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INVITATION TO TENDER

JOINT TENDER INSTRUCTIONS RELATING TO

THE PROVISION OF

DIGITAL LEARNING PLATFORM

INSTRUCTIONS

1. About UK Sport AND THE ENGISH INSTITUTE OF SPORT LTD (“EIS”)

UK Sport is the trading name of The United Kingdom Sports Council which was established by Royal Charter on 19 September 1996.

As the UK’s high performance sports agency, UK Sport provides strategic investment to enable Great Britain’s Olympic and Paralympic sports and athletes to achieve their full medal winning potential

Working in partnership with National Governing Bodies of sport, UK Sport has taken GB from 36th in the Olympic medal table at Atlanta 1996 to second in the Olympic and Paralympic medal table at Rio 2016.

UK Sport has a very clear remit at the ‘top end’ of Britain’s sporting pathway, with no direct involvement in community or school sport and is accountable to the Department for Digital, Culture, Media and Sport.

UK Sport also has responsibility for activities best delivered at a UK level, such as: bidding for and staging major sporting events through its Pinnacle and Performance events programme; increasing sporting activity and influence overseas; and promoting sporting conduct, ethics and diversity. UK Sport is funded by a mix of Government Exchequer and National Lottery income.

UK Sport’s investment and support services cover:

* Performance (Investment, Evaluation, Solutions)
* Events (Investment, Bidding, Support)
* International (Influence, Development)
* Governance, Leadership, Financial Accounting
* Science, Medicine and Technology (via the Home Nation Institutes)

UK Sport actively works with its science, medicine and technology arm, the English Institute of Sport and other Home Country Sports Institutes, the British Olympic Association (BOA) and British Paralympic Association (BPA), and with other bodies such as the British Athletes’ Commission(BAC).

Additional general information about UK Spot can be found at <http://www.uksport.gov.uk>

The English Institute of Sport (EIS) is the world’s leading provider of sports science, medicine and technology to high performance sport, and is committed to the delivery of outstanding performance-impacting support that enables sports and athletes in the UK to excel.

The EIS is unlike any other organisation in high performance sport, with an unrivalled network of experts in science, medicine, technology and innovation delivering people-first solutions to over 40 Olympic and Paralympic sports

Established in 2002, the EIS has been providing support to Olympic and Paralympic sports for almost 20 years. It is now one of the largest organisations in high performance sport, numbering over 350 people.

The EIS’s position in high performance support is unique to the high performance system; it includes the following activities, deliverables and responsibilities:

* **A NETWORK OF KNOWLEDGE:**The EIS brings together an unrivalled network of collective brilliance and world-class expertise, sharing knowledge and expertise across sports to deliver solutions faster than a single individual could.
* **SUPPLY OF SUPPORT:**The EIS develops practitioners and networks so that they can operate effectively, right at the cutting edge of high performance sport.
* **PEOPLE & PERFORMANCE:**The EIS puts people at the heart of extraordinary performance, developing and delivering people-first solutions within a world-class performance environment.
* **GUARDIANS OF GOVERNANCE:**The EIS protects sports and athletes by setting and upholding industry-leading governance standards, providing quality assurance for sports and committing to outstanding data protection and ethical ways of working.

The EIS provides support for many of Great Britain’s most successful athletes, having worked with 93% of the athletes and 31 of the 34 sports that won a medal for Team GB and Paralympics GB at the Rio 2016 Olympic and Paralympic Games.

The EIS is a subsidiary company of UK Sport. The EIS works closely with the three other Home Country Sports Institutes (HCSI), in particular in sharing knowledge and best practice. Further details of the services provided by the EIS can be found on the website www.eis2win.co.uk .

This is a joint tender exercise between UK Sport and the EIS, all references to the UK Sport Group in this invitation to tender means UK Sport and the EIS.

Please note, the parties may either enter into a separate Contracts with the successful tenderer or, if the contract is User based, enter into one contract which covers all authorised users of the services.

1. Invitation to Tender (ITT)

UK Sport and the EIS provide, and support, learning and development oppotunities to their own staff and members of the high performance sport system in the UK. Having recently developed new strategies to further enhance the impact of learning and development across the system, the impementation of a digital learning platform is a crucial enabler in delivering these strategies.

The UK Sport Group now invites Tenders for the provision of the development and delivery of a digital learning platform to support the learning and development strategies of the UK Sport Group (“the Services”) in accordance with this ITT and the attached documents. As this process is conducted below the EU threshold for tenders there is no separate pre-qualification stage or questionnaire but potential suppliers are required to register their expression of interest in tendering in accordance with paragraph 5 below.

1. Structure of ITT
   1. The ITT is divided into the following sections:

* **Instructions** – this contains the UK Sport Group’s general tendering requirements and other information on the tendering process and the evaluation criteria that Tenders will be evaluated against. A checklist is at Appendix 3 which sets out the dates and times by when documents need to be sent in by Tenderers;
* **Specification** – this describes the service/quality standards required to provide the Services (Appendix 1);
* **Forms** – contain the forms required to be completed and submitted with tenders (Appendix 2);
  + Form of Tender
  + Bona Fide Tendering Certificate
  + Declaration of Criminal convictions, Tax Affairs and Controversial Situations
  + Certificate of Insurance
  + Freedom of Information Form
  + Non-Canvassing, Non-Collusion and Non-Corruption Certificate
  + References
  + Data Protection Questionnaire
* Checklist of documents to be returned (Appendix 3)
* Contract terms (Appendix 4)

1. Tender Timetable and Contract Period
   1. The UK Sport Group proposes the following timetable for the award of the Contract. This is intended as a guide and whilst the UK Sport Group do not intend to depart from the timetable, it reserves the right to do so at any time:

|  |  |
| --- | --- |
| **Date** | **Activity** |
| 30 September 2020 | Tender advertisement published and ITT made available to interested Tenderers |
| 6 October 2020 | Tenderers to express interest and send contact details for lead contact & submit clarification questions |
| 13 October 2020 | The UK Sport Group to issue responses to clarification questions |
| **20 October 2020** | Deadline for receipt of tenders |
| 3 November 2020 | Completion of Assessment of tenders |
| 5 November 2020 | Notification of assessment & confirmation of dates and times of presentations of shortlisted tenderers |
| w/c 9 November 2020 | Presentations (provisionally planned for 11 November) |
| w/c 16 November 2020 | Notification of successful tenderer/unsuccessful tenderers |
| w/c 23 November 2020 | Standstill period |
| w/c 7 Dcember 2020 | Contract commencement date |

1. EXPRESSIONS OF INTEREST
   1. Suppliers wishing to tender are requested to register their expression of interest by emailing adam.greaves@uksport.gov.uk by 4pm 6 October along with any clarification questions they may have in accordance with paragraph 8 of this ITT.
2. Contract
   1. The contract shall commence on 7 December 2020 until 6 December 2023 unless terminated or extended in accordance with the terms of the contract.
   2. The draft template contract is attached at Appendix 4. This is a standard UK Sport and it will only be amended on appointment of the successful Tenderer in order to incorporate the Tenderers’ commercial offer and any material points based on Tenders.
3. Disclaimer Costs and Expenses and Discontinuance of Tender
   1. Nothing in this ITT binds the UK Sport Group to accept a Tender and award a contract. The UK Sport Group reserves the right to discontinue this Tender at any time during the ITT process and not to accept a Tender or award a contract.
   2. The UK Sport Group shall not be liable to the Tenderer in any way whatsoever for the Tenderer’s costs and expenses incurred during the tender process from its discontinuance or in relation to which a contract is not awarded.
   3. The Tenderer is responsible for preparing all information necessary for the preparation of its Tender and all costs, expenses and liabilities incurred by the Tenderer in connection with the preparation and submission of its Tender shall be borne by the Tenderer.
   4. Tenderers shall ensure that they are familiar with the nature and extent of the obligations they will incur if their Tender is accepted.
4. Information and Queries
   1. Tenderers should carefully read all the documents in this ITT and fully acquaint themselves with the requirements in this ITT. A Tenderer may, by email to the Contact Officer, request clarification or further information in connection with the ITT. The UK Sport Group will reasonably endeavour to answer all written enquiries prior to Tenders being submitted. The UK Sport Group reserves the right not to respond to a request for information or clarification.
   2. The UK Sport Group reserves the right to disseminate information that is materially relevant to all Tenderers, even if the information has only been requested by one Tenderer, subject to the duty to protect any Tenderer's commercial confidence in its responses.
   3. The deadline by which to submit clarification questions and requests for further information is 6 October. Responses will be circulated by posting them on to Tenderers on UK Sport’s website and the Government Contract Finder website on 13 October.
   4. All enquiries in connection with this ITT must be made in accordance with paragraphs 8.1 and 8.3 above. The UK Sport Group reserves the right to reject any Tenderer that attempts to obtain information through any other route.

Contact Officer Name: Adam Greaves, Social Learning Coordinator

E mail: adam.greaves@uksport.gov.uk

1. Best Value
   1. In pursuit of continuous service improvement and efficiency, the UK Sport Group will require a commitment from the successful Tenderer to provide management information on the development of the Services and to participate, free of charge, in projects associated with improvement to the Services and to implement required changes.
2. Preparation of Tender
   1. This ITT (including all its appendices and attachments) has been prepared by the UK Sport Group for the sole purpose of enabling Tenderers to submit Tenders to the UK Sport Group. No guarantee can be given, however, and no representation is made, as to the accuracy of information contained within it and it is each Tenderer's responsibility to obtain for itself at its own expense all information which it deems necessary or desirable for the preparation of its Tender. The UK Sport Group does not accept any liability, which might result from any inaccuracy of or omission from any such information. All information supplied by the UK Sport Group in connection with this ITT shall be treated as confidential by the Tenderer, except where, as determined by the UK Sport Group, such information may be disclosed:-
      1. by the Tenderer in so far as it is necessary for the preparation, submission and evaluation of Tenders; and/or
      2. by the UK Sport Group in exercising its rights, powers, duties and obligations in relation to the exercise of its functions and to facilitate public access to information.
3. Freedom of Information and Transparency
   1. Under the Freedom of Information (FOI) Act 2000 and the Environmental Information Regulations 2004 the public have a general right of access to information held by the UK Sport Group. This right of access to information not only includes information about the UK Sport Group contracts but also procurement arrangements with potential Tenderers. This right does not extend to information which is confidential and/or commercially sensitive or otherwise “exempt” from disclosure under FOI. As a consequence only information that is genuinely confidential or commercially sensitive or is otherwise exempt FOI information may not be disclosed under FOI.
   2. Tenderers are therefore required to identify those areas in their Tender that they consider are confidential and/or commercially sensitive, giving reasons and evidence (where relevant) including proposed dates for lifting confidentiality in respect of those areas. The extent to which this information shall be held in confidence by the UK Sport Group and for how long may be subject to discussion as part of the Tender process and during post-tender negotiations (if any). Unsuccessful Tenders will be disposed of in accordance with the UK Sport Group’s document retention and disposal policy.
   3. The UK Sport Group reserves the right to hold all or any information contained in a Tenderers' Tender, in confidence, or to disclose it whether or not it is identified as commercially sensitive by the Tenderer where confidentiality or disclosure is necessary to comply with the UK Sport Group’s legal duties and lawful discretion generally or in relation to the tender process.
4. Preparation and Delivery of Tender Documents & Presentation Stage
   1. The UK Sport Group reserves the right not to accept the lowest or any Tender.
   2. The Tenderer respond to the Tender Requirements as set out in paragraph 16 below. The Tenderer must ensure that its Tender is completed in its entirety, including all accompanying forms at Appendix 3.
   3. The tender documents must be signed and e-mailed to adam.greaves@uksport.gov.uk
   4. **Tenders must be delivered by no later than 4pm on 20 October.**
   5. The UK Sport Group will not accept tenders submitted by post, telegram, telex, fax, telephone or via online file sharing sites such as Dropbox.
   6. Tenders shall remain open for acceptance for a period of 60 days (sixty days) from the Tender submission date.
5. References
   1. References are required and Tenderers must complete the references form at Appendix 2. The UK Sport Group reserves the right to contact referees (two per Tenderer) during the ITT period. If the UK Sport Group decides to make reference calls, it will contact Tenderers individually for confirmation of their referees. Tenderers should give their referees advance notice of these reference calls in order to avoid any delay.
   2. The reference calls will not be evaluated. They are intended to verify the experience of Tenderers as described in their ITT submission.
6. Tender Evaluation
   1. Prior to evaluating Tenders, the UK Sport Group will carry out an initial review of each Tender to confirm completeness and compliance with the requirements of this ITT and may, at its discretion, reject a Tender which is incomplete and/or non-compliant.
   2. The UK Sport Group will carry out a Tender evaluation after the closing date for receipt of Tenders. Tenders will be evaluated on the basis of the most economically advantageous offer to the UK Sport Group against the following weighted factors:

**Price and overall cost of the contract to the UK Sport Group (40 %)**

|  |  |  |  |
| --- | --- | --- | --- |
| **Price Criteria** | **Score (Max 5)** | **Weighting** | **Score x Weight** |
| Development and implementation costs |  | 40% |  |
| Ongoing costs (including maintenance) |  | 50% |  |
| Any added value services or products enhancing the core offering and the value to the Organisations (including any discounting, service credits, free training etc.) |  | 10% |  |
| **Total** |  | 100% |  |

**Quality of service provision (60 %)**

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| **Quality Criteria** | **Score (Max 5)** | **Weighting** | **Score x Weight** |
| Demonstrate clear understanding of the project (inc organisational alignment) |  | 10% |  |
| Meeting the system configuration requirement of supporting Organisation/Team segmentation whilst providing connection between Organisations/Teams where appropriate, including:   * Demonstration of associated simple user journey/experience * Demonstration of how to meet associated account creation, Single Sign On and Multi Factor Authentication combination |  | 15% |  |
| Meeting the requirements   * Demonstration of the ability to meet the requirements detailed within the Specification |  | 45% |  |
| Evidence of success of managing similar projects |  | 10% |  |
| System support and maintenance |  | 10% |  |
| Collaborative ways of working;   * Demonstration of intended way of working with UK Sport and the EIS in a flexible and collaborative approach |  | 5% |  |
| Demonstration of industry knowledge and experience including desire to continue to develop and evolve services and products |  | 5% |  |
| **Total** |  | 100% |  |

* 1. The UK Sport Group reserves the right to invite approximately the four highest scorers to present their tenders week commencing 9 November. Further details on presentation times will be provided nearer the time and will have to be presented virtually via Microsoft Teams. The presentations are to certify and further explore/evaluate the content of the tenders.
  2. The winner will be Tenderer with the highest score against the above criteria.

