

Trading Standards South West CIC (TSSW)

Victoria Commercial Centre Station Approach

Victoria, Cornwall PL26 8LG

Attn:

By email to:

Dear

Date: 16th June 2022 Your ref: FS431006

**Supply of Local Authority Capacity and Capability Discovery Work**

Following your tender/ proposal for the supply of Local Authority Capacity and Capability Discovery Work:

* LOT 1 - Work Package 1: The current system and its barriers and enables & Work Package 2: Student Numbers
* LOT 2 - Work package 3: Competency assessment

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,

Commercial Category Manager

# Order Form

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| --- | --- | --- |
| **1. Contract**  **Reference** | **FS431006** | |
| **2. Date** | [**Insert** date on which the last party signs] | |
| **3. Buyer** | Food Standards Agency Clive House  70 Petty France London  SW1H 9EX | |
| **4. Supplier** | Trading Standards South West CIC (TSSW)  Victoria Commercial Centre Station Approach  Victoria, Cornwall PL26 8LG | |
| **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 |

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|  | **Services** | To be performed at ***the Supplier’s 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  **20th June 2022**  and the Expiry Date shall be  **31st October 2022** , 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:  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. | |

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| **11. Buyer Authorised Representative(s**  **)** | For general liaison your contact will continue to be |
| **12. Address for notices** | **Buyer:**  FSA Commercial  Food Standards Agency Foss House  Peasholme Green York  YO1 7PR  **Supplier:**  Trading Standards South West CIC (TSSW)  Victoria Commercial Centre Station Approach  Victoria, Cornwall PL26 8LG |
| **13. Key Personnel** | **Lot 1 & Lot 2:**   * project lead for liaison with food and feed groups (TSSW) and admin support   + project lead for liaison with training providers (Bristol City Council), plus TSO support   + project lead for liaison with professional bodies (Cornwall Council), plus TSO support |

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| **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. |

Food Standards Agency

#### food.gov.uk

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| Signed for and on behalf of the **Supplier TSSW CIC Ltd** | | | Signed for and on behalf of the **Buyer** | | |
| Name:    Finance Director | | | Name:  Commercial Category Manager | | |
| Date: 22/06/2022 | |  | Date: 23/06/2022 | |  |
| Signature: |  |  | Signature |  |  |

**Food Standards Agency**

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**Annex 1 - Authorised Processing Template**

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| --- | --- |
| **Contract:** | **FS431006** |
| **Date:** |  |
| **Description Of Authorised Processing** | **Details** |
| Subject matter of the processing  e | The processing is needed in order to ensure that the Processor can effectively deliver the contract to provide a rvice tomembers of the public. |
| Duration of the processing | Duration of the contract |
| Nature and purposes of the processing | *rp1ease be* as *specific* as *possible, but make sure that you over all intended purposes.*  *The nature of the processing means any operation such* as *collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, ldisclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) etc.*  *The purpose might include: employment processing, 'r5tatutory obligation, recruitment assessment etc]* |
| Type of Personal Data | *rExamples here include: name, address, date of birth, NI inumber, telephone number, pay, images, biometric data etc]* |
| Categories of Data Subject | *rExamples include: Staff (including volunteers, agents, and temporary workers), customers/ clients, suppliers, patients, students I pupils, members of the public, users of* a *particular*  *website etc]* |

# Annex 2 – Specification

**THE SPECIFICATION, INCLUDING PROJECT TIMETABLE AND EVALUATION OF TENDERS**

1. **GENERAL INTRODUCTION**
2. The Food Standards Agency (FSA) is an independent Government department working across England, Wales and Northern Ireland to protect public health and consumers wider interest in relation to food.
3. The FSA aims to protect public health from risks which may arise in connection with the consumption of food both in terms of how it is produced and supplied, while making sure that “food is safe and what it says it is”.
4. Key to this are the checks and processes in place to monitor compliance of food and feed businesses with the requirements of food and feed law – official food and feed controls and related activities. A proportion of these official controls and activities are delivered by local authorities across the UK. These relate to food hygiene, food standards and animal feed. Feed controls in Northern Ireland are not undertaken by local authorities but rather by the Department of Agriculture, Environment and Rural Affairs in Northern Ireland.
5. Qualification and competency requirements for local authority officers are set out in the relevant statutory Food Law and Feed Law Codes of Practice. There is evidence that local authorities are increasingly experiencing significant issues around recruitment and retention of suitably qualified and competent staff to undertake the official controls and activities.
6. Discovery work is required to better understand the stages of the system that produces suitably qualified and competent LA food officers in England, Wales, and Northern Ireland and feed officers in England and Wales. Work is also required to understand the exact scale of the resource problem and to what extent individuals from other relevant disciplines could potentially deliver the food and feed official controls and related activities.
7. The findings and recommendations from the discovery work will help to inform FSA work to review each stage of the system and to identify and propose short-term and long-term options to deliver effective change.
8. **THE SPECIFICATION**

##### Background

1. The current models in England, Wales and Northern Ireland for providing assurance that food and feed businesses are meeting their legal obligations are underpinned by local authority environmental health or trading standards teams undertaking official food and feed controls and related activities. Local authorities must have ‘a sufficient number of suitably qualified and experienced staff,’ as required by the Official Controls Regulation 2017/625.
2. Qualification and competency requirements for local authority officers are set out in statutory Food Law and Feed Law Codes of Practice. Separate but parallel Food Codes apply in each country, and separate Feed Codes apply in England and Wales.

##### Evidence of the problem

1. There is evidence that local authorities are increasingly experiencing significant issues around recruitment and retention of suitably qualified and competent staff to undertake the official controls and activities.
   * Intelligence obtained in November 2020 from national groups representing local authorities undertaking food hygiene and food standards official controls, suggested that over 50% of local authorities had challenges recruiting suitably qualified staff. These included competition with other local authorities when appointing contractors, and an insufficient pool of qualified staff available to recruit on a permanent basis.
   * The results of FSA surveys with local authorities, as well as anecdotal evidence from engagement with local authorities, show that this continues to be a significant issue across all three countries.
   * A Chartered Institute of Environmental Health workforce survey published in 2021 found that 56% of local authorities in England had vacancies in their environmental health teams that were left unfilled for six months. It was estimated that there were approximately 375 Full Time Equivalent (FTE) posts left unfilled in 2019/20 for six months or more across England – around 1.2 FTEs per local authority. The top reasons for the vacancies point to a lack of available Environmental Health Practitioners who are fully qualified and experienced. It was also found that 52% of local authorities were not supporting any trainees, mainly because of funding issues.
   * The Chartered Trading Standards Institute workforce survey report 2018-19 found that just over half of the local authorities in the UK did not believe they had sufficient expertise to cover the full range of trading standards responsibilities, and that the ageing trading standards workforce was a threat to future professional capacity.

##### Other FSA considerations

1. We need to ensure local authority resilience and a future pipeline of suitably qualified and competent staff to deliver the controls and activities needed to ensure food is safe and what it says it is.
2. To improve the flow into and retention of people in the system, the FSA needs to better understand all the stages of the system that produce suitably qualified and experienced food and feed officers, as described in paragraph 16. **Work package 1: The current system and its barriers and enablers**, aims to address this and will help us identify any barriers, and potential solutions to remove them.
3. We also need to understand the exact scale of the problem. The FSA is already gathering some information directly from local authorities to do this. This includes how many food vacancies there are and how many staff local authorities need to deliver a full service. However, we lack information on how many students are in the system. **Work package 2: Student numbers** aims to provide this data.
4. It is also increasingly evident that we must explore any potential barriers that the current qualification requirements for officers (in the relevant Food or Feed Law Code of Practice) create. The Food Law Codes of Practice require individuals undertaking the majority of official food controls and related activities to hold a ‘suitable qualification’. Similarly, the Feed Law Codes of Practice require individuals undertaking the majority of official feed controls to hold an ‘appropriate qualification’. We know there are individuals from other relevant disciplines that could potentially deliver official controls or related activities, such as qualified food industry professionals. **Work package 3: Competency assessment** aims to assess the knowledge and skills that could be demonstrated by successfully completing common qualifications from other relevant disciplines.

##### Action taken to date

1. In 2021, in recognition of the challenges being faced, the FSA extended the list of ‘suitable’ qualifications in the relevant Food Law Code of Practice to enable local authorities and Port Health Authorities to recruit from a wider pool of environmental health and trading standards professionals to undertake food control activities, providing they can demonstrate they are competent.
2. We also replaced the existing competency requirements with the FSA ‘Knowledge and skills for the effective delivery of official food and feed controls and other activities’ (Competency Framework) that defines competency by activity rather than by role.

##### The Specification

1. This requirement is split into two lots:
   * Lot 1 – Work package 1: The current system and its barriers and enablers, and Work package 2: Student numbers
   * Lot 2 – Work package 3: Competency assessment

Suppliers can bid for one or both lots. Both lots will be evaluated independently and are to be costed separately.

1. The requirement is to undertake the following discovery work:

**Work package 1: The current system and its barriers and enablers -** mapping the current system of producing suitably qualified and experienced officers across all three nations and identify the barriers hindering the flow of potential officers into local authorities and recommend solutions

1. The mapping of the current system for producing suitably qualified and experienced officers should include identifying similarities and differences between the three nations. Any potential

barriers should be considered for each stage of the system and potential solutions should be identified.

1. The mapping of the system should start with how the environmental health and trading standards professions are promoted as careers – both to young people and to mature adults - through to why existing suitably qualified and experienced officers are choosing to leave local authorities or move to a non-food or feed role within the local authority. It should also examine all the relevant stages in between. Examples of relevant stages to be explored are detailed in paragraph 21.
2. Information on the relevant national careers services can be found at:
   * the National Careers Service (England)
   * Careers Wales
   * Careers Service Northern Ireland
3. It is anticipated that the review of how the careers are promoted will mainly be a desk based activity, which may include information from the national careers services or other appropriate sources of information, such as activity undertaken by relevant professional bodies.
4. The views of the following are considered relevant:
   * professional bodies: the Chartered Institute of Environmental Health (in England, Wales and Northern Ireland), the Chartered Trading Standards Institute (England only) and the Association of Chief Trading Standards Officers (in England and Wales)
   * local authorities, educational providers e.g. universities and their students
   * a small number of environmental health officers and trading standards officers who have left local authorities to work at the FSA, as they will provide insight into the reasons officers are leaving the local authority workforce.
5. It is recognised that the ability to effect any change will require the FSA to work in collaboration with other stakeholders, such as professional bodies and qualification providers, as they have a part to play and may have already undertaken work which can be built upon.
6. Areas to be explored in the work package include:
   * how environmental health and trading standards professions are promoted, including by careers services to young people and to mature adults
   * the relevant educational routes that can produce suitably qualified individuals, why individuals choose these and where they can study for a ‘suitable’ or ‘appropriate’ qualification
   * any barriers educational providers are facing in relation to providing these ‘suitable’ or ‘appropriate’ qualifications and any enabling factors
   * whether the number of academic and practical placement places for ‘suitable’ or ‘appropriate’ qualifications are aligned - if there is an imbalance, we need to explore how to fix this to maximise the conversion rate of students to suitably or appropriately qualified officers
   * what attracts students with a ‘suitable’ or ‘appropriate’ qualification to choose to work for a local authority and undertake food and/or feed work
   * why some students with a ‘suitable’ or ‘appropriate’ qualification choose to work for a local authority but not focus on food and/or feed work, or choose an alternative career route, such as working for the private sector
   * what challenges do local authorities face in recruiting and retaining individuals
   * what are the issues which are driving suitably qualified and experienced individuals to leave local authorities, for example retirement or seeking employment elsewhere.

**Work package 2: Student numbers** – determine the rate of flow of students into the system across all three nations

1. Data is required on the flow of people into and out of the system to understand the exact scale of the problem. While the FSA already collect some relevant data, we lack information on the rate of flow of students into the system. To assist with this work, the FSA anticipate being able to provide some information on relevant educational providers.
2. Areas to be explored are:
   * the annual number of available places for students to study for a ‘suitable’ or ‘appropriate’ qualification for undertaking food and feed controls and the time it would take to do this
   * how many students are currently in the system and when they are expected to successfully complete their academic studies - where a period of practical experience/logbook is also required to fully complete the qualification, this should be noted and a time estimated to do this.

**Work package 3: Competency assessment** - map common qualifications from other relevant disciplines against the Competency Framework

1. There are individuals from other relevant disciplines that could potentially deliver the food and feed official controls or other activities, such as qualified food industry or feed industry professionals.
2. Areas to be explored are:
   * identification of common food or feed qualifications from other relevant disciplines that could align with the requirements of the Competency Framework - relevant industry bodies include the Institute of Food Science and Technology and Society of Feed Technologists for feed industry professionals
   * to map common qualifications from other relevant disciplines against the Competency Framework, to assess alignment and gaps in the knowledge and skills that could be demonstrated by successfully completing them.

