

Sealey Associates Ltd The Senate, Southernhay Gardens Exeter EX1 1UG

Attn: By email to:

Date: 4th October 2023

Your ref: N/A

Our ref: PS23245

<u>Award of contract for the supply of PS23245 - ESRC Postdoctoral Fellows (PDF) Development Programme</u>

Following your tender/ proposal for the supply of PS23245 - ESRC Postdoctoral Fellows (PDF) Development Programme to UKRI, we are pleased to award this contract to you.

This letter (Award Letter) and its Schedule(s) set out the terms of the Contract between:

- (1) United Kingdom Research and Innovation (UKRI) Economic and Social Research Council (ESRC), a statutory corporation whose registered office is at Polaris House, North Star Avenue, Swindon, England, SN2 1FL ("UKRI"); and
- (2) Sealey Associates Ltd, a company incorporated and registered in England with company number 13690091 and registered VAT number 394 9794 17 whose registered office is at The Senate, Southernhay Gardens, Exeter, EX1 1UG (the "Supplier").

Unless the context otherwise requires, capitalised expressions used in this Award Letter have the same meanings as in the terms and conditions of contract set out in Schedule 1 to this Award Letter (the "Conditions"). In the event of any conflict between this Award Letter and the Conditions, this Award Letter shall prevail. Please do not attach any Supplier terms and conditions to this Award Letter as they will not be accepted by UKRI and may delay conclusion of the Contract.

For the purposes of the Contract, UKRI and the Supplier agree as follows:

Term

- 1 Commencement 4th October 2023
- 2 Expiry Date: 30th September 2024

Description of Goods and/or Services

The Specification of the Goods and/or Services to be delivered is as set out in Schedule 2.

Charges & Payment

4 The Charges for the Goods and/or Services shall be as set out in Schedule 3.

5	All invoices should be sent, quoting a valid purchase order number (PO Number) provided by UKRI, to: UK Research and Innovation, c/o UK Shared Business Services, Polaris House, North Star Avenue, Swindon, Wilts, SN2 1FF or email
6	To avoid delay in payment it is important that the invoice is compliant and that it includes a valid PO Number, PO Number item number (if applicable) and the details (name and telephone number) of your UKRI contact (i.e. Contract Manager). Non-compliant invoices will be sent back to you, which may lead to a delay in payment. If you have a query regarding an outstanding payment please contact our Accounts Payable section either by email to or by telephone between 09:00-17:00 Monday to Friday.

Supplier's Limit of Liability

7 The Limit of Liability of the Supplier under this Contract shall be: 125% of the total Charges paid and payable to the Supplier under this Contract.

Notices

8 The address for notices of the Parties are:

United Kingdom Research and Innovation (UKRI) - Economic and Social Research Council (ESRC)

Polaris House, North Star Avenue, Swindon, England, SN2 1FL

Attention:

Email:

Sealey Associates Ltd

Sealey Associates Ltd

Sealey Associates Ltd

Associates Ltd

Sealey Associates Ltd

Attention:

Email:

Email:

Liaison

9 For general liaison your contact will continue to be Chelsea Cinquegrani, or in their absence,

We thank you for your co-operation to date and look forward to forging a successful working relationship resulting in a smooth and successful supply of the Goods and/or Services. Please confirm your acceptance of the award of this contract by signing and returning the enclosed copy of this letter to professional@uksbs.co.uk at the above address. No other form of acknowledgement will be accepted. Please remember to quote the reference number above in any future communications relating to this contract.

Yours faithfully,

Signed for and on behalf of (1) U	nited Kingdom Research and Innovation (UKRI) Council (ESRC)
Signature:	
Name:	
Position:	
Date:	
	10/10/23
We accept the terms set out in this A	ward Letter and the Schedule(s).
Signed for and on behalf of Sealey	Associates Ltd
Signature:	
Signature.	
Name:	
Position:	
Date:	
	09/10/23

Terms and Conditions of Contract for Goods and/or Services

1 INTERPRETATION

1.1 In these terms and conditions:

means the letter from UKRI to the Supplier printed above these terms and conditions;

"Central Government Body"

"Award Letter"

means a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics:

- Government Department; (a)
- Non-Departmental Public Body or Assembly Sponsored Public (b) Body (advisory, executive, or tribunal);
- (c) Non-Ministerial Department; or
- (d) Executive Agency;

"Charges" means the charges for the Goods and/or Services as specified in the Award Letter:

"Commencement Date"

means the date for the start of the Contract as set out in the Award Letter:

"Confidential Information"

means:

- all confidential information and data which is acquired from or (a) made available (directly or indirectly) by the Disclosing Party or the Disclosing Party's representatives however conveyed or presented, including but not limited to any information or document relating to the Disclosing Party's business, affairs, operations, budgets, policies, processes, initiatives, plans, product information, pricing information, technical or commercial know-how, trade secrets, specifications, strategies, inventions, designs, software, market opportunities, personnel, customers or suppliers (whether relating to this Contract or otherwise) either orally, in writing, or in whatever form obtained or maintained;
- (b) any information or analysis derived from the Confidential Information;
- anything marked as confidential and any other information notified (c) by or on behalf of the Disclosing Party to the Receiving Party as being confidential;
- (d) the existence and terms of this Contract and of any subsequent agreement entered into in relation to this Contract;
- (e) the fact that discussions and negotiations are taking place concerning this Contract and the status of those discussions and negotiations; and
- (f) any copy of any of the information described in (a), (b), (c), (d) or (e) above, which shall be deemed to become Confidential Information when it is made. For the purposes of this definition, a copy shall include, without limitation, any notes or recordings of the

information described in (a), (b), (c), (d) or (e) above (howsoever made);

"Contract"

means the contract between (i) UKRI and (ii) the Supplier constituted by the Supplier's countersignature of the Award Letter and includes the Award Letter and Schedules:

"Data Protection Legislation"

means, for the periods for which they are in force, all laws giving effect or purporting to give effect to the GDPR, the Data Protection Act 2018, or otherwise relating to data protection, including the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Electronic Communications Data Protection Directive (2002/58/EC), the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2426/2003) and all applicable laws and regulations relating to the processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner, in each case as amended or substituted from time to time;

"Data Subject" shall have the same meaning as in the Data Protection Legislation;

means that date by which the Goods must be Delivered to UKRI, as specified in the "Date of Delivery"

Award Letter.

"Deliver" means hand over the Goods to UKRI at the address and on the date specified in

> the Award Letter, which shall include unloading and any other specific arrangements agreed in accordance with Clause 6. Delivered and Delivery shall be

construed accordingly.

"Disclosing Party"

means a Party that makes a disclosure of Confidential Information to another Party;

"EIR" means the Environmental Information Regulations 2004 (or if applicable the

Environmental Information Regulations (Scotland) 2004);

"Expiry Date" means the date for expiry of the Contract as set out in the Award Letter;

"FOIA" means the Freedom of Information Act 2000 (or if applicable the Freedom of

Information (Scotland) Act 2002);

"GDPR" means:

> (a) the General Data Protection Regulations (Regulation (EU) 2016/679); or

> (b) any equivalent legislation amending or replacing the General Data Protection Regulations (Regulation (EU) 2016/679);

"Good Industry Practice"

means all relevant practices and professional standards that would be expected of a well-managed, expert service provider performing services substantially similar to the Services or substantially similar to the Goods provided to customers of a substantially similar size and nature as UKRI;

"Goods" means the goods to be supplied by the Supplier to UKRI under the Contract;

"Information" has the meaning given under section 84 of the FOIA;

"Intellectual Property Rights"

means:

- (a) copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in Internet domain names and website addresses and other rights in trade names, designs, know-how, trade secrets and other rights in Confidential Information;
- (b) applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction; and
- (c) all other rights having equivalent or similar effect in any country or jurisdiction;

"Limit of Liability" means the limit of liability identified in the Award Letter;

"Partv" the Supplier or UKRI (as appropriate) and "Parties" shall mean both of them;

"Personal Data" means the personal data (as defined in the Data Protection Legislation) which relates to or originates from UKRI, or any of UKRI's employees, contractors or customers and which is processed by or on behalf of the Supplier under this Contract:

"Personal Data shall have the meaning given in the Data Protection Legislation; Breach"

"Staff"

"Staff

"Term"

"TUPE"

"Purchase Order means UKRI's unique number relating to the order for Goods and/or Services to be Number" supplied by the Supplier to UKRI in accordance with the terms of the Contract;

"Receiving Party" means a Party to which a disclosure of Confidential Information is made by another Party:

"Request has the meaning set out in the FOIA or the EIR as relevant (where the meaning set Information" out for the term "request" shall apply);

"Services" means the services to be supplied by the Supplier to UKRI under the Contract;

"Specification" means the specification for the Goods and/or Services to be supplied by the Supplier to UKRI (including as to quantity, description and quality) as specified in the Award Letter;

> means all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any sub-contractor of the Supplier engaged in the performance of the Supplier's obligations under the Contract;

Vetting means vetting procedures that accord with good industry practice or, where Procedures" requested by UKRI, UKRI's procedures for the vetting of personnel as provided to the Supplier from time to time;

> means the period from the Commencement Date to the Expiry Date as such period may be extended or terminated in accordance with the terms and conditions of the Contract;

means the Transfer of Undertakings (Protection of Employment) Regulations 2006 as amended or replaced from time to time;

"VAT" means value added tax in accordance with the provisions of the Value Added Tax Act 1994; and

"Working Day" means a day (other than a Saturday, Sunday, public holiday or 27, 28, 29, 30 and 31 December) when banks in London are open for business.

- 1.2 In these terms and conditions, unless the context otherwise requires:
 - references to numbered clauses are references to the relevant clause in these terms and conditions;
 - (b) any obligation on any Party not to do or omit to do anything shall include an obligation not to allow that thing to be done or omitted to be done;
 - (c) the headings to the clauses of these terms and conditions are for information only and do not affect the interpretation of the Contract;
 - (d) any reference to an enactment includes reference to that enactment as amended or replaced from time to time and to any subordinate legislation or byelaw made under that enactment; and
 - (e) the word 'including' shall be understood as meaning 'including without limitation'.

2 BASIS OF CONTRACT

- 2.1 The Award Letter constitutes an offer by UKRI to purchase the Goods and/or Services subject to and in accordance with the terms and conditions of the Contract.
- 2.2 The offer comprised in the Award Letter shall be deemed to be accepted by the Supplier on receipt by UKRI of a copy of the Award Letter countersigned by the Supplier.

3 SUPPLY OF GOODS AND SERVICES

- 3.1 In consideration of UKRI's agreement to pay the Charges, the Supplier shall supply the Goods and/or Services to UKRI subject to and in accordance with the terms and conditions of the Contract.
- 3.2 In supplying the Goods and/or Services, the Supplier shall:
 - (a) co-operate with UKRI in all matters relating to the supply of Goods and/or Services and comply with all UKRI's instructions; and
 - (b) comply with all applicable laws.
- 3.3 The Supplier shall supply the Goods in accordance with the Specification. The Supplier warrants, represents, undertakes and guarantees that the Goods supplied under the Contract shall:
 - (a) be free from defects (manifest or latent), in materials and workmanship and remain so for 12 months after Delivery;
 - (b) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979) and comply with any applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods;
 - (c) conform with the specifications (including the Specification), drawings, descriptions given in quotations, estimates, brochures, sales, marketing and technical literature or material (in whatever format made available by the Supplier) supplied by, or on behalf of, the Supplier;

- (d) be free from design defects; and
- (e) be fit for any purpose held out by the Supplier or made known to the Supplier by UKRI expressly or by implication, and in this respect UKRI relies on the Supplier's skill and judgement. The Supplier acknowledges and agrees that the approval by UKRI of any designs provided by the Supplier shall not relieve the Supplier of any of its obligations under this clause 3.3.
- 3.4 In supplying the Services, the Supplier shall:
 - (a) perform the Services with all reasonable care, skill and diligence in accordance with good industry practice in the Supplier's industry, profession or trade;
 - (b) use Staff who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with the Contract;
 - (c) ensure that the Services shall conform with all descriptions and specifications set out in the Specification;
 - (d) not do or allow anything to be done that would, or would be likely to, bring UKRI into disrepute or adversely affect its reputation in any way; and
 - (e) provide all equipment, tools and vehicles and other items as are required to provide the Services.

