

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

Delivery of Meat Official Controls in Approved Establishments in England and Wales

**Reference Number: FS999999 Lot 6 West and Wales Area 3 and 4**

This document forms the contract for the Services between;

**Food Standards Agency (“Authority”) having its main or registered office at Aviation House, 125 Kingsway, London WC2B 6NH**

and

**[Eville & Jones UK Limited (the Supplier)**

**[REDACTED]**  
to be effective from [27<sup>th</sup> March 2017] until [26<sup>th</sup> March 2019] unless varied by extension.

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**CONTRACT**

**WHEREAS**

- (1) The Food Standards Agency has selected the Supplier to act as a Supplier in the delivery of the services described on the title page of this Contract for the Food Standards Agency,
- (2) the Supplier undertakes to provide the same on the terms and conditions as set out in this Contract.
- (3) Unless and until directed otherwise, nothing in this Contract shall be construed as giving a guarantee of any remunerative work whatsoever unless and until such work is requested and confirmed by means of a duly authorised Purchase Order.

**IT IS AGREED AS FOLLOWS:**

**1. INTERPRETATION**

- 1.1. As used in this Contract:
  - 1.1.1. the terms and expressions set out in Schedule 1 have the meanings set out therein;
  - 1.1.2. the masculine includes the feminine and the neuter;
  - 1.1.3. the singular includes the plural and vice versa; and
  - 1.1.4. the words "include", "includes" and "including" are to be construed as if they were immediately followed by the words "without limitation".
- 1.2. A reference to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended by any subsequent statute, enactment, order, regulation or instrument or as contained in any subsequent re-enactment thereof.
- 1.3. A reference to any document other than as specified in Clause 1.2 shall be construed as a reference to the document as at the date of execution of this Contract.
- 1.4. Headings are included in this Contract for ease of reference only and shall not affect the interpretation or construction of this Contract.
- 1.5. References to "Clauses" and "Schedules" are, unless otherwise provided, references to the Clauses of and Schedules to this Contract.
- 1.6. In the event and to the extent only of any conflict or inconsistency in the provisions of the Clauses of this Contract, the provisions of the Schedules, and the provisions of any Purchase Order, the following order of precedence shall prevail:

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- 1.6.1. The Clauses;
- 1.6.2. the Purchase Order; and
- 1.6.3. the Schedules

**2. THE SERVICES**

- 2.1. This Contract shall govern the overall relationship of the Supplier and the Authority with respect to the provision of the Ordered Services.
- 2.2. The Supplier shall provide the Ordered Services and meet its responsibilities and obligations hereunder in accordance with the provisions of Schedule 2 (Ordered Services) and Schedule 3 (Review Meetings).
- 2.3. The Supplier acknowledges that the Authority seeks at all times to ensure that the Authority discharges its statutory functions within the premises of the persons it regulates at optimum efficiency, and that, among other things, fluctuations in the activities of those persons may impact the Services. The Authority has the right without alteration of the Charges and from time to time, on not less than one (1) Months' notice to the Supplier, to reduce or increase the total hours allocated to any Lot, and prescribed at Schedule 5. The Supplier agrees to implement, on the date of expiry of a notice under this Clause, the reduction or increase in the total hours with immediate effect.
- 2.4. The Supplier shall notify the Authority as soon as it becomes aware of an event occurring or which it believes is likely to occur which will cause material delay to or materially impede the performance of any Ordered Services or any part thereof and the Supplier shall take all necessary steps consistent with good practice to obviate and/or minimise the delay to the Authority.
- 2.5. In the event that the Supplier fails due to its Default to fulfil an obligation by the date specified in any Purchase Order for such fulfilment, the Supplier shall, at the request of the Authority and without prejudice to the Authority's other rights and remedies, arrange all such additional resources as are necessary to either obviate the delay or to fulfil the said obligation as early as practicable, in agreement with the Authority thereafter, at no additional charge to the Authority.
- 2.6. In the event that any obligation of the Supplier specified in the Contract is delayed as a result of a Default by the Authority, then:
  - 2.6.1. The date associated with the relevant obligation(s) as specified in the Purchase Order (and the dates similarly associated with any subsequent obligations specified in the Purchase Order) shall be amended by a period of time equal to the period of such Authority Default (or such other period as the parties agree in writing); and

- 2.6.2. Both parties shall use all reasonable endeavours to obviate and/or mitigate the impact of such delay and to recover any resultant delay to the performance of the Ordered Services.
- 2.7. Nothing in this Contract, or any Purchase Order, shall have the effect of making the Supplier, or any of its Staff, the employee of the Authority.
- 2.8. Nothing in this Contract or any Purchase Order shall constitute the parties as partners of each other nor shall the Contract or any Purchase Order constitute or imply any joint venture, agency, fiduciary relationship or other relationship between the Parties other than the contractual relationship expressly provided for in the Contract. Neither Party has, nor shall it represent that it has, any authority to make any commitments on the other Party's behalf.

### **3. STANDARDS AND REGULATIONS**

- 3.1. The Supplier shall at all times comply with the Health and Safety provisions, security requirements and personal conduct obligations, of any premises it visits or occupies and shall exercise all due care and attention when visiting or occupying such premises.
- 3.2. The Supplier shall comply with all applicable national and local Laws and regulations (including Employment Law and Data Protection Requirements) and obtain and maintain at its own cost throughout the duration of the Contract all the consents (including Data Protection Requirements), licences, permits and approvals which are necessary for the Supplier to perform its duties under this Contract and to enable the provision of the Ordered Services.
- 3.3. Without prejudice to the provisions of Clause 3.2, the Supplier shall ensure that none of its workers work in excess of the working time limits specified in the Working Time Regulations 1998. The Supplier shall maintain appropriate records regarding their working hours. Without prejudice to the obligations under this Clause 3.3, the Supplier shall make available to the Authority any information of which it is aware concerning appointments held by an individual concurrently with the obligations of this Contract.

- 3.4. The Supplier shall be responsible for the administration and deduction of any income tax and national insurance in respect of payments made to such individuals, including in respect of any obligations under the Pay As You Earn system. The Supplier will, or procure that its Sub-Contractors will, account to the appropriate authorities for any income tax, national insurance (if any), VAT and all other liabilities, charges and duties arising out of any payment made to the Supplier under any Purchase Order. The Supplier will indemnify and keep indemnified the Authority against any income tax, national insurance (if any), VAT or any other tax liability including any interest, penalties or costs incurred in connection with the same which may at any time be levied, demanded or assessed on the Authority by any statutory Agency in respect of payments made to the Supplier.
- 3.5. Nothing in this Contract shall be construed or have effect as constituting any relationship of employer and employee between the Authority and any worker engaged by the Supplier or its Sub-Contractors. The Supplier shall indemnify and keep indemnified the Authority, its officers, employees and agents against all actions, claims, demands, reasonable costs, charges and reasonable expenses incurred by or made against the Authority, its officers, employees or agents arising out of or in connection with any claim by any such worker that they are an employee of the Authority or otherwise alleging any breach of any employment related legislation except where such claim arises as a result of any breach of obligations (whether contractual, statutory, at common Law or otherwise).

#### **4. NON-SOLICITATION**

The Supplier undertakes that, during the Term of this Contract and for a period of twelve (12) months thereafter, it will not, whether directly or indirectly, solicit with a view to offering employment to the Authority's employees or workers. In the event of breach of this Clause, the Supplier shall pay to the Authority all unavoidable and reasonable costs incurred by the Authority including a sum equal to the gross salary of the employee or the worker due under any relevant notice.

#### **5. CHARGES FOR ORDERED SERVICES**

- 5.1. All engagements of the Supplier by the Authority, of whatever nature, under the Term of this Contract must be confirmed by means of a Purchase Order before commencement of the work.
- 5.2. All Charges on any Purchase Order placed under the terms and conditions of this Contract shall utilise the rates prescribed by Schedule 4 as their basis and shall be calculated having applied any Service Credits due to the Authority.
- 5.3. In consideration of the performance of the Ordered Services in accordance with this Contract, the Authority shall pay the Charges in accordance with the Invoicing Procedure.

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- 5.4. Payment shall be made within thirty (30) days of receipt by the Authority (at its nominated address for invoices) of a valid invoice (which shall be issued in arrears) from the Supplier.
- 5.5. The Charges are exclusive of Value Added Tax. The Authority shall pay the Value Added Tax on the Charges at the rate and in the manner prescribed by Law, from time to time.
- 5.6. Interest shall be payable on any late payments under the Contract in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.
- 5.7. The Supplier shall follow the Purchase Order and Invoicing Procedure as set out in Schedule 5. All invoices must reference the duly authorised Purchase Order number. Any invoices which do not reference the Purchase Order number shall be returned as unacceptable.
- 5.8. The Supplier shall continuously indemnify the Authority against any liability, including any interest, penalties or reasonable costs incurred which is levied, demanded or assessed on the Authority at any time in respect of the Supplier's failure to account for or to pay any Value Added Tax relating to payments made to the Supplier under this Contract. Any amounts due under this Clause 8 shall be paid in cleared funds by the Supplier to the relevant authority not less than five (5) Working Days before the date upon which the tax or other liability is payable by the Authority.
- 5.9. The Supplier shall accept the Government Procurement Card (GPC) as a means of payment for Ordered Services where GPC is agreed with the Authority to be a suitable means of payment.
- 5.10. The Supplier shall accept payment electronically via the BACS Payment Schemes Limited.
- 5.11. The Supplier shall, prior to commencing any work under this Contract, enter into a Self-Billing Agreement in the form prescribed at Schedule 12

Efficiency

- 5.12. In collaboration with Food Standards Agency Operations the supplier shall use its best endeavours to provide a fair contribution to the delivery of Agency target of 5% efficiency savings year on year in cost of delivering Official Controls in meat using a combination of strategic and operational changes. These changes may include, without limitation, securing the same services for a lower price, reducing the demand for services or redesigning services in conjunction with the authority. Any such changes must be dealt with in accordance with the Variation procedure prescribed at Schedule 9. The supplier acknowledges that the Authority is subject to efficiency targets set centrally by, or under the supervision of, HM Treasury and must materially support the Authority in the Authority's efforts to achieve those targets.

## 6. STAFF TRANSFER

The Parties agree that the provisions relating to the transfer of staff and the application of the Transfer of Undertakings (Protection of Employment) Regulations 2006 prescribed at Schedule 8 have effect.

## 7. AMENDMENTS and VARIATIONS TO THIS CONTRACT

- 7.1. No amendment to the provisions of this Contract or Special Terms specified in any Purchase Order shall be effective unless agreed in writing on a Variation form by both Parties in accordance with the Variation procedure prescribed at Schedule 9

### NOTICES

- 7.2. Any notice to be given under this Contract shall be in writing and may be served by personal delivery, first class recorded or, e-mail to the address of the relevant Party set out above, or such other address as that Party may from time-to-time notify to the other Party in accordance with this Clause
- 7.3. Notices served as above shall be deemed served on the Working Day of delivery provided delivery is before 5pm on a Working Day. Otherwise delivery shall be deemed to occur on the next Working Day. An e-mail shall be deemed delivered when sent unless an error message is received.

## 8. TERM AND TERMINATION

- 8.1. This Contract shall commence on [27 March 2017] and shall continue for a period of two (2) Years unless terminated or extended in accordance with the provisions of this Clause 8.
- 8.2. The Authority has the right, on notice to and in agreement with the Supplier to be served no later than [30 September 2018], to extend this Contract by a period of one (1) Year.
- 8.3. The Charges applicable to the period of any extension of the Contract under the provisions of this Clause 8 shall be calculated using the rates set out in Schedule 4, with any fixed costs described in Schedule 4 being applied to the period of extension of the Contract on a pro-rata basis.
- 8.4. The Authority has the right, on notice to the Supplier to be served no later than six (6) months prior to the date upon which termination for convenience is to take effect, to terminate this Contract for convenience without liability for any severance payment or compensation or damages to the Supplier for loss of profits.

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- 8.5. The Authority has the right (in addition to any other rights), on notice to the Supplier, to terminate this Contract immediately and without liability for compensation or damages if any one or more of the following apply:
- 8.5.1. the Supplier fails to comply with any of its obligations under this Contract and the failure (if capable of being remedied) remains unremedied for ten (10) Working Days or longer at the discretion of the authority after being called to its attention by notice from the Authority;
  - 8.5.2. the Supplier fails or ceases to perform its duties under this Contract to the Authority's reasonable satisfaction;
  - 8.5.3. any circumstances arise, including the financial standing of the Supplier, which give reasonable grounds in the Authority's opinion for the Authority's belief that the Supplier has or may become incapable of performing its obligations under this Contract;
  - 8.5.4. the Supplier convenes a meeting of its creditors or suffers a petition to be presented or a meeting to be convened or other action to be taken with a view to its liquidation except for the purposes of and followed by solvent amalgamation or reconstruction;
  - 8.5.5. for any reason anything is done or is omitted to be done as a result of which the Supplier is or is liable to be struck off the Register of Companies;
  - 8.5.6. an administration order is made or an administrator appointed in relation to the Supplier;
  - 8.5.7. control (as defined by section 450 of the Corporation Tax Act 2010) of the Supplier passes from the person or persons presently exercising it;
  - 8.5.8. there is any change in the Supplier's capital, objects or articles of association;
  - 8.5.9. a receiver or administrative receiver is appointed of any of the Supplier's property;
  - 8.5.10. a creditor takes control of the Supplier's goods or real property;
  - 8.5.11. the Supplier is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;
  - 8.5.12. the Supplier purports to assign the burden or benefits or charge the benefits of this Contract;
  - 8.5.13. the Supplier is guilty of any act which brings the Authority into disrepute or which in the Authority's reasonable opinion is prejudicial to its interests.

## 9. CONSEQUENCES OF TERMINATION AND EXPIRY

- 9.1. In the event of termination in accordance with Clause 8.4 the Authority shall reimburse the Supplier any Charges incurred prior to termination which are wholly, reasonably and properly chargeable by the Supplier in accordance with the Contract. The Authority shall not be liable to pay any severance payment or compensation to the Supplier for loss of profits suffered as a result of the termination.
- 9.2. Termination or expiry of this Contract shall not prejudice or affect any right of action or remedy that shall have accrued or shall thereafter accrue to either party.
- 9.3. On termination or expiry of the Contract, the Supplier shall:
  - 9.3.1. return to the Authority all Authority Property and all Authority Data and other items belonging to the Authority in its possession;
  - 9.3.2. subject to the payment of the appropriate portion (which shall not include loss of profits) for work completed, provide the Authority with a copy of all records and data created for and on behalf of the Authority in delivery of the Services; and
  - 9.3.3. render reasonable assistance to the Authority (and any third parties appointed by the Authority) if requested, to the extent necessary to effect an orderly cessation or transfer of the Services.

## 10. WARRANTIES AND REPRESENTATIONS

- 10.1. The Supplier warrants and represents that:
  - 10.1.1. it has full capacity and all necessary consents to enter into this Contract and to provide the Services;
  - 10.1.2. this Contract shall be performed in compliance with all applicable Laws, enactments, orders, regulations and other similar instruments;
  - 10.1.3. the Services shall be provided and carried out by appropriately experienced, qualified and trained personnel with all due skill, care and diligence;
  - 10.1.4. it shall discharge its obligations hereunder with all due skill, care and diligence including good industry practice and (without limiting the generality of this Clause 10, in accordance with its own established internal procedures;
  - 10.1.5. it owns, has obtained or shall obtain valid licences for all Intellectual Property Rights that are necessary for the performance of this Contract;

- 10.1.6. it has taken and shall continue to take all reasonable steps, in accordance with good industry practice, to prevent the introduction, creation or propagation of any disruptive element (including any virus, worm and/or trojan horse) into systems, data, software or Confidential Information (held in electronic form) owned by or under the control of, or used by, the Authority;
- 10.1.7. it shall take all reasonable measures to avoid any and all data loss and data corruption during the provision of the Services in accordance with good industry practice;

## 11. LIMITATION OF LIABILITY

- 11.1. Neither the Authority nor the Supplier excludes or limits liability to the other for death or personal injury arising from its negligence or any breach of any obligations implied by Section 12 of the Sale of Goods Act 1979 or Section 2 of the Supply of Goods and Services Act 1982 or for fraud or fraudulent misrepresentation.
- 11.2. Nothing in this Clause 11 shall be taken as limiting the liability of the Supplier in respect of Clause 12, Clause 13 and Clause 14.
- 11.3. Subject always to the provisions of Clauses 11.1 and 11.2, the aggregate liability respectively of the Authority and the Supplier for each Year for all Defaults whether arising under contract, tort (including negligence) or otherwise in connection with this Contract shall in no event exceed whichever is the greater of Five hundred thousand pounds or a sum equivalent to one hundred and twenty five percent (125%) of the Charges paid or payable to the Supplier during a twelve (12) Month period specified by the claiming party, such twelve (12) Month period including the date on which at least one such Default arose.
- 11.4. Subject always to the provisions of Clauses 11.1 and 11.2 in no event shall either the Authority or the Supplier be liable to the other for:
  - 11.4.1. indirect or consequential loss or damage; and/or
  - 11.4.2. loss of profits, business, revenue, goodwill or anticipated savings.
- 11.5. Subject always to the provisions of Clauses 11.1, 11.2 and 11.3, the provisions of Clause 11.4 shall not be taken as limiting the right of either the Authority or the Supplier to claim from the other for:
  - 11.5.1. reasonable additional operational and administrative costs and expenses;
  - 11.5.2. any reasonable costs or expenses rendered nugatory; and

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11.5.3. damage due to the loss of data, but only to the extent that such losses relate to the costs of working around any loss of data and the direct costs of recovering or reconstructing such data,

resulting directly from the Default of the other party.

**12. AUTHORITY DATA PROTECTION**

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

12.2. The Supplier shall be liable for and shall indemnify (and keep indemnified) the Authority against each and every action, proceeding, liability, reasonable cost, claim, loss, reasonable expense (including reasonable legal fees and disbursements) and demand incurred by the Authority which arise directly or in connection with the Supplier's data processing activities under this Contract, including those arising out of any third party demand, claim or action, or any breach of contract, negligence, fraud, willful misconduct, breach of statutory duty or non-compliance with any part of the Data Protection Requirements by the Supplier or its employees, servants, agents or Sub-Contractors.

**13. INTELLECTUAL PROPERTY RIGHTS**

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

13.2. All Intellectual Property Rights that are created by the Supplier in the provision of the Services to the Authority shall be proprietary to and owned by the Authority and the Supplier shall enter into such documentation and perform such acts as the Authority shall request to properly vest such Intellectual Property Rights in the Authority. Accordingly the Supplier hereby assigns (by way of present assignment of future rights) all such Intellectual Property Rights.

13.3. The Supplier shall procure that the provision of the Ordered Services shall not infringe any Intellectual Property Rights of any third party.

- 13.4. The Supplier shall indemnify the Authority against all claims, demands, actions, costs, expenses (including legal costs and disbursements), losses and damages arising from or incurred by reason of any infringements (including the defence of such infringements) of any Intellectual Property Right in connection with the provision of the Ordered Services, except to the extent that such liabilities have resulted directly from the Authority failure properly to observe its obligations under this Clause 13.
- 13.5. Each of the parties shall notify the other if it receives notice of any claim or potential claim relating to the other party's Pre-Existing Intellectual Property Rights.

#### **14. CONFIDENTIALITY**

14.1. Without prejudice to the application of the Official Secrets Acts 1911 to 1989 to any Confidential Information, the Authority and the Supplier acknowledge that any Confidential Information originating from:

14.1.1. the Authority, its servants or agents is the property of the Authority; and

14.1.2. the Supplier, its employees, servants or agents is the property of the Supplier.

14.2. The Supplier and the Authority shall procure that:

14.2.1. any person employed or engaged by them (in connection with this Contract in the course of such employment or engagement) shall only use Confidential Information for the purposes of this Contract;

14.2.2. any person employed or engaged by them in connection with this Contract shall not, in the course of such employment or engagement, disclose any Confidential Information to any third party without the prior written consent of the other party;

14.2.3. they shall take all necessary precautions to ensure that all Confidential Information is treated as confidential and not disclosed (save as aforesaid) or used other than for the purposes of this Contract by their employees, servants, agents or Sub-Contractors; and

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

14.3. The provisions of Clause 14.1 and Clause 14.2 shall not apply to any information which:

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- 14.3.1. is or becomes public knowledge other than by breach of this Clause 14; or
  - 14.3.2. is in the possession of the recipient without restriction in relation to disclosure before the date of receipt from the disclosing party; or
  - 14.3.3. is received from a third party who Lawfully acquired it and who is under no obligation restricting its disclosure; or
  - 14.3.4. is independently developed without access to the Confidential Information; or
  - 14.3.5. must be disclosed pursuant to a statutory, legal or parliamentary obligation placed upon the party making the disclosure, including any requirements for disclosure under the Freedom of Information Act 2000 or the Environmental Information Regulations 2004.
  - 14.3.6. is required to be disclosed by a competent regulatory Agency (including the Law Society or Solicitors Disciplinary Tribunal) or pursuant to any applicable rules of professional conduct.
- 14.4. Nothing in this Clause 14 shall be deemed or construed to prevent the Authority from disclosing any Confidential Information obtained from the Supplier:
- 14.4.1. to any other department, office or agency of Her Majesty's Government ("Crown Bodies"), provided that the Authority has required that such information is treated as confidential by such Crown Bodies and their servants, including, where appropriate, requiring servants to enter into a confidentiality agreement prior to disclosure of the Confidential Information and the Authority shall have no further liability for breach of confidentiality in respect of the departments, offices and agencies. All Crown Bodies in receipt of such Confidential Information shall be considered as parties to this Contract within Section 1(1) of the Contracts (Rights of Third Parties) Act 1999 for the purpose only of being entitled to further disclose the Confidential Information to other Crown Bodies on such terms; and
  - 14.4.2. to any consultant, contractor or other person engaged by the Authority in connection herewith, provided that the Authority shall have required that such information be treated as confidential by such consultant, contractor or other person, together with their servants including, where appropriate, the execution of a confidentiality agreement prior to disclosure of the Confidential Information and the Authority shall have no further liability for breach of confidentiality in respect of consultants, contractors or other people.

- 14.5. The Supplier shall, prior to commencing any work, enter into a confidentiality undertaking in the form set out in Schedule 7.
- 14.6. If required by the Authority, the Supplier shall procure that any of its Staff or associates enters into a confidentiality undertaking in the form set out in Schedule 7 or such alternative form as the Authority may substitute from time to time.
- 14.7. Nothing in this Clause 14 shall prevent the Supplier or the Authority from using data Processing techniques, ideas and know-how gained during the performance of this Contract in the furtherance of its normal business, to the extent that this does not involve a disclosure of Confidential Information or an infringement by the Authority or the Supplier of any Intellectual Property Rights.

## 15. PUBLICITY

- 15.1. The Supplier shall not make any press announcements about or relating to this Contract or publicise this Contract in any way without the Authority's prior written consent (including email)
- 15.2. Notwithstanding the provisions of Clause 15.1, the Supplier shall be entitled to make any announcement required by any securities exchange or regulatory Agency or government body to which it subscribes whether or not the requirement has the force of Law.

## 16. DISPUTE RESOLUTION

- 16.1. Subject to the provisions of Clause 16.2 and Clause 25.3 (corrupt gifts and payment of commission), any dispute arising under, or in connection with this Contract shall be dealt with in accordance with this Clause 16, and neither the Authority nor the Supplier shall be entitled to commence or pursue any legal proceedings under the jurisdiction of the courts in connection with any such dispute, until the procedures set out in this Clause 16 have been exhausted.
- 16.2. Clause 16.1 shall be without prejudice to the rights of termination stated in Clause 8 and in addition shall not prevent the Authority or the Supplier from applying for injunctive relief in the case of:
  - 16.2.1. breach or threatened breach of confidentiality; or
  - 16.2.2. infringement or threatened infringement of its Intellectual Property Rights; or
  - 16.2.3. infringement or threatened infringement of the Intellectual Property Rights of a third party, where such infringement could expose the Authority or the Supplier to liability.

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- 16.3. All disputes between the Authority and the Supplier arising out of, or relating to, any Purchase Order shall be referred by the Authority's Representative or the Supplier's Accountant Management Team to the other for resolution.
- 16.4. If any dispute cannot be resolved pursuant to the provisions of Clause 16.3 within ten (10) Working Days of such referral, then the provisions of Schedule 6 (Dispute Resolution Procedure) apply.

**17. INSURANCE**

- 17.1. The Supplier shall effect and maintain policies of insurance to provide a level of cover sufficient for all risks which may be incurred by the Supplier under this Contract, including death or personal injury, or loss of, or damage to, property.
- 17.2. The Supplier shall hold employer's liability insurance in respect of its employees in accordance with any legal requirement for the time being in force.
- 17.3. The Supplier shall produce to the Authority's Representative, within five (5) Working Days of request, copies of all insurance policies referred to in Clause 17.1 and Clause 17.2 or such other evidence as agreed between the Authority and the Supplier that will confirm the extent of the cover given by those policies, together with receipts or other evidence of payment of the latest premiums due under those policies.
- 17.4. The terms of any insurance or the amount of cover shall not relieve the Supplier of any liabilities under this Contract. It shall be the responsibility of the Supplier to ensure that the amount of insurance cover is adequate to enable it to satisfy all its potential liabilities subject to the limit of liability specified in Clause 11 of this Contract.

**18. RECOVERY OF SUMS DUE**

If any sum of money is recoverable from, or payable by, the Supplier under the Contract (including any sum which the Supplier is liable to pay to the Authority in respect of any breach of the Contract) that sum may be deducted unilaterally by the Authority from any sum then due or which may become due to the Supplier under the Contract, or any other agreement or contract with the Authority.

**19. STATUTORY REQUIREMENTS**

- 19.1. The Supplier shall notify the Authority of all statutory provisions and approved safety standards applicable to the Ordered Services and their provision and shall be responsible for obtaining all licences, consents or permits required for the performance of this Contract.
- 19.2. The Supplier shall inform the Authority if the Ordered Services are hazardous to health or safety and of the precautions that should be taken in respect thereto.

- 19.3. The Supplier shall, and shall ensure that its personnel, agents and Sub-Contractors, take all measures necessary to comply with the requirements of the Health and Safety at Work etc. Act 1974 and any other acts, orders, regulations and codes of practice relating to health and safety, which may apply to those involved in the performance of this Contract.

