



DeHavilland Information Services Limited  
7 Savoy Court  
London  
WC2R 0EX

Attn: [REDACTED]

By email to: [REDACTED]

Date: 25<sup>th</sup> April 2019

Our ref: FSA635

Dear A [REDACTED]

**Award of contract for the supply of Parliamentary Monitoring Services**

Following your tender/ proposal for the supply of Parliamentary Monitoring Services to the Food Standards Agency, we are pleased to award this contract to you.

This letter (Award Letter) and its [Annex/Annexes] set out the terms of the contract between FSA as the Customer and DeHavilland as the Supplier for the provision of the Services. Unless the context otherwise requires, capitalised expressions used in this Award Letter have the same meanings as in the terms and conditions of contract set out in Annex 1 to this Award Letter (the “**Conditions**”). In the event of any conflict between this Award Letter and the Conditions, this Award Letter shall prevail. Please do not attach any Supplier terms and conditions to this Award Letter as they will not be accepted by the Customer and may delay the conclusion of the Agreement.

For the purposes of the Agreement, the Customer and the Supplier agree as follows:

- 1) The Services shall be performed at DeHavilland Information Services Ltd offices to the FSA.
- 2) The charges for the Services shall be as set out in [Annex 2 / the Supplier’s Financial Template submitted 19<sup>th</sup> March 2019.
- 3) The specification of the Services to be supplied is as set out in [Annex 3 / the Supplier’s Tender Application form submitted 19<sup>th</sup> March 2019.
- 4) The Term shall commence on 1<sup>st</sup> May 2019 and the Expiry Date shall be 30<sup>th</sup> April 2021 with the option to extend by 12 months to 30<sup>th</sup> April 2022
- 5) The address for notices of the Parties are:

**Customer**

Food Standards Agency  
Clive House  
70 Petty France

**Supplier**

DeHavilland Information Services Limited  
7 Savoy Court  
London

London  
SW1H 9EX

WC2R 0EX

Attention: [REDACTED]

Attention: [REDACTED]

Email: [REDACTED]

Email: [REDACTED] :

- 6) The following persons are Key Personnel for the purposes of the Agreement:

**Name**

**Title**

[REDACTED]

[REDACTED]

- 7) For the purposes of the Agreement the [Staff Vetting Procedures/data security requirements/equality and diversity policy/ [and] environmental policy [https://www.gov.uk/government/uploads/system/uploads/attachment\\_data/file/200551/HMG\\_Baseline\\_Personnel\\_Security\\_Standard\\_V3\\_2\\_Apr-2013.pdf](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/200551/HMG_Baseline_Personnel_Security_Standard_V3_2_Apr-2013.pdf)]
- 8) The Customer may require the Supplier to ensure that any person employed in the provision of the Services has undertaken a Disclosure and Barring Service check. The Supplier shall ensure that no person who discloses that he/she has a conviction that is relevant to the nature of the Services, relevant to the work of the Customer, or is of a type otherwise advised by the Customer (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 Services.

## Payment

All invoices must be sent, quoting a valid purchase order number (PO Number), to: [Accounts-Payable.fsa@sscl.gse.gov.uk](mailto:Accounts-Payable.fsa@sscl.gse.gov.uk). Within [10] working days of receipt of your countersigned copy of this letter, we will send you a unique PO Number. Please include the referring FSA purchase order number in the email title and within the invoice to allow Invoice/Purchase Order matching.

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 Customer contact (i.e. Contract Manager). Non-compliant invoices will be sent back to you, which may lead to a delay in payment. If you have a query regarding an outstanding payment, please contact SSCL by telephone on 0845 6037262 between 09:00-17:00 Monday to Friday.

## Liaison

For general liaison your contact will continue to be [REDACTED] or [REDACTED].

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 Services. Please confirm your acceptance of the award of this contract by signing and returning the enclosed copy of this letter to [REDACTED] **within [7] days** from the date of this letter. No other form of acknowledgement will be accepted. Please remember to quote the reference number above in any future communications relating to this contract.



[Redacted]

[Redacted]

Signed for and on behalf of Food Standards Agency

Name [Redacted]

Date: 25<sup>th</sup> April 2019

We accept the terms set out in this letter and its [**Annex/Annexes**], including the Conditions.

Signed for and on behalf of DeHavilland Information Services Ltd

Name: [Redacted]

Date: [Redacted]

Signature: [Redacted]

[Redacted]

[Redacted]

## Annex 1

### Terms and Conditions of Contract for Services

#### 1 Interpretation

1.1 In these terms and conditions:

- “Agreement” means the contract between (i) the Customer acting as part of the Crown and (ii) the Supplier constituted by the Supplier’s countersignature of the Award Letter and includes the Award Letter and Annexes;
- “Award Letter” means the letter from the Customer to the Supplier printed above these terms and conditions;
- “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 Services as specified in the Award Letter;
- “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;
- “Content” means all content in any form (including any intellectual property) forming part of the Service, including any Modification thereto;
- “Supplier Personnel” means all directors, officers, employees, agents, consultants and Suppliers of the Supplier and/or of any Sub-Supplier engaged in the performance of its obligations under this Agreement;
- “Controller, Processor, Data Subject, Personal Data, Personal Data Breach, Data Protection Officer” take the meaning given in the GDPR;
- “Customer” means the person named as Customer in the Award Letter;
- “DPA” means the Data Protection Act 1998;
- “DPA 2018” means Data Protection Act 2018
- “Data Loss” means any event that results, or may result, in unauthorised access to Personal

Event”	Data held by the Processor under this Agreement, and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach;
“Data Protection Impact Assessment”	means an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data;
“Data Protection Legislation”	means (i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the DPA 2018 to the extent that it relates to processing of personal data and privacy; (iii) all applicable Law about the processing of personal data and privacy;
“Data Subject Access Request”	means 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;
“Expiry Date”	means the date for expiry of the Agreement as set out in the Award Letter;
“FOIA”	means the Freedom of Information Act 2000;
“GDPR”	means the General Data Protection Regulation (Regulation (EU) 2016/679);
	“ID” means any username and the password assigned to each User using and accessing the Service;
“Information”	has the meaning given under section 84 of the FOIA;
“Joint Controllers”	where two or more Controllers jointly determine the purposes and means of processing
“Key Personnel”	means any persons specified as such in the Award Letter or otherwise notified as such by the Customer to the Supplier in writing;
“Law”	means any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the Supplier is bound to comply;
“LED”	means Law Enforcement Directive (Directive (EU) 2016/680);
“Modification”	means any change, amendment, upgrade, new version and/or new release of the Service;
“Party”	means a Party to this Agreement;
“Personal Data”	means personal data (as defined in the DPA) which is processed by the Supplier or any Staff on behalf of the Customer pursuant to or in connection with this Agreement;
Processor Personnel:	means all directors, officers, employees, agents, consultants and contractors of the Processor and/or of any Sub-Processor engaged in the performance of its obligations under this Agreement
“Protective Measures”	means appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it including those outlined in Schedule A;

"Purchase Order Number"	means the Customer's unique number relating to the supply of the Services;
"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 Customer under the Agreement;
"Specification"	means the specification for the Services (including as to quantity, description and quality) as specified in the Award Letter;
"Staff"	means all directors, officers, employees, agents, consultants and Suppliers of the Supplier and/or of any sub-Supplier of the Supplier engaged in the performance of the Supplier's obligations under the Agreement;
"Staff Vetting Procedures"	means vetting procedures that accord with good industry practice or, where requested by the Customer, the Customer's procedures for the vetting of personnel as provided to the Supplier from time to time;
"Sub-processor"	means any third Party appointed to process Personal Data on behalf of the Processor related to this Agreement;
"Supplier"	means the person named as Supplier in the Award Letter;
"Term"	means the period from the start date of the Agreement set out in the Award Letter to the Expiry Date as such period may be extended in accordance with clause 4.2 or terminated in accordance with the terms and conditions of the Agreement;
"User"	means each employee of the Customer nominated on the Order Form (or subsequently added to the list of nominated individuals) to be provided with an ID and access to the Service;
"VAT"	means value added tax in accordance with the provisions of the Value Added Tax Act 1994; and
"Website"	means the website operated by the Supplier;
"Working Day"	means a day (other than a Saturday or Sunday) on which banks are open for business in the City of London.

1.2 In these terms and conditions, unless the context otherwise requires:

- 1.2.1 references to numbered clauses are references to the relevant clause in these terms and conditions;
- 1.2.2 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;
- 1.2.3 the headings to the clauses of these terms and conditions are for information only and do not affect the interpretation of the Agreement;
- 1.2.4 any reference to an enactment includes reference to that enactment as amended or replaced from time to time and to any subordinate legislation or byelaw made under that enactment; and
- 1.2.5 the word 'including' shall be understood as meaning 'including without limitation'.

