



**UK Research  
and Innovation**

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

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

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

Date: **[Insert date]**

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

Our ref: PS22044

Dear Sirs,

**Award of contract for the supply of Experimental approaches to public dialogue: ITT for a supplier to manage and evaluate a UKRI grant fund**

Following your tender/ proposal for PS22044 the supply Experimental approaches to public dialogue: ITT for a supplier to manage and evaluate a UKRI grant fund to UKRI, we are pleased to award this contract to you.

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

- (1) **United Kingdom Research and Innovation**, a statutory corporation whose registered office is at Polaris House, North Star Avenue, Swindon, England, SN2 1FL ("**UKRI**"); and
- (2) **[insert Supplier's full name]**, [a company incorporated and registered in [COUNTRY] with company number [NUMBER] and registered VAT number [NUMBER] whose registered office is at [REGISTERED OFFICE ADDRESS]] **OR** [a partnership under the laws of [COUNTRY] whose address is [ADDRESS]] **OR** [a business with its trading address at [ADDRESS]] (the "**Supplier**").

Unless the context otherwise requires, capitalised expressions used in this Award Letter have the same meanings as in the terms and conditions of contract set out in Schedule 1 to this Award Letter (the "**Conditions**"). In the event of any conflict between this Award Letter and the Conditions, this Award Letter shall prevail. Please do not attach any Supplier terms and conditions to this Award Letter as they will not be accepted by UKRI and may delay conclusion of the Contract.

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

**Term**

- 1 Commencement Date: Monday 4th April 2022
- 2 Expiry Date: Friday 31st March 2023

**Description of Goods and/or Services**

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

**Charges & Payment**

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

- 5 All invoices should be sent, quoting a valid purchase order number (PO Number) provided by UKRI, to: [finance@uksbs.co.uk](mailto:finance@uksbs.co.uk)
- 6 To avoid delay in payment it is important that the invoice is compliant and that it includes a valid PO Number, PO Number item number (if applicable) and the details (name and telephone number) of your UKRI contact (i.e. Contract Manager). Non-compliant invoices will be sent back to you, which may lead to a delay in payment. If you have a query regarding an outstanding payment please contact our Accounts Payable section either by email to **[finance@uksbs.co.uk](mailto:finance@uksbs.co.uk)** or by telephone 01793 867004 between 09:00-17:00 Monday to Friday.

### Supplier's Limit of Liability

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

### Notices

- 8 The address for notices of the Parties are:

#### UKRI

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

Attention: Head of Commercial

Email: [commercial@ukri.org](mailto:commercial@ukri.org)

#### Supplier

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

Attention: **[insert title]**

Email: **[insert email address]**

### Liaison

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

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

Yours faithfully,

Signed for and on behalf of **United Kingdom Research and Innovation**

Signature:

.....

Name:

.....

Position:

.....

Date:

.....

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

Signed for and on behalf of **[insert full name of Supplier]**

Signature:

.....

Name:

.....

Position:

.....

Date:

.....

Terms and Conditions of Contract for Goods and/or Services

## 1 INTERPRETATION

### 1.1 In these terms and conditions:

"Award Letter"	means the letter from UKRI to the Supplier printed above these terms and conditions;
"Central Government Body"	<p>means a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics:</p> <ul style="list-style-type: none"> <li>(a) Government Department;</li> <li>(b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);</li> <li>(c) Non-Ministerial Department; or</li> <li>(d) Executive Agency;</li> </ul>
"Charges"	means the charges for the Goods and/or Services as specified in the Award Letter;
"Commencement Date"	means the date for the start of the Contract as set out in the Award Letter;
"Confidential Information"	<p>means:</p> <ul style="list-style-type: none"> <li>(a) all confidential information and data which is acquired from or made available (directly or indirectly) by the Disclosing Party or the Disclosing Party's representatives however conveyed or presented, including but not limited to any information or document relating to the Disclosing Party's business, affairs, operations, budgets, policies, processes, initiatives, plans, product information, pricing information, technical or commercial know-how, trade secrets, specifications, strategies, inventions, designs, software, market opportunities, personnel, customers or suppliers (whether relating to this Contract or otherwise) either orally, in writing, or in whatever form obtained or maintained;</li> <li>(b) any information or analysis derived from the Confidential Information;</li> <li>(c) anything marked as confidential and any other information notified by or on behalf of the Disclosing Party to the Receiving Party as being confidential;</li> <li>(d) the existence and terms of this Contract and of any subsequent agreement entered into in relation to this Contract;</li> <li>(e) the fact that discussions and negotiations are taking place concerning this Contract and the status of those discussions and negotiations; and</li> <li>(f) any copy of any of the information described in (a), (b), (c), (d) or (e) above, which shall be deemed to become Confidential Information when it is made. For the purposes of this definition, a copy shall include, without limitation, any notes or recordings of the information described in (a), (b), (c), (d) or (e) above (howsoever made);</li> </ul>
"Contract"	means the contract between (i) UKRI and (ii) the Supplier constituted by the Supplier's

	countersignature of the Award Letter and includes the Award Letter and Schedules;
"Data Protection Legislation"	means, for the periods for which they are in force, all laws giving effect or purporting to give effect to the GDPR, the Data Protection Act 2018, or otherwise relating to data protection, including the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Electronic Communications Data Protection Directive (2002/58/EC), the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2426/2003) and all applicable laws and regulations relating to the processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner, in each case as amended or substituted from time to time;
"Data Subject"	shall have the same meaning as in the Data Protection Legislation;
"Date of Delivery"	means that date by which the Goods must be Delivered to UKRI, as specified in the Award Letter.
"Deliver"	means hand over the Goods to UKRI at the address and on the date specified in the Award Letter, which shall include unloading and any other specific arrangements agreed in accordance with Clause 6. Delivered and Delivery shall be construed accordingly.
"Disclosing Party"	means a Party that makes a disclosure of Confidential Information to another Party;
"EIR"	means the Environmental Information Regulations 2004 (or if applicable the Environmental Information Regulations (Scotland) 2004);
"Expiry Date"	means the date for expiry of the Contract as set out in the Award Letter;
"FOIA"	means the Freedom of Information Act 2000 (or if applicable the Freedom of Information (Scotland) Act 2002);
"GDPR"	means: <ul style="list-style-type: none"> <li>(a) the General Data Protection Regulations (Regulation (EU) 2016/679); or</li> <li>(b) any equivalent legislation amending or replacing the General Data Protection Regulations (Regulation (EU) 2016/679);</li> </ul>
"Good Industry Practice"	means all relevant practices and professional standards that would be expected of a well-managed, expert service provider performing services substantially similar to the Services or substantially similar to the Goods provided to customers of a substantially similar size and nature as UKRI;
"Goods"	means the goods to be supplied by the Supplier to UKRI under the Contract;
"Information"	has the meaning given under section 84 of the FOIA;
"Intellectual Property Rights"	means: <ul style="list-style-type: none"> <li>(a) copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in Internet domain names and website addresses and other rights in trade names, designs, know-how, trade secrets and other rights in Confidential Information;</li> </ul>

- (b) applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction; and
- (c) all other rights having equivalent or similar effect in any country or jurisdiction;

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

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

- (a) references to numbered clauses are references to the relevant clause in these terms and conditions;
- (b) any obligation on any Party not to do or omit to do anything shall include an obligation not to allow that thing to be done or omitted to be done;

- (c) the headings to the clauses of these terms and conditions are for information only and do not affect the interpretation of the Contract;
- (d) any reference to an enactment includes reference to that enactment as amended or replaced from time to time and to any subordinate legislation or byelaw made under that enactment; and
- (e) the word 'including' shall be understood as meaning 'including without limitation'.

