

SHORT FORM CONTRACT FOR THE SUPPLY OF GOODS AND/OR SERVICES

I. Cover Letter

HallMark Meat Hygiene Ltd

Wheelwrights Corner, Cossack Square
Nailsworth
England
GL6 0DD

Date: 18/12/2023

Buyer ref: FS900350 - C210688

Dear [REDACTED]

Following your tender/proposal for the 'Lot 1 – Survey Design, sample collection at retail and transportation to the testing laboratory' with respect to project 'A survey of AMR E.coli and Listeria spp. on raw, prepacked, farmed salmon fillets on retail sale in the UK', we are pleased confirm our intention to award this Contract to you.

The attached Order Form, contract Conditions and the Annexes set out the terms of the Contract between Food Standards Agency and Hallmark for the provision of the Deliverables set out in the Order Form.

We thank you for your co-operation to date, and look forward to forging a successful working relationship resulting in a smooth and successful Delivery of the Deliverables. Please confirm your acceptance of this Contract by signing and returning the Order Form to FSA Commercial within [7] days from the date of the Order Form. No other form of acknowledgement will be accepted. Please remember to include the reference number(s) above in any future communications relating to this Contract.

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

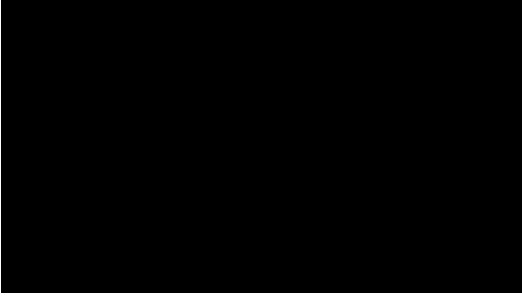
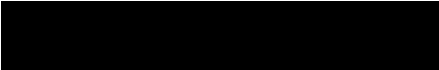
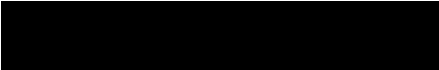
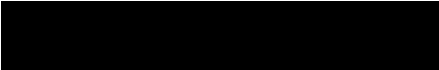
Yours faithfully,

FSA Commercial

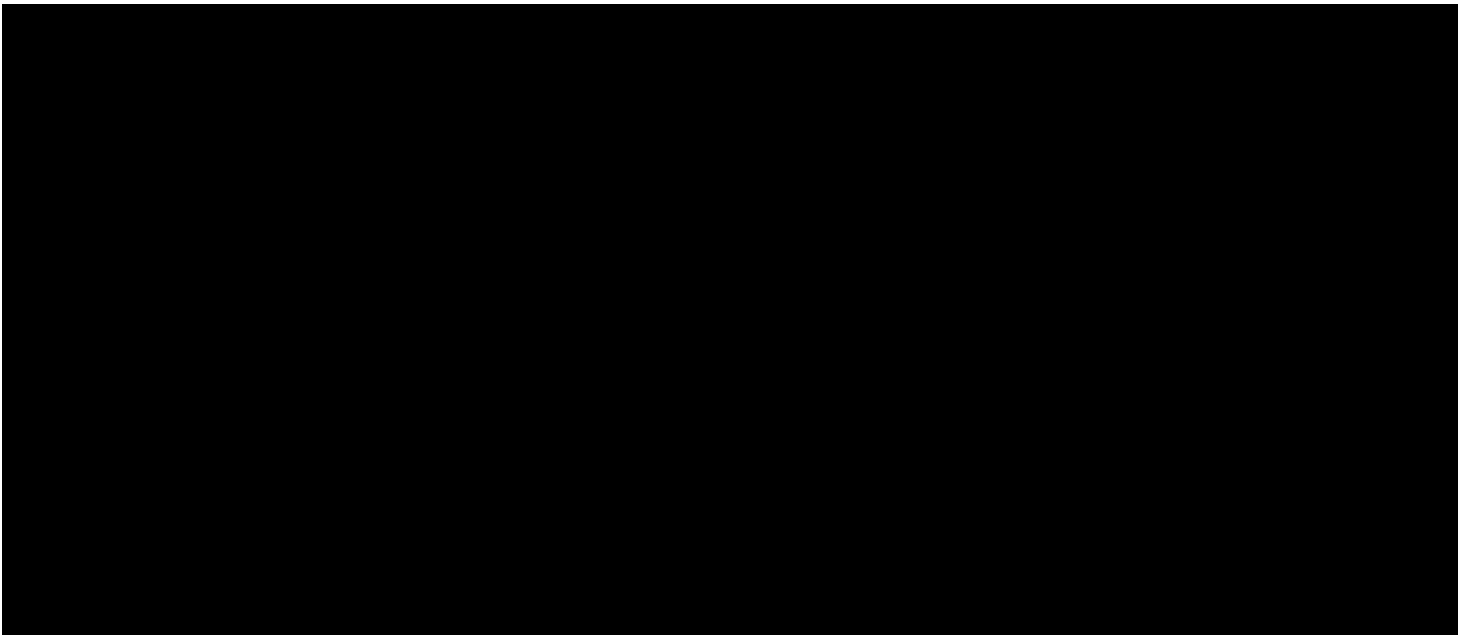
II. Order Form

1. Contract Reference	FS900350 - C210688	
2. Buyer	Food Standards Agency Foss House, Kings Pool 1-2 Peasholme Green York YO1 7PR In entering into this Contract, the Buyer is acting as part of the Crown and the Supplier shall be treated as contracting with the Crown as a whole.	
3. Supplier	HallMark Meat Hygiene Ltd Wheelwrights Corner, Cossack Square Nailsworth England GL6 0DD	
4. The Contract	This Contract between the Buyer and the Supplier is for the supply of Deliverables. The Supplier shall supply the Deliverables described below on the terms set out in this Order Form and the attached contract conditions (" Conditions ") and Annexes. Unless the context otherwise requires, capitalised expressions used in this Order Form have the same meanings as in the Conditions.	
5. Deliverables	Goods	None
	Services	in the Supplier's tender as set out in [Annex 4 – Supplier Tender]
6. Specification	The specification of the Deliverables is as set in [Annex 2 – Specification]	
7. Start Date	03/01/2024	
8. Expiry Date	03/02/2025	
9. Extension Period	The Buyer may extend the Contract for a period of up to [3 Months] by giving not less than [10 Working Days] notice in writing to the Supplier prior to the Expiry Date. The Conditions of the Contract shall apply throughout any such extended period.	
10. Buyer Cause	N/A	

11. Optional Intellectual Property Rights ("IPR") Clauses	<i>Clause 10 of the Conditions provides that each Party retains its Existing IPR, and New IPR belongs to the Buyer (with a licence granted to the Supplier for use).</i>
12. Charges	The Charges for the Deliverables shall be as set out in [Annex 3 – Charges]
13. Payment	Payment of undisputed invoices will be made within 30 days of receipt of invoice, which must be submitted promptly by the Supplier. All invoices must be sent, quoting a valid Purchase Order Number (PO Number) and any other relevant details, to: fsa.payments@food.gov.uk Within [10] Working Days of receipt of your countersigned copy of this Order Form, we will send you a unique PO Number. You must be in receipt of a valid PO Number before submitting an invoice. To avoid delay in payment it is important that the invoice is compliant and that it includes a valid PO Number, item number (if applicable) and the details (name, email, and telephone number) of your Buyer contact (i.e. Buyer Authorised Representative). Non-compliant invoices may be sent back to you, which may lead to a delay in payment.
14. Data Protection Liability Cap	In accordance with clause 12.6 of the Conditions, the Supplier's total aggregate liability under clause 14.7.5 of the Conditions is no more than the Data Protection Liability Cap, being £1 million.
15. Progress Meetings and Progress Reports	As detailed in Annex 4 – Supplier Tender
16. Buyer Authorised Representative(s)	For general liaison your contact will continue to be [REDACTED] or, in their absence, [REDACTED]

17. Supplier Authorised Representative(s)	For general liaison your contact will continue to be 														
18. Address for notices	<table border="0"> <tr> <td>Food Standards Agency</td><td>HallMark Meat Hygiene Ltd</td></tr> <tr> <td>Foss House, Kings Pool</td><td>Wheelwrights Corner, Cossack Square</td></tr> <tr> <td>1-2 Peasholme Green</td><td>Nailsworth</td></tr> <tr> <td>York</td><td>England</td></tr> <tr> <td>YO1 7PR</td><td>GL6 0DD</td></tr> <tr> <td>Attention:</td><td>Attention:</td></tr> <tr> <td>Email: fsa.commercial@food.gov.uk</td><td>Email: </td></tr> </table>	Food Standards Agency	HallMark Meat Hygiene Ltd	Foss House, Kings Pool	Wheelwrights Corner, Cossack Square	1-2 Peasholme Green	Nailsworth	York	England	YO1 7PR	GL6 0DD	Attention:	Attention:	Email: fsa.commercial@food.gov.uk	Email: 
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York	England														
YO1 7PR	GL6 0DD														
Attention:	Attention:														
Email: fsa.commercial@food.gov.uk	Email: 														
19. Key Staff	As Detailed in Annex 4 – Supplier Tender														
20. Procedures and Policies	For the purposes of the Contract the: The Buyer's additional sustainability requirements are: <u>FSA Environmental Sustainability Strategy</u>														
21. Special Terms	Special Term 1 – N/A 														
22. Incorporated Terms	The following documents are incorporated into the Contract. If there is any conflict, the following order of precedence applies: (a) The cover letter from the Buyer to the Supplier dated 18/12/2023 (b) This Order Form (c) Any Special Terms (see row 21 (Special Terms) in this Order Form) (d) Conditions (as they may be amended by [Annex 5 – Optional IPR Clauses]) (e) The following Annexes in equal order of precedence:														

	i. Annex 1 – Processing Personal Data ii. [[Annex 2 – Specification] iii. [[Annex 3 – Charges] iv. [[Annex 4 – Supplier Tender],
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III. Short form Terms (“Conditions”)

1 DEFINITIONS USED IN THE CONTRACT

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

“Affiliates”	in relation to a body corporate, any other entity which directly or indirectly Controls (in either of the senses defined in sections 450 and 1124 of the Corporation Tax Act 2010 and “ Controlled ” shall be construed accordingly), is Controlled by, or is under direct or indirect common Control of that body corporate from time to time;
“Audit”	the Buyer’s right to: (a) verify the accuracy of the Charges and any other amounts payable by the Buyer under the Contract (including proposed or actual variations to them in accordance with the Contract); (b) verify the costs of the Supplier (including the costs of all Subcontractors and any third party suppliers) in connection with the provision of the Deliverables; (c) verify the Supplier’s and each Subcontractor’s compliance with the applicable Law; (d) identify or investigate actual or suspected breach of clauses 4 to 34 (inclusive), impropriety or accounting mistakes or any breach or threatened breach of security and in these circumstances the Buyer shall have no obligation to inform the Supplier of the purpose or objective of its investigations; (e) identify or investigate any circumstances which may impact upon the financial stability of the Supplier and/or any Subcontractors or their ability to provide the Deliverables; (f) obtain such information as is necessary to fulfil the Buyer’s obligations to supply information for parliamentary, ministerial, judicial or administrative purposes including the supply of information to the Comptroller and Auditor General; (g) review any books of account and the internal contract management accounts kept by the Supplier in connection with the Contract; (h) carry out the Buyer’s internal and statutory audits and to prepare, examine and/or certify the Buyer’s annual and interim reports and accounts; (i) enable the National Audit Office to carry out an examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Buyer has used its resources;

“Beneficiary”	A Party having (or claiming to have) the benefit of an indemnity under this Contract;
“Buyer Cause”	has the meaning given to it in the Order Form;
“Buyer”	the person named as Buyer in the Order Form. Where the Buyer is a Crown Body the Supplier shall be treated as contracting with the Crown as a whole;
“Charges”	the charges for the Deliverables as specified in the Order Form;
“Claim”	any claim which it appears that the Buyer is, or may become, entitled to indemnification under this Contract;
“Conditions”	means these short form terms and conditions of contract;
“Confidential Information”	all information, whether written or oral (however recorded), provided by the disclosing Party to the receiving Party and which (a) is known by the receiving Party to be confidential; (b) is marked as or stated to be confidential; or (c) ought reasonably to be considered by the receiving Party to be confidential;
“Conflict of Interest”	a conflict between the financial or personal duties of the Supplier or the Supplier Staff and the duties owed to the Buyer under the Contract, in the reasonable opinion of the Buyer;
“Contract”	the contract between the Buyer and the Supplier which is created by the Supplier's counter signing the Order Form and includes the cover letter (if used), Order Form, these Conditions and the Annexes;
“Controller”	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;
“Crown Body”	the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Government and the Welsh Government), including, but not limited to, government ministers and government departments and particular bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;
“Data Loss Event”	any event that results, or may result, in unauthorised access to Personal Data held by the Processor under this Contract, and/or actual or potential loss and/or destruction of Personal Data in breach of this Contract, including any Personal Data Breach;

“Data Protection Impact Assessment”	an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data;
“Data Protection Legislation”	(a) the UK GDPR, (b) the DPA 2018; (c) all applicable Law about the processing of personal data and privacy and guidance issued by the Information Commissioner and other regulatory authority; and (d) (to the extent that it applies) the EU GDPR (and in the event of conflict, the UK GDPR shall apply);
“Data Protection Liability Cap”	has the meaning given to it in row 14 of the Order Form;
“Data Protection Officer”	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;
“Data Subject Access Request”	a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;
“Data Subject”	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;
“Deliver”	hand over of the Deliverables to the Buyer at the address and on the date specified in the Order Form, which shall include unloading and stacking and any other specific arrangements agreed in accordance with clause 4.2. “Delivered” and “Delivery” shall be construed accordingly;
“Deliverables”	means the Goods, Services, and/or software to be supplied under the Contract as set out in the Order Form;
“DPA 2018”	the Data Protection Act 2018;
“EU GDPR”	Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation) as it has effect in EU law;
“Existing IPR”	any and all intellectual property rights that are owned by or licensed to either Party and which have been developed independently of the Contract (whether prior to the date of the Contract or otherwise);
“Expiry Date”	the date for expiry of the Contract as set out in the Order Form;

“FOIA”	the Freedom of Information Act 2000 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation;
“Force Majeure Event”	any event, circumstance, matter or cause affecting the performance by either the Buyer or the Supplier of its obligations arising from: (a) acts, events, omissions, happenings or non-happenings beyond the reasonable control of the Party seeking to claim relief in respect of a Force Majeure Event (the “Affected Party”) which prevent or materially delay the Affected Party from performing its obligations under the Contract; (b) riots, civil commotion, war or armed conflict, acts of terrorism, nuclear, biological or chemical warfare; (c) acts of a Crown Body, local government or regulatory bodies; (d) fire, flood or any disaster; or (e) an industrial dispute affecting a third party for which a substitute third party is not reasonably available but excluding: (a) any industrial dispute relating to the Supplier, the Supplier Staff (including any subsets of them) or any other failure in the Supplier or the Subcontractor's supply chain; (b) any event, occurrence, circumstance, matter or cause which is attributable to the wilful act, neglect or failure to take reasonable precautions against it by the Party concerned; and (c) any failure of delay caused by a lack of funds, and which is not attributable to any wilful act, neglect or failure to take reasonable preventative action by that Party;
“Good Industry Practice”	standards, practices, methods and procedures conforming to the Law and the exercise of the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged within the relevant industry or business sector;
“Goods”	the goods to be supplied by the Supplier to the Buyer under the Contract;
“Government Data”	(a) the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, including any of the Buyer's confidential information, and which: (i) are supplied to the Supplier by or on behalf of the Buyer; or

	(ii) the Supplier is required to generate, process, store or transmit pursuant to the Contract; or (b) any Personal Data for which the Buyer is the Controller;
“Indemnifier”	a Party from whom an indemnity is sought under this Contract;
“Independent Controller”	a party which is Controller of the same Personal Data as the other Party and there is no element of joint control with regards to that Personal Data;
“Information Commissioner”	the UK's independent authority which deals with ensuring information relating to rights in the public interest and data privacy for individuals is met, whilst promoting openness by public bodies;
“Insolvency Event”	in respect of a person: (a) if that person is insolvent; (b) where that person is a company, LLP or a partnership, if an order is made or a resolution is passed for the winding up of the person (other than voluntarily for the purpose of solvent amalgamation or reconstruction); (c) if an administrator or administrative receiver is appointed in respect of the whole or any part of the person's assets or business; (d) if the person makes any composition with its creditors; or (e) takes or suffers any similar or analogous action to any of the actions detailed in this definition as a result of debt in any jurisdiction;
“IP Completion Day”	has the meaning given to it in the European Union (Withdrawal Agreement) Act 2020;
“Joint Controller Agreement”	the agreement (if any) entered into between the Buyer and the Supplier substantially in the form set out in Part B Joint Controller Agreement (<i>Optional</i>) of Annex 1 – Processing Personal Data;
“Joint Controllers”	Where two or more Controllers jointly determine the purposes and means of processing;
“Key Staff”	any persons specified as such in the Order Form or otherwise notified as such by the Buyer to the Supplier in writing, following agreement to the same by the Supplier;
“Law”	any law, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, bye-law, right within the meaning of the European Union (Withdrawal) Act 2018 as amended by European Union (Withdrawal Agreement) Act 2020, regulation, order, regulatory policy, mandatory guidance or code of

	practice, judgment of a relevant court of law, or directives or requirements of any regulatory body with which the Supplier is bound to comply;
“Material Breach”	a single serious breach or a number of breaches or repeated breaches (whether of the same or different obligations and regardless of whether such breaches are remedied)
“National Insurance”	contributions required by the Social Security Contributions and Benefits Act 1992 and made in accordance with the Social Security (Contributions) Regulations 2001 (SI 2001/1004);
“New IPR Items”	means a deliverable, document, product or other item within which New IPR subsists;
“New IPR”	all and intellectual property rights in any materials created or developed by or on behalf of the Supplier pursuant to the Contract but shall not include the Supplier's Existing IPR;
“Open Licence”	means any material that is published for use, with rights to access and modify, by any person for free, under a generally recognised open licence including Open Government Licence as set out at http://www.nationalarchives.gov.uk/doc/open-government-licence/version/3/ as updated from time to time and the Open Standards Principles documented at https://www.gov.uk/government/publications/open-standards-principles/open-standards-principles as updated from time to time;
“Order Form”	the order form signed by the Buyer and the Supplier printed above these Conditions;
“Party”	the Supplier or the Buyer (as appropriate) and “Parties” shall mean both of them;
“Personal Data Breach”	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires and includes any breach of Data Protection Legislation relevant to Personal Data processed pursuant to the Contract;
“Personal Data”	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;
“Prescribed Person”	a legal adviser, an MP or an appropriate body which a whistle-blower may make a disclosure to as detailed in ‘Whistleblowing: list of prescribed people and bodies’, 24 November 2016, available online at: https://www.gov.uk/government/publications/blowing-the-whistle-list-of-prescribed-people-and-bodies--2/whistleblowing-list-of-prescribed-people-and-bodies as updated from time to time;

“Processor Personnel”	all directors, officers, employees, agents, consultants and suppliers of the Processor and/or of any Subprocessor engaged in the performance of its obligations under the Contract;
“Processor”	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;
“Protective Measures”	technical and organisational measures which must take account of: (a) the nature of the data to be protected; (b) harm that might result from Data Loss Event; (c) state of technological development; (d) the cost of implementing any measures; including pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it;
“Purchase Order Number” or “PO Number”	the Buyer’s unique number relating to the order for Deliverables to be supplied by the Supplier to the Buyer in accordance with the Contract;
“Rectification Plan”	the Supplier’s plan (or revised plan) to rectify its Material Breach which shall include: (a) full details of the Material Breach that has occurred, including a root cause analysis; (b) the actual or anticipated effect of the Material Breach; and (c) the steps which the Supplier proposes to take to rectify the Material Breach (if applicable) and to prevent such Material Breach from recurring, including timescales for such steps and for the rectification of the Material Breach (where applicable);
“Regulations”	the Public Contracts Regulations 2015 and/or the Public Contracts (Scotland) Regulations 2015 (as the context requires) as amended from time to time;
“Request For Information”	has the meaning set out in the FOIA or the Environmental Information Regulations 2004 as relevant (where the meaning set out for the term “request” shall apply);
“Services”	the services to be supplied by the Supplier to the Buyer under the Contract;
“Specification”	the specification for the Deliverables to be supplied by the Supplier to the Buyer (including as to quantity, description and quality) as specified in the Order Form;

“Staff Vetting Procedures”	vetting procedures that accord with Good Industry Practice or, where applicable, the Buyer’s procedures or policies for the vetting of personnel as specified in the Order Form or provided to the Supplier in writing following agreement to the same by the Supplier from time to time;
“Start Date”	the start date of the Contract set out in the Order Form;
“Sub-Contract”	any contract or agreement (or proposed contract or agreement), other than the Contract, pursuant to which a third party: (a) provides the Deliverables (or any part of them); (b) provides facilities or services necessary for the provision of the Deliverables (or any part of them); and/or (c) is responsible for the management, direction or control of the provision of the Deliverables (or any part of them);
“Subcontractor”	any person other than the Supplier, who is a party to a Sub-Contract and the servants or agents of that person;
“Subprocessor”	any third party appointed to process Personal Data on behalf of the Processor related to the Contract;
“Supplier Staff”	all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any Subcontractor of the Supplier engaged in the performance of the Supplier’s obligations under the Contract;
“Supplier”	the person named as Supplier in the Order Form;
“Term”	the period from the Start Date to the Expiry Date as such period may be extended in accordance with clause 11.2 or terminated in accordance with the Contract;
“Third Party IPR”	intellectual property rights owned by a third party which is or will be used by the Supplier for the purpose of providing the Deliverables;
“Transparency Information”	In relation to Contracts with a value above the relevant threshold set out in Part 2 of the Regulations only, the content of the Contract, including any changes to this Contract agreed from time to time, as well as any information relating to the Deliverables and performance pursuant to the Contract required to be published by the Buyer to comply with its transparency obligations, including those set out in Public Procurement Policy Note 09/21 (update to legal and policy requirements to publish procurement information on Contracts Finder) (https://www.gov.uk/government/publications/ppn-0921-requirements-to-publish-on-contracts-finder) as updated from time to time and Public Procurement Policy Note 01/17 (update to transparency principles) where applicable (https://www.gov.uk/government/publications/procurement-policy-note-0117-update-to-transparency-principles) as updated from time to time except for:

	(a) any information which is exempt from disclosure in accordance with the provisions of the FOIA, which shall be determined by the Buyer; and (b) Confidential Information;
“UK GDPR”	has the meaning as set out in section 3(10) of the DPA 2018, supplemented by section 205(4);
“VAT”	value added tax in accordance with the provisions of the Value Added Tax Act 1994;
“Worker”	any one of the Supplier Staff which the Buyer, in its reasonable opinion, considers is an individual to which Procurement Policy Note 08/15 (Tax Arrangements of Public Appointees) (https://www.gov.uk/government/publications/procurement-policy-note-0815-tax-arrangements-of-appointees) as updated from time to time applies in respect of the Deliverables; and
“Working Day”	a day (other than a Saturday or Sunday) on which banks are open for business in the City of London.

2 UNDERSTANDING THE CONTRACT

2.1 In the Contract, unless the context otherwise requires:

- 2.1.1 references to numbered clauses are references to the relevant clause in these Conditions;
- 2.1.2 any obligation on any Party not to do or omit to do anything shall include an obligation not to allow that thing to be done or omitted to be done;
- 2.1.3 references to “writing” include printing, display on a screen and electronic transmission and other modes of representing or reproducing words in a visible form;
- 2.1.4 a reference to any Law includes a reference to that Law as amended, extended, consolidated, replaced or re-enacted from time to time (including as a consequence of the Retained EU Law (Revocation and Reform) Act) and to any legislation or byelaw made under that Law;
- 2.1.5 the word “including”, “for example” and similar words shall be understood as if they were immediately followed by the words “without limitation”;

- 2.1.6 any reference which, immediately before IP Completion Day (or such later date when relevant EU law ceases to have effect pursuant to section 1A of the European Union (Withdrawal) Act 2018), is a reference to (as it has effect from time to time) any EU regulation, EU decision, EU tertiary legislation or provision of the EEA agreement (“**EU References**”) which is to form part of domestic law by application of section 3 of the European Union (Withdrawal) Act 2018 and which shall be read on and after IP Completion Day as a reference to the EU References as they form part of domestic law by virtue of section 3 of the European Union (Withdrawal) Act 2018 as modified by domestic law from time to time.

3 HOW THE CONTRACT WORKS

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

4 WHAT NEEDS TO BE DELIVERED

4.1 All Deliverables

- 4.1.1 The Supplier must provide Deliverables:
- 4.1.1.1 in accordance with the Specification, the tender in [Annex 4 – Supplier Tender (where applicable) and the Contract;
 - 4.1.1.2 using reasonable skill and care;
 - 4.1.1.3 using Good Industry Practice;
 - 4.1.1.4 using its own policies, processes and internal quality control measures as long as they don't conflict with the Contract;
 - 4.1.1.5 on the dates agreed; and
 - 4.1.1.6 that comply with all Law.
- 4.1.2 The Supplier must provide Deliverables with a warranty of at least 90 days (or longer where the Supplier offers a longer warranty period to its Buyers) from Delivery against all obvious defects.

4.2 Goods clauses

- 4.2.1 All Goods delivered must be new, or as new if recycled, unused and of recent origin.
- 4.2.2 The Supplier transfers ownership of the Goods on completion of Delivery or payment for those Goods, whichever is earlier.

- 4.2.3 Risk in the Goods transfers to the Buyer on Delivery, but remains with the Supplier if the Buyer notices damage following Delivery and lets the Supplier know within 3 Working Days of Delivery.
- 4.2.4 The Supplier warrants that it has full and unrestricted ownership of the Goods at the time of transfer of ownership.
- 4.2.5 The Supplier must Deliver the Goods on the date and to the location specified in the Order Form, during the Buyer's working hours (unless otherwise specified in the Order Form).
- 4.2.6 The Supplier must provide sufficient packaging for the Goods to reach the point of Delivery safely and undamaged.
- 4.2.7 All deliveries must have a delivery note attached that specifies the order number, type and quantity of Goods.
- 4.2.8 The Supplier must provide all tools, information and instructions the Buyer needs to make use of the Goods.
- 4.2.9 The Supplier will notify the Buyer of any request that Goods are returned to it or the manufacturer after the discovery of safety issues or defects that might endanger health or hinder performance and shall indemnify the Buyer against the costs arising as a result of any such request.
- 4.2.10 The Buyer can cancel any order or part order of Goods which has not been Delivered. If the Buyer gives less than 14 days' notice then it will pay the Supplier's reasonable and proven costs already incurred on the cancelled order as long as the Supplier takes all reasonable endeavours to minimise these costs.
- 4.2.11 The Supplier must at its own cost repair, replace, refund or substitute (at the Buyer's option and request) any Goods that the Buyer rejects because they don't conform with clause 4.2. If the Supplier doesn't do this it will pay the Buyer's costs including repair or re-supply by a third party.
- 4.2.12 The Buyer will not be liable for any actions, claims, costs and expenses incurred by the Supplier or any third party during Delivery of the Goods unless and to the extent that it is caused by negligence or other wrongful act of the Buyer or its servant or agent. If the Buyer suffers or incurs any damage or injury (whether fatal or otherwise) occurring in the course of Delivery or installation then the Supplier shall indemnify the Buyer from any losses, charges, costs or expenses which arise as a result of or in connection with such damage or injury where it is attributable to any act or omission of the Supplier or any of its Subcontractors or Supplier Staff.

4.3 Services clauses

- 4.3.1 Late Delivery of the Services will be a default of the Contract.
- 4.3.2 The Supplier must co-operate with the Buyer and third party suppliers on all aspects connected with the delivery of the Services and ensure that Supplier Staff comply with any reasonable instructions including the security requirements (where any such requirements have been provided).

- 4.3.3 The Buyer must provide the Supplier with reasonable access to its premises at reasonable times for the purpose of supplying the Services
- 4.3.4 The Supplier must at its own risk and expense provide all equipment required to deliver the Services. Any equipment provided by the Buyer to the Supplier for supplying the Services remains the property of the Buyer and is to be returned to the Buyer on expiry or termination of the Contract.
- 4.3.5 The Supplier must allocate sufficient resources and appropriate expertise to the Contract.
- 4.3.6 The Supplier must take all reasonable care to ensure performance does not disrupt the Buyer's operations, employees or other contractors.
- 4.3.7 On completion of the Services, the Supplier is responsible for leaving the Buyer's premises in a clean, safe and tidy condition and making good any damage that it has caused to the Buyer's premises or property, other than fair wear and tear.
- 4.3.8 The Supplier must ensure all Services, and anything used to deliver the Services, are of good quality and free from defects.
- 4.3.9 The Buyer is entitled to withhold payment for partially or undelivered Services, but doing so does not stop it from using its other rights under the Contract.

5 PRICING AND PAYMENTS

- 5.1 In exchange for the Deliverables, the Supplier must invoice the Buyer for the charges in the Order Form.
- 5.2 All Charges:
 - 5.2.1 exclude VAT, which is payable on provision of a valid VAT invoice; and
 - 5.2.2 include all costs and expenses connected with the supply of Deliverables.
- 5.3 The Buyer must pay the Supplier the charges within 30 days of receipt by the Buyer of a valid, undisputed invoice, in cleared funds to the Supplier's account stated in the invoice or in the Order Form.
- 5.4 A Supplier invoice is only valid if it:
 - 5.4.1 includes all appropriate references including the Purchase Order Number and other details reasonably requested by the Buyer; and
 - 5.4.2 includes a detailed breakdown of Deliverables which have been delivered.
- 5.5 If there is a dispute between the Parties as to the amount invoiced, the Buyer shall pay the undisputed amount. The Supplier shall not suspend the provision of the Deliverables unless the Supplier is entitled to terminate the Contract for a failure to pay undisputed sums in accordance with clause 11.6. Any disputed amounts shall be resolved through the dispute resolution procedure detailed in clause 36.
- 5.6 The Buyer may retain or set-off payment of any amount owed to it by the Supplier under this Contract or any other agreement between the Supplier and the Buyer if notice and reasons are provided.

- 5.7 The Supplier must ensure that all Subcontractors are paid, in full, within 30 days of receipt of a valid, undisputed invoice. If this doesn't happen, the Buyer can publish the details of the late payment or non-payment.

6 THE BUYER'S OBLIGATIONS TO THE SUPPLIER

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

7 RECORD KEEPING AND REPORTING

- 7.1 The Supplier must ensure that suitably qualified representatives attend progress meetings with the Buyer and provide progress reports when specified in the Order Form.
- 7.2 The Supplier must keep and maintain full and accurate records and accounts on everything to do with the Contract for 7 years after the date of expiry or termination of the Contract and in accordance with the UK GDPR or the EU GDPR as the context requires.
- 7.3 The Supplier must allow any auditor appointed by the Buyer access to its premises to verify all contract accounts and records of everything to do with the Contract and provide copies for the Audit.
- 7.4 The Buyer or an auditor can Audit the Supplier.
- 7.5 During an Audit, the Supplier must provide information to the auditor and reasonable co-operation at their request.
- 7.6 The Parties will bear their own costs when an Audit is undertaken unless the Audit identifies a Material Breach by the Supplier, in which case the Supplier will repay the Buyer's reasonable costs in connection with the Audit.
- 7.7 If the Supplier is not providing any of the Deliverables, or is unable to provide them, it must immediately:
- 7.7.1 tell the Buyer and give reasons;
 - 7.7.2 propose corrective action; and
 - 7.7.3 provide a deadline for completing the corrective action.

- 7.8 If the Buyer, acting reasonably, is concerned as to the financial stability of the Supplier such that it may impact on the continued performance of the Contract then the Buyer may:
- 7.8.1 require that the Supplier provide to the Buyer (for its approval) a plan setting out how the Supplier will ensure continued performance of the Contract and the Supplier will make changes to such plan as reasonably required by the Buyer and once it is agreed then the Supplier shall act in accordance with such plan and report to the Buyer on demand; and
 - 7.8.2 if the Supplier fails to provide a plan or fails to agree any changes which are requested by the Buyer or fails to implement or provide updates on progress with the plan, terminate the Contract immediately for Material Breach (or on such date as the Buyer notifies) and the consequences of termination in Clause 11.5.1 shall apply.
- 7.9 If there is a Material Breach, the Supplier must notify the Buyer within 3 Working Days of the Supplier becoming aware of the Material Breach. The Buyer may request that the Supplier provide a Rectification Plan within 10 Working Days of the Buyer's request alongside any additional documentation that the Buyer requires. Once such Rectification Plan is agreed between the Parties (without the Buyer limiting its rights) the Supplier must immediately start work on the actions in the Rectification Plan at its own cost.

8 SUPPLIER STAFF

- 8.1 The Supplier Staff involved in the performance of the Contract must:
- 8.1.1 be appropriately trained and qualified;
 - 8.1.2 be vetted in accordance with the Staff Vetting Procedures; and
 - 8.1.3 comply with all conduct requirements when on the Buyer's premises.
- 8.2 Where the Buyer decides one of the Supplier's Staff isn't suitable to work on the Contract, the Supplier must replace them with a suitably qualified alternative.
- 8.3 The Supplier must provide a list of Supplier Staff needing to access the Buyer's premises and say why access is required.
- 8.4 The Supplier indemnifies the Buyer against all claims brought by any person employed or engaged by the Supplier caused by an act or omission of the Supplier or any Supplier Staff.
- 8.5 The Buyer indemnifies the Supplier against all claims brought by any person employed or engaged by the Buyer caused by an act or omission of the Buyer or any of the Buyer's employees, agents, consultants and contractors.
- 8.6 The Supplier shall use those persons nominated (if any) as Key Staff in the Order Form or otherwise notified as such by the Buyer to the Supplier in writing, following agreement to the same by the Supplier to provide the Deliverables and shall not remove or replace any of them unless:
- 8.6.1 requested to do so by the Buyer or the Buyer approves such removal or replacement (not to be unreasonably withheld or delayed);
 - 8.6.2 the person concerned resigns, retires or dies or is on parental or long-term sick leave; or

8.6.3 the person's employment or contractual arrangement with the Supplier or any Subcontractor is terminated for material breach of contract by the employee.

8.7 The Supplier shall ensure that no person who discloses that they have a conviction that is relevant to the nature of the Contract, relevant to the work of the Buyer, or is of a type otherwise advised by the Buyer (each such conviction a “**Relevant Conviction**”), or is found by the Supplier to have a Relevant Conviction (whether as a result of a police check, a disclosure and barring service check or otherwise) is employed or engaged in the provision of any part of the Deliverables.

9 RIGHTS AND PROTECTION

9.1 The Supplier warrants and represents that:

- 9.1.1 it has full capacity and authority to enter into and to perform the Contract;
- 9.1.2 the Contract is entered into by its authorised representative;
- 9.1.3 it is a legally valid and existing organisation incorporated in the place it was formed;
- 9.1.4 there are no known legal or regulatory actions or investigations before any court, administrative body or arbitration tribunal pending or threatened against it or its affiliates that might affect its ability to perform the Contract;
- 9.1.5 all necessary rights, authorisations, licences and consents (including in relation to IPRs) are in place to enable the Supplier to perform its obligations under the Contract and the Buyer to receive the Deliverables;
- 9.1.6 it doesn't have any contractual obligations which are likely to have a material adverse effect on its ability to perform the Contract; and
- 9.1.7 it is not impacted by an Insolvency Event.

9.2 The warranties and representations in clause 3.3 and clause 9.1 are repeated each time the Supplier provides Deliverables under the Contract.

9.3 The Supplier indemnifies the Buyer against each of the following:

- 9.3.1 wilful misconduct of the Supplier, any of its Subcontractor and/or Supplier Staff that impacts the Contract; and
- 9.3.2 non-payment by the Supplier of any tax or National Insurance.

9.4 If the Supplier becomes aware of a representation or warranty made in relation to the Contract that becomes untrue or misleading, it must immediately notify the Buyer.

9.5 All third party warranties and indemnities covering the Deliverables must be assigned for the Buyer's benefit by the Supplier for free.

10 INTELLECTUAL PROPERTY RIGHTS (“IPRS”)

10.1 Each Party keeps ownership of its own Existing IPRs. The Supplier gives the Buyer a non-exclusive, perpetual, royalty-free, irrevocable, transferable, sub-licensable worldwide licence to use, copy and adapt the Supplier's Existing IPR to enable the Buyer and its sub-licensees to both:

- 10.1.1 receive and use the Deliverables; and

10.1.2 use the New IPR.

The termination or expiry of the Contract does not terminate any licence granted under this clause 10.

- 10.2 Any New IPR created under the Contract is owned by the Buyer. The Buyer gives the Supplier a royalty-free, non-exclusive, non-transferable licence to use, copy, and adapt any Existing IPRs and the New IPR which the Supplier reasonably requires for the purpose of fulfilling its obligations during the Term and commercially exploiting the New IPR developed under the Contract. This licence is sub-licensable to a Subcontractor for the purpose of enabling the Supplier to fulfil its obligations under the Contract, and in that case the Subcontractor must enter into a confidentiality undertaking with the Supplier on the same terms as set out in clause 15 (What you must keep confidential).
- 10.3 Unless otherwise agreed in writing, the Supplier and the Buyer will record any New IPR and keep this record updated throughout the Term.
- 10.4 Where a Party acquires ownership of intellectual property rights incorrectly under this Contract, it must do everything reasonably necessary to complete a transfer assigning them in writing to the other Party on request and at its own cost.
- 10.5 Neither Party has the right to use the other Party's intellectual property rights, including any use of the other Party's names, logos or trademarks, except as provided in this clause 10 or otherwise agreed in writing.
- 10.6 If any claim is made against the Buyer for actual or alleged infringement of a third party's intellectual property arising out of, or in connection with, the supply or use of the Deliverables (an "**IPR Claim**"), then the Supplier indemnifies the Buyer against all losses, damages, costs or expenses (including professional fees and fines) incurred as a result of the IPR Claim.
- 10.7 If an IPR Claim is made or anticipated, the Supplier must at its own option and expense, either:
- 10.7.1 obtain for the Buyer the rights in clause 10.1 without infringing any third party intellectual property rights; and
 - 10.7.2 replace or modify the relevant item with substitutes that don't infringe intellectual property rights without adversely affecting the functionality or performance of the Deliverables.
 - 10.7.3 If the Supplier is not able to resolve the IPR Claim to the Buyer's reasonable satisfaction within a reasonable time, the Buyer may give written notice that it terminates the Contract from the date set out in the notice, or where no date is given in the notice, the date of the notice. On termination, the consequences of termination in clauses 11.5.1 shall apply.
- 10.8 The Supplier shall not use in the Delivery of the Deliverables any Third Party IPR unless:
- 10.8.1 the Buyer gives its approval to do so; and
 - 10.8.2 one of the following conditions applies:
 - 10.8.2.1 the owner or an authorised licensor of the relevant Third Party IPR has granted the Buyer a direct licence that provides the Buyer with the rights in clause 10.1; or

- 10.8.2.2 if the Supplier cannot, after commercially reasonable endeavours, obtain for the Buyer a direct licence to the Third Party IPR as set out in clause 10.8.2.1:
- (a) the Supplier provides the Buyer with details of the licence terms it can obtain and the identity of those licensors;
 - (b) the Buyer agrees to those licence terms; and
 - (c) the owner or authorised licensor of the Third Party IPR grants a direct licence to the Buyer on those terms; or
- 10.8.2.3 the Buyer approves in writing, with reference to the acts authorised and the specific intellectual property rights involved.