## **2 Basis of Agreement**

2.1 The Award Letter constitutes an offer by the Customer to purchase the Services subject

to and in accordance with the terms and conditions of the Agreement.

- 2.2 The offer comprised in the Award Letter shall be deemed to be accepted by the Supplier on receipt by the Customer of a copy of the Award Letter countersigned by the Supplier within [7] days of the date of the Award Letter.

### **3 Supply of Services**

- 3.1 In consideration of the Customer's agreement to pay the Charges, the Supplier shall supply the Services to the Customer for the Term subject to and in accordance with the terms and conditions of the Agreement.

- 3.2 In supplying the Services, the Supplier shall:

- 3.2.1 co-operate with the Customer in all matters relating to the Services and comply with all the Customer's instructions;
- 3.2.2 perform the Services with all reasonable care, skill and diligence in accordance with good industry practice in the Supplier's industry, profession or trade;
- 3.2.3 use Staff who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with the Agreement;
- 3.2.4 ensure that the Services shall conform with all descriptions and specifications set out in the Specification;
- 3.2.5 comply with all applicable laws; and
- 3.2.6 provide all equipment, tools and vehicles and other items as are required to provide the Services.

- 3.3 The Customer may by written notice to the Supplier at any time request a variation to the scope of the Services. In the event that the Supplier agrees to any variation to the scope of the Services, the Charges shall be subject to fair and reasonable adjustment to be agreed in writing between the Customer and the Supplier.

#### **3.4 SUBSCRIPTION TO SERVICE**

3.4.1 The Supplier agrees to allow use of the Service by the Users nominated by the Customer up to the total number specified on the [Order Form/Schedule x], commencing on the start date of the Term.

- 3.4.2 Access to the Service will be provided in accordance with the agreed method of access specified in the [Order Form/Schedule x].

#### **4 USER ID AND USE OF THE SERVICE**

4.1 An ID is required for each User to access the Website Service. The Supplier shall assign IDs to the Users.

4.2 The Supplier may need to change IDs from time to time, in which circumstances it will notify Users of the new ID.

4.3 The Customer shall ensure that the ID is only to be used by the User to which it is assigned and shall not be used by any other individuals unless agreed in writing with the Supplier. For the

avoidance of doubt, the Customer acknowledges and agrees that it shall not permit the ID to be used by any entity or individual who is an existing client of the Supplier. Furthermore, the Customer acknowledges and agrees that following signature of an Order Form by the parties the Supplier shall in its absolute discretion be entitled to refuse to add any additional individual or entity as a User including without limitation where it would be contrary to its business objectives or reputation to do so.

4.4 The Customer shall notify the Supplier as soon as reasonably practical if there has been any unauthorised use.

4.5 Each User shall be permitted to:

4.5.1 download and display any page from the Website on a computer screen;

4.5.2 download and store Content on the hard disk of their computer or portable media player;

4.5.3 print and/or otherwise use extracts from the Content to form a presentation or collage of ideas (in either electronic or hard copy form) provided that:

(a) the Content is attributed to the Supplier;

(b) the presentation or collage is used strictly only within the Customer; and

(c) no further copies are made.

4.6 Any act or omission of a User (or any third party using the Website or the Service on behalf of the Customer or via the access made available to the Customer) shall be deemed an act or omission of the Customer for the purposes of this Agreement.

## 4 Term

4.1 The Agreement shall take effect on the date specified in Award Letter, (the "Initial Term") and shall be extended in accordance with clause 4.2 or terminated in accordance with the terms and conditions of the Agreement.

5 Following expiry of the Initial Term the Agreement shall automatically continue thereafter for a further renewal period (the "Renewal Period") save where either party has given the other notice to terminate the Agreement not less than 90 days prior to the expiry of the Initial Term. Either Party shall be entitled to terminate the Agreement during the Renewal Period, such termination only to take effect on an anniversary of the date specified in the Award Letter and only where at least 90 days prior written notice has been given (the "Term").  
**Charges, Payment and Recovery of Sums Due**

5.1 The Charges for the Services shall be as set out in the Award Letter and shall be the full and exclusive remuneration of the Supplier in respect of the supply of the Services. Unless otherwise agreed in writing by the Customer, the Charges shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the performance of the

Services.

- 5.2 All amounts stated are exclusive of VAT which shall be charged at the prevailing rate. The Customer shall, following the receipt of a valid VAT invoice, pay to the Supplier a sum equal to the VAT chargeable in respect of the Services.
- 5.3 The Supplier shall invoice the Customer as specified in the Agreement. Each invoice shall include such supporting information required by the Customer to verify the accuracy of the invoice, including the relevant Purchase Order Number and a breakdown of the Services supplied in the invoice period.
- 5.4 In consideration of the supply of the Services by the Supplier, the Customer shall pay the Supplier the invoiced amounts no later than 30 days after verifying that the invoice is valid and undisputed and includes a valid Purchase Order Number. The Customer may, without prejudice to any other rights and remedies under the Agreement, withhold or reduce payments in the event of unsatisfactory performance.
- 5.5 If the Customer fails to consider and verify an invoice in a timely fashion the invoice shall be regarded as valid and undisputed for the purpose of paragraph 5.4 after a 180 days.
- 5.6 If there is a dispute between the Parties as to the amount invoiced, the Customer shall pay the undisputed amount. The Supplier shall not suspend the supply of the Services unless the Supplier is entitled to terminate the Agreement for a failure to pay undisputed sums in accordance with clause 16.4. Any disputed amounts shall be resolved through the dispute resolution procedure detailed in clause 19.
- 5.7 If a payment of an undisputed amount is not made by the Customer by the due date, then the Customer shall pay the Supplier interest at the interest rate specified in the Late Payment of Commercial Debts (Interest) Act 1998.
- 5.8 If any sum of money is recoverable from or payable by the Supplier under the Agreement (including any sum which the Supplier is liable to pay to the Customer in respect of any breach of the Agreement), that sum may be deducted unilaterally by the Customer from any sum then due, or which may come due, to the Supplier under the Agreement or under any other agreement or contract with the Customer. The Supplier shall not be entitled to assert any credit, set-off or counterclaim against the Customer in order to justify withholding payment of any such amount in whole or in part.
- 6 **5.9** The Supplier shall be entitled to apply the Retail Price Index ("RPI") against the contract value at renewal and RPI shall be applied at the average rate for that calendar year to date, plus 2% on all Renewal Periods. Premises and equipment
- 6.1 If necessary, the Customer shall provide the Supplier with reasonable access at reasonable times to its premises for the purpose of supplying the Services. All equipment, tools and vehicles brought onto the Customer's premises by the Supplier or the Staff shall be at the Supplier's risk.
- 6.2 If the Supplier supplies all or any of the Services at or from the Customer's premises, on completion of the Services or termination or expiry of the Agreement (whichever is the earlier) the Supplier shall vacate the Customer's premises, remove the Supplier's plant, equipment and unused materials and all rubbish arising out of the provision of the Services and leave the Customer's premises in a clean, safe and tidy condition. The Supplier shall be solely responsible for making good any damage to the Customer's premises or any objects contained on the Customer's premises which is caused by the Supplier or any Staff, other than fair wear and tear.
- 6.3 The Customer shall be responsible for maintaining the security of its premises in accordance with its standard security requirements. While on the Customer's premises the

Supplier shall, and shall procure that all Staff shall, comply with all the Customer's security requirements.

6.4 Where all or any of the Services are supplied from the Supplier's premises, the Supplier shall, at its own cost, comply with all security requirements specified by the Customer in writing.

6.5 Without prejudice to clause 3.2.6, any equipment provided by the Customer for the purposes of the Agreement shall remain the property of the Customer and shall be used by the Supplier and the Staff only for the purpose of carrying out the Agreement. Such equipment shall be returned promptly to the Customer on expiry or termination of the Agreement.

6.6 The Supplier shall reimburse the Customer for any loss or damage to the equipment (other than deterioration resulting from normal and proper use) caused by the Supplier or any Staff. Equipment supplied by the Customer shall be deemed to be in a good condition when received by the Supplier or relevant Staff unless the Customer is notified otherwise in writing within 5 Working Days.

6.7 .

