

Infoculture Ltd

[REDACTED]
[REDACTED]

Date: 26/11/2021
Our ref: FS900192

Dear [REDACTED],

Supply of Data Trust; Harmonization of analytical methods, reference database and markers for Honey authenticity

Following your tender/ proposal for the supply of Data Trust; Harmonization of analytical methods, reference database and markers for Honey authenticity to Food Standards Agency, we are pleased confirm our intention to award this contract to you.

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

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

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

Yours faithfully,

[REDACTED]

Order Form

1. Contract Reference	FS900192	
2. Date	13 December 2021	
3. Buyer	Clive House 70 Petty France London, SW1H 9EX	
4. Supplier	Infoculture Ltd [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]	
5. The Contract	<p>The Supplier shall supply the deliverables described below on the terms set out in this Order Form and the attached contract conditions ("Conditions") and any [Annex/Annexes].</p> <p>Unless the context otherwise requires, capitalised expressions used in this Order Form have the same meanings as in Conditions.</p> <p>In the event of any conflict between this Order Form and the Conditions, this Order Form shall prevail.</p> <p>Please do not attach any Supplier terms and conditions to this Order Form as they will not be accepted by the Buyer and may delay conclusion of the Contract.</p>	
6. Deliverables	Goods	[None]

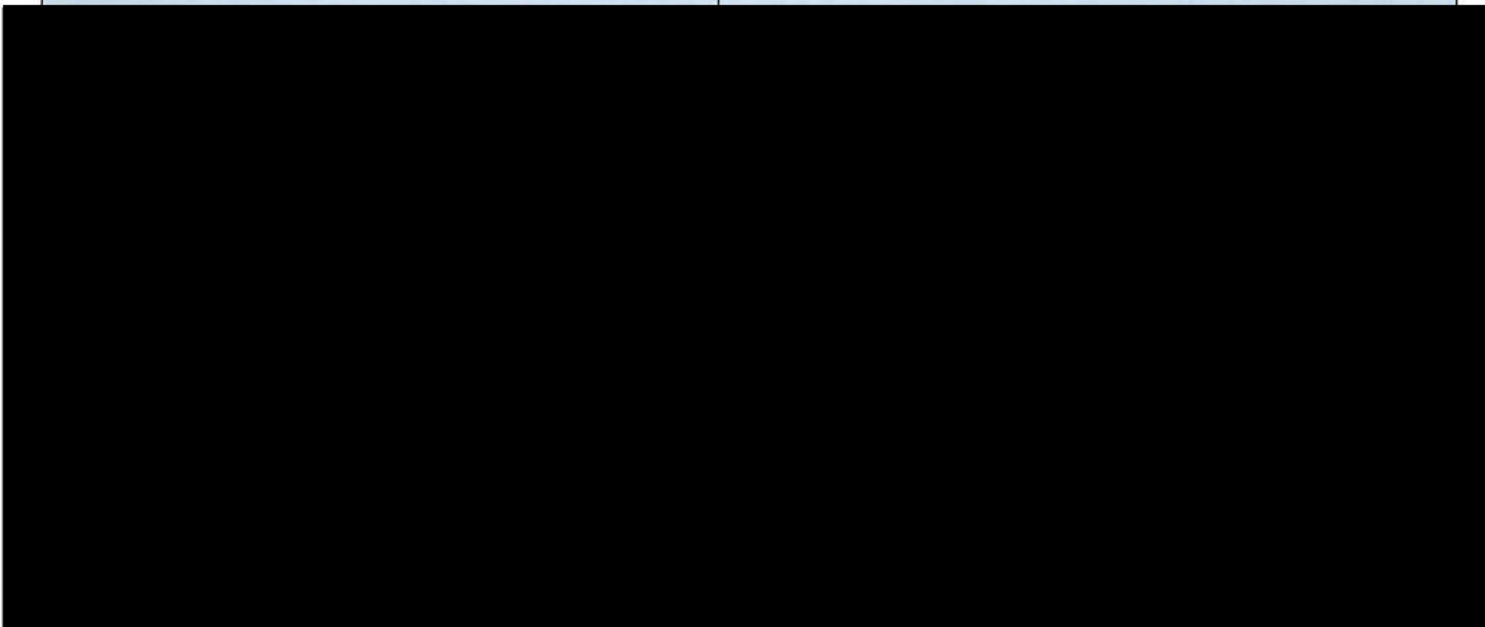
	Services	To be performed at Buyers Premises. See Annex 3 – Technical Proposal
7. Specification	The specification of the Deliverables is as set out in Annex 2	
8. Term	<p>The Term shall commence on 29/11/2021</p> <p>and the Expiry Date shall be 31/03/2021, unless it is otherwise extended or terminated in accordance with the terms and conditions of the Contract.</p> <p>The Buyer may extend the Contract for a period of up to 3 months by giving not less than [10 Working Days] notice in writing to the Supplier prior to the Expiry Date. The terms and conditions of the Contract shall apply throughout any such extended period.</p>	
9. Charges	The Charges for the Deliverables shall be as set out below in Annex 4.	

<p>10. Payment</p>	<p>All invoices must be sent, quoting a valid purchase order number (PO Number), to:</p> <p>██</p> <p>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.</p> <p>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.</p>
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11. Buyer Authorised Representative(s)	<p>For general liaison your contact will continue to be</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>or, in their absence,</p> <p>[REDACTED]</p>
12. Address for notices	<p>Buyer:</p> <p>FSA Procurement Fsa.procurement@food.gov.uk</p> <p>Supplier:</p> <p>[REDACTED]</p> <p>[REDACTED]</p>
13. Key Personnel	<p>Buyer:</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>Supplier:</p> <p>[REDACTED]</p> <p>[REDACTED]</p>
14. Procedures and Policies	<p>The Buyer may require the Supplier to ensure that any person employed in the delivery of the Deliverables has undertaken a Disclosure and Barring Service check.</p> <p>The Supplier shall ensure that no person who discloses that he/she has a conviction that is relevant to the nature of the Contract, relevant to the work of the Buyer, or is of a type otherwise advised by the Buyer (each such conviction a "Relevant Conviction"), or is found by the Supplier to have a Relevant Conviction (whether as a result of a police check, a Disclosure and Barring Service check or otherwise) is employed or engaged in the provision of any part of the Deliverables.</p>

Signed for and on behalf of the **Supplier**

Signed for and on behalf of the **Buyer**



Annex 1 – Authorised Processing Template

Contract:	FS900192
Date:	26/11/2021
Description Of Authorised Processing	Details
Subject matter of the processing	There will be a small amount of data processing where we are responsible for handling data related to participants in the research and that the data is needed to execute the terms of the contract. This will be done strictly in accordance with GDPR guidelines, and data will not be kept beyond the lifetime of the project unless specifically needed and agreed between all parties.
Duration of the processing	As described above the duration of the processing will be aligned to the duration of the contract. Any exceptions to this will be specifically agreed between all parties.
Nature and purposes of the processing	<p><i>[Please be as specific as possible, but make sure that you cover all intended purposes.]</i></p> <p><i>The nature of the processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) etc.</i></p> <p><i>The purpose might include: employment processing, statutory obligation, recruitment assessment etc]</i></p> <p>The specific purpose of the project is to design and establish a secure mechanism for the access and sharing of food-related data between consenting partners. Any data accessed in the process of executing this work will also be subject to rigorous security processes. The focus is on food-related data. Personal data will be minimal, limited to sufficient data to identify individuals in their professional roles in their businesses.</p>

Type of Personal Data	Personal data will be limited to individuals in their professional roles within their employment organisations. There should be no requirement to access home-related data unless individuals operate from home, for example some bee-keepers.
Categories of Data Subject	Examples include: Staff (including volunteers, agents, and temporary workers). It is very unlikely that we will track individual customer's personal data. We would anticipate that customer sentiment will be provided by third party organisations that represent consumers for example.

Annex 2 - Specification

THE SPECIFICATION, INCLUDING PROJECT TIMETABLE AND EVALUATION OF TENDERS

GENERAL INTRODUCTION

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

- The Agency is committed to openness, transparency, and equality of treatment to all suppliers. As well as these principles, for science projects the final project report will be published on the Food Standards Agency website [REDACTED] For science projects we will encourage contractors to publish their work in peer reviewed scientific publications wherever possible. Also, in line with the Government's Transparency Agenda which aims to encourage more open access to data held by government, the Agency is developing a policy on the release of underpinning data from all of its science- and evidence-gathering projects. Data should be made freely available in an accessible format, as fully and as promptly as possible. Consideration should be given to data management as new contracts are being negotiated. Resource implications for this should be taken into account. The mechanism for publishing underpinning data should allow the widest opportunity for to enable its re-use. Where possible, underpinning data should be included in the final project report. Where data are included in the final report in pdf format, they should also be published separately in a format that can be used for further analysis. Large data sets can be provided separately in an annex to the report, and published, where possible, alongside the final

report online Where it is more appropriate to publish underpinning data in an existing database, archive, repository, or other community resource, or for data to be saved in a specialist proprietary format, information will be provided on how the data can be accessed. There will be some circumstances where release of data may need to be restricted or anonymised for reasons of commercial and/or personal sensitivities.

Our strategy on science and evidence centers around the identification and effective use of science in achieving our ambitious goals for protecting consumers' interests in relation to food. It tackles the challenges of today, and emerging risks for the future. As such a requirement has arisen for developing a mechanism of information sharing among key industry players within the honey analytical supply chain.

A. THE SPECIFICATION

Background

The UK is renowned for its high food safety and quality standards. We have robust rules in place on honey which set strict composition and labelling rules to protect consumers and ensure the authenticity of honey sold in the UK. The Honey (England) Regulations 2015¹ include detailed specifications for honey which ensure the quality of this important commodity is maintained whether it is produced domestically or imported into the UK.

Honey is a naturally complex and high-value product. Reports of potential adulteration and fraudulent practices continue to increase, gaining attention of UK media. Detection of honey adulteration with added sugars is challenging due to the trust in the use of data from privately held reference databases. A lack of transparency over the composition of these privately held databases and how representative the authentic samples are of honey sold in the UK has led to uncertainty on the accuracy of results produced for verification of authenticity status of honey.

Technologies such as blockchain exist for food chain security, however, these do not address the analytical challenges faced by regulators and food business operators of sharing data from non-targeted methods such as Nuclear Magnetic Resonance (NMR) technology, stable isotopic analysis etc. In particular information is required on the collection of reference samples, curation of databases, interpretation and reporting of data.

Innovative data sharing mechanisms such as data trust could enable a new modern-day mechanism to achieve trustworthy sharing of data between key stakeholders along the honey analytical and supply chain.

The FSA is looking for a proof of concept to build on the recommendations from previously funded FSA project on Data Trust and the honey case study².

The Specification

¹ <https://www.legislation.gov.uk/ukxi/2015/1348/regulation/17>

² <https://www.food.gov.uk/research/research-projects/food-data-trust-a-framework-for-information-sharing>

Applicants are invited to submit tenders on undertaking a proof-of-concept study based on the honey supply chain. This will involve stakeholder engagement and a full-scale pilot study on establishment of trust in data through multi-organisation sharing of pertinent information from supply chain information to authenticity related reference databases for honey and other food products.