4 TERM

4.1 The Contract shall take effect on the date specified in the Award Letter and shall expire on the Expiry Date, unless it is otherwise extended in accordance with the provisions of the Award Letter or terminated early in accordance with the terms and conditions of the Contract.

5 CHARGES, PAYMENT AND RECOVERY OF SUMS DUE

- 5.1 The Charges for the Goods and/or Services shall be as set out in the Award Letter and shall be the full and exclusive remuneration of the Supplier in respect of the supply of the Goods and/or Services. Unless otherwise agreed in writing by UKRI, the Charges shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the supply of the Goods and/or performance of the Service.
- All amounts stated are exclusive of VAT which shall be charged at the prevailing rate. UKRI shall, following the receipt of a valid VAT invoice, pay to the Supplier a sum equal to the VAT chargeable in respect of the Goods and/or Services.
- 5.3 The Supplier shall invoice UKRI as specified in the Contract. Each invoice shall include such supporting information required by UKRI to verify the accuracy of the invoice, including the relevant Purchase Order Number and a breakdown of the Goods and/or Services supplied in the invoice period.
- In consideration of the supply of the Goods and/or Services by the Supplier, UKRI shall pay the Supplier the invoiced amounts no later than 30 days after verifying that the invoice is valid and undisputed and includes a valid Purchase Order Number. UKRI may, without prejudice to any other rights and remedies under the Contract, withhold or reduce payments in the event of unsatisfactory performance.
- 5.5 If UKRI fails to consider and verify an invoice in a timely fashion the invoice shall be regarded as valid and undisputed for the purpose of clause 5.4 after a reasonable time has passed (which shall be no less than 14 calendar days).

- 5.6 If there is a dispute between the Parties as to the amount invoiced, UKRI may reject the invoice in its entirety. The Supplier shall not suspend the supply of the Goods and/or Services unless the Supplier is entitled to terminate the Contract for a failure to pay undisputed sums in accordance with clause 18.5. Any disputed amounts shall be resolved through the dispute resolution procedure detailed in clause 21.
- 5.7 Where the Supplier enters into a sub-contract, the Supplier shall include in that sub-contract:
 - (a) provisions having the same effects as clauses 5.3 to 5.6 (inclusive) of this Contract; and
 - (b) a provision requiring the counterparty to that sub-contract to include in any sub-contract which it awards provisions having the same effects as clauses 5.3 to 5.7 (inclusive) of this Contract.
 - (c) In this clause 5.7, "sub-contract" means a contract between two or more suppliers, at any stage of remoteness from UKRI in a subcontracting chain, made wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of this Contract.
- If any sum of money is recoverable from or payable by the Supplier under the Contract (including any sum which the Supplier is liable to pay to UKRI in respect of any breach of the Contract), that sum may be deducted unilaterally by UKRI from any sum then due, or which may come due, to the Supplier under the Contract or under any other agreement or contract with UKRI. The Supplier shall not be entitled to assert any credit, set-off or counterclaim against UKRI in order to justify withholding payment of any such amount in whole or in part.

6 **DELIVERY**

- 6.1 The Supplier shall Deliver the Goods to UKRI on or by the Date of Delivery. Unless otherwise agreed in writing by UKRI, Delivery shall be on the date and to the address specified in the Award Letter. Delivery of the Goods shall be completed once the completion of unloading the Goods from the transporting vehicle at the Delivery address has taken place and UKRI has signed for the Delivery.
- Any access to UKRI's premises and any labour and equipment that may be provided by UKRI in connection with Delivery of the Goods shall be provided without acceptance by UKRI of any liability in respect of any actions, claims, costs and expenses incurred by third parties for any loss of damages to the extent that such loss or damage is not attributable to the negligence or other wrongful act of UKRI or its servant or agent. The Supplier shall indemnify UKRI in respect of any actions, suits, claims, demands, losses, charges, costs and expenses, which UKRI may suffer or incur as a result of or in connection with any damage or injury (whether fatal or otherwise) occurring in the course of Delivery or installation to the extent that any such damage or injury is attributable to any act or omission of the Supplier or any of his sub-Suppliers.
- 6.3 Delivery of the Goods shall be accompanied by a delivery note which shows the Purchase Order Number and the type and quantity of the Goods and, in the case of part Delivery, the outstanding balance remaining to be Delivered.
- 6.4 Unless otherwise stipulated by UKRI in the Award Letter, Deliveries shall only be accepted by UKRI on Working Days and during normal business hours.
- 6.5 Where (i) the Supplier fails to Deliver the Goods or part of the Goods or (ii) the Goods or part of the Goods do not comply with the provisions of clause 3, then without limiting any of its other rights or remedies implied by statute or common law, UKRI shall be entitled:

- (a) to terminate the Contract;
- (b) to require the Supplier, free of charge, to deliver substitute Goods within the timescales specified by UKRI;
- (c) to require the Supplier, free of charge, to repair or replace the rejected Goods, or to provide a full refund of the Charges of the rejected Goods (if paid);
- (d) to reject the Goods (in whole or part) and return them to the Supplier at the Supplier's own risk and expense and UKRI shall be entitled to a full refund on those Goods or part of Goods duly returned;
- (e) to buy the same or similar Goods from another supplier; and
- (f) to recover any expenses incurred in respect of buying the goods from another supplier which shall include but not be limited to administration costs, chargeable staff time and extra delivery costs.

7 PROPERTY AND GUARANTEE OF TITLE

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

8 STAFF

- 8.1 If UKRI reasonably believes that any of the Staff are unsuitable to undertake work in respect of the Contract, it may, by giving written notice to the Supplier:
 - (a) refuse admission to the relevant person(s) to UKRI's premises;
 - (b) direct the Supplier to end the involvement in the provision of the Goods and/or Services of the relevant person(s); and/or
 - (c) require that the Supplier replace any person removed under this clause with another suitably qualified person and procure that any security pass issued by UKRI to the person removed is surrendered,

and the Supplier shall comply with any such notice.

8.2 The Supplier shall:

- (a) ensure that all Staff are vetted in accordance with the Staff Vetting Procedures and if requested, comply with UKRI's Staff Vetting Procedures as supplied from time to time;
- (b) ensure that no person who discloses that he/she has a conviction that is relevant to the nature of the Contract, relevant to the work of UKRI, or is of a type otherwise advised by UKRI (each such conviction a "Relevant Conviction"), or is found by the Supplier to have a Relevant Conviction (whether as a result of a

- police check, the Staff Vetting Procedures or otherwise) is employed or engaged in the provision of any part of the supply of the Goods and/or Services;
- (c) if requested, provide UKRI with a list of the names and addresses (and any other relevant information) of all persons who may require admission to UKRI's premises in connection with the Contract; and
- (d) procure that all Staff comply with any rules, regulations and requirements reasonably specified by UKRI.

9 **TUPE**

9.1 The Supplier warrants that the provision of the Goods and/or Services shall not give rise to a transfer of any employees of the Supplier or any third party to UKRI pursuant to TUPE.

10 ASSIGNMENT AND SUB-CONTRACTING

- 10.1 The Supplier shall not without the written consent of UKRI assign, sub-contract, novate or in any way dispose of the benefit and/ or the burden of the Contract or any part of the Contract. UKRI may, in the granting of such consent, provide for additional terms and conditions relating to such assignment, sub-contract, novation or disposal. The Supplier shall be responsible for the acts and omissions of its sub-contractors as though those acts and omissions were its own.
- 10.2 Where UKRI has consented to the placing of sub-contracts, the Supplier shall, at the request of UKRI, send copies of each sub-contract, to UKRI as soon as is reasonably practicable.
- 10.3 UKRI may assign, novate, or otherwise dispose of its rights and obligations under the Contract without the consent of the Supplier provided that such assignment, novation or disposal shall not increase the burden of the Supplier's obligations under the Contract.

11 INTELLECTUAL PROPERTY AND INDEMNITY

- All Intellectual Property Rights in any materials provided by UKRI to the Supplier for the purposes of this Contract shall remain the property of UKRI but UKRI hereby grants the Supplier a royalty-free, non-exclusive and non-transferable licence to use such materials as required until termination or expiry of the Contract for the sole purpose of enabling the Supplier to perform its obligations under the Contract.
- 11.2 The ownership of all Intellectual Property Rights in any materials created or developed by the Supplier pursuant to the Contract or arising as a result of the provision of the Goods and/or Services shall vest in UKRI. If, and to the extent, that the ownership of any Intellectual Property Rights in such materials vest in the Supplier by operation of law, the Supplier hereby assigns ownership of such Intellectual Property Rights to UKRI by way of a present assignment of future rights that shall take place immediately on the coming into existence of any such Intellectual Property Rights all its Intellectual Property Rights in such materials (with full title guarantee and free from all third party rights).
- 11.3 UKRI hereby grants the Supplier a royalty-free, non-exclusive and non-transferable licence to use any Intellectual Property Rights in the materials created or developed by the Supplier pursuant to the Contract and any Intellectual Property Rights arising as a result of the provision of the Goods and/or Services as required until termination or expiry of this Contract for the sole purpose of enabling the Supplier to perform its obligations under the Contract
- 11.4 Without prejudice to clause 11.2, the Supplier hereby grants UKRI a perpetual, royalty-free, irrevocable and non-exclusive licence (with a right to sub-license) to use any

Intellectual Property Rights vested in or licensed to the Supplier on the date of the Contract or during the Term to the extent not falling within clause 11.2 including any modifications to or derivative versions of any such Intellectual Property Rights, which UKRI reasonably requires in order to exercise its rights and take the benefit of the Contract including the Goods and/or Services provided.

- 11.5 The Supplier shall indemnify, and keep indemnified, UKRI in full against all cost, expenses, damages and losses (whether direct or indirect), including any interest, penalties, and reasonable legal and other professional fees awarded against or incurred or paid by UKRI as a result of or in connection with any claim made against UKRI for actual or alleged infringement of a third party's intellectual property arising out of, or in connection with, the supply or use of the Goods and/or Services, to the extent that the claim is attributable to the acts or omission of the Supplier or any Staff.
- 11.6 UKRI shall promptly notify the Supplier of any infringement claim made against it relating to any Goods and, subject to any statutory obligation requiring UKRI to respond, shall permit the Supplier to have the right, at its sole discretion to assume, defend, settle or otherwise dispose of such claim. UKRI shall give the Supplier such assistance as it may reasonably require to dispose of the claim and shall not make any statement which might be prejudicial to the settlement or defence of the claim.

12 RECORDS

- 12.1 If required by UKRI, the Supplier shall:
 - attend progress meetings with UKRI at the frequency and times specified by UKRI and shall ensure that its representatives are suitably qualified to attend such meetings; and
 - (b) submit progress reports to UKRI at the times and in the format specified by UKRI.
- 12.2 The Supplier shall keep and maintain until 6 years after the end of the Contract, or as long a period as may be agreed between the Parties, full and accurate records of the Contract including the Goods and/or Services supplied under it, and all payments made by UKRI. The Supplier shall on request afford UKRI or UKRI's representatives such access to those records as may be reasonably requested by UKRI in connection with the Contract.

