

Date:

28 November

2018

(1) The English Sports Council

(2) Substance 2005 Ltd

Contract for Services – SE813



This Contract is made this 28th day of November 2018

BETWEEN:

- (1) **THE ENGLISH SPORTS COUNCIL** of First Floor, 21 Bloomsbury Street, London WC1B 3HF with registered company number RC000766 ("**Sport England**"); and
- (2) **SUBSTANCE 2005 LTD** of Ground Floor, Canada House, Chepstow Street, Manchester M1 5FW with registered company number 09170484 (the "**Supplier**").

WHEREAS:

- (A) The Supplier is a research and technology company that helps organisations think smarter and make more of a difference;
- (B) Sport England has a requirement for an evaluation of projects to be funded by the Families Fund and to use a data capture system for these projects;
- (C) In reliance upon the Supplier's skill knowledge and experience, Sport England wishes to engage the Supplier to provide evaluation and analysis services of the projects being funded by the Families Fund, as set out in Schedules 2, 3 and 4 (the "**Services**"). The Supplier has agreed to provide the Services upon the terms and conditions of the Contract.

IT IS AGREED as follows:

1 Formation of Contract

1.1 This Contract comprises:

- 1.1.1 this form of agreement, set out in pages 1 to 3 inclusive (the "**Special Conditions**");
- 1.1.2 the Terms and Conditions, set out in Schedule 1 (the "**Terms and Conditions**");
- 1.1.3 Sport England's Invitation to Tender, set out in Schedule 2;
- 1.1.4 the Supplier's Tender Response, set out in Schedule 3;
- 1.1.5 the Schedule of Services, set out in Schedule 4;
- 1.1.6 the Fee Arrangements, set out in Schedule 5; and
- 1.1.7 the Data Processing Agreement, set out in Schedule 6.

1.2 If there is conflict between any of the Schedules and the Special Conditions:

- 1.2.1 Schedule 6 (*Data Processing Agreement*) will take precedence over the Special Conditions;
- 1.2.2 The Special Conditions will take precedence over all remaining Schedules (excluding Schedule 6 (*Data Processing Agreement*)).

- 1.3 Where there is a conflict between Schedule 3 (*Supplier's Tender Response*) and Schedule 1 (*Terms and Conditions*), Schedule 1 will take precedence over Schedule 3.

2 Definitions and Interpretation

- 2.1 The Supplier agrees to provide the Services and supply the Deliverables, as described in Schedule 4 (*Schedule of Services*), in accordance with Schedule 3 (*Supplier's Tender Response*) and the terms of this Contract.
- 2.2 Words and expressions used in this Contract shall, save as otherwise defined or as the context may require, have the same meanings as appear in Schedule 1 (*Terms and Conditions*).
- 2.3 The Contract shall be interpreted in the manner set out in Conditions 1.2 to 1.3 of Schedule 1 (*Terms and Conditions*).

3 Services and Deliverables

- 3.1 Unless otherwise agreed, the Services shall be performed at Sport England's offices, at the address identified above (the "**Site**").

4 Contract Period

- 4.1 The Contract shall commence on the 27 September 2018, and, subject to early termination in accordance with this Contract, remains in force up to and including 26 September 2022 (the "**Term**"). To the extent that any of the Services have already been performed by the Supplier before the Term, any Services performed shall be subject to the provisions of this Contract.

5 Contract Price and Payment

- 5.1 In consideration of the provision of the Services by the Supplier, Sport England shall pay the charges as set out in Schedule 5 (*Fee Arrangements*) in accordance with the Conditions and the terms of Schedule 5.

6 Reviews

- 6.1 Sport England and the Supplier shall hold review meetings on a quarterly basis throughout the Term (or as otherwise agreed in writing between the parties), the first such review to be held on 27 September 2018.
- 6.2 Sport England shall notify the Supplier in advance of each review meeting of any reports or other documents which the Supplier is required to provide prior to the review meeting.

7 Contract Management

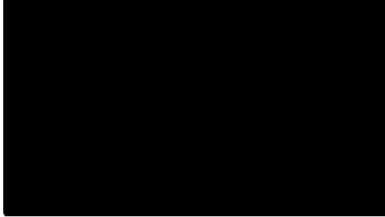
- 7.1 Sport England and the Supplier shall each appoint a Contract Manager. The Contract Manager for each party shall be responsible for the overall relationship and performance of the respective contractual obligations of their represented party to this Contract.
- 7.2 Sport England may change its Contract Manager at any time on providing notice to the Supplier of such change. The Supplier shall not change its Contract Manager without the prior written approval of Sport England. Such approval shall not be unreasonably withheld or delayed.
- 7.3 The Contract Manager for Sport England shall be [REDACTED] or such individual as is notified to the Supplier in accordance with this Clause 7. The Contract Manager for the

Supplier shall be [REDACTED] or such other individual as is notified to Sport England in accordance with Clause 7.

Execution

The parties hereto have caused this Contract to be executed as of the date first written above.

Signed for and on behalf of
The English Sports Council



Signed for and on behalf of
Substance 2005 Ltd



Signature

Schedule 1
(Sport England Terms and Conditions)

1. Definitions and Interpretation

1.1 In this Contract the following terms shall have the following meanings:

"Adults at Risk" means any persons who fall within the definition of an 'adult at risk' as set out in the Care Act 2014, as amended from time to time;

"Anti-Bribery Requirements" has the meaning given to it in Clause 24.1.1;

"Authorised Service Recipient" means any employee, contractor, agent or representative of Sport England as notified to the Supplier, which may include any club or sporting organisation that is a national governing body; member of another Sport England strategic initiative or network; or recipient of Sport England funding;

"Change Authorisation Note" has the meaning given to it in Clause 25.6;

"Change of Control" means a change in the identity of the person who has Control;

"Change Request" has the meaning given to it in Clause 25.1;

"Children" means any persons who have not attained 18 years of age;

"Claim" means any liabilities, regulatory fines, losses, suits, claims, damages, costs and expenses, including any legal fees;

"Confidential Information" means:

- (a) information, including all Personal Data, which (however it is conveyed) is provided by one party (the **"disclosing party"**) to the other (the **"receiving party"**) pursuant to or in anticipation of this Contract that relates to the operations, business affairs, developments, intellectual property rights, trade secrets, know-how and/or personnel of the disclosing party including:
 - (i) where the disclosing party is the Supplier, any other entity which it directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control with; or
 - (ii) where Sport England is the disclosing party, any government department, non-departmental public body or assembly sponsored public body, non-ministerial department or executive agency with which Sport England or the Supplier interacts in connection with this Contract;
- (b) other information provided by the disclosing party pursuant to or in anticipation of this Contract that is clearly designated as being confidential or equivalent or that ought reasonably be considered to be confidential (whether or not it is so marked) which comes (or has come) to the receiving party's attention or into the receiving party's possession in connection with this Contract;
- (c) discussions, negotiations, and correspondence between a party or any of its directors, officers, employees, consultants or professional advisers and the other party or any of its directors, officers, employees, consultants and professional advisers in connection with this Contract and all matters arising therefrom; and

(d) information derived from any of the above;

"Contract" means the Order and the Supplier's acceptance of the Order;

"Contract Price" means the price payable by Sport England to the Supplier as specified in the Order;

"Control" means the right to control, directly or indirectly, the activities of a person (including a corporate or unincorporated body), whether through ownership or the ability to control the voting powers of shares, the ability to control the board or management of such persons or otherwise;

"Custom Materials" means the tailor-made Deliverables (including training documentation and reference manuals, training materials, software in both source and object code, together with accompanying programming notes) and all other materials and outputs in written or electronic form, discoveries, designs, processes and other work made or created by the Supplier and/or any member of the Supplier's Staff including, to the extent vested in the Supplier, any data, user-generated content or correspondence generated during the course of or in connection with the provision of the Services;

"Data Breach" means any unauthorised and unlawful processing of, accidental loss of, alteration of, unauthorized disclosure or access to, destruction of or damage to Personal Data;

"Data Processor" shall have the meaning given in Data Protection Legislation;

"Data Protection Legislation" means the EC Directive on the protection of individuals with regard to the processing of personal data and on the free movement of such data (95/46/EC) and all local laws or regulations giving effect to this Directive including the UK Data Protection Act 2018; the Privacy and Electronic Communications (EC Directive) Regulations 2003; and GDPR; each from the date on which they are effective, and as amended from time to time;

"Data Controller" shall have the meaning given in Data Protection Legislation;

"Deliverables" means the documents, products and materials developed or provided by the Supplier or its agents, sub-contractors and employees in relation to the Services;

"Environmental Information Regulations" means the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such regulations;

"Equality Act" means the Equality Act 2010, as amended from time to time;

"FOIA" means the Freedom of Information Act 2000, as amended from time to time;

"GDPR" means the European General Data Protection Regulation (2016/679) of 27 April 2016, as amended from time to time;

"Insolvency Event" means where a person ceases, or threatens to cease, to carry on business; is found unable to pay its debts within the meaning of the Insolvency Act 1986 section 123; has an administrator, receiver, administrative receiver or manager appointed over the whole or any part of its assets; enters any composition with creditors generally, or has an order made or resolution passed for it to be wound up (otherwise than in

furtherance of any scheme for solvent amalgamation or solvent reconstruction); or undergoes any similar or equivalent process in any jurisdiction;

"Intellectual Property Rights" or **"IPR"** means copyright, patents, trade marks, service marks, design rights, topography rights, database rights, moral rights, rights of confidence, broadcast rights and trades or business names, whether registrable or otherwise, (including applications for and the right to apply for registration of any such rights), and any similar rights in any country whether currently existing or created in the future, in each case for their full term, together with any renewals or extensions;

"Non-Custom Materials" means the pre-existing, independently developed materials or third party goods and services; software, materials or other data which is owned by the Supplier, its subcontractors or third party licensees, including any Third Party Software (including pre-existing, independently developed, or third party prepared courses, training documentation and reference manuals, training materials and other materials in written or electronic form) provided to Sport England by the Supplier during the course of, or in connection with, the provision of the Services;

"Order" or **"Purchase Order"** means Sport England's written instruction to buy the Services incorporating these Terms and Conditions and any other written specification detailing the Supplier, the Services, the Contract Price, and, where appropriate, any Special Conditions;

"Personal Data" shall have the meaning given in Data Protection Legislation;

"Process" shall have the meaning given in Data Protection Legislation, and **"Processed"** and **"Processing"** shall be construed accordingly;

"Requests for Information" a request for information or an apparent request under the Code of Practice on Access to Government Information, FOIA or the Environmental Information Regulations;

"Safety Requirements" means health, safety, fire and environmental requirements (whether legislative or otherwise), codes of practice, guidance and policy;

"Services" means the services to be provided by the Supplier under the Contract as set out in the following Schedules:

- (a) Schedule 2 (Sport England's Invitation to Tender);
- (b) Schedule 3 (Supplier's Tender Response); and
- (c) Schedule 4 (Schedule of Services);

"Special Conditions" means any amendments or additional conditions specified in the Order;

"Sport England" means the English Sports Council of 1st Floor, 21 Bloomsbury Street, London, WC1B 3HF;

"Sport England Background IPR" means IPR which is in existence prior to the effective date of this Contract and either owned by or licensed to Sport England, as updated and enhanced from time to time during the term of this Contract;

"Sport England Data" means any data inputted by Sport England, an Authorised Service Recipient, or the Supplier on Sport England's behalf for the purpose of using the Services or facilitating Sport England's use of the Services;

"Supplier" means the person, firm or company identified as such in the Order;

"Supplier's Staff" has the meaning given to it in Clause 5.1; and

"VAT" means value added tax chargeable under English law for the time being and any similar additional tax.

1.2 In this Contract, unless the context otherwise requires or the contrary intention appears:

1.2.1 headings in this Contract shall not affect their interpretation;

1.2.2 a person includes a natural person, corporate or unincorporated body (whether or not holding separate legal personality);

1.2.3 a reference to 'writing' or 'written' excludes faxes and e-mail (unless expressly stated otherwise);

1.2.4 any obligation in the Contract on a person not to do something includes, without limitation, an obligation not to agree, allow, permit or acquiesce in that thing being done;

1.2.5 references to Clauses and Schedules are to the clauses of these Terms and Conditions and to schedules of the Contract;

1.2.6 the singular includes the plural and vice versa, and reference to any gender includes the other genders;

1.2.7 references to this Contract or any other agreement or document are to this Contract or such other agreement or document as it may be validly varied, amended, supplemented, restated, renewed, novated or replaced from time to time;

1.2.8 references to a party to this Contract include a reference to its successors and permitted assigns under this Contract; and

1.2.9 **"including"** means "including without limitation".

1.3 If there is any conflict between the Clauses, the Special Conditions, and the Schedules and/or any annexes to the Schedules, the conflict shall be resolved in accordance with the following order of precedence:

1.3.1 Schedule 6 (*Data Processing Agreement*), if used;

1.3.2 the Special Conditions;

1.3.3 the Clauses of these Terms and Conditions;

1.3.4 the Schedules (excluding Schedule 3 (*Supplier's Tender Response*), Schedule 4 (*Schedule of Services*) and Schedule 6 (*Data Processing Agreement*));

1.3.5 Schedule 4 (*Schedule of Services*); and

1.3.6 Schedule 3 (*Supplier's Tender Response*).

2. Application of these Terms and Conditions

- 2.1 Subject to any variation under Clause 25, the terms of the Order shall prevail at all times over all other terms and conditions which the Supplier may purport to apply. To the extent any obligations hereunder have already been performed by either party, then such obligations shall for all purposes be subject to the provisions of the terms of the Order.
- 2.2 Each Order shall be deemed to be an offer by Sport England to buy the Services subject to these Terms and Conditions. Each Order shall be accepted once the Supplier either expressly, by giving notice of acceptance, or impliedly, by fulfilling the Order in whole or in part, accepts the offer. The Supplier undertakes to deliver the Services in accordance with the Contract. The Supplier shall notify Sport England immediately if it becomes aware of any likely delay in providing the Services.

3. Services

- 3.1 The Supplier shall provide the Services and deliver the Deliverables to Sport England or to any Authorised Service Recipient in accordance with the Order.
- 3.2 The Supplier shall meet any performance dates specified for the Services.
- 3.3 The Supplier warrants and represents that:
- 3.3.1 it has the experience, qualifications, staff and capability to, and will, perform the Services with reasonable care and skill, to Sport England's satisfaction, in accordance with best commercial practices and professional standards and these Terms and Conditions;
 - 3.3.2 it has the power to enter into, and perform its obligations under, the Contract, and its obligations under the Contract constitute its legal, valid and binding obligations enforceable in accordance with the Contract's terms;
 - 3.3.3 it has, will retain and will keep in force all titles, permits, licences, and certificates necessary for it to perform its obligations and duties under the Contract and shall comply with all applicable laws, rules and regulations relating to the Services including, without limitation, all relevant equality, safeguarding, human rights, health, safety and employment related laws and regulations and Sport England internal regulations and procedures;
 - 3.3.4 Sport England's receipt, use or possession of the Services or Deliverables or any part of the same in accordance with the terms of the Contract shall not infringe any IPR of any third party;
 - 3.3.5 The Supplier shall comply with all laws and regulations in providing the Services and carrying out the Supplier's day-to-day business. Such laws and regulations will include without limitation all relevant equality, safeguarding, human rights, health, safety and employment related laws and regulations and any guidelines and/or codes of practice and/or standards.
- 3.4 The Supplier warrants that:
- 3.4.1 the Services will conform with all descriptions and specifications provided to Sport England by the Supplier;
 - 3.4.2 the Services and Deliverables will be provided in accordance with all applicable legislation from time to time in force; and

3.4.3 it has, and will continue to have, full legal authority to process the Personal Data and that it will only process the Personal Data strictly in accordance with the terms of this Contract (including Schedule 6 (*Data Processing Agreement*), if used) and for the purposes of performing its obligations and exercising its rights under this Contract.

3.5 The Supplier warrants that the Deliverables:

3.5.1 shall be Euro Compliant. “Euro Compliant” means that any software, hardware or firmware forming part of the Deliverables will be capable of:

- (a) performing all functions for more than one currency;
- (b) complying with all legal requirements now or hereafter (at the time of their becoming law) applicable to the Euro including, but without limitation, the rules on conversion and rounding set out in EC Regulation number 1103/97; and
- (c) displaying and printing and will (at the time of the enactment of law requiring it to be the case) incorporate in all relevant screen layouts all symbols and codes adopted by any government or any other European Union body or other regulatory authority in relation to the Euro.

3.5.2 shall not contain any computer code:

- (a) designed to disrupt, disable, harm, or otherwise impede in any manner (including aesthetic disruptions or distortions), the operation of the Services, or any of Sport England’s other associated software, firmware, hardware, computer system or network (sometimes referred to as “viruses” or “worms”);
- (b) that would disable the Services or impair in any way its operation based on the elapsing of a period of time, exceeding an authorised number of copies, advancement to a particular date or other numeral (sometimes referred to as “time bombs”, “time locks”, or “drop dead” devices); or
- (c) that would permit the Supplier or others to access the Services to cause such disablement or impairment (sometimes referred to as “traps”, “access codes” or “trap door” devices), or any other similar harmful, malicious or hidden procedures, routines or mechanisms which would cause such programs to cease functioning or to damage or corrupt data, storage media, programs, equipment or communications, or otherwise interfere with operations; and

3.5.3 shall perform in accordance with any relevant specification and/or documentation.

4. Fees and Payment

4.1 Sport England shall pay to the Supplier the Contract Price exclusive of VAT (which if applicable shall be applied at the appropriate rate) subject to and in accordance with Clauses 4.2, 4.3, 4.4 and 4.5 below.

4.2 The Supplier shall invoice Sport England in accordance with, and at the regularity specified in, Schedule 5 (*Fee Arrangements*) in respect of the Contract Price. The Supplier shall submit invoices to the address specified in the Order and each invoice shall quote the relevant Order number.

- 4.3 Subject to Clause 4.4, Sport England shall pay such sums as are due by 30 days after receipt of the Supplier's invoice, provided that the invoice quotes a valid Purchase Order number and is sent to the address advised on such Purchase Order.
- 4.4 Sport England reserves the right to withhold payment to the extent that the Services have not been provided in accordance with the Contract and shall notify the Supplier accordingly, giving reasons for such withholding. Sport England shall only be entitled to withhold the amount indicated as in dispute.
- 4.5 Without prejudice to any other right or remedy, Sport England reserves the right to set off any amount owing at any time from the Supplier to Sport England against any amount payable by Sport England to the Supplier under this Contract or any other contract.
- 4.6 Subject to Clause 4.4, if Sport England fails to make an undisputed payment in accordance with Clause 4.2 the Supplier shall be entitled to charge interest from the date specified for payment upon the unpaid amount of the principal sum at the rate of 2 per cent per annum above the Bank of England base rate in force at the time of such failure to make payment until payment of the principal sum is made in full provided that:
- 4.6.1 the Supplier has given written notice to Sport England that the amount has not been paid, specifying:
- (a) the total amount of interest owed at the date of the notice, and, if the principal sum has not been paid, the daily rate at which the interest will continue to accrue;
 - (b) the invoice or invoices to which the interest relates; and
 - (c) the addressee to whom and address to which payment should be made; and
- 4.6.2 in the event that any sum is agreed between the parties or found to be due to the Supplier following the withholding of payment referred to in Clause 4.4 above, Sport England will pay interest on that sum in accordance with Clause 4.6 above from the date on which Sport England should have paid that sum.
- 4.7 Other than where specifically agreed in the Contract, Sport England shall not be obliged to pay any time or materials charges or expenses to the Supplier in addition to the Contract Price in respect of costs which the Supplier may have incurred in the performance of the Contract. Where the Contract does provide that Sport England shall/may reimburse the Supplier, Sport England shall only make such payment to the Supplier if the following conditions are met:
- 4.7.1 the expenses have been reasonably, properly and necessarily incurred by the Supplier in the performance of the Contract;
- 4.7.2 the expenses do not exceed those which a Sport England employee of comparable qualifications and position would have been entitled to incur under applicable Sport England staff expense policy guidelines; and
- 4.7.3 the Supplier has supplied Sport England with proper supporting evidence.
- 4.8 Where the Supplier is VAT registered the Supplier shall recover VAT on any expenditure incurred in the normal course of its business and shall specify only the net amount of such expenditure in the invoice to Sport England prior to adding VAT thereto at the appropriate rate.

5. The Supplier's Staff

- 5.1 The Supplier warrants that it is an independent contractor and that all the personnel it engages to perform the Services shall be deemed to be the Supplier's employees, agents or sub-contractors (or the employees or agents of any sub-contractor as the case may be) (the "**Supplier's Staff**") and neither the Supplier nor any of the Supplier's Staff shall be employees, agents or partners of Sport England.
- 5.2 The Supplier shall be solely responsible for all tax liabilities, National Insurance and other contributions or deductions which may be due in respect of himself/herself/itself or the Supplier's Staff and all and any claims which may be made by any member of the Supplier's Staff and the Supplier shall indemnify and keep indemnified Sport England against all and any such liabilities and/or other amounts (including any penalties, costs, expenses and interest) which may be assessed on Sport England by reason of any payment made or Services rendered under or in connection with the Contract.
- 5.3 The Supplier shall ensure that the Supplier's Staff comply with such direction, policies, confidentiality, security and health and safety procedures as are reasonably required by Sport England in relation to the Services, provided always that such requirements shall not reduce or amend the Supplier's obligations to supervise, manage, direct and control the Supplier's Staff in accordance with the terms of these Terms and Conditions.
- 5.4 Sport England reserves the right (in addition to its specific rights of exclusion) at any time in its absolute discretion to exclude or remove any of the Supplier's Staff from any Sport England site. In the event of any such removal or exclusion, the Supplier will co-operate with Sport England at its own cost in removing such person or persons and will replace or arrange to replace such person or persons without delay upon the request of, and at no additional cost to, Sport England.

6. Intellectual Property Rights

- 6.1 Any IPR and other rights which may exist in any Custom Material shall automatically vest in Sport England upon creation. The Supplier hereby assigns to Sport England as beneficial owner with full title guarantee free from all encumbrances or (as appropriate) will procure the assignment by any of its employees, agents and sub-contractors, all IPR and other rights in the Custom Material.
- 6.2 The Supplier shall, at its own cost, do everything necessary to assist Sport England in enforcing or protecting any such IPR or other rights in the Custom Material referred to in Clause 6.1, including executing such documents as may be necessary to substantiate, document and protect the rights of Sport England in respect of such IPR.
- 6.3 Sport England grants to the Supplier a fully paid-up, non-exclusive, non-transferable licence during the term of the Contract to copy and modify the Custom Material only to the extent necessary and for the purpose of:
- 6.3.1 providing the Services to Sport England; and
- 6.3.2 performing the Supplier's other obligations under this Contract,
- and for no other purpose whatsoever.
- 6.4 The Supplier hereby grants to Sport England and its officers, directors, employees, agents and sub-contractors a world-wide, non-exclusive, perpetual, royalty free and irrevocable license to use, reproduce, display, perform, prepare derivative works and distribute copies of Non-Custom Materials for its internal purposes and in the ordinary course of its business

in so far as such Non-Custom Materials are incorporated into any Custom Materials or are necessary for the use of the Custom Materials. The Supplier and its licensors shall retain all right, title and interest in IPR in any Non-Custom Materials.

- 6.5 The Supplier shall deliver up all materials relating to the Custom Materials and the Non-Custom Materials within 7 days of each month during the term (or promptly within 14 days of a written request from Sport England) to Sport England or for the purpose of receipt of the Services by Sport England and to enable Sport England to obtain the full benefit of the Services. The Supplier shall not release, publish or distribute any Custom Materials to any third party (including by making code available as open source software).
- 6.6 Sport England and its licensors shall retain all right, title and interest in any Sport England Background IPR. Neither the Supplier nor any member of the Supplier's Staff will make any use of Sport England Background IPR, except as is necessary for the proper provision of the Services, and with the prior written consent of Sport England.

