertaking a 'Scheme Survey' of 1,500 food businesses via telephone, with interviews split evenly once more across England, Northern Ireland and Wales. A portion of these businesses will have also been audited, as described in the previous objective. Again we will use a similar questionnaire to previous surveys, enabling us to track trends over time.</p>

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2: DESCRIPTION OF APPROACH/SCOPE OF WORK

B. 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

As spelled out in its current strategy⁶, the Food Standards Agency's main objective is "to protect public health from risks which may arise in connection with the consumption of food...and otherwise to protect the interests of consumers in relation to food". Three consumer rights have been established, that underpin the work that FSA do:

- The right to be protected from unacceptable levels of risk
- The right to make choices knowing the facts
- The right to the best food future possible.

Semblances of all three rights are present in the FSA's Food Hygiene Ratings Scheme (FHRS). This scheme encourages food

businesses in England, and mandates businesses in Northern Ireland and Wales by law, to display stickers in their premises denoting their FHRS rating. The ratings are also available to search for on the FSA website. The



rating ranges from 0 to 5, with 5 standing for 'very good' food hygiene and 0 'urgent improvement necessary', and are determined by three elements: hygienic food handling; physical condition of the premises and facilities; and food safety management.

The Scheme is designed to help consumers make more considered choices about where they purchase their food, and act as a driver for change among businesses that receive low ratings. The proportion of businesses receiving a 'Very good (5)' rating has increased gradually over the last decade, in part because of public display becoming a mandatory requirement in Northern Ireland and Wales. The graphic below⁷ shows that, as of 2019, 72% of those that received a rating had a rating of 5, while the majority (95%) have a rating of 'generally satisfactory' or above (3+). Ratings are not consistent across the board, however. Certain regions and types of food businesses suffer from lower ratings than the average. For example, one in nine takeaways and sandwich shops have a hygiene rating of 2 or lower⁸.

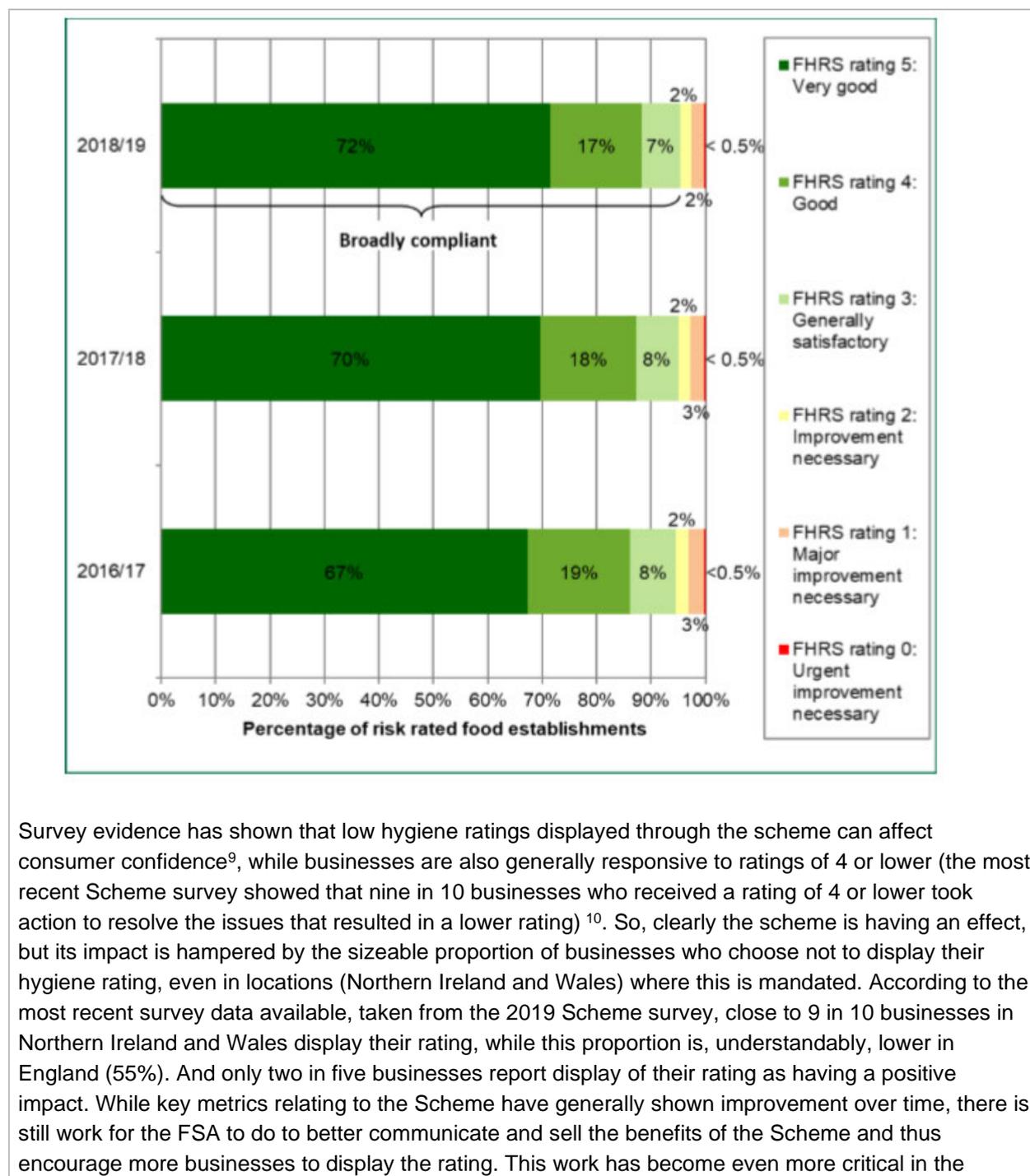
⁶ Food Standards Agency (2015) *Food Standards Agency Strategic Plan 2015-2020*

⁷ Food Standards Agency (2019), *Annual report on local authority food law enforcement: 2018-2019*

⁸ <https://www.highspeedtraining.co.uk/hub/food-hygiene-ratings-report-2019/>

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Survey evidence has shown that low hygiene ratings displayed through the scheme can affect consumer confidence⁹, while businesses are also generally responsive to ratings of 4 or lower (the most recent Scheme survey showed that nine in 10 businesses who received a rating of 4 or lower took action to resolve the issues that resulted in a lower rating)¹⁰. So, clearly the scheme is having an effect, but its impact is hampered by the sizeable proportion of businesses who choose not to display their hygiene rating, even in locations (Northern Ireland and Wales) where this is mandated. According to the most recent survey data available, taken from the 2019 Scheme survey, close to 9 in 10 businesses in Northern Ireland and Wales display their rating, while this proportion is, understandably, lower in England (55%). And only two in five businesses report display of their rating as having a positive impact. While key metrics relating to the Scheme have generally shown improvement over time, there is still work for the FSA to do to better communicate and sell the benefits of the Scheme and thus encourage more businesses to display the rating. This work has become even more critical in the

⁹ <https://www.checkit.net/blog/why-food-hygiene-ratings-matter-to-consumers/>

¹⁰ Food Standards Agency (2019), *Display of food hygiene ratings in England, Northern Ireland and Wales* type text here

Schedule 21 (Variation Form)

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context of Covid-19 which has arguably placed even greater emphasis on the FHRS, with consumers increasingly concerned with cleanliness and hygiene¹¹.

The Scheme policy is a good example of how the FSA has to tread a careful line with and between businesses they oversee, and consumers engaging with these businesses. Regulatory bodies in general exist to protect and support both businesses and consumers, but sometimes these interests may be or at least seem to be conflicted. The regulator has to play a fine balancing act between protecting the trading environment without stifling economic potential. Communication and developing trust are often key to navigating such issues.

This is as much a political consideration as anything: for most of the last decade the government has sought to remove or simplify existing regulations that impeded growth, reduce the volume of new regulation, and improve businesses' experience of regulation on the ground. The Coalition government introduced a Better Regulation Framework, which included the Regulatory Policy Committee, One-in One-Out provisions, sun-setting clauses for new regulations, micro-business moratorium, Focus on Enforcement programmes and the "Red Tape Challenge" to achieve these goals. Since 2015 there has also been a government target to cut £10 billion of regulatory costs by 2020¹². Within the FSA, the Achieving Business Compliance (ABC) programme has been set up to modernise the regulation of food businesses in England, Wales and Northern Ireland, which is designed to facilitate a more flexible and dynamic framework; and one that can adapt more quickly to new circumstances, policies and technologies.

IFF has played a leading role in evaluating the success or otherwise of these initiatives. Our review of the Red Tape Challenge for BEIS for example found that businesses' experience was mixed, with some reporting savings and others concerned about the cost incurred from adapting to revised regulations. We also regularly undertake BEIS's Business Perceptions Survey, an annual survey of 2,000 businesses covering their attitudes towards regulation. The 2020 survey demonstrated that the food sector in particular perceive regulation as an "obstacle to success" (47% in Hotel/Catering; 44% in Retail/Distribution cited this compared with 37% across the UK economy). Furthermore, 83% of Hotel/Catering businesses considered that their regulator's behaviour could impact how easy it was to comply with regulations, emphasising the important role of FSA. Nevertheless only one in 10 Hotel/Catering and Retail/Distribution businesses considered regulation to be the greatest challenge they faced (nb. the majority of the 2020 study was undertaken prior to Covid-19 impacting UK businesses).

As discussed earlier therefore, there is a fine line that regulators must tread, and it is important to gauge current direction of travel through the use of tracker surveys as one strand of this study does. (Indeed, the current FBO Tracking Survey was originally developed to assess the perceived impact of the ABC programme). This is an especially important time given the impacts of Covid-19 on food businesses' ability to continue to trade successfully. But just as immediate is the impact of the UK exiting the EU. The FSA operates within a framework that abides by EU food law and this is set to

¹¹ <https://www.independent.co.uk/news/uk/home-news/coronavirus-food-hygiene-uk-takeaway-restaurants-a9702916.html>

¹² <https://www.gov.uk/government/news/government-going-further-to-cut-red-tape-by-10-billion>

Schedule 21 (Variation Form)

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continue throughout the transition period¹³. However, the potential lack of stability here and uncertainty is likely to affect business confidence and trust in regulations. Indeed, the most recent food business operator (FBO) Tracker survey determined that 35% of all small and micro food businesses were concerned by the UK's exit from the EU¹⁴.

Research objectives

The FSA has conducted a small and micro FBO survey tracking their attitudes towards and trust in the FSA and the food system on an annual basis since 2018. The tracker seeks to gain insight from these businesses on topical issues (likely to include the UK's exit from the EU and Covid-19) as well as providing consistent metrics that enable the FSA to monitor and respond to changes over time in businesses' perceptions of the FSA and its work. The most recent survey entailed a 23-minute questionnaire with c. 650 businesses.

The Audit of the display of stickers for the Food Hygiene Ratings Scheme has a much longer history and has provided evidence of consumer accessibility to ratings for years. This audit is accompanied by a CATI survey with businesses assessing attitudes towards the Scheme. Each strand entails 1,500 interviews/audits, split evenly across England, Northern Ireland and Wales. The aims for both strands are numerous, but focus on providing a sense of the incidence and location of display of the FHRs rating; the reasons and drivers for display; and how businesses respond to the rating they receive.

This contract brings together both strands for the first time, which should improve sampling efficiencies, and enable one contractor to consolidate subject area expertise. There are also project management efficiencies to be had, although for the most part these strands will be undertaken separately, with their own fieldwork schedule, interview targets and of course data preparation and reporting.

Combining the strands also allows for greater levels of responsiveness, flexibility and consistency to the projects. Such attributes are especially important given the key challenges this study brings, relating principally to Covid-19, and tight timescales, as outlined below:

- The implications of Covid-19, which has affected the food sector considerably are likely to have a key impact on the study. As with other projects of this scale we shall devise a Covid-specific Response Plan in the first week of the contract that will set out our plan for responding to any new government measures that are brought in during the course of the contract. This will particularly affect the Audit of course, where very strict measures could lead to shops and cafes being forced to close for a period of time, preventing our auditors from gaining access to the premises. More details on this are available in the Risks section.

Furthermore, we know that FBOs are currently very concerned about the impacts of Covid-19. Our own regular research into the impacts of the pandemic found back in May that 85% of businesses in the 'Accommodation and Food' sector reported that the furlough scheme was 'very important' to their survival (compared to 74% across all sectors). They may – at best – consider a survey for the FSA to be low priority and at worst consider that their regulator should not be burdening them further by taking up their time with a survey.

¹³ <https://www.food.gov.uk/business-guidance/the-uk-transition>

¹⁴ Food Standards Agency (2020), *FSA Small and Micro FBO Tracking Survey 2019*

Schedule 21 (Variation Form)

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We can however some reassurance to FSA on this front: prior to it being paused, our “Provision of allergen information” research with FBOs continued into the beginning of lockdown and still achieved a very healthy response rate. Furthermore, we are undertaking the first research with FBOs for FSA since lockdown ended as part of this allergens project, and can thus feed in findings from this experience into sampling, recruitment and fieldwork for this project. We will have a much tighter understanding of FBOs’ concerns and what reassurances work in our introductions. As discussed later, there is likely to be value in increasing starting sample sizes compared to previous years to account for a. FBOs that have gone out of business, b. lockdown preventing FBOs from operating and c. FBOs potentially being less willing to engage in surveys.

- A further key challenge is the timetabling for the project. Not only does the contract essentially consist of three strands, the timetable for these strands has been condensed since previous waves. We believe we are well placed to meet this challenge by the large size of our proposed team, alongside the outsourcing of the audits to a specialist mystery shopping / auditing company (Mystery Shoppers Ltd) that holds 330,000+ auditing panellists. Furthermore, we have the largest B2B CATI interviewing panel in the country and have been operating a remote homeworker network since 2016, meaning that Covid-19 has not and will not cause any issues in our own ability to undertake interviews. This allows us to work both flexibly, and thus meet the changeable demands that Covid-19 presents, and to scale, as necessitated by the size of the project.

Methodology

Inception

An inception meeting with FSA will set the foundations and parameters of this project. At the meeting, which will be held via Zoom/Teams due to Covid-19, we will discuss and agree:

- Context for the research, and FSA’s experience of undertaking studies previously
- FSA to feedback findings from review process to date
- Project scope, including online pilot and cognitive tests
- Sampling strategy including defining eligibility, and FBO population statistics
- Questionnaire content
- Analysis plan including approach to weighting
- Confirmation on the format for the final reports and presentation
- Timeline and implications of and mitigations against Covid-19
- Project management arrangements, including reporting formats.

Owing to the various strands covered under the contract, we anticipate this meeting will need to be 2-3 hours in length. We would welcome if key FSA stakeholders/end-users were able to attend the call, with a particular view to discussing the questionnaire content and reporting requirements. If this is not possible then we are very happy to hold half hour depth interviews with a handful of these individuals, to support our understanding of the project context, and ensure we are working towards common goals. We offer these free of charge.

Sampling

The contract seeks to combine two separate research studies together, in part to improve sampling efficiencies. A third sample will also need to be drawn for the online pilot exercise, should this be undertaken. We present the sampling approaches to each strand separately, but acknowledge that when we come to draw the sample from the FSA database this will be undertaken in a single, consolidated approach. Owing to the timing of the studies we will need to ensure that businesses only appear in one sample, so as to avoid burdening businesses with multiple surveys. One difficulty this may cause is with regards to small populations that we are seeking to oversample (e.g. Northern Ireland; low FHRs ratings); there is a danger that we might request more sample than exists.

We would therefore welcome FSA providing details of their FBO population at or shortly after the inception meeting. At the same time, we will request the latest relevant IDBR data. Assessing these population statistics, we will then finalise our sampling targets across the multiple strands. We are very open as to whether the FSA share their full dataset of eligible businesses for all strands of the research, from which we then draw the sample according to the agreed ratios and targets, or whether FSA undertake this sample draw themselves. We are happy with either approach, depending on FSA preference.

Small and micro tracking survey

Upon commissioning we shall confirm the eligibility requirements for this establishment-based survey. As with last year we expect to include consumer facing businesses such as hotels, restaurants, bars, retail shops and takeaways. In addition it shall contain food businesses that may not be consumer facing (e.g. manufactures, packers). We would also like to clarify the breadth of non-consumer facing businesses to be included in the survey. For example, schools and care homes are referenced on page 18, but not included in the list of SIC codes in the Annex, nor the broad sectors in question A2A of the survey. The specification does later state that eligibility for the tracker is businesses whose *primary function* is food related so we assume these types of businesses who 'serve food' but who aren't primarily food-related are not eligible and have based our fees as such (although are happy to interview any type of 'food' business as recently demonstrated on the allergens research we recently conducted).

Further eligibility requirements mean that sampled establishments must have fewer than 50 employees across the whole business and not be part of a wider franchise. We also note that the 2019 survey determined whether establishments were branches of a wider organisation and where this was the case were excluded from the research. We would like to check at the inception meeting whether this eligibility criteria is still in place as it was not stated in the specification. Although we can understand the rationale for exclusion of branches in terms of some of the survey content and who would be best placed within an *organisation* to answer such questions, it does sit somewhat at odds with the survey using the *establishment* as the sampling unit / unit of analysis. The survey essentially becomes one consisting solely of Head Offices or single sites. It also means that the two surveys are not consistent; while the tracker encourages respondents to transfer to Head Office if we speak to a branch, the Scheme survey is explicit in only wanting to speak at someone at that site with responsibility for food safety, and to not transfer to Head Office. These issues can be explored and ironed out at the inception meeting.

The FSA has access to 'consumer-facing' establishments through its own database. These will need to be supplemented by alternative sources to both obtain telephone numbers for businesses available on

Schedule 21 (Variation Form)

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the FSA database as well as to access non consumer facing food businesses that do not require food hygiene ratings and are therefore not on FSA's database. We propose to use Market Location for this purpose, a trusted data supplier that we utilise for the majority of our public sector business surveys. (Please see the pull out box later highlighting our rationale for using this particular database).

To inform our sampling strategy we will access the latest business population data from the Inter-Departmental Business Register (IDBR). This will provide us information on the number of businesses by country, sector and size from which we can use to draw targets. It is important to note however that the FSA database does not contain business size, so we would only be able to apply stratified sampling on size when requesting Market Location data.

We also note the requirement for boosting the following hard to reach groups:

- Newly established FBOs
- FBOs with a food hygiene rating of '3' or below
- Where the head of the organisation is someone to whom English is a second language
- Businesses in Wales and Northern Ireland

To enable us to better reach these businesses, we **propose increasing the sample size to 700 (from 644)**. If we were to allow the sample to fall out naturally, then the profile of achieved sample is likely to fall out as shown in the first few columns in the table below¹⁵. As shown, this results in low base sizes in a number of subgroups that restrict rigorous statistical analysis due to the high resulting confidence intervals. We therefore propose to stratify across the four sample categories listed below, and including oversampling as shown in brackets:

C.

- Country (Northern Ireland and Wales),
- Size (larger employers)
- FHRs rating (those with a low FHRs rating)
- Sector (Manufacturing, Wholesale and Accommodation establishments).

The table below shows how we would propose sample targets are set, although this is subject to change once we have access to the latest population statistics, and the eligibility criteria.

	Subgroup	% pop	Interviews if fall out	Confidence Interval (+/-)	Proposed interviews	Associated Confidence Interval (+/-)
Sector	Primary food producers	25%	175	7.4%	150	8.0%
	Manufacturing	2%	15	25.3%	75	11.3%
	Wholesale	4%	25	19.6%	75	11.3%
	Retail	19%	136	8.4%	100	9.8%
	Accommodation	5%	32	17.3%	100	9.8%
	Food and beverage service activities	45%	318	5.5%	200	6.9%
Country	England	89%	620	3.9%	500	4.4%

¹⁵ Population profile taken from latest IDBR figures to which we have access for sector, country and size. FSA publications have been used for FHRs population statistics.

Schedule 21 (Variation Form)

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	Northern Ireland	4%	32	17.3%	100	9.8%
	Wales	7%	48	14.1%	100	9.8%
FHRS Rating	0-2	3%	21	21.4%	75	11.3%
	3	4%	28	18.5%	75	11.3%
	4	11%	77	11.2%	75	11.3%
	5	44%	308	5.6%	250	6.2%
	Awaiting inspection/no rating	38%	266	6.0%	225	6.5%
Size (number of staff)	<10	76%	532	4.2%	450	4.6%
	10-24	18%	128	8.7%	175	7.4%
	25-49	6%	40	15.5%	75	11.3%

In setting targets, we have been cautious to ensure sufficient base sizes at individual subgroup level, while not deviating too far from the population profile; too much deviation incurs larger sample effects. While these can be mitigated through weighting, the greater the sample effect the lower the final effective sample size, reducing the confidence one can have in the overall survey figure. That said, increasing the overall sample size to 700 will help to mitigate this to some extent. In designing our targets, we also need to bear in mind limitations in terms of population size, and the need to portion out sample across the FBO Tracker, and Scheme surveys.

