A picture containing drawing

Description automatically generated

INVITATION TO TENDER

TENDER INSTRUCTIONS RELATING TO

THE PROVISION OF

THE PEOPLE SUPPORT FRAMEWORK

INSTRUCTIONS

1. About UK Sport

UK Sport is the trading name of The United Kingdom Sports Council which was established by Royal Charter on 19 September 1996. UK Sport’s mission is to work in partnership to lead sport in the UK to world-class success. UK Sport’s core responsibilities cover high performance sport and supporting sports to bid and staging of major international sporting events. UK Sport is a government agency responsible to the Department of Culture, Media & Sport and invests National Lottery and Exchequer funding in Great Britain’s best Olympic and Paralympic sports and athletes to maximise their chances of success on the world stage.

UK Sport also provides National Lottery Funding to help National Governing Bodies of Sport attract and stage some of the most important international sporting events to the UK.

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

1. Invitation to Tender (ITT)

UK Sport operate a number of people development programmes and initiatives aimed at supporting and developing key personnel in the World Class Performance System, from Chief Executives and Chairs to Performance Directors, existing world class coaches and those coaches and practitioners starting on their journey into high performance sport.

These interventions range in length of contact from one off interventions, such as specific types of technical and non-technical coaching support, to multi-year residential development programmes.

For the 2021-2025 Olympic and Paralympic Cycle, UK Sport through a single tendering process are bringing together all Learning Support Roles for development programmes and initiatives throughout the cycle.

This tender process will be made up of four Lots:

1. Lot 1 – Coach Developer
2. Lot 2 – Mentor
3. Lot 3 – Accredited Executive Coach
4. Lot 4 – Team Development Expert

Each of the four Lots will support different audiences. Whilst there may be some overlap,there are enough significant differences between the Lots that Tenderers will be able to distinguish themselves into a specific Lot . Individuals wishing to go through the tender process will have to tender for each Lot separately.

The specific requirement of each assignment will be developed in line with the individual needs of the person or the team receiving the support and in conjunction with the person selected from these Lots.

UK Sport now invites Tenders for the provision of The People Support Framework (“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 UK Sport’s general tendering requirements and other information on the tendering process and the evaluation criteria that Tenders will be evaluated against;
* **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
* Contract terms (Appendix 3)

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

|  |  |
| --- | --- |
| **Date** | **Activity** |
| 19 April 2021 | Selection Questionnaire and Tender re-publication date |
| 12pm 26 April 2021 | Clarifying questions in relation to the Selection Questionnaire |
| 28 April 2021 | Answers to Selection Questionnaire clarifying questions published |
| 4pm on 7 May 2021 | Deadline for the receipt of Selection Questionnaires  Please submit to [Steven.Tart@uksport.gov.uk](mailto:Steven.Tart@uksport.gov.uk) |
| 14 May 2021 | Notification of successful/unsuccessful Selection Questionnaire |
| 4pm 19 May 2021 | Clarifications in relation to the ITT/Tender |
| 21 May 2021 | Answers to ITT/Tender clarifying questions |
| **12pm 4 June 2021** | Deadline for receipt of tenders  Please submit to [Niall.Reilly@uksport.gov.uk](mailto:Niall.Reilly@uksport.gov.uk) |
| 25 June 2021 | Completion of assessment of tenders and notification of successful tenderer/unsuccessful tenderers |
| 25 June – 5 July | Standstill period 10 days |

1. Selection Questionnaire
   1. Suppliers wishing to tender are requested to complete the Selection Questionnaire by emailing the completed form to steven.tart@uksport.gov.uk by 16:00 Friday 7th May. Suppliers should only complete their tender submission once they have been notified by UK Sport that they have successfully passed the Selection Questionnaire stage.
2. Contract
   1. The contract shall commence on 6th July 2021 until 31 March 2025 unless terminated in accordance with the terms of the contract.
   2. The draft template contract is attached at Appendix 3. 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 UK Sport to accept a Tender and award a contract. UK Sport 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. UK Sport 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 written communication to the Contact Officer, request clarification or further information in connection with the ITT. UK Sport will reasonably endeavour to answer all written enquiries prior to Tenders being submitted. UK Sport reserves the right not to respond to a request for information or clarification.
   2. UK Sport 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 12p.m 26th April 2021 for the Selection Questionnaire and 4 p.m 19th May for the ITT. Responses will be circulated by posting them on to Tenderers on UK Sport’s website on 28th April and 21st May respectively..
   4. All enquiries in connection with this ITT must be made in accordance with paragraphs 7.1 and 7.3 above. UK Sport reserves the right to reject any Tenderer that attempts to obtain information through any other route.

Contact Officer Name: Niall Reilly, Coaching Team Administrator

UK Sport, Ground Floor, 21 Bloomsbury Street, London, WC1B 3HF

E mail: Niall.Reilly@uksport.gov.uk

1. Best Value
   1. In pursuit of continuous service improvement and efficiency, UK Sport 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 UK Sport for the sole purpose of enabling Tenderers to submit Tenders to UK Sport. 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. UK Sport does not accept any liability, which might result from any inaccuracy of or omission from any such information. All information supplied by UK Sport in connection with this ITT shall be treated as confidential by the Tenderer, except where, as determined by UK Sport, 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 UK Sport in exercising its rights, powers, duties and obligations in relation to the exercise of its functions and to facilitate public access to information.
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 UK Sport. This right of access to information not only includes information about UK Sport 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 UK Sport and for how long may be subject to discussion as part of the Tender process and during post-tender negotiations (if any). Unsuccessful Tenders will be disposed of in accordance with UK Sport’s document retention and disposal policy.
   3. UK Sport 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 UK Sport’s legal duties and lawful discretion generally or in relation to the tender process.
4. Preparation and Delivery of Tender Documents & Presentation Stage
   1. UK Sport 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.
   3. The tender documents must be signed and e-mailed to Niall.Reilly@uksport.gov.uk
   4. **Tenders must be delivered by no later than 12pm Monday 4th June 2021**
   5. UK Sport 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. UK Sport reserves the right to contact referees (two per Tenderer) during the ITT period. If UK Sport 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, UK Sport 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. UK Sport 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 UK Sport against the following weighted factors:

