

Dr Ludmila Musalova
Greenstreet Berman Ltd

Date: 30th August 2018

Our ref: FS301071

Dear Dr Musalova,

Award of contract for the supply of FS301071 Behaviour and Compliance - Motivators and Economic incentive drivers in the UK Meat Industry.

Following your tender/ proposal for the supply of FS301071 Behaviour and Compliance - Motivators and Economic incentive drivers in the UK Meat Industry, we are pleased to award this contract to you.

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

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

- 1) The Services shall be performed at **the Supplier's premises**.
- 2) The specification of the Services to be supplied shall be set out in Annex 2.
- 3) The charges for the Services shall be as set out in Annex 4 the Supplier's Financial Proposal.
- 4) The technical solution proposed shall be set out in Annex 3 the Supplier's Technical Proposal
- 5) The Term shall commence on 17th September 2018 and the Expiry Date shall be 31st March 2019 unless extended or subject to early termination.
- 6) The address for notices of the Parties are:

Customer

FSA, Foss House, Peasholme Green, York

Supplier

Greenstreet Berman Ltd, 10 Fitzroy Square,
London, W1T 5HP

- 7) The Customer may require the Supplier to ensure that any person employed in the provision of the Services has undertaken a Disclosure and Barring Service check. The Supplier shall ensure that no person who discloses that he/she has a conviction that is relevant to the nature of the Services, relevant to the work of the Customer, or is of a type otherwise advised by the Customer (each such conviction a “**Relevant Conviction**”), or is found by the Supplier to have a Relevant Conviction (whether as a result of a police check, a Disclosure and Barring Service check or otherwise) is employed or engaged in the provision of any part of the Services.

Payment

All invoices must be sent, quoting a valid purchase order number (PO Number), to: Accounts-Payable.fsa@sscl.gse.gov.uk. Within 10 working days of receipt of your countersigned copy of this letter, we will send you a unique PO Number. You must be in receipt of a valid PO Number before submitting an invoice.

To avoid delay in payment it is important that the invoice is compliant and that it includes a valid PO Number, PO Number item number (if applicable) and the details (name and telephone number) of your Customer contact (i.e. Contract Manager). Non-compliant invoices will be sent back to you, which may lead to a delay in payment.

We thank you for your co-operation to date, and look forward to forging a successful working relationship resulting in a smooth and successful delivery of the Services. Please confirm your acceptance of the award of this contract by signing and returning the enclosed copy of this letter by e-mail **within 7** days from the date of this letter. No other form of acknowledgement will be accepted. Please remember to quote the reference number above in any future communications relating to this contract.

Yours faithfully,

Signed for and on behalf of FSA

Name:

Job Title:

Signature:

Date: 11th September 2018

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

Signed for and on behalf of Greenstreet Berman Ltd.

Name: Dr Ludmila Musalova

Job Title: Senior Consultant

Signature:

Date: 10/09/2018

Annex 1

Terms and Conditions of Contract for Services

1 Interpretation

1.1 In these terms and conditions:

“Agreement”	means the contract between (i) the Customer acting as part of the Crown and (ii) the Supplier constituted by the Supplier’s countersignature of the Award Letter and includes the Award Letter and Annexes;
“Award Letter”	means the letter from the Customer to the Supplier printed above these terms and conditions;
“Central Government Body”	means a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics: <ul style="list-style-type: none"> (a) Government Department; (b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal); (c) Non-Ministerial Department; or (d) Executive Agency;
“Charges”	means the charges for the Services as specified in the Award Letter;
“Confidential Information”	means all information, whether written or oral (however recorded), provided by the disclosing Party to the receiving Party and which (i) is known by the receiving Party to be confidential; (ii) is marked as or stated to be confidential; or (iii) ought reasonably to be considered by the receiving Party to be confidential;
“Supplier Personnel”	means all directors, officers, employees, agents, consultants and Suppliers of the Supplier and/or of any Sub-Supplier engaged in the performance of its obligations under this Agreement;
“Controller, Processor, Data Subject, Personal Data, Personal Data Breach, Data Protection Officer”	take the meaning given in the GDPR;
“Customer”	means the person named as Customer in the Award Letter;
“DPA”	means the Data Protection Act 1998;
“DPA 2018”	means Data Protection Act 2018
“Data Loss Event”	means any event that results, or may result, in unauthorised access to Personal Data held by the Supplier under this Agreement, and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach;

“Data Protection Impact Assessment”	means an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data;
“Data Protection Legislation”	means (i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the DPA 2018 to the extent that it relates to processing of personal data and privacy; (iii) all applicable Law about the processing of personal data and privacy;
“Data Subject Access Request”	means a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;
“Expiry Date”	means the date for expiry of the Agreement as set out in the Award Letter;
“FOIA”	means the Freedom of Information Act 2000;
“GDPR”	means the General Data Protection Regulation (Regulation (EU) 2016/679);
“Information”	has the meaning given under section 84 of the FOIA;
“Key Personnel”	means any persons specified as such in the Award Letter or otherwise notified as such by the Customer to the Supplier in writing;
“Law”	means any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the Supplier is bound to comply;
“LED”	means Law Enforcement Directive (Directive (EU) 2016/680);
“Party”	means the Supplier or the Customer (as appropriate) and “Parties” shall mean both of them;
“Personal Data”	means personal data (as defined in the DPA) which is processed by the Supplier or any Staff on behalf of the Customer pursuant to or in connection with this Agreement;
“Protective Measures”	means appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it;
“Purchase Order Number”	means the Customer’s unique number relating to the supply of the Services;
“Request for Information”	has the meaning set out in the FOIA or the Environmental Information Regulations 2004 as relevant (where the meaning set out for the term “request” shall apply);
“Services”	means the services to be supplied by the Supplier to the Customer under the Agreement;
“Specification”	means the specification for the Services (including as to quantity, description and quality) as specified in the Award Letter;
“Staff”	means all directors, officers, employees, agents, consultants and Suppliers of the Supplier and/or of any sub-Supplier of the Supplier engaged in the

performance of the Supplier's obligations under the Agreement;

"Staff Vetting Procedures"	means vetting procedures that accord with good industry practice or, where requested by the Customer, the Customer's procedures for the vetting of personnel as provided to the Supplier from time to time;
"Sub-processor"	means any third Party appointed to process Personal Data on behalf of the Supplier related to this Agreement
"Supplier"	means the person named as Supplier in the Award Letter;
"Term"	means the period from the start date of the Agreement set out in the Award Letter to the Expiry Date as such period may be extended in accordance with clause 4.2 or terminated in accordance with the terms and conditions of the Agreement;
"VAT"	means value added tax in accordance with the provisions of the Value Added Tax Act 1994; and
"Working Day"	means a day (other than a Saturday or Sunday) on which banks are open for business in the City of London.

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

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

2 Basis of Agreement

- 2.1 The Award Letter constitutes an offer by the Customer to purchase the Services subject to and in accordance with the terms and conditions of the Agreement.
- 2.2 The offer comprised in the Award Letter shall be deemed to be accepted by the Supplier on receipt by the Customer of a copy of the Award Letter countersigned by the Supplier within [7] days of the date of the Award Letter.

3 Supply of Services

- 3.1 In consideration of the Customer's agreement to pay the Charges, the Supplier shall supply the Services to the Customer for the Term subject to and in accordance with the terms and conditions of the Agreement.
- 3.2 In supplying the Services, the Supplier shall:
 - 3.2.1 co-operate with the Customer in all matters relating to the Services and comply with all the Customer's instructions;
 - 3.2.2 perform the Services with all reasonable care, skill and diligence in accordance with good industry practice in the Supplier's industry, profession or trade;
 - 3.2.3 use Staff who are suitably skilled and experienced to perform tasks assigned to them,

and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with the Agreement;

3.2.4 ensure that the Services shall conform with all descriptions and specifications set out in the Specification;

3.2.5 comply with all applicable laws; and

3.2.6 provide all equipment, tools and vehicles and other items as are required to provide the Services.

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

4 Term

4.1 The Agreement shall take effect on the date specified in Award Letter and shall expire on the Expiry Date, unless it is otherwise extended in accordance with clause 4.2 or terminated in accordance with the terms and conditions of the Agreement.

4.2 The Customer may extend the Agreement for a period of up to 6 months by giving not less than 10 Working Days' notice in writing to the Supplier prior to the Expiry Date. The terms and conditions of the Agreement shall apply throughout any such extended period.

5 Charges, Payment and Recovery of Sums Due

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

5.2 All amounts stated are exclusive of VAT which shall be charged at the prevailing rate. The Customer shall, following the receipt of a valid VAT invoice, pay to the Supplier a sum equal to the VAT chargeable in respect of the Services.

5.3 The Supplier shall invoice the Customer as specified in the Agreement. Each invoice shall include such supporting information required by the Customer to verify the accuracy of the invoice, including the relevant Purchase Order Number and a breakdown of the Services supplied in the invoice period.

5.4 In consideration of the supply of the Services by the Supplier, the Customer shall pay the Supplier the invoiced amounts no later than 30 days after verifying that the invoice is valid and undisputed and includes a valid Purchase Order Number. The Customer may, without prejudice to any other rights and remedies under the Agreement, withhold or reduce payments in the event of unsatisfactory performance.

5.5 If the Customer fails to consider and verify an invoice in a timely fashion the invoice shall be regarded as valid and undisputed for the purpose of paragraph 5.4 after a reasonable time has passed.

5.6 If there is a dispute between the Parties as to the amount invoiced, the Customer shall pay the undisputed amount. The Supplier shall not suspend the supply of the Services unless the Supplier is entitled to terminate the Agreement for a failure to pay undisputed sums in accordance with clause 16.4. Any disputed amounts shall be resolved through the dispute resolution procedure detailed in clause 19.

5.7 If a payment of an undisputed amount is not made by the Customer by the due date,

then the Customer shall pay the Supplier interest at the interest rate specified in the Late Payment of Commercial Debts (Interest) Act 1998.

5.8 Where the Supplier enters into a sub-contract, the Supplier shall include in that sub-contract:

- 5.8.1 provisions having the same effects as clauses 5.3 to 5.7 of this Agreement; and
- 5.8.2 a provision requiring the counterparty to that sub-contract to include in any sub-contract which it awards provisions having the same effect as 5.3 to 5.8 of this Agreement.
- 5.8.3 In this clause 5.8, “sub-contract” means a contract between two or more suppliers, at any stage of remoteness from the Authority in a subcontracting chain, made wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of this Agreement.

5.9 If any sum of money is recoverable from or payable by the Supplier under the Agreement (including any sum which the Supplier is liable to pay to the Customer in respect of any breach of the Agreement), that sum may be deducted unilaterally by the Customer from any sum then due, or which may come due, to the Supplier under the Agreement or under any other agreement or contract with the Customer. The Supplier shall not be entitled to assert any credit, set-off or counterclaim against the Customer in order to justify withholding payment of any such amount in whole or in part.

6 Premises and equipment

6.1 If necessary, the Customer shall provide the Supplier with reasonable access at reasonable times to its premises for the purpose of supplying the Services. All equipment, tools and vehicles brought onto the Customer’s premises by the Supplier or the Staff shall be at the Supplier’s risk.

6.2 If the Supplier supplies all or any of the Services at or from the Customer’s premises, on completion of the Services or termination or expiry of the Agreement (whichever is the earlier) the Supplier shall vacate the Customer’s premises, remove the Supplier’s plant, equipment and unused materials and all rubbish arising out of the provision of the Services and leave the Customer’s premises in a clean, safe and tidy condition. The Supplier shall be solely responsible for making good any damage to the Customer’s premises or any objects contained on the Customer’s premises which is caused by the Supplier or any Staff, other than fair wear and tear.

6.3 If the Supplier supplies all or any of the Services at or from its premises or the premises of a third party, the Customer may, during normal business hours and on reasonable notice, inspect and examine the manner in which the relevant Services are supplied at or from the relevant premises.

6.4 The Customer shall be responsible for maintaining the security of its premises in accordance with its standard security requirements. While on the Customer’s premises the Supplier shall, and shall procure that all Staff shall, comply with all the Customer’s security requirements.

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

6.6 Without prejudice to clause 3.2.6, any equipment provided by the Customer for the purposes of the Agreement shall remain the property of the Customer and shall be used by the Supplier and the Staff only for the purpose of carrying out the Agreement. Such equipment

shall be returned promptly to the Customer on expiry or termination of the Agreement.

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

7 Staff and Key Personnel

- 7.1 If the Customer reasonably believes that any of the Staff are unsuitable to undertake work in respect of the Agreement, it may, by giving written notice to the Supplier:

- 7.1.1 refuse admission to the relevant person(s) to the Customer's premises;
- 7.1.2 direct the Supplier to end the involvement in the provision of the Services of the relevant person(s); and/or
- 7.1.3 require that the Supplier replace any person removed under this clause with another suitably qualified person and procure that any security pass issued by the Customer to the person removed is surrendered,

and the Supplier shall comply with any such notice.

- 7.2 The Supplier shall:

- 7.2.1 ensure that all Staff are vetted in accordance with the Staff Vetting Procedures;
- 7.2.2 if requested, provide the Customer with a list of the names and addresses (and any other relevant information) of all persons who may require admission to the Customer's premises in connection with the Agreement; and
- 7.2.3 procure that all Staff comply with any rules, regulations and requirements reasonably specified by the Customer.

- 7.3 Any Key Personnel shall not be released from supplying the Services without the agreement of the Customer, except by reason of long-term sickness, maternity leave, paternity leave, termination of employment or other extenuating circumstances.

- 7.4 Any replacements to the Key Personnel shall be subject to the prior written agreement of the Customer (not to be unreasonably withheld). Such replacements shall be of at least equal status or of equivalent experience and skills to the Key Personnel being replaced and be suitable for the responsibilities of that person in relation to the Services.

8 Assignment and sub-contracting

- 8.1 The Supplier shall not without the written consent of the Customer assign, sub-contract, novate or in any way dispose of the benefit and/ or the burden of the Agreement or any part of the Agreement. The Customer may, in the granting of such consent, provide for additional terms and conditions relating to such assignment, sub-contract, novation or disposal. The Supplier shall be responsible for the acts and omissions of its sub-Suppliers as though those acts and omissions were its own.

- 8.2 Where the Customer has consented to the placing of sub-contracts, the Supplier shall, at the request of the Customer, send copies of each sub-contract, to the Customer as soon as is reasonably practicable.

- 8.3 The Customer may assign, novate, or otherwise dispose of its rights and obligations under the Agreement without the consent of the Supplier provided that such assignment, novation or disposal shall not increase the burden of the Supplier's obligations under the Agreement.