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

11 ENDING THE CONTRACT

- 11.1 The Contract takes effect on the Start Date and ends on the earlier of the Expiry Date or termination of the Contract, or earlier if required by Law.
- 11.2 The Buyer can extend the Contract where set out in the Order Form in accordance with the terms in the Order Form.
- 11.3 Ending the Contract without a reason**
- 11.3.1 The Buyer has the right to terminate the Contract at any time without reason or liability by giving the Supplier not less than 90 days' written notice, and if it's terminated clause 11.6.2 applies.

11.4 When the Buyer can end the Contract

- 11.4.1 If any of the following events happen, the Buyer has the right to immediately terminate its Contract by issuing a termination notice in writing to the Supplier and the consequences of termination in Clause 11.5.1 shall apply:
- 11.4.1.1 there's a Supplier Insolvency Event;
 - 11.4.1.2 the Supplier is in Material Breach of the Contract;
 - 11.4.1.3 there's a change of control (within the meaning of section 450 of the Corporation Tax Act 2010) of the Supplier which isn't pre-approved by the Buyer in writing;
 - 11.4.1.4 the Buyer discovers that the Supplier was in one of the situations in 57 (1) or 57(2) of the Regulations at the time the Contract was awarded;
 - 11.4.1.5 the Supplier or its affiliates embarrass or bring the Buyer into disrepute or diminish the public trust in them; or

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

11.4.2 If any of the events in 73(1) (a) or (b) of the Regulations happen, the Buyer has the right to immediately terminate the Contract and clauses 11.5.1.2 to 11.5.1.7 apply.

11.5 What happens if the Contract ends

11.5.1 Where the Buyer terminates the Contract under clause 10.9, 11.4, 7.8.2, 28.4.2, or Paragraph 8 of Part B Joint Controller Agreement (*Optional*) of Annex 1 – Processing Personal Data (if used), all of the following apply:

- 11.5.1.1 the Supplier is responsible for the Buyer's reasonable costs of procuring replacement Deliverables for the rest of the term of the Contract;
- 11.5.1.2 the Buyer's payment obligations under the terminated Contract stop immediately;
- 11.5.1.3 accumulated rights of the Parties are not affected;
- 11.5.1.4 the Supplier must promptly delete or return the Government Data except where required to retain copies by Law;
- 11.5.1.5 the Supplier must promptly return any of the Buyer's property provided under the Contract;
- 11.5.1.6 the Supplier must, at no cost to the Buyer, give all reasonable assistance to the Buyer and any incoming supplier and co-operate fully in the handover and re-procurement; and
- 11.5.1.7 the Supplier must repay to the Buyer all the Charges that it has been paid in advance for Deliverables that it has not provided as at the date of termination or expiry.

11.5.2 The following clauses survive the expiry or termination of the Contract: 1, 4.2.9, 5, 7, 8.4, 10, 11.5, 12, 14, 15, 16, 18, 19, 32.2.2, 36 and 37 and any clauses which are expressly or by implication intended to continue.

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

11.6.1 The Supplier can issue a reminder notice if the Buyer does not pay an undisputed invoice on time. The Supplier can terminate the Contract if the Buyer fails to pay an undisputed invoiced sum due and worth over 10% of the total Contract value or £1,000, whichever is the lower, within 30 days of the date of the reminder notice.

11.6.2 Where the Buyer terminates the Contract in accordance with clause 11.3 or the Supplier terminates the Contract under clause 11.6 or 23.4:

- 11.6.2.1 the Buyer must promptly pay all outstanding charges incurred by the Supplier;

11.6.2.2 the Buyer must pay the Supplier reasonable committed and unavoidable losses as long as the Supplier provides a fully itemised and costed schedule with evidence - the maximum value of this payment is limited to the total sum payable to the Supplier if the Contract had not been terminated; and

11.6.2.3 clauses 11.5.1.2 to 11.5.1.7 apply.

11.6.3 The Supplier also has the right to terminate the Contract in accordance with Clauses 20.3 and 23.4.

11.7 Partially ending and suspending the Contract

11.7.1 Where the Buyer has the right to terminate the Contract it can terminate or suspend (for any period), all or part of it. If the Buyer suspends the Contract it can provide the Deliverables itself or buy them from a third party.

11.7.2 The Buyer can only partially terminate or suspend the Contract if the remaining parts of it can still be used to effectively deliver the intended purpose.

11.7.3 The Parties must agree (in accordance with clause 25) any necessary variation required by clause 11.7, but the Supplier may not either:

11.7.3.1 reject the variation; or

11.7.3.2 increase the Charges, except where the right to partial termination is under clause 11.3.

11.7.4 The Buyer can still use other rights available, or subsequently available to it if it acts on its rights under clause 11.7.

12 HOW MUCH YOU CAN BE HELD RESPONSIBLE FOR

12.1 Each Party's total aggregate liability under or in connection with the Contract (whether in tort, contract or otherwise) is no more than 125% of the Charges paid or payable to the Supplier.

12.2 No Party is liable to the other for:

12.2.1 any indirect losses; and/or

12.2.2 loss of profits, turnover, savings, business opportunities or damage to goodwill (in each case whether direct or indirect).

12.3 In spite of clause 12.1, neither Party limits or excludes any of the following:

12.3.1 its liability for death or personal injury caused by its negligence, or that of its employees, agents or Subcontractors;

12.3.2 its liability for bribery or fraud or fraudulent misrepresentation by it or its employees; or

12.3.3 any liability that cannot be excluded or limited by Law.

12.4 In spite of clause 12.1, the Supplier does not limit or exclude its liability for any indemnity given under clauses 8.4, 9.3.2, 10.6, or 32.2.2.

12.5 In spite of clause 12.1, the Buyer does not limit or exclude its liability for any indemnity given under clause 8.5.

- 12.6 Notwithstanding clause 12.1, but subject to clauses 12.1 and 12.3, the Supplier's total aggregate liability under clause 14.7.5 shall not exceed the Data Protection Liability Cap.
- 12.7 Each Party must use all reasonable endeavours to mitigate any loss or damage which it suffers under or in connection with the Contract, including any indemnities.
- 12.8 If more than one Supplier is party to the Contract, each Supplier Party is fully responsible for both their own liabilities and the liabilities of the other Suppliers.

13 OBEYING THE LAW

- 13.1 The Supplier, in connection with provision of the Deliverables:
- 13.1.1 is expected to meet and have its Subcontractors meet the standards set out in the Supplier Code of Conduct:
https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/1163536/Supplier_Code_of_Conduct_v3.pdf as such Code of Conduct may be updated from time to time, and such other sustainability requirements as set out in the Order Form. The Buyer also expects to meet this Code of Conduct;
 - 13.1.2 must comply with the provisions of the Official Secrets Acts 1911 to 1989 and section 182 of the Finance Act 1989;
 - 13.1.3 must support the Buyer in fulfilling its Public Sector Equality duty under section 149 of the Equality Act 2010;
 - 13.1.4 must comply with the model contract terms contained in (a) to (m) of Annex C of the guidance to [PPN 02/23 \(Tackling Modern Slavery in Government Supply Chains\)](#),¹ as such clauses may be amended or updated from time to time; and
 - 13.1.5 meet the applicable Government Buying Standards applicable to Deliverables which can be found online at: <https://www.gov.uk/government/collections/sustainable-procurement-the-government-buying-standards-gbs>, as updated from time to time.
- 13.2 The Supplier indemnifies the Buyer against any costs resulting from any default by the Supplier relating to any applicable Law to do with the Contract.
- 13.3 The Supplier must appoint a compliance officer who must be responsible for ensuring that the Supplier complies with Law, clause 13.1 and clauses 27 to 34.

14 DATA PROTECTION AND SECURITY

- 14.1 The Supplier must not remove any ownership or security notices in or relating to the Government Data.
- 14.2 The Supplier must make accessible back-ups of all Government Data, stored in an agreed off-site location and send the Buyer copies via secure encrypted method upon reasonable request.

¹ <https://www.gov.uk/government/publications/ppn-0223-tackling-modern-slavery-in-government-supply-chains>

- 14.3 The Supplier must ensure that any Supplier, Subcontractor, or Subprocessor system holding any Government Data, including back-up data, is a secure system that complies with the security requirements specified in the Order Form or otherwise in writing by the Buyer (where any such requirements have been provided).
- 14.4 If at any time the Supplier suspects or has reason to believe that the Government Data is corrupted, lost or sufficiently degraded, then the Supplier must immediately notify the Buyer and suggest remedial action.
- 14.5 If the Government Data is corrupted, lost or sufficiently degraded so as to be unusable the Buyer may either or both:
- 14.5.1 tell the Supplier to restore or get restored Government Data as soon as practical but no later than 5 Working Days from the date that the Buyer receives notice, or the Supplier finds out about the issue, whichever is earlier; and/or
 - 14.5.2 restore the Government Data itself or using a third party.
- 14.6 The Supplier must pay each Party's reasonable costs of complying with clause 14.5 unless the Buyer is at fault.
- 14.7 The Supplier:
- 14.7.1 must provide the Buyer with all Government Data in an agreed format (provided it is secure and readable) within 10 Working Days of a written request;
 - 14.7.2 must have documented processes to guarantee prompt availability of Government Data if the Supplier stops trading;
 - 14.7.3 must securely destroy all storage media that has held Government Data at the end of life of that media using Good Industry Practice, other than in relation to Government Data which is owned or licenced by the Supplier or in respect of which the Parties are Independent Controllers or Joint Controllers;
 - 14.7.4 securely erase all Government Data and any copies it holds when asked to do so by the Buyer unless required by Law to retain it, other than in relation to Government Data which is owned or licenced by the Supplier or in respect of which the Parties are Independent Controllers or Joint Controllers; and
 - 14.7.5 indemnifies the Buyer against any and all losses incurred if the Supplier breaches clause 14 or any Data Protection Legislation.
- 14.8 The Parties acknowledge that for the purposes of the Data Protection Legislation, the nature of the activity carried out by each of them in relation to their respective obligations under the Contract dictates the status of each party under the DPA 2018. A Party may act as:
- 14.8.1 "Controller" in respect of the other Party who is "Processor";
 - 14.8.2 "Processor" in respect of the other Party who is "Controller";
 - 14.8.3 "Joint Controller" with the other Party;
 - 14.8.4 "Independent Controller" of the Personal Data where the other Party is also "Controller",

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

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

- 14.9.1 Where a Party is a Processor, the only processing that the Processor is authorised to do is listed in Part A Authorised Processing Template of Annex 1 – Processing Personal Data by the Controller and may not be determined by the Processor. The term “processing” and any associated terms are to be read in accordance with Article 4 of the UK GDPR and EU GDPR (as applicable).
- 14.9.2 The Processor must notify the Controller immediately if it thinks the Controller's instructions breach the Data Protection Legislation.
- 14.9.3 The Processor must give all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment before starting any processing, which may include, at the discretion of the Controller:
- 14.9.3.1 a systematic description of the expected processing and its purpose;
 - 14.9.3.2 the necessity and proportionality of the processing operations;
 - 14.9.3.3 the risks to the rights and freedoms of Data Subjects; and
 - 14.9.3.4 the intended measures to address the risks, including safeguards, security measures and mechanisms to protect Personal Data.
- 14.9.4 The Processor must, in relation to any Personal Data processed under this Contract:
- 14.9.4.1 process that Personal Data only in accordance with Part A Authorised Processing Template of Annex 1 – Processing Personal Data unless the Processor is required to do otherwise by Law. If lawful to notify the Controller, the Processor must promptly notify the Controller if the Processor is otherwise required to process Personal Data by Law before processing it.
 - 14.9.4.2 put in place appropriate Protective Measures to protect against a Data Loss Event which must be approved by the Controller.
 - 14.9.4.3 Ensure that:
 - (a) the Processor Personnel do not process Personal Data except in accordance with this Contract (and in particular Part A Authorised Processing Template of Annex 1 – Processing Personal Data);
 - (b) it uses best endeavours to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:
 - (i) are aware of and comply with the Processor's duties under this clause 14;
 - (ii) are subject to appropriate confidentiality undertakings with the Processor or any Subprocessor;

- (iii) are informed of the confidential nature of the Personal Data and do not provide any of the Personal Data to any third party unless directed in writing to do so by the Controller or as otherwise allowed by the Contract; and
- (iv) have undergone adequate training in the use, care, protection and handling of Personal Data.
- (c) the Processor must not transfer Personal Data outside of the UK and/or the EEA unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:
- (d) the transfer is in accordance with Article 45 of the UK GDPR (or section 74A of DPA 2018) and/or the transfer is in accordance with Article 45 of the EU GDPR (where applicable); or
- (e) the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with UK GDPR Article 46 or section 75 of the DPA 2018) and/or the transfer is in accordance with Article 46 of the EU GDPR (where applicable) as determined by the Controller which could include relevant parties entering into:
 - (i) where the transfer is subject to UK GDPR:
 - (A) the International Data Transfer Agreement (the “**IDTA**”), as published by the Information Commissioner's Office from time to time under section 119A(1) of the DPA 2018 as well as any additional measures determined by the Controller;
 - (B) the European Commission's Standard Contractual Clauses per decision 2021/914/EU or such updated version of such Standard Contractual Clauses as are published by the European Commission from time to time (“**EU SCCs**”), together with the UK International Data Transfer Agreement Addendum to the EU SCCs (the “**Addendum**”) as published by the Information Commissioner's Office from time to time; and/or
 - (ii) where the transfer is subject to EU GDPR, the EU SCCs, as well as any additional measures determined by the Controller being implemented by the importing party;
- (f) the Data Subject has enforceable rights and effective legal remedies when transferred;
- (g) the Processor meets its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and

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

- 14.9.5 The Processor must at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the Contract unless the Processor is required by Law to retain the Personal Data.
- 14.9.6 The Processor must notify the Controller immediately if it:
- 14.9.6.1 receives a Data Subject Access Request (or purported Data Subject Access Request);
 - 14.9.6.2 receives a request to rectify, block or erase any Personal Data;
 - 14.9.6.3 receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
 - 14.9.6.4 receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Contract;
 - 14.9.6.5 receives a request from any third Party for disclosure of Personal Data where compliance with the request is required or claims to be required by Law; and
 - 14.9.6.6 becomes aware of a Data Loss Event.
- 14.9.7 Any requirement to notify under clause 14.9.6 includes the provision of further information to the Controller in stages as details become available.
- 14.9.8 The Processor must promptly provide the Controller with full assistance in relation to any Party's obligations under Data Protection Legislation and any complaint, communication or request made under clause 14.9.6. This includes giving the Controller:
- 14.9.8.1 full details and copies of the complaint, communication or request;
 - 14.9.8.2 reasonably requested assistance so that it can comply with a Data Subject Access Request within the relevant timescales in the Data Protection Legislation;
 - 14.9.8.3 any Personal Data it holds in relation to a Data Subject on request;
 - 14.9.8.4 assistance that it requests following any Data Loss Event; and
 - 14.9.8.5 assistance that it requests relating to a consultation with, or request from, the Information Commissioner's Office or any other regulatory authority.
- 14.9.9 The Processor must maintain full, accurate records and information to show it complies with this clause 14. This requirement does not apply where the Processor employs fewer than 250 staff, unless either the Controller determines that the processing:
- 14.9.9.1 is not occasional;

- 14.9.9.2 includes special categories of data as referred to in Article 9(1) of the UK GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the UK GDPR; or
- 14.9.9.3 is likely to result in a risk to the rights and freedoms of Data Subjects.
- 14.9.10 The Parties shall designate a Data Protection Officer if required by the Data Protection Legislation.
- 14.9.11 Before allowing any Subprocessor to process any Personal Data, the Processor must:
 - 14.9.11.1 notify the Controller in writing of the intended Subprocessor and processing;
 - 14.9.11.2 obtain the written consent of the Controller;
 - 14.9.11.3 enter into a written contract with the Subprocessor so that this clause 14 applies to the Subprocessor; and
 - 14.9.11.4 provide the Controller with any information about the Subprocessor that the Controller reasonably requires.
- 14.9.12 The Processor remains fully liable for all acts or omissions of any Subprocessor.
- 14.9.13 The Parties agree to take account of any guidance issued by the Information Commissioner's Office or any other regulatory authority.

14.10 Joint Controllers of Personal Data

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

14.11 Independent Controllers of Personal Data

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

15 WHAT YOU MUST KEEP CONFIDENTIAL

- 15.1 Each Party must:
 - 15.1.1 keep all Confidential Information it receives confidential and secure;
 - 15.1.2 not disclose, use or exploit the disclosing Party's Confidential Information without the disclosing Party's prior written consent, except for the purposes anticipated under the Contract; and
 - 15.1.3 immediately notify the disclosing Party if it suspects unauthorised access, copying, use or disclosure of the Confidential Information.
- 15.2 In spite of clause 15.1, a Party may disclose Confidential Information which it receives from the disclosing Party in any of the following instances:

- 15.2.1 where disclosure is required by applicable Law if the recipient Party notifies the disclosing Party of the full circumstances, the affected Confidential Information and extent of the disclosure;
 - 15.2.2 if the recipient Party already had the information without obligation of confidentiality before it was disclosed by the disclosing Party;
 - 15.2.3 if the information was given to it by a third party without obligation of confidentiality;
 - 15.2.4 if the information was in the public domain at the time of the disclosure;
 - 15.2.5 if the information was independently developed without access to the disclosing Party's Confidential Information;
 - 15.2.6 on a confidential basis, to its auditors or for the purposes of regulatory requirements;
 - 15.2.7 on a confidential basis, to its professional advisers on a need-to-know basis; and
 - 15.2.8 to the Serious Fraud Office where the recipient Party has reasonable grounds to believe that the disclosing Party is involved in activity that may be a criminal offence under the Bribery Act 2010.
- 15.3 The Supplier may disclose Confidential Information on a confidential basis to Supplier Staff on a need-to-know basis to allow the Supplier to meet its obligations under the Contract. The Supplier shall remain responsible at all times for compliance with the confidentiality obligations set out in this Contract by the persons to whom disclosure has been made.
- 15.4 The Buyer may disclose Confidential Information in any of the following cases:
- 15.4.1 on a confidential basis to the employees, agents, consultants and contractors of the Buyer;
 - 15.4.2 on a confidential basis to any Crown Body, any successor body to a Crown Body or any company that the Buyer transfers or proposes to transfer all or any part of its business to;
 - 15.4.3 if the Buyer (acting reasonably) considers disclosure necessary or appropriate to carry out its public functions;
 - 15.4.4 where requested by Parliament; and
 - 15.4.5 under clauses 5.7 and 16.
- 15.5 For the purposes of clauses 15.2 to 15.4 references to disclosure on a confidential basis means disclosure under a confidentiality agreement or arrangement including terms as strict as those required in clause 15.
- 15.6 Transparency Information, and Information which is exempt from disclosure by clause 16 is not Confidential Information.
- 15.7 The Supplier must not make any press announcement or publicise the Contract or any part of it in any way, without the prior written consent of the Buyer and must take all reasonable endeavours to ensure that Supplier Staff do not either.

16 WHEN YOU CAN SHARE INFORMATION

- 16.1 The Supplier must tell the Buyer within 48 hours if it receives a Request For Information.
- 16.2 In accordance with a reasonable timetable and in any event within 5 Working Days of a request from the Buyer, the Supplier must give the Buyer full co-operation and information needed so the Buyer can:
- 16.2.1 comply with any Request For Information
 - 16.2.2 if the Contract has a value over the relevant threshold in Part 2 of the Regulations, comply with any of its obligations in relation to publishing Transparency Information.
- 16.3 To the extent that it is allowed and practical to do so, the Buyer will use reasonable endeavours to notify the Supplier of a Request For Information and may talk to the Supplier to help it decide whether to publish information under clause 16. However, the extent, content and format of the disclosure is the Buyer's decision in its absolute discretion.

17 INSURANCE

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

18 INVALID PARTS OF THE CONTRACT

- 18.1 If any provision or part-provision of this Contract is or becomes invalid, illegal or unenforceable for any reason, such provision or part-provision shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Contract. The provisions incorporated into the Contract are the entire agreement between the Parties. The Contract replaces all previous statements, or agreements whether written or oral. No other provisions apply.

19 OTHER PEOPLE'S RIGHTS IN THE CONTRACT

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

20 CIRCUMSTANCES BEYOND YOUR CONTROL

- 20.1 Any Party affected by a Force Majeure Event is excused from performing its obligations under the Contract while the inability to perform continues, if it both:
- 20.1.1 provides written notice to the other Party; and
 - 20.1.2 uses all reasonable measures practical to reduce the impact of the Force Majeure Event.
- 20.2 Any failure or delay by the Supplier to perform its obligations under the Contract that is due to a failure or delay by an agent, Subcontractor and/or Supplier Staff will only be considered a Force Majeure Event if that third party is itself prevented from complying with an obligation to the Supplier due to a Force Majeure Event.

20.3 Either Party can partially or fully terminate the Contract if the provision of the Deliverables is materially affected by a Force Majeure Event which lasts for 90 days continuously and the consequences of termination in Clauses 11.5.1.2 to 11.5.1.7 shall apply.

20.4 Where a Party terminates under clause 20.3:

20.4.1 each Party must cover its own losses; and

20.4.2 clauses 11.5.1.2 to 11.5.1.7 apply.

21 RELATIONSHIPS CREATED BY THE CONTRACT

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

22 GIVING UP CONTRACT RIGHTS

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

23 TRANSFERRING RESPONSIBILITIES

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

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

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

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

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

24 SUPPLY CHAIN

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

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

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

- 24.1.3 the proposed Subcontractor employs unfit persons.
- 24.2 If the Buyer asks the Supplier for details about Subcontractors, the Supplier must provide details of all such Subcontractors at all levels of the supply chain including:
 - 24.2.1 their name;
 - 24.2.2 the scope of their appointment; and
 - 24.2.3 the duration of their appointment.
- 24.3 The Supplier must exercise due skill and care when it selects and appoints Subcontractors.
- 24.4 For Sub-Contracts in the Supplier's supply chain entered into wholly or substantially for the purpose of performing or contributing to the performance of the whole or any part of this Contract:
 - 24.4.1 where such Sub-Contracts are entered into after the Start Date, the Supplier will ensure that they all contain provisions that; or
 - 24.4.2 where such Sub-Contracts are entered into before the Start Date, the Supplier will take all reasonable endeavours to ensure that they all contain provisions that:
 - 24.4.2.1 allow the Supplier to terminate the Sub-Contract if the Subcontractor fails to comply with its obligations in respect of environmental, social, equality or employment Law;
 - 24.4.2.2 require the Supplier to pay all Subcontractors in full, within 30 days of receiving a valid, undisputed invoice; and
 - 24.4.2.3 allow the Buyer to publish the details of the late payment or non-payment if this 30-day limit is exceeded.
- 24.5 At the Buyer's request, the Supplier must terminate any Sub-Contracts in any of the following events:
 - 24.5.1 there is a change of control within the meaning of Section 450 of the Corporation Tax Act 2010 of a Subcontractor which isn't pre-approved by the Buyer in writing;
 - 24.5.2 the acts or omissions of the Subcontractor have caused or materially contributed to a right of termination under Clause 11.4;
 - 24.5.3 a Subcontractor or its Affiliates embarrasses or brings into disrepute or diminishes the public trust in the Buyer;
 - 24.5.4 the Subcontractor fails to comply with its obligations in respect of environmental, social, equality or employment Law; and/or
 - 24.5.5 the Buyer has found grounds to exclude the Subcontractor in accordance with Regulation 57 of the Regulations.
- 24.6 The Supplier is responsible for all acts and omissions of its Subcontractors and those employed or engaged by them as if they were its own.

25 CHANGING THE CONTRACT

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

26 HOW TO COMMUNICATE ABOUT THE CONTRACT

- 26.1 All notices under the Contract must be in writing and are considered effective on the Working Day of delivery as long as they're delivered before 5:00pm on a Working Day. Otherwise the notice is effective on the next Working Day. An email is effective at 9am on the first Working Day after sending unless an error message is received.
- 26.2 Notices to the Buyer or Supplier must be sent to their address or email address in the Order Form.
- 26.3 This clause does not apply to the service of legal proceedings or any documents in any legal action, arbitration or dispute resolution.

27 DEALING WITH CLAIMS

- 27.1 If a Beneficiary becomes aware of any Claim, then it must notify the Indemnifier as soon as reasonably practical.
- 27.2 at the Indemnifier's cost the Beneficiary must:
- 27.2.1 allow the Indemnifier to conduct all negotiations and proceedings to do with a Claim;
 - 27.2.2 give the Indemnifier reasonable assistance with the Claim if requested; and
 - 27.2.3 not make admissions about the Claim without the prior written consent of the Indemnifier which cannot be unreasonably withheld or delayed.
- 27.3 The Beneficiary must:
- 27.3.1 consider and defend the Claim diligently and in a way that does not damage the Beneficiary's reputation; and
 - 27.3.2 not settle or compromise any Claim without the Beneficiary's prior written consent which it must not unreasonably withhold or delay.

28 PREVENTING FRAUD, BRIBERY AND CORRUPTION

- 28.1 The Supplier shall not:
- 28.1.1 commit any criminal offence referred to in 57(1) and 57(2) of the Regulations; or
 - 28.1.2 offer, give, or agree to give anything, to any person (whether working for or engaged by the Buyer or any other public body) an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of the Contract or any other public function or for showing or refraining from showing favour or disfavour to any person in relation to the Contract or any other public function.

- 28.2 The Supplier shall take all reasonable endeavours (including creating, maintaining and enforcing adequate policies, procedures and records), in accordance with Good Industry Practice, to prevent any matters referred to in clause 28.1 and any fraud by the Supplier Staff and the Supplier (including its shareholders, members and directors) in connection with the Contract and shall notify the Buyer immediately if it has reason to suspect that any such matters have occurred or is occurring or is likely to occur.
- 28.3 If the Supplier notifies the Buyer as required by clause 28.2, the Supplier must respond promptly to their further enquiries, co-operate with any investigation and allow the Audit of any books, records and relevant documentation.
- 28.4 If the Supplier or the Supplier Staff engages in conduct prohibited by clause 28.1 or commits fraud in relation to the Contract or any other contract with the Crown (including the Buyer) the Buyer may:
- 28.4.1 require the Supplier to remove any Supplier Staff from providing the Deliverables if their acts or omissions have caused the default; and
 - 28.4.2 immediately terminate the Contract and the consequences of termination in Clause 11.5.1 shall apply.

29 EQUALITY, DIVERSITY AND HUMAN RIGHTS

- 29.1 The Supplier must follow all applicable employment and equality Law when they perform their obligations under the Contract, including:
- 29.1.1 protections against discrimination on the grounds of race, sex, gender reassignment, religion or belief, disability, sexual orientation, pregnancy, maternity, age or otherwise; and
 - 29.1.2 any other requirements and instructions which the Buyer reasonably imposes related to equality Law.
- 29.2 The Supplier must use all reasonable endeavours, and inform the Buyer of the steps taken, to prevent anything that is considered to be unlawful discrimination by any court or tribunal, or the Equality and Human Rights Commission (or any successor organisation) when working on the Contract.

30 HEALTH AND SAFETY

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

31 ENVIRONMENT AND SUSTAINABILITY

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

- 31.1.1 meet, in all material respects, the requirements of all applicable Laws regarding the environment; and
- 31.1.2 comply with its obligations under the Buyer's current environmental policy, which the Buyer must provide, and make Supplier Staff aware of such policy.

32 TAX

32.1 The Supplier must not breach any tax or social security obligations and must enter into a binding agreement to pay any late contributions due, including where applicable, any interest or any fines. The Buyer cannot terminate the Contract where the Supplier has not paid a minor tax or social security contribution.

32.2 Where the Supplier or any Supplier Staff are liable to be taxed or to pay National Insurance contributions in the UK relating to payment received under the Contract, the Supplier must both:

- 32.2.1 comply with the Income Tax (Earnings and Pensions) Act 2003 and all other statutes and regulations relating to income tax, the Social Security Contributions and Benefits Act 1992 (including IR35) and National Insurance contributions; and
- 32.2.2 indemnify the Buyer against any Income Tax, National Insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made during or after the Term in connection with the provision of the Deliverables by the Supplier or any of the Supplier Staff.

32.3 If any of the Supplier Staff are Workers who receive payment relating to the Deliverables, then the Supplier must ensure that its contract with the Worker contains requirements that:

- 32.3.1 the Buyer may, at any time during the term of the Contract, request that the Worker provides information which demonstrates they comply with clause 32.2, or why those requirements do not apply, the Buyer can specify the information the Worker must provide and the deadline for responding;
- 32.3.2 the Worker's contract may be terminated at the Buyer's request if the Worker fails to provide the information requested by the Buyer within the time specified by the Buyer;
- 32.3.3 the Worker's contract may be terminated at the Buyer's request if the Worker provides information which the Buyer considers isn't good enough to demonstrate how it complies with clause 32.2 or confirms that the Worker is not complying with those requirements; and
- 32.3.4 the Buyer may supply any information they receive from the Worker to HMRC for revenue collection and management.

33 CONFLICT OF INTEREST

- 33.1 The Supplier must take action to ensure that neither the Supplier nor the Supplier Staff are placed in the position of an actual, potential or perceived Conflict of Interest.
- 33.2 The Supplier must promptly notify and provide details to the Buyer if an actual, potential or perceived Conflict of Interest happens or is expected to happen.
- 33.3 The Buyer will consider whether there are any appropriate measures that can be put in place to remedy an actual, perceived or potential Conflict of Interest. If, in the reasonable opinion of the Buyer, such measures do not or will not resolve an actual or potential conflict of interest, the Buyer may terminate the Contract immediately by giving notice in writing to the Supplier where there is or may be an actual or potential Conflict of Interest and Clauses 11.5.1.2 to 11.5.1.7 shall apply.

34 REPORTING A BREACH OF THE CONTRACT

- 34.1 As soon as it is aware of it the Supplier and Supplier Staff must report to the Buyer any actual or suspected breach of Law, clause 13.1, or clauses 27 to 33.
- 34.2 The Supplier must not retaliate against any of the Supplier Staff who in good faith reports a breach listed in clause 34.1 to the Buyer or a Prescribed Person.

35 FURTHER ASSURANCES

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

36 RESOLVING DISPUTES

- 36.1 If there is a dispute between the Parties, their senior representatives who have authority to settle the dispute will, within 28 days of a written request from the other Party, meet in good faith to resolve the dispute by commercial negotiation.
- 36.2 If the dispute is not resolved at that meeting, the Parties can attempt to settle it by mediation using the Centre for Effective Dispute Resolution (“CEDR”) Model Mediation Procedure current at the time of the dispute. If the Parties cannot agree on a mediator, the mediator will be nominated by CEDR. If either Party does not wish to use, or continue to use mediation, or mediation does not resolve the dispute, the dispute must be resolved using clauses 36.3 to 36.5.
- 36.3 Unless the Buyer refers the dispute to arbitration using clause 36.4, the Parties irrevocably agree that the courts of England and Wales have exclusive jurisdiction. :
- 36.4 The Supplier agrees that the Buyer has the exclusive right to refer any dispute to be finally resolved by arbitration under the London Court of International Arbitration Rules current at the time of the dispute. There will be only one arbitrator. The seat or legal place of the arbitration will be London and the proceedings will be in English.

36.5 The Buyer has the right to refer a dispute to arbitration even if the Supplier has started or has attempted to start court proceedings under clause 36.3, unless the Buyer has agreed to the court proceedings or participated in them. Even if court proceedings have started, the Parties must do everything necessary to ensure that the court proceedings are stayed in favour of any arbitration proceedings if they are started under clause 36.4.

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

37 WHICH LAW APPLIES

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

IV. Annex 1 – Processing Personal Data

Part A Authorised Processing Template

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

The contact details of the Controller's Data Protection Officer are: informationmanagement@food.gov.uk

The contact details of the Processor's Data Protection Officer are: penny.thorne@vorenta.com

The Processor shall comply with any further written instructions with respect to processing by the Controller.

Any such further instructions shall be incorporated into this Annex.

Description of authorised processing	Details
identity of Controller and Processor / Independent Controllers / Joint Controllers for each category of Personal Data	<i>The Buyer is the Controller and the Supplier is the Processor.</i> No Personal data is to be processed as part of this Contract.
Subject matter of the processing	
Duration of the processing	Duration of the contract – 03/01/2024 - 03/02/2025
Nature and purposes of the processing	
Type of Personal Data being processed	
Categories of Data Subject	
Plan for return and destruction of the data once the processing is complete UNLESS requirement under law to preserve that type of data	
Locations at which the Supplier and/or its Subcontractors process Personal Data under this Contract and International transfers and legal gateway	

Protective Measures that the Supplier and, where applicable, its Subcontractors have implemented to protect Personal Data processed under this Contract against a breach of security (insofar as that breach of security relates to data) or a Data Loss Event	
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Part B Joint Controller Agreement (*Optional*)**Not Used****Part C Independent Controllers (*Optional*)****Not Used**

V. [Annex 2 – Specification]

Schedule 2**SPECIFICATION**

Specification Reference
FS900350 - C210688
Specification Title
A survey of AMR <i>E. coli</i> and <i>Listeria</i> spp. on raw, prepacked, farmed salmon fillets on retail sale in the UK.
Design, sampling, microbiological testing, data analysis, reporting and archiving of recovered bacteria and their AMR profiles requirements.
Contract Duration
<i>December 2023 to March 2025 (12 months sampling period)</i>

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

- A. SPECIFICATION:** An outline of the requirement.
- B. PROCUREMENT TIMETABLE:** An estimated timetable for the procurement of the proposed requirement.
- C. TENDER REQUIREMENTS AND EVALUATION CRITERIA:** Provides guidance to applicants on the information that should be included within tenders and on the evaluation criteria and weightings used by appraisers when assessing and scoring tenders.

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

Schedule 2**SPECIFICATION****THE SPECIFICATION, INCLUDING PROJECT TIMETABLE
AND EVALUATION OF TENDERS****GENERAL INTRODUCTION**

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

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

The objective of the microbiological food safety research themes is to provide robust information on the presence, growth, survival and elimination of pathogenic microorganisms throughout the food chain; the extent, distribution, causes, risks and cost of foodborne disease will also be considered where appropriate.

One of the main objectives within the [FSA's Strategy for 2022-2027](#) is ensuring that 'food is safe'. We protect public health from risks which may arise through the consumption of food including risks caused by the way in which it is produced or supplied. A key component of our work is to monitor pathogenic microbiological hazards, including those that are antimicrobial resistant, in retail foods. Surveys provide a snapshot of the level of microbiological contamination and antimicrobial resistance (AMR) found in foods at retail. This is important in assessing potential consumer exposure to these hazards from the consumption of raw and/or undercooked foods but also through cross-contamination events when these foods are stored and handled unhygienically.

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Data from the [2021 Veterinary Antimicrobial Resistance and Sales Surveillance \(VARSS\) report](#) suggest that the usage of antibiotics in UK farmed salmon industry has significantly increased in recent years, equating to a 168% increase in 2022 in comparison to usage in 2017. This does raise an important question as to whether UK retail salmon is contaminated with AMR bacteria and the potential risk this poses to consumers as salmon can be consumed raw or after processing. Given this, we are proposing to commission a survey that will gather data on AMR *E. coli* and *Listeria monocytogenes* (see Table 1) found in pre-packed raw, farmed salmon fillets at retail sale in the UK.

This survey is relevant to the [2019-2024 UK AMR National Action Plan \(NAP\)](#) in terms of producing a new baseline of AMR bacteria found in salmon, whether this is a key reservoir or pathway by which consumers are being exposed to AMR bacteria (strengthening the evidence base around food and AMR).

A. THE SPECIFICATION

Background

Antimicrobial resistance (AMR) is the ability of microorganisms to withstand an antibiotic, to which it would normally be susceptible, therefore making the antimicrobials become ineffective. The emergence of AMR can limit the therapeutic options available to treat bacterial infections in both humans and animals. Unless action is taken now to tackle AMR, it has been estimated that there could be 10 million AMR-related deaths worldwide annually by 2050 costing up to US \$100 trillion in cumulative lost economic outputs ([Jim O'Neill, 2016](#)).

Addressing the public health threat posed by AMR is a national strategic priority for the UK and led to the Government publishing both a [20-year vision of AMR](#) and a [5-year \(2019-2024\) AMR National Action Plan \(NAP\)](#). The NAP lays out how the UK is addressing the AMR challenge and includes a specific section on the importance of better food safety to limit the contamination and spread of AMR via the food chain. This section also emphasises the need to strengthen the evidence base for AMR and food safety through research and surveys, and promoting good hygiene practices across the food chain. The FSA is playing its part by continuing to address key evidence gaps on the role that food plays in AMR through the commissioning of research and surveys.

Surveillance is a key component of our AMR activities and in recent years we have funded several surveys to gather data on the types of resistant bacteria found in food on retail sale in the UK, predominately focussing on meats (such as chicken, turkey, beef, pork and lamb). Whilst continuing to monitor AMR bacteria in retail meats (particularly chicken) is important, there is a need to expand our AMR surveillance to cover other non-meat and ready-to-eat (RTE) food commodities. This will provide evidence on other potential reservoirs of AMR in the food chain and the pathways in which consumers can become

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exposed to AMR bacteria through the handling and consumption of raw or less than thoroughly cooked foods. Currently, there is limited data on AMR *E. coli* and *Listeria monocytogenes* in raw salmon and this survey will provide new baseline data, which will help determine research priorities for AMR going forward. In previous surveillance studies to monitor AMR bacteria in retail meats, AMR *E. coli* was one of the main microbes investigated, therefore we expanded our AMR surveillance to cover a gap in salmon fish. Additionally, a recent *Listeria* outbreak linked to smoked salmon has prompted a need to include *Listeria* in this survey in raw salmon.