## **7 Assignment and sub-contracting**

7.1 The Supplier shall not without the written consent of the Customer assign, sub-contract, novate or in any way dispose of the benefit and/ or the burden of the Agreement or any part of the Agreement, such consent not to be unreasonably withheld. The Supplier shall be responsible for the acts and omissions of its sub-Suppliers as though those acts and omissions were its own.

7.2 .

7.3 The Customer may assign, novate, or otherwise dispose of its rights and obligations under the Agreement with the written consent of the Supplier provided that such assignment, novation or disposal shall not increase the burden of the Supplier's obligations under the Agreement, such consent not to be unreasonably withheld.

## **8 Intellectual Property Rights**

8.1 All intellectual property rights in any materials provided by the Customer to the Supplier for the purposes of this Agreement shall remain the property of the Customer but the Customer hereby grants the Supplier a royalty-free, non-exclusive and non-transferable licence to use such materials as required until termination or expiry of the Agreement for the sole purpose of enabling the Supplier to perform its obligations under the Agreement.

8.2 No rights whatsoever to the Content are assigned to the Customer under the Agreement. The Customer may not further reproduce printed Content, or distribute printed Content, or otherwise use the Content, outside the Customer, save in circumstances where the Supplier has expressly agreed otherwise as part of the Agreement and this is clearly stated within the "special terms" of the Order Form.

8.3 Any proceeds from unauthorised reproduction or distribution of the Content (whether cash proceeds, or a cash amount equivalent to the value to the Customer of any non-financial reward) shall be held by the Customer on trust for the Supplier absolutely.

8.4 The Customer shall notify the Supplier of any claim that use of the Content in accordance with the terms of this Agreement infringes a third party rights (a "Claim") within 10 days of receipt of a Claim. The Customer shall:

8.4.1 not make any admission of liability, agreement, settlement or compromise in relation to a Claim without the Supplier's prior written consent;

8.4.2 give to the Supplier and its professional advisers all reasonable assistance as may be required in relation to a Claim;

8.4.3 at the Supplier's request, give the Supplier the exclusive control and right to defend a Claim and make settlements in relation to a Claim; and

8.4.4 mitigate its losses in relation to a Claim, including where requested to do so by stopping using the Content in question.

8.5 If the Customer complies with the provisions of clause 8.4, the Supplier shall indemnify the Customer in relation to all reasonable and direct costs, claims, damages and expenses that may be incurred by the Customer in relation to the Claim.

## **9 Governance and Records**

9.1 The Supplier shall keep and maintain until [6 years] after the end of the Agreement, or as long a period as may be agreed between the Parties, full and accurate records of the Agreement including the Services supplied under it and all payments made by the Customer. The Supplier shall on request afford the Customer or the Customer's representatives such access to those records as may be reasonably requested by the Customer in connection with the Agreement.

## **10 Confidentiality, Transparency and Publicity**

10.1 Subject to clause 11.2, each Party shall:

10.1.1 treat all Confidential Information it receives as confidential, safeguard it accordingly and not disclose it to any other person without the prior written permission of the disclosing Party; and

10.1.2 not use or exploit the disclosing Party's Confidential Information in any way except for the purposes anticipated under the Agreement.

10.2 Notwithstanding clause 11.1, a Party may disclose Confidential Information which it receives from the other Party:

10.2.1 where disclosure is required by applicable law or by a court of competent jurisdiction;

10.2.2 to its auditors or for the purposes of regulatory requirements;

10.2.3 on a confidential basis, to its professional advisers;

10.2.4 to the Serious Fraud Office where the Party has reasonable grounds to believe that the other Party is involved in activity that may constitute a criminal offence under the Bribery Act 2010;

10.2.5 where the receiving Party is the Supplier, to the Staff on a need to know basis to enable performance of the Supplier's obligations under the Agreement provided that the Supplier shall procure that any Staff to whom it discloses Confidential Information pursuant to this clause 11.2.5 shall observe the Supplier's confidentiality obligations under the Agreement; and

10.2.6 where the receiving Party is the Customer:

- (a) on a confidential basis to the employees, agents, consultants and Suppliers of the Customer;
- (b) on a confidential basis or any company to which the Customer transfers or proposes to transfer all or any part of its business;
- (c) to the extent that the Customer (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions; or
- (d) in accordance with clause 12.

and for the purposes of the foregoing, references to disclosure on a confidential basis shall mean disclosure subject to a confidentiality agreement or arrangement containing terms no less stringent than those placed on the Customer under this clause 11.

10.3 The Parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of the Agreement is not Confidential Information and the Supplier hereby gives its consent for the Customer to publish this Agreement in its entirety to the general public (but with any information that is exempt from disclosure in accordance with the FOIA redacted) including any changes to the Agreement agreed from time to time. The Customer may consult with the Supplier to inform its decision regarding any redactions but shall have the final decision in its absolute discretion whether any of the content of the Agreement is exempt from disclosure in accordance with the provisions of the FOIA.

10.4 The Supplier shall not, and shall take reasonable steps to ensure that the Staff shall not, make any press announcement or publicise the Agreement or any part of the Agreement in any way, except with the prior written consent of the Customer.

## **11 Freedom of Information**

11.1 The Supplier acknowledges that the Customer is subject to the requirements of the FOIA and the Environmental Information Regulations 2004 and shall:

- 11.1.1 provide all necessary assistance and cooperation as reasonably requested by the Customer to enable the Customer to comply with its obligations under the FOIA and the Environmental Information Regulations 2004;
- 11.1.2 transfer to the Customer all Requests for Information relating to this Agreement that it receives as soon as practicable and in any event within 2 Working Days of receipt;
- 11.1.3 provide the Customer with a copy of all Information belonging to the Customer requested in the Request for Information which is in its possession or control in the form that the Customer requires within 5 Working Days (or such other period as the Customer may reasonably specify) of the Customer's request for such Information; and
- 11.1.4 not respond directly to a Request for Information unless authorised in writing to do so by the Customer.

11.2 The Supplier acknowledges that the Customer may be required under the FOIA and the Environmental Information Regulations 2004 to disclose Information concerning the Supplier or the Services (including commercially sensitive information) without consulting or obtaining consent from the Supplier. In these circumstances the Customer shall, in accordance with any relevant guidance issued under the FOIA, take reasonable steps, where appropriate, to give the Supplier advance notice, or failing that, to draw the disclosure to the Supplier's attention after any such disclosure.

- 11.3 Notwithstanding any other provision in the Agreement, the Customer shall be responsible for determining in its absolute discretion whether any Information relating to the Supplier or the Services is exempt from disclosure in accordance with the FOIA and/or the Environmental Information Regulations 2004.

## **12 USE OF THE CONTENT**

- 12.1 The Customer shall not re-sell, distribute, reproduce, modify, store, transfer or in any other way use any of the Content, other than as expressly set out in the Agreement or otherwise authorised by the Supplier in advance in writing.
- 12.2 The Customer shall notify the Supplier as soon as reasonably practical in writing of any misuse of the Content and/or the Website.
- 12.3 The Supplier shall not be held responsible for any Content generated by Customer on its portal through the use of the Service including but not limited to email correspondence or otherwise.
- 12.4 Where any unauthorised use of the Content or the Service by the Customer is discovered, the Supplier shall be entitled to suspend use of the Service by the Customer immediately without any refund of the Charges (or any part thereof) paid and require the Customer to return or destroy any copies of the Content and/or Service made.
- 12.5 The Customer agrees promptly to provide the Supplier with all such information and records relating to its receipt of the Services and/or Content and use of the Website as may be reasonably requested by the Supplier from time to time.
- 12.6 Without prejudice to clause 12.4 the Customer acknowledges and agrees that the Supplier shall at all times be entitled to access, examine and use usage information and records relating to the Customer's receipt of the Services and/or Content and use of the Website.
- 12.7 Without prejudice to any other rights or remedies available to the Supplier, the Supplier shall be entitled to suspend access to the Website and the Services and/or Content in the event that the Supplier has reasonable grounds for believing that:
- 12.7.1 an excessive number of people are accessing (or have accessed) the Content and/or the Website; or
  - 12.7.2 Content and/or the Website is being accessed (or has been accessed) too frequently, in each case where such access has occurred via the Customer's authorisation.

## **13 Data Protection**

- 13.1 The Parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Controller and the Supplier is a Controller as specified in Schedule [X].
- 13.2
- 13.14 The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Parties' may agree to amend this agreement to ensure that it complies with any guidance issued by the Information Commissioner's Office.

13.15 Where the Parties include two or more Joint Controllers as identified in Schedule [X] in accordance with GDPR Article 26, those Parties shall enter into a Joint Controller Agreement based on the terms outlined in Schedule [Y] in replacement of Clauses 1.1-1.14 for the Personal Data under Joint Control.

