



Department
for Environment
Food & Rural Affairs

Nobel House
17 Smith Square
London
SW1P 3JR

T: 03459 335577
helpline@defra.gsi.gov.uk
www.gov.uk/defra

Our ref: 24337
Date: 5/11/2018

[REDACTED]
Royal Society of Chemistry

[REDACTED]
Burlington House
Piccadilly
London
W1J 0BA

Dear [REDACTED]

Award of contract for the supply of service in relation to:

Project 24337 - Guidance for Organisation of Informal Food Authenticity Surveillance Programmes

Following your proposal for the supply of services listed above to the Department for Environment Food and Rural Affairs, we are pleased to award this contract to you.

This letter (Award Letter) and its Annexes set out the terms of the contract between the Department for Environment Food and Rural Affairs as the Customer and Royal Society of Chemistry as the Contractor, for the provision of the Services. Unless the context otherwise requires, capitalised expressions used in this Award Letter have the same meanings as in the terms and conditions of contract set out in "Section 1 Interpretation" to this Award Letter (the "Conditions"). In the event of any conflict between this Award Letter and the Conditions, this Award Letter shall prevail. Please do not attach any Contractor terms and conditions to this Award Letter as they will not be accepted by the Customer and may delay the conclusion of the Agreement.

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

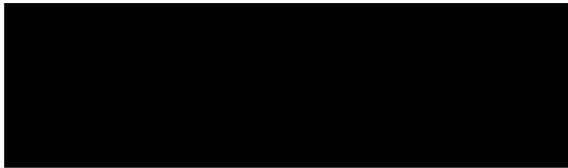
- 1) The Services shall be performed at the Contractor's premises: Royal Society of Chemistry [REDACTED]
- 2) The Specification of the Services to be supplied is as set out in Schedule 1
- 3) Charges for the Services shall be as set out in Schedule 2

4) The Term shall commence on 5th November 2018 and the Expiry Date shall be 15th May 2019 unless extended or subject to early termination.

5) The address for notices of the Parties are:

Customer

Department for Environment Food and
Rural Affairs
Nobel House
17 Smith Square
London
SW1P 3JR

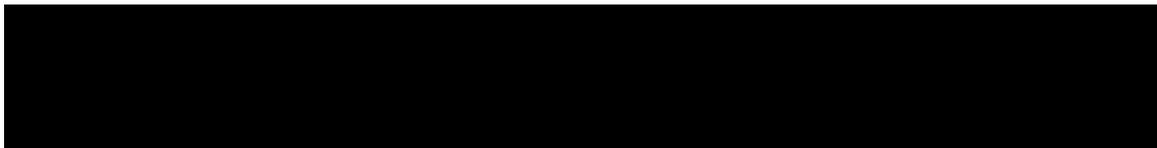


Contractor

Royal Society of Chemistry



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



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

Payment

All invoices should be sent, quoting a valid purchase order number (PO Number), to: Accounts-Payable.aph@sscl.gov.uk or Shared Services Connected Limited, PO Box 790, Phoenix House, Celtic Springs Business Park, Newport, Gwent, NP10 8FZ. Within 10 Working Days of receipt of your acceptance of this letter via Bravo, we will send you a unique PO Number. You must be in receipt of a valid PO Number before submitting an invoice.

To avoid delay in payment it is important that the invoice is compliant and that it includes a valid PO Number, PO Number item number (if applicable) and the details (name and telephone number) of your Customer contact (i.e. Contract Manager). Non-compliant invoices will be sent back to you, which may lead to a delay in payment. If you have a query regarding an outstanding payment please contact our Accounts Payable section either by email to Accounts-Payable.def@sscl.gov.uk or by telephone 0845 603 7262, between 09:00-17:00 Monday to Friday.

Liaison

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

We thank you for your co-operation to date, and look forward to forging a successful working relationship resulting in a smooth and successful supply of the Goods. Acceptance of the award of this contract will be made by electronic signature carried out in accordance with the 1999 EU Directive 99/93 (Community framework for electronic signatures) and the UK Electronic Communications Act 2000. Acceptance of the offer comprised in this Agreement must be made within 7 days from the date of this Award Letter and the Agreement is formed on the date on which the Contractor communicates acceptance on the Customer's electronic contract management system ("Bravo"). No other form of acknowledgement will be accepted. Please remember to quote the reference number above in any future communications relating to this contract

Yours sincerely

[REDACTED]
Procurement Category Manager,
Animal, Plant, Food & Farming Category (including Contingency Planning)
Department for Environment, Food and Rural Affairs
Procurement & Commercial Function
Room 301, Mallard House, Kings Pool 1-2 Peasholme Green
York
YO1 7PX
[REDACTED]



Department
for Environment
Food & Rural Affairs

Short Form Contract

Contract for:

**Project 24337 - Guidance for Organisation of
Informal Food Authenticity Surveillance
Programmes**

November 2018

Contents

1. Interpretation	7
2. Basis of Agreement	10
3. Supply of Services	11
4. Term	11
5. Charges, Payment and Recovery of Sums Due	12
6. Premises and equipment.....	13
7. Staff and Key Personnel.....	14
8. Assignment and sub-contracting.....	14
9. Intellectual Property Rights.....	15
10. Governance and Records	16
11. Confidentiality, Transparency and Publicity	16
12. Freedom of Information.....	17
13. Protection of Personal Data and Security of Data.....	18
14. Liability.....	22
15. Force Majeure.....	23
16. Termination.....	23
17. Compliance.....	24
18. Prevention of Fraud and Corruption.....	25
19. Dispute Resolution.....	25
20. General	26
21. Notices.....	27
22. Governing Law and Jurisdiction	27
23. Schedule 1 - Specification.....	28
24. Schedule 2 - Pricing	29
25. Schedule 3 - Travel and Subsistence Policy.....	31

26. Schedule 4 - Processing, Personal Data and Data subjects.....33

27. Appendix 1 - Research Project Proposal Form (Evid 2).....35

1. Interpretation

1.1 In these terms and conditions:

Term	Description
“Agreement”	means the contract between (i) the Customer acting as part of the Crown and (ii) the Contractor constituted by the Contractor’s acceptance of the Award Letter via Bravo;
“Award Letter”	means the letter from the Customer to the Contractor printed above these terms and conditions;
“Bravo”	means the Customer’s electronic contract management system
“Central Government Body”	means a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics: Government Department; Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal); Non-Ministerial Department; or Executive Agency;
“Charges”	means the charges for the Services as specified in the Award Letter;
“Confidential Information”	means all information, whether written or oral (however recorded), provided by the disclosing Party to the receiving Party and which (i) is known by the receiving Party to be confidential; (ii) is marked as or stated to be confidential; or (iii) ought reasonably to be considered by the receiving Party to be confidential;
“Contractor”	means the person named as Contractor in the Award Letter;
“Controller”	has the meaning given in the GDPR;
“Customer”	means the person identified in the letterhead of the Award Letter;