The Veterinary Medicines Directorate (VMD) publishes on a yearly basis the VARSS report which presents data on veterinary antibiotic sales and usage data from the UK, and antibiotic data from England and Wales. The [2021 VARSS report](#) (published in November 2022), shows a decreasing trend of the antibiotics used and/or administered across several food-producing animal sectors over recent years. However, for the salmon industry antibiotic usage has increased since 2017. It is reported that antibiotic usage in the salmon production sector was 8.9 tonnes in 2021 representing 43.1 mg/kg which is an increase of 13.8 mg/kg from the previous year (2020) and overall, 168% increase since 2017. The use of highest priority critically important antibiotics (HA-CIAs) in salmon decreased by 2.1mg/kg since 2020 and overall, 68% decrease in HA-CIAs since 2017. Oxytetracycline was reported as the most used antibiotic in the salmon industry accounting for 86% of total antibiotic use in 2021. Salmon Scotland states within the 2021 VARSS report that this increase relates to use during the marine phase of production, with a decrease recorded in freshwater, and provided reassurance within the report, that antibiotics are only used in response to the clinical presentation of bacterial infection, not as a prophylactic treatment. Despite high figures, antibiotic treatment is still infrequent in the salmon farming sector, with use in 8.5% of freshwater farms and 4.9% of marine farms in 2021, meaning that those fish which are treated probably exceed the 50 mg/kg maximum treatment concentration recommended in the O'Neill Report ("Review on Antimicrobial Resistance, 2016").

The increased usage of antibiotics in salmon production does raise an important question as to whether raw, prepacked, farmed salmon fillets on retail sale in the UK is contaminated with AMR bacteria and the risk this poses to consumers, as these fish products can be consumed lightly cooked or raw in certain foods such as sushi, sashimi and tartare. In 2016, the FSA published the findings of a [systematic review of AMR bacteria in a range of UK retail foods](#) which included seafood. This review concluded that there was a lack of data on AMR bacteria found in fish and seafood on retail sale in the UK. Whilst there is some data on AMR found in raw salmon outside of the UK (Ben Mhenni et al., 2023; Higuera-Llantén et al., 2018; Ojasanya et al., 2022), data on AMR in UK retail salmon and other fish remains limited. The need for data on AMR in fish was also highlighted as a survey priority at FSA's AMR Research and Evidence Programme Review held in March 2023 (unpublished data). Therefore, the FSA wishes to commission a survey of AMR *E. coli* and *Listeria* spp. in raw, prepacked, farmed salmon fillets on retail sale within the UK. Given that our previous AMR surveys have all looked at AMR *E. coli*, it is useful to continue this trend for raw salmon to allow comparisons of AMR data between

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salmon and on raw meat (chicken, turkey, beef & pork). The inclusion of AMR *Listeria* in this survey follows the 2022 [Listeria outbreak linked to smoked fish](#) and therefore it would be useful to obtain data on *Listeria* in raw salmon to help fill an evidence gap.

The Specification

Tenders are invited to carry out a survey of AMR *E. coli* and *Listeria* found on raw, prepacked, farmed salmon fillets on retail sale in the UK. We anticipate the survey will be in two phases:

- Lot 1. Survey design, sample collection at retail and transportation to the testing laboratory.
- Lot 2. Microbiological testing, data analysis and reporting.

Ideally, our preference is for applicants to tender for both phases by working collaboratively, however separate tenders for both Lot 1 and 2 will also be considered. If the precise cost of any elements of the study is unknown, then the FSA will accept a range in the bids.

Lot 1: Survey design, sampling and transportation to the testing laboratory

Applicants should submit bids indicating a provisional sampling design for a survey of AMR *E. coli* and *Listeria monocytogenes* found on raw salmon from UK retail outlets. Individual items will need to be evenly sampled over a 12-month period from January 2024 to December 2024. Given the lack of UK data on *E. coli* and *Listeria* prevalence in raw salmon, we suggest sampling 300 salmon fillet samples (1 fillet per pack) as this will enable us to create a new baseline.

Sample collection

For this survey, only pre-packaged and labelled raw farmed salmon fillet is to be collected from retail supermarket outlets across the UK from January 2024 to December 2024. This will be salmon fillets available at retail, including those farmed in the UK waters and abroad (non-UK). Fresh (chilled) salmon fillets should be surveyed, and this should be easily identifiable from the packaging label. For this survey, fillets are small rectangular portions taken from a boneless side of salmon.

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Please note that the following should **not** be included as part of this survey:

- Other types of fish species
- Frozen salmon
- Wild salmon varieties.
- Other cuts of salmon such as whole, side or half a side, tail, steaks, loins, diced, goujons, belly, etc.
- Salmon fillets sold 'loose' at fishmongers including fish counters within supermarkets.
- Prepared or processed salmon. This will include cooked or undergone some heat treatment (e.g., canned), hot or cold smoked, pre-marinated/seasoned, cured, dried, salmon containing other ingredients (e.g., ready meals, sushi, breaded or battered, etc.).

Sampling design

The FSA will provide data on the consumption of fresh, chilled salmon (kg) broken down by retailer, government office region, and month of the year (this is based on the Defra's latest Family Food dataset as derived from the 2019/20 Expenditure and Food Survey). We can also provide population data for local authorities, to aid sampling within regions. This information should be used to produce a sampling plan that is representative of UK market share for these factors.

Applicants should sample according to the marginal totals of market share data provided across retailers and should indicate how well represented different regions of the UK will be in their sampling. We encourage applicants to finalise sampling plans in discussion with FSA statisticians and microbiologists.

N.B. Care should be taken to avoid sampling multiple raw salmon from the same batch.

This survey and sampling design will be subject to expert peer-review as part of the FS900350 tender evaluation process. On award of the contract, the successful applicant will be required to submit a more detailed design reflecting the requirements as set out in this specification document.

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Please note that the final survey and sampling design will be shared with, and approved by, the FSA before commencement of sample collection.

Collection of sample information and transportation to testing laboratory

In addition to the survey design, the contractors for Lot 1 will be expected to conduct the sampling and transportation of collected samples to the testing facility, ensuring that there is a robust system for sample identification and data recording, and that samples are handled appropriately, including use of methods to avoid cross-contamination and ensuring adequate temperature controls during transit, making sure all samples receive identical sampling and transportation processes. Close liaison with the testing laboratory is essential to ensure correct sample handling and agree delivery times, as well as for the transfer of sample information.

Samples must have sufficient time left on the use by date to ensure that they are still in date when tested. Once samples have been purchased, the manager of the retail outlet should be handed a letter that FSA will provide, explaining that a sample has been taken and what it will be used for.

The applicant should create an Excel spreadsheet database, which is password protected, of the samples collected with the following details being recorded for each sample at the point of sampling:

- A unique sample number (to be determined by the sampler)
- Date and time of purchase
- Retail outlet name and address
- Brand name (if any)
- Skin or skinless
- Product full text description
- Batch/lot number
- Local Authority approval/registration number (GB number, if available)
- Durability date (e.g., use by date or best before date)
- Country of origin information
- Product weight/size
- Type of packaging
- Sample purchase cost
- Storage and handling instructions, if available
- Farm details (e.g., name, address and postcode)
- Date and time sample dispatched to the testing laboratory
- Temperature of sample

Photographs must be taken of the raw farmed salmon fillet including any labelling present on the packaging. This shall ensure that all product information, including durability dates (e.g., use by or best before dates), any approval codes, storage and handling instructions, etc. are included. Each photograph should be assigned the corresponding unique sample

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number to allow for traceability. The Excel spreadsheet of samples should be provided to the testing facility monthly so that they can add the sample findings to the documents.

The contractor for Lot 1 will produce a report on the survey design and sampling plan within 30 days of the end of the sampling period and shall be submitted to FSA in a suitable and [accessible format](#). An Excel spreadsheet line listing of the products collected, providing full sample details, shall also be submitted to FSA. A separate electronic file shall be provided to FSA containing the sample photographs.

Lot 2: Microbiological testing, data analysis, reporting and archiving of recovered bacteria and their AMR profiles.

Applicants are invited to submit bids to carry out the testing (detection¹, enumeration and antimicrobial susceptibility testing) of the prepacked, raw, farmed salmon fillets sampled at retail in the UK for *E. coli* and *Listeria* spp., as specified in Table 1 below.

Testing will be informed by the study design but will be based on a total of 300 raw salmon collected over a period of 12 months between January 2024 to December 2024.

Applicants must ensure good quality control throughout the sample arrival/logging and analysis and long-term storage of samples.

Table 1. Requirements for AMR *E. coli* and *Listeria* testing in pre-packed, raw, farmed salmon fillets on retail sale in the UK.

Bacteria	Testing	Antimicrobial Susceptibility Testing (AST)* (Including screening of panel of antimicrobials and testing for the presence of specific resistance genes / resistance mechanisms)	Whole Genome Sequencing
<i>Escherichia coli</i>	Detection Enumeration	ESBL producers AmpC producers Carbapenems** Fluoroquinolones - Ciprofloxacin - Nalidixic acid Tetracycline Polymyxins - Colistin **	Findings of particular concern (e.g., <i>mcr</i> positive colistin resistance genes, carbapenem resistance).

¹ Includes identification and speciation.

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		• Tigecycline • Transmissible colistin resistance (e.g., <i>mcr</i> genes)	
<i>Listeria</i> spp.	Detection (including speciation) Enumeration	Only <i>L. monocytogenes</i> : ESBL producers AmpC producers Ampicillin Carbapenems** Tetracycline Penicillin Meropenem Daptomycin Erythromycin Gentamicin Linezolid Trimethoprim Co-trimoxazole Vancomycin Fosfomycin Lincomycin Florphenicol	Findings of particular concern (e.g., <i>mcr</i> positive colistin resistance genes, carbapenem resistance).

* Antimicrobial susceptibility testing (AST) is the *in vitro* test of the sensitivity of a bacterium to one or more antibiotics. Suitable methods should be used to determine MIC (Minimum Inhibitory Concentration) for antimicrobial activity. It is expected that genotypic and phenotypic methods are used as appropriate. Breakpoints should be determined using ECOFF (Epidemiological cut off) values outlined in the [Commission Implementing Decision \(EU\) 2020/1729 of 17 November 2020 on the monitoring and reporting of antimicrobial resistance in zoonotic and commensal bacteria and repealing Implementing Decision 2013/652/EU](#).

** Where the results show the presence of carbapenem resistance /carbapenemase production or colistin resistance / transmissible colistin resistance genes or abnormal/unusual results are found then these should be reported to FSA as soon as possible and the FSA will investigate further on a case-by-case basis.

The sampling and testing for *E. coli* is in accordance with the requirements set by the EU for the harmonised survey of AMR in retail meats, [Decision 2020/1729 and Technical Specification](#). This will allow the FSA to draw comparisons between the AMR *E. coli* findings of this survey with previous AMR *E. coli* in UK retail meat surveys. The applicant is advised to use the appropriate ISO accredited methods (see analytical requirement section below), for example [ISO 11290-1](#) and [11290-2](#) for *Listeria*.

The testing facility is expected to use, at minimum, in-house validated methods; however, accreditation for the required methods and matrices is desirable. When not accredited, applicants must provide evidence of competence in conducting the required analyses, for

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instance through providing records of consistent satisfactory performance in relevant Proficiency Testing schemes from the last 18 months.

It is expected that the Testing Facility liaises closely with the Sampling Contractor in providing a preferred testing schedule so that sample collection and transportation plans may be arranged accordingly. The Sampling Contractor will provide the Testing Laboratory with an Excel spreadsheet each month allowing them to record the results. Each sample will be assigned a unique sample number by the sampling organisation and should be used throughout the testing phase thus allowing traceability of the findings to the correct sample. On receipt of the sample, the following information should be recorded:

- Date and time of receipt of sample by laboratory
- Temperature of sample on receipt
- Sample within the use-by date prior to testing (Yes or No)
- Date and time of testing

Archiving of samples

It is envisaged that one randomly selected isolate of *E. coli* and *Listeria monocytogenes* from each salmon fillet sample, which yields a confirmed AMR result, will be archived for a minimum of 5 years. As the intention is to be able to sequence the samples at a later date, if required, the samples should be stored accordingly. This will give the FSA (and others) flexibility to carry out further sequencing at a later date. Therefore, it's important that the isolates are stored under appropriate conditions which are fully explained in the proposal.

Analytical Requirements

The testing laboratory will be required to be UKAS accredited to ISO 17025 and ISO 11290 and use accredited methods of analysis, in accordance with the EU Decisions and Technical specifications. Applicants are expected to test the panel of antimicrobials as stated in the EU Decisions and Technical specifications in addition to those specified in Table 1. Suitable methods should be used to determine MICs for antimicrobial activity. It is expected that genotypic and phenotypic methods are used as appropriate e.g., for colistin resistance genes and for carbapenemase production. Breakpoints should be determined using ECOFF (Epidemiological cut off) values outlined in Commission Implementing Decision (EU) 2020/1729 of 17 November 2020 on the monitoring and reporting of antimicrobial resistance in zoonotic and commensal bacteria and repealing Implementing Decision 2013/652/EU.

Reporting of Adverse Results

It is important to ensure samples are analysed and reported to the FSA as soon as possible following their procurement, so appropriate action can be taken where necessary to protect public health. Any results of AMR concern (e.g., *mcr* positive colistin and carbapenem resistance) or of unusual pattern should be notified to the FSA as soon as possible.

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Technical report

It is anticipated that the following will be delivered to the FSA as part of the testing and analysis:

- A technical report addressing the relevant areas of this survey which is in a suitable and [accessible format](#) for publication on the FSA website. The report will need to include a lay summary, executive summary, introduction (including the background and aims/objectives of the research), methodology, findings, discussions, conclusions, references and recommendations for further work. The final report discussions should also include a short assessment on the potential risk to consumers on any AMR findings found and another section on the relevance of the survey findings to the food safety commitments within the 2019-2024 AMR National Action Plan. The FSA will not be brand naming and therefore the report should be anonymised. Please note that the technical report should be submitted by February/March 2025 and will undergo an internal review followed by an external peer-review before it can be accepted by the FSA. A draft report should be submitted at least 6-7 weeks before the final report is due to allow FSA officials sufficient time to comment.
- A project initiation meeting at the start of the survey.
- A mid-point evaluation/review meeting to monitor progress and ensure the survey is on track.
- A meeting with FSA and other Government officials (e.g., VMD, FSS) to present the key findings from the survey.
- The Project Lead to attend and present the findings of this survey at a future ACMSF AMR sub-group meeting (to be determined).

Raw data from the testing and analysis should be provided in an Excel spreadsheet in both a non-anonymised (for FSA's use) and anonymised version that would allow access by others. This is in compliance with FSA's open data policy. Please note that the raw data should be in an accessible format and adequate steps taken to ensure data protection.

The FSA will be looking for competitive bids which give value for money. Applicants may submit a single tender for one or for both requirements, which addresses the criteria above.

References

- Ben Mhenni, N., Alberghini, G., Giaccone, V., Truant, A., Catellani, P., 2023. Prevalence and Antibiotic Resistance Phenotypes of *Pseudomonas* spp. in Fresh Fish Fillets. *Foods* 12, 950. <https://doi.org/10.3390/foods12050950>
- EU Harmonised Survey of Antimicrobial Resistance (AMR) on retail meats (Pork and Beef/Chicken) [WWW Document], 2020. . Food Stand. Agency. URL <https://www.food.gov.uk/research/antimicrobial-resistance/eu-harmonised-survey-of-antimicrobial-resistance-amr-on-retail-meats-pork-and-beefchicken-0> (accessed 7.6.23).
- EU Harmonised Survey of Antimicrobial Resistance (AMR) on retail meats (pork and beef/chicken) [WWW Document], 2015. . Food Stand. Agency. URL

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<https://www.food.gov.uk/research/antimicrobial-resistance/eu-harmonised-survey-of-antimicrobial-resistance-amr-on-retail-meats-pork-and-beefchicken> (accessed 7.6.23).
 Higuera-Llantén, S., Vásquez-Ponce, F., Barrientos-Espinoza, B., Mardones, F.O., Marshall, S.H., Olivares-Pacheco, J., 2018. Extended antibiotic treatment in salmon farms select multiresistant gut bacteria with a high prevalence of antibiotic resistance genes. PLoS ONE 13, e0203641. <https://doi.org/10.1371/journal.pone.0203641>
 Ojasanya, R.A., Gardner, I.A., Groman, D.B., Saksida, S., Saab, M.E., Thakur, K.K., 2022. Antimicrobial Susceptibility Profiles of Bacteria Commonly Isolated from Farmed Salmonids in Atlantic Canada (2000–2021). Vet. Sci. 9, 159. <https://doi.org/10.3390/vetsci9040159>
 Review on Antimicrobial Resistance, 2016.
 Survey of Antimicrobial Resistance (AMR) Bacteria in Lamb and Turkey Meat on Retail Sale in the UK [WWW Document], 2020. Food Stand. Agency. <https://doi.org/10.46756/sci.fsa.hlo814>

The 'Tender Application Form' requests the supplier to complete information in the following headers. Please provide any essential requirements or project specific information relevant to the work being tendered. Ignore if not applicable.

Expertise required.

The applicant(s) either individually or collectively as part of a research group, should have recent, demonstrable expertise in:

- Designing and sampling for surveys including statistical input.
- Carrying out microbiological and AMR testing of raw fish according to EU decisions and technical specifications and ISO methods. The laboratory should demonstrate they are accredited to carry out this analysis as part of their application.
- A molecular microbiological background with sound knowledge of AMR, bacteriology, PCR and whole genome sequencing techniques.
- Knowledge of the salmon farming industry within the UK.
- Knowledge of *E. coli* and *Listeria* - Laboratory facilities suitable for working with both organisms (additional restriction apply to working with *Listeria*).

Cost

The FSA estimates that the cost for this survey to be in a range of £150k - £35k for Lot 1 (sampling) and £115k for Lot 2 (testing). The onus is on the contractor(s) to provide the costings they believe that is reasonable to meet the evidence gap as outlined in this survey specification and provide the justification of this within their proposal. The contractor(s) should be aware that one of the key criteria that all research proposals are evaluated against is 'value for money' which is delivering the survey asked for in this specification (including the anticipated outputs and benefits) at a competitive price.

Relevance to the AMR National Action Plan

As part of the tender summary within their proposal, the applicant will (using their own words) provide the background to this survey and summarise the proposed survey. This should also include an explanation on how this survey and the anticipated findings will inform or contribute to the food safety commitments made within the [UK's 2019-2024 AMR National Action Plan](#).

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Risk

The contractors are to complete a risk register as part of their proposal. They should list any anticipated risks (including scientific risks) to the delivery of the survey, ranking the likelihood and impact of the risk occurring and offer suggested actions/solutions to mitigate these risks.

Data protection

The contractor should outline within their tender whether they anticipate any Personal Data will be collected as part of the survey. If so, you should outline in your tender how you will comply with the General Data Protection Regulation (GDPR), recognising the commissioning authority's (the FSA's) role as the 'data controller' and the contractor's role as the 'data processor', and responding to the sections below. If successful and Personal Data is being collected, you may also be asked to carry out a Privacy Impact Assessment (PIA), and a privacy notice may be required, which will be reviewed by the FSA data security team.

Data security

Please confirm in your tender that you (and any sub-contractors) have in place, or that you will have in place by contract award, the human and technical resources to perform the contract to ensure compliance with the General Data Protection Regulation (GDPR) and to ensure the protection of the rights of data subjects.

Please provide details of the technical facilities and measures (including systems and processes) you have in place, or will have in place by contract award, to ensure compliance with the GDPR and to ensure the protection of the rights of data subjects. Your response should include, but should not be limited to facilities and measures:

- to ensure ongoing confidentiality, integrity, availability and resilience of processing systems and services;
- to comply with the rights of data subjects in respect of receiving privacy information, and access, rectification, deletion and portability of personal data;
- to ensure that any consent-based processing meets standards of active, informed consent, and that such consents are recorded and auditable;
- to ensure legal safeguards are in place to legitimise transfers of personal data outside the EU (if such transfers will take place);
- to maintain records of personal data processing activities; and
- to regularly test, assess and evaluate the effectiveness of the above measures.'

Dissemination

Please outline within your proposal whether you intend to submit a paper from the survey findings within an open access peer-review journal including any cost associated with this. Also list any proposed plans for presenting the findings at conference and workshops.

Quality

The Applicant (including any sub-contractors) for this project should demonstrate that they have the suitable level of proficiency in performing the sampling and all microbiological and AMR testing techniques as required by this survey. Ideally using one of those testing

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methods: [EU Decisions](#) and [Technical specifications](#) for AMR *E. coli* testing but also [ISO 20776-1:2019](#) or equivalent, [ISO/CD 13136-1](#) accreditation, [ISO 11290](#) etc. This should not only include the lead applicant but also any sub-contractors listed under the Tender application. Applicant(s) should reflect the standards laid out in the '[Joint Code of Practice for Research](#)' in their applications.

Social value

Social value has a lasting impact on individuals, communities and the environment. The Government has an opportunity and responsibility to maximise benefits effectively and comprehensively through its commercial activity. To be effective, it is essential that the FSA considers social value at all stages of the procurement life cycle. In order to do this, the FSA is applying the Government Commercial Functions social value model [PPN 06/20 Procurement Policy Note](#) from 1st January 2021. The complete set of documents can be found on the [Social Value webpage](#).

Using a maximum of 3,000 characters describe the commitment your organisation will make to ensure that opportunities under the contract deliver the **Policy Outcome** and **Award Criteria**.

The **Policy Outcome** selected for this tender is '**Wellbeing – Improve health and wellbeing**'. Tenderers should describe how they will demonstrate action to support health and wellbeing, including physical and mental health, in the contract workforce (**Award Criteria**).

Please include:

- Your 'Method Statement', stating how you will achieve this and how your commitment meets the Award Criteria, and
- a timed project plan and process, including how you will implement your commitment and by when. Also, how you will monitor, measure and report on your commitments/the impact of your proposals. You should include but not be limited to:
 - o timed action plan
 - o use of metrics
 - o tools/processes used to gather data
 - o reporting
 - o feedback and improvement
 - o transparency

Examples could include:

- Understanding of issues relating to health and wellbeing, including physical and mental health, in the contract workforce.
- Actions to invest in the physical and mental health and wellbeing of the contract workforce. Illustrative examples:
 - o implementing the 6 standards in the Mental Health at Work commitment and, where appropriate, the mental health enhanced standards for companies

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with more than 500 employees in Thriving at Work with respect to the contract workforce, not just 'following the recommendations'

- o public reporting by the tenderer and its supply chain on the health and wellbeing of staff comprising the contract workforce, following the recommendations in the Voluntary Reporting Framework
- o engagement plans to engage the contract workforce in deciding the most important issues to address.

A Social Value Key Performance Indicator (KPI) will be agreed in the Contract based on the Suppliers response regarding the percentage of all companies in the supply chain under the contract to have implemented measures to improve the physical and mental health and wellbeing of employees.

B. PROCUREMENT TIMETABLE

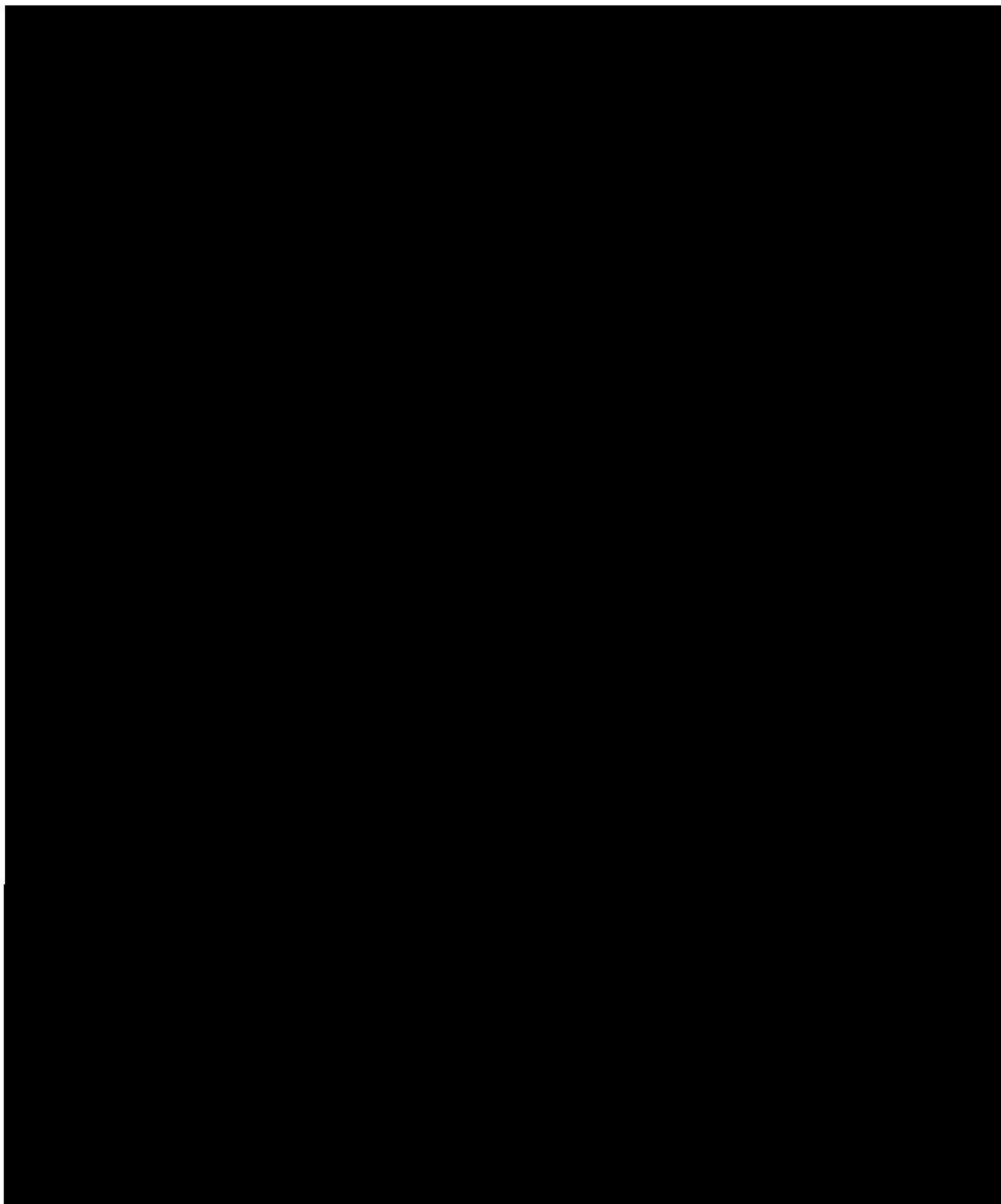
Table 1 details an **estimated** project timetable for the project. Tenderers should however be aware that the Agency needs to acquire the evidence outlined in this ITT in a timely manner and you should justify your timings in your work plan.

TABLE 1. ESTIMATED PROJECT TIMETABLE	
EXPECTED DATE	INVITATION TO (ITT) TENDER
14 September 2023	Invitation to Tender (ITT) issued by the Agency
14 September 2023	ITT Clarification period opens*
10 October 2023	ITT Clarification period closes**
24 October 2023	Closing date for submission of ITT responses***
7 November 2023	Evaluation of ITT responses
Mid November 2023	Appraisal panel meeting held to consider clarified ITT responses
Mid November 2023	Tenderers notified of outcome of appraisal and preferred Tenderer (or Tenderers) identified
December 2023	Contract awarded and signed
January 2024	Project initiation meeting takes place and project commences
March 2025	Latest date for submission of final report to FSA

* If a Tenderer wishes to raise any points of clarification over the procurement process, the actual project objectives or any other query these must be raised through the health-family single e-Commercial system (Atamis) by the date specified.

** Queries will not be answered after this date.

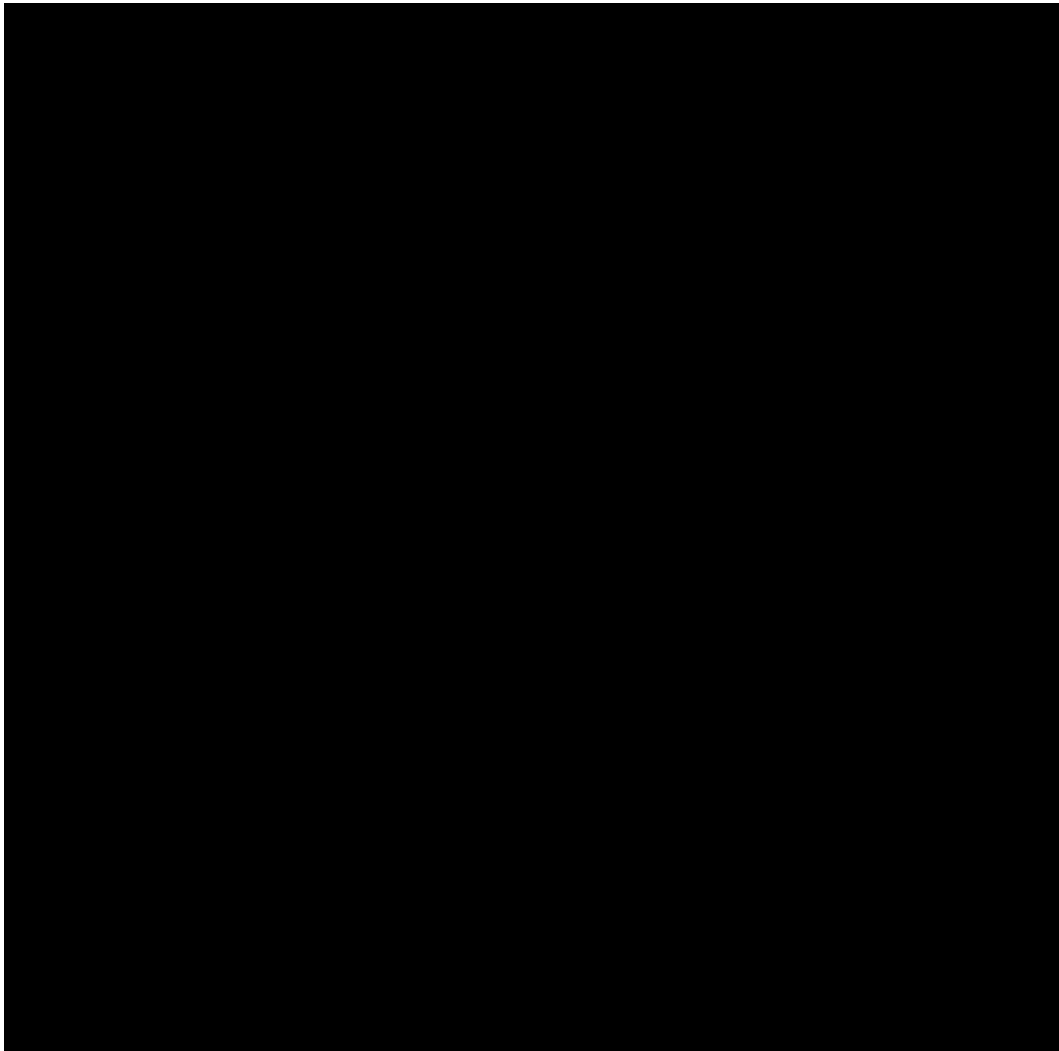
*** Submissions must be uploaded onto the health-family e-Commercial system (Atamis) before the closing date and time.

VI. [Annex 3 – Charges]**Total Project Costs (excluding
VAT) ******£
38,070.41**

* 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.



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:

Adjustment of Salmon Fillet Sample Costs in Financial Proposal:

In our financial proposal, the estimated cost per salmon fillet sample has been determined using a conservative approach to budgeting. This approach takes into account the variability in retail prices and the potential impact of inflation, leading us to use a higher rate in our tender. This decision was made to minimize financial risks and ensure the robustness of the project budget against market fluctuations.

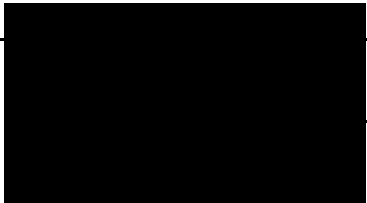
We acknowledge the FSA's requirement for cost efficiency and transparency. To this end, we commit to the following:

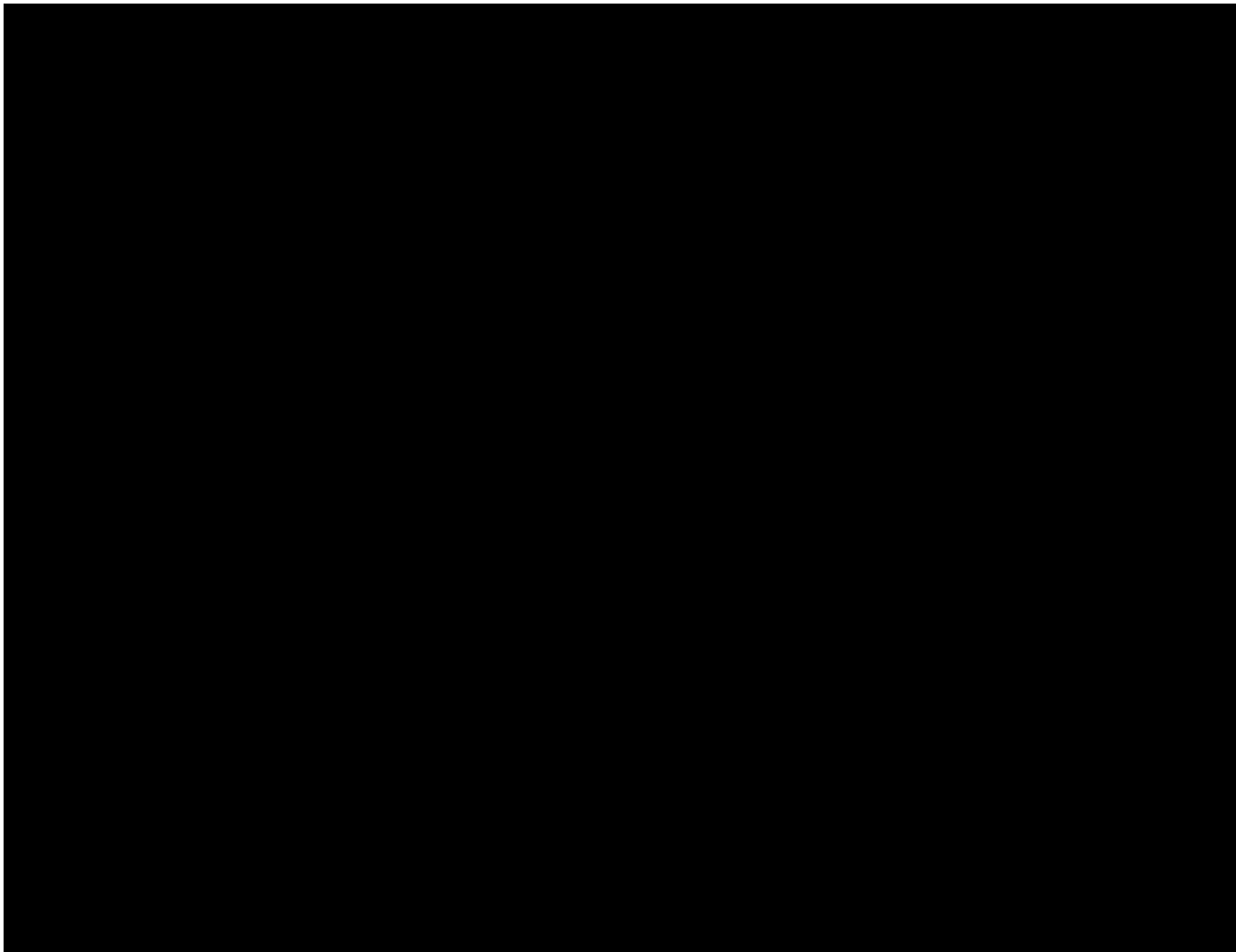
- **Monitoring and Adjustment:** We will closely monitor the actual market prices of salmon fillets throughout the sampling period. Our team will record the actual price per sample in the HallMark Sampling System (HMX), along with copies of the purchase receipts. This will facilitate detailed tracking of the actual purchase costs.

- **Invoice Adjustments:** Should the actual cost of salmon fillets be lower than our estimated cost at the time of purchase, we will adjust the invoicing accordingly. This ensures that the FSA is billed only for the actual costs incurred, reflecting any savings achieved due to lower market prices.

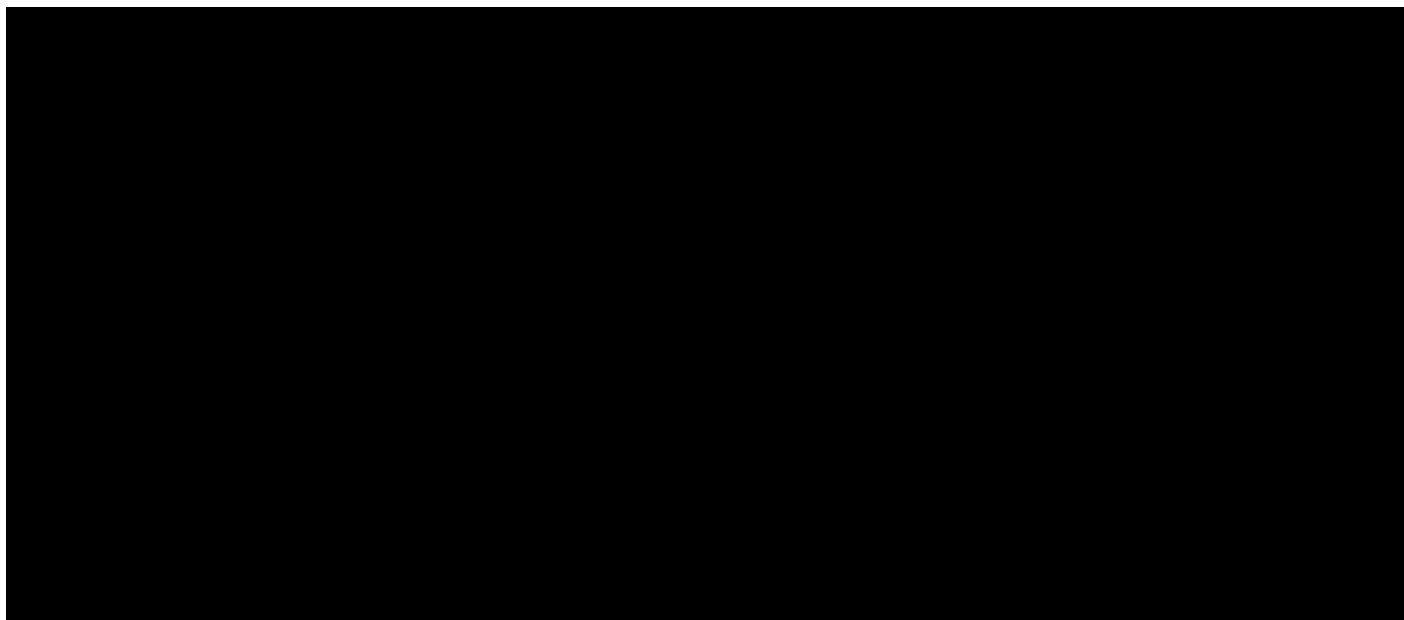
- **Transparency and Accountability:** Our approach ensures transparency in financial reporting and accountability in cost management. We will provide the FSA with a detailed breakdown of the actual costs incurred for the salmon fillet samples, supported by the data recorded in HMX and the corresponding receipts.

