

# **Award Form**

**FS900253** - Surveillance of AMR bacteria in raw dog and cat food on retail sale in the UK.

Lot 1 - Phase 1 . Survey design, sample collection at retail and transportation to the testing laboratory.

This Award Form creates the Contract. It summarises the main features of the procurement and includes the Buyer and the Supplier's contact details.

Its offices are on: Clive House 70 Petty France London SW1H 9EX  2. Supplier  Name: HallMark Meat Hygiene Ltd (HallMark Veterinary& Compliance Services)  Address: Wheelwrights Corner, Cossack Square, Nailsworth, GL6 0DD  Registration number:  3. Contract  This Contract between the Buyer and the Supplier is for the supply Deliverables.	1. E	Buyer	Food Standards Agency (the Buyer).		
Clive House 70 Petty France London SW1H 9EX  2. Supplier  Name: HallMark Meat Hygiene Ltd (HallMark Veterinary& Compliance Services)  Address: Wheelwrights Corner, Cossack Square, Nailsworth, GL6 0DD  Registration 1415388 number:  3. Contract  This Contract between the Buyer and the Supplier is for the supply Deliverables. This opportunity is advertised in the Contract Notice in Find A Tend reference 2022/S 000-030972 (FTS Contract Notice).  4. Contract reference  FS900253  See Schedule 2 (Specification) for further details. See also Schedule 4 (Tender).  6. Buyer Cause  Not applicable.  7. Collaborative working  The Collaborative Working Principles do not apply to this Contract.					
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	V	working			
8. Financial The Financial Transparency Objectives do not apply to this Contract		Transparency	· · · · · · · · · · · · · · · · · · ·		
Objectives See Clause 6.3 for further details.		Objectives	See Clause 6.3 for further details.		

9.	Start Date	01/03/2023		
10.	Expiry Date	04/04/2024		
11.	Extension Period	Not applicable		
12.	Ending the Contract without a reason	The Buyer shall be able to terminate the Contract in accordance with Clause 14.3.		
13.	Incorporated Terms (together these documents form the "the Contract")			
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		8.15 Schedule 18 (Supply Chain Visibility) – Not Used	
		8.16 Schedule 19 (Cyber Essentials Scheme) – Not Used	
		8.17 Schedule 21 (Variation Form)	
		8.18 Schedule 22 (Insurance Requirements)	
		8.19 Schedule 23 (Guarantee) – Not Used	
		8.20 Schedule 24 (Financial Difficulties) – Not Used	
		8.21 Schedule 25 (Rectification Plan) – Not Used	
		8.22 Schedule 26 (Sustainability)	
		8.23 Schedule 27 (Key Subcontractors)	
		8.24 Schedule 28 (ICT Services) – Not Used	
		8.25 Schedule 28A (Agile Development Additional Terms) – Not Used	
		8.26 Schedule 29 (Key Supplier Staff)	
		8.27 Schedule 30 (Exit Management)	
		8.28 Schedule 32 (Background Checks)	
		8.29 Schedule 33 (Scottish Law) - Not Used	
		8.30 Schedule 34 (Northern Ireland Law) - Not Used	
		8.31 Schedule 35 (Lease Terms) – Not Used	
		8.32 Schedule 37 (Corporate Resolution Planning Information) – Not used	
		9. Schedule 4 (Tender), unless any part of the Tender offers a better commercial position for the Buyer (as decided by the Buyer, in its absolute discretion), in which case that aspect of the Tender will take precedence over the documents above.	
14.	Special Terms	N/A	
15.	Sustainability	The Supplier agrees, in providing the Deliverables and performing its obligations under the Contract, that it will comply with Schedule 26 (Sustainability).	

16.	Buyer's Environmental Policy	FSA Environmental Sustainability Strategy	
17.	Social Value Commitment	The Supplier agrees, in providing the Deliverables and performing its obligations under the Contract, to deliver the Social Value outcomes in Schedule 4 (Tender) and provide the Social Value Reports as set out in Schedule 26 (Sustainability)	
18.	Buyer's Security Policy	Schedule 16 (Security)	
19.	Commercially Sensitive Information	Supplier's Commercially Sensitive Information: Schedule 5 (Commercially Sensitive Information)	
20.	Charges	Details in Schedule 3 (Charges)	
21.	Reimbursable expenses	Recoverable as set out in Schedule 3 (Charges)	
22.	Payment method	All invoices must be sent, quoting a valid purchase order number (PO Number), to:  Within 10 working days of receipt of your countersigned copy of this letter, we will send you a unique PO Number. You must be in receipt of a valid PO Number before submitting an invoice.  To avoid delay in payment it is important that the invoice is compliant and that it includes a valid PO Number, PO Number item number (if applicable) and the details (name and telephone number) of your Buyer contact (i.e. Contract Manager). Non-compliant invoices will be sent back to you, which may lead to a delay in payment.	
23.	Service Levels	Not applicable	
24.	Insurance	Details in Annex of Schedule 22 (Insurance Requirements).	
25.	Liability	In accordance with Clause 15.1 each Party's total aggregate liability in each Contract Year under the Contract (whether in tort, contract or otherwise) is no more than [the greater of £5 million or 150% of the Estimated Yearly Charges.	

26.	Cyber Essentials Certification	Not required
27.	Progress Meetings and Progress Reports	See Schedule 4 (Tender)
28.	Guarantee	Not applicable
29.	Virtual Library	Not applicable
30.	Supplier Contract Manager	
31.	Supplier Authorised Representative	
32.	Supplier Compliance Officer	Not Used
33.	Supplier Data Protection Officer	
34.	Supplier Marketing Contact	Not used
35.	Key Subcontractors	N/A

36.	Buyer Authorised Representative	

For and on b	ehalf of the Supplier:	For and on behalf of the Buyer:	
Signature:		Signature:	
Name:		Name:	
Role:		Role:	
	_		
Date:		Date:	

# Core Terms - Mid-tier

- 1. Definitions used in the contract
- 1.1 Interpret this Contract using Schedule 1 (Definitions).
- 2. How the contract works
- 2.1 If the Buyer decides to buy Deliverables under the Contract it must state its requirements using the Award Form. If allowed by the Regulations, the Buyer can:
- 2.1.1 make changes to the Award Form;
- 2.1.2 create new Schedules;
- 2.1.3 exclude optional template Schedules; and
- 2.1.4 use Special Terms in the Award Form to add or change terms.
- 2.2 The Contract:
- 2.2.1 is between the Supplier and the Buyer; and
- 2.2.2 includes Core Terms, Schedules and any other changes or items in the completed Award Form.
- 2.3 The Supplier acknowledges it has all the information required to perform its obligations under the Contract before entering into it. When information is provided by the Buyer no warranty of its accuracy is given to the Supplier.
- 2.4 The Supplier acknowledges that, subject to the Allowable Assumptions set out in Annex 2 of Schedule 3 (Charges) (if any), it has satisfied itself of all details relating to:
- 2.4.1 the Buyer's requirements for the Deliverables;
- 2.4.2 the Buyer's operating processes and working methods; and
- 2.4.3 the ownership and fitness for purpose of the Buyer Assets,
- 2.5 and it has it has advised the Buyer in writing of:
- 2.5.1 each aspect, if any, of the Buyer's requirements for the Deliverables, operating processes and working methods that is not suitable for the provision of the Services;
- 2.5.2 the actions needed to remedy each such unsuitable aspect; and
- 2.5.3 a timetable for and, to the extent that such costs are to be payable to the Supplier, the costs of those actions.

- 2.5.4 and such actions, timetable and costs are fully reflected in this Contract.
- 2.5.5
- 2.6 The Supplier won't be excused from any obligation, or be entitled to additional Costs or Charges because it failed to either:
- 2.6.1 verify the accuracy of the Due Diligence Information; and
- 2.6.2 properly perform its own adequate checks.
- 2.7 The Buyer will not be liable for errors, omissions or misrepresentation of any information.
- 2.8 The Supplier warrants and represents that all statements made and documents submitted as part of the procurement of Deliverables are and remain true and accurate.

#### 3. What needs to be delivered

- 3.1 All deliverables
- 3.1.1 The Supplier must provide Deliverables:
- a) that comply with the Specification, the Tender Response and the Contract;
- b) using reasonable skill and care;
- c) using Good Industry Practice;
- d) using its own policies, processes and internal quality control measures as long as they don't conflict with the Contract;
- e) on the dates agreed; and
- f) that comply with Law.
- 3.1.2 The Supplier must provide Deliverables with a warranty of at least 90 days from Delivery against all obvious defects or for such other period as specified in the Award Form.
- 3.1.3 Where the Award Form states that the Collaborative Working Principles will apply, the Supplier must co-operate and provide reasonable assistance to any Buyer Third Party notified to the Supplier by the Buyer from time to time and act at all times in accordance with the following principles:
- a) proactively leading on, mitigating and contributing to the resolution of problems or issues irrespective of its contractual obligations, acting in accordance with the principle of "fix first, settle later":
- b) being open, transparent and responsive in sharing relevant and accurate information with Buyer Third Parties;

- c) where reasonable, adopting common working practices, terminology, standards and technology and a collaborative approach to service development and resourcing with Buyer Third Parties;
- d) providing reasonable cooperation, support, information and assistance to Buyer Third Parties in a proactive, transparent and open way and in a spirit of trust and mutual confidence; and
- e) identifying, implementing and capitalising on opportunities to improve deliverables and deliver better solutions and performance throughout the relationship lifecycle.
- 3.2 Goods clauses
- 3.2.1 All Goods delivered must be new, or as new if recycled, unused and of recent origin.
- 3.2.2 All manufacturer warranties covering the Goods must be assignable to the Buyer on request and for free.
- 3.2.3 The Supplier transfers ownership of the Goods on Delivery or payment for those Goods, whichever is earlier.
- 3.2.4 Risk in the Goods transfers to the Buyer on Delivery of the Goods, but remains with the Supplier if the Buyer notices damage following Delivery and lets the Supplier know within 3 Working Days of Delivery.
- 3.2.5 The Supplier warrants that it has full and unrestricted ownership of the Goods at the time of transfer of ownership.
- 3.2.6 The Supplier must deliver the Goods on the date and to the specified location during the Buyer's working hours.
- 3.2.7 The Supplier must provide sufficient packaging for the Goods to reach the point of Delivery safely and undamaged.
- 3.2.8 All deliveries must have a delivery note attached that specifies the order number, type and quantity of Goods.
- 3.2.9 The Supplier must provide all tools, information and instructions the Buyer needs to make use of the Goods.
- 3.2.10 The Supplier must indemnify the Buyer against the costs of any Recall of the Goods and give notice of actual or anticipated action about the Recall of the Goods.
- 3.2.11 The Buyer can cancel any order or part order of Goods which has not been Delivered. If the Buyer gives less than 14 days' notice then it will pay the Supplier's reasonable and proven costs already incurred on the cancelled order as long as the Supplier uses all reasonable endeavours to minimise these costs.

- 3.2.12 The Supplier must at its own cost repair, replace, refund or substitute (at the Buyer's option and request) any Goods that the Buyer rejects because they don't conform with Clause 3. If the Supplier doesn't do this it will pay the Buyer's costs including repair or re-supply by a third party.
- 3.3 Services clauses
- 3.3.1 Late Delivery of the Services will be a Default of the Contract.
- 3.3.2 The Supplier must co-operate with the Buyer and third party suppliers on all aspects connected with the Delivery of the Services and ensure that Supplier Staff comply with any reasonable instructions of the Buyer or third party suppliers.
- 3.3.3 The Supplier must at its own risk and expense provide all Supplier Equipment required to Deliver the Services.
- 3.3.4 The Supplier must allocate sufficient resources and appropriate expertise to the Contract.
- 3.3.5 The Supplier must take all reasonable care to ensure performance does not disrupt the Buyer's operations, employees or other contractors.
- 3.3.6 The Supplier must ensure all Services, and anything used to Deliver the Services, are of good quality and free from defects.
- 3.3.7 The Buyer is entitled to withhold payment for partially or undelivered Services, but doing so does not stop it from using its other rights under the Contract.

## 4. Pricing and payments

- 4.1 In exchange for the Deliverables, the Supplier must invoice the Buyer for the Charges in the Award Form.
- 4.2 All Charges:
- 4.2.1 exclude VAT, which is payable on provision of a valid VAT invoice; and
- 4.2.2 include all costs connected with the Supply of Deliverables.
- 4.3 The Buyer must pay the Supplier the Charges within 30 days of receipt by the Buyer of a valid, undisputed invoice, in cleared funds using the payment method and details stated in the Award Form.
- 4.4 A Supplier invoice is only valid if it:
- 4.4.1 includes all appropriate references including the Contract reference number and other details reasonably requested by the Buyer; and
- 4.4.2 includes a detailed breakdown of Delivered Deliverables and Milestone(s) (if any).

- 4.5 The Buyer may retain or set-off payment of any amount owed to it by the Supplier under this Contract or any other agreement between the Supplier and the Buyer if notice and reasons are provided.
- 4.6 The Supplier must ensure that all Subcontractors are paid, in full, within 30 days of receipt of a valid, undisputed invoice. If this does not happen, the Buyer can publish the details of the late payment or non-payment.
- 4.7 The Supplier has no right of set-off, counterclaim, discount or abatement unless they're ordered to do so by a court.

## 5. The buyer's obligations to the supplier

- 5.1 If Supplier Non-Performance arises from a Buyer Cause:
- 5.1.1 the Buyer cannot terminate the Contract under Clause 14.4.1;
- 5.1.2 the Supplier is entitled to reasonable and proven additional expenses and to relief from Delay Payments, liability and Deduction under this Contract;
- 5.1.3 the Supplier is entitled to additional time needed to make the Delivery;
- 5.1.4 the Supplier cannot suspend the ongoing supply of Deliverables.
- 5.2 Clause 5.1 only applies if the Supplier:
- 5.2.1 gives notice to the Buyer of the Buyer Cause within 10 Working Days of becoming aware;
- 5.2.2 demonstrates that the Supplier Non-Performance only happened because of the Buyer Cause; and
- 5.2.3 mitigated the impact of the Buyer Cause.

#### 6. Record keeping and reporting

- 6.1 The Supplier must attend Progress Meetings with the Buyer and provide Progress Reports when specified in the Award Form.
- 6.2 The Supplier must keep and maintain full and accurate records and accounts in respect of the Contract during the Contract Period and for 7 years after the End Date and in accordance with the UK GDPR or the EU GDPR as the context requires, including the records and accounts which the Buyer has a right to Audit.
- 6.3 Where the Award Form states that the Financial Transparency Objectives apply, the Supplier must co-operate with the Buyer to achieve the Financial Transparency Objectives and, to this end, will provide a Financial Report to the Buyer:
- 6.3.1 on or before the Start Date:

- 6.3.2 at the end of each Contract Year; and
- 6.3.3 within 6 Months of the end of the Contract Period,
- and the Supplier must meet with the Buyer if requested within 10 Working Days of the Buyer receiving a Financial Report.
- 6.5 If the Supplier becomes aware of an event that has occurred or is likely to occur in the future which will have a material effect on the:
- 6.5.1 Supplier's currently incurred or forecast future Costs; and
- 6.5.2 forecast Charges for the remainder of the Contract,
- 6.5.3 then the Supplier must notify the Buyer in writing as soon as practicable setting out the actual or anticipated effect of the event.
- 6.6 The Supplier must allow any Auditor access to their premises and the Buyer will use reasonable endeavours to ensure that any Auditor:
- 6.6.1 complies with the Supplier's operating procedures; and
- 6.6.2 does not unreasonably disrupt the Supplier or its provision of the Deliverables.
- 6.7 During an Audit, the Supplier must provide information to the Auditor and reasonable cooperation at their request including access to:
- 6.7.1 all information within the permitted scope of the Audit;
- 6.7.2 any Sites, equipment and the Supplier's ICT system used in the performance of the Contract; and
- 6.7.3 the Supplier Staff.
- 6.8 The Parties will bear their own costs when an Audit is undertaken unless the Audit identifies a material Default by the Supplier, in which case the Supplier will repay the Buyer's reasonable costs in connection with the Audit.
- 6.9 The Supplier must comply with the Buyer's reasonable instructions following an Audit, including:
- 6.9.1 correcting any identified Default;
- 6.9.2 rectifying any error identified in a Financial Report; and
- 6.9.3 repaying any Charges that the Buyer has overpaid.
- 6.10 If the Supplier is not providing any of the Deliverables, or is unable to provide them, it must immediately:

- 6.10.1 tell the Buyer and give reasons;
- 6.10.2 propose corrective action; and
- 6.10.3 provide a deadline for completing the corrective action.
- 6.11 Except where an Audit is imposed on the Buyer by a regulatory body or where the Buyer has reasonable grounds for believing that the Supplier has not complied with its obligations under this Contract, the Buyer may not conduct an Audit of the Supplier or of the same Key Subcontractor more than twice in any Contract Year.

## 7. Supplier staff

- 7.1 The Supplier Staff involved in the performance of the Contract must:
- 7.1.1 be appropriately trained and qualified;
- 7.1.2 be vetted using Good Industry Practice and the Security Policy; and
- 7.1.3 comply with all conduct requirements when on the Buyer's Premises.
- 7.2 Where the Buyer decides one of the Supplier's Staff is not suitable to work on the Contract, the Supplier must replace them with a suitably qualified alternative.
- 7.3 If requested, the Supplier must replace any person whose acts or omissions have caused the Supplier to breach Clauses 31.1 to 31.4.
- 7.4 The Supplier must provide a list of Supplier Staff needing to access the Buyer's Premises and say why access is required.
- 7.5 The Supplier indemnifies the Buyer against all claims brought by any person employed by the Supplier caused by an act or omission of the Supplier or any Supplier Staff.

## 8. Supply chain

- 8.1 Appointing Subcontractors
- 8.1.1 The Supplier must exercise due skill and care when it selects and appoints Subcontractors to ensure that the Supplier is able to:
- a) manage Subcontractors in accordance with Good Industry Practice;
- b) comply with its obligations under this Contract; and
- c) assign, novate or transfer its rights and/or obligations under the Sub Contract that relate exclusively to this Contract to the Buyer or a Replacement Supplier.
- 8.2 Mandatory provisions in Sub-Contracts

- 8.2.1 The Supplier will ensure that all Sub Contracts in the Supplier's supply chain entered into after the Effective Date wholly or substantially for the purpose of performing or contributing to the performance of the whole or any part of this Contract contain provisions that:
- a) allow the Supplier to terminate the Sub Contract if the Subcontractor fails to comply with its obligations in respect of environmental, social, equality or employment Law;
- b) require the Supplier to pay all Subcontractors in full, within 30 days of receiving a valid, undisputed invoice; and
- c) allow the Buyer to publish the details of the late payment or non-payment if this 30-day limit is exceeded.
- 8.2.2 The Supplier will take reasonable endeavours to ensure that all Sub Contracts in the Supplier's supply chain entered into before the Effective Date but made wholly or substantially for the purpose of performing or contributing to the performance of the whole or any part of this Contract contain provisions that:
- a) allow the Supplier to terminate the Sub Contract if the Subcontractor fails to comply with its obligations in respect of environmental, social, equality or employment Law;
- b) require the Supplier to pay all Subcontractors in full, within 30 days of receiving a valid, undisputed invoice; and
- c) allow the Buyer to publish the details of the late payment or non-payment if this 30-day limit is exceeded.
- 8.3 When Sub-Contracts can be ended
- 8.3.1 At the Buyer's request, the Supplier must terminate any Sub-Contracts in any of the following events:
- a) there is a Change of Control of a Subcontractor which isn't pre-approved by the Buyer in writing;
- b) the acts or omissions of the Subcontractor have caused or materially contributed to a right of termination under Clause 14.4;
- c) a Subcontractor or its Affiliates embarrasses or brings into disrepute or diminishes the public trust in the Buyer;
- d) the Subcontractor fails to comply with its obligations in respect of environmental, social, equality or employment Law; and/or
- e) the Buyer has found grounds to exclude the Subcontractor in accordance with Regulation 57 of the Public Contracts Regulations 2015.

## 8.4 Competitive terms

- 8.4.1 If the Buyer can get more favourable commercial terms for the supply at cost of any materials, goods or services used by the Supplier to provide the Deliverables and that cost is reimbursable by the Buyer, then the Buyer may require the Supplier to replace its existing commercial terms with the more favourable terms offered for the relevant items.
- 8.4.2 If the Buyer uses Clause 8.4.1 then the Charges must be reduced by an agreed amount by using the Variation Procedure.
- 8.5 Ongoing responsibility of the Supplier
- 8.5.1 The Supplier is responsible for all acts and omissions of its Subcontractors and those employed or engaged by them as if they were its own.

## 9. Rights and protection

- 9.1 The Supplier warrants and represents that:
- 9.1.1 it has full capacity and authority to enter into and to perform the Contract;
- 9.1.2 the Contract is executed by its authorised representative;
- 9.1.3 it is a legally valid and existing organisation incorporated in the place it was formed;
- 9.1.4 there are no known legal or regulatory actions or investigations before any court, administrative body or arbitration tribunal pending or threatened against it or its Affiliates that might affect its ability to perform the Contract;
- 9.1.5 all necessary rights, authorisations, licences and consents (including in relation to IPRs) are in place to enable the Supplier to perform its obligations under the Contract and for the Buyer to receive the Deliverables;
- 9.1.6 it doesn't have any contractual obligations which are likely to have a material adverse effect on its ability to perform the Contract;
- 9.1.7 it is not impacted by an Insolvency Event or a Financial Distress Event; and
- 9.1.8 neither it nor, to the best of its knowledge the Supplier Staff, have committed a Prohibited Act prior to the Start Date or been subject to an investigation relating to a Prohibited Act.
- 9.2 The warranties and representations in Clauses 2.7 and 9.1 are repeated each time the Supplier provides Deliverables under the Contract.
- 9.3 The Supplier indemnifies the Buyer against each of the following:
- 9.3.1 wilful misconduct of the Supplier, Subcontractor and Supplier Staff that impacts the Contract; and

- 9.3.2 non-payment by the Supplier of any tax or National Insurance.
- 9.4 All claims indemnified under this Contract must use Clause 30.
- 9.5 The Buyer can terminate the Contract for breach of any warranty or indemnity where they are entitled to do so.
- 9.6 If the Supplier becomes aware of a representation or warranty that becomes untrue or misleading, it must immediately notify the Buyer.
- 9.7 All third party warranties and indemnities covering the Deliverables must be assigned for the Buyer's benefit by the Supplier.

# 10. Intellectual Property Rights (IPRs)

- 10.1 The Parties agree that the terms set out in Schedule 36 (Intellectual Property Rights) shall apply to this Contract.
- 10.1 If there is an IPR Claim, the Supplier indemnifies the Buyer against all losses, damages, costs or expenses (including professional fees and fines) incurred as a result.
- 10.1 If an IPR Claim is made or anticipated the Supplier must at its own expense and the Buyer's sole option, either:
- 10.1.1 obtain for the Buyer the rights to continue using the relevant item without infringing any third party IPR; or
- 10.1.2 replace or modify the relevant item with substitutes that don't infringe IPR without adversely affecting the functionality or performance of the Deliverables.
- 10.1 If the Buyer requires that the Supplier procures a licence in accordance with Schedule 36 or to modify or replace an item pursuant to Schedule 36, but this has not avoided or resolved the IPR Claim, then the Buyer may terminate this Contract by written notice with immediate effect.

# 11. Rectifying issues

- 11.1 If there is a Notifiable Default, the Supplier must notify the Buyer within 3 Working Days of the Supplier becoming aware of the Notifiable Default and the Buyer may request that the Supplier provide a Rectification Plan within 10 Working Days of the Buyer's request alongside any additional documentation that the Buyer requires.
- 11.2 When the Buyer receives a requested Rectification Plan it can either:
- 11.2.1 reject the Rectification Plan or revised Rectification Plan giving reasons; or
- 11.2.2 accept the Rectification Plan or revised Rectification Plan (without limiting its rights) in which case the Supplier must immediately start work on the actions in the Rectification Plan at its own cost.

- 11.3 Where the Rectification Plan or revised Rectification Plan is rejected, the Buyer:
- 11.3.1 will give reasonable grounds for its decision; and
- 11.3.2 may request that the Supplier provides a revised Rectification Plan within 5 Working Days.

## 12. **Escalating issues**

- 12.1 If the Supplier fails to:
- 12.1.1 submit a Rectification Plan or a revised Rectification Plan within the timescales set out in Clauses 11.1 or 11.3; and
- 12.1.2 adhere to the timescales set out in an accepted Rectification Plan to resolve the Notifiable Default.

or if the Buyer otherwise rejects a Rectification Plan, the Buyer can require the Supplier to attend an Escalation Meeting on not less than 5 Working Days' notice. The Buyer will determine the location, time and duration of the Escalation Meeting(s) and the Supplier must ensure that the Supplier Authorised Representative is available to attend.

- 12.2 The Escalation Meeting(s) will continue until the Buyer is satisfied that the Notifiable Default has been resolved, however, where an Escalation Meeting(s) has continued for more than 5 Working Days, either Party may treat the matter as a Dispute to be handled through the Dispute Resolution Procedure.
- 12.3 If the Supplier is in Default of any of its obligations under this Clause 12, the Buyer shall be entitled to terminate this Agreement and the consequences of termination set out in Clause 14.5.1 shall apply as if the contract were terminated under Clause 14.4.1.

## 13. Step-in rights

- 13.1 If a Step-In Trigger Event occurs, the Buyer may give notice to the Supplier that it will be taking action in accordance with this Clause 13.1 and setting out:
- 13.1.1 whether it will be taking action itself or with the assistance of a third party;
- 13.1.2 what Required Action the Buyer will take during the Step-In Process;
- 13.1.3 when the Required Action will begin and how long it will continue for;
- 13.1.4 whether the Buyer will require access to the Sites; and
- 13.1.5 what impact the Buyer anticipates that the Required Action will have on the Supplier's obligations to provide the Deliverables.
- 13.2 For as long as the Required Action is taking place:

- 13.2.1 the Supplier will not have to provide the Deliverables that are the subject of the Required Action;
- 13.2.2 no Deductions will be applicable in respect of Charges relating to the Deliverables that are the subject of the Required Action; and
- 13.2.3 the Buyer will pay the Charges to the Supplier after subtracting any applicable Deductions and the Buyer's costs of taking the Required Action.
- 13.3 The Buyer will give notice to the Supplier before it ceases to exercise its rights under the Step-In Process and within 20 Working Days of this notice the Supplier will develop a draft Step-Out Plan for the Buyer to approve.
- 13.4 If the Buyer does not approve the draft Step Out Plan, the Buyer will give reasons and the Supplier will revise the draft Step Out Plan and re submit it for approval.
- 13.5 The Supplier shall bear its own costs in connection with any step-in by the Buyer under this Clause13, provided that the Buyer shall reimburse the Supplier's reasonable additional expenses incurred directly as a result of any step-in action taken by the Buyer under:
- 13.5.1 limbs (f) or (g) of the definition of a Step-In Trigger Event; or
- 13.5.2 limbs (h) and (i) of the definition of a Step-in Trigger Event (insofar as the primary cause of the Buyer serving a notice under Clause 13.1 is identified as not being the result of the Supplier's Default).

#### 14. Ending the contract

- 14.1 The Contract takes effect on the Start Date and ends on the End Date or earlier if terminated under this Clause 14 or if required by Law.
- 14.2 The Buyer can extend the Contract for the Extension Period by giving the Supplier written notice before the Contract expires as described in the Award Form.
- 14.3 Ending the contract without a reason
- 14.3.1 The Buyer has the right to terminate the Contract at any time without reason or (unless the Award Form states something different) liability by giving the Supplier not less than 90 days' notice (unless a different notice period is set out in the Award Form) and if it's terminated Clauses 14.5.1b) to 14.5.1h) applies.
- 14.4 When the Buyer can end the Contract
- 14.4.1 If any of the following events happen, the Buyer has the right to immediately terminate the Contract by issuing a Termination Notice to the Supplier:
- a) there's a Supplier Insolvency Event;

- b) the Supplier fails to notify the Buyer in writing of any Occasion of Tax Non Compliance
- c) there's a Notifiable Default that is not corrected in line with an accepted Rectification Plan;
- d) the Buyer rejects a Rectification Plan or the Supplier does not provide it within 10 days of the request;
- e) there's any material Default of the Contract;
- f) a Default that occurs and then continues to occur on one or more occasions within 6 Months following the Buyer serving a warning notice on the Supplier that it may terminate for persistent breach of the Contract;
- g) there's any material Default of any Joint Controller Agreement relating to the Contract;
- h) there's a Default of Clauses 2.7, 10, 12, 18, 19, 31, 36, Schedule 19 (Cyber Essentials) (where applicable) or Schedule 36 (Intellectual Property Rights) relating to the Contract;
- i) the performance of the Supplier causes a Critical Service Level Failure to occur;
- j) there's a consistent repeated failure to meet the Service Levels in Schedule 10 (Service Levels);
- k) there's a Change of Control of the Supplier which isn't pre-approved by the Buyer in writing;
- l) the Buyer discovers that the Supplier was in one of the situations in 57 (1) or 57(2) of the Regulations at the time the Contract was awarded;
- m) the Supplier or its Affiliates embarrass or bring the Buyer into disrepute or diminish the public trust in them; or
- n) the Supplier fails to comply with its legal obligations in the fields of environmental, social, equality or employment Law when providing the Deliverables.
- 14.4.2 The Buyer also has the right to terminate the Contract in accordance with Clauses 9.5 and 24.3, Paragraph 4.1 of Schedule 37 (Corporate Resolution Planning) (where applicable) and Paragraph 7 of Schedule 24 (Financial Difficulties) (where applicable).
- 14.4.3 If any of the events in 73 (1) (a) or (b) of the Regulations happen, the Buyer has the right to immediately terminate the Contract and Clauses 14.5.1b) to 14.5.1h) applies.
- 14.5 What happens if the contract ends
- 14.5.1 Where the Buyer terminates the Contract under Clauses 14.4.1 and 9.5, Paragraph 4.1 of Schedule 37 (Corporate Resolution Planning) (where applicable) or Paragraph 7 of Schedule 24 (Financial Difficulties) (where applicable). all of the following apply:

- a) The Supplier is responsible for the Buyer's reasonable costs of procuring Replacement Deliverables for the rest of the Contract Period.
- b) The Buyer's payment obligations under the terminated Contract stop immediately.
- c) Accumulated rights of the Parties are not affected.
- d) The Supplier must promptly delete or return the Government Data except where required to retain copies by Law.
- e) The Supplier must promptly return any of the Buyer's property provided under the terminated Contract.
- f) The Supplier must, at no cost to the Buyer, co-operate fully in the handover and reprocurement (including to a Replacement Supplier).
- g) The Supplier must repay to the Buyer all the Charges that it has been paid in advance for Deliverables that it has not provided as at the date of termination or expiry.
- h) The following Clauses survive the termination of the Contract: 3.2.10, 6, 7.2, 10, 15, 18, 19, 20, 21, 22, 39, 40, Schedule 36 (Intellectual Property Rights) and any Clauses and Schedules which are expressly or by implication intended to continue.
- 14.5.2 If either Party terminates the Contract under Clause 24.3:
- a) each party must cover its own Losses; and
- b) Clauses 14.5.1b) to 14.5.1h) applies.
- 14.6 When the Supplier can end the contract
- 14.6.1 The Supplier can issue a Reminder Notice if the Buyer does not pay an undisputed invoice on time. The Supplier can terminate the Contract if the Buyer fails to pay an undisputed invoiced sum due and worth over 10% of the total Contract Value within 30 days of the date of the Reminder Notice.
- 14.6.2 The Supplier also has the right to terminate the Contract in accordance with Clauses 24.3 and 27.5.
- 14.6.3 Where the Buyer terminates the Contract under Clause 14.3 or the Supplier terminates the Contract under Clause 14.6.1 or 27.5:
- a) the Buyer must promptly pay all outstanding Charges incurred to the Supplier;
- b) the Buyer must pay the Supplier reasonable committed and unavoidable Losses as long as the Supplier provides a fully itemised and costed schedule with evidence the maximum value of this

payment is limited to the total sum payable to the Supplier if the Contract had not been terminated; and

- c) Clauses 14.5.1(b)) to 14.5.1(h) apply.
- 14.7 Partially ending and suspending the contract
- 14.7.1 Where the Buyer has the right to terminate the Contract it can terminate or suspend (for any period), all or part of it. If the Buyer suspends the Contract it can provide the Deliverables itself or buy them from a third party.
- 14.7.2 The Buyer can only partially terminate or suspend the Contract if the remaining parts of the Contract can still be used to effectively deliver the intended purpose.
- 14.7.3 The Parties must agree any necessary Variation required by this Clause 14.7 using the Variation Procedure, but the Supplier may not either:
- a) reject the Variation; or
- b) increase the Charges, except where the right to partial termination is under Clause 14.3.
- 14.7.4 The Buyer can still use other rights available, or subsequently available to it if it acts on its rights under this Clause 14.7.
- 15. How much you can be held responsible for
- 15.1 Each Party's total aggregate liability in each Contract Year under the Contract (whether in tort, contract or otherwise) is no more than the greater of £5 million or 150% of the Estimated Yearly Charges unless specified otherwise in the Award Form.
- 15.2 Neither Party is liable to the other for:
- 15.2.1 any indirect Losses; and
- 15.2.2 Loss of profits, turnover, savings, business opportunities or damage to goodwill (in each case whether direct or indirect).
- 15.3 In spite of Clause 15.1, neither Party limits or excludes any of the following:
- 15.3.1 its liability for death or personal injury caused by its negligence, or that of its employees, agents or Subcontractors;
- 15.3.2 its liability for bribery or fraud or fraudulent misrepresentation by it or its employees; and
- 15.3.3 any liability that cannot be excluded or limited by Law.
- 15.4 In spite of Clause 15.1, the Supplier does not limit or exclude its liability for any indemnity given under Clauses 7.5, 9.3, 10.2.1, 16.3 or Schedule 7 (Staff Transfer) of the Contract.

- 15.5 In spite of Clause 15.1, but subject to Clauses 15.2 and 15.3, the Supplier's total aggregate liability in each Contract Year under Clause 18.8.5 is no more than the Data Protection Liability Cap.
- 15.6 Each Party must use all reasonable endeavours to mitigate any Loss or damage which it suffers under or in connection with the Contract, including any indemnities.
- 15.7 When calculating the Supplier's liability under Clause 15.1 the following items will not be taken into consideration:
- 15.7.1 Deductions; and
- 15.7.2 any items specified in Clause 15.4.
- 15.8 If more than one Supplier is party to the Contract, each Supplier Party is fully responsible for both their own liabilities and the liabilities of the other Suppliers.

## 16. **Obeying the law**

- 16.1 The Supplier shall comply with the provisions of Schedule 26 (Sustainability).
- 16.2 The Supplier shall comply with the provisions of:
- 16.2.1 the Official Secrets Acts 1911 to 1989; and
- 16.2.2 section 182 of the Finance Act 1989.
- 16.3 The Supplier indemnifies the Buyer against any costs resulting from any Default by the Supplier relating to any applicable Law.
- 16.4 The Supplier must appoint a Compliance Officer who must be responsible for ensuring that the Supplier complies with Law, Clause 16.1 and Clauses 31 to 36.

#### 17. Insurance

The Supplier must, at its own cost, obtain and maintain the Required Insurances in Schedule 22 (Insurance Requirements).

#### 18. **Data protection**

- 18.1 The Supplier must process Personal Data and ensure that Supplier Staff process Personal Data only in accordance with Schedule 20 (Processing Data).
- 18.2 The Supplier must not remove any ownership or security notices in or relating to the Government Data.
- 18.3 The Supplier must make accessible back-ups of all Government Data, stored in an agreed offsite location and send the Buyer copies every 6 Months.

- 18.4 The Supplier must ensure that any Supplier system holding any Government Data, including back-up data, is a secure system that complies with the Security Policy and any applicable Security Management Plan.
- 18.5 If at any time the Supplier suspects or has reason to believe that the Government Data is corrupted, lost or sufficiently degraded, then the Supplier must immediately notify the Buyer and suggest remedial action.
- 18.6 If the Government Data is corrupted, lost or sufficiently degraded so as to be unusable the Buyer may either or both:
- 18.6.1 tell the Supplier to restore or get restored Government Data as soon as practical but no later than 5 Working Days from the date that the Buyer receives notice, or the Supplier finds out about the issue, whichever is earlier; and
- 18.6.2 restore the Government Data itself or using a third party.
- 18.7 The Supplier must pay each Party's reasonable costs of complying with Clause 18.6 unless the Buyer is entirely at fault.
- 18.8 The Supplier:
- 18.8.1 must provide the Buyer with all Government Data in an agreed open format within 10 Working Days of a written request;
- 18.8.2 must have documented processes to guarantee prompt availability of Government Data if the Supplier stops trading;
- 18.8.3 must securely destroy all Storage Media that has held Government Data at the end of life of that media using Good Industry Practice;
- 18.8.4 securely erase all Government Data and any copies it holds when asked to do so by the Buyer unless required by Law to retain it; and
- 18.8.5 indemnifies the Buyer against any and all Losses incurred if the Supplier breaches Clause 18 or any Data Protection Legislation.

## 19. What you must keep confidential

- 19.1 Each Party must:
- 19.1.1 keep all Confidential Information it receives confidential and secure;
- 19.1.2 not disclose, use or exploit the Disclosing Party's Confidential Information without the Disclosing Party's prior written consent, except for the purposes anticipated under the Contract; and

- 19.1.3 immediately notify the Disclosing Party if it suspects unauthorised access, copying, use or disclosure of the Confidential Information.
- 19.2 In spite of Clause 19.1, a Party may disclose Confidential Information which it receives from the Disclosing Party in any of the following instances:
- 19.2.1 where disclosure is required by applicable Law, a regulatory body or a court with the relevant jurisdiction if the Recipient Party notifies the Disclosing Party of the full circumstances, the affected Confidential Information and extent of the disclosure:
- 19.2.2 if the Recipient Party already had the information without obligation of confidentiality before it was disclosed by the Disclosing Party;
- 19.2.3 if the information was given to it by a third party without obligation of confidentiality;
- 19.2.4 if the information was in the public domain at the time of the disclosure;
- 19.2.5 if the information was independently developed without access to the Disclosing Party's Confidential Information;
- 19.2.6 on a confidential basis, to its auditors or for the purpose of regulatory requirements;
- 19.2.7 on a confidential basis, to its professional advisers on a need-to-know basis; and
- 19.2.8 to the Serious Fraud Office where the Recipient Party has reasonable grounds to believe that the Disclosing Party is involved in activity that may be a criminal offence under the Bribery Act 2010.
- 19.3 The Supplier may disclose Confidential Information on a confidential basis to Supplier Staff on a need-to-know basis to allow the Supplier to meet its obligations under the Contract. The Supplier Staff must enter into a direct confidentiality agreement with the Buyer at its request.
- 19.4 The Buyer may disclose Confidential Information in any of the following cases:
- 19.4.1 on a confidential basis to the employees, agents, consultants and contractors of the Buyer;
- 19.4.2 on a confidential basis to any other Central Government Body, any successor body to a Central Government Body or any company that the Buyer transfers or proposes to transfer all or any part of its business to;
- 19.4.3 if the Buyer (acting reasonably) considers disclosure necessary or appropriate to carry out its public functions;
- 19.4.4 where requested by Parliament; and
- 19.4.5 under Clauses 4.6 and 20.

- 19.5 For the purposes of Clauses 19.2 to 19.4 references to disclosure on a confidential basis means disclosure under a confidentiality agreement or arrangement including terms as strict as those required in Clause 19.
- 19.6 Transparency Information and any Information which is exempt from disclosure by Clause 20 is not Confidential Information.
- 19.7 The Supplier must not make any press announcement or publicise the Contracts or any part of them in any way, without the prior written consent of the Buyer and must use all reasonable endeavours to ensure that Supplier Staff do not either.

