

Kantar Public
222 Gray's Inn Road
London
WC1X 8HB

[REDACTED]

By email to: [REDACTED]

Date: 19/11/19

Our ref: FS307024

Dear Sirs,

Award of contract for the supply of FS307024 Behavioural Trials

Following your tender/ proposal for the supply of Behavioural Trials to Food Standards Agency, we are pleased to award this contract to you.

This letter (Award Letter) and its Annexes set out the terms of the contract between Food Standards Agency as the Customer and Kantar Public as the Supplier for the provision of the Services. Unless the context otherwise requires, capitalised expressions used in this Award Letter have the same meanings as in the terms and conditions of contract set out in Annex 1 to this Award Letter (the "Conditions"). In the event of any conflict between this Award Letter and the Conditions, this Award Letter shall prevail. Please do not attach any Supplier terms and conditions to this Award Letter as they will not be accepted by the Customer and may delay the conclusion of the Agreement.

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

- 1) The Services shall be performed at the Supplier's premises.
- 2) The Specification of the Services to be supplied is as set out in Annex 2
- 3) The Suppliers Technical and Financial Proposals for the delivery of Services shall be as set out in Annex 3
- 4) The Term shall commence on 1st November 2019 and the Expiry Date shall be 31st March 2020. This is subject to a Break Point at 2nd December 2019 following which the Customer will confirm in writing when and how they wish the Supplier to proceed.
- 5) The address for notices of the Parties are:

Customer

Food Standards Agency, Foss House,
Peasholme Green, York, YO1 1PR

Supplier

Kantar Public, 4 Millbank, London,
SW1P 3JA

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

Name

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Title

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Lindsay Abbassian

Senior Research Executive

Kate Thornton

Research Executive

Gurprit Dhillon

Project Manager

- 7) The Customer may require the Supplier to ensure that any person employed in the provision of the Services 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 Services, relevant to the work of the Customer, or is of a type otherwise advised by the Customer (each such conviction a “**Relevant Conviction**”), or is found by the 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 Services.

Payment

All invoices must be sent, quoting a valid purchase order number (PO Number), to: [REDACTED]
[REDACTED] Within 10 working days of receipt of your countersigned copy of this letter, we will send you a unique PO Number. You must be in receipt of a valid PO Number before submitting an invoice.

To avoid delay in payment it is important that the invoice is compliant and that it includes a valid PO Number, PO Number item number (if applicable) and the details (name and telephone number) of your Customer contact (i.e. Contract Manager). Non-compliant invoices will be sent back to you, which may lead to a delay in payment. If you have a query regarding an outstanding payment please contact our Accounts Payable section either by email to [REDACTED]
[REDACTED]

Yours faithfully,

Mark Croft

Procurement Category Manager

Signed for and on behalf of FSA

Name: Mark Croft

Signature: [REDACTED]

Date: 12th December 2019

We accept the terms set out in this letter and its [**Annex/Annexes**], including the Conditions.

Signed for and on behalf of Kantar UK Ltd

Name: [REDACTED]

Signature: [REDACTED]

Date: 12/12/19

Annex 1

Terms and Conditions of Contract for Services

1 Interpretation

1.1 In these terms and conditions:

“Agreement”	means the contract between (i) the Customer acting as part of the Crown and (ii) the Supplier constituted by the Supplier’s countersignature of the Award Letter and includes the Award Letter and Annexes;
“Award Letter”	means the letter from the Customer to the Supplier printed above these terms and conditions;
“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: <ul style="list-style-type: none"> (a) Government Department; (b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal); (c) Non-Ministerial Department; or (d) Executive Agency;
“Charges”	means the charges for the Services as specified in the Award Letter;
“Confidential Information”	means all information, whether written or oral (however recorded), provided by the disclosing Party to the receiving Party and which (i) is known by the receiving Party to be confidential; (ii) is marked as or stated to be confidential; or (iii) ought reasonably to be considered by the receiving Party to be confidential;
“Supplier Personnel”	means all directors, officers, employees, agents, consultants and Suppliers of the Supplier and/or of any Sub-Supplier engaged in the performance of its obligations under this Agreement;
“Controller, Processor, Data Subject, Personal Data, Personal Data Breach, Data Protection Officer”	take the meaning given in the GDPR;
“Customer”	means the person named as Customer in the Award Letter;
“DPA”	means the Data Protection Act 1998;
“DPA 2018”	means Data Protection Act 2018
“Data Loss Event”	means any event that results, or may result, in unauthorised access to Personal Data held by the Processor under this Agreement, and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach;

“Data Protection Impact Assessment”	means an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data;
“Data Protection Legislation”	means (i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the DPA 2018 to the extent that it relates to processing of personal data and privacy; (iii) all applicable Law about the processing of personal data and privacy;
“Data Subject Access Request”	means a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;
“Expiry Date”	means the date for expiry of the Agreement as set out in the Award Letter;
“FOIA”	means the Freedom of Information Act 2000;
“GDPR”	means the General Data Protection Regulation (Regulation (EU) 2016/679);
“Information”	has the meaning given under section 84 of the FOIA;
“Joint Controllers”	where two or more Controllers jointly determine the purposes and means of processing
“Key Personnel”	means any persons specified as such in the Award Letter or otherwise notified as such by the Customer to the Supplier in writing;
“Law”	means any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the Supplier is bound to comply;
“LED”	means Law Enforcement Directive (Directive (EU) 2016/680);
“Party”	means a Party to this Agreement;
“Personal Data”	means personal data (as defined in the DPA) which is processed by the Supplier or any Staff on behalf of the Customer pursuant to or in connection with this Agreement;
Processor Personnel:	means all directors, officers, employees, agents, consultants and contractors of the Processor and/or of any Sub-Processor engaged in the performance of its obligations under this Agreement
“Protective Measures”	means appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it including those outlined in Schedule A;
“Purchase Order Number”	means the Customer’s unique number relating to the supply of the Services;
“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 Customer under the Agreement;

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

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

2 Basis of Agreement

- 2.1 The Award Letter constitutes an offer by the Customer to purchase the Services subject to and in accordance with the terms and conditions of the Agreement.
- 2.2 The offer comprised in the Award Letter shall be deemed to be accepted by the Supplier on receipt by the Customer of a copy of the Award Letter countersigned by the Supplier within [7] days of the date of the Award Letter.

3 Supply of Services

- 3.1 In consideration of the Customer’s agreement to pay the Charges, the Supplier shall supply the Services to the Customer for the Term subject to and in accordance with the terms and conditions of the Agreement.
- 3.2 In supplying the Services, the Supplier shall:
 - 3.2.1 co-operate with the Customer in all matters relating to the Services and comply with all the Customer’s instructions;

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

4 Term

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

5 Charges, Payment and Recovery of Sums Due

- 5.1 The Charges for the Services shall be as set out in the Award Letter and shall be the full and exclusive remuneration of the Supplier in respect of the supply of the Services. Unless otherwise agreed in writing by the Customer, the Charges shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the performance of the Services.
- 5.2 All amounts stated are exclusive of VAT which shall be charged at the prevailing rate. The Customer shall, following the receipt of a valid VAT invoice, pay to the Supplier a sum equal to the VAT chargeable in respect of the Services.
- 5.3 The Supplier shall invoice the Customer as specified in the Agreement. Each invoice shall include such supporting information required by the Customer to verify the accuracy of the invoice, including the relevant Purchase Order Number and a breakdown of the Services supplied in the invoice period.
- 5.4 In consideration of the supply of the Services by the Supplier, the Customer shall pay the Supplier the invoiced amounts no later than 30 days after verifying that the invoice is valid and undisputed and includes a valid Purchase Order Number. The Customer may, without prejudice to any other rights and remedies under the Agreement, withhold or reduce payments in the event of unsatisfactory performance.
- 5.5 If the Customer fails to consider and verify an invoice in a timely fashion the invoice shall be regarded as valid and undisputed for the purpose of paragraph 5.4 after a reasonable time has passed.
- 5.6 If there is a dispute between the Parties as to the amount invoiced, the Customer shall pay the undisputed amount. The Supplier shall not suspend the supply of the Services unless the Supplier is entitled to terminate the Agreement for a failure to pay undisputed sums in

accordance with clause 16.4. Any disputed amounts shall be resolved through the dispute resolution procedure detailed in clause 19.

5.7 If a payment of an undisputed amount is not made by the Customer by the due date, then the Customer shall pay the Supplier interest at the interest rate specified in the Late Payment of Commercial Debts (Interest) Act 1998.

5.8 Where the Supplier enters into a sub-contract, the Supplier shall include in that sub-contract:

5.8.1 provisions having the same effects as clauses 5.3 to 5.7 of this Agreement; and

5.8.2 a provision requiring the counterparty to that sub-contract to include in any sub-contract which it awards provisions having the same effect as 5.3 to 5.8 of this Agreement.

5.8.3 In this clause 5.8, "sub-contract" means a contract between two or more suppliers, at any stage of remoteness from the Authority in a subcontracting chain, made wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of this Agreement.

5.9 If any sum of money is recoverable from or payable by the Supplier under the Agreement (including any sum which the Supplier is liable to pay to the Customer in respect of any breach of the Agreement), that sum may be deducted unilaterally by the Customer from any sum then due, or which may come due, to the Supplier under the Agreement or under any other agreement or contract with the Customer. The Supplier shall not be entitled to assert any credit, set-off or counterclaim against the Customer in order to justify withholding payment of any such amount in whole or in part.

6 Premises and equipment

6.1 If necessary, the Customer shall provide the Supplier with reasonable access at reasonable times to its premises for the purpose of supplying the Services. All equipment, tools and vehicles brought onto the Customer's premises by the Supplier or the Staff shall be at the Supplier's risk.

6.2 If the Supplier supplies all or any of the Services at or from the Customer's premises, on completion of the Services or termination or expiry of the Agreement (whichever is the earlier) the Supplier shall vacate the Customer's premises, remove the Supplier's plant, equipment and unused materials and all rubbish arising out of the provision of the Services and leave the Customer's premises in a clean, safe and tidy condition. The Supplier shall be solely responsible for making good any damage to the Customer's premises or any objects contained on the Customer's premises which is caused by the Supplier or any Staff, other than fair wear and tear.

6.3 If the Supplier supplies all or any of the Services at or from its premises or the premises of a third party, the Customer may, during normal business hours and on reasonable notice, inspect and examine the manner in which the relevant Services are supplied at or from the relevant premises.

6.4 The Customer shall be responsible for maintaining the security of its premises in accordance with its standard security requirements. While on the Customer's premises the Supplier shall, and shall procure that all Staff shall, comply with all the Customer's security requirements.

