INVITATION TO TENDER

RELATING TO THE ‘UK WIDE APPROACH TO LEADERSHIP’

FRAMEWORK FOR THE PROVISION OF TEAM DEVELOPMENT EXPERTS AND/OR ORGANISATIONAL RESEARCHER

INVITATION TO TENDER

1. **Instructions for Tendering**

The United Kingdom Sports Council (‘UK Sport’) invite Tenders for the provision of Team Development Expert and/or Organisational Researcher (‘the Services’) in accordance with this Invitation to Tender (‘ITT’). **This Invitation to Tender does not guarantee any work**; it is for the opportunity to be added to the Framework in order to be considered for the allocation of work arising from the UK wide approach to Leadership Development.

Appointment to the Framework will be made in accordance with paragraph 12 of this ITT to obtain best value. The criteria for deciding how to allocate work to successful Tenderers on the Framework are set out in the Specification. (Appendix 1)

IMPORTANT NOTE: **The development needs for a Board Team may be unique and highly specific.  In order to ensure that a team has access to a supplier with whom they can work most effectively to meet their specific development needs we retain the right to appoint suppliers to the Framework in the future thus the Framework is open; this means that new suppliers could be added at any time during the Term providing they meet the Evaluation Criteria detailed below at section 12. If a new supplier is appointed then that supplier may only be appointed for the remainder of the Term of the Framework.**

1. **Structure of Documents**

The Tender documents are divided into the following sections

* **Invitation to Tender (ITT)** – this contains UK Sport’s general Tendering requirements and other information on the Tendering process. Evaluation Criteria – listing; the criteria the Tenderer’s response will be evaluated against are provided in paragraph 12 of this ITT.
* **Specification** – Appendix 1; this describes the service or quality standards required to provide the Services.
* **Schedule of Rates** – Appendix 2, Tenderers are referred to paragraph 4 below.
* **References** – Appendix 3.
* **Forms** – Appendix 4, comprising of:
  + Form of Tender
  + Bona Fide Tendering Certificate
  + Certificate of Insurance
  + Freedom of Information Form
  + Non-Canvassing, Non-Collusion and Non-Corruption Certificate
* **Contract Terms** – Appendix 5, these conditions are based upon UK Sport’s general terms and conditions applying to all contracts for Services.
* **Draft Letter of Engagement** – Appendix 6.

**3. Tender Timetable and Contract Period**

3.1 UK Sport proposes the following timetable for the appointment to the Framework:

* Advertisement 18 August 2017
* All Expressions of Interest, and tenderer’s Clarifications (if any) to be received by 25 August 2017
* Response to Clarifications Questions by 07 September 2017
* Tender submission date – 21 September 2017
* Tender evaluation by 13 October 2017
* Notification of acceptance of tender (Contract Award) 20 October 2017
* 10 working day standstill period
* Contract commencement date – 06 November 2017

3.2. UK Sport reserves the right to alter the above timetable and Tenderers will be notified if alterations are made. Tenderers should note that UK Sport also reserves the right to call tenderers in for a presentation based on their tenders.

3.3 The Framework will run for a period of 3 Years with an option to extend for a further 12 months. Commencement of the Framework shall be from 06 November 2017 until the 05 November 2020 (the ‘Term’). At the sole discretion of Sports Councils, unless terminated in accordance with the terms of the contract, the Term may be extended for a further period of 12 months.

1. **Pricing Schedule**

4.1 Tenderers must provide a Schedule of Rates. Appendix 2 is a template which may be amended. Any additional services the Tenderer wishes to add to the quotation must be highlighted in a separate table.

4.2 All prices submitted shall be in pounds sterling, excluding VAT. Due to the nature of the services sought travel, delivery costs and any other expenses should be set out but UK Sport reserves the right to restrict all travel and subsistence to the rates set out in its Travel and Expenses policy.

4.3 Unless otherwise stated, payment frequency will be in accordance with the applicable contract terms.

4.4 If a Tenderer is successful in obtaining a place on the Framework the prices specified in the quotation shall be fixed for the Term.

1. **References**

Please provide two references and contacts where you have provided a similar service in Appendix 3. If Tenderers are able to give a public sector reference then they are encouraged to do so.

1. **Costs and Expenses and discontinuance of Tender**

6.1 The Tenderer is responsible for preparing all information necessary for the preparation of its Tender and all costs, expenses and liabilities incurred by the Tenderer in connection with the preparation and submission of the Tender shall be borne by the Tenderer.

6.2 Prospective Tenderers shall ensure that they are familiar with the nature and extent of the obligations they will incur if their Tender is accepted.

6.3 UK Sport reserves the right to discontinue this Tender at any time during the tender process and/or decide not to award a contract. UK Sport shall not be liable to the tenderer in any way whatsoever for the Tenderer’s costs and expenses incurred during a tender process which is discontinued or in relation to which a contract is not awarded.

1. **Information and Queries**

7.1 Tenderers should carefully read all the accompanying tender documents and fully acquaint themselves with the requirements of the Services and the terms and conditions under which the Framework will operate. **Before 25 August 2017**, Tenderers may, by written communication, request clarification or further information in connection with the Tender Documents. UK Sport will reasonably endeavour to answer all written enquiries prior to Tenders being submitted. **Please note that 25 August 2017 is also the date by which every Tenderer must express their interest in writing to the address below, in order for their Tender to be considered during this process.**

7.2 All enquiries in connection with this invitation to tender should be made in accordance with paragraph 7.1 above. Any attempt to obtain information other than through the approved route may lead to a Tender being disqualified.

Leadership Development, UK Sport, 21 Bloomsbury Street, London, WC1B 3HF

E mail: [leadership.development@uksport.gov.uk](mailto:leadership.development@uksport.gov.uk)

7.3 In the event that a Tenderer has difficulty in complying with any provisions set out in the Tender Documents or it wishes to propose any amendments thereto, it should provide evidence in writing concerning such difficulty or amendment. Any such communication shall be submitted by 25 August 2017, to allow time for any proposed alterations to be considered and communicated to other Tenderers.

7.4 UK Sport may in its absolute discretion consider the difficulties associated with such an amendment and may or may not waive or amend the relevant provision without prejudice to all or any other provision of the Contract or any power of UK Sport.

7.5 No such waiver or amendment shall be binding upon UK Sport unless made in writing and signed by a UK Sport employee, on behalf of UK Sport.

7.6 Tenderers should note that all responses to enquiries made under paragraph 7.3 will be copied to all other individuals/organisations invited to Tender. **All responses to clarification questions will be posted on the UK Sport website. Please refer to the UK Sport website by 07 September 2017 at the very latest, to view responses to any clarification questions submitted.**

7.7 Further to HM Government’s commitment to open the opportunity for SMEs to tender for, secure and to get full value for money from SME suppliers, it has been decided that no pre-qualification stage or questionnaire is required in relation to this ITT.

7.8 Pursuant to the Public Contracts Regulations 2006 these Services have been categorised as Part B Services, Category 24 Educational and Vocational Services, specifically within the sub-categories of management & training and personal development services.

**8 Best Value**

In pursuit of continuous service improvement and efficiency, UK Sport will require a commitment from the successful Tenderers to provide information on the contracted services and to participate, free of charge, in projects associated with service improvement.

**9 Preparation of Tender**

9.1 Information contained in the Contract Documents listed in paragraph 2 is intended as guidance for the preparation of Tenders and is as accurate as UK Sport can reasonably determine. However no guarantee of its accuracy can be given by UK Sport. Tenderers must satisfy themselves through their own due diligence, of the accuracy of any information provided.

9.2 It is the responsibility of Tenderers to obtain for themselves at their own expense any additional information necessary for the preparation of their Tender submissions.