9 Intellectual Property Rights

- 9.1 All intellectual property rights in any materials provided by the Customer to the Supplier for the purposes of this Agreement shall remain the property of the Customer but the Customer hereby grants the Supplier a royalty-free, non-exclusive and non-transferable licence to use such materials as required until termination or expiry of the Agreement for the sole purpose of enabling the Supplier to perform its obligations under the Agreement.
- 9.2 All intellectual property rights in any materials created or developed by the Supplier pursuant to the Agreement or arising as a result of the provision of the Services shall vest in the Supplier. If, and to the extent, that any intellectual property rights in such materials vest in the Customer by operation of law, the Customer hereby assigns to the Supplier by way of a present assignment of future rights that shall take place immediately on the coming into existence of any such intellectual property rights all its intellectual property rights in such materials (with full title guarantee and free from all third party rights).
- 9.3 The Supplier hereby grants the Customer:
- 9.3.1 a perpetual, royalty-free, irrevocable, non-exclusive licence (with a right to sub-license) to use all intellectual property rights in the materials created or developed pursuant to the Agreement and any intellectual property rights arising as a result of the provision of the Services; and
 - 9.3.2 a perpetual, royalty-free, irrevocable and non-exclusive licence (with a right to sub-license) to use:
 - (a) any intellectual property rights vested in or licensed to the Supplier on the date of the Agreement; and
 - (b) any intellectual property rights created during the Term but which are neither created or developed pursuant to the Agreement nor arise as a result of the provision of the Services,
- including any modifications to or derivative versions of any such intellectual property rights, which the Customer reasonably requires in order to exercise its rights and take the benefit of the Agreement including the Services provided.
- 9.4 The Supplier shall indemnify, and keep indemnified, the Customer in full against all costs, expenses, damages and losses (whether direct or indirect), including any interest, penalties, and reasonable legal and other professional fees awarded against or incurred or paid by the Customer as a result of or in connection with any claim made against the Customer 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 Services, to the extent that the claim is attributable to the acts or omission of the Supplier or any Staff.

10 Governance and Records

- 10.1 The Supplier shall:
- 10.1.1 attend progress meetings with the Customer at the frequency and times specified by the Customer and shall ensure that its representatives are suitably qualified to attend such meetings; and
 - 10.1.2 submit progress reports to the Customer at the times and in the format specified by the Customer.
- 10.2 The Supplier shall keep and maintain until 6 years after the end of the Agreement, or as long a period as may be agreed between the Parties, full and accurate records of the Agreement including the Services supplied under it and all payments made by the Customer. The Supplier shall on request afford the Customer or the Customer's representatives such

access to those records as may be reasonably requested by the Customer in connection with the Agreement.

11 Confidentiality, Transparency and Publicity

11.1 Subject to clause 11.2, each Party shall:

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

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

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

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

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

11.2.3 on a confidential basis, to its professional advisers;

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

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

11.2.6 where the receiving Party is the Customer:

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

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

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

the FOIA.

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

12 Freedom of Information

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

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

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

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

13 Data Protection

13.1 The Parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Controller and the Supplier is the Processor. The only processing that the Supplier is authorised to do is listed in Schedule A by the Customer and may not be determined by the Supplier.

13.2 The Supplier shall notify the Customer immediately if it considers that any of the Customer's instructions infringe the Data Protection Legislation.

13.3 The Supplier shall provide all reasonable assistance to the Customer in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Customer, include:

- (a) a systematic description of the envisaged processing operations and the purpose of the processing;
- (b) an assessment of the necessity and proportionality of the processing operations in relation to the Services;

- (c) an assessment of the risks to the rights and freedoms of Data Subjects; and
- (d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.

13.4 The Supplier shall, in relation to any Personal Data processed in connection with its obligations under this Agreement:

- (a) process that Personal Data only in accordance with Schedule A, unless the Supplier is required to do otherwise by Law. If it is so required the Supplier shall promptly notify the Customer before processing the Personal Data unless prohibited by Law;
- (b) ensure that it has in place Protective Measures, which have been reviewed and approved by the Customer as appropriate to protect against a Data Loss Event having taken account of the:
 - (i) nature of the data to be protected;
 - (ii) harm that might result from a Data Loss Event;
 - (iii) state of technological development; and
 - (iv) cost of implementing any measures;
- (c) ensure that :
 - (i) the Supplier Personnel do not process Personal Data except in accordance with this Agreement (and in particular Schedule A);
 - (ii) it takes all reasonable steps to ensure the reliability and integrity of any Supplier Personnel who have access to the Personal Data and ensure that they:
 - (A) are aware of and comply with the Supplier's duties under this clause;
 - (B) are subject to appropriate confidentiality undertakings with the Supplier or any Sub-processor;
 - (C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third Party unless directed in writing to do so by the Customer or as otherwise permitted by this Agreement; and
 - (D) have undergone adequate training in the use, care, protection and handling of Personal Data; and
- (d) not transfer Personal Data outside of the EU unless the prior written consent of the Customer has been obtained and the following conditions are fulfilled:
 - (i) the Customer or the Supplier has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Customer;
 - (ii) the Data Subject has enforceable rights and effective legal remedies;
 - (iii) the Supplier complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Customer in meeting its obligations); and
 - (iv) the Supplier complies with any reasonable instructions notified to it in advance by the Customer with respect to the processing of the Personal Data;
- (e) at the written direction of the Customer, delete or return Personal Data (and any copies of it) to the Customer on termination of the Agreement unless the Supplier is required by Law to retain the Personal Data.

13.5 Subject to clause 13.6, the Supplier shall notify the Customer immediately if it:

- (a) receives a Data Subject Access Request (or purported Data Subject Access Request);
 - (b) receives a request to rectify, block or erase any Personal Data;
 - (c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
 - (d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Agreement;
 - (e) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law;
- or
- (f) becomes aware of a Data Loss Event.

13.6 The Supplier's obligation to notify under clause 13.5 shall include the provision of further information to the Customer in phases, as details become available.

13.7 Taking into account the nature of the processing, the Supplier shall provide the Customer with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under clause 13.5 (and insofar as possible within the timescales reasonably required by the Customer) including by promptly providing:

- (a) the Customer with full details and copies of the complaint, communication or request;
- (b) such assistance as is reasonably requested by the Customer to enable the Customer to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
- (c) the Customer, at its request, with any Personal Data it holds in relation to a Data Subject;
- (d) assistance as requested by the Customer following any Data Loss Event;
- (e) assistance as requested by the Customer with respect to any request from the Information Commissioner's Office, or any consultation by the Customer with the Information Commissioner's Office.

13.8 The Supplier shall maintain complete and accurate records and information to demonstrate its compliance with this clause. This requirement does not apply where the Supplier employs fewer than 250 staff, unless:

- (a) the Customer determines that the processing is not occasional;
- (b) the Customer determines the processing includes special categories of data as referred to in Article 9 (1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; and
- (c) the Customer determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.

13.9 The Supplier shall allow for audits of its Data Processing activity by the Customer or

the Customer's designated auditor.

13.10 The Supplier shall designate a data protection officer if required by the Data Protection Legislation.

13.11 Before allowing any Sub-processor to process any Personal Data related to this Agreement, the Supplier must:

- (a) notify the Customer in writing of the intended Sub-processor and processing;
- (b) obtain the written consent of the Customer;
- (c) enter into a written agreement with the Sub-processor which give effect to the terms set out in this clause such that they apply to the Sub-processor; and
- (d) provide the Customer with such information regarding the Sub-processor as the Customer may reasonably require.

13.12 The Supplier shall remain fully liable for all acts or omissions of any Sub-processor.

13.13 The Customer may, at any time on not less than 30 Working Days' notice, revise this clause by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this Agreement).

13.14 The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Customer may on not less than 30 Working Days' notice to the Supplier amend this agreement to ensure that it complies with any guidance issued by the Information Commissioner's Office.

14 Liability

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

14.2 Subject always to clauses 14.3 and 14.4:

14.2.1 the aggregate liability of the Supplier in respect of all defaults, claims, losses or damages howsoever caused, whether arising from breach of the Agreement, the supply or failure to supply of the Services, misrepresentation (whether tortious or statutory), tort (including negligence), breach of statutory duty or otherwise shall in no event exceed a sum equal to 125% of the Charges paid or payable to the Supplier; and

14.2.2 except in the case of claims arising under clauses 9.4 and 18.3, in no event shall the Supplier be liable to the Customer for any:

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

- 14.3 Nothing in the Agreement shall be construed to limit or exclude either Party's liability for:
- 14.3.1 death or personal injury caused by its negligence or that of its Staff;
 - 14.3.2 fraud or fraudulent misrepresentation by it or that of its Staff; or
 - 14.3.3 any other matter which, by law, may not be excluded or limited.
- 14.4 The Supplier's liability under the indemnity in clause 9.4 and 18.3 shall be unlimited.

15 Force Majeure

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

16 Termination

- 16.1 The Customer may terminate the Agreement at any time by notice in writing to the Supplier to take effect on any date falling at least 1 month (or, if the Agreement is less than 3 months in duration, at least 10 Working Days) later than the date of service of the relevant notice.
- 16.2 Without prejudice to any other right or remedy it might have, the Customer may terminate the Agreement by written notice to the Supplier with immediate effect if the Supplier:
- 16.2.1 (without prejudice to clause 16.2.5), is in material breach of any obligation under the Agreement which is not capable of remedy;
 - 16.2.2 repeatedly breaches any of the terms and conditions of the Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms and conditions of the Agreement;
 - 16.2.3 is in material breach of any obligation which is capable of remedy, and that breach is not remedied within 30 days of the Supplier receiving notice specifying the breach and requiring it to be remedied;
 - 16.2.4 undergoes a change of control within the meaning of section 416 of the Income and Corporation Taxes Act 1988;
 - 16.2.5 breaches any of the provisions of clauses 7.2, 11, 12, **Error! Reference source not found.** and 17;
 - 16.2.6 becomes insolvent, or if an order is made or a resolution is passed for the winding up of the Supplier (other than voluntarily for the purpose of solvent amalgamation or reconstruction), or if an administrator or administrative receiver is appointed in respect of the whole or any part of the Supplier's assets or business, or if the Supplier makes any composition with its creditors or takes or suffers any similar or analogous action (to any of the actions detailed in this clause 16.2.6) in consequence of debt in any jurisdiction; or
 - 16.2.7 fails to comply with legal obligations in the fields of environmental, social or labour law.
- 16.3 The Supplier shall notify the Customer as soon as practicable of any change of control as referred to in clause 16.2.4 or any potential such change of control.
- 16.4 The Supplier may terminate the Agreement by written notice to the Customer if the Customer has not paid any undisputed amounts within 90 days of them falling due.
- 16.5 Termination or expiry of the Agreement shall be without prejudice to the rights of either

Party accrued prior to termination or expiry and shall not affect the continuing rights of the Parties under this clause and clauses 2, 3.2, 6.1, 6.2, 6.6, 6.7, 7, 9, 10.2, 11, 12, **Error! Reference source not found.**, 0, 16.6, 17.4, 18.3, 19 and 20.7 or any other provision of the Agreement that either expressly or by implication has effect after termination.

16.6 Upon termination or expiry of the Agreement, the Supplier shall:

- 16.6.1 give all reasonable assistance to the Customer and any incoming supplier of the Services; and
- 16.6.2 return all requested documents, information and data to the Customer as soon as reasonably practicable.

17 Compliance

17.1 The Supplier shall promptly notify the Customer of any health and safety hazards which may arise in connection with the performance of its obligations under the Agreement. The Customer shall promptly notify the Supplier of any health and safety hazards which may exist or arise at the Customer's premises and which may affect the Supplier in the performance of its obligations under the Agreement.

17.2 The Supplier shall:

- 17.2.1 comply with all the Customer's health and safety measures while on the Customer's premises; and
- 17.2.2 notify the Customer immediately in the event of any incident occurring in the performance of its obligations under the Agreement on the Customer's premises where that incident causes any personal injury or damage to property which could give rise to personal injury.

17.3 The Supplier shall:

- 17.3.1 perform its obligations under the Agreement in accordance with all applicable equality Law and the Customer's equality and diversity policy as provided to the Supplier from time to time; and
- 17.3.2 take all reasonable steps to secure the observance of clause 17.3.1 by all Staff.

17.4 The Supplier shall supply the Services in accordance with the Customer's environmental policy as provided to the Supplier from time to time.

17.5 The Supplier shall comply with, and shall ensure that its Staff shall comply with, the provisions of:

- 17.5.1 the Official Secrets Acts 1911 to 1989; and
- 17.5.2 section 182 of the Finance Act 1989.

18 Prevention of Fraud and Corruption

18.1 The Supplier shall not offer, give, or agree to give anything, to any person an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of the Agreement or for showing or refraining from showing favour or disfavour to any person in relation to the Agreement.

18.2 The Supplier shall take all reasonable steps, in accordance with good industry practice, to prevent fraud by the Staff and the Supplier (including its shareholders, members and directors) in connection with the Agreement and shall notify the Customer immediately if it has reason to suspect that any fraud has occurred or is occurring or is likely to occur.

18.3 If the Supplier or the Staff engages in conduct prohibited by clause 18.1 or commits fraud in relation to the Agreement or any other contract with the Crown (including the

Customer) the Customer may:

- 18.3.1 terminate the Agreement and recover from the Supplier the amount of any loss suffered by the Customer resulting from the termination, including the cost reasonably incurred by the Customer of making other arrangements for the supply of the Services and any additional expenditure incurred by the Customer throughout the remainder of the Agreement; or
- 18.3.2 recover in full from the Supplier any other loss sustained by the Customer in consequence of any breach of this clause.

19 Dispute Resolution

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

20 General

- 20.1 Each of the Parties represents and warrants to the other that it has full capacity and authority, and all necessary consents, licences and permissions to enter into and perform its obligations under the Agreement, and that the Agreement is executed by its duly authorised representative.
- 20.2 A person who is not a party to the Agreement shall have no right to enforce any of its provisions which, expressly or by implication, confer a benefit on him, without the prior written agreement of the Parties.
- 20.3 The Agreement cannot be varied except in writing signed by a duly authorised representative of both the Parties.
- 20.4 The Agreement contains the whole agreement between the Parties and supersedes and replaces any prior written or oral agreements, representations or understandings between them. The Parties confirm that they have not entered into the Agreement on the basis of any representation that is not expressly incorporated into the Agreement. Nothing in this clause shall exclude liability for fraud or fraudulent misrepresentation.
- 20.5 Any waiver or relaxation either partly, or wholly of any of the terms and conditions of the Agreement shall be valid only if it is communicated to the other Party in writing and expressly stated to be a waiver. A waiver of any right or remedy arising from a breach of contract shall not constitute a waiver of any right or remedy arising from any other breach of the Agreement.
- 20.6 The Agreement shall not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the Parties other than the contractual relationship expressly provided for in the Agreement. Neither Party shall have, nor represent that it has, any authority to make any commitments on the other Party’s behalf.
- 20.7 Except as otherwise expressly provided by the Agreement, all remedies available to either Party for breach of the Agreement (whether under the Agreement, statute or common

law) are cumulative and may be exercised concurrently or separately, and the exercise of one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.