6.5 Where all or any of the Services are supplied from the Supplier's premises, the Supplier shall, at its own cost, comply with all security requirements specified by the Customer in writing.

6.6 Without prejudice to clause 3.2.6, any equipment provided by the Customer for the purposes of the Agreement shall remain the property of the Customer and shall be used by the Supplier and the Staff only for the purpose of carrying out the Agreement. Such equipment shall be returned promptly to the Customer on expiry or termination of the Agreement.

6.7 The Supplier shall reimburse the Customer for any loss or damage to the equipment (other than deterioration resulting from normal and proper use) caused by the Supplier or any Staff. Equipment supplied by the Customer shall be deemed to be in a good condition when received by the Supplier or relevant Staff unless the Customer is notified otherwise in writing within 5 Working Days.

7 Staff and Key Personnel

7.1 If the Customer reasonably believes that any of the Staff are unsuitable to undertake work in respect of the Agreement, it may, by giving written notice to the Supplier:

7.1.1 refuse admission to the relevant person(s) to the Customer's premises;

7.1.2 direct the Supplier to end the involvement in the provision of the Services of the relevant person(s); and/or

7.1.3 require that the Supplier replace any person removed under this clause with another suitably qualified person and procure that any security pass issued by the Customer to the person removed is surrendered,

and the Supplier shall comply with any such notice.

7.2 The Supplier shall:

7.2.1 ensure that all Staff are vetted in accordance with the Staff Vetting Procedures;

7.2.2 if requested, provide the Customer with a list of the names and addresses (and any other relevant information) of all persons who may require admission to the Customer's premises in connection with the Agreement; and

7.2.3 procure that all Staff comply with any rules, regulations and requirements reasonably specified by the Customer.

7.3 Any Key Personnel shall not be released from supplying the Services without the agreement of the Customer, except by reason of long-term sickness, maternity leave, paternity leave, termination of employment or other extenuating circumstances.

7.4 Any replacements to the Key Personnel shall be subject to the prior written agreement of the Customer (not to be unreasonably withheld). Such replacements shall be of at least equal status or of equivalent experience and skills to the Key Personnel being replaced and be suitable for the responsibilities of that person in relation to the Services.

8 Assignment and sub-contracting

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

8.2 Where the Customer has consented to the placing of sub-contracts, the Supplier shall, at the request of the Customer, send copies of each sub-contract, to the Customer as soon as is reasonably practicable.

8.3 The Customer may assign, novate, or otherwise dispose of its rights and obligations under the Agreement without the consent of the Supplier provided that such assignment, novation or disposal shall not increase the burden of the Supplier's obligations under the

Agreement.

9 Intellectual Property Rights

9.1 All intellectual property rights in any materials provided by the Customer to the Supplier for the purposes of this Agreement shall remain the property of the Customer but the Customer hereby grants the Supplier a royalty-free, non-exclusive and non-transferable licence to use such materials as required until termination or expiry of the Agreement for the sole purpose of enabling the Supplier to perform its obligations under the Agreement.

9.2 All intellectual property rights in any materials created or developed by the Supplier pursuant to the Agreement or arising as a result of the provision of the Services shall vest in the Supplier. If, and to the extent, that any intellectual property rights in such materials vest in the Customer by operation of law, the Customer hereby assigns to the Supplier by way of a present assignment of future rights that shall take place immediately on the coming into existence of any such intellectual property rights all its intellectual property rights in such materials (with full title guarantee and free from all third party rights).

9.3 The Supplier hereby grants the Customer:

9.3.1 a perpetual, royalty-free, irrevocable, non-exclusive licence (with a right to sub-license) to use all intellectual property rights in the materials created or developed pursuant to the Agreement and any intellectual property rights arising as a result of the provision of the Services; and

9.3.2 a perpetual, royalty-free, irrevocable and non-exclusive licence (with a right to sub-license) to use:

(a) any intellectual property rights vested in or licensed to the Supplier on the date of the Agreement; and

(b) any intellectual property rights created during the Term but which are neither created or developed pursuant to the Agreement nor arise as a result of the provision of the Services,

including any modifications to or derivative versions of any such intellectual property rights, which the Customer reasonably requires in order to exercise its rights and take the benefit of the Agreement including the Services provided.

9.4 The Supplier shall indemnify, and keep indemnified, the Customer in full against all costs, expenses, damages and losses (whether direct or indirect), including any interest, penalties, and reasonable legal and other professional fees awarded against or incurred or paid by the Customer as a result of or in connection with any claim made against the Customer for actual or alleged infringement of a third party's intellectual property arising out of, or in connection with, the supply or use of the Services, to the extent that the claim is attributable to the acts or omission of the Supplier or any Staff.

10 Governance and Records

10.1 The Supplier shall:

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

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

10.2 The Supplier shall keep and maintain until 6 years after the end of the Agreement, or as long a period as may be agreed between the Parties, full and accurate records of the

Agreement including the Services supplied under it and all payments made by the Customer. The Supplier shall on request afford the Customer or the Customer's representatives such access to those records as may be reasonably requested by the Customer in connection with the Agreement.

11 Confidentiality, Transparency and Publicity

11.1 Subject to clause 11.2, each Party shall:

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

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

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

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

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

11.2.3 on a confidential basis, to its professional advisers;

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

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

11.2.6 where the receiving Party is the Customer:

(a) on a confidential basis to the employees, agents, consultants and Suppliers of the Customer;

(b) on a confidential basis to any other Central Government Body, any successor body to a Central Government Body or any company to which the Customer transfers or proposes to transfer all or any part of its business;

(c) to the extent that the Customer (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions; or

(d) in accordance with clause 12.

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

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

regarding any redactions but shall have the final decision in its absolute discretion whether any of the content of the Agreement is exempt from disclosure in accordance with the provisions of the FOIA.

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

12 Freedom of Information

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

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

12.1.2 transfer to the Customer all Requests for Information relating to this Agreement that it receives as soon as practicable and in any event within 2 Working Days of receipt;

12.1.3 provide the Customer with a copy of all Information belonging to the Customer requested in the Request for Information which is in its possession or control in the form that the Customer requires within 5 Working Days (or such other period as the Customer may reasonably specify) of the Customer's request for such Information; and

12.1.4 not respond directly to a Request for Information unless authorised in writing to do so by the Customer.

- 12.2 The Supplier acknowledges that the Customer may be required under the FOIA and the Environmental Information Regulations 2004 to disclose Information concerning the Supplier or the Services (including commercially sensitive information) without consulting or obtaining consent from the Supplier. In these circumstances the Customer shall, in accordance with any relevant guidance issued under the FOIA, take reasonable steps, where appropriate, to give the Supplier advance notice, or failing that, to draw the disclosure to the Supplier's attention after any such disclosure.

- 12.3 Notwithstanding any other provision in the Agreement, the Customer shall be responsible for determining in its absolute discretion whether any Information relating to the Supplier or the Services is exempt from disclosure in accordance with the FOIA and/or the Environmental Information Regulations 2004.

13 Data Protection

- 13.1 The Parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Controller and the Contractor is the Processor unless otherwise specified in Schedule A. The only processing that the Processor is authorised to do is listed in Schedule A by the Controller and may not be determined by the Processor.

- 13.2 The Processor shall notify the Controller immediately if it considers that any of the Controller's instructions infringe the Data Protection Legislation.

- 13.3 The Processor shall provide all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Controller, include:

- (a) a systematic description of the envisaged processing operations and the purpose of the processing;

- (b) an assessment of the necessity and proportionality of the processing operations in relation to the Services;
- (c) an assessment of the risks to the rights and freedoms of Data Subjects; and
- (d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.

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

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

- (i) the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Controller;
 - (ii) the Data Subject has enforceable rights and effective legal remedies;
 - (iii) the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Controller in meeting its obligations); and
 - (iv) the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the processing of the Personal Data;
- (e) at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the Agreement unless the Processor is required by Law to retain the Personal Data.

13.5 Subject to clause 1.6, the Processor shall notify the Controller immediately if it:

- (a) receives a Data Subject Request (or purported Data Subject Request);
- (b) receives a request to rectify, block or erase any Personal Data;
- (c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
- (d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Agreement;
- (e) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
- (f) becomes aware of a Data Loss Event.

13.6 The Processor's obligation to notify under clause 1.5 shall include the provision of further information to the Controller in phases, as details become available.

13.7 Taking into account the nature of the processing, the Processor shall provide the Controller with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under clause 1.5 (and insofar as possible within the timescales reasonably required by the Controller) including by promptly providing:

- (a) the Controller with full details and copies of the complaint, communication or request;
- (b) such assistance as is reasonably requested by the Controller to enable the Controller to comply with a Data Subject Request within the relevant timescales set out in the Data Protection Legislation;
- (c) the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;

- (d) assistance as requested by the Controller following any Data Loss Event;
- (e) assistance as requested by the Controller with respect to any request from the Information Commissioner's Office, or any consultation by the Controller with the Information Commissioner's Office.

- 13.8 The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this clause. This requirement does not apply where the Processor employs fewer than 250 staff, unless:
- (a) the Controller determines that the processing is not occasional;
 - (b) the Controller determines the processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; or
 - (c) the Controller determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.
- 13.9 The Processor shall allow for audits of its Data Processing activity by the Controller or the Controller's designated auditor.
- 13.10 Each Party shall designate its own data protection officer if required by the Data Protection Legislation.
- 13.11 Before allowing any Sub-processor to process any Personal Data related to this Agreement, the Processor must:
- (a) notify the Controller in writing of the intended Sub-processor and processing;
 - (b) obtain the written consent of the Controller;
 - (c) enter into a written agreement with the Sub-processor which give effect to the terms set out in this clause 13 such that they apply to the Sub-processor; and
 - (d) provide the Controller with such information regarding the Sub-processor as the Controller may reasonably require.
- 13.12 The Processor shall remain fully liable for all acts or omissions of any of its Sub-processors.
- 13.13 The Controller may, at any time on not less than 30 Working Days' notice, revise this clause by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this Agreement).
- 13.14 The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Controller may on not less than 30 Working Days' notice to the Processor amend this agreement to ensure that it complies with any guidance issued by the Information Commissioner's Office.
- 13.15 Where the Parties include two or more Joint Controllers as identified in Schedule A in accordance with GDPR Article 26, those Parties shall enter into a Joint Controller Agreement based on the terms outlined in Schedule [Y] in replacement of Clauses 1.1-1.14 for the Personal Data under Joint Control.