9.3 All information supplied by UK Sport in connection with this Invitation to Tender shall be treated as confidential by the Tenderer, except where, as determined by UK Sport, such information may be disclosed:-

9.3.1 by the Tenderer in so far as it is necessary for the preparation, submission and evaluation of Tenders; and/or

9.3.2 by UK Sport in exercising its rights, powers, duties and obligations in relation to the exercise of its functions and to facilitate public access to information.

**10 Freedom of Information and Transparency**

10.1 Under the Freedom Of Information (FOI) Act 2000 and the Environmental Information Regulations 2004 the public have a general right of access to information held by UK Sport. This right of access to information not only includes information about UK Sport contracts but also procurement arrangements with potential Contractors. This right does not extend to information which is commercially sensitive or otherwise “exempt” from disclosure under FOI. As a consequence only information that is genuinely commercially sensitive or is otherwise exempt FOI information may be held in confidence by UK Sport.

10.2 Tenderers are therefore required to identify those areas in their Tender that they consider to be commercially sensitive and/or confidential, giving reasons and evidence (where relevant) including proposed dates for lifting confidentiality in respect of those areas. The extent to which this information shall be held in confidence by UK Sport and for how long may be subject to discussion as part of the Tender process and during post-tender negotiations (if any). Unsuccessful Tenders will be disposed of in accordance with UK Sport’s Document Retention and Disposal Policy.

10.3 UK Sport reserves the right to hold all or any information contained in a Tenderers response, in confidence, or to disclose it whether or not it is identified as commercially sensitive by the Tenderer where confidentiality or disclosure is necessary to comply with UK Sport’s legal duties and lawful discretion generally or in relation to the Tender process.

10.4 All Tenderers acknowledge that as part of the HM Government’s Transparency Agenda tender documents relating to contracts over £10,000 or more must be published by UK Sport on a single website that is available to the public free of charge. The website is [Contracts Finder](https://www.gov.uk/contracts-finder). In addition the Tender has been published on [UK Sport’s website.](http://www.uksport.gov.uk/resources/tenders) This covers the documents listed in paragraph 2 above and includes publication of the resultant contract entered into pursuant to this Tender (specification; contract terms, rates and schedules thereto). To this end Tenderers should identify those areas in their Tender that they consider to be commercially sensitive or confidential, giving reasons and evidence (where relevant) including proposed dates for lifting confidentiality in respect of those areas.

10.5 This requirement covers any contract amendments/variations that alter the original contract significantly resulting in a new contract; contract extensions where this is not contained in the original terms and are negotiated; contract re-negotiations resulting in a new contract being formed; and re-tendering a contract.

11 Preparation and Delivery of Tender Documents

11.1 UK Sport reserves the right not to accept the lowest or any Tender.

11.2 The Tenderer must ensure that the Tender Documents are completed in their entirety, including the Form of Tender and accompanying forms.

11.3 UK Sport will accept any Tender which is received after the deadline and may reject any Tender which is incomplete.

11.4 UK Sport reserves the right to seek clarification as necessary of Tender submissions, if it suspects that there has been an error in the Schedule of Rates submitted by a Tenderer.

11.5 The Tender documents must be signed and emailed to:

Leadership Development, UK Sport, 21 Bloomsbury Street, London WC1B 3HF

E-mail [leadership.development@uksport.gov.uk](mailto:leadership.development@uksport.gov.uk)

11.6 Final Tender submissions must be received by email by no later than 5pm on 21 September 2017. Please note that as above, all Expressions of Interest must be submitted by 25 August 2017.

11.7 UK Sport may extend the closing date beyond that specified but in any event Tenders shall remain open for acceptance for a period of 90 days (ninety days) from the original or revised Tender submission date.

**12 Tender Evaluation Criteria**

12.1 UK Sport will carry out a detailed Tender evaluation after the closing date for receipt of Tenders. Tenders will be evaluated on the basis of the most economically advantageous offer to UK Sport against the following weighted factors:

**Price and overall cost of the contract to UK Sport (20%)**

|  |  |  |  |
| --- | --- | --- | --- |
| **Price Criteria** | **Score (Max 5)** | **Weighting** | **Score x Weight** |
| * Charges/Rates |  | 90% |  |
| * Added Value Services |  | 10% |  |
| **Total** |  | 100% |  |

**Quality of the services (80%)**

|  |  |  |  |
| --- | --- | --- | --- |
| **Quality Criteria** | **Score (Max 5)** | **Weighting** | **Score x Weight** |
| * Evidence of quality work in high performance environments, and of meeting the essential requirements described |  | 40% |  |
| * Strong evidence of effective work with teams to enhance their performance, together with evidence of sufficient breadth of experience to tailor their approach to the specific needs of the team and its members |  | 35% |  |
| * Quality of proposal to deliver the service (approach, flexibility, continuing professional development) |  | 15% |  |
| * Added Value services and expertise of individual |  | 10% |  |
| **Total** |  | 100% |  |

**Tenderers attention is drawn to the note at the end of the Specification (Appendix 1).**

12.2 The winners will be Tenderers who score 80% or more against the above criteria. The formality of being appointed to the Framework will be by way of letter confirming appointment and attaching the Terms and Conditions at Appendix 5. The Terms and Conditions shall apply to all work assigned to an individual supplier throughout the Term. Thereafter as and when UK Sport or a Sports Council requires work to be undertaken the process set out in the Specification shall be followed and once the work is agreed the supplier will enter into a letter of engagement with UK Sport.

**13 The Tender Evaluation Scores**

The response to each evaluation question will be awarded a score of between 0 and 5 according to the scale in the table below. The weightings set out in the table above will then be applied to each question. For clarity, proposals that meet the UK Sport’s requirements as set out in the Tender documentation would be awarded a score within the range of 3-4. Tenderers can gain scores of 5 on the evaluation scoring scale below by providing innovative submissions that exceed UK Sport’s core expectations as expressed in the Specification. UK Sport encourages Tenderers to present innovative methods of service delivery that will add value to the programme which will attract the highest scores.

**ITT Quality Evaluation Scoring Scale**

| **Score** | **Description of information received** |
| --- | --- |
| 0 | Unsatisfactory submission, meets few of UK Sport’s basic expectations; poor understanding of project brief and significant omissions from the Tender; significant weakness in Tender; very little or no evidence of innovation. |
| 2 | Poor submission with identifiable shortcomings – the submission shows areas of weakness and/or limited information has been provided; meets the UK Sport’s basic expectations only; vague understanding of project brief; limited examples of innovation but are inappropriate. |
| 3 | Adequate/satisfactory submission – information submitted is acceptable; meets UK Sport’s basic expectations without offering any great advantages, adequate understanding of Project brief, satisfactory evidence of innovation but is not particularly beneficial to UK Sport. |
| 4 | Good submission – submission demonstrates a sound and complete approach which has the potential to fully accord with UK Sport’s values and requirements and/or wholly meets expectations; good understanding of project brief; some innovative solutions that will be acceptable to UK Sport; no appreciable concerns. |
| 5 | Excellent submission – demonstrates a sound and complete approach which will have the potential to meet UK Sport’s values and requirements in all respects; and/or exceeds expectations and provide added value; thorough understanding of project brief and requirements; excellent innovative solutions which offer potential for increased capacity; efficiency and value for money. |

**14 Staffing Issues and TUPE**

14.1 UK Sport’s initial assessment is that there are no circumstances where there would be a transfer under Acquired Rights Directive and/or Transfer of Undertakings (Protection of Employment) Regulations 2006 (‘TUPE’) as UK Sport is neither the transferor nor transferee of staff in the circumstances of any appointment to the Framework as a result of this ITT.

