



**UK Research
and Innovation**

**[Supplier name]
[Supplier address]**

Attn: **[insert Supplier contact name]**

By email to: **[insert Supplier contact email address]**

Date: **[Insert date]**

Your ref: **[Insert Supplier's
reference, if any]**

Our ref: CR20103

Dear Sirs,

Award of contract for the supply of Healty Evaluation Public Dialogue.

Following your tender/ proposal for the supply of Healthy Evaluation Public Dialogue 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) **[insert Supplier's full name]**, [a company incorporated and registered in [COUNTRY] with company number [NUMBER] and registered VAT number [NUMBER] whose registered office is at [REGISTERED OFFICE ADDRESS]] **OR** [a partnership under the laws of [COUNTRY] whose address is [ADDRESS]] **OR** [a business with its trading address at [ADDRESS]] (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: Tuesday 10th Novemeber 2020
- 2 Expiry Date: Wednesday 30th June 2021

Description of Goods and/or Services

- 3 The Specification of the 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 01793867005 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: [Insert Commercial Business
Partner name]

Email: commercial@ukri.org

Supplier

[*insert* *name*
and address of Supplier]

Attention: [*insert title*]

Email: [*insert email address*]

Liaison

- 9 For general liaison your contact will continue to be [insert Contract Manager name and contact details] or, in their absence, [insert secondary name and contact details].

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 [insert UKSBS Procurement Officer name] 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 **[insert full name of Supplier]**

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"	<p>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:</p> <ul style="list-style-type: none">(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"	<p>means:</p> <ul style="list-style-type: none">(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 or 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, 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.

Schedule 2

Specification

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

1. Introduction

Overview of investigation

This investigation aims to use public dialogue to inform NERC's healthy environment research programme in making decisions about priorities for future research. This is a diverse programme which intersects with a range of disciplines, including partnerships with other research councils. NERC/UKRI is therefore inviting proposals for public dialogue which help us to present the breadth of that work to a public audience in a clear, accessible and engaging way.

Due to the public health measures relating to COVID-19, we are looking for a supplier that will help us to explore innovative approaches to deliver this dialogue entirely online. Given the absence of physical workshops, we are looking to invite creative and/or digital organisations as partners - including those who are likely to have little to no experience of public dialogue - to help think about new ways we can bring the research to life for participants. We are therefore inviting bids from partnerships between organisations that bring together dialogue, creative and/or digital expertise. The project design and delivery must also take account issues of equality, diversity and inclusion, including to ensure that non-specialists are able and confident to share and explore their ideas.

This dialogue comes at an important moment for the UK and internationally with regards to environmental issues and research. NERC/UKRI will use the outcomes and final report for this project as part of a wider range of communications efforts in the run up to COP26. The dialogue provides an opportunity to raise the profile of healthy environment research in this context, and to demonstrate UKRI and NERC's commitment to involving the public in research.

About NERC

The [Natural Environment Research Council](#) (NERC) is part of UK Research and Innovation (UKRI). We are funded by government to commission excellent, independent environmental research. NERC is the UK's main agency for funding and managing research, training and knowledge exchange in the environmental sciences. Our work covers the full range of atmospheric, Earth, biological, terrestrial and aquatic science, from the deep oceans to the upper atmosphere and from the poles to the equator. We coordinate some of the world's most exciting research projects, tackling major issues such as climate change, environmental influences on human health, the genetic make-up of life on Earth, and much more. NERC is part of [UK Research & Innovation](#), a non-departmental public body funded by a grant-in-aid from the UK government.

NERC's [current strategy for public engagement with research and innovation](#), is guided by five objectives, of which the fifth is most relevant to this specification:

1. To build the capacity of our researchers to engage.
2. To promote engaged research.
3. To convene public debate about contemporary issues in environmental science.
4. To inspire public audiences with environmental science.
5. To listen to the public through public dialogue to inform NERC.

