SHORT FORM CONTRACT FOR THE SUPPLY OF SERVICES

Basis Social
Hanway House
24 Hanway Street
London
W1T 1UH

[redacted]

Following your tender/proposal for the supply of Improving SME food businesses' written and verbal communication regarding allergens in out-of-home settings to Food Standards Agency, we are pleased confirm our intention to award this Contract to you.

The attached Order Form, contract Conditions and the ***Annexes*** set out the terms of the Contract between Food Standards Agency and Basis Social 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 this Contract by signing and returning the Order Form. No other form of acknowledgement will be accepted. Please remember to include the reference number(s) above in any future communications relating to this Contract.

We will then arrange for the Order Form to be countersigned which will create a binding contract between us/You should arrange for the Order Form to be countersigned which will create a binding contract between us

Yours faithfully,

[redacted]

I. Order Form

1. Contract Reference	*C216987*	
2. Buyer	Food Standards Agency Clive House 70 Petty France London SW1H 9EX	
3. Supplier	Basis Social Hanway House 24 Hanway Street London W1T 1UH	
4. The Contract	This Contract between the Buyer and the Supplier is for the supply of Deliverables. The Supplier shall supply the Deliverables described below on the terms set out in this Order Form and the attached contract conditions ("**Conditions**") and ***Annexes***. Unless the context otherwise requires, capitalised expressions used in this Order Form have the same meanings as in the Conditions. In the event of any conflict between this Order Form and the Conditions, this Order Form shall prevail.	
5. Deliverables	**Goods**	None
	Services	As set out in the Supplier's tender as set out in [Annex 4 – **Supplier Tender]**
6. Specification	The specification of the Deliverables is as set out in [Annex 2 – **Specification]**	
7. Start Date	*04/12/2023*	
8. Expiry Date	*29/03/2024*	
9. Extension Period	The Buyer may extend the Contract for a period of up to 3 Months by giving not less than 10 Working Days' notice in writing to the Supplier prior to the Expiry Date. The Conditions	

	of the Contract shall apply throughout any such extended period.
10. Optional Intellectual Property Rights ("IPR") Clauses	***Clause 10 of the Conditions provides that each Party retains its Existing IPR, and New IPR belongs to the Buyer (with a license granted to the Supplier for use).***
11. Charges	The Charges for the Deliverables shall be as set out in [Annex 3 – **Charges]**
12. Payment	Payment of undisputed invoices will be made within 30 days of receipt of invoice, which must be submitted promptly by the Supplier. All invoices must be sent, quoting a valid Purchase Order Number (PO Number), to: fsa.payments@food.gov.uk Within [**10**] Working Days of receipt of your countersigned copy of this Order Form, we will send you a unique PO Number. You must be in receipt of a valid PO Number before submitting an invoice. To avoid delay in payment it is important that the invoice is compliant and that it includes a valid PO Number, item number (if applicable) and the details (name, email, and telephone number) of your Buyer contact (i.e. Buyer Authorised Representative). Non-compliant invoices may be sent back to you, which may lead to a delay in payment.
13. Data Protection Liability Cap	In accordance with clause 12.5 of the Conditions, the Supplier's total aggregate liability under clause 14.7(e) of the Conditions is no more than the Data Protection Liability Cap, being ***£1million***
14. Progress Meetings and Progress Reports	See Annex 4 – **Supplier Tender**
15. Buyer Authorised Representative(s)	[redacted]

16. Supplier Authorised Representative(s)	For general liaison your contact will continue to be [redacted]
17. Address for notices	**Buyer:** FSA Commercial Food Standards Agency Foss House Peasholme Green York YO1 7PR **Supplier:** Basis Social Hanway House 24 Hanway Street London W1T 1UH
18. Key Staff	[redacted]
19. Procedures and Policies	For the purposes of the Contract the: [The Buyer's additional sustainability requirements are: ***FSA Environmental Sustainability Strategy***].
20. Special Terms	N/A
21. Incorporated terms	The following documents are incorporated into the Contract. If there is any conflict, the following order of precedence applies:

	a) The cover letter from the Buyer to the Supplier dated *27/11/2023* b) This Order Form c) Any Special Terms (see **row 20 (Special Terms)** in this Order Form) d) Conditions e) The following Annexes in equal order of precedence: i. Annex 1 – Processing Personal Data ii. [Annex 2 – **Specification]** iii. [Annex 3 **– Charges]** iv. [Annex 4 – **Supplier Tender]**

[redacted]

[Where appropriate, this Order Form may be signed electronically by both Parties.]

II. Annex 1 – Processing Personal Data

A. Part A - Authorised Processing Template

Contract:	**Improving SME food businesses' written and verbal communication regarding allergens in out-of-home settings**
Date:	27/11/2023
Description of authorised processing	**Details**
Identity of Controller and Processor for each category of Personal Data	The Buyer is the Controller and the Supplier is the Processor.
Subject matter of the processing	The personal data that Processor processes on behalf of Controller to improve SME allergen communication.
Duration of the processing	The duration of the Contract. 01/12/23 – 29/03/24
Nature and purposes of the processing	The processing of data includes the collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure and destruction of data. The purpose of processing the data is to enable the recruitment of participants to take part in the research, and the qualitative analysis of interviews and workshops. The legal basis for the processing is consent and public task.
Type of Personal Data	Name, address, age, email, dietary information, ethnicity, social group, organisational name, business type, role in organisation.
Categories of Data Subject	Members of the public with food hypersensitivities, food businesses, food trade organisations, academics, designers, communication experts.

Plan for return and destruction of the data once the processing is complete UNLESS requirement under law to preserve that type of data	• Primary records are held for up to 12 months after project completion • Other final versions of documents related to the research project are held for up to 24 months • We keep a data destruction log and records are electronically deleted by the above dates
Locations at which the Supplier and/or its Subcontractors process Personal Data under this Contract	PII data relating to recruitment will be processed within the EU nterview data will be processed in the EU and US
Protective Measures that the Supplier and, where applicable, its Subcontractors have implemented to protect Personal Data processed under this Contract against a breach of security (insofar as that breach of security relates to data) or a Personal Data Breach	We limit the collection of personal data only to those items that are necessary to the research purpose and ensure they are not used in any manner incompatible with these purposes. We will highlight to participants all aspects of data collection across the process. We obtain consent from every participant whose personal data are to be collected.. At the recruitment stage, sample, personal data, and firmographic information is password-protected and securely transferred before being saved on our secure servers in accordance with ISO 20252. This information will be used for quota management and recruitment purposes only. Our preferred method of transferring sensitive data is via our SFTP. The SFTP server we use provides AES-256 bit server-side encryption on all data within the bucket. It protects data at rest. In order for anyone to connect to the SFTP server with the SFTP protocol, they have to enter an existing username and use the private key file stored on their computer. This key of course has to be copied and pasted into the server, which can only be done by our IT provider who has administrative access to AWS. Data protection in S3 (which holds the data) is backed by Amazon's SLA and is designed to provide 99.999% durability and availability. It is PCI-DSS and GDPR compliant, and HIPAA eligible. We are Cyber Essentials accredited. To protect data, we use networking monitoring tools to log network activity and to scan data moving across the network including anti-virus software, firewalls, intrusion detection and prevention systems, and database and application systems.

III. [Annex 2 – Specification]

Specification Reference
C216987
Specification Title
Improving SME food businesses' written and verbal communication regarding allergens in out-of-home settings
Contract Duration
1/12/2022- 31/3/2023

This specification, which forms part of the Invitation to Tender (ITT), comprises of three individual sections: -

A. **SPECIFICATION:** An outline of the requirement

B. **PROCUREMENT TIMETABLE:** An estimated timetable for the procurement of the proposed requirement

C. **TENDER REQUIREMENTS AND EVALUATION CRITERIA:** Provides guidance to applicants on the information that should be included within tenders and on the evaluation criteria and weightings used by appraisers when assessing and scoring tenders

Tenders for FSA funded projects must be submitted through the health-family single e-Commercial System (Atamis), using the following link: https://health-family.force.com/s/Welcome. Failure to do so may result in the tender response not being processed by the system or the response being automatically disqualified during the evaluation stage of the tender process.

THE SPECIFICATION, INCLUDING PROJECT TIMETABLE AND EVALUATION OF TENDERS

GENERAL INTRODUCTION

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

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

This work is being commissioned under the FSA's Food Hypersensitivity programme. The programme aims to improve the quality of life for people living with food hypersensitivities and support them to make safe and informed choices to effectively manage risk.

Further details of the Food Hypersensitivity Programme can be found in our Food Hypersensitivity Strategy and the associated FSA Board Paper (January 2020). Further updates related to our provision of allergen information work have been provided to the FSA Board in June 2022 and September 2022.

A. THE SPECIFICATION

Background

Food hypersensitivity (FHS) includes food allergy, intolerance, and coeliac disease. As part of our FHS programme of work, the FSA is considering options to help people with food hypersensitivities make safe, informed decisions when purchasing non-prepacked food. This is food which is sold loose, or which is packed or served to order, for example, takeaway food and food served in restaurants and cafes.

From a legislative perspective, in England and Wales the retained EU Regulation on the Provision of Food Information to Consumers (FIC) describes the requirement for businesses to communicate the presence of allergens in food to consumers. In Northern Ireland the EU Regulation applies. The FIC imposes a duty on food business operators to ensure that all mandatory food allergen information (relating to 14 substances listed in the FIC that are known to cause allergies) is accurate, available, and easily accessible to the consumer.

Therefore, if a FBO sells or provides food to customers directly, for example in a restaurant, they must provide allergen information. This can be done in any number of ways including:

- full allergen information on a menu, chalkboard or in an information pack such as an allergen matrix
- a written notice placed in a clearly visible position explaining how customers can obtain this information - for example by speaking to a member of staff

Research conducted for the FSA[1] has found that FBOs and consumers with FHS requirements are aligned about a lot of aspects when it comes to allergen information. Both want FHS consumers to have positive eating out experiences and believe that the FHS consumer knows their allergy best. Both also express a desire for greater

[1] Britain Thinks (2022) Provision of Allergen Information in the Out of Home Food Sector

standardisation in approaches to allergen information, and for 'best-in-class' models to provide clarity on what good looks like.

However, there are a number of core tensions in the preferences of FBOs and FHS consumers, which create challenges. Consumers are striving for a 'normal' experience where they have autonomy over their food choices and can make decisions with minimal interventions from staff, trusting their own interpretations of written allergen information more than verbal communications. Conversely, businesses need to treat FHS customers differently given the risks posed by allergies, and often need to make changes 'behind the scenes' to ensure the safety of customers. They therefore want to work with customers to find the right options for them, which often requires conversation.

With this in mind, we want to encourage consumers to inform staff that they have an allergen requirement and make them feel comfortable asking for allergen information and potentially additional action to be taken when their meal is prepared.

We also want to ensure that the allergen information provided to the consumer is easy to understand so they can make an informed choice when deciding what to eat.

We have identified three main touchpoints for communication between FBOs and consumers, and the communication methods identified within these, where communications can be improved and which we want to focus on:

1) Customer disclosure of an FHS requirement- written signs/ statements prompting disclosure, staff asking customers
2) FBOs providing allergen information to customers (presence of allergens, cross-contamination information)- written allergen ingredient information (on menus/ signs by food, allergen matrices), written statements on cross-contamination, (Precautionary Allergen Labelling (PAL))PAL written statements, verbal allergen information
3) FBOs providing confirmation to consumers that requirements have been met at point of provision of food- visual symbol (e.g. flag/ sticker on item), verbal confirmation.

The Specification

The FSA is seeking an experienced social research agency, with capabilities in design thinking, to deliver research on communication of food allergen information to customers purchasing non-packed food in-person (e.g. in-person at restaurants, cafés). Specifically, establishing best practice for SME food business operators' (FBOs) verbal and written communications about food allergens (e.g. message, design, delivery, timing in consumer journey, placement), so that the communication is effective and meets consumer needs.

The aims of this research are two-fold:

- **To provide evidence-based principles on the ways in which FBOS can improve the design and delivery their verbal and written communications** to prompt consumers to disclose their allergies and provide allergy information to consumers. Principles should relate to specific written and verbal methods at three touchpoints- consumer disclosure, FBOs providing allergen information and FBOs providing confirmation that FHS requirements have been met. Principles should include, where applicable to the communication method: message, design, delivery, timing in consumer journey & placement in the environment. These principles should come from an evidence review (see Methodology section).
- **To provide evidence-based, user-tested designs of: 1) a sign prompting consumers to disclose if they have FHS, which will be hosted on the FSA website and 2) allergy information communication that could be used on written materials** (e.g. menus, labels) to indicate which, if any, of the 14 regulated allergens are present. For example this may be symbols, abbreviations etc. These should be designed based on the principles identified in the evidence review and using a co-creation approach (see Methodology section). The sign should meet FSA brand guidelines and accessibility requirements.

In order to meet these aims the research should answer the following **research questions**:

- What are consumers' needs that communication should meet at each touchpoint?
- What is and isn't working for the current methods of current communication (written and verbal) at each touchpoint (including, message, design, delivery, timing in consumer journey, placement), considering consumer needs.
- What does previous research and theory (e.g. behavioral, communications, design) recommend for effective communication in this situation?
- What are the ways in which FBOs can improve the design and delivery of their communications on allergy information to consumers when they are eating out, to ensure that they are effective and meet the needs of consumers.

Scope

We are interested in communication in the following scenario:

- FBOs who are SMEs in England, Wales and Northern Ireland.
- When people are ordering their food in-person at the FBO
- When people are ordering food that is sold loose, or which is packed or served to order, for example, takeaway food and food served in restaurants and cafes.

- Communications related to food hypersensitivities (FHS), i.e. communication around consumer disclosure of any FHS, communication around cross-contamination and allergens present in food, communication when food is served confirming FHS requests have been met.
- Where information is given on specific allergens this would be the 14 regulated allergens

This work is not focusing on specific types of SME FBOs or specific consumers (over and above those who have a FHS and eat out). However, we note that there may be heterogeneity in needs and behaviours. For example, research suggests that younger consumers may be less likely to disclose that they have a food hypersensitivity due, in part, to fears of social embarrassment[2]. The research should consider differences in needs (both variety and scale) and you may want to take this into account in your sampling for the user-testing of the written communications. We expect an inclusive design approach to be applied to the design of the written communications, meaning that they would be usable by everyone.

With regards to the design of the disclosure sign, this will need to take into account FSA brand guidelines and accessibility requirements (see Annex).

Methodology

We would like a behavioural, person-centred approach to be taken for this work. There will be two components:

1. **An evidence summary to identify: 1) consumer needs and 2) general principles for effective FBO communication**

This work will provide the foundations for the design of the two written pieces of communication and should also be an output in its own right.

The FSA already has significant research into consumers with food hypersensitivities, including their experiences, attitudes and behaviours when eating out (see annex for links to published reports). Unpublished research and internal FSA work will be shared with the appointed contractor. We believe this work should be sufficient for the contractor to identify general consumer needs. However, if when

[2] Barnett, J et al (2017) The preferences of those with food allergies and/ or intolerances when eating out

reviewing the work, the contractor identifies gaps (for example for specific types of consumers) these should be filled through secondary research. We would not expect a systematic review to fill any gaps, our expectation is for this part of the project to be delivered rapidly, due to the work that has previously been conducted. You may also wish to consider any additional person-led approaches that could be employed to consider/ identify needs (e.g. personas), when approaching this part of the work.

In addition to the review of the FSA's past work the contractor should identify and review best practice evidence and theories from relevant disciplines (e.g. behavioural science, communications, design thinking), to inform the general principles for communication for each of the methods at the touchpoints.

2. **Co-creation with experts (e.g. industry representatives, allergen charities, allergy experts, behavioural scientists, designers) and users (FHS consumers) to produce: 1) a qualitatively tested sign prompting consumers to disclose if they have FHS, to be hosted on the FSA website and 2) allergy information communication that could be used on written materials** (e.g. menus/ labels) to indicate which, if any, of the 14 regulated allergens are present.

   This is the main part of the project. The design of these two communications should be informed by the evidence summary and we would expect to see a 'map' of how the prototypes relate to the principles identified through the evidence summary.
   We do not have a specified methodology for co-creation and are open to ideas from contractors, however the methodology should be qualitative and the process should be iterative, allowing for a process of continuous design and refinement.
   Examples of methodologies could include a series of workshops (either combining experts and users, or working with them separately), interviews, testing via an online platform with functionality for marking-up images, doing interviews/ written responses etc, or testing within relevant contexts to improve external validity, ie. within an FBO environment. It may be that a combination of methods is used. We are also open to whether additional primary research would be useful to inform the ideation phase, for example FHS consumers could share good and bad current examples from real-life and explain why this is so.
   Tenders should provide details on their sample- this should include both experts and consumers:

   - For experts please identify names/ organisations who you will use and describe what experience/ knowledge they will be adding. Please provide detail on whether you have established relationships with these individuals/ organisations. If there would be a cost associated with using experts this should be included in the budget.

     The FSA can provide introductions to allergen charities (e.g. Anaphylaxis UK and Coeliac UK) and industry bodies (e.g. UK Hospitality and British Caterers Association).

- For FHS consumers purposive sampling will be required to recruit those who have a FHS and who eat out- please specify your total sample size and include a sample frame including what you think would be relevant variables to consider (for example, this may include but not necessarily be limited to: demographics, location, severity of FHS, type of FHS – allergy/ intolerance/ celiac, how frequently they eat out). If your method incudes iterative consumer testing please indicate whether the same consumers will be used at different points or whether the total sample will be broken into different groups.

  The FSA would be able to provide details of FHS consumers who could be approached to take part, through re-contacting permissions on our 'Food and You2' survey. We cannot guarantee a certain sample size from this method, however 300 consumers with FHS (and who say they have eaten out in the past) have said they are willing to be recontacted about further research. The contractor would be required to contact these consumers and conduct further screening to ensure the sample is relevant and meets the agreed sample frame.
  We do not stipulate that recruitment has to be conducted using this method, contractors can use their own recruiters to find the relevant sample of consumers if they wish.

Tenders should explain their reasoning for their approach and methodology and outline their experience and expertise in using these for the purpose of design and user-testing.

Analysis

In your response, please provide detail of how you propose to conduct the analysis and how you will apply the insight from the evidence summary to inform the design of the two written communications. Please include any theories, tools and techniques that you will be using.

Timings

We require the final outputs from this research to be delivered by the 31st March 2024. We request the findings from the evidence summary beginning of January, in order for it to inform the design of the written communications.

Tenders must provide a proposed timetable including key dates for deliverables and meetings. The FSA will review all outputs, suggesting alterations and amendments, before final versions are approved for sign-off. The timetable must allow sufficient time

(a minimum of 4 working days) for the Agency to comment on draft research material and outputs.

Outputs

- Interim findings from the review
- Interim findings from the design/user-testing stage.
- A full written report in a 1-3-25 style. This report should contain evidence-based principles on how FBOs should design and deliver their verbal and written communications on allergy information to consumers. Principles should relate to the identified written and verbal methods at each touchpoint and include, where applicable, message, design, delivery, timing in consumer journey, & placement in the environment. The report should also include the design of the two written pieces of information and how these were informed by the research. All research questions specified in the tender should be answered in the report. The FSA methodology guide should be used to inform the report (see Appendix).

- A design for a sign prompting consumer disclosure of FHS requirements, which meets FSA brand guidelines and accessibility requirements and which has been user-tested to meet consumer needs. This should be in a form that will allow the design to be hosted on the FSA website (e.g. jpegs, svgs, pngs).

- A design for how to communicate allergen information on written materials (e.g. on menus/ product labels), which has been user-tested to meet consumer needs.
- Technical report
- A presentation of findings for dissemination amongst key FSA stakeholders. The successful tenderer will be required to deliver this presentation to all key stakeholders at the end of the project.

Usually, reports and presentations require two rounds of substantive comments by FSA officials (and any other parties involved in the project as appropriate) and a final round to finalise minor outstanding comments. Unless otherwise agreed, the FSA's

project manager will co-ordinate comments and provide them to the contractor and all responses will be recorded.

Final outputs 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 FSA's project manager but should note that the FSA normally expect at least a week to provide a co-ordinated response per round of substantive comments.

Organisational Experience, Expertise and Staff Effort

Tenderers should complete the tender application form, providing evidence of **up to three** relevant projects that the project's lead applicant and/or members of the project team are currently undertaking or have recently completed and which are relevant to this research. Please do not provide more than 3, any additional examples will not be evaluated.

Tenderers should demonstrate previous experience of successful delivery of similar projects. We would expect tenders to have experience in social and behavioural research and user-testing. It would be desirable for the contractor to have experience in communications design and designers on their team.

Tenderers should provide details of all key personnel who will be working on the project. 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 sub-contractors.

The successful supplier will be required to designate an experienced, senior project lead (at Director or equivalent level) who will be actively involved in all aspects of the project, checking outputs and ensuring there are no inaccuracies and all requirements have been satisfied before sending on to the FSA. Outputs sent to the FSA should be final with no outstanding issues. The project lead will also 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.

Tenderers should also give an indication of staff time to be spent on the project (for all members of the project team).

Project management

Tenderers should describe how the project will be managed to ensure that objectives and deliverables will be achieved on time and on budget, including how continuity will be ensured in terms of sickness, staff leaving the organisation and annual leave. The successful supplier should ensure consistency and continuity at all times – the project

team should be sufficiently, all members of the project team should be fully briefed and a suitable replacement should be in place if the project lead is unavailable.

Tenderers should also describe how different organisations/staff will interact to deliver the desired outcomes and highlight any in-house or external accreditation for any project management systems in use and how this relates to the project.

On appointment, the successful supplier will be required to attend an initial start-up meeting with the Agency (estimated to take place end of December/ beginning January). A finalised project plan / timetable will be required within two weeks of this meeting. The successful supplier must ensure that they keep in regular contact with the FSA representative. The successful supplier will be required to attend weekly online meetings to discuss and develop understanding of the issues and to present feedback to FSA.

Risk

Tenderers must complete a detailed risk register, including mitigations, for their proposal.

Ethics

Tenders should identify any ethical issues relevant to this project and give details of how any specific risks will be addressed. If research was to involve participants under the age of 18 years the contractor should identify any ethical issues specifically related to this (e.g. informed consent).

Tenders should refer to the five principles outlined in the GSR Professional Guidance – Ethical Assurance:

- Research should have a clear and defined public benefit
- Sound application and conduct of social research methods and interpretation of the findings
- Participation based on informed consent
- Enabling participation
- Avoidance of personal and social harm
- Non-disclosure of identity

Tenders should provide details of any ethical review and research governance arrangements that would apply to the project.

The successful contractor will be required to complete the GSR Ethics checklist alongside the FSA project lead, to ensure that the research is conducted in line with the 6 ethical principles highlighted above.

Data protection

Contractors are responsible for ensuring that all necessary permissions are acquired for the use of data, visuals, or other materials throughout projects 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.

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

The Data Processor (the lead contractor) must:
Process any personal data only on the documented instructions of the Controller (the FSA);
Comply with security obligations equivalent to those imposed on the Controller (implementing a level of security for the personal data appropriate to the risk);

Ensure that persons authorised to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;

Only appoint Sub-processors with the Controller's prior specific or general written authorisation, and impose the same minimum terms imposed on it on the Sub-processor; and the original Processor will remain liable to the Controller for the Sub-processor's compliance. The Sub-processor must provide sufficient guarantees to implement appropriate technical and organisational measures to demonstrate compliance. In the case of general written authorisation, Processors must inform Controllers of intended changes in their Sub-processor arrangements;

Make available to the Controller all information necessary to demonstrate compliance with the obligations laid down in Article 28 GDPR and allow for and contribute to audits, including inspections, conducted by the Controller or another auditor mandated by the Controller - and the Processor shall immediately inform the controller if, in its opinion, an instruction infringes GDPR or other EU or member state data protection provisions;

Assist the Controller in carrying out its obligations with regard to requests by data subjects to exercise their rights under chapter III of the GDPR, noting different rights may apply depending on the specific legal basis for the processing activity (and should be clarified by the Controller up-front);

Assist the Controller in ensuring compliance with the obligations to implementing a level of security for the personal data appropriate to the risk, taking into account the nature of processing and the information available to the Processor;
Assist the Controller in ensuring compliance with the obligations to carry out Data Protection Impact Assessments, taking into account the nature of processing and the information available to the Processor; and
Notify the Controller without undue delay after becoming aware of a personal data breach.