“Data Loss Event”	means any event that results, or may result, in unauthorised access to Personal Data held by the Contractor under this Agreement, and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach;
“Data Protection Impact Assessment”	means an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data;
“Data Protection Legislation”	means (i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the DPA 2018 to the extent that it relates to processing of personal data and privacy; and (iii) all applicable Law about the processing of personal data and privacy;
“Data Protection Officer”	has the meaning given in the GDPR;
“Data Subject”	has the meaning given in the GDPR;
“Data Subject Request”	means a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;
“DPA 2018”	means the Data Protection Act 2018;
“Expiry Date”	means the date for expiry of the Agreement as set out in the Award Letter;
“FOIA”	means the Freedom of Information Act 2000;
“GDPR”	means the General Data Protection Regulation (Regulation (EU) 2016/679);
“Information”	has the meaning given under section 84 of the FOIA;
“Joint Controllers”	means where two or more Controllers jointly determine the purposes and means of processing.]
“Key Personnel”	means any persons specified as such in the Award Letter or otherwise notified as such by the Customer to the Contractor in writing;

“Law”	means any law, statute, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body with which the relevant Party is bound to comply;
“LED”	means Law Enforcement Directive (Directive (EU) 2016/680);
“Party”	the Contractor or the Customer (as appropriate) and “Parties” shall mean both of them;
“Personal Data”	has the meaning given in the GDPR;
“Personal Data Breach”	has the meaning given in the GDPR;
“Processor”	has the meaning given in the GDPR;
“Protective Measures”	means appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it;
“Purchase Order Number”	means the Customer’s unique number relating to the order for Goods to be supplied by the Contractor to the Customer in accordance with the terms of the Agreement;
“Request for Information”	has the meaning set out in the FOIA or the Environmental Information Regulations 2004 as relevant (where the meaning set out for the term “request” shall apply);
“Services”	means the services to be supplied by the Contractor to the Customer under the Agreement;
“Specification”	means the specification for the Services (including as to quantity, description and quality) as specified in the Award Letter;

“Staff”	means all directors, officers, employees, agents, consultants and contractors of the Contractor and/or of any sub-contractor of the Contractor engaged in the performance of the Contractor’s obligations under the Agreement;
“Staff Vetting Procedures”	means vetting procedures that accord with good industry practice or, where applicable, the Customer’s procedures for the vetting of personnel as provided to the Contractor from time to time;
“Sub-processor”	means any third party appointed to process Personal Data on behalf of the Contractor related to this Agreement;
“Term”	means the period from the start date of the Agreement set out in the Award Letter to the Expiry Date as such period may be extended in accordance with Clause 4.2 or terminated in accordance with the terms and conditions of the Agreement;
“VAT”	means value added tax in accordance with the provisions of the Value Added Tax Act 1994; and
“Working Day”	means a day (other than a Saturday or Sunday) on which banks are open for business in the City of London.

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

2. Basis of Agreement

- 2.1 The Award Letter constitutes an offer by the Customer to purchase the Services subject to and in accordance with the terms and conditions of the Agreement.

- 2.2 The offer comprised in the Award Letter shall be deemed to be accepted by the Contractor on receipt by the Customer of the Contractor's notification of acceptance via Bravo within 7 days of the date of the Award Letter.

3. Supply of Services

- 3.1 In consideration of the Customer's agreement to pay the Charges, the Contractor shall supply the Services to the Customer for the Term subject to and in accordance with the terms and conditions of the Agreement.
- 3.2 In supplying the Services, the Contractor shall:
- 3.2.1 co-operate with the Customer in all matters relating to the Services and comply with all the Customer's instructions;
 - 3.2.2 perform the Services with all reasonable care, skill and diligence in accordance with good industry practice in the Contractor's industry, profession or trade;
 - 3.2.3 use Staff who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Contractor's obligations are fulfilled in accordance with the Agreement;
 - 3.2.4 ensure that the Services shall conform with all descriptions and specifications set out in the Specification;
 - 3.2.5 comply with all applicable laws; and
 - 3.2.6 provide all equipment, tools and vehicles and other items as are required to provide the Services.
- 3.3 The Customer may by written notice to the Contractor at any time request a variation to the scope of the Services. In the event that the Contractor agrees to any variation to the scope of the Services, the Charges shall be subject to fair and reasonable adjustment to be agreed in writing between the Customer and the Contractor.

4. Term

- 4.1 The Agreement shall take effect on the date specified in the Award Letter and shall expire on the Expiry Date, unless it is otherwise extended in accordance with clause 4.2 or terminated in accordance with the terms and conditions of the Agreement.
- 4.2 The Customer may extend the Agreement for a period of up to 6 months by giving not less than 10 Working Days' notice in writing to the Contractor prior to the Expiry Date. The terms and conditions of the Agreement shall apply throughout any such extended period.

5. Charges, Payment and Recovery of Sums Due

- 5.1 The Charges for the Services shall be as set out in the Award Letter and shall be the full and exclusive remuneration of the Contractor in respect of the supply of the Services. Unless otherwise agreed in writing by the Customer, the Charges shall include every cost and expense of the Contractor directly or indirectly incurred in connection with the performance of the Services.
- 5.2 All amounts stated are exclusive of VAT which shall be charged at the prevailing rate. The Customer shall, following the receipt of a valid VAT invoice, pay to the Contractor a sum equal to the VAT chargeable in respect of the Services.
- 5.3 The Contractor shall invoice the Customer as specified in the Agreement. Each invoice shall include such supporting information required by the Customer to verify the accuracy of the invoice, including the relevant Purchase Order Number and a breakdown of the Services supplied in the invoice period.
- 5.4 In consideration of the supply of the Services by the Contractor, the Customer shall pay the Contractor the invoiced amounts no later than 30 days after verifying that the invoice is valid and undisputed and includes a valid Purchase Order Number. The Customer may, without prejudice to any other rights and remedies under the Agreement, withhold or reduce payments in the event of unsatisfactory performance.
- 5.5 If there is a dispute between the Parties as to the amount invoiced, the Customer shall pay the undisputed amount. The Contractor shall not suspend the supply of the Services unless the Contractor is entitled to terminate the Agreement for a failure to pay undisputed sums in accordance with clause 16.4. Any disputed amounts shall be resolved through the dispute resolution procedure detailed in clause 19.
- 5.6 If a payment of an undisputed amount is not made by the Customer by the due date, then the Customer shall pay the Contractor interest at the interest rate specified in the Late Payment of Commercial Debts (Interest) Act 1998.
- 5.7 Where the Contractor enters into a sub-contract, the Contractor shall include in that sub-contract:
- 5.7.1 provisions having the same effects as clauses 5.3 to 5.6 of this Agreement; and
- 5.7.2 a provision requiring the counterparty to that sub-contract to include in any sub-contract which it awards provisions having the same effect as 5.3 to 5.7 of this Agreement.
- 5.8 In this clause 5.8, “sub-contract” means a contract between two or more Contractors, at any stage of remoteness from the Authority in a subcontracting chain, made wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of this Agreement.
- 5.9 If any sum of money is recoverable from or payable by the Contractor under the Agreement (including any sum which the Contractor is liable to pay to the Customer in respect of any

breach of the Agreement), that sum may be deducted unilaterally by the Customer from any sum then due, or which may come due, to the Contractor under the Agreement or under any other agreement or contract with the Customer. The Contractor shall not be entitled to assert any credit, set-off or counterclaim against the Customer in order to justify withholding payment of any such amount in whole or in part.