About UKRI

[UK Research and Innovation](#) (UKRI) works in partnership with universities, research organisations, businesses, charities, and government to create the best possible environment for research and innovation to flourish. We aim to maximise the contribution of each of our component parts, working individually and collectively. UKRI brings together the seven research councils (AHRC, BBSRC, ESRC, EPSRC, MRC, NERC and STFC), Innovate UK and a new organisation, Research England. We work with our many partners to benefit everyone through knowledge, talent and ideas. Our [Public Engagement Vision](#) outlines our commitment to ensure that policymakers, funders, researchers and innovators are able to engage a diverse range of societal perspectives, concerns and aspirations in the development of plans and priorities

Healthy environment

The theme of healthy environment, included in the [NERC Delivery Plan](#), aims to promote research and innovation to reduce and reverse environmental degradation and to increase understanding of the benefits of a healthy environment to health and wellbeing. The effects of the changing climate upon natural and personal health also relate closely to the [BEIS's Clean Growth Grand Challenge](#) (part of the Industrial Strategy), the [Government's target of net zero carbon by 2050](#), and [Defra's 25 Year Environment Plan](#). These ambitions will form a crucial context for NERC's research agenda and UKRI's programmes over the next decade.

There are number of healthy environment programmes funded by NERC/UKRI, including (but not limited to) the following:

- Co-leading the £40 million [Clean Air programme](#) ([Clean Air programme website](#)).
- Investment of £6 million in the [Emerging Risks of Chemicals in the Environment programme](#).
- Investment of £3.8 million to tackle [antimicrobial resistance in the environment from manufacturing waste in India](#).
- Up to £4 million to identify the [impact of legacy waste in the UK's coastal zone](#), and up to £4 million to understand the [effects of marine noise pollution](#).
- Investment of £4.5 million in the [Exploring and Understanding Colombian Bio Resources programme](#) to develop our understanding of socio-ecological systems, including the underpinning value of biodiversity.
- Involvement in a £3.6 million [India-UK partnership to understand sources and fate of different pollutants and to develop management strategies](#).

Relationship with other requirements

This dialogue forms part of a wider programme of research and engagement which began in February 2020. It is split up into two distinct phases (this invitation to tender is for Phase 2 only):

- **Phase 1** (February 2020 – August 2020) this involved a range of activities designed to inform the scope and framing of this study. The report from this scoping phase will be made available *in confidence* for potential applicants. It must not be shared externally.
- **Phase 2** (October 2020 – June 2021) the dialogue which relates to this tender will build upon Phase 1 and involve a creative and engaging public dialogue with a diverse group of participants from across the UK.

Public interpretations of a healthy environment

What constitutes a 'healthy environment' is interpreted and understood by the public in a variety of ways.

Sometimes the associations people have are contradictory, which is problematic for policymakers and funders. For instance, it is sometimes thought by the public that what is healthy for people is healthy for wildlife or nature (though this is not always the case).

People's associations of a healthy environment are culturally and historically imbued. The idea of a healthy environment can invoke a 'traditional' picture of rolling hills or farmed countryside, ancient woodland or

forests. Furthermore, landscapes considered to be 'aesthetically beautiful' may not be particularly good for wildlife or biodiversity.

With climate change high on the political agenda, the public, funders and researchers must embrace important trade-offs associated with a healthy environment, particularly if we are to meet our legally binding climate commitments. From planning green infrastructure to improving soil health, decisions taken today are likely to have lasting impacts on our landscapes. In the context of achieving net zero by 2050, the need for rapid action creates difficult choices around funding priorities and which outcomes they will deliver.

Therefore, a deeper understanding of public views and values around healthy environment and what this means in the context of research and innovation is crucial. The overarching aim of this dialogue is to use these insights to help inform decisions about the future direction of healthy environment research.

Following the recommendations from Phase 1, NERC/UKRI is particularly interested in exploring the interdisciplinary nature of healthy environment, for instance the relationship between environment and economy, society, and culture. We therefore aim to use this dialogue to engage a wide range of programme managers and UKRI-funded researchers, to advise, oversee or participate in the project, to gain a more holistic view of the healthy environment theme and how it relates to other areas of funding across the organisation. This includes those working on health and environment (AHRC, MRC); environment and the economy (ESRC); Protection, Detection and Treatment (STFC); clean air (EPSRC, Innovate UK); or agriculture, healthy food and food security (BBSRC).

We recognise a key challenge for this project will be in representing the breadth of research related to healthy environment during the dialogues. We would like to hear suggestions as to how best to present information in a way which is engaging, accessible and enjoyable for participants.