## **14 Liability**

14.1 The Supplier shall not be responsible for any injury, loss, damage, cost or expense suffered by the Customer if and to the extent that it is caused by the negligence or wilful misconduct of the Customer or by breach by the Customer of its obligations under the Agreement.

14.2 Subject always to clauses 14.3 and 14.4:

14.2.1 the aggregate liability of the Supplier in respect of all defaults, claims, losses or damages howsoever caused, whether arising from breach of the Agreement, the supply or failure to supply of the Services, misrepresentation (whether tortious or statutory), tort (including negligence), breach of statutory duty or otherwise shall in no event exceed a sum equal to 100% of the Charges paid or payable to the Supplier; and

14.2.2 in no event shall the Supplier be liable to the Customer for any:

- (a) loss of profits;
- (b) loss of business;
- (c) loss of revenue;
- (d) loss of or damage to goodwill;
- (e) loss of savings (whether anticipated or otherwise); and/or
- (f) any indirect, special or consequential loss or damage.

14.3 Nothing in the Agreement shall be construed to limit or exclude either Party's liability for:

14.3.1 death or personal injury caused by its negligence or that of its Staff;

14.3.2 fraud or fraudulent misrepresentation by it or that of its Staff; or

14.3.3 any other matter which, by law, may not be excluded or limited.

14.4 The Supplier's liability under the indemnity in clause 8.5 and 18.3 shall be unlimited.

## **15 Force Majeure**

Neither Party shall have any liability under or be deemed to be in breach of the Agreement for any delays or failures in performance of the Agreement which result from circumstances beyond the reasonable control of the Party affected. Each Party shall promptly notify the other Party in writing when such circumstances cause a delay or failure in performance and when they cease to do so. If such circumstances continue for a continuous period of more than two months, either Party may terminate the Agreement by written notice to the other Party.

## **16 Termination**

16.1 Without prejudice to any other right or remedy it might have, the Customer may terminate the Agreement by written notice to the Supplier with immediate effect if the Supplier:

16.1.1 (without prejudice to clause 16.2.5), is in material breach of any obligation under the Agreement which is not capable of remedy;

16.1.2 repeatedly breaches any of the terms and conditions of the Agreement in such a manner as 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

Agreement;

- 16.1.3 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;
  - 16.1.4 material breaches any of the provisions of clauses, 11, 12, 13 and 17;
  - 16.1.5 becomes insolvent, or if an order is made or a resolution is passed for the winding up of the Supplier (other than voluntarily for the purpose of solvent amalgamation or reconstruction), or if an administrator or administrative receiver is appointed in respect of the whole or any part of the Supplier's assets or business, or if the Supplier makes any composition with its creditors or takes or suffers any similar or analogous action (to any of the actions detailed in this clause 16.2.6) in consequence of debt in any jurisdiction; or
  - 16.1.6 fails to comply with legal obligations in the fields of environmental, social or labour law, as applicable to the Supplier.
- 16.2 The Supplier shall notify the Customer as soon as practicable of any change of control as referred to in clause 16.2.4 or any potential such change of control.
- 16.3 The Supplier may terminate the Agreement by written notice to the Customer if the Customer has not paid any undisputed amounts within 60 days of them falling due.
- 16.4 Termination or expiry of the Agreement shall be without prejudice to the rights of either Party accrued prior to termination or expiry and shall not affect the continuing rights of the Parties under this clause and clauses 2, 3.2, 6.1, 6.2, 6.6, 6.7, 7, 9, 10.2, 11, 12, 13, 14, 16.6, 17.4, 18.3, 19 and 20.7 or any other provision of the Agreement that either expressly or by implication has effect after termination.
- 16.5 Upon termination or expiry of the Agreement, the:
- 16.5.1 The Customer will cease and will procure that all Users cease using the Service, the Content and the ID; and
  - 16.5.2 The Supplier shall be entitled to suspend all access to the Service; and
- 17 In circumstances where the Customer or any third party provided with access by or on behalf of the Customer (including a User) continues to access the Service or any part thereof following expiry or termination of this Agreement (irrespective of whether the Supplier has permitted such access), the Supplier shall invoice and the Customer shall pay to the Supplier such additional proportion of the Charges as relates to such access, and payment shall be made in accordance with clause 5.3. Compliance
- 17.1
- 17.2 The Supplier shall:
- 17.2.1 perform its obligations under the Agreement in accordance with all applicable equality Law and; and
  - 17.2.2 take all reasonable steps to secure the observance of clause 17.3.1 by all Staff.
- 17.3 The Supplier shall comply with, and shall ensure that its Staff shall comply with, the provisions of:
- 17.3.1 the Official Secrets Acts 1911 to 1989; and
  - 17.3.2 section 182 of the Finance Act 1989.

## **18 Prevention of Fraud and Corruption**

- 18.1 The Supplier shall not offer, give, or agree to give anything, to any person 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 Agreement or for showing or refraining from showing favour or disfavour to any person in relation to the Agreement.

- 18.2 The Supplier shall take all reasonable steps, in accordance with good industry practice, to prevent fraud by the Staff and the Supplier (including its shareholders, members and directors) in connection with the Agreement and shall notify the Customer immediately if it has reason to suspect that any fraud has occurred or is occurring or is likely to occur.
- 18.3 If the Supplier or the Staff engages in conduct prohibited by clause 18.1 or commits fraud in relation to the Agreement or any other contract with the Crown (including the Customer) the Customer may:
- 18.3.1 terminate the Agreement and recover from the Supplier the amount of any loss suffered by the Customer resulting from the termination, including the cost reasonably incurred by the Customer of making other arrangements for the supply of the Services and any additional expenditure incurred by the Customer throughout the remainder of the Agreement; or
- 18.3.2 recover in full from the Supplier any other loss sustained by the Customer in consequence of any breach of this clause.

## 19 Dispute Resolution

- 19.1 The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the Agreement and such efforts shall involve the escalation of the dispute to an appropriately senior representative of each Party.
- 19.2 If the dispute cannot be resolved by the Parties within one month of being escalated as referred to in clause 19.1, the dispute may by agreement between the Parties be referred to a neutral adviser or mediator (the “**Mediator**”) chosen by agreement between the Parties. All negotiations connected with the dispute shall be conducted in confidence and without prejudice to the rights of the Parties in any further proceedings.
- 19.3 If the Parties fail to appoint a Mediator within one month, or fail to enter into a written agreement resolving the dispute within one month of the Mediator being appointed, either Party may exercise any remedy it has under applicable law.

## 20 General

- 20.1 Each of the Parties represents and warrants to the other that it has full capacity and authority, and all necessary consents, licences and permissions to enter into and perform its obligations under the Agreement, and that the Agreement is executed by its duly authorised representative.
- 20.2 A person who is not a party to the Agreement shall have no right to enforce any of its provisions which, expressly or by implication, confer a benefit on him, without the prior written agreement of the Parties.
- 20.3 The Agreement cannot be varied except in writing signed by a duly authorised representative of both the Parties.
- 20.4 The Agreement contains the whole agreement between the Parties and supersedes and replaces any prior written or oral agreements, representations or understandings between them. The Parties confirm that they have not entered into the Agreement on the basis of any representation that is not expressly incorporated into the Agreement. Nothing in this clause shall exclude liability for fraud or fraudulent misrepresentation.
- 20.5 Any waiver or relaxation either partly, or wholly of any of the terms and conditions of the

Agreement shall be valid only if it is communicated to the other Party in writing and expressly stated to be a waiver. A waiver of any right or remedy arising from a breach of contract shall not constitute a waiver of any right or remedy arising from any other breach of the Agreement.

- 20.6 The Agreement shall not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the Parties other than the contractual relationship expressly provided for in the Agreement. Neither Party shall have, nor represent that it has, any authority to make any commitments on the other Party's behalf.
- 20.7 Except as otherwise expressly provided by the Agreement, all remedies available to either Party for breach of the Agreement (whether under the Agreement, statute or common law) are cumulative and may be exercised concurrently or separately, and the exercise of one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.
- 20.8 If any provision of the Agreement is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from the Agreement and rendered ineffective as far as possible without modifying the remaining provisions of the Agreement, and shall not in any way affect any other circumstances of or the validity or enforcement of the Agreement.

