

DATED 15 July 2013

(1) SECRETARY OF STATE FOR EDUCATION

and

(2) LEON RESTAURANTS LIMITED

CONTRACT FOR THE PROVISION OF CONSULTANCY SERVICES

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THIS CONTRACT IS DATED as from 15 July 2013

PARTIES:

- (1) **THE SECRETARY OF STATE FOR EDUCATION** whose Head Office is at Sanctuary Buildings, Great Smith Street, London, SW1P 3BT (the "Department"); and
- (2) **Leon Restaurants Ltd** a company registered in England and Wales under company number 05018441 and having its registered office at 4th Floor, St Margaret's House, 18-20 Southwark Street, London, SE1 1TJ (the "Contractor").

RECITALS:

- (A) The Contractor is in business as a company running several restaurants in the UK. Mr Dimbleby and Mr Vincent, owners of Leon Restaurants Ltd, produced the independent School Food Plan. The Plan addressed the issue of how to get children eating well in school and how to excite children about food so they want to eat it.
- (B) The Department, in view of the Contractor's relevant skills, experience and knowledge, wishes to engage the Contractor to provide certain Consultancy Services to the Department.
- (C) The Contractor has agreed to provide such Consultancy Services to the Department on and subject to the terms and conditions set out in this Contract.
- (D) The Department's reference number for this Contract is DfE/2013/SFP01.

1. INTERPRETATION

1.1 In this Contract the following words shall mean:-

"Associated Company"	means in relation to a company any holding company, subsidiary or fellow holding company of any such subsidiary
"Confidential Information"	means all information which has been designated as confidential by either party in writing or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) including but not limited to information which relates to the business, affairs, properties, assets, trading practices, services, developments, trade secrets, Intellectual Property Rights, know-how, personnel, customers and suppliers of either party and commercially sensitive information which may be regarded as the confidential information of the disclosing party
"Consultancy Services"	means all of the activities to be undertaken by or to be performed by the Contractor as described in Schedule 1 as may be amended from time to time
"Charges"	means the charges payable by the Department in consideration of the Consultancy Services as set out in Schedule 2
"Contract Manager"	means Louisa Maslin, 2 nd Floor Sanctuary Buildings, Great Smith Street, London, SW1P 3BT or such other person as the Department may notify to the Contractor in writing from time to time
"Contracting Authority"	any contracting authority as defined in Regulation 3 of the Public Contracts Regulations 2006 other than the Department
"Contractor Personnel"	all employees, agents, Contractors and contractors of the Contractor and/or of any Sub-contractor
"Contractor's Contract Manager"	means Myles Bremner, 4 th Floor, St Margaret's House, 18-20 Southwark Street, London, SE1 1TJ or such other person as the Contractor may notify to the Department in writing from time to time
"Crown"	means Queen Elizabeth II and any successor
"Department's Intellectual Property Rights"	means all Intellectual Property Rights comprised in or necessary for or arising from the performance of the Consultancy Services, and "Department's Intellectual Property" shall be construed accordingly

"Environmental Information Regulations"	the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government Department in relation to such regulations
"FOIA"	the Freedom of Information Act 2000 and any subordinate legislation made under this Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government Department in relation to such legislation
"Her Majesty's Government"	means the duly elected Government for the time being during the reign of Her Majesty and/or any department, committee, office, servant or officer of such Government
"HMSO"	means Her Majesty's Stationery Office
"Information"	has the meaning given under section 84 of the Freedom of Information Act 2000
"Intellectual Property Rights"	means any copyright, rights in designs, database rights, domain names, trade marks, service marks, patents or any applications for any of the foregoing, know-how or similar rights or obligations (whether registerable or not) including Moral Rights as defined in Chapter IV of the Copyright, Designs and Patents Act 1988
"Personal Data"	shall have the same meaning as set out in the Data Protection Act 1998
"Request for Information"	a request for information or an apparent request under the Code of Practice on Access to Government Information, FOIA or the Environmental Information Regulations
"School Food Brand"	Refers to all visual identity and logos created in, and as a result of, the School Food Plan
"SME"	means a micro, small or medium-sized enterprise defined in accordance with the European Commission Recommendation 2003/361/EC and any subsequent revisions
"Sub-contractor"	any third party with whom the Contractor enters into a Sub-contract or its servants or agents and any third party with whom that third party enters into a Sub-contract or its servants or agents
"Working Day"	any day other than a Saturday, Sunday or public holiday in England and Wales

1.2 References to "Contract" mean this contract (and include the Schedules). References to "Clauses" and "Schedules" mean clauses of and schedules to this Contract. The provisions of the Schedules shall be binding on the parties as if set out in full in this Contract.

1.3 References in this Contract to statutory provisions include all prior and subsequent enactments, amendments and substitutions relating to that provision and to any

regulations made under it.

- 1.4 Reference to the singular include the plural and vice versa and references to any gender include both genders. References to a person include any individual, firm, unincorporated association or body corporate.

2. COMMENCEMENT AND CONTINUATION

- 2.1 The Contractor shall commence the Consultancy Services on 15 July 2013 and, subject to the rights of earlier termination set out in this Contract, shall complete the Consultancy Services on or before 31 July 2015.

- 2.2 This contract shall be deemed to have been effective from 15 July 2013.

3. PROVISION OF CONSULTANCY SERVICES

- 3.1 The Contractor is appointed to undertake the Consultancy Services. This Contract shall not prevent the Contractor from undertaking other consultancy or project management services provided that the undertaking of such services does not cause a breach of any provision of this Contract.

- 3.2 The Contractor shall promptly and efficiently perform the Consultancy Services as and when required with all due care and skill as may be expected of a person or an organisation with the experience of the Contractor and in accordance with this Contract and in particular but not limited to the provisions set out in Schedule 1.

- 3.3 The Contractor shall comply with the accounting and information provisions of Schedule 2.

- 3.4 The Contractor shall keep detailed and accurate records of all activities undertaken in relation to the provision of the Consultancy Services and shall provide the Department with reports at such intervals and in such form as the Contract Manager may from time to time require.

- 3.5 The Contractor acknowledges the importance attached by the Department to equal opportunities. The Contractor shall ensure that in fulfilling its obligations under this Contract it and its officers, employees and agents will act fairly, avoid discrimination and promote equal opportunities.

- 3.6 The Contractor warrants that in performing its duties under this Contract it will not, and its officers and/or employees will not, infringe the rights of, nor breach any of its or their obligations to any third party.

4. CHARGES AND TERMS OF PAYMENT

In consideration of and subject to the satisfactory performance by the Contractor of the Consultancy Services, the Department shall pay the Contractor the Charges in accordance with the payment provisions of Schedule 2 provided that the Department has received full and accurate information and documentation as required by Schedule 2 to be submitted by the Contractor for work completed to the satisfaction of the Department.

5. CHANGES TO THE DEPARTMENT'S REQUIREMENTS

- 5.1 The Department shall notify the Contractor of any material change to the Department's requirements under this Contract.

5.2 The Contractor shall use all reasonable endeavours to accommodate any changes to the needs and requirements of the Department provided that it shall be entitled to payment for any additional costs incurred as a result of any such changes. The amount of such additional costs shall be agreed between the parties in writing.

5.3 If the parties are unable to agree such additional costs, the provisions of Clause 26 shall apply.

6. CONTRACT MANAGEMENT

6.1 The Contractor shall and shall ensure that its officers, employees and agents shall comply with any reasonable guidance or guidelines issued by the Contract Manager from time to time in connection with the Consultancy Services.

