

Reference: PS24177



Sealey Associates Ltd  
53 Gray's Inn Road  
London  
WC1X 8QT

Date: Tuesday 22<sup>nd</sup> October 2024

Our ref: PS24177

Dear [REDACTED]

**Award of contract for the supply of ESRC Postdoctoral Fellows (PDF) Development Programme.**

Following your tender/ proposal for the supply of ESRC Postdoctoral Fellows (PDF) Development Programme 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) **Sealey Associates Ltd** a company incorporated and registered in England with company number 13690091 whose registered office is at 53 Gray's Inn Road, London, WC1X 8QT.

Unless the context otherwise requires, capitalised expressions used in this Award Letter have the same meanings as in the terms and conditions of contract 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: Thursday 17th October 2024
- 2 Expiry Date: 30<sup>th</sup> September 2025

**Description of the Services**

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

**Charges & Payment**

- 4 The charges for the services are £74,960.00 excluding VAT.
- 5 The Charges for the Services shall be as set out in Schedule 3.

- 6 All invoices should be sent, quoting a valid purchase order number (PO Number) provided by UKRI.
- 7 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 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 867000 between 09:00-17:00 Monday to Friday.

#### Supplier's Limit of Liability

- 8 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

- 9 The address for notices of the Parties are:

##### UKRI

Polaris House  
North Star Avenue  
Swindon  
SN2 1FL

Email:

[REDACTED]

##### Supplier

**Sealey Associates Ltd**  
53 Gray's Inn Road  
London  
WC1X 8QT

Attn: [REDACTED]

Email:

[REDACTED]

#### Liaison

For general liaison your contact will be [REDACTED] and in their absence, [REDACTED]

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 UKRI Commercial Manager 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 (UKRI)**

Signature:

Name:

Position:

[REDACTED]

Date:



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

Signed for and on behalf of **Sealey Associates Ltd**

Signature:

Name:

Position:

Date:



Terms and Conditions of Contract for the Services**1 INTERPRETATION****1.1** In these terms and conditions:

- "Award Letter" means the letter from UKRI to the Supplier printed above these terms and conditions;
- "Central Government Body" means a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics:
- (a) Government Department;
  - (b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);
  - (c) Non-Ministerial Department; or
  - (d) Executive Agency;
- "Charges" means the charges for the Goods and/or Services as specified in the Award Letter;
- "Commencement Date" means the date for the start of the Contract as set out in the Award Letter;
- "Confidential Information" means:
- (a) all confidential information and data which is acquired from or made available (directly or indirectly) by the Disclosing Party or the Disclosing Party's representatives however conveyed or presented, including but not limited to any information or document relating to the Disclosing Party's business, affairs, operations, budgets, policies, processes, initiatives, plans, product information, pricing information, technical or commercial know-how, trade secrets, specifications, strategies, inventions, designs, software, market opportunities, personnel, customers or suppliers (whether relating to this Contract or otherwise) either orally, in writing, or in whatever form obtained or maintained;
  - (b) any information or analysis derived from the Confidential Information;
  - (c) anything marked as confidential and any other information notified by or on behalf of the Disclosing Party to the Receiving Party as being confidential;
  - (d) the existence and terms of this Contract and of any subsequent agreement entered into in relation to this Contract;
  - (e) the fact that discussions and negotiations are taking place concerning this Contract and the status of those discussions and negotiations; and
  - (f) any copy of any of the information described in (a), (b), (c), (d) or (e) above, which shall be deemed to become Confidential Information when it is made. For the purposes of this definition, a copy shall include, without limitation, any notes or recordings of the information described in (a), (b), (c), (d) or (e) above (howsoever made);
- "Contract" means the contract between (i) UKRI and (ii) the Supplier constituted by the Supplier's

	countersignature of the Award Letter and includes the Award Letter and Schedules;
"Data Protection Impact Assessment"	an assessment by UKRI of the impact of the envisaged Processing on the protection of Personal Data;
"Data Protection Legislation"	means, for the periods for which they are in force, all laws giving effect or purporting to give effect to the UK GDPR and EU 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), 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"	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;
"Data Subject Access Request"	a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;
"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);
"EU GDPR"	Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation) as it has effect in EU law;
"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);
"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</li> </ul>

	website addresses and other rights in trade names, designs, know-how, trade secrets and other rights in Confidential Information;
	(b) applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction; and
	(c) all other rights having equivalent or similar effect in any country or jurisdiction;
"Limit of Liability"	means the limit of liability identified in the Award Letter;
"Party"	the Supplier or UKRI (as appropriate) and "Parties" shall mean both of them;
"Personal Data"	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;
"Personal Data Breach"	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;
"Processing"	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;
"Protective Measures"	<p>technical and organisational measures which must take account of:</p> <ul style="list-style-type: none"> <li>(a) the nature of the data to be protected</li> <li>(b) harm that might result from Data Loss Event;</li> <li>(c) state of technological development</li> <li>(d) the cost of implementing any measures</li> </ul> <p>including pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it;</p>
"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;
"Security Policy"	UKRI's security policy in force as at the Commencement Date (a copy of which has been supplied to the Supplier), as updated from time to time and notified to the Supplier;
"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"	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

Procedures"	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;
"UK GDPR"	Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (United Kingdom General Data Protection Regulation), as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018, together with the Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019
"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 17.5. Any disputed amounts shall be resolved through the dispute resolution procedure detailed in clause 20.
- 5.7 Where the Supplier enters into a sub-contract, the Supplier shall include in that sub-contract:
- (a) provisions having the same effects as clauses 5.3 to 5.6 (inclusive) of this Contract; and
  - (b) a provision requiring the counterparty to that sub-contract to include in any sub-contract which it awards provisions having the same effects as clauses 5.3 to 5.7 (inclusive) of this Contract.
  - (c) In this clause 5.7, "sub-contract" means a contract between two or more suppliers, at any stage of remoteness from UKRI in a subcontracting chain, made wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of this Contract.
- 5.8 If any sum of money is recoverable from or payable by the Supplier under the Contract (including any sum which the Supplier is liable to pay to UKRI in respect of any breach of the Contract), that sum may be deducted unilaterally by UKRI from any sum then due, or which may come due, to the Supplier under the Contract or under any other agreement or contract with UKRI. The Supplier shall not be entitled to assert any credit, set-off or counterclaim against UKRI in order to justify withholding payment of any such amount in whole or in part.