##### Methodology

1. Tender applications should set out the proposed approach to best achieve what is required for each of the work packages. It is anticipated that qualitative and/or quantitative information will be gathered, as appropriate with the stakeholders identified in paragraph 17. A survey will not be required, we anticipate that the information could mainly be gathered via a mixture of workshops or use of existing meetings, or face to face or online meetings.
2. The FSA will be able to facilitate access to some of the stakeholders, such as the relevant professional bodies, local authorities and FSA staff. Access to the majority of the educational providers will need to be facilitated by the contractor.
3. Applications should also set out the proposed approach for access to and recruitment of all participants and acknowledge potential sampling difficulties associated with the Covid-19 pandemic, if relevant.
4. The FSA is aware that access to some local authorities may be challenging and it is not expected that all local authorities will be approached as part of the work. For local authorities in Wales and Northern Ireland, it is anticipated that information could be gathered solely via the use of existing local authority planned meetings. In England this could also be an option or a workshop with regional representatives arranged. In addition, for England, face to face or online meetings with a minimum of one local authority per region is proposed, ensuring representation of urban and rural local authorities who are facing issues in the recruitment and retention of staff, or have strategies in place which have effectively managed these.

##### Outputs

1. The deliverable for the discovery work will be a presentation and written report submitted to the FSA of findings for each work package, including key recommendations where relevant.

##### Scope

1. The discovery work will cover England, Wales, and Northern Ireland. The delivery of official feed controls by the Department of Agriculture, Environment and Rural Affairs in Northern Ireland is out of scope.
2. The work will include seeking the views of key stakeholders relevant to the problem.

##### Timing

1. We anticipate the discovery work commencing in mid-June 2022 and be completed by mid- September 2022 at the latest. It is a finite piece of work with no future requirements anticipated following its completion, as the subsequent development of the short and long term options will be completed by the FSA.

##### Accessibility

1. All outputs should meet the Web Content Accessibility Guidelines, working to version 2.1 at level AA and be written to a high standard in clear English.

##### Project Management

1. Tenders should describe how the project will be managed to ensure that objectives and deliverables will be achieved on time and on budget.
2. On appointment, the successful contractor will be required to attend an initial start-up meeting with the Agency. Review meetings will be held with the successful contractor to measure progress and agree any necessary remedial action or amendment to the project plan. It is

intended to hold informal meetings at weekly intervals to address any specific issues that may arise and formal meetings at milestones. The successful contractor will ensure that they allow sufficient time for sign off of materials, such as e.g. topic guides by the FSA.

##### Organisational Experience, Expertise, and Staff Effort

1. The successful contractor should have knowledge of the food and feed delivery landscape in the UK and the knowledge and skills to be able to map the common qualifications from other relevant disciplines against the Competency Framework. Experience of delivering official food and feed controls or other activities would be advantageous to enable the completion of work.
2. For work package 3: Competency assessment, experience of developing or delivering relevant food and feed qualifications would also be advantageous. If the successful contractor does not have these knowledge and skills, then they may work with an external organisation in order to obtain this.
3. Tenders should provide details of all key personnel who will be working on the project including key contacts. Tenderers should note that the successful contractor will be required to appoint a contract manager who will be fully accountable for the delivery of projects. They will be required to liaise closely with the Agency’s nominated project officer.

##### Risk Management

1. Tenders should identify any typical risks in delivering projects on time and to budget, outlining what steps will be taken to minimise these risks and how they will be managed by the contract team.

##### Quality Management

1. Tenders should provide details of the measures that will be taken to manage and ensure the quality of work. Please include details of the quality assurance policies in place and how this will ensure the quality of projects and robustness of data. Tenderers should take note of the FSA’s quality assurance processes.

##### Ethics

1. Tenders should identify any ethical issues relevant to this project and give details of how any specific risks will be addressed. Tenders should refer to the five principles outlined in the GSR (Government Social Research Service) Professional Guidance – Ethical Assurance:
2. Sound application and conduct of social research methods and interpretation of the findings
3. Participation based on informed consent
4. Enabling participation
5. Avoidance of personal and social harm
6. Non-disclosure of identity
7. Tenders should provide details of any ethical review and research governance arrangements that would apply to the project.

##### Data Protection

1. Contractors are responsible for ensuring that all necessary permissions are acquired for the use of data, visuals, or other materials throughout projects that are subject to copyright law, and that the materials are used in accordance with the permissions that have been secured. Contractors are also responsible for ensuring suitable referencing of materials in all project outputs including project data.
2. The successful contractor must comply with General Data Protection Regulation (GDPR) and ensure that any information collected, processed and transferred on behalf of the FSA will be managed, held, handled and transferred securely. The successful supplier will be assigned the role of ‘Data Processor’ for the duration of the contract and the FSA will act as the ‘Data Controller’.
3. The Data Processor must:
   * process any personal data only on the documented instructions of the Controller;
   * comply with security obligations equivalent to those imposed on the Controller (implementing a level of security for the personal data appropriate to the risk);
   * ensure that persons authorised to process the personal data have committed themselves to confidentiality or attare under an appropriate statutory obligation of confidentiality;
   * only appoint Sub-processors with the Controller’s prior specific or general written authorisation, and impose the same minimum terms imposed on it on the Sub-processor; and the original Processor will remain liable to the Controller for the Sub-processor’s compliance. The Sub-processor must provide sufficient guarantees to implement appropriate technical and organisational measures to demonstrate compliance. In the case of general written authorisation, Processors must inform Controllers of intended changes in their Sub-processor arrangements;
   * make available to the Controller all information necessary to demonstrate compliance with the obligations laid down in Article 28 GDPR and allow for and contribute to audits, including inspections, conducted by the Controller or another auditor mandated by the Controller - and the Processor shall immediately inform the controller if, in its opinion, an instruction infringes GDPR or other EU or member state data protection provisions;
   * assist the Controller in carrying out its obligations with regard to requests by data subjects to exercise their rights under chapter III of the GDPR, noting different rights may apply depending on the specific legal basis for the processing activity (and should be clarified by the Controller up-front);
   * assist the Controller in ensuring compliance with the obligations to implementing a level of security for the personal data appropriate to the risk, taking into account the nature of processing and the information available to the Processor;
   * assist the Controller in ensuring compliance with the obligations to carry out Data Protection Impact Assessments, taking into account the nature of processing and the information available to the Processor; and
   * notify the Controller without undue delay after becoming aware of a personal data breach.
   * Tenders should also provide a data management plan outlining any specific data security issues related to this project and detailing how these will be managed.
   * If successful, you may also be asked to carry out a Privacy Impact Assessment (PIA), and a privacy notice may be required, which will be reviewed by the FSA data security team.

##### Dissemination and Exploitation

1. The Agency is committed to openness and transparency. All reports will be published on the FSA website and underpinning data will be published on the Agency’s open-access data catalogue. Data should be published in an open, accessible and re-usable format, such that the data can be made available to future researchers and the maximum benefit is derived from it.
2. In addition to the publication of reports and any data, tenderers are invited to present any additional proposals of how best to disseminate findings.

**Annex 3 - Technical Proposal**

**Lot 1**

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Lead Applicant's details Surname

First Name

IInitialI■ ITitle I•

Organisation

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Trading Standards South West CIC (TSSW)

Departmen t

Street Address

Town/City Telephone No

Office 7, Victoria Commercial Centre Station Approach

Victoria, Cornwall Country UK I PostcodeI PL26 8LG E-mail

Address

Is your organisation is a **small and medium enterprise.** (EU recommendation 2003/361/EC refers httQ://[www.hmrc.gov.uk/manuals/cirdmanual/cird92800.htm](http://www.hmrc.gov.uk/manuals/cirdmanual/cird92800.htm)

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**TENDER SUMMARY**

Yes

TENDER Title

**LOCAL AUTHORITY CAPACITY AND CAPABILITY DISCOVERY WORK**

TENDER reference Prooosed Start date

#### FS431006 LOT 1 -

[20/06/2022] Prooosed End Date I [11/10/2022]

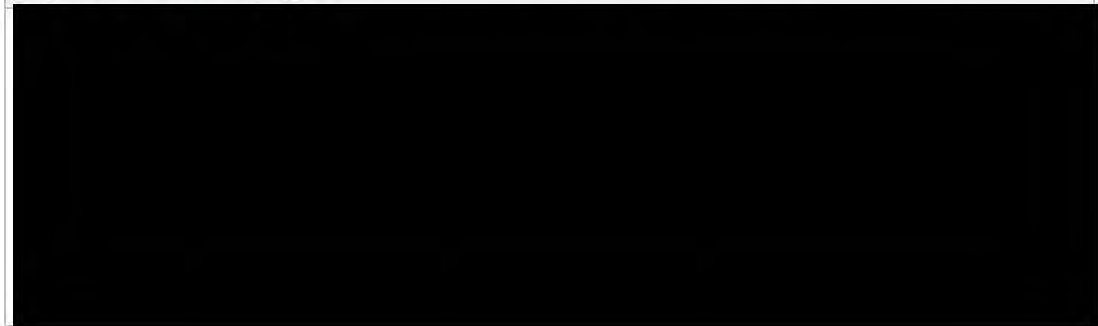
1: TENDER Summary AND OBJECTIVES

1. TENDER SUMMARY

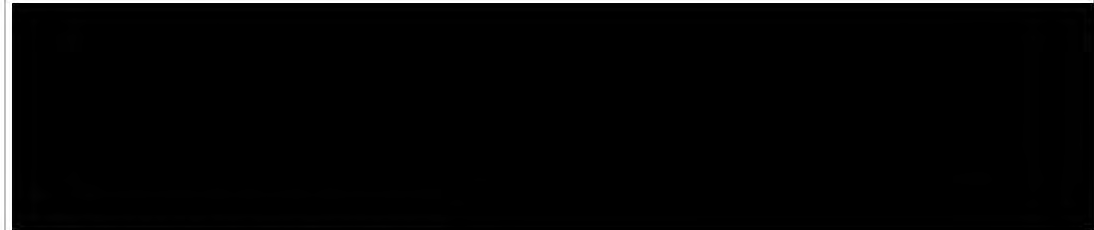
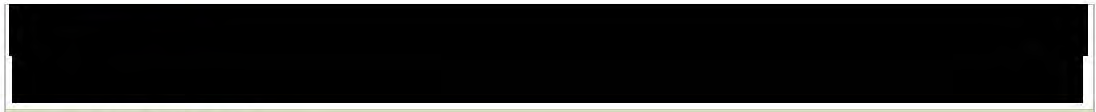
Please give a brief summary of the proposed work in no more than 400 words.

Trading Standards South West (TSSW) represents the 12 Local Authority Trading Standards Services in the South West Region. Working collaboratively, TSSW ensures the safety of consumers is upheld to the highest possible standards and the reputation of legitimate businesses is promoted. TSSW also has a number of its own regional promotional projects that are centered on the sharing of knowledge and best practice gathered by leading experts in their fields of work.