## 2 BASIS OF CONTRACT

- 2.1 The Award Letter constitutes an offer by UKRI to purchase the Goods and/or Services subject to and in accordance with the terms and conditions of the Contract.
- 2.2 The offer comprised in the Award Letter shall be deemed to be accepted by the Supplier on receipt by UKRI of a copy of the Award Letter countersigned by the Supplier.

## 3 SUPPLY OF GOODS AND SERVICES

- 3.1 In consideration of UKRI's agreement to pay the Charges, the Supplier shall supply the Goods and/or Services to UKRI subject to and in accordance with the terms and conditions of the Contract.
- 3.2 In supplying the Goods and/or Services, the Supplier shall:
  - (a) co-operate with UKRI in all matters relating to the supply of Goods and/or Services and comply with all UKRI's instructions; and
  - (b) comply with all applicable laws.
- 3.3 The Supplier shall supply the Goods in accordance with the Specification. The Supplier warrants, represents, undertakes and guarantees that the Goods supplied under the Contract shall:
  - (a) be free from defects (manifest or latent), in materials and workmanship and remain so for 12 months after Delivery;
  - (b) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979) and comply with any applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods;
  - (c) conform with the specifications (including the Specification), drawings, descriptions given in quotations, estimates, brochures, sales, marketing and technical literature or material (in whatever format made available by the Supplier) supplied by, or on behalf of, the Supplier;
  - (d) be free from design defects; and
  - (e) be fit for any purpose held out by the Supplier or made known to the Supplier by UKRI expressly or by implication, and in this respect UKRI relies on the Supplier's skill and judgement. The Supplier acknowledges and agrees that the approval by UKRI of any designs provided by the Supplier shall not relieve the Supplier of any of its obligations under this clause 3.3.
- 3.4 In supplying the Services, the Supplier shall:
  - (a) perform the Services with all reasonable care, skill and diligence in accordance with good industry practice in the Supplier's industry, profession or trade;

- (b) use Staff who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with the Contract;
- (c) ensure that the Services shall conform with all descriptions and specifications set out in the Specification;
- (d) not do or allow anything to be done that would, or would be likely to, bring UKRI into disrepute or adversely affect its reputation in any way; and
- (e) provide all equipment, tools and vehicles and other items as are required to provide the Services.

#### 4 **TERM**

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

#### 5 **CHARGES, PAYMENT AND RECOVERY OF SUMS DUE**

- 5.1 The Charges for the Goods and/or Services shall be as set out in the Award Letter and shall be the full and exclusive remuneration of the Supplier in respect of the supply of the Goods and/or Services. Unless otherwise agreed in writing by UKRI, the Charges shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the supply of the Goods and/or performance of the Service.
- 5.2 All amounts stated are exclusive of VAT which shall be charged at the prevailing rate. UKRI shall, following the receipt of a valid VAT invoice, pay to the Supplier a sum equal to the VAT chargeable in respect of the Goods and/or Services.
- 5.3 The Supplier shall invoice UKRI as specified in the Contract. Each invoice shall include such supporting information required by UKRI to verify the accuracy of the invoice, including the relevant Purchase Order Number and a breakdown of the Goods and/or Services supplied in the invoice period.
- 5.4 In consideration of the supply of the Goods and/or Services by the Supplier, UKRI shall pay the Supplier the invoiced amounts no later than 30 days after verifying that the invoice is valid and undisputed and includes a valid Purchase Order Number. UKRI may, without prejudice to any other rights and remedies under the Contract, withhold or reduce payments in the event of unsatisfactory performance.
- 5.5 If UKRI fails to consider and verify an invoice in a timely fashion the invoice shall be regarded as valid and undisputed for the purpose of clause 5.4 after a reasonable time has passed (which shall be no less than 14 calendar days).
- 5.6 If there is a dispute between the Parties as to the amount invoiced, UKRI may reject the invoice in its entirety. The Supplier shall not suspend the supply of the Goods and/or Services unless the Supplier is entitled to terminate the Contract for a failure to pay undisputed sums in accordance with clause 18.5. Any disputed amounts shall be resolved through the dispute resolution procedure detailed in clause 21.
- 5.7 Where the Supplier enters into a sub-contract, the Supplier shall include in that sub-contract:
- (a) provisions having the same effects as clauses 5.3 to 5.6 (inclusive) of this Contract; and



- (b) a provision requiring the counterparty to that sub-contract to include in any sub-contract which it awards provisions having the same effects as clauses 5.3 to 5.7 (inclusive) of this Contract.
  - (c) In this clause 5.7, "sub-contract" means a contract between two or more suppliers, at any stage of remoteness from UKRI in a subcontracting chain, made wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of this Contract.
- 5.8 If any sum of money is recoverable from or payable by the Supplier under the Contract (including any sum which the Supplier is liable to pay to UKRI in respect of any breach of the Contract), that sum may be deducted unilaterally by UKRI from any sum then due, or which may come due, to the Supplier under the Contract or under any other agreement or contract with UKRI. The Supplier shall not be entitled to assert any credit, set-off or counterclaim against UKRI in order to justify withholding payment of any such amount in whole or in part.
- 6 DELIVERY**
- 6.1 The Supplier shall Deliver the Goods to UKRI on or by the Date of Delivery. Unless otherwise agreed in writing by UKRI, Delivery shall be on the date and to the address specified in the Award Letter. Delivery of the Goods shall be completed once the completion of unloading the Goods from the transporting vehicle at the Delivery address has taken place and UKRI has signed for the Delivery.
- 6.2 Any access to UKRI's premises and any labour and equipment that may be provided by UKRI in connection with Delivery of the Goods shall be provided without acceptance by UKRI of any liability in respect of any actions, claims, costs and expenses incurred by third parties for any loss or damages to the extent that such loss or damage is not attributable to the negligence or other wrongful act of UKRI or its servant or agent. The Supplier shall indemnify UKRI in respect of any actions, suits, claims, demands, losses, charges, costs and expenses, which UKRI may suffer or incur as a result of or in connection with any damage or injury (whether fatal or otherwise) occurring in the course of Delivery or installation to the extent that any such damage or injury is attributable to any act or omission of the Supplier or any of his sub-Suppliers.
- 6.3 Delivery of the Goods shall be accompanied by a delivery note which shows the Purchase Order Number and the type and quantity of the Goods and, in the case of part Delivery, the outstanding balance remaining to be Delivered.
- 6.4 Unless otherwise stipulated by UKRI in the Award Letter, Deliveries shall only be accepted by UKRI on Working Days and during normal business hours.
- 6.5 Where (i) the Supplier fails to Deliver the Goods or part of the Goods or (ii) the Goods or part of the Goods do not comply with the provisions of clause 3, then without limiting any of its other rights or remedies implied by statute or common law, UKRI shall be entitled:
- (a) to terminate the Contract;
  - (b) to require the Supplier, free of charge, to deliver substitute Goods within the timescales specified by UKRI;
  - (c) to require the Supplier, free of charge, to repair or replace the rejected Goods, or to provide a full refund of the Charges of the rejected Goods (if paid);
  - (d) to reject the Goods (in whole or part) and return them to the Supplier at the Supplier's own risk and expense and UKRI shall be entitled to a full refund on those Goods or part of Goods duly returned;

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

## 7 **PROPERTY AND GUARANTEE OF TITLE**

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

7.2 The Supplier warrants that:

- (a) it has full clear and unencumbered title to all the Goods;
- (b) at the date of Delivery of any of the Goods it shall have full and unrestricted right, power and authority to sell, transfer and deliver all of the Goods to UKRI; and
- (c) on Delivery UKRI shall acquire a valid and unencumbered title to the Goods.