## **21 Notices**

- 21.1 Any notice to be given under the Agreement shall be in writing and may be served by personal delivery, first class recorded or, subject to clause 21.3, e-mail to the address of the relevant Party set out in the Award Letter, or such other address as that Party may from time to time notify to the other Party in accordance with this clause:
- 21.2 Notices served as above shall be deemed served on the Working Day of delivery provided delivery is before 5.00pm on a Working Day. Otherwise delivery shall be deemed to occur on the next Working Day. An email shall be deemed delivered when sent unless an error message is received.
- 21.3 Notices under clauses 15 (Force Majeure) and 16 (Termination) may be served by email only if the original notice is then sent to the recipient by personal delivery or recorded delivery in the manner set out in clause 21.1.

## **22 Governing Law and Jurisdiction**

The validity, construction and performance of the Agreement, and all contractual and non contractual matters arising out of it, shall be governed by English law and shall be subject to the exclusive jurisdiction of the English courts to which the Parties submit.

## **Schedule Y: Joint Controller Agreement**

This General Data Protection Regulation Addendum (“Addendum”) is made on 1<sup>st</sup> May 2019 (“Effective Date”) by and between Food Standards Agency, with registered address at Clive House, 70 Petty France, London ] (“Client”), and DeHavilland Information Services Limited, trading as DeHavilland, a company registered in England and Wales with registered number 8297488 and with registered offices at c/o Ascential Group Limited, The Prow, 1 Wilder Walk, London W1B 5AP (“Supplier”).

This schedule attaches to and forms part of the Agreement between Client and Supplier dated [date] (“Agreement”).

This schedule consists of

- the terms and conditions below,
- the Agreement, which is incorporated by reference, and
- any policies or procedures referenced in this Addendum.

### **SECTION 1 Purpose**

This Addendum modifies and supplements the terms and conditions in the Agreement relating to the sharing of Personal Data between the Parties, each acting as a Data Controllers. Notwithstanding anything to the contrary in the Agreement, if there is a conflict between this Addendum and the Agreement, this Addendum will prevail. This Addendum will be attached to and incorporated into the Agreement.

### **SECTION 2 Definitions**

Capitalised terms used but not defined have the meaning given in the Agreement.

“Data Protection Law” means any law, rule, regulation, decree, statute, or other enactment, order, mandate or resolution, applicable to Supplier or Client, relating to data security, data protection and/or privacy, including the Data Protection Act 2018, Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to processing of Personal Data and the free movement of that data (“GDPR”), and any implementing, derivative or related legislation, rule, regulation, and regulatory guidance, as amended, extended, repealed and replaced, or re-enacted.

“Data Processor”, “Data Controller”, “Personal Data”, “Data Subject”, “Personal Data Breach”, “Supervisory Authority”, “Process/Processing/Processed” shall have the same meaning as in the GDPR.

### SECTION 3 GDPR requirements

1) The parties acknowledge their respective duties under Data Protection Law and shall give each other all reasonable assistance as appropriate or necessary to enable each other to comply with those duties.

2) Each party undertakes to comply at all times with its obligations under the Data Protection Law and this Section 3 and shall:

a) put in place and maintain appropriate technical and organisational measures to protect the Personal Data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, and which provide a level of security appropriate to the risk represented by the processing and the nature of the data to be protected;

b) ensure that any third party the Data Controller authorises to have access to the Personal Data, including Processors, will respect and maintain the confidentiality and security of the Personal Data. Any person acting under the authority of the Data Controller, including a Data Processor, shall be obligated to process the Personal Data only on instructions from the Data Controller. This provision does not apply to persons authorised or required by law or regulation to have access to the Personal Data;

c) where appropriate, promptly refer to the other party any requests, from (i) Data Subjects in regards to the right of access to Personal Data by that Data Subject in accordance with the Data Protection Law; (ii) the Information Commissioner; or (iii) any other law enforcement authority and to the extent it is reasonable and practical to do so consult with the other party (for the avoidance of doubt at no additional cost) before responding to such request;

d) notify the other party without undue delay following any Personal Data breach involving the Personal Data and each party shall co-operate with the other, to the extent reasonably requested, in relation to any notifications to Supervisory Authorities or to Data Subjects which are required.

3. Where Personal Data is shared between the parties, each acting as Data Controller:

a) the Data Controller transferring the Personal Data warrants to the Data Controller receiving the Personal Data that such Personal Data has been collected, Processed and transferred in accordance with the Data Protection Law; and

b) the Data Controller receiving the Personal Data will Process the Personal Data for the purposes set out in the Agreement (or to comply with a requirement of applicable law to which the Data Controller is subject) and in accordance with the Data Protection Law and this Section 3.

Resolution of disputes with Data Subjects or a Supervisory Authority

In the event of a dispute or claim brought by a Data Subject or a Supervisory Authority concerning the processing of the Personal Data against either or both of the parties, the parties will inform each other about any such disputes or claims, and will cooperate with a view to settling them amicably in a timely fashion.

#### SECTION 4 Miscellaneous

- (a) Counterparts. The parties may execute this Addendum in any number of counterparts. Each counterpart is an original and all counterparts constitute one agreement binding both parties. Facsimile and electronic signatures will be binding for all purposes.
- (b) Construction. Neither party has entered this Addendum in reliance on any promise, representation, or warranty not contained herein. This Addendum will be interpreted according to its plain meaning without presuming that it should favour either party.
- (c) Entire agreement. This Addendum supersedes all prior and contemporaneous communications, whether written or oral, regarding the subject matter covered in this Addendum.
- (d) No further amendment. Except as modified by this Addendum, the Agreement remains unmodified and in full force and effect.

## Annex 2 Charges

### Application form for a project with the Food Standards Agency Financials Template

Applicants should complete each part of this application as fully and as clearly as possible

Brief instructions are given in the boxes at the start of each section.  
Some boxes have **blue** text and this indicates that the value is calculated automatically  
Some boxes are shaded **red** and these boxes **must** be completed

Guidance notes on completion of fields can be removed from view by pressing the ESC key

Please submit the application through the Agency's electronic Public Procurement System (Bravo) by the deadline detailed on the Bravo system

This form should be completed by the project lead applicant and must include the collated costs for all participating organisations applying for the project work

Please note that once the cost for a project has been agreed by FSA and an agreement signed, no increase in cost for the specified work will be considered

**All costs should be exclusive of VAT for the purpose of comparison of tenders.**

Tender Reference

Tender Title

Full legal organisation name

Main contact title

Main contact forname

Main contact surname

Main contact position

Main contact email

Main contact phone

Will you charge the Agency VAT on this proposal?

Please state your VAT registration number:

**\*Please provide your VAT Registration number below**

**Project Costs Summary Breakdown by Participating Organisations**

Please include only the cost to the FSA.

Organisation	VAT Code*	Total (£)
<i>DeHavilland Information Services Ltd</i>	STD	£ [REDACTED]
		£ -
		£ -
		£ -
		£ -
		£ -
		£ -
		£ -

**Total Project Costs (excluding VAT) \*\***

£ [REDACTED]

\* 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 below and in the Schedule of payments tab.

**Project Costs Summary (Automatically calculated)**

<b>Staff Costs</b>	£	[REDACTED]
<b>Overhead Costs</b>	£	[REDACTED]
<b>Consumables and Other Costs</b>	£	[REDACTED]
<b>Travel and Subsistence Costs</b>	£	[REDACTED]
<b>Other Costs - Part 1</b>	£	[REDACTED]
<b>Other Costs - Part 2</b>	£	[REDACTED]
<b>Other Costs - Part 3</b>	£	[REDACTED]
<b>Other Costs - Part 4</b>	£	[REDACTED]
<b>Other Costs - Part 5</b>	£	[REDACTED]
<b>Total Project Costs</b>	£	[REDACTED]





## **Annex 2/3 Specification**

The Food Standards Agency is looking to appoint a supplier for parliamentary monitoring and research services.

We require three services:

1. Parliamentary and political monitoring across Westminster, Wales and NI
2. Access to background information such as parliamentarians' biographies
3. Ad hoc research and analysis

### **The Specification**

Tenders are invited to carry out

#### **1. Parliamentary monitoring**

We require:

- Daily monitoring of the following for specific keywords, or issues of interest to the FSA:
  - House of Commons and House of Lords, including (but not exclusively) debates, oral and written questions, Early Day Motions, select committee hearings, and Ministerial statements;
  - National Assembly of Wales monitoring as above;
  - Northern Ireland Assembly monitoring as above;
  - Other relevant publications and activities e.g. political parties and MPs'/AMs'/MLAs' press releases, tweets; party political conference activity, manifestos.
- We would like the above to be delivered via email to a list of approximately 5-10 FSA staff as soon as possible and within 24 hours after Broadcast / publication.
- A sample list of the keywords we currently monitor is annexed. This is provided to give suppliers an example of our current monitoring requirements, and is subject to change.
- Suppliers should note that the FSA already monitors social media for issues of interest to us and this monitoring will pick up posts/tweets where we are tagged or where our hashtags are used. But it will be important for suppliers to help us see the bigger picture beyond the formal proceedings of Parliament and our own social media monitoring, and to identify where MPs or parties might be campaigning on issues of

interest to the FSA. So, for example, if an MP speaks in a debate and later issues a press release or tweets about the subject, it is helpful to have that detail as well as the debate contribution.