## **20. STATUTORY INVALIDITY**

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

## **21. ENVIRONMENTAL REQUIREMENTS**

- 21.1. The Supplier shall comply in all material respects with all applicable environmental Laws and regulations in force from time to time in relation to the Services. Without prejudice to the generality of the foregoing, the Supplier shall promptly provide all such information regarding the environmental impact of the Services as may reasonably be requested by the Authority.
- 21.2. The Supplier shall meet all reasonable requests by the Authority for Information evidencing compliance with the provisions of this Clause 21 by the Supplier.

## **22. DISCRIMINATION**

- 22.1. The Supplier shall not unlawfully discriminate either directly or indirectly on such grounds as race, colour, ethnic or national origin, disability, sex or sexual orientation, religion or belief, or age and without prejudice to the generality of the foregoing the Supplier shall not unlawfully discriminate within the meaning and scope of the Equality Act 2010, the Human Rights Act 1998 or other relevant or equivalent legislation. The Supplier shall take all reasonable steps to secure the observance of this Clause by all Staff.
- 22.2. The Supplier shall take all reasonable steps to secure the observance of the provisions of Clause 22.1 by any Sub-Contractor(s) employed in the execution of this Contract.

## **23. SUPPLIER'S SUITABILITY**

- 23.1. The Authority reserves the right under this Contract to refuse to admit Staff to any premises occupied by or on behalf of the Authority, whose admission has become, in the opinion of the Authority, undesirable.

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- 23.2. If the Supplier shall fail to comply with Clause 23.1 and if the Authority (whose decision shall be final and conclusive) shall decide that such failure is prejudicial to the interests of the State and if the Supplier does not comply with the provisions of Clause 23.1 within a reasonable time of written notice so to do, then the Authority may terminate any Purchase Order provided always that such termination shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to the Authority.

**24. OFFICIAL SECRETS ACTS**

The Supplier shall take all reasonable steps to ensure that its Staff and Sub-Contractors in connection with this Contract are aware of the Official Secrets Acts 1911 to 1989, and that these Acts apply to them during the execution of this Contract and after the expiry or termination of this Contract.

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

- 25.1. The Supplier shall not:

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

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

- 25.2. Any breach of Clause 25.1 by the Supplier or its Staff (whether with or without the knowledge of the Supplier) or the commission of any offence by the Supplier or its Staff under the Prevention of Corruption Acts 1889 to 1916, in relation to this Contract or any other contract with Her Majesty's Service shall entitle the Authority to terminate any Purchase Order and recover from the Supplier the amount of any direct loss resulting from such termination and/or to recover from the Supplier the amount or value of any such gift, consideration or commission.

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- 25.3. Any dispute, difference or question arising in respect of the interpretation of this Clause 25, the right of the Authority to terminate any Purchase Order or the amount or value of any such gift, consideration or commission shall be decided by the Authority, whose decision shall be final and conclusive and shall not be subject to Clause 16 (Dispute Resolution).
- 25.4. Either Party may terminate this Contract and recover all its losses if the other Party, their employees or anyone acting on their behalf:
- 25.4.1. Corruptly offers, gives or agrees to give to anyone any inducement or reward in respect of this Contract; or
- 25.4.2. Commits an offence under the Bribery Act 2010.

**26. TRANSFER AND SUB-CONTRACTING**

- 26.1. To the extent to which the Supplier is permitted to sub-contract, the Authority shall be entitled to nominate sub-contractors at its discretion.
- 26.2. The Supplier shall be entitled to Sub-Contract its obligations under this Contract, or any resultant Purchase Order, solely with the express permission of the Authority Representative; such permission shall not be unreasonably withheld.
- 26.3. The provisions of Clause 41 (Transparency) Clause 36 (Open Book Accounting) and the rights of the Authority under these Clauses shall extend (making the necessary modifications) to the provisions and content of any sub contract.
- 26.4. The Authority shall be entitled to assign or otherwise dispose of its rights and obligations under this Contract and/or any relevant Purchase Order to any other body (including any private sector body) which substantially performs any of the functions that previously had been performed by the Authority.

**27. RIGHTS OF THIRD PARTIES**

- 27.1. To the extent that this Contract confers rights or benefits on a party who is not a party to this Contract, that party shall by virtue of the Contracts (Rights of Third Parties) Act 1999, be entitled to enforce those rights as if it was a party to this Contract.
- 27.2. Except as provided in Clause 27.1, a person who is not a party to this Contract shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Contract. This Clause 27.2 does not affect any right or remedy of any person that exists or is available otherwise than pursuant to that Act.

**28. AUTHORITY PROPERTY**

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

**29. SEVERABILITY**

Subject to the provisions of Clause 20, if any provision of this Contract is held invalid, illegal or unenforceable for any reason, such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if this Contract had been accepted with the invalid provision eliminated. In the event of a holding of invalidity so fundamental as to prevent the accomplishment of the purpose of this Contract, the Authority and the Supplier shall immediately commence good faith negotiations to remedy such invalidity.

**30. FREEDOM OF INFORMATION**

- 30.1. The Supplier acknowledges that the Authority is subject to the requirements of the Code of Practice on Government Information, FOIA and the Environmental Information Regulations and shall assist and cooperate with the Authority to enable the Authority to comply with these requirements.
- 30.2. The Supplier shall, and shall procure that its Sub-contractors shall:
  - 30.2.1. transfer to the Authority all Requests for Information that it receives as soon as practicable and in any event within two Working Days of receiving a Request for Information;
  - 30.2.2. provide the Authority with a copy of all information in its possession, or power in the form that the Authority requires within five Working Days (or such other period as the Authority may specify) of the Authority's request; and
  - 30.2.3. provide all necessary assistance as reasonably requested by the Authority to enable the Authority to respond to the Request for Information within the time for compliance set out in the FOIA or the Environmental Information Regulations.

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- 30.3. The Authority shall be responsible for determining in its absolute discretion and notwithstanding any other provision in this Contract or any other contract whether information in any way related to this Contract is exempt from disclosure in accordance with the provisions of the Code of Practice on Government Information, FOIA or the Environmental Information Regulations.
- 30.4. In no event shall the Supplier respond directly to a Request for Information unless expressly authorised to do so by the Authority.
- 30.5. The Supplier shall ensure that all Information in any way related to this Contract is retained for disclosure and shall permit the Authority to inspect such records as requested from time to time.

**31. FORCE MAJEURE**

- 31.1. For the purposes of this Contract the expression "Force Majeure" shall mean any cause affecting the performance by either the Authority or the Supplier of its obligations arising from acts, events, omissions, happenings or non-happenings beyond its reasonable control including (but without limiting the generality thereof) governmental regulations, fire, flood, or any disaster or an industrial dispute affecting a third party for which a substitute third party is not reasonably available. Any act, event, omission, happening or non-happening will only be considered Force Majeure if it is not attributable to the wilful act, neglect or failure to take reasonable precautions of the affected party, its employees, servants or agents or the failure of either the Authority or the Supplier to perform its obligations under any Purchase Order.
- 31.2. It is expressly agreed that any failure by the Supplier to perform or any delay by the Supplier in performing its obligations under any Purchase Order which results from any failure or delay in the performance of its obligations by any person, firm or company with which the Supplier shall have entered into any contract, supply arrangement or Sub-Contract or otherwise shall be regarded as a failure or delay due to Force Majeure only in the event that such person firm or company shall itself be prevented from or delayed in complying with its obligations under such Purchase Order, supply arrangement or Sub-Contract or otherwise as a result of circumstances of Force Majeure.
- 31.3. Neither the Authority nor the Supplier shall in any circumstances be liable to the other for any loss of any kind whatsoever including but not limited to any damages or abatement of Charges whether directly or indirectly caused to or incurred by the other party by reason of any failure or delay in the performance of its obligations which is due to Force Majeure. Notwithstanding the foregoing, both the Authority and the Supplier shall use all reasonable endeavours to continue to perform, or resume performance of, (and having resumed to catch up to the required level of performance existing immediately prior to the Force Majeure event), such obligations hereunder for the duration of such Force Majeure event.

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- 31.4. If either the Authority or the Supplier become aware of circumstances of Force Majeure which give rise to or which are likely to give rise to any such failure or delay on its part it shall forthwith notify the other by the most expeditious method then available and shall inform the other of the period which it is estimated that such failure or delay shall continue.
- 31.5. It is hereby expressly declared that the only events that shall afford relief from liability for failure or delay shall be any event qualifying for Force Majeure hereunder.

**32. LEGISLATIVE CHANGE**

- 32.1. The Supplier shall bear the cost of ensuring that the Services comply with all applicable statutes, enactments, orders, regulations or other similar instruments and any amendments thereto, except where any such amendment could not in the opinion of the Authority reasonably have been foreseen by the Supplier at the date hereof.
- 32.2. Where, in the opinion of the Authority, such amendments could not reasonably have been foreseen by the Supplier at the date hereof, the Parties shall negotiate a variation to this Contract in accordance with the procedure prescribed at Schedule 9.

**33. CONFLICTS OF INTEREST**

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

**34. ASSIGNED STAFF**

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

**35. INVESTIGATIONS**

The Supplier shall immediately notify the Authority Representative in writing if any investigations are instituted into the affairs of the Supplier, its partners or key managers under the Companies, Financial Services or Banking Acts, or in the event of any police or Serious Fraud Office enquiries, enquires into possible fraud, any involvement in the Department for Business, Energy and Industrial Strategy (BEIS) investigations or any other investigations which might result in public criticism of the Supplier.

**36. OPEN BOOK ACCOUNTING**

**Audits**

- 36.1. The Authority may, at its discretion, conduct an audit for the following purposes:
  - 36.1.1. to verify the accuracy of Charges (and proposed or actual variations to them in accordance with this Contract), and/or the costs of the Services;
  - 36.1.2. to review any books of account kept by the Supplier in connection with the provision of the Services; or
  - 36.1.3. to carry out the audit and certification of the Authority's accounts;
- 36.2. The Authority shall use its reasonable endeavours to ensure that the conduct of each audit does not unreasonably disrupt the Supplier or delay the provision of the Services.
- 36.3. Subject to the Authority undertaking obligations of confidentiality in a form agreed by the Supplier (agreement not to be unreasonably withheld or delayed), the Supplier shall on demand provide the Authority (and/or its agents or representatives) with all reasonable co-operation and assistance in relation to each audit, which shall include providing or procuring:
  - 36.3.1. all information requested by the Authority within the permitted scope of the audit;
  - 36.3.2. reasonable access to any premises occupied and controlled by the Supplier.
  - 36.3.3. that Staff provide reasonable assistance to the Authority in relation to the audit.
- 36.4. The Supplier shall implement all measurement and monitoring tools and procedures necessary to measure and report on the Supplier's performance of the Services against the applicable requirements of the Contract at a level of detail sufficient to verify compliance with the Contract.
- 36.5. The Authority shall endeavour to (but is not obliged to) provide at least 15 Working Days' notice of its intention to conduct an audit.
- 36.6. The Parties agree that they shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under this Clause, unless the audit identifies a Default by the Supplier in which case the Supplier shall reimburse the Authority for all the Authority's reasonable costs incurred in the course of the audit.
- 36.7. If an audit identifies that:

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- 36.7.1. the Supplier has failed to perform its obligations under this Contract in any material manner, the parties shall agree and implement a remedial plan. The Supplier shall notify the Authority once the remedial plan has been completed and the identified failure(s) rectified. If the Supplier's failure relates to a failure to provide any information to the Authority about the Charges or the Supplier's costs, then the remedial plan shall include a requirement for the provision of all such information;
- 36.7.2. the Authority has overpaid any Charges, the Supplier shall pay to the Authority the amount overpaid within 20 Working Days of the signing of a report of the audit; and
- 36.7.3. the Authority has underpaid any Charges, the Authority shall pay to the Supplier the amount of the under-payment within 20 Working Days of the signing of a report of the audit.

**Open Book Accounting**

- 36.8. Open book accounting applies to this Contract. The Supplier shall provide to the Authority, or its appointed third party representatives, eg external auditors, all reasonable assistance to examine and verify Supplier's accounts and costing data. This will include, but not be limited to, financial and management accounts, employment and payroll records.
- 36.9. The Supplier shall, within one Month of the end of each Year, provide the Authority with a report ("Annual Report"), in respect of its provision of the Services which shall include the following information:
  - 36.9.1. the Supplier's performance in the period since the last Annual Report;
  - 36.9.2. the Supplier's cumulative performance during the Term;
  - 36.9.3. the revenue received by the Supplier from the Authority in the period since the last Annual Report. The revenue will be broken down to show Charges for the Lots and other revenue received (for example for Project Work);
  - 36.9.4. the direct costs (excluding VAT and the Supplier's overhead costs) incurred by the Supplier by Lot in the period since the last Annual Report. The direct costs will be broken down to show labour and other costs;
  - 36.9.5. the contribution this Contract makes to the Supplier's overheads; and
  - 36.9.6. the profit made by the Supplier in relation to this Contract since the last Annual Report. The profit will be calculated as revenue less direct costs less overhead contribution.

36.10. The Annual Report shall be drawn up in accordance with the Supplier's accounting standards (which at the Effective Date are UK Generally Accepted Accounting Principles) and shall be certified by the Supplier's Finance Director as a true reflection of the information contained in it and the performance of this Contract for the period that it covers.

36.11. The Annual Report shall be subject to the confidentiality provisions contained in Clause 14 (Confidentiality).

### **37. STATUTORY AUDITORS' ACCESS**

For the purposes of the examination and certification of the Authority accounts or any examination, pursuant if appropriate to Section 6(1) of the National Audit Act 1983, or pursuant to any equivalent legislation, of the economy, efficiency and effectiveness with which the Authority has used its resources, the Authority's statutory auditors may examine such documents as they may reasonably require which are owned, held or otherwise within the control of the Supplier and may require the Supplier to produce such oral or written explanations as they consider necessary. For the avoidance of doubt it is hereby declared that the carrying out of an examination, if appropriate, under section 6(3) (d) of the National Audit Act 1983, or under any equivalent legislation, in relation to the Supplier is not a function exercisable under this Clause 37.

### **38. ELECTRONIC INSTRUCTION**

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

### **39. WAIVER**

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

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

39.3. No waiver of any of the provisions of this Contract shall be effective unless it is communicated by notice.

### **40. LAW AND JURISDICTION**

This Contract is subject to the exclusive jurisdiction of the courts of England and Wales and the Parties agree that this Contract is to be governed by and construed according to the Law of England and Wales.

### **41. TRANSPARENCY**

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- 41.1. The Parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of this Contract including any Purchase Order is not Confidential Information.
- 41.2. The Authority shall be responsible for determining in its absolute discretion whether any content of this Contract including any Purchase Order is exempt from disclosure in accordance with the provisions of the FOIA. Notwithstanding any other term of this Contract, the Supplier gives consent for the Authority to publish the Contract including any Purchase Order in its entirety, (but with any information which is exempt from disclosure in accordance with the provisions of the FOIA redacted), to the general public.
- 41.3. The Authority may consult with the Supplier to inform its decision regarding any redactions but the Authority shall have the final decision in its absolute discretion.

## 42. SECURITY PROVISIONS

- 42.1. The Supplier warrants that all Staff at the date hereof were vetted and recruited on such a basis that is equivalent to and no less strict than the Staff Vetting procedures as laid out by Cabinet Office and that any Staff it proposes to utilize in the provision of the services will be vetted on a like basis.
- 42.2. The Supplier shall conform to the below standards as directed by the Authority:
  - 42.2.1. Baseline Standard - The Baseline Standard is not a formal security clearance but aims to provide an appropriate level of assurance as to the trustworthiness, integrity and probable reliability of prospective Suppliers and/or their Staff. The Baseline Standard comprises verification of the following four main elements: Identity; Employment history (past 3 years); Nationality and Immigration Status; Criminal record (unspent convictions only)

It should be applied to all private sector Employees working on government Contracts (e.g. Suppliers and consultants), who require access to the Authority's premises, or knowledge or custody of, government assets protectively marked up to and including OFFICIAL.

The outcome of checks should be recorded on the Baseline Standard Verification Record. This will be carried out by the Supplier and evidence presented to the Authority on an annual basis or when requested.

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- 42.2.2. Enhanced Baseline Standard - Some Contracts may require the Baseline Standard to be supplemented with additional checks (e.g. a Disclosure and Barring Service (DBS) Check (including spent convictions) or a Credit Worthiness Check). A DBS Check could take up to 2 Weeks to process.
- 42.3. Additionally, contractors and their staff are required to give a reasonable account of any significant periods (6 months or more in the past 3 years) of time spent abroad. Verification of identity is essential before any individual can begin working on the Authority's premises or have access to assets/documents as described above. Before a contract is awarded contractors and their staff who will work on the Authority's premises or have access to assets/documents as described above will be asked to provide the following:
- 42.3.1. Confirmation of name, date of birth and address. (ID should be corroborated by original documents i.e. full passport, national ID card, current UK full driving license, birth certificate, bank correspondence or utility bills.)
- 42.3.2. National insurance number or other unique personal identifying number where appropriate.
- 42.3.3. Full details of previous employers (name, address and dates), over the past 3 years.
- 42.3.4. Confirmation of any necessary qualifications/licences.
- 42.4.1 Educational details and references where someone is new to the workforce.
- 42.3.5. Confirmation of permission to work in the UK if appropriate.
- 42.4. The Supplier shall provide training on a continuing basis for all Staff in compliance with the Security Requirements, Policy and Plan in Schedule 13.

**Security Requirements**

- 42.5. The Supplier shall comply, and shall procure the compliance of Staff, with the Security Policy prescribed at Schedule 13.
- 42.6. The Authority shall notify the Supplier of any changes or proposed changes to the Security Policy.
- 42.7. If the Supplier believes that a change or proposed change to the Security Policy will have a material and unavoidable cost implication to the Services it may seek a Variation in accordance with the procedure prescribed at Schedule 9. 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.

42.8. Until and/or unless a change to the Charges is agreed by Variation the Supplier shall continue to perform the Services in accordance with the existing Charges.

#### **43. EXIT MANAGEMENT**

On receipt of notice to terminate this Contract or to terminate a Purchase Order or expiration of this Contract, the Parties shall comply with the Exit Management Requirements prescribed at Schedule 10.

#### **44. INDEMNITY**

44.1. The Supplier agrees with the Authority throughout the Term to indemnify the Authority and keep the Authority indemnified from and against any and all loss, damage or liability suffered and legal fees and costs incurred by the Authority resulting from a breach of this Contract by the Supplier including:

44.1.1. any act, neglect or default of the Supplier and Staff;

44.1.2. breaches in respect of any matter arising from the supply or non-supply of the Services resulting in any successful claim against the Authority by any third party.

44.1.3. For the purpose of this Clause 44, a claim is successful if:

- a) a court of competent jurisdiction upholds the claim against the Authority; or
- b) the Authority, acting reasonably, concludes that the claim, if heard by a court of competent jurisdiction, has a realistic prospect of success and should be settled on reasonable commercial terms.

#### **45. FURTHER ACTION**

Each Party agrees to execute, acknowledge and deliver such further instruments, and do all further similar acts, as may be necessary or appropriate to carry out the purposes and intent of this Contract.

#### **46. ENTIRE AGREEMENT**

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

46.1. Neither the Authority nor the Supplier has relied upon any representation or promise except as expressly set out in this Contract.

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- 46.2. Both the Authority and the Supplier unconditionally waive any rights it may have to claim damages against the other on the basis of any statement made by the other (whether made carelessly or not) not set out or referred to in this Contract (or for breach of any warranty given by the other not so set out or referred to) unless such statement or warranty was made or given fraudulently.
- 46.3. Both the Authority and the Supplier unconditionally waive any rights it may have to seek to rescind this Contract on the basis of any statement made by the other (whether made carelessly or not) whether or not such statement is set out or referred to in this Contract unless such statement was made fraudulently.

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

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

[Redacted Signature]

Title... CHIEF OPERATING OFFICER

Date... 9/13/17

Signed for and on behalf of **[NAME OF SUPPLIER]:**

[Redacted Signature]

Title... MANAGING DIRECTOR

Date... 9/13/17

**SCHEDULE 1 INTERPRETATION**

<b>Account Management Team</b>	means the Supplier's personnel who have been designated by the Supplier as its point(s) of contact for management of this Contract
<b>Authority Data</b>	<p>means the data, text, drawings, diagrams, images or sounds (together with any database made up on any of these) which are embodied in any electronic, magnetic, optical or tangible media, and which are :</p> <ul style="list-style-type: none"> <li>• Provided to the supplier by or on behalf of the Authority, or</li> <li>• Which the supplier is required to generate process, store or transmit pursuant to this Contract.</li> </ul> <p>Within the meaning of the Data Protection Act 1998, any Personal Data for which the Authority is the Data Controller.</p>
<b>Authority Property</b>	means anything issued or otherwise furnished in connection with the Contract by or on behalf of the Authority, other than any real property.
<b>Authority's Representative</b>	means the member of the Authority staff who shall be the main contact point under the Contract or any relevant Purchase Order
<b>Charges</b>	means charges payable by the Authority to the Supplier for the delivery of the Services, which must be itemised in full on any relevant Purchase Order.
<b>Compliant</b>	has the meaning set out in Appendix N - Performance Management Framework
<b>Confidential Information</b>	means any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, know-how, personnel and suppliers of either party, including Intellectual Property Rights, together with all information derived from the above, and any other information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential.
<b>Service Failure</b>	has the meaning set out in Appendix N – Performance Management Framework.

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<p><b>Data Protection Requirements</b></p>	<p>means the Data Protection Act 1998, the EU Data Protection Directive 95/46/EC, the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Electronic Communications Data Protection Directive 2002/58/EC, the Privacy and Electronic Communications (EC Directive) Regulations 2003 and all applicable Laws and regulations relating to processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner.</p>
<p><b>Default</b></p>	<p>means any breach of the obligations of any party (including but not limited to fundamental breach or breach of a fundamental term) or any default, act, omission, negligence or statement of any party, it's employees, agents or Sub-Contractors in connection with or in relation to the subject matter of this Contract and in respect of which such party is liable to the other.</p>
<p><b>Environmental Information Regulations</b></p>	<p>means the Environmental Information Regulations 2004 and any guidance and/or codes of practice issued by the Information Commissioner in relation to such regulations.</p>
<p><b>Equipment</b></p>	<p>means any computers, laptops, servers, networks, internet broadband, wireless or other connections, other computer associated equipment or presentation equipment.</p>
<p><b>FOIA</b></p>	<p>means the Freedom of Information Act 2000 and any subordinate legislation made under this Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner in relation to such legislation.</p>
<p><b>Government Accounting</b></p>	<p>means HM Treasury's manual of accounting principles for government as updated from time to time.</p>
<p><b>Government Procurement Card (GPC)</b></p>	<p>means the UK Government's Mastercard purchasing card.</p>
<p><b>Industry Regulator</b></p>	<p>means any statutory or non-statutory body with responsibility for regulating (or promoting self-regulation) of the provision on the type of services being provided by the Supplier.</p>

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<b>Information</b>	has the meaning given under section 84 of the Freedom of Information Act 2000.
<b>Intellectual Property Rights</b>	means patents, trademarks, service marks, design rights (whether registerable or otherwise), applications for any of the foregoing, copyright, database rights, trade or business names and other similar rights or obligations whether registerable or not in any country (including but not limited to the United Kingdom).
<b>Invoicing Procedure</b>	means the procedure by which the Supplier invoices the Authority, as set out in <u>Schedule 5</u> .
<b>Key Performance Indicator</b>	Has the meaning set out in Appendix N – Performance Management Framework.
<b>Law</b>	means any applicable Law, statute, bye-law, regulation, order, regulatory policy, guidance or industry code, rule of court or directives or requirements of any Regulatory Body, delegated or subordinate legislation or notice of any Regulatory Body.
<b>Mediator</b>	means a third party to assist both the Supplier and the Authority to resolve a dispute. See <u>Schedule 6</u> .
<b>Month</b>	means a calendar month and “Monthly” shall be similarly construed.
<b>Nominated Sub-Contractor</b>	means any sub-contractor engaged by the Supplier, at the direction of the Authority, in connection with the provision of Ordered Services.
<b>Non-Compliant</b>	has the meaning set out in Appendix N Performance Management Framework.
<b>Ordered Services</b>	means the services which the Authority has instructed the Supplier to carry out in any Purchase Order.
<b>Personal Data</b>	has the meaning set out in the Data Protection Act 1998.
<b>Pre-Existing Intellectual Property Rights</b>	means any Intellectual Property Rights vested in or licensed to the Supplier or Authority prior to or independently of the performance by the Supplier or Authority of their obligations under this Contract.

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<b>Private Agency</b>	means a commercial organisation to which service provision has been outsourced by a Contracting Agency, which assumes the role and responsibilities of the Agency under a Contract.
<b>Purchase Order</b>	means the document in which the Authority specifies the goods and services it requires to be supplied or performed by the Supplier.
<b>Quarter</b>	means a three (3) month period beginning on 1 <sup>st</sup> January, 1 <sup>st</sup> April, 1 <sup>st</sup> July or 1 <sup>st</sup> October. The term 'Quarterly' shall be similarly construed.
<b>Regulatory Body</b>	means those government departments and regulatory, statutory and other entities, committees and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate, or influence the matters dealt with in this Contract or any other affairs of the Authority and "Regulatory Body" shall be construed accordingly.
<b>Requests for Information</b>	means a request for information or an apparent request under the Code of Practice on Access to Government Information, FOIA or the Environmental Information Regulations.
<b>Services</b>	means services which the Supplier has agreed to provide under any Purchase Order.
<b>Service Credits</b>	means the sums payable by the Supplier to the Authority in respect of a failure by the Supplier to meet a Key Performance Indicator as more particularly described in <u>Schedule 2</u> The Ordered Services
<b>Special Terms</b>	means additional Authority specific terms, to which the Supplier has agreed.
<b>Staff</b>	means officers, employees, agents and contractors of the Supplier.
<b>Sub-Contractor</b>	means any sub-contractor engaged by the Supplier in connection with the provision of Ordered Services.
<b>Supplier</b>	means the person identified in the Contract and its Staff.

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<b>Term</b>	means the period from and including 27 March 2017 until and including 26 March 2019, together with any period by which the Contract is extended.
<b>Variation</b>	means an amendment of the Contract made in accordance with the Variation Procedure prescribed at <u>Schedule 9</u> .
<b>Working Days</b>	means Monday to Friday inclusive, excluding public and bank holidays.
<b>Year</b>	means a calendar year.

