



[Supplier name]
[Supplier address]

Attn: **[TBC]**

By email to: **[TBC]**

Date: **[TBC]**

Your ref: **[TBC]**

Our ref: **[TBC]**

Dear Sirs,

Award of contract for the supply of PS22040 - An Impact Evaluation of BBSRC's Collaborative Research and Development Strategic Portfolio

Following your tender for the supply of An Impact Evaluation of BBSRC's Collaborative Research and Development Strategic Portfolio to UKRI, 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) **[TBC]** (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: **[TBC]**
- 2 Expiry Date: **[TBC]**

Description of Services

- 3 The Specification of the Services to be delivered is as set out in Schedule 2.

Charges & Payment

- 4 The Charges for the 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, 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 01793 867004 between 09:00-17:00 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

Polaris House, North Star Avenue,
Swindon, England, SN2 1FL

Attention: TBC

Email: commercial@ukri.org

Supplier

TBC

Attention: **TBC**

Email: TBC

Liaison

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

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 Services. Please confirm your acceptance of the award of this contract by signing and returning the enclosed copy of this letter to [TBC] 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:

.....

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

Signed for and on behalf of **[TBC]**

Signature:

.....

Name:

.....

Position:

.....

Date:

.....

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: <ul style="list-style-type: none"> (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: <ul style="list-style-type: none"> (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**

Not Applicable

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,

sub-contract, novation or disposal. The Supplier shall be responsible for the acts and omissions of its sub-contractors 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, non-exclusive 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 tortious 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 tortious 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.

Specification

- 1 The Suppliers shall provide the Services in accordance with this Schedule 2.

Background

BBSRC is part of UK Research and Innovation, which works in partnership with universities, research organisations, businesses, charities, and government to create the best possible environment for research and innovation to flourish. BBSRC Mission is to promote and support, by any means, high-quality basic, strategic and applied research and related postgraduate training relating to the understanding and exploitation of biological systems. Also to advance knowledge and technology (including the promotion and support of the exploitation of research outcomes), and provide trained scientists and engineers, which meet the needs of users and beneficiaries (including the agriculture, bioprocessing, chemical, food, healthcare, pharmaceutical and other biotechnological related industries), thereby contributing to the economic competitiveness of the United Kingdom and the quality of life. To lead world-class 21st century bioscience, promoting innovation in the bioeconomy and realising benefits for society within and beyond the UK; through Advancing the frontiers of bioscience discovery; Tackling strategic challenges and Building strong foundations e.g. People and talent.

BBSRC works with many partners to benefit everyone through knowledge, talent and ideas. In 2020-2021, we invested £489 million in world-class bioscience. We support around 1,600 scientists and 2,000 research students in universities and institutes across the UK.

BBSRC is committed to the effective evaluation of its investments in research, innovation and training as part of its strategy for evidence-based decision making.

BBSRC's uses evaluation to examine the implementation and impact of its investments, , assessing the extent to which the anticipated effects, benefits and costs were realised. Evidence from evaluation supports several key functions including funding decisions, organisational learning, and informing future policy and practice. Evaluation evidence also helps BBSRC to be accountable to a variety of stakeholders (e.g. BEIS, HMT, the public, the research community etc).

Evidence of BBSRC's impact is crucial for demonstrating that we invest public funds responsibly and provides a compelling argument for future investment. The evaluation deliverables will provide robust, externally validated evidence of the impact of BBSRC's investment in collaborative research and development that will strengthen the evidence base that BBSRC requires to meet this need.

BBSRC is part of UK Research and Innovation, a new organisation created to enable the best environment for research and innovation to flourish.

Background to BBSRC's Portfolio of spin-outs

BBSRC plays an important role in engaging and supporting academic researchers and businesses to collaborate on research and development in bioscience and biotechnology. We help businesses to grow and thrive through co-design, co-investment and co-delivery in strategic, industrially-relevant collaborative R&D programmes with the bioscience research base.

We provide strategic funding to eight institutes. They deliver innovative, world-class bioscience research and training, leading to wealth and job creation, generating high returns for the UK economy. They have strong links with business, industry and the wider community, and support policy development.

The institutes' research underpins key sectors of the UK economy such as agriculture, bioenergy, biotechnology, food and drink and pharmaceuticals. In addition, the institutes maintain unique research facilities of national importance.