13 CONFIDENTIALITY, TRANSPARENCY AND PUBLICITY

- 13.1 Subject to clause 13.2, each Party shall:
 - (a) treat all Confidential Information it receives as confidential, safeguard it accordingly and not disclose it to any other person without the prior written permission of the disclosing Party; and
 - (b) not use or exploit the Disclosing Party's Confidential Information in any way except for the purposes anticipated under the Contract.
- 13.2 Notwithstanding clause 13.1, a Party may disclose Confidential Information which it receives from the other Party:
 - (a) where disclosure is required by applicable law or by a court of competent jurisdiction;
 - (b) to its auditors or for the purposes of regulatory requirements;
 - (c) on a confidential basis, to its professional advisers;

- (d) to the Serious Fraud Office where the Party has reasonable grounds to believe that the other Party is involved in activity that may constitute a criminal offence under the Bribery Act 2010;
- (e) where the Receiving Party is the Supplier, to the Staff on a need to know basis to enable performance of the Supplier's obligations under the Contract provided that the Supplier shall procure that any Staff to whom it discloses Confidential Information pursuant to this clause 13.2(e) shall observe the Supplier's confidentiality obligations under the Contract; and
- (f) where the Receiving Party is UKRI:
 - on a confidential basis to the employees, agents, consultants and contractors of UKRI;
 - (ii) on a confidential basis to any Central Government Body, any successor body to a Central Government Body or any company to which UKRI transfers or proposes to transfer all or any part of its business;
 - (iii) to the extent that UKRI (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions; or
 - (iv) in accordance with clause 14.

and for the purposes of the foregoing, references to disclosure on a confidential basis shall mean disclosure subject to a confidentiality agreement or arrangement containing terms no less stringent than those placed on UKRI under this clause 13.

- 13.3 The Parties acknowledge that, except for any Information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of the Contract is not Confidential Information and the Supplier hereby gives its consent for UKRI to publish the Contract in its entirety to the general public (but with any Information that is exempt from disclosure in accordance with the FOIA redacted) including any changes to the Contract agreed from time to time. UKRI may consult with the Supplier to inform its decision regarding any redactions but shall have the final decision in its absolute discretion whether any of the content of the Contract is exempt from disclosure in accordance with the provisions of the FOIA.
- 13.4 The Supplier shall not, and shall take reasonable steps to ensure that the Staff shall not, make any press announcement or publicise the Contract or any part of the Contract in any way, except with the prior written consent of UKRI.

14 FREEDOM OF INFORMATION

- 14.1 The Supplier acknowledges that UKRI is subject to the requirements of the FOIA and the EIR and shall:
 - (a) provide all necessary assistance and cooperation as reasonably requested by UKRI to enable UKRI to comply with its obligations under the FOIA and the EIR;
 - (b) transfer to UKRI all Requests for Information relating to the Contract that it receives as soon as practicable and in any event within 2 Working Days of receipt;
 - (c) provide UKRI with a copy of all Information belonging to UKRI requested in the Request for Information which is in its possession or control in the form that UKRI requires within 5 Working Days (or such other period as UKRI may reasonably specify) of UKRI's request for such Information; and

- (d) not respond directly to a Request for Information unless authorised in writing to do so by UKRI.
- 14.2 The Supplier acknowledges that UKRI may be required under the FOIA and the EIR to disclose Information concerning the Supplier or the Goods and/or Services (including commercially sensitive information) without consulting or obtaining consent from the Supplier.
- 14.3 Notwithstanding any other provision in the Contract, UKRI shall be responsible for determining in its absolute discretion whether any Information relating to the Supplier or the Goods is exempt from disclosure in accordance with the FOIA and/or the EIR.

15 PROTECTION OF PERSONAL DATA AND SECURITY OF DATA

- 15.1 In this Clause 15, the terms, "processes", "data controller" and "data processor" shall have the same meanings given to them under Data Protection Legislation.
- 15.2 The Parties acknowledge that for the purposes of Data Protection Legislation, UKRI is the data controller and the Supplier is the data processor of any Personal Data.
- 15.3 The Supplier shall and shall procure that its staff and sub-contractors shall comply with all Data Protection Legislation in relation to any Personal Data processed.
- 15.4 Without limiting Clauses 15.2 and 15.3, the Supplier shall at all times (and shall ensure that at all times its staff):
 - (a) process Personal Data only in accordance with the documented instructions received from UKRI and during the Term of this Contract. The Supplier shall immediately inform UKRI if, in the Supplier's opinion, an instruction from UKRI infringes the Data Protection Legislation or any other applicable law;
 - (b) ensure that any person to whom it provides the Personal Data is subject to appropriate confidentiality obligations;
 - (c) disclose any Personal Data only on a need to know basis to staff directly concerned with the provision of the Goods and/or Services;
 - (d) not transfer or direct the transfer of any Personal Data to any third party or process or direct the processing of Personal Data outside of the European Economic Area in each case without UKRI's prior written consent (which consent may be subject to conditions as directed by UKRI);
 - (e) keep all Personal Data confidential, and have in place now and shall on a continuing basis take all reasonable appropriate technical and organisational measures to keep all Personal Data confidential and secure and to protect against unauthorised or unlawful processing, accidental loss, destruction, damage, alteration, disclosure or access;
 - (f) upon request by UKRI, promptly do such other acts in relation to the Personal Data, or any part thereof, as UKRI shall request to enable UKRI to comply with its obligations under the Data Protection Legislation;
 - (g) notify UKRI promptly (and at least within 24 hours) if it receives a request from a Data Subject or a complaint relating to a Data Subject and promptly provide UKRI with all such data, information, cooperation and assistance as is required by UKRI in order to respond to and resolve the request or complaint within any applicable time frames;

- (h) provide such information and allow for and contribute to audits, including inspections, conducted by UKRI or an auditor mandated by UKRI, as is reasonably necessary to enable UKRI to satisfy itself of the Supplier's compliance with this Clause 15 and the Data Protection Legislation
- (i) on termination or expiry of this Contract, and at any other time on UKRI's request, either return or destroy (as elected by UKRI) the Personal Data (including all copies of it) and confirm in writing that it has complied with this obligation; and
- (j) notify UKRI without undue delay on becoming aware of any Personal Data Breach and promptly following notification, provide such data, information and assistance as is required by UKRI in order for UKRI to notify the Personal Data Breach to the Information Commissioner and/or Data Subject(s) and otherwise fulfil its obligations under Data Protection Legislation.

16 **LIABILITY**

- 16.1 UKRI shall not be responsible for any injury, loss, damage, cost or expense suffered by the Supplier if and to the extent that it is caused by the negligence or wilful misconduct of the Supplier or the Staff or breach by the Supplier of its obligations under the Contract. The Supplier shall not be responsible for any injury, loss, damage, cost or expense suffered by UKRI if and to the extent that it is caused by the negligence or wilful misconduct of UKRI or by breach by UKRI of its obligations under the Contract.
- 16.2 Subject always to clause 16.5 and 16.6 in no event shall either Party be liable to the other Party for any:
 - (a) loss of profits;
 - (b) loss of business;
 - (c) loss of revenue;
 - (d) loss of or damage to goodwill;
 - (e) loss of savings (whether anticipated or otherwise); and/or
 - (f) any indirect, special or consequential loss or damage.
- 16.3 Subject always to clause 16.5 and 16.6, the aggregate liability of the Supplier in respect of all defaults, claims, losses or damages howsoever caused, whether arising from breach of the Contract, the supply or failure to supply of the Goods and/or perform the Services, misrepresentation (whether tortuous or statutory), tort (including negligence), breach of statutory duty or otherwise shall in no event exceed the Limit of Liability.
- 16.4 Subject to clause 16.5, the aggregate liability of UKRI in respect of all defaults, claims, losses or damages howsoever caused, whether arising from breach of the Contract, misrepresentation (whether tortuous or statutory), tort (including negligence), breach of statutory duty or otherwise shall in no event exceed a sum equal to the Charges.
- 16.5 Nothing in the Contract shall be construed to limit or exclude either Party's liability for:
 - (a) death or personal injury caused by its negligence or that of its Staff;
 - (b) fraud or fraudulent misrepresentation by it or that of its Staff;
 - (c) breach of any obligation as to title implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or

- (d) any other matter which, by law, may not be excluded or limited.
- 16.6 The Supplier's liability under the indemnities in clauses 11.5, 15 and 20.3 shall be unlimited.
- 16.7 The Supplier shall effect and maintain an adequate level of insurance cover in respect of all risks that may be incurred by it in the performance of this Contract. On request from UKRI, the Supplier shall provide UKRI with copies of the insurance policy certificates and details of the cover provided.

17 FORCE MAJEURE

Neither Party shall have any liability under or be deemed to be in breach of the Contract for any delays or failures in performance of the Contract which result from circumstances beyond the reasonable control of the Party affected. Each Party shall promptly notify the other Party in writing when such circumstances cause a delay or failure in performance and when they cease to do so. If such circumstances continue for a continuous period of more than 30 days, either Party may terminate the Contract by written notice to the other Party.

18 **TERMINATION**

- 18.1 UKRI may terminate the Contract in whole or in part at any time before the Goods and/or Services are provided with immediate effect by giving the Supplier written notice, whereupon the Supplier shall discontinue the provision of the Goods and/or Services (in whole or in part as applicable). UKRI shall pay to the Supplier:
 - (a) such Charges or that part of the Charges for Goods which have been Delivered to UKRI or, on the deemed date of service of the notice of cancellation, are already in transit and the costs of materials which the Supplier has purchased to fulfil the order for the Goods and which cannot be used for other orders or be returned to the supplier of those materials for a refund; and/or
 - (b) such Charges or that part of the Charges for Services provided and a fair and reasonable portion of the Charges for work-in-progress in performing the Services at the time of termination,

but UKRI shall not be liable for any loss of anticipated profits or any consequential loss and the Supplier shall have a duty to mitigate its costs and shall on request provide proof of work-in-progress claimed.

- 18.2 UKRI may terminate the Contract at any time by notice in writing to the Supplier to take effect on any date falling at least 1 month (or, if the Contract is less than 3 months in duration, at least 10 Working Days) later than the date of service of the relevant notice.
- 18.3 Without prejudice to any other right or remedy it might have, UKRI may terminate the Contract by written notice to the Supplier with immediate effect if the Supplier:
 - (a) (without prejudice to clause 18.3(e)), is in material breach of any obligation under the Contract which is not capable of remedy;
 - (b) repeatedly breaches any of the terms and conditions of the Contract in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms and conditions of the Contract;
 - (c) is in material breach of any obligation which is capable of remedy, and that breach is not remedied within 30 days of the Supplier receiving notice specifying the breach and requiring it to be remedied;

- (d) undergoes a change of control within the meaning of section 1124 of the Corporation Tax 2010, unless UKRI has given its prior written consent to the change of control or does not raise an objection within 6 months of the Supplier's written notice to UKRI that a change of control has occurred;
- (e) breaches the provisions of clauses 8.2, 13, 14, 15 and 19;
- (f) becomes insolvent, or if an order is made or a resolution is passed for the winding up of the Supplier (other than voluntarily for the purpose of solvent amalgamation or reconstruction), or if an administrator or administrative receiver is appointed in respect of the whole or any part of the Supplier's assets or business, or if the Supplier makes any composition with its creditors or takes or suffers any similar or analogous action (to any of the actions detailed in this clause 18.3) in consequence of debt in any jurisdiction; or
- (g) fails to comply with legal obligations in the fields of environmental, social or labour
- 18.4 The Supplier shall notify UKRI as soon as practicable of any change of control as referred to in clause 18.3(d) or any potential such change of control.
- 18.5 In addition to the Supplier's statutory rights, the Supplier may terminate the Contract by written notice to UKRI if UKRI has not paid any undisputed invoice within 90 days of it falling due.
- Termination or expiry of the Contract shall be without prejudice to the rights of either Party accrued prior to termination or expiry and shall not affect the continuing rights of the Parties under clauses 2, 3.2, 3.3, 8, 11, 12.1, 13, 14, 15, 16, 18.7, 19.4, 20.3, 21 and 22.9 and any other term or condition of the Contract that either expressly or by implication has effect after termination.
- 18.7 Upon termination or expiry of the Contract, the Supplier shall:
 - (a) give all reasonable assistance to UKRI and any incoming supplier of Goods and/or Services; and
 - (b) return all requested documents, information and data to UKRI as soon as reasonably practicable.