Tenders should also provide a **data management plan** outlining any specific data security issues related to this project and detailing how these will be managed, for example if you would like to use recontact data from Food and You2.

If successful, you may also be asked to carry out a Privacy Impact Assessment (PIA), and a privacy notice may be required, which will be reviewed by the FSA data security team.

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

To help ensure the quality of the outputs throughout the project we propose that:

- We also request that regular meetings are scheduled to monitor progress.
- There are at least 2 researchers involved in the analysis and coding of the data collected to enhance the trustworthiness and credibility of the qualitative analysis.

Please outline within your response whether you are able to meet these requests. If not, please outline what you will do to ensure the quality of each stage of the research.

All reporting must be of a publishable standard, e.g. ensuring that all outputs: meet the FSA's accessibility standards (outlined below), are suitable for the intended audience, and are written in line with the Digital Government Service guidance.

The Government statistical service (GSS) also produce helpful guides on producing quality graphs and tables, and on data visualisation. These should be utilised as a guide to best practice.

Dissemination and exploitation
The Agency is committed to openness and transparency. All reports will be published on the FSA website and if appropriate underpinning data will be published on the Agency's open access data catalogue. Data should 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 is committed to openness, transparency and equality of treatment to all suppliers. As well as these principles, for science projects the final project report will be published on the Food Standards Agency website (www.food.gov.uk). For science projects we will encourage contractors to publish their work in peer reviewed scientific publications wherever possible. In addition to the publication of reports and any data, tenderers are invited to present any additional proposals of how best to disseminate findings to achieve maximum impact with both internal and external stakeholders. We request that the successful tenderer presents the findings from the work to stakeholders within FSA upon completion of the project.

Accessibility
Any outputs produced should meet the FSA's accessibility and branding guidelines, and any future requirements.

The accessibility requirements and branding guidelines which the successful tenderer will be required to meet can be found in Annex A, B, C and D. In your proposal please clearly outline any timings associated with meeting these requirements.

Budget
The budget for this project is up to £70k.

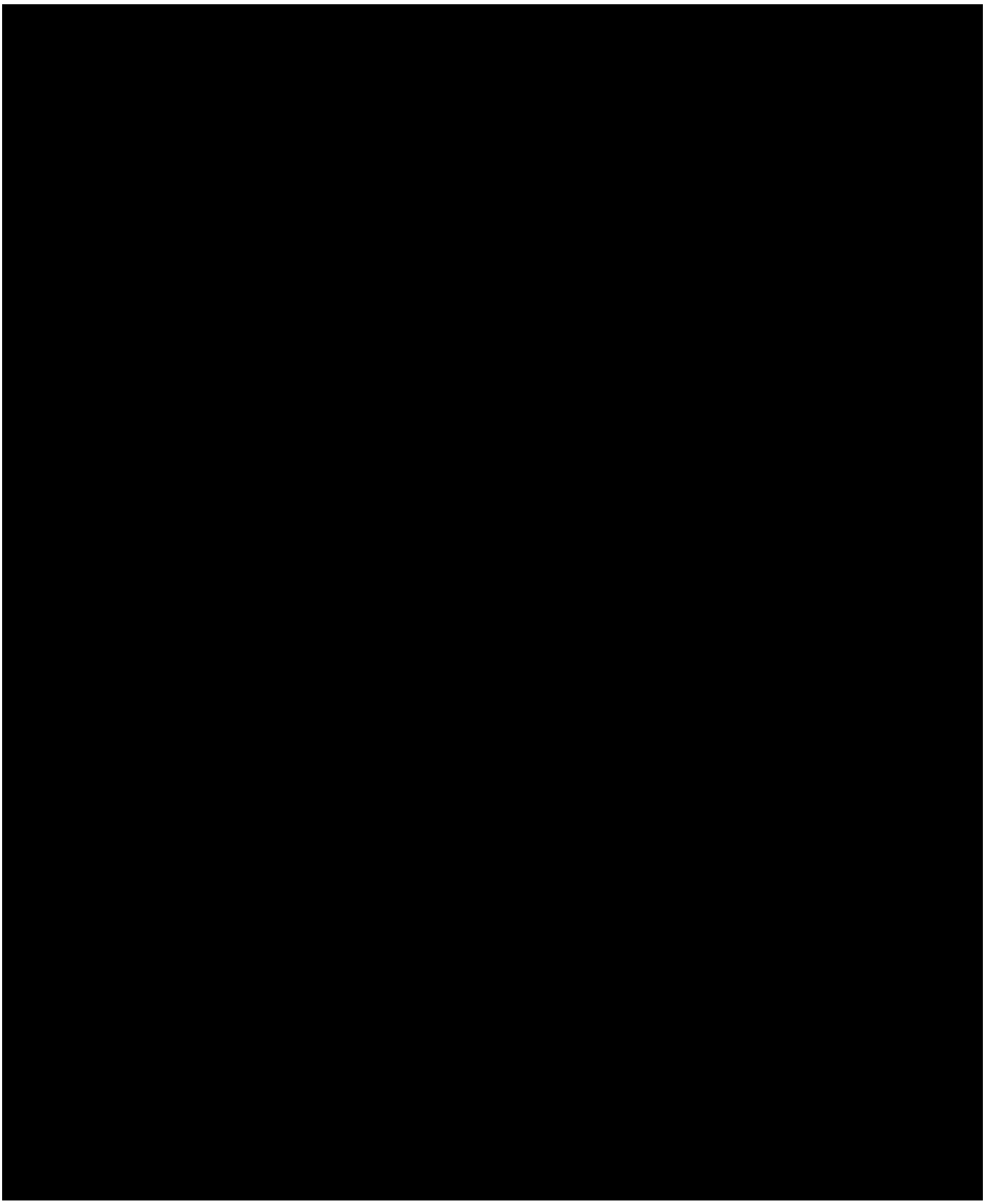
Please include in your proposal the costings you believe are reasonable to meet the research activities outlined in this specification and provide the justification for this.

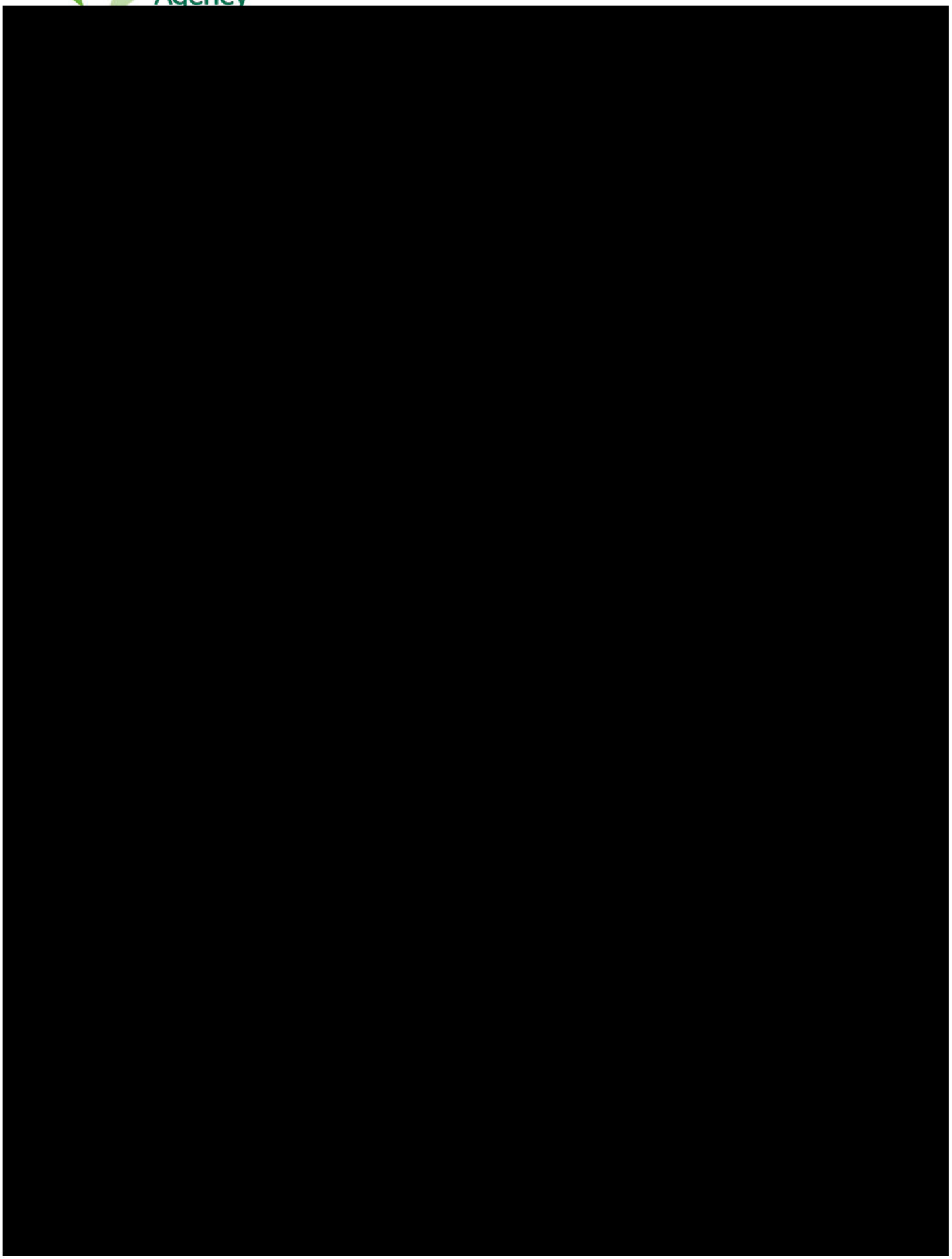
The tenderers should be aware that one of the key criteria that all research proposals are evaluated against is 'value for money' which is delivering the research asked for in the research requirement (including the anticipated outputs and benefits) at a competitive price.

Sustainability

The Food Standards Agency is committed to improving sustainability in the management of operations. Tenders should demonstrate a clear approach to sustainability, in particular how it will be applied in practice to the project, taking into account economic, environmental and social aspects.

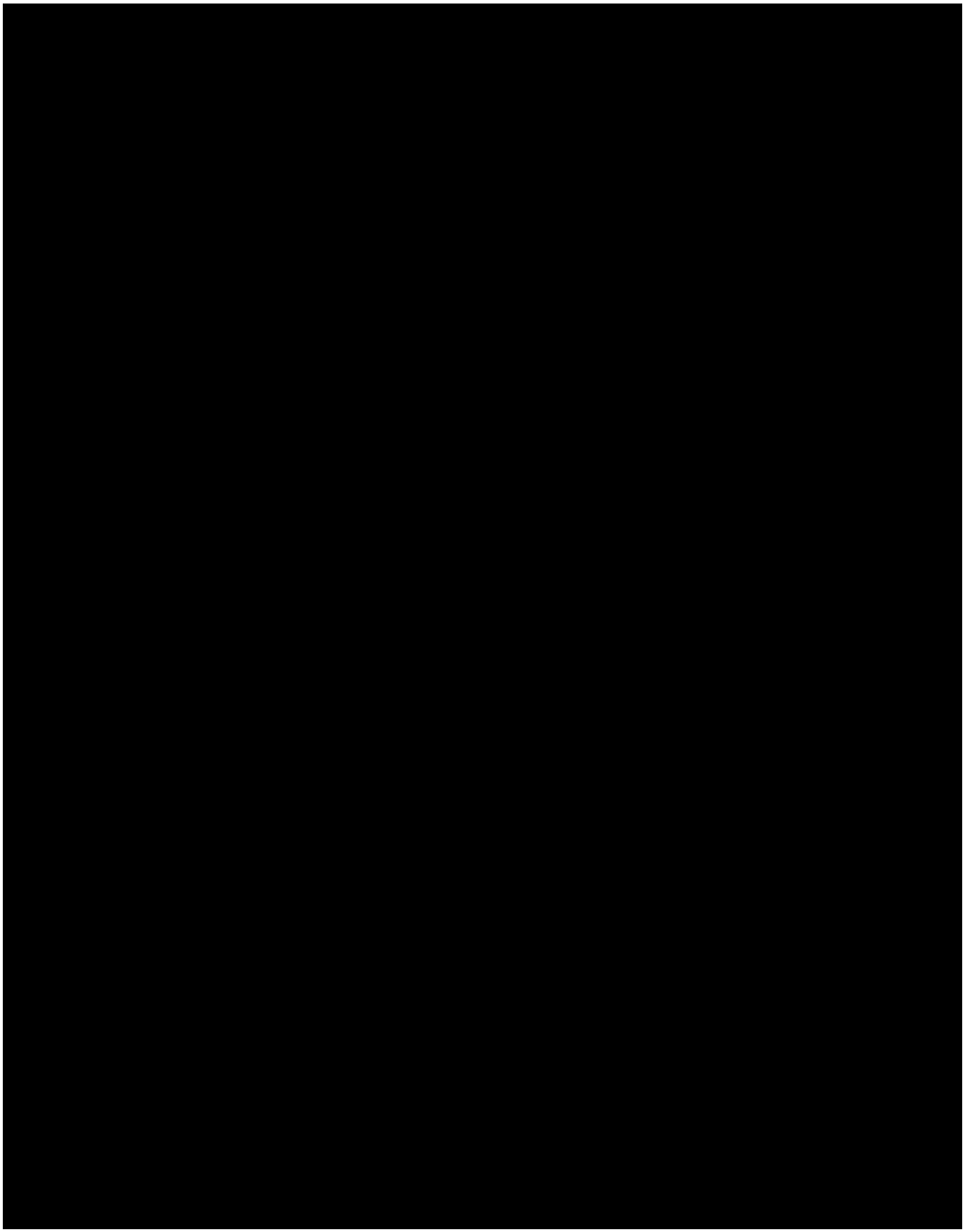
IV. [Annex 3 – Charges]

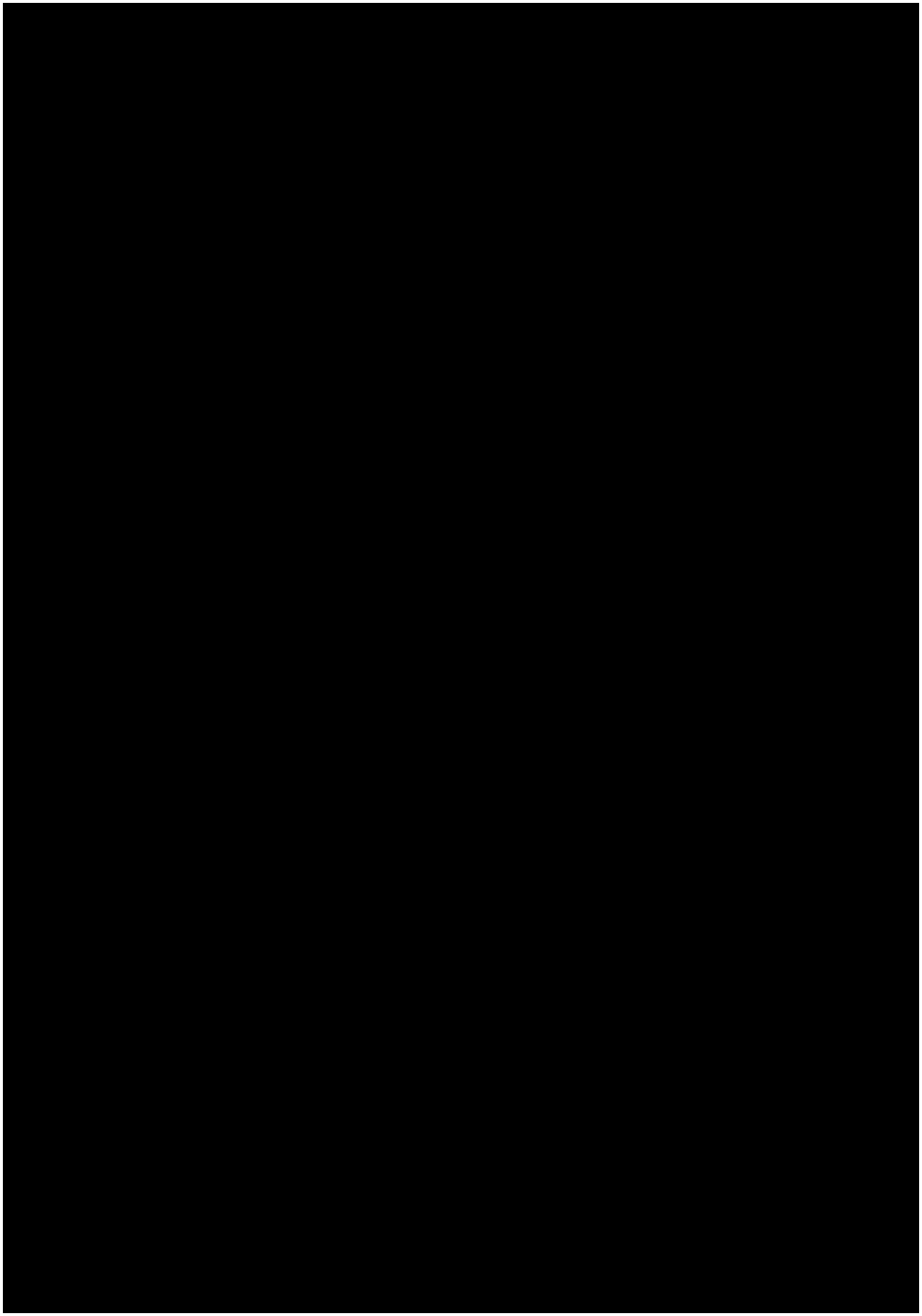


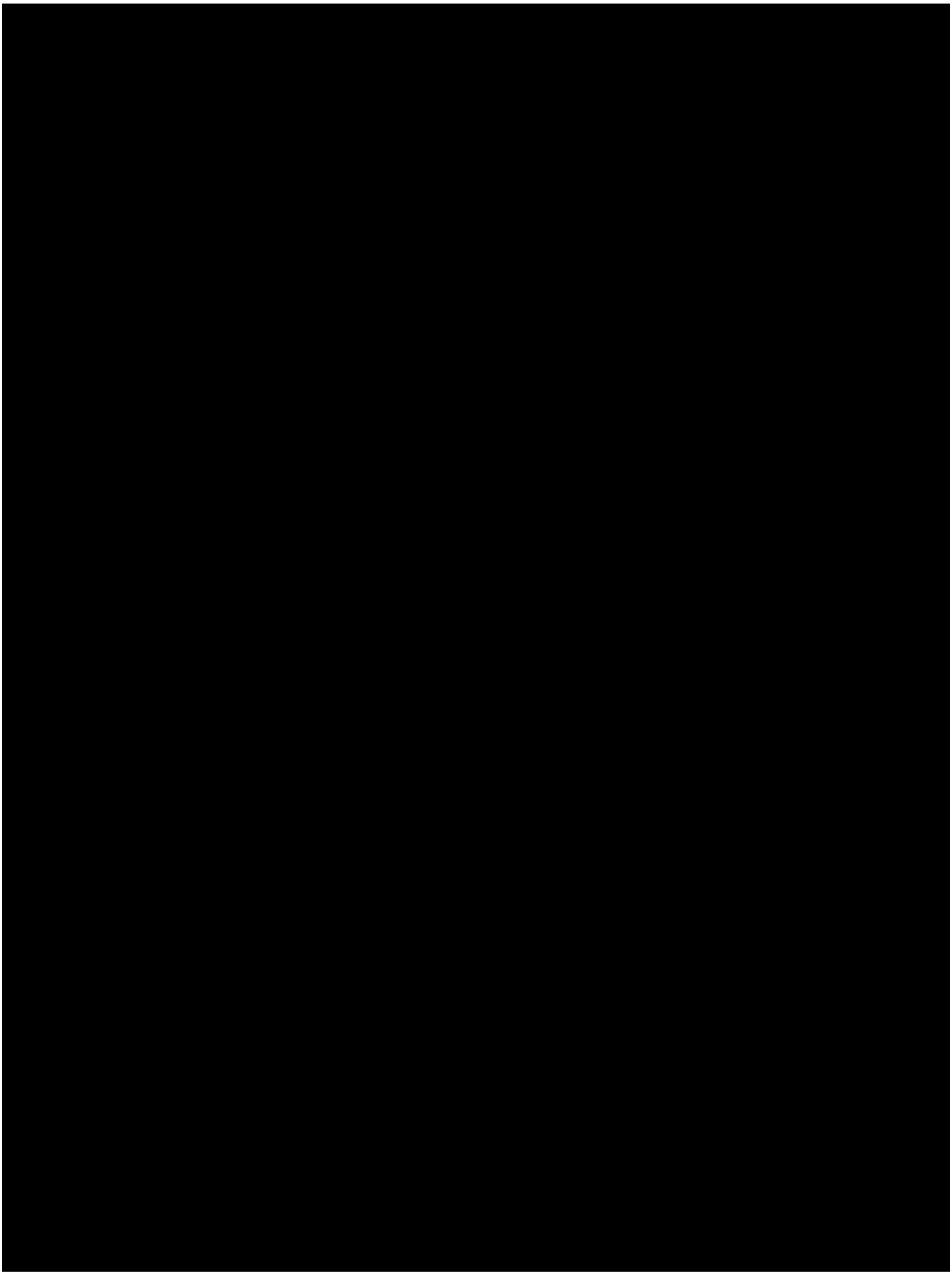


Total Project Costs	**£ 70,000.00**

[redacted]







[redacted]

Total	**£ 70,000.00**

[redacted]

V. [Annex 4 – Supplier Tender]

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Tender Application form for a project with the Food Standards Agency

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- Applicants should complete each part of this application as fully and as clearly as possible
- Brief instructions are given in the grey boxes at the start of each section.
- Please submit the application through the Agency's health-family single e-Commercial System (Atamis) by the deadline set in the invitation to tender document.

[redacted]

TENDER SUMMARY			
TENDER TITLE			
Improving SME food businesses' written and verbal communication regarding allergens in out-of-home settings			
TENDER REFERENCE	**C216987**		
PROPOSED START DATE	04/12/2023	**PROPOSED END**	29/03/2024

1: TENDER SUMMARY AND OBJECTIVES

A. TENDER SUMMARY

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

The Food Standards Agency (FSA) wants to work with consumers with food hypersensitivities (FHS), together with food industry representatives and other experts, to co-create materials to improve allergen communications for out of home food business. We think this is an inspiring project and we would love to partner with you to support its delivery. Basis Social have teamed up with [redacted], a 'design thinking' expert to help deliver the workshops, together with three designers to support the prototyping process. Across the following 3-stages, inspired by design thinking principles, we will:

- Stage 1: conduct a review of prior research on allergen communication, plus undertake secondary analysis of existing data, to define the principles concerning how Food Business Operators (FBOs) can improve the design and delivery of their verbal and written allergen communications. Through this process, we will also

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develop 'personas' that reflect different consumer and FBO needs to be used in the workshops.

- Stage 2: Hold co-creation workshops to ideate and then prototype communication materials against these principles and personas. To support this process, we will also provide a repository of good and bad communications examples from FBOs and provide insights (linked to principles) concerning why such communications do or do not work. We propose to hold separate workshops with expert stakeholders and FHS consumers, with each workshop comprising 15 participants.
- Stage 3: Test the prototypes, first in small group settings, whereby experts and consumers review materials using a variety of creative development techniques. And then in 'real-life' by asking 5 FBOs that have previously been engaged in allergen communications research to test the prototypes over the course of a week. This will be accompanied by an observation of allergen communication practices via a mini-ethnographic exercise and interviews with the business.

We will provide the FSA with two interim reports concerning findings from the prior research review and co-creation workshops respectively, plus a final report and presentation on the overall research process and findings. We will also provide a design for a sign prompting consumers to disclose FHS requirements, and a series of designs for how to communicate allergen information on written materials, including menus, food allergy matrices and when the food is served. We will also provide insight into how different communication touchpoints need to work together to help change behaviours and overall promote a safe and reassuring experience for FHS consumers when eating food out of home.