BBSRC has two cohorts of spin-outs, firstly, those 'university supported spin-outs' from our data collection system 'researchfish' and those spin-outs that have derived from BBSRC-funded institutes. Through both cohorts we have been able to trace around 300—400 businesses whose creation can

be attributed to BBSRC. The BBSRC grant awards for research that led to these spin-outs commenced over a fifteen-year period from 2006-2021.

As a publicly funded body BBSRC has the responsibility to report the outcomes of our research and demonstrate the value that the research base can add to our economy and to society.

Aims and Objectives of the Project

The aim of this evaluation activity is to conduct an outcomes and impact evaluation of the BBSRC strategic investments in the spin-outs created and supported by BBSRC. This study seeks to monetise the economic impacts delivering a Gross Value Added figure. The Economic Impact Assessment should be designed to consider impact over time as companies develop and grow, collecting evidence over the spin-outs lifecycle.

The successful bidder will provide a robust methodology for assessing the economic performance and impact of spinouts supported by BBSRC (60 selected spin-outs) and apply this to our existing dataset. The methodology must be scalable and be able to be repeated in future years as the creation of more spin-outs is supported.

The analysis should include:

- Suggested appropriate economic metrics (and potential non-economic) by which to assess spin-outs taking into account the company type e.g. private company, community interest company, charity etc..
- Details of spin-outs: length of time in existence, have been purchased (and by whom), other investors i.e. other research councils, number of employees and the economic impact of this employment.
- Details and potential of market (overall UK and Global value) the company operates in and details of the competition
- Local/regional impact of the company, including employment, and skills base developed or contributed to, expansion (including future plans), investment e.g. any regional development income, collaborations and partnerships, growth characteristics
- Supply chains including local suppliers and who they supply to
- Ownership of Intellectual Property rights
- Impact on skills and recruitment practices
- Areas of interest include:
 - Imports and exports (international sales)
 - International sales and collaborations (if possible)
 - Investment, where from including sector and how much
- Innovations (patents, datasets, software etc.) reported by the spin-outs and their economic value and or potential.

The Evaluation Questions are:

- i. **What is the Gross Value added of the cohort of BBSRC companies supplied?**
- ii. **What is the Gross Value added of the cohort of BBSRC companies supplied at specific sectoral level e.g. Industrial Biotechnology, agri-food etc.?**

Case studies of individual spin-outs with coverage across the different bioscience sectors

Proposals should adopt a mixed-methods approach in order to build up a robust picture of spin-out performance over time and contribute to the estimation of economic impact. The proposal should set out how the economic impact assessment will be undertaken, analysed and presented. The same applies to any analysis and the individual case studies.

The economic return should be calculated using a methodology that is compliant with Treasury Green Book and Magenta Book guidance (see more on methodology below), bearing in mind the challenges of quantifying benefits and impacts from fundamental research and development.

We would expect the BBSRC grants data, and outcomes data via researchfish to provide the basis for analysing collaboration, leverage, and other outcomes from the portfolio, with any gaps in the information filled through secondary research methodologies (desk research, literature reviews, interviews, surveys etc.).

In addition to the economic impact study, the expectation is to have case studies from focus areas within BBSRC's portfolio. The case studies should take a holistic view of the benefits arising in the area but aim to provide information on the mechanisms which highlight, for example, benefits or outcomes arising from the spin-out.

Proposals should indicate what methods (i.e. the sampling approach) and tools (i.e. face to face, phone interview etc.) are going to be implemented. The Methodology should be repeatable. It is envisaged that in each case study the impact narrative is developed with clear range estimates on returns to investment/quantifiable benefits (where possible), to demonstrate the impact of BBSRC investment in supported spin-outs.

We envisage the use of analysis, narrative, case studies and data visualisation, to demonstrate the impacts covering qualitative as well as quantified benefits wherever possible. Case studies should have information that will be useful for different audiences including Treasury/Government, business/investors, and the public. Some aspects that the case studies could bring out (not limited to) are:

- What evidence is there that BBSRC-funded research has led to benefits to the end users, for example to businesses etc. in terms of cost savings, improvement of processes, maximising their productivity, etc.?
- Which industries and sectors have benefitted from the research that has been enabled by BBSRC funding and how?
- What additional private sector leverage has occurred?
- What is the economic value or the quantified benefit of the impact that was enabled by the research partnerships?

