



**Food
Standards
Agency**
food.gov.uk

Collingwood Environmental Planning
1E The Chandlery,
50 Westminster Bridge Road
London
SE1 7QY

Attn: [REDACTED]

By email to: [REDACTED]

Date: 13/08/19

Our ref: FS307028

Dear Sirs,

Award of contract for the supply of Consumer Attitudes to Emerging Food Technologies

Following your tender for the supply of Consumer Attitudes to Emerging Food Technologies to the Food Standards Agency, 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 as the Customer and Collingwood Environmental Planning 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 shall be as set out in Annex 2.
- 3) The Services to be provided by the Supplier are as set out in Annex 3 – The Suppliers Technical Proposal & Post Tender Clarifications
- 4) The charges for the Services are as set out in Annex 4 – The Suppliers Financial Proposal
- 5) The Term shall commence on 12th August 2019 and the Expiry Date shall be 31st January 2020.
- 6) The address for notices of the Parties are:

Customer

Food Standards Agency, Foss House,
Peasholme Green, York, YO1 7PR

Supplier

Collingwood Environmental Planning, 1E
The Chandlery, 50 Westminster Bridge
Road, London, SE1 7QY

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

Name

[REDACTED]

Title

Principal Investigator/ Dialogue Lead
Project Manager
Senior Researcher/ REA Lead



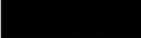
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Research Advisor
Research Advisor
Research Advisor/ Quality Assurance
Senior Researcher
Researcher

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

Payment

All invoices must be sent, quoting a valid purchase order number (PO Number), to: 
 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.

Liaison

For general liaison your contact will continue to be 
or, in their absence, 

We thank you for your co-operation to date and look forward to forging a successful working relationship resulting in a smooth and successful delivery of the Services. Please confirm your acceptance of the award of this contract by signing and returning the enclosed copy of this letter to me 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,





Food
Standards
Agency
food.gov.uk

Signed for and on behalf of Food Standards Agency

Name: [REDACTED]

Job Title: Procurement Category Manager

Signature: [REDACTED]

Date: 15th August 2019

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

Signed for and on behalf of Collingwood Environmental Planning

Name: [REDACTED]

Job Title: *MANAGING DIRECTOR*

Signature: [REDACTED]

Date: *15 August 2019*

Annex 1

Terms and Conditions of Contract for Services

1 Interpretation

1.1 In these terms and conditions:

- "Agreement" means the contract between (i) the Customer acting as part of the Crown and (ii) the Supplier constituted by the Supplier's countersignature of the Award Letter and includes the Award Letter and Annexes;
- "Award Letter" means the letter from the Customer to the Supplier printed above these terms and conditions;
- "Central Government Body" means a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics:
- (a) Government Department;
 - (b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);
 - (c) Non-Ministerial Department; or
 - (d) Executive Agency;
- "Charges" means the charges for the Services as specified in the Award Letter;
- "Confidential Information" means all information, whether written or oral (however recorded), provided by the disclosing Party to the receiving Party and which (i) is known by the receiving Party to be confidential; (ii) is marked as or stated to be confidential; or (iii) ought reasonably to be considered by the receiving Party to be confidential;
- "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 Processor under this Agreement, and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach;
“Data Protection Impact Assessment”	means an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data;
“Data Protection Legislation”	means (i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the DPA 2018 to the extent that it relates to processing of personal data and privacy; (iii) all applicable Law about the processing of personal data and privacy;
“Data Subject Access Request”	means a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;
“Expiry Date”	means the date for expiry of the Agreement as set out in the Award Letter;
“FOIA”	means the Freedom of Information Act 2000;
“GDPR”	means the General Data Protection Regulation (Regulation (EU) 2016/679);
“Information”	has the meaning given under section 84 of the FOIA;
“Joint Controllers”	where two or more Controllers jointly determine the purposes and means of processing
“Key Personnel”	means any persons specified as such in the Award Letter or otherwise notified as such by the Customer to the Supplier in writing;
“Law”	means any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the Supplier is bound to comply;
“LED”	means Law Enforcement Directive (Directive (EU) 2016/680);
“Party”	means a Party to this Agreement;
“Personal Data”	means personal data (as defined in the DPA) which is processed by the Supplier or any Staff on behalf of the Customer pursuant to or in connection with this Agreement;
Processor Personnel:	means all directors, officers, employees, agents, consultants and contractors of the Processor and/or of any Sub-Processor engaged in the performance of its obligations under this Agreement
“Protective Measures”	means appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it including those outlined in Schedule A;
“Purchase Order Number”	means the Customer’s unique number relating to the supply of the Services;
“Request for Information”	has the meaning set out in the FOIA or the Environmental Information Regulations 2004 as relevant (where the meaning set out for the term “request”

shall apply);

- “Services” means the services to be supplied by the Supplier to the Customer under the Agreement;
- “Specification” means the specification for the Services (including as to quantity, description and quality) as specified in the Award Letter;
- “Staff” means all directors, officers, employees, agents, consultants and Suppliers of the Supplier and/or of any sub-Supplier of the Supplier engaged in the performance of the Supplier’s obligations under the Agreement;
- “Staff Vetting Procedures” means vetting procedures that accord with good industry practice or, where requested by the Customer, the Customer’s procedures for the vetting of personnel as provided to the Supplier from time to time;
- “Sub-processor” means any third Party appointed to process Personal Data on behalf of the Processor related to this Agreement;
- “Supplier” means the person named as Supplier in the Award Letter;
- “Term” means the period from the start date of the Agreement set out in the Award Letter to the Expiry Date as such period may be extended in accordance with clause 4.2 or terminated in accordance with the terms and conditions of the Agreement;
- “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-licence) 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-licence) 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 Contractor is the Processor unless otherwise specified in Schedule A. The only processing that the Processor is authorised to do is listed in Schedule A by the Controller and may not be determined by the Processor.

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

- 13.3 The Processor shall provide all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Controller, 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 Processor 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 Processor is required to do otherwise by Law. If it is so required the Processor shall promptly notify the Controller before processing the Personal Data unless prohibited by Law;
- (b) ensure that it has in place Protective Measures, which are appropriate to protect against a Data Loss Event, which the Controller may reasonably reject (but failure to reject shall not amount to approval by the Controller of the adequacy of the Protective Measures), 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 Processor 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 Processor Personnel who have access to the Personal Data and ensure that they:
 - (A) are aware of and comply with the Processor's duties under this clause;
 - (B) are subject to appropriate confidentiality undertakings with the Processor 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 Controller 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 Controller has been obtained and the following conditions are fulfilled:
 - (i) the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Controller;
 - (ii) the Data Subject has enforceable rights and effective legal remedies;
 - (iii) the Processor 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 Controller in meeting its obligations); and
 - (iv) the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the processing of the Personal Data;
- (e) at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the Agreement unless the Processor is required by Law to retain the Personal Data.

13.5 Subject to clause 1.6, the Processor shall notify the Controller immediately if it:

- (a) receives a Data Subject Request (or purported Data Subject 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 Processor's obligation to notify under clause 1.5 shall include the provision of further information to the Controller in phases, as details become available.
- 13.7 Taking into account the nature of the processing, the Processor shall provide the Controller with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under clause 1.5 (and insofar as possible within the timescales reasonably required by the Controller) including by promptly providing:
- (a) the Controller with full details and copies of the complaint, communication or request;
 - (b) such assistance as is reasonably requested by the Controller to enable the Controller to comply with a Data Subject Request within the relevant timescales set out in the Data Protection Legislation;
 - (c) the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;
 - (d) assistance as requested by the Controller following any Data Loss Event;
 - (e) assistance as requested by the Controller with respect to any request from the Information Commissioner's Office, or any consultation by the Controller with the Information Commissioner's Office.
- 13.8 The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this clause. This requirement does not apply where the Processor employs fewer than 250 staff, unless:
- (a) the Controller determines that the processing is not occasional;
 - (b) the Controller 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; or
 - (c) the Controller determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.
- 13.9 The Processor shall allow for audits of its Data Processing activity by the Controller or the Controller's designated auditor.
- 13.10 Each Party shall designate its own 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 Processor must:
- (a) notify the Controller in writing of the intended Sub-processor and processing;
 - (b) obtain the written consent of the Controller;
 - (c) enter into a written agreement with the Sub-processor which give effect to the terms set out in this clause 13 such that they apply to the Sub-processor; and
 - (d) provide the Controller with such information regarding the Sub-processor as the Controller may reasonably require.
- 13.12 The Processor shall remain fully liable for all acts or omissions of any of its Sub-processors.

- 13.13 The Controller 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 Controller may on not less than 30 Working Days' notice to the Processor amend this agreement to ensure that it complies with any guidance issued by the Information Commissioner's Office.
- 13.15 Where the Parties include two or more Joint Controllers as identified in Schedule [X] in accordance with GDPR Article 26, those Parties shall enter into a Joint Controller Agreement based on the terms outlined in Schedule [Y] in replacement of Clauses 1.1-1.14 for the Personal Data under Joint Control.

14 Liability

- 14.1 The Supplier shall not be responsible for any injury, loss, damage, cost or expense suffered by the Customer if and to the extent that it is caused by the negligence or wilful misconduct of the Customer or by breach by the Customer of its obligations under the Agreement.
- 14.2 Subject always to clauses 14.3 and 14.4:
- 14.2.1 the aggregate liability of the Supplier in respect of all defaults, claims, losses or damages howsoever caused, whether arising from breach of the Agreement, the supply or failure to supply of the Services, misrepresentation (whether tortious or statutory), tort (including negligence), breach of statutory duty or otherwise shall in no event exceed a sum equal to 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, 13 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 fails to comply with legal obligations in the fields of environmental, social or labour law.
 - 16.2.7
- 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, 13, 14, 16.6, 17.4, 18.3, 19 and 20.7 or any other provision of the Agreement that either expressly or by implication has effect after termination.
- 16.6 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 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.

Description	Details
Identity of the Controller and Processor	<p>The Parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Controller and the Contractor is the Processor in accordance with Clause 14.3.</p> <p>Controller: Food Standards Agency, Clive House, London, SW1H 9EX</p> <p>Processor: Collingwood Environmental Planning, 1E the Chancery, 50 Westminster Bridge Road, SE1 7EY</p> <p>FSA Contact: Laura Broomfield CEP Contact: Richard Eales</p>
Subject matter of the processing	<p>Data will be collected on consumer views on emerging risk technologies.</p> <p>This will be done via a public dialogue process which will consist of 3 regional one day workshops with 15 professionally recruited participants together with experts. There will be one follow up workshop with 20 participants from the regional workshops. The participants will engage with information and experts around the food technologies to enable considered discussion of their attitudes and behaviours, together with the underlying factors affecting those positions.</p> <p>10 academics will also be interviewed as experts for the project.</p>
Duration of the processing	The processing will take place between October 2019 and January 2020

<p>Nature and purposes of the processing</p>	<ul style="list-style-type: none"> • To invite participants to interviews and administer the interviews • To invite participants to Dialogue events and administer the Dialogue events, including processing incentive payments and arrange travel as necessary. <p>Data on participants views on food technology will be recorded, and noted down during interviews. Workshop notes will be synthesised and coded using software. No participant will be personally identified in the analysis.</p>
<p>Type of Personal Data being Processed</p>	<p>Interviewee names and contact details</p> <p>Information on age, gender and education of participants will be collected.</p>
<p>Categories of Data Subject</p>	<p>Members of the public and academic staff</p>
<p>Plan for return and destruction of the data once the processing is complete</p> <p>UNLESS requirement under union or member state law to preserve that type of data</p>	<p>All personal data will be stored in password protected electronic files until they are destroyed. Any paper records will be stored securely and then destroyed by a specialist confidential waste disposal company.</p> <p>All personal data will be anonymised/deleted within 3 months of project completion.</p> <p>Disposal of information at the end of retention periods must be with care following the latest advice and guidance from CPNI (Centre for Protection of National Infrastructure) and NCSC (National Cyber Security Centre)</p>

Annex 2 Specification

A. THE SPECIFICATION

Background

This project is part of a Strategic Evidence Programme which addresses FSA cross-cutting and longer-term evidence needs. These needs are outlined in the FSA Strategic Plan 2015–2020 and FSA Science, Evidence and Information Strategy 2015–2020, where all work is conducted to achieve the ultimate FSA aim of “Food we can trust”.

The Food Standards Agency was created to ensure food safety and represent the interests of the consumer when it comes to food. Nearly twenty years since it was established we have seen the food system grow more complex and the ways that people access and share information, the way they group themselves, and their trust and expectations of Government, industry and authority shift.

Given the Food Standard Agency (FSA)’s focus on protecting consumer interests in relation to food, understanding consumer views of emerging and new food technologies is something we clearly needs to consider. In order to do this however, we need to be kept abreast of available evidence on this subject.

A brief assessment of the evidence indicates new and emerging technologies in food such as personalised data tracking, predictive shopping, smart kitchen appliances and virtual tutorials improving cooking skills, and personalised nutrition such as gene editing, thanks to technological developments in food production and transport for example, have connected people with a wider choice of foods tailored to their personal needs and desires.

However, the literature has also shown that consumers can be apprehensive about new technologies. In 2009 the FSA commissioned a review on the topic of public attitudes to new technologies. The overall tone of public attitudes towards novel food technologies at this time was one of wariness, unease, uncertainty, and sometimes outright negativity. However, a lot has changed in this area in the last decade. With the rise in veganism we may hypothesize that consumer views to foods such as lab grown meat may have changed. It is these sorts of changes that we are interested in.

Specific food technologies we are interested in include; lab grown meat, food that has been irradiated, food where nano technology has been used, food that has been 3D printed, food that has been genetically modified, food from a cloned animal, food containing additives and preservatives. And more generally novel food processes, functional food and synthetic biology.

The Food Standards Agency would like to invite proposals to a) update the 2009 literature on consumer perceptions of risk technology. The key questions the review will cover are

- what the public's views are on emerging food technologies;
- what views differ depending on the type of technology;
- what shapes the public's views;
- whether different types of people hold different views;
- how views affect behaviour such as food choices;
- how views have changed over time;
- what relevant research is in progress; and
- what the gaps in the research are.

and b) develop, deliver and report on a project using methods of social science enquiry to understand more about consumer views of emerging food technologies. Insights might be drawn from deliberative qualitative research, or for example, participative methods, Citizens Forums or public dialogue. The FSA welcomes other suggestions for the methodology of this part of the specification.

In parallel, there is already linked quantitative project running now at UCL looking at the heuristics of consumer perceptions of new food technologies.

Research question

What are consumers views of emerging food technologies, how have these changed over the last decade and what insights might we glean from this to inform future policy?

Research aims

Provide an up to date literature review and develop and deliver a project applying methods of social science enquiry to explore what consumers views are on emerging technologies specifically;

- How acceptable do consumers find these technologies, and what shapes these views
- How this varies by demographics and technology type
- How views have changed over time

Research method

- Literature review: Rapid Evidence Assessment (RAE)
- Deliberative qualitative social research

Research deliverables, timings and budget

- Academic research of publishable standard
- Including a full description of the review methodology (e.g. scope, search terms and databases, inclusion criteria), a summary of the evidence base with consideration of the quality and relevance of the documents reviewed, conclusions specifically addressing the research question and aims as well as detailed recommendations for FSA.
- Outputs: a scoping document, a final report, an abstract and executive summary, a slide deck.
- A presentation of the research findings (including results from both strands)

Bidders are requested to provide a detailed timetable as part of their response. The rapid evidence review is due by the 31.10.19. The final report for the qualitative strand is due by 01.01.20.

