Information redacted under FOI Act, S40 Personal Information and S43 Commercial Information

Food Standards Agency
food.gov.uk

Aston University,

[redacted]

Date: **4th November 2022**
Your ref: [redacted]
Our ref: **FS900281**

Dear [redacted]

Supply of FS900281 Consumer Survey of Allergic Reactions and Near Misses in the Non-Prepacked Sector

Following your tender/ proposal for the supply of **FS900281 Consumer Survey of Allergic Reactions and Near Misses in the Non-Prepacked Sector** to **Food Standards Agency**, we are pleased confirm our intention to award this contract to you.

The attached contract details ("**Order Form**"), contract conditions and the ***Annexes*** set out the terms of the contract between **Food Standards Agency** for the provision of the deliverables set out in the Order Form.

We thank you for your co-operation to date and look forward to forging a successful working relationship resulting in a smooth and successful delivery of the deliverables. Please confirm your acceptance of the Conditions by signing and returning the Order Form. No other form of acknowledgement will be accepted. Please remember to include the reference number above in any future communications relating to this contract.

We will then arrange for Order Form to be countersigned which will create a binding contract between us.

Yours faithfully,
FSA Commercial

Order Form

1. Contract Reference	**FS900281**	
2. Date		
3. Buyer	Food Standards Agency Clive House 70 Petty France London SW1H 9EX	
4. Supplier	Aston University, Aston Triangle, Birmingham, B4 7ET	
5. The Contract	The Supplier shall supply the deliverables described below on the terms set out in this Order Form and the attached contract conditions ("**Conditions**") and any ***Annexes***. Unless the context otherwise requires, capitalised expressions used in this Order Form have the same meanings as in Conditions. In the event of any conflict between this Order Form and the Conditions, this Order Form shall prevail. Please do not attach any Supplier terms and conditions to this Order Form as they will not be accepted by the Buyer and may delay conclusion of the Contract.	
6. Deliverables	**Goods**	None
	Services	To be performed at **the Suppliers premises.** **See Annex 3 – Technical Proposal**
7. Specification	The specification of the Deliverables is as set out **in Annex 2.**	

8. Term	The Term shall commence on **7th November 2022** and the Expiry Date shall be **10th March 2023,** unless it is otherwise extended or terminated in accordance with the terms and conditions of the Contract. The Buyer may extend the Contract for a period of up to 3 months by giving not less than 10 Working Days' notice in writing to the Supplier prior to the Expiry Date. The terms and conditions of the Contract shall apply throughout any such extended period.
9. Charges	The Charges for the Deliverables shall be as set out in **Annex 4.**
10. Payment	All invoices must be sent, quoting a valid purchase order number (PO Number), to: [redacted] Within 10 Working Days of receipt of your countersigned copy of this letter, we will send you a unique PO Number. You must be in receipt of a valid PO Number before submitting an invoice. To avoid delay in payment it is important that the invoice is compliant and that it includes a valid PO Number, PO Number item number (if applicable) and the details (name and telephone number) of your Buyer 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 by email to: [redacted]

11. Buyer Authorised Representative(s)	For general liaison your contact will continue to be [redacted] or, in their absence, [redacted]
12. Address for notices	**Buyer** Food Standards Agency FSA Commercial Foss House Peasholme Green York YO1 7PR **Supplier** Aston University, Aston Triangle, Birmingham, B4 7ET
13. Key Personnel	[redacted] See **Annex 3 Technical Proposal** for further details
14. Procedures and Policies	The Buyer may require the Supplier to ensure that any person employed in the delivery of the Deliverables has undertaken a Disclosure and Barring Service check. The Supplier shall ensure that no person who discloses that he/she has a conviction that is relevant to the nature of the Contract, relevant to the work of the Buyer, or is of a type otherwise advised by the Buyer (each such conviction a "**Relevant Conviction**"), or is found by the Supplier to have a Relevant Conviction (whether as a result of a police check, a Disclosure and Barring Service check or otherwise) is employed or engaged in the provision of any part of the Deliverables.

Signed for and on behalf of the **Supplier**	Signed for and on behalf of the **Buyer**
[redacted]	

Annex 1 – Authorised Processing Template

Contract:	**FS900281**
Date:	11/11/2022
Description Of Authorised Processing	**Details**
Subject matter of the processing	No personal data will be processed as part of this agreement.
Duration of the processing	
Nature and purposes of the processing	
Type of Personal Data	
Categories of Data Subject	

Annex 2 – Specification

THE SPECIFICATION, INCLUDING PROJECT TIMETABLE AND EVALUATION OF TENDERS

GENERAL INTRODUCTION

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

The Agency is committed to openness, transparency and equality of treatment to all suppliers. As well as these principles, for science projects the final project report will be published on the Food Standards Agency website (www.food.gov.uk). For science projects we will encourage contractors to publish their work in peer reviewed scientific publications wherever possible. Also, in line with the Government's Transparency Agenda which aims to encourage more open access to data held by government, the Agency is developing a policy on the release of underpinning data from all its science- and evidence-gathering projects.

Data should be made freely available in an accessible format, as fully and as promptly as possible. Consideration should be given to data management as new contracts are being negotiated. Resource implications for this should be taken into account. The mechanism for publishing underpinning data should allow the widest opportunity for to enable its re-use. Where possible, underpinning data should be included in the final project report. Where data are included in the final report in pdf format, they should also be published separately in a format that can be used for further analysis. Large data sets can be provided separately in an annex to the report, and published, where possible, alongside the final report online Where it is more appropriate to publish underpinning data in an existing database, archive, repository or other community resource, or for data to be saved in a specialist proprietary format, information will be provided on how the data can be accessed. There will be some circumstances where release of data may need to be restricted or anonymised for reasons of commercial and/or personal sensitivities.

This work is being commissioned under the FSA's Food Hypersensitivity programme. The programme aims to improve the quality of life for people living with food hypersensitivities and support them to make safe and informed choices to effectively manage risk.

A. THE SPECIFICATION

1. Background

As part of our Food Hypersensitivity (FHS) Programme of work, the FSA is considering options to help consumers with food hypersensitivities make safe, informed decisions when purchasing non-prepacked food. This is food which is sold loose, or which is packed or served to order, for example, takeaway food and food served in restaurants and cafes. Food hypersensitivity includes food allergy, intolerance, and coeliac disease. Further details of the Food Hypersensitivity Programme can be found in our Food Hypersensitivity Strategy and the associated FSA Board Paper (January 2020). Further updates related to our provision of allergen information work have been provided to the FSA Board in June 2022 and September 2022.

From a legislative perspective in England and Wales, the retained EU Regulation on the Provision of Food Information to Consumers (FIC) describes the requirement for businesses to communicate the presence of allergens in food to consumers. In Northern Ireland the EU Regulation applies. The FIC imposes a duty on food business operators to ensure that all mandatory food allergen information (relating to 14 substances listed in the FIC that are known to cause allergies) is accurate, available, and easily accessible to the consumer.

Therefore, if a FBO sells or provides food to customers directly, for example in a restaurant, they must provide allergen information. This can be done in any number of ways including:

- full allergen information on a menu, chalkboard or in an information pack such as the allergen matrix
- a written notice placed in a clearly visible position explaining how customers can obtain this information - for example by speaking to a member of staff

In addition to providing allergen information, food businesses are required to control allergens within their premises as they would controls other food "hazards" with a view to avoiding or reducing, where possible, the risk of allergen cross-contact in the food they serve to people with FHS.

The FSA is interested in exploring how we can improve the accuracy of allergen information for people with food hypersensitivity when purchasing non-prepacked food. To target measures effectively we need to understand where and why food hypersensitivity reactions are occurring. Data from our latest Quality of Life Wave 2 report shows that 62% of reactions are occurring at home and 14% when eating out. We do not have the granular detail to verify if the reactions that occurring at home are because of prepacked or non-prepacked food (e.g., takeaways) or why people with FHS are experiencing problems e.g., incorrect allergen information or cross contact with allergens.

In this research, we are interested in people who have a diagnosed allergy, intolerance or coeliac disease. This will reduce confounding factors such as differential diagnosis with similar symptoms to food intolerance, such as irritable bowel syndrome (IBS).

This research forms part of a wider programme of work that will enable us to develop options for the FSA Board and make recommendations for improving the provision of allergen information to consumers in the non-prepacked sector.

The budget for this work is £40,000 - £45,000.

The deadline for tenders is 17 October 2022. Work is expected to start on 7 November 2022, and finish on 10 March 2023.

2. Objectives

The aim of this work is to carry out a quantitative survey with a sample of people with diagnosed food hypersensitivity who have had a food hypersensitivity reaction or near miss from non-prepacked food in the last five years. A 'near miss' is defined as either:

(a) An allergen was present in the food or drink but was noticed before the food was consumed, for example, a nut garnish on a salad, sesame seeds on a burger bun

(b) or allergen requirements had been provided (in advance or at the point of order) but on checking the food business was not aware of the requirements.

The sample should be of sufficient size to allow sub-group analysis by allergy, intolerance and coeliac disease and nation (England, Wales, Northern Ireland). It should also be of sufficient size identify patterns and trends in reactions and near misses.

We want to understand:

- where reactions are occurring at a local authority level
- where food that triggers reactions or near misses is purchased from. For example, restaurants, take-aways, mobile food van.
- how the food was purchased. For example, online, in the establishment, through a third party delivery app.
- if the food business is part of a local or national chain or is a single outlet.
- the cause of the reaction or near miss. For example, cross-contact with allergens when the food is prepared, incorrect allergen information.
- what the food that triggered the reaction or could have triggered the reaction was.

A list of survey questions is outlined in Annex A.

3. **Scope**

The FSA is looking to appoint someone who can design and deliver quantitative research with robust sample of adults and children with a diagnosed food hypersensitivity who have had a food hypersensitivity reaction or near miss in the last five years. The sample should be sufficient to identify patterns and trends in FHS reactions and for conducting sub-group analysis by allergy, intolerance and coeliac disease. We anticipate that the FHS population will need to be oversampled in order to achieve this.

We would like a range of hypersensitivity conditions to be recruited, this includes food allergy, food intolerance, and coeliac disease. A diverse group of participants in terms of gender, age, income, education, and ethnicity should be recruited. For ages under 16, interviews should be conducted with the parent/primary carer of the child.

The FSA has responsibility in England, Wales and Northern Ireland. Fieldwork for this element will therefore need to cover a representative sample of consumers with food hypersensitivity living in these nations. Within the results we would expect nation specific analysis.

The appointed contractor will be responsible for identifying and sourcing a relevant sample and should outline how they will achieve this.

We also envisage data collection will be conducted online rather than face to face due to the uncertainties presented by Covid-19. The FSA is, however, open to alternative ideas about the methods and modes of data collection. We expect the successful tenderer to test the question format and wording with people with FHS prior to launch of the survey.

All proposals must provide detailed information on the approach to gathering data from people with food hypersensitivity, which should be robust and fit for purpose. There should also be review points built into the project timeline to discuss initial themes and review the research materials in case amendments are required.

Proposals must be supported by a clear rationale, detailing outputs with a clear link to the FSA brief.

Tenderers should set out their approach to analysing the data as part of their proposal. The contractor will be required to supply the FSA with a technical appendix documenting the project development work, including fieldwork approach, fieldwork materials, and analysis of any resulting datasets.

This contract is for a one-off study to be completed by 10 March 2023. Design of research materials, data collection, analysis and reporting will be carried out by the appointed contractor.

4. Accessibility

All materials and outputs must meet accessibility standards in line with 'The Public Sector Bodies (Websites and Mobile Applications) Accessibility Regulations 2018'. Guidance on the accessibility requirements. The service should work with the most common assistive technologies and for different browsers and devices.

Accessibility should apply to all aspects of the end-to end service (including code, content, interactions, and final reports). The contractor will be expected to test and ensure accessibility standards are fully met and publish a compliant accessibility statement.

5. Welsh Language Requirements

As a public body providing services in Wales, the FSA is legally obliged, under the Welsh Language Act 1993, and Welsh Language Measure 2011, to provide all services in Welsh.

Where the FSA communicates with the public in Wales, it must treat the English and Welsh languages equally. Work carried out on behalf of the Agency is subject to these provisions. This means that contractors must make provisions for this including:

- Research materials to sample members in Wales to be issued bilingually;
- Providing a Welsh speaking service to answer telephone queries from Welsh speakers;
- Sample members in Wales to be offered to participate in the language of their choice (Welsh or English);
- If somebody requests to contribute to the research in Welsh, adequate provision must be made to enable them to do so; and
- All requests should be treated respectfully, always acknowledging the individual's linguistic rights as a Welsh-speaker in Wales. The service provided on the behalf of the FSA must be of equal standard in English and Welsh.

The FSA has an internal Welsh Language Unit who can be consulted on Welsh language / translation arrangements. In some cases, the Unit may be able to undertake the necessary translation work in-house, otherwise, they will advise on FSA-approved translation contractors. These contractors have been approved following a rigorous procurement process where every aspect of their work was thoroughly tested, and the FSA cannot accept work from contractors who have not been through this process. Therefore, it's important that the Unit is consulted at the earliest possible opportunity with regards to research projects, to allow ample time for making translation arrangements.

6. Deliverables and governance

A delivery plan for the proposed work should be included within the tender.

The following outputs are required:

1. **A topline summary of initial research findings immediately following fieldwork completion.**
2. **A draft report containing consumer research findings with standalone summary.**
3. **A finalised report containing consumer research findings with standalone summary.**

4. **A technical appendix detailing the research approach and supporting technical information, including details of approaches used to analyse the data.**
5. **A draft presentation slide deck for an internal FSA workshop on the research findings.**
6. **Finalised presentation slide deck for an internal FSA workshop on the research findings.**
7. **Data tables and .csv file / data files to facilitate secondary analysis.**

Usually, reports require two rounds of substantive comments by FSA officials (and any other parties involved in the project as appropriate) and a final round to finalise minor outstanding comments. Unless otherwise agreed, the FSA's project manager will co-ordinate comments and provide them to the contractor and all responses will be recorded.

Final outputs will be subject to external peer review, following which further amendments may be required. Contractors should agree the timetable for reporting and publication with the FSA's project manager but should note that the FSA normally expect at least a week to provide a co-ordinated response per round of substantive comments.

All outputs will be published so they will need to meet WCAG 2.1 AA accessibility requirements here. Copies of the final reports should be provided in Open Document Text format (or MS Word) using the FSA reporting template. Reports should be structured in line with the 1:3:25 principle to ensure they are reader friendly. Please confirm in your proposal how you will meet the FSA's requirements for reporting and accessibility.

7. Timing

It is anticipated that the overall contract will last 4 months, between November 2022 and March 2023. However, tenders should propose an alternative timetable, and rationale for any changes, if the proposed timings are not considered feasible to deliver to.