Case studies should ensure a balanced view of the strategic portfolio. They are likely to be a mix of individual companies, or individual sectors, and may provide lessons for organisational learning.

This will be discussed with the project team.

Data and other information provided by BBSRC to help the study

Successful bidders will be provided with the following information:

1. Data collected through the grants system on applications (currently the Joint electronic Submission (Je-S) form).
2. A set of funded research grants data for investments in spin-outs which will include title, awarded institution name, award value, partners on grants, their contributions, principal investigator (PI) name and a brief summary of the project.
3. Portfolio-level data on project, event and publications
4. Research Outcomes Collection data submitted by the PI in researchfish against those grants that include narrative impact, key findings and any information provided on the following:
 - a. Publications
 - b. Collaborations and partnerships
 - c. Further funding
 - d. Engagement activities
 - e. Influence on policy
 - f. Research tools and methods
 - g. Research databases and models
 - h. Intellectual property and licensing
 - i. Medical products, interventions and clinical trials
 - j. Artistic and creative products
 - k. Software and technical products
 - l. Spinouts
 - m. Awards and recognition

- n. Other outputs and knowledge
- o. Use of facilities and resources
- p. Secondments, placements and internships

5. Any annual or end-of-award reports submitted to BBSRC in addition to the researchfish data.

We anticipate there may be a need for further collection of information, particularly in regards to information which will help to understand and define overall outcomes and wider impacts.

Interaction with successful bidder

We expect the successful bidder to work closely with BBSRC and the evaluation steering board to develop the approaches and methods by which the questions posed in the study could be answered. Regular updates should be provided to the BBSRC project management team through phone/email updates; these should include access to topic guides and other research material used to gather primary information. The successful bidder will be expected to present the methodology to the steering board at the project inception meeting as well as present key findings at set intervals to the steering board to ensure that the project delivers a robust evaluation. The successful bidder would be expected to act on any advice provided by the steering board that is within the scope of the evaluation.

The successful bidder will be required, at any stage (as necessary) and/or at the end of the project, to provide BBSRC with their methodology and any other associated methods / approaches to calculations and findings, as well as providing a copy of all raw and processed data.

3. Suggested Methodology

If applicable:		Insert numbers:
Total number of Participants (experimental design)		0
Total number of Interviews (survey)		60
Total number of Interviews (qualitative)		30
Total number of Focus Groups		2
Total number of Case Studies		5-10
Any other specific requirements		

It is anticipated a mixed methods approach will be used. Bidders are expected to identify and justify the most appropriate method(s) and propose approaches to evidencing attribution, and BBSRC's contribution, through investments that support science and innovation in particular industries, e.g. agri-food, industrial biotechnology, etc. and sectors. The methods are expected to also provide insights to the existing evidence and sector baselines, and a counterfactual (see next section).

We are keen to understand the economic impact of BBSRC supported spin-outs and expect the study to highlight demonstrable and quantifiable impacts. We understand that an assessment of economic

impact might attempt to make a qualified quantifiable assessment of the economic value of the outputs that have been achieved by the projects.

The bidder is expected to propose methodologies and plans of how they are going to progress and deliver this study addressing the challenges of impact assessment from investments in fundamental and low Technology Readiness Level (TRL) applied research. The Return on Investment calculations in particular should be based on robust assumptions and sound economic principles. The overall evaluation should follow government guidance on evaluations as outlined in the [Magenta Book](#) which is a complementary guidance to the H.M.Treasury [Green Book](#).

The study should clearly outline any assumptions that are used on any estimation of economic benefit. These might include measures of deadweight, spillovers and leakages, where possible. We would like to see these considerations in the proposal. Given the nature of the study there will be an expectation of relying on estimates drawn from the wider literature; proposals should highlight why these are the best and represent robust estimates in order to help the study draw quantifiable conclusions. Additionally, the bidder should consider the challenges and limitations for the evaluation and propose measures to address these where it is feasible.

The case studies should be developed through in-depth exploration and analysis of evidence and where possible should include quantifiable information. Case studies should be developed such that it can be used for a variety of audience such as policy makers, government departments i.e. Treasury and BEIS, Ministers, general public and others. Bidders are invited to outline the methodologies they will use to meet the aims of the evaluation.