6. Premises and equipment

- 6.1 If necessary, the Customer shall provide the Contractor with reasonable access at reasonable times to its premises for the purpose of supplying the Services. All equipment, tools and vehicles brought onto the Customer's premises by the Contractor or the Staff shall be at the Contractor's risk.
- 6.2 If the Contractor supplies all or any of the Services at or from the Customer's premises, on completion of the Services or termination or expiry of the Agreement (whichever is the earlier) the Contractor shall vacate the Customer's premises, remove the Contractor's plant, equipment and unused materials and all rubbish arising out of the provision of the Services and leave the Customer's premises in a clean, safe and tidy condition. The Contractor shall be solely responsible for making good any damage to the Customer's premises or any objects contained on the Customer's premises which is caused by the Contractor or any Staff, other than fair wear and tear.
- 6.3 If the Contractor supplies all or any of the Services at or from its premises or the premises of a third party, the Customer may, during normal business hours and on reasonable notice, inspect and examine the manner in which the relevant Services are supplied at or from the relevant premises.
- 6.4 The Customer shall be responsible for maintaining the security of its premises in accordance with its standard security requirements. While on the Customer's premises the Contractor shall, and shall procure that all Staff shall, comply with all the Customer's security requirements.
- 6.5 Where all or any of the Services are supplied from the Contractor's premises, the Contractor shall, at its own cost, comply with all security requirements specified by the Customer in writing.
- 6.6 Without prejudice to clause 3.2.6, any equipment provided by the Customer for the purposes of the Agreement shall remain the property of the Customer and shall be used by the Contractor and the Staff only for the purpose of carrying out the Agreement. Such equipment shall be returned promptly to the Customer on expiry or termination of the Agreement.
- 6.7 The Contractor shall reimburse the Customer for any loss or damage to the equipment (other than deterioration resulting from normal and proper use) caused by the Contractor or any Staff. Equipment supplied by the Customer shall be deemed to be in a good condition when received by the Contractor or relevant Staff unless the Customer is notified otherwise in writing within 5 Working Days.

7. Staff and Key Personnel

- 7.1 If the Customer reasonably believes that any of the Staff are unsuitable to undertake work in respect of the Agreement, it may, by giving written notice to the Contractor:
- 7.1.1 refuse admission to the relevant person(s) to the Customer's premises;
 - 7.1.2 direct the Contractor to end the involvement in the provision of the Services of the relevant person(s); and/or
 - 7.1.3 require that the Contractor replace any person removed under this clause with another suitably qualified person and procure that any security pass issued by the Customer to the person removed is surrendered,
- and the Contractor shall comply with any such notice.
- 7.2 The Contractor shall:
- 7.2.1 ensure that all Staff are vetted in accordance with the Staff Vetting Procedures;
 - 7.2.2 if requested, provide the Customer with a list of the names and addresses (and any other relevant information) of all persons who may require admission to the Customer's premises in connection with the Agreement; and
 - 7.2.3 procure that all Staff comply with any rules, regulations and requirements reasonably specified by the Customer.
- 7.3 Any Key Personnel shall not be released from supplying the Services without the agreement of the Customer, except by reason of long-term sickness, maternity leave, paternity leave, termination of employment or other extenuating circumstances.
- 7.4 Any replacements to the Key Personnel shall be subject to the prior written agreement of the Customer (not to be unreasonably withheld). Such replacements shall be of at least equal status or of equivalent experience and skills to the Key Personnel being replaced and be suitable for the responsibilities of that person in relation to the Services.

8. Assignment and sub-contracting

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

- 8.2 Where the Customer has consented to the placing of sub-contracts, the Contractor shall, at the request of the Customer, send copies of each sub-contract, to the Customer as soon as is reasonably practicable.
- 8.3 The Customer may assign, novate, or otherwise dispose of its rights and obligations under the Agreement without the consent of the Contractor provided that such assignment, novation or disposal shall not increase the burden of the Contractor's obligations under the Agreement.

9. Intellectual Property Rights

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

and reasonable legal and other professional fees awarded against or incurred or paid by the Customer as a result of or in connection with any claim made against the Customer for actual or alleged infringement of a third party's intellectual property arising out of, or in connection with, the supply or use of the Services, to the extent that the claim is attributable to the acts or omission of the Contractor or any Staff.

10. Governance and Records

10.1. The Contractor shall:

10.1.1. attend progress meetings with the Customer at the frequency and times specified by the Customer and shall ensure that its representatives are suitably qualified to attend such meetings; and

10.1.2. submit progress reports to the Customer at the times and in the format specified by the Customer.

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

11. Confidentiality, Transparency and Publicity

11.1. Subject to clause 11.2, each Party shall:

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

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

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

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

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

11.2.3. on a confidential basis, to its professional advisers;

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

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

11.2.6. where the receiving Party is the Customer:

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

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

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

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

12. Freedom of Information

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

12.1.1 provide all necessary assistance and cooperation as reasonably requested by the Customer to enable the Customer to comply with its obligations under the FOIA and the Environmental Information Regulations 2004;

- 12.1.2 transfer to the Customer all Requests for Information relating to this Agreement that it receives as soon as practicable and in any event within 2 Working Days of receipt;
 - 12.1.3 provide the Customer with a copy of all Information belonging to the Customer requested in the Request for Information which is in its possession or control in the form that the Customer requires within 5 Working Days (or such other period as the Customer may reasonably specify) of the Customer's request for such Information; and
 - 12.1.4 not respond directly to a Request for Information unless authorised in writing to do so by the Customer.
- 12.2 The Contractor acknowledges that the Customer may be required under the FOIA and the Environmental Information Regulations 2004 to disclose Information concerning the Contractor or the Services (including commercially sensitive information) without consulting or obtaining consent from the Contractor. In these circumstances the Customer shall, in accordance with any relevant guidance issued under the FOIA, take reasonable steps, where appropriate, to give the Contractor advance notice, or failing that, to draw the disclosure to the Contractor's attention after any such disclosure.
- 12.3 Notwithstanding any other provision in the Agreement, the Customer shall be responsible for determining in its absolute discretion whether any Information relating to the Contractor or the Services is exempt from disclosure in accordance with the FOIA and/or the Environmental Information Regulations 2004.

13. Protection of Personal Data and Security of Data

- 13.1. The Parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Controller and the Contractor is the Processor unless otherwise specified in Schedule 5. The only processing that the Contractor is authorised to do is listed in Schedule 5 by the Customer and may not be determined by the Contractor.
- 13.2. The Contractor shall notify the Customer immediately if it considers that any of the Customer's instructions infringe the Data Protection Legislation.
- 13.3. The Contractor shall provide all reasonable assistance to the Customer in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Customer, include:
- a. a systematic description of the envisaged processing operations and the purpose of the processing;
 - b. an assessment of the necessity and proportionality of the processing operations in relation to the Services;
 - c. an assessment of the risks to the rights and freedoms of Data Subjects; and

- d. the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.