14 Liability

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

15 Force Majeure

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

16 Termination

- 16.1 The Customer may terminate the Agreement at any time by notice in writing to the Supplier to take effect on any date falling at least 1 month (or, if the Agreement is less than 3 months in duration, at least 10 Working Days) later than the date of service of the relevant notice.
- 16.2 Without prejudice to any other right or remedy it might have, the Customer may terminate the Agreement by written notice to the Supplier with immediate effect if the Supplier:
- 16.2.1 (without prejudice to clause 16.2.5), is in material breach of any obligation under the Agreement which is not capable of remedy;
- 16.2.2 repeatedly breaches any of the terms and conditions of the Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it

- having the intention or ability to give effect to the terms and conditions of the Agreement;
- 16.2.3 is in material breach of any obligation which is capable of remedy, and that breach is not remedied within 30 days of the Supplier receiving notice specifying the breach and requiring it to be remedied;
- 16.2.4 undergoes a change of control within the meaning of section 416 of the Income and Corporation Taxes Act 1988;
- 16.2.5 breaches any of the provisions of clauses 7.2, 11, 12, **Error! Reference source not found.** and 17;
- 16.2.6 becomes insolvent, or if an order is made or a resolution is passed for the winding up of the Supplier (other than voluntarily for the purpose of solvent amalgamation or reconstruction), or if an administrator or administrative receiver is appointed in respect of the whole or any part of the Supplier's assets or business, or if the Supplier makes any composition with its creditors or takes or suffers any similar or analogous action (to any of the actions detailed in this clause 16.2.6) in consequence of debt in any jurisdiction; or
- 16.2.7 fails to comply with legal obligations in the fields of environmental, social or labour law.
- 16.3 The Supplier shall notify the Customer as soon as practicable of any change of control as referred to in clause 16.2.4 or any potential such change of control.
- 16.4 The Supplier may terminate the Agreement by written notice to the Customer if the Customer has not paid any undisputed amounts within 90 days of them falling due.
- 16.5 Termination or expiry of the Agreement shall be without prejudice to the rights of either Party accrued prior to termination or expiry and shall not affect the continuing rights of the Parties under this clause and clauses 2, 3.2, 6.1, 6.2, 6.6, 6.7, 7, 9, 10.2, 11, 12, **Error! Reference source not found.**, 0, 16.6, 17.4, 18.3, 19 and 20.7 or any other provision of the Agreement that either expressly or by implication has effect after termination.
- 16.6 Upon termination or expiry of the Agreement, the Supplier shall:
- 16.6.1 give all reasonable assistance to the Customer and any incoming supplier of the Services; and
- 16.6.2 return all requested documents, information and data to the Customer as soon as reasonably practicable.

17 Compliance

- 17.1 The Supplier shall promptly notify the Customer of any health and safety hazards which may arise in connection with the performance of its obligations under the Agreement. The Customer shall promptly notify the Supplier of any health and safety hazards which may exist or arise at the Customer's premises and which may affect the Supplier in the performance of its obligations under the Agreement.
- 17.2 The Supplier shall:
- 17.2.1 comply with all the Customer's health and safety measures while on the Customer's premises; and
- 17.2.2 notify the Customer immediately in the event of any incident occurring in the performance of its obligations under the Agreement on the Customer's premises where that incident causes any personal injury or damage to property which could give rise to personal injury.

17.3 The Supplier shall:

17.3.1 perform its obligations under the Agreement in accordance with all applicable equality Law and the Customer's equality and diversity policy as provided to the Supplier from time to time; and

17.3.2 take all reasonable steps to secure the observance of clause 17.3.1 by all Staff.

17.4 The Supplier shall supply the Services in accordance with the Customer's environmental policy as provided to the Supplier from time to time.

17.5 The Supplier shall comply with, and shall ensure that its Staff shall comply with, the provisions of:

17.5.1 the Official Secrets Acts 1911 to 1989; and

17.5.2 section 182 of the Finance Act 1989.

18 Prevention of Fraud and Corruption

18.1 The Supplier shall not offer, give, or agree to give anything, to any person an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of the Agreement or for showing or refraining from showing favour or disfavour to any person in relation to the Agreement.

18.2 The Supplier shall take all reasonable steps, in accordance with good industry practice, to prevent fraud by the Staff and the Supplier (including its shareholders, members and directors) in connection with the Agreement and shall notify the Customer immediately if it has reason to suspect that any fraud has occurred or is occurring or is likely to occur.

18.3 If the Supplier or the Staff engages in conduct prohibited by clause 18.1 or commits fraud in relation to the Agreement or any other contract with the Crown (including the Customer) the Customer may:

18.3.1 terminate the Agreement and recover from the Supplier the amount of any loss suffered by the Customer resulting from the termination, including the cost reasonably incurred by the Customer of making other arrangements for the supply of the Services and any additional expenditure incurred by the Customer throughout the remainder of the Agreement; or

18.3.2 recover in full from the Supplier any other loss sustained by the Customer in consequence of any breach of this clause.

19 Dispute Resolution

19.1 The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the Agreement and such efforts shall involve the escalation of the dispute to an appropriately senior representative of each Party.

19.2 If the dispute cannot be resolved by the Parties within one month of being escalated as referred to in clause 19.1, the dispute may by agreement between the Parties be referred to a neutral adviser or mediator (the "**Mediator**") chosen by agreement between the Parties. All negotiations connected with the dispute shall be conducted in confidence and without prejudice to the rights of the Parties in any further proceedings.

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

20 General

20.1 Each of the Parties represents and warrants to the other that it has full capacity and

authority, and all necessary consents, licences and permissions to enter into and perform its obligations under the Agreement, and that the Agreement is executed by its duly authorised representative.

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

21 Notices

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

22 Governing Law and Jurisdiction

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

Schedule A: Schedule of Processing, Personal Data and Data Subjects

This Schedule shall be completed by the Controller, who may take account of the view of the Processors, however the final decision as to the content of this Schedule shall be with the Controller at its absolute discretion.

1. The Processor shall comply with any further written instructions with respect to processing by the Controller.
2. Any such further instructions shall be incorporated into this Schedule.

Description	Details
Identity of the Controller and Processor	The Parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Controller and the Contractor is the Processor in accordance with Clause 1.1.
Subject matter of the processing	The processing is needed in order to ensure that the Processor can effectively deliver the contract to evaluate the effectiveness of behaviour change interventions.
Duration of the processing	01/10/19 – 31/03/20
Nature and purposes of the processing	<p>Personal data processed for this contract will include:</p> <ul style="list-style-type: none"> • Responses to a short paper survey administered to customers in food businesses. No personally identifiable information will be collected • Responses to a short questionnaire administered to food businesses by EHOs. Responses will be matched to businesses by name. • Data held by the FSA to measure sign-up to MenuCal. Data will be matched to businesses by name. • Lists of food businesses which have registered as businesses held by Companies House (or similar) and the FSA. Data will be matched to businesses by name. • Mobile phone numbers for food business staff held by the businesses. • Responses to an SMS survey administered to food business staff. Data will be matched to individuals. <p>All PII will be transferred to us using our secure file transfer facilities Accellion, and stored on our secure servers with access limited to the project team.</p>
Type of Personal Data being Processed	Business name; staff mobile number
Categories of Data Subject	Staff, customers, business owners

<p>Plan for return and destruction of the data once the processing is complete</p> <p>UNLESS requirement under union or member state law to preserve that type of data</p>	<p>Data will be retained for a period of 12 months, unless agreed otherwise.</p>
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Annex 2

Specification

Summary

The FSA wishes to commission a package of work for the design, implementation and delivery of five behavioural trials to support policy making. The five areas are:

- 1) increasing good business behaviour for people with **allergies**;
- 2) increasing uptake of **CalorieWise** among businesses in Northern Ireland;
- 3) increasing online **registration** of food businesses;
- 4) improving **handwashing** compliance to reduce the spread of foodborne disease
- 5) increasing **whistleblowing** in food businesses

THE SPECIFICATION, INCLUDING PROJECT TIMETABLE AND EVALUATION OF TENDERS

GENERAL INTRODUCTION

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

The Agency is committed to openness, transparency and equality of treatment to all suppliers. As well as these principles, for science projects the final project report will be published on the Food Standards Agency website (www.food.gov.uk). For science projects we will encourage contractors to publish their work in peer reviewed scientific publications wherever possible. Also, in line with the Government's Transparency Agenda which aims to encourage more open access to data held by government, the Agency is developing a policy on the release of underpinning data from all its science- and evidence-gathering projects. Data should be made freely available in an accessible format, as fully and as promptly as possible. Consideration should be given to data management as new contracts are being negotiated. Resource implications for this should be considered. The mechanism for publishing underpinning data should allow the widest opportunity for to enable its re-use. Where possible, underpinning data should be included in the final project report. Where data are included in the final report in pdf format, they should also be published separately in a format that can be used for further analysis. Large data sets can be provided separately in an annex to the report, and published, where possible, alongside the final report online Where it is more appropriate to publish underpinning data in an existing database, archive, repository or other community resource, or for data to be saved in a specialist proprietary format, information will be provided on how the data can be accessed. There will be some circumstances where release of data may need to be restricted or anonymised for reasons of commercial and/or personal sensitivities.

FSA strategy

In the FSA Strategic Plan 2015 - 2020¹ a key objective is: “Use our assessment of behaviour change models, and robust evidence on consumer attitudes and practices, to frame, pilot and evaluate our approaches to effective interventions, including flexible or segmented approaches for different groups of people”.

In the FSA Science, Evidence and Information Strategy 2015 – 2020²: a strategic priority is “understanding consumers, food businesses enforcement partners and others in the food system and how we can work with them to support behaviour change and build and spread good practice”. This will: “provide the basis for supporting behaviour change through robust and up-to-date evidence on the diversity of UK consumers, their views, concerns and behaviours, including what approaches work best to support consumers to make informed decisions; support our work on effective policy and efficient regulation by providing evidence on the views and behaviours of consumers, businesses, and those working in regulation and enforcement, and what will work best to influence their behaviours and achieve benefits for consumers - reflecting the diversity that exists within these groups; and build future capability by advancing our understanding of behaviour change in relation to food and the wider food system”. A headline activity is to “pilot and evaluate the use of selected behaviour change models in real FSA projects”.

A. THE SPECIFICATION

Tenders are invited to carry out a package of work for the design, implementation and delivery of five behavioural trials to support policy making. The five areas are:

- 1) increasing good business behaviour for people with **allergies**;
- 2) increasing uptake of **CalorieWise** among businesses in Northern Ireland;
- 3) increasing online **registration** of food businesses;
- 4) improving **handwashing** compliance to reduce the spread of foodborne disease
- 5) increasing **whistleblowing** in food businesses

Background

Having spent 2018-19 building capacity in behavioural science and engaging with colleagues across FSA to source ideas for potential interventions, the Social Science team have co-developed 5 proposals to develop and test interventions to change behaviours among various stakeholder and audience groups.