14.2 It is therefore the Tenderer’s responsibility to consider whether TUPE applies in the circumstances and to bid accordingly.

1. **Non-Consideration of Tender**

15.1 A Tender may not be considered if:

15.1.1 it is not in accordance with these instructions or is in breach of any instruction or clause set out elsewhere in the ITT; or

15.1.2 it makes or attempts to make any variation or alteration to any of the ITT save where authorised in writing by UK Sport; or is expressly permitted; or

* + 1. the Tenderer fails to provide within 5 working days any relevant documentary evidence requested by UK Sport and not supplied with the Tender; or
    2. it has attempted or does attempt to make its Tender conditional on the acceptance by UK Sport of any other Tender contract or proposal; or
    3. it is submitted only by telegram, facsimile, telex or telephone.

1. **Rejection of Tender**
   1. UK Sport may reject any Tender (which shall be without prejudice to UK Sport’s legal remedies) submitted by a Tenderer who has:
      1. directly or indirectly canvassed any official of UK Sport concerning the acceptance of this or any other Tender or who has directly or indirectly obtained or attempted to obtain information from any such member or official concerning this or any other Tender;
      2. fixed or adjusted the prices shown in the Tender submission by or in accordance with any agreement or arrangement with any other person; or
      3. communicated to any person other than UK Sport the amount or approximate amount of the price shown in its Tender, except where such disclosure is made in confidence in order to obtain quotations necessary to the preparation of the Tender or for the purposes of insurance or the guarantee or bond referred to in the Contract Documents; or
      4. entered into any agreement with any other company, firm or individual so that the other company, firm or individual refrains from submitting a Tender or limits or restricts their price or anything similar; or
      5. made or offered to make any type of payment or gift to any UK Sport employee or member or to anyone else whether or not the person is directly connected to UK Sport or directly connected with this Tender exercise; or
      6. offered or given or agreed to give any officer or member of UK Sport any gift or consideration of any kind as an inducement or bribe to influence its decision in relation to the Tendering procedure.

The word “Tenderer” for these purposes shall be deemed to include any and all persons employed by the Tenderer or who are purporting to act on the Tenderers behalf whether the Tenderer is aware of their acts or not.

1. **Acceptance of Tender**
   1. Where UK Sport has decided that it wishes to accept a Tender, the acceptance shall be subject to a 10 working day standstill period.
   2. Until the formal signing, and where appropriate, sealing of the contract for the provision of the service to take place, the formal letter of appointment with the terms and conditions shall constitute a legally binding contract which shall commence on the day after the 10 working day standstill period has ended. The 10 working day standstill period shall commence from the date of the letter of appointment (which will be the same date as the letter of appointment is sent).
   3. During the 10 working day standstill period, if UK Sport receives a request in writing from any organisation that may have submitted a Tender, or may have been entitled to submit a Tender, for a reason why that organisation was unsuccessful or to address the concern of the organisation, UK Sport shall provide a response including information on the characteristics and advantages of the successful Tenderer within 3 working days before the end of the standstill period. If it is not possible to respond before the end of the standstill period UK Sport shall extend the standstill period by at least 3 working days.
   4. After the 10 working day standstill period has elapsed the Framework will begin. Tenderers should know that failure to return to UK Sport the form of acceptance of appointment to the Framework duly signed by the Tenderer will be a breach of Tender and UK Sport will accordingly be entitled at its sole discretion to withdraw the offer of appointment, not to allocate work to the Tenderer or withhold payment until such time as a form of acceptance is returned.
   5. The Contract Notice for this Service was published on [Contracts Finder](https://www.gov.uk/contracts-finder) and [UK Sport’s website](http://www.uksport.gov.uk/resources/tenders)

**18** **Tender Material**

18.1 ITT Material means information (including for example, drawings, handbooks, manuals, reports, instructions, specifications and notes of pre-Tender clarification meetings, in whatever form or medium), issued to Tenderers by UK Sport or on its behalf, or to which Tenderers have been given access, for the purposes of responding to this Invitation. Tender Material remains the property of UK Sport or other owners and is released solely for the purpose of Tendering. The Tenderer shall notify UK Sport without delay if any additional Tender Material is required for the purpose of Tendering.

18.2 In the event that a recipient of Tender Material decides not to participate in the submission of a Tender, the Tender Material shall be returned to its place of issue without delay. If a Tender is submitted to UK Sport, the Tender Material may be retained by the Tenderer until the result of the competition is known.

18.3 The Intellectual Property Rights in Tender Material may belong to UK Sport or a third party. The Tender Material may only be used for the purpose of responding to this Invitation To Tender and shall not be copied, or disclosed to anyone other than employees of the Tenderer involved in the preparation of the tender, without the prior written approval of the Authority. If the Tenderer discloses the Tender Material other than to employees involved in the Tender preparation, or uses the Tender Material other than for the purpose of Tendering, UK Sport, or the third party owner, may suffer damage for which compensation may be sought from the Tenderer.

**Appendix 1 - Specification**

**SECTION 1A**

**Team Development Expert Specification**

**Background**

UK Sport works in partnership with National Governing Bodies (NGBs) to lead Sport in the UK to world-class success.

The purpose of a “Team Development Expert” (TDE) is to cultivate individual and collective leadership qualities and behaviours for an identified team within a Sport’s National Governing Body or World Class Programme. The aim is to ensure teams, including senior leadership teams and boards operate as a cohesive and effective unit adding value to the collective organisation and to ensure achievement of strategic objectives for their sport. The team development expert will ensure teams have an awareness and understanding of their dynamics and, as a result, individuals fully understand their own personal strengths and skills which contribute towards the team’s continued success.

**The role of the Team Development Expert**

The TDE may be called upon to work with a variety of teams and groups, eg Boards, Executive Teams, Performance Leadership Teams, and other groups. The role of the TDE will vary depending on the NGB’s team development requirements; however they will be required to fulfil the following requirements:

* Work with the NGB and UK Sport to explore and agree the appropriate and most important development requirements
* Establish and maintain effective relationships and trust with the team’s members and stakeholders
* Create a safe and open environment, whilst recognising the confidential nature of the discussions
* Use a range of skills and techniques to raise awareness, insight and gain clarity/commitment to action
* Provide feedback, based on observation of the team’s performance and behaviour, which will add to the expertise and skills development of the team.
* Lead the agreed development activity with the team

**Essential requirements**

* Strong track record in applying a range of diagnostic tools and processes to senior teams to understand development needs and requirements
* A thorough understanding of team/group dynamics and experience of working with high performing teams
* Possess strong interpersonal, communication and feedback skills
* Excellent facilitation skills and experience of facilitating sessions for senior teams
* Applied knowledge and experience of a range of personality profiling tools and the value of these within group situations
* Demonstrable experience in conducting team and leadership development with senior teams in a range of sectors
* Experience of team/group coaching to expertly manage conflict within a team
* A commitment to developing others   
    
  To be considered for work on Board evaluation, all of the above requirements, and:
* Demonstrable knowledge and experience of working at Board level
* Experience of conducting facilitated Board evaluations and skills audits

**Desirable requirements**

* Relevant qualifications in areas such as business management, organisational development, occupational psychology and/or executive/team coaching
* Experience of working in, or with, the sports environment at a senior level
* Personal senior leadership experience in an organisation undergoing significant change

**SECTION 1B**

**Organisational Researcher Specification**

**Background**

The aim is to support athletes and/or staff in sports’ World Class Programmes (WCP) to explore the results of surveys they have undertaken as part of UK Sport’s Culture Health Check (CHC) process – and to help them understand and address any issues that may underlie those results. As well as looking at the organisation and leadership of WCPs and the way in which Programmes support athlete development, the CHC focuses on what individuals see, hear and feel on a daily basis operating in the training and competition environment. The organisational researcher will variously encourage and facilitate informed discussion within the athlete and staff groups about how they operate and relate to each other and to help them reach a consensus about future priorities.