TSSW already deliver complex projects on a regional and national basis (including surveys, best practice guides and eLearning) to a defined schedule (three such projects are outlined in the supplementary document - case studies and include projects commissioned by national government agencies). We are experienced in providing reports of data



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| collected, both for a regional and national audience. We also regularly collate data from numerous local authorities in order to provide regional consultation responses.  We have a high level of experience of working within the regulatory services community, both in England and the devolved countries.  We would deliver this research using existing specialist groups, both regionally and nationally. Data will be collected via a mix of focus group type sessions (where timings of this project coincide with group meetings) and questionnaires (where we wish to access as wide a pool of responders as possible, but where meetings aren't being held within this tenders schedule).  TSSW and its local authorities believe that this research project must be inclusive and accessible for everyone, regardless of ability, age, language or background. We are committed to ensuring this project accessible to the widest possible range of people and we will work hard to ensure that any barriers are identified and removed to ensure that the quality of the data is maintained at all times. This accessibility requirement also applies to any data published as a result of this research. Any publication on the FSA website will meeting the web content accessibility guidelines.  **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** | |
| 1 | | Discovery work into stages of the system (recruitment and retention of staff) | |
| 2 | | Establish scale of the resourcing problem (the barriers and enablers) | |
|  | | | |
| **2: DESCRIPTION OF APPROACH/SCOPE OF WORK** | | | |
|  | | |  |
| A. Approach/SCOPE OF WORK  Please describe how you will meet our specification and summarise how you will deliver your solution. You must explain the approach for the proposed work. Describe and justify the approach, methodology and study design, where applicable, that will be used to address the specific requirements and realise the objectives outlined above. Where relevant (e.g. for an analytical survey), please also provide details of the sampling plan. | | | |



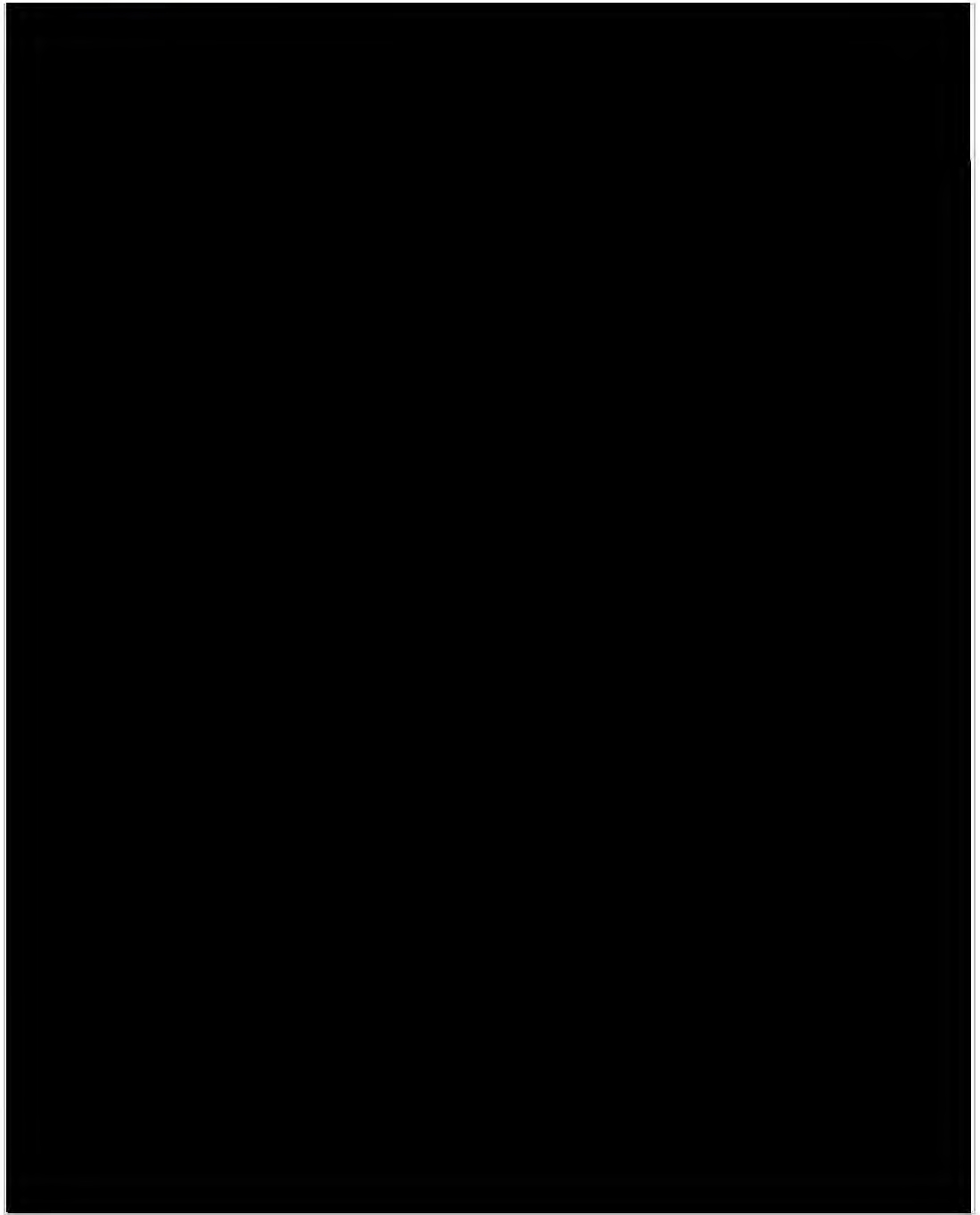
8. INNOVATION

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

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|  | |
| 3: **THE PROJECT PLAN AND DELIVERABLES** | |
|  |  |
| A. The Plan  Please provide a detailed project plan including, the tasks and sub-tasks required to realise the objectives (detailed in Part 1). The tasks should be numbered in the same way as the objectives and should be clearly linked to each of the objectives. Please also attach a flow chart illustrating the proposed plan. | |



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1. 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:

* 1. no more 100 characters in length
  2. self-explanatory
  3. 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.

**4: ORGANISATIONAL EXPERIENCE, EXPERTISE and STAFF EFFORT**

**A. PARTICIPATING ORGANISATIONS' PAST PERFORMANCE**

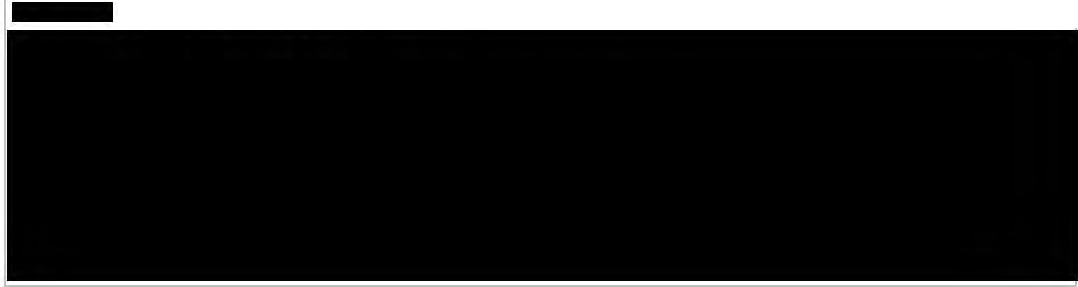


Please provide evidence of up to three similar projects that the project lead applicant and/or members of the project team are currently undertaking or have recently completed. Please include:

* 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.

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

For each participating organisation on the project team please list:- the names and grades of all staff who will work on the project together with details of their specialism and expertise, their role in the project and details of up to 4 of their most recent, relevant published peer reviewed papers (where applicable). If new staff will be hired to deliver the project, please detail their grade, area/(s) of specialism and their role in the project team.



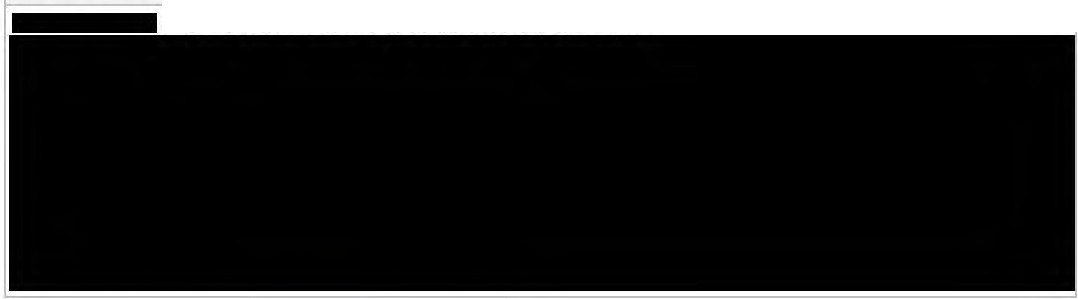
**Lead Applicant**

**Trading Standards South West CIC**

Named staff members, details of specialism and expertise.

- TSSW Operations Manager

Followed by 16 years of delivery of projects and Government grants for TSSW (including surveys/ research, consumer campaigns, regional projects).



Participant Organisation 1

Bristol City Council

Named staff members, details of specialism and expertise.

- Team Leader Bristol City Council Trading Standards



Participant Organisation 2

Cornwall Council

Named staff members, details of specialism and expertise.

**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.

|  |  |
| --- | --- |
|  | I |
| **Name and Role of Person where known/ Role of person to be recruited Working hours per staff member on this**  **project** | |
| - project lead for liaison with food and feed groups (TSSW)  and admin support | 39 days |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| - project lead for liaison with training providers (Bristol City Council), plus TSO support | |  | 24 days | - |
| - project lead for liaison with professional bodies (Cornwall Council), plus TSO support | | 24 days | | |
|  | |  | | |
| - | | -87 days (breakdown is detailed in the finance | | |
| **Total staff effort** | I | | forecast) |  |

**5: PROJECT MANAGEMENT**

Please fully describe how the project will be managed to ensure that objectives and deliverables will be achieved on time and on budget. Please describe how different organisations/staff will interact to deliver the desired outcomes.

Highlight any in-house or external accreditation for the project management system and how this relates to this project.

TSSW CIC will create a task group to lead on the project, with a lead officer for TSSW, and two managers from the aforementioned local authorities with experience of managing food and feed personnel.

Both are part of TSSW's Head of Service group, so will also be able to monitor delivery and provide project governance. We will schedule meeting dates to ensure sufficient planning time for prompt delivery of the targets set out in the specification.

All three persons involved in this project are Chartered Trading Standards Institute members, with strong links to the regulatory services community, both for Trading Standards and for Environmental Health and Port Health (with both Cornwall and Bristol being Unitary authorities).••••• is also the ACTSO Secretary and Cornwall Council have been a pilot authority for the new FSA Food Standards Risk Assessment scheme.

■

We have experience in delivery of elearning on a national scale to the regulatory services community, both for the Food Standards Agency (refer to tenders FS430827, FS430394 and FS620) and for National Trading Standards (currently delivering 5 elearning courses and an eBook). We also provide the Enforcement and Legal Process manual to 82 local authorities nationally, which is used by regulatory services in the broadest sense.

TSSW Operations manager will provide project management over the contract and will ensure meeting dates are scheduled within the time parameters outlined above. She will ensure there is a shared commitment and accountability towards the deliverables of the contract. Part of this role is to break each deliverable into smaller pieces, which can then be prioritised and allocated to the relevant persons to complete. Regular meetings of the task group will be held to review progress, determine any gaps and ensure the project is on schedule.

Over the years- has developed an "agile approach" method of project management to support TSSW and the projects and resources TSSW CIC deliver. This method of working shows how we are able to work flexibly and respond to changing requirements. Thus enabling us to deliver maximum outputs against business priorities in the time and budget allowed. The focus is on people achieving benefits through an engaged, accountable and high performance team. The key focus is on sharing data, openness, team communication and learning from feedback.

|  |  |  |  |
| --- | --- | --- | --- |
| **6. RISK MANAGEMENT**  In the table provided, please identify all relevant risks in delivering this project on time and to budget. Briefly outline what steps will be taken to minimise these risks and how they will be managed by the project team.  Please add more lines as required | | | |
| Identified risk | Likelihood of risk (high, medium, **low)** | Impact of **Risk** (high, medium, **low)** | **Risk** management strategy |
|  |  |  |  |
| Delayed collection of Data  -- | High | Low | Timeframe for delivery is quite short. Access to universities, national forums or other target audience may be hampered by holidays, sickness etc. In these cases, questionnaire will be provided, outlining the key elements we wish to capture from the given audience. |

|  |  |  |  |
| --- | --- | --- | --- |
| Insufficient quality of data | Low | Low | Lack of engagement from identified contacts. To ensure existing contacts are fully briefed on the project, identified aims and overall intention |
| Financial - failure to deliver within budget | Low | High | Outlined proposal can be delivered within budget. Regular financial meetings will take place between the project team to monitor expenditure |
| Data loss/breach or inappropriate disclosure of information | Low | Medium | All data to be dandled in accordance with DPA policies (outlined herewith). To ensure that all data is stored securely. Implement ICO reporting mechanisms where necessary. |
| Reputational Risk for all parties | Low | Medium | Proactive engagement throughout the project, and to use the current external communications team within the FSA for any project products or output. |

1. Quality Management
   1. 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

The policy of TSSW is to achieve and maintain a high standard of quality in all aspects of its operation and to continually satisfy the expectations of our customers in respect of all the services offered. We aim to ensure that the needs of our customers are clearly understood and met through close liaison at all stages of the work.

All work is conducted to a high professional standard with technical and commercial integrity.

The company is committed to effective Quality Management at every level within the business.

TSSW will ensure in providing and maintaining its service to its customers that:

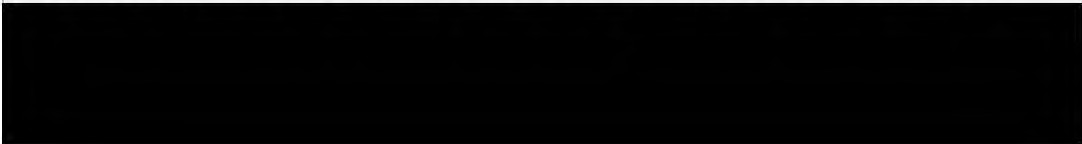
* the quality policy is upheld and supported by all staff;
* staff responsibilities and duties are clearly identified;
* staff are appropriately trained to enable them to undertake their tasks.
* sufficient resources are provided to facilitate the work;

We recommend FSA nominate a single point of contact who is responsible for response to feedback and progress reports. This person would also review progress against delivery milestones from an FSA perspective. It is this officer who we recommend is part of the aforementioned task group and thus is kept informed of progress during the

project. All meeting notes both of the task group and of discussions with the FSA will be stored.