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

OBJECTIVES

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

OBJECTIVE NUMBER	OBJECTIVE DESCRIPTION
AIM 1	**TO PROVIDE EVIDENCE-BASED PRINCIPLES ON THE WAYS IN WHICH FBOS CAN IMPROVE THE DESIGN AND DELIVERY THEIR VERBAL AND WRITTEN COMMUNICATIONS** We will: • Review published FSA reports, as well as unpublished research and internal FSA documents on allergen communication. • Conduct complementary rapid, secondary analysis of data contained in our analyst proformas related to the studies we have conducted for the FSA over the last two years, to deep dive into touchpoints of interest • Conduct a review of other research published after 2017 on allergen communication, to complement the REA that [redacted] and co-workers published in 2018 concerning the factors affecting food choices when eating out. • Conduct other desk research on what previous research and theory (e.g. behavioural, communications, design) can recommend for effective communication. The **evidence-based principles** will cover the needs of both consumers and businesses. The interdependence between the principles and other factors in the customer journey will also be analysed.

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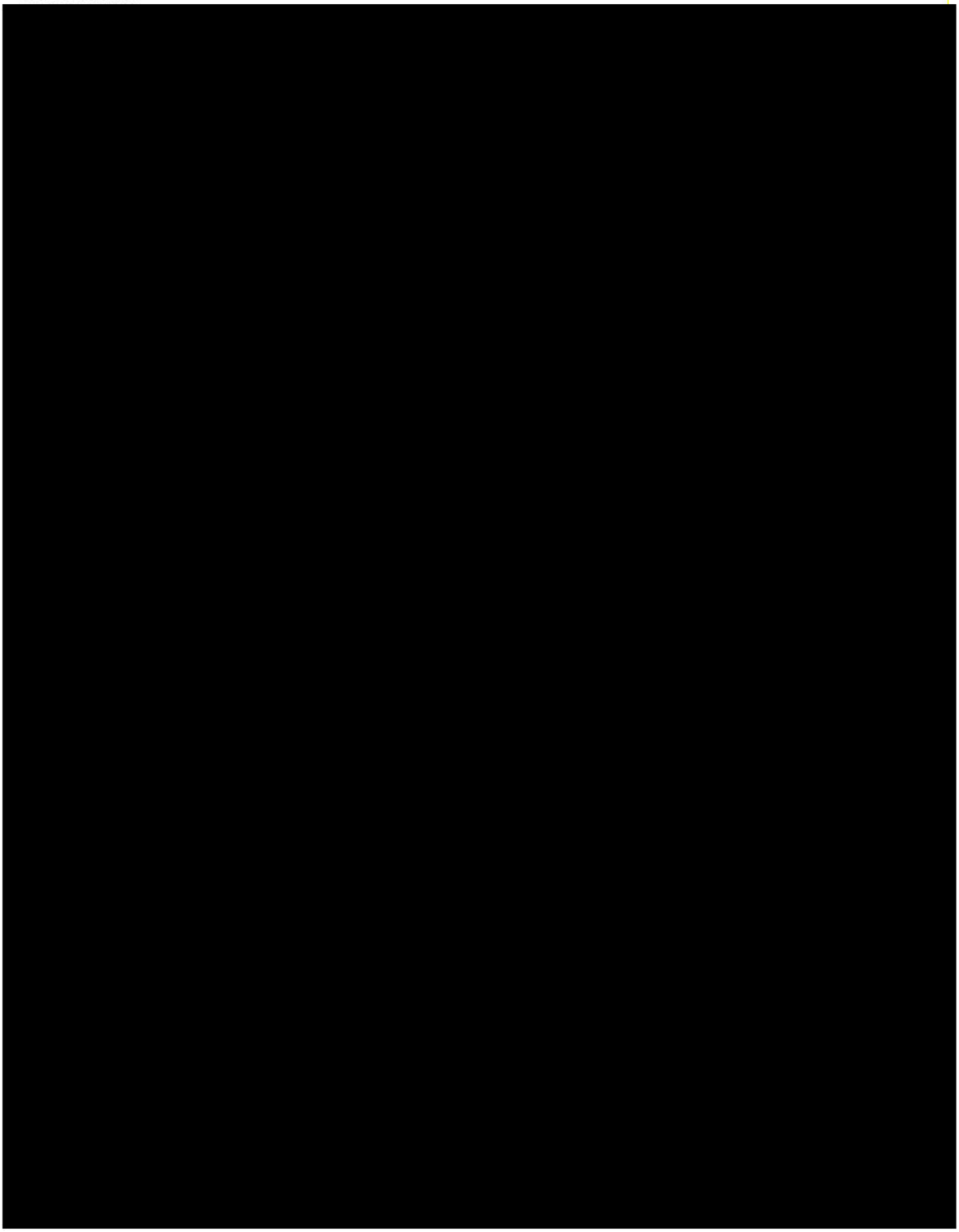
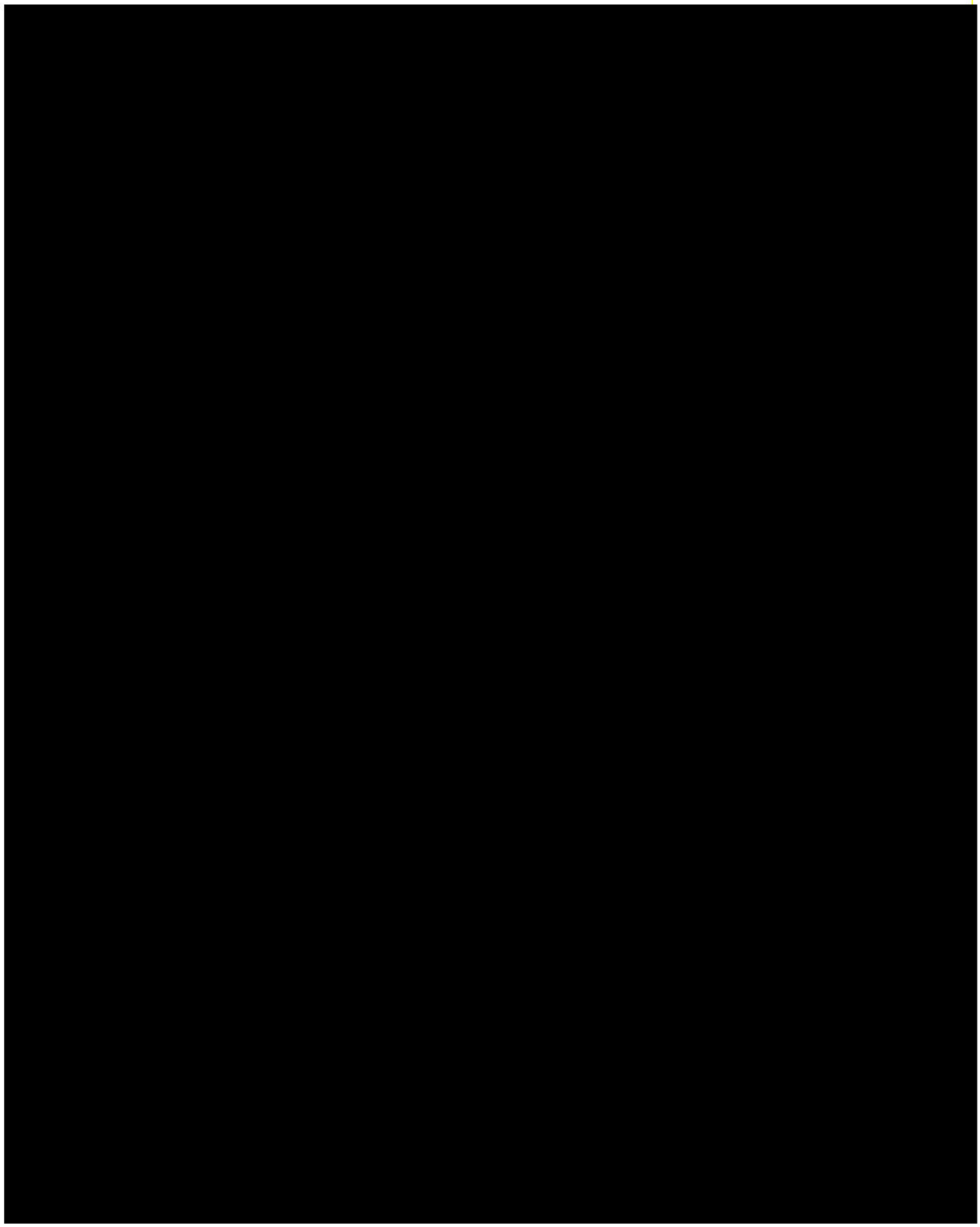
AIM 2	**TO PROVIDE EVIDENCE-BASED, USER-TESTED DESIGNS OF: 1) A SIGN PROMPTING CONSUMERS TO DISCLOSE IF THEY HAVE FHS, WHICH WILL BE HOSTED ON THE FSA WEBSITE AND 2) ALLERGY INFORMATION COMMUNICATION THAT COULD BE USED ON WRITTEN MATERIALS** We will conduct: • Two face-to-face ideation workshops with experts and FHS consumers respectively • A prototyping stage, working with three designers, to help craft the various signs and communication materials • An online review and iteration process, whereby materials developed in both workshops are reviewed and prioritised by both expert and consumer groups • A second prototyping stage, developing six executions (two executions across three touchpoints) • Live testing in 5 FBOs As part of our outputs, we will provide: • a design for a sign prompting consumers to disclose FHS requirements • a series of designs for how to communicate allergen information on written materials, including menus, matrices and at point of food service

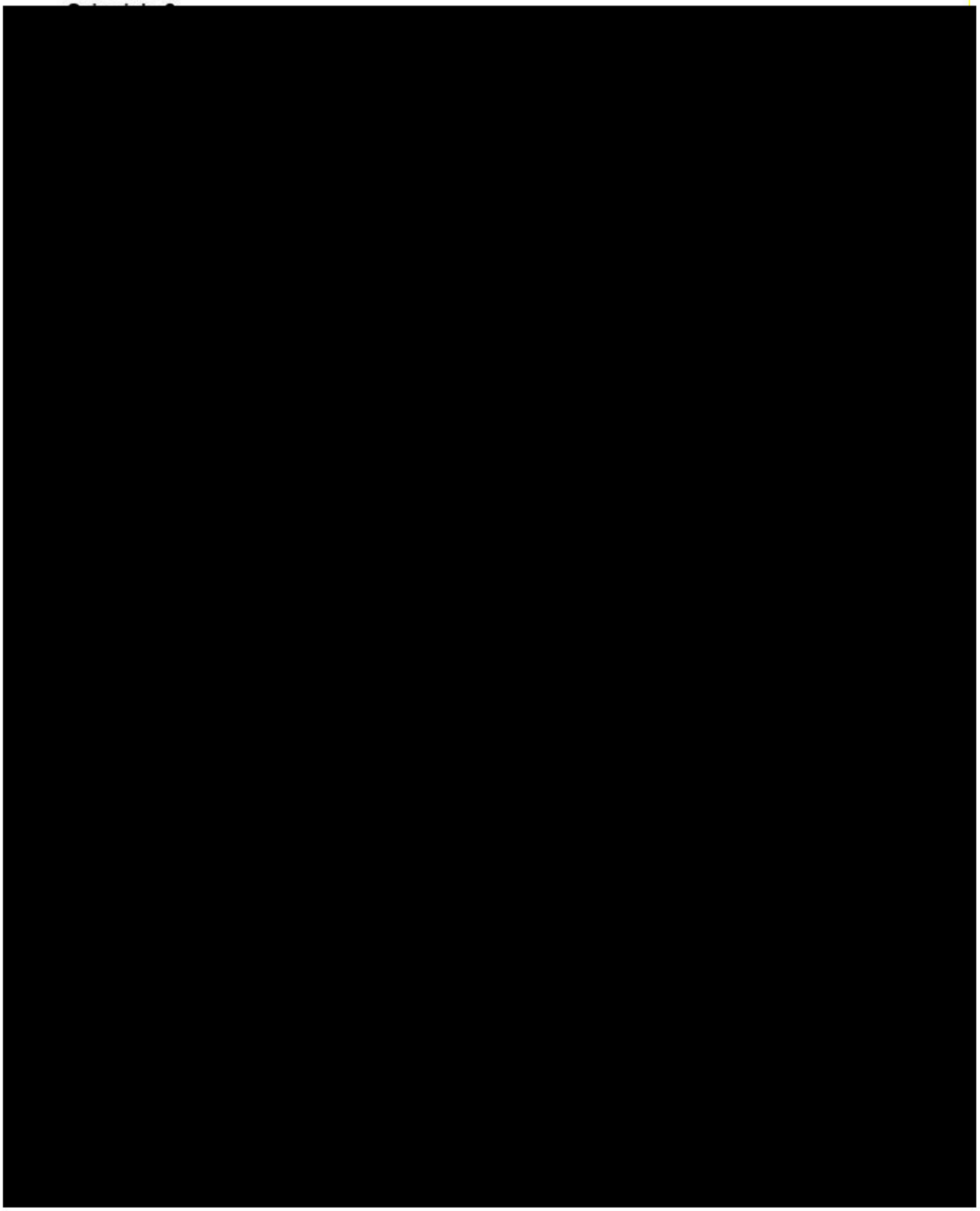
[redacted]

Schedule 3



Schedule 3





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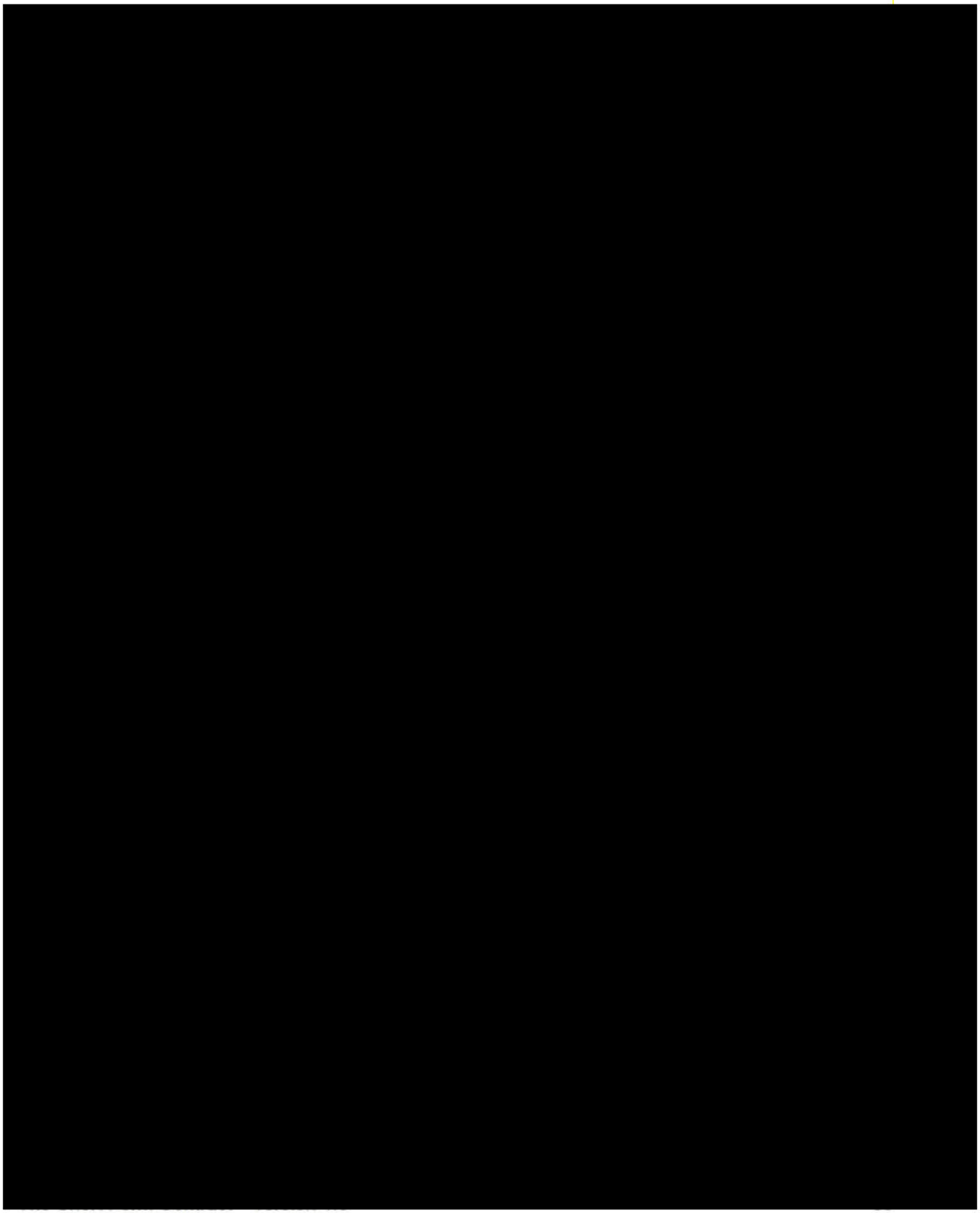

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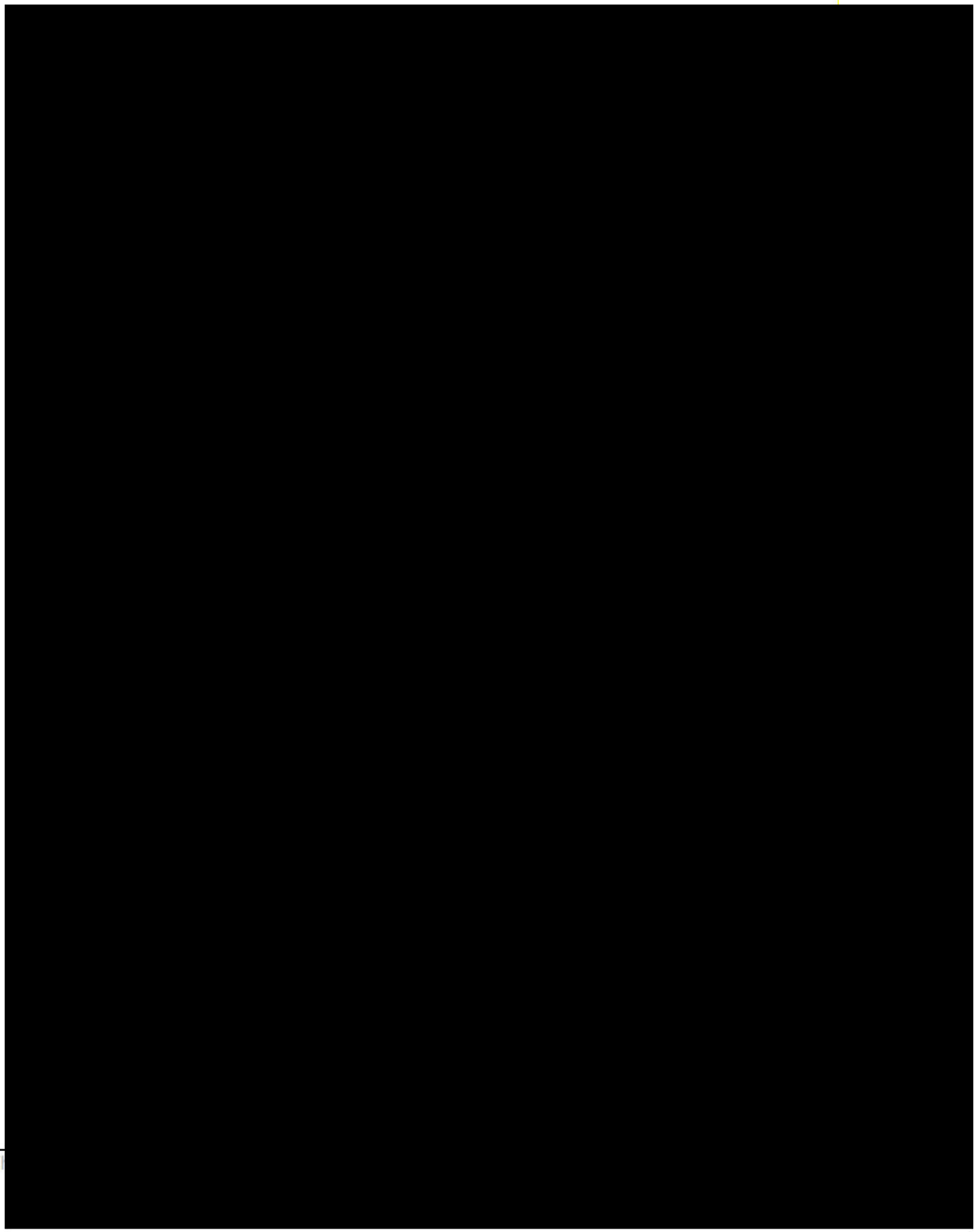