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

- a. process that Personal Data only in accordance with Schedule 1 unless the Contractor is required to do otherwise by Law. If it is so required the Contractor shall promptly notify the Customer before processing the Personal Data unless prohibited by Law;
- b. ensure that it has in place Protective Measures which are appropriate to protect against a Data Loss Event, which the Customer may reasonably reject (but failure to reject shall not amount to approval by the Customer of the adequacy of the Protective Measures), having taken account of the:
 - i. nature of the data to be protected;
 - ii. harm that might result from a Data Loss Event;
 - iii. state of technological development; and
 - iv. cost of implementing any measures;
- c. ensure that :
 - i. the Staff do not process Personal Data except in accordance with this Agreement (and in particular Schedule 1);
 - ii. it takes all reasonable steps to ensure the reliability and integrity of any Staff who have access to the Personal Data and ensure that they:
 - 1. are aware of and comply with the Contractor's duties under this clause;
 - 2. are subject to appropriate confidentiality undertakings with the Contractor or any Sub-processor;
 - 3. are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Customer or as otherwise permitted by this Agreement; and
 - 4. have undergone adequate training in the use, care, protection and handling of Personal Data; and
- d. not transfer Personal Data outside of the European Union unless the prior written consent of the Customer has been obtained and the following conditions are fulfilled:

- i. the Customer or the Contractor has provided appropriate safeguards in relation to the transfer (whether in accordance with the GDPR Article 46 or LED Article 37) as determined by the Customer;
 - ii. the Data Subject has enforceable rights and effective legal remedies;
 - iii. the Contractor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Customer in meeting its obligations); and
 - iv. the Contractor complies with any reasonable instructions notified to it in advance by the Customer with respect to the processing of the Personal Data;
 - e. at the written direction of the Customer, delete or return Personal Data (and any copies of it) to the Customer on termination of the Agreement unless the Contractor is required by Law to retain the Personal Data.
- 13.5. Subject to clause 13.6 the Contractor shall notify the Customer immediately if, in relation to any Personal Data processed in connection with its obligations under this Agreement, it:
- a. receives a Data Subject Request (or purported Data Subject Request);
 - b. receives a request to rectify, block or erase any Personal Data;
 - c. receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
 - d. receives any communication from the Information Commissioner or any other regulatory authority;
 - e. receives a request from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
 - f. becomes aware of a Data Loss Event.
- 13.6. The Contractor's obligation to notify under clause 13.5 shall include the provision of further information to the Customer in phases, as details become available.
- 13.7. Taking into account the nature of the processing, the Contractor shall provide the Customer with full assistance in relation to either Party's obligations under Data Protection Legislation in relation to any Personal Data processed in connection with its obligations under this Agreement and any complaint, communication or request made under Clause 13.5 (and insofar as possible within the timescales reasonably required by the Customer) including by promptly providing:
- a. the Customer with full details and copies of the complaint, communication or request;

- b. such assistance as is reasonably requested by the Customer to enable the Customer to comply with a Data Subject Request within the relevant timescales set out in the Data Protection Legislation;
 - c. the Customer, at its request, with any Personal Data it holds in relation to a Data Subject;
 - d. assistance as requested by the Customer following any Data Loss Event;
 - e. assistance as requested by the Customer with respect to any request from the Information Commissioner's Office, or any consultation by the Customer with the Information Commissioner's Office.
- 13.8. The Contractor shall maintain complete and accurate records and information to demonstrate its compliance with this clause 13. This requirement does not apply where the Contractor employs fewer than 250 staff, unless:
- a. the Customer determines that the processing is not occasional;
 - b. the Customer determines the processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; or
 - c. the Customer determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.
- 13.9. The Contractor shall allow for audits of its Personal Data processing activity by the Customer or the Customer's designated auditor.
- 13.10. Each Party shall designate its own Data Protection Officer if required by the Data Protection Legislation.
- 13.11. Before allowing any Sub-processor to process any Personal Data related to this Agreement, the Contractor must:
- a. notify the Customer in writing of the intended Sub-processor and processing;
 - b. obtain the written consent of the Customer;
 - c. enter into a written agreement with the Sub-processor which give effect to the terms set out in this clause 13 such that they apply to the Sub-processor; and
 - d. provide the Customer with such information regarding the Sub-processor as the Customer may reasonably require.
- 13.12. The Contractor shall remain fully liable for all acts or omissions of any of its Sub-processors.
- 13.13. The Customer may, at any time on not less than 30 Working Days' notice, revise this clause by replacing it with any applicable controller to processor standard clauses or similar terms

forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this Agreement).

- 13.14. The Parties agree to take account of any non-mandatory guidance issued by the Information Commissioner's Office. The Customer may on not less than 30 Working Days' notice to the Contractor amend this Agreement to ensure that it complies with any guidance issued by the Information Commissioner's Officer.
- 13.15. When handling Customer data (whether or not Personal Data), the Contractor shall ensure the security of the data is maintained in line with the security requirements of the Customer as notified to the Contractor from time to time.
- 13.16. This clause 13 shall apply during the Term and indefinitely after its expiry.

14. Liability

- 14.1 The Contractor shall not be responsible for any injury, loss, damage, cost or expense suffered by the Customer if and to the extent that it is caused by the negligence or wilful misconduct of the Customer or by breach by the Customer of its obligations under the Agreement.
- 14.2 Subject always to clauses 14.3 and 14.4:
- 14.2.1 the aggregate liability of the Contractor in respect of all defaults, claims, losses or damages howsoever caused, whether arising from breach of the Agreement, the supply or failure to supply of the Services, misrepresentation (whether tortious or statutory), tort (including negligence), breach of statutory duty or otherwise shall in no event exceed a sum equal to 125% of the Charges paid or payable to the Contractor; and
- 14.2.2 except in the case of claims arising under clauses 9.4 and 18.3, in no event shall the Contractor be liable to the Customer for any:
- a) loss of profits;
 - b) loss of business;
 - c) loss of revenue;
 - d) loss of or damage to goodwill;
 - e) loss of savings (whether anticipated or otherwise); and/or
 - f) any indirect, special or consequential loss or damage.
- 14.3 Nothing in the Agreement shall be construed to limit or exclude either Party's liability for:
- 14.3.1 death or personal injury caused by its negligence or that of its Staff;

- 14.3.2 fraud or fraudulent misrepresentation by it or that of its Staff; or
- 14.3.3 any other matter which, by law, may not be excluded or limited.
- 14.4 The Contractor's liability under the indemnity in clause 9.4 and 18.3 shall be unlimited.

