



Date: 22nd April 2021

Ref: FS306009



Supply of 'Trade reorientation and implications for high risk foods and regulatory bodies'

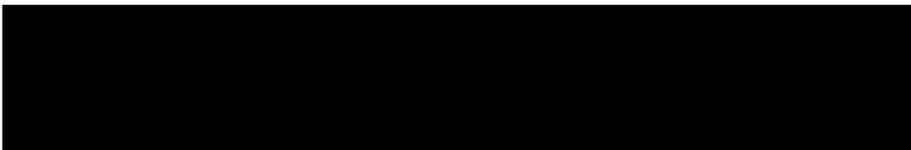
Following your tender proposal for the supply of **FS306009 - Trade reorientation and implications for high risk foods and regulatory bodies** to The Food Standards Agency we are pleased to confirm our intention to award this contract to you.

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

We thank you for your co-operation to date and look forward to forging a successful working relationship resulting in a smooth and successful delivery of the deliverables. Please confirm your acceptance of the Conditions by signing and returning the Order Form to fsa.procurement@food.gov.uk at the above address within 7 days from the date of this Order Form. No other form of acknowledgement will be accepted. Please remember to include the reference number above in any future communications relating to this contract.

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

Yours sincerely



Order Form

1. Contract Reference	FS306009	
2. Date	22 nd April 2021	
3. Buyer	Food Standards Agency Foss House, 1-2 Peasholme Green, York YO1 7PR	
4. Supplier	[REDACTED]	
5. The Contract	<p>The Supplier shall supply the deliverables described below on the terms set out in this Order Form and the attached contract conditions ("Conditions") and any Annexes.</p> <p>Unless the context otherwise requires, capitalised expressions used in this Order Form have the same meanings as in Conditions.</p> <p>In the event of any conflict between this Order Form and the Conditions, this Order Form shall prevail.</p> <p>Please do not attach any Supplier terms and conditions to this Order Form as they will not be accepted by the Buyer and may delay conclusion of the Contract.</p>	
6. Deliverables	Goods	None
	Services	As detailed in: Annex 2 – Specification and Annex 4 – Suppliers Technical Proposal
7. Specification	The specification of the Deliverables is as set out in Annex 2 - Specification	
8. Term	<p>The Term shall commence on 5th May 2021 and the Expiry Date shall be 4th October 2021, unless it is otherwise extended or terminated in accordance with the terms and conditions of the Contract.</p> <p>The Buyer may extend the Contract for a period of up to 6 months by giving not less than 10 Working Days' notice in writing to the Supplier prior to the Expiry Date. The terms and conditions of the Contract shall apply throughout any such extended period.</p>	

<p>9. Charges</p>	<p>The Charges for the Deliverables shall be as set out in Annex 3 - Supplier's Financial Proposal.</p>
<p>10. Payment</p>	<p>All invoices must be sent, quoting a valid purchase order number (PO Number), to: Accounts-Payable.fsa@gov.sscl.com.</p> <p>Within 10 Working Days of receipt of your countersigned copy of this letter, we will send you a unique PO Number. You must be in receipt of a valid PO Number before submitting an invoice.</p> <p>To avoid delay in payment it is important that the invoice is compliant and that it includes a valid PO Number, PO Number item number (if applicable) and the details (name and telephone number) of your Buyer contact (i.e. Contract Manager). Non-compliant invoices will be sent back to you, which may lead to a delay in payment.</p>
<p>11. Buyer Authorised Representatives</p>	<p>For general liaison your contact will be</p> <div style="background-color: black; width: 100%; height: 50px; margin-top: 5px;"></div>
<p>12. Address notices for</p>	<p>Buyer: FSA.procurement@food.gov.uk</p> <div style="background-color: black; width: 100%; height: 30px; margin-top: 5px;"></div>
<p>13. Key Personnel</p>	<p>As detailed in Annex 4 – Suppliers Technical Proposal</p>
<p>14. Procedures and Policies</p>	<p>The Buyer may require the Supplier to ensure that any person employed in the delivery of the Deliverables has undertaken a Disclosure and Barring Service check.</p> <p>The Supplier shall ensure that no person who discloses that he/she has a conviction that is relevant to the nature of the Contract, relevant to the work of the Buyer, or is of a type otherwise advised by the Buyer (each such conviction a "Relevant Conviction"), or is found by the Supplier to have a Relevant Conviction (whether as a result of a police check, a Disclosure and Barring Service check or otherwise) is employed or engaged in the provision of any part of the Deliverables.</p>



Date: 29 TH APRIL 2021	Date: 30th April 2021



Annex 1 – Authorised Processing Template

Contract:	FS306009
Date:	
Description Of Authorised Processing	Details
Subject matter of the processing	No personal data is approved for processing in delivering this contract.
Duration of the processing	
Nature and purposes of the processing	
Type of Personal Data	
Categories of Data Subject	

Annex 2 – Specification

GENERAL INTRODUCTION

1. The Food Standards Agency is a non-ministerial government department working across England, Wales and Northern Ireland to protect public health and consumers' wider interest in food and feed.
2. The Agency is committed to openness, transparency and equality of treatment to all suppliers. To support these principles, for science projects the final project report will be published on the [Food Standards Agency website](#). For science projects, we will also encourage contractors to publish their work in peer reviewed scientific publications wherever possible. In line with the Government's Transparency Agenda, which aims to encourage more open access to data held by government, the Agency is developing a policy on the release of underpinning data from all of its science and evidence-gathering projects.
3. Data should be made freely available in an accessible format, as fully and as promptly as possible. Consideration should be given to data management as new contracts are being negotiated. Resource implications for this should be accounted for. The mechanism for publishing underpinning data should allow the widest opportunity to enable its re-use. Where possible, underpinning data should be included in the final project report. When data is included in the final report in pdf format, it should also be published separately in a format that can be used for further analysis. Large data sets can be provided separately in an annex to the report, and published, where possible, alongside the final report online.
4. Where it is more appropriate to publish underpinning data in an existing database, archive, repository or other community resource, or for data to be saved in a specialist proprietary format, information should be provided on how the data can be accessed. There will be some circumstances where release of data may need to be restricted or anonymised for reasons of commercial and/or personal sensitivities.

A. SPECIFICATION

Strategic Need

5. The FSA's mission is food we can trust, and its vision includes the goal that food is safe. One of the FSA's responsibilities is to protect the public from risks associated with imported food by implementing appropriate border controls for high-risk food and feed not of animal origin and by overseeing delivery of controls conducted by Port Health Authorities (PHAs). To achieve this, the FSA has developed a strategic surveillance approach to monitor changes in trade patterns and identify potential emerging risks as early as possible, by making better use of available data. For example, food safety alerts from various sources are automatically collated, compared to historic trends and visualised in a dashboard by FSA Data Scientists. Such work makes information easier to consume, enabling the FSA to adapt import policies according to public health risks, to ensure that sufficient controls are in place to protect UK consumers. The outputs of this project will be used to complement this strategic surveillance approach by addressing the two research questions identified below.
6. From 1st January, the UK has assumed full responsibility for food safety regulation for imported food and feed. The UK government is committed to maintaining the UK's high food safety standards and existing requirements for food imported from Non-EU countries are therefore maintained. However, if trade patterns with Non-EU countries change in the medium to long term, we could see changes in trade flows which may have a knock-on effect on the rate and frequency of import checks and therefore the regulatory controls currently carried out by Port Health Authorities. We therefore aim to better understand such potential changes in import patterns.
7. The FSA's vision also includes the goal that food consumed in the UK is what it says it is. Our National Food Crime Unit (NFCU) undertakes detection, investigation and prevention activity focussing on serious fraud and related criminality in food supply chains ('food crime'). As the processes for importing goods from the EU have changed since the end of the transition period, some food and feed imports need to meet new import requirements and might be subject to import tariffs (if they do not meet the rules or origin requirements). For example, additional import controls on products of animal origin (POAO) from the EU will be applied in a phased approach, with the requirement to pre-notify the arrival of POAO from 1st April. We would like to augment further our existing understanding of how areas of required vigilance to

food crime, with regards to imported food, might be affected by these changes in trade costs (tariffs and NTMs¹) and the associated changes in trading patterns.

8. The FSA is therefore seeking to commission a study to better understand potential regulatory consequences of changing trade patterns, i.e. how import volumes of selected food and feed could change and how changes in trade costs affect food crime. The bespoke research aims are set out in paragraph 14.

The EU – UK Trade and Cooperation Agreement

9. [The Trade and Cooperation Agreement \(TCA\)](#) is the agreement that governs all aspects of trade between the United Kingdom and the European Union and confirms the rules by which trade can be conducted. The TCA must be taken into account when answering the required research aims as it lays down a new framework for trade between the UK and the EU, affecting aspects such as tariffs, NTMs and transits. The most important changes relevant for this project are summarised below, more details can be found in the [summary of the TCA](#) or [the full TCA](#).

10. Tariffs between the UK and the EU:

- The Agreement establishes zero tariffs or quotas on trade between the UK and the EU, where goods meet the relevant Rules of Origin (RoO) requirements². The agreed RoO ensure that only ‘originating’ goods are able to benefit from the liberalised market access arrangements agreed in the TCA, while reflecting the requirements of UK and EU industry.
- Where EU products being imported to the UK do not comply with rules of origin, they will not be able to benefit from the zero tariffs and will instead pay the [UK Global Tariff \(UKGT\)](#) rate that applies to imports from non-FTA trading partners.
- More details can be found in Title I: Trade in Goods in [the full TCA](#) and in Defra’s Rules of Origin guidance (to be provided by the FSA).

¹ Non-tariff Measures

² The Rules of Origin (RoO) are used to determine the “economic nationality” of a product and are used by customs authorities to classify where an export has come from in order to work out tariffs and restrictions.

11. All subsequent references to 'tariffs' only refer to Non-EU products or EU products whereby these products do not meet Rules of Origin requirements.

12. Non-tariff measure (NTM) requirements:

- The UK government is implementing a phased introduction of Sanitary and Phytosanitary (SPS) checks for animal products and high-risk food and feed not of animal origin imported from the EU to Great Britain from 1st January, detail of which can be found in the [Border Operating Model](#).
- The Border Operating Model also covers the requirements for non-EU third country high-risk food and feed products (POAO³ and HRFNAO⁴), placed on the EU market before being imported into Great Britain.
- These controls include the requirement for:
 - Import pre-notifications and health certification (such as an Export Health Certificates⁵ or Phytosanitary Certificates⁶) required in stages for animal products in January, April and July 2021.
 - Identity and physical checks at destination or other approved premises on certain goods from January to July 2021.
 - Entry via a point of entry with an appropriate Border Control Post (BCP) from July 2021.
 - Identity and physical checks at BCPs from July 2021.
- The TCA establishes a framework for the UK and EU to regularly review whether both parties can streamline their respective sanitary and phytosanitary (SPS) border controls in future.

³ Products of animal origin

⁴ High-risk food not of animal origin

⁵ An Export Health Certificate is an official document that confirms that a product meets the health requirements of the destination country. For most products of animal origin, this will require the consignment to be inspected by an Official Veterinarian.

⁶ A Phytosanitary Certificate is an official document that certifies that the material has been inspected, is considered free from quarantine and other pests, and that it conforms to the plant health regulations of the importing country.

Research Aims

13. The research should answer the following research questions:

- A. How could UK import volumes of selected food and feed commodities from Non-EU countries change due to changing trade relationships in the medium to long term?
- B. Where import patterns of food products are anticipated to change, are there areas of required vigilance with regards to food crime threats? For example, are there indications that new trade costs (NTMs and tariffs) will affect the likelihood of substitution, adulteration (e.g. with cheaper ingredients) or misrepresentation in terms of their provenance, country of origin or premium status? If so, what are the anticipated effects? The question should be answered at product level (and trading partner level where necessary).

14. At the time of writing, some of the details about how the [Trade and Cooperation Agreement \(TCA\)](#) between the EU and the UK will be implemented remain uncertain. It might therefore be necessary to make minor changes to the overall research objectives, which will be agreed with the successful tenderer. It is also possible that circumstances might change during the contract. For example, the NFCU might receive additional intelligence that impacts the scope of commodities to focus on. As a result, the tenderer should be flexible in dealing with these changes and be receptive to communications with the FSA.

15. The contractor is expected to take into account any future Free Trade Agreements that are made between the UK and other countries.

Methodology

16. The tenderer is expected to propose a suitable and innovative methodology to meet the research aims. A joint proposal from multiple suppliers is encouraged as different levels of expertise might be required to meet all research objectives.

Research Aim A

17. There is an expectation that the tenderer will need to identify and analyse relevant economic indicators of the product markets of interest to indicate the likelihood of changing import patterns. While the contractor is expected to propose relevant indicators, some relevant factors

that the analysis could take into account are listed below (where applicable to the product of interest):

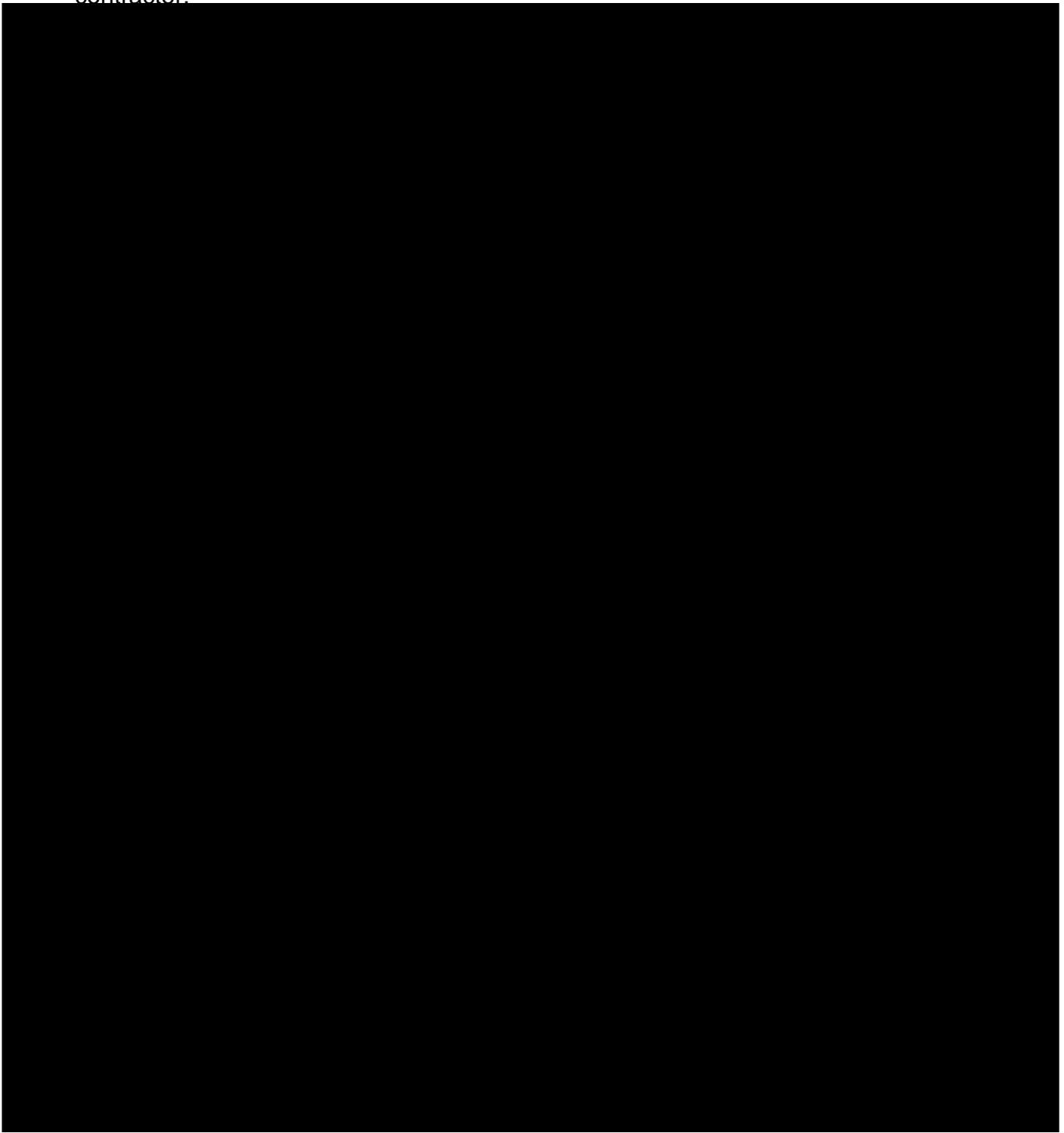
- expected changes to import requirements (and volumes) for POAO imports from the EU which might increase the likelihood for Non-EU products to be exported more;
- expected changes to import requirements (and volumes) for HRFNAO originating in third countries, currently moving via the EU;
- changes in tariffs (since the end of the transition period) for products from Non-EU countries or EU products that do not meet Rules of Origin requirements.
 - From 1st January 2021, the [UK Global Tariff \(UKGT\)](#) schedule now applies to any products imported into the UK from countries which the UK does not have a Free Trade Agreement (FTA) with; this [look-up tool](#) can be used to check the UK's tariff rates.
 - Previously, UK imports from Non-EU countries (which the EU did not have an FTA with) were subject to the EU Common External tariff (CET); the European Commission's [TARIC database](#) can be used to check the "third country duty" (CET) and other tariffs on products entering the EU.
- level of NTMs applicable to the product and country of interest;
- current trade patterns of the commodity (e.g. which countries are major exporters of the commodity). Trade data can be extracted using the FSA's [UK Trade Data Visualisation Tool](#), an application which allows you to access and analyse HMRC trade data downloaded from [UKTradeInfo](#);
- likelihood of future trade agreements;
- other relevant supply- and demand-side factors affecting the likelihood of changing trade patterns of the markets of interest (e.g. growth potential, capacity constraints, etc).

18. Once the project commences, the FSA and the contractor jointly will review the contractor's proposed relevant economic indicators and agree on which indicators to include in the analysis.

19. We appreciate the complexity of projecting changes to import volumes and do not expect the contractor to build a robust empirical model. Rather, we expect the contractor to use relevant quantitative indicators (e.g. tariffs and NTMs) to explore how import volumes could change.

20. Where possible, the impact of Covid-19 on import volumes should be disentangled from the impact of changing trade relationships. The impact of Covid-19 should not be considered in this analysis.

21. The following list contains selected products that are potentially hazardous but not currently regulated. These products must be included in the analysis. The contractor is encouraged to suggest additional products of interest or ways to identify products of interest. Additional products and countries might also be added by the FSA before the work commences. The final list of commodities and countries to be assessed will need to be agreed by the FSA and the contractor.



22. If possible, at least some of the work should be done at a HS6 or CN8 commodity code level, as that is the level at which HRFNAO regulations are applied.⁷ For example, only specific CN8 codes in HS6 081120 are subject to regulatory controls, including “raspberries, uncooked or cooked by steaming or boiling in water, frozen, unsweetened” (08112031) from certain countries. As the feasibility of this level of granularity will depend on the proposed method, the final level of detail can be agreed between the FSA and the successful tenderer.

Research Aim B

23. The tenderer will need to provide an assessment of the potential impacts that new trade costs (NTMs and tariffs) could have on different types of food crime. The assessment should consider both potential behaviour changes in existing patterns of food crime and new areas of food crime that could emerge as a result of changing trade costs and any associated changes in trading patterns. There is an expectation that this will be based on a combination of an evidence review, economic theory, analysis of empirical data and interviews with the FSA (and potentially external stakeholders). The assessment should take into account findings from research aim A (where applicable), any other economic incentives as well as the likelihood of food crime based on historic and current practices. In order to answer the question, primary research with relevant stakeholders from industry and public institutions might also be required to inform and validate the tenderer’s findings.

24. The tenderer will need to consider the [Food Crime Strategic Assessment 2020](#) published by the FSA’s National Food Crime Unit (NFCU). This should be used as baseline information to assess what is already known by the FSA and should act as one of the starting points for the tenderer to begin the assessment, alongside other literature and academic commentary on this theme. The tenderer should look to build on the FSA’s existing knowledge by focusing on how food crime risks for particular commodities are catalysed or diminished by trade measures.

⁷ For a list of all regulated HRFNAO, see the following page on the [FSA’s website](#).

25. The analysis will need to be product-specific and, where appropriate, specific to the UK's trading partners. The analysis should focus on products that are most at risk of being subject to food crime and those for which import procedures have changed or are going to change the most. Once the project has commenced, the successful tenderer will be expected to derive a proposed list of products based on information provided by the FSA and an evidence review. We do not expect this list to be included in the research proposal.
26. Research aim B can be partly informed by research aim A; however, this is not a requirement. The products selected for analysis for research aim B are not limited to those selected for research aim A. The list of products will be agreed between the contractor and the FSA.
27. Where possible, the impact of Covid-19 on food crime should be disentangled from the impact of changing import patterns. The impact of Covid-19 should not be considered in this analysis.

Deliverables

28. **Output 1 (research aim A)** An economic profile of each of the product markets of interest with a conclusion on the likelihood that import patterns of that product are going to change in the medium to long term. The exact format of the final deliverable (research report, dashboard, spreadsheet) can be agreed, but it must include:
- descriptive statistics of the baseline (e.g. current volume and trade route of exports to the UK, current trading partners, current tariffs, etc.);
 - a multicriteria model which uses relevant indicators (e.g. tariffs, NTMs, current trade patterns, expected changes to import requirements, likelihood of future trade agreements, other relevant supply- and demand-side factors etc.) to indicate how trade flows might change. The exact format of this multicriteria model can be agreed. All (cleaned) input data, results, links / access to all relevant sources and a complete list of assumptions, caveats and model limitations must be included, in addition to any code used (if applicable). Where assumptions need to be made to derive results, sensitivity analysis of those assumptions must be carried out. A key requirement of the output is that it must be replicable and adjustable by FSA Analysts or Data Scientists after the end of the project to adjust for changing input factors (e.g. future changes to trade flows, tariffs or other input factors that were used).
 - all electronic files which have been used as inputs or produced as (intermediate or final) outputs. The FSA's preferred format for numerical data are .xlsx files, but the data format

can be agreed with the supplier. If coding has been used, the full code will be made available to the FSA in a clearly described format.

- a methodology paper outlining how the results have been derived. The paper should be written in non-technical language. The exact format is to be agreed between the FSA and the contractor. In addition, the contractor should write a short summary report outlining the methodology used written in technical language.

29. Output 2 (research aim B): For each product (to be agreed), an assessment of the potential impacts that trade costs (NTMs and tariffs) could have on different types of food crime. The exact format of the deliverable (research report, dashboard, spreadsheet) can be agreed, but it must include:

- An assessment of potential changes to food crime based on agreed (qualitative and quantitative) criteria; this assessment should be based on research findings from secondary research and primary research as applicable (as outlined under 'methodology'); a quantitative output, estimating the impact of trade costs on food crime based on empirical data is **optional**; The assessment must be specific to the trading partner where appropriate.
- All electronic files which have been used as inputs or produced as (intermediate or final) outputs. The FSA's preferred format for numerical data are .xlsx files, but the data format can be agreed with the supplier. If coding has been used, the full code will be made available to the FSA in a clearly described format.
- A methodology paper outlining how the results have been derived. The paper should be written in non-technical language. The exact format is to be agreed between the FSA and the contractor.

30. Output 3: PowerPoint presentations summarising key (intermediate and final) research findings and recommendations to be delivered in regular project update meetings and at the end of the project.

31. Once the contract has been granted, the FSA and the contractor will identify and agree on what would be a minimally acceptable outcome, a good outcome, and a perfect outcome for the project.

32. All reports should be delivered in reporting format 1:3:25, where 1 refers to a one-page project summary, 3 refers to the executive summary and 25 refers to the full report (excluding annexes). The executive summary should refrain from simply bulleting the points in the main report, but should consider what the findings mean in a wider policy context; tenders are asked to comment on this format, if the format is not suitable for the research being proposed. The report should contain an executive summary and be provided in electronic format (word and PDF). All reports should be produced with the intention of web publication and must meet as a minimum AA accessibility requirements as set out in [WCAG 2.1](#).
33. Usually reports require two rounds of substantive comments by FSA officials for clarification (and any other parties involved in the project as appropriate) and a final round to finalise minor outstanding comments. Unless otherwise agreed, the project manager will co-ordinate comments and provide them to the contractor and all responses will be recorded. The final report will be subject to external peer review, following which further amendments may be required. Contractors should agree the timetable for reporting and publication with the project officer but should note that FSA normally expect three weeks to provide a co-ordinated response per round of substantive comments. Please confirm in your proposal how you will meet FSA's requirements for reporting.
34. The Agency is committed to openness and transparency. As well as the final project report being published on the [Food Standards Agency website](#), we encourage contractors to publish their work in peer reviewed scientific publications wherever possible. Also, in line with the Government's Transparency Agenda which aims to encourage more open access to data held by government, the Agency is developing a policy on the release of underpinning data from all its science- and evidence-gathering projects. Underpinning data should also be published in an open, accessible, and re-usable format, such that the data can be made available to future researchers and the maximum benefit is derived from it. The Agency has established the key principles for release of underpinning data that will be applied to all new science- and evidence-gathering projects which we would expect contractors to comply with. These can be found at [this page of the FSA's website](#).

Quality Standards

35. All reporting must be of publishable standard. Reports are expected to have been proofread before submission to the FSA. Copies of the final report should be provided in MS Word and must be produced in line with legislated accessibility requirements for web publication, meeting [WCAG 2.1](#) AA standards as a minimum. This includes but is not limited to: structuring with heading styles, applying alternative text to images, including metadata, ensuring correct tagging, embedding links in meaningful text, checking for a logical reading order in the tagging menu, ensuring colour contrast of 4.5.1 as a minimum and including no text in a size below 12pt. Any intention to include complex tables and flow charts should be subject to scrutiny and extra consideration due to the impact of such formatting on the document's accessibility.
36. A quality plan should be included within the proposal, demonstrating internal quality assurance procedures and how the contractor will achieve high quality outputs to time and budget. It is desirable, not essential, for tenderers to hold ISO 9000 – Quality management.⁸
37. All modelling must be quality assured and documented. Contractors should include a quality assurance plan that they will apply to all research tasks and modelling.
38. The QA plan should document the specification identifying the question to be answered and the scope and context of the model. An outline of the model design should also be included. At the start of the project, the model requirements and the preferred modelling approach will be documented and finalised after sign-off by the FSA.
39. The QA plan should also include a detailed testing plan which should include:
- Tests to compare the model to its original specification.
 - Measures of the quality of the model assumptions, including sensitivity analysis of all key assumptions.
 - An assessment of the input data quality.
 - Checks of the code and its logic.
 - Checks of the accuracy of the outputs and measures of the uncertainty associated with key estimates.