1. The Tender Evaluation Scores
   1. The response to each evaluation question will be awarded a score of between 1 and 5 according to the scale in the table below. The weightings set out in the table above will then be applied to each question. For clarity, proposals that meet the the UK Sport Group’s requirements as set out in the tender documentation would be awarded a score within the range 3-4. Tenderers can gain scores of 5 on the evaluation scoring scale below by providing innovative submissions that exceed the UK Sport Group’s core expectations as expressed in the Specification. The UK Sport Group encourages Tenderers to present innovative pricing and methods of service delivery that will add value to the Services, such proposals are likely to attract the highest scores.

**ITT Quality Evaluation Scoring Methodology**

* 1. The basis for the scoring of Tenders will be in accordance with the following scale:

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| **1** | **Unsatisfactory** | A response that completely or almost completely fails to address the elements of the criterion. Such a response would normally evidence no strengths of any kind and many significant weaknesses and/or deficiencies. In general, the response would be described as unsatisfactory or without merit. |
| **2** | **Marginal** | A response that addresses a few elements of the criterion. Such response would normally be evidenced by few if any strengths, many significant weaknesses, and present a low level of successful performance expectation. In general, the response would be described as faulty or substandard. |
| **3** | **Satisfactory** | A response that adequately addresses the elements of the criterion. Such a response would normally be evidenced by few if any significant strengths, few if any significant weaknesses, offsetting strengths and weaknesses, and present a moderate level of successful performance expectation. In general, the response would be described as suitable or sufficient. |
| **4** | **Very Good** | A response that addresses a majority of the elements of the criterion. Such a response would normally be evidenced by significant strengths, few if any significant weaknesses, and present an above average level of successful performance expectation. In general, the response would be described as conscientious, competent or complete. |
| **5** | **Excellent** | A response that addresses all elements of the criterion in an exceptional manner. Such a response would normally be evidenced by significant strengths, no significant weaknesses, and present a high level of successful performance expectation. In general, the response would be described as excellent or superior. |

1. Tender Requirements
   1. The Tender requirement to the evaluation criteria are set out below. Tenderers are required to respond to ALL of the Tender requirements set out below. To assist the UK Sport Group's evaluation of a Tender submission, please ensure Tenders clearly cross-refer to the Tender requirements set out below. Any relevant supporting tender documentation must also be clearly identifiable by the evaluation criteria number.
   2. Instructions for completing Tenders – please ensure these are followed:
      1. Answers must be on A4 paper with a minimum font size 11. The paper layout can either be landscape or portrait. A3 paper can be used where use of diagrams, graphs etc. is required.
      2. Tenderers are required to provide information about its history; strategy; corporate structure; departments & teams and key staff leading their Tender. This information is not subject to a word count limit.
      3. Except to assist with proposals for the commercial sponsorship offer, please do not provide any corporate marketing material along with Tenders.
      4. When providing examples, Tenderers must demonstrate knowledge and understanding of delivery of this type of work across comparable sectors. The examples must also demonstrate where the Tenderers have provided delivery to organisations similar to the UK Sport Group.
      5. If Tenderers do include examples, where possible, fresh examples for each criteria are preferred by the UK Sport Group. It is not acceptable to repeat the same example.
      6. The word counts against each tender requirement are maximum word limits. Tenderers can write less.

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| **Price Criteria** | **Tender Requirement** | **Weighting (100%)** |
| Development and implementation costs | Maximum 500 words | 40% |
| Ongoing costs (including maintenance) | Maximum 500 | 50% |
| Any added value services or products enhancing the core offering and the value to the Organisations (including any discounting, service credits, free training etc.) | Maximum 1000 | 10% |
| **Quality Criteria** | **Tender Requirement** | **Weighting (100%)** |
| Demonstrate clear understanding of the project (inc organisational alignment) | * + - 1. Maximum 1000 words | 10% |
| Meeting the system configuration requirement of supporting Organisation/Team segmentation whilst providing connection between Organisations/Teams where appropriate, including:   * Demonstration of associated simple user journey/experience * Demonstration of how to meet associated account creation, Single Sign On and Multi Factor Authentication combination | Maximum 1000 and schematics/diagrams to illustrate the user journey | 15% |
| Meeting the requirements   * Demonstration of the ability to meet the requirements detailed within the Specification | Maximum 1000 words and completion of the specification self-assesment table within Appendix 1; Specification | 45% |
| Evidence of success of managing similar projects | Maximum 1000 | 10% |
| System support and maintenance | Maximum 1000 | 10% |
| Collaborative ways of working;   * Demonstration of intended way of working with UK Sport and the EIS in a flexible and collaborative approach | Maximum 1000 | 5% |
| Demonstration of industry knowledge and experience including desire to continue to develop and evolve services and products | Maximum 1000 | 5% |

1. Staffing Issues and TUPE
   1. The UK Sport Group is neither the transferor nor transferee of the staff employed by its current contractors in the circumstances of any policy/contract awarded as a result of the procurement process of which this ITT forms part of.
   2. Tenderers should satisfy themselves as to the application of the Transfer of Undertakings (Protection of Employment) Regulations 2006 ("TUPE") to this requirement and should make suitable provision for the implications (if any) of TUPE.
2. Non-Consideration of Tender
   1. A Tender may not be considered if:
      1. it is not in accordance with these instructions or is in breach of any instruction or clause set out elsewhere in the ITT; or
      2. it makes or attempts to make any variation or alteration to any of the ITT save where authorised in writing by the Contact Officer; or is expressly permitted; or
      3. the Tenderer fails to provide within 7 days any relevant documentary evidence requested by the UK Sport Group and not supplied with the Tender held by any signatory to the Tender; or
      4. it has attempted or does attempt to make its Tender conditional on the acceptance by the UK Sport Group of any other Tender contract or proposal; or
      5. it does not comply with paragraph 12.
3. Rejection of Tender
   1. The UK Sport Group may reject any Tender (which shall be without prejudice to UK Sport’s legal remedies) submitted by a Tenderer who has:
      1. made a misleading or false declaration in any of the Tender Forms. Tenders must read the Declaration of Criminal Convictions, Tax Affairs and Controversial Situations carefully and immediately inform the UK Sport Group if they are having difficulty completing it.
      2. directly or indirectly canvassed any official of the UK Sport Group concerning the acceptance of any Tender or who has directly or indirectly obtained or attempted to obtain information from any such member or official concerning any other tender.
      3. fixed or adjusted the prices shown in accordance with any agreement or arrangement with any other person.
      4. communicated to any person other than the UK Sport Group the amount or approximate amount of the price shown in its tender, except where such disclosure is made in confidence in order to obtain quotations necessary to the preparation of the Tender or for the purposes of insurance or the guarantee referred to in the ITT.
      5. entered into any agreement with any other company, firm or individual so that the other company, firm or individual refrains from submitting a Tender or limits or restricts his price or anything similar.
      6. made or offered to make any type of payment or gift to any UK Sport Group employee or member or to anyone else where or not the person is directly connected to the UK Sport Group directly connected with this Tender exercise.
      7. offered or given or agreed to give any officer or member of the UK Sport Group any gift or consideration of any kind as an inducement or bribe to influence its decision in relation to the tendering procedure.

In the context of the Declaration of Criminal Convictions, Tax Affairs and Controversial Situations please note:

Tenderers will be excluded from the tender process if there is evidence of convictions relating to specific criminal offences including, but not limited to, bribery, corruption, conspiracy, terrorism, fraud and money laundering, or if tenderers have been the subject of a binding legal decision which found a breach of legal obligations to pay tax or social security obligations (except where this is disproportionate e.g. only minor amounts involved).

If Tenderers have answered “yes” to question 2 of the declaration on the non-payment of taxes or social security contributions, and have not paid or entered into a binding arrangement to pay the full amount, Tenderers may still avoid exclusion from this Tender if only minor tax or social security contributions are unpaid or if a Tenderer has not yet had time to fulfil your obligations since learning of the exact amount due. If Tenderer is in that position please provide details using a separate document. Tenderers may contact the UK Sport Group for information about how to do this before completing this form.

The UK Sport Group reserves the right to use its discretion to exclude a Tenderer where it can demonstrate the Tenderer’s non-payment of taxes/social security contributions where no binding legal decision has been taken.

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

1. Acceptance of Tender
   1. Following evaluation of Tenders, the selection of a preferred Tenderer shall be subject to a 7 day standstill period.
   2. The formal signing of the contract together with the formal letter of acceptance shall constitute a legally binding contract which shall commence on the day after the 7 day standstill period has ended. The 7 day standstill period shall commence from the date notification to the successful Tenderer.
   3. After the 7 day standstill period has elapsed, UK Sport will request the successful Tenderer to sign a contract with each of UK Sport and the EIS. Failure to comply with the UK Sport Group’s requests to promptly sign the contract will amount to a breach of contractual obligation and the UK Sport Group will accordingly be entitled at its sole discretion to withhold payment until such time as a formal contract is properly signed by the successful Tenderer.
2. Tender Material
   1. ITT Material means information (including for example, presentation slides, drawings, handbooks, manuals, reports, instructions, specifications and notes of pre-tender clarification meetings, in whatever form or medium), issued to Tenderers by the UK Sport Group or on its behalf, or to which Tenderers have been given access, for the purposes of responding to this ITT. Tender Material remains the property of the UK Sport Group or other owners and is released solely for the purpose of tendering. The Tenderer shall notify the UK Sport Group without delay if any additional Tender Material is required for the purpose of tendering.
   2. In the event that a recipient of Tender Material decides not to participate in the submission of a tender, the Tender Material shall be returned to its place of issue without delay. If a tender is submitted to the UK Sport Group, the Tender Material may be retained by the Tenderer until the result of the competition is known.
   3. The Intellectual Property Rights in Tender Material may belong to UK Sport or a third party. The Tender Material may only be used for the purpose of responding to this invitation to tender and shall not be copied, or disclosed to anyone other than employees of the Tenderer involved in the preparation of the tender, without the prior written approval of UK Sport. If the Tenderer discloses the Tender Material other than to employees involved in the Tender preparation, or uses the Tender Material other than for the purpose of Tendering, UK Sport, or the third party owner, may suffer damage for which compensation may be sought from the Tenderer.
3. Publicity and Branding

Tenderers shall not make any advertisement, public statement or press announcement in relation to this Tender or award of the contract should they be successful. A joint public statement and press announcement will be made at a date agreed between the successful tenderer and the UK Sport Group.

**Appendix 1**

**Specification**

**Background**

Grow the reach, scale, accessibility and efficiency of Learning and Development (“L&D”) solutions across UK Sport and its subsidiary company, EIS through implementation of a digital learning platform including content development and deployment

EIS and UK Sport recently committed to collectively launching a new digital learning platform with the goal of transforming the way L&D is delivered across the UK high performance sporting system and as a result are looking to appoint a provider who can deliver a digital learning platform to enable this to happen.

**Context**

Over recent years, UK Sport and its subsidiary company, EIS, have begun to work more closely with each other on learning and development initiatives and strategies. This has involved collaborating more closely on the development of programmes and initiatives, as well as jointly developing frameworks which underpin learning and development across the system and means that learner’s journeys are more coherent no matter whom they work for.

It is important to note that whilst both UK Sport and EIS support their own staff in learning and development, one of the teams within UK Sport focusses on high performance sport system-wide learning and development which means that they will also work with individuals who are employees of, or contracted to, sport National Governing Bodies (“NGBs”) who run World Class Olympic and Paralympic programmes within the UK. Supporting these external individuals is a key consideration for the digital learning platform.