The maximum budget for the rapid evidence assessment is £25,000 excluding VAT. The maximum budget for the qualitative strand is £60,000 excluding VAT.

Dissemination

- We will inform and share thinking on this through workshops with partners across Government and the third sector and through our annual ESRC/FSA Social Science Symposium.
- FSA will establish a light touch steering group including members of the Executive management team and the new FSA Social Science Committee.
- FSA will publish publicly on the FSA website. Insights will be presented to senior leaders in the FSA and across Government and internationally. They may later be used in meetings with NGOs and publicly.

**Annex 3
Technical Proposal**

LEAD APPLICANT'S DETAILS							
Surname	Eales	First Name	Richard	Initial	P	Title	Mr
Organisation	Collingwood Environmental Planning Limited (CEP)	Department	N/A				
Street Address	1E The Chandlery, 50 Westminster Bridge Road						
Town/City	London	Country	UK	Postcode	SE1 7QY		
Telephone No	[REDACTED]	E-mail Address	[REDACTED]				
Is your organisation a small and medium enterprise . (EU recommendation 2003/361/EC refers http://www.hmrc.gov.uk/manuals/cirdmanual/cird92800.htm)			Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	
TENDER SUMMARY							
TENDER TITLE							
Consumer attitudes to emerging food technologies							
TENDER REFERENCE	FS307028						
PROPOSED START DATE	29/07/2019	PROPOSED END DATE	01/01/2020				
1: TENDER SUMMARY AND OBJECTIVES							
A.			TENDER SUMMARY				
Please give a brief summary of the proposed work in no more than 400 words.							
<p>The overall aim of the project is to understand current consumer views of emerging and new food technologies. Two Objectives are associated with realising that aim:</p> <ol style="list-style-type: none"> 1) To update the FSA's 2009 review of literature on consumer perceptions of emerging food technologies; and 2) To design and deliver a programme of public dialogue to explore the views of consumers in different parts of the UK on emerging food technologies. <p>An Rapid Evidence Assessment (REA) will be carried out complemented by information gathering interviews with a range of key experts to address the first objective. A dialogue process will be carried out to address the second objective. The REA (Task 1) will provide vital input into the dialogue process (Task 2) giving clear evidence around the different technologies and helping to focus the dialogue. The REA will consist of developing a protocol to cover all the key elements: the research questions, scope (inclusion and exclusion criteria), how the search will be carried out, keywords/search string, how we will document the process and draw out the findings, and how the records will be evaluated. To complement the REA we will interview up to 10 experts in the areas of the technologies under review. The evidence will be screened for robustness and relevance and synthesised around each technology and across the research questions. It will be written up in a clear and transparent report providing details of evidence and gaps against each research question for each technology.</p> <p>A public dialogue process is proposed because it will enable participants to engage with information and experts and for concerns and questions to be drawn out and meaningfully interrogated. Further, it provides a more nuanced account of consumer views than a survey. The public dialogue process will consist of three regional one-day workshops with up to 15 professionally recruited participants together with a number of experts followed by a workshop bringing together up to 20 participants from the regional workshops to enable further elicitation of views. The participants will engage with information and experts around the food technologies to enable considered discussion of their attitudes and behaviours, together with the underlying factors affecting those positions.</p> <p>The project will be carried out by CEP and its associates. The team has considerable expertise in REAs and public dialogue approaches underpinned by extensive experience of social science research methods together with expertise in consumer views of emerging food technologies.</p>							

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

OBJECTIVES

Please detail how your proposed work can assist the agency in meeting 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
Objective 1	<p>To update the FSA's 2009 review of literature on consumer perceptions of emerging food technologies.</p> <p>This is in order to understand current evidence on members of the public's views of these technologies, how views have changed over time and the factors influencing these changes; and to ascertain what further research is in progress and where significant knowledge gaps remain. The evidence and information obtained will enable the FSA to tackle existing challenges associated with emerging technologies and to identify and contribute to addressing emerging risks for the future.</p>
Objective 2	<p>To design and deliver a programme of public dialogue to explore the views of consumers in different parts of the UK on emerging food technologies.</p> <p>This will be based on a process of deliberative enquiry bringing together members of the public and experts (researchers, regulators, producers, NGOs and others). This will enable the FSA to understand the acceptability of the different technologies, the behaviours of consumers, food businesses, regulators and others in the food system as well as the types of tools and measures that might be used to manage risks.</p>

2: DESCRIPTION OF APPROACH/SCOPE OF WORK

A.

APPROACH/SCOPE OF WORK

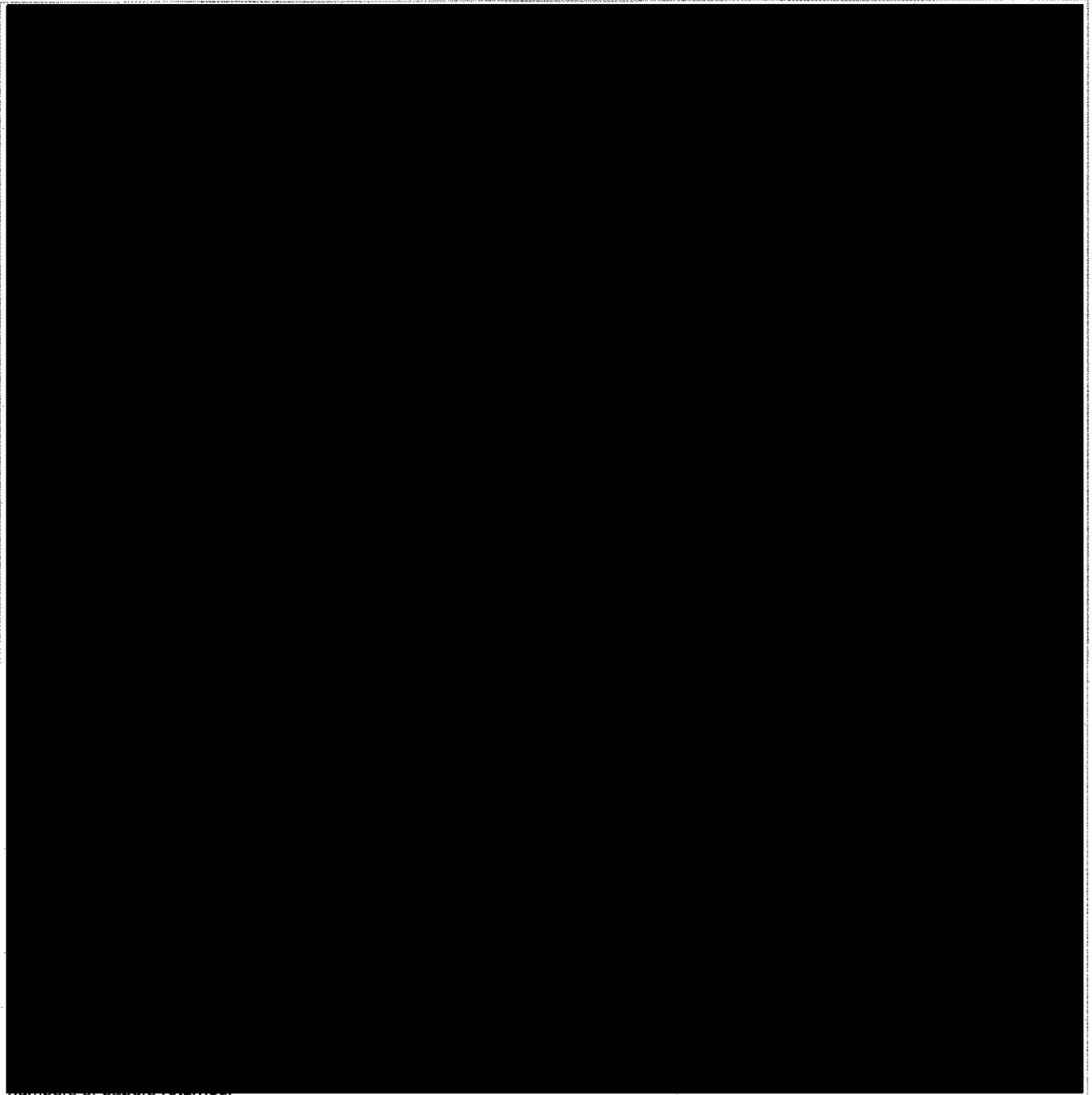
Please describe how you will meet our specification and summarise how you will deliver your solution. You must explain the approach for the proposed work. Describe and justify the approach, methodology and study design, where applicable, that will be used to address the specific requirements and realise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

¹ Brook Lyndhurst (2009) An Evidence Review of Public Attitudes to Emerging Food Technologies report for FSA

² A survey in the Netherlands indicated that 63 per cent of people were in favour of the concept of cultured beef, and 52 per cent would or probably would buy it in the supermarkets (7700 respondents) cited in Post, M (2014) A alternative protein source: cultured beef Ann. N.Y. Acad. Sci. 1328 (2014) 29–33C Another survey by The Guardian, 2013 found that 69 per cent of people wanted to try cultured meat. <https://www.theguardian.com/science/poll/2013/aug/05/stem-cells-meat-industry>

³ Scott, S., Inbar, Y., Wirz, C., Brossard, D., and Rozin, R (2018) An Overview of Attitudes Toward Genetically Engineered Food Annual Review of Nutrition, 38:1, pp459-479

⁴ Frewer L., et al. 2011. Consumer response to novel agri-food technologies: Implications for predicting consumer acceptance of emerging food technologies. Trends Food Sci. Technol. 2011;22:442–456

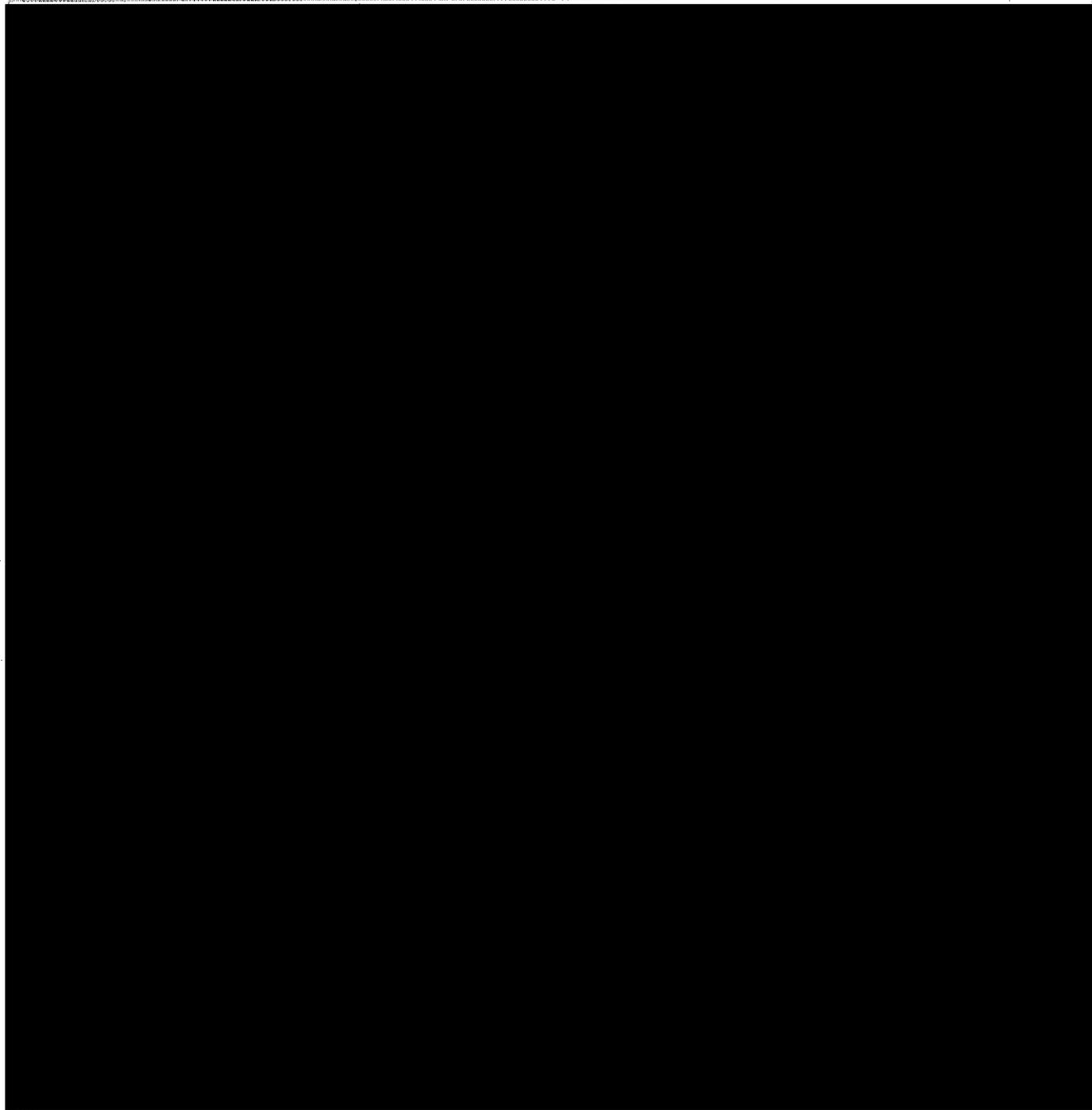


⁵ Collins, A.M., Coughlin, D., Miller, J., Kirk, S. 2015. The Production of Quick Scoping Reviews and Rapid Evidence Assessments: A How to Guide. London: Defra/NERC

⁶ HM Treasury (2011). The Magenta Book: Guidance for evaluation https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/220542/magenta_book_combined.pdf

⁷ UK Government Civil Service Web Guidance (2013). The Need for Reviewing Evidence <http://www.civilservice.gov.uk/networks/gsr/resources-and-guidance/rapidevidence-assessment/what-is>

⁸ Separate searches with each technology term ("lab-grown meat", "in-vitro meat", "irradiated food", "nano food", "3D printed food", "genetically modified food", "cloned animal" AND "food", "additives" AND "food", "preservatives" AND "food" ; "novel food", "functional food") AND "public accept*"OR "percept*" OR "attitude"



⁹ Brook Lyndhurst (2009) An Evidence Review of Public Attitudes to Emerging Food Technologies report for FSA