Bidders are encouraged to think innovatively in terms of how they propose to address the evaluation aims, although innovation should not be to the detriment of robustness. The funding partners are keen to push boundaries in their evaluations, in order to improve the quality of their evidence base.

3.1 Data collection

BBSRC will supply a list of company names and companies house numbers (where applicable).

Bidders may wish to consider a combination of data collection and analysis methods, such as from Annual Accounts at Companies House, the Annual Business Survey or using databases such as FAME, Crunchbase and Beahurst. Proposals should set out how different data collection and analysis methods will be deployed and will be combined to produce the final findings. Further, the proposal should set out how the particular data collection and analysis methods will address the evaluation questions and in a robust manner.

It is envisaged that interviews will need to be undertaken to fill in information gaps such as:

- Employment costs
- Cost of production (supply chain costs)
- Profit
- Spin-out revenue

Bidders are expected to identify and justify their proposed approaches, paying particular attention to evidencing attribution. Where outcomes have not yet materialised, for example due to long lead times, the evaluation must consider whether there are interim outcomes that provide an indication of future impact. In all instances of data collection by the successful bidder, the burden on respondents must be minimised as far as possible.

Data collection must build on what is already collected from award holders and other data sources through existing processes, either of funding organisations or third-parties.

Bidders should consider how to survey or collect data and information from individuals that UKRI does not have funding or contractual relationships with. Hence they will need to consider how data may be obtained efficiently and effectively from these individuals or broader pool of industry to be compliant

with GDPR. Bidders should consider the most streamlined way to collect information from these individuals with an aim to maximise quality and rate of response.

If case studies are proposed, bidders should give an overview of what selection/ sampling methods (i.e. random selection, willingness to participate approach) and tools (i.e. face to face, phone interview) are going to be implemented, taking into consideration the time and costs of the different tools implemented. Proposals should also set out how case study findings will be analysed and presented.

Primary data collection must build on what is already collected through existing processes, either of funding organisations or third-parties, with any new data collection designed to fill in the gaps. This is to minimise the burden on respondents. The evaluation may utilise data-linking from existing data sets, potentially including to proprietary third-party datasets. Access to these datasets should be considered and costed into proposals.

3.3 Data analysis

Proposals should clearly set out where reliable, quantified impact estimates are expected to be achieved, and where a more qualitative or descriptive approach might be expected. It should also include an ROI for the portfolio where possible.

We anticipate this will be challenging due to an imperfect/incomplete evidence base and uncertain future impact, but the evaluator should use sensitivity and/or scenario analysis to produce a best possible estimate. In view of the estimated the return on investment, the evaluator should assess the value for money of the programme using appropriate benchmarks.

Analysis methods could include, but are not limited to econometric analysis including counterfactuals, analysis of primary or secondary data or theory-based techniques such as contribution analysis.

If an econometric analysis and survey is proposed as a method for evaluation, the bidders should indicate the type (face to face/phone/online) of survey to be implemented and should provide the required sample size in the bid, power analysis where relevant (with an aim to achieve appropriate statistical significance) and how low power issues will be mitigated if the evaluation were to encounter them. Bidders should also comment on any strategies to maximise the response rate.

Counterfactual Group

The bidders should also consider a variety of counterfactuals e.g. the additionality of our intervention by following up funded/unfunded projects, participating / non-participating industry. Also, a baseline of comparative businesses, which if using econometric analysis, could be selected using the Virtual Micro Laboratory to access the BERD and other databases. Bidders may consider using Propensity Score Matching, and a Difference-in-Difference approach and conduct some econometric analysis on the growth of companies over time.

If bidders propose the use of control groups as part of the evaluation design then proposals should outline which control group(s) and what characteristics will be used for the purposes of comparison, how data will be collected from the sample (both treatment and control groups), including how any issues around securing engagement and participation from treatment and control groups would be addressed.

Specific Challenges and limitations

During impact evaluations there can be a number of challenges and limitations some of which are noted here.

Attribution: measuring the extent to which the outcomes and impacts could be attributed to BBSRC can be difficult. However, we would hope through the survey that some of the challenges surrounding attribution to businesses can be overcome. We acknowledge that there is increased difficulty in measuring attribution due to changes in policy and practice as a result of the programme.