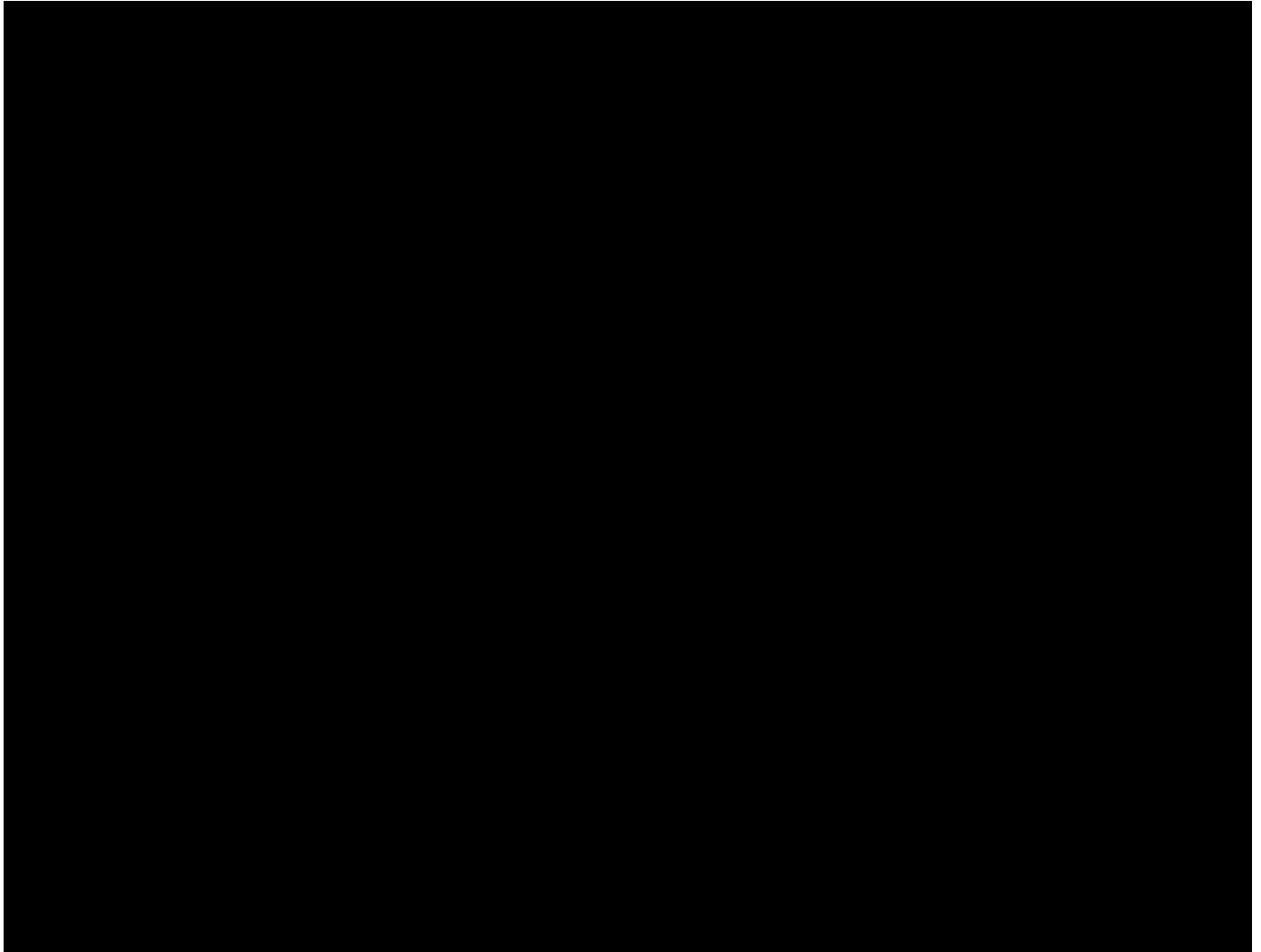
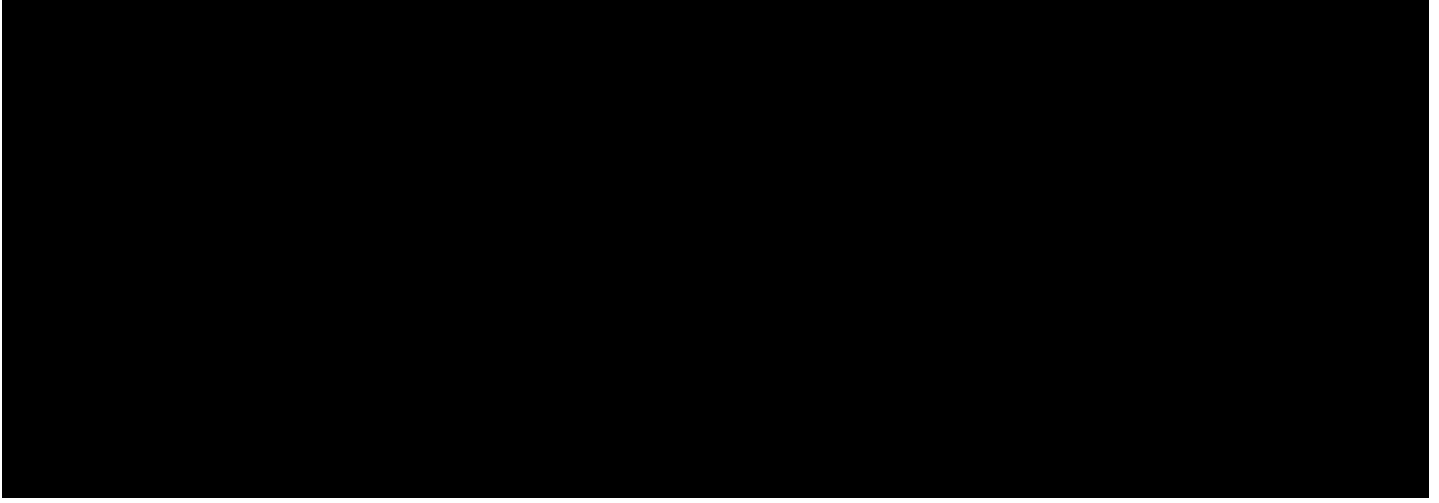
This approach aligns with our commitment to delivering the project within the allocated budget while ensuring that the FSA benefits from any cost savings achieved during the project execution

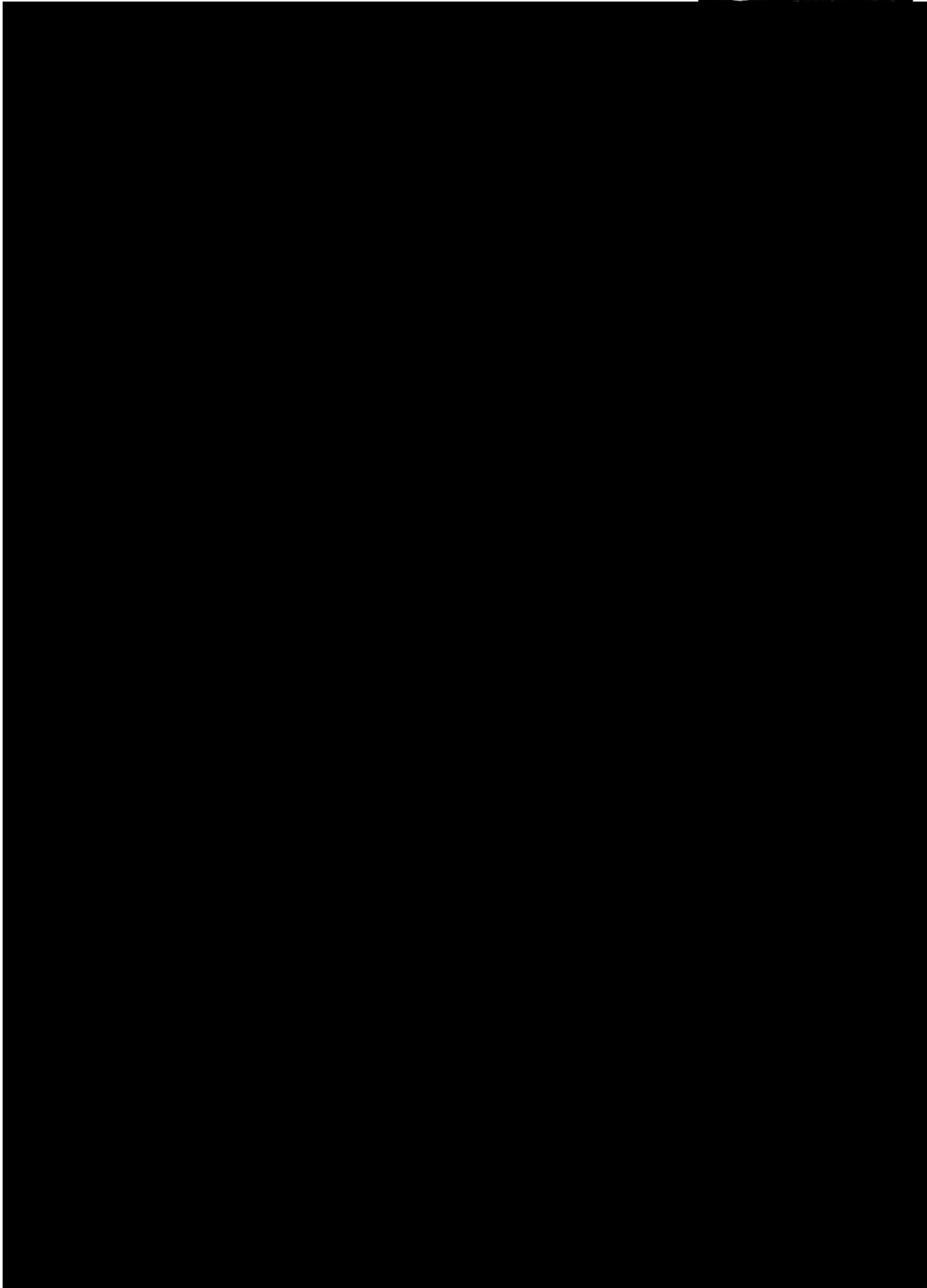
SIGNATURE			
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DATE	09-Oct-2023		
REVISION DATE	13-Dec-2023	Enter the effective date if this version of the template replaces an earlier version	

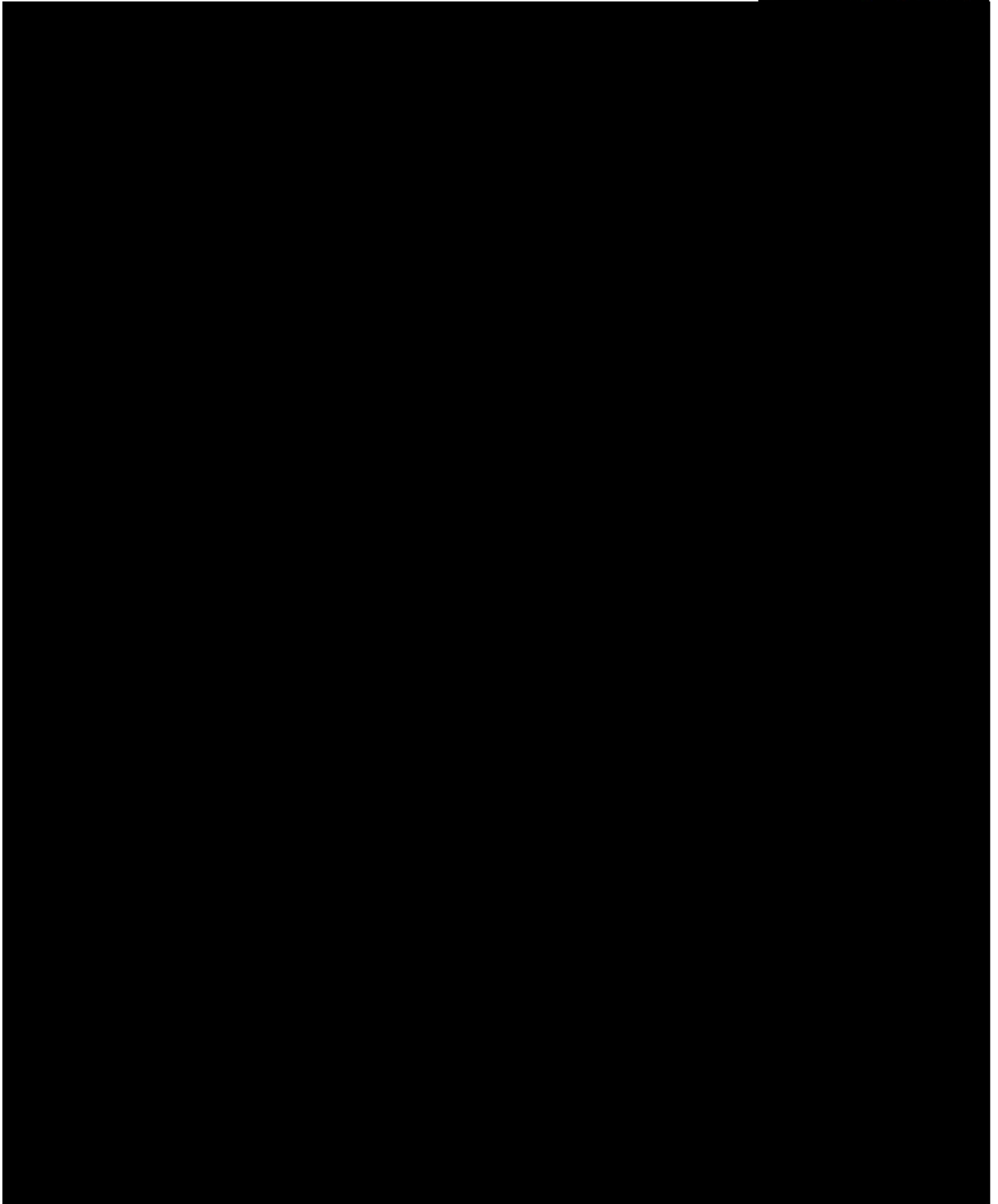


Please provide, in the table below, estimates of other costs that do not fit within any other cost headings









Total	£ 38,070.41
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* Please insert the amount to be invoiced net of any VAT for each deliverable

** Please insert the applicable rate of VAT for each deliverable

*** 20% of the total project budget is withheld and will be paid upon acceptance of a satisfactory final report by the agency.

VII. [Annex 4 – Supplier Tender]

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Diego Sprekeisen/HallMark Meat Hygiene Ltd

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Tender Application form for a project with the Food Standards Agency



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

TENDER SUMMARY

TENDER TITLE

A survey of AMR *E. coli* and *Listeria* spp. on raw, prepacked, farmed salmon fillets on retail sale in the UK.
 Lot 1. Survey design, sample collection at retail and transportation to the testing laboratory.

TENDER REFERENCE FS900350 - C210688

PROPOSED START DATE 03/01/2024

PROPOSED END DATE 03/02/2025

1: TENDER SUMMARY AND OBJECTIVES

A. TENDER SUMMARY

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

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Diego Sprekelsen/HallMark Meat Hygiene Ltd

CONFIDENTIAL**Background:**

Antimicrobial resistance (AMR) is a significant threat to global health, with potential consequences of 10 million AMR-related deaths by 2050. The UK, recognising the gravity of this issue, has established a 20-year vision and a 5-year AMR National Action Plan (NAP). The NAP accentuates the role of food safety in curbing AMR spread. The Food Standards Agency (FSA) has been pivotal in bridging evidence gaps on food's role in AMR, commissioning pivotal research and surveys. While past focus was on meats, there's an urgent call to expand to other commodities, notably raw salmon, given its rising antibiotic usage and recent *Listeria* outbreaks.

FSA's Evidence Gap:

The FSA's surveillance activities have predominantly focused on meats. However, there's a pressing need to expand AMR surveillance to other food commodities, including raw salmon. This expansion aims to provide evidence on potential AMR reservoirs in the food chain and consumer exposure pathways. The recent *Listeria* outbreak linked to smoked salmon and limited data on AMR in raw salmon underscore this need. The FSA aims to commission a survey on AMR *E. coli* and *Listeria* spp. in raw salmon fillets sold in the UK.

Our Approach:

To address the evidence gap identified by the FSA, we will undertake the survey design, sampling, and transportation components of the proposed survey.

Scope of Work

Our work will focus on Lot 1: Survey design, sampling, and transportation to the laboratory. We propose a 12-month sampling design, from January to December 2024, targeting 300 raw salmon fillets from UK retail outlets. These samples will be pre-packaged, labelled raw farmed salmon fillets, excluding other fish species, frozen salmon, wild salmon, and other salmon cuts. Using data provided by the FSA on salmon consumption and population data, we will produce a sampling plan representative of the UK market share. We will finalise sampling plans in consultation with FSA experts.

In addition to designing the survey, we will handle the sampling and transportation of collected samples to the lab. We will ensure robust sample identification, data recording, and appropriate sample handling. An Excel database will detail each sample's specifics, ensuring traceability and data integrity.

Conclusion:

Our proposed work aims to address the FSA's evidence gap on AMR in raw salmon. Through our comprehensive survey design, sampling, and transportation approach, we will provide valuable data to inform future research priorities and ensure food safety in the UK.

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CONFIDENTIAL**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**

O1	Design a pragmatic and cost-effective sampling plan, which is based on relevant data, is fit for purpose, realises the objectives, and ensures the methodology is clearly recorded and consistent for all parties.
O2.1	Ensure that all information relevant to the project concerned has been provided or requested and HallMark has full understanding of the sampling specification to meet FSA objectives and expectations.
O2.2	Ensure consistent communication of data and sample labelling between collection and the Laboratory performing the analysis.
O3	Ensure the plan is fit for purpose, agreed by FSA and the Laboratory and within the FSA objectives
O4	PROJECT LAUNCH. Ensure effective communication to all internal and external stakeholders regarding the project commencement.
O5.1	To identify/confirm suitable and sufficient office staff and surveyors and to ensure resources are in place to deliver efficient and accurate sample collection.
O5.2	Provide comprehensive and verified training to all Surveyors, ensuring consistent instructions and guidance for achieving uniformity in sample collection.
O5.3	Ensure Surveyors are equipped with necessary instructions, sampling equipment, and documents
O6.1	Ensure accurate reporting and timely achievement of objectives, deliverables, and required quality levels, driving continuous improvement
O6.2	Ensure sample collection or purchase by trained and competent staff in accordance with FSA best practice guidance.

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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.

Introduction and Proposed Study Design

In alignment with the specification requirements, we present a preliminary design for our sampling survey. This design, reminiscent of methodologies employed in previous years, offers flexibility for adjustments and awaits FSA's approval before the onset of sample collection. Post our Project Initiation meeting with the FSA and the designated laboratory, and upon receiving pertinent Market share data along with lab capacity and location details, this section will undergo a comprehensive review.

Our proposal is rooted in a holistic approach, meticulously crafted to meet the stipulated requirements and ensure the successful execution of the solution. This approach is multifaceted, encompassing study design, sampling methodology, data management, quality assurance, data transfer, and fostering collaborations with laboratories and regulatory entities.

1. PROPOSED STUDY DESIGN AND JUSTIFICATION OF THE APPROACH- SAMPLES FRAME DEVELOPMENT

Summary

We are introducing a provisional sampling design targeting the detection of AMR *E. coli* and *Listeria monocytogenes* in raw salmon sourced from UK retail outlets. Our design is adaptable, drawing inspiration from prior EU surveys, FSA guidelines, and AMR surveys. The key features of our design are:

1.1. Sample Numbers:

- In accordance with the specification, due to the absence of UK data on *E. coli* and *Listeria* prevalence in raw salmon, the FSA recommends a sampling of 300 salmon fillet samples (1 fillet per pack) to establish a new baseline.
- Contingency Plan: To account for potential missing samples, we'll incorporate an additional 5% of samples, mirroring the approach of previous AMR surveys. This results in a collection of 315 samples from UK retail outlets.

1.2. Sampling period/duration:

- The entire sampling process will span 12 calendar months, from January 2024 to December 2024. We aim for an even distribution throughout the year, dividing samples equally across the four quarters (approx. 75 samples per quarter) and collecting around 25 samples monthly. To capture seasonal variations and mitigate systematic differences across quarters, samples will be randomly allocated across the four quarters.
- HallMark will actively collaborate with the chosen laboratory to synchronise sample delivery schedules, ensuring the lab's processing capabilities are considered.
- A comprehensive proposed sample Schedule table is provided at the end of the response to Question 3 A (The Project Plan)

1.3. Laboratory Coordination:

- We will coordinate with the selected laboratory(ies) to establish a sample delivery schedule that aligns with their processing and storage capacities.

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- The proposed schedule and volume of samples depend on the laboratory's capacity to accommodate them.

1.4. Market Share Data:

- As per the specification, the FSA will furnish data on fresh, chilled salmon consumption (in kg), segmented by retailer, government office region, and monthly consumption patterns. This data is derived from Defra's latest Family Food dataset, which is based on the 2019/20 Expenditure and Food Survey.
- The FSA will also provide population metrics for local authorities to facilitate region-specific sampling.
- This data will guide the creation of a sampling plan that mirrors the UK market share.
- Our sampling will align with the market share data provided, and we will highlight the representation of different UK regions in our sampling.
- The final sampling plan will be refined in collaboration with FSA statisticians and microbiologists.

1.5. Sampling Region Selection:

- Samples will be allocated to each UK International Territorial Levels (ITL3) region using "proportionate stratified sampling", with distribution based on population metrics. The ITLs are analogous to the NUTS system, ensuring international comparability.
- Excluding the smallest ITL3 regions in the UK, samples will be sourced from all other regions. Regions that collectively account for less than 20% of the national population will be excluded. Any remote areas chosen will be substituted with geographically adjacent ITL3 regions or another region within the same ITL2. The term 'national' refers to the UK as a whole; however, we recognise the importance of ensuring that all regions, including Scotland, Northern Ireland, and Wales, are adequately represented in the sampling plan. Our approach in previous UK-wide AMR surveys was to exclude the smallest NUTS3 regions that collectively accounted for less than 20% of the UK population. This sometimes resulted in smaller sample sizes for Scotland, Northern Ireland, and Wales compared to England, based on population size. For this project, we will utilise the market share data provided by the FSA, derived from Defra's latest Family Food dataset, and population metrics for local authorities. This data will guide us in creating a sampling plan that is representative of the UK market share, ensuring that all regions, including those with smaller populations, are appropriately represented. We will refine the final sampling plan in collaboration with FSA statisticians and microbiologists, ensuring that it is statistically sound and aligns with the project's objectives. This collaborative approach will address the need for comprehensive coverage across the UK, including regions that may not individually account for a significant portion of the national population.

1.6. Retailer Selection:

- In line with previous AMR surveys, samples will be allocated proportionally to the market share of each retailer type.
- Where no suitable outlets exist in an ILT-3 region, then the sampling plan will be adjusted by swapping retailers between ILT-3 regions.

1.7. Sample Types:

- Our samples will align with the types specified by the FSA.
- The emphasis is on pre-packaged and labeled raw farmed salmon fillets available at retail, including those cultivated in both UK waters and overseas.
- Fresh (chilled) salmon fillets will be the primary focus, identifiable via their packaging label.

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- Fillets represent small rectangular portions extracted from a boneless salmon side.
- Efforts will be made to prevent sampling multiple raw salmon from identical batches.
- Exclusions encompass other fish species, frozen salmon, wild salmon varieties, other salmon cuts, and salmon fillets sold 'loose' at fishmongers, including supermarket fish counters. Additionally, any prepared or processed salmon variants will be excluded.

1.8. Selection of Purchase Points:

- Suitable outlets within each region will be identified through research on retailer websites.
- These outlets will be structured into collection routes ("runs") to maximise daily collections.
- Surveyors will mimic typical consumer behavior, opting for specific fresh (chilled) salmon fillet packages.
- Within a retail outlet, surveyors will have the autonomy to choose any appropriate fresh (chilled) salmon fillets, ensuring they emulate a "typical shopper" and avoid sampling multiple raw salmon from identical batches.

1.9. Comprehensive Review

The comprehensive review mentioned is a critical step in our project plan, ensuring that our methodology aligns with the FSA's requirements and the latest market data. This review will be conducted post-Project Initiation meeting with the FSA and the designated laboratory.

Scope and Function:

- The review will encompass the entire sampling project plan and methodology.
- It aims to align the project with the latest market share data and laboratory capacity information provided by the FSA.
- The review will focus on refining the sampling strategy, logistics, surveyor availability, equipment supply, and dispatch methods.

Duration and Objectives:

- The review is scheduled to be completed within one week of the Project Initiation meeting(s).
- The primary objective is to ensure that the sampling plan is pragmatic, cost-effective, and scientifically sound.

Review Process:

- The HallMark operations team, in collaboration with RVC consultants, will lead the review.
- We will incorporate feedback from the FSA (including the clarifications in this document) and the laboratory to refine our sampling methodology.
- The review will also address any potential risks and ensure that the project aligns with the FSA's objectives.

Authorisation:

- Following the review, a detailed project plan will be developed and submitted to the FSA for approval.
- We aim to complete the authorisation process allowing sufficient time for FSA review and feedback.

This comprehensive review is integral to our commitment to delivering a project that meets the FSA's standards and objectives. We are prepared to make necessary adjustments based on the FSA's guidance and the latest market data.

2. PROPOSED SAMPLING METHODOLOGY AND JUSTIFICATION OF THE APPROACH

Introduction

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HallMark is not only dedicated to the survey design but also to the meticulous execution of sample collection and transportation to the designated laboratory. Our methodology underscores the significance of rigorous sample identification, precise data recording and dissemination, stringent sample handling to mitigate cross-contamination risks, and the preservation of sample freshness and integrity through optimal temperature regulation and storage. We recognise the importance of close collaboration with the testing laboratory to ensure seamless sample handling, agree on delivery times, and facilitate the transfer of sample information.

2.1. Pre-Sampling Preparation:

To ensure smooth operations, HallMark has established national systems for equipment provision. We will supply all necessary and essential equipment that conforms to the expected requirements and quantity. Our procurement process involves sourcing from approved and reliable suppliers such as Icertech. Central storage facilities are in place to house and dispatch sampling equipment.

Before sampling commences, surveyors will receive an equipment form and are required to check the delivered equipment against this form. Confirmation of receipt or notification of non-delivery of equipment and accompanying documents will be promptly communicated to the SOT. We maintain a sustainable approach by recycling or repurposing any leftover consumables and equipment for future projects, minimising waste and promoting environmental responsibility.

2.2. Equipment

Each surveyor will ensure they have the following items for the collection of samples:

Table: Sampling Kit Unit Summary

Item	Use	Supplied by	Image
Cool box and ice elements	To keep samples cooled during transport, before final packing	Surveyor's own	
Grip seal clear polythene bags	To contain 1 sample per bag to prevent cross-contamination; then placed into a tamperproof sample bag with unique sample number	Supplied centrally by HallMark	
Tamperproof sample bag with unique number	To contain 1 sample (which is already contained in a clear grip seal bag)	Supplied centrally by HallMark	

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Sharpie Permanent Marker	To write Shipping details	Supplied centrally by HallMark	
Self-adhesive Document Wallets (to contain the laboratory submission letter)	The self-adhesive pouches serve as shipping labels, with the address of the laboratory showing through clear polythene.	Supplied centrally by HallMark	
Sample Protection Material such as bubble wrap, loose packing peanuts, recycled shredded paper etc.	To protect samples from getting damaged inside the consignment box.	Supplied centrally by HallMark	
Ice-Pads	Submerge in water until plump. Place in freezer 6-8 hours before use.	Supplied centrally by HallMark	
Icertech Insulation boxes and Icertech chill packs	For temperature-controlled sample packing	Supplied centrally by HallMark	
Packaging Tape	To seal the consignment box for dispatch.	Supplied centrally by HallMark	

We have carefully selected the above equipment based on its cost-effectiveness and proven performance.

2.3. Sampling Documents

The following sampling documents will be supplied to each surveyor and used in the collection process:

Sampling Document	Description
Sampling Instructions Document.	This provides information for the Surveyor, including the clearly defined methodology to follow. Surveyors must follow the correct procedure for the collection of samples, as described in this document
Sampling Steps Checklist.	A laminated tick list containing all important sampling steps to aid in following the sampling methodology.

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Sample Request Form (weekly shopping list)	This contains weekly sampling information such as type and numbers of samples, retailer(s) group, region; purchase location number and name, product categories etc.
Data Collection Form (Offline-printer friendly)	Used for survey data collection at the time of purchase, packaging, and dispatch.
Online Survey Data Collection Form	Required for sample logging and reporting data back to the HallMark Operations Team and the selected laboratory. The HallMark Sampling systems (HMX) can be accessed using almost any web browser, including mobile smartphone and tablet browsers.
FSA Notification Leaflet	To notify small retailers at the time of purchase.
Laboratory submission letter Document	To be sent with the batch of collected samples to the laboratory.
Shipping labels	Self-adhesive Document Wallets: the self-adhesive pouches serve a double purpose as shipping labels and contain relevant documents/information, with the address of the Laboratories showing through the clear polythene. • Courier labels • Packages must be clearly labelled "PERISHABLE"

2.4. Sample Request Notification

HallMark Operations Team will assign collections to Surveyors each week using the HallMark Sampling System (HMX).

The Sample Request Form or Shopping lists can be downloaded from the HMX data system online.

The shopping list contains:

- The list and numbers of samples to be obtained each week.
- Retailer(s) name and address
- Region; purchase location number and name
- Region including purchase location number and name.
- Food item and food Category
- Further detail on description/purchasing instructions.
- Advice for the selection of a specific product
- Storage Temperature requirements at laboratory (Frozen or Chilled)
- Packing Requirements
- Laboratory delivery address

2.5. Retail Sampling Process

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2.5.1. Sampling Request Form:

- Surveyors will consult Sampling Request Form and organise collections for that week.

2.5.2. Sample Purchase:

- **Sample Selection:** To ensure the freshness and quality of the salmon fillets, our surveyors will specifically select samples from the back of the refrigerator cabinets at retail outlets. This practice is based on the understanding that samples located at the back are generally fresher and maintained at a more consistently low temperature.
- **Timing of Purchase:** Samples will be purchased early in the day, so they can be sent on the same day to the laboratory.
- **Verification of Use-By Date:** Our surveyors undergo training and will be explicitly guided to verify the "use by" date on each sample. This ensures that the samples remain valid and within the recommended consumption period at the time of testing.

2.5.3. Notification to Retailers:

- For 'Small Retail Outlets', Surveyors will issue a leaflet from the FSA to inform them at the time of purchase that samples have been taken from their establishment and what it will be used for. The leaflet will be issued once samples have been purchased to avoid outlet owner's participation issues. Hard copies of the FSA Notification Leaflet are supplied centrally by HallMark Operations Team together with the other documentation and the relevant equipment.
- Surveyors do not need to provide the FSA Notification leaflet to 'large retail outlets'. The HallMark Operations Team will notify their headquarters, rather than providing a letter to the individual store manager at the time of purchase.

2.5.4. Photographs:

- Microbiological Survey protocols require high-resolution digital photographs to be taken of the samples on receipt at the analysing Lab. Photographs are to be taken before the samples are packed and dispatched to the laboratory, which shall include the labelling including front, back, peel and reveal labelling and the unique sample number. This will ensure that all product information, including durability dates (e.g., use by or best before dates), any approval codes, storage and handling instructions, etc. are included.
- Photographs taken by the Surveyors are uploaded in the HallMark Sampling System (HMX). Similar to previous surveys, access will be given to the selected Laboratory as part of data transfer and innovative solutions.
- Any photographs taken outside the laboratory environment will be taken with the sample inside the transparent large grip seal bag to avoid cross contamination.
- Each photograph is uploaded for each sample which contains the corresponding unique sample number to allow for traceability.

2.5.5. Packaging and temperature control:

- Samples are placed inside a **large, sterile, grip sealed bag** to ensure cross contamination with other samples, hands and surfaces is avoided. (See cross contamination precautions section below)
- The bag containing the sample will be placed inside a **tamperproof sample bag** and sealed. This provides the identification of each sample through individual numbering and barcoding (unique sample number), plus a tear-off receipt at the top of the bag which carries the same number as the bag. The number must be quoted in any correspondence about the sample. Once sealed, the bag will not be opened until the sample has reached the laboratory.

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- Samples will be kept chilled from the time of sampling until delivery to the laboratory by storing them inside the **Insulated Shipping Box** containing **gel freezer packs**. Freezer packs will be placed in a freezer at least 48 hours before sampling and are held frozen until use. These will be kept away from direct contact with the samples using the polystyrene divider or **bubble wrap**. Bubble wrap is also used to secure the sample in the box when loose.
- Insulated Shipping Boxes are to be **closed securely**. It is important that a box is not left open or closed without gel freezer packs for any length of time as this may damage the sample. Packaging tape is used to seal the consignment box for dispatch.
- Once sealed, an **adhesive address label** (provided) is attached to the outer carton across the sealed joint.
- A **laboratory submission letter** is completed for each box consignment and placed in the self-adhesive document wallet adhered to the consignment box. The number of samples in a consignment box will correlate with the number entered on the form. The self-adhesive transparent document wallet is adhered to the outer surface of each consignment box and acts as an address label for the relevant laboratory.
- The sealed consignment box is finally placed in a cool area/cool room and away from direct sun light/heat until dispatch is arranged.

2.5.6. Dispatch of samples:

- Samples will be dispatched to the Laboratory from **Monday to Wednesday only**, avoiding bank holidays and public holidays, so the samples do not arrive outside of laboratory hours.
- Samples will be delivered to the laboratory with a target of a maximum of **24 hours from purchase**. To achieve this, use DHL which guarantees delivery before 10.30 am the following day. There is no weight limit for a consignment of multiple parcels. This service offers excellent flexibility around collection, including collection from a stated location, a local DHL depot. Delivery covers most UK destinations, is fully tracked.
- If the laboratory is close to the home address of the Surveyor, close to the outlet or along the route of the Surveyor's journey, the Surveyors would deliver the samples to the laboratory directly in their own vehicle.
- However, we are flexible, and FSA and the selected Lab may have other preferred options which HallMark could easily adopt, such as Parcel Force, APC nationwide Next day delivery, Top Speed Couriers next day service; other local couriers or refrigerated vehicles from the selected lab (share of cost and resources) where the cost is found to be more competitive.

2.5.7. Steps to be taken if the samples are not received by the testing laboratory within 24 hours timeframe.

- **Immediate Notification:** If a sample is delayed and not received within 24 hours, HallMark will immediately notify both the laboratory and the FSA. This notification will include details of the delay and the expected time of arrival.
- **Assessment Upon Arrival:** Upon arrival at the laboratory, the sample's condition will be assessed. If the sample is deemed unsuitable for testing due to the delay, it will be discarded.
- **Resampling Procedure:** In cases where samples are discarded, HallMark will liaise with the sampler to arrange for a resample at the earliest opportunity, ideally during the next scheduled collection. This ensures minimal disruption to the overall sampling timeline.
- **Contingency Samples:** Our project plan includes a 5% contingency for additional samples. This allows us to accommodate and replace samples that arrive outside the 24-hour window or in an unassayable condition.
- **Documentation and Reporting:** All incidents of delayed samples and subsequent actions will be documented and reported to the FSA and laboratory. This ensures transparency and allows for any necessary adjustments to the project plan.

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- **Review and Adjustments:** Should there be recurrent issues with sample delays, we will review our transportation arrangements and make necessary adjustments to prevent future occurrences.

We are committed to maintaining the highest standards of sample integrity and will take all necessary steps to ensure that samples are delivered within the specified timeframe and in a condition suitable for analysis.

2.6. Cross-Contamination Precautions

It is essential that cross-contamination is avoided during the retail sampling process and that samples are transported to the nominated laboratory under defined protocols and time restrictions. Precautions will therefore be taken at all stages to ensure that the equipment used during sampling, transport and storage is not contaminated with the pathogens investigated in the Survey. Briefly a single sample from the selected retailer is to be collected and placed into one of the large grip seal bags, sealed and then placed into a second numbered large tamperproof sample bag and sealed. The samples are to be packed into the chilled Insulated Shipping Box and sent to the selected laboratory for testing.