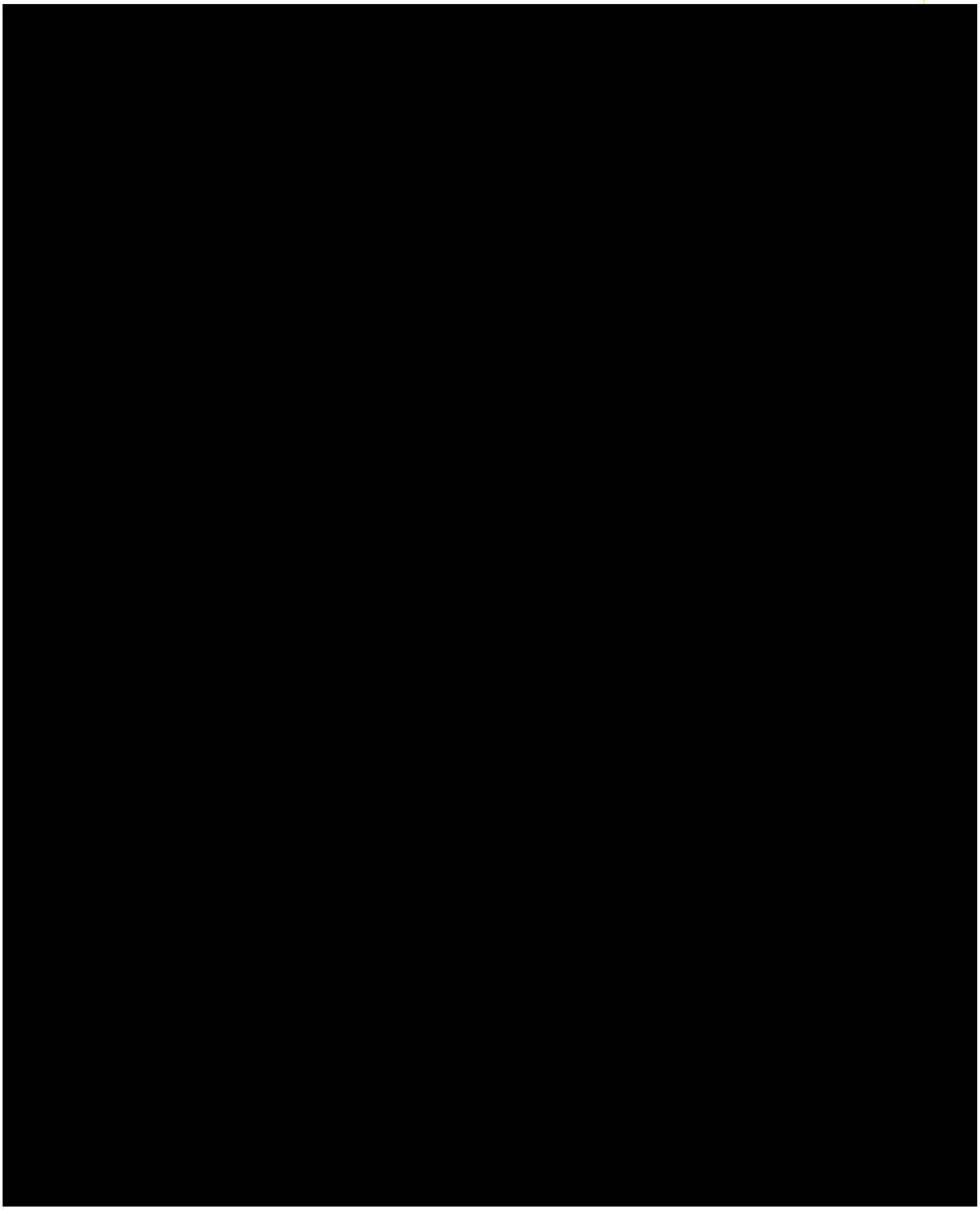

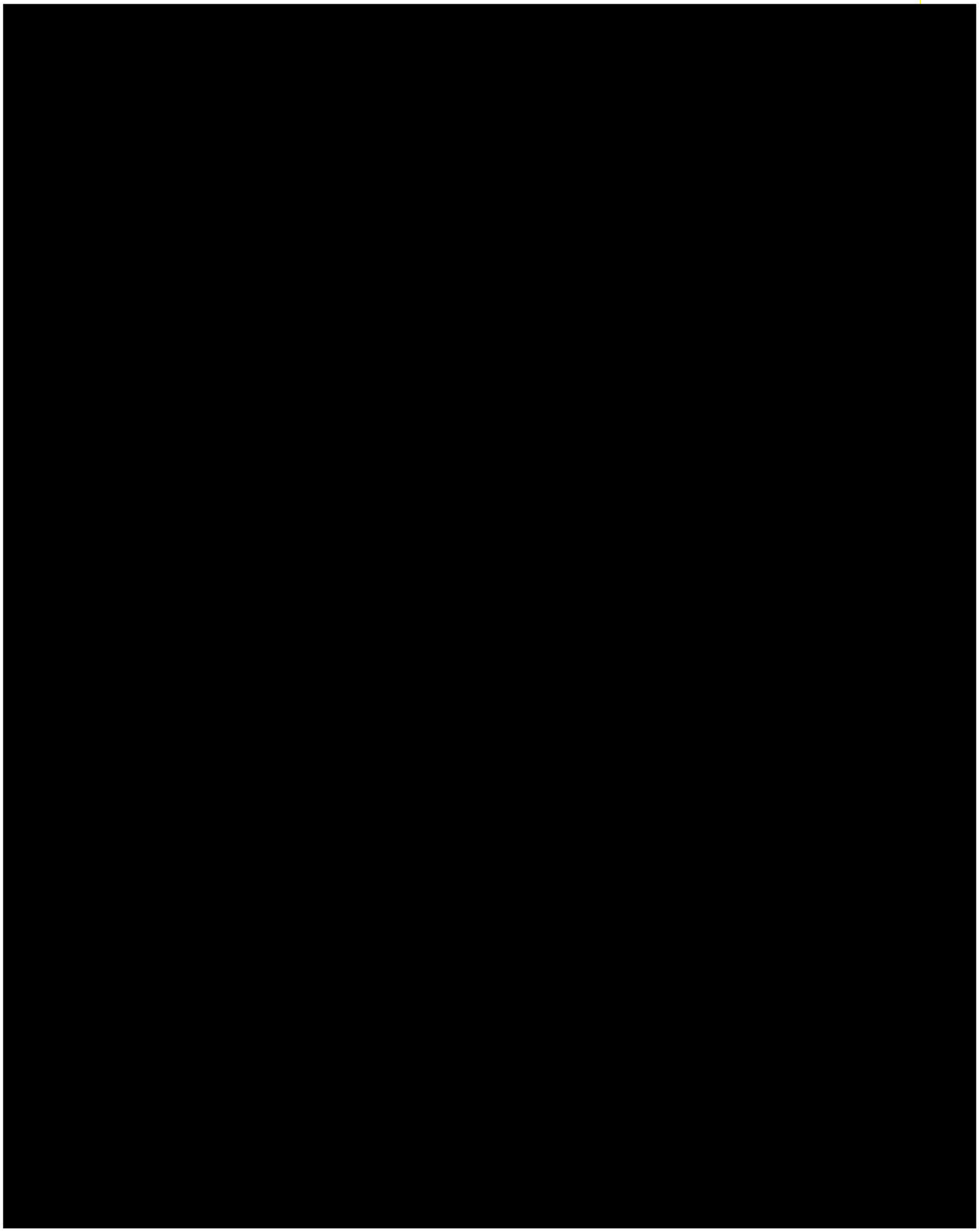

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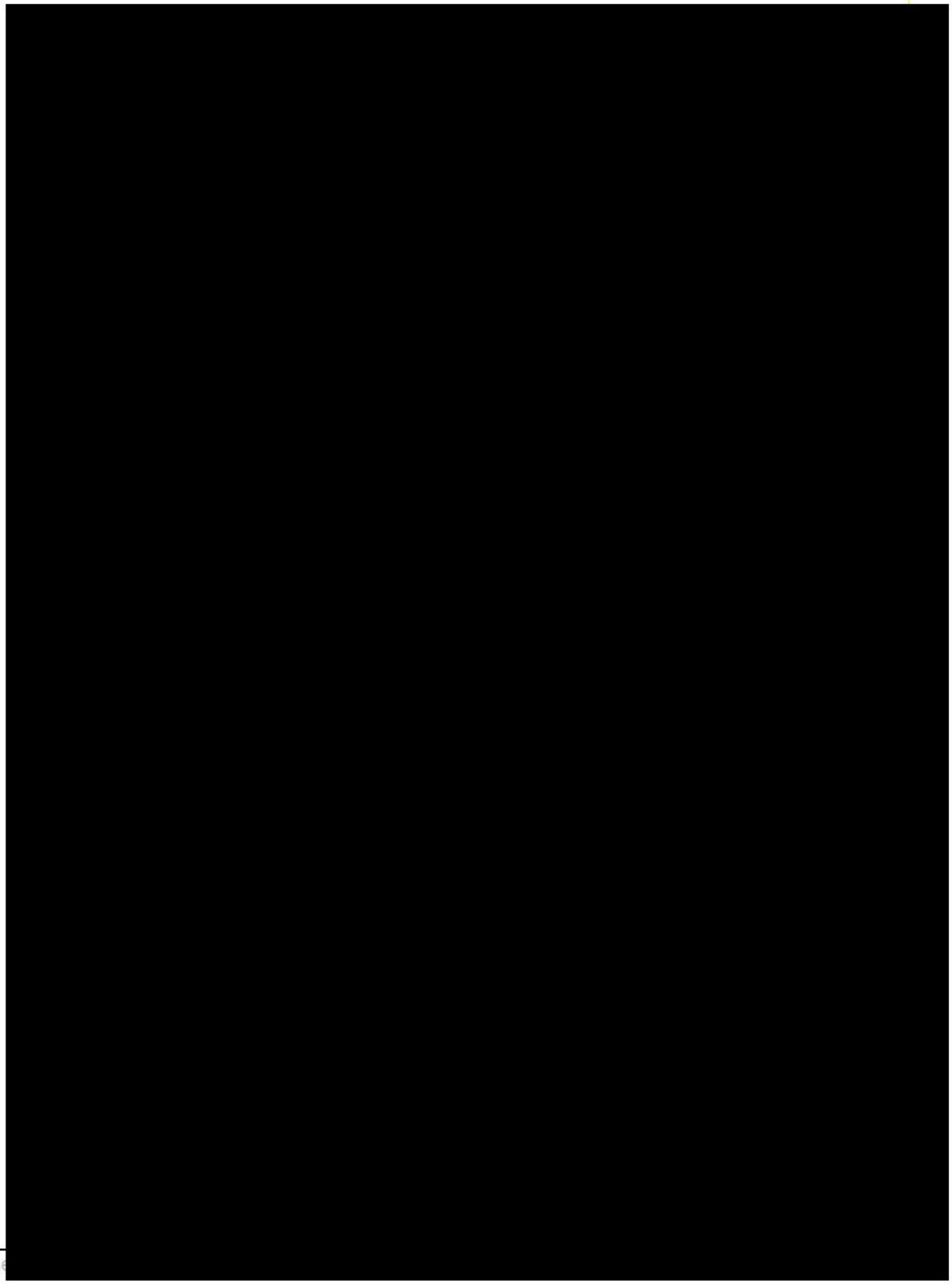

