



**CONTRACT FOR THE PROVISION OF:**

**FS301068 Valuing FSA Research & Development**

This document forms the contract for the Services between;

**Food Standards Agency (“Client”) having its main or registered office at Foss House,  
Peasholme Green, York**

and

**Risksol Consulting Ltd t/a Risk Solutions (“Supplier”), Dallam Court, Dallam Lane,  
Warrington, WA2 7LT**

to be effective from 30<sup>th</sup> August 2018 until 30<sup>th</sup> October 2019 unless varied by extension.

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**CONTRACT**

**WHEREAS**

The Food Standards Agency has selected the Supplier to act as a Supplier in the performance of activities connected with the Project described on the title page of this contract, for The Food Standards Agency, the Supplier shall undertake to provide the same on the terms and conditions as set out in this Contract.

Unless and until directed otherwise, nothing in this Contract, shall be construed as giving a guarantee of any remunerative work whatsoever unless or until such work is requested and confirmed by means of a duly authorised Purchase Order.

**CROWN REPRESENTATIVES**

**Where any supplier has been adjudged to fall under the auspices of a “Crown Representative” then any resultant terms and conditions will be subject to, where appropriate, any central contracts and/or negotiation or procurement processes involving such suppliers.**

**IT IS AGREED AS FOLLOWS:**

**1. TERMS and CONDITIONS**

1.1 As used in this Contract:

- a) the terms and expressions set out in [Schedule 1](#) shall have the meanings set out therein;
- b) the masculine includes the feminine and the neuter;
- c) the singular includes the plural and vice versa; and
- d) the words “include”, “includes” and “including” are to be construed as if they were immediately followed by the words “without limitation”.

1.2. A reference to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended by any subsequent statute, enactment, order, regulation or instrument or as contained in any subsequent re-enactment thereof.

1.3. A reference to any document other than as specified in Clause 1.2 shall be construed as a reference to the document as at the date of execution of this Contract.

1.4. Headings are included in this Contract for ease of reference only and shall not affect the interpretation or construction of this Contract.

1.5. References to “Clauses” and “Schedules” are, unless otherwise provided, references to the Clauses of and Schedules to this Contract.

- 1.6. Terms or expressions contained in this Contract which are capitalised but which do not have an interpretation in [Schedule 1](#) shall be interpreted in accordance with the common interpretation within the legal services market where appropriate. Otherwise they shall be interpreted in accordance with the dictionary meaning.
- 1.7. In the event and to the extent only of any conflict or inconsistency in the provisions of the Clauses of this Contract and the provisions of the Schedules, the following order of precedence shall prevail:
  - a) the duly authorised Client Purchase Order;
  - b) the Schedules; and
  - c) this Contract

## 2. THE SERVICES

- 2.1. This Contract shall govern the overall relationship of the Supplier and the Client with respect to the provision of the Ordered Services.
- 2.2. The Supplier shall provide the Ordered Services and meet its responsibilities and obligations hereunder in accordance with the provisions of [Schedule 2](#) (Ordered Services) and [Schedule 3](#) (Specific Obligations).
- 2.3. Notwithstanding clause 2.1, the Supplier shall perform the Ordered Services to the agreed satisfaction of the Client's Representative.
- 2.4. The Supplier shall notify the Client as soon as it becomes aware of an event occurring or which it believes is likely to occur which will cause material delay to or materially impede the performance of any Ordered Services or any part thereof and the Supplier shall take all necessary steps consistent with good practice to obviate and/or minimise the delay to the Client.
- 2.5. In the event that the Supplier fails due to its Default to fulfill an obligation by the date specified in any Purchase Order for such fulfillment, the Supplier shall, at the request of the Client and without prejudice to the Client's other rights and remedies, arrange all such additional resources as are necessary to either obviate the delay or to fulfill the said obligation as early as practicable thereafter, at no additional charge to the Client.
- 2.6. In the event that any obligation of the Supplier specified in the Contract is delayed as a result of a Default by the Client, then:
  - a) The date associated with the relevant obligation(s) as specified in the Purchase Order (and the dates similarly associated with any subsequent obligations specified in the Purchase Order) shall be amended by a period of time equal to the period of such Client Default (or such other period as the parties agree in writing); and

- b) Both parties shall use all reasonable endeavors to obviate and/or mitigate the impact of such delay and to recover any resultant delay to the performance of the Ordered Services.
- 2.7. Nothing in this document, or any Purchase Order, shall have the effect of making the Supplier or any of the Supplier's other employees or agents, the employee of the Client.
- 2.8. Nothing in this document or any Purchase Order shall constitute the parties as partners of each other.

### **3. STANDARDS AND REGULATIONS**

- 3.1. The Supplier shall at all times comply with the Health and Safety provisions, security requirements and personal conduct obligations, of any premises visited and shall exercise all due care and attention when visiting such premises.
- 3.2. The Supplier shall comply with all applicable national and local laws and regulations (including Data Protection Requirements) and obtain and maintain at its own cost throughout the duration of the Contract all the consents (including Data Protection Requirements), licences, permits and approvals which are necessary for the Supplier to perform its duties under this Contract and to enable the provision of the Ordered Services.
- 3.3. Without prejudice to the provisions of Clause 3.2, the Supplier shall ensure that he/she does not work in excess of the working time limits specified in the Working Time Regulations 1998. The Supplier shall maintain appropriate records regarding their working hours. Without prejudice to the obligations under this Clause 3.3, the Supplier shall make available to the Client any information of which it is aware concerning appointments held by an individual concurrently with the obligations of this Contract.
- 3.4. The Supplier shall be responsible for the administration and deduction of any income tax and national insurance in respect of payments made to such individuals, including in respect of any obligations under the Pay As You Earn system. The Supplier will, or procure that its Sub-Suppliers will, account to the appropriate authorities for any income tax, national insurance (if any), VAT and all other liabilities, charges and duties arising out of any payment made to the Supplier under any Purchase Order. The Supplier will indemnify and keep indemnified the Client against any income tax, national insurance (if any), VAT or any other tax liability including any interest, penalties or costs incurred in connection with the same which may at any time be levied, demanded or assessed on the Client by any statutory Agency in respect of payments made to the Supplier.

- 3.5. Nothing in this Contract shall be construed or have effect as constituting any relationship of employer and employee between the Client and the Supplier or its Sub-Suppliers. The Supplier shall indemnify and keep indemnified the Client, its officers, employees and agents against all actions, claims, demands, reasonable costs, charges and reasonable expenses incurred by or made against the Client, its officers, employees or agents arising out of or in connection with any services provided under any Purchase Order asserting that they are an employee of the Client or otherwise alleging any breach of any employment related legislation except where such claim arises as a result of any breach of obligations (whether contractual, statutory, at common law or otherwise).

#### 4. MATERIAL BREACH

- 4.1. If the Supplier: -

does not, in the reasonable opinion of the Client Representative have the skills and experience required for the role of Supplier; or

fails to follow reasonable instructions given by the Client's Representative in the course of his or her work for the Client; or

presents, in the reasonable opinion of the Client's Representative, a risk to security; or

presents, in the reasonable opinion of the Client's Representative, a risk to the reputation of Her Majesty's Government; or

in the reasonable opinion of the Client's Representative is in some other ways unsuitable for to which he has been assigned pursuant to any Purchase Order;

then the Client may serve a notice on the Supplier requesting that the Supplier immediately cease activities under any Purchase Order.

- 4.2. Upon receipt of a notice under Clause 4.1 the Supplier shall immediately cease all activities in connection with the Client's instructions.
- 4.3. Notwithstanding the foregoing, the Client may, at any time, deny access to the Client's or its associates' premises without giving any reason for doing so.
- 4.4. Any activities performed prior to cessation under 4.1 shall be reimbursed on a *quantum meruit* basis.

#### 5. NON-SOLICITATION

The parties agree that during the term of the appointment as described in any Purchase Order and for a period of twelve (12) months thereafter, they will not, whether directly or indirectly, solicit with a view to offering employment the other party and/or its employees or consultants. In the event that either party breaches this Clause, the defaulting party shall pay to the affected party all unavoidable and

reasonable costs incurred by the affected party including but not limited to a sum equal to the gross salary of the employee or the consultant due under any relevant notice. This Clause shall not restrict either party from appointing any person, whether employee or consultant of the other or not, who has applied in response to an advertisement properly and publicly placed in the normal course of business.

## 6. PARTIES RESPONSIBILITIES & OBLIGATIONS

The responsibilities for the Parties are set out in [Schedule 2](#) and [Schedule 3](#)

## 7. CHARGES FOR ORDERED SERVICES

- 7.1. All engagements of the Supplier by the Client, of whatever nature, under the terms of the Agreement must be confirmed by means of a Purchase Order before commencement of the work.
- 7.2. All Charges on any Purchase Order placed under the terms and conditions of this Contract shall utilise the rates as per [Schedule 4](#) as their basis.
- 7.3. In consideration of the performance of the Ordered Services in accordance with this Contract, the Client shall pay the Charges in accordance with the Invoicing Procedure.
- 7.4. Payment shall be made within thirty (30) days of receipt by the Client (at its nominated address for invoices) of a valid invoice (which shall be issued in arrears) from the Supplier.
- 7.5. The Charges are exclusive of Value Added Tax. The Client shall pay the Value Added Tax on the Charges at the rate and in the manner prescribed by law, from time to time.
- 7.6. "VAT on VAT" Prevention:

The Supplier shall not invoice, nor shall the Client be responsible for, any "VAT on VAT" payment. For the avoidance of doubt, in the event that:

- a) the Supplier has incurred expenditure for goods or services from a third-party provider in respect of which the Supplier is entitled to reimbursement by the Client under the Contract; and
  - b) the third-party provider with whom the expenditure has been incurred has charged the Supplier UK VAT on the price of the relevant goods or services;
- 7.7. Interest shall be payable on any late payments under the Contract in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.

- 7.8. The Supplier shall follow the Purchase Order and Invoice process as set out in Schedule 5. All invoices must reference the duly authorised Purchase Order number. Any invoices which do not reference the Purchase Order number shall be returned as unacceptable.
- 7.9. The Supplier shall continuously indemnify the Client against any liability, including any interest, penalties or reasonable costs incurred which is levied, demanded or assessed on the Client at any time in respect of the Supplier's failure to account for or to pay any Value Added Tax relating to payments made to the Supplier under this Contract. Any amounts due under this Clause 7.8 shall be paid in cleared funds by the Supplier to the relevant Agency not less than five (5) Working Days before the date upon which the tax or other liability is payable by the Client.
- 7.10. The Supplier shall accept the Government Procurement Card (GPC) as a means of payment for Ordered Services where GPC is agreed with the Client to be a suitable means of payment.
- 7.11. The Supplier shall accept payment electronically via the Banks Automated Clearing Service (BACS).
- 7.12. Euro

In the event that the United Kingdom joins the Economic and Monetary Union (and provided always that the exchange rate for conversion between Sterling and the Euro has been fixed), the Client shall at any time thereafter upon three (3) Months notice to the Supplier, be entitled to require the Supplier at no additional charge to convert the Charges from Sterling into Euros (in accordance with EC Regulation number 1103/97). The Supplier shall thereafter submit valid invoices denominated in Euros.

7.13. Efficiency

The Supplier shall be obliged at all times to seek to improve its efficiency in providing Services to the Client and to review the level of Charges in light of possible efficiency gains. Where such improved efficiency is achieved the Supplier shall propose a reduction in the level of Charges and effect such reduction by agreement with the Client.

## **8. AMENDMENTS and VARIATIONS TO THIS CONTRACT**

No amendment to the provisions of this Contract or Special Terms specified in any Purchase Order shall be effective unless agreed in writing on a Variation form by both parties. Any increases in scope or value shall be the subject of separate negotiation but shall, in any event, be upon no less favourable terms than those contained herein.

## 9. COMMUNICATIONS

Except as otherwise expressly provided, no communication from one party to the other shall have any validity unless made in writing; nor shall any amendment to any Purchase Order be effected unless made by a duly authorised Purchase Order revision/Contract Variation.

## 10. TERM AND TERMINATION

10.1. This Contract shall take effect from the agreed start date and shall terminate when all requirements are satisfied.

10.2. The contract shall be subject to termination for convenience by either party subject to three months notice.

10.3. The Client may at any time by notice in writing terminate any Purchase Order, or a part thereof, at 20 days notice without charge. Terminations at less than 20 days notice shall be subject to the Supplier's standard terms and conditions

## 11. CONSEQUENCES OF TERMINATION AND EXPIRY

11.1. In the event of termination in accordance with Clauses 10.2 or 10.3 the Client shall reimburse the Supplier any Charges incurred prior to termination which are wholly, reasonably and properly chargeable by the Supplier in connection with the Contract. The Client shall not be liable to pay any severance payment or compensation to the Supplier for loss of profits suffered as a result of the termination. Determination of such Charges shall be on a *quantum meruit* basis.

11.2. Termination, or partial termination, or expiry in accordance with Clause 10 shall not prejudice or affect any right of action or remedy that shall have accrued or shall thereafter accrue to either party.

11.3. In the event of termination of the Contract for any reason:

- a) the Supplier shall return to the Client all Client Property and all Client Data and other items belonging to the Client in its possession;
- b) subject to the payment of the appropriate portion for work completed, the Supplier shall provide the Client with a copy of all work undertaken to date (whether completed or not), and
- c) Upon expiry or termination for any reason, the Supplier shall render reasonable assistance to the Client (and any third parties appointed by the Client) if requested, to the extent necessary to effect an orderly cessation of the Services.

## 12. WARRANTIES AND REPRESENTATIONS

12.1. The Supplier warrants and represents that:

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- a) it has full capacity and all necessary consents to enter into and to perform the duties as specified herein;
- b) this Contract shall be performed in compliance with all applicable laws, enactments, orders, regulations and other similar instruments as amended from time to time;
- c) the Supplier warrants that the Ordered Services shall be provided and carried out by appropriately experienced, qualified and trained personnel with all due skill, care and diligence;
- d) it shall discharge its obligations hereunder with all due skill, care and diligence including good industry practice and (without limiting the generality of this Clause 12, in accordance with its own established internal procedures;
- e) it owns, has obtained or shall obtain valid licences for all Intellectual Property Rights that are necessary for the performance of this Contract and the use of the Ordered Services by the Client;
- f) it has taken and shall continue to take all reasonable steps, in accordance with good industry practice, to prevent the introduction, creation or propagation of any disruptive element (including any virus, worm and/or trojan horse) onto the Ordered Service and into systems, data, software or Confidential Information (held in electronic form) owned by or under the control of, or used by, the Client;
- g) it shall take all reasonable measures to avoid any and all data loss and data corruption during the provision of the Ordered Services in accordance with good industry practice;

**13. LIMITATION OF LIABILITY**

- 13.1. Neither the Client nor the Supplier excludes or limits liability to the other for death or personal injury arising from its negligence or any breach of any obligations implied by Section 12 of the Sale of Goods Act 1979 or Section 2 of the Supply of Goods and Services Act 1982 or for fraud or fraudulent misrepresentation.
- 13.2. Nothing in this Clause 13 shall be taken as limiting the liability of the Supplier in respect of Clause 14, Clause 15, and Clause 16.
- 13.3. In respect of any claims of liability arising out of the willful default of the Supplier, its employees, servants, the Supplier will have unlimited liability for all reasonably foreseeable loss suffered by the Client as a result of such act, omission or event giving rise to the claim.

13.4. Subject always to the provisions of Clauses 13.1, 13.2 and 13.3, the aggregate liability of the Client and the Supplier for each Year for all Defaults whether arising under contract, tort (including negligence) or otherwise in connection with this Contract shall in no event exceed whichever is the greater of Five hundred thousand pounds or a sum equivalent to one hundred and twenty five percent (125%) of the total charges paid or payable to the Supplier under all contracts entered into during a twelve (12) Month period specified by the claiming party, such twelve (12) Month period including the date on which at least one such Default arose.

13.5. Subject always to the provisions of Clauses 13.1, 13.2 and 13.3, in no event shall either the Client or the Supplier be liable to the other for:

- a) indirect or consequential loss or damage; and/or
- b) loss of profits, business, revenue, goodwill or anticipated savings.

13.6. Subject always to the provisions of Clauses 13.1, 13.2 and 13.3, and 13.4, , the provisions of Clause 13.5 shall not be taken as limiting the right of either the Client or the Supplier to claim from the other for:

- a) reasonable additional operational and administrative costs and expenses;
- b) any reasonable costs or expenses rendered nugatory; and
- c) damage due to the loss of data, but only to the extent that such losses relate to the costs of working around any loss of data and the direct costs of recovering or reconstructing such data,

resulting directly from the Default of the other party.

13.7. The Client and the Supplier expressly agree that should any limitation or provision contained in this Clause 13 be held to be invalid under any applicable statute or rule of law it shall to that extent be deemed omitted, but if any either of them thereby becomes liable for loss or damage which would otherwise have been excluded such liability shall be subject to the other limitations and provisions set out herein.

#### **14. DATA PROTECTION**

14.1. The Supplier shall comply at all times with the Data Protection Requirements and shall not perform its obligations under this Contract in such a way as to cause the Client to breach any of its applicable obligations under the Data Protection Requirements.

- 14.2. The Supplier shall be liable for and shall indemnify (and keep indemnified) the Client against each and every action, proceeding, liability, reasonable cost, claim, loss, reasonable expense (including reasonable legal fees and disbursements on a solicitor and Agency basis) and demand incurred by the Client which arise directly or in connection with the Supplier's data processing activities under this Contract, including without limitation those arising out of any third party demand, claim or action, or any breach of contract, negligence, fraud, willful misconduct, breach of statutory duty or non-compliance with any part of the Data Protection Requirements by the Supplier or its employees, servants, agents or Sub-Suppliers.
- 14.3 The Parties acknowledge that for the purposes of the Data Protection Legislation, the Client is the Controller and the Supplier is the Processor. The only processing that the Supplier is authorised to do is listed in Schedule 12 by the Client and may not be determined by the Supplier.
- 14.4 The Supplier shall notify the Client immediately if it considers that any of the Client's instructions infringe the Data Protection Legislation.
- 14.5 The Supplier shall provide all reasonable assistance to the Client in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Client, include:
- (a) a systematic description of the envisaged processing operations and the purpose of the processing;
  - (b) an assessment of the necessity and proportionality of the processing operations in relation to the Services;
  - (c) an assessment of the risks to the rights and freedoms of Data Subjects; and
  - (d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
- 14.6 The Supplier shall, in relation to any Personal Data processed in connection with its obligations under this Agreement:
- (a) process that Personal Data only in accordance with Schedule 12, unless the Supplier is required to do otherwise by Law. If it is so required the Supplier shall promptly notify the Client before processing the Personal Data unless prohibited by Law;
  - (b) ensure that it has in place Protective Measures, which have been reviewed and approved by the Client as appropriate to protect against a Data Loss Event having taken account of the:
    - (i) nature of the data to be protected;
    - (ii) harm that might result from a Data Loss Event;
    - (iii) state of technological development; and

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- (iv) cost of implementing any measures;
- (c) ensure that:
  - (i) the Supplier Personnel do not process Personal Data except in accordance with this Agreement (and in particular Schedule 12;
  - (ii) it takes all reasonable steps to ensure the reliability and integrity of any Supplier Personnel 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;
    - (B) are subject to appropriate confidentiality undertakings with the Supplier or any Sub-processor;
    - (C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third Party unless directed in writing to do so by the Client or as otherwise permitted by this Agreement; and
    - (D) have undergone adequate training in the use, care, protection and handling of Personal Data; and
- (d) not transfer Personal Data outside of the EU unless the prior written consent of the Client has been obtained and the following conditions are fulfilled:
  - (v) the Client or the Supplier has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Client;
  - (vi) the Data Subject has enforceable rights and effective legal remedies;
  - (vii) the Supplier complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Client in meeting its obligations); and
  - (viii) the Supplier complies with any reasonable instructions notified to it in advance by the Client with respect to the processing of the Personal Data;
- (e) at the written direction of the Client, delete or return Personal Data (and any copies of it) to the Client on termination of the Agreement unless the Supplier is required by Law to retain the Personal Data.

14.7 Subject to clause 1.6, the Supplier shall notify the Client 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 Agreement;
- (e) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
- (f) becomes aware of a Data Loss Event.

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

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

- (a) the Client with full details and copies of the complaint, communication or request;
- (b) such assistance as is reasonably requested by the Client to enable the Client to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
- (c) the Client, at its request, with any Personal Data it holds in relation to a Data Subject;
- (d) assistance as requested by the Client following any Data Loss Event;
- (e) assistance as requested by the Client with respect to any request from the Information Commissioner's Office, or any consultation by the Client with the Information Commissioner's Office.

14.10 The Supplier shall maintain complete and accurate records and information to demonstrate its compliance with this clause. This requirement does not apply where the Supplier employs fewer than 250 staff, unless:

- (a) the Client determines that the processing is not occasional;
- (b) the Client determines the processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; and

- (c) the Client determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.

14.11 The Supplier shall allow for audits of its Data Processing activity by the Client or the Client's designated auditor.

14.12 The Supplier shall designate a data protection officer if required by the Data Protection Legislation.

14.13 Before allowing any Sub-processor to process any Personal Data related to this Agreement, the Supplier must:

- (a) notify the Client in writing of the intended Sub-processor and processing.
- (b) obtain the written consent of the Client;
- (c) enter into a written agreement with the Sub-processor which give effect to the terms set out in this clause such that they apply to the Sub-processor; and
- (d) provide the Client with such information regarding the Sub-processor as the Client may reasonably require.