We recognise there is a challenge to stratifying the sample in this way. The FSA database contains sector, country and FHRS rating details on each business, but no details on size. They also do not of course hold information on some non consumer-facing businesses. At the inception meeting we will need to determine precisely which types of businesses FSA hold on their database, ideally to 4-digit SIC, or at least to a level of detail that can be broadly mapped across to 4-digit SIC. We shall compare what the FSA hold against IDBR population statistics and identify where gaps exist, and adjust sample ratios accordingly for drawing the sample.

We propose starting fieldwork with 8 business contacts for every 1 interview we seek to achieve. This is slightly higher than we would normally employ for business surveys such as this one. However, as businesses less likely to be open, and potentially less inclined to undertake surveys due to Covid-19, we are likely to need a slightly larger starting base. We know that Market Location will not hold contact details for all businesses sampled on the FSA database, so our proposed sample draw for the FSA database would be set at 10:1, assuming that one in five are not contained on the Market Location database. (We can also undertake manual telematching via desk research should we need to supplement telephone numbers further).

In terms of ensuring healthy responses from the harder to reach groups as specified in the brief, we propose to employ the following strategies:

- We are confident in our ability to achieve interviews in Northern Ireland and Wales in line with targets, as evidenced by other research we have undertaken (e.g. our allergens research resulted in close to 300 interviews in Northern Ireland among businesses that are eligible for this survey). However, assuming sample is available, it may also be worth considering increasing sample ratio to 12:1 to maximise our chances with these businesses.
- We will adopt the same sample ratio for businesses with an FHRS rating of 3 or lower.
- While this will not be available on the FSA database we know that Market Location hold information on trading history of businesses. We can therefore request that a certain proportion

Schedule 21 (Variation Form)

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have been trading for less than a year, and would sample a sufficient number to achieve 50 interviews with this group.

- Where English is not a first language for the head of the organisation, there is little we can do from a sampling perspective. However, again, there are strategies we can undertake in field to support the delivery of interviews with these businesses. More information is provided later in this section, however having achieved 160 of the 2,300 interviews for our recent allergens research with business owners for whom English was not their first language we are confident of being able to achieve a similar number here.

Audit and scheme survey

We note the FSA's requirement for the sampling for the audit of display of food hygiene ratings in England, Wales and Northern Ireland and business survey to be consistent with previous waves, with a total of 1,500 responses split evenly by country. We are happy to replicate this approach, although would welcome discussing the rationale and history behind the approach to allocating interviews evenly by country upon commissioning. The FBO tracking survey is more representative of the overall population at a geographic level, and – now this contract combines both surveys and the audit – the disparity in sampling approaches between the studies becomes more evident and open to contest.

Records shall be randomly sampled, stratifying by outlet type, FHRs rating and region. We shall set the same targets for both the audit, and the scheme survey and will confirm the sampling criteria following the inception meeting. It should be noted however that some of the scheme survey sample will be drawn from those establishments already successfully audited (more detail on this follows overleaf).

Unlike the small and micro tracking survey it is difficult to provide targets at this stage because we do not have access to the FSA database or accompanying statistics. The table below indicates targets for both audit and survey if the population remained stable between this year and 2019 (with figures taken from last year's report), however it is highly likely that the composition of the FHRs database will have changed owing to closures as a result of Covid-19.

Subgroup	England	Northern Ireland	Wales
Outlet type			
Hotel/bed & breakfast/guest house/pub/bar/nightclub	99	89	123
Restaurant/café/canteen/other catering	194	195	183
Retailers	131	138	126
Takeaway/sandwich shop	77	78	68
FHRs Rating			
0	1	0	1
1	15	3	14
2	15	5	13
3	48	33	52
4	97	105	114
5	325	354	306
Region			
East Midlands	43		
Eastern Counties	49		
London	84		
North East	26		
North West	70		
South East	74		

Schedule 21 (Variation Form)

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South West	53		
West Midlands	48		
Yorkshire & Humberside	54		
Belfast		101	
Eastern		63	
Northern		113	
Southern		98	
Western		125	
North			137
South East			195
South West			168
Total	500	500	500

We would welcome discussion about the potential of oversampling Takeaways and sandwich shops. With anticipated numbers of 68-78 by country within this group, this results in a relatively poor confidence interval (approximately +/-11.5%). Indeed, it appears that response rates among this group of businesses is typically lower than average as well, with actual achieved survey responses down at 51-66 in 2019, resulting in confidence intervals of 12-14%. In order to have more confidence in the data, and to enable more rigorous time series analysis, we would recommend oversampling this group, trimming interviews off Restaurants and Retailers in order to keep within 500 interviews by country. Oversampling at this stage would be mitigated for during the weighting stage. A similar issue afflicts businesses with poor FHRs ratings, which have historically returned low response levels. It is possible that little can be done to mitigate against this due to the small (and decreasing) size of this population, however if it is possible that this group can be oversampled then we would advise this too.

We shall adopt a similar process to accessing business details as noted in the FBO Tracking survey. The dataset will be drawn by the FSA from the FHRs database. We will agree exclusions with FSA, but it is likely that the following businesses will then be excluded:

- outlets that had not yet been inspected and issued with a food hygiene rating
- outlets such as schools, hospitals and care homes that are not publicly accessible, i.e. those where there is little or no consumer choice
- mobile food businesses, as their location is often unknown, thereby preventing auditing
- food businesses that are based in a residential property

Upon receipt IFF will check the database to ensure all appropriate exclusions have been effected, and liaise with FSA where it is deemed there are still some outstanding.

As previously we will draw four samples: separate samples for the audit (3,600 records) and survey (9,750), and then reserve samples for both. These will be spread evenly by nation. For the survey sample we will also incorporate all completed audited businesses (1,500) into our survey sample - previously, approximately two in five audited businesses also successfully completed the survey - so the total starting sample for the survey will be 11,250 (before telematching). Owing to the implications of Covid-19, as discussed above, we anticipate that the reserve sample may well need to be utilised.

As there are no contact details on the FHRs database, we shall undertake telephone lookups using Market Location's database. These will be supplemented by lookups against UK Changes and manual searches, and through such mechanisms we anticipate being able to match close to 90% sampled records.

Schedule 21 (Variation Form)

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Rationale for using Market Location

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Questionnaire design

In a 'wave' study such as these it is essential that findings can be benchmarked against the findings of previous waves of research. On the one hand it is vital that robust comparisons can be made with the previous research, so deviating from the initial methodology, structure and even wording of individual questions is to be avoided without good reason. On the other hand it does not necessarily follow that any deficiencies in the original methodology and survey materials should be 'glossed over' and it is important to ensure that the survey questionnaire reflects any changes to the commercial or regulatory landscape which are relevant to the research.

We understand the FSA has already commenced an internal review and we will look to work with you to complete this work in time for this new study. We will utilize these findings alongside our own critical

Schedule 21 (Variation Form)

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review of the questionnaire, and new areas of policy and regulatory interest to amend the previous waves' questionnaires accordingly, for sign off from FSA.

Small and micro tracking survey

The survey tracks small and micro FBO's attitudes towards food-related topics and trust in the food system. Initially developed to support understanding of the impact of the UK's exit from the EU, and the Achieving Business Compliance (ABC) programme, the survey has evolved to become the FSA's flagship survey for small and micro FSA's. Key aims are to:

- To gain insight, and understand the implications of EU Exit on small and micro enterprises
- To 'unpack' attitudes towards regulation to deepen insights and knowledge of small and micro enterprises, including with regards to the FSA's ABC priority
- To measure trust in the FSA and extent to which FSA is considered a modern, accountable regulator
- Any other issues as required.

IMPLICATION OF COVID-19

It would be negligent for this flagship survey of micro and small businesses to overlook the impact Covid-19 has played, across the UK economy and in particular for this sector. Such a focus is particularly important in the food sector; our research on Business Perceptions Survey revealed back in March that 32% of Hotel and Catering businesses were concerned about the impact Covid-19 might have on regulation (compared to 13% across all sectors).

These are all themes that we have explored elsewhere and would be keen to consider from a questionnaire design perspective in relation to the needs of the FSA, and the experiences/perceptions of its businesses:

- We have undertaken a range of work exploring the **impacts of leaving the EU**. Recent examples include a study for HMRC, "Estimating customs costs and burdens for businesses" and another survey for HMRC consisted of 1,500 interviews with UK businesses trading in the EU, exploring trading behaviour and their transition plan.
- We currently run the annual Business Perceptions Survey for BEIS, which explores businesses' **attitudes towards regulation**. We have undertaken similar exercises for the likes of HMRC, the Competition and Markets Authority (CMA), the Solicitors Regulation Authority (SRA) and other regulatory bodies.
- We have conducted a variety of research for FSA across a range of **food-related issues**, including an evaluation of the **National Inspection Strategy Pathfinder**, research to explore the food industry's **provision of allergen information** to consumers for non-prepacked foods, an **evaluation of guidance on cross contamination of e-coli**, research exploring **small food businesses' proposed alternative controls to the separate use of complex equipment** to control the risk of e-coli. We were also part of team that **first evaluated the FHRs scheme**.

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- We regularly run a bespoke Covid-19 survey among businesses exploring their **response to Covid-19** and reaction to government measures. Our most recent survey¹⁶ garnered 700 responses from business leaders. Key results from this wave illustrated that Covid-19 had contributed to an improvement in working practices and business innovation, while only a fifth of businesses reported that the Job Retention Bonus would impact the number of workers they bring back from furlough. We are also undertaking Covid-19 response research on behalf of a number of clients including Department for Education, FCO, Department of International Trade, and CITB.

Below we provide some initial thoughts and reflections on the current survey from a first 'light touch' review of the wave 2 questionnaire:

- S3 - As discussed in the earlier section on sampling, clarification is required on whether branches are included and, if they are not, whether to allow referrals to Head Office (currently in contrast to the Scheme telephone survey)
- A4ANEW – A handful of questions such as this one tend to work better for consumer facing businesses and it will be worth reviewing the whole survey from the perspective of primary producers, manufacturers and wholesalers and tailoring where appropriate.
- A4A NEW – In the very recent allergens research, a lot of work went into defining and identifying food businesses that sell food pre-packed for direct sale (PPDS) and non pre-packed foods. We can draw on this work to provide a 'tighter', more accurate recording of the type of food and drink products that are distributed or sold, although this would need to be weighed up against the extra time this would be required through a couple of additional questions.
- B3 – It is likely that a similar response from a business could be recorded as either "some negative", "mixed" or "some positive" depending on the interviewer. This risk would be minimised if this was a "Read Out" question rather than a "Prompt as necessary". Or alternatively, the "some negative" and "some positive" codes could be tweaked.
- C3B – We can compare this with a similar question asked on the allergens research for consistency. Indeed, we would also be happy to review the questionnaire against any other business surveys that you have run recently.
- C4 – Wording needs tweaking as the question doesn't quite make sense as it stands
- D3/G - We wonder if the 'process' part of the question is lost on some people when thinking about closing down the business. This will be an especially difficult time for such businesses and it is possible the negativity associated with the event rather than the associated process will influence response here. This is possibly supported by findings that show 21% found it 'difficult', much higher than other processes asked in this question bank.
- D4 – There are a lot of issues being asked in one question here. Usually this should be avoided and the question split into several questions or streamlined to focus on the key issue. However, we do see that this is only asked by around 2% of businesses (around 13 in total) so can understand the temptation to leave as a single question. Another option to consider for key groups of employers such as this (i.e. those who have experience a product recall), is to take their details and to arrange a short follow up qualitative interview instead. This way, for a only a small additional fee, much greater insight can be obtained.
- D7 – This would be better framed as "Which of the following best describes..." rather than a "prompt as necessary"

¹⁶ <https://www.iffresearch.com/coronavirus-research-job-retention-bonus/>

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Two other aspects that it will be important to review will be reassurances and questions related to GDPR. In the current climate, the wording of the introduction / screener and the reassurances that we provide to interviews to use with respondents (which were missing from the questionnaire included in the spec) are absolutely critical. We will use the experience of speaking to food business on the allergens project to help inform this (for example, we are collecting detailed reasons for refusals on this project in order to inform future research such as this). We'd also be keen to review the current questions from a GDPR perspective. For example, it is important to include information up front that details how businesses have a right to a copy of their data, to change their data or to withdraw from the research at any point. And that to guarantee this, and as part of quality control procedures, all interviews are recorded.

Based on previous years, we have costed on the basis of survey averaging 23 minutes in length although we would look to work with FSA to explore ways of reducing this length slightly to minimise the burden on businesses, especially in these difficult times. The survey will be scripted in-house into our Dimensions software by IFF's Data Services team, and fully checked by at least two members of the Research team.

Scheme audit

The aims of the audit are:

- To identify the proportion of businesses displaying their food hygiene rating stickers clearly at their premises
- To identify whether there are any business characteristics associated with display / non display
- To identify where businesses are displaying their sticker
- To determine the extent to which the proportion of businesses displaying their rating sticker has changed over time
- To identify the proportion of businesses that are displaying a rating that differs to the one recorded on the FSA ratings website

These aims are no different to previous years, and as such we do not suggest making many amends from the audit questionnaire that auditors use to note their findings from their visit. Nevertheless, we will of course look to integrate changes proposed by the FSA following their review. Additionally, we would propose that:

- The routing instructions in the paper questionnaire are written out in full. E.g. instead of "ASK IF Q3.1A=1" appearing above a question, we would always write ASK IF AUDITOR SAW FHRS STICKER OR CERTIFICATE AT OUTLET (Q3.1A=1). While the auditor will likely not see this instruction when compiling their audit, owing to this being scripted online, it helps auditors navigate the paper questionnaire when they are first reading through, to understand when and where they should be observing particular features.
- For additional clarity we would recommend the current Q2.5d is amended so that we can provide further nuance in our reporting on how ratings are displayed. The following structure for example may be more suitable:

Q2.5d Was there a sticker or certificate displayed on the entrance?

	Yes	No
<i>Entrance 1</i>	1	2
<i>Entrance 2</i>	1	2
<i>Entrance 3</i>	1	2

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- For no additional cost, our auditors could also review the audited businesses online presence to determine if their FHRS rating is displayed clearly on their website or social media.

IFF Research will prepare the audit questionnaire in collaboration with both FSA who will bring reflections on how it has worked previously, and how the results have been used, and with Mystery Shoppers (MSL), who will advise from an operational perspective. Once the questionnaire is finalized, MSL will programme the questionnaire into an app accessible to all auditors on their smartphone. This app works online and offline, enabling auditors to complete their audit as quickly as possible.

Scheme survey

The full list of aims for the scheme survey are noted in the specification and will be finalised upon commissioning. In summary the survey seeks to determine:

- Awareness of the Scheme
- Practicalities of receiving their sticker
- Response to receiving a rating of less than 5
- Whether business requested a re-rating
- Reasons behind display approach, and drivers for change
- Attitudes towards the Scheme and views on the compulsory display in Northern Ireland and Wales
- How ratings are used in other situations e.g. advertising
- Views of alternative ways of displaying ratings including online.

Again, while our starting point for survey design will be last year's questionnaire, to ensure consistency and comparability, we will look to factor in the results of the FSA's review into the survey and adjust accordingly in our design. We would also welcome the opportunity to propose our own revisions to the survey questions following a detailed critical review. We provide some initial thoughts and suggestions below:

- S1, as discussed in the sampling section, we may want to review this survey alongside the tracker survey in terms of how an establishment-based survey is defined. This may have implications for accepting or not accepting referrals and the wording used in the screener.
- S3 – For quality control purposes it would be useful to collect job title for those coded as “Other person with overall responsibility for food handling and hygiene issues”
- B9 – We'd anticipate that some businesses would ask why they are being asked this when FSA have a record of this. We will need to ensure that interviewers have a standard response for this scenario
- B9C – There are a number of precodes around the theme of the rating being low (unsurprisingly given being asked why they were not satisfied). The nuances of each of these (eg whether they aren't satisfied just because it was a low rating per se, or lower than anticipated or lower than previous rating, or even lower in the context of having made changes) are in danger of being lost in a question that relies on interviewers to probe to a list of precodes and there is a danger of a lack of consistency in data collection. It may be worth considering reducing this question to a few key themes such as low rating, perceptions of it being unfair and inconvenience, and then following up with specific questions on these (most likely promoted).
- B9f – It would be useful to know which of these they felt had had (or would have) the greatest impact. If they were also asked if ratings had gone up or down, this could potentially be tied to this as well although we appreciate this starts to add significant length to the survey.

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- This survey is particularly suspect to social desirability bias and we would review the survey with this very much in mind and explore ways this can be minimised. This would include:
 - Reassuring respondent of what the data is for, anonymity, and the value of candid answers
 - Introducing the survey in quite general terms (as it is currently) so it does not appear that we are 'testing' businesses about how they display their rating. The downside of this is that some businesses may get frustrated that the entire survey is very clearly about the FHRS scheme yet this is not even mentioned in the introduction. So, there is a danger of being accused as misleading with associated impact on response / drop outs.
 - More tailored introduction to businesses with a low hygiene rating, with additional reassurances
 - Using intro and question wordings to normalise 'unacceptable' answers, e.g. starting "Some businesses have said / Businesses take different approaches to..."
 - Using framing / embedding – placing the question that is most likely to result in biased responses in the midst of other questions to which businesses are quite likely to respond in agreement with.
 - Being careful about use of scales as the lower or upper limits can signal 'unacceptability'

We note that there has been a short route option for businesses although this has been rarely used and may be phased out in future. We are happy to incorporate this as necessary as part of the contract.

We have costed for the survey to last an average of 12 minutes, in line with last year. The survey will be scripted in-house into our Dimensions software by IFF's Data Services team, and fully checked by at least two members of the Research team.

Fieldwork

Briefing

An important part of the process is the initial briefing of the CATI interviewers. These briefings will be conducted by the research team and will be held in sessions with no more than 15 interviewers (larger than this and we find the briefings less productive). Written notes will be given to the interviewers to accompany the verbal briefing. Following the briefing, interviewers practise on the CATI script for a minimum of an hour 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.

For the auditors there will be both a verbal and written briefing. The written briefing will be designed collaboratively between MSL and the IFF research team. It will contain the paper questionnaire, the purpose of the project, and what they need to look for in their audit. The verbal briefing will be delivered by the MSL team and, among other things, include scenario role-plays to help auditors know how to respond in the unlikely event that they are challenged by a member of staff, or customer, at the premises being audited. Owing to Covid-19 and the geographical disparity of our auditors it is likely that these briefings will be conducted remotely. Once the audit briefing is complete, each auditor undertakes online test to demonstrate their understanding of the brief.

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Pilot

We recommend pilot exercises for all three strands of the study. For the surveys, the pilot stage will run for 2-3 days, and we would aim to achieve 35 interviews in the FBO Tracking survey and 50 interviews in the Scheme survey, with feedback arranged very quickly afterwards. The Scheme survey is tried and tested, so this is really just a sense-check on overall questionnaire length, that the amends work well and are understood by respondents as intended, and that Covid-19 or other factors are not impacting too greatly on businesses' willingness to engage. For the FBO Tracking survey there are likely to be new questions as well that we would be looking to test. At the end of both interviews, we will include a pilot-only question asking respondents how they found the survey and whether they had any issues responding. We would look to achieve a profile of interviews in approximately the same proportions as the mainstage.

All interviewers taking part in the pilot will be fully briefed and debriefed. Members of the FSA Project Team would be most welcome to attend the debrief and/or to listen in to pilot interviews, speeding up any discussions about changes to be made to the questionnaire post-pilot. We shall prepare a short report after both exercises to share with the FSA and agree and act upon any amends within that first week of the pilot. We anticipate that interviews captured in the pilot exercise can be incorporated into the final data file as we do not expect many changes will be made to the questionnaires following pilot fieldwork.

For the audit we would look to undertake approximately 10 audits in each country (so 30 in total). These would take place in one day, with quality control completed within the following 24 hours. We will file a short report but again do not anticipate many changes required to our approach, and would look to continue auditing within a couple of days of the pilot.