Financial management will be provided by TSSW Operations manager and accounts will be monitored by the TSSW Treasurer.

TSSW CIC has been continually successful in working with the FSA on a variety of projects (please see above) There is existing evidence in our examples of our ability to provide a quality product that meets the FSA's requirements and specification.



**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



1. **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.

TSSW have a data protection policy, designed to ensure data is handled appropriately at all times. This is particularly relevant for the elearning courses we host nationally, and the handling of data of over 4,500 users.

Confidentiality, informed consent, anonymity where appropriate and handling data will be conducted in line with all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR, the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003 No. 2426) as amended; any regulatory requirements in force from time to time which apply to a party relating to the use of Personal Data (including, without limitation, the privacy of electronic communications); [and the guidance and codes of practice issued by the relevant data protection or supervisory authority and applicable to a party] throughout the duration (and after for retention purposes) of this project.

All respondent information will be held by TSSW on a confidential server. Responses will be anonymised and a unique identifier provided instead - such that when reporting confidential data is not passed to the FSA.

Data protection and security requirements are considered as follows:

Users are providing limited personal information to us (e.g. name and email and local authority they work for.) in addition to their responses, which will be anonymised prior to reporting.

Data collected from the survey will not be held indefinitely - once the project is fully completed and reported to the FSA, the responses will be held for a further 12 months before confidential disposal.

The project is designed with Article 25 of the Data Protection Act in mind.

The data we collect will be considered "Official. Sensitive" Therefore access to the information will only be granted on the basis of a genuine 'need to know' and an appropriate personnel security control.

TSSW have completed GDPR training provided by Probert Legal. External data sharing agreements will be put into place where necessary.

Any data breaches will be reported within 72 hours to the ICO where there is a risk to the rights or freedoms of individuals.

- has been trained in the handling of data to a higher level within Bristol City Council and is the lead for Regulatory Services Data Retention Policies.

As a Trading Standards Manager, within a local authority,-undertakes regular Information Governance training, contributes to the service's data retention policy and is responsible for investigating any data breaches within the team.

1. **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)**

TSSW as a CIC is wholly governed by the 15 LA within the region, all of whom have declared a climate emergency.

We will minimise vehicle mileage within the delivery of the contract through mode shift towards online meetings to avoid travel, the use of public transport, walking and cycling or the use of Ultra Low Emission Vehicles (ULEVs) where travel is necessary in order to reduce the total carbon emissions.

Where possible, digitisation of documents and website/online information will be used to reduce demand for products such as paper and single function equipment to minimise was and protect natural resources.

TSSW along with its along with its local authorities recognise, support and promote equality, diversity and inclusion within our organisations. We use formal and informal process to actively support sustainable growth and investment in people and communities to promote wellbeing. Within this project we will work hard to ensure that the values held and promoted within our local authorities is applied to all involved.

Everything TSSW, along with its local authorities, do is aimed at reducing our carbon footprint encouraging economic growth within our local communities.

Sustainable Procurement Policy (bristol.gov.uk)

Climate Emergency Development Plan Document (DPD) - Cornwall Council

- **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 whether any Intellectual Property (IP) may be generated by this project and how this could be exploited). 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

We do not foresee any IP implications in this project as we will be working on behalf on behalf of the FSA however, we request that TSSW should be recognised in any publication.

The written report will be a full and comprehensive narrative on all findings, including any gaps in results, any adverse findings and all cost implications.

Result and reports will be available on the internet with the FSA's permission and in line with their communication strategy in accessible format.

The participants in the research will be directed to the written report through the FSA's established communication strategy. It will be available in accessible formats. Verbal updates can also be provided to participants if requested. This will be done in line with the FSA communication strategy.

**Lot2**

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**LEAD APPLICANT'S DETAILS**

Surname First Name

I Initial I■ I Title 1-

Organisation

Trading Standards South West CIC (TSSW)

Department -

Street Address Town/City

Telephone No

Office 7, Victoria Commercial Centre Station Approach

Victoria, Cornwall Country UK I Postcode I PL26 8LG E-mail

Address

Is your organisation is a **small and medium enterprise.** (EU recommendation 2003/361/EC refers htt[r/[lwww](http://www.hmrc.gov.uk/manuals/cirdmanual/cird92800.htm).[hmrc.gov.uk/manuals/cirdmanual/cird92800.htm](http://www.hmrc.gov.uk/manuals/cirdmanual/cird92800.htm) )

**TENDER SUMMARY TENDER TITLE**

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Yes

-

WQ

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**LOCAL AUTHORITY CAPACITY AND CAPABILITY DISCOVERY WORK**

**TENDER REFERENCE PROPOSED START**

**FS431006 LOT 2**

[11/10//2022] **PROPOSED END DATE** [28/10/2022]

**1: TENDER SUMMARY AND OBJECTIVES**

**B. TENDER SUMMARY**

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

Trading Standards South West (TSSW) represents the 12 Local Authority Trading Standards Services in the South West Region. Working collaboratively, TSSW ensures the safety of consumers is upheld to the highest possible standards and the reputation of legitimate businesses is promoted. TSSW also has a number of its own regional promotional projects that are centered on the sharing of knowledge and best practice gathered by leading experts in their fields of work.

TSSW already deliver complex projects on a regional and national basis (including surveys, best practice guides and elearning) to a defined schedule (this is covered further in the supplementary documents - supply chain). We are experienced in providing reports of data collected, both for a regional and national audience. We also regularly collate data from numerous local authorities in order to provide regional consultation responses.

We have a high level of experience of working with the regulatory services community, both in England and the devolved countries.

We would deliver this research using existing specialist groups, both regionally and nationally. Data will be collected via a mix of focus group type sessions (where timings of this project coincide with group meetings) and questionnaires (where we wish to access as wide a pool of respondees as possible, but where meetings aren't being held within this tenders schedule).

TSSW and its local authorities believe that this research project must be inclusive and accessible for everyone, regardless of ability, age, language or background. We are committed to ensuring this project accessible to the widest possible range of people and we will work hard to ensure that any barriers are identified and removed to ensure that the quality of the data is maintained at all times, This accessibility requirement also applies to any data published as a result of this research. Any publication on the FSA website will meeting the web content accessibility guidelines.

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| --- | --- | --- |
| **C. 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** |
| 3 | | **DETERMINE WHAT OTHER INDIVIDUALS COULD DELIVER FOOD AND FEED OFFICIAL CONTROLS (EVALUATION OF KNOWLEDGE AND SKILLS REQUIRED· COMPETENCY ASSESSMENT)** |
| **4** | | **PROVIDE FINDINGS AND RECOMMENDATIONS FOR SHORT TERM AND LONG TERM OPTIONS TO DELIVER CHANGE** |
|  | |  |
|  | |  |
|  | |  |
|  | | |
| **2: 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. | | |
| As a regional co-ordination office and 2 local authorities we represent both an urban and rural demographic.  TSSW CIC and its local authorities are already well acquainted with our target audience and have the majority of the connections required to complete this piece of work.  We will complete a mixture of qualitative and quantitative work to achieve the requirements of this tender.  We will utilise the existing networks to engage with the target audiences within the Regulatory services environment (including the training bodies for staff delivering official food and feed controls). Although we will be directed by the FSA as to which industry bodies to approach also.  Where meetings can be arranged with these groups (likely via online and occasional face to face meetings), we will. In areas who are less easy to reach in the set timeframe, we will adopt other methods to gather their thoughts - which may include completion of a questionnaire to tease out the critical considerations.  - -  **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 advantages of TSSW conducting this research are that we already have all contacts in place. We can use the Regional Coordinators Network, the established links with professional bodies and agencies as well as the universities based in the south west region making us much more efficient than a provider starting from scratch.  As a co-ordination body, TSSW is also experienced in collating data from numerous sources, whether it is as part of regional delivery project or in gathering feedback to compile a regional consultation response. | | |
| **3: THE PROJECT PLAN AND DELIVERABLES** | | |
| -  **C. 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. | | | | |
| Objective 3:  Scoping exercise to look at available individuals and qualifications (e.g. vets at abattoirs, APHA vets on farms) as well as any skills gaps (including investigatory experience)  Examination of staff shortages/resource capacity (if any) in areas/roles identified  Objective 4:  Evaluation of any "quick wins" that are available to increase capacity in the short term.  A plan of what steps could be taken to enable long term workforce planning, identifying roles for the FSA, LAs and professional bodies and linking with any plans of other partners. | | | | |
|  | **Preparation** | **Time (hours/days)** | **Completion date** |  |
|  | Draft Project Plan/steps/outcomes/risks - consult/amend/agree with FSA | **3 days** | **June 2022** |  |
|  | Identify qualifications and code of practice requirements. Identify other  professional aualifications that mav be relevant | **2 days** | **June 2022** |  |
|  | Identify using open source data, key partners and professions | **3 days** | **June 2022** |  |
|  | Design and prepare data collection methods and develop questionnaire  documentation etc | 3 **days** | **June 2022** |  |
|  | Arrange to attend briefings, meetings and face to face visits with key  participants. | 7 **days** | **June 2022** |  |
|  | TSSW Project Group meeting to monitor progress against project plan and to ensure preparation complete | 3 days | July 2022 |  |
|  | Update to be provide to FSA | **1 day** | July 2022 |  |
|  | **Research** & **Data Collection** |  | **Month** |  |
|  | Meetings with industry bodies, Govt Bodies and professionals to establish availability, capacity and appetite to be involved in the delivery of food and feed official controls | **4 days** | **JulylAugust 2022** |  |
|  | Attendance at regional meetings, organised smaller participant  discussion groups and liaise with industry representatives to collect data on skills gaps and gather of local authorities' attitude and thoughts on the legal implications of external professionals conducting food and feed official controls and foreseen imolications and/or benefits. | **12 days** | **August 2022** |  |
|  | Responses to be gathered by questionnaire for groups not meeting  within the desired timeframe | **Sdays** | **August 2022** |  |
|  | TSSW Project Group meeting to monitor progress against project plan  and to ensure research is comolete | **Sdays** | **September 2022** |  |
|  | Update to be provide to FSA | **2 days** | **September 2022** |  |
|  | **Reporting** |  | **Month** |  |
|  | Collation of all gathered data | **14days** | **September 2022** |  |
|  | Analysis and report preparation including evaluation of quick wins | **7days** | **September 2022** |  |
|  | Proposed plan of steps that could be taken for long-term workforce and competency plannina | **Jdays** | **October 2022** |  |
|  | TSSW Project Group meeting to discuss findings and to assess data | **5days** | October 2022 |  |

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
|  | Preparation of a full written report on all findings, including any gaps in results, any adverse findings and all cost implications to be finalised | | | **3days** | October 2022 |  |
|  | Final TSSW Project Group meeting with FSA | | | **14days** | **October 2022** |  |
| Existing contacts include Animal and Plant Health Authority, Public Health England, the FSA Veterinary service (meat) the Egg Inspectorate and Wine Standards Board as well as private veterinary service providers.  Research methods such as online discussion forums, interviews, group discussions, archival studies and where necessary questionnaires will be used.  In the latter part of the project, we plan to deliver a national focus group meeting to further quiz key representatives on any specific issues raised in the data collection phase.  We would aim to reach a respondent pool of between 3 - 4 industry bodies, which would include representation from England, Wales, Scotland and N Ireland food and feed leads, education establishments and from some key industry bodies  Please note: If we are successful in winning lot 1, we would reduce some of the hours listed above, as much of the research could be done in a single session - so we wouldn't duplicate all the costs- hence some efficiencies would be made if both lot 1 and 2 contracts were offered to TSSW. | | | | | | |
| -  **D. 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:  iv. no more 100 characters in length  V. self-explanatory  vi. cross referenced with objective numbers i.e. deliverables for Objective 1 O1/01, O1 /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 OF EXPECTED** | | **TARGET CATE** | **TITLE OF DELIVERABLE OR MILESTONE** | | | |
| 3 | | BY 11 **OCT22** | **DETERMINE WHAT OTHER INDIVIDUALS COULD DELIVER FOOD ANO FEED OFFICIAL CONTROLS (EVALUATION OF KNOWLEDGE ANO SKILLS REQUIRED**  - **COMPETENCY ASSESSMENT)** | | | |
| 4 | | **BY 28 OCT22** | **PROVIDE FINDINGS ANO RECOMMENDATIONS FOR SHORT TERM ANO LONG TERM OPTIONS TO DELIVER CHANGE** | | | |
|  | |  |  | | | |

**Tra**

**ing Standards South West CIC**

**ORGANISATIONAL EXPERIENCE, EXPERTISE and STAFF EFFORT**

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**4:**

**D. 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.

1. Cornwall Council were awarded a nine month contract by DEFRA to deliver a 3 phase project to design, pilot and evaluate the provision of the implementation of the Food and Veterinary Office (FVO) recommendations in relation to the EU Protected Food Name scheme. This included conformity assessments, robust and effective reporting arrangements, acting as a single point of contact providing support and advice to inspection bodies developing an "off the peg" quality manual for LAs along with guidance and webpages for inspection bodies.
2. TSSW CIC was awarded a 5 year contract with the FSA to develop the England Food Standards manual and review the NI and Welsh manuals. All three manual were developed as eBooks and are hosted on the TSSW eLearning platform. (in addition to already hosting the Feed Law Code of Practice and Feed Law Practice Guidance). This contract includes an annual survey.
3. TSSW also provide a training course to business on age verification, called no proof of age. This comprises of 2 courses, one for the owner outlining their legal requirements and procedures they must have in place to train staff and be compliant with legislation surrounding the sale of age restricted products. We also provide a training course for staff on their responsibilities, what to look out for when checking ID and how to manage proxy sales and deal with aggressive practices by young adults refused sale (please see: No proof of age no sale). We have over 1200 users of this resource and all training records must be handled with GDPR in mind.