Surveyors will take the following steps to ensure avoidance of cross contamination:

- **Sample Selection:** We only select pre-packaged and labelled raw farmed salmon fillets. This ensures that the samples are untouched and uncontaminated prior to our handling.
- **Packaging Integrity:** Each selected sample undergoes a thorough inspection to ensure the packaging is intact. Any samples with compromised packaging are immediately discarded.
- **Sample Segregation:** Each sample is treated as a unique entity. They are always kept distinct from other samples collected on the same day.
- **Sequential Handling:** The handling, wrapping, and packing processes are executed one sample at a time to eliminate any chances of mix-up or contamination.
- **Use of Dedicated Packaging Materials:**
 - **Grip Seal Clear Polythene Bags:** Each pre-packed sample is placed into its own sterile, grip seal bag to ensure cross contamination with other samples, hands and surfaces is avoided.
 - **Tamperproof Sample Bags with Unique Number:** the grip seal bag containing the sample is then placed into a tamperproof sample bag and sealed with a unique number. These bags ensure that each sample is securely sealed and uniquely identified, further reducing the risk of cross-contamination. Once sealed, the bag will not be opened until the sample has reached the laboratory.
 - **Additional Sample Protection During Transit:** We use bubble wrap to protect samples from damage inside the consignment box, further ensuring the integrity of each sample.
 - **Insulated Shipping Boxes** are to be closed securely with the samples inside using packaging tape. This process is carefully managed to maintain the quality and integrity of each sample.
- **Equipment Reuse and Sanitisation:** If equipment like ice-pads and boxes are reused, they are sanitised by the laboratory before being returned to us, ensuring they are safe for subsequent use.
- **Documentation and Traceability:** Every step of the sample handling process is documented for traceability, including the inspection of packaging integrity and the temperature logs during transportation.

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- **Testing and Laboratories Feedback:** we place significant emphasis on the feedback and verification process upon the samples' arrival at the laboratory. This process is crucial in ensuring the integrity and suitability of the samples for testing.
 - **Data Verification:** Upon receipt, the laboratory cross-checks the information recorded by the surveyor for accuracy and completeness.
 - **Packaging Integrity Assessment:** The laboratory assesses the condition of the packaging to ensure it remains intact and hasn't been compromised during transit.
 - **Recording Essential Details:** The laboratory meticulously logs critical details such as the date and time of the sample's receipt, the temperature of the sample upon arrival, verification of the sample's use-by date before testing, and the date and time when testing was conducted.
 - **Criteria for Testing:** Samples exhibiting damaged packaging, temperatures exceeding 8 degrees Celsius, or those past their use-by date are deemed unsuitable for testing.
 - **Handling Rejected Samples:** Any samples that don't meet the testing criteria are duly noted. In such cases, HallMark collaborates with the surveyor to facilitate the collection of replacement samples.
 - **Feedback Mechanism:** The laboratory leverages the HMX system to provide real-time feedback, including confirming the acceptance of samples and appending the test findings to the respective documents.
 - **Monthly Reporting:** For record-keeping and transparency, a monthly Excel spreadsheet detailing the samples is shared with both the testing laboratory and the FSA.

2.7. Data Collection of Sample Information & reporting Data to HallMark, Laboratories and FSA

HallMark is committed to ensuring the timely sharing of sampling details with the laboratory and the FSA in an agreed accessible format throughout the project. We have implemented a comprehensive data management system and communication protocols to facilitate this process. Our approach includes the following:

Data Management System:

We have developed a robust data management system, the HallMark Sampling System (HMX), which enables efficient storage, organisation, and retrieval of sampling data. This system ensures the integrity and security of the data throughout the project duration. The HMX allows for real-time data entry, providing live access to sampling details, eliminating the need for version control. This enables us to effectively communicate critical information in a timely manner, facilitating prompt actions and response as necessary.

Screenshot of the HallMark Sampling System (HMX)

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Sampling Data Recording:

Surveyors are required to record detailed information about the samples collected, adhering to the agreed protocols. This information guarantees traceability of the samples and includes essential data as per specification requirement, such as:

- A unique sample number
- Date and time of purchase
- Retail outlet name and address
- Brand name (if any)
- Skin or skinless
- Product full text description
- Batch/lot number
- Local Authority approval/registration number (GB number, if available)
- Durability date (e.g., use by date or best before date)
- Country of origin information
- Product weight/size
- Type of packaging
- Sample purchase cost
- Storage and handling instructions, if available
- Farm details (e.g., name, address and postcode)
- Date and time sample dispatched to the testing laboratory
- Temperature of sample

Additionally, photographs of all labelling, including front, back, and peel and reveal labels, are uploaded to ensure accurate product information capture.

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2.8. Quality Control

As part of our quality control measures, our central support team conducts remote monitoring of the HMX system. The recorded data and uploaded photographs are thoroughly checked against each sample to ensure accuracy and completeness. This quality control process ensures that the required product information, including durability dates and instructions, is included in the documentation. Each photograph is linked to the unique sample number to allow for traceability.

2.9. Data Transfer

The HMX system stands at the forefront of our data transfer process, offering a streamlined and real-time transmission of data to both laboratories and the FSA. Here's a breakdown of its capabilities and advantages:

- **Real-Time Transmission:** As data gets entered into the HMX system, it's instantly relayed, allowing for immediate tracking of the sampling process. This eliminates any concerns related to version control.
- **Immediate Access:** This system ensures that both the laboratory and the FSA always have their fingertips on the most current sampling details, enhancing efficiency and accuracy.
- **Automated Reporting:** The HMX system is equipped to auto-generate an Excel spreadsheet that lists all the collected products. This report provides comprehensive details about each sample.
- **Flexible Delivery Options:** While the spreadsheet can be directly accessed through the HMX system, we also offer the option to send it to the FSA via a password-protected email, aligning with the specifications provided.
- **Photograph Accessibility:** While the FSA and the lab can directly access the sample photographs through the HMX system, we recognise the specification's requirement for a separate electronic file. Thus, we can also furnish the FSA with a distinct file containing all the sample photographs.

In essence, the HMX system is designed to provide a seamless, efficient, and secure data transfer experience, ensuring all stakeholders have timely and accurate access to the required information.

2.10. Testing and Laboratories Feedback

Upon the samples' arrival, the laboratory undertakes a meticulous verification process:

- **Data Verification:** The laboratory cross-checks the information recorded by the surveyor to ensure accuracy and completeness.
- **Packaging Integrity:** The condition of the packaging is assessed to ensure it remains intact and hasn't been compromised during transit.
- **Recording Essential Details:** The laboratory meticulously logs the following:
 - Date and time of the sample's receipt.
 - Temperature of the sample upon arrival.
 - Verification of the sample's use-by date before testing.
 - Date and time when testing was conducted.
- **Criteria for Testing:** Samples that exhibit damaged packaging, temperatures exceeding 8 degrees Celsius, or those past their use-by date are deemed unsuitable for testing.
- **Handling Rejected Samples:** Any samples that don't meet the testing criteria are duly noted. In such cases, HallMark collaborates with the surveyor to facilitate the collection of replacement samples.
- **Feedback Mechanism:** The laboratory leverages the HMX system to provide real-time feedback. This includes confirming the acceptance of samples and appending the test findings to the respective documents.

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- **Monthly Reporting:** For record-keeping and transparency, a monthly Excel spreadsheet detailing the samples is shared with both the testing laboratory and the FSA.

HallMark's rigorous data collection, management, and reporting protocols underscore our commitment to ensuring the precise and prompt dissemination of sampling details to both the laboratory and the FSA.

B. INNOVATION

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

HallMark Sampling System - A Paradigm Shift in Data-sharing

The HallMark Sampling System (HMX) is a custom-built platform (an Innovative IT tool) for managing sampling projects that enables management of the entire sampling process, connecting with multiple Laboratories and FSA projects.

The system is based on tried and tested operational experience working for the FSA in sample collection across a range of wide variety of sampling projects. In a nutshell, the system assists with the following important tasks:

- Surveyors access to project sampling data to inform their local sampling plans
- Easy access to shared sampling data
- Central co-ordination including assignment of samples to Surveyors and management of sample requests
- Access to real time report spreadsheets, managing version control and reducing the need for email traffic
- Sourcing of sampling equipment monitoring stock control
- Schedule sampling days and notification to HallMark central teams and Laboratories so workload can be planned in advance (this is extremely useful for Laboratories based on operational feedback)
- Access to relevant information to prepare the collection
- Recording of communications relevant to individual samples
- Easy sample data logging and upload of receipts and photographs for checking (QC)
- Notification to the central team and Laboratories on completed collections and or non-collections
- Data accuracy and centralised quality control systems
- Rapid electronic transfer of sample information from Surveyors to Laboratories, and vice versa such as laboratory feedback, confirmation of receipt, acceptance or request for re-samples
- Added value to Laboratories avoiding data duplications.
- Centralised storage of standardised sampling data
- Centralised updates to bring the system in line with changes
- Ability to link the sampling database with multiple laboratories and FSA client

An Innovative Team

Our adaptability is our strength. We are flexible in methodology and approach and could adapt to any other existing system. We could use equipment sourced by Laboratories, adopt alternative preferred delivery options and can set up any preferred system quickly.

A Flexible Sampling Plan

Our proposed sampling design isn't rigid. It's malleable, accommodating lab preferences and awaiting FSA's nod before kickstarting sample collection. We propose a provisional design for a sampling survey which is flexible to changes, lab preferences and FSA approval before commencement of sample collection. The final detailed sampling plan will be settled with the FSA. If the sampling plan is reviewed for efficiencies resulting in an increased number of samples per day and reduced

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number of sampling days, this could offer cost savings. The financial template has currently been completed using the following assumptions:

- Spread delivery across 12 months (1 year) of 315 samples (including 5% contingency)
- Average 75 samples per quarter
- Average 25 samples per month
- 1 sampling week every month
- Avoiding Christmas, Easter, bank holiday and half term
- Average hours per sampling day/per collector: 10 hours/day (includes Travel, purchase, admin and postage)
- Average Samples per day per collector: 6.5 samples/day
- Total hours: 485 hours
- Number of sampling days: 48 per year
- Average Samples per box= 6 samples/box

4. Innovative and Flexible working practices for handling multiple analytical Laboratories or contractors

We already have experience of doing this. HallMark has worked with multiple Laboratories such as Animal and Plant Health Agency Weybridge, Public Health England (York, London and Porton Down sites), Agri-Food and Biosciences Institute Northern Ireland, FERA and Premier Analytical Services. The HallMark IT system has been designed to support a secure multi-lab analysis strategy.

5. Innovation and Efficiency from combined projects

Where possible HallMark would offer the FSA an opportunity to make savings through combined project delivery. HallMark would work closely with the FSA to identify additional FSA projects completed by either the Food Policy or Food Science Units that may be suitably designed to adopt an integrated delivery model approach. This would offer cost savings for other sampling projects.

In essence, our approach to innovation is holistic, encompassing technology, strategy, and collaboration. We're not just offering a service; we're offering a future-ready solution.

Adjustment of Salmon Fillet Sample Costs in Financial Proposal:

In our financial proposal, the estimated cost per salmon fillet sample has been determined using a conservative approach to budgeting. This approach takes into account the variability in retail prices and the potential impact of inflation, leading us to use a higher rate in our tender. This decision was made to minimize financial risks and ensure the robustness of the project budget against market fluctuations.

We acknowledge the FSA's requirement for cost efficiency and transparency. To this end, we commit to the following:

- **Monitoring and Adjustment:** We will closely monitor the actual market prices of salmon fillets throughout the sampling period. Our team will record the actual price per sample in the HallMark Sampling System (HMX), along with copies of the purchase receipts. This will facilitate detailed tracking of the actual purchase costs.
- **Invoice Adjustments:** Should the actual cost of salmon fillets be lower than our estimated cost at the time of purchase, we will adjust the invoicing accordingly. This ensures that the FSA is billed only for the actual costs incurred, reflecting any savings achieved due to lower market prices.

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- **Transparency and Accountability:** Our approach ensures transparency in financial reporting and accountability in cost management. We will provide the FSA with a detailed breakdown of the actual costs incurred for the salmon fillet samples, supported by the data recorded in HMX and the corresponding receipts.

This approach aligns with our commitment to delivering the project within the allocated budget while ensuring that the FSA benefits from any cost savings achieved during the project execution.

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.

Overview

Our project plan is comprehensive and based on a sound process design that ensures quality and delivers final reports in line with the expectations of the FSA. It will be further refined and validated through the upcoming FSA clarification meetings, where we will confirm satisfaction with the sampling methodology, preparation, collection, and equipment readiness. We have also adopted the innovative HallMark Sampling System (HMX), a customised software solution tailored to meet the specific requirements of this project. Additionally, we have implemented a parallel Surveyor training program to ensure proficiency in data collection. Our commitment is to deliver all objectives and deliverables on time, meeting the high-quality standards set by the FSA.

Introduction

This section outlines the tasks and sub-tasks necessary to achieve the objectives outlined in Section 1B of this application. A detailed project plan, including linked objectives, deliverables, deadlines, and resource allocation, can be found at the end of this section. This visual flowchart illustrates the proposed plan in its entirety.

Tenderers Notified of Outcome of Appraisal

Completion by 1st December 2023

Contract Awarded and Signed

Expected completion by 22nd December 2023

1. Survey Pre-Design (this document)

Objective 1: Design a pragmatic and cost-effective sampling plan, which is based on relevant data, is fit for purpose, realises the scientific objectives, and ensures the methodology is clearly recorded and consistent for all parties.

We propose a sampling plan and methodology as described in the scientific approach/scope of work. Our design remains flexible to accommodate potential changes and will undergo FSA peer review and approval before implementation.

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2. Project Initiation Meeting(s)

Expected completion: 10th January 2024.

The project initiation meeting is projected to occur in January 2024. With our sampling set to begin on 29/01/2024, we aim to complete the meeting by 10th January 2024 at the latest.

According to the project specifications, the FSA will supply data on the market share of fresh, chilled salmon consumption. This data will be segmented by retailer, government office region, and monthly consumption patterns. Additionally, the FSA will provide population metrics for local authorities, aiding in region-specific sampling. We anticipate receiving this data upon contract award, ensuring we are well-prepared for the project initiation meeting.

2.1. Project Initiation Meeting with FSA

Objective 2.1: Ensure that all information relevant to the project concerned has been provided or requested and HallMark has full understanding of the sampling specification to meet FSA objectives and expectations.

Following the contract award in December 2023, we plan to hold the project initiation meeting as early as possible. Given our sampling phase's timeline—from end of January 2024 to December 2024—we aim to hold this meeting no later than 10th January 2024.

Post-contract award, the HallMark Project Manager and RVC consultants will collaborate with the FSA to clarify any aspects of the sampling plan. Our goal is to ensure mutual understanding and alignment on the sampling specifications. We'll also liaise with the laboratory to synchronize protocols. Communication avenues will include face-to-face meetings, emails, and phone calls.

During this meeting, we'll demonstrate the capabilities of the HallMark Sampling System (HMX) to both the lab and the FSA, ensuring a consensus on the preferred data transfer and storage formats.

2.2. Project Initiation Meeting with Laboratory (Sample Plan Synchronisation)

Objective 2.2: Ensure consistent communication of data and sample labelling between collection and the Laboratory performing the analysis.

We recognise the importance of close collaboration with the testing laboratory. This ensures accurate sample handling, timely deliveries, and efficient data transfer. We'll consider the laboratory's requirements for both sample collection and transportation, ensuring alignment with their testing timelines.

Whenever feasible, the FSA project initiation meeting will also include the laboratory. HallMark will work closely with the analysing laboratory to validate the sampling plan and finalize handover protocols. Our existing relationships with labs such as APHA, UKHSA, AFBI and FERA will be leveraged.

Our history with labs like APHA Weybridge, UKHSA Porton, UKHSA London, and AFBI (Ireland) ensures smooth coordination due to our familiarity with their protocols. The HallMark system's ability to integrate with multiple laboratories and the FSA offers an optimal solution for efficient data management.

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HallMark already works very closely with the selected laboratory UK Health Security Agency (UKHSA) (York, London and Porton Down sites) in other Microbiological surveys. We are very familiar with their hand-over protocols and have been in close communications with them in multiple projects. The HallMark ability to link the sampling database with multiple laboratories and FSA provides an ideal solution for a multi labs survey.

During the meeting with the (UKHSA) laboratory, we aim to confirm:

- Laboratories' Key Contacts: the primary contact is contact Caroline Willis.
- Sample Size: size/weight of the salmon being purchased will be confirmed with the lab. For this proposal we have taken a conservative approach to the purchase cost of the salmon to ensure that we cover all potential variations until we have this confirmation.
- Laboratories' Capacity: Agreeing on a schedule and ensuring the labs can handle the proposed sample volume. We are already aware that UKHSA Porton, UKHSA London, and AFBI (Ireland) can easily handle approximately 10 samples/month for each of their three labs, and this arrangement is suitable for them.
- Labelling Protocol: Ensuring traceability through standardised labelling and submission letters.
- Sample Numbering: Using tamper-proof bags with unique printed numbers.
- Temperature Conditions: Ensuring samples are kept between 2 and 8°C and that the lab records temperatures upon sample arrival.
- Delivery Arrangements: Coordinating sample collection and delivery times to optimize laboratory testing costs.
- Data Reporting Requirements: Confirming the continued use of the HallMark Sampling System (HMX) for data transfer.
- Testing and Laboratory Feedback Protocols: Establishing protocols for sample acceptance, rejection notifications, and coordination for additional samples if needed.

The collaboration and agreement reached during the project initiation meeting with the laboratory will ensure a smooth and effective partnership for the successful execution of the project.

3. Establish the Sampling Project Plan and Methodology

Expected completion by 17/01/2024.

The Sampling Project Plan serves as a comprehensive document that outlines the timelines, objectives, deliverables, sampling frames, responsibilities, participants, and full project cost. It is a dynamic plan that will be reviewed and amended by the HallMark operations team in light of the clarification meeting(s) and FSA expert peer-review. This ensures that the plan aligns with the agreed-upon sampling methodology and project requirements.

As part of the plan development process, detailed purchasing instructions will be formulated closer to the designated time. These instructions will encompass the following aspects:

3. Logistics of the sampling collection: Confirmation and testing of the logistics arrangements will be carried out to ensure a smooth and efficient process for sample collection.
4. Availability of Surveyors: Adequate measures will be taken to ensure that qualified Surveyors are available to fulfil the requirements outlined in the sampling plan.
5. Supply of Sufficient Equipment: The necessary equipment required by the Surveyors will be provided to enable them to conduct the sampling activities effectively.
6. Methods of Dispatch to Laboratory: The most reliable and consistent methods for dispatching the collected samples to the laboratory for analysis will be confirmed and implemented.

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The provisional target is to complete the establishment of the Sampling Project Plan and Methodology **within one week of the Project initiation meeting(s)**, with the aim of achieving this milestone by 17/01/2024.

4. Authorisation of Sampling Project plan, cost and methodology. (peer review of design by FSA)

Objective 3: To ensure the plan is fit for purpose, agreed by FSA and Laboratories and within the FSA objectives.

Deliverable 1 (D1): A comprehensive Project plan defining all sampling work and reporting to be undertaken, Scope of Work, and Pricing Schedule, as agreed with the FSA by the specified date.

Upon the award of the contract and completion of the Project Initiation meeting(s), HallMark will submit a more detailed sampling design, if required, to address any additional clarifications raised during the discussions with the FSA. This design will further refine the sampling methodology and ensure its alignment with the project objectives.

The Project plan, encompassing all aspects of the sampling work, reporting requirements, Scope of Work, and Pricing Schedule, will be developed and shared with the FSA for their review and approval. This plan will be submitted via email for verification and endorsement before the commencement of the project activities. HallMark will diligently address any feedback received from the FSA, make necessary amendments, identify potential risks, and seek the required authorisations.

The provisional target is to complete the authorisation process within two weeks of the Project initiation meeting(s), aiming to achieve this milestone by 24/01/2024. This timeframe allows sufficient time for the FSA to review the Project plan, provide feedback, and ensure that all elements of the plan meet the required standards and align with the objectives of the project.

5. Project Launch

Objective 4: Ensure effective communication to all internal and external stakeholders regarding the project commencement.

Upon receiving FSA authorisation, the project will be officially launched, marking the start of the survey activities. Our target start date is set for 24th January 2024, providing adequate time for all necessary preparations and ensuring a smooth transition into the sampling phase. The project launch signifies the commitment to carry out the survey in accordance with the approved plan and objectives.

6. Sampling Preparation

This section outlines the essential activities required to ensure efficient and accurate sample collection by adequately preparing our resources. Our primary focus is on equipping Surveyors with a clear understanding of their roles and responsibilities, enabling them to execute the sampling program smoothly and efficiently. The subtasks related to sampling preparation, outlined below, are scheduled to commence upon tender notification award.

6.1. Confirmation of the Workforce

Objective 5.1: To identify/confirm suitable and sufficient office staff and Surveyors and to ensure resources are in place to deliver efficient and accurate sample collection.

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Targeted completion by 08/01/2024.

The list of selected Surveyors will be incorporated into the sampling list spreadsheet and HMX, ensuring transparency and accountability in the allocation of samples. Prior to the project launch, HallMark has already pre-identified a pool of 13 competent Surveyors located Nationwide. Additionally, we have an adequate number of office staff in place to support the project requirements. Once the plan is authorised, specific individuals will be assigned samples, and their names will be confirmed accordingly. Each Surveyor will be responsible for collecting samples from one or more designated locations. In the event that additional Surveyors are required, HallMark possesses the capability to promptly allocate the necessary staff resources. Consequently, any unavailability of a particular staff member will not impact the overall project timeline.

Our interim goal is to wrap up this phase within two weeks of the contract's award. By completing the confirmation of our workforce by 08/01/2024, we ensure that all necessary personnel are identified and prepared to undertake their roles effectively, guaranteeing a seamless execution of the sampling program.

6.2. Training

Objective 5.2: Provide comprehensive and verified training to all Surveyors, ensuring consistent instructions and guidance for achieving uniformity in sample collection.

6.2.1 Finalise Surveyors training pack & Test

Expected completion by 24/01/2024.

HallMark has accumulated training materials from previous AMR surveys, which will be reviewed and updated as necessary to align with the specific requirements of this project. The HallMark SOT will diligently finalise the relevant training materials, including PowerPoint presentations and a comprehensive training schedule. The objective is to ensure that all training materials are accurate, up-to-date, and tailored to effectively train the Surveyors. The provisional target is to complete this task within two days of the Authorisation of Sampling Project plan, cost and methodology.

6.2.2 Delivery of the training

Targeted completion by 25/01/2024.

Prior to the training event, each Surveyor will receive the Sampling Instructions Document, providing them with essential information and guidelines for sample collection. It is imperative that all samples are collected strictly in accordance with the instructions outlined in this document to maintain consistency and reliability throughout the survey.

To facilitate effective project alignment and create a shared understanding of the project's objectives, challenges, and solutions, a project start-up webinar workshop will be organised. This webinar will serve as a refresher training session, particularly for Surveyors who have previously participated in similar AMR sampling initiatives. The workshop will ensure that all project staff are synchronised with the project's aims and objectives, promoting a cohesive and collaborative approach to meet deadlines and deliver high-quality outcomes.

Training for HMX Sampling System Software: Our pre-selected surveyors, who are already engaged in sampling collection for HallMark's FSA commitments, including current Microbiological Survey AMR projects, are well-versed with the HMX sampling

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system software. We ensure that any new recruits receive comprehensive training on HMX as part of our standard onboarding process.

Data Backup and Contingency Procedures: To mitigate any potential software failure, we have established robust data backup and recovery protocols. These include:

- **Hourly Database Backups:** Our approach to data security involves hourly database backups, with a rotation system and off-site storage. This ensures the safety and quick recoverability of our data within the HMX system.
- **Weekly CSV Reports:** Complementing our backup strategy, we generate weekly CSV reports from the HMX system. These reports offer a comprehensive and current overview of the sampling data, crucial for tracking project progress and maintaining data integrity, even in the face of technical challenges.

Note: Additional details regarding data security measures specific to the HMX system are outlined under the Q7 C) Quality Management, Data Protection section, and the Risk Management question.

6.3. Equipment Preparation and Dispatch

Objective 5.3: Ensure Surveyors are equipped with necessary instructions, sampling equipment, and documents.

Targeted completion by 22/01/2024.

The provisional target is to complete this task one week before sampling commences. HallMark will diligently prepare and assemble all required sampling packs and documents, ensuring that Surveyors are provided with the necessary tools and resources to carry out their sampling activities effectively. We will verify that each sampling pack is complete and contains all essential components before dispatching them to the designated Surveyors.

6.4. Configure Sample Software (HMX) and Test

Targeted completion by 22/01/2024.

To streamline data collection, minimise human error, and enhance communication efficiency, HallMark utilises a customised sampling software called HMX. This software is specifically designed to facilitate data management, allowing multiple users, including the FSA and Laboratories, to access and utilise the system simultaneously. The HMX software can be tailored to meet the specific sampling requirements of each project.

Given our previous experience with similar projects, our HMX system is already configured and tested. We will upload the relevant data specific to this project into the system, ensuring it aligns with the specified requirements. The provisional target is to complete this task within two days of Authorisation of Sampling Project plan, cost and methodology. The HMX system is fully adapted and includes all the necessary information related to the samples as per the project's specifications. Additionally, the system enables real-time reporting, allowing for progress updates to be shared with the FSA and facilitating laboratory scheduling for efficient sample processing.

7. Execution of Sampling Plan and Reporting

Sampling Commences: 29/01/2024 to 04/12/2024

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We propose to initiate sample collection on 29/01/2024. The project has been designed based on the following assumptions:

- Spread delivery across 12 months (1 year) of 315 samples (including 5% contingency)
- Average 75 samples per quarter
- Average 25 samples per month
- 1 sampling week every month
- Avoiding Christmas, Easter, bank holiday and half term
- Average hours per sampling day/per collector: 10 hours/day (includes Travel, purchase, admin and postage)
- Average Samples per day per collector: 6.5 samples/day
- Total hours: 485 hours
- Number of sampling days: 48 per year
- Average Samples per box= 6 samples/box

Please refer to the table at the end of this section for the proposed schedule of sample collection.

7.1. Ongoing Quality Reviews

Objective 6.1: Ensure accurate reporting and timely achievement of objectives, deliverables, and required quality levels, driving continuous improvement.

Deliverables (D2 – D4):

- 7.1.1. D2- Delivery Q1 Review Point (Jan-March 24) including the Excel summary report by 01/04/2024
 7.1.2. D3- Delivery Q2 Review Point (April -June 23) including the Excel summary report by 01/08/2024
 7.1.3. D4- Delivery Q3 Review Point (July -Sept 24) including the Excel summary report by 01/10/2024

The ongoing quality control mechanisms include:

- Authorisation of outputs as agreed with the FSA.
- Online review of collection progress against the plan, with a dedicated operations team monitoring the work.

Throughout the project, HallMark will maintain open channels of communication with the laboratory and the FSA. Any significant deviations from the agreed contract timetable or other problems will be promptly reported to the FSA by our dedicated SOT. HallMark's Sampling System (HMX) allows FSA and the lab to access relevant sampling information directly. This enables progress updates to be viewed at any point during the project.

Photographic evidence of all samples, as required by the FSA, will be uploaded to HMX, where they can be accessed by the FSA and the lab at any time. As part of our quality control measures, our central support team conducts remote monitoring of the HMX system. The recorded data and uploaded photographs are thoroughly checked against each sample to ensure accuracy and completeness. This quality control process ensures that the required product information, including durability dates and instructions, is included in the documentation. Each photograph is linked to the unique sample number to allow for traceability.

Quarterly reports are completed to ensure that quality control mechanisms are applied consistently and that the entire process runs smoothly. At each quarter HallMark emails FSA and the Lab a report which will include the following (or any other content as requested by the FSA and Laboratory:

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- An Excel summary table detailing data from each sample taken over the three-month period.
- Comparison of achieved sampling quotas against the original sampling plan.
- Statistical insights and other technical subjects (e.g., sample distribution by location and retailer).
- Documentation of notifications informing brand owners of survey sample acquisitions.
- Recommendations for improvement
- Lessons learned.

We aim to schedule the review meetings with the FSA and the testing laboratory just before our proposed deliverable dates.

7.2. Collection Process

Objective 6.2: Ensure sample collection or purchase by trained and competent staff in accordance with FSA best practice guidance.

The collection process will adhere to the established sampling plan and encompass the production of the final report, as described in the following section.

7.3. Final Sampling Report (January 2024 to December 2024)

Objective 6.1: Ensure accurate reporting and timely achievement of objectives, deliverables, and required quality levels, driving continuous improvement.

Deliverable 5 (D5): Delivery of Final Sampling Report for all sampling work undertaken during the period 2024 by this date

Expected completion by 03/02/2025.

After completing the sampling in December, HallMark will promptly initiate the process of producing the sampling completion report in accordance with the specification requirements. Within 30 days of the end of the sampling, HallMark will prepare a comprehensive report on the survey design and sampling plan.

The report will be submitted to the FSA and the laboratory in a suitable and accessible format, ensuring compliance with the specified guidelines. As in all the previous AMR projects we have delivered for the FSA, the content of the report will address the key elements outlined in the specification, including:

- Title & project number
- Background of the survey
- Study Design Summary and Deviations from the Sampling Strategy: A concise summary highlighting the sampling strategy employed and any deviations encountered during the process. Any necessary explanations or comments regarding the deviations will be provided.
- Annex 1 - Final Report AMR FS900350 - C210688 - Data Spreadsheet. This spreadsheet, in MS Excel format, will contain all sample collection data reports. It will provide a summary of relevant figures, encompassing data for all collected samples, and categorise them as Lab QC Satisfactory or Lab QC Rejected samples.

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- Annex 2 will feature the Surveyor Notification to Retailers and Brand Owners. For large retailers and brand owners, notifications will be sent following the standard FSA guidelines, and the records of these notifications will be attached to the report. In the case of small retail outlets, Surveyors will distribute a leaflet provided by the FSA.
- Additionally, as in previous AMR surveys, photographic evidence of all samples will be uploaded to the HallMark Sampling System (HMX), allowing the FSA to access the images at any given time. Furthermore, as per specification requirement, a separate electronic file containing the photographs will be provided to the FSA as part of the final report.

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Surveillance of AMR E. coli and Listeria spp. on raw, prepacked, farmed salmon fillets on retail sale in the UK- Detailed Project Plan (illustrating the proposed plan similar to a flow chart).

Task No.	Task and subtasks Name	Target completion date	Resources initials	Objective Number	Deliverable number
	Tenderers notified of outcome of appraisal and preferred Tenderer (or Tenderers) identified	01/12/2023			
	Contract awarded and signed	22/12/2023	FSA		
1	Survey Pre-Design (this document)		FSA, DS, RVC	1	
2	Project initiation meeting(s)	10/01/2024	DS, FSA, Lab	2.1. and 2.2.	
2.1	Project Initiation meeting with FSA	10/01/2024	DS, FSA	2.1	
2.2	Project Initiation meeting with laboratory	10/01/2024	DS, Lab	2.2	
3	Establish the sampling project plan and methodology	17/01/2024	DS		
4	Authorisation of Sampling Project plan, cost and methodology. (peer review of design by FSA)	24/01/2024	FSA	3	D1
5	Project Launch	24/01/2024		4	
6	Sampling preparation	From notification award-01/12/2023	PD		
6.1	Confirmation of the workforce	08/01/2024	PD	5.1	
6.2	Training		PD	5.2	
6.2.1	Finalise Surveyors training pack & test	24/01/2024	PD		
6.2.2	Delivery of the training	25/01/2024	PD		
6.3	Equipment preparation and Dispatch	22/01/2024	PD	5.3	
6.4	Configure the sampling software (HMX) and test	22/01/2024	PD, IT Developer		
7	Execution of sampling plan & reporting	Sampling Commences 29/01/2024 to 04/12/2024	All Staff		
7.1	Ongoing Quality Reviews	Ongoing	PD, DS	6.1	
7.1.1.	D2- Delivery Q1 Review point (Jan-March 24) including the Excel summary report by this date (Initial 3 months review)	01/04/2024	PD, DS	6.1	D2

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7.1.2.	D3- Delivery Q2 Review point (April-June 24) including the Excel summary report by this date	01/08/2024	PD, DS		D3
7.1.3.	D4- Delivery Q3 Review point (July-Sept 24) including the Excel summary report by this date	01/10/2024	PD, DS		D4
7.3	Collection process	January24-December 24	Surveyors	6.2	
7.4	Final Sampling Report (January 2024 to December 2024)	03/02/2025	PD, DS	6.1	D5

Proposed Sample Schedule table for the collection of 315 samples

To be agreed with the lab on initial meeting

Months	Sampling days	Proposed dates	Samples Daily Totals	Samples Weekly Totals	Samples collected / Area												total
					TLH	TLF	TLG	TU	TLC	TLD	TUJ	TLK	TLE	TUN	TLM	TLL	
January	Monday	29/01/2024	14	26	7			7									26
	Tuesday	30/01/2024	6			6											
	Wednesday	31/01/2024	6				6										
February	Monday	12/02/2024	6	26								6					26
	Tuesday	13/02/2024	14					7		7							
	Wednesday	14/02/2024	6								6						
March	Monday	04/03/2024	13	27									7			6	27
	Tuesday	05/03/2024	8											2			
	Wednesday	06/03/2024	6			6									6		
April	Monday	08/04/2024	13	26	7			6									26
	Tuesday	09/04/2024	6						6								
	Wednesday	10/04/2024	7				7										
May	Monday	13/05/2024	13	27					6			7					27
	Tuesday	14/05/2024	7							7							
	Wednesday	16/05/2024	7								7						
June	Monday	03/06/2024	20	27				6					7				27
	Tuesday	04/06/2024	7				7										
	Wednesday	05/06/2024	0														
July	Monday	08/07/2024	14	28	7									7			28
	Tuesday	09/07/2024	7								7						
	Wednesday	10/07/2024	7				7										

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August	Monday	05/08/2024	7	27						7							
	Tuesday	06/08/2024	13				7		6								
	Wednesday	07/08/2024	7						7							27	
September	Monday	02/09/2024	20	27			7				7				6		
	Tuesday	03/09/2024	0														
	Wednesday	04/09/2024	7			7									27		
October	Monday	07/10/2024	13	26			7		6								
	Tuesday	08/10/2024	6											6			
	Wednesday	09/10/2024	7			7									26		
November	Monday	04/11/2024	7	28						7							
	Tuesday	05/11/2024	14				7		7								
	Wednesday	06/11/2024	7						7						28		
December	Monday	02/12/2024	7	20							7						
	Tuesday	03/12/2024	7			7											
	Wednesday	04/12/2024	6											6			
Total samples			315		28	26	27	54	12	33	48	27	28	2	18	12	315

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B. DELIVERABLES

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

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

Each deliverable should be:

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

Please insert additional rows to the table below as required.

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

**DELIVERABLE NUMBER
OR MILESTONE IN
ORDER OF EXPECTED**

TARGET DATE

TITLE OF DELIVERABLE OR MILESTONE

D1	24/01/2024	A comprehensive Project plan defining all sampling work and reporting to be undertaken, Scope of Work, and Pricing Schedule, as agreed with the FSA
D2	01/04/2024	Delivery Q1 Review Point (January to March 2024) including the excel summary report
D3	01/08/2024	Delivery Q2 Review Point (April to June 2024) including the excel summary report
D4	01/10/2024	Delivery Q3 Review Point (July to September 2024) including the excel summary report
D5	03/02/2025	Delivery of Final Sampling Report for all sampling work undertaken during the period 2024.