⁸ More detail available at the [International Organisation for Standardisation's website](#).

- Any sensitivity testing to support the testing mentioned above.
- Usability testing of the model in its final form.

40. The testing plan should state who will do the testing. Testing should be conducted independently by someone outside the main modelling team.

41. The QA plan should include the proposed approach to audit model development. A data log should describe all inputs into the model, their origin, appropriateness and limitations. During modelling, all assumptions of the model should be clearly logged, validated and agreed with the FSA. All decisions should also be recorded during modelling. The QA plan should explain how the testing and its results will be recorded, along with any issues encountered, resulting changes and re-testing.

42. The final model should be handed over to the FSA in a usable and well-documented state including a full record of all AQA activities that were carried out. User and technical guides should be provided, including a model map. The FSA will then arrange for a peer-review of the model and the reports before publication.

Supporting information on imported food controls

43. High-risk food is subject to border controls upon entry to the UK, including all products of animal origin (POAO) and certain food not of animal origin (FNAO) from certain countries.

44. From the end of the transition period, certain directly applicable EU legislation, including in relation to imported food and feed, has been converted into UK law. The [European Union \(Withdrawal\) Act](#) provides powers to make corrections to retained EU law, so that it operates effectively as UK law. These corrections have been made by way of statutory instruments (SIs). The FSA EU exit SIs were laid as planned in preparation for the UK leaving the EU on the original date of 29 March 2019. Additional SIs have been laid to keep pace with changing legislation in the EU. All exit related SIs are published on [legislation.gov.uk](#) and include 'EU Exit' in their title.

45. The implementation of controls for EU high risk foods will be phased over the first half of 2021.

Products of Animal origin (POAO)

46. The Official Controls [Regulation \(EU\) 2017/625](#) is the overarching legislation addressing official controls and other official activities performed to ensure the application of food and feed law, rules on animal health and welfare, plant health and plant protection products (Official Controls Regulation - OCR). It specified check requirements for all imported POAO.

High-risk food not of animal origin (HRFNAO)

47. There are certain types of food which are considered high risk, and which are subject to documentary checks and laboratory testing at Border Control Posts.

48. Products may be considered high risk if they contain:

- contaminants - mycotoxins and aflatoxins
- pesticides
- salmonella

49. Information on high-risk products, country of origin and the frequency of checks can be found in [Regulation 2019/1793](#) (Opens in a new window). This Regulation consolidates controls for products of non-animal origin, including aflatoxins, pesticide residues, guar gum and microbiological contamination.

Other regulations

50. There are some other food products subject to import restrictions / bans which are less relevant for the scope of this project, including plastic kitchenware from China and GM rice from China. Additional information on imported food controls can be found on:

- This page on [gov.uk](#)
- This page on the [FSA's website](#)

Timings

Suggested research components and reporting timescales are as follows:

TABLE 2. REPORTING TIMESCALE	
Action	Timings
Project Start	05.05.2021
Output 1 (Changes to trade flows)	
Methodology and input factors agreed	31.05.2021
Draft final output	23.08.2021
Final output	25.10.2021
Output 2 (Changes to food crime)	
Methodology and input factors agreed	28.06.2021
Draft final output	27.09.2021
Final output	25.10.2021
Output 3: Final presentation	11.10.2021

51. We are open to some flexibility in the duration of the project (up to 8 months) and the possibility for output 1 and output 2 to commence in parallel.

52. Tenderers must provide a proposed timetable including, dates for outputs and other key dates as appropriate. Critical dates must be marked accordingly. The timetable must allow sufficient time for the Agency to comment on draft research materials including questionnaires, approach letters, etc. and sufficient time for reporting as detailed above. The timetable should also include indicative dates for a start-up meeting and any interim meetings where necessary.

Communication

53. It is expected that the FSA and the contractor will have regular meetings where the contractor shares progress updates. The frequency of these meetings is suggested as being every 2 weeks, however, this can be agreed between the FSA and the contractor.

Personnel

54. Details of all key personnel who will be working on this project must be given. Should any element of this project be subcontracted, this must also be stated in proposals with details of subcontracted companies, their key personnel and working arrangements with subcontractors. Tenderers should demonstrate previous experience of successful delivery of similar projects.
55. The tenderer will be required to appoint a Contract Manager (generally the named Principal Investigator) who will be fully accountable for the delivery of the project against the contract. They will be required to liaise closely with the Agency's nominated project officer.

Data issues

56. Tenderers are asked to respond to each of these sections in relation to this project, this information is in addition to that submitted for the contract. In doing so FSA would draw particular attention to the Contract Terms and Conditions on data security and the commissioning authority's role as the 'data controller' and the contractor's role as the 'data processor'.

Data security

57. Please refer to the Contract Terms and Conditions on data security and outline in your tender any specific issues related to this project. The successful tenderer will be asked to complete a Data Security Questionnaire which will be reviewed by the FSA data security team and will form part of the contract.
58. More information pertaining to data and security can be found in "Annex A – Security and Data", including technical measures that are required by the FSA.

Data permissions and referencing

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

Ethics

60. Tenderers are asked to identify the ethical concerns for this project and how these issues would be addressed.

Cost

61. The proposal must identify all anticipated costs of conducting the work, providing a cost breakdown of staff involvement and days dedicated to the project for each staff member, and all other associated overheads and expenses.

ANNEX A – SECURITY AND DATA

General Data Protection Regulation (GDPR):

General Data Protection Regulation (GDPR) was introduced in the UK from 25th May 2018 and requirements relating to areas including, but not limited to, Privacy by Design, transparency, children's rights, data pseudonymisation, consent mechanisms and Controllers/Processor relationships are particularly relevant to research. The FSA has set out some of its key GDPR considerations below and would be interested in feedback as part of the submission on any challenges that the Tenderer may anticipate in the context of its research approach and how it would address them:

- The FSA expects that it will be a Data Controller as the Research is necessary to inform and assist the FSA in carrying out its Public Task in accordance with the Food Standards Act 1999.
- The FSA expects that the Lead Contractor appointed to carry out this research on its behalf is recognised as a Joint Data Controller or a Data Processor depending on the data collected and the arrangements that are in place for defining data use, transfer and ownership and governance thereof.
- The FSA expects the Lead Contractor to coordinate Sub-processors (any sub-contractors) giving due regard, in accordance with GDPR, as to whether those Sub-processors are also Joint Controllers, Data Controllers or Data Processors when assigning subcontracts.
- The FSA expects that the Lead Contractor will only appoint Sub-processors (any sub-contractors) with the FSA's prior specific or general written authorisation, and impose the same minimum terms imposed on it, on the Sub-processor; and the Lead Contractor will remain liable to the FSA for the Sub-processor's compliance. The Sub-processor must provide sufficient guarantees to implement appropriate technical and organisational measures to demonstrate compliance. In the case of general written authorisation, sub-processors must inform the Lead Contractor who in turn will notify the FSA of intended changes in their Sub-processor arrangements.
- The FSA recognises that parties involved in the project can be both Data Controllers and Data Processors in respect of different elements of data collection and use within the project. The FSA expects that the Lead Contractor will ensure that relationships are clearly defined, not least to facilitate clear communication to Participants in the Research Project about how data is to be collected and used, who is responsible and that clear mechanisms are created for Participants to exercise their rights throughout the research project, and until identifiable data is deleted, by applying very high standards of project coordination and governance.

- The FSA does not expect that any party would conduct aspects of the research project outside or beyond the scope determined by the FSA, but should the Lead Contractor or other parties express an interest in defining further objectives which take the processing of data outside or beyond the scope of the research objectives laid down by the FSA, then the Lead Contractor would be responsible for ensuring the FSA is notified of those objectives and that the necessary contractual terms and governance are in place to ringfence any liabilities arising from GDPR non-compliance in respect of this processing and protect the FSA.
- The FSA expects the Lead Contractor to coordinate the necessary Governance measures across the parties involved in the project as appropriate, to ensure that the project is carried out in a way that is compliant with the highest ethical standards including JCOPR, HRA and MRC guidance and GDPR.
- The FSA expects the Lead Contractor to comply with security obligations equivalent to those imposed on the FSA and coordinate the necessary technical measures across the parties involved in the project to ensure that the project is carried out in a way that is compliant with GDPR. Technical measures that are required by the FSA are in the “TABLE A - FSA SECURITY AND DATA REQUIREMENTS – RESEARCH” to this document. If the Lead Contractor is unable to meet any of these requirements it should inform us as part of the tender submission and outline any compensating mitigations that it has in place.
- The FSA expects in addition to technical requirements outlined that the Lead Controller will coordinate application of high standards of Anonymisation and Pseudonymisation including, where applicable, use of encryption protocols on identifiers as appropriate and access restrictions to those encryption codes/keys within the project. Identifiable data collected and shared in the project should be minimised.
- The FSA expects the Lead Contractor to coordinate the preparation of the Data Protection Impact Assessment (DPIA), if applicable, through to sign off as necessary, implement mitigations and make the DPIA available to the FSA on request.
- The FSA expects the Lead Contractors to maintain a Data Management Plan for the project throughout the data lifecycle alongside the DPIA, and make it available on request.
- The FSA expects the Lead Contractor to have reference projects which demonstrate and ability to coordinate and deliver multi-party research projects particularly where they involve the management of highly sensitive clinical data.

- The FSA expects the Lead Contractor to include in its submission details of any audits by an impartial and competent third party against an appropriate internationally recognised standards to assure us of the quality of their research processes as set out in JCOPR.
- The FSA expects that the Lead Contractor considers and mitigates the risk to Data Subject rights and freedoms as part of the DPIA where proposals include obtaining data using techniques that may have higher privacy risks such as, social media mining, web scraping, artificial Intelligence or any situation where a member may not have a Data Subjects explicit consent.
- The FSA expects the Lead Contractor to ensure that persons authorised to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality and have undertaken the necessary Data Protection training;
- The FSA requires to be made available all information necessary to demonstrate compliance with the obligations laid down in Article 28 GDPR and allow for and contribute to audits, including inspections, conducted by the FSA or another auditor mandated by the FSA - and the Processor shall immediately inform the Lead Contractor and the FSA if, in its opinion, an instruction infringes GDPR or other EU or member state data protection provisions;
- The FSA expects that mechanisms will be put in place to ensure that the FSA is able to carry out its obligations with regard to requests by data subjects to exercise their rights under chapter III of the GDPR, noting different rights may apply depending on the specific legal basis for the processing activity (and notices are put in place to clarify these up-front);
- The Lead Contractor must ensure mechanisms are in place to notify the FSA without undue delay after becoming aware of a personal data breach.

TABLE A - FSA SECURITY AND DATA REQUIREMENTS - RESEARCH

1 GOVERNANCE			
Ref	Category	Requirement	research projects or data analysis
G001	Principles of Security	The Supplier acknowledges that the FSA places great emphasis on the confidentiality, integrity and availability of FSA data and consequentially the security of the system/service	essential
G002	Certification	The Supplier is certified to ISO/EC 27001:2013 by a UKAS approved certification body or included in the scope of an existing certification of compliance of ISO/IEC 27--1:2013	desirable
G003	Certification	The supplier has Cyber Essentials PLUS	essential
G004	Security Testing: IT Health check	The Supplier must be able to provide a copy of the report of an IT Health Check by a CHECK IT supplier and a remedial action plan conducted in the last 12 months of the System/Service/Environment where FSA data will be stored	desirable
G005	Security Testing: IT Health check	The FSA may decide to carry out an FSA led IT Health Check or penetration test of the system/service before go live which the Supplier must support	desirable
G006	Policies and Assurance	The Supplier will provide copies of their data protection policy to the FSA	essential

G007	Policies and Assurance	The Supplier will provide copies of their security patching, protective monitoring, access and security policies to the FSA	desirable
G008	Policies and Assurance	If applicable, the Supplier will work with the FSA to complete a Personal Data Processing Statement as part of the contract	essential
G009	Policies and Assurance	The Supplier will work with the FSA to mitigate any risks assigned to them in the Privacy Impact Assessment if applicable	essential
G010	Policies and Assurance	The Supplier will notify the FSA immediately if they identify a new risk to the components or architecture of the system/service that could impact the security of FSA data, a change in threat profile or proposed change of site	essential
G011	Compliance Audits	The Supplier will support compliance with security assurance audit activity carried out by FSA against these requirements	essential
G012	Incident and Breach Management - reporting	If the Supplier becomes aware of a Breach of Security covering FSA data (including a Personal data breach) the Supplier will inform the FSA at the earliest opportunity	essential
G013	Incident and Breach Management - response	The Supplier must do the following upon becoming aware of a Breach of Security or attempted Breach of Security; Immediately take all reasonable steps necessary to minimise the extent of harm caused; remedy such Breach of Security to the extent possible; apply a mitigation against any such Breach of Security; and prevent a further Breach of Security in the future which exploits the same root cause failure.	essential

G014	Incident and Breach Management - analysis	following the Breach of Security or attempted Breach of Security the Supplier must provide to the FSA full details of the Breach of Security or attempted Breach of Security, including a root cause analysis where required by the FSA.	essential
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2 SECURITY

Ref	Category	Requirement	research project or data analysis
S001	End User Devices	The Supplier will ensure that any FSA Data which resides on a mobile, removable or physically uncontrolled device is stored encrypted using a product or system component which has been formally assured through a recognised certification process agreed with the FSA except where the FSA has given its prior written consent to an alternative arrangement.	essential
S002	End User Devices	The Supplier will ensure that any device which is used to Process FSA Data meets all of the security requirements set out in the NCSC End User Devices Platform Security Guidance	essential
S003	Networking	The Supplier will ensure that any FSA Data which it causes to be transmitted over any public network (including the Internet, mobile networks or un-protected enterprise network) or to a mobile device shall be encrypted when transmitted.	essential

S004	Personnel Security	All Supplier personnel will be subject to a pre-employment check before they participate in the provision of services covering the checks required by the HMG Baseline Personnel Security Standard (verification of identity, nationality and immigration status, employment history and criminal record)	essential
S005	Personnel Security	The Supplier will work with FSA to determine if any roles require additional vetting and a specific national security vetting clearance. Roles which are likely to require additional vetting include system administrators whose role would provide those individuals with privileged access to IT systems which process FSA Data which is classified as OFFICIAL-SENSITIVE.	essential
S006	Personnel Security	The Supplier shall not permit Supplier Personnel who fail the security checks required by the first two requirements to be involved in the management and/or provision of the Services except where the FSA has expressly agreed in writing to the involvement of the named individual in the management and/or provision of the Services.	essential
S007	Personnel Security	The Supplier shall ensure that Supplier Personnel are only granted such access to FSA Data as is necessary to enable the Supplier Personnel to perform their role and to fulfil their responsibilities.	essential
S008	Personnel Security	The Supplier will ensure that any Supplier Personnel who no longer require access to the FSA Data (e.g. they cease to be employed by the Supplier or any of its Sub-contractors), have their rights to access the FSA Data revoked within 1 Working Day.	essential

S009	Identity, Authentication and Access Control	The Supplier must provide an access control regime that ensures all users and administrators of the Supplier System/Service are uniquely identified and authenticated when accessing or administering the Services	desirable
S010	Identity, Authentication and Access Control	The Supplier must apply the 'principle of least privilege' when setting access to the Supplier System/Service so that access is set for only parts of the Supplier System/service they require	essential
S011	Identity, Authentication and Access Control	The Supplier must retain records of access to the Supplier System/Service and make them available to the FSA on request for supplier assurance.	desirable
S012	Identity, Authentication and Access Control	The Supplier must provide configurable role-based access	desirable
S013	Identity, Authentication and Access Control	The Supplier should automatically log a user out after a configurable period of user inactivity	essential
S014	Identity, Authentication and Access Control	The Solution must not allow multiple logins from the same account at the same time	essential
S015	Event Logs and Protective Monitoring	The Supplier shall collect audit records which relate to security events that would support the analysis of potential and actual compromises	essential
S016	Event Logs and Protective Monitoring	In order to facilitate effective monitoring such Supplier audit records should (as a minimum) include regular reports and alerts setting out details of access by users to enable the identification of	desirable

		(without limitation) changing access trends, any unusual patterns of usage and/or accounts accessing higher than average amounts of FSA Data	
S017	Event Logs and Protective Monitoring	The Supplier and the FSA shall work together to establish any additional audit and monitoring requirements	desirable
S018	Event Logs and Protective Monitoring	The retention periods for audit records and event logs must be agreed with the FSA and documented	desirable
S019	Hosting and Location of FSA Data	The Supplier shall ensure that they and none of their Sub-contractors Process FSA Data outside the EEA (including back-ups) without the prior written consent of the FSA.	essential
S020	Vulnerabilities and Patching	The FSA and the Supplier acknowledge that from time to time vulnerabilities in the Supplier System/Service will be discovered which unless mitigated will present an unacceptable risk to the FSA Data. The Supplier must supply a copy of their patching strategy/policy and assessment process to FSA on request	essential
S021	Vulnerabilities and Patching	The severity of vulnerabilities for Supplier COTS Software and Third-Party COTS Software shall be categorised to the vulnerability scoring of the 'National Vulnerability Database' 'Vulnerability Severity Ratings': 'High', 'Medium' and 'Low' respectively	essential
S022	Vulnerabilities and Patching	The Supplier shall deploy security patches for vulnerabilities in the Core Information Management System within 7 days after the release for High	essential

		vulnerabilities, 30 days after release for Medium and 60 days for low.	
S023	Vulnerabilities and Patching	The timescales for applying patches to vulnerabilities shall be extended if the FSA agrees a different maximum period after a case-by-case consultation with the Supplier which could be if the Supplier can demonstrate that a vulnerability is not exploitable within the context of the Services If the he application of a 'Medium' or 'High' security patch adversely affects the Supplier's ability to deliver the Services, in which case the Supplier shall be granted an extension	desirable
S024	Vulnerabilities and Patching	The Supplier will provide documented evidence to demonstrate the provisions for major version upgrades of all Supplier COTS Software and Third-Party COTS Software to ensure it is always in mainstream support unless otherwise agreed by the FSA in writing	desirable
S025	Malicious Software	The supplier shall install and maintain Anti-Malicious Software for the system /service where FSA data is stored and identify, contain and minimise the spread of any Malicious Software introduced	essential
S026	Malicious Software	If Malicious Software is found, the parties shall cooperate to reduce the effect of the Malicious Software and, particularly if Malicious Software causes loss of operational efficiency or loss or corruption of FSA Data, assist each other to mitigate any Losses and to restore the Services to their desired operating efficiency	essential

S027	Secure Architecture	The Supplier must give a brief overview and supply a design of the systems and architecture that will be used to retain the FSA data held	essential
S028	Secure Architecture	The Supplier must ensure the system service is designed in accordance with the NCSC "Security Design Principles for Digital Services"	essential
S029	Secure Architecture	The Supplier must ensure the System/Service is designed in accordance with the NCSC "Bulk Data Principles"	essential
S030	Secure Architecture	The supplier must ensure the System/Service is designed in accordance with the NSCS "Cloud Security Principles" , summarised below:	essential
S031	Secure Architecture	1. data in transit protection- which, amongst other matters, requires that user data transiting networks should be adequately protected against tampering and eavesdropping;	essential
S032	Secure Architecture	2. asset protection and resilience - which, amongst other matters, requires that user data, and the assets storing or processing it, should be protected against physical tampering, loss, damage or seizure;	essential
S033	Secure Architecture	3. separation between users - which, amongst other matters, requires that a malicious or compromised user of the service should not be able to affect the service or data of another;	essential
S034	Secure Architecture	4. governance framework - which, amongst other matters, requires that the Supplier should have a security governance framework which coordinates and directs its management of the Services and information within it;	essential
S035	Secure Architecture	5. operational security - which, amongst other matters, requires that the Services need to be	essential

		operated and managed securely in order to impede, detect or prevent a Breach of Security;	
S036	Secure Architecture	6. personnel security - which, amongst other matters, requires that where Supplier Personnel have access to FSA Data and/or the FSA System that those personnel be subject to appropriate security screening and regular security training;	essential
S037	Secure Architecture	7. secure development- which, amongst other matters, requires that the Services be designed and developed to identify and mitigate threats to their security;	essential
S038	Secure Architecture	8. supply chain security - which, amongst other matters, requires the Supplier to ensure that appropriate security controls are in place with its Sub-contractors and other suppliers;	essential
S039	Secure Architecture	9. secure user management - which, amongst other matters, requires the Supplier to make the tools available for the FSA to securely manage the Authority's use of the Service;	essential
S040	Secure Architecture	10. identity and authentication - which, amongst other matters, requires the Supplier to implement appropriate controls in order to ensure that access to Service interfaces is constrained to authenticated and authorised individuals;	essential
S041	Secure Architecture	11. external interface protection - which, amongst other matters, requires that all external or less trusted interfaces with the Services should be identified and appropriately defended;	essential
S042	Secure Architecture	12. secure service administration - which, amongst other matters, requires that any ICT system which is used for administration of a cloud service will have highly privileged access to that service;	essential

S043	Secure Architecture	13. audit information for users - which, amongst other matters, requires the Supplier to be able to provide the FSA with the audit records it needs to monitor access to the Service and the FSA Data held by the Supplier and/or its Sub-contractors; and	essential
S044	Secure Architecture	14. secure use of the service - which, amongst other matters, requires the Supplier to educate Supplier Personnel on the safe and secure use of the Information Management System.	essential
S045	Protection for Digital Services	The Supplier will ensure the web application is not susceptible to common security vulnerabilities, such as described in the top ten Open Web Application Security Project (OWASP) vulnerabilities	essential
S046	Protection for Digital Services	The Supplier will ensure externally facing services have DDoS protection	essential
S047	Protection for Digital Services	The Supplier will ensure externally facing services have a Web Access Firewall	essential
S048	Protection for Digital Services	The Supplier will regularly test for the presence of known vulnerabilities and common configuration errors	essential

3 DATA

Ref	Category	Requirement	research projects
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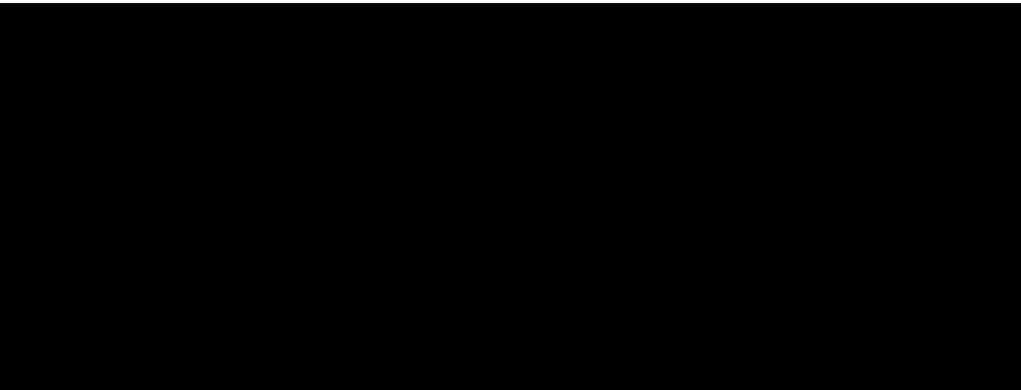
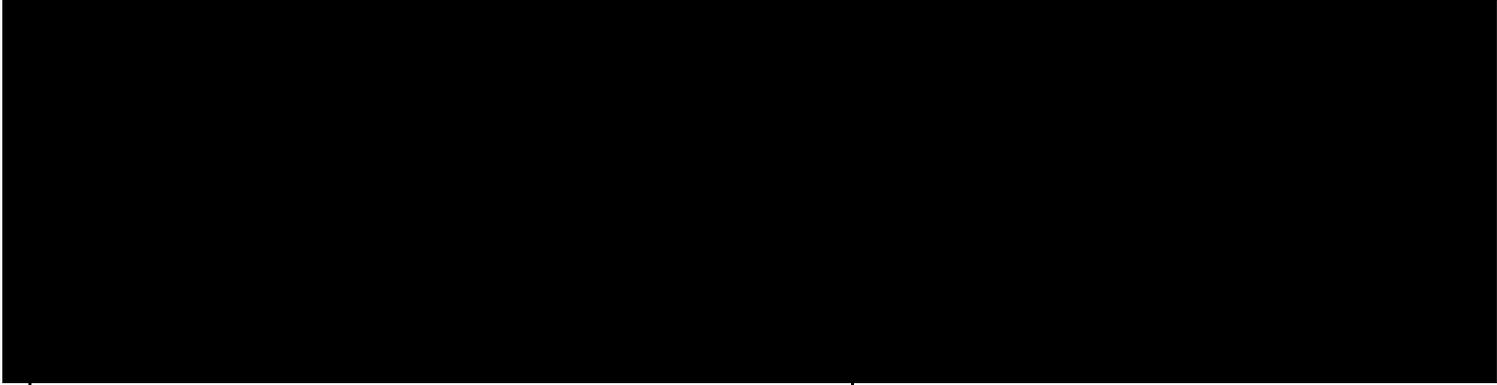
			or data analysis
D001	Data Security Classification	If the provision of the Services requires the Supplier to Process FSA Data which is classified as OFFICIAL-SENSITIVE, the Supplier shall implement such additional measures as agreed with the FSA from time to time in order to ensure that such information is safeguarded in accordance with the applicable Standards	essential
D002	Data Protection Compliance	The Supplier must ensure and confirm that the data being hosted and represented for the FSA is physically segregated and contained from other clients of the Suppliers	essential
D003	Data Protection Compliance	The System/Service must be compliant with the Data Protection Act 2018 (specifically Schedule 3 for FSA)	essential
D004	Data Protection Compliance	The Supplier System/Service must support: accuracy, quality and relevancy of data, data minimisation, access to data limited to those needing access, data is only used for specified purposes agreed with FSA	essential
D005	Data Protection Compliance	The Supplier must have systems and processes to effectively support the FSA to manage, notify and respond to individual GDPR rights requests and complaints from individuals within timescales mandated by GDPR where they are the Data Controller	essential
D006	Data Protection Compliance	The Supplier personnel must be trained in data protection requirements, policies and processes	essential