6.2 The Contractor shall address any enquiries about procedural, contractual or other matters in connection with the provision of the Consultancy Services in writing to the Contract Manager. Any correspondence relating to this Contract shall quote the reference number set out in Recital D to this Contract.

6.3 The Department will hold monthly contract review meetings with Myles Bremner and Leah Schabas. At this meeting the Contractor shall provide the Department with an update on each of its actions since the previous contract review meeting. Henry Dimbleby and/or John Vincent will also meet with the Minister on a regular basis.

6.4 Along with its invoices, the Contractor will provide a monthly report of activities completed which will include the information requested in Schedule 1, 5.1 'SCHEDULE OF WORK'; timesheets for the work carried out by the persons named at paragraph 2.1 of Schedule 1; and the outcomes of this work.

7. PREMISES AND EQUIPMENT

7.1 Unless otherwise agreed, any land or premises made available to the Contractor by the Department in connection with the provision of the Consultancy Services shall be made available to the Contractor free of charge and without exclusive possession and shall be used by the Contractor solely for the purpose of providing the Consultancy Services. The Contractor shall have the use of such land or premises as licensee and shall immediately vacate the same on the expiry or other termination of this Contract.

7.2 The Contractor shall ensure that in providing the Consultancy Services it will and its officers, employees, agents and Sub-contractors will co-operate as far as may be reasonably necessary with the Department's employees. The Contractor shall further ensure that it and its Sub-contractors carry out their duties in such a way as to cause no unreasonable or unnecessary disruption to the routine and procedures of the Department, its employees, visitors or other Contractors.

7.3 The Contractor shall ensure that it and its officers, employees, agents and Sub-contractors will comply with all rules and regulations from time to time issued by the Department relating to the use and/or security of the Department's premises.

7.4 For the purposes of this Contract, the following areas and facilities at the Department's premises will be provided free for use by the Contractor and its officers, employees, agents and Sub-contractors:-

7.4.1 toilets;

- 7.4.2 cooking facilities;
- 7.4.3 heating;
- 7.4.4 lighting;
- 7.4.5 first aid; and
- 7.4.6 reasonable telephone use (use to be restricted to internal calls or to the Contractor's premises or to the emergency services – private or non-Consultancy Services work related calls are not permitted).

7.5 The Department shall be under no obligation to provide any premises or equipment to the Contractor other than those expressly referred to in this Contract.

7.6 The Contractor shall provide its own equipment where necessary for the delivery of the Consultancy Services but, for reasons of security and interoperability, only IT equipment owned by the Department may be used to access the Department's network.

7.7 Where the Department in its sole discretion deems it necessary to provide the Contractor with laptop computers for the purposes of this Contract, any such computers shall at all times remain the property of the Department.

7.8 The Contractor shall ensure the security of any laptop computer whilst in its possession, during the supply of the Services, in accordance with the Department's reasonable security requirements as required from time to time.

7.9 The Contractor shall be responsible for ensuring that its officers, employees, agents and Sub-contractors make proper use and take reasonable care of the Department's facilities and equipment provided pursuant to this Clause 7.

8. INTELLECTUAL PROPERTY RIGHTS

8.1 It is acknowledged and agreed between the parties that all existing or future Department's Intellectual Property Rights ("Department's Intellectual Property Rights") shall vest in the Crown absolutely.

8.2 For the avoidance of doubt the Department's Intellectual Property Rights include all rights in the School Food Plan Brand and in any source materials supplied by the Department to the Contractor. The Department hereby grants a non-exclusive, royalty-free, revocable licence to the Contractor to use and reproduce any Department Intellectual Property Rights including the School Food Plan Brand, logo and visual identity insofar as is necessary for the performance by the Contractor of its obligations under this Contract and for the duration of this Contract and for no other purposes, with the right to sub-licence only with the prior written consent of the Department. The Contractor shall not otherwise disseminate to any third party any materials containing any Department Intellectual Property Rights including the School Food Plan Brand or any copyright material without the prior written consent of the Department.

8.3 The Contractor shall not be permitted to:

8.3.1 use the School Food Plan Brand, logo or visual identity in any way that might prejudice its distinctiveness or validity or the goodwill of the Department therein;

8.3.2 allow Sub-contractors or any other organisations to use the School Food Plan Brand, logo and visual identity without obtaining the prior consent of the

Department; or

- 8.3.3 use any other trademarks, brands, logos or trade names so resembling the School Food Plan Brand, logo and visual identity as to be likely to cause confusion or deception.
- 8.4 The Contractor agrees that at the request and cost of the Department it will and procure that its officers, employees and agents will at all times do all such reasonable acts and execute all such documents as may be reasonably necessary or desirable to ensure that the Department receives the full benefit of all of its rights under this Contract in respect of the Department's Intellectual Property Rights or to assist in the resolution of any question concerning the Intellectual Property Rights.
- 8.5 The Contractor hereby waives any Moral Rights as defined at Chapter IV of the Copyright, Designs and Patents Act 1988.
- 8.6 The Contractor warrants:
- 8.6.1 that the Department's Intellectual Property Rights comprise the original work of and were created by or on behalf of the Contractor;
- 8.6.2 that the Department's Intellectual Property Rights have not and will not be copied wholly or in part from any other work or material;
- 8.6.3 that the use of or exercise by the Department of the Department's Intellectual Property Rights and the Background Intellectual Property will not infringe the rights of any third party;
- 8.6.4 that the Contractor has not granted or assigned any rights of any nature in the Department's Intellectual Property Rights to any third party.
- 8.7 The Contractor shall ensure that any copyright materials produced by or on behalf of the Contractor and which are the Department's Intellectual Property shall be marked with the following copyright notice "© Crown Copyright 2014".

9. WARRANTY AND INDEMNITY

- 9.1 The Contractor warrants and represents to the Department that the obligations of the Contractor under this Contract will be performed by appropriately qualified and trained personnel to the standard or care and skill as set out in Clause 3.2. The Department will be relying upon the Contractor's skill, expertise and experience in the performance of the Consultancy Services and also upon the accuracy of all representations or statements made and the advice given by the Contractor in connection with the performance of the Consultancy Services and the accuracy of any documents conceived, originated, made or developed by the Contractor as part of this Contract. The Contractor warrants and represents that any goods supplied by the Contractor forming a part of the Consultancy Services will be of satisfactory quality and fit for their purpose and will be free from defects in design, material and workmanship.
- 9.2 Without prejudice to any other remedy, if any part of the Consultancy Services are not performed in accordance with this Contract then the Department shall be entitled where appropriate to:-
- 9.2.1 require the Contractor promptly to re-perform or replace the relevant part of the Consultancy Services without additional charge to the Department; or