The work will explore the challenges while identifying solutions associated with information sharing within the honey supply chain. It will further seek to explore the minimum data requirements, governance mechanisms and protocols for data trust framework.

This will enable data to be shared and exchanged selectively, for the benefit of those sharing or exchanging the data for some broadly conceived public benefit purpose.

The specification:

This requirement is in two phases.

- **Stakeholder engagement workshops with an aim of greater involvement and 'buy in'**
- **Design, and implementation of a proof of concept, testing, review, and final reporting**

Deliverables

PHASE 1: Stakeholder Engagement (Nov 2021 – Jan 2022)

- Preliminary work on stakeholder profiling and mapping
- Determine engagement levels, methods of engagement, develop and implement an engagement plan with individual stakeholder groups
- Standardisation of metadata, finding basic commonalities with minimum meaningful required data and suitability of data provided

The following questions could be explored (not exhaustive):

- The minimum data requirements, types of data governance mechanisms, and potential outcomes of establishing a data trust for multi-party sharing of authenticity testing information for honey and other food products.
- The objective is to deploy a framework for multi-party data sharing of sample information, reference database information and testing methodology.

Deliverables from Phase 1 include plan for stakeholder engagement, stakeholder engagement workshops and a final report on the findings from Phase 1 and how this will feed into Phase 2.

PHASE 2: Design, test, and review a Data Trust Framework

Applicant to develop a framework for sharing authentic, trusted, information; this will include:

- Deployment of a governance framework for multi-party data sharing. The legal template has been drafted as a proof of concept from a previous project and could potentially be re-used. This project will need to test the feasibility of that and make amendments as needed.
- Develop a 'Proof of concept' for methodology and decision protocols for honey authenticity databases.
- Develop a mechanism for standardising the data from the labs and presenting the data through a digital tool.

The following could be considered during the design of a data trust framework, but not exhaustive list:

- Data parameters required for quality, adulteration, and authenticity verification in reference to honey.
- Type of trust³ required to share food authenticity testing data with key data owners and users.
- How could stakeholders demonstrate confidence and reliability in its sampling, methodology, and data interpretation for food authenticity testing.
- Possible minimal data requirement that will facilitate the assessment for key data owners in food authenticity testing.
- Improvement of sampling, methodology, and data interpretation of food authenticity testing with key data owners.

Deliverables from Phase 2 include a report detailing the design of a Data Trust Framework and the development of a proof of concept based on the honey supply chain and honey authenticity databases.

Cost

The cost of this tender is based on execution of both requirements, stakeholder engagement and the design and implementation of a proof of concept. The commissioning authority is open for suppliers to work collaboratively or as part of a

3

Three general types of trust can be considered here: (1) trust in the competence of data owners sampling, methodology and interpretation protocols (task-oriented trust) (2) trust in data owners' consistency over time based on existing relational ties (relationship-based trust) (3) trust in data owners' capacity and capability over time based on experience (system-based trust)

consortium. FSA will consider bids within range of £40 – £50k.

Duration of the work:

Suggested duration to undertake the tender is 19 weeks

- Stakeholder engagement including provision of findings (estimate 5 weeks)
- Design, and implementation of a proof of concept, testing, review, and final reporting (estimate 14 weeks)

Innovation

Any innovation realised through the execution of this project should be briefly summarised.

Risk

The contractor is required to provide details of any relevant perceived risks to the execution of this pilot study such as delays due to business or personnel needs, sourcing laboratories for participation etc. The contractor is expected to provide mitigation of those risks.

Ethics

The contractor is required to provide any details on ethical issues relating to this project including handling of data.

Data protection

‘Please outline in your tender how you will comply with the GDPR, recognising the commissioning authority’s role as the ‘data controller’ and the contractor’s role as the ‘data processor’, and responding to the sections below. If successful you may also be asked to carry out a Privacy Impact Assessment (PIA), and a privacy notice may be required, which will be reviewed by the FSA data security team.

Data security

Please confirm in your tender that you 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 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 General Data Protection Regulation 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);
- to maintain records of personal data processing activities; and
- to regularly test, assess and evaluate the effectiveness of the above measures.'

Dissemination and exploitation

We encourage contractors to publicise their work through different channels such as peer reviewed scientific publications and dissemination at conferences or scientific meetings wherever possible. Such material will need to be approved by the FSA prior to submission. FSA final project reports are generally published on the Food Standards Agency website (www.food.gov.uk).

Sustainability

The contractor is required to provide details on its sustainability management practises.

Quality

We will consider project quality using, the quality assurance considerations to assess the work meet the standards in the Aqua Book⁴

Annex 3 – Technical Proposal

2.1.1 Tender summary and objectives and the approach

Summary

Honey is a natural complex mixture of different sugars produced entirely by bees. There are more than 90 million managed beehives around the world producing about 1.9m tonnes of honey worth more than £5 billion a year. Given the size of the market and the immense environmental benefits of beekeeping – three out of four crops depend on pollination by bees – it is an industry on which both livelihoods and lives depend.

However, as a labour-intensive, high-value expensive product with an often complex supply chain, honey is a target for adulteration.

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Testing for honey adulteration with added sugars is based on analytical techniques using ‘fingerprinting’ tools, such as those using nuclear magnetic resonance spectroscopy (NMR). This is especially helpful in detecting certain types of adulteration, such as the addition of cane or beet sugars (with beet sugar addition, bees generally forage on plants that use the same photosynthetic pathway as beet sugars. This makes it difficult for traditional tests based on isotopic differences to provide effective results).

The ‘chemical fingerprint’ provided by NMR is specific to the sample that has been tested and can be compared with the fingerprint from other sample results enabling the user to assess consistency.

However, interpretation of results depends on comparison against a reference database of authenticated samples. The reference database needs to be representative of the variation that can occur, which includes differing beekeeping practices, origins, seasonality and variations in climate. Information is also needed on the collection of reference samples, curation of databases, interpretation and reporting of data. How can that data be shared in a trustworthy way between key stakeholders along the honey and analytical supply chain?

This proposal for a proof of concept study, from the team that produced 'Food data trust: a framework for information sharing', will explore how innovative data sharing mechanisms could provide a solution.

We propose developing a honey sector data access coalition by identifying and engaging with stakeholders, interviewing, understanding and articulating the problem then building on that work to co-create a honey sector data trust framework.

The honey sector data trust framework will map out the honey supply chain and capture transaction and transition points. It will set out the associated data – orders, manifests, checks, certificates, orders, invoices, payments, customs declarations, authenticity checks – and map out the data in terms of access rights and the data lifecycle from creation to deletion: what can be accessed and what can be stored?

We will present our proposed solution back to the community, holding further engagement events to review, listen and then iterate and refine.

The outcome will be a dashboard (based on BlueRing) with accounts for stakeholders with appropriate data access rights as agreed through the coalition and defined by the framework. Data access protocols will provide access to data and data services.

Objectives

The objectives are as follows and will be impactful and sustainable:

- A data trust framework for the honey sector (ie a collection of rules, standards and protocols)

- Proof of concept services that will continue to be commercially available (BlueRing supported by Contained)
- Publicly available report on the work (including suitably anonymised analysis from the initial field work and engagement sessions)
- An academic paper on the data trust framework solution for addressing honey adulteration through secure permissioned access to test and verification data as well as supply chain data including transactional and other authentication data. Academic oversight will analyse and evaluate the project work.
- An Infoculture-supported community developed and nurtured from the engagement process with sector stakeholders

The objectives will be delivered implemented in two phases:

Project plan

Project plan	Phase 1 (Nov - Jan)		Phase 2 (Feb - March)	
Stage	Engagement	Analysis	Design	Implementation
Coalition building	2 public workshops	10+ stakeholder interviews	4 workshops (test & review)	Trials and demonstrations
Data Trust Framework	Concept model	Governance structure	Interoperability	Operations
Technical development	Mock up demonstrator	Proof of Concept (test & review)	Prototype (beta system)	Working system (commercial trial)
Academic paper	Literature search & methodology	Interviews & literature review	Analysis	Conclusion
Report	Structure	Interviews	Analysis & conclusions	Recommendations

Approach

The work will be approached in two phases, as requested, with the five workstreams also divided into the two phases. This provides a suitable review gate and alignment check for activities. The work will be undertaken by a team comprising those involved in the original FSA commissioned Food Data Trust Framework report, the Internet of Food Things leadership team, the technical team involved in the Innovate UK-funded Trusted Bytes project.

Phase 1

The focus of the first phase is on stakeholder engagement in order to facilitate a co-creation process and obtain community buy-in. The two workshops, at least one of which we hope will be face-to-face, will target the range of stakeholders that we know to be invested in the honey sector. These potentially include the following that we have identified from preliminary research (some of which was conducted as part of the original Trust Framework report).

Potential stakeholder list:

1. FSA
2. FSA National Food Crime Unit
3. Defra
4. Local authorities (representative? Eg Richmond, London?)
5. British Honey Importers and Packers Association (UK)
6. Parliamentary groups/working groups looking at this
7. Food Strategy team
8. Honey Working Party - EU
9. European Professional Beekeepers Association
10. Joint Research Centre (EU)
11. Honey Authentication Project - Mexico
12. European Food Standards Agency
13. Codex Alimentarius (FAO/WHO standards body)
14. Institute for Global Food Security and Chris Elliott
15. Campden BRI
16. Testing labs in UK
17. Testing labs in mainland Europe
18. Supermarkets
19. Pinsent Masons law firm
20. Smaller honey distributors

In addition to this we will invite representatives from the academic community with interests in this area. We are fortunate to have experts in the spectrum of areas that we are seeking to bring together: food, agriculture, computing, data, cyber security, interoperability, chemistry including NMR.

Following on from the contacts developed at the workshops we will identify ten stakeholders to interview in more depth to understand their data access needs and concerns. The outcomes from this analysis will inform the development of the Data Trust Framework model that was created by the earlier project. Specifically, the key elements will be identified and refined, eg data interoperability standards and protocols, rules of engagement, resources and services as well as legal terms.

The technical team will create a mock-up demonstrator which will be used as a discussion trigger at the workshops and interviews and progressively transform this into a proof of concept that can contribute to further discussions during the interviews.

In parallel we will start work on the public-facing report as well as the academic paper which will build on the recent Nature paper, A trust framework for digital food systems. The public-facing report will be up to 20 pages long and present the key elements of the project in a clear and compelling style that targets the type of stakeholders listed as well as a broader audience. In addition to the academic paper, other data and analysis where possible will be hosted in suitable publicly accessible repositories.

During the first phase the research design and methodology will be established and the literature search conducted.

Phase 2

Phase 2 will build on the preliminary findings and also the goodwill of the coalition of the willing assembled. The focus will be on further design of the framework and the implementation of the framework into a user-friendly dashboard that delivers the appropriate security and data access services. All of this will be reviewed – by the project team, by the coalition and also from an academic perspective.