**Price and overall cost of the contract to UK Sport (30 %)**

**Lot 1, 2, 3 and 4**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Criteria Number** | **Price Criteria** | **Score (Max 5)** | **Weighting** | **Score x Weight** |
| 1 | Charges/Prices/Rates in line with the stated expected fees per Lot (see 15.1 for scoring). |  | 80 |  |
| 2 | Added value service costs included as part of the fee |  | 20 |  |
|  | **Total** |  | 100% |  |

**Quality of service provision (70 %)**  **Lot 1 – Coach Developer**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Criteria Number** | **Quality Criteria** | **Word count** | **Score (Min 1 Max 5)** | **Weighting**  **(%)** | **Score x Weight** | |
| 1 | | How have you successfully\* developed performance coaches within either talent Pathway or Elite performance ?  -\*Success is deemed as enhancing either Individual or Coaching team performance in role/ coaching practice  - Suitable Case studies reflecting the in situ practice based development should be submitted as Evidence. | 400 words per case study  Up to 3 case studies as evidence |  | 45% |  |
| 2 | | How would you describe your approach to:   * Understanding the context * Identification of needs * Design and delivery of the individual support * Evaluating and reviewing   In particular we are interested to understand how the coach developer can tailor their approach to the specific needs of the individual coach or team of coaches | 400 per case study example  Up to 3 case studies |  | 40% |  |
| 3 | | How would you describe the added value and expertise you would bring to these projects – Please outline:   * Experience * Qualifications | Summary of CV – up to 500 words |  | 15% |  |
|  | | **Total** |  |  | 100% |  |

**Quality of service provision (70 %)**  **Lot 2 – Mentor**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Criteria Number** | **Quality Criteria** | **Word count** | **Score ((Min 1 Max 5)** | **Weighting**  **(%)** | **Score x Weight** | |
| 1 | How have you successfully developed people working in a high performance environment?  \*Success is deemed as enhancing either Individual or Team performance  Suitable Case studies should be submitted as Evidence. Each case study should highlight working with either a Performance Leader/Manager, Lead coach and/or practitioners in the Elite/High performance space? | 400 words per case study  Up to 3 case studies max |  | 40% |  |
| 2 | How would you describe your approach in creating learning for your Mentee ?  Within your case study, please describe how you would   * Understand the context * Identify suitable needs * Design and deliver the support * Evaluate and review   We are interested to understand how the Mentor can tailor their approach to the specific needs of the individual or team | 400 words per case study  Up to a maximum of 3 case studies |  | 40% |  |
| 3 | Meets the person specification listed in appendix through a Bio/CV  We have particular interest in your  Qualifications and Breadth of Experience | CV/Biog  500 words maximum |  | 20 % |  |
|  | **Total** |  |  | 100% |  |

**Quality of service provision (70 %)**  **Lot 3 – Accredited Executive Coach**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Criteria Number** | **Quality Criteria** | **Word count** | **Score (Min 1 Max 5)** | **Weighting**  **(%)** | **Score x Weight** | |
| 1 | How have you successfully developed C Suite Individuals in Business and/or in High performance environments from either sport or other Industries?  \*Success is deemed as enhancing either Individual or Team performance  Suitable Case studies should be submitted as Evidence. Each case study should highlight working with either a CEO/Director/Leader/Manager, Performance Director or equivalent in an Elite/High performance space? | 400 words per case study  Up to 3 case studies max |  | 40% |  | |
| 2 | How would you describe your approach ?  Within your case study, please describe how you would   * Understand the context * Identify suitable needs * Design and deliver the support * Evaluate and review   We are interested to understand how the Executive Coach is able to tailor their approach to the specific needs of the individual or team | 400 words per case study  Up to a maximum of 3 case studies |  | 40% |  |
| 3 | Meets the person specification listed in the appendix through a Bio/CV  We have particular interest in your  Qualifications and Breadth of Experience | CV/Biog  500 words maximum |  | 20 % |  |
|  | **Total** |  |  | 100% |  |

**Quality of service provision (70 %)**  **Lot 4: Senior Leadership Team**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Criteria Number** | **Quality Criteria** | **Word count** | **Score (Min 1 Max 5)** | **Weighting**  **(%)** | **Score x Weight** |
| 1 | How have you successfully developed C Suite Individuals in Business and/or in High performance environments from either sport or other Industries?  \*Success is deemed as enhancing either Individual or Team performance  Suitable Case studies should be submitted as Evidence. Each case study should highlight working with either a CEO/Director/Leader/Manager, Performance Director or equivalent in an Elite/High performance space? | 400 words per case study  Up to 3 case studies max |  | 40% |  |
| 2 | How would you describe your approach ?  Within your case study, please describe how you would   * Understand the context * Identify suitable needs * Design and deliver the support * Evaluate and review   We are interested to understand how the Team Developer is able to tailor their approach to the specific needs of the team and its individuals | 400 words per case study  Up to a maximum of 3 case studies |  | 40% |  |
| 3 | Meets the person specification listed in the appendix through a Bio/CV  We have particular interest in your  Qualifications and Breadth of Experience | CV/Biog  500 words maximum |  | 20 % |  |
|  | **Total** |  |  | 100% |  |

* 1. The winners will be up to 10 Tenderers per Lot with the highest score against the above criteria.