## 6 DELIVERY

- 6.1 The Supplier shall Deliver the Goods to UKRI on or by the Date of Delivery. Unless otherwise agreed in writing by UKRI, Delivery shall be on the date and to the address specified in the Award Letter. Delivery of the Goods shall be completed once the completion of unloading the Goods from the transporting vehicle at the Delivery address has taken place and UKRI has signed for the Delivery.
- 6.2 Any access to UKRI's premises and any labour and equipment that may be provided by UKRI in connection with Delivery of the Goods shall be provided without acceptance by UKRI of any liability in respect of any actions, claims, costs and expenses incurred by third

parties for any loss of damages to the extent that such loss or damage is not attributable to the negligence or other wrongful act of UKRI or its servant or agent. The Supplier shall indemnify UKRI in respect of any actions, suits, claims, demands, losses, charges, costs and expenses, which UKRI may suffer or incur as a result of or in connection with any damage or injury (whether fatal or otherwise) occurring in the course of Delivery or installation to the extent that any such damage or injury is attributable to any act or omission of the Supplier or any of his sub-Suppliers.

- 6.3 Delivery of the Goods shall be accompanied by a delivery note which shows the Purchase Order Number and the type and quantity of the Goods and, in the case of part Delivery, the outstanding balance remaining to be Delivered.
- 6.4 Unless otherwise stipulated by UKRI in the Award Letter, Deliveries shall only be accepted by UKRI on Working Days and during normal business hours.
- 6.5 Where (i) the Supplier fails to Deliver the Goods or part of the Goods or (ii) the Goods or part of the Goods do not comply with the provisions of clause 3, then without limiting any of its other rights or remedies implied by statute or common law, UKRI shall be entitled:
- (a) to terminate the Contract;
  - (b) to require the Supplier, free of charge, to deliver substitute Goods within the timescales specified by UKRI;
  - (c) to require the Supplier, free of charge, to repair or replace the rejected Goods, or to provide a full refund of the Charges of the rejected Goods (if paid);
  - (d) to reject the Goods (in whole or part) and return them to the Supplier at the Supplier's own risk and expense and UKRI shall be entitled to a full refund on those Goods or part of Goods duly returned;
  - (e) to buy the same or similar Goods from another supplier; and
  - (f) to recover any expenses incurred in respect of buying the goods from another supplier which shall include but not be limited to administration costs, chargeable staff time and extra delivery costs.

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

- 7.1 Without prejudice to any other rights or remedies of UKRI, title and risk in the Goods shall pass to UKRI when Delivery of the Goods is complete (including off-loading and stacking).
- 7.2 The Supplier warrants that:
- (a) it has full clear and unencumbered title to all the Goods;
  - (b) at the date of Delivery of any of the Goods it shall have full and unrestricted right, power and authority to sell, transfer and deliver all of the Goods to UKRI; and
  - (c) on Delivery UKRI shall acquire a valid and unencumbered title to the Goods.

## **8 STAFF**

- 8.1 If UKRI reasonably believes that any of the Staff are unsuitable to undertake work in respect of the Contract, it may, by giving written notice to the Supplier:
- (a) refuse admission to the relevant person(s) to UKRI's premises;

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

and the Supplier shall comply with any such notice.

## 8.2 The Supplier shall:

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

## 9 ASSIGNMENT AND SUB-CONTRACTING

- 9.1 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.
- 9.2 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.
- 9.3 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.

## 10 INTELLECTUAL PROPERTY AND INDEMNITY

- 10.1 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.
- 10.2 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).

- 10.3 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
- 10.4 Without prejudice to clause 10.2, 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 10.2 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.
- 10.5 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.
- 10.6 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.

## 11 RECORDS

- 11.1 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.
- 11.2 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.

## 12 CONFIDENTIALITY, TRANSPARENCY AND PUBLICITY

- 12.1 Subject to clause 12.2, 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.

12.2 Notwithstanding clause 12.1, 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 12.2(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 13.

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 12.

12.3 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.

12.4 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.

## 13 FREEDOM OF INFORMATION

13.1 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.
- 13.2 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.
- 13.3 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.

#### 14 **PROTECTION OF PERSONAL DATA AND SECURITY OF DATA**

- 14.1 In this Clause 14, the terms "data controller" and "data processor" shall have the same meanings given to them under Data Protection Legislation.
- 15.2 The Supplier acknowledges the only Processing (if any) that it is authorised to do is listed in Schedule 4 (*Processing Personal Data*) by UKRI.
- 15.3 The Supplier shall notify UKRI immediately if it considers that any of UKRI's instructions infringe the Data Protection Legislation.
- 15.4 The Supplier shall provide all reasonable assistance to UKRI in the preparation of any Data Protection Impact Assessment prior to commencing any Processing. Such assistance may, at the discretion of UKRI, include:
- 15.4.1 a systematic description of the envisaged Processing and the purpose of the Processing;
  - 15.4.2 an assessment of the necessity and proportionality of the Processing in relation to the Goods and/or Services;
  - 15.4.3 an assessment of the risks to the rights and freedoms of Data Subjects; and
  - 15.4.4 the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
- 15.5 The Supplier shall, in relation to any Personal Data Processed in connection with its obligations under this Contract:
- 15.5.1 Process that Personal Data only in accordance with Schedule 4 (*Processing Personal Data*), unless the Supplier is required to do otherwise by Law. If it is so required the Supplier shall notify UKRI before Processing the Personal Data unless prohibited by Law;