A key part of the honey scenario is that the data sharing network is more complex than a linear supply chain. Unlike linear supply chains where tests and checks can be conducted and results captured, with honey, samples are sent for testing, testing centres may then send samples on to labs and the labs themselves have separate databases of samples. Then there is a further layer of complexity when regulators require access to results and also evidence of the process. If legal action follows, lawyers would also require sight of this data flow. Through the previously described process, we will map out these various secure data flows and determine and demonstrate the appropriate data interoperability mechanisms. The goal is that the community agrees with the principles and therefore has trust in the system without having individual access to the data.

The analysis will enable us to identify and develop the data standards, metadata and protocols required to establish secure permissioned access to the data needed to step up the trustworthiness of honey in the food system for the benefit of all stakeholders as well as broader societal benefits including health, wellbeing and climate-related needs.

The end result – deployment of a multi-party data access governance system, and the report and paper should confirm this – is that a rich spectrum of trustworthiness factors are identified and addressed in the course of the project. While the end result in March will not be definitive, we will have laid the groundwork for the community to continue working together to refine the agreements, protocols and solutions going forward.

References

This is a small sample of the sources that we will draw on as we develop this work:

[REDACTED]

(March).



2.1.2 The plan and deliverables

The project plan illustrated above is broken down into the following deliverables and milestones:

Deliverables & milestones	Title	Due
Phase 1		
M1	Public workshop 1	3 Dec
M2	Public workshop 2	17 Dec
D1	Trust Framework concept model (draft design)	3 Dec
D2	Trust Framework implementation demonstrator (mockup)	17 Dec
M3	Academic literature search and research design and methodology	17 Dec
M4	Public report outline	17 Dec
M5	Stakeholder interviews (10+)	31 Jan
D3	Trust Framework governance structure	31 Jan
D4	Trust Framework implementation demonstrator (proof of concept)	31 Jan
M6	Academic paper (in depth interviews) & literature	31

	review	Jan
D5	Interim report to FSA	31 Jan
Phase 2		
M7	Four test and evaluation workshops	28 Feb
M8	Trust Framework core interoperability standards and protocols agreed	28 Feb
D6	Trust Framework implementation - operational prototype	28 Feb
M9	Academic paper - analysis section complete	28 Feb
M10	Public report analysis and conclusions complete	28 Feb
M11	Trials and demonstrations with coalition	31 Mar
M12	Trust Framework operations defined and agreed	31 Mar
D7	Trust Framework implementation - commercial trial	31 Mar
D9	Academic paper - complete with conclusion	31 Mar
D10	Public report complete with recommendations	31 Mar
D11	Final report to FSA	31 Mar

2.1.3 Project management

Work Packages

As per the project plan the project will be delivered through five workstreams operating in parallel and gated into two phases. The phase break will allow for a project review and also enable the workstreams to be brought into full alignment and any dependencies checked.

The work streams are:

1. Coalition building - establish a coalition drawn from the community of stakeholders in the honey sector;
2. Data Trust Framework (honey) - a specific development of the conceptual framework defined in the earlier reports produced by this team tailored to the honey sector;
3. Technical solution - an operational implementation of the Trust Framework will be constructed by Contained using its BlueRing system;
4. An academic paper that tracks this process and evaluates the outcome as well as reviewing the activities;
5. A public-facing report that explains and promotes the solution to a wider audience.

The project will be led by [REDACTED] through Infoculture using a team drawn from those involved in the earlier work with the FSA. This team will be joined by [REDACTED] [REDACTED] from Contained who will develop and trial the implementation of the Data Trust Framework. See accompanying slides for an outline of the vision for this implementation.

Interviews, workshops and events will be held in a blended manner with some online and others in person where viable. The team has plenty of experience in facilitating both kinds of event.

2.1.4 Risk management

The risk management register is as follows - this will be reviewed monthly during the project

Risk	Probability	Impact	Risk factor	Mitigation action
COVID lockdown	medium	low	medium/low	We are familiar with working remotely - maintain robust remote working practices
Coalition does not coalesce	low	medium	low/medium	Address stakeholder concerns early, find others to support reluctant participants
Data security breach	low	medium	medium	Monitor data security, review processes across partners
Business model impractical	low	medium	medium	Assess viability of business models early - avoid assuming stakeholders will want to pay for services

2.1.5 Quality management, ethics, data protection, dissemination and sustainability

During the course of the project we will develop a quality control process where the team partners will review each others' work and processes. The Civil Service Aqua

Book will be consulted for details and guidance. Ethics codes will be applied to the design and implementation process - we will draw upon the work published by the ethics working group of the IoFT Network. A data processing plan will be developed and appropriate data processing codes will be followed. We will assess the environmental impact of our activities in this project, including the opportunities for reducing carbon footprint and minimising waste when planning face-to-face events and following FSC standards in any printed material.

Dissemination and sustainability

In terms of impact, the project will::

- Support the community, and attempt to establish a persistent organisation
- Deliver a data trust framework for the honey sector (ie collection of rules, standards and protocols)
- Deliver proof of concept services that will continue to be commercially available (BlueRing supported by Contained)
- Publish a publicly available report on the work (including suitably anonymised analysis from the initial field work etc)
- Produce an academic paper on the data trust framework solution for addressing honey adulteration through secure permissioned access to test and verification data as well as supply chain data including transactional and other authentication data. Academic oversight will analyse and evaluate the project work.

Sustainable legacy

- BlueRing dashboard connecting data will continue to be commercially available if there is a desire for this from the community
- Infoculture supported community in the form of a coalition. We hope to work with Pinsent Masons to potentially establish a legally entity to support this in the future if there is a will to do so
- The report and paper will lead to ongoing debate in this area.

Fundamentally quality will be delivered through a capable and experience team

The team

[REDACTED]

[REDACTED]

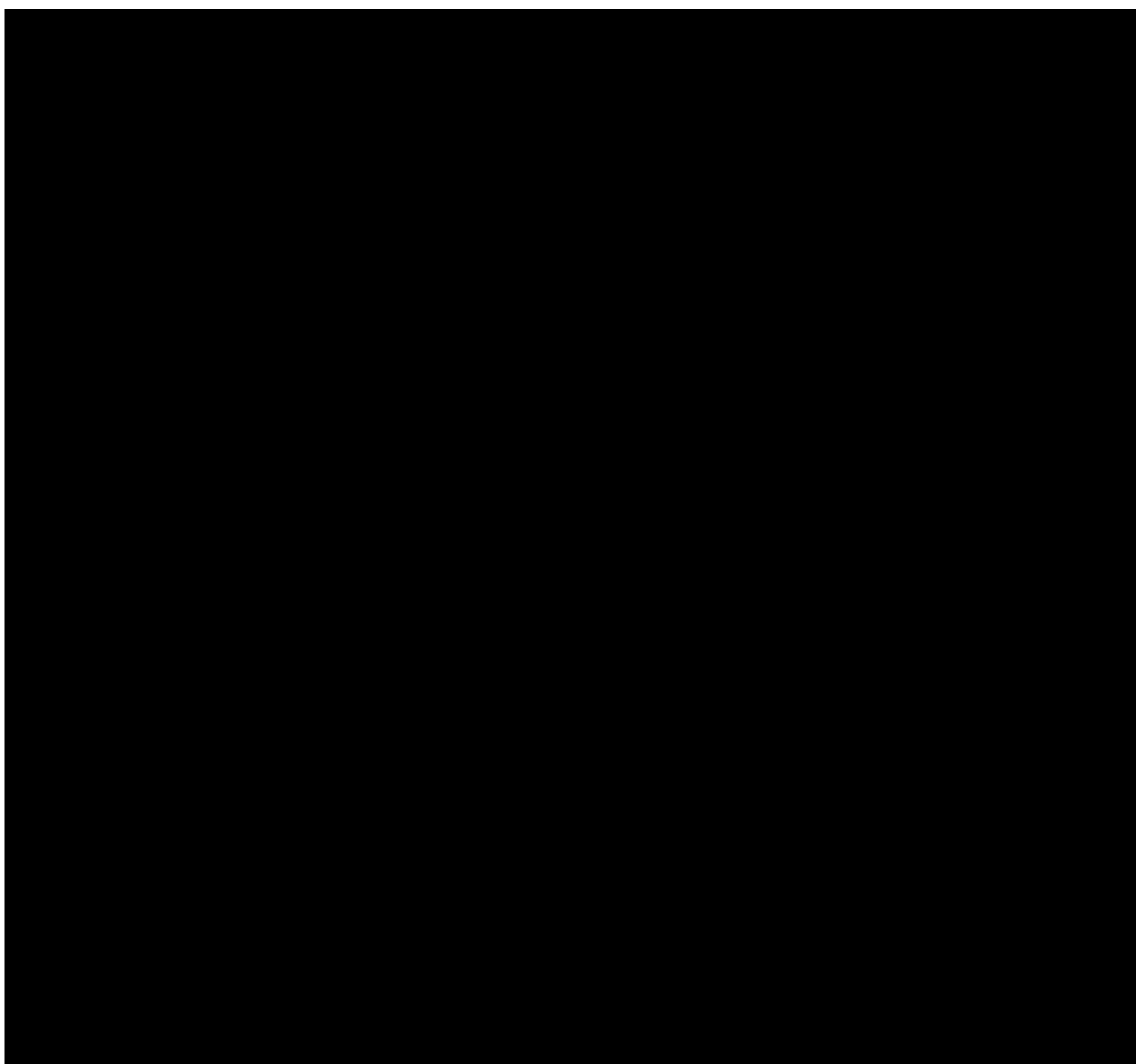
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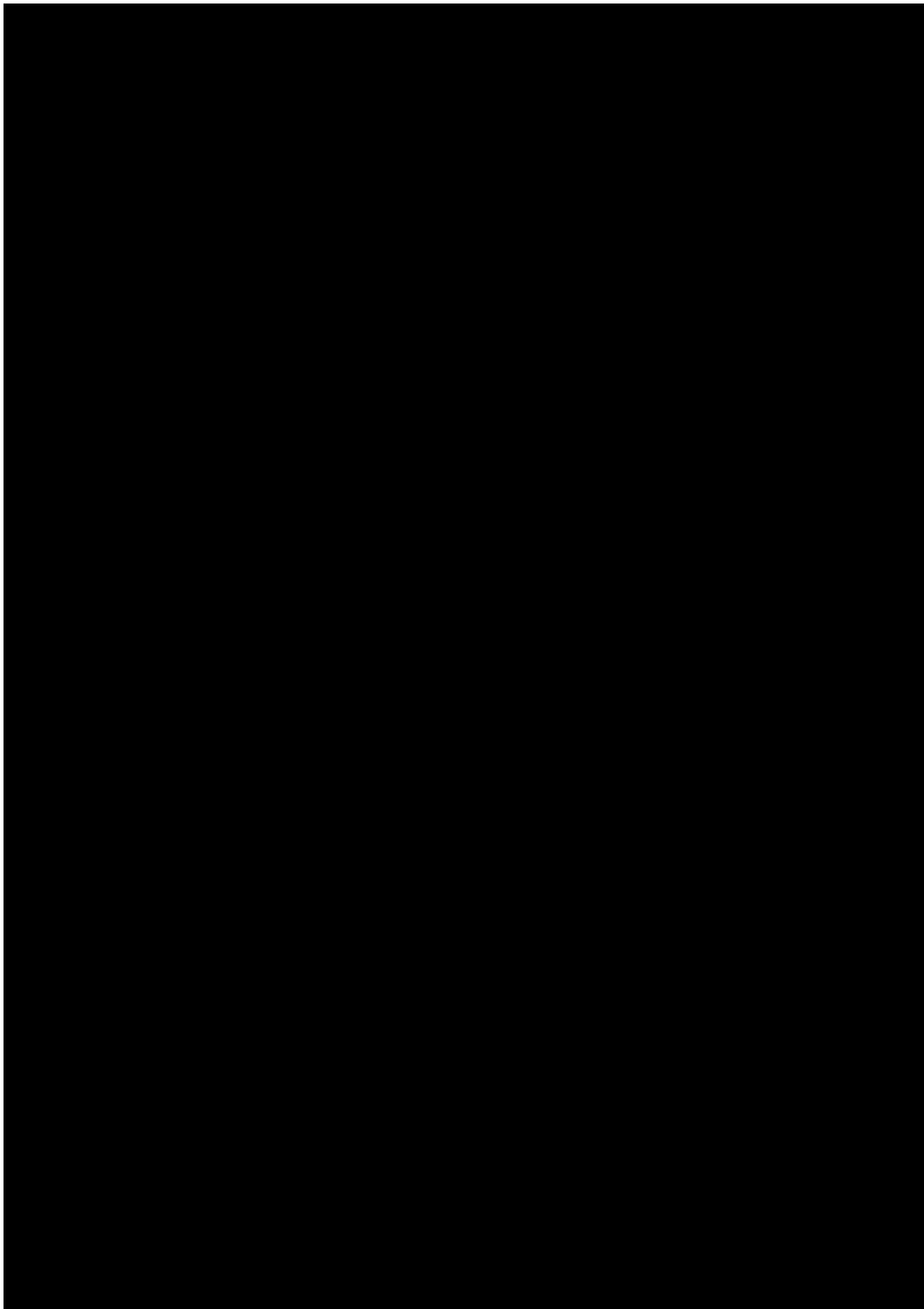
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Clarification Questions – 22/11/2021