Details of project timings must be clearly stated in the proposal and must include indicative dates for a start-up meeting, dates for outputs, and other key dates as appropriate. Critical dates should be marked accordingly.

The timetable must allow sufficient time for the FSA to comment on draft materials.

8. Personnel

The successful contractor will be supported by members of the FSA Food Hypersensitivity Policy Team and other relevant FSA departments.

The FSA requires the contractor to provide a sufficient level of resource throughout the duration of the contract to consistently deliver a quality service.

Details of all key personnel who will be working on this project for the contractor must be given in proposals, including their grade, daily rate, number of days' input, and a summary of their relevant skills and experience. The proposal should also include who would be drafting the report.

Should any element of this project be subcontracted, details of subcontracted companies, their key personnel and working arrangements with the contractor should also be included within proposals.

The contractor must demonstrate that their team has the necessary range of skills and knowledge to deliver this project, with evidence of relevant experience and expertise on similar projects provided (please provide at least two examples).

The contractor will also be required to appoint a contract manager who will be fully accountable for the delivery of the project against the contract. A named contract manager must be provided within

proposals. They will be required to liaise closely with the FSA's project manager.

9. Reporting

In addition to the outputs specified under Section 7, the contractor will report weekly to the FSA on progress, either by phone, MS Teams or via email.

There should be review points built into the project timeline to discuss initial themes for each objective and review work in case amendment is required.

10. Data security

It is desirable for tenderers to hold Cyber Security Plus certification, or similar, such as certification to the appropriate ISO 27001 – Information security management standards. If tenderers do not hold either of these, then Cyber Essentials certification is necessary.

All information relating to the project and correspondence should be held securely with appropriate safeguards in place to maintain confidentially of information, outputs and any other materials associated with the development of these outputs.

11. Quality

All reporting and outputs produced must be of publishable standard. Work is expected to have been proofread before submission to the FSA.

A quality plan should be included within the proposal, demonstrating internal quality assurance procedures and how the contractor will achieve high quality outputs to time and budget. It is desirable, not essential, for tenderers to hold ISO 9001 – Quality management[1].

12. Risk management

The contractor is expected to review, update and communicate risks to the successful conduction of the contracted work, to the FSA as appropriate. Proposals must include a risk register detailing high, medium and low risks, tailored to this specification, and how these will be managed and mitigated against. This includes any reputational risks to the FSA. It is desirable, but not essential for tenderers to hold ISO 3100 – Risk management[2].

13. Cost

The budget for this work is around £40,000 to £45,000.

Please ensure that your proposal identifies all anticipated costs for conducting the work.

A cost breakdown for staff involvement and days dedicated to the project should be provided for each staff member. In addition, all other associated overheads and expenses should be included in the proposal. Costs should be provided exclusive of VAT and should clearly state whether VAT will be charged.

Payments will be made against key milestones. A payment schedule will be agreed between the FSA's project manager and the successful supplier's contract manager on finalisation of the contract.

B. PROCUREMENT TIMETABLE

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

[1] ISO 9001 - quality management
[2] ISO 3100 - risk management

your timings in your work plan.

TABLE 1. ESTIMATED PROJECT TIMETABLE	
EXPECTED DATE	**INVITATION TO (ITT) TENDER**
20 September 2022	Invitation to Tender (ITT) issued by the Agency
Immediately as above	ITT Clarification period opens*
3 October 2022	ITT Clarification period closes**
17 October 2022	Closing date for submission of ITT responses***
To commence immediately after closing date	Evaluation of ITT responses
20 - 21 October 2022	Bid appraisal panel meeting
21 October 2022	Tenderers contacted with points raised by appraisers for clarification on their tender, with 2 weeks to respond
4 November 2022	Tenderers notified of outcome of appraisal and preferred Tenderer (or Tenderers) identified
7 November 2022	Contract awarded and signed
Within 2 weeks of contract award	Project initiation meeting takes place and project commences
10 March 2023	Latest date for submission of final report to FSA

* If a Tenderer wishes to raise any points of clarification over the procurement process, the actual project objectives or any other query these must be raised through the ECMS by the date specified.
** Queries will not be answered after this date.
*** Submissions must be uploaded onto the ECMS before the closing date and time.
§ These stages are optional

Further Information

For any technical queries or issues regarding the use of ECMS please contact the eSourcing Helpdesk:

Phone: 0800 368 4850
Email: help@bravosolution.co.uk .

For any points of clarification regarding this specification or the FSA's procurement procedures please submit through ECMS.

Closing Date

Tenders should be submitted on ECMS **by the date specified on ECMS.**

Tenders received after this time will not be considered or evaluated. Please allow sufficient time to upload your tender and all supporting evidence before the closing date.

Food Standards Agency
food.gov.uk

Notification of Submission of Tender

On successfully submitting your tender you should see a popup box appear on the screen indicating that your tender has been successfully submitted. In addition you will receive an automatic email from ECMS with a reference code.

C. EVALUATION OF TENDERS

The Tenderers Application consists of the:

- Technical envelope (80% of overall value), in which applicants should detail the approach, the work plan and their ability to undertake the work, and
- Commercial envelope (20% of overall value), in which applicants should outline all costs to conduct the proposed work, and
- Any other relevant supporting information

Tenders will be evaluated by FSA internal appraisers and external experts using a numerical system. The table below shows the weightings that have been allocated to each section of the application form and these will be used by the appraisers:

TABLE 2. EVALUATION CRITERIA FOR SELECTION OF SUCCESSFUL TENDERER	
CRITERIA	**PERCENTAGE WEIGHTINGS**
TECHNICAL CRITERIA – **80% overall Value**	Made up of
1. Tender summary and objectives and the approach/scope of work, including innovation	30%
2. The plan and deliverables	10%
3. Organisational experience, expertise and staff effort	15%
4. Project management	10%
5. Risk management	5%
6. Quality management, ethics, data protection, dissemination and sustainability	10%
COMMERCIAL CRITERIA – **20% overall value**	20%

Annex A FHS Consumer Survey Questions

Food Allergy, Intolerance and Coeliac Disease Reactions

I. Screening Questions

1. **Who did this incident happen to?**
   Select one option
   - Me
   - A child under the age of 16

2. **What year were you born?**
   For example 1980

   or What year was your child born?
   For example 2012

3. **Which region of the country do you or your child live in?**
   - England
   - Wales
   - Northern Ireland
   - Other *[exclude]*

4. **Which of the following best describes your ethnic group or background?**
   or Which of the following best describes the ethnic group or background of your child?

This information will be used to help identify trends in reactions to certain foods in people from different ethnic groups and backgrounds.

Please select one option from one section only.

- White
  - English, Welsh, Scottish, Northern Irish or British
  - Irish
  - Gypsy or Irish Traveller
  - Roma
  - Any other White Background
- Mixed or multiple ethnic background
  - White and Black Caribbean
  - White and Black African
  - White and Asian
  - Any other mixed or multiple ethnic background
- Asian or Asian British
  - Indian
  - Pakistani
  - Bangladeshi
  - Chinese
  - Any other Asian background

- Black or Black British
  - African
  - Caribbean
  - Any other Black, Black British or Caribbean background
- Any other ethnic group
  - Arab
  - Any other ethnic group
- Prefer not to say

5. **What is your gender?**
   or What is the gender of your child?

This information will be used to help identify trends in reactions to foods in people of different genders.

- Male
- Female
- Prefer to self-describe
- Prefer not to say

6. **Do you have any of the following?**
   Select all that apply

   or does your child have any of the following?

   Select all that apply

- Food allergy
- Food intolerance
- Coeliac disease
- Not sure *[exclude]*
- None of the above *[exclude]*

7. **How did you find out about your allergy/ intolerance/ coeliac disease?**
   Select one option.

   or How did they find out about their allergy/ intolerance/ coeliac disease?

   Select one option.

- Diagnosed by an NHS or private medical practitioner
  - for example, Doctor, Dietician, Gastroenterologist, Allergy Specialist in a hospital or clinic
- Alternative or complementary therapist.
- Self-diagnosed *[exclude]*

8. **Have you had a food hypersensitivity (allergy/intolerance/coeliac disease) incident or near miss in the last 5 years?**
   An incident is a reaction that occurred after the food or drink was consumed.
   A near miss is either:
   (a) an allergen was present in the food or drink but was noticed before the food was consumed,

for example, a nut garnish on a salad, sesame seeds on a burger bun or

(b) allergen requirements had been provided (in advance or at the point of order) but on checking the food business was not aware of the requirements.

- Yes
- No *[exclude]*

II. Incident Details

For those participants who have had more than one reaction in the last five years ask them to focus on the most recent incident.

9. **What type of food business was the food/ drink purchased from?** (if third party delivery app, probe type for type of business the food came from)
    a. Restaurant
    b. Café
    c. Takeaway
    d. Hotel or guest house
    e. Pub
    f. Mobile food unit (e.g. burger van, ice cream van, stall)
    g. Residential establishment (e.g. care home)
    h. School or college
    i. University
    j. Workplace
    k. Catered event (e.g., wedding, birthday party)
    l. Charity or voluntary food sales (e.g., village fate)
    m. Supermarket
    n. Small retailer (e.g. butchers, bakers, fishmongers, village shops, grocers)
    o. Online only retailer selling prepacked food
    p. Farmer's market
    q. Food bank
    r. In flight meal, included in ticket price
    s. Meal served on a train, included in ticket price
    t. Meal served on a ferry, included in ticket price
    u. Food purchased during air travel, train or ferry
    v. Own/friend/relative's home

10. **Where was the food business located?**
    Local authority area

11. **Was the food business part of a chain?**

    - Yes [specify - local or national chain]
    - No
    - Don't Know

12. **How did you order the food?**

    a. At the establishment, a member of staff took my order

b. At the establishment, I ordered digitally (e.g., App, QR code, menu board or tablet, website)
c. Telephone order
d. Online via the establishment's website [e.g., I ordered at home or whilst at a friend's house]
e. Online via a third-party delivery service [e.g., Deliveroo, Just Eat, Uber Eats)
f. Loose food, self selected (e.g., deli counter, market stall)
g. Loose food, member of staff packaged (e.g., butcher, fishmonger)
h. Prepacked food purchased in store (e.g., ready meal, snack food or drink, sandwich, food in cans or cartons)
i. Prepacked food purchased online (e.g., ready meal, snack food or drink, sandwich, food in cans or cartons)

13. What was the cause of the incident?

a. Staff gave me the incorrect verbal information [state source: waiting staff, chef, manager **and** nature of error: substitution, addition to the dish (e.g., dressing/garnish) or allergen as an ingredient in main dish (e.g., nuts in a chocolate brownie)]
b. Staff did not understand my request
c. Written allergen information was incorrect [state source: menu, website, display board, allergen book or matrix, ticket or sign next to food **and** nature of error: ingredient substitution, addition to dish (e.g., dressing/garnish) or allergen as an ingredient in the main dish (e.g., nuts in a chocolate brownie)]
d. Food was incorrectly labelled Gluten Free in written information [menu, website, display board, allergen book or matrix, ticket or sign next to food]
e. I misread or misunderstood the written information [state source: menu, website, display board, allergen book or matrix, ticket or sign next to food]
e. I received the wrong order [state source: takeaway dish not clearly labelled, wrong meal or drink given to me in a table service setting]
f. I was given the correct or written or verbal allergen information but the food or drink had been in contact with an allergen whilst it was being prepared for me
g. It was buffet, salad bar or canteen style service so it is likely cross-contact with allergens, e.g, spoons used in dishes containing the allergen.
h. I ordered a vegan item thinking it would be suitable for me
g. Product packaging incorrectly labelled, e.g. sandwich package, canned food
h. Product packaging was incorrectly labelled Gluten Free, e.g., frozen ready meal, snack foods
i. I forgot to check the allergen information
j. I asked, but allergen information was not provided to me
k. Other [please state]

14. What ingredient caused the reaction or near miss or was unexpectedly present in the food or drink?

Tick all that apply

a. Almonds
b. Apple
c. Avocado
d. Banana
e. Brazil nut
f. Buckwheat
g. Carrot
h. Cashew nut

i. Celery, celery seeds, celeriac
j. Cereals containing gluten e.g. wheat, rye, barley, oats
k. Chickpea
l. Chilli
m. Corn
n. Crustaceans e.g. crabs, lobster, prawns, scampi
o. Eggs
p. Fish
q. Garlic
r. Hazelnut
s. Kiwi fruit
t. Lentils
u. Lupin
v. Macadamia nut
w. Melon
x. Milk or milk products of animal origin e.g. butter, cheese, cream, yoghurt
y. Molluscs e.g. mussels, snails, squid, whelks, clams, oysters
z. Mustard seed
aa. Onion
bb. Orange
cc. Pea
dd. Pea protein (concentrated)
ee. Peach
ff. Peanuts
gg. Pecan nut
hh. Pistachio nut
ii. Poppy seed
jj. Potato
kk. Pumpkin
ll. Rapeseed
mm. Rice
nn. Sesame seed
oo. Soybeans - or product derived from soybeans
pp. Strawberry
qq. Sulphur dioxide/sulphites
rr. Sunflower seeds
ss. Tomato
tt. Walnuts
uu. Other [specify]
vv. Don't know

Annex 3 – Technical Proposal

Tender Application form for a project with the Food Standards Agency

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

Lead Applicant's details							
Surname	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]	[redacted]				
[redacted]	[redacted]						
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]		
[redacted]	[redacted]	[redacted]	[redacted]				
Is your organisation is a **small and medium enterprise**. (EU recommendation 2003/361/EC refers http://www.hmrc.gov.uk/manuals/cirdmanual/cird92800.htm)			No				

TENDER SUMMARY			
TENDER Title			
Consumer survey of allergic reactions and near misses in the non-prepacked sector			
TENDER reference	**FS900281**		
Proposed Start date	7/11/2022	**Proposed**	10/03/2023

1: TENDER Summary AND OBJECTIVES

A. TENDER SUMMARY

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

This proposed project falls under the remit of the Food Standards Agency Food Hypersensitivity Programme which aims to improve the quality of life for people living with food hypersensitivities (FHS) and support them to make safe and informed choices to effectively manage risk. The FSA are interested in assessing where and why FHS reactions occur, in order to explore ways to improve the accuracy of allergen information for people with FHS. For this project the FSA would like to explore FHS reactions or near misses from non-prepacked foods in the last five years in a large sample of adults and children with diagnosed FHS. Participants include those with food allergy, food intolerance or coeliac disease.