Difficulty tracking benefits: long timeframes, lag effects, uncertainty, and organisational changes making benefits difficult to track

Spillovers: spillover benefits to other businesses and wider society are generally difficult to measure and predict.

The broad objectives and wide area of interest of this portfolio, in comparison to other programmes, may impact on the ability of the evaluators to draw specific conclusions about the impact of the portfolio. In addition, monitoring arrangements may be limited in the type of data that can be collected.

When surveying successful and unsuccessful applicants, there may be issues with the use of self-assessment data and unsuccessful applicants may not wish to participate. The evaluation supplier should take this into consideration and develop an evaluation methodology and approach that mitigates against this limitation. Furthermore, access to privileged, confidential, commercial and personal data for evaluation purposes may be restricted through GDPR and data sharing agreements.

Bidders should consider how to survey or collect data and information from individuals that UKRI does not have funding or contractual relationships with. Hence the bidder will need to consider how data may be obtained efficiently and effectively from these individuals or broader pool of industry to be compliant with GDPR. Bidders should consider the most streamlined way to collect information from these individuals with an aim to maximise quality and rate of response.

4. Deliverables

The evaluation is expected to provide the following deliverables:

- A Return on Investment (ROI) for BBSRC funded research in supported spin-outs.
- Report covering cumulative and detailed economic analysis.
- Raw data associated with the spin-outs
- Any model or modelling tools used to estimate economic impacts in an Annex. It should be noted that the methodology should be repeatable.
- Phase 1: Conception report to agree the methodology – **31 March 2022**
- Phase 2: Interim report – **30 July 2022**
- Phase 3: Final report based on study findings, including the estimation of economic benefits arising from BBSRC's spin-outs and case studies – **30 September 2022**

Quality assurance of the study and its outputs will be done by the BBSRC appointed Steering Board for the study.

In addition to this, regular progress updates are required to the BBSRC Senior Manager for Evidence and Evaluation throughout the project. This may be in the form of fortnightly to monthly calls with a short status report. The updates would include progress updates on evaluation and a summary presentation of key findings and messages to date.

Any reports planned for publication will be reviewed by BBSRC and/or UKRI. The successful bidder will be expected to make amendments to deliverables in order to satisfactorily respond to comments before publication. Where appropriate peer review comments may be sought and published alongside deliverables. The successful bidder is also expected to present the findings at the end of the project as outlined in Phase 3.

The successful bidder is expected to produce and deliver reports that are:

- Clearly presented with the use of graphics, diagrams and visuals to highlight findings.
- Readable and easy to understand by the general public and non-experts
- Written succinctly with a focus on the findings through data collection and analysis

The successful bidder is also expected to:

- Apply intelligence to the data collected and analysis
- Ensure accuracy and clear assumptions of data used.
- Ensure recommendations are based on robust evidence
- Provide accompanying statistics and data with discussions and explanation of the impact of these data.

All data collected during evaluation must be made available, on request, to contracting organisations or third parties under contract to them, for the purposes of additional research and evaluation. Data from programme participants must be collected in such a way to enable this to happen. Proposals must clearly state how this will be achieved and any limitations to data sharing which may exist.

Terms and Conditions

Bidders are to note that any requested modifications to the Contracting Authority Terms and Conditions on the grounds of statutory and legal matters only, shall be raised as a formal clarification during the permitted clarification period.

Schedule 3Charges

- 1 The Charges for the Goods and/or Services shall be as set out in this Schedule 3.
- 2 The contract charges are as seen in the AW5.2 Price Schedule below; £XX Excluding VAT.

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 a subject of a formal amendment to this Contract.

Description	Details
Subject matter of the processing	BBSRC CID and Evaluation colleagues will be carrying out an external evaluation with a nominated supplier. As part of the evaluation, the supplier will be conducting surveys and interviews. Personal data of persons that BBSRC has supported via projects or vouchers would need to be shared in order to conduct the evaluation.
Duration of the processing	March 2022 to September 2022
Nature and purposes of the processing	The nature of the processing of the personal data would be collection and storage, and analysis of the data for the preparation of the evaluation report.
Type of Personal Data	Name, email and phone number, audio and video recording of interviews.
Categories of Data Subject	Principle Investigator
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	The data will be sent encrypted electronically and it will be destroyed once the evaluation has completed.