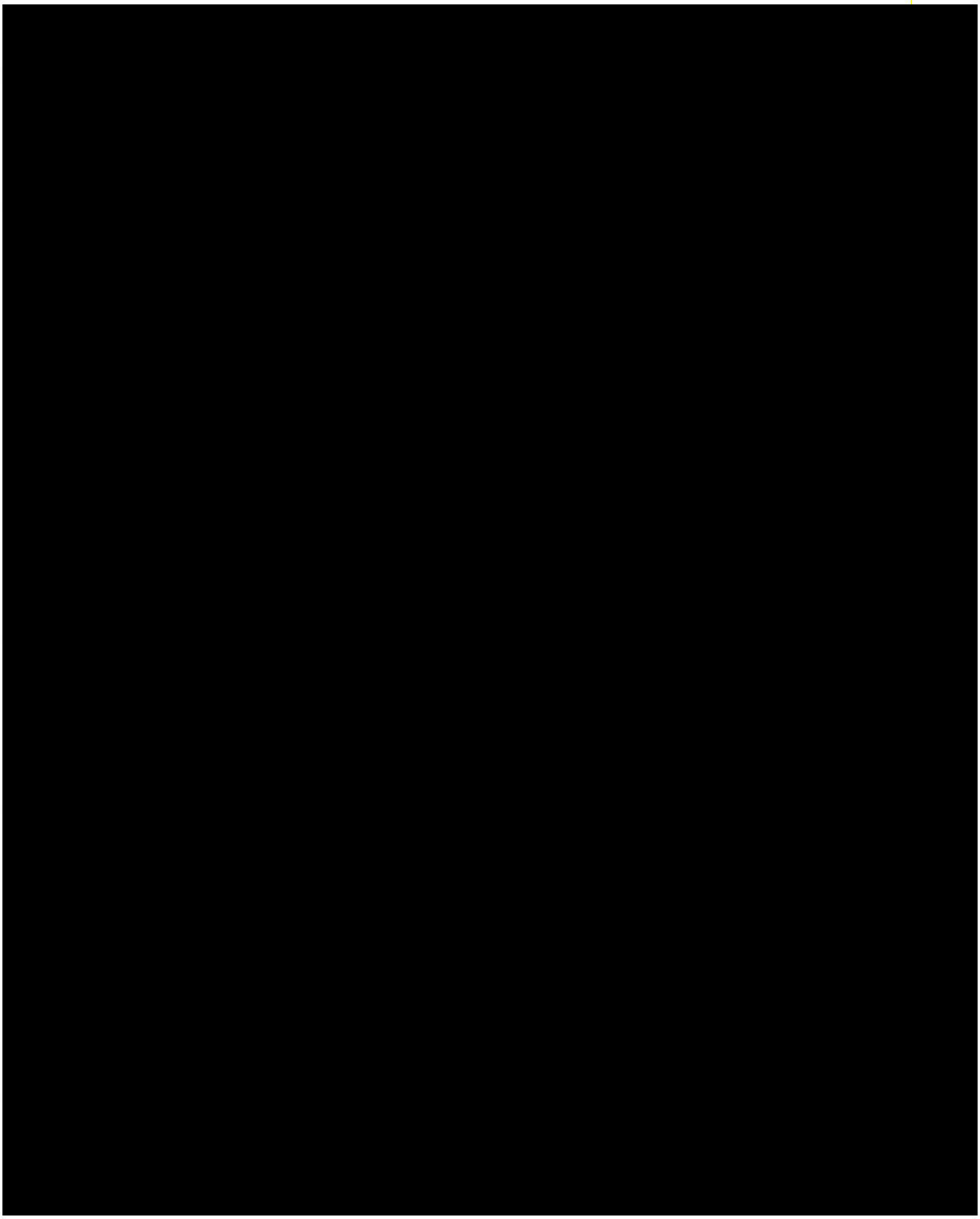

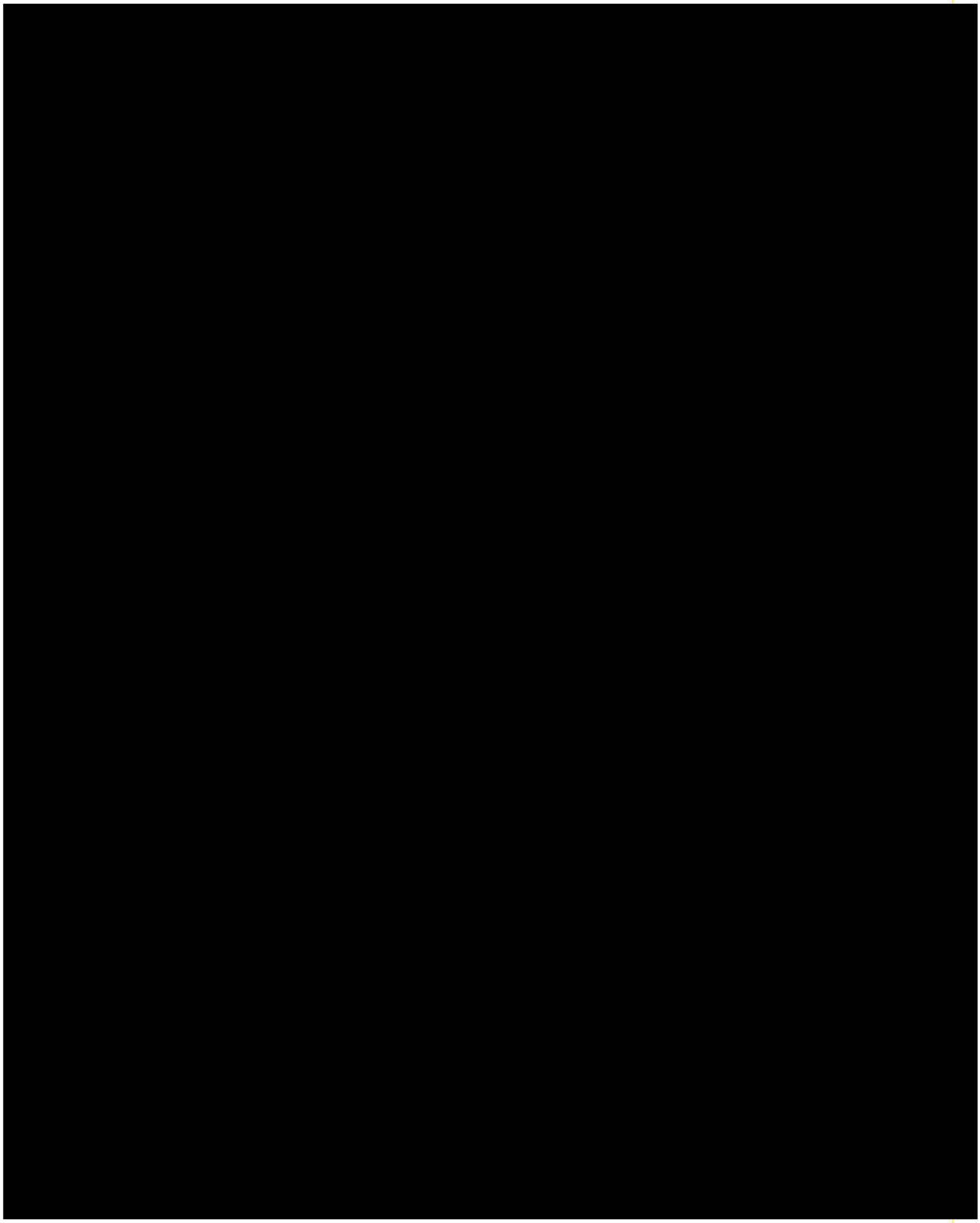

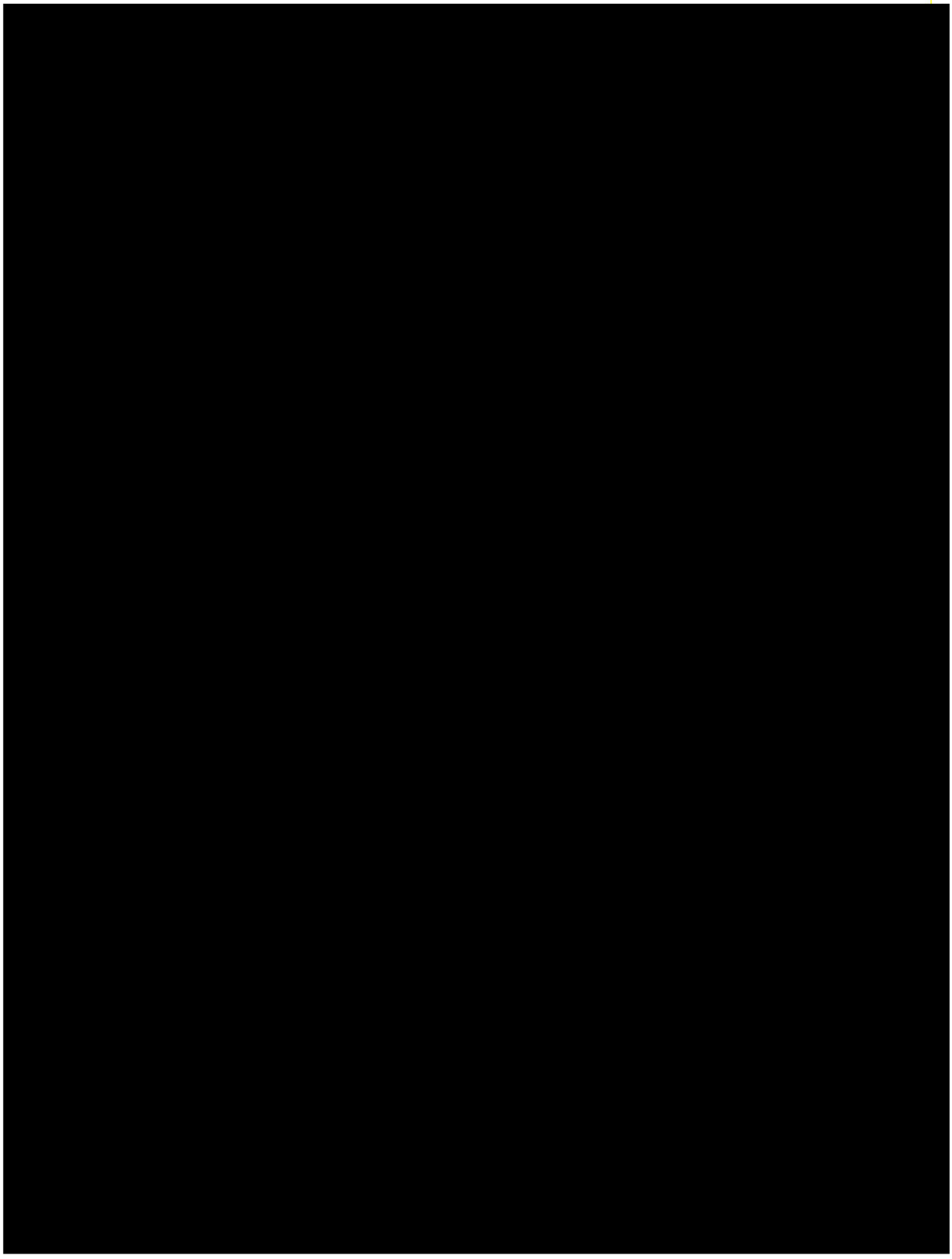

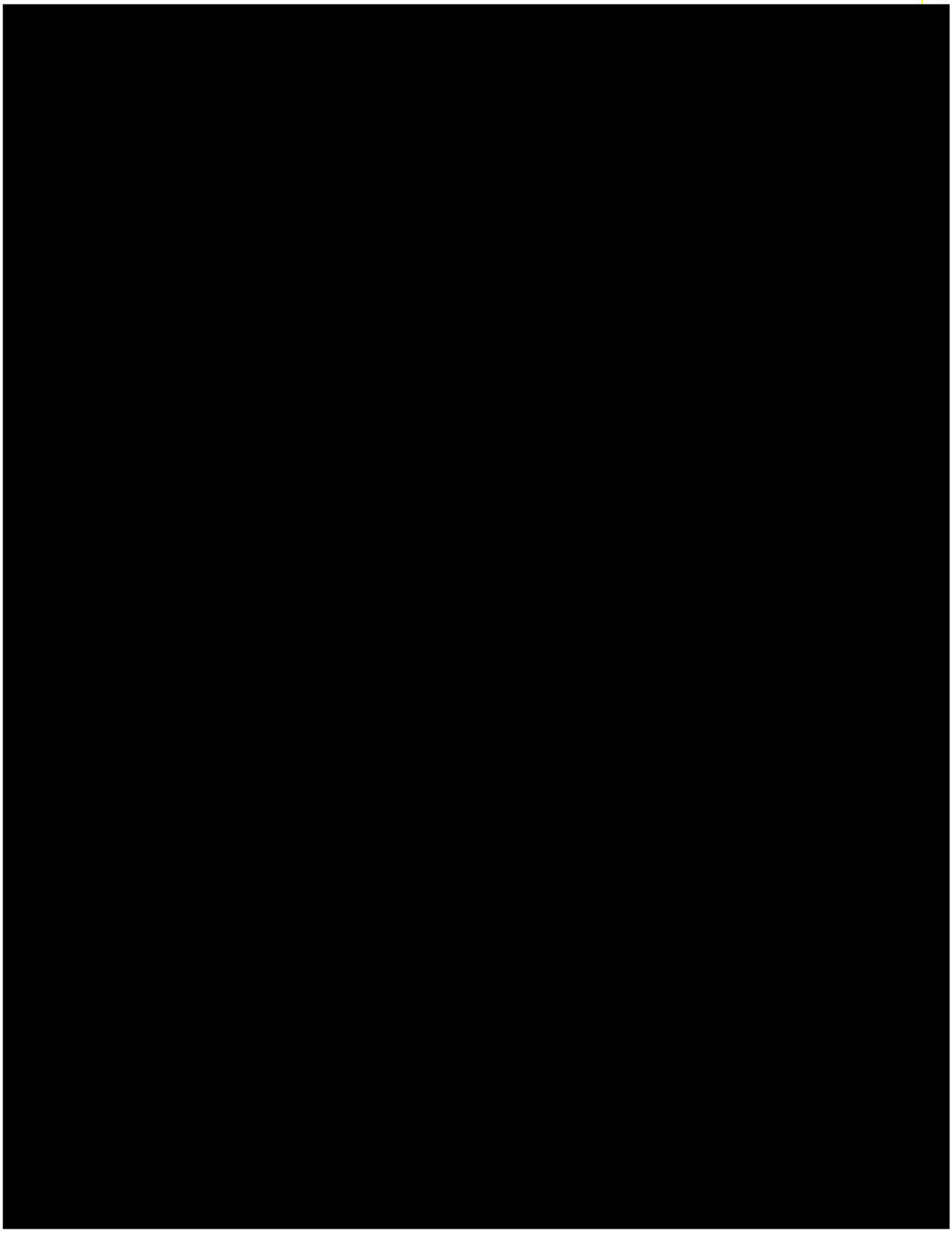

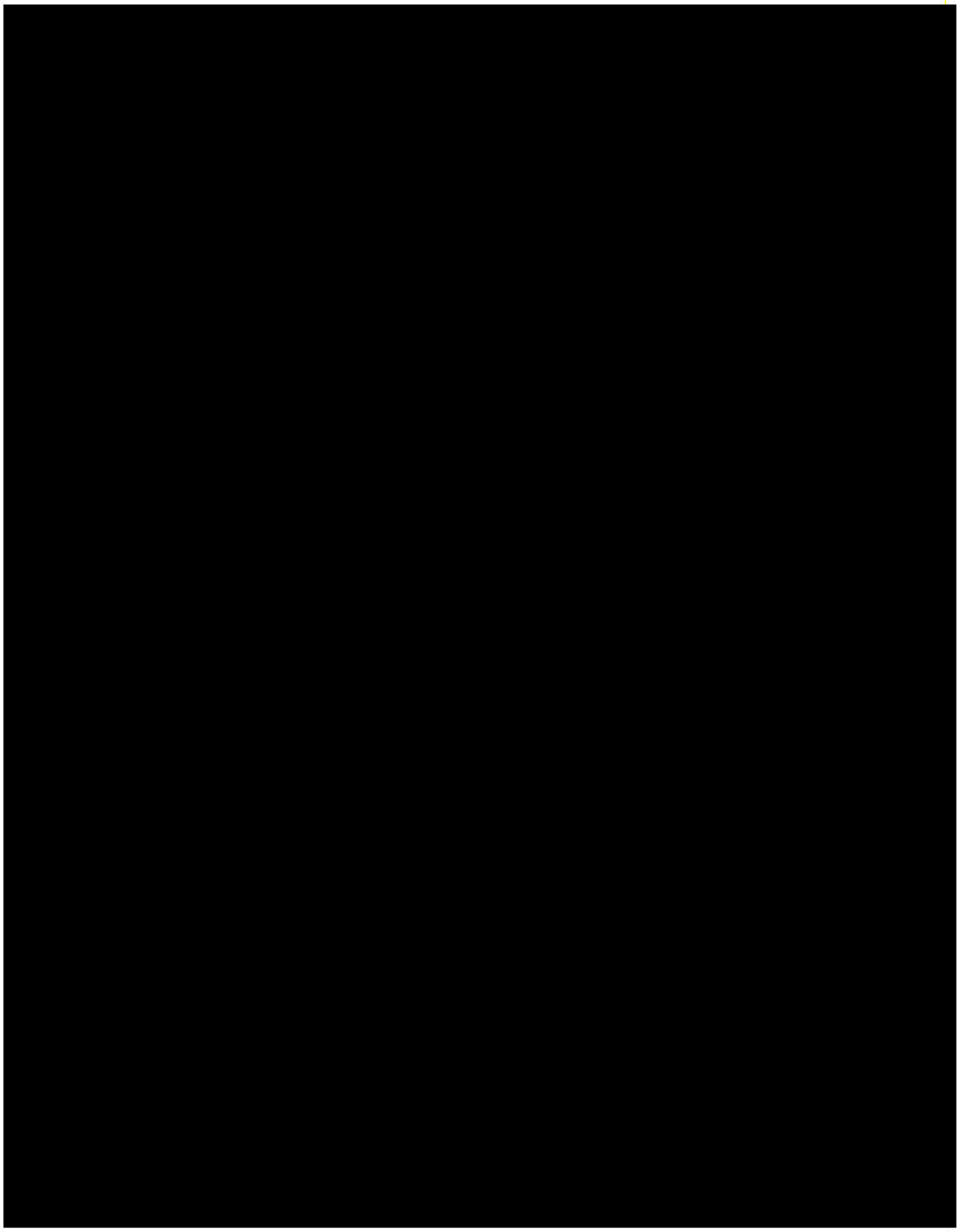

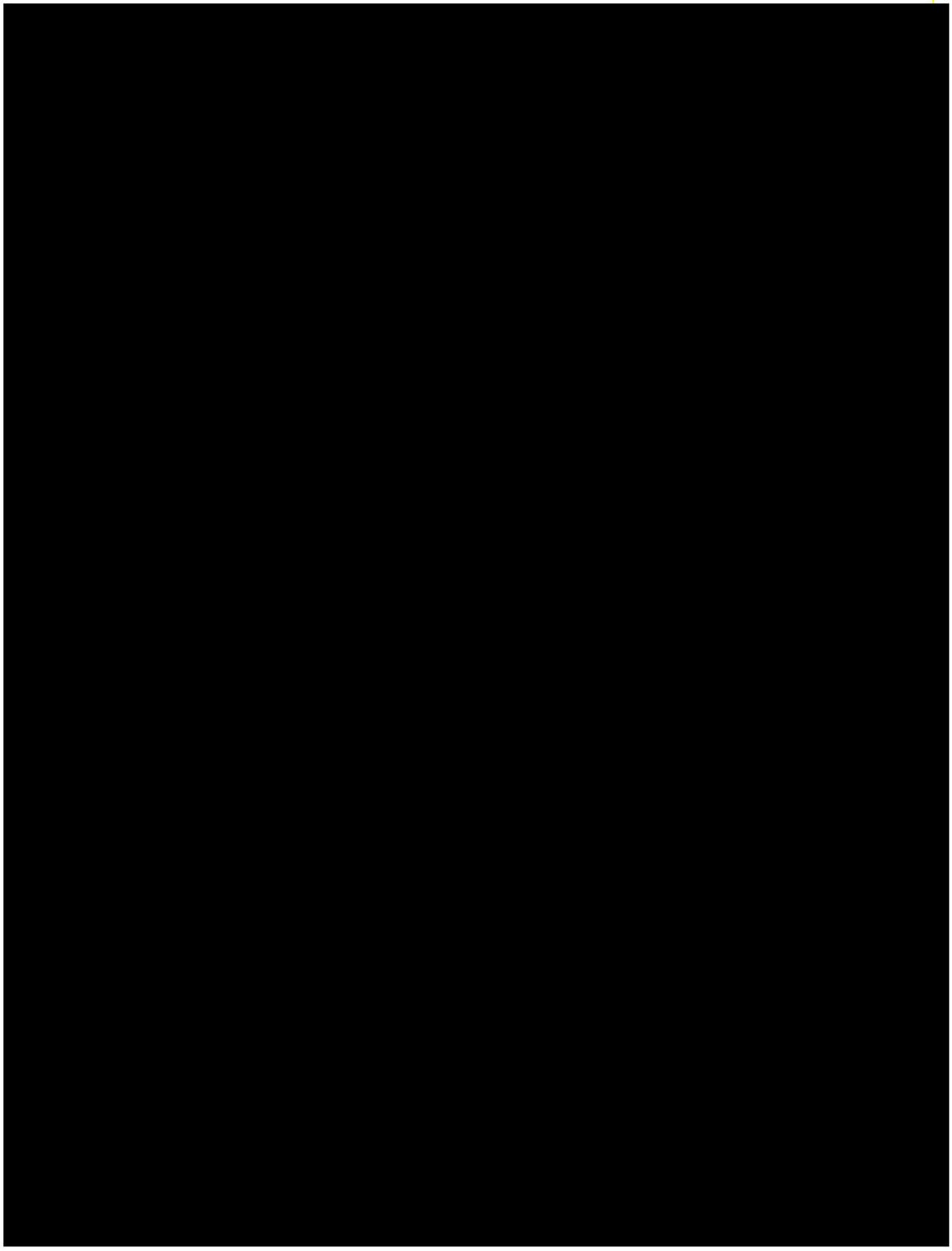

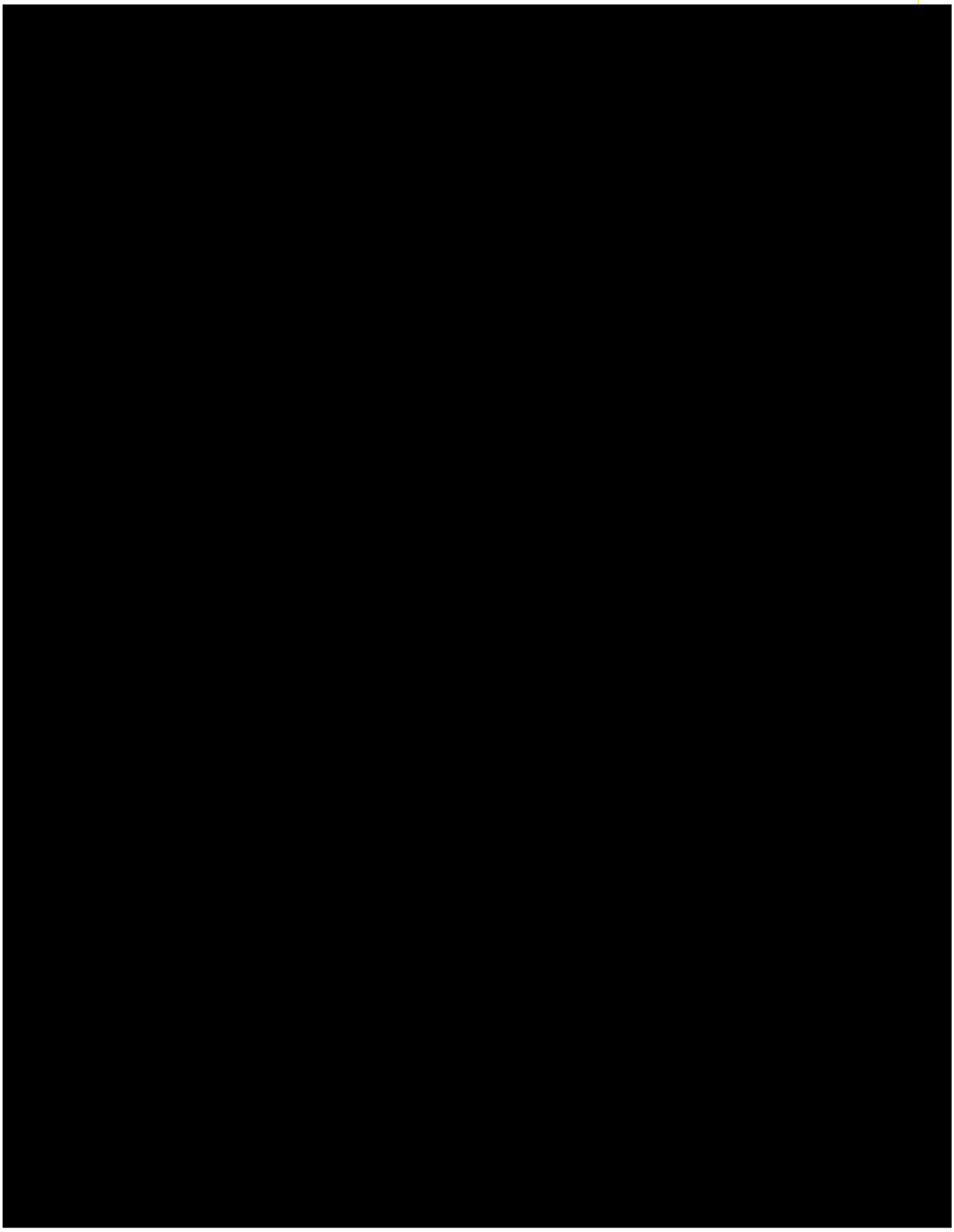

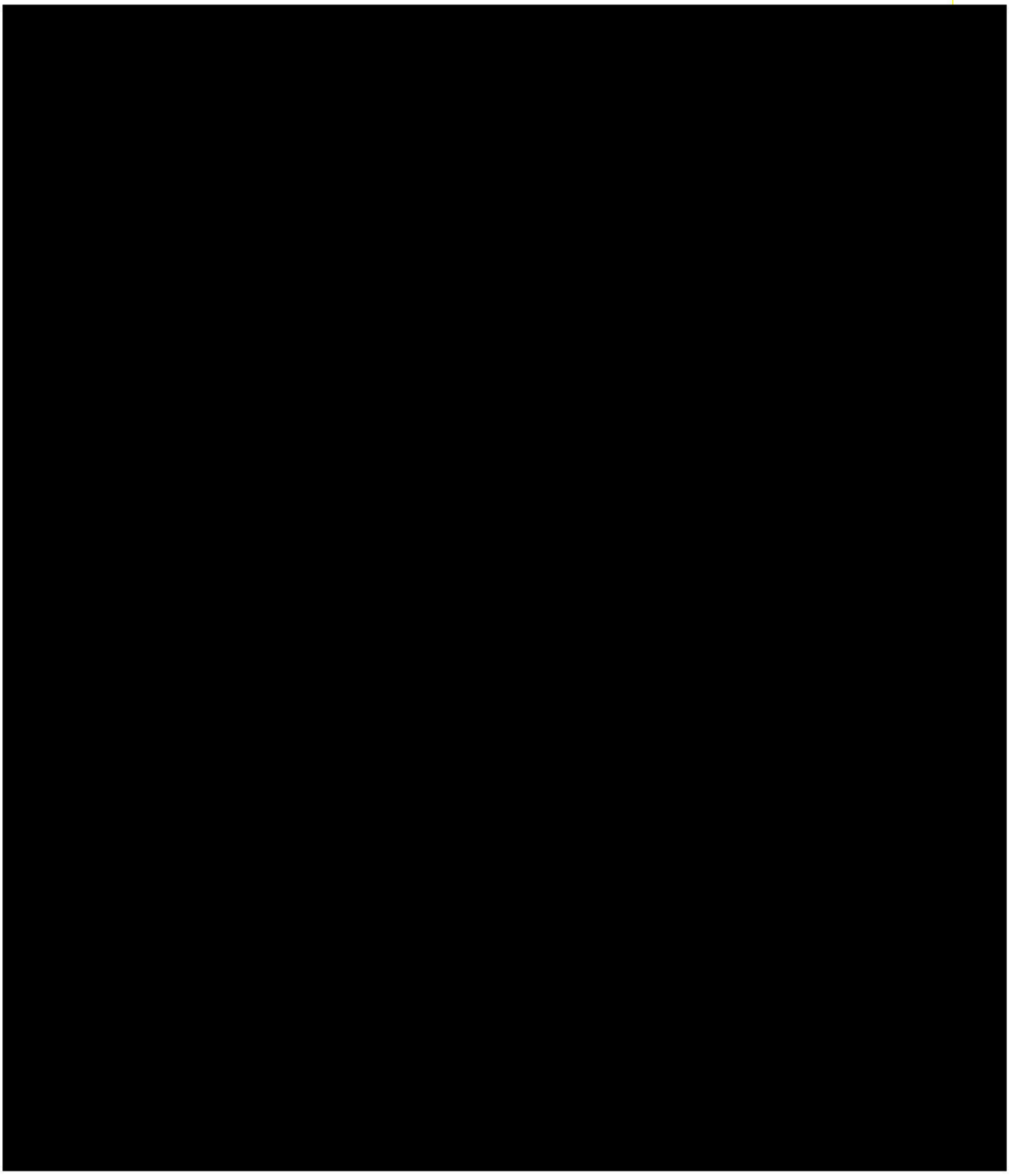

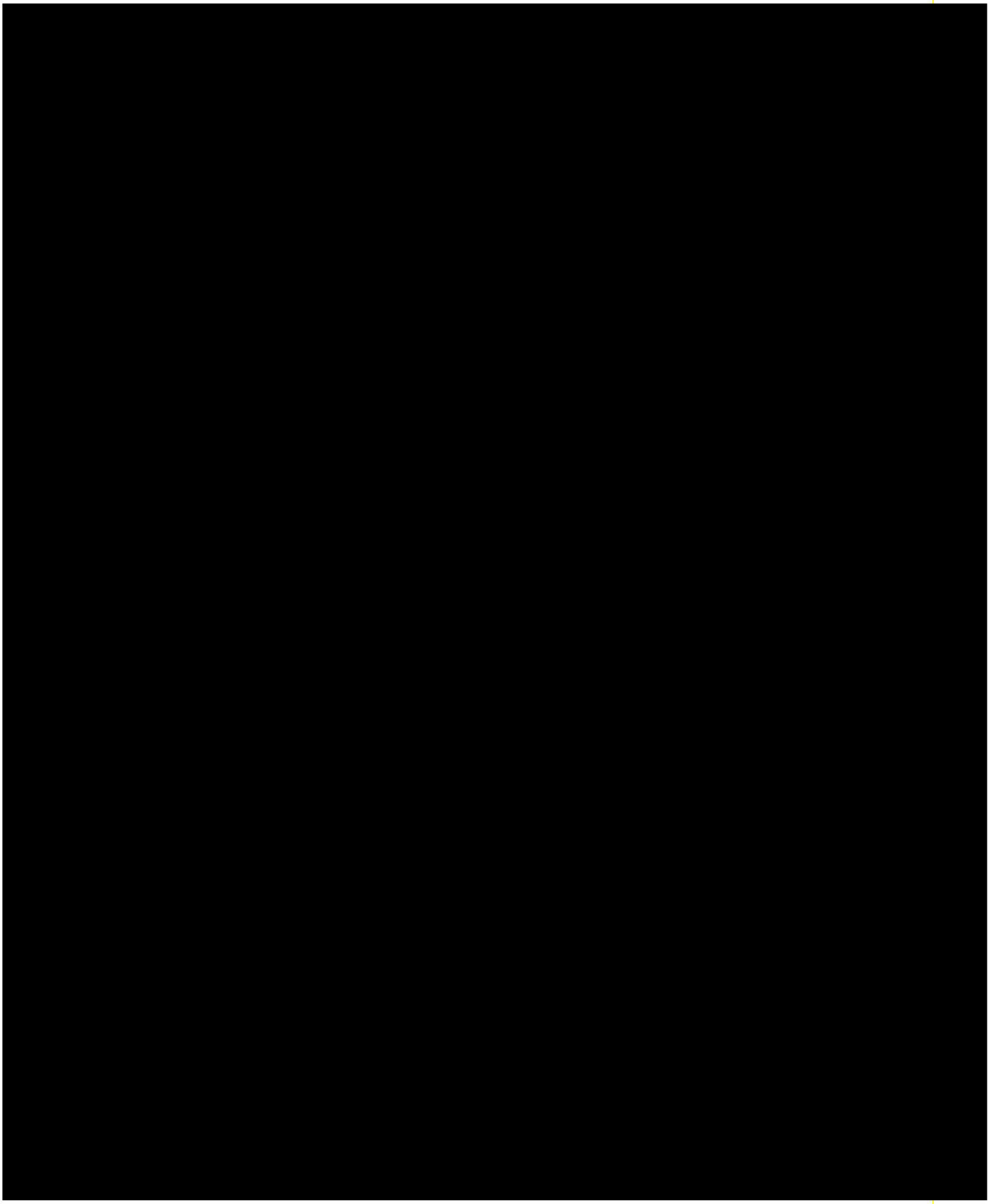

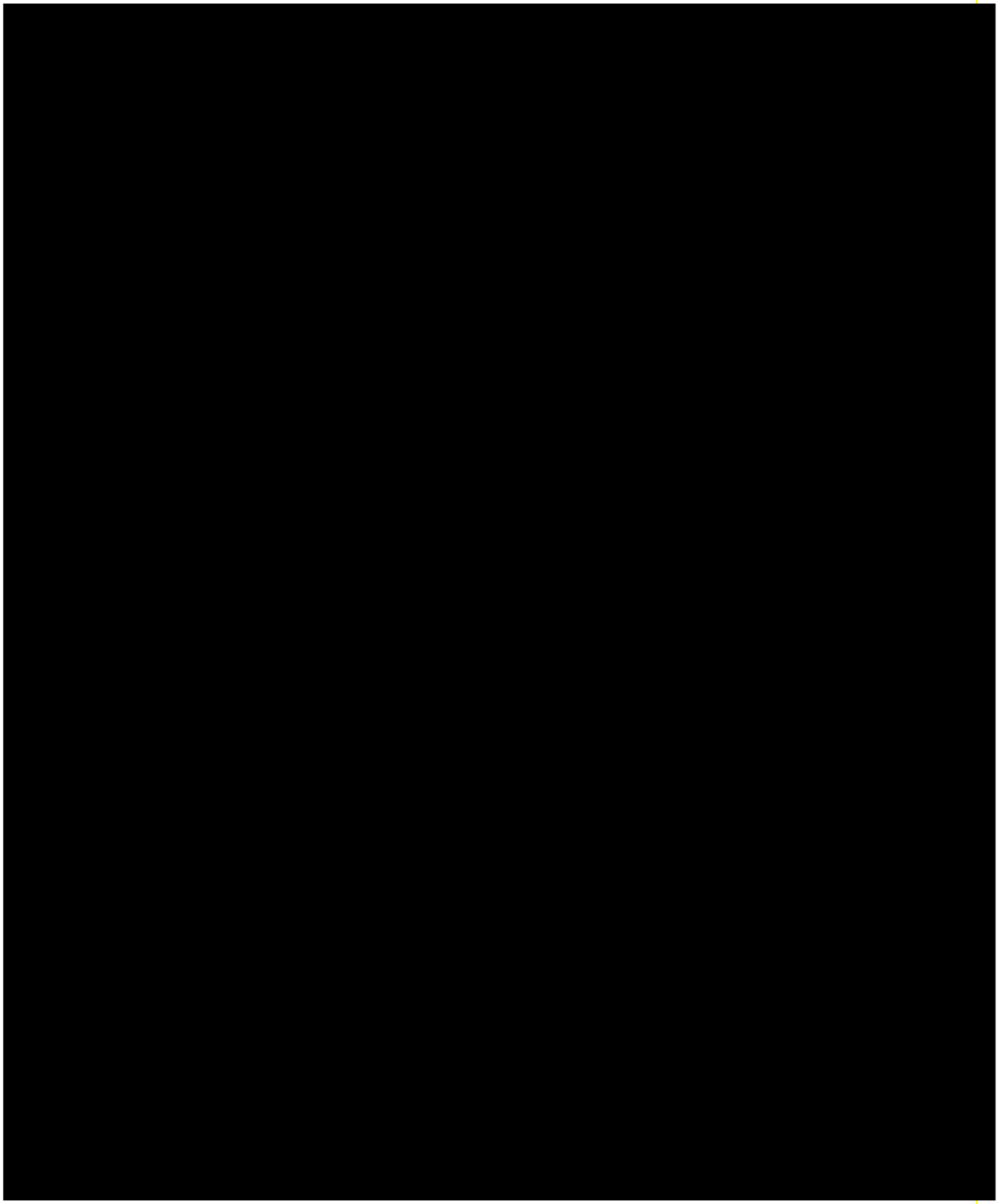

[redacted]

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.

TASK	SUB-TASK	DATE
Task 1: Set up	1.0 Project commissioned	w/c 23-Nov-2023
	1.1 Set up meeting	w/c 4-Dec-2023
Task 2: Review of prior research (empathize and design stage)	2.1 Scope of review agreed; prior unpublished research on allergen communication provided by FSA;	6-Dec-2023
	2.2 Review of prior research conducted	7-15-Dec-2023
	2.3 Dates for workshops, experts to invite, and consumer sample agreed	8-Dec-2023
	2.4 Invitations sent to expert stakeholders	11-Dec-2023
	2.5 Interim findings from review submitted	18-Dec-2023
	2.6 Feedback on interim findings from review	5-Jan-2024
	2.7 Review materials finalised	8-Jan-2024
Task 3: Co-creation workshops (ideate and prototype stage)	3.1 Recruitment for FHS consumers begins	8-Jan-2024
	3.2 Workshop 1 design submitted	10-Jan-2024
	3.3 Workshop 1 design feedback	15-Jan-2024
	3.4 Workshop 1 finalised	17-Jan-2024
	3.5 Workshop 1 with experts	18-Jan 2024
	3.6 Workshop 1 with consumers	20-Jan-2024

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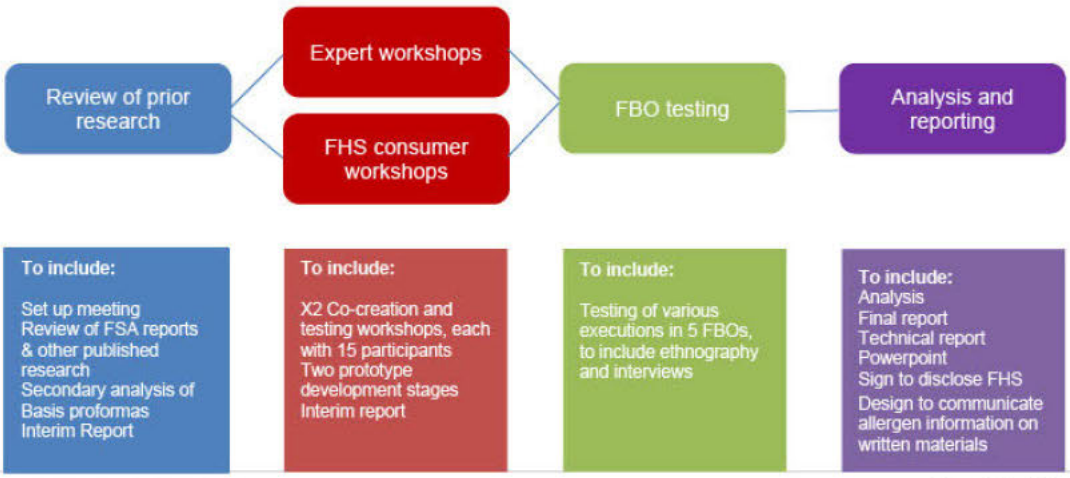
	3.7 Prototyping v1 and design W2	22-26-Jan-2024
	3.8 Review and sign off prototypes and W2 design	w/c 29-Jan 2024
	3.9 Workshop 2 with experts	w/c 6-Feb-2024
	3.10 Workshop 2 with consumers	8-Feb-2024
	3.11 Prototyping v2	9-15 Feb- 2024
	3.12 Interim report from the design/user testing stage	16-Feb-2024
Task 4: FBO test and reporting (Test Stage)	4.1 Recruitment FBOs	w/c-12-Feb-2024
	4.2 Review and sign off final prototypes	21-Feb 2024
	4.3 Fieldwork and testing with FBOs	22-Feb-2-March-2024
	4.4 First draft report	7-March-2024
	4.5 Feedback	14-March-2024
	4.6 Second draft	19-March-2024
	Feedback	26-March-2024
	4.7 Final report, presentation and technical appendix and other deliverables	29-March-2024

FIGURE 5: FLOW CHART ILLUSTRATING PLAN



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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 prosed work will automatically be calculated on the financial template.