## SCHEDULE 2 THE ORDERED SERVICES

### 1. INTRODUCTION

**This Schedule 2 specifies the Ordered Services to be provided to the Authority by the Supplier in the services required for FS999999.**

### 2. BACKGROUND & INTENTION

- 2.1. The Food Standards Agency (FSA) is a non-ministerial government department governed by a Board appointed to act in the public interest, with the task of protecting consumers in relation to food. It is a UK-wide body with offices in London, Cardiff, Belfast and York.
- 2.2. The FSA's main objective is to ensure food is safe and to protect the public from risks that may arise in connection with the consumption of food (including risks that are associated with the way food produced or supplied) This contract will support this objective through the provision of verification through inspection and health marking in FSA Approved Meat Establishments.

### 3. SPECIFICATION

- 3.1. This contract is for the provision of contract Official Veterinarians (cOV) and contract Official Auxiliaries (cOA) to undertake the delivery of official controls in accordance with EU and UK law in FSA approved meat establishments (slaughterhouses, cutting plants and approved game handling establishments).
- 3.2. **Contract Official Veterinarian Requirements**
- 3.3. Staff supplied as cOVs under this contract must be appointed as an Official Veterinarian in accordance with EC 854/2004 Annex 1, Section 3, Chapter 4, Part A, Point 1. It is the supplier's responsibility to ensure all staff are suitably qualified to deliver services under this contract.
- 3.4. Staff supplied as cOVs under this contract must meet the Job Specification (*Appendix C*) and the Veterinary Competency Framework (*Appendix D*) requirements. Additionally the cOVs are expected to deliver services in accordance with the FSA Manual of Official Controls (MOC), which is subject to change.
- 3.5. The cOV is required to carry out the delivery of Official Controls in accordance with EC 854/2004 in red and white meat premises:
- 3.5.1. Decisions on the fitness of animals to be slaughtered for human consumption through verifying the Food Chain Information (FCI) and animal identification that is received.

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- 3.5.2. Ante Mortem Inspection (AMI) and making decisions based on the fitness of the live animals presented for slaughter. In particular to determine if there is any sign that welfare has been compromised or if there is any condition which might adversely affect human or animal health
- 3.5.3. For emergency slaughter outside the slaughterhouse, or hunted wild game, the cOV at the slaughterhouse or the approved game handling establishment is to examine the declaration accompanying the carcass.
- 3.5.4. Inspection and verification of Food Business Operator (FBO) animal welfare controls in line with the legislative requirements per species, at the slaughterhouse and during transport, and making appropriate decisions based on the fitness of the live animals/birds presented for slaughter. Where non-compliance of FBO animal welfare controls is identified, timely and proportionate enforcement action must be taken to prevent or minimise the amount of pain, suffering or distress experienced by the animal/bird.
- 3.5.5. Assessment of Post Mortem Inspection (PMI) standards and processes, detention of meat and making decisions on the fitness of the meat for human consumption where required. Undertake PMI duties where required
- 3.5.6. Assessment of the removal, separation and where appropriate, marking of Specified Risk Material (SRM) and other Animal By Products (ABP). The cOV is to ensure that the FBO takes all necessary measures to avoid contaminating meat with SRM during slaughter (including stunning) and removal of SRM
- 3.5.7. The cOV is to ensure that sampling takes place and that samples are appropriately identified and handled and appropriate action taken on any results outside required standards for:
- Monitoring and control of zoonoses and zoonotic agents
  - Specific laboratory testing for diagnosis of Transmissible Spongiform Encephalopathies (TSE).
  - Detection of unauthorised substances or products
  - Detection of animal diseases
- 3.5.8. Management and Control of Health Marking and Identification Marking at premises level. The cOV is to ensure that the health mark is only applied to animals that have undergone ante-mortem and post-mortem inspection and where there are no grounds for declaring the meat unfit for human consumption.
- 3.5.9. Auditing tasks – Collecting evidence on compliance of the systems during regular attendance to be used by FSA during audits including but not limited to:

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- Slaughter hygiene processes
- Animal welfare controls
- Design, cleaning and maintenance of premises and equipment,
- Training
- Pest control
- Water quality
- Temperature control
- Controls on food entering and leaving the premises including documentation

3.5.10. Knowledge of how to identify potential food fraud opportunities relevant to the meat industry and how to escalate and report suspicious activities.

3.5.11. Managing and documenting a detailed and timely premises enforcement record. Gathering, securing and storing evidence to demonstrate contraventions of all relevant legislation. This should support the escalation of enforcement, the service of formal enforcement notices and the referral of a contravention for formal investigation by the FSA or to another enforcement agency with jurisdiction. The quality of evidence gathered, should be capable of proving all elements of the specific offence (where it exists), to satisfy the evidential burden required by in the Code of Crown Prosecutors test for a criminal offence. The cOV must have the ability to provide a reliable witness statement and testimonial in court.

3.5.12. Evidence must also be gathered to reflect the level of compliance, to support official audits, the approval process and the review of an approval (*Appendix E*)

3.5.13. The cOV is required to ensure that enforcement is accurate and proportionate with an emphasis on education and collaboration to improve standards. Where initial enforcement does not result in compliance other courses of action should be considered including stopping the process, withdrawing the health mark, service of formal notices, suspension or revocation of Certificates of Competence (CoC) and withdrawal or suspension of approval.

3.5.14. The cOV must have sound knowledge of the legal requirements in relation to traceability for food. The cOV is required to inspect and verify the FBO systems for ensuring traceability of animals and products, entering and leaving the premises intended to be incorporated into food.

3.5.15. Timely verification of good hygiene practices and Hazard Analysis and Critical Control Points (HACCP) based procedures.

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- 3.5.16. The FCI, ante-mortem and post-mortem information must be entered into the FSA AMI/PMI database in a timely manner to facilitate the collation and communication of inspection results to the FBO and the producer.
- 3.5.17. Application of timely and appropriate enforcement for the severity of the breach of the legislation. The cOV is responsible for taking enforcement action, however where formal notices or recommendations for investigation are being considered, the cOV is to consult the Field Veterinary Co-ordinator (FVC) before taking action.
- 3.6. Inspection and Examination of animals and carcasses destined for export to third countries and verification of compliance with the export health certificate requirements.
- 3.7. Staff provided to work as cOVs should also have sound knowledge of the following additional areas where appropriate:
- 3.7.1. The cOV may be required to liaise with Other Government Departments (OGD) when undertaking work on their behalf under a Service Level Agreement (SLA). Details of the services required by OGD are detailed in the MOC
- 3.7.2. Supervision of removal of vertebral column in Over Thirty Month (OTM) cattle in cutting plants
- 3.7.3. Knowledge and practical experience of the processing associated risks and official controls associated to wild game production.
- 3.7.4. The cOV is required to undertake unannounced inspections to establishments producing and/or handling Ready To Eat (RTE) products to verify the FBO is achieving adequate separation of RTE and non RTE products. Where applicable the cOV will also provide assurance of the effectiveness of the FBO controls on critical limits for pasteurisation and cooling for other products of animal origin (OPOAO).
- 3.8. Where the FSA has concerns about the effectiveness of the cOV in relation to verifying or challenging FBO controls including animal welfare and action taken when the legislation is breached, the supplier will be expected to take action to address the personal performance of the cOV, which may include rotating the cOV and replacing them with a more suitable cOV with the agreement of the FSA, or removal of the cOV altogether from delivering these services until the supplier can demonstrate to the FSA that the person has the required capability.
- 3.9. Rotation of staff to share good practice may be requested by the FSA and will be in agreement with the supplier.

**3.10. Contract Official Auxiliaries Requirements**

- 3.11. Staff supplied as cOAs under this contract must be appointed as an Official Auxiliary in accordance with EC 854/2004 Annex 1, Section 3, Chapter 4, Part B, para 1. It is the supplier's responsibility to ensure all staff are suitably qualified to deliver services under this contract.
- 3.12. Staff supplied as cOAs under this contract must meet the person specification (*Appendix F*) and the Technical Competency Framework (*Appendix G*).
- 3.13. Staff supplied as cOAs must have successfully completed the accredited knife skills training programme supported by a minimum of 2 weeks practical post mortem inspection and knife skills or appropriate skills for the species and speed of the line in the premises before being deployed to deliver chargeable services under this contract, which the FSA may want to verify.
- 3.14. The cOA is required to carry out the delivery of Official Controls in accordance with EC 854/2004 and are expected to deliver services in accordance with the Manual for Official Controls, which is subject to change. They must also have a sound knowledge and experience of the following areas in both Red and White meat premises:
- 3.14.1. Inspection of animal/bird identification and age checks where required
- 3.14.2. Monitoring for diseases in particular zoonoses – viruses, bacteria and parasites. The cOA is also required to monitor for the use of medicines, antibiotics, vaccines and residues, and request the animal/carcass to be tested where required.
- 3.14.3. Inspection and verification of FBO controls for animal welfare during transport, at unloading after transport and at the slaughterhouse. However, the cOA may only undertake an initial check, the OV must make the final assessment.
- 3.14.4. The meat industry organisation, production methods, international trade and slaughter and cutting technology.
- 3.14.5. The legal requirements in relation to traceability for food. The cOA is required to assist in the inspection of the FBO systems for ensuring traceability of animals and products, entering and leaving the premises intended to be incorporated into food.
- 3.14.6. Hygiene and good hygienic practices, and in particular industrial hygiene, slaughter, cutting and storage hygiene.
- 3.14.7. HACCP and HACCP-based procedures including the gathering of evidence to input into the audit of good hygiene practices and HACCP based procedures.

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- 3.14.8. The anatomy, physiology, pathology and pathological anatomy of slaughtered animals and birds including inspection and assessment of slaughtered animals, identification of animal species by examination of typical parts of the animal and birds and identifying and commenting on parts of slaughtered animals and birds in which changes have occurred.
- 3.14.9. Concerning TSE's and other important zoonoses and zoonotic agents including testing requirements and inspection and verification of FBO controls.
- 3.14.10. Methods and procedures for the slaughter, inspection, preparation, wrapping and packaging and transport of fresh meat
- 3.14.11. ABP and SRM management controls in line with regulatory requirements.
- 3.14.12. Microbiological testing of carcasses and products.
- 3.14.13. Ante-mortem inspection, including the results of ante-mortem inspection. However, cOA may only undertake the initial check, the OV must make the final assessment.
- 3.14.14. Examination of meat for trichinosis and the testing process
- 3.14.15. Post mortem inspection and where required detention of meat.
- 3.14.16. The cOA must alert the OV where decisions on the fitness of the meat for human consumption are required.
- 3.14.17. Undertaking administrative tasks such as form completion, data inputting and computer literacy in a timely manner and with a high degree of accuracy.
- 3.14.18. The relevant laws, regulations and administrative provisions related to the hygienic production of meat and animal welfare controls.
- 3.14.19. The cOA may be required to liaise with OGD when undertaking work on their behalf under a Service Level Agreement (SLA). Details of the services required by OGD are detailed in the FSA Manual for Official Controls (MOC).
- 3.14.20. Potential food fraud opportunities relevant to the meat industry and how to escalate and report suspicious activity.

- 3.14.21. Gathering, securing and storing evidence to demonstrate contraventions of all relevant legislation. This should support the escalation of enforcement, the service of formal enforcement notices and the referral of a contravention for formal investigation by the FSA or to another enforcement agency with jurisdiction. The quality of evidence gathered, should be capable of proving all elements of the specific offence (where it exists), to satisfy the evidential burden required by in the Code of Crown Prosecutors test for a criminal offence. The cOA must have the ability to provide a reliable witness statement and testimonial in court.
- 3.14.22. Evidence must also be gathered to reflect the level of compliance to support official audits, the approval process and the review of an approval (*Appendix E*)
- 3.15. **Probationary OV (pOV) and trainee OA (tOA)**
- 3.15.1. **Probationary OV:** individuals which have completed the theoretical part of the cOV training but have not yet successfully completed a minimum of two hundred (200) hours practical training, and successfully complete the Authority assessment. Individuals working in this capacity should only work under supervision and need to successfully pass the assessment within twelve (12) months of passing the OV course before they are allowed to work independently.
- 3.15.2. **pOV supervision:** should be carried out by a person with full cOV status and a minimum of six (6) months of experience.
- 3.15.3. **Assessment Process:** This is as per the instructions in the MOC Chapter 10 Operational Training.
- 3.15.4. **Trainee OAs:** individuals which are in the process of acquiring the necessary skills to achieve a Meat Inspection qualification from an Awarding Body, or membership of the Royal College of Veterinary Surgeons who are in the process of acquiring competent delivery of Meat Inspection skills.
- 3.15.5. **tOA supervision:** should be carried out by a fully authorised existing cOV or an existing Authorised Officer with a minimum experience of six months.
- 3.15.6. **Assessment Process** – This is as per the instructions in the FSA MOC Chapter 10 Operational Training.
- 3.16. FSA reserves the right to assess the capability and competency of cOV and cOA in line with the standards set out in the person specification and the FSA MOC.

3.17. Any changes made by the supplier which impact on the delivery of the services under this contract must be agreed by FSA prior to implementation. Failure to do so will be considered as a service failure under this contract and the service credit regime will be invoked.

**3.18. Authorisation Process**

3.18.1. cOV and cOA must be authorised by FSA to undertake the delivery of official controls in FSA approved meat establishments.

3.18.2. Where work is undertaken on behalf of OGD, cOV and cOA will also need to be additionally authorised by those government departments. Both of these processes are summarised in *Appendix H*.

3.18.3. cOV and cOA cannot work under this contract without authorisation. The authorisation process takes between 7 and 10 working days.

3.18.4. Suppliers are required to have effective resource planning to ensure all authorisations are in place before staff are deployed to deliver the services under this contract.

**3.19. FSA Field Operations Structure**

3.19.1. The Field Operations structure is split into 3 regions (*Appendix I and J*):

- North of England
- East of England
- Wales and the West of England

3.19.2. Each region is managed by a Head of Operational Delivery (HOD) who is accountable to the Head of Field Operations (England and Wales) for all aspects of the operational and financial performance of the services delivered under this contract.

3.19.3. Each region has an Operations Manager (OM) who is accountable to the HOD and who is responsible for managing the delivery of official controls and overall contract management in the region.

3.19.4. Each region has Field Veterinary Leaders (FVLs) who are accountable to the HOD and provide technical advice and input into the management of the technical performance of the supplier for the area in accordance with the Performance Management Framework.

3.19.5. Each area within a region is managed by an Area Manager, who is accountable to the Operations Manager and who is responsible for the management of the administrative and operational performance of the contractor for the area in accordance with the Performance Management Framework.

3.19.6. Each region also has Field Veterinary Co-ordinators (FVCs) who are accountable to the FVLs and manage the technical performance of the contractor for their region in accordance with the performance management framework. The FVCs will carry out on site visits to assess standards and operations in meat establishments and will provide input, guidance and advice into enforcement decisions made by OV's.

3.19.7. Each cluster within each area is management by an Inspection Team Leader who provides cluster level administrative and leadership and are accountable to the AM.

3.20. The complexity criteria for a premises is based on one or more of the following factors:

- Two shift systems
- Seasonal premises
- Multi species premises
- Multiple slaughter methods – stun and non-stun slaughter
- Night working premises
- Approved Game Handling Establishments
- Third Country Export premises – approved or preparing for approval

**3.21. Duration of the Contract**

The contract term is 2 years, with a possible extension of up to a maximum of 1 year.

**3.22. Pricing**

Prices are to be fixed hourly rates for cOV and cOA for the duration of the contract term and subsequent extension and no inflationary increases will be considered during this contract period.

**3.23. Attendance Requirements**

3.23.1. The FSA will require cOV/cOA to attend approved meat establishments requiring veterinary and technical control to undertake specific duties on behalf of the FSA. The attendance level will be up to the level defined in the Statement of Resource (SoR) between the FSA and the FBO

3.23.2. The majority of cOAs are required on an established basis and FSA will seek to provide the maximum notice aiming for a minimum of seven (7) working days. However there are often requirements that arise at short notice beyond the control of the FSA. Therefore the FSA will provide two (2) clear working days' notice in these circumstances using the form at *Appendix K*. Any more urgent provision will be by local arrangement

3.23.3. The FSA will reimburse the supplier for the full amount of the requirement set out in the above request form except where this is cancelled or reduced by the FSA giving two (2) clear working days' notice in writing to the supplier using the form at *Appendix L*. Where notice of less than two clear working days is given the FSA will reimburse the supplier for the time initially requested, to a maximum of two (2) working days.

**3.24. Provision of Equipment**

- 3.24.1. The FSA will provide a helmet with the FSA logo on it and the supplier will be responsible for the provision of all other equipment required to deliver the services under this contract. This includes:
- (a) Personal protective equipment
  - (b) Laundry and/or disposable garments
  - (c) Digital light meters and digital thermometers suitable for the environment
  - (d) IT equipment including digital camera

3.24.2. Further details of the minimum requirements for this equipment can be found at *Appendix M*.

**3.25. Performance Management Framework and Service Credit Regime**

3.25.1. The FSA has developed a Performance Management Framework (*Appendix N*) that has been designed around the FSA's key objectives, which also details the outcomes, key performance indicators (KPIs) expected from this service and service credit regime that will be applied where there is non-compliance or service failure. The performance of the supplier throughout the life of the contract will be based on this Framework.

3.25.2. The FSA and the supplier will make all reasonable efforts to agree on the quantum of any claim arising from a failure by the supplier to meet the requirements. If this is not possible the FSA will determine the value. Payments to be made to FBOs (submitted using the proforma at *Appendix O*) arising from such non-compliances or failures will be paid by the FSA and the amount will be recovered from the supplier by the FSA from the next available payment to the supplier.

3.25.3. A service credit of 0.25% of the value of the monthly invoice of the supplier for the Lot in which the non-compliance has occurred, will be applied where repeated instances of non-compliances in a rolling 3 month period has occurred. A service credit of 0.5% of the value of the monthly invoice of the supplier for the Lot in which the non-compliance has occurred, will be applied for every instance of a Service Failure. Service credits will be limited to 1/12<sup>th</sup> of 5% of the lot value for the quarter.

3.25.4. Where, in any month, a Service Failure occurs due to an accumulation of non-compliances, the service credit amount in respect of that Service Failure will be calculated by reference only to the aggregate of the service credits applicable to each non-compliance which caused that Service Failure to occur. However the occurrence of any Service Failure, regardless of its basis, will be taken into account by the

Authority in determining whether the Supplier is performing its duties under this Contract to the Authority's reasonable satisfaction.

**3.26. Governance Arrangements**

3.26.1. Supplier performance will be formally monitored on a monthly basis at a local level. Any performance issues which cannot be agreed at the monthly meeting will be escalated up to the quarterly meeting for resolution or to the HOD, if the matter cannot wait until the quarterly meeting. An annual review meeting will be held to review the contract from a strategic perspective. See Schedule 3 Review Meetings

3.26.2. All meetings are to be face to face. The table below details the levels of meetings and suggested discussion items.

**3.27. Innovation and Efficiency**

The Supplier is required to provide full cooperation and support for future innovations and pilots of alternative delivery models the Authority wish to trial. The Authority reserves the right to bring in additional expertise where necessary. The Supplier is required to identify and implement ways to improve effectiveness and efficiency within its own organisation as part of demonstrating the supplier's commitment to continuously improve services.

**3.28. Miscellaneous**

3.28.1. Legislative Requirements, Acts and Policies referred to in the Invitation To Tender can be found in *Appendix P*

3.28.2. A table of abbreviations used in the specification can be found in *Appendix Q*

**4. CONTINUOUS IMPROVEMENT**

4.1. In conjunction with the Authority representative, the Supplier shall develop, maintain and improve performance and service with a view to enhancing the overall delivery of service. This may include review sessions (formal and informal).

**SCHEDULE 3 REVIEW MEETINGS**

**3. REVIEW MEETINGS**

The parties shall attend and fully participate in the undernoted meetings. Where governance meetings have been detailed in the Specification Document these take precedence over the suggested meetings below. All meetings are to be face to face.

These shall take place at the Authority's premises at Foss House, York, unless otherwise agreed.

<b>Meeting</b>	<b>Attendees</b>	<b>Discussion Items</b>
<p>Monthly Review Meeting</p>	<ul style="list-style-type: none"> <li>• FSA Area Manager</li> <li>• FSA Operations Manager</li> <li>• FSA FVC and or FVL</li> <li>• Supplier representatives</li> </ul>	<ul style="list-style-type: none"> <li>• Local premises related issues</li> <li>• Lot Area performance discussion</li> <li>• KPIs</li> <li>• Forward Planning</li> </ul>
<p>Local Quarterly Contract Review Meeting</p>	<ul style="list-style-type: none"> <li>• HOD(s) (Chair)</li> <li>• OMs</li> <li>• AMs</li> <li>• FVC</li> <li>• FVL</li> <li>• Supplier representatives</li> </ul>	<ul style="list-style-type: none"> <li>• Review of trends across specific areas and regions</li> <li>• Agreement of scoring across Lot.</li> <li>• Review consistency of delivery of service</li> <li>• Pilots/Trials</li> <li>• Evaluation of efficiencies delivered by the supplier</li> <li>• Discuss premises of concern</li> <li>• Discuss staff issues with FBOs</li> <li>• Discuss third country approvals and changes in status of premises preparing or exporting.</li> <li>• Discuss impact changes to and from Plant Inspection Assistants (PIAs)</li> <li>• KPIs</li> </ul>
<p>High Level Quarterly Contract Review Meeting</p>	<ul style="list-style-type: none"> <li>• Head of Operations Assurance (chair)</li> <li>• Head of Field Operations</li> <li>• Operations Head Veterinarian</li> <li>• HOD(s)</li> <li>• Procurement</li> <li>• Finance</li> <li>• Supplier representatives</li> </ul>	<ul style="list-style-type: none"> <li>• Review of trends across specific areas and regions</li> <li>• Review consistency of delivery of service</li> <li>• FSA Innovations supported or suggested innovations from the supplier.</li> <li>• Dun and Bradstreet monitoring reports (if applicable)</li> <li>• Evaluation of efficiencies delivered by the supplier</li> </ul>

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		<ul style="list-style-type: none"> <li>• Discuss premises of concern</li> <li>• Discuss staff issues with FBOs</li> <li>• Discuss third country approvals and changes in status of premises preparing or exporting.</li> <li>• Discuss impact changes to and from Plant Inspection Assistants (PIAs)</li> <li>• KPIs including cumulative effect of non-compliances</li> <li>• Workforce turnover and redeployment of staff</li> <li>• Audit ratings trends</li> </ul>
<p>Annual Contract Review Meeting</p>	<ul style="list-style-type: none"> <li>• Head of Operations Assurance (chair)</li> <li>• Chief Operating Officer</li> <li>• Director of Finance and Performance</li> <li>• Head of Field Operations</li> <li>• Operations Head Veterinarian</li> <li>• Procurement</li> <li>• Supplier Representatives</li> </ul>	<ul style="list-style-type: none"> <li>• Performance of the Supplier over the year including KPI's</li> <li>• Financial review and efficiencies – Dun and Bradstreet monitoring reports (if applicable)</li> <li>• Review the state of the relationship             <ul style="list-style-type: none"> <li>○ Is it still driving strategic benefits</li> <li>○ What have been the major successes and/or issues</li> <li>○ Where can the relationship improve to align to the FSA strategy and apply consistency</li> </ul> </li> <li>• Improvements to the service delivered</li> <li>• Innovations supported</li> <li>• Future Direction – changes or variations to the requirements</li> </ul>

**SCHEDULE 4 CHARGING**

- 1.1. This Schedule 4 sets out the Charges that apply to this Contract and any attendant Purchase Orders and self-billing invoices.
- 1.2. Other than as provided in this Schedule, or agreed in writing in a relevant Purchase Order no additional Charges shall be payable by the Authority to the Supplier in respect of the Services , including administrative and overhead costs.
- 1.3. The hourly rates the Authority will pay the Supplier are as per the successful tender bid and the rates include the multi-lot discount stipulated. The rates are;



- 1.4. Premium rates are not payable in any circumstances which includes bank holidays and overtime, only the standard rates detailed above will be paid.

## SCHEDULE 5 INVOICING PROCEDURES, NO PO/NO PAY & SELF BILLING

### 1. INVOICES SHALL SPECIFY:

1. Trading Name of Supplier
2. Supplier Address
3. Supplier Tel Number/ E mail
4. Unique Purchase Order Number – To be advised
5. Invoice Number
6. Detailed description of the Services provided
7. Detailed description of any expenses and the amounts of such
8. Location, date or time period of delivery of the Services
9. Supplier's VAT number
10. Amount due exclusive of VAT, other duty or early settlement discount, with the calculation for the charges clearly shown in terms of days and confirmed hourly rate
11. VAT rate
12. Amount due inclusive of VAT and any other duty or early settlement discount
13. Details of the Supplier's BACS details or other method of payment
14. Date of the invoice.

### 2. INVOICE SUBMISSION

Invoicing the Authority:

Please submit invoices to [Accounts-Payable.fsa@sscl.gse.gov.uk](mailto:Accounts-Payable.fsa@sscl.gse.gov.uk) for work with the FSA. Include the Purchase Order number in the email title and within the invoice to allow Invoice/Purchase Order matching.

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

### 3. INVOICE PAYMENT

- 3.1 The Authority shall pay all valid invoices submitted in accordance with the provisions of this Schedule 5 in accordance with the provisions of Clause 5 (charges for ordered services).
- 3.2 In the event of a disputed invoice, the Authority shall make payment in respect of any undisputed amount in accordance with the provisions of Clause 5 and return the invoice to the Supplier within ten (10) Working Days of receipt with a covering statement proposing amendments to the invoice and/or the reason for any non-payment. The Supplier shall respond within ten (10) Working Days of receipt of the returned invoice stating whether or not the Supplier accepts the Authority proposed amendments. If it does then the Supplier shall supply with the response a replacement valid invoice. If it does not then the matter shall be dealt with in accordance with the provisions of Clause 16 (dispute resolution).

**4. VALIDITY OF PURCHASE ORDER**

To prevent unauthorised individuals requesting goods and services only FSA branded Purchase Orders from these email addresses should be accepted as genuine: [SSDprocurementagencies@defra.gsi.gov.uk](mailto:SSDprocurementagencies@defra.gsi.gov.uk);  
[fsa.procurement@foodstandards.gsi.gov.uk](mailto:fsa.procurement@foodstandards.gsi.gov.uk).

The Authority will not pay invoices that do not originate from Purchase Orders from these email addresses.

Any other requests from the Authority for goods or services should be referred to the Authority's Representative.