**The role of the Organisational Researcher**

The Organisational Researcher may be called on to work with athlete squads or staff teams or both groups together depending on CHC results and an initial assessment of those results by UK Sport and the respective NGB. The precise role of the organisational researcher will depend on the particular circumstances of sport in question; however they will be expected to have the ability to fulfil the following requirements:

* Work with the NGB and UK Sport to explore and agree the nature and scope of support required
* Use a range of skills and techniques
* to gain insight into, and raise awareness of, the functioning and dynamics of the organisation or team in question
* to facilitate a discussion within the organisation or team about the issues identified
* to gain clarity/commitment to action
* Establish and maintain effective relationships and trust with the team’s members and stakeholders
* Create a safe and open environment, whilst recognising the confidential nature of the discussions

**Essential requirements**

* Strong track record in applying a range of diagnostic tools and processes to teams or to whole organisations
* A thorough understanding of team/group dynamics and experience of working with high performing teams
* Possess strong interpersonal, communication and feedback skills
* Excellent facilitation skills and experience of facilitating sessions for senior teams

**IMPORTANT NOTE:** The Framework is for a pool of individuals. Therefore organisation /company submitting quotes must specifically identify the individuals from their organisation who will deliver the services. These individuals cannot be substituted by companies/organisations during the Term; or if an individual assigned to the pool leaves the company/organisation or cannot undertake the work then UK Sport reserves the right not to award any work to the company/organisation.  Tenderers will need to specifically reference the individuals to deliver the services during the Term. The Evaluation Criteria will be an assessment of the individuals identified to deliver the services.

**SECTION 2**

**Allocation of work to suppliers on the Framework**

Identified teams from funded National Governing Bodies and partner organisations will be allocated an appropriate supplier from the Framework.

Each team will have their own specific requirements, preferred method of interaction, learning and feedback style, therefore ensuring they have the correct supplier is very important.

UK Sport will then match the team’s needs against the specialisms and suitability of the suppliers on the Framework. Up to three suppliers may be selected from the Framework. These three suppliers will then be proposed to the sport, supported with brief background information on each supplier.

The team may then contact each suggested supplier to gain a closer understanding of their skill set, experience and personal style, whilst enabling the supplier to gain a greater understanding of the development requirements of the team. Following these discussions the team will inform UK Sport of their preferred supplier. UK Sport will then contact the preferred supplier to ensure s/he is in agreement with the match.

The supplier chosen to work with the team will receive a letter of engagement from UK Sport stipulating the requirements, costs will need to be signed and returned to UK Sport.

Those who were unsuccessful, regardless of the stage they reach will remain in the Framework and will remain a possibility for other team development activity.

**Appendix 2 – Schedule of Rates**

|  |  |  |  |
| --- | --- | --- | --- |
| **Team Development Expert/ Organisation Researcher** | **Hourly Rate**  **(if applicable)** | **Daily Rate**  **(if applicable)** | **Discounts Off Rate** |
|  |  |  |  |
|  |  |  |  |
|  | | | |
| **TOTAL** | | |  |

The above table merely provides a tabulated format for Tenderers to submit their rates. The table can be completely changed or headings deleted as appropriate. All requirements should be listed and the quantity/number of days should be specified if applicable. Prices can be shown in any format as long as it is clear, comparable and easy to evaluate.

**Appendix 3 – References**

|  |  |
| --- | --- |
| Organisation: |  |
| Address: |  |
| Contact Name: |  |
| Telephone No: |  |
| E-mail Address: |  |
| Approximate Value: |  |

|  |  |
| --- | --- |
| Organisation: |  |
| Address: |  |
| Contact Name: |  |
| Telephone No: |  |
| E-mail Address: |  |
| Approximate Value: |  |

**Appendix 4 - Forms**

**UNITED KINGDOM SPORTS COUNCIL**

**GOVERNANCE TEAM**

**CONTRACT FOR THE PROVISION OF**

**UK WIDE LEADERSHIP DEVELOPMENT**

**FORM OF TENDER**

The completion of the documents will be taken as the basis of the Contract between the Tenderer and UK Sport.

Please note that if any errors, omissions or mistakes are identified during the Tender evaluation process UK Sport may:

1. Invalidate the Tender or
2. Ask the Tenderer to stand by the Tender as submitted or withdraw it or
3. Allow the Tender to be amended

**TO: UNITED KINGDOM SPORTS COUNCIL**

I/we hereby undertake to

Provide […………………..] under the Terms and Conditions contained within the Tender documents which, for the avoidance of doubt include all of the following:

Notification of Invitation to Tender

Terms and Conditions

Specification

Schedule of Rates

Evaluation Criteria

Form of Tender

Certificate of Bona fide Tendering

Certificate relating to Public Liability/Third Party Risk and Professional Indemnity Insurance

Tenderers statement in relation to Freedom of Information

Non-Canvassing, Non-Collusion and Non-Corruption Certificate

At the prices given in the Schedule of Rates

Dated this……………………….day of……………………………………………2017.

Signature………………………position in company………………………………….

Name of Company………………………………………………………………………………………….

Registered address of company…………………………………………………………………….

Telephone and email address………………………………………………………………

**UNITED KINGDOM SPORTS COUNCIL**

**GOVERNANCE TEAM**

**CONTRACT FOR THE PROVISION OF**

**UK WIDE LEADERSHIP DEVELOPMENT**

BONA FIDE TENDERING CERTIFICATE

**TO:** The United Kingdom Sports Council (‘UK Sport’):

We the undersigned having read the Invitation to Tender, the Specification and associated documents annexed hereto declare and hereby certify that we are not parties to any agreement or agreements under which:

1. We have communicated the amount of our Tender to any other person before the time of submission of this Tender;
2. any other Tenderer was reimbursed any part of their Tendering costs;
3. our Tendered prices have been adjusted by reference to those of any other Tenderer.

We understand that UK Sport reserves the right to seek clarification and/or negotiate pre- Tender and post- Tender.

We further understand that the information contained in the Tender documents is contained therein to other parties except as is absolutely essential for such purposes as those related to insurance matters or for the purpose of fulfilling our obligations under the Framework.

Signature……………………………………………. Name………………………………………………

Position in Company……………………………………………………………………………………..

For and on behalf of:

Company Name……………………………………………………………………………………………..

Address…………………………………………………………………………………………………………..

………………………………………………………………………………………………………………………..

Company Registration Number………………………………………………………………………

Telephone Number…………………………………………………………………………………………

**UNITED KINGDOM SPORTS COUNCIL**

**GOVERNANCE TEAM**

**CONTRACT FOR THE PROVISION OF**

**UK WIDE LEADERSHIP DEVELOPMENT**

**CERTIFICATE RELATING TO PUBLIC LIABILITY/THIRD PARTY PROFESSIONAL INDEMNITY**

**INSURANCE**

# TO: The United Kingdom Sports Council (‘UK Sport’)

1. This certificate is to assure UK Sport that Insurance Policy Number ………. with ………………………. (*the Insurer)* holds the Contractor covered throughout the Contract Period and in accordance with the Conditions of Contract, against any accident, damage, loss or injury which may occur to any property or to any persons by or arising out of the performance of the Services under the Contract without limiting the Contractor’s obligations and responsibilities.
2. UK Sport shall not be liable in respect of the above save to the extent that such accident or injury results from or is contributed to, by any act or default of UK Sport or persons employed by them.
3. The terms of the Insurance as approved by UK Sport include an indemnity to principal’s clause whereby in the event of any claim, in respect of which the Contractor would be entitled to receive indemnity under the Policy being made against UK Sport, the Contractor’s Insurers will indemnify UK Sport in like manner to the Insured against such a claim and any costs, charges and expenses in respect thereof.
4. With regards to Professional Indemnity Insurance covering negligent advice UK Sport requires insurance of not less than £500,000.
5. We accept the obligation implied by this certificate to produce on request irrespective of timing, the Insurance Policies and Premium receipts.
6. The insurance in respect of this Framework for any one accident without any limitation of the number of claims from………………to ……………………… in a contract year is not less than £2 million.
7. Insurer’s address………………………………………………………………………………………………

………………………………………………………………………………………………………………

Insurer’s authorised signatory…………………………………………………. Date………………………….