- 15.5.2 ensure that it has in place Protective Measures, (if the Supplier is holding UKRI Data, including back-up data, that it is held by a secure system that complies with the Security Policy and any applicable Security Management Plan) which UKRI may reasonably reject (but failure to reject shall not amount to approval by UKRI of the adequacy of the Protective Measures) having taken account of the:
- a) nature of the data to be protected;
  - b) harm that might result from a Personal Data Breach;
  - c) state of technological development; and
  - d) cost of implementing any measures;
- 15.5.3 ensure that:
- a) the Supplier Staff do not Process Personal Data except in accordance with the Contract (and in particular Schedule 4 (*Processing Personal Data*));
  - b) it uses all reasonable endeavours to ensure the reliability and integrity of any Supplier Staff who have access to the Personal Data and ensure that they:
    - (i) are aware of and comply with the Supplier's duties under this Clauses 15 and 13;
    - (ii) are subject to appropriate confidentiality undertakings with the Supplier or any sub-processor;
    - (iii) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by UKRI or as otherwise permitted by this Contract; and
    - (iv) have undergone adequate training in the use, care, protection and handling of Personal Data;
- 15.5.4 not transfer Personal Data outside of the UK unless the prior written consent of UKRI has been obtained and the following conditions are fulfilled:
- a) the transfer is in accordance with Article 45 of the UK GDPR (or section 73 of DPA 2018); or
  - b) UKRI or the Supplier has provided appropriate safeguards in relation to the transfer (whether in accordance with UK GDPR Article 46 or section 75 of the DPA 2018) as determined by UKRI which could include relevant parties entering into the International Data Transfer Agreement (the "**IDTA**"), or International Data Transfer Agreement Addendum to the European Commission's SCCs (the "**Addendum**"), as published by the Information Commissioner's Office from time to time, as well as any additional measures determined by UKRI;
  - c) the Data Subject (as defined by the Data Protection Act 2018) has enforceable rights and effective legal remedies;
  - d) the Supplier complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist UKRI in meeting its obligations); and
  - e) the Supplier complies with any reasonable instructions notified to it in advance by UKRI with respect to the Processing of the Personal Data;

- 15.5.5 where the Personal Data is subject to EU GDPR, not transfer Personal Data outside of the EU unless the prior written consent of UKRI has been obtained and the following conditions are fulfilled:
- a) the transfer is in accordance with Article 45 of the EU GDPR; or
  - b) the transferring Party has provided appropriate safeguards in relation to the transfer in accordance with Article 46 of the EU GDPR as determined by the non-transferring Party which could include relevant parties entering into Standard Contractual Clauses in the European Commission's decision 2021/914/EU or such updated version of such Standard Contractual Clauses as are published by the European Commission from time to time as well as any additional measures determined by the non-transferring Party;
  - c) the Data Subject has enforceable rights and effective legal remedies;
  - d) the transferring Party complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the non-transferring Party in meeting its obligations); and
  - e) the transferring Party complies with any reasonable instructions notified to it in advance by the non-transferring Party with respect to the processing of the Personal Data; and
- 15.5.6 at the written direction of UKRI, delete or return Personal Data (and any copies of it) to UKRI on termination of this Contract unless the Supplier is required by Law to retain the Personal Data.
- 15.6 Subject to Clause 15.7, the Supplier shall notify UKRI immediately if in relation to it Processing Personal Data under or in connection with this Contract it:
- 15.6.1 receives a Data Subject Access Request (or purported Data Subject Access Request);
  - 15.6.2 receives a request to rectify, block or erase any Personal Data;
  - 15.6.3 receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
  - 15.6.4 receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data Processed under the Contract;
  - 15.6.5 receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
  - 15.6.6 becomes aware of a Personal Data Breach.
- 15.7 The Supplier's obligation to notify under Clause 15.6 shall include the provision of further information to UKRI, as details become available.
- 15.8 Taking into account the nature of the Processing, the Supplier shall provide UKRI with assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under Clause 15.6 (and insofar as possible within the timescales reasonably required by UKRI) including by immediately providing:
- 15.8.1 UKRI with full details and copies of the complaint, communication or request;
  - 15.8.2 such assistance as is reasonably requested by UKRI to enable it to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;



- 15.8.3 UKRI, at its request, with any Personal Data it holds in relation to a Data Subject;
- 15.8.4 assistance as requested by UKRI following any Personal Data Breach; and/or
- 15.8.5 assistance as requested by UKRI with respect to any request from the Information Commissioner's Office or any other regulatory authority, or any consultation by UKRI with the Information Commissioner's Office or any other regulatory authority.
- 15.9 The Supplier shall maintain complete and accurate records and information to demonstrate its compliance with Clause 15. This requirement does not apply where the Supplier employs fewer than 250 staff, unless:
  - 15.9.1 UKRI determines that the Processing is not occasional;
  - 15.9.2 UKRI determines the Processing includes special categories of data as referred to in Article 9(1) of the UK GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the UK GDPR; or
  - 15.9.3 UKRI determines that the Processing is likely to result in a risk to the rights and freedoms of Data Subjects.
- 15.10 The Supplier shall allow for audits of its Data Processing activity by UKRI or UKRI's designated auditor.
- 15.11 The Parties shall designate a Data Protection Officer if required by the Data Protection Legislation.
- 15.12 Before allowing any sub-processor to process any Personal Data related to the Contract, the Supplier must:
  - 15.12.1 notify UKRI in writing of the intended sub-processor and processing;
  - 15.12.2 obtain the written consent of UKRI;
  - 15.12.3 enter into a written agreement with the sub-processor which give effect to the terms set out in this Clause 15 such that they apply to the sub-processor; and
  - 15.12.4 provide UKRI with such information regarding the sub-processor as UKRI may reasonably require.
- 15.13 To the extent that UKRI provides its consent pursuant to clause 15.12, the Supplier shall flow down the contractual obligations contained in this clause 15 to sub-processors. For the avoidance of doubt, the Supplier shall remain fully liable for all acts or omissions of any of its sub-processor.
- 15.14 UKRI may, at any time on not less than 30 Working Days' notice, revise this Clause 15 by replacing it with any applicable controller to Supplier standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this Contract).
- 15.15 The Parties agree to take account of any guidance issued by the Information Commissioner's Office. UKRI may on not less than 30 Working Days' notice to the Supplier amend this Contract to ensure that it complies with any guidance issued by the Information Commissioner's Office.

## 15 LIABILITY

- 15.1 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.

- 15.2 Subject always to clause 15.5 and 15.6 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.
- 15.3 Subject always to clause 15.5 and 15.6, 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.
- 15.4 Subject to clause 15.5, 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.
- 15.5 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.
- 15.6 The Supplier's liability under the indemnities in clauses 10.5, 14 and 19.3 shall be unlimited.
- 15.7 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.

## 16 **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.

## 17 **TERMINATION**

- 17.1 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.

17.2 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.

17.3 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 17.3(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, 12, 13, 14 and 18;
- (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 17.3) in consequence of debt in any jurisdiction; or
- (g) fails to comply with legal obligations in the fields of environmental, social or labour law.

17.4 The Supplier shall notify UKRI as soon as practicable of any change of control as referred to in clause 17.3(d) or any potential such change of control.

17.5 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.

17.6 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, 10, 11.1, 12, 13, 14, 15, 17.7, 18.4, 19.3, 20 and 21.9 and any other term or condition of the Contract that either expressly or by implication has effect after termination.