In order to meet these objectives, we propose to use our established patient and public involvement (PPI) group to comment on and pilot the surveys and then run national online surveys to collect data from a large sample of the UK population. My team successfully ran the FSA-funded FoodSensitive study where approximately half of respondents reported a FHS reaction in the last 12 months. From this study we have a large database of potential participants who

expressed an interest in taking part in further FHS-related research. This includes over 2000 adults with FHS and parents of a child with FHS from waves 1 and 2 of the Quality of Life surveys. We also have a pool of participants with FHS who took part in the Willingness to Pay workstream of this study. From this pool and our PPI group, we will recruit participants to take part in an online focus group to provide comments and pilot the surveys. We will then re-contact all participants from the FoodSensitive study to invite them to complete the full online survey. A further large sample of participants will be recruited using methods previously tested to good success in the FoodSensitive study and other studies run by the team. These include recruitment through the patient organisations Allergy UK, Anaphylaxis UK, Natasha Allergy Research Foundation and Coeliac UK. We will also use our social media outlets such as Twitter and we will recruit from reputable online survey panels. This recruitment strategy will enable us to sample people from a broad range of demographics and FHS profiles, across England, Wales and Northern Ireland. Results will be published in peer reviewed journals and disseminated via patient organisations.

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

Objectives

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

Objective Number	Objective Description
01	To design and pilot an online survey for adults and children with food hypersensitivity, to collect data on FHS reactions or near misses from non-prepacked foods in the last five years.
02	To collect and analyse data on a national sample of adults and children with food hypersensitivity, on FHS reactions or near misses from non-prepacked foods in the last five years.

DESCRIPTION OF APPROACH/SCOPE OF WORK

C. Approach/SCOPE OF WORK

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

This proposed project falls under the remit of the Food Standards Agency Food Hypersensitivity Programme which aims to improve the quality of life for people living with food hypersensitivities (FHS) and support them to make safe and informed choices to effectively manage risk. The FSA are interested in assessing where and why FHS reactions occur, in order to explore ways to improve the accuracy of allergen information for people with FHS. For this project, the FSA would like to explore FHS reactions or near misses from non-prepacked foods in the last five years in a large sample of adults and children with medically diagnosed FHS. We propose to run a national online survey for adults and children with medically diagnosed food allergy, food intolerance or coeliac disease to gather this data. Those aged 16 years or older and able to provide their own informed consent will be asked to complete their own survey. Parents of children aged 0-15 years will be asked to complete a survey for their child. Results from this project are expected to provide information to the FSA to enable them to explore ways in which they can improve the accuracy of allergen information for people with FHS when purchasing non-prepacked food.

The FSA has recently commissioned work relevant to this proposal. In 2017 the FSA commissioned a project to explore the impact of legislation which specified that information on specific allergens be provided for foods that are not pre-packed (Begen et al., 2018; Begen et al., 2018; https://www.food.gov.uk/research/food-allergy-and-intolerance-research/preferences-for-consumers-with-food-allergies-or-intolerances-when-eating-out). The work was led by the [redacted] The PI of this proposal was a member of the Project Advisory Group and one of the co-investigators for the current project ([redacted] was a co-investigator. The work included collecting data on the quality of life of individuals with food hypersensitivity and parents of children with food hypersensitivity, using online survey panels, regarding experiences when eating out. They reported on current eating out behaviours, satisfaction with and

confidence in information provision about allergens, and preferences for information provision. They found that greater positivity and adventurousness when eating out was associated with better health-related quality of life (QoL), whereas greater preparation needed for eating out was associated with lower health-related QoL.

Similar findings were reported in the FSA commissioned project on capturing QoL, behavioural measures and willingness to pay (WTP) in those with FHS in the UK (reports of which can be found here for wave one https://www.food.gov.uk/research/food-allergy-and-intolerance-research/food-sensitive-study-quality-of-life-wave-1-report https://doi.org/10.46756/sci.fsa.sov133 and here for wave two https://www.food.gov.uk/research/food-sensitive-study-wave-two-survey https://doi.org/10.46756/sci.fsa.nyx192) Our team were successful in bidding for this, which we called the FoodSensitive study. For this project we collected data in two waves using an online survey and recruited a large sample of adults, parents of children and children with FHS, which included food allergy, food intolerance and coeliac disease. Our sample sizes were sufficient to allow us to analyse differences across demographics, clinical characteristics and type of FHS. Of particular interest to the current proposal, was the finding that participants across all ages and types of FHS were significantly less confident in the allergen information provided for non-prepacked food compared to pre-packed food. Frequent checking of allergen information at all stages of eating out also significantly related to poorer QoL. In wave two of the project we asked about reactions to food in the last 12 months. Just under half of all adults (40%), 76% of parents of children with FHS, and 79% of children themselves reported at least one reaction. It is therefore important to understand the nature of these reactions, particularly for non-prepacked food where there is less confidence in the information provided. Improving the accuracy of allergen information on non-prepacked food may lead to increased consumer confidence, which we showed can then impact positively on QoL (https://www.food.gov.uk/research/food-sensitive-study-wave-two-survey https://doi.org/10.46756/sci.fsa.nyx192).

For the current study we propose to employ similar methodology and recruitment methods we used with great success for the FoodSensitive study. Before outlining our approach for the proposed work, there are challenges that need to be addressed for the current project being commissioned by the FSA:

1) Short period of time for recruitment, data collection, analysis and reporting

The FSA would like the survey to be completed, analysed and reports written within a time scale of 4 months. This is a tight timeline which will need careful planning and management to achieve. Our team have considerable experience in running these types of projects and have resources in place to support data collection within this timescale: 1) Aston University has a quick turnaround time for ethics approvals and so ethical approval for the study can be applied for and reviewed through the College of Health and Life Sciences Research Ethics Committee while contracts are being drawn up and signed for this study. 2) A research assistant has been identified to work on the study who has significant experience in running online focus groups and creating surveys on our online survey platform Qualtrics. [redacted] created all of the surveys for the FoodSensitive study and is familiar with the databases we hold on this project. 3) Although the survey needs to be developed and piloted, the FSA have supplied a list of suggested questions and we have question formats from the FoodSensitive study which have already been used to gather FHS data on large samples of a similar population for this project. This will greatly shorten the development time needed for this project. 4) The survey and all focus groups will be held online, which will reduce the time needed to conduct them. Our experience with recruitment for the FoodSensitive study showed that a recruitment period of 3 months resulted in a sample of over 1000 adults and 750 parents and so a collection period of 6 weeks for the current project should provide the sample sizes needed. 4) We already hold a database with a large sample of potential participants who can be contacted immediately, in addition to established methods of recruitment through patient organisations and online survey panels. 5) Adequate time on the project for the lead investigators and research assistant has been costed with regard to the methodology chosen for data collection.

2) The FSA would like to collect data on participants with a medically diagnosed FHS

Identifying and classifying allergy and intolerance can be challenging, particularly when this is self-reported by a general population sample rather than through a clinical sample. The timelines provided by the FSA preclude recruitment through the NHS due to the time needed to gain NHS ethical approvals and the large sample sizes needed. We will therefore need to rely on people self-reporting their medical diagnosis. This is often done for online surveys such as this and the team have experience in ensuring questions are asked to enable the team to confidently ascertain medical diagnosis status. From the team's experience with the FoodSensitive and other similar studies, it is possible to recruit large samples of adults and children who we can confidently say have had a medical diagnosis of food allergy (as they can report if they have had diagnostic tests such as a food challenge, skin prick test, or blood sample). We can also be

confident in recruiting adults with a medical diagnosis of coeliac disease (as they can report on whether they have had diagnostic tests such as a blood test showing antibodies for coeliac disease). It is however much more challenging to recruit large samples of adults or children who have had a medical diagnosis of a food intolerance, given that there are no diagnostic tests for this FHS and patients would need to undergo an elimination diet followed by a food challenge. This is carried out much less often in clinic for patients with suspected food intolerance. People can also confuse intolerance for allergy (and vice versa) and may not report the correct FHS. Finally, experience from the FoodSensitive study showed that it was more difficult to recruit parents of children with a medical diagnosis of coeliac disease, possibly due to the lower prevalence of this condition being diagnosed in children compared to adults.

Recruitment to these groups will therefore need very careful monitoring. We will ask participants to provide information about foods, symptoms, time between consumption and occurrence of symptoms, severity of reaction (e.g. anaphylaxis compared to tingling of the mouth), reported methods of diagnosis and prescribed medication to check that the participant has reported an FHS type that aligns with the clinical history. If numbers of those with a medical diagnosis of food intolerance is low, we could consider including those without a medical diagnosis if they can provide a very clear clinical history which would be judged by a clinician to be highly suggestive of a food intolerance. We would discuss this potential course of action with the Food Standards Agency first.

APPROACH FOR PROPOSED WORK

OBJECTIVES 01: DESIGN AND PILOT AN ONLINE SURVEY

The surveys will be developed by our team in line with the suggested questions from the FSA. Questions used in our FoodSensitive study to gather clinical data on the type of FHS, foods, symptoms and methods of diagnosis will also be used so that we can ascertain we have a sample of people with a medical diagnosis of FHS and that people have self-reported the right type of FHS. This has the advantage of ensuring wording is used which has already been employed to gather similar data on a large sample of adults and parents of children with FHS. We have an established PPI group who are regularly asked to comment on research, from the grant proposal stage through to development of materials and interpretation and dissemination of results. We will invite members of the group who meet the criteria for this project to take part in a focus group to comment on the surveys. We also have a database of participants who took part in focus groups or surveys for the FoodSensitive study and consented to be contacted again to be invited to take part in FHS related research. From these databases we will invite a sample of participants who represent a range of FHS types and demographics to also take part in an online focus group to comment on the surveys. Our co-applicant [redacted] represents the patient's viewpoint, having food allergy herself, and will be commented on the surveys and take part in piloting them.

Although focus groups can take time to set up, they have a number of advantages. They will allow for in-depth discussion of the survey questions, and interpretation or re-wording of questions can be probed further during the focus groups. Feedback is immediate, in comparison to waiting for written feedback and so changes to surveys can be rapidly implemented. The use of online focus groups means participants do not need to travel and can more easily accommodate into their schedule the time needed to attend. Focus groups will include a maximum of 10 participants with either food allergy, intolerance or coeliac disease. We will run one focus group for adults (ages 16 years onwards) and one for parents of children with FHS. Focus groups will be run using Microsoft Teams and will be facilitated by the research assistant and one other member of the project team ([redacted] We will use a cognitive interview technique within the focus groups to elicit discussion of the questions in the survey, how they are interpreted by participants, if there is anything they do not understand and if anything is missing or needs amending. Discussions will be audio recorded using an encrypted digital voice recorder to ensure all comments and discussion points are noted. After the focus groups have been completed, any suggested amendments to the surveys will be discussed between the team and the FSA. Finalised surveys will then be uploaded to our online survey platform and a link sent to all focus group members and to [redacted] asking them to complete the surveys as a pilot exercise. Participants will be able to make any further comments at this stage using open text boxes. Once all comments are received, final amendments to the surveys will be discussed with the FSA and agreed changes will be made before surveys are made live for recruitment of the full sample. At this stage finalised surveys will be sent for translation into Welsh and these surveys will then also be uploaded to the online survey platform and made live.

OBJECTIVES 02: TO COLLECT AND ANALYSE DATA ON A NATIONAL SAMPLE OF ADULTS AND CHILDREN WITH FOOD HYPERSENSITIVITY

Study design

We propose to use an online survey design. The survey will be built using Qualtrics, a secure and widely used online survey platform, for which Aston University already has a license and extensive expertise. The Qualtrics platform has the flexibility needed to enable participants to be directed to the appropriate questionnaires for them (using skip logic). Data is held securely before being downloaded to a statistical software package. Questionnaires can be completed by participants using their smart phone, tablet, laptop or desktop computer and can be formatted to enhance functionality for each modality. This type of design ensures data can be collected swiftly and cost-effectively and has been successfully utilised by several members of the team in previous research.

Participants and recruitment

Participants will be adults with food hypersensitivity and parents of children with food hypersensitivity. Any participant 16 years or over (and thus able to give their own consent) will be asked to complete the adult survey. Parents will be asked to provide information on children aged 0-15 years. All participants will be asked questions to determine how they have been diagnosed with FHS, including methods of diagnosis, the foods and symptoms involved and prescribed medication. This will ensure we have sufficient information to determine that the FHS has been medically diagnosed and the correct FHS has been self-reported by the participant.

A range of simultaneous recruitment strategies will be used. We have a large database of over 2000 adults and parents who took part in waves 1 and 2 of the FoodSensitive study and in the Willingness to Pay workstream of that study run by co-applicant [redacted] Many of those taking part in wave 2 of the FoodSensitive study reported a FHS reaction in the last 12 months. Criteria for the current study includes an FHS reaction in the past five years and although this is to non-prepacked food only, there is potentially a large number of participants who would be eligible for the current study. All adult and parent participants from the FoodSensitive study who consented to be contacted again about FHS research will be sent an email with a link to a participant information sheet, consent form and survey. Experience with re-contacting participants for the FoodSensitive study and other similar studies, suggests a response rate of approximately 30%, however this will depend on the number of participants who recall a FHS reaction or near miss to non-prepacked food in the last 5 years.

Participants will also be recruited via online methods. Recent estimates suggest that 91% of adults described themselves as recent internet users with access through a computer, laptop or smartphone (https://www.ons.gov.uk/businessindustryandtrade/itandinternetindustry/bulletins/internetusers/2019). Although we realise that using online methods will not reach everyone, we propose to utilise a range of recruitment methods to reach as diverse a sample as possible. This will include advertising the study through our well-established networks. Our team have strong links with the patient organisations such as Allergy UK, Anaphylaxis UK, The Natasha Allergy Research Foundation and Coeliac UK, who have successfully advertised for similar studies run by the team, including the FoodSensitive study. We will take advantage of the large number of followers from the food allergy and intolerance community the team have on Twitter and advertise the study through social media. This approach has again been used with great success by the team for previous online studies (e.g. Knibb et al., 2016). We will advertise through our own networks including University research participation advertising and we will employ a 'snowball sampling' technique that involves asking participants to recruit further participants through their own contacts, network groups and acquaintances.

Finally we will recruit using online survey panels. We have previously worked with 'Qualtrics' to recruit children, parents and adults with FHS for the FoodSensitive study and have used them for other studies with adults with food allergy, atopic dermatitis and healthy participants (Hammond, unpublished PhD thesis 2019; Newman, unpublished PhD thesis 2019). Recruitment via their survey panels is rapid and will ensure we are able to recruit a large sample and supplement recruitment in areas where we may have smaller numbers. For example we can ask for quotas for type of FHS, a particular age range, gender, ethnicity or location (e.g. England, Wales or Northern Ireland).

These methods offer multiple advantages that meet the requirements of this bid. They are rapid, inexpensive, reliable, secure, cost-effective, and enable recruitment of a diverse cohort. We recognise some limitations of this method of recruitment with respect to exclusion of those with visual impairment, those that are not comfortable with using information technology, and a non-English or non-Welsh speaking population.