D007	Data Protection Compliance	The Supplier must have systems to meet GDPR records of processing requirements and processes to evidence compliance with data protection requirements mandated by GDPR	essential
D008	Data Protection Compliance	The Supplier must have systems, processes and measures to ensure processors/ sub-processors meet data protection requirements as mandated by GDPR	essential
D009	Retention Deletion and Destruction	The Supplier must ensure the FSA can apply data archiving and retention policies to the System/Service	essential
D010	Retention Deletion and Destruction	The Service/System must allow FSA/Supplier to rectify, erase or update incomplete data and delete information in line with retention periods	essential
D011	Retention Deletion and Destruction	The Supplier must have documented processes to ensure the availability of FSA Data in the event of the Supplier ceasing to trade;	essential
D012	Retention Deletion and Destruction	The Supplier must securely erase in a manner agreed with the FSA any or all FSA Data held by the Supplier when requested to do so by the Authority;	essential
D013	Retention Deletion and Destruction	The Supplier must securely destroy in a manner agreed with the FSA all media that has held FSA Data at the end of life of that media in accordance with any specific requirements in this Agreement and, in the absence of any such requirements, in accordance with Good Industry Practice as agreed by the FSA	essential
D014	Retention Deletion and Destruction	The Supplier must implement processes which address the CPNI and NCSC guidance on secure sanitisation.	essential

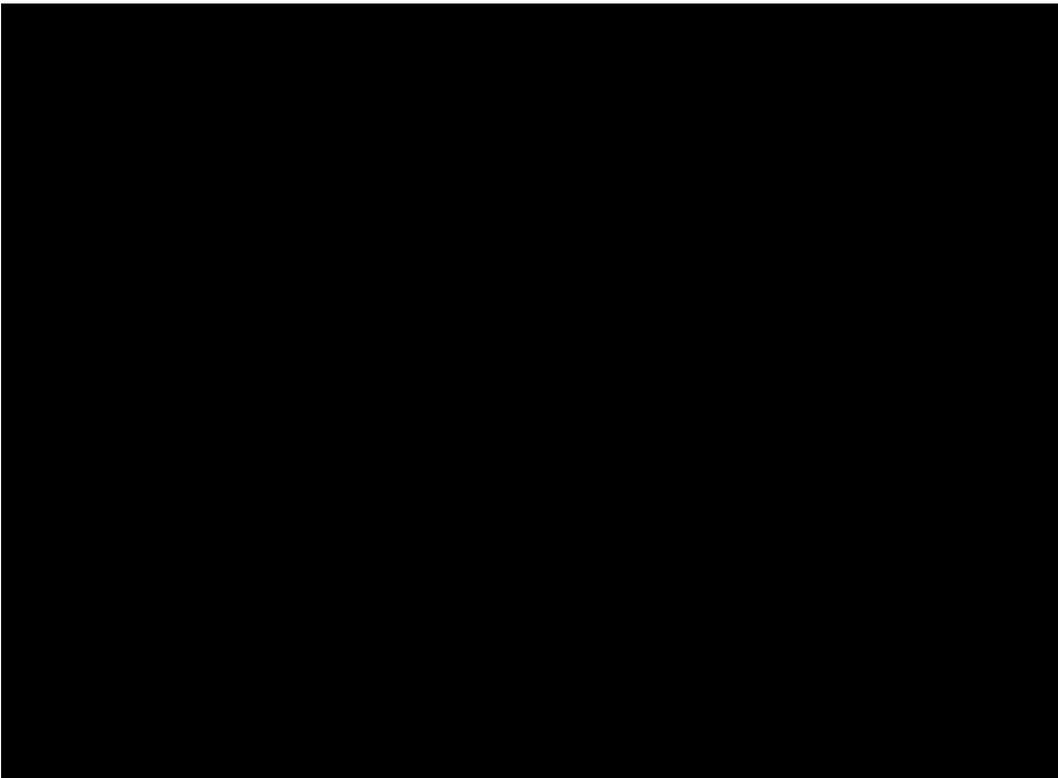
D015	Data Import/Export	The System/Service should be able to export data and maintain metadata.	desirable
D016	Data Import/Export	The System/Service must be able to export data to multiple common data formats	desirable
D017	Data Import/Export	The System/Service must allow for scheduled (automated) or manual export of data from other systems or sources	desirable
D018	Data Import/Export	The System/Service must allow for scheduled (automated) or manual import of data from other systems or sources	desirable
D019	Data Import/Export	It must be possible to bulk migrate data from a legacy system into the System/Service and bulk migrate data out of it to a new System/Service	desirable
D020	Audit Trail	The System/Service must provide a reportable, exportable full audit trail, identifying device, user, date, time of all changes, access and deletion of data held in the System/Service	desirable
D021	Backups	The Supplier must detail their approach to providing a comprehensive and effective Disaster recovery plan to ensure the System/Service meets requirements to include but not limited to: Back up services to meet the FSA's business defined return point objective (RPO) and Recovery Time Objective (RTO) ,Regular testing of back-ups, Monitoring of back-ups, Report of failures, Retain and Storage services to meet the Agencies requirements taking into account and GDPR/DP and security requirements, Restore services	essential

D022	Data Standards	The supplier must work with the FSA data architects to ensure any relevant data standards are adhered to	desirable

Annex 3 – Charges



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





Staff Costs Table

[Redacted content]

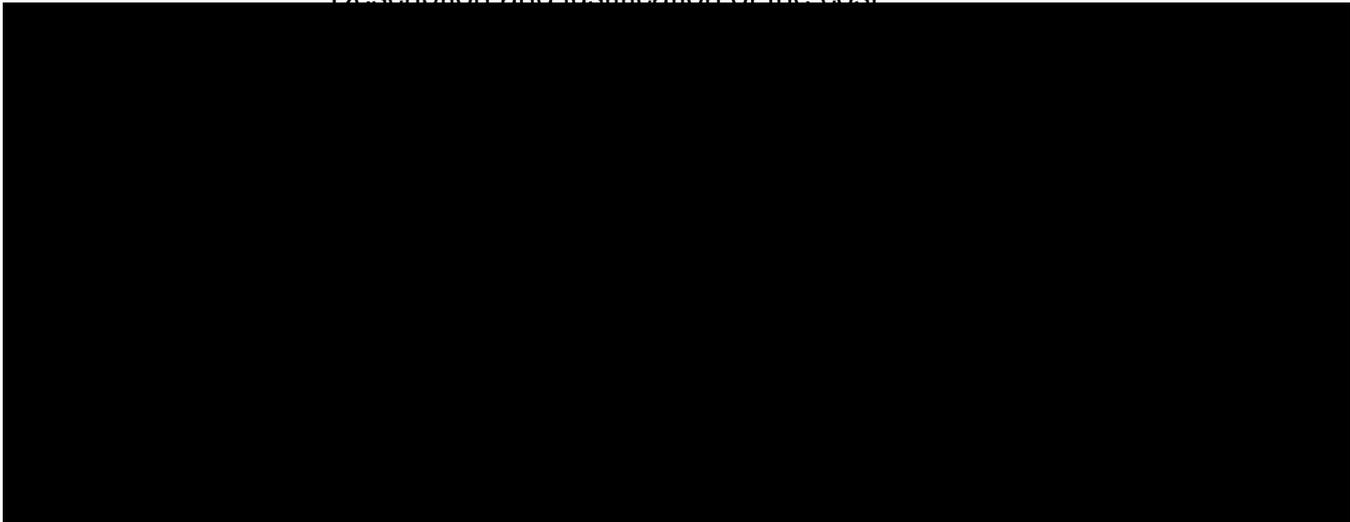
Consumable/Equipment Costs

Please provide a breakdown of the consumables/equipment items you expect to



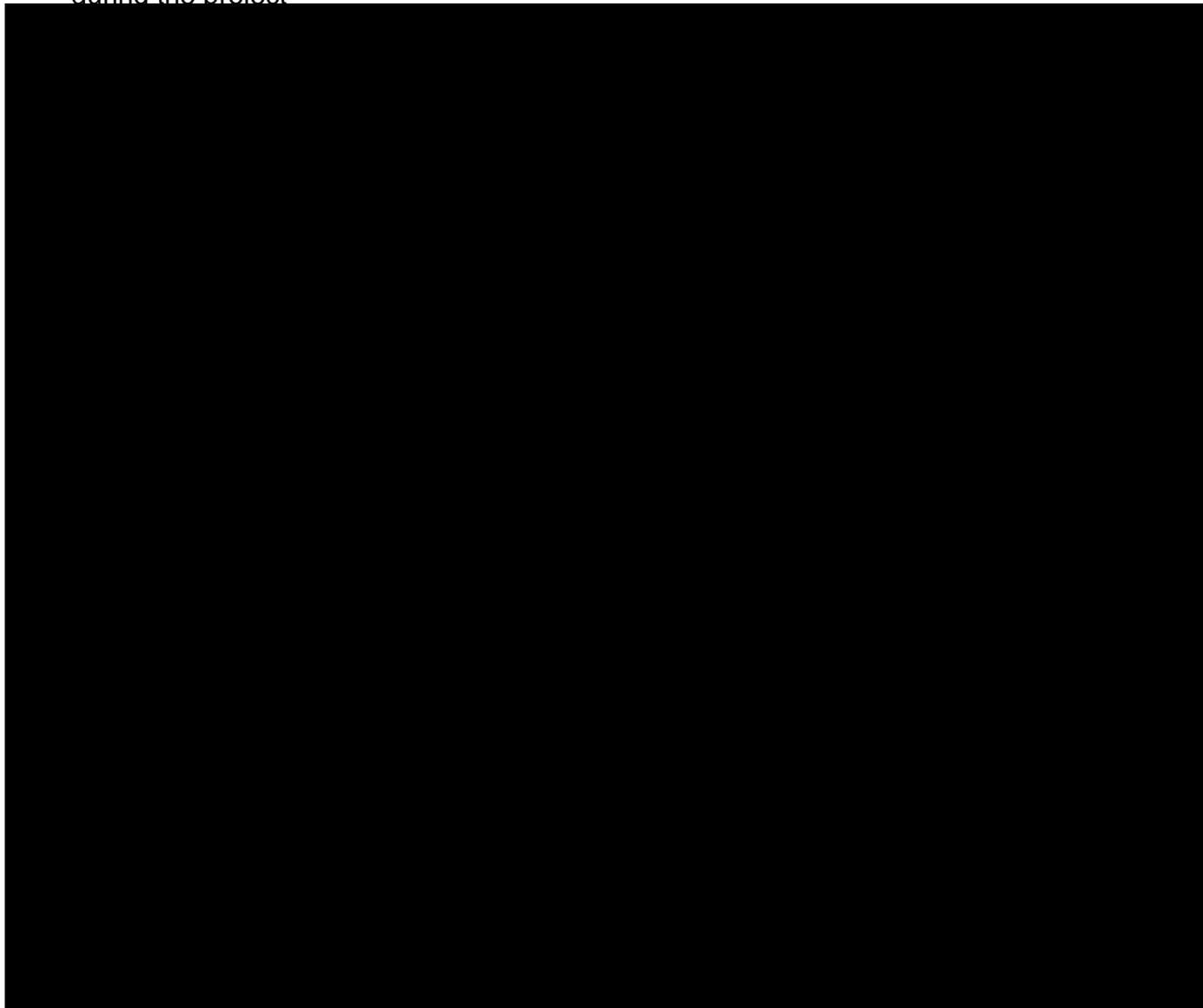
Description and justification of the cost

Estimated

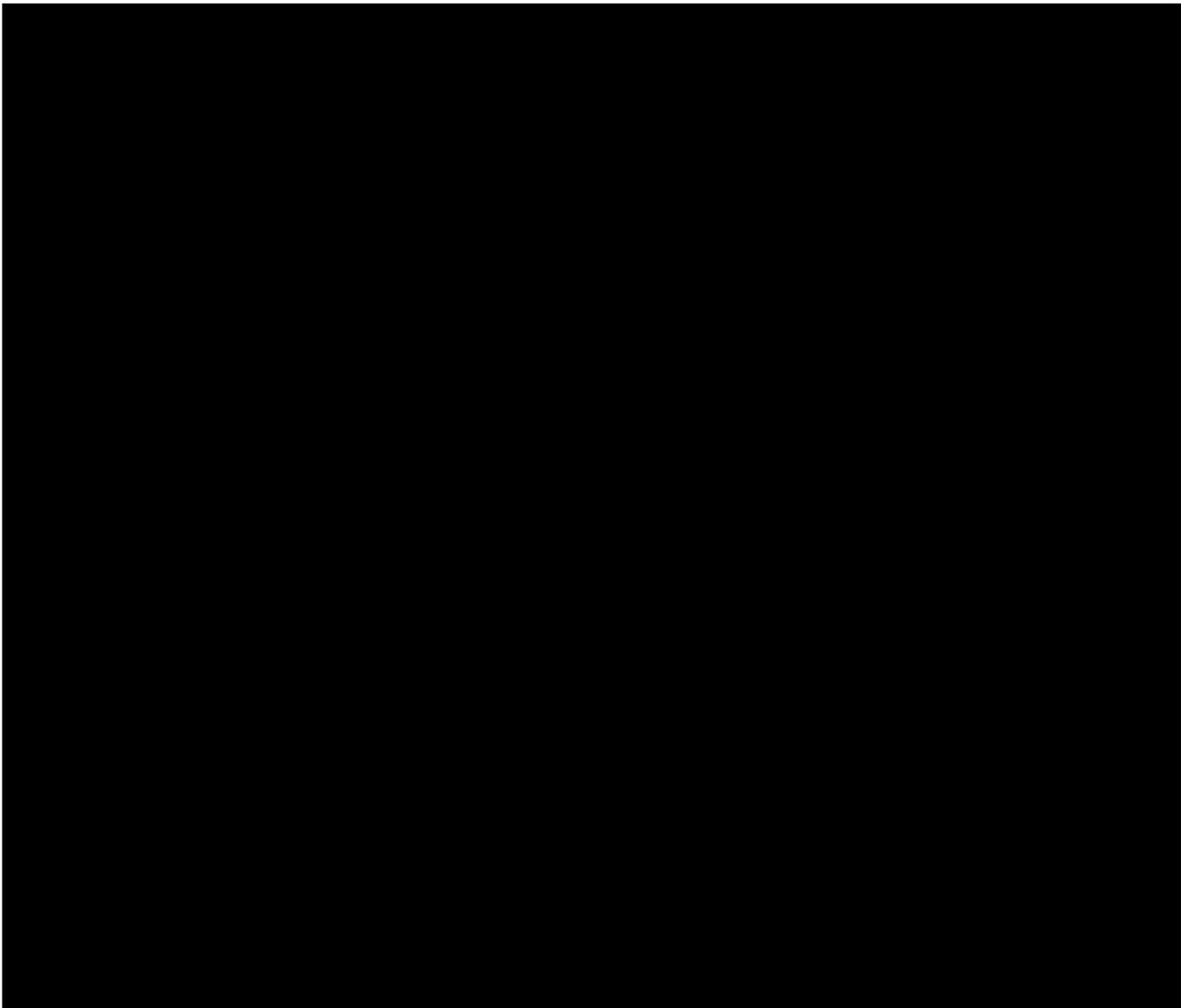


Travel and Subsistence Costs

Please provide a breakdown of the travel and subsistence costs you expect to incur during the project



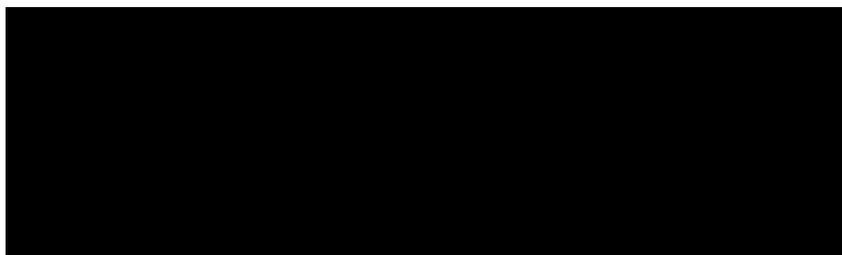
The Pricing Schedule



Total	£ 115,650.5 0	
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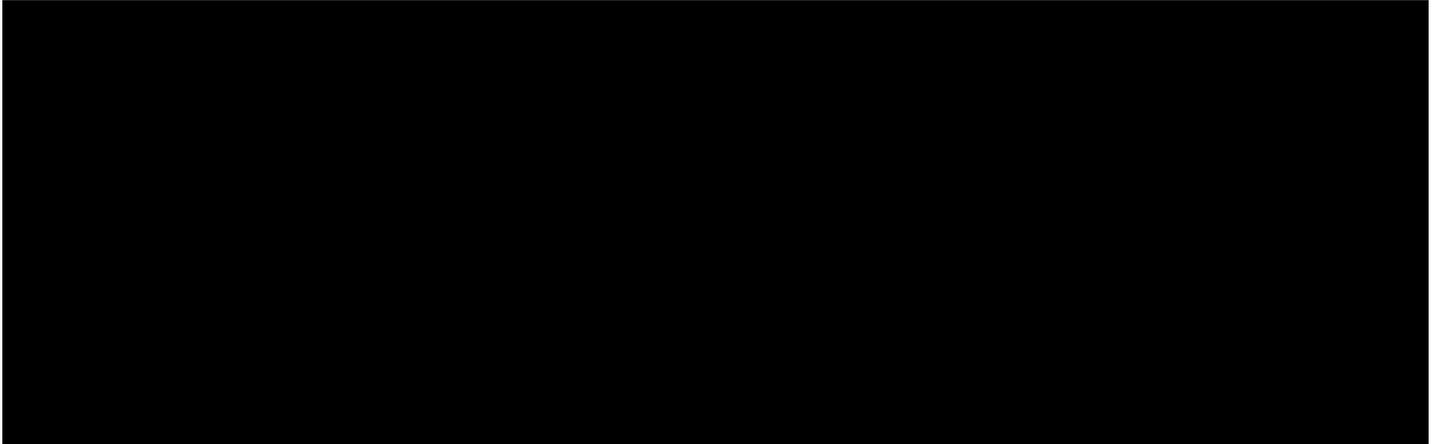
* Please insert the amount to be invoiced net of any VAT for each deliverable
 ** Please insert the applicable rate of VAT for each deliverable
 *** 20% of the total project budget is withheld and will be paid upon acceptance of a satisfactory final report by the agency.
 §The number of weeks after project commencement for the deliverable to be completed

Summary of Payments



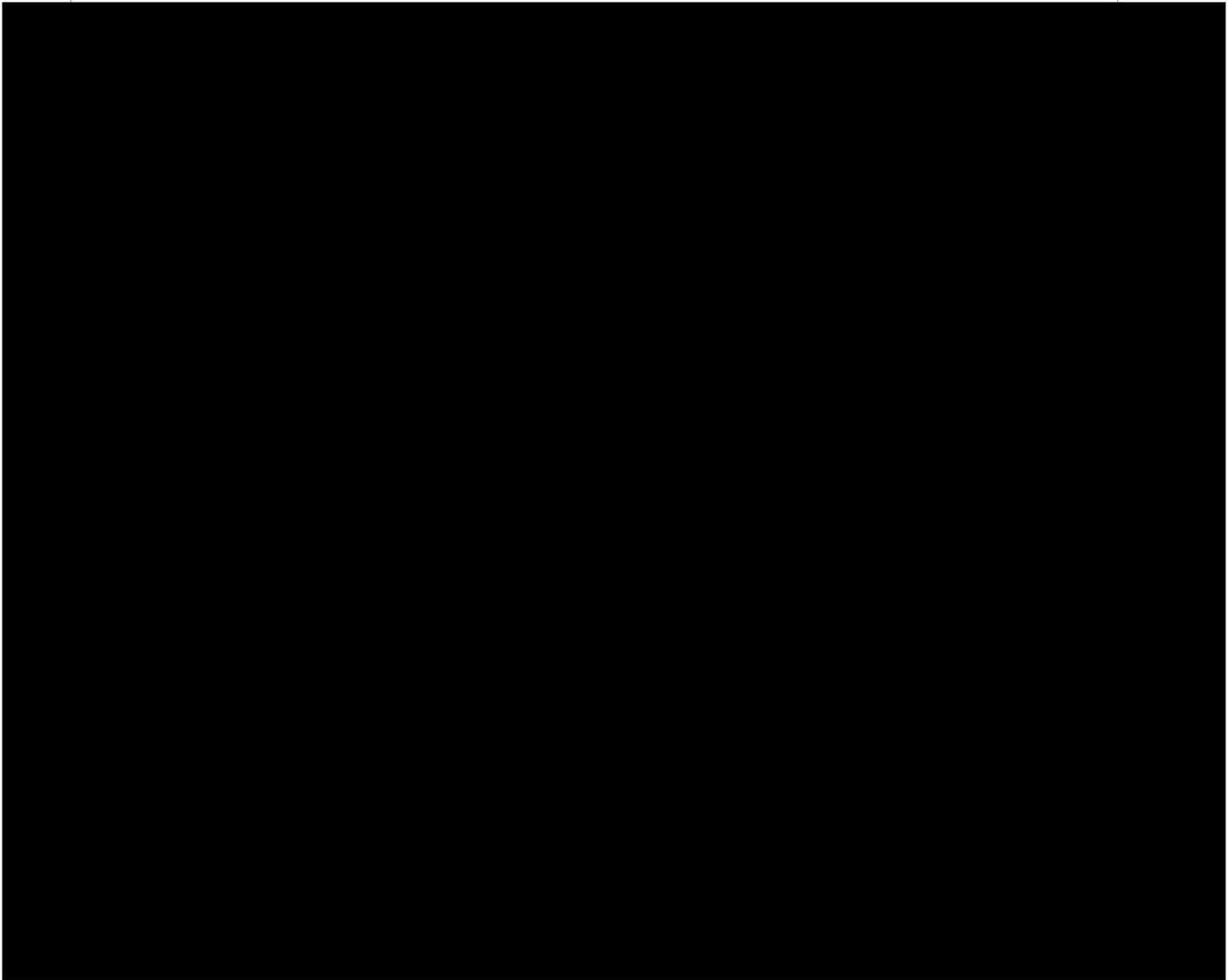
Total
£ 115,650.50

Annex 4 – Suppliers Technical Proposal



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



The Short form Contract

For Research Aim B, the findings from Research Aim A will be incorporated into the development of a Food Crime Risk Model (FCRM) which will include estimates of NTM, tariff and risk impacts (hypotheses). Use will be made of QUB's track record in assessing food fraud risks (e.g. Robson et al, 2021) but will also be cognisant of FSA terminology and approaches. Simultaneously, an evidence review will be undertaken to examine how food crime risks are influenced by trade measures. Upon delivery of the Interim Update, primary research will be undertaken consisting of 50 interviews with industry experts to get their input on the hypotheses developed. This input will be used to refine and calibrate the food crime risk model. It will also be used to get industry input on how aspects of the implementation of the UK-EU Trade and Cooperation Agreement (TCA) could influence food risks and will also assess the impact of any future Free Trade Agreements (FTAs) between the UK and other countries.

Thereafter, the Food Crime Risk Model will be finalised incorporating all research input and will include the development of a Food Crime Risk Scorecard for each product and key importing country. The findings will then be included in the study's report where the impacts of other issues (e.g. Covid-19) will be disentangled. Upon delivery of the draft report, a presentation will be made to the FSA and the final report will be delivered thereafter.