Our objective for this service:

- An alert service and accurate report of parliamentary and political activity relating to our keywords/areas of interest which will ensure staff are up-to-date on issues relevant to the FSA.

## 2. **Access to background information**

We require:

- Access for a small number of staff (<5) to a database which might include elements such as: up-to-date biographies of parliamentarians; information on progress of bills and other parliamentary business across Westminster parliament, Wales and NI, ability for FSA staff to identify MPs/AMs/MLAs with an active interest in food related issues

Desirable:

- Ability to bulk mail parliamentarians and to track contact with parliamentarians.

Our objective for this service:

- To be able to manage our contacts with parliamentarians with up to date information on their activities and interests.

## 3. **Ad hoc research and analysis**

We require:

- A small amount of research and analysis (2-3 hours per month) on parliamentary activity relating to issues of interest to the FSA. For example researching an MP's interest in a particular area that may have prompted them to ask a parliamentary question.

Our objective for this service:

- Enable the FSA to understand Parliamentarians and Assembly members' views on key issues; to identify MPs/AMs/MLAs who may support FSA objectives; to plan future engagement on issues of strategic importance to us.

We would value the opportunity to see how the service would look. This could be an example email, or a link to a mocked up page on a website, or an example of a service provided to an existing client.

As part of the evaluation of tenders we may invite shortlisted suppliers to make a presentation at our central London offices.

**Annex: Sample list of key words:**

Food Standards Agency / FSA mentions  
Drink Labelling  
Food labelling  
BSE/CJD  
Genetically Modified Crops / GM foods  
Diet and nutrition  
Food additives  
Horse meat  
Supply-chain issues  
Food allergy  
Food safety  
Food quality  
Food miles  
Food science research  
Food security  
Food fraud / food crime  
Meat  
Dairy  
Shellfish  
Animal welfare at slaughter  
Halal  
Food waste  
Brexit and food

Lead Applicant's details							
Surname	██████████	First Name	██████████	Initial	█	Titl e	M R
Organisation	DeHavilland Information Services Ltd	Department	COMMERCIAL				
Street Address	7 SAVOY COURT						
Town/City	LONDON	Country	UK	Postcod e	WC2R 0EX		
Telephone No	02030333865	E-mail Address	██████████ uk				
Is your organisation a <b>small and medium enterprise</b> . (EU recommendation 2003/361/EC refers <a href="http://www.hmrc.gov.uk/manuals/cirdmanual/cird92800.htm">http://www.hmrc.gov.uk/manuals/cirdmanual/cird92800.htm</a> )			Yes		No	<b>X</b>	
TENDER SUMMARY							
TENDER Title							
Parliamentary Monitoring							
TENDER reference	FSA635						
Proposed Start	01/05/2019		Proposed End Date	30/04/2021			
1: Delivery of Required Services (30%)							
<p><b>Please answer the questions below:-</b></p> <p><b>Please detail how you will deliver the requirements detailed in the specification. Please detail what you consider to be your organisation's unique selling point compared to other potential suppliers</b></p> <p>Having reviewed the specification of requirements as set in the tender documentation we feel that DeHavilland can meet the specific monitoring needs of the Food Standards Agency. The following proposal outlines those aspects of the DeHavilland service we believe align with the requirements of the Food Standards Agency.</p> <p style="text-align: center;"><b><u>PARLIAMENTARY MONITORING</u></b></p> <p><b>DeHavilland's Tailored Approach</b></p> <p>DeHavilland is a leading UK and European political intelligence company, established in 1997. We offer a wide range of political intelligence solutions centred on the UK and European agendas.</p> <p>DeHavilland's service is used by over 400 of Britain's leading businesses, trade associations, governmental organisations, charities, campaign organisations and trade unions. Through a variety of tailored services DeHavilland keeps them informed of the latest political developments which may have a direct impact upon their sector and areas of interest. We help our clients to spot opportunities</p>							

and risks, to both campaigns and core interests. We also help to identify, and support engagement with, key parliamentarians relevant to specific policy areas.

### **Daily Monitoring**

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A team of over 30 analysts gather and index all political news and information that enters the DeHavilland system. Content is drawn from parliamentary activity such as bill debates or PQs, as well as key political broadcasting, ministerial speeches, press releases and social media covering both Westminster and the Devolved Assemblies. All information is indexed to enable it to be categorised, stored and delivered quickly and easily. Unlike other organisations we don't just rely on technology to do this.

DeHavilland monitors all the sources necessary to deliver your required service including:

- Parliamentary Questions and Answers
- Written Ministerial Statements
- Parliamentary Debates
- Select Committees
- Early Day Motions
- Government Reports and Announcements
- APPGs
- Public Bill Committees
- Name Mentions – including “Food Standards Agency” as well as any potential variations
- Social media updates – Parliamentarian Blogs, Twitter Feeds, central Government Departments’, APPGs’, arm’s length bodies’, Think Tanks and key political media twitter feeds

In addition to:

- Parliamentary business and relevant news activities for the day ahead
- Official Inquiries
- Legislative Updates
- Ministerial Speeches
- Party Conferences – coverage of key floor speeches plus coverage of hundreds of fringe meetings
- Press Releases – from government, political parties, think tanks, NDPBs, NGOs, charities, APPGs, as well as commercial organisations, trade unions, Local Authorities, Clinical Commissioning Groups and Local Enterprise Partnerships

- 

DeHavilland is pleased to be able to provide our clients with social media coverage, as standard, including updates from Parliamentarian blogs and twitter feeds. Since we launched this element of our service in 2013, this has enabled us to highlight significant and relevant ‘chatter’ to our clients, giving them insight into their stakeholders and ensuring they maintain awareness of all political developments via all mediums.

Meeting the needs of our clients is at the heart of the DeHavilland service and we therefore strive to provide the most comprehensive coverage, from every corner of the UK.

As well as harnessing this wide range of sources, DeHavilland also produces a vast range of original content, providing live coverage of parliamentary questions, summaries of bill readings, Public Bill Committees and APPG meetings on request as well as select committee sittings.

[REDACTED]

[REDACTED]

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### **Targeted Alerts**

Sector-focused Policy Executives review information streams throughout the day to ensure their clients are kept up to date with the latest information. Human intervention allows our alerting to be proactive. Your dedicated Policy Executive will work with you to understand not only your stated interests but the nuances of subjects, flagging up issues and events outside of stated interests but which are still important to you.

High priority email alerts will be sent as soon as content comes onto the system, to ensure that you are instantly updated on all of your key focus areas and keywords. Your Account Team will work with you to ensure that you receive coverage and transcripts of all key readings and meetings within half a working day.

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### **Format of Email Alerts**

Email alerts can be delivered according to users' individual needs, which may include live alerts for high priority developments, supported by daily round-up reports such as those that the Food Standards Agency has requested throughout the course of the day. This will be compiled by your dedicated Policy Executive and in order to maintain the highest level of relevancy possible and avoid automation of these round-ups, we would group them to suit the specific requirements of the user at the Food Standards Agency.

These reports summarise all headline developments and are organised thematically by source or issues area. At the top of each email is an anchor-linked contents at the top of each page with full contents easily navigable beneath.

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### **Forward Planning Tools**

DeHavilland also provides a range of daily and weekly updates, designed to ensure our clients are kept on top of parliamentary and non-parliamentary events and activities enabling them to forward plan for the coming week.

Should you require visibility of the political agenda further than a week ahead, your Policy Executive upon request can also provide ad hoc alerts to notify you of upcoming key political and policy events, as well as forthcoming announcements, speeches and consultations.

To supplement this service, you can also access DeHavilland's online 'Forward Planner', which would support the Food Standards Agency as an effective horizon scanning tool. This module provides DeHavilland clients with visibility of Parliamentary and stakeholder activity for the forthcoming months. Searches can be filtered according to keywords or particular sectors. Further information relating to the online portal is provided in the following section.

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### **Bespoke Reports**

DeHavilland's services are built entirely around our client's needs, and to this end we provide a range of bespoke daily, weekly, monthly and quarterly reports for our clients. These reports can provide analysis or measure certain KPIs for our clients, depending on the defined parameters as agreed with the client themselves.