1. The Tender Evaluation Scores
   1. The response to Price Criteria 1 will be awarded a score of between 1 and 5 according dependent on how close the Tenderer’s proposed fee is to the projected fee for each Lot. If the proposed fee is below or up to the projected fee, the response will score 5, 100.01% - 110% of the projected fee, the response will score 4, 110.01% - 120% of the projected fee, the response will score 3, 120.01% - 130% of the projected fee, the response will score 2 and 130.01% or over the projected fee and the response will score 1.
   2. The response to the rest of the evaluation questions 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 UK Sport’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 UK Sport’s core expectations as expressed in the Specification. UK Sport 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:

|  |  |  |
| --- | --- | --- |
| **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 UK Sport'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 UK Sport.
      5. If Tenderers do include examples, where possible, fresh examples for each criteria are preferred by UK Sport. 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.
2. Staffing Issues and TUPE
   1. UK Sport 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.
3. 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 UK Sport 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 UK Sport of any other Tender contract or proposal; or
      5. it does not comply with paragraph 12.
4. Rejection of Tender
   1. UK Sport may reject any Tender (which shall be without prejudice to UK Sport’s legal remedies) submitted by a Tenderer who has:
      1. 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 UK Sport if they are having difficulty completing it.
      2. directly or indirectly canvassed any official of UK Sport 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 UK Sport the amount or approximate amount of the price shown in its tender, except where such disclosure is made in confidence in order to obtain quotations necessary to the preparation of the Tender or for the purposes of insurance or the guarantee 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 employee or member or to anyone else where or not the person is directly connected to UK Sport directly connected with this Tender exercise.
      7. offered or given or agreed to give any officer or member of UK Sport any gift or consideration of any kind as an inducement or bribe to influence its decision in relation to the tendering procedure.

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 UK Sport for information about how to do this before completing this form.

UK Sport 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. Until 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 the contract. Failure to comply with UK Sport’s requests to promptly sign the contract under will amount to a breach of contractual obligation and UK Sport 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 UK Sport 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 UK Sport or other owners and is released solely for the purpose of tendering. The Tenderer shall notify UK Sport without delay if any additional Tender Material is required for the purpose of tendering.
   2. In the event that a recipient of Tender Material decides not to participate in the submission of a tender, the Tender Material shall be returned to its place of issue without delay. If a tender is submitted to UK Sport, the Tender Material may be retained by the Tenderer until the result of the competition is known.
   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 UK Sport.

**Appendix 1**

**Specification**

|  |  |
| --- | --- |
| Coach developer  (Lot 1 )  Page 18 | Coach developers are skilled support practitioners who plan for, implement, and sustain strategies and interventions in support of expert performance in sport coaching. |
| Mentor  (Lot 2)  Page 20 | Mentors will provide support and when required guidance/advices to enhance knowledge/experiences of an individual around the high performance environment. The Mentor will encourage people to manage their own learning and understand their own potential to improve their own performance. |
| Executive Coach  (Lot 3)  Page 24 | The executive coach is an accredited professional that provides a safe, structured and trustworthy environment in which to offer support for an individual or team. Executive coaches operate a partnership approach where there is a thought provoking and creative process that inspires an individual to maximise their personal and professional potential. |
| Senior Leadership Team developer  (Lot 4)  Page 28 | An Expert in supporting and developing teams to operate as a cohesive and effective unit adding value to the collective organisation and to ensure achievement of strategic objectives for their organisation/sport. The team development expert will ensure teams have an awareness and understanding of their dynamics and will create a safe, structured and trustworthy environment in which to offer support. |

**Lot 1 – Coach Developer**

People receiving support from this Lot include:

* Head Coaches
* Support Coaches
* Coaching Apprentices
* Coach developers in NGBs

Each person being supported will have specific requirements. These requirements may be aligned to bespoke one to one support or integrated within development programmes/initiatives and therefore the role of the Coach developer may flex around these needs where appropriate. The requirement is to quote to deliver Coach developer services to these groups outlined above in providing in situ contextually specific support. The quotation should outline how this would operate for up to 1 day of delivery. It is expected that if that person/s is/are operating in a virtual setting that this cost would be outlined also. Additional elements such as planning, follow-up calls, reviewing of online journals, checking in with sponsors etc should also be outlined. Tenderers should also outline any restrictions they have around days they can work, distances they can travel etc and what their usual policy on cancellation of sessions is.

In addition to other supporting information the tenderer wishes to provide, the tender documentation should include a short biography and outline of the Coach developer and their approach. Usually this would be 1-2 pages to summarise their skills, experience, ways of working and how it would feel for someone working with you and being developed by you.

Coach developers will be engaged on a day rate. We request that you outline your day rate within the tender response. An anticipated day rate for a coach developer would be £500 inc VAT per day

**ACCOUNTABILITIES (following selection to support individual coach)**

**CONTRACTING & BUILDING / MAINTAINING RELATIONSHIPS**

Coach developers frequently work with other stakeholders that share a coach’s environment in order to support sustainable, long-term behavioural changes. A summary of the stakeholders required for the purposes of the tender should be outlined

**DEVELOPING AWARENESS AND INSIGHT AND BUILDING LEARNING**

* The coach developer can show that their practice takes a coach’s individual, work-related tasks and associated knowledge, skills and experiences as its starting point, preparing and supporting learning and development with regard to both current and anticipated, future needs.
* The Coach developer can demonstrate how they are able to carefully and in partnership with their Coachee work to develop an evolving process which is iterative and adaptable, reviewed as the relationship develops, built on trust, mutual respect and professional curiosity.
* The coach developer’s work is educational, developmental, caring and support-oriented: interventions and may include the development of technical skills, enhancing interpersonal relationships, evolving effective strategies to manage specific challenges and constraints, or a combination of these. Whatever the specific nature of a coach developer’s work might be, it will always be characterised by prioritising the health and well-being of the coach. It will also be collaborative, contextually situated, and concerned with helping coaches to develop active, critical knowledge and skills.