14.14 The Supplier shall remain fully liable for all acts or omissions of any Sub-processor.

14.15 The Client may, at any time on not less than 30 Working Days' notice, revise this clause by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this Agreement).

14.16 The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Client may on not less than 30 Working Days' notice to the Supplier amend this agreement to ensure that it complies with any guidance issued by the Information Commissioner's Office.

## **15. INTELLECTUAL PROPERTY RIGHTS**

15.1. Save as granted under this Contract, neither the Client nor the Supplier shall acquire any right, title or interest in the other's Pre-Existing Intellectual Property Rights respectively save that each party hereby grants a license to the other party to use its Pre-Existing Intellectual Property Rights to the extent necessary to perform its obligations under this Contract.

- 15.2. All Intellectual Property Rights that are created by the Supplier in the provision of the Services to the Client shall be proprietary to and owned by the Client and the Supplier shall enter into such documentation and perform such acts as the Client shall request to properly vest such Intellectual Property Rights in the Client. Accordingly the Supplier hereby assigns (by way of present assignment of future intellectual property rights) all such Intellectual Property Rights.
- 15.3. The Supplier shall procure that the provision of the Ordered Services shall not infringe any Intellectual Property Rights of any third party.
- 15.4. The Supplier shall indemnify the Client against all claims, demands, actions, costs, expenses (including legal costs and disbursements on a solicitor and Agency basis), losses and damages arising from or incurred by reason of any infringement or alleged infringement (including the defence of such alleged infringement) of any Intellectual Property Right in connection with the provision of the Ordered Services, except to the extent that such liabilities have resulted directly from the Client failure properly to observe its obligations under this Clause 15.
- 15.5. Each of the parties shall notify the other if it receives notice of any claim or potential claim relating to the other party's Pre-Existing Intellectual Property Rights

## **16. CONFIDENTIALITY**

- 16.1. Without prejudice to the application of the Official Secrets Acts 1911 to 1989 to any Confidential Information, the Client and the Supplier acknowledge that any Confidential Information originating from:
- a) the Client, its servants or agents is the property of the Client; and
  - b) the Supplier, its employees, servants or agents is the property of the Supplier.
- 16.2. The Supplier and the Client shall procure that:
- a) any person employed or engaged by them (in connection with this Contract in the course of such employment or engagement) shall only use Confidential Information for the purposes of this Contract;
  - b) any person employed or engaged by them in connection with this Contract shall not, in the course of such employment or engagement, disclose any Confidential Information to any third party without the prior written consent of the other party;
  - c) they shall take all necessary precautions to ensure that all Confidential Information is treated as confidential and not disclosed (save as aforesaid) or used other than for the purposes of this Contract by their employees, servants, agents or Sub-Suppliers; and

- d) without prejudice to the generality of the foregoing neither the Client nor the Supplier nor any person engaged by them whether as a servant or a consultant or otherwise shall use the Confidential Information for the solicitation of business from the other or from any third party.

16.3. The provisions of Clause 16.1 and Clause 16.2 shall not apply to any information which:

- a) is or becomes public knowledge other than by breach of this Clause 16; or
- b) is in the possession of the recipient without restriction in relation to disclosure before the date of receipt from the disclosing party; or
- c) is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure; or
- d) is independently developed without access to the Confidential Information; or
- e) must be disclosed pursuant to a statutory, legal or parliamentary obligation placed upon the party making the disclosure, including any requirements for disclosure under the Freedom of Information Act 2000 or the Environmental Information Regulations 2004.
- f) is required to be disclosed by a competent regulatory Agency (including the Law Society or Solicitors Disciplinary Tribunal) or pursuant to any applicable rules of professional conduct.

16.4. Nothing in this Clause 16 shall be deemed or construed to prevent the Client from disclosing any Confidential Information obtained from the Supplier:

- a) to any other department, office or agency of Her Majesty's Government ("Crown Bodies"), provided that the Client has required that such information is treated as confidential by such Crown Bodies and their servants, including, where appropriate, requiring servants to enter into a confidentiality agreement prior to disclosure of the Confidential Information and the Client shall have no further liability for breach of confidentiality in respect of the departments, offices and agencies. All Crown Bodies in receipt of such Confidential Information shall be considered as parties to this Contract within Section 1(1) of the Contracts (Rights of Third Parties) Act 1999 for the purpose only of being entitled to further disclose the Confidential Information to other Crown Bodies on such terms; and

- b) to any consultant, Supplier or other person engaged by the Client in connection herewith, provided that the Client shall have required that such information be treated as confidential by such consultant, Supplier or other person, together with their servants including, where appropriate, requiring servants to enter into a confidentiality agreement prior to disclosure of the Confidential Information and the Client shall have no further liability for breach of confidentiality in respect of consultants, Suppliers or other people.

16.5. The Supplier shall, prior to commencing any work, enter into a confidentiality undertaking in the form set out in [Schedule 7](#).

16.6. If required by the Client, the Supplier shall procure that any of its Staff or associates enters into a confidentiality undertaking in the form set out in [Schedule 7](#) or such alternative form as the Client may substitute from time to time

16.7. Nothing in this Clause 16 shall prevent the Supplier or the Client from using data Processing techniques, ideas and know-how gained during the performance of this Contract in the furtherance of its normal business, to the extent that this does not relate to a disclosure of Confidential Information or an infringement by the Client or the Supplier of any Intellectual Property Rights.

## 17. PUBLICITY

17.1. The Supplier shall not make any press announcements or publicise this Contract in any way without the Client's prior written consent.

17.2. Notwithstanding the provisions of Clause 17.1, the Supplier shall be entitled to make any announcement required by any securities exchange or regulatory Agency or government body to which it subscribes whether or not the requirement has the force of law.

## 18. DISPUTE RESOLUTION

18.1. Subject to the provisions of Clause 18.2, any dispute arising under, or in connection with this Contract shall be dealt with in accordance with this Clause 18, and neither the Client nor the Supplier shall be entitled to commence or pursue any legal proceedings under the jurisdiction of the courts in connection with any such dispute, until the procedures set out in this Clause 18 have been exhausted.

18.2. Clause 18.1 shall be without prejudice to the rights of termination stated in [Clause 10](#) and in addition shall not prevent the Client or the Supplier from applying for injunctive relief in the case of:

- a) breach or threatened breach of confidentiality;
  - b) infringement or threatened infringement of its Intellectual Property Rights;
- or

- c) Infringement or threatened infringement of the Intellectual Property Rights of a third party, where such infringement could expose the Client or the Supplier to liability.

18.3. All disputes between the Client and the Supplier arising out of or relating to any Purchase Order shall be referred by Client's Representative or the nominated head of the Supplier's Accountant Management Team to the other for resolution.

18.4. If any dispute cannot be resolved pursuant to the provisions of Clause 18.3 within ten (10) Working Days either party may refer the dispute to the Client's Head of Procurement for resolution.

18.5. If any dispute cannot be resolved pursuant to the provisions of Clause 18.4 within ten (10) Working Days, then either party may refer the dispute to mediation and if necessary thereafter to the courts in accordance with the provisions of [Schedule 6](#).

## 19. INSURANCE

19.1. The Supplier shall effect and maintain policies of insurance to provide a level of cover sufficient for all risks which may be incurred by the Supplier under this Contract, including death or personal injury, or loss of or damage to property.

19.2. The Supplier shall hold employer's liability insurance in respect of its employees in accordance with any legal requirement for the time being in force.

19.3. The Supplier shall produce to the Client's Representative, within five (5) Working Days of request, copies of all insurance policies referred to in Clause 19.1 and Clause 19.2 or such other evidence as agreed between the Client and the Supplier that will confirm the extent of the cover given by those policies, together with receipts or other evidence of payment of the latest premiums due under those policies.

19.4. The terms of any insurance or the amount of cover shall not relieve the Supplier of any liabilities under this Contract. It shall be the responsibility of the Supplier to ensure that the amount of insurance cover is adequate to enable it to satisfy all its potential liabilities subject to the limit of liability specified in [Clause 13](#) of this Contract.

## 20. RECOVERY OF SUMS DUE

20.1. The Client shall be permitted to deduct and withhold from any sum due to the Supplier under this Contract any sum of money due from the Supplier under either:

- a) this Contract;
- b) any other agreement between the Supplier and the Client;

provided that the terms of such other agreement provide for sums of money due from the Supplier under that agreement to be recovered by way of a deduction from sums of money due to the Supplier under this Contract (albeit that this Contract may not be referenced specifically under that agreement).

## **21. STATUTORY REQUIREMENTS**

- 21.1. The Supplier shall notify the Client of all statutory provisions and approved safety standards applicable to the Ordered Services and their provision and shall be responsible for obtaining all licenses, consents or permits required for the performance of this Contract.
- 21.2. The Supplier shall inform the Client if the Ordered Services are hazardous to health or safety and of the precautions that should be taken in respect thereto.
- 21.3. The Supplier shall, and shall ensure that its personnel, agents and Sub-Suppliers, take all measures necessary to comply with the requirements of the Health and Safety at Work etc. Act 1974 and any other acts, orders, regulations and codes of practice relating to health and safety, which may apply to those involved in the performance of this Contract.

## **22. STATUTORY INVALIDITY**

The Client and the Supplier expressly agree that should any limitation or provision contained in this Contract be held to be invalid under any particular statute or law, or any rule, regulation or bye-law having the force of law, it shall to that extent be deemed to be omitted but, if either the Client or the Supplier thereby becomes liable for loss or damage which would have otherwise been excluded, such liability shall be subject to the other limitations and provisions set out herein.

## **23. ENVIRONMENTAL REQUIREMENTS**

- 23.1. The Supplier shall comply in all material respects with all applicable environmental laws and regulations in force from time to time in relation to the Services. Without prejudice to the generality of the foregoing, the Supplier shall promptly provide all such information regarding the environmental impact of the Services as may reasonably be requested by the Client.
- 23.2. The Supplier shall meet all reasonable requests by the Client for information evidencing compliance with the provisions of this Clause 23 by the Supplier.

## **24. DISCRIMINATION**

24.1. The Supplier shall not unlawfully discriminate either directly or indirectly on such grounds as race, colour, ethnic or national origin, disability, sex or sexual orientation, religion or belief, or age and without prejudice to the generality of the foregoing the Supplier shall not unlawfully discriminate within the meaning and scope of the Equality Act 2010, the Human Rights Act 1998 or other relevant or equivalent legislation, or any statutory modification or re-enactment thereof. The Supplier shall take all reasonable steps to secure the observance of this Clause by all Staff.

24.2. The Supplier shall take all reasonable steps to secure the observance of the provisions of Clause 24.1 by any Sub-Supplier(s) employed in the execution of this Contract.

## **25. SUPPLIER'S SUITABILITY**

25.1. The Client reserves the right under this Contract to refuse to admit to any premises occupied by or on behalf of the Client the Supplier, whose admission has become, in the opinion of the Client, undesirable.

25.2. If the Supplier shall fail to comply with Clause 25.1 and if the Client (whose decision shall be final and conclusive) shall decide that such failure is prejudicial to the interests of the State and if the Supplier does not comply with the provisions of Clause 25.1 within a reasonable time of written notice so to do, then the Client may terminate the any Purchase Order provided always that such termination shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to the Client.

## **26. OFFICIAL SECRETS ACTS**

The Supplier shall take all reasonable steps to ensure that he and all people employed by him or his agents and Sub-Suppliers in connection with this Contract are aware of the Official Secrets Act 1989 and where appropriate, with the provisions of the Atomic Energy Act 1946, and that these Acts apply to them during the execution of this Contract and after the expiry or termination of this Contract.

## **27. CORRUPT GIFTS AND PAYMENTS OF COMMISSION**

27.1. The Supplier shall not:

- a) offer or give or agree to give any person in Her Majesty's Service any gift or consideration of any kind as an inducement or reward for doing, forbearing to do, or for having done or forborne to do any act in relation to the obtaining or execution of this Contract or any other contract for Her Majesty's Service or for showing favour or disfavour to any person in relation to this or any other contract for Her Majesty's Service;

- b) enter into this Contract or any other contract with a person in Her Majesty's Service in connection with which commission has been paid or agreed to be paid by him or on his behalf, or to his knowledge, unless before this Contract are accepted, made particulars of any such commission and of the terms and conditions of any agreement for the payment thereof have been disclosed in writing to the Client.

27.2. Any breach of Clause 27.1 by the Supplier or by anyone employed by him or acting on his behalf (whether with or without the knowledge of the Supplier) or the commission of any offence by the Supplier or by anyone employed by him or acting on his behalf under the Prevention of Corruption Acts 1889 to 1916, in relation to this Contract or any other contract with Her Majesty's Service shall entitle the Client to terminate any Purchase Order and recover from the Supplier the amount of any direct loss resulting from such termination and/or to recover from the Supplier the amount or value of any such gift, consideration or commission.

27.3. Any dispute, difference or question arising in respect of the interpretation of this Clause 27, the right of the Client to terminate any Purchase Order or the amount or value of any such gift, consideration or commission shall be decided by the Client, whose decision shall be final and conclusive.

27.4. Either Party may terminate this contract and recover all its losses if the other Party, their employees or anyone acting on their behalf:

- a. Corruptly offers, gives or agrees to give to anyone any inducement or reward in respect of this Contract; or
- b. Commits an offence under the Bribery Act 2010.

## **28. TRANSFER AND SUB-CONTRACTING**

28.1. Sub-contracting will be allowed, subject to written authorisation from the Client.

28.2. The Client shall be entitled to nominate sub-Suppliers at its discretion.

28.3. The Supplier shall be entitled to Sub-Contract its obligations under this Contract, or any resultant Purchase Order, solely with the express permission of the Client Representative; such permission shall not be unreasonably withheld.

28.4. Any sub-contract must allow for full disclosure under 'transparency' requirements.

28.5. The Client shall be entitled to assign or otherwise dispose of its rights and obligations under this Contract and/or any relevant Purchase Order to any other body (including any private sector body) which substantially performs any of the functions that previously had been performed by the Client.

## **29. RIGHTS OF THIRD PARTIES**

29.1. To the extent that this Contract are expressed to confer rights or benefits on a party who is not a party to this Contract, that party shall by virtue of the Contracts (Rights of Third Parties) Act 1999, be entitled to enforce those rights as if it was a party to this Contract. For the avoidance of doubt the consent of any person other than the Client (or the Supplier, as the case may be) is not required to vary or terminate this Contract.

29.2. Except as provided in Clause 29.1, a person who is not a party to this Contract shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Contract. This Clause 29.2 does not affect any right or remedy of any person that exists or is available otherwise than pursuant to that Act.

### **30. CLIENT PROPERTY**

30.1. All Client Property shall remain the property of the Client and shall be used only for the purposes of the Contract.

30.2. The Supplier undertakes the safe custody of and the due return of all Client Property and shall be responsible for all reasonably foreseeable loss thereof from whatever cause and shall indemnify the Client against such loss.

30.3. Neither the Supplier, nor any SubSupplier nor any other person shall have a lien on any Client Property for any sum due to the Supplier, SubSupplier or other person and the Supplier shall take all reasonable steps to ensure that the title of the Client and the exclusion of any such lien are brought to the notice of all SubSuppliers and other persons dealing with any Client Property

### **31. SEVERABILITY**

Subject to the provisions of [Clause 22](#), if any provision of this Contract is held invalid, illegal or unenforceable for any reason, such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if this Contract had been accepted with the invalid provision eliminated. In the event of a holding of invalidity so fundamental as to prevent the accomplishment of the purpose of this Contract, the Client and the Supplier shall immediately commence good faith negotiations to remedy such invalidity.

### **32. FREEDOM OF INFORMATION**

32.1. The Supplier acknowledges that the Client is subject to the requirements of the Code of Practice on Government Information, FOIA and the Environmental Information Regulations and shall assist and cooperate with the Client to enable the Client to comply with its Information disclosure obligations.

32.2. The Supplier shall, and shall procure that its Sub-Suppliers shall:

- transfer to the Client all Requests for Information that it receives as soon as practicable and in any event within two Working Days of receiving a Request for Information;

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- provide the Client with a copy of all Information in its possession, or power in the form that the Client requires within five Working Days (or such other period as the Client may specify) of the Client's request; and
- provide all necessary assistance as reasonably requested by the Client to enable the Client to respond to the Request for Information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the Environmental Information Regulations.

32.3. The Client shall be responsible for determining in its absolute discretion and notwithstanding any other provision in this Contract or any other contract whether the Commercially Sensitive Information and/or any other information is exempt from disclosure in accordance with the provisions of the Code of Practice on Government Information, FOIA or the Environmental Information Regulations.

32.4. In no event shall the Supplier respond directly to a Request for Information unless expressly authorised to do so by the Client.

32.5. The Supplier acknowledges that (notwithstanding the provisions of [Clause 42 – Transparency](#), the Client may, be obliged under the FOIA, or the Environmental Information Regulations to disclose information concerning the Supplier or the Services:

- in certain circumstances without consulting the Supplier; or
- following consultation with the Supplier and having taken their views into account;

provided always that where [reference] applies the Client shall, in accordance with any recommendations of the Code, take reasonable steps, where appropriate, to give the Supplier advanced notice, or failing that, to draw the disclosure to the Supplier's attention after any such disclosure.

32.6. The Supplier shall ensure that all Information is retained for disclosure and shall permit the Client to inspect such records as requested from time to time.

32.7. The Supplier acknowledges that the Commercially Sensitive Information listed in [Schedule 9](#) (if any) is of indicative value only and that the Client may be obliged to disclose it in accordance with [clause 32](#).

### 33. FORCE MAJEURE

- 33.1. For the purposes of this Contract the expression "Force Majeure" shall mean any cause affecting the performance by either the Client or the Supplier of its obligations arising from acts, events, omissions, happenings or non-happenings beyond its reasonable control including (but without limiting the generality thereof) governmental regulations, fire, flood, or any disaster or an industrial dispute affecting a third party for which a substitute third party is not reasonably available. Any act, event, omission, happening or non-happening will only be considered Force Majeure if it is not attributable to the willful act, neglect or failure to take reasonable precautions of the affected party, its employees, servants or agents or the failure of either the Client or the Supplier to perform its obligations under any Purchase Order.
- 33.2. It is expressly agreed that any failure by the Supplier to perform or any delay by the Supplier in performing its obligations under any Purchase Order which results from any failure or delay in the performance of its obligations by any person, firm or company with which the Supplier shall have entered into any contract, supply arrangement or Sub-Contract or otherwise shall be regarded as a failure or delay due to Force Majeure only in the event that such person firm or company shall itself be prevented from or delayed in complying with its obligations under such Purchase Order, supply arrangement or Sub-Contract or otherwise as a result of circumstances of Force Majeure.
- 33.3. Both the Client and the Supplier agree that any acts, events, omissions, happenings or non-happenings resulting from the adoption of the Euro by the United Kingdom government shall not be considered to constitute Force Majeure under this Contract.
- 33.4. Neither the Client nor the Supplier shall in any circumstances be liable to the other for any loss of any kind whatsoever including but not limited to any damages or abatement of Charges whether directly or indirectly caused to or incurred by the other party by reason of any failure or delay in the performance of its obligations which is due to Force Majeure. Notwithstanding the foregoing, both the Client and the Supplier shall use all reasonable endeavors to continue to perform, or resume performance of, (and having resumed to catch up to the required level of performance existing immediately prior to the Force Majeure event), such obligations hereunder for the duration of such Force Majeure event.
- 33.5. If either the Client or the Supplier become aware of circumstances of Force Majeure which give rise to or which are likely to give rise to any such failure or delay on its part it shall forthwith notify the other by the most expeditious method then available and shall inform the other of the period which it is estimated that such failure or delay shall continue.
- 33.6. It is hereby expressly declared that the only events that shall afford relief from liability for failure or delay shall be any event qualifying for Force Majeure hereunder.

### **34. LEGISLATIVE CHANGE**

- 34.1. The Supplier shall bear the cost of ensuring that the Ordered Services shall comply with all applicable statutes, enactments, orders, regulations or other similar instruments and any amendments thereto, except where any such amendment could not reasonably have been foreseen by the Supplier at the date hereof.
- 34.2. Where such reasonably unforeseeable amendments are necessary, the Client and the Supplier shall use all reasonable endeavors to agree upon reasonable adjustments to the Charges as may be necessary to compensate the Supplier for such additional costs as are both reasonably and necessarily incurred by the Supplier in accommodating such amendments.

### **35. CONFLICTS OF INTEREST**

The Supplier shall disclose to the Client's Representative as soon as is reasonably practical after becoming aware of any actual or potential conflict of interest relating to provision of the Services by the Supplier or any event or matter (including without limitation its reputation and standing) of which it is aware or anticipates may justify the Client taking action to protect its interests.

### **36. ASSIGNED STAFF**

- 36.1. As soon as the Supplier becomes aware of any intended changes to the Account Management Team, they shall inform the Client Representative.
- 36.2. The Client may require the Supplier to attend a meeting and/or submit written notification of the steps it intends to take to mitigate any issues which may result from such changes.

### **37. INVESTIGATIONS**

The Supplier shall immediately notify the Client Representative in writing if any investigations are instituted into the affairs of the Supplier, its partners or key managers under the Companies, Financial Services or Banking Acts, or in the event of any police or Serious Fraud Office enquiries, enquires into possible fraud, any involvement in DTI investigations or any investigations by the Office for the Supervision of Solicitors which might result in public criticism of the Supplier.