- 20.8 If any provision of the Agreement is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from the Agreement and rendered ineffective as far as possible without modifying the remaining provisions of the Agreement, and shall not in any way affect any other circumstances of or the validity or enforcement of the Agreement.

21 Notices

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

22 Governing Law and Jurisdiction

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

Schedule A: Schedule of Processing, Personal Data and Data Subjects

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

1. The Processor shall comply with any further written instructions with respect to processing by the Controller.
2. Any such further instructions shall be incorporated into this Schedule.

Description	Details
Identity of the Controller and Processor	For the purposes of this Contract the Customer shall be the Controller and the Supplier the Processor.
Subject matter of the processing	The processing is needed in order to deliver this study into 'Motivators and Economic incentive drivers in the UK Meat Industry'.
Duration of the processing	Personal Data will be processed and retained by the Processor only for the duration of the Contract.
Nature and purposes of the processing	<p>There are two sets of personal data that will be collected in this project for the purposes of fulfilling the requirement.</p> <p>1) The names and contact details of Food Standards Agency staff.</p> <p>2) The names and contact details of representatives of non-governmental organisations and other governmental organisations</p> <p>The names and contact details of people working for trade associations (such as British Retail Consortium) and other government departments, such as DEFRA, also comprise personal data.</p>
Type of Personal Data being Processed	Names, E-Mail addresses, Telephone Numbers.
Categories of Data Subject	Staff, representatives of non-governmental organisations and other governmental organisations, and the names and contact details of people working for trade associations and other Government Deaprtments
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	Data will be retained for the period of the contract.

Annex 2 – Specification

GENERAL INTRODUCTION

The Food Standards Agency (FSA) is a non-ministerial government department governed by a Board appointed to act in the public interest, with the task of protecting consumers in relation to food. It is a UK-wide body with offices in London, Cardiff, Belfast and York; and Food Standards Scotland (FSS) in Scotland.

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 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. Underpinning data should also be published in an open, accessible, and re-usable format, such that the data can be made available to future researchers and the maximum benefit is derived from it. The Agency has established the key principles for release of underpinning data that will be applied to all new science- and evidence-gathering projects which we would expect contractors to comply with. These can be found at <http://www.food.gov.uk/about-us/data-and-policies/underpinning-data>

This work is cross-cutting and will support all of the FSA's strategic outcomes by ensuring that appraisal, evaluation and assessment of food safety policy has the most robust and credible evidence underpinning decision making around those policies. This will help ensure the FSA's strategic plan outcomes represent value for money and are economically efficient.

A. THE SPECIFICATION

Background

The FSA regulates the UK meat industry by ensuring compliance with interventions, principles and guidance that govern the conduct of approved meat establishments. By establishing and enforcing meat hygiene safety standards, the FSA facilitates UK trade by ensuring that businesses are aware and compliant with EU regulations and by enabling firms to trade within EU markets and third countries. The meat industry is currently worth £4.4bn¹ to the UK economy, with exports valued at £1.82bn² in 2017.

EU legislation requires meat official controls³ to be delivered in all approved meat establishments; their aim is to protect public health, animal health and animal welfare. The FSA and Food Standards Scotland (FSS) are the central competent authorities in the UK in relation to meat hygiene. Although

¹ Meat and Meat Products (Gross Value Added (GVA) 2016 – Source: Food Statistics in your pocket 2017: Food Chain - <https://www.gov.uk/government/publications/food-statistics-pocketbook-2017/food-statistics-in-your-pocket-2017-food-chain>

² BOP:EX:SA: Meat: SITC 01 - <https://www.ons.gov.uk/economy/nationalaccounts/balanceofpayments/timeseries/bogs/mret>

³ Official controls are carried out in a wide range of premises and embrace a variety of functions, including inspections, approvals and certification.

official controls are not unique to the meat industry, the scope of the commission will focus on the UK meat sector as a test case⁴.

Recent non-compliance issues identified at various cutting plants, has led the FSA/ FSS to undertake a review of approved meat cutting premises and cold stores. Moreover, the FSA/ FSS are keen to broaden its scope and gain a better understanding of what influences and drives the level of compliance in the UK meat industry.

The FSA is seeking to commission a study to examine the socio-economics of the UK meat industry by exploring a range of factors including economic incentives, governance, social, cultural and behavioural issues that affect compliance and food safety. The scope of the study would look to encompass the whole of the UK meat supply chain from 'Farm to Fork'.

Strategic need

Businesses are responsible for producing food that is safe and is what it says it is. This project is designed to draw on economic and behavioural insights to examine the underlying incentives that drive levels of compliance in the UK meat industry for the purposes of identifying ways in which there is closer alignment of food safety culture with that of the FSA, under the Regulating our Future (ROF) programme⁵. As the FSA looks to modernise the way food businesses are regulated, the FSA needs to better understand the sectors it regulates if it is to develop a system that is modern, risk-based, proportionate, robust and resilient.

Research aims

The aim of this study is to develop complements from economics and behavioural economics as a way of identifying underlying drivers influencing compliance levels and food safety culture in food business operators (FBOs), using the UK meat industry as a test case.

The overarching aims of the research are:

1. To understand the complexities and dynamics of the UK meat industry in terms of incentives, drivers, governance, controls, culture and behavioural issues.
2. Outline a methodology that can assess the relationship between how the value chain is structured and rates of compliance.
3. Implement the methodology in order to, based on how the value chain is structured, to assess how this impacts compliance rates by sector i.e. poultry (*chicken, turkey etc.*), red meat (*beef, lamb, pork etc.*) game handling (*venison, duck, rabbit etc.*) and horse meat.
4. To draw on conventional and behavioural economics to explain the role of incentives, drivers and behavioural biases on compliance performance in the meat industry.

⁴ For example, the FSA is also directly responsible for the official controls on shellfish, wine and dairy. The local authority inspections of food and feed premises are official controls. However, meat official controls are different because in addition to auditing the operators' controls they require the presence of Official Veterinarians (OVs) and Meat Hygiene Inspectors (MHIs) to carry out ante and post-mortem inspection and the verification of animal welfare controls at slaughterhouses, both required by law.

⁵ Regulating our Future (ROF) programme <https://www.food.gov.uk/about-us/regulating-our-future>

5. To produce evidence the FSA can use to explore the efficacy of deterrence approaches against alternative incentive-based approaches that would achieve compliance while enhancing the value chain of FBOs.

The overarching aims are addressed through four specific research questions set out below. In answering these questions, the study should include a thorough review of the relevant published literature on behaviour and compliance in industry, drawing parallels to the UK meat industry.

The research should seek to address the following questions:

- What are the key economic incentives that motivate the UK meat industry and how do they differ by size, sector (poultry, red meat, game handling and horse meat) and UK country (England, Wales, Scotland and Northern Ireland)?
- How do perceptions of risk inform the way in which the meat industry is motivated to improve food safety cultures?
- How do non-compliant FBOs compare with the meat industry as a whole?
- How can regulation motivate/ influence a good food safety culture in the industry?
- To what extent, if any, is there misalignment in incentives between the UK meat industry and the food safety regulator - FSA?
- Are the priorities of FBOs out of kilter with those of food regulators with respect to food safety management? Is this inherent throughout the industry and are there examples of good practice where the FBO's and regulators priorities are aligned?

The Specification

The FSA now wishes to commission a study based on a case study approach to examine the core underlying economic and behavioural drivers of the UK meat industry with a view to understanding its complex supply and value chain and how this affects compliance with meat hygiene controls and food safety.

The scope of the study would encompass the entire UK domestic meat supply chain, involving production, processing, wholesale, retail, consumer, management and governance; coordinated with existing frameworks for understanding food safety culture in general.

Specific research objectives are to:

1. Conduct a thorough review of relevant published literature drawing on disciplines from economics and the behavioural sciences (psychology, behavioural economics etc.) to understand the social and cultural complexities, including the economic dynamics, of the UK meat industry. The review should look to examine the relationship between incentives and compliance in an organisational context including its application to the meat industry (see evidence base for details).
2. Value chain analysis of the whole of the UK domestic meat supply chain (*livestock producers, marketers, slaughter and cutting plants, by-product and waste processors, value-added processing (e.g. sausage, bacon etc.), distributors, wholesalers, retailers, food service and consumers*) by sector (*poultry, red meat, game handling and horse meat*) for

each of the product markets (e.g. *venison, poultry, beef, lamb, pork etc.*) and their corresponding business models i.e. create a generic value chain for meat and meat products with a view to identifying all actors in the value chain. This will provide the FSA with a systematic tool to understand the processes in the industry/firm and know the costs related to the various steps in the chain.

3. Analyse the regulatory regime, social system and cultural factors within the meat supply and value chains. The analysis will focus on the rules, regulations, controls and governance imposed on the meat sector, looking at what is set out in principle and what happens in practice to determine the extent of non-compliance and associated food safety risks. This part of the study should look at the role of institutional and cultural factors that influence and shape the meat industry.
4. Map out the entire eco-system for the UK domestic meat trade showing the dynamics, interactions and interdependencies between sectors and stakeholders - the scope of which should look to encompass objectives 2 and 3 above.
5. Comparative Analysis - compare compliance levels in meat hygiene official controls by sector (*poultry, red meat, game handling and horse meat*) and scale of operation (*micro, small, medium, large, very large*). Identify factors or drivers that could potentially explain differences in compliance performance between sectors and scale of plant.
6. Recommendations on designing an effective regulatory model that enables the FSA to identify vulnerabilities and compliance risks in the domestic meat supply and value chains, which ultimately poses a risk to food safety.

Methodology

We expect the tenderer to outline an approach they deem appropriate to answer the research questions and that appreciates the challenges of conducting this research. It is not expected that a complete methodology be outlined in the tender application. Instead, the tenderer should include a roadmap of the concepts they expect to apply and research they intend to build upon to achieve the outcomes outlined in the specification. Where assumptions are made, these must be explicitly stated along with the rationale behind their application.

Evidence Base

To be effective, regulators need to ensure that firms comply with the rules they set. Compliance in practice depends on a range of factors, including incentives, governance, controls, culture and behavioural issues. A paper by Iscenko, Pickard, Smart and Vasas (2016), considers how regulators can complement an incentive-based 'credible deterrence' approach with an approach that uses insights from psychology to change the way that firms make compliance decisions. This involves analysis of behavioural biases, morality, culture and social norms, which have tended to be studied in the context of consumer decision making. However, their implications for compliance are less well understood.

Standard economic models see regulation as a principal-agent problem, in which the regulated firm – the agent – may have an incentive to act in a harmful way (see Laffont and Tirole (1993)). The firm has private information that the regulator – the principal – cannot access, which limits the

regulator's ability to prevent the firm from doing harm – imperfect monitoring (see Alchain and Demsetz (1972) and Fama (1980)). The sorts of harm that are of concern to regulators include the exploitation of vulnerable consumers, market integrity issues and market failures, which occur when profit-maximising behaviour on the part of firms reduces the welfare of society as a whole. These models have had a significant influence on regulators' approaches to compliance, with 'credible deterrence' tending to focus on using detection and punishment to change firms' incentives, alongside strengthening the quality of firms' governance and internal controls.

Ischenko et al (2016) discuss how behavioural biases occur when decision making departs from the benchmark of strict rationality. They explain that such biases can affect people's/ firms' preferences, their beliefs, and the way they make decisions, all of which are important for the way that people/ firms respond to compliance incentives. Biases in preferences affect the way that people/ firms weight the costs and benefits of non-compliance, with present bias increasing the perceived benefits of non-compliance and endowment effects resulting in firms becoming excessively attached to existing, potentially poor, compliance processes.

Ischenko et al (2016) also highlight that contextual factors help to determine the weight that people/ firms attach to such moral considerations, and therefore affect the interaction of people's/ firms' internal and external incentives. If ethical considerations are made salient when firms make decisions, it is more difficult to rationalise wrongdoing. For instance, making people/ firms recall moral codes before they have the opportunity to break rules can make wrongdoing less likely (see Marzar, Amir and Ariely (2008)).

In addition to monetary incentives, reputation, can also drive individuals' behaviour (see Busuioic and Lodge (2015)). Firms and individuals therein are concerned about their standing with their networks of audiences, which include regulators, potential employers, competitors and consumers. While in the principal-agent view firms' private information is a benefit that they would not wish to give up, the reputational view suggests that they might do so if it enhanced their standing with their audiences. The way in which firms respond to compliance incentives will also be subject to reputational considerations, as being seen to have engaged in wrongdoing is likely to affect firms' and individuals' standing with the audiences. Within this framework, reputation damage could feature as an addition to punishment in the event that wrongdoing is detected. Alternatively, if wrongdoing is known to actors other than the regulator, reputational damage could be thought of as reducing the benefits of non-compliance.

Some studies have found that increasing the probability of detection is more effective at discouraging rule breaking than increasing punishments. The effectiveness of increasing the probability of detection also depends on the nature of the infringement, tending to be more effective for rule breaches such as tax evasion and fraud than violent crimes (see Entorf (2012)). Some evidence from behavioural experiments has called into question the effectiveness of both certainty and severity. These experiments suggest that people tend to break rules by a modest but consistent amount, regardless of the level of reward or the probability of detection (see Ariely (2012)).

In a detailed evaluation of several models, frameworks, and approaches to studying food safety culture in FBOs, Jespersen, Griffiths, and Wallace, (2017) present a synthesis of previous work in the food safety culture domain. This, along with other behavioural economic models (Dynamic-Value-Effort Decision-Making Model) designed to account for FBO behaviour point to the same core

properties as ways of depicting food safety culture along five core dimensions: Values & Mission, People systems, Adaptability, Consistency, and Risk awareness (see FSA report – “*How can we make businesses more compliant?*” FSA January 2018).

The evidence base reviewed and discussed above should be a starting point for tenderers to build on; drawing on relevant expertise, experience and the on best available evidence on methodologies and approaches for identifying motivators i.e. behavioural (ethical, risk-based, cognitive-constraint-based) and economic incentives that influence compliance in the meat industry with respect to food safety management and food safety culture.