The information below provides a summary on what each of 5 trials aim to evaluate. The successful tenderer would be required to develop the trial parameters, and to implement and evaluate the following behavioural trials for intervention:

¹ <https://www.food.gov.uk/sites/default/files/media/document/FSA-Strategic-plan-2015-2020.pdf>

² [https://www.food.gov.uk/sites/default/files/media/document/scistrat%20\(2\).pdf](https://www.food.gov.uk/sites/default/files/media/document/scistrat%20(2).pdf)

Allergies

Introduction

We have found that food businesses may lack awareness about the risks of allergens and may be overconfident about the likelihood of an allergic reaction. Given their belief in the small incidence rates and low risk, food businesses believe catering specifically to people with different allergies is costly. As a result, food business often believe blanket precautionary messages are sufficient to warn consumers about possible allergens in food.

Consumers may interpret the presence of blanket precautionary messages as an indication that business are unable to give good information. This could lead consumers to be less confident asking about allergen information, particularly if the setting is busy and asking could create burden. One solution to this may be to create a new default of having staff ask all customers whether they suffer from any known allergies, this alleviates the risk to consumers, whilst still protecting businesses. This can only use a small fraction of effort on behalf of staff at food businesses but may instil a halo effect where consumers with allergies perceive a company willing to help allergy sufferers.

Aim

Research Question

Does shifting the responsibility of allergens to food businesses and creating a new default of having food business staff ask all consumers about any allergic diseases, increase consumer's confidence and trust in the business?

Alternative hypothesis: Creating a default of food business staff asking all consumers about any known allergic diseases can increase consumers' confidence and trust.

Null hypothesis: There is no difference in consumers' confidence and trust for businesses who ask all consumers about allergic diseases, compared to businesses where the burden of identifying a food allergen falls to consumers.

We want to evaluate whether having all members of staff ask all customers if they have any allergies, or want any information about allergies, as a matter of course, will increase customer's confidence and trust.

Method

We propose testing our hypothesis with a single-blind randomised-controlled trial with food business being randomly allocated to either a treatment or control group (current business practice), in a 1:1 allocation ratio. We would ideally evaluate this trial by collecting data from consumers pre- and post-treatment to assess impact on confidence and trust in the business. This could be implemented using a short paper survey which businesses would distribute and return to FSA. We would need to recruit the food businesses, design the short survey, plus materials or training for the business may be required.

Sample

We would need to recruit food businesses from across the UK. In order to produce robust results, it would be desirable to use random sampling methods, and perhaps to stratify the sample population (perhaps across variables such as consumer traffic, staff size and location) to ensure results are generalisable to the population.

CalorieWise

Introduction

CalorieWise is a voluntary scheme administered by FSA NI to encourage businesses to implement calorie labelling on menus and to provide healthier options for consumers. CalorieWise is currently championed by Environmental Health Officers (EHO's) from each Local Authority (LA). The current take-up of CalorieWise is low, and we are seeking to rectify this. We have identified potential factors:

- Businesses view the scheme as of relatively low priority
- Businesses see little benefit to participation due to limited perceived consumer demand
- Businesses are concerned that customers may see calorie information as off-putting, losing them business.
- Businesses lack the time, confidence and expertise to implement CalorieWise (which requires use of MenuCal software).

We do not know the weighting of each factor and further research is required to identify the weightings and integrate the findings to produce an effective treatment. We want to intervene on these particular factors in a complex intervention plan, implemented in a simple campaign by EHO's and LA's.

Aim

Research Question

Would a campaign that makes participation easier and highlights the value of CalorieWise, through case studies of food businesses that have gained CalorieWise certification increase the uptake of the CalorieWise scheme?

Alternative hypothesis: Creating a campaign to increase the value of CalorieWise will increase the uptake by food businesses.

Null hypothesis: A campaign will not increase the uptake by food business compared to the current process.

We want to increase the uptake of CalorieWise by businesses and hypothesise that this could be achieved by a campaign that makes participation easier and increases the value of CalorieWise through case studies about food businesses which have gained CalorieWise certification.

Method

We propose testing our hypothesis by producing promotional videos with CalorieWise businesses and working with EHO's to devise campaign materials to test with Local Authorities. We propose using a single-blind randomised controlled trial, with businesses allocated to either a control (current

CalorieWise scheme) or treatment group in a 1:1 allocation ratio, using propensity-score matching to ensure robust results.

It would be ideal to complete interviews and surveys with business to perform a behavioural diagnosis, prior to the designing the campaign and implementing the intervention. This would be conducted with participants who are enrolled in the CalorieWise scheme, and those who have not, to understand their motivations, experiences and reflections. The results can also be used to help inform on the weighting of the different factors, which can be integrated into the campaign

Sample

Potential sample population would be using food business in Northern Ireland who have not currently signed up to the CalorieWise scheme. We propose randomly sampling from the FBO population and attempt to match the population as best we can in order to produce robust results.

Registration

Introduction

We have found businesses may be unaware of the requirement to register with their Local Authority (LA), or be aware but deprioritise it, as the benefits are not widely recognised, but instead often linked to inspections which have strong negative associations for some businesses. Moreover, the cost of non-registration is not perceived to be very high, as LAs tend to opt for a light-touch response when encountering non-registered businesses. Some businesses actively resist registering as a result (and may be non-compliant in other areas as well). We want to test whether we can optimise the registration process to try and reduce the number of unregistered food businesses. We believe a default process where food businesses are automatically directed to register online with the local authority Register a Food Business (RAFB) Service, post-completion of a form from a LA or from another Government department (such as Companies House), can reduce the number of food businesses failing to register. This can help to increase traffic to RAFB, moving from parallel registrations with multiple government departments to a more streamlined process. This should reduce the burden on food businesses to remember and plan to register, and instead promotes the value of the registration when the utility is already high.

Aim

Research Question

Does automatically redirecting self-identified food businesses increase the number of registered food businesses?

Alternative hypothesis: Automatically redirecting self-identified food businesses will increase the number of businesses registered with the FSA, compared to the current registration process.

Null hypothesis: Automatically redirecting self-identified food-businesses will not increase the number of registered businesses in the FSA, compared to the current registration process.

We want to test whether a default process, where businesses are automatically redirected to register with the FSA, will increase the number of registering businesses. We propose the number

of registered businesses over the reduction in missed businesses as we acknowledge that the number of missed businesses is not possible to measure.

Method

We propose testing our hypothesis using a quasi-experimental design, where FBO's are automatically directed to register with the FSA, once they complete an online registration form (from a LA or from another Government department, e.g. Companies House). We would envisage the treatment to also include messages that clarify how registration is a requirement for all new businesses. We would propose trialling with the 15 LAs which have digitised their registration process, matched against a control group, who will need to be briefed to get buy-in. We also want to map the journeys of new businesses and well as businesses under new ownership, to identify the different digital touchpoints and the associated web-traffic.

Each of these 3 proposals (Allergens, Caloriewise and Registration) were generated from a number of cross-FSA behavioural workshops using the BASIC framework³. This provided a longlist of issues where behaviour change thinking might help. We worked with the ACSS Behavioural Science Working Group⁴ to prioritise these into a shortlist of trial intervention ideas. Following this, we commissioned the design of potential interventions. This involved: interviews with key FSA staff including in policy teams for all relevant work areas; conducting literature reviews; applying a behavioural framework to existing evidence to identify barriers to and enablers of the desired behavioural outcomes; and refining these into proposals for intervention studies. **Please find attached in ECMS/Bravo.**

Handwashing

Introduction

Based on previous work⁵, we have found the biggest barriers to food handlers preventing norovirus from spreading seem to be knowledge and skills related to handwashing and gloving. There was evidence of Motivational barriers, for instance, habits were shown to be a significant factor as a barrier to implementing handwashing policy. There was also evidence for the effects of Environmental barriers and Social influences, for instance, some staff were assured that they were washing their hands because they were washing up dishes, believing the two behaviours as equivalent. This work was extended in collaboration with Harvard Business School who developed proposals for behavioural interventions. Harvard Business School identified that incentivising the behaviour can also increase the likelihood for handwashing compliance. **Please find attached in ECMS/Bravo.**

Aim

Research Question

³ https://read.oecd-ilibrary.org/governance/tools-and-ethics-for-applied-behavioural-insights-the-basic-toolkit_9ea76a8f-en#page44

⁴ [ACSS Behavioural Science Working Group](#)

⁵ <https://www.food.gov.uk/research/research-projects/food-handlers-and-norovirus-transmission-social-science-insights>

Does training and reinforcing handwashing behaviours improve handwashing knowledge and handwashing behaviours?*

**We generalise for handwashing behaviours, as we have not currently specified the outcome measure this trial is optimised for and will need to discuss and specify this before the trial is conducted.*

Alternative hypotheses: Training and reinforcing handwashing behaviours increases the likelihood for staff to engage in handwashing behaviours, compared to current practice.

Null hypothesis: Training and reinforcing handwashing behaviours does not increase the likelihood to engage in handwashing behaviours, compared to current practice.

We want to test whether a handwashing and gloving education training (where food business staff are given training on how to wash their hands and education on the salience of outcomes) and reinforcement intervention (to persuade handwashing behaviours and to reinforce the behaviour to increase likelihood of compliance) with food business operators will reduce transmission or norovirus and benefit food safety more generally. We have not specified a behavioural outcome measure, and this will need to reflect the construct we are trying to operationalise, in a reliable format.

Method

We propose testing our hypothesis by trialling an SMS campaign where food business staff are sent educational training campaign (of instructions on how to wash their hands, to improve their handwashing skills). Staff may also be sent educational information on the outcomes of handwashing to increase the salience of the outcome. We propose that we would also test knowledge of the behaviour through quizzes delivered also by SMS-messages. This could all be summarised to a manager to monitor results and possibly to deliver feedback. The handwashing messages and quiz would need to be designed and trialled with volunteer food businesses including a control group.

Sample

We propose randomly sampling from catering and/or restaurant staff at FBO's from across the UK to ensure a representative sample population, as well as to produce robust and generalisable findings.

Whistleblowing

Introduction

Currently, we are working with the National Food Crime Unit (NFCU) and a contractor (ICF) on how to increase the volume and improve the quality of food crime intelligence reported to the NFCU, which has involved a literature review and stakeholder interviews (2018) and ongoing surveys and interviews with food establishments (2019). We do not have any formal proposals informed by the current study, but we would seek input to integrate these findings to inform a future intervention.

Aim

Based in the forthcoming research findings (due September 2019) we intend to design proposals for intervention designs.