**5. SELF BILLING PROCEDURE**

- 5.1 Charges will be paid in accordance with the terms of the Self-billing Agreement prescribed in Schedule 12.
- 5.2 Payments to the Supplier will be based on hours worked recorded on the Authority's time recording system. Timesheets shall be entered weekly by the Staff for activities carried out under this Contract. Timesheets will be checked for accuracy by the Authority's operational managers.
- 5.3 Timesheets shall be submitted weekly with a final deadline of three days after the period end. Period end is the last Sunday of the month. Timesheets submitted by the deadline, subject to checking and being accurate, will be paid by the 26th day after the period end. The Authority shall send the Supplier the accounting period timetable prior to the start of each financial year.
- 5.4 The Authority will produce the self-billed invoices on behalf of the Supplier.
- 5.5 The invoice detailing payment will be issued to the Supplier two days before payment is made (this will always be a Wednesday with payment being made on a Friday).

## SCHEDULE 6 DISPUTE RESOLUTION PROCEDURE

### 1. INTRODUCTION

Nothing in this Schedule shall prevent the Authority or the Supplier from seeking from any court of the competent jurisdiction an interim order restraining the other Party from doing any act or compelling the other to do any act.

### 2. MEDIATION

2.1. The Parties shall attempt a mediated resolution of their dispute as follows:

2.1.1. a neutral adviser or mediator ('the Mediator') shall be chosen by agreement between the Authority and the Supplier or, if they are unable to agree upon the identity of the Mediator within ten (10) Working Days of the engagement of this Schedule in respect of that dispute either Party may apply to the Centre for Effective Dispute Resolution ('CEDR') for CEDR to appoint a Mediator;

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

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

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

2.4. Failing agreement, either the Authority or Supplier may invite the Mediator to provide a non-binding but informative opinion in writing.

2.5. The Authority and the Supplier shall each bear their own costs in relation to any reference made to the Mediator and the fees and all other costs of the Mediator shall be borne jointly in equal proportions by both parties unless otherwise directed by the Mediator.

2.6. Work and activity to be carried out under this Contract shall not cease or be delayed during the mediation process.

2.7. In the event that the Authority and the Supplier fail to reach agreement in the structured negotiations within forty (40) Working Days of the Mediator being appointed, or such longer period as may be agreed, then any dispute or difference between them may be referred to the courts.

## SCHEDULE 7 CONFIDENTIALITY UNDERTAKING

This Schedule 7 contains the model confidentiality undertaking to be signed by Supplier.

### CONFIDENTIALITY UNDERTAKING

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

I UNDERSTAND THAT INFORMATION IN THE POSSESSION OF THE AUTHORITY AND WHICH BECOMES KNOWN TO ME OR COMES INTO MY POSSESSION MUST BE TREATED AS CONFIDENTIAL.

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

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

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

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

I HAVE ALSO BEEN INFORMED THAT I WILL BE BOUND BY THE PROVISIONS OF THE OFFICIAL SECRETS ACTS OF 1911 AND 1989. I AM AWARE THAT UNDER THOSE PROVISIONS IT IS A CRIMINAL OFFENCE FOR ANY PERSON EMPLOYED BY A GOVERNMENT CONTRACTOR TO DISCLOSE ANY DOCUMENT OR INFORMATION IN THE CIRCUMSTANCES SET OUT IN THOSE ACTS. I AM AWARE THAT SERIOUS CONSEQUENCES MAY FOLLOW FROM ANY BREACH OF THOSE ACTS.



POSITION *MANAGING DIRECTOR*

DATE OF SIGNATURE:

*9/13/17*

**SCHEDULE 8 STAFF TRANSFER – “TUPE”****1 DEFINITIONS**

In this Schedule, the following definitions, in addition to those set out at Schedule 1, apply:

<b>Employment Regulations</b>	the Transfer of Undertakings (Protection of Employment) Regulations 2006;
<b>Former Supplier</b>	<p>a supplier supplying services to the Authority before the Relevant Transfer Date that are the same as or substantially similar to the Services (or any part of the Services) and shall include any sub-contractor of such supplier (or any sub-contractor of any such sub- contractor) a supplier supplying services to the Authority before</p> <p>the Relevant Transfer Date that are the same as or substantially similar to the Services (or any part of the Services) and shall include any sub-contractor of such supplier (or any sub-contractor of any such sub- contractor)</p>
<b>Notified Sub- contractor</b>	a Sub-contractor identified in the Annex to this Schedule to whom Transferring Former Supplier Employees will transfer on a Relevant Transfer Date;
<b>Replacement Sub-contractor</b>	a sub-contractor of the Replacement Supplier to whom Transferring Supplier Employees will transfer on a Service Transfer Date (or any sub-contractor of any such sub-contractor);
<b>Relevant Transfer</b>	a transfer of employment to which the Employment Regulations applies;
<b>Service Transfer</b>	any transfer of the Services (or any part of the Services), for whatever reason, from the Supplier or any Sub-contractor to a Replacement Supplier or a Replacement Sub-contractor;
<b>Service Transfer Date</b>	the date of a Service Transfer;

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<p><b>Staffing Information</b></p>	<p>in relation to all persons identified on the Supplier's Provisional Supplier Personnel List or Supplier's Final Supplier Personnel List, as the case may be, such information as the Authority may reasonably request , but including in an anonymised format:</p> <ul style="list-style-type: none"> <li>(a) their ages; dates of commencement of employment or engagement and gender;</li> <li>(b) details of whether they are employed, self employed contractors or consultants, agency workers or otherwise;</li> <li>(c) the identity of the employer or relevant contracting Party;</li> <li>(d) their relevant contractual notice periods and any other terms relating to termination of employment, including redundancy procedures, and redundancy payments;</li> <li>(e) their wages, salaries and profit sharing arrangements as applicable;</li> <li>(f) details of other employment-related benefits, including (without limitation) medical insurance, life assurance, pension or other retirement benefit schemes, share option schemes and company car schedules applicable to them;</li> <li>(g) any outstanding or potential contractual, statutory or other liabilities in respect of such individuals (including in respect of personal injury claims);</li> <li>(h) details of any such individuals on long term sickness absence, parental leave, maternity leave or other authorised long term absence;</li> <li>(i) copies of all relevant documents and materials relating to such information, including copies of relevant contracts of employment (or relevant standard contracts if applied generally in respect of such employees); and</li> <li>(j) any other "employee liability information" as such term is defined in regulation 11 of the Employment Regulations;</li> </ul>
<p><b>Supplier's Final Supplier Personnel List</b></p>	<p>a list provided by the Supplier of all Supplier Personnel who will transfer under the Employment Regulations on the Relevant Transfer Date;</p>
<p><b>Supplier's Provisional Supplier Personnel List</b></p>	<p>a list prepared and updated by the Supplier of all Supplier Personnel who are engaged in or wholly or mainly assigned to the provision of the Services or any relevant part of the Services which it is envisaged as at the date of such list will no longer be provided by the Supplier;</p>

<b>Transferring Former Supplier Employees</b>	in relation to a Former Supplier, those employees of the Former Supplier to whom the Employment Regulations will apply on the Relevant Transfer Date; and
<b>Transferring Supplier Employees</b>	those employees of the Supplier and/or the Supplier's Sub-contractors to whom the Employment Regulations will apply on the Service Transfer Date.

## 2 INTERPRETATION

Where a provision in this Schedule imposes an obligation on the Supplier to provide an indemnity, undertaking or warranty, the Supplier shall procure that each of its Sub- contractors shall comply with such obligation and provide such indemnity, undertaking or warranty to the Authority, Former Supplier, Replacement Supplier or Replacement Sub-contractor, as the case may be.

### PART A: TRANSFERRING FORMER SUPPLIER EMPLOYEES AT COMMENCEMENT OF SERVICES

#### 1. RELEVANT TRANSFERS

- 1.1. The Authority and the Supplier agree that:
- 1.1.1. the commencement of the provision of the Services or of any relevant part of the Services will be a Relevant Transfer in relation to the Transferring Former Supplier Employees; and
  - 1.1.2. as a result of the operation of the Employment Regulations, the contracts of employment between each Former Supplier and the Transferring Former Supplier Employees (except in relation to any terms disapplied through the operation of regulation 10(2) of the Employment Regulations) shall have effect on and from the Relevant Transfer Date as if originally made between the Supplier and/or Notified Sub-contractor and each such Transferring Former Supplier Employee.

#### 2. FORMER SUPPLIER INDEMNITIES

- 2.1 Subject to Paragraph 2.2, the Authority shall procure that each Former Supplier shall indemnify the Supplier and any Notified Sub-contractor against any Employee Liabilities in respect of any Transferring Former Supplier Employee (or, where applicable any employee representative as defined in the Employment Regulations) arising from or as a result of:
- 2.1.1 any act or omission by the Former Supplier arising before the Relevant Transfer Date;
  - 2.1.2 the breach or non-observance by the Former Supplier arising before the Relevant Transfer Date of:

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- a) any collective agreement applicable to the Transferring Former Supplier Employees; and/or
  - b) any custom or practice in respect of any Transferring Former Supplier Employees which the Former Supplier is contractually bound to honour;
- 2.1.3 any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:
- a) in relation to any Transferring Former Supplier Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising before the Relevant Transfer Date; and
  - b) in relation to any employee who is not a Transferring Former Supplier Employee and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Former Supplier to the Supplier and/or any Notified Sub-contractor as appropriate, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations in respect of the period to (but excluding) the Relevant Transfer Date;
- 2.1.4 a failure of the Former Supplier to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Former Supplier Employees in respect of the period to (but excluding) the Relevant Transfer Date;
- 2.1.5 any claim made by or in respect of any person employed or formerly employed by the Former Supplier other than a Transferring Former Supplier Employee for whom it is alleged the Supplier and/or any Notified Sub-contractor as appropriate may be liable by virtue of this Agreement and/or the Employment Regulations and/or the Acquired Rights Directive; and
- 2.1.6 any claim made by or in respect of a Transferring Former Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Former Supplier Employee relating to any act or omission of the Former Supplier in relation to its obligations under regulation 13 of the Employment Regulations, except to the extent that the liability arises from the failure by the Supplier or any Sub-contractor to comply with regulation 13(4) of the Employment Regulations.

- 2.2 The indemnities in Paragraph 2.1 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Supplier or any Sub- contractor whether occurring or having its origin before, on or after the Relevant Transfer Date including, without limitation, any Employee Liabilities:
- 2.2.1 arising out of the resignation of any Transferring Former Supplier Employee before the Relevant Transfer Date on account of substantial detrimental changes to his/her working conditions proposed by the Supplier or any Sub- contractor to occur in the period from (and including) the Relevant Transfer Date; or
  - 2.2.2 arising from the failure by the Supplier and/or any Sub- contractor to comply with its obligations under the Employment Regulations.
- 2.3 If any person who is not identified by the Authority as a Transferring Former Supplier Employee claims, or it is determined in relation to any person who is not identified by the Authority as a Transferring Former Supplier Employee, that his/her contract of employment has been transferred from a Former Supplier to the Supplier and/or any Notified Sub- contractor pursuant to the Employment Regulations or the Acquired Rights Directive then:
- 2.3.1 the Supplier shall, or shall procure that the Notified Sub- contractor shall, within 5 Working Days of becoming aware of that fact, give notice to the Authority and, where required by the Authority, to the Former Supplier; and
  - 2.3.2 the Former Supplier may offer (or may procure that a third party may offer) employment to such person within 15 Working Days of the notification by the Supplier and/or the Notified Sub- contractor or take such other reasonable steps as the Former Supplier considers appropriate to deal with the matter provided always that such steps are in compliance with applicable Law.
- 2.4 If an offer referred to in Paragraph 2.3(b) is accepted, or if the situation has otherwise been resolved by the Former Supplier and/or the Authority, the Supplier shall, or shall procure that the Notified Sub- contractor shall, immediately release the person from his/her employment or alleged employment.
- 2.5 If by the end of the 15 Working Day period specified in Paragraph 2.3(b) no such offer of employment has been made; such offer has been made but not accepted; or the situation has not otherwise been resolved, the Supplier and/or any Notified Sub- contractor may within 5 Working Days give notice to terminate the employment or alleged employment of such person.

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2.6 Subject to the Supplier and/or any Notified Sub-contractor acting in accordance with the provisions of Paragraphs 2.3 to 2.5 and in accordance with all applicable proper employment procedures set out in Law, the Authority shall procure that the Former Supplier indemnifies the Supplier and/or any Notified Sub-contractor (as appropriate) against all Employee Liabilities arising out of the termination pursuant to the provisions of Paragraph 2.5 provided that the Supplier takes, or shall procure that the Notified Sub-contractor takes, all reasonable steps to minimise any such Employee Liabilities.

2.7 The indemnity in Paragraph 2.6:

2.7.1 shall not apply to:

a) any claim for:

- i. discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief; or
- ii. equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees,

in any case in relation to any alleged act or omission of the Supplier and/or any Sub-contractor; or

b) any claim that the termination of employment was unfair because the Supplier and/or Notified Sub-contractor neglected to follow a fair dismissal procedure; and

2.7.2 shall apply only where the notification referred to in Paragraph 2.3(a) is made by the Supplier and/or any Notified Sub-contractor (as appropriate) to the Authority and, if applicable, the Former Supplier, within 6 months of the Effective Date.

2.8 If any such person as is described in Paragraph 2.3 is neither re-employed by the Former Supplier nor dismissed by the Supplier and/or any Notified Sub-contractor within the time scales set out in Paragraph 2.5, such person shall be treated as having transferred to the Supplier or Notified Sub-contractor and the Supplier shall, or shall procure that the Notified Sub-Contractor shall, comply with such obligations as may be imposed upon it under the Law.

### 3. SUPPLIER INDEMNITIES AND OBLIGATIONS

3.1 Subject to Paragraph 3.2, the Supplier shall indemnify the Authority and/or the Former Supplier against any Employee Liabilities in respect of any Transferring Former Supplier Employee (or, where applicable any employee

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representative as defined in the Employment Regulations) arising from or as a result of:

- 3.1.1 any act or omission by the Supplier or any Sub-contractor whether occurring before, on or after the Relevant Transfer Date;
- 3.1.2 the breach or non-observance by the Supplier or any Sub-contractor on or after the Relevant Transfer Date of:
  - a) any collective agreement applicable to the Transferring Former Supplier Employee; and/or
  - b) any custom or practice in respect of any Transferring Former Supplier Employees which the Supplier or any Sub-contractor is contractually bound to honour;
- 3.1.3 any claim by any trade union or other body or person representing any Transferring Former Supplier Employees arising from or connected with any failure by the Supplier or a Sub-contractor to comply with any legal obligation to such trade union, body or person arising on or after the Relevant Transfer Date;
- 3.1.4 any proposal by the Supplier or a Sub-contractor prior to the Relevant Transfer Date to make changes to the terms and conditions of employment or working conditions of any Transferring Former Supplier Employees to their material detriment on or after their transfer to the Supplier or a Sub-contractor (as the case may be) on the Relevant Transfer Date, or to change the terms and conditions of employment or working conditions of any person who would have been a Transferring Former Supplier Employee but for their resignation (or decision to treat their employment as terminated under regulation 4(9) of the Employment Regulations) before the Relevant Transfer Date as a result of or for a reason connected to such proposed changes;
- 3.1.5 any statement communicated to or action undertaken by the Supplier or a Sub-contractor to, or in respect of, any Transferring Former Supplier Employee before the Relevant Transfer Date regarding the Relevant Transfer which has not been agreed in advance with the Authority and/or the Former Supplier in writing;
- 3.1.6 any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:
  - a) in relation to any Transferring Former Supplier Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on or after the Relevant Transfer Date; and
  - b) in relation to any employee who is not a Transferring Former Supplier Employee, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Former Supplier to the Supplier or a Sub-contractor, to the extent that the proceeding, claim or demand by the HMRC or other statutory authority relates to financial obligations arising on or after the Relevant Transfer Date;

- 3.1.7 a failure of the Supplier or any Sub-contractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Former Supplier Employees in respect of the period from (and including) the Relevant Transfer Date; and
- 3.1.8 any claim made by or in respect of a Transferring Former Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Former Supplier Employee relating to any act or omission of the Supplier or any Sub-contractor in relation to obligations under regulation 13 of the Employment Regulations, except to the extent that the liability arises from the Former Supplier's failure to comply with its obligations under regulation 13 of the Employment Regulations.

3.2 The indemnities in Paragraph 3.1 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Former Supplier whether occurring or having its origin before, on or after the Relevant Transfer Date including, without limitation, any Employee Liabilities arising from the Former Supplier's failure to comply with its obligations under the Employment Regulations.

3.3 The Supplier shall comply, and shall procure that each Sub-contractor shall comply, with all its obligations under the Employment Regulations (including without limitation its obligation to inform and consult in accordance with regulation 13 of the Employment Regulations) and shall perform and discharge, and shall procure that each Sub-contractor shall perform and discharge, all its obligations in respect of all the Transferring Former Supplier Employees, on and from the Relevant Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions which in any case are attributable in whole or in part to the period from (and including) the Relevant Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between the Supplier and the Former Supplier.

#### **4. INFORMATION**

The Supplier shall, and shall procure that each Sub-contractor shall, promptly provide to the Authority and/or at the Authority's direction, the Former Supplier, in writing such information as is necessary to enable the Authority and/or the Former Supplier to carry out their respective duties under regulation 13 of the Employment Regulations. The Authority shall procure that the Former Supplier shall promptly provide to the Supplier and each Notified Sub-contractor in writing such information as is necessary to enable the Supplier and each Notified Sub-contractor to carry out their respective duties under regulation 13 of the Employment Regulations.

## **5. PRINCIPLES OF GOOD EMPLOYMENT PRACTICE**

5.1 The Supplier shall, and shall procure that each Sub-contractor shall, comply with any requirement notified to it by the Authority relating to pensions in respect of any Transferring Former Supplier Employee as set down in:

5.1.1 the Cabinet Office Statement of Practice on Staff Transfers in the Public Sector of January 2000, revised 2007;

5.1.2 HM Treasury's guidance "Staff Transfers from Central Government: A Fair Deal for Staff Pensions of 1999;

5.1.3 HM Treasury's guidance: "Fair deal for staff pensions: procurement of Bulk Transfer Agreements and Related Issues" of June 2004; and/or

5.1.4 the New Fair Deal.

5.2 Any changes embodied in any statement of practice, paper or other guidance that replaces any of the documentation referred to in Paragraph 5.1 shall be agreed in accordance with the Change Control Procedure.

## **6. PROCUREMENT OBLIGATIONS**

Notwithstanding any other provisions of this Part A, where in this Part A the Authority accepts an obligation to procure that a Former Supplier does or does not do something, such obligation shall be limited so that it extends only to the extent that the Authority's contract with the Former Supplier contains a contractual right in that regard which the Authority may enforce, or otherwise so that it requires only that the Authority must use reasonable endeavours to procure that the Former Supplier does or does not act accordingly.

## **PART B: EMPLOYMENT EXIT PROVISIONS**

### **1. PRE-SERVICE TRANSFER OBLIGATIONS**

1.1. The Supplier agrees that within 20 Working Days of the earliest of:

1.1.1. receipt of a notification from the Authority of a Service Transfer or intended Service Transfer;

1.1.2. receipt of the giving of notice of termination for convenience of this Contract;

1.1.3. the date which is 12 months before the end of the Term; and

1.1.4. receipt of a written request of the Authority at any time (provided that the Authority shall only be entitled to make one such request in any 6 month period),

it shall provide in a suitably anonymised format the Supplier's Provisional Supplier Personnel List, together with the Staffing Information in relation to the Supplier's Provisional Supplier Personnel List and it shall provide an updated Supplier's

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Provisional Supplier Personnel List at such intervals as are reasonably requested by the Authority.

- 1.2. At least 20 Working Days prior to the Service Transfer Date, the Supplier shall provide to the Authority or at the direction of the Authority to any Replacement Supplier and/or any Replacement Sub-contractor:
  - 1.2.1. the Supplier's Final Supplier Personnel List, which shall identify which of the Supplier Personnel are Transferring Supplier Employees; and
  - 1.2.2. the Staffing Information in relation to the Supplier's Final Supplier Personnel List (insofar as such information has not previously been provided).
- 1.3. The Authority shall be permitted to use and disclose information provided by the Supplier under Paragraphs 1.1 and 1.2 for the purpose of informing any prospective Replacement Supplier and/or Replacement Sub-contractor.
- 1.4. The Supplier warrants, for the benefit of the Authority, any Replacement Supplier, and any Replacement Sub-contractor that all information provided pursuant to Paragraphs 1.1 and 1.2 shall be true and accurate in all material respects at the time of providing the information.
- 1.5. From the date of the earliest event referred to in Paragraph 1.1(a), 1.1(b) and 1.1(c), the Supplier agrees, that it shall not, and agrees to procure that each Sub-contractor shall not, assign any person to the provision of the Services who is not listed on the Supplier's Provisional Supplier Personnel List and shall not without the approval of the Authority (not to be unreasonably withheld or delayed):
  - 1.5.1. replace or re-deploy any Supplier Personnel listed on the Supplier Provisional Supplier Personnel List other than where any replacement is of equivalent grade, skills, experience and expertise and is employed on the same terms and conditions of employment as the person he/she replaces;
  - 1.5.2. make, promise, propose or permit any material changes to the terms and conditions of employment of the Supplier Personnel (including any payments connected with the termination of employment);
  - 1.5.3. increase the proportion of working time spent on the Services (or the relevant part of the Services) by any of the Supplier Personnel save for fulfilling assignments and projects previously scheduled and agreed;
  - 1.5.4. introduce any new contractual or customary practice concerning the making of any lump sum payment on the termination of employment of any employees listed on the Supplier's Provisional Supplier Personnel List;
  - 1.5.5. increase or reduce the total number of employees so engaged, or deploy any other person to perform the Services (or the relevant part of the Services); or

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1.5.6. terminate or give notice to terminate the employment or contracts of any persons on the Supplier's Provisional Supplier Personnel List save by due disciplinary process,

and shall promptly notify, and procure that each Sub-contractor shall promptly notify, the Authority or, at the direction of the Authority, any Replacement Supplier and any Replacement Sub-contractor of any notice to terminate employment given by the Supplier or relevant Sub-contractor or received from any persons listed on the Supplier's Provisional Supplier Personnel List regardless of when such notice takes effect.

1.6. During the Term, the Supplier shall provide, and shall procure that each Sub-contractor shall provide, to the Authority any information the Authority may reasonably require relating to the manner in which the Services are organised, which shall include:

1.6.1. the numbers of employees engaged in providing the Services;

1.6.2. the percentage of time spent by each employee engaged in providing the Services; and

1.6.3. a description of the nature of the work undertaken by each employee by location.

1.7. The Supplier shall provide, and shall procure that each Sub-contractor shall provide, all reasonable cooperation and assistance to the Authority, any Replacement Supplier and/or any Replacement Sub-contractor to ensure the smooth transfer of the Transferring Supplier Employees on the Service Transfer Date including providing sufficient information in advance of the Service Transfer Date to ensure that all necessary payroll arrangements can be made to enable the Transferring Supplier Employees to be paid as appropriate. Without prejudice to the generality of the foregoing, within 5 Working Days following the Service Transfer Date, the Supplier shall provide, and shall procure that each Sub-contractor shall provide, to the Authority or, at the direction of the Authority, to any Replacement Supplier and/or any Replacement Sub-contractor (as appropriate), in respect of each person on the Supplier's Final Supplier Personnel List who is a Transferring Supplier Employee:

1.7.1. the most recent month's copy pay slip data;

1.7.2. details of cumulative pay for tax and pension purposes;

1.7.3. details of cumulative tax paid;

1.7.4. tax code;

1.7.5. details of any voluntary deductions from pay; and

1.7.6. bank/building society account details for payroll purposes.

## **2. EMPLOYMENT REGULATIONS EXIT PROVISIONS**

2.1. The Authority and the Supplier acknowledge that subsequent to the commencement of the provision of the Services, the identity of the provider of the Services (or any part of the Services) may change (whether as a result

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of termination of this Contract or otherwise) resulting in the Services being undertaken by a Replacement Supplier and/or a Replacement Sub-contractor. Such change in the identity of the supplier of such services may constitute a Relevant Transfer to which the Employment Regulations and/or the Acquired Rights Directive will apply. The Authority and the Supplier further agree that, as a result of the operation of the Employment Regulations, where a Relevant Transfer occurs, the contracts of employment between the Supplier and the Transferring Supplier Employees (except in relation to any contract terms disapplied through operation of regulation 10(2) of the Employment Regulations) will have effect on and from the Service Transfer Date as if originally made between the Replacement Supplier and/or a Replacement Sub-contractor (as the case may be) and each such Transferring Supplier Employee.

- 2.2. The Supplier shall, and shall procure that each Sub-contractor shall, comply with all its obligations in respect of the Transferring Supplier Employees arising under the Employment Regulations in respect of the period up to (and including) the Service Transfer Date and shall perform and discharge, and procure that each Sub-contractor shall perform and discharge, all its obligations in respect of all the Transferring Supplier Employees arising in respect of the period up to (and including) the Service Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions which in any case are attributable in whole or in part to the period ending on (and including) the Service Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between: (i) the Supplier and/or the Sub-contractor (as appropriate); and (ii) the Replacement Supplier and/or Replacement Sub-contractor.
- 2.3. Subject to Paragraph 2.4, the Supplier shall indemnify the Authority and/or the Replacement Supplier and/or any Replacement Sub-contractor against any Employee Liabilities in respect of any Transferring Supplier Employee (or, where applicable any employee representative as defined in the Employment Regulations) arising from or as a result of:
  - 2.3.1. any act or omission of the Supplier or any Sub-contractor whether occurring before, on or after the Service Transfer Date;
  - 2.3.2. the breach or non-observance by the Supplier or any Sub-contractor occurring on or before the Service Transfer Date of:
    - a) any collective agreement applicable to the Transferring Supplier Employees; and/or
    - b) any other custom or practice with a trade union or staff association in respect of any Transferring Supplier Employees which the Supplier or any Sub-contractor is contractually bound to honour;
  - 2.3.3. any claim by any trade union or other body or person representing any Transferring Supplier Employees arising from or connected with any failure by the Supplier or a Sub-contractor to comply with any

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legal obligation to such trade union, body or person arising on or before the Service Transfer Date;

- 2.3.4. any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:
- a) in relation to any Transferring Supplier Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on and before the Service Transfer Date; and
  - b) in relation to any employee who is not a Transferring Supplier Employee, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Supplier to the Authority and/or Replacement Supplier and/or any Replacement Sub-contractor, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on or before the Service Transfer Date;
- 2.3.5. a failure of the Supplier or any Sub-contractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Supplier Employees in respect of the period up to (and including) the Service Transfer Date);
- 2.3.6. any claim made by or in respect of any person employed or formerly employed by the Supplier or any Sub-contractor other than a Transferring Supplier Employee for whom it is alleged the Authority and/or the Replacement Supplier and/or any Replacement Sub-contractor may be liable by virtue of this Contract and/or the Employment Regulations and/or the Acquired Rights Directive; and
- 2.3.7. any claim made by or in respect of a Transferring Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Supplier Employee relating to any act or omission of the Supplier or any Sub-contractor in relation to its obligations under regulation 13 of the Employment Regulations, except to the extent that the liability arises from the failure by the Authority and/or Replacement Supplier to comply with regulation 13(4) of the Employment Regulations.