Please see the supplementary document for a more detailed summary of the projects and the skills and expertise they show.

e). If new staff will be hired to deliver the proje ect team.

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

For each participating organisation on the project team please list:- the names and grades of all staff who will work on the project together with details of their specialism and expertise, their role in the project and details of up to 4 of their most recent, relevant published peer reviewed papers (where applicabl ct,

please detail their grade, area/(s) of specialism and their role in the proj ,



**Lead ApP.licant**

**d**

Named staff members, details of specialism and expertise.

- TSSW Operations Manager

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| [ParticiRant Organisation 1 |  |  |  |  |
|  | !Bristol City Council |  |

Cornwall Council



Named staff members, details of specialism and expertise.

- Team Leader Bristol City Council Trading Standards



Participant Organisation 2

Named staff members, details of specialism and expertise.

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**F. 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.

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| **Name and Role of Person where known/ Role of person to be recruited**  project lead for liaison with food and feed groups (TSSW) I  and admin support | | **Working hours per staff member on this project** |
| 39 days |
| - project lead for liaison with training providers (Bristol 24 days City Council), plus TSO support | | |
| - project lead for liaison with professional bodies (Cornwall Council), plus TSO support | 24 days | |
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| -  **Total staff effort** 87 days (breakdown is detailed in the finance  - forecast) | | |
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**5: PROJECT MANAGEMENT**

Please fully describe how the project will be managed to ensure that objectives and deliverables will be achieved on time and on budget. Please describe how different organisations/staff will interact to deliver the desired outcomes.

Highlight any in-house or external accreditation for the project management system and how this relates to this project.

TSSW CIC will create a task group to lead on the project, with a lead officer for TSSW, and two managers from the aforementioned local authorities with experience of managing food and feed personnel.

Both are part of TSSW's Head of Service group, so will also be able to monitor delivery and provide project governance. We will schedule meeting dates to ensure sufficient planning time for prompt delivery of the targets set out in the specification.

All three persons involved in this project are Chartered Trading Standards Institute members, with strong links to the regulatory services community, both for Trading Standards and for Environmental Health and Port Health (with both Cornwall and Bristol being Unitary authorities).

We have experience in delivery of elearning on a national scale to the regulatory services community, both for the Food Standards Agency (refer to tenders FS430827, FS430394 and FS620) and for National Trading Standards (currently delivering 5 elearning courses and an eBook). We also provide the Enforcement and Legal Process manual to 82 local authorities nationally, which is used by regulatory services in the broadest sense.

TSSW Operations manager will provide project management over the contract and will ensure meeting dates are scheduled within the time parameters outlined above. She will ensure there is a shared commitment and accountability towards the deliverables of the contract. Part of this role is to break each deliverable into smaller pieces, which can then be prioritised and allocated to the relevant persons to complete. Regular meetings of the task group will be held to review progress, determine any gaps and ensure the project is on schedule.

Over the years- has developed an "agile approach" method of project management to support TSSW and the projects and resources TSSW CIC deliver. This method of working shows how we are able to work flexibly and respond to changing requirements. Thus enabling us to deliver maximum outputs against business priorities in the time and budget allowed. The focus is on people achieving benefits through an engaged, accountable and high performance team. The key focus is on sharing data, openness, team communication and learning from feedback.

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| -**6. RISK MANAGEMENT**  In the table provided, please identify all relevant risks in delivering this project on time and to budget. Briefly outline what steps will be  taken to minimise these risks and how they will be managed by the project team. Please add more lines as required | | | |
| **Identified risk**  - | Likelihood **of risk**  (high, medium,  **low)** | Impact of **Risk** (high, medium, **low)** | **Risk** management strategy  - |
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| Delayed collection of Data | High | Low | Timeframe for delivery is quite short. Access to universities, national forums or other target audience may be hampered by holidays, sickness etc. In these cases, questionnaire will be provided, outlining the key elements we wish to capture from the given audience. |
| Insufficient quality of data | Low | Low | Lack of engagement from identified contacts. To ensure  existing contacts are fully briefed on the project, identified aims and overall intention |
| Financial - failure to deliver within budget | Low | High | Outlined proposal can be delivered within budget.  Regular financial meetings will take place between the project team to monitor expenditure |
| Data loss/breach or inappropriate disclosure of information | Low | Medium | All data to be dandled in accordance with DPA policies (outlined herewith). To ensure that all data is stored securely. Implement ICO reporting mechanisms where  necessary. |
| Reputational Risk for all parties | Low | Medium | Proactive engagement throughout the project, and to use the current external communications team within the FSA  for any\_project products or output. |

**7. QUALITY MANAGEMENT**

**B. 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

The policy of TSSW is to achieve and maintain a high standard of quality in all aspects of its operation and to continually satisfy the expectations of our customers in respect of all the services offered. We aim to ensure that the needs of our customers are clearly understood and met through close liaison at all stages of the work.

All work is conducted to a high professional standard with technical and commercial integrity. The company is committed to effective Quality Management at every level within the business. TSSW will ensure in providing and maintaining its service to its customers that:

* the quality policy is upheld and supported by all staff;
* staff responsibilities and duties are clearly identified;
* staff are appropriately trained to enable them to undertake their tasks.
* sufficient resources are provided to facilitate the work;

We recommend FSA nominate a single point of contact who is responsible for response to feedback and progress reports. This person would also review progress against delivery milestones from an FSA perspective. It is this officer who we recommend is part of the aforementioned task group and thus is kept informed of progress during the

project. All meeting notes both of the task group and of discussions with the FSA will be stored.

Financial management will be provided by TSSW Operations manager and accounts will be monitored by the TSSW Treasurer.

TSSW CIC has been continually successful in working with the FSA on a variety of projects (please see above) There is existing evidence in our examples of our ability to provide a quality product that meets the FSA's requirements and specification.

**F. 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

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| 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 should not provide any ethically challenging matters.  However, consideration will be given to ensuring that participation is voluntary, informed consent is obtained and anonymity and confidentiality are maintained.  ere is very little potential for harm and we will ensure that the result and all commutation is accurately represented.  - **G. 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. |
| TSSW have a data protection policy, designed to ensure data is handled appropriately at all times. This is particularly relevant for the elearning courses we host nationally, and the handling of data of over 4,500 users.  Confidentiality, informed consent, anonymity where appropriate and handling data will be conducted in line with all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR, the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003 No. 2426) as amended; any regulatory requirements in force from time to time which apply to a party relating to the use of Personal Data (including, without limitation, the privacy of electronic communications); [and the guidance and codes of practice issued by the relevant data protection or supervisory authority and applicable to a party] throughout the duration (and after for retention purposes) of this project.  All respondent information will be held by TSSW on a confidential server. Responses will be anonymised and a unique identifier provided instead - such that when reporting confidential data is not passed to the FSA.  Data protection and security requirements are considered as follows:  Users are providing limited personal information to us (e.g. name and email and local authority they work for.) in addition to their responses, which will be anonymised prior to reporting.  Data collected from the survey will not be held indefinitely - once the project is fully completed and reported to the FSA, the responses will be held for a further 12 months before confidential disposal.  The project is designed with Article 25 of the Data Protection Act in mind.  The data we collect will be considered "Official. Sensitive" Therefore access to the information will only be granted on the basis of a genuine 'need to know' and an appropriate personnel security control.  TSSW have completed GDPR training provided by Probert Legal. External data sharing agreements will be put into place where necessary.  Any data breaches will be reported within 72 hours to the ICO where there is a risk to the rights or freedoms of individuals. |

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| - has been trained in the handling of data to a higher level within Bristol City Council and is the lead for Regulatory Services Data Retention Policies.  As a Trading Standards Manager, within a local authority,-undertakes regular Information Governance training, contributes to the service's data retention policy and is responsible for investigating any data breaches within the team. |

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| **H. 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) |
| TSSW as a CIC is wholly governed by the 15 LA within the region, all of whom have declared a climate emergency.  We will minimise vehicle mileage within the delivery of the contract through mode shift towards online meetings to avoid travel, the use of public transport, walking and cycling or the use of Ultra Low Emission Vehicles (ULEVs) where travel is necessary in order to reduce the total carbon emissions.  Where possible, digitisation of documents and website/online information will be used to reduce demand for products such as paper and single function equipment to minimise was and protect natural resources.  TSSW along with its along with its local authorities recognise, support and promote equality, diversity and inclusion within our organisations. We use formal and informal process to actively support sustainable growth and investment in people and communities to promote wellbeing. Within this project we will work hard to ensure that the values held and promoted within our local authorities is applied to all involved.  Everything TSSW, along with its local authorities, do is aimed at reducing our carbon footprint encouraging economic growth within our local communities.  Sustainable Procurement Policy (bristol.gov.uk)  mate Emergency Development Plan Document (DPD) - Cornwall Council  - I. **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 whether any Intellectual Property (IP) may be generated by this project and how this could be exploited). 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

We do not foresee any IP implications in this project as we will be working on behalf on behalf of the FSA however, we request that TSSW should be recognised in any publication.

The written report will be a full and comprehensive narrative on all findings, including any gaps in results, any adverse findings and all cost implications.

Result and reports will be available on the internet with the FSA's permission and in line with their communication strategy in accessible format.

The participants in the research will be directed to the written report through the FSA's established communication strategy. It will be available in accessible formats. Verbal updates can also be provided to participants if requested. This will be done in line with the FSA communication strategy.

## Clarification Questions and Responses

Lot 1 - questions and TSSW responses

1. Provide further specific details of the general approach and methodology, including a breakdown of the plan and deliverables, for each of the two separate work packages, in particular work package 2- student numbers.

We will aim to gather a minimum of 20 qualitative responses. These will be gathered via focus groups, such that in each region we will hold a discussion with a focus group that includes officers working in food hygiene, food standards, feed and port health, in addition to at least 1 head of service from that region. We will also ensure we have persons represented from different backgrounds, such as unitary, county and district, also city and rural. We have a slot on the national regional co-ordinators meeting in June already in place to discuss the work requirements and make co-ordinators aware of the request and what we will be requiring in terms of representation at each group session.

We will also seek input from industry and training providers via individuals. As we will arrange meetings for each of these, we will ensure discussions cover matters in Lot 1 and Lot 2 via the agenda for these focus group sessions. We will request each of these are recorded sessions, thus enabling us to produce transcripts of each session. These transcripts will then form the basis of the qualitative analysis, which will inform the presentation and report to the FSA at the end of October.

A detailed breakdown of all the deliverables and the timeframes for collection were provided in

our application form. We will amend this to join Lot 1 and lot 2, as there will now be conducted in parallel. This will then inform what reductions are possible due to being awarded both lots. We do not anticipate amends being required in the actual timeframes provided.

1. Provide clarification on whether the 3 personnel dedicated to the project, will be working wholly or partially on the work and explain how the food hygiene elements will be covered.

Lisa will be the person conducting the regional focus group sessions, thus ensuring consistency of approach and format of these sessions. She may have a second person from the team on these calls on occasion, but certainly not for all. In addition to this there will support from within her team to assist with some of the admin tasks, including planning dates for sessions, collating data and preparing transcripts

Sarah will provide the lead for Bristol, but will also delegate to another qualified food officer to assist.

Jane will do the same within Cornwall council, again with a qualified officer in support.

These additional staff have already been accounted for in the staff costs within the finance sheet.

1. Provide clarification on how staff effort will be organised, including whether the 3 personnel dedicated to the project, will be working wholly or partially on the work. Please could further detail be provided on how staff effort will manage the entire project, including responsibilities for drafting research materials, communication with the FSA, fieldwork, analysis of findings, drafting of the final report, presenting of findings to the FSA, QA of final deliverables etc.

See above comments/ Please also note all 3 lead officers are management and experienced in provided governance over such projects. They also sit on the Head of Service group for TSSW and as such, ensure TSSW objectives as a whole are kept on schedule. This project will be added to the TSSW Control strategy, thus providing another level of governance.