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Data protection

We will follow and comply with GDPR legislation. Specifically, we do recognise for the purposes of this work, that the FSA as commissioning authority will take the role of data controller and as such will have responsibility for declaring the lawful basis and purpose for data processing of data that it has collected. We also appreciate that this relationship implies that the FSA has the responsibility to demonstrate the compliance of processing activities carried out by Infoculture in the role of data processor. There may be other similar relationships involved in the development of a multi-organisational network of organisations involved in the honey supply chain. However, in the first instance, the primary concern is that of the relationship between the FSA as commissioning authority and Infoculture as responsible data processor. As the more detailed planning and scoping of the project occurs we anticipate these relationships being formalised in further detail. If this necessitates a Privacy Impact Assessment (PIA), and a privacy notice, then that is not a problem. We have stated that we see the technical solution evolving in parallel with a variable business model. This implies not just economic factors, but standards and protocols, and also GDPR legislative compliance.

Data security

We hereby state that we will have the human and technical resources in place to ensure GDPR compliance. Infoculture will take responsibility for ensuring this compliance and will produce a supervisory policy checklist which will include regular monitoring that processes are being followed and these checks will be included in the periodic reporting that will take place with the FSA during the course of the project. Technical development will be led by [REDACTED] and his team at Contained. This team has a solid track record as a FinTech business of delivering secure GDPR-compliant data-centric projects. Collectively we will share our GDPR policy and Data Protection Impact Assessment Policy (DPIA) documents during the contract agreement process if selected. These documents (both around 10 pages) cover all of the items listed in the specification document and more.

		£ -
		£ -

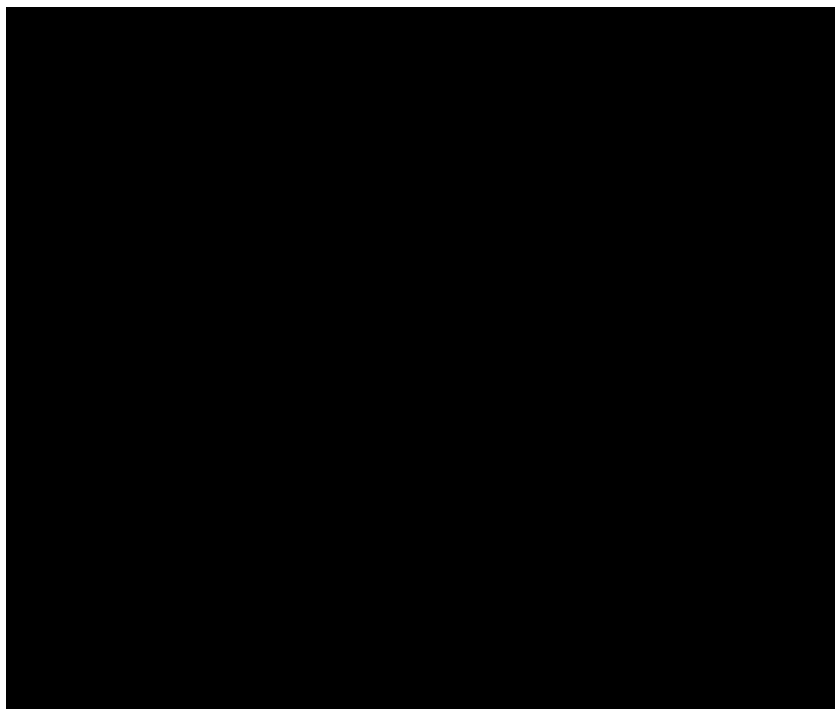
Total Project Costs (excluding VAT) **	£ 50,000.00
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* Please indicate zero, exempt or standard rate. VAT charges not identified above will not be paid by the FSA

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

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

**Project Costs Summary (Automatically
calculated)**



Total Project Costs	£ 50,000.00
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COST OR VOLUME DISCOUNTS - INNOVATION

The Food Standards Agency collaborates with our suppliers to improve efficiency and performance to save the taxpayer money.

A tenderer should include in his tender the extent of any discounts or rebates offered against their normal day rates or other

costs during each year of the contract. Please provide full details below:

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SIGNATURE		
NAME		
DATE		

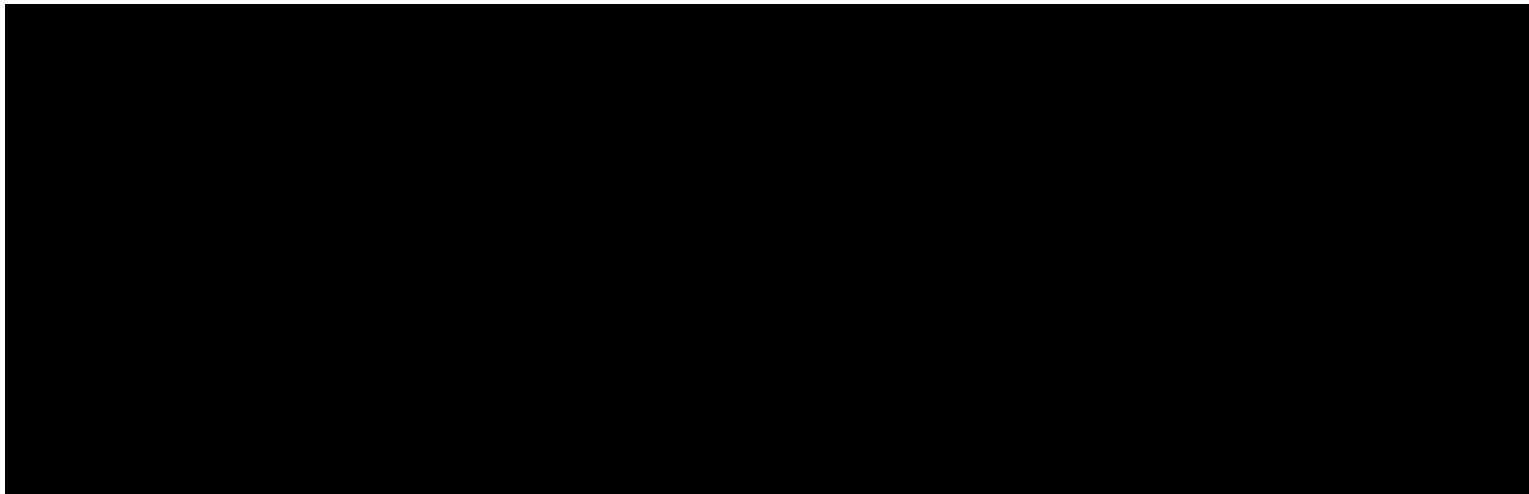
Staff Costs Table

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

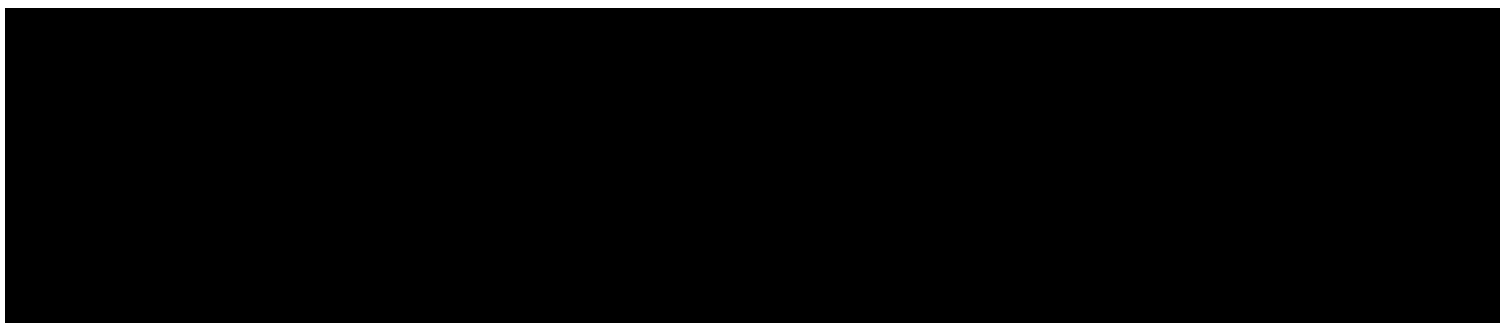
Please insert as many lines as necessary for the individuals in the project team.