- 9.2.2 assess the cost of remedying the failure (the "Assessed Cost") and to deduct from any sums due to the Contractor the Assessed Cost for the period that such failure continues; or
- 9.2.3 engage another person or organisation to carry out the Consultancy Services, in whole or in part, and all additional expenditure properly incurred by the Department in having such services carried out shall be recoverable by the Department from the Contractor.
- 9.3 The Contractor shall be liable for and shall indemnify the Department in full against any expense, liability, loss, claim or proceedings arising under statute or at common law arising out of any breach by the Contractor or its officers, employees or agents of its obligations under this Contract or its negligence or otherwise resulting from any action or lack of action on the part of the Contractor except to the extent that such expense, liability, loss, claim or proceedings result from the default, act or omission of the Department.
- 9.4 All property of the Contractor or its officers, employees or agents whilst on the Department's premises shall be there at the risk of the Contractor and the Department shall accept no liability for any loss or damage howsoever occurring to it.
- 9.5 The Contractor shall ensure that it has adequate insurance cover with an insurer of good repute to cover claims under this Contract or any other claims or demands which may be brought or made against it by any person suffering any injury damage or loss in connection with this Contract. The Contractor shall upon request produce to the Department its policy or policies of insurance, together with the receipt for the payment of the last premium in respect of each policy, or produce documentary evidence that the policy or policies are properly maintained.
10. **TERMINATION**
- 10.1 This Contract may be terminated by either party giving to the other party at least 30 days' notice in writing.
- 10.2 Either party may serve a notice on the other party if the other is in material breach of its obligations under this Contract and where such breach is capable of remedy requiring the breach to be remedied within 7 days of the notice, or negotiate a longer time period if necessary. If the breach has not been remedied within 7 days, or the agreed timeframe, the party not in breach may terminate this Contract with immediate effect by notice in writing.
- 10.3 In the event of a material breach of this Contract which is not capable of remedy by either party, the other party may terminate this Contract with immediate effect by notice in writing.
- 10.4 A breach shall be deemed to be capable of remedy when it is capable of performance in all respects other than time for performance (save where time is of the essence).
- 10.5 This Contract may be terminated by the Department with immediate effect by notice in writing if at any time:
- 10.5.1 the Contractor passes a resolution that it be wound-up or that an application be made for an administration order or the Contractor applies to enter into a voluntary arrangement with its creditors; or
- 10.5.2 a receiver, liquidator, administrator, supervisor or administrative receiver be

- appointed in respect of the Contractor's property, assets or any part thereof; or
- 10.5.3 the court orders that the Contractor be wound-up or a receiver of all or any part of the Contractor's assets be appointed; or
- 10.5.4 the Contractor is unable to pay its debts in accordance with Section 123 of the Insolvency Act 1986; or
- 10.5.5 the Contractor is convicted (or being a company, any officers or representatives of the Contractor are convicted) of a criminal offence related to the business or professional conduct; or
- 10.5.6 the Contractor commits (or being a company, any officers or representatives of the Contractor commit) an act of grave misconduct in the course of the business; or
- 10.5.7 the Contractor fails (or being a company, any officers or representatives of the Contractor fail) to fulfil its obligations relating to the payment of Social Security contributions; or
- 10.5.8 the Contractor fails (or being a company, any officers or representatives of the Contractor fail) to fulfil its obligations relating to payment of taxes; or
- 10.5.9 the Contractor fails (or being a company, any officers or representatives of the Contractor fail) to disclose any serious misrepresentation in supplying information required by the Department in or pursuant to this Contract.
- 10.6 Nothing in this Clause 10 shall affect the coming into, or continuance in force of any provision of this Contract which is expressly or by implication intended to come into force or continue in force upon termination of this Contract.
- 10.7 The provisions of Clauses 9, 14.2, 18 and 2021 shall survive the termination or expiry of any part of this Contract.

11. AMENDMENT AND VARIATION

No amendment or variation to this Contract shall be effective unless it is in writing and signed by or on behalf of each of the parties hereto. The Contractor shall comply with any formal procedures for amending or varying contracts which the Department may have in place and notify to the Contractor from time to time.

12. EFFECT OF EXPIRY OR TERMINATION

- 12.1 On expiry or termination of this Contract however arising, the Contractor shall deliver to the Department (or as the Department directs) any documents and data (whether hard copy or electronic) incorporating the Department's Intellectual Property Rights or necessary for the Department to receive the full benefit of the licence or the Contractor's Background IPR pursuant to Clause 8 and any property belonging to the Department which may be in the Contractor's possession or under its control.
- 12.2 On expiry or termination of this Contract however arising, the Contractor shall and shall procure that its officers, employees and agents shall, at no cost to the Department, promptly provide such assistance and comply with such timetable as the Department may reasonably require for the purpose of ensuring an orderly transfer of responsibility for provision of the Consultancy Services (or their equivalent). The Department shall be entitled to require the provision of such assistance both prior to and for a reasonable

period of time after the expiry or other termination of this Contract.

- 12.3 The assistance required by the Department under the provisions of Clause 12.2 may include (without limitation) the delivery of documents and data in the possession or control of the Contractor which relate to this Contract, including the documents and data, if any, referred to in the Schedules.
- 12.4 The Contractor shall and shall procure that its officers, employees and agents shall do such other reasonable acts or things as may be necessary or desirable to enable the Department to accomplish an orderly and prompt transfer of responsibility for the provision of the Consultancy Services (or their equivalent).
- 12.5 The Contractor undertakes that it shall not knowingly do or omit to do anything which may adversely affect the ability of the Department to ensure an orderly transfer of responsibility for the provision of the Consultancy Services (or their equivalent) and undertakes to procure that its officers, employees and agents shall not knowingly do or omit to do anything which may adversely affect the ability of the Department to ensure an orderly transfer of responsibility for the provision of the Consultancy Services (or their equivalent).
- 12.6 The Contractor shall not at any time after the expiry or other termination of this Contract represent itself as being a Contractor of the Department or as being in any way connected with the Department.

13. ACCESS AND INFORMATION

The Contractor shall provide access at all reasonable times to the Department's internal auditors or the National Audit Office, and their employees, agents or representatives as they may reasonably request to inspect such documents as the Department considers necessary in connection with this Contract. Such persons shall be entitled to take copies of or extracts from such accounts.

14. CONFLICT OF INTEREST

- 14.1 The Contractor acknowledges and agrees that (except as provided below) it will not act for any person or organisation that is or is reasonably likely to become a contractor of the Department in relation to the project for which the Consultancy Services are provided, in any capacity. For the avoidance of doubt, this Clause 14 shall not prevent the Contractor from providing services to an existing client of the Contractor to whom the Contractor is currently providing services provided that, where the Contractor is providing such services to such a person who is an existing client:
- 14.1.1 it shall not act for any such client in respect of any transactions between the Department and such client or its Associated Companies; and;
- 14.1.2 the Contractor will ensure that any personnel acting for any such client that are not already acting for the Department do not have access to information held by the Contractor relating to the Department.
- 14.2 Where a potential conflict of interest arises, the Contractor will notify the Department in writing.
- 14.3 This Clause shall survive the termination of the Contractor's appointment howsoever arising for a period of one year and shall continue in full force and effect.

15. STATUS OF CONTRACTOR

- 15.1** In carrying out its obligations under this Contract the Contractor agrees that it will be acting as principal and not as the agent of the Department.
- 15.2** The Contractor warrants that it is a limited company duly registered in accordance with the law of England and Wales and that it shall provide services to the Department under the terms of this Contract as an independent contractor. The Contractor further warrants that it is the employer of any individuals who carry out the Consultancy Services on its behalf (save insofar as those services are provided by a Sub-contractor) and that nothing in this Contract shall be construed or have the effect of giving rise to a relationship of employer and employee between the Department or the Crown on the one hand and the Contractor or any of its officers or employees on the other, whether for the duration of the Contract, for the duration of each period for which the Contractor or an officer or employee of the Contractor is providing services to the Department pursuant to this Contract or otherwise.