We will closely monitor recruitment rates on a weekly basis in order to minimise the risk of under-recruitment and will monitor the profile of those responding so that we can target recruitment at under-represented groups. Targeted recruitment will include asking for specific quotas from online survey panels, tailoring our study adverts to request certain groups or pushing further study adverts out through specific patient organisations who can reach the target group (e.g. Coeliac UK if we need more participants with coeliac disease, Anaphylaxis UK if we need those with food allergy and Allergy UK if we need those with food allergy or food intolerance).

Sampling plan
The FSA would like to recruit a sample that will allow for the identification of patterns and trends in FHS reactions and sub-group analysis across the different types of FHS and across the different nations. As no similar research exists for this project, we have based our sample size calculations on those achieved for the FoodSensitive study and the effect sizes reported for that study in relation to eating out and quality of life. We have also taken into account the need for an N of at least 30 in each group when conducting sub-group analysis. We therefore will aim to recruit a minimum of 100 participants in each of the 6 groups (adults with food allergy, food intolerance or coeliac disease; parents of children with food allergy, food intolerance or coeliac disease). Based on the timeline from the FoodSenstive study to achieve these minimum recruitment numbers, we would need to recruit for 6 weeks and would expect that some groups (particularly food allergy in adults and children and coeliac disease in adults) will exceed these minimum targets.

Achievement of recruitment to the different FHS groups, across the three nations, will be monitored on a weekly basis so that we can target advertising to particular groups where needed as explained above. The surveys will include a question asking how the participant heard about the survey so that method of recruitment can be monitored. Where needed we will ask for quotas for type of FHS, a particular age range, gender, ethnicity or location (e.g. England, Wales or Northern Ireland) when recruiting through online survey panels. We will also tailor our study adverts to request certain groups or push further study adverts out through specific patient organisations who can reach the target group as explained above.

Measures
Our team have a wealth of experience in designing and using study specific online questionnaires. The questionnaires for this project will be developed as detailed above and we will work closely with the FSA to ensure that we include all the questions needed to meet their needs. We have set a specific objective to finalise the surveys after running online focus groups. We have built in review points to the project timeline to discuss the outcomes of recruitment monitoring in case amendments are required. We would not envisage major changes to the surveys part-way through recruitment as this will have an impact on the quality and consistency of the data, but we may need to revise inclusion criteria for particular groups (such as food intolerance and coeliac disease, for reasons outlined above). It is envisaged that participants will spend approximately 20 minutes completing the online survey. Past experience of the team has shown that the majority of participants starting an online study such as this will engage for this length of time.

Analysis plan
The benefit of collecting data online is rapid and cost-effective data collection and data can be immediately exported to a statistical analysis package with no need for laborious data entry. The team have a licence for SPSS and have a high level of expertise in data analysis and reporting. Data will be analysed using SPSS version 27. Results will be taken as significant if $p<0.05$, all tests will be two-tailed. We will report data separately for the following 6 groups: adults with food allergy, food intolerance and coeliac disease; parent reported data for children and adolescents with food allergy, food intolerance and coeliac disease. We will also compare findings across these groups and across different clinical and demographic characteristics, across different nations and sources of non-prepacked food where sample sizes allow. Descriptive data will be presented in the form of tables and figures. A range of statistical analyses such as T-tests, ANOVAs and ANCOVAs will be run to explore differences across groups. Logistic regression models could be run to explore increased or decreased risk of a particular type of FHS reaction based on clinical or demographic characteristics (for example age, gender, ethnicity, severity of FHS, time since diagnosis, region of the country).

As we propose to use participants who also took part in the FoodSensitive study there is also the potential to conduct analysis to explore associations between FHS reactions or near misses and some of the data reported by those participants in the FoodSensitive study, such as frequency of eating out, frequency of checking information when eating out and quality of life (if reports of the FHS reaction or near miss occurred in the same time period as answers to those questions). For any participant who also took part in the Willingness to Pay workstream, there is the potential to explore associations between FHS reactions or near misses and data on willingness to pay to remove the anxiety of having a FHS. We will also have a richer set of demographic and clinical information from these participants which may provide further avenues of investigation. These opportunities can be discussed with the FSA and if feasible this data will be analysed after the main reports from this project are written to ensure that the main deliverables are achieved on time.

[redacted]

[redacted]

D. INNOVATION

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

The use of online methods to recruit participants and collect data for food hypersensitivity related research is a relatively recent development, facilitated by the widespread access to the Internet via smartphones, tablets and laptops and the way in which social media is used particularly by the online community who are affected in some way by food hypersensitivity. Online methods enable researchers to rapidly collect data from large samples of participants in a cost-effective way, replacing the need to send out questionnaires by post and rely on participants posting them back to the research team. Surveys can be completed on smartphones by simply clicking on a link, with no need to log onto a computer. The use of social media to recruit such participants is becoming increasingly popular, however needs to be used strategically in order to reach the population being targeted. Our research team have experience in running successful online studies and will apply this experience to ensure advertising reaches the target audience.

2: THE PROJECT PLAN AND DELIVERABLES

A. The Plan

Please provide a detailed project plan including, the tasks and sub-tasks required to realise the objectives (detailed in Part 1). The tasks should be numbered in the same way as the objectives and should be clearly linked to each of the objectives. Please also attach a flow chart illustrating the proposed plan.

***Task 01*: Design and pilot an online survey for adults and children with food hypersensitivity, to collect data on FHS reactions or near misses from non-prepacked foods in the last five years.**

Task leader: [redacted]

Month 0 October/November

Submit ethics application to College of Health and Life Sciences Research Ethics Committee at Aston University

Month 1 November

01/01 Draft surveys

01/02 Set up and run two focus groups to discuss draft surveys.

01/03 Discuss amendments with the project team and the FSA via teleconference.

01/04 Amend draft questionnaires, build surveys for adults and parents on the online survey platform Qualtrics and pilot test them with members of the project team and the focus groups.

01/05 Make final amendments if needed, obtain Welsh translations to upload to Qualtrics and make surveys live for data collection (***Deliverable 01***).

Task 02: Collect and analyse data on a national sample of adults and children with food hypersensitivity, on FHS reactions or near misses from non-prepacked foods in the last five years.

Task leader: [redacted]

Months 2-3 December to January

02/01 Make surveys live, email participants from the FoodSensitive study and advertise through patient organisations, social media, local advertising through Universities and survey panels.

02/02 Monitor recruitment and completion of surveys against target numbers on a weekly basis. Target further advertising where needed. Amend surveys/inclusion criteria regarding medical diagnosis of FHS if needed depending on recruitment figures.

02/03 Complete data collection (***Deliverable 02***).

02/04 Download and clean data, conduct statistical analysis to provide a topline summary of research findings (***Deliverable 03***)

02/05 Provide a technical report detailing the survey approach and technical information to the FSA (***Deliverable 04***).

Month 4 February

02/06 Complete data analysis and provide a draft report and presentation slide deck for the FSA with research findings and a standalone summary (***Deliverables 05 and 06***)

Month 5 March

02/07 Finalise report and presentation slide deck for the FSA and prepare papers for journal submission (***Deliverables 07 and 08***)

B. Deliverables

Please outline the proposed project milestones and deliverables. Please provide a timetable of key dates or significant events for the

project (for example fieldwork dates, dates for provision of research materials, draft and final reporting). Deliverables must be linked to the objectives.
For larger or more complex projects please insert as many deliverables /milestones as required.
Each deliverable should be:

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

Please insert additional rows to the table below as required.

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

Deliverable number or MILESTONE IN ORDER	Target Date	TITLE of Deliverable or milestone
	[dd/mm/yyyy]	
01	30/11/22	Finalise survey questionnaires
02	15/01/23	survey panel established
03	30/01/23	topline summary of initial research findings immediately following fieldwork completion
04	30/01/23	a technical appendix detailing the research approach and supporting technical information, including details of approaches used to analyse the data
05	20/02/23	a draft report containing consumer research findings with standalone summary
06	20/02/23	a draft presentation slide deck for an internal fsa workshop on the research findings
07	10/03/23	a finalised report containing consumer research findings with standalone summary
08	10/03/23	finalised presentation slide deck for an internal fsa workshop on the research findings

3: ORGANISATIONAL EXPERIENCE, EXPERTISE and STAFF EFFORT

A. PARTICIPATING ORGANISATIONS' PAST PERFORMANCE

Please provide evidence of up to three similar projects that the project lead applicant and/or members of the project team are currently undertaking or have recently completed. Please include:

- The start date (and if applicable) the end date of the project/(s)
- Name of the client who commissioned the project?
- Details of any collaborative partners and their contribution
- The value
- A brief description of the work carried out.
- How the example(s) demonstrate the relevant skills and/or expertise.
- What skills the team used to ensure the project (s) were successfully delivered.

[redacted]

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B. Named Staff Members and Details of their Specialism and expertise

Lead Applicant	[redacted]

Named staff members, details of specialism and expertise.

[Principal Investigator's name and details 1st]

[redacted]

Participant Organisation 1	Un[redacted]

Named staff members, details of specialism and expertise.

[redacted]

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[redacted]

Participant Organisation 2	[redacted]

Named staff members, details of specialism and expertise.

[redacted]

[redacted]

C. STAFF EFFORT

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

Name and Role of Person where known/ Role of person to be recruited	Working hours per staff member on this project
[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]
Total staff effort	[redacted]

4: PROJECT MANAGEMENT

Please fully describe how the project will be managed to ensure that objectives and deliverables will be achieved on time and on budget. Please describe how different organisations/staff will interact to deliver the desired outcomes.
Highlight any in-house or external accreditation for the project management system and how this relates to this project.

[redacted] at Aston University will be the project manager and will have overall responsibility for this project. She will be responsible for liaising with the FSA and between each of the co-applicants. As project manager [redacted] will be responsible for delivery of outputs and will work closely with co-applicants and the research assistant in preparing reports and papers for dissemination. [redacted] has already worked closely with the co-applicants on a range of projects relevant to this proposal and has led a strong delivery of research outputs including psychometrics scales and published papers. The successful delivery of previous projects and the working relationship already established across the co-applicants on this proposal will be basis for patterns of working on this project to ensure successful delivery of the desired outcomes.

Within this proposal we have clearly identified who is responsible for each of the tasks in order to fulfil the objectives for this research (see Project Plan). Progress against each of the deliverables will be closely monitored by the project manager. The research assistant is on the same site as the lead applicant and meetings will be held at least once per week to track progress against targets on the Gannt chart. Meetings will also be held once a week with 2 other project team members via teleconference to discuss progress against targets, any actions needed and identify the lead for any actions identified. The project manager will also have a teleconference meeting with a representative from the FSA once every one to two weeks to update the FSA on progress. Communication between the team will also be facilitated by secure data sharing using Box, a secure cloud storage facility used at Aston University. Minutes of meetings and an action log will be stored on Box and updated once a week by the project manager.

The project management activities are not linked to a formally accredited management system however project management will be in line with the high standards employed at Aston University, which has a published research strategy and codes of conduct for managing research (https://www2.aston.ac.uk/research/research-strategy-and-codes-of-conduct) and Aston University has a post-awards team to assist project managers and principal investigators in working with funders. Applicants on this project have worked with the FSA in the past on commissioned projects and in a consulting capacity. The project manager recognises the need to work closely with the FSA across the project, particularly due to the tight timeframe for the deliverables. In order to ensure quality of research we will be working with staff with proven research excellence and appropriate experience and qualifications.

5. RISK MANAGEMENT

In the table provided, please identify all relevant risks in delivering this project on time and to budget. Briefly outline what steps will be taken to 33inimize these risks and how they will be managed by the project team.
Please add more lines as required

Identified risk	Likelihood of risk (high, medium, low)	Impact of Risk (high, medium, low)	Risk management strategy
Delay in finalising contracts and starting the project	Medium	High	Any delays in this will have implications for staff costs. A delayed start date will also mean a similarly delayed end date. We will work closely with the FSA to ensure all contracts are signed on time.
Delay in getting ethical approval	Low	High	An ethics application will be developed and submitted while contracts are being signed. The lead applicant is Chair of the College Ethics Committee and will designate her Deputy Chair to oversee the timely review of the application which is classed as a low risk project. The first stage of the project with focus groups is classed as PPI work and does not require ethical approval and so can be carried out while waiting for approval if needed.
Delay in finalising questionnaires	Low	High	Pool of potential participants for focus groups to comment on and pilot questionnaires is already established. Focus groups run online to reduce time needed. Research assistant with considerable expertise in creating online surveys on Qualtrics already identified.
Delay in building Qualtrics survey	Low	High	A dedicated research assistant with experience and expertise in using Qualtrics is already identified for this project.

Inability to recruit to target	Medium	High	A range of recruitment methods are being used. These have been used with success in previous projects run by the team. Use of Qualtrics online survey panels substantially increases the chances that we will be able to reach our quotas in a timely manner.
Recruitment takes longer than anticipated	Medium	Medium	As above a range of recruitment methods will be used. These have been used with success in previous projects run by the team. Use of Qualtrics online survey panels substantially increases the chances that we will be able to reach our quotas for in a timely manner. Project has weekly recruitment monitoring and time built in for discussion of any amendments needed in light of recruitment.
Delays due to restrictions in place to reduce risk from coronavirus or staff illness due to coronavirus or flu	Medium	Medium	We currently have a hybrid mode of working and are used to holding project meetings online. This reduces risk of cross-infection if one member of the team falls ill. All data collection methods are online to avoid any delays in case of restrictions on travel. If members of the team fall ill, nominated seconds from the team will temporarily take over as leads. If they too become sick a 3rd person from outside of the team but inside the respective departments could be asked to keep the study running in the short-term.
Loss of data or breach of confidential data.	Low	High	Aston University uses a secure cloud storage facility called Box, which will be used to store anonymised data and to aid communication and data transfer across the teams and with the FSA. Back up files will be regularly made, encrypted and held on Aston University's secure servers. Any data held on a device such as a PC or laptop will be anonymised and encrypted. Identifiable data will only be held on the Aston University secure servers. Box is GDPR compliant (https://www.box.com/en-gb/gdpr). Only members of the research team will be given access to the study folders on Box. All data files stored on the Aston University server are backed up to the University Central Backup system each night. The backups are kept on tape for a period of up to 2 months.

6. Quality Management

A. QUALITY MANAGEMENT

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

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

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

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

All quality processes at Aston University follow the guidance of the national Quality Assurance Agency (QAA). The University complies with the Joint Code of Practice for Research and has a number of documents that may be relevant to the FSA to assure them of the quality management of the Institution (see links below). In particular, the University is registered with the Office for Students (see additional supporting documents), which demonstrates it meets QA benchmarks.