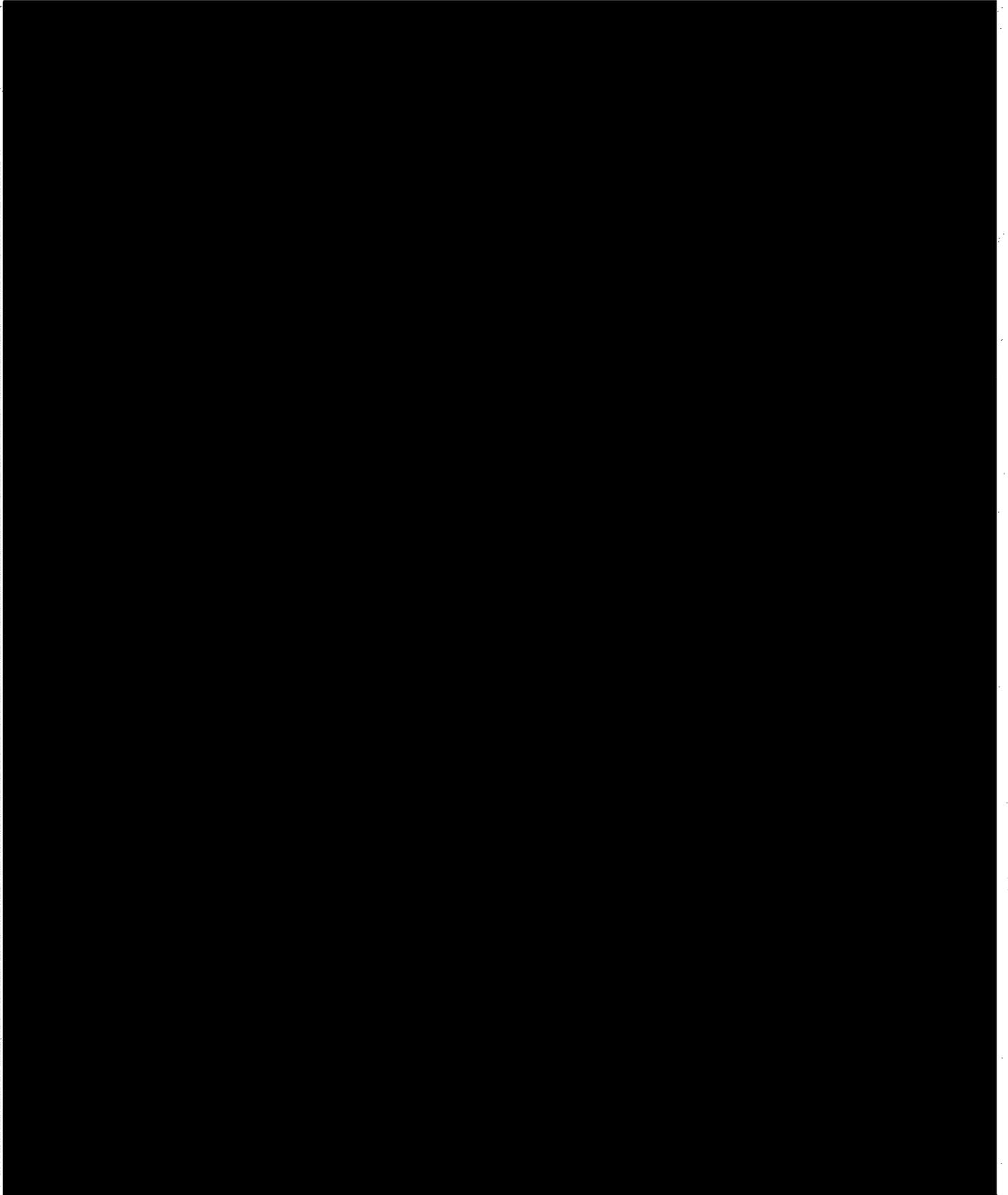
¹⁰ Artificial meat: UK scientists growing 'bacon' in labs March, 2019 <https://www.bbc.co.uk/news/science-environment-47811026> Lab-grown 'clean' meat could be on sale by end of 2018, says producer March 2018 <https://www.independent.co.uk/news/science/clean-meat-lab-grown-available-restaurants-2018-global-warming-greenhouse-emissions-a8236676.html>

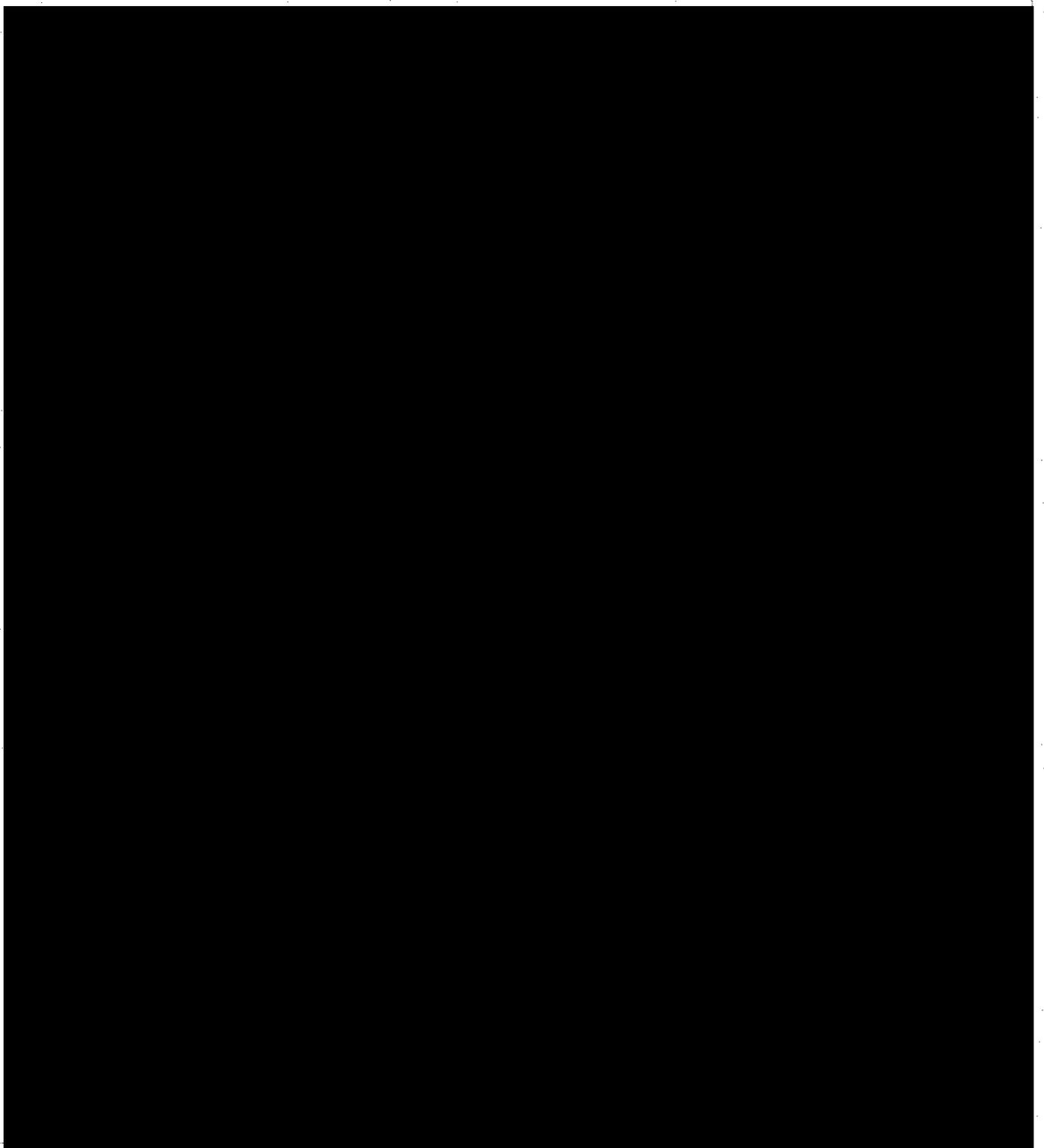
¹¹ Bryant, C and Barnett, J (2019) Consumer acceptance of cultured meat: A systematic review Meat Science: 143 p 8-17

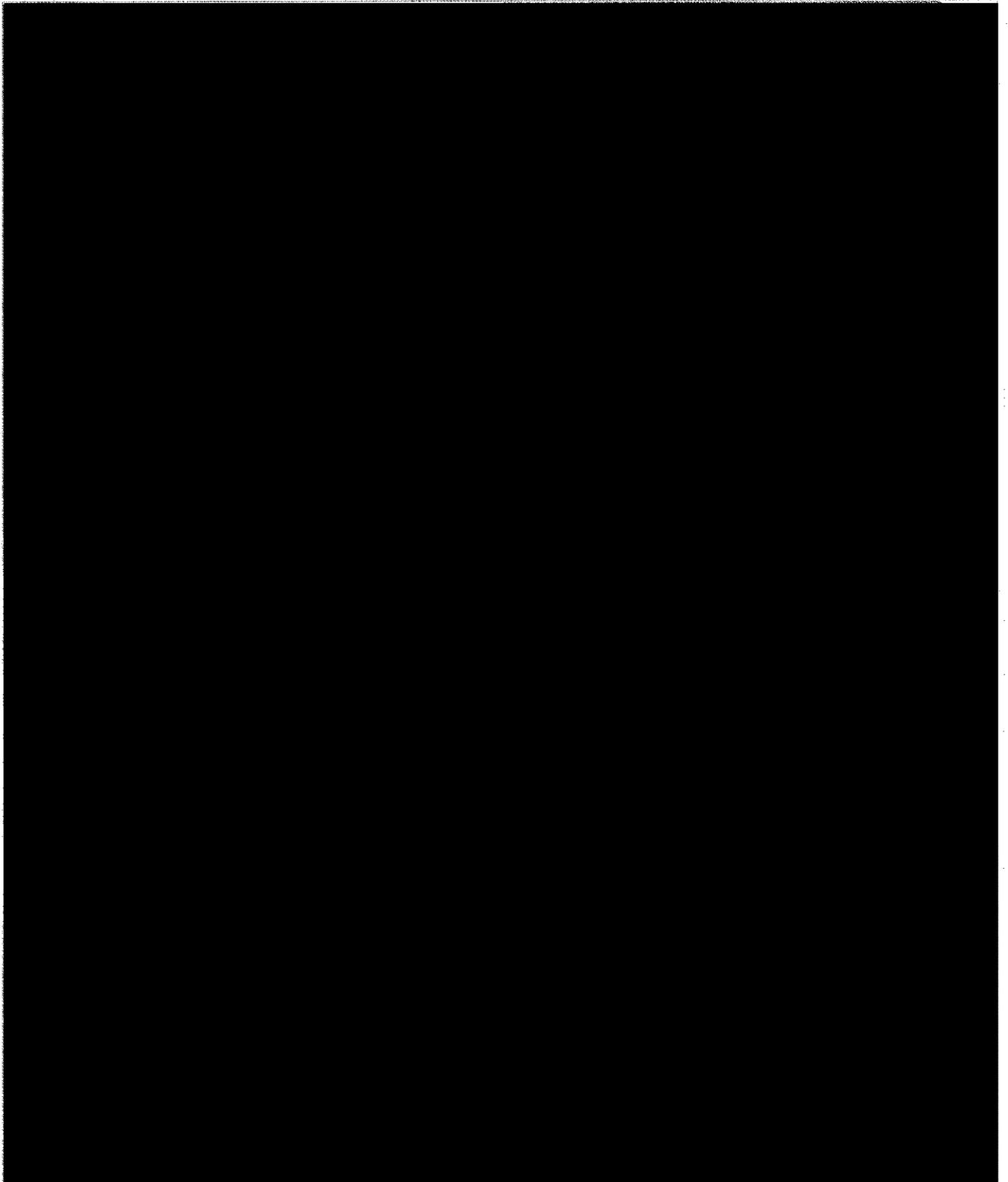
¹² Lupton, D and Turner B (2018) I can't get past the fact that it is printed^o: consumer attitudes to 3D printed food Journal Food, Culture & Society An International Journal of Multidisciplinary Research Volume 21, 2018 - Issue 3 p 402-418

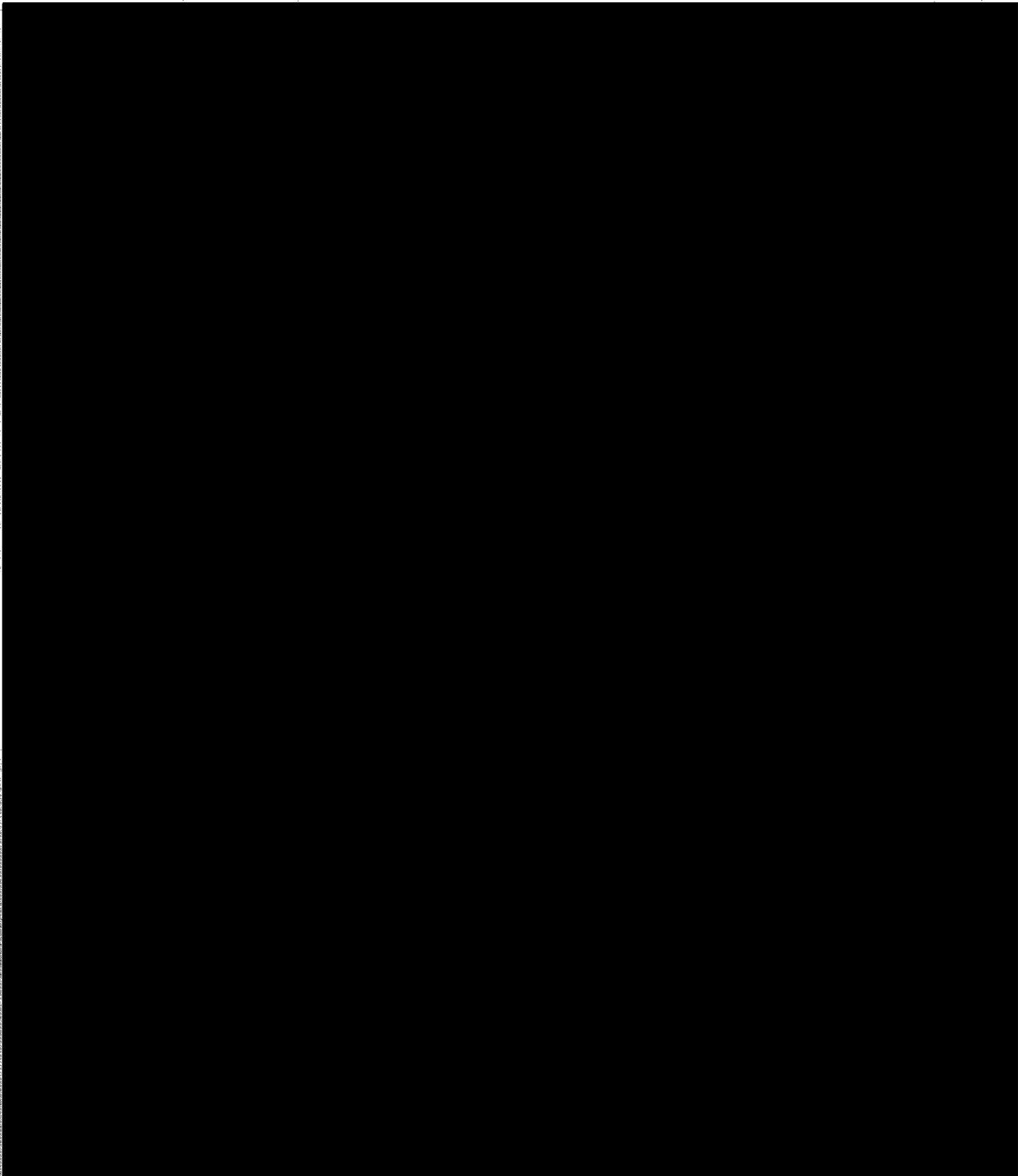
¹³CEP dialogue project and evaluations: A two way conversation with the people of Scotland on the social impact of offshore renewables (with Pidgin Perfect and Nereus Environmental). For Marine Scotland. 2014 – 2015; [National public dialogue on space weather](#) (led by 3KQ). Commissioned by the Science and Technology Facilities Council (STFC) and Sciencewise-erc, with sponsorship from Lloyds of London, National Environment Research Council (NERC), National Grid and STFC - RAL Space. 2014. What does flood risk mean? Co-creating meaningful communications to enable resilience (led by 3KQ and Osprey Communications). For the Environment Agency. 2013 - 2014. Evaluation of BBSRC's Bioenergy public dialogue project. For the Biotechnology and Bioscience Research Council (BBSRC). 2012 - 2013. **Evaluation of public dialogue on geengineering** For the Natural Environment Research Council (NERC), 2010 – 2011. .