19 **COMPLIANCE**

- 19.1 The Supplier shall promptly notify UKRI of any health and safety hazards which may arise in connection with the performance of its obligations under the Contract. UKRI shall promptly notify the Supplier of any health and safety hazards which may exist or arise at UKRI's premises and which may affect the Supplier in the performance of its obligations under the Contract.
- 19.2 The Supplier shall:
 - (a) comply with the reasonable requirements of UKRI's security arrangements;
 - (b) comply with all UKRI's health and safety measures;
 - (c) notify UKRI immediately in the event of any incident occurring in the performance of its obligations under the Contract on UKRI's premises where that incident causes any personal injury or damage to property which could give rise to personal injury;

- (d) perform its obligations under the Contract in accordance with all applicable equality law and UKRI's equality and diversity policy as provided to the Supplier from time to time;
- take all reasonable steps to secure the observance of clause 19.2(d) by all Staff;
- (f) supply the Goods and any packaging in accordance with UKRI's environmental policy as provided from time to time.
- 19.3 The Goods shall be packed and marked in a proper manner and in accordance with any instructions specified in the Award Letter, any statutory requirements and any requirements of the carriers. All packaging materials shall be considered non-returnable. The Supplier shall indemnify UKRI against all actions, suits, claims, demands, losses, charges, costs and expenses which UKRI may suffer or incur as a result of, or in connection with, any breach of this clause 19.3.
- 19.4 If notified by UKRI, the Supplier shall comply with, and shall ensure that its Staff shall comply with, the provisions of:
 - (a) the Official Secrets Acts 1911 to 1989; and
 - (b) section 182 of the Finance Act 1989.

20 PREVENTION OF FRAUD AND CORRUPTION

- 20.1 The Supplier shall not offer, give, or agree to give anything, to any person an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of the Contract or for showing or refraining from showing favour or disfavour to any person in relation to the Contract.
- 20.2 The Supplier shall take all reasonable steps, in accordance with Good Industry Practice, to prevent fraud by the Staff and the Supplier (including its shareholders, members and directors) in connection with the Contract and shall notify UKRI immediately if it has reason to suspect that any fraud has occurred or is occurring or is likely to occur.
- 20.3 If the Supplier or the Staff engages in conduct prohibited by clause 20.1 or commits fraud in relation to the Contract or any other contract with the Crown (including UKRI) UKRI may:
 - (a) terminate the Contract and recover from the Supplier the amount of any loss suffered by UKRI resulting from the termination, including the cost reasonably incurred by UKRI of making other arrangements for the supply of the Goods and/or Services and any additional expenditure incurred by UKRI throughout the remainder of the Contract; or
 - (b) recover in full from the Supplier any other loss sustained by UKRI in consequence of any breach of this clause.

21 **DISPUTE RESOLUTION**

- 21.1 The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the Contract and such efforts shall involve the escalation of the dispute to an appropriately senior representative of each Party.
- 21.2 If the dispute cannot be resolved by the Parties within one month of being escalated as referred to in clause 21.1, the dispute may by agreement between the Parties be referred to a neutral adviser or mediator (the "**Mediator**") chosen by agreement between the

- Parties. All negotiations connected with the dispute shall be conducted in confidence and without prejudice to the rights of the Parties in any further proceedings.
- 21.3 If the Parties fail to appoint a Mediator within one month, or fail to enter into a written agreement resolving the dispute within one month of the Mediator being appointed, either Party may exercise any remedy it has under applicable law.

22 **GENERAL**

- 22.1 Each of the Parties represents and warrants to the other that it has full capacity and authority, and all necessary consents, licences and permissions to enter into and perform its obligations under the Contract, and that the Contract is executed by its duly authorised representative.
- 22.2 The Supplier warrants and represents that during the Term it shall not accept work from other sources that will in any way impair or affect its ability to provide the Goods and/or Services and comply with the terms of this Contract.
- 22.3 The Supplier must make sure that neither it nor any of its Staff or sub-contractors are placed in a position where there is or may be an actual conflict, or a potential conflict, between their interests or the interests of its Staff or sub-contractors and the Supplier's obligations under this Contract. You must disclose to us the particulars of any conflict of interest that arises.
- 22.4 A person who is not a party to the Contract shall have no right to enforce any of its provisions which, expressly or by implication, confer a benefit on him or her, without the prior written agreement of the Parties.
- 22.5 The Contract cannot be varied except in writing signed by a duly authorised representative of both the Parties.
- 22.6 The Contract contains the whole agreement between the Parties and supersedes and replaces any prior written or oral agreements, representations or understandings between them. The Parties confirm that they have not entered into the Contract on the basis of any representation that is not expressly incorporated into the Contract. Nothing in this clause 22.6 shall exclude liability for fraud or fraudulent misrepresentation.
- 22.7 Any waiver or relaxation either partly, or wholly of any of the terms and conditions of the Contract shall be valid only if it is communicated to the other Party in writing and expressly stated to be a waiver. A waiver of any right or remedy arising from a breach of contract shall not constitute a waiver of any right or remedy arising from any other breach of the Contract.
- 22.8 The Contract shall not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the Parties other than the contractual relationship expressly provided for in the Contract. Neither Party shall have, nor represent that it has, any authority to make any commitments on the other Party's behalf.
- 22.9 Except as otherwise expressly provided by the Contract, all remedies available to either Party for breach of the Contract (whether under the Contract, statute or common law) are cumulative and may be exercised concurrently or separately, and the exercise of one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.
- 22.10 If any provision of the Contract is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from the Contract and rendered ineffective as far as possible without modifying the remaining provisions of the Contract, and shall not in any way affect any other circumstances of or the validity or enforcement of the Contract.

23 NOTICES

- 23.1 Any notice to be given under the Contract shall be in writing and may be served by personal delivery, first class recorded or, subject to clause 23.3, e-mail to the address of the relevant Party set out in the Award Letter, or such other address as that Party may from time to time notify to the other Party in accordance with this clause.
- 23.2 Notices served as above shall be deemed served on the Working Day of delivery provided delivery is before 5.00pm on a Working Day. Otherwise delivery shall be deemed to occur on the next Working Day. An email shall be deemed delivered when sent unless an error message is received.
- 23.3 Notices under clauses 17 and 18 may be served by email only if the original notice is then sent to the recipient by personal delivery or recorded delivery in the manner set out in clause 23.1.

24 GOVERNING LAW AND JURISDICTION

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

Schedule 2

Specification

The Suppliers shall provide the Goods and/or Services in accordance with this Schedule
 2.

1. Introduction

Background

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

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

Awareness of the important contribution that social science research makes to help shape public policy and inform public debates has grown enormously in recent years. For example, by supporting industrial growth and economic development; improving understanding of social and political change globally and exploring social implications of major advances in relation to science and technology¹. Support and opportunities for social science researchers to engage with policy can be variable across disciplines and institutions as well as career stage, and a core aspect of developing social science leadership capability, also involves developing researcher skills to ensure they can engage productively with policy and offer new ways of framing policy questions and options.

In addition, the COVID-19 pandemic had considerable effect on researchers at all career stages and has compounded pressures that many Early Career Researchers (ECRs) face, exacerbating challenges around limited funding, highly competitive job markets, balancing professional and personal commitments, and general career uncertainties^{2 3 4}. The longer-term impacts of the pandemic continue and recent evidence shows that ECRs had been adversely affected in terms

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

² Levine, F J., et al. (2021) "Voices from the Field: The Impact of COVID-19 on Early Career Scholars and Doctoral Students." *American Educational Research Association (AERA)* [accessed here]

³ Woolston, C. (2020) "Pandemic darkens postdocs' work and career hopes." *Nature* 585.7824: 309-312 [accessed here] 4 Byrom, N. (2020). COVID-19 and the Research Community: The challenges of lockdown for early-career researchers. *Elife*, 9, e59634. [accessed here]

of development opportunities, research activities and career prospects⁵ ⁶. Engagement with PDFs in early 2021 also highlighted their interest for connecting with each other and strengthening their networks, in part to compensate for the financial pressures arising from COVID-19 and the extent to which ROs are having to scale back development opportunities.

In light of this, we have since revisited the capabilities we are developing in our researchers, to ensure that we have a strong pipeline able to lead larger, collaborative and challenge-orientated projects, as well as work across a variety of environments. A key component of this talent pipeline is the investment that ESRC makes in the Postdoctoral Fellowship Scheme (referred to as PDFs hereafter) which supports over 90 fellows a year. The Postdoctoral Fellowship Scheme is aimed at researchers that have completed their PhD at a research organisation that is part of a Doctoral Training Partnership (DTP) and are within 12 months of passing their viva voce. The funding aims to allow PDFs to consolidate their PhD through developing publications and networks, as well as their research and professional skills. Enabling this cohort to flourish in a changing research environment is vital for the future of the social sciences.

Pilot Programme Overview

In late 2021, we decided to enhance and expand the support we offer our PDFs by commissioning the design and delivery of a two-year pilot development programme. 30 places were made available for ESRC-funded PDFs each year, and fellows were invited to apply for a place and commit to participating in all activities over the year-long programme, running in parallel to their fellowship.

The pilot programme, designed by Sealey Associates, consisted of the following core elements:

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

Having evaluated the first year of the programme, and with growing evidence from the success of the second year, the pilot development programme has been of clear value to PDFs. Feedback received has indicated that fellows have:

- developed leadership capabilities and greater self-awareness in relation to their careers
- improved understanding of how to apply their expertise/research to real-world policy or industrial challenges
- have increased confidence working within complex networks, connecting with, and conveying the importance of their research to non-technical audiences and in ways that policy makers find useful and accessible

⁵ Schadeberg, Amanda, et al. (2022) "Productivity, pressure, and new perspectives: impacts of the COVID-19 pandemic on marine early-career researchers." ICES Journal of Marine Science 79.8: 2298-2310,[accessed here]

⁶ Lokhtina, I. A., et al. (2022). The impact of the COVID-19 pandemic on early career researcher activity, development, career, and well-being: the state of the art. *Studies in Graduate and Postdoctoral Education*, (ahead-of-print). <u>[accessed here]</u>

 developed skills enabling them to analyse the current political landscape around issues relevant to their research

Evaluation of the two-year pilot programme to date clearly speaks to the success and value of formalised crucible-style interventions. The final year of the pilot is due to finish in September 2023, and we are committed to continuing our support through similar interventions and are looking to commission another year-long development programme for PDFs commencing their awards in October 2023.