17.7 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.

## 18 COMPLIANCE

18.1 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.

18.2 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 18.2(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.

18.3 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 18.3.

18.4 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.

## 19 PREVENTION OF FRAUD AND CORRUPTION

- 19.1 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.
- 19.2 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.
- 19.3 If the Supplier or the Staff engages in conduct prohibited by clause 19.1 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.

## 20 DISPUTE RESOLUTION

- 20.1 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.
- 20.2 If the dispute cannot be resolved by the Parties within one month of being escalated as referred to in clause 20.1, 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.
- 20.3 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.

## 21 GENERAL

- 21.1 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.
- 21.2 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.
- 21.3 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.
- 21.4 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.

- 21.5 The Contract cannot be varied except in writing signed by a duly authorised representative of both the Parties.
- 21.6 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 21.6 shall exclude liability for fraud or fraudulent misrepresentation.
- 21.7 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.
- 21.8 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.
- 21.9 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.
- 21.10 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.

## 22 NOTICES

- 22.1 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 22.3, 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.
- 22.2 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.
- 22.3 Notices under clauses 16 and 17 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 22.1.

## 23 GOVERNING LAW AND JURISDICTION

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

## **Schedule 2 - Specification**

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

### **Background**

Developing social science leadership capability and connecting research and policy are key features of ESRC's strategic priorities. Our focus on developing leadership capability recognises the changing funding landscape and a shift towards increasing numbers of larger, collaborative and challenge-orientated projects that reach across disciplinary, sectoral, and international boundaries. This has required us to revisit the capabilities we are developing in our researchers at all career stages and ensure that we have a strong pipeline able to work within and lead these types of major projects, but also to engage with, understand and interpret policy problems and co-produce research and solutions with policy stakeholders and other non-academic audiences.

The Flinders (2020) leadership report commissioned by the ESRC emphasised the need for formalised and well-supported researcher development structures and also to strengthen skills to engage with policy and the range of users outside of academia. Our Review of the PhD in the Social Sciences also highlighted the importance of recognising the variety of environments researchers go on to operate within and that associated skills may not be sufficiently promoted at the doctoral stage.

Awareness of the important contribution that social science research makes to help shape public policy and inform public debates has grown enormously in recent years. For example, by supporting industrial growth and economic development; improving understanding of social and political change globally and exploring social implications of major advances in relation to science and technology<sup>1</sup>. Support and opportunities for social science researchers to engage with policy can be variable across disciplines and institutions as well as career stage, and a core aspect of developing social science leadership capability, also involves developing researcher skills to ensure they can engage productively with policy and offer new ways of framing policy questions and options.

The longer-term impacts of the pandemic continue and recent evidence shows that ECRs had been adversely affected in terms of development opportunities, research activities and career prospects<sup>2 3</sup>. Engagement with PDFs in early 2021 also highlighted their interest for connecting with each other and strengthening their networks, in part to compensate for the financial pressures arising from COVID-19 and the extent to which ROs are having to scale back development opportunities.

We have since revisited the capabilities we are developing in our researchers, to ensure that we have a strong pipeline able to lead larger, collaborative and challenge orientated projects, as well as work across a variety of environments. A key component of this talent pipeline is the investment that ESRC makes in the Postdoctoral Fellowship Scheme (referred to as PDFs hereafter) which supports over 60 fellows a year. The Postdoctoral Fellowship Scheme is aimed at researchers that have completed their PhD at a UK research organisation and are within 12 months of passing their viva voce. The funding aims to allow PDFs to consolidate their PhD through developing publications and networks, as well as their research and professional skills. Enabling this cohort to flourish in a changing research environment is vital for the future of the social sciences.

### **Programme delivery to date**

In late 2021, we decided to enhance and expand the support we offer our PDFs by commissioning the design and delivery of a two-year pilot development programme. 30 places were made available for ESRC-funded PDFs each year,

<sup>1</sup>Find out how the people and projects we invest in make an impact on our lives and the world we live in here: [ESRC research outcomes and impact – UKRI](#) highlighting the importance and relevance of social science to society, policy, and public services.

<sup>2</sup> Schadeberg, Amanda, et al. (2022) "Productivity, pressure, and new perspectives: impacts of the COVID-19 pandemic on marine early-career researchers." ICES Journal of Marine Science 79.8: 2298-2310. [\[accessed here\]](#)

<sup>3</sup> Lokhtina, I. A., et al. (2022). The impact of the COVID-19 pandemic on early career researcher activity, development, career, and well-being: the state of the art. *Studies in Graduate and Postdoctoral Education*, (ahead-of-print). [\[accessed here\]](#)

and fellows were invited to apply for a place and commit to participating in all activities over the year-long programme, running in parallel to their fellowship.

The programme was initially commissioned in 2021 as a two-year pilot to assess its effectiveness in supporting the professional development of participating PDFs, and its potential for scaling across the full ESRC PDF cohort. In response to feedback from the two-year pilot, ESRC expanded the scope of the programme to improve inclusivity and attractiveness across the full cohort of PDFs, by offering two routes for participation.

The two-year pilot programme designed by [Sealey Associates](#) and delivered between September 2021 – September 2023, consisted of the following core elements:

- One-to-one career coaching with an expert
- Group mentoring sessions on a topic selected by the PDFs, with a relevant academic or professional
- Six virtual 'mini-crucible' workshops, each with a distinct skills development focus
- A collaborative, team-based event, held in person to tackle real-life policy challenges and acting as a platform to develop pump-priming project ideas
- The opportunity to apply for pump-priming awards to support activity that builds on learning from the programme with the aim to catalyse collaboration and coproduction, as well as enhance leadership skills development, peer to peer learning, stakeholder engagement and networking.

Evaluation of the two-year pilot demonstrated the clear value to PDFs participating, and feedback received from the pilot indicated that fellows had:

- valued the opportunity to network with other PDFs and engage in activities which encouraged peer-to-peer learning
- developed leadership capabilities and greater self-awareness in relation to their careers
- improved understanding of how to apply their expertise/research to real-world policy or industrial challenges
- developed skills enabling them to convey the importance of their research to non-technical audiences and in ways that policy makers find useful and accessible
- built confidence in relation to connecting and engaging with policy stakeholders
- developed skills enabling them to analyse the current political landscape around issues relevant to their research

The scope of the programme was expanded in the third year, to offer two routes for participation in response to feedback from fellows. Following a formal and competitive procurement process, [Sealey Associates](#) were appointed to deliver a revised model for the 2023 cohort of PDFs that offered participation through two routes. Option 1, participation in the full programme where fellows were expected to participate in all events/activities, whereas Option 2, gives the remaining cohort the opportunity to opt-in to specific skills development events only (i.e., virtual mini crucibles).