## 20. When you can share information

- 20.1 The Supplier must tell the Buyer within 48 hours if it receives a Request For Information.
- 20.2 In accordance with a reasonable timetable and in any event within 5 Working Days of a request from the Buyer, the Supplier must give the Buyer full co-operation and information needed so the Buyer can:
- 20.2.1 publish the Transparency Information;
- 20.2.2 comply with any Freedom of Information Act (FOIA) request; and
- 20.2.3 comply with any Environmental Information Regulations (EIR) request.
- 20.3 To the extent that it is allowed and practical to do so, the Buyer will use reasonable endeavours to notify the Supplier of a FOIA request and may talk to the Supplier to help it decide whether to publish information under Clause 20.1. However, the extent, content and format of the disclosure is the Buyer's decision in its absolute discretion.

## 21. Invalid parts of the contract

- 21.1 If any part of the Contract is prohibited by Law or judged by a court to be unlawful, void or unenforceable, it must be read as if it was removed from the Contract as much as required and rendered ineffective as far as possible without affecting the rest of the Contract, whether it's valid or enforceable.
- 21.2 If any removal under Clause 21.1 is so fundamental that it prevents the purpose of the Contract from being achieved or it materially changes the balance of risk and rewards between the Parties, either Party may give notice to the other Party requiring the Parties to commence good faith negotiations to rectify these issues and to amend the Contract accordingly so that, as amended, it is valid and enforceable, preserves the balance of risks and rewards in this Contract and, to the extent that it is reasonably possible, achieves the Parties' original commercial intention.
- 21.3 If the Parties cannot agree on what amendments are required within 5 Working Days, the matter will be dealt with via commercial negotiation as set out in Clause 39.2 and, if there is no

resolution within 30 Working Days of the matter being referred, the Contract will terminate automatically and immediately with costs lying where they fall.

# 22. No other terms apply

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

## 23. Other people's rights in the Contract

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

## 24. Circumstances beyond your control

- 24.1 Any Party affected by a Force Majeure Event is excused from performing its obligations under the Contract while the inability to perform continues, if it both:
- 24.1.1 provides a Force Majeure Notice to the other Party; and
- 24.1.2 uses all reasonable measures practical to reduce the impact of the Force Majeure Event.
- 24.2 Any failure or delay by the Supplier to perform its obligations under this Contract that is due to a failure or delay by an agent, Subcontractor or supplier will only be considered a Force Majeure Event if that third party is itself prevented from complying with an obligation to the Supplier due to a Force Majeure Event.
- 24.3 Either party can partially or fully terminate the Contract if the provision of the Deliverables is materially affected by a Force Majeure Event which lasts for 90 days continuously.

#### 25. Relationships created by the contract

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

#### 26. Giving up contract rights

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

## 27. Transferring responsibilities

27.1 The Supplier cannot assign, novate or in any other way dispose of the Contract or any part of it without the Buyer's written consent.

- 27.2 Subject to Schedule 27 (Key Subcontractors), the Supplier cannot sub-contract the Contract or any part of it without the Buyer's prior written consent. The Supplier shall provide the Buyer with information about the Subcontractor as it reasonably requests. The decision of the Buyer to consent or not will not be unreasonably withheld or delayed. If the Buyer does not communicate a decision to the Supplier within 10 Working Days of the request for consent then its consent will be deemed to have been given. The Buyer may reasonably withhold its consent to the appointment of a Subcontractor if it considers that:
- 27.2.1 the appointment of a proposed Subcontractor may prejudice the provision of the Deliverables or may be contrary to its interests;
- 27.2.2 the proposed Subcontractor is unreliable and/or has not provided reliable goods and or reasonable services to its other customers; and/or
- 27.2.3 the proposed Subcontractor employs unfit persons
- 27.3 The Buyer can assign, novate or transfer its Contract or any part of it to any Crown Body, public or private sector body which performs the functions of the Buyer.
- 27.4 When the Buyer uses its rights under Clause 27.3 the Supplier must enter into a novation agreement in the form that the Buyer specifies.
- 27.5 The Supplier can terminate the Contract novated under Clause 27.3 to a private sector body that is experiencing an Insolvency Event.
- 27.6 The Supplier remains responsible for all acts and omissions of the Supplier Staff as if they were its own.
- 27.7 If at any time the Buyer asks the Supplier for details about Subcontractors, the Supplier must provide details of Subcontractors at all levels of the supply chain including:
- 27.7.1 their name:
- 27.7.2 the scope of their appointment;
- 27.7.3 the duration of their appointment; and
- 27.7.4 a copy of the Sub-Contract.

#### 28. Changing the contract

- 28.1 Either Party can request a Variation to the Contract which is only effective if agreed in writing, including where it is set out in the Variation Form, and signed by both Parties.
- 28.2 The Supplier must provide an Impact Assessment either:
- 28.2.1 with the Variation Form, where the Supplier requests the Variation; and

- 28.2.2 within the time limits included in a Variation Form requested by the Buyer.
- 28.3 If the Variation to the Contract cannot be agreed or resolved by the Parties, the Buyer can either:
- 28.3.1 agree that the Contract continues without the Variation; and
- 28.3.2 refer the Dispute to be resolved using Clause 39 (Resolving Disputes).
- 28.4 The Buyer is not required to accept a Variation request made by the Supplier.
- 28.5 The Supplier may only reject a Variation requested by the Buyer if the Supplier:
- 28.5.1 reasonably believes that the Variation would materially and adversely affect the risks to the health and safety of any person or that it would result in the Deliverables being provided in a way that infringes any Law; or
- 28.5.2 demonstrates to the Buyer's reasonable satisfaction that the Variation is technically impossible to implement and that neither the Tender nor the Specification state that the Supplier has the required technical capacity or flexibility to implement the Variation.
- 28.6 If there is a General Change in Law, the Supplier must bear the risk of the change and is not entitled to ask for an increase to the Charges.
- 28.7 If there is a Specific Change in Law or one is likely to happen during the Contract Period the Supplier must give the Buyer notice of the likely effects of the changes as soon as reasonably practical. They must also say if they think any Variation is needed either to the Deliverables, the Charges or the Contract and provide evidence:
- 28.7.1 that the Supplier has kept costs as low as possible, including in Subcontractor costs; and
- 28.7.2 of how it has affected the Supplier's costs.
- 28.8 Any change in the Charges or relief from the Supplier's obligations because of a Specific Change in Law must be implemented using Clauses 28.1 to 28.4.

#### 29. How to communicate about the contract

- 29.1 All notices under the Contract must be in writing and are considered effective on the Working Day of delivery as long as they're delivered before 5:00pm on a Working Day. Otherwise the notice is effective on the next Working Day. An email is effective at 9am on the first Working Day after sending unless an error message is received.
- 29.2 Notices to the Buyer must be sent to the Buyer Authorised Representative's address or email address in the Award Form.

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

# 30. **Dealing with claims**

- 30.1 If a Beneficiary is notified of a Claim then it must notify the Indemnifier as soon as reasonably practical and no later than 10 Working Days.
- 30.2 At the Indemnifier's cost the Beneficiary must both:
- 30.2.1 allow the Indemnifier to conduct all negotiations and proceedings to do with a Claim; and
- 30.2.2 give the Indemnifier reasonable assistance with the claim if requested.
- 30.3 The Beneficiary must not make admissions about the Claim without the prior written consent of the Indemnifier which cannot be unreasonably withheld or delayed.
- 30.4 The Indemnifier must consider and defend the Claim diligently using competent legal advisors and in a way that doesn't damage the Beneficiary's reputation.
- 30.5 The Indemnifier must not settle or compromise any Claim without the Beneficiary's prior written consent which it must not unreasonably withhold or delay.
- 30.6 Each Beneficiary must use all reasonable endeavours to minimise and mitigate any losses that it suffers because of the Claim.
- 30.7 If the Indemnifier pays the Beneficiary money under an indemnity and the Beneficiary later recovers money which is directly related to the Claim, the Beneficiary must immediately repay the Indemnifier the lesser of either:
- 30.7.1 the sum recovered minus any legitimate amount spent by the Beneficiary when recovering this money; and
- 30.7.2 the amount the Indemnifier paid the Beneficiary for the Claim.

## 31. Preventing fraud, bribery and corruption

- 31.1 The Supplier must not during the Contract Period:
- 31.1.1 commit a Prohibited Act or any other criminal offence in the Regulations 57(1) and 57(2);
- 31.1.2 do or allow anything which would cause the Buyer, including any of their employees, consultants, contractors, Subcontractors or agents to breach any of the Relevant Requirements or incur any liability under them.
- 31.2 The Supplier must during the Contract Period:

- 31.2.1 create, maintain and enforce adequate policies and procedures to ensure it complies with the Relevant Requirements to prevent a Prohibited Act and require its Subcontractors to do the same;
- 31.2.2 keep full records to show it has complied with its obligations under this Clause 31 and give copies to the Buyer on request; and
- 31.2.3 if required by the Buyer, within 20 Working Days of the Start Date of the Contract, and then annually, certify in writing to the Buyer, that they have complied with this Clause 31, including compliance of Supplier Staff, and provide reasonable supporting evidence of this on request, including its policies and procedures.
- 31.3 The Supplier must immediately notify the Buyer if it becomes aware of any breach of Clauses 31.1 or has any reason to think that it, or any of the Supplier Staff, have either:
- 31.3.1 been investigated or prosecuted for an alleged Prohibited Act;
- 31.3.2 been debarred, suspended, proposed for suspension or debarment, or are otherwise ineligible to take part in procurement programmes or contracts because of a Prohibited Act by any government department or agency;
- 31.3.3 received a request or demand for any undue financial or other advantage of any kind related to the Contract; and
- 31.3.4 suspected that any person or Party directly or indirectly related to the Contract has committed or attempted to commit a Prohibited Act.
- 31.4 If the Supplier notifies the Buyer as required by Clause 31.3, the Supplier must respond promptly to their further enquiries, co-operate with any investigation and allow the Audit of any books, records and relevant documentation.
- 31.5 If the Supplier is in Default under Clause 31.1 the Buyer may:
- 31.5.1 require the Supplier to remove any Supplier Staff from providing the Deliverables if their acts or omissions have caused the Default; and
- 31.5.2 immediately terminate this agreement.
- 31.6 In any notice the Supplier gives under Clause 31.4 it must specify the:
- 31.6.1 Prohibited Act:
- 31.6.2 identity of the Party who it thinks has committed the Prohibited Act; and
- 31.6.3 action it has decided to take.
- 32. Equality, diversity and human rights

- 32.1 The Supplier must follow all applicable equality Law when they perform their obligations under the Contract, including:
- 32.1.1 protections against discrimination on the grounds of race, sex, gender reassignment, religion or belief, disability, sexual orientation, pregnancy, maternity, age or otherwise; and
- 32.1.2 any other requirements and instructions which the Buyer reasonably imposes related to equality Law.
- 32.2 The Supplier must use all reasonable endeavours, and inform the Buyer of the steps taken, to prevent anything that is considered to be unlawful discrimination by any court or tribunal, or the Equality and Human Rights Commission (or any successor organisation) when working on the Contract.

## 33. Health and safety

- 33.1 The Supplier must perform its obligations meeting the requirements of:
- 33.1.1 all applicable Law regarding health and safety; and
- 33.1.2 the Buyer's current health and safety policy while at the Buyer's Premises, as provided to the Supplier.
- 33.2 The Supplier must as soon as possible notify the other of any health and safety incidents or material hazards they're aware of at the Buyer Premises that relate to the performance of the Contract.

#### 34. Environment

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

#### 35. **Tax**

- 35.1 The Supplier must not breach any tax or social security obligations and must enter into a binding agreement to pay any late contributions due, including where applicable, any interest or any fines. The Buyer cannot terminate the Contract where the Supplier has not paid a minor tax or social security contribution.
- 35.2 Where the Charges payable under the Contract are or are likely to exceed £5 million at any point during the relevant Contract Period, and an Occasion of Tax Non-Compliance occurs, the Supplier must notify the Buyer of it within 5 Working Days including:
- 35.2.1 the steps that the Supplier is taking to address the Occasion of Tax Non-Compliance and any mitigating factors that it considers relevant; and

- 35.2.2 other information relating to the Occasion of Tax Non-Compliance that the Buyer may reasonably need.
- 35.3 Where the Supplier or any Supplier Staff are liable to be taxed or to pay National Insurance contributions in the UK relating to payment received under the Contract, the Supplier must both:
- 35.3.1 comply with the Income Tax (Earnings and Pensions) Act 2003 and all other statutes and regulations relating to income tax, the Social Security Contributions and Benefits Act 1992 (including IR35) and National Insurance contributions; and
- 35.3.2 indemnify the Buyer against any Income Tax, National Insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made during or after the Contract Period in connection with the provision of the Deliverables by the Supplier or any of the Supplier Staff.
- 35.4 If any of the Supplier Staff are Workers who receive payment relating to the Deliverables, then the Supplier must ensure that its contract with the Worker contains the following requirements:
- 35.4.1 the Buyer may, at any time during the Contract Period, request that the Worker provides information which demonstrates they comply with Clause 35.3.1, or why those requirements do not apply, the Buyer can specify the information the Worker must provide and the deadline for responding;
- 35.4.2 the Worker's contract may be terminated at the Buyer's request if the Worker fails to provide the information requested by the Buyer within the time specified by the Buyer;
- 35.4.3 the Worker's contract may be terminated at the Buyer's request if the Worker provides information which the Buyer considers isn't good enough to demonstrate how it complies with Clause 35.3.1 or confirms that the Worker is not complying with those requirements; and
- 35.4.4 the Buyer may supply any information they receive from the Worker to HMRC for revenue collection and management.

#### 36. Conflict of interest

- 36.1 The Supplier must take action to ensure that neither the Supplier nor the Supplier Staff are placed in the position of an actual, potential or perceived Conflict of Interest.
- 36.2 The Supplier must promptly notify and provide details to the Buyer if an actual, potential or perceived Conflict of Interest happens or is expected to happen.
- 36.3 The Buyer will consider whether there are any appropriate measures that can be put in place to remedy an actual, perceived or potential Conflict of Interest. If, in the reasonable opinion of the Buyer, such measures do not or will not resolve an actual or potential Conflict of Interest, the Buyer may terminate its Contract immediately by giving notice in writing to the Supplier where there is or may be an actual or potential Conflict of Interest.

## 37. Reporting a breach of the contract

- 37.1 As soon as it is aware of it the Supplier and Supplier Staff must report to the Buyer any actual or suspected breach of:
- 37.1.1 Law;
- 37.1.2 Clause 16.1; and
- 37.1.3 Clauses 31 to 36.
- 37.2 The Supplier must not retaliate against any of the Supplier Staff who in good faith reports a breach listed in Clause 37.1 to the Buyer or a Prescribed Person.

## 38. Further Assurances

Each Party will, at the request and cost of the other Party, do all things which may be reasonably necessary to give effect to the meaning of this Contract.

## 39. Resolving disputes

- 39.1 If there is a Dispute, the senior representatives of the Parties who have authority to settle the Dispute will, within 28 days of a written request from the other Party, meet in good faith to resolve the Dispute by commercial negotiation.
- 39.2 If the Parties cannot resolve the Dispute via commercial negotiation, they can attempt to settle it by mediation using the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure current at the time of the Dispute. If the Parties cannot agree on a mediator, the mediator will be nominated by CEDR. If either Party does not wish to use, or continue to use mediation, or mediation does not resolve the Dispute, the Dispute must be resolved using Clauses 39.4 to 39.6.
- 39.3 Unless the Buyer refers the Dispute to arbitration using Clause 39.5, the Parties irrevocably agree that the courts of England and Wales have the exclusive jurisdiction to:
- 39.3.1 determine the Dispute;
- 39.3.2 grant interim remedies; and
- 39.3.3 grant any other provisional or protective relief.
- 39.4 The Supplier agrees that the Buyer has the exclusive right to refer any Dispute to be finally resolved by arbitration under the London Court of International Arbitration Rules current at the time of the Dispute. There will be only one arbitrator. The seat or legal place of the arbitration will be London and the proceedings will be in English.
- 39.5 The Buyer has the right to refer a Dispute to arbitration even if the Supplier has started or has attempted to start court proceedings under Clause 39.4, unless the Buyer has agreed to the court

proceedings or participated in them. Even if court proceedings have started, the Parties must do everything necessary to ensure that the court proceedings are stayed in favour of any arbitration proceedings if they are started under Clause 39.5.

39.6 The Supplier cannot suspend the performance of the Contract during any Dispute.

# 40. Which law applies

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

# **Schedule 36 (Intellectual Property Rights)**

# 1. Intellectual Property Rights

- 1.1. Each Party keeps ownership of its own Existing IPR. Neither Party has the right to use the other Party's IPR, including any use of the other Party's names, logos or trademarks, except as expressly granted elsewhere under the Contract or otherwise agreed in writing.
- 1.2. Except as expressly granted elsewhere under the Contract, neither Party acquires any right, title or interest in or to the IPR owned by the other Party or any third party.

#### 1.3. Licences granted by the Supplier: Supplier Existing IPR

- 1.3.1. Where the Buyer orders Deliverables which contain or rely upon Supplier Existing IPR, the Supplier hereby grants the Buyer a Supplier Existing IPR Licence on the terms set out in Paragraph The Supplier Existing IPR Licence granted by the Supplier to the Buyer is a non-exclusive, perpetual, royalty-free, irrevocable, transferable, worldwide licence to use, change and sub-license any Supplier Existing IPR which is reasonably required by the Buyer to enable it:.
- 1.3.2. The Supplier Existing IPR Licence granted by the Supplier to the Buyer is a non-exclusive, perpetual, royalty-free, irrevocable, transferable, worldwide licence to use, change and sub-license any Supplier Existing IPR which is reasonably required by the Buyer to enable it:
  - 1.3.2.1. or any End User to use and receive the Deliverables; or
  - 1.3.2.2. to use, sub-licence or commercially exploit (including by publication under Open Licence) the New IPR and New IPR Items,

for any purpose relating to the exercise of the Buyer's (or, if the Buyer is a Public Sector Body, any other Public Sector Body's) business or function.

# 1.4. Licences granted by the Buyer and New IPR

- 1.4.1. Any New IPR created under the Contract is owned by the Buyer. The Buyer gives the Supplier a licence to use any Buyer Existing IPR and New IPR for the purpose of fulfilling its obligations during the Contract Period.
- 1.4.2. Where a Party acquires ownership of IPR incorrectly under this Contract it must do everything reasonably necessary to complete a transfer assigning them in writing to the other Party on request and at its own cost.
- 1.4.3. Unless otherwise agreed in writing, the Supplier and the Buyer will record any New IPR in the table at Annex 1 to this Schedule 36 and keep this updated throughout the Contract Period.

### 1.5. Open Licence Publication

- 1.5.1. Subject to Paragraph The Supplier may within 15 days of a Buyer Open Licence Request under Paragraph The Supplier will supply any or all New IPR Items in a format suitable for publication under Open Licence ("the Open Licence Publication Material") within 30 days of written request from the Buyer ("Buyer Open Licence Request"). request in writing that the Buyer excludes all or part of:, the Supplier agrees that the Buyer may at its sole discretion publish under Open Licence all or part of the New IPR Items.
- 1.5.2. Subject to Paragraph The Supplier may within 15 days of a Buyer Open Licence Request under Paragraph The Supplier will supply any or all New IPR Items in a format suitable for publication under Open Licence ("the Open Licence Publication Material") within 30 days of written request from the Buyer ("Buyer Open Licence Request"). request in writing that the Buyer excludes all or part of:, the Supplier hereby warrants that the New IPR Items are suitable for release under Open Licence.
- 1.5.3. The Supplier will supply any or all New IPR Items in a format suitable for publication under Open Licence ("the Open Licence Publication Material") within 30 days of written request from the Buyer ("Buyer Open Licence Request").
- 1.5.4. The Supplier may within 15 days of a Buyer Open Licence Request under Paragraph The Supplier will supply any or all New IPR Items in a format suitable for publication under Open Licence ("the Open Licence Publication Material") within 30 days of written request from the Buyer ("Buyer Open Licence Request"). request in writing that the Buyer excludes all or part of:
  - 1.5.4.1. the New IPR; or
  - 1.5.4.2. Supplier Existing IPR or Third Party IPR that would otherwise be included in the Open Licence Publication Material supplied to the Buyer pursuant to Paragraph The Supplier will supply any or all New IPR Items in a format suitable for publication under Open Licence ("the Open Licence Publication Material") within 30 days of written request from the Buyer ("Buyer Open Licence Request").

# from Open Licence publication.

- 1.5.5. Any decision to Approve any such request from the Supplier pursuant to Paragraph The Supplier may within 15 days of a Buyer Open Licence Request under Paragraph The Supplier will supply any or all New IPR Items in a format suitable for publication under Open Licence ("the Open Licence Publication Material") within 30 days of written request from the Buyer ("Buyer Open Licence Request"). request in writing that the Buyer excludes all or part of: shall be at the Buyer's sole discretion, not to be unreasonably withheld, delayed or conditioned.
- 1.5.6. Subject to Clause **Error! Reference source not found.** of the Core Terms, the Buyer will not be liable in the event that any Supplier Existing IPR or Third Party IPR is included in the Open Licence Publication Material published by the Buyer.

# 1.6. Third Party IPR

- 1.6.1. The Supplier shall not use in the delivery of the Deliverables any Third Party IPR unless Approval is granted by the Buyer and it has procured that the owner or an authorised licensor of the relevant Third Party IPR has granted a Third Party IPR Licence on the terms set out in Paragraph The Third Party IPR Licence granted to the Buyer shall be a non-exclusive, perpetual, royalty-free, irrevocable, transferable, worldwide licence to use, change and sub-licence any Third Party IPR which is reasonably required by the Buyer to enable it or any End User to receive and use the Deliverables and make use of the deliverables provided by a Replacement Supplier.. If the Supplier cannot obtain for the Buyer a licence on the terms set out in Paragraph The Third Party IPR Licence granted to the Buyer shall be a non-exclusive, perpetual, royalty-free, irrevocable, transferable, worldwide licence to use, change and sub-licence any Third Party IPR which is reasonably required by the Buyer to enable it or any End User to receive and use the Deliverables and make use of the deliverables provided by a Replacement Supplier. in respect of any Third Party IPR the Supplier shall:
  - 1.6.1.1. notify the Buyer in writing; and
  - 1.6.1.2. use the relevant Third Party IPR only if the Buyer has provided authorisation in writing, with reference to the acts authorised and the specific IPR involved.
- 1.6.2. In spite of any other provisions of the Contract and for the avoidance of doubt, award of this Contract by the Buyer and the ordering of any Deliverable under it does not constitute an authorisation by the Crown under Sections 55 and 56 of the Patents Act 1977 Section 12 of the Registered Designs Act 1949 or Sections 240 243 of the Copyright, Designs and Patents Act 1988.
- 1.6.3. The Third Party IPR Licence granted to the Buyer shall be a non-exclusive, perpetual, royalty-free, irrevocable, transferable, worldwide licence to use, change and sublicence any Third Party IPR which is reasonably required by the Buyer to enable it or any End User to receive and use the Deliverables and make use of the deliverables provided by a Replacement Supplier.

#### 1.7. Termination of licences

- 1.7.1. The Supplier Existing IPR Licence granted pursuant to Paragraph Licences granted by the Supplier: Supplier Existing IPR and the Third Party IPR Licence granted pursuant to Paragraph Third Party IPR shall survive the Expiry Date and termination of this Contract.
- 1.7.2. The Supplier shall, if requested by the Buyer in accordance with Schedule 30 (Exit Management) and to the extent reasonably necessary to ensure continuity of service during exit and transition to any Replacement Supplier, grant (or procure the grant) to the Replacement Supplier a licence to use any Supplier Existing IPR or Third Party IPR on terms equivalent to the Supplier Existing IPR Licence or Third Party IPR Licence (as applicable) subject to the Replacement Supplier entering into reasonable confidentiality undertakings with the Supplier.

- 1.7.3. Any licence granted to the Supplier pursuant to Paragraph Licences granted by the Buyer and New IPR (Licence granted by the Buyer) shall terminate automatically on the Expiry Date and the Supplier shall:
  - 1.7.3.1. immediately cease all use of the Buyer Existing IPR (including the Buyer Data within which the Buyer Existing IPR may subsist);
  - 1.7.3.2. at the discretion of the Buyer, return or destroy documents and other tangible materials that contain any of the Buyer Existing IPR and the Buyer Data, provided that if the Buyer has not made an election within six months of the termination of the licence, the Supplier may destroy the documents and other tangible materials that contain any of the Buyer Existing IPR and the Buyer Data (as the case may be); and
  - 1.7.3.3. ensure, so far as reasonably practicable, that any Buyer Existing IPR and Buyer Data that are held in electronic, digital or other machine-readable form ceases to be readily accessible from any computer, word processor, voicemail system or any other device of the Supplier containing such Buyer Existing IPR or Buyer Data.

# **Schedule 1 (Definitions)**

#### **Definitions**

- 1.1 In the Contract, unless the context otherwise requires, capitalised expressions shall have the meanings set out in this Schedule 1 (Definitions) or the relevant Schedule in which that capitalised expression appears.
- 1.2 If a capitalised expression does not have an interpretation in this Schedule or any other Schedule, it shall, in the first instance, be interpreted in accordance with the common interpretation within the relevant market sector/industry where appropriate. Otherwise, it shall be interpreted in accordance with the dictionary meaning.
- 1.3 In the Contract, unless the context otherwise requires:
  - 1.3.1 the singular includes the plural and vice versa;
  - 1.3.2 reference to a gender includes the other gender and the neuter;
  - 1.3.3 references to a person include an individual, company, body corporate, corporation, unincorporated association, firm, partnership or other legal entity or Crown Body;
  - 1.3.4 a reference to any Law includes a reference to that Law as amended, extended, consolidated or re-enacted from time to time:
  - 1.3.5 the words "including", "other", "in particular", "for example" and similar words shall not limit the generality of the preceding words and shall be construed as if they were immediately followed by the words "without limitation";
  - 1.3.6 references to "writing" include typing, printing, lithography, photography, display on a screen, electronic and facsimile transmission and other modes of representing or reproducing words in a visible form, and expressions referring to writing shall be construed accordingly;
  - 1.3.7 references to "representations" shall be construed as references to present facts, to "warranties" as references to present and future facts and to "undertakings" as references to obligations under the Contract;
  - 1.3.8 references to "Clauses" and "Schedules" are, unless otherwise provided, references to the clauses and schedules of the Core Terms and references in any Schedule to parts, paragraphs, annexes and tables are, unless otherwise provided, references to the parts, paragraphs, annexes and tables of the Schedule in which these references appear;
  - 1.3.9 references to **"Paragraphs"** are, unless otherwise provided, references to the paragraph of the appropriate Schedules unless otherwise provided; and
  - 1.3.10 references to a series of Clauses or Paragraphs shall be inclusive of the clause numbers specified.
  - 1.3.11 the headings in the Contract are for ease of reference only and shall not affect the interpretation or construction of the Contract; and

- 1.3.12 where the Buyer is a Crown Body it shall be treated as contracting with the Crown as a whole.
- 1.3.13 Any reference in this Contract which immediately before IP Completion Day (or such later date when relevant EU law ceases to have effect pursuant to Section 1A of the European Union (Withdrawal) Act 2018) is a reference to (as it has effect from time to time):
  - (I) any EU regulation, EU decision, EU tertiary legislation or provision of the EEA agreement ("EU References") which is to form part of domestic law by application of Section 3 of the European Union (Withdrawal) Act 2018 and which shall be read on and after IP Completion Day as a reference to the EU References as they form part of domestic law by virtue of Section 3 of the European Union (Withdrawal) Act 2018 as modified by domestic law from time to time; and
    - (ii) any EU institution or EU authority or other such EU body shall be read on and after IP Completion Day as a reference to the UK institution, authority or body to which its functions were transferred.
- 1.4 In the Contract, unless the context otherwise requires, the following words shall have the following meanings:

"Achieve"	in respect of a Test, to successfully pass such Test without any Test Issues and in respect of a Milestone, the issue of a Satisfaction Certificate in respect of that Milestone and "Achieved", "Achieving" and "Achievement" shall be construed accordingly;
"Additional FDE Group Member"	means any entity (if any) specified as an Additional FDE Group Member in Part A of Annex 3 of Schedule 24 (Financial Difficulties);
"Affected Party"	the party seeking to claim relief in respect of a Force Majeure Event;
"Affiliates"	in relation to a body corporate, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control of that body corporate from time to time;
"Allowable Assumptions"	means the assumptions (if any) set out in Annex 2 of Schedule 3 (Charges);
"Annex"	extra information which supports a Schedule;
"Approval"	the prior written consent of the Buyer and "Approve" and "Approved" shall be construed accordingly;

# "Associates" means, in relation to an entity, an undertaking in which the entity owns, directly or indirectly, between 20% and 50% of the voting rights and exercises a degree of control sufficient for the undertaking to be treated as an associate under generally accepted accounting principles: "Audit" the Buyer's right to: verify the integrity and content of any Financial Report; verify the accuracy of the Charges and any other amounts (b) payable by the Buyer under a Contract (including proposed or actual variations to them in accordance with the Contract): verify the costs of the Supplier (including the costs of all Subcontractors and any third party suppliers) in connection with the provision of the Services; verify the Open Book Data; (d) verify the Supplier's and each Subcontractor's compliance (e) with the applicable Law; identify or investigate actual or suspected breach of Clauses (f) 3 to 37 and/or Schedule 26 (Sustainability), impropriety or accounting mistakes or any breach or threatened breach of security and in these circumstances the Buyer shall have no obligation to inform the Supplier of the purpose or objective of its investigations; identify or investigate any circumstances which may impact upon the financial stability of the Supplier, any Guarantor, and/or any Subcontractors or their ability to provide the Deliverables; obtain such information as is necessary to fulfil the Buyer's obligations to supply information for parliamentary, ministerial, judicial or administrative purposes including the supply of information to the Comptroller and Auditor General; review any books of account and the internal contract (i) management accounts kept by the Supplier in connection with the Contract; carry out the Buyer's internal and statutory audits and to (j) prepare, examine and/or certify the Buyer's annual and interim reports and accounts; enable the National Audit Office to carry out an examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Buyer has used its resources:

"Auditor"	(a) the Buyer's internal and external auditors;	
	(b) the Buyer's statutory or regulatory auditors;	
	(c) the Comptroller and Auditor General, their staff and/or any appointed representatives of the National Audit Office;	
	(d) HM Treasury or the Cabinet Office;	
	(e) any party formally appointed by the Buyer to carry out audit or similar review functions; and	
	(f) successors or assigns of any of the above;	
"Award Form"	the document outlining the Incorporated Terms and crucial information required for the Contract, to be executed by the Supplier and the Buyer;	
"Beneficiary"	a Party having (or claiming to have) the benefit of an indemnity under this Contract;	
"Buyer"	the public sector purchaser identified as such in the Order Form;	
"Buyer Assets"	the Buyer's infrastructure, data, software, materials, assets, equipment or other property owned by and/or licensed or leased to the Buyer and which is or may be used in connection with the provision of the Deliverables which remain the property of the Buyer throughout the term of the Contract;	
"Buyer Authorised Representative"	the representative appointed by the Buyer from time to time in relation to the Contract initially identified in the Award Form;	
"Buyer Cause"	has the meaning given to it in the Award Form;	
"Buyer Data"	means the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, including any Buyer's or End User's Confidential Information, and which:	
	(a) are supplied to the Supplier by or on behalf of the Buyer, or End User; or	
	(b) the Supplier is required to generate, process, store or transmit pursuant to this Contract; or	
	(c) any Personal Data for which the Buyer or End User is the Controller;	

"Buyer Existing IPR"	means any and all IPR that are owned by or licensed to the Buyer, and where the Buyer is a Central Government Body, any Crown IPR, and which are or have been developed independently of the Contract (whether prior to the Start Date or otherwise)		
"Buyer Premises"	premises owned, controlled or occupied by the Buyer which are made available for use by the Supplier or its Subcontractors for the provision of the Deliverables (or any of them);		
"Buyer Third Party"	means any supplier to the Buyer (other than the Supplier), which is notified to the Supplier from time to time;		
"Buyer's Confidential Information"	<ul> <li>(a) all Personal Data and any information, however it is conveyed, that relates to the business, affairs, developments, property rights, trade secrets, Know-How and IPR of the Buyer (including all Buyer Existing IPR and New IPR);</li> </ul>		
	(b) any other information clearly designated as being confidential (whether or not it is marked "confidential") or which ought reasonably be considered confidential which comes (or has come) to the Buyer's attention or into the Buyer's possession in connection with the Contract; and		
	information derived from any of the above;		
"Central Government Body"	a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics:		
	(a) Government Department;		
	<ul><li>(b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);</li></ul>		
	(c) Non-Ministerial Department; or		
	(d) Executive Agency;		
"Change in Law"	any change in Law which impacts on the supply of the Deliverables and performance of the Contract which comes into force after the Start Date;		
"Change of Control"	a change of control within the meaning of Section 450 of the Corporation Tax Act 2010;		
"Charges"	the prices (exclusive of any applicable VAT), payable to the Supplier by the Buyer under the Contract, as set out in the Award Form, for the full and proper performance by the Supplier of its obligations under the Contract less any Deductions;		

"Claim"	any claim which it appears that a Beneficiary is, or may become, entitled to indemnification under this Contract;	
"Commercially Sensitive Information"	the Confidential Information listed in the Award Form (if any) comprising of commercially sensitive information relating to the Supplier, its IPR or its business or which the Supplier has indicated to the Buyer that, if disclosed by the Buyer, would cause the Supplier significant commercial disadvantage or material financial loss;	
"Comparable Supply"	the supply of Deliverables to another Buyer of the Supplier that are the same or similar to the Deliverables;	
"Compliance Officer"	the person(s) appointed by the Supplier who is responsible for ensuring that the Supplier complies with its legal obligations;	
"Confidential Information"	means any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, Know-How, personnel and suppliers of the Buyer or the Supplier, including IPRs, together with information derived from the above, and any other information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential;	
"Conflict of Interest"	a conflict between the financial or personal duties of the Supplier or the Supplier Staff and the duties owed to the Buyer under the Contract, in the reasonable opinion of the Buyer;	
"Contract"	the contract between the Buyer and the Supplier, which consists of the terms set out and referred to in the Award Form;	
"Contract Period"	the term of the Contract from the earlier of the:  (a) Start Date; or  (b) the Effective Date  (c) until the End Date;	
"Contract Value"	the higher of the actual or expected total Charges paid or payable under the Contract where all obligations are met by the Supplier;	
"Contract Year"	a consecutive period of twelve (12) Months commencing on the Start Date or each anniversary thereof;	
"Control"	control in either of the senses defined in sections 450 and 1124 of the Corporation Tax Act 2010 and "Controlled" shall be construed accordingly;	

"Controller"	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;		
"Core Terms"	the Buyer's terms and conditions which apply to and comprise one part of the Contract set out in the document called "Core Terms";		
"Costs"	the following costs (without double recovery) to the extent that they are reasonably and properly incurred by the Supplier in providing the Deliverables:		
	CO	• •	or the Key Subcontractor (as the lated per Work Day, of engaging the
	(i)		base salary paid to the Supplier Staff;
	(ii)		employer's National Insurance contributions;
	(iii)		pension contributions;
	(iv)		car allowances;
	(v)		any other contractual employment benefits;
	(vi)		staff training;
	(vii)		work place accommodation;
	(viii	necessary to pro	quipment and tools reasonably ovide the Deliverables (but not included within limb (b) below); and
	(ix)	reasonable recr Buyer;	uitment costs, as agreed with the
	tre ac co: Su Su	ated as capital costs counting principles was to be charged in repplier to the Buyer opplier Asset is not he	ct of Supplier Assets which would be according to generally accepted within the UK, which shall include the espect of Supplier Assets by the r (to the extent that risk and title in any eld by the Supplier) any cost actually or in respect of those Supplier Assets;
	ab pro	ove, to the extent that	n are not included within (a) or (b) at such costs are necessary and a Supplier in the provision of the
	sp	•	es to the extent these have been n the Award Form and are incurred in bles;

	but excluding:	
	(e) Overhead;	
	(f) financing or similar costs;	
	(g) maintenance and support costs to the extent that these relate to maintenance and/or support Deliverables provided beyond the Contract Period whether in relation to Supplier Assets or otherwise;	
	(h) taxation;	
	(i) fines and penalties;	
	(j) amounts payable under Schedule 12 (Benchmarking) where such Schedule is used; and	
	<ul><li>(k) non-cash items (including depreciation, amortisation, impairments and movements in provisions);</li></ul>	
"Critical Service Level Failure"	has the meaning given to it in the Award Form;	
"Crown Body"	the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Government and the National Assembly for Wales), including government ministers and government departments and particular bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;	
"Crown IPR"	means any IPR which is owned by or licensed to the Crown, and which are or have been developed independently of the Contract (whether prior to the Start Date or otherwise);	
"CRTPA"	the Contract Rights of Third Parties Act 1999;	
"Data Protection Impact Assessment"	an assessment by the Controller of the impact of the envisaged Processing on the protection of Personal Data;	
"Data Protection Legislation"	(i) the UK GDPR, (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; and (iv) (to the extent that it applies) the EU GDPR;	
"Data Protection Liability Cap"	has the meaning given to it in the Award Form;	

"Data Protection Officer"	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;
"Data Subject"	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;
"Data Subject Access Request"	a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;
"Deductions"	all Service Credits, Delay Payments (if applicable), or any other deduction which the Buyer is paid or is payable to the Buyer under the Contract;
"Default"	any breach of the obligations of the Supplier (including abandonment of the Contract in breach of its terms) or any other default (including material default), act, omission, negligence or statement of the Supplier, of its Subcontractors or any Supplier Staff howsoever arising in connection with or in relation to the subject-matter of the Contract and in respect of which the Supplier is liable to the Buyer;
"Delay Payments"	the amounts (if any) payable by the Supplier to the Buyer in respect of a delay in respect of a Milestone as specified in the Implementation Plan;
"Deliverables"	Goods and/or Services that may be ordered under the Contract including the Documentation;
"Delivery"	delivery of the relevant Deliverable or Milestone in accordance with the terms of the Contract as confirmed and accepted by the Buyer by the either (a) confirmation in writing to the Supplier; or (b) where Schedule 8 (Implementation Plan and Testing) is used issue by the Buyer of a Satisfaction Certificate. "Deliver" and "Delivered" shall be construed accordingly;
"Dependent Parent Undertaking"	means any Parent Undertaking which provides any of its Subsidiary Undertakings and/or Associates, whether directly or indirectly, with any financial, trading, managerial or other assistance of whatever nature, without which the Supplier would be unable to continue the day to day conduct and operation of its business in the same manner as carried on at the time of entering into this Contract, including for the avoidance of doubt the provision of the Services in accordance with the terms of this Contract;
"Disaster"	the occurrence of one or more events which, either separately or cumulatively, mean that the Deliverables, or a material part thereof

	will be unavailable (or could reasonably be anticipated to be unavailable) for the period specified in the Award Form (for the purposes of this definition the <b>"Disaster Period"</b> );	
"Disclosing Party"	the Party directly or indirectly providing Confidential Information to the other Party in accordance with Clause 19 (What you must keep confidential);	
"Dispute"	any claim, dispute or difference (whether contractual or non- contractual) arising out of or in connection with the Contract or in connection with the negotiation, existence, legal validity, enforceability or termination of the Contract, whether the alleged liability shall arise under English law or under the law of some other country and regardless of whether a particular cause of action may successfully be brought in the English courts;	
"Dispute Resolution Procedure"	the dispute resolution procedure set out in Clause 39 (Resolving disputes);	
"Documentation"	descriptions of the Services and Service Levels, technical specifications, user manuals, training manuals, operating manuals, process definitions and procedures, system environment descriptions and all such other documentation (whether in hardcopy or electronic form) is required to be supplied by the Supplier to the Buyer under the Contract as:	
	(a) would reasonably be required by a competent third party capable of Good Industry Practice contracted by the Buyer to develop, configure, build, deploy, run, maintain, upgrade and test the individual systems that provide the Deliverables	
	<ul><li>(b) is required by the Supplier in order to provide the Deliverables; and/or</li></ul>	
	(c) has been or shall be generated for the purpose of providing the Deliverables;	
"DOTAS"	the Disclosure of Tax Avoidance Schemes rules which require a promoter of tax schemes to tell HMRC of any specified notifiable arrangements or proposals and to provide prescribed information on those arrangements or proposals within set time limits as contained in Part 7 of the Finance Act 2004 and in secondary legislation made under vires contained in Part 7 of the Finance Act 2004 and as extended to National Insurance Contributions;	
"DPA 2018"	The Data Protection Act 2018	
"Due Diligence Information"	any information supplied to the Supplier by or on behalf of the Buyer prior to the Start Date;	

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"Effective Date"	the date on which the final Party has signed the Contract;	
"EIR"	the Environmental Information Regulations 2004;	
"Employment Regulations"	the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) as amended or replaced;	
"End Date"	the earlier of:	
	(a) the Expiry Date as extended by the Buyer under Clause 14.2; or	
	(b) if the Contract is terminated before the date specified in (a) above, the date of termination of the Contract;	
"End User"	means a party that is accessing the Deliverables provided pursuant to this Contract (including the Buyer where it is accessing services on its own account as a user);	
"Environmental Policy"	to conserve energy, water, wood, paper and other resources, reduce waste and phase out the use of ozone depleting substances and minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment, including any written environmental policy of the Buyer;	
"Equality and Human Rights Commission"	the UK Government body named as such as may be renamed or replaced by an equivalent body from time to time;	
"Escalation Meeting"	means a meeting between the Supplier Authorised Representative and the Buyer Authorised Representative to address issues that have arisen during the Rectification Plan Process;	
"Estimated Year 1 Charges"	the anticipated total Charges payable by the Buyer in the first Contract Year specified in the Award Form;	
"Estimated Yearly Charges"	means for the purposes of calculating each Party's annual liability under Clause 15.1:	
	(a) in the first Contract Year, the Estimated Year 1 Charges; or	
	<ul><li>(b) in any subsequent Contract Years, the Charges paid or payable in the previous Contract Year; or</li></ul>	
	(c) after the end of the Contract, the Charges paid or payable in the last Contract Year during the Contract Period;	
"EU"	European Union	

"EU GDPR"	Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation) as it has effect in EU law;		
"Existing IPR"	any and all IPR that are owned by or licensed to either Party and which are or have been developed independently of the Contract (whether prior to the Start Date or otherwise);		
"Exit Plan"	has the meaning given to it in Paragraph 4.1 of Schedule 30 (Exit Plan);		
"Expiry Date"	the date of the end of the Contract as stated in the Award Form;		
"Extension Period"	such period or periods beyond which the Initial Period may be extended, specified in the Award Form;		
"FDE Group"	the Supplier and any Additional FDE Group Member;		
"Financial	The occurrence of one or more the following events:		
Distress Event"	(a) the credit rating of any FDE Group entity drops below the applicable Credit Rating Threshold of the relevant Rating Agency;		
	<ul> <li>(b) any FDE Group entity issues a profits warning to a stock exchange or makes any other public announcement, in each case about a material deterioration in its financial position or prospects;</li> </ul>		
	(c) there being a public investigation into improper financial accounting and reporting, suspected fraud or any other impropriety of any FDE Group entity;		
	(d) any FDE Group entity commits a material breach of covenant to its lenders;		
	(e) a Key Subcontractor notifies the Buyer that the Supplier has not paid any material sums properly due under a specified invoice and not subject to a genuine dispute;		
	(f) any FDE Group entity extends the filing period for filing its accounts with the Registrar of Companies so that the filing period ends more than 9 months after its accounting reference date without an explanation to the Buyer which the Buyer (acting reasonably) considers to be adequate;		
	(g) any FDE Group entity is late to file its annual accounts without a public notification or an explanation to the Buyer		

- which the Buyer (acting reasonably) considers to be adequate;
- (h) the directors and/or external auditors of any FDE Group entity conclude that a material uncertainty exists in relation to that FDE Group entity's going concern in the annual report including in a reasonable but plausible downside scenario. This includes, but is not limited to, commentary about liquidity and trading prospects in the reports from directors or external auditors;
- (i) any of the following:
  - (i) any FDE Group entity makes a public announcement which contains commentary with regards to that FDE Group entity's liquidity and trading and trading prospects, such as but not limited to, a profit warning or ability to trade as a going concern;
  - (ii) commencement of any litigation against any FDE Group entity with respect to financial indebtedness greater than £5m or obligations under a service contract with a total contract value greater than £5m;
  - (iii) non-payment by any FDE Group entity of any financial indebtedness;
  - (iv) any financial indebtedness of any FDE Group entity becoming due as a result of an event of default;
  - (v) the cancellation or suspension of any financial indebtedness in respect of any FDE Group entity; or
  - (vi) an external auditor of any FDE Group entity expressing a qualified opinion on, or including an emphasis of matter in, its opinion on the statutory accounts of that FDE Group entity,
    - in each case which the Buyer reasonably believes (or would be likely reasonably to believe) could directly impact on the continued provision of the Deliverables in accordance with the Contract; or
- (j) any [one] of the Financial Indicators set out in Part C of Annex 2 of Schedule 24 for any of the FDE Group entities failing to meet the required Financial Target Threshold.