16. TAX INDEMNITY

- 16.1** Where the Contractor is liable to be taxed in the UK in respect of consideration received under this contract, it shall at all times comply with the Income Tax (Earnings and Pensions) Act 2003 and all other statutes and regulations relating to income tax in respect of that consideration.
- 16.2** Where the Contractor is liable to National Insurance Contributions (NICs) in respect of consideration received under this contract, it shall at all times comply with the Social Security Contributions and Benefits Act 1992 and all other statutes and regulations relating to NICs in respect of that consideration.
- 16.3** The Department may, at any time during the term of this contract, ask the Contractor to provide information which demonstrates how the Contractor complies with Clauses 16.1 and 16.2 above or why those Clauses do not apply to it.
- 16.4** A request under Clause 16.3 above may specify the information which the Contractor must provide and the period within which that information must be provided.
- 16.5** The Department may terminate this contract if-
- 16.5.1** in the case of a request mentioned in Clause 16.3 above, the Contractor:
- (i)** fails to provide information in response to the request within a reasonable time, or
 - (ii)** provides information which is inadequate to demonstrate either how the Contractor complies with Clauses 16.1 and 16.2 above or why those Clauses do not apply to it;
- 16.5.2** the case of a request mentioned in Clauses 16.4 above, the Contractor fails to provide the specified information within the specified period, or
- 16.5.3** it receives information which demonstrates that, at any time when Clauses 16.1 and 16.2 apply, the Contractor is not complying with those Clauses.
- 16.6** The Department may supply any information which it receives under Clause 16.3 to the Commissioners of Her Majesty's Revenue and Customs for the purpose of the collection

and management of revenue for which they are responsible.

- 16.7 The Contractor warrants and represents to the Department that it is an independent contractor and, as such, bears sole responsibility for the payment of tax and national insurance contributions which may be found due from it in relation to any payments or arrangements made under this Contract or in relation to any payments made by the Contractor to its officers or employees in connection with this Contract.
- 16.8 The Contractor will account to the appropriate authorities for any income tax, national insurance, VAT and all other taxes, liabilities, charges and duties relating to any payments made to the Contractor under this Contract or in relation to any payments made by the Contractor to its officers or employees in connection with this Contract.
- 16.9 The Contractor shall indemnify the Department against any liability, assessment or claim made by the HM Revenue and Customs or any other relevant authority arising out of the performance by the parties of their obligations under this Contract (other than in respect of employer's secondary national insurance contributions) and any costs, expenses, penalty fine or interest incurred or payable by Department in connection with any such assessment or claim.
- 16.10 The Contractor authorises the Department to provide Her Majesty's Revenue and Customs and all other departments or agencies of the Government with any information which they may request as to fees and/or expenses paid or due to be paid under this Contract whether or not Department is obliged as a matter of law to comply with such request.

17. CONFIDENTIALITY

- 17.1 The Contractor acknowledges that any Confidential Information obtained from or relating to the Department, its servants or agents is the property of the Department.
- 17.2 In consideration of being given use of the Confidential Information as set out below, the Department or the Contractor (as the case may be) ("the User") shall, and shall procure that its employees and agents shall, keep the Confidential Information strictly confidential and not directly or indirectly reveal, report, copy, part with possession of, license, publish, transfer, communicate or disclose the Confidential Information in any manner whatsoever without the disclosing party's prior written consent.
- 17.3 Each party hereby warrants that:
- 17.3.1 any person employed or engaged by it (in connection with this Contract in the course of such employment or engagement) shall treat all Confidential Information belonging to the other party as confidential, safeguard it accordingly and only use such Confidential Information for the purposes of this contract; and
- 17.3.2 any person employed or engaged by it (in connection with this Contract in the course of such employment or engagement) shall not disclose any Confidential Information to any third party without prior written consent of the other party, except where disclosure is otherwise expressly permitted by the provisions of this Contract.
- 17.4 The User shall ensure that the Confidential Information is stored securely and that access to it is restricted to those of its employees who need such access for the purposes of using the Confidential Information as permitted under this Contract. The User shall ensure that it informs its employees of the confidential nature of the Confidential Information and shall ensure that only employees are given access to the Confidential

Information. The User shall not give agents, Sub-contractors, third parties nor other non-employees access to the Confidential Information.

- 17.5 The Contractor shall take all necessary precautions to ensure that all Confidential Information obtained from the Department is treated as confidential and not disclosed (without prior approval) or used other than for the purposes of this Contract by any of its employees, servants, agents or Sub-contractors.
- 17.6 Without prejudice to the generality of the foregoing neither the Contractor or any person engaged by it, whether as a servant or Contractor or otherwise, shall use the Confidential Information for the solicitation of business from the Department whether directly or by its servants or Contractors or any third party.
- 17.7 The provisions of clauses 17.1 to 17.6 inclusive shall not apply to any information received by one party from the other:
- 17.7.1 which is or becomes public knowledge (other than by breach of this clause 17.7);
 - 17.7.2 which was in the possession of the receiving party, without restriction as to its disclosure, before the date of receipt from the disclosing party;
 - 17.7.3 which is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure;
 - 17.7.4 which is independently developed without access to the Confidential Information;
 - 17.7.5 which must be disclosed pursuant to a statutory, legal or parliamentary obligation placed upon the party making the disclosure, including any requirements for disclosure under FOIA or the Environmental Information Regulations.
- 17.8 Nothing in this Clause 17 shall be deemed or construed to prevent the Department from disclosing any Confidential Information obtained from the Contractor:
- 17.8.1 to any other Contracting Authority, government department, non-departmental or quasi government body or agency, central or local, provided that the Department has required that such information is treated as confidential by the receiving departments, agencies or bodies and their servants or agents, including requiring servants or agents to enter into a confidentiality undertaking where appropriate; and
 - 17.8.2 to any Contractor, contractor or other person engaged by the Department directly in connection with this contract, providing that any Confidential Information disclosed shall not contain any direct or indirect references to any commercially sensitive information relating to the Contractor unless needed for the performance of their duties, the Department shall have obtained from the Contractor, contractor or other person a signed confidentiality undertaking on substantially the same terms as are contained in this clause 17 and the Department shall notify the Contractor of the identity of such Contractor, contractor or other person as soon as practicable.
- 17.9 Nothing in this Clause 17 shall prevent either party from using any techniques, ideas or know-how gained during the performance of this Contract in the course of its normal business, to the extent that it does not result in a disclosure of Confidential Information or an infringement by either party of any Intellectual Property Rights.
- 17.10 Nothing in this Clause 17 shall prevent the Department from exercising licenses granted

to it under this Contract or enjoying Intellectual Property Rights vesting in or transferring to it under this Contract.

- 17.11 The Contractor undertakes to make no reference in any advertising or other promotional material to this Contract without the prior written consent of the Department.
- 17.12 Any findings and/or contents of reports produced under this Contract shall not be disclosed without the permission of the Department which shall not be unreasonably withheld.
- 17.13 The User shall, and shall procure that its employees and agents shall, return to the disclosing party all the Confidential Information in material form on demand and thereupon cease to use all the Confidential Information
- 17.14 In the event that the Contractor fails to comply with this Clause 17, the Department reserves the right to terminate the Contract by notice in writing with immediate effect.
- 17.15 The provisions of this Clause 17 are without prejudice to the application of the Official Secrets Acts 1911 to 1989 to any Confidential Information.
- 17.16 In order to ensure that no unauthorised person gains access to any Confidential Information or any data obtained in the supply of the Services, the Contractor undertakes to maintain adequate security arrangements that meet the requirements of professional standards and best practice.
- 17.17 The Contractor will immediately notify the Department of any breach of security in relation to Confidential Information and all data obtained in the supply of the Services and will keep a record of such breaches. The Contractor will use its best endeavours to recover such Confidential Information or data however it may be recorded. This obligation is in addition to the Contractor's obligations under clauses 17.1 through to 17.6. The Contractor will co-operate with the Department in any investigation that the Department considers necessary to undertake as a result of any breach of security in relation to Confidential Information or data.
- 17.18 The Contractor shall, at its own expense, alter any security systems at any time during the duration of this Contract at the Department's request if the Department reasonably believes that the Contractor has failed to comply with clause 17.16.
- 17.19 The parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of this Contract is not Confidential Information. The Department shall be responsible for determining in its absolute discretion whether any of the content of the Contract is exempt from disclosure in accordance with the provisions of the FOIA.
- 17.20 Subject to Clause 17.19 the Contractor hereby gives its consent for the Department to publish the Contract in its entirety, including from time to time agreed changes to the Contract, to the general public.
- 17.21 The Department may consult with the Contractor to inform its decision regarding any redactions but the Department shall have the final decision in its absolute discretion.
- 17.22 The Contractor shall assist and cooperate with the Department to enable the Department to publish this Contract.

18. DATA PROTECTION

- 18.1 With respect to the parties' rights and obligations under this Contract, the parties agree that the Department is the Data Controller and that the Contractor is the Data Processor.
- 18.2 The Contractor shall (in connection with the delivery of the services under this Contract):
- 18.2.1 process Personal Data only in accordance with instructions from the Department (which may be specific instructions or instructions of a general nature as set out in this agreement or as otherwise notified by the department to the Contractor during the term);
 - 18.2.2 process Personal Data only to the extent, and in such manner, as is necessary for the provision of the services or as is required by law or any regulatory body;
 - 18.2.3 implement appropriate technical and organisational measures to protect Personal Data against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure. These measures shall be appropriate to the harm which might result from any unauthorised or unlawful processing, accidental loss, destruction or damage to Personal Data and having regard to the nature of the Personal Data which is to be protected;
 - 18.2.4 take reasonable steps to ensure the reliability of any Contractor personnel who have access to Personal Data;
 - 18.2.5 obtain prior written consent from the Department in order to transfer Personal Data to any Sub-contractors or affiliates for the provision of the services;
 - 18.2.6 ensure that all Contractor personnel required to access Personal Data are informed of the confidential nature of the Personal Data and comply with the obligations set out in this clause 18;
 - 18.2.7 ensure that none of Contractor personnel publish, disclose or divulge any Personal Data to any third party unless directed in writing to do so by the Department;
 - 18.2.8 notify the Department (within five working days) if it receives:
 - 18.2.8.1 a request from a Data Subject to have access to that person's Personal Data; or
 - 18.2.8.2 a complaint or request relating to the Department's obligations under the Data Protection Legislation;
 - 18.2.9 provide the department with full cooperation and assistance in relation to any complaint or request made, including by:
 - 18.2.9.1 providing the Department with full details of the complaint or request;
 - 18.2.9.2 complying with a data access request within the relevant timescales set out in the Data Protection legislation and in accordance with the Department's instructions;
 - 18.2.9.3 providing the Department with any Personal Data it holds in relation to a Data Subject (within the timescales required by the Department); and
 - 18.2.9.4 providing the Department with any information requested by the Department;

- 18.2.10 permit the Department or the Department's representative (subject to reasonable and appropriate confidentiality undertakings), to inspect and audit the Contractor's data processing activities (and/or those of its agents, subsidiaries and Sub-contractors) and comply with all reasonable requests or directions by the Department to enable the Department to verify and/or procure that the Contractor is in full compliance with its obligations under this agreement;
- 18.2.11 provide a written description of the technical and organisational methods employed by the Contractor for processing Personal Data (within the timescales required by the Department); and
- 18.2.12 not process Personal Data outside the European Economic Area without the prior written consent of the Department and, where the Department consents to a transfer, to comply with:

- 18.2.12.1 the obligations of a Data Controller under the Eighth Data Protection Principle set out in Schedule 1 of the Data Protection Act 1998 by providing an adequate level of protection to any Personal Data that is transferred; and

- 18.2.12.2 any reasonable instructions notified to it by the Department.

- 18.3 The Contractor shall comply at all times with the Data Protection legislation and shall not perform its obligations under this Contract in such a way as to cause the Department to breach any of its applicable obligations under the Data Protection legislation.

19. FREEDOM OF INFORMATION

- 19.1 The Contractor acknowledges that the Department is subject to the requirements of the FOIA and the Environmental Information Regulations and shall assist and cooperate with the Department to enable the Department to comply with its Information disclosure obligations.

- 19.2 The Contractor shall and shall procure that its Sub-contractors shall:

- 19.2.1 transfer to the Department all requests for Information that it receives as soon as practicable and in any event within two working days of receiving a Request for Information;

- 19.2.2 provide the Department with a copy of all Information in its possession or power in the form that the Department requires within five working days (or such other period as the Department may specify) of the Department's request; and

- 19.2.3 provide all necessary assistance as reasonably requested by the Department to enable the Department to respond to the request for Information within the time for compliance set out in section 10 of FOIA or regulation 5 of the Environmental Information Regulations.

- 19.3 The Department shall be responsible for determining in its absolute discretion and notwithstanding any other provision in this Contract or any other agreement whether any Information is exempt from disclosure in accordance with the provisions of FOIA or the Environmental Information Regulations.

- 19.4 In no event shall the Contractor respond directly to a Request for Information unless expressly authorised to do so by the Department.

19.5 Contractor acknowledges that (notwithstanding the provisions of Clause 19) the Department may, acting in accordance with the Ministry of Justice's Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the Freedom of Information Act 2000 ("the Code"), be obliged under FOIA or the Environmental Information Regulations to disclose Information concerning the Contractor or the Project:

19.5.1 in certain circumstances without consulting the Contractor; or

19.5.2 following consultation with the Contractor and having taken their views into account;

provided always that where clause 19.5.1 applies the Department shall, in accordance with any recommendations of the Code, take reasonable steps, where appropriate, to give the Contractor advanced notice, or failing that, to draw the disclosure to the Contractor's attention after any such disclosure.

19.6 The Contractor shall ensure that all Information is retained for disclosure and shall permit the Department to inspect such records as requested from time to time.

20. ASSIGNMENT AND SUB-CONTRACTING

20.1 Neither the benefit nor the burden of this Contract may be assigned or sub-contracted in whole or in part by the Contractor without the prior written consent of the Department. Such consent may be given subject to any conditions which the Department considers necessary. The Department may withdraw its consent to any Sub-contractor where it no longer has reasonable grounds to approve of the Sub-contractor or the sub-contracting arrangement and where these grounds have been presented in writing to the Contractor.