## 8 **STAFF**

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

- (a) refuse admission to the relevant person(s) to UKRI's premises;
- (b) direct the Supplier to end the involvement in the provision of the Goods and/or Services of the relevant person(s); and/or
- (c) require that the Supplier replace any person removed under this clause with another suitably qualified person and procure that any security pass issued by UKRI to the person removed is surrendered,

and the Supplier shall comply with any such notice.

8.2 The Supplier shall:

- (a) ensure that all Staff are vetted in accordance with the Staff Vetting Procedures and if requested, comply with UKRI's Staff Vetting Procedures as supplied from time to time;
- (b) ensure that no person who discloses that he/she has a conviction that is relevant to the nature of the Contract, relevant to the work of UKRI, or is of a type otherwise advised by UKRI (each such conviction a "**Relevant Conviction**"), or is found by the Supplier to have a Relevant Conviction (whether as a result of a police check, the Staff Vetting Procedures or otherwise) is employed or engaged in the provision of any part of the supply of the Goods and/or Services;
- (c) if requested, provide UKRI with a list of the names and addresses (and any other relevant information) of all persons who may require admission to UKRI's premises in connection with the Contract; and
- (d) procure that all Staff comply with any rules, regulations and requirements reasonably specified by UKRI.

## 9 TUPE

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

## 10 ASSIGNMENT AND SUB-CONTRACTING

- 10.1 The Supplier shall not without the written consent of UKRI assign, sub-contract, novate or in any way dispose of the benefit and/ or the burden of the Contract or any part of the Contract. UKRI may, in the granting of such consent, provide for additional terms and conditions relating to such assignment, sub-contract, novation or disposal. The Supplier shall be responsible for the acts and omissions of its sub-contractors as though those acts and omissions were its own.
- 10.2 Where UKRI has consented to the placing of sub-contracts, the Supplier shall, at the request of UKRI, send copies of each sub-contract, to UKRI as soon as is reasonably practicable.
- 10.3 UKRI may assign, novate, or otherwise dispose of its rights and obligations under the Contract without the consent of the Supplier provided that such assignment, novation or disposal shall not increase the burden of the Supplier's obligations under the Contract.

## 11 INTELLECTUAL PROPERTY AND INDEMNITY

- 11.1 All Intellectual Property Rights in any materials provided by UKRI to the Supplier for the purposes of this Contract shall remain the property of UKRI but UKRI hereby grants the Supplier a royalty-free, non-exclusive and non-transferable licence to use such materials as required until termination or expiry of the Contract for the sole purpose of enabling the Supplier to perform its obligations under the Contract.
- 11.2 The ownership of all Intellectual Property Rights in any materials created or developed by the Supplier pursuant to the Contract or arising as a result of the provision of the Goods and/or Services shall vest in UKRI. If, and to the extent, that the ownership of any Intellectual Property Rights in such materials vest in the Supplier by operation of law, the Supplier hereby assigns ownership of such Intellectual Property Rights to UKRI by way of a present assignment of future rights that shall take place immediately on the coming into existence of any such Intellectual Property Rights all its Intellectual Property Rights in such materials (with full title guarantee and free from all third party rights).
- 11.3 UKRI hereby grants the Supplier a royalty-free, non-exclusive and non-transferable licence to use any Intellectual Property Rights in the materials created or developed by the Supplier pursuant to the Contract and any Intellectual Property Rights arising as a result of the provision of the Goods and/or Services as required until termination or expiry of this Contract for the sole purpose of enabling the Supplier to perform its obligations under the Contract
- 11.4 Without prejudice to clause 11.2, the Supplier hereby grants UKRI a perpetual, royalty-free, irrevocable and non-exclusive licence (with a right to sub-license) to use any Intellectual Property Rights vested in or licensed to the Supplier on the date of the Contract or during the Term to the extent not falling within clause 11.2 including any modifications to or derivative versions of any such Intellectual Property Rights, which UKRI reasonably requires in order to exercise its rights and take the benefit of the Contract including the Goods and/or Services provided.
- 11.5 The Supplier shall indemnify, and keep indemnified, UKRI in full against all cost, expenses, damages and losses (whether direct or indirect), including any interest, penalties, and reasonable legal and other professional fees awarded against or incurred or paid by UKRI as a result of or in connection with any claim made against UKRI for actual or alleged infringement of a third party's intellectual property arising out of, or in

connection with, the supply or use of the Goods and/or Services, to the extent that the claim is attributable to the acts or omission of the Supplier or any Staff.

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

## 12 RECORDS

- 12.1 If required by UKRI, the Supplier shall:

- (a) attend progress meetings with UKRI at the frequency and times specified by UKRI and shall ensure that its representatives are suitably qualified to attend such meetings; and
- (b) submit progress reports to UKRI at the times and in the format specified by UKRI.

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

## 13 CONFIDENTIALITY, TRANSPARENCY AND PUBLICITY

- 13.1 Subject to clause 13.2, each Party shall:

- (a) treat all Confidential Information it receives as confidential, safeguard it accordingly and not disclose it to any other person without the prior written permission of the disclosing Party; and
- (b) not use or exploit the Disclosing Party's Confidential Information in any way except for the purposes anticipated under the Contract.

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

- (a) where disclosure is required by applicable law or by a court of competent jurisdiction;
- (b) to its auditors or for the purposes of regulatory requirements;
- (c) on a confidential basis, to its professional advisers;
- (d) to the Serious Fraud Office where the Party has reasonable grounds to believe that the other Party is involved in activity that may constitute a criminal offence under the Bribery Act 2010;
- (e) where the Receiving Party is the Supplier, to the Staff on a need to know basis to enable performance of the Supplier's obligations under the Contract provided that the Supplier shall procure that any Staff to whom it discloses Confidential Information pursuant to this clause 13.2(e) shall observe the Supplier's confidentiality obligations under the Contract; and
- (f) where the Receiving Party is UKRI:

- (i) on a confidential basis to the employees, agents, consultants and contractors of UKRI;
- (ii) on a confidential basis to any Central Government Body, any successor body to a Central Government Body or any company to which UKRI transfers or proposes to transfer all or any part of its business;
- (iii) to the extent that UKRI (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions; or
- (iv) in accordance with clause 14.