Project Management

The programme of work will be overseen by the FSA project manager (Alice John). Each of the individual workstreams will be supported by a member of the Social Science Team who will liaise closely with the relevant FSA Policy teams. Additional advice and support will be provided from the joint FSA / UCL Research Fellow (Kris Patel). Outputs (design protocol, fieldwork instruments, research reports) will be peer reviewed (for example, by an external academic and the Trial Advice Panel⁶).

The Research Team

Tenders are invited from teams with demonstrated experience of:

- Clearly identifying behavioural outcomes, target populations and evidence / theory-based mechanisms of action
- Clearly identifying practical experimental or quasi-experimental intervention study designs and details of intervention content, project materials and study sample recruitment and retention
- Implementation of trials and data collection
- Evaluation of trial results with recommendations on what might rolled out

Outputs

A full report of each of the trials is expected, including methodology (research design and analysis). A 1-3-25 format is preferred, with annexes as necessary. We would expect that outcome measures are properly identified in discussions with FSA. Outcome measures should reflect strong construct validity and high reliability. It is expected that all trials are adequately powered, with sample-sizes inflated for any foreseen issues of attrition. We have proposed some suggestions for recruiting an appropriate sample population, and we would expect that the sample matches the population, with such assumptions tested in the evaluation stage. We would anticipate that research designs are appropriate for the inquiry, with adequate steps taken to ensure robust results are obtained.

Ethics

Tenderers are expected to consider ethical implications for each of the trials and whether there is the risk of any adverse or harmful effects, for example, using the Government Social Research Ethics Guide.⁷

Data Security

Once appointed, tenderers are required to complete a GDPR and security checklist.

Timetable

⁶ <https://www.gov.uk/government/publications/the-cross-government-trial-advice-panel-update-report>

⁷ https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/515296/ethics_guidance_tcm6-5782.pdf



Tenderers are invited to outline the timetable for delivery of trials by March 2020 including milestones for delivery.

Annex 3

Technical Proposal & Charges (Revised following post tender discussions)

LEAD APPLICANT'S DETAILS							
Surname	██████████	First Name	████	Initial	B	Title	Mr
Organisation	Kantar	Department	Behavioural Practice				
Street Address	4 Millbank						
Town/City	London	Country		Postcode	SW1P 3JA		
Telephone No	██████████	E-mail Address	████████████████████				
Is your organisation is a small and medium enterprise . (EU recommendation 2003/361/EC refers http://www.hmrc.gov.uk/manuals/cirdmanual/cird92800.htm)					No		
TENDER SUMMARY							
TENDER TITLE							
Behavioural Change Field Trials							
TENDER REFERENCE	FS307025						
PROPOSED START	[12/11/2019]	PROPOSED END	[04/2020]				

1: TENDER SUMMARY AND OBJECTIVES

A.TENDER SUMMARY

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

Kantar's Behavioural Practice is pleased to submit this proposal for trialling and designing behavioural interventions. The team we propose has significant relevant experience and expertise, both in working with the FSA (most members were closely involved in delivering the initial proposals that underpin these workstreams), and in engaging businesses to support with complex, long-term behaviour-change projects (e.g. appliance manufacturers, estate agents, construction firms, retailers, fulfilment centres). This experience will be vital here. The interventions will be delivered by partners, in a real-world setting, with potential impacts on working practices and/or customer experiences. This presents numerous challenges in terms of engagement, management and design; the way we work with you and address these challenges will be significant determinants of this project's success.

In the proposal below, we outline two trial designs. One is based on our initial work, supplemented by more detailed thinking (the design for Handwashing is based on information contained in the ITT and discussions with the FSA team). An overview of the trials is as follows:

- **Allergies:** matched pairs cluster randomised trial, stratified by FBO where the intervention is delivered by food business staff; outcomes measured via a tablet survey for customers, administered at the point of sale.
- **Handwashing:** a matched pairs cluster randomised trial, stratified by FBO with the intervention delivered through participating food businesses; behavioural outcomes measured via a video recording of handwashing and an online survey.

These proposals are based on what we know already, and some assumptions about what will be possible. However, there are some details that still need to be confirmed, and aspects that require input from other parties, so we will need to work closely with you throughout to ensure the designs are as effective as possible.

We are confident that our prior experience of working with you, our expertise in engaging businesses and managing complex studies, and our capabilities in trial design, will allow us to finalise the most reliable and feasible trials, and deliver

these effectively to provide you with the evidence of impact that you need.

We very much look forward to the opportunity of continuing to work with you on this important project.

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

OBJECTIVES

Please detail how your proposed work can assist the agency in meeting its 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	<ul style="list-style-type: none"> • Objective: finalise the design of each workstream trial • Proposal (per workstream): • Inception meeting with the FSA team and stakeholders to clarify objectives, expectations and approach • Initial engagement with external stakeholders to understand what support and involvement is feasible, how the trial setting (e.g. customer footfall, businesses inspected, staff numbers) will affect delivery, and potential timings • Internal workshop to calculate sample sizes and discuss details • Workshop with FSA stakeholders to share and discuss next steps
2	<ul style="list-style-type: none"> • Objective: engage partners to support trial delivery • Proposal (per workstream): • Initial contact from FSA teams where possible and necessary • Ongoing liaison from Kantar team to brief partners, work through logistical issues and ensure they are ready to support the trial
3	<ul style="list-style-type: none"> • Objective: trial interventions in each workstream • Proposal: • Allergies: matched pairs cluster randomised trial, stratified by FBO where the intervention is delivered by food business staff; outcomes measured via a tablet survey for customers, administered at the point of sale. • Handwashing: a matched pairs cluster randomised trial, stratified by FBO with the intervention delivered through participating food businesses; outcomes measured via a video recording of handwashing behaviour and an online survey. <p>i.</p>
4	<ul style="list-style-type: none"> • Objective: produce draft and final reports for each workstream • Proposal: • Meeting with FSA to agree format and emphasis • Draft versions for comment by FSA • Finalise versions in collaboration with the FSA

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.

Your requirement

The FSA has a strategic objective to use behavioural insights and behavioural science to understand the varied stakeholders in the food system and to design and implement interventions that will support positive change and spread good practice. 2018 and early 2019 saw work with internal colleagues to identify priority policy areas that might benefit from a behavioural science approach. Kantar's Behavioural Practice was then commissioned to develop proposals for interventions and trial designs in one of the areas outlined in this brief: provision of allergy information; (we also did work on the take-up of CalorieWise; and registration with the FSA as a food business, but they are not being progressed to trials at this time). The FSA now wishes to follow through on this and conduct field trials of interventions in this area, plus one other that was also identified through earlier work as having potential for interventions: improving handwashing compliance.

[REDACTED]

Having said this, we recognised at the time that conducting these field trials would be difficult, and that there are numerous issues and factors that would need to be addressed and taken into account. This view remains: these trials will be logistically and methodologically challenging, in terms of liaising with partners to conduct them and designing approaches to deliver robust results. In light of this, we believe that our prior involvement in this workstream, together with the Practice's expertise and experience, makes us extremely well placed to implement and evaluate these trials, and we look forward to the opportunity of working with you on them.

Outline of trial designs

As the ITT outlines, each of the trials will be independent, involving different methods and different participants; but together they constitute a single programme of work. We therefore outline our proposed approach to each one separately, followed by arrangements for managing the programme as a whole. It is important to note at this stage that the final, detailed specification and protocol for each trial will need to be developed and agreed in collaboration with your policy area specialists, in light of more detailed information that they (and other partners) will be able to provide. We have indicated where such information will be required in the outline discussions below.

1. Allergies

Trial aims and objectives

This trial will involve staff in select outlets from three medium- or large-sized national food business operators (FBOs) asking customers whether they suffer from any food allergies/intolerances, or want any information about allergens, before a purchase is made.

This intervention is expected to: normalise the issue; remove any lack of confidence or willingness to ask about allergies on the part of the customer; and potentially create a 'halo effect' for all customers.

Agreed trial approach

This trial will take the form of a matched pairs cluster randomised experiment, stratified by FBO. Five pairs of outlets - matched to block potential confounding factors such as footfall, location and customer satisfaction survey outcome

measures⁸ - per FBO will be included in the experiment. One outlet in each pair will be randomly allocated to the test group, while the other will continue to operate as normal. Pair matching has been shown to increase efficiency of sample size by reducing variance between clusters⁹.

To successfully execute this experiment, we will need to complete the following five steps.

(i) Successfully recruit businesses into the trial

Following the initiation teleconference, Kantar provided FSA with a list of preferred FBOs. Our list was based on desk research to identify a few FBOs from different categories (dine-in, take-away, coffee shops) with: sufficient outlets to enable the selection of n=10 branches in each for participation; sufficient outlets to enable adequate matching; and no default provision of allergen information at the point-of-sale.

The communications division at FSA is currently exploring existing relationships with these businesses to facilitate recruitment. Following feedback from FSA on the FBOs most suited to recruitment, Kantar will engage chains to secure their participation in the trial. Chains will be engaged via an invitation email containing a trial summary document, followed by a telephone call. In the trial summary document, we will outline: trial objectives; rationale; requirements from the chain; and benefits for the chain. This will also contain some FAQs addressing potential barriers to participation for each chain. We will also provide a telephone number and email address for our team contact, who will be available to answer any technical questions about the trial.

(ii) Randomly allocate outlets to test and control groups

Following recruitment, we will collect key information on the FBO outlets - including footfall, FHRS scores, customer satisfaction survey scores and potentially location – and select five pairs per business, matched according to this information. In each matched pair, one outlet will be randomly allocated to the test group, while the other will be allocated to the control group. In the test outlets, staff will deliver the intervention, while staff in control outlets will continue to follow the business's usual practice.

Both test and control outlets will measure outcomes using a customer survey, the contents of which will be outlined in greater detail in Point (iv).

We suggest that survey data collection also occur prior to the intervention's implementation across branches. The benefits of this data collection are twofold: it will serve as a benchmark to monitor employee delivery of the intervention; and will help to increase the experiment's statistical power when included in analysis.

(iii) Take steps to ensure that those in the test group are able and motivated to deliver the intervention

We will ask the head office of each business to instruct managers in the test and control groups appropriately. Managers in the test groups will need to brief their staff on asking the agreed question about allergies. They will also need to remind their staff to do these tasks on a weekly basis.

The initial plan for this workstream included a short online survey (sent out by the head office) to collect self-reported data from employees about how/if they asked customers about allergies, thus seeking to ensure staff compliance with the intervention. However, our view is that a survey from the head office that asks staff such questions is likely to yield a spuriously positive response not reflective of actual compliance. Hence, we recommend the use of two other compliance checking methods.

The first method is the inclusion of a question in the customer survey asking whether they had been asked about allergies. We expect to see a large increase in customers reporting positively in the test group once the intervention starts, and very little change in the control group at the same time. If this is not the case, it would suggest staff are not asking customers about allergies.