2.4. The indemnities in Paragraph 2.3 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Replacement Supplier and/or any Replacement Sub-contractor whether occurring or having its origin before, on or after the Service Transfer Date, including any Employee Liabilities:

- 2.4.1. arising out of the resignation of any Transferring Supplier Employee before the Service Transfer Date on account of substantial detrimental changes to his/her working conditions proposed by the Replacement Supplier and/or any Replacement Sub-contractor to occur in the period on or after the Service Transfer Date); or

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- 2.4.2. arising from the Replacement Supplier's failure, and/or Replacement Sub-contractor's failure, to comply with its obligations under the Employment Regulations.
- 2.5. If any person who is not a Transferring Supplier Employee claims, or it is determined in relation to any person who is not a Transferring Supplier Employee, that his/her contract of employment has been transferred from the Supplier or any Sub-contractor to the Replacement Supplier and/or Replacement Sub-contractor pursuant to the Employment Regulations or the Acquired Rights Directive, then:
- 2.5.1. the Authority shall procure that the Replacement Supplier shall, or any Replacement Sub-contractor shall, within 5 Working Days of becoming aware of that fact, give notice in writing to the Supplier; and
- 2.5.2. the Supplier may offer (or may procure that a Sub-contractor may offer) employment to such person within 15 Working Days of the notification by the Replacement Supplier and/or any and/or Replacement Sub-contractor or take such other reasonable steps as it considers appropriate to deal with the matter provided always that such steps are in compliance with Law.
- 2.6. If such offer is accepted, or if the situation has otherwise been resolved by the Supplier or a Sub-contractor, the Authority shall procure that the Replacement Supplier shall, or procure that the Replacement Sub-contractor shall, immediately release or procure the release of the person from his/her employment or alleged employment.
- 2.7. If, after the 15 Working Day period specified in Paragraph 2.5.2 has elapsed, no such offer of employment has been made; such offer has been made but not accepted; or the situation has not otherwise been resolved, the Authority shall advise the Replacement Supplier and/or Replacement Sub-contractor, as appropriate that it may within 5 Working Days give notice to terminate the employment or alleged employment of such person.
- 2.8. Subject to the Replacement Supplier and/or Replacement Sub-contractor acting in accordance with the provisions of Paragraphs 2.5 to 2.7, and in accordance with all applicable proper employment procedures set out in applicable Law, the Supplier shall indemnify the Replacement Supplier and/or Replacement Sub-contractor against all Employee Liabilities arising out of the termination pursuant to the provisions of Paragraph 2.7 provided that the Replacement Supplier takes, or shall procure that the Replacement Sub-contractor takes, all reasonable steps to minimise any such Employee Liabilities.
- 2.9. The indemnity in Paragraph 2.8:
- 2.9.1. shall not apply to:
- a) any claim for:
- i. discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief; or

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- ii. equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees,

in any case in relation to any alleged act or omission of the Replacement Supplier and/or Replacement Sub-contractor; or

- b) any claim that the termination of employment was unfair because the Replacement Supplier and/or Replacement Sub-contractor neglected to follow a fair dismissal procedure; and

2.9.2. shall apply only where the notification referred to in Paragraph 2.5(a) is made by the Replacement Supplier and/or Replacement Sub-contractor to the Supplier within 6 months of the Service Transfer Date .

2.10. If any such person as is described in Paragraph 2.5 is neither re-employed by the Supplier or any Sub-contractor nor dismissed by the Replacement Supplier and/or Replacement Sub-contractor within the time scales set out in Paragraphs 2.5 to 2.7, such person shall be treated as a Transferring Supplier Employee and the Replacement Supplier and/or Replacement Sub-contractor shall comply with such obligations as may be imposed upon it under applicable Law.

2.11. The Supplier shall comply, and shall procure that each Sub-contractor shall comply, with all its obligations under the Employment Regulations and shall perform and discharge, and shall procure that each Sub-contractor shall perform and discharge, all its obligations in respect of the Transferring Supplier Employees before and on the Service Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions which in any case are attributable in whole or in part in respect of the period up to (and including) the Service Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between:

2.11.1. the Supplier and/or any Sub-contractor; and

2.11.2. the Replacement Supplier and/or the Replacement Sub-contractor.

2.12. The Supplier shall, and shall procure that each Sub-contractor shall, promptly provide to the Authority and any Replacement Supplier and/or Replacement Sub-contractor, in writing such information as is necessary to enable the Authority, the Replacement Supplier and/or Replacement Sub-contractor to carry out their respective duties under regulation 13 of the Employment Regulations. The Authority shall procure that the Replacement Supplier and/or Replacement Sub-contractor, shall promptly provide to the Supplier and each Sub-contractor in writing such information as is necessary to enable the Supplier and each Sub-contractor to carry

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out their respective duties under regulation 13 of the Employment Regulations.

2.13. Subject to Paragraph 2.14, the Authority shall procure that the Replacement Supplier indemnifies the Supplier on its own behalf and on behalf of any Replacement Sub-contractor and its sub-contractors against any Employee Liabilities in respect of each Transferring Supplier Employee (or, where applicable any employee representative (as defined in the Employment Regulations) of any Transferring Supplier Employee) arising from or as a result of:

- 2.13.1. any act or omission of the Replacement Supplier and/or Replacement Sub- contractor;
- 2.13.2. the breach or non-observance by the Replacement Supplier and/or Replacement Sub-contractor on or after the Service Transfer Date of:
  - a) any collective agreement applicable to the Transferring Supplier Employees; and/or
  - b) any custom or practice in respect of any Transferring Supplier Employees which the Replacement Supplier and/or Replacement Sub- contractor is contractually bound to honour;
- 2.13.3. any claim by any trade union or other body or person representing any Transferring Supplier Employees arising from or connected with any failure by the Replacement Supplier and/or Replacement Sub-contractor to comply with any legal obligation to such trade union, body or person arising on or after the Relevant Transfer Date;
- 2.13.4. any proposal by the Replacement Supplier and/or Replacement Sub- contractor to change the terms and conditions of employment or working conditions of any Transferring Supplier Employees on or after their transfer to the Replacement Supplier or Replacement Sub-contractor (as the case may be) on the Relevant Transfer Date, or to change the terms and conditions of employment or working conditions of any person who would have been a Transferring Supplier Employee but for their resignation (or decision to treat their employment as terminated under regulation 4(9) of the Employment Regulations) before the Relevant Transfer Date as a result of or for a reason connected to such proposed changes;
- 2.13.5. any statement communicated to or action undertaken by the Replacement Supplier or Replacement Sub-contractor to, or in respect of, any Transferring Supplier Employee on or before the Relevant Transfer Date regarding the Relevant Transfer which has not been agreed in advance with the Supplier in writing;
- 2.13.6. any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not

limited to, PAYE and primary and secondary national insurance contributions:

- a) in relation to any Transferring Supplier Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising after the Service Transfer Date; and
- b) in relation to any employee who is not a Transferring Supplier Employee, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Supplier or Sub-contractor, to the Replacement Supplier or Replacement Sub-contractor to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising after the Service Transfer Date;

2.13.7. a failure of the Replacement Supplier or Replacement Sub-contractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Supplier Employees in respect of the period from (and including) the Service Transfer Date; and

2.13.8. any claim made by or in respect of a Transferring Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Supplier Employee relating to any act or omission of the Replacement Supplier or Replacement Sub-contractor in relation to obligations under regulation 13 of the Employment Regulations.

2.14. The indemnities in Paragraph 2.13 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Supplier and/or any Sub-contractor (as applicable) whether occurring or having its origin before, on or after the Relevant Transfer Date, including any Employee Liabilities arising from the failure by the Supplier and/or any Sub-contractor (as applicable) to comply with its obligations under the Employment Regulations.

## SCHEDULE 9 VARIATION

### 1 General principles of the Variation Procedure

- 1.1 This Schedule sets out the procedure for Variations to the Contract.
- 1.2 Under this Variation procedure:
- 1.2.1 Either Party may seek to vary the Contract. Each party will use its best endeavours to give the other reasonable notice of any changes.
  - 1.2.2 Variation requests shall be submitted using the format at Appendix A.
  - 1.2.3 Where a Variation is requested, the Supplier will provide an estimate of the financial/resource implications to the Authority, with an estimated timetable for implementation, for the Authority's approval.
  - 1.2.4 The evaluation of any Variation is the responsibility of the Authority's Representative, in consultation with the Supplier. Any Variation to which the Authority agrees will be confirmed in writing by the Authority within seven days of the completion of the evaluation using the Variation Form at Appendix B.
  - 1.2.5 The Authority shall have the right to request amendments to a Variation request, to approve it or to reject it. The Supplier shall be under no obligation to make such amendments to the Variation Request; however the Supplier shall not unreasonably refuse such a request.
- 1.3 Any discussions, negotiations or other communications which may take place between the Authority and the Supplier in connection with any proposed Variation shall be without prejudice to each party's other rights under this Contract.

### 2 Costs

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

### 3 Change Authorisation

The Variation is not effective until the Variation form at Appendix B has been signed by the Parties.

**SCHEDULE 10 EXIT MANAGEMENT**

1. Each Party will appoint an Exit Manager and notify the other Party of the identity of the Exit Manager and his or her contact details within three (3) Months of the date hereof. The Supplier's Exit Manager will be responsible for ensuring that the Supplier, its Staff and any Sub-Contractors comply with this Schedule. The Supplier will ensure that its Exit Manager has the requisite authority to arrange and procure any resources of the Supplier as are necessary to enable the Supplier to comply with the requirements set out in this Schedule. The Parties' Exit Managers will liaise with one another in the relation to all issues relevant to the termination or expiry of this Contract and all matters connected with this Schedule and each Party's compliance with it.
2. The Supplier shall, at least three (3) Months before the expiry or termination of this Contract, deliver to the Authority an Exit Plan which sets out the Supplier's proposed methodology for achieving an orderly transition of Services from the Supplier to the Authority and/or its Replacement Supplier on the expiry or termination of this Contract and which complies with the requirements set out in Clause 1.3 below. Within thirty (30) Working Days after the submission of the Exit Plan, the Parties will use their respective endeavours to agree the contents of the Exit Plan. If the Parties are unable to agree the contents of the Exit Plan then such dispute shall be resolved in accordance with the Dispute Resolution Procedure prescribed at Schedule 6.
3. The Exit Plan will contain, as a minimum:
  - 3.1. The management structure to be employed during both transfer and cessation of the Services; and
  - 3.2. a detailed description, in a manner and form agreed by the Parties, of both the transfer and cessation processes, including timetable and details of how the Supplier will ensure that the Service will be transferred effectively, efficiently and in an orderly manner that will enable the Authority and the Replacement Supplier to continue the activities comprising the Service from the transfer date.
4. The Supplier will review and (if appropriate) update the Exit Plan in the first Month of each Year (commencing with the second Year) to reflect any changes to the Services. Following such update the Supplier will submit the revised Exit Plan to the Authority for review. Within thirty (30) days following the submission of the revised Exit Plan, the Parties shall agree the contents of the revised Exit Plan, based on the principles set out in this Schedule and the changes that have occurred in the Services since the Exit Plan was last agreed. If the Parties are unable to agree the contents of the revised Exit Plan within that thirty (30) day period, such dispute shall be resolved in accordance with the Dispute Resolution Procedure prescribed at Schedule 6.
5. Within thirty (30) days after the service of notice of termination for convenience and no less than 3 Months prior to the expiry of this Contract, the Supplier shall submit for the Authority's approval the Exit Plan in a final form that can be implemented immediately.
6. The Parties will agree the contents of the final Exit Plan. If the Parties are unable to agree the contents of the Exit Plan within thirty (30) days following its delivery

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to the Authority then such dispute shall be resolved in accordance with the Dispute Resolution Procedure prescribed at Schedule 6. Until the agreement of the final Exit Plan, the Supplier shall continue to provide the Services in accordance with the Contract.

**SCHEDULE 11 - BUSINESS CONTINUITY AND DISASTER RECOVERY**

The Supplier will, within ninety (90) days of the date hereof, supply a first draft Business Continuity and Disaster Recovery Plan for approval by the Authority to demonstrate how the Supplier will deliver the Services in the event of serious disruption to any aspect of the operating environment within which the Services are ordinarily provided. If the Parties are unable to agree the contents of the Business Continuity and Disaster Recovery Plan within thirty (30) days following its delivery to the Authority, then such dispute shall be resolved in accordance with the Dispute Resolution Procedure prescribed at Schedule 6.

**SCHEDULE 12 SELF-BILLING AGREEMENT**

This Schedule 12 contains a model Self-Billing agreement to be signed by the Supplier:

Food Standards Agency VAT Number GB 888 8470 46 (Authority)

And

«Address1» VAT Number «VATNo» (Supplier)

The self-biller (the Authority) agrees:

1. To issue Self-Billing invoices for all supplies made to them by the (the Supplier) until 31/03/2019.
2. To complete Self-Billing invoices showing the Supplier's name, address and VAT registration number, together with all the other details which constitute a full VAT invoice.
3. To make a new Self-Billing Agreement in the event that their VAT registration number changes.
4. To inform the Supplier if the issue of Self-Billed invoices will be outsourced to a Third Party.

The self-billee (the Supplier) agrees:

1. To accept invoices raised by the Authority on their behalf until 31/03/2019.
2. Not to raise sales invoices for the transactions covered by this Contract
3. To notify the Authority immediately if they
  - change their VAT registration number;
  - cease to be VAT registered; or
  - sell their business, or part of their business.

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

Title **CHIEF OPERATING OFFICER**

Date **9/3/17**

Signed for and on behalf of [NAME OF SUPPLIER]:

Title **MANAGING DIRECTOR**

Date **9/3/17**

**SCHEDULE 13 - SECURITY REQUIREMENTS, POLICY AND PLAN****INTERPRETATION AND DEFINITION**

<b>Authority System</b>	the Authority's computing environment (consisting of hardware, software and/or telecommunications networks or equipment) used by the Authority or the Supplier in connection with this Contract which is owned by or licensed to the Authority by a third party and which interfaces with the Contractor System or which is necessary for the Authority to receive the Goods and/or Services
<b>Breach of Security</b>	the occurrence of unauthorised access to or use of the premises owned or occupied by the Authority, the Services, the Supplier System, or any ICT or data (including the Authority Data) used by the Authority or the Supplier in connection with the Contract.
<b>ICT</b>	means Information Communications Technology and includes a diverse set of technological tools and resources used to communicate, and to create, disseminate, store and manage information, including computers, the Internet, broadcasting technologies (radio and television), and telephony.
<b>Information Assurance Standards</b>	means the HMG Information Security Standards issued by the Cabinet Office as a supplement to the HMG Security Policy Framework.
<b>Protectively Marked</b>	shall have the meaning as set out in the HMG Security Policy Framework.
<b>Security Plan</b>	means the Supplier's security plan prepared pursuant to paragraph 3 of Schedule 14 (Security Policy and Plan), an outline of which is set out in an Appendix to this Schedule.
<b>Supplier Equipment</b>	means the hardware, computer and telecoms devices and equipment supplied by the Supplier or its Sub-Contractor (but not hired, leased or loaned from the Authority) for the provision of the Services.
<b>Supplier System</b>	means the information and communications technology system used by the Supplier in performing the Services including the Software, the Supplier Equipment and related cabling (but excluding the Authority System).

## 1. INTRODUCTION

This Schedule covers:

- 1.1. principles of security for the Supplier System, derived from the HMG Security Policy Framework, including without limitation principles of physical and information security;
- 1.2. wider aspects of security relating to the Services;
- 1.3. the creation of the Security Plan;
- 1.4. audit and testing of the Security Plan;
- 1.5. conformance to Information Assurance Standards; and
- 1.6. breaches of security.

## 2. PRINCIPLES OF SECURITY

- 2.1. The Supplier acknowledges that the Authority places great emphasis on confidentiality, integrity and availability of information and consequently on the security of the premises owned or occupied by the Authority and the security for the Supplier System. The Supplier also acknowledges the confidentiality of Authority Data.
- 2.2. The Supplier shall be responsible for the security of the Supplier System and shall at all times provide a level of security which:
  - 2.2.1. is in accordance with good industry practice and the general Law;
  - 2.2.2. complies with HMG Security Policy Framework.
  - 2.2.3. meets any specific security threats to the Supplier System; and
  - 2.2.4. complies with Information Assurance Standards.
- 2.3. Without limiting paragraph 2.2, the Supplier shall at all times ensure that the level of security employed in the provision of the Services is appropriate to maintain the following at acceptable risk levels (to be defined by the Authority):
  - 2.3.1. loss of integrity of Authority Data;
  - 2.3.2. loss of confidentiality of Authority Data;
  - 2.3.3. unauthorised access to, use of, or interference with Authority Data by any person or organisation;
  - 2.3.4. unauthorised access to network elements, buildings, the premises owned or occupied by the Authority, and tools used by the Supplier in the provision of the Services;
  - 2.3.5. use of the Supplier System or the Services by any third party in order to gain unauthorised access to any computer resource or Authority Data; and

2.3.6. loss of availability of Authority Data due to any failure or compromise of the Services.

### 3. SECURITY PLAN

The Supplier shall develop, implement and maintain a Security Plan to apply during the Term (and after the end of the Term as applicable) which will be approved by the Authority, tested, periodically updated and audited in accordance with this Schedule. A draft Security Plan provided by the Supplier as part of its bid is set out herein.

#### 3.1. Development

- 3.1.1. Prior to the commencement of any work, the Supplier shall prepare and deliver to the Authority for approval the full and final Security Plan which will be based on the draft Security Plan set out herein.
- 3.1.2. If the Security Plan is approved by the Authority it will be adopted immediately. If the Security Plan is not approved by the Authority the Supplier shall amend it within 10 Working Days of a notice of non-approval from the Authority and re-submit to the Authority 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 15 Working Days (or such other period as the Parties may agree in writing) from the date of its first submission to the Authority. If the Authority does not approve the Security Plan following its resubmission, the matter will be resolved in accordance with the Dispute Resolution Procedure prescribed at Schedule 6. No approval to be given by the Authority pursuant to this paragraph 3.2.2 of this Schedule may be unreasonably withheld or delayed. However any failure to approve the Security Plan on the grounds that it does not comply with the requirements set out in paragraphs 3.1.1 to 3.3.5 shall be deemed to be reasonable.

#### 3.2. Content

- 3.2.1. The Security Plan will set out the security measures to be implemented and maintained by the Supplier in relation to all aspects of the Services and all processes associated with the performance of the Services and shall at all times comply with and specify security measures and procedures which are sufficient to ensure that the Services comply with:
  - a) the provisions of this Schedule (including the principles set out in paragraph 2);
  - b) the provisions of Schedule 2 (the Ordered Services) relating to security;
  - c) Information Assurance Standards;
  - d) the data protection compliance guidance produced by the Authority;

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- e) the minimum set of security measures and standards required where the system will be handling Protectively Marked or sensitive information, as determined by the HMG Security Policy Framework;
- f) any other extant national information security requirements and guidance, as provided by the Authority's IT security officers; and
- g) appropriate ICT standards for technical countermeasures which are included in the Supplier System.

3.2.2. The references to Quality Standards, guidance and policies set out in this Schedule shall be deemed to be references to such items as developed and updated and to any successor to or replacement for such Quality Standards, guidance and policies, from time to time.

3.2.3. In the event of any inconsistency in the provisions of the above standards, guidance and policies, the Supplier shall notify the Authority's Representative of such inconsistency immediately upon becoming aware of the same, and the Authority's Representative shall, as soon as practicable, advise the Supplier which provision the Supplier shall be required to comply with.

3.2.4. The Security Plan will be structured in accordance with ISO/IEC27002 and ISO/IEC27001, cross-referencing if necessary to other schedules of this Contract which cover specific areas included within that standard.

3.2.5. The Security Plan shall be written in plain English in language which is readily comprehensible to the staff of the Supplier and the Authority engaged in the Services and shall not reference any other documents which are not either in the possession of the Authority or otherwise specified in this Schedule.

#### **4. AMENDMENT AND REVISION**

4.1. The Security Plan will be fully reviewed and updated by the Supplier annually or from time to time to reflect:

- 4.1.1. emerging changes in good industry practice;
- 4.1.2. any change or proposed change to the Supplier System, the Services and/or associated processes;
- 4.1.3. any new perceived or changed threats to the Supplier System;
- 4.1.4. changes to security policies introduced Government-wide or by the Authority; and/or
- 4.1.5. a reasonable request by the Authority.

4.2. The Supplier shall provide the Authority with the results of such reviews as soon as reasonably practicable after their completion and amend the Security Plan at no additional cost to the Authority.

- 4.3. Any change or amendment which the Supplier proposes to make to the Security Plan (as a result of an Authority request or change to Schedule 2 (the Ordered Services) or otherwise) shall be subject to the Variation Procedure prescribed at Schedule 10 and shall not be implemented until approved in writing by the Authority.

## **5. AUDIT AND TESTING**

- 5.1. The Supplier shall conduct tests of the processes and countermeasures contained in the Security Plan ("Security Tests") on an annual basis or as otherwise agreed by the Parties. The date, timing, content and conduct of such Security Tests shall be agreed in advance with the Authority.
- 5.2. The Authority has the right to send a representative to witness the conduct of the Security Tests. The Supplier shall provide the Authority with the results of such tests (in a form approved by the Authority in advance) as soon as practicable after completion of each Security Test.
- 5.3. Without prejudice to any other right of audit or access granted to the Authority pursuant to this Contract, the Authority shall be entitled at any time and without giving notice to the Supplier to carry out such tests (including penetration tests) as it may deem necessary in relation to the Security Plan and the Supplier's compliance with and implementation of the Security Plan. The Authority may notify the Supplier of the results of such tests after completion of each such test. Security Tests shall be designed and implemented so as to minimise the impact on the delivery of the Services.
- 5.4. Where any Security Test carried out pursuant to paragraphs 5.2 or 5.3 above reveals any actual or potential security failure or weaknesses, the Supplier shall promptly notify the Authority of any changes to the Security Plan (and the implementation thereof) which the Supplier proposes to make in order to correct such failure or weakness. Subject to the Authority's approval in accordance with paragraph 4.3, the Supplier shall implement such changes to the Security Plan in accordance with the timetable agreed with the Authority or, otherwise, as soon as reasonably possible. For the avoidance of doubt, where the change to the Security Plan to address a non-compliance with the HMG Security Policy Framework or security requirements, the change to the Security Plan shall be at no additional cost to the Authority. For the purposes of this paragraph, a weakness means a vulnerability in security and a potential security failure means a possible breach of the Security Plan or security requirements.

## **6. COMPLIANCE WITH THE INFORMATION ASSURANCE STANDARDS**

- 6.1. The Supplier shall obtain independent verification that the Security Plan complies with the Information Assurance Standards as soon as reasonably practicable and will maintain such compliance for the duration of the Contract.

- 6.2. The Supplier shall carry out such regular security audits as may be required in order to maintain compliance with the Information Assurance Standards. The Supplier shall promptly provide to the Authority any associated security audit reports and shall otherwise notify the Authority of the results of such security audits.
- 6.3. If it is the Authority's reasonable opinion that compliance with the Information Assurance Standards are not being achieved by the Supplier, then the Authority shall notify the Supplier of the same and give the Supplier a reasonable time (having regard to the extent of any non-compliance and any other relevant circumstances) to become compliant. If the Supplier does not become compliant within the required time then the Authority has the right to obtain an independent audit against these standards in whole or in part.
- 6.4. If, as a result of any such independent audit, the Supplier is found to be non-compliant with the Information Assurance Standards then the Supplier shall, at its own expense, undertake those actions required in order to achieve the necessary compliance and shall reimburse in full the costs incurred by the Authority in obtaining such audit.

## **7. BREACH OF SECURITY**

- 7.1. Either Party shall notify the other immediately upon becoming aware of any Breach of Security including, but not limited to an actual, potential or attempted breach, or threat to, the Security Plan.
- 7.2. Upon becoming aware of any of the circumstances referred to in paragraph 7.1, the Supplier shall immediately take all reasonable steps necessary to:
  - 7.2.1. remedy such breach or protect the Supplier System against any such potential or attempted breach or threat; and
  - 7.2.2. prevent an equivalent breach in the future.
- 7.3. Such steps shall include any action or changes reasonably required by the Authority. In the event that such action is taken in response to a breach that is determined by the Authority acting reasonably not to be covered by the obligations of the Supplier under this Contract, then the Contractor shall be entitled to request a Variation in accordance with the procedure prescribed at Schedule 9.
- 7.4. The Supplier shall as soon as reasonably practicable provide to the Authority full details (using such reporting mechanism as may be specified by the Authority from time to time) of such actual, potential or attempted breach and of the steps taken in respect thereof.

A copy of the HMG Security Policy Framework may be found at :  
<https://www.gov.uk/government/publications/security-policy-framework/hmg-security-policy-framework>



**APPENDIX A VARIATION REQUEST FORM**

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

APPENDIX B VARIATION FORM



PROJECT TITLE:

DATE:

VARIATION No:

BETWEEN:

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

1. The Contract is varied as follows:

Contract
x

- 2. Words and expressions in this Variation shall have the meanings given to them in the Contract.
3. The Contract, including any previous Variations, shall remain effective and unaltered except as amended by this Variation.

SIGNED:

For: The Authority

For: The Supplier

By: .....

By: .....

Full Name: .....

Full Name: .....

Position: .....

Title: .....

Date: .....

Date: .....

## APPENDIX C OFFICIAL VETERINARIAN JOB SPECIFICATION

The FSA's strategic plan for 2015 to 2020 commits to the development of alternative or complementary delivery models.

The whole team will play a key part in building a sustainable model for the future, helping to meet the FSA's ambitions and strategic priorities, at the same time ensuring current delivery is effective, with resources targeted effectively so that public health and animal health and welfare safeguards may be met.

**Job Purpose** The FSA's strategic plan for 2015 to 2020 commits to the development of alternative or complementary delivery models, including their sustainable funding – for meat and other food businesses.

The Official Veterinarian primarily

- Provides a technical and leadership role, in an approved premise providing technical advice and direction to the plant inspection team to ensure the efficient and consistent delivery of Official Controls and associated tasks, as defined within the Manual for Official Controls (MOC).
- Builds and manages effective relationships with the plant Food Business Operator (FBO) and other stakeholders and takes responsibility for health and safety management at plant level.