**SHARING LEARNING**

* Where programme/initiative appropriate, encourage the continued capture of information by the Coachee so that use of such information can be effective in providing a source of reflection, planning for the future and an understanding of learning gained
* Collaborate with other Learning support Professionals through UK Sport programme/initiative based forums/other networks so that knowledge is shared, consistent standards are maintained and offer insights into best practice.

**PERSON SPECIFICATION**

**(Professional Knowledge/Education/Qualifications)**

**Highly Desirable**

* Sound understanding of High Performance sport environment and sport pathway structures ; Processes and stakeholders and roles within it (Coach, Performance Director, CEO etc. ) and its structures.
* Strong track-record in coach developer work and working with a range of individuals in the context of enhancing their performance in their role and can demonstrate successful and continued changes to, and improvement in the Individuals Coach performance OR Coaching Teams performance through in situ support.
* Commitment to own continuing personal development through self –evaluation, deliberate action and reflection.
* Expected to attend UKS Review meetings where appropriate and commit to participation in relevant and suitable Communities of practice.

**Desirable**

* Higher education qualification, ideally in a relevant behavioural science.
* Must demonstrate active engagement with a supervisory equivalent for own coaching practice.
* Thorough understanding of the UK Sport/EIS People Development initiatives and programmes aims, aspirations, goals, ethos and programme content.
* Make a commitment to align their practice to the recognised accreditation against the UKS and CIMSPA Coach Developer Standard, once established.

**Lot 2 - Mentor**

The people receiving these mentoring services may be, but not limited to:

* Head Coach
* Support Coaches
* Team Managers and Performance Operations Managers or equivalent
* Sports Science/Medicine Practitioners
* Future Performance Directors/Leaders

Each person being supported will have specific requirements. These requirements may be aligned to bespoke one to one support or in line with development programmes/initiatives therefore the role of the Mentor may flex around these needs where appropriate.

The requirement is to quote to deliver Mentoring services to these groups. The quotation should outline how this would operate for up to a two-hour coaching session face to face. It is expected that if that person is operating in a virtual setting that this cost would be outlined also.

Additional elements such as planning, follow-up calls, reviewing of online journals, checking in with sponsors etc should also be outlined. Tenderers should also outline any restrictions they have around days they can work, distances they can travel etc and what their usual policy on cancellation of sessions is.

Tenderers must have and evidence their level of insurance provision, their suitable qualifications and relevant Continued professional development and how they currently undertake supervision.

In addition to other supporting information the tenderer wishes to provide, the tender documentation should include a short biography and outline of the Mentor and their approach to Mentoring. Usually this would be 1-2 pages to summarise their skills, experience, ways of working and how it would feel for someone being coached by the individual.

Mentors will be engaged on a per session rate (session = two hours). We request that you outline your per session rate within the tender response. An anticipated session rate for a mentor would be £500 inc VAT per session

**ACCOUNTABILITIES (following selection by the individual/Mentor)**

**CONTRACTING**

* Establish and agree with the Mentee the Mentor contract – how it needs to work for both parties (expectations, frequency, access and boundaries) - managing this through to conclusion, ensuring that contract is adhered to and that any variation is agreed with the Mentee and communicated to UK Sport (the Sponsor) and the NGB Sponsor (Key Stakeholders) as appropriate.
* To follow and apply professionally recognised codes of conduct and ethical guidelines at all times during the coaching process, including supervision of own coaching practice and self-development

**BUILDING AND MANAGING RELATIONSHIPS**

* Create an effective relationship with the Mentor, based on mutual respect and trust, which will enable/facilitate responsiveness, flexibility and focus in achieving outcomes.
* Build and develop effective relationships with the Sponsor and Key Stakeholder(s) so that the environment can effectively support and respond to development needs and application of learning.

**DEVELOPING AWARENESS/INSIGHT AND LEARNING**

* Develop Mentor’s levels of self-awareness by proactively building insight, knowledge and understanding of self; enabling Mentee to identify and focus on significant and important areas for learning and growth within the context of the development needs of the individual
* Create, agree and review with the Mentee a plan with goals that effectively addresses key learning needs, concerns and application of new information, as well as existing strengths of the coach to be developed further.
* Support the Mentee in exploring on-going opportunities for learning and actions to embed new knowledge and information that will enable the most effective and meaningful changes in performance within the work environment.
* Follow-up on questions and areas of development that have been initiated by the UK Sport development programme/initiative they are a part of and the Mentor’s real-life experiences and work with the Mentee to explore, reflect and find the best-fit solution for them in their development.
* Continuously seeks to add value to the Mentee by bringing tools, experiences and insights that will enrich the content.
* Follow through, evaluate, reflect and review with the Mentee, progress toward agreed courses of actions and commitments
* Encourage self-reflection based on the individual needs of the Mentee

**SHARING LEARNING**

* Where programme/initiative appropriate, encourage the continued capture of information by the Mentee so that use of such information can be effective in providing a source of reflection, planning for the future and an understanding of learning gained
* Collaborate with other Mentors and Learning support Professionals through UK Sport programme/initiative based forums/other networks so that knowledge is shared, consistent standards are maintained and offer insights into best practice.

**PERSON SPECIFICATION**

**(Professional Knowledge/Education/Qualifications)**

**Highly Desirable**

* Demonstrable experience of working in High performance related environments.
* Sound understanding of High Performance sport environment and roles within it (Coach, Performance Director, CEO etc. ) and its structures.
* Strong track-record in mentoring and working with a range of individuals in the context of enhancing their performance in their role at work and can demonstrate successful and continued changes to, and improvement in, Mentee performance.
* Expected to attend UKS Review meetings where appropriate and commit to participation in relevant and suitable Communities of practice.