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Deliverables

Output 1: A literature review exploring behavioural and social factors, and how they dynamically interact with economic factors in the UK meat industry. This should directly address the core question: What are the relationships between incentives and compliance in an organisational context such as the meat industry?

Output 2: Schematic mapping of the entire eco-system for the UK meat trade showing the dynamics, interactions and interdependencies between sectors, institutions and stakeholders in relation to the supply chain, value chain and regulatory system.

Output 3: Comparative analysis of compliance levels in meat hygiene official controls by sector and scale/ size of FBO operations.

Output 4: A draft final report with key findings, including outputs from any workshops/interviews. FSA's preferred reporting format is 1:3:25, where 1 refers to a one-page project summary, 3 refers to the executive summary and 25 refers to the full report (excluding annexes). Tenders are asked to comment on this format, if the format is not suitable for the research being proposed. FSA expects all reports to include a project summary and executive summary. The report should contain an executive summary and be provided in electronic format (word).

Output 5: Agreed final report using the 1:3:25 format as stated above (excluding annexes). The report should contain a project summary, an executive summary, full report, and be provided in electronic format (word and PDF):

- The executive summary should refrain from simply bulleting the points in the main report, but should consider what the findings mean in a wider policy context;
- The main body of the report should include a detailed assessment of the UK meat industry in its operation across the whole supply chain in addressing each of the research questions.
- PowerPoint presentation summarising the key research findings and recommendations; and
- Electronic files of the underpinning data, including the modelling tool.

Usually reports require two rounds of substantive comments by FSA officials for clarification (and any other parties involved in the project as appropriate) and a final round to finalise minor outstanding comments. Unless otherwise agreed, the project manager will co-ordinate comments and provide them to the contractor and all responses will be recorded. The final report will be subject to external peer review, following which further amendments may be required. Contractors should agree the timetable for reporting and publication with the project officer but should note that FSA normally expect three weeks to provide a co-ordinated response per round of substantive comments. Please confirm in your proposal how you will meet FSA's requirements for reporting.

The Agency is committed to openness and transparency. As well as the final project report being published on the Food Standards Agency website (www.food.gov.uk), we encourage contractors to

publish their work in peer reviewed scientific publications wherever possible. Also, in line with the Government's Transparency Agenda which aims to encourage more open access to data held by government, the Agency is developing a policy on the release of underpinning data from all its science- and evidence-gathering projects. Underpinning data should also be published in an open, accessible, and re-usable format, such that the data can be made available to future researchers and the maximum benefit is derived from it. The Agency has established the key principles for release of underpinning data that will be applied to all new science- and evidence-gathering projects which we would expect contractors to comply with. These can be found at <http://www.food.gov.uk/about-us/data-and-policies/underpinning-data>

As required on a project by project base UKAS accreditation, ISO 9001 etc.

Quality management considerations should be given as to whether any particular standards need to be met.

Please list all specific requirements and insert any specific links

Examples of standards can be found at:

<http://www.iso.org/iso/home/standards.htm>

If the project includes any mathematical modelling, the quality assurance considerations need to include how the work will meet the standards in the Aqua Book:

<https://www.gov.uk/government/publications/the-aqua-book-guidance-on-producing-quality-analysis-for-government>

Will the '[Joint Code of Practice for Research](#)' apply to your project?

<https://www.gov.uk/government/publications/joint-code-of-practice-for-research-jcopr>

Timings

Suggested research components and reporting timescales are as follows:

TABLE 2. REPORTING TIMESCALE	
Action	Timing
Project Start	September 2018
Output 1: Literature Review	October 2018
Output 2: Schematic mapping of the entire eco-system for the UK meat trade	November 2018
Output 3: Comparative analysis	December 2019
Output 4: Draft final report	January 2019
Output 5: Agreed final report	February 2019

Tenderers must provide a proposed timetable including, dates for outputs and other key dates as appropriate. Critical dates must be marked accordingly. The timetable must allow sufficient time for the Agency to comment on draft research materials including questionnaires, approach letters, etc.

and sufficient time for reporting as detailed above. The timetable should also include indicative dates for a start-up meeting and any interim meetings where necessary.

Personnel

Details of all key personnel who will be working on this project must be given. Should any element of this project be subcontracted, this must also be stated in proposals with details of subcontracted companies, their key personnel and working arrangements with subcontractors. Tenderers should demonstrate previous experience of successful delivery of similar projects.

The tenderer will be required to appoint a Contract Manager (generally the named Principal Investigator) who will be fully accountable for the delivery of the project against the contract. They will be required to liaise closely with the Agency's nominated project officer.

Data issues

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

Dataset for analysis

The Agency requires a fully documented non-anonymised dataset which it can use for its own analysis and research purposes. We will also require sufficient documentation (including syntax of main and derived variables) to allow Agency analysts and external researchers to replicate analysis included in the outputs. The dataset will require encrypted identifiers for each record, with a separate file to link these to names and contact details – which would be held securely by the Agency. Tenderers must set out what documentation they would provide to accompany the dataset.

Data security

Please refer to the Framework Standard Terms and Conditions on data security and outline in your tender any specific issues related to this project. The successful tenderer will be asked to complete a Data Security Questionnaire which will be reviewed by the FSA data security team and will form part of the contract.

Data permissions and referencing

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

- Access to other datasets, as necessary

Costs should be provided exclusive of VAT and should clearly state whether VAT will be charged.

Annex 3 – Supplier's Technical Proposal

Lead Applicant's details							
Surname	Musalova	First Name	Ludmila	Initial	L	Title	Dr
Organisation	Greenstreet Berman Ltd	Department	Research & Evaluation				
Street Address	10 Fitzroy Square						
Town/City	London	Country	UK	Postcode	W1T 5HP		
Telephone No	020 3102 2120	E-mail Address	ludmila.musalova@greenstreet.co.uk				
Is your organisation is a small and medium enterprise . (EU recommendation 2003/361/EC refers http://www.hmrc.gov.uk/manuals/cirdmanual/cird92800.htm)			Yes	✓	No		
TENDER SUMMARY							
TENDER Title							
Behaviour and Compliance – Motivators and Economic Incentive Drivers in the UK							
TENDER reference	FS301071						
Proposed Start date	17/09/2018		Proposed	21/03/2019			
1: TENDER Summary AND OBJECTIVES							
A.			TENDER SUMMARY				
Please give a brief summary of the proposed work in no more than 400 words.							

The aim of this study is to examine the underlying incentives that drive compliance and food safety culture in Food Business Operators (FBOs) in the UK meat industry. We would draw knowledge from multiple disciplines, such as behavioural economics, psychology, and sociology to account for shortcomings of traditional models and learn from alternative models explaining decision making and compliance behaviour.

1. Inception/Scoping meeting

The inception meeting will discuss the research requirements and reporting mechanisms and agree on a methodological approach.

2. Rapid Evidence Assessment-Literature Review

The purpose of this review is to gather existing research and evidence to understand a) enablers and barriers to compliance, and b) role of incentives in the meat industry. We would conduct a systematic literature review and apply standardised screening tools such as EEPI Centre's Weight of Evidence (EoE) framework, and the Home Office Quality Assessment Tool to determine weight of evidence allocated to each source.

3. Value chain analysis

We would conduct consultations with food trade organisations and case study analysis (using Boolean Algebra and the AcciMap technique) to:

- Identify the primary and secondary activities adding value to the final product;
- Identify institutional and cultural factors (e.g. power distance, moral codes, management 'buy in') which contribute to compliance behavior; and consequently
- Map out the entire eco-system and demonstrate interdependencies by drawing out similarities, differences and confounding variables affecting compliance.

4. Comparative analysis

Qualitative Comparative Analysis (QCA) would be conducted to compare compliance level by sector (poultry, red meat, game handling and horse meat) and scale of operations (micro, small, medium, large and very large) and investigate the reasons behind the differences.

We would assess the different sectors and scale of operations against factors perceived as barriers and enablers to compliance and devise a compliance risk scale.

5. Recommendations

The recommendations would collate findings from stage 2-4 and provide summaries on:

- Factors affecting compliance across different segments, sectors and scales of operations;
- Effectiveness of Food Standard Agency (FSA) strategies to combat non-compliance specific in different sectors and scale of operations.

6. Reporting

We would consolidate the findings and produce a Draft Final Report, which would be subjected to two rounds of FSA review, comments and GSB iterations.

The final output would consist of:

- Final Report;
- Power Point presentation;
- Electronic files of underpinning data (transcripts/interview summaries) and proposed modelling tool.

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

Objectives

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

Objective Number	Objective Description
1.	Objective 1: Inception Meeting
2.	Objective 2: Literature Review
3.	Objective 3: Value Chain Analysis (Consultations and Case Studies Analysis)
4.	Objective 4: Comparative Analysis (Qualitative Comparative Analysis)
5.	Objective 5: Recommendations
6.	Objective 6: Reporting

2: DESCRIPTION OF APPROACH/SCOPE OF WORK

A. Approach/Scope Of Work

Please describe how you will meet our specification and summarise how you will deliver your solution. You must explain the approach for the proposed work. Describe and justify the approach, methodology and study design, where applicable, that will be used to address the specific requirements and realise the objectives outlined above. Where relevant (e.g. for an analytical survey), please also provide details of the sampling plan.

Understanding of the research background and objectives

The FSA wishes to conduct a study which would examine the underlying incentives that drive compliance and food safety culture in FBOs in the UK meat industry. It is envisaged that the study should utilise a multidisciplinary approach to identify enablers and barriers to food safety compliance. Understanding of these factors would enable FSA to develop risk based regulatory systems. The scope of the study should encompass the entire UK domestic meat supply chain (from 'Farm to Fork') including production, processing, wholesale, retail, consumer, management and governance, coordinated with existing frameworks for understanding food safety culture.

The objectives of the project are to:

- Understand the complexities and dynamics of the UK meat industry;
- Outline primary and secondary activities of the meat value chain in the UK, explain relationships between them and their impact upon compliance;
- Draw on conventional and behavioural economics to explain the role of incentives;
- Produce evidence/recommendations the FSA can use to aid with development of new regulatory systems.

Compliance in the food industry

The food industry has received increased attention from regulators, media and customers in the past years. The safety of meat has been in the forefront of concern in recent years, due to events such as the horsemeat scandal (2013), forgery of poultry 'kill dates' (2017) triggering incorrect 'use

by dates' on products and numerous safety breaches at meat plants.

In the UK, the Food Safety Act 1990 ("the Act") is the primary Act governing food safety. Its main objective is to ensure the safety of food intended for sale for human consumption. The Act and accompanying regulations are based around prescriptive command and control requirements, and self-regulatory approaches.

For any food safety problem, the level of public intervention ranges from doing nothing (leaving the market to find the appropriate solution) to direct regulation⁶, with a range of options in between. The level of government intervention is as follows:

- No Intervention:
 - Doing nothing.
- Self-regulation-Voluntary codes of practice:
 - Farm assurance schemes;
 - Retailers proprietary quality assurance schemes.
- Co-regulations:
 - Statutory or Government-backed Codes of Practice or Action Plans.
- Information & Education:
 - Assembling and publishing evidence to inform the public debate;
 - Information and advice to consumers;
 - 'Naming and Shaming'.
- Incentives based structures:
 - Rewarding desirable behaviour by the private sector;
 - Creating market incentives for investments in food safety.
- Direct command and control interventions:
 - Direct regulation;
 - Public enforcement and monitoring;
 - Sanctions and penalties.

Incentives for compliance and the types of regulation required will vary depending on where a company is positioned in the food chain⁷ and what type of product/services it offers. For example, certain sectors carry higher risk than others (e.g. fresh meat) and therefore attract greater regulatory attention. The likelihood of detection and severity of penalty will provide downstream stakeholders (e.g. retailers) with a strong incentive to impose rigorous monitoring on upstream stakeholders (e.g. manufacturers). On the other hand, supply chains with lower concentration at the point of consumption (e.g. restaurants) and lower probability of detection will have lower control mechanisms.

Regardless of the mechanism of enforcement, it has been documented that access to reliable information and advice is a vital component of any strategy aimed at achieving high rates of compliance. This is particularly of relevance among SMEs that may lack expertise and/or resources. Recent studies^{8 9} on enforcement approaches for food safety has shown that different organisations respond differently to reinforcement strategies. For example, SMEs respond well to education activities by local authority, which had significant effects on inspection rating scores and compliance

⁶ Better Regulation Task Force, 2003. Imaginative Thinking for Better Regulation.

⁷ Martinez, M. G., Fearn, A., Caswell, J. A., & Henson, S. (2007). Co-regulation as a possible model for food safety governance: Opportunities for public-private partnerships. *Food Policy*, 32(3), 299-314.

⁸ Yapp, C., Fairman, R., 2004. The Evaluation of Effective Enforcement Approaches for Food Safety in SMEs. Food Standards Agency.

⁹ Yapp, C., Fairman, R., 2006. Factors affecting food safety compliance within small and medium-sized enterprises: implications for regulatory and enforcement strategies. *Food Control* 17 (1), 42-51.

levels; while large retailers and food service chains were shown to be most receptive to 'scores on the door' approach¹⁰ and reputational sanctions¹¹ (e.g. naming and shaming approach). Furthermore, research (Greenstreet Berman Ltd for FSA, 2008)¹² showed that the 'scores on the doors' schemes encourage businesses to improve hygiene standards and lead to measurable improvements in hygiene inspection scores. The financial penalties have shown to be efficient across all business sizes. The incentive for large business is to avoid bad publicity and product recalls¹³, while for small businesses the incentive is the significant economic cost which provides sufficient deterrence to non-compliance.

Two broad strategies have been identified in dealing with non-compliance, namely 'compliance' and 'deterrence strategies'. A 'compliance' strategy (e.g. guidance, advisory services, leaflets) is more flexible than 'deterrent' strategies which involve more formal enforcement action such as prosecution and closure of a business. Some studies¹⁴ suggest that increasing the probability of detection is more effective than increasing punishment. While others advocate provision of advice on continuous improvement to be the most effective strategy.¹⁵

Initial research¹⁶ has profiled businesses which do not comply into the following categories:

- Amoral calculators: motivated entirely by profit seeking;
- Political citizens: inclined to comply with law, but can be non-compliant if they disagree with the law (perceived as arbitrary or unreasonable);
- Organisationally incompetent: non-compliance attributed to failures of management, knowledge and systems.

More recent research (Greenstreet Berman Ltd for FSA, 2012)¹⁷ produced a tool to diagnose culture in FBOs, which provides the following categorisation:

- Amoral calculators – those who intentionally breach regulations for financial gains;
- Dependent – those who wait till they receive advice from regulators prior to conducting improvements;
- Doubters – those who doubt/underestimate the risk of food hygiene;
- Proactive compliers – those who understand the risk and engage in good practice;
- Leaders – those who view food hygiene as a critical business issue.