Schedule 3

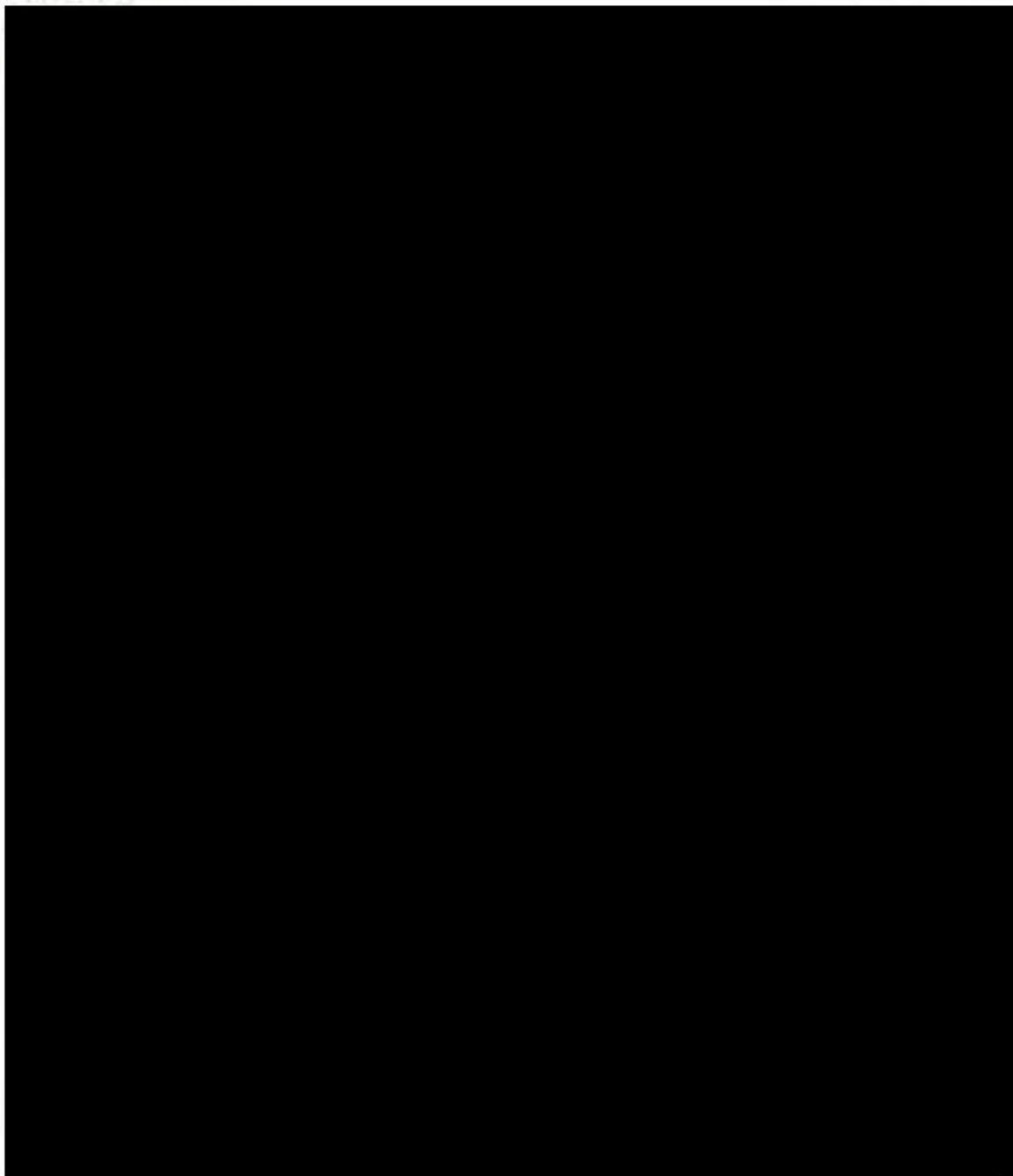
Diego Sprekelsen/HallMark Meat Hygiene Ltd

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4: ORGANISATIONAL EXPERIENCE, EXPERTISE and STAFF EFFORT



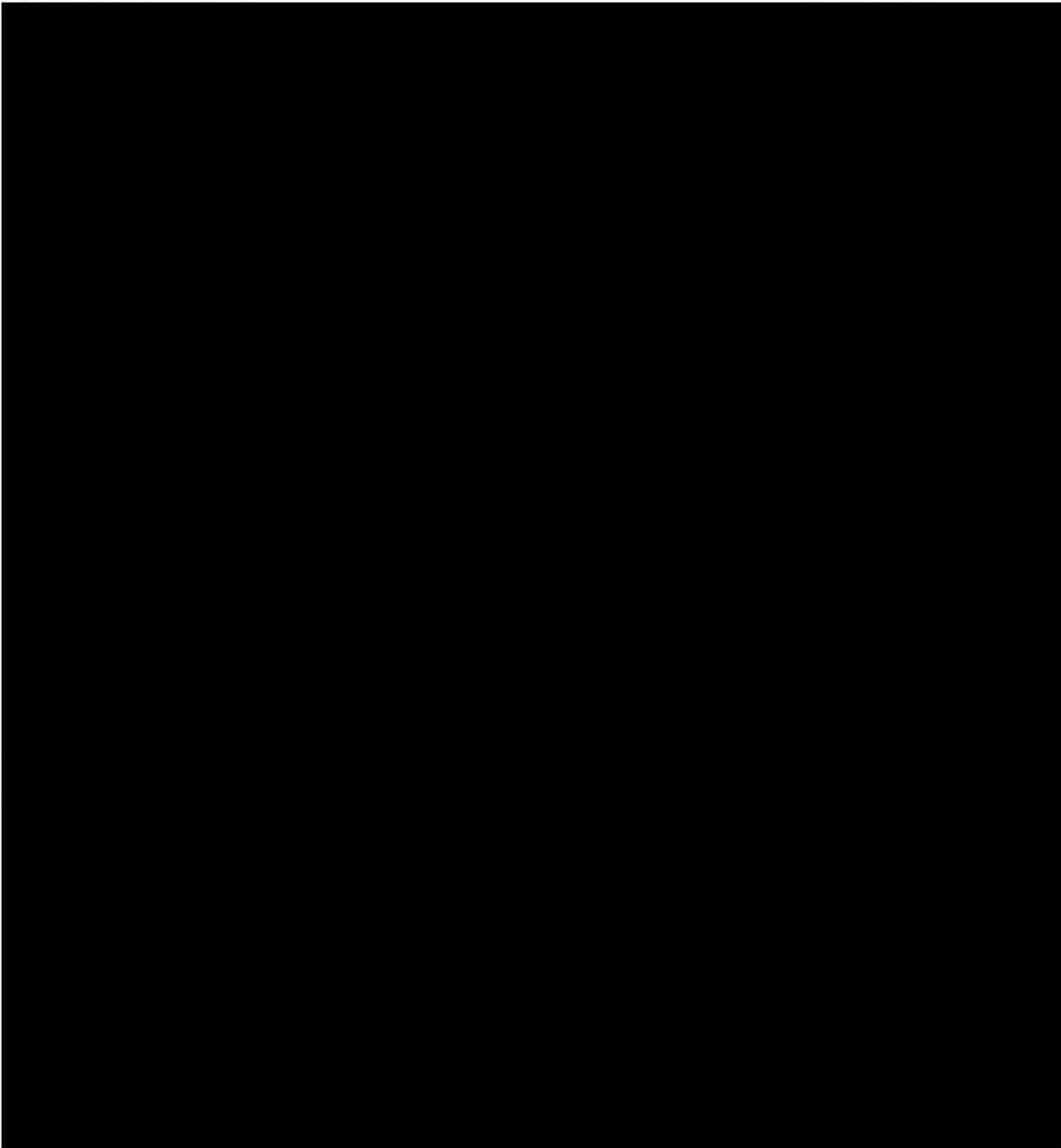
Schedule 3



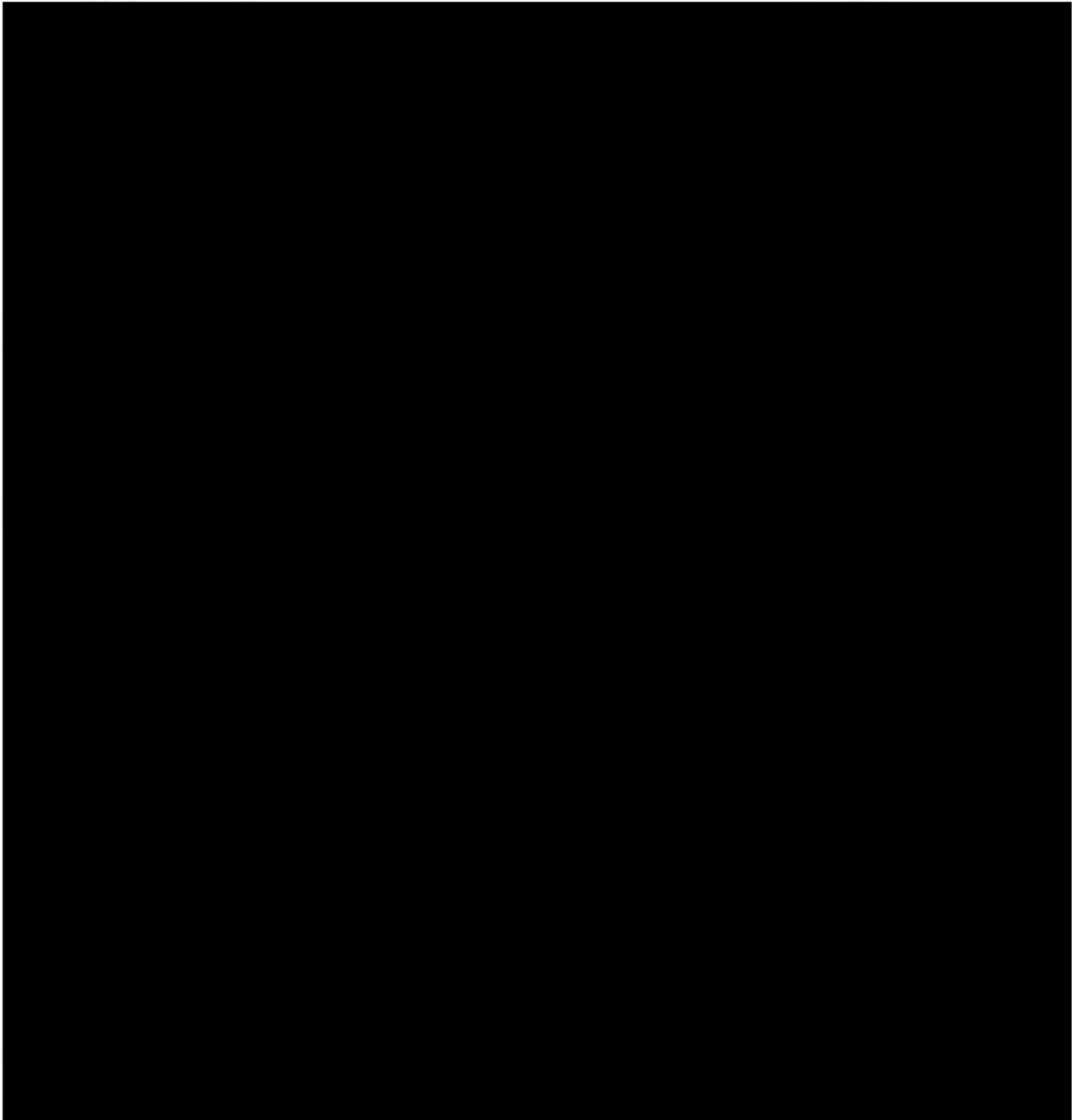
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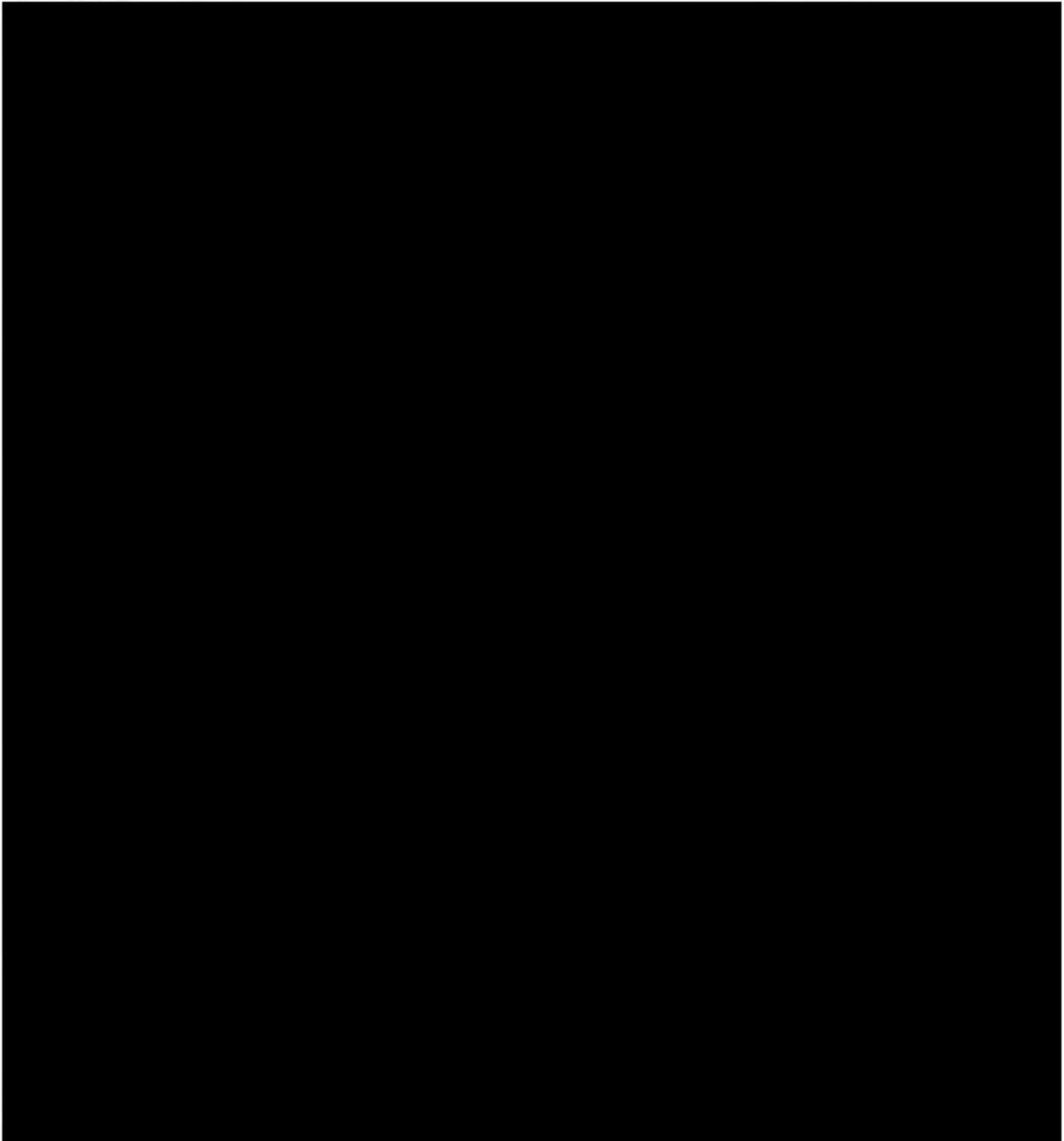
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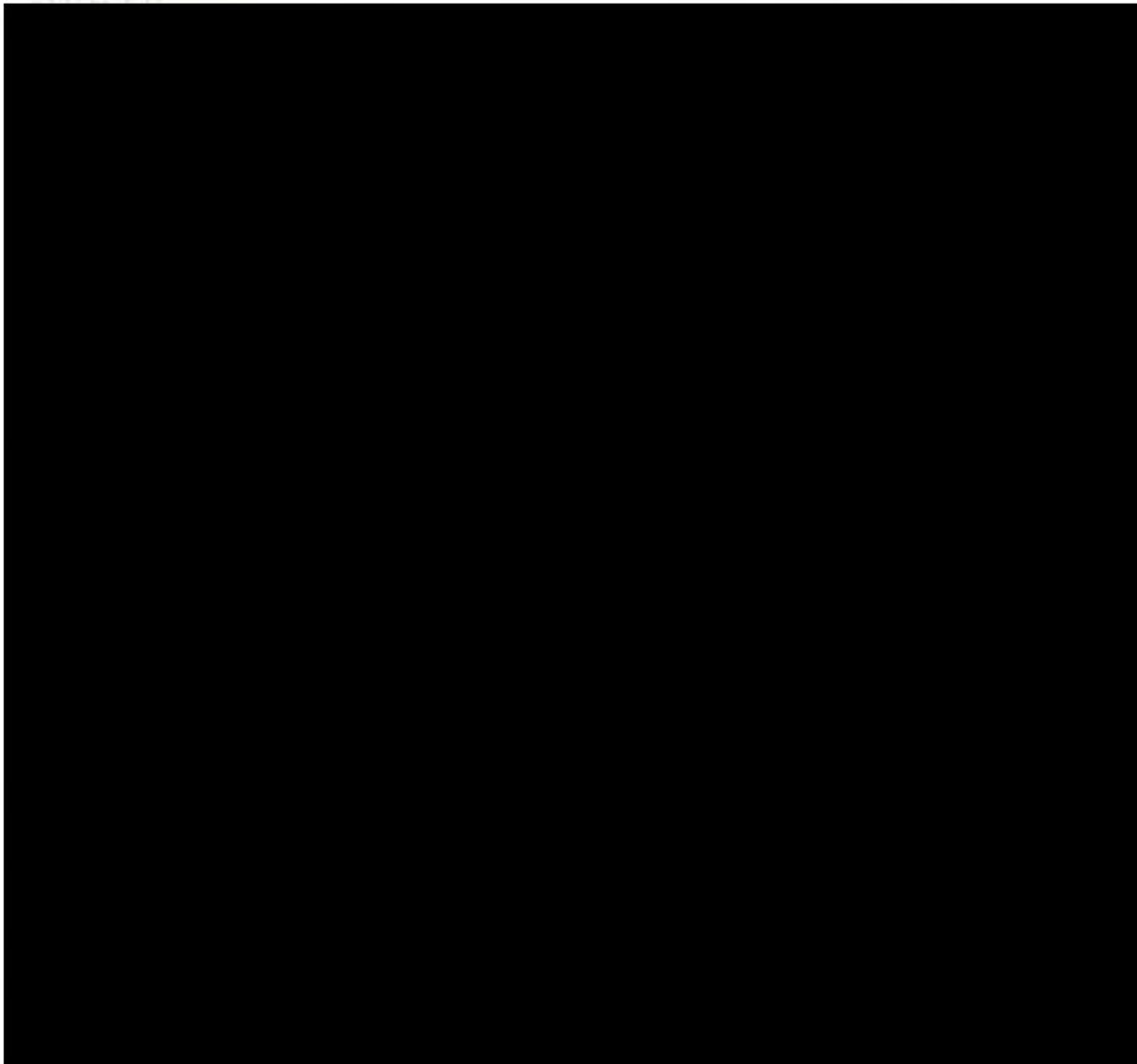
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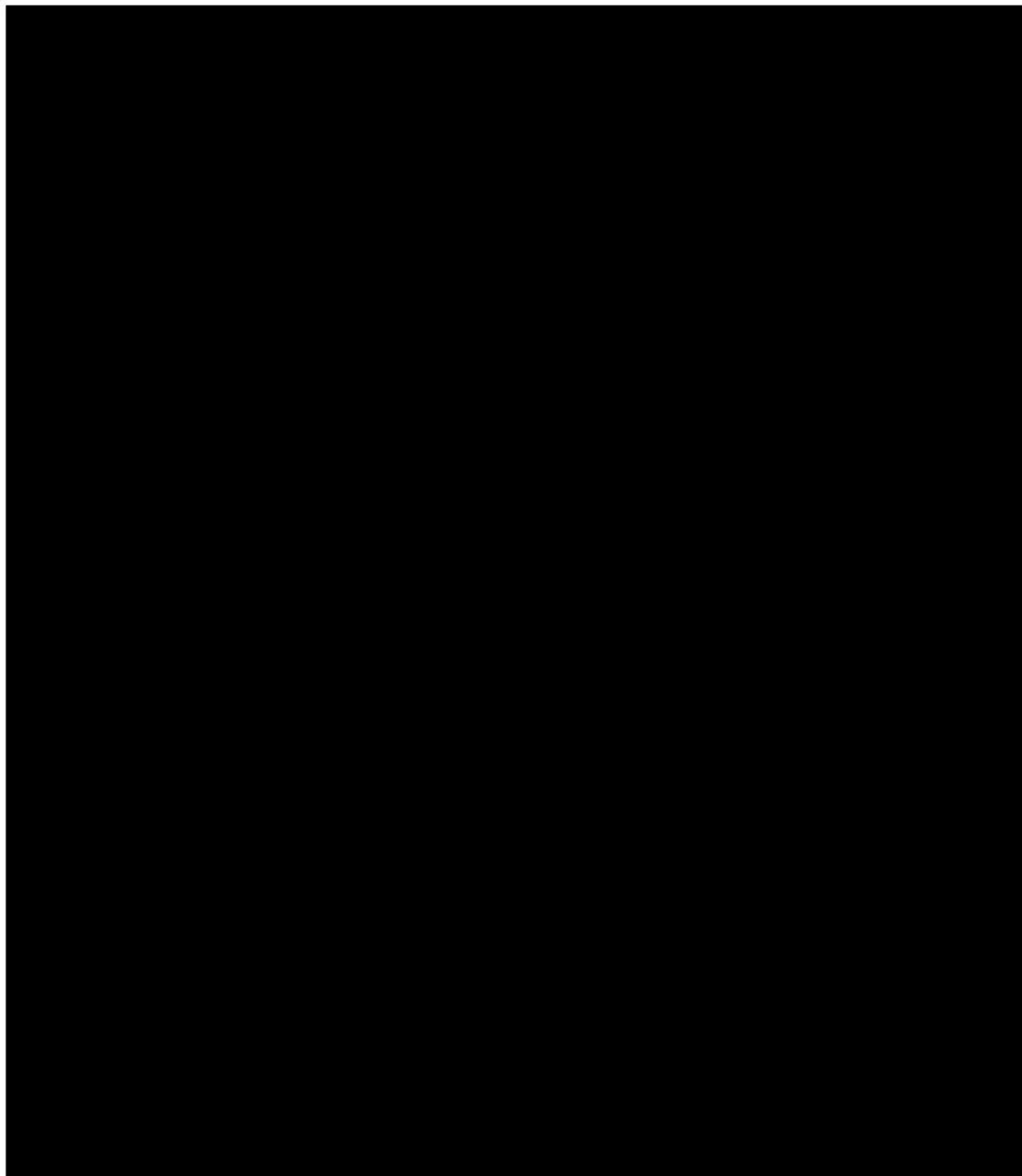
**B. NAMED STAFF MEMBERS AND DETAILS OF THEIR SPECIALISM AND EXPERTISE**

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.

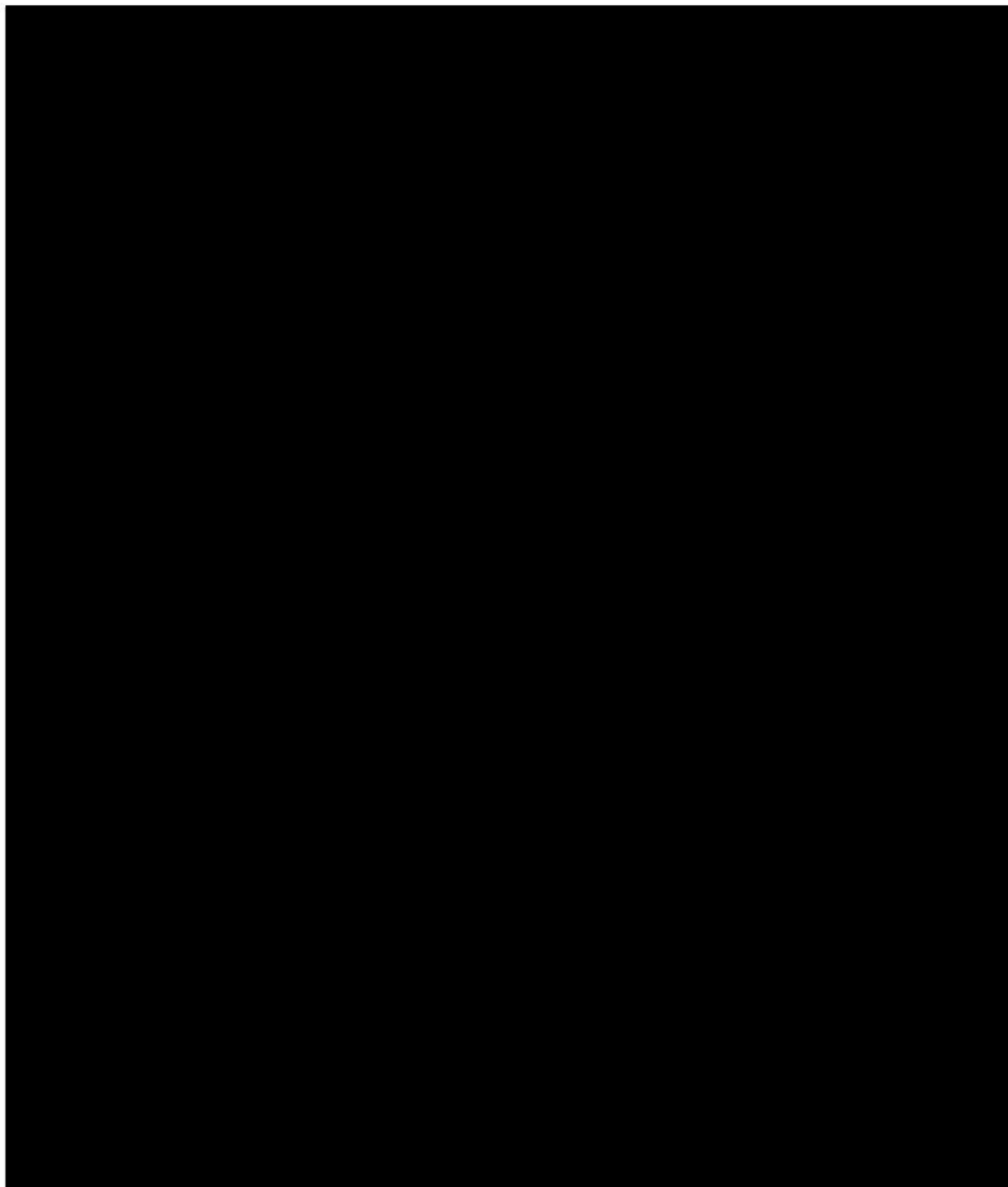
Lead Applicant

HallMark Meat Hygiene Ltd

Schedule 3



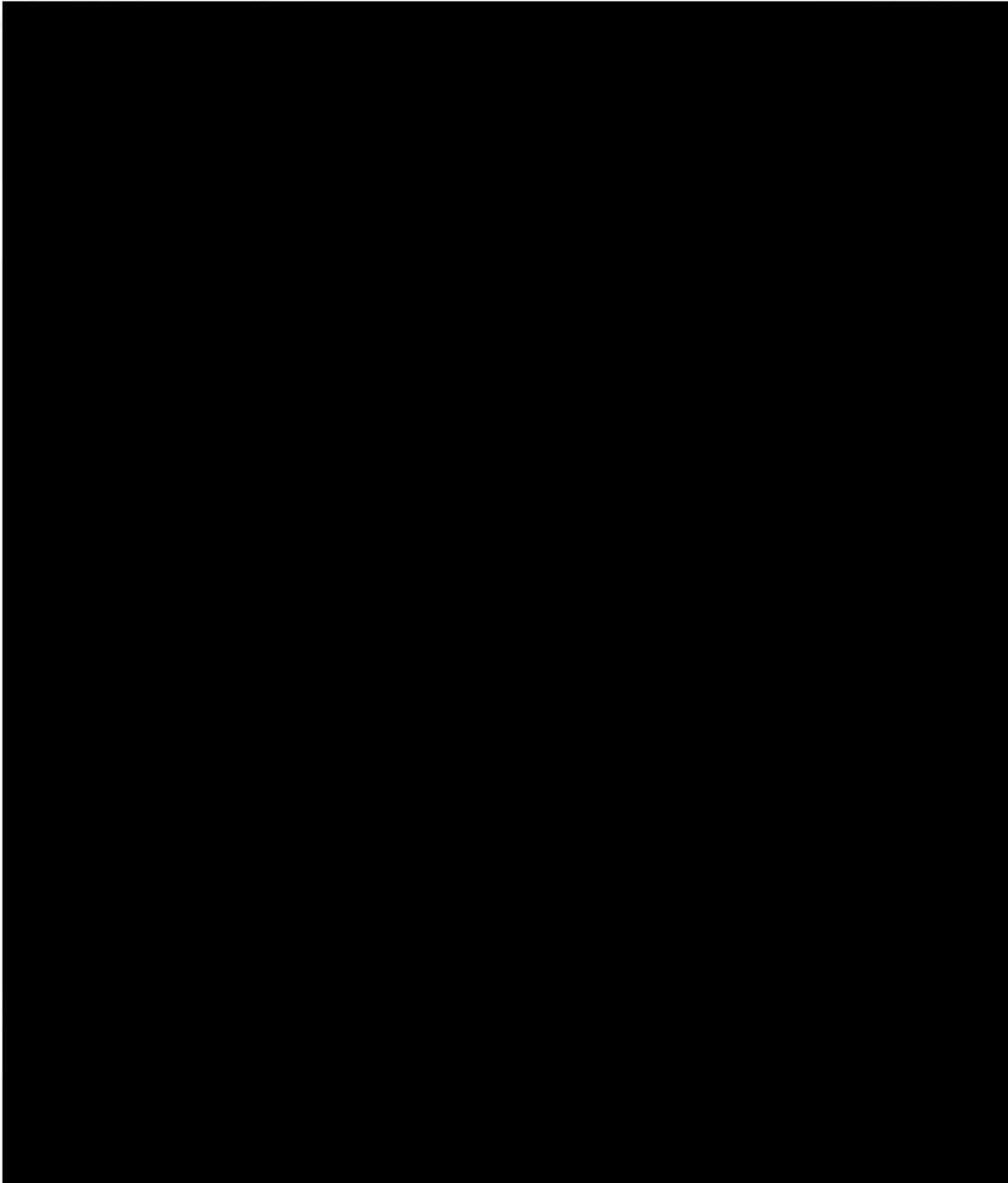
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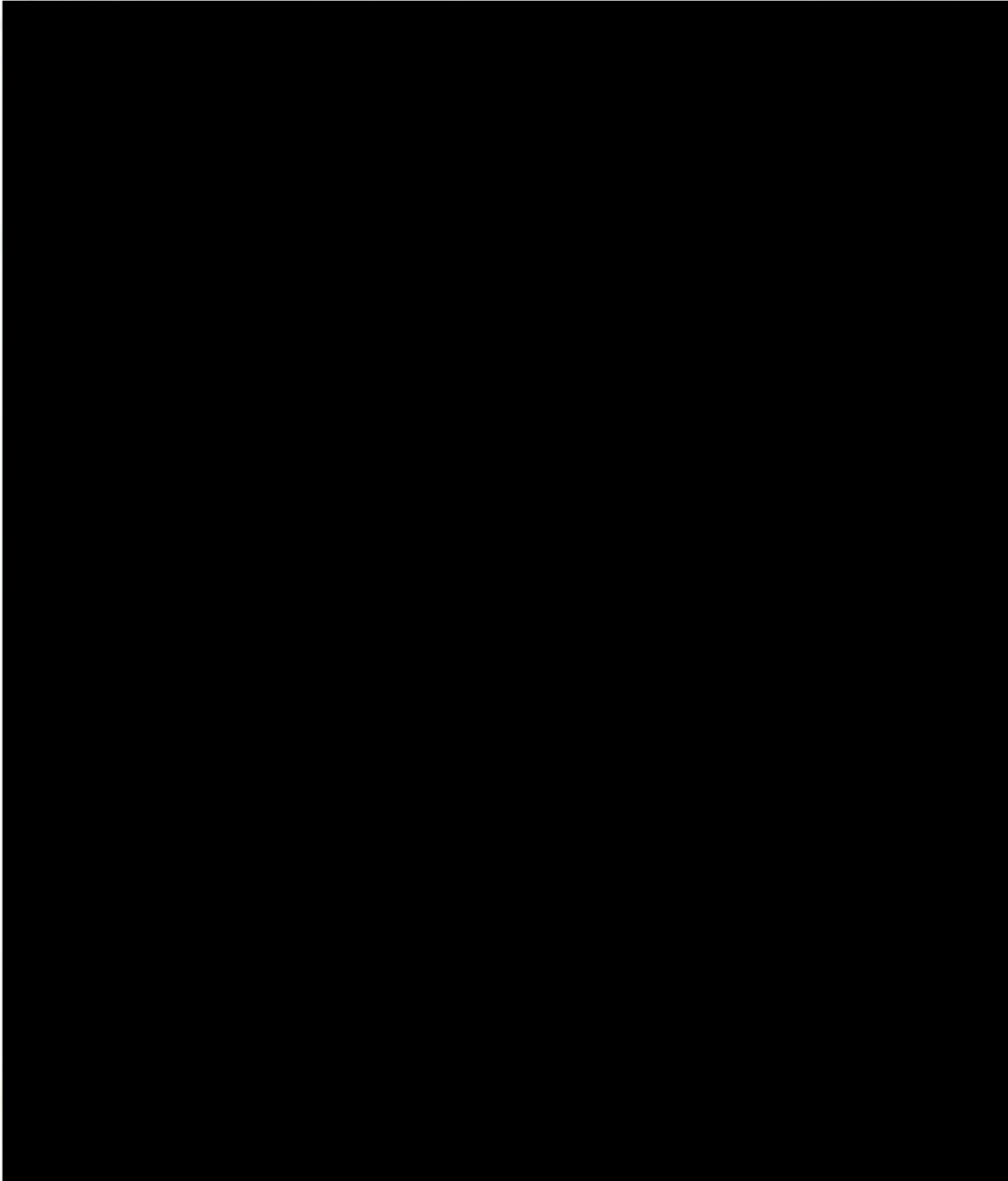
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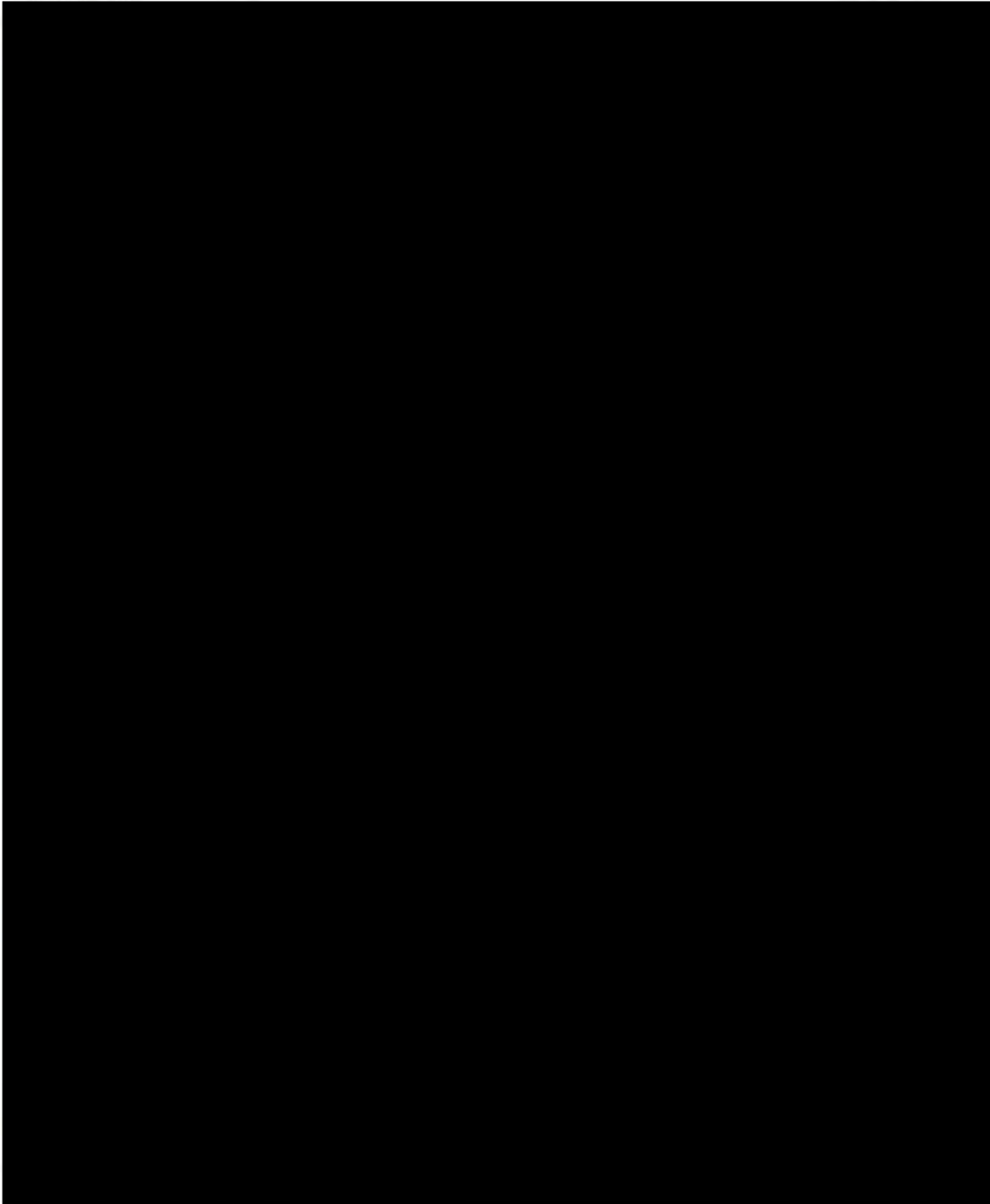
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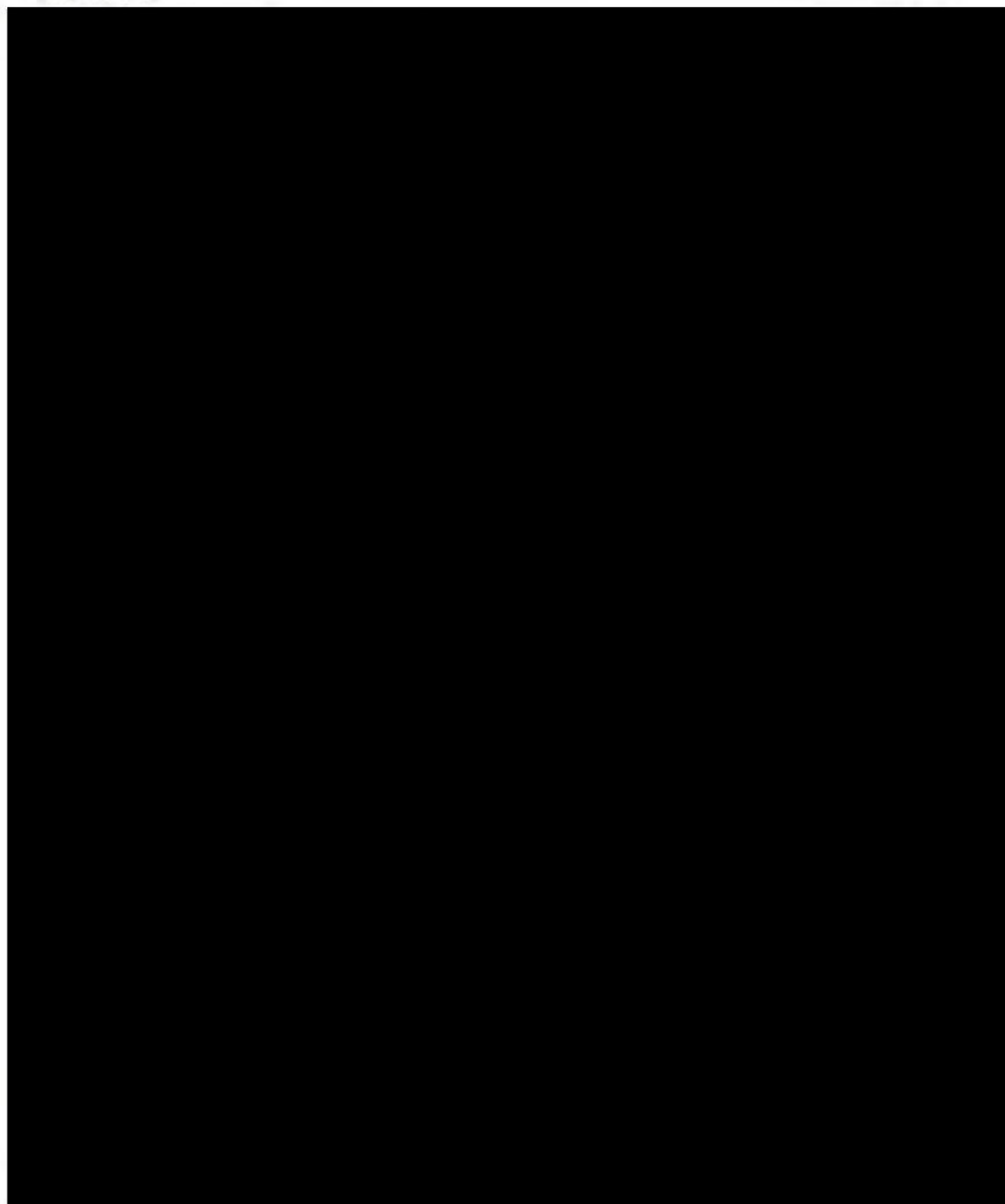
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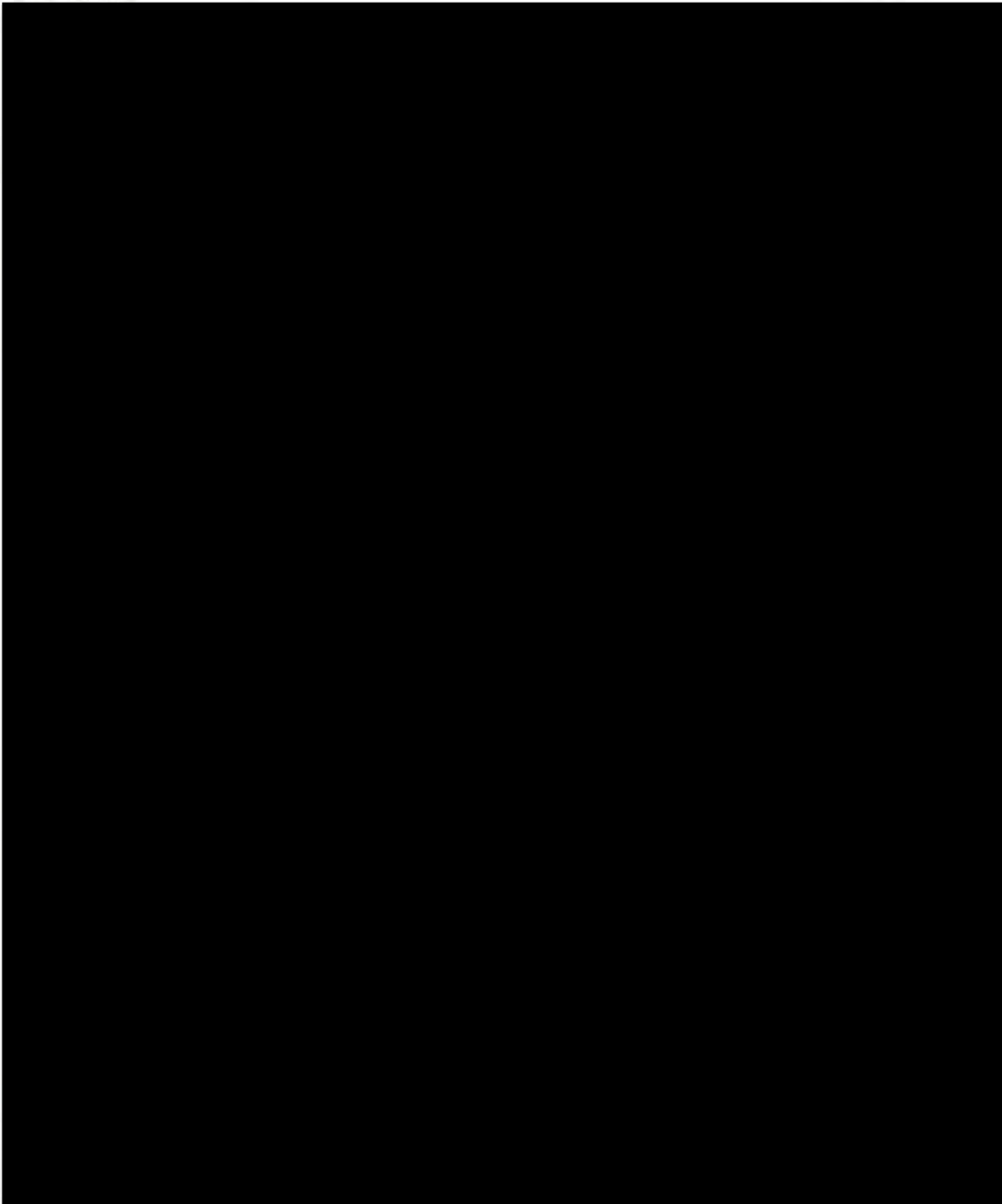
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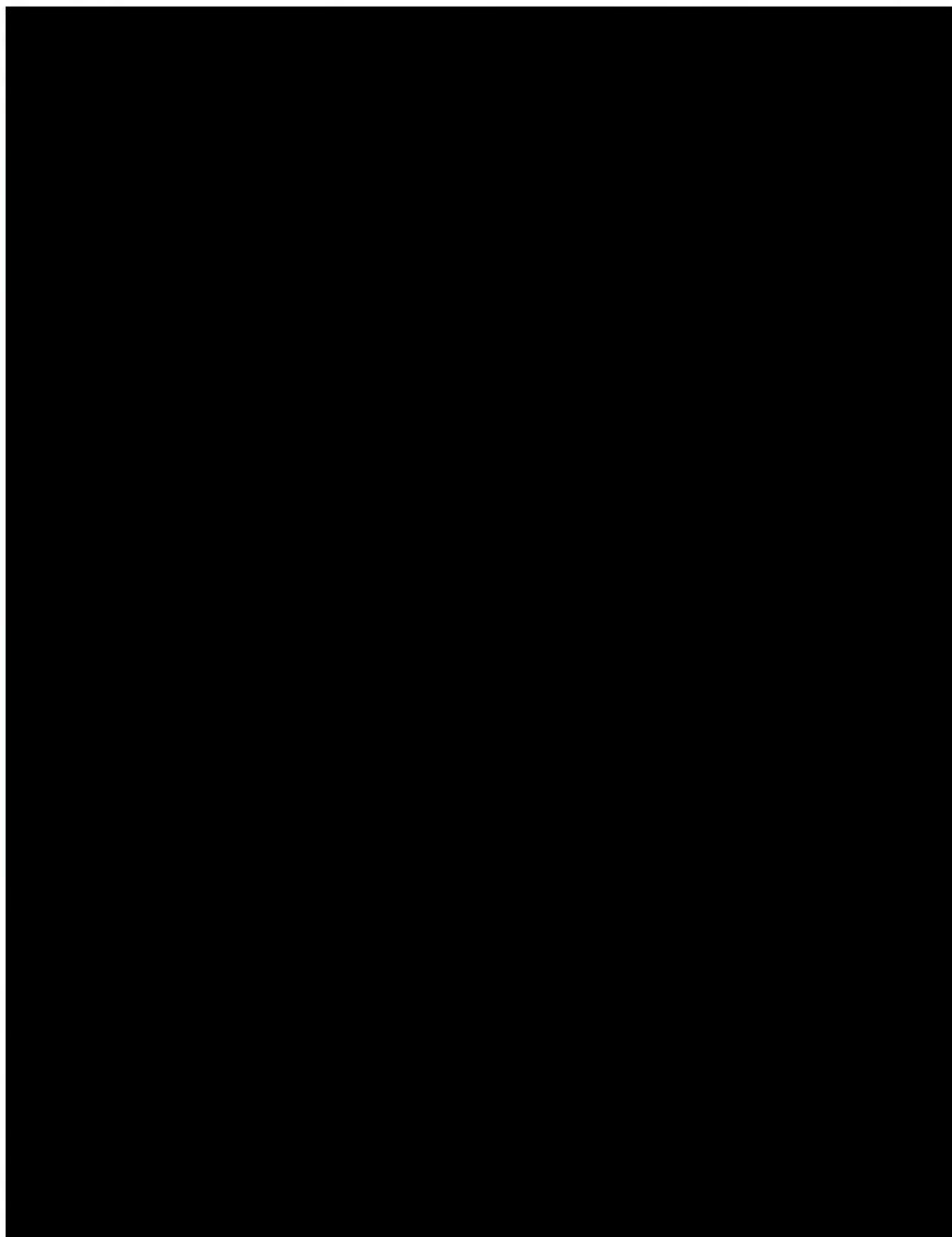