### **38. STATUTORY AUDITORS' ACCESS**

For the purposes of the examination and certification of the Client accounts or any examination, pursuant if appropriate to Section 6(1) of the National Audit Act 1983 or any re-enactment thereof, or pursuant to any equivalent legislation, of the economy, efficiency and effectiveness with which the Client has used its resources, the Client's statutory auditors may examine such documents as they may reasonably require which are owned, held or otherwise within the control of the Supplier and may require the Supplier to produce such oral or written explanations as they consider necessary. For the avoidance of doubt it is hereby declared that the carrying out of an examination, if appropriate, under section 6(3) (d) of the National Audit Act 1983 or any re-enactment thereof, or under any equivalent legislation, in relation to the Supplier is not a function exercisable under this clause 38.

### **39. ELECTRONIC INSTRUCTION**

The Supplier shall use its reasonable endeavors to interface with any system introduced by the Client for issuing electronic instructions, in particular the FSA's Purchase Order system, and to accept such instruction.

### **40. WAIVER**

- 40.1. The failure of the Supplier or the Client to insist upon strict performance of any provision of this Contract or to exercise any right or remedy to which it is entitled hereunder, shall not constitute a waiver thereof and shall not cause a diminution of the obligations established by this Contract.
- 40.2. A waiver of any default shall not constitute a waiver of any other default.
- 40.3. No waiver of any of the provisions of this Contract shall be effective unless it is expressed to be a waiver communicated by notice, in accordance with the provisions of [Clause 9](#).

### **41. LAW AND JURISDICTION**

Subject to the provisions of [Clause 18](#), the Client and the Supplier accept the exclusive jurisdiction of the English and Welsh courts and agree that this Contract is to be governed by and construed according to the law of England and Wales.

### **42. TRANSPARENCY**

- 42.1. The Parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of these Terms and Conditions and any Purchase Order is not Confidential Information.

42.2. The Client shall be responsible for determining in its absolute discretion whether any content of any Purchase Order is exempt from disclosure in accordance with the provisions of the FOIA. Notwithstanding any other term of these Terms and Conditions, the Supplier gives his consent for the Client to publish any Contract or Purchase Order in its entirety, (but with any information which is exempt from disclosure in accordance with the provisions of the FOIA redacted), to the general public.

42.3. The Client may consult with the Supplier to inform its decision regarding any redactions but the Client shall have the final decision in its absolute discretion.

#### 43. SECURITY PROVISIONS

##### Supplier Personnel – Staffing Security

43.1 The Supplier shall comply with the staff vetting procedures in respect of all Supplier Personnel employed or engaged in the provision of the Services. The Supplier confirms that all Supplier Personnel employed or engaged by the Supplier at the Effective Date were vetted and recruited on such a basis that is equivalent to and no less strict than the Staff Vetting procedures as laid out by Cabinet Office: [https://www.gov.uk/government/uploads/system/uploads/attachment\\_data/file/200551/HMG\\_Baseline\\_Personnel\\_Security\\_Standard\\_V3\\_2\\_Apr-2013.pdf](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/200551/HMG_Baseline_Personnel_Security_Standard_V3_2_Apr-2013.pdf)

43.2 The Supplier shall provide training on a continuing basis for all Supplier Personnel employed or engaged in the provision of the Services in compliance with the Security Policy – Table of Policies – See Annex D.

43.3 The Supplier agrees to conform to the below standards as directed by the Client:

##### Baseline Standard

- a) The **Baseline Standard** is not a formal security clearance but aims to provide an appropriate level of assurance as to the trustworthiness, integrity and probable reliability of prospective **Suppliers** and/or their **Staff**.
- b) It should be applied to all private sector **Employees** working on government **Contracts** (e.g. **Suppliers** and consultants), who require access to the **Agency's** premises, or knowledge or custody of, government assets protectively marked up to and including CONFIDENTIAL.
- c) The outcome of checks should be recorded on the **Baseline Standard Verification Record**. This will be carried out by the **Agency's Representative**.

##### Enhanced Baseline Standard

Some **Contracts** may require the **Baseline Standard** to be supplemented with additional checks (e.g. a Criminal Record Check (including spent convictions) or a Credit Worthiness Check). A Criminal Record Check could take up to 2 **Weeks** to process.

43.4 The Baseline Standard comprises verification of the following four main elements:  
a) Identity

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- b) Employment history (past 3 years)
- c) Nationality and Immigration Status
- d) Criminal record (unspent convictions only)

43.5 Additionally, Suppliers and their staff are required to give a reasonable account of any significant periods (6 months or more in the past 3 years) of time spent abroad.

43.6 Verification of identity is essential before any individual can begin working on the Client's premises or have access to assets/documents as described above. Before a contract is awarded Suppliers and their staff who will work on the Client's premises or have access to assets/documents as described above will be asked to provide the following:

- a) Confirmation of name, date of birth and address. (ID should be corroborated by original documents i.e. full passport, national ID card, current UK full driving license, birth certificate, bank correspondence or utility bills.)
- b) National insurance number or other unique personal identifying number where appropriate.
- c) Full details of previous employers (name, address and dates), over the past 3 years.
- d) Confirmation of any necessary qualifications/licences.
- e) Educational details and references where someone is new to the workforce.
- f) Confirmation of permission to work in the UK if appropriate.

43.7 Client Data

- a) The Supplier shall not delete or remove any proprietary notices contained within or relating to the Client Data.
- b) The Supplier shall not store, copy, disclose, or use the Client Data except as necessary for the performance by the Supplier of its obligations under this Contract or as otherwise expressly authorised in writing by the Client.

43.8 To the extent that Client Data is held and/or processed by the Supplier, the Supplier shall supply that Client Data to the Client as requested by the Client in the format specified herein:

43.9 The Supplier shall take responsibility for preserving the integrity of Client Data and preventing the corruption or loss of Client Data.

43.10 The Supplier shall perform secure back-ups of all Client Data and shall ensure that up-to-date back-ups are stored off-site in accordance with the Business Continuity

and Disaster Recovery Plan. The Supplier shall ensure that such back-ups are available to the Client at all times upon request and are delivered to the Client at no less than monthly intervals.

- 43.11 The Supplier shall ensure that any system on which the Supplier holds any Client Data, including back-up data, is a secure system that complies with the Security Policy.
- 43.12 If the Client Data is corrupted, lost or sufficiently degraded as a result of the Supplier's Default so as to be unusable, the Client may:
- require the Supplier (at the Supplier's expense) to restore or procure the restoration of Client Data to the extent and in accordance with the requirements specified in herein and the Supplier shall do so as soon as practicable but not later than two working days; and/or
  - itself restore or procure the restoration of Client Data, and shall be repaid by the Supplier any reasonable expenses incurred in doing so to the extent and in accordance with the requirements specified herein
- 43.13 If at any time the Supplier suspects or has reason to believe that Client Data has or may become corrupted, lost or sufficiently degraded in any way for any reason, then the Supplier shall notify the Client immediately and inform the Client of the remedial action the Supplier proposes to take.

#### **Protection of Personal Data**

- 43.14 With respect to the parties' rights and obligations under this Contract, the parties agree that the Client is the Data Controller and that the Supplier is the Data Processor. The Supplier shall:
- process the Personal Data only in accordance with instructions from the Client (which may be specific instructions or instructions of a general nature as set out in this Contract or as otherwise notified by the Client to the Supplier during the Term);
  - process the Personal Data only to the extent, and in such manner, as is necessary for the provision of the Services or as is required by Law or any Regulatory Body;
  - implement appropriate technical and organisational measures to protect the Personal Data against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure. These measures shall be appropriate to the harm which might result from any unauthorised or unlawful Processing, accidental loss, destruction or damage to the Personal Data and having regard to the nature of the Personal Data which is to be protected;
  - take reasonable steps to ensure the reliability of any Supplier Personnel who have access to the Personal Data;
  - obtain prior written consent from the Client in order to transfer the Personal Data to any Sub-suppliers or Affiliates for the provision of the Services;

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- ensure that all Supplier Personnel required to access the Personal Data are informed of the confidential nature of the Personal Data and comply with the obligations set out in this clause 43;
- ensure that none of Supplier Personnel publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Client;
- notify the Client (within five Working Days) if it receives:
  - a request from a Data Subject to have access to that person's Personal Data; or
  - a complaint or request relating to the Client's obligations under the Data Protection Legislation;
- provide the Client with full cooperation and assistance in relation to any complaint or request made, including by:
  - providing the Client with full details of the complaint or request;
  - complying with a data access request within the relevant timescales set out in the Data Protection Legislation and in accordance with the Client's instructions;
  - providing the Client with any Personal Data it holds in relation to a Data Subject (within the timescales required by the Client); and
  - providing the Client with any information requested by the Client;
- permit the Client or the Client Representative (subject to reasonable and appropriate confidentiality undertakings), to inspect and audit, in accordance with clause 38 (Audits), the Supplier's data Processing activities (and/or those of its agents, subsidiaries and Sub-suppliers) and comply with all reasonable requests or directions by the Client to enable the Client to verify and/or procure that the Supplier is in full compliance with its obligations under this Contract;
- provide a written description of the technical and organisational methods employed by the Supplier for processing Personal Data (within the timescales required by the Client); and
- not Process Personal Data outside the European Economic Area without the prior written consent of the Client and, where the Client consents to a transfer, to comply with:
  - the obligations of a Data Controller under the Eighth Data Protection Principle set out in Schedule 1 of the Data Protection Act 1998 by providing an adequate level of protection to any Personal Data that is transferred; and
  - any reasonable instructions notified to it by the Client.

43.15 The Supplier shall comply at all times with the Data Protection Legislation and shall not perform its obligations under this Contract in such a way as to cause the Client to breach any of its applicable obligations under the Data Protection Legislation.

### **Confidentiality**

43.16 Except to the extent set out in this clause or where disclosure is expressly permitted elsewhere in this Contract, each party shall

- treat the other party's Confidential Information as confidential [and safeguard it accordingly]; and

- not disclose the other party's Confidential Information to any other person without the owner's prior written consent.

43.17 Clause 43.13 shall not apply to the extent that:

- such disclosure is a requirement of Law placed upon the party making the disclosure, including any requirements for disclosure under the FOIA, Code of Practice on Access to Government Information or the Environmental Information Regulations pursuant to clause 32 (Freedom of Information);
- such information was in the possession of the party making the disclosure without obligation of confidentiality prior to its disclosure by the information owner;
- such information was obtained from a third party without obligation of confidentiality;
- such information was already in the public domain at the time of disclosure otherwise than by a breach of this Contract; or
- it is independently developed without access to the other party's Confidential Information.

43.18 The Supplier may only disclose the Client's Confidential Information to the Supplier Personnel who are directly involved in the provision of the Services and who need to know the information, and shall ensure that such Supplier Personnel are aware of and shall comply with these obligations as to confidentiality.

43.19 The Supplier shall not, and shall procure that the Supplier Personnel do not, use any of the Client's Confidential Information received otherwise than for the purposes of this Contract.

43.20 At the written request of the Client, the Supplier shall procure that those members of the Supplier Personnel identified in the Client's notice signs a confidentiality undertaking prior to commencing any work in accordance with this Contract.

43.21 Nothing in this Contract shall prevent the Client from disclosing the Supplier's Confidential Information:

- to other Crown Bodies or other Contracting Authorities on the basis that the information is confidential and is not to be disclosed to a third party which is not part of any Crown Body or any Contracting Agency;
- to any consultant, supplier or other person engaged by the Client or any person conducting an Office of Government Commerce gateway review;
  - for the purpose of the examination and certification of the Client's accounts; or
  - for any examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Client has used its resources.

- 43.22 The Client shall use all reasonable endeavours to ensure that any government department, Contracting Agency, employee, third party or Sub-Supplier to whom the Supplier's Confidential Information is disclosed pursuant to clause 43 is made aware of the Client's obligations of confidentiality.
- 43.23 Nothing in this clause 43 shall prevent either party from using any techniques, ideas or know-how gained during the performance of the Contract in the course of its normal business to the extent that this use does not result in a disclosure of the other party's Confidential Information or an infringement of IPR.

### **Security Requirements**

- 43.24 The Supplier shall comply, and shall procure the compliance of the Supplier Personnel, with the Security Policy (see Table of Policies – See Annex D) and the Supplier shall ensure that the Security Plan produced by the Supplier fully complies with the Security Policy.
- 43.25 The Client shall notify the Supplier of any changes or proposed changes to the Security Policy.
- 43.26 If the Supplier believes that a change or proposed change to the Security Policy will have a material and unavoidable cost implication to the Services it may submit a Change Request. In doing so, the Supplier must support its request by providing evidence of the cause of any increased costs and the steps that it has taken to mitigate those costs. Any change to the Charges shall then be agreed in accordance with the Change Control Procedure.
- 43.27 Until and/or unless a change to the Charges is agreed by the Client pursuant to clause 43 the Supplier shall continue to perform the Services in accordance with its existing obligations.

### **Malicious Software**

- 43.28 The Supplier shall, as an enduring obligation throughout the Term, use the latest versions of anti-virus definitions available from an industry accepted anti-virus software vendor to check for and delete Malicious Software from the ICT Environment.
- 43.29 Notwithstanding clause 43, if Malicious Software is found, the parties shall co-operate to reduce the effect of the Malicious Software and, particularly if Malicious Software causes loss of operational efficiency or loss or corruption of Client Data, assist each other to mitigate any losses and to restore the Services to their desired operating efficiency.
- 43.30 Any cost arising out of the actions of the parties taken in compliance with the provisions of clause 43 shall be borne by the parties as follows.

- by the Supplier where the Malicious Software originates from the Supplier Software, the Third Party Software or the Client Data (whilst the Client Data was under the control of the Supplier); and
- by the Client if the Malicious Software originates from the Client Software or the Client Data (whilst the Client Data was under the control of the Client);

#### **Warranties**

43.31 The Supplier warrants, represents and undertakes for the duration of the Term that all personnel used to provide the Services will be vetted in accordance with good industry practice and the Supplier's usual staff vetting procedures.

#### **44. ACCEPTANCE TESTING IS NOT APPLICABLE**

#### **45. EXIT MANAGEMENT**

45.1. On receipt of notice to terminate this Contract or a Purchase Order or expiration of this Contract or a Purchase Order, however and whenever occurring, the Parties shall comply with the Exit Management Requirements as may be set out in any appropriate Purchase Order.

45.2. During the Exit Period the Charges shall continue to apply, even where the Exit Period continues after the expiry of the Term.

45.3. In order to facilitate the Exit Management Requirements, the Supplier shall, if requested by the Client to do so, extend the Term of this Contract or a Purchase Order.

45.4. No right or licence is granted to either Party or their advisers in relation to any Confidential Information except as expressly set out in this Contract.

#### **46. ENTIRE AGREEMENT**

This Contract constitutes the entire understanding between the Client and the Supplier relating to the subject matter.

46.1. Neither the Client nor the Supplier has relied upon any representation or promise except as expressly set out in this Contract.

46.2. Both the Client and the Supplier unconditionally waives any rights it may have to claim damages against the other on the basis of any statement made by the other (whether made carelessly or not) not set out or referred to in this Contract (or for breach of any warranty given by the other not so set out or referred to) unless such statement or warranty was made or given fraudulently.

46.3. Both the Client and the Supplier unconditionally waives any rights it may have to seek to rescind this Contract on the basis of any statement made by the other (whether made carelessly or not) whether or not such statement is set out or referred to in this Contract unless such statement was made fraudulently.

This contract is deemed to have commenced at the date given on page 1.

Signed for and on behalf of the **Foods Standards Agency**:



✓

By .....

Name.....Mark Croft.....

Title.....Procurement Category Manager.....

Date .....7<sup>th</sup> September 2018.....

Signed for and on behalf of Risksol Consulting Ltd:



By .....

 .....

Title...Director.....

Date...30 August 2018.....

## SCHEDULE 1

## INTERPRETATIONS

<b>Account Management Team</b>	The Supplier's personnel who have been designated as their point(s) of contact for management of this contract
<b>Agreement</b>	means this contract
<b>Client Property</b>	means anything issued or otherwise furnished in connection with the Contract by or on behalf of the Client, other than any real property.
<b>Client's Representative</b>	means the member of the Client staff who shall be the main contact point under the Contract or any relevant Purchase Order
<b>Charges</b>	means charges payable by the Client to the supplier for the performance of the Services, which must be itemised in full on any relevant Purchase Order
<b>Confidential Information</b>	means any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, know-how, personnel and suppliers of either party, including Intellectual Property Rights, together with all information derived from the above, and any other information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential.
<b>Supplier Personnel</b>	means all directors, officers, employees, agents, consultants and Suppliers of the Supplier and/or of any Sub-Supplier engaged in the performance of its obligations under this Agreement.
<b>Controller, Processor, Data Subject, Personal Data, Personal Data Breach, Data Protection Officer</b>	take the meaning given in the GDPR

<b>Data Loss Event</b>	means any event that results, or may result, in unauthorised access to Personal Data held by the Supplier under this Agreement, and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach
<b>Data Protection Impact Assessment</b>	means an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data.
<b>Data Protection Legislation</b>	(i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the DPA 2018 [subject to Royal Assent] to the extent that it relates to processing of personal data and privacy; (iii) all applicable Law about the processing of personal data and privacy.
<b>Data Protection Requirements</b>	mean the Data Protection Act 1998, the EU Data Protection Directive 95/46/EC, the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Electronic Communications Data Protection Directive 2002/58/EC, the Privacy and Electronic Communications (EC Directive) Regulations 2003 and all applicable laws and regulations relating to processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner.
<b>Data Subject Access Request</b>	means a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data.
<b>Default</b>	means any breach of the obligations of any party (including but not limited to fundamental breach or breach of a fundamental term) or any default, act, omission, negligence or statement of any party, it's employees, agents or Sub-Suppliers in connection with or in relation to the subject matter of this Contract and in respect of which such party is liable to the other.
<b>DPA 2018</b>	Data Protection Act 2018

<b>Environmental Information Regulations</b>	mean the Environmental Information Regulations 2004 and any guidance and/or codes of practice issued by the Information Commissioner in relation to such regulations.
<b>Equipment</b>	means any computers, laptops, servers, networks, internet broadband, wireless or other connections, other computer associated equipment or presentation equipment
<b>FOIA</b>	means the Freedom of Information Act 2000 and any subordinate legislation made under this Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner in relation to such legislation.
<b>GDPR</b>	the General Data Protection Regulation (Regulation (EU) 2016/679)
<b>Government Accounting</b>	means HM Treasury's manual of accounting principles for government as updated from time to time
<b>Government Procurement Card (GPC)</b>	means the UK Government's VISA purchasing card.
<b>Industry Regulator</b>	means any statutory or non-statutory body with responsibility for regulating (or promoting self regulation) of the provision on the type of services being provided by the Supplier.
<b>Information</b>	has the meaning given under section 84 of the Freedom of Information Act 2000.
<b>Intellectual Property Rights</b>	means patents, trademarks, service marks, design rights (whether registerable or otherwise), applications for any of the foregoing, copyright, database rights, trade or business names and other similar rights or obligations whether registerable or not in any country (including but not limited to the United Kingdom).
<b>Invoicing Procedure</b>	means the procedure by which the Supplier invoices the Client, as set out in <a href="#">Schedule 5</a> .

<b>Law</b>	means any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the Supplier is bound to comply.
<b>LED</b>	Law Enforcement Directive (Directive (EU) 2016/680)
<b>Mediator</b>	has the meaning ascribed to it in <a href="#">Schedule 6</a> .
<b>Month</b>	means a calendar month and “Monthly” shall be similarly construed.
<b>Nominated Sub-Supplier</b>	means any sub-Supplier engaged by the Supplier, at the direction of the Client, in connection with the provision of Ordered Services
<b>Ordered Services</b>	means the services which the Client has instructed the Supplier to carry out in any Purchase Order, subject to <a href="#">Schedule 2</a> .
<b>Party</b>	means a Party to this Agreement
<b>Personal Data</b>	shall have the same meaning as set out in the Data Protection Act 1998.
<b>Pre-Existing Intellectual Property Rights</b>	shall mean any Intellectual Property rights vested in or licensed to the Supplier or Client prior to or independently of the performance by the Supplier or Client of their obligations under this Contract.
<b>Private Agency</b>	means a commercial organisation to which service provision has been outsourced by a Contracting Agency, which assumes the role and responsibilities of the Agency under a Contract.
<b>Protective Measures</b>	means appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it.

<b>Purchase Order</b>	means an order for Services served by the Client on the Supplier by means of the Client's i-Procurement system
<b>Quarter</b>	means a three (3) month period beginning on 1 <sup>st</sup> January, 1 <sup>st</sup> April, 1 <sup>st</sup> July or 1 <sup>st</sup> October. The term 'Quarterly' shall be similarly construed.
<b>Regulatory Body</b>	means those government departments and regulatory, statutory and other entities, committees and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate, or influence the matters dealt with in this Contract or any other affairs of the Client and "Regulatory Body" shall be construed accordingly.
<b>Requests for Information</b>	means a request for information or an apparent request under the Code of Practice on Access to Government Information, FOIA or the Environmental Information Regulations.
<b>Services</b>	means services which the Supplier has agreed to provide under any Purchase Order.
<b>Special Terms</b>	means additional Client specific terms, to which the Supplier's has agreed
<b>Specific Obligations</b>	means any obligations entered at <a href="#">Schedule 3</a>
<b>Staff</b>	means employees, agents and Suppliers of the Supplier
<b>Sub-Supplier</b>	means any sub-Supplier engaged by the Supplier in connection with the provision of Ordered Services.
<b>Sub-Process</b>	means any third Party appointed to process Personal Data on behalf of the Supplier related to this Agreement
<b>Supplier</b>	The person identified in the Contract their employees, agents or any other persons under the control of the Supplier
<b>Working Days</b>	means Monday to Friday inclusive, excluding English public and bank holidays.
<b>Year</b>	means a calendar year.