**Desirable**

* Higher education qualification, ideally in a relevant behavioural science. Experience of working in, or with, the sports environment at a senior level. Must demonstrate active engagement with a supervisor for own coaching practice.
* Thorough understanding of the UK Sport/EIS People Development initiatives and programmes aims, aspirations, goals, ethos and programme content.
* Must undertake recognised supervision
* Demonstrable understanding and application of a mentoring and coaching code of ethics and standards.
* Evidence of being able to draw on some models and frameworks, manage complex and challenging relationships and work with ambiguity and change as a senior practitioner.

**CORE SKILLS**

Understands Self:

* Builds understanding of self, demonstrating awareness of own values, beliefs and attitudes.

Establishes Trust/Builds Effective Relationships:

* Shows genuine concern for the Mentee’s welfare, through demonstrating empathy with and respect for the Mentee’s perceptions, learning style and personal well-being.
* Is sensitive and responsive to the Mentor’s emotions and beliefs and works flexibly during the mentoring process
* Creates a safe and supportive environment through demonstrating confidence is self, the Mentee and willingness to engage in the relationship as a full partner.

Raises Awareness/Builds Insight:

* Actively listens to and hears what the Mentee is saying;  uses a range of techniques to ensure clarity of understanding.
* Demonstrates understanding of the Mentee’s communication and helps gain clarity and perspective.
* Uses a range of questioning techniques to raise awareness/ insight, gain clarity and commitment to action. Uses language appropriate to the Mentee and to help illustrate different points of view and perspectives in a way that is meaningful
* Is clear and articulate in sharing and giving feedback and uses this effectively to facilitate challenge that helps the Mentee to re-examine current thinking and shift perception.
* Is non-judgemental, works to the Mentor’s agenda whilst holding focus on desired outcomes.

Facilitates Learning:

* Explores concerns, questions and opportunities for learning that are core to achievement of agreed goals.
* Encourages reflection, experimentation, self-discovery and exploration of possibilities for the application of learning that best-fits for the Mentor.
* Creates space for the Mentee to have the time and opportunity to reflect, evaluate and communicate.
* Engages the Mentee to consider and examine and agree actions that enables learning to be put into practice.

**Lot 3 – Accredited Executive Coach**

The people receiving these Executive Coaching services may be, but not limited to:

* Chair
* Chief Executive
* Performance Director
* Performance Operation Manager
* Head Coach
* Sports Science/Medicine Practitioners
* Future Performance Directors/Leaders

Each person being supported will have specific requirements. These requirements may be aligned to bespoke one to one support or in line with development programmes/initiatives therefore the role of the Executive Coach may flex around these needs where appropriate.

The requirement is to quote to deliver Executive Coaching services to these groups. The quotation should outline how this would operate for up to a two-hour coaching session face to face. It is expected that if that person is operating in a virtual setting that this cost would be outlined also.

Additional elements such as planning, follow-up calls, reviewing of online journals, checking in with sponsors etc should also be outlined. Tenderers should also outline any restrictions they have around days they can work, distances they can travel etc and what their usual policy on cancellation of sessions is.

Tenderers must have and evidence their level of insurance provision, their Executive Coaching qualifications and relevant Executive Coaching - National Governing Body accreditations and as part of the accreditation highlight relevant Continued professional development and outline their active Supervision.

In addition to other supporting information the tenderer wishes to provide, the tender documentation should include a short biography and outline of the Executive Coach. Usually this would be 1-2 pages to summarise their skills, experience, ways of working and how it would feel for someone being coached by the individual.

Executive coaches will be engaged on a per session rate (session = two hours). We request that you outline your per session rate within the tender response. An anticipated session rate for an executive coach would be £700 inc VAT per session

**ACCOUNTABILITIES (following selection by the individual/Client)**

**CONTRACTING**

* Establish and agree with the Client the coaching contract – how it needs to work for both parties (expectations, frequency, access and boundaries) - managing this through to conclusion, ensuring that contract is adhered to and that any variation is agreed with the Client and communicated to UK Sport (the Sponsor) and the NGB Sponsor (Key Stakeholders) as appropriate.
* To follow and apply professionally recognised codes of conduct and ethical guidelines at all times during the coaching process, including supervision of own coaching practice and self-development

**BUILDING AND MANAGING RELATIONSHIPS**

* Create an effective relationship with the Client, based on mutual respect and trust, which will enable/facilitate responsiveness, flexibility and focus in achieving outcomes.
* Build and develop effective relationships with the Sponsor and Key Stakeholder(s) so that the environment can effectively support and respond to development needs and application of learning.

**DEVELOPING AWARENESS/INSIGHT AND LEARNING**

* Develop Client’s levels of self-awareness by proactively building insight, knowledge and understanding of self; enabling Client to identify and focus on significant and important areas for learning and growth within the context of the development needs of the individual
* Create, agree and review with the Client a coaching plan with goals that effectively addresses key learning needs, concerns and application of new information, as well as existing strengths of the coach to be developed further.
* Support the Client in exploring on-going opportunities for learning and actions to embed new knowledge and information that will enable the most effective and meaningful changes in performance within the work environment.
* Follow-up on questions aroused by the UK Sport development programme/initiative they are a part of and the Client’s real-life experiences and work with the Client to explore, reflect and find the best-fit solution for them in their development.
* Continuously seeks to add value to the Client by bringing tools, experiences and insights that will enrich the coaching content for the Client.
* Follow through, evaluate, reflect and review with the Client, progress toward agreed courses of actions and commitments to support the Client in their achievement of stated goals.
* Encourage self-reflection and appropriate journaling based on the individual needs of the Client.