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

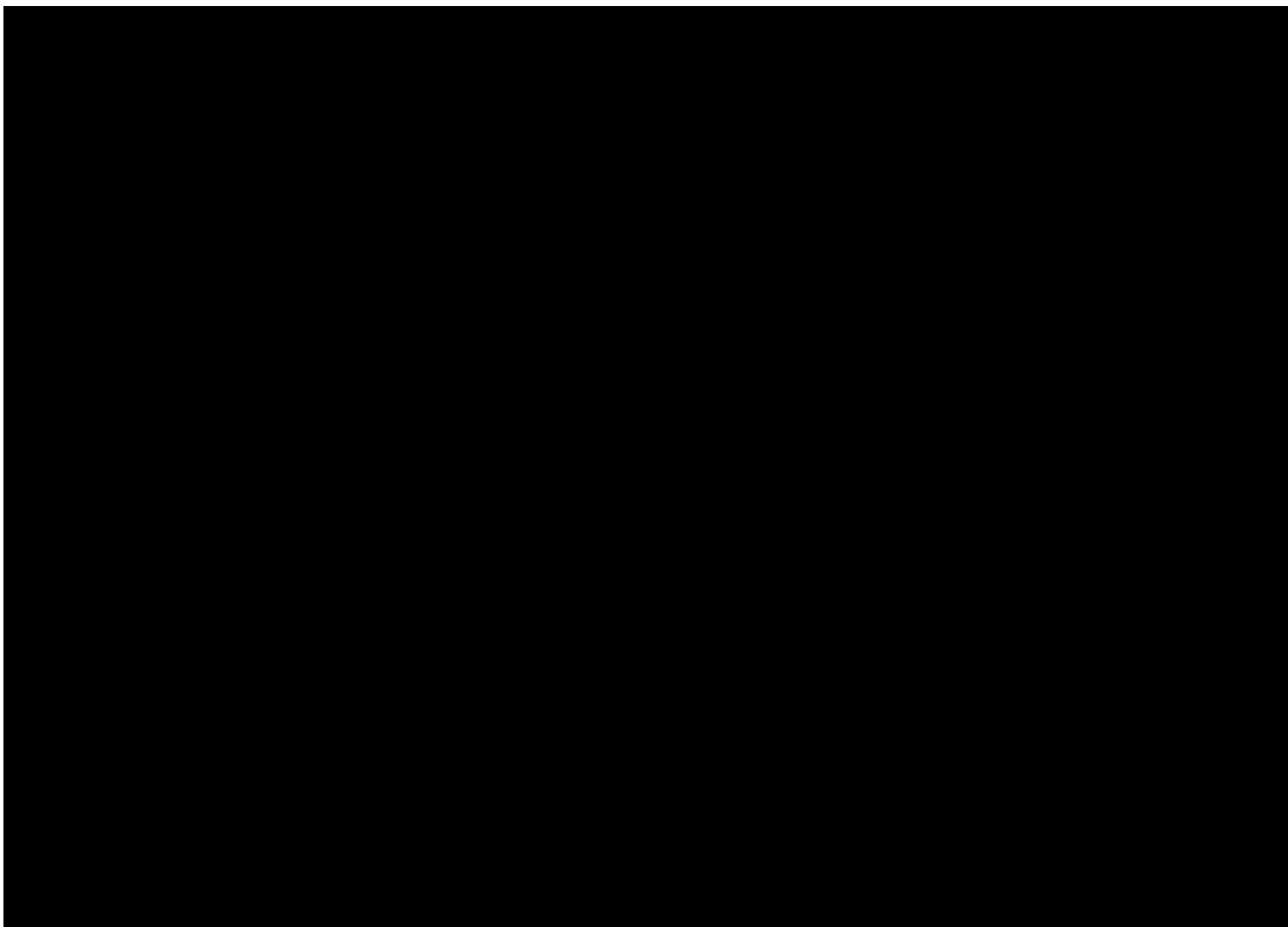
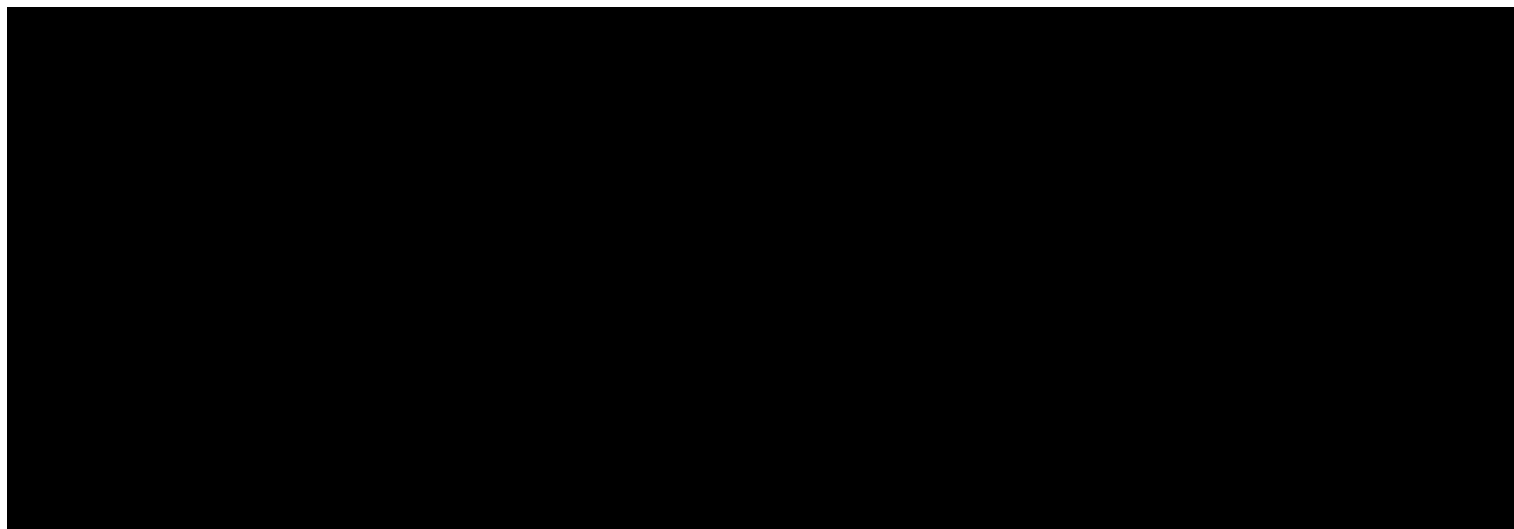
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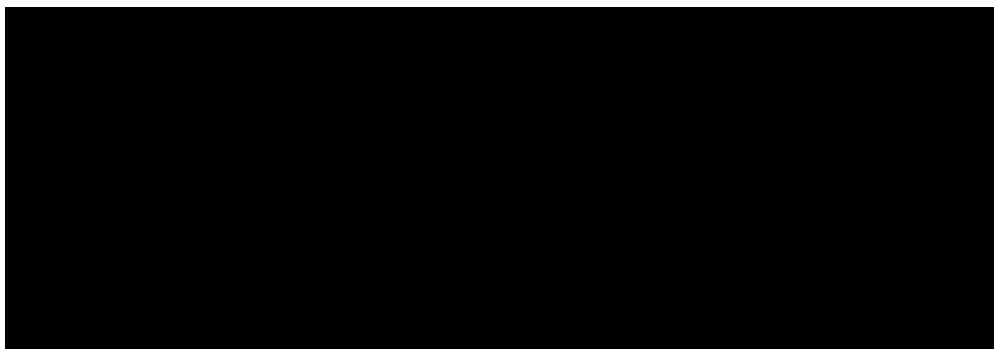
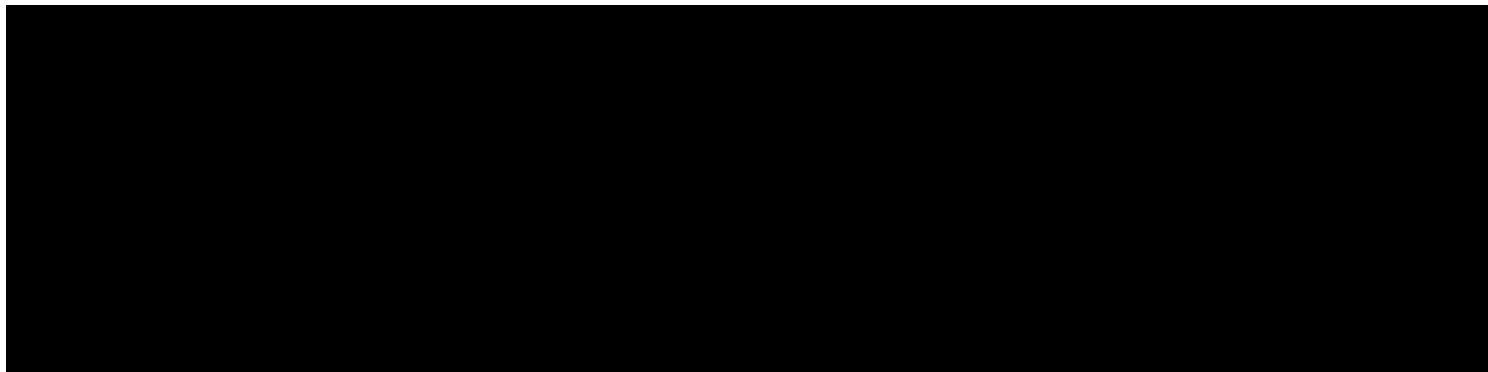
Consumable/Equipment Costs



Travel and Subsistence Costs



Total	£ 50,000.00
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Short form Terms

1. Definitions used in the Contract

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

"Central Government Body"	means a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics: a) Government Department; b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal); c) Non-Ministerial Department; or d) Executive Agency;
"Charges"	means the charges for the Deliverables as specified in the Order Form;
"Confidential Information"	means all information, whether written or oral (however recorded), provided by the disclosing Party to the receiving Party and which (i) is known by the receiving Party to be confidential; (ii) is marked as or stated to be confidential; or (iii) ought reasonably to be considered by the receiving Party to be confidential;
"Contract"	means the contract between (i) the Buyer and (ii) the Supplier which is created by the Supplier's counter signing the Order Form and includes the Order Form and Annexes;
"Controller"	has the meaning given to it in the GDPR;
"Buyer"	means the person identified in the letterhead of the Order Form;
"Date of Delivery"	means that date by which the Deliverables must be delivered to the Buyer, as specified in the Order Form;
"Buyer Cause"	any breach of the obligations of the Buyer or any other default, act, omission, negligence or statement of the Buyer, of its employees, servants, agents in connection with or in relation to the subject-matter of the Contract and in respect of which the Buyer is liable to the Supplier;

"Data Protection Legislation"	(i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the Data Protection Act 2018 to the extent that it relates to processing
"Data Protection Impact Assessment"	of personal data and privacy; (iii) all applicable Law about the processing of personal data and privacy; an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data;
"Data Protection Officer"	has the meaning given to it in the GDPR;
"Data Subject"	has the meaning given to it in the GDPR;
"Data Loss Event"	any event that results, or may result, in unauthorised access to Personal Data held by the Supplier under this Contract, and/or actual or potential loss and/or destruction of Personal Data in breach of this Contract, including any Personal Data Breach;
"Data Subject Access Request"	a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;
"Deliver"	means hand over the Deliverables to the Buyer at the address and on the date specified in the Order Form, which shall include unloading and any other specific arrangements agreed in accordance with Clause []. Delivered and Delivery shall be construed accordingly;
"Existing IPR"	any and all intellectual property rights that are owned by or licensed to either Party and which have been developed independently of the Contract (whether prior to the date of the Contract or otherwise);
"Expiry Date"	means the date for expiry of the Contract as set out in the Order Form;
"FOIA"	means the Freedom of Information Act 2000 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation;