7. Intellectual Property Right Indemnity

- 7.1 The Supplier shall defend, hold harmless and indemnify Sport England, its respective officers, directors, employees agents and sub-contractors against all Claims resulting from, arising out of, or in any way connected with its use or possession of the Services and Deliverables (including any Custom Materials and/or Non-Custom Materials) or any part of the same provided by the Supplier in accordance with the Contract where such possession or use infringes or is alleged to infringe any IPR or contractual rights of any third party or breaches or is alleged to breach any statute or statutory obligation or constitutes or is alleged to constitute a tort actionable by a third party.
- 7.2 In the event that Sport England becomes actually aware of a Claim of the type described in 7.1, the parties shall act in accordance with the provisions of Clause 11.2.
- 7.3 In the event that Sport England's use of the Services, Custom Materials or the Deliverables or any part of the Services, Custom Materials or the Deliverables in accordance with the Contract infringes the IPR or contractual rights of a third party or breaches any statute or statutory obligation or constitutes a tort upon a third party, the Supplier shall, at its own expense:
 - 7.3.1 procure the right for Sport England to continue using the Services, Custom Materials or Deliverables or any part of the same;
 - 7.3.2 make or procure on Sport England's behalf such alterations, modifications, adjustments or substitutions to all or any part or parts of Services, Custom Materials or Deliverables that the same become non-infringing without incurring a diminution in performance or function; or
 - 7.3.3 substitute a non-infringing version of the infringing Services, Custom Materials or Deliverables or the relevant infringing part of the same with versions of equal or better performance as determined by Sport England in its sole discretion.
- 7.4 Notwithstanding other rights and remedies available to Sport England, in the event that the Supplier is unable to provide any of the alternatives set out in Clause 7.3 within a reasonable time, Sport England may, at its sole option, terminate the Contract immediately, whereby the Supplier shall promptly refund to Sport England any prepaid charges or fees relating to the same.

8. Security and Access

- 8.1 The Supplier shall obtain from Sport England identity cards or entry permits and shall ensure that the Supplier's Staff display these whilst on Sport England premises. The Supplier shall return these cards and/or entry permits to Sport England upon termination or expiry of the Contract.
- 8.2 Sport England may request and shall be supplied with identification of the Supplier's Staff and may conduct random security checks, including checking the possessions and vehicle(s) of the Supplier and the Supplier's Staff, whilst on Sport England premises.
- 8.3 Sport England shall at its discretion give to the Supplier, by prior arrangement, such access to Sport England premises and such general Sport England facilities (for example, catering and sanitary) at Sport England premises as the Supplier may reasonably require to fulfil its obligations under the Contract.
- 8.4 The Supplier shall, upon the request of Sport England, grant Sport England such access to the Supplier's premises or such other premises as Sport England may reasonably require for inspection of any Deliverables and/or Sport England equipment and materials provided under the Contract or for any other reason connected with the performance of the Contract.

9. Health and Safety

- 9.1 The Supplier shall comply with all current relevant Safety Requirements including but not limited to those issued by the Health and Safety Executive, the Home Office and those issued by Sport England and notified in writing to the Supplier.
- 9.2 Sport England and the Supplier may agree in writing Safety Requirements in addition to or different from those specified in Clause 9.1.
- 9.3 Without prejudice to its obligations under Clause 9.1 above, the Supplier shall:
- 9.3.1 upon the request of Sport England, submit and fully co-operate with any safety vetting process required by Sport England and provide a written statement of the Supplier's own Safety Requirements; and
 - 9.3.2 assess reasonably foreseeable risks to health and safety (including fire) that may affect Sport England or any third party arising out of or in any way connected with the performance of the Contract, and provide a copy of such assessment to Sport England upon reasonable request, and promptly take all reasonable steps to eliminate or adequately control such risks and shall notify and co-operate with Sport England accordingly.
- 9.4 Sport England shall notify the Supplier of risks to health and safety which are reasonably foreseeable to Sport England, which may affect the Supplier or Sport England and arise out of or are in any way connected with the activities of Sport England in connection with the Contract, and the Supplier shall have due regard to these.

10. Termination

- 10.1 Sport England may terminate the Contract for any reason by providing 15 days' prior written notice to the Supplier.
- 10.2 Sport England shall have the right, at any time, to terminate the Contract immediately by giving notice in writing to the Supplier if:
- 10.2.1 the Supplier commits a material breach of any of the provisions of the Contract and:

(a) the breach is capable of remedy and the Supplier fails to remedy the breach within 30 days (or such shorter period as may be reasonable) of receipt of a written notice specifying the breach and requiring its remedy (in which case Sport England reserves the right to remedy the breach and recover the costs of such breach from the Supplier and terminate the Contract in accordance with this Clause 10); or

(b) the breach is not capable of remedy;

10.2.2 the Supplier undergoes a Change of Control; or

10.2.3 the Supplier undergoes an Insolvency Event.

10.3 Either party shall have the right, at any time, by giving notice in writing to the other party, to terminate the Contract immediately if the continued performance by one or both of the parties' obligations under this Contract is prevented by reason of any acts, events, omissions or accidents beyond the reasonable control of Sport England or the Supplier, including strikes, lockouts or other industrial disputes, failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood or storm.

10.4 Sport England may only terminate the Contract for a Change of Control pursuant to Clause 10.2.2 within the 6 months following the Change of Control.

10.5 The Supplier may terminate this Contract only if Sport England is in material breach of its obligation to pay undisputed fees which are due to the Supplier from Sport England under the Contract following its receipt of a valid invoice in accordance with Clause 4 by giving Sport England at least 90 days' written notice specifying the breach and requiring its remedy.

10.6 The termination of the Contract, however arising, shall be without prejudice to the rights and duties of Sport England accrued prior to termination.

10.7 The following Clauses of this Contract, together with all other provisions of this Contract which are intended to have effect following any expiry or termination of this Contract, shall survive expiry or termination of this Contract to the extent permissible by law: Clause 1 (Definitions and Interpretation), Clause 5.2 (Supplier's Staff), Clause 6 (Intellectual Property Rights), Clause 7 (Intellectual Property Right Indemnity), Clause 10 (Termination), Clause 11 (Indemnities), Clause 12 (Liability), Clause 13 (Insurance), Clause 15 (Confidential Information), and Clause 27 (General).

10.8 Upon termination or expiry of the Contract, the Supplier shall promptly deliver up to Sport England at the Supplier's own risk and expense the whole or any part of any Deliverables owned by Sport England, and any Sport England equipment and/or materials, identity cards or entry permits provided or used under the Contract. Sport England shall be deemed to have irrevocably all powers and authority to enter the Supplier's premises or any other premises to recover and remove such items and recover any costs incurred by Sport England in doing so from the Supplier.

11. Indemnities

11.1 The Supplier shall defend, hold harmless and indemnify Sport England, its officers, directors, employees, agents and sub-contractors against all Claims resulting from, arising out of, or connected with:

- 11.1.1 any breach by the Supplier of its obligations under Clauses 3.4.2, 14 and 15;
 - 11.1.2 any breach by the Supplier of the warranty in Clause 21.1.2; and
 - 11.1.3 the Supplier's, or any of the Supplier's Staff or any sub-contractor's breach of the Bribery Act 2010.
- 11.2 Sport England shall give notice in writing to the Supplier of any Claims as soon as reasonably practicable after becoming actually aware of the same and the Supplier shall be given control of such Claim. In the event that the Supplier fails to appoint legal counsel within 10 days after Sport England has notified the Supplier of any such claim, or the legal counsel appointed by the Supplier is, in Sport England's reasonable judgement, not suitably qualified to represent Sport England, Sport England shall have the right to select and appoint alternative legal counsel and the reasonable cost and expense of the same shall be paid by the Supplier.

12. Liability

- 12.1 Neither party limits or excludes its liability in respect of:
- 12.1.1 any death or personal injury caused by its negligence;
 - 12.1.2 any fraud or fraudulent misrepresentation; or
 - 12.1.3 any statutory or other liability which cannot be excluded under applicable law.
- 12.2 Subject to Clauses 12.1, 12.4 and 12.5, the Supplier's total liability arising under or in connection with this Contract or any breach or non-performance of it, no matter how fundamental, (including by reason of that party's negligence) in contract, tort or otherwise shall be limited to the greater of:
- 12.2.1 £1,000,000; or
 - 12.2.2 150% of the Contract Price.
- 12.3 Subject to Clauses 12.1, 12.4 and 12.5, Sport England's total liability arising under or in connection with this Contract or any breach or non-performance of it no matter how fundamental (including by reason of that party's negligence) in contract, tort or otherwise shall be limited to 100% of the Contract Price.
- 12.4 Neither party shall be liable to the other for any indirect or consequential loss arising out of or in connection with this Contract or any breach or non-performance of it no matter how fundamental (including by reason of that party's negligence).
- 12.5 Neither party shall be liable to the other for:
- 12.5.1 any loss of anticipated savings (whether direct or indirect);
 - 12.5.2 any account of profits (whether a direct or indirect loss); or
 - 12.5.3 any loss of profit or loss of revenue (whether direct or indirect),
- arising out of or in connection with this Contract or any breach or non-performance of it no matter how fundamental (including by reason of that party's negligence).

- 12.6 The parties agree that each of Clauses 12.1, 12.2, 12.3, 12.4 and 12.5 are separate and independent terms of this Contract.

13. Insurance

- 13.1 The Supplier shall, at its own cost, obtain and maintain, with a reputable insurer:

13.1.1 adequate public liability insurance and employers' liability insurance which shall each provide cover of no less than £5,000,000 per claim;

13.1.2 adequate professional indemnity insurance which shall provide cover of no less than £1,000,000 per claim;

13.1.3 in the event Sport England requires the Supplier to enter the Data Processing Agreement at Schedule 6 of this Contract, adequate cyber insurance which shall provide cover of no less than £1,000,000 per claim;

and have scope of cover appropriate to the Services provided under the Contract in respect of any one claim or incident, for a period of 6 years from the date of this Contract.

- 13.2 The Supplier shall produce to Sport England, on demand, copies of the insurance policies maintained in accordance with the terms of this Contract, and receipts for premiums required to be paid in relation to such policies.

- 13.3 Where the Supplier engages a sub-contractor, the Supplier shall either ensure that the insurance requirements as specified in Clause 13.1 extend to cover the legal liabilities of the sub-contractor or that the sub-contractor holds its own insurance of the nature and extent set described in Clause 13.1.

- 13.4 The Supplier shall be responsible for insuring against loss, damage and liabilities to third parties and anyone carried in or on any equipment including without limitation motor vehicles or mobile plant provided by the Supplier to perform the Contract.

14. Data Protection

- 14.1 The Supplier and Sport England shall comply with and agree to the Data Protection Legislation, and shall enter the Data Processing Agreement set out in Schedule 6 if required by Sport England.

- 14.2 Upon termination of this Contract for whatever cause, the Supplier shall return to Sport England upon Sport England's request, or destroy upon Sport England's request, any copy of the Personal Data in hard copy and/or electronic form.

- 14.3 All rights in and to the Sport England Data shall be owned by Sport England or the respective third party licensor and, to the extent any rights in and to Sport England Data vests in the Supplier or its agents, Supplier hereby assigns or shall procure that its agents shall assign all rights in and to such data to Sport England.

15. Confidential Information

- 15.1 Subject to Clause 15.2, each party shall treat all Confidential Information as strictly confidential and shall not disclose Confidential Information to any person.

- 15.2 A party may disclose Confidential Information if and to the extent:

- 15.2.1 subject to Clause 16, it is required to be disclosed in accordance with the FOIA;
 - 15.2.2 it is required by law or by order of the courts or by any securities exchange or regulatory or governmental body to which such party is subject, wherever situated (whether or not the requirement for information has the force of law);
 - 15.2.3 it is disclosed on a necessary basis to the insurers, professional advisers, auditors and bankers of such party;
 - 15.2.4 the Confidential Information has come into the public domain other than by a breach of any obligation of confidentiality; or
 - 15.2.5 with the prior written approval of the other party.
- 15.3 The restrictions contained in this Clause 15 shall continue to apply after the termination or expiry of this Contract (however arising).

16. Freedom of Information

- 16.1 The parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of this Contract is not Confidential Information.
- 16.2 The Supplier acknowledges that Sport England is subject to the requirements of the FOIA and the Environmental Information Regulations and shall assist and co-operate with Sport England to enable Sport England to comply with its information disclosure obligations.
- 16.3 The Supplier shall, and shall procure that, any of its sub-contractors involved in the provision of the Services shall:
- 16.3.1 transfer to Sport England all Requests for Information that it receives as soon as practicable and, in any event, within 2 working days of receiving a Request for Information;
 - 16.3.2 provide Sport England with a copy of all information in its possession or power, in the form that Sport England requires within 5 working days (or such other period as Sport England may specify) of Sport England's request; and
 - 16.3.3 provide all necessary assistance as reasonably requested by Sport England to enable Sport England to respond to the Request for Information within the time for compliance in section 10 of the FOIA or regulation 5 of the Environmental Information Regulations.
- 16.4 Where the Supplier considers that any information it has provided to Sport England is exempt from disclosure under the FOIA, it must tell Sport England and refer to the relevant exemption and give reasons why it is so exempt.
- 16.5 Notwithstanding Clause 16.4, Sport England shall be responsible for determining in its absolute discretion whether any of the content of the Contract is exempt from disclosure in accordance with the provisions of the FOIA and/or the Environmental Information Regulations.
- 16.6 Notwithstanding any other term of this Contract, the Supplier hereby gives his consent for Sport England to publish the Contract in its entirety (but with any information which is exempt from disclosure in accordance with the provisions of the FOIA redacted), including from time to time agreed changes to the contract, to the general public.

- 16.7 In no event shall the Supplier respond directly to a Request for Information unless expressly authorised to do so by Sport England.

17. Assignment and Sub-contracting

- 17.1 The Supplier shall not without the prior written consent of Sport England assign or sub-contract any of its rights or obligations under the Contract to any third party.
- 17.2 The Supplier shall remain fully responsible and liable to Sport England for all acts and omissions of its sub-contractors.

18. Good Faith

- 18.1 The Supplier shall act in good faith at all times and shall neither bring Sport England into disrepute or offend the community or public morals and shall at all times throughout the Contract respect public conventions and morals. The Supplier shall not make any reference to Sport England in any advertising, promotional or published material, nor speak in public about Sport England or its affairs without the prior written consent of Sport England.

19. Information Provision

- 19.1 If requested by Sport England, the Supplier shall provide evidence of compliance with any of its obligations under the Contract.

20. Equal Opportunities Requirements

- 20.1 The Supplier shall:

- 20.1.1 comply with all current relevant anti-discriminatory legislation (including all legislation relating to race relations, equal pay, fair employment and disabled persons employment and the minimum wage);
- 20.1.2 at Sport England's option, where the Supplier employs more than 100 individuals and its registered office is in the United Kingdom, the Supplier shall provide a written statement of the Supplier's equal opportunities policy and an adequate explanation of how the policy will be effected over time upon written request from Sport England;
- 20.1.3 use all reasonable endeavours to adhere to the current relevant codes of practice published by the Equality and Human Rights Commission, the Department for Work and Pensions and the Equality Commission for Northern Ireland.

21. Disability Discrimination

- 21.1 Where the Supplier provides Deliverables directly to the public or a section of the public and is therefore a "provider of services" for the purposes of Part III of the Equality Act, the Supplier, with respect to the Deliverables:
- 21.1.1 shall comply with all the relevant provisions of the Equality Act; and
- 21.1.2 warrants that the Deliverables shall comply with the Equality Act at no additional expense to disabled persons or Sport England.

22. Safeguarding of Children and Adults at Risk

22.1 Where the activities of the Supplier in relation to the provision of the Services and/or Deliverables involve Children and/or Adults at Risk, the Supplier shall maintain, implement and publish appropriate policies and procedures which are aimed at ensuring the safeguarding of Children and Adults at Risk.

22.2 Where required by Sport England, and to the extent required by Sport England, the Supplier must complete and provide a self-declaration form in a format provided by Sport England. Where the nature of the Services involves frequent or regular contact with or responsibility for Children the Supplier will also be required to provide a valid Disclosure and Barring Service (DBS) certificate.

23. Prevention of Corruption and Fraud

23.1 The Supplier shall not offer, give, or agree to give, to Sport England or any other public body or any person employed by or on behalf of Sport England or any other public body any gift or consideration of any kind as an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of the Contract or any other contract with Sport England or any other public body, or for showing or refraining from showing favour or disfavour to any person in relation to the Contract or any such contract.

23.2 The Supplier warrants that it has not paid commission or agreed to pay commission to Sport England or any other public body or any person employed by or on behalf of Sport England or any other public body in connection with the Contract.

23.3 The Supplier shall take all reasonable steps, in accordance with good industry practice, to prevent fraud by its officers (including its shareholders, members and directors), employees, agents, suppliers and sub-contractors in connection with receipt of monies from Sport England.

23.4 If the Supplier, its officers (including its shareholders, members and directors), employees, agents, suppliers and sub-contractors or anyone acting on behalf of the Supplier engages in conduct prohibited by Clauses 23.1 and 23.3 Sport England may terminate the Contract.

24. Anti-Bribery

24.1 The Supplier undertakes to Sport England that it:

24.1.1 will fully comply with, and will procure that all sub-contractors and the Supplier's Staff fully comply with:

(a) the Bribery Act 2010; and

(b) Sport England's fraud and anti-bribery policy so far as it relates to the Supplier (as amended from time to time).

(the "**Anti-Bribery Requirements**");

24.1.2 will not do, or omit to do, any act that will cause Sport England to be in breach of the Anti-Bribery Requirements;

24.1.3 has in place, and shall maintain in place throughout the term of this Contract, policies and procedures to ensure compliance with the Anti-Bribery Requirements and will enforce them where appropriate. At Sport England's request, the Supplier will disclose such policies and procedures to Sport England;

24.1.4 will make it clear to those providing services for the Supplier, including the Supplier's Staff and sub-contractors, that the Supplier does not accept or condone the payment of bribes on the Supplier's behalf.

25. Change Control

25.1 At any time, Sport England or the Supplier may request changes to any part of the Contract or the Schedules, including additions, deletions or other amendments by way of written notice specifying the nature of such changes to the other party (a "**Change Request**").

25.2 Following the receipt of a Change Request by either party, the Supplier shall submit a written estimate to Sport England as soon as reasonably practicable (and in any event within 10 working days) specifying:

25.2.1 the impact of implementing the proposed change or changes on the Services;

25.2.2 whether any new third party contracts would need to be entered into by the Supplier as part of the proposed change or changes;

25.2.3 any material changes which will be required to the Contract as part of the proposed change or changes;

25.2.4 any impact on the Contract Price;

25.2.5 its reasonable additional costs required to implement the proposed change or changes; and

25.2.6 the cost savings or cost reductions resulting from the proposed change or changes.

(the "**Impact Notice**")

25.3 The Supplier shall investigate the impact of implementing the proposed change or changes and prepare the Impact Notice at no charge to Sport England.

25.4 After receipt of an Impact Notice by Sport England, it shall decide at its absolute discretion whether to:

25.4.1 accept the Impact Notice, in which case the parties shall follow the procedure set out in 25.6; or

25.4.2 withdraw or reject the proposed change in which case the Contract shall continue in force unchanged.

25.5 The Supplier shall, acting reasonably, have the right to reject a change requested by Sport England, in which case the Supplier shall notify Sport England specifying the reasons for its rejection within 10 working days of receiving a Change Request.

25.6 If Sport England accepts the Supplier's Impact Notice pursuant to Clause 25.4.1, the Supplier shall prepare two copies of a document setting out the agreed changes in full (the "**Change Authorisation Note**") as soon as practicable after receiving notice of Sport England's approval of the Impact Notice, which it shall sign and deliver to Sport England for its signature. Following receipt by Sport England of a valid and accurate Change Authorisation Note, Sport England shall sign both copies and return one copy to the Supplier.

- 25.7 Following signature of a Change Authorisation Note by both parties, the Contract shall be deemed to be varied accordingly.
- 25.8 Until a change is formally agreed in writing and signed by the parties in accordance with this Clause 25, the Supplier shall continue to perform its obligations under the Contract as if the change had not been proposed.

26. Notices

- 26.1 Any notice required to be given pursuant to the Contract shall be in writing, addressed to:

26.1.1 where such notice is sent by the Supplier, the nominated individual as notified by Sport England to the Supplier from time to time or in the absence of Sport England nominating such an individual, Sport England's Head of Legal Services; or

26.1.2 an authorised official of the Supplier (as notified by the Supplier to Sport England) where such notice is sent by Sport England.

- 26.2 Notices shall be sent either by hand, by prepaid recorded delivery or registered post or by prepaid first class post to the relevant address specified in the Order, or by fax confirmed by first class post to Sport England or the Supplier at the relevant address specified in the Order, and any such notice shall be deemed to have been received by the addressee at the time of delivery or, in the case of prepaid first class post, two days after posting.

27. General

- 27.1 The failure of either party to exercise or enforce any right conferred upon it by the Contract shall not be deemed to be a waiver of any such right or operate so as to bar the exercise or enforcement of any such right at any time(s) thereafter, as a waiver of another or constitute a continuing waiver. Each right or remedy of a party under this Contract is without prejudice to any other right or remedy of that party under this Contract or at law.
- 27.2 Nothing in the Contract shall be deemed to constitute either party as the agent of the other or create a partnership or joint venture between the parties and the Supplier shall have no power to bind Sport England, or to contract in the name of or create a liability against Sport England in any matter whatsoever.
- 27.3 Any amendment or variation to the Contract shall have no effect unless expressly agreed in writing and duly executed by or on behalf of both parties.
- 27.4 If any provision of this Contract is declared by any competent court or body to be illegal, invalid or unenforceable under the law of any jurisdiction, or if any enactment is passed that renders any provision of this Contract illegal, invalid or unenforceable under the law of any jurisdiction this shall not affect or impair the legality, validity or enforceability of the remaining provisions of this Contract.
- 27.5 Without prejudice to the rights of either party in respect of actions relating to fraud (including fraudulent misrepresentation) the Contract and any appendices and any documents referred to therein constitutes the entire understanding between the parties with respect to the subject matter and supersedes all prior agreements, negotiations and discussions between the parties relating thereto.
- 27.6 This Contract does not create or infer any rights under the Contracts (Rights of Third Parties) Act 1999 which are enforceable by any person who is not a party to the Contract.

27.7 This Contract and any dispute or claim arising out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of England and the parties submit to the exclusive jurisdiction of the English Courts.

Schedule 2
(Sport England's Invitation to Tender)



**INVITATION TO TENDER FOR
EVALUATION OF THE FAMILIES FUND PROGRAMME**

SPORT ENGLAND CONTRACT REFERENCE: SE813

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Section 1: Introduction

Sport England is seeking to appoint a Provider for Evaluation of the Families Fund programme. The Contract has an anticipated value of between £100,000 - £140,000 over 4 years.

Section 2: Sport England

We're striving for an active nation where everyone can take part in sport or activity, regardless of age, background or ability.

That might be through traditional team sports like rugby and netball. But it could just as easily be a gym workout or going for a run. Being active is a key part of maintaining physical and mental wellbeing. And it also benefits local communities through economic and social regeneration.

As well as supporting people who already enjoy regular sport, we're also fighting to get people who are less active exercising more regularly. Groups that are traditionally less active – disabled people, some ethnic groups, women and parts of the LGBTQ community – are a core focus of our work.

We also support talented athletes who show elite potential in their chosen sport, and our ambition is to open up these opportunities to people from all backgrounds.

As a government body, we also invest in and provide expertise in creating superb sporting facilities across the nation.

Find out more at www.sportengland.org.

Section 3: Instructions to Tenderers

1. General

- 1.1. These instructions are designed to ensure that all Tenderers are given equal and fair consideration. It is important therefore that you provide all the information asked for in the format and order specified. If you have any queries please send a message via the [Sport England eSourcing Portal](#).
- 1.2. Tenderers should read these instructions carefully before completing the Tender documentation. Failure to comply with these requirements for completion and submission of the Tender Response may result in the rejection of the Tender. Tenderers are advised therefore to acquaint themselves fully with the extent and nature of the services specified and contractual obligations. These instructions constitute the Conditions of Tender. Participation in the tender process automatically signals that the Tenderer accepts these Conditions of Participation.
- 1.3. All material issued in connection with this Invitation to Tender (ITT) shall remain the property of Sport England and shall be used only for the purpose of this procurement exercise. All Due Diligence Information shall be either returned to the Sport England or securely destroyed by the Tenderer (at Sport England's option) at the conclusion of the procurement exercise.
- 1.4. The Tenderer shall ensure that each and every sub-contractor, consortium member and adviser abides by the terms of these instructions and the Conditions of Tender.
- 1.5. The Tenderer shall not make contact with any other employee, agent or consultant of Sport England who is in any way connected with this procurement exercise during the period of this procurement exercise, unless instructed otherwise by Sport England.
- 1.6. Sport England shall not be committed to any course of action as a result of:
 - 1.6.1. Issuing this ITT or any invitation to participate in this procurement exercise
 - 1.6.2. An invitation to submit any Response in respect of this procurement exercise
 - 1.6.3. Communicating with a Tenderer or a Tenderer's representatives or agents in respect of this procurement exercise

- 1.7. Tenderers shall accept and acknowledge that by issuing this ITT Sport England shall not be bound to accept any Tender and reserves the right not to conclude a Contract for some or all of the services for which Tenders are invited.
- 1.8. Sport England reserves the right to amend, add to or withdraw all or any part of this ITT at any time during the procurement exercise.