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

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

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

#### 14 FREEDOM OF INFORMATION

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

- (a) provide all necessary assistance and cooperation as reasonably requested by UKRI to enable UKRI to comply with its obligations under the FOIA and the EIR;
- (b) transfer to UKRI all Requests for Information relating to the Contract that it receives as soon as practicable and in any event within 2 Working Days of receipt;
- (c) provide UKRI with a copy of all Information belonging to UKRI requested in the Request for Information which is in its possession or control in the form that UKRI requires within 5 Working Days (or such other period as UKRI may reasonably specify) of UKRI's request for such Information; and
- (d) not respond directly to a Request for Information unless authorised in writing to do so by UKRI.

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

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

## 15 PROTECTION OF PERSONAL DATA AND SECURITY OF DATA

- 15.1 In this Clause 15, the terms, "processes", "data controller" and "data processor" shall have the same meanings given to them under Data Protection Legislation.
- 15.2 The Parties acknowledge that for the purposes of Data Protection Legislation, UKRI is the data controller and the Supplier is the data processor of any Personal Data.
- 15.3 The Supplier shall and shall procure that its staff and sub-contractors shall comply with all Data Protection Legislation in relation to any Personal Data processed.
- 15.4 Without limiting Clauses 15.2 and 15.3, the Supplier shall at all times (and shall ensure that at all times its staff):
- (a) process Personal Data only in accordance with the documented instructions received from UKRI and during the Term of this Contract. The Supplier shall immediately inform UKRI if, in the Supplier's opinion, an instruction from UKRI infringes the Data Protection Legislation or any other applicable law;
  - (b) ensure that any person to whom it provides the Personal Data is subject to appropriate confidentiality obligations;
  - (c) disclose any Personal Data only on a need to know basis to staff directly concerned with the provision of the Goods and/or Services;
  - (d) not transfer or direct the transfer of any Personal Data to any third party or process or direct the processing of Personal Data outside of the European Economic Area in each case without UKRI's prior written consent (which consent may be subject to conditions as directed by UKRI);
  - (e) keep all Personal Data confidential, and have in place now and shall on a continuing basis take all reasonable appropriate technical and organisational measures to keep all Personal Data confidential and secure and to protect against unauthorised or unlawful processing, accidental loss, destruction, damage, alteration, disclosure or access;
  - (f) upon request by UKRI, promptly do such other acts in relation to the Personal Data, or any part thereof, as UKRI shall request to enable UKRI to comply with its obligations under the Data Protection Legislation;
  - (g) notify UKRI promptly (and at least within 24 hours) if it receives a request from a Data Subject or a complaint relating to a Data Subject and promptly provide UKRI with all such data, information, cooperation and assistance as is required by UKRI in order to respond to and resolve the request or complaint within any applicable time frames;
  - (h) provide such information and allow for and contribute to audits, including inspections, conducted by UKRI or an auditor mandated by UKRI, as is reasonably necessary to enable UKRI to satisfy itself of the Supplier's compliance with this Clause 15 and the Data Protection Legislation
  - (i) on termination or expiry of this Contract, and at any other time on UKRI's request, either return or destroy (as elected by UKRI) the Personal Data (including all copies of it) and confirm in writing that it has complied with this obligation; and
  - (j) notify UKRI without undue delay on becoming aware of any Personal Data Breach and promptly following notification, provide such data, information and assistance as is required by UKRI in order for UKRI to notify the Personal Data Breach to the

Information Commissioner and/or Data Subject(s) and otherwise fulfil its obligations under Data Protection Legislation.

## 16 LIABILITY

- 16.1 UKRI shall not be responsible for any injury, loss, damage, cost or expense suffered by the Supplier if and to the extent that it is caused by the negligence or wilful misconduct of the Supplier or the Staff or breach by the Supplier of its obligations under the Contract. The Supplier shall not be responsible for any injury, loss, damage, cost or expense suffered by UKRI if and to the extent that it is caused by the negligence or wilful misconduct of UKRI or by breach by UKRI of its obligations under the Contract.
- 16.2 Subject always to clause 16.5 and 16.6 in no event shall either Party be liable to the other Party for any:
- (a) loss of profits;
  - (b) loss of business;
  - (c) loss of revenue;
  - (d) loss of or damage to goodwill;
  - (e) loss of savings (whether anticipated or otherwise); and/or
  - (f) any indirect, special or consequential loss or damage.
- 16.3 Subject always to clause 16.5 and 16.6, the aggregate liability of the Supplier in respect of all defaults, claims, losses or damages howsoever caused, whether arising from breach of the Contract, the supply or failure to supply of the Goods and/or perform the Services, misrepresentation (whether tortious or statutory), tort (including negligence), breach of statutory duty or otherwise shall in no event exceed the Limit of Liability.
- 16.4 Subject to clause 16.5, the aggregate liability of UKRI in respect of all defaults, claims, losses or damages howsoever caused, whether arising from breach of the Contract, misrepresentation (whether tortious or statutory), tort (including negligence), breach of statutory duty or otherwise shall in no event exceed a sum equal to the Charges.
- 16.5 Nothing in the Contract shall be construed to limit or exclude either Party's liability for:
- (a) death or personal injury caused by its negligence or that of its Staff;
  - (b) fraud or fraudulent misrepresentation by it or that of its Staff;
  - (c) breach of any obligation as to title implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or
  - (d) any other matter which, by law, may not be excluded or limited.
- 16.6 The Supplier's liability under the indemnities in clauses 11.5, 15 and 20.3 shall be unlimited.
- 16.7 The Supplier shall effect and maintain an adequate level of insurance cover in respect of all risks that may be incurred by it in the performance of this Contract. On request from UKRI, the Supplier shall provide UKRI with copies of the insurance policy certificates and details of the cover provided.

## 17 **FORCE MAJEURE**

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

## 18 **TERMINATION**

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

- (a) such Charges or that part of the Charges for Goods which have been Delivered to UKRI or, on the deemed date of service of the notice of cancellation, are already in transit and the costs of materials which the Supplier has purchased to fulfil the order for the Goods and which cannot be used for other orders or be returned to the supplier of those materials for a refund; and/or
- (b) such Charges or that part of the Charges for Services provided and a fair and reasonable portion of the Charges for work-in-progress in performing the Services at the time of termination,

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

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

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

- (a) (without prejudice to clause 18.3(e)), is in material breach of any obligation under the Contract which is not capable of remedy;
- (b) repeatedly breaches any of the terms and conditions of the Contract in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms and conditions of the Contract;
- (c) is in material breach of any obligation which is capable of remedy, and that breach is not remedied within 30 days of the Supplier receiving notice specifying the breach and requiring it to be remedied;
- (d) undergoes a change of control within the meaning of section 1124 of the Corporation Tax 2010, unless UKRI has given its prior written consent to the change of control or does not raise an objection within 6 months of the Supplier's written notice to UKRI that a change of control has occurred;
- (e) breaches the provisions of clauses 8.2, 13, 14, 15 and 19;
- (f) becomes insolvent, or if an order is made or a resolution is passed for the winding up of the Supplier (other than voluntarily for the purpose of solvent amalgamation



or reconstruction), or if an administrator or administrative receiver is appointed in respect of the whole or any part of the Supplier's assets or business, or if the Supplier makes any composition with its creditors or takes or suffers any similar or analogous action (to any of the actions detailed in this clause 18.3) in consequence of debt in any jurisdiction; or