The current version of the programme is due to finish in September 2024, and as we are committed to continuing our support through similar interventions, we are looking to commission another year-long development programme for PDFs commencing their awards in October 2024.

## Overview

We are inviting bidders to set out an approach to deliver a one-year development programme for PDFs, building on the success of the previous three years (as described above). The programme will run for one academic year, starting October 2024, recruiting one cohort of up to 30 PDFs to participate in all scheduled activities within the programme, whilst also opening-up some of these as free-standing elements to the entire cohort of 2024 ESRC PDFs. The programme must be a flexible offering giving ESRC-funded postdoctoral fellows awarded in the 2024 intake two options:

1. to apply and commit to the full one-year programme (up to ~30 available spaces)
2. to participate in specific elements only; some events within the programme will act as free-standing activities for those not participating in the full programme (able to accommodate around 60 fellows).

We welcome innovative ideas, but the design of the development programme must contain a series of themed/focused events with a policy challenge as a core component and build on the success of the previous three years' of the



programme, as well as similar initiatives, such as the Crucible model (see below) that have come to be considered an important innovation in the researcher development and leadership space.

### **The Programme Offer**

The provision offered should be the delivery of a series of themed events with a policy focused 'challenge' component at its core. Bidders are expected to describe how the full programme will be distinctive to other opportunities that PDFs may have access to, and sufficiently attractive so that participating in the full programme offers clear added value and meets objectives 1-11 as identified below. The programme must be tailored to reflect individual fellows' development needs and could include coaching or mentoring opportunities.

The programme must include an in-person policy-challenge workshop, the opportunity to bid for one of three pump priming awards, as well as additional tailored interventions targeted towards specific fellows' needs. Examples include one-to-one coaching or mentoring sessions, but we encourage bidders to be innovative and flexible to consider novel interventions and approaches. The delivery of the policy-challenge workshop will be handled by the supplier, but the ESRC office will work in partnership with them to identify the challenge(s) using our connections into government departments. Bidders should clearly outline where within the programme the policy-challenge workshop will feature, how participants will be encouraged to reflect and learn from it, and how other events in the programme relate to it.

The programme must also include the opportunity for PDFs to bid for a pump priming award (three £5k awards are available within the budget), which should showcase the submission of collaborative bids developed by the PDFs that have been created and nurtured through this programme. We envisage this aspect of the programme to be available to the ~30 PDFs participating in the full programme, but bidders are expected to explain their approach for the delivery and design of the programme and which other activities will act as free-standing events for the wider cohort of ESRC PDFs. Due to limited engagement over the past three years, bidders are asked to propose innovative approaches to enhance engagement with this aspect of the programme to ensure the pump priming opportunity is perceived as valuable and attractive to PDFs. Bidders should also consider contingency planning, such as inviting a second round of applications, if there are no initial submissions.

Activities should be context-driven and action-orientated and offer experiential learning opportunities through a variety of interactive formats and session types, including challenge-led, experiential, skills development, masterclasses, informal networking. Events should be structured in such a way as to facilitate the formation of cohorts who will progress together through the training and development programme and should consider how the cohort will sustain links after the programme. Bidders are expected to consider how they will ensure the cohort approach is maintained and not diluted when opening up specific sessions to the full cohort of ESRC PDFs.

Events should be run in an inclusive and accessible way and bidders are asked to consider a virtual approach, with the potential for two face-to-face meetings in the UK to help facilitate networking and participation. These should be between PDFs themselves and more widely with policy makers and influential research and innovation leaders for example. Costs associated with attendance of this event should be met within the contract value and must be in line with the UKRI Travel and Subsistence policy as published here: UKRI business expense claims, business travel and subsistence policy – UKRI.

Bidders are encouraged to design an innovative and novel approach to achieve the core aims/objectives of the programme as identified below, which is an attractive offer, given the pressures on time that PDFs will face. This must be considered to ensure that committing to the full one-year programme is still seen as sufficiently valuable, despite aspects of the programme being open to all ESRC-funded PDFs starting in October 2024. Therefore, bidders are also asked to consider how this development programme provision will offer additional opportunities beyond what would be available to a PDF within their own organisation.

The programme must be a flexible offering with specific opportunities for all ESRC PDFs to participate, with a clear distinction between the year-long programme and free-standing elements. However, the full programme must have clear added value for those participating in all activities to ensure it is a bespoke, tailored offering of clear benefit to the cohort of 30 PDFs, whilst also being designed in such a way that free-standing elements can be opened up to the full cohort of ESRC PDFs to improve accessibility of the programme. We are not prescriptive about which activities within the programme should be opened up for all ESRC PDFs to attend, however, we envisage that this will at least include a facilitated networking event with the opportunity to meet in person. Otherwise, bidders have the flexibility to identify and

justify which activities throughout the year will be open to all, for example, this may include some virtual skills development sessions.

As mentioned, the two pathways options which included free-standing activities were introduced in response to feedback from the two-year pilot programme, which indicated that many ESRC PDFs were unable to commit to the full year-long programme of activities. Therefore, bidders should consider how they will ensure activities are inclusive and accessible. Bidders must explain their approach for the delivery and design of the programme including which activities will be opened up to the full cohort of ESRC PDFs.

#### PDF Recruitment

All fellows funded through the ESRC Postdoctoral Fellowship Scheme in 2024 will be contacted and invited to apply and 30 spaces will be available<sup>4</sup>. It should be clear that by applying for one of the 30 full spaces, PDFs will be expected to participate in all aspects. There should also be opportunities for all PDFs to engage in some activities which will be open as free-standing events to all. The supplier will handle the recruitment of participants for the programme and PDFs will be required to submit an expression of interest demonstrating their commitment to the programme. Bidders should set out any other appropriate mechanisms and criteria for selecting up to 30 ESRC PDFs to participate in the full programme, which should be through a fair and transparent process.