4 of the 6 officers on this project are food qualified, whilst Lisa has been one of the 3 the feed lead officers for TSSW since 2012. Whilst none on the project team have direct EH responsibility, both Sarah and Jane work in a unitary and thus closely with EH colleagues. Lisa also manages the SW regulators forum and the Strategic Regulators Network, which both include a close working relationship with EH teams in the South West (hence we believe this can be used to scale up for the needs of this project). Sarah also noted EH officers seem to be moving to public health roles post pandemic and this will enable us to get their viewpoint also.

None of the officers will be working on this project full time, but Lisa will ensure at least 11 sessions are completed in September and she will ensure backfill of her role during this month. These will be set up as soon as possible post the contract being signed, such that her day job can be suitably managed.

1. In relation to the above, please could you provide clarity on how staff absences would be managed?

Staff absences will be managed through existing resource in the 2 LAs and elsewhere in the TSSW regional office. If there is any potential barrier faced, e.g. lack of availability of staff both from interviewer and the regional groups, we will keep the FSA informed and discuss any additional contingency planning that may be required following unforeseen circumstances.

1. Please could you provide further explanation on how the food hygiene elements will be covered.

CIEH do consultations via their website, so we will ask permission of the CIEH to consult with members via this method (particularly if EH numbers are low on focus groups). Likewise CIEH are also running food hygiene events nationally, so we will request to tap into these at a national level. Also, within the SW we have food liaison groups actively meeting which are majority EH led and are also available for us to approach for additional feedback. CIEH also have a blog, so this will also be considered based on whether or need we need to seek wider views. There is also the Knowledge Hub which could be used to seek views, if necessary.

In the devolved countries we will seek opinion from their FSA teams as to the best means to engage. We already have established links with N Ireland and Wales FSA through delivery of the Food Standards manual.

1. Provide clarification as to whether a presentation will be provided.

Yes, if you wish the results to be provided as a presentation, as well as a report, we'd be happy to do so.

1. Provide further details as to the combination of costs and timeline, based on awarding both Lots.

We will provide staffing cost savings as will only require 1 session per region / body, rather than 1 per lot. However, time in these sessions will be slightly longer and the reporting requirements will still remain for both projects. Hence, we will provide a revised set of finance costs that combine lot 1 and 2 for a collective delivery (which will also be reflected in the revised schedule, see both attachments)

Lot 2- questions and TSSW responses

1. Clarification as to whether the deliverables and methodology could be amended to reflect that this is a desk-based exercise, with no requirement to engage with stakeholders or gather data

This isnt our intention - we will utilise the focus groups outlined in lot 1 (see Q1 above) to deliver this element also, so this element would not be a completely desk based exercise. However, research of existing surveys and information regarding workforce surveys and qualifications would be carried out alongside these sessions and these would be desk based.

1. Confirmation as to how and when the identified qualifications will be mapped to the Competency Framework and provide details as to whether the knowledge/expertise required to complete this exists internally within the team, or will be brought in from an external source.

At the moment the current food standards qualification is being reviewed and mapped against the Regulatory Compliance Officer Apprenticeship and the competency requirement laid out in the Food Law CoP. We will be working with our colleagues in Environmental Health to identify current and future qualifications held and map them across to the competency framework (both Cornwall and Bristol are unitary authorities which enables us to do this within the scope of the contract).

1. Provide clarification on whether the 3 personnel dedicated to the project, will be working wholly or partially on the work. Please could further detail be provided on how staff effort will manage the entire project, including responsibilities for organising the mapping exercise, carrying out the desk-based research, communication with the FSA, drafting of the final report, presenting of findings to the FSA, QA of final deliverables etc.

Please see comments for Q3 for lot 1

1. Please provide further explanation on how the food hygiene elements will be covered.

Please see comments for Q4 for lot 1

1. Provide further clarification/ justification for the admin costs specified

This is partially covered in Q3 lot 1, but this isnt "admin" rather than additional personnel on the project - as in Bristol and Cornwall these are persons who are food qualified. The admin at TSSW would be to assist in booking focus groups, writing up call transcripts, report preparation, data collation.

1. Confirm the approach to be taken to ensure the work remains within budget.

See comments above regarding governance and management. Lisa manages TSSW finances and will review spend on a monthly basis. There is no intention to go beyond the allocated budget and if any delays occur or additional costs foreseen, the FSA would be consulted prior to spend.

1. Provide clarification as to whether a presentation will be provided. Please see comment for lot 1 on the same.
2. Provide further details as to the combination of costs and timeline, based on awarding both Lots.

Please see comment for lot 1 on the same.

##### TSSW Question, Response, and Follow-up Questions Lot 1

Question 1

Provide further specific details of the general approach and methodology, including a breakdown of the plan and deliverables, for each of the two separate work packages, in particular work package 2- student numbers.

TSSW Response

We will aim to gather a minimum of 20 qualitative responses. These will be gathered via focus groups, such that in each region we will hold a discussion with a focus group that includes officers working in food hygiene, food standards, feed and port health, in addition to at least 1 head of service from that region. We will also ensure we have persons represented from different backgrounds, such as unitary, county and district, also city and rural. We have a slot on the national regional co-ordinators meeting in June already in place to discuss the work requirements and make co-ordinators aware of the request and what we will be requiring in terms of representation at each group session.

We will also seek input from industry and training providers via individuals. As we will arrange meetings for each of these, we will ensure discussions cover matters in Lot 1 and Lot 2 via the agenda for these focus group sessions. We will request each of these are recorded sessions, thus enabling us to produce transcripts of each session. These transcripts will then form the basis of the qualitative analysis, which will inform the presentation and report to the FSA at the end of October.

A detailed breakdown of all the deliverables and the timeframes for collection were provided in our application form. We will amend this to join Lot 1 and lot 2, as there will now be conducted in parallel. This will then inform what reductions are possible due to being awarded both lots. We do not anticipate amends being required in the actual timeframes provided.

FSA Further Clarification Question

Paragraphs 16-28 of the Tender Specification outline the details of the requirements of the discovery work. The discovery work consists of 2 Lots and 3 Work Packages:

Lot 1:

Lot 2:

* Work package 1: The current system and its barriers and enablers
* Work package 2: Student numbers
* Work package 3: Competency assessment

The tender application form and answers to clarification questions do not provide sufficient details on how TSSW will fulfil the requirement of “Work Package 2- Student numbers”.

Please clarify how TSSW will collect quantitative data on the annual number of places for students to

study and how many students are currently in the system (working towards ‘suitable’ or ‘appropriate’ qualifications). A more detailed description of the requirement of Work Package 2- Student Numbers can be found in the specification document.

TSSW will contact those education providers identified by the FSA, plus any identified through our contact with professional and/or regional groups. We will then ask the education providers for their admission and completion numbers for the last 2 years, including the number of places offered and those filled. When analysing the data to look at when students are expected to successfully complete their studies, we will look at course times, any requirements for practical experience and the expected time frames to complete any other elements (e.g. logbooks).

##### Lot 2

Question 1

Clarification as to whether the deliverables and methodology could be amended to reflect that this is a desk-based exercise, with no requirement to engage with stakeholders or gather data

TSSW Response

This isn’t our intention - we will utilise the focus groups outlined in lot 1 (see Q1 above) to deliver this element also, so this element would not be a completely desk based exercise. However, research of existing surveys and information regarding workforce surveys and qualifications would be carried out alongside these sessions and these would be desk based.

FSA Further Clarification Question

As outlined in paragraph 27 of the Specification, “Work Package 3: Competency assessment” lists the requirement of this work package as being “to map common qualifications from other relevant disciplines against the Competency Framework.”

Please clarify how TSSW will fulfil this requirement; this should include:

* how you will identify and select the common qualifications;
* how many qualifications you intend to map against the Competency Framework;
* whether you have the knowledge and skills to map qualifications against the Competency Framework including prior experience of developing or delivering relevant food and feed qualifications.

Further, please clarify further how the utilisation of a focus groups will aid in fulfilling the requirements of this work package.

TSSW would begin by identifying those disciplines that could potentially deliver official controls (such as qualified food industry experts or vets in abattoirs), speaking with local individuals in these roles and professional bodies to identify any common qualifications that they hold. Once any common qualifications have been identified we would look to map them to the competency framework, identifying any possible skills gaps that may need fulfilling.

**Financial Template**

FSA Further Clarification Question

There are three total figures on the financial template. In the 'Organisation' tab the total is £53,855. In the Schedule of Payments' tab there is £64,626 and £60,611. Please can you confirm the correct total figure and amend to all show the same total value? Currently the retention payment is automatically calculated at the bottom of the pricing schedule table. We are content for you to remove that formula on this occasion if it is causing issues.

A revised finance template was returned to the agency on the 8th June 22, with the retention payment removed.

**Revised Timeframe for FS431006 Local authority Capacity and Capability Discovery Work - lot 1 and 2 combined**

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| **Preparation** | **Time (hours/days)** | **Completion date** | **Saving via combined**  **deliverv** |
| Lot 1 and 2 - Draft Project Plan/steps/outcomes/risks - consult/amend/agree with FSA | **6 days** | **June 2022** | - |
| Lot 1 and 2 - Identify professional institutes (CTSI, CIEH),  local authorities, officer groups, education providers and career advisors and other kev participants | 3 **days** | **June 2022** | **1 day** |
| Lot 1 and 2 - Identify using open source data, the  advertising, recruitments paths and commentary around the career paths available. | 3 **days** | **June 2022** | **3 days** |
| Lot 2 - Identify qualifications and code of practice  requirements. Identify other professional qualifications that mav be relevant | **2 days** | **June 2022** | - |
| Lot 1 and 2 - Design and prepare data collection methods  and develop auestionnaire documentation etc | **6 days** | **June 2022** | - |
| Lot 1 and 2 - Arrange and attend briefings, meetings and face to face visits with key participants. | **9 days** | **June 2022** | **5 days** |
| Lot 1 and 2 - Monthly TSSW Project Group meeting to  monitor progress against project plan and to ensure preparation complete | **4 days** | **July 2022** | **2 days** |
| Lot 1 and 2 - Update to be provide to FSA | **1.5 days** | **July 2022** | **0.5 day** |
| **Research** & **Data Collection** |  | **Month** |  |
| Lot 1 - Meetings with students and Universities to establish knowledge base of profession and professional qualifications including routes in to the profession, | **4 days** | **August/ September 2022** | - |
| Lot 2 - Meetings with industry bodies, Govt Bodies and  professionals to establish availability, capacity and appetite to be involved in the delivery of food and feed official controls | **4 days** | **August/ September 2022** | - |
| Lot 1 and 2 - Attendance at regional meetings, organise | **20 days** | **August/** | **4days** |

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| smaller participant discussion/ focus groups |  | **September 2022** |  |
| Lot 1 - Survey of all possible routes into the profession to be  conducted bv wav of online open source research | **5 days** | **July/August 2022** | - |
| Lot 1 - Focus group discussions (by way of attendance at Regional Co-ordination meetings, ACTSO, or other regional groups) of local authorities to collect data on the scale of the resourcing problem, the vacating/vacant posts and any  retention strateaies. | **5 days** | **July/August 2022** | - |
| Lot 1 - Research and analysis of archival studies and all previous research on the retention and recruitment of staff  to be conducted. | **2 days** | **August 2022** | - |
| Lot 1 - To deliver a national focus group meeting to further  auiz kev participants. | **1 day** | **August/September**  **2022** | - |
| Lot 1 and 2 - TSSW Project Group meeting to monitor  progress against project plan and to ensure research is complete | **6 days** | **September 2022** | **2 days** |
| Lot 1 and 2 - Update to be provide to FSA | **2 day** | **September 2022** | **1 day** |
| **Reporting** |  | **Month** |  |
| Lot 1 and 2 - Collation of all gathered data | **24 days** | **September** *I*  **October 2022** | **4days** |
| Lot 1 and 2 - Analysis and report preparation | **12 days** | **September** *I*  **October 2022** | **2 days** |
| Lot 1 and 2 - TSSW Project Group meeting to discuss  findinas, assess data, review report reauirements | **6 days** | **October 2022** | **2 days** |
| Lot 1 and 2 - Preparation of a full written report on all  findings, including any gaps in results, any adverse findings and all cost implications to be finalised | **8 days** | **October 2022** | - |
| Lot 1 and 2 - Final TSSW Project Group meeting with FSA | 3 **days** | **October 2022** | - |
| Total saving by combing some actions in lot 1 with lot 2 |  |  | **25.5 days** |

# Annex 3 – Charges

**Lot 1 & Lot 2**

FS431006 - lot 2

Tender Reference

|  |  |
| --- | --- |
| Tender Title | Local Authority Capacity and Capability Discovery Work |

|  |  |
| --- | --- |
| Full legal organisation name | Trading Standards South West CIC (TSSW) |

|  |  |
| --- | --- |
| Main contact title |  |
| Main contact forname |  |
| Main contact surname |  |

|  |  |
| --- | --- |
| Main contact position |  |
| Main contact email |  |
| Main contact phone |  |

Will you charge the Agency VAT on this proposal?