DELIVERABLE NUMBER OR MILESTONE IN ORDER OF EXPECTED ACHIEVEMENT	TARGET DATE	TITLE OF DELIVERABLEOR MILESTONE
1.1	04/12/2023	Set up meeting
2.5	18/12/2023	Interim report - review of previous research
2.7	08/01/2024	Review materials finalised **(PAYMENT 1)**
3.5	18/01/2024	Workshop 1 with Experts
3.6	20/01/2024	Workshop 1 with Consumers
3.9	06/02/2024	Workshop 2 with Experts
3.10	08/02/2024	Workshop 2 with Consumers **(PAYMENT 2)**
3.12	16/02/2024	Interim report from the design/user testing stage
4.3	02/03/2024	Test fieldwork completes **(PAYMENT 3)**
4.4	07/03/2023	Draft report
4.7	29/03/2023	Final report and deliverables **(FINAL PAYMENT)**

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4: ORGANISATIONAL EXPERIENCE, EXPERTISE and STAFF EFFORT

A. PARTICIPATING ORGANISATIONS' PAST PERFORMANCE

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

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

Food Standards Agency - Understanding SME Provision of Allergen Information in the Non-Prepacked Sector

- **Dates:** Dec 2022-June 2023
- [redacted]
- **Partners:** Basis Social
- **Value:** £62k
- **Description:** This research for the FSA involved 30 online depth interviews and 10 ethnographic deep dives, plus 6 interviews with trade bodies, to explore allergen management and communication practices of in micro- and small food business. It made use of the COM-B behavioural framework to identify the potential barriers and enablers for businesses adopting new ways of providing allergen information to consumers and provided a summary of these factors across businesses with different service models. It tested six potential options for standardising how such businesses selling non-prepacked food could communicate allergen information to customers.
- **Relevant skills and expertise and skills used to ensure successful delivery**: This research provides us with a good understanding of the motivations for FBOs to provide allergen information to consumers, how they do this, and barriers and enablers to change. We are planning to revisit 5 of these FBOs to test prototypes from this study. Our prior research provides us with data that we can use comparatively to examine the effectiveness of prototypes during the testing stage. The research also uses the same ethnographic and interview approach with these FBOs, as we are recommending in this study.

Food Standards Agency - Consumer and food business knowledge, attitudes and behaviours towards Precautionary Allergen Labelling

- **Dates:** July 2021-Dec 2021
- [redacted]
- **Partners:** Basis Social and Bright Harbour.
- **Value:** £117k
- **Description:** This research for the FSA explored the understanding and use of PAL statements by SME FBOs and FHS consumers. The research involved 60 interviews with FBOs across a range of sectors and food preparation contexts, to understand views on allergen risk and management, and extent to which precautionary allergen labelling was used in this context. The study also engaged 30

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consumers with a food allergy plus an additional 15 consumers with coeliac disease to explore the real-life moments use of PAL and NGCI statements for these groups respectively, the role of such statements in shaping behaviours food behaviours (especially when eating out), plus ideas to improve PAL labels in the future.

- **Relevant skills and expertise and skills used to ensure successful delivery**: This research demonstrate our understanding of the needs, concerns and behaviours amongst FBOs and FHS consumers regarding allergen labelling when eating out. While the project focused on PAL, broader allergen labelling was frequently referenced. It provides us with a strong foundation to conduct the review and workshop stages of the project. We also have a range of allergen communication examples from FBOs collected as part of the study that we could use for this research.

Hackney Council - Healthy Living in the Community

- **Dates:** July 2021-Dec 2021
- **Client:** Hackney Council
- [redacted]
- **Value:** £55k
- **Description:** This project involved using design thinking principles to help the public health team in Hackney Council identify ways to support local Black Caribbean, Black African and Turkish communities improve their health behaviours. The project involved recruiting people most impacted by poor health outcomes and excluded from services. Participants undertook diary study activities over a 2-week period before conducting interviews. Outputs of this stage included photos and stories of people's lived experience of their local area and the factors that impacted their health behaviours. These materials were used in the ideation stage to create an 'empathy space' by covering a room with these materials and building rich personae to help the client build a deep understanding of the residents' contexts and needs. Working with participants from the research, in a final group workshop, we co-designed a communications framework and prototyped the specific messages to be disseminated at bus stops and key points in the area, to promote healthy living and access to different services. These reflected the context and needs of the community. The effectiveness of the communications and touchpoints was also tested.
- **Relevant skills and expertise and skills used to ensure successful delivery**: This project demonstrates our ability to apply design thinking principles in practice and use these to develop and test communication prototypes. It also demonstrates our commitment to inclusive and creative design research methodologies to engage and build trust with specific community groups. It also shows how we co-create communications using a 'service design' framing (rather than seeing each communication touchpoint in isolation).

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

Lead Applicant	Basis Social
Named staff members, details of specialism and expertise.	
[redacted] **CEO, Basis Social**	

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[redacted] has a wealth of experience leading qualitative research across a range of government departments, including work on food policy, food safety, plus diet and health including a range of work on allergen communications. For the FSA, he has led the work on SME allergen information provision, precautionary allergen labelling research with businesses and consumers, and Kitchen Life 2 – a study exploring food hygiene practices domestic and food business kitchens. [redacted] has previously worked on front of pack nutrition labelling for the FSA, as well as designing and delivering a series of Citizens Forums to better account for consumer views in policy. Before joining Basis, [redacted] worked at Kantar where he was a Global Board member and Co-CEO of Kantar's Insights Division UK&I. He was previously Executive Director of BMRB (now Kantar Public), where he led the relationship with the FSA. He has a lot of co-creation and product design experience, for example working with Unilever on product development and packaging design using co-creation techniques, and using co-creation, ethnographic and immersion techniques to help develop product prototypes to help people quit smoking. [redacted] holds a Ph.D. in environmental decision making from UCL and is a Fellow of the Royal Society of Arts. [redacted] will oversee the project, contribute to the design of research materials and co-creation workshops, run workshops, as well as oversee analysis and reporting phase.

[redacted] **Basis Social**

[redacted] is a very experienced project manager, ensuring the successful delivery of qualitative and quantitative projects over the past 15 years. Previously at Ipsos and Kantar, she has worked across a range of central and European government clients (e.g., HMRC, DfE, BEIS and the European Commission). She joined Basis Social this summer and managed the SME Provision of Allergen Information research as well as the Kitchen Life 2 study for the FSA. She has also delivered projects for DWP, the Cabinet Office and NICE. [redacted] will manage the research and be responsible for ensuring we deliver against the project timetable.

[redacted] **Associate Director, Basis Social**

[redacted] is a seasoned qualitative researcher, with a wealth of experience in communications and behavioural research. Since joining Basis, he has worked on a range of projects including our recent work for the FSA on SME Provision of Allergen Information, as well as working on ageism study for the Centre for Aging better, a range of behavioural labs for DWP engaging people with disabilities, and for the Home Office evaluating the New Plan for Immigration. [redacted] joined Basis form M&C Saatchi World Services, with clients including the Cabinet Office, Foreign, Commonwealth & Development Office, Home Office, British Council and a number of NGOs. He is an experienced workshop moderator. [redacted] has a first degree in English Literature from Oxford University and a Research MA in Literacy Studies from Leiden University in the Netherlands.. [redacted] will lead the evidence review, contribute to moderate the co-creation workshops and supporting reporting. He will also lead the reporting stage, with support from [redacted]

[redacted] **Senior Researcher, Basis Social.**

[redacted] specialises in research with hard-to-reach audiences. He has recently undertook the ethnographic fieldwork for the FSA on food allergen communication in FBOs. He is also working on an evaluation on HMCTS reforms, and undertaking user research to inform strategy for the National Digital Channels for NHSE. [redacted] has a first-class degree in Social Policy from Bristol. [redacted] will contribute to the evidence review and help conduct the conduct post-test ethnographies and interviews with FBOs.

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[redacted]ocial **CONFIDENTIAL**

Research Executive, Basis Social

Since joining our business earlier this year, [redacted] has led 40+ interviews and group discussions with vulnerable audiences, ethnic minorities, and individuals with disabilities for a range of organisations such as MoJ, EC and DWP. [redacted] has a background in behavioural sciences and recently completed a master's degree in strategic marketing from Cranfield University. She would support the evidence review, help moderate the co-creation workshops, and conduct post-test ethnographies and interviews with businesses.

[redacted] **Designer**

[redacted] works for Basis Studio (our in-house design team) and has expertise in digital design, animation, prototyping and illustration. He has worked on product and packaging design for many major brands. [redacted] would contribute to the workshops and help to illustrate ideas within the co-creation sessions with experts and consumers. He would also prototype the communications executions. Examples of [redacted] work can be found here.

[redacted] **Designer**

[redacted] is a graphic designer and illustrator who works extensively with Basis Studio. Among a wide portfolio of work, she has designed signage for use in restaurants and cafes. [redacted] would contribute to the workshops and help to illustrate ideas within the co-creation sessions with experts and consumers. She would also contribute to the prototyping sessions. Examples of [redacted] work can be found here.

[redacted] **Designer**

[redacted] is an experienced branding and packaging designer, and has recently worked for Sainsburys, Heinz and Leon. He has worked on various co-creation projects with [redacted] on projects stretching back 20 years. He also undertook a wide range of branding, communication and sign design for several restaurants and cafes in Suffolk. [redacted] would contribute to the workshops and help to illustrate ideas within the co-creation sessions with experts and consumers. He would also contribute to the prototyping sessions Examples of [redacted] work can be found here.

Participant Organisation 1 [redacted]

Named staff members, details of specialism and expertise.

[redacted] **Lead Design Researcher**

[redacted] has a decade's experience design thinking, with a particular focus on researching health and social care. Having played senior and lead design researcher roles in multiple research and design agencies in London and Manchester, [redacted] now works independently for public and charity sector clients, supporting them to create positive change based on the needs and experiences of their users, residents or audiences. To do this she leans on a creative yet rigorous design thinking research practice cultivated from working in multiple design teams. She often works with people feel let down by existing services, and facilitates a co-creative partnership between them and service providers so they can more easily get the support they need. [redacted] would work with [redacted] on the design of the research and lead the co-creation workshops. She would oversee the prototyping process and work with [redacted] on the reporting.

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Participant Organisation 2	Acumen

Named staff members, details of specialism and expertise.

[redacted] **Qualitative recruitment**

[redacted] works for Acumen and is a specialist in recruiting for qualitative research. She has supported previous research for the FSA, recruiting SME businesses to take part in ethnographic research and interviews on allergen communication. She would lead the recruitment of FHS consumers and the recontact with 5 FBO SMEs for the testing stage.

Participant Organisation 3	

Named staff members, details of specialism and expertise.

C. **STAFF EFFORT**

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

Name and Role of Person where known/ Role of person to be recruited	Working hours per staff member on this project
[redacted]	7 days
	15 days
	8 days
	10 days
	8 days
	18 days
	4 days
	3 days
	3 days
	5 days
Total staff effort	**81 days**

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5: PROJECT MANAGEMENT

Please fully describe how the project will be managed to ensure that objectives and deliverables will be achieved on time and on budget. Please describe how different organisations/staff will interact to deliver the desired outcomes.
Highlight any in-house or external accreditation for the project management system and how this relates to this project.

The project manager for this study will be [redacted].

In her role, she will:

- Develop and keep up to date a project plan in the form of a Project Inception Document (PID), including a risk register, a detailed timeline highlighting all key dates, holidays, and any actions required by the core team.
- Create a Gantt chart, to ensure interdependencies between tasks are identified, monitored, and managed.
- Produce a bespoke risk register and quality assurance plan tailored to the final methodology and project requirements.
- Develop an incident log for any issues arising on the study.
- Keep a Lessons Learnt log, capturing and reporting lessons, and implementing continuous improvement plans.
- Ensure compliance with all ethical, consent, data protection processes, including the development of a PIA.
- Organise weekly online progress meetings with the FSA.
- Complete a Project Update form for the FSA at the end of each week.
- Run the recruitment process with experts.
- Oversee the recruitment of FHS consumers and FBOs, including the development of the screener and ongoing checks with Acumen to ensure progress against the sample specification.
- Develop consent forms, including details on purpose specification and use limitation.
- Organise online briefing meetings with the workshop and prototyping teams
- Manage co-ordination of design input with Basis Studio.
- Ensure reporting completes to schedule.

[redacted] will be supported throughout the process by [redacted] The Lead Applicant, [redacted] will also work with [redacted] to review risks to the project and adopt mitigation strategies as required.

We ensure appropriate resource allocation using our project management system (Ruddr), which enables us to forecast time over the coming three months. These are followed up with resource meetings to ensure each project is resourced appropriately. [redacted] will ensure continuity of provision and coverage for scheduled/unplanned absences.

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

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Identified risk	Likelihood of risk (high, medium, low)	Impact of Risk (high, medium, low)	Risk management strategy
Team resource is insufficient to execute the project	Low	High	We have proposed five experienced research team members and have access to a much wider pool of researchers if needed. These include an additional 12 qualitative researchers in Basis, as well as a network of over 40 Director-level research associates. This capacity enables us to replace team members at short notice should the need arise.
Slippage in timetable impacting on ability to hit end of March deadlines.	Medium	High	At the inception meeting we will agree a detailed timetable and roles/responsibilities and identify potential risks and bottlenecks. Our timetable is kept under constant review and discussed with the FSA on a weekly basis. Any slippage flagged early to allow time for recovery. We have strong project management systems to ensure we deliver as promised, and will prioritise and reallocate of resources as required. The main risk to the timetable will be the availability of experts to take part in the workshop – discussed next.
Issues recruiting stakeholders	Medium	High	Across various studies, including the PAL consultation in 2022, Basis Social have supported FSA in engaging many stakeholders across industry, the voluntary sector and academia. Stakeholders were positive about their involvement in previous research so we have good existing relationships to leverage here. One of the key issues will be availability. There are only a handful of organisations, and individuals within them, who will be suitable to involve in the process. It is also a relatively significant time commitment, though we have provided a payment to support participation. Ultimately, there are a relatively small (n 15)

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			number of stakeholders to recruit, over a six week period, though this does include the Christmas break. We welcome discussing with the FSA other organisations we can approach should our preferred contacts not be available.
Issues recruiting FHS consumers	Low	High	Acumen has a lot of experience recruiting consumers for research on food hypersensitivities, including our previous research for FSA on PAL labelling, which involved double the sample size proposed in this project. We are very confident of achieving the sample in the time available.
Issues with drop-out of participants between W1 ideation and W2 review sessions	Medium	Medium	We have decades of experience running reconvened workshops. There can be a small amount of drop-out between waves of research though this is typically down to unavoidable circumstances (e.g. illnesses or family emergencies). We will promote continued participation by ensuring W1 is fun and engaging, and staggering incentives so that sufficient weight is given to involvement in W2. Should a significant proportion of participants pull out, an option would be to run a small group for W2 with fresh participants.
Issues re-recruiting FBOs for Stage 3 testing	Low-Medium	High	We propose re-recruiting 5 FBOs who previously participated in our ethnographic work on SME allergen communication. A total of 10 FBOs took part in the previous research, meaning we would need a 1 in 2 success rate for recruitment. While this is relatively high, we know from feedback that FBOs enjoyed the research experience last time. If we do struggle to recruit, we will recontact other FBOs (30 in total) who took part in the research, but only undertook an interview. This will still provide comparative data for analytical purposes.
Creative designs do not adequately capture	Low	Medium	Basis Social employ professional designers who regularly support prototyping processes as part

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feedback from participants with during W1 groups or the v1 prototyping process			of UX and service design projects. Our three designers will have strategic direction from [redacted]at the v1 prototyping stage to ensure alignment both with consumer/stakeholder feedback and the behavioural framework.
Inadequate review of ethical implications from the study	Low	High	We pride ourselves in undertaking high quality research that is focused on the needs of participants as well as clients. We have provided an assessment of ethical concerns in the section 7B of this document and will adopt a range of privacy and research safeguards to protect businesses taking part.
Technical issues impacting the ability of people to take part	Low	High	For Workshop Two, the online workshop, other than network issues, we do not anticipate significant concerns with this mode given the ubiquity of the Zoom platform. We will record audio from the face-to-face interviews and part of the ethnography. Photographic images will be taken on mobile phones, which are secure to our network.

7. QUALITY MANAGEMENT

A. QUALITY MANAGEMENT

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

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

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

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

Basis Social is committed to quality in our service to clients and in the way we manage our people and our business. We operate in accordance with ISO 20252:2019, the International Standard for market, opinion and

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social research, and the Data Protection Act 2018. In our 'Research Management System and QA Manual' we have a fully documented process for the project management, collection, analysis and reporting of data fully aligned with ISO and GDPR requirements.

We also abide by the Code of Conduct of the Market Research Society (MRS), the Quality Commitment of the MRS Company Partner Service and the Code of Marketing & Social Research Practice of the European Society for Opinion and Market Research. Below is an outline of our quality control plan:

- Project Management - We ensure timely delivery of projects through an in-house electronic project management system (Ruddr) detailing committed staff resources against live projects, proposals and personal development activities up to three months in advance. This enables us to forward plan resourcing on projects and mitigate against any potential risks to project delivery and quality assurance. As part of our weekly team meetings, we ensure that projects are resourced appropriately.
- Recruitment - We will work with Acumen, who hold ISO 20252 and with whom we have a long standing relationship. Our Project Manager will monitor recruitment at all times, ensuring that we are progressing according to the timetable and achieving the quotas required. Our Project Manager will immediately flag any recruitment risks with the FSA as they arise, present solutions and discuss and agree the appropriate course of action.
- Co-creation workshops and interviews - We are using a senior, experienced research team to ensure we conduct the research effectively, this includes a dedicated Design Researcher who will oversee the prototyping process. The team proposed for this project include many of the same researchers as were involved in our previous allergen communication projects, ensuring familiarity with the subject matter and context. We will use the Zoom platform for online workshops, given its familiarity to participants and range of design functionality that will meet the needs of the project.
- Deliverables - All outputs will be discussed and provisionally agreed at the set-up meeting. Basis Social will inform the FSA of developments in the study that may impact on deliverables and advise on solutions. All outputs are internally quality assured, with Darren Bhattachary reviewing materials before they are shared with the FSA. Our timetable factors in sufficient time and rounds of revisions for deliverables.

We are happy to comply with the Joint Code of Practice for Research and will ensure we have procedures in place to:

- Define and document **responsibilities** for each member of the team in relation to the project and ensure awareness of these responsibilities.
- Ensure we have the **competence** and skills required to complete the work, and we can provide evidence to this affect.
- Develop a clear, written **project plan** (in the form of a Project Initiation Document) that demonstrates key factors that will influence the project's success, and that risks have been considered and addressed.
- Have appropriate measures and planned processes in place to assure the **quality control** of the research undertaken.
- Fully comply with relevant **Health and Safety** regulatory requirements, including conducting specific risk assessment around face-to-face workshops.

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- Ensure our technical **facilities and equipment** work, and we have contingency plans in place in the event of any failure.
- Document the **procedures and methods** used in the research project, to provide a clear audit trail.
- Keep **research and work records** that promote the integrity and security of the study.
- Comply with all relevant environmental legislation for **our field-based research**.

B. ETHICS

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

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

The ethical issues associated with the research, include:

- the appropriateness of questions and methods involved to elicit information;
- the purposes to which data collected in the project will be used;
- privacy of the individuals involved;
- the security of sensitive and personal and/or business information;
- the discussion of experiences that may pose a risk of retraumatizing FHS consumers.

In our research design, we will be governed by the 5 principles detailed in the Ethical Assurance for Social Research in Government:

1. Sound application and conduct of social research methods and appropriate dissemination and utilisation of the findings.
2. Participation based on valid informed consent.
3. Enabling participation.
4. Avoidance of personal and social harm.
5. Non-disclosure of identity and personal information.

In terms of the research methods, as noted above, we adopt the highest standards of professional quality for our research methods and operate in accordance with ISO 20252. We will limit the collection of personal data only to those items that are necessary to the research purpose and ensure they are not used in any manner incompatible with these purposes. Through rigorous and transparent analytic procedures, we protect against distortion and bias in the interpretation of findings.

For informed consent, we will ensure consent is free (voluntary and able to be withdrawn at any time); specific (relating identified purposes); and informed (in full awareness of all relevant consequences of giving consent). We will adopt a rights-based approach to consent. This focuses on respect for individuals; ensures harm is not inflicted; and gives people the right to participate in and withdraw from research.

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For enabling participation, the primary barriers to participation relate to access to technology to take part, the time available for busy stakeholders or business owners, and language barriers for certain businesses. Respectively we will offer support for people to get online where needed (e.g. enabling internet access via a prepaid dongle), accommodating preferences for workshop timings and for site-visits with FBOs to minimize barriers to participate, and we can conduct research in community languages as required.

For avoidance of harm, whilst we will adopt stringent processes not to put people or businesses at harm because of participating in the research, there are risks. For example, we will discuss issues which potentially run the risk of retraumatizing participants, such as a parent recalling a serious food allergy incident involving their child. We will provide details of the research in the participant information sheet highlighting topic areas and potential sensitivity and can also provide signposting in any group session as required. For businesses, risks could involve us observing practices that may be in breach of FIC. While we are not in a position to raise these concerns with the FSA, we will routinely signpost the FBO to FSA advice and good practice at the end of the interview.

In terms of privacy, we describe in depth issues relating to the non-disclosure of personal information in the data protection section next.

Whist we will work to high ethical standards, we do not propose formal ethical approval for 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) 2018 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.

For the purposes of this study, the FSA will be the data controller and Basis the data processor. We have in place the human and technical resources to perform the contract to ensure compliance with the General Data Protection Regulation and to ensure the protection of the rights of data subjects. Our robust procedures follow both MRS and ESOMAR research codes and guidelines[12,13] and promote the confidentiality, integrity, availability and resilience of our processing systems and services. We regularly test, assess, and evaluate its effectiveness. Basis are Cyber Essentials accredited.

We would work with the FSA to support the completion of their Privacy Impact Assessment (PIA). This will include a review of the following:

- Ensuring it is clear our research is in the public interest
- Clarifying relationship and responsibilities between the Data Controller and the Processor

[12] Esomar (2016). Data Protection checklist https://www.esomar.org/uploads/public/knowledge-and-standards/codes-and-guidelines/ESOMAR-Data-Protection-Checklist_update-April-2016.pdf;
[13] MRS (2019). Code of Conduct. https://www.mrs.org.uk/pdf/MRS-Code-of-Conduct-2019.pdf

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- Providing information sheets and privacy notices to research participants
- Describing in detail how data will be used and processes for anonymisation
- Highlighting the rights of research subjects through the process, including then right to withdraw from the study.

We will limit the collection of personal data only to those items that are necessary to the research purpose and ensure they are not used in any manner incompatible with these purposes. We will highlight to participants all aspects of data collection across the process, both active and passive. We will obtain ongoing, active consent from every participant whose personal data are to be collected. Consent will be recorded and auditable.

At the recruitment stage, sample, personal data, and (for FBOs) firmographic information will be password-protected and securely transferred before being saved on our secure servers in accordance with ISO 20252. This information will be used for quota management and recruitment purposes only.

In addition to the above, photographic data will be collected. This will focus on the business premises and not include images of individuals. The images will be saved on our secure servers in accordance with ISO 20252. The data from each client is housed in its own folder on the server separate from other clients, and each project by that client is also segregated into its own folder so there is no merging of data. We will restrict folder access so that only staff working on this project can access the folder.

Quality procedures will be in place to ensure that all data collected is accurate, complete and up to date.