#### Evaluation

On-going evaluation will need to be a key factor to inform future plans and development activities; and to measure the success of this programme. Success indicators for this programme will include the establishment of a cohort of individuals that have an enhanced understanding of the ESRC; strengthened collaborations and networks outside of own institutions/disciplines; cultivated leadership capabilities and communication skills by exposing them to real-world challenges; capable of working in diverse workplaces and building inclusive teams; accessible and inclusive events catered to PDFs needs. We also want the cohort to feel well-equipped and empowered to make career choices and seek out opportunities after the programme. Bidders should also consider how participants will realise the benefits of these awards beyond the programme. Therefore, the programme must include evaluation time, and ESRC will work with the successful supplier to consider how the programme will be evaluated to complement the information arising from the previous three-years. The aim of the evaluation will be to reflect on and evaluate whether the programme has satisfactorily met all required deliverables, aims and objectives; and to consider any lessons learned which will inform plans for future opportunities.

### Aims & Objectives

Core aims of this PDF development programme are to:

- Establish a vibrant cohort of researchers who have developed networks and peer support outside of their own discipline, institution, and academia
- Develop leadership capabilities that will enhance self-awareness and equip participants to make informed career choices
- Equip the fellows to operate in diverse workplaces and build inclusive teams
- Expose fellows to real-world policy challenges and enabling researchers to apply their expertise to address and learn from them
- Build familiarity of working within complex networks and how to connect with policy stakeholders and other non-academic audiences
- Enhance fellows' research communication skills, in particular the ability to convey the importance of research to non-technical audiences and in ways that policy makers find useful and accessible
- Develop skills enabling fellows to analyse the current policy landscape around issues relevant to their research
- Facilitate greater awareness of the role of ESRC, how it operates and the support mechanisms available to ECRs

To meet the aims as set out above, bidders should address the following objectives:

<sup>4</sup> ESRC will contact PDFs directly before providing contact details to the successful bidder.

1. Include an element of co-design, with PDFs, to create a development programme that provides an attractive and valuable offer to the ESRC PDFs
2. Offer a series of themed and focused professional development events spanning a one-year period, which utilise a variety of interactive formats and session types such as experiential, skills development, masterclasses, informal networking, and other relevant activities considered important to build a community. Bidders should ensure the time commitment (especially if participating in the full programme) is manageable for PDFs given the other pressures on their time
3. For the PDFs participating in the full programme, include an in-person policy challenge workshop, developed in partnership with ESRC, requiring participants to work collaboratively, then reflecting on the learning gained from the exercise; and an opportunity to bid for one of three £5k Pump Priming awards.
4. The events/activities should be inclusive, with at least two face-to-face meetings over the year. These should take the form of (1) a facilitated networking and welcome event for the entire cohort of ESRC PDFs to attend and (2) a separate policy-challenge workshop for those participating in the full programme. Any face-to-face event will be based in the UK and the successful supplier should determine location once cohort members have been recruited, taking an inclusive approach to location and venue.
5. Encourage cross-disciplinary collaboration, peer support and opportunities to strengthen relationship building.
6. Enhance leadership capabilities, to enable participants to lead teams, spread best practice in research integrity and promote diversity and inclusion.
7. Provision to administer additional pump priming awards, within the contract budget, which promotes cross-disciplinary collaboration.
8. Embed reflective practice throughout the programme, enabling PDFs to consider their leadership practice and the diversity of career choices, which will also feed into the evaluation of the programme
9. Ensure longevity of benefit to participants beyond the duration of the programme itself
10. Work closely with ESRC, providing regular (minimum fortnightly to start with) progress reviews via email, phone, or video conferencing in advance of and after each event/deliverable.

All core aims/objectives must be met for the PDFs participating in the full programme, but we appreciate that this may not be possible for those fellows opting to participate in the open activities only. Bidders should make clear which elements will be open to all 2024 ESRC PDFs versus those participating in the full programme, but we expect that the policy challenge workshop and the pump priming opportunity, as well as other tailored/bespoke activities, to be available for the PDFs participating in the full programme, rather than the full cohort.

### **Additional Considerations for Researcher Development**

#### **The Crucible Model**

The initial two-year pilot programme commissioned in 2021 aimed to emulate the success of the Crucible model, which is widely recognised as a crucial innovation in researcher development and leadership. Bidders are encouraged to take inspiration from similar initiatives to cultivate a new and bespoke development programme, which will continue to add significant value to current investment in PDFs. We welcome innovative ideas, but the design of the development programme should derive ideas from the content and successes of the previous three years' of the programme as described above.

Crucible initiatives have been considered an important innovation in researcher development for building dynamic research leadership capacity and enabling ECRs to engage with interdisciplinary approaches as an intervention 'systematically considered' rather than just an add on to suit Funders' needs. Crucible style events can help researchers understand engagement beyond the academic community to demonstrate the impact of their research; cultivate engagement with other communities helping them feel more empowered to engage with wider stakeholders; and ease feelings of isolation experienced by many young academics. Broader, and longer-term benefits through participation alone has been cited such as, improved confidence, raised-profile, better communication, and interdisciplinary working skills, along with various career development benefits.

In line with the Flinders (2020) report, we envisage these types of development initiatives to be centred around co-production and co-design; built around experiential learning, providing unique and dynamic opportunities for ECRs to meet researchers and innovators beyond their own institution and discipline, ultimately cultivating new skills in new contexts whilst fostering lasting professional networks. Bridle's research (2018) also noted 'that further support should

be made available for early-career researchers to access interdisciplinary encounters, as well as to offer seed-funding and follow-up activities’.

#### Leadership Development

Building on current Crucible offerings has enabled the ESRC to adopt a stronger ‘leadership lens’ and significantly enhance the value of existing investments, whilst also helping to progress equality, diversity, and inclusion. Flinders (2020) noted that social science leadership interventions should include:

*a capacity to enthuse, ignite and sustain an intellectual vision that is inclusive, flexible, and open to challenge...[and] an ability to take that vision beyond academe in order to demonstrate the social relevance of that research, and therefore why the social sciences matter. Research leadership is therefore increasingly tied to notions of innovation, entrepreneurship, and ambassadorial skills.*

The policy-challenge focus for this development programme recognises that leadership in terms of coproduction and collaboration with non-academics is a valuable and necessary skill to broaden the impact of research and career opportunities outside of traditional academic trajectories.

While there have been previous examples of initiatives that have successfully brought academics and policymakers into conversation (e.g. UK in a Changing Europe Programme); and indeed, some postdoctoral researchers may have experience of working in government and with policy, other traditional academic and research careers do not always provide formal training or exposure to the inner workings of government, public policy, or communicating research findings to broad audiences. The policy-challenge component of this programme provides a focus point for leadership development to connect researchers’ skills for employment outside academia, as well as demonstrate the real-world tangible impacts arising from their research. Therefore, the supplier will be expected to accommodate varied understanding and expertise across the cohort.