The need for inclusive dialogue

COVID-19 has further highlighted the need for more inclusive conversations about health and environment.

For many people, lockdown has demonstrated the important role the natural environment plays in improving mental and physical health. Yet it has also shone new light on the inequalities of who uses, and has access to, these spaces. The [Natural England Monitor of Engagement](#) has shown that people from BAME backgrounds, those from lower socio economic groups, and older people are less frequent visitors of the natural environment than the rest of the adult population in England.

Considering these challenges, NERC/UKRI wishes to understand how different perspectives value the environment in various ways, including the barriers or challenges faced by groups which benefit less from the natural environment. We would like to use this dialogue to create a space that allows us to hear specifically from underrepresented audiences, alongside a representative sample of the wider population.

2. Aims

The aims for this project are set out below:

1. Future NERC/UKRI healthy environment research programmes and projects are informed by a range of inputs including public values and views, based on clear and actionable recommendations arising from this study.
2. A detailed understanding of public priorities relating to healthy environment research as well as research which intersects with NERC's healthy environment research programme, and a rich and nuanced understanding of the reasons why they hold those priorities.
3. To demonstrate an approach to engaging under-represented groups in discussions about the environment, considering issues of equality, diversity, inclusion and access, to support UKRI's planning for future investments in these areas.

3. Objectives

The objectives of this project are:

1. To gather rich and nuanced insight into public understanding of a healthy environment.
2. To understand public views and priorities around NERC's healthy environment research programme, and the underlying values and principles.
3. To understand key tensions or trade-offs associated with public interpretations of a healthy environment, exploring the relationship between environment, economy, society and culture.
4. To understand how answers to 1-3 vary across a diverse range of public participants, including people from different geographical locations across the UK and those less likely to be engaged with the natural environment.

We would like to have an extended inception meeting so both parties have a shared understanding of the scope of the study, how the insight will be used by NERC/UKRI, along with project management, outputs, and the contract.

4. Background to the Requirement

History relevant to the procurement

In February 2020, NERC/UKRI commissioned Ipsos MORI to conduct research on public attitudes towards healthy environment research and identify opportunities for future public engagement to inform NERC's healthy environment research programme, and other linked programmes across UKRI (Phase 1).

We would like Phase 2 to learn from and build on Phase 1 insights. Applicants may refer to 'Appendix A - Phase 1 Scoping Research' to read this report if they wish to use it to inform their bid. The research had several important findings for NERC and UKRI, three of which are relevant here:

The report identified a range of opportunities to involve the public in research council work, from upstream decisions about research priorities through to what research outcomes should be sought. A specific opportunity was identified to involve the public in short-term strategy where healthy environment priorities are updated annually.

The report further suggested that the public do not think about healthy environment research in silos, and therefore dialogue could be used to explore healthy environment and its relation to other areas holistically. In light of this we would like to use Phase 2 to focus on the interdisciplinary nature of healthy environment, exploring how public conceptions of a healthy environment highlight tensions, interrelationships or trade-offs with other research areas across UKRI. This aligns with the objective in the [NERC delivery plan](#) to explore "feedback mechanisms between environmental systems and a healthy economy, society and culture."

Finally, the report highlighted multiple opportunities to engage the public despite ongoing social distancing measures, e.g. via online deliberation. Digital tools could also be used to make dialogue more inclusive by increasing the scale of participation or improving accessibility. The report also highlighted the potential to use creative approaches to bring scientific research to life. We discuss this further in the section below.

Audience

The primary audience for this research will be: NERC Programme Managers who are responsible for setting priorities, including on healthy environment research; and public engagement teams (both within NERC and UKRI) who will share the lessons with colleagues and stakeholders. The secondary audience will be those working in other councils whose work intersects with NERC healthy environment theme. The chosen supplier will be introduced to these staff members but will also be expected to proactively build relevant contacts and (if necessary) send invitations to events.

5. Scope

The nature of such an enquiry lends itself to the use of public dialogue, which has tended to be undertaken face-to-face in physical workshops, where participants would learn about healthy environment research, in the presence of experts and facilitators, and would discuss relevant choices and trade-offs about the direction of the healthy environment research programme. This kind of approach would yield a rich and nuanced understanding of public views, and priorities for the healthy research programme.