2. Confidentiality

- 2.1. Tenderers shall at all times treat the contents of the ITT and any related as confidential, save in so far as they are already in the public domain.
- 2.2. Tenderers shall not disclose, copy, reproduce, distribute or pass any of the Information to any other person at any time or allow any of these things to happen.
- 2.3. Tenderers shall not use any of the Information for any purpose other than for the purposes of submitting (or deciding whether to submit) a Tender.
- 2.4. Tenderers shall not undertake any publicity activity within any section of the media.
- 2.5. Tenderers may disclose, distribute or pass any of the Information to the Tenderer's advisers, sub-contractors or to another person provided that one or more of the following applies:
 - 2.5.1. This is done for the sole purpose of enabling a Tender to be submitted and the person receiving the Information undertakes in writing to keep the Information confidential on the same terms as if that person were the Tenderer
 - 2.5.2. The Tenderer obtains the prior written consent of Sport England in relation to such disclosure, distribution or passing of Information
 - 2.5.3. The disclosure is made for the sole purpose of obtaining legal advice from external lawyers in relation to the procurement
 - 2.5.4. The Tenderer is legally required to make such a disclosure
- 2.6. In paragraph 3.5, the definition of 'person' includes but is not limited to any person, firm, body or association, corporate or incorporate.
- 2.7. Sport England may disclose detailed information relating to Tenders to its officers, employees, agents or advisers and may make any of the procurement documents available for private inspection by its officers, employees, agents or advisers. Sport England also reserves the right to disseminate information that is materially relevant to the procurement to all Tenderers, even if the information has only been requested by one Tenderer, subject to the duty to protect each Tenderer's commercial confidentiality in relation to its Tender (unless there is a requirement for disclosure under the Freedom of Information Act).

3. Freedom of Information

- 3.1. In accordance with the obligations and duties placed upon public authorities by the Freedom of Information Act 2000 (the 'FoIA'), Sport England may, acting in accordance with the Secretary of State's Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the said Act, or the EIR be required to disclose information submitted by the Tenderer to the Sport England.
- 3.2. In respect of any information submitted by a Tenderer that it considers to be commercially sensitive the Tenderer should:
 - 3.2.1. Explain the potential implications of disclosure of such information
 - 3.2.2. Clearly identify such information as commercially sensitive
 - 3.2.3. Provide an estimate of the period of time during which the Tenderer believes that such information will remain commercially sensitive.

- 3.3. Where a Tenderer identifies information as commercially sensitive, Sport England will endeavour to maintain confidentiality. Tenderers should note, however, that, even where information is identified as commercially sensitive, Sport England may be required to disclose such information in accordance with the FoIA or the Environmental Information Regulations. In particular, Sport England is required to form an independent judgment concerning whether the information is exempt from disclosure under the FoIA or the EIR and whether the public interest favours disclosure or not. Accordingly, Sport England cannot guarantee that any information marked 'confidential' or "commercially sensitive" will not be disclosed.
- 3.4. Where a Tenderer receives a request for information under the FoIA or the EIR during the procurement process, this should be immediately passed on to Sport England and the Tenderer should not attempt to answer the request without first consulting with Sport England.

4. Tender Validity

Your Tender should remain open for acceptance for a period of 60 days. A Tender valid for a shorter period may be rejected.

5. Timetable

Set out below is the proposed procurement timetable. This is intended as a guide and whilst Sport England does not intend to depart from the timetable it reserves the right to do so at any stage.

DATE	STAGE
13 th June 2018	ITT to be issued
2 nd July 2018	Closing Dates for Questions: to be submitted by 12:00 noon
13 th July 2018	Closing date and time for receipt of responses to ITT by 12:00 noon
13 th July – 23 th July 2018	Evaluation of ITT responses
25 th July 2018	Notification of award
1 st August 2018	Contract Start

6. Contact Details

The person responsible for this procurement and their contact details are:

Contact	Sport England Procurement
Email Address	Sport England eSourcing Portal .
Postal Address	Sport England, 1 st Floor, 21 Bloomsbury Street, London, WC1B 3HF

All questions regarding the tender process and Sport England should be made by email via the [Sport England eSourcing Portal](#).

7. Preparation of Tender

- 7.1. Tenderers must obtain for themselves at their own responsibility and expense all information necessary for the preparation of Tenders. Tenderers are solely responsible for the costs and expenses incurred in connection with the preparation and submission of their Tender and all other stages of the selection and evaluation process. Under no circumstances will Sport England, or any of their advisers, be liable for any costs or expenses borne by Tenderers, sub-contractors, suppliers or advisers in this process.
- 7.2. Tenderers are required to complete and provide all information required by Sport England in accordance with the Conditions of Tender and the Invitation to Tender. Failure to comply with the Conditions and the Invitation to Tender may lead Sport England to reject a Tender Response.

- 7.3. Sport England relies on Tenderers' own analysis and review of information provided. Consequently, Tenderers are solely responsible for obtaining the information which they consider is necessary in order to make decisions regarding the content of their Tenders and to undertake any investigations they consider necessary in order to verify any information provided to them during the procurement process.
- 7.4. Tenderers must form their own opinions, making such investigations and taking such advice (including professional advice) as is appropriate, regarding the goods and services and their Tenders, without reliance upon any opinion or other information provided by Sport England or their advisers and representatives. Tenderers should notify Sport England promptly of any perceived ambiguity, inconsistency or omission in this ITT, any of its associated documents and/or any other information issued to them during the procurement process.

8. Submission of Tenders

- 8.1. Tenders must be submitted in the form specified in the Form of Tender instructions at Schedule 1. Failure to do so may render the Response non-compliant and it may be rejected.
- 8.2. Sport England may at its own absolute discretion extend the closing date and the time for receipt of Tenders. Any extension granted will apply to all Tenderers.
- 8.3. Tenderers must submit a priced electronic copy via the Sport England eSourcing Portal, no later than no later than 12:00 Noon on **13th July 2018**. Tenders received after that time may not be accepted.
- 8.4. The Tender and any documents accompanying it must be in the English language.
- 8.5. Price and any financial data provided must be submitted in or converted into pounds sterling. Where official documents include financial data in a foreign currency, a sterling equivalent must be provided.

9. Canvassing

Any Tenderer who directly or indirectly canvasses any officer, member, employee, or agent of Sport England concerning the letting of this Contract or who directly or indirectly obtains or attempts to obtain information from any such officer, member, employee or agent or concerning any other Tenderer, Tender or proposed Tender will be disqualified.

10. Disclaimers

- 10.1. Whilst the information in this ITT has been prepared in good faith, it does not purport to be comprehensive nor has it been independently verified.
- 10.2. Neither Sport England, nor their advisors, nor their directors, officers, members, partners, employees, other staff or agents:
- 10.2.1. Makes any representation or warranty (express or implied) as to the accuracy, reasonableness or completeness of the ITT
- 10.2.2. Accepts any responsibility for the information contained in the ITT or for their fairness, accuracy or completeness of that information nor shall any of them be liable for any loss or damage (other than in respect of fraudulent misrepresentation) arising as a result of reliance on such information or any subsequent communication
- 10.3. Any persons considering making a decision to enter into contractual relationships with Sport England following receipt of the ITT should make their own investigations and their own independent assessment of Sport England and its requirements for the services and should seek their own professional financial and legal advice.
- 10.4. Any Contract concluded as a result of this ITT shall be governed by English law.

11. Collusive Behaviour

Any Tenderer who:

- 11.1. Fixes or adjusts the amount of its Tender by or in accordance with any agreement or arrangement with any other party
- 11.2. Communicates to any party other than Sport England the amount or approximate amount of its proposed Tender or information which would enable the amount or approximate amount to be calculated (except where such disclosure is made in confidence in order to obtain quotations necessary for the preparation of the Tender or insurance or any necessary security)
- 11.3. Enters into any agreement or arrangement with any other party that such other party shall refrain from submitting a Tender
- 11.4. Enters into any agreement or arrangement with any other party as to the amount of any Tender submitted
- 11.5. Offers or agrees to pay or give or does pay or give any sum or sums of money, inducement or valuable consideration directly or indirectly to any party for doing or having done or causing or having caused to be done in relation to any other Tender or proposed Tender, any act or omission

shall (without prejudice to any other civil remedies available to Sport England and without prejudice to any criminal liability which such conduct by a Tenderer may attract) be disqualified.

12. No Inducement or Incentive

The ITT is issued on the basis that nothing contained in it shall constitute an inducement or incentive nor shall have in any other way persuaded a Tenderer to submit a Tender or enter into a contractual agreement.

13. Queries Relating to Tender

- 13.1. All requests for clarification about the requirements or the process of this procurement exercise should be made via the Sport England eSourcing Portal.
- 13.2. Sport England will endeavour to answer all questions as quickly as possible, but cannot guarantee a minimum response time.
- 13.3. Clarification requests must submitted via the Sport England eSourcing Portal. By 12:00 Noon **2nd July 2018**
- 13.4. In order to ensure equality of treatment of Tenderers, Sport England may publish the questions and clarifications raised by Tenderers together with Sport England's responses (but not the source of the questions) to all participants.
- 13.5. Tenderers should indicate if a query is of a commercially sensitive nature – where disclosure of such query and the answer would or would be likely to prejudice its commercial interests. However, if Sport England at its sole discretion does not either; consider the query to be of a commercially confidential nature or one which all Tenderers would potentially benefit from seeing both the query and Sport England's response, Sport England will:
 - 13.5.1. Invite the Tenderer submitting the query to either declassify the query and allow the query along with the Authority's response to be circulated to all Tenderers
 - 13.5.2. Request the Tenderer, if it still considers the query to be of a commercially confidential nature, to withdraw the query.
- 13.6. Sport England reserves the right not to respond to a request for clarification or to circulate such a request where it considers that the answer to that request would or would be likely to prejudice its commercial interests.

14. Amendments to Tender Documents

At any time prior to the deadline for the receipt of Tenders, Sport England may modify the ITT by amendment. Any such amendment will be issued by Sport England to all prospective Tenderers. In

order to give prospective Tenderers reasonable time in which to take the amendment into account in preparing their Tenders, Sport England may, at its discretion, extend the Deadline for receipt of Tenders.

15. Late Tenders

Any Tender received after 12:00 Noon **13th July 2018** may be rejected.

16. Proposed Amendments to the Contract by the Tenderer

- 16.1. This contract will be subject to Sport England's Terms of Trade . Sport England's Terms of Trade can be viewed [here](#).
- 16.2. Sport England reserves the right to add specific provisions within the Call-Off including those relating to Insurance Provisions such as Cyber Insurance linked with the imminent, new legislation on General Data Protection Regulation (GDPR).
- 16.3. Any proposed amendments to the Contract must be detailed separately and returned with the Tenderer's ITT Response.
- 16.4. Where Sport England makes changes to the Contract as a result of the proposals received it will circulate the amended terms to all Tenderers.
- 16.5. No changes to our Terms of Trade will be considered unless they are submitted with Tender Responses.

17. Modification and Withdrawal

- 17.1. Tenderers may modify their Tender prior to the Deadline by giving notice to Sport England in writing to [via the Sport England eSourcing Portal](#).
- 17.2. No Tender may be modified subsequent to the Deadline for receipt.
- 17.3. The modification notice must state clearly how Sport England should implement the modification.
- 17.4. Tenderers may withdraw their Tender at any time prior to the Deadline or any other time prior to accepting the offer of a Contract. The notice to withdraw the Tender must be in writing and sent to Sport England at the address set out in paragraph 9.6.

18. Right to Reject/Disqualify

Sport England reserves the right to reject or disqualify a Tenderer where:

- 18.1. The Tenderer fails to comply fully with the requirements of this Invitation to Tender or is guilty of a serious misrepresentation in supplying any information required in this document
- 18.2. The Tenderer is guilty of serious misrepresentation in relation to its Tender
- 18.3. There is a change in identity, control, financial standing or other factor impacting on the selection and/or evaluation process affecting the Tenderer.

19. Right to Cancel, Clarify or Vary the Process

Sport England the right to:

- 19.1. Amend the terms and conditions of the Invitation to Tender process
- 19.2. Cancel the evaluation process at any stage
- 19.3. Require the Tenderer to clarify its Tender in writing and/or provide additional information. (Failure to respond adequately may result in the Tenderer not being selected).

20. Notification of Award

Sport England will notify the successful Tenderer(s) of their award in writing.

Section 4: Tender Evaluation

1. Introduction

- 1.1. The Tender process will be conducted to ensure that Tenders are evaluated fairly. Sport England will award a contract to the Bidder whose tender has been determined as the Most Economically Advantageous Tender (MEAT) based upon the requirements as set out in the specification and scored in accordance with the award criteria. All proposals will be subject to an evaluation on the basis of the award criteria and weightings set out in this ITT.

2. Evaluation of Tenders

- 2.1. Tenders received that are deemed complete will be evaluated according to the following parts. Tenderers' responses to the Specification (see Sections 6, 7 and 8) and presentations will be evaluated against the Technical and Commercial criteria and weightings shown in the table below:

Scoring Criteria		
Criterion		Weighting
Section 7	Technical	70%
	Knowledge and experience – Relevant experience	20%
	Approach and Method – Suitability of the proposed approach	20%
	Deliverables – Format and content of guidance and reporting	15%
	Project Management – Capacity, timescales	15%
	Data Protection	Not evaluated
Section 8	Commercial	30%

Scoring Methodology

- 2.2. Responses to each criterion (Except Commercial) above will be allocated a score based on the methodology contained below.

Assessment	Score	Interpretation
Excellent	100%	Fully meets the requirement(s) demonstrating relevant experience of all of the requirement(s) to an acceptable standard and demonstrates deliverable added value.
Acceptable	70%	Demonstrates relevant experience of all of the requirement(s) to an acceptable standard with good supporting evidence. Demonstrates good understanding.
Minor Reservations	50%	Minor reservations of ability to demonstrate relevant experience of all of the requirement(s) to an acceptable standard
Major Reservations	20%	Major reservations of ability to demonstrate relevant experience of all of the requirement(s) to an acceptable standard.
Unacceptable	0%	Does not demonstrate relevant experience of any of the requirement(s) to an acceptable standard and/or insufficient information provided by the potential provider.

Section 5: Award of Contract

Shortlisted Tenderers will be notified of the award at the conclusion of the exercise. Notifications will include details of:

1. The score of the Tenderer
2. The name of the successful Tenderer
3. The score for the successful Tenderer

Section 6: Specification

1. Introduction

Sport England is responsible for grassroots sport in England. Our strategy Towards an Active Nation sets out how we will work with national and local partners to ensure everyone in England can benefit from sport and physical activity. The Families Fund is a major new investment programme that aims to support families with children to get active together.

We are seeking to appoint a supplier to deliver an evaluation of the Families Fund programme. The evaluation will be concerned with refining a common measurement framework for all the projects, supporting projects with data collection, reporting the impact of the programme, and providing an understanding of the processes and mechanisms by which relevant outcomes are or are not achieved.

Background

The Families Fund will invest in awards between £50,000 to £500,000 of up to 4 years. We want to invest in organisations that understand families in lower socio-economic groups, and that can help us learn about how we can support children in these families to be more active. The closing date for expressions of interest was 31 August 2017. Successful projects at this stage were then solicited to submit a full application to Sport England by November 2017, with award decisions made by February/March 2018, and a further round of decisions in July/August 2018. Projects will start to deliver within 6 months. We anticipate funding circa 32 projects in total.

2. Objectives of the Families Fund:

- To increase the activity levels of children aged 5 to 15 in lower socio-economic groups, who are not currently meeting the Chief Medical Officer's recommendation of at least 60 minutes a day of physical activity
- To support and enable families to be active together throughout the week
- To provide families with positive experiences of physical activity and sport and through that help them to develop more positive attitudes towards activity
- To positively impact on the Government sport strategy outcomes – physical wellbeing, mental wellbeing, individual development, social and community development
- We also expect some of the adults in the families we target will be inactive i.e. doing less than 30 minutes of moderate intensity physical activity a week. As a result, we would expect projects to contribute to more adults crossing the 30-minute threshold – and staying above it.

We want to make sure there is a clear line of sight between each investment we make and the contribution it makes to the outcomes of the fund. Partners who receive investment will need to show us how the project has reached families in lower socio-economic groups and increased the levels of activity of the children involved. We want to develop an approach to support us and the projects to understand the impact projects are having and understand why some aspects have worked or not worked so well.

Further information about the Families Fund is available on [Sport England's website](#).

3. Evaluation Objectives

Sport England wishes to use this evaluation to understand more about how we can engage and retain families from lower socio-economic groups taking part in physical activity together, and to increase positive attitudes towards sport and being active.

The evaluation objectives are set out below:

1. To test the feasibility of families taking part together, and understand the impact of the funded projects on the objectives of the fund as described above.
2. To generate learning that increases understanding of how families in lower socio-economic groups can be engaged in sport and physical activity, identifying 'what works' to change behaviour and achieve the desired outcomes. Some areas of learning/hypotheses we are interested in exploring are listed in Appendix 1.
3. To identify opportunities for delivering at scale and therefore have an increased impact.
4. To identify lessons and provide learning in a suitable format to inform delivery by funded projects and potential future deliverers.

4. Approach

Sport England's general approach to evaluation is reflected in our Evaluation Framework. We do not intend to be prescriptive about exactly how this evaluation should be carried out. The method should be consistent with our overall framework, focused on addressing the evaluation objectives. Some initial ideas about what might be involved in meeting the evaluation objectives are set out below. We would expect the successful supplier to work with us to refine and add value to the approach.

Quantitative

The successful supplier will be expected to work with Sport England to develop an evaluation framework for the whole fund. As many projects are near starting delivery, we have already defined some basic monitoring requirements and guidance for projects. Projects will be asked to collect and report this information in their regular monitoring returns.

The draft requirements include the following:

- Tracking the number of individuals and the number of families that engage in sport or physical activity through the project
- Collecting demographic information for all participants including gender, age, ethnicity, disability, postcode (as a proxy for socio-economic status), and relationship to child; collected at baseline.
- Activity level and attitudes to sport and physical activity; collected at baseline and follow-up from all participants.
- Views on the quality of their experiences of sport and physical activity through the project.

For projects that are providing structured activities we will also ask them to collect the following data:

- Throughput (numbers attending each activity)

- Type of activity
- Setting for the activity (where it takes place)
- Who attends each activity

At the start of each project, we will meet with the funded organisations to discuss and agree how they intend to collect the monitoring data above. Once appointed, the successful provider will be expected to support these discussions and more generally to support projects to implement their data collection arrangements. Each project will provide target participation figures for each full year of delivery. Projects will be asked to collect data at regular intervals and to report the actual figures achieved every six months for the duration of their delivery, at two-fixed points each year. At the same time, projects will also be asked to provide a brief progress report, detailing key learnings, challenges and support required.

Understanding the demographics of the audiences who engage with the projects will be important to us to help develop understanding of what works to engage particular audiences. That's why we will require projects to collect demographic information. These figures will be reported by the projects through their six-monthly monitoring returns.

It will be the responsibility of the appointed supplier to compile and collate the above monitoring information from all of the funded projects (c. 32), analyse the data and report agreed findings to Sport England. We will ask the appointed supplier and the projects to propose the most appropriate method for data collection to ensure there is some consistency, whilst minimising disruption to any systems and processes which may already be in place and effectively used by the projects.

It may be necessary for the supplier to supplement the monitoring data collected by projects with some additional primary data collection. Tenderers should make clear in their proposals if this forms part of the anticipated approach.

Sport England has developed draft guidance for projects to explain the monitoring data collection requirements (see Appendix 2) – please note this is still in draft stage. We would be interested in any refinements the supplier would suggest for improving this guidance and forms/templates, and producing any new data-collection platforms etc which may be required. We do not anticipate making fundamental changes to the core monitoring information projects are asked to collect.

All the data and tools will be owned by Sport England and be made available to us.

Qualitative Data

Some qualitative data collection will be required to meet the evaluation objectives. Projects will need to collect some qualitative data themselves to explore how their project is progressing, what is working, what is not working, and why. The successful supplier will be expected to work with Sport England to produce tools and guidance for projects to help them collect this qualitative data. Sport England case study templates have already been circulated to the projects.

We expect that the supplier may also need to carry out some primary qualitative research, perhaps with a sample of case study projects, to explore project impact and understand how and why the observed impacts are being achieved. We anticipate there will be data collection with parents/carers, children and young people and relevant staff at the case study projects. We are interested to understand how tenderers would propose to approach this aspect of the research, especially as we anticipate there may be particular challenges engaging the target groups (children and adults from lower socio-economic groups) in elements of the monitoring and evaluation.

We are also keen to understand how the voices of children are being considered and acted upon by projects, and any positive impact this may have on them and the family.

In Appendix 1 we have included a list of learning areas that we are keen to explore, where possible. These were developed before the projects were selected, and we recognise that it may not be possible to explore all of these areas in detail through this evaluation. All projects have also identified 4-5 learning objectives for their projects. We anticipate that the supplier will review these learning areas and project objectives and use them to inform the focus of their discussions with projects and the reporting of learning from the evaluation.

5. Deliverables

We have developed an initial working list of evaluation deliverables.

Table 1- Deliverables (dates to be agreed)

DELIVERABLE	COMPLETED BY DATE	MILESTONE PAYMENT
Inception Meeting		
Phase one - Design of evaluation including finalisation of evaluation approach, materials and training	August 2018	Milestone 1
Draft fund evaluation framework and refine current project evaluation guidance and templates, produced and shared with Sport England.		
Fund evaluation framework and project guidance and templates finalised in consultation with Sport England and funded projects.		
Production of any standardised data-collection and reporting templates/online platforms for use by the projects/evaluator, as required.		
Developmental advice provided to individual projects on their monitoring data collection arrangements.		
Phase two – Six-monthly cycle of project support, data collection, analysis and reporting	Ongoing from 1 September 2018	
Provision of ongoing support to projects to meet the evaluation requirements	Ongoing from 1 September 2018	
Six-monthly collation and high-level analysis of project monitoring data, at fixed-date points	Six-monthly from September 2018	
Additional primary and secondary research, as required		
Regular informal progress updates to the Sport England contract manager, format to be agreed	Ongoing from September 2018	

Reporting, dissemination and learning – Provision of interim reports, presentations and other dissemination outputs to Sport England and the funded projects. Exact timetable to be agreed with Sport England depending on evaluation method and timescales. These outputs will provide information on insight emerging from the projects, key trends and learning and will highlight any delivery issues or lessons learnt that could help improve the effectiveness of the projects.		Milestone 2 (Six-monthly instalments from Sept 2018 to Sept 2022)
Phase three - Final review/ assessment at end of contract term		
A final report and presentation to Sport England bringing together the findings at the end of the evaluation, to include recommendations and opportunities to scale/ replicate beyond 2022.	30 September 2022	Milestone 3

6. Payment

Payment shall be made upon satisfactory completion of the deliverables outlined in Table 1 above and milestone payments will apply. Payments milestones are articulated in Table 1 and Suppliers should allocate a cost per milestone as part of their commercial response. Pricing should be calculated on the basis of the likely, maximum number of projects (32, should the final number of projects be lower than this amount then Sport England will only pay for the number of projects completed based on satisfactory receipt from the supplier of days worked per project.

Appendix 1. Learning areas that we are keen to explore through this investment

Audiences

- Understanding effective ways of changing behaviour of specific demographic groups within lower socio-economic groups. For example, girls from families in lower socio-economic groups do less activity than their male counterparts.
- Understanding how best to support families where the parents lack confidence in their ability to be active.
- Learning what inspires families who want to be more active but don't know how to build more physical activity into their lives.
- Exploring ways of opening up opportunities to take part in a wider range of sports and activities where girls or boys think they're not for them.
- Identifying what adults in families in lower socio-economic groups find enjoyable and understanding how this can be used to help motivate them to be more active as a family.

Delivery methods

- Testing how to encourage families to take part in 'free play' together as a family, at home, in the garden or local park or further afield.

- Learning how to make it easier and affordable to 'get out' and be active as a family, for example increasing the options available, providing better information or using places families are familiar with.
- Understanding whether raising parents' awareness of their child(ren)'s physical activity levels (e.g. through monitoring children's activity levels) can impact on their behaviour.
- Testing how to shift the focus away from ability. For example, what environments or workforce help change this focus? Is it more effective where the focus shifts towards recognising personal progress or effort, rewarding collaboration or just having fun or socialising?
- Learning which tools or guidance can support families to take part independently in their own way and in their own time.
- Investigating whether involving children more in the decision making can help ease the hassle factor parents associate with being more physically active.
- Investigating how to enable and normalise families getting out, playing together and being more active in their local neighbourhood.
- Testing how gamification can be used to encourage families to fit more physical activity into their daily lives.
- Testing how different direct and indirect environmental and workforce prompts can encourage and support parents to take part with their children.