For the sake of clarity, the digital learning platform is intended to be administered, managed and operated by both organisations (UKS & EIS) and principally by three core teams within those organisations:

* UK Sport People Development Team (this is the team which works with NGBs and is referenced above);
* UK Sport HR Team (supporting UK Sport staff); and
* EIS L&D Team (supporting EIS Staff)

Throughout the Tender specification, the following terms shall have the following meanings:

**Organisations:** UK Sport and EIS

**Teams:** UK Sport People Development Team, UK Sport HR Team, EIS L&D Team

**Disciplines:** Additional working groups within organisations who may have a need for an exclusive area for specific learning and development needs (i.e. Physiotherapy, Sport intelligence)

**Learners:** individuals accessing the Digital Platform for learning purposes including Externally Authorised Learners

**Externally Authorised Learners:** individuals not employed by UKS or EIS who access the digital platform for learning purposes (i.e. coaches employed by NGBs)

**What we are trying to achieve**

An effective digital learning platform is not currently available across the Organisations. We believe that implementing a digital learning platform will support our individual strategies in being able to underpin existing interventions, connect individuals more effectively and allow Learners more ownership of their own learning and development as well as in accessing learning resources at their point of need.

Through our collaboration to date we also believe there is a considerable amount of content that is consistently relevant across the three Teams.

The aim therefore, is to be able to develop common content, either in-house or by acquiring third party content which supplements own organisation content, and share it between the Teams ensuring cost effectiveness and efficiency, allowing for more to be achieved using the same resources for the three Teams.

The Teams will agree common standards in order to allow this to happen most effectively. Examples of such standards would include: agreed and common approaches to leadership; compliance; Inclusion & Diversity; wellbeing; High Performing Teams and Coaching & Mentoring. This will allow Learners to experience a common approach to L&D irrespective of the Team they are engaging with.

It is expected, for the majority of the time, Learners will undertake learning through one primary Team, but there may be occasion where Learners from either Organisations (as well as Externally Authorised Learners) are required to interact with each other. For example, we are planning to run a common leadership programme which is accessible to Learners from each of the three Teams. By allowing this to be underpinned by the use of a digital learning platform would further enhance this aspect of their learning.

Therefore, the digital learning platform which is ultimately implemented will need to support Learners engaging with any of the three Teams. The illustrations below bring this to life visually.

Digital Learning Platform Teams and Users

UK Sport HR

(UK Sport Staff)

EIS L&D Team

(EIS Staff)

UK Sport People Development (Externally Approved Learners i.e. NGB Coaches)

Digital Platform (Accessible by all)

In addition, within the Organisations, there are a number of Disciplines who have specific technical learning requirements (e.g. Physiotherapy or Sport Intelligence) which they need to continue to develop. It is therefore important for the digital learning platform to be able to support the creation/demarcation of discrete areas where Disciplines can host specific technical learning and development.

In summary, we need the Digital Learning Platform that will provide the best possible solution for:

* Deploying common content to each of the three Teams
* Learners’ journeys within each of the three Teams
* Allowing learners from each of the three Teams to interact with one another
* A learners central records are to be maintained regardless of where they access learning

As an indication, the number of estimated Externally Authorised Learners/Learners from each of the Teams are noted below. Please note the UK Sport People Development Team numbers are calculated on the basis that all members of the high performance sport system would access. It is anticipated this number would be reached over time and would begin at a much lower number.

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| **UK Sport HR Function** | **UK Sport People Development Team** | **EIS Learning & Development Team** |
| Provide L & D support to staff in UK Sport | Provide L & D support to staff in 3rd Party National Governing Bodies of Sport World Class programmes | Provide L & D support to staff in the EIS |
| @ 150 people | Up to 2000 people | @ 480 people |

**Data Protection**

Both UK Sport and EIS have the responsibility of ensuring that personal data is processed in accordance with the Data Protection Act 2018 and the General Data Protection Regulation (GDPR). Both Parties should ensure that appropriate operational and technical security measures are in place to safeguard against any unauthorised, accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to the personal data.

**Requirements**

The digital learning platform will be required to support current L&D work as well as that which is proposed as part of our strategies. To that end, there are a number of requirements which a digital learning platform will need to support to enable it to have maximum impact. Below is a table which details the functionality expected of the digital learning platform implemented to enhance our learning and development strategies.

**Platform Requirements (E = Essential, D = Desirable F = Likely future need)**

**LMS System configuration**

Simple user journeys and administration whilst creating multiple organisational identities and data restrictions and flows

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|  | | | Tenderers to self–report capabilities | | | |
| ID | E/D/F | Feature | Description | Fully Meet | Partially Meet | Comments |
|  | E | Platform creates a simple, easy, modern and compelling user experience | It must be easy and intuitive for a learner and department admin user to navigate through the system, with simple, engaging, modern UX, journeys and workflows which enable easy access |  |  |  |
|  | E | Available as a web page and a mobile app | App functionality replicates browser access in real time for learners and users can switch between devices and pick up from where they left off |  |  |  |
|  | E | Creation and hosting of online learning episodes/modules and events | Provide virtual classroom capability enabling blended learning |  |  |  |
|  | E | Platform provides the ability to host static information (text, videos, images, office docs) as well as interactive learning content (i.e. SCORM) | Also the ability to link to other knowledge management solutions |  |  |  |
|  | E | Ability for the digital learning platform to be segmented for different Organisations and Teams and allow Learners an opportunity to connect with Learners from different Organisations where appropriate. | Most of the time Learners will undertake learning through one primary Team, but there may be occasion where Learners from either Organisations (as well as Externally Authorised Learners) are required to interact with each other. For example, we are planning to run a common leadership programme which is accessible to Learners from each of the three Teams. The ability to facilitate connection and accessing of information jointly will therefore be required |  |  |  |
|  | E | Ability to share, edit and deploy content across organisations, teams and disciplines as appropriate | Back office administration needs to be segmented to the organisation but allow for cross organisational sharing of content |  |  |  |
|  | E | Ability to grant users different permissions to allow access and editing rights to different aspects of the platform | For example, the platform may contain the following roles: Administrators, Users, Elevated users (i.e. they are learners but can also create and edit groups/content etc.) This is to future proof user interactions with the system where we may want to provide more ownership of learning to users. Administrators and content authors / curators will exist at an organisational level as well as at a team and department level.  We may also need to support the concept of guests who have access to the system for specific events or activities or suppliers who utilise the platform to deliver / develop content. |  |  |  |
|  | E | Enable seamless user journeys with third party solutions | For example linking to existing HR systems (I.e. Cascade), Learner Needs Analysis systems , Induction systems, Knowledge Management systems, Performance Management and Collaboration Tools |  |  |  |
|  | E | Meet Government accessibility requirements | The digital learning platform must   * Meet level AA of the web content accessibility guidelines (WCAG 2.1) as a minimum * Work on the most commonly used assistive technologies – including screen magnifiers, screen readers and speech recognition tools * Have an accessibility statement that explains how accessible the service is |  |  |  |
|  | E | Ability to deliver configurable T & Cs to Learners/users | T & Cs should be able to be configured and made relevant to the specific users/user groups who are accessing the platform |  |  |  |
|  | E | All data contained within the system must be portable to a 3rd party system | e.g. on conclusion of the contract all personal data and learning content must be portable to a new system. |  |  |  |
|  | E | Ability to activate/turn on different parts of the digital learning platform for different Teams at different times | It may not be relevant to have certain aspects of the digital learing platform active immediately, or indeed at all for all Teams. Therefore the ability to turn aspects of the platform on and off depending on needs of the teams will be required (e.g. the EIS learning team may want to be able to create learning journeys for their learners as soon as the platform is launched, but this may not be needed for another 6 months by the UK Sport People Development Team) |  |  |  |
|  | E | Ability to support concurrent usage by users | Responsivity and reaction of the platform should not be reduced should multiple users login or access the platform at any one time. For example both Organisations host annual conferences which have 400+ attendees. If attendees were signposted to content within the platform, we would want each users experience to be maintained regardless of whether one other of 400 other users were accessing the platform at the same time. |  |  |  |

**Learning Management**

All organisation and individual learning managed in one easy to use place

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| --- | --- | --- | --- | --- | --- | --- |
|  | | | | Tenderers to self–report capabilities | | |
| ID | E/D/F | Feature | Description | Fully Meet | Partially Meet | Comments |
| Learner Profiles | | | |  |  |  |
|  | E | Each learner has their own landing page from which they can access and drive from all their activities | Provides access to current, historic, future and possible learning.  Countdown, notifications and reminders for upcoming tasks or timespans on accreditation.  Communications from administrators or fellow learners  Suggests options for further development/learning |  |  |  |
|  | E | A learners view can accommodate their organisation, team (s), discipline and system wide views, events, group memberships and learning journeys | Any learner will be a member of multiple teams and learning groups. Most employees will have at least 2, their department and their organisation wide group. This should not be confused with the 2 organisations. |  |  |  |
|  | E | Any activity in any part of the platform updates the personal record | Learning journeys may require cross over between department, organisation and system wide experiences. All should update the personal learning record and dashboard and be visible by administrators |  |  |  |
|  | E | Learners should be able to create and maintain their own space where they can upload various personal details, information pertaining to their learning as well as see a record of their learning | It may be that certain learning needs to be demonstrated to a 3rd party. |  |  |  |
|  | D | The ability to carry out data imports to personal records | It may be that we want to upload information about the individual into their personal record or create an API feed |  |  |  |
| Learner Needs Analysis | | | |  |  |  |
|  | E | The ability for the supplier to deliver LNA requirements within the LMS solution or to offer seamless integration with a 3rd party module or supplier. |  |  |  |  |
|  | E | The ability to capture a Learner’s needs and for this to appear within their profile on the system | The Learners needs should be viewable by the learner within their profile/landing page. It should also be viewable based on the hierarchy of their team. i.e. the Learner’s manager will be able to view their record, but a peer or manager in another team would not. |  |  |  |
|  | E | Ability to evaluate the learner’s needs through use of self-evaluation questionnaires/surveys. | Through managerial review, role capability fit gap analysis, tracking against compliance training or mapping against talent and progression profiles the learner’s needs should emerge. |  |  |  |
|  | E | Data able to be shared with HR systems (cascade etc) to link with organisational performance review processes | The outputs and tracking of an individual’s learning needs should be able to integrate with the organisation’s performance review process and the systems used to manage that (currently Cascade) |  |  |  |
|  | E | Analysis of learner needs across organisations, teams, disciplines to influence future learning requirements of learners | Through analysing needs across learners on a role, organisational, team or discipline level, this will enable future learning and development offers to be tailored appropriately and future planning of level of requirement, through put and intervention costs. |  |  |  |
|  | D | Enable the linking of identified learning needs directly to solutions | Where a learning solution exists within the established offer, packaged up solutions for specific roles or induction packages, automatic links to the learner can be triggered when a need is identified |  |  |  |
|  | E | The creation of a live feed of learners needs across the organisations to enable real time views of needs and enabling the fast linking to solutions or development of solutions | A live view of requirements is visible within the configurable hierarchy to include by individual, role, team, department, organisation, cohort and across both organisations |  |  |  |
| Learning Journeys | | | |  |  |  |
|  | E | A suite of learning episodes can be created stringing existing separate modules of learning together to create one journey for people to access all the time (eg a role specific induction) as well as specific one off learning journeys. | Access to some is controlled by invitation, by role, by experience as well as those which are open to all. Consistent look and feel can be created for all elements of the learning journey. Progress through the journey is trackable and promotable (e.g. gamification). |  |  |  |
|  | E | The system should allow the creation of learning journeys. The system needs to allow specification of pre-determined learning journeys/programmes of learning. These journeys should be trackable and auto reportable. | Learning journeys can be created by system administrators and can include face to face, blended, digital and social learning in any combination |  |  |  |
|  | E | Ability to create learning journeys which blend together different types of activity such as webinars (live or recorded) with static information and other modules, tasks or learning episodes for the learners to complete | Enable modularised learning, blending the capture of evidence, tasks completed, session attendance, activities carried out and the submission of evidence or research. All elements should be trackable and reportable to administrators and learners. |  |  |  |
| Content Creation | | | |  |  |  |
|  | E | The ability to create, edit or delete highly engaging, modern feeling learning content to populate learning episodes – preferably in a SCORM format | The ability to author and use a wide range of media and content including video, web content, PowerPoint, audio, animation as well as self curated content.  It is important that we have simple enough content authoring capability to allow colleagues across all organisations to author creative and innovative solutions. |  |  |  |
|  | E | Learning journeys and episodes should be able to be reduced to bite sized chunks for learners to access on demand. | It should be possible to learners to start, drop and pick back up all learning solutions and access on all devices. |  |  |  |
|  | E | Creation and integration into content and learner journeys of questionnaires, surveys and tools for learners to complete | The automation of surveys and questionnaires into described learning journeys, including pre, during and post event and sampling and follow ups. |  |  |  |
|  | E | Ability to create, host and edit content and host 3rd party content. | SCORM format content created by 3rd parties is preferred. |  |  |  |
|  | E | The ability to create templates in order to control and achieve consistent look and feel and structure to learning solutions. | The ability to utilise templates to copy, amend and refine quickly as well as locking down course design structures. Back office configuration to be connected to the template. |  |  |  |
|  | D | The ability to directly link to content from websites | Direct links to learning content can be made available in a non trackable way to non logged in users. |  |  |  |
| Inductions | | | |  |  |  |
|  | E | Creation and hosting of interactive inductions for each Organisation and Team. Inductions may contain text, images, video, office docs, quizzes etc as per any learning episode as well as links to knowledge system content. | Inductions to consist of generic material applicable to all Learners as well as material tailored to the individual’s role/technical capabilities or needs |  |  |  |
|  | E | All induction activity is trackable and tasks, reminders and next steps are automatable and configurable by administrators. | Within a hierarchy (i.e. lines of management reporting) you can view progress made and remind, trigger communications to learners and to managers etc. Compliance activity completion can be automated with reminders set within anniversaries and by completion for the duration of employment. All activity is reportable to a line manager dashboard.  A series of inductions can be created and linked on a trackable journey e.g. a physio specific induction, and EIS manager induction as well as the EIS generic induction and associated compliance learning could all be combined for a new Physio manager joining the EIS. |  |  |  |
|  | E | Induction templates can be created, copied and refined |  |  |  |  |
|  | E | The ability to seamlessly evolve the induction experience into a generic LMS employee experience. | Everything happens in one place for an employee |  |  |  |
|  | F | The ability to provide the capability to commercialise content held within the LMS | This could be through links to a commercial portal with sales and account capability. It is unlikely that we will commercialise the LMS and allow paid access to 3rd parties. We would be interested in your thoughts and experiences in this space. |  |  |  |

**Knowledge Management and Resources**

Host or seamlessly link to hosted organisation knowledge solutions and make capturing, curating and refining knowledge easy in order to foster greater organisational learning.