The second method involves two visits to each outlet in the test group by one of Kantar's face-to-face interviewers. These visits will not include any mystery shopping survey data collection; however, each interviewer will monitor rates of staff compliance and will subsequently provide a daily report to the Kantar team (outlining the proportion of cases in which the intervention was delivered). This report will be cross-validated against the survey data: interviewer accounts of intervention delivery will be compared against the results of the customer survey relating to intervention delivery (during their period of attendance at the stores).

Additionally, we recommend the use of an incentive to maximise employee participation and engagement in the trial. To this end, we have costed for the distribution of fifteen cash prizes (each worth £300) for the trial group and fifteen cash prizes (each worth £200) for the control group.

⁸ If made available to us

⁹ Rutterford, C., Copas, A., & Eldridge, S. (2015). Methods for sample size determination in cluster randomized trials. *International journal of epidemiology*, 44(3), 1051–1067.

At this stage, our recommendation is that every branch in the trial group that achieves: at least 1,000 customer completes of the survey; and 70% of the customers who answer the survey say they were asked about allergies gets allocated a prize. For the control group, we recommend that every branch that achieves at least 1,000 customer completes on the survey gets allocated a prize. (However, these figures may be adjusted upward or downward based on customer footfall.)

We will work with head offices to administer the prizes.

(iv) Enable all businesses to measure impacts on customers

The impact of this intervention will be measured in a short customer survey, which will be administered following the completion of the transaction. We anticipate the survey asking up to six questions, with two outcome measures:

- **Primary outcome measure:** How confident they are that the food they received is safe (scale of 1-10)
- **Secondary outcome measure:** Trust in the business as an FBO responsible for the sale of food (scale of 1-10)¹⁰
- Do they have any allergies/intolerances?
- Were they asked about allergies/intolerances?
- (optional) Sex
- (optional) Age

Questions 1 and 2 are the primary and secondary outcome measures, respectively.

Question 3 will allow us to measure outcomes among those with and without allergies to capture any 'halo effects' that may occur. It will be phrased as a variation of a relevant question in FSA's **Public Attitudes Tracker**: 'Do you or anyone that you regularly eat out with or buy food/drink for, have food allergies or intolerances?'

Question 4 will measure whether the intervention was delivered.

(v) Enable them to report data back to us reliably and easily.

While our response to the ITT specified the use of pen and paper interviews (PAPI), we recommend the use of self-completion tablet-based surveys. The rationale for the use of tablets is fourfold: in our experience, they yield higher response rates for in-situ surveys than PAPI surveys; they ensure cleaner data; they enable active monitoring of completions throughout fieldwork; and they are likely to minimise the burden of survey administration on chains.

Each tablet will be securely positioned in-store, with technical assistance for staff provided by Kantar's support line.

Other considerations

Fieldwork period

It is difficult to determine the length of time required for fieldwork without the finalisation of the recruitment of the chains. However, given the high footfall of large chain stores, we anticipate that a fieldwork period of approximately two months¹¹ should suffice. This estimate is based on the following assumptions (please note: these are indicative only, as they are based on a large chain – numbers will be updated following engagement with the chains' head offices):

- **Customers per week (per outlet):** 3,333 customers per week¹²
- **Allergy or intolerance prevalence:** Approximately 10% of customers are likely to have an adverse reaction to food (including diagnosed allergies, undiagnosed allergies or intolerances)¹³
- **Survey response rate:** 1-2%
- **Approximate total sample size range (per outlet):** n=625-1,250¹⁴

Progress throughout fieldwork will be monitored on a biweekly basis. Weekly updates will be provided to FSA, allowing us to make an informed joint decision about the length of fieldwork required.

¹⁰ For questions 1 and 2, we recommend that the survey not include any 'don't know' response options. Our experience administering self-completion surveys suggests that display of these options artificially inflates the proportion of those who indicate that they 'don't know' how to answer such questions, while the exclusion of these questions will not affect response rates for such a short survey.

¹¹ including the pre-intervention data collection

¹² Bowers, S. (2012) *Costa Coffee attracts nearly 4m customers a week*. Accessed 2/10/2019 from <https://www.theguardian.com/business/2012/dec/11/costa-coffee-sales-starbucks>

¹³ However, the Association of UK Dietitians have said that 'as many as 20% of the population experience some reactions to foods which make them believe they do have a food hypersensitivity' ([BDA Food Fact Sheet](#)).

¹⁴ Assuming a two-month fieldwork period, full day fieldwork, equal footfall across outlets

Statistical power

It has been recommended that statistical power calculations ignore stratification, in the interests of conservativeness.¹⁵ This approach will be applied in our final power calculations.

With the uncertainty around cluster characteristics, as well as covariates included in our final model, we are not able to perform meaningful power calculations at this juncture.

While we appreciate that effect sizes for this experiment are likely to be low, we believe that the large sample size will be able to detect any change treatment effect. Further, a matched paired design - involving accurate pairing of outlets - will help to increase the statistical power of this experiment.

Agreed trial deliverables

For the *Allergies* trial, Kantar will be responsible for the following:

- Drafting the survey;
- Scripting the survey;
- Providing the tablets to branches;
- Providing technical support for the tablets;
- Managing the prize draw;
- Drafting the analysis plan;
- Data collection and analysis; and
- Reporting.

Both FSA and Kantar will collaborate to:

- Engage with, and recruit the FBOs;
- Finalise the survey; and
- Finalise the analysis plan.

2. Handwashing

Trial aims and objectives

The intervention to be tested is an educational campaign for staff from three medium- or large-sized national FBOs (different to those recruited for *Allergies*), with instructions for how to wash hands and information on the outcomes of handwashing. This campaign is expected to improve handwashing behaviours by increasing knowledge and salience.

There are two outcomes associated with this intervention: one primary and one secondary. The primary outcome is the occurrence of handwashing (compliance); and the secondary outcome is retained knowledge of 'best practices' in handwashing.

Agreed trial approach

An experimental design similar to *Allergies*' is recommended. This will take the form of a matched pairs cluster randomised experiment, stratified by FBO. Two pairs of outlets - matched on footfall, FHRS scores, number of employees and potentially location - per FBO will be included in the experiment.

To successfully execute this experiment, we will need to complete the following four steps.

(i) Successfully recruit businesses into the trial

This step will occur in a similar manner to *Allergies*. Kantar will work with the FSA's partnership agency to identify and recruit most suited for the trial, Kantar will engage chains to secure their participation in the trial. Chains will be engaged

¹⁵ Eldridge S, Kerry S. (2012). *A Practical Guide to Cluster Randomised Trials in Health Services Research*. Chichester. UK: Wiley, 2012.

via an invitation email containing a trial summary document, followed by a telephone call. As for *Allergies*, the trial summary document will contain: trial objectives; rationale; requirements from the chain; and benefits for the chain. This document will also contain some FAQs addressing potential barriers to participation for each chain. We will also provide a telephone number and email address for our team contact, who will be available to answer any technical questions about the trial.

(ii) Randomly allocate outlets to test and control groups

Once chains are recruited for the trial, we will collect key information on the outlets and select six pairs matched according to this information. In each pair, one outlet will be randomly allocated to the test group, while the other will be allocated to the control group. In the test outlets, staff will receive the training materials, while the control will continue to follow the business's usual practice.

(iii) Create the training materials

Kantar, along with FSA, will co-develop the handwashing training materials, based on a literature review of academic content available on this.

(iv) Disseminate the training materials

As suggested by the Harvard Business School team, an SMS education/incentivisation campaign appears to have the potential to drive behaviour change. Wider evidence and experience suggests that if the campaign is to be successful, it needs to promote *retention* of knowledge of how to wash hands effectively that is *prompted* by appropriate cues. The campaign is likely to be most effective in this sense if it involves interaction as well as instruction and is iterative (i.e. provides information in chunks, repeatedly, over time).

Given this evidence, the training materials will be disseminated in two or three different 'chunks'. Employees in test locations will receive invitation SMSs containing a link to an online training portal, which will house the content for each training session. While the training materials are still to be developed, we anticipate that they will include:

- **Introduction and key stages in hand washing** – What is the process? How often/when is it needed?
- **Consequences of not washing hands properly** – Why is hand washing important? What are the consequences of contamination?

We recommend a distribution model in which the SMS invitations are sent to outlet managers for them to forward to their employees (via SMS or another messaging platform, e.g. WhatsApp)¹⁶. Such an approach will increase engagement with, and participation in, the training. Further, if Kantar were to receive employees' mobile numbers to send the SMSs, it would constitute collection of personal data and would require stringent data protection measures to be put in place for the transfer, storage and use of these contact details. However, should the FBO prefer that Kantar delivers the messages that link to the training portal, we can carry this out.

For this trial, as for *Allergies*, we recommend the use of a prize draw to incentivise employee participation in the trial. With this in mind, we have costed for twelve cash prizes (each worth £250). As a preliminary suggestion, we recommend a prize for every branch that gets at least a 90% response rate for the training content and the survey.

(v) Clearly measure outcomes

To operationalise the compliance outcome measures, we recommend an approach in which the handwashing behaviours of employees in both test and control outlets are video-recorded across two week-long periods (pre-intervention and post-intervention¹⁷). Cameras will be positioned to only capture individuals' hand washing behaviours: faces will not be captured.

These videos will then be manually reviewed and 'scored' on the frequency of handwashing behaviours. This approach conflates the methodologies of two handwashing studies: the approach to video recording used by Armellino et al.¹⁸; and with the approach to 'scoring' used by McAteer et al.¹⁹

The hypothesised behavioural treatment effect of the intervention would be: an increase in the frequency of handwashing following training; We recommend an approach in which several observer ratings are 'rescored' by a second observer, and inter-rater reliability is evaluated to ensure quality. Further, we suggest excluding the first day of filming from any 'scoring' to control for the Hawthorne effect: this will have a secondary benefit of allowing us to review footage from the first day to

¹⁶ Kantar will actively remind managers to ensure their active engagement in the trial

¹⁷ Matched to ensure that the filming periods occur on weeks with similar projected footfall and staff rostering

¹⁸ Armellino D, Trivedi M, Law I, et al. (2013). Replicating changes in hand hygiene in a surgical intensive care unit with remote video auditing and feedback. *American Journal of Infection Control*; 41, pp. 925-927.

¹⁹ McAteer J et al. (2008), Development of an observational measure of healthcare worker hand-hygiene behaviour: the hand-hygiene observation tool (HHOT); *J Hosp Infect*, doi:10.1016/j.jhin.2007.12.009

ensure cameras are optimally positioned.