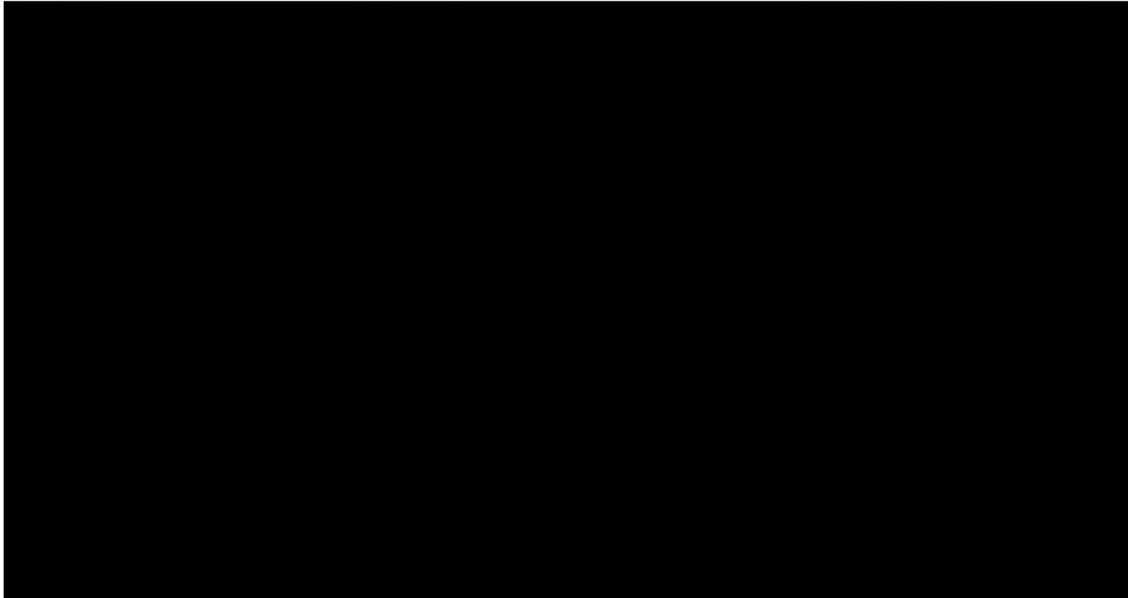
Schedule 3



Schedule 3







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CONFIDENTIAL**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.

1. PROJECT MANAGEMENT APPROACH

HallMark understands the criticality of effective project management in achieving specific goals within budgetary and time constraints. We have a highly flexible and innovative approach, continuously working to ensure that operations deliver the desired outcomes and meet the required quality standards. We prioritise meeting deadlines and maintaining strict confidentiality. Since July 2013, HallMark has successfully managed the design, implementation, delivery, and completion of multiple FSA Research/Survey projects, consistently delivering on budget and on time.

2. THE HALLMARK SAMPLING OPERATIONS TEAM (SOT)

Our Senior Project Manager, backed by an administrator, statistical experts, and a central core team, ensures seamless coordination. HallMark has appointed a highly experienced Senior Project Manager to oversee the project and ensure that objectives and deliverables are achieved within the allocated time and budget while maintaining the required quality standards. The Senior Project Manager is supported by an administrator and statistical experts from the RVC. The entire team, including the laboratory and the FSA, has access to the innovative HallMark Sampling System (HMX), which enables real-time monitoring of project progress. HallMark takes full responsibility for the sample collection process, and the SOT serves as the primary point of contact for FSA Project Officers and other stakeholders. They are responsible for day-to-day sample management and coordination with the logistics department. In addition, HallMark has a central core team that provides support functions such as HR, Finance, IT, supplier contract administration, and high-level management support.

3. STRATEGIES TO PREVENT BUDGET DEVIATIONS

Through planning, financial analysis, and working capital margins, we ensure the project remains within the allocated budget. Contingency plans are in place to address any financial challenges. To ensure budget adherence, HallMark employs thorough planning and detailed financial analysis. All anticipated financial outlays are defined and planned early in the project cycle. The Senior Project Manager works closely with the laboratory and the FSA to establish realistic timescales. The Sampling Project plan, cost, and methodology are authorised by the FSA. Fees are agreed upon with personnel and equipment suppliers before the project commencement. HallMark incorporates working capital margins to handle unforeseen events, and its financial strength supports the project. Contingency plans are in place to address incidents and ensure effective disaster recovery.

Adjustment of Salmon Fillet Sample Costs in Financial Proposal:

In our financial proposal, the estimated cost per salmon fillet sample has been determined using a conservative approach to budgeting. This approach takes into account the variability in retail prices and the potential impact of inflation, leading us to use a higher rate in our tender. This decision was made to minimize financial risks and ensure the robustness of the project budget against market fluctuations.

We acknowledge the FSA's requirement for cost efficiency and transparency. To this end, we commit to the following:

- **Monitoring and Adjustment:** We will closely monitor the actual market prices of salmon fillets throughout the sampling period. Our team will record the actual price per sample in the HallMark Sampling System (HMX), along with copies of the purchase receipts. This will facilitate detailed tracking of the actual purchase costs.

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- **Invoice Adjustments:** Should the actual cost of salmon fillets be lower than our estimated cost at the time of purchase, we will adjust the invoicing accordingly. This ensures that the FSA is billed only for the actual costs incurred, reflecting any savings achieved due to lower market prices.
- **Transparency and Accountability:** Our approach ensures transparency in financial reporting and accountability in cost management. We will provide the FSA with a detailed breakdown of the actual costs incurred for the salmon fillet samples, supported by the data recorded in HMX and the corresponding receipts.

This approach aligns with our commitment to delivering the project within the allocated budget while ensuring that the FSA benefits from any cost savings achieved during the project execution.

4. STRATEGIES TO ENSURE ON-TIME DELIVERY

With a sufficient number of nationwide surveyors, contingency time, and a comprehensive project plan, we ensure that project milestones are achieved on time. HallMark ensures an adequate provision of staff resources by identifying and assigning a sufficient number of Surveyors located Nationwide. Additional staff can be easily sourced if needed, and they receive training before the collection period. The project plan includes consideration for holidays and non-project time. Individual sampling schedules can be modified with the approval of the Senior Project Manager. Contingency time has been pre-planned to address any issues. This comprehensive approach allows for early identification of issues during project initiation, meticulous planning and design, and effective execution with appropriate monitoring and control systems.

5. INTERACTION WITH SURVEYORS

Communication and interaction protocols will be clearly explained to the Surveyors by the Project Manager through training events, webinars, and other necessary sessions. The Project Manager ensures that Surveyors understand the instructions and comply with the protocols by conducting written knowledge tests. Performance monitoring is integral to HallMark's approach, as the quality of service directly depends on staff performance. While the HallMark Sampling System monitors the activity of the teams, active teams maintain ongoing contact (via email/phone) with a member of the SOT. Progress reporting, task completion percentage review against the project plan and risk logs, and discussions on de-risking and implementation opportunities are part of the regular communication. Any issues that arise are reported, and actions to resolve them are agreed upon. Quality checks are also incorporated into the process. Surveyors report their mileage, expenses, and time spent on project tasks to the HallMark SOT on a monthly basis through the HallMark Sampling System. This information is used by the Central team to track effort expended against the plan and budget.

6. COMMUNICATION AND INFORMATION SYSTEMS

The HallMark Sampling System (HMX) is a custom-built platform for managing sampling projects, facilitating the entire sampling process and interaction with Surveyors. The system enables Surveyors to access project sampling data, facilitates central coordination of sample assignment and management, allows scheduling of sampling days, provides access to relevant information for sample collection preparation, records communications related to individual samples, notifies the SOT about completed collections or non-collections, and ensures data accuracy and centralised quality control systems. All HallMark staff members are equipped with mobile phones, laptops, or tablets that include digital cameras, enabling efficient communication and data capture.

7. INTERACTION WITH THE LABORATORY

The SOT maintains regular communication with the laboratory and reports progress to the responsible person. Time is allocated for email and telephone communications. The HallMark Sampling System (HMX) facilitates data transfer and

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reporting to the laboratory, with real-time tracking of sample data as it is entered into the system. The laboratory can download CSV files containing lists of live sample data.

8. INTERACTION WITH THE FSA

The HallMark SOT manages the single email point of contact, sampling.operations@hallmarkvcs.com, which is dedicated to project-related communications. The Senior Project Manager organises regular project meetings with key personnel, ensures timely achievement of contractual milestones and deliverables, takes remedial action, when necessary, collates and communicates performance and service delivery data, and provides regular progress updates to the FSA. Immediate communication is maintained with the FSA in case of any problems. Meetings with the FSA and the testing laboratory are scheduled just before proposed deliverable dates to ensure efficient coordination.

The nominated FSA Project Officer [REDACTED] will receive a short email update around 27th of each month from HallMark. These monthly updates should consist of a few lines on whether the sampling is running to schedule and any risk/issues which could potentially impact the delivery of the project. This information is important as it is used as evidence by the FSA Project Officer to fulfil their own monthly project finance reporting to the FSA's Finance Department and to track that the project is running according to schedule and the funds will be released as expected.

Please note that HallMark will only submit an invoice for completed deliverables once they have received authorisation from the nominated FSA Project Officer.

9. CONTRACT MANAGEMENT MEETINGS

Working closely with the FSA and the laboratories, HallMark recognises the significance of contract management and ensures adequate contingency provision and seamless overall service requirements. The project plan incorporates regular reviews of timetables and progress to monitor and make necessary amendments. Short-term and long-term issues, as well as contingencies, are discussed during review meetings. HallMark has a dedicated contract management team led by the Head of Delivery, [REDACTED] and supported by the sampling coordinator, [REDACTED]. They maintain regular liaison with the FSA and laboratory representatives, ensuring effective communication and collaboration. The entire team, including other Senior Managers, is available for quarterly and annual review meetings, both physical and virtual, and can accommodate more frequent meetings as required.

10. IN-HOUSE AND EXTERNAL PROJECT MANAGEMENT SYSTEM ACCREDITATION

The HallMark SOT has a proven track record in effectively managing FSA Research/Survey projects since November 2013. While we may not possess specific in-house or external project management system accreditations, our experienced team members bring a wealth of knowledge and expertise to the table. Their extensive experience in successfully delivering projects within the FSA's requirements demonstrates their competency in project management.

By working together cohesively, the HallMark SOT ensures efficient communication and streamlined decision-making processes. With fewer communication channels, information flows more concisely, minimising the potential for misunderstandings and ensuring effective project coordination.

While accreditations can provide formal recognition of project management capabilities, our focus has been on building a team of experienced professionals who have consistently delivered projects on time and to the required standards. Our track record speaks to the effectiveness of our in-house project management practices and the expertise of our team members.

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While we continue to strive for excellence and explore opportunities for external accreditations, our years of successful project management experience within the FSA Research/Survey domain serve as evidence of our capability to manage projects efficiently and deliver the desired outcomes.

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5. 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 funds – budget deviation due to upgraded costs. E.g. Estimates that are excessively inaccurate, overlooked staff effort, travel, training and equipment costs, courier cost, sample size, high number of unassayable samples.	Medium	Low	- Mitigated best by thorough planning and detailed analysis of financial bid. Funds for all of the anticipated financial outlays are defined and planned for early in the project planning cycle. - Role of Project manager to fully understand objectives, and establish realistic timescales in consultation with laboratory, FSA, and Project Manager - Preparation of contingency plans. Agree fees with personnel and equipment supplier prior to project commencement. - HallMark have built in financial margins to cope with any unforeseen events
Lack of retailer's support/participation including Covid or any other Restrictions	Low	Low	- Notify the FSA of any issues identified. - Small retailers-Notification leaflet provided after purchase to prevent unsupportive behaviours with small retailers. - Large retailers: notification to headquarters. - Adhere to recommended government Protocols
Misconduct - e.g., Neglecting, not reporting an adverse event in a research experiment, making significant deviations from the research/survey protocol approved, exposing staff to health and safety issues, use unpublished data, methods, or results without permission. Fabricate, falsify, plagiarise or misrepresent data, failing to maintain research/survey data for a reasonable period of time, risks, errors and negligence.	Low	High	- All personnel associated with the project will be competent to perform the technical, scientific and support tasks required of them. - Personnel undergoing training will be supervised at a level such that the quality of the results is not compromised by any inexperience of the Surveyor. - All Surveyors will be required to undergo training in Survey Instructions and will need to pass the associated test. - HallMark will use staff who have no record of misconduct or poor performance and are good at following instructions and meeting deadlines (right attitude/ behaviour is very important in the selection process) - HallMark is committed to the quality of the project process in addition to the quality of science. HallMark confirms that it is aware of the requirements of the Joint Code of Practice. - The disciplinary procedure is designed to help and encourage all employees to achieve and maintain

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Resource constraints - incorrect estimate of effort and resources, reduction of workforce, large project not staffed appropriately, sickness, absences; several sampling projects running at the same time	Low	Medium
Absenteeism - specialist support, consultants, Project Manager or any key personnel of the project team is absent due to other work commitments, sickness, holidays, parental or special leave, death.	Medium	High
Communication issues with participants – data gathering issues	Medium	High

- high standards of conduct, attendance, and job performance.
- Health and safety policy and procedures to be adhered to, including signing HallMark's health and safety awareness.
 - Extra staff are available for contingency purposes. Identifying the quantity of FTEs required is a very important part of the thorough planning before any work starts, and HallMark will always ensure adequate provision of routine staff resources. For this project we have identified sufficient Surveyors spread nationwide. Each Surveyor will collect samples in 1 or more locations.
 - If more Surveyors are needed HallMark can easily resource and train additional staff.
 - Train additional staff prior to collection period and deploy contingency staff if needed.
 - Holidays and other non-project time incorporated in the planning.
 - Sampling schedule for the individual can be re-scheduled if approved by Project Manager
 - HallMark recognises that availability of specialist support is key to delivering the project outcomes on time.
 - HallMark will therefore ensure other experts with relevant experience will be available to take over any element of the work should the need arise.
 - At least two staff within HallMark SOT (Diego and Maria) are sufficiently familiar with the project to ensure the project work can be continued in the absence of one of them.
 - RVC and HallMark work with a deputy system to safeguard the continuation of the project
 - Drawing up accurate instruction documents and sample labels.
 - Clear business processes clarify activities and responsibility
 - Project Plan clarifies activities, deadlines, role of individual
 - Protocols are delivered by senior management through a training event and understanding of team members tested
 - Use of data collection to support the Surveyors
 - All Surveyors use phones, email, and computers.
 - HallMark Sampling System (HMX)
 - Deploy only Surveyors with excellent interpersonal skills and specifically trained for the sampling project
 - Surveyors' performance monitoring

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Communication issues with FSA (external)	Low	High	- Contract management - Single point of contact for Design Phase and collection phase (Project manager) - Project Manager to oversee all communications and deliver key messages to the project team. Timely reporting of results. - The Project Manager will report progress to the FSA responsible person. - Time has been allocated for regular meetings and telephone calls. - Our entire team will be available for review meetings (physical and/or virtual) as necessary. - The key areas of interaction will be in the project kick off meetings and then coordinating the interim deliverables and taking feedback and review comments. - The FSA will of course be able to input on the progress of the project. - In addition, it is envisaged that Project Manager will be able to get the FSA's input into the project in terms of lessons learnt in the past
Ethical issues - integrity, quality, consent, confidentiality, anonymity, voluntary participants, avoidance of harm, independent and impartial	Low	High	- There is a written project plan including research/survey design, statistical methods and others, showing that these factors have been addressed. - Project plans will be agreed with FSA - Project start-up workshop (webinar) to align people to the goals and educate them on the challenges.
Data security issues - confidentiality, integrity and availability of data.	Low	High	- HallMark acknowledges the importance of confidentiality, integrity, and availability of information and consequently on the security of the systems. - The information security systems in place are further described in the Data Protection section. - Training of Surveyors includes data security. - HallMark Sampling System (HMX) is secure. Requires username and password access. - HallMark is Cyber Essentials Plus (Stage 2) accredited
Schedule issues or constraints - failure to deliver project outputs on time, unable to meet deadlines.	Medium	Low	- HallMark has assigned a Project manager the responsibility to manage the project and ensure that the objectives and deliverables will be achieved on time. - Establishment of clear deliverables, work breakdown structures and delivery plans, risk management, quality management and cost management.

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			- All parties involved in this proposal have agreed to the project plan. - The Project manager will report progress to the FSA responsible person.
Surveyor competence issues	Low	High	- HallMark will ensure that all personnel associated with the project will be competent to perform the technical and support tasks required of them, so the quality of the results is not compromised by any inexperience of the individuals. - HallMark has systems in place to ensure competences are checked. - Surveyors will be mainly selected from a group of HallMark existing professionals who are already involved in sampling collection on behalf of the FSA and are regionally based throughout. - Where new staff are to be recruited, HallMark processes all applicants through a well-established recruitment procedure. - There is a training day/workshop (Webinar) event with knowledge test. - The instructions document will be developed, which will be given to each Surveyor, clearly stating the details required. - The result of their test is recorded. The Surveyor must pass the test before they can proceed with sample collection.
Availability of samples - lack of, or samples not collected	Low	High	- HallMark will carry out a central quality control review of sample collection against plan and an on-line review of collection against plan. - When sampling is not possible so that a sample collection fails, i.e., due to insufficient material, the Surveyor is to notify HallMark operations, giving the reasons why the sample cannot be taken and returned to the laboratory. - HallMark will develop a contingency plan in the event of a possible shortfall in sample numbers or damage to samples. - Purchasing/collection will be spread over the required timeframe. - Additional 5% samples contingency is included
Sampling equipment required for sample collection is not effectively sourced and dispatched to Surveyors on time.	Low	Medium	Before sampling starts, HallMark operations will provide the relevant Surveyors with the required equipment.

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		- If the sampling equipment required for sample collection is not effectively sourced, an option to avoid delay would be to purchase locally, if available. - HallMark aims to have several approved suppliers of equipment as backup. - Spare kits are maintained in a central office ready to be sent to Surveyors if required
Sample incorrect - incorrectly selected, insufficient material, incorrectly packed or with necessary information missing leading to unassayable sample	Medium	High - Before sampling starts, HallMark will provide Surveyors with clear instructions to minimise any issues. - Training to be carried out and verified before attempting sampling. - The Project manager to produce aide-memoire to be given to all Surveyors with the packaging material - Laboratory Submission Letter (Log sheet) will be provided for the Surveyor to record details of the collections of the sample and to ensure traceability. - Digital photograph of sampled product will be quality checked to ensure they are of sufficient clarity to allow all on pack information to be read and all recorded information to be checked. - Additional 5% contingency is included.
Sample arrives unsuitable for testing - e.g., samples not maintained under the appropriate conditions once collected, resulting in numbers of samples rejected due to high temperatures.	Medium	High - The Surveyors will be given clear instructions on the handling, packaging and preservation of samples prior to their transportation to the laboratory to ensure the avoidance of cross or other contamination, damage during transport, deterioration of samples of products, loss of unstable contaminants or growth, and/or changes to the micro-organisms present in the sample due to temperature changes. - On purchase, samples will be kept at their appropriate temperature to prevent deterioration and according to the legislative requirement. To transport chilled samples, each day's collection will be sealed into appropriately temperature-controlled boxes. - It is essential that sufficient ice packs and packing are included in the cool box to ensure that chilled foods stay below 8°C. For example, in periods of hot weather extra cool packs are added etc. - During the warmer parts of the year high performance thermal protection is used when shipping microbiological samples. This is pre-qualified to maintain a payload temperature of 2-8C for 36h.

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			- Perishable samples delivered to laboratory with a target of a maximum of 24 hours from sampling. - The sample temperature will be measured on arrival to determine that the samples are at the correct temperature. - If unsuitable for testing, the sample will be discarded and a resample will be requested. - HallMark will confirm with the lab and the FSA which samples were rejected for being outside the correct project parameters and will liaise with the sampler to take an extra sample(s) at the next collection if required. - Samples which arrive in an unassayable condition will be collected from the same route during the following quarter. - Additional 5% contingency is included.
Sample arrives outside of laboratory hours	Medium	Low	- The Surveyors will be given clear instructions about the Laboratory hours. Samples only to be sent Mondays to Wednesday. - Use high performance thermal protection packaging to prevent spoilage. - As all sampling will be scheduled, the laboratory will be expecting the delivery and make staff available for the receipt, logging in and correct storage of the samples. - If spoiled, the sample will be discarded and a re-sample will be requested for the following quarter. - Additional 5% contingency is included.
Sample(s) arrive/s with no, or obscure, identification	Medium	Low	- Log sheets will be provided for the Surveyor to record details of the collections of the samples and to ensure traceability. - Digital photograph of sampled product to be taken and should be of sufficient clarity to allow all on-pack information to be read and all recorded information to be checked. - The Surveyor will be contacted, and we will clarify the situation for rectification. - If this is not possible, the sample(s) would have to be discarded and resamples taken.
Issues at the laboratory affecting the sampling plan, e.g., sample(s) are spoiled at the laboratory, lack of space at laboratory to retain samples and packaging after analysis,	Low	Low	- Agreed sampling schedule with the lab. - Re-sample will have to be requested as soon as possible. - Planned contingency sampling.

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laboratory full, break down, loss of data.			CONFIDENTIAL	
Cross-Contamination of samples during sampling	Low	Medium	- Only sample pre-packaged and labelled raw farmed salmon fillet available at retail. - Check the integrity of the packaging. - Prepacked damaged samples will be discarded/rejected. - Each sample will be placed into a separate large grip seal bag, which will be sealed immediately to avoid the risk of cross-contamination until testing can take place. - A single sample from the selected retailer is to be collected and placed into one of the large grip seal bags, sealed and then placed into a second numbered large tamperproof sample bag and sealed. - The samples are to be packed into the chilled Insulated Shipping Box and sent to the selected laboratory for testing. - Each sample will be always kept separate from other samples on the same day of collection. - Handling, wrapping and packing of one sample at a time. - Not re-using sampling equipment unless disinfected by the lab (to be agreed with the lab).	
Loss of data	Low	High	- There are contingency plans in place in case of power failure or other disruption. - All the data collected will be securely held. - Risk of data loss is minimised through daily and weekly back-up procedures. - Regular updates (frequency as required by FSA) provided to FSA throughout the sampling. - Minimum of weekly CSV reports are generated from the HallMark Sampling System (HMX). - HallMark Sampling System allows for highly efficient data management. There will be a facility for stakeholders to directly and securely access relevant sampling information. This will minimise data management time, significantly reduce the risk of errors and increase data security	

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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

1. OVERVIEW

HallMark acknowledges the significance of quality management and research integrity in ensuring the success of our food sampling services. Our "HallMark Food Sampling Quality and JCoPR Compliance Policy" embodies our dedication to upholding the highest standards in all our operations.

The policy encompasses:

- **Commitment to Quality and Research Integrity:** We operate in alignment with ISO 9001:2015 and the Joint Code of Practice for Research (JCoPR), ensuring that our practices are not only of the highest quality but also ethically sound and compliant with research integrity standards.
- **Scope of Application:** Our policy is comprehensive, covering all HallMark employees, our partners, contractors, and every activity we undertake, be it client-facing or internal.
- **Benefits of Quality Management:** Our effective quality management process ensures effective leadership, a systematic approach to management, active involvement of our team in decision-making, and a consistent focus on customer satisfaction and continual improvement.
- **Policy Statements:** HallMark aspires to be the UK's premier provider of Food Sampling Design and Collection services. Our procedures exceed customer requirements and align with JCoPR guidelines. We are dedicated to continuous improvement and actively seek feedback to enhance our services.
- **Quality Objectives:** Our objectives range from ensuring research integrity to meticulous project planning, rigorous quality assurance, strict adherence to health and safety standards, and comprehensive documentation in line with the JCoPR.
- **Roles and Responsibilities:** From Senior Management to individual employees, roles and responsibilities are clearly delineated to ensure that quality standards and JCoPR guidelines are upheld at every level of our operations.
- **Sampling System:** The HallMark Sampling System (HMX) is integral to our operations, enabling real-time monitoring of project progress and facilitating efficient management of sampling projects.

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Our comprehensive approach to quality assurance, combined with our commitment to research integrity, ensures that we consistently meet and exceed the expectations of our clients and stakeholders. The "HallMark Food Sampling Quality and JCoPR Compliance Policy" is available in the supporting documents folder for further details.

2. COMPLIANCE WITH THE CODE OF PRACTICE

HallMark fully accepts the Joint Code of Practice and is committed to upholding the quality of the sampling process and the scientific integrity of the project. We confirm our awareness of the requirements of the JCoPR and will make every effort to ensure that all procedures used conform to its standards. The lead principal investigator of the project is responsible for overseeing all work carried out, including work supplied by subcontractors, to ensure compliance with the JCoPR. All staff involved in the project will have defined responsibilities and be aware of their obligations.

The measures that will be taken to manage and assure the quality of work (Survey design, sample collection at retail and dispatch to Laboratory for analysis) include the following:

2.1 Responsibilities

HallMark, as the project leader, takes overall responsibility for ensuring the quality of research conducted within the project and compliance with in-house research and management policies. Managers, group leaders, and supervisors play a crucial role in fostering a climate of good practice and developing the technical skills of the team. All personnel associated with the project are expected to be competent in performing their tasks, and personnel undergoing training will receive appropriate supervision to maintain the quality of results. Staff selection is based on qualifications and suitability for the location, complexity, and risk of the sample collection. Surveyors' competence is confirmed through knowledge tests, and certificates of competence are issued upon successful completion.

2.2 Competence

All personnel associated with the project are competent to perform the technical, scientific, and support tasks required of them. Personnel undergoing training will be supervised at a level such that the quality of the results is not compromised by any inexperience of the researcher. Staff selection at HallMark ensures the identification of suitably qualified individuals based on the location, complexity, and risk associated with the sample collection. In terms of surveyors' competence, their understanding of the Sampling Instructions Document is confirmed through a knowledge test, demonstrating their compliance. Once the test results are verified and passed successfully, surveyors are provided with a certificate of competence.

2.3 Project Planning

HallMark places great emphasis on project planning to minimise risks and ensure the timely and budgeted delivery of high-quality results. A risk assessment is conducted to identify key factors that may influence project success, and steps are taken to mitigate these risks. The project plan, developed in collaboration with the FSA, provides a clear framework for the project, including design, statistical methods, and other considerations. Regular reviews of timetables and plans are conducted to monitor progress and make necessary adjustments. Any significant amendments to plans, milestones, or deliverables are recorded and pre-approved by the FSA.

2.4 Quality Control

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HallMark has implemented robust measurement and assessment systems and procedures to ensure the successful delivery of all project requirements. Specific measures are planned to assure the quality of the project, such as ongoing quality reviews, monitoring through the HallMark Sampling System (HMX), accurate production and checking of result spreadsheets, identification and rectification of sampling errors, and regular review of processes and procedures for continual improvement. Internal project reviews and auditing procedures are also part of our quality control measures.

2.5 Health and Safety

HallMark is committed to complying with all relevant health and safety legislation to ensure the well-being of employees, customers, and the public. We adhere to regulations such as the Health and Safety at Work Act 1974 and the Management of Health and Safety at Work Regulations 1999 and their subsequent amendments.

2.6 Handling of Samples and Materials

Strict procedures are followed to ensure the proper handling of samples and materials. All samples and sampling materials are clearly, accurately, uniquely, and durably labeled. Measures are taken to maintain sample integrity, prevent cross-contamination, and ensure appropriate temperature control. For meat samples, specific protocols are followed to avoid cross-contamination.

2.7. Facilities and Equipment

HallMark provides an appropriate working environment for the safe operation of equipment, maintenance of sample quality and integrity, and good working practices. All equipment used is suitable for the required measurements, regularly calibrated, and in good working condition. Standard operating procedures are in place for critical project equipment, including the HallMark Sampling System (HMX) software.

2.8. Documentation of Procedures and Methods

All procedures and methods used in the project are thoroughly documented, including statistical procedures and the generation of a clear audit trail. Document and version controls ensure traceability of method modifications throughout the development stages.

2.9 Research/Work records

Records of the work performed are maintained to present a complete picture of the research, allowing for repeatability if necessary. HallMark conducts regular reviews of surveyors' records to ensure validity and retains the records in a secure and unmodified form for the agreed duration.

2.10. Field-based Research

For field-based surveys, HallMark ensures compliance with all relevant environmental legislation, where applicable.

HallMark understands that the FSA has the right to inspect our procedures and practices against the requirements of the Joint Code of Practice. We acknowledge that documentary evidence of our working practices may be required, and we are committed to providing access and assistance to auditors appointed by the FSA.

By implementing these measures and adhering to the Joint Code of Practice, HallMark ensures the highest quality standards in the execution of the project, safeguarding the integrity and reliability of the results.

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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

1. OVERVIEW

A commitment to integrity, independence, impartiality and informed consent, confidentiality and anonymity, voluntary participation, and the avoidance of harm.

2. HALLMARK ETHICS STATEMENT

There are many ethical issues to be taken into consideration for research and Surveys. HallMark will not misuse any information or data, and there will be a moral responsibility maintained towards the participants. There is a duty to protect the rights of people in the study, as well as their privacy and sensitivity. The confidentiality of those involved in the observation will be respected, keeping their anonymity and privacy secure. To address this, HallMark will gain ethical approval for the project if required.

3. CURRENT ETHICAL COMMITMENTS

HallMark ensures that sampling work will only be conducted by qualified personnel. Furthermore, the nature of HallMark's current business obliges its staff to operate under Codes of Practice and the company Statement of Employment Particulars highlights the following requirements for their employees: data protection (in particular, the 'eight data protection principles' of the Data Protection Act 1998); confidentiality; compliance with Civil Service Code (core values of integrity, honesty, objectivity, and impartiality).

4. KEY ETHICAL ISSUES

Sampling design and collection services do not involve human samples; and are not classified as animal research; therefore, there are no ethical specific risks identified in this respect. Sampling design and collection services do however involve personal data handling of participants (i.e., brand owners, retailers) and involvement of participants. The below shall explain how it will be managed.

Given the importance of ethics for the conduct of research and Surveys, HallMark will adopt specific codes, rules, and policies relating to it. Surveyors' training includes the following key ethical issues: -

- a) **Integrity and Quality** - HallMark ensures that the project is designed, reviewed, and undertaken to provide integrity and quality. To achieve this, the project is carried out under quality assurance conditions. The written project plan, sampling design and description of statistical methods, show that these factors have been addressed. The Sampling plan will be agreed with FSA, taking account of the requirements of ethical committees (if required) and the terms of project licences.
- b) **Informed Consent** - when required, HallMark will seek informed consent by ensuring that any potential participant will be fully informed of the purpose, methods and intended possible uses of the sampling. For 'Small Retail Outlets', Surveyors will issue a leaflet from the FSA to inform them at the time of purchase that samples

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have been taken from their establishment for a Survey. HallMark Operations Team will notify large retailer's headquarters, rather than providing a letter to the individual store manager at the time of purchase.