Regulatory bodies' interests are focusing specifically on drivers for compliance, which are likely to be influenced by demographic factors such as size of the business, location/UK country (e.g. England vs. Wales) and sector (e.g. poultry vs. red meat). For example, SMEs have significantly different characteristics from large businesses in terms of their financial standing, expertise and staffing capabilities. These characteristics impact upon organisational compliance and have generated substantial debate about designing regulatory and enforcement strategies that optimize

¹⁰ Jin, G.Z., Leslie, P., 2003. The effect of information on product quality: evidence from restaurant hygiene grade cards. *The Quarterly Journal of Economics* 118 (2), 409–451.

¹¹ Boehnke, R.H., Graham, C., 2000. International survey on public posting of restaurant inspection reports, and/ or grade card posting scheme based on health inspections. Ottawa-Carleton Health Department, Ottawa.

¹² Wright, M., Smith, R., Evans, R., Williams, N. & Leach, P. 2008. Evaluation of Scores On The Doors. Food Standards Agency. <http://www.admin.food.gov.uk/sites/default/files/multimedia/pdfs/sotdmainreport.pdf>

¹³ Cragg Ross Dawson, 2005. Food Scares and Food Safety Regulation. Qualitative Research on Current Public Perceptions.

¹⁴ Entorf, H. (2012). Certainty and severity of sanctions in classical and behavioural models of deterrence: A survey. IZA Discussion Paper 6516.

¹⁵ Hampton, P., 2004. Reducing administrative burdens: effective inspection and enforcement, HM Treasury.

¹⁶ Kagan, R., Scholtz, J., 1984. The 'criminology of the corporation' and regulatory enforcement strategies. In: Hawkins, K., Thomas, J. (Eds.), *Enforcing Regulation*. Kluwer-Nijhoff, Boston, pp. 67–95.

¹⁷ Wright, M., Leach, P., Palmer, G. 2012. A Tool to Diagnose Culture in Food Business Operators Report from Greenstreet Berman Ltd for the FSA. https://www.food.gov.uk/sites/default/files/media/document/803-1-1430_FS245020.pdf

compliance levels suitable for various types of businesses. Study on business perspectives on securing compliance (Greenstreet Berman Ltd for Defra, 2011)¹⁸ has found that:

- Businesses compliance behaviours are influenced by business drivers and regulations as well as their capacity to comply, and perceptions of risks, and
- A range of approaches to securing compliance need to be matched to the attitudes and capacity of businesses.

Empirical research¹⁹ assessing the factors affecting compliance with food safety legislation within small and medium-sized enterprises has shown that commonly cited barriers such as time and money, may conceal more complex issues, such as: a) lack of trust in food safety legislation and enforcement officers; b) lack of motivation in dealing with food safety legislation; and c) lack of knowledge and understanding. Research²⁰ in the game meat industry states that understanding limitations in stakeholders' knowledge can assist policy makers in developing strategies to alleviate the problem.

Similar findings were obtained from research²¹ on food manufacturing (investigating compliance in SMEs and large organisations), which identified the five top challenges to compliance as: lack of technical knowledge and skills of employees, employee resistance to change, lack of awareness of the requirements, high cost of development and implementation, and inappropriate infrastructural capabilities for validating and verifying Food Safety Management Systems (FSMS). The most commonly cited motivators for compliance were listed as: prospect of product improvements (81%), customer requirements (76%), regulatory requirements (60%), expected marketing advantage (54%) and corporate image (50%) and certification (38%). Only 35% enterprises complied because of potential liability claims, and 30% were driven by prospects of operational cost reduction.

Another research²² study associates business compliance with four key influential factors, these being:

- Relationships, trust and confidence;
- Regulatory drivers and support;
- Business knowledge and resource;
- Business incentives for voluntary improvement.

As documented by research, there are various factors which affect FBOs compliance within the meat industry and consequently serve as enablers or barriers to compliance. These factors will have greater or lesser effect depending on the business characteristics, such as scope (size) and nature of operations. In summary, the most frequently cited reasons for non-compliance are cited as:

- Lack of:
 - Financial resources;
 - Time;
 - Experience;
 - Motivation;
 - Knowledge;
 - Support;

¹⁸ Shaw, J., Abbot, C. & Wright, M. 2011. Business perspectives on approaches to securing compliance. Defra. <http://randd.defra.gov.uk/Default.aspx?Menu=Menu&Module=More&Location=None&Completed=0&ProjectID=17702>

¹⁹ Yapp, C., & Fairman, R. (2006). Factors affecting food safety compliance within small and medium-sized enterprises: implications for regulatory and enforcement strategies. *Food Control*, 17(1), 42-51.

²⁰ Bekker, J. L., Hoffman, L. C., & Jooste, P. J. (2011). Knowledge of stakeholders in the game meat industry and its effect on compliance with food safety standards. *International Journal of Environmental Health Research*, 21(5), 341-363.

²¹ Mensah, L. D., & Julien, D. (2011). Implementation of food safety management systems in the UK. *Food Control*, 22(8), 1216-1225

²² Wright, M., McMahon, A., Norton Doyle, J. Smith, R., Ali, F. & Walker, O. (2007). Compliance processes, costs and consultation strategies: Summary report for the Food Standards Agency. FSA: Foodbase.

- Trust in legislation and enforcement officers;
- Business incentives.
- Employee resistance to change;
- Employer moral stance; and
- Limited involvement from top level management.

Behavioural Economics and Decision making

Behavioural Economics study the effect of psychological, cognitive, emotional, cultural and social factors have upon individual and organisational decision making and the justifications and rationale behind them.

Behavioural Economics²³ point towards several underlying factors that affect individual's compliance behaviour, such as:

- Strength of constrain – The problem of weak constrain is that when the violation of a rule has negligible effect, the rule will be violated;
- Conflicting constraints – where violation depends on the strength of the constrain;
- Delayed or discrepant feedback – delayed or ambiguous feedback increases violation;
- Suboptimal substitution – where individuals trade short term benefits for long term benefits.

Many of the current ideas on behavioural change are influenced by the Nudge theory which suggests that people often make poor decisions and choices (out of line with traditional economic concepts of rationality) due to the nature of thought processes and social influences. The authors²⁴ of this theory argue that individual preferences may not be well informed, and choices may be influenced by default rules, framing effect (cognitive bias-where people react to a particular choice in different ways depending on whether it represents gain or loss) and imperfect knowledge.

Proposed approach

Our approach to examine non-compliance behaviour across the meat chain industry would draw knowledge from multiple disciplines, such as Behavioural Economics, Psychology, and Sociology to account for shortcomings of traditional models and learn from alternative models explaining decision making and compliance behaviour. The idea is to analyse behavioural bias, morality concepts, culture and social norms and their effect on compliance. Research²⁵ suggests that behavioural bias occur when decision making departs from rationality. Consequently, bias affects the way individuals weigh the costs and benefits of non-compliance. Moral codes and organisational culture norms have also shown to impact compliance related behaviour.

We would investigate the factors influencing decision making and compliance related behaviour, by using decision making processes and behavioural models such as:

- Bounded rationality²⁶ which is a key behavioural economics concepts, focusing on shortcomings in decision making, namely limitation of information (incomplete knowledge) and cognitive capability;
- Heuristics – a set of shortcuts people rely on when making decisions;
- Optimism bias – when people believe that their chances of experiencing a negative event (backlash of non-compliance) are much lower than those of others;
- Loss/risk aversion – where the impact of loss is greater than of an equivalent gain;
- Dynamic value effort decision making model encompassing five core dimensions, namely: values, mission, people, systems, adaptability, consistency and risk awareness;

²³ Battmann, W., & Klumb, P. (1993). Behavioural economics and compliance with safety regulations. *Safety Science*, 16(1), 35-46.

²⁴ Thaler, R. H., & Sunstein, C. R. (2008). *Nudge: Improving decisions about health, wealth, and happiness*. New Haven, CT: Yale University Press

²⁵ Iscenko, Z., Pickard, C., Smart, I., & Vasas, Z. (2016) *Behaviour and Compliance in Organisations*, Occasional Paper 24.

²⁶ Simon, H.A. (1955) A behavioural model of rational choice. *Quarterly Journal of Economics* 69, 99 -118

- Behavioural wheel model – which demonstrates interaction between the three layers (concentric circles) of the wheel and related functions, namely:
 - Sources of behaviour (capability, opportunity and motivation);
 - Intervention functions (modelling, enablement, coercion, incentivisation, persuasion, education, restrictions etc.); and
 - Policy (fiscal measures, guidance, communication/marketing etc.).

Understanding individuals' cognitive processes and their role in compliance would enable us to assess the socio-economic factors contributing to compliance in the meat industry. We would also aim to determine social, cultural and behavioural issues affecting compliance of businesses across the value chain.

Methodology Approach

The work will be split into six phases, which are as follows.

Phase 1 – Inception meeting and planning (Objective 1)

The purpose of the inception meeting is to clarify: a) research aims and objective, b) project deliverables, c) reporting systems, d) research methodology, and e) stakeholders engagement approach. It is envisaged that the inception meeting may lead to a revision in the proposed methodology and iteration of project approach. Any changes arising from the meeting will be minuted and kept for future record.

Phase 2 – Rapid Evidence Assessment – Systematic Literature Review (Objective 2)

The first work objective is to complete a systematic literature review. The aim of this task is to identify barriers to compliance specific to sectors and scale of operations and consequently propose successful regulator strategies to combat non-compliance. The rationale for this objective is that there is existing relevant research that can be collated for the purposes of understanding compliance behavior but that this research has not been screened, synthesized and related to the specific questions posed by the FSA.

We will conduct a systematic literature review guided by the ITT research questions and predefined set of criteria for scope of the literature, inclusion/exclusion criteria, key words search, snowballing technique, screening and quality assurance; which are detailed in the next section.

The articles/sources will be screened against the predefined set of criteria and weight of evidence will be provided by using the EPPI Weight of Evidence Score and the Home Office Quality Assessment tool.

Phase 3 – Value chain analysis (Objective 3: a, b and c)

The value chain analysis will encompass consultation with stakeholders from Food Trade organisations, such as National Farmers' Union (NFU); British Retail Consortium (BRC); British Meat Processors Association (BMPS); National Beef Association (NBA) etc. and case study analysis, using Boolean Algebra and AcciMap techniques. The aim of this phase is to identify activities involved in the value chain analysis and determine their value and impact on compliance.

The value chain analysis will aim to:

- Identify different business models and characteristics evident across the chain and the impact they may have upon regulatory compliance;

- Analyse the institutional and cultural factors, such as ethics code; management 'buy-in', and organisational incentives, that may affect compliance;
- Identify interdependencies, dynamics and interactions between sectors and stakeholders.

Phase 4 – Comparative Analysis (Objective 4)

Phase 4 will include a Qualitative Comparative Analysis (QCA) method which bridges quantitative and qualitative analysis and provides analysis of causal complexity. We would draw out similarities and differences in compliance levels between different sectors and scale of operations.

The final output would consist of a comparative table and related interpretation of interactions and influences. In addition, we would also design a compliance risk scale (ranging from very high to very low).

Phase 5 – Recommendations (Objective 5)

This phase will consolidate findings from previous phases (phase 2-4) and provide recommendations on the design of a regulatory model enabling FSA to identify vulnerabilities and risk factors across the value chain.

The recommendation would identify barriers to compliance and advise on compliance management strategies specific to sector (poultry, red meat, game handling and horse meat) and scale of operations (micro, small, medium, large and very large businesses).

Phase 6 – Reporting (Objective 6)

Following completion of phases 1-5, we will produce a Draft Report containing key findings and including outputs from evidence review, consultations and case studies, for FSA review. Subject to FSA feedback we will iterate the report and produce a Final Report and power point slides.

Detailed description of proposed phases and objectives is provided in Section 3: Project Plan and Deliverables.

A. INNOVATION

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

We propose to use decision making and behavioural change theories and models across various disciplines, encompassing Psychology, Behavioural Economics and Sociology. This would enable us to provide a holistic overview of factors affecting compliance and develop recommendations for a complex compliance model (Phase 2-Objective 6).

3: THE PROJECT PLAN AND DELIVERABLES

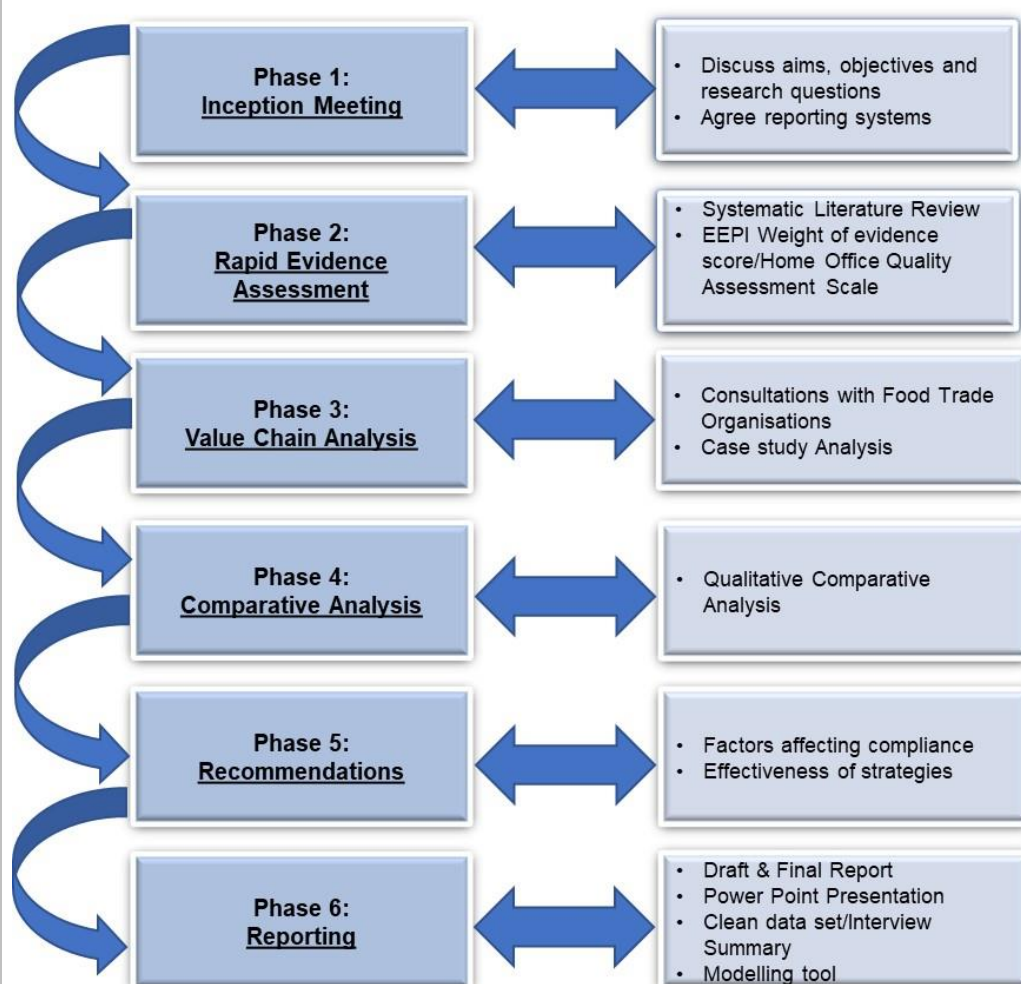
A. The Plan

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.