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

OBJECTIVES

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

OBJECTIVE NUMBER	OBJECTIVE DESCRIPTION
RESEARCH AIM A	HOW COULD UK IMPORT VOLUMES OF SELECTED FOOD AND FEED COMMODITIES FROM NON-EU COUNTRIES CHANGE DUE TO CHANGING TRADE RELATIONSHIPS IN THE MEDIUM TO LONG TERM?
A.1	COMPILATION OF DESCRIPTIVE STATISTICS AND KEY INDICATORS ON UK FOOD IMPORTS: AS WITH ALL OBJECTIVES BELOW, MORE DETAIL IS PROVIDED IN SECTION 2 BELOW. THIS WILL GIVE THE FSA A SUCCINCT OVERVIEW OF UK TRADE FOR SELECTED PRODUCTS/COMMODITIES.
A.2	PROVISION OF INTERIM UPDATE REPORT AND PRESENTATION: TO SUMMARISE KEY RESEARCH FINDINGS, POTENTIAL DATA GAPS AND TO GET AGREEMENT WITH FSA ON PRODUCTS SELECTED FOR A DETAILED ASSESSMENT
A.3	DEVELOP FOOD RISK MATRIX FOR EACH SELECTED PRODUCT ARISING FROM DETAILED RISK ASSESSMENT: THIS WILL OUTLINE KEY CHANGES TO IMPORT REQUIREMENTS SINCE BREXIT, QUANTIFY THE IMPACT OF TARIFF AND NTM COSTS AND PROVIDE AN ASSESSMENT OF CURRENT AND FUTURE TRADE PATTERNS ARISING FROM THE TCA AND OTHER TRADE AGREEMENTS. THIS WILL ASSIST FSA TO IDENTIFY KEY POTENTIAL RISKS FOR EACH PRODUCT/COMMODITY AND THEIR POTENTIAL DEGREE OF IMPACT
A.4	DELIVERY OF REPORT AND ACCOMPANYING MS EXCEL MODEL: WILL SUMMARISE THE STUDY'S KEY FINDINGS AND CATEGORISE THE SPECIFIC IMPACT/INFLUENCE OF ISSUES SUCH AS TARIFFS, NTMS AND OTHER TRADE IMPACTS
A.5	DELIVERY OF REPORT PRESENTATION: SUMMARISES THE KEY FINDINGS FOR FSA AND PROVIDES ADDITIONAL EXPLANATION WHERE NECESSARY.
RESEARCH AIM B	WHERE IMPORT PATTERNS OF FOOD PRODUCTS ARE ANTICIPATED TO CHANGE, ARE THERE AREAS OF REQUIRED VIGILANCE WITH REGARDS TO FOOD CRIME THREATS? FOR EXAMPLE, ARE THERE INDICATIONS THAT NEW TRADE COSTS (NTMS AND TARIFFS) WILL

The Short form Contract

	AFFECT THE LIKELIHOOD OF SUBSTITUTION, ADULTERATION (E.G. WITH CHEAPER INGREDIENTS) OR MISREPRESENTATION IN TERMS OF THEIR PROVENANCE, COUNTRY OF ORIGIN OR PREMIUM STATUS? IF SO, WHAT ARE THE ANTICIPATED EFFECTS? THE QUESTION SHOULD BE ANSWERED AT PRODUCT LEVEL (AND TRADING PARTNER LEVEL WHERE NECESSARY).
B.1	DELIVER A RISK PROFILE (FOOD RISK MATRIX) FOR EACH PRODUCT/COMMODITY INCLUDING A SERIES OF HYPOTHESES ON HOW FUTURE TRADE COULD BE AFFECTED: THIS WILL PROVIDE THE FSA WITH A COMPREHENSIVE OVERVIEW OF THE LIKELY RISK AREAS AT AN EARLY STAGE IN THE STUDY.
B.2	PROVIDE COMPREHENSIVE EVIDENCE (LITERATURE) REVIEW OF HOW FOOD CRIME IS INFLUENCED BY TRADE MEASURES AND ASSOCIATED CHANGES: THIS WILL BUILD A COMPREHENSIVE KNOWLEDGE BASELINE FOR THE FSA WHICH WILL BUILD UPON THE FSA'S CURRENT KNOWLEDGE AND TAKE ACCOUNT OF THE LATEST ACADEMIC AND OTHER INSTITUTIONAL RESOURCES TO IDENTIFY WHERE FOOD FRAUD OPPORTUNITIES AND POTENTIAL PERPETRATORS EXIST AND HOW THE DELAYED IMPLEMENTATION OF THE UK BORDER OPERATING MODEL COULD AFFECT THE POTENTIAL FOR FOOD CRIME IN THE UK.
B.3	DELIVER OF INTERIM REPORT UPDATE AND PRESENTATION: AS WITH RESEARCH AIM A, THIS WILL SUMMARISE THE KEY FINDINGS TO DATE AND IDENTIFY ANY SIGNIFICANT CHANGES TO THE DRAFT FOOD RISK MATRIX. IT WILL ALSO OUTLINE ANY REMAINING KNOWLEDGE GAPS WHICH WILL BE ADDRESSED BY THE PRIMARY RESEARCH.
B.4	CONDUCT PRIMARY RESEARCH INTERVIEWS WITH APPROXIMATELY 45-50 EXPERTS: THIS INPUT WILL BE USED TO SENSE CHECK ESTIMATES OF FOOD CRIME RISK, AND ASSOCIATED ASSUMPTIONS, FOR EACH PRODUCT/COMMODITY IN THE DRAFT FOOD CRIME RISK MODEL. IT WILL ALSO PROVIDE THE FSA WITH ADDITIONAL NUANCE AT THE COMMODITY CODE LEVEL. IT WILL ALSO PROVIDE "GROUND-TRUTH" TO THE ESTIMATES ARISING FROM THE DESK-BASED RESEARCH.
B.5	DELIVERY OF A COMPREHENSIVE FOOD CRIME RISK MODEL: THIS WILL PROVIDE AN ASSESSMENT OF FOOD CRIME RISKS FOR 25 PRODUCTS / 50 COMMODITIES AND WILL ENCOMPASS THE TOP-3 ORIGINS FOR EACH PRODUCT. IT WILL INCLUDE THE PROVISION OF A FOOD CRIME RISK SCORECARD FOR EACH PRODUCT BASED ON MULTIPLE CRITERIA. THIS WILL GIVE THE FSA A DETAILED OVERVIEW OF THE POTENTIAL FOOD CRIME RISKS FOR EACH PRODUCT AND COMMODITY USING A TRAFFIC LIGHT SYSTEM
B.6	DELIVERY OF RESEARCH REPORT, ACCOMPANYING MS EXCEL MODELS AND PRESENTATIONS: WILL SUMMARISE, USING THE REQUIRED FSA REPORTING FORMATS, THE RESEARCH CONDUCTED UNDER RESEARCH AIM B AND WILL ALSO ENCOMPASS USER-FRIENDLY MS EXCEL MODELS WHICH CAN BE UPDATED AT A LATER STAGE BY THE FSA.
2: DESCRIPTION OF APPROACH/SCOPE OF WORK	
A. APPROACH/SCOPE OF WORK	
Please describe how you will meet our specification and summarise how you will deliver your solution. You must explain the approach for the proposed work. Describe and justify the approach, methodology and study design, where applicable, that will be used to address the specific requirements and realise the objectives outlined above. Where relevant (e.g. for an analytical survey), please also provide details of the sampling plan..	

Figure 1 gives an overview of the combined methodological approach to fulfil both Research Aims, whilst Figure 2 and Figure 3 set-out the methodological approach for Research Aims A and B, respectively. The methodological steps are then explained in more detail below.

Figure 1: Overview of Combined Methodological Approach for Research Aims A and B

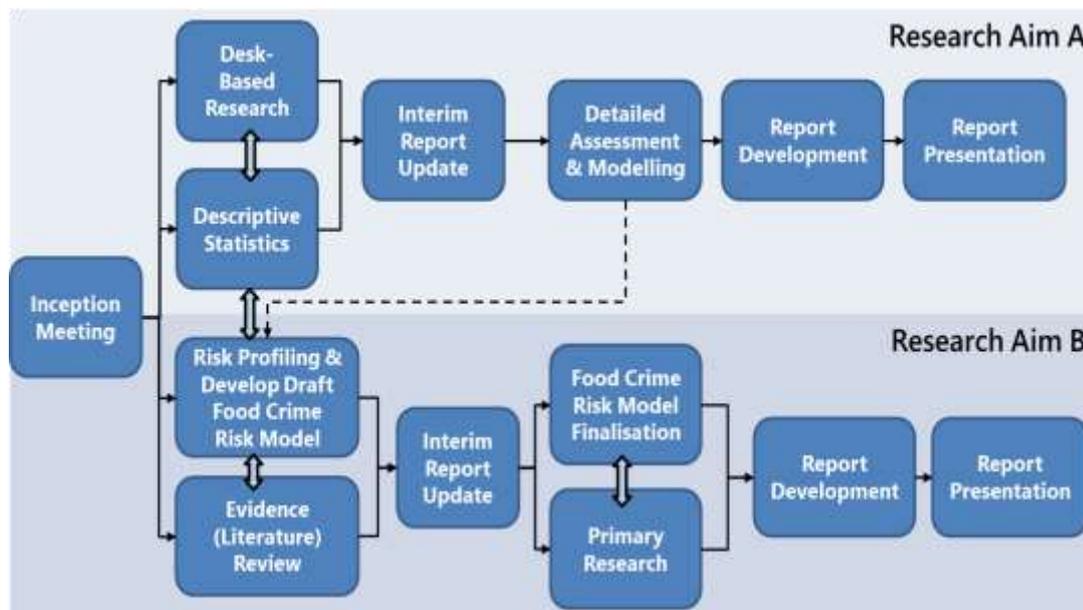


Figure 2: Summary of Proposed Methodological Steps – Research Aim A

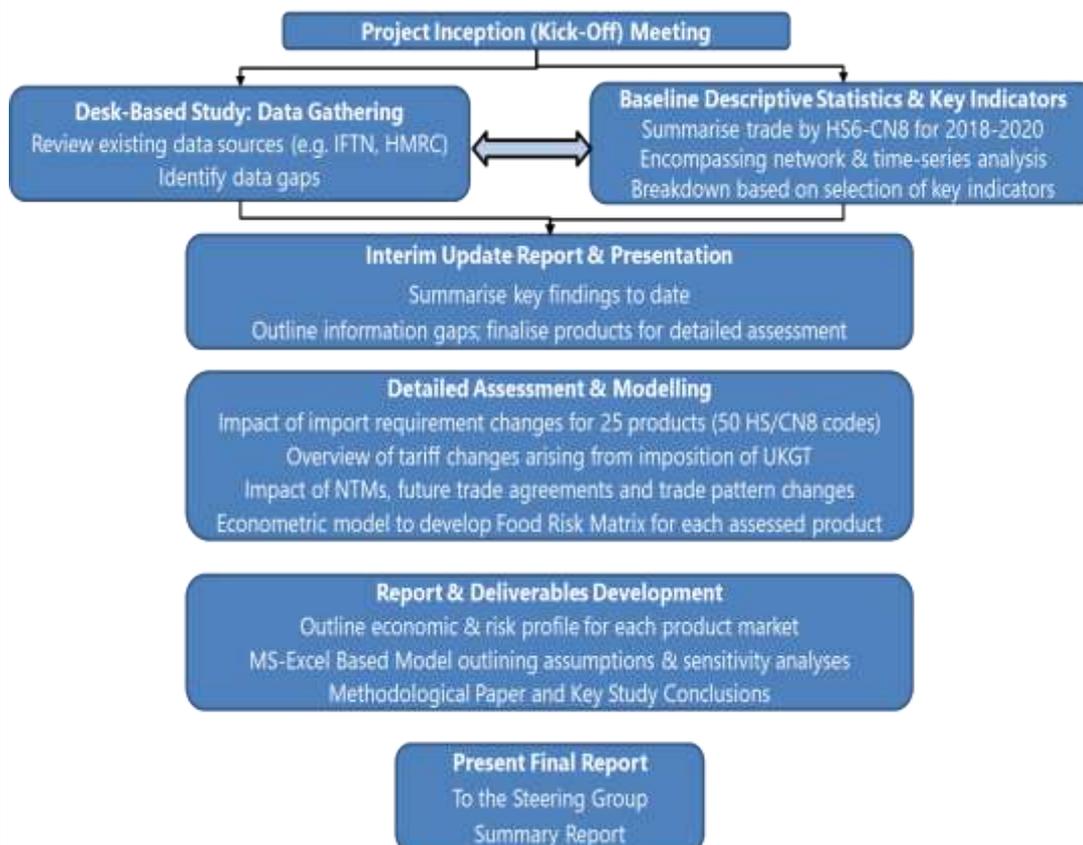
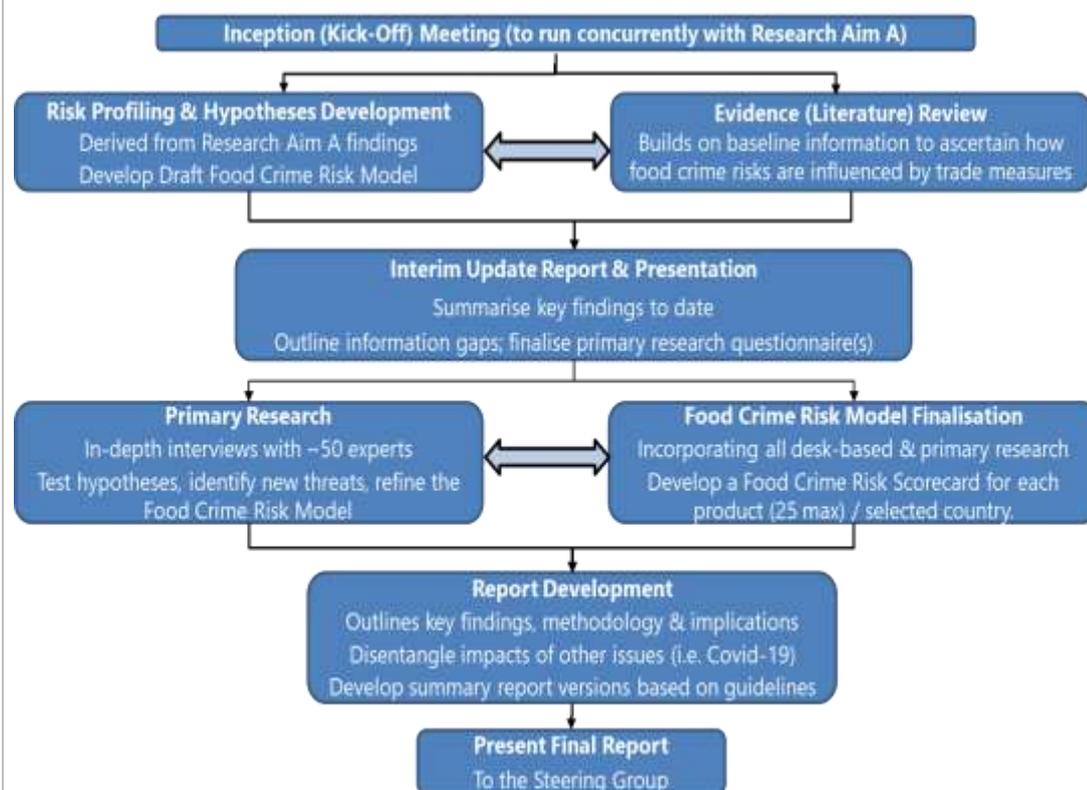


Figure 3: Summary of Proposed Methodological Steps – Research Aim B

Sources: The Andersons Centre and Queen's University Belfast

The Proposed Methodology

1 Inception (Kick-Off) Meeting: will be held at the outset to clarify in-detail the project's priorities, timings and existing data and other resources which could help the research. It is envisaged that this (video) meeting will be between the consortium and the Project Steering Group. It will enable the various stakeholders involved to become familiar with each other and to clarify the research priorities for this project. It will facilitate further explanation, where needed, on the research objectives and key topics of particular interest to the Steering Group. The inception meeting will provide an opportunity for stakeholders to give feedback on the general approach set-out by the consortium and will enable participants to firm-up action plans with regards to the scheduling of meetings and the resources (data) and additional logistics and liaison that will be required.

At this juncture, it is intended that the inception meeting will cover both Research Aims. This is because of the close linkages between both Research Aims in the proposed methodology. It will also be useful to initiate the Evidence (Literature) Review under Research Aim B at the outset as it could uncover some findings which will be applicable to the NTM cost estimates that the consortium intends to use and for the econometric modelling.

In the points that follow, the Methodology underpinning Research Aim A is firstly outlined, followed by Research Aim B. As the Inception Meeting spans both Research Aims, the

numbering commences with A.2 to denote the next step in Research Aim A and B.2 for the next step under Research Aim B.

Research Aim A - Methodology

A.2 Desk-based study: will consist of two strands;

- i. **Data gathering:** as part of the preparations for, and outputs from, the Inception Meeting, it is envisaged that numerous data sources of relevance to this study will be identified. Some of these data sources will be under the auspices of FSA (e.g. UK Trade Data Visualisation Tool), whilst others will include a variety of UK and international sources including: the HMRC (UKTradeInfo); the UN's Comtrade database and the EU's COMEXT database. The International Food Trade Network (IFTN) will play a central role. It depicts and measures, using network graphs (see Figure 4), food fluxes and volumes between countries and forms a complex, dynamic web of interactions (Ercsey-Ravasz et al., 2012)⁹ and will be especially pivotal in the development descriptive trade statistics and trade indicators (see ii below). A non-exhaustive list of the data sources to be considered include;

- **FSA data and affiliated organisations' data:** will help to ascertain what data is available on the products of interest in terms of monthly and annual trade volumes. It is also envisaged that data from affiliated organisations such as Food Standards Scotland (FSS) and the Food Standards Agency Northern Ireland will be drawn upon where additional nuance is required at a devolved level across the UK.
- **UK Governmental Departments and Agencies:** including Defra, the Department for International Trade (DIT) and the HMRC (UKTradeInfo). It is also anticipated the data from the Office for National Statistics (ONS) could also be used as will data from other agencies such as the AHDB and its affiliates elsewhere in the UK.
- **European Union sources:** to encompass data from the European Union Institutions (EU Commission (including COMEXT) and the EU Parliament). Where necessary, it will also include data from Member States (e.g. the Irish Central Statistics Office (CSO) for trade data segmenting Irish trade with Northern Ireland and Great Britain) and relevant regulatory bodies (e.g. Food Safety Authority of Ireland and the Netherlands Food and Consumer Product Safety Authority (NVWA)).
- **Other international sources:** to include the UN Comtrade database and WTO data (particularly relating to trade policy).

Whilst data from the aforementioned sources will be used to compile trade data and associated relevant economic indicators in the first instance, some will also be applicable to subsequent steps under both Research Aims (e.g. identifying food fraud instances in recent years). As such, they will help contribute to a baseline

⁹ Ercsey-Ravasz, M., Toroczka, Z., Lakner, Z., & Baranyi, J. (2012). Complexity of the International Agro-Food Trade Network and Its Impact on Food Safety. PLoS ONE, 7(5), e37810. <https://doi.org/10.1371/journal.pone.0037810>

understanding of the information available and what gaps will need to be addressed over the course of the research.

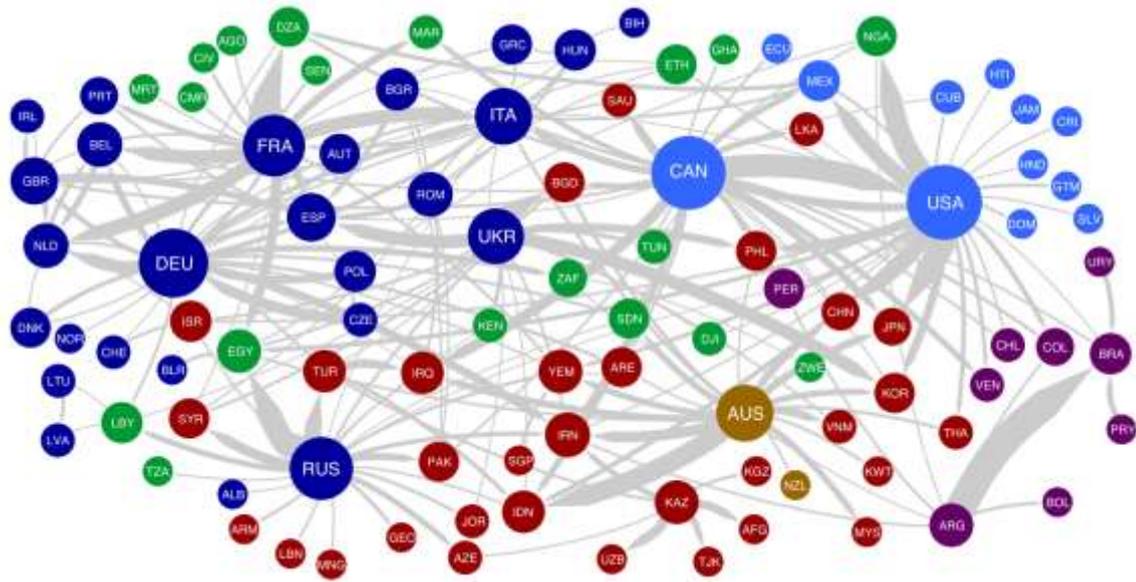
The data sources which are managed by Andersons will also be made available during this study. These will include:

- **Andersons' NTMs Model:** has been developed over the past three years and uses 25-30 cost sub-categories to assess the impact of NTMs on UK to EU trade as well as third country trade entering into the UK. It has been deployed across numerous projects and covers in excess of 70 agri-food products including all of those of relevance to this project. It also assesses NTMs across two transport modes (Roll-On, Roll-Off (RoRo) and Lift-On, Lift-Off (LOLO). It can also be tailored to examine the requirements arising from the implementation of the Northern Ireland-Ireland Protocol.
 - **Andersons' Model Farms:** have been run since the early 1990's to chart the fortunes of combinable cropping (Loam Farm), dairying (Friesian Farm) and grazing livestock (Meadow Farm) across each UK nation. Each farm is run on a spreadsheet with numerous individual data points – yields, prices, costs, overheads etc. Each of these is altered to reflect the prevailing conditions in the marketplace and in Scottish farming.
- ii. **Baseline descriptive statistics and key indicators:** will be developed in conjunction with the data gathering exercise. The baseline trade descriptive statistics will summarise relevant trade data to HS6-HS8 levels for the 2018-2020 period (suggested baseline) but will also portray key trends going back over the last 10-15 years.

This is going to be achieved by constructing IFTN models for the products of interest using the data sources outlined above, but chiefly focusing on the FSA's UK Trade Data Visualisation Tool, the UKTradeInfo database and the Comtrade database (UN, 2021)¹⁰. Figure 4 below shows IFTN examples based on a) wheat data for 2009 b) sesame data for 2019, c) rice data for 2019 and d) raisins data for 2019. b, c, and d cases have been carried out from Queen's University of Belfast. The nodes of the networks represent the countries, while the directed and weighted edges indicate the food trade fluxes between the countries. Line widths are proportional to the trade flow volume, while the size of the nodes is proportional to the average export degree (number of connections) of the node.

¹⁰ UN. (2021). Comtrade Database. Retrieved February 20, 2021, from <https://comtrade.un.org/data/>
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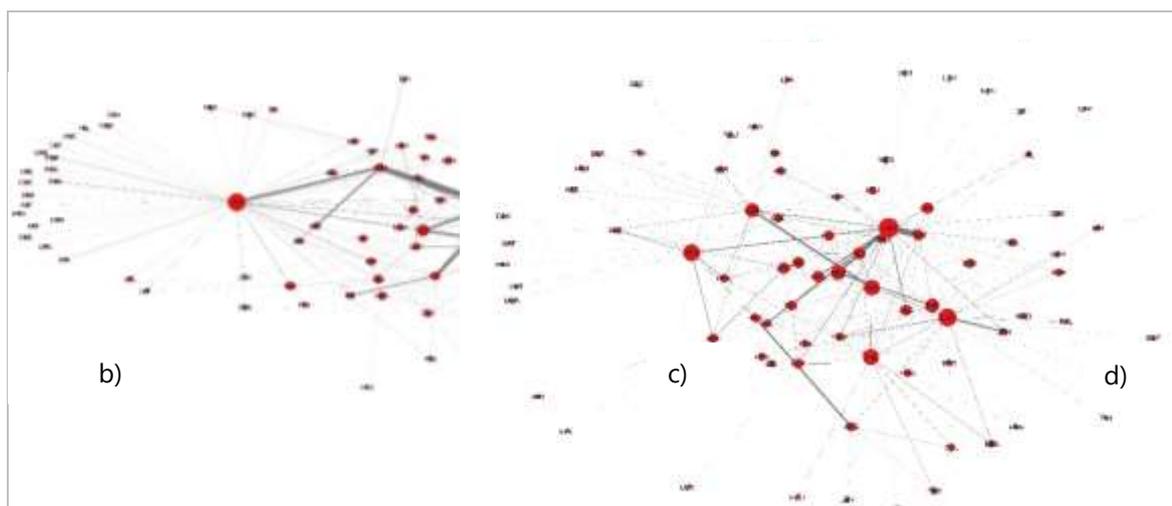
Figure 4: International Food Trade Network (IFTN) examples for a) wheat, b) sesame, c) rice and d) raisins.



Source: Puma et al. (2015)¹



a)



Source: QUB analysis

The development of key indicators will be derived from an analysis of the various data sources identified above. **Network analysis** will be extensively used to examine UK's trade flows as part of the IFTN. Moreover, several indicators will be applied to assess the UK network's vulnerability to exogenous perturbations. Such indicators will include;

- the degree*, which measures the number of the connections for each country,
- the strength*, which measures the sum of the trade of each country with the others,
- the betweenness centrality*, which describes how important a country is in terms of connecting with other countries, and
- the closeness centrality*, which shows how easily a country can be reached by other ones.



Network indicators will be also analysed in a **time-varying framework** aiming to quantify the import changes from EU and Non-EU countries from 1st January.

Where possible, annual import volumes for the products of interest will also be compared to EU production estimates for each product. Accordingly, an imports as a percentage of EU production indicator will be developed. This will help to ascertain instances where large volumes of products are being imported via the EU (e.g. via Rotterdam), despite relatively low volumes being produced in the EU. This will indicate where the 'Rotterdam effect' is prevalent and where there might be an incentive for unscrupulous traders to contravene Rules of Origin (RoO), as outlined in the UK-EU TCA, and other regulatory requirements. Here, a traffic-light alert system will be used, whereby products with import volumes from the EU surpassing EU production, being flagged as red.

This step will be combined with a comparison of the UK Global Tariff (UKGT) with the EU Common External Tariff (CET) to identify the key changes to tariffs since the end of the Transition Period which will be applicable to Non-EU countries that do not have a Free Trade Agreement with the UK or EU products which do not meet

RoO requirements. It is envisaged that where there are significant tariff changes (e.g. >5% and >15%, to be confirmed) that these will be flagged on an MS Excel spreadsheet.

Combined, these should help to alert UK authorities as to which products might need to be scrutinised closely upon entry into the UK from the EU to ensure that RoO and other requirements are met.

A.3 Interim Report Update: the completion of the data gathering and compilation of descriptive trade statistics and key indicators' exercises should reveal important insights which could guide the subsequent stages of the research and identify topics which merit further exploration within the project brief. It is, therefore, proposed to provide an Interim Report Update once the desk-based research has been completed. This update will summarise the key findings thus far and highlight any remaining gaps in the data which need to be addressed to meet the study's objectives. Where appropriate, it will provide proposals on any refinements to the project's priorities (e.g. products to be selected for detailed analysis) which were established at the Inception Meeting. At this juncture, the products selected for the detailed assessment will be finalised. This will be subject to a maximum of 25 products (e.g. groundnuts, peppers) and 50 commodity code variations (e.g. 12024100 and 12024200 will be separate HS6/CN8 code variations). The Interim Report will be approximately 20 pages and will form a basis for the remainder of the research.

A.4 Detailed Assessment and Modelling: this step will consist of the following;

- i. **Outline the key changes to import requirements arising from EU Exit:** this will identify commodities where there might be an increased likelihood for non-EU products to be shipped to the UK. Drawing upon the previous step, a **time-series analysis** of the IFTNs for POAO and HRFNAO imports will show structure and trend changes in trade quantities between UK and EU, and, UK and Non-EU countries due to changes to import requirements (and volumes) for the products of interest..
- ii. **Analysis of the level of NTMs applicable:** the NTMs analysis will be undertaken via Andersons' NTMs model (see Case Studies 1 and 2) and will be done on both a product (commodity code) basis and by territory of interest (i.e. EU and non-EU). Arising from the network analysis above, it will also be possible to provide insights on potential NTM costs applicable to individual countries of interest. This will be limited to a maximum of 3 countries per product. The NTMs assessment will also encompass estimates across "Low", "Medium" and "High" scenarios. The Low scenario will depict 'best-in-class' access for a Third Country to the UK (e.g. SPS/veterinary agreement). The Medium scenario will be akin to access that a country with a comprehensive FTA in place (e.g. similar to the EU-Canada (CETA) deal, or the UK-Canada rollover equivalent) will have to the UK. The High scenario will depict access levels via a basic FTA or Most-Favoured Nation (MFN) status.

Where individual countries are assessed, the prices used will be derived from HMRC (UKTradeInfo) data using a 2018-2020 average.

- iii. **Analysis of current trade patterns by commodity:** will be undertaken using the network and time-series analysis outlined above to examine the position of UK's major trading partners as part of the IFTN.
- iv. **Assessment of the likelihood of future agreements:** a qualitative overview will firstly be provided drawing upon the consortium's expertise as well as recent publications such as the AHDB on the impact of an FTA with the US¹¹. This assessment will consider the top-3 origins of imports for each product into the UK and the likelihood of a trade agreement being concluded in the short (<1 year); medium (1-3 years) and long-term (3 years' plus). It will also consider the price differentials (based on domestic versus UK imported prices, where such information is available). This will result in a scorecard similar to the illustrative example shown in Figure 5.