### Key Responsibilities

#### **Statutory duties:**

- Inspection tasks:
  - Assessment of food chain information.
  - Conducting ante-mortem inspection of animals for slaughter.
  - Verification of animal welfare compliance: including assessment of the suitability and competence of persons applying for a temporary Certificate of Competence (TCoC), and verification of Certificates of Competence (CoCs) for staff working at the premises
  - Conducting post mortem inspection: if this task is delegated to Official Auxiliaries, the post holder must regularly check the work of the OAs and in the case of animals having undergone emergency slaughter outside the slaughterhouse, carry out the inspection personally.
  - Verification of compliance with Transmissible Spongiform Encephalopathy and Animal By Products requirements
  - Health marking
- Verification of slaughter hygiene standards
- Verification of FBO compliance the microbiological criteria
- Verification of FBO traceability systems
- Verification of food safety management systems

#### **Action following controls:**

- Collection and communication of inspection results
- Assessment of and decision making in relation to food chain information, live animals, animal welfare and meat

#### **Enforcement**

- Verify that the FBO complies with legislative requirements through their own food safety management procedures.
- Gather evidence to support targeted enforcement for the FSA and other enforcement agencies as required.
- Follow risk based procedures to take fair and proportionate enforcement actions to ensure compliance is achieved working with FBOs to create action plans to achieve compliance.
- Understanding of all areas of non-compliance, the stage of escalation and active monitoring through to compliance or with a view to taking further action to control the risks at the establishment
- Gathering and secure storage of evidence
- Responsibility for all timely enforcement and it's escalation
- Completion and collation of paperwork and electronic enforcement systems
- Delivery and recording of informal enforcement activity
- Drafting, service and recording of formal enforcement after consultation and direction from the FSA Field Veterinary Coordinator (FVC)
- Verify continued compliance with public health, animal health and animal welfare
- Collection of evidence of repetitive non-compliance or serious deficiency with public health, animal health

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and animal welfare To liaise and provide evidence to FVC in regard to all formal enforcement action;

- Carry out formal enforcement action under the direction of the FVC;
- To proactively liaise with other enforcement bodies as required
- Act as a witness of fact and professional witness in legal cases as required including producing a witness statement to the required standard.
- Knowledge of how to identify potential food fraud opportunities relevant to the meat industry and how to escalate and report suspicious activities.
- Encourage and support the use of "best practice" in all aspects of operations, giving appropriate and timely advice

### **Verification of compliance with Third Country requirements (as/when required)**

- Carry out veterinarian activities in line with specific Third Country requirements and as requested by the FSA
- Certification of product

### **Technical leadership of the plant inspection team:**

- Responsible for the technical leadership and performance of the plant inspection team by, providing appropriate advice, coaching, support, and ensuring technical compliance. - Seek direction for FSA field management where appropriate.
- Assessment of on-going technical, competencies of OAs, ensuring that they are demonstrating competency and supported to undertake all tasks associated with their role.
- Assessment of ongoing competencies of Plant Inspection Assistants (PIAs)
- Cascade technical information as required and discuss the practical implications with the plant inspection team.
- Participation on the practical training at the plant, of Trainee OA (tOA), probationary OVs (pOV) and Veterinary Students' to ensure it is carried out appropriately.
- Awareness of and commitment to all relevant FSA policies

### **Stakeholder management:**

- Establish and maintain productive working relationships with the FSA, plant FBOs and other stake holders (Other Government Departments, Local Authorities, etc).
- Raise any changes to the FBO operating patterns in relation to the Statement of Resources with the FSA manager in charge of this work.
- Inform FBOs of any legislative changes that have an impact on their operation.

### **Health and Safety Management**

- Provide support to FSA field management in implementing the FSA Health and Safety Policy at plant level and provide support to the FSA Field management in completion of risk assessments and the implementation of control measures.
- Participate when required to investigate and document accidents and incidents involving the plant inspection team and make initial recommendations for preventative actions.
- Participate in plant inductions, ensuring plant inspection teams and visitors are aware of fire, first aid and other emergency procedures and provide them with health and safety information, instruction and coaching as necessary.

### **FSA Service Level Agreements (SLAs)**

- Ensure FSA services at the plant are delivered in line with SLA targets.

### **General**

- Maintain confidentiality of internal FSA communications and commercially sensitive information.
- Identify personal training needs to undertake continuing educational activities including appropriate uptake of FSA training and CPD
- Continued familiarisation with the MOC and other guidance documents as appropriate
- Any other reasonable requests

### **Mandatory Qualifications / licences, and Membership of professional bodies:**

#### **Essential:**

- Membership of the Royal College of Veterinary Surgeons (MRCVS)
- Official Veterinarian Surgeon (red/white) or OV appointment

**Competency Profile****Civil Service Competencies Framework and Professional Framework (Essential)**

Please refer to the Civil Service Competencies Framework and any Professional Frameworks as applicable –

**Veterinary competencies - Knowledge and Experience (note different degrees of knowledge will be expected depending on pOV/OV status; refer to MOC for specifics)**

- Knowledge of the national and international legal/regulatory framework, as relevant to the role.
- Professional knowledge and experience to allow independent leadership and impact in the role. A practical understanding of the range of issues associated with veterinary science information and knowledge development.
- Ability to provide high-quality professional/technical advice, in a format suitable for officials. Ability to resolve complex veterinary problems swiftly based on a full range of considerations, including veterinary risk, legislation and uncertainty.
- Understanding health risks to individuals and communities with special attention to zoonotic and emerging diseases, foodborne illness, and welfare issues of animals.
- Knowledge and understanding of the aetiology, pathogenesis, clinical signs, diagnosis and treatment of the common endemic diseases and disorders that occur in the common domestic species in the UK.
- Awareness of exotic diseases of international importance that pose a risk to national and international biosecurity and trade.
- Knowledge and understanding of the businesses related to food producing animal breeding, production and keeping.
- Understanding animal welfare and the related responsibilities of owners, keepers, handlers and slaughterers.
- Understanding veterinary risk assessment.
- Commitment to learning and professional development. (basic standards: RCVS 105 hours in 3 years)
- OV general duties
- Verification of good hygiene practices and hazard analysis and HACCP based procedures being applied continuously and properly
- OV plant related duties

**IT Skills:** a minimum of basic knowledge and experience or working with IT packages (ie: Microsoft Work, Excel and e-mails)

**Building capability for all:**

- Identify and address team or individual capability requirements and gaps to deliver current and future work
- Identify and develop all talented team members to support succession planning, devoting time to coach, mentor and develop others
- Value and respond to different personal needs in the team using these to develop others and promote inclusiveness
- Proactively manage own career and identify own learning needs with line manager, plan and carry out work-place learning opportunities
- Continually seek and act on feedback to evaluate and improve their own and team's performance

**Making effective decisions**

- Make decisions when they are needed even if they prove difficult or unpopular
- Identify a broad range of relevant and credible information sources and recognise the need to collect new data when necessary from internal and external sources
- Recognise patterns and trends in a wide range of evidence/data and draw conclusions, outlining costs, benefits, risks and potentials
- Ensure all government and public data is treated with care in line with security protocols
- Recognise scope of own authority for decision making and empower other team members to make decisions
- Invite challenge and where appropriate involve others in decision making to help build engagement and present robust recommendations

**Leading and communicating**

- Continually communicate with staff, helping to clarify goals and activities and the links between these and Departmental strategy
- Recognise, respect and reward the contribution and achievements of others, valuing difference
- Communicate in a straightforward, honest and engaging manner with all stakeholders and stand ground when needed

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- Communicate using appropriate styles, methods and timing, including digital channels, to maximise understanding and impact
- Promote the work of the Department and play an active part in supporting the Civil Service values and culture
- Role model enthusiasm and energy about their work and encourage others to do the same

### **Collaborating and partnering**

- Establish relationships with a range of stakeholders to support delivery of business outcomes
- Act as a team player, investing time to generate a common focus and genuine team spirit
- Actively seek input from a diverse range of people
- Readily share resources to support higher priority work, showing pragmatism and support for the shared goals of the organisation
- Deal with conflict in a prompt, calm and constructive manner
- Encourage collaborative team working within own team and across the Department

### **Managing a quality service**

- Make effective use of project management skills and techniques to deliver outcomes, including identifying risks and mitigating actions
- Develop, implement, maintain and review systems and service standards to ensure professional excellence and expertise and value for money
- Work with team to set priorities, goals, objectives and timescales
- Establish mechanisms to seek out and respond to feedback from customers about service provided
- Promote a culture that tackles fraud and deception, keeping others informed of outcomes
- Develop proposals to improve the quality of service with involvement from a diverse range of staff, stakeholders or delivery partners

### **Delivering at Pace**

- Successfully manage, support and stretch team to deliver agreed goals and objectives
- Show a positive approach in keeping own and team's efforts focused on goals that really matter
- Take responsibility for delivering expected outcomes on time and to standard, yet allow teams space and authority to deliver objectives
- Plan ahead but reassess workloads and priorities if situations change or people are facing conflicting demands
- Regularly monitor own and team milestones or targets and act promptly to keep work and performance on track
- Coach and support other to set and achieve challenging goals for themselves

### **Additional Capabilities**

- Ability to express thoughts clearly orally and in writing in English, listen to the views of others and use terminology to suit the needs of the audience.
- Assemble arguments in a logical, thorough and objective manner.
- Demonstrable ability to negotiate.

### **Changing and Improving:**

- Find ways to improve systems and structures to deliver with more streamlined resources
- Regularly review procedures or systems with teams to identify improvements and simplify processes and decision making
- Be prepared to take managed risks, ensuring these are planned and their impact assessed
- Actively encourage initiative and recognise/praise ideas from a wide range of sources and stakeholders and use these to inform own thinking
- Be willing to meet the challenges of difficult or complex changes, encouraging and supporting others to do the same
- Prepare for and respond appropriately to the range of possible effects that change may have on own role/team

### **Seeing the bigger picture:**

- Be alert to emerging issues and trends which might impact or benefit own and team's work
- Develop an understanding of own area's strategy and how this contributes to Departmental priorities
- Ensure own area/team activities are aligned to Departmental priorities
- Actively seek out and share experience to develop understanding and knowledge of own work and of team's business area

Seek to understand how the services, activities and strategies in the area work together to create value for the customer/end user

**Achieving commercial outcomes:**

- Work effectively with different organisations such as private sector and voluntary groups (in tandem with commercial experts) to commission and source solutions to achieve policy and organisational goals
- Understand the commercial drivers that will influence a private or third sector organisation and the levers that can be used in negotiating/influencing contractual arrangements
- Be able to recognise and understand the commercial tools such as pricing models, open book accounting, supply chain management that commercial experts can deploy to extract value from contracts
- Interact confidently and effectively as an intelligent and highly credible customer with counterparts from the commercial delivery organisations and commercial experts
- Question and challenge the value being delivered through commercial arrangements with delivery partners

**Delivering value for money:**

- Recommend actions to achieve value for money and efficiency
- Cultivate and encourage an awareness of cost, using clear simple examples of benefits and how to measure outcomes
- Work confidently with performance management and financial data to prepare forecasts and manage and monitor budget against agreed plans
- Follow appropriate financial procedures to monitor contracts to ensure deliverables are achieved

## APPENDIX D FSA VETERINARY COMPETENCE FRAMEWORK

### All Veterinarians

- RCVS registered with relevant qualification and experience/skills.
- Our Core Values
  - Apply the best of our veterinary competences contributing to a continuous improvement of food safety, public health, animal health and welfare and as a result supporting the wellbeing of society considering the 'one health' approach.
  - Ability to take and justify professional decisions related to food safety, animal health, welfare and trade based on national and international regulations and standards and supported by an in depth understanding of the different elements of the food chain and wider stakeholder views.
  - Effective and proactive engagement and communication of professional knowledge, views, options or decisions to relevant audiences always having as the main principles the FSA's strategic objectives and core values such as openness, transparency, evidence based and consumer protection.

### Grade & Roles Veterinary Competence

#### Grade: SEO Roles:

- Official Veterinarian
- Auditor
- Internal Auditor
- Coordinator
- Team Leader
- Understanding veterinary public health issues, including epidemiology, transboundary epizootic diseases, zoonotic and food-borne diseases, emerging and re-emerging diseases, food hygiene and technology.
- Understanding health risks to individuals and communities with special attention to zoonotic and emerging diseases, foodborne illness, and welfare issues of animals.
- Knowledge and understanding of the aetiology, pathogenesis, clinical signs, diagnosis and treatment of the common endemic diseases and disorders that occur in the common domestic species in the UK.
- Awareness of exotic diseases of international importance that pose a risk to national and international biosecurity and trade.
- Knowledge and understanding of the businesses related to food producing animal breeding, production and keeping.
- Understanding animal welfare and the related responsibilities of owners, keepers, handlers and slaughterers.
- Solid knowledge of the relevant regulatory framework.
- Understanding veterinary risk assessment.
- Commitment to learning and professional development.

**Effective behavior:**

- Obtaining the necessary information from professional literature and other sources, reviewing them critically, coping with incomplete information, dealing with contingencies, and adapting to change.
- Assessing physical condition, welfare and nutritional status of an animal or group of animals and making a decision on the correct course of action.
- Recognising suspicious signs of possible notifiable, reportable, zoonotic diseases and associated animal welfare concerns, and take appropriate action, including notifying the relevant authorities.
- Applying principles of bio-security.
- Assess the steps needed to ensure the safety and wholesomeness of foods of animal origin, such as traceability, animal identification, animal welfare and product hygiene.
- Take professional decisions whether food is fit for human consumption based on ante and post mortem inspections and other related findings or information.
- Conducting or controlling sampling in monitoring, surveillance or food hygiene programmes (e.g. food related pathogens, non-infectious hazards – residues and contaminants).
- Assessing the suitability of Food Safety Management Systems designed and implemented in approved premises.
- Systematic and accurate recording and reporting of observations derived from ante mortem, post mortem inspections and premises audit and inspections.
- Developing and implementing a good audit technique.
- Ability to gather and secure best possible evidence when non-compliance is identified.
- Gathering intelligence.
- Influence actions of food business operators and colleagues through an educational/mentoring approach whenever possible.
- Gathering evidence and data to inform policy decisions.
- Effectively communicate in writing and orally and in a professional manner within the Agency and with stakeholders.
- Presenting complex issues and information clearly and succinctly, summarising issues effectively.
- Effective engagement and networking with stakeholders at front line level.
- Contributing to the preservation of traditional food production methods by advising on the flexible implementation of up to date food safety management systems.
- Contributing to the innovation in the food industry by keeping own current knowledge, remaining open minded and assisting both industry and the Agency to better understand associated hazards and possible controls.
- Assessing third party supplier's performance and act accordingly.
- Effective self-management of workload.
- Promoting knowledge and sharing experiences through relevant publications and various technical forums.
- Both personal and as a member of a profession actively engaging in work-based learning, self- direct learning and maintain professional skills.
- Contributing to projects and development opportunities.

**Grade & Roles      Veterinary Competence**

**Grade: 7 or equivalent roles:**

- Approval of meat premises
- Policy making
- Policy advice
- Portfolio leadership
- Contract

SEO or equivalent level plus the following:

- Robust knowledge of veterinary public health issues, including epidemiology, transboundary epizootic diseases, zoonotic and food-borne diseases, emerging and re-emerging diseases, food hygiene and technology.
- Robust knowledge of animal welfare and the related responsibilities of owners, keepers, handlers and slaughterers.
- Robust knowledge of health risks to individuals and communities with special attention to zoonotic and emerging diseases, foodborne illness, and welfare issues of animals.
- Robust knowledge of the national and international legal framework.
- Ability to deal with complex veterinary problems, including scientific issues, legislation and management
- Technical leadership
- Third Country exports
- Auditor
- Manager

Other complexities (e.g. financial, operational, trade impact) for a particular situation.

- Capacity to provide high-level professional advice in a format suitable for upper hierarchical levels, Ministers and other institutions.
- Design, implement or critically evaluate studies, investigations or critical reviews of data.
- Utilise techniques of surveillance, recognition, prevention, control, and management of infectious diseases, with special attention to zoonotic and emerging diseases, food borne illnesses and potential bio or agro terrorism agents, considering animal movements and traceability of commodities.
- Evaluate and/or design intervention programs that aim to reduce health risks associated with foodborne illness, zoonotic or emerging diseases, or hazards associated with animals and foods derived from animals.
- Identify community and governmental resources appropriate for addressing health needs.
- Develop drafts of standard operating procedures or policies needed to safeguard the community.
- Mentoring and supporting professional development of colleagues.
- Prioritise and organise own workload and balance competing demands to meet deadlines.

**Effective behaviour:**

- Being a policy analyst working iteratively in the 'problem – solution' process; assembling and weighting evidence, constructing alternatives, selecting criteria, forecasting potential outcomes, indicating the nature, magnitude of the trade-offs from different policy options, offering recommendations and consulting/ influencing other national/ international institutions, the relevant sectors and consumers.
- Producing comprehensive guidance that accurately reflects policies and legal requirements after proactive and productive consultation with relevant stakeholders.
- Cascading policy decisions and knowledge widely within the Agency through verbal and written instructions, technical internal publications and contributions to various technical forums.
- Producing workable proposals that after clearance from Legal and Policy address or provide a practical solution to new needs such as those posed by technology developments, business ideas or limitation of resources.
- Maintaining collective knowledge, protocols and practices within the Agency current and relevant by reviewing and updating the Manual for Official Controls (MOC) and various Agency guides (Wild Game, Animal By Products, Co-products of animal origin...).
- Assessing performance of third party suppliers and leading their contract management.
- Supporting UK economic growth and UK international trade through the safe and robust development, production and regulation of a variety of Novel Foods, OPAO and co-products and through stakeholder engagement, agreement of protocols and verification of standards.
- Making robust compliance assessments to ensure only structurally sound business which are safely managed achieve the required approval status to operate as an approved meat premises and maintaining their approval status under permanent review.
- Making robust compliance assessments related to animal welfare practices and equipment to ensure that only those bovine restraining pens which are correctly designed, built and operated are approved for non-stunned slaughter of adult bovines.
- Presenting complex professional information in a clear, concise and logic way, using some basic rhetoric, negotiation, management and interpersonal skills.
- Actively participating in in-house or interinstitutional discussions on a regular or 'ad hoc' basis.
- Contributing to high level stakeholder engagement both nationally and internationally.
- Horizon scanning for potential undesired events and coming changes to legal framework and their implications.
- Optimising data collection and improving its utilisation (e.g. FCI, CCIR, inspection data).
- Draft the conceptual design of studies to investigate factors and inform policy options associated with particular food safety outcomes (e.g. main foodborne zoonotic infections)
- Analysing and participating within the FSA, across government and with external stakeholders in investigating and managing outbreaks/incidents.
- Designing and analysing policy options for more targeted controls on food safety and zoonotic hazards including creation of intervention programmes.
- Evaluating and participating in the commissioning of research proposals.
- Ensuring audits of FSA approved meat establishments are carried out on a risk-basis, objectively and consistently, and to required quality standards.

- Applying epidemiological principles linking surveillance data from populations of humans, animals, pathogens, products and the environment. Understanding options for hypothesis testing, causation vs. association, measures of disease frequency such as prevalence and incidence, risk factors and confounding factors of statistical and biological significance, source attribution, diagnostic methods and measures of their performance, risk analysis and predictive microbiology and epidemiology.
- Understanding and utilising data generated via regular monitoring or surveillance of pathogens, residues, food safety criteria, microbiological criteria, audit and inspections of farm, abattoir and other food/feed establishments.

### **Grade & Roles      Veterinary Competence**

#### **Grade: 6 or equivalent**

#### **Roles:**

- Veterinary Director and Head of Profession
- Head Veterinarian for Quality/ Assurance
- Inspiring leader and manager

#### **G7 level plus the following:**

- In depth and robust knowledge of global veterinary aspects related to policy development or operational delivery and the underpinning national and international legal/regulatory framework.
- Ability to resolve complex veterinary problems swiftly based on a full range of considerations, including veterinary risk, legislation and uncertainty.
- In depth professional and wider knowledge to lead and have an impact on policies related to food and feed safety, animal health and animal welfare, international trade, one-health, eco- health (including environmental issues) and food security.
- Knowledge and strategic interpretation of the output of relevant international organisations (OIE, FAO, EFSA, WHO, ECDC, Codex Alimentarius, EU Commission, EU Parliament etc.) and national professional bodies (FSA Scientific Committees, RCVS, GVS etc.).
- Assess and be aware of future emerging issues and work on optimising or developing policy control options.
- Work across government and with stakeholders in developing strategic interventions to respond on broader aspects to animal health, welfare and food safety concerns considering trade implications, the role of different players in the food chain, emerging threats (e.g. potential economic, social, weather conditions and etc.)
- Seek strategic engagement to deliver FSA priorities with key stakeholders, experts, government departments, devolved organisations, MSs, EU Institutions, third countries, research councils, professional organisations, academia, etc.
- A practical understanding of the range of issues associated with veterinary science information and knowledge development to provide veterinary leadership on developing strategies and creating opportunities for veterinary professional development.

#### **Effective behaviour:**

- Developing and maintaining a thriving and cohesive professional veterinary community across the FSA and with external colleagues.

- Building capability of staff and promoting the role of FSA veterinarians and the contribution they make to the fields of public health, animal health and welfare.
- Ensuring incoming and existing veterinary staff has the right guidance, training and support in order to carry out their duties effectively, drawing on results of audits and themed assessments, understanding policy developments and impact of new legislation.
- Providing veterinary leadership and direction to veterinarians within the FSA and provide key support to Directors and senior managers on policy and operational matters.
- Providing high-quality professional/technical veterinary public health advice to the Executive Management Team, to the FSA Board and to Ministers in a suitable format in the four nations of the UK.
- Influencing others, inside and outside the FSA, to improve the safety of foodstuffs through the effective and proportionate pursuance of veterinary public health.
- Representing the FSA at senior national and international meetings/ events where matters of veterinary public health are being discussed.
- Leading the FSA's decisions on the approval of meat establishments and associated authorisations ensuring that food business operators are meeting legal obligations and standards, with appropriate interventions by officials to ensure compliance with the relevant legislation.
- Ensuring audits of FSA approved meat establishments are carried out on a risk-basis, objectively and consistently, and to required quality standards, using results to assess standards and levels of compliance by food business operators, and how well frontline teams are delivering official controls, and identifying corrective action or improvements.
- Leading certain FSA policies, ensuring adequate implementation, timely review and making difficult and complex decisions.
- Acting on intelligence and management of information to ensure high level policy and operational decisions are in line with FSA's and other Government Departments' priorities.
- Providing policy and technical lead for contingency planning for animal and zoonotic disease outbreaks, ensuring FSA response is appropriate, working in collaboration with other Government Departments, trade bodies and food business operators.
- Leading, reviewing and contributing to business as usual programmes, projects and change programmes which impact on FSA policies and on the delivery of official controls, applying veterinary know-how into the FSA strategy.



## APPENDIX F OFFICIAL AUXILIARY JOB SPECIFICATION

The FSA's strategic plan for 2015 to 2020 commits to the development of alternative or complementary delivery models.

The whole team will play a key part in building a sustainable model for the future, helping to meet the FSA's ambitions and strategic priorities, at the same time ensuring current delivery is effective, with resources targeted effectively so that public health and animal health and welfare safeguards may be met.

**Job Purpose** The Food Standards Agency's strategic plan for 2015 to 2020 commits to the development of alternative or complementary delivery models, including their sustainable funding – for meat and other food businesses.

The Official Auxiliary primarily will assist the Official Veterinarian with all tasks, subject to the restrictions and to any specific rules laid down in EU and domestic Regulations and as interpreted as required by the FSA

### Key Responsibilities

List duties and responsibilities including (experience, skills and knowledge)

#### STATUTORY DUTIES

1. **Ante Mortem (AM) Inspection, Animal Welfare and Animal Identification**
  - Assist the OV in purely practical tasks as defined in the MOC and make an initial check of animals.
  - Verify that animals are properly identified and take any necessary actions.
  - Verify animal welfare activity including plant specific action plans and undertaking Animal Welfare checks at the required frequency as part of the Animal Welfare Action Plan.
2. **Post Mortem (PM) Inspection, Specified Risk Material (SRM) & Animal By Products (ABP)**
  - Carry out post-mortem inspection for detection of abnormalities of all carcasses and offal presented.
  - Identify and put aside uncommon conditions for further inspection by the OV and Emergency slaughtered animals.
  - Verify FBOs compliance with TSE regulations and SRM controls.
  - Verify that carcass meat and offal rejected as unfit is removed, categorised, stained, stored and disposed of in accordance with legislative requirements.
  - Verify FBOs compliance with ABP regulations
  - Maintain an accurate record of post-mortem inspections and findings.
3. **Health and Identification Marking**
  - Apply the health mark in accordance with the legislation.
  - Verify the FBO application of the identification mark.
4. **Food Standards Agency Service Level Agreements (SLAs)**
  - Correctly collect and despatch samples for disease, conditions and residue purposes.
  - Carry out duties stated under the terms of SLA agreements with Other Government Departments and agencies as defined in the MOC.
5. **Gathering Verification and Enforcement data**
  - Collect information regarding verification of Good Hygiene Practices and HACCP based procedures as directed by the OV for the proportionate enforcement of non-compliances.
  - Assist with the accurate recording and collection of data and any other operational information required by the OV.
  - Awareness of current enforcement activity at the establishment
  - Gathering and secure storage of evidence
  - Provide local intelligence to the OV
  - Communication of plant standards to OV
  - Verify continued compliance with public health, animal health and animal welfare
  - Collecting evidence of repetitive non-compliance or serious deficiency with public health, animal health and animal welfare
6. **Food Chain Information and Collection and Communication of Inspection Results**
  - Assess Food Chain Information and take action as appropriate
  - Record post mortem data and disseminate inspection data back to the FBO and primary producer.

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**OTHER DUTIES**

**7. Food Business Operator Liaison**

- Establish and maintain effective working relationships with plant staff.
- Communicate decisions regarding post mortem inspections in consultation with the OV.
- Communicate issues found during the verification of FBO good hygiene practices and HACCP based procedures.

**8. Team Involvement**

- Assist in the supervision and instruction of Trainee OAs and others as appropriate.
- Maintain high standards of professional integrity, personal motivation and work closely with others team members.
- Demonstrate commitment to equal opportunities policies and procedures through the use of appropriate behaviours and attitudes.
- Accurately input data and information (business and personal) into appropriate IT systems.
- Assist with evidence gathering as required

**9. General**

- Maintain confidentiality of internal Food Standards Agency communications and commercially sensitive information.
- Identify personal training needs to undertake continuing educational activities including appropriate uptake of FSA training and CPD
- Ensure continued familiarisation with the Manual for Official Controls and other guidance documents as appropriate
- Any other duties as required by the OV.
- In the absence of OV ensure the set procedures are followed and standards maintained.