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|  | | | | Tenderers to self–report capabilities | | |
| ID | E/D/F | Feature | Description | Fully Meet | Partially Meet | Comments |
|  | E | The ability for the supplier to deliver Knowledge Management requirements within the LMS solution or to offer seamless integration with a 3rd party module or supplier. Now or in the future | Genuine seamless integration between systems |  |  |  |
|  | E | Ability to author, store, catalogue and archive content searchable from across the Platform (office docs, pdf, image files, video files, learning episodes, SCORM etc) | Be able to host information such as the Leadership Development Framework in different formats (office, pdf, images, videos, text) that allows the learner to explore this information interactively. |  |  |  |
|  | E | Tagging of content with relevant tags or metadata to allow for effective file management | Easily searchable knowledge archive with search and refining of results |  |  |  |
|  | E | Intuitive search of content which returns content matching search criteria from all aspects of the platform | Likely permission based – i.e. only areas/communities you have access to will return results |  |  |  |
|  | D | Recommendations provided to learners based on their search criteria, what they have viewed and what they have interacted with | A balance between pull and push for explicit knowledge producing a user-digest of relevant content. |  |  |  |
|  | D | Ability to create custom pages which can be used, like a wiki, to store content which is best presented outside of a traditional documents format | Users or leaders of topic areas can design and produce in collaboration with others content which fits a broader range of uses eg visually engaging web pages which publish knowledge from a range of styles eg flow chart, text, images, embedded video etc. This may include classic technical knowledge areas or others such as coaching and mentoring |  |  |  |
|  | D | Ability to bookmark favourite content which is stored in the user profile | Allow users to search the organisational content and bookmark favourite content to allow them to build their own personalised knowledge reservoir |  |  |  |
|  | E | Ability for users to capture reflections and personal narrative and stories related to a topic or area of knowledge | Users begin to digest and refine content and bring it to life in their own thoughts which could be text, audio, video linking these to the annual appraisal |  |  |  |
|  | D | Ability to connect with people and build networks or connect seamlessly to a solution | Search for individuals with the skills, experiences and talent you need to solve a problem and then build a network map which defines these people |  |  |  |
|  | D | Collaborative problem solving | The ability for a user or collection of users to post a question to a group of individuals or COPs and allow rapid problem solving. The ability for the organisation to swarm around problems quickly. The ability to search for previously asked and answered problems. |  |  |  |

**Communities, cohorts and social learning**

The ability to create groups of people and for them to be able to communicate with each other and share

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|  | | | | Tenderers to self–report capabilities | | |
| ID | E/D/F | Feature | Description | Fully Meet | Partially Meet | Comments |
|  | E | The ability for the supplier to deliver Communities, cohorts and learning requirements within the LMS solution or to offer seamless integration with a 3rd party module or supplier now or in the future. |  |  |  |  |
|  | E | Ability to create defined online spaces within which people can communicate with one another | Administrators can create a community, add, remove individuals and manage the membership of each community. Learners should be able to accept or decline involvement in the community |  |  |  |
|  | E | Ability for Learners to communicate with one another on a group level and an individual level through text and the inclusion of attachments/embedding office documents, images, videos, links etc. | Learners should be able to see who else is in the community and be able to send messages to individuals or the whole group. |  |  |  |
|  | E | Ability for community spaces to be setup to support specific learning episodes or experiences and be embedded as part of the learning journey/experience for those Learners |  |  |  |  |
|  | D | Automation of community creation when linked to a learning event or series of learning episodes (programme etc) | Communities can be configured by configurable parameters such as attendance on events or role. |  |  |  |
|  | D | Searchable directory of platform users and communities to allow learners to find other users based on areas defined within Learner profiles (job role, organisations, skills, expertise, community memberships etc) | Learners may want to find other individuals in the system who they believe can help them solve problems, learn from or collaborate with on work. A searchable directory will help connect learners |  |  |  |
|  | E | Ability for learners to be able to send direct messages to other learners within the system |  |  |  |  |
|  | D | Ability for learners to be able to send direct messages to other learners | Provides seamless integration with a learner’s preferred communication method (i.e. social media, email client etc.) to add ease of contact for learners |  |  |  |
|  | E | The ability to create communities with configurable entry criteria. E.g a managers community or a graduate of a certain programme community. | This will need to be configurable by the event administrator pre, during and post event. |  |  |  |

**Calendar, Events, seminars and virtual group learning**

Easily create, find, book and join events, seminars and participate in learning opportunities

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|  | | | | Tenderers to self–report capabilities | | |
| ID | E/D/F | Feature | Description | Fully Meet | Partially Meet | Comments |
|  | E | Hosting of a calendar of events or a link to a web site hosted calendar of events | Calendar should be viewable by all Learners who have access to the platform either via a system home page view or their own dashboard |  |  |  |
|  | E | Ability to view further information on events/calendar entries (speakers, objectives/content etc) through opening the entry |  |  |  |  |
|  | E | Ability to provide users a simple option to register/book sessions directly from the calendar or directly from their personal page | Sessions should be bookable by Learners based on their allocated permissions meaning you will only be able to book on to a session automatically if your profile matches with specific criteria (i.e. role, organisation, needs analysis etc)  It should be simple to cancel and transfer from one event to another |  |  |  |
|  | E | Platform should allow Learners to book into events on an individual level or as part of a series of events (block bookings) |  |  |  |  |
|  | D | Calendar to be viewable externally by individuals who do not have a profile within the platform |  |  |  |  |
|  | D | Automation of access to sessions based on specified parameters (i.e. learner’s role, completed learning, enrolment on learning programmes etc) | Prompting, suggesting and notifications possible automatically by role and event. |  |  |  |
|  | E | Calendar should be able to filter to specific requirements (months, by stream of work - coaching| leadership ||aspiration for it to be filtered based on tags?) | Search and refine to be configurable |  |  |  |
|  | E | Ability to host webinars within the platform or link seamlessly to a 3rd party or plug in module | Interactive webinars should allow the following functionality:   * Accessible from within users dashboards or learning journey * Link to users calendars with direct access * Creation of small break out rooms * Interaction with the group / leader / administrator * Recording, storing and sharing of content from webinars. * Variable presentation mode to include PowerPoint, interactive sessions, video and audio |  |  |  |

**Reporting & Analysis**

Understand what’s happening, gain insight into system use and create actionable insight which enhances learning

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|  | | | | Tenderers to self–report capabilities | | |
| ID | E/D/F | Feature | Description | Fully Meet | Partially Meet | Comments |
|  | E | Ability to generate reports and dashboards on individual and collective learners’ interactions with the platform | Learners, administrators and those with line management permissions are able to run reports / set up automated reports on learner’s interactions with the platform independent of an event or set up within the event creation administration process |  |  |  |
|  | E | Ability to specify what information is contained within the reports | e.g. completion rates of learning episodes, learner’s portfolio of work, progress of learning episodes, what is next for the learner, time spent on platform, devices, time of access, survey and quiz outputs, build trend analysis etc. All configurable by any collected data point. |  |  |  |
|  | E | Ability to view individual learner journeys and surveys and view such aspects as:   * what have they enrolled on (virtual or physical), * what have they completed, * what are they learning, * how are they applying it | The ability to create learning event specific dashboards, department dashboards, learning type (eg compliance) dashboards as well as event specific or cumulative reports based on any data point including surveys and feedback. The ability to prompt administration and report by exception, eg if a satisfaction score is lower than a set point then it triggers a pre-set action and notification. |  |  |  |
|  | E | Ability to run thematic analysis on information contained within the system (e.g. what are the top 3 needs emerging from Learner Needs analyses, Are trends emerging based on organisational, team or discipline levels) |  |  |  |  |
|  | E | Ability to extract analytic data on interactions with platform on areas such as number of active users, dwell time, content viewing frequency, types of device the platform is accessed through etc. |  |  |  |  |

**Administration**

Simple, easy and efficient to centrally use and support department colleagues to use

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|  | | | | Tenderers to self–report capabilities | | |
| ID | E/D/F | Feature | Description | Fully Meet | Partially Meet | Comments |
|  | E | Ability to easily create visually appealing and engaging activities, journeys and learning experiences within the platform | Simply create solutions and import 3rd party solutions.  Simply create learner packages, journeys and blended solutions |  |  |  |
|  | E | Ability to easily manage hierarchies, workflows, task automations and reminders | Automation and suggested simple processes should be available within system, notifications, prompts and reminders for back office tasks. |  |  |  |
|  | E | Ability to create templates and work flows for different content types, activities and repeated tasks | The creation and sharing of templates for colleagues to use within and across organisations. Consistent look and feel across the three organisations must be achievable through configurable, repeatable templates and journeys |  |  |  |
|  | D | Enable quality assurance and governance to maintain corporate standards of department created content. | The ability to limit administrators / authors capabilities to pre set templates and workflows and data sets |  |  |  |
|  | D | Ability to share, edit and deploy templated learning and administration flows across organisations, teams and disciplines as appropriate | When a learning template has been created if this is copied then the back office administration flows are copied also so that everything doesn’t have to be set up from scratch. |  |  |  |
|  | E | The ability to centrally manage and support users and manage roles and access credentials. | Share access to user guides and communicate with users by role and level. |  |  |  |

**Supplier Capability**

Beyond the supply of an LMS solution that meets our needs, offer value to us to achieve our ambitions, improve our offer and add longer term value

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|  | | | | Tenderers to self–report capabilities | | |
| ID | E/D/F | Feature | Description | Fully Meet | Partially Meet | Comments |
|  | D | Backlog | Upcoming, timebound improvements which would add value to us. We would like the ability to influence the backlog within agreed timeframes or pay for bespoke development. |  |  |  |
|  | D | Integrations | A suite of easily accessible integrations or modular solutions are available which enhance the requirements specification detailed above.  An API or direct system integration is available enabling seamless journeys to and from existing solutions. |  |  |  |
|  | D | Links to off the shelf content | Off the shelf content solutions are available to be integrated into our offer |  |  |  |
|  | E | Access to advice and consultation | Proactive support for training, consultation and support is available to our central team to drive improvement and to ensure that we are configuring the system optimally and we have improvement options understood and available. |  |  |  |
|  | E | Multi Organisation Experience | Experience and track record of managing the multi organisation / department configuration we require |  |  |  |
|  | E | Build a highly engaging platform | Demonstratable track record of and availability of expertise to support us to create a highly engaging, highly utilised LMS |  |  |  |
|  | E | Existing customer base | There is opportunity to learn from and contribute to a user / learner group of other customers / users |  |  |  |
|  | E | Provide support | Online support to assist with set up and configuration  Direct line to support centre for more bespoke support requirements and initial configuration  Pro active advice and support based on deep understanding of our requirements to suggest value add and improvements  T1, T2, T3 configurable system support options including costings |  |  |  |
|  | D | Work openly with us to push the boundaries of what can be achieved and learn from each other | We are a world leading organisation with a global reputation and track record in performance sport. We would be interested in how we could work together to help us set the standards for L & D and LMS use to achieve our ambitions. |  |  |  |