2. Scope

Overview

We are inviting bidders to set out an approach to deliver a one-year development programme for PDFs, building on the success of the initial two-year pilot (as described above). The programme will run for one academic year, starting October 2023, recruiting one cohort of 30 PDFs to participate in all scheduled activities within the programme, whilst also opening-up some of these as free-standing elements to the entire cohort of 2023 ESRC PDFs. The programme must be a flexible offering giving ESRC-funded postdoctoral fellows awarded in the 2023 intake two options:

- 1. to apply and commit to the full one-year programme (up to ~30 available spaces)
- 2. to participate in specific elements only; some events within the programme will act as free-standing activities for those not participating in the full programme (able to accommodate around 90 fellows).

We welcome innovative ideas, but the design of the development programme must contain a series of themed/focused events with a policy challenge as a core component and build on the success of the previous two-year pilot programme, as well as similar initiatives, such as the Crucible model (see below) that have come to be considered an important innovation in the researcher development and leadership space.

The Programme Offer

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

The programme must include an in-person policy-challenge workshop, the opportunity to bid for one of three pump priming awards, as well as additional tailored interventions targeted towards specific fellows' needs. Examples include one-to-one coaching or mentoring sessions, but we encourage bidders to be innovative and flexible to consider novel interventions and approaches. The delivery of the policy-challenge workshop will be handled by the supplier, but the ESRC office will work in partnership with them to identify the challenge using our connections into government departments. Bidders should clearly outline where within the programme the policy-challenge workshop will feature, how participants will be encouraged to reflect and learn from it, and how other events in the programme relate to it. The programme must also include the opportunity for PDFs to bid for a pump priming award (three £5k awards are available within the budget), which should showcase the submission of collaborative bids developed by the PDFs that have been created and nurtured through this programme. We envisage these aspects of the programme to be available to the 30 PDFs participating in the full programme, but bidders are expected to explain their approach for the delivery and design of the programme and which other activities will act as free-standing events for the wider cohort of ESRC PDFs.

Activities should be context-driven and action-orientated and offer experiential learning opportunities through a variety of interactive formats and session types, including challenge-led,

experiential, skills development, masterclasses, informal networking. Events should be structured in such a way as to facilitate the formation of cohorts who will progress together through the training and development programme and should consider how the cohort will sustain links after the programme. Bidders are expected to consider how they will ensure the cohort approach is maintained and not diluted when opening up specific sessions to the full cohort of ESRC PDFs.

Events should be run in an inclusive and accessible way and bidders are asked to consider a virtual approach, with the potential for two face-to-face meetings in the UK to help facilitate networking and participation. These should be between PDFs themselves and more widely with policy makers and influential research and innovation leaders for example. Costs associated with attendance of this event should be met within the contract value and must be in line with the UKRI Travel and Subsistence policy as set out in Appendix A UK RESEARCH AND INNOVATION TRAVEL AND SUBSISTENCE POLICY below.

Bidders are encouraged to design an innovative and novel approach to achieve the core aims/objectives of the programme as identified below, which is an attractive offer, given the pressures on time that PDFs will face. This must be considered to ensure that committing to the full one-year programme is still seen as sufficiently valuable, despite aspects of the programme being open to all 2023 ESRC PDFs. Therefore, bidders are also asked to consider how this development programme provision will offer additional opportunities beyond what would be available to a PDF within their own organisation.

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

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

PDF Recruitment

All fellows funded through the ESRC Postdoctoral Fellowship Scheme in 2023 will be contacted and invited to apply and 30 spaces will be available⁷. It should be clear that by applying for one of the 30 full spaces, PDFs will be expected to participate in all aspects. There should also be opportunities for all PDFs to engage in some activities which will be open as free-standing events to all. The supplier will handle the recruitment of participants for the programme and PDFs will be required to submit an expression of interest demonstrating their commitment to the programme. Bidders should set out any other appropriate mechanisms and criteria for selecting 30 ESRC PDFs to participate in the programme, which should be through a fair and transparent process.

Evaluation

On-going evaluation will need to be a key factor to inform future plans and development activities; and to measure the success of this programme. Success indicators for this programme will include the establishment of a cohort of individuals that have an enhanced understanding of the

⁷ ESRC will contact PDFs directly before providing contact details to the successful bidder.

ESRC; strengthened collaborations and networks outside of own institutions/disciplines; cultivated leadership capabilities and communication skills by exposing them to real-world challenges; capable of working in diverse workplaces and building inclusive teams; accessible and inclusive events catered to PDFs needs. We also want the cohort to feel well-equipped and empowered to make career choices and seek out opportunities after the programme. Bidders should also consider how participants will realise the benefits of these awards beyond the programme. Therefore, the programme must include evaluation time, and ESRC will work with the successful supplier to consider how this offering will be evaluated along with the previous two-year pilot programme. The aim of the evaluation will be to reflect on and evaluate whether the programme has satisfactorily met all required deliverables, aims and objectives; and to consider any lessons learned which will inform plans for future opportunities.

3. Aims & Objectives

Core aims of this PDF development programme are to:

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

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

- 1. Include an element of co-design, with PDFs, to create a development programme that provides an attractive and valuable offer to the ESRC PDFs
- 2. Offer a series of themed and focused professional development events spanning a one-year period, which utilise a variety of interactive formats and session types such as experiential, skills development, masterclasses, informal networking, and other relevant activities considered important to build a community. Bidders should ensure the time commitment (especially if participating in the full programme) is manageable for PDFs given the other pressures on their time
- 3. For the PDFs participating in the full programme, include an in-person policy challenge workshop, developed in partnership with ESRC, requiring participants to work collaboratively, then reflecting on the learning gained from the exercise; and an opportunity to bid for one of three £5k Pump Priming awards.
- 4. The events/activities should be inclusive, with at least two face-to-face meetings over the year. These should take the form of (1) a facilitated networking and welcome event for the entire cohort of ESRC PDFs to attend and (2) a separate policy-challenge workshop for those participating in the full programme. Any face-to-face event will be based in the UK and the successful supplier should determine

- location once cohort members have been recruited, taking an inclusive approach to location and venue.
- 5. Encourage cross-disciplinary collaboration, peer support and opportunities to strengthen relationship building.
- 6. Enhance leadership capabilities, to enable participants to lead teams, spread best practice in research integrity and promote diversity and inclusion.
- 7. Provision to administer additional pump priming awards, within the contract budget, which promotes cross-disciplinary collaboration.
- 8. Embed reflective practice throughout the programme, enabling PDFs to consider their leadership practice and the diversity of career choices, which will also feed into the evaluation of the programme
- 9. Ensure longevity of benefit to participants beyond the duration of the programme itself
- 10. Work closely with ESRC, providing regular (minimum fortnightly to start with) progress reviews via email, phone, or video conferencing in advance of and after each event/deliverable.

All core aims/objectives must be met for the PDFs participating in the full programme, but we appreciate that this may not be possible for those fellows opting to participate in the open activities only. Bidders should make clear which elements will be open to all 2023 ESRC PDFs versus those participating in the full programme, but we expect that the policy-challenge workshop and the pump priming opportunity, as well as other tailored/bespoke activities, to be available for the PDFs participating in the full programme, rather than the full cohort.

4. Background to the Requirement

Additional Considerations for Researcher Development

The Crucible Model

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

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

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

early-career researchers to access interdisciplinary encounters, as well as to offer seed-funding and follow-up activities'.

Leadership Development

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

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

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

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

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

Therefore, this tender builds on the previous two-year pilot development programme, which was a first step towards establishing a formalised and well-supported researcher development structure. We also acknowledge the wider applicability of many of the Flinders' recommendations beyond this particular early career researcher (ECR) stage and beyond the social sciences. A separate procurement exercise is underway for a pilot ESRC Research Leaders Development Network to develop a leadership development offer for mid-career and senior social scientists. This work will be commissioned separately and is out of scope of this tender, but bidders may wish to consider how they will connect across and utilise this as an opportunity to expand networks.

5. Requirement

Specific Requirements

Bidders should set out their approach for the programme, informed by the crucible model as well as other similar initiatives, including the previous two-year ESRC PDF Development Programme Pilot. Bidders must provide a detailed forward plan of all proposed activities for the programme, outlining the programme content and what activities would act as standalone element open to the

wider cohort of fellows. Detailed plans should also include how the programme meets objectives 1-11 as stated above, details of how it will be evaluated, and an overview of the resources and expertise within the team.

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

Within the proposal, Bidders should address the following:

Programme Content

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

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

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

Bidders' Ability to Deliver the Proposed Programme

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

- responsibilities, and time commitments of team members need to be set out clearly in bids.
- Presence of an appropriate balance of skills in the project team and representative diversity and disciplinary spread should also be demonstrated.

Management and Resources

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

Monitoring and Evaluation

- A detailed forward plan of all proposed activities for the programme, and how the Bidder will evaluate and measure the success of the development programme, noting the objectives and upon completion of supported activities, information provided to the ESRC should include details of all those who benefited from the activity, the immediate impacts and expected long term impacts of the programme. It is important that we are able to evaluate the effectiveness and value of participating in the full programme, in comparison to the open sessions.
- Build in reflective practice throughout the programme, enabling PDFs to reflect on their development, leadership practice and careers, and consider how this will feed into evaluation of the programme

Pump Priming Awards

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

- Outline how they will administer and manage the pump priming funds and have clear
 effective mechanisms and criteria for the awarding the pump priming funds, this should
 include peer review and an applicant response stage.
- Outline where within the programme this opportunity will feature and how it will be used to embed learning from the programme and catalyse collaboration across the PDFs.
- Decisions for award of pump priming should be provided to the ESRC and prior to this, the team should work with the ESRC to select appropriate peer reviewers as part of the decision-making process

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

Interview

Interviews will take place the week commencing Monday, 18th September 2023 (subject to confirmation). Bidders will be required to make provision for this date and have the necessary resources and skill sets available to attend and represent your organisation with regard to your

tender submission. The maximum number of representatives is limited to three. Please refer to question PROJ1.5 for the full details of the interview structure.

Working with ESRC

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

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

Payment

The total contract award will be divided over the year and payment will be made in four equal instalments (each equivalent to 12.5% of the total budget), in line with the following schedule:

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

Key Risks

Key risks associated with the procurement include PDFs not being able to prioritise the full programme offer above other commitments, but this will be partly mitigated by opening-up specific activities for all PDFs to attend, as well as continuity, which will be dependent on the outcomes of the activities in terms of sustainability of the programme and benefits overtime.

6. Timetable

Contract Start: October 2023

PDF Recruitment: October - November 2023

Programme Start: November 2023

Programme Activities: November 2023 - August 2024

Contract End: September 2024

7. Terms and Conditions

Bidders are to note that any requested modifications to the Contracting Authority Terms and Conditions on the grounds of statutory and legal matters only, shall be raised as a formal clarification during the permitted clarification period.

Terms and Conditions

Bidders are to note that any requested modifications to the Contracting Authority Terms and Conditions on the grounds of statutory and legal matters only, shall be raised as a formal clarification during the permitted clarification period.

UK General Data Protection Regulations (UK GDPR)

The Supplier shall only process in accordance with the instructions as advised below and comply with any further written instructions with respect to processing by the Contracting Authority. Any such further written processing instructions required by the Contracting Authority shall be incorporated into this Schedule and shall be a subject of a formal amendment to this Contract.

1. Data Protection

The Supplier will be compliant with the Data Protection Legislation, as defined in the terms and conditions applying to this opportunity. A guide to The General Data Protection Regulation published by the Information Commissioner's Office can be found <a href="https://example.com/here.com/h

The only processing that the Supplier is authorised to do is listed in Annex 1 by the Contracting Authority and may not be determined by the Supplier.