¹⁴ FSA Strategic plan 2015 – 20 p.9

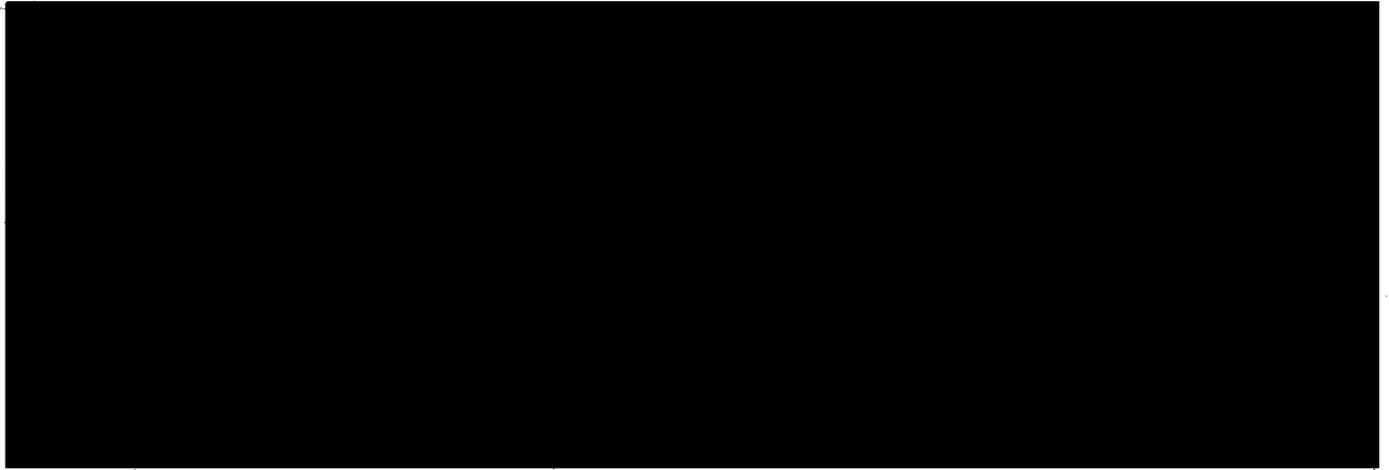








¹⁵ <https://www.dedoose.com/>



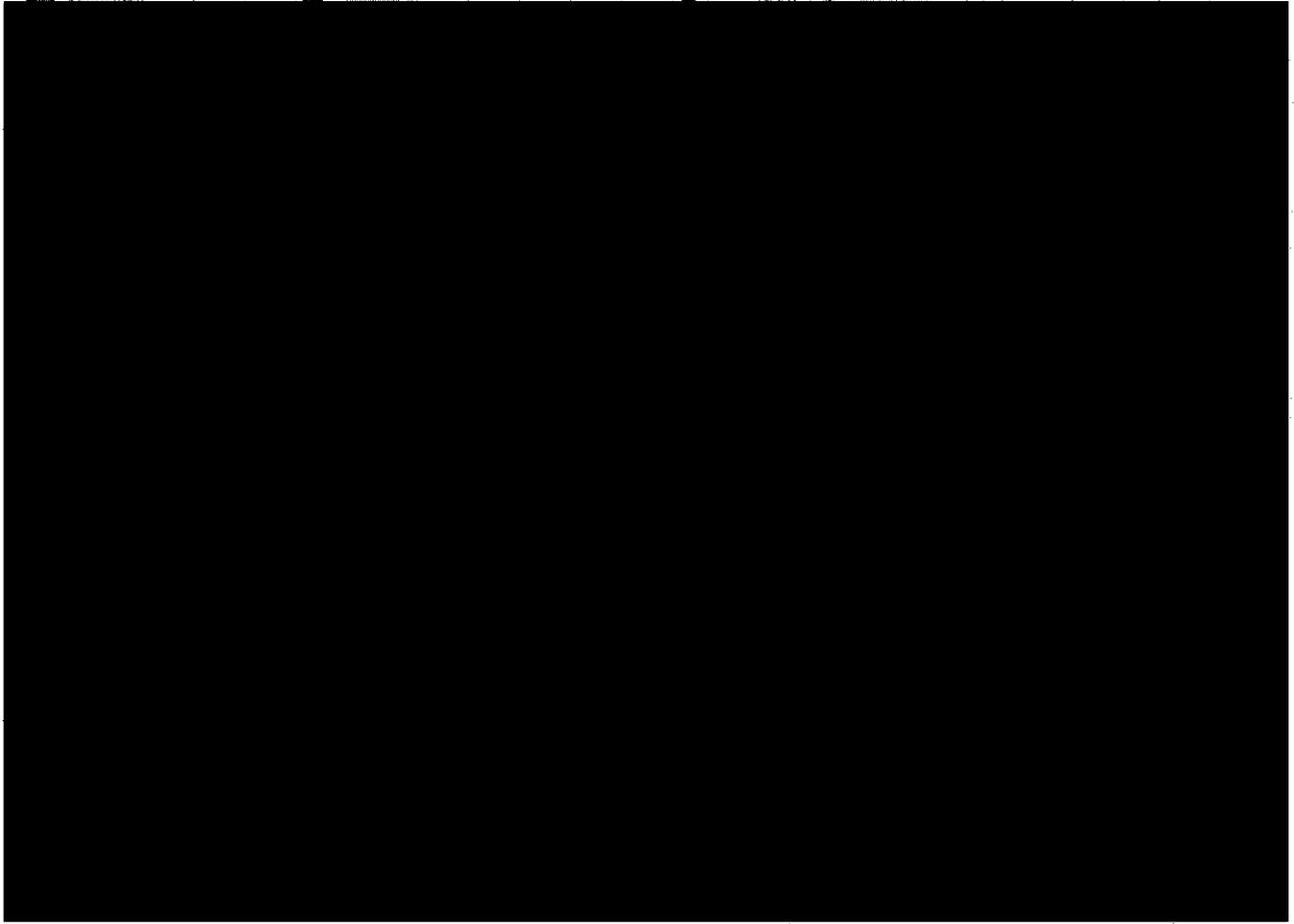
3: THE PROJECT PLAN AND DELIVERABLES

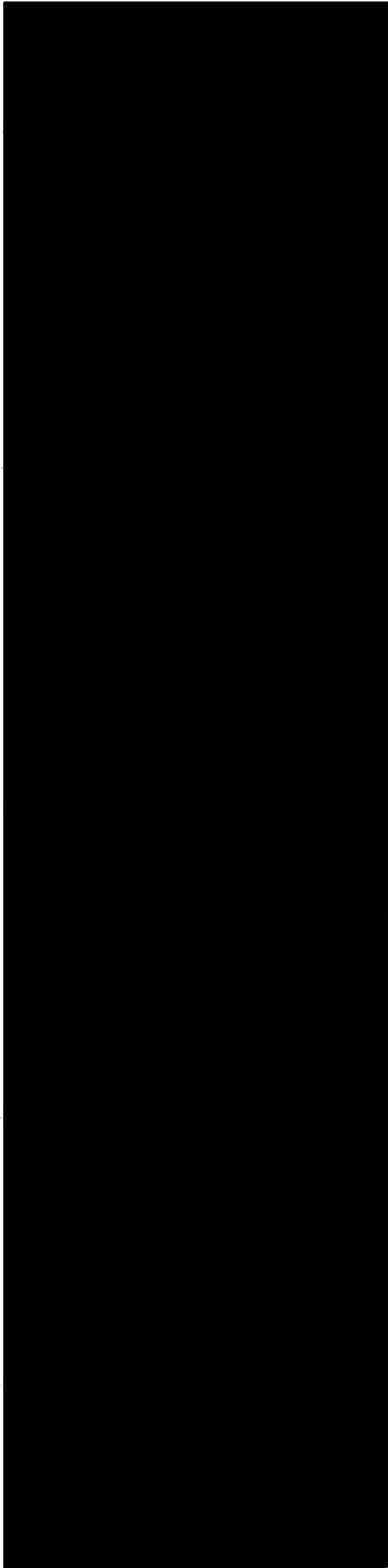
A.

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.

See the project plan and a flow chart of the tasks and sub-tasks below (the project plan Gantt is also attached separately as requested)







B.**DELIVERABLES**

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

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

Each deliverable should be:

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

Please insert additional rows to the table below as required.

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

DELIVERABLE NUMBER OR MILESTONE IN ORDER OF EXPECTED ACHIEVEMENT *UPDATED ON 13.08.19*	TARGET DATE	TITLE OF DELIVERABLE OR MILESTONE

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.

The project will be undertaken by **Collingwood Environmental Planning (CEP)**. CEP will be supported by two research advisors working independently as CEP associate consultants, but based at Imperial College London and Bath University respectively. These advisors bring additional expertise to the team on novel foods and the pathways to acceptance of novel foods and associated food technologies with specific expertise in insect food products and cultured meat.

Note that we intend to use the services of a very experienced market research company, Mercatus Research, with whom we regularly work to undertake the recruitment of the participants for the public dialogue events.

We have introduced our relevant organisational experience below covering literature and evidence reviews, social research and public dialogue. We have then summarised three relevant projects providing the information requested. This, along with the qualities of our project team (see Section 4B), demonstrates that we have all the necessary experience and expertise to effectively and efficiently deliver the literature review (using a REA) and dialogue applying robust qualitative methods of social science to explore consumer attitudes on new food technology.

Literature and evidence reviews

CEP has considerable experience of undertaking literature and evidence reviews, including substantial Rapid Evidence Assessment (REAs) for Defra in water efficiency and behaviour change (2018) and community flood resilience (2014). CEP also undertook a recent evidence review for Defra on awareness, attitudes and behaviours relating to the

environment to inform implementation of the 25 Year Environment Plan, which included a focus on the food system (2019)^{16,17}.

Other examples of evidence reviews include work for European Environment Agency (EEA) on drivers of change and their implications on the European environment – a systems-based overview through the resource nexus lens (including for the food system, in which potential implications of smart farming and changing food logistics, dietary changes and new foods / new ways of creating foods were examined) (2018), and evidence reviews and horizon scanning for the European Commission on various emerging risks as part of the *Foresight Project for the Detection of Emerging Environmental Issues* (FORENV) (2018-22) including issues related to food, such as changes in dietary patterns and the availability and consumer acceptance of alternative proteins. CEP was also recently a core member of the Managed Service Provider (MSP) team (led by CEH) commissioned by Defra for evidence reviews in the context of water resources and flood risk management.

CEP, through its relationships with academic institutions, has access to major academic databases and search engines useful for finding and accessing articles in academic journals, repositories, archives, or other collections of scientific and other articles. CEP uses the guidance produced by the Joint Water Evidence Group¹⁸ which expands on the high level Civil Service Guidance provided in the Magenta Book¹⁹ and Civil Service web-based guidance for conducting REAs²⁰.

Social research and public dialogue

We have extensive experience in developing, delivering and evaluating deliberative public dialogue processes which is the approach we are proposing for this project. CEP specialises in fitting methods to purpose and using a range of innovative deliberative and participatory techniques for understanding the interests and concerns of members of the public and stakeholders and how these are shaped and develop over time. The public dialogue processes are underpinned by our extensive social research expertise using robust quantitative and qualitative research techniques and analysis, such as evidence reviews, case studies, surveys, structured and semi-structured interviews, and focus groups and deliberative social research. CEP has particular expertise in facilitating knowledge brokerage between experts and the public on technical issues, such as emerging risks and new technologies.

CEP, for example, undertook a public dialogue with coastal communities in Scotland on the social impact of offshore renewables for Marine Scotland (2014-16) and delivered a public dialogue process to aid the development of the Clyde Regional Marine Plan (CRMP) for Scottish Natural Heritage (SNH) and Clyde Marine Planning Partnership (CMPP) (2017-18). CEP also undertook a project for the European Commission (DG Environment) on public perception of environmental risks (2014-2015) which included undertaking focus groups with members of the public and an online survey with experts to understand how and why public perception of environmental risks differs from the scientific assessment of the same risks. CEP also evaluated the NERC/Sciencewise public dialogue on geoengineering (2010-11), the BBSRC public dialogue on bioenergy (2013-14)²¹ and was on the Sciencewise framework contract to evaluate dialogue projects (2017-19).

Details on three similar projects

Three similar projects that CEP has undertaken are summarised below.

¹⁶ AD Research & Analysis with Collingwood Environmental Planning (2019). *The Role of Behaviour Change in Delivering the 25 Year Environment Plan: Learnings from a review of awareness, attitudes and behaviours relating to the environment*. For Defra, Project Code BE139. Draft.

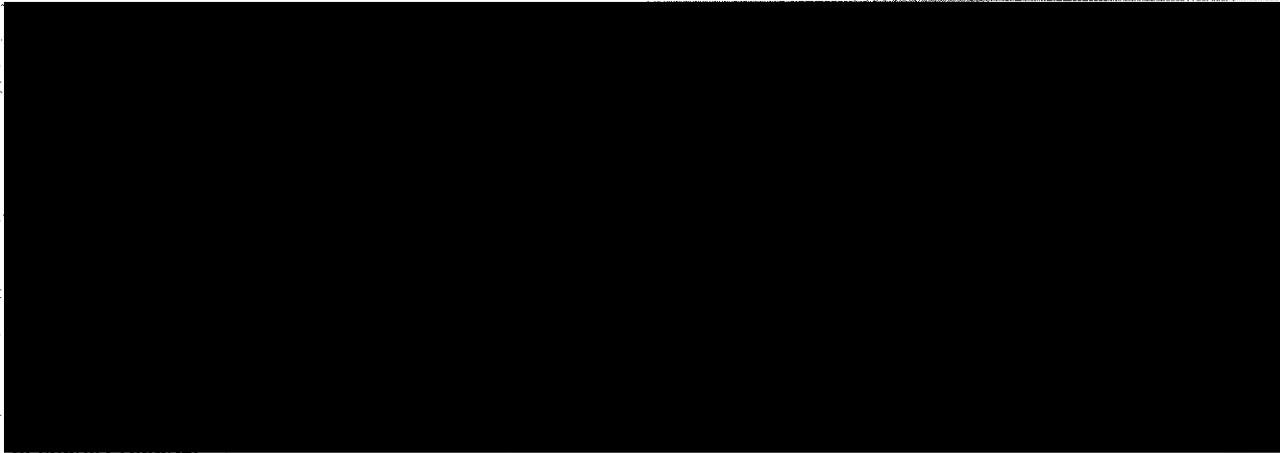
¹⁷ Collingwood Environmental Planning (2019). *Evidence review: Detailed review of interventions within the food system: Building in a price for nature and substituting meat (including in public procurement)*. For Defra, Project Code BE139. Draft.