Academic regulations, quality policies:

https://www2.aston.ac.uk/clipp/quality/a-z

Academic services:

https://www2.aston.ac.uk/academic-services/for-staff/a-to-z-of-academic-services

University policies and regulations:

https://www2.aston.ac.uk/about/management-structure/policies-and-regulations

Aston University has a published research integrity code of conduct (https://www2.aston.ac.uk/research/research-strategy-and-codes-of-conduct) and working within this and the Joint Code of Practice for Research will ensure research is delivered that is appropriate to meet the stated needs, rigorous, repeatable, ethical and auditable. In line with this, the project manager is responsible for all work on the project, including that of the sub-contractors or co-applicants. They will ensure all staff and researchers on the project are aware of their responsibilities and are competent to deliver on them. They are responsible for writing a project plan that is fit for purpose and setting out the risks and a risk management strategy. They will ensure full records are kept of all procedures used and ensure integrity and security of data.

Quality assurance of data

Focus groups will use a standardised cognitive interview guide to ensure consistency in approach. Surveys used to collect data will be standardised to ensure consistency of data collection. Participants completing questionnaires in a time frame which suggests they did not pay attention to the questions or give due consideration to their answers will be removed from the data-set. The cut-off will be determined once the surveys have been piloted to see how long it takes to complete them. Participants will also be removed if they give answers that are not consistent with having a medically diagnosed FHS or a child with a medically diagnosed FHS. Screening questions used by the lead applicant in similar research will be placed at the start of the survey to reduce this risk. Data will also be checked for outliers which might skew the analysis. As data is automatically downloaded from the online survey platform to the data analysis package, data entry validation checks will involve ensuring all data is downloaded correctly and that the correct codes are attached to the data. Two members of the project team will check the dataset once downloaded in order to ensure accuracy. Two members of the project team will also conduct the same analysis on a sample of the data to ensure consistency in results.

B. ETHICS

Please identify the key ethical issues for this project and how these will be managed. Please respond to any issues raised in the Specification document
Please describe the ethical issues of any involvement of people, human samples, animal research or personal data in this part. In addition, please describe the ethical review and governance arrangements that would apply to the work done.

Applicants are reminded that, where appropriate, the need to obtain clearance for the proposed project from their local ethics committee. This is the responsibility of the project Lead Applicant. However, if a sub-contractor requires such clearance the project Lead Applicant should ensure that all relevant procedures have been followed. If there are no ethical issues please state this

This project will be conducted in accordance with the British Psychological Society Code of Ethics and Conduct (2018) https://www.bps.org.uk/news-and-policy/bps-code-ethics-and-conduct and Aston University's Ethics Framework https://www2.aston.ac.uk/about/management-structure/policies-and-regulations/ethics-framework

There are no specific ethical issues with this proposal over and above normal and required considerations for research with human participants. We will submit an ethics application to Aston University Ethics Committee before collecting data. We have allowed sufficient time within the project plan to gain ethical approval.

All participants will have capacity to give consent and all will be requested to provide informed consent before gaining access to questionnaires. This will involve participants reading a participant information sheet provided online and completing an online consent form. The team have experience in using online consent forms for children, parents and adults and have templates available which are fully GDPR compliant. Participants for focus groups will be asked to provide consent to take part, for the focus group to be audio-recorded, transcribed and anonymous quotes to be used in any later write-up of the research. Participants will be provided with an online information sheet and consent form to be completed prior to taking part in the focus groups and participants will also be asked to provide verbal consent at the start of the focus group.

All participants in the online surveys will be asked for their consent for anonymised data to be open access and used by people outside of the research team. They will also be asked if they would like to be contacted about other FHS related research in the future. We will inform participants that they can still take part in the survey if they do not wish to be contacted again.

All participants will be provided with information regarding how their data will be stored, who will have access to their data and how long their data will be kept for, in accordance with GDPR (see below for further information on data protection). The project manager will ensure all research conducted for this project complies with GSR guidelines for social research in government. She is the Chair of the College of Health and Life Sciences Ethics Committee at Aston University and sits on Aston University Research Integrity and Ethics Committee. She has vast experience in preparing ethics applications for University and NHS ethical approvals to draw from.

C. DATA PROTECTION

Please identify any specific data protection issues for this project and how these will be managed. Please respond to any specific issues raised in the Specification document.
Please note that the successful Applicant will be expected to comply with the Data Protection Act (DPA) 2018 and ensure that any information collected, processed and transferred on behalf of the FSA, will be held and transferred securely.

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

There are no specific data protection issues for this project over and above what is routinely dealt with by Aston University. We can confirm that we have the human and technical resources to perform the contract and ensure compliance with GDPR to protect the rights of participants in this research and can ensure confidentiality, integrity and resilience of the processes and systems in place at the University. Data collection and storage will be governed by the privacy and security measures already in place for the University, which holds a Cyber Essentials certificate (see additional supporting documents). Any personal and research data we collect will be held in line with GDPR and the Data Protection Act (2018). All members of the team will ensure confidentiality of personal data relating to the participants in this project and that research fulfils any legal requirements. We will comply with the security obligations of the FSA and will supply all information to them necessary to demonstrate our compliance with GDPR and be subject to audits or inspections. On request we would be apply to supply information on records of data processing activities and evaluations of their effectiveness. We will ensure there is an appropriate level of security for storage and access to personal data and will notify the FSA if we become aware of any personal data breach. We will work with the FSA to agree on a data processing schedule and the data flow between the various organisations involved in this project.

As outlined in the section on ethics, all participants will give active informed consent to take part in research and such consents will be recorded and auditable. It is mandatory for any research undertaken by Aston University for a transparency statement regarding use of data under GDPR to be provided to all participants as part of their information sheet. This statement includes a section on sharing of data and open access of data, allowing it to be freely available. This statement will be used when collecting the data for this project and participants will be asked to confirm consent to their data being used in this way. We will ensure all participants are fully aware of how their data will be used and we will comply with the rights of participants regarding privacy information, rectification, deletion and portability of personal data.

In line with University policy, all research and personal data is kept securely for 6 years before being destroyed or longer if required by the funder. Aston University uses a secure cloud storage facility called Box, which will be used to store anonymised data and to aid communication and data transfer across the teams and with the FSA. Back up files will be

regularly made, encrypted and held on Aston University's secure servers. Any data held on a device such as a PC or laptop will be anonymised and encrypted. Identifiable data will only be held on the Aston University secure servers. Box is GDPR compliant (https://www.box.com/en-gb/gdpr). All data files stored on the Aston University server are backed up to the University Central Backup system each night. The backups are kept on tape for a period of up to 2 months.

D. SUSTAINABILITY

The Food Standards Agency is committed to improving sustainability in the management of operations. Procurement looks to its suppliers to help achieve this goal. You will need to demonstrate your approach to sustainability, in particular how you will apply it to this project taking into account economic, environmental and social aspects. This will be considered as part of our selection process and you must upload your organisations sustainability policies into the eligibility criteria in Bravo.
Please state what(if any) environmental certification you hold or briefly describe your current Environmental Management System (EMS)

Aston University is committed to integrating sustainability into all aspects of its work from how its teaching and research through to how its Schools and Departments are managed. This has resulted in Aston ranking 5th in the People and Planets University Green League in 2017. The University endorses the World Commission on Environment and Development's definition of Sustainable Development:

Development that meets the needs of the present without compromising the ability of future generations to meet their own needs.

The Sustainable Aston Working Group (SAWG) is an interdisciplinary group of academics, Go Green Champions, student representatives and support staff. Supported by the Executive, in May 2007, the Sustainable Aston Working Group developed a vision, Aston's Sustainability Aims, committing the University to the concept of sustainability in the three key areas of community, teaching and research. This was then further developed in June 2008, when SAWG established a Sense of Direction document, detailing key areas of focus for the future. The sustainability code of practice that was developed is reviewed annually and signed off by the Vice Chancellor. Aston University has a range of sustainability strategies to cover areas such as carbon emissions, biodiversity, food and transport. It also has a number of policies that can be found in its Sustainability Report (see additional supporting documents). The University has an Environmental Management System - ISO 14001:2015 standard (Estates and Capital Development owned), an Energy Management System - ISO 50001:2011 standard (Estates and Capital Development owned) and a plan for Adaption and Climate Change (Estates and Capital Development owned). It won and EcoCampus Platinum Certificate in 2022 (see additional supporting documents).

With respect to the current proposal, we have chosen a methodology that is cost-effective and ecological. The use of online focus groups and surveys means that people do not have to travel and we do not have to use any paper questionnaires resulting in no wastage due to non-respondents. Carbon emissions are reduced as we do not have to have questionnaires delivered to people or responses posted back to the study team.

We have been mindful of sustainability in developing our project management plan. MS Teams will be used for project meetings and all researchers on the project will keep all data in electronic format where possible and not print materials unnecessarily. Storing data securely on Box means that all project team members have access to the study materials and data from cloud storage.

E. DISSEMINATION AND EXPLOITATION

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

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

general audience and that the impact of the research on public health/consumers and it's alignment to FSA priorities is clearly stated.

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

Please indicate whether any Intellectual Property (IP) may be generated by this project and how this could be exploited. Please be aware the FSA retains all rights to the intellectual property generated by any contract and where appropriate may exploit the IP generated for the benefit of public health.
In this part Applicants should demonstrate the credibility of the partnership for exploitation of the results and explain the partnership's policy in respect of securing patents or granting licenses for the technology (if applicable). It should deal with any possible agreements between the partners to extend their co-operation in the exploitation phase and with relevant agreements with companies, in particular users, external to the partnership

This project will make a novel contribution to existing knowledge, provide information for policy makers in this area and provide the FSA with data to enable them to further understand food hypersensitivity and seek ways to reduce burden, in line with its statutory responsibility to protect consumer interests in food. It is therefore important that dissemination of findings from this project are effective and timely and reach all relevant stakeholders.

In addition to reports for the FSA, the results of the project will be disseminated to policy makers, industry, patient organisations, the food hypersensitive community, health care professionals and the academic community. Our dissemination plan includes presentations at relevant clinical and academic conferences, meetings of health care professional groups and with industry contacts. Target conferences include the British Society for Allergy and Clinical Immunology, the European Academy of Allergy and Clinical Immunology and the European Health Psychology Society annual conferences. We will also publish findings to the food hypersensitive community through the websites and magazines of patient organisations including Allergy UK, Anaphylaxis UK and Coeliac UK. We may also disseminate findings through other media outlets such as The Conversation. The team has a strong track-record of dissemination of study results through these outlets to reach a range of stakeholders.

We will also disseminate findings in high impact peer reviewed journals to target an international audience to include allergy clinicians, psychologists and industry. Dr Rebecca Knibb will co-ordinate the dissemination activity and we anticipate at least one paper will be published with the main results of this project. Target journals include but are not limited to Journal of Allergy and Clinical Immunology in Practice, Allergy, and Clinical and Experimental Allergy.

All anonymised data will be available via a data repository (Aston University uses Aston Data Explorer http://researchdata.aston.ac.uk/) once data has been analysed in line with the objectives set out for this project and results published. There will be no restrictions on access of the data but it will not be permitted for use for commercial reasons. All participants will be asked for consent to share their anonymised data. Anyone not giving consent will have their data removed from the aggregated datasets. Data can be re-used for further analysis and will be available in standard formats to facilitate this, such as SPSS datasets, Excel spreadsheets and Word documents. Persistent identifiers (Digital Object Identifier) will be applied so people can reliably and efficiently find the data. This will also help track citations and reuse.

Annex 4 - Charges

Tender Reference	FS900281

Tender Title	Consumer survey of allergic reactions and near misses in the non-prepacked sector

Full legal organisation name	Aston University

[redacted]

Project Costs Summary Breakdown by Participating Organisations
Please include only the cost to the FSA.

[redacted]

Total Project Costs (excluding VAT) **	**£ 39,489.82**

Project Costs Summary (*Automatically calculated*)

[redacted]

Total Project Costs	£	39,489.82

Staff Costs Table

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

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

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

[redacted]

[redacted]

***Please provide full details below of how you have calculated your total overhead costs**

[redacted]

Consumable/Equipment Costs

[redacted]

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

[redacted]

Travel and Subsistence Costs

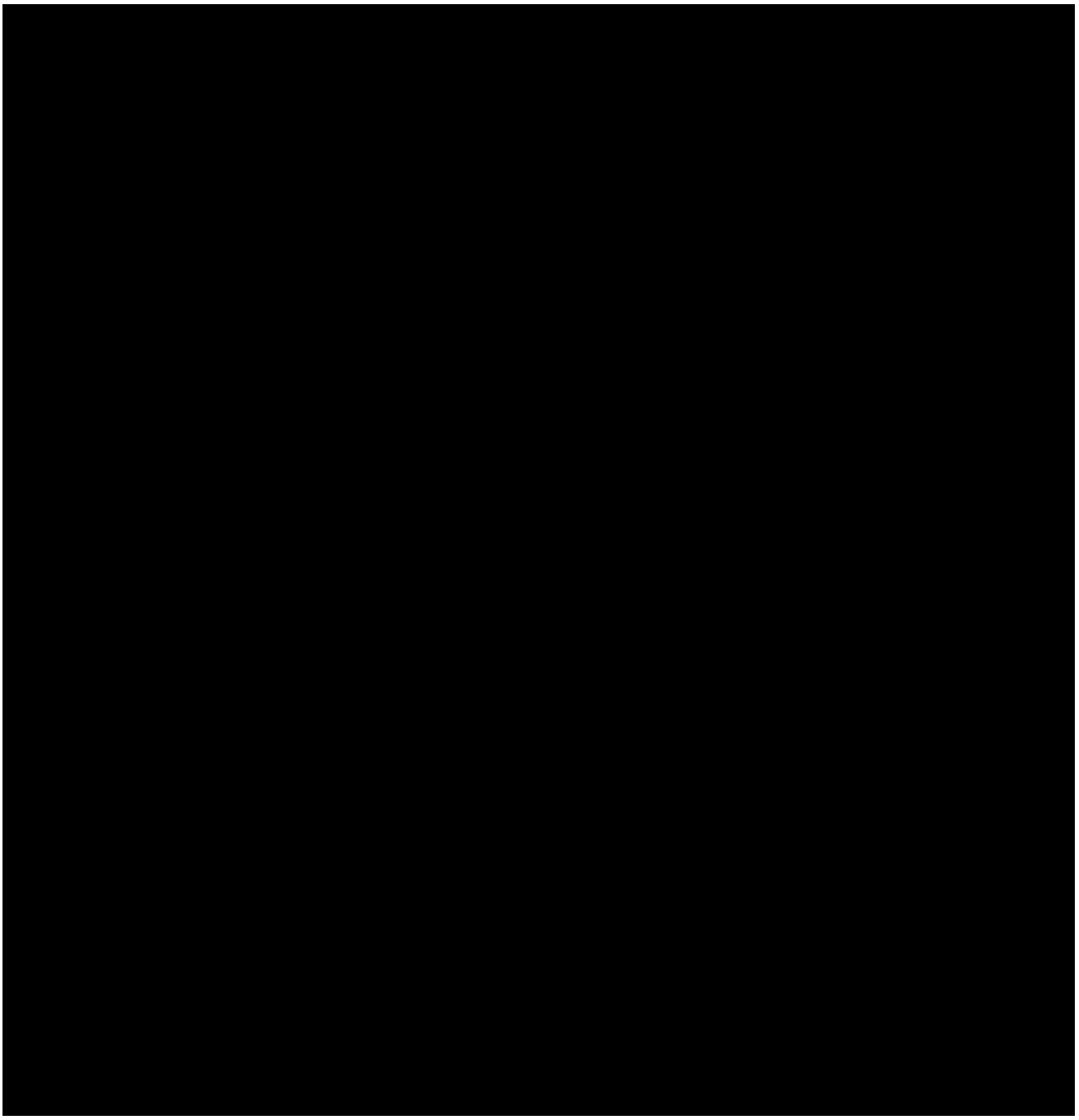
[redacted]

The Pricing Schedule

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

organisations costs.