As per the requirements expressed in the tender documentation, the FSA will receive its bespoke weekly report as part of any future contract. The weekly report currently covers all relevant political, parliamentary content, as well as press releases from the FSA itself and other Government departments or external bodies. We would of course be happy to discuss any amendments required to the format.

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### **Legislative Tracking**

DeHavilland provides proven comprehensive coverage of legislative debate and process as part of our standard monitoring package. Our approach has been developed over many years, based on what clients have told us they need. It is a flexible and tailored approach that ensures each client receives just what they need, as they need it.

The debate summaries, as produced by our team of Political Executives, will clearly identify all key changes to a Bill during the legislative process, highlighting the outcomes of amendments and all divisions, and the dedicated coverage ensures that we can capture the context of key debates around these changes.

All summaries and transcripts are sent to clients as soon as they are published, and further briefings can be requested from your Policy Executive. They will be able to highlight speakers, provide details of stakeholder comment and produce timelines of activity to enable you to plan your own work accordingly. Once legislation has been passed, your Policy Executive remains on hand to guide you through the implementation process, via monitoring updates on statutory instruments/commencement orders.

We provide full coverage of secondary legislation from the instrument being laid to completion of its parliamentary passage.

Our team are trained in the whole legislative process, both primary and secondary, and as well as alerting you to developments are able to answer any questions you may have on the process. DeHavilland can provide training sessions on primary and/or secondary legislation for our clients.

## **Delivery**

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DeHavilland proposes a flexible approach to the monitoring. This will include the following:

- Immediate alerting on high priority mentions
- Immediate reporting on key announcements and updates relevant to FSA
- Consolidated report of relevant PQs produced daily

These will be supported by our general political updates and other relevant reports as and when required.

## **ACCESS TO BACKGROUND INFORMATION**

### **Parliamentary Database**

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In conjunction with the alerts, the Food Standards Agency can benefit from access to our comprehensive web resource that includes contact information, biographies and functions as a contact management tool.

*PeoplePoint* - DeHavilland's comprehensive database of all Parliamentarians – enables our clients to identify and engage with stakeholders as well as clearly track and monitor this activity. Containing over 2,500 biographies, *PeoplePoint* allows you to research and contact all Parliamentarians, including MPs, Peers, London Assembly Members, Special Advisors, PPCs, Civil Servants and Local Councillors. Users can move seamlessly between all of DeHavilland's online elements – for example, read the summary of a bill debate and access the contact details of politicians who had contributed.

DeHavilland's database of Parliamentarian biographies and contact details can also be used as a contact management tool. This not only enables you to target specific Parliamentarians to maximise the effectiveness of your communications, but also enables you to import your own contacts and track all engagement activity. With full contact management facilities, you are able to track your own parliamentary correspondence and save this information alongside politicians' biographies to give a reliable overview of your engagement activity.

We are aware that *PeoplePoint*, as well as the contact management service, is an integral part of FSA's usage of the DeHavilland service. The FSA and DeHavilland have worked closely in the past

to identify key stakeholders via the online service, for the purposes of engagement and event invitation.

It is imperative for DeHavilland to provide up to date contact details to our clients. To this end, *PeoplePoint* is continuously updated by our dedicated team of editorial researchers. Any changes, for example in Select Committee membership or contact details, will be reflected on our system within 1 working day.

Biographies are easily searchable and pre-prepared “Quick Lists” enable users to navigate directly to key groups – e.g. all members of a committee, or all backbench members of a particular party.

Biographies can be downloaded or printed and are also linked to a Parliamentarian’s recent activity, allowing clients to see what activity a specific politician has been engaging in, throughout any defined period.

Clients find this tool invaluable when, for example, preparing for meetings or a Select Committee appearance, and it is an incredibly useful tool in stakeholder mapping exercises.

Users (or your Policy Executive) can quickly and easily create lists of politicians you wish to contact, and then perform a mail merge (with attachments). All communication appears to come from you, and you can easily access reports of who you have contacted and when.

### **Parliamentary Archive**

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Clients are fully supported in their use of DeHavilland’s online tool – a website with an archive stretching back 20 years.

*Search* - An extensive political intelligence archive hosting over 5 million items, including all records of all debates and summaries. Powerful search functionality enables you to find what you need, quickly, e.g. all parliamentary questions, summaries or politician blog entries mentioning a particular subject. Enhanced functionality enables clients to search by keyword, subject matter and/or content type.

DeHavilland picks up approximately 10,000 pieces of parliamentary content every day, and all of this information is stored in our easily accessible online archive, ready for our clients to utilise as a research tool at any time.

To conduct monitoring searches online you can focus on any timeframe from the last 20 years, any particular keyword or political issue, any content type (e.g. PQs) or you can focus on a particular piece of legislation instead. You can scale your search up or down with our easy to use filters, making it easy to broaden the content you are looking at to obtain a high-level overview of developments, or narrow your focus down on specific niche interests. Upon completion of a search this can be saved so it can be easily referenced and refreshed next time you log in.

### **Additional Online Resources**

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In addition to the *PeoplePoint* database and our Parliamentary Archive tool, the DeHavilland online platform includes a number of additional resources as standard which our clients can benefit from:

*Bills & Committees Tracker:* Helps you track the progress of bills at every stage from white paper to Royal Assent and monitor the activity of relevant select committees. We summarise the vast majority of committee oral evidence sessions and legislative debates.

*Forward Planner:* In conjunction with forward planner emails, to help clients stay on top of upcoming activity. Events are searchable by keyword or subject matter, by all items, or just those added in the last 7 days. Where available, we also include links to further information about the events.

Users can move seamlessly between all of the online elements for example, read the summary of a bill debate and access the full transcript, plus the biographies or contact details of politicians who have contributed.

In terms of support, DeHavilland prides itself on the provision of on-demand website training. This can be delivered in person or online and will be included within the fixed price of the contract. All subscribers receive full training and have access to telephone support throughout their subscription. This is complemented by a comprehensive online help guide providing advice and guidance on using the different elements of the service.

All DeHavilland clients also have access to technical support, including a fully staffed Technical Helpline that can be accessed between 8am – 6pm on Monday – Friday.

## **AD HOC RESEARCH AND ANALYSIS**

### **Political Research Support**

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The proposed package includes 3 hours of Political Research Support per month which may be shared across the UK team, as we understand that the FSA may need to call upon DeHavilland as an extra resource from time to time. We endeavour to respond to you in the most efficient way possible, whilst simultaneously offering value for money. The type of research carried out by your Policy Executive can include:

- Detailed, bespoke background research and briefings around all the big parliamentary and political events, where the brief and expectations will be agreed between the FSA and DeHavilland prior to each event
- Comprehensive and up to date intelligence and biographies on parliamentarians;
- Analysis of name mentions – e.g. who is talking about the FSA, what are they saying etc;
- Analysis of MPs and their interests in issues relevant to the FSA or your aims
- PQ Analysis – e.g. How many PQs pertain to auditing this quarter or year compared to last, the interests of MPs which may have prompted to ask particular PQs;
- Committee Research – Should a Select Committee hold particular relevance, your Policy Executive would help you compile intelligence on the members of that committee as part of your preparation

process – this could include biographical information, as well as more activity focused research;

Turnaround times on all requests are agreed between the client and the Policy Executive at the time of request. We aim to support clients in meeting any deadlines they may have.

[Redacted]

[Redacted]

[Redacted]

## 2: ORGANISATIONAL EXPERIENCE AND EXPERTISE (15%)

**Please answer the questions below:-**

**Please provide details of your organisations experience of providing parliamentary monitoring services to public sector organisations.**

**Please detail your staffing arrangements, who would be providing the monitoring services along with their level of experience.**

[Redacted]

Through regular contact with the primary account holders, DeHavilland aims to understand the core corporate objectives of FSA and assist the organisation by delivery information that will help it achieve them.

**Your DeHavilland team**

[Redacted text block]

A key part of the role is developing and maintaining good working relationships with DeHavilland's clients. This involves meeting clients on a regular basis to ensure he understands their public affairs priorities and ensuring the DeHavilland team is acting as an extension to client's team.

### 3: ADDED VALUE AND INNOVATION (5%)

**Please answer the questions below:-**

**Please provide examples of how your service innovates to keep pace with changes in both the political and technological landscapes.**

Dehavilland uses the latest technology in acquiring information with over 3000 hand-built automated workflows, which run up 1000 scheduled runs per hour and within a day can extract anywhere up to 26,000 items. In addition to our technology-led content acquisition, DeHavilland's dedicated content team of over 10 members, acquire news from 4,500 sources from both UK and EU sides, plus Embargoed release.