Conducting fieldwork

All interviewing for the two surveys 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, in the allotted timeframe (2,200 across 3 weeks; 4 week including the pilot). 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. This will for example help if we are struggling to reach certain subgroup targets and need to allocate resource quickly to the task. It will also be critical if more severe lockdown restrictions are imposed, meaning for example that fieldwork end dates have to be brought forward. We have both the capacity and flexibility to respond to this need. For example, we currently undertake the Graduate Outcomes survey for HESA, capturing data on what graduates are doing 15 months after completing their degree. This is possibly the largest consumer CATI survey in the UK, as we interview 200,000 graduates each year. It is a continuous survey, but in certain periods of the year we need to suddenly ramp up interviewer resource (with the majority of students graduating in Summer for example, by the following September they are eligible for interview). In August we averaged 10 interviewers per day, but within a week increased this number to 200+ to deal with the volume of graduates that needed to be called.

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MSL regularly carry out short turnaround, large scale audit programmes and, with 330,000 auditors on their panel, would have no difficulty undertaking 1,500 audits over a 3-week period, and across all countries and regions required. Most auditors have cars, enabling them to reach both urban and rural areas as required.

In terms of the process for assigning audits to individuals, auditors notify MSL of their location and availability over the time period. They would then be allocated a certain number of businesses they need to audit. Each business will be assigned a unique ID and auditors can only access IDs on the mobile app that have been allocated to them. The auditors themselves then co-ordinate visits to these businesses on dates and at times that are of convenience to them. Allowing individual choice here ensures a flexible and efficient process. Auditors would have their mobile phones with them and covertly complete the report and take photos whilst on their visit where possible using the mobile app that contains the Audit questionnaire. Subsequent to the visit, the auditor then reviews their answers and adds any additional comments or commentary before submitting their report. They are contractually obliged to upload their reports within 12 hours of the assessment taking place.

IMPLICATION OF COVID-19

We will ask auditors to – where possible – book the visits to take place at quieter times for the establishment, to ensure that social distancing can take place. Auditors will also be asked to carry hand gel with them, and apply after touching surfaces within FBO premises.

If it is not possible for the shopper to be able to enter the location due to social distancing (or if they do not feel safe enough to do so), the shopper will need to evidence the issue, cancel the audit and it will need to be rearranged.

All auditors are asked to complete a risk assessment before they are assigned an audit to ensure that they are fit and well enough for the assignment and have no concerns taking part.

We also recognise that Covid-19 may induce lockdown measures that means we need to speed up or pause our auditing in certain regions. MSL are set up to respond in a flexible manner, and flexibility is at the heart of the company's culture. Clients depend on MSL being able to undertake large volume, quick turnaround programmes often at very short notice and so the company is structured in such a way that it can handle these requests successfully.

Throughout the last year MSL has adapted almost all of its clients' programmes to enable clients to fulfil their auditing requirements in the new environment. Where clients have refocused their business online and other remote channels, programmes have been redesigned around these new channels.

"I've been working with Mystery Shoppers Ltd since 2009, when I started work at what was then the Public Fundraising Regulatory Association. In that time face-to-face fundraising has been through some challenging times, and I've regularly been impressed and reassured by the way in which they've been able to adapt to the changes, implement new ways of working, and deal with fluctuations in volume, quickly and efficiently."

Head of Standards and Allocations, Institute of Fundraising.

Identifying the correct respondent

As named contacts are not provided in the database our interviewers will need to identify the most appropriate individual to respond to the call on the two surveys. They 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 business. For the FBO Tracking Survey this is the business owner, managing director or general manager/senior manager, although we understand FSA may prefer to focus more on individuals with responsibility for food safety (although of course in micro businesses this often likely to be the same individual). For the Scheme survey we will ask for the individual with

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responsibility for the implementation of food safety regulations. In the majority of cases, this will be the proprietor or owner manager or, in some cases, the head chef.

Maximising response

[Redacted text block]

[Redacted text block]

- [Redacted list item]

[Redacted text block]

[Redacted text block]

[Redacted text block]

[Redacted content]

- [Redacted list item]

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- [REDACTED]

- [REDACTED]

Data preparation

We will have agreed a broad analysis plan at the inception meeting that we shall refine towards the end of fieldwork. Key to this is our approach to weighting the data. We will devise weighting strategies at the end of fieldwork, for FSA sign off, that will account for oversampling undertaken before fieldwork. In order to ensure consistencies with previous waves however, we are likely to employ similar strategies. For the Tracker survey the data will be weighted to IDBR statistics to ensure that the data is representative of the small and micro FBO population, by size, sector and country. The Scheme survey will also be weighted to FSA statistics to ensure representation by outlet type, FHRS rating and region within country.

For all three strands we will create data specifications to produce both anonymised SPSS data files, and aggregated excel-based tables of frequencies. More detail on this process is available in the Quality Management section. We also made provision for coding open-end responses and back coding responses given to 'Other (SPECIFY)' answers. This will be undertaken by our in-house Coding team, overseen by our Data Services Manager. For each open end question we shall create codeframes, harnessing codeframes used in previous waves, and adapting and refining as required by any new themes that emerge from the data this time.

Our quantitative data analysis for the surveys will look at how responses to questions differ according to the dimensions or 'covariates' listed in Box 1 below. These characteristics will appear as crossbreaks on our data tables, and these will be signed off by the FSA.

Characteristics of respondents

- Country
- Food hygiene rating
- Business type
- Size
- Length of time business has been in operation
- Type of establishment: single establishment; small chain vs. large chain; other
- Location of business (country and region)

A z-test will be applied to the tables, denoting statistically significant differences between subgroups at the 95% significance level. These will show up as stars on the tables.

Reporting

As an organisation, around 95% of our work is for public sector clients, and as result a large number of the reports we produce are published. This means we are highly experienced at producing reports which are open to public scrutiny (hence the need for accuracy and transparency), and which are clear to a general, non-specialised audience.

As with previous waves, there will be separate reports for both the FBO Tracking survey, and the Audit and Scheme survey. We note that FSA are reviewing how these reports are used by key stakeholders including local authorities, businesses and consumers. The reports have to cater to a wide and diverse audience. There will be some within the FSA who will be very familiar with previous findings and keen to establish any changes across certain measures. The surveys and terms within will not require much explanation for this audience. However, in trying to reach businesses and consumers as well, the report has to be written with a non-specialist audience in mind, and one that might be new to the study. For them, the key findings need to be displayed in an engaging, and concise manner.

On reviewing the current reports, we feel that improvements can be made to make them more engaging to readers and less intimidating in terms of their size. Below we provide a few initial suggestions:

- Making the infographic summary more visual and engaging (as it stands it is essentially a handful of bar charts and pie charts)
- Moving away from just listing out findings – for example Section 1.6 of the Executive Summary of the FHRS report
- Moving long and unwieldy base numbers from charts as they clutter the page and take the attention away from the chart itself. These would be moved to an annex so the information is still there should the reader want it.
- Using appropriate visuals (or non-visuals). For example, figure 46 (and many others) in the FHRS report attempts to show far too much information and it is hard to see any patterns because each of the individual bar charts is too small. Generally, trend data is better suited to

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line graphs, or if this is not possible, then tables do still have their place. Sometimes, there can be an obsession to present everything visually when a table is more useful and appropriate.

- We would advocate being more selective on what data to present. The reader doesn't need to see a response to every code / every question especially if key tables can be provided as an annex.
- Improvement on colour palette / patterns (especially the bar charts in the FHRs report)
- Providing a short takeaway document for FSA stakeholders showing key changes over time

In terms of the process for drafting the report, it is important rather than 'jump in' to report writing and charting, the process is properly planned to ensure the draft is delivered as near right first time as is possible. We have a tried and tested approach to this, as follows:

- We hold an initial discussion with the FSA about the desired format, style, length and structure of the report. This will be particularly critical for the current surveys given the history of previous reports.
- We then hold an internal analysis session among the research team. Before this session researchers are given sections to be the primary and secondary lead on in examining the data. At the session the primary lead discusses key emerging findings, the secondary lead 'compares notes' and discusses where they interpret things differently. The full team asks questions, challenge the interpretation and also compares relevant findings to their own sections. In this way initial hypotheses are developed for explorations.
- We then plan and write a detailed report 'blueprint' and discuss and agree this with the FSA. This covers such aspects as, but is not limited to:
 - the chapters and sub-headings which will be covered;
 - the key cross-analysis variables that will be used;
 - the overall length of the report and the style (are recommendations sought? To what extent are you looking for interpretation, or is a more descriptive report desired?);
 - supplementary tables that will be annexed;
 - agreeing writing conventions (e.g. past tense or present tense).
- Only once this is agreed does the report writing start. Each researcher is given chapters to write, with clear guidance on the style and content, and the timelines. The timeline builds in sufficient time for a director review of each chapter, which is returned to the researcher to make the necessary amendments, and then to compile the chapters into a single, coherent report.
- The report is delivered to you as a draft initially, though this draft will be to a standard we believe is fit for publication.
 - Each draft of the report supplied will be spell-checked;
 - The final report will receive a full figure check, described below
- Once comments are returned on the draft, these are compiled into an excel document to which we add a column showing how these have been actioned (suggested amendment accepted, slightly different amendment made to the one suggested, suggestion not made and the reason).
- The draft is then returned to the client, together with the log of how we dealt with each comment. We anticipate and have costed for 2 rounds of comments which we have found to be sufficient in all previous studies we have conducted for FSA.

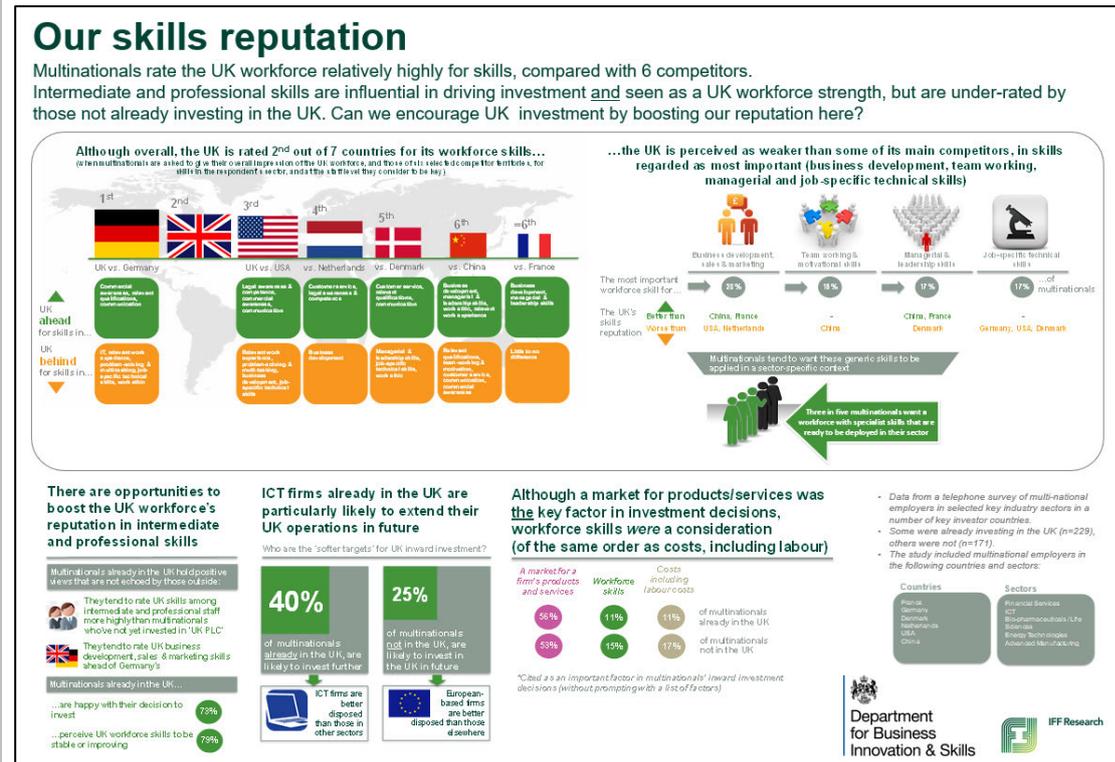
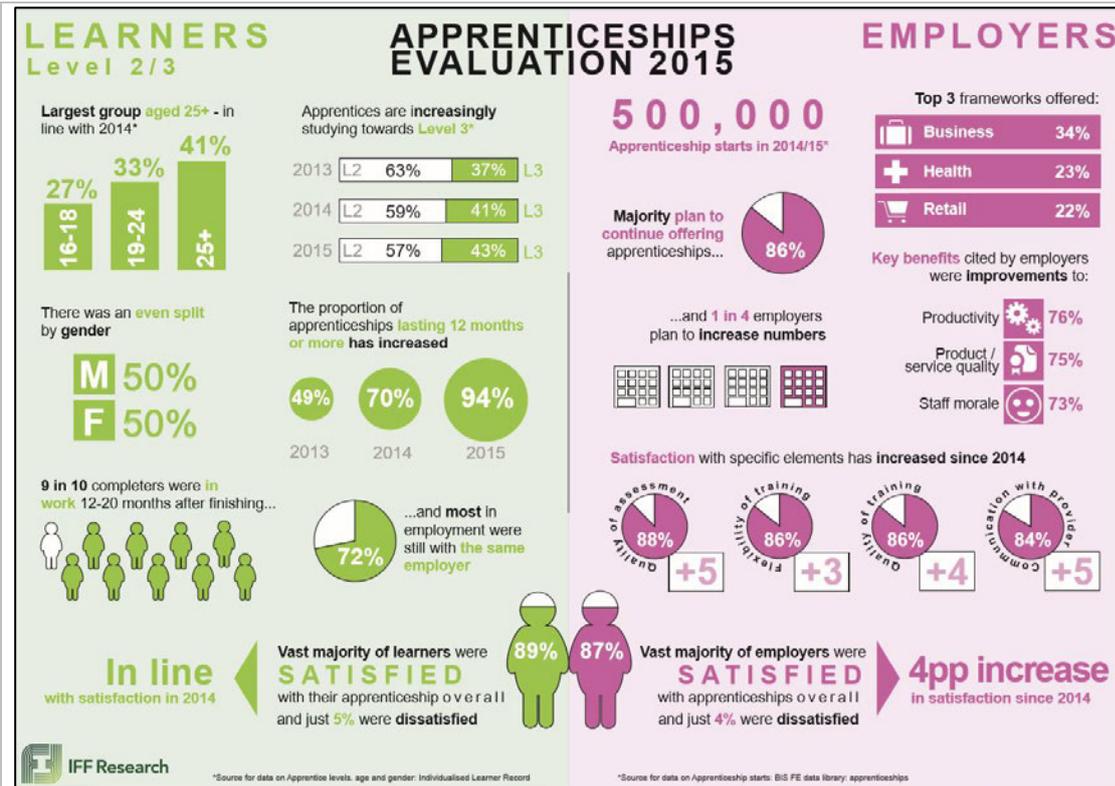
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Our guiding principle in writing reports and presentations is to use the findings to tell a clear story. Within each section, our preferred approach is to structure the text in a similar manner to a newspaper article, i.e. beginning with the 'headline' findings before providing the supporting detail. We believe the research findings should be accessible to a non-expert and presented to make the research topic as interesting as possible. The reports will start with an executive summary, and data will be displayed in a graphic form where possible, to visualise changes over time (this helps to cognitively process data trends). This will include a takeaway infographic summarising key findings for 2020, and any key changes over time (examples of previous infographics shown below). Statistical differences over time, and between subgroups will be highlighted in the narrative, and via stars or similar in charts. The



reports will also contain detailed annexes outlining methodological processes including sampling, questionnaire design, fieldwork processes and weighting.



We shall also produce a PowerPoint presentation to accompany both reports. While we will disseminate this in a face-to-face briefing to the FSA, we will also design it as a 'takeaway' document so the audience is able to understand the findings without a presenter guiding them through.

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Annual review

With any study of this kind it is important to hold a period of reflection, to critically assess how the project was delivered, what worked well and what could be improved for next time. We propose two sessions for this purpose. The first will be held shortly after the final report is prepared, i.e. in early February. While the project is still fresh in individuals' minds, there will be value in discussing operational considerations and processes, and reflect on how these might be improved in future studies. The IFF team including Directors, and the FSA project team would attend this. We then propose a further review session later in the year where the focus lies more on perception of the results, how the results have been used, what limitations there have been to the data, and what new areas of policy interest might be incorporated into the next year of the study. This session may work best as an interactive workshop, which we would be happy to lead, with some of the study's key stakeholders. We are happy to offer both sessions free of charge as it is as much in our own interests to increase efficiencies and improve delivery in subsequent years. We are happy to discuss the timings of this workshop with FSA; it may be best at the start of the Autumn, once individuals have returned from their Summer holidays, and sufficient time has passed for the findings to have been utilised within the FSA.

Online feasibility study (Optional)

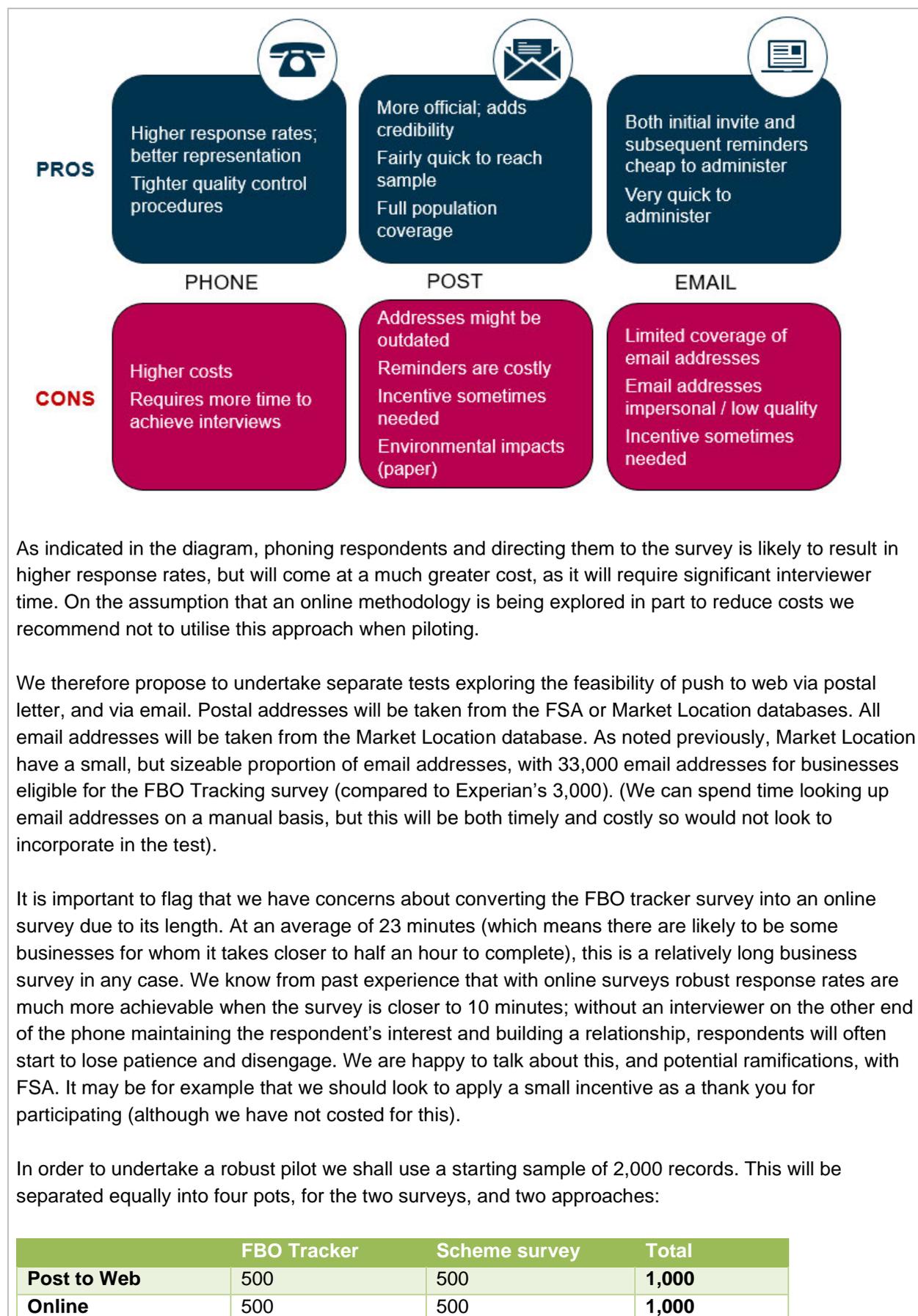
The FSA are keen to trial online versions of both the FBO tracker survey and the Scheme survey. We are very happy to incorporate this into our plan, and bring a wealth of experience conducting feasibility studies that explore such avenues. Recently we conducted an online feasibility study into the DfE Apprenticeship Evaluation study, conventionally a biennial CATI survey with 4,000 businesses, where we tested an online survey with 1,000 employers. We have undertaken such exercises in the past for HMRC, Welsh Government and HESA and are planning a similar exercise for the DfE Employer Skills Survey later this year.