Figure 5: Projected Impact of FTAs on UK Imports from Selected Third Countries

Product	Country	Imports Volume (T)	Price Differential	Production Growth (3yr)
A	1	x,xxx	<5% (Low)	>5% (low)
	2	x,xxx	>5-≤15% (Medium)	>-5-≤5% (Medium)
	3	xxx	>15% (High)	<-5% (High)
B	1	x,xxx	Low	Low
	2	x,xxx	High	High

Note: Example Only.

- v. **Other Relevant Supply-Demand Factors:** an econometric model such as that in Equation (1) will be developed to examine the relationships between UK trade indicators (y_t) and factors of interest (x_t), which can include;
 - a. trade costs (NTMs and tariffs),
 - b. supply- and demand-side factors, and,
 - c. food incidents (food fraud and food fraud derived food safety incidents).

$$y_t = \Phi_1 x_{1,t} + \Phi_2 x_{2,t} + \dots + \Phi_p x_{p,t} + \varepsilon_t \quad (1),$$

Whereby e_t is a vector of disturbances and Φ a parameter that shows in what way and extend the factors of interest affect the UK trade indicators. For example, we expect that trade cost increases will negatively affect the trade towards UK, however it will differ significantly for different food products. Supply- and demand-side factors can include partners' size of economy (GDP_t), the product prices (p_t), the Sterling-Dollar exchange rate (e_t), the production growth (g_t), etc. In addition, to

¹¹ See: <https://ahdb.org.uk/news/ahdb-report-sheds-light-on-future-food-trade-with-the-us>
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capture food safety incidents, we are going to use food and feed safety alerts indicated by RASFF's and FSA's alert systems.

The econometric modelling analysis will present a data-driven insight of the relationships between trade, and, trade costs and safety incidents. Those results will be useful to link research aims A and B, and specifically to support the risk matrix which is going to present the information in a more concise and non-technical manner.

A.5 Report and Deliverables Development: the draft report will build upon the Interim Update Report to outline the findings from the Detailed Assessment and Modelling. The key assumptions underpinning the analysis, and each scenario, will also be set-out in detail as will any additional assumptions underpinning the sensitivity analyses undertaken. To do this, a summary overview will be provided in the main report with supplementary information presented in technical Appendices. The draft report will also include a summary economic and risk profile for each product market (encompassing associated commodities). It will be accompanied by an MS Excel model which will also document the key assumptions, associated sensitivity analysis and the detailed results.

The impact of the Covid Crisis will also be factored into the report narrative, and where possible, its impact on import volumes and associated prices will be disentangled from the findings. For example, comparisons will be made with the 2018-19 averages (e.g. prices and import volumes) versus the 2018-2020 and 2020 equivalents to reveal the extent to which Covid-19 might have affected trade.

The draft report will be peer-reviewed internally by Andersons and QUB colleagues not directly involved in the research. Feedback from this peer review will then be incorporated into the report, before it is submitted to the Project Steering Group.

The report itself will be structured based on what was requested in the ITT. A four-page Executive Summary will be provided in plain English discussing the key findings including confident knowledge and uncertainties and gaps in the analysis. The main report will provide a succinct overview of the study, supplemented where appropriate by additional appendices (e.g. detailed Methodology Paper), technical material and references.

A.6 Final Report Presentation: approximately 1-2 weeks after the submission of the draft report, Andersons will present the findings to the Project Steering Group and other invited stakeholders. Whilst the duration of the presentation will be finalised 1-2 weeks before it is due, it is anticipated that the session will consist of a comprehensive overview of the research findings followed by a Q&A session on the report's conclusions and recommendations. Once the feedback from this presentation and any other additional feedback provided by the FSA has been incorporated into the main report, a final report will be submitted to the FSA. An additional one-day's support will also be made available up to 4 weeks after submitting the draft report to address any follow-on questions.

Research Aim B

B.1 Risk Profiling and Hypotheses Development: the outputs from Research Aim A, particularly the econometric modelling and likelihood of future trade agreements, will form

the basis of a draft Food Risk Matrix for each product/commodity and will constitute the starting point for addressing Research Aim B. Taken in conjunction with Evidence (Literature) Review (see below), a series of hypotheses will effectively be developed for each product to depict the extent to which each will be susceptible to food fraud arising from changes as a result of EU Exit.

B.2 Evidence (Literature) Review: will use the existing knowledge base of the FSA (e.g. Food Crime Strategic Assessment 2020¹²) and build upon this to provide a comprehensive overview of studies which have examined how food fraud risks are influenced by trade measures and associated changes over time. This exercise will review studies such as (the “NSF Fraud Protection Model¹³, the SSAFE Food Fraud Vulnerability Assessment tool¹⁴, the Food Fraud Advisor’s vulnerability assessment tool¹⁵) and key food fraud databases such as the US Food Protection and Defense Institute¹⁶ (previously the National Centre for Food Protection and Defense) and the EU RASFF portal¹⁷ to identify product categories where food fraud has been an issue. It will also examine additional databases (such as the Transparency International Corruption Perceptions Index¹⁸ and The World Bank’s Doing Business Index¹⁹) to identify where food fraud opportunities exist, potential perpetrators are present and where bureaucracy is an impediment to doing business. This review will also consider the implications of the recently revised timeframes for implementing the UK Border Operating Model²⁰ in terms of food fraud. These findings will also be integrated into the Food Risk Matrix (which will evolve into the Draft Food Crime Risk Model mentioned below).

B.3 Interim Report Update: a similar update to that outlined under Research Aim A will also be provided under Research Aim B. This will summarise the key findings from the Literature Review and significant changes to the Draft Food Risk Matrix vis-à-vis Research Aim A. This exercise should also uncover any key information gaps which remain and will need to be addressed via the Primary Research (next Step). Accordingly, at this juncture, the discussion guides to be used for the industry interviews will be finalised.

B.4 Primary Research: in-depth interviews will be used to collect evidence from industry experts that will help to test the hypotheses around the potential for food fraud for each product. For instance, if the Draft Food Crime Risk Model suggested that the Risk was “Medium”, then the interviews will be used to cross-check the accuracy of this initial assessment based on the evidence that each interviewee provides. Where appropriate, this primary research evidence will be fed into the Food Crime Risk Model to make any refinements necessary. Given the timelines involved with this study and the fact that some

¹² See: <https://www.food.gov.uk/sites/default/files/media/document/food-crime-strategic-assessment-2020.pdf>

¹³ See: <https://www.food.gov.uk/sites/default/files/media/document/NSF%20Final%20report.pdf>

¹⁴ <https://www.ssafe-food.org/our-projects/>

¹⁵ <https://www.foodfraudadvisors.com/vulnerability-assessment-tools-food-fraud/>

¹⁶ See: <https://foodprotection.umn.edu/>

¹⁷ See: https://ec.europa.eu/food/safety/rasff_en

¹⁸ See: <https://www.transparency.org/en/cpi/2020/index/nzl>

¹⁹ See: <https://www.doingbusiness.org/en/rankings>

²⁰ See: <https://www.gov.uk/government/publications/the-border-operating-model>

interviewees will be able to comment on multiple product areas, it is envisaged that approximately 45-50 interviews will be undertaken. At least two opinions per product will be sought. These interviews will also shed light on key nuances within individual products at a commodity code level, where appropriate.

This step will also address any remaining information gaps from the desk-based research and will provide input for both the qualitative and quantitative assessments of the finalised Food Crime Risk Model incorporating assessments (scorecards) for each product/commodity.

All data collected during the primary research will conform to GDPR requirements and each interviewee will sign a Participant Consent Form before proceeding with the interview. The sub-steps will include;

- iii. **List of potential interviewees:** will be provided to the Project Steering Group at the earliest possible juncture after the commencement of work on Research Aim B.
- iv. **Discussion guide development:** a draft document will be compiled to outline the key discussions points that will be covered in the interviews to address the study's objectives. This will provide scope to probe areas of particular interest arising from the desk-based study. It will also permit more wide-ranging discussions with participants to cover areas of relevance which might not have been picked up previously. Where appropriate, additional versions will be developed to cater for the needs of specific stakeholders (e.g. processors versus Government Departments). The discussion guides will be finalised in conjunction with the Interim Report Update, ahead of the interviews commencing.
- v. **Industry and stakeholder interviews:** will be carried out via telephone and video-call and will be undertaken by Andersons. They will build upon the insights gained from several other pieces of primary research which Andersons has undertaken on NTMs-related issues. They will incorporate interviewees' opinions on how the UK's Border Operating Model (latest updated March 2021²¹) will affect traders importing food products into the UK from EU and non-EU countries. The interviews themselves will consist of in-depth discussions of 40 to 60 minutes' duration. It is anticipated that in addition to speaking with Project Steering Group members, discussions will also be held with Government Departments, processors, trade associations, trade policy experts, customs and veterinary officials, food fraud experts and other university researchers with relevant food crime expertise. Where test interviews are deemed to be of sufficient depth and quality, these insights will also be added to the industry interview input.

B.5 Food Crime Risk Model Finalisation: will take place once the desk-based research has been concluded and the primary research is in its final stages and will incorporate the findings from the complete programme of research. Drawing upon the draft model referred to above, the Finalised FCRM will provide an assessment of the likelihood of Food

²¹ See: <https://www.gov.uk/government/publications/the-border-operating-model>
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Crime taking place for each product and for the top-3 countries supplying these products into the UK (either directly or indirectly via the EU). The model will consist of the following elements:

- a. Baseline data:** obtained from Research Aim A and incorporating the Indices referred to in Step B2 above. At a product level, it will detail the import volumes for each product entering into the UK, the top-3 origins (based on trade data and primary research input) and associated domestic prices. Data on the top-3 origins by products will inform the selection of countries to be modelled. At a country level, the baseline data will include a Corruption Index and Ease of Doing Business scores as well as details of food crime instances in last 5-10 years and the product areas affected. See Figure 6 and Figure 7 for more information.
- b. Tariff impacts:** are relatively straightforward to model as they have defined costs. For the products/commodities selected, details of both the UKGT and EU CET will be provided for each product and converted into an Ad-Valorem Equivalent (AVE) basis. These will be included in the profile for each product as depicted in Figure 6 below. Where several tariffs will be potentially applicable to a product (e.g. beef is likely to be influenced by several tariffs which vary significantly by commodity code (e.g. boneless beef has a much higher tariff than carcass beef)), then the influence of each tariff will be weighted by the volume of imports under each commodity code within the product category. This weighting will then be used in the Food Crime Risk Model and the report narrative (next Step) will highlight any significant difference which will require monitoring.
- c. Tariff Rate Quotas (TRQs):** where these are applicable for each product on imports into the UK, these will be noted in the product profile and commented on further in the report narrative.
- d. Non-Tariff Measure (NTM) costs:** will be calculated for each product/commodity on an AVE basis and will be finalised based on Research Aim A data and any additional refinements that may be needed arising from the primary research. With the NTM costs, there will be scope to do sensitivity analysis for each product, based on the Low, Medium, and High scenarios referred to above. It has been developed over the course of the last three years. Within a given product (e.g. beef), we will be able to quantify the potential NTM costs on a commodity code (either HS6 or CN8 basis). Again, where necessary, weightings can be developed for a product category to reflect the specific commodities being imported into the UK (e.g. high-value boneless cuts, carcass beef and frozen beef).
- e. Price Differential Assessment:** will combine the tariff (principally the UKGT), TRQ and NTM cost estimates to generate a price differential estimates for each product, based on the top-3 importing countries. This will depict the differences in domestic prices in the origin country, the imported price in the UK (i.e. domestic price, plus tariffs, NTMs etc.) and the prevailing domestic UK price. Where significant differences exist, particularly between domestic prices and prevailing

UK prices, then there is a greater opportunity for food crime. This will then register as a higher risk product/commodity.

Figure 6: Sample Product Assessment (Product A) within the Food Crime Risk Model

Import Origin	Imports Volume (T)	Domestic Price (Importer)	UKG T (%)	NTM S Cost (%)	Imported Price	UK Price	Differential (UK Imported) (%)	Risk Level
1	x,xxx	£y	x	x	£y+x	£z	4%	Low
2	x,xxx	£y	x	x	£y+x	£z	9%	Medium
3	xxx	£y	x	x	£y+x	£z	18%	High

Note: sample only.

- f. Country Risk Assessment:** will be developed for each country selected for examination. It will incorporate the Corruption and Ease of Doing Business indices referred to above. It will also gauge the number of food crime instances in the last 5-10 years and the top-3 product areas where these have occurred. This will generate a risk level for each parameter and an overall risk assessment for each country as depicted in Figure 7.

Figure 7: Sample Country Risk Assessment within the Food Crime Risk Model

Parameter	Score / Ranking	Risk Level
Corruption Index	Ranking	Low, Medium, High
Ease of Doing Business	Ranking	Low, Medium, High
Total Food Crime Instances	Total No. in last 5-10 years	Low, Medium, High
Product No.1	Number	Low, Medium, High
Product No. 2	Number	Low, Medium, High
Product No. 3	Number	Low, Medium, High
Overall Country Risk Level	Based on Weighted Score of above	Low, Medium, High

Note: sample only.

- g. Food Crime Risk Scorecard:** will then be developed based on the product and country risk assessments listed above. Given the complexity of assessing food crime and the dynamic nature of the risks involved, these assessments will be based on a 'Likelihood Rating' of food crime occurring.
- h.**
- i.**
- j.** Figure 8 provides a sample assessment that will be generated for each product / country combination whilst Figure 9 provides a sample summary assessment for all products/countries assessed

Figure 8: Food Crime Risk Scorecard for Each Product and Country Combination

Product A, Country 1	
Parameter	Risk Level
Price Differential	Low, Medium, High
Country Risk	Low, Medium, High
UK Import Risk	Low, Medium, High
Overall Risk Assessment	Low, Medium, High

Note: sample only.

Figure 9: Summary Food Crime Risk Assessment for Each Product and Country Combination

Product	Country No.	Risk Level
A	1	Low
	2	Low
	3	High
B	4	Medium
	2	High
	5	Low
C	2	High
	6	High
	8	Low

Note: sample only.

B.6 Report Development: the draft report will build upon the Interim Report (which summarises the key findings from the Literature Review and data gathering) to outline in detail the key findings from the primary research and Food Crime Risk modelling undertaken under Research Aim B. The key assumptions underpinning the analysis, and each scenario (e.g. for the NTMs analysis), will also be set-out in detail as will any additional assumptions underpinning the sensitivity analyses undertaken. Drawing upon the complete programme of research, the report's overall findings, conclusions and recommendations will then be set-out.

The draft report will then be peer-reviewed internally by both Andersons and QUB colleagues not directly involved in the research. Feedback from this peer review will then be incorporated into the report. Appropriate summary versions will then be developed before the draft report is submitted to the Project Steering Group.

When compiling the report, more detailed simulations (case studies) will also be developed for 3-5 products where the impact of changing trade patterns under 3 scenarios will be assessed in terms of the potential for food crime-related incidences and potential disruption to existing regulatory procedures (see Case Study 3 for additional information on what such an analysis will encompass).

The report itself will be structured based on what was requested in the ITT. Both a single-page and three-page Executive Summary will be provided in plain English. The main report will provide a succinct overview of the study, supplemented where appropriate by additional appendices which will outline the detailed methodology, technical material, and references.

B.7 Report Presentation and Finalisation: as with Research Aim A, approximately 1-2 weeks after the submission of the draft report, the consortium will present the findings to the Project Steering Group and other invited stakeholders. Again, the duration of the presentation will be finalised 1-2 weeks before it is due. It is anticipated that the session will consist of a comprehensive overview of the research findings followed by a Q&A session on the report's conclusions and recommendations. Once the feedback from this presentation and any other additional feedback provided by the FSA has been incorporated into the main report, a final report will be submitted. An additional one-day's support will also be made available up to 4 weeks after submitting the draft report to address any follow-on questions on Research Aim B.

Other Points:

- **Analytical Support and Back-Up:** throughout the project, the consortium will be available to support the Project Steering Group on all tasks relating to the gathering, collating, analysis and reporting of relevant data. As part of this, we will take responsibility for compiling the minutes of each meeting and will provide weekly updates to the steering group. This will be done using a combination of email and tele-conferencing formats. As mentioned above, such support will continue for up to four weeks post-delivery (subject to budget still being available).
- **Post-Project Support:** both Andersons and QUB maintain genuine aftercare policies. This confirms that if the client has a relevant issue even after the project's completion, we will ensure it is fully and satisfactorily resolved.

B. INNOVATION

Please provide details of any aspect of the proposed work which are considered innovative in design and/or application? E.g. Introduction of new or significant improved products, services, methods, processes, markets and forms of organization

QUB have experience in developing innovative pragmatic models for risk assessment that have been used in real world solutions e.g. Food Industry Intelligence Network (FIIN), Food Fortress. Garre et al 2019, and Verhaelen et al 2018, developed models primarily for food safety issues, however Food crime risk models are in their infancy. The development of a potentially interactive

3: THE PROJECT PLAN AND DELIVERABLES

A. THE PLAN

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

Figure 10 summarises the proposed project time plan based on the methodology outlined in Chapter 2 and the FSA's intended procurement timetable. These timelines are indicative only and are subject to change as required by the project steering group over the course of the project. In particular, they assume that the project go-ahead will be provided on week commencing 3rd May.

Should there be any delay in the start of the project, the timelines set out will move back in proportion.

It should also be noted that as the research will be underway over the summer holiday period, it is anticipated that there will be some 1-2 weeks where less activity takes place than normal. That said, as several Andersons and QUB personnel will be working on this project, it is expected that progress will continue to be made each week.

Please note that Figures 1-3 above provide the flow charts associated with the proposed plan.

Figure 10 – Project Timelines and Gantt Chart

Task No	Task List and Milestones - Farmer Meetings	Research Aim	Objective No.	Week Commencing	Project Week No.																										
					1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27
1	Project Initiation / Kick-Off Meeting [Milestone A]	Both	All	03-May-21	█																										
2	Data gathering - IFTN and other data	A	A.1	10-May-21	█	█																									
3	Data gathering - HMRC data	A	A.1	17-May-21	█	█	█																								
4	Baseline descriptive trade statistics summary [Milestone A*]	A	A.1	24-May-21	█	█	█	█																							
5	Compile Interim Report Update	A	A.2	31-May-21					█	█																					
6	Submit interim findings report update [Milestone B]	A	A.2	07-Jun-21					█	█	█																				
7	Overview of tariff & NTM changes	A	A.3	14-Jun-21					█	█	█	█																			
8	Econometric modelling and food risk matrix development	A	A.3	21-Jun-21					█	█	█	█	█																		
9	Report Development for Research Aim A	A	A.4	28-Jun-21					█	█	█	█	█	█																	
10	Deliver draft report [Milestone C]	A	A.4	05-Jul-21					█	█	█	█	█	█	█																
11	Present report to FSA and finalise Research Aim A report	A	A.5	12-Jul-21					█	█	█	█	█	█	█	█															
12	Risk profiling and hypotheses development	B	B.1	19-Jul-21																											
13	Literature Review for Research Aim B	B	B.2	26-Jul-21																											
14	Primary research - questionnaire development	B	B.4	02-Aug-21																											
15	Compile and submit Interim Report Update [Milestone D]	B	B.3	09-Aug-21																											
16	Undertake primary research interviews	B	B.4	16-Aug-21																											
17	Develop and finalise Food Crime Risk Model	B	B.5	23-Aug-21																											
18	Compile draft report for Research Aim B and submit [Milestone E]	B	B.6	30-Aug-21																											
19	Present the report's findings	B	B.6	06-Sep-21																											
20	Submit final report following presentation feedback [Milestone F]	B	B.6	13-Sep-21																											
21	Progress updates (email, telephone and video conference)	Both	All	20-Sep-21																											
22	Contingency time & follow-up support	Both	All	27-Sep-21																											

Sources: The Andersons Centre and Queen's University Belfast

B. DELIVERABLES

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

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

Each deliverable should be:

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

Please insert additional rows to the table below as required.

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

DELIVERABLE NUMBER OR MILESTONE IN ORDER OF EXPECTED	TARGET DATE	TITLE OF DELIVERABLE OR MILESTONE
MILESTONE A	03/05/2021 (week commencing)	INCEPTION MEETING: FORMALLY KICKS OFF THE PROJECT. MORE DETAIL PROVIDED ABOVE.
MILESTONE A*	31/05/2021 (week commencing)	BASELINE DESCRIPTIVE STATISTICS SUMMARY: SUMMARISE RELEVANT TRADE DATA TO HS6-HS8 LEVELS FOR THE 2018-2020 PERIOD
MILESTONE B	14/06/2021 (week commencing)	INTERIM REPORT UPDATE – RESEARCH AIM A: RELATES TO OBJECTIVE A2. MORE DETAIL ABOVE.
MILESTONE C	19/07/2021 (week commencing)	DRAFT REPORT – RESEARCH AIM A: ATTAINS OBJECTIVE A.4 & SUMMARISES OBJECTIVES A.1-A.3. DETAIL ABOVE.

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MILESTONE C	19/07/2021 (week commencing)	SPREADSHEET MODEL – RESEARCH AIM A: ASSOCIATED WITH OBJECTIVES A.1-A.4 & INCLUDES FOOD RISK MATRIX FOR EACH PRODUCT.
MILESTONE D	26/07/2021 (week commencing)	INTERIM REPORT UPDATE – RESEARCH AIM B: ATTAINS OBJECTIVE B.3 & SUMMARISES OBJECTIVES B.1 & B.2.
MILESTONE E	13/09/2021 (week commencing)	DRAFT REPORT – RESEARCH AIM B: ATTAINS OBJECTIVE B.6 & INCLUDES DELIVERABLES SUMMARISING OBJECTIVES B4 & B5.
MILESTONE E	13/09/2021 (week commencing)	FOOD CRIME RISK MODEL – RESEARCH AIM B: LINKED WITH OBJECTIVES B1-B6 & INCLUDES FOOD CRIME RISK SCORECARDS.
MILESTONE F	04/10/2021	FINAL REPORT PRESENTATION & SUBMISSION – RESEARCH AIM B: ATTAINS OBJECTIVE B.6

4: ORGANISATIONAL EXPERIENCE, EXPERTISE and STAFF EFFORT**A. PARTICIPATING ORGANISATIONS' PAST PERFORMANCE**

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

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

CASE STUDY 1:

DATES: March to July 2019 – Impact of Trade Barriers on the UK Beef and Lamb Sectors (delivered under the Red-Meat Route to Market Project)

Clients: Agriculture and Horticulture Development Board (AHDB) in collaboration with Quality Meat Scotland (QMS) and Hybu Cig Cymru (HCC)

Value: circa £25,000

Project Aim and Objectives: the aim was to provide stakeholders with a detailed understanding of the potential impacts of Brexit on British beef and sheepmeat trade, the implications thereof for supply-chain operations and grazing livestock farming systems. Its objectives included;

- Present a detailed understanding of Non-Tariff Measures (NTMs) that businesses must overcome when trading with the EU and third countries and how these might change under certain types of Brexit.
- Set-out what 'frictionless trade' actually means, how close two countries can get to it and how close trade could potentially come to 'frictionless' in terms of 'government imposed' friction between UK & EU.
- Describe in detail what the impact of trading based on WTO rules will mean for trade between the UK and EU, and UK and selected third countries that currently have preferential arrangements with the EU.

- Detail the basis for trading through Tariff Rate Quotas (TRQs) with the EU, the method by which they can be used, how they might be allocated to the UK for use, and other considerations.
- Measure the impact of each of the scenarios on the total amount of the beef and lamb goods traded and how it might affect British domestic beef and lamb supply chains. This included the possible impact on domestic demand affecting the trade balance of carcase components.

What Andersons Delivered:

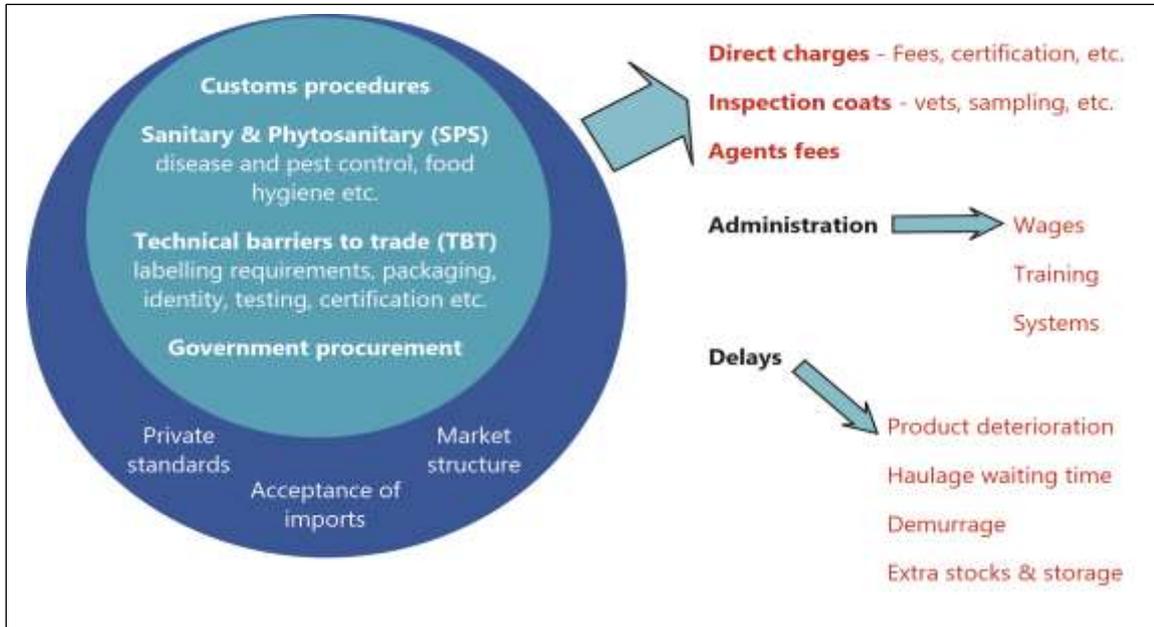
- A detailed 126-page report (with additional Annexes) which;
 - Provided a detailed assessment of the impact of non-tariff barriers for 7 beef and sheep meat products based on 25-30 cost sub-categories across three scenarios and covering two transport modes.
 - Quantified how future TRQ's could be potentially allocated between the UK and the EU27 and set out how this could impact the future competitiveness and performance of the British beef and sheepmeat industries.
 - Provided a detailed assessment of the impact of trade barriers on beef and sheepmeat output and trade across both a Brexit Deal and No-Deal scenario. This also included a top-level assessment of the likely price impacts at farm-level under both scenarios for beef and sheepmeat generally.
 - Set-out the projected impacts of these price and output changes at a farm-level using Andersons' Meadow Farm model.
 - Outlined how close the UK could get to 'frictionless' trade under a Brexit Deal scenario.
 - Quantified the potential impacts of the output and trade changes on carcase balance to an 8-digit commodity code level for both beef and sheepmeat products which estimated that 18-22% of the UK lamb crop is exposed under a No-Deal scenario.
 - Report is available via the [AHDB website](#).
- Presented a summary of the findings to AHDB levy-payers via a webinar and summary podcast and contributed to a number of short articles summarising key topics of the research.
- Presentations the report's findings to personnel within the AHDB, QMS and the HCC.