¹⁸ Collins, A.M., Coughlin, D., Miller, J., Kirk, S. 2015. *The Production of Quick Scoping Reviews and Rapid Evidence Assessments: A How to Guide*. London: Defra/NERC

¹⁹ HM Treasury (2011). *The Magenta Book: Guidance for evaluation*
https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/220542/magenta_book_combined.pdf

²⁰ UK Government Civil Service Web Guidance (2013). *The Need for Reviewing Evidence*

²¹ <https://bbsrc.ukri.org/documents/1404-bioenergy-public-dialogue-evaluation-pdf/>





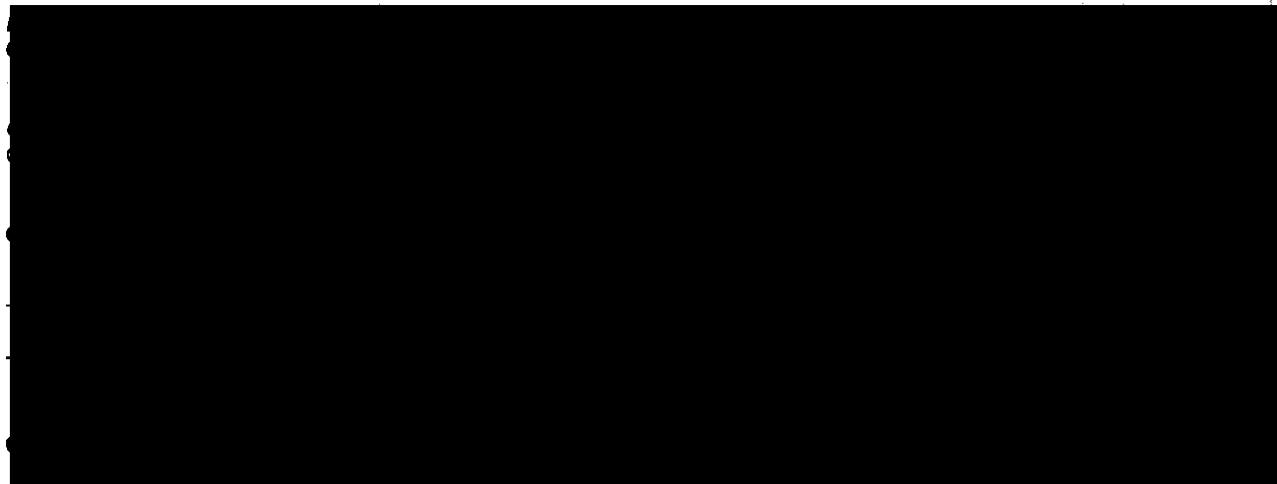
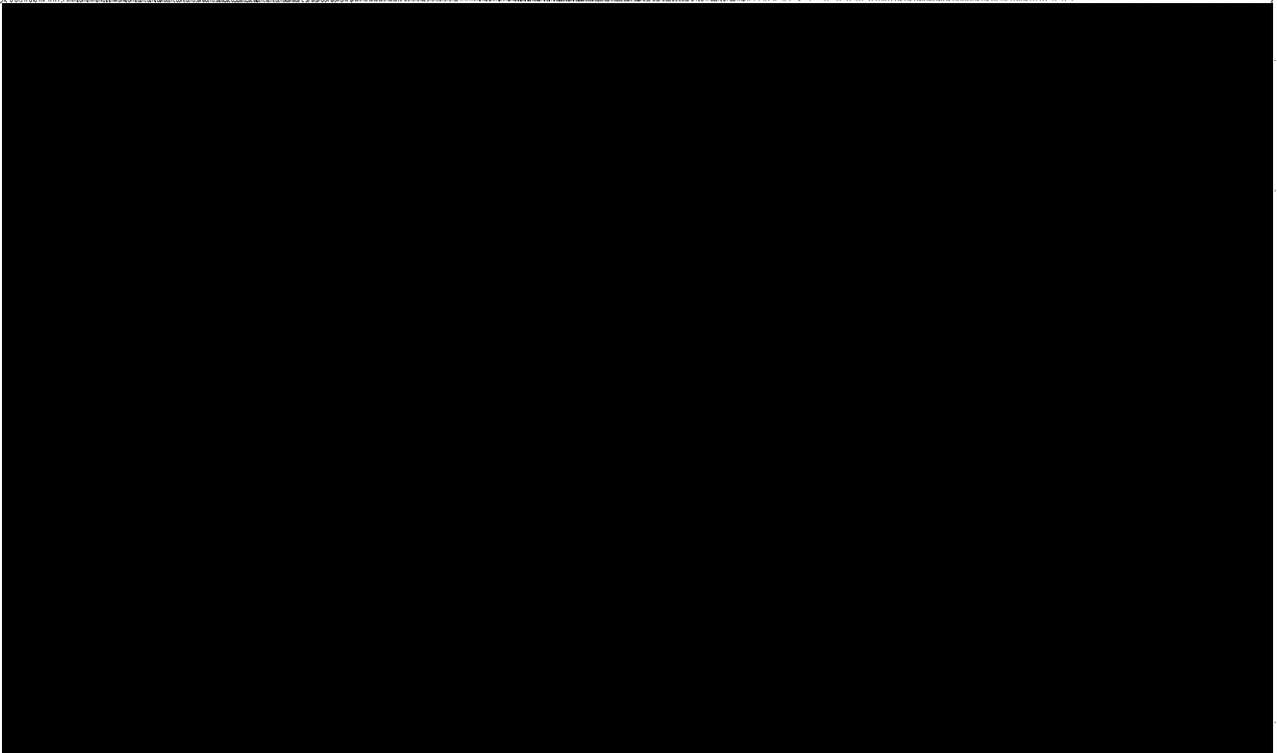
B. NAMED STAFF MEMBERS AND DETAILS OF THEIR SPECIALISM AND EXPERTISE

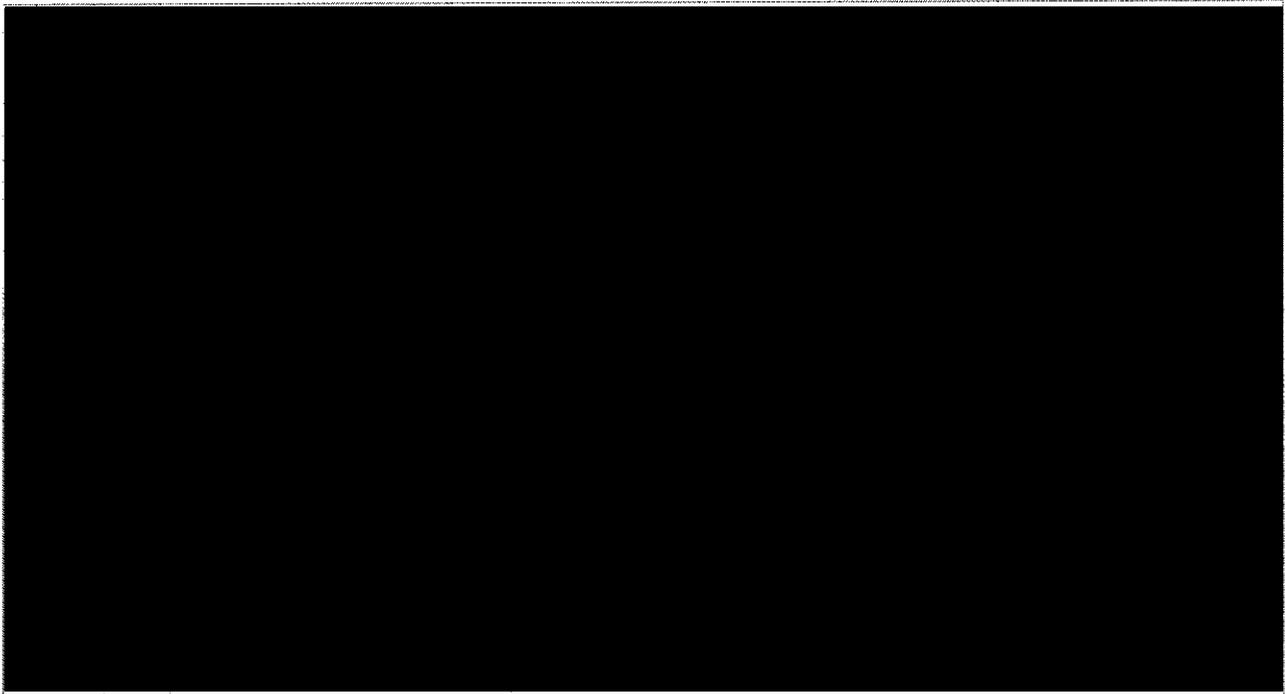
For each participating organisation on the project team please list:- the names and grades of all staff who will work on the project together with details of their specialism and expertise, their role in the project and details of up to 4 of their most recent, relevant published peer reviewed papers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

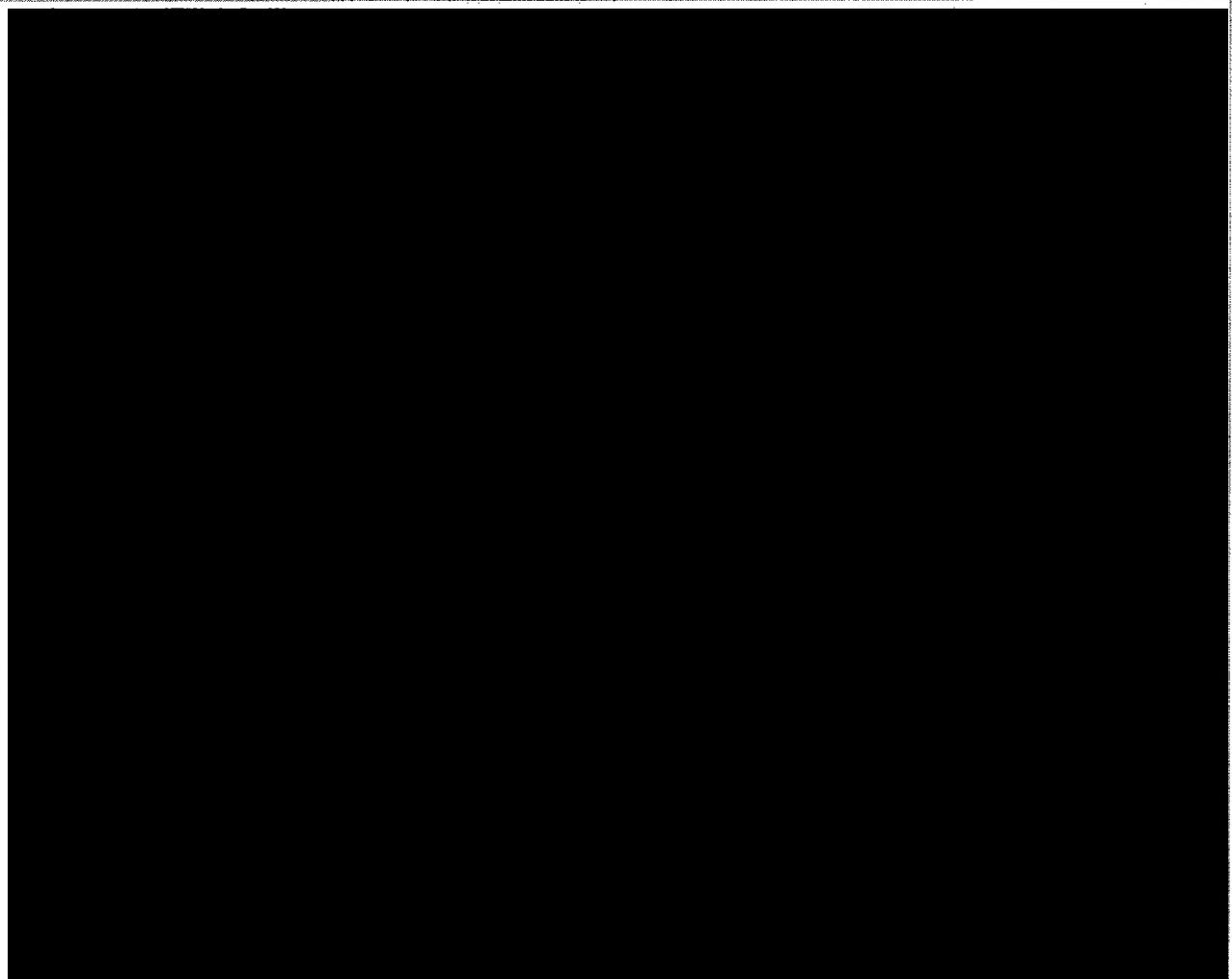
Lead Applicant

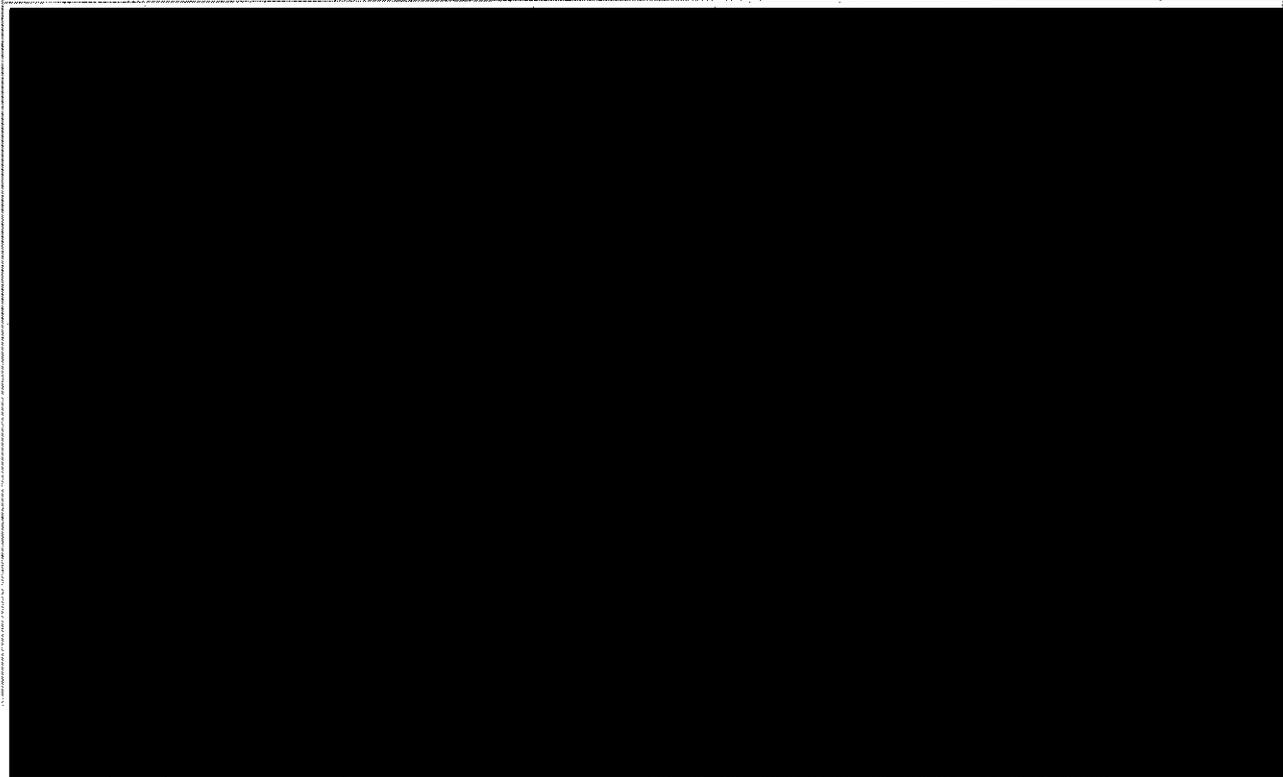
Collingwood Environmental Planning (CEP)

