

Mezzanine Floor,
International House,
1 St Katharine's Way,
E1W 1UN

Telephone
020 7591 6000

Facsimile
020 7591
6001

Textphone
020 7591
6255

Website
www.heritagefund.org.uk

Social
#NationalLotteryHeritageFund



RESTRICTED DOCUMENT

Services Contract

Account Code: 91500

Service Provider Wavehill Ltd

Services: HERITAGE PLACES AND RESEARCH

Date: 8.7.2021

Contents

A. GENERAL PROVISIONS.....	8
A1. Definitions and interpretations	8
A2. Term of this Contract.....	8
A3. Provision of Services.....	8
A4. Relationship.....	9
A5. Severability	9
A6. Waiver	9
A7. Intellectual Property Rights.....	9
A8. Sub-contracting.....	10
A9. Assignment.....	11
A10. Conflicts of interest	11
A11. Land or premises	11
A12. Property	12
A13. Notices.....	12
A14. Offers of employment.....	13
A15. Special Conditions –.....	13
A16. Representatives	13
B. STATUTORY OBLIGATIONS AND REGULATIONS	13
B1. Audit.....	13
B2. Prevention of corruption	13
B3. Access to information	14
B4. Compliance with discrimination legislation and public duties	15
B5. Confidentiality	15
B6. Value Added Tax	16
B7. Publicity	17
B8. Rights of third parties.....	17
C. THE SERVICES	17
C1. Service Provider's personnel.....	17
C2. Key Personnel	18
C3. Standard of work.....	19

C4.	Security of Confidential Information	19
C5.	Monitoring of performance.....	19
C6.	Reports	20
C7.	Surveys	20
C8.	Environmental requirements.....	20
C9.	Risk	20
C10.	Variation of requirement	20
C11.	Amendment of Contract	21
D.	PAYMENT	21
D1.	Fees and expenses	21
D2.	Recovery of sums due.....	21
D3.	Final payment.....	21
D4.	Limitations on payment.....	22
D5.	Fee and invoice disputes	22
E.	LIABILITY AND INSURANCE	22
E1.	Liability	22
E2.	Insurance	23
F.	END OF CONTRACT AND BREACH	23
F1.	Termination.....	23
F2.	Remedies cumulative	25
F3.	Survival	25
F4.	Break	25
F5.	End of Contract assistance	26
G.	LAW AND DISPUTE RESOLUTION.....	26
G1.	Dispute resolution.....	26
G2.	Contract is not exclusive.....	27
G3.	Governing law	27
G4.	Entirety.....	27
G5.	Pre-contractual documents and other terms and conditions	28
	Schedule A – Contract details	29
Item 1	- Start Date	29

Item 2	- Completion Date	29
Item 3	- Tender information	29
Item 4	- Fund's representatives	29
Item 5	Service Provider's representatives	29
Item 6	- Key Personnel	29
Item 7	- Standards	29
Item 8	- Assistance of NHMF	30
Item 9	- Progress reports due date	30
Item 10	- Final Progress report due date	30
Item 12	- Fund's liability limitation	30
Item 13	- Insurance period	30
Item 14	- Public liability	30
Item 15	- Professional indemnity	30
Item 16	- Break notice period	30
Item 17	- Services description	30
Item 18	- Timetable	30
Item 19	- Authorised sub-contractors	30
Item 20	- Exit assistance	30
Item 21	- Special Conditions	31
Annexure to Schedule A – Statement of work		32
Scope of Services		32
1.	Scope of Services	32
2.	Inception Meeting and Delivery Plan	32
3.	Description of Services	32
4.	Deliverables	34
4.1	We expect the research to begin late June and be completed by 22 ND OCTOBER. The final report shall be submitted to the Fund by 22 ND OCTOBER	34
5.	Location of performance	34
Appendix: Accessibility and formatting guidance		35
Readability		35
Accessibility		35
Formatting		35

Spacing.....	35
Alternative text.....	35
Images.....	35
Tables.....	36
Additional documents	36
Acknowledgement	36
Further resources	36
Schedule B – Acceptance Procedures.....	37
Schedule C – Change Control Procedures	38
Annexure to Schedule C – Change Request Form.....	39
Schedule D – Financial obligations	41
Item 1 - Service Provider’s VAT registration number	41
Item 2 - Fees	41
Item 3 - Time of payment.....	41
Item 4 - Method of payment.....	41
Item 5 - Time of invoice	41
Item 6 - Invoice address	41
Schedule E – Definitions and interpretation	42
1. Definitions.....	42
2. Interpretation	44
Signing page	45
1. Overview	47
2 Method	49
3 Outputs	49
4 Contract management	50
5 Award Criteria.....	51
Quality Questions scoring methodology	52
Price Criterion at 30%.....	52
Table A - Schedule of Charges	53
6 Procurement Process	54

Appendix A: Accessibility and formatting guidance..... 55

Readability..... 55

Accessibility 55

Formatting 55

Spacing..... 55

Alternative text 56

Images 56

Tables 56

Additional documents 56

Acknowledgement 56

Further resources 56

Services Contract

THIS CONTRACT is made this the 8th day of July 2021, between

Name: The Trustees of the National Heritage Memorial Fund (NHMF)

Notice details: 7 Holbein Place, London SW1W 8NR

and

Name: Wavehill Ltd

Company number: 07117314

Short form name: N/A

Notice details: 52 Cecile Park, Crouch End, London, N8 9AS

BACKGROUND:

- I. NHMF is a non-departmental public body . The National Heritage Act established a National Heritage Memorial Fund to be a memorial to those who died for the United Kingdom and to provide grants to help acquire the UK's most precious heritage at risk of loss, as a permanent memorial and to help people explore, enjoy and protect the heritage they care about. The National Heritage Memorial Fund was vested in and administered by the body corporate known as the Trustees of the National Heritage Memorial Fund. Under the National Lottery Act etc. 1993 the Trustees of the National Heritage Memorial Fund also became responsible for the distribution of the proportion of National Lottery proceeds allocated to heritage from the National Lottery Distribution Fund. The fund is known as the National Lottery Heritage Fund (the Heritage Fund).
- II. NHMF requires the supply of Services and the Service Provider has represented to NHMF that it has the skills and expertise necessary to supply those Services to the satisfaction of NHMF.
- III. NHMF wishes to engage the Service Provider to provide the Services and, in consideration for the Charges, the Service Provider has agreed to supply the Services on the terms and conditions of this Contract.

IT IS AGREED THAT:

A. GENERAL PROVISIONS

A1. Definitions and interpretations

The definitions and interpretations for this Contract are set out in Schedule E.

A2. Term of this Contract

This Contract starts on the Start Date and ends on the Completion Date, unless the Contract is extended by NHMF under the Change Control Procedures, subject always to the termination, break and variation provisions in this Contract.

A3. Provision of Services

A3.1 The Service Provider must make all reasonable enquiries of NHMF to ascertain its requirements and provide the Services:

A3.1.1 with reasonable skill, care and diligence that would be reasonably expected from a prudent and experienced provider of services which are similar to the Services;

A3.1.2 in accordance with the description and timetable of services as well as key performance indicators stated in Schedule A to this Contract;

A3.1.3 in accordance with terms, conditions and provisions of this Contract and its Schedules, as well as all applicable laws, regulations, Standards and policies;

A3.1.3 - in compliance with all reasonable directions and instructions provided by NHMF; and

A3.1.4 -to NHMF's satisfaction.

A3.2 The Service Provider must provide each Deliverable by the due date specified for that Deliverable in this Contract. If either party considers a Deliverable due date may not be met, the Service Provider must provide NHMF with a report identifying the nature of the delay, its cause and its anticipated duration. The report must also set out the procedures and resources the Service Provider proposes to apply to overcome and rectify the delay and to ensure the impact of the delay is minimised and future performance of the Contract is not adversely affected. The Service Provider acknowledges that a failure to meet any due date may result in NHMF suffering loss or damage.

A3.3 The Service Provider warrants that:

A3.3.1 it has full corporate power and lawful authority to execute this Contract and to perform its obligations under this Contract; and

A3.3.2 it will be available to perform the Services throughout the term specified in Clause A2 and will not owe obligations to a third party during the term that are likely to adversely affect its capacity to perform the Services.

A4. Relationship

The Service Provider, in carrying out the Services, is an independent service provider and not NHMF's servant or agent. The Service Provider cannot make any promise, warranty or representation, or execute any contract or deal on NHMF's behalf.

A5. Severability

The parties agree that the provisions of this Contract are reasonable in all the circumstances. If any clause of this Contract, or part of a clause, is held to be illegal or unenforceable, the validity or enforceability of the remainder of the Contract or that clause shall not be affected.

A6. Waiver

A failure by either party to enforce any part of this contract will not affect the rights of that party to require performance by the other party subsequently. Any waiver of a breach of this contract must be in writing signed by the party granting the waiver and will only be effective to the extent specifically set out in that waiver. The waiver of any breach will not be taken as a waiver of any subsequent breach.

A7. Intellectual Property Rights

- A7.1 All Intellectual Property Rights arising out of the performance of the Contract by the Service Provider (or its employees, agents or sub-contractors), including any Materials and any future Intellectual Property Rights, are assigned to NHMF on creation and will be owned by NHMF.
- A7.2 The Service Provider must procure the necessary rights from its employees, agents and sub-contractors to ensure their Intellectual Property Rights are assigned to NHMF under Clause A7.1.
- A7.3 The Service Provider grants NHMF a non-exclusive, worldwide, royalty free, perpetual, irrevocable licence (including the right to grant sub-licences) to use and disclose the Service Provider's Background IP to the extent necessary for NHMF to use and exploit the Materials.
- A7.4 Subject to Clause B5, NHMF grants the Service Provider a non-transferable, worldwide, revocable, royalty free, non-exclusive licence to use and reproduce all Materials, and NHMF's Background IP, solely for the purpose of complying with this Contract.
- A7.5 The Service Provider must obtain consent from NHMF before it publishes the results of any work undertaken in connection with this Contract, which NHMF may withhold in its absolute discretion or grant subject to conditions.
- A7.6 Each party will do all things reasonably necessary (including signing documents within a reasonable time) to comply with the provisions of this Clause A7, at the request and expense of the other party.
- A7.7 Nothing in this Contract prevents the Service Provider from contesting the validity of any patent(s) filed pursuant to this Contract in any legal proceedings and NHMF acknowledges that any patent application will not include any of the items or rights which fall within Clause A7.9.
- A7.8 The Service Provider will pay all royalties and fees on copyright, processes and registered designs of any equipment, systems and publications used, installed or incorporated by the Service Provider as part of a Deliverable under this Contract and shall defend, at its expense,

any third party claim that any Deliverable provided as part of the Services infringes UK Intellectual Property Rights provided NHMF:

A7.8.1 allows the Service Provider conduct of the defence of such claim, including any settlement;

A7.8.2 makes no prejudicial admission or statement;

A7.8.3 notifies the Service Provider promptly of any claim; and

A7.8.4 actively co-operates and assists the Service Provider, at its expense, in the defence of the claim.

In the event that any damages are finally awarded against NHMF in respect of such a claim or agreed by the Service Provider in final settlement, these will be paid by the Service Provider. This indemnity will not apply if the infringement is the result of:

A7.8.5 NHMF (or any other party) modifying or misusing the relevant Deliverable;

A7.8.6 the failure of NHMF to use enhancements or modifications offered by the Service Provider to avoid infringement; or

A7.8.7 - the use of information, documents, facilities or items supplied by NHMF for the purposes of the Services.

The indemnity in this Clause A7.8 constitutes NHMF's sole and exclusive remedy and the Service Provider's entire liability with respect to any part of the Services infringing any third party Intellectual Property Rights of any kind.

A7.9 NHMF acknowledges that in the course of the delivery of the Services the Service Provider may:

A7.9.1 use products, materials or methodologies proprietary to the Service Provider or a third party; or

A7.9.2 produce proprietary material or methodologies that are not part of the Deliverables. NHMF agrees that it will not have, and will not obtain, rights to such proprietary products, methods and methodologies except pursuant to a separate written agreement on terms to be agreed.

A8. Sub-contracting

A8.1 NHMF acknowledges and agrees that the Service Provider may sub-contract part of this Contract to those parties set out in Item 19 of Schedule A, to the extent set out in that Item 19.

A8.2 Except as set out in Clause A8.1, the Service Provider will not assign or sub-contract any part of this Contract without the prior written consent of NHMF, which it may withhold (in its absolute discretion) or grant subject to conditions. In considering the Service Provider's request, NHMF may request details of any proposed sub-contractor and the personnel the sub-contractor proposes to use to perform the Services.

A8.3 If NHMF consents to the Service Provider sub-contracting any part of this Contract under Clause A8.1 or Clause 8.2:

A8.3.1 it does not relieve the Service Provider of any obligation or duty attributable to the Service Provider under this Contract; and

A8.3.2 the Service Provider must ensure that a term is included in the sub-contract which requires the Service Provider to pay all sums due to the sub-contractor within a specified period not exceeding 30 days from the date of receipt of a valid invoice (as defined by the terms of that sub-contract).

A9. Assignment

A9.1 Subject to Clause A9.2, NHMF may:

A9.1.1 assign, novate or otherwise dispose of its rights and obligations under this Contract or any part thereof to any contracting authority (as defined in Regulation 2(1) of the *Public Contracts Regulations 2015*) (a "Contracting Authority") provided that any such assignment, novation or other disposal shall not increase the burden of the Service Provider's obligations pursuant to this Contract; or

A9.1.2 novate this Contract to any other body (including but not limited to any private sector body) which substantially performs any of the functions that previously had been performed by any Contracting Authority.

A9.2 If the Contract is novated to a body which is not a Contracting Authority pursuant to Clause A9.1.2 ("Transferee"):

A9.2.1 the rights of termination of NHMF in Clause F1 shall be available to the Service in the event of the bankruptcy, insolvency or default of the Transferee; and

A9.2.2 the Transferee shall only be able to assign, novate or otherwise dispose of its rights and obligations under this Contract or any part thereof with the previous consent in writing of the Service Provider.

A10. Conflicts of interest

The Service Provider must use its best endeavours to ensure that the Service Provider, its employees or sub-contractors are not placed in a position where there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of such persons and the duties owed to NHMF under the provisions of this Contract. Immediately on becoming aware or suspecting such a conflict, the Service Provider will disclose the particulars of the conflict to NHMF and co-operate with any reasonable measures implemented by NHMF to manage the conflict.

A11. Land or premises

Any land or premises made available to the Service Provider by NHMF in connection with the Services under the Contract will be made available to the Service Provider free of charge and shall be used by the Service Provider solely for the purpose of performing the Contract. The Service Provider will have the use of such land or premises as licensee and will vacate the land or premises on completion, termination or abandonment of the Services. The Service Provider and the Service Provider's employees, servants, agents, suppliers or sub-contractors must observe and comply with rules and

regulations as may be in force at any time for the use of such premises determined by NHMF, and pay for the cost of making good any damage caused by the Service Provider, its employees, servants, agents, suppliers or sub-contractors other than fair wear and tear. For the avoidance of doubt damage includes damage to the fabric of the buildings, plant, fixed equipment or fittings therein.

A12. Property

- A12.1 Property issued or otherwise furnished in connection with this Contract will remain the property of NHMF and will be used by the Service Provider solely for the purpose of performing this Contract and for no other purposes whatsoever unless prior approval in writing of NHMF has been obtained.
- A12.2 All such property is deemed to be in good condition when received by or on behalf of the Service Provider unless it notifies NHMF to the contrary within fourteen days of receiving the property.
- A12.3 The Service Provider undertakes the safe custody of and the due return of all property and, subject always to the provisions of Clause E1.4, is responsible for all loss from whatever cause, and will indemnify NHMF against such loss. All property must be immediately returned to NHMF on or before the expiry or termination of this Contract.
- A12.4 The Service Provider is responsible for any deterioration in such property, except for any deterioration resulting from its normal and proper use in the execution of the Contract (but not insofar as the deterioration is contributed to by any want of due maintenance or repair), and will indemnify NHMF against such loss.
- A12.5 Neither the Service Provider nor any supplier or sub-contractor, nor any other person, shall have a lien on any such property for any sum due to the Service Provider, supplier, sub-contractor or other person, and the Service Provider shall take all reasonable steps to ensure that the title of NHMF and the exclusion of any such lien are brought to the notice of all suppliers and sub-contractors and any other persons dealing with any such property.
- A12.6 The indemnity contained in Clause A12.3 and Clause A12.4 survives the expiry or termination of this Contract.
- A12.7 Apart from any property (including equipment) provided by NHMF, the Service Provider will supply, at its own cost, all equipment required to perform the Services.

A13. Notices

Any notice given under or pursuant to the Contract may be sent by hand or by post or by registered post or by the recorded delivery service to the address of the party as set out at the front of this Contract (marked for the attention of the relevant representative set out in Clause A16 or, in the case of the Service Provider, the "Company Secretary"), or to such other address as the party may by notice have advised the other party, shall be deemed effectively given, if served personally at the time of service and if served by post, 48 hours after it was posted provided such 48 hours expires on a working day (being Monday-Friday when the Banks in the City of London are open to the public for business) and if not, such 48 hours shall be extended until the next working day.

A14. Offers of employment

For the duration of the Contract and for a period of up to six months after the Completion Date or earlier termination of the Contract, neither party shall employ or offer employment to any of the staff of the other party who have been associated with the delivery of the Services without prior agreement in writing.

A15. Special Conditions –

The parties agree to comply with the Special Conditions.

A16. Representatives

A16.1 NHMF's representatives for this Contract are set out in Item 4 of Schedule A.

A16.2 The Service Provider's representatives for this Contract are set out in Item 5 of Schedule A.

B. STATUTORY OBLIGATIONS AND REGULATIONS**B1. Audit**

B1.1 The Service Provider must keep and maintain until six years after the Contract has been completed, or as long a period as may be agreed between the Service Provider and NHMF, all information produced in the course of this Contract or relating to the Contract and all records of all expenditures which are reimbursable by NHMF to the Service Provider or its employees and sub-contractors which are paid for by NHMF on a time charge basis, invoices and monthly progress reports. The Service Provider will on reasonable advance notice afford NHMF, or NHMF's Representatives, access to such records.

B1.2 The Service Provider (and any person acting on the Service Provider's behalf) must permit the Comptroller and Auditor General or appointed representatives, access at no cost but upon reasonable notice to such documents (including computerised records and data) and other information relating to the Contract or the Services provided under the Contract as the Comptroller and Auditor General may reasonably require for the purposes of the Comptroller and Auditor General's financial audit of NHMF and for carrying out examinations into the economy, efficiency and effectiveness with which NHMF has used its resources. The Service Provider shall furnish such explanations as are reasonably required for these purposes. This clause does not constitute a requirement or agreement for the examination, certification and inspection of the accounts of the Service Provider by the Comptroller and Auditor General under Section 6(3)(d) of the *National Audit Act* of 1983.

B1.3 The provisions of this clause survive the expiry or termination of this Contract.

B2. Prevention of corruption

B2.1 The Service Provider undertakes to abide and procure that the Service Provider's employees, servants, suppliers, sub-contractors and agents abide by the provisions of the *Bribery Act 2010* particularly in relation to the giving or offering of any gift, consideration or commission of any kind as an inducement or reward to any person employed by NHMF or acting on its behalf with the intention of influencing them in the discharge of any responsibilities associated with this or any other Contract with NHMF.

B2.2 Where the Service Provider or the Service Provider's employees, servants, suppliers, sub-contractors or agents commit such an offence in relation to this or any other contract with NHMF, NHMF has the right to terminate this Contract and NHMF may elect not to award any further contracts to the Service Provider concerned and may recover any costs incurred by the termination from the Service Provider. Provided always that such termination shall not prejudice or affect any right of action or remedy which shall have accrued or shall accrue thereafter to NHMF and provided always that NHMF may recover from the Service Provider the amount or value of such gift, consideration or commission.

B2.3 The decision of NHMF will be final and conclusive in any dispute, difference or question arising in respect of:

B2.3.1 the amount of any such gift, consideration or commission; and

B2.3.2 the right of NHMF under this clause to terminate this Contract.

B3. Access to information

B3.1 The Service Provider's attention is hereby drawn to the *Data Protection Act 1998*.

B3.2 Both parties warrant that they will duly observe all their obligations under the *Data Protection Act 1998*.

B3.3 The parties shall comply with their respective obligations as the data controller and the data processor under the *Data Protection Act 1998* and any other applicable data protection laws and regulations (together, the "Data Protection Laws") in connection with this Contract.

B3.4 The parties agree that for all personal data (as defined in the Data Protection Laws) controlled by NHMF and processed in connection with this Contract:

B3.4.1 NHMF alone shall determine the purposes for which the personal data will be processed;

B3.4.2 NHMF shall be the data controller (as defined in the Data Protection Laws); and

B3.4.3 the Service Provider shall be the data processor (as defined in the Data Protection Laws).

B3.5 Where, in connection with this Contract, the Service Provider processes personal data on behalf of NHMF, the Service Provider shall:

B3.5.1 process the personal data only on written instructions of NHMF and to the extent reasonably necessary for the performance of this Contract;

B3.5.2 not disclose the personal data to any person except as required or permitted by this Contract or with NHMF's written consent; and

B3.5.3 implement appropriate technical and organisational measures to protect the personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, and against all other unlawful forms of processing.

- B3.6 The Service Provider must make available at its own cost any information reasonably requested by NHMF in connection with the Service Provider's performance under this Contract and shall allow such access to its premises and contact with its employees as is necessary for these purposes. NHMF may share information about this Contract with other funders, other Lottery distributors, Government departments, organisations providing matching funding and other organisations with a legitimate interest in Lottery applications as well as with members of the public who make a valid request for information under the *Freedom of Information Act 2000*.
- B3.7 In particular, the Service Provider must, and must procure that its employees or sub-contractors will, provide all necessary information and assistance as reasonably requested by NHMF to enable NHMF to respond to any request for information it receives and in compliance with the provisions of the *Freedom of Information Act 2000*.
- B3.8 NHMF shall be responsible for determining in its absolute discretion whether any commercially sensitive information or other information is exempt from disclosure or may be disclosed either without consulting the Service Provider or following consultation with the Service Provider and having taken its views into consideration.

B4. Compliance with discrimination legislation and public duties

- B4.1 The Service Provider must not unlawfully discriminate against or treat unfairly anyone on the grounds of their sex, age, religion or belief, sexual orientation, gender identity, political opinion, marital or civil partnership, pregnancy or maternity status within the meaning and scope of the provisions of the *Equality Act 2010*, the *Sex Discrimination (NI) Order 1975*, the *Race Relations (NI) Order 1997*, the *Disability Discrimination Act 1995*, the *Fair Employment Act (Northern Ireland) Order 1970*, the *Employment Equality (Sexual Orientation) Regulations (Northern Ireland) 2003* and the *Employment Equality (Age) Regulations (Northern Ireland) Act 2006*. In addition the Service Provider will meet its obligations under the public duties required by the *Equality Act 2010* (in Great Britain) and by Section 75 of the *Northern Ireland Act 1998* (in Northern Ireland).
- B4.2 The Service Provider will co-operate with any investigations or proceedings concerning any alleged contravention of any of the legislative requirements and public duties as specified in the provisions of Clause B4.1 and will indemnify NHMF in the case of any finding under the legislative requirements or public duties arising out of any acts or omissions by the Service Provider. This indemnity survives the expiry or termination of this Contract.
- B4.3 The Service Provider shall take all reasonable steps to ensure the observance of the provisions of Clauses B4.1 and B4.2 by all servants, employees or agents of the Service Provider and all sub-contractors and suppliers employed in the execution of the Contract. It will ensure that those involved in the provision of Services under this Contract receive appropriate training on equal opportunities legislation and associated good practice.

B5. Confidentiality

- B5.1 Each party (Receiving Party) must:

B5.1.1 keep secret and not disclose (and shall procure that its employees, affiliates and subcontractors keep secret and do not disclose) any Confidential Information of the other party (Disclosing Party) to any third party except:

B5.1.1.1 for disclosures permitted under Clause B5.2; and

B5.1.1.2 to the extent the Receiving Party is required by law to disclose the Confidential Information of the Disclosing Party; and

B5.1.2 only use the Confidential Information of the Disclosing Party for the purposes of this Contract.

- B5.2 The Receiving Party may disclose Confidential Information of the Disclosing Party to the Receiving Party's officers, employees and professional advisors who have a need to know (and only to the extent that they need to know) provided that before disclosure they have been directed to keep the Confidential Information confidential.
- B5.3 On the expiry or termination of this Contract the Receiving Party must deliver up to the Disclosing Party (or, at the Disclosing Party's written election, securely destroy) all Confidential Information of the Disclosing Party which is in its possession or control.
- B5.4 The Service Provider must clearly identify to NHMF any business or trade secret which would prejudice the commercial interests of the Service Provider if disclosed pursuant to a Freedom of Information request.
- B5.5 NHMF is entitled to disclose to any Contracting Authority or Transferee any Confidential Information of the Service Provider which relates to the performance of the Services by the Service Provider. In such circumstances, NHMF shall authorise the Contracting Authority or Transferee to use such Confidential Information only for purposes relating to the performance of the Services and for no other purposes and shall take all reasonable steps to ensure that such body accepts an obligation of confidence.
- B5.6 The Service Provider must not provide any information regarding the delivery of the Services under this Contract, or permit photography or film in connection with the Services or this Contract, without the prior written permission of NHMF. Any press, media or other enquiry about the Services or this Contract must be referred to NHMF's Representatives.

B6. Value Added Tax

- B6.1 NHMF shall pay the Value Added Tax on the Contract price at the rate and in the manner prescribed by law, from time to time.
- B6.2 Any invoice or other request for payment of monies due to the Service Provider under the Contract, shall, if he is a taxable person, be in the same form and contain the same information as if the same were a tax invoice for the purposes of Regulations made under the *Value Added Act 1994*.
- B6.3 The Service Provider shall, if so requested by NHMF, furnish such information as may reasonably be required by NHMF as to the amount of Value Added Tax chargeable on the value of the services supplied in accordance with the Contract and payable by NHMF to the Service Provider in addition to the Contract price. Any overpayments by NHMF to the Service Provider shall be a sum of money recoverable from the Service Provider for the purposes of the Conditions in the Contract regulating the recovery of sums due to NHMF.

B7. Publicity

- B7.1 The Service Provider (including its sub-contractor(s), agents, servants, suppliers and employees) must not, without the prior written consent of NHMF (which shall not be withheld unreasonably), advertise or publicly make any announcement regarding this Contract or that the Service Provider is undertaking work for NHMF.
- B7.2 In the event of any enquiries including media, Parliamentary or official enquiries being received by the Service Provider, its sub-contractor(s), agents, servants, suppliers or employees about this Contract, the delivery of the Services or any other matter relating to the Contract, the Service Provider or its sub-contractor(s), agents, servants, suppliers or employees shall immediately refer the matter to NHMF's Representative. Except for such referral, the Service Provider shall make no other formal or informal response without the prior written approval of NHMF.
- B7.3 The Service Provider (including its sub-contractor(s), agents, servants, suppliers and employees) must not commit any act, or omit to do any act, or do anything which attracts public or media attention that is prejudicial or otherwise detrimental to NHMF's name, messages or reputation. If such an event does occur, the Service Provider must immediately notify NHMF's Representative.

B8. Rights of third parties

A person who is not a party to this Contract shall have no right under the *Contract (Rights of Third Parties) Act 1999* to enforce any of its terms.

C. THE SERVICES**C1. Service Provider's personnel**

- C1.1 NHMF shall act reasonably and in good faith in making any decision or request of the Service Provider, its employees, agents, suppliers or subcontractors under or pursuant to this Contract.
- C1.2 The Service Provider shall take the steps reasonably required by NHMF to prevent unauthorised persons being admitted to NHMF's premises.
- C1.3 The Service Provider, its employees or agents whilst on the premises of NHMF in connection with the Contract shall, in all respects, conform to and comply with any requirements, rules, regulations and instructions that may be given by an employee or agent of NHMF or on its behalf, as to NHMF's employment and equality policies, the work environment, site and safety precautions and the conduct of the Service Provider, its employees or agents whilst engaged thereof.
- C1.4 If NHMF gives the Service Provider notice that any person must not:
- C1.4.1 be admitted to or is to be removed from NHMF's premises; or
 - C1.4.2 become involved in or is to be removed from involvement in the delivery of the Services,

the Service Provider shall take all reasonable steps to comply with such notice.

- C.1.5 In the event that through any default of the Service Provider, data transmitted or processed in connection with the delivery of the Services is either lost or sufficiently degraded to be unusable, the Service Provider shall be liable for the cost of reconstitution of that data and shall provide a full credit in respect of any Charge levied for its transmission. Payment of cost or provision of any credit by the Service Provider in accordance with this clause shall not prejudice or affect any other right of action or remedy which shall have accrued or shall thereafter accrue to NHMF.
- C.1.6 The Service Provider shall bear the cost of any notice, instruction or decision of NHMF under this Cause C1 provided NHMF gives the Service Provider reasonable prior notice.
- C.1.7 In the event that NHMF is dissatisfied with the work of a Service Provider employee or subcontractor or wishes to remove them from the Services, NHMF shall request a meeting with the Service Provider to discuss such performance issues and provide evidence wherever possible. Without restricting NHMF's rights under Clause C1.4, the parties will seek to agree a plan to resolve such issues or if necessary the replacement of such personnel.

C2. Key Personnel

- C.2.1 The Service Provider's Key Personnel for the provision of the Services are set out in Item 6 of Schedule A. The delivery of the Services shall be undertaken or directly overseen by the Key Personnel.
- C.2.2 The Service Provider shall not without the prior written approval of NHMF make any changes to the Key Personnel for a particular phase of the Services.
- C.2.3 The Service Provider shall undertake all reasonable steps to ensure that the Key Personnel will remain for the full period of the relevant phase of the Services for which they are appointed. In the event of a Key Personnel's sickness or other emergencies, the Service Provider must consult with NHMF, and if required provide suitably qualified and experienced replacement personnel who are acceptable to NHMF without additional charge or expense at the earliest possible opportunity.
- C.2.4 If, for any other reasons, changes in the Key Personnel become necessary:
 - C2.4.1 in the reasonable opinion of NHMF due to such person's misconduct or repeatedly substandard work, then the Service Provider will provide replacement Key Personnel at the earliest opportunity (or at least within the reasonable time period specified by NHMF) and at no additional cost to NHMF; or
 - C2.4.2 at the Service Provider's request, then such changes shall be subject to a minimum of ten working days written notice by the Service Provider to NHMF in the first twenty elapsed working days of the Contract and twenty working days written notice any time thereafter and the Key Personnel must be provided at no additional cost to NHMF.
- C2.5 Subject always to the provisions of Clause C1.1, in the event that the Service Provider having provided NHMF with a number of alternatives is unable to provide replacement Key Personnel with the appropriate skills who are acceptable to NHMF within sufficient time to enable the

Service Provider to complete the delivery of the Services on time then NHMF following consultation with the Service Provider may obtain replacement personnel from other sources or terminate the Contract at its discretion. In event of termination NHMF shall only be liable for work completed by the Service Provider up to the date of the termination and any committed costs which can not be mitigated by the Service Provider on receiving the notice of termination. Such termination does not restrict any other rights NHMF may have under this Contract or by law.

- C2.6 The parties shall discuss and agree whether a handover period is required and if so for how long (but for no greater than ten (10) working days), whereupon the Service Provider shall provide both the Key Personnel and the replacement personnel during this period at no extra charge.

C3. Standard of work

The Service Provider warrants that all staff assigned to the performance of the Services shall possess and exercise such skill and experience as necessary for the proper performance in the delivery of the Services and any training of staff to achieve or maintain this standard is at no cost to NHMF.

C4. Security of Confidential Information

- C4.1 In order to ensure that no unauthorised person gains access to any Confidential Information or any data obtained in the performance of the Contract ("Contract Data"), the Service Provider undertakes to maintain the security systems approved by NHMF.
- C4.2 Each party will immediately notify the other party of any breach of security in relation to Confidential Information and any Contract Data and will keep a record of such breaches. Each party will use its best endeavours to recover such Confidential Information or Contract Data however it may be recorded. Each party will co-operate with the other party in any investigation that such party considers necessary to undertake as a result of any breach of security in relation to Confidential Information or Contract Data.
- C4.3 NHMF may issue a Change Request under the Change Control Procedure to request the Service Provider to alter any security systems at any time during the Contract period, and the Service Provider must not unreasonably withhold its agreement to such a request.

C5. Monitoring of performance

- C5.1 NHMF will monitor the performance of the Service Provider under this Contract. The Service Provider agrees to assist NHMF with its request in monitoring the performance, which may include (without limitation):

C5.1.1 regular meetings at working level and director level to confirm there is a clear understanding of scope of work, the interpretation of information, timetables, deadlines and timing of reports;

C5.1.2 security (and availability for inspection) of all relevant documentation; and

C5.1.3 the delivery of such written reports in such format as NHMF may reasonably require from time to time and, if appropriate, time sheets as may reasonably be required.

C5.2 NHMF will provide the Service Provider the assistance specified in Item 8 of Schedule A. The Service Provider agrees that no other assistance is required from NHMF for the Service Provider to provide the Services. If the Service Provider has any reason to believe NHMF will not provide the assistance, or NHMF does not provide the assistance, the Service Provider must give NHMF notice of that and accepts responsibility for, and will mitigate, the consequences of non provision of the assistance until such notice is given.

C6. Reports

- C6.1 The Service Provider shall provide a Progress Report to NHMF on the dates specified in Item 9 of Schedule A, or at any time as NHMF may require.
- C6.2 The Service Provider will provide a Final Progress Report to NHMF on or before the date specified in Item 10 of Schedule A.
- C6.3 The Service Provider must provide NHMF with a Risk Report on NHMF's reasonable request and, if NHMF requires, maintain a Risk Register with NHMF.
- C6.4 The Service Provider shall provide reports in the format as reasonably required by NHMF.
- C6.5 If NHMF requests additional information in respect of such reports, the Service Provider agrees to provide such additional information or updates within 10 days of the request.

C7. Surveys

The Service Provider shall not carry out any survey for NHMF (whether or not such survey forms part of the Services) which includes any interviews or the circulation of questionnaires or similar documents without the agreement of NHMF to the form and content of such interviews, questionnaires or other documents.

C8. Environmental requirements

- C8.1 The Service Provider will:
- C8.1.1 comply in all material respects with all applicable environmental laws and regulations in force from time to time in connection with the Services;
 - C8.1.2 promptly provide all information regarding the environmental impact of the Services as may reasonably be requested by NHMF; and
- C8.2 The Service Provider will meet all reasonable requests by NHMF for information evidencing compliance with this Clause C8.

C9. Risk

The Service Provider must assess the risk of not being able to provide the Services for any reason in accordance with this Contract and apply appropriate risk mitigation strategies, and whatever resources are necessary, to ensure the Services are provided in accordance with this Contract.

C10. Variation of requirement

In the event that NHMF wishes to amend any requirements of this Contract, the Service Provider agrees to negotiate the terms of the change in good faith and any payment as a result of the variation

of the requirement is subject only to a fair and reasonable adjustment to reflect the work to be done under the change. The variation will be subject to the Change Control Procedure.

C11. Amendment of Contract

C11.1 This Contract (including its Schedules) and the Services may only be varied in writing under the Change Control Procedure via a Change Request signed by both parties.

C11.2 If a change in legislation has an impact on the Services, or increases the Service Provider's cost of providing the Services, either party may raise the matter under the Change Control Procedure.

C11.3 Neither party will claim any cost of expense from the other party in connection with any Change Request including but not limited to reviewing, negotiating or discussing any Change Request.

D. PAYMENT

D1. Fees and expenses

D1.1 Subject to Clause D4, NHMF will pay to the Service Provider the fees and expenses specified in Item 1 of Schedule D (except to the extent the invoice is in dispute) at the times set out in Item 2 of Schedule D and in the manner set out in Item 3 of Schedule D.

D1.2 The Service Provider will invoice NHMF at the time set out in Item 4 of Schedule D. All invoices must:

D1.2.1 be correctly rendered;

D1.2.2 include the contract number (set out on the front page of this Contract);

D1.2.3 clearly identify and detail the Services provided during the period of the invoice; and

D1.2.4 be submitted in hard copy and electronic formats to NHMF at the addresses set out in Item 5 of Schedule D.

D1.3 Where the Services are provided on a time and materials daily rate basis, the Service Provider must only invoice for the time actually worked by its personnel and must not invoice for travel time, any leave entitlements or for more than eight hours per day or the agreed maximum daily rate unless it has received written approval from NHMF in respect of those additional hours.

D1.4 Value Added Tax, where applicable, shall be shown separately on all invoices as a strictly net extra charge.

D2. Recovery of sums due

Wherever under this Contract any sum of money is recoverable from or payable by the Service Provider, that sum may be deducted from any sum then due, or which at any later time may become due, to the Service Provider under this Contract or under any other agreement or contract with NHMF.

D3. Final payment

The Service Provider shall submit a final invoice to NHMF within six weeks of the delivery of the final Services (or of termination of the Contract if that is earlier).

D4. Limitations on payment

D4.1 NHMF is not required to pay the fees or expenses under Clause D1.1 and/or may withhold the payment:

D4.1.1. if NHMF has not received an invoice that complies with Clause D1.2;

D4.1.2. if the Services have not been provided in accordance with the A3.1 (including but not limited the Services have not been rendered in accordance with the description of services, requirements of NHMF and key performance indicators stated in Schedule A to this Contract);

D4.1.3. if the Services have not been delivered to the satisfaction of NHMF and have not been accepted under the Acceptance Procedures.

D4.2 Where NHMF agrees to pay any expenses in connection with this Contract, NHMF is not required to pay if:

D4.2.1 it is not satisfied that the expense was incurred by the Service Provider directly for the provision of the Services;

D4.2.2 NHMF does not receive a copy of a tax invoice from the applicable third party indicating that the Service Provider paid for the expense;

D4.2.3 in NHMF's opinion, the expense is not reasonable as against NHMF's policy on out of pocket expenses.

D5. Fee and invoice disputes

Any dispute about the fees or expenses under this Contract, or any invoice issued under this Contract, will be subject to the dispute resolution procedure set out in Clause G1.

E. LIABILITY AND INSURANCE**E1. Liability**

E1.1 Without prejudice to any rights or remedies of NHMF and subject to the provisions of Clauses E1.2, E1.3 and E1.4, the Service Provider indemnifies NHMF, and agrees to keep NHMF indemnified, against all actions, suits, claims, demands, losses, charges, costs and expenses made against NHMF (or any of its employees, officers or agents) by any third party (including any current or former employee, servant, agent, supplier or sub-contractor) arising out of or in connection with this Contract or the relationship established by it and:

E1.1.1 loss of or damage to any property;

E1.1.2 personal injury (whether fatal or otherwise) to any person;

E1.1.3 any fraudulent, unlawful or negligent act or omission of the Service Provider in connection with this Contract; or

E1.1.4 termination of this Contract for material breach under Clause F1.1.2.

- E1.2 The indemnity contained in Clause E1.1 shall not apply to the extent that the loss, damage or injury is caused by the negligent or wilful act or omission of NHMF, or any employee, servant, agent, supplier or sub-contractor of NHMF.
- E1.3 In no event shall either party be liable to the other for any loss (howsoever arising) of profits, business, contracts, revenues, goodwill or reputation or any indirect, incidental, punitive or consequential loss, damage, cost or expense whatsoever.
- E1.4 The Service Provider's liability under or in connection with the Services (whether in contract, tort or otherwise) will be limited to the maximum amount set out in Item 11 of Schedule A in respect of each incident or series of connected incidents. For the avoidance of doubt, nothing in this Contract shall limit the Service Provider's liability for death or personal injury due to the negligence of the Service Provider or its employees or for any breach or claimed breach of a third party's intellectual property rights.
- E1.5 NHMF's liability under or in connection with the Services and this Contract (whether in contract, tort or otherwise) will be limited to the maximum amount set out in Item 12 of Schedule A.

E2. Insurance

- E2.1 The Service Provider shall have in force, and shall require any sub-contractor to have in force, for the period set out in Item 13 of Schedule A:
- E2.1.1 employer's liability insurance in accordance with any legal requirement for the time being in force;
- E2.1.2 public liability insurance for the sum of not less than the amount set out in Item 14 of Schedule A; and
- E2.1.3 professional indemnity cover for the sum of not less than the amount set out in Item 15 of Schedule A.
- E2.2 The Service Provider will provide confirmation from its insurance brokers that it has in place the insurance cover referred to in Clause E2.1 on request together with satisfactory evidence of payment of premium or premiums.

F. END OF CONTRACT AND BREACH

F1. Termination

- F1.1 NHMF may terminate this Contract immediately by notice in writing if:
- F1.1.1 any of the events described in Clause F1.3 happen;
- F1.1.2 the Service Provider commits a material breach of this Contract and (if such breach is capable of remedy) fails to remedy such breach within 30 days of being required by NHMF in writing to do so;
- F1.1.3 the Service Provider does not comply with any of the terms, conditions and provisions of this Contract and its Schedules (including the Delivery Plan if applicable) and fails to

remedy that breach (if that breach is capable of remedy) within 10 days of receiving a request from NHMF to do so;

F1.1.4 the Service Provider is an individual and he or she dies or adjudged incapable of managing his or her affairs within the meaning of Part VII of the *Mental Health Act 1983*.

F1.2 If NHMF terminates this Contract under Clause F1.1:

F1.2.1 the Service Provider will hand over to NHMF all Materials in which NHMF owns the Intellectual Property Rights including all work in progress;

F1.2.2 NHMF may, without prejudice to any other of NHMF's rights, complete the delivery of the services or have it completed by a third party;

F1.2.3 NHMF shall not be liable to make any further payment to the Service Provider until the delivery of the Services has been completed in accordance with the requirements of the Contract;

F1.2.4 NHMF may deduct from any amount due to the Service Provider the costs and expenses incurred by NHMF (including NHMF's own costs) in connection with the termination and procuring or performing similar services. If the total cost to NHMF exceeds the amount (if any) due to the Service Provider, the Service Provider must pay to NHMF the difference within 30 days of NHMF's request.

F1.3 The Service Provider shall notify NHMF in writing immediately upon the occurrence of any of the following events:

F1.3.1 where the Service Provider is an individual and if a petition is presented for the Service Provider's bankruptcy or a criminal bankruptcy order is made against the Service Provider, or the Service Provider makes any composition or arrangement with or for the benefit of creditors, or makes any conveyance or assignment for the benefit of creditors, or if an administrator is appointed to manage the Service Provider's affairs; or

F1.3.2 where the Service Provider is not an individual but is a firm, or a number of persons acting together in any capacity, if Clause F1.3.1 occurs in respect of any partner in the firm or any of those persons or a petition is presented for the Service Provider to be wound up as an unregistered company;

F1.3.3 where the Service Provider is a company, if the company passes a resolution for winding-up or the court makes an administration order or a winding-up order, or the company makes a composition or arrangement with its creditors, or an administrative receiver, receiver, manager or supervisor is appointed by a creditor or by the court, or possession is taken of any of its property under a fixed or floating charge (but excluding for the purposes of this Clause any bona fide company reconstruction);

F1.3.4 there is a change of "control" as defined by Section 416 (2) of the *Income and Corporation Taxes Act 1988* in the Service Provider; or

F1.3.5 where the Service Provider is a firm or partnership and there is a change in the identity of any of the partners in the firm and/or a change in the extent to which any partner is able to exercise or entitled to acquire direct or indirect control over the firm's affairs.

- F1.4 Termination under Clause F1.1 shall not prejudice or affect any right of action or remedy that shall have accrued or shall thereupon accrue to NHMF and shall not affect the continued operation of Clauses A7, A10, A12.3, B1 and B5.

F2. Remedies cumulative

Except as otherwise expressly provided by the Contract, all remedies available to either party for breach of this Contract are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.

F3. Survival

Clauses A1, A7, B1, B3, B7, D2, E1, E2 and F5 and any other provision of this Contract (including its Schedules) that by its nature is intended to survive expiry or termination or that is necessary for its interpretation or enforcement shall survive the expiry or termination of this Contract.

F4. Break

- F4.1 NHMF shall in addition to its powers under any other Clause of this Contract have power to determine this Contract at any time by giving to the Service Provider written notice, to expire at the end of the period set out in Item 16 of Schedule A, and upon the expiration of the notice this Contract shall be determined without prejudice to the rights of the parties accrued to the date of determination.
- F4.2 In the event of notice being given by NHMF under Clause F4.1, NHMF shall at any time before the expiration of the notice be entitled to exercise and shall as soon as may be reasonably practicable within that period exercise such of the following powers as it considers expedient:
- F4.2.1 to direct the Service Provider, where work has not been commenced, to refrain from commencing work; or
- F4.2.2 to direct the Service Provider to complete in accordance with this Contract all or any of the delivery of the Services, or any part or component thereof, which shall be paid for at the agreed Contract fee.
- F4.3 NHMF shall indemnify the Service Provider against any commitments, liabilities or expenditure which are reasonably and properly chargeable by the Service Provider directly in connection with this Contract to the extent to which those commitments, liabilities or expenditure would otherwise represent an unavoidable loss by the Service Provider by reason of the determination of this Contract.
- F4.4 NHMF shall not in any case be liable to pay under the provisions of this Clause F4 any sum which, when taken together with any sums paid or due or becoming due to the Service Provider under this Contract, shall exceed the total Contract price.

F4.5 NHMF shall pay the Service Provider in full for all work satisfactorily carried out by the Service Provider, its employees and subcontractors up to the date of termination.

F5. End of Contract assistance

F5.1 For the term of the End Phase, the Service Provider must comply with NHMF's reasonable exit management requirements and provide to NHMF any assistance reasonably requested, including the assistance set out in Item 20 of Schedule A.

F5.2 If NHMF requires any such assistance after the termination date of this Contract or which requires the Service Provider to use additional resources to that needed to supply the Services then:

F5.2.1 if this Contract was terminated otherwise than due to the Service Provider's breach or insolvency, NHMF must pay at the Service Provider's time and materials rates as agreed by the parties; or

F5.2.2 if this Contract was terminated due to the Service Provider's breach or insolvency, NHMF must pay the Service Provider on a cost of services recovery basis only.

F5.3 Before performing any Services in respect of which the Service Provider may make a charge of NHMF under this Clause F5, the Service Provider must notify NHMF of the fact that such a charge may be made and the likely amount of the charge. The Service Provider must only perform those Services to the extent approved and agreed by NHMF under the Change Control Procedures set out in Schedule C.

G. LAW AND DISPUTE RESOLUTION

G1. Dispute resolution

G1.1 The parties' representatives set out in Clause A16 (or any other person nominated by the party) shall attempt in good faith to negotiate a settlement to any dispute, including escalating the dispute to senior management as required.

G1.2 If the dispute cannot be resolved by the parties pursuant to Clause G1.1 within 28 days (unless otherwise agreed), the dispute may be referred by either party to mediation pursuant to Clause G1.4.

G1.3 The performance of the Services shall not be suspended, cease or be delayed by the reference of a dispute to mediation pursuant to Clause G1.2 and each party shall (and shall procure that its employee, servant, agent, supplier or sub-contractor shall) comply fully with the requirements of the Contract at all times.

G1.4 The procedure for mediation and consequential provisions relating to mediation are as follows:

G1.4.1 A neutral adviser or mediator ("the Mediator") shall be chosen by agreement between the parties or, if they are unable to agree upon a Mediator within 14 days after a request by one party to the other, or if the Mediator agreed upon is unable or unwilling to act, either party shall within 14 days from the date of the proposal to appoint a Mediator or

within 14 days notice to either party that they are unable or unwilling to act, apply to the Centre for Dispute Resolution ("CEDR") to appoint a Mediator.

G1.4.2 The parties shall within 14 days of the appointment of the Mediator meet with them in order to agree a programme for the exchange of all relevant information and the structure to be adopted for negotiations to be held. If considered appropriate, the parties may at any stage seek assistance from CEDR to provide guidance on a suitable procedure.

G1.4.3 Unless otherwise agreed, all negotiations connected with the dispute and any settlement agreement relating to it shall be conducted in confidence and without prejudice to the rights of the parties in any future proceedings.

G1.4.4 If the parties reach agreement on the resolution of the dispute, the agreement shall be reduced to writing and shall be binding on the parties once it is signed by their duly authorised representatives.

G1.4.5 Failing agreement, either of the parties may invite the Mediator to provide a non-binding but informative opinion in writing. Such an opinion shall be provided on a without prejudice basis and shall not be used in evidence in any proceedings relating to the Contract without the prior written consent of both parties.

G1.4.6 If the parties fail to reach agreement in the structured negotiations within 60 days of the Mediator being appointed, or such longer period as may be agreed by the parties, then any dispute or difference between them may be referred to the courts.

G1.5 Each party must pay its own costs of complying with this clause G1. The parties must equally pay the costs of any Mediator.

G1.6 This dispute resolution procedure does not prevent a party from applying to a court for urgent interlocutory or other relief to protect Intellectual Property Rights.

G2. Contract is not exclusive

The Service Provider will provide the Services on a non-exclusive basis. Nothing in this Contract prevents NHMF from obtaining services which are the same as or similar to the Services from any third party or from itself performing services which are the same as or similar to the Services.

G3. Governing law

This Contract shall be governed by and construed in accordance with English Law and the parties hereby irrevocably submit to the jurisdiction of the English Courts. The submission to such jurisdiction shall not (and shall not be construed so as to) limit the right of either party to take proceedings against the other in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdiction, whether concurrently or not.

G4. Entirety

This Contract and the related Schedules shall constitute the entire Contract between NHMF and the Service Provider and shall supersede all previous Contracts, regulations, correspondence and representations whether written or oral in respect of the delivery of the Services.

G5. Pre-contractual documents and other terms and conditions

G5.1 In the event of any conflict in the interpretation of the terms and conditions of this Contract, the parties must refer to the relevant interpretation in the pre-contractual documents in the following order of precedence:

G5.1.1 the Invitation to Tender; and

G5.1.2 if the Invitation to Tender does not provide the interpretation, the Tender Response.

G5.2 This Contract takes precedence over any other terms and conditions (including the Service Provider's terms and conditions whether provided as part of the Tender Response, with an invoice, or at any time) in connection with the subject matter.

Schedule A – Contract details

Item 1 - Start Date

(Clause A2) 12th July 2021

Item 2 - Completion Date

(Clause A2) 22nd October 2021

Item 3 - Tender information

(Clause G5.1) **Heritage and place research** 91500

Item 4 - Fund's representatives

(Clause A16.1) - For the purpose of dealing with the Service Provider on all matters relating to the provision and performance of the Services, NHMF's Representative and contract owner is:

Name: Amelia Robinson

Title: Insight Manager

Telephone: 07562 080335

Email: Amelia.Robinson@heritagefund.org.uk

NHMF's Representative's line manager is:

Name: Tom Walters

Title: Head of Research

Telephone: tom.walters@heritagefund.org.uk

Email: 02081485852

Item 5 Service Provider's representatives

(Clause A16.2) The Service Provider's representative is:

Name: Andy Parkinson

Title: Project Manager

Telephone: 01545 571711

Email: andy.parkinson@wavehill.com

Item 6 - Key Personnel

(Clause C2.1) The Key Personnel for this Contract are:

Amelia Robinson, Insight Manager; and

Andy Parkinson, Project Manager

Item 7 - Standards

(Clause A3.1.2)

The Service Provider will use the best applicable techniques and standards and execute the Contract with all reasonable care, skill and diligence.

The Service Provider must comply with the Accessibility requirements set out in NHMF's Brief and attached to the Statement of Work as Appendix 1.

Item 8 - Assistance of NHMF

(Clause C5.2) N/A.

Item 9 - Progress reports due date

(Clause C6.1) September 2021

Item 10 - Final Progress report due date

(Clause C6.2) 22nd October 2021

Item 11 - Service Provider's liability limitation

(Clause E1.4) £250,000

Item 12 - Fund's liability limitation

(Clause E1.5) NHMF's liability is limited to an amount equal to the total charges payable under this Contract.

Item 13 - Insurance period

(Clause E2) The Service Provider must take out and maintain insurance <for the term of this Contract and for six years after its termination or expiry>

Item 14 - Public liability

(Clause E2) <£1,000,000 (one million pounds) for any one incident

Item 15 - Professional indemnity

(Clause E2) <£1,000,000 (one million pounds)> for any one incident

Item 16 - Break notice period

(Clause F4.1) 30 days

Item 17 - Services description

The services are specified in the Statement of Work, set out in the Annexure to this Schedule A.

Item 18 - Timetable

The timetable is specified in the Statement of Work, set out in the Annexure to this Schedule A.

Item 19 - Authorised sub-contractors

(Clause A8.1) Dr Stephen Connolly Associate Director, DC Research. Company no: 06623912 Wavehill will be collaborating on the delivery of the research. Wavehill will be the lead organisation and accountable body. They will use their standard sub-contract arrangement to cover the input from DC Research.

Item 20 - Exit assistance

(Clause F5) Any exit assistance is to be agreed by the parties during the term of this Contract.

Item 21 - Special Conditions

(Clause A15) The parties do not intend for TUPE to apply upon the commencement or during the term of this Contract or upon its expiry or termination (whether in whole or in part). Consequently, the Service Provider shall ensure that its personnel are organised in a manner such that in the provision of its Services and performance of its obligations, the Service Provider does not in any way or for any reason provide NHMF with any dedicated personnel.

Annexure to Schedule A – Statement of work

Statement of Work

Scope of Services

1. Scope of Services

- 1.1 A method for the work is open for consultants to propose. However, we anticipate that it will include some or all of the following:
 - 1.1.1 Conduct quantitative analysis of The Fund's grant data to understand and benchmark our place-based funding to date.
 - 1.1.2 Review a sub sample of place based funded projects to understand in more detail the types of activity funded to deliver our place based strategy through reviewing qualitative application form data.
 - 1.1.3 Conduct an evidence review of place-based research to look at the effectiveness and considerations for successful place-based funding, which could be adapted for funding Heritage place based projects. This would include examining The Fund's own evaluations of recent and ongoing place-based initiatives (see Appendix B).
 - 1.1.4 Consult with a small group of key national stakeholders (approx. 10) to understand their priorities, perceptions of the Fund's place based approach and opportunities to strengthen this. The Fund will suggest some of the interviewees and the list will be compiled collaboratively.
 - 1.1.5 Engage with the Fund's staff to understand The Fund's context and current approach to place based investment.
 - 1.1.6 Present on emerging findings to enable the co-creation of options to support The Fund to integrate place-based funding into the open grants programme and strategic funding in the short, medium, and longer term (**Strand 3**).

1.1

2. Inception Meeting and Delivery Plan

- 2.1 Inception Meeting 6 July 2021.

3. Description of Services

- 3.1 The Service Provider will provide the following services to NHMF:

The aim of this research is to understand how the evidence on place based funding can inform The National Lottery Heritage Fund's approach to meeting its strategic objective to demonstrate how heritage helps people and places to thrive.

There are three strands to the research and the objectives for each strand are detailed below.

Strand 1: How effectively is the Fund delivering on our strategic place priorities?

- With the aim of informing strand 2 what does the grant funding data show us about place based funding in recent years? Subject to data availability and quality, this may include:
 - Number of grants awarded/rejected on place based projects
 - The activity of the awarded place based projects
 - Geographical spread
 - Number of grants awarded to areas of deprivation
 - Partnership funding situation for grantees
- What do the evaluations of the Fund's recent place-based programmes show us about The Fund's place-based role and impact?
- What do the evaluations tell us about what have been the key benefits and challenges of the more holistic, geographic or partnership approach fostered through these programmes?

Strand 2: What does the evidence tell us about how The Fund should advance its place priorities through financial and non-financial approaches?

This should be informed by external evidence, the evidence established in Strand 1 and the Fund's strategic focus and capacity. Areas that should be explored include:

- **Investment** – what are the most effective approaches and mechanisms to invest in place at the appropriate scale?
- **Partnerships** – how can place-based partnership working be most effective? This could include consideration of alignment with local strategies, national funding and collaboration with other funders.
- **Non-financial support** – what activity beyond financial support would be beneficial at a national and local level to maximise the impact of our investment within places? This could include consideration of our national policy and advocacy work on place, or the provision of non-financial support to projects to enhance their impact on place.
- **Data** - using our current grant management system, and the benchmark established in Strand 1, what should we be measuring to inform The Fund's Key Performance Indicators on place?

When analysing the evidence for each of these areas the consultant should consider:

- The wider evidence and learning from past campaigns and programmes can be embedded within our current funding approach of an open grants programme.
- How the findings would support delivery of our strategic priorities and build on the current position set out in Strand 1.
- The wider evidence about what works within these areas and what this tells us about how we should prioritise and focus. Where relevant, this should include case study examples.

Strand 3: What options are open to the Fund to advance its place priorities through our investment in the short, medium and longer term?

These should be informed by engagement with the Fund and could be presented as part of a menu of short, medium and long-term options to act on based on the evidence highlighted in **Strand 2**. Options should be consistent with The Fund's strategic priorities, current funding approaches (including open grant funding) and capacity.

Short-term is defined as business planning for the next 12 months. Medium-term is defined as the remaining Strategic Funding Framework period to 2024. Long-term is defined as the next SFF period (2024 – 2029).

3.2 *[If evaluation or research contract please identify the Final report as Final research report and include what must be covered by such report]*

3.3 The detailed Delivery Plan will be agreed between the Parties at the Inception Meeting. Both Parties will revise the Delivery Plan regularly and keep it up to date as working document.

4. Deliverables

4.1 We expect the research to begin late June and be completed by 22ND OCTOBER. The final report shall be submitted to the Fund by 22ND OCTOBER.

5. Location of performance

5.1 The location for provision of the Services is: UK

Appendix: Accessibility and formatting guidance

NHMF is committed to providing a website that is accessible to the widest possible audience. Our website is annually tested by accessibility auditors and we must meet the WCAG 2.0 AA compliance level. Our accessibility testing covers all of our content, including downloadable documents, as well as the design and functionality of the site.

Reports and other documents created for NHMF (**including the tender submissions**) need to be clear, straightforward to use, and ready to circulate internally, externally and online, as well as suitable for use by screen reading software. Tips for creating accessible documents can be found below. However, we strongly recommend referring to the RNIB, Gov.uk and WebAIM for more detailed information.

Readability

In the final report, and all other documents that may be published online including the tender application consultants should ensure that:

- The size of the font is at least 11pt;
- There is a strong contrast between the background colour and the colour of the text. Black text on a white background provides the best contrast. This also applies to any shading used in tables and/or diagrams;
- Italics are only used when quoting book titles for citations and items on the reference list should be arranged alphabetically by author
- Colour formatting and use of photos should be of a resolution size that is easily printable and does not compromise the printability of the document.

For further guidance on ensuring readability of printed materials, please refer to the RNIB Clear Print guidelines. These can be found on the [RNIB website](#).

Accessibility

Reports should adhere to the following guidelines:

Formatting

Headings and content in your document should be clearly identified and consistently formatted, to allow easy navigation for users. Heading Styles should be used to convey both the structure of the document and the relationship between sections and sub-sections of the content.

Spacing

Screen readers audibly represent spaces, tabs and paragraph breaks within copy, so it is best practice to avoid the repetitive use of manually inserted spaces. Instead, indenting and formatting should be used to create whitespace (e.g., use a page break to start a new page, as opposed to multiple paragraph breaks).

Alternative text

Alt text is additional information for images and tables. This extra information is essential for both document accessibility (screen reading software reads the Alt text aloud) and for the web. Alt text should be concise and descriptive, and should not begin with 'Image of' or 'Picture of'.

Images

These should be formatted in-line with text, to support screen readers. Crediting pictures may be necessary, usually in response to a direct request from a third party.

Tables

These should be for used for presenting data and not for layout or design. They should also be simple, and include a descriptive title.

Additional documents

Any additional information, separate to the report, for example proformas and transcripts which may be used as standalone documents must be fully referenced to the piece of work being submitting and therefore dated, formatted and numbered appropriately.

Acknowledgement

All reports should acknowledge the National Lottery Heritage Fund NLHF. Our logo can be found on the [Heritage Fund website](#).

Further resources

Please refer to the links below for further information:

- ['Microsoft Word: creating accessible documents' - webaim.org](#)
- ['How to create an accessible PDF' - GOV.UK](#)

We also recommend using an accessibility consultant to help you produce your reports. Agencies that NHMF have worked with include [Shaw Trust](#) and [The Accessible Digital Documents Company](#).

NHMF retains the right to amend documents in order to create accessible versions for publishing.

Schedule B – Acceptance Procedures

1. NHMF will within 10 working days following receipt of any Deliverable
 - (a) accept the Deliverable by providing the Service Provider with a Milestone Certificate;
 - (b) not accept the Deliverable by notifying the Service Provider of the nature, extent, and identity of any errors, defects, or omissions in the Deliverable which cause NHMF to not accept the Deliverable; or
 - (c) provide the Service Provider with written notice that additional time is required to review the Deliverable, in which case NHMF must specify the time before which it must complete its review and make a decision under (a) or (b) within that time.
2. If NHMF fails to notify the Service Provider as set out in paragraph 1, then the Service Provider may request NHMF notify it of its determination under paragraph 1 within five working days. If NHMF fails to notify the Service Provider of its determination within five working days of the Service Provider's request, the Deliverable is deemed accepted.
3. If NHMF uses a Deliverable before acceptance under this Schedule other than for testing and reviewing the Deliverable in accordance with paragraph 1, then such Deliverable shall be deemed to be accepted by NHMF.
4. If NHMF does notify the Service Provider of defects or want of information in the Deliverable under paragraph 1(b), then the Service Provider shall, as soon as is reasonably practical (but within 5 working days, unless otherwise agreed), remedy such defects or work out a plan to do so. NHMF shall have 10 working days to accept any Deliverable revised by the Service Provider under this paragraph and to notify the Service Provider of any further defects. If NHMF requires extra time to test or review the Deliverable, the period for acceptance is extended to a date reasonably specified by NHMF.
5. If following three remedial periods set out in paragraph 4 above the revised Deliverables still fail to meet the standard required by NHMF, NHMF shall retain the right to reject such Deliverable and reasonably to recover fees previously paid in relation to such Deliverable. If NHMF and the Service Provider fail to agree on the reasonableness of NHMF's grounds for rejection then either party may raise the dispute under the dispute resolution procedures of Clause G1 of the Contract.

Schedule C – Change Control Procedures

In the event either party desires to change the terms of the Contract, the following procedures shall apply:

1. The party requesting the change will:
 - a. if NHMF is requesting the change, deliver a “Change Request” (in the form attached in the Annexure to this Schedule C) to the Service Provider which describes the nature of the requested change, the reason for the requested change, and the effect the requested change will have on the scope of work. On receipt of the Change Request, the Service Provider will review the effect on the scope of work and update the Change Request with any changes to the contract price or the time for the delivery of the Services. The Service Provider will also make any changes or add information it requires for the Change Request to be agreed. The Service Provider will deliver the updated Change Request back to NHMF within three working days of its receipt.
 - b. if the Service Provider is requesting the change, deliver to NHMF a Change Request which describes the nature of the requested change, the reason for the requested change, and the effect the requested change will have on the scope of work, which may include changes to the Services, the contract price or the time for the delivery of the Services.
2. The authorised representative of the requesting party will review the proposed change with his/her counterpart within five working days of making the request (unless otherwise agreed by the parties). The parties will evaluate the Change Request and negotiate in good faith the changes to the Services and the additional charges, if any, required to implement the proposed Change Request. If additional changes to the Change Request are required, NHMF will provide the Service Provider with a timeline for the parties to make and discuss the additional changes
3. If both parties agree to implement the Change Request, the appropriate authorised representatives of the parties will sign the Change Request, indicating the acceptance of the changes by the parties. Upon execution of the Change Request it will be incorporated into, and made a part of, this Contract.
4. Neither party is under any obligation to proceed with a Change Request that is proposed by the other party.
5. If there is a conflict between the terms and conditions set out in the Contract and the terms and conditions set out in any fully executed Change Request, then the most recent fully executed Change Request shall prevail.

Annexure to Schedule C – Change Request Form

Change Request Form

Contract Ref:

Date:

Both parties hereby certify, by the signature of an authorised representative, that this Change Request will amend and be fully incorporated into the existing Contract

1. **Change Request Number:**
2. **Reason for Change Request:**
3. **Changes to Contract or Schedules:**
4. **Cost Impact:**

Value	Costs	Expenses	Total
Original value of the Contract			
Value of this Change Request			
New total value of Contract			

Except as changed herein, all terms and conditions of the Contract remain in full force and effect.

IN WITNESS THEREOF, the duly authorised representatives of the parties have caused this Change Request to be fully executed.

Signed on behalf of the
Service Provider by:

Signed on behalf of the Trustees of
the National Heritage Memorial Fund

by:

<template agreement: do not sign>

←

<template agreement: do not sign>

←

Signature of authorised representative

Signature of authorised representative

Name of authorised representative

Name of authorised representative

Title of authorised representative

Title of authorised representative

Date

Date

Schedule D – Financial obligations

Item 1 - Service Provider's VAT registration number

992350600

Item 2 - Fees

(Clause D1.1) The total fixed price will not exceed £24,540 inclusive of VAT and inclusive of expenses and all costs to be incurred as follows: insert table of costs>

Item 3 - Time of payment

(Clause D1.1) 30 days after NHMF's receipt of a valid invoice

Item 4 - Method of payment

(Clause D1.1) Electronic funds transfer

Item 5 - Time of invoice

(Clause D1.2) After completion of all the Services

Item 6 - Invoice address

(Clause D1.2.4) All Invoices must comply with clause D1.2 of this Contract and must be sent to :

invoices@heritagefund.org.uk

Schedule E – Definitions and interpretation

1. Definitions

In this Contract:

Acceptance Procedures means the procedures set out in Schedule B;

CEDR has the meaning given in Clause G1.4.1;

Change Control Procedures are the procedures set out in Schedule C;

Change Request has the meaning given to it in Schedule C;

Completion Date is the date set out in Item 2 of Schedule A (or, if the Contract is extended by NHMF, the date set out in the extension notice) on or before which the Service Provider is required to have completed the Services (unless otherwise agreed by the parties);

Confidential Information means all information a commercially confidential nature relating to the business or trade secrets of NHMF or the Service Provider obtained by it by reason of this Contract, and includes the terms of this Contract, information relating to any client or employee of NHMF and any information relating to the financial position, assets or liabilities of NHMF.

Confidential Information does not include information that is public knowledge (otherwise than as a result of breach of this Contract by the Receiving Party);

Contract means this contract between NHMF and the Service Provider consisting of the terms and conditions of this contract and the schedules and any other documents (or parts of documents) agreed by both parties;

Contract Data has the meaning given in Clause C4.1;

Contracting Authority has the meaning given to it in Clause A9.1;

Data Protection Laws has the meaning given to it in Clause B3.3;

Deliverables means the deliverables specified in this Contract, including in Items 9, 10, 17 and 18 of Schedule A;

Delivery Plan means the Service Provider's plan detailing how it will deliver the Services to NHMF during the term of the Contract;

Disclosing Party has the meaning given in Clause B5.1.1;

End Phase means the period commencing on the date:

three months before the Completion Date; or

that this Contract terminates under any other provision of this Contract,

and ending on:

if the End Phase commenced under paragraph (a) of this definition, the Completion Date; and in any other case, the first to occur of:

three months elapsing from the commencement of the Exit Phase under paragraph (b) of this definition; and

the date notified by NHMF to the Service Provider for the purpose of this definition within one month of the commencement of the End Phase;

Final Progress Report means a report which sets out:

an executive summary of the Services;

a copy of any products and resources produced as part of the Services;

any outcomes of the Services;

a copy of any media releases or coverage relating to the Services;

details of any problems encountered by the Service Provider in conducting the Services and solutions (including timeframes) identified to overcome those problems;
a review of any factors likely to affect the satisfactory completion of the delivery of the Services in accordance with the timetable or due dates; and
any other information reasonably requested by NHMF;

Fund's Background IP means all Intellectual Property Rights owned or licensed by NHMF which is made available or which becomes known to the Service Provider in connection with the provision of the Services or this Contract;

Fund's Representatives are the persons detailed in Item 4 of Schedule A;

Inception Meeting means the first meeting between NHMF and the Service Provider in relation to the Services;

Intellectual Property Rights means all intellectual property rights whether or not such rights are capable of registration including trademarks, designs, patents, copyright (and any applications for such);

Invitation to Tender means NHMF's invitation to the tender for the Services, the details of which are set out in Item 3 of Schedule A;

Key Personnel means the persons detailed in Item 6 of Schedule A;

Materials means all materials created by the Service Provider, its personnel or sub-contractors (including any material created jointly with NHMF) relating to or in performing the Services and includes software, data, reports, case studies, schedules, drawings, specifications, designs, inventions or other material;

Mediator has the meaning given in Clause G1.4.1;

Milestone Certificate means written notice that NHMF accepts a deliverable or that a milestone in the provision of the Services has been completed or achieved to NHMF's satisfaction;

Progress Report means a report which sets out:

the progress of the provision of the Services in relation to any contractual programme or timetable;

the cost of the work during the period covered by the report;

details of any problems encountered by the Service Provider in conducting the Services and solutions (including timeframes) identified to overcome those problems;

a review of any factors likely to affect the satisfactory completion of the delivery of the Services in accordance with the timetable or due dates; and

any other information reasonably requested by NHMF.

Receiving Party has the meaning given in Clause B5.1;

Risk Report means a report which sets out the Service Provider's compliance with Clause C9;

Risk Register means a document in a format agreed with NHMF that sets out the risks of the Service Provider in not being able to provide the Services or comply with any term of this Contract and the strategies to mitigate those risks.

Service Provider's Background IP means all Intellectual Property Rights used by the Service Provider or its personnel in performing the Services but not the Intellectual Property Rights in the Materials created by the Service Provider, its personnel or sub-contractors in performing the Services;

Services means the services or work to be provided as specified in Item 17 of Schedule A;

Special Conditions means the terms and conditions set out in Item 21 of Schedule A;

Standards means the standards set out in Item 7 of Schedule A;

Start Date is the date set out in Item 1 of Schedule A;

Statement of Work means the document set out in the Annexure to Schedule A;

Tender Response means the Service Provider's response to the Invitation to Tender. A copy of the Tender Response is set out in Exhibit 1 to this Contract; and

Transferee has the meaning given to it in Clause A9.2.

2. Interpretation

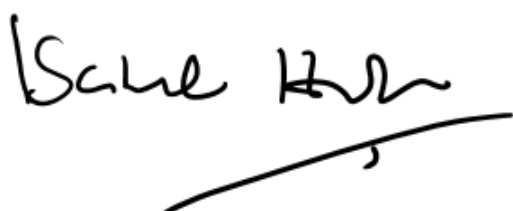
The interpretation and construction of this contract is subject to the following provisions:

- 2.1 reference to a Clause is a reference to the whole of that Clause unless stated otherwise;
- 2.2 a reference to a Clause or Schedule is a reference to a clause or schedule of this Contract (unless specified otherwise);
- 2.3 reference to any enactment, order, regulation or other similar instrument shall be construed as a reference to the enactment, order, regulation or instrument as amended by any subsequent enactment, modification, order, regulation or instrument;
- 2.4 headings are for reference only and do not affect their interpretation;
- 2.5 the meaning of general words is not limited to specific examples introduced by "including", "for example" or similar expressions; and
- 2.6 this Contract is not to be construed adversely to a party on the basis that such party prepared it.

Signing page

EXECUTED as an agreement

Signed on behalf of the Trustees of the
National Heritage Memorial Fund by:



←

Signature

Isabel Hunt

Name

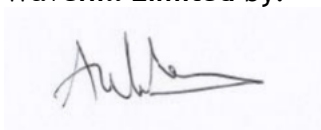
Executive Director, Business Innovation
and Insight

Title

13th July 2021

Date

Signed on behalf of the
Wavehill Limited by:



←

←

Signature of director

Signature of director

Andy Parkinson

Name of director

Name of director

14th July 2021

Date

Date

Exhibit 1 - Tender

Heritage and place research

Organisation	The National Lottery Heritage Fund
Department	Business Innovation and Insight
Title of procurement	Heritage and place research
Brief description of supply	Research
Estimated value of tender	£25,000
Estimated duration	4 months
Name of the Fund Contact	Diane La Rosa
Timetable	Response deadline: 25 th May 2021 Confirmation of contract: 1 st June 2021 Completion of research: 30 th September 2021

1. Overview

- 1.2 The National Lottery Heritage Fund, formerly the Heritage Lottery Fund (HLF), was set up in 1994 under the National Lottery Act and distributes money raised by the National Lottery to support projects involving the national, regional and local heritage of the United Kingdom. We operate under the auspices of the National Heritage Memorial Fund (NHMF). In January 2019 we launched our current Strategic Framework: 'Inspiring, leading and resourcing the UK's heritage'. See the [Fund's website](#) for more details.
- 1.3 The Fund invests in the full breadth of the UK's heritage and, through our funding, we aim to make a lasting difference for heritage and people. This is reflected in the outcomes for heritage, people and communities which underpin our grant-making.
- 1.4 Heritage has an essential role to play in making communities better places to live and in creating local economic prosperity. This is reflected in the National Lottery Heritage Fund's [Strategic Funding Framework 2019-2024](#) which includes a strategic objective **to demonstrate how heritage helps people and places to thrive**.
- 1.5 In 2020-21, the Fund paused our open grants programme (National Lottery Grants for Heritage) in order to deliver a number of emergency and recovery funds to the heritage sector, including the Government's Culture Recovery Fund for heritage.
- 1.6 The Fund has now re-opened our open grants programme for project grants up to £5 million. In response to the impacts of Covid-19, [the Fund's priority outcomes for 2021-22](#) continue to prioritise the role of heritage in building better places and supporting local recovery. This includes priority outcomes that 'the local area will be a better place to live, work and visit' and 'the local economy will be boosted'.
- 1.7 Beyond funding places and communities through open grants programme, the Fund has also invested in place-based campaigns and strategic place initiatives. These include the Great Place Scheme, Future Parks Accelerator, Areas of Focus, Landscape Partnerships and the Townscape Heritage Initiative.
- 1.8 This is now a critical moment to examine the evidence on place-based funding, to understand effective approaches and what the options for a place-based approach should be for The Fund, throughout the rest of the Strategic Funding Framework period and beyond.
- 1.9 We are looking to commission research that informs how The Fund delivers on its strategic objective to "demonstrate how heritage helps people and places to thrive", through our approach to our open grants programme and strategic funding (e.g. campaigns, bid solicitation, Areas of Focus).
- 1.10 Findings must be consistent with the Fund's strategic focus and capacity, and reflect the unique nature of the Fund's heritage remit as an Arm's Length Body (ALB) and distributor of Lottery Funds.
- 1.11 The aim of this research is to understand how the evidence on place based funding can inform The National Lottery Heritage Fund's approach to meeting its strategic objective to demonstrate how heritage helps people and places to thrive.

There are three strands to the research and the objectives for each strand are detailed below.

Strand 1: How effectively is the Fund delivering on our strategic place priorities?

- With the aim of informing strand 2 what does the grant funding data show us about place based funding in recent years? Subject to data availability and quality, this may include:
 - Number of grants awarded/rejected on place based projects
 - The activity of the awarded place based projects
 - Geographical spread
 - Number of grants awarded to areas of deprivation
 - Partnership funding situation for grantees
- What do the evaluations of the Fund's recent place-based programmes show us about The Fund's place-based role and impact?
- What do the evaluations tell us about what have been the key benefits and challenges of the more holistic, geographic or partnership approach fostered through these programmes?

Strand 2: What does the evidence tell us about how The Fund should advance its place priorities through financial and non-financial approaches?

This should be informed by external evidence, the evidence established in Strand 1 and the Fund's strategic focus and capacity. Areas that should be explored include:

- **Investment** – what are the most effective approaches and mechanisms to invest in place at the appropriate scale?
- **Partnerships** – how can place-based partnership working be most effective? This could include consideration of alignment with local strategies, national funding and collaboration with other funders.
- **Non-financial support** – what activity beyond financial support would be beneficial at a national and local level to maximise the impact of our investment within places? This could include consideration of our national policy and advocacy work on place, or the provision of non-financial support to projects to enhance their impact on place.
- **Data** - using our current grant management system, and the benchmark established in Strand 1, what should we be measuring to inform The Fund's Key Performance Indicators on place?

When analysing the evidence for each of these areas the consultant should consider:

- The wider evidence and learning from past campaigns and programmes can be embedded within our current funding approach of an open grants programme.
- How the findings would support delivery of our strategic priorities and build on the current position set out in Strand 1.
- The wider evidence about what works within these areas and what this tells us about how we should prioritise and focus. Where relevant, this should include case study examples.
- The political and economic context of Covid-19, and any policy differences that need to be considered for the different nations.
- Alignment with the strategic priorities of other national partners and funders.

Strand 3: What options are open to the Fund to advance its place priorities through our investment in the short, medium and longer term?

These should be informed by engagement with the Fund and could be presented as part of a menu of short, medium and long-term options to act on based on the evidence highlighted in **Strand 2**. Options should be consistent with The Fund's strategic priorities, current funding approaches (including open grant funding) and capacity.

Short-term is defined as business planning for the next 12 months. Medium-term is defined as the remaining Strategic Funding Framework period to 2024. Long-term is defined as the next SFF period (2024 – 2029).

- 1.12 The research will be used to support the Fund's strategic planning and policy development. Key audiences for the research include:
 - The Fund's staff
 - Other funders, heritage stakeholders, policy makers and interested parties
- 1.13 All outputs should be prepared on the basis that they could be published externally.

2 Method

- 2.1 A method for the work is open for consultants to propose. However, we anticipate that it will include some or all of the following:
 - 2.1.1 Conduct quantitative analysis of The Fund's grant data to understand and benchmark our place-based funding to date.
 - 2.1.2 Review a sub sample of place based funded projects to understand in more detail the types of activity funded to deliver our place based strategy through reviewing qualitative application form data.
 - 2.1.3 Use relevant external and internal research to conduct a review of place-based research to look at the effectiveness and considerations for successful place-based funding, which could be adapted for funding Heritage place based projects. This would include examining The Fund's own evaluations of recent and ongoing place-based initiatives (see Appendix B).
 - 2.1.4 Consult with a small group of key national stakeholders (approx. 10) to understand their priorities, perceptions of the Fund's place based approach and opportunities to strengthen this. The Fund will suggest some of the interviewees and the list will be compiled collaboratively.
 - 2.1.5 Engage with the Fund's staff to understand The Fund's context and current approach to place based investment.
 - 2.1.6 Present on emerging findings to enable the co-creation of options to support The Fund to integrate place-based funding into the open grants programme and strategic funding in the short, medium, and longer term (**Strand 3**).

3 Outputs

- 3.1 The following outputs will be required:
 - 3.1.1 Short interim findings report provided in July.

- 3.1.2 a draft final report in Word end of August
- 3.1.3 a final report in Word containing key evidence and the cocreated options for The Fund's to meet its strategic objective on place in September.
- 3.1.4 a slide deck summarising the findings.
- 3.1.5 a set of research data, to be stored in a readily accessible format such as Excel.
- 3.2 All reports must adhere to the Fund's accessibility and formatting guidance (appended). We also expect reports to follow the layout advised in our evaluation guidance.
- 3.3 We expect all our evaluations and research projects to generate evidence about the inclusivity of our funding and our performance in addressing inequality. Bidders must be committed to this principle and ensure evidence gathering addresses this requirement
- 3.4 The initial findings will be confidential to the Fund. The Fund may prepare or commission summary reports and other materials for subsequent wider distribution, based on the results.
- 3.5 All reports to include appendices as agreed between the Fund and the contractor. The contents and structure of the report to be agreed in advance of writing. All reports to be supplied in electronic format and hard copy if requested.
- 3.6 The successful bidder must comply with all of the requirements of the Data Protection Act 2018 and shall ensure appropriate research consents from interviews or any data collection.
- 3.7 The successful bidder will be expected to discuss and present findings at appropriate times, to internal and external audiences, including our Board, our Senior Management Team, Grantees, policy makers and other external stakeholders. The purpose of these presentations is to enable lessons to be learned and key policy and practice issues to be highlighted as the evaluation progresses.
- 3.8 We expect all projects we fund to adhere to the Social Research Association (SRA) ethical guidelines. If your proposal raises particular ethical issues, you must indicate what they are and what your strategy for addressing them is.

4 Contract management

- 4.1 We expect the research to begin 1 June and be completed by 30 September. The final report shall be submitted to the Fund by 30 September.
- 4.2 The anticipated budget is £25,000 to include all expenses and VAT. The contract will be let by the National Heritage Memorial Fund.
- 4.3 The payment schedule will be split into two equal payments; 50% on signing of contract and 50% on submission of final report.

4.4 The contract will be based on the Fund's standard terms and conditions.

4.5 The research will be managed on a day to day basis for the Fund by Amelia Robinson.

5 Award Criteria

5.1 A proposal for undertaking the work should be a maximum of 15 pages and include:

- a detailed method for undertaking the study;
- details of staff allocated to the project, together with experience of the contractor and staff members in carrying out similar projects. The project manager / lead contact should be identified;
- the allocation of days between members of the team;
- the daily charging rate of individual staff involved;
- a timescale for carrying out the project;
- an overall cost for the work.

5.2 Your Bid will be scored out of 100%.

70% of the marks will be awarded to Quality

Each question will be scored using the methodology in the table below.

Tender responses submitted will be assessed by the Fund against the following Quality Questions:-

Selection Criteria	Weighting
Demonstrated a clear understanding of the aims, objectives and main concerns of the evaluation	25%
Demonstrated that the methods selected are appropriate to the research requirements set out in this brief	20%
Demonstrated a record of producing high quality evaluation reports to support policy and practice development in the Heritage and Cultural sector, and to do so concisely	15%
Demonstrated an awareness of the different policy contexts, research and issues relating to place-based investment and the role of heritage in places.	20%

Selection Criteria	Weighting
Demonstrated a clear and realistic project plan, showing phases of the evaluation, tasks for each phases and roles and responsibilities for each member of the team	20%

Quality Questions scoring methodology

Score	Word descriptor	Description
0	Poor	No response or partial response and poor evidence provided in support of it. Does not give the Fund confidence in the ability of the Bidder to deliver the Contract.
1	Weak	Response is supported by a weak standard of evidence in several areas giving rise to concern about the ability of the Bidder to deliver the Contract.
2	Satisfactory	Response is supported by a satisfactory standard of evidence in most areas but a few areas lacking detail/evidence giving rise to some concerns about the ability of the Bidder to deliver the Contract.
3	Good	Response is comprehensive and supported by good standard of evidence. Gives the Fund confidence in the ability of the Bidder to deliver the contract. Meets the Fund's requirements.
4	Very good	Response is comprehensive and supported by a high standard of evidence. Gives the Fund a high level of confidence in the ability of the Bidder to deliver the contract. May exceed the Fund's requirements in some respects.
5	Excellent	Response is very comprehensive and supported by a very high standard of evidence. Gives the Fund a very high level of confidence the ability of the Bidder to deliver the contract. May exceed the Fund's requirements in most respects.

30% of marks will be awarded for Price.

The evaluation of price will be carried out on the Schedule of charges you provide in response to **Table A**

Price Criterion at 30%

- 30 marks will be awarded to the lowest priced bid and the remaining bidders will be allocated scores based on their deviation from this figure. Your fixed and total costs figure in your schedule of charges table will be used to score this question.
- For example, if the lowest price is £100 and the second lowest price is £108 then the lowest priced bidder gets 30% (full marks) for price and the second placed bidder gets 27.6% and so on. ($8/100 \times 30 = 2.4$ marks; $30 - 2.4 = 27.6$ marks)

- The scores for quality and price will be added together to obtain the overall score for each Bidder.

Table A - Schedule of Charges

Please show in your tender submission, the number of staff and the amount of time that will be scheduled to work on the contract with the daily charging rate.

Please complete the table below providing a detailed breakdown of costs against each capitalised description, detailing a total and full 'Firm Fixed Cost' for each element of the service provision for the total contract period. Bidders may extend the tables to detail additional elements/costs if required.

VAT is chargeable on the services to be provided and this will be taken into account in the overall cost of this contract.

As part of our wider approach to corporate social responsibility the National Heritage Memorial Fund/National Lottery Heritage Fund prefers our business partners to have similar values to our own. We pay all of our staff the living wage (in London and the rest of the UK) and we would like our suppliers and contractors to do likewise. Please highlight in you proposal/tender/bid whether you do pay your staff the living wage.

Bidders shall complete the schedule below, estimating the number of days, travel and subsistence costs associated with their tender submission.

TABLE A: (firm and fixed costs)

Cost	Post 1 @cost per day (No of days) e.g. Project Manager/ Director @ £2	Post 2 @cost per day (No of days) e.g. Senior Consultant/m anager/resea rcher @£1.5	Post 3 @cost per day (No of days) Junior Consultant /equivalent e.g. £1	Total days	Total fees
Inception meeting to agree plans and finalise requirements with the Fund	<i>Example</i> 0.5	1	1.5	3	£4
<i>[Add as necessary]</i>					
<i>[Add as necessary]</i>					
<i>[Add as necessary]</i>					

Cost Type	Value (£)
Sub - Total	
VAT	
Total*	

* (This must include all expenses as well as work costs; this figure will be used for the purposes of allocating your score for the price criterion and must cover the cost of meeting all our requirements set out in the ITT)

Notes: **The Fund reserves the right to clarify quality and prices and to reject tenders that demonstrate an abnormally low quality response. The Fund also reserves the right to amend the timetable of work where required.**

You should not submit additional assumptions with your pricing submission. If you submit assumptions you will be asked to withdraw them. Failure to withdraw them will lead to your exclusion from further participation in this competition.

6 Procurement Process

6.1 THE FUND reserves the right to reject abnormally low scoring tenders. The Fund reserves the right not to appoint and to achieve the outcomes of the research/evaluation through other methods.

6.2 The procurement timetable will be:

- Deadline for clarification questions: 12 May 2021
- Tender return deadline: 25 May 2021
- The Fund will notify bidders of our procurement decision week commencing: 31 May 2021

- *The Fund will upload response to clarification on Contracts Finder. Please note that we will make the anonymised questions, and our responses to them, available to everyone on the Fund website.

- **We reserve the right to carry out clarifications if necessary; these may be carried out via email or by inviting bidders to attend a clarification meeting. In order to ensure that both the Fund's and Bidder's resources are used appropriately, we will only invite up to three (the ultimate number will depend on the closeness of the scores) highest scoring bidders to attend a clarification meeting. Scores will be moderated based on any clarifications provided during this meeting. You are responsible for all your expenses when attending such meetings.

6.3 Your tender proposals must be sent electronically via e-mail before the tender return deadline of **midday on Tuesday 25 May** to the following contact:

Diane LaRosa, Bii.Admin@heritagefund.org.uk

6.4 Please visit the [Fund's website](#) for further information about the organisation.

Appendix A: Accessibility and formatting guidance

The National Lottery Heritage Fund is committed to providing a website that is accessible to the widest possible audience. Our site is annually tested by accessibility auditors and we must meet a AA compliance level. Our accessibility testing encompasses not just site functionality and design but all of our content, including downloadable documents.

Reports and other documents created for the Fund (**including the tender submissions**) need to be clear, straightforward to use and ready to circulate internally, externally and online, as well as suitable for use by screen reading software. Best practice in accessibility is summarised below:

Readability

In the final report, and all other documents that may be published online including the tender application consultants should ensure that:

- The size of the font is at least 11pt;
- There is a strong contrast between the background colour and the colour of the text. Black text on a white background provides the best contrast. This also applies to any shading used in tables and/or diagrams;
- Italics are only used when quoting book titles for citations and items on the reference list should be arranged alphabetically by author
- Colour formatting and use of photos should be of a resolution size that is easily printable and does not compromise the printability of the document.

For further guidance on ensuring readability of printed materials, please refer to the RNIB Clear Print guidelines. These can be found on the [RNIB website](#).

Accessibility

Reports should adhere to the following guidelines:

Formatting

Headings and content in your document should be clearly identified and consistently formatted to allow easy navigation for users. Heading Styles should be used to convey both the structure of the document and the relationship between sections and sub-sections of the content. Heading styles should follow on from each other i.e. Heading 1 then Heading 2.

Spacing

Screen readers audibly represent spaces, tabs and paragraph breaks within copy, so it is best practice to avoid the repetitive use of manually inserted spaces. Instead, indenting and formatting should be used to create whitespace (e.g., use a page break to start a new page, as opposed to multiple paragraph breaks).

Alternative text

Alt text is additional information for images and tables. This extra information is essential for both document accessibility (screen reading software reads the Alt text aloud) and for the web. Alt text should be concise and descriptive, and should not begin with 'Image of' or 'Picture of'.

Images

These should be formatted in-line with text, to support screen readers. Crediting pictures may be necessary, usually in response to a direct request from a third party.

Tables

These should be for used for presenting data and not for layout or design. They should be simple and include a descriptive title. The header row should be identified and there shouldn't be more than one title row in a table. There should be no merged or blank cells.

Additional documents

Any additional information, separate to the report, for example proformas and transcripts which may be used as standalone documents must be fully referenced to the piece of work being submitting and therefore dated, formatted and numbered appropriately.

Acknowledgement

All reports should acknowledge the Fund. Our logo can be found on the [Fund's website](#).

Further resources

Please refer to the WCAG 2.0 article on [PDF techniques](#) for further information.

Submitting your report to THE FUND

Please check the accessibility of your document using the Word accessibility checker before submitting: File – Info – Check for Issues – Check Accessibility.

Please submit your document as a Word file.

The Fund retains the right to amend documents in order to create accessible versions for publishing.

Appendix B – list of evaluations of recent and ongoing place-based initiatives

Evaluation / Report
Parks for People: case study research (October 2020)
Great Place Scheme evaluation report(s) (October 2019)
20 years in 12 places (2015)
Local authority in-house analysis and consultation (2021)
Future Parks Accelerator (2020 and 2021)
Delivering the SFF Priorities for 2021-22 – findings (2020)
Putting good ingredients in the mix: Lessons and opportunities for place-based working and funding (2018)
RSA Heritage Index (2020)
Heritage for inclusive growth, RSA (2020)
Areas of Focus (2021)
Townscape Heritage Initiative Schemes Evaluation (2013)
Landscape Partnerships evaluation (2011)

Exhibit 2 - Tender Response



Wavehill Tender
Proposal.pdf