In light of continued social distancing measures, NERC/UKRI would like this study to deploy a range of inclusive and innovative techniques that enable the public to engage in and debate a complex topic like healthy environment. In the absence physical events, we are particularly interested in techniques with innovative approaches to engaging participants or bringing issues to life in new ways. Below we outline some of the methods we are considering.

1) Using video-conferencing to take deliberation online.

The use of video conferencing tools, with break-out rooms, has tended to be the go-to approach for deliberative public engagement during the pandemic. We see this as an important part of this dialogue, although we would like bidders to consider how best to blend the use of face-to-face video conferencing approaches alongside the use of innovative techniques as outlined below.

2) Using novel tools that enable engagement in a virtual setting.

A key recommendation from Phase 1 was that Covid-19 presents us with an opportunity to conduct online engagement in novel and innovative ways. Online communities are one way for people in different locations to engage with each other over longer periods of time, while approaches like Wikisurveys or Q Method enable larger numbers of people to prioritise issues and explore consensus (usually based around a series of statements or Q Method 'concourse') than traditional workshops. These are only suggestions and we welcome bidders to consider any other online engagement tools that help us achieve the project objectives.

3) Engagement strategies that address the power asymmetries which can exist between experts/facilitators and the public.

We would like bidders to think about ways in which dialogues can give participants more influence over how the process is run. This could include giving participants greater choice over the evidence they draw on as part of the dialogues or the specialists they hear from; or using citizen science approaches which give people tools to conduct their own research that feeds into the dialogue. We are also interested in approaches which allow participants and specialists to interact on an equal footing. For instance, online forums could allow Q&As with researchers that give more people a chance to express their opinion or have questions answered.

4) Using creative approaches (such as scenarios, gamification, or technology) to bring the issues to life.

We invite bidders to suggest creative approaches to excite, engage and build capacity that brings to life the choices and issues associated with the future direction of healthy research programme. We are open to your ideas for how this could be achieved (with the condition that they can be delivered online). We envisage some of the following: future scenarios, games, videos, role-play, interactive data visualisations, or AR and VR.

We invite bidders to propose their own designs, describing how they will meet the criteria above. Bidders should also outline how their proposed approach will produce robust outcomes and how these achieve the project objectives.

Considering the criteria above, we are particularly interested in bids from partnerships between dialogue experts, digital and/or creative organisations with little or no experience of dialogues (e.g. designers, artists or game developers). Please note however, a single contract will be let for this project. Lead applicants should provide details of any sub-contractors, or support staff, with detail of oversight procedures provided.

Other considerations

Initial interviews and intelligence gathering

Contractors will need to carry out initial intelligence gathering with internal and external stakeholders as part of the project. This will include a set of familiarization interviews with UKRI Programme Managers, and a familiarization meeting with the NERC healthy environment team.

Development of stimulus materials

The delivery contractor will be required to develop accessible and engaging stimulus materials and workshop methods to ensure participants have adequate information and time to deliberate on the relevant issues around healthy environment research. We would also like these materials to draw participants attention to the interdisciplinary nature of healthy environment, exploring the relationship between a healthy environment, economy, society and culture.

Here a key challenge for the design of a dialogue on healthy environment will be how to condense a broad and interdisciplinary portfolio of research into something which participants can understand and engage with.

Previous [Sciencewise work with the Babraham Institute](#) has made use of a case study approach, where dialogue suppliers, scientists, and an independent advisory group condensed the institute's work into four themes, and eight case studies demonstrating sufficient breadth across those themes.

Suppliers may wish to build on this approach with the use of more creative methods (as outlined above), though this case study approach is only a suggestion and we are open to alternatives that help us meet the project objectives.

The chosen bidder will be expected to draw on scientific and NGO analysis when developing stimulus materials, to ensure they are balanced and draw on different perspectives. Any stimulus materials must be signed off by NERC and UKRI prior to use.

Advisory group

NERC/UKRI will appoint an advisory group to challenge and provide recommendations on the engagement approach, including guidance of the recruitment for involving under-represented audiences in the dialogues.

Evaluation

The chosen contractor for this dialogue will be expected to capture information from participants about their experiences of the process via a participant survey.