## Schedule 2

**THE ORDERED SERVICES****INTRODUCTION**

**This Schedule 2 specifies the Ordered Services to be provided to the Client by the Supplier in the services required for FS301068.**

**GENERAL INTRODUCTION**

The Food Standards Agency is a non-ministerial government department governed by a Board appointed to act in the public interest, with the task of protecting consumers in relation to food. It is a UK-wide body with offices in London, Cardiff, Belfast and York.

The Agency is committed to openness, transparency and equality of treatment to all suppliers. As well as these principles, for science projects the final project report will be published on the Food Standards Agency website ([www.food.gov.uk](http://www.food.gov.uk)). For science projects we will encourage contractors to publish their work in peer reviewed scientific publications wherever possible. Also, in line with the Government's Transparency Agenda which aims to encourage more open access to data held by government, the Agency is developing a policy on the release of underpinning data from all of its science- and evidence-gathering projects. Underpinning data should also be published in an open, accessible, and re-usable format, such that the data can be made available to future researchers and the maximum benefit is derived from it. The Agency has established the key principles for release of underpinning data that will be applied to all new science- and evidence-gathering projects which we would expect contractors to comply with. These can be found at <http://www.food.gov.uk/about-us/data-and-policies/underpinning-data>

This work is cross-cutting and will support all of the FSA's strategic outcomes by ensuring that appraisal, evaluation and assessment of food safety policy has the most robust and credible evidence underpinning decision making around those policies. This will help ensure the FSA's strategic plan outcomes represent value for money and are economically efficient.

**A. THE SPECIFICATION****Background**

In recent years, government departments have aimed to better understand the range of impacts and economic benefits arising from public funding for Research and Development (R&D) activities.

The FSA funds R&D across a broad spectrum of areas including food eco-systems (consumer/business behaviour); food risks; targeted surveillance and regulation; and assessing the impact of innovative technologies on food systems. The rationale for this investment comes through improving public health, consumer confidence and developing more flexible approaches to regulation that deliver effective assurance.

The intended benefits from FSA funded research can be direct - such as investing in R&D to develop and validate innovative testing technologies that are more efficient and cost effective for industry; or indirect and much harder to measure and attribute, such as more viable new food safety standards which have positive social impacts such as lives saved, reduction in food risks, enhancement in the quality of life for vulnerable groups such as the elderly and children.

Many FSA R&D activities tend to fall within the latter - indirect benefits that are intangible and difficult to quantify. Attribution of benefits (and any value associated with them) or isolating the impact of a project or a programme of FSA research is very difficult, as the realisation of benefits may be reliant upon several other R&D outcomes and/or other sources of funding.

The FSA has conducted a literature review of existing research evaluation in the food, agriculture and medical spaces, as well as a review of a range of methodologies intended to value R&D investment. This literature review identified multiple possible established methodologies, but it was found that none were suitable to align with the FSA's varied objectives. Specifically, as the FSA's concerns include, but are not limited to: public health; business compliance; scientific advancement and trade facilitation. For that reason, this specification requires that a new tailored framework be developed.

There have been a number of previous attempts to identify returns internally, through the use of MCDA and more recently through the use of an adapted payback framework, a method that was identified in the literature as having been successfully applied to research evaluation. The initial exercise in scoring the benefits of REF 2014<sup>1</sup> case studies gave some indication of the range of benefits that FSA R&D has, but there are significant limitations and caveats to the methodology. These included difficulties identifying the full range of impacts; the method of scoring not reflecting the varying degrees of impact for individual sub-categories and due to few of the identified case studies having been wholly funded by the FSA. Further details of the limitations of this work are available on request.

### **Strategic need**

In order for the FSA to ensure it is investing public money in R&D to get the greatest return it needs a methodology to measure the impact of its research. This methodology should measure the varied outputs from the range of both internal and external research activities the FSA undertakes. The methodology should account for the notion that innovative research that may be risky in nature, the ultimate benefit of which may be unclear, is valued in addition to lower risk projects with more easily realised benefits. The primary outcome of this project is to be able to inform the prioritisation of future R&D investment through the analysis of the impact of previous FSA research spending. It is important that the methodology does not solely prioritise low risk/easy reward R&D projects, with the result of stifling more innovative projects that may be inherently riskier.

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<sup>1</sup> <http://impact.ref.ac.uk/CaseStudies/Results.aspx?val=FSA>

Without developing a way to measure impact of R&D the FSA will struggle to make a convincing, coherent value for money argument on its research spend. In addition, the FSA cannot ensure it is directing its spend towards the areas with the highest impact because it has no way to measure that impact. This research will also support the delivery of the Strategic Plan 2015-20<sup>2</sup> and priorities in the Science and Evidence Strategy<sup>3</sup>.

### **Research aims**

- To design and apply a methodology that allows for the comparison of the impact of FSA R&D projects in different areas.
- To design and apply a methodology to evaluate the impacts of FSA R&D, using a set of standardised criteria.
- To produce evidence the FSA can use to make strong value for money statements about its investment in R&D

### **The Specification**

The FSA conducts research and development on a wide range of topics, both externally (through funding commissioned research projects) and internally (through research conducted in house by FSA employees). The project will look to develop and apply a new methodology which will estimate the impact of the full range of R&D activities undertaken by the FSA. These range from specific scientific research into foodborne disease and testing methods to broader research pieces, looking at the FSA strategic goals and socio-economic impact of policies.

We expect the research provider(s) to propose, develop and test a standardised methodology that is able to be applied to a representative sample of research projects across the spectrum of FSA activities in order to measure the impact of R&D. This will enable us to assess the full range of research with a common currency. We are explicit in our desire for a **new** methodology to be developed and not for an existing framework to be applied. This project has therefore been designed as having two distinct work packages, with a break clause after the completion of work package 1, at which point the FSA will assess the value of moving to work package 2.

- Work package 1: The research provider will review the existing literature on research impact evaluation and conduct workshops with internal research project officers in order to design an innovative methodology that builds upon existing research. The research provider will then engage in an agile development and testing of this methodology (and possible others).

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<sup>2</sup> [https://www.food.gov.uk/sites/default/files/FSA%20strategy%20document%202015-2020 April%202015 interactive%20%28%29.pdf](https://www.food.gov.uk/sites/default/files/FSA%20strategy%20document%202015-2020%20April%202015%20interactive%20%28%29.pdf)

<sup>3</sup> <http://www.food.gov.uk/science/sci-gov/sci/strat>

- Work package 2: The research provider will use the methodology established in work package 1 and apply it to a number of FSA research projects (provided by the FSA) in order to demonstrate that it can be used to evaluate relative impacts. These projects will form a representative sample so as to allow for the data to be applicable to the full range of FSA research.

The chosen methodology will need to allow the returns of FSA R&D investment in different areas to be compared, such that future R&D investment can be prioritised into areas where the returns to society are greatest. A full monetisation of R&D projects is not necessarily required, but a method of scoring the returns on investment is essential to establish the relative impacts.

### **Methodology**

We expect the tenderer to suggest an approach they deem appropriate to answer the research questions and that appreciates the challenges of conducting this research. As the specification for work package 1 requires a methodology that has not previously been developed, it is not expected that a complete methodology be outlined in the tender application. Instead, the tenderer should include a roadmap of the concepts they expect to apply and research they intend to build upon to achieve the outcomes outlined in the specification. Where assumptions are made, these must be explicitly stated along with the rationale behind their application.

### ***Recommendations for approaches***

A full outline of the methodology is not expected in the tender application. Following the literature review a full outline of the chosen methodology will be required - along with a justification of how the approach/approaches satisfy FSA research aims and objectives. Whilst it is not necessary for the methodology to incorporate a case study approach, if such an approach is chosen, the FSA will provide details of past research projects with which to inform the methodology. The tenderer should make clear the assessment criteria used in coming to this decision and provide a full explanation of the methods that should be used to allow elicitation. This will include how the data is to be collected and what the rationale for use of various instruments is. The recommendation should also include an assessment of the validity and strengths of the proposed measure to be used in the specific context of food safety outcomes and how reliable and robust the evidence suggests these methods are. A draft set of research instruments should also be provided. It is likely that the Agency will wish to publish the literature review in advance of completion of the primary research for this project.

### **Evidence Base**

Research providers should acquaint themselves with the existing literature in this and similar evaluation spaces.

The paper by Brookdale Consulting “Impact of the Institute of Food Research (IFR) (2013)<sup>4</sup>” is a good starting point for the sort of outputs the FSA is looking for from this research. The IFR paper estimated annual benefits of £1m - £25m for research projects similar to some of those carried out by the FSA. The methodologies are unlikely to be able to be directly translated to all FSA R&D projects but the report should inform tenders. Furthermore, the arbitrary nature of many of the assumptions used to estimation of rates of return, benefits, implementation costs and the adoption rate by industry limits the quality of the work.

Research with respect to the medical sector offers some robust estimates of returns to research, where benefits are valued in a way which is appropriate to the FSA R&D which looks to improve public health. Not all FSA R&D will have benefits that can be translated directly to public health outcomes however. Existing medical sectors studies have looked at net health benefits (quantified through the use of QALYs or willingness to pay methodologies) and GDP gains (quantified as the increase resulting from medical research and further research building on the original project). Research into the evaluation of medical research impact has estimated internal rates of return between 9% and 30%<sup>5</sup>, with a DFID 2015 literature review concluding that a most reliable IRR for medical research was 9%-10%.

There have been studies estimating the impact of research in the agricultural sector, although the benefits of this research are further removed from the type of research undertaken by the FSA. A 2016 summary of the returns to food and agriculture R&D investments between 1958 and 2015 by Hurley et al<sup>6</sup>, found median IRRs by R&D focus of 41% for crops, 53% for livestock, 49% for developed countries excluding the US and 30% globally. Productivity gains are the most widely used measure of benefits in the literature and these are unlikely to be the most relevant to FSA research.

Haskel and Wallis<sup>7 8</sup> found that R&D conducted by the UK public sector made through both government departments and higher education have insignificant effects on subsequent (one year lagged) private sector productivity growth, whereas research council R&D is significantly positively correlated. It is likely that returns to public sector R&D will not come through productivity growth and that returns will be lagged by more than one year.

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<sup>4</sup> [https://1stdirectory.co.uk/\\_assets/files\\_comp/03eaf039-e6c1-4040-8fca-7a340cfac261.pdf](https://1stdirectory.co.uk/_assets/files_comp/03eaf039-e6c1-4040-8fca-7a340cfac261.pdf)

<sup>5</sup> <https://www.mrc.ac.uk/publications/browse/medical-research-whats-it-worth/>

<sup>6</sup> <http://www.instepp.umn.edu/sites/default/files/product/downloadable/Hurley%20et%20al%202016%20InSTePP%20--%20Returns%20to%20Food%20%26%20Agricultural%20R%26D%20Investments%20Worldwide%201958-2015.pdf>

<sup>7</sup> <http://ftp.iza.org/dp4772.pdf>

<sup>8</sup> <http://www.sciencedirect.com/science/article/pii/S0165176513000724>

It is important to note that the primary objective is to understand the differences in return between the FSA's own research areas/project types, rather than establish a rate of return for FSA R&D spending overall.

### **Deliverables**

The output of this research will be an applied methodology through which we can measure the impact of the FSA's research output. We expect this to take the form of a report on the methodology, with the FSA providing literature and details of a small number of both previous and current research projects in order for the tenderer to show proof of concept.

In addition to monthly update meetings, the below outputs are expected. These are to be considered the minimum set of deliverables, and have been left deliberately open to allow them to be crafted depending on the nature of the chosen methodology.

### **Work Package 1:**

**Output 1:** Literature review assessing the strengths/weaknesses of existing methodologies and a report detailing the new methodology to be used for this project – with clear justifications for the decisions made.

**Output 2:** A draft final report with key findings, including outputs from any workshops/interviews. FSA's preferred reporting format is 1:3:25, where 1 refers to a one-page project summary, 3 refers to the executive summary and 25 refers to the full report (excluding annexes). Tenders are asked to comment on this format, in particular if the format is not suitable for the research being proposed. FSA expects all reports to include a project summary and executive summary. The report should contain an executive summary and be provided in electronic format (word).

**Output 3:** Agreed final report using the 1:3:25 format as stated above (excluding annexes). The report should contain a project summary, an executive summary, full report, and be provided in electronic format (word and PDF);

- The executive summary should refrain from simply bulleting the points in the main report, but should consider what the findings mean in a wider policy context;
- Proof of concept will be demonstrated by the tenderer through the application of the methodology of to a small sample of FSA projects provided by the FSA to the tenderer;
- There should be a summary of data regarding proof of concept of the methodology applied to the sample cases;
- The main body of the report should include detailed instructions outlining how to apply the methodology to the range of FSA R&D investment;
- PowerPoint presentation summarising the key research findings and recommendations; and
- Electronic files of the underpinning data, including the modelling tool.

**Contract break point:** Following the receipt of Output 3, the FSA will determine the value of applying the delivered methodology to a representative sample of past projects.

**Work Package 2:**

**Output 4:** A draft final report and/or data sheet with results from applying the methodology to the FSA case study projects. FSA's preferred reporting format is 1:3:25.

**Output 5:** Agreed final report using the 1:3:25 format as stated above (excluding annexes). This report will be agreed following FSA feedback on the draft report.

Usually reports require two rounds of substantive comments by FSA officials (and any other parties involved in the project as appropriate) and a final round to finalise minor outstanding comments. Unless otherwise agreed, the project manager will co-ordinate comments and provide them to the contractor and all responses will be recorded. The final report will be subject to external peer review, following which further amendments may be required. Contractors should agree the timetable for reporting and publication with the project officer but should note that FSA normally expect two weeks to provide a co-ordinated response per round of substantive comments. Please confirm in your proposal how you will meet FSA's requirements for reporting.

The Agency is committed to openness and transparency. As well as the final project report being published on the Food Standards Agency website ([www.food.gov.uk](http://www.food.gov.uk)), we 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. Underpinning data should also be published in an open, accessible, and re-usable format, such that the data can be made available to future researchers and the maximum benefit is derived from it. The Agency has established the key principles for release of underpinning data that will be applied to all new science- and evidence-gathering projects which we would expect contractors to comply with. These can be found at <http://www.food.gov.uk/about-us/data-and-policies/underpinning-data>

*As required on a project by project base i.e. UKAS accreditation, ISO 9001 etc.*

*Quality management considerations should be given as to whether any particular standards need to be met.*

*Please list all specific requirements and insert any specific links*

*Examples of standards can be found at:*

*<http://www.iso.org/iso/home/standards.htm>*

*If the project includes any mathematical modelling, the quality assurance considerations need to include how the work will meet the standards in the Aqua Book:*

<https://www.gov.uk/government/publications/the-aqua-book-guidance-on-producing-quality-analysis-for-government>

Will the '[Joint Code of Practice for Research](#)' apply to your project?

<https://www.gov.uk/government/publications/joint-code-of-practice-for-research-jcopr>

**Timings**

Suggested research components and reporting timescales are as follows:

TABLE 2. REPORTING TIMESCALE	
Action	Timing
Project Start	
Output 1: Literature Review and proposed new methodology	
Output 2: Draft final report	
Output 3: Agreed final report	
Contract break decision	
Output 4: Draft final report	
Output 5: Agreed final report	

Tenderers must provide a proposed timetable including these dates, dates for outputs and other key dates as appropriate. Critical dates must be marked accordingly. The timetable must allow sufficient time for the Agency to comment on draft research materials including questionnaires, approach letters, etc. and sufficient time for reporting as detailed above. The timetable should also include indicative dates for a start-up meeting and any interim meetings where necessary.

**Personnel**

Details of all key personnel who will be working on this project must be given. Should any element of this project be subcontracted, this must also be stated in proposals with details of subcontracted companies, their key personnel and working arrangements with subcontractors. Tenderers should demonstrate previous experience of successful delivery of similar projects.

The tenderer will be required to appoint a Contract Manager (generally the named Principal Investigator) who will be fully accountable for the delivery of the project against the contract. They will be required to liaise closely with the Agency’s nominated project officer.

**Data issues**

Tenderers are asked to respond to each of these sections in relation to this project, this information is in addition to that submitted for the framework. In doing so FSA would like to draw particular attention to the Framework Standard Terms and Conditions on data security and the commissioning authority's role as the 'data controller' and the contractor's role as the 'data processor'.

*Dataset for analysis*

The Agency requires a fully documented non-anonymised dataset which it can use for its own analysis and research purposes. We will also require sufficient documentation (including syntax of main and derived variables) to allow Agency analysts and external researchers to replicate analysis included in the outputs. The dataset will require encrypted identifiers for each record, with a separate file to link these to names and contact details – which would be held securely by the Agency. Tenderers must set out what documentation they would provide to accompany the dataset.

*Data security*

Please refer to the Framework Standard Terms and Conditions on data security and outline in your tender any specific issues related to this project. The successful tenderer will be asked to complete a Data Security Questionnaire which will be reviewed by the FSA data security team and will form part of the contract.

*Data permissions and referencing*

Contractors are responsible for ensuring that all necessary permissions are acquired for the use of data, visuals, or other materials throughout the life of the project that are subject to copyright law, and that the materials are used in accordance with the permissions that have been secured. Contractors are also responsible for ensuring suitable referencing of materials in all project outputs including project data.

**Ethics**

Tenderers are asked to identify the ethical concerns for this project and how these issues would be addressed.

**Cost**

The proposal must identify all anticipated costs of conducting the work, providing a cost breakdown of staff involvement and days dedicated to the project for each staff member, and all other associated overheads and expenses.



Centre for the Evaluation of Complexity Across the food, energy, water and environment Nexus, a centre of expertise that is supported by the FSA).

Our proposed approach is to work in close collaboration with FSA, with the specification for the methodology, mode of working and outputs planned and delivered in partnership. We will use an agile approach – a way of team-working and product development that emphasises multiple, adaptable, and quick iterations building functionality to meet priorities established with the client and users. The methodology will be tested, refined and its value demonstrated through application to case studies.

The seniority of our team and the collaborative approach, will provide quality of thought and intellectual rigour, and help ensure acceptance of a new methodology with key stakeholders.

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

### OBJECTIVES

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

OBJECTIVE NUMBER	OBJECTIVE DESCRIPTION
1.1	INCEPTION 1: ESTABLISH A FIRM FOUNDATION FOR THE STUDY
1.2	UNDERSTANDING THE REQUIREMENT: DEEP DIVE INTO NEEDS, CHALLENGES AND PREVIOUS EXPERIENCES THROUGH WORKSHOP, INTERVIEW AND REVIEW OF PREVIOUS RESEARCH
1.3	EXPLORING POTENTIAL SOLUTIONS: DESIGN AND CARRY OUT TARGETTED LITERATURE REVIEW AND METHODS EXPLORATION - AGILE METHODOLOGY DEVELOPMENT AND TESTING CARRIED OUT IN PARALLEL TO THE LITERATURE REVIEW ⇒ OUTPUT 1
1.4	SHARING FINDINGS: THROUGH PRODUCTION, PRESENTATION AND DISCUSSION OF A DRAFT REPORT ⇒ OUTPUT 2
1.5	FINALISING FINDINGS AND RECOMMENDATIONS: THROUGH FINAL REPORT ⇒ OUTPUT 3
2.1	INCEPTION 2: ESTABLISH A FIRM FOUNDATION FOR PHASE 2 OF THE STUDY
2.2	REFINING THE METHOD THROUGH REAL WORLD APPLICATION: APPLICATION OF THE METHODOLOGY TO THE FIRST CASE STUDY
2.3	DEMONSTRATING USE: TO EVALUATE RELATIVE IMPACTS THROUGH APPLICATION TO A RANGE OF CASE STUDIES
2.4	SHARING FINDINGS: THROUGH PRODUCTION, PRESENTATION AND DISCUSSION OF A DRAFT REPORT ⇒ OUTPUT 4
2.5	FINALISING FINDINGS AND RECOMMENDATIONS: THROUGH FINAL REPORT ⇒ OUTPUT 5

## 2: DESCRIPTION OF APPROACH/SCOPE OF WORK

### A. APPROACH/SCOPE OF WORK

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

In this section we set out how we will meet the specification and deliver the best solution to meet FSA's needs. We describe the key elements of the approach and how these will enable us to meet the objectives set out above. Elements are numbered in the same way as the objectives to make the relationship clear.

## Key principles of our approach

- Working in partnership with FSA to ensure that we understand your needs from the methodology and that the methodology meets these
- Working with our CECAN colleagues to draw on the latest innovations in evaluation and complexity method
- Working flexibly and responsively.