Methodology Approach

The methodology approach is illustrated in Figure 1. Detailed explanation of each phase/objective is provided below the figure.

Figure 1: Methodology Flowchart.



Objective 1: Scoping and Inception Meeting

The initial scoping of requirements will take place at the inception meeting, which would take place shortly after the contract award. We envisage that the meeting will be attended by FSA and GSB project managers and other pertinent stakeholders.

During the meeting we wish to discuss:

- Project management arrangements, method and frequency of reporting;
- Research aim and objectives, and research questions;
- Agree principles for the desktop literature review (e.g. scope of literature, inclusion/exclusion criteria, search words, sources);
- Agree the scope and coverage of consultations (e.g. type of stakeholders, key areas to cover) & case studies;
- FSA level of engagement and reporting mechanisms;
- Report guidelines and requirements;
- Ethics requirements and risk control.

The meeting will be minuted by GSB, and documents summarising the main points will be provided to FSA for review and final acceptance. Following the meeting we would produce a) a stakeholder engagement plan to facilitate FSA collaboration at each stage of the work, and b) an iterated method statement.

Objective 2: Rapid Evidence Assessment and Systematic Literature Review

The first working objective is to conduct a literature review. The purpose of this review is to gather existing research and evidence to gain further understanding of motivation factors (enablers and barriers) affecting compliance in the meat industry and drawing comparisons across the whole meat chain.

The literature review would aim to explicitly address the core research question: *'What are the relationships between incentives and compliance in an organisational context such as the meat industry?'*

The literature review would draw information across disciplines, such as Psychology, Behavioural Economics, and Sociology, and use behavioural and motivation models to understand:

- The social and cultural complexities and economic dynamics underlying compliance behaviour across the food industry;
- Relationships between incentives, prosecution and compliance.

We would conduct a systematic literature review, based on an agreed process containing scope of the literature, inclusion/exclusion criteria, key words search, snowballing technique, screening and quality assurance.

Research Questions

The literature review would be guided by the research questions provided within the ITT document:

- What are the key economic incentives that motivate the UK meat industry and how do they differ by size, sector (poultry, red meat, game handling and horse meat) and UK country (England, Wales, Scotland and Northern Ireland)?
- How do perceptions of risk inform the way in which the meat industry is motivated to improve food safety cultures?
- How do non-compliant Food Business Operators (FBOs) compare with the meat industry as a whole?
- How can regulation motivate/ influence a good food safety culture in the industry?
- To what extent, if any, is there misalignment in incentives between the UK meat industry and the food safety regulator - FSA?
- Are the priorities of FBOs out of kilter with those of food regulators with respect to food safety management? Is this inherent throughout the industry and are there examples of good practice where the FBOs and regulators priorities are aligned?

The high-level questions will be broken down into a more manageable concepts/sub-questions to create search terms, which would enable an exhaustive and representative search of studies.

Inclusion/exclusion criteria

The search will be guided by inclusion/exclusion criteria allowing for transparency and replication. The selection of literature will be criterion based and uniformly applied. We would adopt a systematic approach to the search and screening of information, including:

- A set of key words and phrases (e.g. food safety compliance, motivation for compliance, meat industry compliance, effectiveness of regulatory interventions, incentive-based interventions, decision making models, etc.);
- Scope of review (e.g. all sources available and relevant to Food Industry vs. Meat specific);
- Type of evidence (e.g. empirical studies, literature reviews, case studies);
- Period of conducted research (e.g. since 2010);
- Location/Country of studies (e.g. UK, EU, North America, New Zealand and Scandinavia).

We will create a record keeping system containing information on details of searches, included/excluded studies and decision making with regards to borderline studies.

Key sources and phrases

The review will consider all available sources, to ensure that enablers and barriers to compliance are fully captured. The search method will exhaustively search all identifiable sources of information, including:

- Research databases (e.g. Science Direct, EBSCO, Psych Info);
- Industry specific journals (e.g. Foods Control; Meat Science, Meat Industry, Meat Trade Journal, etc.);
- Other scientific journals (e.g. Behaviour and Compliance in Organisations; Behavioural Economics and Compliance with Safety Regulations; The Quarterly Journal of Economics, etc.);
- Publications from governing/regulatory bodies (e.g. FSA, DEFRA);
- Government statistical reports;
- Foodex conferences;
- White Papers;
- Grey Literature (forums).

The key review phrases will be structured around the research questions and may include:

- Economic incentives in UK meat industry;
- Perception of risk in the food/meat industry;
- Causes of non-compliance by FBOs;
- Effectiveness of food safety regulations;
- Compliance based decision making;
- Etc.

Snowballing

We would use the relevant articles and research papers as a guide for snowballing for references, authors and organisations.

Screening

We would screen the material against the inclusion criteria and assess the weight and reliability of evidence by rating the quality of studies and volume of evidence.

The screening process would employ validated tools such as the EPPI Centre's Weight of Evidence (EoE) framework, composed of four elements (WoEA-quality of conduct of study, WoEB-suitability of the study design, WoEC-relevance of the study and WoED-overall quality score based on the average score of the three components) and/or the Home Office Quality Assessment Tool, consisting of a 5-point rating system used to classify the studies according to their methodological design. Using these tools would enable us to determine weight of evidence, classified as high, medium and low.

The final output of screening would consist of weight of evidence provided to each of the studies, on the basis of which we would produce an evidence table of the studies which were:

- Identified for screening;
- Excluded from screening;
- Selected for more detailed evaluation;
- Retained for synthesis of findings.

Quality Assurance

In order to eliminate literature/studies selection bias and reviewer error, a quality assurance process is applied. A random selection (10%) of reviewed literature will be assessed by a second reviewer to ensure consistency in scoring.

Synthesis of Literature Review

We would synthesise the literature review findings, by producing a written report which would:

- a) Address the research questions;
- b) Provide a model of behavioural compliance in the meat industry;
- c) Provide flow charts/table of systematic review process (including number of studies taken forwards at each stage);
- d) Provide weight of evidence table; and
- e) Provide recommendations for future research.

Objective 3a: Value Chain Analysis

The value chain analysis will encompass the whole UK domestic meat supply chain segmented by sector and product market. The starting process of the value chain analysis is to identify primary and secondary activities that add value to the final products, followed by analysis of the activities to reduce cost and increase differentiation. The primary and secondary activities will be characterised as: low/high value; low/high volume; high value-limited supply; no value added etc. For example, low value of activities would correspond to packaging of an unprocessed product (e.g. steak) and high value added would correspond to processed meat (e.g. ready meals).

Consultation with Food Trade Organisations

We would aim to establish the value chain by running a series of **consultations (interviews)** with respective food trade organisations, such as:

- National Farmers' Union (NFU);
- British Retail Consortium (BRC);
- Red Tractor;
- British Meat Processors Association (BMPS);
- International Meat Trade Association (IMTA);
- The National Association of Butchers (NACB);

- Association of Independent Meat Supplier (AIMS);
- National Beef Association (NBA);
- The British Poultry Council (BPC);
- British Hospitality Association (BHA); and
- Any other organisations/stakeholders suggested by Trade Organisations and/or FSA.

We would ensure to have a representative number of individuals from each association to ensure unbiased responses. We would conduct the interview using scripted proforma which would allow us to assess the characteristics of the business model across the supply chain, such as:

- Simple vs. complex model;
- Independent vs. interdependent model;
- Direct vs. mediated via intermediaries;
- Approved supplier model vs. competitive supplier model;
- High vs. low value/demand (e.g. high value - venison, low value – chicken);
- Constrained vs. unconstrained supply (e.g. country of origin constrained – such as Scottish Beef);
- Bargaining power of supplier/buyer;
- Ease of substitution/adulteration (e.g. ease of substitution free range chicken for organic or standard chicken);
- High vs low level of technology required for processing;
- Import/export regulations;
- Etc.

The characteristics above were selected upon review of business models, such as Porter's five forces, PESTLE, and Ansoff's matrix, detailing factors and activities affecting business growth. For example, low bargaining power of supplier corresponds to low prices of the product and ultimately may increase level of non-compliance, resulting from the pressure to maintain these low prices. Open European trading markets lead to increased import of meat which may lead to decreased compliance due to differences in regulatory systems.

Case studies analysis

In addition, we would seek information-reports from food regulating bodies and trade association to supplement the consultation findings. We would also aim to analyse publicly available **case studies** identified in literature review (Objective 2) and via consultations with food trade organisations and/or recommendations by FSA. We envisage that the focus will be on case studies with significant safety breaches, and propose to analyse approximately five case studies, across different FBOs sizes and types of product offered.

We would apply principles of sound case study analysis, namely: a) use of multiple sources of evidence (literature review, consultations, government reports, news and publications); b) creation of case study database, and c) maintaining a chain of evidence.

The process of case study analysis would be as highlighted in the following steps:

1. Identify the most important facts surrounding the case (non-compliance);
2. Identify the key issues (e.g. cultural barriers, lack of knowledge);
3. Specify alternative course of actions (education, inspections, financial penalty);
4. Evaluate the alternative course of actions;
5. Recommend the best course of action.

We would use Boolean Algebra to classify certain events and look for patterns within and across cases. The summary of this process would be represented in a tabular format, allowing for ease of

interpretation. We would also use the AcciMap technique to demonstrate the causation and interaction between events.

The findings from the consultations and case studies will be collated and presented in a graphical form. The final output of the value chain analysis would consist of a flowchart depicting the meat supply chain activities segmented by sector (poultry, red meat, game handling and horse meat) for a specific product market (e.g. venison, poultry, lamb, pork). The specific list would be agreed via consultation with FSA.

The flow chart would also provide indicative scale of value (high, medium, low) added at each step of the value chain.

Objective 3b: Analysis of institutional and cultural factors influencing compliant behaviour in FBOs

This package will use the trade organisations and other pertinent stakeholders (as in objective 3a) to gain stakeholder insights on the rules, regulations, control and governance imposed on each facet of the value chain activities. The interview proforma will contain section specific to institutional and cultural factors affecting compliance. We would also review the case studies (as in objective 3a) to seek evidence for institutional and cultural factors affecting compliance.

The purpose of the study is to identify potential discrepancies between safety regulations and their implementation in practice. Focus will be given to institutional and cultural factors that may influence compliance, such as:

- Ethic codes and morals;
- Senior leadership/management 'buy-in';
- Regulatory regime – e.g. provision of safety training, sharing of regulators/inspectors scores;
- Organisational cultures and their behavioural implications:
 - Power distance (obedience to authority vs. challenge of authority, centralised vs. decentralised decision making);
 - Uncertainty avoidance (risk taking);
 - Long terms vs. short term orientation (long vs. short term gains/focus).
- Organisational incentives to support compliance.

The findings from the analysis will be collated to provide mapping of specific cultural and social factors and the effect they have upon compliance. We would feed the findings into the main report which will be supported with a visual representation (flow chart) of social and cultural barriers to compliance.

Objective 3c: Map out entire eco-system and demonstrate interdependencies

We would combine findings from Objectives 3a and 3b into a joint output which would show dynamics, interdependencies and interactions between sectors and stakeholders. We would aim to draw out any similarities, differences and confounding variables affecting compliance in the meat industry. It is envisaged that the output would consist of a report and a flowchart depicting these interdependencies, direct and mediated influences across the value chain.

The proposed **mode/flow chart** would consist of:

- Primary and secondary activities comprising the 'farm to fork' journey;
- Estimate of value added (increased cost of the product) of each one of these activities, categorized as high, medium and low (e.g. low - less than or equals to 30%; medium - greater than 30% less than or equal to 60%; high – greater than 60%);
- Table showing institutional and cultural factors affecting compliance throughout the value chain.

Objective 4: Comparative analysis

This work package would consist of Qualitative Comparative Analysis (QCA) which would enable us to compare compliance level by sector (poultry, red meat, game handling and horse meat) and scale of operations (micro, small, medium, large and very large). We will also seek to explore the reasons/drivers behind these differences. QCA is a means of analysing the causal contributions of different conditions (e.g. small organisation & limited financial resources) to an outcome of interest (e.g. food safety hygiene compliance).

We have chosen QCA as this method bridges quantitative and qualitative analysis; provides analysis of causal complexity and is suitable for small to intermediate design (e.g. 5-50 cases).

The steps of QCA are as follows:

1. Documentation of different configurations of conditions associated with each case of observed outcome;
2. Minimisation procedure that identifies the simplest set of conditions that account for all observed outcomes;
3. Configuration of results (e.g. condition A and condition B leads to outcome E);
4. Interpretation of comparative table.

We would assess and consequently compare the different sectors and scale of operations against factors perceived as barriers and enablers to compliance, such as limited lack of knowledge, limited resources, low supplier's power, lack of moral code, motivation, incentives etc. This would be conducted by devising a compliance risk scale (ranging from 1-5, with 1=very low risk and 5=very high risk). The scale would be colour coded to increase ease of interpretation.

We would seek to establish a relationship between sectors, scale of operation and compliance affecting factors.

The output would be presented in tabular format.

Objective 5: Recommendation on designing an effective regulatory model

Following completion of prior objectives, we would provide recommendation on designing an effective regulatory model which would enable FSA to identify vulnerabilities and risks across the supply chain. We would compare and collate information/findings from literature review, consultations and case study analysis to form a judgment on the suitability of specific compliance management strategies.

The recommendations would collate findings from Objective 2-4 and provide summaries on:

- Factors affecting compliance across different segments, sectors and scales of operations;
- Effective FSA strategies to combat compliance specific to different sectors and scale of operations;
- Match effective strategies to the business compliance profile – Amoral Calculator, Dependent, Doubter, Proactive Complainer, Leader (e.g. for Leaders in compliance – provide recognition and encourage display of food safety certificates, while for the Amoral Calculators segment it may be useful to highlight cases where people/businesses have been prosecuted for intentional non-compliance and set strict criteria for improvements).