Where differing rates of VAT apply against the deliverables please provide details on separate lines.
Please link all deliverables (singly or grouped) to each payment. Please ensure that deliverable numbers are given as well as a
brief description e.g. Deliverable 01/02: interim report submitted to the FSA, monthly report, interim report, final report
Payment will be made to the Contractor, as per the schedule of payments upon satisfactory completion of the deliverables.



Total	**£ 39,489.82**

Totals Agree

Summary of Payments

Annex 5 – Clarification Questions and Responses

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

Short form Terms

1. Definitions used in the Contract

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

"Central Government Body"	means a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics: a) Government Department; b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal); c) Non-Ministerial Department; or d) Executive Agency;
"Charges"	means the charges for the Deliverables as specified in the Order Form;
"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;
"Contract"	means the contract between (i) the Buyer and (ii) the Supplier which is created by the Supplier's counter signing the Order Form and includes the Order Form and Annexes;
"Controller"	has the meaning given to it in the GDPR;
"Buyer"	means the person identified in the letterhead of the Order Form;
"Date of Delivery"	means that date by which the Deliverables must be delivered to the Buyer, as specified in the Order Form;
"Buyer Cause"	any breach of the obligations of the Buyer or any other default, act, omission, negligence or statement of the Buyer, of its employees, servants, agents in connection with or in relation to the subject-matter of the Contract and in respect of which the Buyer is liable to the Supplier;
"Data Protection Legislation"	(i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the Data Protection Act 2018 to the extent that it relates to processing

	of personal data and privacy; (iii) all applicable Law about the processing of personal data and privacy;
"Data Protection Impact Assessment"	an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data;
"Data Protection Officer"	has the meaning given to it in the GDPR;
"Data Subject"	has the meaning given to it in the GDPR;
"Data Loss Event"	any event that results, or may result, in unauthorised access to Personal Data held by the Supplier under this Contract, and/or actual or potential loss and/or destruction of Personal Data in breach of this Contract, including any Personal Data Breach;
"Data Subject Access Request"	a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;
"Deliver"	means hand over the Deliverables to the Buyer at the address and on the date specified in the Order Form, which shall include unloading and any other specific arrangements agreed in accordance with Clause [ ]. Delivered and Delivery shall be construed accordingly;
"Existing IPR"	any and all intellectual property rights that are owned by or licensed to either Party and which have been developed independently of the Contract (whether prior to the date of the Contract or otherwise);
"Expiry Date"	means the date for expiry of the Contract as set out in the Order Form;
"FOIA"	means the Freedom of Information Act 2000 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation;
"Force Majeure Event"	any event, occurrence, circumstance, matter or cause affecting the performance by either Party of its obligations under the Contract arising from acts, events, omissions, happenings or non-happenings beyond its reasonable control which prevent or materially delay it from performing its obligations under the Contract but excluding: i) any industrial dispute relating to the Supplier, the Supplier Staff (including any subsets of them) or any other failure in the Supplier or the Subcontractor's supply chain; ii) any event, occurrence, circumstance, matter or cause which is attributable to the wilful act, neglect or failure to take reasonable precautions against it by the Party concerned; and iii) any failure of delay caused by a lack of funds;

"GDPR"	the General Data Protection Regulation (Regulation (EU) 2016/679);
"Goods"	means the goods to be supplied by the Supplier to the Buyer under the Contract;
"Good Industry Practice"	standards, practices, methods and procedures conforming to the law and the exercise of the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged within the relevant industry or business sector;
"Government Data"	a) the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, including any of the Buyer's confidential information, and which: i) are supplied to the Supplier by or on behalf of the Buyer; or ii) the Supplier is required to generate, process, store or transmit pursuant to the Contract; or b) any Personal Data for which the Buyer is the Data Controller;
"Information"	has the meaning given under section 84 of the FOIA;
"Information Commissioner"	the UK's independent authority which deals with ensuring information relating to rights in the public interest and data privacy for individuals is met, whilst promoting openness by public bodies;
"Insolvency Event"	in respect of a person: a) if that person is insolvent; ii) if an order is made or a resolution is passed for the winding up of the person (other than voluntarily for the purpose of solvent amalgamation or reconstruction); iii) if an administrator or administrative receiver is appointed in respect of the whole or any part of the persons assets or business; iv) if the person makes any composition with its creditors or takes or suffers any similar or analogous action to any of the actions detailed in this definition as a result of debt in any jurisdiction;
"Key Personnel"	means any persons specified as such in the Order Form or otherwise notified as such by the Buyer to the Supplier in writing;
"LED"	Law Enforcement Directive (Directive (EU) 2016/680);
"New IPR"	all and intellectual property rights in any materials created or developed by or on behalf of the Supplier pursuant to the Contract but shall not include the Supplier's Existing IPR;
"Order Form"	means the letter from the Buyer to the Supplier printed above these terms and conditions;
"Party"	the Supplier or the Buyer (as appropriate) and "Parties" shall mean both of them;
"Personal Data"	has the meaning given to it in the GDPR;

"Personal Data Breach"	has the meaning given to it in the GDPR;
"Processor"	has the meaning given to it in the GDPR;
"Purchase Order Number"	means the Buyer's unique number relating to the order for Deliverables to be supplied by the Supplier to the Buyer in accordance with the terms of the Contract;
"Regulations"	the Public Contracts Regulations 2015 and/or the Public Contracts (Scotland) Regulations 2015 (as the context requires) as amended from time to time;
"Request for Information"	has the meaning set out in the FOIA or the Environmental Information Regulations 2004 as relevant (where the meaning set out for the term "request" shall apply);
"Services"	means the services to be supplied by the Supplier to the Buyer under the Contract;
"Specification"	means the specification for the Deliverables to be supplied by the Supplier to the Buyer (including as to quantity, description and quality) as specified in the Order Form;
"Staff"	means all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any sub-contractor of the Supplier engaged in the performance of the Supplier's obligations under the Contract;
"Staff Vetting Procedures"	means vetting procedures that accord with good industry practice or, where applicable, the Buyer's procedures for the vetting of personnel as provided to the Supplier from time to time;
"Subprocessor"	any third Party appointed to process Personal Data on behalf of the Supplier related to the Contract;
"Supplier Staff"	all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any Subcontractor engaged in the performance of the Supplier's obligations under a Contract;
"Supplier"	means the person named as Supplier in the Order Form;
"Term"	means the period from the start date of the Contract set out in the Order Form to the Expiry Date as such period may be extended in accordance with clause [ ] or terminated in accordance with the terms and conditions of the Contract;
"US-EU Privacy Shield Register"	a list of companies maintained by the United States of America Department for Commence that have self-certified their commitment to adhere to the European legislation relating to the processing of personal data to non-EU countries which is available online at: https://www.privacyshield.gov/list;

"VAT"	means value added tax in accordance with the provisions of the Value Added Tax Act 1994;
"Workers"	any one of the Supplier Staff which the Buyer, in its reasonable opinion, considers is an individual to which Procurement Policy Note 08/15 (Tax Arrangements of Public Appointees) (https://www.gov.uk/government/publications/procurement-policynote-0815-tax-arrangements-of-appointees) applies in respect of the Deliverables;
"Working Day"	means a day (other than a Saturday or Sunday) on which banks are open for business in the City of London.

2. Understanding the Contract

In the Contract, unless the context otherwise requires:

2.1 references to numbered clauses are references to the relevant clause in these terms and conditions;

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;

2.3 the headings in this Contract are for information only and do not affect the interpretation of the Contract;

2.4 references to "writing" include printing, display on a screen and electronic transmission and other modes of representing or reproducing words ina visible form;

2.5 the singular includes the plural and vice versa;

2.6 a reference to any law includes a reference to that law as amended, extended, consolidated or re-enacted from time to time and to any legislation or byelaw made under that law; and

2.7 the word ‘including’, "for example" and similar words shall be understood as if they were immediately followed by the words "without limitation".

3. How the Contract works

3.1 The Order Form is an offer by the Buyer to purchase the Deliverables subject to and in accordance with the terms and conditions of the Contract.

3.2 The Supplier is deemed to accept the offer in the Order Form when the Buyer receives a copy of the Order Form signed by the Supplier.

3.3 The Supplier warrants and represents that its tender and all statements made and documents submitted as part of the procurement of Deliverables are and remain true and accurate.

4. What needs to be delivered

4.1 All Deliverables

(a) The Supplier must provide Deliverables: (i) in accordance with the Specification; (ii) to a professional standard; (iii) using reasonable skill and care; (iv) using Good Industry Practice; (v) using its own policies, processes and internal quality control measures as long as they don't conflict with the Contract; (vi) on the dates agreed; and (vii) that comply with all law.

(b) The Supplier must provide Deliverables with a warranty of at least 90 days (or longer where the Supplier offers a longer warranty period to its Buyers) from Delivery against all obvious defects.

4.2 Goods clauses

(a) All Goods delivered must be new, or as new if recycled, unused and of recent origin.

(b) All manufacturer warranties covering the Goods must be assignable to the Buyer on request and for free.

(c) The Supplier transfers ownership of the Goods on completion of delivery (including off-loading and stacking) or payment for those Goods, whichever is earlier.

(d) Risk in the Goods transfers to the Buyer on delivery, but remains with the Supplier if the Buyer notices damage following delivery and lets the Supplier know within three Working Days of delivery.

(e) The Supplier warrants that it has full and unrestricted ownership of the Goods at the time of transfer of ownership.

(f) The Supplier must deliver the Goods on the date and to the specified location during the Buyer's working hours.

(g) The Supplier must provide sufficient packaging for the Goods to reach the point of delivery safely and undamaged.

(h) All deliveries must have a delivery note attached that specifies the order number, type and quantity of Goods.

(i) The Supplier must provide all tools, information and instructions the Buyer needs to make use of the Goods.

(j) The Supplier will notify the Buyer of any request that Goods are returned to it or the manufacturer after the discovery of safety issues or defects that might endanger health or hinder performance and shall indemnify the Buyer against the costs arising as a result of any such request.

(k) The Buyer can cancel any order or part order of Goods which has not been delivered. If the Buyer gives less than 14 days' notice then it will pay the Supplier's reasonable and proven costs already incurred on the cancelled order as long as the Supplier takes all reasonable steps to minimise these costs.

(l) The Supplier must at its own cost repair, replace, refund or substitute (at the Buyer's option and request) any Goods that the Buyer rejects because they don't conform with clause 4.2. If the Supplier doesn't do this it will pay the Buyer's costs including repair or re-supply by a third party.

(m) The Buyer will not be liable for any actions, claims, costs and expenses incurred by the Supplier or any third party during delivery of the Goods unless and to the extent that it is caused by negligence or other wrongful act of the Buyer or its servant or agent. If the Buyer suffers or incurs any damage or injury (whether fatal or otherwise) occurring in the course of delivery or

installation then the Supplier shall indemnify from any losses, charges costs or expenses which arise as a result of or in connection with such damage or injury where it is attributable to any act or omission of the Supplier or any of its [sub-suppliers].

4.3 Services clauses

(a) Late delivery of the Services will be a default of the Contract.

(b) The Supplier must co-operate with the Buyer and third party suppliers on all aspects connected with the delivery of the Services and ensure that Supplier Staff comply with any reasonable instructions including any security requirements.

(c) The Buyer must provide the Supplier with reasonable access to its premises at reasonable times for the purpose of supplying the Services

(d) The Supplier must at its own risk and expense provide all equipment required to deliver the Services. Any equipment provided by the Buyer to the Supplier for supplying the Services remains the property of the Buyer and is to be returned to the Buyer on expiry or termination of the Contract.

(e) The Supplier must allocate sufficient resources and appropriate expertise to the Contract.

(f) The Supplier must take all reasonable care to ensure performance does not disrupt the Buyer's operations, employees or other contractors.

(g) On completion of the Services, the Supplier is responsible for leaving the Buyer's premises in a clean, safe and tidy condition and making good any damage that it has caused to the Buyer's premises or property, other than fair wear and tear.

(h) The Supplier must ensure all Services, and anything used to deliver the Services, are of good quality.

(i) The Buyer is entitled to withhold payment for partially or undelivered Services, but doing so does not stop it from using its other rights under the Contract.

5. Pricing and payments

5.1 In exchange for the Deliverables, the Supplier shall be entitled to invoice the Buyer for the charges in the Order Form. The Supplier shall raise invoices promptly and in any event within 90 days from when the charges are due.

5.2 All Charges:

(a) exclude VAT, which is payable on provision of a valid VAT invoice;

(b) include all costs connected with the supply of Deliverables.

5.3 The Buyer must pay the Supplier the charges within 30 days of receipt by the Buyer of a valid, undisputed invoice, in cleared funds to the Supplier's account stated in the Order Form.

5.4 A Supplier invoice is only valid if it:

(a) includes all appropriate references including the Purchase Order Number and other details reasonably requested by the Buyer;

(b) includes a detailed breakdown of Deliverables which have been delivered (if any).

5.5 If there is a dispute between the Parties as to the amount invoiced, the Buyer shall pay the undisputed amount. The Supplier shall not suspend the provision of the Deliverables unless the Supplier is entitled to terminate the Contract for a failure to pay undisputed sums in accordance with clause 11.6. Any disputed amounts shall be resolved through the dispute resolution procedure detailed in clause 33.

5.6 The Buyer may retain or set-off payment of any amount owed to it by the Supplier if notice and reasons are provided.

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

6. The Buyer's obligations to the Supplier

6.1 If Supplier fails to comply with the Contract as a result of a Buyer Cause:

(a) the Buyer cannot terminate the Contract under clause 11;
(b) the Supplier is entitled to reasonable and proven additional expenses and to relief from liability under this Contract;
(c) the Supplier is entitled to additional time needed to deliver the Deliverables;
(d) the Supplier cannot suspend the ongoing supply of Deliverables.

6.2 Clause 6.1 only applies if the Supplier:

(a) gives notice to the Buyer within 10 Working Days of becoming aware;
(b) demonstrates that the failure only happened because of the Buyer Cause;
(c) mitigated the impact of the Buyer Cause.