Influences

- Testing whether raising awareness of different benefits of physical activity for children can encourage families to take part.
- Learning which messages make physical activity feel more appealing or more accessible. For example, what helps families identify small changes they can make to their existing habits or what inspires them and gives them ideas of ways to be more active.
- Exploring how different messages can influence a chosen audience to be more active e.g. some messages might relate to the autonomy and creativity of children creating their own games, others might be about creating memories through quality family time, others about 'time out', relaxing and taking part at your own pace, others about discovery, exploration and trying new things, and others tapping into adults' past interests in specific sports or activities or, at the other end of the spectrum, activities they never had the chance to try as children themselves.
- Exploring what people, communication and other support makes the routine of being active feel easier for families.
- Understanding the messages and people which most effectively encourage and reassure parents, and other significant adults in a child's life, they are allowed to take part and encourage them to join in and be active together.
- Testing the role of different messages and coaches, volunteers and peers in reassuring families, managing risks and finding safe spaces to be more active.

Appendix 2. Draft Project Guidance and Forms – see attached documents.

Section 7: Technical Response Requirements

Each tenderer should respond to the specification requirements (Section 6: Specification) by providing a single Response document, in MS Word or PDF format, with appropriate appendices. The response document should provide the details set out below and should not exceed 5,000 words (excluding appropriate appendices).

Technical Requirements (Weighted at 70% of the overall evaluation – see final column for breakdown)		Breakdown of Weighting
Criterion	Response: Tenders are required to respond to each of the following questions in relation to Sport England's Specification detailed within Section 6 of this ITT	70%
Knowledge and experience	<p>Please outline your relevant knowledge and experience in delivering evaluations of this nature e.g. working with similar target groups (children, families from lower socio-economic groups), types of organisation (relatively small public, community and voluntary sector organisations), and types of intervention.</p> <p>Responses should-</p> <ul style="list-style-type: none"> - Outline the relevant knowledge and experience of the proposed project team - Outline how this knowledge and experience has informed the proposed approach and method 	20%
Approach and Method	<p>Please outline the proposed approach and method for delivering the evaluation objectives.</p> <p>Responses should-</p> <ul style="list-style-type: none"> - Provide full details of the method and approach with particular focus on the quantitative and qualitative elements - Provide details of which aspects of data collection, collation and analysis would be carried out by the projects and which would be carried out by the research supplier - Fully explain the rationale for the proposed approach - Provide a full project plan with focus on the deliverables and timescales outlined in section 6. 	20%
Deliverables	<p>In relation to the deliverables please outlined the proposed format and content of reporting.</p> <p>Responses should-</p> <ul style="list-style-type: none"> - Highlight how quality will be ensured in regard to the deliverables - Explain how projects will be guided and supported to meet the evaluation requirements - Focus on usability of the reports and other learning outputs and propose a format that can be utilised and reviewed easily within Sport England. 	15%

Project Management	<p>Please outline your proposed approach to project management.</p> <p>Responses should-</p> <ul style="list-style-type: none"> - Include reference to timescales, capacity, ability to deploy resources and meet the required deadlines 	15%
	<ul style="list-style-type: none"> - Outline roles and responsibilities of individual team members - Identify key risks to the successful delivery of the evaluation, and proposed mitigations - Demonstrate how communication with Sport England will occur throughout the course of the contract 	
Data Protection	<p>On 25th May 2018 the General Data Protection Regulations (GDPR) and associated Data Protection Legislation will come into force. Contracting Authorities are required to ask specific questions to suppliers as part of due diligence to ensure there are sufficient operational measures in place to achieve GDPR compliance.</p> <p>Please respond to the following questions:</p> <ol style="list-style-type: none"> a) what measures do you have in place or are proposing to have in place to ensure that both you and your customers will be compliant for the purposes of the GDPR and the imminent Data Protection Act 2018 (currently the Data Protection Bill)? b) will you be acting solely as data processor in relation to the personal data which you may be processing on behalf of Sport England (and, if not, in what capacity and data sets will you be acting as a data controller)? c) what operational and technical security measures do you employ to keep the service, and/or any personal data conveyed via the service secure? d) what insurance cover do you have in place and do you have any specific stand-alone cyber insurance cover? e) what back-up and business continuity plan procedures do you have in place to mitigate against data losses and/or outages? f) what transition plans will you offer to migrate the service to a new supplier or back to Sport England at the end of the relationship? g) please confirm that you agree to the updated changes, required by Sport England, pursuant to the Procurement Policy Note (PPN-as set out below) which should be attached to the clarification (and what, if any effect, this may have on the pricing and liability limits offered under the G-Cloud9 framework currently)? https://www.gov.uk/government/publications/procurement-policy-note-0317 (PPN) <p>what if any part of the service(s) to be provided are hosted or accessed outside the European Economic Area (EEA)?</p>	

Section 8: Commercial Response Requirements

Prices submitted should be fully inclusive (Ex VAT & in GBP), fixed, current and not subject to variation. Price is defined as the total contract value, which includes the cost of the services over the term of the contract plus any transition costs including TUPE and associated delivery/collection costs. Arithmetic in tenders will be checked and if any errors are found, the Tenderer will be notified and requested to

Invitation to Tender for the Evaluation of the Families Fund programme

confirm or withdraw the tender. If rates, rather than an overall price, are stated within the tender, an amended tender price may be requested to accord with the rates.

Price Elements of Tender responses will be evaluated against the lowest tender price. The bidder who has submitted the best (lowest) price will be awarded the maximum score available in this section. All remaining bids will be scored relative to the lowest bid using the formula below:

Expressed as:

$$\text{Price Score} = (\text{TL} / \text{Tt}) \times 100$$

Where: TL = Lowest Tender Price

Tt = Actual Tender Price

Each tenderer should respond to the commercial requirements by providing a single Commercial Response document in MS Word or PDF format. The response should include the breakdown of the day rates for each individual/role, the days allocated, the costs attributed to each payment milestone, the anticipated per project cost and the total costs for all services.

Commercial Requirements (Weighted at 30% of the overall evaluation)				
Individual initials	Role	No. of days	Cost per day	Price (excl. VAT)
Payment Milestones				
Item (please specify)				Price per Milestone (excl. VAT)
Milestone 1: Design and set-up of evaluation				
Milestone 2: Six Monthly cycle of project support, data collection and reporting				
Aug 2018 to Jan 2019				
Jan 2019 to Aug 2019				
Aug 2019 to Jan 2020				
Jan 2020 to Aug 2020				
Aug 2020 to Jan 2021				
Jan 2021 to Aug 2021				
Aug 2021 to Jan 2022				
Milestone 3: Final review and assessment (due Sept 2022)				
Total price (excl. VAT)				

Schedule 1: Form of Tender

TO BE COMPLETED BY THE TENDERER

To: **Sport England, 21 Bloomsbury Street, London WC1B 3HF**

Date: **[Tenderer to insert date]**

PROVISION OF: Evaluation of the Families Fund programme

REFERENCE NUMBER: SE813

To: Sport England

From: [Tenderer to insert name of organisation submitting Tender]

Having examined the Invitation to Tender and all other Schedules, and being fully satisfied in all respects with the requirements of the ITT (including the Sport England Terms of Trade which are available to view [here](#). I/we hereby offer to provide the Evaluation of the Families Fund programme as specified. If this offer is accepted I/we will execute documents in the form of the Contract within 30 days of being called upon to do so.

I/We confirm that I/we agree with Sport England in legally binding terms to comply with the provisions relating to confidentiality set out in Section 3 Instructions to Tenderers Paragraph 3.1 to 3.7 of the Invitation to Tender.

In compliance with your requirements as set out in your ITT I have completed and enclose the following documents:

SCHEDULE 1: FORM OF TENDER

SCHEDULE 4: QUESTIONNAIRE

SPECIFICATION RESPONSE

COMMERCIAL RESPONSE

In compliance with the requirements set out in your Invitation to Tender, which I confirm I have read and fully understand. I also confirm that I have complied with the specific requirements set out in the documents detailed in the table below:

SCHEDULE 2: COLLUSIVE TENDERING

SCHEDULE 3: CANVASSING

This Tender shall remain open for acceptance by Sport England for a period of 60 days after the due date for return of tenders specified in the Invitation to Tender.

I warrant that I have all the requisite corporate authority to sign this Tender and confirm that I have complied with all the requirements set out.

Signed for and on behalf of the above named Tenderer:

Signature: _____

Position: _____

Signature _____

(Optional)

Position: _____

Date: _____

Schedule 2: Collusive Tendering

TENDER FOR SUPPLY OF THE EVALUATION OF THE FAMILIES FUND PROGRAMME

The essence of the public procurement process is that Sport England shall receive bona fide competitive Tenders from all Tenderers. In recognition of this principle and in signing Schedule 1:

Invitation to Tender for the Evaluation of the Families Fund programme

Form of Tender I/we warrant this is a bona fide Tender, intended to be competitive and that I/we have not fixed or adjusted the amount of the Tender or the rates and prices quoted by or under or in accordance with any agreement or arrangement with any other party.

I/We also confirm that I/we have not done and undertake that I/we will not do at any time any of the following acts:

Communicate to a party other than Sport England the amount or approximate amount of my/our proposed Tender (other than in confidence in order to obtain quotations necessary for the preparation of the Tender and/or insurance), enter into any agreement or arrangement with any other party that he shall refrain from tendering or as to the amount of any Tender to be submitted, or offer or agree to pay or give or pay or give any sum of money inducement or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused any act or omission to be done in relation to any other tender or the proposed Tender.

In this Schedule:

□ The word "person" includes any person, body or association, corporate or incorporate □ The phrase "any agreement or arrangement" includes any transaction, formal or informal whether legally binding or not.

Schedule 3: Canvassing

TENDER FOR THE EVALUATION OF THE FAMILIES FUND PROGRAMME

I/We hereby confirm that I/we have not canvassed any member, officer, employee, or agent of Sport England or Other Contracting Body in connection with the award of the Contract for the evaluation of the Families Fund programme and that no person employed by me/us or acting on my/our behalf has done any such act.

I/We further hereby undertake that I/we will not prior to the conclusion of the Provider selection process canvass or solicit any member, employee, agent or provider of Sport England in connection with the award of the Contract the evaluation of the Families Fund programme and that no person employed by me/us or acting on my/our behalf will do any such act.

**Schedule 3
(Supplier's Tender Response)**

substance.

**INVITATION TO TENDER FOR EVALUATION OF THE FAMILIES
FUND PROGRAMME**

SPORT ENGLAND CONTRACT REFERENCE: SE813

Response Document

Schedule 1: Form of Tender

TO BE COMPLETED BY THE TENDERER

To: Sport England, 21 Bloomsbury Street, London WC1B 3HF

Date: 13/07/2018

PROVISION OF: Evaluation of the Families Fund programme

REFERENCE NUMBER: SE813

To: Sport England

From: Substance 2005 Limited

Having examined the Invitation to Tender and all other Schedules, and being fully satisfied in all respects with the requirements of the ITT (including the Sport England Terms of Trade which are available to view [here](#). I/we hereby offer to provide the Evaluation of the Families Fund programme as specified. If this offer is accepted I/we will execute documents in the form of the Contract within 30 days of being called upon to do so.

I/We confirm that I/we agree with Sport England in legally binding terms to comply with the provisions relating to confidentiality set out in Section 3 Instructions to Tenderers Paragraph 3.1 to 3.7 of the Invitation to Tender.

In compliance with your requirements as set out in your ITT I have completed and enclose the following documents:

SCHEDULE 1: FORM OF TENDER

SCHEDULE 4: QUESTIONNAIRE

SPECIFICATION RESPONSE

COMMERCIAL RESPONSE

In compliance with the requirements set out in your Invitation to Tender, which I confirm I have read and fully understand. I also confirm that I have complied with the specific requirements set out in the documents detailed in the table below:

SCHEDULE 2: COLLUSIVE TENDERING

SCHEDULE 3: CANVASSING

This Tender shall remain open for acceptance by Sport England for a period of 60 days after the due date for return of tenders specified in the Invitation to Tender.

I warrant that I have all the requisite corporate authority to sign this Tender and confirm that I have complied with all the requirements set out.

Signed for and on behalf of the above named Tenderer:

Signature:

Position:

Signature

(Optional)

Position:

Date:

13 July 2018

Schedule 2: Collusive Tendering

TENDER FOR SUPPLY OF THE EVALUATION OF THE FAMILIES FUND PROGRAMME

The essence of the public procurement process is that Sport England shall receive bona fide competitive Tenders from all Tenderers. In recognition of this principle and in signing Schedule 1: Form of Tender I/we warrant this is a bona fide Tender, intended to be competitive and that I/we have not fixed or adjusted the amount of the Tender or the rates and prices quoted by or under or in accordance with any agreement or arrangement with any other party.

I/We also confirm that I/we have not done and undertake that I/we will not do at any time any of the following acts:

Communicate to a party other than Sport England the amount or approximate amount of my/our proposed Tender (other than in confidence in order to obtain quotations necessary for the preparation of the Tender and/or insurance), enter into any agreement or arrangement with any other party that he shall refrain from tendering or as to the amount of any Tender to be submitted, or offer or agree to pay or give or pay or give any sum of money inducement or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused any act or omission to be done in relation to any other tender or the proposed Tender.

In this Schedule:

☐ The word "person" includes any person, body or association, corporate or incorporate ☐ The phrase "any agreement or arrangement" includes any transaction, formal or informal whether legally binding or not.

Schedule 3: Canvassing

TENDER FOR THE EVALUATION OF THE FAMILIES FUND PROGRAMME

I/We hereby confirm that I/we have not canvassed any member, officer, employee, or agent of Sport England or Other Contracting Body in connection with the award of the Contract for the evaluation of the Families Fund programme and that no person employed by me/us or acting on my/our behalf has done any such act.

I/We further hereby undertake that I/we will not prior to the conclusion of the Provider selection process canvass or solicit any member, employee, agent or provider of Sport England in connection with the award of the Contract the evaluation of the Families Fund programme and that no person employed by me/us or acting on my/our behalf will do any such act.

Schedule 4: Questionnaire

Specification Response

1.0 Knowledge and experience

1.1 Understanding the brief

The Families Fund is focused on increasing opportunities for families and children to do sport and physical activity together. The programme has been developed to improve activity levels amongst the 7 million children aged 5 to 15 in England; 4 in 5 of whom are not currently doing the recommended amount of daily exercise.

Substance understands that the first round of funding is focused on families in lower socio-economic groups and, more specifically, three priority groups defined in relation to:

- Education (those whose highest qualifications are at GCSE level)
- Employment (people in semi-routine occupations)
- Income (those who earn less than the average take home pay each month)

The Families Fund is an innovative approach to tackling inactivity amongst children and young people. It is predicated on findings from Sport England's insight team and other research that shows that families can play key roles in shaping children's attitudes and behaviours in relation to physical activity and sport.¹

Interventions funded by the Families fund are designed to be fun, enjoyable experiences. The focus is not on providing 'traditional' sport clubs/activities, but rather on:

- 'Getting out as a family' (getting out the house; walking, cycling, swimming)
- 'Getting Around' (building activities into travel routines; building in incentives; gamification)
- 'Free play' (unstructured activities; children being free to express themselves)

Substance understands the evaluation of the Families Fund has the following objectives:

- To test the feasibility of families taking part together, and understand the impact of the funded projects on the objectives of the fund
- To generate learning that increases understanding of how families in lower socio-economic groups can be engaged in sport and physical activity, identifying 'what works' to change behaviour and achieve the desired outcomes
- To identify opportunities for delivering at scale and therefore have an increased impact
- To identify lessons and provide learning in a suitable format to inform delivery by funded projects and potential future deliverers

¹ See for instance:

Lennart Raudsepp & Roomet Viira (2000) Influence of Parents' and Siblings' Physical Activity on Activity Levels of Adolescents, *European Journal of Physical Education*, 5:2

Cheryl A. Zecevic et al (2010) Parental Influence on Young Children's Physical Activity, *International Journal of Pediatrics*, vol. 2010

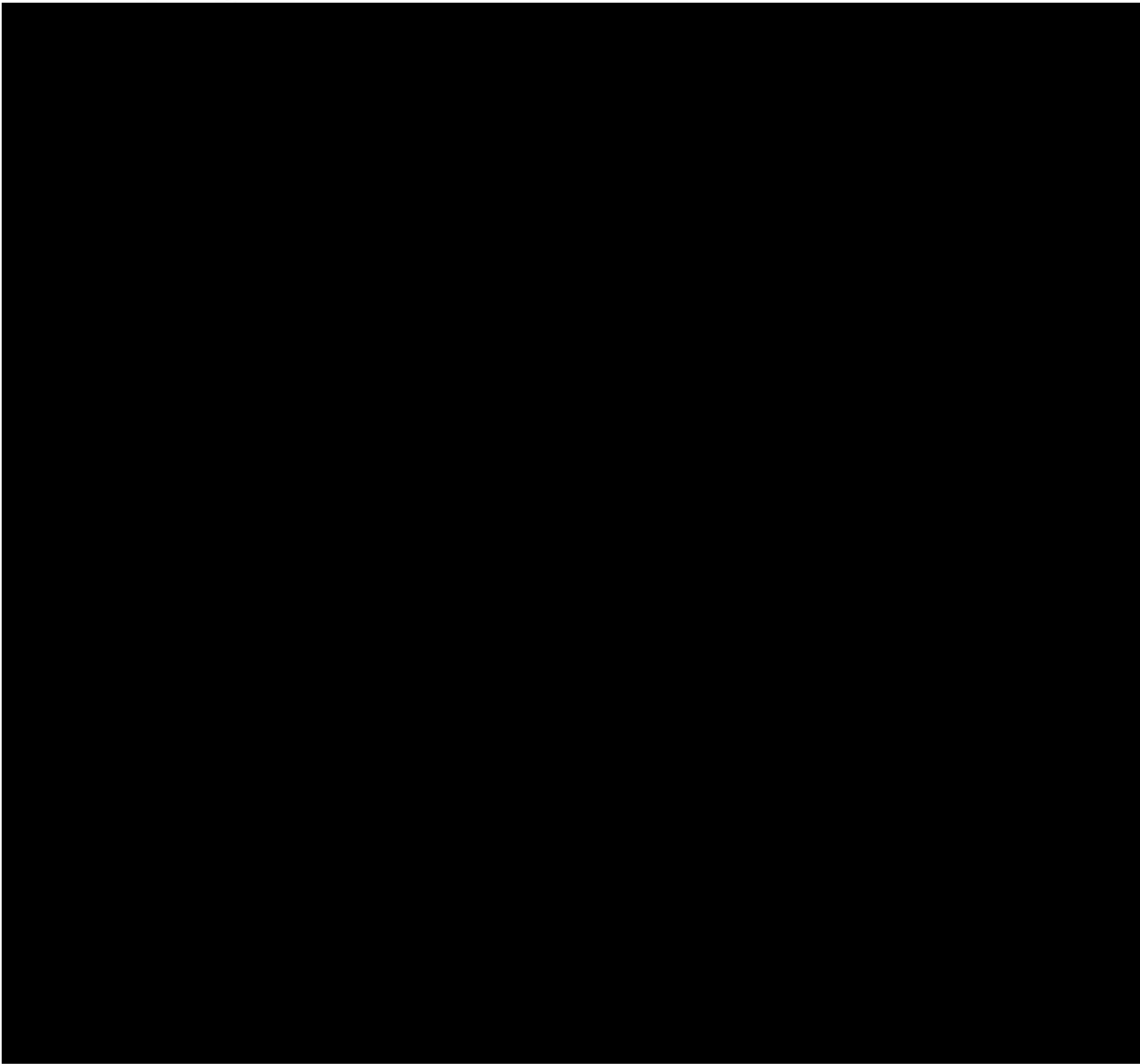
Stewart G. Trost et al (2011) Parental Influences on Physical Activity Behavior in Children and Adolescents: A Brief Review, *American Journal of Lifestyle Medicine*, 5:2

1.2 Company and staff experience

Substance and its staff have vast experience of conducting evaluation, consultation and support work with the target populations, organisations and interventions types involved in the Families Fund.

1.2.1 Working with target populations and similar interventions

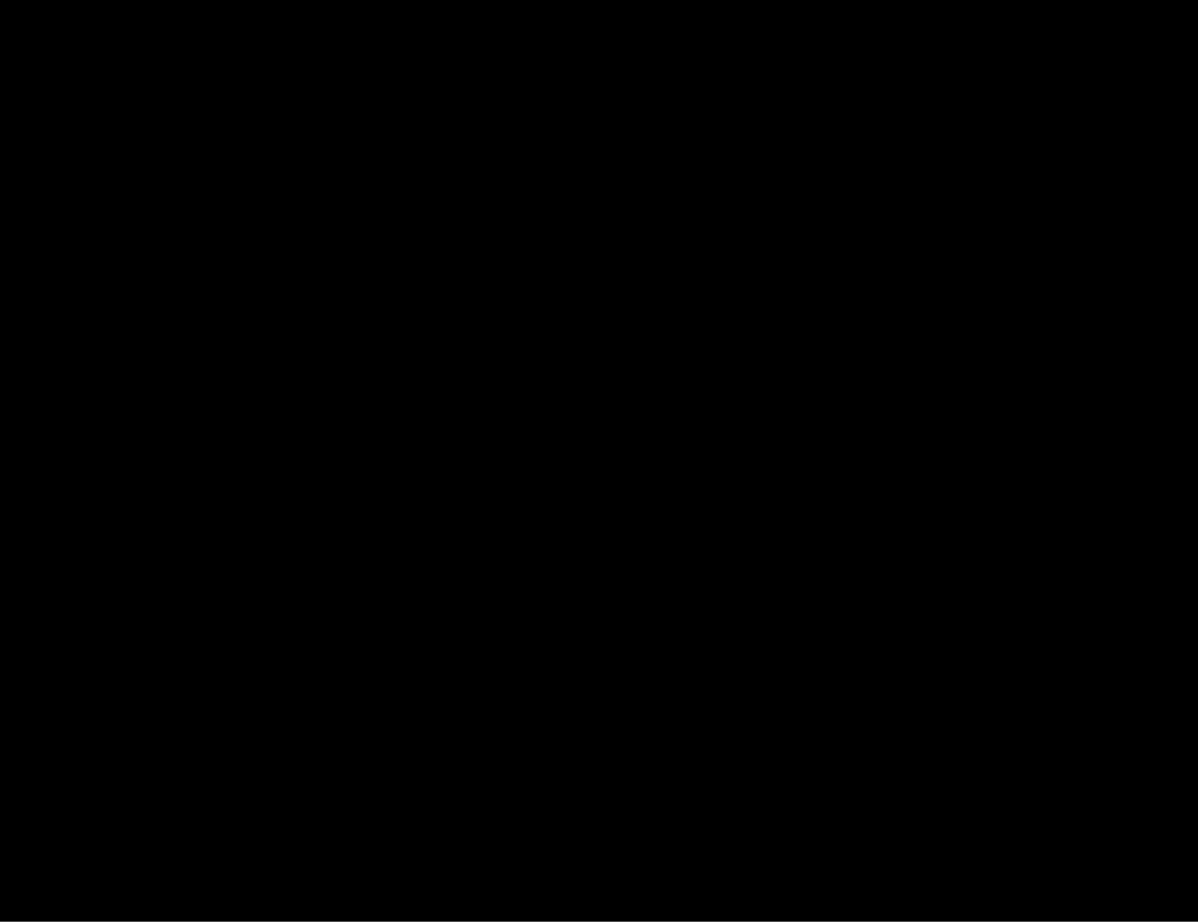
Substance specialises in working with projects and organisations who support children, young people and families in economically disadvantaged areas. Indeed, senior staff at Substance are among some of the most experienced in the country in evaluating sport and other activity projects aimed at improving social outcomes for disadvantaged young people.



1.2.2 Working with similar organisations


Through its evaluation and other work, Substance has extensive experience of supporting the full range of organisation types currently engaged in the Families Fund.

Most of Substance's evaluative work on sport interventions targeted at children and young people has been focused on projects run by small public, community and voluntary sector organisations. The Positive Futures programme referenced above was run by local authority leisure service departments, small volunteer-led organisations and third sector agencies focused on tackling social disadvantage. Substance supported all these organisations to contribute to the evaluation and conducted detailed case study research to understand the influence of different organisational cultures and practices on interventions.