The secondary outcome – retained knowledge of ‘best practice’ handwashing behaviours - will be measured using a short online survey. This survey will be administered in a manner similar to the training modules: an invitation SMS containing a hyperlink to the survey will be sent to store managers; these managers will, in turn, forward this to the employees of their store with an instruction to complete it. As such, the hypothesised treatment effect would be better knowledge among those exposed to the online training materials. As in the Allergies trial, should the FBO prefer that Kantar sends out the link to the training content, we can take that on.

Other considerations

GDPR

GDPR is a key concern in this experiment’s design. While the videos of individuals will focus on their hands, they nevertheless constitute personal information; therefore, all participating employees need to be made aware of the recording. There will also need to be clear protocols in place for data: processing; minimisation; storage; retention; and destruction outlined. These will be developed by Kantar in collaboration with FSA, but an overview of our recommendations can be found in the risk management section.

Should an employee in any of the participating food business branches not agree to being filmed when washing their hands, Kantar will take appropriate steps to ensure we adhere to this – the measures will need to be discussed with the food business before we finalise the way forward.

Fieldwork period

The sample size and fieldwork length will be determined by the number of participating chains, and the size of each chain. As in the *Allergies* experiment, we will engage three chains covering different types of food business; this will improve the generalisability of the results.

Statistical power

As for *Allergies*, we are unable to accurately calculate the statistical power of this trial until we engage with the FBOs. However, given that the sample size is likely to be small for this experiment, we recommend the collection of pre-trial data. With that said, we expect that this trial will only be able to reliably detect large effect sizes.

Agreed trial deliverables

For the *Handwashing* trial, Kantar will be responsible for the following:

- Securing employee consent for participation in the experiment;
- Drafting and sending SMS invites for the training;
- Scripting the online training programme;
- Drafting the analysis plan;
- Data collection (including video data), coding and analysis;
- Managing the prize draw;
- Secure data storage and destruction; and
- Reporting.

Both FSA and Kantar will collaborate to:

- Develop the content for the training programme
- Engage with and recruit the FBOs; and
- Finalise the analysis plan.

Engaging partners

Both trial designs outlined above will require support from external partners to deliver the intervention and/or provide information: Allergies and Handwashing will need it from food businesses; These partners will need to make changes to their practices, collect data for the trial, and/or provide information about their staff; and in the Allergies trial the intervention will affect customer experience. Engaging partners to do this, and then monitoring them as they do it, may be challenging.

In the Allergies and Handwashing proposals, we have recommended engaging businesses within chains, via the head office, rather than individually. This is the most efficient approach to recruiting businesses at scale, since permission from head office will be needed anyway, and this allows the head offices to instruct the branches on our behalf. In our experience, the most effective incentive for businesses to take part in studies such as this (or other intensive methods such as observational case studies), is to see a benefit to their individual business (ideally) and/or to their sector as a whole.

In this instance, we feel that the greatest benefit to an individual business may be publicity of the fact that they are taking part in a trial to improve allergen information or handwashing practice – either publicly or within the FSA. In our trials work with appliance manufacturers for BEIS, the brands who are supporting us by changing the materials inside their products are keen to maximise the PR opportunity (after the trial has completed), as the trial is ‘in a good cause’ (improving product recalls). We would be keen to discuss with you whether a similar offer can be made to partners in these trials, and if not to ensure that their involvement is known and appreciated within the FSA.

We have also outlined methods for monitoring partners as they deliver the interventions, and for maximising reliability/accuracy: field visits by Kantar field staff and inclusion of a question on the delivery of the intervention in the customer survey in the Allergies workstream. Again, support and reminders from head office / team leaders will help drive continuous and reliable delivery, and we will work with partners at these more senior levels to facilitate this, as well as engaging at the delivery level.

We are confident that our experience of engaging with businesses and other partners to deliver projects such as these will give us the best possible chance of securing their involvement and support. However, it is likely that the FSA will also need to be involved at some level, to lend credibility to the study, to show appreciation (as noted), and/or to leverage existing contacts. We expect to work alongside the FSA’s partnerships agency to manage the recruitment and monitoring of partners but will want to discuss how best to make use of the assets and opportunities we all have at our disposal.

B. 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

Our proposal for measuring the effect of the Handwashing intervention involves operationalising the behavioural outcome by video recording the handwashing of employees in the participating outlets (in addition to a measurement of changes in knowledge via an online quiz). This is an innovative method for measuring the likely outcomes of this campaign, adopting approach to video recording similar to that used by Armellino et al.

Likewise, engaging businesses to trial behavioural interventions in a live business setting, particularly where there will be direct impacts on customers, is unusual (although necessary in some of these trials). We have experience of engaging businesses to do this in work for the Office for Product Safety and Standards, the Better Regulation Executive and the Social Mobility Commission, and more broadly for the Health and Safety Executive and others, so we are confident in our ability to do this.

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.

The main steps in each of the trial workstreams would be as outlined under Objectives 1, 2, 3 and 4. Each workstream will differ in its detail.

Objective 1:

- Inception meeting for each workstream
- Project Initiation Document circulated
- Initial engagement with external stakeholders
- Prepare detailed trial protocol for each workstream
- Workshop with FSA stakeholders to discuss and finalise protocols

Objective 2:

- FSA teams make initial contact with trial partners where possible and necessary
- Kantar team follow up and begin to discuss options and details
- Ongoing liaison from Kantar team to brief partners
- Kantar produces final trial specification for each partner, detailing what is required
- Liaison between Kantar and FSA to ensure trial materials are produced and ready

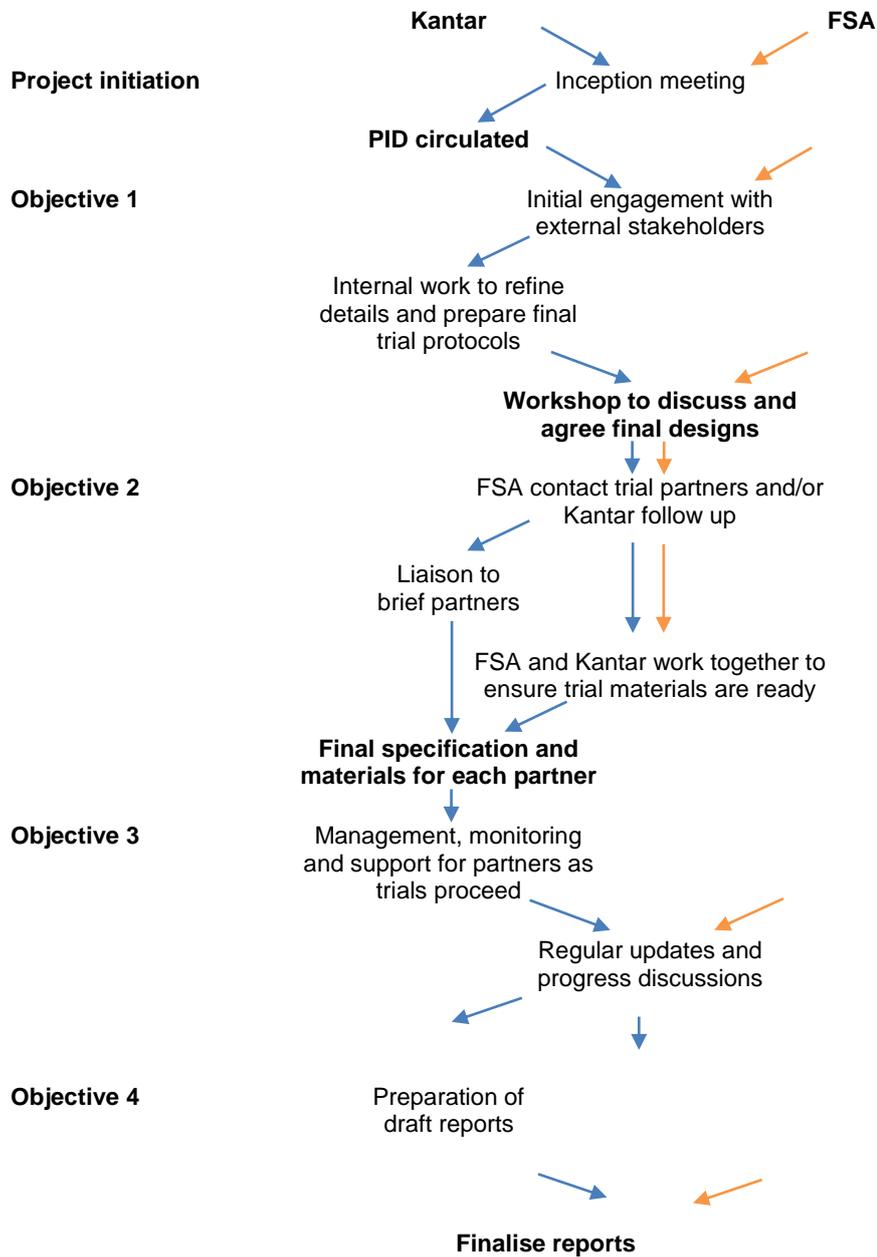
Objective 3:

- Ongoing management and monitoring to ensure trials proceed as planned
- Regular updates to FSA
- Data collection and analysis
- Share topline summary findings

Objective 4:

- Preparation of draft reports
- Finalise reports

A flow chart representing this plan, and the involvement of Kantar and the FSA is as follows:



•

[Redacted content]

B.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 Kantar

Named staff members, details of specialism and expertise.

[Redacted content]

[Redacted text block containing multiple paragraphs of blacked-out content]

B. 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.

Roles and days per workstream	
[Redacted table content]	

[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Total staff effort									[REDACTED] *

[REDACTED]

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.

We propose a single team to deliver both workstreams, to maximise consistency and continuity. The overall project director will be Rob McPhedran. He will have responsibility for the overall delivery and quality assurance of all elements and outputs and will be the key contact for the overall FSA lead. The project manager will be Priya Menon, who would ensure that all aspects are delivered to time and budget. She will be the key day to day contact for all FSA workstream leads. Peter Matthews will collaborate with Rob to finalise the trial designs and analyse of the resulting data. Lindsay Abbassian, Katie Thornton and Gurprit Dhillon will support Rob and Priya in managing stakeholder involvement in the trials. Ben Toombs will contribute time pro bono to advise on trial design and reporting; he will also be the first point of escalation if the need for this arises. As above we assume that Kris Patel will be involved at all stages as well (this would need to be discussed).

Members of this team recently worked on our proposals project for the FSA so are very familiar with the context and your preferred ways of working. The team will work across workstreams, to maximise efficiencies and cross-over; but each workstream will be delivered and treated independently, with separate liaison with each of your workstream leads. We believe this is the most appropriate team, on the basis of members' experience and skills; however, as one of the largest providers of social research to the UK Government, Kantar has numerous other behavioural experts who could join the team and/or replace one of the original members if need be, to ensure continuity and quality of delivery. We would of course discuss and agree any changes to personnel with you beforehand.