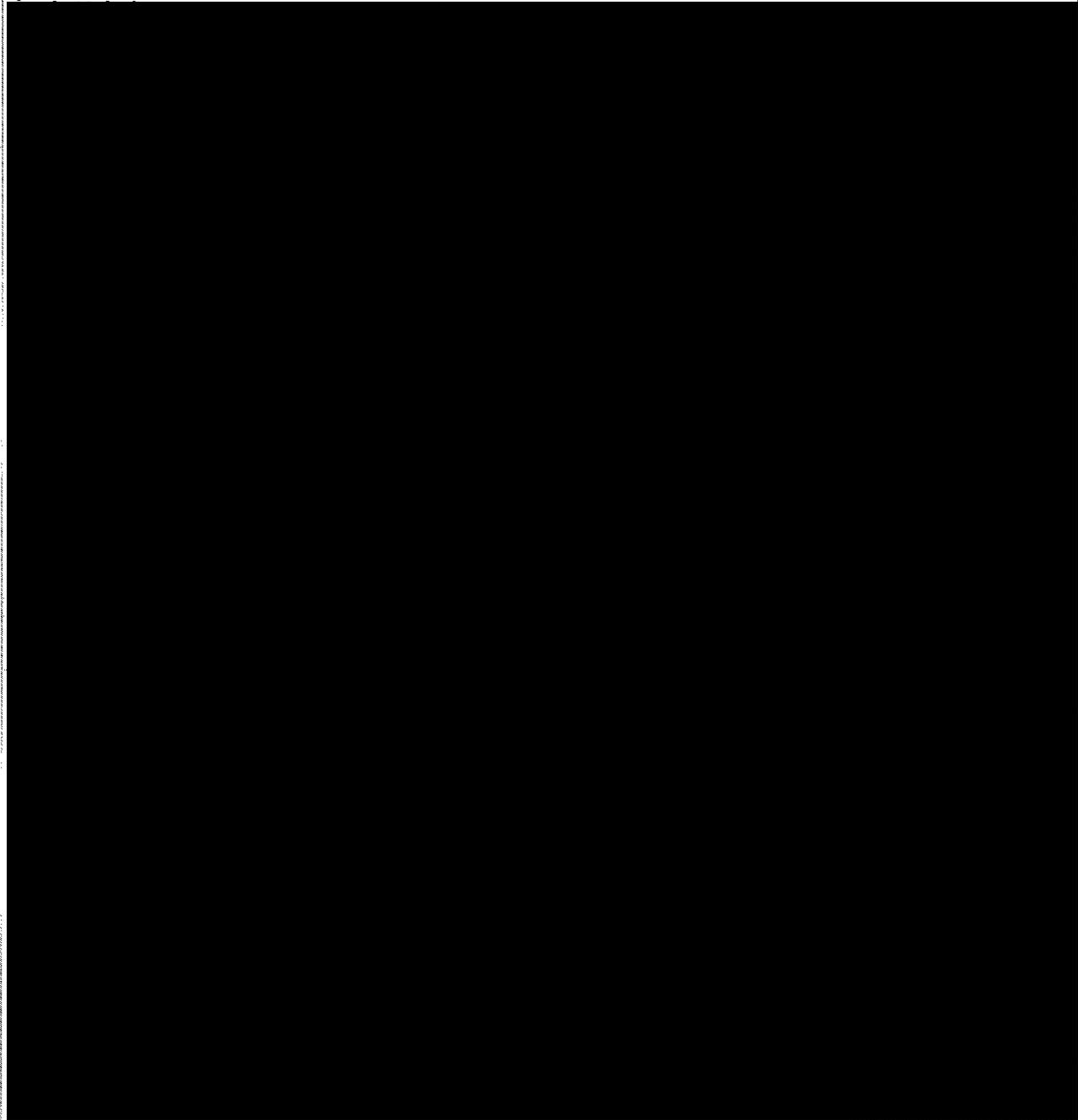
Named staff members, details of specialism and expertise.











B. 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

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.

Introduction

This section describes our proposed approach to managing the project to ensure that the objectives and deliverables will be achieved on time and on budget. It also describes how the team and FSA will interact to deliver the desired outcomes.

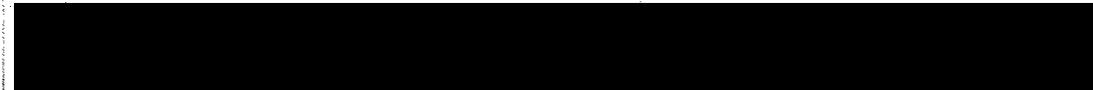
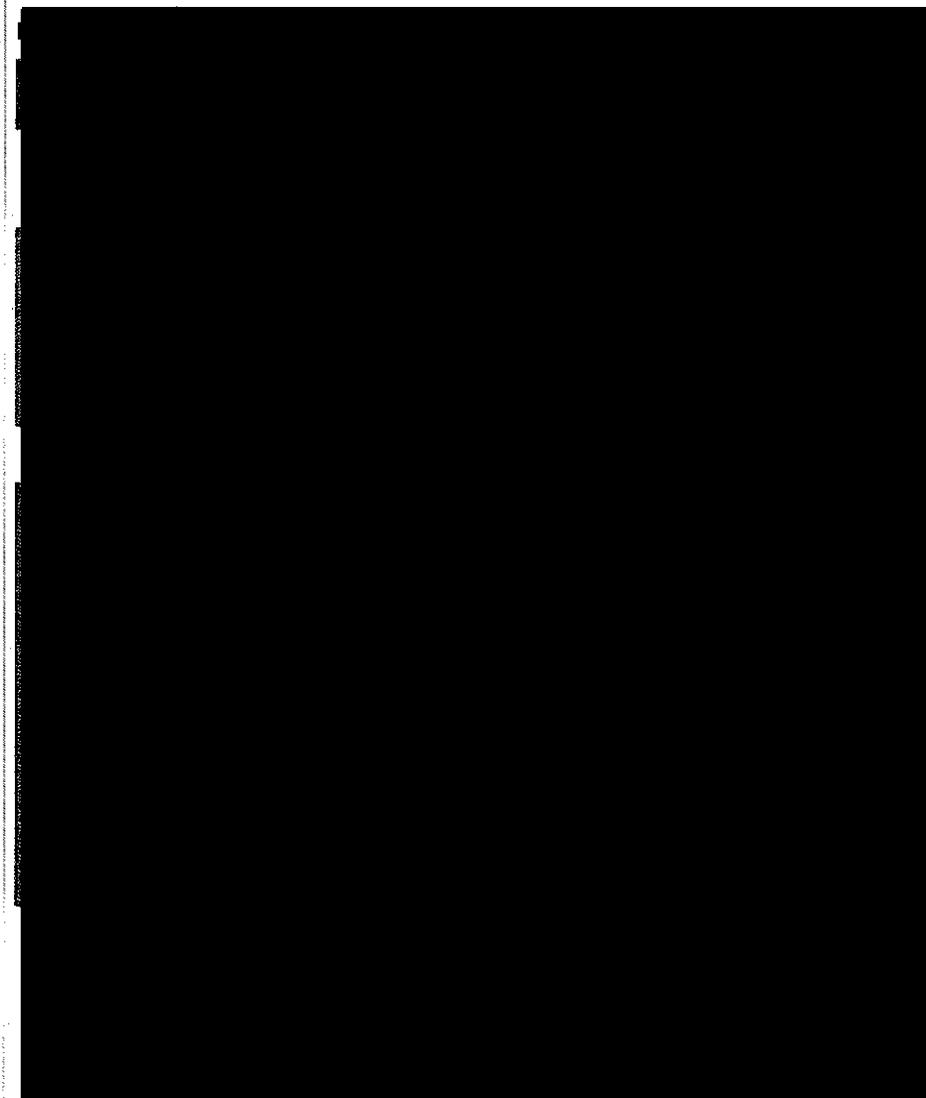
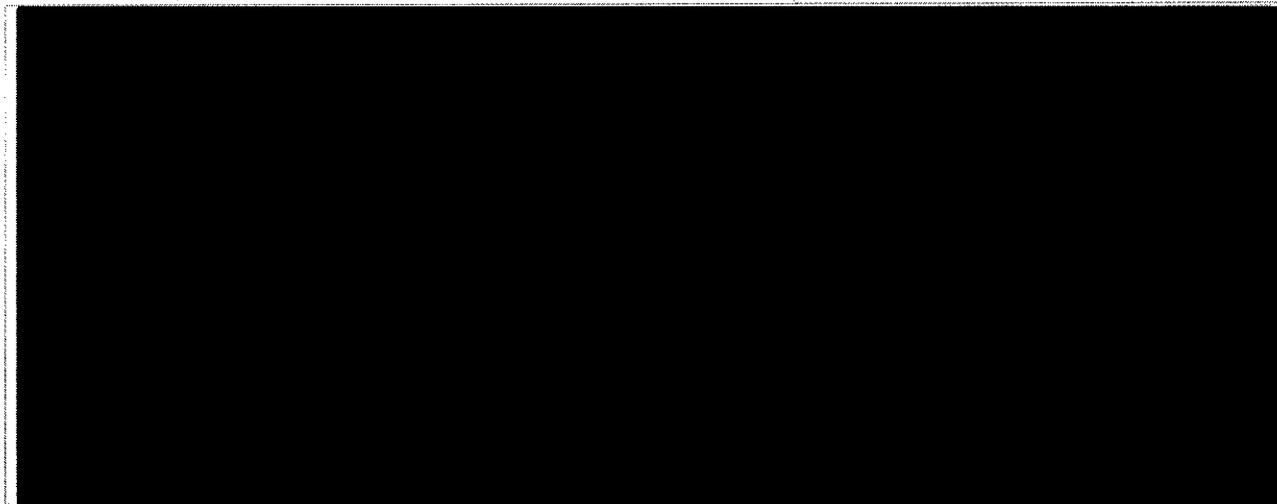
Project team structure and roles

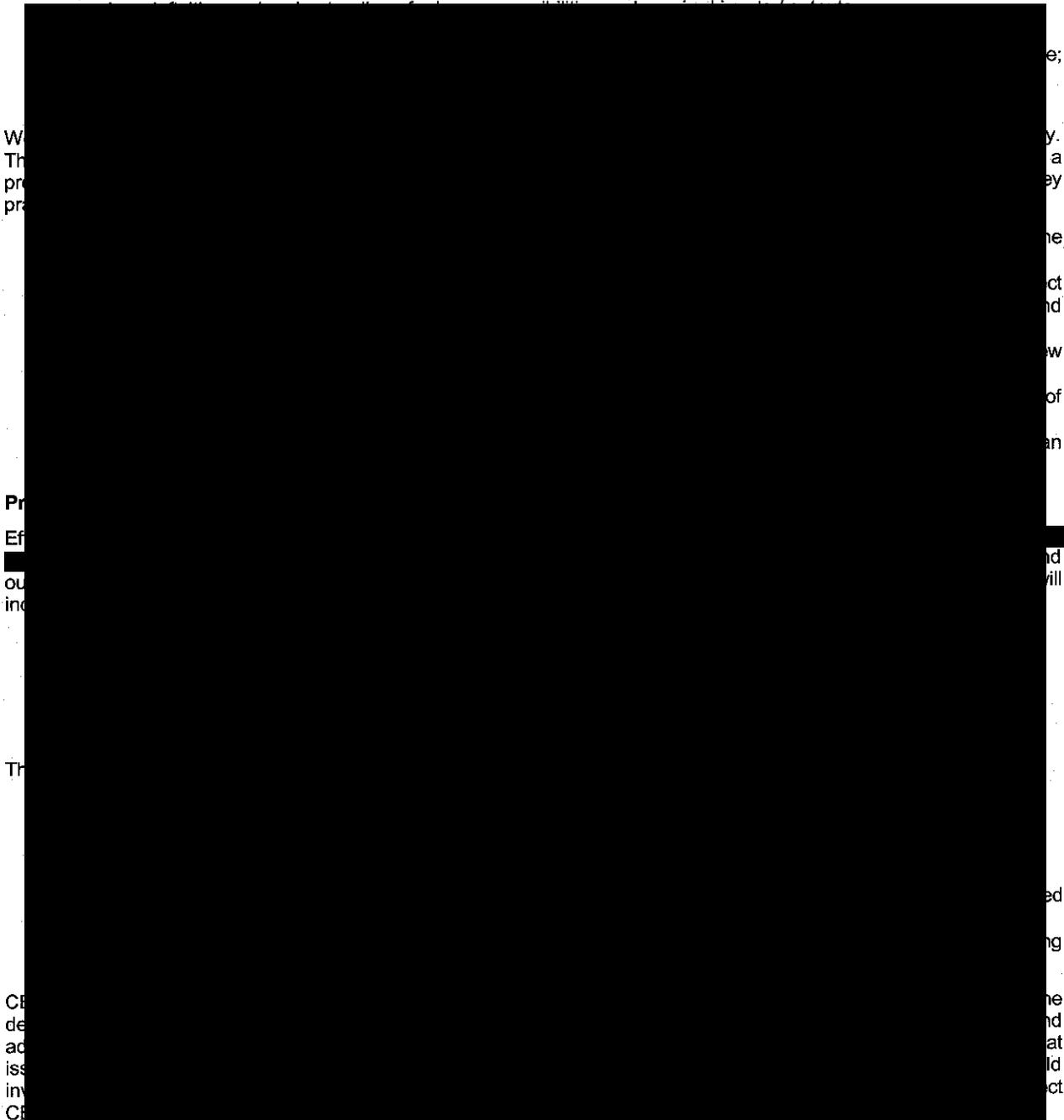
We have included a team organogram below (see Figure 5.1) and described the roles and responsibilities of the project team in Table 5.2, including the management team comprising the Principal Investigator and Project Manager.

We have included a reasonably large team to ensure the work can be delivered within the programme and to have dedicated teams focussing on the REA (Task 1) and the dialogue (Task 2), for example. To help facilitate the effective management of the two Tasks (Task 1 and 2) we have include a Task Lead for each within the structure:

Table 5.1: Overview of the team members' roles and responsibilities

Name / job title	Project role	Overview of roles and responsibilities
[Redacted content]		





Relationship with the FSA

The relationship and expectations of the FSA, and the FSA Project Manager and the Steering Group in particular, in terms of the level of input and guidance are discussed in Section 2A (Approach/Scope of Work) will be discussed and agreed at the initiation meeting. We will be flexible in adapting to the needs of the FSA given their availability and other time commitments. We would propose that the FSA Project Manager participates in regular progress updates with the CEP Project Manager via telephone (or in person if required) and in the Steering Group meetings (including the initiation meeting) as set out in the Project Plan (see Section 3A).

The FSA Project Manager would act as coordinator for feedback on the work, including from the Steering Group. We may also need support from the FSA Project Manager and Steering Group in identifying certain information and contacts for the REA, as well as reviewing and providing feedback on the draft deliverables listed in Section 3B. Support from the FSA Project Manager and Steering Group may also be required during the course of the contract to assist with certain risk mitigation actions, should they be relevant as set out in the initial risk log set out in the risk management section (see Section 6).

Progress reporting

We propose to provide short project updates to the FSA Project Manager every two weeks (frequency to be agreed at the initiation meeting). Progress updates will be used to clarify the tasks, report on progress, identify risks and provide initial feedback on emerging findings. The CEP Project Manager [REDACTED] will schedule teleconferences to go through each update with the FSA Project Manager and agree priorities for the next period. Additional teleconferences will be organised as needed to address emerging issues.

Internal communications

CEP's [REDACTED] will be Project Manager and will take the initial lead in liaising with team members, ensuring that the project is delivered to time and specification. The two Task leads will coordinate and organise the teams working on each task. The team regularly work together and will have project meetings to ensure the work is coordinated and progressing in accordance with the project plan.

Risk management

Our Project Manager will be responsible for a comprehensive approach to managing risks, escalating risks to the Principal Investigator as appropriate. Actions will include: agreeing the risk log with the FSA Project Manager; regular appraisal of identified and emerging risks; anticipating and preparing for risks where appropriate; and dealing with any risks that may materialise. Part of the quality assurance for the project (see Section 7A) will be our risk management measures, which involve an initial assessment of risks (as set out in Section 6), identification of mitigating measures and determination of a risk owner. The risks across several categories will be considered: technical; personnel; stakeholder; timetable; commercial; and operational.