"Financial	a report provided by the Supplier to the Buyer that:	
Report"	(a) to the extent permitted by Law, provides a true and fair reflection of the Costs and Supplier Profit Margin forecast by the Supplier;	
	<ul> <li>(b) to the extent permitted by Law, provides detail a true and fair reflection of the costs and expenses to be incurred by Key Subcontractors (as requested by the Buyer);</li> </ul>	
	(c) is in the same software package (Microsoft Excel or Microsoft Word), layout and format as the blank templates which have been issued by the Buyer to the Supplier on or before the Start Date for the purposes of this Contract; and	
	(d) is certified by the Supplier's Chief Financial Officer or Director of Finance;	
"Financial	means:	
Transparency Objectives"	(a) the Buyer having a clear analysis of the Costs, Overhead recoveries (where relevant), time spent by Supplier Staff in providing the Services and the Supplier Profit Margin so that it can understand any payment sought by the Supplier;	
	<ul> <li>(b) the Parties being able to understand Cost forecasts and to have confidence that these are based on justifiable numbers and appropriate forecasting techniques;</li> </ul>	
	(c) the Parties being able to understand the quantitative impact of any Variations that affect ongoing Costs and identifying how these could be mitigated and/or reflected in the Charges;	
	(d) the Parties being able to review, address issues with and re-forecast progress in relation to the provision of the Services;	
	(e) the Parties challenging each other with ideas for efficiency and improvements; and	
	(f) enabling the Buyer to demonstrate that it is achieving value for money for the tax payer relative to current market prices;	
"FOIA"	the Freedom of Information Act 2000 and any subordinate legislation made under that Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation;	
"Force Majeure Event"	any event, circumstance, matter or cause affecting the performance by either the Buyer or the Supplier of its obligations arising from:	

	(a) acts, events, omissions, happenings or non-happenings beyond the reasonable control of the Affected Party which prevent or materially delay the Affected Party from performing its obligations under a Contract;	
	<ul><li>(b) riots, civil commotion, war or armed conflict, acts of terrorism, nuclear, biological or chemical warfare;</li></ul>	
	(c) acts of a Crown Body, local government or regulatory bodies;	
	(d) fire, flood or any disaster; or	
	<ul> <li>(e) an industrial dispute affecting a third party for which a substitute third party is not reasonably available but excluding:</li> </ul>	
	<ul> <li>(x) any industrial dispute relating to the Supplier, the Supplier Staff (including any subsets of them) or any other failure in the Supplier or the Subcontractor's supply chain;</li> </ul>	
	<ul> <li>(xi) any event, occurrence, circumstance, matter or cause which is attributable to the wilful act, neglect or failure to take reasonable precautions against it by the Party concerned; and</li> </ul>	
	(xii) any failure of delay caused by a lack of funds,	
	and which is not attributable to any wilful act, neglect or failure to take reasonable preventative action by that Party;	
"Force Majeure Notice"	a written notice served by the Affected Party on the other Party stating that the Affected Party believes that there is a Force Majeure Event;	
"General Anti-	(a) the legislation in Part 5 of the Finance Act 2013 and; and	
Abuse Rule"	(b) any future legislation introduced into parliament to counteract tax advantages arising from abusive arrangements to avoid National Insurance contributions;	
"General Change in Law"	a Change in Law where the change is of a general legislative nature (including taxation or duties of any sort affecting the Supplier) or which affects or relates to a Comparable Supply;	
"Goods"	goods made available by the Supplier as specified in Schedule 2 (Specification) and in relation to a Contract as specified in the Award Form;	

"Good Industry Practice"	standards, practices, methods and procedures conforming to the Law and the exercise of the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged within the relevant industry or business sector;
"Government"	the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Government and the National Assembly for Wales), including government ministers and government departments and other bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;
"Government Data"	the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, including any of the Buyer's Confidential Information, and which:
	(a) are supplied to the Supplier by or on behalf of the Buyer; or
	(b) the Supplier is required to generate, process, store or transmit pursuant to the Contract;
"Government Procurement Card"	the Government's preferred method of purchasing and payment for low value goods or services https://www.gov.uk/government/publications/government-procurement-card2;
"Guarantor"	the person (if any) who has entered into a guarantee in the form set out in Schedule 23 (Guarantee) in relation to this Contract;
"Halifax Abuse Principle"	the principle explained in the CJEU Case C-255/02 Halifax and others;
"HMRC"	Her Majesty's Revenue and Customs;
"ICT Policy"	the Buyer's policy in respect of information and communications technology, referred to in the Award Form, which is in force as at the Start Date (a copy of which has been supplied to the Supplier), as updated from time to time in accordance with the Variation Procedure;
"Impact Assessment"	an assessment of the impact of a Variation request by the Buyer completed in good faith, including:
	(a) details of the impact of the proposed Variation on the Deliverables and the Supplier's ability to meet its other obligations under the Contract;
	(b) details of the cost of implementing the proposed Variation;
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	<ul> <li>(c) details of the ongoing costs required by the proposed Variation when implemented, including any increase or decrease in the Charges (as applicable), any alteration in the resources and/or expenditure required by either Party and any alteration to the working practices of either Party;</li> <li>(d) a timetable for the implementation, together with any proposals for the testing of the Variation; and</li> <li>(e) such other information as the Buyer may reasonably request in (or in response to) the Variation request;</li> </ul>
"Implementation Plan"	the plan for provision of the Deliverables set out in Schedule 8 (Implementation Plan and Testing) where that Schedule is used or otherwise as agreed between the Supplier and the Buyer;
"Incorporated Terms"	the contractual terms applicable to the Contract specified in the Award Form;
"Indemnifier"	a Party from whom an indemnity is sought under this Contract;
"Independent Controller"	a party which is Controller of the same Personal Data as the other Party and there is no element of joint control with regards to that Personal Data;
"Indexation"	the adjustment of an amount or sum in accordance with the Award Form;
"Information"	has the meaning given under section 84 of the Freedom of Information Act 2000;
"Information Commissioner"	the UK's independent authority which deals with ensuring information relating to rights in the public interest and data privacy for individuals is met, whilst promoting openness by public bodies;
"Initial Period"	the initial term of the Contract specified in the Award Form;
"Insolvency Event"	with respect to any person, means:  (a) that person suspends, or threatens to suspend, payment of its debts, or is unable to pay its debts as they fall due or admits inability to pay its debts, or:  (i) (being a company or an LLP) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or

- (ii) (being a partnership) is deemed unable to pay its debts within the meaning of section 222 of the Insolvency Act 1986;
- (b) that person commences negotiations with one or more of its creditors (using a voluntary arrangement, scheme of arrangement or otherwise) with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with one or more of its creditors or takes any step to obtain a moratorium pursuant to Section 1A and Schedule A1 of the Insolvency Act 1986 other than (in the case of a company, an LLP or a partnership) for the sole purpose of a scheme for a solvent amalgamation of that person with one or more other companies or the solvent reconstruction of that person;
- another person becomes entitled to appoint a receiver over the assets of that person or a receiver is appointed over the assets of that person;
- (d) a creditor or encumbrancer of that person attaches or takes possession of, or a distress, execution or other such process is levied or enforced on or sued against, the whole or any part of that person's assets and such attachment or process is not discharged within fourteen (14) days;
- (e) that person suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business;
- (f) where that person is a company, an LLP or a partnership:
  - (i) a petition is presented (which is not dismissed within fourteen (14) days of its service), a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that person other than for the sole purpose of a scheme for a solvent amalgamation of that person with one or more other companies or the solvent reconstruction of that person;
  - (ii) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is filed at Court or given or if an administrator is appointed, over that person;
  - (iii) (being a company or an LLP) the holder of a qualifying floating charge over the assets of that person has

	become entitled to appoint or has appointed an administrative receiver; or
	<ul> <li>(iv) (being a partnership) the holder of an agricultural floating charge over the assets of that person has become entitled to appoint or has appointed an agricultural receiver; or</li> </ul>
	<ul> <li>(a) any event occurs, or proceeding is taken, with respect to that person in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned above;</li> </ul>
"Installation Works"	all works which the Supplier is to carry out at the beginning of the Contract Period to install the Goods in accordance with the Contract;
"Intellectual Property Rights" or "IPR"	(a) copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in internet domain names and website addresses and other rights in trade or business names, goodwill, designs, Know-How, trade secrets and other rights in Confidential Information;
	<ul> <li>(b) applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction; and</li> </ul>
	<ul><li>(c) all other rights having equivalent or similar effect in any country or jurisdiction;</li></ul>
"Invoicing Address"	the address to which the Supplier shall Invoice the Buyer as specified in the Award Form;
"IP Completion Day"	has the meaning given to it in the European Union (Withdrawal Agreement) Act 2020;
"IPR Claim"	any claim of infringement or alleged infringement (including the defence of such infringement or alleged infringement) of any IPR, used to provide the Deliverables or otherwise provided and/or licensed by the Supplier (or to which the Supplier has provided access) to the Buyer in the fulfilment of its obligations under the Contract;
"IR35"	the off-payroll rules requiring individuals who work through their company pay the same tax and National Insurance contributions

	as an employee which can be found online at:
	https://www.gov.uk/guidance/ir35-find-out-if-it-applies;
"Joint Controller Agreement"	the agreement (if any) entered into between the Buyer and the Supplier substantially in the form set out in Annex 2 of Schedule 20 (Processing Data);
"Joint Control"	where two or more Controllers jointly determine the purposes and means of Processing;
"Joint Controllers"	where two or more Controllers jointly determine the purposes and means of Processing;
"Key Staff"	the persons who the Supplier shall appoint to fill key roles in connection with the Services as listed in Annex 1 of Schedule 29 (Key Supplier Staff);
"Key Sub- Contract"	each Sub-Contract with a Key Subcontractor;
"Key	any Subcontractor:
Subcontractor"	(a) which is relied upon to deliver any work package within the Deliverables in their entirety; and/or
	(b) which, in the opinion of the Buyer performs (or would perform if appointed) a critical role in the provision of all or any part of the Deliverables; and/or
	(c) with a Sub-Contract with the Contract value which at the time of appointment exceeds (or would exceed if appointed) 10% of the aggregate Charges forecast to be payable under the Contract,
	and the Supplier shall list all such Key Subcontractors in section 29 of the Award Form;
"Know-How"	all ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know-how relating to the Deliverables but excluding know-how already in the other Party's possession before the Start Date;
"Law"	any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, right within the meaning of the European Union (Withdrawal) Act 2018 as amended by European Union (Withdrawal Agreement) Act 2020, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body with which the Supplier is bound to comply;

"Law Enforcement Processing"	processing under Part 3 of the DPA 2018;
"Losses"	all losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise and "Loss" shall be interpreted accordingly;
"Marketing Contact"	shall be the person identified in the Award Form;
"Milestone"	an event or task described in the Implementation Plan;
"Milestone Date"	the target date set out against the relevant Milestone in the Implementation Plan by which the Milestone must be Achieved;
"Month"	a calendar month and "Monthly" shall be interpreted accordingly;
"National Insurance"	contributions required by the Social Security Contributions and Benefits Act 1992 and made in accordance with the Social Security (Contributions) Regulations 2001 (SI 2001/1004);
"New IPR"	(a) IPR in items created by the Supplier (or by a third party on behalf of the Supplier) specifically for the purposes of the Contract and updates and amendments of these items including database schema; and/or
	(b) IPR in or arising as a result of the performance of the Supplier's obligations under the Contract and all updates and amendments to the same;
	but shall not include the Supplier's Existing IPR. Unless otherwise agreed in writing, any New IPR should be recorded in Schedule 36 and updated regularly;
"New IPR Item"	means a deliverable, document, product or other item within which New IPR subsists;
"Notifiable	means:
Default"	(a) the Supplier commits a material Default; and/or
	(b) the performance of the Supplier is likely to cause or causes a Critical Service Level Failure;

# "Occasion of Tax Non – Compliance"

#### where:

- (a) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 which is found on or after 1 April 2013 to be incorrect as a result of:
  - (xiii) a Relevant Tax Authority successfully challenging the Supplier under the General Anti-Abuse Rule or the Halifax Abuse Principle or under any tax rules or legislation in any jurisdiction that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle;
  - (xiv) the failure of an avoidance scheme which the Supplier was involved in, and which was, or should have been, notified to a Relevant Tax Authority under the DOTAS or any equivalent or similar regime in any jurisdiction; and/or
- (b) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 which gives rise, on or after 1 April 2013, to a criminal conviction in any jurisdiction for tax related offences which is not spent at the Start Date or to a civil penalty for fraud or evasion;

# "Open Book Data"

complete and accurate financial and non-financial information which is sufficient to enable the Buyer to verify the Charges already paid or payable and Charges forecast to be paid during the remainder of the Contract, including details and all assumptions relating to:

- (a) the Supplier's Costs broken down against each Good and/or Service and/or Deliverable, including actual capital expenditure (including capital replacement costs) and the unit cost and total actual costs of all Deliverables:
- (b) operating expenditure relating to the provision of the Deliverables including an analysis showing:
  - (xv) the unit costs and quantity of Goods and any other consumables and bought-in Deliverables;
  - (xvi) manpower resources broken down into the number and grade/role of all Supplier Staff (free of any contingency) together with a list of agreed rates against each manpower grade;
  - (xvii) a list of Costs underpinning those rates for each manpower grade, being the agreed rate less the Supplier Profit Margin; and

	(xviii) Reimbursable Expenses, if allowed under the Award Form;
	(c) Overheads;
	(d) all interest, expenses and any other third party financing costs incurred in relation to the provision of the Deliverables;
	(e) the Supplier Profit achieved over the Contract Period and on an annual basis;
	<ul> <li>(f) confirmation that all methods of Cost apportionment and Overhead allocation are consistent with and not more onerous than such methods applied generally by the Supplier;</li> </ul>
	<ul> <li>(g) an explanation of the type and value of risk and contingencies associated with the provision of the Deliverables, including the amount of money attributed to each risk and/or contingency; and</li> </ul>
	(h) the actual Costs profile for each Service Period;
"Open Licence"	means any material that is published for use, with rights to access and modify, by any person for free, under a generally recognised open licence including Open Government Licence as set out at <a href="http://www.nationalarchives.gov.uk/doc/open-government-licence/version/3/">http://www.nationalarchives.gov.uk/doc/open-government-licence/version/3/</a> and the Open Standards Principles documented at <a href="https://www.gov.uk/government/publications/open-standards-principles">https://www.gov.uk/government/publications/open-standards-principles</a> ;
"Open Licence Publication Material"	means items created pursuant to the Contract which the Buyer may wish to publish as Open Licence which are supplied in a format suitable for publication under Open Licence;
"Overhead"	those amounts which are intended to recover a proportion of the Supplier's or the Key Subcontractor's (as the context requires) indirect corporate costs (including financing, marketing, advertising, research and development and insurance costs and any fines or penalties) but excluding allowable indirect costs apportioned to facilities and administration in the provision of Supplier Staff and accordingly included within limb (a) of the definition of "Costs";
"Parent Undertaking"	has the meaning set out in section 1162 of the Companies Act 2006;
"Parliament"	takes its natural meaning as interpreted by Law;
"Party"	the Buyer or the Supplier and "Parties" shall mean both of them where the context permits;

"Personal Data"	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;
"Personal Data Breach"	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;
"Prescribed Person"	a legal adviser, an MP or an appropriate body which a whistle-blower may make a disclosure to as detailed in 'Whistleblowing: list of prescribed people and bodies', 24 November 2016, available online at: <a href="https://www.gov.uk/government/publications/blowing-the-whistle-list-of-prescribed-people-and-bodies2/whistleblowing-list-of-prescribed-people-and-bodies">https://www.gov.uk/government/publications/blowing-the-whistle-list-of-prescribed-people-and-bodies</a> ;
"Processing"	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;
"Processor"	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;
"Processor Personnel"	all directors, officers, employees, agents, consultants and suppliers of the Processor and/or of any Subprocessor engaged in the performance of its obligations under the Contract;
"Progress Meeting"	a meeting between the Buyer Authorised Representative and the Supplier Authorised Representative;
"Progress Report"	a report provided by the Supplier indicating the steps taken to achieve Milestones or delivery dates;
"Prohibited Acts"	(a) to directly or indirectly offer, promise or give any person working for or engaged by the Buyer or any other public body a financial or other advantage to:
	<ul><li>(xix) induce that person to perform improperly a relevant function or activity; or</li></ul>
	<ul><li>(xx) reward that person for improper performance of a relevant function or activity;</li></ul>
	(b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with the Contract; or
	(c) committing any offence:
	(xxi) under the Bribery Act 2010 (or any legislation repealed or revoked by such Act); or
	(xxii) under legislation or common law concerning fraudulent acts; or

	(xxiii) defrauding, attempting to defraud or conspiring to defraud the Buyer or other public body; or
	<ul> <li>(d) any activity, practice or conduct which would constitute one of the offences listed under (c) above if such activity, practice or conduct had been carried out in the UK;</li> </ul>
"Protective Measures"	technical and organisational measures which must take account of:
	(a) the nature of the data to be protected
	(b) harm that might result from Data Loss Event;
	(c) state of technological development
	(d) the cost of implementing any measures
	including 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;
"Public Sector Body "	means a formally established organisation that is (at least in part) publicly funded to deliver a public or government service;
"Recall"	a request by the Supplier to return Goods to the Supplier or the manufacturer after the discovery of safety issues or defects (including defects in the IPR rights) that might endanger health or hinder performance;
"Recipient Party"	the Party which receives or obtains directly or indirectly Confidential Information;
"Rectification Plan"	the Supplier's plan (or revised plan) to rectify its breach using the template in Schedule 25 (Rectification Plan) which shall include:
	<ul> <li>(a) full details of the Notifiable Default that has occurred, including a root cause analysis;</li> </ul>
	(b) the actual or anticipated effect of the Notifiable Default; and
	(c) the steps which the Supplier proposes to take to rectify the Notifiable Default (if applicable) and to prevent such Notifiable Default from recurring, including timescales for such steps and for the rectification of the Notifiable Default (where applicable);

"Rectification Plan Process"	the process set out in Clause 11;
"Regulations"	the Public Contracts Regulations 2015 and/or the Public Contracts (Scotland) Regulations 2015 (as the context requires);
"Reimbursable Expenses"	the reasonable out of pocket travel and subsistence (for example, hotel and food) expenses, properly and necessarily incurred in the performance of the Services, calculated at the rates and in accordance with the Buyer's expenses policy current from time to time, but not including:
	(a) travel expenses incurred as a result of Supplier Staff travelling to and from their usual place of work, or to and from the premises at which the Services are principally to be performed, unless the Buyer otherwise agrees in advance in writing; and
	(b) subsistence expenses incurred by Supplier Staff whilst performing the Services at their usual place of work, or to and from the premises at which the Services are principally to be performed;
"Relevant Requirements"	all applicable Law relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State pursuant to section 9 of the Bribery Act 2010;
"Relevant Tax Authority"	HMRC, or, if applicable, the tax authority in the jurisdiction in which the Supplier is established;
"Reminder Notice"	a notice sent in accordance with Clause 14.6.1 given by the Supplier to the Buyer providing notification that payment has not been received on time;
"Replacement Deliverables"	any deliverables which are substantially similar to any of the Deliverables and which the Buyer receives in substitution for any of the Deliverables, whether those goods are provided by the Buyer internally and/or by any third party;
"Replacement Supplier"	any third party provider of Replacement Deliverables appointed by or at the direction of the Buyer from time to time or where the Buyer is providing Replacement Deliverables for its own account, shall also include the Buyer;
"Request For Information"	a request for information or an apparent request relating to the Contract for the provision of the Deliverables or an apparent request for such information under the FOIA or the EIRs;

"Required Action"	means the action the Buyer will take and what Deliverables it will control during the Step-In Process;
"Required Insurances"	the insurances required by Schedule 22 (Insurance Requirements);
"Satisfaction Certificate"	the certificate (materially in the form of the document contained in Annex 2 of Part B of Schedule 8 (Implementation Plan and Testing) or as agreed by the Parties where Schedule 8 is not used in this Contract) granted by the Buyer when the Supplier has Achieved a Milestone or a Test;
"Schedules"	any attachment to the Contract which contains important information specific to each aspect of buying and selling;
"Security Management Plan"	the Supplier's security management plan prepared pursuant to Schedule 16 (Security) (if applicable);
"Security Policy"	the Buyer's security policy, referred to in the Award Form, in force as at the Start Date (a copy of which has been supplied to the Supplier), as updated from time to time and notified to the Supplier;
"Serious Fraud Office"	the UK Government body named as such as may be renamed or replaced by an equivalent body from time to time;
"Service Credits"	any service credits specified in the Annex to Part A of Schedule 10 (Service Levels) being payable by the Supplier to the Buyer in respect of any failure by the Supplier to meet one or more Service Levels;
"Service Levels"	any service levels applicable to the provision of the Deliverables under the Contract (which, where Schedule 10 (Service Levels) is used in this Contract, are specified in the Annex to Part A of such Schedule);
"Service Period"	has the meaning given to it in the Award Form;
"Services"	services made available by the Supplier as specified in Schedule 2 (Specification) and in relation to a Contract as specified in the Award Form;
"Sites"	any premises (including the Buyer Premises, the Supplier's premises or third party premises) from, to or at which:  (a) the Deliverables are (or are to be) provided; or

	(b) the Supplier manages, organises or otherwise directs the
	provision or the use of the Deliverables;
	<ul> <li>(c) those premises at which any Supplier Equipment or any part of the Supplier System is located (where ICT Services are being provided)</li> </ul>
"SME"	an enterprise falling within the category of micro, small and medium sized enterprises defined by the Commission Recommendation of 6 May 2003 concerning the definition of micro, small and medium enterprises;
"Social Value"	the additional social benefits that can be achieved in the delivery of the Contract set out in Schedule 2 (Specification) and either (i) Schedule 10 (Service Levels) (where used) or (ii) Part C of Schedule 26 (Sustainability) (where Schedule 10 (Service Levels) is not used)
"Social Value KPIs"	the Social Value priorities set out in Schedule 2 (Specification) and either (i) Schedule 10 (Service Levels) (where used) or (ii) Part C of Schedule 26 (Sustainability) (where Schedule 10 (Service Levels) is not used
"Social Value Report"	the report the Supplier is required to provide to the Buyer pursuant to Paragraph 1 of Part C of Schedule 26 (Sustainability) where Schedule 10 (Service Levels) is not used
"Special Terms"	any additional terms and conditions set out in the Award Form incorporated into the Contract;
"Special IPR Terms"	any additional terms and conditions relating to IPR set out in the Award Form incorporated into the Contract;
"Specific Change in Law"	a Change in Law that relates specifically to the business of the Buyer and which would not affect a Comparable Supply where the effect of that Specific Change in Law on the Deliverables is not reasonably foreseeable at the Start Date;
"Specification"	the specification set out in Schedule 2 (Specification), as may, in relation to the Contract, be supplemented by the Award Form;
"Standards"	any:
	(a) standards published by BSI British Standards, the National Standards Body of the United Kingdom, the International Organisation for Standardisation or other reputable or equivalent bodies (and their successor bodies) that a skilled and experienced operator in the same type of industry or

	business sector as the Supplier would reasonably and ordinarily be expected to comply with;
	<ul><li>(b) standards detailed in the specification in Schedule 2 (Specification);</li></ul>
	(c) standards detailed by the Buyer in the Award Form or agreed between the Parties from time to time;
	<ul> <li>(d) relevant Government codes of practice and guidance applicable from time to time;</li> </ul>
"Start Date"	the date specified on the Award Form;
"Step-In Process"	the process set out in Clause 13;
"Step-In Trigger	means:
Event"	<ul> <li>(a) the Supplier's level of performance constituting a Critical Service Level Failure;</li> </ul>
	<ul><li>(b) the Supplier committing a material Default which is irremediable;</li></ul>
	<ul><li>(c) where a right of termination is expressly reserved in this Contract;</li></ul>
	<ul><li>(d) an Insolvency Event occurring in respect of the Supplier or any Guarantor required under the Award Form;</li></ul>
	<ul> <li>(e) a Default by the Supplier that is materially preventing or materially delaying the provision of the Deliverables or any material part of them;</li> </ul>
	(f) the Buyer considers that the circumstances constitute an emergency despite the Supplier not being in breach of its obligations under this agreement;
	<ul> <li>(g) the Buyer being advised by a regulatory body that the exercise by the Buyer of its rights under Clause 13 is necessary;</li> </ul>
	<ul> <li>the existence of a serious risk to the health or safety of persons, property or the environment in connection with the Deliverables; and/or</li> </ul>
	<ul><li>(i) a need by the Buyer to take action to discharge a statutory duty;</li></ul>
"Step-Out Plan"	means the Supplier's plan that sets out how the Supplier will resume the provision of the Deliverables and perform all its obligations under the Contract following the completion of the Step-In Process;

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"Storage Media"	the part of any device that is capable of storing and retrieving data;
"Sub-Contract"	any contract or agreement (or proposed contract or agreement), other than the Contract, pursuant to which a third party:
	(a) provides the Deliverables (or any part of them);
	(b) provides facilities or services necessary for the provision of the Deliverables (or any part of them); and/or
	(c) is responsible for the management, direction or control of the provision of the Deliverables (or any part of them);
"Subcontractor"	any person other than the Supplier, who is a party to a Sub- Contract and the servants or agents of that person;
"Subprocessor"	any third Party appointed to process Personal Data on behalf of the Supplier related to the Contract;
"Subsidiary Undertaking"	has the meaning set out in section 1162 of the Companies Act 2006;
"Supplier"	the person, firm or company identified in the Award Form;
"Supplier Assets"	all assets and rights used by the Supplier to provide the Deliverables in accordance with the Contract but excluding the Buyer Assets;
"Supplier Authorised Representative"	the representative appointed by the Supplier named in the Award Form, or later defined in a Contract;
"Supplier Equipment"	the Supplier's hardware, computer and telecoms devices, equipment, plant, materials and such other items supplied and used by the Supplier (but not hired, leased or loaned from the Buyer) in the performance of its obligations under this Contract;
"Supplier Existing IPR"	any and all IPR that are owned by or licensed to the Supplier and which are or have been developed independently of the Contract (whether prior to the Start Date or otherwise)
"Supplier Existing IPR Licence"	means a licence to be offered by the Supplier to the Supplier Existing IPR as set out in Para 1.3 of Schedule 36.
"Supplier Group"	means the Supplier, its Dependent Parent Undertakings and all Subsidiary Undertakings and Associates of such Dependent Parent Undertakings;

"Supplier Non- Performance"	where the Supplier has failed to:
	(a) Achieve a Milestone by its Milestone Date;
	<ul><li>(b) provide the Goods and/or Services in accordance with the Service Levels; and/or</li></ul>
	(c) comply with an obligation under the Contract;
"Supplier Profit"	in relation to a period, the difference between the total Charges (in nominal cash flow terms but excluding any Deductions and total Costs (in nominal cash flow terms) in respect of the Contract for the relevant period;
"Supplier Profit Margin"	in relation to a period or a Milestone (as the context requires), the Supplier Profit for the relevant period or in relation to the relevant Milestone divided by the total Charges over the same period or in relation to the relevant Milestone and expressed as a percentage;
"Supplier Staff"	all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any Subcontractor engaged in the performance of the Supplier's obligations under the Contract;
"Supplier's Confidential Information"	<ul> <li>(a) any information, however it is conveyed, that relates to the business, affairs, developments, IPR of the Supplier (including the Supplier Existing IPR) trade secrets, Know- How, and/or personnel of the Supplier;</li> </ul>
	(b) any other information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential and which comes (or has come) to the Supplier's attention or into the Supplier's possession in connection with the Contract;
	Information derived from any of (a) and (b) above;
"Supplier's Contract Manager"	the person identified in the Award Form appointed by the Supplier to oversee the operation of the Contract and any alternative person whom the Supplier intends to appoint to the role, provided that the Supplier informs the Buyer prior to the appointment;
"Supply Chain Information Report Template"	the document at Annex 1 of Schedule 18 (Supply Chain Visibility);
"Supporting Documentation"	sufficient information in writing to enable the Buyer to reasonably assess whether the Charges, Reimbursable Expenses and other sums due from the Buyer under the Contract detailed in the information are properly payable;

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"Tender Response"	the tender submitted by the Supplier to the Buyer and annexed to or referred to in Schedule 4 (Tender);			
"Termination Assistance"	the activities to be performed by the Supplier pursuant to the Exit Plan, and other assistance required by the Buyer pursuant to the Termination Assistance Notice;			
"Termination Assistance Notice"	has the meaning given to it in Paragraph 5.1 of Schedule 30 (Exit Management);			
"Termination Notice"	a written notice of termination given by one Party to the other, notifying the Party receiving the notice of the intention of the Party giving the notice to terminate the Contract on a specified date and setting out the grounds for termination;			
"Test Issue"	any variance or non-conformity of the Deliverables or Deliverables from their requirements as set out in the Contract;			
"Test Plan"	<ul> <li>a plan:</li> <li>(a) for the Testing of the Deliverables; and</li> <li>(b) setting out other agreed criteria related to the achievement of Milestones;</li> </ul>			
"Tests and Testing"	any tests required to be carried out pursuant to the Contract as set out in the Test Plan or elsewhere in the Contract and " <b>Tested</b> " shall be construed accordingly;			
"Third Party IPR"	Intellectual Property Rights owned by a third party which is or will be used by the Supplier for the purpose of providing the Deliverables;			
"Third Party IPR Licence"	means a licence to the Third Party IPR as set out in Paragraph 1.6 of Schedule 36			
"Transparency Information"	the Transparency Reports and the content of the Contract, including any changes to this Contract agreed from time to time, except for –			
	<ul> <li>(a) any information which is exempt from disclosure in accordance with the provisions of the FOIA, which shall be determined by the Buyer; and</li> </ul>			
	(b) Commercially Sensitive Information;			
"Transparency Reports"	the information relating to the Deliverables and performance pursuant to the Contract which the Supplier is required to provide			

	to the Buyer in accordance with the reporting requirements in Schedule 6 (Transparency Reports);
"UK GDPR"	Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (United Kingdom General Data Protection Regulation), as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018, together with the Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019
"Variation"	means a variation to the Contract;
"Variation Form"	the form set out in Schedule 21 (Variation Form);
"Variation Procedure"	the procedure set out in Clause 28 (Changing the contract);
"VAT"	value added tax in accordance with the provisions of the Value Added Tax Act 1994;
"VCSE"	a non-governmental organisation that is value-driven and which principally reinvests its surpluses to further social, environmental or cultural objectives;
"Verification Period"	has the meaning given to it in the table in Annex 2 of Schedule 3 (Charges);
"Work Day"	7.5 Work Hours, whether or not such hours are worked consecutively and whether or not they are worked on the same day;
"Work Hours"	the hours spent by the Supplier Staff properly working on the provision of the Deliverables including time spent travelling (other than to and from the Supplier's offices, or to and from the Sites) but excluding lunch breaks;
"Worker"	any one of the Supplier Staff which the Buyer, in its reasonable opinion, considers is an individual to which Procurement Policy Note 08/15 (Tax Arrangements of Public Appointees) (https://www.gov.uk/government/publications/procurement-policynote-0815-tax-arrangements-of-appointees) applies in respect of the Deliverables; and

"Working Day"	any day other than a Saturday or Sunday or public holiday in England and Wales unless specified otherwise by the Parties in the Award Form.
	the Award Form.

# **Schedule 6 (Transparency Reports)**

- 1.1 The Supplier recognises that the Buyer is subject to PPN 01/17 (Updates to transparency principles v1.1 (<a href="https://www.gov.uk/government/publications/procurement-policy-note-0117-update-to-transparency-principles">https://www.gov.uk/government/publications/procurement-policy-note-0117-update-to-transparency-principles</a>). The Supplier shall comply with the provisions of this Schedule in order to assist the Buyer with its compliance with its obligations under that PPN.
- 1.2 Without prejudice to the Supplier's reporting requirements set out in the Contract, within three (3) Months of the Start Date the Supplier shall submit to the Buyer for Approval (such Approval not to be unreasonably withheld or delayed) draft Transparency Reports consistent with the content requirements and format set out in the Annex of this Schedule.
- 1.3 If the Buyer rejects any proposed Transparency Report submitted by the Supplier, the Supplier shall submit a revised version of the relevant report for further Approval within five (5) days of receipt of any notice of rejection, taking account of any recommendations for revision and improvement to the report provided by the Buyer. If the Parties fail to agree on a draft Transparency Report the Buyer shall determine what should be included. Any other disagreement in connection with Transparency Reports shall be treated as a Dispute.
- 1.4 The Supplier shall provide accurate and up-to-date versions of each Transparency Report to the Buyer at the frequency referred to in the Annex of this Schedule.

# **Annex A: List of Transparency Reports**

Title	Content	Format	Frequency
None identified			

# Schedule 20 (Processing Data)

#### 1. Status of the Controller

- 1.1 The Parties acknowledge that for the purposes of the Data Protection Legislation, the nature of the activity carried out by each of them in relation to their respective obligations under a Contract dictates the status of each party under the DPA 2018. A Party may act as:
  - 1.1.1 "Controller" in respect of the other Party who is "Processor";
  - 1.1.2 "Processor" in respect of the other Party who is "Controller";
  - 1.1.3 "Joint Controller" with the other Party;
  - 1.1.4 "Independent Controller" of the Personal Data where the other Party is also "Controller",

in respect of certain Personal Data under a Contract and shall specify in Annex 1 (Processing Personal Data) which scenario they think shall apply in each situation.