## Key elements of our approach to meet the objectives – Work Package 1

### 1.1 Inception - establishing a firm foundation for the study

At an initial inception meeting we will ensure that we have a full understanding of the scope and specification, discuss the plan, and agree any necessary changes etc. In particular, we will explore with FSA key constraints on the methodology including the budget FSA have available for each evaluation. We will also discuss issues such as data security and sustainability. We will prepare a brief inception note that will record actions and key decisions and the updated plan. This plan will not be 'set in stone'. As the work proceeds we will respond agilely to emerging findings changing the plan to respond to changing needs in discussion with FSA (see Agile working under INNOVATION.)

⇒ **m/s 1.1.1 inception note**

### 1.2 Engagement with users to understand the requirements

We will review work carried out previously (for example the literature review and previous evaluations) and engage early with a selection of FSA staff through workshops and interview.

We will discuss and explore:

- how the outputs of the evaluation methodology will be used (so we can design it to provide fit for purpose outputs)
- who it is anticipated will apply the method, what capabilities can be assumed, what capability building is envisaged, what resources will be available in terms of people's time and data that is (or could in the future be) collected routinely as part of projects
- the barriers and challenges to evaluation the methodology must tackle – the specification clearly sets out a number of challenges associated with the evaluation of complex systems (see under INNOVATION below).

We have allowed for 2 workshops and up to 8 telephone interviews at this stage, with resource for additional workshops to be carried out as part of method development and testing (see next). Workshops will be designed using a proven process developed by our International Association of Facilitators certified facilitator, who can be available to lead workshops if this would be useful.

⇒ **m/s 1.2.1 specification**, an agreed specification for the methodology – we will discuss this with FSA before starting the bulk of the research and methodology development work. The specification will form a firm basis for directing that work efficiently. We recognise that further research and testing may suggest other uses, outputs, constraints and opportunities, and the specification will be maintained in an agile fashion to capture these.

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### Example of scoping the use of innovative methods

Risk Solutions and CECAN are currently working with HSE to explore the use of system mapping and modelling methods to enable better understanding of, and decision making around, mental health.

After an initial filtering of a long list of potential approaches, two shortlist candidate methods were identified (agent based modelling and dependency modelling - see under INNOVATION). The applicability and usefulness of the methods were then tested, and draft specifications developed, using a structured discussion against criteria including:

1. The domain, scope, users and research question
  2. The outcomes required
-

3. The level and nature of quantification required
4. Background such as theory relating to the domain, previous experience
5. The strength and weaknesses of the approach in terms of the technical, analytical and complexity challenges
6. Process and practicality considerations such as who needs to be involved, time commitments, data requirements etc

### 1.3 Directed research and agile methodology development and testing

#### Directed research

There is a large literature addressing evaluation of the impact of R&D, and FSA has already carried out a review of this. We therefore suggest that the literature review is directed into areas that will be most fruitful in terms of meeting FSA's need. The agreed specification will enable us to direct further review of the literature efficiently, building on the review already carried out and drawing on our team's wide knowledge of methods used in other domains and applications. The literature review could extend to:

- experience in other countries
- experience in other domains with similar issues e.g. research conducted which has multiple, short and long-term effects on a variety of groups such as in housing, which may be an interesting comparison as it affects consumer health, or transport
- complexity appropriate techniques used for other applications, such as appraisal
- specific methodological challenges, for example, prioritisation among research proposals could use a measure such as the potential impact on consumers wellbeing as a basis for aggregating different types of impact. If initial research suggested this would be useful, this would require a literature review on the related aspects to wellbeing (impact of health, healthy food, nutritious food, feeling save and confident to do food shopping) in addition to the economic impacts on industry. The work would also have to cover consumer behaviour in the home, storage and preparation of food. Consumer behaviour will be based on what they get from the media, what they have learnt when young, and sheer practicality. Social media will play an important role.

The review will involve the following steps:

- agree scope and search terms
- initial search and filtering based on relevance to requirement
- synthesis of key points
- review and revision of search terms and scope based on emerging findings and method development work.

Because real world experiences of innovation and innovative methods, generally 'lag' behind the published literature, we expect that conversations with researchers, practitioners or commissioners, working in fields with similar challenges may be very valuable. Again, we will be able to draw on our team's experience and CECAN work here. For example, in CECAN we have been exploring application of methods more commonly used in decision support and appraisal and there is very little published about their application to impact evaluation. We have described some methods that we believe have merit against the specific challenges listed here under INNOVATION below.

Our project plan and resource allocations (see PLAN and STAFF EFFORT) provide a balance between formal literature review and wider research to reflect the innovation 'lag' and the work FSA have already done in this area. We will discuss and agree the balance of activities at inception, and as the project proceeds. Our agile project management approach means that we can reallocate resource, with FSA's approval, if emerging findings from the literature review suggests that the work should be rebalanced.

### Method development and testing

The research work will respond agilely to emerging needs from the method development which will proceed partly in parallel seeking additional input on areas that appear promising, (see PLAN below). CECAN have been pioneering the use of agile approaches to the development and testing of evaluation methodologies and Risk Solutions have been using these approaches to complex problem solving for some years. Agile approaches allow for the incremental development of methods and tools, in close partnership with the client, responding to needs that emerge as understanding of the requirement and the method and its capabilities develops, and insights emerge from research activities. We have described this approach further under INNOVATION below. The agile process will be managed by an experienced agile scrum master.

Method development and testing will proceed in a series of iterations. Progress will be reported at the monthly update meetings at which we will also agree priorities for the next stage of development and testing with FSA. We anticipate the following iterations (note: the detailed programme will be agreed at inception):

- Mid-November: discuss and agree initial ideas for the methodology. The strengths and weaknesses of the methodology will be set out against the agreed specification and options will be presented where identified and decisions on the way forward agreed.
- Mid-December: A first draft of the method (along with the results of the literature review work) will be presented. Clear justification will be provided for decisions made. An initial version of the tool will be presented – this will have limited functionality but will enable FSA to comment on the user interface, how outputs will be presented etc. A sample of case studies for conceptual testing of the tool and a testing plan will be agreed (e.g. who will need to be involved, how, what data can be made available etc). We will work flexibly with FSA to ensure that we can accommodate busy diaries.  
⇒ **m/s 1.3.1, Output 1**, results of the research work assessing the strengths/weaknesses of existing methodologies, a report detailing the new methodology to be used for this project, a draft version of the tool, a testing plan.
- Mid-January: Final development and testing will then be carried out in parallel with preparation of the draft report (see next). Testing will comprise desk-based application to the small sample of real case study examples provided by FSA, in accordance with the testing plan. The aim of the test applications will be to prove the concept and test its practicality, including resource requirements (data, skills etc).
- Mid-February: Comments on the draft final report (see next) and tool will be accommodated in the methodology and tool.

We note that a number of promising methods identified under INNOVATION below, for example Dependency Model or Contribution analysis approaches, may require significant additional input from FSA, and others e.g. people who are using the results of R&D (eg food industry, inspectors, journalists and to some extent consumers) to map how R&D works its way through to its impact. The mapping has to be sufficiently comprehensive that it provides a good generic framework for any piece of R&D, but must be carefully structured to ensure that the framework does not become too unwieldy to the informative – the analysis must be tractable and transparent. This requires expert post processing of information gathered in workshops and interviews, which must be reflected back to participants to ensure the framework remains representative. Other methods will present different challenges.

Until we have agreed with FSA the best approach it is difficult to be specific about the activities required to support methodology development and testing. We have allowed in our STAFF EFFORT and COSTS for 3 workshops, or 3 smaller working meetings and 10

depth interviews, to be carried out during this element of the work to support method development and testing. See RISK ASSESSMENT for additional management controls to manage this area of uncertainty. We generally find that 3 workshops are sufficient to build e.g. a dependency model of a system.

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### **Examples of agile development of methods and tools**

Two examples of agile development of methods and tools are Risk Solutions work with HS2 developing a benefits assessment tool and with RSSB developing a method train operators can use to explore drivers of delays on their railway and assess different ways of managing them. These are described further under INNOVATION.

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### **1.4 and 1.5 Sharing findings through clear reporting**

The draft report will present our key findings from the workshops/interviews, literature review etc. The recommended methodology will be described with its strengths and weaknesses, method application etc.

FSA's preferred reporting format is a one-page project summary, 3 page executive summary and 25 page full report with additional detail in annexes where useful. We believe this is an excellent format allowing us to tailor the report for different audiences. The draft report will provide an additional opportunity for FSA to provide input.

⇒ **m/s 1.4.1, Output 2**, draft final report

The final report will take on board FSA's comments and will include:

- An executive summary that will place the work in the wider policy context;
- A proof of concept through the application of the methodology to the small sample of FSA projects provided by the FSA
- A summary of data regarding the proof of concept case studies
- Detailed instructions outlining how to apply the methodology to the range of FSA R&D investment;
- A PowerPoint presentation summarising the key research findings and recommendations; and
- Electronic files of the underpinning data, including the modelling tool.

⇒ **m/s 1.5.1, Output 3** final report

We aim to write our reports in language intelligible to the intended audience, to ensure that conclusions are supported by evidence and recommendations appropriately prioritised. We use a mixture of text, graphics and tables and, for qualitative analysis, verbatim quotations from the fieldwork, to present the information clearly, imaginatively and persuasively.

To ensure that reports are fit for purpose we will:

Agree the appropriate audience for each document with FSA

Discuss with FSA the appropriate style, language (Plain English, academic, technical), 'tone' and ways of presenting data for each audience

Where audiences have different requirements (e.g. policy officials, analysts, members of the public) we will agree how to address these through e.g. including technical annexes for technical audiences.

All reports are proof read by an experienced proofreader before issue.

All our staff are trained in Plain English, using Plain English campaign materials.

## **Key elements of our approach – Work Package 2**

### **2.1 Inception, to establish a firm foundation for phase 2 of the study**

At the Phase 2 inception meeting we will ensure that we have a full understanding of FSAs requirements from this phase and any additional feedback on the Phase 1 report, methodology

and tool. We will agree the case studies to be included in the Phase 2 work and identify with FSA who needs to be involved in each case study and how. We will agree how the case studies and data are to be documented and findings presented. We will record actions and key decisions and provide a case study plan and an updated project plan in a brief inception note.

At this stage we will have a detailed understanding of the methodology and the application process, so will be able to work-up with the FSA project officer a detailed plan for applying it to the case studies – this will be very dependent on the methodology developed. For example, under INNOVATION below, one suggestion is to consider with FSA a layered approach that would examine the value delivered by R&D at both the individual project and system levels. This opens up the possibility of combining case studies defined at the individual level. An example of a system wide assessment, that considers a portfolio of different types of activity against strategic objectives, is described under INNOVATION below (Environment Agency, flood risk management). We would be happy to work with FSA to define a system level case study if this approach is selected.

⇒ **m/s 2.1.1 inception note** including a plan for the case studies

## 2.2 Refining the method through the first case study

While the methodology and tool will have been proof of concept tested in Phase 1, we recognise that real world application provides an opportunity to further refine and hone the approach to optimise usability and deliver best value. We will use the first case study to optimise the method, guidance and tool.

⇒ **m/s 2.2.1 first case study note** – this informal project note, presentation or data sheet will briefly report the findings and provide recommendations for refining the methodology emerging from the first case study.

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### Example of case study work with FSA – the FSA Regulating our Future CECAN case study

The objectives of the case study were to:

- support the Food Standards Agency (FSA) to explore and define: (1) explicit outcomes and (2) a Theory of Change (TOC) for Regulating our Future (ROF)
- upskill and equip the FSA with a plan and know-how to use and update the TOC over time (continuous evaluation) ('socialising' the TOC)

Working with FSA, CECAN members – led by Martha Bicket a nominated member of this team:

- Carried out a literature review of TOCs for regulation
- Delivered workshops with the FSA
- Produced a 5-page draft TOC (including high-level TOC, transition points and key outcomes)

Through the workshops FSA participants felt they had achieved closer alignment on design and delivery of ROF and identified key challenges to address, e.g. the evolving nature of regulatory system and how to build in the ability to respond to dynamic elements. The workshop outputs fed into ROF business case development.

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## 2.3 Demonstrating use to evaluate relative impacts through application to a range of case studies

We will apply the method to the subsequent case studies in accordance with the plan taking on board findings from the first case study.

⇒ **m/s 2.3.2 case study updates** – as each case study proceeds we will share with FSA through case study specific communications, the monthly update meetings and updates to the case study note.

## 2.4 and 2.5 Sharing findings through clear reporting

We will produce, present and discuss a draft final report using the 1:3:25 format – building on the informal project note produced during the case studies.

⇒ **m/s 2.4.1, Output 4**

Following FSA feedback on the draft final report we will produce the final report and final versions of all deliverables (i.e. the tool and dataset).

⇒ **m/s 2.5.1, Output 5****B. INNOVATION**

Please provide details of any aspect of the proposed work which are considered innovative in design and/or application? E.g. Introduction of new or significant improved products, services, methods, processes, markets and forms of organization

The specification sets out a range of challenges the methodology must address. Many of these are challenges associated with any impact evaluation carried out in a complex environment. They include:

- Research is commissioned across a broad spectrum of areas, and encompasses a broad range of different types of activity
- Projects may deliver one or more of a wide range of different types of benefits
- Isolating the impact of a project or a programme of FSA research and attribution of benefits (and any value associated with them) can be very difficult, as:
  - the realisation of benefits may be reliant upon several other R&D outcomes and/or other sources of funding
  - benefits may be indirect, intangible or difficult to quantify
  - it may be difficult to establish a counterfactual (would the same benefits have been realised, but by a different route if the project had not been funded by the FSA)
- Some approaches rely on expert judgement – but this raises questions of quality and consistency of judgement
- Innovative research may be risky in nature, the ultimate benefit of which may be unclear, the method must recognise its value in addition to lower risk projects with more easily realised benefits – this suggests an approach where each project is not only assessed in terms of its own impact, but also as part of a balanced portfolio of projects contributing to the FSA's overall strategic objectives
- The method must enable both the impact of existing research work to be assessed (ex post evaluation) and support decision making around investment in future research (ex ante evaluation)
- The methodology will be new and innovative (see below) – a key challenge will be to ensure that the method is acceptable to key internal and external stakeholders.

In the ITT, FSA are explicit in its desire for a **new** methodology to be developed to tackle these challenges; not for an existing framework to be applied. Both in Risk Solutions and CECAN we have been pioneering:

- New, innovative complexity-appropriate impact evaluation methods that can meet the challenges
- Innovative, agile ways of participative working with users to develop and test new methodologies.

We will bring this experience to bear on this assignment. Each is discussed further here.

**Complexity appropriate methods**

Our work has shown that complexity appropriate methods must be adaptable, for example to cope with different impacts or varying data availability. Rather than delivering a single definitive but potentially flawed answer, they provide ranges and likelihoods of outcomes. As well as providing information about *what* the project has delivered (its outputs and impacts), they also deliver learning about *how* impact can be enhanced in this and future projects. This recognises

that for activities such as research, where the causal chains between outputs and impacts are often long and complex, it is rarely possible to provide definitive measures of impact, and that best value is obtained when opportunities to enhance learning are taken. Often methods developed in other contexts can be re-purposed for complex evaluation – for example decision support and appraisal methods, which often explicitly tackle risk and uncertainty in impacts, can be very useful. Hybrid methods – that combine two or more designs can also be very useful.<sup>10</sup>

CECAN and Risk Solutions have been exploring the use of a number of methods for evaluation that specifically address the challenges outlined in the ITT. Examples of the type of methods that might be fruitful, and we would suggest considering in isolation or in some combination, include:

- Agent based modelling approaches
- Dependency modelling based approaches
- Contribution tracing
- Enhanced scoring and weighting methods – e.g. use of visualisation

### **Agent based modelling**

Agent based approaches model the individual actors that make up a system (called agents) and the interactions between them to determine how the system will behave. Agents can be people, companies, assets, vehicles, cities, animals, etc – they can also be research projects. Agent-based modelling differs from many classical modelling approaches in that no attempt is made to impose the behaviour of the system directly; the global behaviour emerges as a result of interactions of many individual behaviours. There is no assumption of equilibrium; the system is modelled as dynamic and adaptive. Models can represent long, non-linear relationships between cause and effect and simulate many of the features observed in complex systems in real life, which can be instrumental in determining impact - for example, whether or not a project can make a sustained difference to outcomes may depend on the inertia operating in the system, the adaption of players in the system to the findings and whether some tipping point is reached.

While more typically used to support appraisal of options, CECAN is exploring the use of agent based models for ex post impact evaluation given their ability to handle complex systems' interaction. They provide a way of considering benefit realisation over the longer term, for example as knowledge ripples out through knowledge networks, and generating virtual or artificial counterfactuals to show what might have happened had an R&D project not been carried out. Members of the team proposed here are currently using agent based modelling to generate a counterfactual for an evaluation of a social intervention, and have developed agent based models specifically to assess the impact of research (see box below). This work demonstrates our team's ability to develop novel methods and apply them to impact evaluation and research impact evaluation in particular.

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### **INFISO-SKIN – an Agent based model to measure the impact of research**

The European Commission was expecting to spend around €77 billion on research and development through its Horizon 2020 programme between 2014 and 2020. Horizon 2020 is the successor to the previous, rather smaller programme, Framework 7. When Horizon 2020 was being designed, the Commission wanted to understand how the rules for Framework 7 could be adapted to optimise it for current policy goals, such as increasing the involvement of small and medium enterprises (SMEs).

An agent-based model, INFISO-SKIN, was built to evaluate possible funding policies. The model was set up to reproduce the funding rules, the funded organisations and projects, and the resulting network structures of the Framework 7 programme. This model, extrapolated into the future without any policy changes, was then used as a benchmark for

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<sup>10</sup> The CECAN Manifesto: <https://www.cecan.ac.uk/sites/default/files/2018-02/Cecan-Manifesto%20%2821%20Feb%202018%29.pdf>

further experiments. Against this baseline scenario, several policy changes that were under consideration for the design of the Horizon 2020 programme were then tested, to understand the effect of a range of policy options: changes to the thematic scope of the programme; the funding instruments; the overall amount of programme funding; and increasing SME participation<sup>11</sup> (Ahrweiler et al. 2015). The results of these simulations ultimately informed the design of Horizon 2020.

### Dependency modelling

Research and development is traditionally evaluated based on its financial benefit compared with its cost, for example using benefit to cost ratio or payback period or discounted cashflow measures such as NPV or IRR. However, this can be difficult for many kinds of R&D, particularly where it is more fundamental in nature or is 'enabling' such as research to increase the state of knowledge about a subject or encourage a behavioural change amongst the public or industry. It is also therefore worth considering more holistic measures of benefit, for example the extent to which a project contributes to the achievement of FSA strategic objectives or desired longer-term outcomes.

One approach to dealing with this problem is dependency modelling. A dependency model can be useful for assessing the impact of R&D because it maps the relationship between inputs, activities, outputs, outcomes and ultimately the organisations strategic objectives, in a system map (a series of nodes connected by lines of dependency). An R&D project could in theory deliver benefits to any of these nodes, and the dependency model will show how those benefits propagate through the whole system, and the resulting contribution to the outcome nodes (see the box below for an example of this). The starting point for this approach is an understanding of what the strategic objectives are and what an improvement in outcomes would look like compared with the current situation. Dependency modelling addresses the criticism levelled at many standard 'theory of change' approaches, that they are too linear to effectively reflect the complexity inherent in many projects and programmes.

The same model can be used to both evaluate past projects and appraise potential projects. When it is used for evaluation purposes the emphasis is on looking for evidence that a project has delivered a change to one or more nodes (and also any evidence that the change has occurred by a different mechanism). The evidence is then propagated through the network to observe the effect on outcomes that would be difficult to observe directly in real life, because for example, they are difficult to isolate, or are only expected to develop over time. While judgements are often necessary, consistent meaningful assessments are enabled by very clearly and closely defining the scope and nature of the judgement required and grounding these in situations that experts are familiar with, and can make judgements about, and where possible, where they can be informed by data. The uncertainty in the judgements is also explicitly captured and reflected in the outcomes. Sensitivity analysis enables the user to rapidly assess the impact of uncertainty on conclusions and the value of collecting more evidence to support decisions. Using the ideas that lie behind methods such as contribution tracing (see next) the strength of the evidence used to support judgements can also be formally quantified. Because they deal explicitly with uncertainty and risk they provide an excellent framework for considering and comparing projects with different risk and reward profiles.

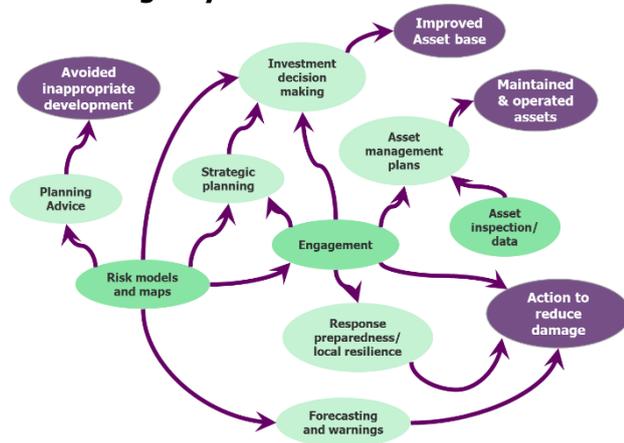
<sup>11</sup> AHRWEILER, P., Schilperoord, M, Pyka, A. & Gilbert, N. (2015). Modelling research policy: Ex-ante evaluation of complex policy instruments. *Journal of Artificial Societies and Social Simulation* 18(4), 5: <http://jasss.soc.surrey.ac.uk/18/4/5.html>. [doi:10.18564/jasss.2927]

Dependency modelling opens-up the prospect of examining the impact of a portfolio of projects on outcomes for the system as a whole. One option that we could explore therefore is a combined approach that:

- Looks first at each project on its own merits, but combines this with
- A dependency model that shows how and where the project contributes to improvements in outcomes for the system as a whole, including taking into account the portfolio effects of other projects that are or have already been implemented by FSA or others.