**SHARING LEARNING**

* Where programme/initiative appropriate, encourage the continued capture of information with the use of the confidential online journal by the client so that use of such information can be effective in providing a source of reflection, planning for the future and an understanding of learning gained
* Collaborate with other Executive Coaches through UK Sport programme/initiative based forums/other networks so that knowledge is shared, consistent standards are maintained and offer insights into best practice.

**PERSON SPECIFICATION**

**(Professional Knowledge/Education/Qualifications)**

**Highly Desirable**

* Strong track-record in coaching senior individuals in the context of enhancing their performance in their role at work and can demonstrate successful and continued changes to, and improvement in, Client performance.
* Expected to attend UKS Review meetings where appropriate and commit to participation in relevant and suitable Communities of practice.

**Desirable**

* Higher education qualification, ideally in a relevant behavioural science. Experience of working in, or with, the sports environment at a senior level. Must demonstrate active engagement with a supervisor for own coaching practice.
* Thorough understanding of the UK Sport/EIS People Development initiatives and programmes aims, aspirations, goals, ethos and programme content.
* Sound understanding of the role of the High Performance sport environment and roles within it (Coach, Performance Director, CEO) and its structures.

**CORE SKILLS**

Understands Self:

* Builds understanding of self, based on theoretical models of human behaviour, demonstrating awareness of own values, beliefs and attitudes.
* Understands when own state-of-mind and behaviour might interfere in the coaching process and adapts accordingly to meet the client’s needs.

Establishes Trust/Builds Effective Relationships:

* Shows genuine concern for the Client’s welfare, through demonstrating empathy with and respect for the Client’s perceptions, learning style and personal well-being.
* Is honest, sincere, and keeps promises
* Is sensitive and responsive to the Client’s emotions and beliefs and works flexibly during the coaching process choosing ‘in the moment’ ways of working that are most effective.
* Is open, flexible and confident in dealing with ambiguity, strong emotion and in exploring different options and possibilities.
* Creates a safe and supportive environment through demonstrating confidence is self, the Client and willingness to engage in the relationship as a full partner.
* Works to build and establish effective relationships and trust with key stakeholders (e.g. Performance Director/NGB), where required or appropriate to the contract

Raises Awareness/Builds Insight:

* Actively listens to and hears what the Client is saying; their concerns, feelings, beliefs and perceptions and uses a range of techniques to ensure clarity of understanding.
* Distinguishes between words, tone of voice and body language to help genuine understanding of the Client’s messages.
* Demonstrates understanding of the Client’s communication and helps Client gain clarity and perspective.
* Uses a range of questioning techniques to raise awareness/ insight, gain clarity and commitment to action.
* Uses language appropriate to the Client and to help illustrate different points of view and perspectives in a way that is meaningful for the Client.
* Is clear and articulate in sharing and giving feedback and uses this effectively to facilitate challenge that helps the Client to re-examine current thinking and shift perception.
* Uses objective-based assessments in support of feedback and challenge that is effective and supportive in gaining different perspectives and Client’s understanding of self.
* Is non-judgemental, works to the Client’s agenda whilst holding focus on desired outcomes.

Facilitates Learning:

* Explores concerns, questions and opportunities for learning that are core to achievement of agreed goals.
* Encourages reflection, experimentation, self-discovery and exploration of possibilities for the application of learning that best-fits for the Client.
* Creates space for the Client to have the time and opportunity to reflect, evaluate and communicate.
* Engages the Client to consider, and examine and agree actions that enables learning to be put into practice.
* Co-creates a plan of coaching with the Client with achievable and measurable goals, demonstrating follow-through with the Client on commitment to actions.
* Is open and consistent with the Client about their accountability for keeping commitment to action and positively challenges the Client when agreed action has not been completed.

**Lot 4 - Senior Leadership Team Developer / Team Development Expert (TDE)**

Example of roles within leadership teams receiving support via senior leadership team developers:

* Sport NGB’s Leadership Teams
  + Chair
  + Board
  + CEO
  + Directors
* World Class Programme Leadership teams
  + Performance Director
  + Head Coach
  + Head of other services

**The purpose**

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

**The role of the Team Development Expert**

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

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

Senior Leadership Team Developers will be engaged on a day rate. We request that you outline your day rate within the tender response. An anticipated day rate for a senior leadership team developer would be £1,500 inc VAT per day

**Highly Desirable**

* Demonstrable experience in conducting team and leadership development with senior teams in a range of sectors
* Strong track record in applying a range of diagnostic tools and processes to senior teams to understand development needs and requirements
* A thorough understanding of team/group dynamics and experience of working with high performing teams
* Applied knowledge and experience of a range of personality profiling tools and the value of these within group situations

**To be considered for work on Board evaluation, all of the above criteria, and:**

* Demonstrable knowledge and experience of working at Board level
* Experience of conducting facilitated Board evaluations and skills audits

**Desirable**

* Experience of working in, or with, the sports environment at a senior level
* Personal senior leadership experience in an organisation undergoing significant change
* Experience of team/group coaching to expertly manage conflict within a team
* A commitment to developing others

**Appendix 2**

**Forms**

**THE UNITED KINGDOM SPORTS COUNCIL**

**PEOPLE DEVELOPMENT TEAM**

PROVISION OF THE PEOPLE SUPPORT FRAMEWORK

**FORM OF TENDER**

The completion of the documents will be taken as part of the contract between the Tenderer and UK Sport.

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

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

**TO: THE UNITED KINGDOM SPORTS COUNCIL**

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……………………………………………2021.