- (g) fails to comply with legal obligations in the fields of environmental, social or labour law.
- 18.4 The Supplier shall notify UKRI as soon as practicable of any change of control as referred to in clause 18.3(d) or any potential such change of control.
- 18.5 In addition to the Supplier's statutory rights, the Supplier may terminate the Contract by written notice to UKRI if UKRI has not paid any undisputed invoice within 90 days of it falling due.
- 18.6 Termination or expiry of the Contract shall be without prejudice to the rights of either Party accrued prior to termination or expiry and shall not affect the continuing rights of the Parties under clauses 2, 3.2, 3.3, 8, 11, 12.1, 13, 14, 15, 16, 18.7, 19.4, 20.3, 21 and 22.9 and any other term or condition of the Contract that either expressly or by implication has effect after termination.
- 18.7 Upon termination or expiry of the Contract, the Supplier shall:
- (a) give all reasonable assistance to UKRI and any incoming supplier of Goods and/or Services; and
  - (b) return all requested documents, information and data to UKRI as soon as reasonably practicable.
- 19 **COMPLIANCE**
- 19.1 The Supplier shall promptly notify UKRI of any health and safety hazards which may arise in connection with the performance of its obligations under the Contract. UKRI shall promptly notify the Supplier of any health and safety hazards which may exist or arise at UKRI's premises and which may affect the Supplier in the performance of its obligations under the Contract.
- 19.2 The Supplier shall:
- (a) comply with the reasonable requirements of UKRI's security arrangements;
  - (b) comply with all UKRI's health and safety measures;
  - (c) notify UKRI immediately in the event of any incident occurring in the performance of its obligations under the Contract on UKRI's premises where that incident causes any personal injury or damage to property which could give rise to personal injury;
  - (d) perform its obligations under the Contract in accordance with all applicable equality law and UKRI's equality and diversity policy as provided to the Supplier from time to time;
  - (e) take all reasonable steps to secure the observance of clause 19.2(d) by all Staff; and
  - (f) supply the Goods and any packaging in accordance with UKRI's environmental policy as provided from time to time.

- 19.3 The Goods shall be packed and marked in a proper manner and in accordance with any instructions specified in the Award Letter, any statutory requirements and any requirements of the carriers. All packaging materials shall be considered non-returnable. The Supplier shall indemnify UKRI against all actions, suits, claims, demands, losses, charges, costs and expenses which UKRI may suffer or incur as a result of, or in connection with, any breach of this clause 19.3.
- 19.4 If notified by UKRI, the Supplier shall comply with, and shall ensure that its Staff shall comply with, the provisions of:
- (a) the Official Secrets Acts 1911 to 1989; and
  - (b) section 182 of the Finance Act 1989.

## 20 PREVENTION OF FRAUD AND CORRUPTION

- 20.1 The Supplier shall not offer, give, or agree to give anything, to any person an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of the Contract or for showing or refraining from showing favour or disfavour to any person in relation to the Contract.
- 20.2 The Supplier shall take all reasonable steps, in accordance with Good Industry Practice, to prevent fraud by the Staff and the Supplier (including its shareholders, members and directors) in connection with the Contract and shall notify UKRI immediately if it has reason to suspect that any fraud has occurred or is occurring or is likely to occur.
- 20.3 If the Supplier or the Staff engages in conduct prohibited by clause 20.1 or commits fraud in relation to the Contract or any other contract with the Crown (including UKRI) UKRI may:
- (a) terminate the Contract and recover from the Supplier the amount of any loss suffered by UKRI resulting from the termination, including the cost reasonably incurred by UKRI of making other arrangements for the supply of the Goods and/or Services and any additional expenditure incurred by UKRI throughout the remainder of the Contract; or
  - (b) recover in full from the Supplier any other loss sustained by UKRI in consequence of any breach of this clause.

## 21 DISPUTE RESOLUTION

- 21.1 The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the Contract and such efforts shall involve the escalation of the dispute to an appropriately senior representative of each Party.
- 21.2 If the dispute cannot be resolved by the Parties within one month of being escalated as referred to in clause 21.1, the dispute may by agreement between the Parties be referred to a neutral adviser or mediator (the "**Mediator**") chosen by agreement between the Parties. All negotiations connected with the dispute shall be conducted in confidence and without prejudice to the rights of the Parties in any further proceedings.
- 21.3 If the Parties fail to appoint a Mediator within one month, or fail to enter into a written agreement resolving the dispute within one month of the Mediator being appointed, either Party may exercise any remedy it has under applicable law.

## 22 GENERAL

- 22.1 Each of the Parties represents and warrants to the other that it has full capacity and authority, and all necessary consents, licences and permissions to enter into and perform

its obligations under the Contract, and that the Contract is executed by its duly authorised representative.

- 22.2 The Supplier warrants and represents that during the Term it shall not accept work from other sources that will in any way impair or affect its ability to provide the Goods and/or Services and comply with the terms of this Contract.
- 22.3 The Supplier must make sure that neither it nor any of its Staff or sub-contractors are placed in a position where there is or may be an actual conflict, or a potential conflict, between their interests or the interests of its Staff or sub-contractors and the Supplier's obligations under this Contract. You must disclose to us the particulars of any conflict of interest that arises.
- 22.4 A person who is not a party to the Contract shall have no right to enforce any of its provisions which, expressly or by implication, confer a benefit on him or her, without the prior written agreement of the Parties.
- 22.5 The Contract cannot be varied except in writing signed by a duly authorised representative of both the Parties.
- 22.6 The Contract contains the whole agreement between the Parties and supersedes and replaces any prior written or oral agreements, representations or understandings between them. The Parties confirm that they have not entered into the Contract on the basis of any representation that is not expressly incorporated into the Contract. Nothing in this clause 22.6 shall exclude liability for fraud or fraudulent misrepresentation.
- 22.7 Any waiver or relaxation either partly, or wholly of any of the terms and conditions of the Contract shall be valid only if it is communicated to the other Party in writing and expressly stated to be a waiver. A waiver of any right or remedy arising from a breach of contract shall not constitute a waiver of any right or remedy arising from any other breach of the Contract.
- 22.8 The Contract shall not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the Parties other than the contractual relationship expressly provided for in the Contract. Neither Party shall have, nor represent that it has, any authority to make any commitments on the other Party's behalf.
- 22.9 Except as otherwise expressly provided by the Contract, all remedies available to either Party for breach of the Contract (whether under the Contract, statute or common law) are cumulative and may be exercised concurrently or separately, and the exercise of one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.
- 22.10 If any provision of the Contract is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from the Contract and rendered ineffective as far as possible without modifying the remaining provisions of the Contract, and shall not in any way affect any other circumstances of or the validity or enforcement of the Contract.