Status/Designation……………………………………………….. Signed…………………………………………

On behalf of (Company name and address)………………………………………………………………..

………………………………………………………………………………………………………………

Insurer’s/Broker’s stamp……………………………………………………………………………………………….

|  |
| --- |
| **FOR OFFICIAL USE** |
| **POLICY INSPECTION DATE**……………… **OFFICERS SIGNATURE**…………………………………. |
| **PREMIUM INSPECTION DATE**………………**OFFICERS SIGNATURE**……………………………… |

**UNITED KINGDOM SPORTS COUNCIL**

**GOVERNANCE TEAM**

**CONTRACT FOR THE PROVISION OF**

**UK WIDE LEADERSHIP DEVELOPMENT**

**TENDERER’S STATEMENT IN RELATION TO THE FREEDOM OF INFORMATION ACT 2000/REGULATION 43 OF THE PUBLIC CONTRACT REGULATIONS 2006**

*Tenderers are required to read the following and complete the table below and sign/date the document*

We have read and understand paragraph 8 of the Invitation to Tender for UK Wide Leadership Development and acknowledge that UK Sport has obligations in relation to Freedom of Information.

In accordance with the provisions of sections 41 and 43 of the Freedom of Information Act and the Environmental Information Regulations 2004 (‘The Acts’) we wish/do not wish to request an exemption for the information provided to UK Sport in preparation and completion of our Tender for UK Wide Leadership Development with UK Sport.

We understand that Section 41 of the Act provides an absolute exemption for disclosure of information held by a public authority, which would constitute an actionable breach of confidence.

We further believe that disclosure of the information referred to in Table 1 after the contract is awarded would, or is likely to, prejudice our commercial interests under section 43 of the Act. In particular, the disclosure of this information would be likely to weaken our position in a competitive environment by revealing market-sensitive information or information of potential usefulness to our competitors.

In addition, regulation 43 (1) of The Public Contract Regulations 2006 states that a public authority shall not disclose information provided to it where that information has been reasonably designated as being confidential by a Tenderer. During the course of the Tender process all the information provided to UK Sport by us under Table 1 is provided in confidence up to the date of the award of the Contract by UK Sport.

If we are awarded this Contract we ask that the information in table 1 be put in a confidential and commercially sensitive schedule to the Contract.

Table1: Section 41 - confidential and Section 43 - commercially sensitive information

|  |  |  |
| --- | --- | --- |
| **Exemption(s) claimed** | **Information** | **Minimum Period of exemption** |
| Section  41 |  |  |
| Section  41 |  |  |
| Section  41 |  |  |
| Section  41 |  |  |
| Section  43 |  |  |
| Section  43 |  |  |
| Section  43 |  |  |

If for any reason UK Sport considers releasing any of the above confidential or commercially sensitive information, we ask in the first instance that you contact [name Tenderers representative]. This will enable us to review the nature of the material under consideration for release, and also provides the opportunity to support the Council in its decision whether or not to disclose the information.

We will use all reasonable endeavours to review the commercial sensitivity of the information and inform UK Sport (in writing) whether or not we agree that the information should be released within 3 working days of receiving the request.

Signed

For and on behalf of

Date

**UNITED KINGDOM SPORTS COUNCIL**

**GOVERNANCE TEAM**

**CONTRACT FOR THE PROVISION OF**

**UK WIDE LEADERSHIP DEVELOPMENT**

**NON-CANVASSING, NON-COLLUSION OR NON-CORRUPTION CERTIFICATE**

The essence of a formal selection process is that UK Sport receives bona fide proposals from all Tenderers.

In recognition of this principle we the Tenderer [insert name] certify that this is a bona fide proposal. We have not fixed or adjusted the submission by or in accordance with any agreement or arrangement with any other person or party.

We also certify that we have not done and we undertake that we shall not do at any time before the hour and date specified for the return of this submission any of the following acts:-

1. Directly or indirectly canvassed any official of UK Sport concerning the acceptance of this or any other Tender or who has directly or indirectly obtained or attempted to obtain information from any such member or official concerning this or any other Tender.
2. Communicate with any other person other than the person calling for the submission except where the disclosure of information is necessary to obtain insurance.
3. Enter into any agreement or arrangement with any person that he shall refrain from making a submission.
4. To offer to pay or give or agree to pay or give any sum of money or valuable consideration directly or indirectly to any person related to this submission;
5. made or offered to make any type of payment or gift to any UK Sport employee or member or to anyone else where or not the person is directly connected to UK Sport, or directly connected with this Tender exercise; or
6. offered or given or agreed to give any officer or member of UK Sport any gift or consideration of any kind as an inducement or bribe to influence its decision in relation to the Tendering procedure.

Signed………………………………………………………………………………………….

Dated this……………………………… day of…………………………………2017

For and behalf of:………………………………………………………………………..

**Appendix 5 - Terms and Conditions**

**Introduction**

These terms of business apply to Your appointment to the Framework and the Services that You may supply to the UK Sport or any one of the Sports Councils under the Engagement Letter.

1. **Definitions and Interpretation**
   1. In this Agreement the definitions set out below shall apply:

“Agreement” means the Appointment Letter, Engagement Letter, Terms of Business and any Schedules attached hereto;

“Appointment Letter” the letter appointing You to the Framework;

“Authorised Representatives” means any authorised officer, employees, agents and advisers of either of the parties to this Agreement;

“Confidential Information” means all confidential information including trade secrets, operations, processes, collaborative information or other information which is clearly marked as confidential and supplied by UK Sport to You or Your Authorised Representatives at any time in tangible or intangible form (including visual);

“Corruption” means bribery, extortion, fraud, deception, collusion, cartels, abuse of power, embezzlement, trading in influence, money-laundering, or any similar activity in relation to the services and as defined under the Bribery Act 2010 and any amendment or re-enactment, any other acts, orders, regulations and codes of practice relating to corruption thereof;

“Effective Date” means the date stipulated in the Appointment Letter;

“Engagement Letter” means the letter confirming an order for delivery of the Services;

“Extension Period” a period of 12 months after the Initial Term;

“Force Majeure Event” means any event arising which is beyond the reasonable control of the affected party (including any industrial dispute affecting any third party, governmental regulations, fire, flood, disaster, civil riot or war);

“Framework” means the UK Wide Leadership Development framework for Team Development Expert services;

“Good Industry Practice” means the exercise of that degree of skill, care, prudence, efficiency, foresight and timeliness as would be expected from a leading supplier within the relevant industry or business sector;

“Home Country Sports Councils” means the sport councils of Wales, Scotland and Northern Ireland;

“Initial Term” means a period of 3 years commencing from the Effective Date;

“Intellectual Property” means any and all patents, trademarks, service marks, design rights, copyright, software rights, database rights, know-how, trade or business names, confidential information and all or any other intellectual or industrial property rights whether or not registered or capable of registration and whether subsisting in the United Kingdom or any other part of the world with all or any goodwill, other similar rights or obligations relating or attached thereto;

“Late Payment Interest” means any payment due to the supplier under the Late Payment of Commercial Debts (Interest) Act 1998;

“NGB” means a national governing body of a sport;

“Parties” means the parties to the Appointment Letter, Engagement Letter and these Terms of Business, whether jointly or separately referred to hereunder;

“Services” means the services that You shall provide UK Sport as described in the Engagement Letter and Specification;

“Specification” means the document set out at Schedule […];

“Terms of Business” means these terms of business;

“We”, “our” or “us” means the United Kingdom Sports Council or the any of the Home Country Sports Council as applicable;

“You” means the person/persons or body corporate appointed to the Framework and supplying the Services under these Terms of Business;

“VAT” means Value Added Tax;

“Working Days” means Monday to Fridays excluding bank and national holidays.