**Dependency modelling for the Environment Agency**

Risk Solutions worked with the Environment Agency to develop and quantify a dependency model to evaluate the contribution of the different types of flood risk management activity the Environment Agency engage in on the achievement of outcomes. The figure shows a simplified representation of the dependency model, reflecting activities carried out or facilitated by the Environment Agency (in green) that influence flood risk management outcomes (purple).



As well as providing, for the first time, a clear comparison of the value of 'softer' activities (such as stakeholder engagement around community resilience) with that delivered by capital investment in flood defences, the model enabled the Environment Agency to demonstrate the potential impact of changes in activities on flood risk outcomes.

The approach tackled many of the challenges FSA are facing: how to compare the value of different types of activities, delivering a different mix of benefits in different ways at the system level; how to appropriately value activities where the benefits are uncertain and dependent on a wide range of other variables; and how to work effectively with expert judgement. The work therefore effectively bridged the gap between evaluation and the strategic planning of activities in complex, changing environments.

**Contribution tracing**

Contribution tracing<sup>12,13</sup> is one of a number of methods that bridge traditional quantitative and qualitative approaches. These methods recognise that high quality data does not always mean statistically significant data. Contribution tracing, is a very recent development of an established technique called process tracing. Contribution tracing combines contribution analysis with process tracing to allow the evaluator to do two things:

- test claims that an activity (ie an R&D project) is contributing to outcomes (is it valid or not?); and optionally

<sup>12</sup> A good introduction to contribution tracing can be found at Ann-Murray Brown, Contribution Tracing: A Brand New Evaluation Approach to PROVE Your Programme's Impact, 2016.

<sup>13</sup> Barbara Befani and John Mayne (2014). *Process Tracing and Contribution Analysis: A Combined Approach to Generative Causal Inference for Impact Evaluation*, IDS Bulletin Volume 45 Number. IDS Bulletin. Available at <http://www.betterevaluation.org/sites/default/files/idsb12110.pdf> (Accessed 02 May 2017)

- if it is found to be valid, to quantify the level of confidence that can be placed in the contribution claim.

Quantification is carried out in a workshop setting. The extent to which the presence or absence of a given piece of evidence strengthens or weakens the evaluator's initial confidence in a given contribution claim is assessed by a team of experts using a rigorous technique known as Bayesian updating.

It can only be used once a plausible and well-defined picture of how activities lead to outcomes has been developed, and one way to do this is to use a dependency model as described above. For application to FSA's need, the challenge will be to build a model of how R&D activity leads to impacts that is sufficiently complete to apply to the wide range of activities carried out without requiring additional development for each new project.

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### **Environment Agency and Great Manchester Combined Authority**

Ulrike Hotopp worked with the Environment Agency and GMCA to develop a methodology and to assess the impact of embedding Environment Agency staff within a local authority such as to include focus group discussions, the design of a Logic Model and Theory of Change, in consultation with relevant stakeholders, applying Contribution Analysis and Process Tracing to identify causation

The example demonstrates the use and adaption of a range of tools in combination to measure and impact. These included: process tracing to measure influence; contribution analysis to assess on observed change, systems analysis to understand the overall systems dynamics and effects (to identify the risks to the outcomes and cost benefit analysis to quantify and monetise impact).

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### **Enhancing scoring and weighting methods**

FSA have identified a range of challenges assessing the impact of R&D projects, benefits can arise indirectly and take time to be realised – they may take many different forms and may be very different to those envisaged when the work started. It may not be possible to arrive objectively at a definitive measure of the value of an R&D project, even if unlimited resource is available to support the assessment. In practice the timing of evaluations, the resources (including the data and budget available) place significant constraints on what can be achieved. Comparing projects delivering very different types of benefits, in different ways is especially challenging and expert judgement may very often be necessary. Traditional scoring and weighting approaches tend to rely heavily on expert judgement, which raises concerns about the reliability and consistency of the judgements. The risks of poor quality judgements can be managed in a number of ways, for example:

- breaking judgements down into a series of very clearly defined, discrete decisions, and providing users with guidance on how to 'anchor' their judgements and avoid unconscious bias
- using rigorous formal methods such as swing weighting to inform the allocation of weights, and
- use of visualisation methods to provide a richer picture of the value of a project (e.g. the different types of benefit delivered) and the sensitivity of the results to the judgements made.

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### **Example of using visualisation – HS2: Benefits realisation**

HS2 Ltd. assesses value in terms of a range of different benefit measures derived from the programme strategic goals and benefits.

Risk Solutions worked with HS2 to create a whole life asset value tool that would help HS2 ensure that its design decisions would deliver best value for money across the life of the HS2 programme. The tool is used to score the value of a decision option in each of the types of benefits anticipated by HS2 Ltd. Users consider all of the potential benefits affected by a design option, scoring each benefit using a range of measures. The tool

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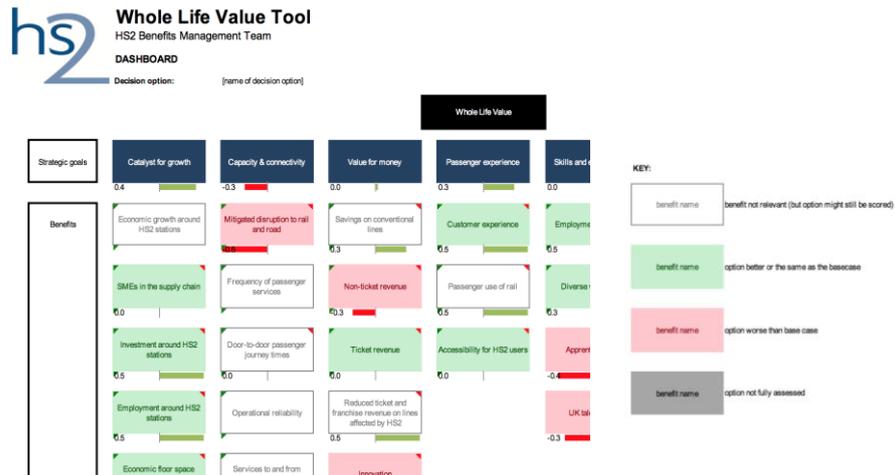
presents a dashboard view showing the final value of the option being considered against the HS2 benefit baseline.

The overall value of each option is represented on a dashboard showing performance in terms of 37 individual benefits, grouped under 7 strategic goals. Performance against benefits is scored for each option by users as they deliver (or plan) aspects of HS2 delivery. The scores for each benefit are generated by scoring the options against up to 5 prescribed measures (depending on the benefit), and sub-scores are then weighted and summed to arrive at the benefit score. Each benefit changes colour on the dashboard based on whether the decision option results in an outcome that is better or worse than the baseline (see an extract from the dashboard below).

The measures vary in how they are scored. Sometimes they are judgement calls (better/worse), sometimes they are numbers, facts or data.

The tool allows HS2 to define whatever scoring system they like. They generally chose in the first instance to use simple

measures (better or worse, much better or much worse, the same - relative to a base line). The tool provides guidance for users to help frame what better or worse looks like, to 'anchor' their judgements and thus help ensure consistency.



No summation or weighting was used to add together the 37 benefits to arrive at an overall value. This was a deliberate choice by HS2, because the benefits vary so much in their scope, size and impact. Instead HS2 prefer to use the visual display on the dashboard to compare benefit scores.

The tool has been designed to be very adaptable and flexible. HS2 Ltd are able to update the tool to reflect changes in direction over time; e.g. changing the types of benefits of interest, the measures used to score each type of benefit, and the alignment of benefits with HS2 strategic goals. Functionality has also been incorporated to accommodate weighting and summing of the individual benefit scores, should the client want this in future.

HS2 Ltd. and their contractors are now using the tool to measure and compare the value of various options, providing assurance that each design decision is made with a complete understanding of how the outcomes will affect the anticipated benefits of the HS2 programme.

**Agile approaches for developing and testing methodologies in complex situations**

CECAN’s work<sup>10</sup> has shown that methodological innovation with respect to complexity appropriate methods is strongly enabled through:

- Co-production with users – with the purpose, mode of working and outputs planned and delivered in partnership

- Using an agile methodology – an approach to team-working and product development that emphasises multiple, adaptable, and quick iterations building functionality to meet priorities established with the client and users
- Developing and refining methods through a case study approach.

We are proposing to use partnership and agile working in this project, as described above.

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#### **Example of agile development of a methodology – RSSB: Managing train delays**

The HS2 benefits realisation tool was developed through an agile approach. In addition, Risk Solutions is currently working with City University, GWR and the Rail Safety and Standards Board, to develop a method train operating companies, such as GWR, can use to understand and manage the impact of delays. An initial delay may be caused by many different factors: adverse weather, a train accident or even just longer than planned time to disembark and embark passengers at a station. This delay can propagate across the network causing delays in other locations that are difficult to predict and manage. Risk Solutions and City University are developing a method of understanding the key determinants of impact on train operations following an initial delay event on the railway network, and assess different methods of managing this in different situations. The method is based on combining agent based modelling with powerful visualisation tools. The approach taken is Agile, with frequent stand-up telecons and meetings between team members, users and funders. This is enabling the work to focus on outputs that would be of most use to users as well as efficiently capturing the operational knowledge of our partners.

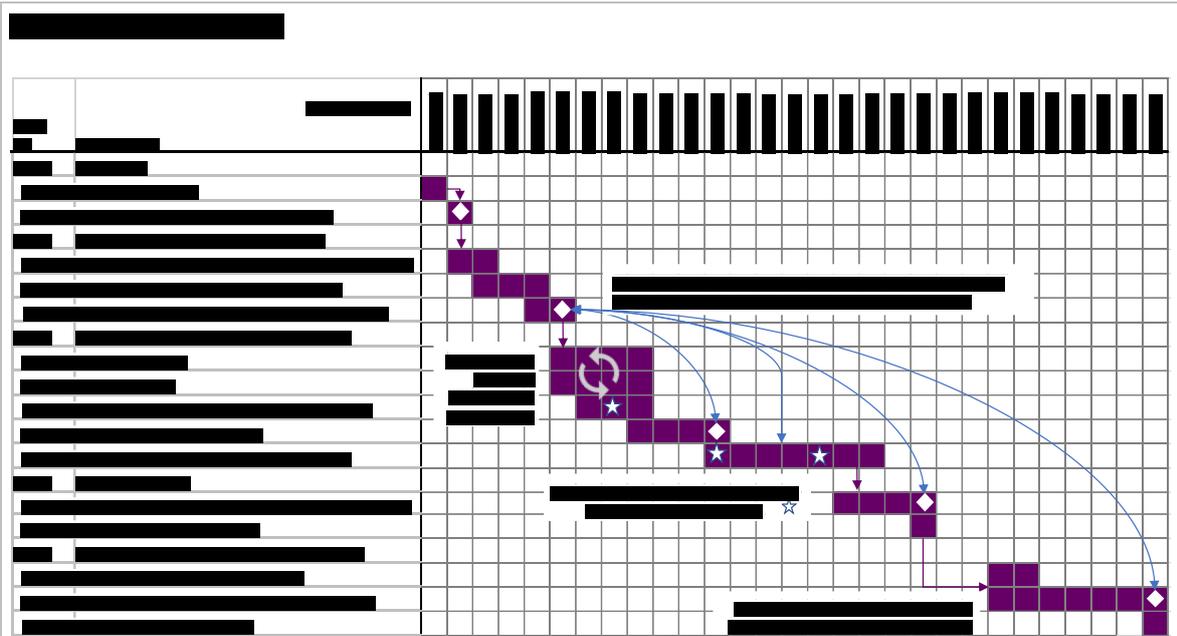
### **3: THE PROJECT PLAN AND DELIVERABLES**

#### **A. THE PLAN**

Please provide a detailed project plan including, the tasks and sub-tasks required to realise the objectives (detailed in Part 1). The tasks should be numbered in the same way as the objectives and should be clearly linked to each of the objectives. Please also attach a flow chart illustrating the proposed plan.

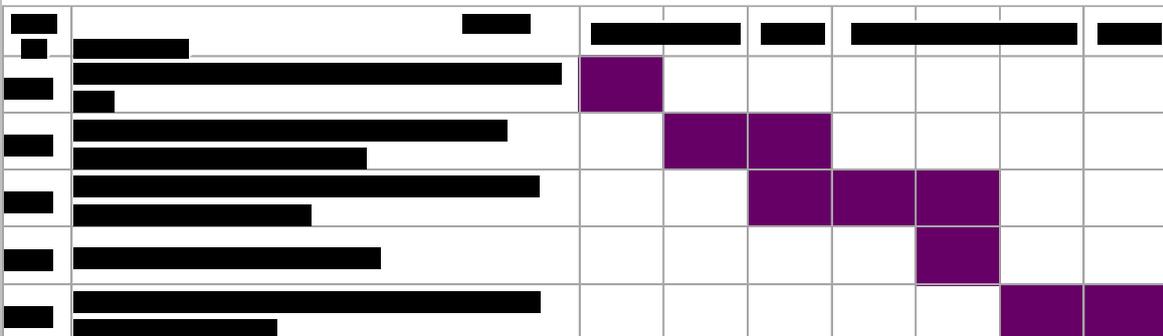
The figures below show our proposed task list and initial project plan. We will discuss these at the Phase 1, and if commissioned, the Phase 2 inception meetings, and agree any changes. As the details of the methodology are yet to be agreed, some of the details around development, testing and application to case studies are necessarily difficult to pin down at this stage, we will work flexibly and responsively with FSA to ensure the plan will deliver the requirement within the timescales and resources set down.

The Phase 2 plan will be developed in more detail as part of the process of Phase 1 reporting and at Phase 2 inception. The task numbering is aligned with the objective numbering as follows Phase.objective.task – e.g. 1.1.1 is Phase 1, Objective 1, Task 1. The work to be carried out under each objective is described above under APPROACH, the same numbering convention applies – So, work to address Phase 1, Objective 1, Task 1: Inception is described under Element 1.1.1.



We have allowed 2 weeks following issue of the draft final report for receipt of one round of substantive comments on the draft prior to beginning work on the final report – and then 6 weeks for preparation of the final report to allow time for an additional round of substantive and then minor comments – this allows us to issue the report in mid-April and gives us 2 weeks contingency in the programme and still be able to issue the report in April.

**Phase 2 plan**



**B. DELIVERABLES**

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

For larger or more complex projects please insert as many deliverables /milestones as required.

Each deliverable should be:

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

Please insert additional rows to the table below as required.

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





*Environment Agency Client in reflections to the Risk Solutions team*

**Project example 2: The Centre for Evaluating Complexity across the Nexus**

**Dates:** Mar '15 – Mar '19

[Redacted text block]

- [Redacted list item]

- [Redacted list item]

- [Redacted list item]

[Redacted text block]





[REDACTED]

[REDACTED] - *BSc (Hons) Chemistry; PhD Nuclear Chemistry*

[REDACTED]

[REDACTED] - *BSc (Hons), Chemical Engineering, University of Manchester Institute of Science & Technology, Master of Business Administration (MBA) Manchester Business School, Winner of Halifax Prize 2001*

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] – *International Association of Facilitators (IAF), Certified Professional Facilitator; NTL Institute Certificate in Organisation Development, PhD Computational Fluid Mechanics (University of Salford); BSc Aeronautical Engineering (University of Salford)*

[REDACTED]

[REDACTED]

Participant Organisation 1

Live Economics

Named staff members, details of specialism and expertise.

[REDACTED] - *PhD (Economics), "International trade and Innovation", Diploma in Econometrics, Diploma, Sustainable Energy, MA in European Studies, MA in International Economics, Diplom-Volkswirtin (Diploma in Economics)*

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]



[REDACTED]

[REDACTED] - *MSc Environmental Technology, Imperial College London, BSc (Honours) Mathematics, University of Warwick, Mathematics [Licence 3], Université Pierre et Marie Curie (France)*

[REDACTED]

[REDACTED]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

Participant Organisation 3

Named staff members, details of specialism and expertise.

**C. STAFF EFFORT**

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

Name and Role of Person where known/ Role of person to be recruited	Working hours per staff member on this project
[Redacted]	[Redacted]
These are our best estimate at this stage – we may rebalance staff effort as the project proceeds in discussion with FSA in response to emerging project needs	

**5: PROJECT MANAGEMENT**

Please fully describe how the project will be managed to ensure that objectives and deliverables will be achieved on time and on budget. Please describe how different organisations/staff will interact to deliver the desired outcomes.  
Highlight any in-house or external accreditation for the project management system and how this relates to this project.

Risk Solutions applies an integrated project and quality management approach to all projects it undertakes that is ISO 9001:2015 accredited, and is consistent with PRINCE2 and Agile principles. It has a strong focus on communication between the project team, the client, experts and stakeholders.

The following measures will ensure that the work is delivered to time, quality and budget:

- We have proposed a very experienced project management team: ██████████ (project director) and ██████████ (project manager). ██████████ have deep experience of working together managing delivery of assignments for senior clients.
- ██████████ will be responsible for maintaining senior level contact with FSA, providing project oversight and ensuring that all necessary resources are available on the timescales required.
- ██████████ will act as the Contract Manager and will be fully accountable for the delivery of the project against the contract. He will liaise closely with the Agency’s nominated project officer. He will act as the dedicated point of contact for communications with FSA as well as ensuring delivery of all requirements, provision of progress reports, and production of project reports to time, quality and budget. ██████████ will ensure that any issues that may arise are resolved in a timely manner. ██████████ has the necessary authority to take decisions and deal directly with the JSA’s project officer on all matters relating to this contract.
- Chris will be responsible for managing our partners from Live Economics and CECAN. He will ensure that sub-contract conditions are transparent and reflect the main contract conditions. Throughout the project our partners will work as part of the team, within the Risk Solutions’ quality management system (see QUALITY).
- We will ensure that the project starts well by making sure that we have a consistent and clear understanding of FSA’s objectives for the contract and that the project plan reflects this.
- Control of the programme will be realised through clear definition of tasks and regular team Agile catch-ups.
- We will share emerging thinking and findings regularly with FSA so that FSA can ensure that the project is on track and provide timely steers.
- Risk Solutions’ commit to retaining the team proposed throughout the course of the project. However, should a team member become unavailable due to factors outside our control. The use of very experienced consultants on the team reduces the impact of this risk as other team members have the skills and experience to bridge the gap, and also provides more capacity should any delays occur early in the project. We can also call on additional equally qualified individuals from our team and from CECAN with FSA’s permission.

**Progress reporting**

We will keep the FSA’s project officer well informed of the progress of the project. ██████████ will keep regularly in touch by telephone and e-mail. He will supply brief formal progress reports monthly. He will also agree with the FSA’s project officer more frequent informal email or telephone progress reporting where appropriate. He will attend the monthly update meetings, agreeing with the FSA project officer meeting dates and whether these should be in person or virtual – e.g. via GoToMeeting at inception.