15. Force Majeure

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

16. Termination

- 16.1 The Customer may terminate the Agreement at any time by notice in writing to the Contractor to take effect on any date falling at least 1 month (or, if the Agreement is less than 3 months in duration, at least 10 Working Days) later than the date of service of the relevant notice.
- 16.2 Without prejudice to any other right or remedy it might have, the Customer may terminate the Agreement by written notice to the Contractor with immediate effect if the Contractor:
 - 16.2.1 (without prejudice to clause 16.2.5), is in material breach of any obligation under the Agreement which is not capable of remedy;
 - 16.2.2 repeatedly breaches any of the terms and conditions of the Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms and conditions of the Agreement;
 - 16.2.3 is in material breach of any obligation which is capable of remedy, and that breach is not remedied within 30 days of the Contractor receiving notice specifying the breach and requiring it to be remedied;
 - 16.2.4 undergoes a change of control within the meaning of section 416 of the Income and Corporation Taxes Act 1988;
 - 16.2.5 breaches any of the provisions of clauses 7.2, 11, 12, 13 and 17;
 - 16.2.6 becomes insolvent, or if an order is made or a resolution is passed for the winding up of the Contractor (other than voluntarily for the purpose of solvent amalgamation or reconstruction), or if an administrator or administrative receiver is appointed in respect of the whole or any part of the Contractor's assets or business, or if the Contractor makes any composition with

its creditors or takes or suffers any similar or analogous action (to any of the actions detailed in this clause 16.2.6) in consequence of debt in any jurisdiction; or

- 16.2.7 fails to comply with legal obligations in the fields of environmental, social or labour law.
- 16.3 The Contractor shall notify the Customer as soon as practicable of any change of control as referred to in clause 16.2.4 or any potential such change of control.
- 16.4 The Contractor may terminate the Agreement by written notice to the Customer if the Customer has not paid any undisputed amounts within 90 days of them falling due.
- 16.5 Termination or expiry of the Agreement shall be without prejudice to the rights of either Party accrued prior to termination or expiry and shall not affect the continuing rights of the Parties under this clause and clauses 2, 3.2, 6.1, 6.2, 6.6, 6.7, 7, 9, 10.2, 11, 12, 13, 14, 16.6, 17.4, 18.3, 19 and 20.7 or any other provision of the Agreement that either expressly or by implication has effect after termination.
- 16.6 Upon termination or expiry of the Agreement, the Contractor shall:
 - 16.6.1 give all reasonable assistance to the Customer and any incoming Contractor of the Services; and
 - 16.6.2 return all requested documents, information and data to the Customer as soon as reasonably practicable.

17. Compliance

- 17.1 The Contractor shall promptly notify the Customer of any health and safety hazards which may arise in connection with the performance of its obligations under the Agreement. The Customer shall promptly notify the Contractor of any health and safety hazards which may exist or arise at the Customer's premises and which may affect the Contractor in the performance of its obligations under the Agreement.
- 17.2 The Contractor shall:
 - 17.2.1 comply with all the Customer's health and safety measures while on the Customer's premises; and
 - 17.2.2 notify the Customer immediately in the event of any incident occurring in the performance of its obligations under the Agreement on the Customer's premises where that incident causes any personal injury or damage to property which could give rise to personal injury.
- 17.3 The Contractor shall:
 - 17.3.1 perform its obligations under the Agreement in accordance with all applicable equality Law and the Customer's equality and diversity policy as provided to the Contractor from time to time; and

- 17.3.2 take all reasonable steps to secure the observance of clause 17.3.1 by all Staff.
- 17.4 The Contractor shall supply the Services in accordance with the Customer's environmental policy as provided to the Contractor from time to time.
- 17.5 The Contractor shall comply with, and shall ensure that its Staff shall comply with, the provisions of:
 - 17.5.1 the Official Secrets Acts 1911 to 1989; and
 - 17.5.2 section 182 of the Finance Act 1989.

18. Prevention of Fraud and Corruption

- 18.1 The Contractor shall not offer, give, or agree to give anything, to any person an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of the Agreement or for showing or refraining from showing favour or disfavour to any person in relation to the Agreement.
- 18.2 The Contractor shall take all reasonable steps, in accordance with good industry practice, to prevent fraud by the Staff and the Contractor (including its shareholders, members and directors) in connection with the Agreement and shall notify the Customer immediately if it has reason to suspect that any fraud has occurred or is occurring or is likely to occur.
- 18.3 If the Contractor or the Staff engages in conduct prohibited by clause 18.1 or commits fraud in relation to the Agreement or any other contract with the Crown (including the Customer) the Customer may:
 - 18.3.1 terminate the Agreement and recover from the Contractor the amount of any loss suffered by the Customer resulting from the termination, including the cost reasonably incurred by the Customer of making other arrangements for the supply of the Services and any additional expenditure incurred by the Customer throughout the remainder of the Agreement; or
 - 18.3.2 recover in full from the Contractor any other loss sustained by the Customer in consequence of any breach of this clause.

19. Dispute Resolution

- 19.1 The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the Agreement and such efforts shall involve the escalation of the dispute to an appropriately senior representative of each Party.
- 19.2 If the dispute cannot be resolved by the Parties within one month of being escalated as referred to in clause 19.1, the dispute may by agreement between the Parties be referred to a neutral adviser or mediator (the "Mediator") chosen by agreement between the Parties. All

negotiations connected with the dispute shall be conducted in confidence and without prejudice to the rights of the Parties in any further proceedings.

- 19.3 If the Parties fail to appoint a Mediator within one month, or fail to enter into a written agreement resolving the dispute within one month of the Mediator being appointed, either Party may exercise any remedy it has under applicable law.

20. General

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

provisions of the Agreement, and shall not in any way affect any other circumstances of or the validity or enforcement of the Agreement.

21. Notices

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

22. Governing Law and Jurisdiction

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

SCHEDULE 1 – SPECIFICATION

1. Glossary of Terms

AMWG	Analytical Methods Working Group
FFA	Food and Feed Authenticity [Sub-Committee]
FSA	Food Standards Agency
ISO	International Organisation for Standardisation
IUPAC	International Union for Pure and Applied Chemistry
LoD	Limit of Detection
MAFF	Ministry of Agriculture, Fisheries and Food
MRM	Mechanically Recovered Meat
RSC-AMC	Royal Society of Chemistry - Analytical Methods Committee
SC	Sub-Committee
UN/ECE	United Nations Economic Commission for Europe

2. Background

After the horsemeat incident, Prof Chris Elliott's Review recommended (No 4) "a resilient network of food analytical laboratories capable of testing consistently for food authenticity in the future". Defra's response was to seek a view from the Authenticity Methods Working Group (AMWG), which recommended that Defra "facilitate the development of guidance on surveillance programmes to inform national sampling programmes."

3. Project Description and Objectives

- a) This project aims to produce guidance as follows, on surveillance programmes to inform national sampling programmes.
- b) Formal sampling for local authority prosecutions is subject to certain conditions laid down in the Food Safety Act in term of the number of samples taken. The Contractor's guidance will focus on the considerations needed when deciding what an informal survey is trying to achieve in terms of covering the commercial market i.e. is it targeted or representative of the market.
- c) It will also examine which considerations must be taken into account about the method used to analyse the sample i.e. how robust is it, and what is the uncertainty around the result. These same considerations can be used by local authorities and public analysts if an investigation into the size of an authenticity issue such as misdescription or mislabelling needs to be undertaken.
- d) The guidance will be jointly developed under the RSC's Analytical Methods Committee by both the Food and Feed Authenticity Sub-Committee and the Statistics Sub-Committee (possibly with some input from the Sampling Uncertainty Sub-Committee).
- e) The output will be a Microsoft Word report in the form of a standalone guidance document.