Leadership development should also be viewed in addition to managerial or organisational terms and focus on the capacity to run increasingly large and complex research projects, centres, programmes, or institutes, as well as research mobility outside of academia. There should be a balanced emphasis on researcher development and leadership capability in relation to the diversity of career choices, and bidders must articulate an approach to leadership that is constantly adapting to a changing context while being culturally sensitive. The approach should embrace collaboration and inter-disciplinarity and focus on creating new research platforms through innovative spaces and activities whilst also being scientifically accessible.

Therefore, this tender builds on the previous three years of the development programme, moving towards establishing a formalised and well-supported researcher development structure. We also acknowledge the wider applicability of many of the Flinders’ recommendations beyond this particular early career researcher (ECR) stage and beyond the social sciences. We are currently piloting an ESRC Research Leaders Network to support and incentivise mid-career and senior.

#### Specific Requirements

Bidders should set out their approach for the programme, informed by the crucible model as well as other similar initiatives, including the previous three years’ of the ESRC PDF Development Programme. Bidders must provide a detailed forward plan of all proposed activities for the programme, outlining the programme content and what activities would act as standalone element open to the wider cohort of fellows. Detailed plans should also include how the programme meets objectives 1-10 as stated above, details of how it will be evaluated, and an overview of the resources and expertise within the team.

Bidders are encouraged to suggest additional and / or alternative innovative activities and provide a rationale for their inclusion. Bidders are encouraged to think innovatively in terms of how they propose to address the aims/objectives, and how committing to the full programme of activities will be attractive and valuable beyond those activities which will be open to full cohort of PDFs.

Within the proposal, Bidders should address the following:

### **Programme Content**

- Details of all activities and events within the proposed programme including which activities will act as free-standing elements and open to the full cohort of ESRC PDFs.
- How the programme meets the aims and objectives above
- Rationale for activities chosen as free-standing elements and how bidders will ensure that this does not dilute the value for those participating in the full programme whilst maintaining a cohort approach
- Range of activities and methodology and how this is appropriate to the whole of the PDF cohort, noting the diversity of fields, disciplines, and backgrounds
- Communication and dissemination activities that are appropriate for the diversity of PDFs and which effectively link PDFs into appropriate wider networks to support their development as researchers and advocates for ESRC

### **Equality, Diversity, and Inclusion (EDI), and Ethical Plans**

- There should be clear evidence of mechanisms to enable all programme activities to be inclusive and supportive of the full diversity of PDFs to participate, and there should be evidence of appropriate monitoring to ensure proposed plans are effective.
- There should be clear evidence of the mechanisms and criteria used for shortlisting and selecting each cohort of PDFs
- An Equality Impact Assessment indicating that potential impacts of the Programme have been considered and a clear plan by which to ensure PDFs are linked to and inspired by a diverse range of people from a variety of backgrounds and experiences as a result of the activities
- Evidence of the quality of plans to ensure any associated ethical issues are identified and addressed, including any responsible innovation and governance issues

### **Bidders' Ability to Deliver the Proposed Programme**

- Bidders will be expected to demonstrate that they have the necessary expertise to undertake this project, explicitly linking how the skills of the project team will enable the successful delivery of their proposed approach and that the appointed team has the competencies required to effectively deliver the project.
- Bidders must be able to demonstrate their understanding of researcher/academic development within the social sciences and must be able to demonstrate expertise in design and delivery of professional development programmes of this kind. We recognise consortium bids can enable bidders to compile teams with the breadth of expertise required.
- Bidders will be asked to demonstrate that enough time has been committed by individuals in the team to deliver the programme of work proposed. Roles, responsibilities, and time commitments of team members need to be set out clearly in bids.
- Presence of an appropriate balance of skills in the project team and representative diversity and disciplinary spread should also be demonstrated.

### **Management and Resources**

- An effective management structure that has appropriate expertise and plans in place to deliver and manage the contract
- The appropriateness and justification of the requested resources, including timelines, and the value for money represented through the programme, including any leveraged funds (if applicable)
- Assurance that all key personnel will commit the amount of time to the contract as identified in the proposal and costing, with a description of how any necessary changes in staff will be managed to maintain the quality of delivery

### **Monitoring and Evaluation**

- A detailed forward plan of all proposed activities for the programme, and how the Bidder will evaluate and measure the success of the development programme, noting the objectives and upon completion of supported activities, information provided to the ESRC should include details of all those who benefited from the activity,

the immediate impacts and expected long term impacts of the programme. It is important that we are able to evaluate the effectiveness and value of participating in the full programme, in comparison to the open sessions

- Build in reflective practice throughout the programme, enabling PDFs to reflect on their development, leadership practice and careers, and consider how this will feed into evaluation of the programme

#### Pump Priming Awards

A key opportunity for the PDFs participating in the full programme, will involve bidding for one of three pump priming awards. The successful supplier will make these awards available to successful collaborative bids (up to three £5000 awards available). Therefore, bidders must:

- Outline how they will administer and manage the pump priming funds and have clear effective mechanisms and criteria for the awarding the pump priming funds, this should include peer review and an applicant response stage.
- Outline where within the programme this opportunity will feature and how it will be used to embed learning from the programme and catalyse collaboration across the PDFs.
- Propose an approach to increase engagement with this aspect of the programme, including strategies to encourage PDFs to fully utilise this opportunity and a contingency plan if there are no initial submissions.

Decisions for award of pump priming should be provided to the ESRC and prior to this, the team should work with the ESRC to select appropriate peer reviewers as part of the decision-making process

Funding for these awards (£15,000.00 total available) must be drawn from the supplier's overall budget, and the supplier will be responsible for administering the funds through their own finance systems.

#### Interview

Interviews will take place the week commencing 16<sup>th</sup> or 23<sup>rd</sup> September (subject to confirmation). Bidders will be required to make provision for this date and have the necessary resources and skill sets available to attend and represent your organisation with regard to your tender submission. The maximum number of representatives is limited to three. Please refer to question PROJ1.5 for the full details of the interview structure.