In addition, as previously mentioned, DeHavilland is pleased to be able to provide our clients with social media coverage, as standard, including updates from Parliamentarian blogs and twitter feeds. Since we launched this element of our service in 2013, this has enabled us to highlight significant and relevant 'chatter' to our clients, giving them insight into their stakeholders and ensuring they maintain awareness of all political developments via all mediums.

Following our clients' numerous requests, we have recently launched our latest database of Local Councillors. Dehavilland now offers a unique database of over 20,000 councillors from all 418 local councils across the UK, including County councils, District councils, Borough & City councils and Metropolitan Districts. The tool is integrated with our *PeoplePoint* tool of MPs and other stakeholder data. DeHavilland customers can identify, engage and influence key stakeholders at a regional level to identify opportunities for growth, safeguard against risk and promote organisational objectives all within a user friendly, comprehensive database where all action and engagement levels can be recorded, tracked and managed. And with the advanced search tool offered, clients can search by Job Title, Committee Membership, Postcode, Date added and Council type.

Dehavilland also offers a comprehensive database of Civil Servants which provides you access to over 25,000 civil service contacts, spanning not just all of Whitehall, but also regulators such as Ofgem and devolved Governments. The tool provides regularly updated contact details and we guarantee to update any inaccurate information within 24 hours. It is also an integrated tool that sits alongside the other tabs on our online portal. The Civil Service Online also covers Executive Agencies, Non-Departmental Public Bodies, and includes details on many Research Councils, Libraries, Health and Social Care bodies etc. It covers around 600 individual departments/organisations, many of which are divided further into directorates and sub-departments. Building relationships with civils service is an increasingly vital part of our clients' objectives. Civil Service Online provides you with up to date data and similar functionality to what *PeoplePoint* offers.

In response to our clients' efforts to be using GDPR-compliant solutions and ensuring they apply

data-privacy practices within their organisations, we developed a *PeoplePoint* API data-feed solution. An API is a program that allows two different applications to automatically communicate with each other – in this case linking DeHavilland’s database of politicians with your Client Relationship Management system. Our *PeoplePoint* database provides unrivalled detail on political stakeholders from Westminster to Holyrood, and with the recent launch of our Local Councilor database, includes around 25,000 profiles, with full contact details and political appointments. No matter what system you use, your developers can easily plug in our API, and set it up to update with our latest data as often and as specifically as you need.

Our *PeoplePoint* API data-feed is a secure, seamless and scalable solution to your stakeholder management needs with a series of benefits:

- Never be unprepared in your stakeholder engagements with DeHavilland’s dynamic and innovative CRM data-feed, offering you quick and easy access to a world of intelligence and contacts
- Achieve your policy influence goals by empowering your Government Affairs & Policy team to search online for only the data is required, as often as it’s needed, reducing errors and task-duplications
- Meet the Data Privacy regulations and reduce the risk of breaching GDPR by ensuring you store, access and utilise the up-to-date information around your stakeholders

By continuing to invest in our technology, we can ensure that we are able to monitor the widest range of sources in real-time. Increasing partnerships with key stakeholders has meant faster access to information, including event transcripts and early notification of upcoming reports.

#### **4: PROJECT MANAGEMENT (5%)**

**Please answer the questions below:-**

**Please detail how you will manage the service, including what the account management arrangements will be.**

In order to maintain high levels of client service, every client is assigned an account management team. The FSA will continue to benefit from your current dedicated account manager and Policy Executive whose roles are to ensure that you are receiving, at all times, the optimum level of service.

DeHavilland have amassed a wealth of experience through working with over 1,000 Public Affairs professionals across the UK. We understand that communication is the key to a successful relationship and to this end both your Policy Executive and Account Manager will keep you abreast of all key developments, agree timescales and objectives and obtain feedback during the renewal phase and your whole DeHavilland experience.

As part of our account management processes, your DeHavilland team will work with you to pull together a tailored account management plan. This account management plan follows the life cycle of an annual contract, ensuring that any new or renewed service is properly and thoroughly embedded to fully support all team members. There are frequent checks to ensure the service is running as it should, and frequent formal review.

The plan can be scaled up or down as required by an individual client – i.e. just include basic events or be expanded to include the clients’ aims and objectives, as well as any projects, campaigns, reports, etc, being produced, and the steps your Policy Executive can take to best support you at each milestone.

An account plan ensures that our clients remain on top of the political calendar, and that DeHavilland remains on top of any activities the client may be carrying out. Both parties are reminded of the service review schedule, and able to fit this around other activities.

### **Working together with our clients**

In our experience, any service works best when both parties work in partnership and are committed to clear and honest feedback and communication.

Throughout the life of any contract, we ask our clients to be as open as possible with us about what they need and why. This ensures that your account team has as rounded a picture as possible about your requirements.

During the life of a contract, we ask our clients to meet with us at regular intervals to review the service, and to be as forthcoming and direct as possible with all feedback. It is important for us to know what our clients like and don’t like as well as anything we may be doing wrong. We are always happy to discuss feedback, whether in a formal review meeting or not.

Finally, we ask our clients to let us know immediately should they ever have any queries or concerns about the service, or if events take place within their organisation which mean we need to review the service delivery – for example personnel changes or an update of team priorities.

### **Account Management Plan**

	<b>Stage</b>	<b>Suggested Deliverables</b>
<b>May</b>	“New Year Kick off” meeting: Service scope updates and client engagement planning	<ul style="list-style-type: none"> <li>• Service Scope updated</li> <li>• Client priorities aligned with service</li> </ul>
<b>June</b>	Dedicated online training	Review usage and ensure client is well trained on the online portal
<b>July</b>		
<b>August</b>	Quarterly Review – Planning for 2019	
<b>September</b>		
<b>October</b>	Mid-Year Review	<ul style="list-style-type: none"> <li>• Review of terms</li> <li>• Additional training if required</li> </ul>
<b>November</b>		
<b>December</b>		
<b>January</b>	Quarterly Review	Client engagement plan for 2020
<b>February</b>		
<b>March</b>		
<b>April</b>	Renewal Meeting	Update engagement plan and priorities

### **5: QUALITY MANAGEMENT (15%)**

**Please answer the questions below:-**

**Please detail how you will make sure that the monitoring provided is of a high standard and as comprehensive as possible.**

DeHavilland uses a thorough validation process using industry leading technology and experienced analysts and researchers to ensure that all content received by our clients meets our accuracy, relevancy and timeliness standards.

DeHavilland would like to take the opportunity to highlight the standards to which it holds itself:

- **Quality Standards:** DeHavilland applies rigorous checks and supports to all levels of its services so that clients receive accurate and detailed updates;
- **Sourcing:** We are managing, expanding and refining our content sourcing and uploading systems on a daily basis, ensuring that we work in the most efficient and correct way possible;
- **Service Delivery:** Our Policy Executives are key to the delivery of your service. Each client is assigned a lead consultant who will coordinate amongst their fellow sector specialists, your specific day to day monitoring. At any one time there will be a number of the team working on your account ensuring that you receive only the most relevant content across their sector specialties, all with an in-depth overview of your specific requirements. This in turn ensures continuity in terms of our service levels in order that at no point is a client's service interrupted simply because someone is out of the office, at a meeting, on leave or unwell.

DeHavilland further appreciates the need to have all our technology and data supported. Our parent company, Ascential, provides DeHavilland (and each of the Ascential companies and brands) with 'enterprise class' contingency arrangements through a multi-strategy approach:

- **Fully Resilient Architecture** - Full resilience for hosted applications, products and website within a (Tier 4) data-centre. This is complemented by full Disaster Recovery (DR)/failover to a second data-centre. Infrastructure monitoring is also in place;
- **Major Incident Planning** – A fully developed strategy which encompasses the prioritisation, management, escalation and communication of major incidents;
- **Formal SLAs** - Rigorous Service Level Agreements in place with all TRG third party vendors.

Our website is hosted on and supported by two separate servers which act as mutual back-ups should one of them experience a problem. Our database and sourcing systems also have multiple back up servers so that no aspect of our online service is reliant on a single system.

Furthermore, continuation of business operations is supported by key back office applications (i.e. email, collaboration tools, CRM) that can be securely accessed anywhere. Laptops and Voice over IP (VoIP) telephony also give DeHavilland staff the flexibility to work from any location.

In short, DeHavilland ensures for clients that all layers of our service have back-up options ready to go at any point.