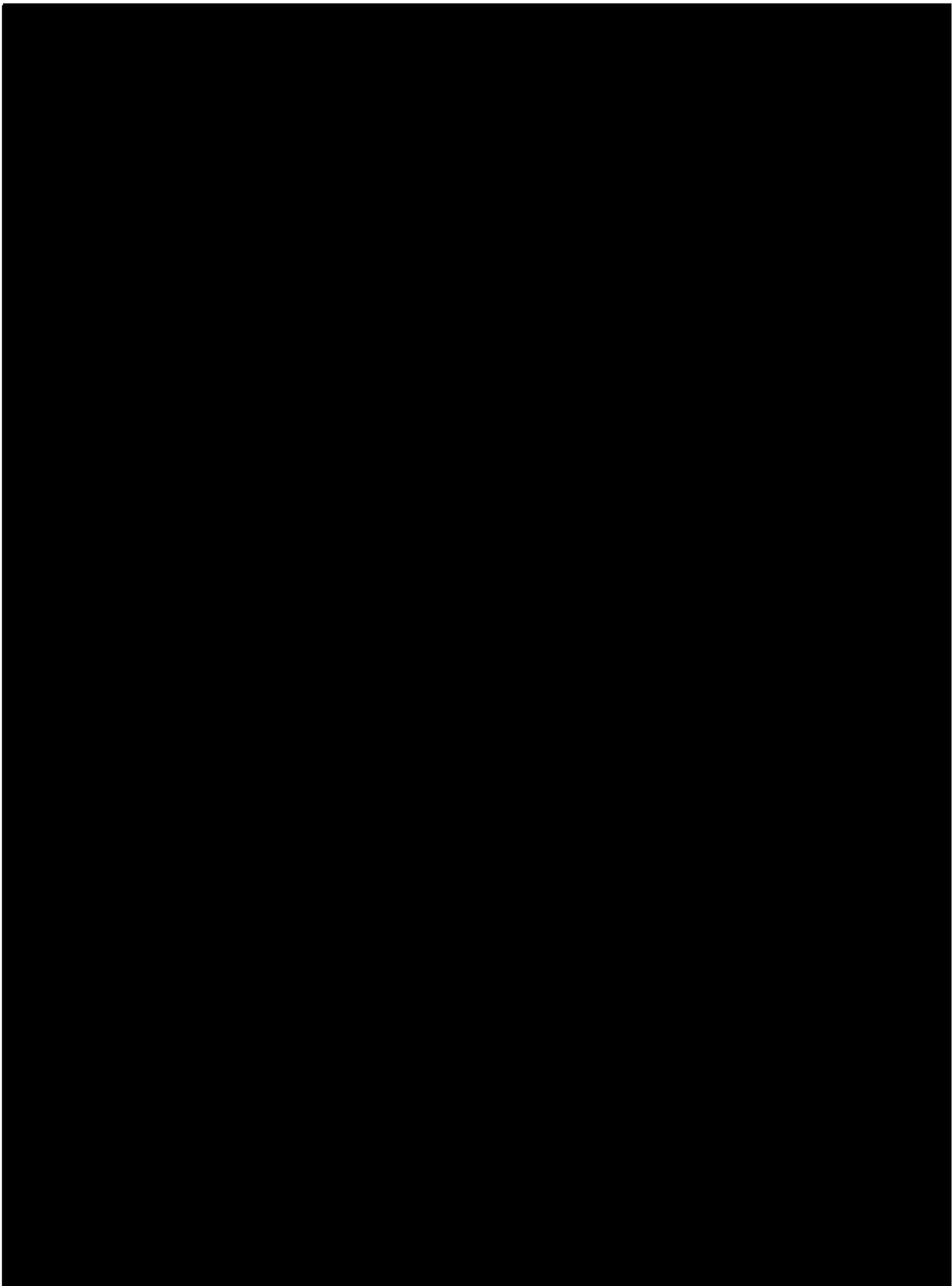
1.2.3 Other relevant experience

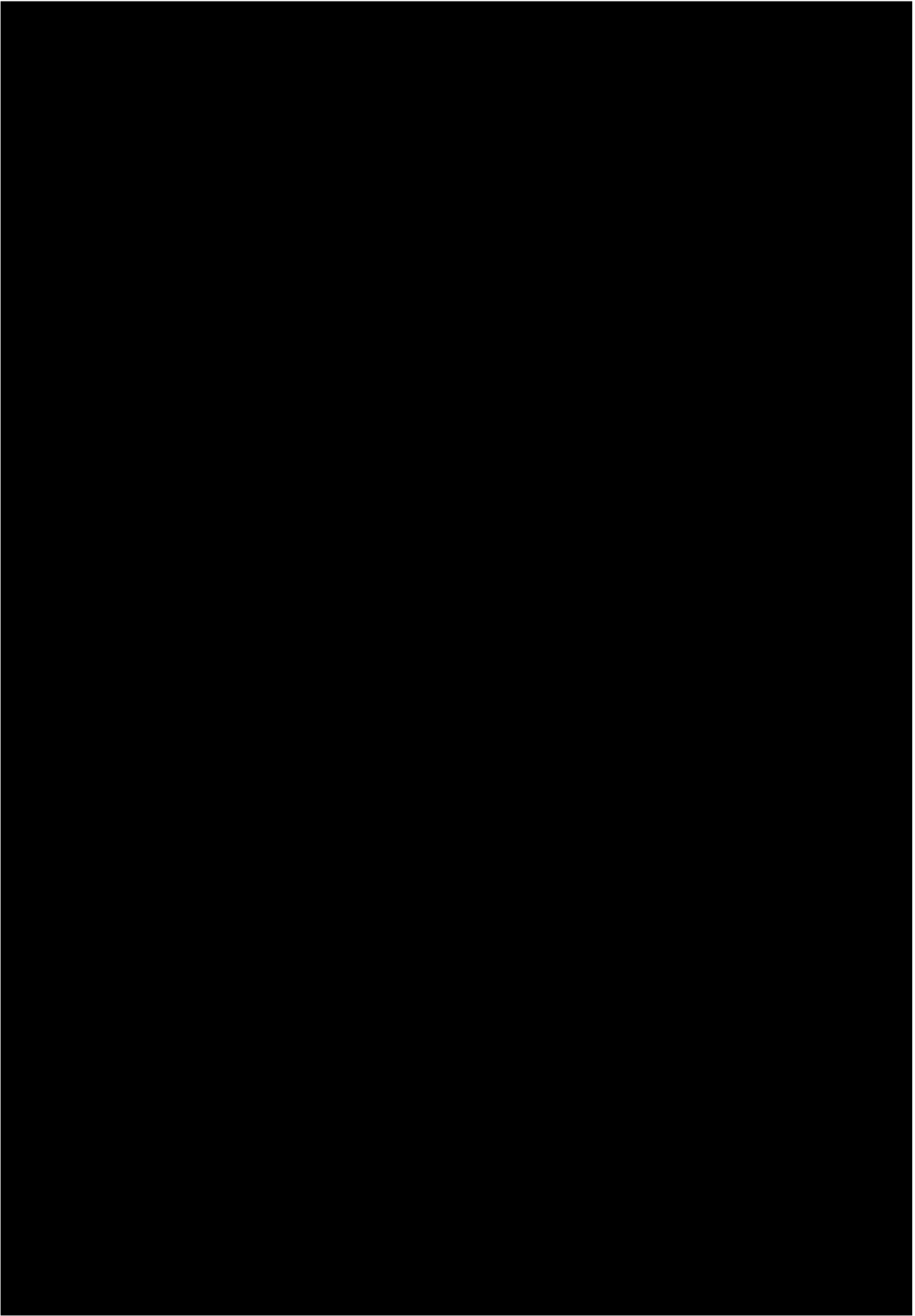
Substance is a technology, as well as a research, company and has built several commercial and bespoke data collection systems used by public, community and voluntary sector organisations. Substance's inhouse research and technical teams are experienced and skilled in:

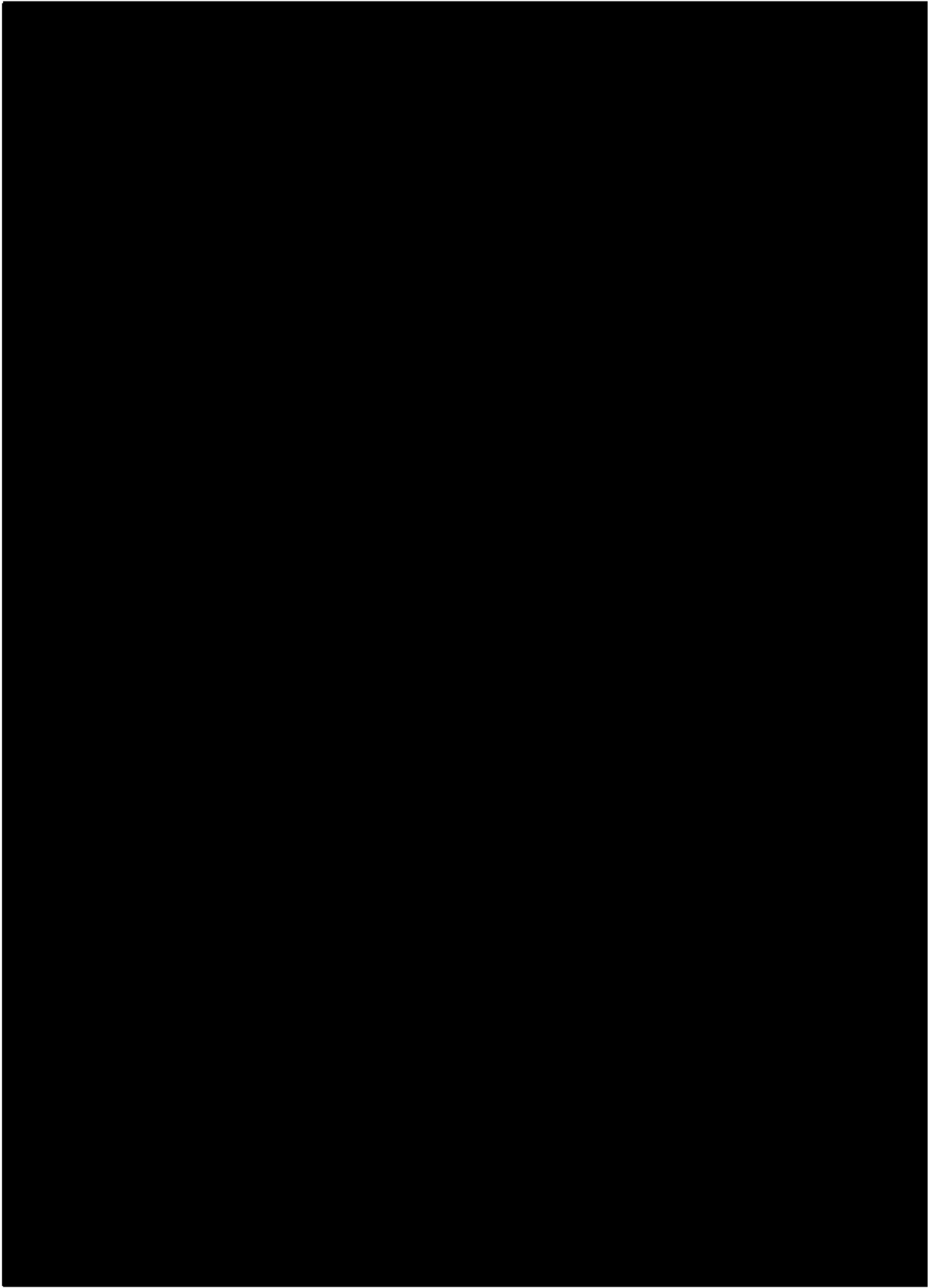
- Creating data schemas aligned to evaluation frameworks and/or theories of change
 - Building bespoke database structures to capture project data
 - Designing user friendly data entry systems for frontline staff
 - Handling multiple data formats for import
 - Supporting and training clients, face-to-face and remotely
- 

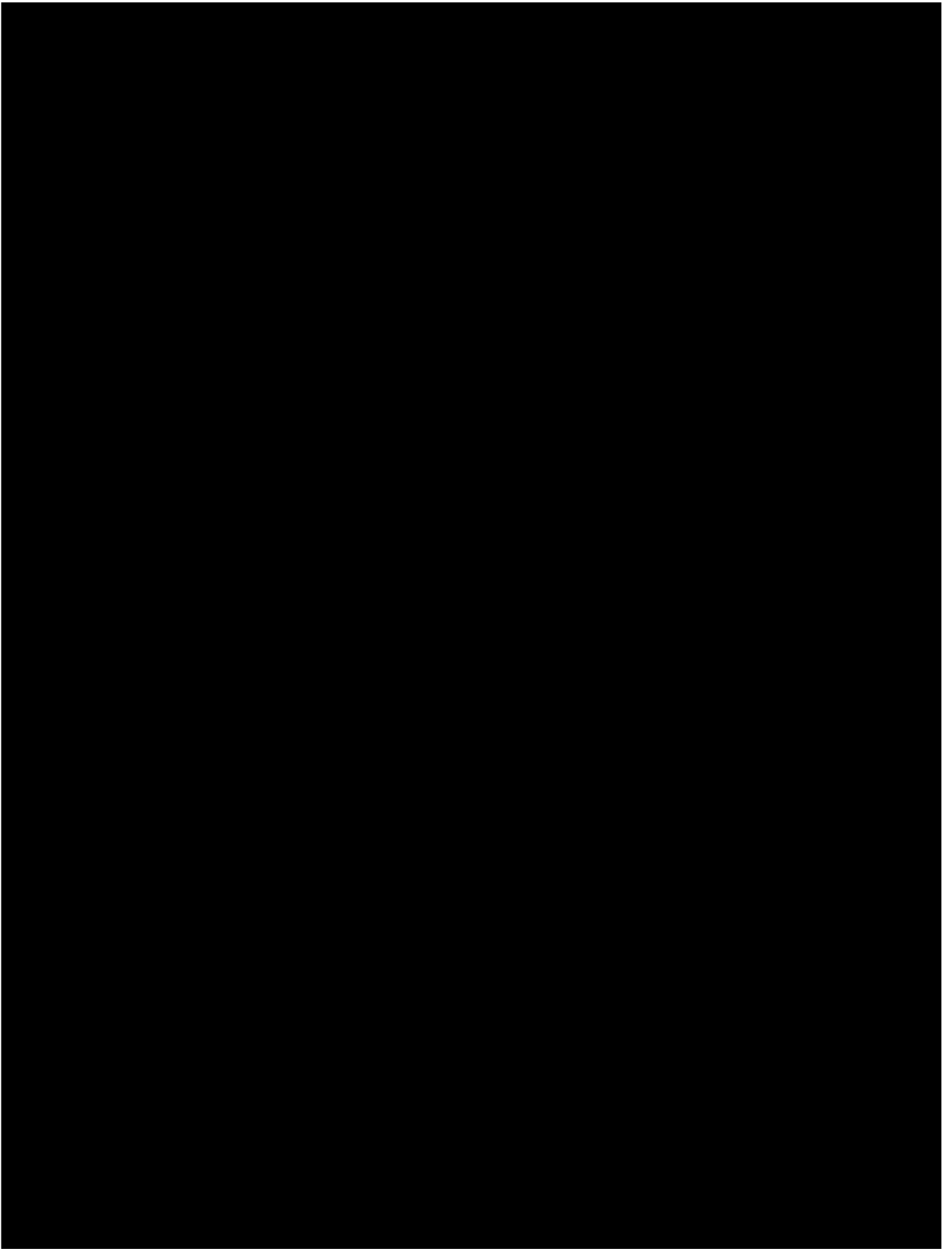
1.3 The influence of experience on our proposed approach