#### Working with ESRC

A close working relationship between the ESRC Research Talent Development Team and the successful supplier's team will be vital throughout the programme. The Research Talent Development Team are responsible for the area of researcher skills development and methodological development and innovation in the ESRC. It is made up of a team of 10, and a case officer/project lead will be assigned from within the team to work closely with the supplier throughout the delivery of the programme. Regular (minimum fortnightly to start with and reducing as the programme progresses) progress reviews will take place via email, phone or video conferencing detailing any planned or completed activities to date, risks/ issues, and where applicable, any feedback from cohort participants. An Independent Advisory Group will oversee the programme and suppliers will be expected to attend up to quarterly meetings and provide input into the meeting agenda and papers, as well as delivering key updates and reporting information to the group.

All delivery of events will be the responsibility of the successful supplier.

#### Payment

The total contract award will be divided over the year and payment will be made in four equal instalments (each equivalent to 25% of the total budget), in line with the following schedule:

1. After receipt and approval from ESRC of the development programme plan
2. After delivery and evaluation of the first welcome event
3. 6 months into the contract
4. After completion and evaluation of final scheduled activity

**Key Risks**

Key risks associated with the procurement include PDFs not being able to prioritise the full programme offer above other commitments, but this will be partly mitigated by opening-up specific activities for all PDFs to attend, as well as continuity, which will be dependent on the outcomes of the activities in terms of sustainability of the programme and benefits overtime. There is also a risk that fellows may not apply for the pump priming awards, as evidenced by limited applications over the past three years. Therefore, bidders are expected to propose innovative approaches to enhance engagement and highlight the value of the pump priming opportunity; develop strategies to motivate PDFs to fully utilise this opportunity; and suggest a contingency plan if there are no initial submissions.

**Timetable**

- Lists key targets and/or milestones expected to be achieved
- Can act as a performance indicator to enable stage or interim payments to be made against measurable deliverables.
- Be specific on when you expect the outputs to be delivered
- If the completion date is fundamental to the success of the project, then say so
  - Contract Start: Friday 4th October 2024
  - PDF Recruitment: October – November 2024
  - Programme Start: by November 2024
  - Programme Activities: November 2024 - August 2025
  - Contract End: September 2025

**Additional Guidance Notes****Service Conditions and Environmental Factors**

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

Environmental factors may include:

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

**Schedule 3 - Charges**

- 1 The Charges for the Services shall be as set out in this Schedule 3.
- 2 The charges for the services are £74,960.00 excluding VAT.
- 2 Where the Services are to be provided on a time and materials basis, the Charges for those Services will be calculated as follows:
  - (a) the charges payable for the Services will be calculated in accordance with the Supplier's day rates as follows:
  - (b) the Supplier's day rates for each individual person are calculated on the basis of an eight-hour day worked between such hours and on such days as are agreed by UKRI and the Supplier;
  - (c) the Supplier will not be entitled to charge pro-rata for part days without the prior written consent of UKRI;
  - (d) the Supplier will ensure that every individual whom it engages to perform the Services completes time sheets recording time spent on the Services and the Supplier will use such time sheets to calculate the charges covered by each invoice and will provide copies of such time sheets to UKRI upon request; and
  - (e) the Supplier will invoice UKRI monthly in arrears for its charges for time, as well as any previously agreed expenses and materials for the month concerned calculated as provided in this paragraph 2 and paragraph 3.



**Schedule 3 - Charges**



**Expenses**

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

#### Schedule 4 - Processing Personal Data

1. This Schedule shall be completed by UKRI, who may take account of the view of the Supplier, however the final decision as to the content of this Schedule shall be with UKRI at its absolute discretion.
  - 1.1 The contact details of the UKRI's Data Protection Officer are: [dataprotection@ukri.org](mailto:dataprotection@ukri.org)
  - 1.2 The contact details of the Supplier's Data Protection Officer are: [REDACTED]
  - 1.3 The Supplier shall comply with any further written instructions with respect to Processing by UKRI.
  - 1.4 Any such further instructions shall be incorporated into this Schedule.

Description	Details
<b>Subject matter of the processing</b>	The supplier will design and deliver a professional development programme for one cohort of 30 PDFs to participate in all scheduled activities within the programme, whilst also opening-up some of the programme as free-standing elements to the entire cohort of 2024 ESRC-funded PDFs (approximately 60 in total).
<b>Duration of the processing</b>	1 year. Contract to start in October 2024 and end in September 2025.
<b>Nature and purposes of the processing</b>	<p>The supplier will be expected to handle the recruitment of participants and the scope of the programme will include a series of themed events with a policy focused 'challenge' component at its core, contact details needed to achieve this purpose.</p> <p>The supplier should report on the diversity of the programme to enable UKRI to monitor and improve diversity on underrepresented groups.</p>
<b>Type of Personal Data</b>	<p>Personal Data: Name, email address, research organisation</p> <p>Special Category Data: disability, ethnicity, gender, race, age</p>
<b>Categories of Data Subject</b>	Members of the research and innovation community specifically Postdoctoral Fellows funded through ESRCs Postdoctoral Fellowship Scheme.
<b>Plan for return and destruction of the data once the processing is complete UNLESS requirement under European Union or European member state law to preserve that type of data</b>	The Contractor will: delete the Personal Data and erase the Personal Data from any computers, storage devices and storage media that are to be retained by the Contractor after the expiry of the Contract. The Contractor will certify to the Authority that it has completed such deletion within 30 days.

## **Suppliers Bid**

The first part of the paper discusses the importance of maintaining accurate records of all transactions, including sales, purchases, and expenses. This is essential for ensuring the integrity of the financial statements and for providing a clear audit trail. The second part of the paper focuses on the importance of maintaining accurate records of all assets and liabilities, including property, equipment, and debt. This is essential for ensuring the accuracy of the balance sheet and for providing a clear audit trail. The third part of the paper discusses the importance of maintaining accurate records of all income and expenses, including salaries, wages, and interest. This is essential for ensuring the accuracy of the income statement and for providing a clear audit trail. The fourth part of the paper focuses on the importance of maintaining accurate records of all cash flows, including receipts and payments. This is essential for ensuring the accuracy of the cash flow statement and for providing a clear audit trail. The fifth part of the paper discusses the importance of maintaining accurate records of all taxes, including income tax, sales tax, and property tax. This is essential for ensuring the accuracy of the tax return and for providing a clear audit trail. The sixth part of the paper focuses on the importance of maintaining accurate records of all other financial information, including bank statements, credit card statements, and investment statements. This is essential for ensuring the accuracy of the financial statements and for providing a clear audit trail.