# 2. Where one Party is Controller and the other Party its Processor

- 2.1 Where a Party is a Processor, the only Processing that it is authorised to do is listed in Annex 1 (Processing Personal Data) by the Controller.
- 2.2 The Processor shall notify the Controller immediately if it considers that any of the Controller's instructions infringe the Data Protection Legislation.
- 2.3 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:
  - 2.3.1 a systematic description of the envisaged Processing and the purpose of the Processing;
  - 2.3.2 an assessment of the necessity and proportionality of the Processing in relation to the Services;
  - 2.3.3 an assessment of the risks to the rights and freedoms of Data Subjects; and

- 2.3.4 the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
- 2.4 The Processor shall, in relation to any Personal Data Processed in connection with its obligations under the Contract:
  - 2.4.1 Process that Personal Data only in accordance with Annex 1 (Processing Personal Data), unless the Processor is required to do otherwise by Law. If it is so required the Processor shall notify the Controller before Processing the Personal Data unless prohibited by Law;
- 2.4.2 ensure that it has in place Protective Measures, including in the case of the Supplier the measures set out in Clause 18.4 of the Core Terms, 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:
  - a) nature of the data to be protected;
  - b) harm that might result from a Personal Data Breach;
  - c) state of technological development; and
  - d) cost of implementing any measures;

#### 2.4.3 ensure that:

- a) the Processor Personnel do not Process Personal Data except in accordance with the Contract (and in particular Annex 1 (Processing Personal Data));
- b) it uses all reasonable endeavours to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:
  - (i) are aware of and comply with the Processor's duties under this Schedule 20, Clauses 18 (Data protection), 19 (What you must keep confidential) and 20 (When you can share information);
  - (ii) are subject to appropriate confidentiality undertakings with the Processor or any Subprocessor;
    - (ii) 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 the Contract; and
  - (v) have undergone adequate training in the use, care, protection and handling of Personal Data;

- 2.4.4 not transfer Personal Data outside of the UK unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:
- a) the transfer is in accordance with Article 45 of the UK GDPR (or section 73 of DPA 2018); or
- b) the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with UK GDPR Article 46 or section 75 of the DPA 2018) as determined by the Controller which could include relevant parties entering into the International Data Transfer Agreement (the "IDTA"), or International Data Transfer Agreement Addendum to the European Commission's SCCs (the "Addendum"), as published by the Information Commissioner's Office from time to time, as well as any additional measures determined by the Controller;
- c) the Data Subject has enforceable rights and effective legal remedies;
- d) 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
- e) the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the Processing of the Personal Data;
- 2.4.5 where the Personal Data is subject to EU GDPR, 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:
- a) the transfer is in accordance with Article 45 of the EU GDPR; or
- b) the transferring Party has provided appropriate safeguards in relation to the transfer in accordance with Article 46 of the EU GDPR as determined by the non-transferring Party which could include relevant parties entering into Standard Contractual Clauses in the European Commission's decision 2021/914/EU or such updated version of such Standard Contractual Clauses as are published by the European Commission from time to time as well as any additional measures determined by the non-transferring Party;
  - c) the Data Subject has enforceable rights and effective legal remedies.
  - d) the transferring Party 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 non-transferring Party in meeting its obligations); and

- e) the transferring Party complies with any reasonable instructions notified to it in advance by the non-transferring Party with respect to the processing of the Personal Data; and
- 2.4.6 at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the Contract unless the Processor is required by Law to retain the Personal Data.
- 2.5 Subject to Paragraph 2.6 of this Schedule 20, the Processor shall notify the Controller immediately if in relation to it Processing Personal Data under or in connection with the Contract it:
  - 2.5.1 receives a Data Subject Access Request (or purported Data Subject Access Request);
  - 2.5.2 receives a request to rectify, block or erase any Personal Data;
  - 2.5.3 receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
  - 2.5.4 receives any communication from the Information Commissioner or a other regulatory authority in connection with Personal Data Processed under the Contract:
  - 2.5.5 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
  - 2.5.6 becomes aware of a Personal Data Breach.
- 2.6 The Processor's obligation to notify under Paragraph 2.5 of this Schedule 20 shall include the provision of further information to the Controller, as details become available.
- 2.7 Taking into account the nature of the Processing, the Processor shall provide the Controller with assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under Paragraph 2.5 of this Schedule 20 (and insofar as possible within the timescales reasonably required by the Controller) including by immediately providing:
  - 2.7.1 the Controller with full details and copies of the complaint, communication

or request;

2.7.2 such assistance as is reasonably requested by the Controller to enable it to comply with a Data Subject Access Request within the relevant timescales

set out in the Data Protection Legislation;

- 2.7.3 the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;
- 2.7.4 assistance as requested by the Controller following any Personal Data Breach; and/or
- 2.7.5 assistance as requested by the Controller with respect to any request from the Information Commissioner's Office or any other regulatory authority, or any consultation by the Controller with the Information Commissioner's Office or any other regulatory authority.
- 2.8 The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this Schedule 20. This requirement does not apply where the Processor employs fewer than 250 staff, unless:
  - 2.8.1 the Controller determines that the Processing is not occasional;
  - 2.8.2 the Controller determines the Processing includes special categories of data as referred to in Article 9(1) of the UK GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the UK GDPR; or
  - 2.8.3 the Controller determines that the Processing is likely to result in a risk to the rights and freedoms of Data Subjects.
  - 2.9 The Processor shall allow for audits of its Data Processing activity by the Controller or the Controller's designated auditor.
  - 2.10 The Parties shall designate a Data Protection Officer if required by the Data Protection Legislation.
  - 2.11 Before allowing any Subprocessor to Process any Personal Data related to the Contract, the Processor must:
  - 2.11.1 notify the Controller in writing of the intended Subprocessor and Processing;
    - 2.11.2 obtain the written consent of the Controller:
    - 2.11.3enter into a written agreement with the Subprocessor which give effect to the terms set out in this Schedule 20 such that they apply to the Subprocessor; and
    - 2.11.4 provide the Controller with such information regarding the Subprocessor as the Controller may reasonably require.
- 2.12 The Processor shall remain fully liable for all acts or omissions of any of its Subprocessors.

- 2.13 The Buyer may, at any time on not less than 30 Working Days' notice, revise this Schedule 20 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 the Contract).
- 2.14 The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Buyer may on not less than 30 Working Days' notice to the Supplier amend the Contract to ensure that it complies with any guidance issued by the Information Commissioner's Office.

#### 3. Where the Parties are Joint Controllers of Personal Data

3.1 In the event that the Parties are Joint Controllers in respect of Personal Data under the Contract, the Parties shall implement Paragraphs that are necessary to comply with UK GDPR Article 26 based on the terms set out in Annex 2 to this Schedule 20 (Processing Data).

#### **Independent Controllers of Personal Data**

- 3.2 With respect to Personal Data provided by one Party to another Party for which each Party acts as Controller but which is not under the Joint Control of the Parties, each Party undertakes to comply with the applicable Data Protection Legislation in respect of their Processing of such Personal Data as Controller.
- 3.3 Each Party shall Process the Personal Data in compliance with its obligations under the Data Protection Legislation and not do anything to cause the other Party to be in breach of it.
- 3.4 Where a Party has provided Personal Data to the other Party in accordance with Paragraph 3.2 of this Schedule 20 above, the recipient of the Personal Data will provide all such relevant documents and information relating to its data protection policies and procedures as the other Party may reasonably require.
- 3.5 The Parties shall be responsible for their own compliance with Articles 13 and 14 UK GDPR in respect of the Processing of Personal Data for the purposes of the Contract.
- 3.6 The Parties shall only provide Personal Data to each other:
  - 3.6.1 to the extent necessary to perform their respective obligations under the Contract;
  - 3.6.2 in compliance with the Data Protection Legislation (including by ensuring all required data privacy information has been given to affected Data Subjects to meet the requirements of Articles 13 and 14 of the UK GDPR); and
  - 3.6.3 where it has recorded it in Annex 1 (Processing Personal Data).

- 3.7 Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, each Party shall, with respect to its Processing of Personal Data as Independent Controller, implement and maintain appropriate technical and organisational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1)(a), (b), (c) and (d) of the UK GDPR, and the measures shall, at a minimum, comply with the requirements of the Data Protection Legislation, including Article 32 of the UK GDPR.
- 3.8 A Party Processing Personal Data for the purposes of the Contract shall maintain a record of its Processing activities in accordance with Article 30 UK GDPR and shall make the record available to the other Party upon reasonable request.
- 3.9 Where a Party receives a request by any Data Subject to exercise any of their rights under the Data Protection Legislation in relation to the Personal Data provided to it by the other Party pursuant to the Contract ("Request Recipient"):
  - 3.9.1 the other Party shall provide any information and/or assistance as reasonably requested by the Request Recipient to help it respond to the request or correspondence, at the cost of the Request Recipient; or
  - 3.9.2 where the request or correspondence is directed to the other Party and/or relates to that other Party's Processing of the Personal Data, the Request Recipient will:
    - a) promptly, and in any event within five (5) Working Days of receipt of the request or correspondence, inform the other Party that it has received the same and shall forward such request or correspondence to the other Party; and
    - b) provide any information and/or assistance as reasonably requested by the other Party to help it respond to the request or correspondence in the timeframes specified by Data Protection Legislation.
- 3.10 Each Party shall promptly notify the other Party upon it becoming aware of any Personal Data Breach relating to Personal Data provided by the other Party pursuant to the Contract and shall:
  - 3.10.1 do all such things as reasonably necessary to assist the other Party in mitigating the effects of the Personal Data Breach;
  - 3.10.2 implement any measures necessary to restore the security of any compromised Personal Data;
  - 3.10.3 work with the other Party to make any required notifications to the Information Commissioner's Office or any other regulatory authority and affected Data Subjects in accordance with the Data Protection Legislation (including the timeframes set out therein); and

- 3.10.4 not do anything which may damage the reputation of the other Party or that Party's relationship with the relevant Data Subjects, save as required by Law.
- 3.11 Personal Data provided by one Party to the other Party may be used exclusively to exercise rights and obligations under the Contract as specified in Annex 1 (Processing Personal Data).
- 3.12 Personal Data shall not be retained or processed for longer than is necessary to perform each Party's respective obligations under the Contract which is specified in Annex 1 (Processing Personal Data).
- 3.13 Notwithstanding the general application of Paragraphs 2.1 to 2.14 of this Schedule 20 to Personal Data, where the Supplier is required to exercise its regulatory and/or legal obligations in respect of Personal Data, it shall act as an Independent Controller of Personal Data in accordance with Paragraphs 3.2 to 3.12 of this Schedule 20.

# **Annex 1 - Processing Personal Data**

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

Description	Details
Identity of Controller for each Category of Personal Data	No Personal Data is to be processed as part of this Contract
Duration of the Processing	
Nature and purposes of the Processing	

Type of Personal Data  Categories of Data Subject	
Plan for return and	
destruction of the data once the Processing is complete	
UNLESS requirement under law to preserve that type of data	
Locations at which the Supplier and/or its Sub-contractors process Personal Data under this Contract	
Protective Measures that the Supplier and, where applicable, its Sub-contractors have implemented to protect Personal Data processed under this Contract Agreement against a breach of	
security (insofar as that breach of security relates to	



# **Annex 2 - Joint Controller Agreement**

Not Used

# Schedule 2 (Specification)

This Schedule sets out what the Buyer wants.

For all Deliverables, the Supplier must help the Buyer comply with any specific applicable Standards of the Buyer.

Our social value priorities

These are our priorities in this procurement:

1. Health and Wellbeing

#### Specification Reference

FS900253

#### Specification Title

Surveillance of AMR bacteria in raw dog and cat food on retail sale in the UK

Design, sampling, microbiological testing, data analysis, reporting and archiving of recovered bacteria and their AMR profiles requirements

#### **Contract Duration**

15 months (February 2023 to April 2024)

This specification, which forms part of the Invitation to Tender (ITT), comprises of three individual sections: -

A. SPECIFICATION: An outline of the requirement

- **B. PROCUREMENT TIMETABLE:** An estimated timetable for the procurement of the proposed requirement
- C. TENDER REQUIREMENTS AND EVALUATION CRITERIA: Provides guidance to applicants on the information that should be included within tenders and on the evaluation criteria and weightings used by appraisers when assessing and scoring tenders

Tenders for FSA funded projects must be submitted through the FSA E-sourcing and contract management system, ECMS, using the following link: <a href="https://food.bravosolution.co.uk/web/login.html">https://food.bravosolution.co.uk/web/login.html</a>. Failure to do so may result in the tender response not being processed by the system or the response being automatically disqualified during the evaluation stage of the tender process.

# THE SPECIFICATION, INCLUDING PROJECT TIMETABLE AND EVALUATION OF TENDERS

#### **GENERAL INTRODUCTION**

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

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

The objective of the microbiological food safety research themes is to provide robust information on the presence, growth, survival and elimination of pathogenic microorganisms throughout the food

chain; the extent, distribution, causes, risks and cost of foodborne disease will also be considered where appropriate.

One of the main objectives within the <u>FSA's Strategy for 2022-2027</u> is ensuring that 'food is safe'. We protect public health from risks which may arise through the consumption of food including risks caused by the way in which it is produced or supplied. A key component of our work is to monitor pathogenic microbiological hazards, including those that are antimicrobial resistant, in retail foods. Surveys provide a snapshot of the level of microbiological and antimicrobial resistance (AMR) contamination found in foods at retail. This is important in assessing potential consumer exposure to these hazards from the consumption of raw and/or undercooked foods but also through cross-contamination events when these foods are stored and handled unhygienically.

This survey will primarily gather data on AMR in bacteria found in raw dog and cat food on retail sale in the UK. Whilst these pet foods are not consumed by the public, there are concerns around the storage and handling of such feed products within the home and the potential of cross-contamination of foods for human consumption and surfaces within domestic kitchens. Some of these pet food products may contain pathogens infectious to pets which poses a zoonotic risk of infection in humans. This is relevant to the FSA's Areas of Research Interest as the anticipated outputs will contribute to our understanding of the risk of AMR in relation to the food chain. This is also relevant to the 2019-2024 UK AMR National Action Plan (NAP) in terms of strengthening the evidence base around food and AMR.

#### A. THE SPECIFICATION

## **Background**

Some pet owners appear to increasingly favour the feeding of raw pet food (RPF) as they consider it is a more natural product. RPF is a choice made by pet owners and is a rapidly growing sector in the UK and beyond, particularly for dogs, and to a lesser extent cats. Figures collated by the Pet Food Manufacturers Association (PFMA) indicate that the size of the UK RPF market has grown significantly over recent years and is now estimated to be more than £130 million, within a total UK pet food market of £3.3 billion in 2022.

RPF is made up of Category 3 Animal-By-Products (ABP) that have been passed fit for human consumption in a slaughterhouse, but are either surplus to human consumption needs or are not normally consumed by people in the UK. RPFs contain certain category 3 ABP which have not undergone any preserving process other than chilling or freezing, as defined in <a href="retained Commission Regulation">retained Commission Regulation (EU) No. 142/2011</a> for ABP and derived products not for human consumption. There is a wide range of products available on the market, typically comprising meat (and small fragments of bone in some instances) as found in processed pet food (e.g. chicken, lamb, beef, etc.), or marketed

for their offal content such as duck hearts or tripe. RPFs may contain secondary ingredients including fruit, vegetables, grains, oils and other nutrients (e.g. vitamins, minerals, etc.). The premium meat products may also be marketed as RPF (e.g. hare, kangaroo, wild boar or venison etc.). The majority of RPFs are sold frozen in pouches, vacuum-packs or sausage-shaped tubes and can vary in sizes from single meal sizes (typically 500g) to bulk packs weighing several kilograms. Frozen pet food products typically have a durability date (use by and best before) in excess of one year, and can be stored in domestic environments alongside frozen food intended for human consumption.

RPF does not undergo any heat/cooking treatment (e.g. no formal 'kill step' in the production process) meaning that the final retail product can be contaminated with microorganisms including pathogens and AMR bacteria. Two studies carried out by the U.S. Food and Drink Administration (FDA) and Utrecht University in the Netherlands have shown that raw dog and cat food can be contaminated with commensal and pathogenic bacteria such as *Salmonella*, *Listeria monocytogenes* and Shiga toxin-producing *E. coli* (STEC) and parasites such as *Toxoplasma gondii* (US FDA pet food study; van Bree et al., 2018). There is also evidence that RPF can be contaminated with AMR bacteria such as extended spectrum beta lactamases- (ESBL-) producing *E. coli* (van Bree et al., 2018; Magdalena Nüesch-Inderbinen et al., 2019; Morgan, 2022).

As part of the FSA's feed delivery sampling programme for 2020/21, Local Authorities based in England sampled RPF with the unpublished findings indicating *Salmonella* contamination at 12%, whilst two thirds of the samples examined contained *Enterobacteriaceae* level of >5,000 cfu/g. These samples were non-compliant with retained Commission Regulation (EU) No. 142/2011 that states *Salmonella* should be absent and sets an upper limit of 5,000 cfu/g for *Enterobacteriaceae*. Another unpublished survey carried out by the University of Liverpool found raw dog food to be contaminated with pathogenic and AMR bacteria [results unpublished]. This study found the integrity of the packaging of some samples were compromised during thawing leading to leakage of microbiologically contaminated fluid from these products (Morgan, 2022). Additionally, the FSA observed an increase in RPF incident notifications between 2015 and first quarter of 2018 (<u>ACMSFRaw Pet Food Paper, May 2018</u>). Some of these notifications have resulted in pet food needing to be recalled as it contained *Salmonella*, which could potentially be harmful to both pets and humans.

There is growing evidence that raw dog and cat food are microbiologically contaminated with pathogens and AMR bacteria, and therefore a route by which consumers could be exposed to microbiological hazards via inadequate storage, defrosting and handling practices within the home. There is a need for a broader survey of the types of and quantities of AMR bacteria and pathogens found in raw dog and cat food on retail sale in the UK to fully assess the potential risk this poses to the consumer, particularly as this market sector is growing. It is anticipated that the findings will provide the evidence for risk management actions, but also informs the 2019-2024 UK AMR NAP as we are providing new data on the presence of AMR bacteria in RPF (an emerging issue).

## The Specification

Tenders are invited to carry out a survey of AMR bacteria (both pathogenic and commensal) and pathogens found in raw dog and cat food on retail sale in the UK. We anticipate the survey will be in two phases:

- Lot 1 Phase 1. Survey design, sample collection at retail and transportation to the testing laboratory.
- Lot 2 Phase 2. Microbiological testing, data analysis and reporting.

Ideally, our preference is for applicants to tender for both phases by working collaboratively, however separate tenders for both Phase 1 and 2 will also be considered. If the precise cost of any elements of the study is unknown, then the FSA will accept a range in the bids.

# Lot 1 - Phase 1: Survey design, sampling and transportation to testing laboratory

Applicants should submit bids indicating a provisional sampling design for a survey of AMR and pathogenic bacteria found on raw dog and cat food from UK retail outlets. Based on the information available, 280 dog and 100 cat food individual items will need to be evenly sampled over a 12 month period from February 2023 to January 2024. The 280 dog food samples would enable the FSA to test a rate of change of *Salmonella* from expected 10% to 4% (should the sampling be repeated at later point in time). Given the lack of UK data on *Salmonella* prevalence in raw cat food, we suggest sampling 100 raw cat food samples as this will enable us to create a new baseline.

## Sample collection

For this survey, raw dog and cat food is defined as 'pet food containing Category 3 material<sup>1</sup> which have not undergone any preserving process other than chilling or freezing'. Therefore, only packaged and labelled raw dog and cat food are to be collected from retail outlets and raw pet manufacturers across the UK. This will include sampling from pet stores, supermarkets, etc., but also direct online purchases from raw dog and cat food manufacturers and suppliers. Both fresh and frozen dog and cat food products should be included providing that they are predominantly meat-based such as beef, pork, chicken, offal, etc.

The following should **not** be included as part of this survey:

- Any dog or cat food which has been dried, freeze-dried, cooked or undergone some heattreatment (e.g. canned pet food, biscuits).
- Other types of RPF such as whole cuts meats and offal, dog chews and treats, dog bones, rodents, etc.
- Raw dog and cat foods which are predominately vegetarian or fish-based which should be identifiable from the ingredients list on the label.
- Unpackaged and unlabelled meat from butchers etc.

<sup>1</sup> Category 3 are defined as animal by-products (ABP) that have been passed fit for human consumption in a slaughterhouse but are either surplus to human consumption needs or are not normally consumed by people in the UK.

It is envisaged that this information should be identifiable from the ABP approval codes as well as the ingredients composition list on the packaging. If some of the packaging is ambiguous, then the sampling officer should seek clarification from the person behind the counter or via the website's 'contact us' page prior to purchasing the sample.

# Sampling design

The applicants should propose a survey sampling strategy as part of their application. To the best of our knowledge, there is some market share data available from the ONS Living Costs and Food survey, Kantar and the Pet Food Manufacturers Association (PFMA). However, this is limited to pet food as a whole sector rather than raw dog food whilst there is not any market share data for raw cat food. The pet food market share information is unlikely to be relevant as it does not distinguish between raw and processed pet food and additionally the raw dog food is likely to have different manufacturers and retail availability. An unpublished study carried out by the University of Liverpool has looked specifically at consumption of raw dog food, but only recorded the proportion of dogs that consumed each product so, it cannot be used to estimate relative sales volumes. Therefore, it is not possible to provide a fully UK representative estimate of AMR contamination found on raw dog and cat food.

In the absence of suitable market share data, the applicants should propose an approach (including rationale) for the sampling. For example, you may want to consider a 'basket of typical products' approach to sampling which involves using internet searches and/or other sources to provide a partial list of available products that could typify the consumption of raw dog and cat foods. This would demonstrate a possible range of AMR bacterial contamination rather than a fully representative UK estimate, but if the basket is kept largely fixed over two time points, it can provide a fair proxy measure for any change over time. Regardless of the sampling approach proposed, the applicants will need to justify (without prejudice) the choice of products included within the survey.

Since there may be differences in different parts of the UK, samples should include products from multiple locations. This could be achieved by sampling from retail outlets from multiple UK regions, direct online purchases from smaller producers that only deliver locally and/or from online suppliers who deliver across the UK. Care should be taken to avoid sampling multiple raw dog and cat food from the same batch. Therefore, only one type of product should be sampled from a premises or when placing an online order.

This survey and sampling design will be subject to expert peer review as part of the FS900253 tender evaluation process. On award of the contract, the successful applicant will be required to submit a more detailed design reflecting the broad range of typical raw dog and cat food products available on retail sale in the UK.

Please note that the final surveillance survey and sampling design will be shared with and approved by the FSA before commencement of sample collection.

Collection of sample information and transportation to testing laboratory

In addition to the survey design, the contractors for Phase 1 will be expected to conduct the sampling and transportation of collected samples to the testing facility, ensuring that there is a robust system for sample identification and data recording, and that samples are handled appropriately, including use of methods to avoid cross-contamination and ensuring adequate temperature controls (either frozen or chilled depending on the sample collected) during transit. Close liaison with the testing laboratory is essential to ensure correct sample handling and agree delivery times, as well as for the transfer of sample information.

Samples must have sufficient time left on the durability date to ensure that they are still in date when tested (frozen RPF products will tend to have longer shelf life in comparison to chilled RPF). Once samples have been purchased, the manager of the retail outlet should be handed a letter that FSA will provide, explaining that a sample has been taken and what it will be used for.

The applicant should create a spreadsheet database of the samples collected within the following details being recorded for each sample at the point of sampling:

- A unique sample number
- Date and time of purchase
- Local Authority
- Retail outlet name and address or website
- Brand name (if any)
- Category (e.g. dog or cat food)
- Main meat type (e.g. beef, pork, chicken, turkey, offal, etc.)
- Other meat types (e.g. beef, pork, chicken, turkey, offal, etc.)
- Chilled or frozen
- Product full text description
- Batch/lot number
- Animal-By-Products (ABP) approval codes (e.g. 21/001/8003/ABP/PET)
- Local Authority approval/registration number (GB number, if available)
- Durability date (e.g. use by date or best before date)
- Country of origin information
- Product weight/size
- Type of packaging
- Integrity of packaging at sampling (intact or damaged)
- Sample purchase cost
- Ingredients and composition details
- Storage, defrosting and handling instructions, if available
- Any food safety warnings (yes or no and description of warning e.g. this is a raw meat based product and therefore likely to be contaminated with microorganisms)
- Manufacturer name, address and postcode
- Date and time sample dispatched to the testing laboratory

 Temperature of sample (for online orders record shipping temperature if available or a statement of chilled or frozen or defrosted, etc. if available.

Photographs must be taken of the raw dog and cat pet food including any labelling present on the packaging. This shall ensure that all product information, including durability dates (e.g. use by or best before dates), approval codes, ingredients, storage and handling instructions, etc. are included. Each photograph should be assigned the corresponding unique sample number to allow for traceability. The Excel spreadsheet of samples should be provided to the testing facility on a monthly basis so that they could add the samples findings to the documents.

The contractor for Phase 1 will produce a report on the survey design and sampling plan within 30 days of the end of the sampling and shall be submitted to FSA in a suitable and <u>accessible format</u>. This will also include an Excel spreadsheet line listing of the raw dog and cat food samples collected, providing full sample details, shall also be submitted to FSA. A separate electronic file shall be provided to FSA containing the sample photographs.

## Three-month sampling review

The contractor will review of the samples available for collection in the first three months of the survey, highlighting any issues around collection of certain sample types (i.e. frozen raw dog food, chilled raw dog food, frozen raw cat food or chilled raw cat food). If difficulty sourcing a particular sample type is highlighted at this stage, the survey approach will be adapted accordingly in collaboration with the FSA's Project Officer and Statistician.

# Lot 2 - Phase 2: Microbiological testing, data analysis, reporting and archiving of recovered bacteria and their AMR profiles

Applicants are invited to submit bids to carry out the testing (detection<sup>2</sup>, enumeration and antimicrobial susceptibility testing) of the raw dog and cat food sampled at retail in the UK for a range of pathogenic and commensal bacteria, as specified in Table 1 below. The outer packaging of a randomly selected subset of the raw dog and cat food should be swabbed and tested against the bacteria and AMR listed in Table 2. The packaging should be swabbed prior to testing which would include both the chilled and thawed out frozen raw dog and cat food (see packaging testing section below).

Testing will be informed by the study design but will be based on a total of 280 raw dog and 100 cat food products collected over a period of 12 months between March 2023 and February 2024. Approximately 25% of both the raw dog and cat food samples should be sold as chilled products with the remaining 75% sold as frozen products. This proportion will be assessed at the three-month

<sup>&</sup>lt;sup>2</sup> Includes identification and speciation

review to determine if it appropriately reflects the types of products being sold. The frozen dog and cat food must be thawed prior to testing. Applicants must ensure good quality control throughout the sample arrival/logging and analysis and long-term storage of samples.

Table 1. Requirements for microbiological and AMR testing in raw dog and cat food on retail sale

RPF sample type	Bacteria	Testing	Antimicrobial Susceptibility Testing (AST)*  (including screening of panel of antimicrobials and testing for the presence of specific resistance genes / resistance mechanisms)	Whole Genome Sequencing
Dog	Escherichia coli	Detection	AmpC producers  Carbapenems**  Fluoroquinolones  Ciprofloxacin Nalidixic acid  Tigecycline  Polymyxins Colistin ** Transmissible colistin resistance (e.g. <i>mer</i> genes)	Findings of particular concern (e.g. <i>mer</i> positive colistin, carbapenem resistance).
Dog	Salmonella spp.	Detection***  (including serovar detection either by conventional	ESBL producers  AmpC producers	100% of positive Salmonella isolates.

		serotyping or WGS)	Fluoroquinolones  Ciprofloxacin Nalidixic acid Carbapenems **	
			Tigecycline	
			Colistin **     Transmissible colistin resistance (e.g. <i>mcr</i> genes)	
Dog	Campylobacter spp. (C. jejuni and C. coli)	Detection	Fluoroquinolones  Ciprofloxacin Nalidixic acid  Macrolides Erythromycin  Aminoglycosides Streptomycin Gentamicin  Tetracycline	A representative sample up to 20% of AMR isolates, with a focus on ciprofloxacin, aminoglycosides and erythromycin resistant isolates.
Dog	Shiga toxin-producing Escherichia coli (STEC)	Detection*** Enumeration	ESBL producers  AmpC producers	100% of positive STEC isolates including presence of stx genes.
			Carbapenems**	
			Fluoroquinolones     Ciprofloxacin     Nalidixic acid	

		<u> </u>		
			Tigecycline	
			Polymyxins     Colistin **     Transmissible colistin resistance (e.g. <i>mcr</i> genes)	
Dog	Livestock associated Methicillin-Resistant Staphylococcus aureus	Detection	β-lactams (presence of <i>mec genes</i> )	100% of MRSA isolates.
	(LA-MRSA)	Enumeration	Oxazolidinone	
Cat	Escherichia coli	Detection	ESBL producers	Findings of particular
		Enumeration	AmpC producers	concern (e.g. <i>mcr</i> positive. colistin and carbapenem resistance).
			Carbapenems**	
			Fluoroquinolones	
			Ciprofloxacin     Nalidixic acid	
			Tigecycline	
			Polymyxins	
			<ul> <li>Colistin **</li> <li>Transmissible colistin resistance (e.g. <i>mcr</i> genes)</li> </ul>	
Cat	Salmonella spp.	Detection***	ESBL producers	100% of positive
		(including serovar detection either by conventional	AmpC producers	Salmonella isolates.
		serotyping or WGS)	Fluoroquinolones	
			Ciprofloxacin	

			Nalidixic acid	
		Enumeration	Carbapenems **	
			Tigecycline	
			Polymyxins     Colistin **     Transmissible colistin resistance (e.g. <i>mcr</i> genes)	
Cat	Campylobacter spp. (C. jejuni and C. coli)	Detection	Fluoroquinolones  Ciprofloxacin Nalidixic acid  Macrolides Erythromycin  Aminoglycosides Streptomycin Gentamicin  Tetracycline	A representative sample up to 20% of AMR isolates, with a focus on ciprofloxacin, aminoglycosides and erythromycin resistant isolates.
Cat	Shiga toxin-producing Escherichia coli (STEC)	Detection*** Enumeration	ESBL producers  AmpC producers  Carbapenems**  Fluoroquinolones  • Ciprofloxacin  • Nalidixic acid  Tigecycline	100% of positive STEC isolates including presence of stx genes

			Polymyxins  • Colistin **  • Transmissible colistin resistance (e.g. <i>mcr</i> genes)	
Cat	Livestock associated Methicillin-Resistant Staphylococcus aureus (LA-MRSA)	Detection  Enumeration	β-lactams (presence of <i>mec genes</i> )  Oxazolidinone	100% of MRSA isolates

<sup>\*</sup> Antimicrobial susceptibility testing (AST) is the *in vitro* test of the sensitivity of a bacterium to one or more antibiotics. Suitable methods should be used to determine MIC (Minimum Inhibitory Concentration) for antimicrobial activity. It is expected that genotypic and phenotypic methods are used as appropriate. Breakpoints should be determined using ECOFF (Epidemiological cut off) values outlined in the <u>Commission Implementing Decision (EU) 2020/1729 of 17 November 2020 on the monitoring and reporting of antimicrobial resistance in zoonotic and commensal bacteria and repealing Implementing Decision 2013/652/EU.</u>

The sampling and testing for *E. coli* is in accordance with the requirements set by the EU for the harmonised survey of AMR in retail meats, <u>Decision 2020/1729 and Technical Specification</u>. This will allow the FSA to draw comparisons between the AMR *E. coli* findings of this survey with previous AMR *E. coli* in UK retail meat surveys. Additional target pathogenic and commensal bacteria and AMR tests have been included in Table 1. The applicant is advised to use the appropriate ISO accredited methods (see analytical requirement section below).

#### Packaging testing

We would also like the Testing Laboratory to randomly select a subset of 140 dog and 50 cat samples and swab the outer surface of the raw dog and cat food packaging prior to testing. This will include 50% of the chilled dog food products, 50% of the frozen dog food products, 50% of the chilled cat food products and 50% of the frozen cat food products. The swabs should be tested for bacteria and

<sup>\*\*</sup> Where the results show the presence of carbapenem resistance /carbapenemase production or colistin resistance / transmissible colistin resistance genes or abnormal/unusual results are found then these should be reported to FSA as soon as possible and the FSA will investigate further on a case-by-case basis.

<sup>\*\*\*</sup> Any Salmonella or STEC positive results must be reported to the FSA as soon as possible.

antimicrobial susceptibility as described in Table 2 below. This data will give an indication of whether the raw dog and cat food packaging is appropriate to prevent microbiologically contaminated meat liquid seepage during thawing and potential to cross-contaminate other foods and surfaces within the home. It's important that the swab samples use the same unique samples reference number so that the results can be compared to contamination found in the meat. Recovered bacteria and their AMR profiles should be appropriately archived along with the samples from the product.

The Testing Laboratory should indicate which part of the packaging will be swabbed, ensuring that it is consistent between samples and provide the rationale to this. They will also need to ensure that the swabbing area and location of the outer surface of the raw dog and cat food packaging is standardised to allow comparisons between products of different sizes and provide a rationale for this. Packaging must be swabbed within a defined area selected randomly from the packaging e.g. use of 10cm x 10cm stencil or grid. However, you will need to ensure adequate steps are taken to decontaminate the stencil/grid after each swab to ensure there is no cross-contamination between the RPF packaging.

Table 2. Requirements for microbiological and AMR testing of outer packaging of raw dog and cat food samples

RPF sample type	Bacteria	Testing	Antimicrobial Susceptibility Testing (AST)*  (including screening of panel of antimicrobials and testing for the presence of specific resistance genes / resistance mechanisms)	Whole Genome Sequencing
Outer packaging of dog and cat food	Escherichia coli	Detection  Enumeration	ESBL producers  AmpC producers	Findings of particular concern (e.g. <i>mer</i> positive colistin, carbapenem resistance).
			Carbapenems**	
			Fluoroquinolones     Ciprofloxacin     Nalidixic acid	

			Tigecycline	
			rigecycline	
			Polymyxins	
			Colistin **	
			Transmissible colistin	
			resistance (e.g. <i>mcr</i>	
			genes)	
Outer packaging	Salmonella spp.	Detection***	ESBL producers	100% of positive Salmonella
of dog and		(including serovar detection either by conventional serotyping or WGS)		isolates.
cat food			AmpC producers	
			Fluoroquinolones	
			Ciprofloxacin	
		Enumeration	Nalidixic acid	
			Carbapenems **	
			Tigecycline	
			rigecycline	
			Polymyxins	
			Colistin **	
			Transmissible colistin	
			resistance (e.g. <i>mcr</i>	
			genes)	
Outor	Compulabasis	Detection	Eluoroguinalanaa	A representative
Outer packaging	Campylobacter spp.	Detection	Fluoroquinolones	A representative sample up to 20%
of dog and			Ciprofloxacin     Natisticia a sid	of AMR isolates,
cat food	(C. jejuni and C. coli)	Enumeration	Nalidixic acid	with a focus on ciprofloxacin,
	,			aminoglycosides
			Macrolides	and erythromycin resistant isolates.
			Erythromycin	างอเอเลกา เองเสเซอ.
			Aminoglycosides	
			Streptomycin	
			Gentamicin	
L	1	1	t	1

	Tetracycline	

<sup>\*</sup> Antimicrobial susceptibility testing (AST) is the *in vitro* test of the sensitivity of a bacterium to one or more antibiotics. Suitable methods should be used to determine MIC (Minimum Inhibitory Concentration) for antimicrobial activity. It is expected that genotypic and phenotypic methods are used as appropriate. Breakpoints should be determined using ECOFF (Epidemiological cut off) values outlined in the <u>Commission Implementing Decision (EU) 2020/1729 of 17 November 2020 on the monitoring and reporting of antimicrobial resistance in zoonotic and commensal bacteria and repealing Implementing Decision 2013/652/EU.</u>

It is expected that the Testing Facility liaises closely with the Sampling Contractor in providing a preferred testing schedule so that sample collection and transportation plans may be arranged accordingly. The Sampling Contractor will provide the Testing Laboratory with an Excel spreadsheet on a monthly basis allowing them to record the results. Each sample will be assigned a unique sample number by the sampling company and should be used throughout the testing phase thus allowing traceability of the findings to the correct sample. On receipt of the sample, the following information should be recorded:

- Date and time of receipt of sample
- Temperature of sample on receipt
- Date and time of testing
- Samples tested within the durability date (Yes or No)
- Packaging condition (e.g. intact or damaged)
- Sample condition (e.g. fully frozen, partially thawed, leakage, etc.)

#### Archiving of samples

It is envisaged that one isolate of each bacteria from each pet food sample, which yields a confirmed result (both pathogen and AMR), will be archived for a minimum of 3 years. The included bacteria isolates from both the raw dog and raw cat food product and packaging. As the intention is to be able to sequence the samples at a later date, if required, the samples should be stored accordingly. This will give the FSA (and others) flexibility to carry out further sequencing at a later date. Therefore, it's important that the isolates are stored under appropriate conditions and fully explained in the proposal.

<sup>\*\*</sup> Where the results show the presence of carbapenem resistance /carbapenemase production or colistin resistance / transmissible colistin resistance genes or abnormal/unusual results are found then these should be reported to FSA as soon as possible and the FSA will investigate further on a case-by-case basis.

<sup>\*\*\*</sup> Any Salmonella or STEC positive results must be reported to the FSA as soon as possible.

# Analytical Requirements

The testing laboratory will be required to be UKAS accredited to ISO 17025 and use accredited methods of analysis, in accordance with the EU Decisions and Technical specifications. Applicants are expected to test the panel of antimicrobials as stated in the EU Decisions and Technical specifications in addition to those specified in Table 1. Suitable methods should be used to determine MICs for antimicrobial activity. It is expected that genotypic and phenotypic methods are used as appropriate e.g. for colistin resistance genes and for carbapenemase production.

Breakpoints should be determined using ECOFF (Epidemiological cut off) values outlined in Commission Implementing Decision (EU) 2020/1729 of 17 November 2020 on the monitoring and reporting of antimicrobial resistance in zoonotic and commensal bacteria and repealing Implementing Decision 2013/652/EU.

For the other detection, enumeration and AMR bacteria tests listed in Table 1, the analytical laboratories should be accredited to the relevant ISO methods which includes:

- ISO ISO 20776-1:2019 Susceptibility testing of infectious agents and evaluation of performance of antimicrobial susceptibility test devices — Part 1: Broth micro-dilution reference method for testing the *in vitro* activity of antimicrobial agents against rapidly growing aerobic bacteria involved in infectious diseases
- ISO ISO 6579-1:2017 Microbiology of the food chain Horizontal method for the detection, enumeration and serotyping of *Salmonella* Part 1: Detection of *Salmonella* spp.
- ISO ISO 10272-2:2017 Microbiology of the food chain Horizontal method for detection and enumeration of *Campylobacter* spp. Part 2: Colony-count technique
- ISO ISO/AWI 13136-1 Microbiology of the food chain Detection, isolation and characterization of Shiga toxin-producing Escherichia coli (STEC) — Part 1: Horizontal method for the detection and isolation of Shiga toxin-producing Escherichia coli (STEC)
- ISO ISO 6888:1983 Microbiology General guidance for enumeration of *Staphylococcus* aureus Colony count technique
- ISO ISO 18593:2004 Microbiology of food and animal feeding stuffs Horizontal methods for sampling techniques from surfaces using contact plates and swabs

## Reporting of Adverse Results

It is important to ensure samples are analysed and reported to the FSA as soon as possible following their procurement, so appropriate action can be taken where necessary to protect public health. Any *Salmonella* or STEC positive results or those of particular AMR concern (e.g. *mcr* positive colistin and carbapenem resistance) should be notified to the FSA as soon as possible. In these circumstances, the FSA will inform brand owners promptly to discuss appropriate action.

#### Technical report

It is anticipated that the following will be delivered to the FSA as part of the testing and analysis:

- A technical report addressing the relevant areas of this survey which is in a suitable and accessible format for publication on the FSA website. The report will need to include a lay summary, executive summary, introduction (including the background and aims/objectives of the research), methodology, findings, discussions, conclusions, references and recommendations for further work. The FSA will not be brand naming and therefore the report should be anonymised. Please note that the technical report should be submitted by the end of March 2024 and will undergo an internal and external peer-review process before it can be accepted by the FSA. A draft report should be submitted at least 4-5 weeks before the final report is due to allow FSA officials sufficient time to comment.
- An meeting with FSA and other Government officials (e.g. VMD, FSS) to present the key findings from the survey. Depending on when this survey starts, this may include a short presentation at the FSA's AMR Research and Evidence Programme Review event on 21-23 March 2023.
- The Project Lead to attend and present the findings of this survey at a future ACMSF AMR subgroup meeting.