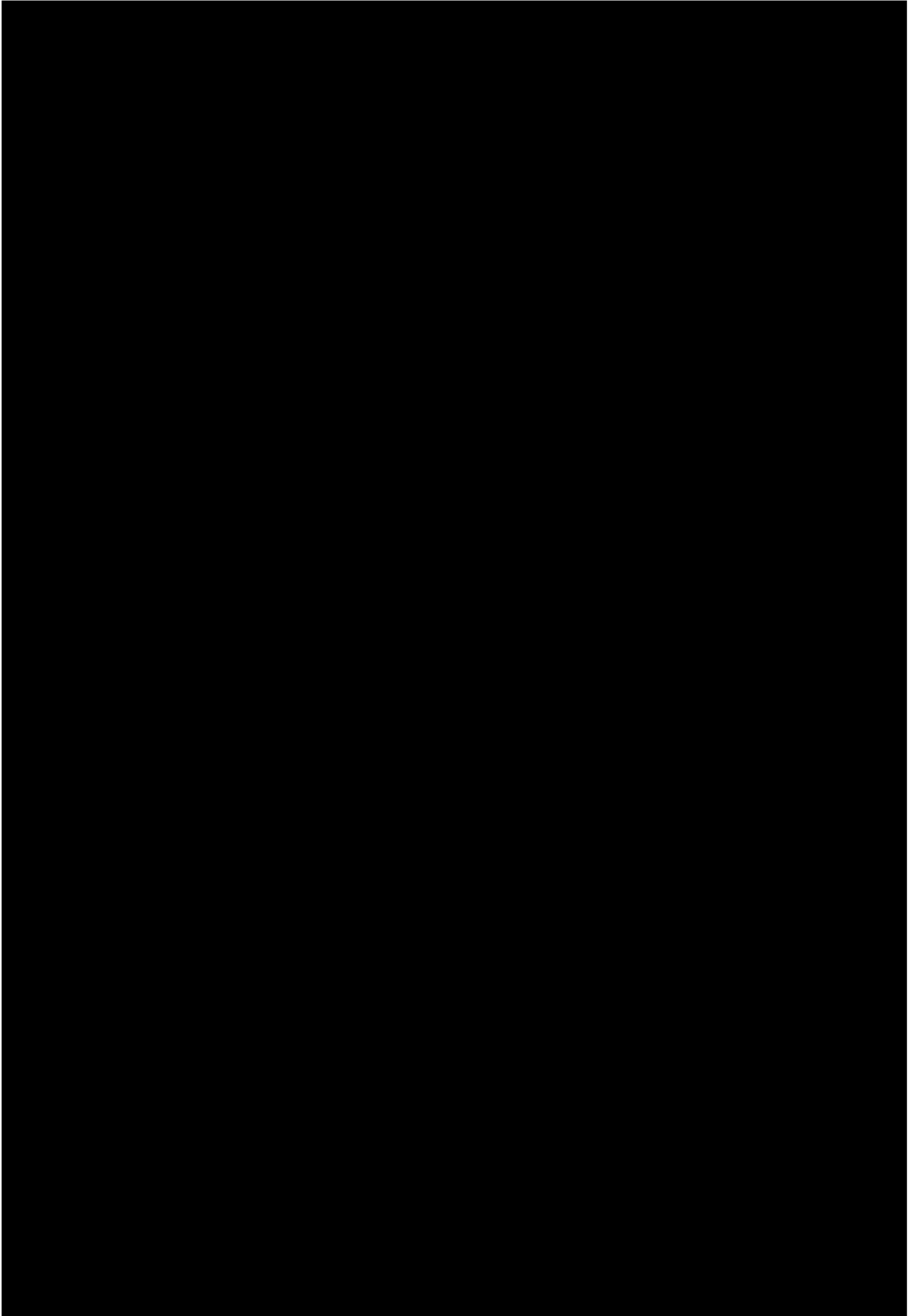


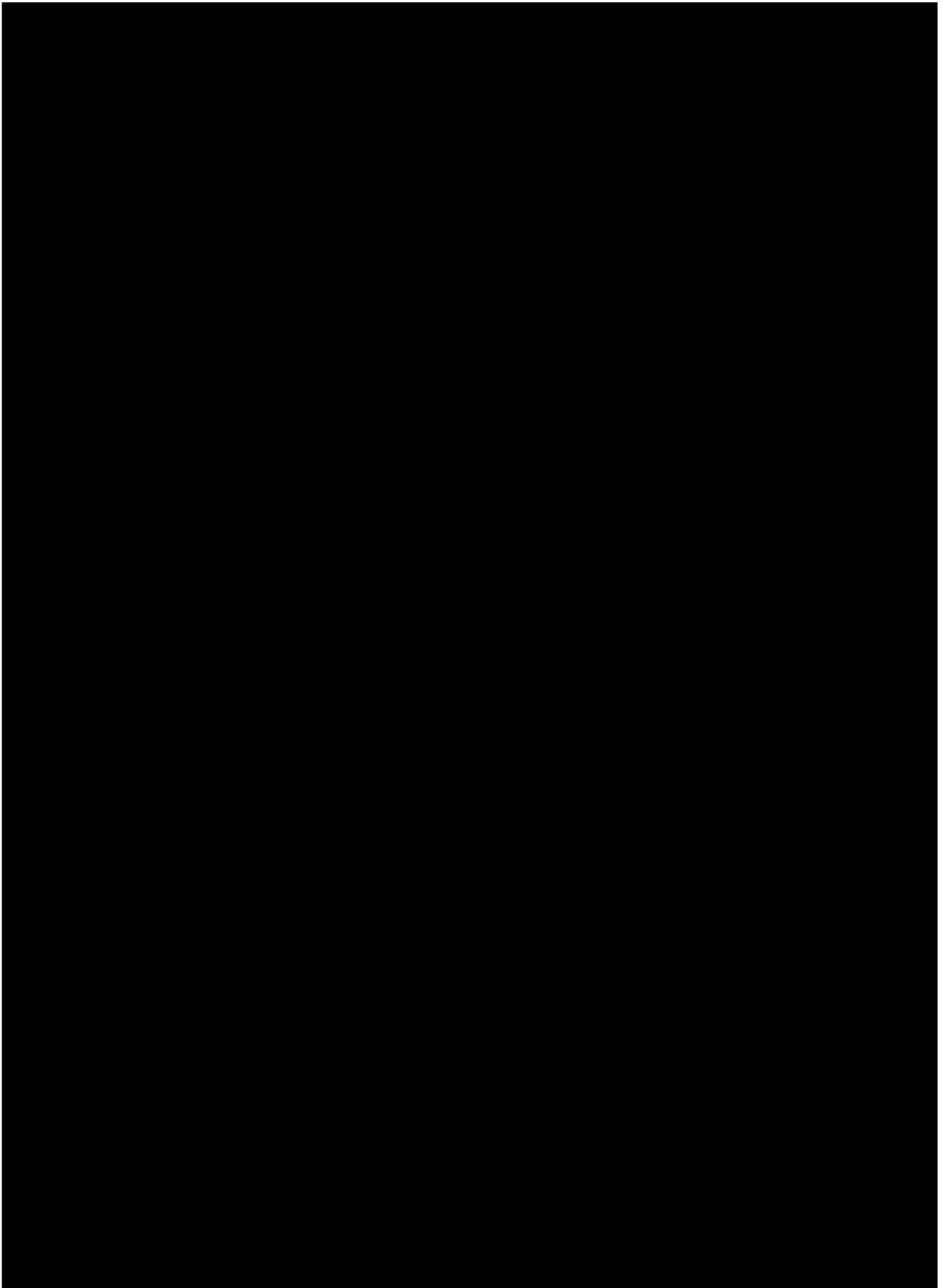


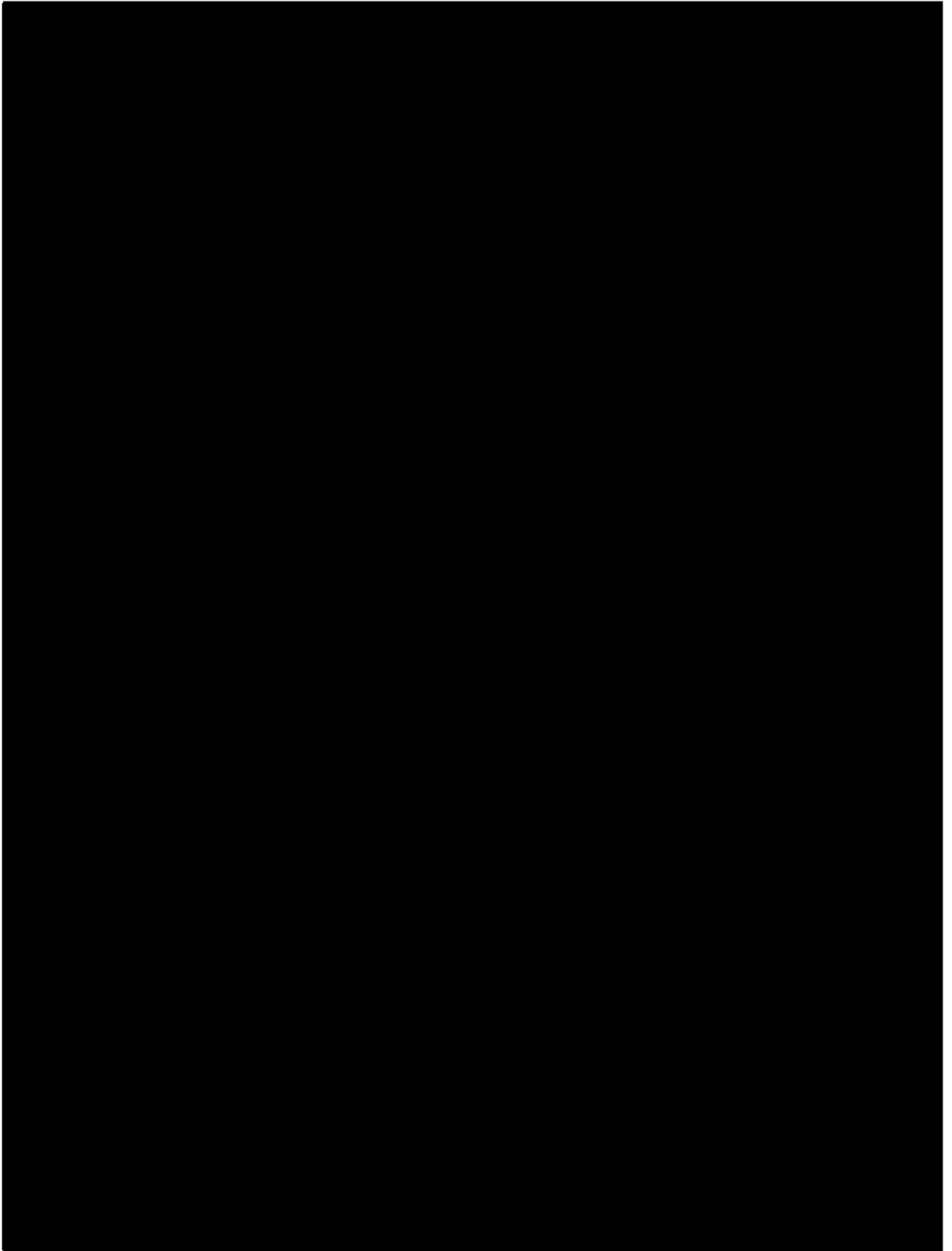


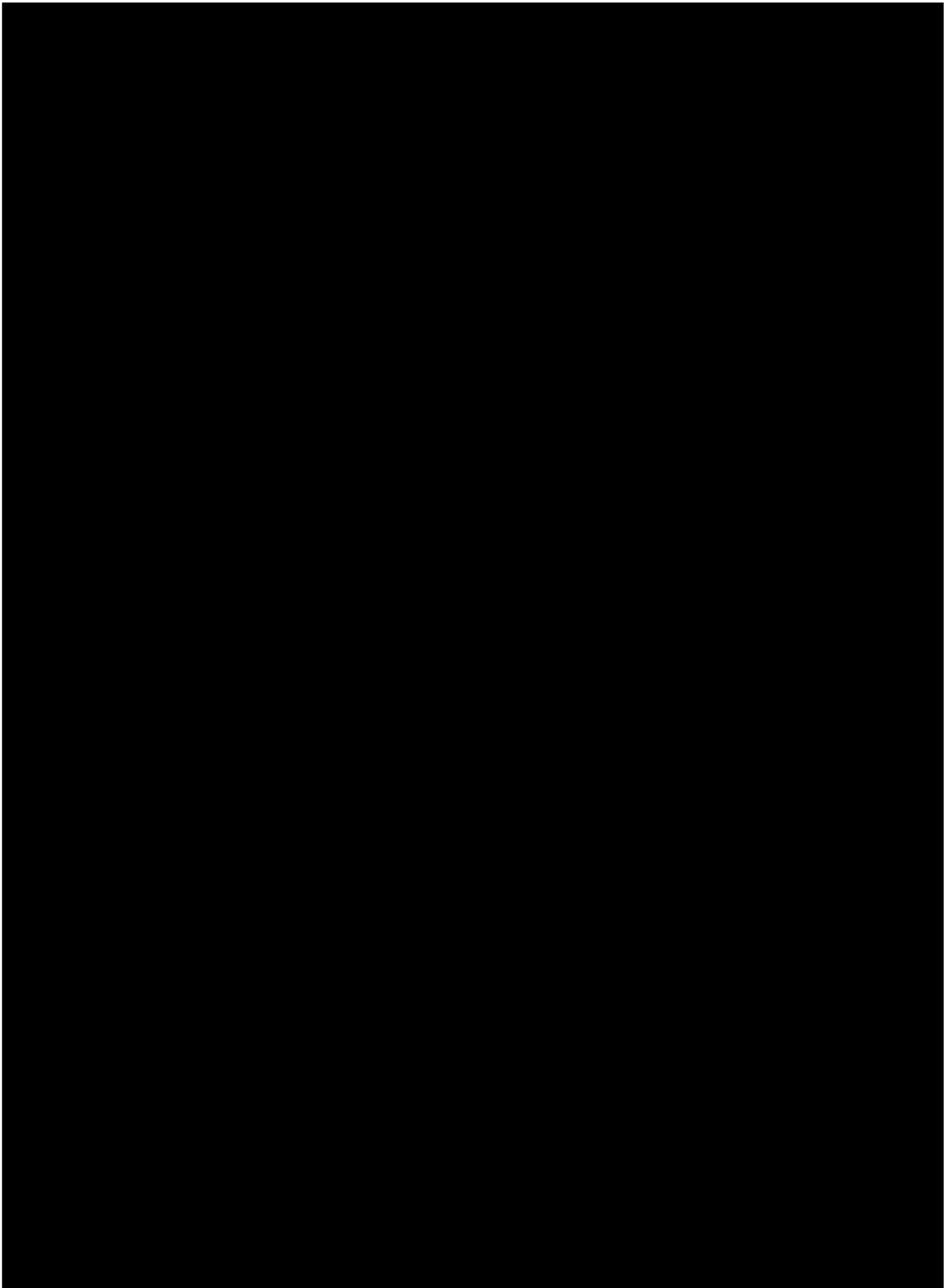


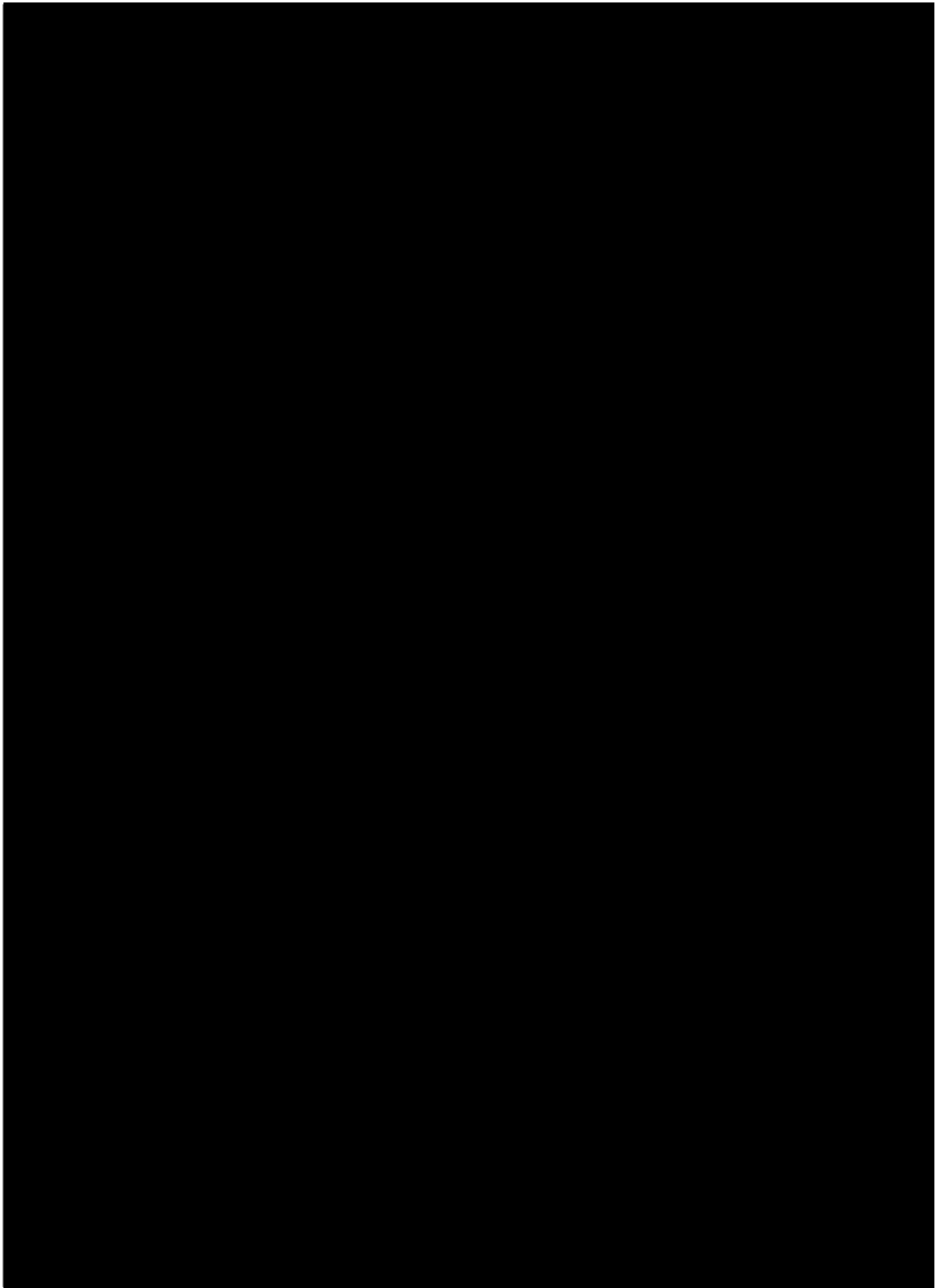


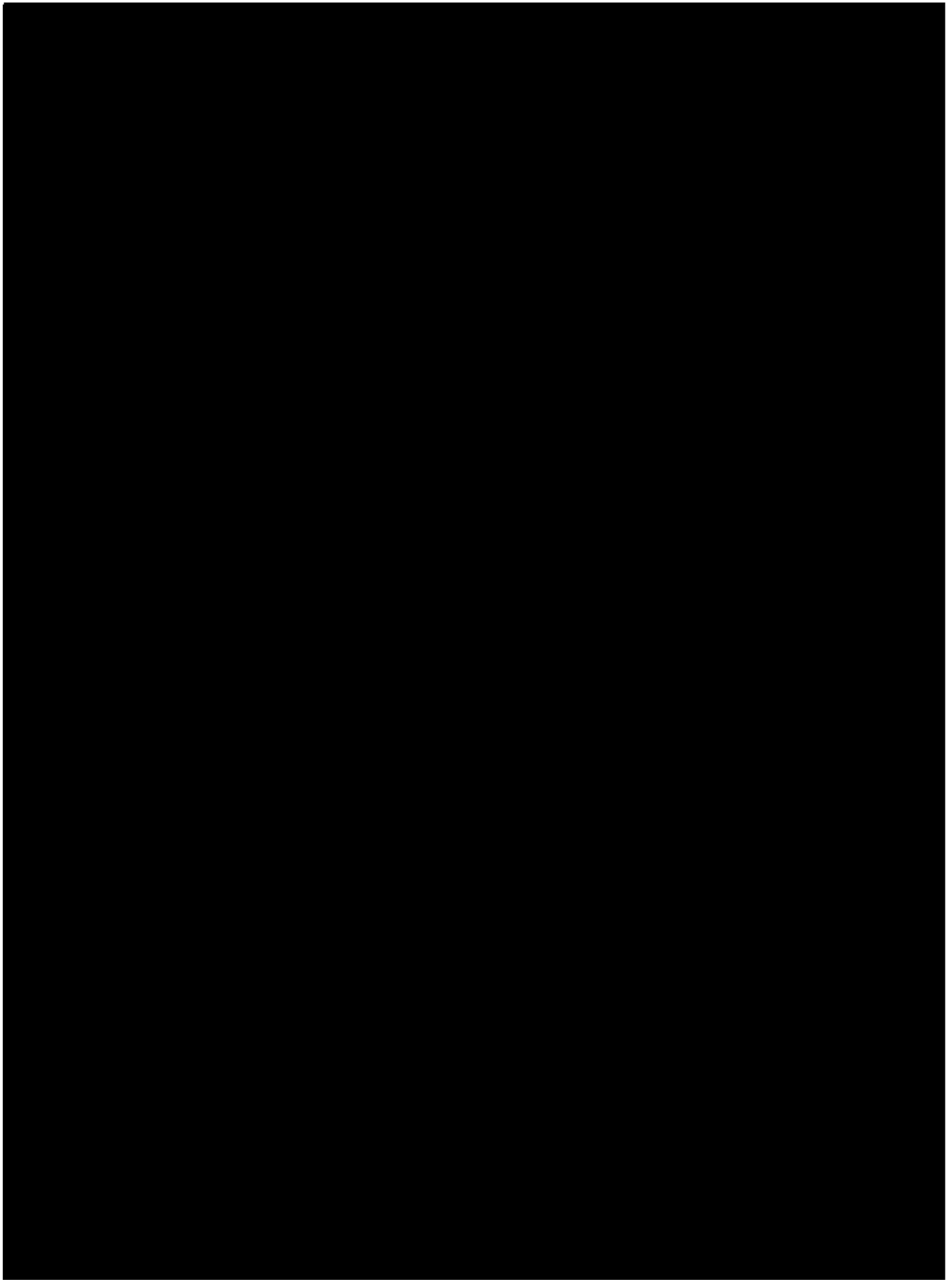


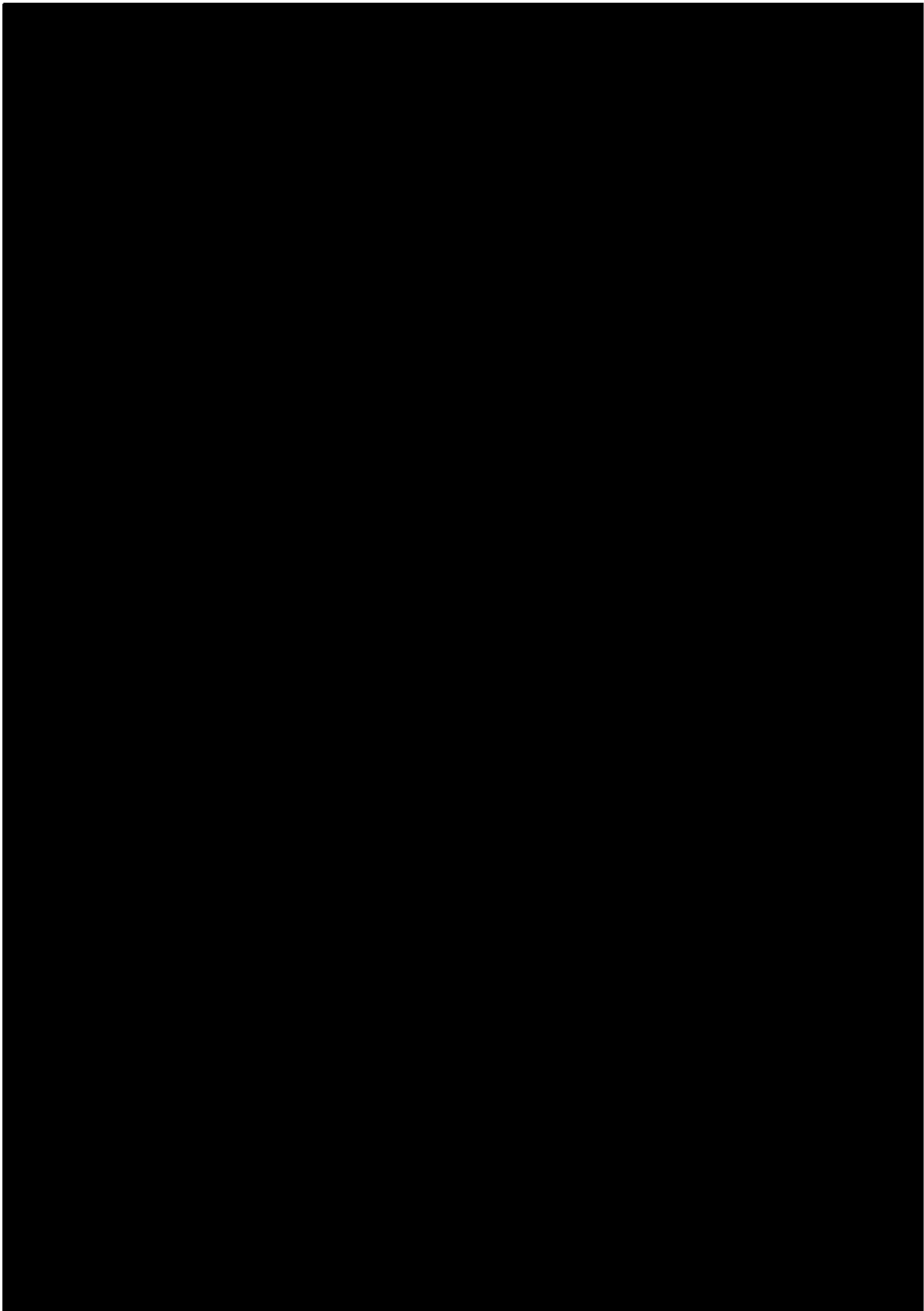














5.0 Data Protection

- a) *What measures do you have in place or are proposing to have in place to ensure that both you and your customers will be compliant for the purposes of the GDPR and the imminent Data Protection Act 2018 (currently the Data Protection Bill)?*

Substance established an internal GDPR working group in 2017 to prepare the company for transition to the new legislation. Led by the company's Data Protection Officer, the group has:

- Received presentations a guidance from legal and other external experts
 - Developed an action plan with key deliverables
 - Reviewed and updated all internal guidance documents
 - Reviewed and updated all data handling and storage procedures
 - Led training for staff on how to implement new procedures
 - Reviewed and updated all relevant contracts
 - Published new Data Processing Statements, Privacy Policies and a Data Processing Contract Addendum
- b) *Will you be acting solely as data processor in relation to the personal data which you may be processing on behalf of Sport England (and, if not, in what capacity and data sets will you be acting as a data controller)?*

In this evaluation, it is anticipated that Substance will act as a data controller in two respects:

- Collecting survey responses directly from families and participants
 - Collecting qualitative data in case study settings
- c) *What operational and technical security measures do you employ to keep the service, and/or any personal data conveyed via the service secure?*

Substance is ISO27001 accredited and was first awarded accreditation for data and information security and management in October 2010. Substance's most recent audit was conducted in August 2017 and it is due for a new audit before the start of this contract.

Substance has a comprehensive approach to on and off-line data security. The company has strict access controls and procedures to govern the handling of client and company data. Our data systems are subject to annual penetration tests and are also audited by an ISO27001 external evaluator on an annual basis to ensure continued compliance with the standard.

Substance staff are trained and encouraged to monitor for security incidents and breaches of information confidentiality. In line with GDPR, Substance staff will always inform clients and/or other individuals of data security incidents, providing full details of the nature and extent of the breach.

- d) *What insurance cover do you have in place and do you have any specific stand-alone cyber insurance cover?*

Substance has:

- Employer's Liability Insurance (£5m)
- Public Liability Insurance (£5m)

- Professional Indemnity Insurance (£1m with intention to move to £5m by the start of this evaluation)

Substance is currently in the process of purchasing cyber insurance cover and will expect to have this in place by the start of this evaluation.

- e) *What back-up and business continuity plan procedures do you have in place to mitigate against data losses and/or outages?*

Substance has a comprehensive approach to backing up client and company data. All databases are backed up on a nightly basis in at least two locations and servers used by Substance are imaged so that new servers can be created at short notice. In the event of a complete system failure where the server image was also lost, codebases would be restored from offsite SVN repo and data restored from remote backups.

The buildings in which Substance's systems are hosted are bomb and fire resistant. Power supply is secured using UPS back-up generators with separate power suppliers from separate grids.

Substance also has comprehensive, more general business continuity processes and procedures. Staff are routinely trained in their implementation to ensure the smooth continuation of business operations should an incident ever occur.

- f) *What transition plans will you offer to migrate the service to a new supplier or back to Sport England at the end of the relationship?*

Substance will ensure that all data schemas and databases used as part of this evaluation are fully documented (along with any technical dependencies). This will ensure that they can be transferred to other suppliers and/or Sport England without problems.

Once data has been transferred to a new supplier and/or Sport England all remaining copies will be comprehensively and securely deleted by Substance.

- g) *Please confirm that you agree to the updated changes, required by Sport England, pursuant to the Procurement Policy Note (PPN-as set out below) which should be attached to the clarification (and what, if any effect, this may have on the pricing and liability limits offered under the G-Cloud9 framework currently)?*

<https://www.gov.uk/government/publications/procurement-policy-note-0217> (PPN)

Substance agree with the PPN (and its successor PPN 02/18) and confirm it will not have any effect on the pricing and liability limits offered

- h) *What if any part of the service(s) to be provided are hosted or accessed outside the European Economic Area (EEA)?*

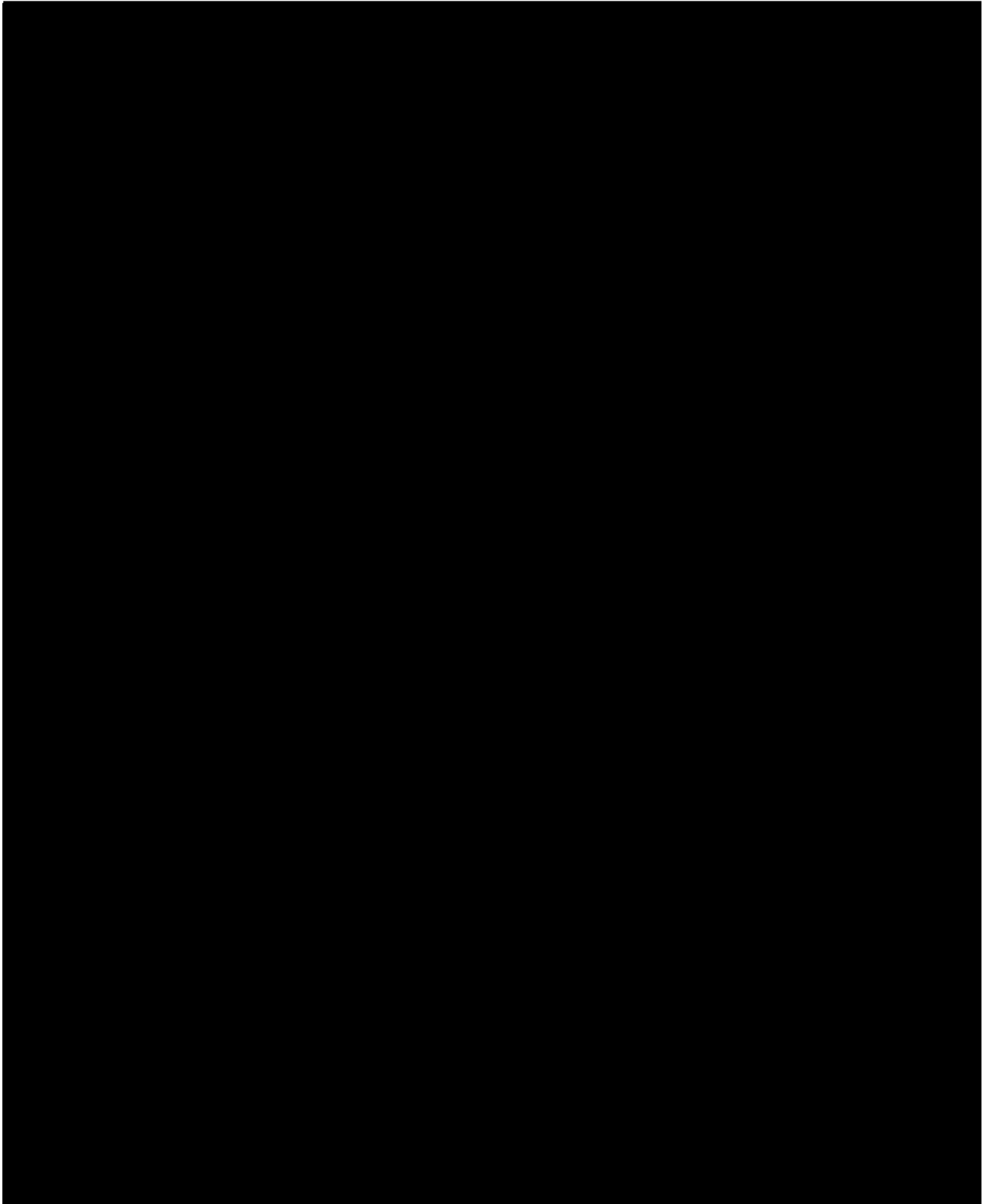
None of the services or associated data are hosted outside of the EEA.