"Force Majeure Event" any event, occurrence, circumstance, matter or cause affecting the performance by either Party of its obligations under the Contract arising from acts, events, omissions, happenings or non-happenings beyond its reasonable control which prevent or materially delay it from performing its obligations under the Contract but excluding: i) any industrial dispute relating to the Supplier, the Supplier Staff (including any subsets of them) or any other failure in the Supplier or the Subcontractor's supply chain; ii) any event, occurrence, circumstance, matter or cause which is attributable to the wilful act, neglect or failure to take reasonable precautions against it by the Party concerned; and iii) any failure of delay caused by a lack of funds;

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

IPR;

"Order Form"	means the letter from the Buyer to the Supplier printed above these terms and conditions;
"Party"	the Supplier or the Buyer (as appropriate) and "Parties" shall mean both of them;
"Personal Data"	has the meaning given to it in the GDPR;
"Personal Data Breach"	has the meaning given to it in the GDPR;
"Processor"	has the meaning given to it in the GDPR;
"Purchase Order Number"	means the Buyer's unique number relating to the order for Deliverables to be supplied by the Supplier to the Buyer in accordance with the terms of the Contract;
"Regulations"	the Public Contracts Regulations 2015 and/or the Public Contracts (Scotland) Regulations 2015 (as the context requires) as amended from time to time;
"Request for Information"	has the meaning set out in the FOIA or the Environmental Information Regulations 2004 as relevant (where the meaning set out for the term "request" shall apply);
"Services"	means the services to be supplied by the Supplier to the Buyer under the Contract;
"Specification"	means the specification for the Deliverables to be supplied by the Supplier to the Buyer (including as to quantity, description and quality) as specified in the Order Form;
"Staff"	means all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any sub-contractor of the Supplier engaged in the performance of the Supplier's obligations under the Contract;
"Staff Vetting Procedures"	means vetting procedures that accord with good industry practice or, where applicable, the Buyer's procedures for the vetting of personnel as provided to the Supplier from time to time;
"Subprocessor"	any third Party appointed to process Personal Data on behalf of the Supplier related to the Contract;

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"Supplier Staff"	all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any Subcontractor engaged in the performance of the Supplier's obligations under a Contract;
"Supplier"	means the person named as Supplier in the Order Form;
"Term"	means the period from the start date of the Contract set out in the Order Form to the Expiry Date as such period may be extended in accordance with clause [] or terminated in accordance with the terms and conditions of the Contract;
"US-EU Privacy Shield Register"	a list of companies maintained by the United States of America Department for Commerce that have self-certified their commitment to adhere to the European legislation relating to the processing of personal data to non-EU countries which is available online at: https://www.privacyshield.gov/list ;

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

2. Understanding the Contract

In the Contract, unless the context otherwise requires:

- 2.1 references to numbered clauses are references to the relevant clause in these terms and conditions;
- 2.2 any obligation on any Party not to do or omit to do anything shall include an obligation not to allow that thing to be done or omitted to be done;
- 2.3 the headings in this Contract are for information only and do not affect the interpretation of the Contract;
- 2.4 references to "writing" include printing, display on a screen and electronic transmission and other modes of representing or reproducing words in a visible form;
- 2.5 the singular includes the plural and vice versa;
- 2.6 a reference to any law includes a reference to that law as amended, extended, consolidated or re-enacted from time to time and to any legislation or bylaw made under that law; and
- 2.7 the word 'including', "for example" and similar words shall be understood as if they were immediately followed by the words "without limitation".

3. How the Contract works

- 3.1 The Order Form is an offer by the Buyer to purchase the Deliverables subject to and in accordance with the terms and conditions of the Contract.
- 3.2 The Supplier is deemed to accept the offer in the Order Form when the Buyer receives a copy of the Order Form signed by the Supplier.

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

4. What needs to be delivered

4.1 All Deliverables

- (a) The Supplier must provide Deliverables: (i) in accordance with the Specification; (ii) to a professional standard; (iii) using reasonable skill and care; (iv) using Good Industry Practice; (v) using its own policies, processes and internal quality control measures as long as they don't conflict with the Contract; (vi) on the dates agreed; and (vii) that comply with all law.
- (b) The Supplier must provide Deliverables with a warranty of at least 90 days (or longer where the Supplier offers a longer warranty period to its Buyers) from Delivery against all obvious defects.

4.2 Goods clauses

- (a) All Goods delivered must be new, or as new if recycled, unused and of recent origin.
- (b) All manufacturer warranties covering the Goods must be assignable to the Buyer on request and for free.
- (c) The Supplier transfers ownership of the Goods on completion of delivery (including off-loading and stacking) or payment for those Goods, whichever is earlier.
- (d) Risk in the Goods transfers to the Buyer on delivery, but remains with the Supplier if the Buyer notices damage following delivery and lets the Supplier know within three Working Days of delivery.
- (e) The Supplier warrants that it has full and unrestricted ownership of the Goods at the time of transfer of ownership.
- (f) The Supplier must deliver the Goods on the date and to the specified location during the Buyer's working hours.
- (g) The Supplier must provide sufficient packaging for the Goods to reach the point of delivery safely and undamaged.
- (h) All deliveries must have a delivery note attached that specifies the order number, type and quantity of Goods.
- (i) The Supplier must provide all tools, information and instructions the Buyer needs to make use of the Goods.
- (j) The Supplier will notify the Buyer of any request that Goods are returned to it or the manufacturer after the discovery of safety issues or defects that might endanger health or hinder performance and shall indemnify the Buyer against the costs arising as a result of any such request.
- (k) The Buyer can cancel any order or part order of Goods which has not been delivered. If the Buyer gives less than 14 days' notice then it will pay the Supplier's reasonable and proven costs already incurred on the cancelled order as long as the Supplier takes all reasonable steps to minimise these costs.
- (l) The Supplier must at its own cost repair, replace, refund or substitute (at the Buyer's option and request) any Goods that the Buyer rejects

because they don't conform with clause 4.2. If the Supplier doesn't do this it will pay the Buyer's costs including repair or re-supply by a third party.

- (m) The Buyer will not be liable for any actions, claims, costs and expenses incurred by the Supplier or any third party during delivery of the Goods unless and to the extent that it is caused by negligence or other wrongful act of the Buyer or its servant or agent. If the Buyer suffers or incurs any damage or injury (whether fatal or otherwise) occurring in the course of delivery or installation then the Supplier shall indemnify from any losses, charges costs or expenses which arise as a result of or in connection with such damage or injury where it is attributable to any act or omission of the Supplier or any of its [sub-suppliers].

4.3 Services clauses

- (a) Late delivery of the Services will be a default of the Contract.
- (b) The Supplier must co-operate with the Buyer and third party suppliers on all aspects connected with the delivery of the Services and ensure that Supplier Staff comply with any reasonable instructions including any security requirements.
- (c) The Buyer must provide the Supplier with reasonable access to its premises at reasonable times for the purpose of supplying the Services
- (d) The Supplier must at its own risk and expense provide all equipment required to deliver the Services. Any equipment provided by the Buyer to the Supplier for supplying the Services remains the property of the Buyer and is to be returned to the Buyer on expiry or termination of the Contract.
- (e) The Supplier must allocate sufficient resources and appropriate expertise to the Contract.
- (f) The Supplier must take all reasonable care to ensure performance does not disrupt the Buyer's operations, employees or other contractors.
- (g) On completion of the Services, the Supplier is responsible for leaving the Buyer's premises in a clean, safe and tidy condition and making good any damage that it has caused to the Buyer's premises or property, other than fair wear and tear.
- (h) The Supplier must ensure all Services, and anything used to deliver the Services, are of good quality [and free from defects].
- (i) The Buyer is entitled to withhold payment for partially or undelivered Services, but doing so does not stop it from using its other rights under the Contract.

5. Pricing and payments

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

5.2 All Charges:

The Short form Contract

- (a) exclude VAT, which is payable on provision of a valid VAT invoice;
 - (b) include all costs connected with the supply of Deliverables.
- 5.3 The Buyer must pay the Supplier the charges within 30 days of receipt by the Buyer of a valid, undisputed invoice, in cleared funds to the Supplier's account stated in the Order Form.
- 5.4 A Supplier invoice is only valid if it:
 - (a) includes all appropriate references including the Purchase Order Number and other details reasonably requested by the Buyer;
 - (b) includes a detailed breakdown of Deliverables which have been delivered (if any).
- 5.5 If there is a dispute between the Parties as to the amount invoiced, the Buyer shall pay the undisputed amount. The Supplier shall not suspend the provision of the Deliverables unless the Supplier is entitled to terminate the Contract for a failure to pay undisputed sums in accordance with clause 11.6. Any disputed amounts shall be resolved through the dispute resolution procedure detailed in clause 33.
- 5.6 The Buyer may retain or set-off payment of any amount owed to it by the Supplier if notice and reasons are provided.
- 5.7 The Supplier must ensure that all subcontractors are paid, in full, within 30 days of receipt of a valid, undisputed invoice. If this doesn't happen, the Buyer can publish the details of the late payment or non-payment.
- 6. The Buyer's obligations to the Supplier**
- 6.1 If Supplier fails to comply with the Contract as a result of a Buyer Cause:
 - (a) the Buyer cannot terminate the Contract under clause 11;
 - (b) the Supplier is entitled to reasonable and proven additional expenses and to relief from liability under this Contract;
 - (c) the Supplier is entitled to additional time needed to deliver the Deliverables;
 - (d) the Supplier cannot suspend the ongoing supply of Deliverables.
- 6.2 Clause 6.1 only applies if the Supplier:
 - (a) gives notice to the Buyer within 10 Working Days of becoming aware;
 - (b) demonstrates that the failure only happened because of the Buyer Cause;
 - (c) mitigated the impact of the Buyer Cause.
- 7. Record keeping and reporting**
- 7.1 The Supplier must ensure that suitably qualified representatives attend progress meetings with the Buyer and provide progress reports when specified in the Order Form.
- 7.2 The Supplier must keep and maintain full and accurate records and accounts on everything to do with the Contract for seven years after the

date of expiry or termination of the Contract.

- 7.3 The Supplier must allow any auditor appointed by the Buyer access to their premises to verify all contract accounts and records of everything to do with the Contract and provide copies for the audit.
- 7.4 The Supplier must provide information to the auditor and reasonable co-operation at their request.
- 7.5 If the Supplier is not providing any of the Deliverables, or is unable to provide them, it must immediately:
- (a) tell the Buyer and give reasons;
 - (b) propose corrective action;
 - (c) provide a deadline for completing the corrective action.
- 7.6 If the Buyer, acting reasonably, is concerned as to the financial stability of the Supplier such that it may impact on the continued performance of the Contract then the Buyer may:
- (a) require that the Supplier provide to the Buyer (for its approval) a plan setting out how the Supplier will ensure continued performance of the Contract and the Supplier will make changes to such plan as reasonably required by the Buyer and once it is agreed then the Supplier shall act in accordance with such plan and report to the Buyer on demand
 - (b) if the Supplier fails to provide a plan or fails to agree any changes which are requested by the Buyer or fails to implement or provide updates on progress with the plan, terminate the Contract immediately for material breach (or on such date as the Buyer notifies).