## 23 NOTICES

- 23.1 Any notice to be given under the Contract shall be in writing and may be served by personal delivery, first class recorded or, subject to clause 23.3, e-mail to the address of the relevant Party set out in the Award Letter, or such other address as that Party may from time to time notify to the other Party in accordance with this clause.
- 23.2 Notices served as above shall be deemed served on the Working Day of delivery provided delivery is before 5.00pm on a Working Day. Otherwise delivery shall be deemed to occur

on the next Working Day. An email shall be deemed delivered when sent unless an error message is received.

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

24 **GOVERNING LAW AND JURISDICTION**

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

### Specification

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

#### Summary of requirement

As a public funder of research and innovation, UKRI is committed to listen to and act on diverse views to shape research and innovation priorities, and to co-create a responsive and inclusive research and innovation system.

In the R&D People and Culture strategy<sup>1</sup> UKRI committed to pilot experimental approaches to public dialogue. Definitions of public dialogue vary widely. A central feature of traditional public dialogue is deliberation, which allows time for participants to become informed, reflect on their own and others' views, uncover issues in depth with other people and come to a viewpoint. This fund has a more expanded scope.

For this fund we will trial new possibilities for constructive conversation, connection and cooperation on research and innovation related topics. In realising these possibilities, we will fund pilots that deploy cutting edge digital and creative techniques to **extend reach**, facilitate **'bottom-up'** engagement and trial forms of **'passive'** and **'informal'** engagement.

The fund will look at pilot process and outcomes, assess the effectiveness of innovative engagement, identify what works (and doesn't work) and under what circumstances. We will use this learning to develop and promote new types of engagement to research funders, policy-makers and public engagement practitioners.

Pilot projects will start by August 2022, delivering final outputs by mid-February 2023, so that the supplier has sufficient time to produce the final fund deliverables.

With this ITT, we invite organisations to submit proposals to manage and evaluate the fund. In practice this will involve fund management and administration, oversee payments to pilot projects, publicise the fund, support pilot projects, and review, synthesise, and share pilot outcomes and learning.

The value of this contract will be no more than £90,000 excluding VAT, it will commence in April 2022 and finish by the end of March 2023.

For the role of the supplier, we are looking for an organisation with:

- Fresh thinking and new ideas to undertaking experimental public dialogue that can deliver understanding and new forms of impact.
- Excellent networks with public engagement funders and practitioners, and experts in technology, design, creative arts, entertainment, communications, and digital.
- Strong track record in programme and grant management, communications, and evaluation, and producing high quality and engaging outputs to showcase programme and project learning.
- Strong understanding of the latest developments in research and innovation policy and thinking across government, academia, research councils, and other UKRI stakeholders.

<sup>1</sup> [R&D People and Culture Strategy \(publishing.service.gov.uk\)](https://publishing.service.gov.uk)

## 1. Aims and objectives

UK Research and Innovation (UKRI) UKRI brings together the seven research councils (AHRC, BBSRC, ESRC, EPSRC, MRC, NERC and STFC), Innovate UK and a new organisation, Research England. UKRI's vision is for an outstanding research and innovation system in the UK that gives everyone the opportunity to contribute and to benefit, enriching lives locally, nationally, and internationally. Our mission is to convene, catalyse and invest in close collaboration with others to build a thriving, inclusive research and innovation system that connects discovery to prosperity and public good.

UKRI has made a commitment in the R&D People and Culture strategy to pilot experimental approaches to public dialogue. The fund must attract a large number of bids from diverse organisations and professionals across a wide range of sectors and communities. UKRI is well equipped to fund universities and research institutes, but not necessarily organisations beyond this limited scope. As such, we are seeking a supplier who will manage and evaluate the fund.

### Fund aims

Formal public dialogue is one of the ways UKRI listens to and acts on diverse views. While UKRI will continue to support this, our intention with this fund is to provide an opportunity to look at cutting edge approaches and assess the merits for future public engagement activity.

For this fund our aim is to trial new possibilities for constructive conversation, connection and cooperation on topics related to research and innovation. We want to fund pilots that deploy cutting edge digital and creative techniques to **extend reach**, facilitate **'bottom-up'** engagement and trial a form of **'passive'** and **'informal'** engagement.

### Fund objectives

The fund objectives are:

- To commission a series of pilot projects delivered by public engagement funders and practitioners, and experts in technology, design, creative arts, entertainment, communications, digital and others such as academics.
- To re-imagine and examine new possibilities in dialogue and listening engagements using online, digital, creative, and futures techniques.
- To capture lessons learned and to share this learning with research funders, policy-makers, and public engagement practitioners.
- To generate new insight into people's priorities, needs and as a result identify opportunities for further public engagement. e.g. traditional dialogue.
- To evaluate and demonstrate the benefits of methodological flexibility to policymakers and/ or funders who are looking to listen to and act on a wide range of diverse voices.
- To build understanding of the effectiveness of innovative engagement among research funders, policy-makers, and public engagement practitioners.

The supplier will have a pivotal role in ensuring these aims, and objectives are met. In practice this means they will:

- Deliver the funding call and administer grants for experimental approaches to public dialogue on behalf of UKRI.
- Work closely with grant holders to ensure pilots generate useful insights on:
  - a. the effectiveness of innovative engagement, identifying what works (and doesn't work) and under what circumstances.
  - b. how the public think and feel about themes and issues related to research and innovation.
- Advise grant holders on pilot design and to share learning and best practice with all pilot projects.
- Review effectiveness and impact of each pilot project and produce a synthesis learning report.
- Disseminate learning to research funders, policy-makers, and public engagement practitioners.

## 2. Background to the requirement

### **Fund background**

In recent years we've seen a wave of new approaches emerge for public engagement using digital and creative techniques. However, finding ways to integrate these processes into, or use instead of, traditional public dialogue or other long-standing forms of in-depth qualitative engagement hasn't been easy.

Part of the challenge is a lack of evidence. Nesta's 2017 report on digital democracy identified several promising examples of governments piloting innovative methods but found little attention had been paid to evaluating their outcomes.<sup>2</sup> Indeed, we have noted in conversations we have had that where there is a lack of certainty around what sort of outcomes novel practices will deliver policymakers are less likely to utilise them.

A 2020 report from Ipsos MORI on innovation in public participation called for practitioners to reimagine dialogue and deliberation in ways that incorporate the unique advantages that digital, online, and creative processes have to offer. It called for more piloting and evaluation of these approaches to give dialogue practitioners and commissioners more confidence using them.<sup>3</sup>

In the same year, the School of International Futures conducted a review of the UKRI Sciencewise programme. It recommended that the programme would benefit from greater methodological flexibility. Previous Sciencewise evaluations have shown that innovation tends to be a bolt-on rather than part of the core approach.

While the pandemic has accelerated the use of online dialogue, the default is often an attempt to replicate in-person engagement through videoconferencing, rather than starting with the potentially more expansive possibilities of digital and creative innovation.

With this fund, innovation and creativity will be core rather complementary. We want to pilot experimental approaches to public dialogue, and test tools and methods that go beyond tweaking at the margins, and instead challenge, stretch and modify traditional conceptions of how dialogue is conducted and what it can be used for.

By funding pilots explicitly focused on testing and evaluating new possibilities for conversation, connection and cooperation, we hope to capture new evidence about their effectiveness that can help de-risk these approaches for policy-makers, research funders, and public engagement practitioners.