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
Lack of evidence to answer specific Research Questions (RQs)	Low	High	<ul style="list-style-type: none"> Use team members' personal knowledge and networks to identify additional literature, including unpublished research, project reports and forthcoming publications. Coordinate with FSA Project Manager to request additional evidence suggestions from Steering Group. Where evidence is genuinely lacking or insufficient, feed into review as part of response to RQ: <i>What are the gaps in the research?</i>
Low attendance at dialogue events	Low	High	<ul style="list-style-type: none"> Early agreement on dates for workshops with the FSA Project Manager to ensure ample time to recruit participants. Professional face-to-face recruitment of participants, by experienced recruiters with a track-record of achieving high levels of turn-up / engagement in events. Sufficient incentives paid to participants (i.e. £200 per regional workshop / £275 for conclusions and recommendations workshop – less than this is considered inadequate to ensure attendance and participation in recall event). Consider over-recruitment of participants if attendance proves to be an issue. Appropriate reminders of the dates to all participants by the recruiters in advance of events using a range of methods.
Disruptive behaviour on the part of one or more participants	Low	Medium	<ul style="list-style-type: none"> Team members use a stepped approach to deal with disruptive behaviour: understanding and addressing concerns, moving disruptive person away from other participants, use of techniques for calming, emergency contact number if behaviour escalates. Members of the team not dealing with the

			<p>disruptive person make sure that rest of participants are OK; if a group want to continue the dialogue the team member takes over as lead for the process.</p>
Delay to timetable if dialogue events need to be re-programmed due to unexpected disruption	Low	Medium	<ul style="list-style-type: none"> • Programming of dialogue workshops in easily accessible locations by a range of transport (with intention public transport is main form of accessing them). • Recruitment to reflect location of workshops to minimise long-distance and difficult journeys and reduce risk of disruption. • Adequate flexibility on programme to allow for events to be rearranged.
Not completing tasks to timescale	Low	High	<ul style="list-style-type: none"> • A well thought-out work-plan against which progress is reviewed regularly to ensure that tasks are to plan and any issues are identified early. • CEP Project Manager to coordinate closely with the FSA Project Manager and monitor progress. • Raising issues with the FSA Project Manager at the earliest opportunity to discuss and agree on solutions.
Loss or unavailability of key staff members	Low	High	<ul style="list-style-type: none"> • We have a collaborative work ethos, involving shared files and team updates: all team members understand the RQs and methods and can stand in for colleagues as needed. • Team with overlapping skills, so key staff members can be replaced if necessary within the project team. Staff handover protocols are in place. Any costs for changes will be at the project team's expense not FSA's. • Any change will be communicated to FSA Project Manager as quickly as possible to facilitate mitigation.
Delay in receipt of comments and agreements (e.g. on draft REA) from FSA and Steering Group	Low	Medium	<ul style="list-style-type: none"> • Work plan explicitly incorporates adequate time for FSA / Steering Group comments on draft REA and other materials/reports: the amount of time required for review will be agreed in advance. • Clear communication between CEP Project Manager and FSA Project Manager and Steering Group including expectations (as appropriate) for format of and deadlines for commenting.
Media 'food risk' stories raise concern about research	Low	Low	<ul style="list-style-type: none"> • Close coordination between FSA and contractor team to manage impact. • Contractor Project Manager to make available project data, subject to GDPR. • Adapt programme to allow progress on less sensitive tasks. • Materials and approach to workshops can be responsive to such issues / stories and help participants in dialogue understand where they fit in wider evidence.
Insufficient budget and resources to cover all the areas of interest for the research	Medium	High	<ul style="list-style-type: none"> • Early agreement of priority RQs with FSA to ensure the work is focused from the outset. • Close liaison and use of a staged approach to enable the FSA Project Manager to review findings and define priorities for the deliberative research. • CEP Principal Investigator will manage the budget to agreed cost schedule and programme.
Technical or IT failure	Low	High	<ul style="list-style-type: none"> • Professional IT support / sub-contractors available to provide emergency help.

- Anti-virus software to protect IT systems.
- Regular back-ups stored remotely.

7. QUALITY MANAGEMENT

A.

QUALITY MANAGEMENT

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

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

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

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

Quality Assurance Policy and approach

Collingwood Environmental Planning (CEP) has a Quality Assurance Policy (see separate attachment) and is committed to continuing to meet and where possible exceed customer, statutory and regulatory requirements, in line with the company's continuous improvement philosophy. This not only enhances CEP's clients' experience in the short-term, but lays the foundations for long-term client relationships based on trust, professional capability and quality. We will seek to continuously review and improve our systems and processes which are key to the consistent, timely and quality delivery of projects.

CEP operates an internal quality management system which follows the principles of formal standards such as the ISO9000 series, but is tailored to reflect the small size of our organisation. We seek to assure quality through:

- effective project management and client communications;
- auditable and traceable work records;
- validation and verification of analysis where applicable;
- high quality outcomes and final products;
- timely and cost effective provision of deliverables; and
- guarantee of confidentiality and security.

We value working in partnership with our clients and aim to consistently provide a quality service by:

- fully understanding our customers' requirements;
- ensuring we meet these requirements as a minimum; and
- constantly monitoring and reviewing our clients' requirements.

Key draft and final outputs produced during the course of a contract are subject to internal Quality Assurance and review by a nominated senior member of staff not directly involved in the project. Within the team, Owen White (CEP Technical Director) will be assigned to this project to provide quality review. The Principal Investigator (Paula Orr) will also undertake quality review of all the outputs and deliverables under the contract. Together they will ensure that the quality of the work and deliverables lives up to the quality standards promised, and is in line with the principles of CEP's quality management system.

Obviously in addition to CEP's quality review processes, the FSA Project Manager, the Steering Group and external peer reviewer (ass appropriate) will also provide a quality assurance function to ensure the quality of the deliverables under the contract.

We are familiar with and regularly work to the Joint Code of Practice for Research (JCoPR) as part of Defra projects. We will comply with the JCoPR and have set out an initial record of how the requirements have been / will be met. These processes / records will be reviewed and maintained during the project.

Code requirements	Notes on meeting JCoPR requirements
1. Responsibilities	• Organogram setting out organisation structure with line management responsibilities

	<p>included in Section 5 (Project Management)</p> <ul style="list-style-type: none"> List of personnel involved in the project included in Section 4B (Named staff members and details of their Specialism and Expertise). Roles and responsibilities of all project staff included in Section 5 (Project Management).
2. Personnel Competence	<ul style="list-style-type: none"> Staff skills included in Section 4B (Named staff members and details of their Specialism and Expertise). CVs not requested but available on request. Staff aware of Code's provisions and maintain professional development requirements.
3. Project planning	<ul style="list-style-type: none"> Details of risk management approach and procedures and initial risk register included in Section 6 (Risk Management) – to be maintained during project. Regular reviews of risk register and project timetables and plans to be reported and discussed as part of regular progress updates with FSA Project Manager. Project plan with milestones and deliverables to be updated throughout project and reported and discussed as part of regular progress updates with FSA Project Manager. Recruitment strategy to be agreed in advance with the FSA Project Manager and Steering Group. Ethical research procedures to be implemented in accordance with Section 7B (Ethics).
4. Quality Control	<ul style="list-style-type: none"> Quality control procedures set out in Section 7A (Quality Management), including in relation to reviewing quality of outputs / reports. Discuss and agree dissemination and authorisation procedures with FSA Project Manager / Steering Group.
5. Health and Safety	<ul style="list-style-type: none"> CEP's Health and Safety policy to be applied. CEP's Health and Safety policy available on request.
6. Handling of samples and materials	<ul style="list-style-type: none"> Recruitment strategy to be developed and defined as part of the Design of the dialogue – see sub-task 2.1 (See Section 2A (Approach/Scope of Work). Procedures to be documented as part of project reporting.
7. Facilities and equipment	<ul style="list-style-type: none"> Equipment not applicable as part of project.
8. Documentation of procedures and methods	<ul style="list-style-type: none"> Quality control procedures set out in Section 7A (Quality Management), including in relation to reviewing quality of outputs / reports. CEP to operate internal procedures for robust management and version control in all key project documentation.
9. Research / work records	<ul style="list-style-type: none"> CEP has a Data Retention and Disposal policy, available on request, which will be applied. It sets out our procedures and responsibilities regarding the production, storage and disposal of data. All data will be protected in accordance with current data protection legislation and good practice. Arrangements for storing and/or destroying data at the end of the project are set out in CEP's Data Retention and Disposal statement which is also available on request
10. Field-based research.	<ul style="list-style-type: none"> Risk assessments for the dialogue events will be developed which will include steps to be taken to counter any risks identified.

Quality assurance checklists

CEP uses quality assurance checklists to help ensure that contracts and their outputs are delivered to the necessary quality that we and our clients expect. A checklist is developed for every key project covering the initial planning and inception stage, through project implementation to submission of deliverables. Our overarching checklist, which applies to all projects, is included in table below.

Project phase	Quality assurance questions
Planning and inception phase	<p>Project systems and administration</p> <ul style="list-style-type: none"> Are communication, quality control and review procedures clear and agreed for the duration of the project? Are contractual, budget and time management systems for the project been set-up? Has a risk register been developed and are plans in place for maintaining it? Are plans in place for monitoring and reviewing progress and for ongoing liaison – both internally with the team and with the client? <p>Planning project delivery:</p> <ul style="list-style-type: none"> Have priorities for the project tasks and timeline been discussed and agreed with the client, and then communicated to the whole project team? Has a project Inception Report / Plan been prepared and agreed with the client? Are arrangements in place to update the plan as necessary? Have the roles and responsibilities of the project team members' relating to all aspects of the project been agreed? Has the scope and requirements of the work been communicated and agreed with any external partners and all contractual arrangements in place?
Implementation	<ul style="list-style-type: none"> Ongoing project management:

<p>phrase</p>	<ul style="list-style-type: none"> • Is the work on schedule and within the foreseen budget? • Are the client and the team members up to date with project progress as required? • Are the team members coordinating work as required? • Is the risk register being maintained / updated? • Have any additional risks / changes in risks been identified and are any new mitigating actions required? • Are all contractual requirements being met? • Project content: <ul style="list-style-type: none"> • Is the agreed methodology being followed? • Are any deviations from the agreed methodology clearly and reasonably justified, and have these been communicated and agreed with the client? • Is the team obtaining the necessary data and information covering all the project's needs, and is it of the appropriate quality? Have gaps been identified? • Are the analytical methods for the project proving appropriate for the available data and to meet the project's objectives?
<p>Project reporting and delivery or outputs phrase</p>	<p>Meeting requirements:</p> <ul style="list-style-type: none"> • Have the objectives of the contract been met and deviations clearly explained and justified? • Have all requests from clients been taken into account? If not, are the reasons clearly explained and justified? • Are all materials being made available to the client? • Has the agreed methodology been followed? Are deviations from the agreed methodology clearly and reasonably justified? <p>Content:</p> <ul style="list-style-type: none"> • Are findings based on high-quality data and analysis? • Are data and information sources clearly identified? • Have the assumptions underpinning the methodology been clearly outlined? • Is the rationale of the analysis and the reasoning behind findings clearly explained? • Have any information and data gaps and other uncertainties been clearly described? • Are references complete? • Are the findings, conclusions and summaries clear, coherent clear and easy to access and written according with the needs of the intended audience? <p>Quality of project outputs:</p> <ul style="list-style-type: none"> • Is the report / outputs well-structured? • Has an executive and or non-technical summary been produced, as appropriate? • Has the report / output been proofread and been checked syntax, grammar, punctuation and language usage? • Has the report / output been written in an appropriate style for the intended audience? • Is it presented in a clear, transparent and easy to access manner?

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

D. Research Ethics

As part of our quality assurance approach we are committed to ensuring that research is undertaken to high ethical standards. We aim to follow and promote good practice in relation to research ethics issues. It is essential that possible ethical issues are considered prior to beginning any of the research – to assist this, we use a checklist as an initial outline to ensure that the issues are identified in advance (see table below). We also use the Social Research Association's (SRA) Ethics Guidelines (SRA, 2003)²² which aim to promote and maintain good ethical practice in social research. We will check with the FSA their requirements for clearing any interviews and other primary data collection methods undertaken as part of this project and make allowances in the programme accordingly.

²² <http://the-sra.org.uk/research-ethics/ethics-guidelines/>

Ethical Issue	Approach
Enabling Participation	To ensure diversity and equality in participants represented, we will consider the potential participants and any barriers that may prevent or discourage participation prior to commencing the research. For example, research should be planned to encourage participation at a time and in a way which is convenient to them (e.g. events at a convenient time and place, appropriate adjustments for those with disabilities, respecting a participant's culture). Careful consideration will need to be given to any socio-structural factors that may affect group dynamics and inhibit participation, such as age, income, education and gender. Our researchers are adept at setting an agenda and making research participants feel at ease, helping to ensure a comfortable environment and open dialogue.
Informed Consent	It is essential that all participants freely give their informed consent prior to participating in the project (see also Consent from children below). Potential dialogue and interview participants will be given clear information about the project (e.g. through a participant information sheet) setting out what the research involves, who is funding it and the likely use of the research findings. Once the participants fully understand the detail of the project, they will be asked for their consent. This will likely be written consent in the case of both the dialogues and interviews. The consent requested must be appropriate for everyone who is taking part (e.g. appropriate for those with physical or learning disabilities).
Confidentiality	All information that is provided by participants during the course of a project will be treated as confidential. At all stages (planning, dialogue/interviewing, report writing and post-project), information should be protected. All participants will be informed in advance of how their data will be used and protected. Where a guarantee of anonymity is given, this must be strictly observed during the research and in the outputs. Where it is proposed that dialogue and/or interviews, for example, are recorded and/or transcribed, this will be agreed in advance and consent provide as appropriate.
Data Protection	Where it is necessary to collect and/or process personal data, we ensure that we adhere to the requirements of the General Data Protection Regulation (GDPR). Our GDPR policy and procedures are available on request. We also use the MRS/SRA guidelines for social research on the Data Protection Act 1998 (2013).
Conflicts of Interest	Any potential conflicts of interest related to the research project will be identified in advance and highlighted to the FSA. No such conflicts of interest have been identified to date with the consumer attitudes to emerging food technologies project.

Data retention and disposal

For information, CEP also has a Data Retention and Disposal policy available on request which sets out our procedures and responsibilities regarding the production, storage and disposal of data. All data will be protected in accordance with current data protection legislation and good practice. Arrangements for storing and/or destroying data at the end of the project are set out in CEP's Data Retention and Disposal statement which is also available on request.

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.

Data Protection

CEP is committed to ensuring that the confidentiality of all project data is maintained at all times.

Non-personal project data

Arrangements for storing and/or destroying data after the project has been completed will be as stated in CEP's Data Retention and Disposal policy. If the client / funder of the research has specific requirements for the treatment of data at the end of the project, these will be discussed and agreed prior to the end of the project.

Personal data

Where it is necessary to collect and/or process personal data, we ensure that we adhere to the requirements of the General Data Protection Regulation (GDPR) and follow good practice.

We use a checklist to identify any activities which will involve the collection, processing or storage of personal data. We then implement appropriate data protection measures in our projects and activities. Everyone we engage with is informed how we will use, store and protect any information (including personal data) they provide to us.