UKRI may appoint a separate contractor to provide summative evaluation of the programme. This piece of work is likely to take a longer-term view of the impact of this dialogue, alongside several other UKRI-funded digital public engagement programmes in 2020/2021. The chosen contractor for this dialogue will be expected to assist the evaluator in performing this role e.g. in sharing relevant information, providing time for interviews or providing introductions to other interviewees.

Project management

A project core team / executive team will be established to manage the project, led by members of the dialogue delivery contractor and including members such as NERC healthy environment research team and NERC/UKRI Public Engagement Programme Managers.

Dialogue design

We acknowledge engagement may need to be broken up into shorter sessions than a traditional deliberative dialogue to cater for the online requirement. Bidders should be clear about how and why they are doing this, including the number of hours participants will be engaged for.

Given activities are taking place online, proposals must outline how they intend to enable all to participate (for instance, those with low digital skills or with poor internet connection).

The successful bidder will be expected to arrange all aspects of the stakeholder interviews, workshop(s) and briefings e.g. recruitment of participants, online platform provision, facilitation, and preparing stimulus materials.

Public participants

NERC/UKRI is also particularly interested exploring how perceptions of a healthy environment vary depending people's local environment. We therefore welcome proposals with sampling criteria which allows comparison between different locations, for example, an inner-city area with little access to green space, a rural area and a coastal area.

NERC and UKRI envisage a minimum participation level of 75 members of the public, which could be split into groups to make facilitated online dialogue more manageable.

Proposals should also outline how they will involve participants who are likely to be less engaged in the natural environment, specifically BAME audiences, people from lower socio-economic groups or older people. Our aim is here is to hear directly from groups who are less engaged in the natural environment to better understand their values and priorities for healthy environment research, and how these compare to a more representative sample of the wider population.

We invite bidders to suggest their approach for sampling, recruitment and facilitation of group discussions in their bid. A final decision on recruitment criteria will be made by NERC and UKRI in consultation with the dialogue contractor and the advisory group.

Dialogue workshops and specialist input

We anticipate that this engagement will take place using a blend of video-conferencing and asynchronous online participation (i.e. online forums or other similar tools).

Dialogues must include specialist input, with a minimum 12 in total. Specialists should be drawn from NGOs, industry and academia.

NERC/UKRI will identify relevant specialists, but contractors will be expected to manage communications with specialists for these events, including specifying the nature of the input required. All agreed specialists should be contacted as early as possible in the project and at least a minimum of one month in advance of any event and they should be effectively briefed.

Communication of results

Contractors must provide clear, engaging and accessible communications of dialogue outcomes, and provide results, learnings and benefits from the activity in a format that can be used and communicated to NERC and UKRI staff, researchers, relevant stakeholders, and members of the public. This may include a report that makes use of infographics, data visualisations or images. This should also be accompanied by a short, stand-alone summary of the findings.

Towards the end of the project, we would also like the dialogue contractor to organise a succinct policy briefing, or a stakeholder workshop, as a means to share the findings of the public dialogue with NERC/UKRI staff and to discuss how best to use the outcomes from the dialogues.

6. Requirements

Key requirements

We require the following formal outputs from the dialogue delivery contractor:

- A record of desk research and stakeholder engagement conducted, including how the outputs from Phase 1 have informed the workshop design and/or materials.
- Workshop stimulus presented in a creative, engaging and accessible format.
- Short written summaries of dialogue activities delivered weekly.
- Interim findings report (c. 5 slides or 2 pages of A4)
- Final report, (*please budget for two sets of comments, two draft reports, and final). The final report should be engaging and attractive, including an infographic or other means of easily visualising/understanding the dialogue's key findings. Contractors are welcome to suggest innovative or creative means of accomplishing this goal in their bid.
- A stand-alone summary for lay audiences with infographics. This does not have to be presented as a PDF. Again, we welcome innovative or creative formats for this.
- Planning and delivery of a policy briefing, or stakeholder workshop to disseminate and share recommendations to NERC/UKRI
- Contribution to post project review meeting

Equality, diversity and inclusion (EDI)

As well as the key requirements set out in the UKRI contract, applicants should consider how they will address specific needs related to EDI. Applicants should consider the accessibility needs of people they work with to ensure that everyone who wants to is able to engage with NERC engagement activity e.g. wheelchair accessibility of venues, subtitles, British Sign Language (BSL) translation where appropriate etc.' As part of this applicants must:

- Ensure that all imagery in public engagement is diverse and inclusive, so that the public and other external stakeholders see NERC as an inclusive, welcoming community.
- Ensure effective engagement with a broad range of communities, so NERC funded public engagement activity is more inclusive.