7. Record keeping and reporting

7.1 The Supplier must ensure that suitably qualified representatives attend progress meetings with the Buyer and provide progress reports when specified in the Order Form.

7.2 The Supplier must keep and maintain full and accurate records and accounts on everything to do with the Contract for seven years after the date of expiry or termination of the Contract.

7.3 The Supplier must allow any auditor appointed by the Buyer access to their premises to verify all contract accounts and records of everything to do with the Contract and provide copies for the audit.

7.4 The Supplier must provide information to the auditor and reasonable co-operation at their request.

7.5 If the Supplier is not providing any of the Deliverables, or is unable to provide them, it must immediately:

(a) tell the Buyer and give reasons;
(b) propose corrective action;
(c) provide a deadline for completing the corrective action.

7.6 If the Buyer, acting reasonably, is concerned as to the financial stability of the Supplier such that it may impact on the continued performance of the Contractthen the Buyer may:

(a) require that the Supplier provide to the Buyer (for its approval) a plan setting out how the Supplier will ensure continued performance of the Contract and the Supplier will make changes to such plan as reasonably required by the Buyer and once it is agreed then the Supplier shall act in accordance with such plan and report to the Buyer on demand

(b) if the Supplier fails to provide a plan or fails to agree any changes which are requested by the Buyer or fails to implement or provide updates on progress with the plan, terminate the Contract immediately for material breach (or on such date as the Buyer notifies).

8. Supplier staff

8.1 The Supplier Staff involved in the performance of the Contract must:

(a) be appropriately trained and qualified;

(b) be vetted using Good Industry Practice and in accordance with the instructions issued by the Buyer in the Order Form

(c) comply with all conduct requirements when on the Buyer's premises.

8.2 Where a Buyer decides one of the Supplier's Staff isn't suitable to work on the Contract, the Supplier must replace them with a suitably qualified alternative.

8.3 If requested, the Supplier must replace any person whose acts or omissions have caused the Supplier to breach clause 8.

8.4 The Supplier must provide a list of Supplier Staff needing to access the Buyer's premises and say why access is required.

8.5 The Supplier indemnifies the Buyer against all claims brought by any person employed by the Supplier caused by an act or omission of the Supplier or any Supplier Staff.

8.6 The Supplier shall use those persons nominated in the Order Form (if any) to provide the Deliverables and shall not remove or replace any of them unless:

(a) requested to do so by the Buyer (not to be unreasonably withheld or delayed);

(b) the person concerned resigns, retires or dies or is on maternity or long-term sick leave; or

(c) the person's employment or contractual arrangement with the Supplier or any subcontractor is terminated for material breach of contract by the employee.

9. Rights and protection

9.1 The Supplier warrants and represents that:

(a) it has full capacity and authority to enter into and to perform the Contract;

(b) the Contract is executed by its authorised representative;

(c) it is a legally valid and existing organisation incorporated in the place itwas formed;

(d) there are no known legal or regulatory actions or investigations before any court, administrative body or arbitration tribunal pending or threatened against it or its affiliates that might affect its ability to perform the Contract;
(e) it maintains all necessary rights, authorisations, licences and consents to perform its obligations under the Contract;
(f) it doesn't have any contractual obligations which are likely to have amaterial adverse effect on its ability to perform the Contract; and
(g) it is not impacted by an Insolvency Event.

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

9.3 The Supplier indemnifies the Buyer against each of the following:
(a) wilful misconduct of the Supplier, any ofits subcontractor and/or Supplier Staff that impacts the Contract;
(b) non-payment by the Supplier of any tax or National Insurance.

9.4 If the Supplier becomes aware of a representation or warranty that becomesuntrue or misleading, it must immediately notify the Buyer.

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

10. Intellectual Property Rights (IPRs)

10.1 Each Party keeps ownership of its own Existing IPRs. The Supplier gives the Buyer a non-exclusive, perpetual, royalty-free, irrevocable, transferable worldwide licence to use, change and sub-license the Supplier's Existing IPR to enable it and its sub-licensees to both:
(a) receive and use the Deliverables;
(b) use the New IPR.

10.2 Any New IPR created under the Contract is owned by the Buyer. The Buyer gives the Supplier a licence to use any Existing IPRs for the purpose of fulfilling its obligations under the Contract and a perpetual, royalty-free, non-exclusive licence to use any New IPRs.

10.3 Where a Party acquires ownership of intellectual property rights incorrectly under this Contract it must do everything reasonably necessary to complete a transfer assigning them in writing to the other Party on request and at its own cost.

10.4 Neither Party has the right to use the other Party's intellectual property rights, including any use of the other Party's names, logos or trademarks, except as provided in clause 10 or otherwise agreed in writing.

10.5 If any claim is made against the Buyer for actual or alleged infringement of a third party's intellectual property arising out of, or in connection with, the supply or use of the Deliverables (an "**IPR Claim**"), then the Supplier indemnifies the Buyer against all losses, damages, costs or expenses (including professional fees and fines) incurred as a result of the IPR Claim.

10.6 If an IPR Claim is made or anticipated the Supplier must at its own expense andthe Buyer's sole option, either:

(a) obtain for the Buyer the rights in clauses 10.1 and 10.2 without infringing any third party intellectual property rights;

(b) replace or modify the relevant item with substitutes that don't infringe intellectual property rights without adversely affecting the functionality or performance of the Deliverables.

11. Ending the contract

11.1 The Contract takes effect on the date of or (if different) the date specified in the Order Form and ends on the earlier of the date of expiry or termination of the Contract or earlier if required by Law.

11.2 The Buyer can extend the Contract where set out in the Order Form in accordance with the terms in the Order Form.

11.3 Ending the Contract without a reason

The Buyer has the right to terminate the Contract at any time without reason or liability by giving the Supplier not less than 90 days' written notice and if it's terminated clause 11.5(b) to 11.5(g) applies.

11.4 When the Buyer can end the Contract

(a) If any of the following events happen, the Buyer has the right to immediately terminate its Contract by issuing a termination notice in writing to the Supplier:

(i) there's a Supplier Insolvency Event;

(ii) if the Supplier repeatedly breaches the Contract in a way 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 Contract;

(iii) if the Supplier is in material breach of any obligation which is capable of remedy, and that breach is not remedied within 30 days of the Supplier receiving notice specifying the breach and requiring it to be remedied;

(iv) there's a change of control (within the meaning of section 450 of the Corporation Tax Act 2010) of the Supplier which isn't pre-approved by the Buyer in writing;

(v) if the Buyer discovers that the Supplier was in one of the situations in 57 (1) or 57(2) of the Regulations at the time the Contract was awarded;

(vi) the Court of Justice of the European Union uses Article 258 of the Treaty on the Functioning of the European Union (TFEU) to declare that the Contract should not have been awarded to the Supplier because of a serious breach of the TFEU or the Regulations;

(vii) the Supplier or its affiliates embarrass or bring the Buyer into disrepute or diminish the public trust in them.

(b) If any of the events in 73(1) (a) to (c) of the Regulations (substantial modification, exclusion of the Supplier, procurement infringement) happen, the Buyer has the right to immediately terminate the Contract and clause 11.5(b) to 11.5(g) applies.

11.5 What happens if the Contract ends

Where the Buyer terminates the Contract under clause 11.4(a) all of the following apply:

(a) the Supplier is responsible for the Buyer's reasonable costs of procuring replacement deliverables for the rest of the term of the Contract;

(b) the Buyer's payment obligations under the terminated Contract stop immediately;

(c) accumulated rights of the Parties are not affected;

(d) the Supplier must promptly delete or return the Government Data except where required to retain copies by law;

(e) the Supplier must promptly return any of the Buyer's property provided under the Contract;

(f) the Supplier must, at no cost to the Buyer, give all reasonable assistance to the Buyer and any incoming supplier and co-operate fully in the handover and re-procurement;

(g) the following clauses survive the termination of the Contract: [3.2.10, 6, 7.2, 9, 11, 14, 15, 16, 17, 18, 34, 35] and any clauses which are expressly or by implication intended to continue.

11.6 When the Supplier can end the Contract

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

(b) If a Supplier terminates the Contract under clause 11.6(a):

  (i) the Buyer must promptly pay all outstanding charges incurred to the Supplier;

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

  (iii) clauses 11.5(d) to 11.5(g) apply.

11.7 Partially ending and suspending the Contract

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

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

(c) The Parties must agree (in accordance with clause 24) any necessary variation required by clause 11.7, but the Supplier may not either:

  (i) reject the variation;

  (ii) increase the Charges, except where the right to partial termination is under clause 11.3.

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

12. How much you can be held responsible for

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

12.2 No Party is liable to the other for:
(a) any indirect losses;
(b) loss of profits, turnover, savings, business opportunities or damage togoodwill (in each case whether direct or indirect).

12.3 In spite of clause 12.1, neither Party limits or excludes any of the following:
(a) its liability for death or personal injury caused by its negligence, or that of its employees, agents or subcontractors;
(b) its liability for bribery or fraud or fraudulent misrepresentation by it orits employees;
(c) any liability that cannot be excluded or limited by law.

12.4 In spite of clause 12.1, the Supplier does not limit or exclude its liability for any indemnity given under clauses 4.2(j), 4.2(m), 8.5, 9.3, 10.5, 13.2, 14.26(e) or 30.2(b).

12.5 Each Party must use all reasonable endeavours to mitigate any loss or damage which it suffers under or in connection with the Contract, including anyindemnities.

12.6 If more than one Supplier is party to the Contract, each Supplier Party is fully responsible for both their own liabilities and the liabilities of the other Suppliers.

13. Obeying the law

13.1 The Supplier must, in connection with provision of the Deliverables, usereasonable endeavours to:
(a) comply and procure that its subcontractors comply with the Supplier Code of Conduct appearing at (https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/779660/20190220-Supplier_Code_of_Conduct.pdf) and such other corporate social responsibility requirements as the Buyer may notify to the Supplier from time to time;
(b) support the Buyer in fulfilling its Public Sector Equality duty under S149 ofthe Equality Act 2010;
(c) not use nor allow its subcontractors to use modern slavery, child labouror inhumane treatment;
(d) meet the applicable Government Buying Standards applicable to Deliverables which can be found online at: https://www.gov.uk/government/collections/sustainable-procurement-the-government-buying-standards-gbs

13.2 The Supplier indemnifies the Buyer against any costs resulting from any default by the Supplier relating to any applicable law to do with the Contract.

13.3 The Supplier must appoint a Compliance Officer who must be responsible for ensuring that the Supplier complies with Law, Clause 13.1 and Clauses 27 to32

13.4 "Compliance Officer" the person(s) appointed by the Supplier who is responsible for ensuring that the Supplier complies with its legal obligations;

14. Data protection

14.1 The Buyer is the Controller and the Supplier is the Processor for the purposes ofthe Data Protection Legislation.

14.2 The Supplier must process Personal Data and ensure that Supplier Staff process Personal Data only in accordance with this Contract.

14.3 The Supplier must not remove any ownership or security notices in or relating to the Government Data.

14.4 The Supplier must make accessible back-ups of all Government Data, stored in an agreed off-site location and send the Buyer copies every six Months.

14.5 The Supplier must ensure that any Supplier system holding any Government Data, including back-up data, is a secure system that complies with the security requirements specified [in writing] by the Buyer.

14.6 If at any time the Supplier suspects or has reason to believe that the Government Data provided under the Contract is corrupted, lost or sufficiently degraded, then the Supplier must notify the Buyer and immediately suggest remedial action.

14.7 If the Government Data is corrupted, lost or sufficiently degraded so as to be unusable the Buyer may either or both:

(a) tell the Supplier to restore or get restored Government Data as soon as practical but no later than five Working Days from the date that the Buyer receives notice, or the Supplier finds out about the issue, whichever is earlier;

(b) restore the Government Data itself or using a third party.

14.8 The Supplier must pay each Party's reasonable costs of complying with clause 14.7 unless the Buyer is at fault.

14.9 Only the Buyer can decide what processing of Personal Data a Supplier can do under the Contract and must specify it for the Contract using the template in Annex 1 of the Order Form (*Authorised Processing*).

14.10 The Supplier must only process Personal Data if authorised to do so in the Annex to the Order Form (*Authorised Processing*) by the Buyer. Any further written instructions relating to the processing of Personal Data are incorporated into Annex 1 of the Order Form.

14.11 The Supplier must give all reasonable assistance to the Buyer in the preparation of any Data Protection Impact Assessment before starting any processing, including:

(a) a systematic description of the expected processing and its purpose;

(b) the necessity and proportionality of the processing operations;

(c) the risks to the rights and freedoms of Data Subjects;

(d) the intended measures to address the risks, including safeguards, security measures and mechanisms to protect Personal Data.

14.12 The Supplier must notify the Buyer immediately if it thinks the Buyer's instructions breach the Data Protection Legislation.

14.13 The Supplier must put in place appropriate Protective Measures to protect against a Data Loss Event which must be approved by the Buyer.

14.14 If lawful to notify the Buyer, the Supplier must notify it if the Supplier is required to process Personal Data by Law promptly and before processing it.

14.15 The Supplier must take all reasonable steps to ensure the reliability and integrity of any Supplier Staff who have access to the Personal Data and ensure that they:
(a) are aware of and comply with the Supplier's duties under this clause 11;
(b) are subject to appropriate confidentiality undertakings with the Supplier or any Subprocessor;
(c) are informed of the confidential nature of the Personal Data and do not provide any of the Personal Data to any third Party unless directed in writing to do so by the Buyer or as otherwise allowed by the Contract;
(d) have undergone adequate training in the use, care, protection and handling of Personal Data.

14.16 The Supplier must not transfer Personal Data outside of the EU unless all ofthe following are true:
(a) it has obtained prior written consent of the Buyer;
(b) the Buyer has decided that there are appropriate safeguards (in accordance with Article 46 of the GDPR);
(c) the Data Subject has enforceable rights and effective legal remedies when transferred;
(d) the Supplier meets its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred;
(e) where the Supplier is not bound by Data Protection Legislation it must use its best endeavours to help the Buyer meet its own obligations under Data Protection Legislation; and
(f) the Supplier complies with the Buyer's reasonable prior instructions about the processing of the Personal Data.

14.17 The Supplier must notify the Buyer immediately if it:
(a) receives a Data Subject Access Request (or purported Data Subject Access Request);
(b) receives a request to rectify, block or erase any Personal Data;
(c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
(d) receives any communication from the Information Commissioner or anyother regulatory authority in connection with Personal Data processed under this Contract;
(e) receives a request from any third Party for disclosure of Personal Data where compliance with the request is required or claims to be required by Law;
(f) becomes aware of a Data Loss Event.

14.18 Any requirement to notify under clause 14.17 includes the provision of further information to the Buyer in stages as details become available.