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

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

**THE UNITED KINGDOM SPORTS COUNCIL**

**PEOPLE DEVELOPMENT TEAM**

PROVISION OF THE PEOPLE SUPPORT FRMAEWORK

BONA FIDE TENDERING CERTIFICATE

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

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

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

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

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

Dated this……………………….day of……………………………………………2021

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

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

**THE UNITED KINGDOM SPORTS COUNCIL**

**PEOPLE DEVELOPMENT TEAM**

**PROVISION OF THE PEOPLE SUPPORT FRAMEWORK**

DECLARATON OF CRIMINAL CONVICTIONS, TAX AFFAIRS AND CONTROVERSIAL SITUATIONS

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

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 authority may exclude the Supplier 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 Supplier 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 should not represent a conflict of interest for the Supplier.

**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**

PROVISION OF THE PEOPLE SUPPORT FRAMEWORK

**CERTIFICATE RELATING TO EMPLOYERS LIABILITY INSURANCE**

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

1. This Certificate is to assure UK Sport 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. 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 UK Sport.
3. We have due regard to UK Sport'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 DEVELOPMENT TEAM**

PROVISION OF THE PEOPLE SUPPORT FRAMEWORK

**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**

PROVISION OF THE PEOPLE SUPPORT FRAMEWORK

**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 UK Sport has obligations in relation to Freedom of Information.

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

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 UK Sport 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 UK Sport in its decision whether or not to disclose the information.

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

Dated this……………………….day of……………………………………………2021

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

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

**THE UNITED KINGDOM SPORTS COUNCIL**

**PEOPLE DEVELOPMENT TEAM**

PROVISION OF THE PEOPLE SUPPORT FRAMEWORK

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

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

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

Dated this……………………….day of……………………………………………2021

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

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

**THE UNITED KINGDOM SPORTS COUNCIL**

**PEOPLE DEVELOPMENT TEAM**

PROVISION OF THE PEOPLE SUPPORT FRAMEWORK

**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**

PROVISION OF THE PEOPLE SUPPORT FRAMEWORK

**DRAFT CONTRACT**

BACKGROUND

1. The Supplier is in the business of providing the People Development Services.
2. UK Sport is a discretionary funder of sporting Olympic and Paralympic organisations.
3. The Supplier wishes to provide the People Development Services to Coaches funded by UK Sport.
4. It is acknowledged and agreed by Suppliers that there is no guarantee of any volume of work and as such UK Sport does not provide any commitment as to the number or value of work purchased using this framework. UK Sport is under no obligation to use the framework and may decide not to do so. The Framework is non-exclusive, UK Sport give no undertaking that they will purchase the whole or any of their requirements for services through this Framework arrangement

Agreed terms

1. Interpretation

The following definitions and rules of interpretation apply in this agreement.

* 1. Definitions:

1. Award Letter: the detailed plan, agreed in accordance with clause 3, describing the services to be provided by the Supplier.
2. Applicable Laws: all applicable laws, statutes, regulations [and codes] from time to time in force.
3. Business Day: a day, other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.
4. Charges: the sums payable for the Services as set out in an Award Letter.
5. Data Protection Legislation: the UK Data Protection Legislation andany other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications).
6. Deliverables: any outputs of the Services to be provided by the Supplier to UK Sport or a coach as specified in an Award Letter and any other documents, products and materials provided by the Supplier to UK Sport in relation to the Services (excluding the Supplier's Equipment).
7. Intellectual Property Rights: patents, rights to inventions, copyright and [neighbouring and] related rights, trade marks, business names and domain names, rights in get-up, 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.
8. Key Personnel: the Supplier's Company and the individuals identified as key personnel in an Award Letter.
9. National Governing Body or NGB: means an Olympic or Paralympic sports organisation responsible for the delivery of that sport and in receipt of UK Sport funding.
10. People Development Services: the services as set out in Schedule 1.
11. Procurement Process: the procurement run by UK Sport starting with the Invitation to Tender published 18th December 2020 and including proposals by the Supplier.
12. Supplier Charges: the charges for the People Development Services or the framework for calculating them as set out in the Supplier’s proposal in the Procurement Process.
13. Supplier's Company: the company identified as such in the Procurement Process or in an Award Letter.
14. Supplier's Equipment: any equipment, including tools, systems, cabling or facilities, provided by the Supplier, its agents, subcontractors or consultants to UK Sport and used directly or indirectly in the supply of the Services, including any such items specified in a Award Letter.
15. Services: the People Development Services which are provided by the Supplier under an Award Letter, including services which are incidental or ancillary to the Services.
    1. Clause, Schedule and paragraph headings shall not affect the interpretation of this agreement.
    2. The Schedules form part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the Schedules.
    3. A reference to **writing** or **written** includes fax.
    4. Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
    5. A reference to **this agreement** or to any other agreement or document is a reference to this agreement or such other agreement or document, in each case as varied or novated from time to time.
    6. 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.
16. Commencement and duration
    1. This agreement shall commence on 6th March 2021 and shall continue until 5th March 2025, unless terminated earlier in accordance with this Agreement.
    2. If there are no uncompleted Award Letter as at the date notice to terminate is served under clause 2.1, such notice shall terminate this agreement with immediate effect.
17. Award Letters
    1. Each Award Letter shall be agreed between UK Sport and the Supplier following the terms proposed by the Supplier during the Procurement Process.
18. Supplier's responsibilities
    1. The Supplier shall:
       1. provide the Services and the Deliverables in accordance with the Award Letter;
       2. ensure that the Services and Deliverables will conform in all respects with the Award Letter and that the Deliverables shall be fit for any purpose expressly or implicitly made known to the Supplier;
       3. perform the Services with the highest level of care, skill and diligence in accordance with best practice in the Supplier's industry, profession or trade;
       4. ensure that the Deliverables, and all goods, materials, standards and techniques used in providing the Services are of the best quality and are free from defects in workmanship, installation and design;
       5. co-operate with UK Sport in all matters relating to the Services, and comply with the UK Sport’s instructions;
       6. observe all health and safety rules and regulations and any other reasonable security requirements that apply at any of the UK Sport’s premises from time to time and that have been communicated to it.
       7. not do or omit to do anything which may cause UK Sport to lose any licence, authority, consent or permission on which it relies for the purposes of conducting its business;
       8. notify UK Sport in writing immediately upon the occurrence of a change of company of the Supplier;
       9. comply with any additional obligations imposed on it as set out in an Award Letter.
19. UK Sport obligations
    1. UK Sport shall:
       1. provide the Supplier with all necessary co-operation in all matters relating to the Services;
       2. provide relevant and timely information on vacancies
20. Reviews
    1. If the Supplier has been selected for work by UK Sport during the Term, the Supplier shall commit to having a review meeting with UK Sport at least every six months.
    2. The purpose of the review will not be to monitor performance, more to focus on how UK Sport and the Supplier are finding the current arrangement
21. Compliance with laws and policies
    1. In performing its obligations under this agreement, the Supplier shall comply with the Applicable Laws.
    2. The Supplier will inform the Customer as soon as it becomes aware of any changes in the Applicable Laws.
22. Data protection
    1. Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 8 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.
    2. The Supplier consents to allow UK Sport to share the Supplier’s details (including but not limited to name, email address and telephone number) with NGBs for the purpose of providing the People Development Services.
23. Confidentiality
    1. Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 11.2.
    2. Each party may disclose the other party's confidential information:
       1. to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this agreement. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 11; and
       2. as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
    3. No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this agreement.
24. Insurance and Limitation of liability
    1. The Supplier shall obtain appropriate insurance cover in respect of the Services to be provided to UK Sport.
    2. Nothing in this agreement limits any liability which cannot be legally limited by law, including (but not limited to): (i) death or personal injury caused by negligence; and (ii) fraud or fraudulent misrepresentation.
    3. Subject to clause 10.2, the parties liability under this agreement shall not exceed £50,000.
25. Publicity
    1. The Supplier shall not, and shall procure that the Supplier’s Company do not, make any press announcement, conduct any marketing activities with regard to its relationship with the UK Sport, use the UK Sport’s logo or marks or publicise the Agreement or any part of the Agreement in any way, except with the prior written consent of the UK Sport.
    2. Where UK Sport provides consent under clause 11.1, UK Sport shall provide a non-exclusive, revocable, fully paid up license for the Supplier to use UK Sport’s logo within any external communications and publicity.
    3. The Supplier shall provide UK Sport a non-exclusive, revocable, fully paid up license to use the Supplier’s logo within any external communication, publicity and website statements relating to the Agreement.
26. Termination
    1. 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:
       1. the other party commits a material breach of any term of this agreement and (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified to do so;
       2. the other party repeatedly breaches any of the terms of this agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this agreement;
       3. the other party suffers or undertakes an insolvency event within the meaning of the Insolvency Act 1986.
    2. Without affecting any other right or remedy available to them, UK Sport may terminate this agreement with immediate effect by giving three (3) months written notice to the Supplier.
27. Assignment and other dealings
    1. The Supplier shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under this agreement.
    2. UK Sport may at any time assign, mortgage, charge, delegate, declare a trust over or deal in any other manner with any or all of its rights under this agreement.
28. Variation