SCHEDULE 2 – PRICING

1. The Authority will pay to the Contractor no more than the fixed sum of £6,500 (six thousand and five hundred pounds only). In accordance with Table 1 below.
2. Subject to any variation of the project, the amount in paragraph 1 shall remain firm throughout the duration of the agreement.
3. In the event that the agreement is varied, the amount in paragraph 1 shall be adjusted by such reasonable sum as may be agreed, in writing, between the Authority and the Contractor.

Table 1 – Milestone based costs

Milestone	Target Date	No. of months from start date	Description of milestone	Cost (£)

Table 2 – Costs based on daily rate

Financial Years (April – March)	
Year 18/19	
Travel Expenses	
Other	



1. Vat is not applicable in respect of the costs in Table 2 above.

SCHEDULE 3

TRAVEL and SUBSISTENCE

Travel and Subsistence

All Travel and Subsistence should be in line with Defra's Travel and Subsistence Policy. Claims should always be supported by valid receipts for audit purposes and must not exceed any of the stated rates below. Should the stated rate be exceeded, Defra reserve the right to reimburse only up to the stated rate.

Rail Travel

All Journeys – Standard class rail unless a clear business case demonstrating value for money can be presented. This includes international rail journeys by Eurostar and other international and overseas rail operators.

Mileage Allowance

Mileage Allowance	First 10,000 business miles in the tax year	Each business mile over 10,000 in the tax year
Private cars and vans – no public transport rate*	45p	25p
Private cars and vans – public transport rate	25p	25p
Private motor cycles	24p	24p
Passenger supplement	5p	5p
Equipment supplement**	3p	3p
Bicycle	20p	20p

*NB the 'no public transport rate' for car and van travel can only be claimed where the use of a private vehicle for the journey is essential e.g. on grounds of disability or where there is no practical public transport alternative. If the use of the vehicle is not essential the 'public transport rate' should be claimed.

** Under HMRC rules this expense is taxable.

Location	Rate (Upper Limit)
London (Bed and Breakfast)	£130
UK Other (Bed and Breakfast)	£75
Rates for specific cities (bed and breakfast)	Bristol £100 per night Weybridge £100 per night Warrington £90 per night Reading £85 per night

SCHEDULE 4

PROCESSING, PERSONAL DATA AND DATA SUBJECTS

1. This Schedule shall be completed by the Customer, who may take account of the view of the Contractor, however the final decision as to the content of this Schedule shall be with the Customer at its absolute discretion.
2. The contact details of the Customer Data Protection Officer are:

DGC.GDPR@defra.gsi.gov.uk
3. The contact details of the Contractor Data Protection Officer are:
4. The Contractor shall comply with any further written instructions with respect to processing by the Customer.
5. Any such further instructions shall be incorporated into this Schedule.

Data Processing descriptor	Narrative
Identity of the Controller and Processor	The Parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Controller and the Contractor is the Processor in accordance with Clause 13.1.
Subject matter of the processing	Guidance on surveillance programmes to inform national sampling programmes.
Duration of the processing	15 th November 2018 to 15 th May 2019
Nature and purposes of the processing	The processing is needed in order to ensure that the Processor can effectively deliver the contract to compile and deliver the Guidance on surveillance programmes to inform national sampling programmes.
Type of Personal Data	Examples include: name, address, date of birth, NI number, telephone number, email address, pay, images, biometric data etc.
Categories of Data Subject	Personnel involved in the formulation of guidance in project 24337, including members of the <div style="background-color: black; width: 150px; height: 15px; display: inline-block;"></div>

<p>Plan for return and destruction of the data once the processing is complete</p> <p>UNLESS requirement under union or member state law to preserve that type of data</p>	<p>In accordance with the Defra document disposal policy for contracts – 6 years after the end of the contract.</p>
--	---

Appendix 1

Research Project Proposal Form (Evid 2)

The document below for reference, is exactly as submitted by the contractor on 03/08/2018.

Some milestones on this form have been updated as shown in Schedule 2 (Pricing tables).

General enquiries on this form should be made to:

Defra Procurement and Commercial Function

E-mail: researchtenders@defra.gsi.gov.uk

Research Project Proposal Form



- See **Note a** in guidance note for information about the storage of, and access to, ... provided in this form.
- For guidance on submitting the form, see **Note b** in guidance note.
- For guidance on completing the form, see **Note c** in guidance note.

■ Section 1 – Overview

Complete the following information:

1.1 (1.1a) Defra project code or competition reference (Note d in guidance note)	FA0
---	-----

(1.1b) Project title (as in specification)	Guidance for Organisation of Informal Food Authenticity Surveillance Programmes
---	---

1.2 Proposer's full name and title	<input type="text"/>	Tel. No. (incl. STD code)	<input type="text"/>
------------------------------------	----------------------	---------------------------	----------------------

Position held	<input type="text"/>	Fax No.	<input type="text"/>
---------------	----------------------	---------	----------------------

E-mail address

[Redacted]

1.3 Name and address of organisation (Registered address – to be entered in Defra’s contracts database if proposal successful)

[Redacted]

1.4 Name and address of organisation (Proposer’s address for technical enquiries, if different to the above)

[Redacted]

1.5 (1.5a) Proposed start date

1 Oct 2018

(1.5b) Proposed end date

31 March 2019

(1.5c) Proposed duration

6 months

(1.5d) Date submitted to Defra

July 2018

1.6 Summary of costs (excl VAT) – per financial year and total

	Year 2018 / 19	Year /	Year /	Year /	Year /	Total
For Defra	[Redacted]					£ 6,500
Other than Defra	£	£	£	£	£	£ 0
In kind						

1.7Is this work currently or about to be submitted in another application elsewhere?

Yes No

If YES: to which organisation and by what date is a decision expected

dd/mm/yyyy

[Redacted]

- 1.8** Brief project description (**maximum 500 words**). This should be a non-technical summary of your proposal, its potential relevance to policy and possible use of results. It should be easily understood by non-specialists. If your proposal is successful, this summary will be published on the Defra website (**Note e** in guidance note).

After the horsemeat incident, Prof Chris Elliott's Review recommended (No 4) "a resilient network of food analytical laboratories capable of testing consistently for food authenticity in the future". Defra's response was to seek a view from the [REDACTED] [REDACTED] which recommended that Defra "facilitate the development of guidance on surveillance programmes to inform national sampling programmes." This project aims to produce this guidance.

Formal sampling for local authority prosecutions is subject to certain conditions laid down in the Food Safety Act in term of the number of samples taken. This guidance will focus on the considerations needed when deciding what an informal survey is trying to achieve in terms of covering the commercial market i.e. is it targeted or representative of the market. It will also examine which considerations must be taken into account about the method used to analyse the sample i.e. how robust is it, and what is the uncertainty around the result. These same considerations can be used by local authorities and public analysts if an investigation into the size of an authenticity issue such as misdescription or mislabelling needs to be undertaken.

The guidance will be jointly developed under the RSC's [REDACTED]
[REDACTED]
[REDACTED]

1.9 Sub-contractor and/or joint contractor contact details

Only to be completed if there are sub-contractors to be employed on the project or if the project has joint contractors.

