

## **TERMS OF FUNDING AGREEMENT**

### **Funding Agreement between The Food Standards Agency (FSA) and The Department for Environment, Food and Rural Affairs (Defra)**

#### **1. Basis of Agreement**

**The Department for Environment, Food and Rural Affairs (Defra) hereby** offers agreement to provide a financial contribution of £12,500 (ex. VAT) per annum for 2 years, totalling £25,000, to the Food Standards Agency (FSA) towards the costs of the FSA's Food and You 2 Survey (Wave 1 and 3) under the terms set out below.

#### **2. Purpose of Funding Agreement**

The purpose of this funding agreement is for Defra to contribute to the costs of questionnaire development and fieldwork for the Food and You Survey 2 (Wave 1 and 3) in partnership with the FSA and the inclusion in the survey of a multi-part question around shopping behaviours and attitudes.

#### **3. Funding Agreement – Payment Terms**

The contribution to be provided is payable as follows:

- £12,500 (ex. VAT) per annum for 2 years
- Total £25,000

Payments will be made against completion of the fieldwork milestones (see key milestones below).

Defra will raise a purchase order, for invoicing by the FSA within 10 working days of completion of fieldwork.

Fieldwork Wave	Due to complete	Invoice amount (ex VAT)
Wave 1	2/10/2020	£12,500
Wave 3	30/06/2021	£12,500

#### **4. Scope of Work**

In return for funding from Defra, the FSA will include a multi-part question around consumer attitudes and behaviours when shopping in the Wave 1 and Wave 3 questionnaire of the Food and You 2 survey. These questions will be included as part of the wider 'Food Shopping' module". The targeted number of responding households will be 2,000 in England, and 1,000 each in Wales and Northern Ireland (4,000 in total). Up to two adults will be invited to take part in each household, therefore the number of individual responses is likely to be higher.

The questions Defra requests for inclusion in Wave 1 are included in Annex A and FSA will consider inclusion of these questions for Wave 1 and such other questions as Defra requests for Wave 3 in good faith, while retaining ultimate discretion to determine the content of the survey.

Following fieldwork, data will be analysed to produce statistics, and a dataset will be published via the FSA's website, the UK data.gov repository and the UK Data Service.

As Food and You 2 is an Official Statistic, if Defra require early sight of the data (i.e. before the FSA publishes the report) a separate agreement will be drawn up outlining who will have access to the data and what Defra's responsibilities are. Any such separate agreement will be subject to conditions of access as outlined in clause 7 of this Funding Agreement.

No personal data will be included in any data provided to Defra unless by separate agreement and pursuant to an appropriate data sharing agreement.

## **5. Division of Responsibilities Covered by Funding Agreement**

The parties acknowledge that for the purposes of the Data Protection Legislation (this means the General Data Protection Regulation (Regulation (EU) 2016/679, the Law Enforcement Directive (Directive (EU) 2016/680) and any applicable national implementing laws as amended from time to time; the Data Protection Act 2018 to the extent that it relates to processing of personal data and privacy and all applicable law about the processing of personal data and privacy) the FSA is the controller of personal data processed as part of the Food and You 2 Survey. The FSA will comply with its obligations under applicable Data Protection Legislation at all times.

FSA retains responsibility and accountability for development of the Food and You 2 survey. Fieldwork and data processing for Food and You 2 will be undertaken by Ipsos MORI, who are contracted by the FSA. Management of the contract and day-to-day oversight of the project will be the responsibility of the FSA. FSA will be responsible for reporting the findings.

Defra will be responsible for raising a purchase order and payment of the invoice.

## **6. Key milestones**

- Wave 1 fieldwork – 22<sup>nd</sup> July – 2<sup>nd</sup> October
- Wave 1 data shared with Defra – November 2020 (subject to separate agreement as per clause 4 of this Funding Agreement)
- Wave 1 reports published – Jan 2021
- Wave 3 fieldwork – Apr-Jun 2021
- Wave 3 data shared with Defra – Aug 2021 (subject to separate agreement as per clause 4 of this Funding Agreement)
- Wave 3 reports published – Oct 2021

## **7. Intellectual Property Rights**

The FSA will make the dataset from Food and You 2 publicly available and open access, including data for the Defra co-funded questions. The FSA will also publish its own reports on the survey findings in each wave, which will include data from the Defra co-funded questions in the reports for Waves 1 and 3. No personal data will be included in the published data.

## **8. Confidential Information**

In this Funding Agreement, “Confidential Information” means any information which has been designated as confidential by either Party in writing or that ought to be considered as confidential (howsoever it is conveyed or on whatever media it is stored) including information the disclosure of which would, or would be likely to, prejudice the commercial interests of any person or trade secrets or Intellectual Property Rights of either Party and all Personal Data within the meaning of the GDPR.