Raw data from the testing and analysis should be provided in both a non-anonymised (for FSA's use) and anonymised version that would allow access by others. This is in compliance with FSA's open data policy. Please note that the raw data should be in an accessible format and adequate steps taken to ensure data protection.

The FSA will be looking for competitive bids which give value for money. Applicants may submit a single tender for one or for both requirements, which addresses the criteria above.

#### References

Morgan, G. (2022) Antimicrobial resistance and the presence of E. coli, Salmonella spp. and Enterobacter spp. in raw meat diets fed to dogs in the UK. British Small Animal Veterinary Association (BSAVA) Congress, March 2022, Manchester, United Kingdom. [Unpublished conference presentation]. University of Liverpool, 2022.

EU Harmonised Survey of AMR E. coli in UK Retail Chicken, Beef & Pork, 2015-2016 (Years 1-2)

EU Harmonised Survey of AMR E. coli in UK Retail Chicken, Beef & Pork, 2017-2019 (Years 3-5)

Survey on AMR Campylobacter in UK Retail Chicken (Year 1)

Survey on AMR Campylobacter in UK Retail Chicken (Year 2)

Survey on AMR Campylobacter in UK Retail Chicken (Year 3)

Survey on AMR Campylobacter in UK Retail Chicken (Year 4)

Survey on AMR *Campylobacter* in UK Retail Chicken (Year 5)

Surveillance Study of Antimicrobial Resistance in UK Retail Chicken and Pork

The 'Tender Application Form' requests the supplier to complete information in the following headers. Please provide any essential requirements or project specific information relevant to the work being tendered. Ignore if not applicable.

#### Expertise required

The applicant(s) either individually or collectively as part of a research group, should have recent, demonstrable expertise in:

- Designing and sampling for surveys including statistical input.
- Carrying out microbiological and AMR testing of raw meat and packaging accordingly to EU
  decisions and technical specifications and ISO methods. The laboratory should demonstrate
  they are accredited to carry out this analysis as part of their application.
- A molecular microbiological background with sound knowledge of AMR, bacteriology, PCR and whole genome sequencing techniques.
- Knowledge for the raw dog and cat food sector in particular the breadth of products available on retail sale in the UK.

## Cost

The FSA estimates that the cost for this survey to be between £230k and £270k. The cost will be distributed between the two phases at:

Lot 1 (Sampling) - £50k - £70k Lot 2 (Testing) - £180k - £200k

The onus is on the contractor(s) to provide the costings they believe that is reasonable to meet the evidence gap as outlined in this survey specification and provide the justification of this within their proposal. The contractor(s) should be aware that one of the key criteria that all research proposals are evaluated against is 'value for money' which is delivering the survey asked for in this specification (including the anticipated outputs and benefits) at a competitive price.

#### Risk

The contractors are to complete a risk register as part of their proposal. They should list any anticipated risks (including scientific risks) to the delivery of the survey, ranking the likelihood and impact of the risk occurring and offer suggested actions to mitigate these risks.

#### Data protection

The contractor should outline within their tender whether or not they anticipate any Personal Data will be collected as part of the surveillance. If so, you should outline in your tender how you will comply with the General Data Protection Regulation (GDPR), recognising the commissioning authority's (the FSA's) role as the 'data controller' and the contractor's role as the 'data processor', and responding to the sections below. If successful and Personal Data is being collected, you may also be asked to carry out a Privacy Impact Assessment (PIA), and a privacy notice may be required, which will be reviewed by the FSA data security team.

# Data security

Please confirm in your tender that you (and any sub-contractors) have in place, or that you will have in place by contract award, the human and technical resources to perform the contract to ensure compliance with the General Data Protection Regulation (GDPR) and to ensure the protection of the rights of data subjects.

Please provide details of the technical facilities and measures (including systems and processes) you have in place, or will have in place by contract award, to ensure compliance with the GDPR and to ensure the protection of the rights of data subjects. Your response should include, but should not be limited to facilities and measures:

- to ensure ongoing confidentiality, integrity, availability and resilience of processing systems and services
- to comply with the rights of data subjects in respect of receiving privacy information, and access, rectification, deletion and portability of personal data
- to ensure that any consent-based processing meets standards of active, informed consent, and that such consents are recorded and auditable
- to ensure legal safeguards are in place to legitimise transfers of personal data outside the EU (if such transfers will take place)
- o to maintain records of personal data processing activities; and
- o to regularly test, assess and evaluate the effectiveness of the above measures.'

#### **Dissemination**

Please outline within your proposal whether you intend to submit a paper from the survey findings within an open access peer-review journal including any cost associated with this. Also list any proposed plans for presenting the findings at conference and workshops. This should include a presentation to the ACMSF Working Group on AMR and, depending on timings, at the FSA's AMR Research and Evidence programme review event (likely to be held in March 2023).

## Quality

The Applicant (including any sub-contractors) for this project should demonstrate that they have the suitable level of proficiency in performing the sampling and all microbiological and AMR testing techniques as required by this survey (see Table 1). This includes the <u>EU Decisions</u> and <u>Technical specifications</u> for AMR *E. coli* testing but also <u>ISO 20776-1:2019</u> or equivalent, <u>EN/ISO 10272-2</u>, <u>ISO 6579-1:2017</u>, <u>ISO/AWI 13136-1</u>, <u>ISO 6888:1983</u>, <u>ISO 18593:2004</u> accreditation, etc. This should not only include the lead applicant but also any sub-contractors listed under the Tender application. Applicant(s) should reflect the standards laid out in the '<u>Joint Code of Practice for Research</u>' in their applications.

#### Social value

Social value has a lasting impact on individuals, communities and the environment. The Government has an opportunity and responsibility to maximise benefits effectively and comprehensively through its commercial activity. To be effective, it is essential that the FSA considers social value at all stages of the procurement life cycle. In order to do this, the FSA is applying the Government Commercial Functions social value model <a href="PPN 06/20 Procurement Policy Note">PPN 06/20 Procurement Policy Note</a> from 1<sup>st</sup> January 2021. The complete set of documents can be found on the Social Value webpage.

Using a maximum of 3,000 characters describe the commitment your organisation will make to ensure that opportunities under the contract deliver the **Policy Outcome** and **Award Criteria**.

The **Policy Outcome** selected for this tender is 'Wellbeing – Improve health and wellbeing'. Tenderers should describe how they will demonstrate action to support health and wellbeing, including physical and mental health, in the contract workforce (Award Criteria).

#### Please include:

- Your 'Method Statement', stating how you will achieve this and how your commitment meets the Award Criteria, and
- a timed project plan and process, including how you will implement your commitment and by when. Also, how you will monitor, measure and report on your commitments/the impact of your proposals. You should include but not be limited to:
  - o timed action plan
  - o use of metrics
  - o tools/processes used to gather data
  - o reporting
  - o feedback and improvement
  - o transparency

#### Examples could include:

- Understanding of issues relating to health and wellbeing, including physical and mental health, in the contract workforce.
- Actions to invest in the physical and mental health and wellbeing of the contract workforce.
   Illustrative examples:
  - o implementing the 6 standards in the Mental Health at Work commitment and, where appropriate, the mental health enhanced standards for companies with more than 500 employees in Thriving at Work with respect to the contract workforce, not just 'following the recommendations'
  - public reporting by the tenderer and its supply chain on the health and wellbeing of staff comprising the contract workforce, following the recommendations in the Voluntary Reporting Framework

o engagement plans to engage the contract workforce in deciding the most important issues to address

A Social Value Key Performance Indicator (KPI) will be agreed in the Contract based on the Suppliers response regarding the percentage of all companies in the supply chain under the contract to have implemented measures to improve the physical and mental health and wellbeing of employees.

# Schedule 3 (Charges)

# 1. How Charges are calculated

- 1.1 The Charges:
  - 1.1.1 shall be calculated in accordance with the terms of this Schedule:
  - 1.1.2 cannot be increased except as specifically permitted by this Schedule and in particular shall only be subject to Indexation where specifically stated in the Award Form; and
- 1.2 Any variation to the Charges payable under a Contract must be agreed between the Supplier and the Buyer and implemented using the procedure set out in this Schedule.

## 2. The pricing mechanisms

2.1 The pricing mechanisms and prices set out in Annex 1 shall be available for use in calculation of Charges in the Contract.

## 3. Are costs and expenses included in the Charges

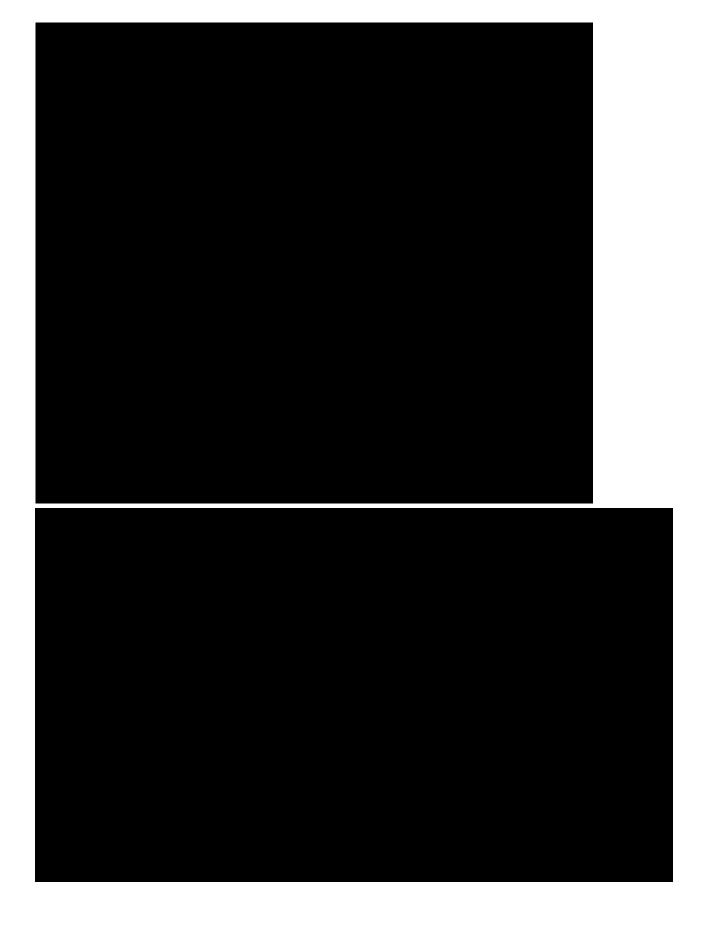
- 3.1: Except as expressly set out in Paragraph 5 below, or otherwise stated in the Award Form] the Charges shall include all costs and expenses relating to the provision of Deliverables. No further amounts shall be payable in respect of matters such as:
  - 3.1.1 incidental expenses such as travel, subsistence and lodging, document or report reproduction, shipping, desktop or office equipment costs, network or data interchange costs or other telecommunications charges; or
  - 3.1.2 costs incurred prior to the commencement of the Contract.

#### 5. When you will be reimbursed for travel and subsistence

- 5.1 Expenses shall only be recoverable where:
- 5.1.1 the Time and Materials pricing mechanism is used; and
- 5.1.2 the Award Form states that recovery is permitted; and
- 5.1.3 they are Reimbursable Expenses and are supported by Supporting Documentation.
- 5.2 The Buyers expense policy is as set out below:

Expenses	Reimbursement	
Rail travel	Standard class	

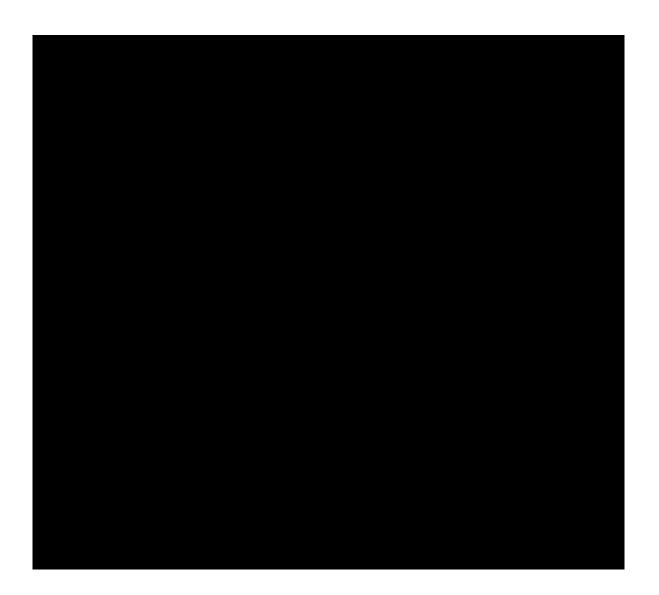
Mileage	£0.45 per mile for the first 10,000 miles in a financial year
	£0.25 per mile for any mileage in excess of 10,000 miles in a financial year
Overnight hotel accommodation	Up to £85 per night outside London Up to £130 per night in London
Subsistence	Up to a maximum of £21 for a 24-hour period













# **Schedule 5 (Commercially Sensitive Information)**

- 1. What is the Commercially Sensitive Information?
  - 1.1 In this Schedule the Parties have sought to identify the Supplier's Confidential Information that is genuinely commercially sensitive and the disclosure of which would be the subject of an exemption under the FOIA and the EIRs.
  - 1.2 Where possible, the Parties have sought to identify when any relevant Information will cease to fall into the category of Information to which this Schedule applies in the table below and in the Award Form (which shall be deemed incorporated into the table below).

Without prejudice to the Buyer's obligation to disclose Information in accordance with FOIA or Clause 20 (When you can share information), the Buyer will, in its sole discretion, acting reasonably, seek to apply the relevant exemption set out in the FOIA to the following Information:

No.	Date	Item(s)	Duration of Confidentiality	

# **Schedule 13 (Contract Management)**

#### 1. DEFINITIONS

In this Schedule, the following words shall have the following meanings and they shall supplement Schedule 1 (Definitions):

"Operational the board established in accordance with

Board" Paragraph Error! Reference source not found. of

this Schedule;

"Project the manager appointed in accordance with

Manager" Paragraph 2.1 of this Schedule;

#### 2. PROJECT MANAGEMENT

- 2.1 The Supplier and the Buyer shall each appoint a Project Manager for the purposes of this Contract through whom the provision of the Services and the Deliverables shall be managed day-to-day.
- 2.2 The Parties shall ensure that appropriate resource is made available on a regular basis such that the aims, objectives and specific provisions of this Contract can be fully realised.
- 2.3 Without prejudice to Paragraph 4 below, the Parties agree to operate the boards specified as set out in the Annex to this Schedule.

#### 3. ROLE OF THE SUPPLIER PROJECT MANAGER

- 3.1 The Supplier Project Manager shall be:
  - 3.1.1 the primary point of contact to receive communication from the Buyer and will also be the person primarily responsible for providing information to the Buyer;
  - 3.1.2 able to delegate his position to another person at the Supplier but must inform the Buyer before proceeding with the delegation and it will be delegated person's responsibility to fulfil the Project Manager's responsibilities and obligations;
  - 3.1.3 able to cancel any delegation and recommence the position himself; and
  - 3.1.4 replaced only after the Buyer has received notification of the proposed change.
- 3.2 The Buyer may provide revised instructions to the Supplier's Project Manager in regards to the Contract and it will be the Supplier Project Manager's responsibility to ensure the information is provided to the Supplier and the actions implemented.
- 3.3 Receipt of communication from the Supplier Project Manager by the Buyer does not absolve the Supplier from its responsibilities, obligations or liabilities under the Contract.

## 4. ROLE OF THE OPERATIONAL BOARD

Not used

#### 5. CONTRACT RISK MANAGEMENT

- 5.1 Both Parties shall pro-actively manage risks attributed to them under the terms of this Contract.
- 5.2 The Supplier shall develop, operate, maintain and amend, as agreed with the Buyer, processes for:
  - 5.2.1 the identification and management of risks;
  - 5.2.2 the identification and management of issues; and
  - 5.2.3 monitoring and controlling project plans.
- 5.3 The Supplier allows the Buyer to inspect at any time within working hours the accounts and records which the Supplier is required to keep.
- 5.4 The Supplier will maintain a risk register of the risks relating to the Contract which the Buyer and the Supplier have identified.

# **Annex: Operational Boards**

Not Used

# Schedule 16 (Security)

# Part A: Short Form Security Requirements

#### 1. Definitions

1.1 In this Schedule, the following words shall have the following meanings and they shall supplement Schedule 1 (Definitions):

# "Breach of Security" the occurrence of:

- a) any unauthorised access to or use of the Deliverables, the Sites and/or any Information and Communication Technology ("ICT"), information or data (including the Confidential Information and the Government Data) used by the Buyer and/or the Supplier in connection with this Contract; and/or
- b) the loss and/or unauthorised disclosure of any information or data (including the Confidential Information and the Government Data), including any copies of such information or data, used by the Buyer and/or the Supplier in connection with this Contract,

in either case as more particularly set out in the Security Policy where the Buyer has required compliance there with in accordance with Paragraph 2.1;

**"Security Management Plan"** the Supplier's security management plan prepared pursuant to this Schedule, a draft of which has been provided by the Supplier to the Buyer and as updated from time to time.

# 2. Complying with security requirements and updates to them

- 2.1 The Supplier shall comply with the requirements in this Schedule in respect of the Security Management Plan. Where specified by a Buyer it shall also comply with the Security Policy and shall ensure that the Security Management Plan produced by the Supplier fully complies with the Security Policy.
- 2.2 Where the Security Policy applies the Buyer shall notify the Supplier of any changes or proposed changes to the Security Policy.
- 2.3 If the Supplier believes that a change or proposed change to the Security Policy will have a material and unavoidable cost implication to the provision of the Deliverables it may propose a Variation to the Buyer. In doing so, the Supplier must support its request by providing evidence of the cause of any increased costs and the steps that it has taken to mitigate those costs. Any change to the Charges shall be subject to the Variation Procedure.

2.4 Until and/or unless a change to the Charges is agreed by the Buyer pursuant to the Variation Procedure the Supplier shall continue to provide the Deliverables in accordance with its existing obligations.

## 3. Security Standards

- 3.1 The Supplier acknowledges that the Buyer places great emphasis on the reliability of the performance of the Deliverables, confidentiality, integrity and availability of information and consequently on security.
- 3.2 The Supplier shall be responsible for the effective performance of its security obligations and shall at all times provide a level of security which:
- 3.2.1 is in accordance with the Law and this Contract;
- 3.2.2 as a minimum demonstrates Good Industry Practice;
- 3.2.3 meets any specific security threats of immediate relevance to the Deliverables and/or the Government Data; and
- 3.2.4 where specified by the Buyer in accordance with Paragraph 2.1 complies with the Security Policy and the ICT Policy.
- 3.3 The references to standards, guidance and policies contained or set out in Paragraph 3.2 shall be deemed to be references to such items as developed and updated and to any successor to or replacement for such standards, guidance and policies, as notified to the Supplier from time to time.
- 3.4 In the event of any inconsistency in the provisions of the above standards, guidance and policies, the Supplier should notify the Buyer's Representative of such inconsistency immediately upon becoming aware of the same, and the Buyer's Representative shall, as soon as practicable, advise the Supplier which provision the Supplier shall be required to comply with.

#### 4. Security Management Plan

#### 4.1 Introduction

4.1.1 The Supplier shall develop and maintain a Security Management Plan in accordance with this Schedule. The Supplier shall thereafter comply with its obligations set out in the Security Management Plan.

# 4.2 Content of the Security Management Plan

- 4.2.1 The Security Management Plan shall:
- comply with the principles of security set out in Paragraph 3 and any other provisions of this Contract relevant to security;
- b) identify the necessary delegated organisational roles for those responsible for ensuring it is complied with by the Supplier;
- c) detail the process for managing any security risks from Subcontractors and third parties authorised by the Buyer with access to the Deliverables, processes associated with the provision of the Deliverables, the Buyer Premises, the Sites and any ICT, Information and data (including the Buyer's Confidential Information and the Government Data) and any

- system that could directly or indirectly have an impact on that Information, data and/or the Deliverables:
- d) be developed to protect all aspects of the Deliverables and all processes associated with the provision of the Deliverables, including the Buyer Premises, the Sites, and any ICT, Information and data (including the Buyer's Confidential Information and the Government Data) to the extent used by the Buyer or the Supplier in connection with this Contract or in connection with any system that could directly or indirectly have an impact on that Information, data and/or the Deliverables;
- e) set out the security measures to be implemented and maintained by the Supplier in relation to all aspects of the Deliverables and all processes associated with the provision of the Goods and/or Services and shall at all times comply with and specify security measures and procedures which are sufficient to ensure that the Deliverables comply with the provisions of this Contract;
- f) set out the plans for transitioning all security arrangements and responsibilities for the Supplier to meet the full obligations of the security requirements set out in this Contract and, where necessary in accordance with the Security Policy as set out in Paragraph 2.1; and
- g) be written in plain English in language which is readily comprehensible to the staff of the Supplier and the Buyer engaged in the provision of the Deliverables and shall only reference documents which are in the possession of the Parties or whose location is otherwise specified in this Schedule.

## 4.3 Development of the Security Management Plan

- 4.3.1 Within twenty (20) Working Days after the Start Date and in accordance with Paragraph 4.4, the Supplier shall prepare and deliver to the Buyer for Approval a fully complete and up to date Security Management Plan which will be based on the draft Security Management Plan.
- 4.3.2 If the Security Management Plan submitted to the Buyer in accordance with Paragraph 4.3.1, or any subsequent revision to it in accordance with Paragraph 4.4, is Approved it will be adopted immediately and will replace the previous version of the Security Management Plan and thereafter operated and maintained in accordance with this Schedule. If the Security Management Plan is not Approved, the Supplier shall amend it within ten (10) Working Days of a notice of non-approval from the Buyer and re-submit to the Buyer for Approval. The Parties will use all reasonable endeavours to ensure that the approval process takes as little time as possible and in any event no longer than fifteen (15) Working Days from the date of its first submission to the Buyer. If the Buyer does not approve the Security Management Plan following its resubmission, the matter will be resolved in accordance with the Dispute Resolution Procedure.
- 4.3.3 The Buyer shall not unreasonably withhold or delay its decision to Approve or not the Security Management Plan pursuant to Paragraph 4.3.2. However, a refusal by the Buyer to Approve the Security Management Plan on the grounds that it does not comply with the requirements set out in Paragraph 4.2 shall be deemed to be reasonable.
- 4.3.4 Approval by the Buyer of the Security Management Plan pursuant to Paragraph 4.3.2 or of any change to the Security Management Plan in accordance with Paragraph 4.4 shall not relieve the Supplier of its obligations under this Schedule.

# 4.4 Amendment of the Security Management Plan

- 4.4.1 The Security Management Plan shall be fully reviewed and updated by the Supplier at least annually to reflect:
- a) emerging changes in Good Industry Practice;
- b) any change or proposed change to the Deliverables and/or associated processes;
- c) where necessary in accordance with Paragraph 2.2, any change to the Security Policy;
- d) any new perceived or changed security threats; and
- e) any reasonable change in requirements requested by the Buyer.
- 4.4.2 The Supplier shall provide the Buyer with the results of such reviews as soon as reasonably practicable after their completion and amendment of the Security Management Plan at no additional cost to the Buyer. The results of the review shall include:
- a) suggested improvements to the effectiveness of the Security Management Plan;
- b) updates to the risk assessments; and
- c) suggested improvements in measuring the effectiveness of controls.
- 4.4.3 Subject to Paragraph 4.4.4, any change or amendment which the Supplier proposes to make to the Security Management Plan (as a result of a review carried out in accordance with Paragraph 4.4.1, a request by the Buyer or otherwise) shall be subject to the Variation Procedure.
- 4.4.4 The Buyer may, acting reasonably, Approve and require changes or amendments to the Security Management Plan to be implemented on timescales faster than set out in the Variation Procedure but, without prejudice to their effectiveness, all such changes and amendments shall thereafter be subject to the Variation Procedure for the purposes of formalising and documenting the relevant change or amendment.

## 5. Security breach

- 5.1 Either Party shall notify the other in accordance with the agreed security incident management process (as detailed in the Security Management Plan) upon becoming aware of any Breach of Security or any potential or attempted Breach of Security.
- 5.2 Without prejudice to the security incident management process, upon becoming aware of any of the circumstances referred to in Paragraph 5.1, the Supplier shall:
- 5.2.1 immediately use all reasonable endeavours (which shall include any action or changes reasonably required by the Buyer) necessary to:
- a) minimise the extent of actual or potential harm caused by any Breach of Security;
- b) remedy such Breach of Security to the extent possible and protect the integrity of the Buyer and the provision of the Goods and/or Services to the extent within its control against any such Breach of Security or attempted Breach of Security;
- c) prevent an equivalent breach in the future exploiting the same cause failure; and
- d) as soon as reasonably practicable provide to the Buyer, where the Buyer so requests, full details (using the reporting mechanism defined by the Security Management Plan) of the Breach of Security or attempted Breach of Security, including a cause analysis where required by the Buyer.

5.3 In the event that any action is taken in response to a Breach of Security or potential or attempted Breach of Security that demonstrates non-compliance of the Security Management Plan with the Security Policy (where relevant in accordance with Paragraph 2.1) or the requirements of this Schedule, then any required change to the Security Management Plan shall be at no cost to the Buyer.

# **Schedule 21 (Variation Form)**

This form is to be used in order to change a contract in accordance with Clause 28 of the Core Terms (Changing the Contract)

	Contract Details				
This variation is	[Buyer] ("the Buyer")				
between:	And				
	[insert name of Supplier] ("the Supplier")				
Contract name:	[insert name of contract to be cha	nged] ("the Contract")			
Contract reference number:	[insert contract reference number]				
	Details of Proposed Variation	on			
Variation initiated by:	[delete as applicable: Buyer/Supp	lier]			
Variation number:	[insert variation number]				
Date variation is raised:	[insert date]				
Proposed variation					
Reason for the variation:	[insert reason]				
An Impact Assessment shall be provided within:	[insert number] days				
	Impact of Variation				
Likely impact of the proposed variation:					
Outcome of Variation					
Contract variation:	This Contract detailed above is varied as follows:				
	<ul> <li>[Buyer to insert original Clauses or Paragraphs to be varied and the changed clause]</li> </ul>				
Financial variation:	Original Contract Value: £ [insert amount]				
	Additional cost due to variation:	£ [insert amount]			

New Contract value: £ [insert amount]	
---------------------------------------	--

- 1. This Variation must be agreed and signed by both Parties to the Contract and shall only be effective from the date it is signed by the Buyer
- 2. Words and expressions in this Variation shall have the meanings given to them in the Contract.
- 3. The Contract, including any previous Variations, shall remain effective and unaltered except as amended by this Variation.

Signed by an authorised signatory for and on behalf of the Buyer
Signature
Date
Name (in Capitals)
Address
Signed by an authorised signatory to sign for and on behalf of the Supplier
Signature
Date
Name (in Capitals)
Address

# Schedule 22 (Insurance Requirements)

## 1. The insurance you need to have

- 1.1 The Supplier shall take out and maintain or procure the taking out and maintenance of the insurances as set out in the Annex to this Schedule and any other insurances as may be required by applicable Law (together the "Insurances"). The Supplier shall ensure that each of the Insurances is effective no later than the Start Date in respect of those Insurances set out in the Annex to this Schedule and those required by applicable Law; and
- 1.2 The Insurances shall be:
  - 1.2.1 maintained in accordance with Good Industry Practice;
  - 1.2.2 (so far as is reasonably practicable) on terms no less favourable than those generally available to a prudent contractor in respect of risks insured in the international insurance market from time to time;
  - taken out and maintained with insurers of good financial standing and good repute in the international insurance market; and
  - 1.2.4 maintained until the End Date except in relation to Professional Indemnity where required under the Annex Part C which shall be maintained for at least six (6) years after the End Date.
- 1.3 The Supplier shall ensure that the public and products liability policy contain an indemnity to principals clause under which the Buyer shall be indemnified in respect of claims made against the Buyer in respect of death or bodily injury or third party property damage arising out of or in connection with the Deliverables and for which the Supplier is legally liable.

#### 2. How to manage the insurance

- 2.1 Without limiting the other provisions of this Contract, the Supplier shall:
  - 2.1.1 take or procure the taking of all reasonable risk management and risk control measures in relation to Deliverables as it would be reasonable to expect of a prudent contractor acting in accordance with Good Industry Practice, including the investigation and reports of relevant claims to insurers;
  - 2.1.2 promptly notify the insurers in writing of any relevant material fact under any Insurances of which the Supplier is or becomes aware; and
  - 2.1.3 hold all policies in respect of the Insurances and cause any insurance broker effecting the Insurances to hold any insurance slips and other evidence of placing cover representing any of the Insurances to which it is a party.

# 3. What happens if you aren't insured

- 3.1 The Supplier shall not take any action or fail to take any action or (insofar as is reasonably within its power) permit anything to occur in relation to it which would entitle any insurer to refuse to pay any claim under any of the Insurances.
- 3.2 Where the Supplier has failed to purchase or maintain any of the Insurances in full force and effect, the Buyer may elect (but shall not be obliged) following written notice to the Supplier to purchase the relevant Insurances and recover the reasonable premium and other reasonable costs incurred in connection therewith as a debt due from the Supplier.

# 4. Evidence of insurance you must provide

4.1 The Supplier shall upon the Start Date and within 15 Working Days after the renewal of each of the Insurances, provide evidence, in a form satisfactory to the Buyer, that the Insurances are in force and effect and meet in full the requirements of this Schedule.

# 5. Making sure you are insured to the required amount

5.1 The Supplier shall ensure that any Insurances which are stated to have a minimum limit "in the aggregate" are maintained at all times for the minimum limit of indemnity specified in this Contract and if any claims are made which do not relate to this Contract then the Supplier shall notify the Buyer and provide details of its proposed solution for maintaining the minimum limit of indemnity.

#### 6. Cancelled Insurance

- 6.1 The Supplier shall notify the Buyer in writing at least five (5) Working Days prior to the cancellation, suspension, termination, or non-renewal of any of the Insurances.
- 6.2 The Supplier shall ensure that nothing is done which would entitle the relevant insurer to cancel, rescind or suspend any insurance or cover, or to treat any insurance, cover or claim as voided in whole or part. The Supplier shall use all reasonable endeavours to notify the Buyer (subject to third party confidentiality obligations) as soon as practicable when it becomes aware of any relevant fact, circumstance or matter which has caused, or is reasonably likely to provide grounds to, the relevant insurer to give notice to cancel, rescind, suspend or void any insurance, or any cover or claim under any insurance in whole or in part.

#### 7. Insurance claims

- 7.1 The Supplier shall promptly notify to insurers any matter arising from, or in relation to, the Deliverables, or the Contract for which it may be entitled to claim under any of the Insurances. In the event that the Buyer receives a claim relating to or arising out of the Contract or the Deliverables, the Supplier shall co-operate with the Buyer and assist it in dealing with such claims including without limitation providing information and documentation in a timely manner.
- 7.2 Except where the Buyer is the claimant party, the Supplier shall give the Buyer notice within twenty (20) Working Days after any insurance claim relating to or arising out of the provision of the Deliverables or this Contract on any of the Insurances or which, but for the application of the applicable policy excess, would be made on any of the Insurances and (if required by the Buyer) full details of the incident giving rise to the claim.

- 7.3 Where any Insurance requires payment of a premium, the Supplier shall be liable for and shall promptly pay such premium.
- 7.4 Where any Insurance is subject to an excess or deductible below which the indemnity from insurers is excluded, the Supplier shall be liable for such excess or deductible. The Supplier shall not be entitled to recover from the Buyer any sum paid by way of excess or deductible under the Insurances whether under the terms of this Contract or otherwise.

#### ANNEX: REQUIRED INSURANCES

#### PART A: THIRD PARTY PUBLIC AND PRODUCTS LIABILITY INSURANCE

#### 1 Insured

1.1 The Supplier

#### 2 Interest

- 2.1 To indemnify the Insured in respect of all sums which the Insured shall become legally liable to pay as damages, including claimant's costs and expenses, in respect of accidental:
  - (a) death or bodily injury to or sickness, illness or disease contracted by any person; and
  - (b) loss of or damage to physical property;

happening during the period of insurance (as specified in Paragraph 5) and arising out of or in connection with the provision of the Deliverables and in connection with this Contract.

# 3 Limit of indemnity

Not less than £5 million in respect of any one occurrence, the number of occurrences being unlimited in any annual policy period.

#### 4 Territorial limits

## [United Kingdom]

#### 5 Period of insurance

5.1 From the date of this Contract for the period of the Contract and renewable on an annual basis unless agreed otherwise by the Buyer in writing.

## 6 Cover features and extensions

6.1 Indemnity to principals clause under which the Buyer shall be indemnified in respect of claims made against the Buyer in respect of death or bodily injury or third party property damage arising out of or in connection with the Contract and for which the Supplier is legally liable.

# 7 Principal exclusions

- 7.1 War and related perils.
- 7.2 Nuclear and radioactive risks.
- 7.3 Liability for death, illness, disease or bodily injury sustained by employees of the Insured arising out of the course of their employment.
- 7.4 Liability arising out of the use of mechanically propelled vehicles whilst required to be compulsorily insured by applicable Law in respect of such vehicles.
- 7.5 Liability in respect of predetermined penalties or liquidated damages imposed under any contract entered into by the Insured.
- 7.6 Liability arising out of technical or professional advice other than in respect of death or bodily injury to persons or damage to third party property.
- 7.7 Liability arising from the ownership, possession or use of any aircraft or marine vessel.
- 7.8 Liability arising from seepage and pollution unless caused by a sudden, unintended, unexpected and accidental occurrence.

#### 8 Maximum deductible threshold

8.1 Not to exceed £ 5 million for each and every third party property damage claim (personal injury claims to be paid in full).

#### PART B: UNITED KINGDOM COMPULSORY INSURANCES

The Supplier shall meet its insurance obligations under applicable Law in full, including, United Kingdom employers' liability insurance and motor third party liability insurance.

#### PART C: ADDITIONAL INSURANCES

Professional Indemnity Insurance	Where the Buyer requirement includes a potential breach of professional duty by the Supplier in connection with professional advice and /or professional services to be maintained for 6 years after the End Date	
Property Damage Insurance / Goods in Transit Insurance	Where the Buyer requirement necessitates primary perils insurance for relevant physical property (e.g. Buyer physical property in the	

	care, custody and control of the Supplier in delivering the Contract).	
Cyber Liability Insurance	Where the Buyer requirement includes specific cyber risk exposures.	
Environmental Liability Insurance or Contractors Pollution Liability Insurance	Where the Buyer requirement includes exposure to significant pollution / contamination risks.	

# Schedule 26 (Sustainability)

#### **Definitions**

# ["Modern Slavery Assessment Tool"

means the modern slavery risk identification and management tool which can be found online at: <a href="https://supplierregistration.cabinetoffice.gov.uk/msat">https://supplierregistration.cabinetoffice.gov.uk/msat</a>]

# ["Supply Chain Map"

means details of (i) the Supplier, (ii) all Subcontractors and (iii) any other entity that the Supplier is aware is in its supply chain that is not a Subcontractor, setting out at least:

- the name, registered office and company registration number of each entity in the supply chain;
- (b) the function of each entity in the supply chain; and
- (c) the location of any premises at which an entity in the supply chain carries out a function in the supply chain;]

## "Waste Hierarchy"

means prioritisation of waste management in the following order of preference as set out in the Waste (England and Wales) Regulation 2011:

- (d) Prevention;
- (e) Preparing for re-use;
- (f) Recycling;
- (g) Other Recovery; and
- (h) Disposal.

#### Part A

# 1. Public Sector Equality Duty

1.1. In addition to legal obligations, where the Supplier is providing a Deliverable to which the Public Sector Equality duty applies, the Supplier shall support the Buyer in fulfilling its Public

	Sector Equality duty under S149 of the Equality Act 2010 by ensuring that it fulfils its obligations under the Contract in a way that seeks to:
	1.1.1. eliminate discrimination, harassment or victimisation and any other conduct prohibited by the Equality Act 2010; and
	1.1.2. advance:
	<ul><li>1.1.2.1. equality of opportunity; and</li><li>1.1.2.2. good relations,</li></ul>
2.	between those with a protected characteristic (age, disability, gender reassignment, pregnancy and maternity, race, religion or belief, sex, sexual orientation, and marriage and civil partnership) and those who do not share it.  Employment Law
	2.1. The Supplier must perform its obligations meeting the requirements of all applicable Law regarding employment.

# 3. Modern Slavery

## 3.1. The Supplier:

shall not use, nor allow its Subcontractors to use forced, bonded or involuntary prison labour;

shall not require any Supplier Staff or Subcontractor Staff to lodge deposits or identity papers with the employer and shall be free to leave their employer after reasonable notice;

warrants and represents that it has not been convicted of any slavery or human trafficking offences anywhere around the world;

warrants that to the best of its knowledge it is not currently under investigation, inquiry or enforcement proceedings in relation to any allegation of slavery or human trafficking offences anywhere around the world;

shall make reasonable enquires to ensure that its officers, employees and Subcontractors have not been convicted of slavery or human trafficking offences anywhere around the world;

shall have and maintain throughout the Term its own policies and procedures to ensure its compliance with the Modern Slavery Act 2015 and include in its contracts with its Subcontractors anti-slavery and human trafficking provisions;

shall implement due diligence procedures to ensure that there is no slavery or human trafficking in any part of its supply chain performing obligations under the Contract;

shall prepare and deliver to the Buyer, an annual slavery and human trafficking report setting out the steps it has taken to ensure that slavery and human trafficking is not taking place in any of its supply chains or in any part of its business with its annual certification of compliance with this Paragraph Modern Slavery;

- 3.1.9. shall not use, nor allow its employees or Subcontractors to use physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation of its employees or Subcontractors;
- 3.1.10. shall not use or allow child or slave labour to be used by its Subcontractors; and
- 3.1.11. shall report the discovery or suspicion of any slavery or trafficking by it or its Subcontractors to the Buyer and Modern Slavery Helpline.

# 4. Environmental Requirements

- 4.1. The Supplier must perform its obligations meeting in all material respects the requirements of all applicable Laws regarding the environment.
- 4.2. In performing its obligations under the Contract, the Supplier shall, where applicable to the Contract, to the reasonable satisfaction of the Buyer:
  - 4.2.1. prioritise waste management in accordance with the Waste Hierarchy as set out in Law;
  - 4.2.2. be responsible for ensuring that any waste generated by the Supplier and sent for recycling, disposal or other recovery as a consequence of this Contract is taken by a licensed waste carrier to an authorised site for treatment or disposal and that the disposal or treatment of waste complies with the Law; and
  - 4.2.3. ensure that it and any third parties used to undertake recycling, disposal or other recovery as a consequence of this Contract do so in a legally compliant way, and can demonstrate that reasonable checks are undertaken to ensure this on a regular basis and provide relevant data and evidence of recycling, recovery and disposal.

- 4.3. In circumstances that a permit, licence or exemption to carry or send waste generated under this Contract is revoked, the Supplier shall cease to carry or send waste or allow waste to be carried by any Subcontractor until authorisation is obtained from the Environment Agency.
- 4.4. In performing its obligations under the Contract, the Supplier shall to the reasonable satisfaction of the Buyer (where the anticipated Charges in any Contract Year are above £5 million per annum (excluding VAT)), where related to and proportionate to the contract in accordance with PPN 06/21), publish and maintain a credible Carbon Reduction Plan in accordance with PPN 06/21.
- 4.5. The Supplier shall meet the applicable Government Buying Standards applicable to Deliverables which can be found online at:

<u>https://www.gov.uk/government/collections/sustainable-procurement-the-government-buying-standards-gbs.</u>

## 5. Supplier Code of Conduct

5.1. In February 2019, HM Government published a Supplier Code of Conduct setting out the standards and behaviours expected of suppliers who work with government which can be found online at:

https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment\_data/file/779660/20190220-Supplier\_Code\_of\_Conduct.pdf

The Buyer expects to meet, and expects its suppliers and subcontractors to meet, the standards set out in that Code.