We comply with the rights of data subjects in respect of receiving privacy information, and access, rectification, deletion and portability of personal data. Personal data will be held no longer than is required for the project purposes, which will be defined with advice from the FSA. We will also have in place procedures for responding to requests from individuals about personal data we have collected, and will be able to do this within 10 days of any request.

For data processing, all data will be anonymized and analyzed at aggregate level. We have procedures to separately store or remove identifiers from data records once they are no longer needed. We maintain records of personal data processing activities.

Typically, to allow questions to be answered about how the research was conducted or about the results, including after the research project has been completed, primary records (data files, interview recordings, etc.) and copies of the final versions of all project documents or other records (such as analysis proformas) are retained as follows:

- Primary records: at least 12 months after project completion
- Other final versions of documents related to the research project: at least 24 months

Our preferred method of transferring sensitive data is via our SFTP. The SFTP server we use provides AES-256 bit server-side encryption on all data within the bucket. It protects data at rest. In order for anyone to connect to the SFTP server with the SFTP protocol, they have to enter an existing username and use the private key file stored on their computer. This key of course has to be copied and pasted into the server, which can only be done by our IT provider who has administrative access to AWS. Data protection in S3 (which holds

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the data) is backed by Amazon's SLA and is designed to provide 99.999% durability and availability. It is PCI-DSS and GDPR compliant, and HIPAA eligible. In this study, we will not transfer any personal data outside of the EU (and have protocols set up within the Zoom platform to ensure this).

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 part of our commitment to the environment, Basis Social confirms that the company and its employees are committed to:

- Integrating the consideration of environmental concerns and impacts into all of its decision making and activities
- Promoting environmental awareness amongst employees and encouraging them to work in an environmentally responsible manner
- Training, educating, and informing employees about environmental issues that may affect their work
- Reducing waste through re-use and recycling, and by purchasing recycled, recyclable, or refurbished products and materials where these alternatives are available, economical, and suitable
- Promoting efficient use of materials and resources throughout the office including water, electricity, raw materials and other resources, particularly those that are non-renewable
- Purchasing and using environmentally responsible products accordingly
- Striving to continually improve our environmental performance and to minimise the social impact and damage of activities by periodically reviewing our environmental policy in light of our current and planned future activities
- Beginning the journey towards net-zero and reducing our carbon footprint by conducting a Corporate Carbon Footprint to identify our carbon hotspots and targets to reduce our climate impact
- We also adopt a range of polices across our work, including safeguards around:
- Anti-slavery and human trafficking
- Equal opportunities
- Bullying, harassment and victimisation
- Labour standards
- Anti-bribery
- Whistleblowing
- Health and safety

Basis does not hold any Environmental Certification. We have environmental management systems in place to support waste disposal, carbon emission reduction and choice of suppliers and clients. Details are included in our Environmental Policy, which has previously been submitted to the FSA.

Around one-third of Basis Social's current projects relate to policy interventions to decarbonise the UK. We

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have started the journey to put in place our long-term commitments in reducing our environmental impact, educate and engage our staff and our supply chain, and embed good green practices within our business operations, working towards a more sustainable future.

In December 2021, we produced our first Carbon Reduction Plan (CRP) report. This showed our total current carbon emissions as being 68,000 kgCO2e. We have commissioned the services of an environmental consultant to assist with the finalised report and the proposed targets for making reductions. The final CRP report is accessible via our company website. Through the development of the CRP report, twice yearly we will set objectives and take action to reduce our environmental impact, year on year at the minimum.

We are fully committed to reducing our carbon footprint over the course of this contract. Specific actions that we take include:

- Designated Environmental Officer, who has played a key role in building our Environmental Policy and ensuring all employees are educated and engaged in the commitments specified
- Applying the 5 B Corp Practices for small businesses: Governance, Workers, Community, Environment and Customers. The framework helping us to ensure that we review sustainability from a 360 degree perspective
- Reviewing interactions through a sustainability lens and working with suppliers who also have a net-zero target in place. Collaborating where possible to reduce emissions collectively
- Encouraging hybrid commercial office usage to maximise space and minimise energy usage (including through minimising commuting)
- We operate a largely 'digital first' approach to fieldwork, client and stakeholder engagement. For the face-to-face fieldwork for this study, travel will be via public transport
- Recycling bins are available on every floor. All printer cartridges are placed in special recycling bags and collected accordingly. Electrical items to be disposed of are recycled/ donated to hardware recycling companies wherever possible
- We have implemented eco-friendly changes in the office including single-use-plastic free and locally sourced food for in-office lunches
- The office lighting is on a timer and each room's lighting automatically turns off after 20 minutes of inactivity. The air conditioning/ heating is set to automatically turn off at the end of each day, as well as several points during the day for meeting rooms
- Actively championing cycling to work, including offering the Green Commute Initiative (GCI) Cycle to Work scheme with no limit. This means any bike, any price. The scheme applies to all employees, regardless of mobility and is applicable for specialist or adapted cycles. We also provide secure bike storage

Our Environmental Officer plays a key role in educating and engaging our employees and suppliers. As part of the onboarding process all new employees sign up to the commitments enclosed within our Environmental Policy.

More generally, Basis Social is committed to working in partnership with new businesses, supporting others to develop skills, as well as increasing supply chain resilience. Our supply chain management is governed by a

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thorough and vigorous system which is regularly updated and assessed on a number of key metrics including organisation category (Start-up, SME, VCSE and mutuals), locality and regional diversity, as well as quarterly total spend. In advance of commissioning any new supplier relationship, the system is reviewed as the first stage before progressing. To ensure fairness, we obtain three quotes at a minimum for all opportunities. Since setting up in the business, we are proud that over half of our revenues have gone to supporting other small businesses and charities, including those that support representation of under-represented groups, including those with protected characteristics and disabilities.

E. DISSEMINATION AND EXPLOITATION

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 main research outputs from this study are:

- Interim findings report from the review
- Interim findings report from the design and user stage
- A finalised report containing research findings with standalone summary, in a 1-3-25 style to include:
    - Principles for designing written and verbal communications to consumers across touchpoints
- A design for a sign prompting consumers to disclose FHS requirements
- A design for how to communicate allergen information on written materials, including menus, matrices and point of food service
- A technical report
- Finalised presentation slide deck for FSA stakeholders, and the presentation of findings.

We would be happy to support the dissemination at two further events pro bono.

As mentioned, we would like to keep a blog of the approach, which may also provide a resource the FSA can use for deimmunisation processes.

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The rights to IP generated through the study in terms of creative content (such as messaging, signage, menu icons etc.), would be owned by the FSA.

ADDITIONAL SUPPORTING DOCUMENTS

Please note that any additional documents in support of the on-line application, as well as the Gant/PERT charts requested for the Project Plan section, should be zipped into a single file (using WinZip). These should then be uploaded to the e-sourcing portal, Atamis in to the technical envelope. Each supporting document should be clearly marked with the following details:

- the tender reference number,
- the tender title,
- the name of the lead applicant submitting the proposal and
- the part number and title to which the supporting evidence appertains (e.g. Part 3 Deliverables)

Post Tender Clarifications

We agree with the need to test people's cognitive and emotional responses to the communications materials and propose the following changes to the ethnographic stage of the research with FBOs, to also include interviews directly with FHS consumers.

As part of this, we also discuss how the requirement to test written allergen information on the 14 allergens can be met.

Before detailing changes to the approach, please note that the co-design and testing phase with FHS consumers will uncover cognitive and emotional responses to the materials, albeit it a workshop setting. Nonetheless, testing in-situ is likely to provide greater insight into how the materials may work in real life.

Considerations

Testing written communications materials in situ with FHS consumers is challenging. There are several ethical and practical considerations that we have borne in mind when revising our approach, including:

- risks to FHS consumers as a result of participating in the research
- the impact of the research materials on the FBO's business operations or trade
- the need to engage FHS consumers in as close to real life settings as possible
- the need to explore emotional responses and cognitive responses to materials in the moment (to minimise responses being post rationalised)

Factoring in these considerations we propose the following approach.

1. **Reducing the FBO sample size**

In our original proposal, we proposed undertaking an ethnographic exercise with 5 FBOs. We propose reduce this to 2 FBOs. This will allow us to work with these FBOs in greater depth and adapt our approach to minimise any disruption. Importantly, it will also enable us to produce written communication materials that are bespoke to each FBO. For example, this could include designing a menu or food allergy matrix using the FBO's brand imagery, as well as showing the allergen details for specific foods served by the FBO during the fieldwork period. As per our original proposal, we would also ask the FBO to display a sign requesting that consumers disclose any allergy requirements. We do not propose to provide materials that demonstrate allergen requirements has been met.

2. **Recruiting 8 FHS consumers**

To test written materials in situ, we propose recruiting 8 FHS consumers. Participants will reflect the FHS consumer sample shown in our original proposal (see table 2, pp. 13-14). However, due to safety and ethical considerations, we do not propose to involve participants who have a severe food allergy and where there is a risk of anaphylaxis. We will undertake a risk assessment as part of our research process (including discussing HACCP controls with the restaurant) and will also ensure that consent and information forms reflect this assessment. We propose to split the FHS consumer sample, with 4 participants visiting and testing materials in each FBO. Consequently, each group of 4 FHS consumers will need to be recruited from the area local to their respective FBO.

3. **Using an accompanied interview approach with FHS consumers**

Our team considered several approaches for the in-situ consumer testing stage, from intercept interviews with existing FBO customers who have a food hypersensitivity, to 'hall test' approaches where we would simulate a dining experience. We rejected these approaches due to the various consideration factors outlined above.

Rather, we propose to conduct an accompanied interview, undertaken with the FHS consumer during the meal (the researcher will dine with them). This approach will also allow us to combine both observational and interview techniques during the research. It will also allow us to explore the emotional and cognitive reactions to written materials in the moment, and in as close to real life setting as possible.

Overall, we are keen to minimise the effect of the research on FHS consumer responses. Consequently, we will frame the research as being concerned with understanding the experiences and needs of consumers with a food hypersensitivity when eating out (rather than explicitly mentioning that we will test written communication materials).

We envisage the interview process as follows:

- Observation of how the FHS consumer is welcomed to the restaurant

- Observation of whether the sign requesting that consumers to disclose any allergy requirements is noticed.
- Discussion with the FHS consumer about their life.
- Observation of whether allergy needs were first mentioned by either the consumer or staff at point of service.
- Observation of how written allergen communication materials (e.g. menu or matrix) was provided, and any verbal description of the materials [if such materials are not provided, we will request them. We will also ask staff to leave a copy of the materials on the table].
- [At point of ordering] Initial reactions to the written communication materials, via observation and direct questioning.
- [At point of ordering] Discussion of how easy it is for the FHS consumer to find a dish that they feel meets their dietary needs; observation of any addition conversation or checks with the staff.
- [While food is being prepared] Discussion of different eating out experiences and how they compare.
- [At point of food service] Observation of how food was served, including the extent to which there is confirmation that allergen requirements have been met; discussion of how reassured the consumer feels and why.
- [During the meal, and using the materials as stimulus] To discuss in detail the communications materials, asking the consumer how they made their choices, what they understood by the words or icons on the materials, ease of use, any concerns or additional information needs they had.
- [During the meal] Discussion of whether the sign asking people to disclose allergen requirements was noticed, how they feel about the message and design and so on.
- [Post meal] Discussion of the overall dining experience, and how different service aspects [greeting, signage, menu, verbal checks etc] worked together.

While the interview will be recorded, it is likely that background noise will significantly affect the sound quality. Consequently, detailed field notes will also be prepared after the interview.

4. Retaining an ethnographic and interview approach with FBO

As per our original proposal, we believe there is still merit in observing interactions in the restaurant (to help validate emerging hypotheses from the FHS consumer research), before interviewing the FBO owner/manager. The interview with the FBO will explore how the sign and menu worked in practice, the perceived impacts on staff and customers, and what could be improved. This interview will be audio recorded and fully analysed.

Cost and time implications

To accommodate the costs associated with the changes to our design within your budget, we will need to reduce other proposal costs, as well as repurpose resources and time.

Specifically, we will:

- Use the time allocated for our designers during the v2 prototyping stage (see p.19 of our proposal) to produce a sign, plus written communication materials tailored to the FBOs where the testing will be undertaken.
- Reduce the payment for experts to £500 overall (this may impact on our ability to recruit certain experts, which we welcome discussing with you).
- Reduce the number of participants in the expert and FHS consumer co-creation workshops to 12 people per workshop, with quotas reduced pro rata[1].
- Reduce the time spent on the prior research review by 1 day (to a total of 5 days), by limiting our analysis of our pre-existing proformas to the following sources:
    - Interviews with 62 SME FBOs on PAL and wider allergen communication
    - Auto-ethnography, groups and co-creation exercises with 30 consumers on PAL communications
    - Interviews and ethnographic work with 40 SMEs on allergen information provision in the non-prepacked food sector
- Reduce the number of FBOs in the testing stage to 2, saving recruitment, incentives and travel costs.

The cost increases associated with in-situ testing with 8 FHS consumers, include:

- Recruitment and incentives
- Cost for the meals
- Research design (+1 day)
- Project Management including the drafting of consent and information forms (+1 day)
- Fieldwork, analysis and reporting (+4 days)

The overall net impact of these changes is neutral, with the total project costs remaining at £70,000 (ex Vat). Cost details are shown in our updated in commercial template, which we have attached.

The total time for team members is as follows:

Name and Role of Person where known/ Role of person to be recruited	Working hours per staff member on this project
[redacted]	6.5 days
	16 days
	11 days
	11 days
	9 days
	18 days
	4 days
	3 days
	3 days
	8 days
Total staff effort	**89.5 days**

We do not anticipate any impacts on the overall timings for the research, as the in-situ testing with consumers will be undertaken between 22-February and 2-March-2024, as per our original proposal for testing with FBOs.

I hope this answers the questions from the FSA team. We would really like to work on this project and are happy to provide further information if required.

Yours sincerely

[redacted]

VI. Short form Terms ("Conditions")

1. Definitions used in the Contract

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

"Affiliates"	in relation to a body corporate, any other entity which directly or indirectly Controls (in either of the senses defined in sections 450 and 1124 of the Corporation Tax Act 2010 and "**Controlled**" shall be construed accordingly), is Controlled by, or is under direct or indirect common Control of that body corporate from time to time;
"Audit"	the Buyer's right to: (a) verify the accuracy of the Charges and any other amounts payable by the Buyer under the Contract (including proposed or actual variations to them in accordance with the Contract); (b) verify the costs of the Supplier (including the costs of all Subcontractors and any third party suppliers) in connection with the provision of the Deliverables; (c) verify the Supplier's and each Subcontractor's compliance with the applicable Law; (d) identify or investigate actual or suspected breach of clauses 4 to 35, impropriety or accounting mistakes or any breach or threatened breach of security and in these circumstances the Buyer shall have no obligation to inform the Supplier of the purpose or objective of its investigations; (e) identify or investigate any circumstances which may impact upon the financial stability of the Supplier and/or any Subcontractors or their ability to provide the Deliverables; (f) obtain such information as is necessary to fulfil the Buyer's obligations to supply information for parliamentary, ministerial, judicial or administrative purposes including the supply of information to the Comptroller and Auditor General; (g) review any books of account and the internal contract management accounts kept by the Supplier in connection with the Contract; (h) carry out the Buyer's internal and statutory audits and to prepare, examine and/or certify the Buyer's annual and interim reports and accounts;

	(i) enable the National Audit Office to carry out an examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Buyer has used its resources;
"Buyer"	the person named as Buyer in the Order Form. Where the Buyer is a Crown Body the Supplier shall be treated as contracting with the Crown as a whole;
"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;
"Central Government Body"	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"	the charges for the Deliverables as specified in the Order Form;
"Claim"	any claim which it appears that the Buyer is, or may become, entitled to indemnification under this Contract;
"Compliance Officer"	the person(s) appointed by the Supplier who is responsible for ensuring that the Supplier complies with its legal obligations;
"Conditions"	means these short form terms and conditions of contract;
"Confidential Information"	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;
"Conflict of Interest"	a conflict between the financial or personal duties of the Supplier or the Supplier Staff and the duties owed to the Buyer under the Contract, in the reasonable opinion of the Buyer;

"Contract"	the contract between (i) the Buyer and (ii) the Supplier which is created by the Supplier's counter signing the Order Form and includes the cover letter (if used), Order Form, these Conditions and the Annexes;
"Controller"	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;
"Crown Body"	the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Government and the National Assembly for Wales), including, but not limited to, government ministers and government departments and particular bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;
"Data Loss Event"	any event that results, or may result, in unauthorised access to Personal Data held by the Processor 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 Protection Impact Assessment"	an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data;
"Data Protection Legislation"	(a) the UK GDPR, (b) the DPA 2018; (c) all applicable Law about the processing of personal data and privacy and guidance issued by the Information Commissioner and other regulatory authority; and (d) (to the extent that it applies) the EU GDPR (and in the event of conflict, the UK GDPR shall apply);
"Data Protection Liability Cap"	has the meaning given to it in row 13 of the Order Form;
"Data Protection Officer"	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;
"Data Subject"	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;
"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;
"Date of Delivery"	that date by which the Deliverables must be Delivered to the Buyer, as specified in the Order Form;
"Deliver"	hand over of 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 4.2. **"Delivered"** and

	"Delivery" shall be construed accordingly;
"Deliverables"	means the Goods and/or Services to be supplied under the Contract as set out in the Order Form;
"DPA 2018"	the Data Protection Act 2018;
"EU"	the European Union;
"EU GDPR"	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 the processing of personal data and on the free movement of such data (General Data Protection Regulation) as it has effect in EU law;
"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"	the date for expiry of the Contract as set out in the Order Form;
"FOIA"	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, circumstance, matter or cause affecting the performance by either the Buyer or the Supplier of its obligations arising from: (a) acts, events, omissions, happenings or non-happenings beyond the reasonable control of the Party seeking to claim relief in respect of a Force Majeure Event (the "**Affected Party**") which prevent or materially delay the Affected Party from performing its obligations under the Contract; (b) riots, civil commotion, war or armed conflict, acts of terrorism, nuclear, biological or chemical warfare; (c) acts of a Crown Body, local government or regulatory bodies; (d) fire, flood or any disaster; or (e) an industrial dispute affecting a third party for which a substitute third party is not reasonably available 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, and which is not attributable to any wilful act, neglect or failure to take reasonable preventative action by that Party;
"Goods"	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 Controller;
"Independent Controller"	a party which is Controller of the same Personal Data as the other Party and there is no element of joint control with regards to that Personal Data;
"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; (b) where that person is a company, LLP or a partnership, 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); (c) if an administrator or administrative receiver is appointed in respect of the whole or any part of the person's assets or business; (d) if the person makes any composition with its creditors; or (e) 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;
"IP Completion Day"	has the meaning given to it in the European Union (Withdrawal Agreement) Act 2020;
"Joint Controller Agreement"	the agreement (if any) entered into between the Buyer and the Supplier substantially in the form set out in *Part B – Joint Controller Agreement* of Annex 1 – *Processing Personal Data*;
"Joint Controllers"	Where two or more Controllers jointly determine the purposes and means of processing;
"Key Staff"	any persons specified as such in the Order Form or otherwise notified as such by the Buyer to the Supplier in writing, following agreement to the same by the Supplier;
"Law"	any law, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, bye-law, right within the meaning of the European Union (Withdrawal) Act 2018 as amended by European Union (Withdrawal Agreement) Act 2020, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body with which the Supplier is bound to comply;
"Month"	a calendar month and "**Monthly**" shall be interpreted accordingly;
"National Insurance"	contributions required by the Social Security Contributions and Benefits Act 1992 and made in accordance with the Social Security (Contributions) Regulations 2001 (SI 2001/1004);
"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;
"New IPR Items"	means a deliverable, document, product or other item within which New IPR subsists;
"Open Licence"	means any material that is published for use, with rights to access and modify, by any person for free, under a

	generally recognised open licence including Open Government Licence as set out at http://www.nationalarchives.gov.uk/doc/open-government-licence/version/3/ and the Open Standards Principles documented at https://www.gov.uk/government/publications/open-standards-principles/open-standards-principles;
"Order Form"	the order form signed by the Buyer and the Supplier printed above these 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 UK GDPR or the EU GDPR as the context requires;
"Personal Data Breach"	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires and includes any breach of Data Protection Legislation relevant to Personal Data processed pursuant to the Contract;
"Prescribed Person"	a legal adviser, an MP or an appropriate body which a whistle-blower may make a disclosure to as detailed in 'Whistleblowing: list of prescribed people and bodies', 24 November 2016, available online at: https://www.gov.uk/government/publications/blowing-the-whistle-list-of-prescribed-people-and-bodies--2/whistleblowing-list-of-prescribed-people-and-bodies as updated from time to time;
"Processor"	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;
"Processor Personnel"	all directors, officers, employees, agents, consultants and suppliers of the Processor and/or of any Subprocessor engaged in the performance of its obligations under the Contract;
"Protective Measures"	technical and organisational measures which must take account of: (a) the nature of the data to be protected; (b) harm that might result from Data Loss Event; (c) state of technological development; (d) the cost of implementing any measures; including 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;
"Purchase Order Number" or "PO Number"	the Buyer's unique number relating to the order for Deliverables to be supplied by the Supplier to the Buyer in accordance with the Contract;
"Rectification Plan"	the Supplier's plan (or revised plan) to rectify its material default which shall include: (a) full details of the material default that has occurred, including a root cause analysis; (b) the actual or anticipated effect of the material default; and (c) the steps which the Supplier proposes to take to rectify the material default (if applicable) and to prevent such material default from recurring, including timescales for such steps and for the rectification of the material default (where applicable);
"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"	the services to be supplied by the Supplier to the Buyer under the Contract;
"Specification"	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 Vetting Procedures"	vetting procedures that accord with Good Industry Practice or, where applicable, the Buyer's procedures or policies for the vetting of personnel as specified in the Order Form or provided to the Supplier in writing following agreement to the same by the Supplier from time to time;
"Start Date"	the start date of the Contract set out in the Order Form;
"Sub-Contract"	any contract or agreement (or proposed contract or agreement), other than the Contract, pursuant to which a third party: (a) provides the Deliverables (or any part of them);

	(b) provides facilities or services necessary for the provision of the Deliverables (or any part of them); and/or (c) is responsible for the management, direction or control of the provision of the Deliverables (or any part of them);
"Subcontractor"	any person other than the Supplier, who is a party to a Sub-Contract and the servants or agents of that person;
"Subprocessor"	any third party appointed to process Personal Data on behalf of the Processor related to the Contract;
"Supplier"	the person named as Supplier in the Order Form;
"Supplier Staff"	all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any Subcontractor of the Supplier engaged in the performance of the Supplier's obligations under the Contract;
"Transparency Information"	In relation to Contracts with a value above the relevant threshold set out in Part 2 of the Regulations only, the content of the Contract, including any changes to this Contract agreed from time to time, as well as any information relating to the Deliverables and performance pursuant to the Contract required to be published by the Buyer to comply with its transparency obligations, including those set out in Public Procurement Policy Note 09/21 (update to legal and policy requirements to publish procurement information on Contracts Finder) (https://www.gov.uk/government/publications/ppn-0921-requirements-to-publish-on-contracts-finder) and Public Procurement Policy Note 01/17 (update to transparency principles) where applicable (https://www.gov.uk/government/publications/procurement-policy-note-0117-update-to-transparency-principles) except for: (a) any information which is exempt from disclosure in accordance with the provisions of the FOIA, which shall be determined by the Buyer; and (b) Confidential Information;
"Term"	the period from the Start Date to the Expiry Date as such period may be extended in accordance with clause 11.2 or terminated in accordance with the Contract;
"Third Party IPR"	intellectual property rights owned by a third party which is or will be used by the Supplier for the purpose of providing the Deliverables;
"UK GDPR"	has the meaning as set out in section 3(10) of the DPA

	2018, supplemented by section 205(4);
"VAT"	value added tax in accordance with the provisions of the Value Added Tax Act 1994;
"Worker"	any one of the Supplier Staff which the Buyer, in its reasonable opinion, considers is an individual to which Procurement Policy Note 08/15 (Tax Arrangements of Public Appointees) (https://www.gov.uk/government/publications/procurement-policynote-0815-tax-arrangements-of-appointees) applies in respect of the Deliverables; and
"Working Day"	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 Conditions;

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

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

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

2.5 the singular includes the plural and vice versa;

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

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

2.8 any reference which, immediately before IP Completion Day (or such later date when relevant EU law ceases to have effect pursuant to section 1A of the European Union (Withdrawal) Act 2018), is a reference to (as it has effect from time to time):

(a) any EU regulation, EU decision, EU tertiary legislation or provision of the EEA agreement ("**EU References**") which is to form part of domestic law by application of section 3 of the European Union (Withdrawal) Act 2018 and which shall be read on and after IP Completion Day as a reference to the EU References as they form part of domestic law by virtue of section 3 of the European Union (Withdrawal) Act 2018 as modified by domestic law from time to time; and

(b) any EU institution or EU authority or other such EU body shall be read on and after IP Completion Day as a reference to the UK institution, authority or body to which its functions were transferred.