Kantar is known for delivering high quality research and consultancy which precisely meets our clients' needs. To achieve this, establishing close collaborative working relationships is critical. In our recent proposals work we adopted an agile approach, with numerous 'sprints' and opportunities for checking in and discussing progress and findings. We felt this worked extremely well, and we believe that it fitted with your preferred ways of working, so we expect to take a similar approach with these workstreams involving frequent face to face contact to discuss progress.

Once the workstreams are up and running, we will provide you with fortnightly email updates to summarise recent/upcoming actions or decisions, progress against timeline, and emerging risks and plans to address these. We will always be available to discuss these updates whenever you wish, either by phone or face to face (our offices are very close to yours). We will agree fixed points for reviewing progress. As standard we will ensure that all queries receive a response within 24 hours.

In summary, we envisage that the key stages and channels of communication with you will be as follows:

- A project inception meeting for each workstream between members of the Kantar and FSA project teams to refine the project scope and discuss working arrangements, followed by a Project Initiation Document (PID) recording the detail of what was agreed.
- Fortnightly progress reports across workstreams, followed up in person or on the phone as necessary.

- Pre-agreed meetings to discuss progress, co-create and co-design aspects, and agree next steps.

We are certified to ISO 20252, which covers project and quality management in a social research context.

Risk management			
Identified risk*	Likelihood of risk (high, medium, low)	Impact of Risk (high, medium, low)	Risk management strategy
<p>Timeline slippage. There are numerous actions to complete, and many aspects of the designs to finalise, before trials can be launched; and the length of trial needed to gather sufficient data is not yet agreed. Final delivery before end Mar 2020 likely to be challenging.</p>	High	Medium	<p>A mapping of the process for the updated trial design has been done to highlight completion beyond the contract end date (March 2020). Once trials are ongoing, we will provide frequent updates and regular check-ins so that you are fully abreast of progress. We have standard management systems in place to ensure these processes are followed. We have also proposed a single team to run both workstreams, for continuity and consistency of contact. This team is large enough to manage all workstreams, and all members will work across all of them.</p>
<p>Partner engagement. We will need to enlist support from external partners (food businesses) to deliver interventions. This is fundamental to the success of the trials but may be challenging given what is involved.</p>	Medium	High	<p>We have set out a series of approaches to engaging with external partners and have considerable experience of doing this. We will also work with the FSA to leverage your authority and contacts where appropriate. As with timing, we will discuss what is needed and what is feasible at the outset of each workstream, so that requirements are clear and engagement can be planned from the beginning.</p>
<p>Lack of power. The trials will lack statistical power to detect changes in outcomes if there are too few units in each group and/or the size of the change is too small.</p>	Medium	High	<p>We have proposed designs which will maximise the size of treatment and control groups, and in the case of Handwashing (where numbers are necessarily small), have proposed a design which mitigates this. At the outset, we will work with you and stakeholders to understand volumes/throughput and estimate how long each trial will need to run in order to generate the volumes required. We will also agree with you how large an effect is reasonable or expected. With this information, we will agree on suitable trial lengths and, if necessary, refine designs.</p>
<p>Expectations of deliverables. There are some unknowns at this stage, so there is a risk that the trials do not deliver the level of detail and/or significance that the FSA expects or requires.</p>	Low	High	<p>We have had multiple discussions with members of the FSA team on the different workstreams to agree the design of the trial and deliverables. We will be in close contact with you throughout the project, providing updates on progress and any emerging issues, so that we can agree together on how to address any changing requirements.</p>
<p>Video recording in the handwashing workstream may have data privacy implications through the inadvertent collection of personally identifiable information</p>	High	High	<p>Kantar have consulted with our data protection team and have put together a set of measures that will manage the risk:</p> <ul style="list-style-type: none"> • Video recording will only capture individuals washing their hands; faces will not be captured on camera • Cameras will be placed in public areas as far as possible – in kitchens/work areas rather than washrooms

			<ul style="list-style-type: none"> • Data will be transferred to Kantar by the supplier using Accellion • Kantar will put up a notice (where the camera is placed) that alerts people to the recording. Kantar have a global template that we will use and customise as required • Kantar will store the data on an exclusion drive and first review data for any personally identifiable imagery • If there is anything found, then it will be deleted (if possible) • Personally identifiable information will not be used in the client debrief report and will not be shared with the FSA • Data will be destroyed within 12 months of project delivery
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7. QUALITY MANAGEMENT

A. QUALITY MANAGEMENT

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

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

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

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

Our Quality Assurance policy is uploaded separately. We can confirm that we comply with the JCoPR requirements insofar as they relate to the study in question. These requirements are similar to those that we set for ourselves, as described in the Policy.

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

We do not foresee any ethical issues with this project – mobile telephone numbers may be supplied to us for the Handwashing workstream, which will be handled in the standard way (transferred securely and stored in our securely encrypted servers with access restricted to the project team, and permanently deleted once the project has completed). Video recording of handwashing behaviour will require consent from branches and measures have been put in place to avoid the collection of any personally identifiable information. We have sought to design trials which minimise burden on partners, and partners will work voluntarily and in full knowledge of the purpose and nature of the trials. There is no detriment to trial participants, whether they are in treatment or control groups.

However, if FSA identifies any issues we are more than happy to discuss these and implement appropriate plans. We frequently conduct research and consultancy in sensitive areas, so are well used to acting accordingly.

C. DATA PROTECTION

Please identify any specific data protection issues for this project and how these will be managed. Please respond to any specific issues raised in the Specification document.

Please note that the successful Applicant will be expected to comply with the Data Protection Act (DPA) 1998 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.

Kantar is a leading provider of research to government departments, financial institutions and many other organisations where the secure handling of sensitive or personal data is paramount. We apply the highest standards of information security to every aspect of a project to meet our ISO 27001 accreditation, including a range of measures to ensure that the risk of data loss is minimized. In summary:

Kantar UK Ltd is compliant with and certified to ISO 27001, the international Information Security Management Standard; We are registered under the Data Protection Act 1998;

We abide by professional codes of conduct established by the Market Research Society to ensure that all data are kept strictly confidential.

Data security is the responsibility of our Chief Information Officer, Neil Johnson, supported by specific departmental representatives who have responsibility for their individual departments and teams. Part of this responsibility includes ensuring that security and confidentiality is maintained on an ongoing basis.

Kantar's parent company, WPP, mandates its Data Code of Conduct that includes its IT and Cyber Security Policy throughout all its companies, including Kantar. Kantar also conforms to WPP's General Computing Controls (GCC) framework that is designed to meet IT control objectives relating to the confidentiality, integrity and availability of data and incorporating industry standard controls. WPP's IT Security Policy is reviewed annually and updated as necessary.

Our ISO 27001 system is fully transparent and we are happy to allow access to our information security manual, detailed procedures and working practices, risk management handbook and processes, and training materials to external auditors and/or authorised visitors upon a signed confidentiality agreement.

A full security plan will be provided before the start of the contract, but the key aspects of our data security policy are summarised below.

- **Premises security:** Physical access to the building and server/communications room is restricted to individuals who require such access to perform their job responsibilities;
- **Personnel security:** We check employment history for 5 years and conduct screening using a WPP supplier for senior hires (Director and above);
- **Data transfer:** Kantar uses Accellion File Transfer System (or other secure transfer system as agreed with the client) to securely transfer confidential datasets or any other restricted data, including respondents' personal data;
- **Portable media:** Removable media is not used to store personal data. If transfer of personal data is required, it is transferred by Accellion, or as the client requests. Kantar staff working from home, or remote locations, have secure access to our network via use of CISCO Systems VPN Client software. All staff laptops are FIPS 140-2

encrypted;

- **Security incidents:** Security breaches (suspected or actual) are identified as any loss, theft or unauthorised access to personal and/or protectively marked data. Security breaches must be reported immediately to the CEO, Managing Director and Head of Information Security who will contact the client to decide the action taken;
- **Security training and awareness:** All staff receive specific security training, tailored to their role. The WPP IT Security Policy is issued to, and reviewed by, all staff, whose acknowledgement is monitored by Human Resources. WPP's Safer Data Training and the WPP Data Code of Conduct are included as part of the new hire orientation process. Regular briefings on any updated procedures or developments are included in our staff meetings;
- **Internal audit:** Regular cycles of internal security audits are planned and conducted in research, operations and with suppliers, providing detailed feedback to every area of the business;
- **Partner agreements:** All suppliers and partners sign detailed security agreements, which we monitor and audit regularly;
- **Data storage:** All survey data are stored on our secure servers. Servers that host the survey data are located in access controlled computer rooms. We perform daily incremental backups on server data, with weekly full backups. These are stored in a secure off-site facility and kept for seven years;
- **Recovery:** Our IT procedures are designed to minimise the risk of either malicious or accidental data loss. We have tried and tested formal disaster recovery procedures in place, including a business continuity plan.

D. SUSTAINABILITY

The Food Standards Agency is committed to improving sustainability in the management of operations. Procurement looks to its suppliers to help achieve this goal. You will need to demonstrate your approach to sustainability, in particular how you will apply it to this project taking into account economic, environmental and social aspects. This will be considered as part of our selection process and you must upload your organisations sustainability policies into the eligibility criteria in Bravo.

Please state what(if any) environmental certification you hold or briefly describe your current Environmental Management System (EMS)

Our sustainability and environmental policies are uploaded separately. These policies apply to the general work that we do in carrying our research and consultancy for government organisations. They would relate to this study in the same way as for all our other work.

E. DISSEMINATION AND EXPLOITATION (Science Projects Only)

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

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

If a final report is part of the requirement, please make sure, as part of the executive summary, that aims and results are clear to the general audience and that the impact of the research on public health/consumers and it's alignment to FSA priorities is clearly stated.

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

Please indicate whether any Intellectual Property (IP) may be generated by this project and how this could be exploited. Please be aware the FSA retains all rights to the intellectual property generated by any contract and where appropriate may exploit the IP generated for the benefit of public health.

In this part Applicants should demonstrate the credibility of the partnership for exploitation of the results and explain the partnership's policy in respect of securing patents or granting licenses for the technology (if applicable). It should deal with any possible agreements between the partners to extend their co-operation in the exploitation phase and with relevant agreements with companies, in particular users, external to the partnership

- **Plans for dissemination are outlined in the sections above.**

APPENDIX A – FINANCIALS

The budget below also reflects the changes in the scope of the research.

Total fees (including all direct and labour costs across both workstreams)
£149,667 (excluding VAT)

[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
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