* 1. The interpretation and construction of this Agreement shall all be subject to the following provisions:

1.2.1 words importing the singular meaning include where the context so admits the plural meaning and vice versa;

1.2.2 words importing the masculine include the feminine and the neuter and vice versa;

1.2.3 the words “including”, “includes”, “in particular”, “for example” or words having a similar effect, shall be construed as illustrative and without limitation to the words which precede them;

1.2.4 references to any person shall include natural persons and partnerships, firms and other bodies and all other legal persons of whatever kind and however constituted and their successors and permitted assigns or transferees;

1.2.5 references to an Act of Parliament, statutory provision or statutory instrument include as amended;

1.2.6 headings are included in this Agreement for ease of reference only and shall not affect the interpretation or construction of this Agreement;

1.2.7 references in this Agreement to any Clause or Schedule without further designation shall be construed as a reference to the clause or schedule to this Agreement so numbered;

1.2.8 references in this Agreement to any Paragraph without further designation shall be construed as a reference to the paragraph of the relevant Schedule to this Agreement so numbered; and

1.2.9 references to a Clause are a reference to the whole of that clause unless stated otherwise.

* 1. You acknowledge that the Services provided under this Agreement are intended to benefit NGBs and may be enforced by us.

1.4 If there is any conflict between any documents that form part of this Agreement the following order of precedence shall apply:

1.4.1 Appointment Letter;

1.4.2 Engagement Letter;

1.4.3 Terms of Business;

1.4.4 Schedules.

1. **Due Diligence**
   1. You acknowledge that You have:
      1. made and shall make Your own enquiries to satisfy Yourself as to the accuracy and adequacy of any information supplied to You by us or on our behalf;
      2. entered into this Agreement in reliance on Your own due diligence alone.
2. **Duration** 
   1. This Agreement shall begin on the Effective Date and, unless terminated at an earlier date by in accordance with Clause 12, shall terminate at:
      1. the end of the Initial Term; or
      2. if We elect to extend the Initial Term, at the end of any Extension Period.
3. **Delivery of Service** 
   1. You acknowledge that there is no guarantee of work arising from entering into these Terms of Business with us. You will only be assigned work as and when we enter into an Engagement Letter with You which will set out the specific scope of work, the agreed fees and any other relevant terms that apply to that particular work. Before any work commences you shall sign in manuscript and return the signed Engagement Letter to us.
   2. You shall perform the Services at the place and on the date or dates and at the times stated in the Engagement Letter. Prompt and expedited performance of this Agreement is important to us. In all cases we therefore where you are obliged to take action, provide notice or complete a task under this Agreement then, where there is no specific statement as to timing, there shall be implied an obligation to do so promptly and as soon as reasonably possible. This is without prejudice to any specific time limits set out in this Agreement. However, unless stated otherwise, time is not of the essence in this Agreement.
   3. If we have stated in the Engagement Letter that the Services may be required from time to time then, unless otherwise stated in the Engagement Letter, we cannot guarantee to order any particular volume of Services and reserve the right to allocate work to other suppliers on the Framework.
   4. If You fail to provide the Services or to comply with Your obligations in accordance with this Agreement, we may, without prejudice to its other rights, require You to re-perform the Services or to comply with Your obligations.
4. **Quality of Services**
   1. You shall provide the Services on signature of an Engagement Letter and shall ensure that all the Services:
      1. comply in all respects with the Engagement Letter and Specification;
      2. are supplied in accordance with the terms of this Agreement.
   2. The Services are supplied under this Agreement will be provided with all the due skill, care and attention and in particular:
      1. The Specification;
      2. The Engagement Letter;
      3. Good Industry Practice;

and so as to co-ordinate with and facilitate our operations and those of NGBs.

* 1. You shall co-operate with us in the undertaking of any benchmarking exercise to determine whether the Services represent Value for Money.
  2. You shall deliver the Services in a way that enables the sharing of services across NGBs using the Services and maximises the benefit and knowledge sharing to NGBs achieved by such sharing of Services.
  3. Where the Services are being provided by a team You shall ensure that the team undertaking the Services are the same as those proposed to us by You and, if any member of the team is unavailable due to circumstances beyond Your reasonable control, We will be consulted in respect of any substitute who in any event must be appropriately skilled for the task(s) they are expected to perform.
  4. You must disclose and give early warnings of any potential or actual conflict of interest between what You are doing for us and any work You are or have been engaged in with other persons.

1. **Warranties** 
   1. We warrant, represent and undertake to each other at the Effective Date that:
      1. we have full capacity and authority to enter into and to perform this Agreement;
      2. this Agreement is executed by a duly Authorised Representative;
      3. there are no actions, suits or proceedings or regulatory investigations pending or, to our respective knowledge, threatened against or affecting us before any court or administrative body or arbitration tribunal that might affect our ability to meet and carry out our respective obligations under this Agreement;
      4. we have and will continue to hold all necessary regulatory approvals (if any) from any regulatory bodies necessary to perform its obligations under this Agreement.
2. **Third Party Rights**
   1. You promise that:
      1. You have the right to supply the Services (and do not require any consent, licence or permission to do so);
      2. The Services do not and will not infringe any Intellectual Property rights of a third party.
   2. Subject to restraints on client confidentiality, You shall assign to us the right to the benefit (including Intellectual Property) of any drawings, reports, documents, plans, software, formulae, calculations and other data and materials relating and produced by You pursuant to the Services in place or to be developed and put in place under this Agreement.
   3. Without prejudice to clauses 7.1 and 7.2 You shall indemnify us against any and all liability directly incurred by us arising from the infringement of Intellectual Property rights of a third party.
3. **Price & Taxes**
   1. The price paid by us for the Services provided under this Agreement shall be in accordance with Your Tender and be paid in accordance with the payment schedule stated in the Engagement Letter. Prices shall be exclusive of all travel and subsistence which shall be reimbursed in accordance our travel and expenses policy however the cost of hire cars are specifically excluded from being reimbursed.
   2. Prices shall be plus VAT at the prevailing rate as applicable and paid by Us following receipt of a valid VAT invoice.
   3. The price shall be only paid on receipt of an invoice bearing an applicable reference number, and brief description of the Services shall be sent to the person at the address specified in the Engagement Letter after performance of the Services.
   4. Unless otherwise stated in the Engagement Letter Services will be paid within 30 days of us receiving an invoice in the format described in clause 8.3 in accordance with the payment schedule stated in the Engagement Letter.
   5. If You are a sole trader, You further acknowledge and agree that you have the status of a self-employed person and shall be exclusively responsible for the payment of national insurance contributions and for the discharge of any income tax liability and VAT payable in respect of the price paid to you under the Engagement Letter and shall pay any such contributions and taxes to the appropriate authorities (Her Majesty’s Revenue and Customs, Department of Work and Pensions etc.). As an independent contractor We shall not be liable for your national insurance contributions or income tax liability.
   6. Pursuant to clause 8.5 above, we may, at any time during this Agreement, request You to provide information which demonstrates how You comply with clause 8.5 above. Furthermore we may supply any information received to the Commissioners of Her Majesty’s Revenue and Customs for the purpose of the collection and management of tax and national insurance contributions.
   7. You shall not suspend the supply of the Services for failure to pay disputed invoices. Late Payment Interest shall accrue at 2 per cent above the base rate for the time being of Barclays Bank plc on all amounts outstanding from the due date of payment until the actual date of payment.
   8. The currency in which payment shall be made is pounds sterling.
4. **Liability and Insurance**
   1. Neither of us seek to exclude liability for death or personal injury, fraud, fraudulent misrepresentation or wilful misconduct caused by breach of this Agreement, negligence, statutory duty or otherwise.
   2. Your liability to us for any negligent damage or destruction of property caused by You shall be limited to the amount of your public liability insurance under clause 9.5 below.
   3. Subject to clauses 9.1, 9.2 above and 9.4 below and without prejudice to clauses 10.3 and 13.2, all other liability arising as a consequence from breach of this Agreement, negligence, statutory duty or otherwise shall be limited to three times (3) the amount paid or payable by us to You under the relevant Engagement Letter whichever is the greater.
   4. Neither of us shall be in any way be liable to the other for any indirect or consequential loss or damage including, any loss of business, profits (both direct and indirect) revenue, savings or goodwill in each case whether arising from negligence, breach of contract or otherwise.
   5. You undertake to procure and maintain Professional Indemnity Insurance in respect of the obligations assumed by You under this Agreement of at least five hundred thousand pounds (£500,000) sterling for any one claim and Public Liability Insurance of at least two-million (£2,000,000) pounds sterling, in respect of the obligations assumed by You under clause 9 with insurers of good repute and good financial standing.
5. **Anti-Corruption**
   1. UK Sport may terminate this Agreement and recover all its losses if You, Your Authorised Representatives, or anyone acting on the Party’s behalf:

* + 1. corruptly offers, gives or agrees to give to anyone any inducement or reward in respect of the Services (even if You do not know what has been done); or,
    2. commits Corruption;
  1. Any clause limiting Your liability shall not apply to this anti-corruption clause.
  2. You shall indemnify us against all claims, proceedings and investigations and all costs and expenses incurred in connection with claims, proceedings and investigations made or brought against us by any person in respect of Corruption committed by You, or Your Authorised Representatives.
  3. You shall at all times act with due regard to the fact that those persons that You and Your staff have contact with who work for us are public servants and are required to observe the highest standards of probity and conduct in the course of their employment with us. Accordingly, You shall not offer to or receive from any person (including any UK Sport staff, employee or board member), any inducement whether financial or otherwise to act improperly, without impartiality, not in good faith or in breach of trust in connection with the Services. You will indemnify and hold us harmless against any fines, costs, losses and expenses (including legal expenses) incurred by us directly arising from You breaching this clause 10.3.

1. **Set-Off**
   1. We reserve our right to set-off against our indebtedness to You any debt owed to us by You and any actual or future liability, damage, loss, costs, charges and expenses which We may incur in consequence of any breach by You of this Agreement or any other contract with us.
2. **Termination**
   1. Without prejudice to the exercise of any alternative or additional remedy or of any accrued rights We shall be entitled to determine this Agreement immediately upon the happening of any of the following events:
      1. You becoming bankrupt, or making a composition or arrangement with Your creditors, or having a proposal in respect of Your company for voluntary arrangement for a composition of debts or a scheme of arrangement approved in accordance with the Insolvency Act 1986;
      2. the appointment of an administrative receiver over Your assets;
      3. You having a winding-up order made or (except for the purposes of amalgamation or reconstruction) a resolution for voluntary winding-up passed;
      4. You having a provisional liquidator, or receiver or manager of its business;
      5. You having an administrative receiver, as defined by the Insolvency Act 1986 appointed;
      6. You being in circumstances which entitle the creditor to appoint, or have appointed a receiver, a manager or administrative receiver, or which entitles the court to make a winding-up order;
      7. You commit an act or are involved in any activity or scandal that shocks or offends the community, which manifests contempt or disregard for public morals or decency;
      8. You become subject to any proceedings relating to Corruption;
      9. You fail to comply with any of the provisions of this Agreement justifying termination;
      10. discovery of a material misrepresentation by You.
   2. We may terminate this Agreement without cause at any time by giving You not less than three (3) months’ notice in writing.
   3. Subject to any auditing requirements in which You can retain one copy for non-business purposes, on termination of this Agreement You shall, at our option, either destroy and/or return all drawings, reports, documents, plans, software, formulae, calculations and other data and materials We have provided to You pursuant to Agreement.
3. **Personal Data**
   1. Where the Services includes the processing of Personal Data (“data”) within the meaning of the Data Protection Act 1998 You shall (as our appointed “data processor” within the meaning of the Data Protection Act 1998):
      1. process data in accordance with our instructions;
      2. process data only to the extent and such a manner as is necessary for the provision of the Services;
      3. implement, keep under review and update where necessary appropriate technical and organisational measures to protect date;
      4. notify Us as soon as You become aware of any unauthorised or unlawful processing or any accidental loss, destruction, damage, alteration or disclosure of data (including request from a data subject concerning any information that may be contained in the data and any communication relating to our obligations under the Data Protection Act 1998 (including those from the Information Commissioner);
      5. not process data for Your own purposes, include the data in any product or services that You offer, pass on our data to any third parties;
      6. shall ensure the reliability of Your employees, sub-contractor’s personnel who will have access to data;
      7. employees and sub-contractor’s personnel undergo adequate training in the care, protection and handling of data;
      8. employees and sub-contractors perform their duties strictly in compliance with clause 13 (by treating data as confidential information);
      9. not process or permit the processing of data outside the European Economic Area;
      10. will not perform the Services in such a way to cause us to breach any of our obligations under the Data Protection Act 1998; and
      11. at Your own expense assist UK Sport to comply with any under obligations under the Data Protection Act 1998.
   2. You shall indemnify us against any and all claims, proceedings and investigations and all costs and expenses incurred in connection with claims, proceedings and investigations made or brought against us by any person arising from Your breach of the Data Protection Act 1998.
4. **Public Body Status**
   1. You acknowledge that we are a public body within the meaning of the Freedom of Information Act 2000 or Freedom of Information (Scotland) Act 2002 (‘the Acts’) and shall co-operate and assist us with disclosures under the Acts as if it were under identical duties and we shall have the right to determine the manner, timing and terms under which such disclosures shall be made save that nothing in this clause 14 shall impose an obligation on either Party to disclose information which it would be precluded from providing under the said Acts.
5. **Confidentiality**
   1. Subject to clause 14 above, except for the purpose of performing Your duties under this Agreement and the Engagement Letter or unless ordered to do so by a court of competent jurisdiction or by the operation of law, or information that is in the public domain already, You and Your Authorised Representatives shall keep all Confidential Information in the strictest confidence and shall not use, copy, disclose or communicate (and shall use Your best endeavours to prevent the improper use, disclosure or communication of) any Confidential Information, except with our prior written consent. For the avoidance of doubt the restrictions contained in this clause 15 shall:
      1. apply in addition to, and without prejudice to, Your common law obligations to keep the Confidential Information secret;
      2. apply throughout the Initial Period; and
      3. Survive any termination of this Agreement for the period of 10 years from completion of the Services provided that client confidentiality shall always be preserved.
   2. You may disclose Confidential Information only to Your Authorised Representatives who are directly involved in the provision of the Services and who need to know the information, and shall ensure that Your Authorised Representatives are aware of and comply with these obligations as to confidentiality.
6. **Transparency**
   1. The parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the Freedom of Information Act 2000, the content of this Agreement is not Confidential Information. We shall be responsible for determining in its absolute discretion whether any of the content of the Agreement is exempt from disclosure in accordance with the provisions of the Freedom of Information Act 2000. Notwithstanding any other term of these Terms of Business and Engagement Letter, You hereby give Your consent for us to publish this Agreement in its entirety (but with any information which is exempt from disclosure in accordance with the provisions of the Freedom of Information Act 2000 redacted), including from time to time agreed changes to the contract, to the general public.
   2. We may consult with You to inform You of our decision regarding any exemptions but we shall have the final decision in our absolute discretion.
   3. You shall assist and cooperate with us to enable us publish this Agreement.