**Data Protection, Security & IT**

Ensure that we meet the data protection, IT and security requirements

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|  | | | Tenderers to self–report capabilities | | |
| Area | Type | Description | Fully Meet | Partially Meet | Comments |
| Access Management | Must Have | Ability to restrict who can create, update and delete users |  |  |  |
| Access Management | Must Have | Multi Factor Authentication is required and would need to be provided either through use of identity provider or directly within the Digital Learning Platform |  |  |  |
| Access Management | For Consideration | Ability to support multiple Identity Providers simultaneously (e.g. OneLogin, Azure Active Directory) |  |  |  |
| Access Management | Must Have | Role based access appropriate to the system, that restricts users to the data they need for their role |  |  |  |
| Data Management | Must Have | Encryption of all data in transit and at rest |  |  |  |
| Data Management | Must Have | Data backup and restore approach; \*specify off-site (ie. remote from operation system) backup |  |  |  |
| Data Management | For Consideration | Harmonisation of data sets, using common data models, fields, IDs, etc. where possible |  |  |  |
| Data Protection | Must Have | Ability to add our own retention controls (so can delete, suppress/ archive data after a certain time period) |  |  |  |
| Data Protection | Must Have | (Where system retains admin rights) the provider has a clear data protection policy confirming how user/learner personal data will be handled  Please explain what country data is stored in and where data is stored outside of the UK, an adequacy decision must be in place in relation to the country or territory where the receiver is located, or detail what appropriate safeguards will be in place to ensure a lawful transfer of data overseas |  |  |  |
| Data Protection | For Consideration | Ability to amend/ add to and/or delete inaccurate user/learner records (to support data quality and right to rectification) |  |  |  |
| Data Protection | Must Have | Supports compliance with a subject access request ie. Personal data can be easily located and retrieved in a commonly used electronic format (such as PDF, CSV files) |  |  |  |
| Data Protection | For Consideration | Gives sufficient degree of control (to the data controller) over what personal data is processed on the system (so can define/reduce/restrict fields if necessary) ie. settings support the ‘data minimisation’ principle |  |  |  |
| Data Protection | For Consideration | Process for enabling data subjects to check accuracy of their information |  |  |  |
| Data Protection | For Consideration | Ability to comply with a subjects’ right to be forgotten and accommodate partial subject data deletion |  |  |  |
| Security Management | Must Have | Have a clear incident response and patching system in place to remedy any publicly reported issues in their service. Please provide evidence of this system and any recognised standards (e.g. ISO or Cyber Essentials etc.) |  |  |  |
| Security Management | For Consideration | Restrictions on exporting/downloading/copying the data by users |  |  |  |
| Security Management | Must Have | Provide clear and transparent details on the security features implemented. Please outline what regular assessments you have in place to monitor security and how you will provide access to the results |  |  |  |
| Security Management | Must Have | \*Anti-virus protection for any content that is uploaded to the system |  |  |  |

**Appendix 2**

**Forms**

**THE UNITED KINGDOM SPORTS COUNCIL**

**PEOPLE DEVELOPMENT TEAM**

**And THE ENGLISH INSTITUTE OF SPORT LIMITED (“EIS”)**

**LEARNING AND DEVELOPMENT TEAM**

JOINT TENDER FOR THE PROVISION OF A DIGIAL LEARNING PLATFORM

**FORM OF TENDER**

The completion of the documents will be taken as part of the contract between (i) the Tenderer and UK Sport and (ii) the Tenderer and the EIS.

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

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

**TO: THE UNITED KINGDOM SPORTS COUNCIL AND THE ENGLISH INSTITUTE OF SPORT LIMITED**

I/we hereby undertake to

Provide the Services under the terms contained within this ITT which, for the avoidance of doubt include all of the following:

Contract

Specification & Pricing Matrix

Form of Tender

Certificate of Bona fide tendering

Declaration of Criminal Convictions, Tax Affairs and Controversial Situations

Certificates of Insurance

Tenderers statement in relation to Freedom of Information

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

At the price given in the Tender.

Dated this……………………….day of……………………………………………2020.

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

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

**THE UNITED KINGDOM SPORTS COUNCIL**

**PEOPLE DEVELOPMENT TEAM**

**AND THE ENGLISH INSTITUTE OF SPORT LTD**

**LEARNING AND DEVELOPMENT TEAM**

JOINT TENDER FOR THE PROVISION OF A DIGITAL LEARNING PLATFORM

BONA FIDE TENDERING CERTIFICATE

**TO:** The United Kingdom Sports Council (‘UK Sport’) and The English Institute of Sport Limited (“EIS”) (“the UK Sport Group”):

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

1. We have communicated the amount of our tender to any other person before the time of submission of this tender;
2. any other tenderer was reimbursed any part of their tendering costs;
3. our tendered prices have been adjusted by reference to those of any other tenderer.

We understand that the UK Sport Group reserves the right to seek clarification and/or negotiate pre – tender and post tender.

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

Dated this……………………….day of……………………………………………2020

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

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

**THE UNITED KINGDOM SPORTS COUNCIL**

**PEOPLE DEVELOPMENT TEAM**

**and THE ENGLISH INSTITUTE OF SPORT LTD**

**LEARNING AND DEVELOPMENT TEAM**

**JOINT TENDER FOR THE PROVISION OF A DIGITAL LEARNING PLATFORM**

DECLARATON OF CRIMINAL CONVICTIONS, TAX AFFAIRS AND CONTROVERSIAL SITUATIONS

**TO:** The United Kingdom Sports Council (‘UK Sport’) and The English Institute of Sport Limited (“EIS”):

1. We the undersigned having read the Invitation to Tender, the Specification and associated documents annexed hereto declare and hereby declare that, within the past five years, our organisation (or any member of your proposed consortium, if applicable), Directors or partner or any other person who has powers of representation, decision or control been convicted of any of the following offences:

|  |  |  |
| --- | --- | --- |
| **Offences** | **Please indicate your answer by marking ‘X’ in the relevant box.** | |
| **Yes** | **No** |
| 1. conspiracy within the meaning of section 1 or 1A of the Criminal Law Act 1977 or article 9 or 9A of the Criminal Attempts and Conspiracy (Northern Ireland) Order 1983 where that conspiracy relates to participation in a criminal organisation as defined in Article 2 of Council Framework Decision 2008/841/JHA on the fight against organised crime; |  |  |
| 1. corruption within the meaning of section 1(2) of the Public Bodies Corrupt Practices Act 1889 or section 1 of the Prevention of Corruption Act 1906; |  |  |
| 1. the common law offence of bribery; |  |  |
| 1. bribery within the meaning of sections 1, 2 or 6 of the Bribery Act 2010; or section 113 of the Representation of the People Act 1983; |  |  |
| 1. any of the following offences, where the offence relates to fraud affecting the European Communities’ financial interests as defined by Article 1 of the Convention on the protection of the financial interests of the European Communities: |  |  |
| (i) the offence of cheating the Revenue; |  |  |
| (ii) the offence of conspiracy to defraud; |  |  |
| (iii) fraud or theft within the meaning of the Theft Act 1968, the Theft Act (Northern Ireland) 1969, the Theft Act 1978 or the Theft (Northern Ireland) Order 1978; |  |  |
| (iv) fraudulent trading within the meaning of section 458 of the Companies Act 1985, article 451 of the Companies (Northern Ireland) Order 1986 or section 993 of the Companies Act 2006; |  |  |
| (v) fraudulent evasion within the meaning of section 170 of the Customs and Excise Management Act 1979 or section 72 of the Value Added Tax Act 1994; |  |  |
| (vi) an offence in connection with taxation in the European Union within the meaning of section 71 of the Criminal Justice Act 1993; |  |  |
| (vii) destroying, defacing or concealing of documents or procuring the execution of a valuable security within the meaning of section 20 of the Theft Act 1968 or section 19 of the Theft Act (Northern Ireland) 1969; |  |  |
| (viii) fraud within the meaning of section 2, 3 or 4 of the Fraud Act 2006; or |  |  |
| (ix) the possession of articles for use in frauds within the meaning of section 6 of the Fraud Act 2006, or the making, adapting, supplying or offering to supply articles for use in frauds within the meaning of section 7 of that Act; |  |  |
| 1. any offence listed— |  |  |
| (i) in section 41 of the Counter Terrorism Act 2008; or |  |  |
| (ii) in Schedule 2 to that Act where the court has determined that there is a terrorist connection; |  |  |
| 1. any offence under sections 44 to 46 of the Serious Crime Act 2007 which relates to an offence covered by subparagraph (f); |  |  |
| 1. money laundering within the meaning of sections 340(11) and 415 of the Proceeds of Crime Act 2002; |  |  |
| 1. an offence in connection with the proceeds of criminal conduct within the meaning of section 93A, 93B or 93C of the Criminal Justice Act 1988 or article 45, 46 or 47 of the Proceeds of Crime (Northern Ireland) Order 1996; |  |  |
| 1. an offence under section 4 of the Asylum and Immigration (Treatment of Claimants etc.) Act 2004; |  |  |
| 1. an offence under section 59A of the Sexual Offences Act 2003; |  |  |
| 1. an offence under section 71 of the Coroners and Justice Act 2009 |  |  |
| 1. an offence in connection with the proceeds of drug trafficking within the meaning of section 49, 50 or 51 of the Drug Trafficking Act 1994; or |  |  |
| 1. any other offence within the meaning of Article 57(1) of the Public Contracts Directive— |  |  |
| (i) as defined by the law of any jurisdiction outside England and Wales and Northern Ireland; or |  |  |
| (ii) created, after the day on which these Regulations were made, in the law of England and Wales or Northern Ireland. |  |  |
| (j) any offence under section 1, 2 or 4 of the Modern Slavery Act 2015 |  |  |

1. We also declare we are not subject to any a judicial or administrative proceedings or decisions having final and binding effect in accordance with the legal provisions of any part of the United Kingdom or the legal provisions of the country in which our organisation is established (if outside the UK), that our organisation is in breach of obligations related to the payment of tax or social security contributions.

|  |
| --- |
| **Non-payment of taxes or social security contributions**  If you are subject to judicial or administrative proceedings or decisions having final and binding effect, please provide further details in this box. Please also use this box to confirm whether you have paid, or have entered into a binding arrangement with a view to paying, including, where applicable, any accrued interest and/or fines. |

1. We also declare, that within the past three years, none of the following controversial situations have applied, or currently apply, to our organisation.

|  |  |  |
| --- | --- | --- |
| **Controversial Situations** | **Please indicate your answer by marking ‘X’ in the relevant box.** | |
| **Yes** | **No** |
| 1. your organisation has violated applicable obligations in the fields of environmental, social and labour law established by EU law, national law, collective agreements or by the international environmental, social and labour law provisions in the jurisdiction of England & Wales, Scotland or Northern Ireland as amended from time to time; |  |  |
| 1. your organisation is bankrupt or is the subject of insolvency or winding-up proceedings, where your assets are being administered by a liquidator or by the court, where it is in an arrangement with creditors, where its business activities are suspended or it is in any analogous situation arising from a similar procedure under the laws and regulations of England & Wales, Scotland or Northern Ireland; |  |  |
| 1. your organisation is guilty of grave professional misconduct, which renders its integrity questionable; |  |  |
| 1. your organisation has entered into agreements with other economic operators aimed at distorting competition; |  |  |
| 1. your organisation has a conflict of interest (see note below) that cannot be effectively remedied by other, less intrusive, measures; |  |  |
| 1. the prior involvement of your organisation in the preparation of this procurement procedure has resulted in a distortion of competition, that cannot be remedied by other, less intrusive, measures; |  |  |
| 1. your organisation has shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages or other comparable sanctions; |  |  |
| 1. your organisation—   (i) has been guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the selection criteria; or |  |  |
| (i) your organisation has undertaken to |  |  |
| (aa) unduly influence the decision-making process of the contracting authority, or |  |  |
| (bb) obtain confidential information that may confer upon your organisation undue advantages in the procurement procedure; or |  |  |
| (j) your organisation has negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award. |  |  |

**Conflicts of interest**

In accordance with question 3 (e), the UK Sport Group may exclude the Tenderer if there is a conflict of interest which cannot be effectively remedied. The concept of a conflict of interest includes any situation where relevant staff members have, directly or indirectly, a financial, economic or other personal interest which might be perceived to compromise their impartiality and independence in the context of the procurement procedure.

Where there is any indication that a conflict of interest exists or may arise then it is the responsibility of the Tenderer to inform the authority, detailing the conflict in a separate document. Provided that it has been carried out in a transparent manner, routine pre-market engagement carried out by the UK Sport Group should not represent a conflict of interest for the Tenderer.