# 6. Reporting

The Supplier shall comply with reasonable requests by the Buyer for information evidencing compliance with any of the requirements in Paragraphs Public Sector Equality Duty-Supplier

Code of Conduct of this Part A above within fourteen (14) days of such request, [provided that such requests are limited to [two] per requirement per Contract Year].

# Part B

N/A

# Part C

- 1. Social Value
  - 1.1 The Supplier shall provide a Social Value Report to the Buyer as outlined in Table A.

**Table A: Social Value Report** 

Required Detail	Frequency
A high-level summary of the Supplier's performance against the Social Value priorities over the relevant period	Yearly

**Table B: Social Value KPIs** 

No.	Social Value Title	Description of Deliverable	Target	Frequency of Measurem ent	Publishable Performance Information
Social Value KPI1	Monitor, measure and report on commitm ents made in Schedule 4	Monitor, measure and report on commitment s made in Schedule 4 using retention levels and workforce surveys, and implement any actions required.	100% of staff working on the Contract to be surveye d	Yearly	No

# **Schedule 27 (Key Subcontractors)**

#### 1. Restrictions on certain subcontractors

- 1.1 The Supplier is entitled to sub-contract its obligations under the Contract to the Key Subcontractors set out in the Award Form.
- 1.2 Where during the Contract Period the Supplier wishes to enter into a new Key Sub-contract or replace a Key Subcontractor, it must obtain the prior written consent of the Buyer and the Supplier shall, at the time of requesting such consent, provide the Buyer with the information detailed in Paragraph If requested by the Buyer, within ten (10) Working Days of receipt of the information provided by the Supplier pursuant to Paragraph The Supplier shall provide the Buyer with the following information in respect of the proposed Key Subcontractor:, the Supplier shall also provide:. The decision of the Buyer to consent or not will not be unreasonably withheld or delayed. Where the Buyer consents to the appointment of a new Key Subcontractor then they will be added to Key Subcontractor section of the Award Form. The Buyer may reasonably withhold their consent to the appointment of a Key Subcontractor if it considers that:
  - 1.2.1 the appointment of a proposed Key Subcontractor may prejudice the provision of the Deliverables or may be contrary to its interests;
  - 1.2.2 the proposed Key Subcontractor is unreliable and/or has not provided reliable goods and or reasonable services to its other customers; and/or
  - 1.2.3 the proposed Key Subcontractor employs unfit persons.
- 1.3 The Supplier shall provide the Buyer with the following information in respect of the proposed Key Subcontractor:
  - 1.3.1 the proposed Key Subcontractor's name, registered office and company registration number;
  - 1.3.2 the scope/description of any Deliverables to be provided by the proposed Key Subcontractor;
  - 1.3.3 where the proposed Key Subcontractor is an Affiliate of the Supplier, evidence that demonstrates to the reasonable satisfaction of the Buyer that the proposed Key Sub-Contract has been agreed on "arm's-length" terms;
  - 1.3.4 the Key Sub-Contract price expressed as a percentage of the total projected Charges over the Contract Period; and
  - 1.3.5 (where applicable) Credit Rating Threshold (as defined in Schedule 24 (Financial Difficulties)) of the Key Subcontractor.
- 1.4 If requested by the Buyer, within ten (10) Working Days of receipt of the information provided by the Supplier pursuant to Paragraph The Supplier shall provide the Buyer with the following information in respect of the proposed Key Subcontractor:, the Supplier shall also provide:
  - 1.4.1 a copy of the proposed Key Sub-Contract; and
  - 1.4.2 any further information reasonably requested by the Buyer.

- 1.5 The Supplier shall ensure that each new or replacement Key Sub-Contract shall include:
  - 1.5.1 provisions which will enable the Supplier to discharge its obligations under the Contract;
  - 1.5.2 a right under CRTPA for the Buyer to enforce any provisions under the Key Sub-Contract which confer a benefit upon the Buyer;
  - 1.5.3 a provision enabling the Buyer to enforce the Key Sub-Contract as if it were the Supplier;
  - 1.5.4 a provision enabling the Supplier to assign, novate or otherwise transfer any of its rights and/or obligations under the Key Sub-Contract to the Buyer;
  - 1.5.5 obligations no less onerous on the Key Subcontractor than those imposed on the Supplier under the Contract in respect of:
    - a) the data protection requirements set out in Clause 18 (Data protection);
    - b) the FOIA and other access request requirements set out in Clause 20 (When you can share information);
    - c) the obligation not to embarrass the Buyer or otherwise bring the Buyer into disrepute;
    - d) the keeping of records in respect of the goods and/or services being provided under the Key Sub-Contract, including the maintenance of Open Book Data; and
    - e) the conduct of audits set out in Clause 6 (Record keeping and reporting);
  - 1.5.6 provisions enabling the Supplier to terminate the Key Sub-Contract on notice on terms no more onerous on the Supplier than those imposed on the Buyer under Clauses 14.4 (When the Buyer can end this contract) and 14.5 (What happens if the contract ends) of this Contract;
  - 1.5.7 a provision restricting the ability of the Key Subcontractor to sub-contract all or any part of the provision of the Deliverables provided to the Supplier under the Key Sub-Contract without first seeking the written consent of the Buyer; and
  - 1.5.8 a provision enabling the Supplier, the Buyer or any other person on behalf of the Buyer to step-in on substantially the same terms as are set out in Clause 13 (Step-in rights).
- 1.6 The Supplier shall not terminate or materially amend the terms of any Key Sub-Contract without the Buyer's prior written consent, which shall not be unreasonably withheld or delayed.

# Schedule 29 (Key Supplier Staff)

- 1.1 The Annex 1 to this Schedule lists the key roles ("**Key Roles**") and names of the persons who the Supplier shall appoint to fill those Key Roles at the Start Date ("**Key Staff**").
- 1.2 The Supplier shall ensure that the Key Staff fulfil the Key Roles at all times during the Contract Period.
- 1.3 The Buyer may identify any further roles as being Key Roles and, following agreement to the same by the Supplier, the relevant person selected to fill those Key Roles shall be included on the list of Key Staff.
- 1.4 The Supplier shall not and shall procure that any Subcontractor shall not remove or replace any Key Staff unless:
  - 1.4.1 requested to do so by the Buyer or the Buyer Approves such removal or replacement (not to be unreasonably withheld or delayed);
  - 1.4.2 the person concerned resigns, retires or dies or is on maternity or long-term sick leave; or
  - 1.4.3 the person's employment or contractual arrangement with the Supplier or Subcontractor is terminated for material breach of contract by the employee.

## 1.5 The Supplier shall:

- 1.5.1 notify the Buyer promptly of the absence of any Key Staff (other than for short-term sickness or holidays of two (2) weeks or less, in which case the Supplier shall ensure appropriate temporary cover for that Key Role);
- 1.5.2 ensure that any Key Role is not vacant for any longer than ten (10) Working Days;
- 1.5.3 give as much notice as is reasonably practicable of its intention to remove or replace any member of Key Staff and, except in the cases of death, unexpected ill health or a material breach of the Key Staff's employment contract, this will mean at least three (3) Months' notice;
- 1.5.4 ensure that all arrangements for planned changes in Key Staff provide adequate periods during which incoming and outgoing staff work together to transfer responsibilities and ensure that such change does not have an adverse impact on the provision of the Deliverables; and
- 1.5.5 ensure that any replacement for a Key Role has a level of qualifications and experience appropriate to the relevant Key Role and is fully competent to carry out the tasks assigned to the Key Staff whom he or she has replaced.
- 1.6 The Buyer may require the Supplier to remove or procure that any Subcontractor shall remove any Key Staff that the Buyer considers in any respect unsatisfactory. The Buyer shall not be liable for the cost of replacing any Key Staff.

# **Schedule 30 (Exit Management)**

**Not Used** 

## Schedule 32 (Background Checks)

#### 1. When you should use this Schedule

This Schedule should be used where Supplier Staff must be vetted before working on Contract.

#### 2. Definitions

"Relevant Conviction" means any conviction listed in Annex 1 to this Schedule.

#### 3. Relevant Convictions

- 1.1 The Supplier must ensure that no person who discloses that they have a Relevant Conviction, or a person who is found to have any Relevant Convictions (whether as a result of a police check or through the procedure of the Disclosure and Barring Service (DBS) or otherwise), is employed or engaged in any part of the provision of the Deliverables without Approval.
- 1.2 Notwithstanding Paragraph The Supplier must ensure that no person who discloses that they have a Relevant Conviction, or a person who is found to have any Relevant Convictions (whether as a result of a police check or through the procedure of the Disclosure and Barring Service (DBS) or otherwise), is employed or engaged in any part of the provision of the Deliverables without Approval. for each member of Supplier Staff who, in providing the Deliverables, has, will have or is likely to have access to children, vulnerable persons or other members of the public to whom the Buyer owes a special duty of care, the Supplier must (and shall procure that the relevant Sub-Contractor must):
  - 1.2.1 carry out a check with the records held by the Department for Education (DfE);
  - 1.2.2 conduct thorough questioning regarding any Relevant Convictions; and
  - 1.2.3 ensure a police check is completed and such other checks as may be carried out through the Disclosure and Barring Service (DBS),

and the Supplier shall not (and shall ensure that any Sub-Contractor shall not) engage or continue to employ in the provision of the Deliverables any person who has a Relevant Conviction or an inappropriate record.

# **Annex 1 - Relevant Convictions**

None specified

## Schedule 4 (Tender)

# Tender Application form for a project with the Food Standards Agency



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

Į.					
LEAD APPLICA	ANT'S DETAILS				
Surname		First Name		Initial	<u>Title</u>
Organisation	HallMark Meat Hygiene Ltd (HallMark Veterinary& Compliance Services)	Department	Sampling (	Operations	
Street Address	Wheelwrights Comer, Cossack S	<u>quare</u>			
Town/City	Nailsworth	■ Country	England	Postcode	GL6 0DD
Telephone No		E-mail Addreęs	11		1
Isyour organisation recommendation 20 http://www.hmrc.gov		Yes	х	No	

#### **TENDER SUMMARY**

#### **TENDER TITLE**

Surveillance of AMR bacteria in raw dog and cat food on retail sale in the UK (Lot 1 - Survey design, sample collection at retail and transportation to the testing laboratory)

TENDER REFERENCE	FS900253		
PROPOSED START	01/03/2023	PROPOSED END	30/04/2024

#### 1: TENDER SUMMARY AND OBJECTIVES

#### A. TENDER SUMMARY

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

#### **Background**

The FSA needs a broad survey of the types and quantities of AMR bacteria and pathogens found in raw dog and cat food on retail sale in the UK to fully assess the potential risk this poses to the consumer. The findings will provide the FSA with the evidence for risk management actions and new data on the presence of AMR bacteria in RPF. The dog food samples would enable the FSA to test a rate of change on Salmonella prevalence. The cat food samples will enable to create a new baseline on Salmonella prevalence.

#### Survey design

Aligned with the specification requirement, this is a provisional design for a sampling survey of AMR and pathogenic bacteria found on raw dog and cat food from UK retail outlets. 280 dog and 100 cat food individual samples (plus a 5% extra contingency) will be evenly sampled over a 12-month period. In the absence of market share data, the 'basket of typical products' approach to sampling based on a list of available products created is proposed to be adopted.

#### Sample collection at retail

Only packaged and labelled raw dog and cat food will be collected. This will include sampling from pet stores, supermarkets, etc., but also direct online purchases from manufacturers and suppliers. The survey includes predominantly meat-based fresh and frozen dog and cat food products. We propose to utilise Census data at the level of NUTS2 (40 regions), so that sampling from retail outlets from multiple UK regions can be incorporated as well as direct online purchases from smaller producers that only deliver locally and/or from online suppliers who deliver across the UK.

#### Collection of sample information and transportation to testing laboratory

We provide a robust system for equipment provision, sample identification and data recording, and that samples are handled appropriately, including use of methods to avoid cross-contamination, and ensuring adequate temperature controls during transit. We provide hand over protocols with the laboratory to ensure correct sample handling and agree delivery times, as well as for the transfer of sample information. With our HallMark Sampling system, we will create a database of the samples collected and all their relevant details. Photographs will be taken of the samples including any labelling which will be used for quality control.

At the end of the sampling HallMark will produce a report on the survey design and sampling plan together with a file containing the photographs and an Excel spreadsheet listing of the samples collected and providing full sample details.

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

#### **OBJECTIVES**

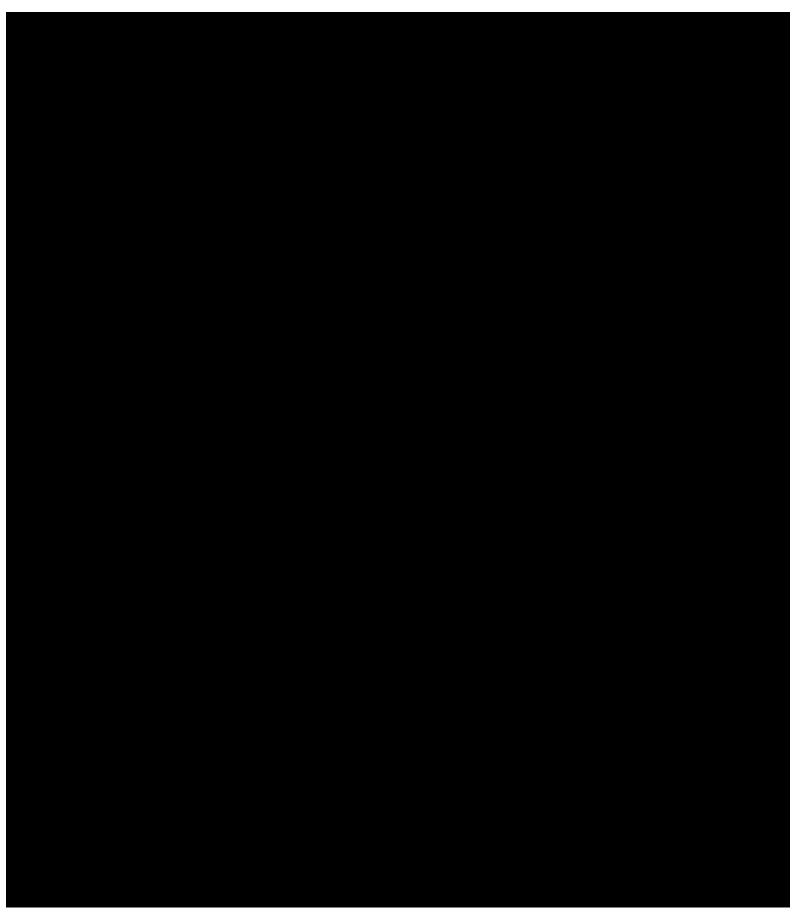
Please detail how your proposed work can assist the agency in meeting it stated objectives and policy needs. Please number the objectives and add a short description. Please add more lines as necessary.

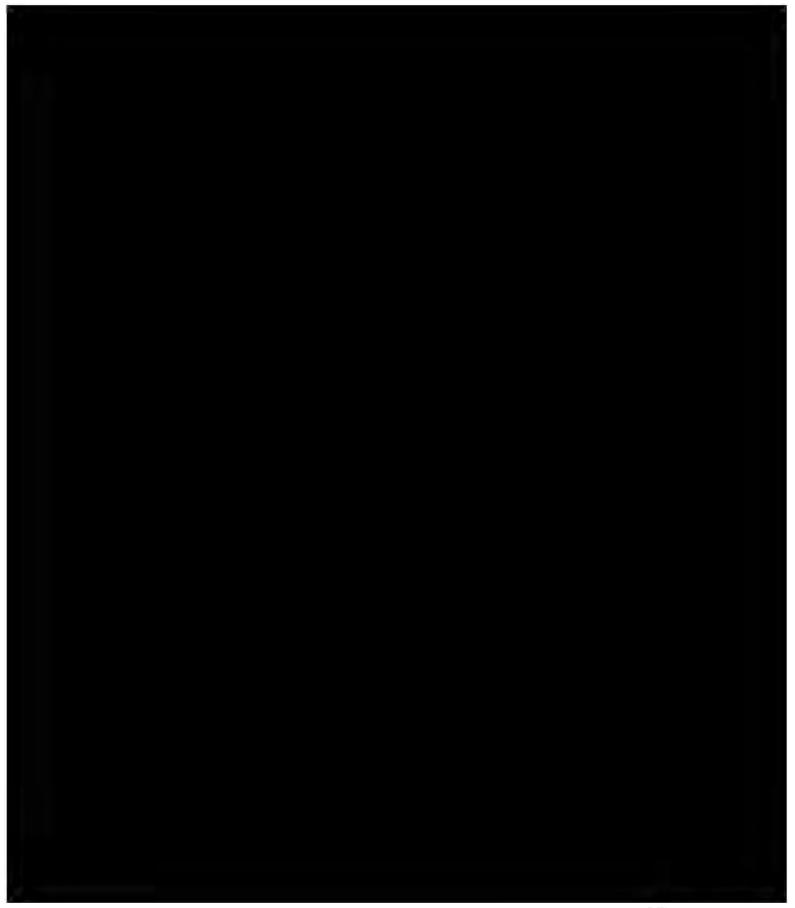
OBJECTIVE NUMBER	OBJECTIVE DESCRIPTION
01	To design a pragmatic and cost-effective sampling plan, which is based on relevant data, is fit for purpose, realises the objectives, and ensures the methodology is clearly recorded and consistent for all J)arties.
02.1	To ensure that all information relevant to the project concerned has been provided or requested and Hallmark has full understanding of the sampling specification to meet FSA objectives and expectations.
02.2	To ensure consistent communication of data and sample labelling between collection and the Laboratories involved in the analysis.
03	To ensure the plan is fit for purpose, agreed by FSA and Laboratories and within the FSA objectives  PROJECT LAUNCH. Ensure all internal and external stakeholders are aware of the commencement of the pro-ect.
05.1	To identify/confirm suitable and sufficient office staff and surveyors and to ensure resources are in place to deliver efficient and accurate sample collection
05.2	Verified training for all surveyors with consistent instructions and guidance to achieve that all sample collections are delivered in a consistent manner.
05.3 06.1	To ensure the provision of surveyors with instructions, sampling equipment and documents  To ensure accurate quarterly and final reporting and that the objectives and deliverables are achieved on
<b>06.2</b>	me, to <u>budget and</u> the <u>required leve</u> l of <u>quality - driving continuous improvement</u> The collection or purchase of samples by trained competent staff in accordance with FSA best practice guidance.

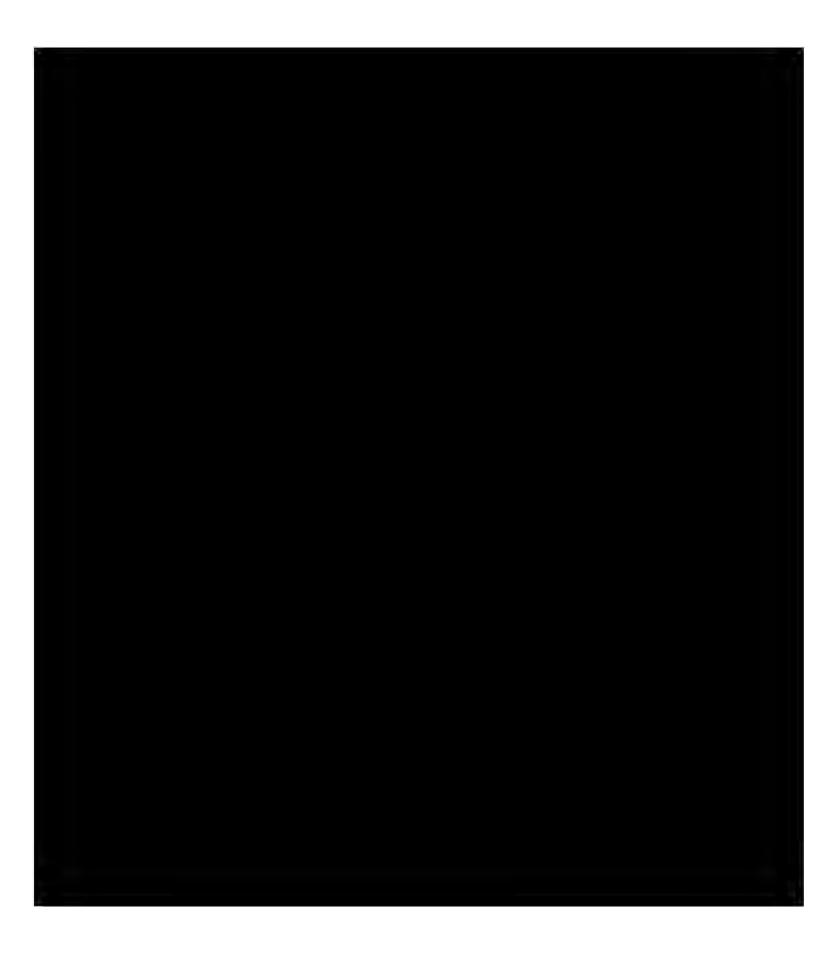
#### 2: DESCRIPTION OF APPROACH/SCOPE OF WORK

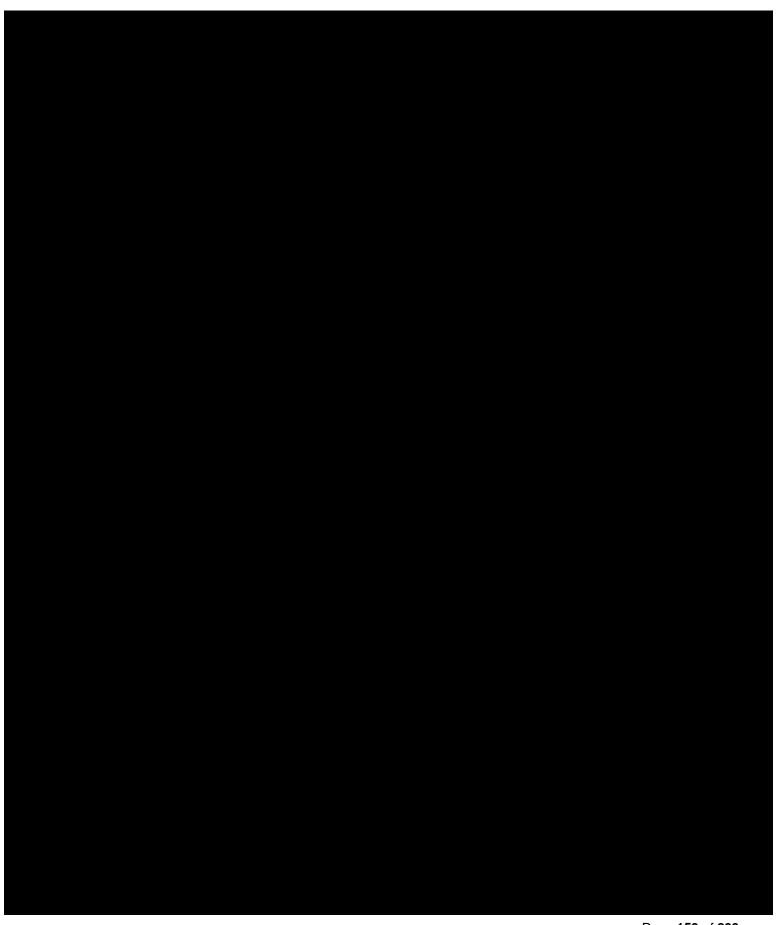
#### A. APPROACH/SCOPE OF WORK

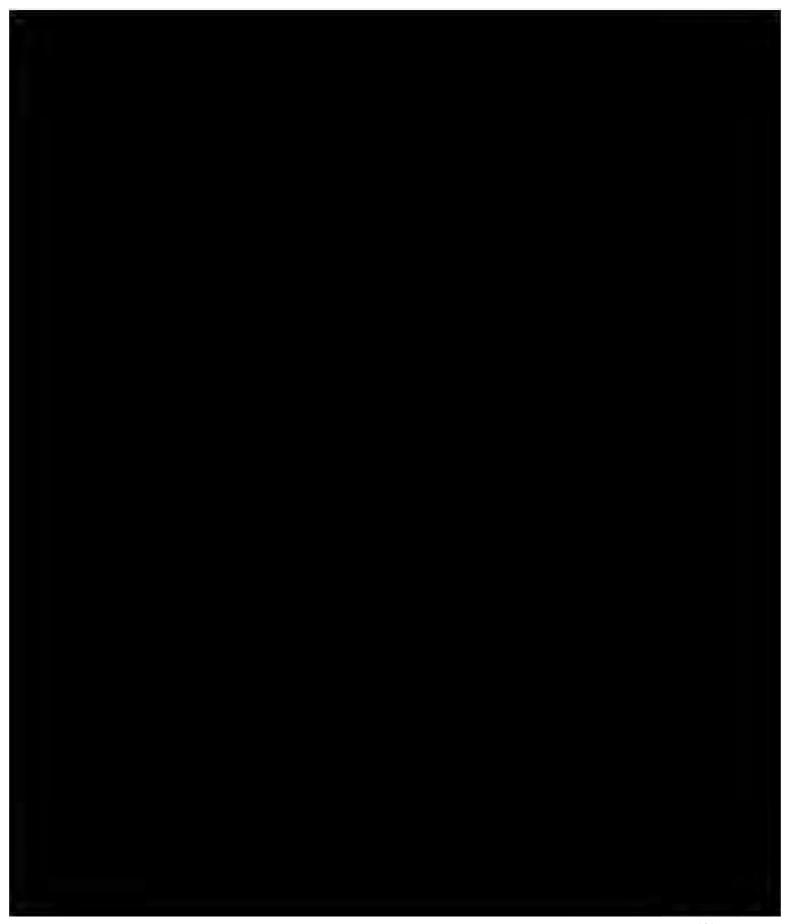
Please describe how you will meet our specification and summarise how you will deliver your solution. You must explain the approach for the proposed work. Describe and justify the approach, methodology and study design, where applicable, that will be used to address the specific requirements and realise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

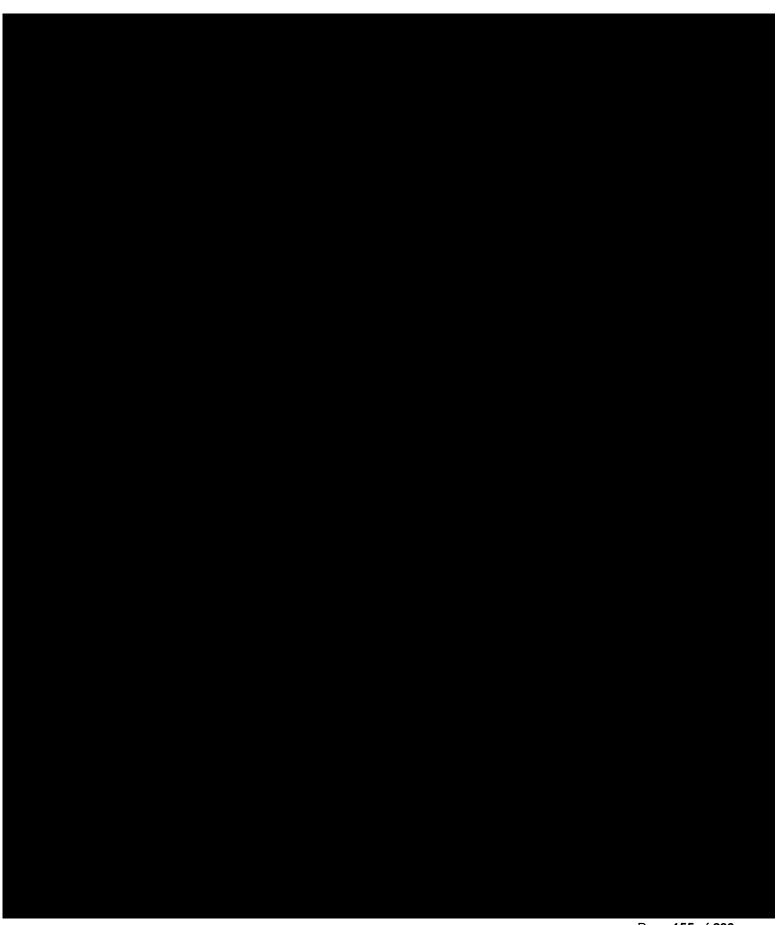


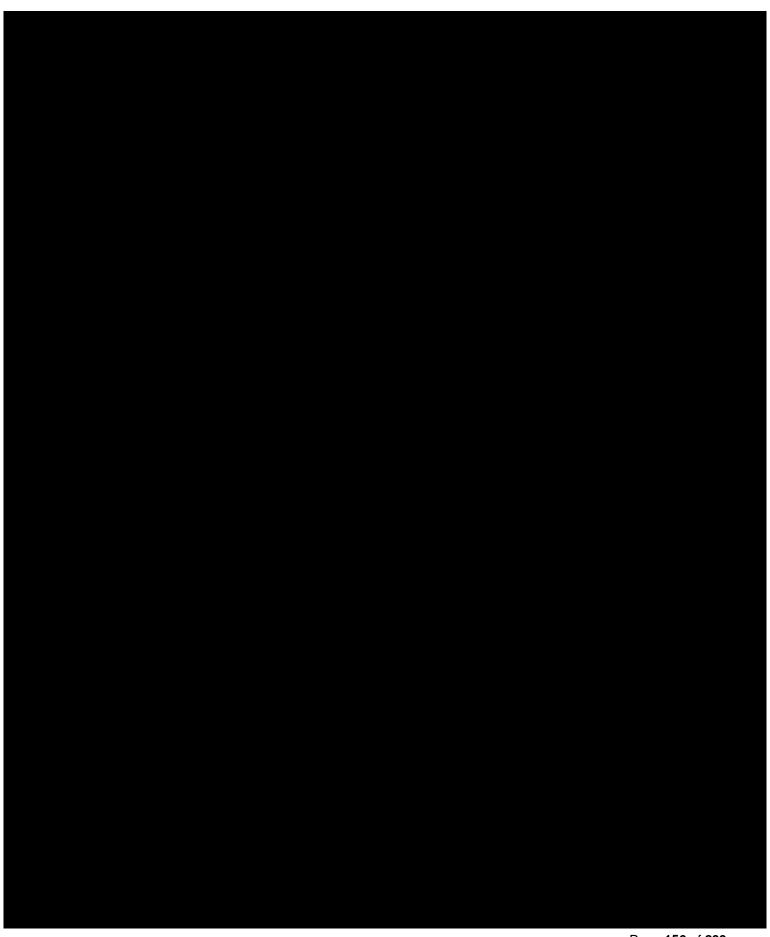




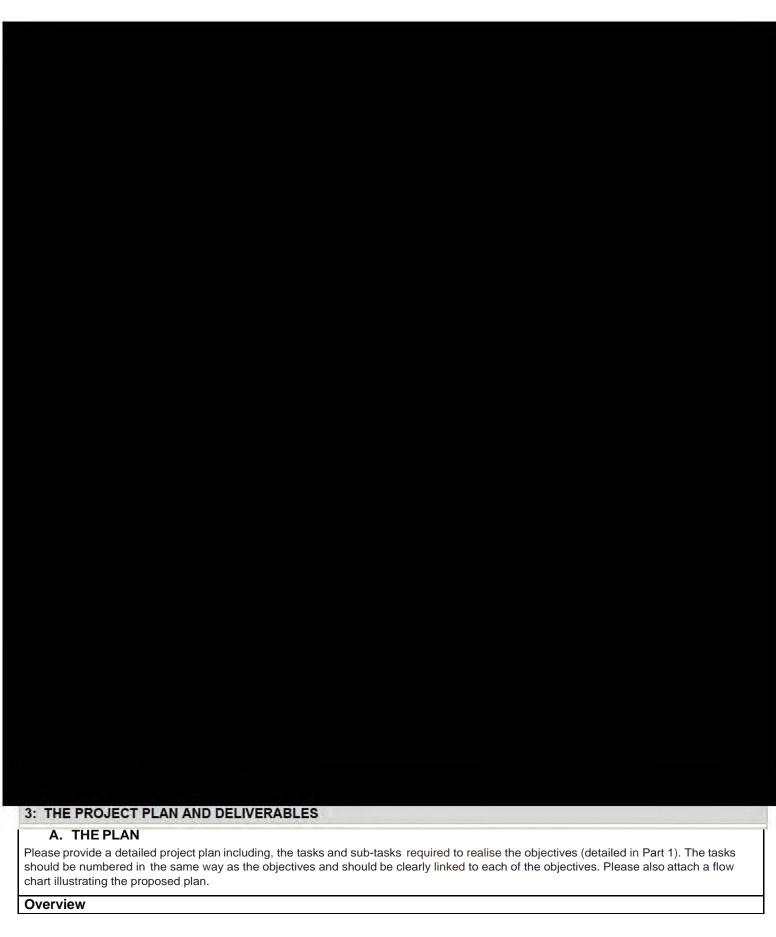












A comprehensive Plan based on a sound process design guaranteeing quality and final reports, founded in FSA clarification meetings to confirm satisfaction with the sampling methodology, preparation, collection and equipment preparation. Adoption of the ground-breaking HallMark Sampling System (HMX) – bespoke software to meet project requirements and a parallel Surveyor training programme. Delivery of all objectives and deliverables, on time and which meet the quality standard of the FSA.

#### Introduction

The following is a description of the tasks and sub-tasks required to realise the objectives (detailed in 1B of this application).

A detailed project plan, including linked objectives, deliverables, deadlines and resources can be found at the end of this section. This provides the same information as a flow chart and illustrates fully the proposed plan.

#### Contract awarded and signed

By 1 March 2023.

#### 1. Survey Pre-Design

Objective 1: To design a pragmatic and cost-effective sampling plan, which is based on relevant data, is fit for purpose, realises the scientific objectives, and ensures the methodology is clearly recorded and consistent for all parties.

The sampling plan and a methodology are proposed by HallMark as described in the scientific approach/scope of work. HallMark always remains flexible. We propose a provisional design for a sampling survey, which is flexible to changes and FSA peer review/approval before commencement.

#### 2. Project initiation meeting(s)

By 6 March 2023.

#### 2.1. Project Initiation meeting with FSA

Objective 2.1: To ensure that all information relevant to the project concerned has been provided or requested and HallMark has full understanding of the sampling specification to meet FSA objectives and expectations.

FSA intention was initially that all sampling will be completed from February 2023 to January 2024 rather than March; however, due to delays in publishing the specification the sampling will now be expected to run from March 2023 to February 2024. To avoid any further delays, we envisage that the project initiation meeting will take place as soon as possible following contract award (i.e., by 6 March 2023).

Following contract award, HallMark Project Manager together with the sample will liaise with the FSA for any further clarification/discussion of the sampling plan that may be required in order to ensure that all information relevant to the Survey concerned has been provided/requested, and to warrant good understanding of the sampling specification. Where possible, this clarification will be done in conjunction with selected Lab in order to create cohesive protocols. Any queries relating to the sampling might be raised and completed via face-to-face meeting (s), email and phone calls.

#### 2.2. Project Initiation meeting with laboratory (Sample plan synchronisation)

Objective 2.2: To ensure consistent communication of data and sample labelling between collection and the Laboratories involved in the analysis.

Close liaison with the testing laboratory is essential to ensure correct sample handling and agree delivery times, as well as for the transfer of sample information. Both sample collection and transportation) will take into consideration requirements stipulated by the nominated laboratory to ensure adherence to both sampling requirements and alignment to sample testing timeline requirements.

Where possible, the project initiation meeting with the FSA will take place together with the selected lab. HallMark will liaise with the Lab performing the analysis - for verification of the sampling plan and in order to establish necessary handover protocols. HallMark already works very closely with the selected laboratory UK Health Security Agency (UKHSA) UKHSA

(York, London and Porton Down sites) in other Microbiological surveys. We are very familiar with their hand-over protocols and have been in close communications with them in multiple projects. The HallMark ability to link the sampling database with multiple laboratories and FSA provides an ideal solution for a multi labs survey.

The selected laboratory (UKHSA) has confirmed the below information:

Table: Laboratory hand over protocols list

Sampling Requirement	Description
Laboratories key contacts	
Sample <b>size</b>	A 'sample' in the specification refers to a single item of raw pet food product. We understand from UKHSA labs that they would need at least 100 grams from each sample.
Determine Laboratories capacity and schedule	See below the table of the schedule agreed with the lab.  10 samples per delivery is considered adequate capacity for each UKHSA laboratory. The plan is to send a few samples to the Porton lab on 23 March 2023 to make sure the lab test set up is working as it should, then start sending samples to all labs from the week beginning 27 March 2023 till February 2024. The month of March 2024 is kept as contingency with testing completed by 30 April 2024.
Labelling protocol	HallMark will confirm with the UKHSA lab the relevant submission sheets and labelling protocols to accompany samples. Traceability of the sample will be assured with the completion of the laboratory submission letter.
Sample numbering	We have agreed to provide tamper proof sample bags with printed unique sample numbers. This guarantees one individual number per sample.
Temperature conditions and confirm sampling equipment	The laboratory will record sample temperature upon arrival.
Delivery arrangements	The UKHSA lab has requested that we only schedule Monday, Tuesday and Wednesdays where possible and to distribute ~360 samples to the 3 labs at Porton, London and York and schedule~ 38 to NI
Establish/confirm the data reporting requirements	HMX has been agreed as the data transfer solution
Confirm testing and laboratory feedback protocols	Including confirmation of acceptance and notification of rejection of samples. Any feedback including samples that are rejected will require the Laboratories to notify HallMark via the HallMark Sampling System.

#### 3. Establish the Sampling Project Plan and Methodology

By 13 March 2023

The Sampling Project Plan (this document) includes timelines, objectives, deliverables, sampling frames, responsibilities, participants, and full project cost. Following clarification meeting(s), the HallMark operations team will review/amend the plan where required. Detailed purchasing instructions will be developed nearer the time including:

 Logistics of the sampling collection confirmed and tested Availability of Surveyors to fulfil requirements of the sampling plan Supply of sufficient equipment to Surveyors Methods of dispatch to laboratory to be confirmed to ensure reliability and consistency.

The provisional target is to complete this task within one week of Project initiation meeting(s) (i.e., by 13 March 2023)

Authorisation of Sampling Project plan, cost and methodology. (peer review of design by FSA)

Objective 3: To ensure the plan is fit for purpose, agreed by FSA and Laboratories and within the FSA objectives

Deliverable 1 (D1): Project plan defining all sampling work and reporting to be undertaken, Scope of Work, Pricing Schedule as agreed with FSA by this date.

On award of the contract, project Initiation meetings and peer review of design by FSA, HallMark will submit a more detailed sampling design. The Project plan defining all sampling work and reporting to be undertaken, Scope of Work, Pricing Schedule will be agreed with FSA (Signed Form A) before beginning. This plan is communicated to the FSA for approval/verification via email submission. HallMark will make any necessary amendments, identify any further risks, and seek authorisation. The provisional target is to complete this task within two weeks of Project initiation meeting(s) (i.e., by 20 March 2023).

#### 5. Project Launch

Objective 4: Ensure all internal and external stakeholders are aware of the commencement of the project.

Once authorisation is given, the project will commence (Survey start date). The provisional target is to start by 23 March 2023.

#### 6. Sampling Preparation

This section describes the activities required to ensure resources are in place for efficient and accurate sample collection. Our focus is to ensure that Surveyors are properly prepared and completely clear about what is required of them, in order to ensure an efficient collection programme. The sampling preparation subtasks below will start from tender notification award and are expected to be completed by 17 March 2023.