8. Supplier staff

- 8.1 The Supplier Staff involved in the performance of the Contract must:
- (a) be appropriately trained and qualified;
 - (b) be vetted using Good Industry Practice and in accordance with the [instructions issued by the Buyer in the Order Form] [Staff Vetting Procedures];
 - (c) comply with all conduct requirements when on the Buyer's premises.
- 8.2 Where a Buyer decides one of the Supplier's Staff isn't suitable to work on the Contract, the Supplier must replace them with a suitably qualified alternative.
- 8.3 If requested, the Supplier must replace any person whose acts or omissions have caused the Supplier to breach clause 8.
- 8.4 The Supplier must provide a list of Supplier Staff needing to access the Buyer's premises and say why access is required.
- 8.5 The Supplier indemnifies the Buyer against all claims brought by any person employed by the Supplier caused by an act or omission of the

Supplier or any Supplier Staff.

- 8.6 The Supplier shall use those persons nominated in the Order Form (if any) to provide the Deliverables and shall not remove or replace any of them unless:
- (a) requested to do so by the Buyer (not to be unreasonably withheld or delayed);
 - (b) the person concerned resigns, retires or dies or is on maternity or long-term sick leave; or
 - (c) the person's employment or contractual arrangement with the Supplier or any subcontractor is terminated for material breach of contract by the employee.

9. Rights and protection

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

10. Intellectual Property Rights (IPRs)

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

- 10.2 Any New IPR created under the Contract is owned by the Buyer. The Buyer gives the Supplier a licence to use any Existing IPRs for the purpose of fulfilling its obligations under the Contract and a perpetual, royalty-free, non-exclusive licence to use any New IPRs.
- 10.3 Where a Party acquires ownership of intellectual property rights incorrectly under this Contract it must do everything reasonably necessary to complete a transfer assigning them in writing to the other Party on request and at its own cost.
- 10.4 Neither Party has the right to use the other Party's intellectual property rights, including any use of the other Party's names, logos or trademarks, except as provided in clause 10 or otherwise agreed in writing.
- 10.5 If any claim is made against the Buyer for actual or alleged infringement of a third party's intellectual property arising out of, or in connection with, the supply or use of the Deliverables (an "**IPR Claim**"), then the Supplier indemnifies the Buyer against all losses, damages, costs or expenses (including professional fees and fines) incurred as a result of the IPR Claim.
- 10.6 If an IPR Claim is made or anticipated the Supplier must at its own expense and the Buyer's sole option, either:
- (a) obtain for the Buyer the rights in clauses 10.1 and 10.2 without infringing any third party intellectual property rights;
 - (b) replace or modify the relevant item with substitutes that don't infringe intellectual property rights without adversely affecting the functionality or performance of the Deliverables.

11. Ending the contract

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

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

11.3 Ending the Contract without a reason

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

11.4 When the Buyer can end the Contract

- (a) If any of the following events happen, the Buyer has the right to immediately terminate its Contract by issuing a termination notice in writing to the Supplier:
- (i) there's a Supplier Insolvency Event;
 - (ii) if the Supplier repeatedly breaches the Contract in a way to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms and

- conditions of the Contract;
 - (iii) if the Supplier is in material breach of any obligation which is capable of remedy, and that breach is not remedied within 30 days of the Supplier receiving notice specifying the breach and requiring it to be remedied;
 - (iv) there's a change of control (within the meaning of section 450 of the Corporation Tax Act 2010) of the Supplier which isn't pre-approved by the Buyer in writing;
 - (v) if the Buyer discovers that the Supplier was in one of the situations in 57(1) or 57(2) of the Regulations at the time the Contract was awarded;
 - (vi) the Court of Justice of the European Union uses Article 258 of the Treaty on the Functioning of the European Union (TFEU) to declare that the Contract should not have been awarded to the Supplier because of a serious breach of the TFEU or the Regulations;
 - (vii) the Supplier or its affiliates embarrass or bring the Buyer into disrepute or diminish the public trust in them.
- (b) If any of the events in 73(1) (a) to (c) of the Regulations (substantial modification, exclusion of the Supplier, procurement infringement) happen, the Buyer has the right to immediately terminate the Contract and clause 11.5(b) to 11.5(g) applies.

11.5 What happens if the Contract ends

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

- (a) the Supplier is responsible for the Buyer's reasonable costs of procuring replacement deliverables for the rest of the term of the Contract;
- (b) the Buyer's payment obligations under the terminated Contract stop immediately;
- (c) accumulated rights of the Parties are not affected;
- (d) the Supplier must promptly delete or return the Government Data except where required to retain copies by law;
- (e) the Supplier must promptly return any of the Buyer's property provided under the Contract;
- (f) the Supplier must, at no cost to the Buyer, give all reasonable assistance to the Buyer and any incoming supplier and co-operate fully in the handover and re-procurement;
- (g) the following clauses survive the termination of the Contract: [3.2.10, 6, 7.2, 9, 11, 14, 15, 16, 17, 18, 34, 35] and any clauses which are expressly or by implication intended to continue.

11.6 When the Supplier can end the Contract

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

within 30 days of the date of the reminder notice.

- (b) If a Supplier terminates the Contract under clause 11.6(a):
 - (i) the Buyer must promptly pay all outstanding charges incurred to the Supplier;
 - (ii) the Buyer must pay the Supplier reasonable committed and unavoidable losses as long as the Supplier provides a fully itemised and costed schedule with evidence - the maximum value of this payment is limited to the total sum payable to the Supplier if the Contract had not been terminated;
 - (iii) clauses 11.5(d) to 11.5(g) apply.

11.7 Partially ending and suspending the Contract

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






12. How much you can be held responsible for

- 12.1 Each Party's total aggregate liability under or in connection with the Contract (whether in tort, contract or otherwise) is no more than 125% of the Charges paid or payable to the Supplier.
- 12.2 No Party is liable to the other for:
 - (a) any indirect losses;
 - (b) loss of profits, turnover, savings, business opportunities or damage to goodwill (in each case whether direct or indirect).
- 12.3 In spite of clause 12.1, neither Party limits or excludes any of the following:
 - (a) its liability for death or personal injury caused by its negligence, or that of its employees, agents or subcontractors;
 - (b) its liability for bribery or fraud or fraudulent misrepresentation by it or its employees;
 - (c) any liability that cannot be excluded or limited by law.
- 12.4 In spite of clause 12.1, the Supplier does not limit or exclude its liability for any indemnity given under clauses 4.2(j), 4.2(m), 8.5, 9.3, 10.5, 13.2, 14.26(e) or 30.2(b).
- 12.5 Each Party must use all reasonable endeavours to mitigate any loss or damage which it suffers under or in connection with the Contract, including

any indemnities.

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

13. Obeying the law

- 13.1 The Supplier must, in connection with provision of the Deliverables, use reasonable endeavours to:
- (a) comply and procure that its subcontractors comply with the Supplier Code of Conduct appearing at


 and such other corporate social responsibility requirements as the Buyer may notify to the Supplier from time to time;
 - (b) support the Buyer in fulfilling its Public Sector Equality duty under S149 of the Equality Act 2010;
 - (c) not use nor allow its subcontractors to use modern slavery, child labour or inhumane treatment;
 - (d) meet the applicable Government Buying Standards applicable to Deliverables which can be found online at: [_](#)


- 13.2 The Supplier indemnifies the Buyer against any costs resulting from any default by the Supplier relating to any applicable law to do with the Contract.
- 13.3 The Supplier must appoint a Compliance Officer who must be responsible for ensuring that the Supplier complies with Law, Clause 13.1 and Clauses 27 to 32
- 13.4 "Compliance Officer" the person(s) appointed by the Supplier who is responsible for ensuring that the Supplier complies with its legal obligations;
- ### **14. Data protection**
- 14.1 The Buyer is the Controller and the Supplier is the Processor for the purposes of the Data Protection Legislation.
- 14.2 The Supplier must process Personal Data and ensure that Supplier Staff process Personal Data only in accordance with this Contract.
- 14.3 The Supplier must not remove any ownership or security notices in or relating to the Government Data.
- 14.4 The Supplier must make accessible back-ups of all Government Data, stored in an agreed off-site location and send the Buyer copies every six Months.

- 14.5 The Supplier must ensure that any Supplier system holding any Government Data, including back-up data, is a secure system that complies with the security requirements specified [in writing] by the Buyer.
- 14.6 If at any time the Supplier suspects or has reason to believe that the Government Data provided under the Contract is corrupted, lost or sufficiently degraded, then the Supplier must notify the Buyer and immediately suggest remedial action.
- 14.7 If the Government Data is corrupted, lost or sufficiently degraded so as to be unusable the Buyer may either or both:
- (a) tell the Supplier to restore or get restored Government Data as soon as practical but no later than five Working Days from the date that the Buyer receives notice, or the Supplier finds out about the issue, whichever is earlier;
 - (b) restore the Government Data itself or using a third party.
- 14.8 The Supplier must pay each Party's reasonable costs of complying with clause 14.7 unless the Buyer is at fault.
- 14.9 Only the Buyer can decide what processing of Personal Data a Supplier can do under the Contract and must specify it for the Contract using the template in Annex 1 of the Order Form (*Authorised Processing*).
- 14.10 The Supplier must only process Personal Data if authorised to do so in the Annex to the Order Form (*Authorised Processing*) by the Buyer. Any further written instructions relating to the processing of Personal Data are incorporated into Annex 1 of the Order Form.
- 14.11 The Supplier must give all reasonable assistance to the Buyer in the preparation of any Data Protection Impact Assessment before starting any processing, including:
- (a) a systematic description of the expected processing and its purpose;
 - (b) the necessity and proportionality of the processing operations;
 - (c) the risks to the rights and freedoms of Data Subjects;
 - (d) the intended measures to address the risks, including safeguards, security measures and mechanisms to protect Personal Data.

- 14.12 The Supplier must notify the Buyer immediately if it thinks the Buyer's instructions breach the Data Protection Legislation.
- 14.13 The Supplier must put in place appropriate Protective Measures to protect against a Data Loss Event which must be approved by the Buyer.
- 14.14 If lawful to notify the Buyer, the Supplier must notify it if the Supplier is required to process Personal Data by Law promptly and before processing it.
- 14.15 The Supplier must take all reasonable steps to ensure the reliability and integrity of any Supplier Staff who have access to the Personal Data and ensure that they:
- (a) are aware of and comply with the Supplier's duties under this clause 11;
 - (b) are subject to appropriate confidentiality undertakings with the Supplier or any Subprocessor;
 - (c) are informed of the confidential nature of the Personal Data and do not provide any of the Personal Data to any third Party unless directed in writing to do so by the Buyer or as otherwise allowed by the Contract;
 - (d) have undergone adequate training in the use, care, protection and handling of Personal Data.
- 14.16 The Supplier must not transfer Personal Data outside of the EU unless all of the following are true:
- (a) it has obtained prior written consent of the Buyer;
 - (b) the Buyer has decided that there are appropriate safeguards (in accordance with Article 46 of the GDPR);
 - (c) the Data Subject has enforceable rights and effective legal remedies when transferred;
 - (d) the Supplier meets its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred;
 - (e) where the Supplier is not bound by Data Protection Legislation it must use its best endeavours to help the Buyer meet its own obligations under Data Protection Legislation; and
 - (f) the Supplier complies with the Buyer's reasonable prior instructions about the processing of the Personal Data.
- 14.17 The Supplier must notify the Buyer immediately if it:
- (a) receives a Data Subject Access Request (or purported Data Subject Access Request);
 - (b) receives a request to rectify, block or erase any Personal Data;
 - (c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
 - (d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Contract;
 - (e) receives a request from any third Party for disclosure of Personal Data where compliance with the request is required or claims to be required by Law;
 - (f) becomes aware of a Data Loss Event.