Skills Developed:

- A thorough understanding of how NTMs will affect the UK's trade with the EU which built upon insights gained in previous projects.
- An NTMs model to quantify the impact by commodity code which has the potential to be deployed to assist policy-making across a range of agricultural sectors.
- An enhanced understanding of the influences of beef and sheepmeat sectors in other countries exert on the UK beef and sheep sectors via interviews undertaken with experts from a selection of non-EU countries.
- Further enhanced ability to conduct complex economic impact assessments arising from policy changes brought about by Brexit.

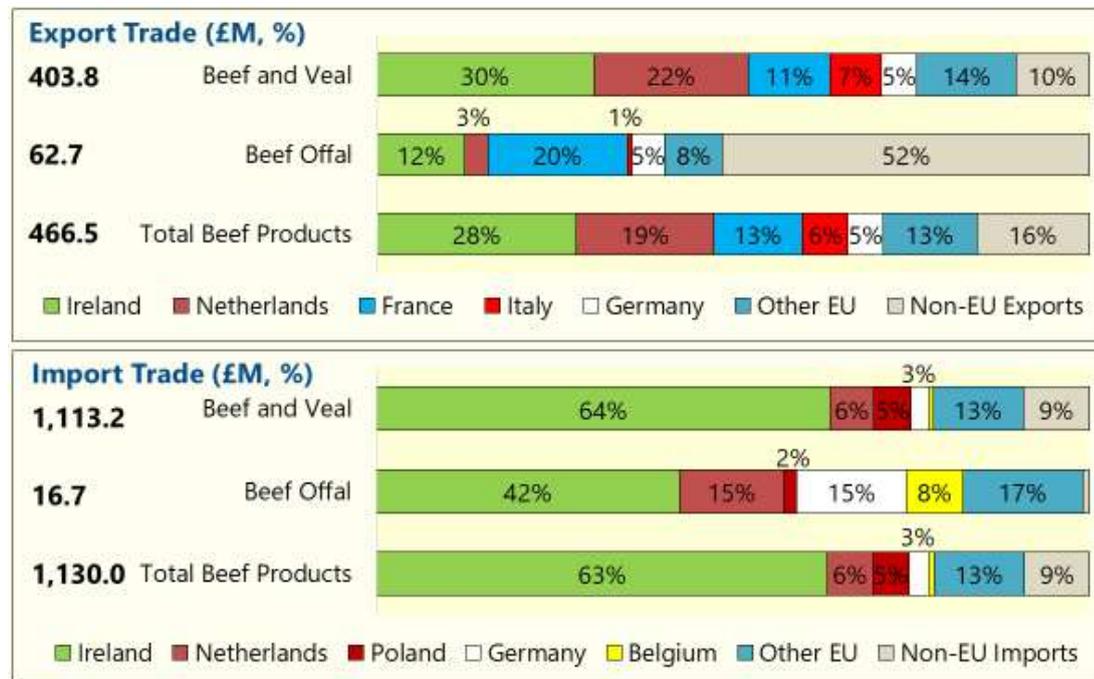
A strong understanding of the implications of a No-Deal Brexit on carcase balance in both the beef and sheep sectors and robust estimates of their degree of impact on the UK lamb crop.

Figure 11 – Potential impacts of non-tariff measures and barriers



Source: The Andersons Centre (2019)

Figure 12 – Overview of UK Beef Exports and Imports by Geographic Region



Sources: The Andersons Centre, HMRC

Figure 13 – Proposed split of Existing EU28 Sheepmeat TRQs between UK and EU27

Country	EU28 (t)	EU27 (t)	EU27 Share (%)	UK (t)	UK Share (%)
Argentina	23,000	17,006	74%	5,994	26%
Iceland	600	349	58%	251	42%
Bosnia & Herzegovina	850	410	48%	440	52%
Australia	19,186	3,837	20%	15,349	80%
Chile	3,000	2,628	88%	372	12%
Greenland	100	48	48%	52	52%
New Zealand	228,389	114,184	50%	114,205	50%
Uruguay	5,800	4,759	82%	1,041	18%
Other	200	200	100%	0	0%
Erga Omnes	200	178	89%	22	11%
Total	281,325	143,599	51%	137,726	49%

Sources: The Andersons Centre and Council of the European Union

Figure 14 – Projected Impacts on Beef and Sheepmeat Output under a Brexit Deal ('000 Tonnes)

Measure	Beef			Sheepmeat			Total Beef & Sheepmeat		
	Base	Deal	% ch	Base	Deal	% ch	Base	Deal	% ch
UK Production	914.3	916.9	0.2	292.9	290.0	-1.0	1,207.2	1,206.1	-0.1
Exports	108.8	108.0	-0.8	83.7	82.4	-1.5	192.5	190.4	-1.1
To EU	95.9	95.1	-0.9	79.4	78.2	-1.6	175.4	173.3	-1.2
To Non-EU	12.9	12.9	0.0	4.3	4.2	0.0	17.2	17.2	0.0
Imports	276.2	273.6	-0.9	82.4	82.0	-0.5	358.6	355.6	-0.8
EU	258.6	256.0	-1.0	12.9	12.6	-2.9	271.5	268.6	-1.1
Non-EU	17.6	17.6	0.0	69.5	69.5	0.0	87.0	87.0	0.0
Estimated Consumption	1,081.6	1,081.7	0.0	291.6	289.6	-0.7	1,373.2	1,371.3	0.1

Figure 15 – Projected Price Impacts Under Each Brexit Scenario

Sector	Brexit Deal	No Deal
Beef	-1%	-4%
Sheepmeat	-3%	-24%

Figure 16 – Overview of the UK's Net Trade Position for Selected Beef Products (Tonnes)

Code	Description	EU27 Net Trade*	Non-EU Net Trade*	Overall Net Trade*
02011000	Fresh beef carcasses or half-carcasses	- 16,838	93	- 16,745
02012020	Fresh beef "compensated" quarters	- 1,439	1,133	- 306

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02012030	Fresh/chilled beef forequarters (bone-in)	- 397	35	- 363
02012050	Fresh/chilled beef hindquarters (bone-in)	261	7	268
02012090	Other fresh/chilled beef cuts (bone-in)	- 4,535	1,155	- 3,380
02013000	Fresh/chilled boneless beef	- 66,932	- 10,272	- 77,204
02021000	Frozen beef carcasses/half-carcasses	- 397	586	189
02022010	Frozen beef quarters (bone-in)	- 276	994	718
02022030	Frozen beef forequarters (bone-in)	- 312	64	- 249
02022050	Frozen beef hindquarters (bone-in)	- 57	176	120
02022090	Other frozen beef cuts (bone-in)	- 2,729	2,708	- 21
02023010	Frozen boneless beef forequarter cuts	- 23,308	804	- 22,504
02023050	Frozen boneless beef chuck/blade/brisket cuts	- 3,721	908	- 2,813
02023090	Frozen boneless beef cuts (excl. forequarters) (≤5 pcs)	- 23,473	- 1,287	- 24,759
02061095	Fresh edible beef offal thick/thin skirt	- 1,036	0	- 1,036
	<i>Other beef offal</i>	10,466	21,873	32,340
	Total Selected Beef	-134,723	18,978	-115,745

Source: The Andersons Centre (2019)

* Net Trade shows Exports minus Imports for each region, (negative denotes a deficit; positive denotes surplus).

Project Aim: quantify the impact of Non-Tariff Measures (NTMs) on a range of agri-food commodities arising on trade with the EU as a result of Brexit and on imports from third countries outside of the EU.

Key objectives were;

- Identify what specific processes must be followed when currently exporting to EU (i.e. UK→EU) and how these will differ when importing from third countries (i.e. third country→EU).
- Develop a set of quantitative estimates resulting from specific NTMs for each step in the trade process for each agri-food sector.
 - Provided on Ad Valorem Equivalent (AVE) basis
 - Cost per tonne and cost per load (container) estimates where applicable.
- Ascertain the impact of NTMs on specific agri-food supply chains.
- Present the findings (via report and MS Excel models) to Defra and address related questions.

What Andersons Delivered:

- A detailed 208-page report which;
 - Quantified the impact of NTMs for over 70 agri-food products (based on 8-digit commodity codes) on both a 'checked load' (subject to full range of regulatory checks) and on a probabilistic basis, covering key transport modes (e.g. Roll-on, Roll-off (RoRo)

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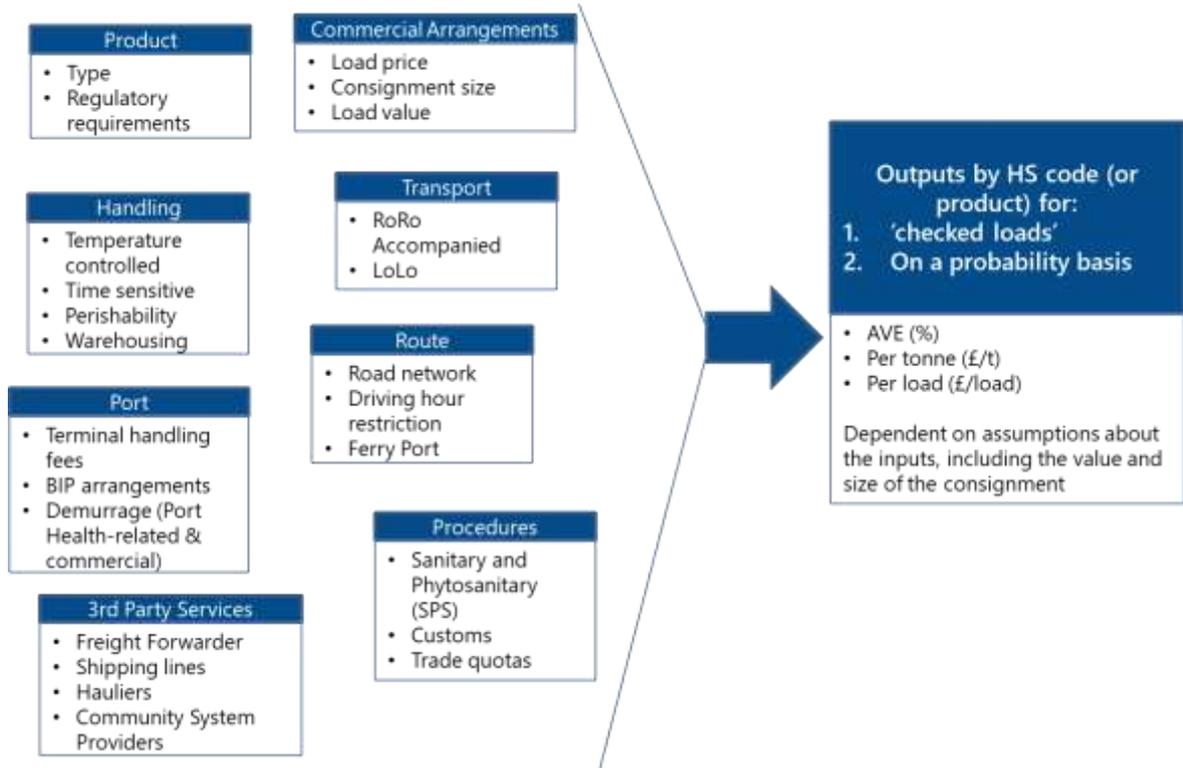
and Lift-on, Lift-off (LoLo). For each product, 25-30 different cost sub-categories were assessed.

- Provided details of a comprehensive Literature Review, encompassing over 35 studies, that investigated NTMs in agri-food trade, and summarised their key findings in a series of concise Tables.
- Developed a series of process maps outlining the key steps in the importation of agri-food produce into the EU (and UK) from third countries.
- A comprehensive MS-Excel based NTMs Model setting out the cost estimates by each cost-subcategory which could subsequently be refined by Defra personnel as new information became available. This model also detailed the key assumptions used.
- Detailed breakdown of UK trade with EU and non-EU regions on both a value and tonnage basis.
- Conducted detailed interviews with approximately 50 industry professionals and experts from across the agri-food industry and delivery of four industry workshops to review and verify the modelling approach. Each workshop included a mix of participants who provided a valuable sense-check of the modelled estimates.
- Presentations to Defra and other UK Government personnel based on the report's findings.

Skills Developed:

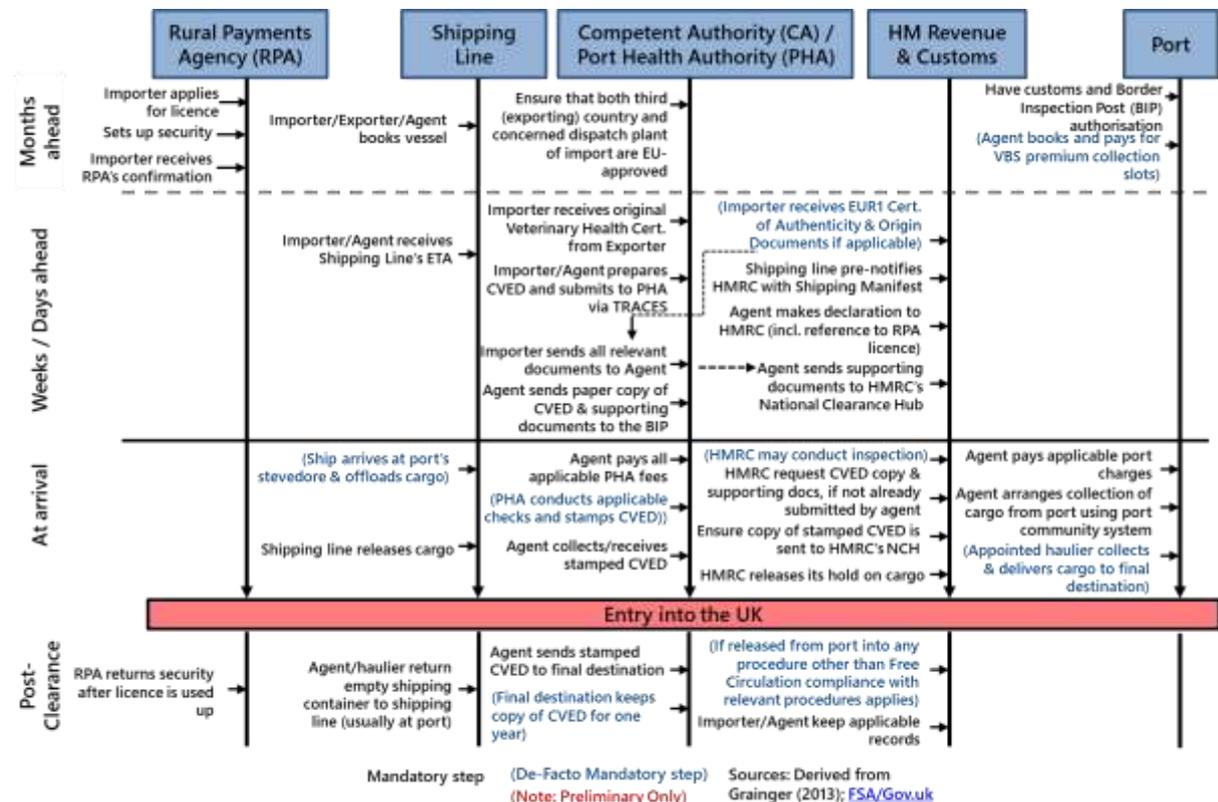
- Highly detailed understanding of NTMs in UK agri-food resulting from an extensive literature review of previous studies, in-depth discussions with industry experts, and detailed economic modelling exercises which built upon previous studies that Andersons undertook since 2016.
- A framework to quantify NTMs at both a commodity-code and sectoral level which has been subsequently used in several other studies across UK food and farming.
- Strong understanding of the impacts of NTMs at various stages of the supply chain encompassing farm, processing, logistics and retailing levels.
- Workshops' facilitation expertise to deliver a series of tailored workshops to provide highly useful confirmatory feedback on the preliminary estimates compiled.

Figure 17 – Case Study Sample – NTMs Model Framework and Structure



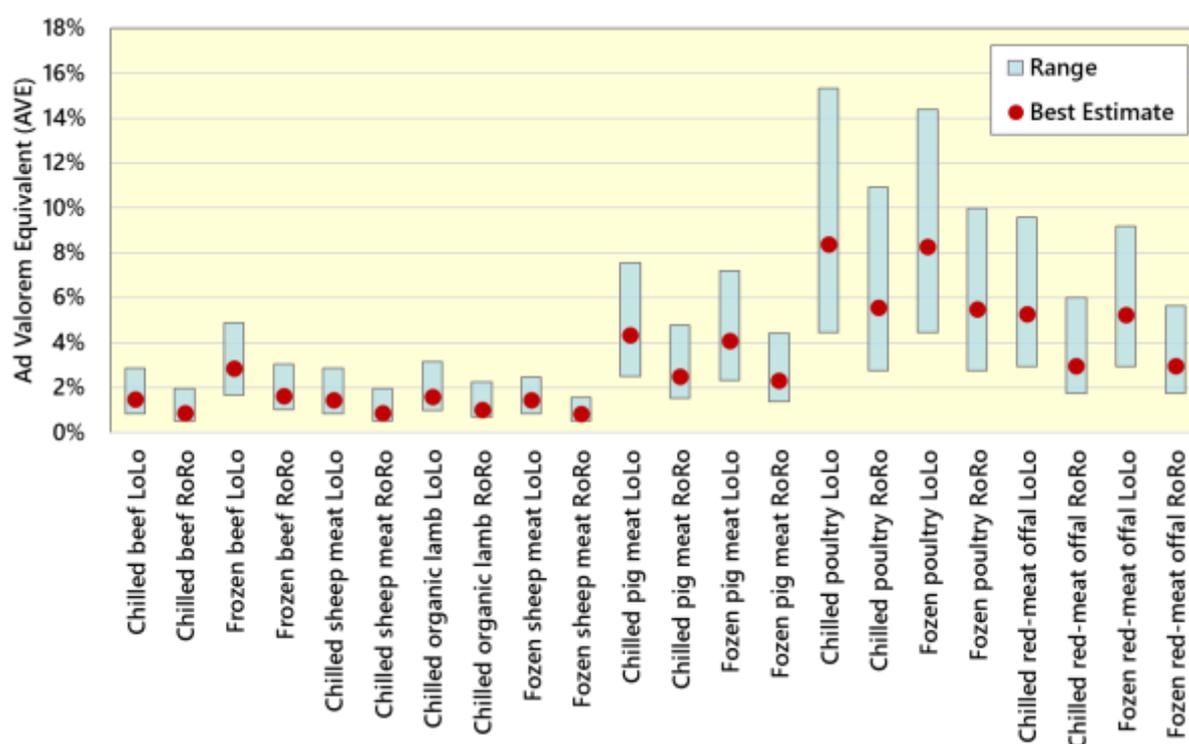
Source: The Andersons Centre

Figure 18 – Case Study Sample – UK Meat Imports Processes' Map (2018)



Sources: The Andersons Centre and Trade Facilitation Consulting

Figure 19 – Case Study Example – Probabilistic NTM AVEs for Products of Animal Origin (POAO)



Source: The Andersons Centre

CASE STUDY 3: The Beef Crimes Risk Assessment Tool (QUB Project)

DATES: January 2020 to February 2021

Clients: funded by the European Institute of Innovation and Technology (EIT) (Food Fortress/R6603GFS) and ABP Food Group.

Value: Confidential

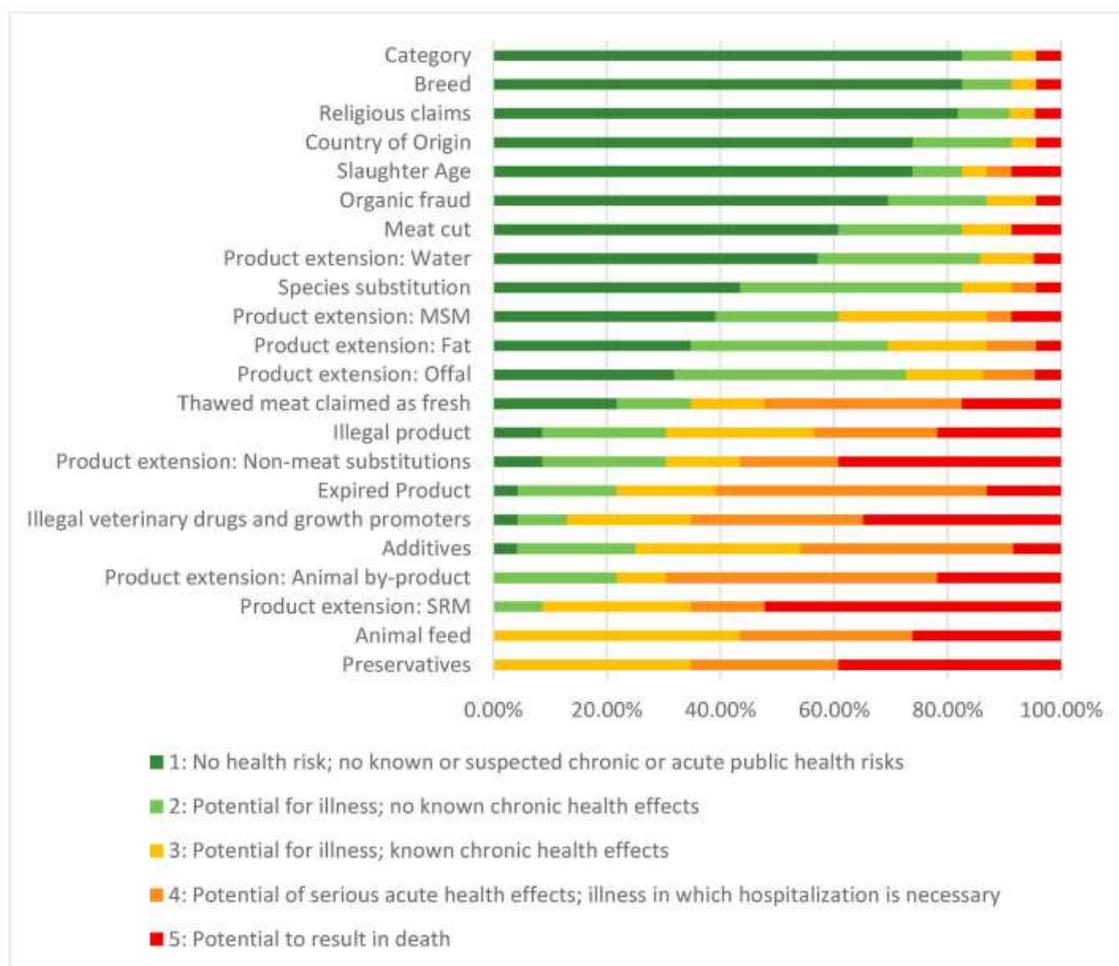
Project Aim: The current study presents a risk assessment to determine the perceived commercial risk of food fraud in the beef supply chain. In this research, threats to the beef supply chain were established using mixed methodologies, and the risk associated with these threats was determined. This research has laid the groundwork needed to help the beef industry understand and prioritize types of food fraud related to beef; and has resulted in a tool that can help aid food fraud detection, prevention, and mitigation plans based on impending risks.

Methods: Mixed methodologies were used to identify threats and the associated risks. A review of five different databases, and reports on the Rapid Alert System for Food and Feed (RASFF) portal, were used to identify the threats in the beef supply chain. Subsequently survey stakeholders (n = 50) ranked these threats on criteria to assess their probability and their severity and determine risk.

Results and conclusion: This research has identified 24 types of food fraud in beef, referred to as beef crimes. To analyse and prioritize these crimes a Beef Crime Risk Assessment Tool (BCRAT) was developed to assess the risk each beef crime poses to the beef industry. Results showed that ‘illegal veterinary drugs

and growth promoters' posed the greatest perceived commercial risk to the beef industry while fraud related to the 'breed' and 'category' of cattle posed the least perceived commercial risk. This research can be exploited to build food fraud prevention and mitigation plans for the beef industry.

Figure 20 – Case Study Example – Beef crimes score for consumer perceptions.



Source: Robson et al. (2021)²².

²² Robson, K., Dean, M., Haughey, S. A., & Elliott, C. T. (2021). The identification of beef crimes and the creation of a bespoke beef crimes risk assessment tool. Food Control, 107980.