20.2 Where the Contractor enters into a contract with a Sub-contractor for the purpose of performing its obligations under the Contract it shall ensure prompt payment in accordance with this clause 21.2. Unless otherwise agreed by the Department in writing, the Contractor shall ensure that any contract requiring payment to a Sub-contractor shall provide for undisputed sums due to the Sub-contractor to be paid within a specified period from the receipt of a valid invoice not exceeding:

20.2.1 10 days, where the Sub-contractor is an SME; or

20.2.2 30 days either the Sub-contractor is not an SME, or both the Contractor and the Sub-contractor are SME's.

20.3 The Contractor shall comply with such terms and shall provide, at the Department's request, sufficient evidence to demonstrate compliance.

20.4 The Department shall be entitled to withhold payment due under clause 20.2 for so long as the Contractor, in the Department's reasonable opinion, has failed to comply with its obligations to pay any Sub-contractors promptly in accordance with clause 20.2. For the avoidance of doubt the Department shall not be liable to pay any interest or penalty in withholding such payment.

20.5 The Contractor shall take all reasonable steps to satisfy itself that its Sub-contractors (or their employees) are suitable in all respects to perform the services required by the Contractor.

20.6 The Contractor shall immediately notify the Department if it has any concerns regarding the propriety of any of the Sub-contractors in respect of services rendered in connection

with this Contract.

- 20.7 The Contractor or, where applicable, its lawful assignees shall at all times remain responsible for the proper performance of its obligations and for all the acts and omissions of its Sub-contractors in connection with this Contract.

21. CORRUPT GIFTS AND PAYMENT OF COMMISSION

The Contractor shall not, and shall ensure that its officers, employees, agents and Sub-contractors shall not, pay any commission or fees or grant any rebates to any employee, officer or agent of the Department nor favour any employee, officer or agent of the Department with gifts or entertainment of significant cost or value nor enter into any business arrangement with employees, officers or agents of the Department other than as a representative of the Department, without the Department's written approval. The Department shall have the right to audit any and all such records necessary to confirm compliance with this Clause 21 at any time during performance of this Contract and during the three year period following completion of performance. Breach of this Clause 21 shall entitle the Department to terminate this Contract and any other contracts between the Contractor and the Department forthwith.

22. WAIVER

No delay by or omission by either party in exercising any right, power, privilege or remedy under this Contract shall operate to impair such right, power, privilege or remedy or be construed as a waiver thereof. Any single or partial exercise of any such right, power, privilege or remedy shall not preclude any other or further exercise thereof or the exercise of any other right, power, privilege or remedy.

23. SEVERABILITY

If any provision or part of a provision of this Contract shall be or shall become unenforceable, void or invalid (as the case may be) such provision or part thereof shall not affect and shall be deemed to be severed from the remainder of this Contract to the intent that the remainder of the affected provision and this Contract shall be or shall continue to be fully enforceable and valid.

24. DISCRIMINATION

- 24.1 The Contractor shall not unlawfully discriminate within the meaning and scope of any law, enactment, order, or regulation relating to discrimination (whether in race, gender, religion, disability, sexual orientation or otherwise).

- 24.2 The Contractor shall take all reasonable steps to secure the observance of Clause 24.1 by all servants, employees or agents of the Contractor and all suppliers and Sub-contractors employed in the execution of the Contract.

25. THE CONTRACT (RIGHTS OF THIRD PARTIES) ACT 1999

A person who is not a party to this Contract shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Contract. This clause does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

26. DISPUTE RESOLUTION

- 26.1 The parties shall use all reasonable endeavours to negotiate in good faith and settle

amicably any dispute that arises during the continuance of this Contract.

26.2 Any dispute not capable of resolution by the parties in accordance with the terms of Clause 26.1 shall be settled as far as possible by mediation in accordance with the Centre for Effective Dispute Resolution (CEDR) model Mediation Procedure.

26.3 No party may commence any court proceedings in relation to any dispute arising out of this Contract until they have attempted to settle it by mediation in accordance with the provisions of Clause 26.2.

27. **NOTICES**

Any notices to be given under this Contract shall be delivered personally or sent by post or by facsimile transmission to the Contract Manager (in the case of the Department) or to the Contractor's Contract Manager (in the case of the Contractor). Any such notice shall be deemed to be served, if delivered personally, at the time of delivery, if sent by post, 48 hours after posting or, if sent by facsimile transmission, 12 hours after proper transmission.

28. **LAW AND JURISDICTION**

This Contract shall be governed by and interpreted in accordance with English law and the parties submit to the jurisdiction of the English courts.

As witness the hands of the parties

Authorised to sign for and on
behalf of the Secretary of
State for Education

Signature



Name: JACQUIE SPATCHER

Position in Organisation:
Head of School Food and Participation Division

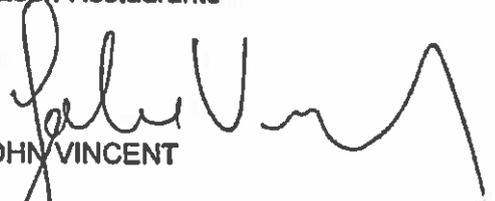
Address in full:

2nd Floor
Sanctuary Buildings
Great Smith Street
London
SW1P 3BT

Date 27.6.14

Authorised to sign for and on
behalf of Leon Restaurants

Signature



Name: JOHN VINCENT

Position in Organisation:
Co-Head Leon Restaurants

Address in full:

4th Floor
St Margaret's House
18-20 Southwark Street
London
SE1 1TJ

Date 26.6.14

SCHEDULE 1

SERVICES TO BE DELIVERED

1 Background

- 1.1 On 12 July 2013, the Department published the School Food Plan (SFP); the outcome of the review of school food commissioned by the Secretary of State for Education in July 2012. The plan was authored by Henry Dimbleby and John Vincent of Leon Restaurants Ltd.
- 1.2 The SFP contains 16 specific actions aimed at further increasing the quality and take up of school meals; developing a whole-school food culture in every school; and exciting children about good food and cooking so that they can lead healthy lives. Some of these actions are attributed to Messrs Dimbleby and Vincent. This contract relates to the delivery of these actions.

2 Key Personnel

- 2.1 The following named individuals - Mr Dimbleby and Mr Vincent - shall be considered key personnel for the purpose of delivering the Services detailed in Schedule 1. Messrs Dimbleby and Vincent have a particular specialism in this area following their work drawing up the independent School Food Plan. They will be supported in this work by Myles Bremner and Leah Schabas of Leon Restaurants Ltd.
- 2.2 The Contractor shall seek the Department's approval for any changes to the key personnel named in clause 2.1 above. It shall be at the Department's sole discretion as to whether to accept any such changes. For the avoidance of doubt it is unlikely that any changes would be agreed whilst any of the above named remain in the employ of the Contractor.

3 Aim

- 3.1 The Contractor shall use all reasonable endeavours to achieve the following aims:
- 3.1.1 Aim one: To make demonstrable differences through their work towards our progress achieving the seven aims set out in the School Food Plan vision (The School Food Plan p25).
- 3.1.2 Aim two: Implement the elements of the School Food Plan attributed to them
- 3.1.3 Aim three: Support schools through relevant organisations to be ready to provide free school meals for all infant pupils from September 2014.

4 Objectives

- 4.1 The Contractor shall use all reasonable endeavours to achieve the following objectives:
- 4.1.1 Objective one: Host and maintain the school food website and new 'what works well' website to ensure schools and others involved in school food can learn from each other (includes SFP action 11).
- 4.1.2 Objective two: Support LACA in forming a public-private alliance that will take action to improve skills of the school catering workforce and bring school cooks closer to the rest of the catering sector using high-profile industry events (SFP actions 13 and 14).