**Dated this……………………….day of……………………………………………20[…]**

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

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

**(THIS CERTIFICATE MUST BE COMPLETED BY THE TENDERERS BROKER/INSURER)**

**THE UNITED KINGDOM SPORTS COUNCIL**

**PEOPLE DEVELOPMENT TEAM**

**and THE ENGLISH INSTITUTE OF SPORT LTD**

**LEARNING AND DEVELOPMENT TEAM**

JOINT TENDER FOR THE PROVISION OF A DIGITAL LEARNING PLATFORM

**CERTIFICATE RELATING TO EMPLOYERS LIABILITY INSURANCE**

**TO:** The United Kingdom Sports Council (‘UK Sport’) and the English Institute of Sport Limited (“EIS”) (“the UK Sport Group”):

1. This Certificate is to assure the UK Sport Group that the Insurance Policy Number ............................ holds *[Insert Tenderer Name ]* covered throughout the Contract Period and in accordance with the Conditions in respect of any damage or compensation payable at law in respect of any accident or injury to any employee or other person in the employment of the *[Insert Tenderer Name ]* or their Agent.
2. The UK Sport Group shall not be liable in respect of the above save to the extent that such accident or injury results from or is contributed to by any act or default of the UK Sport Group or persons employed by the UK Sport Group.
3. We have due regard to the UK Sport Group's interests in the policy in respect of the risks to *[Insert Tenderer Name ]* employees and others and undertake to inform immediately the UK Sport's Legal Team if the insurance cover is discontinued or invalidated during the Contract Period.
4. We accept the obligation implied by this Certificate to produce on request irrespective of the timing, the Insurance Policies and Premium receipts.
   1. The insurance in respect of this Contract for any one incident without any limitation of the number of claims from……………………..to…………………………. in a contract year is not less than £5 million.
   2. Insurers address………………………………………………………………………………………………….

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

Insurers authorised signatory……………………………………………………….Date ………………..

Status/Designation……………………………………………………………Policy No……………………….

Expiry Date…………………………………………… Signed……………………………………………………..

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

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

Insurers/Brokers stamp……………………………………………………………………………………………

|  |
| --- |
| **FOR OFFICIAL USE** |
| **POLICY INSPECTION DATE ...................................... OFFICER'S SIGNATURE** |
| **PREMIUM INSPECTION DATE ..................................... OFFICER'S SIGNATURE** |

**THE UNITED KINGDOM SPORTS COUNCIL**

**PEOPLE DEVLEOPMENT TEAM**

**and THE ENGLISH ISTITUTE OF SPORT LTD**

**LEARNING AND DEVELOPMENT TEAM**

JOINT TENDER FOR THE PROVISION OF A DIGITAL LEARNING PLATFORM

**CERTIFICATE RELATING TO PUBLIC LIABILITY/THIRD PARTY INSURANCE**

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

1. This certificate is to assure UK Sport that Insurance Policy Number ………. with ……………………….holds *[Insert Tenderer Name ]* covered throughout the term of of the contract and in accordance with the contract terms, against any accident, damage, loss or injury which may occur to any property or to any persons by or arising out of the performance of the Services under the contract without limiting *[Insert Tenderer Name ]* obligations and responsibilities.
2. UK Sport shall not be liable in respect of the above save to the extent that such accident or injury results from or is contributed to, by any act or default of UK Sport or persons employed by them.
3. The terms of the insurance include an indemnity to principal’s clause whereby in the event of any claim, in respect of which *[Insert Tenderer Name ]* would be entitled to receive indemnity under its insurance policy being made against UK Sport, *[Insert Tenderer Name ]*] insurers will indemnify UK Sport in like manner against such a claim and any costs, charges and expenses in respect thereof.
4. We accept the obligation implied by this certificate to produce on request irrespective of timing, the Insurance Policies and Premium receipts.
5. The insurance in respect of the Services under the contract for any one accident without any limitation of the number of claims from………………to ……………………… in each year is not less than £5 million.
6. Insurers address………………………………………………………………………………………………

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

Insurers authorised signatory…………………………………………………. Date………………………….

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

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

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

Insurers/Brokers stamp……………………………………………………………………………………………….

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

**THE UNITED KINGDOM SPORTS COUNCIL**

**PEOPLE DEVELOPMENT TEAM**

**and THE ENGLISH INSTITUTE OF SPORT LTD**

**LEARNING AND DEVELOPMENT TEAM**

JOINT TENDER FOR THE PROVISION OF A DIGITAL LEARNING PLATFORM

**TENDERERS STATEMENT IN RELATION TO THE FREEDOM OF INFORMATION ACT 2000**

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

We have read and understand paragraph 10 of the Invitation to Tender for the Services and acknowledge that the UK Sport Group has obligations in relation to Freedom of Information.

In accordance with the provisions of sections 41 and 43 of the Freedom of Information Act and the Environmental Information Regulations 2004 (‘The Acts’) do not wish to request an exemption for the information provided to the UK Sport Group in preparation and completion of our tender for a digital learning platform.

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

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

During the course of the tender process all the information provided to UK Sport by us under Table 1 is provided in confidence up to the date of the award of the Contract by UK Sport.

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

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

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

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

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

Dated this……………………….day of……………………………………………2020

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

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

**THE UNITED KINGDOM SPORTS COUNCIL**

**PEOPLE DEVELOPMENT TEAM**

**and THE ENGLISH INSTITUTE OF SPORT LTD**

**LEARNING AND DEVELOPENT TEAM**

JOINT TENDER FOR THE PROVISION OF A DIGITAL LEARNING PLATFORM

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

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

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

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

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

Dated this……………………….day of……………………………………………2020

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

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

**THE UNITED KINGDOM SPORTS COUNCIL**

**PEOPLE DEVELOPMENT TEAM**

**and THE ENGLISH INSTITUTE OF SPORT LTD**

**LEARNING AND DEVELOPMENT TEAM**

JOINT TENDER FOR THE PROVISION OF A DIGITAL LERANING PLATFORM

**REFERENCES**

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

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

**UK SPORT**

**QUESTIONNAIRE FOR PROSPECTIVE**

**DATA PROCESSORS**



**Introduction:**

UK Sport is required under the General Data Protection Regulations, the Data Protection Act 2018 and HMG Security Policy Framework[[1]](#footnote-2) to ensure that existing and prospective contractors processing personal data and/or confidential information on behalf of UK Sport are doing so with an appropriate level of security and in accordance with statutory requirements.

This questionnaire is to be completed by potential data processors at tender stage or by contractors that have access or are party to confidential information.

Please complete and return this questionnaire, signed by an authorised representative for your organisation.

|  |  |
| --- | --- |
|  | **1. ORGANISATION DETAILS**  **Name:**  **Address:**  **Contact name:**  **Contact details:**  **Email:** |
|  |
| **2. DATA PROCESSING ACTIVITIES** | | |

|  |  |  |
| --- | --- | --- |
|  | In connection with the contract: |  |

**2.1 Describe the purposes for which your organisation uses personal data**

**2.2 Describe how personal data (tangible/ intangible form) is stored on your systems.**

**2.3 Describe all potential recipients of personal data held by your organisation (if any) and the likely uses of the data by those recipients.**

**2.4 Describe how data is transferred (a) internally within your organisation and (b) to external parties (if applicable).**

|  |
| --- |
| **3. SECURITY POLICIES AND PROCEDURES** |

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
|  |  |  |  | |  |  |
|  | **3.1. Do you have an information security policy?** Yes [\_] No [\_]  (If yes, please provide a copy) | | | | |  |
|  |  |
|  | **3.2 Does your information security policy include the following:** | | |  |  |  |

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
|  | 3.2.1 | Physical security of premises and processing areas | Yes [\_] | No [\_] |  |
|  | 3.2.2 | physical entry controls | Yes [\_] | No [\_] |  |
|  | 3.2.3 | equipment security and maintenance | Yes [\_] | No [\_] |  |
|  | 3.2.4 | password and access controls | Yes [\_] | No [\_] |  |
|  | 3.2.5 | security of mobile equipment (eg laptops) | Yes [\_] | No [\_] |  |
|  | 3.2.6 | controls against malicious software | Yes [\_] | No [\_] |  |
|  | 3.2.7 | business continuity planning | Yes [\_] | No [\_] |  |

|  |
| --- |
|  |

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
|  | **3.3 Does your information security policy comply** Yes [\_] No [\_] Don’t know [\_]  **with BS 27000?** | | | | | | | | |
|  | **3.4 Do you have HM Government Cyber Security Essentials Accreditation?[[2]](#footnote-3)** Yes [\_] No [\_] Don’t know [\_] | | | | | | |  | |
|  | **3.4 Do you have a policy for complying with the Data** Yes [\_] No [\_]  **Protection Act 1998?**  (if yes, please provide a copy)  **4. DATA QUALITY**  In connection with the contract:  **4.1 Describe any procedures[[3]](#footnote-4) currently in place to ensure that all personal data is accurate**  **and up-to-date.**  **4.2 For how long is personal data usually kept by you?**  **4.3 Does your organisation have a policy regarding the periodic** Yes [\_] No [\_]  **destruction or deletion of obsolete data?**  (If yes, please provide details):  **5. DEALING WITH INDIVIDUALS RIGHTS**  **5.1 Describe any procedures[[4]](#footnote-5) currently in place to deal with requests by individuals to be supplied with information about the data held by them**  **6. SECURITY MEASURES**  This section is intended to establish which security measures are in place in your organisation to ensure the confidentiality of personal data.  Please indicate whether you have the following: | | | | | | |  | |
|  | **6.1 A clear desk policy?** | |  | Yes [\_] | No [\_] | | | | |
|  |  |
|  |  |
|  | **6.2** **A clear screen policy?** Yes [\_] No [\_]  **6.3 Controls on access to information (inside and outside** Yes [\_] No [\_]  **your organisation)?** | | | | | | |  |
| **6.4 A secure disposal policy for equipment,** Yes [\_] No [\_]  **media and data (e.g. encryption)?** | | | | | | | |
| (If yes, please provide a copy)  **6.5 A back-up and disaster recovery policy?** Yes [\_] No [\_]  **6.6** **Internal training programme on security systems and** Yes [\_] No [\_]  **procedures?**  **6.7 Any equipment off-site or store any personal data off-site?** Yes [\_] No [\_]    **7. DISCIPLINARY RECORD**  **7.1 Have you been the subject of a complaint(s) to the** Yes [\_] No [\_]  **Information Commissioner?**  (if yes, please provide details) | | | | | | |
|  | | | | | |

**7.2 Have you ever had a security breach resulting in loss or unauthorised disclosure of personal data?** Yes [\_] No [\_]

(If yes, please provide details)

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **8. INTERNATIONAL DIMENSION** | | | | | | |
|  |  |  |  |  |  | |
|  | **8.1. Do you share personal data with organisations outside the UK?** Yes [\_] No [\_]  If the answer to 8.1 is yes, please answer the following questions:  **8.1.1** (a) **Indicate which of those organisations are part of your Group of companies:**  **8.1.1** (b) **Is there any internal policy governing the use of personal data with organisations**  **listed above?**  Yes [\_] No [\_] N/A [\_]    **8.1.2** (a) **Indicate which of those organisations are NOT part of your Group of companies:** | | | | |  |

**8.1.2** (b) **Is there a written contract governing the relationship between such organisations and CLIENT?**

Yes [\_] No [\_] N/A [\_]

(If yes, please provide details)

**8.2. Does any third party process personal data on your behalf outside of the UK?** Yes [\_] No [\_]

(If yes, please provide details)

**9. SUPPLY CHAIN RISKS**

**9.1 Have you undertaken a risks assessment against your supplier’s role in the supply chain and the risks posed to delivery of the services? In particular have identified any cyber security dependencies and vulnerabilities?** Yes [\_] No [\_]

(If yes, please provide details and how you mitigate those risks)

**9.2 How often do you review your business relationships and risk management with these suppliers?**

**Appendix 3**

**THE UNITED KINGDOM SPORTS COUNCIL**

**PEOPLE DEVELOPMENT TEAM**

**and THE ENGLISH INSTITUTE OF SPORT LTD**

**LEARNING AND DEVELOPMENT TEAM**

JOINT TENDER FOR THE PROVISION OF A DIGITAL LEARNING PLATFORM

**CHECKLIST**

**6 October 2020**

|  |  |
| --- | --- |
| Action Tenderer | Tick |
| Confirmed expression of interest |  |
| Submitted any clarification questions |  |

**13 October 2020**

|  |  |
| --- | --- |
| Action UK Sport | Tick |
| Responses to clarification questions received from UKS |  |

**20 October 2020**

|  |  |
| --- | --- |
| Action Tenderer | Tick |
| Submitted Tender |  |
| Completed and Signed Forms at Appendix 2 |  |
| Statement of Good Standing |  |

**5 November 2020**

|  |  |
| --- | --- |
| Action UK Sport | Tick |
| Notification to successful/unsuccessful tenderers |  |

**w/c 9 November 2020**

|  |  |
| --- | --- |
| Action Tenderers to Present | Tick |
| Attend Presentation Meetings |  |

**w/c 16 November 2020**

|  |  |
| --- | --- |
| Action UK Sport | Tick |
| Notification to successful/unsuccessful presenters |  |
| Standstill period |  |

**Appendix 4**

**THE UNITED KINGDOM SPORTS COUNCIL**

**PEOPLE DEVELOPMENT TEAM**

**and THE ENGLISH INSTITUTE OF SPORT LTD**

**LEARNING AND DEVELOPMENT TEAM**

JOINT TENDER FOR THE PROVISION OF A DIGITAL LEARNING PLATFORM

**DRAFT CONTRACT**

**Website Design and Development Agreement**

**PARTIES**

1. [ENTER SUPPLIER NAME] incorporated and registered in England and Wales with company number [NUMBER] whose registered office is at [REGISTERED OFFICE ADDRESS] **(Supplier)**
2. **The United Kingdom Sports Council** incorporated by Royal Charter (RC000765) whose registered office is at 21 Bloomsbury Street, London, WC1B 3HF **(Customer)**

**BACKGROUND**

**(A)**  The Supplier submitted a tender on [DATE] in response to the Customer’s invitation to tender issued on [DATE] (reference: [REFERENCE]).