Additionally, we are well versed in undertaking core business surveys online. Current examples include the Trade Survey for Wales (8,000 businesses invited, with 1,000+ responses), on behalf of Welsh Government, and the Annual Goods and Services Survey (ASGS), on behalf of the Office for National Statistics (40,000 businesses invited). The ASGS deliver data of the highest national importance as it measures turnover generated by UK businesses and is used within the Services Producer Prices Index (SPPI) and national accounts in their calculation of gross domestic product (GDP), and by the likes of the Bank of England to monitor inflation. The survey, now in its fourth year, was the first business survey to ever be outsourced by ONS, who, by their very nature/existence, are one of the most demanding and stringent of research 'buyers'. It was also their first survey to be migrated to an online methodology.

The specification is left fairly open as to how the online pilot might be conducted. There are number of ways one can engage respondents in an online survey, including: initially reaching out to them via a phone call and asking them to complete the online survey; sending a letter containing a link to the online survey; or sending an email with the same link. The diagram below summarises the key advantages and disadvantages of each approach.

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Total	1,000	1,000	2,000
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It is difficult to anticipate the response rate at this stage – this is partly of the course the rationale behind undertaking this feasibility exercise – but recent online surveys with businesses have ranged from 4% to 15% response rates (the Trade Survey for Wales adopted a post to web approach and resulted in a 13% response rate). Certainly one might expect the Scheme survey to achieve a higher response rate given its shorter length.

As discussed in the Sampling section, we will draw sample separately for this online feasibility exercise, but the profile of respondents by subgroup will mirror those chosen for the main surveys, to enable suitable comparability, so long as the sample is available to be drawn in this way.

To encourage response we propose that one letter reminder is sent to all ‘post to web’ sample two weeks after the original letter is sent. For the online sample we would send a reminder a few days after the initial email, and follow up with two additional reminders later in fieldwork. To maximise comparability online fieldwork will occur at the same time as the CATI surveys, although we may stagger start dates slightly to reduce the burden on the team.

Survey design

For a true test to compare the online results with the telephone results we need to keep both surveys consistent in structure, wording and design. This does raise some challenges however, as the surveys have been designed with a telephone platform in mind as opposed to an online platform. Without the support of an interviewer, online surveys need to be as clear and self-explanatory as they possibly can. In our review of the questionnaire during the first week of the project, we will therefore need to bear in mind how the questions would appear to an online audience.

Drawing on our experience we will use the following mechanisms to encourage response:

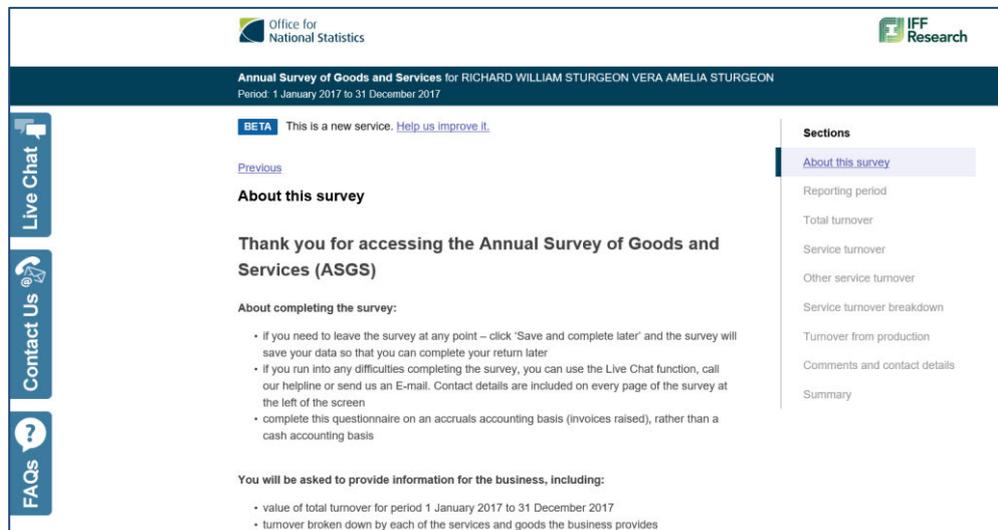
- Engaging landing page: It is critical that the landing page for the survey is clear, concise and offers a ‘hook’ or selling point on why they should take part.
- Providing an FAQs page: This provides respondents with more information about the survey including how their data will be used, and their rights in relation to GDPR.
- Setting up a helpdesk: After the survey is launched, we will undoubtedly receive queries. We will set up a helpdesk for the project team and a dedicated email address and this will be well signposted on all correspondence to encourage response.
- A well designed, mobile-first survey: The presentation, look and layout of the questionnaire is important both in engaging participants and in ensuring that the survey is as easy as possible for the participant to complete. In our experience the survey should:
 - not have too many questions per page (i.e. to avoid the need to scroll down to see the next question);
 - use formatting and colour to make the online survey more attractive to look at and engaging for the respondent;
 - surveys are able to adjust dynamically to the browser and device used, auto-rendering to screen size. The size of the touch target area for each question/response button also adjusts according to the recommendations of different device’s operating system.

We have extensive experience of providing online surveys for our clients, including a number of high profile projects such as the aforementioned Annual Survey of Goods and Services for the Office of

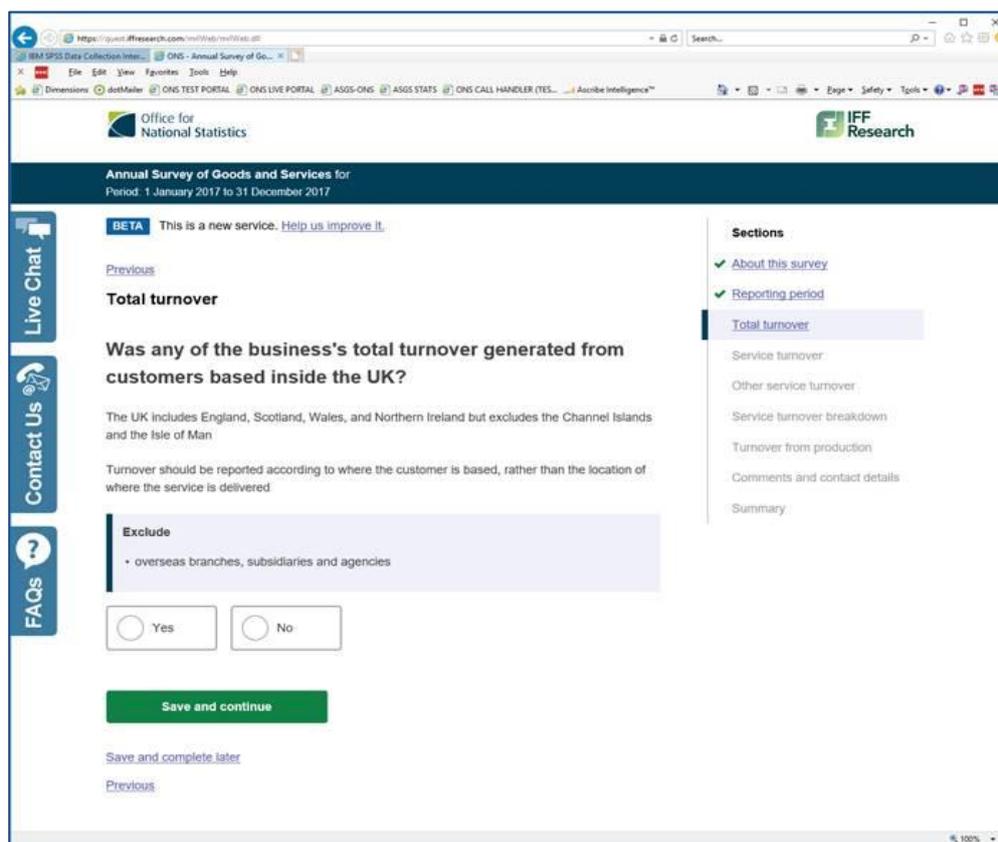
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National Statistics, where for the last four years we have delivered an online survey to 40,000 businesses. Therefore you can be assured we will develop a well-designed, and professional survey, we provide some examples below of the online survey tools we have developed for clients (the bottom one showing both desktop and mobile versions).



The screenshot shows the introduction page of the survey. At the top, it features the logos for the Office for National Statistics and IFF Research. The title is "Annual Survey of Goods and Services for RICHARD WILLIAM STURGEON VERA AMELIA STURGEON" with a period of "1 January 2017 to 31 December 2017". A "BETA" banner indicates it's a new service. A sidebar on the left contains "Live Chat", "Contact Us", and "FAQs" buttons. The main content area includes a "Previous" link, the heading "About this survey", and a thank-you message. It provides instructions on how to complete the survey, such as using the "Save and complete later" function and reporting turnover on an accruals basis. A "Sections" menu on the right lists various survey components like "Reporting period", "Total turnover", and "Service turnover".



This screenshot shows a specific question within the survey. The question is "Was any of the business's total turnover generated from customers based inside the UK?". It includes a definition of the UK and instructions on where to report turnover. An "Exclude" section lists "overseas branches, subsidiaries and agencies". Below the question are two radio button options: "Yes" and "No". A green "Save and continue" button is prominently displayed, along with a "Save and complete later" link and a "Previous" link. The "Sections" menu on the right is updated to show "About this survey", "Reporting period", and "Total turnover" as completed or active sections.

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The image shows a survey form titled "Perceptions of the GMC" displayed on both a desktop monitor and a smartphone. The desktop version is on the left, and the smartphone version is on the right. Both screens show the same content: the General Medical Council (GMC) logo at the top left and the IFF Research logo at the top right. The main heading is "Perceptions of the GMC". Below this, the question is "Firstly, how confident, if at all, are you in the way that doctors are regulated by the GMC?". The instruction "Please select one answer" is followed by five radio button options: "Very confident", "Fairly confident", "Not very confident", "Not at all confident", and "Don't know". At the bottom of the form, there are three buttons: "Previous", "Pause", and "Next".

Reporting findings

Once fieldwork is complete there are various tests we will undertake to determine the success or otherwise of the various approaches:

- The level of response (the response rate is clearly critical in any evaluation of the cost benefits of an online method). This would also examine data on such things as the number of emails which bounced back, which were received but never opened, which were opened but the survey never started; where the respondent started the survey but did not complete;
- The profile of respondents compared to those in the starting sample, and those responding to the telephone surveys (looking at the issue of whether particular types of respondent are less likely to participate)
- The quality of response, for example the number of don't knows, evidence of acquiescence bias, evidence of overly quick responses (we can use time checks to determine how long the survey took to complete) etc.
- An overall comparison of online to telephone results on all key measures. If there are large differences then this may have implications for the desirability of moving to an online approach.

We will produce a report shortly after fieldwork finishes summarising the results of our analysis, and providing an assessment of the feasibility of an online survey in future. This will include implications for sampling, questionnaire design, respondent engagement as well as a cost-benefit analysis of the different approaches. The report will be kept to approximately 10 pages in length.

Cognitive study (Optional)

We also note interest in undertaking cognitive testing of the surveys. This may be more difficult to fit into the timetable prior to 2020 fieldwork; below we therefore discuss our theoretical approach to cognitive testing, and are happy to provide a more precise plan upon commissioning.

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IFF Research are strongly positioned to carry out cognitive testing. Many of our studies involve extensive development work of this nature and most of our large scale business surveys contain some form of cognitive development work, including the Employer Skills Survey and the Employer Perspectives Survey for DfE, Measuring the Cost of Delivering Apprenticeship Standards for the Institute of Apprenticeships, and the Business Perceptions Survey for BEIS. More importantly, we also undertake substantial, bespoke cognitive studies, with recent examples summarised below:

- **Large-scale cognitive and user testing (120 interviews)** for the OfS, exploring the experiences of Higher Education providers and Taught Postgraduate students to create and test a new survey of 13,000 students (2019).
- A programme of face-to-face cognitive interviewing to develop the **Management Practices Survey for ONS** (2016)
- Cognitive testing of the new Graduate Outcomes survey for HESA, involving 95 interviews (6 in Welsh) with a spread of graduate types, supplemented with the testing of a standalone online survey by a further 1,094 graduates. We also contributed to the 'NewDLHE' consultation prior to this phase of cognitive testing (2017)
- Two studies involving **user testing lab interviews for Acas** to test employer experiences of accessing services online (2017)
- A **2-year programme of user-testing** to inform the design and communication of the National Employment Savings Trust product supporting the introduction of pension auto-enrolment. This involved multiple cognitive testing projects and usertesting among employers and employees.
- **National Student Survey (NSS)** cognitive testing for HEFCE and then OfS entailed **400+ cognitive interviews** with students, testing the existing questionnaire and exploring new questions. (2015-2017)

Cognitive interviews are undertaken by members of the research team; we have designed our own in-house training on cognitive interviewing and analysis techniques, which is delivered to all researchers. We therefore have the skills and capacity to carry out cognitive testing during the next wave and in subsequent waves/years as needed to test new questions or navigational changes.

We see value in conducting cognitive testing iteratively. Feedback from a first wave of fieldwork will result in changes to the questionnaire, which are then retested, and so on, until we are confident that questions are being interpreted/answered in a uniform way across different types of businesses and that respondents flow through the questionnaire with ease.

For a full cognitive testing exercise, we would look to ensure good representation across key subgroups, and to ensure that each possible route through the questionnaire is tested more than once. It is also important to test the survey among a proportion of respondents whose first language is not English, to ensure that the language used is appropriate for a range of audiences. A suggested structure for an initial wave of 20 interviews in each survey is provided below, as a starting point for discussions with FSA.

FBO Tracking Survey	England	Northern Ireland	Wales
Outlet type			
Primary food producers	1-2		1-2
Manufacturing	1-2		1-2
Wholesale	1-2		1-2
Retail	1-2		1-2
Accommodation	1-2		1-2

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Food and beverage service activities	1-2	1-2		3-4
FHRS Rating				
0-3	1-2	1-2		3-4
4	1-2	1-2		3-4
5	4-6	1-2	1-2	6-8
None	4-6	1-2	1-2	6-8
Size				
<10	6-8	1-2	1-2	8-10
10-24	2-3	1-2		4-6
25-49	2-3	1-2		4-6
Whether English first language				
English First language	6-8	2-3	2-3	10-14
English not first language	4-6	1-2	1-2	6-8
Total	10-12	4-5	4-5	20

Scheme Survey	England	Northern Ireland	Wales
Outlet type			
Hotel/bed & breakfast/guest house/pub/bar/nightclub	1-2	1-2	1-2
Restaurant/café/canteen/other catering	1-2	1-2	1-2
Retailers	1-2	1-2	1-2
Takeaway/sandwich shop	1-2	1-2	1-2
FHRS Rating			
0-3	1-2	1-2	1-2
4	1-2	1-2	1-2
5	3-4	3-4	3-4
Size			
<10	3-4	3-4	3-4
10-24	1-2	1-2	1-2
25-49	1-2	1-2	1-2
Whether English first language			
English First language	3-5	3-5	3-5
English not first language	2-3	2-3	2-3
Total	6-8	6-8	6-8

Depending on the scope of the cognitive exercise, it may be possible to find cost efficiencies by testing both surveys with the same business in the same setting. This would be certainly possible if cognitive testing only focussed on a handful of new questions in each survey. The samples of course do not map over precisely, but it may be possible that we could undertake 30 interviews rather than the 40 that would occur if one tested each survey separately. We have costed on this basis.

We would work with FSA to understand further which businesses to purposefully sample within this broad structure. IFF will draft a recruitment screener for sign-off by FSA. Sampling is likely to be sourced via the same avenues as noted above. Advance contact would be made with businesses; with recruitment conducted by specialist IFF qualitative recruiters.

The approach taken to cognitive testing is dependent on the requirement in hand: testing a completely new questionnaire would benefit from respondents answering the whole survey before answering questions about their experience of this. In this instance however – as both questionnaires are well

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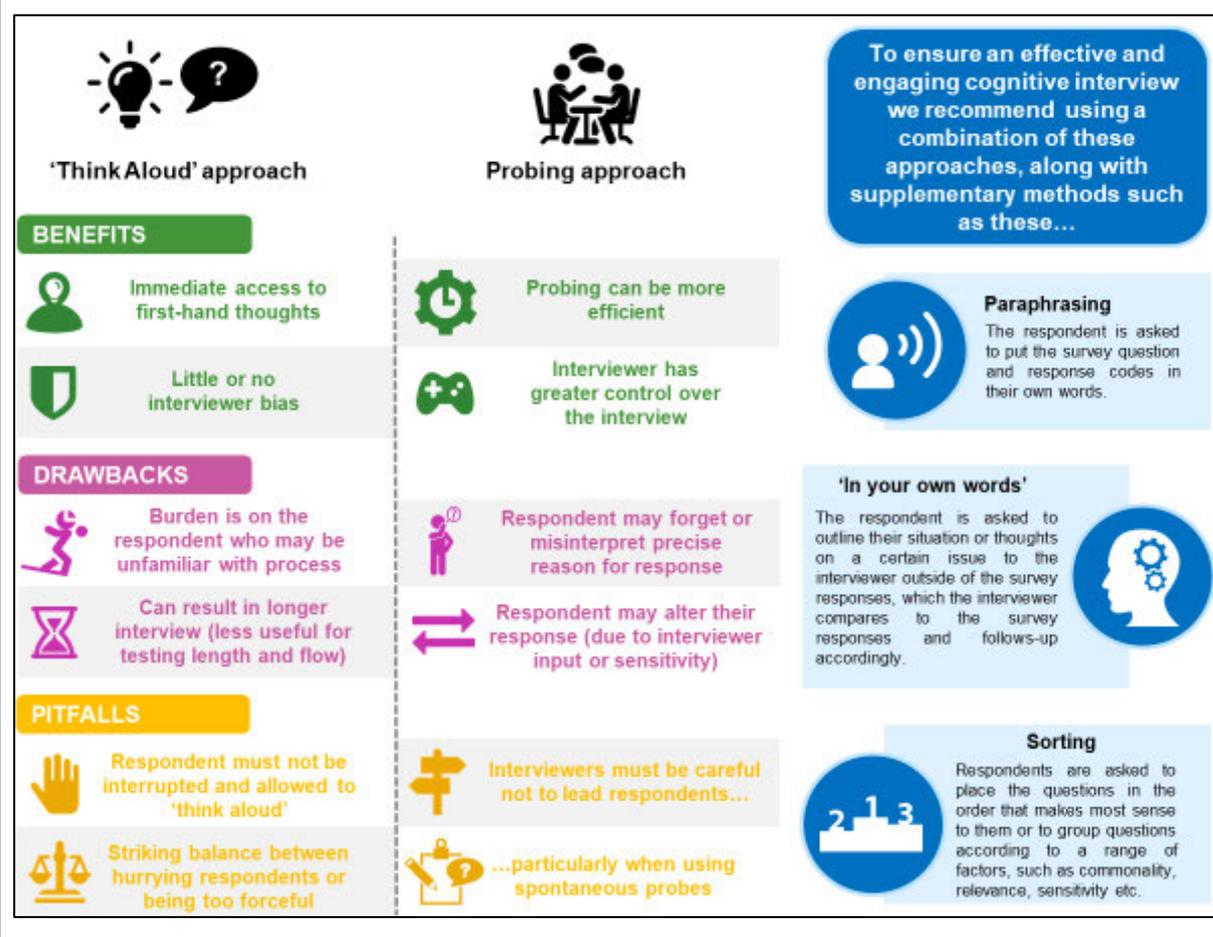
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developed already – this may not be necessary, and instead, focus can be placed on any new questions for the wave, or questions that are being considered for revision.