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 (if any) 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, the tender in Annex 4 – Supplier Tender (where applicable) and the Contract; (ii) using reasonable skill and care; (iii) using Good Industry Practice; (iv) using its own policies, processes and internal quality control measures as long as they don't conflict with the Contract; (v) on the dates agreed; and (vi) that comply with all Law.

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

4.2 Goods clauses

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

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

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

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

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

(f) The Supplier must Deliver the Goods on the date and to the location specified in the Order Form, during the Buyer's working hours (unless otherwise specified in the Order Form).

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

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

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

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

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

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

(m) The Buyer will not be liable for any actions, claims, costs and expenses incurred by the Supplier or any third party during Delivery of the Goods unless and to the extent that it is caused by negligence or other wrongful act of the Buyer or its servant or agent. If the Buyer suffers or incurs any damage or injury (whether fatal or otherwise) occurring in the course of Delivery or installation then the Supplier shall indemnify the Buyer from any losses, charges, costs or expenses which arise as a result of or in connection with such damage or injury where it is attributable to any act or omission of the Supplier or any of its Subcontractors or Supplier Staff.

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 the security requirements (where any such requirements have been provided).

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

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

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

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

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

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

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

5. Pricing and payments

5.1 In exchange for the Deliverables, the Supplier must invoice the Buyer for the charges in the Order Form.

5.2 All Charges:

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

(b) include all costs and expenses 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 invoice or 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; and

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

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 37.

5.6 The Buyer may retain or set-off payment of any amount owed to it by the Supplier under this Contract or any other agreement between the Supplier and the Buyer 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; and

(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; and

(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 7 years after the date of expiry or termination of the Contract and in accordance with the UK GDPR or the EU GDPR as the context requires.

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

7.4 During an Audit, the Supplier must provide information to the auditor and reasonable co-operation at their request.

7.5 The Parties will bear their own costs when an Audit is undertaken unless the Audit identifies a material default by the Supplier, in which case the Supplier will repay the Buyer's reasonable costs in connection with the Audit.

7.6 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; and

(c) provide a deadline for completing the corrective action.

7.7 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; and

(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).

7.8 If there is a material default, the Supplier must notify the Buyer within 3 Working Days of the Supplier becoming aware of the material default. The Buyer may request that the Supplier provide a Rectification Plan within 10 Working Days of the Buyer's request alongside any additional documentation that the Buyer requires. Once such Rectification Plan is agreed between the Parties (without the Buyer limiting its rights) the Supplier must immediately start work on the actions in the Rectification Plan at its own cost.

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 in accordance with the Staff Vetting Procedures; and

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

8.2 Where the 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 29.1 to 29.3 .

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 or engaged 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 (if any) as Key Staff in the Order Form or otherwise notified as such by the Buyer to the Supplier in writing, following agreement to the same by the Supplier to provide the Deliverables and shall not remove or replace any of them unless:

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

(b) the person concerned resigns, retires or dies or is on parental 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.

8.7 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.

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) all necessary rights, authorisations, licences and consents (including in relation to IPRs) are in place to enable the Supplier to perform its obligations under the Contract and the Buyer to receive the Deliverables;

(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 3.3 and 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; and

(b) non-payment by the Supplier of any tax or National Insurance.

9.4 If the Supplier becomes aware of a representation or warranty made in relation to the Contract 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 the Buyer and its sub-licensees to both:

(a) receive and use the Deliverables; and

(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 and the New IPR which the Supplier reasonably requires for the purpose of fulfilling its obligations during the Term or using or exploiting the New IPR developed under the Contract.

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; and

(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.

10.7 The Supplier shall not use in the Delivery of the Deliverables any Third Party IPR unless it has notified the Buyer that the owner or an authorised licensor of the relevant Third Party IPR will grant a direct licence to the Buyer for the Third Party IPR and that licence has been granted. The Buyer, in its absolute discretion, shall have 10 Working Days following the Supplier's notification to reject the grant of the licence. If the Supplier cannot obtain for the Buyer a licence in respect of any Third Party IPR, for whatever reason, the Supplier shall:

(a) notify the Buyer in writing; and

(b) use the relevant Third Party IPR only if the Buyer has provided authorisation in writing, with reference to the acts authorised and the specific intellectual property rights involved.

10.8 In spite of any other provisions of the Contract and for the avoidance of doubt, award of this Contract by the Buyer and the ordering of any Deliverable under it does not constitute an authorisation by the Crown under Sections 55 and 56 of the Patents Act 1977, Section 12 of the Registered Designs Act 1949 or Sections 240 – 243 of the Copyright, Designs and Patents Act 1988.

11. Ending the contract

11.1 The Contract takes effect on the Start Date and ends on the earlier of the Expiry Date 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(a)(ii) to 11.5(a)(viii) 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) 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) 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 Supplier or its affiliates embarrass or bring the Buyer into disrepute or diminish the public trust in them; or

(vii) the Supplier fails to comply with its legal obligations in the fields of environmental, social, equality or employment Law when providing the Deliverables.

(b) The Buyer also has the right to terminate the Contract in accordance with clauses 7.7(b), 21.3, 29.4(b), 34.3 and Paragraph 8 of *Part B – Joint Controller Agreement* of Annex 1 – *Processing Personal Data* (if used).

(c) If any of the events in 73(1) (a) or (b) of the Regulations happen, the Buyer has the right to immediately terminate the Contract and clause 11.5(a)(ii) to 11.5(a)(viii) applies.

11.5 **What happens if the Contract ends (Buyer termination)**

(a) Where the Buyer terminates the Contract under clause 11.4(a), 7.7(b), 29.4(b), or Paragraph 8 of *Part B – Joint Controller Agreement* of Annex 1 – *Processing Personal Data* (if used), all of the following apply:

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

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

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

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

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

(vi) 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;

(vii) the Supplier must repay to the Buyer all the Charges that it has been paid in advance for Deliverables that it has not provided as at the date of termination or expiry; and

(viii) the following clauses survive the termination of the Contract: 4.2(j), 7, 8.5, 10, 12, 14, 15, 16, 19, 20, 37 and 38 and any clauses which are expressly or by implication intended to continue.

11.6 **When the Supplier can end the Contract and what happens when the contract ends (Buyer and Supplier termination)**

(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) Where the Buyer terminates the Contract in accordance with clause 11.3 or the Supplier terminates the Contract under clause 11.6(a) or 24.4:

(i) the Buyer must promptly pay all outstanding charges incurred by 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; and

(iii) clauses 11.5(a)(ii) to 11.5(a)(viii) apply.

(c) The Supplier also has the right to terminate the Contract in accordance with Clauses 21.3 and 24.4.

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 26) any necessary variation required by clause 11.7, but the Supplier may not either:

(i) reject the variation; or

(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; and/or

(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; or

(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 8.5, 9.3(b), 10.5, or 33.2(b).

12.5 Notwithstanding clause 12.1, but subject to clauses 12.1 and 12.3, the Supplier's total aggregate liability under clause 14.7(e) shall not exceed the Data Protection Liability Cap.

12.6 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.

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

13. Obeying the Law

13.1 The Supplier must, in connection with provision of the Deliverables:

(a) comply and procure that its Subcontractors comply with the Supplier Code of Conduct: (https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/779660/20190220-Supplier_Code_of_Conduct.pdf) as such Code of Conduct may be updated from time to time, and such other sustainability requirements as set out in the Order Form;

(b) comply with the provisions of the Official Secrets Acts 1911 to 1989 and section 182 of the Finance Act 1989;

(c) support the Buyer in fulfilling its Public Sector Equality duty under section 149 of the Equality Act 2010;

(d) comply with the model contract terms contained in Example 1 of Annex C of the guidance to PPN 05/19 (Tackling Modern Slavery in Government Supply Chains) shall apply to the Contract, as such clauses may be amended or updated from time to time; and

(e) 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 28 to 35.

14. Data Protection

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

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

14.3 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 (where any such requirements have been provided).

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

14.5 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 5 Working Days from the date that the Buyer receives notice, or the Supplier finds out about the issue, whichever is earlier; and/or

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

14.6 The Supplier must pay each Party's reasonable costs of complying with clause 14.5 unless the Buyer is at fault.

14.7 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; and

(e) indemnifies the Buyer against any and all losses incurred if the Supplier breaches clause 14 or any Data Protection Legislation.

14.8 The Parties acknowledge that for the purposes of the Data Protection Legislation, the nature of the activity carried out by each of them in relation to their respective obligations under the Contract dictates the status of each party under the DPA 2018. A Party may act as:

(a) “Controller” in respect of the other Party who is “Processor”;

(b) “Processor” in respect of the other Party who is “Controller”;

(c) “Joint Controller” with the other Party;

(d) “Independent Controller” of the Personal Data where the other Party is also “Controller”,

in respect of certain Personal Data under the Contract and shall specify in Part A - *Authorised Processing Template* of Annex 1 – *Processing Personal Data* which scenario they think shall apply in each situation.

14.9 **Where one Party is Controller and the other Party its Processor**

(a) Where a Party is a Processor, it must only process Personal Data if authorised to do so in Part A - *Authorised Processing Template* of Annex 1 – *Processing Personal Data* by the Controller. Any further written instructions relating to the processing of Personal Data are incorporated into Part A - *Authorised Processing Template* of Annex 1 – *Processing Personal Data*.

(b) The Processor must give all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment before starting any processing, including:

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

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

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

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

(c) The Processor must notify the Controller immediately if it thinks the Controller's instructions breach the Data Protection Legislation.

(d) The Processor must put in place appropriate Protective Measures to protect against a Data Loss Event which must be approved by the Controller.

(e) If lawful to notify the Controller, the Processor must promptly notify the Controller if the Processor is otherwise required to process Personal Data by Law before processing it.

(f) The Processor must use all reasonable endeavours to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:

(i) are aware of and comply with the Processor's duties under this clause 14;

(ii) are subject to appropriate confidentiality undertakings with the Processor or any Subprocessor;

(iii) 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 Controller or as otherwise allowed by the Contract; and

(iv) have undergone adequate training in the use, care, protection and handling of Personal Data.

(g) Where the Personal Data is subject to UK GDPR, the Processor must not transfer Personal Data outside of the UK unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:

(i) the transfer is in accordance with Article 45 of the UK GDPR (or section 73 of DPA 2018); or

(ii) the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with UK GDPR Article 46 or section 75 of the DPA 2018) as determined by the Controller which

could include relevant parties entering into the International Data Transfer Agreement (the "**IDTA**"), or International Data Transfer Agreement Addendum to the European Commission's SCCs (the "**Addendum**"), as published by the Information Commissioner's Office from time to time as well as any additional measures determined by the Controller;

(iii) the Data Subject has enforceable rights and effective legal remedies when transferred;

(iv) the Processor meets its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and

(v) the Processor complies with the Controller's reasonable prior instructions about the processing of the Personal Data.

(h) Where the Personal Data is subject to EU GDPR, the Processor must not transfer Personal Data outside of the EU unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:

(i) the transfer is in accordance with Article 45 of the EU GDPR; or

(i) the Controller or Processor has provided appropriate safeguards in relation to the transfer in accordance with Article 46 of the EU GDPR as determined by the Controller which could include relevant parties entering into Standard Contractual Clauses in the European Commission's decision 2021/914/EU or such updated version of such Standard Contractual Clauses as are published by the European Commission from time to time as well as any additional measures determined by the Controller;

(ii) the Data Subject has enforceable rights and effective legal remedies;

(iii) the Processor complies with its obligations under the EU GDPR by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Controller in meeting its obligations); and

(iv) the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the processing of the Personal Data.

(j) The Processor must notify the Controller immediately if it:

(i) receives a Data Subject Access Request (or purported Data Subject Access Request);

(ii) receives a request to rectify, block or erase any Personal Data;

(iii) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;

(iv) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Contract;

(v) 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; and

(vi) becomes aware of a Data Loss Event.

(k) Any requirement to notify under clause (j) includes the provision of further information to the Controller in stages as details become available.

(i) The Processor must promptly provide the Controller with full assistance in relation to any Party's obligations under Data Protection Legislation and any complaint, communication or request made under clause (j). This includes giving the Controller:

(ii) full details and copies of the complaint, communication or request;

(iii) reasonably requested assistance so that it can comply with a Data Subject Access Request within the relevant timescales in the Data Protection Legislation;

(iv) any Personal Data it holds in relation to a Data Subject on request;

(v) assistance that it requests following any Data Loss Event; and

(vi) assistance that it requests relating to a consultation with, or request from, the Information Commissioner's Office or any other regulatory authority.

(l) The Processor must maintain full, accurate records and information to show it complies with this clause 14. This requirement does not apply where the Processor employs fewer than 250 staff, unless either the Controller determines that the processing:

(i) is not occasional;

(ii) includes special categories of data as referred to in Article 9(1) of the UK GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the UK GDPR; or

(iii) is likely to result in a risk to the rights and freedoms of Data Subjects.

(m) The Parties shall designate a Data Protection Officer if required by the Data Protection Legislation.

(n) Before allowing any Subprocessor to process any Personal Data, the Processor must:

(i) notify the Controller in writing of the intended Subprocessor and processing;

(ii) obtain the written consent of the Controller;

(iii) enter into a written contract with the Subprocessor so that this clause 14 applies to the Subprocessor; and

(iv) provide the Controller with any information about the Subprocessor that the Controller reasonably requires.

(o) The Processor remains fully liable for all acts or omissions of any Subprocessor.

(p) At any time the Buyer can, with 30 Working Days' notice to the Supplier, change this clause 14 to replace it with any applicable standard clauses (between the controller and processor) or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to the Contract).

(q) The Parties agree to take account of any non-mandatory guidance issued by the Information Commissioner's Office or any other regulatory authority.

14.10 **Joint Controllers of Personal Data**

In the event that the Parties are Joint Controllers in respect of Personal Data under the Contract, the Parties shall implement paragraphs that are necessary to comply with UK GDPR Article 26 based on the terms set out in *Part B – Joint Controller Agreement* of Annex 1 – *Processing Personal Data*.

14.11 **Independent Controllers of Personal Data**

In the event that the Parties are Independent Controllers in respect of Personal Data under the Contract, the terms set out in Part C – *Independent Controllers* of Annex 1 – *Processing Personal Data* shall apply to this Contract.

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; and

(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, a regulatory body or 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) on a confidential basis, 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; and

(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 shall remain responsible at all times for compliance with the confidentiality obligations set out in this Contract by the persons to whom disclosure has been made.

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; and

(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 Transparency Information, and 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 endeavours 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 In accordance with a reasonable timetable and in any event within 5 Working Days of a request from the Buyer, the Supplier must give the Buyer full co-operation and information needed so the Buyer can:

(a) comply with any FOIA request;

(b) comply with any Environmental Information Regulations ("**EIR**") request;

(c) if the Contract has a value over the relevant threshold in Part 2 of the Regulations, comply with any of its obligations in relation to publishing Transparency Information.

16.3 To the extent that it is allowed and practical to do so, the Buyer will use reasonable endeavours to notify the Supplier of a Request For Information and 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 in its absolute discretion.

17. Insurance

The Supplier shall ensure it has adequate insurance cover for this Contract.

18. 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 the 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.

19. No other terms apply

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

20. Other people's rights in the contract

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

21. Circumstances beyond your control

21.1 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; and

(b) uses all reasonable measures practical to reduce the impact of the Force Majeure Event.

21.2 Any failure or delay by the Supplier to perform its obligations under the Contract that is due to a failure or delay by an agent, Subcontractor and/or Supplier Staff will only be considered a Force Majeure Event if that third party is itself prevented from complying with an obligation to the Supplier due to a Force Majeure Event.

21.3 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.

21.4 Where a Party terminates under clause 21.3:

(a) each Party must cover its own losses; and

(b) clause 11.5(a)(ii) to 11.5(a)(viii) applies.

22. 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.

23. 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.

24. Transferring responsibilities

24.1 The Supplier cannot assign, novate or in any other way dispose of the Contract or any part of it without the Buyer's written consent.

24.2 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.

24.3 When the Buyer uses its rights under clause 24.2 the Supplier must enter into a novation agreement in the form that the Buyer specifies.

24.4 The Supplier can terminate the Contract novated under clause 24.2 to a private sector body that is experiencing an Insolvency Event.

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

25. Supply Chain

25.1 The Supplier cannot sub-contract the Contract or any part of it without the Buyer's prior written consent. The Supplier shall provide the Buyer with the name of any Subcontractor the Supplier proposes to engage for the purposes of the Contract. The decision of the Buyer to consent or not will not be unreasonably withheld or delayed. If the Buyer does not communicate a decision to the Supplier within 10 Working Days of the request for consent then its consent will be deemed to have been given. The Buyer may reasonably withhold its consent to the appointment of a Subcontractor if it considers that:

(a) the appointment of a proposed Subcontractor may prejudice the provision of the Deliverables or may be contrary to its interests;

(b) the proposed Subcontractor is unreliable and/or has not provided reliable goods and or reasonable services to its other customers; and/or

(c) the proposed Subcontractor employs unfit persons.

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

(a) their name;

(b) the scope of their appointment; and

(c) the duration of their appointment.

25.3 The Supplier must exercise due skill and care when it selects and appoints Subcontractors.

25.4 The Supplier will ensure that all Sub-Contracts in the Supplier's supply chain entered into after the Start Date wholly or substantially for the purpose of performing or contributing to the performance of the whole or any part of this Contract contain provisions that:

(a) allow the Supplier to terminate the Sub-Contract if the Subcontractor fails to comply with its obligations in respect of environmental, social, equality or employment Law;

(b) require the Supplier to pay all Subcontractors in full, within 30 days of receiving a valid, undisputed invoice; and

(c) allow the Buyer to publish the details of the late payment or non-payment if this 30-day limit is exceeded.

25.5 The Supplier will take reasonable endeavours to ensure that all Sub-Contracts in the Supplier's supply chain entered into before the Start Date but made wholly or substantially for the purpose of performing or contributing to the performance of the whole or any part of this Contract contain provisions that:

(a) allow the Supplier to terminate the Sub-Contract if the Subcontractor fails to comply with its obligations in respect of environmental, social, equality or employment Law;

(b) require the Supplier to pay all Subcontractors in full, within 30 days of receiving a valid, undisputed invoice; and

(c) allow the Buyer to publish the details of the late payment or non-payment if this 30-day limit is exceeded.

25.6 At the Buyer's request, the Supplier must terminate any Sub-Contracts in any of the following events:

(a) there is a change of control within the meaning of Section 450 of the Corporation Tax Act 2010 of a Subcontractor which isn't pre-approved by the Buyer in writing;

(b) the acts or omissions of the Subcontractor have caused or materially contributed to a right of termination under Clause 11.4;

(c) a Subcontractor or its Affiliates embarrasses or brings into disrepute or diminishes the public trust in the Buyer;

(d) the Subcontractor fails to comply with its obligations in respect of environmental, social, equality or employment Law; and/or

(e) the Buyer has found grounds to exclude the Subcontractor in accordance with Regulation 57 of the Regulations.

25.7 The Supplier is responsible for all acts and omissions of its Subcontractors and those employed or engaged by them as if they were its own.

26. Changing the contract

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.

27. How to communicate about the contract

27.1 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 at 9am on the first Working Day after sending unless an error message is received.

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

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

28. Dealing with claims

28.1 If the Buyer becomes aware of any Claim, the Buyer must:

(a) notify the Supplier as soon as reasonably practical becoming aware of a Claim;

(b) at the Supplier's cost, allow the Supplier to conduct all negotiations and proceedings to do with a Claim;

(c) at the Supplier's cost, give the Supplier reasonable assistance with the Claim if requested; and

(d) not make admissions about the Claim without the prior written consent of the Supplier which cannot be unreasonably withheld or delayed.

28.2 The Supplier must:

(a) consider and defend the Claim diligently and in a way that does not damage the Buyer's reputation; and

(b) not settle or compromise any Claim without the Buyer's prior written consent which it must not unreasonably withhold or delay.

29. Preventing fraud, bribery and corruption

29.1 The Supplier shall not:

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

(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.

29.2 The Supplier shall take all reasonable endeavours (including creating, maintaining and enforcing adequate policies, procedures and records), in accordance with Good Industry Practice, to prevent any matters referred to in clause 29.1 and any fraud by the Supplier 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.

29.3 If the Supplier notifies the Buyer as required by clause 29.2, the Supplier must respond promptly to their further enquiries, co-operate with any investigation and allow the Audit of any books, records and relevant documentation.

29.4 If the Supplier or the Supplier Staff engages in conduct prohibited by clause 29.1 or commits fraud in relation to the Contract or any other contract with the Crown (including the Buyer) the Buyer may:

(a) require the Supplier to remove any Supplier Staff from providing the Deliverables if their acts or omissions have caused the default; and

(b) immediately terminate the Contract.

30. Equality, diversity and human rights

30.1 The Supplier must follow all applicable employment and 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; and

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

30.2 The Supplier must use all reasonable endeavours, 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.

31. Health and safety

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

(a) all applicable Law regarding health and safety; and

(b) the Buyer's current health and safety policy while at the Buyer's premises, as provided to the Supplier.

31.2 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.

32. Environment and sustainability

32.1 In performing its obligations under the Contract, the Supplier shall, to the reasonable satisfaction of the Buyer:

(a) meet, in all material respects, the requirements of all applicable Laws regarding the environment; and

(b) comply with its obligations under the Buyer's current environmental policy, which the Buyer must provide.

32.2 The Supplier must ensure that Supplier Staff are aware of the Buyer's environmental policy.

33. Tax

33.1 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.

33.2 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 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; and

(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 Term in connection with the provision of the Deliverables by the Supplier or any of the Supplier Staff.

33.3 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 requirements that:

(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 33.2, 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 33.2 or confirms that the Worker is not complying with those requirements; and

(d) the Buyer may supply any information they receive from the Worker to HMRC for revenue collection and management.

34. Conflict of interest

34.1 The Supplier must take action to ensure that neither the Supplier nor the Supplier Staff are placed in the position of an actual, potential or perceived Conflict of Interest.

34.2 The Supplier must promptly notify and provide details to the Buyer if an actual, potential or perceived Conflict of Interest happens or is expected to happen.

34.3 The Buyer will consider whether there are any appropriate measures that can be put in place to remedy an actual, perceived or potential Conflict of Interest. If, in the reasonable opinion of the Buyer, such measures do not or will not resolve an actual or potential conflict of interest, the Buyer may terminate the Contract immediately by giving notice in writing to the Supplier where there is or may be an actual or potential Conflict of Interest and clauses 11.5(a)(ii) to 11.5(a)(viii) shall apply.

35. Reporting a breach of the contract

35.1 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 28 to 34.

35.2 The Supplier must not retaliate against any of the Supplier Staff who in good faith reports a breach listed in clause 35.1 to the Buyer or a Prescribed Person.

36. Further Assurances

Each Party will, at the request and cost of the other Party, do all things which may be reasonably necessary to give effect to the meaning of this Contract.

37. Resolving disputes

37.1 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 by commercial negotiation.

37.2 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 37.3 to 37.5.

37.3 Unless the Buyer refers the dispute to arbitration using clause 37.4, the Parties irrevocably agree that the courts of England and Wales have the exclusive jurisdiction to:

(a) determine the dispute;

(b) grant interim remedies; and

(c) grant any other provisional or protective relief.

37.4 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.

37.5 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 37.3, 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 37.4.

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

38. Which law applies

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