Annex 1: Processing, Personal Data and Data Subjects

1.	The contact details of the Contracting Authority Data Protection Office	r
	are:	

UK Res	earch and	Innovation	(UKRI) -	Economic	and	Social	Research
Council	(ESRC)						

Polaris House,

North Star Avenue,

Swindon,

Wiltshire.

SN2 1FL

Email:

- 2. The contact details of the Supplier Data Protection Officer (or if not applicable, details of the person responsible for data protection in the organisation) are:
- 3. The Supplier shall comply with any further written instructions with respect to processing by the Contracting Authority.
- 4. Any such further instructions shall be incorporated into this Annex 1.

Description	Details
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Subject matter of the processing	The supplier will design and deliver a professional development programme for one cohort of 30 PDFs to participate in all scheduled activities within the programme, whilst also opening-up some of the programme as free-standing elements to the entire cohort of 2023 ESRC-funded PDFs.
Duration of the processing	1 year. Contract to start in October 2023 and end in September 2024.
Nature and purposes of the processing	The supplier will be expected to handle the recruitment of participants and the scope of the programme will include a series of themed events with a policy focused 'challenge' component at its core, contact details needed to achieve this purpose.
	The supplier should report on the diversity of the programme to enable UKRI to monitor and improve diversity on underrepresented groups.
Type of Personal Data	Personal Data: Name, email address, research organisation Special Category Data: disability, ethnicity, gender age
Categories of Data Subject	Members of the research and innovation community specifically Postdoctoral Fellows funded through ESRCs Postdoctoral Fellowship Scheme.
Plan for return and destruction of the data once the processing is complete UNLESS requirement under European Union or European member state law to preserve that type of data	The Contractor will: delete the Personal Data and erase the Personal Data from any computers, storage devices and storage media that are to be retained by the Contractor after the expiry of the Contract. The Contractor will certify to the Authority that it has completed such deletion within 30 days.





































Schedule 3

Charges

- 1. The Charges for the Goods and/or Services shall be as set out in this Schedule 3.
- 2. The total value of this contract is £74,800.00 excluding VAT. The Charges for the Services are set out in the Appendix A to this Schedule 3.

Appendix A



Schedule 4

Travel and Subsistence

1. Travel and Subsistence is to be costed within the AW5.2 Price Schedule against Item Number 7 Travel and Subsistence.



Travel and Subsistence Policy

Contents:

- Policy Statement
- Management Statement
- References
- Version control
- Summary
- 2. **Principles**
- 3. **Delegation**
- 4. Claims procedures
- 5. How to claim reimbursement
- 6. Travel claims
- 7. Accommodation claims
- 8. Claimants with disabilities
- 9. Disclosure of information in relation to expenses claimed
- 10. Reimbursement of expenses by other organisations

Appendices:

- A. Transport claims
- В. Overseas travel
- C. Accommodation
 D. Subsistence

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Policy Statement

UK Research and Innovation (UKRI) may require employees to travel on official UKRI business and will reimburse claimants promptly for the costs of travelling when they are away from home or their normal place of work.

The preferred purchasing route for travel services is through the UKRI appointed agents, who will be paid directly. Travel and subsistence claims, as with all UKRI expenditure, are met from public funds and attract public attention, therefore it is imperative that there is full compliance with this policy and that claims are processed in a consistent and effective manner.

All those travelling on UKRI business and making claims under this policy are expected to recognise their obligations to consider whether the trip is necessary, and to obtain maximum value for money and consider the safety and wellbeing of employees and the environmental impact of their travel.

Employees must make claims only in respect of costs properly incurred.

This document incorporates the policy for travel on UKRI business, including related aspects such as overnight accommodation. The policy applies to employees at all levels of the organisation.

Before following this policy, please consult the HR Policy Framework.

Management Statement

The Travel and Subsistence Policy and Procedure (the 'Travel and Subsistence Policy') has been agreed with the Trade Union Side and complies with statutory legislation, and HM Revenue and Customs requirements.

For the purposes of this policy the use of the word 'employee' covers UKRI employees, including those employed on temporary or fixed term contracts. The policy will also apply to non UKRI employees who claim travel and subsistence through UKRI. For advice on the application of the policy contact HR.

References

Managing Performance and Conduct Policy Working Location Policy

Version Number	Status	Revision Date	Summary of Changes
Version 1.0	Complete	January 2020	New policy created

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- 1. Summary
 - 1.1 Below is a comprehensive guide to the rates that can be claimed for travel made on UKRI business. HM Revenue & Custom Mileage rates will be reviewed annually.
 - 1.2 The above rates include all expenses incurred in the use of a vehicle including fuel.

Expense	Criteria	Amount/policy
Cars and vans	Each business mile within the first 10,000 business miles in tax year	45p
	Each business mile over 10,000 in the tax year	25p
	Per passenger per business mile for carrying fellow employees in a car or van on journeys which are also work journeys for them	5p
Motorcycles	Each business mile	24p
Bicycles	Each business mile	20p
Flights (see Appendix A for more information)	Flights of less than 5.5 hours	Only an economy ticket is permitted
	Flights of more than 5.5 hours	Economy class or premium economy class is permitted
Loyalty points awarded by airlines	Points accrued through official travel for UKRI	These points must be used to offset the costs of future official journeys, and not for personal use. Employees cannot specify a particular supplier to gain air miles or loyalty points from
Visa fees (see Appendix B	Applied for as part of official	Will be reimbursed on
for more information)	UKRI business	production of a receipt
Car hire (see Appendix A for	Claimants should use the	Claimants may claim for the
more information)	UKRI's recommended service for booking a hire car	cost of fuel for a journey made as part of UKRI business
Taxis (see <u>Appendix A</u> for more information)	(e.g. when a journey by public transport would be longer and more difficult, if an employee has very heavy luggage, for those with disabilities or for those who perceive themselves to be at higher risk)	Costs will be reimbursed. Receipt must be provided including journey details and dates
Parking, congestion charges, ferries	For journeys which qualify for the mileage allowances	Expenses may be claimed but receipts should be submitted
Clamping or congestion charge fines	In the event of a meeting overrunning or non-payment of a congestion charge	No payments will be made
Meals in the UK	Breakfast meal limit (where not included in B&B tariff) Lunch meal limit Evening meal limit	£7.50 inc. VAT £15 inc. VAT £25 inc. VAT
Accommodation rates in the	London and Edinburgh	Maximum
UK (see Appendix C for	(including breakfast)	£170 inc. VAT per night
more information)	Elsewhere in the UK (including breakfast)	Maximum £120 inc. VAT per night

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	Staying with friends or relatives (only available for employees paid via payroll) *	Flat rate £25 net per night
Overseas expenses	Scale rate expenses payments: employee travelling outside the UK	Actuals up to the limits set in the HMRC scale rate expenses payments
Personal incidental expenses	Per 24-hour period	£5 (flat rate)
Additional or late attendances at work	Travel between home and place of work	This is the responsibility of the employee and will not normally be reimbursed

1.3 The above summary does not include all types of expense claim. For any information not included, please refer to the relevant contents page or appendix.

2. Principles

- 2.1 Employees should neither profit nor suffer a financial loss whilst undertaking UKRI business
- 2.2 The reimbursement of expenses is normally on a receipted actual basis within the maximum limits stipulated the <u>summary table</u>, or, in the case of overseas expenses, within the maximum limits set by the HMRC's scale rate expenses payments.
- 2.3 All expenses processed through UKRI accounts will be treated as if they were paid for by public funds irrespective of the actual source of funds.
- 2.4 Expense claims should not be used to purchase equipment, materials or services that should be bought through the normal procurement process e.g. computers, phones.
- 2.5 The organisation recognises that in exceptional circumstances (e.g. emergency situations, inability to obtain a receipt, travelling in certain countries abroad) a claimant may have to deviate from UKRI's policy. In relation to travel abroad it should be discussed and agreed in advance with the line manager as to whether claiming the HMRC daily rate would be more appropriate.
- 2.6 The cost of travel between home and the normal place of work is the responsibility of the claimant and will not normally be reimbursed.
- 2.7 Local Travel and Subsistence policies are not permitted.
- 2.8 Some of the provisions detailed within this policy are subject to tax in line with HMRC rules. Expenses paid to employees that are considered taxable will be reimbursed with the monthly salary payment and will be subject to Income Tax and National Insurance contributions. If an expense is reimbursed to a non UKRI employee that is considered taxable, UKRI will notify the HMRC and the tax due will need to be paid to HMRC by the claimant.
- 2.9 For further information on application of the procedures, please see below.

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^{*} this is a taxable allowance and therefore only applicable to employees paid via payroll with the appropriate deductions of tax and NI.



Delegation

3.1 For information on the delegated authority, please refer to the UKRI HR Delegated Authority Framework.

4. Claims procedures

- 4.1 UKRI employees
 - 4.1.1 All UKRI employees should submit their expenses via their relevant IT system.
- 4.2 Non UKRI employees
 - 4.2.1 Non UKRI employees must submit their expenses claims on a Non-Employee Expenses Claim Form which is available on the system or accessed through UKRI HR or Finance teams.
- 4.3 Claimants leaving UKRI
 - 4.3.1 All expenses claims must be authorised and submitted prior to the claimant's last working day with UKRI. Claims received after this date will only be paid in exceptional circumstances and using the non-employee claim process.
- 4.4 Interview expenses
 - 4.4.1 UKRI may offer to pay applicants' expenses to travel by the most economic route to the interview venue at the recruiting manager's discretion.
 - 4.4.2 Applicants must submit their expenses claims on a Non-Employee Expenses Claim Form (see 4.2.1 above).

5. How to claim reimbursement

- 5.1 Claiming expenses and receipts
 - 5.1.1 Claims for the reimbursement of expenses from UKRI employees must be submitted via the relevant system, or where the employee does not have access to the system, via local arrangements.
 - 5.1.2 Following submission of the claim, receipts must be submitted using the relevant system.
 - 5.1.3 Small items of incidental expenditure, up to £5 total per day, can be claimed without a receipt if not available.
 - 5.1.4 All expenditure over £5 must be accounted for with receipts. Reimbursement for items over £5 without receipts will only be met in exceptional circumstances. In each case the claimant should contact the payroll manager of the relevant system to establish whether any tax liability will apply.
 - 5.1.5 Credit and debit card charges will not be reimbursed unless incurred while on overseas business.
- 5.2 Time limit for claims/reimbursement
 - 5.2.1 Expenses claims should be submitted for payment within 60 days of the expense

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being incurred. Properly-completed and authorised claims will normally be paid within three working days. A brief note should be attached with the note if it is not possible to submit expense claims within the timeframe.

- 5.2.2 Further information on claiming for reimbursements can be found in Appendix A.
- 5.3 False/Fraudulent claims
 - 5.3.1 All claimants are responsible for completing claims accurately.
 - 5.3.2 Any attempt to claim expenses in breach of this policy or to assist a colleague to breach this policy will be considered a serious disciplinary offence and will be dealt with under the UKRI Managing Performance and Conduct Policy disciplinary procedure.
 - 5.3.3 There are occasions where UKRI buys a ticket for travel for a claimant and/or reimburses the claimant for the expenses, pending payment to the claimant by a third party. In these circumstances the claimant is obligated to repay the organisation at the earliest opportunity. Failure to repay expenses which have been met by the organisation and are then reimbursed by a third party may constitute fraud.

5.4 Appeals

5.4.1 UKRI employees who consider that their claim or circumstances have not been considered or authorised fairly may follow the UKRI grievance procedure as a method of appeal against decisions taken. However, claimants are encouraged, in the first instance, to seek advice and guidance on their concerns from HR.

6. Travel claims

- 6.1 All travel for official UKRI business must be approved by the authorising manager prior to being booked and undertaken.
- 6.2 Mode of travel
 - 6.2.1 Claimants should use the recommended service for booking travel.
 - 6.2.2 Claimants may choose their own form of transport subject to the overriding consideration of value for money.
 - 6.2.3 The organisation's preference is for employees to use public transport or, where that is not practicable, to use UKRI owned vehicles or self-drive hire cars (where these are better value for money than using privately owned vehicles see Appendix A).
 - 6.2.4 The use of taxis may be justified in certain circumstances (see Appendix A).
- 6.3 Travel/subsistence advances
 - 6.3.1 Where circumstances prevent an expense being recovered in timely manner, such as an extended period of overseas travel, advance payment may be made to cover anticipated costs of travel and subsistence. This should only be used in exceptional circumstances.
 - 6.3.2 The amount advanced will be determined by the organisation on a case-by-case

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basis; in all cases, it will be less than 100% of the anticipated travel and subsistence costs. Advances should be ordered in time for the trip but not significantly prior to the trip.

- 6.3.3 After returning from travel the claimant should submit an expense claim and their receipts via the normal process, specifying the amount that they had already been advanced. Any overpayment will need to be reimbursed to UKRI by the claimant.
- 6.4 Reimbursement of cancellation charges
 - 6.4.1 Where a claimant has unavoidably had to cancel travel/accommodation plans and cancellation charges are incurred these will be reimbursed by UKRI if the following conditions are met: 1) claims are accompanied by supporting documentation, and 2) the authorising manager is satisfied that cancelling the travel/accommodation was unavoidable.
 - 6.4.2 The claimant is expected to assist the organisation in recovering costs from the UKRI Group Travel Insurance scheme.
- 6.5 Environmental impact of travel
 - 6.5.1 Before booking travel, claimants should consider whether the trip is necessary or whether teleconferencing or video conferencing offer a viable alternative.
 - 6.5.2 The organisation encourages claimants to use the mode of travel that results in the least environmental impact.
 - 6.5.3 Where choosing a more environmentally friendly mode of travel results in an increase in costs, the employee must raise this in advance of making any bookings, with their authorising manager. All reasonable requests should be approved.
 - 6.5.4 Further information on air travel, privately owned vehicles, insurance requirements and mileage can be found in the <u>summary table</u> at the beginning of this policy.
- 6.6 Detached duty Daily Travel to Undertake Detached Duty
 - 6.6.1 Where employees travel daily from their home at the permanent establishment to a place of detached duty, UKRI will reimburse excess travel and expenses costs.
 - 6.6.2 Expenses will be reimbursed for the first 30 working days of actual attendance; days on which expenses are not claimed will be disregarded as will days on which the employee travels directly from home to another location on official business. Once the limit has been reached, payment may be resumed for visits to that place only after a continuous absence of at least three months.

7. Accommodation claims

- 7.1 Overnight accommodation standards
 - 7.1.1 When overnight accommodation is required it is normally expected that claimants at all levels will obtain accommodation which meets the standards set out in the <u>Appendix C</u> at the most economical rate available. The summary table at point two provides the maximum normal limits for accommodation rates in the UK. Where, in exceptional circumstances, these rates need to be exceeded this should be approved by the authorising manager prior to booking.

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- 7.1.2 A guide for overseas accommodation rates is available from HMRC and these rates should be considered when booking accommodation.
- 7.2 Overnight accommodation choice of hotels
 - 7.2.1 The organisation expects claimants to use hotels at which discounts have been negotiated or to use centralised booking arrangements where these are available.
 - 7.2.2 However, the preference of individual claimants in their choice of hotel will be respected subject to the overriding consideration of value for money.
 - 7.2.3 Further information can be found in Appendix C.

8. Claimants with disabilities or medical conditions

- 8.1 It is recognised that claimants with disabilities, or medical conditions, may have additional needs when travelling and staying in hotel accommodation.
- 8.2 Where a claimant with a disability, or medical condition, requires a mode of travel or accommodation which, although is more expensive for UKRI, they consider to be a more practical and convenient method of transport for them, the claimant should raise this with their authorising manager for discussion in advance of making any bookings. UKRI should apply flexibility and discretion to ensure that the claimant is not inconvenienced.

9. Disclosure of information relating to expenses claimed

- 9.1 From time to time the organisation may be required to publish information relating to expenses claimed from UKRI by employees and non-UKRI employees, for instance in response to a Freedom of Information request.
- 9.2 In such cases the UKRI would normally release information at an aggregate or summary level
- 9.3 Where a request involves the expenses of Directors, other senior managers and others who it may be possible to identify from the data, those involved will, wherever possible, be given the opportunity to comment in advance on the information likely to be released.
- 9.4 In any other instances where the public interest may favour disclosure the individuals affected would, wherever possible, be given the opportunity to comment on any information likely to be released.
- 9.5 Where copies of receipts or invoices are requested these will be made available as appropriate, taking into account any issues relating to personal data.

10. Reimbursement of expenses by other organisations

- 10.1 Travel and accommodation can be funded by another organisation if that organisation pays the travel provider directly or alternatively the host organisation can pay UKRI directly by bank transfer.
- 10.2 Employees should refuse any offer of payment, in cash or otherwise, by another organisation for expenses paid by, or due to be paid by, UKRI.

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Travel and Subsistence
Appendix A – Transport claims

A1. Public transport - Class of travel

- A1.1 Claimants are normally expected to travel standard class by train and economy or, for flights longer than 5.5 hours, premium economy class by air, (see the <u>summary table</u>). All claimants should actively seek value for money where it is practical and feasible.
- A1.2 Air and rail travel should be booked through the UKRI's recommended service.

A2. Oyster Journeys (TfL)

- A2.1 Travel on metro systems using contactless is acceptable where it offers better value for money and an itemised receipt can be provided.
- A2.2 Underground tickets can be purchased when making an inter-city rail booking. Staff and/or teams who make regular trips to or around London should use an Oyster card or contactless payment method.
- A2.3 If using a personal 'pay as you go' Oyster card for business travel, you should only claim for the cost of the actual journey and not the round sum you may have paid to top up. Journey statements confirming the route and cost are available by registering your Oyster card. The statement can be submitted with the claim for reimbursement.
- A2.4 Transport for London offer 'contactless payment' in place of an Oyster card. You can create an account and register your debit/credit card or link a debit/credit card to your current Oyster account. Journey statements will be available and can be submitted with the claim for reimbursement.
- A2.5 If you purchase an Oyster travel card, for a week, month or year, as part of your journey to and from work, only journey expenses above the cost of the travel card will be reimbursed (these journeys will be charged to your card as part of 'pay as you go').
- A2.6 It is recognised that this may not be possible at short notice or when the claimant is away from the office. In these circumstances the claimant may purchase the ticket and recharge the cost.

A3. Exclusion of business and first-class travel

- A3.1 UKRI employees and other claimants are generally not permitted to travel by first or business class on any form of transport including air and rail except in exceptional circumstances, for example where justified by a medical condition or disability.
- A3.2 First class may be booked in order to secure a single occupancy of a sleeper compartment on a train. Employees may also book the cheapest en suite accommodation on a sleeper train where available.
- A3.3 The claimant must seek authorisation from their authorising manager prior to booking any form of business or first-class travel.
- A3.4 When planning official travel, arrangements should be made as far as is practicable for adequate rest periods between the stages of long-haul flights (flights of more than five hours) or before an employee starts work after such flights.
- A3.5 Claimants are welcome to upgrade from standard at their own expense (or use of personal reward miles). UKRI can only cover the cost of the standard fare.

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A4. Air Travel - Class of ticket to be purchased:

- A4.1 For flights of less than 5.5 hours only an economy ticket is permitted.
- A4.2 Where the total flight time of a journey is 5.5 hours or more, a premium economy ticket is permitted.

A5. Privately owned vehicles

- A5.1 There is no obligation or expectation that privately- owned vehicles should be used for UKRI business.
- A5.2 Claimants must ensure they comply with the provisions of UKRI's Driving and Use of Vehicles at Work policy/guidance, which provides an effective system of controlling the risk to employees who drive on UKRI business.
- A5.3 When using their own vehicle, claimants must ensure that it is licensed, appropriately insured and has a valid MOT certificate. Provided the insurance and ownership requirements are satisfied, claimants may use privately owned motor vehicles and claim the appropriate mileage allowance rate (see summary table) except when:
 - A5.3.1 there is suitable UKRI provided transport readily available,
 - A5.3.2 or there is room for another passenger in another vehicle which is to be used for an official journey over the same route at about the same time;
 - A5.3.3 using public transport is better value for money.
- A5.4 A formal undertaking must be completed and handed to the authorising manager at the permanent place of work before any claimant first uses their private motor vehicle on official business. This formal undertaking must include:
 - A5.4.1 confirmation that the employee has read the requirements set out in this policy relating to their vehicle.
- A5.5 The following paragraph: "I understand and accept these requirements as governing the use of my motor vehicle(s) on official UKRI business and, in agreeing to comply with them, undertake to ensure that I am adequately insured and to advise my authorising manager immediately of any change which means that the insurance falls short of what is required, under the UKRI Travel and Subsistence Policy."

A6. Mileage allowances

- A6.1 Payment for using a privately-owned vehicle(s) on official business will be by one of the ways set out below:
- A6.2 Payment of a bicycle allowance for journeys when an individual uses a privately-owned bicycle.
- A6.3 The allowances above are not subject to income tax or National Insurance contributions.
- A6.4 Details of the current rates of the allowances are set out in the summary table.
- A6.5 UKRI will only pay the HMRC approved mileage rate for the appropriate journey. These rates are subject to change by HMRC and such changes will be actioned by UKRI at the time they are made.

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A7. Passenger supplement

A7.1 A passenger supplement per passenger per business mile, may be claimed in conjunction with the mileage allowances in the summary table in respect of each official passenger carried whose fare would otherwise be payable from UKRI funds.

A8. Parking, congestion charges, tolls, ferries and other driving-related penalties

- A8.1 Reasonable expenses incurred on parking, congestion charges, tolls and ferries may be claimed in respect of journeys which qualify for the mileage allowances in the summary table. Receipts or other documentary evidence should be submitted as part of the claim.
- A8.2 Charges for overnight parking will be paid only when subsistence expenses are payable for the night(s) in question.
- A8.3 Employees are personally liable for traffic, parking and congestion charge penalties.
- A8.4 Reimbursements will not be made to an employee who receives a fine or other financial penalty relating to an offence committed whilst driving on UKRI business (e.g. for speeding or for using a hand-held mobile phone or similar device). Given the possible impact on the UKRI's vehicle insurance premium, employees are required to notify UKRI of any such offences and penalties. Employees found guilty of breaking road traffic laws while driving on official business may be subject to disciplinary proceedings.

A9. Taxis and self-drive car hire

- A9.1 It is recognised that the use of taxis can be in the interest of UKRI (e.g. when the journey by public transport would be considerably longer and more difficult or if an employee has very heavy luggage, etc.).
- A9.2 Claimants who would find public transport impractical or inconvenient (e.g. claimants with disabilities) or those who would perceive themselves to be at higher risk should be reimbursed the cost of taxis. A receipt must be provided which must include journey details and dates.
- A9.3 Claimants should use the UKRI's recommended service for booking a hire car and may claim for the cost of the fuel for that specific journey.