- c) **Confidentiality and Anonymity** - HallMark respects the confidentiality and anonymity of the participants. To guarantee the anonymity and confidentiality that the participants (i.e., brand owners and retailers) are promised when they give informed consent, all HallMark staff abide by the confidentiality clauses of the company and FSA on how to handle confidential information from the commercial and public organisations that they come into contact with during the course of the project. All data collectors will be trained in that respect.
- d) **Voluntary Participants** - HallMark ensures that all participants participate in the study voluntarily and are free from any coercion (i.e., small retailers reluctant to allow purchasing of samples).
- e) **Avoid Harm** - HallMark ensures the absence of "harm" (physical, emotional, risk to upset, as well as reputational damage) to participants.
- f) **Independent and Impartial** - HallMark is independent of commercial relationships with Laboratories or retailers and will ensure the independence of the project is clear, and any conflicts of interest or partiality avoided. HallMark operates independently and with no conflicts of interest.

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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.

1. OVERVIEW

HallMark acknowledges the importance of confidentiality, integrity, and availability of information, and ensures the security of its processing systems and services. As the incumbent supplier, HallMark already provides secure data transfer systems between Surveyors, HallMark, the Laboratory, and the Authorities through the HMX system. HallMark is registered with the Information Commissioner's Office (ICO) and complies with GDPR regulations.

2. SPECIFIC DATA PROTECTION ISSUES FOR THIS PROJECT/RISK ASSESSMENT APPROACH

No specific data protection issues are raised in the Specification requirement. HallMark does not anticipate collecting personal data as part of the surveillance, and the results of the project will not be disseminated. However, data privacy issues can arise from various sources. In case any personal data is collected, the FSA will be the data controller and HallMark the data processor. HallMark is willing to carry out a Privacy Impact Assessment (PIA) if required by the FSA.

HallMark conducts regular risk assessments on information assets and implements appropriate controls to address identified risks.

3. MEASURES IN PLACE

To ensure compliance with GDPR and protect the rights of data subjects, HallMark has implemented the following technical facilities and measures:

- Ongoing confidentiality, integrity, availability, and resilience of processing systems and services, adhering to ISO/IEC 27001:2013 standards.
- No transfer of personal data outside the UK.
- External certification against Cyber Essentials Plus to mitigate common internet-based threats.
- Secure external e-transfer and tracked recorded post for physical paperwork.
- Secure storage and controlled access to electronic data, with remote access granted only to authorised personnel using HallMark-approved devices.
- Restriction of access to survey details with clear processes for authorised individuals.
- Use of TLS 1.2 encryption and AES 256 encryption for document attachments requiring additional security.
- Implementation of SPF, DKIM, and DMARC controls to reduce the risk of email address spoofing and spam.
- Provision of correct IT equipment and training to surveyors, including data protection legislation.
- Classification and handling of information assets according to the HallMark Information Classification and Handling Guide, ensuring secure processing, storage, transmission, and disposal.
- Regular testing, assessment, and evaluation of measures.
- Adherence to secure storage, handling, use, retention, and disposal principles for disclosures and disclosure information.

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- Immediate secure destruction of disclosure information after the retention period by shredding, pulping, or burning.

4. HALLMARK SAMPLING SYSTEM (HMX)- SPECIFIC SECURITY MEASURES

The HallMark Sampling System (HMX) incorporates technology designed for secure information management. Specific security measures include:

- Data and file transfers using HTTPS (SSL) protocol with encryption.
- User authentication with secure password storage and encryption.
- Additional security restrictions for accessing directories and files through Apache's htaccess file system.
- Sanitisation process for database queries to prevent SQL injection.
- Restricted access to hosting servers and databases, with passwords never shared with external parties.
- Non-disclosure agreements with developers to ensure confidentiality.
- Source code built or vetted by trusted IT suppliers without involving third-party contractors.
- Relevant permissions set for files and folders to prevent unauthorised access and changes.
- 24/7 remote access and full control of the hosting platform and security patches.
- Data center in the UK with secure power supply, cooling, and network resilience systems.
- Server-grade Linux operating system with stable server software versions.
- High-availability cluster of web servers for data interface and real-time database replication.
- Hourly database backups, rotation, and off-site storage for data protection.

These measures ensure that data collected, processed, and transferred on behalf of the FSA is securely handled throughout the project, complying with the Data Protection Act and GDPR regulations.

5. Conclusion:

HallMark is committed to upholding the highest standards of data protection. Our systems and protocols ensure that any data processed on behalf of the FSA is managed securely, in full compliance with the Data Protection Act and GDPR.

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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 organisation's 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)

Introduction:

HallMark recognises the FSA's dedication to enhancing sustainability throughout its operations. We align our approach with the FSA's vision, emphasising economic, environmental, and social aspects.

HallMark's Sustainability Framework:

Sustainability is integral to HallMark's ethos. We are committed to:

- **Environmental Stewardship:** Regularly assessing and setting targets to mitigate our environmental footprint.
- **Resource Efficiency:** Implementing initiatives to reduce energy, water, and other resource consumption.
- **Waste Management:** Prioritising waste reduction and recycling.
- **Employee Engagement:** Encouraging team members to champion sustainable practices and providing them with the necessary training and resources.
- **Community Engagement:** Actively participating in local environmental schemes.

Sustainability-Specifics to this Project**Minimising Travel**

HallMark actively monitors company mileage and is looking at ways we can constantly reduce both the time and money staff spend on travelling. We have internal systems in place to check mileage and expense claims monthly. Sampling routes are worked out carefully to minimise travel. All our surveyors are chosen based on the location (nearest to the selected sampling area) to minimise travelling. Where possible we would combine projects to minimise the travelling.

Sustainable Meeting Practices:

- Public transport (train/bus/metro) is our first choice of travel.
- Prior to attending meetings, we establish car share arrangements and encourage travel by public transport.
- Consideration is given to the impact of meetings, and we often hold teleconferences instead.

Leveraging Technology

- We have a robust internal communication system that reduces the need to make unnecessary journeys. This includes email, shareware, telephone and holding webinars.
- Training webinars are delivered to surveyors across the UK.
- Any company-wide information is posted on the home page of SharePoint, which is immediately available to all employees.
- Our innovative IT tool: HMX manages inspection projects that enable the management of the process and increasing efficiency.
- We deliver online training to field staff through our KeySkill platform which includes innovative eLearning experiences. This technology gives us the ability to record training sessions and upload them.

Recycling Equipment

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It is our policy to recycle equipment whenever possible. The central Support Department coordinates this process to ensure that; 1, equipment is not requested unnecessarily and 2, all equipment is recycled where possible. We control the stock to avoid purchasing more equipment than is required for successful contract delivery. In the sampling department, we prevent waste creation by precisely calculating the packing equipment needs of each surveyor before the sampling round. This prevents surplus equipment being sent and the possibility of waste. Except for disposable equipment, we maximise our efforts to recycle equipment from leavers returning their used items.

Share cost and Resources with Laboratories and FSA

We are flexible and could easily adopt our project by sharing resources and costs with laboratories and FSA where possible. For example, the labs may have exiting systems and couriers in place and or spare sampling equipment from other projects. Where further surveillance work is to be commissioned, HallMark would work with the FSA to explore/implement combined project delivery options.

Sustainability Training

HallMark raises staff awareness about Sustainability issues and our environmental guidelines in formal and informal ways. Promotion of green housekeeping and improving environmental awareness amongst staff is done via seminars, workshops, conferences and via our on-line KeySkill mandatory training materials. Also, sustainability is on the agenda at team meetings. Staff are required to view all information sections contained in the HallMark Sustainability Course on our KeySkill e-learning platform. Course completions are monitored by managers and re-enforced if necessary. Sections are available for all staff to download and reference.

We appreciate that environmental awareness is a constantly evolving topic. Therefore, we regularly bring up sustainability issues in team meetings and use the more informal setting of incidental conversations to reinforce the sustainability messages we wish to convey.

Sustainability Policy:

HallMark also has a Sustainability Policy, which outlines the organisation's ethos and direction on its contribution to developing a sustainable future. We have uploaded "*HallMark's Sustainability Policy*" in the supporting documents section.

Conclusion:

HallMark is committed to sustainability and looks forward to collaborating with the FSA to further this shared vision.

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E. DISSEMINATION AND EXPLOITATION (Science Projects Only)

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

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

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

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

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

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

Dissemination and Exploitation Plan

Introduction:

HallMark acknowledges the significance of disseminating research outcomes. For this project, our primary role is data collection, and we believe the onus of dissemination primarily rests with the FSA and the analytical laboratory.

Communication Strategy:

While we don't intend to independently disseminate findings, HallMark is committed to delivering comprehensive reports to the FSA, detailing the data amassed during the sampling project. Our communication focus is to establish cost-effective channels ensuring seamless interaction between the FSA, the laboratory, and ourselves.

Collaborative Dissemination:

HallMark is amenable to collaborating with the FSA on a tailored Communication Plan if deemed necessary. We stand ready to partner with the FSA, the scientific community, trade bodies, and other pertinent entities in any dissemination endeavours. This could encompass integrating facets of the sample collection process into the FSA's dissemination initiatives.

Support and Policy Development:

Beyond data collection, we're poised to offer support to the FSA, associated laboratories, and policymakers. This includes sharing non-confidential project management practices, aiding in process enhancements, and actively engaging in policy formulation.

Intellectual Property (IP):

We don't foresee the generation of any IP within this project's purview. Any confidential data arising from the project will remain untouched by HallMark without the FSA's explicit consent. Our agreement with the RVC clearly stipulates that no public announcements related to this agreement can be made without our prior written approval. We pledge to maintain all service-related information for disclosure and will grant the FSA access to such records upon request.

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Conclusion:

HallMark is committed to ensuring the project's success and is open to any collaborative efforts that enhance the value and impact of the research for the benefit of public health and in alignment with FSA's objectives.

8. SOCIAL VALUE

Social value has a lasting impact on individuals, communities and the environment. Government has a huge opportunity and responsibility to maximise benefits effectively and comprehensively through its commercial activity. To be effective it is essential that the FSA consider social value at all stages of the procurement life cycle. In order to do this, we are applying the Government Commercial Functions social value model PPN 06/20 Procurement Policy Note - Taking account of social value in the award of government contracts. [The Social Value Quick Reference Table](#) provides a useful summary of the criteria and the reporting metrics for each of the criteria, including examples.

In order to evaluate this, we ask that you answer the following:

A. WELLBEING: IMPROVING HEALTH AND WELLBEING:

Using a maximum of 3000 characters describe the commitment your organisation will make to ensure that opportunities under the contract deliver the Policy Outcome and Model Award Criteria 7.1: 'Demonstrate action to support health and wellbeing, including physical and mental health, in the contract workforce'.

Please include:

- your 'Method Statement', stating how you will achieve this and how your commitment meets the Award Criteria, and
- a timed project plan and process, including how you will implement your commitment and by when. Also, how you will monitor, measure and report on your commitments/the impact of your proposals. You should include but not be limited to:
 - timed action plan
 - use of metrics
 - tools/processes used to gather data
 - reporting
 - feedback and improvement
 - transparency

Responses should not exceed 3000 characters.

HallMark's Commitment to Wellbeing

HallMark prioritises staff wellbeing, understanding that our team is our greatest asset. Our adherence to the Mental Health at Work Commitment since November 2021 underscores this dedication.

Method Statement:

We've implemented the Commitment's six standards, fostering a supportive environment. Key initiatives include:

- **Open Dialogue:** Cultivating a space where mental health discussions are encouraged and normalised.
- **Accessible Support:** Directing employees to available resources, be it through our healthcare plan or designated team members.
- **Active Listening:** Engaging with our staff to discern their needs and preferences regarding mental health support.
- **Visibility:** Publicly showcasing our commitment to mental health through visible logos and endorsements, influencing our broader network.
- **Comprehensive Support:** Offering 24/7 helpline services, including counselling, through our 'Simply Health' plan.

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- **Feedback Mechanisms:** Conducting anonymous surveys to gauge employee sentiment and gather feedback. Recent Survey Example
- **Empowerment:** Ensuring a culture of support, regular communication, and understanding.
- **Flexibility:** Catering to individual needs, be it through remote work, part-time roles, phased returns, or retirement options.

Timed Project Plan and Process:

1. **Already in Place:** The Mental Health at Work Commitment logo is displayed on HallMark's website and staff emails.
2. **December 2023:** Reiterate the importance of the Mental Health at Work Commitment to all staff, ensuring new hires are also made aware.
3. **Q1 2024:** Continue with the bi-annual anonymous surveys to assess employee wellbeing, incorporating any new metrics or feedback mechanisms as necessary. Share the most recent survey results and gather feedback on potential improvements.
4. **Q2 2024:** Introduce monthly mental health webinars and workshops, ensuring content is relevant and engaging based on employee feedback.
5. **Q3 2024:** Evaluate the effectiveness of our 'Simply Health' plan, seeking feedback from employees and considering potential enhancements.
6. **Q1 2025:** Organise a company-wide mental health retreat, ensuring it addresses the needs and preferences identified in the surveys and feedback sessions.

Metrics and Data Collection:

- **Retention Levels:** A direct reflection of employee satisfaction and wellbeing.
- **Workforce Surveys:** Providing insights into areas of improvement and success.
- **Feedback Mechanisms:** Regular check-ins and open channels for employee communication.

Reporting and Improvement:

Quarterly reports will be generated to assess the effectiveness of our initiatives, with feedback loops in place to ensure continuous improvement.

Transparency:

HallMark is committed to maintaining transparency in all its endeavours, ensuring that our employees are always in the loop and that our strategies are clear and accessible.

In conclusion, HallMark's commitment to wellbeing is not just a statement; it's a lived reality, reflected in our policies, actions, and the feedback from our valued employees.

ADDITIONAL SUPPORTING DOCUMENTS

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

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

Clarification questions and supplier responses

1. Tender Summary and Objectives: Please provide some indication of the statistical analysis that the Statisticians will carry out under this project.

We would like to clarify that the statisticians from the Royal Veterinary College (RVC) will not be conducting statistical analysis per se. Instead, their expertise will be pivotal in the development of the sampling plan, ensuring its statistical soundness and alignment with the project's objectives.

The key responsibilities of the RVC statisticians in this project include:

- **Initial Design Input and Clarification with FSA:** They will provide essential input during the initial stages of the project, ensuring that the sampling plan is designed to meet the FSA's requirements and objectives.
- **Development of a Non-Biased Sampling Plan:** Utilising the market share data provided by the FSA, the statisticians will develop a sampling frame that ensures representativeness and non-bias across the UK regions. This is crucial for the accuracy and reliability of the survey results.
- **Resolution of Technical Queries:** Their expertise will be essential in addressing any technical questions or challenges that may arise during the project, particularly in relation to sampling strategies and methodologies.
- **Attendance at Meetings with FSA Client:** The statisticians will participate in meetings with the FSA to discuss and refine the sampling plan, ensuring that all parties are aligned and that the plan meets the required scientific standards.
- **Sampling Frame Development Post-Data Receipt:** Once we receive the necessary market share data and clarifications from the FSA, the RVC statisticians will complete the development of the sampling frame. This step is critical to ensure that the sampling strategy maximises representativeness and allows for inferences with predefined precision and confidence.

In summary, the role of the RVC statisticians is integral to the design and development of a robust and scientifically sound sampling plan. Their involvement ensures that the methodology aligns with the latest market data and FSA guidelines, thereby contributing significantly to the project's success.

2. Scientific approach/scope of work: Provide further details on the comprehensive review mentioned under the approach/scope section (on page 4) in terms of the scope, function, duration and objectives of the review and who will carry out the review.

In response to the request for further details on the comprehensive review mentioned in the approach/scope section of our application, we have made amendments to the original submission. Specifically, we have added Section 1.9 to provide a detailed explanation of the scope, function, duration, and objectives of the comprehensive review, as well as information on who will be responsible for carrying it out.

To facilitate easy identification of these amendments, the new text in the tender application form has been highlighted in blue. This color-coding is intended to clearly distinguish the updated sections and assist in your review process.

3. Scientific approach/scope of work: The proposal mentions the use of International Territorial Level (ITL) 3 regions to determine samples section and states that 'regions that collectively account for less than 20% of the national population will be excluded. One appraiser queried what is meant by 'national' as it's unclear if this is the UK as a whole or each of the 4 nations of the UK? The 2022 census data shows that within Scotland, none of the ITL3 regions account for 20% of the national population - Glasgow is the largest of the ITL2 regions at 11.4%. Is there a risk that samples from Scotland and other regions of the UK may not be sampled? This is an area that requires clarification bearing in mind that the specification asked for salmon fillet samples to be collected throughout the UK.

Thank you for your query regarding the use of International Territorial Level (ITL) 3 regions in our sampling plan. We understand the concern about the definition of 'national' and the potential underrepresentation of certain regions, particularly in Scotland, where no ITL3 region accounts for 20% of the population.

In our initial proposal, the term 'national' referred to the UK as a whole. However, we recognise the importance of ensuring that all regions, including Scotland, Northern Ireland, and Wales, are adequately represented in the sampling

plan. Our approach in previous UK-wide AMR surveys was to exclude the smallest NUTS3 regions that collectively accounted for less than 20% of the UK population. This sometimes resulted in smaller sample sizes for Scotland, Northern Ireland, and Wales compared to England, based on population size.

For this project, we will utilise the market share data provided by the FSA, derived from Defra's latest Family Food dataset, and population metrics for local authorities. This data will guide us in creating a sampling plan that is representative of the UK market share, ensuring that all regions, including those with smaller populations, are appropriately represented.

We will refine the final sampling plan in collaboration with FSA statisticians and microbiologists, ensuring that it is statistically sound and aligns with the project's objectives. This collaborative approach will address the need for comprehensive coverage across the UK, including regions that may not individually account for a significant portion of the national population.

We are committed to ensuring that our sampling strategy is inclusive and representative of the entire UK, and we will make necessary adjustments based on the latest data and expert input from the FSA.

4. Scientific approach/scope of work: Amend the sample purchase (2.5.2) section to state that the salmon fillets will be taken from the back of the refrigerator displays at the retailer.

In accordance with the FSA's request to amend the sample purchase section (2.5.2) of our tender submission, we have made the following update, now highlighted in blue for easy identification:

"Sample Selection: To ensure the freshness and quality of the salmon fillets, our surveyors will specifically select samples from the back of the refrigerator cabinets at retail outlets. This practice is based on the understanding that samples located at the back are generally fresher and maintained at a more consistently low temperature".

5. Scientific approach/scope of work: Please clarify what steps to be taken if the samples are not received by the testing laboratory within 24 hours timeframe.

In response to the FSA's request for clarification on the steps to be taken if samples are not received by the testing laboratory within the 24-hour timeframe, we have added detailed procedures and protocols in our tender submission. This information is now included under the Scientific approach/scope of work section, specifically in the newly added subsection 2.5.7. For ease of review, the updated content has been highlighted in blue.

This new subsection outlines our contingency plan, detailing the actions to be taken in the event of any delays in sample delivery. It includes communication protocols with the laboratory, resampling strategies, and measures to mitigate any potential impact on the project's timelines and objectives.

6. Scientific approach/scope of work: Please provide further details on the measures taken to avoid cross-contamination when collecting and shipping samples?

In response to the FSA's request for more details on the measures taken to avoid cross-contamination during sample collection and shipping, we have expanded the relevant section in our tender submission. The additional information can be found under the Scientific approach/scope of work section, specifically in the newly updated subsection 2.6. From the selection of samples to their packaging and dispatch, we have outlined the steps taken to ensure the integrity of the samples. The updated content has been highlighted in blue for easy identification and review.

7. Project Plan: Clarify whether staff be trained to use the HMX sampling system software and if there is a back-up option if the software fails?

Staff Training: Our surveyor team, actively engaged in HallMark's FSA projects including various Microbiological Survey AMR initiatives, demonstrates high proficiency in using the HMX sampling system software. This expertise is not limited to our experienced staff but is also imparted to new recruits. We have a rigorous training program for the HMX system, integrated into our standard induction process. This training ensures that all team members are well-equipped to utilise the software efficiently for data collection and management in our sampling operations. The details of this training program have been updated in section 6.2.2 of our submission.

Data Backup and Contingency Procedures: To mitigate any potential software failure, we have established robust data backup and recovery protocols. These include:

- **Hourly Database Backups:** Our approach to data security involves hourly database backups, with a rotation system and off-site storage. This ensures the safety and quick recoverability of our data within the HMX system.
- **Weekly CSV Reports:** Complementing our backup strategy, we generate weekly CSV reports from the HMX system. These reports offer a comprehensive and current overview of the sampling data, crucial for tracking project progress and maintaining data integrity, even in the face of technical challenges.

Note: Additional details regarding data security measures specific to the HMX system are outlined under the Q7 C) Quality Management, Data Protection section, and the Risk Management question. To avoid redundancy, these details were not duplicated in the Project Plan section.

8. **Project Plan:** Provide the specific dates for meeting with the FSA and Laboratories listed in the plan and deliverables section.

In our initial project plan, we proposed the following provisional dates for meetings with the FSA and Laboratories:

- Project Initiation Meeting with FSA: 03/01/2024
- Mid-Point Evaluation/Review Meeting: 27/06/2024
- Final Sampling Report Submission: 03/01/2025

We understand that these dates are subject to change based on the FSA's schedule and the availability of the testing contractor. We are aware of the FSA's note regarding the potential adjustment of the study's start date and the need to realign the project timeline accordingly.

Our team is prepared to adapt to the FSA's preferences and schedule additional meetings as necessary to ensure effective project monitoring and collaboration. We are committed to working closely with both the FSA and the testing contractor to align all meetings and deliverables with the revised project timeline.

At this stage, we have not yet updated these dates in our submission but will do so during the comprehensive review phase, once we have more clarity on the project's revised schedule.

9. **Deliverables:** Only 3 deliverables are mentioned which are the delivery of the sampling plan, mid-point project review and delivery of final sampling report. This may not be sufficient for the FSA to monitor progress of the project. On previous AMR surveys, HallMark have provided an excel spreadsheet of all samples taken per quarter rather than one mid-year review. This would be a preferable approach but also to use this opportunity to review if sampling is on track and any issues that arose.

We appreciate the FSA's input regarding the deliverables outlined in our proposal. Our initial plan, featuring three key deliverables, was intended to simplify the process while adhering to the tender specifications. These specifications included a project initiation meeting, a mid-point evaluation/review meeting, and a final presentation of key findings.

To facilitate ongoing project monitoring, we highlighted the capabilities of our HallMark Sampling System (HMX), which provides real-time data entry and immediate access to sampling details. The HMX system is capable of auto-generating comprehensive Excel spreadsheets for each collected sample, which can be accessed directly or sent securely to the FSA.

Understanding the FSA's preference for more frequent monitoring and review, we are open to incorporating additional quarterly deliverables into our project plan. We propose the following additions:

- Delivery Q1 Review Point
- Delivery Q3 Review Point

We look forward to discussing this further in the project initiation meeting and will update our submission to reflect these changes during the comprehensive review phase. This will also include a review of the project costs to account for the added two deliverables, staff effort and reporting requirements.

10. **Organisational experience, expertise and staff effort:** Please provide details of the expertise/experience that [redacted] will add to the project (given that [redacted] already very experience in carrying out these sampling projects).

While [redacted] as our Senior Project Manager, brings extensive experience in managing sampling projects, the role and expertise of [redacted] are distinct and complementary. [redacted] expertise lies in project management, ensuring the smooth execution and coordination of the project. On the other hand, [redacted] involves providing expert advice on sampling strategies and sample size estimation, which are crucial for the scientific integrity of the project.

HallMark has maintained a strong and established relationship with the RVC since 2013, engaging their expertise on a sub-contract basis. This collaboration ensures that our projects maintain high scientific standards. The specific contributions of [REDACTED] backed by his experience and knowledge in veterinary epidemiology and public health, are integral to the design and methodology of our sampling strategies. His input is vital in ensuring that our sampling plan is statistically sound and aligns with the project's objectives.

Furthermore, our partnership with the RVC, including the involvement of both [REDACTED] is governed by a signed framework agreement, underscoring the formal and ongoing nature of this collaboration. This arrangement, including a deputy system, ensures continuity and reliability in our project execution.

11. Organisational experience, expertise and staff effort: Provide more details on the samplers in terms of their previous experience, how many staff are involved, and will they be trained (especially important if they are new staff)?

In response to the request for additional details regarding our samplers, including their previous experience, the number of staff involved, and their training, especially for new staff, we have updated our tender submission. The updated information can now be found under the "Surveyors Team" heading in the "Organisational Experience, Expertise, and Staff Effort" section of our submission. This section has been updated and is highlighted in blue for easy identification.

12. Organisational experience, expertise and staff effort : The tender presents considerable relevant information about relevant skills and expertise in general terms in the first project (Table 1) but just states 'as previous example' for the next two projects (table 2 and 3) listed. Could the contractor fully complete these sections.

We apologise for any confusion caused by our initial approach of referencing 'as previous example' for the projects listed in Tables 2 and 3. Our intention was to maintain simplicity and avoid redundancy, as this approach had not been an issue in previous tenders. However, we understand and respect the FSA's need for specific details for each project.

To address this requirement, we have now fully completed the sections for Tables 2 and 3 in the "Organisational Experience, Expertise, and Staff Effort" section of our tender submission. The newly added information is highlighted in blue for easy identification and review.

We hope that these updates will meet the FSA's expectations and provide a clearer understanding.

13. Organisational experience, expertise and staff effort: Provide recent, relevant peer-reviewed papers for the key members of the project team.

In response to the request for recent, relevant peer-reviewed papers from key members of our project team, we have made updates to our submission, specifically in the CV sections of the relevant team members. These updates are highlighted in blue for easy identification.

We wish to clarify the distinct roles within our team:

- [REDACTED] have publications in peer-reviewed journals. Their primary roles are centered on the practical aspects of project management and coordination. Their expertise is in the operational execution of projects, with a focus on efficient and accurate data collection and management. The responsibility for the dissemination of research findings primarily rests with the FSA and the analytical laboratory. Their previous reports submitted to the FSA reflect their commitment to thorough and meticulous project execution.
- **Academic Team Members:** For our academic team members, such as [REDACTED] their relevant peer-reviewed papers are detailed in their respective CVs. These CVs have been previously submitted as part of our documentation. To ensure up-to-date information, we have now included their most recent research work and publications in their updated CVs, marked in blue.

Should the FSA require further information regarding the specific roles and contributions of our team members, or additional details from the CVs of our academic members, we are prepared to provide the necessary information promptly.

14. Project Management: The project management section (page 40-42) does not clearly state the number and dates of project management meeting, although the project plan (page 24) does mention some meetings with testing laboratory, the FSA and key personnel. The proposal should provide further information about all these meetings.

Thank you for highlighting the need for clarity regarding project management meetings. We understand the importance of these meetings for effective coordination and monitoring of the project. Our initial project plan, as outlined, includes meetings with the testing laboratory, the FSA, and key personnel. However, we acknowledge that specific dates and the number of meetings were not detailed, primarily due to some uncertainties at this stage of the project planning.

As the project's start date and the selection of the testing laboratory are yet to be confirmed, it is challenging to provide exact dates for these meetings. We assure you that once these key details are finalised, we will schedule, update and communicate the dates for all necessary project management meetings. Our approach is to remain flexible and adaptable to the evolving requirements of the project and the FSA's preferences.

We propose the following tentative meeting schedule, subject to confirmation of the project timeline and laboratory selection:

- **Project Initiation Meeting:** To be scheduled immediately after contract award and laboratory selection.
- **Quarterly Review Meetings:** To align with the FSA's preference for more frequent monitoring, we suggest quarterly review meetings to discuss progress, challenges, and any adjustments needed.
- **Ad-hoc Meetings:** As required, based on project developments or specific requests from the FSA or the laboratory.

We are committed to maintaining open and regular communication throughout the project. Our goal is to ensure that all stakeholders are kept informed and engaged, facilitating a collaborative and transparent project environment.

15. Commercial: Could the applicant explain what 'built in margins' are and why they represent nearly 50% of the cost within the 'consumables and other cost' section of the financial document.

The 'built in margins' in our financial document represent a planned surplus of £7,767.79, which is represent approximately 20.4% of the total revenue. This margin is crucial for several reasons:

- **Coping with Unforeseen Events:** The current market volatility affects input costs such as travel, training, equipment, and courier services. The margin helps us manage unexpected cost variations that might arise during the project, whilst ensuring a satisfactory return is delivered.
- **Sustainability and Profitability:** A reasonable profit margin is essential for the sustainability of our business. It ensures we can continue to invest in quality services and maintain business continuity and security into the future.
- **Flexibility in Sampling Plan:** Given the flexible nature of our sampling plan, a lower margin would not adequately cover the demands and complexities of the project.
- As mentioned above, although built in margins are shown within 'consumables and other costs' they should be taken as part of the total cost of delivery and represent 20.4% of revenue.

Our financial planning is designed to ensure the project's success while maintaining the financial health of our company. The built-in margins are a critical component of this strategy, allowing us to deliver high-quality services reliably and sustainably.

16. Commercial: The sample purchase cost seems to be high. Sampling 315 salmon fillets at a total cost of £4,410 which works out as £14 per sample when salmon fillets typically cost around £4 to £6. Can you explain what these samples purchase cost are based on and whether this includes something else which is not evidence from the title than just the purchase of salmon fillets. For example, does this include travel cost to collect the sample?

The estimated cost of £14 per salmon fillet sample, totalling £4,410 for 315 samples, was determined based on a conservative approach to budgeting. This estimate was derived from the current market prices of salmon fillets from various major retailers, as detailed below:

- Sainsbury's: £8.75 per fillet
- Tesco: £9.50 per fillet
- Waitrose: £12.25 per fillet
- Marks & Spencer: £13.50 per fillet

Given the variability in retail prices and the potential for inflation, we opted to use the higher rate in our tender to minimise financial risks and ensure that the project budget remains robust against market fluctuations. This approach is particularly prudent for a project of this scale, where even minor price variations can significantly impact the overall budget.

We would like to emphasise that the estimated cost is solely for the purchase of salmon fillets and does not include any travel expenses for sample collection. Our intention is to provide a realistic yet cautious budget estimate, ensuring that we can deliver the project effectively without exceeding the allocated funds.

Furthermore, we are fully prepared to adjust the charge to the actual purchase cost of the samples. This means that if the market price of salmon fillets is lower than our estimated cost at the time of purchase, we will reflect this in the final invoicing, ensuring that the FSA is charged only for the actual cost incurred.

We hope this clarifies the basis of our cost estimation for salmon fillet samples. We remain committed to transparency and cost-effectiveness in our approach and are open to further discussions to align our budgeting with the FSA's expectations and requirements.

17. Commercial: Can you explain why the payment schedule provided is front loaded? Why is the first payment for £11,421 and then £9,517 for the remaining two payments?

The front-loaded payment schedule is a model we have successfully implemented in our previous sampling projects with the FSA. This approach is primarily driven by the following considerations:

- **Initial Project Expenditures:** The nature of our projects often requires significant upfront investments, particularly in the early stages. This includes the purchase of necessary equipment and other initial costs essential for the smooth commencement and progression of the project. A front-loaded payment schedule assists in covering these initial expenditures efficiently.
- **Cash Flow Management:** As an SME, effective cash flow management is crucial to our operations. The front-loaded payment structure aids in maintaining a healthy cash flow, enabling us to manage project resources more effectively and ensure timely project progression. This approach has been beneficial not only for our financial stability but also for the uninterrupted delivery of project milestones.
- **Consistency with Past Practices:** This payment structure has been a standard practice in our previous contracts with the FSA and has proven to be effective in ensuring project success. It aligns with our operational needs and has historically been mutually beneficial.

We understand that each project may have unique financial considerations and are open to discussing alternative payment schedules if required. If the FSA needs to allocate costs across different yearly budgets or has other specific financial constraints, we are more than willing to collaborate on a revised payment plan that meets both our operational needs, ensuring a positive cash flow is achieved during each stage of the project and aligns with your budgeting requirements.

18. The start date of the study will need to be changed as unlikely the study will start in December 2023 (FSA Project Officer to advise). Subsequently, all the other dates (tasks, milestones, deliverables, invoice due dates, meetings, etc.) will have to be amended and aligned with the testing contractors.

We acknowledge the FSA's notification regarding the anticipated change in the start date of the project. Such adjustments are common and are prepared to align our schedule with the new timeline. To facilitate this, we have marked all dates in our tender document in red for easy identification and future amendments.

Our proposed sampling survey design, as outlined in our tender response, is preliminary and based on methodologies successfully employed in previous projects. This design inherently allows for flexibility, enabling us to make necessary adjustments in response to FSA's guidance and approval.

Upon confirmation of the revised start date and contract award from the FSA, we will undertake the following steps:

- **Receiving Laboratory Details:** We will work closely with the confirmed laboratory to align our schedules and ensure seamless coordination throughout the project.

- **Receiving Market Share Data:** We request the market share data upon contract award to refine our sampling plan effectively.
- **Project Initiation Meeting:** We anticipate holding the Project Initiation meeting with the FSA and the designated laboratory as soon as possible after the contract award. This meeting will be crucial for finalising the project plan details, including the sampling methodology.
- **Comprehensive Review and Rescheduling:** Following the Project Initiation meeting and receipt of necessary data, we will conduct a comprehensive review of our project plan. This will include adjusting all relevant dates, such as tasks, milestones, deliverables, invoice due dates, and meetings, to ensure alignment with the new start date and the testing contractor's schedule.

We are committed to working collaboratively with the FSA and the testing contractor to ensure a smooth transition to the revised project timeline. We look forward to receiving further guidance and the revised start date from the FSA.

[Annex 5 – IPR Clauses]

Part A Buyer ownership with limited Supplier rights to exploit New IPR for the purposes of the current Contract**10 INTELLECTUAL PROPERTY RIGHTS (“IPRS”)**

- 10.1 Each Party keeps ownership of its own Existing IPRs. The Supplier gives the Buyer a non-exclusive, perpetual, royalty-free, irrevocable, transferable, sub-licensable worldwide licence to use, copy and adapt the Supplier's Existing IPR to enable the Buyer and its sub-licensees to both:
- 10.1.1 receive and use the Deliverables; and
 - 10.1.2 use the New IPR.
- The termination or expiry of the Contract does not terminate any licence granted under this clause 10.1.
- 10.2 Any New IPR created under the Contract is owned by the Buyer. The Buyer gives the Supplier a royalty-free, non-exclusive, non-transferable licence to use, copy and adapt any Existing IPRs and the New IPR for the purpose of fulfilling its obligations during the Term. This licence is sub-licensable to a Subcontractor for the purpose of enabling the Supplier to fulfil its obligations under the Contract, and in that case the Subcontractor must enter into a confidentiality undertaking with the Supplier on the same terms as set out in clause 15 (What you must keep confidential).
- 10.3 Unless otherwise agreed in writing, the Supplier and the Buyer will record any New IPR and keep this record updated throughout the Term.
- 10.4 Where a Party acquires ownership of intellectual property rights incorrectly under this Contract it must do everything reasonably necessary to complete a transfer assigning them in writing to the other Party on request and at its own cost.
- 10.5 Neither Party has the right to use the other Party's intellectual property rights, including any use of the other Party's names, logos or trademarks, except as provided in clause 10 or otherwise agreed in writing.
- 10.6 If any claim is made against the Buyer for actual or alleged infringement of a third party's intellectual property arising out of, or in connection with, the supply or use of the Deliverables (an “**IPR Claim**”), then the Supplier indemnifies the Buyer against all losses, damages, costs or expenses (including professional fees and fines) incurred as a result of the IPR Claim.
- 10.7 If an IPR Claim is made or anticipated the Supplier must at its own option and expense, either:
- 10.7.1 obtain for the Buyer the rights in clause 10.1 without infringing any third party intellectual property rights; and
 - 10.7.2 replace or modify the relevant item with substitutes that don't infringe intellectual property rights without adversely affecting the functionality or performance of the Deliverables.

- 10.8 If the Supplier is not able to resolve the IPR Claim to the Buyer's reasonable satisfaction within a reasonable time, the Buyer may give written notice that it terminates the Contract from the date set out in the notice, or where no date is given in the notice, the date of the notice. On termination, the consequences of termination in clause 11.5.1 shall apply.
- 10.9 The Supplier shall not use in the Delivery of the Deliverables any Third Party IPR unless:
- 10.9.1 the Buyer gives its approval to do so; and
 - 10.9.2 one of the following conditions applies:
 - 10.9.2.1 the owner or an authorised licensor of the relevant Third Party IPR has granted the Buyer a direct licence that provides the Buyer with the rights in clause 10.1; or
 - 10.9.2.2 if the Supplier cannot, after commercially reasonable endeavours, obtain for the Buyer a direct licence to the Third Party IPR as set out in clause 10.9.2.1:
 - (a) the Supplier provides the Buyer with details of the licence terms it can obtain and the identity of those licensors;
 - (b) the Buyer agrees to those licence terms; and
 - (c) the owner or authorised licensor of the Third Party IPR grants a direct licence to the Buyer on those terms; or
 - 10.9.2.3 the Buyer approves in writing, with reference to the acts authorised and the specific intellectual property rights involved.
- 10.10 In spite of any other provisions of the Contract and for the avoidance of doubt, award of this Contract by the Buyer and the ordering of any Deliverable under it, does not constitute an authorisation by the Crown under Sections 55 and 56 of the Patents Act 1977, Section 12 of the Registered Designs Act 1949 or Sections 240 – 243 of the Copyright, Designs and Patents Act 1988.
- 10.11 Subject to clause 10.10, the Supplier agrees that the Buyer may at its sole discretion publish under Open Licence all or part of the New IPR Items and the Supplier warrants that the New IPR Items are suitable for release under Open Licence and that the publication of the New IPR Items under Open Licence will not infringe the rights of any third party and will not harm any Third Party or the Buyer.
- 10.12 The Supplier will supply any or all New IPR Items in a format suitable for publication under Open Licence ("**the Open Licence Publication Material**") within 30 days of written request from the Buyer ("**Buyer Open Licence Request**"). Where any Supplier Existing IPR is included in the Open Licence Publication Material, this will become Open Licence material.
- 10.13 The Supplier may within 15 days of a Buyer Open Licence Request under clause 10.12, request in writing that the Buyer excludes all or part of:
- 10.13.1 the New IPR; or
 - 10.13.2 Supplier Existing IPR or Third Party IPR that would otherwise be included in the Open Licence Publication Material supplied to the Buyer pursuant to clause 10.12

from Open Licence publication.

- 10.14 Any decision to approve any such request from the Supplier pursuant to clause 10.13 shall be at the Buyer's sole discretion, not to be unreasonably withheld, delayed or conditioned.
- 10.15 Subject to clause 12, the Buyer will not be liable in the event that any Supplier Existing IPR or Third Party IPR is included in the Open Licence Publication Material published by the Buyer.