**10. Health and Safety**

- Undertake duties fully in accordance with FSA Health & Safety Policy; report all accidents and potential hazards in accordance with Health & Safety Policy to management.

**Mandatory Qualifications / licences, and Membership of professional bodies:**

**Essential**

Possession of a Meat Inspection Certificate from an approved awarding body (The Authorised Officers (Meat Inspection) Regulations 1987 refers) or membership of the Royal College of Veterinary Surgeons and competent delivery of Meat Inspection skills.

**Civil Service Competencies Framework and Professional Framework (Essential)**

**Technical competencies - Knowledge and Experience**

- Knowledge of relevant legislation and instructions in FSA Manual for Official Controls and Meat Industry Guide.
- A demonstrable understanding of the legislative requirements that the FSA enforces.
- Ability to undertake post mortem inspection, residue sampling and TSE controls.
- Ability to accurately record data either on paper or on IT systems.
- A demonstrable awareness of health and safety issues.
- Ability to maintain equipment in a functioning state to carry out tasks e.g. knife sharpening

**IT Skills:** a minimum of basic knowledge and experience or working with IT packages (i.e.: Microsoft Work, Excel and e-mails)

**Changing and Improving**

- Understand and apply technology to achieve efficient and effective business and personal results
- Consider and suggest ideas for improvements, sharing this feedback with others in a constructive manner
- Conduct regular reviews of what and who is required to make a project/activity successful and make on-going improvements
- Put aside preconceptions and consider new ideas on their own merits
- Help colleagues, customers and corporate partners to understand changes and why they have been introduced
- Identify, resolve or escalate the positive and negative effects that change may have on own role/team

### **Making effective decisions**

- Demonstrate accountability and make unbiased decisions
- Examine complex information and obtain further information to make accurate decisions
- Speak with the relevant people in order to obtain the most accurate information and get advice when unsure of how to proceed
- Explain clearly, verbally and in writing, how a decision has been reached
- Provide advice and feedback to support others to make accurate decisions
- Monitor the storage of critical data and customer information to support decision making and conduct regular reviews to ensure it is stored accurately, confidentially and responsibly

### **Leading and communicating**

- Display enthusiasm around goals and activities – adopting a positive approach when interacting with others
- Listen to, understand, respect and accept the value of different views, ideas and ways of working
- Express ideas effectively, both orally and in writing, and with sensitivity and respect for others  
Confidently handle challenging conversations or interviews
- Confront and deal promptly with inappropriate language or behaviours, including bullying, harassment or discrimination

### **Collaborating and partnering**

- Demonstrate interest in others and develop a range of contacts outside own team to help get the job done
- Change ways of working to facilitate collaboration for the benefit of the team's work
- Proactively seek information, resources and support from others outside own immediate team in order to help achieve results
- Readily identify opportunities to share knowledge, information and learning and make progress by working with colleagues
- Listen attentively to others and check their understanding by asking questions
- Take responsibility for creating a working environment that encourages equality, diversity and inclusion

### **Managing a quality service**

- Explain clearly to customers what can be done
- Work with team to set priorities, create clear plans and manage all work to meet the needs of the customer and the business
- Ensure that levels of service are maintained – flag up risks or concerns in order to meet customer requirements
- Keep internal teams, customers and delivery partners fully informed of plans and possibilities
- Promote adherence to relevant policies, procedures, regulations and legislation, including equality and diversity and health and safety
- Identify common problems or weaknesses in policy or procedures that affect service and escalate these

### **Delivering at Pace**

- Create regular reviews of what and who is required to make a project/activity successful and make on-going improvements
- Be interested and positive about what they and the team are trying to achieve
- Take ownership of problems in their own area of responsibility
- Remain positive and focused on achieving outcomes despite
- Check own and team performance against outcomes, make improvement suggestions or take corrective action when problems are identified
- Set and achieve challenging goals and monitor quality

### **Additional capabilities**

- Ability to express thoughts clearly orally and in writing in English, listen to the views of others and use terminology to suit the needs of the audience.
- Ability to build and maintain positive working relationships
- Assemble arguments in a logical, thorough and objective manner.
- Ability to make justifiable decisions based upon available information.
- Demonstrable ability to negotiate.

**Desirable capabilities**

**Seeing the bigger picture:**

- Keep up to date with a broad set of issues relating to the work of the Department
- Develop understanding of how own and team's work supports achievement of Departmental priorities and delivery to the citizen
- Focus on the overall goal and intent of what they are trying to achieve, not just the task
- Take an active interest in expanding their knowledge of areas related to own role

**Building Capability for all:**

- Take ownership of team and individual development by identifying capability needs and consistently achieving development objectives
- Take responsibility for the quality of own work and seeking opportunities for improvement through continuous learning
- Proactively support the development plans of others
- Take account of the diverse contributions of team members and delegate work to improve capabilities of all
- Encourage and be open to developmental feedback from others

**Achieving commercial outcomes:**

- Be able to identify and access departmental procurement and commercial expertise
- Understand and be able to explain departmental approach to assigning contractual and financial delegations
- Recognise when deliverables and/or services derived from a commercial arrangement are not being delivered to the required level of quality or standard and take appropriate action
- Fully meet commercial confidentiality and data security requirements in contracts

**Delivering Value for Money:**

- Recommend actions to achieve value for money and efficiency
- Cultivate and encourage an awareness of cost, using clear simple examples of benefits and how to measure outcomes
- Work confidently with performance management and financial data to prepare forecasts and manage and monitor budget against agreed plans
- Follow appropriate financial procedures to monitor contracts to ensure deliverables are
- Monitor the use of resources in line with organisational procedures and plans and hold team to account

## APPENDIX G TECHNICAL COMPETENCIES FRAMEWORK

### Competency Areas

- FSA and Meat Industry Knowledge
- Legislative Framework and the Manual for Official Controls Knowledge of HACCP-based Food Management Procedures Ante-Mortem and Pre-slaughter Inspection
- Slaughter and Processing Post-Mortem Inspection
- Health Marking and Identification Marking
- Specified Risk Material Procedures and the Controlled Removal of Animal By- Products and Edible Co-Products
- Service Level Agreements and Sampling Operations Enforcement

### FSA AND MEAT INDUSTRY KNOWLEDGE

**Competency Definition:** *Understands the FSA and the Meat Industry environment*

INDICATORS		2	3	4
a)	Understands the FSA, its purpose, legislative role, strategy and objectives.	a) Understands the FSA, its purpose, legislative role, strategy and objectives and can explain these to others.	a) Actively builds a positive relationship with food business operator(s) through clear communication of the purpose and remit of the FSA.	a) Actively builds positive relationships with industry groups, colleges / universities and OGDs through clear communication of the purpose and remit of the FSA.
b)	Understands the meat industry, its organisation, production methods, trade and slaughter and cutting technology.	b) Is able to explain the environment and structure of the meat industry to others.	b) Understands the principles and processes of 'Meat Technology' (meat products, meat preparations etc.) and uses as appropriate.	b) Develops processes and procedures for the verification of FBO compliance.

<p>c) Understands the purpose of the MIG and other Guides and Codes of Practice and their impact on the FBO's responsibilities.</p>	<p>c) Understands the purpose of the MIG and other Guides and Codes of Practice and can advise the FBO of their purpose and potential impact.</p>	<p>c) Audits the compliance of the FBO's operations against the standards defined in legislation, the MIG and other Guides and Codes of Practice.</p>	<p>c) Influences the contents of the MIG and other Guides and Codes of Practice through contribution and ensures that these complement the MOC.</p>
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### LEGISLATIVE FRAMEWORK AND THE MANUAL FOR OFFICIAL CONTROLS

**Competency Definition:** *Understands the relevant legislation, its framework and the Manual for Official Controls (MOC) and applies appropriately*

INDICATORS			
1	2	3	
<p>a) Understands and applies the relevant laws and regulations that apply to the meat industry.</p> <p>b) Understands the purpose of the MOC and its impact on his/her role.</p> <p>c) Understands the contents of the MOC and is able to locate and apply the information contained within it.</p>	<p>a) Interprets, advises others and makes risk-based decisions from the relevant laws and regulations that apply to the meat industry.</p> <p>b) Ensures the correct application of the MOC and takes responsibility for the actions of the plant inspection team.</p> <p>c) Advises others on the location of the appropriate information contained in the MOC and uses risk assessment methodology and professional opinion to</p>	<p>a) Influences the development of policies and procedures by interpreting the relevant laws and regulations that apply to the meat industry.</p> <p>b) Develops content of the MOC through consultation with internal and external stakeholders and advises on its correct application, including the provision of any emergency instructions as appropriate.</p> <p>c) Clearly defines and includes within the MOC areas of instruction which are prescriptive or open to risk-based interpretation.</p>	

## KNOWLEDGE OF HACCP-BASED FOOD MANAGEMENT PROCEDURES

**Competency Definition:** *Understands and appropriately uses the principles and applications of HACCP-based procedures*

1	2	3	4
<p>a) Has a basic knowledge of good hygiene and manufacturing practices throughout the meat production process.</p> <p>b) Understands HACCP and the audit of HACCP-based procedures.</p> <p>c) Understands the need to record and collect data and any other operational information as required by the OV and carries out accurately as appropriate.</p> <p>d) Clearly understands the issues regarding hygiene practices and HACCP-based procedures found during inspection that may need to be communicated to the OV.</p>	<p>a) Understands GHP and GMP and their role as the basis for the application of HACCP-based principles.</p> <p>b) Performs audits as appropriate and informally resolves, where possible, FBO complaints etc.</p> <p>c) Makes appropriate use of the data gathered by the Plant Inspection Team and the FBO to reach an informed HACCP-based audit assessment.</p> <p>d) Communicates clearly the audit findings to the FBO and the Plant Inspection Team including any clarification of issues as required.</p>	<p>b) Performs the role of formal Investigating Officer in cases of FBO appeals / complaints.</p> <p>c) Reviews Plant Audit Assessments and takes appropriate action where necessary.</p>	<p>c) Makes appropriate use of the data gathered by the FSA to reach informed decisions as regards corporate FSA issues (e.g. instructions, training, priority setting).</p>

INDICATORS

<p>e) Clearly understands and exercises the principles of proportionality in recommending to the OV which issues regarding hygiene practices and HACCP-based procedures should be brought to the attention of the</p>	<p>e) Works with the FBO to assist him/her to identify solutions and opportunities for continuous improvement.</p>	<p>e) Influences overarching developments and solutions for continuous improvement of the industry and its verification.</p>
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**ANTE-MORTEM AND PRE-SLAUGHTER INSPECTION**

**Competency Definition:** *Clearly understands how to carry out pre-slaughter inspection and ante-mortem activities and actions appropriately.*

INDICATORS		LEVELS		
1	2	3	4	
	<p>a) Clearly understands the purpose and origin of Food Chain Information (FCI) documentation and takes action as appropriate.</p> <p>b) Is able to correctly identify all species, including suspect/diseased/injured animals and takes appropriate action.</p> <p>c) Demonstrates a clear knowledge of reasons for animal welfare legislation and issues that affect animal welfare and takes appropriate action.</p>	<p>a) Rigorously assesses Food Chain Information and targets Ante-Mortem and Post-Mortem inspection activities accordingly.</p> <p>b) Appropriately assess fitness or otherwise for slaughter including assessment for possible notifiable disease and report to the relevant Authority as appropriate.</p> <p>c) Appropriately assesses cases of animal welfare and reports as appropriate.</p>	<p>a) Contributes to the FSA's decision regarding the minimum FCI requirements.</p>	<p>c) Contributes to OGD decisions regarding animal welfare legislation implementation and reviews.</p>



<p>b) Understands the requirement for animal identification checks and records as appropriate.</p>	<p>b) Understands the requirement for animal identification checks and records as appropriate.</p>	<p>b) Audits the adequacy of the FBO's Animal Identification system(s) and takes risk-based action to resolve any areas of non-compliance, informing the appropriate authorities where</p>		
	<p>c) Clearly understands the hygiene requirements in meat processing and takes action as appropriate.</p>	<p>c) Audits the adequacy of the FBO's Food Safety Management System(s) and takes risk-based action to resolve any areas of non-compliance.</p>		

**POST-MORTEM INSPECTION**

**Competency Definition:** *Clearly understands post-mortem inspection process and carries out activities as appropriate*

LEVELS			
INDICATORS	1	2	3
<p>a) Correctly identifies any abnormalities of all carcasses and offal presented and takes appropriate action.</p>	<p>a) Accurately carries out diagnoses and differential diagnoses of various post-mortem conditions and takes appropriate action.</p>		

<p>b) Appropriately identifies post-mortem signs of poor animal handling / welfare problems.</p>	<p>b) Ability to identify the origin and likely timeframe of the cause of animal welfare conditions in order to take appropriate action.</p>	<p>b) Defines, in consultation with internal and external stakeholders, which relevant PM conditions are to be recorded, ensures that they are consistently recorded across the FSA and assesses any trends.</p>
<p>c) Understands the need for maintaining accurate records of post-mortem inspections and their findings and carries these out as appropriate.</p>	<p>c) Ensures that accurate records are maintained by the Inspection Team and takes appropriate action as a result.</p>	<p>c) Defines which conditions are uncommon on the assessment of PM data provided and local epidemiology and communicates this to the LV.</p>
<p>d) Understands the need for the identification and putting aside of uncommon conditions for further inspection by the OV and acts as appropriately.</p>	<p>d) Inspects uncommon conditions presented by the Inspection Team and makes appropriate diagnoses and differential diagnoses of such conditions.</p>	<p>d) Works with internal and external stakeholders for the implementation and development of IT systems to accurately record inspection results.</p>
<p>e) Clearly and appropriately communicates to the FBO decisions made or actions required, in conjunction with the OV.</p>	<p>e) Clearly and appropriately communicates post-mortem findings to the FBO / the producer / the producer's veterinary surgeon and any relevant Competent Authority / Authorities.</p>	

**HEALTH MARKING AND IDENTIFICATION MARKING**

**Competency Definition:** *Clearly understands the correct use of the health mark and identification mark and applies as appropriate*

**LEVELS**

INDICATO

1

a) Demonstrates an understanding of the purpose of the health mark and applies it correctly in accordance with the relevant legislation.

a) Understands and actively carries out their responsibility for ensuring the correct application of the health mark.

b) Understands the instances in which the health mark can be with-held.

b) Accurately sanctions the with-holding of the health mark and clearly explains the reasons for its with-holding to the FBO.

	<p>c) Understands the purpose of the identification mark and its correct application by the FBO in accordance with the relevant legislation and in licensed premises, verifies its application.</p>	<p>c) Verifies the application of the identification mark and takes action where necessary.</p>
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**SPECIFIED RISK MATERIAL PROCEDURES AND THE CONTROLLED REMOVAL OF ANIMAL BY-PRODUCTS, AND EDIBLE CO-PRODUCTS**

**Competency Definition:** *Understands the controlled removal of by-products of slaughter and applies legislation as appropriate*

INDICATORS	LEVELS			
	1	2	3	4
<p>a) Clearly understands what is meant by the term 'SRM', the reason for its removal and the impact that the age of the animal has upon this definition and correctly identifies SRM.</p> <p>b) Verifies the FBO's correct removal, staining, labelling and disposal of SRM.</p> <p>c) Correctly identifies various categories of waste and by-products and their labelling.</p>	<p>a) Clearly understands what is meant by the term 'SRM', the reason for its removal and the impact that the age of the animal has upon this definition and correctly identifies SRM.</p>	<p>a) Advises the FBO of the definition of SRM and the reasons for its removal.</p>	<p>a) Works with Advisory Groups and scientists to provide recommendations to Government Agencies regarding TSEs in general.</p>	
<p>b) Verifies the FBO's correct removal, staining, labelling and disposal of SRM.</p>	<p>b) Verifies the FBO's correct removal, staining, labelling and disposal of SRM.</p>	<p>b) Accurately audits the FBO's procedures for the correct removal, staining, labelling and disposal of SRM and takes action as appropriate.</p>	<p>b) Defines, in consultation with internal and external stakeholders, the level of SRM checks and verification to be performed by the FSA.</p>	
<p>c) Correctly identifies various categories of waste and by-products and their labelling.</p>	<p>c) Correctly identifies various categories of waste and by-products and their labelling.</p>	<p>c) Accurately audits the FBO's procedures for the categorisation of waste and by-products and their labelling and takes action as appropriate.</p>	<p>c) In consultation with internal and external stakeholders, defines the level of waste and by-product checks and verification to be performed by the FSA.</p>	

	d) Verifies FBO practices and procedures for the controlled removal of waste and by-products from fresh meat and poultry-approved establishments.	d) Audits FBO practices and procedures for the controlled removal of waste and by-products from fresh meat and poultry-approved establishments and their correct destination and takes action as appropriate. Where appropriate, assists in the development of RMOPs and monitors their robustness.	d) Quality assures all RMOPs, questioning where appropriate and making any necessary amendments and feeding back to the OV.	d) Quality assures all RMOPs, checking for consistency and deals with any appeals or conflicts arising within this process.
	e) Understands the different types of edible co-products and their correct handling by the FBO.	e) Audits the FBO's handling of edible co-products and takes action as appropriate.		e) Advises on and supports industry initiatives for the profitable use of edible co-products through the education of FSA staff and FBOs.

### SERVICE LEVEL AGREEMENTS AND SAMPLING OPERATIONS

**Competency Definition:** *Understands the purpose of Service Level Agreements and the need for sampling and carries such duties out appropriately.*

INDICATORS	LEVELS			
	1	2	3	4
a) Understands the concept and use of SLAs.	a) Understands and exercises their responsibility for the delivery of the various SLAs that apply within the premises in which they work.	a) Ensure that SLA activities are performed within financial and other constraints as defined in the Agreement.	a) Agree and manage SLAs with internal and external customers, ensuring that they are realistic and achievable.	

<p>b) Understands the principles of, reasons for and techniques of sampling, including the potential repercussions of incorrect sampling.</p>	<p>b) Understands their responsibility for sampling operations and ensures they are appropriately performed.</p>	<p>b) In cases of positive results, investigates and reports on such incidents, taking the appropriate action.</p>	<p>b) Co-ordinates the necessary actions in cases of positive results, including compilation of any reports and liaison with internal and external stakeholders.</p>
<p>c) Correctly carries out sampling and associated activities as defined in the MOC and in compliance with various customer requirements and their targets.</p>	<p>c) Ensures correct application of the agreed sampling procedures.</p>	<p>c) Provides the appropriate training to staff in sampling operations, including training delivery and coaching as required.</p>	<p>c) Works with other specialists (internal and external) to produce appropriate training materials and cascade processes to support the achievement of agreed SLAs.</p>
<p>d) Understands the need for correct traceability and accurate completion of all relevant paperwork and dispatches samples as and when required.</p>	<p>d) Ensures and verifies the traceability of all samples.</p>	<p>d) Ensures, through team management, that the agreed sampling regime is correctly carried out.</p>	<p>d) Agree sampling activities with internal and external customers, ensuring that they are realistic and achievable.</p>
<p>e) Understands and performs the appropriate checks on livestock vehicles / containers, making the OV aware of any areas of concern.</p>	<p>e) Takes appropriate risk-based action to resolve any areas of non-compliance with regards to livestock transportation and vehicles, informing the appropriate authorities where necessary.</p>		

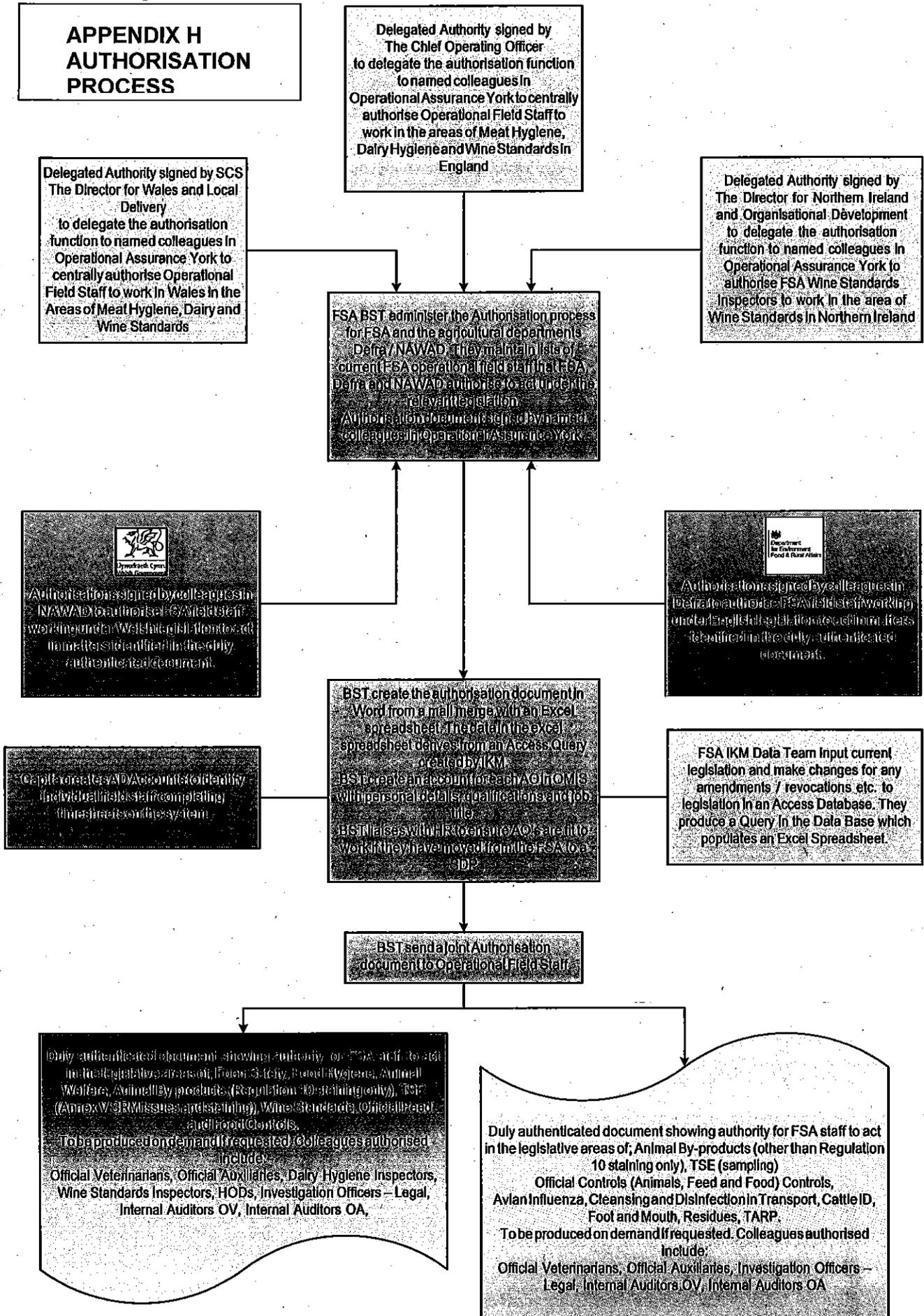
**ENFORCEMENT**

**Competency Definition:**

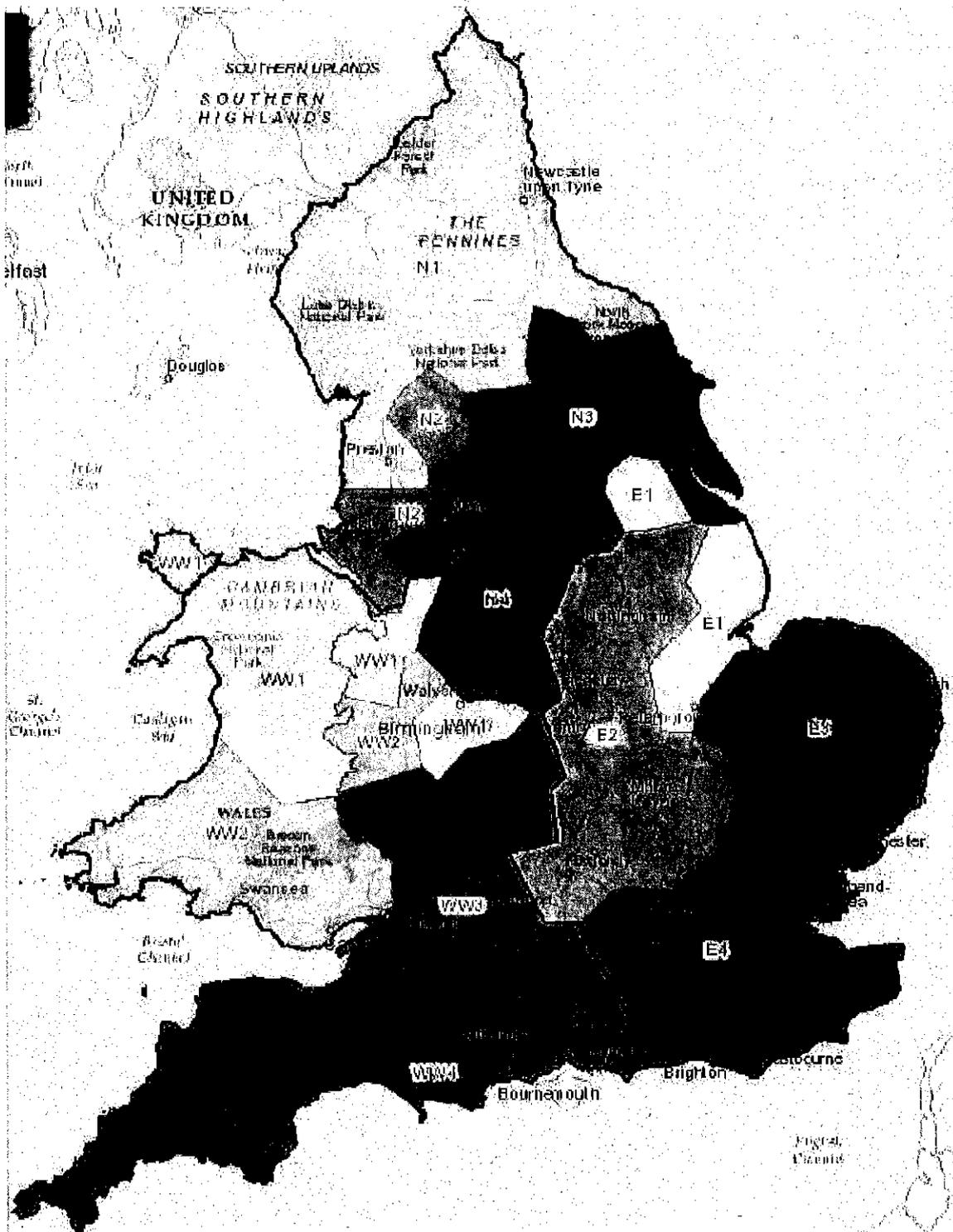
*Understands the role of the FSA as an enforcement body and applies enforcement as appropriate to role.*