- 4.1.3 Objective three: Lead a taskforce supporting small schools and other schools who do not have a full kitchen (SFP action 15).
- 4.1.4 Objective four: Lead work to revise and test the school food standards and provide information and support to schools once new standards are in place (SFP action 2).
- 4.1.5 Objective five: Develop and publish the universal infants free school meals toolkit
- 4.1.6 Objective six: Undertake communications activity to promote the School Food Plan and support universal infant free school meals implementation, including activities to improve the image of school food.
- 4.1.7 Objective seven: Provide expertise, advice and guidance to the Department in relation to the School Food Plan, universal infant free school meals and school food policy more widely where appropriate.

5 Methodology

The Contractor shall perform the tasks detailed in the following Schedule of Work.

5.1 SCHEDULE OF WORK

Action/ responsibility	Output	Date Required
1) Host and maintain the school food website so that schools and others have access to the Plan and other information that will help them achieve the aims of the Plan.	<p>The School Food Plan website:</p> <ul style="list-style-type: none"> - hosts key information and 'news' relating to developments in school food policy, in particular in relation to progress of the School Food Plan and universal infant free school meals policy; - provides information and links to a wide range of organisations supporting schools, local authorities, caterers etc. to enable them to achieve the aims and outcomes of the School Food Plan; and - is easy to use, clear, and accessible through simple searches and through other major websites. <p>Major changes to the site and items about government policy (for example UIFSM and school food standards) will be subject to approval by the Department.</p>	on going

<p>2) Develop the 'What Works Well' website to ensure schools can learn from each other.</p> <p>Work with TES and others to develop curriculum support for the cooking and nutrition programme of study.</p>	<p>'What Works Well' website delivery plan submitted to DfE.</p> <p>The 'what works well' website goes live and:</p> <ul style="list-style-type: none"> - contains an easy-to-access archive of real examples on topics such as recipes, rotas, training, dining, cutting costs, curriculum etc.; - contains written and multi-media materials - directs users to existing materials from other organisations; and - is set up in such a way that it will be self-sustaining after natural expiry of the full term of the contract . <p>Website to be approved by the Department prior to launch.</p>	<p>Delivery plan submitted to DfE - December 2013</p> <p>Website goes live - 1 April 2014</p>
<p>3) Support LACA in improving the skills of the school catering workforce through a public-private alliance and bring school cooks closer to the rest of the catering sector using high-profile industry events</p>	<p>The SFP workforce alliance deliver on their commitments to:</p> <ul style="list-style-type: none"> - Set standards for professionals working in school meals; - Identify and promote available training and support that help schools and school meal providers to develop staff to reach the standard; - Incentivise schools and school meal providers to develop staff; - Identify and disseminate best practice and success and celebrate success at national awards; and - Investigate the value of formal accredited qualifications. <p>Members of the school food workforce are invited to attend trade events, such as <i>Lunch and Hotelympia</i>.</p> <p>Work in this area should become self-sustaining once the above actions are completed.</p>	<p>Standards published - September 2014</p> <p>Training materials published and disseminated - September 2014</p> <p>New school caterer categories in national awards - July 2015</p> <p>Report on value of formal qualifications - April 2015</p> <p>School caterers included in trade events - July 2015</p>
<p>4) Lead a taskforce to support small schools and other schools who don't have a full kitchen.</p>	<p>The School Food Plan small schools taskforce deliver on their commitments to:</p> <ul style="list-style-type: none"> - Work with a pilot area of 30 schools to identify effective ways of providing food at high take-up rates in small schools; - Work up financing options for schools; - Evaluate other current catering provision offers available for small schools; and - Produce a final evaluation report identifying learning for dissemination in the school food sector. 	<p>Evaluation report - August 2014</p> <p>Lessons for other schools published - September 2014</p>

<p>5) Lead work to revise and test the school food standards and provide information and support to schools once new standards are in place.</p> <p><i>This includes £32,000 (excl VAT) to pre-agreed organisations to undertake the standards testing between October and December 2013 and subsequent guidance production</i></p>	<p>Undertake testing of school food standards using a methodologically sound process.</p> <p>Revise proposed standards in light of testing and submit these to DfE, alongside testing report. The revised standards to reflect any steers given by the Department.</p> <p>Produce supporting guidance materials. To be cleared with DfE.</p> <p>Provide continuing advice and guidance to the Department until revised standards regulations are in place.</p> <p>Schools, caterers and the wider school food sector are made aware of the new standards process. Communications with the sector about the standards work is cleared with the DfE in advance</p> <p>Evidence of the £32,000 (excl vat) expenditure for testing and guidance production will be required.</p>	<p>Revised standards to DfE - Jan 2014</p> <p>Standards testing report to DfE - Jan 2014</p> <p>First draft of guidance to DfE – May 2014</p> <p>Final draft of guidance to DfE – June 2014</p> <p>Evidence of £32k expenditure – 31st March 2014</p>
<p>6) Develop and publish the universal infants free school meals toolkit</p>	<p>Work with stakeholders to develop a toolkit to support school readiness to provide free school meals to all infant pupils.</p> <p>The toolkit will use information from School Food Plan, universal free school meals pilots and knowledge from the sector to:</p> <ul style="list-style-type: none"> - disseminate lessons learnt from the universal free school meals pilots and what works well; - provide easy access to advice and guidance; and - signpost to organisations and resources offering further support. 	<p>Toolkit sent to DfE – 15th Jan 2014</p> <p>Toolkit updated on an on-going basis as new lessons learnt</p> <p>Evidence of toolkit refreshed June 2014 and April 2015</p>

<p>7) Undertake communications activity to promote the School Food Plan and support universal infant free school meals implementation, including activities to improve the image of school food.</p>	<p>Evidence of work to champion the aims and actions of the School Food Plan and universal infant free school meals policy in schools, the media and across the school food and wider hospitality and catering sector. This includes encouraging parents to purchase/ send their children for school meals.</p> <p>As a result more schools and school food sector organisations will know, understand and be enacting the School Food Plan aims, principles and actions and be ready to provide free meals to all infant pupils</p> <p>This work will include but is not limited to:</p> <ul style="list-style-type: none"> - speaking at relevant local, regional and national events, organised by others; - press and media coverage - engaging with significant stakeholders and opinion formers who can help schools and the sector achieve the SFP aims; and - feeding back key messages to the Department on a regular basis to help inform policy development. <p>Strategy to improve image of school food drawn up and shared with the Department. Strategy needs to include method for showing demonstrable effect of work undertaken and link to roll out of universal infant free school meals.</p> <p>The Department are to be informed prior to press and media coverage and reported in writing afterwards within 24 hours</p>	<p>On-going throughout contract</p> <p>Monthly summary of activity claimed for as part of this contract including timesheets and details of:</p> <ul style="list-style-type: none"> - event/s attended and approximate number of people addressed; - press and media coverage, including copies of articles, details of web chats, media appearances etc; - meetings with stakeholders and - a brief assessment of effectiveness of communications strategy <p>Image of school food strategy to DfE- 30 July 2014</p>
<p>8) Provide expertise, advice and guidance to the Department in relation to the School Food Plan, universal infant free school meals and school food policy more widely where appropriate</p>	<p>Act as source of expertise, advice and guidance to the Department.</p> <p>Specific areas of advice and guidance to the DfE will include, but not be limited to:</p> <ul style="list-style-type: none"> - informing the procurement specifications and bid evaluation process - universal infant free school meals communications and implementation <p>Time paid for will usually be in response to requests from the Department for support on specific matters (which may be as a result of issues raised by The Contractors in the first instance).</p>	<p>On-going throughout Contract</p> <p>Monthly timesheets submitted for time spent working with and/ or providing advice to DfE</p>