14.19 The Supplier must promptly provide the Buyer with full assistance in relation to any Party's obligations under Data Protection Legislation and any complaint, communication or request made under clause 14.17. This includes giving the Buyer:
(a) full details and copies of the complaint, communication or request;
(b) reasonably requested assistance so that it can comply with a Data Subject Access Request within the relevant timescales in the Data Protection Legislation;
(c) any Personal Data it holds in relation to a Data Subject on request;
(d) assistance that it requests following any Data Loss Event;
(e) assistance that it requests relating to a consultation with, or request from, the Information Commissioner's Office.

14.20 The Supplier must maintain full, accurate records and information to show it complies with this clause 14. This requirement does not apply where the Supplier employs fewer than 250 staff, unless either the Buyer determines that the processing:
(a) is not occasional;
(b) 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;
(c) is likely to result in a risk to the rights and freedoms of Data Subjects.

14.21 The Supplier must appoint a Data Protection Officer responsible for observing its obligations in this Schedule and give the Buyer their contact details.

14.22 Before allowing any Subprocessor to process any Personal Data, the Supplier must:
(a) notify the Buyer in writing of the intended Subprocessor and processing;
(b) obtain the written consent of the Buyer;
(c) enter into a written contract with the Subprocessor so that this clause 14 applies to the Subprocessor;
(d) provide the Buyer with any information about the Subprocessor that the Buyer reasonably requires.

14.23 The Supplier remains fully liable for all acts or omissions of any Subprocessor.

14.24 At any time the Buyer can, with 30 Working Days notice to the Supplier, change this clause 14 to:
(a) replace it with any applicable standard clauses (between the controller and processor) or similar terms forming part of an applicable certification scheme under GDPR Article 42;
(b) ensure it complies with guidance issued by the Information Commissioner's Office.

14.25 The Parties agree to take account of any non-mandatory guidance issued by the Information Commissioner's Office.

14.26 The Supplier:
(a) must provide the Buyer with all Government Data in an agreed open format within 10 Working Days of a written request;

(b) must have documented processes to guarantee prompt availability of Government Data if the Supplier stops trading;
(c) must securely destroy all Storage Media that has held Government Data at the end of life of that media using Good Industry Practice;
(d) securely erase all Government Data and any copies it holds when asked to do so by the Buyer unless required by Law to retain it;
(e) indemnifies the Buyer against any and all Losses incurred if the Supplier breaches clause 14 and any Data Protection Legislation.

15. What you must keep confidential

15.1 Each Party must:
(a) keep all Confidential Information it receives confidential and secure;
(b) not disclose, use or exploit the disclosing Party's Confidential Information without the disclosing Party's prior written consent, except for the purposes anticipated under the Contract;
(c) immediately notify the disclosing Party if it suspects unauthorised access, copying, use or disclosure of the Confidential Information.

15.2 In spite of clause 15.1, a Party may disclose Confidential Information which it receives from the disclosing Party in any of the following instances:
(a) where disclosure is required by applicable Law or by a court with the relevant jurisdiction if the recipient Party notifies the disclosing Party of the full circumstances, the affected Confidential Information and extent of the disclosure;
(b) if the recipient Party already had the information without obligation of confidentiality before it was disclosed by the disclosing Party;
(c) if the information was given to it by a third party without obligation of confidentiality;
(d) if the information was in the public domain at the time of the disclosure;
(e) if the information was independently developed without access to the disclosing Party's Confidential Information;
(f) to its auditors or for the purposes of regulatory requirements;
(g) on a confidential basis, to its professional advisers on a need-to-know basis;
(h) to the Serious Fraud Office where the recipient Party has reasonable grounds to believe that the disclosing Party is involved in activity that may be a criminal offence under the Bribery Act 2010.

15.3 The Supplier may disclose Confidential Information on a confidential basis to Supplier Staff on a need-to-know basis to allow the Supplier to meet its obligations under the Contract. The Supplier Staff must enter into a direct confidentiality agreement with the Buyer at its request.

15.4 The Buyer may disclose Confidential Information in any of the following cases:
(a) on a confidential basis to the employees, agents, consultants and contractors of the Buyer;
(b) on a confidential basis to any other Central Government Body, any successor body to a Central Government Body or any company that the Buyer transfers or proposes to transfer all or any part of its business to;
(c) if the Buyer (acting reasonably) considers disclosure necessary or appropriate to carry out its public functions;

(d) where requested by Parliament;
(e) under clauses 5.7 and 16.

15.5 For the purposes of clauses 15.2 to 15.4 references to disclosure on a confidential basis means disclosure under a confidentiality agreement or arrangement including terms as strict as those required in clause 15.

15.6 Information which is exempt from disclosure by clause 16 is not Confidential Information.

15.7 The Supplier must not make any press announcement or publicise the Contract or any part of it in any way, without the prior written consent of the Buyer and must take all reasonable steps to ensure that Supplier Staff do not either.

16. When you can share information

16.1 The Supplier must tell the Buyer within 48 hours if it receives a Request For Information.

16.2 Within the required timescales the Supplier must give the Buyer full co-operation and information needed so the Buyer can:
(a) comply with any Freedom of Information Act (FOIA) request;
(b) comply with any Environmental Information Regulations (EIR) request.

16.3 The Buyer may talk to the Supplier to help it decide whether to publish information under clause 16. However, the extent, content and format of the disclosure is the Buyer's decision, which does not need to be reasonable.

17. Invalid parts of the contract

If any part of the Contract is prohibited by Law or judged by a court to be unlawful, void or unenforceable, it must be read as if it was removed from that Contract as much as required and rendered ineffective as far as possible without affecting the rest of the Contract, whether it's valid or enforceable.

18. No other terms apply

The provisions incorporated into the Contract are the entire agreement between the Parties. The Contract replaces all previous statements and agreements whether written or oral. No other provisions apply.

19. Other people's rights in a contract

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

20. Circumstances beyond your control

20.1 Any Party affected by a Force Majeure Event is excused from performing its obligations under the Contract while the inability to perform continues, if it both:

(a) provides written notice to the other Party;
(b) uses all reasonable measures practical to reduce the impact of the Force Majeure Event.

20.2 Either party can partially or fully terminate the Contract if the provision of the Deliverables is materially affected by a Force Majeure Event which lasts for 90 days continuously.

20.3 Where a Party terminates under clause 20.2:
(a) each party must cover its own losses;
(b) clause 11.5(b) to 11.5(g) applies.

21. Relationships created by the contract

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

22. Giving up contract rights

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

23. Transferring responsibilities

23.1 The Supplier cannot assign the Contract without the Buyer's written consent.

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

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

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

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

23.6 If the Buyer asks the Supplier for details about Subcontractors, the Supplier must provide details of Subcontractors at all levels of the supply chain including:
(a) their name;
(b) the scope of their appointment;
(c) the duration of their appointment.

24. Changing the contract

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

25. How to communicate about the contract

25.1 All notices under the Contract must be in writing and are considered effective on the Working Day of delivery as long as they're delivered before 5:00pm on a Working Day. Otherwise the notice is effective on the next Working Day. An email is effective when sent unless an error message is received.

25.2 Notices to the Buyer or Supplier must be sent to their address in the Order Form.

25.3 This clause does not apply to the service of legal proceedings or any documents in any legal action, arbitration or dispute resolution.

26. Preventing fraud, bribery and corruption

26.1 The Supplier shall not:

(a) commit any criminal offence referred to in the Regulations 57(1) and 57(2);

(b) offer, give, or agree to give anything, to any person (whether working for or engaged by the Buyer or any other public body) an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of the Contract or any other public function or for showing or refraining from showing favour or disfavour to any person in relation to the Contract or any other public function.

26.2 The Supplier shall take all reasonable steps (including creating, maintaining and enforcing adequate policies, procedures and records), in accordance with good industry practice, to prevent any matters referred to in clause 26.1 and any fraud by the Staff and the Supplier (including its shareholders, members and directors) in connection with the Contract and shall notify the Buyer immediately if it has reason to suspect that any such matters have occurred or is occurring or is likely to occur.

26.3 If the Supplier or the Staff engages in conduct prohibited by clause 26.1 or commits fraud in relation to the Contract or any other contract with the Crown (including the Buyer) the Buyer may:

(a) terminate the Contract and recover from the Supplier the amount of any loss suffered by the Buyer resulting from the termination, including the cost reasonably incurred by the Buyer of making other arrangements for the supply of the Deliverables and any additional expenditure incurred by the Buyer throughout the remainder of the Contract; or

(b) recover in full from the Supplier any other loss sustained by the Buyer in consequence of any breach of this clause.

27. Equality, diversity and human rights

27.1 The Supplier must follow all applicable equality law when they perform their obligations under the Contract, including:

(a) protections against discrimination on the grounds of race, sex, gender reassignment, religion or belief, disability, sexual orientation, pregnancy, maternity, age or otherwise;

(b) any other requirements and instructions which the Buyer reasonably imposes related to equality Law.

27.2 The Supplier must take all necessary steps, and inform the Buyer of the steps taken, to prevent anything that is considered to be unlawful discrimination by any court or tribunal, or the Equality and Human Rights Commission (or any successor organisation) when working on the Contract.

28. Health and safety

28.1 The Supplier must perform its obligations meeting the requirements of:
(a) all applicable law regarding health and safety;
(b) the Buyer's current health and safety policy while at the Buyer's premises, as provided to the Supplier.

28.2 The Supplier and the Buyer must as soon as possible notify the other of any health and safety incidents or material hazards they're aware of at the Buyer premises that relate to the performance of the Contract.

29. Environment

29.1 When working on Site the Supplier must perform its obligations under the Buyer's current Environmental Policy, which the Buyer must provide.

29.2 The Supplier must ensure that Supplier Staff are aware of the Buyer's Environmental Policy.

30. Tax

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

30.2 Where the Supplier or any Supplier Staff are liable to be taxed or to pay National Insurance contributions in the UK relating to payment received under the Off Contract, the Supplier must both:
(a) comply with the Income Tax (Earnings and Pensions) Act 2003 and all other statutes and regulations relating to income tax, the Social Security Contributions and Benefits Act 1992 (including IR35) and National Insurance contributions;
(b) indemnify the Buyer against any Income Tax, National Insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made during or after the Contract Period in connection with the provision of the Deliverables by the Supplier or any of the Supplier Staff.

30.3 If any of the Supplier Staff are Workers who receive payment relating to the Deliverables, then the Supplier must ensure that its contract with the Worker contains the following requirements:
(a) the Buyer may, at any time during the term of the Contract, request that the Worker provides information which demonstrates they comply with clause 30.2, or why those requirements do not apply, the Buyer can specify the information the Worker must provide and the deadline for responding;

(b) the Worker's contract may be terminated at the Buyer's request if the Worker fails to provide the information requested by the Buyer within the time specified by the Buyer;
(c) the Worker's contract may be terminated at the Buyer's request if the Worker provides information which the Buyer considers isn't good enough to demonstrate how it complies with clause 30.2 or confirms that the Worker is not complying with those requirements;
(d) the Buyer may supply any information they receive from the Worker to HMRC for revenue collection and management.

31. Conflict of interest

31.1 The Supplier must take action to ensure that neither the Supplier nor the Supplier Staff are placed in the position of an actual or potential conflict between the financial or personal duties of the Supplier or the Supplier Staff and the duties owed to the Buyer under the Contract, in the reasonable opinion of the Buyer.

31.2 The Supplier must promptly notify and provide details to the Buyer if a conflict of interest happens or is expected to happen.

31.3 The Buyer can terminate its Contract immediately by giving notice in writing to the Supplier or take any steps it thinks are necessary where there is or may be an actual or potential conflict of interest.

32. Reporting a breach of the contract

32.1 As soon as it is aware of it the Supplier and Supplier Staff must report to the Buyer any actual or suspected breach of law, clause 13.1, or clauses 26 to 31.

32.2 The Supplier must not retaliate against any of the Supplier Staff who in good faith reports a breach listed in clause 32.1.

33. Resolving disputes

33.1 If there is a dispute between the Parties, their senior representatives who have authority to settle the dispute will, within 28 days of a written request from the other Party, meet in good faith to resolve the dispute.

33.2 If the dispute is not resolved at that meeting, the Parties can attempt to settle it by mediation usingthe Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure current at the time of the dispute. If the Parties cannot agree on a mediator, the mediator will be nominated by CEDR. If either Party does not wish to use, or continue to use mediation, or mediation does not resolve the dispute, the dispute must be resolved using clauses 33.3 to 33.5.

33.3 Unless the Buyer refers the dispute to arbitration using clause 33.4, the Parties irrevocably agree that the courts of England and Wales have the exclusive jurisdiction to:
(a) determine the dispute;
(b) grant interim remedies;
(c) grant any other provisional or protective relief.

33.4 The Supplier agrees that the Buyer has the exclusive right to refer any dispute to be finally resolved by arbitration under the London Court of International Arbitration Rules current at the time of the dispute. There will be only one arbitrator. The seat or legal place of the arbitration will be London and the proceedings will be in English.

33.5 The Buyer has the right to refer a dispute to arbitration even if the Supplier has started or has attempted to start court proceedings under clause 33.3, unless the Buyer has agreed to the court proceedings or participated in them. Even if court proceedings have started, the Parties must do everything necessary to ensure that the court proceedings are stayed in favour of any arbitration proceedings if theyare started under clause 33.4.

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

34. Which law applies

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

APPENDIX A - VARIATION REQUEST FORM

Contract / Project Title: Contract / Project Ref No (FS /FSA No):
Full Description of Variation Request: A full justification and impact assessment including any supplementary evidence must be provided. Any supporting information should be appended to this form.
Area (s) Impacted: - Price ☐ Duration ☐ Price & Duration ☐ Scope of work ☐ Key Personnel ☐ Other ☐
Requester: Signature: Team / Organisation Date:
Supplier Contact Details Supplier Name : Contact Name : Contact Address : : Telephone No : Email Address :
FSA Use Only (Business Area) Amount Approved: Authorised By:- ☐ Cost Centre Manager ☐ Investment Board Signed : Date of Approval: **Please submit this form to** [redacted]

Procurement Use Only (confirm contract allows for requested variation) Variation Request No: Variation Request Approved by: Date of Approval:
On full approval of this Request for Variation, Procurement will produce a Variation Form for agreement and approval by both parties to append to the Agreement / Contract.

APPENDIX B VARIATION FORM

PROJECT TITLE:

DATE:

VARIATION No:

BETWEEN:

The Food Standards Agency (hereinafter called "the Client") & SUPPLIER (hereinafter called "the Supplier")

1. The Contract is varied as follows:

Contract x

2. Words and expressions in this Variation shall have the meanings given to them in the Framework.

3. The Contract, including any previous Variations, shall remain effective and unaltered except as amended by this Variation.

SIGNED:

For: The Client	For: The Supplier
By:	By: . . . . .
Full Name:	Full Name: . . . . .
Position:	Title: . . . . .
Date:	Date: . . . . .