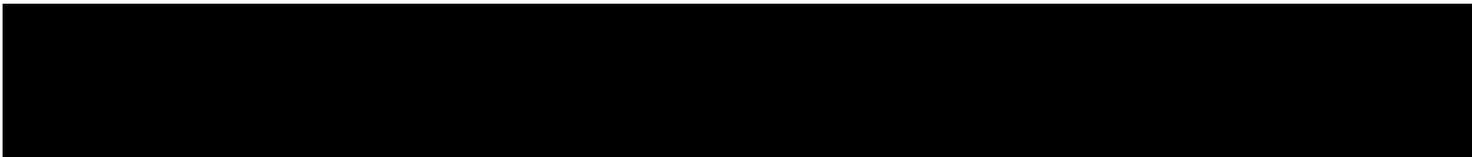
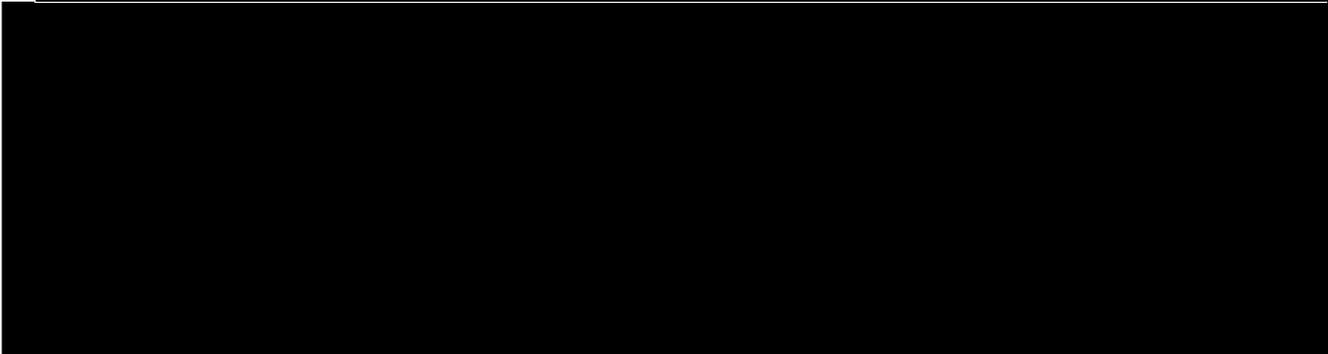
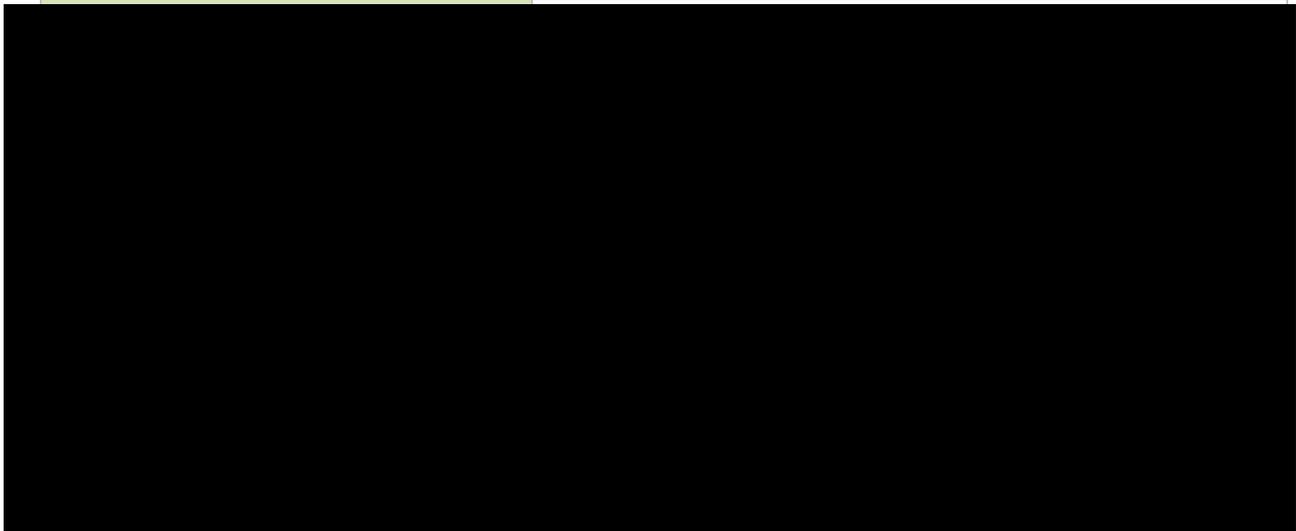
Figure 21 – Case Study Example – Beef crimes risk assessment.

Beef crime	Severity			Probability							Commercial risk	
	Public health risk	Consumer perception	Business impact	Number of reports on RASFF	% of total RASFF reports	Reports	RASFF Trend	Awareness	Likelihood of detection	Complexity of detection	Commercial risk	Risk ranking
Illegal veterinary drugs and growth promoters	5	5	4	74	67%	6	3	1	1	4	2092	1
Illegal products	3	5	5	15	9%	2	3	1	5	5	1254	2
Expired product	4	5	4	3	2%	2	3	2	1	1	504	3
Animal feed	3	5	4	7	4%	2	2	2	1	4	504	4
Product extension: Animal by-product	4	5	3	1	1%	1	2	2	3	5	440	5
Species substitution	1	4	4	57	30%	5	2	1	1	1	330	6
Product extension: Non-meat substitution	5	4	3	0	0%	1	2	2	1	4	308	7
Preservatives	5	5	4	0	0%	1	2	2	1	3	288	8
Product extension: Offal	2	4	3	0	0%	1	2	2	3	5	260	9
Religious claims	1	5	3	0	0%	1	2	2	4	5	242	10
Additives	4	4	3	2	1%	1	2	2	1	3	228	11
Product extension: SRM	5	5	5	1	1%	1	2	1	1	2	200	12
Meat cut	1	2	3	0	0%	1	2	2	4	5	176	13
Organic fraud	1	3	3	0	0%	1	2	1	3	5	162	14
Slaughter age	1	2	3	0	0%	1	2	1	4	5	160	15
Thawed meat claimed fresh	3	4	3	0	1%	1	3	1	3	3	156	16
Product extension: MSM	1	4	4	0	0%	1	2	2	2	2	132	17
Product extension: Water	1	4	3	0	0%	1	2	2	1	1	80	18
Country of origin	1	2	2	0	0%	1	2	1	2	2	70	19
Product extension: Fat	1	3	3	0	0%	1	2	1	1	1	54	20
Short-weighting	1	3	3	0	0%	1	2	1	1	1	54	21
Process claims	1	3	3	0	0%	1	2	1	1	1	54	22
Brand	1	3	2	0	0%	1	2	1	1	1	48	23
Category	1	2	3	0	0%	1	2	1	1	1	48	24

Source: Robson et al. (2021)²³.

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

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



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Graham Redman, Partner and Research Economist, The Andersons Centre – Graham is a highly experienced Research Economist who has led Andersons' UK crop area forecasting service for more than 10 years and has delivered numerous presentations on Brexit to a wide range of organisations involved in the agri-food and red meat sectors. He is a specialist modelling expert and forecaster, adept at using MS Excel to handle potentially complex calculations to create useful information and visualisations from data. He is a writer of clear, concise and unambiguous English having regularly contributed to publications and completed study reports for 10 years. He is author of the John Nix Farm Management Pocketbook.

Participant Organisation 2	Queen's University Belfast
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Named staff members, details of specialism and expertise.

Professor Paul Brereton, Director of Strategic Alliances (Professor of Practice) at the Institute for Global Food Security (IGFS) at Queen's University Belfast. He has extensive experience of leading international multi-disciplinary research in the agri-food space, with a particular focus on food fraud and has led some of the world's largest research activities concerned with food fraud, e.g. FoodIntegrity, Authent-Net, TRACE His research interests include interdisciplinary research relating to food safety, quality and authenticity at the science-policy interface. He has worked in Government, academia and the private sector where he initiated research on the first trade data driven food fraud early warning system and has taken forward this theme while at QUB through developing the International Food Trade Network capability with Dr Vasilis Grigoriadis. He has published over 70 peer-reviewed papers on food safety, quality and authenticity. Recent publications include:

- Casadeia, E., Valli, E., Pannia, F., Donarski, J., Farrús Gubern, J., Lucci, P., Conte, L., Lacoste, F., Alain Maquet, A., Brereton, P., Bendini, A., Gallina Toschi., 2021. Emerging trends in olive oil fraud and possible countermeasures. Food Control, 124, Available online January 2021, <https://doi.org/10.1016/j.foodcont.2021.107902>
- Garre, A., Fernandez, P. S., Brereton, P., Elliott, C., & Mojtahed, V. (2019). The use of trade data to predict the source and spread of food safety outbreaks, an innovative mathematical modelling approach. Food Research International, 123, 712-721.
- Kendall, H., Clark, B., Rhymer, C., Kuznesof, S., Hajslova, J., Tomaniova, M. Brereton.P., Frewer, L. (2019). A systematic review of consumer perceptions of food fraud and authenticity: A European perspective. Trends in Food Science & Technology, 94, 79-90.
- Conte, L., Bendini, A., Valli, E., Lucci, P., Moret, S., Maquet, A., Lacoste, F., Brereton, P., ... & Toschi, T. G. (2019). Olive oil quality and authenticity: A review of current EU legislation, standards, relevant methods of analyses, their drawbacks and recommendations for the future. Trends in Food Science & Technology.

Professor Chris Elliott OBE, Professor, Queen's University Belfast. Professor Elliott is recognised as one of the foremost experts in food safety and authenticity. He led the UK government's independent review of food systems following the 2013 Horsemeat scandal. He has been active in research related to veterinary drug residue analysis and specialised in using immunochemical based screening technologies. Professor Elliott has published more than 300 papers in the field of detection and control of chemical contaminants in agri-food commodities and co-ordinated one of the world's largest research project in this area (www.BioCop.org). He co-ordinated another major EU research project QSAFFE which is dealt with contaminant issues along the animal feed supply chain.

He is currently funded on a range of grants from BBSRC, ERSC, FP7, safefood and SFI-DEL. He is also the Director of the ASSET Technology Centre. This centre of excellence was set up in 2009 with a £1.75M investment from The Department of Learning in Northern Ireland. Furthermore, he is also co-ordinator of two Island of Ireland research networks (biotoxins and chemicals) and is one of the co-founding members of the International Drug Residue School (SARAF) based in Nantes in France.

Recent publications include:

- Robson, K., Dean, M., Haughey, S., Elliott, C. T., 2021, The identification of beef crimes and the creation of a bespoke beef crimes risk assessment tool. Food Control. 126, Available on line 28 February 2021, <https://doi.org/10.1016/j.foodcont.2021.107980>
- Murphy, B., Benson, T., Lavelle, F. Elliott, C., Dean, M., 2021. Assessing differences in levels of food trust between European countries, Food Control, 120, Online February 2021 [10.1016/j.foodcont.2020.107561](https://doi.org/10.1016/j.foodcont.2020.107561)
- Robson, K., Dean, M., Brooks, S., Haughey, S., & Elliott, C. (2020). A 20-year analysis of reported food fraud in the global beef supply chain. Food Control, 116, 107310.
- Spink, J., Elliott, C., Dean, M., Speier-Pero, C. Food fraud data collection needs survey (2019) npj Science of Food, 3 (1), art. no. 8,
- Fox, M., Mitchell, M., Dean, M., Elliott, C., Campbell, K. The seafood supply chain from a fraudulent perspective (2018) Food Security, 10 (4), pp. 939-963.

Dr. Vasilis Grigoriadis, Postdoctoral Researcher, Queen's University Belfast. He is a Research Fellow at Institute for Global Food Security since 2019 working on projects related to a) the transformation of the UK food

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systems considering environmental, nutritious and economic aspects and b) the development of the International Food Trade Network with a focus on the UK market.

Previously, he was as a Research Assistant at Harper Adams University in 2018 having worked on two different projects: a) economics of robots and automation in field crop production and b) food waste management in the retail sector (AgroCycle Horizon).

He was awarded his PhD in Agricultural Economics in 2019 by the School of Economics at Aristotle University of Thessaloniki.

He has published extensively in the field of Economics covering a wide range of areas such as Microeconomics, Econometrics, Finance and Food Science. Key publications include:

- Fousekis, P., Grigoriadis V., 2017, Joint price dynamics of quality differentiated commodities: copula evidence from coffee varieties, *European Review of Agricultural Economics*, Volume 44, Issue 2, April 2017, Pages 337–358, <https://doi.org/10.1093/erae/jbw015>
- Fousekis, P., & Grigoriadis, V. (2019). Integration and hierarchy of pork markets in the EU: An analysis from the vantage of Graph Theory, *German Journal of Agricultural Economics*, 68(2), 118-134
- Fousekis, P., Emmanouilides, C., & Grigoriadis, V. (2017). Price linkages in the international skim milk powder market: empirical evidence from nonparametric and time-varying copulas. *Australian Journal of Agricultural and Resource Economics*, 61(1), 135-153
- Fousekis, P., & Grigoriadis, V. (2016). Spatial price dependence by time scale: Empirical evidence from the international butter markets. *Economic Modelling*, 54, 195-204

Participant Organisation 3

N/A

Named staff members, details of specialism and expertise.

C. STAFF EFFORT

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

5: PROJECT MANAGEMENT

Please fully describe how the project will be managed to ensure that objectives and deliverables will be achieved on time and on budget, including governance structures. Please describe how different organisations/staff will interact to deliver the desired outcomes.

Highlight any in-house or external accreditation for the project management system and how this relates to this project.

The Project Manager has several years' experience in managing projects such as this. The objectives, deliverables and timescales set-out above are based on managing similar projects in recent years. These projects have included working with consortium partners on behalf of Government Departments.

Each consortium partner will work together based on the project tasks set-out. Each project task will have a lead and a support role which are assigned to each organisation / staff member. The project will be managed on a weekly update basis and task will be managed using a "traffic light" system. Where projects are on target, these will be denoted in Green. Where there is a risk of slippage, these will be coded in Amber and where a task is behind, these will be coded in Red. Where there is a danger of timescale slippage, mitigating actions will be put in place. The FSA will also receive a Project Progress Summary Table during the regular project updates, similar to the example below.

Example Project Progress Summary Table

Project Task / Action	Responsible	Comments	Completion (%)	Due
Initial Desk Research / Literature Review	Andersons/ Consortium	Underway. 30+ studies identified. Definition of NTMs. Short overview and critique of top-down (gravity models, price gap methods, time cost methods) and bottom-up (survey-based) analyses. Review of bottom-up assessments in agri-food (UK-EU; 3rd country-EU and others).	Circa 50%	10th Aug
Stakeholders / interviewees List	Andersons to lead	Approximately 75 contacts identified. Mostly via web searches/previously (50+) on Andersons' databases. Initial approaches will be made to each contact in coming weeks with a copy of the Participant Consent Form.	Circa 30%	26th Jul
Trade Statistics	Andersons to lead	UK-EU to be obtained w/c 23rd July. Third country to EU (top countries by product) (2019 base year)	Not formally started	September
Questionnaire Development	Andersons to lead	Draft Questionnaire in development for Products of Animal Origin. Other sectors will follow. This will become a core focus once literature review is drafted.	50%	15th August
Report Compilation	Andersons/ Consortium	Initial Draft of Introductory Chapter compiled in conjunction with literature review write-up	Circa 10%	End November
Data sharing with consortium	All	Client to share available information on risk registers, existing NTMs info etc.		Ongoing

6. RISK MANAGEMENT

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

Identified risk	Likelihood of risk (high, medium, low)	Impact of Risk (high, medium, low)	Risk management strategy
Staff ill health	M	M	Over the last 5 years no project has suffered delay due to illness. However, Covid-19 is unprecedented so risk is elevated. Working from home measures are in place for consortium staff. Other consultants (e.g. Graham Redman, Caroline Ingamells) will be able to cover additional tasks.

			There is some contingency or catch-up time.
Timescale Slippage	M	H	Contingency and follow-up support time built in for dealing with data availability delays (see GANTT chart above). Evaluate weekly to ensure progress continues to plan. Early preparations and careful timetabling will minimise delays. Project will be priority task throughout period.
Covid-19 Disruption	M	M	Although Covid-19 has meant that it is not possible to hold face-to-face interviews and update meetings will be more challenging, it is planned to conduct all project interviews via telephone / video call. This will not affect the quality of the research outputs. As mentioned in the staff ill health point above, work from home policies are in place to limit any risks of Covid-19 transmission.
Not producing deliverables that adequately fills the knowledge gap.	L	H	The experience and skills of both consortium partners in the food & agriculture industry, assessing Brexit trade policy issues and developing impact assessments should produce a high-quality outputs, addressing the FSA's needs. Interim progress updates will help to identify potential issues at an early stage and discussions with the FSA and other project partners will identify any mitigating strategies or amendments that may be required.
Not using the right information to produce meaningful and useful results.	L	M	The project team is well versed in the analysis and presentation of data and have a good knowledge of the UK food industry and the implications of policy changes. The report and models produced will be collaborative to ensure a high-quality output. All results will be 'sense-checked' by consultants not directly involved in the analysis. There will be close cooperation with the project steering group.
IT Failure	L	L	Andersons and QUB's IT systems are cloud-based with extensive back-up plans in place. IT support is available at short notice. Our IT providers also have back-up support systems in place. Cloud-based storage systems also permit access to previous versions of work files if needed.

7. QUALITY MANAGEMENT

A. QUALITY MANAGEMENT

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

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

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

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

Andersons prides itself in first class workmanship. A policy of assuring high standards is maintained via peer review at all times. Being a small organisation, Andersons has chosen not to formally sign up to the ISO 9001 regulations, finding it overly bureaucratic. However, Andersons manages its own stringent quality assurance protocols. As outlined above, the work will be monitored by a Partner for quality; every part of the study will be peer reviewed, and the report will be proof read by a Partner of the business before release to ensure the highest standards are met.

It is Andersons' intention not simply to meet the contractual requirements of the tender but to exceed the expectations of the client with every piece of work we undertake.

Andersons also maintains a genuine aftercare policy. This ensures if the client has a relevant issue even after the report completion, Andersons will ensure it is fully and satisfactorily resolved.

B. ETHICS

Please identify the key ethical issues for this project and how these will be managed. Please respond to any issues raised in the Specification document

Please describe the ethical issues of any involvement of people, human samples, animal research or personal data in this part. In addition, please describe the ethical review and governance arrangements that will apply to the work done.

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

Please see attached Andersons Ethics Policy included within its “Andersons Policies 2021” document. Aside from the treatment of personal/confidential data during the research interviews for this project (addressed in Data Protection section below), we do not envisage any ethical issues arising from this project.

C. DATA PROTECTION

Please identify any specific data protection issues for this project and how these will be managed. Please respond to any specific issues raised in the Specification document.

Please note that the successful Applicant will be expected to comply with the Data Protection Act (DPA) 1998 and ensure that any information collected, processed and transferred on behalf of the FSA, will be held and transferred securely.

In this part please provide details of the practices and systems which are in place for handling data securely including transmission between the field and head office and then to the FSA. Plans for how data will be deposited (i.e. within a community or institutional database/archive) and/or procedures for the destruction of physical and system data should also be included in this part (this is particularly relevant for survey data and personal data

collected from clinical research trials). The project Lead Applicant will be responsible for ensuring that they and any sub-contractor who processes or handles information on behalf of the FSA are conducted securely.

The Andersons Centre (Andersons) is a Registered data controller with the Information Commissioner's Office (Reference Number: ZA070112). As The Andersons Centre will be undertaking the primary research interviews, all discussions will be undertaken in accordance with the Market Research Society's Code of Conduct and any applicable legislation. In advance of any interview taking place, each participant will be able to review and agree a Participant Consent Form before any conversations take place. This form will emphasise that all input provided will be confidential and will not be sourced individually to the interviewee or to the interviewee's organisation. The interviewee will also have the right to withdraw his/her input at any time.

Any data arising from the interviewees will be held on Andersons' systems and will only be accessible by Andersons' researchers working directly on the project. Any inputs provided to QUB will be in summarised and anonymised form.

It is intended that all files shared on this project between Andersons and QUB will be on a secure cloud-based platform which will be managed by Andersons' IT Manager. These files will be regularly checked for any security issues (e.g. viruses).

All information and deliverables shared with the FSA will be in anonymised form and shared via a secure email platform.

D. SUSTAINABILITY

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

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

As stated in the attached Environmental Statement, Andersons is committed to playing its part in society's role of ensuring a sustainable environment, with a pragmatic approach used at all levels. QUB is also committed to playing its part on sustainability and will adhere to the provisions outlined in Andersons' Environmental Statement. Key provisions of this statement include:

Equipment Procurement:

- Procurement of new technical equipment (e.g. computers, photocopiers) is based on environmental features. Such features include wax printing, rather than ink cartridges, low energy/auto-shutdown technology and not requiring paper.
- High quality technology is used with the expectation it will outlast cheaper goods.

Computers and Documentation Storage

- Sharing networked printers saves on capital items and, with printers located in central print rooms, discourages unnecessary printing. Computers are set to auto shutdown after a set time period minimising their impact on energy usage.
- Electronic data storage instead of paper storage is maximised. Where possible, information is sent to the company electronically, thereby saving paper. Where printing is necessary, economy mode, double sided printing and 2 pages per sheet are used wherever possible particularly for editing and internal purposes.

Heating

- Heat levels in rooms are based on a comfortable working environment, but not excessive. Positive controls are employed in addition to the use of secondary glazing.

Lighting

- Power-saving lights are in most offices and are left on whilst in general use. Lights in rooms not in use are switched off.

Paper

- Paper is recycled and used for the provision of inter-office draft documents. Where possible, electronic communication is used.

Waste Products

- Waste paper containing sensitive information is shredded on site or retained for disposal by specialist shredding firms. Shredded paper is used for livestock bedding on nearby farms. Other waste paper is recycled.

Office facilities

- Every attempt is made to purchase reusable rather than disposable items. For example, glasses are provided rather than paper cups for drinking water and china mugs rather than plastic cups for hot drinks.

Disposal Issues

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- Paper and other waste from the day to day office function are taken to recycling centres wherever possible.

Cars

- Some staff live considerable distances away from the office, (over 20 miles) and are encouraged, wherever possible to work from home, using modern technology to connect to the company central IT facilities.

Local Facilities

- Wherever possible, local facilities (e.g. designers and printers) are used out of preference, keeping travelling to a minimum.

Service to Clients

- Consultancy teams are regularly updated on general environmental management issues and have noted the content of Codes of Good Agricultural Practices on the management of soils, air and water. Every effort is taken to advise and educate clients of their impact on the environment and advise in the methods at their disposal for minimising adverse impacts

Whilst we acknowledge that the business, by virtue of requiring resources on a daily basis (energy, paper etc.) bears an environmental footprint, the partnership continues to seek new methods of reducing its environmental burden on an ongoing basis.

Finally, for this project, as all research interviews will be conducted via telephone or video call, significantly reducing environmental emissions (vs. face-to-face interviews). Where possible, project meetings will also take place via video call or telephone.

E. DISSEMINATION AND EXPLOITATION (Science Projects Only)

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

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

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

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

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

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

The work will be disseminated, through peer reviewed literature, conference, workshops and other external fora as appropriate.

Short form Terms

1. Definitions used in the Contract

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

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

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

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

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

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

2. Understanding the Contract

In the Contract, unless the context otherwise requires:

- 2.1 references to numbered clauses are references to the relevant clause in these terms and conditions;
- 2.2 any obligation on any Party not to do or omit to do anything shall include an obligation not to allow that thing to be done or omitted to be done;
- 2.3 the headings in this Contract are for information only and do not affect the interpretation of the Contract;
- 2.4 references to "writing" include printing, display on a screen and electronic transmission and other modes of representing or reproducing words in a visible form;
- 2.5 the singular includes the plural and vice versa;
- 2.6 a reference to any law includes a reference to that law as amended, extended, consolidated or re-enacted from time to time and to any legislation or bylaw made under that law; and
- 2.7 the word 'including', "for example" and similar words shall be understood as if they were immediately followed by the words "without limitation".

3. How the Contract works

- 3.1 The Order Form is an offer by the Buyer to purchase the Deliverables subject to and in accordance with the terms and conditions of the Contract.
- 3.2 The Supplier is deemed to accept the offer in the Order Form when the Buyer receives a copy of the Order Form signed by the Supplier.
- 3.3 The Supplier warrants and represents that its tender and all statements made and documents submitted as part of the procurement of Deliverables are and remain true and accurate.

4. What needs to be delivered

4.1 All Deliverables

- (a) The Supplier must provide Deliverables: (i) in accordance with the Specification; (ii) to a professional standard; (iii) using reasonable skill and care; (iv) using Good Industry Practice; (v) using its own policies, processes and internal quality control measures as long as they don't conflict with the Contract; (vi) on the dates agreed; and (vii) that comply with all law.
- (b) The Supplier must provide Deliverables with a warranty of at least 90 days (or longer where the Supplier offers a longer warranty period to its Buyers) from Delivery against all obvious defects.

4.2 Goods clauses

Not Used

4.3 Services clauses

- (a) Late delivery of the Services will be a default of the Contract.
- (b) The Supplier must co-operate with the Buyer and third party suppliers on all aspects connected with the delivery of the Services and ensure that Supplier Staff comply with any reasonable instructions including any security requirements.
- (c) The Buyer must provide the Supplier with reasonable access to its premises at reasonable times for the purpose of supplying the Services
- (d) The Supplier must at its own risk and expense provide all equipment required to deliver the Services. Any equipment provided by the Buyer to the Supplier for supplying the Services remains the property of the Buyer and is to be returned to the Buyer on expiry or termination of the Contract.
- (e) The Supplier must allocate sufficient resources and appropriate expertise to the Contract.
- (f) The Supplier must take all reasonable care to ensure performance does not disrupt the Buyer's operations, employees or other contractors.
- (g) On completion of the Services, the Supplier is responsible for leaving the Buyer's premises in a clean, safe and tidy condition and making good any damage that it has caused to the Buyer's premises or property, other than fair wear and tear.
- (h) The Supplier must ensure all Services, and anything used to deliver the Services, are of good quality.
- (i) The Buyer is entitled to withhold payment for partially or undelivered Services, but doing so does not stop it from using its other rights under the Contract.

5. Pricing and payments

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

5.2 All Charges:

- (a) exclude VAT, which is payable on provision of a valid VAT invoice;
- (b) include all costs connected with the supply of Deliverables.

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

- 5.4 A Supplier invoice is only valid if it:
- (a) includes all appropriate references including the Purchase Order Number and other details reasonably requested by the Buyer;
 - (b) includes a detailed breakdown of Deliverables which have been delivered (if any).
- 5.5 If there is a dispute between the Parties as to the amount invoiced, the Buyer shall pay the undisputed amount. The Supplier shall not suspend the provision of the Deliverables unless the Supplier is entitled to terminate the Contract for a failure to pay undisputed sums in accordance with clause 11.6. Any disputed amounts shall be resolved through the dispute resolution procedure detailed in clause 33.
- 5.6 The Buyer may retain or set-off payment of any amount owed to it by the Supplier if notice and reasons are provided.
- 5.7 The Supplier must ensure that all subcontractors are paid, in full, within 30 days of receipt of a valid, undisputed invoice. If this doesn't happen, the Buyer can publish the details of the late payment or non-payment.

6. The Buyer's obligations to the Supplier

- 6.1 If Supplier fails to comply with the Contract as a result of a Buyer Cause:
- (a) the Buyer cannot terminate the Contract under clause 11;
 - (b) the Supplier is entitled to reasonable and proven additional expenses and to relief from liability under this Contract;
 - (c) the Supplier is entitled to additional time needed to deliver the Deliverables;
 - (d) the Supplier cannot suspend the ongoing supply of Deliverables.
- 6.2 Clause 6.1 only applies if the Supplier:
- (a) gives notice to the Buyer within 10 Working Days of becoming aware;
 - (b) demonstrates that the failure only happened because of the Buyer Cause;
 - (c) mitigated the impact of the Buyer Cause.