Sustainability

Applications should also consider the sustainability of the project, in-line with [NERC's current approach](#): sustainability for NERC is all about creating and nurturing an environment and culture in which social, economic and environmental responsibility is embedded, balancing the needs of the NERC community and our stakeholders, including immediate needs and those of future generations.

Budget

The maximum budget for this project is £120,000 (exclusive of VAT). £100,000 must be delivered and invoiced by Monday 29 March 2021, and the remaining £20,000 no later than 30 June 2021. Within these constraints, payments will be released according to agreed milestones. Bidders should lay these milestones clearly in their proposal, and they will be finalized and agreed at the project inception meeting.

These shall be agreed with winning bidder and clearly documented in any contract entered as a result of this invitation to tender.

7. Timetable

We would expect to have the contract in place by 10th November. The following provides an indicative timetable (note: activities may change depending on the supplier's approach).

Date	Activity
10 November	Contract award and inception meeting
16 November	Advisory group meeting
10 November – 29 December	Desk-based research, familiarisation interviews with stakeholders or experts to draft materials
11 January	Draft workshop design and materials finalised and shared with NERC/UKRI for comment
18 January	Final amendments to materials and design.
25 January	Materials sent to NERC/UKRI for final approval.
1 February – 2 April	Engagement, with weekly written summaries
15 March	Advisory group meeting
5 April – 3 May	Workshop analysis and reporting
10 May	1 st draft report submitted to NERC/UKRI
17 May	Comments
24 May	2 nd draft report submitted
TBC May / June	Policy briefing / stakeholder workshop with NERC staff
TBC May / June	Final comments on report (from Advisory group)
TBC June	Final report
TBC June	Final summary report for lay person audience
30 June	Project close

8. Additional Guidance Notes

Service Conditions and Environmental Factors

If the environment in which the required supplies or services will operate or be located is likely to impact on outcome, design or performance, the specification must explain those factors. If there are constraints imposed by users, the specification must also explain the nature of these limitations e.g. site access time / dates to site for deliveries.

Environmental factors may include:

- Operating and storage conditions
- Availability of energy and other services
- Intended use of products and ergonomic requirements
- Personal safety considerations
- Servicing or maintenance requirements or limitations
- Organisational policy (current / future required accreditation)
- Environmental certification requirements (Incl. 3rd party)
- Sustainability requirements e.g. compliance with regulations (WEEE directives)

9. 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 3

Charges

- 1 The Charges for the Goods and/or Services shall be as set out in this Schedule 3.
- 2 The Charges for the Goods and/or Services are set out in the Appendix to this Schedule 3.
- 3 Where the Services are to be provided on a time and materials basis, the Charges for those Services will be calculated as follows:
 - (a) the charges payable for the Services will be calculated in accordance with the Supplier's day rates as follows:

[Day rates to be inserted]
 - (b) the Supplier's day rates for each individual person are calculated on the basis of an eight-hour day worked between such hours and on such days as are agreed by UKRI and the Supplier;
 - (c) the Supplier will not be entitled to charge pro-rata for part days without the prior written consent of UKRI;
 - (d) the Supplier will ensure that every individual whom it engages to perform the Services completes time sheets recording time spent on the Services and the Supplier will use such time sheets to calculate the charges covered by each invoice and will provide copies of such time sheets to UKRI upon request; and
 - (e) the Supplier will invoice UKRI monthly in arrears for its charges for time, as well as any previously agreed expenses and materials for the month concerned calculated as provided in this paragraph 3 and paragraph 4.
 - (f) The contract shall not exceed £120,000.00 excluding VAT

Expenses

- 4 UKRI will reimburse the Supplier at cost for all reasonable travel, subsistence and other expenses incurred by individuals engaged by the Supplier in providing the Services to UKRI provided that UKRI's prior written approval is obtained before incurring any such expenses, that all invoices for such expenses are accompanied by valid receipts and provided that the Supplier complies at all times with UKRI's expenses policy from time to time in force.