Through our extensive cognitive testing in the past, we have devised a series of techniques and accompanying question wording that be deployed during the cognitive interviews, some examples of which are included below.

Method	Summary
Think Aloud	Subject verbalises thoughts as they respond.
Probing (pre-prepared and spontaneous)	Looks at reasoning behind respondent answers. Asks open and then narrower questions to elicit detailed responses.
Paraphrasing	Respondent puts survey question and response codes in their own words.
'In your own words'	Respondent outlines views/experience to the interviewer separately from survey responses. Interviewer then compares and follows-up accordingly.
Sorting	Respondents place questions in the order that makes most sense to them or groups them by e.g. commonality, relevance, or sensitivity.

The following graphic identifies the benefits and drawbacks of the key techniques.



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We may also use this opportunity to explore the potential for social desirability bias, whereby businesses might be tempted to provide the responses that are expected of them, as opposed to their real attitudes and approaches. It will be of particular importance to test this among those businesses with a lower hygiene rating (and therefore potentially more to 'hide'). We will therefore explore:

- How they anticipate the FSA will use their answers (i.e. is there any risk that their answers might impact their own business in a negative way)
- How the reassurances over anonymity and confidentiality made them feel
- Which questions, if any, they felt uncomfortable answering, and why

An IFF researcher will take the respondent through the questions to be cognitively tested, qualitatively exploring their interpretation of the question and their ideal response (including how they arrive at this), utilising the techniques as mapped out above. Preferred wording or response options will be captured where there are limitations with the existing form.

A charity donation of £25 would be paid as a thank-you for respondents' time. All interviews will be undertaken by members of the core research team, i.e. those with responsibility for designing the questionnaire. While social distancing measures are in place interviews will be conducted via video conferencing (Zoom/Skype), and we have costed accordingly. If restrictions are lifted, allowing for face-to-face interviewing, we shall discuss with FSA the additional costs this might incur, and the benefits of doing so.

We will design an interview guide which will be signed-off by FSA before use. This will evolve during the iterative testing phase. Any amends will be communicated and agreed with FSA at our regular catch-ups.

All cognitive feedback will be written up in an excel-based analysis framework, containing filters that allow us to analyse responses by subgroup. At the conclusion of fieldwork, we will hold a Director-led analysis session. During these, researchers will develop their thinking regarding the findings/their implications; they 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 shall produce a short report once cognitive fieldwork is complete. This will be accompanied by an updated questionnaire containing our proposed changes. We are happy to then meet with the FSA team to discuss our proposed changes, and agree on final wording etc.

D. 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

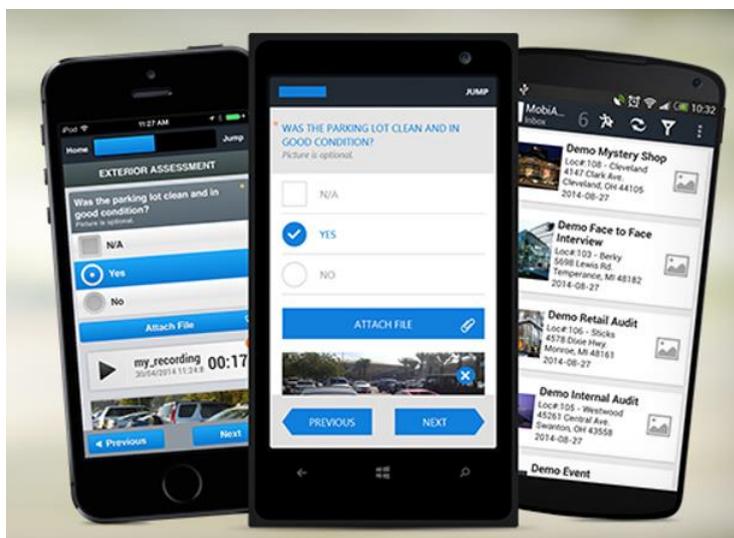
.

To support response rates for the two surveys, 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).

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For the audit we will be utilising MSL's tailor made app (as shown below) that can be downloaded on to smartphone and tablet devices. This works both online and offline and enables the auditors to complete their audits on the move and covertly whilst on site. This further increases the accuracy of the data.



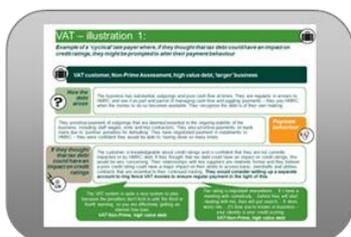
Furthermore, when the auditor completes the audit on site, the app detects their location and automatically records the auditors' geographical location. This is a crucial part of our quality control procedures, as it confirms that the auditor was present at premise at the time of audit.

In addition to innovation in fieldwork methods, we are keen to discuss with the FSA new methods of delivering and disseminating the findings of the research. One of the challenges faced by any research programme is to ensure that the data is accessible to those who should and would obtain value from it, i.e. communicating data so that it does not just remain the preserve of a few but is used by many. We understand the power of visuals and graphics in grabbing audience attention and contributing towards a raised profile of the research. To this end, we will make plentiful use of charts and tables for quantitative findings and diagrams, to represent qualitative findings visually.

Quotations: We make use of verbatim quotes to bring the findings to life. These would be carefully anonymised, but would include individuals' sub-groups.



Case studies: We would look to expand on verbatim quotes using anonymised case examples where individuals tell us a story of particular interest, that communicates a key theme.



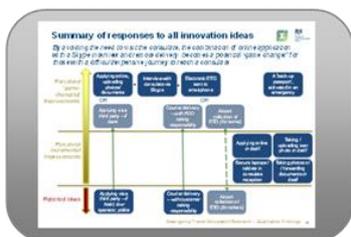
Diagrams: We represent qualitative findings visually. For example, grouping certain attitudes or behaviours into segments.



Annotated stimulus: Whether exploring draft booklets, online guidance or a performance framework, annotating these makes participant feedback accessible 'at a glance'.



Hierarchies of ideas: We present visual summaries of how 'warm' participants were to materials tested – e.g. alternative concepts or design routes, or topics for inclusion in guidance booklets.



Translating findings into user toolkits: We have experience of translating findings into resources for direct use by stakeholders (e.g. organisers of exercise for disabled people)



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.

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3: THE PROJECT PLAN AND DELIVERABLES

A. THE PLAN

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

Our proposed timetable for the first year is attached separately to this document with a high-level summary flow chart below. We note that the projects are condensed compared to last year, and in particular in the delivery of fieldwork. We are comfortable with our ability to deliver the required number of interviews and audits over this short period of time and foresee no issues here caused by a lack of capacity at our end. It is more at the back end of the project where timings become tight. We will need to ensure a quick turnaround of data, and have an agreed reporting structure in place as soon as possible to enable us to deliver the high quality publications that are required.

Of course if severe restrictions are imposed as a result of Covid-19 this may necessitate a delay to fieldwork and the project as a whole. Both IFF and MSL can be flexible and delay fieldwork and reporting as required if necessary. If the project is extended by at least a couple of months however we would need to review our project management fees and discuss any budgetary implications (these are likely to be minor but account for the additional communications that such delays might result in).

A few additional observations behind our plan include:

- We must ensure we have sufficient audits conducted in good time to top up the Scheme survey sample. Our timetable purposely ends audit fieldwork a week prior to the end of the scheme survey to facilitate this
- The online pilot study fieldwork is due to occur at the same time as the mainstage surveys. In reality, to reduce burden on the team, fieldwork start dates may be staggered (by a day or so).
- We have not proposed a time for the main annual review meeting. We anticipate it will be best to hold this towards the end of the Summer but can be flexible towards FSA needs.
- We have not included cognitive testing in our timetable. We don't believe there is sufficient time to undertake this prior to the first year of surveys. However in future years it would be achievable if the inception date were brought forward by a few weeks, to mid September.

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	Activity	Month
	Inception meeting, COVID-19 Plan	October 2020
	Sampling	October 2020
Objective 1	Tracker Survey Prep and Fieldwork	Oct - Nov 2020
Objective 2	Audit Prep and Fieldwork	Oct - Nov 2020
Objective 3	Scheme Survey Prep and Fieldwork	Oct - Nov 2020
	Online Pilot	Oct - Nov 2020
	Weighting	November 2020
	Analysis	Nov - Dec 2020
	Reporting & Presentation	Dec 20 – Jan 21
	Post-Project Review	February 21

B. DELIVERABLES

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

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

Each deliverable should be:

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

Please insert additional rows to the table below as required.

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

DELIVERABLE NUMBER OR MILESTONE IN ORDER OF EXPECTED ACHIEVEMENT	TARGET DATE	TITLE OF DELIVERABLE OR MILESTONE
1 - ALL	13/10/2020	SAMPLING STRATEGY
2- OBJ02	22/10/2020	FINAL AUDIT QUESTIONNAIRE
3 - OBJ03	22/10/2020	FINAL SCHEME QUESTIONNAIRE
4 - OBJ01	23/10/2020	FINAL TRACKER QUESTIONNAIRE
5 - OBJ02	20/11/2020	COMPLETE AUDIT
6 - OBJ01	27/11/2020	COMPLETE TRACKER SURVEY
7 - OBJ03	27/11/2020	COMPLETE SCHEME SURVEY
8 - OBJ101 AND OBJ03	11/12/2020	ONLINE PILOT REPORT

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9 - OBJ01	21/12/2020	SHARE TRACKER DATA FILE AND TABLES
10 - OBJ02	21/12/2020	SHARE AUDIT DATA FILE AND TABLES
11 - OBJ03	21/12/2020	SHARE SCHEME SURVEY DATA FILE AND TABLES
12 - OBJ01	24/12/2020	DRAFT TRACKER SURVEY REPORT
13 - OBJ02 AND OBJ03	24/12/2020	DRAFT AUDIT AND SCHEME REPORT
14 - ALL	22/01/2021	PRESENTATION OF FINDINGS
15 - OBJ01	29/01/2021	FINAL TRACKER SURVEY REPORT
16 - OBJ02 AND OBJ03	29/01/2021	FINAL AUDIT AND SCHEME REPORT
17 - ALL	05/02/2021	DOCUMENTATION OF Q&A CHECKS
18 - ALL	05/02/2021	POST PROJECT REVIEW
		YEARS 2 AND 3 TBC BUT TO FOLLOW SIMILAR PATTERN

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.

1. Research to explore the food industry's provision of allergen information to consumers for non-prepacked foods, Dec 2019 – Aug 2020, FSA, £163,880 + VAT

IFF Research were commissioned to undertake research to better understand the current provision of information on allergenic ingredients by food businesses to consumers for non-prepacked food and to see how this has changed since the legislative changes which came into full force in 2014. The research will also provide a new baseline of understanding for food prepacked for direct sale, including awareness and intentions in the light of new legislation coming in by summer 2021. The research investigated businesses' compliance with current legislation and explored any anticipated barriers to implementation of the new legislative requirements, as well as the support they need to comply. Combined, this will inform FSA's ongoing work on safety-related food labelling.

The study consisted of four key phases, based on a multi-methods approach using both qualitative and quantitative techniques including:

- 10 scoping interviews with industry representatives, consumer representatives, environmental health officers and policy experts;
- a telephone survey of 2,700 food businesses;
- telephone interviews with 60 market stalls;
- 25 qualitative follow-up interviews with food businesses exploring the facilitators and barriers around information provision and around adequate supplier auditing / cross-contamination controls.

The research is a follow-up to the baseline study that we conducted for the Food Standards Agency in 2012-2014. As part of this study, we also conducted qualitative research (6 group discussions) with food businesses exploring in more depth what they plan to do to comply with the regulations; what particular challenges or difficulties they anticipate; what support they like would like to receive from the

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FSA and what specific tools may help them to comply. We presented findings of the first baseline study at FSA's Food Allergy and Intolerance Programme Workshop.

This example demonstrates the IFF team's track record of working with the FSA and their ability to fulfil the brief to a high standard.

*The IFF team have drawn on their **experience of conducting the earlier baseline study on allergen information provision and its qualitative follow up**, as well a **large scale mixed-methods evaluation of FSA guidance on cross-contamination of E.coli** to effectively reach businesses and engage them.*

Involvement in the programme of allergens research has further consolidated the team's understanding of the priorities of food businesses and the challenges they face, particularly in relation to compliance with regulation / legislation. This track record, knowledge and experience will enable them to ensure that this study provides the FSA with valuable, quality insights.

The quantitative survey was undertaken earlier this year around the time COVID-19 was escalating and during the first few days of lockdown. Although the fieldwork was pulled just prior to completion we continued to achieve a very healthy response rate with food businesses and demonstrated flexibility in boosting resource for the last few days. We are due to (re)commence with paused qualitative phase and will use learnings from this in terms of FBO recruitment and required reassurances.

Jane Thompson, Alex Pearson and Isabel Willis all played key roles in the study as well as conducting stakeholder interviews and being involved in both questionnaire design and analysis / reporting. Alice worked on the original baseline study.

2. Business Perceptions Survey, October 2019 – March 2020, BEIS, £119,180 + VAT

IFF Research were commissioned in 2019 to conduct a survey which tracks business attitudes towards and perceptions of regulation.

The study consisted of a telephone survey comprising 2,000 interviews amongst senior managers at a representative sample of UK businesses. In addition to the main survey, we conducted an alternative 'pilot' survey of 500 telephone interviews amongst senior managers at a representative sample of UK businesses. This survey used the full questionnaire but with some reworded core questions to assess whether the original question wording from the main survey was leading.

IFF were also commissioned to conduct previous iterations of this tracker survey in 2012 and 2016.

*This example demonstrates the IFF team's approach to managing a tracking survey, **balancing the need for maintaining consistency over time so that robust comparisons can be made with previous tracking surveys, while refining the content and approach to ensure it stays relevant for current use by the organisation.***

To ensure the survey stayed fit for purpose, the IFF team worked closely with the BEIS team to ensure that all the key questions for tracking purposes were identified, reviewed the questionnaire for new areas of policy interest, ran a pilot which considered improved ways of putting questions to respondents and ensured that the resulting revisions and deletions did not have an unexpected impact on other questions and would continue to deliver actionable data.

To maintain engagement with the survey among stakeholders IFF also reviewed the report deliverables and developed an illustrative infographic to ensure that the findings were interesting, impactful and digestible for a range of audiences.

This study also demonstrates IFF's proven track record of engaging businesses on 'sensitive' topics such as compliance with regulation.

Rebecca Menys played a key role in project managing the study and was heavily involved in both questionnaire design and analysis / reporting. Andrew was also the shadow Director on the study.

3. Audit of price, promotions and associated marketing in food retail outlets, February 2017, Anonymous client, £7,000 + VAT

Mystery Shopping Limited (MSL) was commissioned by a public sector regulatory body to carry out a price, promotions and associated marketing audit of food retail outlets covering locations across Scotland. In total, over a two-week period, MSL carried out 258 audits of outlets offering take-away food and drink including Tesco, Morrisons, Burger King, Costa, Greggs and McDonald's. Auditors were briefed to carry out a range of observations before making a purchase to assess any promotional offers mentioned during the purchase of a takeaway food or drink item (such as Buy-One-Get-One-Free or Meal Deals).

Observations included signage relating to promotions on the site exterior and interior. Auditors had to pay special attention to:

- Posters
- Menus
- Overhead Signs
- Shelf Edge Signs

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The auditors reported back on the types of promotions offered and the items associated with each promotion. The promotional items were then assessed as to whether they were easy to read and included nutritional or calorie information.

*This example demonstrates Mystery Shopping Limited's ability to deliver a mystery shopping audit on specification and to a high quality. The programme required the auditors to **demonstrate high attention to detail whilst remaining covert**. In order to ensure this programme was successful, MSL prepared a comprehensive brief for the auditors with a step-by-step guide on how to carry out the audits and complete the assessment forms. Audits were then allocated to auditors local to the locations and were booked in with plenty of time to ensure completion within the required timelines. Photos of the receipts, the promotional materials and outside of the site were taken and uploaded to the assessment form.*

Pippa and James both played key roles in managing the team of auditors to deliver the audit.

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

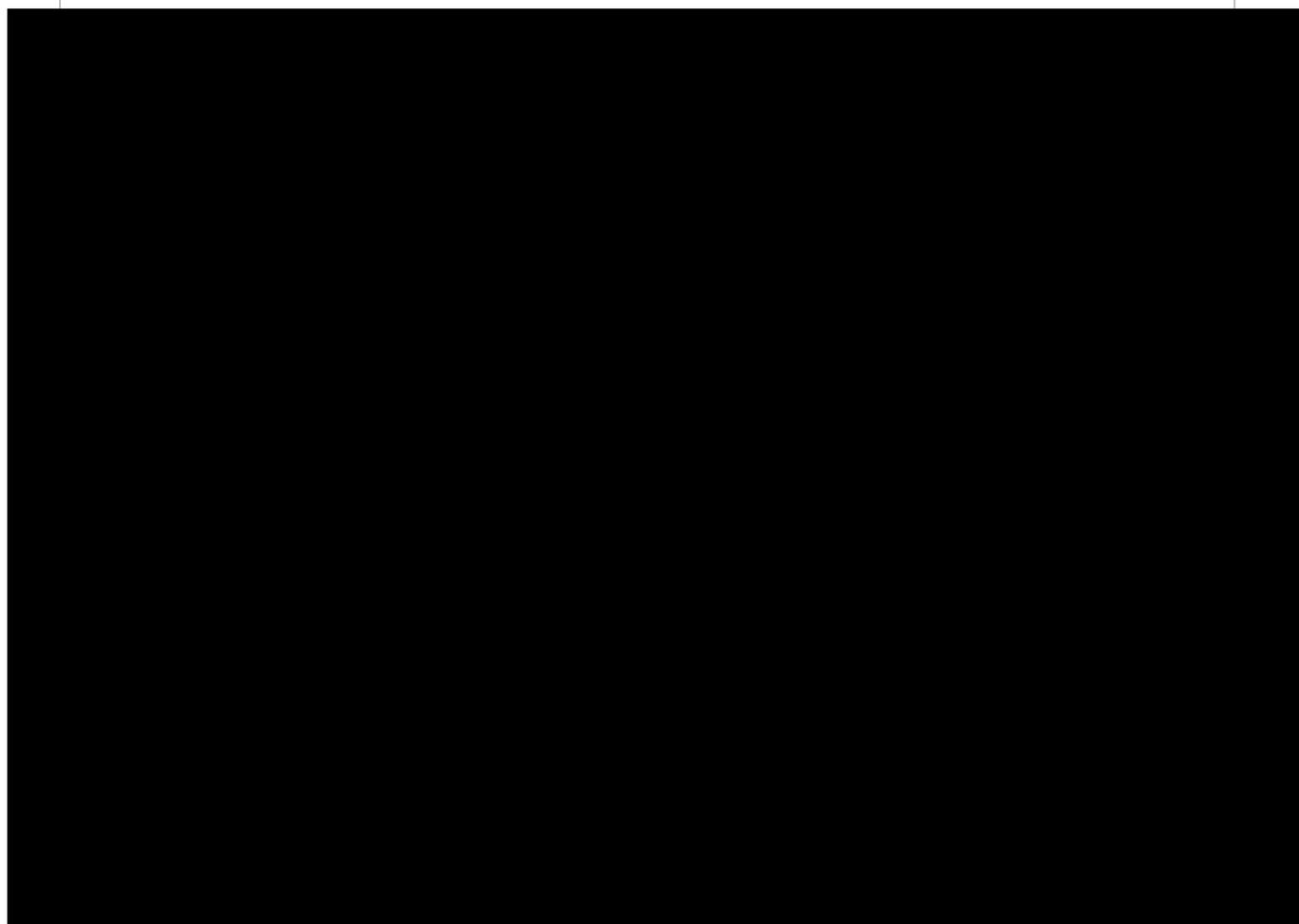
For each participating organisation on the project team please list:- the names and grades of all staff who will work on the project together with details of their specialism and expertise, their role in the project and details of up to 4 of their most recent, relevant published peer reviewed papers (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.

The below diagram shows your core team, who will deliver all strands of the project:



[Redacted text block containing multiple paragraphs of blacked-out content]

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[Redacted text block containing multiple paragraphs of blacked-out content]

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

The IFF team will also work closely with the following colleagues from Mystery Shopping Limited:

[Redacted text block containing names and details of staff members]

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[Redacted content]

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 <i>Days per IFF Research team member (8 hours per day)</i>
[Redacted]	[Redacted]

[Redacted text block containing multiple paragraphs and a bulleted list, all obscured by black bars.]