#### 6.1. Confirmation of the Workforce

Objective 5.1: To identify/confirm suitable and sufficient office staff and Surveyors and to ensure resources are in place to deliver efficient and accurate sample collection

By 6 March 2023

We confirm that HallMark has already pre-identified a list of 20 Surveyors spread nationwide prior to project launch with sample collection experience (already involved in other AMR projects) with the intention to deploy 12 surveyors regularly on this project. We also already have sufficient office staff. Once authorisation of the plan is given, including sampling regions (NUTS1, NUTS2), samples will be allocated to specific individuals, confirming their names. Each Surveyor will collect samples in 1 or more locations. If more than 12 Surveyors are needed HallMark can easily resource staff. We have sufficient resources so timescales will not be affected if a particular staff is not available.

#### 6.2. Training

Objective 5.2: Verified training for all Surveyors with consistent instructions and guidance to achieve that all sample collections are delivered in a consistent manner.

#### 6.2.1 Finalize Surveyors training pack & test

By 10 March 2023

HallMark Sampling Operations team will finalize relevant training materials including power points and schedule.

#### 6.2.2 Delivery of the training

By 17 March 2023

Each Surveyor will receive the Sampling Instructions Document before the training event. This provides information for the Surveyor, including the clearly defined methodology to follow. Samples must be collected exactly as described in this document.

A project start-up webinar workshop will be organised to align all project staff to the aims, identify the challenges and solutions, and ensure that deadlines are clear.

#### 6.3. Equipment Preparation and Dispatch

Objective 5.3: To ensure the provision of Surveyors with instructions, sampling equipment and documents

By 17 March 2023

HallMark will ensure that all sampling packs and documents are prepared and available to Surveyors.

#### 6.4. Configure Sample Software (HMX) and Test

By 1 March 2023

In order to ensure that all information is entered consistently, to reduce human error and improve communications, HallMark uses the tailor-made sampling software. The system is designed to facilitate data collection and management and give access to multiple users (including FSA and Laboratory) at any one time. The software can be adapted to specific sampling needs and in this case, it will be adapted to contain all required sampled information as per specification requirement. The system also enables real-time reporting to enable progress reporting for FSA and laboratory scheduling.

#### 7. Execution of Sampling Plan and Reporting

We have agreed with the selected lab to begin sample collection on week beginning 27 March 2023 till the middle of February 2024. In addition, we have agreed to send a few samples to the Porton lab on 23 March to make sure the lab test set up is working as it should.

The project, including the cost, has been designed based on the following assumptions:

- 12 months project (March 2023 to February 2024) with spread delivery of 399 samples
- Collection Monday to Wednesday only (as preferred by UKHSA lab).
- Average 100 samples per quarter
- Avoiding Christmas, Easter, bank holiday and half term weeks
- ~ 33 samples/month
- 1 sampling week per month
- Most of online retailers require purchasing a minimum order of 18 units or 7kg
- Average hours per sampling day/per collector: 10 hours/day (includes Travel, purchase, admin and postage)
- Average Samples per day per collector: 8 samples/day
- Total hours: 499 hours
- Number of sampling days: 50 per year
- Average Samples per box= 5 samples/box

The table at the end of this section illustrates the proposed schedule for the collection.

#### 7.1. Ongoing Quality Reviews

Objective 6.1: To ensure accurate quarterly and final reporting and that the objectives and deliverables are achieved on time, to budget and the required level of quality – driving continuous improvement.

Deliverables (D2 – D4):

- 7.1.1. D2- Delivery Q1 Review point (March-May 23) including the Excel summary report by 5 June 2023
- 7.1.2. D3- Delivery Q2 Review point (June-August 23) including the Excel summary report by 4 September 2023
- 7.1.3. D4- Delivery Q3 Review point (September-November 23) including the Excel summary report by 4 December 2023

Spreadsheets of results produced by HallMark will be accurate and will be checked for correctness before being sent to the FSA.

The quality control mechanisms include:

- Authorisation of outputs as agreed with the FSA
- On-line review of collection against plan: Operations team dedicated to monitor this work.

Throughout the course of the project, there are open channels of communication between HallMark, Laboratory and the FSA. HallMark will inform the FSA immediately if there are any problems, e. g. significant slippage from the agreed contract timetable etc.

Quarterly reports are completed to ensure that quality control mechanisms are applied consistently and that the entire process runs smoothly. At each quarter HallMark emails FSA and the Lab a report which will include the following (or any other content as requested by the FSA and Laboratory:

Excel summary table including all data of each sample taken over the three-month period

Achieved sampling quota against sampling plan

Statistics and other technical topics (i.e., number of samples by location and per retailer).

Records of Notifications Informing brand owners of Survey sample purchase

Recommendations for improvement

Lessons learned

**Three-month review:** we acknowledge that the majority of RPFs are expected to be sold frozen (75%) and 25% sold as chilled. HallMark will review the samples available for collection in the first three months of the survey. If difficulty sourcing a particular sample type is identified, we will highlight any issues, and the survey approach will be adapted accordingly in collaboration with the FSA.

We aim to schedule the review meetings with the FSA and the testing laboratory just before our proposed deliverable dates below, which have been confirmed with the selected UKHSA laboratories:

DELIVERABI NUMBER	LE TARGET DATE	TITLE OF DELIVERABLEOR MILESTONE	PROPOSED SCHEDULE MEETING WITH LAB AND FSA
D2	0510612023	DELIVERY 01 REVIEW POINT (MARCH- MAY 23) INCLUDING THE EXCEL SUMMARY REPORT BY THIS DATE	31/5/2023 REVIEW MEETING 1
D3	04/09/2023	DELIVERY 02 REVIEW POINT (JUNE- AUGUST 23) INCLUDING THE EXCEL SUMMARY REPORT BY THIS DATE	31/8/2023 REVIEW MEETING 2
D4	04/12/2023	DELIVERY 03 REVIEW POINT (SEPTEMBER-NOVEMBER 23) INCLUDING THE EXCEL SUMMARY REPORT BY THIS DATE	30/11/2023 REVIEW MEETING 3

HallMark's Sampling System (HMX) allow stakeholders to directly access relevant sampling information. In this way progress updates can be viewed at any point during the project. In addition, in line with the tender specification, an Excel spreadsheet of samples will be provided to the testing laboratory on a monthly basis, so that they could add the samples findings to the documents.

Photographic evidence of all samples, as per current projects with the FSA, uploaded in HMX where they can be accessed by FSA at any time.

#### 7.2. Collection Process

Objective 6.2: The collection or purchase of samples by trained competent staff in accordance with FSA best practice quidance.

This process will encompass the sampling plan. It will also involve the production of the quarterly and final report – as described below.

#### 7.3. Final Sampling Report

# Deliverable 5 (D5): DELIVERY OF FINAL SAMPLING REPORT FOR ALL SAMPLING WORK UNDERTAKEN DURING THE PERIOD. 2022 BY THIS DATE

Sampling is schedule to be completed by February 2024 and the lab has agreed to complete the testing by 30 April 2024, which means we will have March 2024 as contingency time. HallMark will produce a report on the survey design and sampling plan within 30 days of the end of the sampling (by 4 April 2024) which will be submitted to FSA and laboratory in a suitable and accessible format. The content of the report will include:

- a) Excel spreadsheet line listing of the samples collected, providing full sample details
- b) Summary of the sampling strategy and whether there were any deviations from the strategy.
- c) How the sampling regions/localities were selected and how individual products were selected within that.
- d) Summary table:
  - Target and achieved sample numbers within each Category
  - Number of samples by location
  - Number of samples by retailer type
  - Communications with retailers, and brand owners/manufacturers.

Regarding the photographic evidence of all samples, as per previous Surveys with the FSA, they are uploaded in the HallMark Sampling System (HMX) where can be accessed by FSA at any time. As per specification requirement, in the final report a separate electronic file will be provided to FSA containing the photographs.

Surveillance of AMR bacteria in raw dog and cat food on retail sale in the UK- Detailed Project Plan (illustrating the proposed plan similar to a flow chart).

Task No.	Task and subtasks Name	Target completion date	Resources Initials	Objective Number	Deliverable number	
	Contract awarded and signed	01/03/2023	FSA			
1	Survey Pre-Design (this document)		FSA, OS, RVC	1		
2	Project initiation meeting(s)	06/03/2023	OS, <b>FSA</b> , Lab			
2.1	Project Initiation meeting with FSA	06/03/2023	DS, FSA	2.1		
2.2	Project Initiation meeting with laboratory	06/03/2023	DS, Lab	2.2		
3	Establish the sampling project plan and methodology	13/03/2023	os			
4	Authorisation of Sampling Project plan, cost and methodology	20/03/2023	FSA	3	D1	
5	Project launch	23/03/2023		4		
6	Sampling preparation	Notification award - 17/03/2023	PD			
6.1	Confirmation of the workforce	06/03/2023	PD	5.1		
6.2	Training	10/03/2023 - 17/03/2023	PD	5.2		
6.2.1	Finalize Surveyors training pack & test	10/03/2023	PD			
6.2.2	Delivery of the training	17/03/2023	PD			
6.3	Equipment preparation and dispatch	17/03/2023	PD	5.3		
6.3.1	Prepare sampling packs and documents	17/03/2023	PD			
6.4	Configure the sampling software (HMX) and test	01/03/2023	PD, IT Developer			
7	Execution of sampling plan & reporting	22/03/2023 to 04/04/2024	All Staff	6.2.		
7.1	Ongoing Quality Reviews	Ongoing	PD,DS	6.1	D2-D4	
7.1.1	D2- Delivery Q1 Review point (March-May 23) including the Excel summary report by this date (Initial 3 months review)	04/06/2023	PD,DS	6.1	D2	
7.1.2	D3- Delivery Q2 Review point (June-August 23) including the Excel summary report by this date	04/09/2023	PD,DS	6.1	D3	
7.1.3	D4- Delivery Q3 Review point (September-November 23) including the Excel summary report by this date	04/12/2023	PD,DS	6.1	D4	
7.2	Collection process	Mar 2023 to Feb 2024	Surveyors	6.2		
7.3	Final Sampling Report (March 2023 to February 2024)	04/04/2024	PD,DS	6.1	DS	

	Months	Sampling	Proposed dates	Daily	Weekly samples	UKHSA	UKHSA	UKHSA	AFBINI	Quarterly samples
		days	-	samples		Porten	London	York		
		Wednesday	22/03/2023	Test 4	4	4				
		Monday	13/03/2023	Start 9		9				
	Mar-23	Tuesday	14/03/2023	10	28		10	0		
		Wednesday Monday	15/03/2023 17/04/2023	14		0		9		
Q1				8		8	0		Q	99
	Apr-23	Tuesday	18/04/2023	17	34		8		9	
		Wednesday	19/04/2023	9				9		
		Monday	15/05/2023	9		9				
	May-23	Tuesday	16/05/2023	9	33		9			
		Thursday	18/05/2023	15			6	9		
		Monday	12/06/2023	9		9				
	Jun-23	Tuesday	13/06/2023	14	32		8	6		
		Wednesday	14/06/2023	9				9		
		Monday	10/07/2023	8		8				
Q2	Jul-23	Tuesday	11/07/2023	17	34		8		9	100
		Wednesday	12/07/2023	9				9		
	Aug-23	Monday	14/08/2023	9	34	9				
		Tuesdav	15/08/2023	10			10			
		Wednesday	16/08/2023	15		5		10		
		Mondav	11/09/2023	9		9				
	Se 23	Tuesday	12/09/2023	9	33		9			
		Wednesdav	13/09/2023	15			6	9		
		Monday	09/10/2023	8		8				
Q3	Oct-23	Tuesday	10/10/2023	18	34		8		10	100
		Wednesday	11/10/2023	8				8		
		Monday	13/11/2023	9		9				
	Nov-23	Tuesday	14/11/2023	15	33		9	6		1
		Wednesday	15/11/2023	9				9		
		Monday	11/12/2023	9		9				
	Dec-23	Tuesday	12/12/2023	10	34		10			
		Wednesday	13/12/2023	15	34	5		10		100
		Monday	08/01/2024	8		8				
Q4	Jan-24	Tuesdav	09/01/2024	18	34		8		10	
ζ-1		Wednesday	10/01/2024	8	34			8		
	Feb-24	Monday	05/02/2024	10		10				
		Tuesday	06/02/2024	10	31		10			
		Wednesday	07/02/2024	11		2		9		
			Total samples	399	399	Ul	120	120	38	399

#### **B. DELIVERABLES**

Please outline the proposed project milestones and deliverables. Please provide a timetable of key dates or significant events for the project (for example fieldwork dates, dates for provision of researchmaterials, draft and final reporting). Deliverables must be linked to the objectives.

For larger or more complex projects please insert as many deliverables /milestones as required. Each deliverable should be:

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

Please insert additional rows to the table below as required.

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

DELIVERABLE NUMBER (IN ORDER OF EXPECTED	TARGET DATE	DELIVERABLE			
01	20/03/2023	Project plan defining all sampling work and reporting to be undertaken, Scope of Work, Pricing Schedule as agreed with FSA by this date.			
02	05/06/2023	Delivery 01 Review point (MARCH-MAY 23) including the Excel summary report by this date.			
03	04/09/2023	Delivery 02 Review point (JUNE-AUGUST 23) including the Excel summary rei:>ort by this date.			
04	04,12,2023	Delivery 03 Review point (SEPTEMBER-NOVEMBER 23) including the Excel summary report by this date.			
05	04/04/2024	Delivery of final sampling report for all sampling work undertaken during the period 2023.			

# 4: ORGANISATIONAL EXPERIENCE, EXPERTISE and STAFF EFFORT A. PARTICIPATING ORGANISATIONS' PAST PERFORMANCE

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

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

#### Overview

We have provided examples of projects which demonstrate our in-depth and proven expertise in this area. The team are highly qualified and very experienced in undertaking sampling for national surveys.

#### Sampling of food experience

HallMark Meat Hygiene Ltd (HallMark) is a highly sought-after company in the UK Agri Food-Sector providing fully managed, large-scale, independent, flexible resourcing solutions across the UK since 2002. The company track record is second to none, and the multi-disciplinary experience and capacity that resides within HallMark has ensured the company delivers high quality, efficient and comprehensive services to a range of government customers and private sector organisations, including delivering Survey design, sample collection at retail and transportation to laboratories services since 2013 for the FSA. As the incumbent supplier for Lot 1 Services in AMR Surveys, we

are very familiar with the requirements and practicalities of the contract specification and have a detailed appreciation of what is necessary to effectively deliver these services. Working in close partnership with FSA and t all levels since May 2105, we have established excellent communication channels and always successfully delivered all Previous AMR Surveys. We consider ourselves a trusted supplier of FSA and laboratories and have integrated well We have excellent track record of working collaboratively with \_ .....in previous AMR Surveys) and many other laboratories (in multiple Surveys). nd his team have direc ence of AMR Surveys, directing sampling work and managing large teams over many years.....,ill continue providing robust support to FSA and the appointed laboratory if successful with this bid. The following are three examples of projects that HallMark have completed: **Table 1: Project 1 Summary Project Name** FS102109 EU Harmonised Survey of Antimicrobial Resistance (AMR) on Retail Meats- Retail sample collection, transportation, and Survey design services (Year 1 to 6). Under the Framework for the provision of Sampling of food at retail and analysis FW001/A56 Lot1 Date/s Year 1 (2015)-Pork Beef Sampling commenced/ Year 2 (2016) Chicken completed Year 3 (2017) Pork and beef sampling Year 4 ((2018) Chicken Year 5 (2019) Pork and beef sampling Year 6 (2020) Chicken 2020 Additional Work for Lamb & Turkey Meat -Name of the client who commissioned the project Details of any works with HallMark as consultants. provide expert collaborative advice with regard to sampling strategies and sample size partners and their estimation. contribution The laboratory performing the analyses was Value **Brief description** In accordance with Directive 2003/99/EC on monitoring of zoonoses and of the work zoonotic agents Member States must ensure that monitoring provides comparable data on the occurrence of AMR in zoonotic agents and, in carried out so far as they present a threat to public health, other agents. Member States must ensure that the monitoring provides relevant information at

least with regard to a ref)resentative number of isolates of Salmonella

spp., Campylobacter jejuni and Campylobacter coli from cattle, pigs and poultry and food of animal origin derived from these populations.

As part of the requirement the FSA must provide data that can be compared with that of other member states. The Survey has been designed and implemented by HallMark in accordance with the OJEU Decisions (2013/652/EU) and EFSA Technical Specification (2014; 12(5):3686). The surveys required sampling of retail meats- randomly collected with proportional allocation to market-share for outlet type, population (NUTS-3) coverage and an even sampling distribution throughout the year. These were microbiological Surveys where the samples collected included fresh meat (i.e. chilled, not frozen) as sliced or diced cuts; including vacuum-wrapped or wrapped in a controlled atmosphere. During delivery HallMark implemented review points with the Surveyors and with the FSA to achieve consistency throughout the project and ensure the collection of data was completed and quality checks carried out.

# How the example provided demonstrate the relevant skills and/or expertise

- Ability to design statistically sound, practical and cost-effective sampling plans optimized for the achievement of pre-defined technical objectives such as those defined in this proposal
- Ability to obtain samples for microbiological analyses so the microbiological integrity of the samples remains intact
- Avoidance of cross contamination of samples
- Temperature control
- Ability to transfer samples to testing Laboratories within 24 hours.
- Capacity to obtain large numbers of samples across the UK
- Ability to accurately log sample details
- Ability to transfer data efficiently and securely
- Processes to store samples prior to packaging and transport to a laboratory
- Ability to work closely with Laboratories

# What skills the team used to ensure the project (s) were successfully delivered

- Project design demonstrating the ability to create effective, efficient, VFM solutions
- Contract and project management illustrating a knowledge of management systems and approaches, IT, organisational and administrative skills. Communication skills via quality reporting, interpersonal skills, relationship management for contract providers and stakeholder's presentation skills where appropriate
- People management recruitment, training, and deployment of the correct volumes of staff to meet project requirements and the handling of dispersed teams
- Application of quality management and assurance practices including the development of instructions and logistics, knowledge of continuous improvement, quality assurance of the integrity of IT systems and project equipment
- Management of sampling, Surveys, and studies
- Innovation proven ability to generate and implement new ideas and practice within project processes

	Flexibility - adaptability in the face of altering circumstances and
	changing objectives

### Table 2: Project 2 Summary

Project Name and Contract name	FS101196 Surveillance Study of Antimicrobial Resistance (AMR) in Campylobacter on Chicken and AMR in Salmonella on Pork sampled at retail. Lot 1 Study design, sample collection at retail and transportation to the testing laboratory
Date/s commenced/ completed	From 1/06/17 to 29/09/17
Name of the client who commissioned the project	
Details of any collaborative partners and their contribution	-RVC work with HallMark as consultants. RVC provide expert advice with regard to sampling strategies and sample size estimation -The laboratories performing the analyses are
Brief description of the work carried out	The Food Standards Agency is undertaking a baseline survey within the UK to determine the prevalence of antimicrobial resistant microorganisms in Campylobacter on fresh and frozen chickens and AMR in Salmonella species (spp.) on fresh pork mince. Data on AMR in retail chicken and pork is required to inform AMR risk assessment in the food chain and to monitor trends in emerging AMR issues. The information will help to track progress with interventions aimed at tackling AMR and to contribute to the wider international effort on AMR surveillance.
How the example provided demonstrate the relevant skills and/or expertise	As previous example
What skills the team used to ensure the project (s) were successfully delivered	As previous example

### Table 1: Project 1 Summary

Project Name	FS430889 A survey of AMR E.coli on Beef & Pork Meat on retail sale in the UK (sampling)	
	(co p g)	ı

Date/s commenced/ com leted	25/08/21 to 15/01/2022
Name of the client who commissioned the project	
Details of any collaborative partners and their contribution	- orks with HallMark as consultants. In provide expert advice with regard to sampling strategies and sam le size estimation - The laboratory performing the analyses is
Value	
Brief description of the work carried out	FSA requested commissioning a small AMR survey on beef & pork as follows:  Beef & pork collected at retail; in the same way we've done previously for the EU surveys.  Keeping it as similar as possible to ensure the results are still comparable.  Sampling for 3 months (October- December 2021).  210 samples in total (100 beef 100 pork plus 5% contingency) over the 3-month sampling period  Market share data and research specification provided by FSA.
How the examp provided demonstrate th relevant skills an expertise	e
What skills the te used to ensure project (s) were successfully delivered	the
Examples of Laboratorie	s HallMark has worked with include:
Laboratory name	Address Point of contact



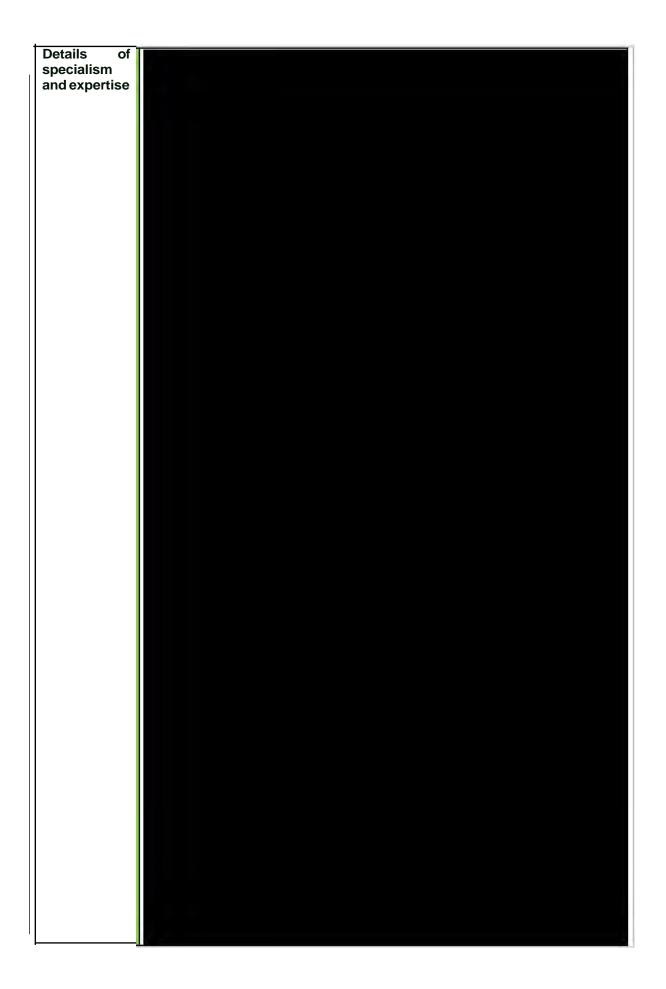
#### B. NAMED STAFF MEMBERS AND DETAILS OF THEIR SPECIALISM AND EXPERTISE

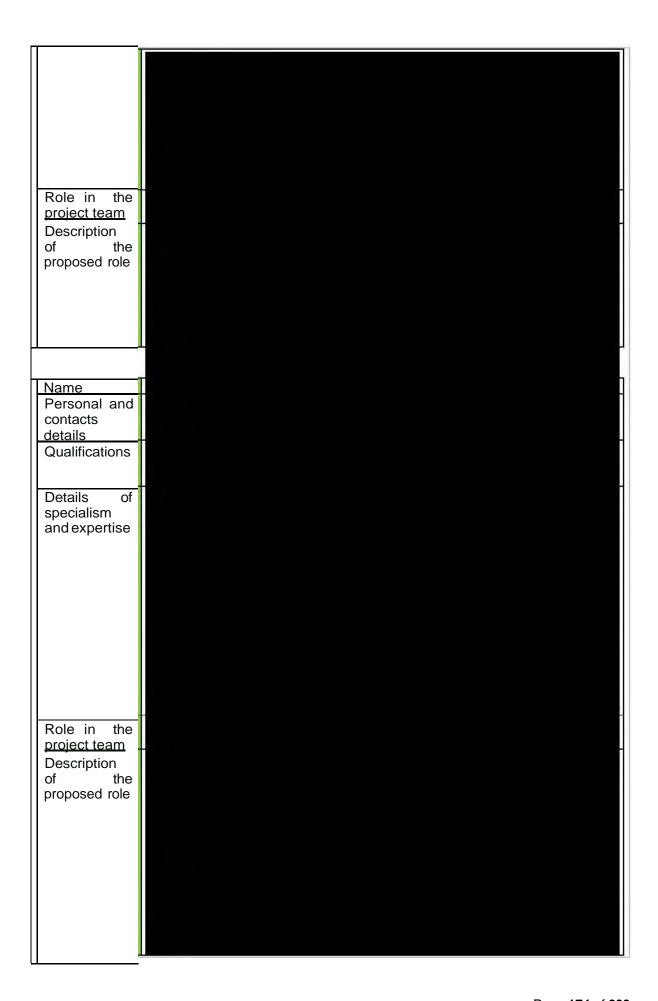
For each participating organisation on the project team please list:- the names and grades of all staff who will

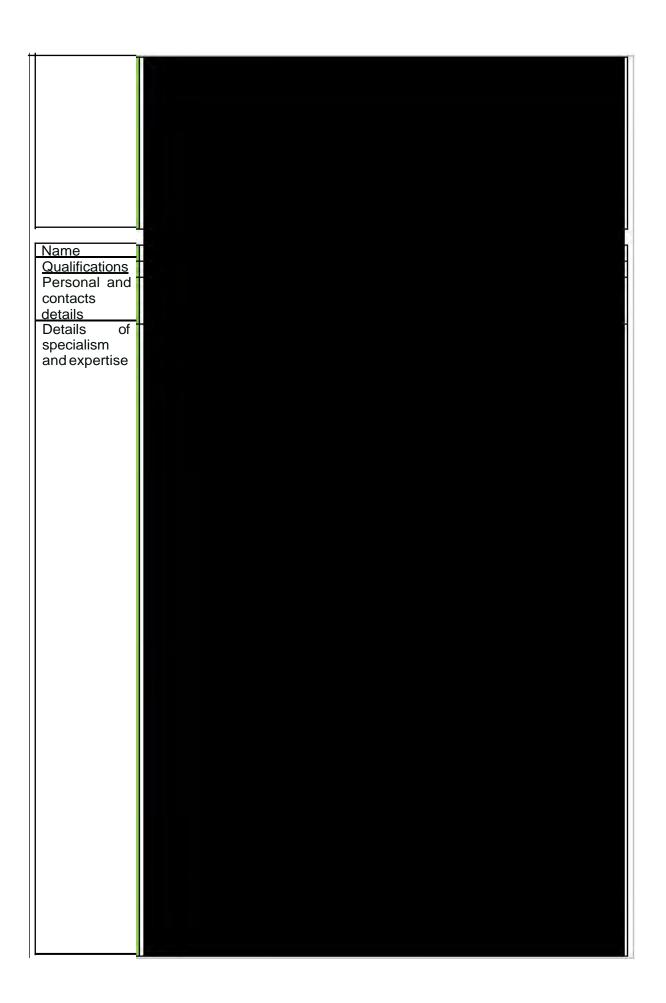
work on the project together with details of their specialism up to 4 of their most recent, <u>relevant</u> published peer revi <u>hired to deliver the pro-ect</u> . <u>please detail their grade</u> . <u>area/</u>	ewed papers (where applicable). If new staff will be
Lead Applicant	HallMark Meat Hygiene Ltd
Named staff members, details of SI) ecialism and expertise.	
The Sampling Operations Team The Sampling Operations Team (SOT) is led by Senior member of HallMark's staff with direct experie He is assisted by	a ence of directing sampling work and managing
conversant with sa	who are all fully has access to
We have access to 20 Surveyors spread nationwid experience (already involved in other AMR projects collectors spread as follows:	
North (x2), South (x2), East (x1), Yorkshire and Hui (X1), Northern Ireland (x1), Wales (X1)	mber (x1) Midlands (x2), London (x1), Scotland
Surveyor's Team  We will have sufficient Surveyors active during the presence in microbiological sample collection. We on the location, complexity and risk of the samples to (a microbiological Survey requires samples to be Laboratories in a particular way such that the microbiological Surveyors who are already invofour sampling commitments with the FSA, including AMR projects.	identify suitably qualified staff Surveyors based be collected. As this is a microbiological Survey collected, handled and dispatched to specified biological integrity of the samples remains intact) volved in sampling collection for HallMark as part
HallMark has an established relationship wit-ir on a sub-contract basis and continue to do so for this standards via se agreement between HallMark Meat Hygiene Ltd a (subcontract arrangements).	s project, engaging them in maintaining Scientific ee CVs below). There is a signed framework

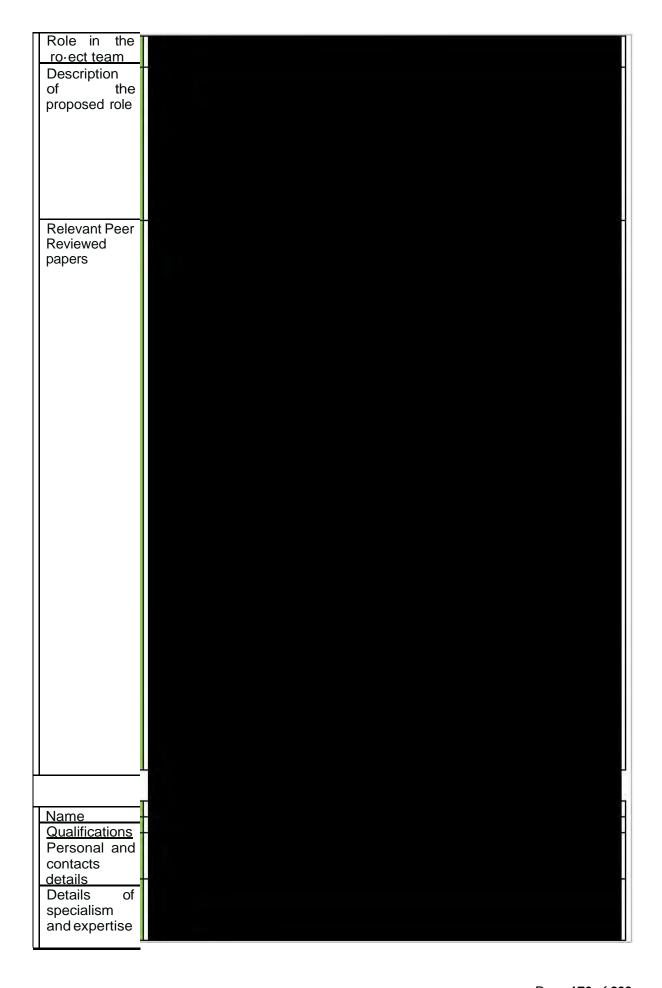
#### CVs

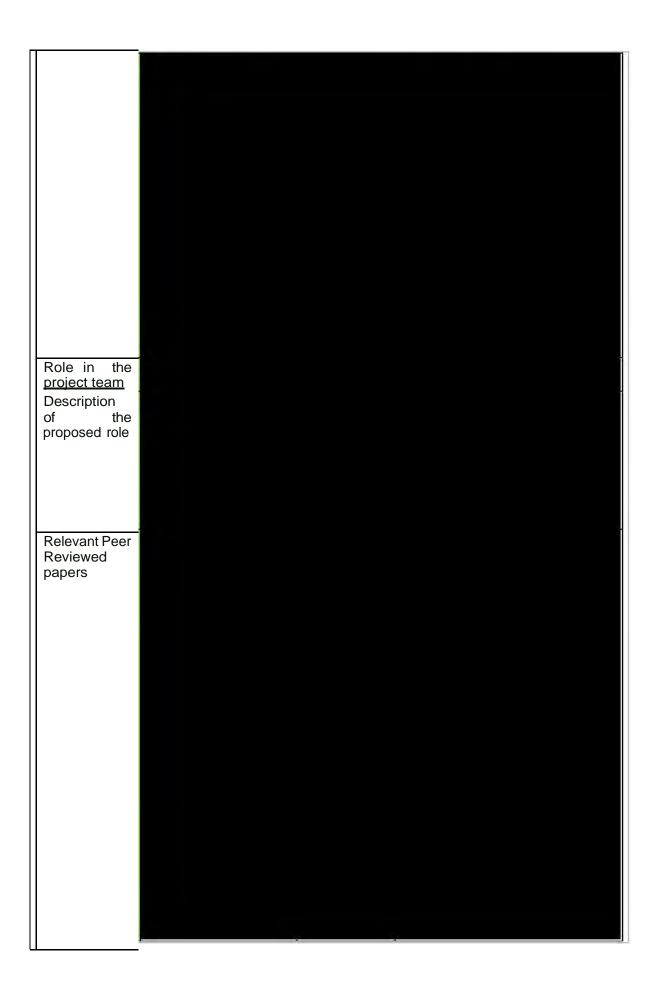


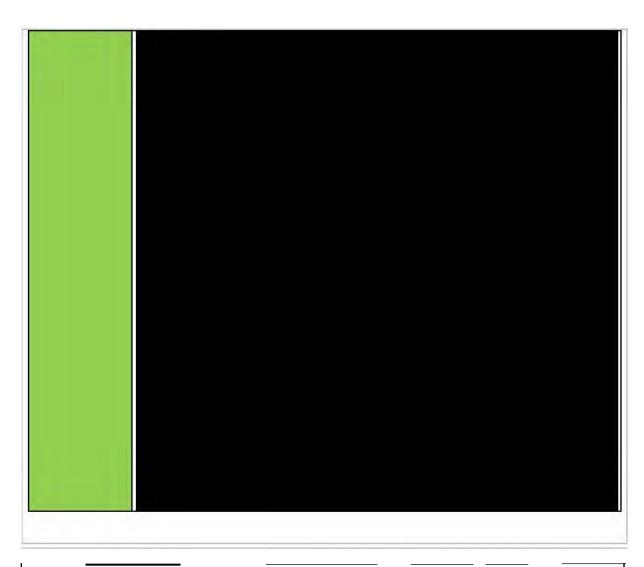












#### C. STAFF EFFORT

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

Name and Role of Person where known/ Role of person to be recruited

Working hours per staff member on this project

Total staff effort

#### **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.

#### 1. DELIVERING OBJECTIVES ON TIME TO BUDGET

HallMark understands the importance of project planning, organizing, securing, and managing resources to achieve specific goals, normally constrained by availability of funding or deliverables. We are highly flexible, innovative, working continuously to ensure that operations deliver the required service outcomes and reach the required standards of quality. We always understand the vital importance of meeting deadlines together with the need for strict confidentiality. Since July 2013 HallMark has been responsible for the sampling design, implementation, delivery, and successful completion of multiple FSA Research/Survey projects, where we have consistently delivered to budget, and on time.

#### 2. THE HALLMARK SAMPLING OPERATIONS TEAM

HallMark has assigned a highly experienced Senior Project Manager to ensure the objectives and deliverables will be achieved on time, to budget, and to the required level of quality. He is supported by an administrator, **ancillistatistical** experts. The whole team (including the Laboratories and the FSA) have access to the innovative on-line HallMark Sampling System (HMX) to enable accurate real time monitoring of project progress. HallMark will manage the whole process of sample collection. The dedicated Sampling Operations Team provides the first point of contact for FSA project officers and other stakeholders. They will be responsible for the day-to-day sample management, including co-ordination of sample requirements with the logistics department.

HallMark has a central core team which provides functions such as HR, Finance, IT, supplier contract administration and high-level management support.

#### 3. STRATEGIES TO PREVENT BUDGET DEVIATIONS

Thorough planning and detailed analysis of finances. All anticipated financial outlays are defined and planned early in the project cycle

The Senior Project Manager will fully understand the objectives and establish realistic timescales in consultation with laboratory and FSA

Authorisation of the Sampling Project plan, cost and methodology by FSA

Agree fees with personnel and equipment suppliers prior to project commencement.

HallMark have built in working capital margins to help cope with unforeseen events

HallMark's financial strength to support the project

Contingency plans to deal with incidents and disaster recovery

#### 4. STRATEGIES TO ENSURE ON-TIME DELIVERY

HallMark will always ensure adequate provision of staff resources. We have identified sufficient Surveyors located nationwide. Where more Surveyors are needed HallMark can easily source staff based across the UK. HallMark will train additional staff prior to the collection period and deploy contingency staff if needed. Holidays and other non-project time have been incorporated in the planning. The individual sampling schedules can be changed with the approval of the Senior Project Manager.

Contingency time has been pre-planned.

Our routine approach to project management is:

This allows for all issues to be identified during the initiation of the project; followed by forensic planning and design; execution and the development of appropriate monitoring and control systems.

#### 5. INTERACTION WITH SURVEYORS

Communication and interaction protocols will be explained to staff by the Project Manager through a training event and reviewed at webinars and other training events as necessary. Team members' understanding will be tested by completion of a written knowledge test to demonstrate that Surveyors understand the instructions and are therefore compliant.

The monitoring of staff performance has always been an integral part of HallMark's approach. We recognise that the quality of our service is directly linked to the performance of our staff. The Surveyors will be led by the Project Manager. Although the HallMark Sampling System monitors the activity of the teams, when a team is active on the project, they will have ongoing contact

(email/phone) with a member of the SOT. They will formally report on progress and the percentage completion of tasks against the detailed project plan and risk logs will be reviewed and revised. Opportunities to further de-risk the project will also be discussed, and any implementation opportunities identified. Any issues will be reported and actions to resolve them will be agreed. The plan also includes quality checks. All Surveyors will report to the HallMark SOT team on mileage, expenses and time spent working on the project by task on a monthly basis via the HallMark Sampling System. This information will be used by the Central team to record effort expended against plan and budget.

#### 6. COMMUNICATION AND INFORMATION SYSTEMS

The HallMark Sampling System (HMX): a website that has a hierarchy of different permissions for visibility and editing available to different personnel in HallMark. These will also be available to the laboratory. The system enables managers to communicate both at corporate and regional levels and to track the work undertaken, enabling cost effective monitoring and reporting. All our staff have mobile phones, lap-tops or tablets which include digital cameras.

The HallMark Sampling System (HMX) is a custom-built platform for managing sampling projects enabling the management of the entire sampling process and interaction with the Surveyors. The system provides an excellent communication tool in that:

- Surveyors can access the project sampling data to inform their local sampling plans
- Central co-ordination can be managed including the assignment of samples to Surveyors and management of sample requests
- It enables schedule sampling days and notification to the SOT so that the workload can be planned
- It provides access to relevant information to prepare the collection
- It can record communications relevant to individual samples
- It notifies the SOT about completed collections and or non-collections
- It ensures Data accuracy and centralised quality control systems

#### 7. INTERACTION WITH THE LABORATORY

The Sampling Operations Team liaises regularly with the Laboratories and report progress to the responsible person. Time has been allowed for email and telephone communications. The HMX allows the transfer of data and reporting to the laboratory. This data is "live" as it is entered on to the system, allowing for real-time tracking of their sample data. In addition, The Laboratory can download CSV files with lists of all current sample data.

#### 8. INTERACTION WITH THE FSA

The single email point of Contact is which is managed by the HallMark Sampling Operations Team. The Senior Project Manager will organise regular project meetings with key personnel and will ensure contractual milestones/deliverables are being met on time and to a satisfactory level, taking remedial action where necessary, collating, and communicating performance and service delivery data, meeting the FSA when required. Contact will be always maintained and will include regular progress updates. The FSA will be informed immediately if there are any problems.