**(B)**  The parties have agreed that the Supplier shall provide the Customer with a learning management system and related services on the terms and conditions set out in this agreement.

**AGREED TERMS**

1. **INTERPRETATION**
   1. The definitions and rules of interpretation in this clause apply in this agreement.

**Acceptance:**  the acceptance or deemed acceptance of the Site by the Customer pursuant to [Clause 3](#co_anchor_a92402_1).

**Acceptance Certificate:**  the form of certificate served on the Supplier by the Customer to acknowledge Acceptance.

**Acceptance Tests:**  the tests to be carried out on the Site as set out in [Clause 3](#co_anchor_a92402_1) and as described in [Schedule](#co_anchor_a1038940_1) 3.

**Business Day:**  a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

**Charges:**  the charges in respect of the Services set out in [Schedule](#co_anchor_a647776_1) 4.

**Confidential Information:**  all information whether technical or commercial (including all specifications, drawings and designs, disclosed in writing, on disc, orally or by inspection of documents or during discussions between the parties), where the information is (i) identified as confidential at the time of disclosure; or (ii) ought reasonably to be considered confidential given the nature of the information or the circumstances of disclosure.

Customer Content: means courses, programmes and other materials uploaded by the Customer or on the Customer’s behalf to the Service excluding Third Party Products;

Customer Data: means all factual, measurable information relating to the use of the Service by the Users which is collected by the Supplier or retrievable by the Supplier from the Service;

**Data Protection Legislation:**  the UK Data Protection Legislation and (for so long as and to the extent that the law of the European Union has legal effect in the UK) the General Data Protection Regulation ((EU) 2016/679) (GDPR) and any other directly applicable European Union regulation relating to privacy.

**Data Subject:**  has the meaning set out in Article 4(1) of the GDPR.

**Defects:**  has the meaning given in [Clause 3.4](#co_anchor_a562380_1).

**Effective Date:**  means the date of signature of this agreement by Customer.

**Force Majeure Event:**  has the meaning given in [Clause 15](#co_anchor_a269065_1).

**Intellectual Property Rights:**  patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

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**Non-Supplier Defects:**  those Defects described in [Clause 3.5](#co_anchor_a573062_1).

**Personal Data:**  has the meaning set out in Article 4(1) of the GDPR.

**Phase:**  in relation to the Project Plan, one of the three key phases of work identified in [Schedule 1](#co_anchor_a715909_1).

**Project:**  the provision by the Supplier of the Services as set out in this agreement.

**Project Plan:**  the timetable within which the Supplier will implement the Project as set out in [Schedule 1](#co_anchor_a715909_1).

[**Server:**  a high-performance computer server administered by the Supplier, as more particularly defined in [Schedule 3](#co_anchor_a241886_1).]

**Services:**  the internet-based software application for the administration, tracking and reporting of training programmes, classroom and online events, e-learning programmes and training content services to be provided pursuant to this agreement including the Site Software, the Site and other related services all as further described in [Schedule](#co_anchor_a241886_1) 1 and 2 but excluding Third Party Products.

**Site:**  the website at [URL] [to be hosted by the Supplier pursuant to this agreement].

**Site Software:**  the software for the Site commissioned by the Customer as specified in [Schedule 2](#co_anchor_a85711_1).

**Service Specification:**  the specification for the Site set out in [Schedule 2](#co_anchor_a85711_1).

Service Level Agreement: the service level agreement set out in Schedule 7.

**Third Party Products:**  internet-based applications and offline software products, if any, that are provided by a third party and inter-operate with the Services.

**UK Data Protection Legislation:**  any data protection legislation from time to time in force in the UK including the Data Protection Act 2018 or any successor legislation.

**User(s):**  individuals who are authorised by the Customer to use the Service, for whom subscriptions to the Service have been purchased and who have been supplied with log-in credentials by the Customer. Users may include but are not limited to the Customer’s employees, contractors, agents or third parties with whom the Customer transacts business.

**1.2**  Clause and Schedule headings do not affect the interpretation of this agreement.

**1.3**  References to clauses and Schedules are (unless otherwise provided) references to the clauses and Schedules of this agreement.

**1.4**  If there is an inconsistency between any of the provisions in the main body of this agreement and the Schedules, the provisions in the main body of this agreement shall prevail.

**1.5**  Unless the context otherwise requires, words in the singular shall include the plural and in the plural include the singular.

**1.6**  A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.

**1.7**  A reference to a statute or statutory provision shall include all subordinate legislation made from time to time.

**1.8**  Any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

**1.9**  References to **content** include any kind of text, information, images, or audio or video material which can be incorporated in a website for access by a Visitor to that website.

**2.**  **SCOPE OF THE PROJECT**

The Supplier shall:

**(a)**  liaise with the Customer in developing the look and feel of the Service; the administrative set up; the integration of the Service with any Third Party Products;

**(b)**  design, develop and deliver the Service [in three Phases] in accordance with the Project Plan; [and]

**(c)**  provide the Services, and [host the Service from the Server in accordance with agreed service levels].[;]

[(d) provide online training services to the Customer’s administrators;]

[(e) provide online technical support for the term of this agreement in accordance with the agreed Service Level Agreement set out in Schedule 7; and]

[(f) subject to payment by the Customer of the associated costs, provide customisation and development support and services from time to time.]

1. **DEVELOPMENT AND ACCEPTANCE OF SITE**

**3.1**  Once the Supplier has completed design and development of the Site and Service; the administrative set up and the integration of the Site with any Third Party Products in accordance with Phase [RELEVANT PHASE NUMBER] of the Project Plan, the Supplier shall invite the Customer to attend Acceptance Tests. The procedure set out in this [Clause 3](#co_anchor_a92402_1) shall be repeated in respect of Phase [RELEVANT PHASE NUMBER] and any further development works agreed by the parties from time to time.

**3.2**  The Acceptance Tests shall test compliance of the Service with the Service Specification. The form and detail of such tests is set out in [Schedule](#co_anchor_a1038940_1) 3.

**3.3**  Acceptance of the Site shall occur when the Site has passed the Acceptance Tests. The Customer shall sign the Acceptance Certificate in respect of the Site and return it to the Supplier as soon as reasonably practicable following Acceptance.

**3.4**  If any Acceptance Tests are not passed, the failures that cause the relevant tests to be failed (**Defects**) shall be drawn up and documented by the Supplier and presented to the Customer for discussion as to how best to rectify such Defects.

**3.5**  If any failure to pass the Acceptance Tests results from a Defect which is caused by an act or omission of the Customer, or by one of the Customer’s sub-contractors or agents for whom the Supplier has no responsibility (**Non-Supplier Defect**), the Site shall be deemed to have passed the Acceptance Tests notwithstanding such Non-Supplier Defect, and the Customer shall sign and return the Acceptance Certificate to the Supplier within five Business Days of Acceptance. The Supplier shall provide all assistance reasonably requested by the Customer in remedying any Non-Supplier Defect by supplying additional services or products. If such assistance is requested, the Customer shall pay the Supplier in full for all such additional services and products at the Supplier’s then current fees and prices.

**3.6**  The Supplier shall remedy any Defects promptly in order to ensure that the Site passes the Acceptance Tests on a retest.

**3.7**  If such a retest demonstrates that the Site is still not in accordance with the Site Specification, the Customer may, by written notice to the Supplier, elect at its sole option:

**(a)**  to fix (without prejudice to its other rights and remedies) a new date for carrying out further tests on the Site on the same terms and conditions as the retest (except that all reasonable costs which the Customer may incur as a result of carrying out such tests shall be reimbursed by the Supplier). If the Site fails such further tests, the Customer shall be entitled to proceed under [Clause 3.7(b)](#co_anchor_a213942_1) or [Clause 3.7(c)](#co_anchor_a352799_1); or

**(b)**  to accept the Site subject to an abatement of the Charges, such abatement to be an amount that is reasonable, taking into account the circumstances. In the absence of written agreement as to abatement within 14 days of the date of the notice given by the Customer pursuant to this [Clause 3.7](#co_anchor_a637150_1), the Customer shall be entitled to reject the Site in accordance with [Clause 3.7(c)](#co_anchor_a352799_1); or

**(c)**  to reject the Site as not being in conformity with this agreement, in which event this agreement shall automatically terminate and the Supplier shall (without prejudice to the Customer’s other rights and remedies) immediately refund to the Customer all sums already paid to the Supplier under this agreement.

**4.**  **THIRD PARTY PRODUCTS**

[The Third Party Products shall be supplied by the Supplier in accordance with the relevant licensor’s standard terms. The one-off licence fee for such Third Party Products is included in the Charges payable under [Clause 6.1](#co_anchor_a925545_1).] or

[The Customer shall ensure that it has all appropriate consents and permissions to use the Third Party Products within the Service and has paid all applicable costs related to such Third Party Products.]

**5.**  **PROJECT MANAGEMENT**

Supplier shall appoint a project manager who shall:

**(a)**  provide professional and prompt liaison with Customer; and

**(b)**  have the necessary expertise and authority to commit the relevant party.

**6.**  **CHARGES AND PAYMENT**

**6.1**  Following Acceptance, the Supplier shall issue a VAT invoice in respect of the Charges, and the Customer shall pay to the Supplier the Charges calculated correctly in accordance with [Schedule](#co_anchor_a647776_1) 4 and set out in such invoice within 30 days of receipt of it, except for any amount in respect of which there is a genuine dispute.

**6.2**  All Charges are exclusive of VAT.

**7.**  **WARRANTIES**

**7.1**  Each of the parties warrants to the other that it has full power and authority to enter into and perform this agreement.

**7.2**  The Supplier shall perform the Services with reasonable care and skill and in accordance with generally recognised commercial practices and standards.

**7.3**  The Supplier warrants that operation of the Services will be uninterrupted and free of errors, viruses and material defects and that the Site will perform in accordance with the Service Specification for a period of 3 years from Acceptance. If the Service does not so perform, the Supplier shall, for no additional charge, promptly ensure that the Service complies with the Service Specification.

**8.**  **LIMITATION OF REMEDIES AND LIABILITY**

**8.1**  Nothing in this agreement shall operate to exclude or limit either party’s liability for:

**(a)**  death or personal injury caused by its negligence; or

**(b)**  any breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or

**(c)**  fraud; or

**(d)**  the deliberate default or wilful misconduct of that party, its employees, agents or subcontractors; or

**(e)**  any other liability which cannot be excluded or limited under applicable law.

**8.2**  Neither party shall be liable to the other for any loss of profit, anticipated profits, revenues, anticipated savings, goodwill or business opportunity, or for any indirect or consequential loss or damage.

**8.3**  Subject to [Clause 8.1](#co_anchor_a410251_1), each party’s aggregate liability in respect of claims based on events in any calendar year arising out of or in connection with this agreement or any collateral contract, whether in contract or tort (including negligence) or otherwise, shall in no circumstances exceed £[AMOUNT].

**9.**  **INTELLECTUAL PROPERTY RIGHTS**

**9.1**  All Intellectual Property Rights in the Service Specification and the Site (including in the content of the Site and the Site Software) arising in connection with this agreement shall be the property of the Customer, and the Supplier hereby assigns absolutely with full title guarantee all such Intellectual Property Rights to the Customer. The parties shall execute all documents necessary to give effect to this [Clause 9.1](#co_anchor_a641195_1).

**9.2**  The Supplier shall indemnify the Customer against all damages, losses and expenses arising as a result of any action or claim of infringement of Intellectual Property Rights of a third party.

**9.3**  If any action or claim of the types referred to in [Clause 9.2](#co_anchor_a71040_1), the Customer shall:

**(a)**  promptly notify the Supplier in writing of the action or claim;

**(b)**  make no admissions or settlements without the Supplier’s prior written consent;

**(c)**  give the Supplier all information and assistance that the Supplier may reasonably require; and

**(d)**  allow the Supplier complete control over the litigation and settlement of any action or claim.

**9.4**  The Supplier shall not use or re-create the look and feel of the Site or anything substantially similar to it.

**10.**  **CUSTOMER CONTENT**

**10.1**  [The Supplier shall update the Site with Customer Content provided from time to time by the Customer.]

**10.2**  [The Supplier shall grant the Customer access to the Server in order to update Customer Content held on the Site.]

**10.3**  [The Supplier shall include only Customer Content on the Site. The Customer acknowledges that the Supplier has no control over any content placed on the Site by Users and does not purport to monitor the content of the Site. The Supplier shall remove content from the Site where it reasonably suspects such content infringes any applicable laws, regulations or third party rights (such as material which is obscene, indecent, pornographic, seditious, offensive, defamatory, threatening, liable to incite racial hatred [or acts of terrorism], menacing, blasphemous or in breach of any third party Intellectual Property Rights) (**Inappropriate Content**). The Supplier shall notify the Customer immediately if it becomes aware of any allegation that any content on the Site may be Inappropriate Content.]