End of Schedule 1

SCHEDULE 2

CHARGES

1. CHARGES

- 1.1 The Department shall pay the Contractor the total value of this contract at £204,000 inclusive of all expenses and VAT. All figures below are inclusive of VAT unless otherwise stated. This consists of:
- 1.1.1 Testing of revised school food standards. £32,000 (excluding VAT) to pre-agreed organisations to undertake the standards testing between October and December 2013 and subsequent production of guidance)
 - 1.1.2 Universal infants free school meals toolkit. £12,000
 - 1.1.3 Plus staff costs, to a maximum amount of £140,000, as follows:
 - (a) Henry Dimpleby - no payment being claimed. Consultancy expertise being provided on a pro bono basis
 - (b) John Vincent - no payment being claimed. Consultancy expertise being provided on a pro bono basis
 - (c) Myles Bremner - 303.5 days at a daily rate of £400
 - (d) Leah Schabas / Administration support - 120 days at a daily rate of £155
 - 1.1.4 Reasonable travelling and hotel expenses as per paragraph 1.4 below, to a maximum of £20,000 inclusive of VAT.
- 1.2 For the sake of clarity it is understood that overhead costs such as telephone calls, stationery, postage, secretarial assistance for Consultancy Services under this Contract are included in the fee rates detailed in the Clauses above.
- 1.3 The Department shall reimburse the Contractor such reasonable travelling and hotel expenses wholly and reasonably incurred by the Contractor in connection with the provision of the Consultancy Services in accordance with the expenses policy of the Department from time to time. Payment of expenses shall be made only upon the provision of suitable VAT invoices relating to the provision of such expenses. Expense claims must be made on form CSF_EXP21 submitted on a monthly basis at the end of each month and submitted hard copy to Jackie O'Neil, School Food Team, Ground Floor – Area F, Department for Education, Mowden Hall, Staindrop Road, Darlington, DL3 9BG.
- 1.4 Such reasonable travelling and hotel expenses (clause 1.3 refers) shall be limited as follows and no other out of pocket expenses shall be allowable. For the avoidance of doubt where stated rates apply these shall be based on the Department's rates at the time of awarding the Contract and shall be fixed for the duration of the Contract.
- 1.4.1 hotel accommodation bed and breakfast, the Department to reimburse the Contractor actual expenditure which shall not exceed the Department's rates of London £110.00 including VAT, elsewhere £75.00 including VAT;
 - 1.4.2 rail travel, the Department to reimburse the Contractor actual expenditure which shall be restricted to standard class;

1.4.3 car mileage, the Department to reimburse the Contractor at the Department's "Public Transport Rate" (PTR) of 25 pence per mile;

1.4.4 taxis, the Department to reimburse the Contractor actual costs only where their use can be justified against using public transport. The Department will only refund the costs of taxis under special circumstances including:

- Where there is no public transport available, for example, early in the morning or late at night when public transport does not run regularly;
- When the person undertaking the journey has a temporary or permanent disability;
- When the person undertaking the journey has heavy luggage to carry
- When there is an exceptional circumstance that is agreed by the Department.

The claim form should state which of these apply to the claim.

1.5 The Contractor shall maintain full and accurate accounts for the Consultancy Services. Such accounts shall be retained for at least 6 years after the end of the financial year in which the last payment was made under this Contract. Input and output VAT shall be included as separate items in such accounts.

1.6 The Contractor shall permit duly authorised staff or agents of the Department or the National Audit Office to examine the accounts identified in Clause 1.5 above at any reasonable time and shall furnish oral or written explanations of the account if required. The Department reserves the right to have such staff or agents carry out examinations into the economy, efficiency and effectiveness with which the Contractor has used the Department's resources in the performance of this Contract.

2. INVOICES

2.1 The Contractor shall prepare invoices on the last working day of each calendar month in arrears. The invoice should specify:

2.1.1 the number of days worked in that month;

2.1.2 the cumulative total of days worked since the contract commenced;

2.1.3 brief details of the outputs and outcomes delivered in that month;

2.1.4 breakdown of costs of any travel tickets and hotel accommodation expenditure incurred during that month, reasons for travel and/or visits undertaken with dates, all expenditure to be supported by receipts; and submitted as per Clause 1.4.

2.1.5 the balance of the maximum of 100 days still outstanding after payment of the invoice.

2.2 The Contractor, its nominated representative or accountant shall certify on the invoice that the amounts claimed were expended wholly and necessarily by the Contractor on the Consultancy Services in accordance with the Contract and that the invoice does not include any costs being claimed from any other body or individual or from the Department within the terms of another contract.

2.3 Invoices shall be sent, within 5 days of the end of the relevant calendar month to Purchase to Pay, Shared Services, 3rd floor Companies House, Crown Way, Cardiff, CF14 3UW, quoting the Purchase order number. The Contractor will send copies of invoices along with a monthly report of activities completed that month (including groups spoken to and press reports etc.); timesheets for the work carried out by the persons named at paragraph 2.1 of Schedule 1; and the outcomes of this work, either by hard

copy to [REDACTED] School Food Team, Ground Floor – Area F, Department for Education, Mowden Hall, Staindrop Road, Darlington, DL3 9BG or electronically to [REDACTED]

The Department undertakes to pay correctly submitted invoices within 10 days of receipt. The Department is obliged to pay invoices within 30 days of receipt from the day of physical or electronic arrival at the nominated address of the Department. Any correctly submitted invoices that are not paid within 30 days may be subject to the provisions of the Late Payment of Commercial Debt (Interest) Act 1998. A correct invoice is one that complies with paragraph 2.1 of this Schedule; is delivered on time in accordance with the Contract; is for the correct sum; is in respect of goods/services supplied or delivered to the required quality (or are expected to be at the required quality); includes the date, supplier name, contact details and bank details; quotes the relevant purchase order/contract reference and has been delivered to the nominated address. If any problems arise, the Contractor should contact the Department's Contract Manager. The Department aims to reply to complaints within 10 working days. The Department shall not be responsible for any delay in payment caused by incomplete or illegible invoices.

- 2.4 If this Contract is terminated by the Department for any reason at any time before completion of the Consultancy Services, the Department shall only be liable to reimburse eligible payments made by, or due to, the Contractor before the date of termination.
- 2.5 On completion of the Consultancy Services, the Contractor shall promptly draw up a final invoice, which shall cover all outstanding expenditure incurred for the Consultancy Services. The final invoice shall be submitted not later than 30 days after the date of completion of the Consultancy Services. The Department shall not be obliged to pay the final invoice until the Contractor has carried out all the elements of the Consultancy Services as specified in Schedule 1.
- 2.6 It shall be the responsibility of the Contractor to ensure that the final invoice covers all outstanding expenditure for which reimbursement may be claimed. Provided that all previous invoices have been duly paid, on due payment of the final invoice by the Department all amounts due to be reimbursed under this Contract shall be deemed to have been paid and the Department shall have no further liability to make reimbursement of any kind.

End of Schedule 2