Some examples of personal data which will need to be collected, processed and stored are:

Tasks	Data collected	Reason for collecting data
Interviews	Names, contact details	To invite to interviews and to undertake the interviews
Dialogue events	Names, contact details	To invite to Dialogue events, administer incentive payments and arrange travel as necessary

All personal data will be stored in password protected electronic files until they are destroyed. Any paper records will be stored securely and then destroyed by a specialist confidential waste disposal company.

CEP's *GDPR policy, Data Retention and Disposal policy* and procedures are available on request. We also use the MRS/SRA guidelines for social research on the Data Protection Act 1998 (2013).

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).

CEP is committed to promoting sustainability. We do not hold a third party certification, but concern for the environment and promoting a broader sustainability agenda are integral to CEP's professional activities and the management of the organisation. We aim to follow and to promote good sustainability practice, to reduce the environmental impacts of all our activities and to help our clients and partners to do the same. A copy of CEP's Sustainability Policy is attached separately as requested. This policy is monitored annually against indicators and targets and actions taken accordingly to address where performance is not in line with the targets agreed by the CEP Management Team in advance.

In terms of operational sustainability, CEP's approach to incorporating sustainability within its operations is clear from our policy and the principles it contains which cover for example: the applicable legislation, regulations and codes of practice; integrating sustainability considerations into all our business decisions; ensuring all staff are fully aware of our Sustainability Policy and are committed to implementing and improving it; minimising the impact on sustainability of all office and transportation activities; make clients and suppliers aware of our Sustainability Policy, and encourage them to adopt sound sustainable management practices; and reviewing and reporting on our performance and continually striving to improve our sustainability performance. The policy is applied across all of our projects and therefore in terms of environmental management this includes assessing the environmental impact and taking operational measures to, for example, minimise the need to travel.

For this project, the impact of travel is likely to be the main source of impacts. We will minimise the need to travel by proposing conference calls for meeting where appropriate. We will use public transport for attending all physical meetings with the FSA and for the dialogue events in England and Wales, including for the participants where we are arranging travel. For the dialogue in Northern Ireland, we will investigate the options of travel by public transport and if this is practicable in terms of budget and time available.

E. DISSEMINATION AND EXPLOITATION (Science Projects Only)

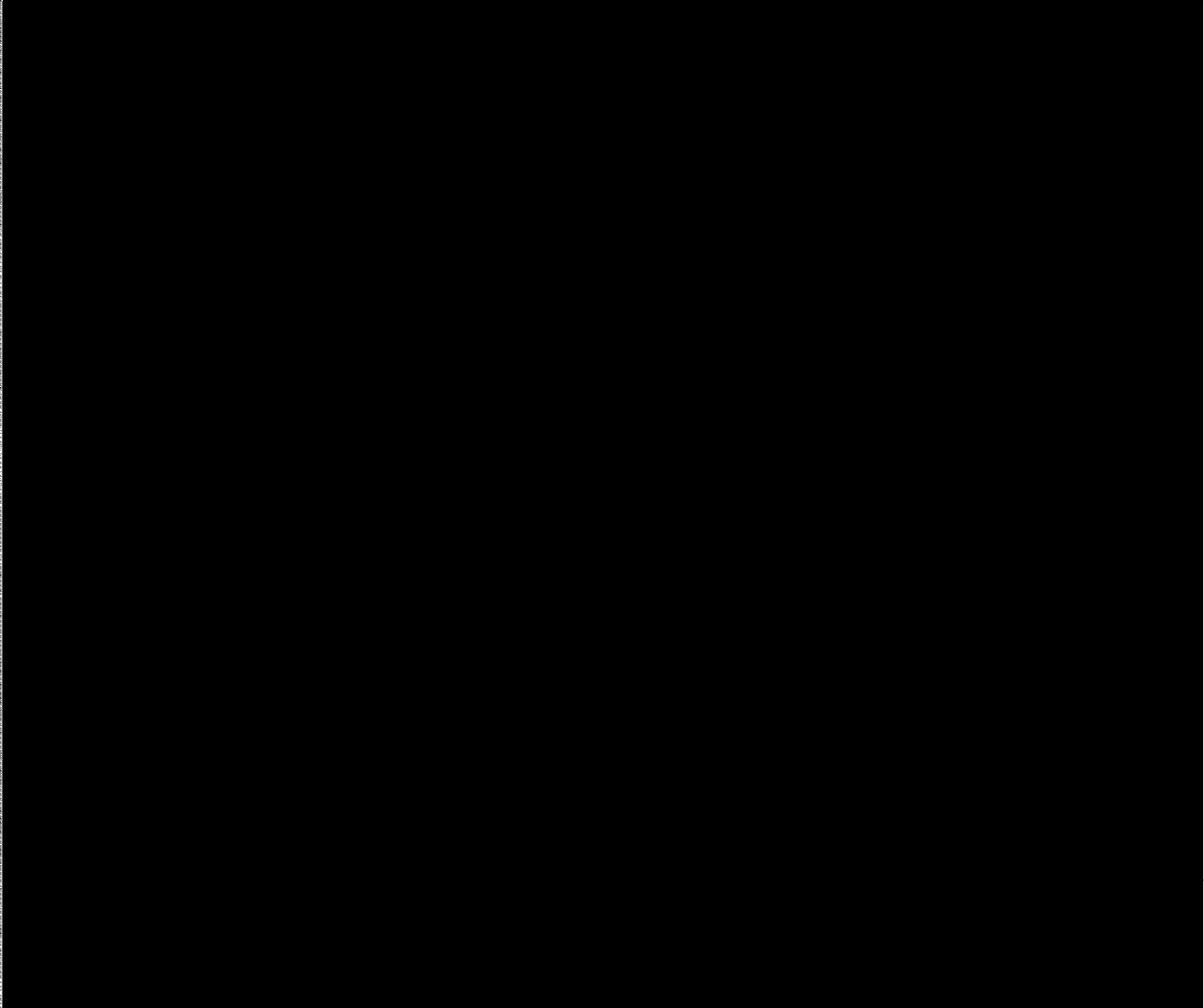
Where applicable please indicate how you intend to disseminate the results of this project, including written and verbal communication routes if appropriate. Applicants are advised to think carefully about how their research aligns with the FSA strategy, what is the impact that their research has on 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.

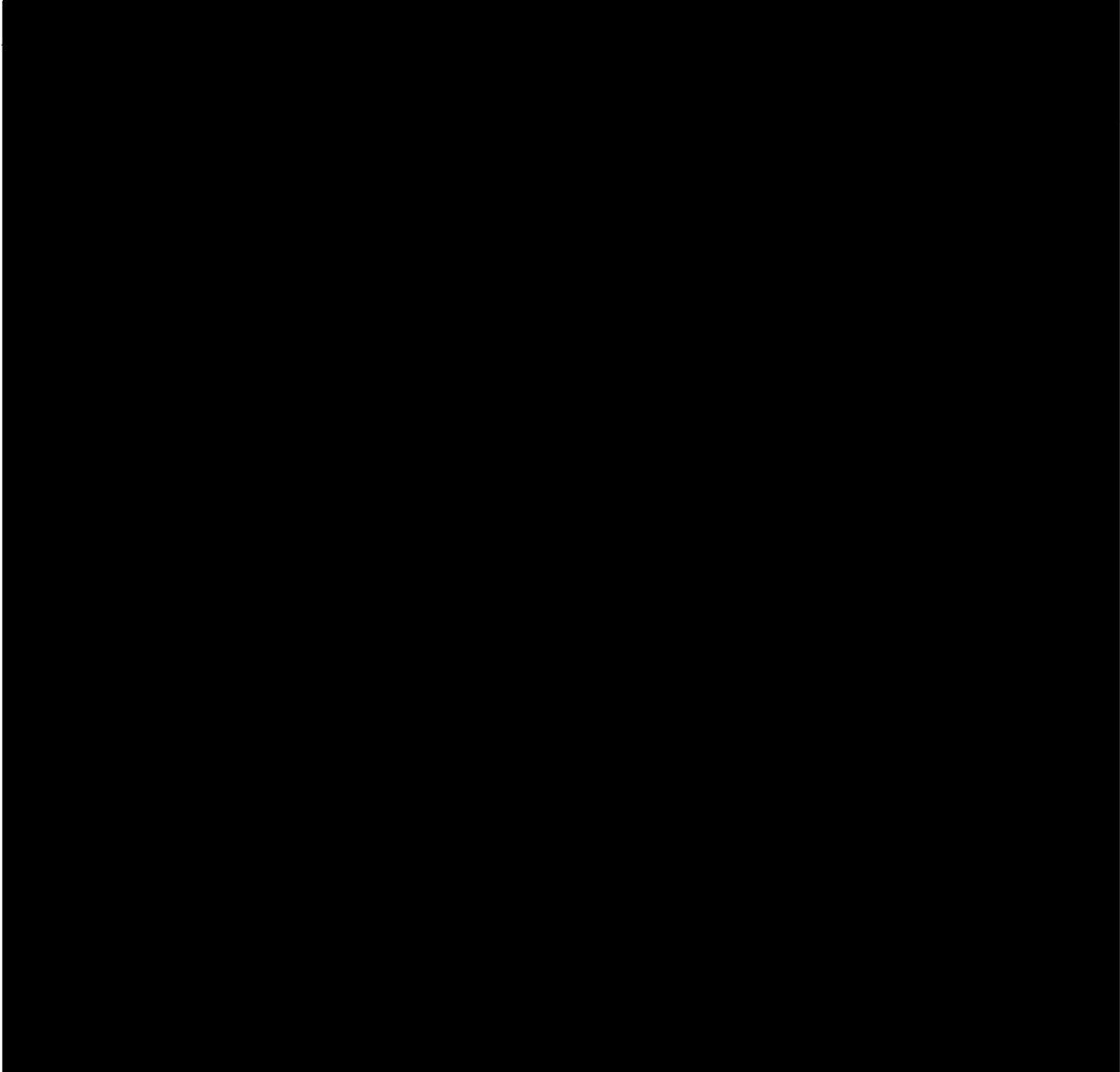
The applicant should describe plans for the dissemination of the results for the project team as a whole and for individual participants. Details should include anticipated numbers of publications in refereed journals, articles in trade journals etc., presentations or demonstrations to the scientific 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





Annex 4

Financial Proposal

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

Tender Reference	FS307028
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Tender Title	Consumer attitudes to emerging food technologies
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Full legal organisation name	Colingwood Environmental Planning Limited
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Main contact title	
Main contact forname	
Main contact surname	

Main contact position	Managing Director
Main contact email	
Main contact phone	

Will you charge the Agency VAT on this proposal?	Yes
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Please state your VAT registration number:	65728460 3
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Project Costs Summary Breakdown by Participating Organisations

Please include only the cost to the FSA.

Organisation	VAT Code*	Total (£)
<i>Colingwood Environmental Planning</i>	STD	£ 84,881.25
Total Project Costs (excluding VAT) **		£ 84,881.25

* 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	£ [REDACTED]
Overhead Costs	£ -
Consumables and Other Costs	£ -
Travel and Subsistence Costs	£ [REDACTED]
Other Costs - Part 1	£ [REDACTED]
Other Costs - Part 2	[REDACTED]
Other Costs - Part 3	[REDACTED]
Other Costs - Part 4	[REDACTED]
Other Costs - Part 5	[REDACTED]
Total Project Costs	£ 84,881.25

COST OR VOLUME DISCOUNTS - INNOVATION

The Food Standards Agency collaborates with our suppliers to improve efficiency and performance to save the taxpayer money. A tenderer should include in his tender the extent of any discounts or rebates offered against their normal day rates or other costs during each year of the contract. Please provide full details below:

[REDACTED]

lower than our fair commercial rates.

SIGNATURE
NAME
DATE
REVISION DATE

[Redacted Signature]	
[Redacted Name]	
08-Jul-2019	
	Enter the effective date if this version of the template replaces an earlier version

Staff Costs Table

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

Please insert as many lines as necessary for the individuals in the project team.

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)
Principal Investigator / Dialogue Lead	CEP		£ -		
Project Manager	CEP				
Senior Researcher / REA Lead	CEP				
Advisor	CEP associate				
Advisor	CEP associate				
Advisor / Quality Assurance	CEP				
Senior Researcher	CEP				
Researcher	CEP				

Total Labour Costs

*** Total Overhead Costs (if not shown above)**

Consumable/Equipment Costs

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

Item	Quantity	Cost/ tem (£)	Total
			£ [REDACTED]
Total Material Costs			£ [REDACTED]

Please provide, in the table below, estimates of other costs that do not fit within any other cost headings

	Description and justification of the cost	Estimated Cost
1	[REDACTED]	
2		
3		
4		
5		

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
[Redacted content]			

Updated Pricing Schedule 13.08.19

The Pricing Schedule

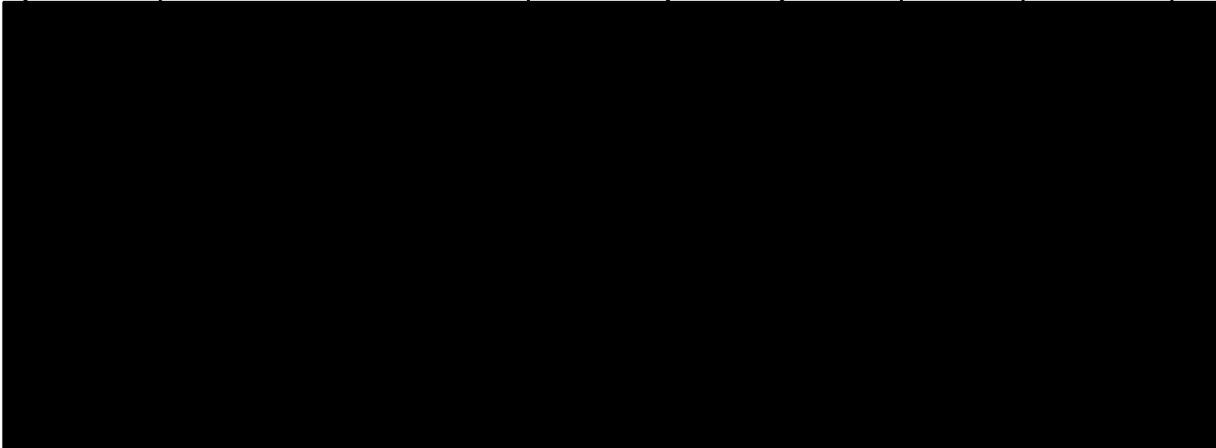
Please complete a proposed schedule of payments below, excluding VAT to be charged by any subcontractors to the project lead applicant. This must add up to the same value as detailed in the Summary of project costs to FSA including participating organisations costs.

Where differing rates of VAT apply against the deliverables please provide details on separate lines.

Please link all deliverables (singly or grouped) to each payment. Please ensure that deliverable numbers are given as well as a brief description e.g. Deliverable 01/02: interim report submitted to the FSA, monthly report, interim report, final report

Payment will be made to the Contractor, as per the schedule of payments upon satisfactory completion of the deliverables.

Proposed Project Start Date	01-Jul-2019	Amount				
Invoice Due Date	Description as to which deliverables this invoice will refer to (Please include the deliverable ref no(s) as appropriate)	*Net	** VAT Code	§ Duration from start of project (Weeks)	§ Duration from start of project (Date)	Financial Year



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

Summary of Payments

Financial Year (Update as applicable in YYYY-YY format)	Year 1	Year 2	Year 3	Year 4	Retention	Total
Total Amount	£ [REDACTED]	£ -	£ -	£ -	£ [REDACTED]	£ 84,861.25