1. **Invalid Clause**
   1. If one or more of terms of this Agreement are to any extent invalid or unenforceable under any applicable law, the remainder of the terms shall not be affected and shall be valid and enforceable to the fullest extent permitted by applicable law. The invalid provision shall be deemed replaced by that legally valid provision which approximates the economic intent of the invalid provision.

# No Agency

* 1. Nothing in this Agreement shall imply any relationship of partnership, joint venture, principal or agent between the Parties.

# No Waiver

* 1. Failure by us at any time to enforce this Agreement, or to require performance of any of the terms of this Agreement, shall not be construed as a waiver of any such term and shall not affect the validity of this Agreement or any part thereof or our right to enforce any provision in accordance with this Agreement.

# Good Environmental Practice

* 1. You shall use reasonable endeavours in carrying out the Services, observe good environmental practice.

# No Assignment

* 1. You shall not assign Your responsibilities in whole or in part under this Agreement without UK Sport’s prior written consent.

# No Publicity or Marketing Rights

* 1. You shall not seek to use any of our trademarks, trade names, logos or other intellectual property (“Marks”) or of any other official UK Sport programme or projects (“Projects or Programmes”) or use any trademarks, trade names or logos so resembling such Projects or Programmes as to be likely to cause confusion with such Projects or Programmes, for any marketing purposes whatsoever.

# Sub-contracting

* 1. You shall not sub-contract any of Your obligations under this Agreement without our approval, which shall not be unreasonably withheld or delayed. Where approval is given sub-contracting will not relieve You of your obligations under this Agreement.

# Entire Agreement

* 1. Save as otherwise expressly stated in this Agreement supersedes any representations, negotiations or understandings whether written, verbal or in electronic form carried out or entered into prior to the date of this Agreement (except that You warrant that all information given to UK Sport during any Tender, quotations process, discussions or negotiations leading up to the entering into this Agreement and not included in the Agreement was when given, and remains to the best of Your knowledge, accurate in all respects). This Agreement shall always prevail over any of your standard terms and conditions for supply or services no matter when they are provided during the Term including when they are attached to a specific invoice.

# Third Parties

* 1. Save for Home Country Sports Councils, it is not intended that any party who is not a party to this Agreement shall have the right to enforce any of the obligations rights or provisions contained in this Agreement and rights under the Contracts (Rights of Third Parties) Act 1999 are excluded.

# Force Majeure

Either of Us may claim relief from liability for non-performance of its obligations to the extent this is due to a Force Majeure Event provided that the Force Majeure Event continues for a period of 10 Working Days or more.

# Notices

* 1. Notices to us shall be in writing and be delivered by hand or sent by registered or recorded delivery post to the address of our registered office, by e mail or fax. Notices to You shall be in writing and be delivered by hand or sent by registered or recorded delivery post to the address of Your registered office from time to time, email address or fax number.
  2. A notice shall be deemed to have been served;
     1. by hand when delivered in person;
     2. by post on the third business day after the date of posting; or
     3. by email or fax at the end of the day when it is sent.

# Your Property & Equipment

* 1. Unless otherwise stated in the Engagement Letter, You shall provide all of the equipment, and materials etc. needed for provision of the Services.
  2. Where Your attendance is required at our or NGBs offices at any time You shall ensure at all times that Your equipment and materials etc., do not constitute a hazard for our or NGB employees or any visitors to our or NGB premises and all equipment and materials used by You are of satisfactory quality.
  3. We cannot accept responsibility for Your equipment and materials, including Your personal property and that of Your employees and it is Your responsibility to ensure that these are not left unattended and that they are removed to a place of security within Your control at the end of each day.

# Your Records

* 1. You shall keep and maintain during and after the completion of the Services, full and accurate records of the Services including this Agreement.

# Access to Records

* 1. You shall, on request, afford us or our authorised representatives (both internal and external, including but not limited to Department of Digital, Culture Media & Sport, National Audit Office, Equality and Human Rights Commission) such access to those records (including data processing facilities, data files and documentation needed for processing our data) as may be required by us in connection with the Services and shall co-operate in a full and timely manner with any reasonable request made by our Authorised Representatives.

# Anti-Discrimination

* 1. You and Your Authorised Representatives shall not unlawfully discriminate within the meaning and scope of the provisions of the Equality Act 2010 or any statutory modification or re-enactment of these relating to anti-discrimination.

# Health and Safety

* 1. You shall take all measures necessary to comply with the requirements of the Health and Safety at Work etc. Act 1974 and any other acts, orders, regulations and codes of practice relating to health and safety, which may apply to employees, sub-contractors and their employees in the performance of these Terms of Business.

# Survival

* 1. The following clauses shall survive termination of these Terms of Business Agreement for whatever reason; clauses 1, 9, 10.3, 13.2, 14, 15, 16, 17, 19, 12, 24, 25, 26, 27, 29, 34 and 35.

# Dispute Escalation Clause

* 1. The Parties shall use their best efforts to negotiate in good faith and settle amicably any dispute that may arise out of or relate to these Terms of Business and the Engagement Letter. If appropriate representatives of the Parties cannot settle any such dispute amicably through negotiations, the matter may be submitted for resolution by mediation with Sport Resolutions (Company No. 3351039) in accordance with Sport Resolutions' Mediation Procedure (as amended from time to time).

# Governing Law and Jurisdiction

* 1. English law shall govern the formation, interpretation and validity of the Agreement except in the case of the Home Country Sports Councils of Scotland and Northern Ireland where the law of their jurisdiction shall apply. Subject to clause 30 above, You submit to the jurisdiction of the Courts of England and Wales except for Scottish Courts and the courts in the Northern Ireland shall have jurisdiction for disputes relating to their respective sport councils.

**Appendix 6 - Draft Letter of Engagement**

[**Name** / **Address**]

**[Date]**

Dear […],

**LETTER OF ENGAGEMENT TO COMMISSION WORK UNDER THE UK WIDE LEADERSHIP DEVELOPMENT FRAMEWORK (“THE FRAMEWORK”) FOR THE PROVISION OF TEAM DEVELOPMENT AND/OR ORGANISATIONAL RESEARCHER SERVICES FOR […].**

1. Further to the Letter of Appointment dated […], […] require a [Team Development Expert to …] (“the Services”). The Services to be provided for the benefit of:

* [Name of recipient] of […sport…]
* For a period of [insert number of expert] days

1. Please liaise with […] on all matters relating to this Engagement Letter.
2. The total fees payable to […] shall be […] plus VAT. Fees shall be paid pursuant to the following payment schedule […] in accordance with clause […] of the Terms of Business.

I will be grateful if you could confirm you agreements by signing the counterpart copy of this letter me to at […].

**Yours sincerely,**

**[…]**

**Acceptance of Engagement**

[…] agree to these terms set out in this Engagement Letter dated […] related to the provision of Team Development Expert Services to [Name of recipient] of […sport…].

**Signed for and on behalf of […]**

**Print Name:**

**Signature:**

**Date:**