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

1. Waiver
   1. A waiver of any right or remedy under this agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.
   2. A failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.
2. Rights and remedies

The rights and remedies provided under this agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

1. Severance
   1. If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this agreement.
   2. If any provision or part-provision of this agreement is deemed deleted under clause 17.1 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.
2. Entire agreement
   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.
   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.
3. No partnership or agency
   1. Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.
   2. Each party confirms it is acting on its own behalf and not for the benefit of any other person.
4. Third party rights
   1. Unless it expressly states otherwise, this agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.
5. Notices
   1. Any notice given to a party under or in connection with this agreement shall be in writing and shall be:
      1. delivered by hand or by pre-paid first-class post or other next Business Day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
      2. sent by email to the relevant representative.
   2. This clause does not apply to the service of any proceedings or any documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.
6. Counterparts
   1. This agreement may be executed in any number of counterparts, each of which shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.
7. 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 shall be governed by and construed in accordance with the law of England and Wales.

1. 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.

**Supplier’s Acceptance**

Company Name:

Supplier Name:

Position:

Signature:

Date:

**UK Sport’s Acceptance**

Signatory Name: Diccon Edwards

Position: Head of Coaching Development

Signature:

Date:

1. People Development Services

UK Sport operate a number of people development programmes and initiatives aimed at supporting and developing key individuals and teams in the World Class Performance System. These include CEO’s Performance Directors and coaches from across the talent pathway.

The length of contracts can vary between singular specific technical support to multi-year residential development programmes.

For the 2021-2025 Olympic and Paralympic Cycle, UK Sport through a single tendering process are bringing together all Learning Support Roles for development programmes and initiatives.

Each of the four roles will support different audiences.

|  |  |
| --- | --- |
| Coach developer | Coach developers are skilled support practitioners who plan for, implement, and sustain strategies and interventions in support of expert performance in sport coaching. |
| Mentor | Mentors will provide support and when required guidance/advices to enhance knowledge/experiences of an individual around the high-performance environment. The Mentor will encourage people to manage their own learning and understand their own potential to improve their own performance. |
| Executive Coach | The executive coach is an accredited professional that provides a safe, structured and trustworthy environment in which to offer support for an individual or team. Executive coaches operate a partnership approach where there is a thought provoking and creative process that inspires an individual to maximise their personal and professional potential. |
| Senior Leadership Team developer | An Expert in supporting and developing teams to operate as a cohesive and effective unit adding value to the collective organisation and to ensure achievement of strategic objectives for their organisation/sport. The team development expert will ensure teams have an awareness and understanding of their dynamics and will create a safe, structured and trustworthy environment in which to offer support. |

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)