7. Record keeping and reporting

- 7.1 The Supplier must ensure that suitably qualified representatives attend progress meetings with the Buyer and provide progress reports when specified in the Order Form.
- 7.2 The Supplier must keep and maintain full and accurate records and accounts on everything to do with the Contract for seven years after the date of expiry or termination of the Contract.
- 7.3 The Supplier must allow any auditor appointed by the Buyer access to their premises to verify all contract accounts and records of everything to do with the Contract and provide copies for the audit.
- 7.4 The Supplier must provide information to the auditor and reasonable co-operation at their request.
- 7.5 If the Supplier is not providing any of the Deliverables, or is unable to provide them, it must immediately:
- (a) tell the Buyer and give reasons;

- (b) propose corrective action;
- (c) provide a deadline for completing the corrective action.

- 7.6 If the Buyer, acting reasonably, is concerned as to the financial stability of the Supplier such that it may impact on the continued performance of the Contract then the Buyer may:
- (a) require that the Supplier provide to the Buyer (for its approval) a plan setting out how the Supplier will ensure continued performance of the Contract and the Supplier will make changes to such plan as reasonably required by the Buyer and once it is agreed then the Supplier shall act in accordance with such plan and report to the Buyer on demand
 - (b) if the Supplier fails to provide a plan or fails to agree any changes which are requested by the Buyer or fails to implement or provide updates on progress with the plan, terminate the Contract immediately for material breach (or on such date as the Buyer notifies).

8. Supplier staff

- 8.1 The Supplier Staff involved in the performance of the Contract must:
- (a) be appropriately trained and qualified;
 - (b) be vetted using Good Industry Practice.
 - (c) comply with all conduct requirements when on the Buyer's premises.
- 8.2 Where a Buyer decides one of the Supplier's Staff isn't suitable to work on the Contract, the Supplier must replace them with a suitably qualified alternative.
- 8.3 If requested, the Supplier must replace any person whose acts or omissions have caused the Supplier to breach clause 8.
- 8.4 The Supplier must provide a list of Supplier Staff needing to access the Buyer's premises and say why access is required.
- 8.5 The Supplier indemnifies the Buyer against all claims brought by any person employed by the Supplier caused by an act or omission of the Supplier or any Supplier Staff.
- 8.6 The Supplier shall use those persons nominated in the Order Form (if any) to provide the Deliverables and shall not remove or replace any of them unless:
- (a) requested to do so by the Buyer (not to be unreasonably withheld or delayed);
 - (b) the person concerned resigns, retires or dies or is on maternity or long-term sick leave; or
 - (c) the person's employment or contractual arrangement with the Supplier or any subcontractor is terminated for material breach of contract by the employee.

9. Rights and protection

- 9.1 The Supplier warrants and represents that:
- (a) it has full capacity and authority to enter into and to perform the Contract;
 - (b) the Contract is executed by its authorised representative;
 - (c) it is a legally valid and existing organisation incorporated in the place it was formed;

- (d) there are no known legal or regulatory actions or investigations before any court, administrative body or arbitration tribunal pending or threatened against it or its affiliates that might affect its ability to perform the Contract;
 - (e) it maintains all necessary rights, authorisations, licences and consents to perform its obligations under the Contract;
 - (f) it doesn't have any contractual obligations which are likely to have a material adverse effect on its ability to perform the Contract; and
 - (g) it is not impacted by an Insolvency Event.
- 9.2 The warranties and representations in clause 9.1 are repeated each time the Supplier provides Deliverables under the Contract.
- 9.3 The Supplier indemnifies the Buyer against each of the following:
- (a) wilful misconduct of the Supplier, any of its subcontractor and/or Supplier Staff that impacts the Contract;
 - (b) non-payment by the Supplier of any tax or National Insurance.
- 9.4 If the Supplier becomes aware of a representation or warranty that becomes untrue or misleading, it must immediately notify the Buyer.
- 9.5 All third party warranties and indemnities covering the Deliverables must be assigned for the Buyer's benefit by the Supplier.

10. Intellectual Property Rights (IPRs)

- 10.1 Each Party keeps ownership of its own Existing IPRs. The Supplier gives the Buyer a non-exclusive, perpetual, royalty-free, irrevocable, transferable worldwide licence to use, change and sub-license the Supplier's Existing IPR to enable it and its sub-licensees to both:
- (a) receive and use the Deliverables;
 - (b) use the New IPR.
- 10.2 Any New IPR created under the Contract is owned by the Buyer. The Buyer gives the Supplier a licence to use any Existing IPRs for the purpose of fulfilling its obligations under the Contract and a perpetual, royalty-free, non-exclusive licence to use any New IPRs.
- 10.3 Where a Party acquires ownership of intellectual property rights incorrectly under this Contract it must do everything reasonably necessary to complete a transfer assigning them in writing to the other Party on request and at its own cost.
- 10.4 Neither Party has the right to use the other Party's intellectual property rights, including any use of the other Party's names, logos or trademarks, except as provided in clause 10 or otherwise agreed in writing.
- 10.5 If any claim is made against the Buyer for actual or alleged infringement of a third party's intellectual property arising out of, or in connection with, the supply or use of the Deliverables (an "**IPR Claim**"), then the Supplier indemnifies the Buyer against all losses, damages, costs or expenses (including professional fees and fines) incurred as a result of the IPR Claim.

- 10.6 If an IPR Claim is made or anticipated the Supplier must at its own expense and the Buyer's sole option, either:
- (a) obtain for the Buyer the rights in clauses 10.1 and 10.2 without infringing any third party intellectual property rights;
 - (b) replace or modify the relevant item with substitutes that don't infringe intellectual property rights without adversely affecting the functionality or performance of the Deliverables.

11. Ending the contract

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

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

11.3 Ending the Contract without a reason

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

11.4 When the Buyer can end the Contract

- (a) If any of the following events happen, the Buyer has the right to immediately terminate its Contract by issuing a termination notice in writing to the Supplier:
 - (i) there's a Supplier Insolvency Event;
 - (ii) if the Supplier repeatedly breaches the Contract in a way to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms and conditions of the Contract;
 - (iii) if the Supplier is in material breach of any obligation which is capable of remedy, and that breach is not remedied within 30 days of the Supplier receiving notice specifying the breach and requiring it to be remedied;
 - (iv) there's a change of control (within the meaning of section 450 of the Corporation Tax Act 2010) of the Supplier which isn't pre-approved by the Buyer in writing;
 - (v) if the Buyer discovers that the Supplier was in one of the situations in 57(1) or 57(2) of the Regulations at the time the Contract was awarded;
 - (vi) the Court of Justice of the European Union uses Article 258 of the Treaty on the Functioning of the European Union (TFEU) to declare that the Contract should not have been awarded to the Supplier because of a serious breach of the TFEU or the Regulations;
 - (vii) the Supplier or its affiliates embarrass or bring the Buyer into disrepute or diminish the public trust in them.
- (b) If any of the events in 73(1) (a) to (c) of the Regulations (substantial modification, exclusion of the Supplier, procurement infringement) happen, the Buyer has the right to immediately terminate the Contract and clause 11.5(b) to 11.5(g) applies.

11.5 What happens if the Contract ends

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

- (a) the Supplier is responsible for the Buyer's reasonable costs of procuring replacement deliverables for the rest of the term of the Contract;
- (b) the Buyer's payment obligations under the terminated Contract stop immediately;
- (c) accumulated rights of the Parties are not affected;
- (d) the Supplier must promptly delete or return the Government Data except where required to retain copies by law;
- (e) the Supplier must promptly return any of the Buyer's property provided under the Contract;
- (f) the Supplier must, at no cost to the Buyer, give all reasonable assistance to the Buyer and any incoming supplier and co-operate fully in the handover and re-procurement;
- (g) the following clauses survive the termination of the Contract: [3.2.10, 6, 7.2, 9, 11, 14, 15, 16, 17, 18, 34, 35] and any clauses which are expressly or by implication intended to continue.

11.6 When the Supplier can end the Contract

- (a) The Supplier can issue a reminder notice if the Buyer does not pay an undisputed invoice on time. The Supplier can terminate the Contract if the Buyer fails to pay an undisputed invoiced sum due and worth over 10% of the total Contract value or £1,000, whichever is the lower, within 30 days of the date of the reminder notice.
- (b) If a Supplier terminates the Contract under clause 11.6(a):
 - (i) the Buyer must promptly pay all outstanding charges incurred to the Supplier;
 - (ii) the Buyer must pay the Supplier reasonable committed and unavoidable losses as long as the Supplier provides a fully itemised and costed schedule with evidence - the maximum value of this payment is limited to the total sum payable to the Supplier if the Contract had not been terminated;
 - (iii) clauses 11.5(d) to 11.5(g) apply.

11.7 Partially ending and suspending the Contract

- (a) Where the Buyer has the right to terminate the Contract it can terminate or suspend (for any period), all or part of it. If the Buyer suspends the Contract it can provide the Deliverables itself or buy them from a third party.
- (b) The Buyer can only partially terminate or suspend the Contract if the remaining parts of it can still be used to effectively deliver the intended purpose.
- (c) The Parties must agree (in accordance with clause 24) any necessary variation required by clause 11.7, but the Supplier may not either:
 - (i) reject the variation;
 - (ii) increase the Charges, except where the right to partial termination is under clause 11.3.
- (d) The Buyer can still use other rights available, or subsequently available to it if it acts on its rights under clause 11.7.

12. How much you can be held responsible for

- 12.1 Each Party's total aggregate liability under or in connection with the Contract (whether in tort, contract or otherwise) is no more than 125% of the Charges paid or payable to the Supplier.
- 12.2 No Party is liable to the other for:
- (a) any indirect losses;
 - (b) loss of profits, turnover, savings, business opportunities or damage to goodwill (in each case whether direct or indirect).
- 12.3 In spite of clause 12.1, neither Party limits or excludes any of the following:
- (a) its liability for death or personal injury caused by its negligence, or that of its employees, agents or subcontractors;
 - (b) its liability for bribery or fraud or fraudulent misrepresentation by it or its employees;
 - (c) any liability that cannot be excluded or limited by law.
- 12.4 In spite of clause 12.1, the Supplier does not limit or exclude its liability for any indemnity given under clauses 4.2(j), 4.2(m), 8.5, 9.3, 10.5, 13.2, 14.26(e) or 30.2(b).
- 12.5 Each Party must use all reasonable endeavours to mitigate any loss or damage which it suffers under or in connection with the Contract, including any indemnities.
- 12.6 If more than one Supplier is party to the Contract, each Supplier Party is fully responsible for both their own liabilities and the liabilities of the other Suppliers.

13. Obeying the law

- 13.1 The Supplier must, in connection with provision of the Deliverables, use reasonable endeavours to:
- (a) comply and procure that its subcontractors comply with the Supplier Code of Conduct appearing at https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/779660/20190220-Supplier_Code_of_Conduct.pdf and such other corporate social responsibility requirements as the Buyer may notify to the Supplier from time to time;
 - (b) support the Buyer in fulfilling its Public Sector Equality duty under S149 of the Equality Act 2010;
 - (c) not use nor allow its subcontractors to use modern slavery, child labour or inhumane treatment;
 - (d) meet the applicable Government Buying Standards applicable to Deliverables which can be found online at: <https://www.gov.uk/government/collections/sustainable-procurement-the-government-buying-standards-gbs>
- 13.2 The Supplier indemnifies the Buyer against any costs resulting from any default by the Supplier relating to any applicable law to do with the Contract.
- 13.3 The Supplier must appoint a Compliance Officer who must be responsible for ensuring that the Supplier complies with Law, Clause 13.1 and Clauses 27 to 32

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

14. Data protection

- 14.1 The Buyer is the Controller and the Supplier is the Processor for the purposes of the Data Protection Legislation.
- 14.2 The Supplier must process Personal Data and ensure that Supplier Staff process Personal Data only in accordance with this Contract.
- 14.3 The Supplier must not remove any ownership or security notices in or relating to the Government Data.
- 14.4 The Supplier must make accessible back-ups of all Government Data, stored in an agreed off-site location and send the Buyer copies every six Months.
- 14.5 The Supplier must ensure that any Supplier system holding any Government Data, including back-up data, is a secure system that complies with the security requirements specified [in writing] by the Buyer.
- 14.6 If at any time the Supplier suspects or has reason to believe that the Government Data provided under the Contract is corrupted, lost or sufficiently degraded, then the Supplier must notify the Buyer and immediately suggest remedial action.
- 14.7 If the Government Data is corrupted, lost or sufficiently degraded so as to be unusable the Buyer may either or both:
- (a) tell the Supplier to restore or get restored Government Data as soon as practical but no later than five Working Days from the date that the Buyer receives notice, or the Supplier finds out about the issue, whichever is earlier;
 - (b) restore the Government Data itself or using a third party.
- 14.8 The Supplier must pay each Party's reasonable costs of complying with clause 14.7 unless the Buyer is at fault.
- 14.9 Only the Buyer can decide what processing of Personal Data a Supplier can do under the Contract and must specify it for the Contract using the template in Annex 1 of the Order Form (*Authorised Processing*).
- 14.10 The Supplier must only process Personal Data if authorised to do so in the Annex to the Order Form (*Authorised Processing*) by the Buyer. Any further written instructions relating to the processing of Personal Data are incorporated into Annex 1 of the Order Form.
- 14.11 The Supplier must give all reasonable assistance to the Buyer in the preparation of any Data Protection Impact Assessment before starting any processing, including:
- (a) a systematic description of the expected processing and its purpose;
 - (b) the necessity and proportionality of the processing operations;
 - (c) the risks to the rights and freedoms of Data Subjects;
 - (d) the intended measures to address the risks, including safeguards, security measures and mechanisms to protect Personal Data.

- 14.12 The Supplier must notify the Buyer immediately if it thinks the Buyer's instructions breach the Data Protection Legislation.
- 14.13 The Supplier must put in place appropriate Protective Measures to protect against a Data Loss Event which must be approved by the Buyer.
- 14.14 If lawful to notify the Buyer, the Supplier must notify it if the Supplier is required to process Personal Data by Law promptly and before processing it.
- 14.15 The Supplier must take all reasonable steps to ensure the reliability and integrity of any Supplier Staff who have access to the Personal Data and ensure that they:
- (a) are aware of and comply with the Supplier's duties under this clause 11;
 - (b) are subject to appropriate confidentiality undertakings with the Supplier or any Subprocessor;
 - (c) are informed of the confidential nature of the Personal Data and do not provide any of the Personal Data to any third Party unless directed in writing to do so by the Buyer or as otherwise allowed by the Contract;
 - (d) have undergone adequate training in the use, care, protection and handling of Personal Data.
- 14.16 The Supplier must not transfer Personal Data outside of the EU unless all of the following are true:
- (a) it has obtained prior written consent of the Buyer;
 - (b) the Buyer has decided that there are appropriate safeguards (in accordance with Article 46 of the GDPR);
 - (c) the Data Subject has enforceable rights and effective legal remedies when transferred;
 - (d) the Supplier meets its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred;
 - (e) where the Supplier is not bound by Data Protection Legislation it must use its best endeavours to help the Buyer meet its own obligations under Data Protection Legislation; and
 - (f) the Supplier complies with the Buyer's reasonable prior instructions about the processing of the Personal Data.
- 14.17 The Supplier must notify the Buyer immediately if it:
- (a) receives a Data Subject Access Request (or purported Data Subject Access Request);
 - (b) receives a request to rectify, block or erase any Personal Data;
 - (c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
 - (d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Contract;
 - (e) receives a request from any third Party for disclosure of Personal Data where compliance with the request is required or claims to be required by Law;
 - (f) becomes aware of a Data Loss Event.

- 14.18 Any requirement to notify under clause 14.17 includes the provision of further information to the Buyer in stages as details become available.
- 14.19 The Supplier must promptly provide the Buyer with full assistance in relation to any Party's obligations under Data Protection Legislation and any complaint, communication or request made under clause 14.17. This includes giving the Buyer:
- (a) full details and copies of the complaint, communication or request;
 - (b) reasonably requested assistance so that it can comply with a Data Subject Access Request within the relevant timescales in the Data Protection Legislation;
 - (c) any Personal Data it holds in relation to a Data Subject on request;
 - (d) assistance that it requests following any Data Loss Event;
 - (e) assistance that it requests relating to a consultation with, or request from, the Information Commissioner's Office.
- 14.20 The Supplier must maintain full, accurate records and information to show it complies with this clause 14. This requirement does not apply where the Supplier employs fewer than 250 staff, unless either the Buyer determines that the processing:
- (a) is not occasional;
 - (b) includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR;
 - (c) is likely to result in a risk to the rights and freedoms of Data Subjects.
- 14.21 The Supplier must appoint a Data Protection Officer responsible for observing its obligations in this Schedule and give the Buyer their contact details.
- 14.22 Before allowing any Subprocessor to process any Personal Data, the Supplier must:
- (a) notify the Buyer in writing of the intended Subprocessor and processing;
 - (b) obtain the written consent of the Buyer;
 - (c) enter into a written contract with the Subprocessor so that this clause 14 applies to the Subprocessor;
 - (d) provide the Buyer with any information about the Subprocessor that the Buyer reasonably requires.
- 14.23 The Supplier remains fully liable for all acts or omissions of any Subprocessor.
- 14.24 At any time the Buyer can, with 30 Working Days notice to the Supplier, change this clause 14 to:
- (a) replace it with any applicable standard clauses (between the controller and processor) or similar terms forming part of an applicable certification scheme under GDPR Article 42;
 - (b) ensure it complies with guidance issued by the Information Commissioner's Office.
- 14.25 The Parties agree to take account of any non-mandatory guidance issued by the Information Commissioner's Office.
- 14.26 The Supplier:
- (a) must provide the Buyer with all Government Data in an agreed open format within 10 Working Days of a written request;

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

15. What you must keep confidential

15.1 Each Party must:

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

15.2 In spite of clause 15.1, a Party may disclose Confidential Information which it receives from the disclosing Party in any of the following instances:

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

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

15.4 The Buyer may disclose Confidential Information in any of the following cases:

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

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

- 15.5 For the purposes of clauses 15.2 to 15.4 references to disclosure on a confidential basis means disclosure under a confidentiality agreement or arrangement including terms as strict as those required in clause 15.
- 15.6 Information which is exempt from disclosure by clause 16 is not Confidential Information.
- 15.7 The Supplier must not make any press announcement or publicise the Contract or any part of it in any way, without the prior written consent of the Buyer and must take all reasonable steps to ensure that Supplier Staff do not either.

16. When you can share information

- 16.1 The Supplier must tell the Buyer within 48 hours if it receives a Request For Information.
- 16.2 Within the required timescales the Supplier must give the Buyer full co-operation and information needed so the Buyer can:
- (a) comply with any Freedom of Information Act (FOIA) request;
 - (b) comply with any Environmental Information Regulations (EIR) request.
- 16.3 The Buyer may talk to the Supplier to help it decide whether to publish information under clause 16. However, the extent, content and format of the disclosure is the Buyer's decision, which does not need to be reasonable.

17. Invalid parts of the contract

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

18. No other terms apply

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

19. Other people's rights in a contract

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

20. Circumstances beyond your control

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

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

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

20.3 Where a Party terminates under clause 20.2:

- (a) each party must cover its own losses;
- (b) clause 11.5(b) to 11.5(g) applies.

21. Relationships created by the contract

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

22. Giving up contract rights

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

23. Transferring responsibilities

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

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

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

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

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

23.6 If the Buyer asks the Supplier for details about Subcontractors, the Supplier must provide details of Subcontractors at all levels of the supply chain including:

- (a) their name;
- (b) the scope of their appointment;
- (c) the duration of their appointment.

24. Changing the contract

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

25. How to communicate about the contract

- 25.1 All notices under the Contract must be in writing and are considered effective on the Working Day of delivery as long as they're delivered before 5:00pm on a Working Day. Otherwise the notice is effective on the next Working Day. An email is effective when sent unless an error message is received.
- 25.2 Notices to the Buyer or Supplier must be sent to their address in the Order Form.
- 25.3 This clause does not apply to the service of legal proceedings or any documents in any legal action, arbitration or dispute resolution.

26. Preventing fraud, bribery and corruption

- 26.1 The Supplier shall not:
- (a) commit any criminal offence referred to in the Regulations 57(1) and 57(2);
 - (b) offer, give, or agree to give anything, to any person (whether working for or engaged by the Buyer or any other public body) an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of the Contract or any other public function or for showing or refraining from showing favour or disfavour to any person in relation to the Contract or any other public function.
- 26.2 The Supplier shall take all reasonable steps (including creating, maintaining and enforcing adequate policies, procedures and records), in accordance with good industry practice, to prevent any matters referred to in clause 26.1 and any fraud by the Staff and the Supplier (including its shareholders, members and directors) in connection with the Contract and shall notify the Buyer immediately if it has reason to suspect that any such matters have occurred or is occurring or is likely to occur.
- 26.3 If the Supplier or the Staff engages in conduct prohibited by clause 26.1 or commits fraud in relation to the Contract or any other contract with the Crown (including the Buyer) the Buyer may:
- (a) terminate the Contract and recover from the Supplier the amount of any loss suffered by the Buyer resulting from the termination, including the cost reasonably incurred by the Buyer of making other arrangements for the supply of the Deliverables and any additional expenditure incurred by the Buyer throughout the remainder of the Contract; or
 - (b) recover in full from the Supplier any other loss sustained by the Buyer in consequence of any breach of this clause.

27. Equality, diversity and human rights

- 27.1 The Supplier must follow all applicable equality law when they perform their obligations under the Contract, including:
- (a) protections against discrimination on the grounds of race, sex, gender reassignment, religion or belief, disability, sexual orientation, pregnancy, maternity, age or otherwise;
 - (b) any other requirements and instructions which the Buyer reasonably imposes related to equality Law.

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

28. Health and safety

- 28.1 The Supplier must perform its obligations meeting the requirements of:
- (a) all applicable law regarding health and safety;
 - (b) the Buyer's current health and safety policy while at the Buyer's premises, as provided to the Supplier.
- 28.2 The Supplier and the Buyer must as soon as possible notify the other of any health and safety incidents or material hazards they're aware of at the Buyer premises that relate to the performance of the Contract.

29. Environment

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

30. Tax

- 30.1 The Supplier must not breach any tax or social security obligations and must enter into a binding agreement to pay any late contributions due, including where applicable, any interest or any fines. The Buyer cannot terminate the Contract where the Supplier has not paid a minor tax or social security contribution.
- 30.2 Where the Supplier or any Supplier Staff are liable to be taxed or to pay National Insurance contributions in the UK relating to payment received under the Off Contract, the Supplier must both:
- (a) comply with the Income Tax (Earnings and Pensions) Act 2003 and all other statutes and regulations relating to income tax, the Social Security Contributions and Benefits Act 1992 (including IR35) and National Insurance contributions;
 - (b) indemnify the Buyer against any Income Tax, National Insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made during or after the Contract Period in connection with the provision of the Deliverables by the Supplier or any of the Supplier Staff.
- 30.3 If any of the Supplier Staff are Workers who receive payment relating to the Deliverables, then the Supplier must ensure that its contract with the Worker contains the following requirements:
- (a) the Buyer may, at any time during the term of the Contract, request that the Worker provides information which demonstrates they comply with clause 30.2, or why those requirements do not apply, the Buyer can specify the information the Worker must provide and the deadline for responding;

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

31. Conflict of interest

- 31.1 The Supplier must take action to ensure that neither the Supplier nor the Supplier Staff are placed in the position of an actual or potential conflict between the financial or personal duties of the Supplier or the Supplier Staff and the duties owed to the Buyer under the Contract, in the reasonable opinion of the Buyer.
- 31.2 The Supplier must promptly notify and provide details to the Buyer if a conflict of interest happens or is expected to happen.
- 31.3 The Buyer can terminate its Contract immediately by giving notice in writing to the Supplier or take any steps it thinks are necessary where there is or may be an actual or potential conflict of interest.

32. Reporting a breach of the contract

- 32.1 As soon as it is aware of it the Supplier and Supplier Staff must report to the Buyer any actual or suspected breach of law, clause 13.1, or clauses 26 to 31.
- 32.2 The Supplier must not retaliate against any of the Supplier Staff who in good faith reports a breach listed in clause 32.1.

33. Resolving disputes

- 33.1 If there is a dispute between the Parties, their senior representatives who have authority to settle the dispute will, within 28 days of a written request from the other Party, meet in good faith to resolve the dispute.
- 33.2 If the dispute is not resolved at that meeting, the Parties can attempt to settle it by mediation using the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure current at the time of the dispute. If the Parties cannot agree on a mediator, the mediator will be nominated by CEDR. If either Party does not wish to use, or continue to use mediation, or mediation does not resolve the dispute, the dispute must be resolved using clauses 33.3 to 33.5.
- 33.3 Unless the Buyer refers the dispute to arbitration using clause 33.4, the Parties irrevocably agree that the courts of England and Wales have the exclusive jurisdiction to:
 - (a) determine the dispute;
 - (b) grant interim remedies;
 - (c) grant any other provisional or protective relief.

- 33.4 The Supplier agrees that the Buyer has the exclusive right to refer any dispute to be finally resolved by arbitration under the London Court of International Arbitration Rules current at the time of the dispute. There will be only one arbitrator. The seat or legal place of the arbitration will be London and the proceedings will be in English.
- 33.5 The Buyer has the right to refer a dispute to arbitration even if the Supplier has started or has attempted to start court proceedings under clause 33.3, unless the Buyer has agreed to the court proceedings or participated in them. Even if court proceedings have started, the Parties must do everything necessary to ensure that the court proceedings are stayed in favour of any arbitration proceedings if they are started under clause 33.4.
- 33.6 The Supplier cannot suspend the performance of the Contract during any dispute.

34. Which law applies

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

APPENDIX A - VARIATION REQUEST FORM

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

Procurement Use Only (confirm contract allows for requested variation)

Variation Request No:

Variation Request Approved by:

Date of Approval:

On full approval of this Request for Variation, Procurement will produce a Variation Form for agreement and approval by both parties to append to the Agreement / Contract.

APPENDIX B VARIATION FORM

PROJECT TITLE:

DATE:

VARIATION No:

BETWEEN:

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

1. The Contract is varied as follows:

Contract

x

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

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

SIGNED:

For: The Client

For: The Supplier

By:

By:

Full Name:

Full Name:

Position:

Title:

Date:

Date: