UK Research and Innovation

URSUS Consulting Ltd
57 Balfour Rd
London
N5 2HD

Attn: [redacted]
By email to: [redacted]

Date: 06th April 2022

Your ref: U.189

Our ref: **PS22002**

Dear Sirs,

Award of contract for the supply of PS22002 Evaluation of a Sciencewise public dialogue on genome editing in farmed animals

Following your tender/ proposal for the supply of PS22002 Evaluation of a Sciencewise public dialogue on genome editing in farmed animal, we are pleased to award this contract to you.

This letter (Award Letter) and its Schedule(s) set out the terms of the Contract between:

(1) **United Kingdom Research and Innovation**, a statutory corporation whose registered office is at Polaris House, North Star Avenue, Swindon, England, SN2 1FL ("**UKRI**"); and

(2) **URSUS Consulting Ltd** a company incorporated and registered in England and Wales with company number **05326647** whose registered office is at 57 Balfour Rd, London, N5 2HD (the "**Supplier"**). Unless the context otherwise requires, capitalised expressions used in this Award Letter have the same meanings as in the terms and conditions of contract set out in Schedule 1 to this Award Letter (the "**Conditions**"). In the event of any conflict between this Award Letter and the Conditions, this Award Letter shall prevail. Please do not attach any Supplier terms and conditions to this Award Letter as they will not be accepted by UKRI and may delay conclusion of the Contract.

For the purposes of the Contract, UKRI and the Supplier agree as follows: **Term**

1 Commencement Date: 06th April 2022

2 Expiry Date: Friday, 28th April 2023

Description of Goods and/or Services

3 The Specification of the Goods and/or Services to be delivered is as set out in Schedule 2.

Charges & Payment

4 The Charges for the Goods and/or Services shall be as set out in Schedule 3.

5 All invoices should be sent, quoting a valid purchase order number (PO Number) provided by UKRI, to: finance@uksbs.co.uk.

6 To avoid delay in payment it is important that the invoice is compliant and that it includes a valid PO Number, PO Number item number (if applicable) and the details (name and telephone number) of your

UKRI contact (i.e. Contract Manager). Non-compliant invoices will be sent back to you, which may lead to a delay in payment. If you have a query regarding an outstanding payment please contact our Accounts

Payable section either by email to finance@uksbs.co.uk or by telephone 017938 67005 between 09:0017:00 Monday to Friday.

Supplier's Limit of Liability

7 The Limit of Liability of the Supplier under this Contract shall be: 125% of the total Charges paid and payable to the Supplier under this Contract.

Notices

8 The address for notices of the Parties are:

UKRI	**Supplier**
Polaris House, North Star Avenue, Swindon, England, SN2 1FL	57 Balfour Rd, London, N5 2HD
Attention: TBC	Attention: [redacted]
Email: [redacted]	Email: [redacted]

Liaison

9 For general liaison your contact will continue to be [redacted] or, in their absence, [redacted]

We thank you for your co-operation to date, and look forward to forging a successful working relationship resulting in a smooth and successful supply of the Goods and/or Services. Please confirm your acceptance of the award of this contract by signing and returning the enclosed copy of this letter to [redacted] at the above address. No other form of acknowledgement will be accepted. Please remember to quote the reference number above in any future communications relating to this contract.

Yours faithfully,

Signed for and on behalf of United Kingdom Research and Innovation

Signature:

Name:

Position:

Date:

[redacted]

We accept the terms set out in this Award Letter and the Schedule(s).

Signed for and on behalf of **URSUS Consulting Ltd**

[redacted]

Signature:

Name:

Position:

Date:

[redacted]

Schedule 1

Terms and Conditions of Contract for Goods and/or Services

1 **INTERPRETATION**

1.1 In these terms and conditions:

"Award Letter" means the letter from UKRI to the Supplier printed above these terms and conditions;

"Central Government Body" means a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics:

(a) Government Department;

(b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);

(c) Non-Ministerial Department; or

(d) Executive Agency;

"Charges" means the charges for the Goods and/or Services as specified in the Award Letter;

"Commencement Date" means the date for the start of the Contract as set out in the Award Letter;

"Confidential Information" means:

(a) all confidential information and data which is acquired from or made available (directly or indirectly) by the Disclosing Party or the Disclosing Party's representatives however conveyed or presented, including but not limited to any information or document relating to the Disclosing Party's business, affairs, operations, budgets, policies, processes, initiatives, plans, product information, pricing information, technical or commercial know-how, trade secrets, specifications, strategies, inventions, designs, software, market opportunities, personnel, customers or suppliers (whether relating to this Contract or otherwise) either orally, in writing, or in whatever form obtained or maintained;

(b) any information or analysis derived from the Confidential Information;

(c) anything marked as confidential and any other information notified by or on behalf of the Disclosing Party to the Receiving Party as being confidential;

(d) the existence and terms of this Contract and of any subsequent agreement entered into in relation to this Contract;

(e) the fact that discussions and negotiations are taking place concerning this Contract and the status of those discussions and negotiations; and

(f) any copy of any of the information described in (a), (b), (c), (d) or (e) above, which shall be deemed to become Confidential Information when it is made. For the purposes of this definition, a copy shall include, without limitation, any notes or recordings of the information described in (a), (b), (c), (d) or (e) above (howsoever made);

"Contract" means the contract between (i) UKRI and (ii) the Supplier constituted by the Supplier's countersignature of the Award Letter and includes the Award Letter and Schedules;

"Data Protection Legislation"	means, for the periods for which they are in force, all laws giving effect or purporting to give effect to the GDPR, the Data Protection Act 2018, or otherwise relating to data protection, including 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 (SI 2426/2003) and all applicable laws and regulations relating to the processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner, in each case as amended or substituted from time to time;
"Data Subject"	shall have the same meaning as in the Data Protection Legislation;
"Date of Delivery"	means that date by which the Goods must be Delivered to UKRI, as specified in the Award Letter.
"Deliver"	means hand over the Goods to UKRI at the address and on the date specified in the Award Letter, which shall include unloading and any other specific arrangements agreed in accordance with Clause 6. Delivered and Delivery shall be construed accordingly.
"Disclosing Party"	means a Party that makes a disclosure of Confidential Information to another Party;
"EIR"	means the Environmental Information Regulations 2004 (or if applicable the Environmental Information Regulations (Scotland) 2004);
"Expiry Date"	means the date for expiry of the Contract as set out in the Award Letter;
"FOIA"	means the Freedom of Information Act 2000 (or if applicable the Freedom of Information (Scotland) Act 2002);
"GDPR"	means: (a) the General Data Protection Regulations (Regulation (EU) 2016/679); or (b) any equivalent legislation amending or replacing the General Data Protection Regulations (Regulation (EU) 2016/679);
"Good Industry Practice"	means all relevant practices and professional standards that would be expected of a well-managed, expert service provider performing services substantially similar to the Services or substantially similar to the Goods provided to customers of a substantially similar size and nature as UKRI;
"Goods"	means the goods to be supplied by the Supplier to UKRI under the Contract;
"Information"	has the meaning given under section 84 of the FOIA;
"Intellectual Property Rights"	means: (a) copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in Internet domain names and website addresses and other rights in trade names, designs, know-how, trade secrets and other rights in Confidential Information; (b) applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction; and (c) all other rights having equivalent or similar effect in any country or jurisdiction;

"Limit of Liability"	means the limit of liability identified in the Award Letter;
"Party"	the Supplier or UKRI (as appropriate) and "Parties" shall mean both of them;
"Personal Data"	means the personal data (as defined in the Data Protection Legislation) which relates to or originates from UKRI, or any of UKRI's employees, contractors or customers and which is processed by or on behalf of the Supplier under this Contract;
"Personal Data Breach"	shall have the meaning given in the Data Protection Legislation;
"Purchase Order Number"	means UKRI's unique number relating to the order for Goods and/or Services to be supplied by the Supplier to UKRI in accordance with the terms of the Contract;
"Receiving Party"	means a Party to which a disclosure of Confidential Information is made by another Party;
"Request for Information"	has the meaning set out in the FOIA or the EIR as relevant (where the meaning set out for the term "request" shall apply);
"Services"	means the services to be supplied by the Supplier to UKRI under the Contract;
"Specification"	means the specification for the Goods and/or Services to be supplied by the Supplier to UKRI (including as to quantity, description and quality) as specified in the Award Letter;
"Staff"	means all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any sub-contractor of the Supplier engaged in the performance of the Supplier's obligations under the Contract;
"Staff Vetting Procedures"	means vetting procedures that accord with good industry practice or, where requested by UKRI, UKRI's procedures for the vetting of personnel as provided to the Supplier from time to time;
"Term"	means the period from the Commencement Date to the Expiry Date as such period may be extended or terminated in accordance with the terms and conditions of the Contract;
"TUPE"	means the Transfer of Undertakings (Protection of Employment) Regulations 2006 as amended or replaced from time to time;
"VAT"	means value added tax in accordance with the provisions of the Value Added Tax Act 1994; and
"Working Day"	means a day (other than a Saturday, Sunday, public holiday or 27, 28, 29, 30 and 31 December) when banks in London are open for business.

1.2 In these terms and conditions, unless the context otherwise requires:

(a) references to numbered clauses are references to the relevant clause in these terms and conditions;

(b) any obligation on any Party not to do or omit to do anything shall include an obligation not to allow that thing to be done or omitted to be done;

(c) the headings to the clauses of these terms and conditions are for information only and do not affect the interpretation of the Contract;

(d) any reference to an enactment includes reference to that enactment as amended or replaced from time to time and to any subordinate legislation or byelaw made under that enactment; and

(e) the word 'including' shall be understood as meaning 'including without limitation'.

2 BASIS OF CONTRACT

2.1 The Award Letter constitutes an offer by UKRI to purchase the Goods and/or Services subject to and in accordance with the terms and conditions of the Contract.

2.2 The offer comprised in the Award Letter shall be deemed to be accepted by the Supplier on receipt by UKRI of a copy of the Award Letter countersigned by the Supplier.

3 SUPPLY OF GOODS AND SERVICES

3.1 In consideration of UKRI's agreement to pay the Charges, the Supplier shall supply the Goods and/or Services to UKRI subject to and in accordance with the terms and conditions of the Contract.

3.2 In supplying the Goods and/or Services, the Supplier shall:

(a) co-operate with UKRI in all matters relating to the supply of Goods and/or Services and comply with all UKRI's instructions; and (b) comply with all applicable laws.

3.3 The Supplier shall supply the Goods in accordance with the Specification. The Supplier warrants, represents, undertakes and guarantees that the Goods supplied under the Contract shall:

(a) be free from defects (manifest or latent), in materials and workmanship and remain so for 12 months after Delivery;

(b) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979) and comply with any applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods;

(c) conform with the specifications (including the Specification), drawings, descriptions given in quotations, estimates, brochures, sales, marketing and technical literature or material (in whatever format made available by the Supplier) supplied by, or on behalf of, the Supplier; (d) be free from design defects; and

(e) be fit for any purpose held out by the Supplier or made known to the Supplier by UKRI expressly or by implication, and in this respect UKRI relies on the Supplier's skill and judgement. The Supplier acknowledges and agrees that the approval by UKRI of any designs provided by the Supplier shall not relieve the Supplier of any of its obligations under this clause 3.3.

3.4 In supplying the Services, the Supplier shall:

(a) perform the Services with all reasonable care, skill and diligence in accordance with good industry practice in the Supplier's industry, profession or trade;

(b) use Staff who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with the Contract;

(c) ensure that the Services shall conform with all descriptions and specifications set out in the Specification;

(d) not do or allow anything to be done that would, or would be likely to, bring UKRI into disrepute or adversely affect its reputation in any way; and

(e) provide all equipment, tools and vehicles and other items as are required to provide the Services.

4 TERM

4.1 The Contract shall take effect on the date specified in the Award Letter and shall expire on the Expiry Date, unless it is otherwise extended in accordance with the provisions of the Award Letter or terminated early in accordance with the terms and conditions of the Contract.

5 CHARGES, PAYMENT AND RECOVERY OF SUMS DUE

5.1 The Charges for the Goods and/or Services shall be as set out in the Award Letter and shall be the full and exclusive remuneration of the Supplier in respect of the supply of the Goods and/or Services. Unless otherwise agreed in writing by UKRI, the Charges shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the supply of the Goods and/or performance of the Service.

5.2 All amounts stated are exclusive of VAT which shall be charged at the prevailing rate. UKRI shall, following the receipt of a valid VAT invoice, pay to the Supplier a sum equal to the VAT chargeable in respect of the Goods and/or Services.

5.3 The Supplier shall invoice UKRI as specified in the Contract. Each invoice shall include such supporting information required by UKRI to verify the accuracy of the invoice, including the relevant Purchase Order Number and a breakdown of the Goods and/or Services supplied in the invoice period.

5.4 In consideration of the supply of the Goods and/or Services by the Supplier, UKRI shall pay the Supplier the invoiced amounts no later than 30 days after verifying that the invoice is valid and undisputed and includes a valid Purchase Order Number. UKRI may, without prejudice to any other rights and remedies under the Contract, withhold or reduce payments in the event of unsatisfactory performance.

5.5 If UKRI fails to consider and verify an invoice in a timely fashion the invoice shall be regarded as valid and undisputed for the purpose of clause 5.4 after a reasonable time has passed (which shall be no less than 14 calendar days).

5.6 If there is a dispute between the Parties as to the amount invoiced, UKRI may reject the invoice in its entirety. The Supplier shall not suspend the supply of the Goods and/or Services unless the Supplier is entitled to terminate the Contract for a failure to pay undisputed sums in accordance with clause 18.5. Any disputed amounts shall be resolved through the dispute resolution procedure detailed in clause 21.

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

(a) provisions having the same effects as clauses 5.3 to 5.6 (inclusive) of this Contract; and

(b) a provision requiring the counterparty to that sub-contract to include in any sub-contract which it awards provisions having the same effects as clauses 5.3 to 5.7 (inclusive) of this Contract.

(c) In this clause 5.7, "sub-contract" means a contract between two or more suppliers, at any stage of remoteness from UKRI in a subcontracting chain, made wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of this Contract.

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

6 DELIVERY

6.1 The Supplier shall Deliver the Goods to UKRI on or by the Date of Delivery. Unless otherwise agreed in writing by UKRI, Delivery shall be on the date and to the address specified in the Award Letter. Delivery of the Goods shall be completed once the completion of unloading the Goods from the transporting vehicle at the Delivery address has taken place and UKRI has signed for the Delivery.

6.2 Any access to UKRI's premises and any labour and equipment that may be provided by UKRI in connection with Delivery of the Goods shall be provided without acceptance by UKRI of any liability in respect of any actions, claims, costs and expenses incurred by third parties for any loss of damages to the extent that such loss or damage is not attributable to the negligence or other wrongful act of UKRI or

its servant or agent. The Supplier shall indemnify UKRI in respect of any actions, suits, claims, demands, losses, charges, costs and expenses, which UKRI may suffer or incur as a result of or in connection with any damage or injury (whether fatal or otherwise) occurring in the course of Delivery or installation to the

extent that any such damage or injury is attributable to any act or omission of the Supplier or any of his sub-Suppliers.

6.3 Delivery of the Goods shall be accompanied by a delivery note which shows the Purchase Order Number and the type and quantity of the Goods and, in the case of part Delivery, the outstanding balance remaining to be Delivered.

6.4 Unless otherwise stipulated by UKRI in the Award Letter, Deliveries shall only be accepted by UKRI on Working Days and during normal business hours.

6.5 Where (i) the Supplier fails to Deliver the Goods or part of the Goods or (ii) the Goods or part of the Goods do not comply with the provisions of clause 3, then without limiting any of its other rights or remedies implied by statute or common law, UKRI shall be entitled:

(a) to terminate the Contract;

(b) to require the Supplier, free of charge, to deliver substitute Goods within the timescales specified by UKRI;

(c) to require the Supplier, free of charge, to repair or replace the rejected Goods, or to provide a full refund of the Charges of the rejected Goods (if paid);

(d) to reject the Goods (in whole or part) and return them to the Supplier at the Supplier's own risk and expense and UKRI shall be entitled to a full refund on those Goods or part of Goods duly returned;

(e) to buy the same or similar Goods from another supplier; and

(f) to recover any expenses incurred in respect of buying the goods from another supplier which shall include but not be limited to administration costs, chargeable staff time and extra delivery costs.

7 PROPERTY AND GUARANTEE OF TITLE

7.1 Without prejudice to any other rights or remedies of UKRI, title and risk in the Goods shall pass to UKRI when Delivery of the Goods is complete (including off-loading and stacking).

7.2 The Supplier warrants that:

(a) it has full clear and unencumbered title to all the Goods;

(b) at the date of Delivery of any of the Goods it shall have full and unrestricted right, power and authority to sell, transfer and deliver all of the Goods to UKRI; and

(c) on Delivery UKRI shall acquire a valid and unencumbered title to the Goods.

8 STAFF

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

(a) refuse admission to the relevant person(s) to UKRI's premises;

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

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

and the Supplier shall comply with any such notice.

8.2 The Supplier shall:

(a) ensure that all Staff are vetted in accordance with the Staff Vetting Procedures and if requested, comply with UKRI's Staff Vetting Procedures as supplied from time to time;

(b) ensure that no person who discloses that he/she has a conviction that is relevant to the nature of the Contract, relevant to the work of UKRI, or is of a type otherwise advised by UKRI (each such conviction a "**Relevant Conviction**"), or is found by the Supplier to have a Relevant Conviction (whether as a result of a police check, the Staff Vetting Procedures or otherwise) is employed or engaged in the provision of any part of the supply of the Goods and/or Services;

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

(d) procure that all Staff comply with any rules, regulations and requirements reasonably specified by UKRI.

9 TUPE

9.1 The Supplier warrants that the provision of the Goods and/or Services shall not give rise to a transfer of any employees of the Supplier or any third party to UKRI pursuant to TUPE.

10 ASSIGNMENT AND SUB-CONTRACTING

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

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

10.3 UKRI may assign, novate, or otherwise dispose of its rights and obligations under the Contract without the consent of the Supplier provided that such assignment, novation or disposal shall not increase the burden of the Supplier's obligations under the Contract.

11 INTELLECTUAL PROPERTY AND INDEMNITY

11.1 All Intellectual Property Rights in any materials provided by UKRI to the Supplier for the purposes of this Contract shall remain the property of UKRI but UKRI hereby grants the Supplier a royalty-free, nonexclusive and non-transferable licence to use such materials as required until termination or expiry of the Contract for the sole purpose of enabling the Supplier to perform its obligations under the Contract.

11.2 The ownership of all Intellectual Property Rights in any materials created or developed by the Supplier pursuant to the Contract or arising as a result of the provision of the Goods and/or Services shall vest in UKRI. If, and to the extent, that the ownership of any Intellectual Property Rights in such materials vest in the Supplier by operation of law, the Supplier hereby assigns ownership of such Intellectual Property Rights to UKRI by way of a present assignment of future rights that shall take place immediately on the coming into existence of any such Intellectual Property Rights all its Intellectual Property Rights in such materials (with full title guarantee and free from all third party rights).

11.3 UKRI hereby grants the Supplier a royalty-free, non-exclusive and non-transferable licence to use any Intellectual Property Rights in the materials created or developed by the Supplier pursuant to the Contract and any Intellectual Property Rights arising as a result of the provision of the Goods and/or Services as required until termination or expiry of this Contract for the sole purpose of enabling the Supplier to perform its obligations under the Contract

11.4 Without prejudice to clause 11.2, the Supplier hereby grants UKRI a perpetual, royalty-free, irrevocable and non-exclusive licence (with a right to sub-license) to use any Intellectual Property Rights vested in or licensed to the Supplier on the date of the Contract or during the Term to the extent not falling within clause 11.2 including any modifications to or derivative versions of any such Intellectual Property Rights, which UKRI reasonably requires in order to exercise its rights and take the benefit of the Contract including the Goods and/or Services provided.

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

11.6 UKRI shall promptly notify the Supplier of any infringement claim made against it relating to any Goods and, subject to any statutory obligation requiring UKRI to respond, shall permit the Supplier to have the right, at its sole discretion to assume, defend, settle or otherwise dispose of such claim. UKRI shall give the Supplier such assistance as it may reasonably require to dispose of the claim and shall not make any statement which might be prejudicial to the settlement or defence of the claim.

12 RECORDS

12.1 If required by UKRI, the Supplier shall:

(a) attend progress meetings with UKRI at the frequency and times specified by UKRI and shall ensure that its representatives are suitably qualified to attend such meetings; and

(b) submit progress reports to UKRI at the times and in the format specified by UKRI.

12.2 The Supplier shall keep and maintain until 6 years after the end of the Contract, or as long a period as may be agreed between the Parties, full and accurate records of the Contract including the Goods and/or Services supplied under it, and all payments made by UKRI. The Supplier shall on request afford UKRI or UKRI's representatives such access to those records as may be reasonably requested by UKRI in connection with the Contract.

13 CONFIDENTIALITY, TRANSPARENCY AND PUBLICITY

13.1 Subject to clause 13.2, each Party shall:

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

(b) not use or exploit the Disclosing Party's Confidential Information in any way except for the purposes anticipated under the Contract.

13.2 Notwithstanding clause 13.1, a Party may disclose Confidential Information which it receives from the other Party:

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

(b) to its auditors or for the purposes of regulatory requirements;

(c) on a confidential basis, to its professional advisers;

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

(e) where the Receiving Party is the Supplier, to the Staff on a need to know basis to enable performance of the Supplier's obligations under the Contract provided that the Supplier shall procure that any Staff to whom it discloses Confidential Information pursuant to this clause 13.2(e) shall observe the Supplier's confidentiality obligations under the Contract; and (f) where the Receiving Party is UKRI:

(i) on a confidential basis to the employees, agents, consultants and contractors of UKRI;

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

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

(iv) in accordance with clause 14.

and for the purposes of the foregoing, references to disclosure on a confidential basis shall mean disclosure subject to a confidentiality agreement or arrangement containing terms no less stringent than those placed on UKRI under this clause 13.

13.3 The Parties acknowledge that, except for any Information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of the Contract is not Confidential Information and the Supplier hereby gives its consent for UKRI to publish the Contract in its entirety to the general public (but with any Information that is exempt from disclosure in accordance with the FOIA redacted) including any changes to the Contract agreed from time to time. UKRI may consult with the Supplier to inform its decision regarding any redactions but shall have the final decision in its absolute discretion whether any of the content of the Contract is exempt from disclosure in accordance with the provisions of the FOIA.

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

14 FREEDOM OF INFORMATION

14.1 The Supplier acknowledges that UKRI is subject to the requirements of the FOIA and the EIR and shall:

(a) provide all necessary assistance and cooperation as reasonably requested by UKRI to enable UKRI to comply with its obligations under the FOIA and the EIR;

(b) transfer to UKRI all Requests for Information relating to the Contract that it receives as soon as practicable and in any event within 2 Working Days of receipt;

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

(d) not respond directly to a Request for Information unless authorised in writing to do so by UKRI.

14.2 The Supplier acknowledges that UKRI may be required under the FOIA and the EIR to disclose Information concerning the Supplier or the Goods and/or Services (including commercially sensitive information) without consulting or obtaining consent from the Supplier.

14.3 Notwithstanding any other provision in the Contract, UKRI shall be responsible for determining in its absolute discretion whether any Information relating to the Supplier or the Goods is exempt from disclosure in accordance with the FOIA and/or the EIR.

15 PROTECTION OF PERSONAL DATA AND SECURITY OF DATA

15.1 In this Clause 15, the terms, "processes", "data controller" and "data processor" shall have the same meanings given to them under Data Protection Legislation.

15.2 The Parties acknowledge that for the purposes of Data Protection Legislation, UKRI is the data controller and the Supplier is the data processor of any Personal Data.

15.3 The Supplier shall and shall procure that its staff and sub-contractors shall comply with all Data Protection Legislation in relation to any Personal Data processed.

15.4 Without limiting Clauses 15.2 and 15.3, the Supplier shall at all times (and shall ensure that at all times its staff):

(a) process Personal Data only in accordance with the documented instructions received from UKRI and during the Term of this Contract. The Supplier shall immediately inform UKRI if, in the Supplier's opinion, an instruction from UKRI infringes the Data Protection Legislation or any other applicable law;

(b) ensure that any person to whom it provides the Personal Data is subject to appropriate confidentiality obligations;

(c) disclose any Personal Data only on a need to know basis to staff directly concerned with the provision of the Goods and/or Services;

(d) not transfer or direct the transfer of any Personal Data to any third party or process or direct the processing of Personal Data outside of the European Economic Area in each case without UKRI's prior written consent (which consent may be subject to conditions as directed by UKRI);

(e) keep all Personal Data confidential, and have in place now and shall on a continuing basis take all reasonable appropriate technical and organisational measures to keep all Personal Data confidential and secure and to protect against unauthorised or unlawful processing, accidental loss, destruction, damage, alteration, disclosure or access;

(f) upon request by UKRI, promptly do such other acts in relation to the Personal Data, or any part thereof, as UKRI shall request to enable UKRI to comply with its obligations under the Data Protection Legislation;

(g) notify UKRI promptly (and at least within 24 hours) if it receives a request from a Data Subject or a complaint relating to a Data Subject and promptly provide UKRI with all such data, information, cooperation and assistance as is required by UKRI in order to respond to and resolve the request or complaint within any applicable time frames;

(h) provide such information and allow for and contribute to audits, including inspections, conducted by UKRI or an auditor mandated by UKRI, as is reasonably necessary to enable UKRI to satisfy itself of the Supplier's compliance with this Clause 15 and the Data Protection Legislation

(i) on termination or expiry of this Contract, and at any other time on UKRI's request, either return or destroy (as elected by UKRI) the Personal Data (including all copies of it) and confirm in writing that it has complied with this obligation; and

(j) notify UKRI without undue delay on becoming aware of any Personal Data Breach and promptly following notification, provide such data, information and assistance as is required by UKRI in order for UKRI to notify the Personal Data Breach to the Information Commissioner and/or Data Subject(s) and otherwise fulfil its obligations under Data Protection Legislation.

16 LIABILITY

16.1 UKRI shall not be responsible for any injury, loss, damage, cost or expense suffered by the Supplier if and to the extent that it is caused by the negligence or wilful misconduct of the Supplier or the Staff or breach by the Supplier of its obligations under the Contract. The Supplier shall not be responsible for any injury, loss, damage, cost or expense suffered by UKRI if and to the extent that it is caused by the negligence or wilful misconduct of UKRI or by breach by UKRI of its obligations under the Contract.

16.2 Subject always to clause 16.5 and 16.6 in no event shall either Party be liable to the other Party for any:

(a) loss of profits;

(b) loss of business;

(c) loss of revenue;

(d) loss of or damage to goodwill;

(e) loss of savings (whether anticipated or otherwise); and/or (f) any indirect, special or consequential loss or damage.

16.3 Subject always to clause 16.5 and 16.6, the aggregate liability of the Supplier in respect of all defaults, claims, losses or damages howsoever caused, whether arising from breach of the Contract, the supply or failure to supply of the Goods and/or perform the Services, misrepresentation (whether tortuous or statutory), tort (including negligence), breach of statutory duty or otherwise shall in no event exceed the Limit of Liability.

16.4 Subject to clause 16.5, the aggregate liability of UKRI in respect of all defaults, claims, losses or damages howsoever caused, whether arising from breach of the Contract, misrepresentation (whether tortuous or statutory), tort (including negligence), breach of statutory duty or otherwise shall in no event exceed a sum equal to the Charges.

16.5 Nothing in the Contract shall be construed to limit or exclude either Party's liability for:

(a) death or personal injury caused by its negligence or that of its Staff;

(b) fraud or fraudulent misrepresentation by it or that of its Staff;

(c) breach of any obligation as to title implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or

(d) any other matter which, by law, may not be excluded or limited.

16.6 The Supplier's liability under the indemnities in clauses 11.5, 15 and 20.3 shall be unlimited.

16.7 The Supplier shall effect and maintain an adequate level of insurance cover in respect of all risks that may be incurred by it in the performance of this Contract. On request from UKRI, the Supplier shall provide UKRI with copies of the insurance policy certificates and details of the cover provided.

17 FORCE MAJEURE

Neither Party shall have any liability under or be deemed to be in breach of the Contract for any delays or failures in performance of the Contract which result from circumstances beyond the reasonable control of the Party affected. Each Party shall promptly notify the other Party in writing when such circumstances cause a delay or failure in performance and when they cease to do so. If such circumstances continue for a continuous period of more than 30 days, either Party may terminate the Contract by written notice to the other Party.

18 TERMINATION

18.1 UKRI may terminate the Contract in whole or in part at any time before the Goods and/or Services are provided with immediate effect by giving the Supplier written notice, whereupon the Supplier shall discontinue the provision of the Goods and/or Services (in whole or in part as applicable). UKRI shall pay to the Supplier:

(a) such Charges or that part of the Charges for Goods which have been Delivered to UKRI or, on the deemed date of service of the notice of cancellation, are already in transit and the costs of materials which the Supplier has purchased to fulfil the order for the Goods and which cannot be used for other orders or be returned to the supplier of those materials for a refund; and/or

(b) such Charges or that part of the Charges for Services provided and a fair and reasonable portion of the Charges for work-in-progress in performing the Services at the time of termination,

but UKRI shall not be liable for any loss of anticipated profits or any consequential loss and the Supplier shall have a duty to mitigate its costs and shall on request provide proof of work-in-progress claimed.

18.2 UKRI may terminate the Contract at any time by notice in writing to the Supplier to take effect on any date falling at least 1 month (or, if the Contract is less than 3 months in duration, at least 10 Working Days) later than the date of service of the relevant notice.

18.3 Without prejudice to any other right or remedy it might have, UKRI may terminate the Contract by written notice to the Supplier with immediate effect if the Supplier:

(a) (without prejudice to clause 18.3(e)), is in material breach of any obligation under the Contract which is not capable of remedy;

(b) repeatedly breaches any of the terms and conditions of the Contract in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms and conditions of the Contract;

(c) is in material breach of any obligation which is capable of remedy, and that breach is not remedied within 30 days of the Supplier receiving notice specifying the breach and requiring it to be remedied;

(d) undergoes a change of control within the meaning of section 1124 of the Corporation Tax 2010, unless UKRI has given its prior written consent to the change of control or does not raise an objection within 6 months of the Supplier's written notice to UKRI that a change of control has occurred;

(e) breaches the provisions of clauses 8.2, 13, 14, 15 and 19;

(f) becomes insolvent, or if an order is made or a resolution is passed for the winding up of the Supplier (other than voluntarily for the purpose of solvent amalgamation or reconstruction), or if an administrator or administrative receiver is appointed in respect of the whole or any part of the Supplier's assets or business, or if the Supplier makes any composition with its creditors or takes or suffers any similar or analogous action (to any of the actions detailed in this clause 18.3) in consequence of debt in any jurisdiction; or

(g) fails to comply with legal obligations in the fields of environmental, social or labour law.

18.4 The Supplier shall notify UKRI as soon as practicable of any change of control as referred to in clause 18. 3(d) or any potential such change of control.

18.5 In addition to the Supplier's statutory rights, the Supplier may terminate the Contract by written notice to UKRI if UKRI has not paid any undisputed invoice within 90 days of it falling due.

18.6 Termination or expiry of the Contract shall be without prejudice to the rights of either Party accrued prior to termination or expiry and shall not affect the continuing rights of the Parties under clauses 2, 3.2, 3.3, 8, 11, 12.1, 13, 14, 15, 16, 18.7, 19.4, 20.3, 21 and 22.9 and any other term or condition of the Contract that either expressly or by implication has effect after termination.

18.7 Upon termination or expiry of the Contract, the Supplier shall:

(a) give all reasonable assistance to UKRI and any incoming supplier of Goods and/or Services; and

(b) return all requested documents, information and data to UKRI as soon as reasonably practicable.

19 COMPLIANCE

19.1 The Supplier shall promptly notify UKRI of any health and safety hazards which may arise in connection with the performance of its obligations under the Contract. UKRI shall promptly notify the Supplier of any health and safety hazards which may exist or arise at UKRI's premises and which may affect the Supplier in the performance of its obligations under the Contract.

19.2 The Supplier shall:

(a) comply with the reasonable requirements of UKRI's security arrangements;

(b) comply with all UKRI's health and safety measures;

(c) notify UKRI immediately in the event of any incident occurring in the performance of its obligations under the Contract on UKRI's premises where that incident causes any personal injury or damage to property which could give rise to personal injury;

(d) perform its obligations under the Contract in accordance with all applicable equality law and UKRI's equality and diversity policy as provided to the Supplier from time to time;

(e) take all reasonable steps to secure the observance of clause 19.2(d) by all Staff; and

(f) supply the Goods and any packaging in accordance with UKRI's environmental policy as provided from time to time.

19.3 The Goods shall be packed and marked in a proper manner and in accordance with any instructions specified in the Award Letter, any statutory requirements and any requirements of the carriers. All packaging materials shall be considered non-returnable. The Supplier shall indemnify UKRI against all actions, suits, claims, demands, losses, charges, costs and expenses which UKRI may suffer or incur as a result of, or in connection with, any breach of this clause 19.3.

19.4 If notified by UKRI, the Supplier shall comply with, and shall ensure that its Staff shall comply with, the provisions of:

(a) the Official Secrets Acts 1911 to 1989; and (b)

section 182 of the Finance Act 1989.

20 PREVENTION OF FRAUD AND CORRUPTION

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

20.2 The Supplier shall take all reasonable steps, in accordance with Good Industry Practice, to prevent fraud by the Staff and the Supplier (including its shareholders, members and directors) in connection with the Contract and shall notify UKRI immediately if it has reason to suspect that any fraud has occurred or is occurring or is likely to occur.

20.3 If the Supplier or the Staff engages in conduct prohibited by clause 20.1 or commits fraud in relation to the Contract or any other contract with the Crown (including UKRI) UKRI may:

(a) terminate the Contract and recover from the Supplier the amount of any loss suffered by UKRI resulting from the termination, including the cost reasonably incurred by UKRI of making other arrangements for the supply of the Goods and/or Services and any additional expenditure incurred by UKRI throughout the remainder of the Contract; or

(b) recover in full from the Supplier any other loss sustained by UKRI in consequence of any breach of this clause.

21 DISPUTE RESOLUTION

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

21.2 If the dispute cannot be resolved by the Parties within one month of being escalated as referred to in clause 21.1, the dispute may by agreement between the Parties be referred to a neutral adviser or mediator (the "**Mediator**") chosen by agreement between the Parties. All negotiations connected with the dispute shall be conducted in confidence and without prejudice to the rights of the Parties in any further proceedings.

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

22 GENERAL

22.1 Each of the Parties represents and warrants to the other that it has full capacity and authority, and all necessary consents, licences and permissions to enter into and perform its obligations under the Contract, and that the Contract is executed by its duly authorised representative.

22.2 The Supplier warrants and represents that during the Term it shall not accept work from other sources that will in any way impair or affect its ability to provide the Goods and/or Services and comply with the terms of this Contract.

22.3 The Supplier must make sure that neither it nor any of its Staff or sub-contractors are placed in a position where there is or may be an actual conflict, or a potential conflict, between their interests or the interests

of its Staff or sub-contractors and the Supplier's obligations under this Contract. You must disclose to us the particulars of any conflict of interest that arises.

22.4 A person who is not a party to the Contract shall have no right to enforce any of its provisions which, expressly or by implication, confer a benefit on him or her, without the prior written agreement of the Parties.

22.5 The Contract cannot be varied except in writing signed by a duly authorised representative of both the Parties.

22.6 The Contract contains the whole agreement between the Parties and supersedes and replaces any prior written or oral agreements, representations or understandings between them. The Parties confirm that they have not entered into the Contract on the basis of any representation that is not expressly incorporated into the Contract. Nothing in this clause 22.6 shall exclude liability for fraud or fraudulent misrepresentation.

22.7 Any waiver or relaxation either partly, or wholly of any of the terms and conditions of the Contract shall be valid only if it is communicated to the other Party in writing and expressly stated to be a waiver. A waiver of any right or remedy arising from a breach of contract shall not constitute a waiver of any right or remedy arising from any other breach of the Contract.

22.8 The Contract shall not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the Parties other than the contractual relationship expressly provided for in the Contract. Neither Party shall have, nor represent that it has, any authority to make any commitments on the other Party's behalf.

22.9 Except as otherwise expressly provided by the Contract, all remedies available to either Party for breach of the Contract (whether under the Contract, statute or common law) are cumulative and may be exercised concurrently or separately, and the exercise of one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.

22.10 If any provision of the Contract is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from the Contract and rendered ineffective as far as possible without modifying the remaining provisions of the Contract, and shall not in any way affect any other circumstances of or the validity or enforcement of the Contract.

23 NOTICES

23.1 Any notice to be given under the Contract shall be in writing and may be served by personal delivery, first class recorded or, subject to clause 23.3, e-mail to the address of the relevant Party set out in the Award Letter, or such other address as that Party may from time to time notify to the other Party in accordance with this clause.

23.2 Notices served as above shall be deemed served on the Working Day of delivery provided delivery is before 5.00pm on a Working Day. Otherwise delivery shall be deemed to occur on the next Working Day. An email shall be deemed delivered when sent unless an error message is received.

23.3 Notices under clauses 17 and 18 may be served by email only if the original notice is then sent to the recipient by personal delivery or recorded delivery in the manner set out in clause 23.1.

24 GOVERNING LAW AND JURISDICTION

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

Schedule 2

Specification

1 The Suppliers shall provide the Goods and/or Services in accordance with this Schedule 2.

1. Introduction

UK Research and Innovation seeks a supplier to carry out a formative and summative evaluation of a public dialogue commissioned by BBSRC and the Nuffield Council on Bioethics with support from UKRI's Sciencewise programme (PS21328 out to tender on Research Marketplace, requisition 300031936).

An independent evaluation is a condition of Sciencewise funding for public dialogue projects.

The full public dialogue requirement to be evaluated can be found in this document under section 4.

Aims, objectives and guidance for Sciencewise evaluations in general and this evaluation in particular are described in section 2 and 3. Deliverables, including detailed reporting requirements, and timetable comprise sections 5 and 6.

2. Aims & Objectives

PS22002 EVALUATION OF A SCIENCEWISE PUBLIC DIALOGUE ON GENOME EDITING IN FARMED ANIMALS

The aim of evaluating the dialogue projects co-funded through the Sciencewise programme is to contribute to the programme's overall aim by providing an independent assessment of the impacts and quality of the dialogue project as a whole, including the design, delivery, reporting and governance of the dialogue activities.

The objectives of Sciencewise programme evaluations are to:

- Gather and present objective and robust evidence of the nature and quality of the impacts, achievements and activities of the project in order to come to conclusions.
- Identify lessons from the project to support the design and delivery of future public dialogue projects.

Evaluations must consider a project as a whole, covering all the activities described in the dialogue specification, including:

- any preliminary activities (e.g. desk research, literature review)
- governance (e.g. steering or oversight groups; other decision making processes)
- stakeholder engagement
- public dialogue activities (e.g. number, location and design of events; sampling, recruitment and number of participants; quality of information provided; specialists involved)
- any other related public engagement activities (e.g. polls or online surveys)
- the key questions addressed by the public
- methods of recording and analysis of public discussions
- reports from the project including to public participants
- activities to disseminate and use the dialogue results
- any other relevant activities affecting the impacts, value and credibility of the dialogue results.

Evaluations must be conducted independently of the dialogue project, and in accordance with the Sciencewise programme note, Guidance on Evaluating Projects. This can be found on the UK SBS portal or at sciencewise.org.uk.

They should also be undertaken against the quality standards identified in the Sciencewise Quality Framework[1], and in the broader context of the Sciencewise guiding principles[1].

Focus of Sciencewise programme evaluations

Sciencewise evaluations should include formative and summative elements.

- **Formative**: The evaluator will be expected to use evidence gathered throughout the project to support the delivery of a high quality project.
- **Summative**: Identifying the impacts of and lessons from the governance, management, design, delivery, outputs and outcomes of the dialogue project overall. This requires analysis based on detailed evidence using the quantitative and qualitative data that will need to be collected by the evaluation. The focus should be on identifying the impacts of the project and how the design, delivery, governance and outputs contributed to these.

Expectations of the evaluation

The evaluation is not intended to assess the personal performance of those involved.

The evaluator will be expected to determine if and how the dialogue has achieved the objectives specified, providing credible evidence in support of their conclusions. The dialogue objectives are given below (and again in section 4, the dialogue specification).

Main objectives of dialogue to be evaluated:

[1] Sciencewise (2017) *Quality in Public Dialogue. A framework for assessing the quality of public dialogue*. This is available on the UK SBS portal or at sciencewise.org.uk.

[1] Sciencewise (2017) *The Government's Approach to Public Dialogue on Science and Technology*. This is available on the UK SBS portal or at sciencewise.org.uk.

- increase understanding of how citizens prioritise different values and considerations with respect to genome editing in farmed animals;
- interrogate assumptions which may influence opinions on this topic; and
- identify potential points of consensus and disagreement among members of the public.

To meet these expectations, this dialogue – which will be carried out with citizens reflective of UK society – must achieve **five objectives**:

- To **identify and understand** the values citizens use to frame their views on genome editing in farmed animals, to provide context for **understanding wider public interest** on this topic.
- To **map** the values and principles that underlie dialogue participants' views on genome editing in farmed animals, offering insights into how views are formed.
- To **explore, interrogate, and understand** conditions of consensus and disagreement among citizens
- To **identify areas of public aspiration, interest, and concern**, including with respect to animal welfare and the marketing of animal products.
- To **inform** future research strategies, regulation, and policy on genome editing in farmed animals.

Dialogue success factors:
Bidders should indicate how they propose to assess if and how the dialogue has achieved its objectives, drawing on the success factors below, and any others they propose.
At this stage, it is expected that the success of this dialogue will be assessed by a range of factors, which are either additional to or complementary with the standards outlined in the Sciencewise Quality Framework. Factors are likely to include:

- The findings **inform decision-making and policy** in the UK's research, regulatory, and industry sectors, in particular:
    - for example, through **contributing to the UK Government's promised review of genetic technologies** (announced in Defra's 2021 consultation) and informing BBSRC's strategy;
    - The process and findings develop further the understanding and capacity needed to **facilitate future engagement with the public on genome editing policy;**
    - The findings have direct impacts on research applications related to genome editing in farmed animals, with subsequent wider implications for key stakeholders and policymakers;
- The high quality of the design and delivery of the public dialogue project (good practice, value and effectiveness), in particular:
    - the design of a process that enables exploration of the values and perspectives underlying participants' top of mind views;
    - Wide and open framing of questions without predefined options or futures, allowing participants to generate, develop and express their views freely and interrogate assumptions held by the commissioning bodies or stakeholders'
    - effective use of online/digital channels to engage a diverse and inclusive set of participants;
- The involvement of oversight group members and other stakeholders in developing the design and content of dialogue events and in shaping the final report;
- The involvement of a wide range of stakeholders throughout the project, including at workshops, who then go on to use what they have learned in their own policy and practice;
- The robustness of data analysis and quality of reporting;
- Evidence of the distribution and use of the dialogue results among policy makers;

- Evidence of the satisfaction of public and stakeholder participants with the quality and outcomes of the dialogue;
- Quality of reporting, including:
    - clarity of participant voice, including the impact on participants' views of information input (e.g., written, visual, presented materials) and deliberation during the workshops;
    - participants' use of metaphors/analogies etc during the process of developing their views, and reflection on the implications of these.
- Statements from research and innovation bodies and policy-makers on the impacts, value and benefits of public dialogue; and
- The greater willingness and ability of the commissioning body to undertake public dialogue in future (learning about the place, value and practice of public dialogue in policy and decision making). **Requirements of contractor:**
- Bidders should demonstrate a sound understanding of the brief, and should have experience of the evaluation of public dialogue and / or other public engagement processes and of using best practice techniques to evaluate dialogue processes involving the general public, experts and policy-makers.
- Bidders should discuss how an online approach to this dialogue might impact on the approach and quality of the evaluation and the validity and robustness of the findings.
- Applicants should demonstrate how they would be prepared to adapt to developments or changes in the dialogue project.
- A single contract will be let for the evaluation. Applicants should provide details of any sub-contractors, or support staff, which the evaluator intends to use. Details of oversight procedures should be provided.
- Without compromising the independence of the evaluation process, the evaluator must be prepared to grant access to BBSRC, the Nuffield Council on Bioethics, UKRI and Sciencewise to allow inspection of the work at any time. The evaluator must also be prepared to provide further information to these parties should it be requested.

3. Background to the Requirement

This specific contract is to evaluate BBSRC's and the Nuffield Council on Bioethics' Sciencewise-supported public dialogue on genome editing in farmed animals.
Please see section 4 for the complete specification of the dialogue project, currently out to tender.

The following six key questions must be answered when evaluating a Sciencewise dialogue project:

- **Lessons**. Based on the results of the public dialogue, how can the centre build on this for future projects? What are the lessons for future public dialogue projects (including from what worked well and less well)?
- **Objectives**. Has the dialogue met its objectives? Were the objectives set the right ones?
- **Credibility**. How and why were the dialogue design, delivery and reporting appropriate to the context and objectives, and credible with those expected to use the results?
- **Quality**. Has the dialogue met standards of good practice (according to the Sciencewise Quality Framework and Guiding Principles)? What took place, how, when, where, with whom and why? How successful has the governance of the project been, including the role of stakeholders, oversight groups, the commissioning body and the Sciencewise programme?
- **Impacts**. Has the dialogue achieved the expected (and any unexpected) impacts on policy and decisions, on organisational change and learning, and on all those involved? What new insights have been obtained (including on tackling potential social and ethical risks)? Who has seen the results and how have the results

been used? What has been the value of the project to those involved, including the extent to which those involved have been satisfied with the dialogue outcomes and process?

- **Costs and benefits**. What was the balance overall of the costs and benefits of the dialogue (basic costs compared to benefits including potential future costs saved)?

Overall approach to the evaluation:
It is expected that there will be three main stages of dialogue project evaluation:

- **Baseline assessment.** Early review of the specific policy context for the project, governance and management arrangements and the expectations of those involved about the likely achievements and impacts of the project on policy decisions.

- **Interim assessment of design and delivery.** Review of the quality of the design and delivery of dialogue activities, based on evidence from the evaluation research, including observation of events and feedback from public and other participants (e.g. specialists and other stakeholders), and the role of governance and management arrangements. The interim assessment should include evidence on how early scoping stages have informed the content and design of materials used in the workshop. It should also include evidencebased observations on the contribution of management and oversight arrangements to the quality of delivery. This will feed into the final assessment of the project, and final evaluation reporting.

- **Final assessment of the project overall and reporting.** Final research and analysis following the dissemination of the dialogue project reports to gain further feedback from those involved (e.g. the oversight group, commissioning body and others). These new data, together with data from earlier stages, should be used to produce the final evaluation report.

Bidders are advised to note that the deadline for the final assessment and report will be approximately six months following publication of the final dialogue report, where publication occurs within a month of the dialogue contract ending. (See also Timescales section).

Design and delivery

- The evaluator will develop the evaluation process, and provide a detailed methodology, including an evaluation framework, success criteria and metrics as appropriate.

- The evaluator must undertake all aspects of the evaluation, including data collection, collation and analysis. The evaluator may wish to outline the support they would require from the dialogue delivery contractor in aspects of the process (e.g. data collection).

- All evaluation plans, materials (e.g. questionnaires and interview schedules) and all reports need to be discussed in draft with BBSRC, the Nuffield Council on Bioethics and Sciencewise, and formally signed off before use.

Formative Evaluation

- The evaluator should be prepared to provide on-going feedback, based on evidence from evaluation research and emerging evaluation findings, to support project development and the delivery of a high quality dialogue. They must be aware, however, of their role as an evaluator and of the need to draw on evidence during any formative evaluation activities and be aware of the risks of “marking their own work”. **Meetings**
- If possible, the evaluator will be required to take part in the **initial inception meeting** with BBSRC and the Nuffield Council on Bioethics Sciencewise and the dialogue contractor. This is expected to take place in April 2022. If the evaluation contract is awarded later than this the evaluator is responsible for catching up on what was discussed and agreed at that meeting.

- The evaluator will be required to take part in the final wash-up meeting, held at the end of the project and prior to sign-off on the final evaluation report.

- In addition to these two meetings, evaluation contractors will be invited, and expected to attend, the majority of Oversight Group meetings and all other project team meetings, as part of their formative as well as summative role.

Other considerations:

- Final communication, sign-off and reporting requirements and protocols will be agreed between BBSRC and the Nuffield Council on Bioethics, Sciencewise, UKRI and the evaluation contractor at the Inception Meeting or as soon as the evaluator is in place.
- All outputs must be clearly written, and written in such a way that it makes them easily accessible to a nontechnical audience. All technical jargon and terminology must be fully explained and plain English used throughout the reports.
- Circulated drafts and final versions of all outputs should be thoroughly proofread prior to submission. There is a need to build sufficient time (minimum 2 weeks) into your timetable for the BBSRC, the Nuffield Council on Bioethics and Sciencewise to comment on any draft and final outputs.
- If so, required by BBSRC and the Nuffield Council on Bioethics and UKRI, the contractor shall produce a further version of a project plan for conducting the evaluation in such further detail as BBSRC and the Nuffield Council on Bioethics and UKRI may reasonably require. The contractor shall ensure that the project plan is subject to BBSRC and the Nuffield Council on Bioethics and UKRI approval. The contractor shall ensure that this plan is maintained and updated on a regular basis as may be necessary to reflect the then current state of the implementation.
- BBSRC and the Nuffield Council on Bioethics and UKRI shall have the right to require the contractor to include any reasonable changes or provisions in each version of the project plan.
- The contractor shall perform its obligations so as to achieve each milestone by the milestone dates agreed in each project plan and changes to any agreed milestones, as agreed at project inception shall only be made in accordance with discussion with BBSRC and the Nuffield Council on Bioethics and UKRI.
- Payment terms will be agreed between UKRI, BBSRC and the Nuffield Council on Bioethics and the contractor, at the Inception Meeting or when the contract is in place.
- Before payment can be considered, each invoice must include a detailed elemental breakdown of work completed and the associated costs.

Requirements of contractor

- Bidders should demonstrate a sound understanding of the brief, and should have experience of the evaluation of public dialogue and / or other public engagement processes and of using best practice techniques to evaluate dialogue processes involving the general public, experts and policy-makers.
- Bidders should discuss how an online approach to this dialogue might impact on the approach and quality of the evaluation and the validity and robustness of the findings.
- Applicants should demonstrate how they would be prepared to adapt to developments or changes in the dialogue project.
- A single contract will be let for the evaluation. Applicants should provide details of any sub-contractors, or support staff, which the evaluator intends to use. Details of oversight procedures should be provided.
- Without compromising the independence of the evaluation process, the evaluator must be prepared to grant access to BBSRC and the Nuffield Council on Bioethics, UKRI and Sciencewise to allow inspection of the work at any time. The evaluator must also be prepared to provide further information to these parties should it be requested.
- The evaluator will be required to inform BBSRC and the Nuffield Council on Bioethics and UKRI promptly, in writing, of any cessation for work and of any event or circumstance likely to significantly affect the satisfactory completion of the evaluation.

4.

Scope for the "Specification for a Sciencewise Public Dialogue on genome editing in farmed animals"

DIALOGUE SPECIFICATION FOLLOWS:
Specification for a Sciencewise Public Dialogue on genome editing in farmed animals
Title of request: Sciencewise public dialogue: genome editing and farmed animals **Duration of engagement:** 8-9 months
Required commencement date: April 2022

1. Introduction

The Nuffield Council on Bioethics (NCOB) and the Biotechnology and Biological Sciences Research Council (BBSRC) are together proposing a deliberative public dialogue on genome editing and farmed animals. The dialogue is co-funded and supported by Sciencewise, a UK Research and Innovation (UKRI) programme which facilitates Research Councils and other eligible bodies to carry out deliberative, impactful engagement on scientific or technological issues.
Genome editing in farmed animals (GEFA), along with closely related issues, has been highlighted by the UK Government, policymakers, and other stakeholders as warranting further attention, as it is one of the most near-term, but least discussed, applications of the technology. Defra, the Food Standards Agency (FSA), and the National Food Strategy have each carried out recent consultations or engagement in the area of food and genomic technologies but, to date, deliberation on second generation agricultural biotechnologies has focussed predominantly on crops. This deliberative public dialogue will instead set out a strong marker for future policymaking on these technologies' applications in farmed animals, building on a rapid online dialogue undertaken by NCOB on this topic in summer 2021. The outcomes of this dialogue indicate that there are outstanding issues which should be investigated through further, expanded public deliberation. These issues include:

- **Assumptions underlying public responses to new breeding technologies**: including understandings of current husbandry practices, food systems, and food standards regulation.
- **The role of breeding technologies in the future UK food system**: including an exploration of what is a desirable future for the UK food system, and the role of breeding technologies such as GEFA in this.
- **Alternatives to GEFA**: including consideration of whether problems or opportunities with respect to the UK's food system can and should be met by alternatives to genome editing.
- **What are socially legitimate aims for GEFA**: for example, to eliminate routine surgical mutilations, address threats of veterinary or zoonotic disease, or to improve food quality and quantity.
- **Conditions under which of GEFA might be used**: for example, in specific husbandry conditions, subject to specific controls.

It is anticipated that the proposed deliberative public dialogue's exploration of these, and other issues which emerge through participants' contributions, will have direct impacts on GEFA applications, with subsequent wider implications for key stakeholders and policymakers.

Public attitudes on GEFA are complex and include concerns about human health, environmental impacts, animal welfare, and the influence of corporations. These complexities mean that it is important for this dialogue to afford participants an opportunity to generate, develop, and express their views freely and openly, without recourse to predefined options or narrowly-framed questions on this topic. It is expected that by taking an open approach to deliberation, this dialogue will:

- **Inform decision-making and policy** in the UK's research, regulatory, and industry sectors – for example, through contributing to the UK Government's promised review of genetic technologies (announced in Defra's 2021 consultation) and informing BBSRC's strategy;
- **Inform future research on issues related to genome editing in farmed animals**; and
- Develop further the understanding and capacity needed to **facilitate future engagement with the public on genome editing policy**.

The dialogue will be evaluated to assess its effectiveness and impact, and to provide evidence that the project has met the objectives set out in this specification (see next section). Sciencewise best practice in commissioning an independent evaluation will be followed.

2. Aims and Objectives

The overall aim of the project is to engage a diverse and inclusive group of the public to deliberate on considerations relevant to the application of new genome editing technologies in farmed animals in the UK. To fulfil this aim, **the delivery of this dialogue is expected to**:

- increase understanding of how citizens prioritise different values and considerations with respect to genome editing in farmed animals;
- interrogate assumptions which may influence opinions on this topic; and
- identify potential points of consensus and disagreement among members of the public.

To meet these expectations, this dialogue – which will be carried out with citizens reflective of UK society – must achieve **five objectives**:

1. To **identify and understand** the values citizens use to frame their views on genome editing in farmed animals, to provide context for **understanding wider public interest** on this topic.
2. To **map** the values and principles that underlie dialogue participants' views on genome editing in farmed animals, offering insights into how views are formed.
3. To **explore, interrogate, and understand** conditions of consensus and disagreement among citizens
4. To **identify areas of public aspiration, interest, and concern**, including with respect to animal welfare and the marketing of animal products.

To **inform** future research strategies, regulation, and policy on genome editing in farmed animals.

3. Background to the Requirement

Rationale for project and recent work

The need for this dialogue was identified by NCOB in 2020 as part of an inquiry into prospective genome editing technologies in farmed animals, which is due to report in December 2021. This is an area where genome editing techniques have opened up new applications of research that could have significant societal, economic, ethical, and policy implications.

Applications in livestock farming and aquaculture are some of the most near-term uses of genome editing technologies. Genome editing research in this context is being carried out to find new ways to meet many of the challenges facing food and farming: for example, by reducing the need for veterinary interventions, and increasing disease resistance and environmental adaptation in domesticated animals. But despite genome editing technologies' distinctive ethical implications, and the significant influence that public views have had on earlier generations of agricultural biotechnologies, they remain very little discussed.

As part of its inquiry, NCOB commissioned a soon-to-be published literature review on public perceptions and attitudes relating to genetic technologies in animals and food. The review found that there has been relatively little engagement with the public on the use of genome editing in farmed animals, but that there is some evidence that attitudes to GMOs and novel foods may be shifting or becoming more nuanced, for example, to recognise the benefits new breeding technologies may offer for animal welfare in some circumstances. Most evidence, however, is from quantitative research; the review indicated that there would be value in more deliberative work to explore the interacting factors shaping public attitudes for the next generation of technologies (e.g., their impact on animals, the environment, biodiversity, public health, and the cost and quality of food), and to evaluate the weight and significance of the different factors.

NCOB aimed to address the lack of discussion on these issues in a rapid online dialogue which took place between May and August 2021. The findings from this offer insight into the frames, priorities, and values which citizens consider relevant to this debate. Its findings also highlight outstanding questions which need to be addressed, including people's views on food safety, regulation, and farming practices – issues which provided background to findings such as that opposition to genome editing in farmed animals may be linked to attitudes to conventional breeding.

Project arrangements

- BBSRC and NCOB will establish an Oversight Group (OG) of 12-15 individuals drawn from a range of sectors and perspectives on the topic, to assist in the governance and delivery of the project. NCOB's project manager will provide the OG secretariat.

- Several of the 10-15 experts involved in NCOB's rapid online dialogue have expressed an interest in being involved in future work, and could be approached to take part in the OG, workshops, or assist with the development of stimulus and materials.
- The project will be managed by a core team led by NCOB's project manager, who will liaise closely with BBSRC (as the main funding partner). The rest of the team will comprise the dialogue contractor, the Sciencewise dialogue and engagement specialist, and a UKRI representative. All members of the team will be copied into project emails and invited to project meetings, along with the evaluation contractor.

Evaluation
BBSRC / NCOB and Sciencewise will follow Sciencewise best practice in commissioning an independent evaluation of the activity to assess the effectiveness and impacts of the dialogue and to provide evidence that the project has met the objectives set out in this specification.

Media activities
There will be a strong emphasis on communicating the outputs of the dialogue widely to stakeholders, policymakers, and the public. Media activities are likely to include a press release announcing the start of the project, and updates about the appointment of the successful delivery contractor before the public dialogue activities take place.

On completion of the dialogue, there will be a further press release to highlight the dialogue's key messages, and a launch event to share findings. Media content from the dialogue (for example, pictures, videos, or quotes) will be shared at the event and on NCOB's website and via its social media accounts. BBSRC will also publicise the findings, referring to materials on NCOB's website.

Publication of the dialogue and evaluation reports

- All materials generated in the course of the project, including final reports (project report and evaluation) and OG minutes, will be published on NCOB's website. We expect that the contractors and Sciencewise will do the same on their respective websites. NCOB will also prepare two blogs for the public dialogue project, one at the start of the project and one at the end, to be published on the Sciencewise website. BBSRC / UKRI may also publicise the dialogue and its findings through various channels, including via the BBSRC blog.

4. Scope
The public dialogue will be orientated towards the future of UK food and farming through a systems approach and scenario planning, encouraging participants to envisage under what conditions the implementation of genome editing technologies would be desirable and undesirable. The dialogue will be framed to reflect the key challenges and explore the following themes:

- The potential of genome editing to **impact on animal health and welfare** (for example, by reducing threats from disease, or changing intensive farming practices (both positively or negatively))
- The potential **impact on human health** (for example, addressing risks from zoonotic disease, reducing the need for antibiotics that can lead to antimicrobial resistance, or biopharming)
- The potential **impact on environment and conservation** (for example, through impacts on genetic diversity or farming practices, which might contribute to or help to address climate change)
- The potential **impact on farmers** (for example, on farming practices, on rural livelihoods, on intensification, or on power relations in commodity chains – including implications for the Global South)
- The potential **impact on consumers** (for example, meeting demand for protein owing to population growth / demographic change, and the availability of affordable animal products)

As part of the discussion of these themes, potential alternative solutions which do not involve genome editing may also be addressed in response to the key challenges set out above. Recruitment of participants
Recruitment should engage with the dimensions of diversity that are particularly relevant to GEFA. We would like to discuss the contractor's suggestions on this point here, but recommend that recruitment reflects:

- Regional representation across the UK;
- Socioeconomic, ethnic, and gender diversity;

- Representation from rural and coastal communities;
- Diverse food cultures;
- Diverse attitudinal views on the use of technology in addressing food and agricultural challenges; and on the consumption of animal products (for example, those who continue to consume animal products, those who are reducing such consumption, and those who do not consume any animal products).

Participant recruitment strategies and the design of the dialogue should be mindful of the ways in which the pandemic has affected people, so that we are still able to include and hear from people who may have reduced personal availability in this period.

Stakeholder engagement

We would like public dialogue participants to have access to relevant specialists, in line with the Sciencewise guiding principles and Quality framework. We would work with the contractor to identify these specialist stakeholders but expect the contractor to recruit and brief them effectively on the role they will play in the dialogue events.

We anticipate that the role of specialist stakeholders in the dialogue might include: ● Participating in either pre-dialogue interviews or a workshop (or both) to:

- inform the design and content of the dialogue;
- inform the contractor with respect to the state of the art on GEFA; and
- provide opportunities to identify specialists who might take part in public dialogue activities.

- Advising and supporting the contractor to identify opportunities to maximise the impact of the dialogues, including through being open to present the outcomes of the dialogue to relevant audiences (e.g., policymakers), and advising on dissemination.

Some aspects of these roles might also be undertaken with the Oversight Group.

We expect the contractor to provide details on their approach to stakeholder engagement and outline how this will add value to the project.

5. Requirement

We expect the contractor to propose the detailed structure of the project but anticipate that the core of the process will involve deliberative public dialogue processes which meet the Sciencewise guiding principles.

We expect the public dialogue to be carried out online. Bidders should describe how they will ensure that the final sample is diverse and inclusive of the categories outlined above. Please describe the support you would provide and, if necessary, how you might make technology available to those who might otherwise be digitally excluded. Please also describe how you would manage to make enough time available for participants to discuss the issues in depth, while avoiding fatigue.

Deliverables

We anticipate requiring the following deliverables from the dialogue contractor:

- Dialogue process and materials
- Participation in inception and wash-up meetings
- Presentations to and attendance at Oversight Group meetings
- Regular project team meetings, usually weekly or fortnightly depending on the project stage ● Quality assured final report with two drafts and two comment rounds.
- Interim report(s) of findings (for example, after each event) ● PowerPoint slides summarising key findings.
- Visual presentation of the findings, such as infographics and quotes.
- Media related to public dialogue activities, including photos and videos. ● A series of policy / stakeholder briefings
- Launch event

- Demographic information about participants to monitor diversity ● Cooperation with the dialogue's independent evaluator.

Sciencewise can supply guidance on its principles for reporting. In putting these principles into practice, Sciencewise recommends reports are produced in the following way:

- **Executive summary**: to not exceed five pages: one page to situate the report in the wider context (why was the dialogue needed); one paragraph on what public dialogue is; 1-3 paragraphs summarising public dialogue methodology in general and this dialogue in particular; the remainder on findings, and (if included) recommendations.
- **Report**: the introduction should provide a summary of the method. The focus should be on detailing new insight and, where relevant, referencing earlier work, i.e., what does this dialogue find that supports or corroborates what has been found in other studies. Sciencewise recommends this not exceed 50-60 pages (including the executive summary).
- **Annex to the main dialogue report**: summary of method contained in the main report, with detailed information (e.g., participant breakdown, recruitment criteria, structure of workshops, stakeholders and experts involved in the development / oversight). As a rule of thumb, if the annex exceeds 10 pages, then the details should be published in a separate methods report.

6. Timetable

Project start: April 2022
Dialogue workshops to be completed by: 31 May 2022
Final report and visual presentations: July/August 2022
Launch event (if required) and stakeholder briefings: summer 2022

END OF DIALOGUE SPECIFICATION

5. Requirement - PS22002 Evaluation of a Sciencewise public dialogue on genome editing in farmed animals

Deliverables

The evaluator will be required to produce the following written reports: ●

A baseline report, to:

- set out expectations of main project actors (stakeholders; commissioners; etc);
- provide a framework demonstrating how the Sciencewise Quality Framework has informed selection of indicators/data gathered;
- outline any initial pointers that indicate success and or suggest concern in any part of the project operations.

- Brief monthly progress updates (as required);
- Interim report: date and format to be agreed with BBSRC, the Nuffield Council on Bioethics, and Sciencewise;
- Final evaluation report:
  - draft to be shared with the BBSRC and Nuffield Council on Bioethics project team and Sciencewise lead evaluator prior to the wash-up meeting, following publication of the final dialogue report. They will comment on any initial changes
  - improved draft circulated to attendees at the wash-up meeting, one week in advance of meeting

- final version in a form that can be published: **final interviews should be carried out approximately six months following the wash-up meeting, with final report to follow shortly, at a time agreed with the commissioners/Sciencewise.**

The final evaluation report will be expected to use the evidence gathered to support any conclusions or recommendations and to demonstrate the dynamic interconnection of different elements of the project in contributing to its success.

Reporting

Contractors should note that the final elements of the evaluation and the final report will be carried out approximately 6 months after publication of the final dialogue report, which in turn should occur within a month of the dialogue contract period ending. This is to allow some time for dissemination and consideration of the dialogue findings and hence for clearer and more substantive evidence of its impacts.

The final evaluation report should take into consideration the commissioners' and Sciencewise's expectations about the approach to the dialogue (as outlined in the dialogue specification) and provide evidence to support success or failure to deliver against these expectations (e.g., the role of project management, oversight, communications, specialist involvement, changes in requirements, other factors), and the success factors outlined above. Final reports should include:

- an executive summary that will work as a stand-alone document: this should include a brief description of the purpose of the project, timing and activities; a brief summary of the evaluation methodology, and the main evaluation findings particularly on impacts, lessons for the future and conclusions.
- a description of and rationale for the evaluation methodology, including any underlying theoretical commitments or assumptions; project objectives, timescale and activities (including reports), so that readers will know what the purpose of the project was, what took place and when.
- a summary of the evaluation methodology, any metrics, and data collection sources and tools
- detailed analysis and evidenced conclusions from the evaluation research across all three stages.

The report should focus on the impacts of the project to date, and anticipated future impacts. It should demonstrate and provide evidence of how the dialogue project activities have contributed to and interacted to produce the overall success of the project and its impacts. It should address all six key questions outlined above. Project activities addressed should include:

- Preliminary activities (e.g. desk research, scoping activities)
- Governance (e.g. oversight groups) and stakeholder engagement
- Project management (both commissioning body and dialogue delivery contractor)
- Public dialogue activities (e.g. sampling, recruitment and number of participants; number, location and design of events; the main questions addressed by the public; quality of information provided; role and value of scientists and other specialists involved)
- Any other related public engagement activities and any other activities affecting the impacts, value and credibility of the dialogue results
- Report and reporting (including methods of analysis / recording) from the project, including to public participants
- All impacts (achieved and expected), and all dissemination and use of dialogue results
- Reflective learning, drawing out the main lessons of the evaluation and how these might inform future dialogues. In particular, we welcome consideration of if and how conducting the project online has impacted on the quality, validity and value to stakeholders/commissioners of the project outputs.
- Detailed evaluation data (e.g. questionnaire responses, frameworks, use of Sciencewise Quality Framework, etc) should be provided in annexes.

The report must be written in coherent and accessible language and provided in a form that is useful for learning and demonstrating impacts.

6. Timetable

Timetable (including inset timetable of dialogue milestones)

- **April 2022**: Contract signed ○ April 2022: Dialogue design and set up
- **April/May 2022**: Baseline evaluation report ○ 31 May 2022: Workshops completed
- **June/July 2022**: Interim evaluation report ○ August 2022: Final dialogue report alongside other outputs submitted.
- **September 2022**: Draft final evaluation report
- **April 2023**: Updated final evaluation report. The evaluation of the project will conclude six months after the final dialogue report is published, to provide some additional time for the commissioners to plan for wider uptake of the findings, and for these plans to be considered in the evaluation.

The update should focus on the anticipated and unexpected impacts of the project.
It should include in particular the contributions to impacts made by the Oversight Group, stakeholder work, policy briefings, communication and dissemination activities.

Schedule 3

Charges

1 The Charges for the Goods and/or Services shall be as set out in this Schedule 3.

2 The total contract value will not exceed £29,970.00 excluding VAT.

3 Payment Milestones

[redacted]

[redacted]

Schedule 4

Bidder Proposal

[redacted]

[redacted]

UK OFFICIAL

Annex A - Schedule of Processing, Personal Data and Data Subjects

The Supplier shall only process in accordance with the instructions as advised below and comply with any further written instructions with respect to processing by the Contracting Authority. Any such further written processing instructions required by the Contracting Authority shall be incorporated into this Schedule and shall be the subject of a formal amendment to this Contract.

1. The contact details of the Contracting Authority Data Protection Officer are: David Hyett dataprotection@UKRI.org
2. The contact details of the Suppliers Data Protection Officer are: [redacted]
3. The Supplier shall comply with any further written instructions with respect to processing by the Contracting Authority.

Any such further instructions shall be incorporated into this Schedule

Description	Details
Subject matter of the processing	The processing of personal data is needed in order to evaluate a dialogic engagement with participants to obtain their views on gene editing in farmed animals
Duration of the processing	Data will be processed between April 2022 and April 2023, the duration of the Supplier's contract.
Nature and purposes of the processing	In order to evaluate an engagement aimed at understanding public perceptions on gene editing in farmed animals the supplier will engage with participants via online or postal/paper surveys and optional telephone interviews.
Type of Personal Data	Name, email address, telephone number, opinions and location. For which the Supplier is the Controller. The Contracting Authority will not receive any identifiable information from the Supplier.
Categories of Data Subject	Members of the public, academic researchers and stakeholders(e.g.,industry or NGO representatives), Nuffield Council on Bioethics and UKRI employees; for whose data the Supplier is the Controller. The Contracting Authority will not receive any identifiable information from the Supplier.
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	Personal data to be destroyed by Supplier. The data will be erased from storage and or other devices within 3 months of the contract ending. The supplier will provide UKRI with written confirmation.
Controls in place to prevent further use of the data	Contract in place