- 14.18 Any requirement to notify under clause 14.17 includes the provision of further information to the Buyer in stages as details become available.
- 14.19 The Supplier must promptly provide the Buyer with full assistance in relation to any Party's obligations under Data Protection Legislation and any complaint, communication or request made under clause 14.17. This includes giving the Buyer:
- (a) full details and copies of the complaint, communication or request;
 - (b) reasonably requested assistance so that it can comply with a Data Subject Access Request within the relevant timescales in the Data Protection Legislation;
 - (c) any Personal Data it holds in relation to a Data Subject on request;
 - (d) assistance that it requests following any Data Loss Event;
 - (e) assistance that it requests relating to a consultation with, or request from, the Information Commissioner's Office.
- 14.20 The Supplier must maintain full, accurate records and information to show it complies with this clause 14. This requirement does not apply where the Supplier employs fewer than 250 staff, unless either the Buyer determines that the processing:
- (a) is not occasional;
 - (b) includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR;
 - (c) is likely to result in a risk to the rights and freedoms of Data Subjects.
- 14.21 The Supplier must appoint a Data Protection Officer responsible for observing its obligations in this Schedule and give the Buyer their contact details.
- 14.22 Before allowing any Subprocessor to process any Personal Data, the Supplier must:
- (a) notify the Buyer in writing of the intended Subprocessor and processing;
 - (b) obtain the written consent of the Buyer;
 - (c) enter into a written contract with the Subprocessor so that this clause 14 applies to the Subprocessor;
 - (d) provide the Buyer with any information about the Subprocessor that the Buyer reasonably requires.
- 14.23 The Supplier remains fully liable for all acts or omissions of any Subprocessor.
- 14.24 At any time the Buyer can, with 30 Working Days notice to the Supplier, change this clause 14 to:
- (a) replace it with any applicable standard clauses (between the controller and processor) or similar terms forming part of an applicable certification scheme under GDPR Article 42;
 - (b) ensure it complies with guidance issued by the Information Commissioner's Office.
- 14.25 The Parties agree to take account of any non-mandatory guidance issued by the Information Commissioner's Office.
- 14.26 The Supplier:
- (a) must provide the Buyer with all Government Data in an agreed open format within 10 Working Days of a written request;

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

15. What you must keep confidential

15.1 Each Party must:

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

15.2 In spite of clause 15.1, a Party may disclose Confidential Information which it receives from the disclosing Party in any of the following instances:

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

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

15.4 The Buyer may disclose Confidential Information in any of the following cases:

- (a) on a confidential basis to the employees, agents, consultants and contractors of the Buyer;
- (b) on a confidential basis to any other Central Government Body, any successor body to a Central Government Body or any company that the Buyer transfers or proposes to transfer all or any part of its business to;
- (c) if the Buyer (acting reasonably) considers disclosure necessary or appropriate to carry out its public functions;
- (d) where requested by Parliament;

(e) under clauses 5.7 and 16.

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

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

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

16. When you can share information

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

16.2 Within the required timescales the Supplier must give the Buyer full co-operation and information needed so the Buyer can:

- (a) comply with any Freedom of Information Act (FOIA) request;
- (b) comply with any Environmental Information Regulations (EIR) request.

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

17. Invalid parts of the contract

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

18. No other terms apply

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

19. Other people's rights in a contract

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

20. Circumstances beyond your control

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

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

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

20.3 Where a Party terminates under clause 20.2:

- (a) each party must cover its own losses;
- (b) clause 11.5(b) to 11.5(g) applies.

21. Relationships created by the contract

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

22. Giving up contract rights

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

23. Transferring responsibilities

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

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

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

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

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

23.6 If the Buyer asks the Supplier for details about Subcontractors, the Supplier must provide details of Subcontractors at all levels of the supply chain including:

- (a) their name;
- (b) the scope of their appointment;
- (c) the duration of their appointment.

24. Changing the contract

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

25. How to communicate about the contract

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

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

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

26. Preventing fraud, bribery and corruption

- 26.1 The Supplier shall not:
- (a) commit any criminal offence referred to in the Regulations 57(1) and 57(2);
 - (b) offer, give, or agree to give anything, to any person (whether working for or engaged by the Buyer or any other public body) an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of the Contract or any other public function or for showing or refraining from showing favour or disfavour to any person in relation to the Contract or any other public function.
- 26.2 The Supplier shall take all reasonable steps (including creating, maintaining and enforcing adequate policies, procedures and records), in accordance with good industry practice, to prevent any matters referred to in clause 26.1 and any fraud by the Staff and the Supplier (including its shareholders, members and directors) in connection with the Contract and shall notify the Buyer immediately if it has reason to suspect that any such matters have occurred or is occurring or is likely to occur.
- 26.3 If the Supplier or the Staff engages in conduct prohibited by clause 26.1 or commits fraud in relation to the Contract or any other contract with the Crown (including the Buyer) the Buyer may:
- (a) terminate the Contract and recover from the Supplier the amount of any loss suffered by the Buyer resulting from the termination, including the cost reasonably incurred by the Buyer of making other arrangements for the supply of the Deliverables and any additional expenditure incurred by the Buyer throughout the remainder of the Contract; or
 - (b) recover in full from the Supplier any other loss sustained by the Buyer in consequence of any breach of this clause.

27. Equality, diversity and human rights

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

28. Health and safety

- 28.1 The Supplier must perform its obligations meeting the requirements of:
- (a) all applicable law regarding health and safety;

- (b) the Buyer's current health and safety policy while at the Buyer's premises, as provided to the Supplier.

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

29. Environment

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

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

30. Tax

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

30.2 Where the Supplier or any Supplier Staff are liable to be taxed or to pay National Insurance contributions in the UK relating to payment received under the Off Contract, the Supplier must both:

- (a) comply with the Income Tax (Earnings and Pensions) Act 2003 and all other statutes and regulations relating to income tax, the Social Security Contributions and Benefits Act 1992 (including IR35) and National Insurance contributions;
- (b) indemnify the Buyer against any Income Tax, National Insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made during or after the Contract Period in connection with the provision of the Deliverables by the Supplier or any of the Supplier Staff.

30.3 If any of the Supplier Staff are Workers who receive payment relating to the Deliverables, then the Supplier must ensure that its contract with the Worker contains the following requirements:

- (a) the Buyer may, at any time during the term of the Contract, request that the Worker provides information which demonstrates they comply with clause 30.2, or why those requirements do not apply, the Buyer can specify the information the Worker must provide and the deadline for responding;
- (b) the Worker's contract may be terminated at the Buyer's request if the Worker fails to provide the information requested by the Buyer within the time specified by the Buyer;
- (c) the Worker's contract may be terminated at the Buyer's request if the Worker provides information which the Buyer considers isn't good enough to demonstrate how it complies with clause 30.2 or confirms that the Worker is not complying with those requirements;
- (d) the Buyer may supply any information they receive from the Worker to HMRC for revenue collection and management.

31. Conflict of interest

31.1 The Supplier must take action to ensure that neither the Supplier nor the Supplier Staff are placed in the position of an actual or potential conflict between the financial or personal

duties of the Supplier or the Supplier Staff and the duties owed to the Buyer under the Contract, in the reasonable opinion of the Buyer.

- 31.2 The Supplier must promptly notify and provide details to the Buyer if a conflict of interest happens or is expected to happen.
- 31.3 The Buyer can terminate its Contract immediately by giving notice in writing to the Supplier or take any steps it thinks are necessary where there is or may be an actual or potential conflict of interest.

32. Reporting a breach of the contract

- 32.1 As soon as it is aware of it the Supplier and Supplier Staff must report to the Buyer any actual or suspected breach of law, clause 13.1, or clauses 26 to 31.
- 32.2 The Supplier must not retaliate against any of the Supplier Staff who in good faith reports a breach listed in clause 32.1.

33. Resolving disputes

- 33.1 If there is a dispute between the Parties, their senior representatives who have authority to settle the dispute will, within 28 days of a written request from the other Party, meet in good faith to resolve the dispute.
- 33.2 If the dispute is not resolved at that meeting, the Parties can attempt to settle it by mediation 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 33.3 to 33.5.
- 33.3 Unless the Buyer refers the dispute to arbitration using clause 33.4, the Parties irrevocably agree that the courts of England and Wales have the exclusive jurisdiction to:
 - (a) determine the dispute;
 - (b) grant interim remedies;
 - (c) grant any other provisional or protective relief.
- 33.4 The Supplier agrees that the Buyer has the exclusive right to refer any dispute to be finally resolved by arbitration under the London Court of International Arbitration Rules current at the time of the dispute. There will be only one arbitrator. The seat or legal place of the arbitration will be London and the proceedings will be in English.
- 33.5 The Buyer has the right to refer a dispute to arbitration even if the Supplier has started or has attempted to start court proceedings under clause 33.3, unless the Buyer has agreed to the court proceedings or participated in them. Even if court proceedings have started, the Parties must do everything necessary to ensure that the court proceedings are stayed in favour of any arbitration proceedings if they are started under clause 33.4.

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

34. Which law applies

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

APPENDIX A - VARIATION REQUEST FORM



Contract / Project Title:																			
Contract / Project Ref No (FS /FSA No):																			
Full Description of Variation Request: A full justification and impact assessment including any supplementary evidence must be provided. Any supporting information should be appended to this form.																			
Area (s) Impacted: - <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left; width: 15%;">Price Other</th> <th style="text-align: left; width: 15%;">Duration</th> <th style="text-align: left; width: 20%;">Price & Duration</th> <th style="text-align: left; width: 20%;">Scope of work</th> <th style="text-align: left; width: 30%;">Key Personnel</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>					Price Other	Duration	Price & Duration	Scope of work	Key Personnel	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
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Supplier Contact Details Supplier Name : Contact Name : Contact Address : : Telephone No : Email Address :																			
FSA Use Only (Business Area) Amount Approved: Authorised By:- Board <div style="display: flex; justify-content: space-around; margin-top: 10px;"> <input type="checkbox"/> Cost Centre Manager <input type="checkbox"/> Investment </div>																			

Signed :

Date of Approval:

Please submit this form to fsa.procurement@food.gov.uk

Procurement Use Only (confirm contract allows for requested variation)

Variation Request No:

Variation Request Approved by:

Date of Approval:

On full approval of this Request for Variation, Procurement will produce a Variation Form for agreement and approval by both parties to append to the Agreement / Contract.

APPENDIX B VARIATION FORM

PROJECT TITLE:

DATE:

VARIATION No:

BETWEEN:

The Food Standards Agency (hereinafter called “the Client”) & Infoculture Ltd (hereinafter called “the Supplier”)

1. The Contract is varied as follows:

Contract

x

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

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

SIGNED:

For: The Client

For: The Supplier

By:

By:

Full Name:

Full Name:

Position:

Title:

Date:

Date: