

INNOVATE UK

**MONITORING SERVICES
DYNAMIC PURCHASING SYSTEM**

DPS Rules
V1.6

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PART 1: INTRODUCTION

1 GENERAL INFORMATION

DPS Lots

- 1.1 The DPS has been divided into Lots based on the areas of science and technology innovation which the innovative businesses receiving grant funding (and being monitored) will be working in. The Lots are listed in the Overview Document and Appendix 1 of the Specification and a detailed Description is provided in the Lot Description Documents available on the DPS Portal.

Period of validity of the DPS

- 1.2 The anticipated period during which the DPS will be valid (i.e. during which Contracts for Monitoring Services may be entered into) will be two years (24 months) from February 2018. It is possible that the DPS may be extended further beyond this date and in particular it is currently envisaged that there may be two further one year extensions. The total anticipated period of validity is therefore currently four years (48 months).
- 1.3 Should Innovate UK wish to renew the DPS beyond four years it will issue an OJEU Contract Notice.
- 1.4 Contracts may be entered into at any time during the period of validity of the DPS. It is possible that the term of any Contract entered into under the DPS may extend beyond the period of validity of the DPS.

DPS value

- 1.5 The estimated value of the Monitoring Services DPS is approximately £10M per annum (£20M over the minimum term, with the possibility of 2 x 1 year extensions to a maximum overall therefore of £40M).
- 1.6 The table below sets out broad estimates of the number of opportunities which are likely to arise in respect of each Lot over a 2 year period. The figures provided are broad estimates only based on existing data. It may be the case that there are no Contracts awarded under a given Lot or alternatively that the estimated number of opportunities for some Lots may be exceeded. This is because the award of grant and contract funding (and so the requirement for Monitoring Services) is driven by whether there is demand for innovation in particular areas and the requirements of Innovate UK's partner agencies. In addition, the imminent changes to the UK's innovation agencies (with the introduction of UKRI) could impact on the number of Contracts which will be awarded under a given Lot.

Lot Number & Title	Estimate for number of Opportunities over a 2 year period
Lot 1 - Additive Manufacturing: 3D printing	50
Lot 2 - Advanced Materials NEC (not elsewhere classified)	150
Lot 3 - Advanced Propulsion Centre (APC)	40
Lot 4 - Aerospace	30
Lot 5 - Agriculture	100
Lot 6 - Assembly / Joining	30
Lot 7 - Assisted and Independent Living	40
Lot 8 - Aerospace Technology Institute (ATI)	100
Lot 9 - Autonomous Vehicles	50
Lot 10 - Batteries for Automotive Applications	40
Lot 11 - Biosciences	150
Lot 12 - CAD / CAM / CAE / Simulation, Industry 4.0	30
Lot 13 - Ceramics	30
Lot 14 - Chemical / Bio Process	70
Lot 15 - Coatings, Thin Films and Surfaces	70
Lot 16 - Composite Materials	40
Lot 17 - Connected Transport	50
Lot 18 - Connected Vehicles	50
Lot 19 - Creative Industries	90
Lot 20 - Digital Technologies	150
Lot 21 - Electric Machines and Power Electronics	50
Lot 22 - Electronic and Sensing Materials	80
Lot 23 - Electronics Manufacturing	60
Lot 24 - Electronics, Sensors and Photonics	150
Lot 25 - Emerging Technologies	150
Lot 26 - Energy Systems & Supply	150
Lot 27 - Food	60
Lot 28 - Forming Technologies	40
Lot 29 - General and Disruptive vehicles	50
Lot 30 - Health	300
Lot 31 - Internal Combustion Engine (ICE) and Powertrains	30
Lot 32 - International	100
Lot 33 – Lightweighting and Powertrain Structures	30
Lot 34 - Manufacturing Technologies NEC (not elsewhere classified)	90
Lot 35 - Material Recovery / Treatment	40
Lot 36 - Metals / Metallurgy	50
Lot 37 - Monitoring Support Services	150
Lot 38 - Nanotechnology / Nanomaterials	50
Lot 39 - Non-Metallics	50

Lot 40 - Polymers	70
Lot 41 – Prescribed/Open	300
Lot 42 - Resource Efficiency	80
Lot 43 - Robotics, Autonomous Systems or Artificial Intelligence (RAS/RAI)	100
Lot 44 - Sensor / Instrument (design / manufacture)	50
Lot 45 - Smart Infrastructure	100
Lot 46 - Space & Satellite Technologies	60
Lot 47 - Surface Engineering	50
Lot 48 - Urban Living	150

Availability of documents

- 1.7 The DPS will be hosted at <https://supplierlive.proactisp2p.com> ("the DPS Portal"). Should you wish to apply to join the DPS, you will need to register on the DPS Portal and the details of how to do this are set out on the DPS Portal homepage
- 1.8 The DPS Documentation will remain electronically accessible and available for the duration of the DPS and can be accessed via the DPS Portal.
- 1.9 Information about the DPS (including the DPS Documentation) will also be publically available on Innovate UK's dedicated Monitoring Services blog <https://innovateuk.blog.gov.uk/tag/monitoring-services/>.

Communications

- 1.10 All queries in relation to the DPS must be made in writing and submitted electronically via the DPS Portal.
- 1.11 Innovate UK reserves the right to publish all queries and the responses to them on the DPS Portal. This is to ensure transparency. Should you consider your query to be commercially sensitive, you must clearly specify this in the subject line of your communication. The decision on whether or not to publish a query and/or the response to it will however rest with Innovate UK.
- 1.12 All communications and documents (including Application Forms and Tenders) must be prepared in the English language and be submitted electronically via the DPS Portal.

PART 2: APPLYING TO JOIN THE DPS

2 TIMETABLE

- 2.1 Monitoring Services Providers can apply to join the DPS either at the "Initial Joining Stage" or at any time during the period of validity of the DPS ("Ongoing Joining Stage"):
- 2.1.1 **Initial Joining Stage:** This relates to Application Forms submitted on or before the Deadline for Applications for the Initial Joining Stage (as defined at paragraph 3.3 below).
- 2.1.2 **Ongoing Joining Stage:** This covers any Applications submitted after the Deadline for Applications for the Initial Joining Stage.
- 2.2 The indicative timetable for the procurement to initially establish the DPS is set out below. This is intended as a guide and, whilst Innovate UK does not intend to depart from the timetable, it reserves the right to do so at any time.

Date	Activity
20 th February 2018	Submission of the OJEU Contract Notice by Innovate UK.
23 rd February 2018	Contract Notice Published in OJEU and DPS Open to applicants
29 th March 2018	Deadline for Applications for the Initial Joining Stage to be returned by Monitoring Services Providers.
23 rd February 2018 – 20 th April 2018	Review and evaluation of the Initial Joining Stage Application Forms.
23 rd April 2018	Monitoring Services Providers notified of the outcome of the evaluation and successful Monitoring Services Providers are added to the Initial DPS List.
24 th April 2018	Initial DPS List published.

- 2.3 Monitoring Services Providers should note that Innovate UK will have an extended initial evaluation period as permitted by Regulation 34 (18) of the Public Contract Regulations. In accordance with Regulation 34 (19) the extended evaluation period is provided in the timetable below at 2.2 of this document. Where the volumes of Applications are higher than anticipated, Innovate UK reserves the right to extend the Deadline for the evaluation of Applications for the Initial Joining Stage to 20 May 2018. Innovate UK will issue a notification on the DPS Portal if it does so.
- 2.4 Once the Initial DPS List is published, Innovate UK may invite Tenders from Monitoring Services Providers who are on the DPS List in accordance with the procedure set out below.
- 2.5 Monitoring Services Providers are also able to apply to join the DPS **at any time** or to apply to join additional Lots, during the period of validity of the DPS (including after the Deadline for Applications for the Initial Joining Stage)

should they wish to do so (see Ongoing Joining Stage described at paragraphs 3.8 to 3.13 below).

3 ADMISSION PROCEDURE

- 3.1 The DPS will be hosted on the DPS Portal. Monitoring Services Providers wishing to apply to join the DPS will need to register on the DPS Portal in order that they can complete and submit their Application Forms electronically.
- 3.2 **Registration applies to both the Initial Joining Stage and the Ongoing Joining Stage**
- 3.3 For technical support or queries in relation to use of the DPS Portal, Monitoring Services Providers should contact <http://proactis.kayako.com>

Initial Joining Stage

- 3.4 Monitoring Services Providers, who wish to be included on the Initial DPS List, must submit their Application Form on the DPS Portal on or before 29th March 2018 ("the Deadline for Applications for the Initial Joining Stage").
- 3.5 Innovate UK will review and evaluate each Application Form to determine whether the Minimum Selection Criteria are met. Innovate UK will endeavour to review and evaluate Application Forms within 10 working days, however this may be extended to 15 working days because of the need to examine additional documentation or to otherwise verify whether the selection criteria are met. It is anticipated that there may be a high volume of Application Forms received at the Initial Joining Stage which may affect this timeframe and Innovate UK have therefore opted to apply an extended initial evaluation period in accordance with Regulation 34 (18) of the Public Contracts Regulations 2015. Innovate UK expects to complete the review and evaluation of all Application Forms for this stage by 20th April 2018.
- 3.6 Innovate UK will notify both successful and unsuccessful Monitoring Services Providers of the outcome and will publish the Initial DPS List. Innovate UK anticipates that the Initial DPS List will be published on 24th April 2018.
- 3.7 Where a Monitoring Services Provider makes a written request for information in relation to its unsuccessful Application Form via the DPS Portal, Innovate UK will, within 15 calendar days of that request, give the Monitoring Services Providers reasons for the rejection of its Application Form.
- 3.8 Monitoring Services Providers are permitted to re-apply to join the DPS after an initial rejection of their Application Form.

Ongoing Joining Stage

- 3.9 If a Monitoring Services Provider does not submit their Application Form before the Deadline for Applications for the Initial Joining Stage, the following procedure will apply.
- 3.10 Monitoring Services Providers who wish to join the DPS List must submit their Application Form on the DPS Portal. Application Forms can be submitted at any time during the period of validity of the DPS.
- 3.11 Innovate UK will review and evaluate each Application Form to determine whether the Minimum Selection Criteria are met, notify the Monitoring Services Provider as to whether its Application Form was successful or unsuccessful and update the DPS List within **15 working days** of receipt of the Application Form.
- 3.12 Innovate UK requires 15 working days to consider Application Forms during the Ongoing Joining Stage because of the need to examine additional documentation or to otherwise verify whether the selection criteria are met, as permitted by Regulation 34 (17) of the Public Contracts Regulations 2015.
- 3.13 Monitoring Services Providers are only entitled to submit Tenders and be awarded Contracts under the DPS after they have been both formally notified that they are successful and their name has been added to the DPS List.
- 3.14 Where a Monitoring Services Provider makes a written request for information in relation to its unsuccessful Application Form via the DPS Portal, Innovate UK will, within 15 calendar days of that request, provide reasons for the rejection of the Application Form.
- 3.15 Monitoring Services Providers are permitted to reapply to join the DPS after an initial rejection of their Application Form.

4 APPLICATION FORM SUBMISSION INSTRUCTIONS

- 4.1 The Application Form is the same for both the Initial Joining Stage and the Ongoing Joining Stage. The Application Form must be completed and submitted electronically on the DPS Portal.
- 4.2 Monitoring Services Providers should note the requirements in the Application Form in respect of the page limits for attachments. Bidder guidance is provided in the DPS Portal at each question where guidance is deemed beneficial.
- 4.3 In completing the Application Form, Monitoring Services Providers should not assume that Innovate UK has any prior knowledge of the Monitoring Services Provider, its practice, reputation or its involvement in existing services, Projects or procurements. In evaluating Application Forms, Innovate UK will only consider information requested in the Application Form.

- 4.4 Further information about the Application Form is set out below including how the information in the form will be taken into account by Innovate UK in reviewing and evaluating a Monitoring Services Provider's Application Form.
- 4.5 Monitoring Services Providers must complete all relevant sections and questions of the Application Form. Innovate UK reserves the right to reject Monitoring Services Providers who have submitted an incomplete Application Form or who have not completed the Application Form correctly.
- 4.6 Innovate UK will require Monitoring Services Providers to submit supporting documents alongside the Application Form to enable Innovate UK to verify that the Exclusion Grounds do not apply (subject to self-cleaning) and that the Minimum Selection Criteria are met.
- 4.7 In addition, Innovate UK may at any time during the life of the DPS require Monitoring Services Providers who have been admitted to the DPS to submit renewed Application Forms and supporting documents to verify that the Exclusion Grounds continue to not apply (subject to self-cleaning) and that the Minimum Selection Criteria continue to be met.

5 APPLICATION FORM CONTENT AND EVALUATION

5.1 The Application Form is divided into three sections:

5.1.1 **Section A:** Section A of the Application Form contains information about the Lots. Monitoring Services Providers must clearly indicate in this Section which Lot(s) they are applying for. Monitoring Services Providers will only be admitted to the DPS for Lot(s) for which they have applied and for which they have passed the Minimum Selection Criteria.

5.1.2 **Section B:** Section B is divided into three parts:

- (a) Part 1 requests information about Monitoring Services Providers.
- (b) Part 2 contains the Exclusion Grounds and is assessed on a pass/fail basis.
- (c) Part 3 contains a number of general selection questions which apply to all Lots. These questions are assessed on a pass/fail basis.

Information required		
	Lot Information	Monitoring Services Providers <u>must</u> indicate which Lots they are applying for.

Questionnaire 1 Section A	Section A - Monitoring Services Provider Information (including bidding model and self-declaration)	Monitoring Services Providers <u>must</u> complete all of the information in this Part.
Exclusion Grounds		
Questionnaire 1 Section B	Section B - Exclusion Grounds (Mandatory and Discretionary)	Pass / Fail.
Questionnaire 1 Section C	Section C – Additional Discretionary Exclusion Grounds, general selection questions and minimum selection criteria.	Pass / Fail.
Questionnaire Library Section 3. Lot Specific Selection Stage Questionnaires	Technical and professional ability: CVs, qualifications and accreditations	Pass / Fail
Questionnaire Library Section 4. Lot Specific Selection Stage Case Studies	Technical and professional ability continued.	Pass / Fail

5.13 **Sections 3 & 4:** contains questions which are specific to each Lot. Monitoring Services Providers should only respond to the relevant question(s) for the Lot(s) applied for. All sections will be assessed on a pass/fail basis.

- 5.2 The table summarises the areas for assessment of the information requested in the form. Full details of each question, bidder guidance, exclusion grounds and minimum selection criteria are given in the DPS Portal.

6 PASSING THE APPLICATION STAGE

- 6.1 In order to pass the Application stage and be admitted to the DPS List, the Monitoring Services Provider must complete all relevant sections of the Application Form and achieve a "pass" for all relevant sections and questions in the Application Form. A fail in any section or for any question will result in the Application Form being rejected in respect of the Lot to which it relates.

- 6.2 The basis on which Monitoring Services Providers may be excluded (i.e. may Fail) a question is explained in the Applicant Guidance for each question contained within the Application Form.

7 APPLICATIONS AND CONFIDENTIALITY

- 7.1 Monitoring Services Providers who are interested in applying to join the DPS will need to complete and submit an Applicant's Non-Disclosure Agreement alongside their Application Form.
- 7.2 The Applicant's Non-Disclosure Agreement confirms that the MSP will keep confidential all information received as a result of their admission to the DPS which relates to Projects and Project Participants as well as any information which is securely marked (i.e. marked confidential, official or restricted). A copy of the Applicant's Non-Disclosure Agreement is available in the Document Library of the DPS Portal.
- 7.3 In addition, Monitoring Services Providers will be required to enter into a further, Project specific, non-disclosure agreement if awarded a Contract under the DPS (see 11.1 below)

PART 3: THE OPERATION OF THE DPS: THE TENDER PROCESS

8 INVITATIONS TO TENDER

- 8.1 Innovate UK may award Contracts to Monitoring Services Providers who are on the DPS List by following the procedure set out below.
- 8.2 Where Innovate UK wishes to use the Monitoring Services DPS to meet its requirements for Monitoring Services in respect of a particular Lot, and provided that there is more than one Monitoring Services Provider on the DPS List for that Lot, it will complete an Invitation to Tender.
- 8.3 This will include details of the Lot under which the Contract is being awarded the information that Monitoring Services Providers who wish to submit a Tender are required to submit and the evaluation criteria for the award of the Contract. A Template Invitation to Tender has been provided as part of the DPS Documentation.
- 8.4 The Invitation to Tender will be accompanied by a Project Brief. This document will contain a brief description of the Project to be monitored (including details of the Project Participants and the indicative location for monitoring) as well as providing confirmation of the Monitoring Service Level for the Project and whether it is an IFS or Legacy Project.
- 8.5 The Project Brief will only contain limited information regarding the Project as is necessary for an MSP to prepare a Tender in respect of an ITT. However,

MSPs should treat the information in the Project Brief as confidential. A template Project Brief forms part of the Template ITT.

- 8.6 Innovate UK reserves the right to adapt the Template Invitation to Tender and Template Project Brief at any time during the period of validity of the DPS including to meet their requirements in respect of specific Contracts (for example to evaluate on a price only basis).
- 8.7 All Monitoring Services Providers who are on the DPS List in respect of the relevant Lot will be invited to tender for Contracts that fall within the scope of that Lot.
- 8.8 Contracts may be awarded combining any number of Lots. Only those Monitoring Services Providers who have been admitted to the DPS List in respect of the relevant Lots will be invited to tender.
- 8.9 If a Monitoring Services Provider is invited to tender, it may choose whether it wishes to submit a Tender or not. Monitoring Services Providers are therefore not required to tender for any work. Similarly there is no guarantee of any Contracts or volumes under the DPS.
- 8.10 Where only one Monitoring Services Provider has been admitted to the relevant Lot only that Monitoring Services Provider may be invited to tender (and the Template Invitation to Tender may be adapted accordingly). Alternatively, Innovate UK may choose to approach that Monitoring Services Provider directly in relation to a Contract rather than issuing an ITT.
- 8.11 The ITT will be sent to the email address provided on registration with the DPS Portal. It is the responsibility of the Monitoring Services Provider to maintain the validity of this email address and check it for any Invitation to Tenders.

9 AWARD CRITERIA

- 9.1 The Award Criteria and weightings which will be used to evaluate the best Tender for a Contract will be set out in the ITT. The precise Award Criteria to be used will depend on Innovate UK's requirements in respect of that particular Contract.
- 9.2 The Template ITT table below provides an indication of the Award Criteria and weightings which Innovate UK intends to use for Invitations to Tender under the DPS. Innovate UK may use some or all of the indicative Award Criteria/sub-criteria/factors to be taken into consideration shown in the table below in any given Invitation to Tender and more precisely formulated Award Criteria/sub-criteria/factors and weightings may be used to suit the particular requirements of the Contract to be awarded. This flexibility is required due to the needs of the Projects which are being monitored which will vary from Contract to Contract.

Indicative Award Criteria	Indicative sub-criteria / factors to be taken into consideration	Indicative Weighting
Quality		60% – 80%
	<p>1. Special Conditions Please confirm your acceptance of the Special Conditions set out in the Contract Details section of this ITT above. For the avoidance of doubt, the special conditions are in addition to the standard contract terms and where a conflict of terms occurs the special conditions take precedence.</p>	N/A – Pass/Fail
	<p>2. Project Brief Please confirm that you have read, understood and accept the requirements of the Project Brief and that you have the capacity to deliver the full set of requirements.</p>	N/A – Pass/Fail
	<p>3. Key personnel Please confirm that you will support the requirement with appropriately experienced, skilled, qualified and competent personnel. Please provide the name of the Key Personnel for this Contract and confirm that the Key Personnel holds and will keep up to date the qualifications/accreditations which you confirmed they held in Section 6 of your Application Form for this Lot.</p>	N/A – Pass/Fail
	<p>4. Conflicts of interest Please confirm that you (and the Key Personnel named in Question 3) do not have any conflicts of interest (as defined in the DPS Rules) in respect of providing Monitoring Services for the Project (including in respect of the Project Brief, Project Participants and/or other parties associated with the Project).</p>	N/A – Pass/Fail
	<p>5. Confidentiality Please confirm that you will sign a Monitoring Services Provider Non-Disclosure Agreement if awarded this Contract.</p>	N/A – Pass/Fail
	<p>6. Method Statement Based on the Project Brief and the Specification, please provide a method statement describing how you will ensure delivery of the requirement.</p>	Weighting to be confirmed in ITT
	<p>7. Challenges Please describe what you see as the top 3 challenges for organisations undertaking the innovation of this Project/these Projects and how you will use your knowledge and experience to assist and advise the Lot Owner on the best way to overcome these challenges.</p>	Weighting to be confirmed in ITT

	<p>8. Risks</p> <p>What do you see as the 3 top risk areas for the Project Participants in undertaking this Project/these Projects?</p> <p>Please describe the risks and the recommendations you would make to the Lot Owner on the steps the Project Participants could take to mitigate and manage the risk.</p>	<p>Weighting to be confirmed in ITT</p>														
	<p>In respect of the pass/fail questions (questions 1, 2, 3, 4 and 5), the basis on which Monitoring Services Providers may fail these questions will be explained in the Tenderer Guidance for each question contained within the Invitation to Tender. The Template Invitation to Tender contains indicative Tenderer Guidance.</p> <p>An indicative methodology for scoring quality questions 6, 7 and 8 is also set out in the Template Invitation to Tender and reproduced below. This methodology will be used to score quality questions 6, 7 and 8 (unless otherwise stated in the Invitation to Tender).</p> <table border="1" data-bbox="464 1021 1225 1899"> <tr> <td data-bbox="464 1021 584 1084">0</td> <td data-bbox="584 1021 1225 1084">The Question is not answered or the response is completely unacceptable.</td> </tr> <tr> <td data-bbox="464 1084 584 1146">10</td> <td data-bbox="584 1084 1225 1146">Extremely poor response – they have completely missed the point of the question.</td> </tr> <tr> <td data-bbox="464 1146 584 1301">20</td> <td data-bbox="584 1146 1225 1301">Very poor response and not wholly acceptable. Requires major revision to the response to make it acceptable. Only partially answers the requirement, with major deficiencies and little relevant detail proposed.</td> </tr> <tr> <td data-bbox="464 1301 584 1456">40</td> <td data-bbox="584 1301 1225 1456">Poor response only partially satisfying the selection question requirements with deficiencies apparent. Some useful evidence provided but response falls well short of expectations. Low probability of being a capable supplier.</td> </tr> <tr> <td data-bbox="464 1456 584 1552">60</td> <td data-bbox="584 1456 1225 1552">Response is acceptable but remains basic and could have been expanded upon. Response is sufficient but does not inspire.</td> </tr> <tr> <td data-bbox="464 1552 584 1706">80</td> <td data-bbox="584 1552 1225 1706">Good response which describes their capabilities in detail which provides high levels of assurance consistent with a quality provider. The response includes a full description of techniques and measurements currently employed.</td> </tr> <tr> <td data-bbox="464 1706 584 1899">100</td> <td data-bbox="584 1706 1225 1899">Response is exceptional and clearly demonstrates they are capable of meeting the requirement. No significant weaknesses noted. The response is compelling in its description of techniques and measurements currently employed, providing full assurance consistent with a quality provider.</td> </tr> </table>	0	The Question is not answered or the response is completely unacceptable.	10	Extremely poor response – they have completely missed the point of the question.	20	Very poor response and not wholly acceptable. Requires major revision to the response to make it acceptable. Only partially answers the requirement, with major deficiencies and little relevant detail proposed.	40	Poor response only partially satisfying the selection question requirements with deficiencies apparent. Some useful evidence provided but response falls well short of expectations. Low probability of being a capable supplier.	60	Response is acceptable but remains basic and could have been expanded upon. Response is sufficient but does not inspire.	80	Good response which describes their capabilities in detail which provides high levels of assurance consistent with a quality provider. The response includes a full description of techniques and measurements currently employed.	100	Response is exceptional and clearly demonstrates they are capable of meeting the requirement. No significant weaknesses noted. The response is compelling in its description of techniques and measurements currently employed, providing full assurance consistent with a quality provider.	
0	The Question is not answered or the response is completely unacceptable.															
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60	Response is acceptable but remains basic and could have been expanded upon. Response is sufficient but does not inspire.															
80	Good response which describes their capabilities in detail which provides high levels of assurance consistent with a quality provider. The response includes a full description of techniques and measurements currently employed.															
100	Response is exceptional and clearly demonstrates they are capable of meeting the requirement. No significant weaknesses noted. The response is compelling in its description of techniques and measurements currently employed, providing full assurance consistent with a quality provider.															
Price		20% - 40%														

	1.	Fixed Fee: Please provide an overall fixed cost for delivery of the Contract. The factors which should be taken into account will be detailed in the Invitation to Tender. Indicative factors are provided in the Template ITT.	Weighting to be confirmed in ITT
	2.	Additional Fee: In exceptional circumstances, Monitoring Services Providers will be entitled to be paid an additional day rate for the services they provide. Please provide a day rate for additional services which fall outside the requirements of the Project Brief and Specification. For example, for additional reports and meetings or for post-completion reporting or splinter Projects.	For Information Only
		The methodology for determining the score for Price will be confirmed in the ITT. The following is an indicative methodology which may be used. Indicative Price methodology: The tender with the lowest Price will be awarded a score of 100 marks. All other tenders will receive scores expressed as an inverse proportion of the lowest tender Price. The formula used will be: (Lowest Tender Price / Tender Price) x 100 = Tender score All mathematical results will be rounded to 2 decimal places.	
Total			100%

10 -TENDER SUBMISSION REQUIREMENTS

- 10.1 Tenders must be submitted electronically via the DPS Portal by completing the online Tender document
- 10.2 Tenderers must submit a full response for every quality question and, where requested, must upload attachments. Unless specifically requested, please do not include appendices or additional documents to support your response as these will not be considered.
- 10.3 All attachments must be submitted in pdf form and must clearly indicate which question they relate to. The attachments must not exceed the maximum page limit specified for each question. The specified maximum page limit refers to sides of A4 when printed out in hard copy.
- 10.4 All responses to Tender questions and any attachments must comply with the following parameters:

Font	Calibri
Font size	Minimum of 11pt
Font spacing	Normal
Font scaling	Normal
Line spacing	Single
All margins	2.54cms

- 10.5 Responses to the quality questions (including any requested attachments) that exceed the stated maximum page limit for a question will be cropped at the limit set. Any excess words over the limit will not be evaluated.

11 TENDERS AND PROJECT CONFIDENTIALITY

- 11.1 Monitoring Services Providers will be required to sign a Monitoring Services Provider Contract Non-Disclosure Agreement (a template of which is available in the Document Library on the DPS Portal) as a condition of contract. Tenderers will be required to confirm in their Tenders that they have reviewed this document and that on award of the Contract by Innovate UK, they will enter into the Non-Disclosure Agreement.
- 11.2 If the successful Tenderer subsequently refuses to sign the Non-Disclosure Agreement, the Authority may refuse to enter into the Contract or, if already entered into, may terminate the Contract.

12 ABNORMALLY LOW TENDERS

- 12.1 Where Innovate UK receives a Tender which is abnormally low, it will require the Tenderer to explain in writing the price or cost proposed. Innovate UK will assess the information provided by the Tenderer and may reject the Tender where the evidence supplied does not satisfactorily account for the low level of price or cost proposed.

13 TIME PERIODS FOR THE RETURN OF TENDERS

- 13.1 The deadline for return of Tenders will be specified in the ITT.
- 13.2 Where practicable, Innovate UK intends to allow a period of 10 calendar days for the return of Tenders however Innovate UK reserves the right to specify a longer period in appropriate circumstances.
- 13.3 Innovate UK reserves the right to reject Tenders that are submitted after the deadline for the return of Tenders.

- 13.4 Innovate UK may sometimes make purchases from outside of the DPS. There is no requirement for Innovate UK to use the DPS in all situations. This process is, however, only anticipated to be used where there are exceptional circumstances and most purchases are expected to take place through the Monitoring Services DPS.

14 CONTRACT AWARD

- 14.1 Innovate UK is not bound to accept the lowest or any Tender.
- 14.2 If and when a Tender is successful and a Contract award decision made, a written notification will be sent to all Monitoring Services Providers who submitted a Tender for that Contract informing them whether their Tender was successful or not.
- 14.3 There is no requirement for Innovate UK to run a "standstill period" before awarding a Contract to a Monitoring Services Provider. In some instances, Innovate UK may decide to run a short standstill period (in which case Tenderers will be notified of this when they are notified whether their Tender has been successful or not) however this shall be in Innovate UK's absolute discretion.
- 14.4 Monitoring Services Providers are reminded that no Contract is entered into until the relevant contractual documents have been duly signed on behalf of Innovate UK, the successful Monitoring Services Provider and all other relevant parties and declared unconditional. No dialogue or communication with Innovate UK shall imply acceptance of any offer or constitute an indication that the Monitoring Services Provider will be awarded the contract.

PART 4: THE OPERATION OF THE DPS: CONTRACT PERFORMANCE

15 SPECIFICATION

- 15.1 The requirements for the Monitoring Services to be provided under the DPS are described in the Monitoring Services Specification. These requirements will apply to all Contracts awarded under the DPS.
- 15.2 The Project Brief will detail any amendments to the requirements in the Specification and/or any additional Project-specific requirements.

16 CONTRACT TERMS AND CONDITIONS

- 16.1 The terms and conditions which will apply to Contracts awarded under the DPS will be those set out in the Monitoring Services Provider Contract as supplemented by Special Conditions set out in the Invitation to Tender.

17 SECURITY REQUIREMENTS

- 17.1 Due to the subject matter of some of the Projects to be monitored through the DPS, some Contracts awarded under the DPS will involve the monitoring

of Projects or working with Project Participants which give rise to particular security requirements.

- 17.2 This may mean that it is necessary for particular security checks to be carried out on the MSP (and/or the Key Personnel) or for security clearance to be held by an MSP (and/or the Key Personnel) to monitor particular Projects.
- 17.3 In addition, there may be particular requirements for the performance of monitoring for certain Projects. For example, in relation to attendance at Project Participant premises or in communications with Project Participants.
- 17.4 The Project Brief will set out the security requirements for a Project and MSPs so that MSPs are aware of the security checks required and security requirements before tendering.
- 17.5 In submitting a Tender, MSPs:
 - 17.5.1 acknowledge that Innovate UK has the right to undertake (or request that the MSP undertakes) the security checks set out in the Project Brief in respect of the MSP and Key Personnel before accepting a Tender and to reject a Tender where the security checks are not clear; and
 - 17.5.2 agree to comply with the security requirements of the Project Participants, Innovate UK and related third parties which are set out in the Project Brief and any additional reasonable security requirements communicated to MSPs during the Contract term.

18 PERFORMANCE

- 18.1 Monitoring Services Providers' performance will be assessed in accordance with the key performance indicators (KPIs) at Schedule 5 of the Contract. Where a Monitoring Services Provider fails to achieve three of those KPIs in a given Review Period giving rise to a Material Breach of the Contract (as defined in the Contract), Innovate UK shall be entitled to suspend the Monitoring Services Provider's appointment to the DPS for the relevant Lot or for all Lots by giving notice of the Material Breach and the suspension and requesting details of how the MSP proposes to prevent such failures occurring on future Contracts.
- 18.2 If Innovate UK provides notice to the MSP of a suspension, the MSP shall be suspended from the DPS until the information requested in the notice has been provided to Innovate UK and until Innovate UK confirms that the information provided is satisfactory.
- 18.3 Suspension from the DPS shall not affect other Contracts which have been awarded to the MSP prior to the date of the notice of suspension. However, MSPs will not be invited to tender for new Contracts during a suspension period.

- 18.4 For the avoidance of doubt, Innovate UK reserves the right to request MSPs to provide an updated Application Form and supporting documentation at any time in the life of the DPS (as confirmed at paragraph 4.7 above), but in particular where there have been failures to meet KPIs. Innovate UK will reassess the Application Form in accordance with the process outlined at paragraph 5 above.

PART 5: IMPORTANT NOTICES

19 RIGHT TO REJECT AND/OR DISQUALIFY

- 19.1 Innovate UK reserves the right to reject an Application Form or Tender, and/or disqualify the Monitoring Services Provider from the DPS where:
- 19.1.1 any of the Exclusion Grounds apply at any stage during the validity of the DPS (subject to "self-cleaning");
 - 19.1.2 the Monitoring Services Provider (or any member of its proposed consortium (or sub-contractor with a significant role in delivering key contract requirements)) is guilty of serious misrepresentation in relation to its Application Form, Tender, and/or its conduct as a Monitoring Services Provider appointed to the DPS; or
 - 19.1.3 there is a change in identity, control or other factor impacting whether the Monitoring Services Provider meets the Minimum Selection Criteria;
 - 19.1.4 the Monitoring Services Provider fails to provide (within a timescale specified by Innovate UK) any supporting documentation / information reasonably required by Innovate UK in order to verify whether any Exclusion Grounds apply (subject to self-cleaning) or whether the Minimum Selection Criteria are met.
- 19.2 Please note that following the submission of Application Forms, Monitoring Services Providers are required to immediately notify Innovate UK of any changes (or foreseeable potential changes) to the information submitted (including but not limited to the Exclusion Grounds, conflicts of interest information in respect of the Application Form and information about consortium members and sub-contractors). Innovate UK may make a revised assessment of the Application Form based on the updated information.
- 19.3 Monitoring Services Providers are permitted to re-apply to join the DPS even after rejection or disqualification.

20 CHANGES TO CONSORTIA

- 20.1 The Consortium Members of any Monitoring Services Provider and the principal relationships between Consortium Members may not be changed in

relation to this Procurement Process unless Innovate UK's prior consent has been given, and subject to:

- 20.1.1 any replacement Consortium Member meeting the Minimum Selection Criteria; and
 - 20.1.2 any other condition which the Authority may specify having been met.
- 20.2 Innovate UK reserves the right, at its absolute discretion, to refuse to allow any change in the Consortium Members of any Monitoring Services Provider and/or the principal relationships between Consortium Members.
- 20.3 Innovate UK reserves the right, at its absolute discretion, not to consider any Tender where there is a change in the Consortium Members of any Monitoring Services Provider and/or the principal relationships between Consortium Members.

21 SUB-CONTRACTING ARRANGEMENTS

- 21.1 Where the Monitoring Services Provider proposes to use one or more sub-contractors to deliver some or all of the contract requirements, section 1.2(b)(ii) of the Application Form must be fully completed providing details of the proposed bidding model that includes members of the supply chain, the percentage of work being delivered by each sub-contractor and the key contract deliverables each sub-contractor will be responsible for.
- 21.2 The Authority recognises that arrangements in relation to sub-contracting may be subject to future change, and may not be finalised until a later date. However, Monitoring Services Providers should be aware that where information provided to Innovate UK indicates that sub-contractors are to play a significant role in delivering key contract requirements, any changes to those sub-contracting arrangements may affect the ability of the Monitoring Services Provider to Tender for Contracts. Monitoring Services Providers should therefore notify Innovate UK immediately of any change in the proposed sub-contractor arrangements. Innovate UK reserves the right to remove a Monitoring Services Provider from the DPS List, based on an assessment of the updated information.

22 CANVASSING AND NON-COLLUSION

- 22.1 Except as specifically authorised by Innovate UK, Monitoring Services Providers shall not approach or canvass Innovate UK with a view to providing information in respect of any part of their Application Form or Tender attempting to support or enhance their prospects of being admitted to the DPS or of being awarded a Contract under the Monitoring Services DPS.

23 RIGHT TO CANCEL OR VARY THE PROCESS

- 23.1 Innovate UK reserves the right to:

- 23.1.1 terminate the DPS (or any Application Form or Invitation to Tender process under it) at any time; and/or
 - 23.1.2 require a Monitoring Services Provider to clarify or amplify an Application Form or Tender response and/or provide additional or updated information at any time and may set deadlines for the Monitoring Services Provider to respond with such additional or updated information; and/or
 - 23.1.3 permit a Monitoring Services Provider to correct or amplify an Application Form or Tender response; and/or
 - 23.1.4 vary or change all or any part of the procedures or requirements for this DPS at any time subject to transparency and equal treatment requirements.
- 23.2 The publication of the DPS Documentation in no way commits Innovate UK to operate or to continue to operate the DPS nor to award any Contract under the DPS.

24 NO EXCLUSIVITY

- 24.1 Innovate UK is not required to use the DPS in order to award Contracts that fall within the scope of the subject matter of the DPS. They may therefore make purchases from organisations which are not on the DPS List and no exclusivity is to be implied as a result of the establishment of the DPS.

25 COSTS AND EXPENSES

- 25.1 All Monitoring Services Providers are solely responsible for their costs and expenses incurred in connection with the DPS (including the Application Form and Invitation to Tender process).

26 CONFIDENTIAL INFORMATION

- 26.1 Where information or documents are made available to Monitoring Services Providers as part of this process which relate to Projects and/or which are stated to be confidential ("the Confidential Information") the Monitoring Services Provider must at all times:
- 26.1.1 treat all Confidential Information as confidential;
 - 26.1.2 not disclose, copy, reproduce, distribute or pass the Confidential Information to any other person at any time;
 - 26.1.3 not use the Confidential Information for any purpose other than for the purposes of submitting (or deciding whether to submit) a Tender in relation to an Invitation to Tender; and

- 26.1.4 comply with the provisions of paragraph 30.1 below (which contains restrictions on publicity activity within any section of the media or similar).
- 26.2 Monitoring Services Providers shall procure that, if it is a Consortium, each Consortium Member who receives any of the Confidential Information is made aware of, and complies with, the confidentiality obligations in this paragraph.
- 26.3 Monitoring Services Providers may disclose, distribute or pass the Confidential Information to another person (including, but not limited to, for example, employees, consultants, sub-contractors or advisers, Monitoring Services Provider's insurers or funders) if either:
 - 26.3.1 this is done for the sole purpose of enabling a Tender to be made and the person receiving the Confidential Information undertakes in writing to keep the Information confidential on the same terms as set out in these DPS Rules; or
 - 26.3.2 the Monitoring Services Provider obtains the prior written consent of Innovate UK in relation to such disclosure, distribution or passing of the Information.

27 CONFLICTS OF INTEREST

- 27.1 Innovate UK is concerned with effectively preventing, identifying, and remedying any conflicts of interest arising in the conduct of the DPS so as to avoid any distortion of competition and to ensure equal treatment of all Monitoring Services Providers during the period of validity of the DPS (including at the Application stage).
- 27.2 For these purposes, a conflict of interest shall at least cover (but is not limited to) any situation where relevant staff members (i.e. those who are involved in the DPS) 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.
- 27.3 Monitoring Services Providers must: (a) consider whether any actual or potential conflicts of interest exist; (b) contact Innovate UK via the DPS Portal prior to submission of the completed Application to discuss actual or potential conflicts they have identified; and (c) if admitted to the DPS, continue to keep the position in relation to whether conflicts of interest exist under review.
- 27.4 Monitoring Services Providers should note that Innovate UK reserves the right to disqualify Monitoring Services Providers in accordance with Regulation 57(8)(e) of the Public Contracts Regulations 2015 where there is a conflict of interest which cannot be remedied to Innovate UK's satisfaction.

28 FREEDOM OF INFORMATION

- 28.1 Innovate UK is subject to the requirements of the Freedom of Information Act 2000 (the "Act") and the Environmental Information Regulations 2004 ("EIR"). Accordingly, all information submitted to Innovate UK may need to be disclosed by them in response to a request under either the Act or the EIR (a "Request").
- 28.2 In making any submission during this procurement process (including Application Forms and Tenders), each Monitoring Services Provider acknowledges and accepts that information contained therein may be disclosed by Innovate UK under the Act or EIR without consulting the Monitoring Services Provider, although Innovate UK will endeavour to consult with the Monitoring Services Provider and consider its views before doing so.
- 28.3 If Monitoring Services Providers consider that any information made available to Innovate UK is commercially sensitive, they should identify it to Innovate UK and explain why they consider it to be commercially sensitive. The decision on whether to disclose it under the Act or the EIR shall rest with Innovate UK.

29 DATA HANDLING AND RETENTION

- 29.1 Under the Data Protection Act 1998 and the General Data Protection Regulations 2018, Innovate UK is required to explain why it is asking for information about individuals, how it intends to use that information and whether that information will be shared with anyone else.
- 29.2 The Privacy Notice annexed to these DPS Rules at Appendix 1 provides further detail including details of your rights in respect of your information.

30 PUBLICITY

- 30.1 Monitoring Services Providers shall not undertake (or permit to be undertaken) at any time, whether at application stage, when they are admitted to the DPS or after the Contract has been entered into, any publicity activity with any section of the media in relation to the DPS or a Contract awarded under it other than with the prior written agreement of Innovate UK. Such agreement shall extend to the content of any publicity. In this paragraph the word "media" includes (but without limitation) radio, television, newspapers, trade and specialist press, the internet and email accessible by the public at large and the representatives of such media.

31 LIABILITY

- 31.1 Whilst prepared in good faith, the DPS Documentation is intended only to provide a background explanation of the DPS and is not intended to form the basis of any decision on whether to enter into any contractual relationship with Innovate UK. The DPS Documentation does not purport to be all-inclusive, to contain all of the information that a Monitoring Services Provider

may require or to have been independently verified. The DPS Documentation should not be relied on as an investment recommendation of the DPS made by Innovate UK to the Monitoring Services Provider.

31.2 Innovate UK:

31.2.1 does not make any representation or warranty (express or implied) as to the accuracy, reasonableness or completeness of the DPS Documentation provided. Any persons considering entering into a contractual relationship with Innovate UK should make their own investigations and independent assessment of Innovate UK and its requirements for the DPS and should seek their own professional technical, financial and legal advice; and

31.2.2 excludes all liability for any loss or damage (whether caused by contract, tort (including negligence), misrepresentation or otherwise) (other than in respect of fraud or fraudulent misrepresentation or personal injury or death) in relation to the DPS Documentation and/or arising as a result of reliance on the information in the DPS Documentation or any subsequent information made available to Monitoring Services Providers. Any and all liability is expressly excluded to the maximum extent permissible by law.

32 PROCUREMENT INFORMATION

32.1 Innovate UK reserves the right to:

32.1.1 publish the DPS List;

32.1.2 provide information about a winning Tender to unsuccessful Tenderers as part of a debriefing process (which may include information about price);

32.1.3 publish information on Contracts Finder (including but not limited to the value of any Contract awarded); and

32.1.4 publish information in the Official Journal of the European Union (OJEU) concerning any Contract awarded (including but not limited to the value of any Contract awarded).

33 INTELLECTUAL PROPERTY

33.1 The DPS Documentation may not be reproduced, copied or stored in any medium without the prior written consent of Innovate UK except in relation to the preparation of an Application Form or Tender.

33.2 All documentation supplied by Innovate UK in relation to the DPS (and all DPS Documentation) is and shall remain the property of Innovate UK. Monitoring Services Providers are not authorised to copy, reproduce, or distribute the

information in the DPS Documentation at any time except as is necessary to produce an Application Form or Tender.

34 GOVERNING LAW

- 34.1 The DPS procurement and operation (including all ITT procedures run and subsequent Contracts awarded under the DPS) will be subject to English law and the exclusive jurisdiction of the English courts.

APPENDIX 1

PRIVACY NOTICE

1 PURPOSE OF OUR PRIVACY NOTICE

- 1.1 Under the Data Protection Act 1998 and the General Data Protection Regulation, the Authority as Data Controller is required to explain to you why we are asking for information about you, how we intend to use the information you provide to us and whether we will share this information with anyone else.

2 WHO ARE WE?

- 2.1 We are Innovate UK, funders of Innovation Projects. Our address is Polaris House, North Star Avenue, Swindon SN2 1UE.

3 OUR DATA PROTECTION OFFICER

- 3.1 Our Data Protection Officer is responsible for overseeing what we do with your information and monitoring our compliance with data protection laws.
- 3.2 If you have any concerns or questions about our use of your personal data, you can contact our Data Protection Officer by writing to The Data Protection Officer at Innovate UK, Polaris House, North Star Avenue, Swindon SN2 1UE or by emailing dataprotection@innovateuk.gov.uk

4 WHY ARE WE COLLECTING YOUR INFORMATION?

- 4.1 The information that you provide on the form is required by us as it is essential in order for us to assess your suitability and capability to provide Monitoring services under contractual agreement with us. Without this information, we will not be able to enter into a contract with you.

5 WHAT INFORMATION ARE WE COLLECTING?

- 5.1 The only information we are collecting about you is the information which you provide to us on the Questionnaire or other documents necessary for the purpose of applying to become a pre-qualified Monitoring Services Provider or for bids in response to an Invitation To Tender.
- 5.2 Some of the information which we collect will be special categories of personal data (also called sensitive personal data), which includes criminal records and nationality.

6 WHAT ARE WE GOING TO DO WITH YOUR INFORMATION?

- 6.1 The information which you provide to us will be used for the following purposes:
- 6.1.1 it will be stored and used by us in accordance with this Privacy Notice and also in accordance with your rights under the Data Protection Act 1998 and the General Data Protection Regulation;
 - 6.1.2 it will be collected and used fairly and openly for the purpose of providing our services to you in accordance with the contract between you and us;
 - 6.1.3 it will allow us to assess your capability and suitability for the provision of Monitoring services which meet our needs;

- 6.1.4 it will be used in order to determine your success or otherwise in bidding for any Invitation To Tender to which you may decide to respond; and
- 6.2 Some of the information which we collect will be special categories of personal data (also called sensitive personal data – see 5.2). You need to be aware that we will use this information in response to exercise of a function of the Crown, a Minister of the Crown or a Government Department, to ensure that we can discharge our legal responsibilities and can contract effectively with you.

7 WHAT IS THE LEGAL BASIS FOR USING YOUR INFORMATION UNDER THE GDPR?

- 7.1 In accordance with data protection laws, we must have a "legal basis" for collecting and using information about you. There are a variety of different legal bases for processing personal data which are set out in the data protection laws.
- 7.2 The lawful basis on which we rely in order to use the information which we collect about you for the purposes set out in this notice is:
- 7.2.1 in order to use the information which we collect about you for the purposes set out in this notice will be that it is necessary to do so in the performance of a task carried out in the public interest (Article 6(1)(e)). The public interest concerned is the exercise of a function conferred on Innovate UK by an enactment.
 - 7.2.2 in order to use the sensitive personal data / special categories of personal data which you provide will be that it is necessary to do so for reasons of substantial public interest based on UK law (Article 9(2)(g)). The substantial public interest concerned is the exercise of a function conferred on Innovate by an enactment.
 - 7.2.3 in order to use the personal data relating to criminal convictions and offences which you have provided us is that it is necessary for the exercise of a function conferred on Innovate UK by an enactment (Article 6(1)(e) and Article 10).^{1,2}

8 SHARING YOUR INFORMATION

Innovate UK's Affinity Partner Group

- 8.1 Innovate UK has a number of associated 'Affinity Partners' (see 8.3) which form a restricted close 'family' of organisations with each of which Innovate UK has delivery partnership and/or data-sharing arrangements. We may share your information with individual Affinity Partner organisations where necessary in accordance with the terms and conditions of any contract(s) we may award you, in response to exercise of a function of the Crown, a Minister of the Crown or a Government Department, and to ensure that we can discharge our legal responsibilities. For example, we might pass

¹ It is a lawful basis to process personal data where such processing is necessary for the performance of a task carried out in the public interest (Article 6(1)(e)). 'Public interest' in this context includes the exercise of a function conferred on a person by an enactment (defined in section 7(c) of the Data Protection Bill 2018).

² Under Article 10 provisions are subject to Member State law. The Data Protection Bill 2018 prescribes when data relating to criminal convictions and offences can be used by data controllers. Under Part 2 of schedule 1, Innovate UK uses such data where it is necessary for the exercise of a function conferred on Innovate UK by an enactment.

your contact details to a funding Dept. for whom we're delivering Projects, in the event that they were auditing the effectiveness of their programme delivery or had an issue specific to a Project for which you are providing Monitoring Services. We would notify you beforehand of our intention to do so.

- 8.2 The obligations which are set out in this notice shall apply to the other members of the Group to the same extent that they apply to us. Only the minimum necessary element of your information will be passed to the relevant Affinity Partner in the group, only where it is necessary to do so in order to extend elements of the services you may provide for us to the Affinity Partner in accordance with the terms and conditions of any contract(s) we may award you, in response to exercise of a function of the Crown, a Minister of the Crown or a Government Department, and to ensure that we can discharge our legal responsibilities.
- 8.3 For more information on which companies make up the Affinity Partner Group, please go to <https://www.gov.uk/government/organisations/innovate-uk/about/personal-information-charter#affinity-partners>

Contractors and sub-contractors

- 8.4 It may occasionally be necessary to share information about you with contractors and sub-contractors we may engage for specific tasks e.g. for investigative audit, but **not** for the provision of Monitoring Services, from time to time in order to provide and improve the services we deliver for our stakeholders including you, in accordance with the contract between us. We will only share information about you with the contractors and sub-contractors which is relevant and necessary. The contractors and sub-contractors shall be contractually required to ensure that they adhere to the security requirements imposed by the Data Protection Act 1998 and / or the General Data Protection Regulation (as applicable).
- 8.5 Our contractors and sub-contractors will not share your information with any other parties and will only be able to use the information when completing work on our behalf.

Regulators and other legal obligations

- 8.6 We may also be required to share your information with our regulators who are permitted access to this information by law and with other organisations where we have a legal obligation to share the information with them, e.g. the Information Commissioner's Office etc.

Other organisations

- 8.7 We may from time to time share your information with other organisations, such as:
- 8.7.1 the police or National Crime Agency for the purpose of detection and prevention of crime; or
 - 8.7.2 organisations with a function of auditing and / or administering public funds for the purpose of detection and prevention of fraud, such as the National Audit Office;

9 TRANSFERRING YOUR INFORMATION ABROAD

- 9.1 We will not transfer the information you provide to us outside of the United Kingdom.

10 SECURITY OF YOUR PERSONAL INFORMATION

10.1 The information that you provide will be stored securely on our electronic systems. Our security measures and procedures reflect the seriousness with which we approach security and the value we attach to your information.

10.2 Only relevant members of staff have access to the information you provide to us, using fully auditable individual accounts.

11 CAN WE USE YOUR INFORMATION FOR ANY OTHER PURPOSE?

11.1 In the very unlikely circumstance that we may wish to use your information for a purpose other than those set out in this policy, we will provide you with information relating to that other purpose before using it for the new purpose.

12 STORING YOUR INFORMATION AND DELETING IT

12.1 We will store the personal data which you provide to us only for as long as it is necessary to perform our mutual contractual obligations. Once the contract has come to an end, we will review the information which we hold concerning you and determine whether there are any reasons why we need to continue holding that information. When the identified purpose comes to an end, unless there is another identifiable purpose for which it is necessary to hold on to your information, we will delete your information.

13 YOUR RIGHTS

13.1 In relation to the information which we hold about you, you are entitled to:

13.1.1 ask us for access to the information;

13.1.2 ask us to rectify the information where it is inaccurate or is incomplete;

13.1.3 ask us to erase the information and take steps to ask others who we have shared your information with to also erase it;

13.1.4 ask us to limit what we do with your information;

13.1.5 object to our use of your information and ask us to stop that use;

13.1.6 instruct us to provide you with the information we hold about you in a structured and commonly used format or transmit that information directly to another organisation.

13.2 Our obligations to comply with the above rights are subject to certain exemptions.

13.3 Where we are using your information because you have provided your consent to that use, you are entitled to withdraw your consent at any time. The lawfulness of our use of your information before consent was withdrawn is not affected.

13.4 You also have the right to complain to the Information Commissioner's Office (the "ICO") if you are not satisfied with the way we use your information. You can contact the ICO by writing to Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, Cheshire, SK9 5AF.

Annex 2: THE PUBLIC CONTRACTS REGULATIONS

- 1 The Public Contracts Regulations 2015 (PCR) give effect to the provisions of the EU Directive on public procurement in England and Wales. The PCR apply to contracting authorities procuring public contracts (which we understand includes Innovate).²
- 2 Regulation 57 PCR states that contracting authorities must exclude an economic operator (EO) from participation in a procurement procedure where the EO has been convicted of any of the offences listed in that Regulation in the last 5 years. The offences which require mandatory exclusion include fraud and money laundering. There are also discretionary grounds for discretionary exclusion which include insolvency and conflicts of interest.
- 3 Regulation 107 PCR requires contracting authorities to have regard to any guidance issued by the Minister for the Cabinet Office in relation to the qualitative selection of EOs. The guidance issued under this Regulation (PPN 8/16) states that contracting authorities must use the standard form selection questionnaire (SQ) issued by the Crown Commercial Service (appended to PPN 8/16) for all above-threshold procurements.
- 4 Part 2 of the standard SQ contains questions around whether the EO has committed any of the offences or been found to have been involved in the conduct detailed in Regulation 57.
- 5 The guidance states that contracting authorities are not allowed to change the content of Parts 1 and 2 of that form (i.e. they must ask the questions set out there).
- 6 Therefore, assuming Innovate is a contracting authority conducting an above-threshold procurement, it is required to use the standard form SQ and therefore to ask the questions contained in the SQ regarding criminal convictions.

² We have been informed by Innovate that it is a contracting authority but we have not examined this point separately.