The summaries would consist of metric tables which would provide a set of barriers and enablers to compliance, followed by recommended compliance management strategies against specific sector and/or scale of operations. The tables would also provide a justification (reasons) for effectiveness of these strategies. In another words, they will explain why the proposed strategies are deemed as effective in particular business environments.

Objective 6: Reporting

Following completion of objective 1-6, we would consolidate the findings and produce a Draft Final Report containing main findings and output from consultations and case studies. We would follow FSA reporting format standards and procedures. As a result, we would expect two rounds of FSA comments and reviews prior to producing the Final Report.

We would ensure transparency and clarity of the process by providing response to FSA comments in the form of an excel spreadsheet providing commentaries on how FSAs comments were addressed.

The final output would consist of:

- Agreed and iterated Final Report containing:
 - Literature Review findings;
 - Schematic mapping of the entire eco-systems for the UK meat trade showing dynamics, interactions and interdependencies;
 - Comparative analysis of compliance levels by sector and scale/size of FBO;
 - Summary findings from consultations and case studies.
- Power Point presentation summarising key research findings and recommendation;
- Clean copy of data (interview transcripts or interview summaries – subject of FSA preferences) and proposed modelling tool.

Ethics

We do not envisage that our approach would require formal ethics approval, as all responses will be analysed in aggregate and references will be made to the scale and type of operations/businesses rather than particular organisation. Furthermore, we would follow the Economics and Social Research Council (ESRC) and Marketing Research Society (MRS) Codes of Ethics for data collection, namely: informed consent, anonymity and right to withdraw, independence of the research and participants' well-being.

Detailed description of ethical considerations is provided in section B: Ethics.

We will offer respondents the right to not answer questions and to withdraw answers. We would be General Data Protection Regulation (GDPR) compliant.

Our Project Manager is able to act as an Ethics Advisor.

Quality and Risk Control

We have an ISO EN 9001 accredited Quality Management System which covers project quality plans, review of deliverables and project/risk management. **Detailed project risk management process is shown in Section 6: Risk Register.**

Schedule

Phase 1: Draft schedule

We have staff available to commence work immediately and commence the work mid - September 2018. We envisage a management meeting (face to face or skype) with FSA following completion of each deliverable, to ensure oversight of the project progress and quality of deliverables.

Objectives	September 18			October 18			November 18			December 18			January 19			February 19			March 19		
Obj. 1. Inception meeting																					
Obj. 2: Literature Review																					

Deliverables

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

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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.

Relevant experience

Social research techniques

We have since company formation in 1997 performed dozens of behavioural studies for the FSA, DEFRA, DCLG, BIS, MOD, Better Regulation Office and HSE regarding how to encourage and support target behaviours amongst businesses, consumers, workers, government organisations and members of the public. As part of this we have applied the full range of evidence review, workshops, interviews, survey and deliberative engagements with regulators/inspectors, business, consumers, workers and members of the public, evaluation of schemes and trial of pilot schemes, such as testing mock up 'scores on the doors' signs. We are social scientists and psychologists with expertise in behaviour science including organisational behaviour.

Our social research continues to this day, with work ongoing for government, third sector and private organisations.

Regulatory compliance behaviour of business

We have subject matter expertise in food safety and food standards, regulation of public safety, as well as academic expertise in research and evaluation. This work has included regulation of food safety and standard, trading standards, environmental law, health and safety law and fire safety, including civil and criminal offences.

We have completed a series of studies into the drivers for regulatory compliance and non-compliance by businesses, developed business behavioural models and advised on behavioural interventions aimed at businesses. Business behavioural models have covered issues such as perceived legitimacy of regulations (moral and ethical perceptions), awareness of and acceptance of the risk being regulated, perceived effectiveness of regulatory requirements, likelihood of detection of non-compliance and magnitude of potential adverse business impacts (reputation, penalties, damage etc). We have also developed attitudinal segmentation models of businesses, characterising their legal compliance behaviours, such as amoral violators (conscious law breaking) vs unwitting non-compliers (unintentional non-compliance due to lack of competence) vs informed compliers. We have advised on how to align regulatory and non-regulatory behavioural interventions to the attitudinal profile of businesses. A key line of work has considered how businesses perceive the moral reprehensibility of regulations and how this influences their compliance behaviour.

Our work has included responsive regulation (matching regulatory action to the attitudes and behaviours of businesses), development of civil sanctions to encourage specific behaviours and

increase perceived legitimacy of regulation, development of non-regulatory business incentives for compliance such as insurance based incentives, delegated regulation to third party accreditation schemes and non-regulatory partnership approaches to supporting compliance. As part of this we have completed a series of studies into how regulators can develop partnerships with trade associations, professional and representative bodies and local government in order to pool resources, jointly develop and implement schemes.

Communications, stakeholder engagement and partnership

We have advised on approaches to stakeholder engagement and facilitation of partnership agreements, with business, non-governmental organisations and government organisations. This has covered points such as establishing common views of the nature and importance of the 'problem', working together to agree common aims and objectives, developing trust, defining shared terms of reference and working arrangements.

We have also worked on communication campaigns, covering matters such as risk communication, hazard awareness and promotion of good practice amongst businesses, government and the public. This has covered matters such as facilitating trust in the messaging organisation, 'framing' stakeholder perceptions of the importance of the subject, communicating key desired behaviours, calls to action and providing simple advice / support for performing the desired actions, as well as choosing audience specific modes and channels of communication. This has covered subjects such as participation in safety improvement schemes, adoption of good practice, and cascading information via intermediaries.

Three detailed project examples

Example 1: Business perspectives on approaches to achieving compliance, DEFRA, 2011, £58,000.

This example shows our understanding of business compliance behaviour and the role of regulatory sanctions in influencing business behaviour. It also shows our use of a range of social research methods to be used in this study and how we related findings to government regulatory and enforcement policy and practice.

The objectives were to produce qualitative evidence by exploring:

- Businesses perspectives on the effectiveness of enforcement activities and other approaches to achieving compliance and associated objectives;
- How businesses' perspectives on the effectiveness of enforcement activities vary by sector, size of business and type of regulatory regime;
- Businesses; views of the relative effectiveness of different types of enforcement and sanctions;
- The relative importance of specific and general deterrence on the behaviour of businesses.

The study undertook: A rapid literature review; 52 in-depth interviews with businesses who have been subject to enforcement action; and four focus groups (24 delegates) and 31 interviews with businesses not subject to enforcement action. The literature review included 82 articles covering businesses' regulatory compliance behaviour. The review applied selection criteria and was structured around research questions and considered the reliability of studies.

The primary research was qualitative and acquired in depth feedback from businesses about their perceptions, attitudes and behaviours. The sample covered a broad range of businesses that had been subject to enforcement by the Environment Agency, Natural England or a Local Authority, all sizes of businesses, and a wide range of forms of enforcement and sectors. The sample sizes ensured that a range of business perspectives are covered but does not allow for a statistical

comparison of responses between businesses by size, sector or type of enforcement. Businesses were asked to consider how company attributes such as size and risk profile, influenced their behaviour. As the study relied on voluntary participation, the response may have been skewed towards a particular body of opinion. All interviews were synthesised and subject to thematic analysis.

The review of research found a combination of subjective and empirical studies of regulatory compliance behaviour in occupational health and safety and food safety, and some on environmental compliance. These studies found that 1) compliance behaviours are influenced by business drivers, regulations, their capacity to comply and perceptions of risks, and 2) a range of approaches to securing compliance need to be matched to businesses' attitudes and capacity. The feedback regarding environmental compliance from businesses in this study was consistent with previous research.

The findings provided support for a broad range of enforcement powers that enable environmental regulators to advise, guide, deter and punish businesses in a way that matches businesses' attitudes. This study reinforced the importance of clear, accessible and focused advice, both in facilitating self-compliance and to help businesses respond to an offence. This study suggested a model of responsive regulation whereby the prior attitudes of businesses are taken into account in enforcement decisions and that it may be useful to work with industry to further disseminate news of enforcement.

<http://randd.defra.gov.uk/Default.aspx?Menu=Menu&Module=More&Location=None&Completed=0&ProjectID=17702>

Example 2: Assessment and comparison of third party assurance schemes in the food sector: Towards a common framework. For the Food Standards Agency, 2011-12, £30,000.

This example shows our ability to select schemes, engage with and collate information on schemes, evaluate their success and translate lessons learnt into options for the FSA. We performed secondary analysis of data on the impact of schemes on incident rates, rapid evidence review, primary data collection via open sources and direct contact with responsible organisations. The review of schemes was led by defined criteria in a transparent and robust manner. The policy implications and options were drawn out through consultation with the FSA.

The Agency wished to look more widely at the scope for recognition of membership of third party assurance schemes. This work provided the Agency with an extensive list and description of schemes operating in the food sector with focus on non-primary production, a set of criteria against which to evaluate them with respect to earning recognition and an evaluation of each of these schemes. We collated information on schemes via open sources and telephone based interviews. The work enabled the Agency to progress its thinking regarding the role of third party assurance in reducing the burden of inspection by enabling it to 1) identify existing schemes that meet the criteria; and 2) advise on issues for further consideration.

Schemes were shortlisted using the following criteria:

- a) operating in UK; cover food safety and hygiene (including those schemes that also reference animal health and welfare or animal feed assurance); and
- b) operated by a third party (an organisation that is not owned or part of the assessed organisation or its customers).

A draft set of criteria was developed and the Agency consulted to review and agree these criteria.

Finally, a rapid search for evaluations of assurance schemes was completed and evidence sought from the scheme operators in our questionnaire. A synthesis of the evidence was provided regarding the extent to which there is evidence that third party assurance schemes have been associated with food law compliance and reduced incident rates.

Advice was provided on how the FSA could best manage the recognition of third party accreditation schemes and the potential for data sharing with the FSA. This covered issues such as data protection, use of data and practicality of data sharing.

Example 3: The use of civil sanctions to enforce building regulations²⁷, Department of Communities and Local Government, 2010, £82,265.

This example shows our ability to assess the effectiveness of civil sanctions and provide recommendations for their implementation into practice. We have evaluated a wide range of civil sanctions, such as advice/consultations, monetary penalty, improvement -restoration notice, stop notices and enforcement undertakings, and their effectiveness and impact on compliance within the building industry.

The overall aim of the project was to help the Department for Communities and Local Government determine whether Building Control Officers should be empowered to use a broad range of new civil sanctions.

The aims of the research were to provide the client with:

- Lessons learnt on civil sanctions from other regulatory regimes in Scotland and the UK;
- A baseline of current levels of compliance in the construction industry and how new sanctions could impact compliance levels, as well as whether these would be proportionate, risk-based, practical and effective;
- Clear recommendations of potential new sanctions and the form they might take; and
- An assessment of the impact of new sanctions and support for potential consultation.

The first stage of research aimed to assess the need for civil sanctions, explore how they might be designed and assess their potential impact. It involved:

- Workshops with Local Authority Building Control Bodies;
- An online survey of Heads of Building Control;
- Discussions with stakeholders such as the Federation of Master Builders;
- A telephone survey of builders, architects and homeowners;
- Review of previous research;
- Discussions with other regulators.

The second stage of work aimed to identify issues relevant to consultation and impact assessment.

The findings provided recommendations on how Department for Communities and Local Government can better manage existing and new sanctions in the building industry.

B.
and Details of their Specialism and expertise

Named Staff Members

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

²⁷ <http://webarchive.nationalarchives.gov.uk/20120919135714/http://www.communities.gov.uk/documents/corporate/pdf/1832154.pdf>

specialism and their role in the project team.

Lead Applicant **Greenstreet Berman Ltd**

Named staff members, details of specialism and expertise.

Michael S Wright - Director

Role in the project

Michael would act as Project Director, direct each objective, produce research tools, assist with reporting and analysis of results.

Publications

- Wright, M., Palmer*, G., Shahriyer, A., Williams, R. & Smith. R. (2011) Assessment and comparison of third party assurance schemes in the food sector: Towards a common framework. Research report for the Food Standards Agency (2013).
<http://www.food.gov.uk/science/research/choiceandstandardsresearch/enf-research/fs245006/#.UxhWToV4CcU>
- Wright, M; Evans, R; Shahriyer, A; Smith, R. (2010). Alternatives to enforcement – Working in partnership on mycotoxins, Research report for the Food Standards Agency, 2010.
http://www.foodbase.org.uk/results.php?f_category_id=&f_report_id=520
- Wright, M, Manning, L and Mckellar, D. Research to explore the current and historic trends in food sampling with particular reference to sampling and surveillance undertaken by Local Authorities and Port Health Authorities. Research report for the Food Standards Agency, 2014, in press
- Risk analysis decision making for building control inspections, 2012. Wright, M.
https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/8383/2076733.pdf

Rebecca Canham - Principal Consultant

Role in the project

Rebecca would act as an internal peer reviewer.

Publications

- Canham, R., Shaw, R. (2016). Survivorship – Food for thought: Systematic review of cancer Survivors Perceptions of Food Related Information. International Journal of Food Science, Nutrition and Dietetics (IJFS). S3:004, 23-34.
<https://scidoc.org/specialissues/IJFS/S3/IJFS-2326-3350-S3-004.pdf>
- M. Wright, R. Canham and R. Masrani (2011). Food safety behaviours in the home. Final Report for the Food Standards Agency.
<https://www.food.gov.uk/science/research/ssres/foodsafetyss/x04009/>

Dr. Ludmila Musalova - Senior Consultant

Role in the project

Ludmila would act as a project manager and advisor on ethics and data analysis.

Publications

- Sources of amoral values. Ludmila Musalova British Psychological Society annual conference, 2017.

- Assessment of safety culture: achieving a practical and successful assessment. Michael Wright, Ludmila Musalova and Rebecca Canham. Chartered Institute of Ergonomics and Human Factors, 2017 Annual Conference.
- Emotional Labour: Machiavellians and Emotion Management Strategies within cultural context. Division of Occupational Psychology (British Psychological Society) annual conference, 2016.
- How do leaders conceptualise emotional labour. Ludmila Musalova. British Psychological Society annual conference, 2018. <https://thepsychologist.bps.org.uk/leader-labour>

Dr Louise Manning – Senior Lecturer in Food Policy and Management at the Harper Adams University

Role in the project

Louise would act as a subject matter expert and lead the value chain analysis.

John Norton Doyle - Principal Associate Consultant

Role in the project

John would act as a subject matter expert and contribute to value chain analysis task.

Bruntha Pirapakaran, Consultant

Role in the project

Bruntha would assist with task delivery.