Each party acknowledges that it may receive or become aware of Confidential Information belonging to the other party whether in the form of data resulting from the fieldwork, in connection with Funding Agreement or otherwise. Except to the extent set out in this clause or where disclosure is expressly permitted elsewhere in this Funding Agreement, each party must treat the other party's Confidential Information as confidential and safeguard it accordingly. Each party must not disclose the other party's Confidential Information to any other person (except their employees to the extent to which such disclosure is necessary for the purposes contemplated under this Funding Agreement and subject to procuring that such persons are made aware of, and comply with, these obligations of confidentiality).

The obligations of confidentiality imposed by this clause do not apply to any Confidential Information to the extent that it is required to be disclosed by a requirement of law placed upon the party making the disclosure (including any requirements for disclosure under the Freedom of Information Act 2000, the Data Protection Act 2018 or the Environmental Information Regulations 2004).

The obligations of confidentiality in this clause continue in force notwithstanding termination or expiry of this Funding Agreement.

If the FSA are to transfer any data resulting from the fieldwork to Defra for data analysis purposes prior to publication (pursuant to clause 4 of this Funding Agreement) then those persons who are given access to the data must treat this data as Confidential Information and must comply with clauses 8 and 9 of this Funding Agreement.

Those persons who are given access to the data will be informed of conditions of access which they must abide by (including but will not be limited to:

- The data must not be reported upon until the survey findings have been officially released by the FSA.
- They must not provide any indication of the content, including descriptions such as “favourable” or “unfavourable”. (They may indicate that a release is forthcoming).

Any accidental or wrongful release should be reported immediately to the FSA’s Head of Profession for Statistics.

## **8. Freedom of Information**

Each party shall provide all necessary information and assistance reasonably requested by the other (subject to necessary confidentiality constraints, safeguards and statutory rules on disclosure) to enable the requesting party to respond to any request for information they receive under the Freedom of Information Act 2000, Data Protection Act 2018 or the Environmental Information Regulations 2004. The parties shall make reasonable endeavours to consult with each other before disclosing any information in connection with the project and will consider the availability and applicability of any exemptions and any other options available to avoid any disclosure of Confidential Information. Notwithstanding this the Parties acknowledge that the other party may disclose information without consultation, or following consultation with the other party having taken its views into account.

## **9. Termination**

Should any party wish to terminate this agreement the reasons should be presented to the other party/parties in writing. Where costs have been incurred each party agrees to contribute the agreed proportion of such costs.

## **10. Variation**

This agreement may only be varied by written agreement of both parties.

## **11. Change of Conditions**

Any future changes to the conditions attached to this agreement need to be agreed in writing between all parties.

## **12. Dispute Resolution**

It is the responsibility, in the first instance, of the Signatories to this Funding Agreement to attempt to resolve any dispute between the Parties arising out of or in connection with this Funding Agreement. If the Signatories are unable to resolve the dispute within a reasonable period of time, the dispute shall then be escalated to the Heads of Department or other senior officials of both parties for resolution.

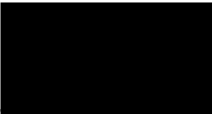



## **13. Governing Law and Jurisdiction**

This Funding Agreement shall be governed by and construed in accordance with English law and, without affecting the Dispute Settlement procedure set out in clause 12 of this Funding Agreement, each party agrees to submit to the exclusive jurisdiction of the courts of England and Wales.





**14. Acceptance**

If you wish to accept this agreement please indicate your acceptance by signing two copies of this letter of agreement and return both copies to the FSA. One copy signed by the FSA and Defra will be returned to you, one copy will be retained by the FSA for its records.

Signed on behalf of **Defra**

Signatory	
Name	
Title	
Date	

Signed on behalf of **Food Standards Agency**

Signatory	
Name	
Title	
Date	

## Annex A

### Questions to be included in Wave 1

[ASK ALL]

[REDACTED]

[REDACTED]

[REDACTED]

[ASK ALL]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

1. Very important
2. Somewhat important
3. Not very important
4. Not at all important
5. Don't know

[ASK ALL]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

6. Always
7. Most of the time
8. About half the time
9. Occasionally
10. Never

11. Don't know

[ASK ALL]

[REDACTED]

[REDACTED]

[REDACTED]

1. Always
2. Most of the time
3. About half the time
4. Occasionally
5. Never
6. Don't know

[ASK ALL]

[REDACTED]

[REDACTED]

12. Strongly agree
13. Agree
14. Neither agree nor disagree
15. Disagree
16. Strongly disagree
17. Don't know

[ASK ALL]

[REDACTED]

*Please provide up to three answers*

[OPEN BOX]

99. Don't know

[ASK ALL]

[REDACTED]

*Please provide up to three answers*

[OPEN BOX]

99. Don't know

**[ASK ALL]**



**RANDOMISE ANSWERS APART FROM 12**

*Please select up to three answers*

1. Taste
2. Appearance
3. Country of origin
4. Convenience
5. Ingredients
6. Animal welfare
7. Freshness
8. Assurance schemes
9. Brand
10. Price
11. Environmental impact
12. Other (specify)