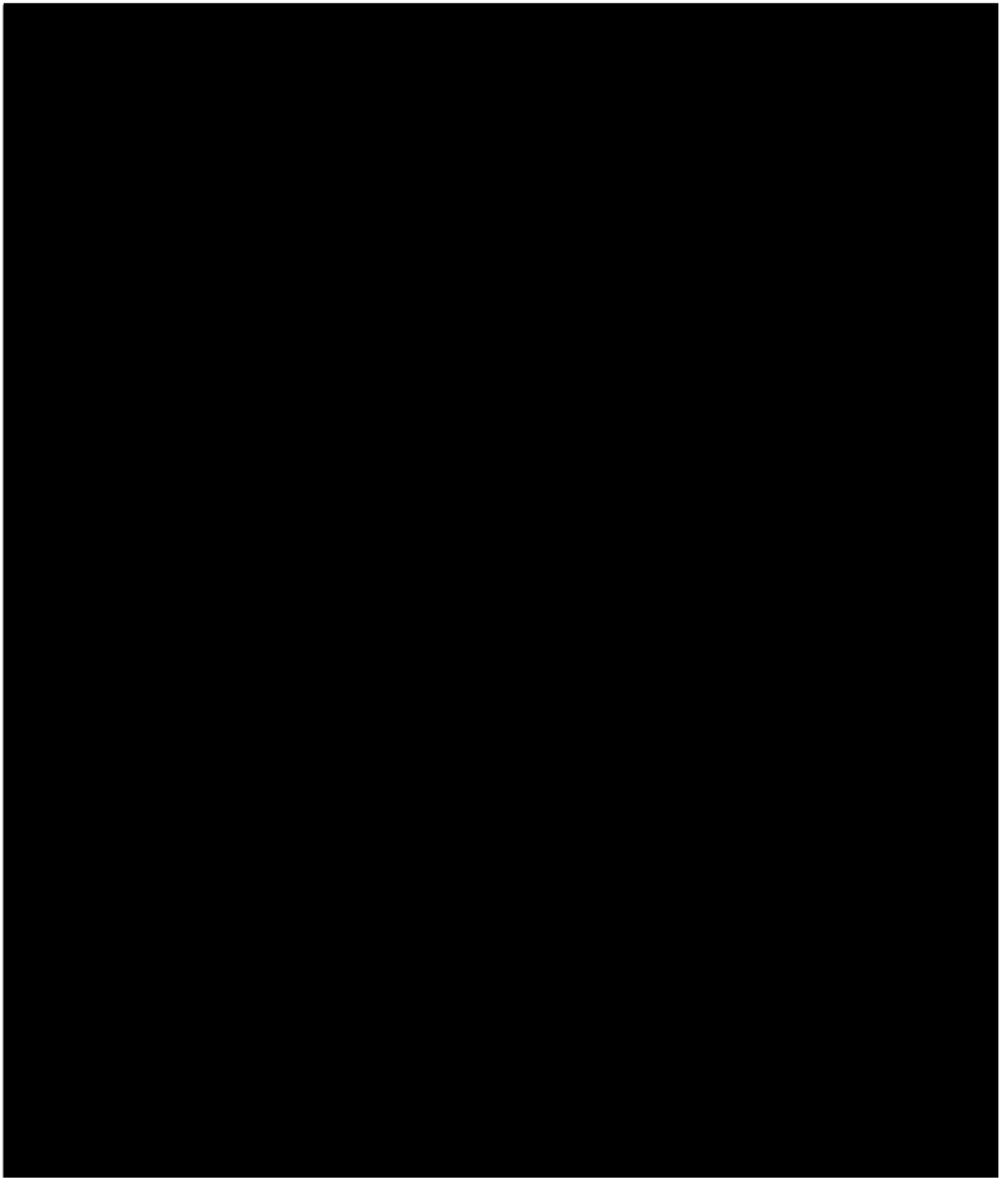
Commercial Response

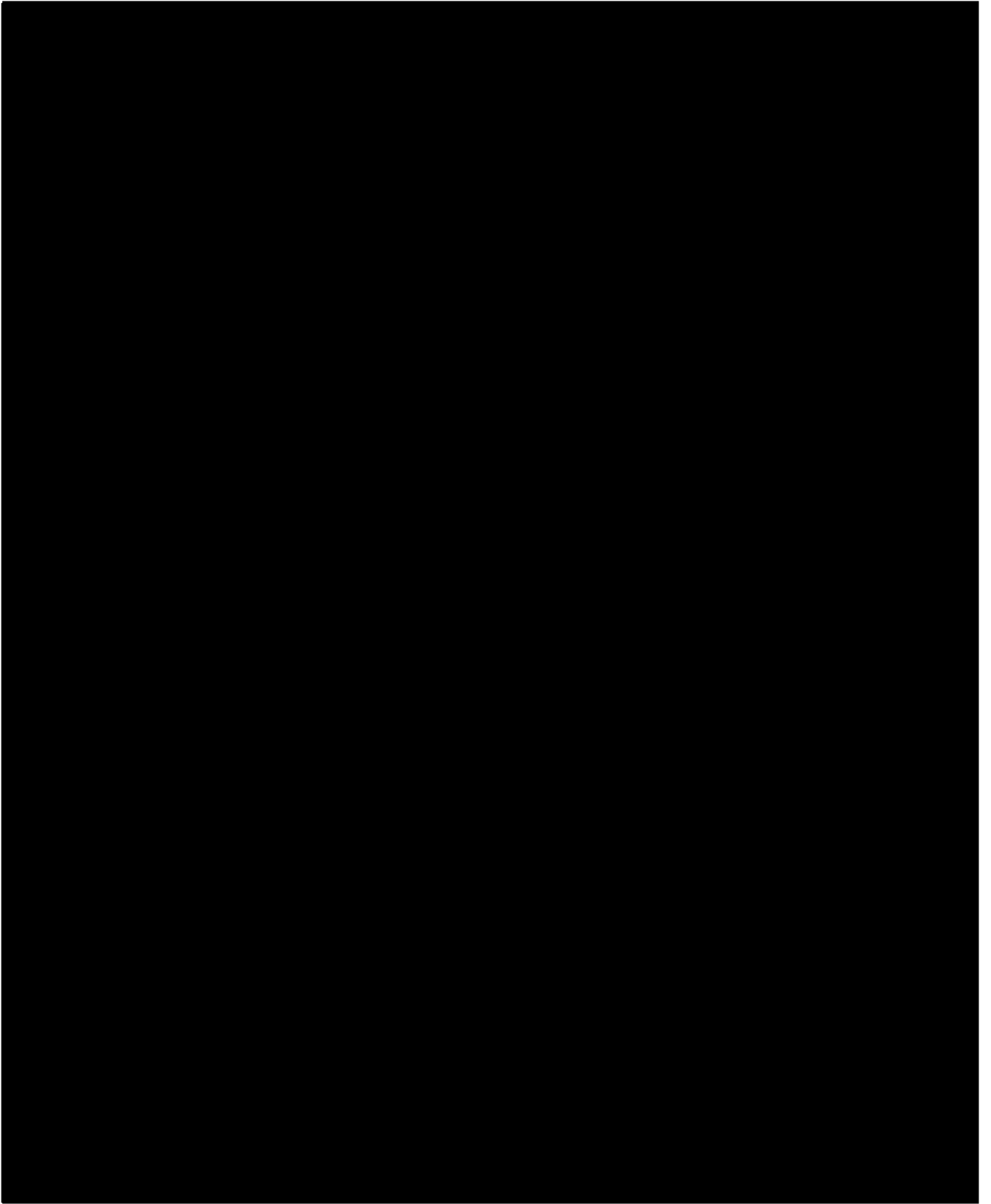
Commercial Requirements (Weighted at 30% of the overall evaluation)				
Individual initials	Role	No. of days	Cost per day	Price (excl. VAT)

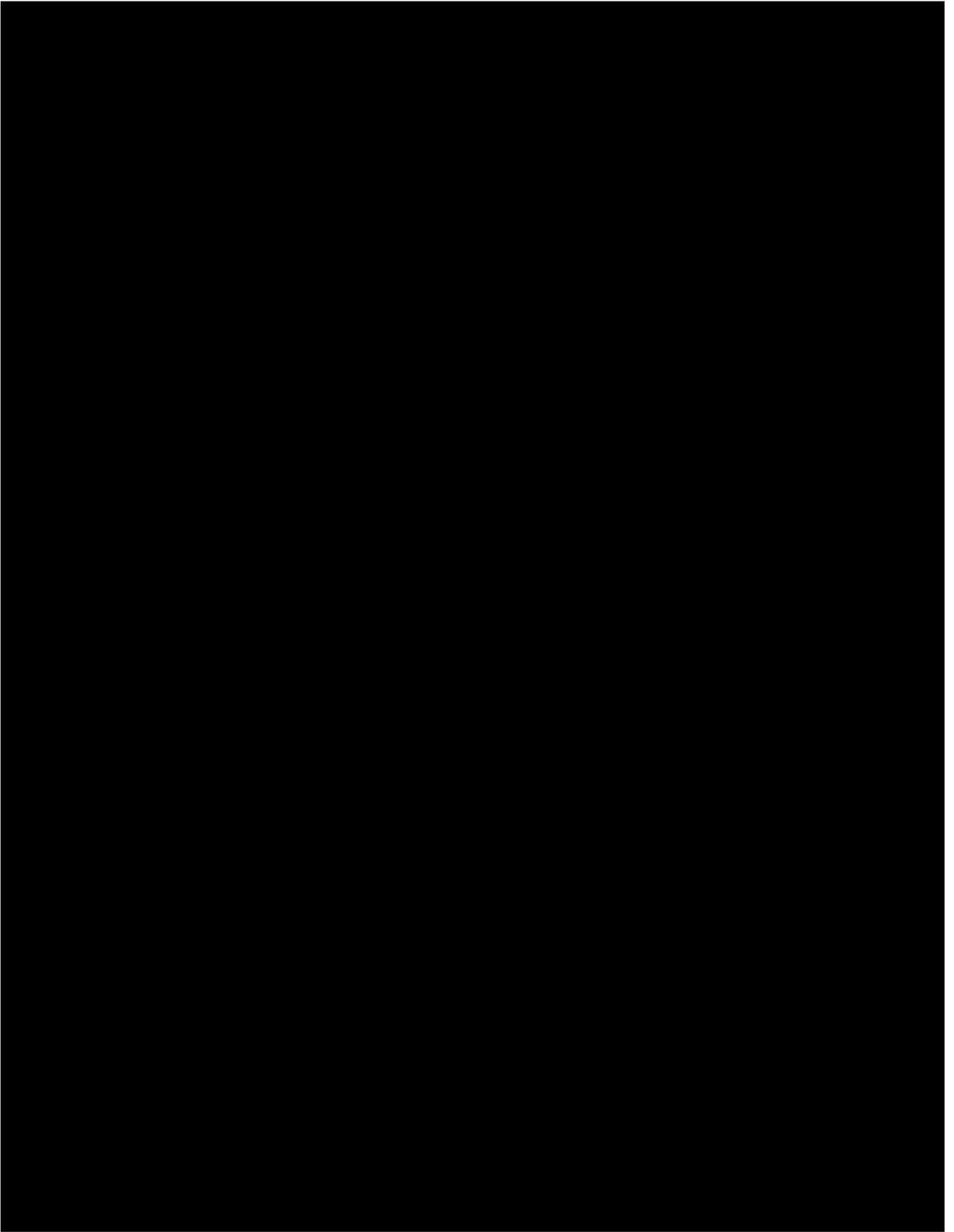
Payment Milestones	
Item (please specify)	Price per Milestone (excl. VAT)

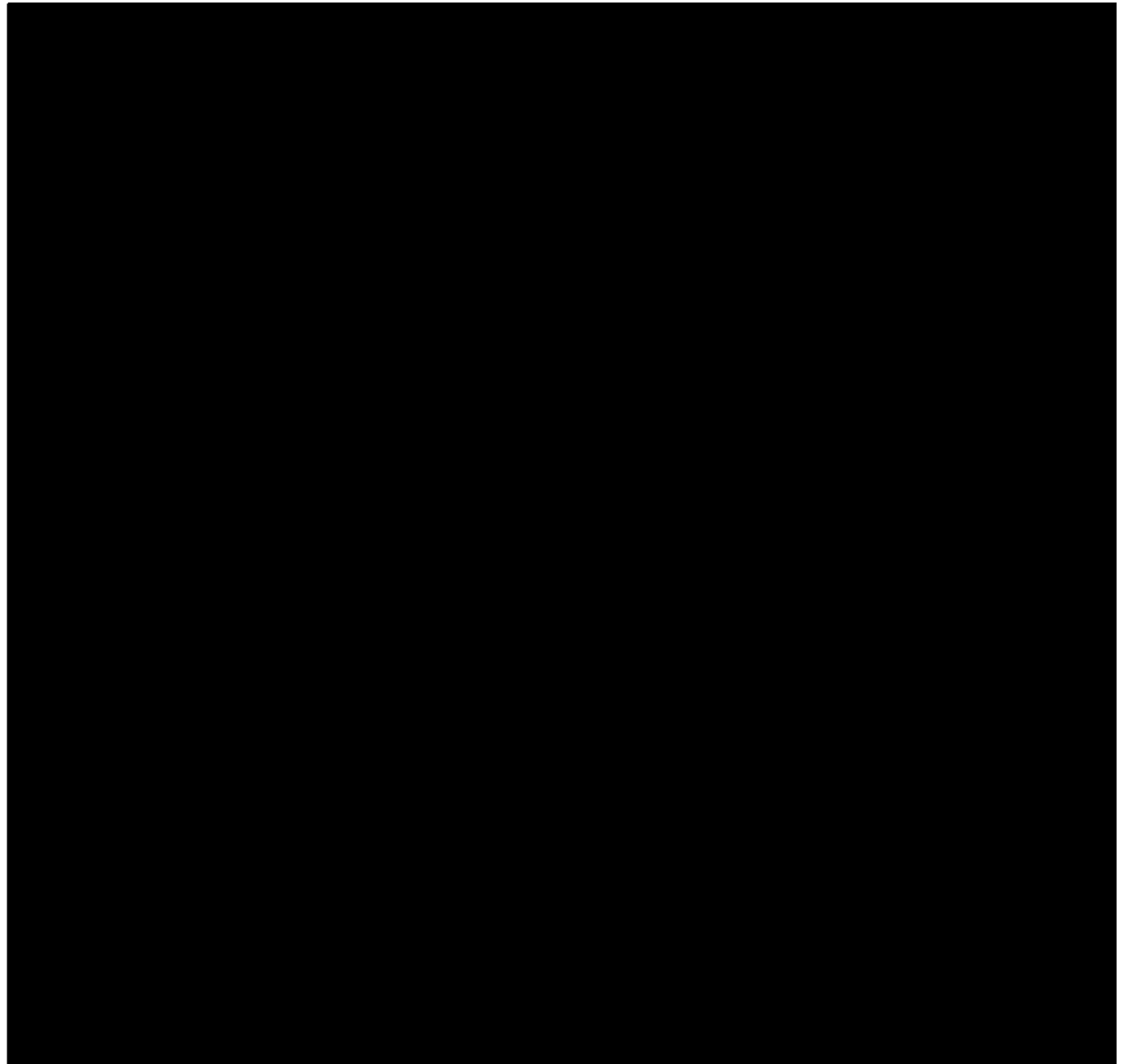
Total price (excl. VAT)	
£119,450	

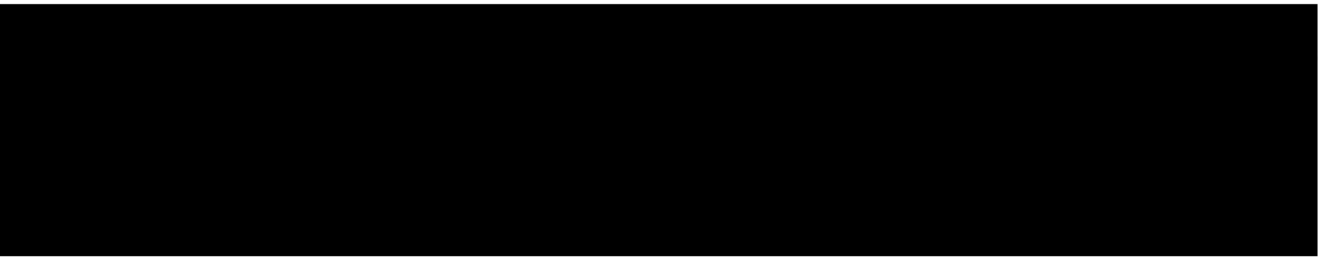












Schedule 4 (Schedule of Services)

The Services shall be provided by the Supplier to Sport England's satisfaction and are detailed in Schedule 2 (Invitation to Tender) and Schedule 3 (Response to Tender) and include:

Service	Timeline for delivery
Inception meeting	27 September 2018
Initial consultation interviews (to be held with Sport England and Projects)	September 2018
Documentary / desk research	September 2018
Production of evaluation framework / Project initiation document	September and October 2018
Review quantitative templates, tools, guidance documents and data schemas	September 2018 – March 2019
Conduct interviews and consultation with projects	September and October 2018
Produce survey instruments	November and December 2018, and annually reviewed
Project segmentation and case study selection	November and December 2018
Consultation with selected case studies	November and December 2018
Specify data collection portal	October 2018
Build data collection portal	November and December 2018
Respond to feedback from Sport England and projects	Early January 2019
Provide support workshops and visits	December and January 2019, and periodically throughout the duration of the Contract
Produce project support resources	December and January 2019 and periodically throughout the duration of the Contract
Produce project support resources	November and December 2018 and periodically throughout the duration of the Contract
Conduct case study visits	From January 2019 and periodically throughout the duration of the Contract
Conduct regular quantitative data analysis	January 2019 and every six months thereafter
Conduct advanced quantitative data analysis	From August 2019 and annually
Conduct qualitative data analysis	From January 2019 and periodically throughout the duration of the Contract
Produce six-monthly high-level data reports	From January 2019 and periodically throughout the duration of the Contract
Produce annual (or 'final') reports	August 2019 and annually thereafter
Specify online resource and learning centre	September 2019
Deliver and populate online resource and learning centre	September and October 2019 and periodically thereafter for the duration of the contract.

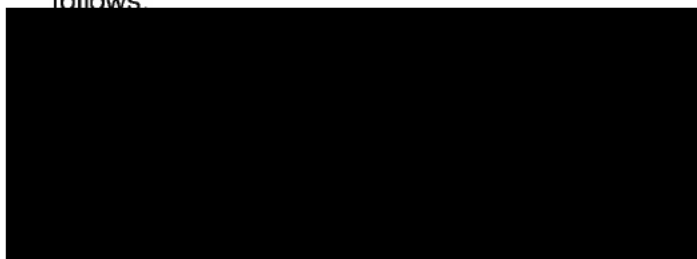
The Supplier shall provide a detailed project plan with fixed milestone dates for the above Deliverables within 10 working days of the inception meeting, for Sport England's approval.

**Schedule 5
(Fee Arrangements)**

Part 1 - Price

1. Contract Price

The total contract price is capped at £119,450, which is broken down into phases as follows:



2. Rates

The total contract price is based on the below rates:

Rate	No. of days	Cost per day	Price (excl. VAT)
[Redacted Table Content]			

3. Expenses

Travel

Subject to agreement, travel costs to and from the agreed Site shall be at the Supplier's expense. Travel time shall be at the Supplier's expense.

Train fares to anywhere other than to the Site shall be at Sport England's expense. Sport England shall reimburse expenses for 2nd Class travel only, unless otherwise agreed.

Any flights which the Supplier requires will need to be approved in writing, in advance, by Sport England and where such written authority has been provided shall be at Sport England's expense.

Mileage to anywhere other than to the Site shall be charged at £0.40 per mile.

Telephone Charges

Telephone Charges shall be deemed to be included in the Supplier's charges.

Hotels

All bookings shall be at the Supplier's expense unless otherwise agreed with Sport England and the Supplier's Staff shall settle all bills on departure.

Parking

Parking shall be at the Supplier's expense.

Subsistence Allowance

Subsistence allowances are the responsibility of the Supplier.

Part 2 – Payment

1. Payment Schedule

Payments will be made upon completion of the deliverables to the reasonable satisfaction of Sport England and as described below:

Phase One - Design of evaluation including finalisation of evaluation approach, materials and training

Deliverable	Anticipated completion date
Inception meeting	27 October 2018
Draft fund evaluation framework and refine current project evaluation guidance and templates, produced and shared with Sport England	30 November 2018
Fund evaluation framework and project guidance and templates, produced and shared with Sport England	30 November 2018
Production of any standardised data-collection and reporting templates/online platforms for use by the projects/evaluator, as required;	31 January 2019
Developmental advice provided to individual projects on their monitoring data collection arrangements	31 December 2018

Phase	Total	Anticipated payment date
Phase One		31 January 2019

Phase Two – Six monthly cycle of project support, data collection, analysis and reporting

Deliverable	Anticipated completion date
Provision of ongoing support to projects to meet the evaluation requirements	Ongoing from 1 September 2018
Six-monthly collection and high-level analysis of project monitoring data, at fixed-date points	Six-monthly from 1 September 2018
Additional primary and secondary research, as required	Ongoing from 1 September 2018
Regular informal progress updates to the Sport England contract manager, provided in a format to be agreed by the Parties	Ongoing from 1 September 2018
Reporting, dissemination and learning: <ul style="list-style-type: none"> Provision of interim reports; presentations and other dissemination outputs to Sport England and the funded projects. Timetable to be agreed with Sport England depending on evaluation method and timescales. These outputs are to provide information on insight emerging from the projects, key trends and learning and will highlight any delivery issues or lessons learnt that could help	Ongoing from 1 September 2018

improve the effectiveness of the projects.	
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Phase 2 – Time period for ongoing deliverables	Sum	Anticipated payment date
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Phase Three – Final review / assessment at end of contract term

Deliverable	Anticipated completion date
A final report and presentation to Sport England bringing together the findings at the end of the evaluation, to include recommendations and opportunities to scale / replicate beyond 2022	31 August 2022

Phase	Total	Anticipated payment date
Phase Three		31 August 2022

2. Invoices

Accurate invoices and all supporting documentation shall be addressed as follows:

Finance Department
Sport England
First Floor
21 Bloomsbury Street
London WC1B 3HF

For the attention of: Accounts Payable

3. Information to be included on Invoices

Invoices must include all of the following information:

- (i) Your name and address;
- (ii) Invoice Number;
- (iii) Invoice Date;
- (iv) Name of Sport England's Representative;
- (v) Title of the event as specified by Sport England's Representative;
- (vi) Suppliers name;
- (vii) Total Invoice cost;
- (viii) VAT Number (if VAT registered); and
- (ix) Sport England Contract Reference Number.

Schedule 6
(Data Processing Agreement)

DATA PROCESSING AGREEMENT

THIS AGREEMENT ("Agreement") is made and is BETWEEN:

- (1) **THE ENGLISH SPORTS COUNCIL** of 21 Bloomsbury Street, London WC1B 3HF with registered company number RC000766 ("**Sport England**")
- (2) **SUBSTANCE 2005 LTD** incorporated and registered in England and Wales with company number 09170484 whose registered office is at Ground Floor, Canada House, Chepstow Street, Manchester M1 5FW ("**Data Processor**")

collectively the "**Parties**" and each a "**Party**".

BACKGROUND

- (A) The Data Processor is providing, or shall provide, Data Processing Services to Sport England in connection with the services under the contract for services to which this Agreement is attached in this Schedule 6 (collectively, the "**Principal Agreement**").
- (B) The Parties wish to enter into this agreement to ensure that Sport England and the Data Processor comply with applicable Data Protection Law.

THE PARTIES AGREE AS FOLLOWS:

1. Definitions and Interpretation

- 1.1 In this Agreement the following words and expressions shall, unless the context otherwise requires, have the following meanings:
 - (a) **Data Protection Law:** means EU Directive 95/46/EC and EU Directive 2002/58/EC, as transposed into domestic legislation of each Member State including the Data Protection Act 2018 and as amended, replaced or superseded from time to time, including by the EU General Data Protection Regulation 2016/679 (GDPR) and laws implementing or supplementing the GDPR.
 - (b) **Data Processing Addendum:** means the agreement (duly executed by the Parties) in the form set out in Annex 1.
 - (c) **Data Processing Services:** means the services supplied by the Data Processor in connection with the Principal Agreement, in particular, those services which involve the processing of Personal Data.
 - (d) **Personal Data:** shall have the same meaning as that specified in the Data Processing Addendum set out in Annex 1.