We aim to schedule the meetings with the FSA and the testing laboratory just before our proposed deliverable dates below, which have been confirmed with the selected PHE laboratories:

DELIVERABLE NUMBER	TARGET DATE	DELIVERABLE	PROPOSED SCHE WITH LAB AND FI
D1	20/03/2023	If oject plan defining all sampling work and reporting to be undertaken, Scope of Work, Pricing Schedule as agreed with FSA by this date.	ros/03/2023 roject Initiation mand Laboratory
D2	05/06/2023	Delivery 01 Review point (MARCH-MAY 2023) including the Excel summary report by this date	31/05/2023 Review meeting 1

D3	04/09/2023	Delivery 02 Review point (JUNE-AUGUST 2023) including the Excel summary report by this date	1/08/2023 eview meeting 2	
D4	04/12/2023 Delivery 03 Review point (SEPT NOVEMBER 2023) including the summary report by this date		30/11/2023 review meeting 3	
DS	04/04/2024	Delivery of final sampling report for all sampling work undertaken during the period 2023 by <b>this</b>	9/02/2024 inal meeting	

### 9. CONTRACT MANAGEMENT MEETINGS

HallMark has experience of large-scale communication processes, contract management and adequate lines of communication with government organisations and in working across various agencies and laboratories. We fully appreciate the importance of contract monitoring, attending and contributing to contract meetings. This process forms an integral part of current service delivery. Working closely with the FSA and laboratories. Close liaison with the FSA and selected lab(s) ensures overall contingency provision is adequate and permanently available and that sampling is planned and carried out to ensure smooth overall requirements for services. The project plan provides regular reviews of the timetables and plans to monitor progress and make any necessary amendments. We will discuss short and long-term issues and contingencies at the review meetings. We have an established and dedicated contract management team, led b

supported by our dedicated sampling coordinator
They will liaise with the FSA and lab representatives on a regular basis, if successful in this bid. Our entire team including other Senior Managers (if required) will be available for quarterly and annual review meetings (physical and/or virtual) and more frequently if required.

### 10. IN-HOUSE AND EXTERNAL PROJECT MANAGEMENT SYSTEM ACCREDITATION

Our Sampling Operations Team consists of highly experienced individuals, and, having been together since November 2013 designing, implementing, delivering successful completion of multiple FSA Research/Survey projects, they are a highly effective unit. At all levels, managers focus on Performance Management and Quality. With fewer people in the communication line, communication becomes more concise and there are fewer opportunities for misunderstandings to occur.

### 6. RISK MANAGEMENT

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

Identified risk	Likelihood of risk (high, medium, low)	Impact of Risk (high, medium, low)	Risk management strategy
Lack of funds - budget deviation due to upgraded costs. E.g. Estimates that are excessively inaccurate, overlooked staff effort, travel, training and equipment costs, courier cost, sample size, high number of unassayable samples.	Medium	Low	<ul> <li>Mitigated best by thorough planning and detailed analysis of financial bid. Funds for all of the anticipated financial outlays are defined and planned for early in the project planning cycle.</li> <li>Role of Project manager to fully understand objectives, and establish realistic timescales in consultation with laboratory, FSA, and Project Manager</li> <li>Preparation of contingency plans. Agree fees with personnel and equipment supplier prior to project commencement.</li> </ul>

			HallMark have built in financial margins to cope with any unforeseen events
Lack of retailer's support/participation including Covid Restrictions	Low	Low	<ul> <li>Notify the FSA of any issues identified.</li> <li>Small retailers-Notification leaflet provided after purchase to prevent unsupportive behaviours with small retailers.</li> <li>Large retailers: notification to headquarters.</li> <li>Adhere to recommended government Protocols</li> </ul>
Misconduct - e.g., Neglecting, not reporting an adverse event in a research experiment, making significant deviations from the research/survey protocol approved, exposing staff to health and safety issues, use unpublished data, methods, or results without permission. Fabricate, falsify, plagiarise or misrepresent data, failing to maintain research/survey data for a reasonable period of time, risks, errors and negligence.	Low		<ul> <li>All personnel associated with the project will be competent to perform the technical, scientific and support tasks required of them.</li> <li>Personnel undergoing training will be supervised at a level such that the quality of the results is not compromised by any inexperience of the Surveyor.</li> <li>All Surveyors will be required to undergo training of Survey Instructions and will need to pass the associated test</li> <li>HallMark will use current staff who have no record of misconduct or poor performance and are good at following instructions and meeting deadlines (right attitude/ behaviour is very important in the selection process)</li> <li>HallMark is committed to the quality of the project process in addition to the quality of science. HallMark confirms that it is aware of the requirements of the Joint Code of Practice.</li> <li>The disciplinary procedure is designed to help and encourage all employees to achieve and maintain high standards of conduct, attendance, and job performance.</li> <li>Health and safety policy and procedures to be adhered to, including signing HallMark's health and safety awareness.</li> </ul>
Resource constraints - incorrect estimate of effort and resources, reduction of workforce, large project not staffed appropriately, sickness, absences; several sampling projects running at the same time	Low	Medium	<ul> <li>Extra staff are available for contingency purposes. Identifying the quantity of FTEs required is a very important part of the thorough planning before any work starts, and HallMark will always ensure adequate provision of routine staff resources. For this project we have identified sufficient Surveyors spread nationwide. Each Surveyor will collect samples in 1 or more locations.</li> <li>If more Surveyors are needed HallMark can easily resource staff based across the UK.</li> </ul>

			<ul> <li>Train additional staff prior to collection period and deploy contingency staff if needed. Holidays and other non-project time incorporated in the planning.</li> <li>Sampling schedule for the individual can be re-scheduled if approved by Project Manager</li> </ul>
Absenteeism - specialist support, consultants, Project Manager or any key personnel of the project team is absent due to other work commitments, sickness, holidays, parental or special leave, death.	Medium	High	<ul> <li>HallMark recognises that availability of specialist support is key to delivering the project outcomes on time.</li> <li>HallMark will therefore ensure other experts with relevant experience will be available to take over any element of the work should the need arise.</li> <li>At least two staff within HallMark Sampling Operations Team - are sufficiently familiar with the project to ensure the project work can be continued in the absence of one of them</li> <li>RVC and HallMark work with a deputy system to safeguard the continuation of the project</li> </ul>
Communication issues with participants - data gathering issues	Medium	High	<ul> <li>Drawing up accurate instruction documents and sample labels.</li> <li>Clear business processes clarify activities and responsibility</li> <li>Project Plan clarifies activities, deadlines, role of individual</li> <li>Protocols are delivered by senior management through a training event and understanding of team members tested</li> <li>Use of data collection to support the Surveyors</li> <li>All Surveyors use phones, email, and computers.</li> <li>HallMark Sampling System (HMX)</li> <li>Deploy only Surveyors with excellent interpersonal skills and specifically trained for the sampling project</li> <li>Surveyors' performance monitoring</li> </ul>
Communication issues with FSA (external)	Low	High	<ul> <li>Contract management.</li> <li>Single point of contact for Design Phase and collection phase (Project manager)</li> <li>Project Manager to oversee all communications and deliver key messages to the project team. Timely reporting of results.</li> <li>The Project Manager will report progress to the FSA responsible person.</li> <li>Time has been allocated for regular meetings and telephone calls.</li> <li>Our entire team will be available for quarterly and annual review meetings</li> </ul>

	<u> </u>		(physical and/anyimtyal) and man
			(physical and/or virtual) and more frequently if required.
			<ul> <li>The key areas of interaction will be in the project kick off meetings and then coordinating the interim deliverables and taking feedback and review comments.</li> </ul>
			The FSA will of course be able to input on the progress of the project.
			<ul> <li>In addition, it is envisaged that Project Manager will be able to get the FSA's input into the project in terms of lessons learnt in the past</li> </ul>
Ethical issues - integrity, quality, consent, confidentiality, anonymity, voluntary participants,	Low		<ul> <li>There is a written project plan including research/survey design, statistical methods and others, showing that these factors have been addressed.</li> <li>Project plans will be agreed with FSA</li> </ul>
avoidance of harm, independent and impartial			<ul> <li>Project start-up workshop (webinar) to align people to the goals and educate them on the challenges.</li> </ul>
Data security issues - confidentiality, integrity and availability of data.	Low		<ul> <li>HallMark acknowledges the importance of confidentiality, integrity, and availability of information and consequently on the security of the systems</li> </ul>
			The information security systems in place are further described in the Data Protection section
			<ul> <li>Training of Surveyors includes data security</li> </ul>
			<ul> <li>HallMark Sampling System (HMX) is secure. Requires username and password access</li> </ul>
			HallMark is Cyber Essentials Plus (Stage 2) accredited
Schedule issues or constraints - failure to deliver project outputs on time, unable to meet deadlines.	Medium	Low	<ul> <li>HallMark has assigned a Project manager the responsibility to manage the project and ensure that the objectives and deliverables will be achieved on time.</li> <li>Establishment of clear deliverables, work breakdown structures and delivery plans, risk management, quality management and cost management.</li> <li>All parties involved in this proposal have agreed to the project plan.</li> <li>The Project manager will report progress to the FSA responsible HallMark will ensure that all personnel associated with the project will be</li> </ul>
Surveyor competence issues	Low		competent to perform the technical and support tasks required of them, so
			the quality of the results is not
· · · · · · · · · · · · · · · · · · ·	·		-

			compromised by any inexperience of the individuals.  HallMark has systems in place to ensure competences are checked.  Surveyors will be mainly selected from a group of HallMark existing professionals who are already involved in sampling collection on behalf of the FSA and are regionally based throughout.  Where new staff are to be recruited, HallMark processes all applicants through a well-established recruitment procedure.  There is a training day/workshop (Webinar) event with knowledge test  The instructions document will be developed, which will be given to each Surveyor, clearly stating the details required
Availability of samples - lack of, or samples not collected	Low	High	The result of their test is recorded. The Surveyor must pass the test before they can proceed with sample collection.  HallMark will carry out a central quality control review of sample collection against plan and an on-line review of collection against plan.  When sampling is not possible so that a sample collection fails, i.e., due to insufficient material, the Surveyor is to notify HallMark operations, giving the reasons why the sample cannot be taken and returned to the laboratory. HallMark will develop a contingency plan in the event of a possible shortfall in sample numbers or damage to samples.  Purchasing/collection will be spread over the required timeframe.
Sampling equipment required for sample collection is not effectively sourced and dispatched to Surveyors on time.	Low	Medium	<ul> <li>Additional 5% samples contingency is included</li> <li>Before sampling starts, HallMark operations will provide the relevant Surveyors with the required equipment.</li> <li>If the sampling equipment required for sample collection is not effectively sourced, an option to avoid delay would be to purchase locally, if available.</li> <li>HallMark aims to have several approved suppliers of equipment as backup.</li> <li>Spare kits are maintained in a central office ready to be sent to Surveyors if required</li> </ul>

Cample incorrect	Medium	Tree v	Defense and Provide to 11 HAA 1 20
Sample incorrect -	wealum	High	Before sampling starts, HallMark will
incorrectly selected,			provide Surveyors with clear
insufficient material,			instructions to minimise any issues.
incorrectly packed or			Training to be carried out and verified
with necessary			before attempting sampling.
information missing			The Project manager to produce aide-
leading to			memoire to be given to all Surveyors
unassayable sample			with the packaging material
			Laboratory Submission Letter (Log
			sheet) will be provided for the
			· ·
			Surveyor to record details of the
			collections of the sample and to
			ensure traceability.
			<ul> <li>Digital photograph of sampled product</li> </ul>
			will be quality checked to ensure they
			are of sufficient clarity to allow all on
			pack information to be read and all
			recorded information to be checked.
			<ul> <li>Additional 5% contingency is included.</li> </ul>
Sample arrives	Medium	120-1	The Surveyors will be given clear
unsuitable for testing -	caiaiii	High	
e.g., samples not			instructions on the handling, packaging
O,			and preservation of samples prior to
maintained under the			their transportation to the laboratory to
appropriate conditions			ensure the avoidance of cross or other
once collected,			contamination, damage during
resulting in numbers			transport, deterioration of samples of
of samples rejected			products, loss of unstable
due to high			contaminants or growth, and/or
temperatures.			changes to the micro-organisms
			present in the sample due to
			temperature changes.
			On purchase, samples will be kept at
			their appropriate temperature to
			prevent deterioration and according to
			the legislative requirement. To
			transport chilled samples, each day's
			collection will be sealed into
			appropriately temperature-controlled
			boxes.
			It is essential that sufficient ice packs
			and packing are included in the cool
			box to ensure that chilled foods stay
			below 8°C. For example, in periods of
			hot weather extra cool packs are
			added etc.
			During the warmer parts of the year
			high performance thermal protection is
			used when shipping microbiological
			samples. This is pre-qualified to
			maintain a payload temperature of 2-
			8C for 36h.
			Perishable samples delivered to
			laboratory with a target of a maximum
			of 24 hours from sampling.
			<ul> <li>The sample temperature will be</li> </ul>
			measured on arrival to determine that
			the samples are at the correct
			temperature.
			· · ·

			<ul> <li>If unsuitable for testing, the sample will be discarded and a resample will be requested</li> <li>Samples which arrive in an unassayable condition will be collected from the same route during the following quarter.</li> <li>Additional 5% contingency is included.</li> </ul>
Sample arrives outside of laboratory hours	Medium	Low	<ul> <li>The Surveyors will be given clear instructions about the Laboratory hours. Samples only to be sent Mondays to Thursdays.</li> <li>Use high performance thermal protection packaging to prevent spoilage.</li> <li>As all sampling will be scheduled, the laboratory will be expecting the delivery and make staff available for the receipt, logging in and correct storage of the samples.</li> <li>If spoiled, the sample will be discarded and a re-sample will be requested for the following quarter.</li> <li>Additional 5% contingency is included.</li> </ul>
Sample(s) arrive/s with no, or obscure, identification	Medium	Low	<ul> <li>Log sheets will be provided for the Surveyor to record details of the collections of the samples and to ensure traceability.</li> <li>Digital photograph of sampled product to be taken and should be of sufficient clarity to allow all on-pack information to be read and all recorded information to be checked.</li> <li>The Surveyor will be contacted, and we will clarify the situation for rectification.</li> <li>If this is not possible, the sample(s) would have to be discarded and resamples taken.</li> </ul>
Issues at the laboratory affecting the sampling plan, e.g., sample(s) are spoiled at the laboratory, lack of space at laboratory to retain samples and packaging after analysis, laboratory full, break down, loss of data.	Low	Low	<ul> <li>Agreed sampling schedule with the lab(s).</li> <li>Re-sample will have to be requested as soon as possible.</li> <li>Planned contingency sampling.</li> </ul>
Cross-Contamination of samples during sampling	Low	Low	<ul> <li>Each sample will be placed into a separate large grip seal bag, which will be sealed immediately to avoid the risk of cross-contamination until testing can take place.</li> <li>A single sample from the selected retailer is to be collected and placed into one of the large grip seal bags,</li> </ul>

			<ul> <li>sealed and then placed into a second numbered large tamperproof sample bag and sealed.</li> <li>The samples are to be packed into the chilled Insulated Shipping Box and sent to the selected laboratory for testing.</li> <li>Each sample will be always kept separate from other samples on the same day of collection.</li> <li>Handling, wrapping and packing of one sample at a time.</li> <li>Not re-using sampling equipment unless disinfected by the lab (to be agreed with the lab).</li> </ul>
Loss of data	Low	High	<ul> <li>There are contingency plans in place in case of power failure or other disruption.</li> <li>All the data collected will be securely held.</li> <li>Risk of data loss is minimised through daily and weekly back-up procedures</li> <li>Regular updates (frequency as required by FSA) provided to FSA throughout the sampling</li> <li>Minimum of weekly CSV reports are generated from the HallMark Sampling System (HMX).</li> <li>HallMark Sampling System allows for highly efficient data management. There will be a facility for stakeholders to directly and securely access relevant sampling information. This will minimize data management time, significantly reduce the risk of errors and increase data security</li> </ul>

## 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 <u>Joint Code of Practice for Research</u> (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

#### 1. OVERVIEW

Throughout this document, HallMark demonstrates having the suitable level of proficiency in performing the sampling and all microbiological and AMR testing techniques as required by this survey specification and in accordance with the EU Decisions and Technical specifications. We provide confirmation of compliance with the Joint Code of Practice provisions for Research coupled with a comprehensive Project Plan covering process design, allocation of responsibilities, quality assurance, health and safety processes, sampling, materials, equipment, documentation, certification procedures, record keeping and reporting. Policies and managed processes exist to ensure compliance with the Code and the policies and processes are being applied consistently in practice across the Company.

We have uploaded HallMark's Quality Assurance policy in the supporting documents section.

## 2. COMPLIANCE WITH THE CODE OF PRACTICE

HallMark accepts the code of practice and is committed to the quality of the sampling process, in addition to the quality of science. HallMark confirms that it is aware of the requirements of the Joint Code of Practice and in the proposed project will use their best efforts to ensure that the procedures used conform to the requirements:

The measures that will be taken to manage and assure the quality of work (Survey design, sample collection at retail and dispatch to Laboratory for analysis) include the following:

# 2.1 Responsibilities

- HallMark is responsible for the overall quality of research conducted within Lot 1, including compliance with in-house research and management policies and therefore will ensure that the project is carried out in accordance with the Joint Code of Practice.
- Managers, group leaders and supervisors have a responsibility to ensure a climate of good practice in the teams, including a commitment to the development of technical skills.
- HallMark, as the project leader, is responsible for the work conducted in the Lot 1 project, including that of any subcontractors.
- All staff will have defined responsibilities in relation to the project and will be aware of these responsibilities

# 2.2 Competence

- All personnel associated with the project are competent to perform the technical, scientific and support tasks required of them.
- Personnel undergoing training will be supervised at a level such that the quality of the results is not compromised by any inexperience of the researcher.
- Staff selection: HallMark identifies suitably qualified staff based on the location, complexity and risk of the sample to be collected.
- Surveyors' competence: completion of knowledge test- understanding of the Sampling Instructions Document needs to be confirmed by a knowledge test. This is in order to demonstrate that Surveyors understand the instructions and remain compliant
- Certificate of competence once the test results are verified and passed successfully, Surveyors are provided with a certificate of competence

# 2.3 Project planning

HallMark's project planning and flexibility will minimise any impact of project threats and maximise any opportunities that occur. This will assist in delivering the project on time, on budget and with the quality results that the FSA demands.

A risk assessment is conducted which demonstrates awareness of the key factors that will influence the success of the project and the ability to meet its objectives. Section 6 above (Risk Management), provides a table identifying all relevant risks in delivering this project on time and to budget and what steps will be taken to minimise these risks and how they will be managed by the project team.

There is a clear, written project plan (this document), showing that the design, statistical methods, and others have been considered and addressed. The Project plan will be agreed in collaboration with FSA. The project plan provides regular reviews of the timetables and plans to monitor progress

and make any necessary amendments. Significant amendments to the plans, milestones or deliverables will be recorded and pre-approved by the FSA.

### 2.4 Quality Control

HallMark has built upon existing, proven measurement and assessment systems and procedures to ensure the successful delivery of all the requirements of the contract and specification.

Examples of specific measures planned to assure the quality of the project.

- HallMark has planned processes in place to assure the quality of the Survey undertaken by its staff
- The authorisation of outputs will be as agreed with the FSA (project design)
- On-line review of collection against plan: Operations team dedication to monitor this work (timescales and budget monitoring)
- As part of HallMark's ongoing quality reviews, our central support team will remotely monitor
  the HallMark Sampling System (HMX), which provides full real-time access to all the
  necessary documentation relevant to each sample. The information recorded by the
  Surveyors is checked against the photograph uploaded
- Spreadsheets of results produced by HallMark will be accurate and will be checked for accuracy by at least two persons before being sent to the FSA
- Errors identified during sampling will be notified to the FSA and agreed corrective action initiated
- Processes and procedures will be regularly reviewed in line with our policy of continual improvement.
- HallMark will have quality control internal project reviews and auditing procedures

# 2.5 Health and safety

HallMark will comply with all current legislation relating to health and safety of employees, customers, and members of the public, including but not limited to The Health and Safety at Work Act 1974 and the Management of Health and Safety at Work Regulations 1999 and subsequent amendments.

# 2.6 Handling of samples and materials

- All samples and other sampling materials will be labelled (clearly, accurately, uniquely and durably).
- The integrity of the samples shall remain intact always ensuring avoidance of cross contamination of samples and adequate temperature control. Meat samples are collected and handled in a manner that ensures cross contamination is avoided, specifically:

# 2.7. Facilities and equipment

- The working environment will be appropriate for safe operation of equipment, maintenance of sample quality and integrity, and good working practices.
- All equipment will be appropriate for the measurements to be made, calibrated at appropriate interval and be in good working condition.
- There are standard operating procedures for all project critical equipment (HMX Software)

# 2.8. Documentation of procedures and methods

- All the procedures and methods used in this project are documented. This includes statistical procedures and the generation of a clear audit trail, including document and version controls.
- There is a procedure for the validation of research methods as 'fit for purpose' and modifications will be traceable through each stage of development of the method.

# 2.9 Research/work records

- All records will be of sufficient quality to present a complete picture of the work performed, enabling it to be repeated if necessary
- HallMark will ensure the validity of the work by carrying out regular reviews of the records of each Surveyor
- They will be retained in a form that ensures their integrity and security and prevents unauthorised modification, for a period to be agreed by the FSA

## 2.10. Field-based research

All field-based surveyors will comply with all relevant environmental legislation, where appropriate.

HallMark understands that the FSA has the right to inspect HallMark procedures and practices against the requirements of the Code of Practice, and that HallMark may be asked to provide documentary evidence of the company working practices or provide access and assistance to auditors appointed by the FSA.

#### **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 subcontractor requires such clearance the project Lead Applicant should ensure that all relevant procedures have been followed. If there are no ethical issues please state this

#### 1. OVERVIEW

A commitment to integrity, independence, impartiality and informed consent, confidentiality and anonymity, voluntary participation, and the avoidance of harm.

# 2. HALLMARK ETHICS STATEMENT

There are many ethical issues to be taken into consideration for research and Surveys. HallMark will not misuse any information or data, and there will be a moral responsibility maintained towards the participants. There is a duty to protect the rights of people in the study, as well as their privacy and sensitivity. The confidentiality of those involved in the observation will be respected, keeping their anonymity and privacy secure. To address this, HallMark will gain ethical approval for the project if required.

# 3. CURRENT ETHICAL COMMITMENTS

HallMark ensures that sampling work will only be conducted by qualified personnel. Furthermore, the nature of HallMark's current business obliges its staff to operate under Codes of Practice and the company Statement of Employment Particulars highlights the following requirements for their employees: data protection (in particular, the 'eight data protection principles' of the Data Protection Act 1998); confidentiality; compliance with Civil Service Code (core values of integrity, honesty, objectivity, and impartiality).

### **4.KEY ETHICAL ISSUES**

Sampling design and collection services do not involve human samples; and are not classified as animal research; therefore, there are no ethical specific risks identified in this respect. Sampling design and collection services do however involve personal data handling of participants (i.e., brand owners, retailers) and involvement of participants. The below shall explain how it will be managed.

Given the importance of ethics for the conduct of research and Surveys, HallMark will adopt specific codes, rules, and policies relating to it. Surveyors' training includes the following key ethical issues: -

a) Integrity and Quality - HallMark ensures that the project is designed, reviewed, and undertaken to provide integrity and quality. To achieve this, the project is carried out under quality assurance conditions. The written project plan, sampling design and description of statistical methods, show that these factors have been addressed. The Sampling plan will be agreed with FSA, taking account of the requirements of ethical committees (if required) and the terms of project licences.

- b) **Informed Consent** when required, HallMark will seek informed consent by ensuring that any potential participant will be fully informed of the purpose, methods and intended possible uses of the sampling. For 'Small Retail Outlets', Surveyors will issue a leaflet from the FSA to inform them at the time of purchase that samples have been taken from their establishment for a Survey. HallMark Operations Team will notify large retailer's headquarters, rather than providing a letter to the individual store manager at the time of purchase.
- c) Confidentiality and Anonymity HallMark respects the confidentiality and anonymity of the participants. To guarantee the anonymity and confidentiality that the participants (i.e., brand owners and retailers) are promised when they give informed consent, all HallMark staff abide by the confidentiality clauses of the company and FSA on how to handle confidential information from the commercial and public organisations that they come into contact with during the course of the project. All data collectors will be trained in that respect.
- d) **Voluntary Participants** HallMark ensures that all participants participate in the study voluntarily and are free from any coercion (i.e., small retailers reluctant to allow purchasing of samples).
- e) **Avoid Harm** HallMark ensures the absence of "harm" (physical, emotional, risk to upset, as well as reputational damage) to participants.
- f) Independent and Impartial HallMark is independent of commercial relationships with Laboratories or retailers and will ensure the independence of the project is clear, and any conflicts of interest or partiality avoided. HallMark operates independently and with no conflicts of interest.

### 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.

### 1. OVERVIEW

HallMark acknowledges that the Authority places great emphasis on confidentiality, integrity, and availability of information, and consequently on the security of our processing systems and services. Being the incumbent supplier, we already provide the Authorities with systems to allow data to be transferred securely between the Surveyors, HallMark, the Laboratory, and the Authorities via the HMX system.

We confirm that HallMark already has in place, the human and technical resources to perform the contract to ensure compliance with the GDPR Regulations and to ensure the protection of the rights of data subjects. This document outlines how HallMark complies with the General Data Protection Regulation (GDPR),

The company is registered with the Information Commissioner Office (ICO). HallMark's registration number is 29634211. HallMark will comply with the eight data protection principles as detailed in the Data Protection Act 1998. HallMark Data Protection Policy and confidentiality policies are available on request.

2.SPECIFIC DATA PROTECTION ISSUES FOR THIS PROJECT/RISK ASSESSMENT APPROACH

There are no specific issues raised in the Specification requirement, we do not anticipate that any Personal Data will be collected as part of the surveillance and HallMark does not intend to disseminate the results of this project. All the data collected (i.e., label information of the products sampled etc.) is publicly available; however, data privacy issues can arise in response to information from a wide range of sources. The challenge in data privacy is to share data while protecting personally identifiable information.

We acknowledge that in this project, if any Personal Data is collected the FSA will be the 'data controller' and HallMark the 'data processor'. Where required by the FSA security team (and where Personal Data is being collected), we would be happy to carry out a Privacy Impact Assessment (PIA) for FSA review.

HallMark will perform regular risk assessments on all information assets and their supporting assets. The results of risk assessments will be reviewed to understand the level of risk to information assets and supporting assets, and appropriate controls implemented as appropriate to address any unacceptable risks that have been identified.

### 3. MEASURES IN PLACE

The following is an outline of the technical facilities and measures (including systems and processes) that HallMark has in place, to ensure compliance with the GDPR and to ensure the protection of the rights of data subjects.



### In brief, HallMark:

- Ensures ongoing confidentiality, integrity, availability and resilience of processing systems and services and has created an ISMS in accordance with ISO/IEC 27001:2013 standards.
- Will not transfer any personal data outside the UK
- Has obtained external certification against Cyber Essentials Plus. The Cyber Essentials scheme provides a clear statement of the basic controls which all organisations should implement to mitigate the risk from common internet-based threats, within the context of the Government's 10 Steps to Cyber Security. It offers a mechanism for organisations to demonstrate to customers, investors, insurers and others that we have taken these essential precautions.
- Provides secure external e-transfer.
- Sends by tracked recorded post any posting of hard copies of paperwork.
- Holds electronic data securely with controlled access. Legitimate remote access is only granted to bona-fide personnel, contractors and third-party users, and only applies to access from HallMark approved devices. Remote access is regularly reviewed and connections that are no longer required are removed immediately.
- Restricts access to Survey details with clear processes on who can access the data.
- Uses TLS 1.2 encryption
- Encrypts to AES 256 any document attachments that require additional levels of encryption.
- Has implemented SPF, DKIM and DMARC controls to reduce the risk from email address to spoofing and spam.
- Supplies the Surveyors with the correct IT equipment and training including data protection legislation. HallMark's training and education programme is in accordance with the Information Security Training Policy, which is mandatory for all employees, contractors, and third-party users. The policy details their individual responsibility to fully adhere to the requirements of the ISMS policies, processes, and work instructions.
- Ensures that all information assets are classified and handled in accordance with the HallMark Information Classification and Handling Guide which details how information assets of different sensitivities shall be handled, processed, encrypted, stored, transmitted, dispatched, and disposed of.
- Regularly test, assess and evaluate the effectiveness of the measures.
- Adheres to the following principles, i.e., Secure storage, handling, use, retention and disposal of disclosures and disclosure information, specifically:
  - Process the personal data only in accordance with instructions from FSA
  - Comply with the applicable laws

- Take reasonable steps to ensure the reliability of the staff that may have access to personal data
- Disclosure information is only passed to those who are authorized to receive it in the course of their duties
- Process personal data only to the extent and in such a manner as is necessary for the provision of the obligations under the contract or as is required by law
- Not transferring the personal data to any subcontractor and/or affiliates for the provision of the service without previous FSA approval
- Disclosure information is kept securely in lockable, non-portable, storage containers with access strictly controlled and limited to those who are entitled to see it as part of their duties
- Implement appropriate technical and organisational measures to protect the personal data against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure
- Once the retention period has elapsed, HallMark will ensure that any disclosure information is immediately destroyed by secure means, i.e., by shredding, pulping, or burning
- While awaiting destruction, disclosure information will not be kept in any insecure receptacle (e.g., waste bin or confidential waste sack). The company will not keep any photocopy or other image of the disclosure or any copy or representation of the contents of a disclosure.

# 4. HALLMARK SAMPLING SYSTEM (HMX)- SPECIFIC SECURITY MEASURES

HallMark aims to handle electronic copies and data through the HallMark Sampling System (HMX), which utilises technology specifically designed for information management including the following:

- Any data or file transfers to the server are carried out under the HTTPS (SSL) protocol to stop any unwanted sniffing of files. This uses an encryption layer as the files are transferred.
- User authentication uses the latest techniques for keeping passwords secure, allowing easy review and upgrade of the hashing algorithms used. We also use a robust encryption method called Blowfish along with unique salt.
- When users sign in, they are required to key in three digits randomly chosen from their 8-digit memorable information.
- Apache's htaccess file system allows the setting of another level of security restrictions for accessing a directory or a file.
- All database queries go through a sanitisation process beforehand to prevent any SQL injection into the database.
- Only administration staff and trusted employees have access to the hosting servers and databases. Passwords are never shared with anyone outside of the company.
- All developers are party to a non-disclosure agreement ensuring all customer data and source code will stay confidential.
- All source code used in the system has been built or vetted by our IT suppliers. They do not work with 3rd party contractors or developers to build any systems.
- All files and folders have relevant permissions that are set to prevent unauthorised access and changes to the system.
- Additional security measures may be suggested for certain scenarios. As the system is bespoke, we are always open to discussion about any further security measures or requirements that are deemed necessary.
- We have 24/7 remote access and full control of the hosting platform, installation software and security patches.
- The data center, which is based in the UK, offers a premium environment for business-critical servers and data with fully secure power supply, cooling, security and network resilience systems including Uninterruptable Power Supplies, Diesel Generators for back-up power, Air Conditioning and VESDA smoke detection and fire suppression.
- The operating system used is server grade Linux running the latest stable versions of appropriate server software.
- A high-availability cluster of 2 web servers running the Apache web server and PHP scripting provides the data interface to the industry standard MySQL database. They are remotely accessible for ease of system upgrades, maintenance and backups.

One server provides the master database which is replicated in real time to a slave database. The slave can take the role of the master in case of failure.

Database back-ups are made every hour from the slave database, so that the operation of the master is uninterrupted, and a full and complete snapshot can be taken. The back-ups are rotated every 24 hours and a monthly copy is also saved. A daily snapshot is automatically moved off site as a further precaution.

## 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)

#### Overview

HallMark acknowledges that FSA is committed to improving sustainability in the management of operations. HallMark approach takes into account economic, environmental and social aspects.

### Our Commitment to Sustainability

HallMark is fully committed to sustainable development in all its operations. We view sustainability as our obligation, a core value and a guiding principle at the heart of all our work.

#### We ensure:

- Constant assessment of the environmental impacts of our actions, including setting targets and objectives
- · Regular reviews to reduce environmental impacts
- Regular and consistent internal communications regarding our environmental responsibilities
- · Team members' commitment to sustainable development is encouraged
- Regular initiatives to reduce our use of energy, water, and other resources
- · Minimisation of waste and use of recycling methods
- Appropriate training, advice, and information
- Support for staff implementing environmental ideas and initiatives
- Resources to meet the commitments and requirements of the policy
- Promotion and involvement in local environmental schemes

Our Environmental Policy outlines our commitment to comply with our requirements as a UK SME and improve the efficiency, quality, and effectiveness of our Environmental Management System (EMS).

Sustainability-Specifics to this Project

### Minimising Travel

HallMark actively monitors company mileage and is looking at ways we can constantly reduce both the time and money staff spend on travelling. We have internal systems in place to check mileage and expense claims monthly. Sampling routes are worked out carefully to minimise travel. All our surveyors are chosen based on the location (nearest to the selected sampling area) to minimise travelling. Where possible we would combine projects to minimise the travelling.

# Meetings

Public transport (train/bus/metro) is our first choice of travel

Prior to attending meetings, we establish car share arrangements and encourage travel by public transport

Consideration is given to the impact of meetings, and we often hold teleconferences instead

### **Technology**

We have a robust internal communication system that reduces the need to make unnecessary journeys. This includes email, shareware, telephone and holding webinars

Training webinars are delivered to surveyors across the UK

Any company-wide information is posted on the home page of SharePoint, which is immediately available to all employees

Our innovative IT tool: HMX manages inspection projects that enable the management of the process and increasing efficiency

We deliver online training to field staff through our KeySkill platform which includes innovative elearning experiences. This technology gives us the ability to record training sessions and upload them

### **Recycling** Equipment

It is our policy to recycle equipment whenever possible. The central Support Department coordinates this process to ensure that; 1, equipment is not requested unnecessarily and 2, all equipment is recycled where possible. We control the stock to avoid purchasing more equipment than is required for successful contract delivery. In the sampling department, we prevent waste creation by precisely calculating the packing equipment needs of each surveyor before the sampling round. This prevents surplus equipment being sent and the possibility of waste. Except for disposable equipment, we maximise our efforts to recycle equipment from leavers returning their used items.

### Share cost and Resources with Laboratories and FSA

We are flexible and could easily adopt our project by sharing resources and costs with laboratories and FSA where possible. For example, the labs may have exiting systems and couriers in place and or spare sampling equipment from other projects. Where further surveillance work is to be commissioned, HallMark would work with the FSA to explore/implement combined project delivery options.

### **Sustainability Training**

HallMark raises staff awareness about Sustainability issues and our environmental guidelines in formal and informal ways. Promotion of green housekeeping and improving environmental awareness amongst staff is done via seminars, workshops, conferences and via our on-line KeySkill mandatory training materials. Also, sustainability is on the agenda at team meetings. Staff are required to view all information sections contained in the HallMark Sustainability Course on our KeySkill e-learning platform. Course completions are monitored by managers and re-enforced if necessary. Sections are available for all staff to download and reference.

We appreciate that environmental awareness is a constantly evolving topic. Therefore, we regularly bring up sustainability issues in team meetings and use the more informal setting of incidental conversations to reinforce the sustainability messages we wish to convey.

# SUSTAINABILITY POLICY

HallMark also has a **Sustainability Policy**, which outlines the organisation's ethos and direction on its contribution to developing a sustainable future. We have uploaded HallMark's Sustainability policy in the supporting documents section.

# 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

HalMark does not intend to disseminate the results of this project; we do not intend to submit any paper from the survey findings and we do not have any plans for presenting the findings at conferences or workshops. Although we have been invited and intend to attend the FSA's AMR Research and Evidence programme review event in March 2023, we are not planning to present.

We understand that the dissemination of the results will only be undertaken by the FSA and/or the analytical laboratory. The data collected by HallMark throughout the sampling project will be provided via reports to the FSA. The key proposal communication objective is the development of cost-effective communication mechanisms with the FSA and Laboratory. However, HallMark would be pleased to cooperate in relation to any FSA project Communication Plan which might be needed, working with the Agency, the scientific community, trade organisations or via bespoke publications if the FSA requires any elements of the sample collection process to be included in any of their own dissemination activity.

HallMark would also be pleased to provide the FSA or involved Laboratories or policymakers with appropriate support. Further, we would be happy to collaborate in the sharing of non-sensitive project management best practice, process understanding and improvements and make any necessary contributions to policy development.

We do not expect IP to be created within this project. We would not use any confidential data generated by the project without the permission of the FSA. HallMark does not currently foresee the need to undertake any dissemination of data collected unless specifically requested by the FSA.

# 8. SOCIAL VALUE

Social value has a lasting impact on individuals, communities and the environment. Government has a huge opportunity and responsibility to maximise benefits effectively and comprehensively through its commercial activity. To be effective it is essential that the FSA consider social value at all stages of the procurement life cycle. In order to do this, we are applying the Government Commercial Functions social value model PPN 06/20 Procurement Policy Note - Taking account of social value in the award of government contracts. The Social Value Quick Reference Table provides a useful summary of the criteria and the reporting metrics for each of the criteria, including examples.

In order to evaluate this, we ask that you answer the follo wing:

### f A . WELLBEING: IMPROVING HEALTH AND WELLBEI $^{\dagger}$

Using a maximum of 3000 characters describe the commitment your organisation will make to ensure that opportunities under the contract deliver the Policy Outcome and Model Award Criteria 7.1: 'Demonstrate action to support health and wellbeing, including physical and mental health, in the contract workforce'.

### Please include:

- your 'Method Statement', stating how you will achieve this and how your commitment meets the Award Criteria, and
- a timed project plan and process, including how you will implement your commitment and by when. Also, how you will monitor, measure and report on your commitments/the impact of your proposals. You should include but not be limited to:
- o timed action plan
- o use of metrics
- o tools/processes used to gather data
- o reporting
- o feedback and improvement
- o transparency

HallMark has an absolute commitment to the Wellbeing of our staff and making our organisation a place where the importance of promoting and supporting staff mental health and wellbeing is recognised and we have in place comprehensive processes to manage this. As a service-based company our staff are our main asset. Monitoring the development of our people, staff retention and verifying performance and their Wellbeing is a fundamental part of HallMark culture. Our absence rates through sickness are minimal, both recently and historically.

On November 2021 HallMark signed up for the Government Mental Health at Work Commitment to improve standards of mental health care among our workforce. By signing the Mental Health at Work Commitment, HallMark committed to achieving better mental health outcomes and a genuine, long term, positive impact on our staffs wellbeing, and joining a growing movement of over 1000 organisations.

The Mental Health at Work Commitment provides a simple framework for employers who recognise the importance of promoting staff wellbeing. This framework sets out six clear standards based on what best practice has shown is needed to make a difference and create an environment where employees can thrive. Over the past year we have been looking into implementing these standards and taking activities and actions to support the health and wellbeing, including physical and mental health, in our workforce, for example by:

- Creating an environment where everyone feels comfortable and able to discuss their mental health.
- Ensuring people are aware of where they can go for support, should they need it for example, via the company health care plan, or to a nominated member of the team.
- Listening to our staff to find out what they would like to see happen in terms of support for mental health in the workplace and establish meaningful processes to facilitate this.
- We want everyone who works for HallMark to feel they can be themselves, be open about their mental health and ask for support if they need it. We have a dedicated member of staff responsible for Mental Health at Work Commitment maters.

- Providing support via our 'Simply Health' health care plan, which provides 24 hours a
  day Helpline service, including telephone counselling via the Simple Health
  myWellbeing platform. There is also up to six sessions of face-to-face counselling
  paid for.
- Adding the Mental Health at Work Commitment logo to the Hallmark website and staff
  emails as a way of declaring publicly that mental health at work is a priority for us as
  well as influencing staff, suppliers, customers and communities to support health and
  wellbeing
- Completing anonymous surveys and taking any workforce feedback
- Providing a supportive and empowering culture with essential levels of management support with regular face-to-face contact and dialogue.
- Providing flexibility to allow for individual circumstances
- Assisting our workforce to improve their work-life balance and improve their overall quality of life is a core goal of HallMark.
- Ensuring all staff are inducted into a variety of activities to allow job variation.
- Facilitating working from home and part time working.
- Facilitating phased returns to work and retirement choices

We monitor, measure and report on our commitments using retention levels and workforce surveys. See example of recent survey questionnaire: <a href="https://www.surveymonkey.co.uk/r/HFWGJY9">https://www.surveymonkey.co.uk/r/HFWGJY9</a>