Samuel Opiah - Junior Consultant

Role in the project

Sam would assist with task delivery.

Participant Organisation 1

Named staff members, details of specialism and expertise.

Participant Organisation 2

Named staff members, details of specialism and expertise.

Participant Organisation 3

Named staff members, details of specialism and expertise.

C. STAFF EFFORT

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

Name and Role of Person where known/ Role of person to be recruited

Working hours per staff member on this project

Michael Wright, Project Director	
Dr Louise Manning – Subject Matter Expert	
Jon Norton-Doyle - Subject Matter Expert	
Rebecca Canham, Principal Consultant	
Dr Ludmila Musalova, Senior Consultant - Project Manager	
Bruntha Pirapakaran, Consultant	
Sam Opiah, Junior Consultant	
Total staff effort	

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.

Ludmila Musalova of Greenstreet Berman would act as the prime contractor and project manager. She would liaise with the FSA. A schedule of meetings will be agreed with the FSA at which key project decisions would be taken.

The project manager will help specify the method, brief the project team, attend meetings, review final outputs and direct the critical review. The project manager will:

- Handle all day to day liaison with the FSA Manager and supervise the project on a day to day basis;
- Develop a project quality plan, specifying aims, required deliverables, staffing, key milestones and checks;
- Identify all critical information, documents, tasks and deliverables that require formal review and control;
- Carry out interim quality reviews once per week, covering progress against schedule and adequacy of work, and carry out internal reviews of reports and any other critical outputs;
- Review client comment and feedback on interim deliverables with validation of final deliverables.

Key measures include:

- Managing the project according to a project plan, list of key deliverables and milestones;
- Identifying controlled items for formal quality control;
- Providing copies of interview proformas, questionnaires and interim reports/guidance for review and approval by the FSA.

We would liaise with the FSA throughout the work to ensure we have a clear understanding of project issues, requirement outcomes and constraints, while carrying out internal QA processes and project planning.

We understand that the FSA will wish to:

- Be assured that the review of compliance is representative and accurate; and provides comparisons across scope and sectors of FBOs;

- Be assured that the research is robust and that the team has the resources and effective supervision to deliver the work to schedule;
- Be assured that ethical considerations including data protection are fully addressed;
- Have oversight of quality of specific deliverables (literature review, schematic mapping, comparative analysis);
- Have the opportunity to review and comment on the draft report prior to its finalisation;
- Have sight of results before they are published.

We have outlined below how we would work with the FSA to ensure they have confidence in the analysis process, are kept informed of progress and issues, have foresight of results and have the opportunity to direct the project at key points. In addition to implementing a series of formal management arrangements, we would aim to develop a close working relationship with the FSA. We recognise that this work is intended to inform FSA regulatory model. Our approach will include:

- *Actively listening* to the FSA, eliciting and elaborating their views, checking that we have correctly understood these views and using this to guide our work. This will be achieved in part by adopting a proactive and positive approach when communicating with FSA, adopting an attitude of problem sharing with FSA and formal actions such as meeting minutes and tabulating agreed actions and decisions.
- *Providing foresight of results* – so that FSA can review our analysis and reporting in good time and that the report offers “no surprises”.
We would also wish to ensure that FSA has full opportunity to check our work and influence the direction of our work at critical points in the programme. This will be achieved by scheduling review points at key decision points in the work and seeking definitive feedback from the FSA on how to proceed to the next stage of work. We will present the FSA with drafts of analysis and the report for review.

We would suggest full meetings at:

1. Project start up;
2. On completion of each stage of work (outcome deliverable);
3. On completion of the draft report.

We will provide monthly emailed updates from the Project Manager to the FSA manager. These would cover:

- Progress per task;
- Any problems encountered;
- Issues needing discussion;
- Progress against budget and schedule.

As a matter of course, we would liaise with the client project manager via telephone on an as-needed basis.

We have a bespoke Quality Management System that is accredited to ISO 9001 (2015) and audited annually by BSI. This QMS ensured formal quality and technical review of all project materials and client deliverables and provides an audit trail of our compliance with our

company policies and procedures to deliver a high standard of work to our clients.

6. RISK MANAGEMENT

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

Please add more lines as required

Identified risk	Likelihood of risk (high, medium, low)	Impact of Risk (high, medium, low)	Risk management strategy
Failure to comply with the proposed schedule	Low	Medium	Operate with a defined project plan and resourcing schedule. Draw on additional staff if required. Proactive flag of any actual or potential risks to project schedule. Review all project resourcing as part of standardised corporate meeting held monthly to ensure resource required is ringfenced and prompt contingency is offered to unforeseen circumstances (e.g. staff sickness).
Poor Quality of work	Low	High	Apply a system of identifying controlled items and applying formal quality control at all stages of the work by implementing GSB QMS process and associated quality procedures. Use staff who is suitably qualified and experienced in respective field of their work.
Limited literature review evidence	Medium	Medium	Apply robust academic practices to conduct a traceable and comprehensive search of relevant sources. Review search terms and criteria following initiation of search activity and amend to broaden the search in consultation with the FSA if required. Draw inferences from other food industries and compliance sectors to support potential lack of studies specifically related to the meat industry. Conduct more in-depth interviews with Meat/Food trade organisations to elicit further data.
Low participant sample – Trade organisations engagement	Low	High	Initiate recruitment and scheduling of interviews in good time to facilitate participation within project timeframes. We would request that the FSA provide us with permission to utilise their logo in

			emails and letter sent requesting participation such that the work is clearly being lead and endorsed by the FSA. GSB would propose organisations to invite for interview, based on our expertise and industry experience.
Difficulties to access case studies	Medium	Medium	Use our knowledge of the food sector and work closely with FSA to select case studies of relevance. Draw information about case studies from Literature Review and consultations with Trade Organisations.
Emergent Risks	Low	High	We would maintain a risk register and track it during the project. All projects are risk rated and positively checked each month.
Ethical Considerations	Low	High	Our team consists of psychologist and researchers with sound knowledge of the British Psychological Society Code of ethics when working with participants. We will comply with the code of ethics for data collection at all times and will appoint a dedicated Research Sector Manager to deal with ethical queries.

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

Our method would comply with the Joint Code of Practice for Research (JCoPR).

For Greenstreet Berman, the achievement of a high-quality service is a cultural issue and we strive for professionalism in all our activities. Being a small company we take our customers' satisfaction very seriously and see it as the key to the success of our business. As such, we operate a formal accredited ISO 9001 quality management system.

Our Manual satisfies the ISO 9001:2015 requirement for a “**quality manual**” and contains the mandatory procedures and sections required by the Standard as well as those processes and procedures employed by the company for the running of its day to day operations along with the necessary references to other procedures, records or documentation held outside this manual. It effectively describes the “quality planning” of the company’s management system and business operations. The default **Process Owner** for all processes (i.e. sections) described in this manual is the Director for Quality **Michael Wright**. The process owner is responsible for the maintenance and operation of that process and ensures it meets its objectives.

Greenstreet Berman has a formal quality management system with quality plans for all projects covering administration, financial/project records and data security, including:

- Developing a project quality plan for each assignment, specifying aims and objectives, scope of work, required deliverables, staffing, key milestones and checks;
- Converting client needs into detailed specifications to ensure that services offered deliver requirements;
- Identifying all critical information, documents, tasks and deliverables that require formal review and control – these would be noted in the quality plan and treated as controlled documents thereafter;
- Carrying out interim quality reviews as befits the timescale and scale of the assignment, typically once per month, covering progress against schedule and adequacy of work completed;
- Carrying out independent internal reviews of interim and draft final reports and any other critical outputs, such as technical notes, all of which would contain a statement regarding the review status;

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

We do not anticipate a requirement for research ethics committee approval for this project. We will comply with the Economic and Social Research Council (ESRC) and Market Research Society (MRS)- Code of Ethics, namely:

- Providing informed consent (stating the purpose of research, aims, objectives and intended use);
- Independence of research (where researcher maintains independent, non-judgemental and unbiased stance throughout the research & provision of post interview summaries);
- Right of anonymity (participating individuals/organisations will remain anonymised and the data will be analysed in aggregate);
- Right to withdraw (participants will have the option to withdraw from the research at any given point in time);
- Participants welfare (we do not anticipate that the content of the interview will be detrimental to participants well-being, however if deemed so by the participants, the interview will be terminated).

All interviews will be completed by trained consultants using interview proformas. The interviews will be recorded and transcribed (subject to FSA requirements). Following the completion of research, we will destroy the recording. We will not offer incentives to recruit respondents. Interviews will be at a time convenient to the respondents.

Greenstreet Berman also has a Research Ethics Policy, which defines and controls the Company objectives and arrangements in respect of its ethical responsibilities in research. It identifies the allocation of responsibilities, and provides guidance on how they shall be monitored, maintained and discharged. The objective is to ensure that Greenstreet Berman acts responsibly and ethically in respect of social research. In this way, the Project Manager is responsible for ensuring that the principles contained within this Policy are fully represented in the project plan and programme. The Project Director is responsible for ensuring compliance with the principles outlined in this Policy.

All members of our proposed project team have higher education qualifications from academic institutions with modules covering data collection and analysis methods and research ethics. We are also members of respective professional bodies (e.g. BPS, HCPC) and are bound to follow their ethical codes of conduct in addition to those cited above.

C. DATA PROTECTION

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

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

In this part please provide details of the practices and systems which are in place for handling data securely including transmission between the field and head office and then to the FSA. Plans for how data will be deposited (i.e. within a community or institutional database/archive) and/or procedures for the destruction of physical and system data should also be included in this part (this is particularly relevant for survey data and personal data collected from clinical research trials). The project Lead Applicant will be responsible for ensuring that they and any sub-contractor who processes or handles information on behalf of the FSA are conducted securely.

Greenstreet Berman comply with the Data Protection Act 2018 – General Data Protection Regulation (GDPR). We have been a registered data holder with ICO since 2008. Data protection number: Z1215129. We believe our data procedures are robust in practice and meet the requirements of the Data Protection Act 1998 (DPA). In addition, we are currently implementing more stringent privacy, consent & retainment measures such as project-specific Data Protection Risk Assessments to address the requirements of GDPR.



Greenstreet Berman regularly works with extremely sensitive material for clients such as the Atomic Weapons Establishment and the Office for Nuclear Regulation, for whom we use secure areas/sites and for which we have staff who possess SC (Security Checked) and DV (Developed Vetting) security clearance. In addition, to complying with our Data Protection policy we will apply the following security arrangements on this project. All hard copy files will be held in locked storage, all electronic project files will be stored on, and accessed, via our secure cloud platform which is password controlled. In addition, access to project folder(s) will be restricted solely to members of the project team. Transmission of electronic files will be via secure folder(s) shared only with authorized parties to avoid emailing documents. All files will be backed up, all interview summaries will be securely stored. Reports will only be issued to nominated FSA contacts, with no onward publication without FSA consent. The reports will be kept within the restricted project folder(s).

The Project Manager will act as a data controller for this project and is responsible for maintaining a record of 'sensitive' data. We are happy to discuss with the FSA Research Manager whether they would prefer us to maintain an archive copy of database and reports on our secure platform for an agreed retention period or delete them upon the completion of the project. Likewise, the destruction of any hard copy outputs. Our technical security procedures are reinforced by confidentiality agreements between Greenstreet Berman and all employees and contractors. Employees, and subcontractors are bound not to disclose information relating to clients, projects, responses or respondents to any third party or to anyone within Greenstreet Berman outside the project team, except with the expressed permission of a Director of Greenstreet Berman.

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 a desk based study with limited travel to offices, we would minimise impact by adoption of our environmental travel policy (travel by public transport) and our office environmental policies (minimum use of paper, use of recycled materials, electronic reporting).

E. DISSEMINATION AND EXPLOITATION (Science Projects Only)

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

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

groups.

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

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 report and associated findings will remain FSAs intellectual property (IP). We would assume that the FSA would exploit any IP developed by this project. This work will not develop any technology or product. The aim of this work is to support the FSA's internal capability.

The report would be developed to a publishable standard and if the FSA so wish, inclusion on its research database.

Annex 4 – Suppliers Financial Proposal

Will you charge the Agency VAT on this proposal?	Yes
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Please state your VAT registration number:	691558693
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Project Costs Summary Breakdown by Participating Organisations

Please include only the cost to the FSA.

Organisation	VAT Code*	Total (£)
<i>Greenstreet Berman Ltd.</i>	STD	£76,500.00

Total Project Costs (excluding VAT) **	£76,500.00
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* Please indicate zero, exempt or standard rate. VAT charges not identified above will not be paid by the FSA

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

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

Project Costs Summary (Automatically calculated)

Staff Costs	
Overhead Costs	
Consumables and Other Costs	
Travel and Subsistence Costs	
Other Costs - Part 1	
Other Costs - Part 5	

Total Project Costs	
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Staff Costs Table

*This should reflect details entered in your technical application section 4C.

Please note that FSA is willing to accept pay rates based upon average pay costs. You will need to indicate where these have been used.

* Role or Position within the project	Participating Organisation	Daily Rate (£/Day)	* Daily Overhead Rate (£/Day)	Days to be spent on the project by all staff at this grade	Total Cost (incl. overheads)
Director	Greenstreet Berman Ltd				
Subject Matter Expert 1	Harper Adams University				
Subject Matter Expert 2	Greenstreet Berman Ltd				
Principal Consultant	Greenstreet Berman Ltd				
Senior Consultant	Greenstreet Berman Ltd				
Consultant	Greenstreet Berman Ltd				
Junior Consultant	Greenstreet Berman Ltd				
Total Labour Costs					

Consumable/Equipment Costs

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

Item	Quantity	Cost/Item(£)	Total
Literature review-Access/Case study purchase			

Total Material Costs

Travel and Subsistence Costs

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

Purpose of journey or description of subsistence cost	Frequency	Cost each (£)	Total Cost
Travel to FSA to attend meetings			
Team members T&S			

Total Travel and Subsistence Costs

The Pricing Schedule

Proposed Project Start Date	17-Sep-2018	Amount				
Invoice Due Date	Description as to which deliverables this invoice will refer to (<i>Please include the deliverable ref no(s) as appropriate</i>)	*Net	** VAT Code	§ Duration from start of project (Weeks)	§ Duration from start of project (Date)	Financial Year
	Objective 1: Inception Meeting					
	Objective 2: Literature review					
	Objective 3: Value Chain Analysis					
	Objective 4: Comparative Analysis					
	Objective 5: Recommendations					
	Objective 6: Reporting - Final Report (<i>Retention- final deliverable</i>)					
Retention/Final Deliverable	***					

Total	£76,500.00
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