A10. Concessionary travel for additional or late attendances at work

- A10.1 The cost of travel between home and the normal place of work is the responsibility of the employee and will not normally be reimbursed.
- A10.2 However, the cost of any extra (i.e. above that normally occurred in a working day) travelling expenses will be reimbursed if an employee is, for UKRI work reasons, obliged to:
 - A10.2.1 return to the place of work at the weekend, for UKRI work reasons
 - A10.2.2 return to the place of work again in the evening after already having travelled home from work earlier in the day
 - A10.2.3 exceptionally remain late in the evening
 - A10.2.4 return to the place of work on a public or privilege holiday

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A10.3 Claimants are not eligible for payment if:

- A10.3.1 they are attending as part of a regular rostered commitment; or
- A10.3.2 they are in receipt of shift allowance which takes account of irregular attendance or hours.
- A10.4 When a day off is taken in lieu of having worked at the weekend, or on a public or privilege holiday, the normal daily travelling cost will not be reimbursed for the time at work since travelling costs will not have been incurred on the day off.

Payment for such extra travel between home and place of work is normally subject to income tax. Claims must therefore be made using the UKRI arrangements for claiming taxable expenses.

However, claimants obliged to finish work after 2100 hours on an infrequent and irregular basis will be reimbursed necessary additional expenses, e.g. for taxi or hire car, of travel home tax free under the terms of the relevant HMRC concession. Detailed advice as to whether or not the concession can be applied can be obtained from the Finance and Procurement Contact Centre within UKRI's provider.

For the purposes of this concession, the requirements which should be met are:

- 1. late working is regarded by the HMRC as frequent if it occurs on more than 60 occasions in a tax year,
- 2. late working is regarded by the HMRC as regular if there is a predictable pattern.

A11. During a public transport emergency

A11.1 During a public transport emergency, claimants who are required to attend work and who thereby incur extra unavoidable travelling expenses will be reimbursed. This may be liable for tax – guidance can be sought from the payroll manager of the relevant system.

A12. Loyalty points awarded by airlines, hotel chains etc.

- A12.1 Claimants may not specify a particular supplier solely to gain Air Miles or any other loyalty points.
- A12.2 Air Miles or Loyalty Points which are accrued to an individual as a result of official travel on behalf of UKRI must only be used to offset the costs of future official journeys, and not for personal use.
- A12.3 The organisation will not reimburse claims where private Air Miles or Loyalty Points have been used for UKRI travel and the cash equivalent is sought upon redemption.

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Travel and Subsistence
Appendix B – Overseas travel

B1. Passport and Overseas Visa

- B1.1 Claimants required to travel overseas on UKRI business will be reimbursed the cost of obtaining a visa when necessary for the travel on production of a receipt.
- B1.2 Employees are responsible for obtaining passports for themselves and ensuring they have appropriate visas before departure.
- B1.3 The following instances allow for reimbursement of the passport fee:
 - B1.3.1 when the individual concerned requires two passports due to the political situation in different countries or the regular need to have one passport away for the issue of visas whilst another is being used for travel. UKRI will meet the cost of the second passport.
 - B1.3.2 When the passport pages are filled as a result of business-related overseas visits,
 - B1.3.3 where it is anticipated there will be a need for a passport with additional pages due to the number of visits to be made. UKRI will meet the difference in cost between this and the standard passport.
 - B1.3.4 When the individual concerned intends the only visits they will make overseas during a one-year period will be in connection with their work.

B2. Exchange rates

- B2.1 Where expenditure has been incurred in a foreign currency the claimant may use the exchange rate applied as long as their claim is accompanied by evidence of this rate.
- B2.2 Where there is no evidence of the specific exchange rate then the expense claim should be made in the exchange rate applicable on the day of the claim (which is often provided by the claim system).

B3. Currency exchange commission

B3.1 Claimants required to travel overseas on UKRI business will be reimbursed the cost of exchange fees and commission when accompanied by a receipt/documentary evidence.

B4. Immunisation and inoculations for overseas travel & Medical Screening

B4.1 Claimants travelling overseas on UKRI business will be reimbursed the cost of any immunisation treatments required for the travel on production of receipts provided that the travel has been approved.

B5. Overseas travel insurance

B5.1 Claimants (including non-UKRI employees) travelling overseas on approved UKRI businesses are usually covered by the UKRI Group Travel Insurance Scheme. If employees have any reason to suspect that they may not be covered by the Scheme, they should get in touch with HR or Finance.

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- B5.2 The scheme covers personal accident, disablement and medical expenses as well as personal baggage, loss of money, cancellation, travel delays, passport indemnity, personal liability and legal expenses up to certain limits. All claimants must keep receipts if they want to claim any of these costs back.
- B5.3 Claimants will be given details of the policy and a card with all the contact details before they travel (this will be issued by local administration).
- B5.4 The organisation will not reimburse the cost of any additional insurance cover claimants wish to take out, for personal travel/holiday before or after their UKRI business trip.
- B5.5 The insurance policy only covers claimants on authorised UKRI business. Full details of the insurance scheme are available from HR.
- B5.6 You may only claim for excess baggage if you are due to be away from your home office for longer than one month.
- B5.7 For further details of travel and subsistence for trips lasting more than 42 days, see the Long-Term Attachment section of the Working Location Policy.

B6. Other expenses

- B6.1 When a trip from the normal place of work extends beyond 42 working days the arrangements described above will be replaced by a specially determined package. The Director will determine this package in consultation with HR and the Finance team at UK SBS.
- B6.2 The Director (or nominee), with UK SBS, will also determine the arrangements for the reimbursement of living costs, accommodation and other related costs. Normally, the employee will be expected to move into self-catering accommodation.

B7. Extension of business trip for personal reasons (including personal research)

- B7.1 An employee must use the normal holiday application process using the system when applying for an extension of a business trip for personal reasons.
- B7.2 Incremental costs relating to extension must be paid for personally. It must be clearly demonstrated that UKRI business was the primary purpose of the visit. Leave records should be appropriately completed.
- B7.3 The UKRI insurance does not cover claimants for the additional days of any extension of a business trip for personal reasons.
- B7.4 Should the time spent on personal business in any one trip exceed seven days the claimant must contact the Payroll team at UK SBS for guidance on the taxation position of any reimbursement made by the organisation.

B8. Family travel

- B8.1 The organisation will not meet any costs relating to the accompanying spouse/partner or family member of an employee travelling on UKRI business.
- B8.2 Where spouses or companions accompany UKRI employees, the costs must be separated appropriately e.g. if a single room costs £70 and a twin/double £100, the £30 difference must be deducted from the claim (or refunded to the UKRI, if paid initially via UKRI's travel agent).

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B9. Long-Term Attachments (LTAs)

- B9.1 Remuneration during Long-Term Attachments (LTAs) overseas comprises three main elements:
 - B9.1.1 basic UK salary,
 - B9.1.2. Overseas LTA allowance,
 - B9.1.3. Night Subsistence Allowance.
- B9.2 Entitlement to Overseas LTA Allowance continues throughout the LTA period, starting with the day of arrival at the overseas site and ending on the day of final return. For further information please contact HR.

B10. Captive Time Allowance

B10.1 Captive Time Allowance (CTA) is payable to staff on both short-term visits and Long-Term Attachment (LTAs), as compensation for periods of captivity spent at observing sites.

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Travel and Subsistence Appendix C - Accommodation

C1. Overnight accommodation

- C1.1 The preference of individual claimants in their choice of hotel will be respected subject to the overriding consideration of value for money.
- C1.2 Flexibility may be applied in certain circumstances and claimants should discuss this with their authorising manager in advance, for example when:
 - C1.2.1 discounted accommodation is not available,
 - C1.2.2 claimants have disabilities,
 - C1.2.3 there are other practical needs e.g. where an employee travelling alone may incur extra accommodation costs through safety and security need.
- C1.3 Employees may stay with friends or family, as an alternative to hotel accommodation (see the summary table).
- C1.4 Claims for overnight accommodation will be reimbursed up to the limits in the summary table on an actual's basis.
- C1.5 Standards of overnight accommodation normally expected by UKRI claimants on short visits.
- C1.6 Single occupancy rooms with:
 - C1.6.1 en suite facilities (shower or bath),
 - C1.6.2 TV,
 - C1.6.3 tea/coffee making facilities,
 - C1.6.4 a telephone in the room,
 - C1.6.5 internet access in the room is desirable; costs will be reimbursed if there is a demonstrable business need.
- C1.7 There should be adequate space and where it is necessary to work in the room, facilities (light, writing surface, telephone, etc.) for doing this.
- C1.8 The accommodation should have satisfactory personal security arrangements and adequate emergency procedures.
- C1.9 Restaurant facilities should be available either on the premises or locally, offering full breakfast and a reasonably priced menu for lunch and dinner.
- C1.10 Extras such as newspapers, room service, mini-bar, film/DVD hire should be met by the claimant.
- C1.11 Claimants with special requirements, e.g. for managing a disability or complying with a religious obligation, are asked to ensure that these needs will be able to be met before any overnight accommodation is booked. In case of difficulty please contact HR. Any personal information provided in these circumstances would, be treated as confidential.

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Travel and Subsistence
Appendix D – Subsistence

D1. Day subsistence (meals and beverages)

- D1.1 Claimants may claim the reasonable costs of meals taken in the course of business travel provided that they are:
 - D1.1.1 absent from their normal place of work or other agreed place of work for a fixed period for more than five hours; or
 - D1.1.2 exceptionally, are required to work until 20.00 hours or later in addition to normal day duty (but are not staying away from home overnight). However, in these circumstances payment will be liable to income tax and claims must therefore be made using the UKRI's arrangements for claiming taxable expenses.
- D1.2 The summary table at paragraph two provides all rates including benchmark scale rates for overseas travel. This limit is inclusive of additional extras including tips. Where, in exceptional circumstances, these rates need to be exceeded this should be approved by the authorising manager.
- D1.3 Reimbursement will not be made to claimants:
 - D1.3.1. working after 20:00 at their normal place of work if they work night duty instead of day duty,
 - D1.3.2. working after 20:00 at their normal place of work, whose conditions of service require them to work at night, or to be on call at night, in addition to normal day duty.
 - D1.3.3. who are in receipt of an accommodation allowance, unless eligible because of absence from the place of work at which they are on an extended visit,
 - D1.3.4. on the occasions where it is necessary for claimants to stay overnight in a hotel and/or where on official business (including travelling) outside normal working hours, the organisation will reimburse the cost of a reasonable evening meal within the limits listed in the summary table.
- D1.4 Reimbursement will not be made where a suitable meal is otherwise provided.
- D1.5 Authorising managers may not authorise a claim for a meal (or similar) covering several people if they themselves were one of the parties.
- D1.6 Tips and alcoholic beverages
 - D1.6.1 Tips or discretionary service charges not exceeding 10% of the total bill will be reimbursed where such payment is included in the receipt and are included in the limits in the summary table.
 - D1.6.2 Expenditure on alcoholic beverages will only be reimbursed when drinks are taken with a meal.
 - D1.6.3 In relation to overseas travel the organisation recognises that in many foreign countries tipping is a key part of the service culture and is expected rather than discretionary; such costs will therefore be reimbursed. Claimants should annotate the receipt to show the value of the tip left; if there is no receipt they should state the amount of the tip on the travel claim form.

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- Travel and Subsistence D1.7 Personal Incidental Expenses (PIE)
 - D1.7.1 Claimants required to stay overnight on UKRI business may claim a flat-rate Personal Incidental Expenses allowance to cover incidental out of pocket
 - D1.7.2 When full board is included in the cost of the overnight stay, no subsistence will be reimbursed but a limited Personal Incidental Expenses will still be payable.
 - The HMRC rates do not cover incidental, allowable expenses that staff may incur en route for example, the cost of a taxi to the airport in the UK, or D1.7.3 necessary refreshments taken at the airport.

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