## 3. Scope

### **What do we mean by dialogue in the context of this Fund?**

Definitions of public dialogue vary widely. A central feature of traditional public dialogue is deliberation, which allows time for participants to become informed, reflect on their own and others' views, uncover issues in depth with other people and come to a viewpoint. This fund has a more expanded scope.

We envisage the application of innovative and creative methods that helps people connect and cooperate listen to one another and spark exchange of ideas and conversation between diverse groups, all within the context of research and innovation related topics. This fund will pilot experimental approaches to public dialogue, and test tools and methods that go beyond

<sup>2</sup> <https://www.nesta.org.uk/report/digital-democracy-the-tools-transforming-political-engagement/>

<sup>3</sup> [Towards innovation in online public deliberation | Ipsos MORI](#)

tweaking at the margins, and instead challenge, stretch and modify traditional conceptions of how dialogue is conducted and what it can be used for.<sup>45</sup>

These are the parameters the bidders will be expected to use when applying for the fund.

### **Pilots**

*Note: the remainder of this section describes criteria for the pilots and what we expect from grant applicants. They are not requirements for the supplier for this contract. We include it here for information, and to give an idea of the scope of the fund. We are open to the supplier's ideas and feedback about how we may adjust or improve the scope. There will be an opportunity to work with UKRI on this before the fund is launched.*

### **Criteria for pilot design.**

Grant applicants will design their pilots around one or more of the following strands: **scaled, informal, bottom-up** and **passive** engagement.

**Strand 1. Scaled engagement:** New tools offer new ways to scale dialogue, conversation, connection and cooperation to encompass a wider range of ideas, perspectives and lived experience. In recent years a range of approaches have emerged, from online discussion platforms and games to artificial intelligence and distributed creative processes that facilitate conversation, connection, and cooperation among large groups. For this strand we want to test new possibilities that involve large numbers of people from diverse backgrounds connecting, cooperating and exchanging viewpoints on research and innovation.

**Strand 2. Informal engagement:** For this strand we are looking for innovative techniques and tools that take conversations into new spaces to reach new audiences. We want to explore informal or unstructured forms of engagement that take place in wider public arenas beyond formal institutions, reach new audiences and help capture and represent people's views in new and useful ways.<sup>6</sup>

**Strand 3. Bottom-up engagement:** For this strand we are looking to pilot ways that challenge the ways engagements involving the public are normally activated. We are seeking pilots that give people more power to set the agenda, are sensitive to power imbalances, and are conscious of not imposing framings or ways of thinking onto participants.

**Strand 4: 'Passive' engagement:** using web scraping, data analytics or other tools this strand will capture and analyse people's online behaviour (e.g. online search) and online discussions (e.g. on social media and online forums). Pilots should consider how this could be combined with more traditional engagement methods, to make them more responsive to public views. For instance, web-scraping could be used to identify important issues, themes or trade-offs which could then be explored in a subsequent dialogue that can be considered "responsive to debates owned by public" (though the dialogue itself would be outside the scope of this pilot).

Bidders for grant funding may have an idea for innovative engagement that is not covered in strand 1-4 inclusive. We welcome additional ideas for experimental pilots in addition to, or instead of, the strands identified above, if a convincing case can be made based on a gap in the literature / evidence.

### **Additional requirements for each pilot project**

There are a number of additional requirements each pilot project will need to fulfil.

<sup>4</sup> <https://sciencewise.org.uk/about-dialogue/what-is-public-dialogue/>

<sup>5</sup> The typical mode of dialogue consists of reconvened, professionally facilitated face-to-face workshops in 3-5 diverse parts of the country, producing qualitative findings. Around one hundred participants who are broadly representative of the UK population engage directly with expert specialists in the subject on a set of pre-determined questions and objectives. Stimulus materials such as slides, information packs or videos, are developed through stakeholder interviews. An independent Oversight Group of stakeholders and experts from the available range of perspectives provides quality assurance. The process should be transparent and inclusive. Also see <https://www.involve.org.uk/sites/default/files/uploads/120727RCUKReview.pdf> p.18.

<sup>7</sup> <https://arxiv.org/abs/2107.12711>



- **Essential:** Each pilot must be clear which aspect of innovation is being tested through their pilot, describing how this builds on any previous experiments or how this approach is situated in the wider literature. This should include an ‘if...when...’ hypothesis statement, and measures bidders will use (including any counterfactuals) to assess whether or not it has been achieved.
- **Essential:** While the focus of this project is method experimentation, each pilot must generate insight on how the public think and feel about research and innovation. Applicants to the fund will be asked to propose a topic / issues to align with the following UKRI programmes and priorities:
  - The issue must sit within one of the cross-UKRI priority themes of: net-zero; health, ageing and wellbeing; tackling infections; resilience and security, inequalities and transformative technologies.
  - We will look favourably on applicants who partner with a researcher, innovator or policymaker working on the above issues who can help shape content, questions for the public or act as end user of pilot insights.
  - The issue must be one where there is clear case for public voice, or the voices of underrepresented groups, to inform national conversations or decisions. As part of this we will look favourably on issues where little or no research into public views or public dialogue has been conducted in the past, or if a clear evidence gap has been identified.
- **Essential:** Each pilot must have a clear and manageable scope within the budgetary and time constraints of this project.
- **Desirable:** Each pilot should test the extent to which insight into public views derived from the innovative engagement differs to that using a more traditional approach. For example, this could involve comparing crowdsourced online deliberation that take place with a self-selecting group of people, and a completed public dialogue that uses a reflective sample. The topic on both engagements will need to be the same.
- **Desirable:** Each pilot should include ways to improve inclusion among people from different backgrounds (gendered ability, cognitive ability, communication style, confidence or culture), as many existing methods and tools favour those with specific skills, e.g. in digital literacy or certain types of argumentation.<sup>7</sup>

#### 4. Requirement

##### **The contract to manage and evaluate UKRI experimentation fund**

The contract for management and evaluation of the UKRI experimentation fund has three work packages<sup>8</sup>, delivered together they will allow us to fulfil our priorities for the fund.

##### **Work package 1: Grant management and administration**

A significant amount of work by the contractor will involve grant management and administration, including launching a funding call, bid assessment and – subject to approval by UKRI – disbursing funds to the pilot projects.

We expect there will be a lot of interest in this fund and a large number of applications. Because of this, we envisage we will need a two-staged process for application. The first stage will invite Expressions of Interest (EOI), where bidders submit a short project proposal (approximately 600 words) and then subject to approval are invited to full application (2<sup>nd</sup> stage).

<sup>7</sup> <https://arxiv.org/abs/2107.12711>

<sup>8</sup> Grant management and administration; evaluation and synthesis; and communication and dissemination

In addition, having an EOI phase should help increase the diversity of bidders and capture a breadth of ideas. It will also allow us to work with bidders that, with some support, could meet fund requirements.