- 1.2 In this Agreement, unless the context otherwise requires, all references to "Clauses", "Annex" and "Appendix" are references to the clauses, annex and appendix in and forming part of this Agreement.
- 1.3 Clause headings shall not affect the interpretation of this Agreement.
- 1.4 Words or phrases in the singular are to be interpreted to include the plural and vice versa and references to one gender shall include references to the other gender.
- 1.5 A reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time, taking account of any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or enacts.
- 1.6 In the event of any conflict between the terms of this Agreement, the Data Processing Addendum and Principal Agreement, the documents shall prevail in the following (descending) order of precedence: this Agreement, the Data Processing Addendum, then the Principal Agreement (including any associated Call-Off agreements and/or order forms, work orders, statements of work or similar or instructions).

2. Data Processing and electronic communications

- 2.1 The Data Processor undertakes to Sport England that it shall only process the Personal Data to provide the Data Processing Services in accordance with the terms of the Data Processing Addendum and the terms of the Data Processing Addendum shall apply as between Sport England (as "**Controller**") and the Data Processor (as "**Processor**").
- 2.2 This Agreement shall be binding on each Party who has executed it from the date upon which it has been executed by both Parties.
- 2.3 The Data Processor agrees that it is its responsibility to implement appropriate technical and organisational measures to protect the Personal Data against unauthorised or unlawful processing and accidental destruction or loss.

The Data Processor shall comply with the Privacy and Electronic Communications (EC Directive) Regulations 2003 (as amended, updated or superseded by replacement legislation from time to time) in respect of any communications or marketing sent or undertaken by the Data Processor by or on behalf of Sport England in connection with the Principal Agreement ("**Privacy Regulations**"). Sport England reserves the right to request details of any electronic communications or direct marketing to ensure that these comply with Privacy Regulations and the Data Processor shall do all things to assist and enable Sport England to Comply with such Privacy Regulations.

3. Governing law

This Agreement shall be governed by and construed in accordance with English law and the Parties hereby submit to the non-exclusive jurisdiction of the English courts in relation to any dispute arising therefrom.

SIGNED for and on behalf of

Data Controller / THE ENGLISH SPORTS COUNCIL

...
[REDACTED]
by Name (Block Letters)

Position

Date

25/11/18

Data Processor/ SUBSTANCE 2005 LTD

...
[REDACTED]
by Name (Block Letters)

Position

Date

19/11/2018

ANNEX 1: DATA PROCESSING ADDENDUM

BACKGROUND

This Addendum is intended to ensure that the Controller and the Processor comply with applicable Data Protection Laws.

AGREED TERMS

1. GENERAL

- 1.1 The terms used in this Addendum shall have the meanings set forth in this Addendum. Except as modified below, the terms of the Principal Agreement shall remain in full force and effect.
- 1.2 In consideration of the mutual obligations set out herein, the Parties hereby agree that the terms and conditions set out below shall be added as an Addendum to the Principal Agreement. Except where the context requires otherwise, references in this Addendum to the Principal Agreement are to the Principal Agreement as amended by, and including, this Addendum.
- 1.3 Subject to Clause 1.5 below, with regard to the subject matter of this Addendum, in the event of inconsistencies between the provisions of this Addendum and any other agreements between the Parties, including the Principal Agreement and including (except where explicitly agreed otherwise in writing, signed on behalf of the Parties) agreements entered into or purported to be entered into after the date of this Addendum, the provisions of this Addendum shall prevail save where any terms are expressly described as "Special Terms" intended to override the provisions of this Addendum. In particular, nothing in the Principal Agreement or otherwise shall limit or exclude the Processor's liability under this Addendum.
- 1.4 This Addendum shall only apply to the extent that, in the course of the Processor providing the Services to the Controller, pursuant to the Data Protection Laws, the Processor is deemed a "processor" (including, for the avoidance of doubt, where the Controller is in fact a processor for a principal controller, and the Processor is a sub-processor in respect of the controller).
- 1.5 Nothing in this Addendum reduces the Processor's obligations under the Principal Agreement in relation to the protection of Personal Data or permits the Processor to Process (or permit the Processing of) Personal Data in a manner which is prohibited by the Principal Agreement.

2. INTERPRETATION

- 2.1 In this Agreement, the following capitalised terms shall have the meanings set out below:

"Applicable Laws"	the laws of England and Wales and the European Union and any other laws or regulations, regulatory policies, guidelines or industry codes which apply to Controller Personal Data;
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"Controller Personal Data"	means any Personal Data Processed by a Contracted Processor pursuant to or in connection with the Principal Agreement;
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"Contracted Processor"	means Processor or a Subprocessor;
"Data Protection Laws"	means EU Data Protection Laws and, to the extent applicable, the data protection or privacy laws of any other country;
"EEA"	means the European Economic Area;
"EU Data Protection Laws"	means EU Directive 95/46/EC and EU Directive 2002/58/EC, as transposed into domestic legislation of each Member State and as amended, replaced or superseded from time to time, including by the GDPR and laws implementing or supplementing the GDPR;
"GDPR"	means EU General Data Protection Regulation 2016/679;
"Services"	means the services supplied to or carried out by (or on behalf of) the Processor for the Controller pursuant to the Principal Agreement;
"Standard Contractual Clauses"	the standard contractual clauses for the transfer of personal data from the European Union to processors established in third countries (controller-to-processor transfers), as set out in the Annex to Commission Decision 2010/87/EU as amended, replaced or superseded from time to time;
"Subprocessor"	means any person (including any third party and any Processor Affiliate but excluding an employee of the Processor) appointed by or on behalf of the Processor to Process Personal Data on behalf of the Controller or otherwise in connection with the Principal Agreement;
"Processor Affiliate"	means an entity that owns or controls, is owned or controlled by or is or under common control or ownership with the Processor, where control is defined as the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through ownership of voting securities, by contract or otherwise.

2.2 The terms, "**Commission**", "**Data Subject**", "**Member State**", "**Personal Data**", "**Personal Data Breach**", "**Processing**" and "**Supervisory Authority**" shall have the meanings given to them in the Data Protection Laws.

3. **PROCESSING OF CONTROLLER PERSONAL DATA**

- 3.1 The Processor shall:
- 3.1.1 comply with all applicable Data Protection Laws in the Processing of Controller Personal Data; and
 - 3.1.2 not Process Controller Personal Data other than on Controller's documented instructions unless Processing is required by Applicable Laws to which the Processor is subject, in which case the Processor shall, to the extent permitted by Applicable Laws, inform the Controller of that legal requirement before the relevant Processing of that Controller Personal Data.
- 3.2 The Controller instructs the Processor to process Controller Personal Data as reasonably necessary for the provision of the Services and consistent with the Principal Agreement.
- 3.3 Appendix 1 to this Addendum sets out certain information regarding the Contracted Processors' Processing of Controller Personal Data as required by Article 28(3) of the GDPR (and, possibly, equivalent requirements of other Data Protection Laws). The Controller may make reasonable amendments to Appendix 1 by written notice to the Processor from time to time as the Controller reasonably considers necessary to meet those requirements. Nothing in Appendix 1 (including as amended pursuant to this Clause 3.3) confers any right or imposes any obligation on any Party to this Addendum.
4. **PROCESSOR PERSONNEL**
- 4.1 The Processor shall take reasonable steps to ensure the reliability of any employee, agent or contractor of any Contracted Processor who may have access to the Controller Personal Data, ensuring in each case that access is strictly limited to those individuals who need to know and/or access the relevant Controller Personal Data, as strictly necessary for the purposes of the Principal Agreement, and to comply with Applicable Laws in the context of that individual's duties to the Contracted Processor, ensuring that all such individuals are subject to confidentiality undertakings or professional or statutory obligations of confidentiality.
5. **SECURITY AND CONFIDENTIALITY OF DATA**
- 5.1 Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, the Processor shall, in relation to the Controller Personal Data, implement appropriate technical and organisational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1) of the GDPR. Such technical and organisational measures shall include, without limitation, those set out in Schedule 2 of this Agreement.
- 5.2 In assessing the appropriate level of security, the Processor shall, in particular, take account of the risks that are presented by Processing, including from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to Controller Personal Data transmitted, stored or otherwise Processed.
6. **SUBPROCESSING**
- 6.1 The Controller authorises the Processor to appoint Subprocessors in accordance with this Clause 6 and any restrictions in the Principal Agreement.
- 6.2 The Processor shall give the Controller prior written notice of the appointment of any Subprocessor, including full details of the Processing to be undertaken by the Subprocessor in the form of Schedule 3. The Processor shall not appoint (nor disclose

any Controller Personal Data to) the proposed Subprocessor except with the prior written consent of the Controller.

6.3 With respect to each proposed Subprocessor, the Processor shall:

- 6.3.1 before the Subprocessor first Processes Controller Personal Data, carry out adequate due diligence to ensure that the Subprocessor is capable of providing the level of protection for Controller Personal Data required by the Principal Agreement;
- 6.3.2 ensure that the arrangement between the Processor and the Subprocessor, is governed by a written contract including (i) terms which offer at least the same level of protection for Controller Personal Data as those set out in this Addendum and (ii) meet the requirements of Article 28(3) of the GDPR;
- 6.3.3 provide to the Controller for review such copies of the agreements with Subprocessors (which may be redacted to remove confidential commercial information not relevant to the requirements of this Addendum) as the Controller may request from time to time.

6.4 The Processor shall ensure that each Subprocessor performs the obligations under Clauses 3.1, 4.1, 5, 7.1, 8.3, 9, 11.2 and 12 as they apply to Processing of Controller Personal Data carried out by that Subprocessor, as if it were party to this Addendum in place of the Processor.

7. DATA SUBJECT RIGHTS

7.1 Taking into account the nature of the Processing, the Processor shall assist the Controller by implementing appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the Controller's obligations, as reasonably determined by the Controller, to respond to requests to exercise Data Subject rights under the Data Protection Laws.

7.2 The Processor's obligation pursuant to Clause 7.1 above shall, at a minimum, include assisting the Controller without undue delay to respond to a Data Subject's request to exercise their:

- 7.2.1 Right of access, by the Processor providing a copy of relevant Controller Personal Data to the Controller in a commonly used electronic form;
- 7.2.2 Right of rectification, by the Processor correcting inaccuracies in relevant Controller Personal Data and/or completing incomplete relevant Controller Personal Data;
- 7.2.3 Right of erasure, by the Processor deleting the relevant Controller Personal Data;
- 7.2.4 Right of data portability, by the Processor providing relevant Controller Personal Data in a structured, commonly used and machine readable form so that it may be transferred by the relevant Data Subject (or Controller, as applicable) to another data controller without hindrance;
- 7.2.5 Right to object to processing, by the Processor ceasing to process the relevant Controller Personal Data;
- 7.2.6 Right to restriction of processing, by the Processor restricting the Processing it is carrying out on the relevant Controller Personal Data as requested by the Data Subject; and

- 7.2.7 Right not to be subject to automated individual decision making, by the Processor not including the relevant Data Subject in any automated decision-making process without the prior written consent of the Controller.
- 7.3 The Processor shall:
- 7.3.1 promptly notify the Controller if any Contracted Processor receives a request from a Data Subject under any Data Protection Law in respect of Controller Personal Data; and
- 7.3.2 ensure that the Contracted Processor does not respond to that request except on the documented instructions of the Controller or as required by Applicable Laws to which the Contracted Processor is subject, in which case the Processor shall, to the extent permitted by Applicable Laws, inform the Controller of that legal requirement before the Contracted Processor responds to the request.
8. **PERSONAL DATA BREACH**
- 8.1 The Processor shall:
- 8.1.1 notify the Controller without undue delay and, in any event, no later than 24 hours from any Contracted Processor becoming aware of a Personal Data Breach affecting Controller Personal Data ("**Controller Data Breach**"); and
- 8.1.2 provide the Controller with sufficient information to allow it to meet any obligations to report or inform Data Subjects of the Controller Data Breach under or in connection with the Data Protection Laws;
- 8.1.3 meaningfully consult with the Controller in respect of the external communications and public relations strategy related to the Controller Data Breach;
- 8.1.4 subject to Applicable Law, not notify any data protection regulator of the Controller Data Breach without having obtained prior written approval by the Controller; and
- 8.1.5 not issue a press release or communicate with any member of the press in respect of the Controller Data Breach, without having obtained prior written approval by the Controller.
- 8.2 The notification set out in Clause 8.1.1 above shall, as a minimum:
- 8.2.1 describe the nature of the Controller Data Breach, the categories and numbers of Data Subjects concerned and the categories and numbers of Personal Data records concerned;
- 8.2.2 communicate the name and contact details of the Processor's data protection officer or other relevant contact from whom more information may be obtained;
- 8.2.3 describe the likely consequences of the Controller Data Breach; and
- 8.2.4 describe the measures taken or proposed to be taken to address the Controller Data Breach.
- 8.3 The Processor shall co-operate with the Controller and take such reasonable commercial steps as are directed by the Controller to assist in the investigation, mitigation and remediation of each Controller Data Breach.

9. DATA PROTECTION IMPACT ASSESSMENT

- 9.1 The Processor shall provide reasonable assistance to the Controller with any data protection impact assessments and prior consultations with Supervising Authorities or other competent data privacy authorities which the Controller reasonably considers to be required by Article 35 or 36 of the GDPR or equivalent provisions of any other Data Protection Law, in each case solely in relation to Processing of Controller Personal Data by, and taking into account the nature of the Processing and information available to, the Contracted Processors.

10. DELETION OR RETURN OF CONTROLLER PERSONAL DATA

- 10.1 Subject to Clause 10.2 and 10.3 the Processor shall promptly and, in any event, within 60 (sixty) days of the date of cessation of any Services involving the Processing of Controller Personal Data (the "**Cessation Date**"), delete and procure the deletion of all copies of those Controller Personal Data. "**Delete**" means to remove or obliterate Personal Data such that it cannot be recovered or reconstructed.
- 10.2 Subject to Clause 10.3, the Controller may in its absolute discretion by written notice to the Processor within 30 (thirty) days of the Cessation Date require the Processor to (i) return a complete copy of all Controller Personal Data to the Controller by secure file transfer in such format as is reasonably notified by the Controller to the Processor; and (ii) delete and procure the deletion of all other copies of Controller Personal Data Processed by any Contracted Processor. The Processor shall comply with any such written request within 60 (sixty) days of the Cessation Date.
- 10.3 Each Contracted Processor may retain Controller Personal Data to the extent required by Applicable Laws and only to the extent and for such period as required by Applicable Laws and always provided that the Processor shall ensure the confidentiality of all such Controller Personal Data and shall ensure that such Controller Personal Data is only Processed as necessary for the purpose(s) specified in the Applicable Laws requiring its storage and for no other purpose.
- 10.4 The Processor shall provide written certification to the Controller that each Contracted Processor has fully complied with this Clause 10 within 60 (sixty) days of the Cessation Date.

11. AUDIT RIGHTS

- 11.1 The Processor will keep a record of any Processing of Controller Personal Data any Contracted Processor carries out.
- 11.2 The Processor shall grant, and procure that any Contracted Processor grants, the Controller and any auditors of or other advisers to the Controller, access to any Contracted Processor's premises, information, systems, personnel and relevant records as may be reasonably required in order to:
- 11.2.1 fulfil any legally enforceable request by any regulatory body or data subject; or
- 11.2.2 undertake verification that obligations of the Contracted Processor are being performed in accordance with this Addendum.
- 11.3 The Controller shall use its reasonable endeavours to ensure that the conduct of each audit does not unreasonably disrupt the Contracted Processor and that, where possible, audits are co-ordinated to minimise any disruption.
- 11.4 The Processor shall provide, and procure that any relevant Contracted Processor provides, the Controller (and its auditors and other advisers) with all reasonable co-operation, access and assistance in relation to each audit.

- 11.5 If an audit demonstrates that any Contracted Processor is failing to comply with obligations under this Addendum then, without prejudice to any other rights and remedies of the Controller, the Processor shall take the necessary steps to comply with, or procure compliance with, such obligations.
- 11.6 The Parties shall bear their own costs and expenses incurred in respect of compliance with their obligations under Clause 11.1 to 11.5 (inclusive) unless an audit identifies a material default by the Processor, in which case the Processor shall reimburse the Controller for its reasonable costs. Information and audit rights of the Controller only arise under this Clause 11 to the extent that the Principal Agreement does not otherwise give the Controller information and audit rights meeting the relevant requirements of Data Protection Law (including, where applicable under Article 28(3)(h) of the GDPR).
- 11.7 On at least an annual basis, the Processor will, at its own cost, engage a Controller nominated or approved independent third party security services provider, to perform comprehensive vulnerability and penetration testing of all the Processor's systems and databases which process or are used in connection with the processing of, Controller Personal Data. The Processor will promptly provide to the Controller the results issued to the Processor by such third party provider following each vulnerability and penetration test. At the request of the Controller, the Processor shall carry out further vulnerability and penetration testing, in accordance with the Controller's instructions. The costs of such further testing shall be shared equally between the Parties.

12. DATA TRANSFERS

- 12.1 The Processor shall not transfer Controller Personal Data to countries outside of the EEA, unless:
- 12.1.1 The Processor has obtained the Controller's prior written consent; and
- 12.1.2 The Processor complies with one of the conditions set out in Clause 12.2 or otherwise, as specified by the Controller.
- 12.2 The conditions referred to in Clause 12.1.2 are:
- 12.2.1 the Processor and the receiving entity enter into Standard Contractual Clauses in respect of the relevant transfer of Controller Personal Data; or
- 12.2.2 if the receiving entity is established in the United States, the receiving entity has subscribed to the Privacy Shield principles; or
- 12.2.3 the receiving entity is established in a country that is the subject of a finding by the Commission that the country ensures an adequate level of protection of the rights and freedoms of data subjects in relation to the Processing of Personal Data; or
- 12.2.4 if the receiving entity is a Processor Affiliate, the transfer of Controller Personal Data is carried out on the basis of binding corporate rules (BCRs).
- 12.3 Additionally, to the requirements set out in Clause 12.1, the Processor must ensure that any transfer of Controller Personal Data, together with other reasonably practicable compliance steps, can take place without breach of applicable Data Protection Law.
- 12.4 If, due to a change in Data Protection Law, a transfer of Controller Personal Data made in accordance with Clause 12.1 and 12.3 above, can no longer take place without a breach of applicable Data Protection Law, the Processor must immediately:
- 12.4.1 notify the Controller in writing;

12.4.2 stop transferring any relevant Controller Personal Data;

12.4.3 obtain renewed consent by the Controller in accordance with Clause 12.1.

13. INSURANCE AND INDEMNITY

13.1 The Processor shall, at its own expense, maintain in force at least the following insurance policies with reputable insurance companies to cover its relevant potential liabilities in connection with the Principal Agreement:

13.1.1 a public liability insurance policy with a coverage limit of at least £5 million per claim;

13.1.2 a professional indemnity insurance policy with a coverage limit of at least £1 million per claim;

13.1.3 a cyber insurance policy with a coverage limit of at least £1 million per claim; and

13.1.4 employer's liability insurance with a coverage limit of at least £5 million for claims arising from a single event or series of related events in a single calendar year.

13.2 The Processor shall provide the Controller with a copy of each insurance policy set out in 13.1 and, on the renewal of each policy, the Processor shall promptly send a copy of the receipt of the premium paid by the Processor to the Controller.

13.3 The Processor shall indemnify and keep indemnified and defend at its own expense the Controller against all costs, claims, damages or expenses incurred by the Controller or for which the Controller may become liable due to any failure by any Contracted Processor or its employees or agents to comply with any of its obligations under this Addendum or Data Protection Law.

13.4 Without prejudice to any of its rights and remedies, the Controller may by written notice to the Processor immediately terminate the Principal Agreement, if any Contracted Processor is in breach of its obligations under this Addendum or any Data Protection Law.

14. CHANGES TO THIS ADDENDUM

14.1 The Controller may by at least 30 (thirty) days' written notice to the Processor from time to time make variations to this Addendum, which:

14.1.1 are requested by the Controller's insurance provider; and

14.1.2 The Controller reasonably considers to be necessary to address the requirements of any Data Protection Law.

15. GOVERNING LAW AND JURISDICTION

This Addendum shall be governed by and construed in accordance with English law and the parties submit to the exclusive jurisdiction of the courts of England and Wales in relation to any dispute arising therefrom.

16. SEVERANCE

Should any provision of this Addendum be invalid or unenforceable, then the remainder of this Addendum shall remain valid and in force. The invalid or unenforceable provision shall be either (i) amended as necessary to ensure its validity and enforceability, while preserving the Parties' intentions as closely as possible or, if this is not possible, (ii)

construed in a manner as if the invalid or unenforceable part had never been contained in the Addendum.

APPENDIX 1 TO ANNEX 1

This Appendix 1 includes certain details of the Processing of Controller Personal Data as required by Article 28(3) GDPR.

Subject matter and duration of the Processing of Controller Personal Data:	The subject matter and duration of the Processing of the Controller Personal Data are set out in the Principal Agreement and this Addendum.
The nature and purpose of the Processing of Controller Personal Data:	<p>Personal Data will be used by the Processor for:</p> <ul style="list-style-type: none"> • Monitoring and evaluating activity levels in low socio-economic families.
The types of Controller Personal Data to be Processed:	<p>The types of Personal Data to be processed are:</p> <ul style="list-style-type: none"> • Contact details; • Dates of birth; • Education; • Race/ethnicity; • Religion; • Gender; • Postcode; • Medical information; and • Sexuality; • Activity levels; • Attitudes and views on physical activity.
The categories of Data Subject to whom the Controller Personal Data relates:	The categories of Data Subject include individuals who have agreed to participate in the programmes funded by the Families Fund to be evaluated.
The obligations and rights of the Controller:	The obligations and rights of the Controller are set out in the Principal Agreement and this Addendum.

APPENDIX 2 TO ANNEX 1

MINIMUM TECHNICAL AND ORGANISATIONAL MEASURES

1. **Access.** Access to internal systems that store, Process or access Controller Personal Data must use an encrypted channel and require authentication. Remote administrative access to these systems must also be via an encrypted channel and require two- factor authentication.
2. **User Access Management.** The Processor must only grant access to Relevant Data to those personnel with a business need for such access. The level of access accorded must be the minimum privilege level required to carry out their role. Segregation of duties should be implemented, where appropriate, to reduce the risk of irresponsible or deliberate system misuse. Controller Personal Data access should be reviewed at least quarterly and access records must be securely stored using commercially reasonable security measures commensurate with the Controller Personal Data in question.
3. **Network Security Controls.** The integrity of the Processor's network must be maintained by installing, maintaining and monitoring commercially reasonable firewalls, anti-virus protection and endpoint protection software that offers Intrusion Detection Systems (IDS) or Intrusion Prevention Systems (IPS) functionality.
4. **Operating System Security Controls.** The Processor's operating systems must be configured to remove or disable unnecessary functionality and be patched as soon as possible to protect against security vulnerabilities.
5. **Malicious Software.** The Processor shall use best endeavours using commercially reasonable technical and practical precautions and measures to ensure that any software, hardware, systems, or networks that may interact with the Controller's systems, networks or any Controller Personal Data are not, and do not become, infected by any computer viruses, worms, Trojans, spyware or other malicious code.
6. **Storage.** The Processor is prohibited from storing any Controller Personal Data on desktops, portable computers or other portable storage media including, but not limited to, laptop computers, PDAs, USBs and CDs. The Processor must encrypt any backups generated that include Controller Personal Data.
7. **Handling.** The Processor covenants that it shall maintain sufficient technical and organisational measures, in accordance with best industry practice, to ensure the security and integrity of its computer and other information systems to prevent unauthorised disclosure, copying and/or use of Controller Personal Data.
8. **Anonymisation.** The Processor shall implement such technical and organisation measures in relation to any Controller Personal Data to comply with the ICO's Anonymisation Code of Practice (**ACOP**) to ensure that Controller Personal Data is not compromised by inappropriate disclosure through re-identification (where necessary to comply with applicable law). In this regard, the Processor shall consult meaningfully with Sport England beforehand in relation to any processes, procedures and data sharing arrangements where anonymisation may be appropriate. The Processor shall actively recommend to Sport England where, according to ACOP, anonymisation techniques should be adopted (and also, where necessary, updated due to developments in technology).
9. **Data Custodian.** The Processor shall nominate a data custodian with responsibilities to ensure that this Schedule 2 is enforced and to act as the key point of contact for security questions, issues, incidents etc.

APPENDIX 3 TO ANNEX 1
SUBPROCESSOR PROCESSING DETAILS

Full Legal Name of proposed Subprocessor:	
Company number and place of incorporation of proposed Subprocessor:	
The nature of the Processing of Controller Personal Data by proposed Sub-Processor:	[Include full description here]
The types of Controller Personal Data to be Processed by proposed Subprocessor:	[Include list of data types here]
Will Controller Personal Data be transferred outside of the EEA? If yes, where to? IF yes, on what basis (note Clause 14.1above)?	No [Include where data is being transferred] [Include legal basis for data transfer outside of EEA here]