No

Please state your VAT registration number:

Please include only the cost to the FSA.

**Project Costs Summary Breakdown by Participating Organisations**

|  |  |  |
| --- | --- | --- |
| Organisation | VAT  Code\* | Total (£) |
| *TSSW CIC* | EXEMPT |  |
| *Bristol City Council* | EXEMPT |  |
| *Cornwall Council* | EXEMPT |  |

**£ 53,855.00**

**Total Project Costs (excluding VAT) \*\***

\* Please indicate zero, exempt or standard rate. VAT charges not identified above will not be paid by the FSA

\*\* The total cost figure should be the same as the total cost shown in table 4

\*\* The total cost figure should be the same as the total cost shown below and in the Schedule of payments tab.

**Project Costs Summary (*Automatically calculated*)**

|  |  |  |
| --- | --- | --- |
| **Staff Costs** |  | |
| **Overhead Costs** |  | |
|  |  |
| **Consumables and Other**  **Costs** |  | |
|  |  |
| **Travel and Subsistence Costs** |  | |

**£ 53,855.00**

**Total Project Costs**

|  |
| --- |
| COST OR VOLUME DISCOUNTS - INNOVATION |
| The Food Standards Agency collaborates with our suppliers to improve efficiency and performance to save the taxpayer money.  A tenderer should include in his tender the extent of any discounts or rebates offered against their normal day rates or other  costs during each year of the contract. Please provide full details below: |
|  |

Please note: By combining lots 1 and 2, there is a saving of 37 staff days overall. In addition to only requiring a single set of travel costs to present to the FSA at the end of the contract

NAME

SIGNATURE

DATE

|  |  |
| --- | --- |
| 31-May-2022 |  |
|  | Enter the effective date if this version of the template replaces an earlier version |

REVISION DATE

|  |
| --- |
| Participating Organisation |
| TSSW |
| TSSW |
| Bristol City Council |
| Bristol City Council |
| Cornwall council |
| Cornwall council |

|  |
| --- |
| Days to be spent on the project by all staff at this grade |
|  |
|  |
|  |
|  |
|  |
|  |

|  |
| --- |
| **Total Cost (incl. overhead s)** |
|  |
|  |
|  |
|  |
|  |
|  |

**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. | |
|  | |
| \* Role or Position within the project | \* Daily  Daily Rate Overhead  (£/Day) Rate(£/Da y) |
| Operatio ns Manager  -  research lead and contract manager |
| Admin officer - planning interview s |
| Link officer |
| Admin / food officer support |
| Link officer |
| Admin / food officer  support |

**Total Labour Costs**

**Travel and Subsistence Costs**

Please provide a breakdown of the travel and subsistence costs you expect to incur during the project

Trip to London to present findings

Purpose of journey or description of subsistence cost

3

Frequency

Cost each (£)

|  |  |
| --- | --- |
| **Total Cost** | |
|  | |
|  |  |

**Total Travel and Subsistence Costs**

Food Standards Agency

#### food.gov.uk



|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| Proposed  Project Start  Date | | Amount | | |  |  |  |
| Invoice Due Date | Description as to which deliverables this invoice will refer to (*Please include the deliverable ref no(s)* as  a *ro riate* |  | | |
| **\*Net** | | \*\*  **VAT**  Code | § Duration from start of project (Weeks) | § Duration from start of project (Date) | Financial Year |
| 30-Jun-2022 | 40% deposit |  |  |  |  |  |  |
| 30-0ct-2022 | Remaining 60% |  |
|  |  |  |  |
| Retention/Final Deliverable | \*\*\* |  |
|  |  |  |  |
| Total £ 53,855.00 I | | | | | | |  |

**Short form Terms**

### 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:

1. Government Department;
2. Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);
3. Non-Ministerial Department; or
4. 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"**

**"Date of**

**Delivery"**

means the person identified in the letterhead of the Order Form;

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

###### "Data Protection Impact Assessment"

of personal data and privacy; (iii) all applicable Law about the processing of personal data and privacy;

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"

**"Data Subject Access Request"**

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;

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

1. 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"

* 1. 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:
     1. are supplied to the Supplier by or on behalf of the Buyer; or
     2. 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"**

**"Insolvency Event"**

**"Key Personnel"**

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;

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;

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;](http://www.privacyshield.gov/list%3B)

**"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-](http://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.

### Understanding the Contract

In the Contract, unless the context otherwise requires:

* 1. references to numbered clauses are references to the relevant clause in these terms and conditions;
  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;
  3. the headings in this Contract are for information only and do not affect the interpretation of the Contract;
  4. references to "writing" include printing, display on a screen and electronic transmission and other modes of representing or reproducing words in a visible form;
  5. the singular includes the plural and vice versa;
  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
  7. the word ‘including’, "for example" and similar words shall be understood as if they were immediately followed by the words "without limitation".

### How the Contract works

* 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.
  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. 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.

### What needs to be delivered

###### All Deliverables

* + 1. 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.
    2. The Supplier must provide Deliverables with a warranty of at least 90 days (or longer where the Supplier offers a longer warranty period to its Buyers) from Delivery against all obvious defects.

###### Goods clauses

* + 1. All Goods delivered must be new, or as new if recycled, unused and of recent origin.
    2. All manufacturer warranties covering the Goods must be assignable to the Buyer on request and for free.
    3. The Supplier transfers ownership of the Goods on completion of delivery (including off-loading and stacking) or payment for those Goods, whichever is earlier.
    4. 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.
    5. The Supplier warrants that it has full and unrestricted ownership of the Goods at the time of transfer of ownership.
    6. The Supplier must deliver the Goods on the date and to the specified location during the Buyer's working hours.
    7. The Supplier must provide sufficient packaging for the Goods to reach the point of delivery safely and undamaged.
    8. All deliveries must have a delivery note attached that specifies the order number, type and quantity of Goods.
    9. The Supplier must provide all tools, information and instructions the Buyer needs to make use of the Goods.
    10. 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.
    11. 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.
    12. 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.
    13. 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].

###### Services clauses

* + 1. Late delivery of the Services will be a default of the Contract.
    2. The Supplier must co-operate with the Buyer and third party suppliers on all aspects connected with the delivery of the Services and ensure that Supplier Staff comply with any reasonable instructions including any security requirements.
    3. The Buyer must provide the Supplier with reasonable access to its premises at reasonable times for the purpose of supplying the Services
    4. The Supplier must at its own risk and expense provide all equipment required

to deliver the Services. Any equipment provided by the Buyer to the Supplier for supplying the Services remains the property of the Buyer and is to be returned to the Buyer on expiry or termination of the Contract.

* + 1. The Supplier must allocate sufficient resources and appropriate expertise to the Contract.
    2. The Supplier must take all reasonable care to ensure performance does not disrupt the Buyer's operations, employees or other contractors.
    3. On completion of the Services, the Supplier is responsible for leaving the Buyer's premises in a clean, safe and tidy condition and making good any damage that it has caused to the Buyer's premises or property, other than fair wear and tear.
    4. The Supplier must ensure all Services, and anything used to deliver the Services, are of good quality [and free from defects].
    5. 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.

### Pricing and payments

* 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.
  2. All Charges:
     1. exclude VAT, which is payable on provision of a valid VAT invoice;
     2. include all costs connected with the supply of Deliverables.
  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.
  4. A Supplier invoice is only valid if it:
     1. includes all appropriate references including the Purchase Order Number and other details reasonably requested by the Buyer;
     2. includes a detailed breakdown of Deliverables which have been delivered (if any).
  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.
  6. The Buyer may retain or set-off payment of any amount owed to it by the Supplier if notice and reasons are provided.
  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.

### The Buyer's obligations to the Supplier

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

### Record keeping and reporting

* 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.
  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.
  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.
  4. The Supplier must provide information to the auditor and reasonable co-operation at their request.
  5. If the Supplier is not providing any of the Deliverables, or is unable to provide them, it must immediately:
     1. tell the Buyer and give reasons;
     2. propose corrective action;
     3. provide a deadline for completing the corrective action.
  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 Contract then the Buyer may:
     1. require that the Supplier provide to the Buyer (for its approval) a plan setting out how the Supplier will ensure continued performance of the Contract and the Supplier will make changes to such plan as reasonably required by the Buyer and once it is agreed then the Supplier shall act in accordance with such plan and report to the Buyer on demand
     2. if the Supplier fails to provide a plan or fails to agree any changes which are requested by the Buyer or fails to implement or provide updates on progress with the plan, terminate the Contract immediately for material breach (or on such date as the Buyer notifies).

### Supplier staff

* 1. The Supplier Staff involved in the performance of the Contract must:
     1. be appropriately trained and qualified;
     2. be vetted using Good Industry Practice and in accordance with the [instructions issued by the Buyer in the Order Form] [Staff Vetting Procedures];
     3. comply with all conduct requirements when on the Buyer's premises.
  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.
  3. If requested, the Supplier must replace any person whose acts or omissions have caused the Supplier to breach clause 8.
  4. The Supplier must provide a list of Supplier Staff needing to access the Buyer's premises and say why access is required.
  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.
  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:
     1. requested to do so by the Buyer (not to be unreasonably withheld or delayed);
     2. the person concerned resigns, retires or dies or is on maternity or long-term sick leave; or
     3. the person's employment or contractual arrangement with the Supplier or any subcontractor is terminated for material breach of contract by the employee.

### Rights and protection

* 1. The Supplier warrants and represents that:
     1. it has full capacity and authority to enter into and to perform the Contract;
     2. the Contract is executed by its authorised representative;
     3. it is a legally valid and existing organisation incorporated in the place itwas formed;
     4. there are no known legal or regulatory actions or investigations before any court, administrative body or arbitration tribunal pending or threatened against it or its affiliates that might affect its ability to perform the Contract;
     5. it maintains all necessary rights, authorisations, licences and consents to perform its obligations under the Contract;
     6. it doesn't have any contractual obligations which are likely to have a material adverse effect on its ability to perform the Contract; and
     7. it is not impacted by an Insolvency Event.
  2. The warranties and representations in clause 9.1 are repeated each time the Supplier provides Deliverables under the Contract.
  3. The Supplier indemnifies the Buyer against each of the following:
     1. wilful misconduct of the Supplier, any ofits subcontractor and/or Supplier Staff that impacts the Contract;
     2. non-payment by the Supplier of any tax or National Insurance.
  4. If the Supplier becomes aware of a representation or warranty that becomesuntrue or misleading, it must immediately notify the Buyer.
  5. All third party warranties and indemnities covering the Deliverables must be assigned for the Buyer's benefit by the Supplier.

### Intellectual Property Rights (IPRs)

* 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:
     1. receive and use the Deliverables;
     2. use the New IPR.
  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.
  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.
  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.
  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.
  6. If an IPR Claim is made or anticipated the Supplier must at its own expense and the Buyer's sole option, either:
     1. obtain for the Buyer the rights in clauses 10.1 and 10.2 without infringing any third party intellectual property rights;
     2. replace or modify the relevant item with substitutes that don’t infringe intellectual property rights without adversely affecting the functionality or performance of the Deliverables.

### Ending the contract

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

###### 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.

###### When the Buyer can end the Contract

* + 1. If any of the following events happen, the Buyer has the right to immediately terminate its Contract by issuing a termination notice in writing to the Supplier:
       1. there's a Supplier Insolvency Event;
       2. 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;
       3. 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;
       4. 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;
       5. 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;

* + - 1. 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;
      2. the Supplier or its affiliates embarrass or bring the Buyer into disrepute or diminish the public trust in them.
    1. 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.

###### What happens if the Contract ends

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

* + 1. the Supplier is responsible for the Buyer's reasonable costs of procuring replacement deliverables for the rest of the term of the Contract;
    2. the Buyer's payment obligations under the terminated Contract stop immediately;
    3. accumulated rights of the Parties are not affected;
    4. the Supplier must promptly delete or return the Government Data except where required to retain copies by law;
    5. the Supplier must promptly return any of the Buyer's property provided under the Contract;
    6. the Supplier must, at no cost to the Buyer, give all reasonable assistance to the Buyer and any incoming supplier and co-operate fully in the handover and

re-procurement;

* + 1. 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.

###### When the Supplier can end the Contract

* + 1. The Supplier can issue a reminder notice if the Buyer does not pay an undisputed invoice on time. The Supplier can terminate the Contract if the Buyer fails to pay an undisputed invoiced sum due and worth over 10% of the total Contract value or £1,000, whichever is the lower, within 30 days of the date of the reminder notice.
    2. If a Supplier terminates the Contract under clause 11.6(a):
       1. the Buyer must promptly pay all outstanding charges incurred to the Supplier;
       2. the Buyer must pay the Supplier reasonable committed and unavoidable losses as long as the Supplier provides a fully itemised and costed schedule with evidence - the maximum value of this payment is limited to the total sum payable to the Supplier if the Contract had not been terminated;
       3. clauses 11.5(d) to 11.5(g) apply.