We envisage that grant management and administration tasks will include:

- Ensure the overall direction and integrity of the project
- Manage project risks and if necessary developing contingency plans.
- Draft the funding call documentation, with support from UKRI legal.
- Manage and respond to, with input from UKRI, clarification questions submitted by EOI and main-stage bidders over email.
- Sift, shortlist and then make recommendations for bids to invite to full application.
- Create a criteria that enables the supplier and UKRI to assess EOI and main-stage bids against fund objectives and outcomes.<sup>9</sup>
- Act as data controller, storing and managing access to bids and other fund information in accordance with the GDPR.
- Liaise with bidders e.g. inviting bidders to the second stage and announcing the final decision, and act as primary point of contact for each grant holder.
- Organise and chair a selection panel comprised of a mix of internal (i.e. UKRI) and external experts to make the final decision on which pilots to fund.
- Set up grant agreements with each grant holder.\*
- Deliver a half-day virtual kick-off event to cover: fund aims and objectives, design and implementation of pilot projects, plans for evaluation, communications and dissemination
- Monitor pilot progress against milestones and release payments accordingly.

\*Note: while UKRI's legal team can offer advice, the supplier will be responsible for each agreement and the legal relationships will be between the supplier and individual grant holders. In your proposal you must demonstrate that your organisation holds / has access to the legal skills and experience to administer grants and to create funding agreements with appropriate deliverables and milestones. Any award letters and grants will be subject to UKRI's prior written approval, and substantially in the same form as UKRI's standard terms and conditions. We want the fund to attract bids from a wide range of organisations, from companies to civil society to community-based organisations. We expect many of these will be organisations UKRI has never heard of or worked with before. The supplier will be therefore be expected to conduct appropriate due diligence, which may include requesting the following from potential grantees:

- an identity check of senior staff from the bidding organisation (scan of documentation).
- one independent reference (if not already known to the UKRI/supplier).
- scan of the organisation's bank statement certified to be a true copy of the original by the grantee.
- confirmatory call to person listed on the bank account and any additional signatories (if possible/relevant).
- at least a year (ideally three) of financial statements, audited if possible, to check the financial status of the organisation.

We also welcome alternative approaches in terms of ensuring the strong grant management focus, in particular the two-staged grant application process, as long as it is supported by a compelling justification.

## **Work package 2: Evaluation and synthesis**

<sup>9</sup> This will include due diligence checks on bids we consider suitable for main stage application.

This work package will see the contractor deliver a light touch evaluation of each pilot project and produce a synthesis report of outcomes and learning. The final report will make recommendations for ways the pilots would benefit from further testing, and identify opportunities for practice implementation. Further information on evaluation deliverables is included in 'key outputs', below.

The evaluation should be formative and summative. This means the supplier will work closely with each grant holder, providing specialist support and advice on pilot delivery, evaluation. All the types of deliverables that we foresee in delivering this work package are:

- Plan and chair an evaluation meeting with each pilot project.
- Run at least bimonthly virtual 'surgeries' for pilots to network and share lessons with one another and the supplier.
- Deliver a mid-project lessons learned event (online)
- Quality assure and coordinate pilot evaluations to support final analysis and synthesis.

### **Work package 3: Communications and dissemination**

The supplier will need to publicise and communicate the fund in a way that builds interest and attracts bids from a diverse range of organisations including but not limited to public engagement organisations, research and technology companies, and to relevant organisations outside of UKRI's network. Bidders in their response should present a strategy for fund communications and dissemination.

The supplier be responsible for producing high quality, engaging, and interesting communication assets. We are open to ideas about how best to publicise and build interest in the fund, but we envisage a mixture of blogs, videos and/or webinars which are promoted through social media, mailing lists and professional networks. To support dissemination of outcomes and learning the supplier will need to design and deliver a final launch event.

We also welcome alternative approaches in terms of ensuring the programme has a stronger focus on communication and dissemination as long as it is supported by a compelling justification. Finally, to ensure the outputs have a professional look and feel bidders will need to ensure they are able to offer report design capabilities, either in-house or through sub-contracting.

UKRI's role as funder of the Experimental fund must be clear through-out.

#### **Key fund deliverables**

We require the following deliverables from the supplier:

- Call documentation, written in accessible and plain language. This will be co-badged with UKRI and published on the UKRI Funding Finder.<sup>10</sup>
- Signed funding agreements and/or offer letters with each grant holder.
- Materials for launch event, evaluation 121s, pilot surgeries, and publicity and communications.
- Interim report (c. 5 slides or 3-4 pages of A4) delivered shortly after a mid-project workshop which brings together all pilots to share ideas and emerging lessons.
- A final synthesis report drawing together learning from all of the pilot projects. This should not exceed 30 pages. Please budget for two sets of comments, two draft reports, and final. The final report should be engaging, written in plain English and with emphasis on visual presentation. It should contain a clear Executive Summary (we recommend not to exceed 3 pages), with 1 page to situate the project in the wider context, including why the project was needed linking to existing debates and wider

<sup>10</sup> [Apply for funding – UKRI](#)

literature on public engagement practice, and a succinct summary of key outcomes, findings and recommendations.

- An event (e.g. webinar) to share the fund's outcomes and discuss implications for research funders, policy-makers, and public engagement practitioners.

The role of UKRI is to:

- Provide advice and guidance on overall strategic direction for the fund.
- Provide input into key deliverables, at times working closely with the supplier e.g., in developing plans, drafting documents, shortlisting Expressions of Interest (EOIs), and shaping final deliverables, and dissemination event.
- Sign off completion of each project milestone and formal project outputs.
- Authorising any major deviations from agreed plans or timelines.
- UKRI passing the full value of the fund (£400,000) to the supplier, who will in turn be responsible for disbursing individual grants. The value of individual grants will be agreed with the supplier. We currently plan to fund eight pilots at approximately £50,000 each.

### **Budget**

The maximum budget for this work is £90,000 (exclusive of VAT). All outputs should be delivered and invoiced no later than the end of March 2023. Bidders should set out payment milestones clearly in their proposal, and they will be agreed at the project inception meeting. Please budget capacity to process up to 120 Expressions of Interest. If we receive significantly fewer than this we will work with the supplier to repurpose some of this budget.

### **Equality, diversity and inclusion (EDI)**

As well as the key requirements set out above, applicants should consider how they will address specific needs related to EDI. UKRI believes strongly in the role EDI can play in improving research outcomes. Proposals should consider how they will promote the funding call widely to ensure a diverse range of organisations apply, and be mindful of EDI values when assessing individual grant applications. The supplier will also be expected to ensure the funding call (including call documentation, grant applications processes, panel meetings, etc) is accessible, and to ensure that everyone who wants to apply to the fund is able to.

## **5. Timetable**

We would expect to have a contract in place by early April 2022. The following provides an indicative timetable (note: activities and timings may change depending on the supplier's approach).

<b>Activity / task</b>	<b>Date</b>
Inception meeting with supplier	April 2022
Fund publicity	May
Call for EOI launched and clarification questions answered	May
EOI sift and shortlisting	June
Decision on successful grant applicants	June
Call for full applications	July
Grant agreements with each supplier signed	July
Funds for pilots (£400,000) paid from UKRI to supplier	July
Kick-off event and evaluation 121s	August
Mid-project workshop with pilots	November
Interim report	November
Pilot projects end	February 2023
Short learning report of each pilot project	February
Final synthesis report	March
Learning and sharing event	March

Charges

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