		<b>LEVELS</b>			
		1	2	3	4
<b>INDICATORS</b>	<p>a) Understands the hierarchy of enforcement, its appropriate application (proportionality) and the concept of risk-based enforcement.</p> <p>b) Notifies the OV of any concerns regarding non-compliance with legislation.</p> <p>c) Assists the OV as directed in the gathering and supply of evidence to support enforcement action, including appropriately presenting such evidence in court as required.</p>	<p>a) Understands and applies the hierarchy of enforcement, its appropriate application (proportionality) and the concept of risk-based enforcement.</p> <p>b) Achieves legislative compliance through joint-working and the building of an effective relationship with the plant FBO as an alternative to formal action.</p> <p>c) Compiles the required evidence to support enforcement activity and presents professionally such evidence when necessary in court, being prepared to respond to questioning and defend any actions taken.</p>	<p>a) Ensures consistency of enforcement through review of recommendations for formal enforcement action and the delivery of advice and support to OVs within their span of control.</p> <p>b) Achieves legislative compliance through joint-working and the building of effective relationships with FBOs with their span of control as an alternative to formal action.</p> <p>c) Provides appropriate enforcement policy and procedural advice to OVs within their span of control, and makes decisions as regards escalation of action required, giving appropriate feedback.</p>	<p>a) Works with other specialists (internal and external) to develop Enforcement Policy.</p> <p>b) Liaises with industry representatives to develop understanding of various roles, responsibilities and viewpoints within the meat industry (FBO, FSA, DEFRA, and FSA).</p> <p>c) With other specialists, reviews and agrees on recommendations for investigation, taking into account public interest, and gives appropriate feedback to operational colleagues to improve processes.</p>	

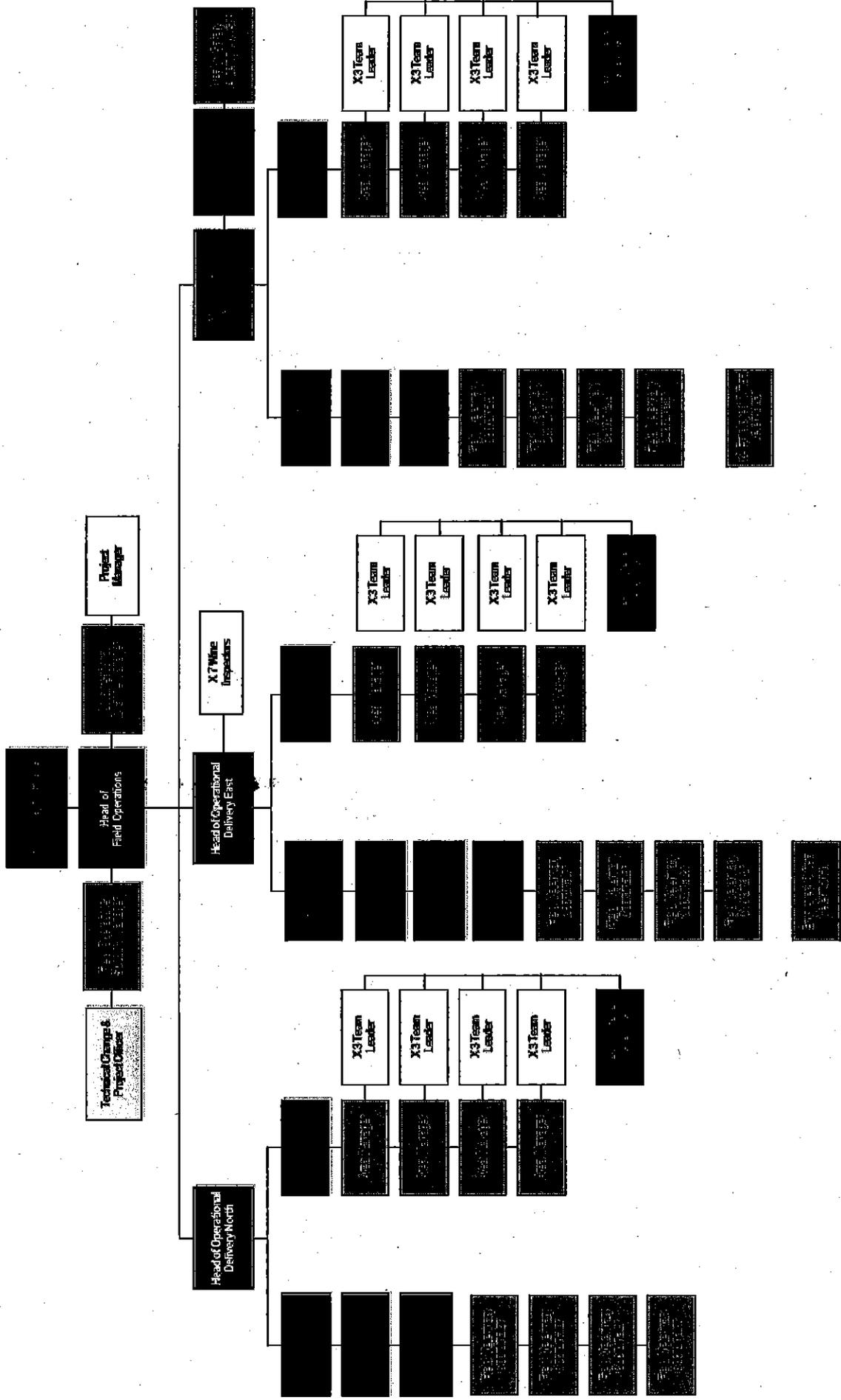
# APPENDIX H AUTHORISATION PROCESS



# APPENDIX I FSA FIELD OPERATIONS REGION AND AREA MAP



# APPENDIX J FSA FIELD OPERATIONS MANAGEMENT STRUCTURE



**APPENDIX K cOA RESOURCE REQUEST**

Date of request

Dear *[name of recipient]* of *[company name]*

We would like inform you that we will require the provision of cOA resource/s  
for:

Plant Number & Name –

No of cOAs -

On *[dates]* or between *[dates]*

With this notification, we comply with the minimum notice period of 7 working days for staff required on an established basis or 2 clear working days for short notice requests as required by Schedule 2 of the contract.

Regards

*[Insert name, job title and area]*



Food  
Standards  
Agency  
food.gov.uk

## APPENDIX L cOA RESOURCE – NOTICE OF CANCELLATION

Date

Dear *[name of recipient]* of *[company name]*

We would like inform you that we will no longer require the provision of cOA resource/s previously booked for:

Plant Number & Name –

No of cOAs -

On *[dates]*

With this notification, we comply with the minimum notice period of 2 clear working days for cancellation of staff as required by Schedule 2 of the contract.

Regards

*[Insert name, job title and area]*

## **APPENDIX M PROVISION OF EQUIPMENT**

FSA will supply contract staff with a safety helmet with FSA logo.

The supplier is required to supply their staff with equipment including those listed below, dependant on the role and duties being undertaken. Please note this list is neither prescriptive nor exhaustive. It is the supplier's responsibility to adapt to changes in health, safety and wellbeing requirements.

### **PPE**

- Stethoscope
- Thermometer
- Victorinox knives: 6" / 15cm boning knife or equivalent
- Scabbard (if required)
- Norton india oilstone (fine / coarse finishes) or equivalent
- Bobet sharp easy spring tensioned steel or equivalent
- Chainmail glove: to be worn on the non knife hand, to cover the hand or the hand and forearm.
- Safety wellingtons white and/or green as required to meet ISO 20345 S4 CI
- Suitable hearing protection to meet the health and safety requirements of the premises in which staff are delivering services.

### **OTHER ITEMS**

- Sharpening steel or dick steels fine cut (round or oval).
- Temperature probe calibrated annually to -18°C, 0°C, +4°C, +7°C, +37°C and +82°C.
- Digital camera or a camera phone (Microsoft Lumia 640 LTE), with a minimum of 5 megapixels, a zoom and flash and a separate SD card.
- Data enabled mobile phone with good network coverage for the area that staff are delivering the services.

### **LAUNDRY**

The supplier is required to provide laundry for its staff to deliver these services.

- For laundered garments the material must have a minimum of 35% cotton in polycotton and weight of 245 gsm.
- Disposable garments must meet the specification for protective clothing for use against solid particulates (Type 5) or protective clothing for use against liquid chemicals (Type 6). Type 5 and Type 6 disposables must comply with EN340:2003.

## **IT Equipment**

The following is the minimum specification for the provision of IT equipment to be used in the delivery of this contract. . It is the supplier's responsibility to adapt to changes in technology:

### **Office based staff**

- Lenovo ThinkPad X230 - NZD5RUK i5 3320M 3.3ghz 500gb Hard Drive 4gb DDR3 1600Mhz Memory Fingerprint reader Bluetooth 4.0 Centrino Advanced N6205 (2x2AGN 720p HD Camera 6 Cell Battery Win 7 64. Part Number: NZD5RUK or equivalent.

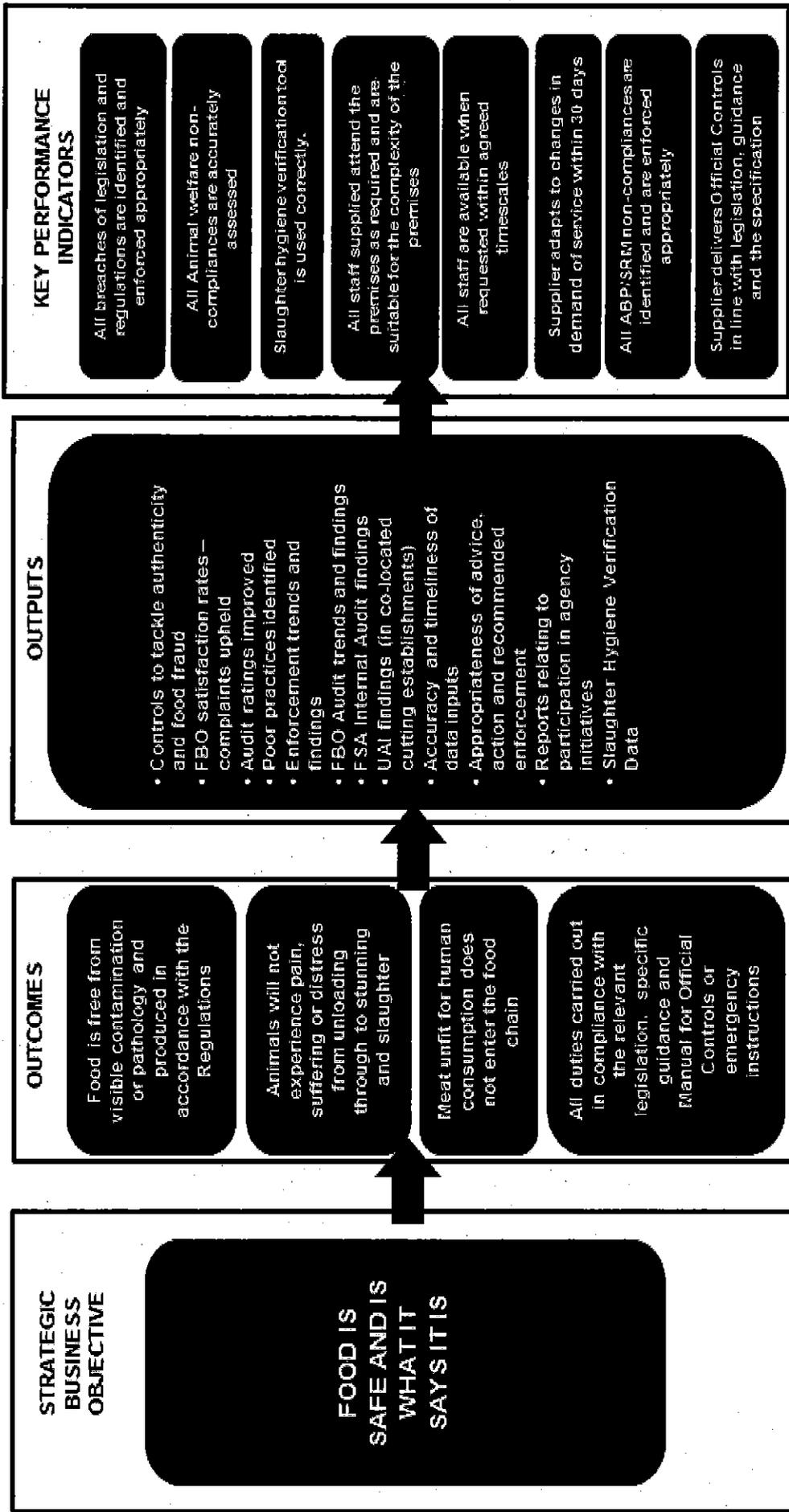
### **Field Based Staff**

- Toshiba R830-138, Core i5-2520M 2.50Ghz, Windows 7 Professional 64 Bit, 13.3", 4 GB RAM, 500 GB HDD, DVDSM, 3G, 802.11 agn, Webcam, Bluetooth, 6 Cell Battery. Part Number: PT321E-01F00YEN or equivalent.
- USB storage devices to enable off-line data storage as required

### **Protocol For Secure Data Handling From Cameras**

- Cameras must only be used for official business and supplier must have protocols in place for ensuring this is complied with.
- Suppliers must have multiple SD cards for official business use.
- Data from SD card must be downloaded on to a secure device or network
- SD card must be "wiped" after successful download.
- Process will be monitored by Internal Audit (led by Operations)

# APPENDIX N PERFORMANCE MANAGEMENT FRAMEWORK



**Key Performance Indicators**

<b>Category</b>	<b>Compliant</b>	<b>Non- Compliant</b>	<b>Service Failure</b>
<b>Availability and Capacity Management Arrangements</b>	All staff supplied when requested in line with the agreed notice period or staff are not available but the issue is resolved by the supplier in a timely and appropriate manner.	Required number of staff not available when requested in line with the agreed notice period but minimal detrimental consequences to the FBO or FSA Team and the supplier does not resolve the issue in a timely and appropriate manner.	Required number of staff not available or no staff available when requested in line with the agreed notice period with detrimental consequences for the FBO and/or FSA Team and the issue is not resolved by the supplier
<b>Attendance (Capacity, Capability and Management Arrangements)</b>	All staff attend premises on time as required, meet the requirements of the job specifications and are suitable for plant complexity. This includes delays that are outside the control of the supplier, (traffic accident, road closure) or staff are late but the issue is isolated and is resolved appropriately by the supplier	Repeated instances of late attendance by staff, and/or staff do not meet the requirements of the job specifications and/or staff are not suitable for the complexity of the plant but minimal detrimental consequences for the FBO and/or FSA Team which is not appropriately resolved by the supplier	Staff turned up later than the required start time and/or staff did not turn up at all and/or staff does not meet the requirements of the job specifications and/or staff not suitable for the complexity of the plant with significant detrimental consequences to the FBO and/or the FSA team and the issue is not resolved by the supplier.
<b>Flexibility (Financial/ Commercial and Management Arrangements)</b>	Supplier adapts to changes in demand for service within 30 days of notice given	Supplier takes between 30 and 35 days to adapt to changes in demand for service when notice given	Supplier takes more than 35 days to adapt to changes in demand for service when notice is given
<b>Delivery of Official Controls</b>	Supplier delivers Official Controls in compliance	Supplier does not deliver Official Controls in	Supplier does not deliver Official Controls in compliance with the

	with the legislation, guidance and the contract specification	compliance with the legislation, guidance and the specification with no detrimental consequences to the FBO and/or the FSA team and/or animal welfare controls and/or public health controls	legislation, guidance and the specification with significant detrimental consequences to the FBO and/or the FSA team and/or animal welfare controls and/or public health controls
<b>Animal Welfare</b> ( <i>Capability, Assurance, Compliance</i> )	The severity of animal welfare non-compliances are assessed accurately by the supplier or errors with no detrimental consequences for animal welfare are resolved efficiently	Case(s) not correctly assessed for the severity of the animal welfare non-compliance (including transport and on farm issues) by the supplier but with minimal detrimental consequences for animal welfare.	Case(s) not correctly assessed for the severity of the animal welfare non-compliance by the supplier resulting in significant detrimental consequences for animal welfare or animal welfare non-compliances (including transport and on farm issues) that were <u>not</u> identified by the supplier and result in significant detrimental consequences for animal welfare.
<b>Slaughter Hygiene Verification</b> ( <i>Capability, Assurance, Compliance</i> )	FSA veterinary reality checks confirm that the supplier is using the SHV tool correctly.	FSA veterinary reality checks identify that the supplier is not using the SHV tool correctly (accurate information in the correct place at the required frequency).	FSA veterinary reality checks confirm that the supplier is not using the SHV tool at all in the month.
<b>ABP/SRM Controls</b> ( <i>Capability, Assurance, Compliance</i> )	FSA veterinary reality checks confirm that the supplier is identifying all FBO non-compliances or errors with no detrimental consequences to the FBO/FSA team and/or	FSA veterinary reality checks confirm that the supplier is not identifying all FBO non-compliances but with minimal detrimental consequences to the FBO and/or FSA Team and/or public health.	FSA veterinary reality checks confirm that the supplier is not identifying all FBO non-compliances with significant detrimental consequences to the FBO and/or FSA Team and/or public health.

	public health are resolved efficiently.		
<b>Enforcement Action</b> <i>(Capability, Assurance, Compliance)</i>	FSA veterinary reality checks do not identify any non-compliance in the plant which has not already been enforced by the OV and the quality of the enforcement is of the required standard or errors with no detrimental consequences to the FBO/FSA Team and/or public health are resolved efficiently	FSA veterinary reality checks identify non-compliances in the plant which have not already been enforced by the OV with minimal detrimental consequences to FBO and/or FSA team and/or animal welfare and/or public health	FSA veterinary reality checks identify non-compliances in the plant which have not already been enforced by the OV with significant detrimental consequences to FBO and/or FSA team and/or animal welfare and/or public health

Please note these specific Key Performance Indicators will be reviewed in the high level quarterly review meetings. Where any single issue/ incident can be deemed to fit into more than one category, the non-compliance should only be scored against the most appropriate.

**Performance:**

**Non-Compliant –Non-compliances in the same Lot within the month.** This will result in the FSA applying the service credit regime. Supplier is to complete an action log to demonstrate how the issue (s) has/have been resolved and measures put in place to prevent re-occurrence.

**Service Failures -** Every instance of service failure will result in FSA applying the service credit regime. For service failures the supplier must produce an action plan detailing why the service failure occurred, how this has been rectified and how this will be prevented from happening in the future, not only at the premises in which the failure occurred but in all other premises that the supplier is contracted to provide a service within the Lot. If the service failure is not agreed by FSA that it is closed within the month, it will roll over into the next month.

**Service Credit Regime:**

Non-Compliant – A service credit of 0.25% of the value of the monthly invoice of the supplier for the Lot, in which the non-compliance has occurred, will be applied for every repeated instance of non-compliance in a rolling 3 month period within the same category within the Lot.

Service Failures – A service credit of 0.5% of the value of the monthly invoice of the supplier for the Lot will be applied for every instance of a service failure.

Capping of Service Credits – Service Credits, raised as result of both non-compliances and service failures, will be limited to 1/12<sup>th</sup> of 5% of the lot value for the rolling 3 month period.



## APPENDIX P LEGISLATIVE REQUIREMENTS, ACTS AND POLICIES

<b>Acts</b>	refers to individual Acts as documented
<b>Code of Practice on Government Information</b>	<a href="http://webarchive.nationalarchives.gov.uk/+http://www.dca.gov.uk/foi/ogcode">http://webarchive.nationalarchives.gov.uk/+http://www.dca.gov.uk/foi/ogcode</a>
<b>Companies Act 1985</b>	<a href="http://www.legislation.gov.uk/ukpga/1985/6/contents">http://www.legislation.gov.uk/ukpga/1985/6/contents</a>
<b>Companies, Financial Services &amp; Banking Acts</b>	<a href="http://www.legislation.gov.uk/ukpga/2006/46/contents">http://www.legislation.gov.uk/ukpga/2006/46/contents</a> <a href="http://www.legislation.gov.uk/ukpga/2012/21/contents/enacted">http://www.legislation.gov.uk/ukpga/2012/21/contents/enacted</a> <a href="http://www.legislation.gov.uk/ukpga/2009/1/pdfs/ukpga_20090001_">http://www.legislation.gov.uk/ukpga/2009/1/pdfs/ukpga_20090001_</a>
<b>Contract (Rights of Third Parties) Act 1999</b>	<a href="http://www.legislation.gov.uk/ukpga/1999/31/contents">http://www.legislation.gov.uk/ukpga/1999/31/contents</a>
<b>Data Protection Requirements</b>	<a href="http://www.legislation.gov.uk/all?title=Data%20Protection%20Act%201998">http://www.legislation.gov.uk/all?title=Data%20Protection%20Act%201998</a>
<b>Disability Discrimination Act 1995</b>	<a href="http://www.legislation.gov.uk/ukpga/1995/50/contents">http://www.legislation.gov.uk/ukpga/1995/50/contents</a>
<b>Employment Equality (Religion or Belief) Regulations 2003</b>	<a href="http://www.legislation.gov.uk/all?title=Employment%20Equality%20%28Religion%20or%20Belief%29%20Regulations%202003">http://www.legislation.gov.uk/all?title=Employment%20Equality%20%28Religion%20or%20Belief%29%20Regulations%202003</a>
<b>Employment Equality (Sexual Orientation) Regulations 2003</b>	<a href="http://www.legislation.gov.uk/all?title=Employment%20Equality%20%28Sexual%20Orientation%29%20Regulations%202003">http://www.legislation.gov.uk/all?title=Employment%20Equality%20%28Sexual%20Orientation%29%20Regulations%202003</a>
<b>Environmental Information Regulations</b>	<a href="http://www.legislation.gov.uk/all?title=Environmental%20Information%20Reg">http://www.legislation.gov.uk/all?title=Environmental%20Information%20Reg</a>
<b>European and UK Health and Safety Legislation</b>	<a href="https://osha.europa.eu/en/legislation/">https://osha.europa.eu/en/legislation/</a> <a href="https://osha.europa.eu/en/oshnetwork/focal-points/united-kingdom/index_html">https://osha.europa.eu/en/oshnetwork/focal-points/united-kingdom/index_html</a>
<b>Food Hygiene Animal Welfare Legislation</b>	<a href="http://ec.europa.eu/food/food/biosafety/hygienelegislation/comm_rules_en.htm">http://ec.europa.eu/food/food/biosafety/hygienelegislation/comm_rules_en.htm</a> <a href="http://www.legislation.gov.uk/ukpga/2006/45/contents">http://www.legislation.gov.uk/ukpga/2006/45/contents</a>
<b>Freedom of Information Act 2000 (FOIA)</b>	<a href="http://www.legislation.gov.uk/ukpga/2000/36/contents">http://www.legislation.gov.uk/ukpga/2000/36/contents</a>
<b>FSA Compliance and Enforcement Strategy</b>	<a href="http://www.food.gov.uk/enforcement/enforcework/">http://www.food.gov.uk/enforcement/enforcework/</a>
<b>FSA Diversity Policy Objectives</b>	<a href="http://food.gov.uk/multimedia/pdfs/diversity-report-objectives.pdf">http://food.gov.uk/multimedia/pdfs/diversity-report-objectives.pdf</a>
<b>Health and Safety at Work Act 1974</b>	<a href="http://www.legislation.gov.uk/ukpga/1974/37/contents">http://www.legislation.gov.uk/ukpga/1974/37/contents</a>
<b>Income and Corporation Taxes Act 1988</b>	<a href="http://www.legislation.gov.uk/ukpga/1988/1/contents/enacted">http://www.legislation.gov.uk/ukpga/1988/1/contents/enacted</a>
<b>Insolvency Act 1986</b>	<a href="http://www.legislation.gov.uk/ukpga/1986/45/contents">http://www.legislation.gov.uk/ukpga/1986/45/contents</a>
<b>Late Payment of Commercial Debts (Interest) Act 1998</b>	<a href="http://www.legislation.gov.uk/ukpga/1998/20/contents">http://www.legislation.gov.uk/ukpga/1998/20/contents</a>
<b>Meat Industry Guide to Food Safety (MIG)</b>	<a href="http://food.gov.uk/business-industry/meat/guidehygienemeat">http://food.gov.uk/business-industry/meat/guidehygienemeat</a>
<b>Mental Health Act 1983</b>	<a href="http://www.legislation.gov.uk/ukpga/1983/20/contents">http://www.legislation.gov.uk/ukpga/1983/20/contents</a>

## APPENDIX Q TABLE OF ABBREVIATIONS

<b>Abbreviation</b>	<b>Meaning</b>
AM	AREA MANAGER (FSA)
AMI	ANTE MORTEM INSPECTION
ABP	ANIMAL BY PRODUCTS
cOA	CONTRACT OFFICIAL AUXILLIARY
cOV	CONTRACT OFFICIAL VETERINARIAN
FBO	FOOD BUSINESS OPERATOR
FCI	FOOD CHAIN INFORMATION
FSA	FOOD STANDARDS AGENCY
FVC	FIELD VETERINARY COORDINATOR
FVL	FIELD VETERINARY LEADER
HOD	HEAD OF OFFICIAL DELIVERY (FSA)
ITT	INVITATION TO TENDER
KPI	KEY PERFORMANCE INDICATOR
MOC	MANUAL FOR OFFICIAL CONTROLS
OGD	OTHER GOVERNMENT DEPARTMENTS
OM	OPERATIONS MANAGER (FSA)
OPOAO	OTHER PRODUCTS OF ANIMAL ORIGIN
OTM	OVER THIRTY MONTHS
PMI	POST MORTEM INSPECTION
pOV	PROBATIONARY OFFICIAL VETERINARIAN
RTE	READY TO EAT
SLA	SERVICE LEVEL AGREEMENT
SOR	STATEMENT OF RESOURCE
SRM	SPECIFIED RISK MATERIAL
tOA	TRAINEE OFFICIAL AUXILLIARY
TSE	TRANSMISSIBLE SPONGIFORM ENCEPHALOPATHIES