**10.4**  The Supplier shall indemnify the Customer against all damages, losses and expenses arising as a result of any action or claim that the content of the Site (other than the Customer Content) constitutes Inappropriate Content.

**11.**  **DATA PROTECTION**

**11.1**  Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 11 is in addition to, and does not relieve, remove or replace, a party’s obligations under the Data Protection Legislation. In this [Clause 11](#co_anchor_a335744_1), **Applicable Laws** means (for so long as and to the extent that they apply to the Supplier) the law of the European Union, the law of any member state of the European Union and/or Domestic UK Law; and **Domestic UK Law** means the UK Data Protection Legislation and any other law that applies in the UK.

**11.2**  The parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the data controller and the Supplier is the data processor (where **Data Controller** and **Data Processor** have the meanings as defined in the Data Protection Legislation). [Schedule](#co_anchor_a605075_1) 5 sets out the scope, nature and purpose of processing by the Provider, the duration of the processing and the types of Personal Data and categories of Data Subject.

**11.3**  Without prejudice to the generality of [Clause 11.1](#co_anchor_a683478_1), the Supplier shall, in relation to any Personal Data processed in connection with the performance by the Supplier of its obligations under this agreement:

**(a)**  process that Personal Data only on the written instructions of the Customer unless the Supplier is required by Applicable Laws to otherwise process that Personal Data. Where the Supplier is relying on laws of a member of the European Union or European Union law as the basis for processing Personal Data, the Supplier shall promptly notify the Customer of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit the Supplier from so notifying the Customer;

**(b)**  ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Customer, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its 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 technical and organisational measures adopted by it);

**(c)**  not transfer any Personal Data outside the European Economic Area unless the prior written consent of the Customer has been obtained and the following conditions are fulfilled:

**(i)**   the Customer or the Supplier has provided appropriate safeguards in relation to the transfer;

**(ii)**  the Data Subject has enforceable rights and effective legal remedies;

**(iii)** 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; and

**(iv)** the Supplier complies with reasonable instructions notified to it in advance by the Customer with respect to the processing of the Personal Data;

**(d)**  assist the Customer, at the Customer’s cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;

**(e)**  notify the Customer without undue delay on becoming aware of a Personal Data breach; and

**(f)**  at the written direction of the Customer, delete or return Personal Data and copies thereof to the Customer on termination of the agreement unless required by Applicable Law to store the Personal Data.

**11.5**   The Supplier confirms that it has entered or (as the case may be) will enter with the third-party processor into a written agreement incorporating terms which are substantially similar to those set out in this [Clause 11](#co_anchor_a335744_1). As between the Customer and the Supplier, the Supplier shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this [Clause 11](#co_anchor_a335744_1).

**11.6**   Either party may, at any time on not less than 30 days’ notice, revise this [Clause 11](#co_anchor_a335744_1) by replacing it with any applicable controller to processor standard clauses or similar terms forming party of an applicable certification scheme (which shall apply when replaced by attachment to this agreement).

**12.**  **SECURITY OF NETWORK AND INFORMATION SYSTEMS**

**12.1**  The Supplier warrants that the information in [Schedule](#co_anchor_a788036_1) 6 on the security of its network and information systems is up to date and accurate and that it will update the Customer immediately in the event of any changes to such information.

**12.2**  The Supplier shall notify the Customer immediately it becomes aware of any security incident affecting its network and information systems that could potentially affect the Customer, and respond without delay to all queries and requests for information from the Customer about any security incident, whether discovered by the Supplier or the Customer, in particular bearing in mind the extent of the Customer’s reporting obligations under the Network and Information Systems Regulations 2018 (NIS Regulations) and that the Customer may be required to comply with statutory or other regulatory timescales.

**12.3**  The Supplier will use its best endeavours to ensure business continuity for the Customer at all times.

**12.4**  The Supplier agrees to co-operate with the Customer in all aspects of its compliance with the NIS Regulations including, without limitation, any requests for information in the event of a suspected or actual security incident and any inspections by regulators.

**13.**  **TERM AND TERMINATION**

**13.1**  This agreement shall commence on the Effective Date and shall (subject to earlier termination under this [3](#co_anchor_a514735_1)) terminate automatically on the third anniversary of the Effective Date, unless the Customer elects to extend the term of this agreement by a further year.

**13.2**  Without affecting any other right or remedy available to it, either party may terminate this agreement with immediate effect by giving written notice to the other party if:

**(a)**  the other party commits a material breach of any term of this agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so;

**(b)**  the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 as if the words “it is proved to the satisfaction of the court” did not appear in sections 123(1)(e) or 123(2) of the IA 1986;

**(c)**  the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with any of its creditors other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;

**(d)**  a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;

**(e)**  an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other party;

**(f)**  the holder of a qualifying floating charge over the assets of that other party has become entitled to appoint or has appointed an administrative receiver;

**(g)**  a person becomes entitled to appoint a receiver over all or any of the assets of the other party or a receiver is appointed over all or any of the assets of the other party;

**(h)**  a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party’s assets and such attachment or process is not discharged within 14 days;

**(i)**   any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in [Clause 13.2(b)](#co_anchor_a275701_1) to [Clause 13.2(h)](#co_anchor_a953118_1) (inclusive); or

**(j)**   the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

**13.3**  On expiry or termination of this agreement:

**(a)**  all licences granted to the Supplier under this agreement shall terminate immediately;

**(b)**  the Supplier shall promptly return all Customer Content and all copies of the Site Specification to the Customer, and shall provide to the Customer an electronic copy of the Site (including all content on the Site). [The Supplier shall provide all such assistance as is reasonably requested by the Customer in transferring the hosting of the Site to the Customer or another service provider, subject to payment of the Supplier’s expenses reasonably incurred.]

**13.4**  Any provision of this agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this agreement shall remain in full force and effect.

**13.5**  Termination or expiry of this agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination or expiry.

**14.**  **CHANGE CONTROL**

Any request to change the scope of the Services shall be processed in accordance with the Clause 23.

**15.**  **FORCE MAJEURE**

Neither party shall be in breach of this agreement nor liable for delay in performing, or failure to perform, any of its obligations under this agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control. In such circumstances the affected party shall be entitled to a reasonable extension of the time for performing such obligations]. If the period of delay or non-performance continues for 30 Business Days, the party not affected may terminate this agreement by giving 5 Business Days’ written notice to the affected party.

**16.**  **CONFIDENTIALITY**

**16.1**  Each party shall protect the Confidential Information of the other party against unauthorised disclosure by using the same degree of care as it takes to preserve and safeguard its own confidential information of a similar nature, being at least a reasonable degree of care.

**16.2**  Confidential Information may be disclosed by the receiving party to its employees, affiliates and professional advisers, provided that the recipient is bound in writing to maintain the confidentiality of the Confidential Information received.

**16.3**  The obligations set out in this [Clause 16](#co_anchor_a517326_1) shall not apply to Confidential Information which the receiving party can demonstrate:

**(a)**  is or has become publicly known other than through breach of this [Clause 16](#co_anchor_a517326_1); or

**(b)**  was in possession of the receiving party prior to disclosure by the other party; or

**(c)**  was received by the receiving party from an independent third party who has full right of disclosure; or

**(d)**  was independently developed by the receiving party and can be evidenced as such; or

**(e)**  was required to be disclosed by governmental authority, provided that the party subject to such requirement to disclose gives the other party prompt written notice of the requirement.

**16.4**  The obligations of confidentiality in this [Clause 16](#co_anchor_a517326_1) shall not be affected by the expiry or termination of this agreement.

**16.5**  This [Clause 16](#co_anchor_a517326_1) supersedes the terms of the Non-Disclosure Agreement between the Supplier and the Customer agreed as part of the invitation to tender process, which is hereby terminated.

**17.**  **AUDIT**

The Customer shall have the right to audit the Supplier’s compliance with this agreement, including whether appropriate measures have been taken under [Clause 11](#co_anchor_a335744_1), on giving seven days’ written notice to the Supplier. At the Customer’s option, this audit may cover documents only or may include onsite audit, subject to the Customer notifying the Supplier of the identity of any onsite auditors and giving confirmation that any external auditors have entered into appropriate confidentiality agreements.

**18.**  **NOTICES**

**18.1**  Any notice given to a party under or in connection with this agreement other than a communication made under [Clause 12](#co_anchor_a514735_1) (Security of network and information systems) shall be in writing and shall be  delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case).

**18.2**  Any notice other than a communication made under [Clause 12](#co_anchor_a514735_1) (Security of network and information systems) shall be deemed to have been received:

**(a)**  if delivered by hand, on signature of a delivery receipt [or at the time the notice is left at the proper address;

**(b)**  if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting.

**18.3**  This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

**19.**  **PUBLICITY**

All media releases, public announcements and public disclosures by the Supplier relating to this agreement or its subject matter, including promotional or marketing material, shall be co-ordinated with the Customer and approved by the Customer prior to release.

**20.**  **ASSIGNMENT**

The Supplier may not assign or transfer any of its rights or obligations under this agreement except as permitted under [Clause 11.5](#co_anchor_a304460_1). The Customer may assign or transfer any of its rights under this agreement, provided it gives prior written notice to the Supplier.

**21.**  **ENTIRE AGREEMENT**

**21.1**  This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

**21.2**  Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this agreement.

**22.**  **THIRD PARTY RIGHTS**

**22.1**  This agreement does not give rise to rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

**22.2**  The rights of the parties to rescind or vary this agreement are not subject to the consent of any other person.

**23.**  **VARIATION**

No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

**24.**  **WAIVER**

No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

**25.**  **SEVERANCE**

**25.1**  If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement.

**25.2**  If any provision or part-provision of this agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

**26.**  **GOVERNING LAW**

This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation are governed by and construed in accordance with the law of England and Wales.

**27.**  **JURISDICTION**

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.

This agreement has been entered into on the date stated at the beginning of it.

|  |  |
| --- | --- |
| Signed by  for and on behalf of [NAME OF SUPPLIER] | .............................. |
| Signed by  for and on behalf of **The United Kingdom Sports Council** | ...........................  Date:………………………….. |

**SCHEDULE 1 -PROJECT PLAN**

**[Add the applicable Project Plan and timescales]**

**SCHEDULE 2 - SITE SOFTWARE AND SERVICE SPECIFICATION**

[Add the specification of work to be completed]

**SCHEDULE 3 - ACCEPTANCE TESTS**

[Detail the acceptance criteria and testing details]

**SCHEDULE 4 - CHARGES**

[Insert costs and payment schedule]

**SCHEDULE 5 - PROCESSING, PERSONAL DATA AND DATA SUBJECTS**

The subject matter of the Processing is [ ]

The duration of the Processing is [ ]

The nature and purpose of the Processing is [ ]

The type of Personal Data being Processed is [ ]

The categories of Data Subjects are [ ]

**SCHEDULE 6 - SUPPLIER’S NETWORK AND INFORMATION SYSTEMS SECURITY**

**Part 1 - Security of systems and facilities**

1. A description or mapping of the Supplier’s information system insofar as it relates to the Customer and any policies the Supplier has in place for managing information security, including risk analysis, human resources, security of operations, security architecture, secure data and system life cycle management and, where applicable, encryption and its management.
2. Its measures to protect the security of its network and information systems from damage using an all-hazards risk-based approach, addressing for instance system failure, human error, malicious action or natural phenomena.
3. Its measures including any policies to ensure the accessibility and traceability of critical supplies used in the provision of the Services.
4. Any measures to ensure that the physical and logical access to network and information systems, including administrative security of network and information systems, is authorised and restricted based on business and security requirements.

**Part 2 - Incident handling**

1. Its detection processes and procedures for ensuring timely and adequate awareness of anomalous events and details of the ways in which it maintains and tests these processes and procedures.
2. Its processes and policies on reporting incidents and identifying weaknesses and vulnerabilities in its information systems.
3. Its procedures for assessing the severity of a security incident, documenting knowledge from incident analysis which may serve as evidence and support a continuous improvement process.

**Part 3 - Business continuity management**

1. Its contingency procedures for ensuring business continuity for the websites its hosts and details of the ways in which it regularly assesses and tests these.
2. Its disaster recovery capabilities and details of the ways in which these are regularly assessed and tested.

**Part 4 - Monitoring, auditing and testing**

Its policies and the maintenance of such policies on:

1. Conducting planned sequences of observations or measurements to assess whether network and information systems are operating as intended.
2. Inspection and verification to check whether a standard or set of guidelines is being followed, records are accurate, and efficiency and effectiveness targets are being met.
3. A process (including technical processes and personnel involved in the operation flow) intended to reveal flaws in the security mechanisms of a network and information system that protect data and maintain functionality as intended.

**Part 5 - International standards**

Any information or policies on compliance with international standards.

1. <https://www.gov.uk/government/publications/security-policy-framework> [↑](#footnote-ref-2)
2. See <https://www.gov.uk/government/publications/cyber-essentials-scheme-overview> [↑](#footnote-ref-3)
3. This may include writing to individuals to request confirmation as to the accuracy of the data held about them. [↑](#footnote-ref-4)
4. This may include the use of checklists or standard letters dealing with access requests [↑](#footnote-ref-5)