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[Redacted text block]

Working with subcontractors

[Redacted text block]

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
Project contributes to	Medium	High	In year 1 we anticipate that meetings, presentations and survey work will all occur remotely, preventing the

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<p>community transmission of Covid-19</p>			<p>possibility of Covid-19 being transmitted through the study.</p> <p>For the audit activities, however, the situation is different as auditors will need to visit premises on-site. MSL has put in steps which follow all of the advice given by the MRS and MSPA to enable face to face audits to be carried out safely.</p> <p>Before the auditor is permitted to apply for the assignment, they must complete a self-assessment declaring that they are healthy enough to take part, that they do not consider themselves of any additional risk and that they are happy to take part in the assignment and commit to following all up to date government guidelines at all times.</p> <p>As part of the auditor briefing, any mitigating factors identified in the risk assessments to ensure auditor safety will be highlighted to ensure the safety of the auditor.</p> <p>With support from the MSL management team, auditors will conduct a rapid risk assessment prior to travelling to an audited premise. This will cover:</p> <ol style="list-style-type: none">1. The environment where the research is to take place.<ul style="list-style-type: none">○ The government guidelines for each type of establishment will be complied with.2. Whether social distancing is feasible.<ul style="list-style-type: none">○ The times of the visit will be scheduled with this in mind – where it is not possible, the auditor will be not be asked to enter the premises until it is safe to do so.3. Locations, times and circumstances to avoid when undertaking face to face auditing.<ul style="list-style-type: none">○ Quieter times will be chosen where possible to reduce any risk.4. Circumstantial risks of undertaking mystery shopping projects e.g. busy peak times in mystery shopping locations when social distancing may be difficult.<ul style="list-style-type: none">○ Quieter times will be chosen where possible to reduce any risk.
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			<p>5. The personal protection the auditor might need to be advised to wear.</p> <p>All auditors will be asked to wear PPE appropriate to the establishment in line with government guidelines.</p>
<p>Covid-19 limits the number of businesses that are open during fieldwork period</p>	<p>Medium</p>	<p>High</p>	<p>The six month period of lockdown is likely to have contributed to some FBO's having to close, reducing the size of the starting population (although the FSA database is updated fairly regularly meaning some of these businesses will not appear on the starting sample).</p> <p>Some businesses will not have shut down permanently, but may not be trading currently. This is particularly likely in businesses whose operations involve a significant number of people congregating in a closed environment, such as night clubs and exhibition / public hall spaces.</p> <p>Finally, local restrictions are now being imposed which may have more stringent requirements for certain FBO's.</p> <p>This is a fast moving situation which makes it tricky to plan for. Local restrictions can be applied with little notice, and the severity of restrictions may differ by location. For both IFF Research and MSL, flexibility and agility is core to our working models and we are happy to adjust as project demands change. Below we propose our broad strategies for responding to Covid-19 restrictions; we would welcome discussing these further at the inception meeting, while we also propose to produce a Covid-19 Response Plan towards the start of the project which sets out potential issues and mitigating strategies in more detail. As we start to discuss below, this will set out the potential scenarios, depending on the type of restriction imposed, and the solutions to these scenarios. This will supplement the usual live risk register that will be utilised in project catch ups between the FSA and IFF Research.</p> <p>Mitigations for the surveys</p> <p>We present mitigation strategies below, in order of the level of severity of Covid-19 restrictions:</p> <p>We anticipate that the vast majority of FBO's will remain open and able to take telephone calls during the fieldwork period. Where local restrictions are applied that mean FBO's are required to shut we will</p>

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		<p>review the sample to explore which businesses are likely to be affected and what proportion of our sample they account for. If it is a small proportion (e.g. less than 5%), then we should be able to continue fieldwork as planned, but hold back from calling those businesses. This should not have a significant impact on the final data unless these businesses meet quite precise regional criteria, and we can adjust weighting strategies accordingly to account for under-represented businesses.</p> <p>In the event that wider restrictions are imposed (e.g. >5% businesses affected) then we may need to adopt a different approach. 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 we are given suitable notice of potential local or wider restrictions, then we would look to scale up interviewer resource to calling the sample in those locations so as to achieve as many interviews as we can prior to any restrictions occur. As noted elsewhere, we have a substantial panel of over 1,000 CATI interviewers; we are well used to scaling up resource quickly. Alongside this we can reduce the length of the survey, enabling us to complete more interviews in a short amount of time. We would need to agree quickly with FSA which measures to retain, but have a suitably sized team to respond to this requirement in a quick and agile fashion. Costs incurred through this additional work would likely be offset by cheaper fieldwork costs resulting from shorter interviews.</p> <p>If necessary, we are also happy to delay/postpone fieldwork until such time that lockdown eases, although this will of course have implications on the reporting timeline.</p> <p>Mitigations for the audit</p> <p>For auditing, lockdown restrictions may prevent our auditors from entering FBO premises, either because they are shut, or because social distancing requirements limit the number of people allowed in at any time. We should still be able to undertake external audits of the premises, although our ability to record the display of stickers will be impeded if the premises (particularly shops and restaurants) have shutters.</p> <p>As part of the usual process, auditors will record if they are unable to enter premises (and for what reason),</p>
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			<p>and we will monitor this figure regularly, and communicate to FSA in our regular progress reports. It is quite likely that this figure will be higher than in previous years, but we will need to agree with FSA what limit should be applied to this figure, above which a new approach would need to be taken. A decision on what the limit should be will be taken bearing in mind the anticipated sample size this is likely to result in for data that can only be captured from within an establishment.</p> <p>Very severe lockdown restrictions may also prevent people from travelling into regional areas, or indeed within regional areas. In terms of travelling between regional areas, MSL have a substantial panel (330,000 panelists) covering all regions, so we do not anticipate being affected by requirements preventing travel into regional areas. With regards to the travelling within regions, all restriction of movement will of course impact our ability to audit. If we do encounter difficulty entering premises then again there are options for delaying auditing, although due to the tight timeframes this may have knock-on impacts for reporting timings. There are other options however, For example, we could adapt the Scheme Survey to pick up some of the key measures determined from the Audit. This runs the risk of obtaining less accurate data if respondents seek to present their approach to displaying ratings in a more positive light than reality. This would have knock on effects on tracking trends over time and we would therefore suggest these particular measures are excluded from any trend analysis.</p>
Lower than anticipated telephone match rate	Low	High	<p>Our team have a proven track record of maximising the success rate of tele matching sample from a variety of database. For example on our long-term work for the ONS in relation to The Annual Survey of Good and Services (ASGS) we match c.85% of businesses drawn from the IDBR to telephone numbers.</p> <p>We will achieve healthy match rates by using Market Location, the database with – to our knowledge – the largest coverage of business phone numbers, UK Changes, and manual desk research. We can easily scale up resource levels on manual look-ups should the automated telematching process produce fewer telephone numbers than anticipated.</p>
Mistakes in the CATI programming	Low	Medium	<p>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</p>

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			<p>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 autosps file (mainly for routing). The pilot will also mean interviewers check the script. We will check the data in detail after one for 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.</p>
<p>Achieving a lower than expected participation rate among respondents</p>	<p>Low</p>	<p>Medium</p>	<p>We are experienced at achieving high response rates on telephone business surveys, with response rates with FBOs maintaining positive levels even at the start of lockdown on our allergens study for the FSA. We have tried and tested protocols for contacting prospective respondents and introducing the study which we discussed in our Approach section. For this study we have increased our sampling ratios slightly as there is a greater chance of businesses not being open due to Covid-19, and/or not being willing to engage in a survey, for the same reason.</p> <p>We will only be using experienced business-to-business interviewers on this study. They will be thoroughly briefed about the study (and provided with accompanying written notes). This will ensure they can talk to respondents knowledgeably about the research. There will still be strong QC of interviewers' work, and analysis of the response rates achieved on an interviewer by interviewer basis.</p> <p>We will monitor progress towards overall and quota targets weekly, and use this to guide allocation of interviewer resource. If response rates are lower than expected an option would be to issue more sample (this would of course be discussed with FSA).</p> <p>Finally, the reserve sample drawn for the Audit and Scheme survey could be utilized if we find response rates are much lower than expected in the core survey.</p>
<p>Failure to achieve healthy response among harder to reach groups</p>	<p>Medium</p>	<p>Medium</p>	<p>In our Approach we have set out steps to oversample hard to reach groups, apply larger sampling ratios, and target in more nuanced ways in fieldwork. We have confidence that these measures will be sufficient, and in our progress reporting will update the FSA on a regular basis as to progress made on response levels. In the event that we struggle to reach our targets it may be necessary to elongate fieldwork by a few days to give us more time to reach certain businesses. Depending on the size of this fieldwork extension this may have knock-on effects for reporting, as we are already working towards a very tight timescale. We</p>

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			would therefore work with the FSA to provide you with the outputs you need in January (for example topline of results and presentation), with the final report delivered in early February instead of end of January.
Loss of comparability with previous studies	Low	High	<p>It is vital that a change in contractor in the series does not reduce the comparability possibilities with previous waves. Even the perception of this possibility might undermine use of the data. The technical reports from previous studies contains a wealth of detail as to the operational practices behind the study. We will endeavour to replicate these, in terms of sampling, questionnaire design, fieldwork and data preparation to ensure consistency. We will also look to extricate as much information as we can during the inception meeting from FSA staff involved in previous iterations of the studies.</p> <p>Our interviewers are briefed, and constantly QA'd to ensure they keep to the script and accurately record responses so there should be little impact on data collection. We have a healthy track record of taking on and replicating tracking studies from other agencies, not least the Business Perceptions Survey for BEIS which we recently took over, and the Apprenticeship Evaluation for DfE.</p> <p>We are also conscious that the timings of fieldwork are linked to the UK's forthcoming exit from the EU, and with the impact of Covid-19. Such external factors are likely to have a considerable impact on businesses' attitudes towards regulation and the FSA. It may be difficult to untangle change over time that has been caused by the UK's Exit,, Covid-19, or by other factors, but we will highlight in the report instances where we envisage this could have an effect.</p>
Social Desirability Bias	Medium	Low	<p>Mitigating against this bias involves tailored communications designed to limit its likelihood. Strategies we will look to employ include:</p> <ul style="list-style-type: none"> • Reassuring respondent of what the data is for, anonymity, and the value of candid answers • Introduce the survey in quite general terms so it does not appear that we are 'testing' businesses about how they display their rating • More tailored introduction to businesses with a low hygiene rating, with additional reassurances • Using intro and question wordings to normalise 'unacceptable' answers, e.g. starting "Some businesses have said / Businesses take different approaches to..."

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			<ul style="list-style-type: none"> Using framing / embedding – placing the question that is most likely to result in biased responses in the midst of other questions to which businesses are quite likely to respond in agreement with. Being careful about use of scales as the lower or upper limits can signal ‘unacceptability’ <p>If we undertake cognitive interviews as well then we can explore such issues here, in particular what businesses feel uncomfortable reporting and why, and how they anticipate FSA using the information.</p>
Staff leave	Low	Medium	<p>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.</p>
Errors in the data outputs or the report	Low	Medium	<p>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.</p> <p>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.</p>
Anonymity not preserved	Low	High	<p>The data files will be anonymised, with respondent name, company name, and contact details removed. We will also ensure that a company could not be identified (or guessed) from a combination of variables (size, geography and sub-sector), and will agree data protocols for this..</p>
Loss of data privacy	Low	High	<p>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</p>

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			system. The encryption standards we use are fully compliant with AES-256).
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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. We have proposed using Market Location as the principal means by which to access contact details. They are a trusted supplier with whom we have delivered a number of business surveys for in the past, including our allergens project with the FSA, and the Employer Skills Survey for DfE, which, with 90,000 interviews each wave, is the largest business survey in the UK.

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 questionnaire. Andrew and Jane will be involved during all stages of questionnaire design/set up and have the final sign off before materials are provided to our clients.

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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. As described above we plan to undertake relatively sizeable pilot exercises across all strands, to ensure we can have confidence in the survey vehicles prior to mainstage fieldwork. We will produce pilot reports for FSA to review and sign off before commencing mainstage.

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 three members of the Project team [REDACTED] 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. The same approach to checks will also occur for the online pilot surveys, with additional checks to determine the survey works across a range of devices.
- Following a briefing from the Research Manager, interviewers will be encouraged to 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 automatically 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,

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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).

AUDIT

Mystery Shoppers Ltd has close to 30 years’ experience in the mystery shopping and auditing industry. They are a Company Partner of the Market Research Society, and the Mystery Shopping Professionals Association (MSPA). MSPA is the largest trade association operating in this field, whose primary goals include establishing professional standards and best practices in the industry, regulating ethical behaviour, and educating members to improve quality.

As a member of this body, MSL abide to the MSPA’s Code of Professional Ethics and Code of Professional Standards. The professional standards require MSL to uphold principles in the following four areas:

- Security: keeping questionnaires, products and information secure
- Communication: provide effective communication with clients, contractors, and sub-contractors
- Professionalism: promote respect and trust
- Public relations and image protection: be an advocate for the industry

MSL adheres to professional codes of conduct and applies quality checking procedures at every stage of the programme. Examples of how we will ensure quality on this project include:

- Auditors will be hand-picked based on their location and experience of both working on projects among food businesses, and of conducting audits in this fashion.
- All auditors receive a briefing led by the MSL project account team, and supported by IFF Research.
- After the briefing is complete, auditors receive an online test checking that they have understood the requirements of the brief. Only if they pass this are they incorporated into the panel that works on this project.
- When the auditor completes the audit on site, their geographical location is uploaded to the form which ensures the auditor is at the correct establishment, and cannot ‘game’ the system by submitting an audit into the app without having attended the premises of the audited business. They also take photos of themselves outside the premises (in a cover fashion).
- Auditors will have direct lines of communication with James Walker, Client Services Manager at MSL, in case they have queries regarding the audit.
- James is also the designated quality control manager for this project. After each audit is submitted by the auditor, it is held for 48 hours before being ‘published’, as it undergoes a series of quality checks:

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- Location is correct (verification against photos and geolocation)
 - Date and Time is correct and matches the brief and the date and time the photo was taken.
 - All questions have been answered fully by the auditor and provide enough text in the comments if applicable.
 - Question answers and comments are consistent e.g. if marked no, comment fully explains why not.
 - Answers are not ambiguous.
 - Comments are checked for obvious spelling and grammar errors.
 - If anomalies are identified, the team will speak with the auditor directly and obtain clarification.
 - 10% of assignments are then checked for a second time by another team member.
- F.

As we discuss in the Project Management section, MSL and IFF Research will hold regular meetings, led by [REDACTED] Research Manager, to cover recent activities, explore any issues encountered, review future activities and potential risks.

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:

- 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 Research Manager;
- A data dictionary will be supplied explaining every variable in the data file;
- Weighting will be required and 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.

G.

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 final reports 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] will be actively involved in report/presentation-writing, writing key sections and reviewing all sections. In addition, report drafts are peer reviewed by a Director not directly involved in drafting. [REDACTED], Associate Director, 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 Research Manager before any amend is made.

Presentation charts will be delivered for review in advance and the presentation will be attended and delivered by Directors, supported by [REDACTED] and Research Managers where appropriate.

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All figures in the presentation and reports will be figure checked.

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.

For each survey strand, 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. Achievement of consent can be audited through our comprehensive call records.

The IFF ethics approach means that we will:

- Take all reasonable steps to minimise the burden on participants. This is principally through using a well-designed questionnaire, 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. We conduct opt out/opt in mail or email exercises as necessary;
- Conduct the interviews at a time, place and manner to best suit the respondent and ensure the safety of research staff/interviewers. This includes specifically using male or female interviewers as appropriate, sometimes conducting personal interviews in a public place rather than in home (for safety/privacy reasons); conducting work amongst staff off site to encourage them to speak more openly, the use of Welsh/ethnic language speakers or signers; obtaining the assistance of friends/family/carers where necessary;
- 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.

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- 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:

We strive for inclusive participation in all the research we conduct. At recruitment, the recruiter would carefully check and record any specific requirements the respondent has to enable them to take part. This might include:

- How the IFF interviewer communicates with the respondent (including the need for interpreters etc.);
- How ideas are presented to the respondent;
- Other individuals (e.g. friends, family members, carers) that the respondent wishes to have present in order for them to feel at ease when taking part.
- We can also offer interviewing in other languages to ensure all can take part.

The audit strand of this research also carries some specific theoretical ethical considerations, given that the businesses being audited cannot, by the very nature of mystery shopping as a research technique, give informed consent for participation. However, MSL observe the following strict ethical standards: they are a Company Partner of the Market Research Society and a member of the Mystery Shopping Professionals Association, who have a code of ethical standards. In practice, this means that MSL commit to carrying out audits according to the FSA's specifications, in such a way that there is no major disruption to the normal operation of the food businesses being observed, that the mystery shopping results are reported accurately and honestly and that information will not be revealed that could be used to identify businesses or respondents without proper authorization. MSL is therefore committed to upholding industry standards and ensuring all projects undertaken are ethical. As part of the programme design, MSL will carry out a risk assessment to ensure the project is designed with the utmost care for the auditors and all parties who could be affected by the research.

Given the ongoing context of the COVID-19 pandemic, there are some additional ethical considerations around researching with food businesses. 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), given the negative impact of the pandemic on many businesses' operations.

Special care will also be taken to ensure the safety of the auditors, the staff of the establishment and other customers during the ongoing pandemic. With compliance to government guidelines, MSL views this as no additional risk to that of a normal customer (which is being encouraged/evidenced by the Eat Out to Help Out scheme).

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.

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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.

DATA HANDLING AND SECURITY

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 27001:2005 accreditation (the international standard for information security).

Our data security accreditation is reviewed every three years by external auditors (BSI). These external auditors also conduct an assessment on all aspects of our data security approach (assessing these against the ISO standards) every 6 months, while external information security specialists also conduct an informal review every 6 months – meaning that our whole approach – both theory and implementation – is subject to a feedback and improvement loop on a six-monthly cycle. This approach is supported by regular management review meetings.

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:

- Any sample data is transferred to us by secure electronic transfer to IFF using PGP encryption software to a dedicated e-mail account (which can only be accessed by our IT Manager). Alternatively data exchange takes place via IFF's own secure HTTPS hosted file exchange website. This site is hosted in house on our own encrypted server. Data transfer can only occur when using an approved registered account and data must be encrypted to AES-256 compliance and password protected. Data separation is guaranteed; an approved registered account will only ever show the data relevant to the organisation or individual. The end user is always in control of their account credentials which are not known to anyone else, including IFF Research. The same approach is used for transferring data outputs to our client.
- The sample file is saved to a folder on IFF's secure network which only the direct project team are able to access (and this original file is not moved from this file at any stage). Permission rights to this secure area are allocated by the Project Manager. They are automatically revoked and need to be reapplied for on a weekly basis.
- All activity relating to the secure files (copying, amending etc.) is recorded on the Data Asset Register which is reviewed throughout the project by the Project Manager.
- Recruitment and interviewing is conducted by CATI. Our software platform ensures that individual interviewers cannot view the whole sample database but only contact details on a record-by-record basis. Any data which is required to allocate a respondent to a quota but does not need to be referenced in the interview will not be made available to interviewers.
- Data relating to or personal data is not exported or transferred outside of the UK.

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- Data you pass onto us will not be passed to any 3rd party without your prior consent and will not be used by any other purposes other than research on your behalf.

PORTABLE MEDIA

IFF has full end point security, meaning that any device with storage capabilities, such as a camera, PDA, phone, or mp3 is automatically denied access to IFF's system, as is the use of the cd/dvd writers on PCS.

Data can only be transferred using IFF password protected encrypted laptops along with IFF owned password protected encrypted USB data storage devices (Iron keys) both of these adhere to the minimum compliance with AES-256.

Personal data will not be downloaded to any portable device.

PREMISES SECURITY

In order to keep everyone who works in the building and our company information secure we have various measures to secure the building and to restrict unauthorised access. Access to IFF offices (on the fifth floor of a building manned 24 hours a day, with access only possible with building fob keys) can only be achieved through use of a secure IFF key fob. Staff are instructed to inform the Office Manager immediately on loss of a security fob so that it can be deactivated.

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 networks and back-ups; 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 – what we are talking about here is destruction of sample data (contact details etc.) 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. Certificates of destruction are retained on site for at least 2 years.

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 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 of: 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. Please note that we are able to meet these requests only while we can identify who individual participants are in our

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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 Project Manager takes ownership of dealing with the request. There is a written IFF process to follow – this includes notifying the client of requests to modify or delete data.

Mystery Shopping Limited is committed to being transparent about how it handles personal information in order to protect the privacy and security of the personal information they hold and to meeting its data protection obligations under the General Data Protection Regulation (“GDPR”) and the Data Protection Act 2018. All processing carried out by MSL is lawful, fair, transparent and necessary for a specific purpose. Further information is included in its privacy statements available for mystery shoppers, clients and employees. In summary:

- Data is kept secure, accurate and removed when no longer necessary for the purposes of which it was collected.
- No data is transferred outside the EEA. Data is transferred between MSL and Mystery Shoppers Bulgaria Ltd (MSB). In this relationship, MSL is the Controller and MSB is the processor. There is a contract in place between the two companies and both companies are under the same company policies and procedures in relation to Data Protection.
- Data is transferred to Shopmetrics (Research Metrics) who operate in Bulgaria and facilitate MSL’s mystery shopping processing activities. A contract is in place between the two parties and auditing rights can be extended to MSL’s clients.

D. SUSTAINABILITY

The Food Standards Agency is committed to improving sustainability in the management of operations. Procurement looks to its suppliers to help achieve this goal. You will need to demonstrate your approach to sustainability, in particular how you will apply it to this project taking into account economic, environmental and social aspects. This will be considered as part of our selection process and you must upload your organisations sustainability policies into the eligibility criteria in Bravo.

Please state what(if any) environmental certification you hold or briefly describe your current Environmental Management System (EMS)

Sustainability is inherent in IFF’s operational practice. We have a corporate social policy overseen by [REDACTED] Managing Director, which includes:

- Ensuring that the CSR policy is implemented and adhered to
- Identifying ways in which the company's CSR performance can be improved
- Keeping track of environmental legal requirements and compliance
- Identifying cost savings that can be achieved through improved efficiency in the use of materials and energy

The policy has the full support of the IFF Board of Directors.

Social

We believe our business can make a positive contribution to society by managing our activities with care and working with responsible organisations that promote social and ethical practice. We are committed to ensuring that our work is conducted in a rigorously professional manner and in compliance with all relevant laws and regulations. All groups and individuals with whom we have a relationship through this project] will be treated in a fair, open and respectful manner. This includes:

- Working with FSA
- Delivering research services
- Wider social value

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Elsewhere we describe our approach to working with FSA (Project Management), and delivering research services in an ethical fashion (Ethics). Here we focus therefore on our broader social value.

IFF seeks to achieve wider social value through our work with a particular focus on opportunities for young people. IFF Research activities in this space include:

- IFF annually offers two paid Research Assistant internships for sandwich students.
- IFF operates a graduate training programme and over the last 5 years has recruited between 4 and 6 graduates each year.
- IFF offers apprenticeships, and over the last 5 years have had apprentices in our IT and Finance departments.
- For the last two years IFF has worked with a charity, Future Frontiers, whereby our staff work with and coach local school children to help them considering their careers and future options. We are about to undertake a third year of the programme, which due to Covid-19 will be undertaken online.
- IFF offers a charitable matching scheme, matching any money raised for charity by staff up to £100 per employee per year. We also operate a payroll giving scheme, enabling easy, and tax efficient, charitable donations.

Environmental

IFF has an internal environmental working group that is undertaking a comprehensive review of the company's environmental impacts, while also supporting individual project teams minimise their particular impacts. We would be happy to work with the FSA to ensure minimal environmental impact and carbon footprint is incurred as a direct result of providing services.

Measures IFF already undertakes to reduce our **environmental impact** relate to:

- Efficient use of energy
- Environmentally responsible waste management
- Minimising carbon footprint from staff travel (business and commuting)

Energy Usage

- Lighting in our office is controlled by movement-sensors, and hence turn off then in parts of the building when nobody is around.
- Air conditioning equipment is also time controlled to coincide with office hours.
- Staff are required to switch off all computers at the end of the day (as set out in the Staff Handbook and discussed at induction).

Waste Management

We try to minimise the amount of waste we create by operating a clear desk policy to encourage information security and discourage paper usage. We use electronic means to communicate with clients and internally and we store documents in electronic archives.

We offer computer-assisted telephone interviewing (CATI) or computer-assisted web interviewing (CAWI) in the first instance, rather than paper-based approaches. For qualitative fieldwork, interviewers are encouraged to keep copies of discussion guides and any notes on portable electronic devices, rather than printed copies, as far as possible.

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We buy our paper through a supplier with the FSC® (Forest Stewardship Council) certification as well as the EU EcoLabel which ensures our paper products come from well-managed sources.¹⁷ We use a thinner paper (75gm) to reduce the impact of the paper we use on the environment. Our printers are set by default to double sided printing, reducing paper use overall.

To manage the waste we do produce, we have an office recycling scheme which covers paper, glass, plastic bottles and cans. Waste Electronic and Electronic Equipment (W.E.E.E. wastes) are disposed of by the local authority. Other waste is stored, safely and securely in Euro1 bins and is collected twice a week by the local authority.

Staff are encouraged to make efficient use of company resources and dispose of waste responsibly and this is communicated in a range of ways, including at induction through IFF's Staff Handbook.

Staff Travel

We have a range of schemes in place to minimise carbon dioxide emissions incurred through staff commuting to work:

- Interest free season ticket loans for train and tube travel are available to staff
- Staff are encouraged to cycle to work through the provision of secure facilities for storing bicycles. Schemes with Evans Cycles and Cyclescheme enable staff to save money on the purchase of a new bicycle.
- We run no company cars.
- All staff (including telephone interviewers) are set up to be able to work from home

We also use technology to reduce the need to travel for business. In addition, we work to the following policy for minimising the impact of necessary business travel:

- Staff are encouraged to make use of public transport, where possible, for business travel. Staff only use flights for business travel where use of trains is unfeasible.
- When conducting fieldwork, interviewers cluster their visits within a geographical location to ensure the most efficient use of time and resources.
- Where travel to face-to-face meetings is unavoidable, we would look for opportunities to 'piggyback' on one face-to-face meeting by seeking to conduct any other forthcoming business (with framework organisations in the same location) on the same day.

Commercial

We aim to be sustainable in our sourcing of products and services. For this contract, the main outsourcing will be the auditing, undertaken by MSL, and letters printed and sent for the online pilot exercise by a mailhouse, and the database supplied by Market Location. In selecting and appointing these subcontractors, environmental considerations play a key role in our decision making. For example we would look to appoint a mailhouse that is accredited with ISO 14001, the Environmental Management standard.

We aim to eliminate discrimination on any grounds and promote equality of opportunity in the supply chain. As and when administrative services are required, we will request quotes from at least three suppliers and select based on best value for money. All suppliers are treated fairly and even-handedly

¹⁷ To be given FSC certification a forest must be managed in an environmentally appropriate, socially beneficial and economically viable manner. The EU Ecolabel identifies products as having a reduced environmental impact throughout their life cycle, from the extraction of raw material through to production, use and disposal.

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at all stages of the procurement process. We provide constructive feedback, on request, on the outcome of bids.

Where we work with suppliers, we aim to ensure that these are responsible organisations that promote social and ethical working. Suppliers are regarded as our partners and we will work with them to help us to achieve our aspirations in terms of the workplace standards and behaviours that are consistent with your requirements. These may be reflected in tenders / contracts where appropriate. All suppliers must observe international human rights norms within their work.

In return, we are clear about what we expect from suppliers and work with them to address any issues encountered in the delivery of services. Each subcontractor will have a nominated relationship owner responsible for that subcontract agreement and its delivery. Channels of communications will be clearly defined and established. Invoicing is tied to agreed milestones and we pay fairly and on time.

Mystery Shoppers Limited

Above we have discussed IFF's approach to sustainability concerns, but we recognise that a substantial proportion of the study will be delivered by MSL's auditors, who – in order to undertake audits in an efficient manner will need to use cars instead of public transport at times.

MSL is fully committed to reducing its environmental impact across the scope of its operation and through the services delivered to clients. MSL is fully committed to the principles of environmental sustainability through identifying and addressing the environmental aspects associated with its activities. For this project:

- MSL requires internal teams to assign auditors who live locally to the target address, therefore reducing the impact that driving to the locations would have on the environment. MSL's large panel of auditors with a regional spread reduces the need of auditors to drive long distances between locations.
- Auditors will be encouraged to undertake audits of premises that are located in a similar area on the same day, to reduce travel inefficiencies.
- Auditors will also be encouraged to use public transport where possible.
- All briefings will be undertaken remotely, so auditors do not need to travel to a central location.

Finally, we shall commit to offsetting all CO2 emitted as a result of fuel used in travelling to and from the audits, using an initiative such as climate care: <https://climate.care.org/carbon-offsetting>.

E. DISSEMINATION AND EXPLOITATION (Science Projects Only)

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

The applicant should describe plans for the dissemination of the results for the project team as a whole and for individual participants. Details should include anticipated numbers of publications in refereed journals, articles in trade journals etc., presentations or demonstrations to the scientific community, trade organisations and internal reports or publications. Plans to make any information and/or reports available on the internet with the FSA's permission are also useful, however, this does not remove the requirement for Tenderers to think how best to target the output to relevant groups.

If a final report is part of the requirement, please make sure, as part of the executive summary, that aims and results are clear to the general audience and that the impact of the research on public health/consumers and its alignment to FSA priorities is clearly stated.

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

Please indicate whether any Intellectual Property (IP) may be generated by this project and how this could be exploited. Please be aware the FSA retains all rights to the intellectual property generated by any contract and where appropriate may exploit the IP generated for the benefit of public health.

In this part Applicants should demonstrate the credibility of the partnership for exploitation of the results and explain the partnership's policy in respect of securing patents or granting licenses for the technology (if applicable). It should deal with any possible agreements between the partners to extend their co-operation in the exploitation phase and with relevant agreements with companies, in particular users, external to the partnership

Schedule 5 (Commercially Sensitive Information)

1. What is the Commercially Sensitive Information?
 - 1.1 In this Schedule the Parties have sought to identify the Supplier's Confidential Information that is genuinely commercially sensitive and the disclosure of which would be the subject of an exemption under the FOIA and the EIRs.
 - 1.2 Where possible, the Parties have sought to identify when any relevant Information will cease to fall into the category of Information to which this Schedule applies in the table below and in the Award Form (which shall be deemed incorporated into the table below).
 - 1.3 Without prejudice to the Buyer's obligation to disclose Information in accordance with FOIA or Clause 16 (When you can share information), the Buyer will, in its sole discretion, acting reasonably, seek to apply the relevant exemption set out in the FOIA to the following Information:

No.	Date	Item(s)	Duration of Confidentiality
		None Identified	

Schedule 6 (Transparency Reports)

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

Annex A: List of Transparency Reports

Title	Content	Format	Frequency
None Identified			

Schedule 13 (Contract Management)

1. Definitions

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

"Project Manager" the manager appointed in accordance with paragraph 2.1 of this Schedule;

2. Project Management

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

3. Role of the Supplier Project Manager

- 3.1 The Supplier Project Manager shall be:
- 3.1.1 the primary point of contact to receive communication from the Buyer and will also be the person primarily responsible for providing information to the Buyer;
 - 3.1.2 able to delegate his position to another person at the Supplier but must inform the Buyer before proceeding with the delegation and it will be delegated person's responsibility to fulfil the Project Manager's responsibilities and obligations;
 - 3.1.3 able to cancel any delegation and recommence the position himself; and
 - 3.1.4 replaced only after the Buyer has received notification of the proposed change.
- 3.2 The Buyer may provide revised instructions to the Supplier's Project Manager in regard to the Contract and it will be the Supplier Project Manager's responsibility to ensure the information is provided to the Supplier and the actions implemented.
- 3.3 Receipt of communication from the Supplier Project Manager by the Buyer does not absolve the Supplier from its responsibilities, obligations or liabilities under the Contract.

4. Contract Risk Management

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

Schedule 16 (Security)

Part A: Short Form Security Requirements

1. Definitions

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

"Breach of Security"	the occurrence of: <ul style="list-style-type: none">a) any unauthorised access to or use of the Deliverables, the Sites and/or any Information and Communication Technology ("ICT"), information or data (including the Confidential Information and the Government Data) used by the Buyer and/or the Supplier in connection with this Contract; and/orb) the loss and/or unauthorised disclosure of any information or data (including the Confidential Information and the Government Data), including any copies of such information or data, used by the Buyer and/or the Supplier in connection with this Contract, in either case as more particularly set out in the Security Policy where the Buyer has required compliance therewith in accordance with paragraph 2.2;
"Security Management Plan"	the Supplier's security management plan prepared pursuant to this Schedule, a draft of which has been provided by the Supplier to the Buyer and as updated from time to time.

2. Complying with security requirements and updates to them

2.1 The Supplier shall comply with the requirements in this Schedule in respect of the Security Management Plan. Where specified by a Buyer it shall also comply with the Security Policy and shall ensure that the Security Management Plan produced by the Supplier fully complies with the Security Policy.

2.2 Where the Security Policy applies the Buyer shall notify the Supplier of any changes or proposed changes to the Security Policy.

2.3 If the Supplier believes that a change or proposed change to the Security Policy will have a material and unavoidable cost implication to the provision of the Deliverables it may propose a Variation to the Buyer. In doing so, the Supplier must support its request by providing evidence of the cause of any increased costs and the steps that it has taken to mitigate those costs. Any change to the Charges shall be subject to the Variation Procedure.

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- 2.4 Until and/or unless a change to the Charges is agreed by the Buyer pursuant to the Variation Procedure the Supplier shall continue to provide the Deliverables in accordance with its existing obligations.

3. Security Standards

- 3.1 The Supplier acknowledges that the Buyer places great emphasis on the reliability of the performance of the Deliverables, confidentiality, integrity and availability of information and consequently on security.
- 3.2 The Supplier shall be responsible for the effective performance of its security obligations and shall at all times provide a level of security which:
 - 3.2.1 is in accordance with the Law and this Contract;
 - 3.2.2 as a minimum demonstrates Good Industry Practice;
 - 3.2.3 meets any specific security threats of immediate relevance to the Deliverables and/or the Government Data; and
 - 3.2.4 where specified by the Buyer in accordance with paragraph 2.2 complies with the Security Policy and the ICT Policy.
- 3.3 The references to standards, guidance and policies contained or set out in Paragraph 3.2 shall be deemed to be references to such items as developed and updated and to any successor to or replacement for such standards, guidance and policies, as notified to the Supplier from time to time.
- 3.4 In the event of any inconsistency in the provisions of the above standards, guidance and policies, the Supplier should notify the Buyer's Representative of such inconsistency immediately upon becoming aware of the same, and the Buyer's Representative shall, as soon as practicable, advise the Supplier which provision the Supplier shall be required to comply with.

4. Security Management Plan

4.1 Introduction

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

4.2 Content of the Security Management Plan

- 4.2.1 The Security Management Plan shall:
 - (a) comply with the principles of security set out in Paragraph 3 and any other provisions of this Contract relevant to security;
 - (b) identify the necessary delegated organisational roles for those responsible for ensuring it is complied with by the Supplier;
 - (c) detail the process for managing any security risks from Subcontractors and third parties authorised by the Buyer with access to the Deliverables, processes associated with the provision of the Deliverables, the Buyer Premises, the Sites and any ICT, Information and data (including the Buyer's Confidential Information

and the Government Data) and any system that could directly or indirectly have an impact on that Information, data and/or the Deliverables;

- (d) be developed to protect all aspects of the Deliverables and all processes associated with the provision of the Deliverables, including the Buyer Premises, the Sites, and any ICT, Information and data (including the Buyer's Confidential Information and the Government Data) to the extent used by the Buyer or the Supplier in connection with this Contract or in connection with any system that could directly or indirectly have an impact on that Information, data and/or the Deliverables;
- (e) set out the security measures to be implemented and maintained by the Supplier in relation to all aspects of the Deliverables and all processes associated with the provision of the Goods and/or Services and shall at all times comply with and specify security measures and procedures which are sufficient to ensure that the Deliverables comply with the provisions of this Contract;
- (f) set out the plans for transitioning all security arrangements and responsibilities for the Supplier to meet the full obligations of the security requirements set out in this Contract and, where necessary in accordance with paragraph 2.2 the Security Policy; and
- (g) be written in plain English in language which is readily comprehensible to the staff of the Supplier and the Buyer engaged in the provision of the Deliverables and shall only reference documents which are in the possession of the Parties or whose location is otherwise specified in this Schedule.

4.3 Development of the Security Management Plan

4.3.1 Within twenty (20) Working Days after the Start Date and in accordance with Paragraph 4.4, the Supplier shall prepare and deliver to the Buyer for Approval a fully complete and up to date Security Management Plan which will be based on the draft Security Management Plan.

4.3.2 If the Security Management Plan submitted to the Buyer in accordance with Paragraph 4.3.1, or any subsequent revision to it in accordance with Paragraph 4.4, is Approved it will be adopted immediately and will replace the previous version of the Security Management Plan and thereafter operated and maintained in accordance with this Schedule. If the Security Management Plan is not Approved, the Supplier shall amend it within ten (10) Working Days of a notice of non-approval from the Buyer and re-submit to the Buyer for Approval. The Parties will use all reasonable endeavours to ensure that the approval process takes as little time as possible and in any event no longer than fifteen (15) Working Days from the date of its first submission to the Buyer. If the Buyer does not approve the Security Management Plan following its resubmission, the matter will be resolved in accordance with the Dispute Resolution Procedure.

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

4.4 Amendment of the Security Management Plan

- 4.4.1 The Security Management Plan shall be fully reviewed and updated by the Supplier at least annually to reflect:
 - (a) emerging changes in Good Industry Practice;
 - (b) any change or proposed change to the Deliverables and/or associated processes;
 - (c) where necessary in accordance with paragraph 2.2, any change to the Security Policy;
 - (d) any new perceived or changed security threats; and
 - (e) any reasonable change in requirements requested by the Buyer.
- 4.4.2 The Supplier shall provide the Buyer with the results of such reviews as soon as reasonably practicable after their completion and amendment of the Security Management Plan at no additional cost to the Buyer. The results of the review shall include, without limitation:
 - (a) suggested improvements to the effectiveness of the Security Management Plan;
 - (b) updates to the risk assessments; and
 - (c) suggested improvements in measuring the effectiveness of controls.
- 4.4.3 Subject to Paragraph 4.4.4, any change or amendment which the Supplier proposes to make to the Security Management Plan (as a result of a review carried out in accordance with Paragraph 4.4.1, a request by the Buyer or otherwise) shall be subject to the Variation Procedure.
- 4.4.4 The Buyer may, acting reasonably, Approve and require changes or amendments to the Security Management Plan to be implemented on timescales faster than set out in the Variation Procedure but, without prejudice to their effectiveness, all such changes and amendments shall thereafter be subject to the Variation Procedure for the purposes of formalising and documenting the relevant change or amendment.

5. Security breach

5.1 Either Party shall notify the other in accordance with the agreed security incident management process (as detailed in the Security Management Plan) upon becoming aware of any Breach of Security or any potential or attempted Breach of Security.

5.2 Without prejudice to the security incident management process, upon becoming aware of any of the circumstances referred to in Paragraph 5.1, the Supplier shall:

- 5.2.1 immediately take all reasonable steps (which shall include any action or changes reasonably required by the Buyer) necessary to:
- (a) minimise the extent of actual or potential harm caused by any Breach of Security;
 - (b) remedy such Breach of Security to the extent possible and protect the integrity of the Buyer and the provision of the Goods and/or Services to the extent within its control against any such Breach of Security or attempted Breach of Security;
 - (c) prevent an equivalent breach in the future exploiting the same cause failure; and
 - (d) as soon as reasonably practicable provide to the Buyer, where the Buyer so requests, full details (using the reporting mechanism defined by the Security Management Plan) of the Breach of Security or attempted Breach of Security, including a cause analysis where required by the Buyer.

5.3 In the event that any action is taken in response to a Breach of Security or potential or attempted Breach of Security that demonstrates non-compliance of the Security Management Plan with the Security Policy (where relevant in accordance with paragraph 2.2) or the requirements of this Schedule, then any required change to the Security Management Plan shall be at no cost to the Buyer.

Schedule 20 (Processing Data)

Status of the Controller

1. The Parties acknowledge that for the purposes of the Data Protection Legislation, the nature of the activity carried out by each of them in relation to their respective obligations under a Contract dictates the status of each party under the DPA. A Party may act as:
 - (a) “Controller” in respect of the other Party who is “Processor”;
 - (b) “Processor” in respect of the other Party who is “Controller”;
 - (c) “Joint Controller” with the other Party;
 - (d) “Independent Controller” of the Personal Data where the other Party is also “Controller”,

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

Where one Party is Controller and the other Party its Processor

2. Where a Party is a Processor, the only Processing that it is authorised to do is listed in Annex 1 (*Processing Personal Data*) by the Controller.
3. The Processor shall notify the Controller immediately if it considers that any of the Controller’s instructions infringe the Data Protection Legislation.
4. The Processor shall provide all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment prior to commencing any Processing. Such assistance may, at the discretion of the Controller, include:
 - (a) a systematic description of the envisaged Processing and the purpose of the Processing;
 - (b) an assessment of the necessity and proportionality of the Processing in relation to the Services;
 - (c) an assessment of the risks to the rights and freedoms of Data Subjects; and
 - (d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
5. The Processor shall, in relation to any Personal Data Processed in connection with its obligations under the Contract:
 - (a) Process that Personal Data only in accordance with Annex 1 (*Processing Personal Data*), unless the Processor is required to do otherwise by Law. If it is

Schedule 21 (Variation Form)

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- so required the Processor shall notify the Controller before Processing the Personal Data unless prohibited by Law;
- (b) ensure that it has in place Protective Measures, including in the case of the Supplier the measures set out in Clause 14.3 of the Core Terms, which the Controller may reasonably reject (but failure to reject shall not amount to approval by the Controller of the adequacy of the Protective Measures) having taken account of the:
 - (i) nature of the data to be protected;
 - (ii) harm that might result from a Personal Data Breach;
 - (iii) state of technological development; and
 - (iv) cost of implementing any measures;
 - (c) ensure that :
 - (i) the Processor Personnel do not Process Personal Data except in accordance with the Contract (and in particular Annex 1 (*Processing Personal Data*));
 - (ii) it takes all reasonable steps to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:
 - (A) are aware of and comply with the Processor's duties under this Schedule 20, Clauses 14 (*Data protection*), 15 (*What you must keep confidential*) and 16 (*When you can share information*);
 - (B) are subject to appropriate confidentiality undertakings with the Processor or any Subprocessor;
 - (C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Controller or as otherwise permitted by the Contract; and
 - (D) have undergone adequate training in the use, care, protection and handling of Personal Data;
 - (d) not transfer Personal Data outside of the EU unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:
 - (i) the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Controller;
 - (ii) the Data Subject has enforceable rights and effective legal remedies;
 - (iii) the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Controller in meeting its obligations); and

Schedule 21 (Variation Form)

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- (iv) the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the Processing of the Personal Data; and
 - (e) at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the Contract unless the Processor is required by Law to retain the Personal Data.
- 6. Subject to paragraph 7 of this Schedule 20, the Processor shall notify the Controller immediately if in relation to it Processing Personal Data under or in connection with the Contract it:
 - (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 the Contract;
 - (e) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
 - (f) becomes aware of a Personal Data Breach.
- 7. The Processor's obligation to notify under paragraph 6 of this Schedule 20 shall include the provision of further information to the Controller, as details become available.
- 8. Taking into account the nature of the Processing, the Processor shall provide the Controller with assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under paragraph 6 of this Schedule 20 (and insofar as possible within the timescales reasonably required by the Controller) including by immediately providing:
 - (a) the Controller with full details and copies of the complaint, communication or request;
 - (b) such assistance as is reasonably requested by the Controller to enable it to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
 - (c) the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;
 - (d) assistance as requested by the Controller following any Personal Data Breach; and/or
 - (e) assistance as requested by the Controller with respect to any request from the Information Commissioner's Office, or any consultation by the Controller with the Information Commissioner's Office.

Schedule 21 (Variation Form)

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9. The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this Schedule 20. This requirement does not apply where the Processor employs fewer than 250 staff, unless:
 - (a) the Controller determines that the Processing is not occasional;
 - (b) the Controller determines the Processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; or
 - (c) the Controller determines that the Processing is likely to result in a risk to the rights and freedoms of Data Subjects.
10. The Processor shall allow for audits of its Data Processing activity by the Controller or the Controller's designated auditor.
11. The Parties shall designate a Data Protection Officer if required by the Data Protection Legislation.
12. Before allowing any Subprocessor to Process any Personal Data related to the Contract, the Processor must:
 - (a) notify the Controller in writing of the intended Subprocessor and Processing;
 - (b) obtain the written consent of the Controller;
 - (c) enter into a written agreement with the Subprocessor which give effect to the terms set out in this Schedule 20 such that they apply to the Subprocessor; and
 - (d) provide the Controller with such information regarding the Subprocessor as the Controller may reasonably require.
13. The Processor shall remain fully liable for all acts or omissions of any of its Subprocessors.
14. The Buyer may, at any time on not less than 30 Working Days' notice, revise this Schedule 20 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to the Contract).
15. The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Buyer may on not less than 30 Working Days' notice to the Supplier amend the Contract to ensure that it complies with any guidance issued by the Information Commissioner's Office.

Where the Parties are Joint Controllers of Personal Data

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

Independent Controllers of Personal Data

17. With respect to Personal Data provided by one Party to another Party for which each Party acts as Controller but which is not under the Joint Control of the Parties, each Party undertakes to comply with the applicable Data Protection Legislation in respect of their Processing of such Personal Data as Controller.
18. Each Party shall Process the Personal Data in compliance with its obligations under the Data Protection Legislation and not do anything to cause the other Party to be in breach of it.
19. Where a Party has provided Personal Data to the other Party in accordance with paragraph 7 of this Schedule 20 above, the recipient of the Personal Data will provide all such relevant documents and information relating to its data protection policies and procedures as the other Party may reasonably require.
20. The Parties shall be responsible for their own compliance with Articles 13 and 14 GDPR in respect of the Processing of Personal Data for the purposes of the Contract.
21. The Parties shall only provide Personal Data to each other:
 - (a) to the extent necessary to perform their respective obligations under the Contract;
 - (b) in compliance with the Data Protection Legislation (including by ensuring all required data privacy information has been given to affected Data Subjects to meet the requirements of Articles 13 and 14 of the GDPR); and
 - (c) where it has recorded it in Annex 1 (*Processing Personal Data*).
22. Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, each Party shall, with respect to its Processing of Personal Data as Independent Controller, implement and maintain appropriate technical and organisational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1)(a), (b), (c) and (d) of the GDPR, and the measures shall, at a minimum, comply with the requirements of the Data Protection Legislation, including Article 32 of the GDPR.
23. A Party Processing Personal Data for the purposes of the Contract shall maintain a record of its Processing activities in accordance with Article 30 GDPR and shall make the record available to the other Party upon reasonable request.
24. Where a Party receives a request by any Data Subject to exercise any of their rights under the Data Protection Legislation in relation to the Personal Data provided to it by the other Party pursuant to the Contract ("**Request Recipient**"):

Schedule 21 (Variation Form)

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- (a) the other Party shall provide any information and/or assistance as reasonably requested by the Request Recipient to help it respond to the request or correspondence, at the cost of the Request Recipient; or
 - (b) where the request or correspondence is directed to the other Party and/or relates to that other Party's Processing of the Personal Data, the Request Recipient will:
 - (i) promptly, and in any event within five (5) Working Days of receipt of the request or correspondence, inform the other Party that it has received the same and shall forward such request or correspondence to the other Party; and
 - (ii) provide any information and/or assistance as reasonably requested by the other Party to help it respond to the request or correspondence in the timeframes specified by Data Protection Legislation.
25. Each Party shall promptly notify the other Party upon it becoming aware of any Personal Data Breach relating to Personal Data provided by the other Party pursuant to the Contract and shall:
- (a) do all such things as reasonably necessary to assist the other Party in mitigating the effects of the Personal Data Breach;
 - (b) implement any measures necessary to restore the security of any compromised Personal Data;
 - (c) work with the other Party to make any required notifications to the Information Commissioner's Office and affected Data Subjects in accordance with the Data Protection Legislation (including the timeframes set out therein); and
 - (d) not do anything which may damage the reputation of the other Party or that Party's relationship with the relevant Data Subjects, save as required by Law.
26. Personal Data provided by one Party to the other Party may be used exclusively to exercise rights and obligations under the Contract as specified in Annex 1 (*Processing Personal Data*).
27. Personal Data shall not be retained or processed for longer than is necessary to perform each Party's respective obligations under the Contract which is specified in Annex 1 (*Processing Personal Data*).
28. Notwithstanding the general application of paragraphs 2 to 15 of this Schedule 20 to Personal Data, where the Supplier is required to exercise its regulatory and/or legal obligations in respect of Personal Data, it shall act as an Independent Controller of Personal Data in accordance with paragraphs 16 to 27 of this Schedule 20.

Annex 1 - Processing Personal Data

This Annex shall be completed by the Controller, who may take account of the view of the Processors, however the final decision as to the content of this Annex shall be with the Buyer at its absolute discretion.

- 1.1 The contact details of the Buyer's Data Protection Officer are: Data@food.gov.uk
- 1.2 The contact details of the Supplier's Data Protection Officer are: [Insert Contact details]
- 1.3 The Processor shall comply with any further written instructions with respect to Processing by the Controller.
- 1.4 Any such further instructions shall be incorporated into this Annex.

Description	Details
Identity of Controller for each Category of Personal Data	<p>The Buyer is Controller and the Supplier is Processor</p> <p>The Parties acknowledge that in accordance with paragraph 2 to paragraph 15 and for the purposes of the Data Protection Legislation, the Buyer is the Controller and the Supplier is the Processor of the following Personal Data:</p> <ul style="list-style-type: none"> ● The contract will involve collecting data from food businesses in England, Wales and Northern Ireland. The supplier may require the use of third-party data in order to obtain contact details of food businesses (for example Experian) for data matching of contact details (these may be personal in nature) to business information. ● The data collected by the Supplier should only be held for the purposes of this contract, and not for any other use. The supplier should handle and destroy records as per their data retention policy to align with GDPR requirements, to remain solely the processor.
Duration of the Processing	Duration of processing can commence from October 2020 until termination of the contract in March 2023 (plus the contract extension period of 1 year if applicable).
Nature and purposes of the Processing	The purpose of the processing is to collect and analyse the views of Food businesses, and their FHSR ratings, in England, Wales and Northern Ireland and where consent is provided, to obtain permission to recontact Food businesses for follow-up research.

Schedule 21 (Variation Form)

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Type of Personal Data	Personal data of food business owners/managers will be collected including name, business name, address and business contact information (such as telephone number and email address). The business information may be personal in nature (for example a home address or personal email address).
Categories of Data Subject	Food businesses in England, Wales and Northern Ireland.
Plan for return and destruction of the data once the Processing is complete UNLESS requirement under Union or Member State law to preserve that type of data	Once the anonymised data has been provided to the data controller, any personal data (including any re-contact information) will be destroyed within twelve months of contract termination by IFF research. Disposal of information at the end of the retention period must be with care following the latest advice and guidance from CPNI (Centre for Protection of National Infrastructure) and NCSC (National Cyber Security Centre).

Schedule 21 (Variation Form)

This form is to be used in order to change a contract in accordance with Clause 24 of the Core Terms (Changing the Contract)

Contract Details	
This variation is between:	[Buyer] ("the Buyer") And [insert name of Supplier] ("the Supplier")
Contract name:	[insert name of contract to be changed] ("the Contract")
Contract reference number:	[insert contract reference number]
Details of Proposed Variation	
Variation initiated by:	[delete as applicable: Buyer/Supplier]
Variation number:	[insert variation number]
Date variation is raised:	[insert date]
Proposed variation	
Reason for the variation:	[insert reason]
An Impact Assessment shall be provided within:	[insert number] days
Impact of Variation	
Likely impact of the proposed variation:	[Supplier to insert assessment of impact]
Outcome of Variation	
Contract variation:	This Contract detailed above is varied as follows: <ul style="list-style-type: none"> [Buyer to insert original Clauses or Paragraphs to be varied and the changed clause]
Financial variation:	Original Contract Value: £ [insert amount]
	Additional cost due to variation: £ [insert amount]
	New Contract value: £ [insert amount]

Schedule 21 (Variation Form)

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

Signed by an authorised signatory for and on behalf of the Buyer

Signature

Date

Name (in Capitals)

Address

Signed by an authorised signatory to sign for and on behalf of the Supplier

Signature

Date

Name (in Capitals)

Address

Schedule 22 (Insurance Requirements)

1. The insurance you need to have

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

the Start Date in respect of those Insurances set out in the Annex to this Schedule and those required by applicable Law; and

1.2 The Insurances shall be:

1.2.1 maintained in accordance with Good Industry Practice;

1.2.2 (so far as is reasonably practicable) on terms no less favourable than those generally available to a prudent contractor in respect of risks insured in the international insurance market from time to time;

1.2.3 taken out and maintained with insurers of good financial standing and good repute in the international insurance market; and

1.2.4 maintained for at least six (6) years after the End Date.

1.3 The Supplier shall ensure that the public and products liability policy contain an indemnity to principals clause under which the Buyer shall be indemnified in respect of claims made against the Buyer in respect of death or bodily injury or third party property damage arising out of or in connection with the Deliverables and for which the Supplier is legally liable.

2. How to manage the insurance

2.1 Without limiting the other provisions of this Contract, the Supplier shall:

2.1.1 take or procure the taking of all reasonable risk management and risk control measures in relation to Deliverables as it would be reasonable to expect of a prudent contractor acting in accordance with Good Industry Practice, including the investigation and reports of relevant claims to insurers;

2.1.2 promptly notify the insurers in writing of any relevant material fact under any Insurances of which the Supplier is or becomes aware; and

2.1.3 hold all policies in respect of the Insurances and cause any insurance broker effecting the Insurances to hold any insurance slips and other evidence of placing cover representing any of the Insurances to which it is a party.

3. What happens if you aren't insured

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

4. Evidence of insurance you must provide

- 4.1 The Supplier shall upon the Start Date and within 15 Working Days after the renewal of each of the Insurances, provide evidence, in a form satisfactory to the Buyer, that the Insurances are in force and effect and meet in full the requirements of this Schedule.

5. Making sure you are insured to the required amount

- 5.1 The Supplier shall ensure that any Insurances which are stated to have a minimum limit "in the aggregate" are maintained at all times for the minimum limit of indemnity specified in this Contract and if any claims are made which do not relate to this Contract then the Supplier shall notify the Buyer and provide details of its proposed solution for maintaining the minimum limit of indemnity.

6. Cancelled Insurance

- 6.1 The Supplier shall notify the Buyer in writing at least five (5) Working Days prior to the cancellation, suspension, termination or non-renewal of any of the Insurances.
- 6.2 The Supplier shall ensure that nothing is done which would entitle the relevant insurer to cancel, rescind or suspend any insurance or cover, or to treat any insurance, cover or claim as voided in whole or part. The Supplier shall use all reasonable endeavours to notify the Buyer (subject to third party confidentiality obligations) as soon as practicable when it becomes aware of any relevant fact, circumstance or matter which has caused, or is reasonably likely to provide grounds to, the relevant insurer to give notice to cancel, rescind, suspend or void any insurance, or any cover or claim under any insurance in whole or in part.

7. Insurance claims

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

with the Buyer and assist it in dealing with such claims including without limitation providing information and documentation in a timely manner.

- 7.2 Except where the Buyer is the claimant party, the Supplier shall give the Buyer notice within twenty (20) Working Days after any insurance claim in excess of 10% of the sum required to be insured pursuant to Paragraph 5.1 relating to or arising out of the provision of the Deliverables or this Contract on any of the Insurances or which, but for the application of the applicable policy excess, would be made on any of the Insurances and (if required by the Buyer) full details of the incident giving rise to the claim.
- 7.3 Where any Insurance requires payment of a premium, the Supplier shall be liable for and shall promptly pay such premium.
- 7.4 Where any Insurance is subject to an excess or deductible below which the indemnity from insurers is excluded, the Supplier shall be liable for such excess or deductible. The Supplier shall not be entitled to recover from the Buyer any sum paid by way of excess or deductible under the Insurances whether under the terms of this Contract or otherwise.

ANNEX: REQUIRED INSURANCES

1. The Supplier shall hold the following insurance cover from the Start Date in accordance with this Schedule:
 - 1.1 professional indemnity insurance [with cover (for a single event or a series of related events and in the aggregate) of not less than] ten million pounds (£5,000,000);
 - 1.2 public liability insurance [with cover (for a single event or a series of related events and in the aggregate)] of not less than ten million pounds (£5,000,000);
and
 - 1.3 employers' liability insurance [with cover (for a single event or a series of related events and in the aggregate) of not less than] ten million pounds (£5,000,000).

Schedule 27 (Key Subcontractors)

1. Restrictions on certain subcontractors

- 1.1 The Supplier is entitled to sub-contract its obligations under the Contract to the Key Subcontractors set out in the Award Form.
- 1.2 Where during the Contract Period the Supplier wishes to enter into a new Key Sub-contract or replace a Key Subcontractor, it must obtain the prior written consent of the Buyer and the Supplier shall, at the time of requesting such consent, provide the Buyer with the information detailed in Paragraph 1.4. The decision of the Buyer to consent or not will not be unreasonably withheld or delayed. Where the Buyer consents to the appointment of a new Key Subcontractor then they will be added to Key Subcontractor section of the Award Form. The Buyer may reasonably withhold their consent to the appointment of a Key Subcontractor if it considers that:
 - 1.2.1 the appointment of a proposed Key Subcontractor may prejudice the provision of the Deliverables or may be contrary to its interests;
 - 1.2.2 the proposed Key Subcontractor is unreliable and/or has not provided reliable goods and or reasonable services to its other customers; and/or
 - 1.2.3 the proposed Key Subcontractor employs unfit persons.
- 1.3 The Supplier shall provide the Buyer with the following information in respect of the proposed Key Subcontractor:
 - 1.3.1 the proposed Key Subcontractor's name, registered office and company registration number;
 - 1.3.2 the scope/description of any Deliverables to be provided by the proposed Key Subcontractor;
 - 1.3.3 where the proposed Key Subcontractor is an Affiliate of the Supplier, evidence that demonstrates to the reasonable satisfaction of the Buyer that the proposed Key Sub-Contract has been agreed on "arm's-length" terms;
 - 1.3.4 the Key Sub-Contract price expressed as a percentage of the total projected Charges over the Contract Period; and
 - 1.3.5 (where applicable) Credit Rating Threshold (as defined in Schedule 24 (Financial Distress)) of the Key Subcontractor.
- 1.4 If requested by the Buyer, within ten (10) Working Days of receipt of the information provided by the Supplier pursuant to Paragraph 1.3, the Supplier shall also provide:
 - 1.4.1 a copy of the proposed Key Sub-Contract; and

1.4.2 any further information reasonably requested by the Buyer.

1.5 The Supplier shall ensure that each new or replacement Key Sub-Contract shall include:

1.5.1 provisions which will enable the Supplier to discharge its obligations under the Contract;

1.5.2 a right under CRTPA for the Buyer to enforce any provisions under the Key Sub-Contract which confer a benefit upon the Buyer;

1.5.3 a provision enabling the Buyer to enforce the Key Sub-Contract as if it were the Supplier;

1.5.4 a provision enabling the Supplier to assign, novate or otherwise transfer any of its rights and/or obligations under the Key Sub-Contract to the Buyer;

1.5.5 obligations no less onerous on the Key Subcontractor than those imposed on the Supplier under the Contract in respect of:

(a) the data protection requirements set out in Clause 14 (Data protection);

(b) the FOIA and other access request requirements set out in Clause 16 (When you can share information);

(c) the obligation not to embarrass the Buyer or otherwise bring the Buyer into disrepute;

(d) the keeping of records in respect of the goods and/or services being provided under the Key Sub-Contract, including the maintenance of Open Book Data; and

(e) the conduct of audits set out in Clause 6 (Record keeping and reporting);

1.5.6 provisions enabling the Supplier to terminate the Key Sub-Contract on notice on terms no more onerous on the Supplier than those imposed on the Buyer under Clauses 10.4 (When the Buyer can end this contract) and 10.5 (What happens if the contract ends) of this Contract; and

1.5.7 a provision restricting the ability of the Key Subcontractor to sub-contract all or any part of the provision of the Deliverables provided to the Supplier under the Key Sub-Contract without first seeking the written consent of the Buyer.

Core Terms – Mid-tier
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