**6. RISK MANAGEMENT**

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

Identified risk	Likelihood of risk (high, medium, low)	Impact of Risk (high, medium, low)	Risk management strategy <i>Note our likelihood and impact assessments shown left are <b>before</b> management action</i>
<b>No acceptable solution to challenges found</b>	low	high	Our team has worked at the cutting edge of development of evaluation and appraisal methods, especially in challenging and complex environments. We are expert in a range of established and novel techniques for impact evaluation and appraisal – including

			use of techniques such as visualisation to provide a richer picture of benefits and Bayesian methods to formalise treatment of uncertainty and test the strength of evidence. However, many impact assessment methods can be resource intensive, and where resources are limited, compromises may need to be made. This does not mean that a methodology cannot be developed that will substantially improve the quality of evaluations and investment appraisal. We will work closely with FSA to ensure we understand the constraints from the outset and can develop a method that will provide valuable decision support information within these. FSA will need to recognise the constraints and participate constructively in discussions.
<b>Solution requires more 'set-up' time than allowed in the current project timescale</b>	<b>medium</b>	<b>high</b>	We have outlined above under INNOVATION a number of methods that could provide a basis for the methodology. Some of these would require significant input from FSA and others to e.g. establish how R&D activities work through to impact. The time for methodology development is sufficient to permit substantial progress to be made on this task – certainly sufficient to provide proof of concept by the end of Phase 1. However, additional work may be required to refine the underlying framework and ensure that the methodology is sufficiently generic. We have therefore suggested that the first case study in Phase 2 could be used to further refine the methodology. Throughout the agile development process we will keep FSA closely involved in developing thinking, to inform detailed plans for finalising the methodology and demonstrating its application through case studies. Conversely it is possible that the agreed methodology requires less set-up time than currently allowed, again we will be flexible in discussing how time can be used in Phase 2 to e.g. tackle a greater number of case studies and hence provide best value for money for FSA.
<b>Failure to engage with the agile development process and respond appropriately to emerging needs</b>	<b>medium</b>	<b>high</b>	As noted above, before the methodology has been selected it is difficult to plan in detail how the developing and testing process will proceed. We are addressing this uncertainty by adopting an agile approach as proposed in the specification. This approach is very powerful, but our experience is that people who have been used to working in PRINCE2 project management environments can find it difficult to engage with it because of the inherent unpredictability of how the project will develop – within the broad constraints set by timing and required outputs. We will work closely with the FSA project officer to ensure key people understand the processes.
<b>Difficulty getting access to busy people</b>	<b>High</b>	<b>high</b>	The methodology will require the input of FSA staff and wider users of R&D. Our recent experience is that getting time from busy people, especially in Government, can be very difficult. We have therefore proposed

			combinations of workshops and interviews – as interviews can be easier for busy people to accommodate. We will work flexibly with the FSA project officer to work around availability.
<b>Loss of a key member of staff</b>	<b>low</b>	<b>medium</b>	Risk Solutions' commit to retaining the team proposed throughout the course of the project. However, should a team member become unavailable due to factors outside our control. The use of very experienced consultants on the team reduces the impact of this risk as other team members have the skills and experience to bridge the gap, and also provides more capacity should any delays occur early in the project. We can also call on additional equally qualified individuals from our team and from CECAN with FSA's permission.
<b>Change of FSA project officer</b>	<b>medium</b>	<b>medium</b>	Loss of a key member of the FSA team, especially the project officer, can be difficult, especially if the incoming project officer has a different perspective on the project, its management and required outcomes. To manage this we ask that a face to face meeting between the old and incoming project officer, the Risk Solutions' project manager and director is arranged so that any differences in perspective or requirements are exposed and a plan developed to ensure that these can be addressed within the project timeline and resources.
<b>Inefficient use of resources w.r.t. reporting</b>	<b>medium</b>	<b>medium</b>	Our experience is that comments from multiple interested parties on report, can result in large numbers of comments that can be difficult to reconcile and can result in inappropriate amounts of time being spend finalising reports. We are pleased to see that FSA to intend to co-ordinate responses. We find it generally helpful if reviewers generally limit comments to substantive comments on <u>content</u> or <u>clarity</u> and leave the question of style to be dealt with between the contact manager and client project officer. We will agree the style of reporting (e.g. Plain English, academic) with the project officer, and ensure that the report is consistently presented in that style. We find that reviewers often have a preferred style that may not be consistent with the agreed style (e.g. not plain English), may not sit well with other reviewers, and can change the technical sense of sentences. It can be very hard to retain overall clarity of message and the sense of single authorship when large numbers of stylistic or trivial comments must be processed.

## 7. QUALITY MANAGEMENT

### A. QUALITY MANAGEMENT

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

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

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

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

#### **Our general policy principles**

Risk Solutions are accredited to ISO9001:2015. The Certifying Body is Lloyd's Register Quality Assurance. We are committed to the implementation of effective and efficient management systems consistent with the requirements of BS EN ISO 9001. Our arrangements also meet the Joint Code of Practice for Research (which we helped develop) and the Aqua book where modelling or analysis is required. The contract manager (██████████) is responsible for assuring these requirements are met. ██████ currently maintains a Foot and Mouth Disease Economic Costs Model on behalf of Defra to the requirements of the Aqua Book. He will be the Senior Responsible Owner for the work in Risk Solutions (i.e. during development and will work with the FSA Senior Responsible Owner (the project officer?))

We implement effective project governance. Assurance arrangements must meet client requirements. As a minimum, all work must be technically checked by a competent person prior to issue and approved by the project director (for this project ██████████).

We are committed to continual improvement and maintain regular contact with the client throughout a project and undertake formal feedback at the completion of all significant projects. The process provides invaluable feedback and suggestions for improvement, which we feed in, along with our staff's own suggestions, to regular team 'continual improvement' sessions.

We are committed to the continual development of our team and support individual and team development through: membership of professional organisations, attendance at conferences and seminars, membership of academic centres of excellence such as CECAN, among other things. We are regularly audited, both internally and externally.

#### **Quality structures for this project**

Working closely with the client project officer:

1. Project inception meeting: Successful projects rely on establishing common understanding and effect communications from the start. The inception meeting will help establish this as described under Inception meeting.
2. Progress reporting: Chris will ensure that FSA is kept regularly updated as described under PROJECT MANAGEMENT. During the methodology development and testing tasks in Phase 1 they will discuss any emerging findings or interim deliverables and priorities for the next stage of development work (see 5 below) – screen sharing will enable progress on the methodology and tool to be meaningfully shared in Phase 1. During the case study work in Phase 2 they will discuss emerging findings.

3. Ad hoc conversations: Whenever an issue or project need is identified, which an ad hoc conversation with the FSA contract manager would help resolve, we will initiate such conversations. We would ask the FSA contract officer to do likewise.
4. Risks: Project risks (see RISK MANAGEMENT) have been identified and will be reviewed on a regular basis with the FSA contract officer, where appropriate, the plan will be adapted to ensure best value for money is achieved.
5. Agile management of the team and method and tool development: The proposed approach for development is based on Agile project management principles, allowing a staged development of the methodology and tool given an agreed and prioritised set of requirements. Development will then progress to a first prototype and then incrementally build towards the final product through iterative discussion with FSA at monthly teleconferences or meetings. Suggested timing are shown on the Project PROGRAMME.
6. Method and tool development quality assurance: The QA process is embedded into the Agile development cycle. A specification for the methodology and tool including e.g. the purpose and scope, priorities and constraints, and key structural elements will be reviewed by our internal peer reviewer [REDACTED] signed off by the project director and agreed with the client. The model will be developed iteratively with the client who will be asked to review and comment on the direction of development at key stages. The project director and internal peer reviewer will also be asked to review and comment on the work at each key stage. Specific arrangements will be informed by a risk assessment and will ensure: competent staff are used and that levels of assurance (management system, checking, peer review) are appropriate and ensure that the methodology and tool functions as intended and results are accurate and reliable and fit for purpose. Proof of concept testing will be through application to a small sample of projects and will include repeated running of the tool for different scenarios to test for bugs and crashes; sense checking of outputs, independent spot checking of input data and spot checking of tool logic carried out by an independent checker. The tool will also embed, where appropriate, automated error checking. The arrangements will be documented in an assurance plan and strict version control maintained at all times.
7. Reporting and presentation assurance: We will discuss and agree with FSA the audience for each document and an outline structure. Documents will be reviewed by the internal peer reviewer [REDACTED] and signed off by the project director [REDACTED].
8. Handling concerns: Chris will be responsible for dealing with any complaints with escalation to [REDACTED] the project director where required. We very rarely experience any difficulties and have never received a formal complaint.

### **Evidence of good quality management**

In customer feedback since 2006 on significant projects Risk Solutions achieved good or excellent scores for over 90% of projects in the area of Technical Quality and Responsiveness. Client feedback reflects satisfaction: "Risk Solutions exceeded our expectations, the work will be of value to industry.", "Have continually impressed with high quality, innovative solutions, successfully delivered within tight timescales", "Leading edge in every sense. I would recommend Risk Solutions when there is something that needs teasing out, a bit of flair or imagination."

### **Our Quality policy**

Our quality policy is maintained in our electronic policy manual – we have extracted the policy below for your convenience.

<b>QUALITY POLICY</b>
-----------------------

Risk Solutions believes that its market expects a continually improving service. We aim to continually improve the service we provide to meet our clients' requirements and to produce finished work that we can justifiably be proud of.

We aim to achieve this by implementing a management system that complies with the international standard of good practice BS EN ISO 9001. This includes a commitment to meet the requirements of our clients, as well as legal and regulatory requirements, and to provide them with an excellent customer experience. We aim to continually develop our management system to ensure it remains effective.

Only by providing an outstanding service and product quality will we achieve our aims of long term success and sustained improvements.

All staff within Risk Solutions are responsible for the quality of their work. Risk Solutions provides training and development and has established systems and tools to assist all staff to achieve the standards required. While we endeavour to produce work and offer a service that we can be proud of, we recognise that we may not always achieve those standards. If any customer complaints are received, we are committed to investigating the complaint. We will do our best to put right all justified complaints, and where possible reduce the likelihood of repeat mistakes.

The policy, organisation and processes necessary to achieve the required standards are described in our Quality Management System.

The Quality Manager is responsible for monitoring the quality system, and reports regularly to the management meeting on the system's implementation, status and effectiveness.

The objectives of the company are set out in this manual. Objectives for individual jobs are to carry out the work to the satisfaction of the client and in accordance with the contract as agreed with the client.

## B. ETHICS

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

Please describe the ethical issues of any involvement of people, human samples, animal research or personal data in this part. In addition, please describe the ethical review and governance arrangements that would apply to the work done.

Applicants are reminded that, where appropriate, the need to obtain clearance for the proposed project from their local ethics committee. This is the responsibility of the project Lead Applicant. However, if a sub-contractor requires such clearance the project Lead Applicant should ensure that all relevant procedures have been followed. If there are no ethical issues please state this

Our research procedures are consistent with the Government Social Research (GSR) Unit ethical principles and:

The RESPECT Code of Practice for Socio-Economic Research, and  
The Market Research Society (MRS) Code of Conduct.

For this project we will be working with FSA members of staff and potentially with users of R&D project outputs. We will apply five core principles in our research design and execution.

1. Sound application and conduct of social research methods, appropriate dissemination and utilisation of the findings
2. Participation based on valid informed consent
3. Enabling participation

4. Avoidance of personal and social harm
5. Non-disclosure of identity and personal information

We will discuss protocols for identifying, inviting and involving appropriate people in the research and handing their personal data and information they supply (see next) with the FSA project officer at Inception.

We recruit only those with the highest interpersonal skills. It is a priority to ensure that research participants are always treated in a courteous and friendly manner. All our consultants are aware of the need to ensure that interviewers respect the conventions surrounding ethnic, gender and disability issues. We are always careful to explain our objectives and methods carefully and where relevant to seek agreement to participate (informed consent) and make participants aware that they are free to withdraw from the research at any time.

### C. DATA PROTECTION

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

Please note that the successful Applicant will be expected to comply with the Data Protection Act (DPA) 1998 and ensure that any information collected, processed and transferred on behalf of the FSA, will be held and transferred securely.

In this part please provide details of the practices and systems which are in place for handling data securely including transmission between the field and head office and then to the FSA. Plans for how data will be deposited (i.e. within a community or institutional database/archive) and/or procedures for the destruction of physical and system data should also be included in this part (this is particularly relevant for survey data and personal data collected from clinical research trials). The project Lead Applicant will be responsible for ensuring that they and any sub-contractor who processes or handles information on behalf of the FSA are conducted securely.

We have addressed below the data issues set out in the specification.

#### **Dataset for analysis**

In Phase 2 of the work we will apply the methodology to case studies and will generate data sets for each case study describing the impact of the project. We cannot at this stage (when the methodology has not been designed) specify the exact form of the datasets, but they will be fully documented, generally in a sheet within an Excel spreadsheet, including the syntax of main and derived variables, to allow Agency analysts and external researchers to replicate analyses. Encrypted identifiers for each record, with a separate file to link these to names and contact details, will be provided where relevant.

FSA have asked for a non-anonymised dataset. In some situations, we find that supplying non-anonymised data can have an impact on the work – firstly, participants may be reluctant to consent to participate, secondly this can introduce bias in participants responses. If we believe these may be issues here – we will discuss this with the FSA project officer and agree a way forward.

#### **Data security**

We will comply with the requirements set out in the contract terms and conditions and any further reasonable written instructions with respect to processing by the Client. We note that Schedule 12 of the contract is yet to be completed and we will review this with FSA at the Phase 1 and Phase 2 inception meetings or other appropriate point.

Risk Solutions has Cyber Essentials certification awarded by IT Governance [www.itgovernance.co.uk](http://www.itgovernance.co.uk) Certificate no.: 0504170896160858. Risk Solutions will collect, analyse and store sensitive information according to our Security Plan, which complies with ISO 27001. Measures applied will include the following:

- a We will appoint an Information Asset Owner for the project information who will be ultimately responsible for the security of the data

- b Risk Solutions will only share information with FSA or subcontractors (which may contain personal and commercially sensitive data), via a secured (encrypted) online web portal, which is hosted in the UK.
  - c Risk Solutions will store the raw data in secure folders on the Portal, with restricted access
  - d Only named individuals will be given access to record level datasets, these individuals will be baseline security cleared if this is not already in place (all Risk Solutions staff are baseline security cleared or higher).
  - e No person will be granted access to the data until that person has positively confirmed that they can and will comply with all the requirements of a data sharing protocol and any other data sharing agreement associated with any data set.
  - f Access will be granted via a restricted access secure web portal.
  - g Data will be stored on local systems for processing and analysis. Where practicable data will be anonymised. Risk Solutions will require that for personal or otherwise sensitive data:
    - 1) Data is stored on a restricted access, secure server or computer system.
      - i) Data held off-site shall be held on secure servers within the European Economic Area.
      - ii) Data held on-site shall be held on secure servers, or on a desktop computer that is physically secured
      - iii) Where the data needs to be held on portable laptops these will be encrypted and physically secured when not in use.
    - 2) Back-ups to portable media shall be physically secured, and encrypted.
    - 3) All systems shall be protected by strong passwords.
    - 4) Encryption where required shall be to AES 256 bit or equivalent standard.
    - 5) USB sticks shall not be used under any circumstances.
  - h Only designated and named members of the Risk Solutions team will be able to access personal and commercially sensitive information. The list of these named individuals can be shared with FSA. The following principles and processes will apply to this list:
    - 1) Membership of the list will be kept to a reasonable minimum
    - 2) When an individual no longer requires access to the data they will be removed from the list
    - 3) Any addition to the list will require sign-off by the Risk Solutions' Information Asset Owner
    - 4) The list will be reviewed regularly to ensure it is up to date
- Risk Solutions may propose named individuals to use anonymised, redacted versions of the dataset (which must not include commercial or personal information). Risk Solutions will ensure that its derivative works (e.g. reports) contain only aggregated or otherwise non identifiable results that meet the requirements of Principle 5 of the Code of Practice for Official Statistics<sup>[1]</sup> on confidentiality and conform with the Data Protection Act.

Risk Solutions contact manager [REDACTED] will be responsible for ensuring that team members including subcontractors understand and comply with these requirements. Compliance with these requirements and good data management practice will also be assured through interview of users carried out by Risk Solutions' Data Security Manager, who may subsequently visit to inspect arrangements and may arrange additional interviews/inspections throughout the project period.

#### **Data permissions and referencing**

We will ensure that all necessary permissions are acquired for the use of data, visuals, or other materials throughout the life of the project that are subject to copyright law, and that the materials are used in accordance with the permissions that have been secured. We will ensure suitable referencing of materials in all project outputs including project data.

## **D. SUSTAINABILITY**

The Food Standards Agency is committed to improving sustainability in the management of operations. Procurement looks to its suppliers to help achieve this goal. You will need to demonstrate your approach to sustainability, in particular how you will apply it to this project taking into account economic, environmental and social aspects. This will be considered as part of our selection process and you must upload your organisations sustainability policies into the eligibility criteria in Bravo. Please state what(if any) environmental certification you hold or briefly describe your current Environmental Management System (EMS)

**Our Health, safety, environmental and sustainability policy is to:**

- Provide good control of the health, safety and environmental risks arising from our work activities
- Contribute to sustainable development, by incorporating environmental and sustainability considerations in business decision making at every level of the organisation.
- Seek to continuously improve

We consider safety, health, environmental and sustainability issues at every level of decision making.

**Our Environmental and sustainability management arrangements are based on the following principles:**

**Transport**

Wherever possible, we aim to travel by public transport. When this is not feasible, we use hire cars for journeys averaging more than 100 miles per day and, for shorter journeys, we elect to use either our own car or a hire car. We encourage adoption of smaller car engines and do not provide company cars.

We encourage car sharing and wherever we can we take colleagues as passengers in either our private or hire cars.

In order to minimise fuel consumption and emissions, our consultants work from home. Not only is this economical and more sustainable, but it also increases efficiency and allows for more hours to be used productively.

We use IT facilities such as Skype, WhyPay and GotoMeeting to enable us to hold remote meetings and minimise journeys.

**Paper usage**

The use of paper is minimised by keeping as much material as possible electronically . We are currently exploring with our QA auditor how we can minimise printed materials further.

We communicate via Skype, emails and telephones to reduce paper usage.

When we have to use paper, wherever possible, we print and photocopy double-sided. This reduces excess wastage of paper.

If paper has only been used on one side and is no longer needed, staff are encouraged to use the waste paper for scrap and making notes.

On change of contact details we use stickers on promotional material and keep unused letter headed paper for taking notes.

In order to minimise wastage of ink, we print draft documents in draft quality mode or read documents on screen when not required to produce hard copies for clients.

**Energy**

Staff turn off all lights in rooms that are not in use and do not waste electricity unnecessarily. Similarly, to retain heat, doors and windows are kept closed when heating is in use. Staff are encouraged not to leave laptops or PCs plugged into the mains sockets for long periods of time when not in use; this is an unnecessary waste of energy.

We switch off all non-essential office equipment overnight and at weekends.

By reducing travel, waste and our use of e.g. paper and printer cartridges, we seek to reduce our use of energy to produce these materials

All electrical and electronic equipment we order is energy efficient (for example all our laptops are Energy Star rated).

### **Recycling**

Waste paper and all used printer cartridges and toners are recycled.

We as home workers dispose of waste responsibly through recycling bins etc

Our reports are produced using paper produced from 100% post consumer waste.

### **Water**

We do not use bottled water, or order bottled water for team or client meetings.

By reducing use of e.g. paper and printer cartridges and reducing waste, we seek to reduce our use of 'embedded water'

### **Sustainable procurement**

We try as far as possible to procure responsibly e.g. we do not buy bottled water, we buy fair trade, or rain forest accredited coffee and tea, we buy energy star products.

### **Monitoring and reporting**

Our periodic review of management systems, carried out under our ISO 9001:2008 accredited management system, includes a review of our health, safety, environment and sustainability management system – which is designed to minimise our sustainability impacts. It includes a review of breaches of our policy and principles, unusual occurrences and a review of our risk assessment and seeks to ensure we are achieving our objectives and continuously improving.

We monitor compliance with our policy and principles, which seek to minimise adverse impacts and maximise positive impacts to achieve goals:

We record breaches of our environmental and sustainability policy and principles through our UNOR (unusual occurrence) system

Internal environmental audits are conducted regularly, the results of which are reviewed and actioned by the management team. These include annual "ring arounds" to staff in their home office

Our policies and procedures form part of our ISO 9001:2015 accredited quality management system which is regularly externally audited.

Through these measures we seek to continuously reduce our carbon footprint and reduce waste, ensure we source products sustainably and practice and promote diversity and equality.

Performance is formally reported:

- At the quarterly SHE (Safety, Health, Environment and Sustainability) meetings and for equality and diversity to the quarterly Development meetings
- Following these at the relevant monthly management or Board meeting
- At the periodic review of management systems.
- Safety, Health, Environment and Sustainability issues are raised and discussed regularly at team meeting.

### **For this project**

Our project managers are responsible at the beginning of each project for identifying potential environmental and sustainability issues and discussing these with clients and sub-contractors as appropriate.

For this project the main sustainability issue we have identified is the number of meetings planned that could require travel – we propose discussing how we can use GoToMeeting or other remote conferencing facilities to cut down the number of face to face meetings at inception.

#### **E. DISSEMINATION AND EXPLOITATION (Science Projects Only)**

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

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

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

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

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

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

This work is cross-cutting and will support all of the FSA's strategic outcomes by ensuring that appraisal, evaluation and assessment of food safety policy has the robust and credible evidence underpinning decision making around those policies. This will help ensure the FSA's strategic plan outcomes represent value for money and are economically efficient. The methodology and tool developed will be specific to the FSA's needs, and as such will not be widely exploitable commercially, but the process of development and the principles of the method adopted, will have lessons for evaluation and decision support in complex environments for others – especially others tackling public health and consumer protection – these are Nexus challenges. We will therefore seek to disseminate this work with FSA's permission, through CECAN in particular, via the web-site, seminar series, CECAN publications and conferences, and publication in peer reviewed literature. The University of Surrey are keen to publish the results of all the research work they undertake and we would like to discuss at inception how we can ensure that publication plans will be acceptable to FSA.

Our collaborative working method will upskill FSA project officers, and potentially key stakeholders, in the methodology. Our work with the Environment Agency developing a method to value their flood risk management activities is evidence of the effectiveness of this way of working. Following the initial project Environment Agency staff were able to extend the work to a wider range of activities themselves. We will discuss at inception how we can maximise knowledge transfer to key people through the project process.

## SCHEDULE 4

## PRICING

**This Schedule 4 specifies the Ordered Services to be provided to the Client by the Supplier in the services required for FS301068. Please see Schedule 4 – “Application form for an evidence gathering project with Food Standards Agency – Financials Template”**

## 1. INTRODUCTION

1.1 This Schedule 4 sets out the Basis of Charging that shall apply to this Contract and any attendant Purchase Orders.

1.1. Other than as provided in this schedule, or agreed in writing in a relevant Purchase Order no additional Charges shall be payable by the Client to the Supplier for any additional costs associated with the execution of the Services or the Deliverables, including, without limitation, administrative and overhead costs.

## 2. BASIC PRINCIPLES

2.1 In general, all prices charged by the Supplier to the Client for all services (Support and Development) throughout the duration of this agreement shall be calculated from the Charges Schedule:

2.2 In addition the Client will reimburse travel and subsistence expenses which are reasonable and agreed in advance as set out in the table below, **where Tenderers have indicated such expenses will be applicable within their Qualifications to Schedule 7, Charges:**

<b>Expenses</b>	<b>Reimbursement</b>
Rail travel	Standard class
Mileage	£0.45 per mile for the first 10,000 miles in a financial year £0.25 per mile for any mileage in excess of 10,000 miles in a financial year
Overnight hotel accommodation	Up to £85 per night outside London Up to £130 per night in London
Subsistence	Up to a maximum of £21 for a 24 hour period

Full legal organisation name	Risksol Consulting ltd
------------------------------	------------------------

Main contact title	██████████
Main contact forname	██████████
Main contact surname	██████████

Will you charge the Agency VAT on this proposal?

Yes

Please state your VAT registration number:

GB 871  
6754 91.

**Project Costs Summary Breakdown by Participating Organisations**

Organisation	VAT Code*	Total (£)
<i>Risksol Consulting Ltd</i>	STD	██████████
<i>Live Economics</i>	STD	██████████
<i>University of Surrey</i>	STD	██████████

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

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

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

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

**Project Costs Summary**

<b>Staff Costs</b>	██████████
<b>Overhead Costs</b>	£ -
<b>Consumables and Other Costs</b>	£ -
<b>Travel and Subsistence Costs</b>	██████████
<b>Other Costs - Part 1</b>	£ -

<b>Total Project Costs</b>	██████████
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**COST OR VOLUME DISCOUNTS - INNOVATION**

The project is too short for us to develop efficiencies through e.g. systemising ways of working with FSA. However, we recognise the importance of the work and are keen to ensure value for money. We have therefore identified the following discounts and ways of enhancing vfm

We are offering a very senior team, to tackle a difficult challenge, and to keep the team small. Where senior people are carrying out roles that could be carried out by more junior people (although not as efficiently or to the same quality) we have nevertheless discounted their rates. So for example Professor Hotopp's time is being charged at £550 for literature review work, a significant discount on her normal rate of £800

We cannot be sure at this stage how much time will be required developing and setting up the methodology, as the basic approach has not been selected. We will be very flexible and if the time we have allowed in Phase 1 is not required we will discuss with FSA how we can use the time to e.g. carry out extra case studies in Phase 2 or provide training etc.

SIGNATURE

██████████

**Staff Costs Table**

\*This should reflect details entered in your technical application section 4C.  
Please note that FSA is willing to accept pay rates based upon average pay costs. You will need to indicate where these have been used.

* Role or Position within the project	Participating Organisation	Daily Rate (£/Day)	* Daily Overhead Rate (£/Day)	Days to be spent on the project by all staff at this grade	Total Cost (incl. overheads)
Contract manager, tech. lead	Risk Solutions	██████████		██	██████████
Project director	Risk Solutions	██████████		██	██████████
Method expert, case study lead	Risk Solutions	██████████		██	██████████
Facilitator	Risk Solutions	██████████		█	██████████
interview & case study support	Risk Solutions	██████████		██	██████████
Administrator	Risk Solutions	██████████		██	██████████
Literature reviewer	Live Economics	██████████		██	██████████
Methodology expert	Live Economics	██████████		██	██████████
Internal peer review	University of Surrey	██████████		█	██████████
Research fellow	University of Surrey	██████████		██	██████████
<b>Total Labour Costs</b>					██████████

**Travel and Subsistence Costs**

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

Purpose of journey or description of subsistence cost	Frequency	Cost each (£)	<b>Total Cost</b>
To attend meetings and workshops av. per person cost			
<b>Total Travel and Subsistence Costs</b>			

The Pricing Schedule

Proposed Project Start Date	02-Jul-2018	Amount				
Invoice Due Date	Description as to which deliverables this invoice will refer to <i>(Please include the deliverable ref no(s) as appropriate)</i>	*Net	** VAT Code	§ Duration from start of project (Weeks)	§ Duration from start of project (Date)	Financial Year
[REDACTED]	m/s 1.1.1 Inception note - Phase 1	[REDACTED]	STD	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	m/s 1.1.2 Methodology and tool spec.	[REDACTED]	STD	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	m/s 1.3.1 Output 1	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	January update meeting	[REDACTED]	STD	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	m/s 1.4.1 Output 2 (including draft tool)	[REDACTED]	STD	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	First draft Output 3 (including tool)	[REDACTED]	STD	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	m/s 1.5.1 Output 3	[REDACTED]	STD	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	m/s 2.1.1 Inception note - Phase 2	[REDACTED]	STD	[REDACTED]	[REDACTED]	[REDACTED]

[REDACTED]	m/s 2.2.1 Case study 1 note	[REDACTED]	STD	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED] 9	m/s 2.3.1a interim update of case study note	[REDACTED]	STD	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	m/s 2.4.1 Output 4	[REDACTED]	STD	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	First draft Output 5	[REDACTED]	STD	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	m/s 2.5.1 Output 5	[REDACTED]	STD	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	***	[REDACTED]				

<b>Total</b>	[REDACTED]	
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**Summary of Payments**

	Year 1	Year 2		
Financial Year (Update as applicable in YYYY-YY format)	<b>2018-19</b>	<b>2019-20</b>	<b>Retention</b>	<b>Total</b>
Total Amount	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

**SCHEDULE 5**

**INVOICING PROCEDURE & NO PO/NO PAY**

**1. INVOICES SHALL SPECIFY:**

- Trading Name of Supplier
- Supplier Address
- Supplier Tel Number/ E mail
- Unique Purchase Order Number – To be advised
- Invoice Number
- Detailed description of the Services provided
- Detailed description of any expenses and the amounts of such
- Location, date or time period of delivery of the Services and/or Deliverables
- Supplier's VAT number
- Amount due exclusive of VAT, other duty or early settlement discount, with the calculation for the charges clearly shown in terms of days and confirmed daily rate
- VAT rate
- Amount due inclusive of VAT and any other duty or early settlement discount
- Details of the Supplier's BACS details or other method of payment
- Date of the invoice.

**2. INVOICE SUBMITTAL**

Invoicing the FSA:

Please submit invoices to [Accounts-Payable.fsa@sscl.gse.gov.uk](mailto:Accounts-Payable.fsa@sscl.gse.gov.uk) for work with FSA.

Please include the referring FSA purchase order number in the email title and within the invoice to allow Invoice/Purchase Order matching.

Note that invoices that do not include reference to FSA Purchase Order number will be returned unpaid with a request for valid purchase order through email.

**3. INVOICE PAYMENT**

3.1 The Client shall pay all valid invoices submitted in accordance with the provisions of this Schedule 3 in accordance with the provisions of [Clause 7](#).

3.2 In the event of a disputed invoice, the Client shall make payment in respect of any undisputed amount in accordance with the provisions of [Clause 7](#) and return the invoice to the Supplier within ten (10) Working Days of receipt with a covering statement proposing amendments to the invoice and/or the reason for any non-payment. The Supplier shall respond within ten (10) Working Days of receipt of the returned invoice stating whether or not the Supplier accepts the Client proposed amendments. If it does then the Supplier shall supply with the response a replacement valid invoice. If it does not then the matter shall be dealt with in accordance with the provisions of [Clause 18](#).

**3.3 NO PURCHASE ORDER, NO PAY.**

The Food Standards Agency is currently moving purchasing activity to an electronic purchasing solution. This brings supplier organizations a number of benefits, including limiting purchasing to preferred suppliers and faster payment processing.

## SCHEDULE 6

### DISPUTE RESOLUTION PROCEDURE

#### 1. INTRODUCTION

- 1.1. In the event that a dispute cannot be resolved by the Client and Supplier representatives nominated under [Clause 18.2](#) within a maximum of ten (10) Working Days after referral, the dispute shall be further referred to mediation in accordance with the provisions of [Clause 18.4](#).
- 1.2. Subject always to the provisions of [Clause 21](#), nothing in this dispute resolution procedure shall prevent the Client or the Supplier from seeking from any court of the competent jurisdiction an interim order restraining the other party from doing any act or compelling the other to do any act.

#### 2. MEDIATION

- 2.1. The procedure for mediation pursuant to [Clause 18](#) and consequential provisions relating to mediation shall be as follows:
  - 2.1.1. a neutral adviser or mediator ('the Mediator') shall be chosen by agreement between the Client and the Supplier or, if they are unable to agree upon the identity of the Mediator within ten (10) Working Days after a request by one party to the other (provided that there remains agreement for mediation), or if the Mediator agreed upon is unable or unwilling to act, either party shall within ten (10) Working Days from the date of the proposal to appoint a Mediator or within ten (10) Working Days of notice to either party that he is unable or unwilling to act, apply to the Centre for Effective Dispute Resolution ('CEDR') to appoint a Mediator;
  - 2.1.2. the Client and the Supplier shall within ten (10) Working Days of the appointment of the Mediator meet with him in order to agree a programme for the exchange of all relevant information and the structure to be adopted for negotiations to be held. The parties may at any stage seek assistance from the CEDR to provide guidance on a suitable procedure.
- 2.2. Unless otherwise agreed by the Client and the Supplier, all negotiations connected with the dispute and any settlement agreement relating to it shall be conducted in confidence and without prejudice to the rights of the parties in any future proceedings.
- 2.3. In the event that the Client and the Supplier reach agreement on the resolution of the dispute, the agreement shall be reduced to writing and shall be binding on both parties once it is signed by the Client's Head of Procurement and the Supplier.
- 2.4. Failing agreement, either the Client or Supplier may invite the Mediator to provide a non-binding but informative opinion in writing.

- 2.5. The Client and the Supplier shall each bear their own costs in relation to any reference made to the Mediator and the fees and all other costs of the Mediator shall be borne jointly in equal proportions by both parties unless otherwise directed by the Mediator.
- 2.6. Work and activity to be carried out under this Contract shall not cease or be delayed during the mediation process.
- 2.7. In the event that the Client and the Supplier fail to reach agreement in the structured negotiations within forty (40) Working Days of the Mediator being appointed, or such longer period as may be agreed, then any dispute or difference between them may be referred to the Courts in accordance with the provisions of [Clause 41](#).

**SCHEDULE 7**

**CONFIDENTIALITY UNDERTAKING**

**1. INTRODUCTION**

1.1. This Schedule 7 contains the model confidentiality undertaking to be signed by Supplier in the event of Contract Award.

**CONFIDENTIALITY UNDERTAKING**

I ***THE SUCCESSFUL TENDERER*** HAVE BEEN INFORMED THAT I MAY BE ASSIGNED TO WORK AS A SUPPLIER IN PROVIDING SERVICES TO THE FOOD STANDARDS AGENCY.

I UNDERSTAND THAT INFORMATION IN THE POSSESSION OF THE CLIENT MUST BE TREATED AS CONFIDENTIAL.

I HEREBY GIVE A FORMAL UNDERTAKING TO THE CLIENT, THAT:

1. I WILL NOT COMMUNICATE ANY OF THAT INFORMATION, OR ANY OTHER KNOWLEDGE I ACQUIRE IN THE COURSE OF MY WORK FOR THE CLIENT TO ANYONE WHO IS NOT AUTHORISED TO RECEIVE IT IN CONNECTION WITH THAT WORK.
  
2. I WILL NOT MAKE USE OF ANY OF THAT INFORMATION OR KNOWLEDGE FOR ANY PURPOSE OUTSIDE THAT WORK.

I ACKNOWLEDGE THAT THIS APPLIES TO ALL INFORMATION WHICH IS NOT ALREADY A MATTER OF PUBLIC KNOWLEDGE AND THAT IT APPLIES TO BOTH WRITTEN AND ORAL INFORMATION.

I ALSO ACKNOWLEDGE THAT THIS UNDERTAKING WILL CONTINUE TO APPLY AT ALL TIMES IN THE FUTURE, EVEN WHEN THE WORK HAS FINISHED AND WHEN I HAVE LEFT MY EMPLOYMENT.

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I HAVE ALSO BEEN INFORMED THAT I WILL BE BOUND BY THE PROVISIONS OF THE OFFICIAL SECRETS ACTS OF 1911 AND 1989. I AM AWARE THAT UNDER THOSE PROVISIONS IT IS A CRIMINAL OFFENCE FOR ANY PERSON EMPLOYED BY A GOVERNMENT SUPPLIER TO DISCLOSE ANY DOCUMENT OR INFORMATION WHICH IS LIKELY TO RESULT IN AN OFFENCE BEING COMMITTED, OR WHICH MIGHT PROVIDE ASSISTANCE IN AN ESCAPE FROM LEGAL CUSTODY OR ANY OTHER ACT AFFECTING THE DETENTION OF PEOPLE IN LEGAL CUSTODY. I AM AWARE THAT SERIOUS CONSEQUENCES MAY FOLLOW FROM ANY BREACH OF THAT ACT.

**SIGNED:**



**NAME:** 

**DATE OF SIGNATURE: 30 AUGUST 2018**

**Schedule 8 – Staff Transfer – “TUPE”**

Not applicable

**Schedule 9 – Commercially Sensitive Information**

None identified

**Schedule 10 – Variation Notice – Request for Variation**

**1 General principles of the Variation Procedure**

- 1.1 This Schedule sets out the procedure for instruction and evaluation of Variations to the Framework.
- 1.2 Under this Variation procedure:
  - 1.2.1 Either party may seek to vary the Service(s) at any time during the Term of the Framework. Each party will do its utmost to give the other reasonable notice of any major changes, preferably a minimum of 3 months notice, and to respond within the timeframe stated in Clause 24.
  - 1.2.2 Variation requests are to be submitted using the format at Appendix A.
  - 1.2.3 Where a Variation is proposed, the Supplier will provide an estimate of the financial/resource implications to the Client, with an estimated timetable for implementation, for the Client's approval.
  - 1.2.4 The evaluation of any Variation is the responsibility of the relevant Director and Head of Procurement, in consultation with the Supplier, in the context of the Review Meetings described in Governance contained in the Framework. The date of implementation of any consequent amendment to the services, and/or payment to the Supplier, will be confirmed in writing by the Client within seven days of the evaluation using the Variation Form at Appendix B.
  - 1.2.5 The Client shall have the right to request amendments to a Variation Request (prior to approval); approve it or reject it. The Supplier shall be under no obligation to make such amendments to the Variation Request; however the Supplier shall not unreasonably refuse such a request. In the event that the Client chooses to reject a Variation Request made by the Supplier the Client shall accept responsibility for the outcome.
- 1.3 Any discussions, negotiations or other communications which may take place between the Client and the Supplier in connection with any proposed variation shall be without prejudice to each party's other rights under this Framework.

**2 Costs**

- 2.1 Each party shall bear its own costs in relation to the preparation and agreement of each Variation.

### **3 Change Authorisation**

- 3.1 Any Variation and/or amendment to payment arising from a Variation will be executed by the Client's Head of Procurement and confirmed in writing to the Supplier.
- 3.2 The variation shall not be deemed effective until the Variation form at Appendix B has been signed by both parties.

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**Schedule 11 – Exit Management**

NONE IDENTIFIED

**Schedule 12 Processing, Personal Data and Data Subjects**

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

<b>Description</b>	<b>Details</b>
Subject matter of the processing	<i>Keeping records of the contact information of interview/workshop attendees and named research project leads.</i>
Duration of the processing	<i>30/08/2018 – 30/10/2019</i>
Nature and purposes of the processing	<i>The contact information of workshop/interview attendees/research leads will be collected and stored to allow Risksol to have details for points of contact for completed research projects. This information will not be included in any project outputs.</i>
Type of Personal Data	<i>Name, position, email address, contact number</i>
Categories of Data Subject	<i>FSA staff</i>
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	<i>The data will be retained for the duration of the contract and then returned to the FSA.</i>



**APPENDIX A VARIATION REQUEST FORM**

Variation Request No:
Date:
Project Title :
Project Ref No:
Raised By:
Action Proposed:
Full Description of Variation Request:
Area(s) impacted ( <i>Optional</i> )
Signed By:
Full Name:
Date:
Supplier Contact Details
Supplier Name :
Contact Name :
Contact Address :
:
:
:
Telephone No :
Email Address :



**APPENDIX B VARIATION FORM**

**PROJECT TITLE:**

**DATE:**

**VARIATION No:**

**BETWEEN:**

**The Food Standards Agency (hereinafter called “the Client”) & SUPPLIER (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: .....

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Position: .....

Title: .....

Date: .....

Date: .....



## APPENDIX C TABLE OF POLICIES

Table of Policies

Policy	Description	Includes:
Acceptable Use of Computers and Networks	<p>The Food Standards Agency provides networks and equipment to its staff to be used as a source of business information which supports the work of the Agency. Inappropriate use of the Agency's networks exposes the Food Standards Agency to risks including virus attacks, compromise of network systems and services, and legal issues.</p> <p>The Acceptable Use Policy sets out the ways in which the network and systems may be used, safeguarding the FSA and its employees against potential legal action and protecting the security of the Agency's IT infrastructure. It is vital in informing the agency's employees of the behaviour expected of them as users of our Information Technology systems.</p>	<ul style="list-style-type: none"> <li>- Use of Internet and Intranet</li> <li>- Working Remotely</li> <li>- Personal Web Logs and Websites</li> </ul>
Data Protection	<p>The Data Protection Act defines UK law on the processing of data about living people. In order to process personal data and sensitive personal data the Food Standards Agency must comply with the Principles of the Act. Failure to comply could result in the Agency or the individual involved having criminal or civil proceedings brought against them.</p> <p>The Food Standards Agency is committed to protecting personal data and as such the Data Protection Policy was created to safeguard the Agency and its employees by informing staff of their responsibilities and rights when handling personal data.</p>	<ul style="list-style-type: none"> <li>- Processing Personal Data</li> <li>- Sensitive Personal Data</li> <li>- Failure to Comply</li> <li>- Data Subject</li> </ul>
Information and Records Management Policy	<p>Food Standards Agency information and records are valuable assets that play a vital role in documenting the policy making and inspection activities of the Agency. Best practice in records management is vital in supporting the Agency to deliver its strategic plan, document business intelligence, demonstrate accountability and protect its interests.</p> <p>The Information and Records Management Policy informs users of their responsibilities when handling information and records and allows the Agency to maintain a framework of standards to maintain compliance with the Public Records Act 1958, Freedom of Information Act and ISO 27001.</p>	<ul style="list-style-type: none"> <li>- Organisational Records Management Requirements</li> <li>- Records Standards</li> <li>- Registration Records Management process and System Requirements</li> <li>- Technical specification of records</li> <li>- Access to records</li> <li>- Security of records</li> <li>- Preservation of records</li> </ul>
Electronic Communications	<p>The Food Standards Agency provides and encourages the use of its Electronic Communication Systems to its employees for the purposes of business communication. This policy has been developed to ensure the Electronic Communications Systems are safeguarded for the efficient exchange of business information within the Food Standards</p>	<ul style="list-style-type: none"> <li>- Electronic Mail (Email)</li> <li>- Personal Use</li> <li>- Use of Instant Messaging</li> </ul>

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	Agency and to ensure that all employees are made aware of their responsibilities and adhere to the relevant legislations.	
Users ICT Security Policy (for all staff)	Security is required to counter threats from external penetration, internal users and environmental events beyond FSA control. Appropriate measures must be in place to control access, preserve the confidentiality, integrity and availability of data and protect each ICT system. In addition the Agency must ensure security standards are maintained to satisfy the requirements of legislation, the HMG Security Policy Framework and industry standards such as ISO27001. This policy defines the FSA security principles and measures to ensure employees understand their responsibilities, managers can identify what is expected of staff and auditors can ascertain that the correct measures are being applied.	- Passwords -Mobile Computing and Remote Access -Virtual Private Networks - Secure Data Storage -Data Backup and Recovery -Workstation Security -Encryption -Software Movements - Security of Equipment Off-Premises -Removal of Property -Secure Equipment Storage and Access
ICT Security Policy (for IT staff ONLY)	This policy is for ISTED staff only  The purpose of the policy is as above but with greater detail and extended content in recognition of the increased system access ISTED staff require, and to ensure standards in the development/support/maintenance of our systems are met. It was recognised that detailing the principles that apply to both users and ISTED staff within one length security policy confused the key issues and areas of responsibility and alienated the user audience.	-Mobile Computing and Remote Access -Passwords -Network Security - Perimeter Management -Secure Data Storage -Data Backup and Recovery -Encryption -Agency Software -Software Rollout - Software & Hardware Disposal - Software Movements -Software Audit -Patch Management - Equipment Security -Supporting Utilities -Cabling Security - Equipment Maintenance -Security of Equipment Off-Premises -Removal of Property -Secure Equipment Storage and Access -ICT Systems Security -Control of Development Environments -Change Control - Design and Acceptance of Development -Contingency Planning -Technical Compliance Checking -Technical Review of Operating System Changes
Mobile Voice and Data Policy	The FSA did not have policy for the supply of mobile voice and data tools for Agency staff e.g. Laptops and Blackberries. A policy was needed to allow potential suppliers to give an accurate quote for services, driving better value for money for the FSA. The policy was developed to maximise the efficiency of the mobile voice and data contracts by ensuring that the right people have the right equipment to fulfil their roles. The policy sets out criteria by which these tools are issued together with the a principle that each user will be issued with only one mobile data contract.	-Definition of FSA Remote working tools -Connectivity options - Computer Equipment -Who is eligible -Roles & responsibilities