###### Partially ending and suspending the Contract

* + 1. Where the Buyer has the right to terminate the Contract it can terminate or suspend (for any period), all or part of it. If the Buyer suspends the Contract it can provide the Deliverables itself or buy them from a third party.
    2. The Buyer can only partially terminate or suspend the Contract if the remaining parts of it can still be used to effectively deliver the intended purpose.
    3. The Parties must agree (in accordance with clause 24) any necessary variation required by clause 11.7, but the Supplier may not either:
       1. reject the variation;
       2. increase the Charges, except where the right to partial termination is under clause 11.3.
    4. The Buyer can still use other rights available, or subsequently available to it if it acts on its rights under clause 11.7.

### How much you can be held responsible for

* 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.
  2. No Party is liable to the other for:
     1. any indirect losses;
     2. loss of profits, turnover, savings, business opportunities or damage to goodwill (in each case whether direct or indirect).
  3. In spite of clause 12.1, neither Party limits or excludes any of the following:
     1. its liability for death or personal injury caused by its negligence, or that of its employees, agents or subcontractors;
     2. its liability for bribery or fraud or fraudulent misrepresentation by it or its employees;
     3. any liability that cannot be excluded or limited by law.
  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).
  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 any indemnities.
  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.

### Obeying the law

* 1. The Supplier must, in connection with provision of the Deliverables, use reasonable endeavours to:
     1. 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/a ttachment 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;
     2. support the Buyer in fulfilling its Public Sector Equality duty under S149 of the Equality Act 2010;
     3. not use nor allow its subcontractors to use modern slavery, child labour or inhumane treatment;
     4. meet the applicable Government Buying Standards applicable to Deliverables which can be found online at: https:[//www.gov.uk/government/c](http://www.gov.uk/government/collections/sustainable-procurement-the-)ol[lections/sustainable-procurement-the-](http://www.gov.uk/government/collections/sustainable-procurement-the-) government-buying-standards-gbs
  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.
  3. The Supplier must appoint a Compliance Officer who must be responsible for ensuring that the Supplier complies with Law, Clause 13.1 and Clauses 27 to 32
  4. "Compliance Officer" the person(s) appointed by the Supplier who is responsible for ensuring that the Supplier complies with its legal obligations;

### Data protection

* 1. The Buyer is the Controller and the Supplier is the Processor for the purposes ofthe Data Protection Legislation.
  2. The Supplier must process Personal Data and ensure that Supplier Staff process Personal Data only in accordance with this Contract.
  3. The Supplier must not remove any ownership or security notices in or relating to the Government Data.
  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.
  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.
  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.
  7. If the Government Data is corrupted, lost or sufficiently degraded so as to be unusable the Buyer may either or both:
     1. 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;
     2. restore the Government Data itself or using a third party.
  8. The Supplier must pay each Party's reasonable costs of complying with clause 14.7 unless the Buyer is at fault.
  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*).
  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.
  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:
      1. a systematic description of the expected processing and its purpose;
      2. the necessity and proportionality of the processing operations;
      3. the risks to the rights and freedoms of Data Subjects;
      4. the intended measures to address the risks, including safeguards, security measures and mechanisms to protect Personal Data.
  12. The Supplier must notify the Buyer immediately if it thinks the Buyer's instructions breach the Data Protection Legislation.
  13. The Supplier must put in place appropriate Protective Measures toprotect against a Data Loss Event which must be approved by the Buyer.
  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.
  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:
      1. are aware of and comply with the Supplier's duties under this clause 11;
      2. are subject to appropriate confidentiality undertakings with the Supplier or any Subprocessor;
      3. 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;
      4. have undergone adequate training in the use, care, protection and handling of Personal Data.
  16. The Supplier must not transfer Personal Data outside of the EU unless all of the following are true:
      1. it has obtained prior written consent of the Buyer;
      2. the Buyer has decided that there are appropriate safeguards (in accordance with Article 46 of the GDPR);
      3. the Data Subject has enforceable rights and effective legal remedies when transferred;
      4. the Supplier meets its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred;
      5. 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
      6. the Supplier complies with the Buyer's reasonable prior instructions about the processing of the Personal Data.
  17. The Supplier must notify the Buyer immediately if it:
      1. receives a Data Subject Access Request (or purported Data Subject Access Request);
      2. receives a request to rectify, block or erase any Personal Data;
      3. receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
      4. receives any communication from the Information Commissioner or anyother regulatory authority in connection with Personal Data processed under this Contract;
      5. receives a request from any third Party for disclosure of Personal Data where compliance with the request is required or claims to be required by Law;
      6. becomes aware of a Data Loss Event.
  18. Any requirement to notify under clause 14.17 includes the provision of further information to the Buyer in stages as details become available.
  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:
      1. full details and copies of the complaint, communication or request;
      2. reasonably requested assistance so that it can comply with a Data Subject Access Request within the relevant timescales in the Data Protection Legislation;
      3. any Personal Data it holds in relation to a Data Subject on request;
      4. assistance that it requests following any Data Loss Event;
      5. assistance that it requests relating to a consultation with, or request from, the Information Commissioner's Office.
  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:
      1. is not occasional;
      2. 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;
      3. is likely to result in a risk to the rights and freedoms of Data Subjects.
  21. The Supplier must appoint a Data Protection Officer responsible for observing its obligations in this Schedule and give the Buyer their contact details.
  22. Before allowing any Subprocessor to process any Personal Data, the Supplier must:
      1. notify the Buyer in writing of the intended Subprocessor and processing;
      2. obtain the written consent of the Buyer;
      3. enter into a written contract with the Subprocessor so that this clause 14 applies to the Subprocessor;
      4. provide the Buyer with any information about the Subprocessor that the Buyer reasonably requires.
  23. The Supplier remains fully liable for all acts or omissions of any Subprocessor.
  24. At any time the Buyer can, with 30 Working Days notice to the Supplier, change this clause 14 to:
      1. 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;
      2. ensure it complies with guidance issued by the Information Commissioner's Office.
  25. The Parties agree to take account of any non-mandatory guidance issued by the Information Commissioner's Office.
  26. The Supplier:
      1. must provide the Buyer with all Government Data in an agreed open format within 10 Working Days of a written request;
      2. must have documented processes to guarantee prompt availability of Government Data if the Supplier stops trading;
      3. must securely destroy all Storage Media that has held Government Data at the end of life of that media using Good Industry Practice;
      4. securely erase all Government Data and any copies it holds when asked to do so by the Buyer unless required by Law to retain it;
      5. indemnifies the Buyer against any and all Losses incurred if the Supplier breaches clause 14 and any Data Protection Legislation.

### What you must keep confidential

* 1. Each Party must:
     1. keep all Confidential Information it receives confidential and secure;
     2. not disclose, use or exploit the disclosing Party's Confidential Information without the disclosing Party's prior written consent, except for the purposes anticipated under the Contract;
     3. immediately notify the disclosing Party if it suspects unauthorised access, copying, use or disclosure of the Confidential Information.
  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:
     1. 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;
     2. if the recipient Party already had the information without obligation of confidentiality before it was disclosed by the disclosing Party;
     3. if the information was given to it by a third party without obligation of confidentiality;
     4. if the information was in the public domain at the time of the disclosure;
     5. if the information was independently developed without access to the disclosing Party's Confidential Information;
     6. to its auditors or for the purposes of regulatory requirements;
     7. on a confidential basis, to its professional advisers on a need-to-know basis;
     8. to the Serious Fraud Office where the recipient Party has reasonable grounds to believe that the disclosing Party is involved in activity that may be a criminal offence under the Bribery Act 2010.
  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.
  4. The Buyer may disclose Confidential Information in any of the following cases:
     1. on a confidential basis to the employees, agents, consultants and contractors of the Buyer;
     2. 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;
     3. if the Buyer (acting reasonably) considers disclosure necessary or appropriate to carry out its public functions;
     4. where requested by Parliament;
     5. under clauses 5.7 and 16.
  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.
  6. Information which is exempt from disclosure by clause 16 is not Confidential Information.
  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.

### When you can share information

* 1. The Supplier must tell the Buyer within 48 hours if it receives a Request For Information.
  2. Within the required timescales the Supplier must give the Buyer full co-operation and information needed so the Buyer can:
     1. comply with any Freedom of Information Act (FOIA) request;
     2. comply with any Environmental Information Regulations (EIR) request.
  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.

### 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.

### 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.

### 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.

### Circumstances beyond your control

* 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:
     1. provides written notice to the other Party;
     2. uses all reasonable measures practical to reduce the impact of the Force Majeure Event.
  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.
  3. Where a Party terminates under clause 20.2:
     1. each party must cover its own losses;
     2. clause 11.5(b) to 11.5(g) applies.

### 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.

### 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.

### Transferring responsibilities

* 1. The Supplier cannot assign the Contract without the Buyer's written consent.
  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.
  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.
  4. The Supplier can terminate the Contract novated under clause 23.2 to a private sector body that is experiencing an Insolvency Event.
  5. The Supplier remains responsible for all acts and omissions of the Supplier Staff as if they were its own.
  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:
     1. their name;
     2. the scope of their appointment;
     3. the duration of their appointment.

### Changing the contract

* 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.

### How to communicate about the contract

* 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.
  2. Notices to the Buyer or Supplier must be sent to their address in the Order Form.
  3. This clause does not apply to the service of legal proceedings or any documents in any legal action, arbitration or dispute resolution.

### Preventing fraud, bribery and corruption

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

### Equality, diversity and human rights

* 1. The Supplier must follow all applicable equality law when they perform their obligations under the Contract, including:
     1. protections against discrimination on the grounds of race, sex, gender reassignment, religion or belief, disability, sexual orientation, pregnancy, maternity, age or otherwise;
     2. any other requirements and instructions which the Buyer reasonably imposes related to equality Law.
  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.

### Health and safety

* 1. The Supplier must perform its obligations meeting the requirements of:
     1. all applicable law regarding health and safety;
     2. the Buyer's current health and safety policy while at the Buyer’s premises, as provided to the Supplier.
  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.

### Environment

* 1. When working on Site the Supplier must perform its obligations under the Buyer's current Environmental Policy, which the Buyer must provide.
  2. The Supplier must ensure that Supplier Staff are aware of the Buyer's Environmental Policy.

### Tax

* 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.
  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:
     1. comply with the Income Tax (Earnings and Pensions) Act 2003 and all other statutes and regulations relating to income tax, the Social Security Contributions and Benefits Act 1992 (including IR35) and National Insurance contributions;
     2. indemnify the Buyer against any Income Tax, National Insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made during or after the Contract Period in connection with the provision of the Deliverables by the Supplier or any of the Supplier Staff.
  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:
     1. the Buyer may, at any time during the term of the Contract, request that the Worker provides information which demonstrates they comply with clause 30.2, or why those requirements do not apply, the Buyer can specify the information the Worker must provide and the deadline for responding;
     2. the Worker's contract may be terminated at the Buyer's request if the Worker fails to provide the information requested by the Buyer within the time specified by the Buyer;
     3. the Worker's contract may be terminated at the Buyer's request if the Worker provides information which the Buyer considers isn’t good enough to demonstrate how it complies with clause 30.2 or confirms that the Worker is not complying with those requirements;
     4. the Buyer may supply any information they receive from the Worker to HMRC for revenue collection and management.

### Conflict of interest

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

### Reporting a breach of the contract

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

### Resolving disputes

* 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.
  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.
  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:
     1. determine the dispute;
     2. grant interim remedies;
     3. grant any other provisional or protective relief.
  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.
  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.
  6. The Supplier cannot suspend the performance of the Contract during any dispute.

### 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** [fsa.procurement@food.gov.uk](mailto:fsa.procurement@food.gov.uk) | | |  | |

|  |
| --- |
| **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”) & TSSW (hereinafter called**

**“the Supplier”)**

1. The Contract is varied as follows:

**Contract**

x

1. Words and expressions in this Variation shall have the meanings given to them in the Framework.
2. The Contract, including any previous Variations, shall remain effective and unaltered except as amended by this Variation.

**SIGNED:**

For: The Client

By: . . . . . . . . . . . . . . . . . . . . . . . ..

Full Name: . . . . . . . . . . . . . . . . . . . .

Position: . . . . . . . . . . . . . . . . . . . . .

Date: . . . . . . . . . . . . . . . . . . . . . . . .

For: The Supplier

By: . . . . . . . . . . . . . . . . . . . . . . . . .

Full Name: . . . . . . . . . . . . . . . . . . .

Title: . . . . . . . . . . . . . . . . . . . . . . . .

Date: . . . . . . . . . . . . . . . . . . . . . . . .