For each sub-contractor/joint contractor please insert the name and address of the organisation, contact name, telephone number and e-mail address. Please also specify if they are a sub-contractor or joint contractor. Please list joint contractors first followed by sub-contractors in order of their relative contributions.

Organisation	Contact name and, telephone number and email address	Joint or sub- contractor	Total costs
None outside the [REDACTED]			

■ Section 2 – Evidence

2.1 Background

Outline your understanding of the policy/research context and the key issues/challenges you are proposing to address in this project. Outline previous work on the subject.

After the horsemeat incident, Prof Chris Elliott’s Review recommended (No 4) “a resilient network of food analytical laboratories capable of testing consistently for food authenticity in the future”. Defra’s response was to seek a view from the [REDACTED] which recommended that Defra “facilitate the development of guidance on surveillance programmes to inform national sampling programmes.” This project aims to produce this guidance.

2.2 Objectives

Outline the general aims of the project and specific evidence objectives (measurable and time bound), any interdependence (the extent to which the success of one objective depends on the successful completion of another), and where there is more than one contractor, show clearly the roles of each.

If your application is accepted, these objectives may be included in the agreement between you and the Department. Please, therefore, restrict your entry to the salient points and set these out clearly and concisely.

Formal sampling for local authority prosecutions is subject to certain conditions laid down in the Food Safety Act in term of the number of samples taken. This guidance will focus on the considerations needed when deciding what an informal survey is trying to achieve in terms of covering the commercial market i.e. is it a targeted survey or representative of the market. It will also look at which considerations must be taken into account about the method used to analyse the sample i.e. how robust is it, and what is the uncertainty around the result. These same considerations can be used by local authorities and public analysts if an investigation into the size of an authenticity issue such as misdescription or mislabelling needs to be undertaken. It will also provide a brief overview of formal requirements.

2.3 Approach and methodology

If your application is accepted, the Approaches, Work Plan and Milestones will be included in any contract issued. Please, therefore, restrict your entry to the salient points and set these out clearly and concisely.

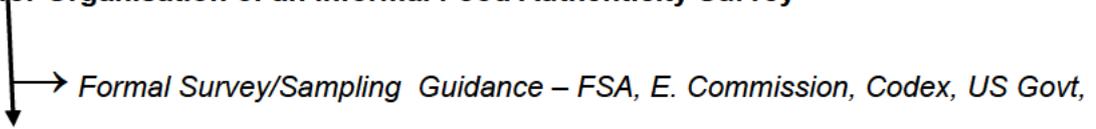
2.3a. Approaches and Work Plan

Outline the approaches to be used to achieve the objectives (set out in 2.2) and set out the work plan for the life of the project stating clearly how you intend to proceed (please include a Gantt chart if appropriate). The approaches should be given the same number, and be in the same order, as the objectives and must be clearly cross-referenced to the numbered milestones (see section 2.3c below). Where there is more than one contractor, please show clearly the roles of each.

Where appropriate, please describe the analyses of data you propose to undertake. This should include any **statistical inputs**.

The approach can be considered by the following flow diagram:

Guidance for Organisation of an Informal Food Authenticity Survey



What is the survey trying to achieve? (*total market, specific sector, all foods in group, single product*)



Representative Sampling Plan

(*Statistical Considerations*)

Targeted Sampling Plan



What are the market variables of the food, can the variables be reduced?



Fit for purpose method (is it validated etc.)



Qualitative Method

Quantitative Method

Statistical considerations – LoD, false +ve/-ve

LoD, MU etc.



Calculation of results – taking into account statistical considerations



Follow-up action on results – publication, formal samples etc

2.3b. Will the project require a survey to be carried out (**Note f** in guidance note)? Yes

No X

If yes, please give **brief** details about the proposed survey, for example, about the type of survey, its scope and scale.

2.3c. Milestones table (**Note g** in guidance note)

These must relate directly to the Objectives, Approaches and Work Plan.

Target date (dd/mm/yyyy)	No. of months from start date	Description of milestone (maximum 120 characters)	Cost (£) – when required by specs

2.3d Knowledge exchange

Consider the expected outputs which may arise from this project, identify key audiences for the results and outline your plans for knowledge exchange and communications of results. Provide a list of all proposed project outputs, including datasets, publications, presentations or demonstrations, and a brief description of how you anticipate the results will be used and by whom.

Where the project specification has been supplied by Defra, you must include any communication and knowledge exchange requirements set out in that specification. Additionally, Defra invites you to add any proposals of your own to communicate the results.

Please note that should you be successful, you will be required to seek approval from the Defra Project Officer before any press release is published at any time during the project. This may take up to two weeks.

This guidance has been requested by the ██████ in response to the Elliott review recommendations. It is therefore important that all UK stakeholders whether on the enforcement side, industry or consumer groups who are planning a food authenticity survey are aware of the issues and variables involved laid out in this guidance. Hence the advice in the guidance should be available to the widest audience. The protocol developed in this study could be published on a Government website. In addition, it could be summarised as an ██████ Technical Brief, which is published in the Analytical Methods journal, and made available at no charge via the AMC's web page at www.rsc.org/amc. This would also ensure it has an extensive audience including public analysts and local authorities.

2.3e. Quality assurance (**Note h** in guidance note)

- If specified in the competition details, please confirm that this project will be completed in accordance with the measures laid out in the Joint Code of Practice for Research: .. Yes No
- If NO, please list the areas of the Code that you feel cannot be met and describe the remedial actions you intend on taking to ensure future compliance. Please indicate the dates by which you expect each of these actions to be complete. If the Joint Code of Practice for Research is not applicable to your project please explain why here.

- If the project will be compliant with other Codes of Practice (e.g. the Government Social Research Code) please list these here. Please also state what procedures you operate for Quality Assurance, including formal accreditations.

2.3f. Risks, ethical considerations and health and safety

List the risks which might prevent or delay achievements of the project objectives. There is no such thing as a risk-free project – please complete this section. For each risk include an assessment of the likelihood of the risk occurring, the likely impact/consequences on the project, any steps that will be taken to minimise/avoid the risk and the risk owner.

Where relevant you should highlight any ethical considerations which the project may raise and also highlight any health and safety considerations.

No laboratory work is expected in this project, neither are there any ethical issues involved.

■ **Section 3 – Resources and Other Requirements**

3.1 Project management

You should identify the individual(s) who will have overall management responsibility for the research and/or identify the Project Director, and nominate a representative for day-to-day contact with the Defra Project Officer. You should outline how you plan to keep Defra informed of progress made and of any difficulties encountered, as well as the level of input and guidance that you will require from the Defra Project Officer and Project Board (if relevant). You should also describe your organisational approach to project management and how this is implemented.

As coordinator of the project, [REDACTED] will have responsibility for the day to day management. He will be working closely with other members of the [REDACTED] especially the Statistical Sub-Committee.

3.2 Proposed team

3.2a. Include a summary statement that explains why your proposed team has the appropriate skills and expertise to successfully undertake the project. Name all the members of the proposed team and outline their respective roles/activities in the project, relevant expertise, and unit cost. Please do not repeat the level of detail of the CV.

You are also required to submit short CVs (**no longer than 2 pages**) for each member of the proposed team, which should clearly show their expertise in relation to the needs of the project (e.g. include only relevant publications).

The he contractor is the Royal Society of [REDACTED]

[REDACTED] has 25 years of experience in food policy and science, and was responsible for running the authenticity programme (research and surveys) from its establishment in MAFF until the end of 2008 before retiring from the Food Standards Agency in March 2009. His experience also covers representation and negotiation on behalf of the UK on EU food law; particularly in food labelling and food standards, including marketing standards, and international standards organisations such as Codex, UN/ECE and ISO. His Branch in the FSA was responsible for negotiation, implementation into English legislation, and writing guidance for seven EC labelling and composition Directives and Regulations. Therefore his government work and previous overseas and UK industry experience has given him an extensive knowledge of how foods are harvested, processed, traded and described. His long association with the authenticity programme has also involved resolving many difficult issues of misdescription such as soluble coffee, fish product labelling, MRM, chicken preparations, Basmati rice, and also working with the FSA's Food Fraud Unit. He oversaw the organisation of many food authenticity survey to resolve these problems.

The main contact on the Statistics Sub-Committee is [REDACTED]

[REDACTED] He is a renowned national and international statistician, with previous experience in dealing with nitrogen factor and chemical analysis based projects, which have involved drawing up sampling plans and calculating the uncertainty and statistical significance of the results.

						0
Total staff days per year	0	0	0	0	0	0

3.3 Project costs

3.3a Cost breakdown

Before completing this part of the form you should read the **Financial Guidelines** for project cost estimate (within the guidance note).

If the project has joint contractors or sub-contractors details of these costs should be submitted separately in 3.3b.

Cost	Financial years (April – March) (e.g. 11/12)					Total
	Year 18 / 19	Year /	Year /	Year /	Year /	
	£	£	£	£	£	£
Pay costs						0
Consumables						0
Equipment						0
Travel expenses						0
Overheads						0
Sub contracts ¹						0
Other						0
Total costs* (FINANCIAL year)	6500	0	0	0	0	0

VAT (FINANCIAL year)

					0
--	--	--	--	--	---

**Excluding VAT. (See also Financial Guidelines (non-competitive work must be costed at current prices)*

3.3b Additional cost details

Please describe and explain what costs are included in Consumables, Equipment (include equipment to be used in project, and justification for further purchases), Travel expenses, Sub contracts and Other in the above table.

Also use this box to describe any in kind contributions or funding contributions other than Defra (e.g. for project joint funded with other organisations).

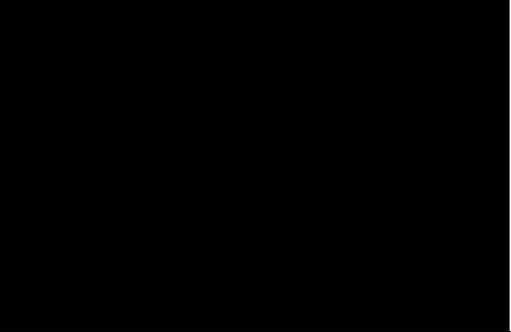
Travel expenses will cover [REDACTED] to cover development of the protocol, and writing the final Evid4 report.

3.3c Joint and Sub-contractor costs

If the project has sub-contractors or joint-contractors use this box to provide a breakdown of each of their costs in the same format to the table in 3.3a. **Please copy and paste one table per joint contractor and one table per sub-contractor.**

As the contract will be with the RSC [REDACTED], where all the development of the guidance will be undertaken, no sub-contracts are envisaged in this study.

3.3d Address to which payment should be made



VAT status:

- Will VAT be charged? Yes No

3.4 Insurance

The Department requires its research contractors to have an appropriate level of insurance cover based upon identified risks. Please state the current level of insurance cover you hold in respect of Employer's Liability; Public Liability; and Professional Indemnity, together with the insurer and current insurance certificate number. Should your bid be accepted, you may be required to provide a copy.

RSC's role is co-ordination and collation of report. There is no laboratory work involved and hence no liability insurance.

3.5. Intellectual Property (IP) Rights (Note i in guidance note)

The default position is for Defra to own the IP developed as part of the contract. This policy came into effect in December 2010 when updated Terms and Conditions were introduced by Defra and reflects the cross-Government model position recommended by the Cabinet Office Efficiency and Reform Group.

- Is the proposed research likely to lead to:

(i) protectable results (e.g. patents, design rights etc.)? Yes No X

(ii) other commercially negotiable results (such as 'know-how')? Yes No X

If YES to (i) and/or (ii), please give details including interest already expressed. Please provide justification if proposing other IP Rights arrangements. Please include details of proprietary IP rights.

3.6. Small business declaration (Note j in guidance note)

Under the Small Business Research Initiative Defra is required to monitor the amount of research funding that is awarded to small businesses. As such you are required to provide responses to the following questions in your tender document:

3.6a..... Are you or any joint contractors on the project small businesses?
Yes No X

If yes, please list names of businesses.

3.6b..... Does the proposal involve sub-contracting work to a small business?
Yes No X

If yes, please give the name and level of funding for each small business acting as a sub-contractor.

3.7. Use of animals

If the project involves the use of animals, you must complete this section.

(a) Does any of the work outlined in the proposal require a licence from the Home Secretary under the Animal (Scientific Procedures) Act 1986? Yes No

If YES, please give an estimate of the numbers of each species to be used

(b) Defra requires full compliance with the guidelines set out in the '<http://www.nc3rs.org.uk/page.asp?id=871>'. If your proposal involves the use of animals, please confirm by ticking this box that you have read the statement and will seek to implement it in full..... Yes No

Declaration (to be completed by a duly authorised signatory of the proposer's organisation)

I declare that:

- (a) I have read all sections of this proposal, the financial guidelines for project cost estimates, and Defra's standard contractual terms and conditions;
- (b) if agreed for funding, the work will be accommodated and administered in our organisation in accordance with the above mentioned terms and conditions;
- (c) the costings in this proposal conform to the above mentioned financial guidelines, and the staff grading and salaries quoted are correct and in accordance with the normal practice of this organization;

(d) no capital equipment proposed for purchase for the project, and included in the project costings, duplicates existing equipment which is available for use on the project;

(e) Defra may use the information in this application for the purposes outlined in Note a;

For universities and public sector research establishments only:

(f) the costings in this proposal represent the full economic costs determined in accordance with the appropriate methodology ('Transparent Approach to Costing' and 'Costing and Prices for Sustainability in PSRE's' respectively).

dd/mm/yyyy

Signature

Date

03/08/2018

Title

Dr

• First name

Mark

• Surname

Woolfe

• Position held

Chair of the Food and Feed Authenticity Sub-Group

• Telephone No. (including national dialling code)

00442083981887

• Fax No. (including national dialling code)

• E-mail address

mjwoolfe@gmail.com

Name and address of organisation

Royal Society of Chemistry, Analytical Methods
Committee
Burlington House, Piccadilly,
London
W1J 0BA

For submission of this form, please see Note b in guidance note.