



Palace Yard Events Limited
 23 Berkeley Square
 London
 W1J 6HE
 By email to: [REDACTED]

Date: 24th August 2023

Our ref: GSS23441

Dear [REDACTED]

Award of contract for the supply of Secretariat for All-Party Parliamentary Group for Social Science and Policy

Following your tender/ proposal for the supply of GSS23441 - Secretariat for All-Party Parliamentary Group for Social Science and Policy 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**, a statutory corporation whose registered office is at Polaris House, North Star Avenue, Swindon, England, SN2 1FL ("**UKRI**");
- and
- (2) **Palace Yard Events Limited**, a company incorporated and registered in England with company number 14294995 and registered VAT number 431104553 whose registered office is at 23 Berkeley Square, London, United Kingdom, W1J 6HE (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 Date: Monday 28th August 2023
- 2 Expiry Date: Thursday 27th August 2026 (The Contracting Authority reserves the right to initiate the break clause and conclude the contract after the first 12 months).
- 3 The Specification of the Goods and/or Services to be delivered is as set out in Schedule 2.
- 4 The Services shall be performed at TBC
- 5 The Goods shall be Delivered in accordance with the following instructions:

Delivery Address

N/A

Packaging Instructions:

N/A

Additional Delivery Instructions:

N/A

Charges & Payment

- 6 The Charges for the Goods and/or Services shall be as set out in Schedule 3.
- 7 All invoices should be sent, quoting a valid purchase order number (PO Number) provided by UKRI, to: UKRI C/O UK Shared Business Services Ltd, Polaris House, North Star Avenue, Swindon, SN2 1UH.
- 8 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 [REDACTED] or by telephone [REDACTED] between 09:00-17:00 Monday to Friday.

Supplier's Limit of Liability

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

- 9 The address for notices of the Parties are:

UKRI

Polaris House, North Star Avenue,
Swindon, England, SN2 1FL
Attention: Head of UKRI Commercial
Email: [REDACTED]

Palace Yard Events Limited

23 Berkeley Square, London, W1J 6HE
Attention: [REDACTED]
Email: [REDACTED]

Liaison

- 10 For general liaison your contact will continue to be [REDACTED] or, in their absence, [REDACTED]

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 [REDACTED] 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 **United Kingdom Research and Innovation**

Signature:

[Redacted]

Name:

[Redacted]

Position:

[Redacted]

Date:

We accept the terms set out in this Award Letter and the Schedule(s).

Signed for and on behalf of **Palace Yard Events Limited**

Signature:

[Redacted]

Name:

[Redacted]

Position:

[Redacted]

Date:

Schedule1TermsandConditionsofContractforGoodsand/orServices**1 INTERPRETATION****1.1** In these terms and conditions:

- "Award Letter" means the letter from UKRI to the Supplier printed above these terms and conditions;
- "Central Government Body" 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:
- (a) Government Department;
 - (b) Non-Departmental Public Body or Assembly Sponsored Public 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:
- (a) all confidential information and data which is acquired from or 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;
 - (c) anything marked as confidential and any other information notified 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;
"Date of Delivery"	means that date by which the Goods must be Delivered to UKRI, as specified in the 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: <ul style="list-style-type: none"> (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: <ul style="list-style-type: none"> (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;
"Party"	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 Breach"	shall have the meaning given in the Data Protection Legislation;
"Purchase Order Number"	means UKRI's unique number relating to the order for Goods and/or Services to be 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 for Information"	has the meaning set out in the FOIA or the EIR as relevant (where the meaning set 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;
"Staff"	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;
"Staff Vetting Procedures"	means vetting procedures that accord with good industry practice or, where requested by UKRI, UKRI's procedures for the vetting of personnel as provided to the Supplier from time to time;
"Term"	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;
"TUPE"	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:

- (a) 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.
- 5.2 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.
- 5.4 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 17.5. Any disputed amounts shall be resolved through the dispute resolution procedure detailed in clause 20.
- 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.
- 5.8 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.
- 6.2 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 or 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 **ASSIGNMENT AND SUB-CONTRACTING**

- 9.1 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.
- 9.2 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.
- 9.3 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.

10 **INTELLECTUAL PROPERTY AND INDEMNITY**

- 10.1 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.
- 10.2 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).
- 10.3 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
- 10.4 Without prejudice to clause 10.2, 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 10.2 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.
- 10.5 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.
- 10.6 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.

11 RECORDS

11.1 If required by UKRI, the Supplier shall:

- (a) 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.

11.2 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.

12 CONFIDENTIALITY, TRANSPARENCY AND PUBLICITY

12.1 Subject to clause 12.2, 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.

12.2 Notwithstanding clause 12.1, 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 12.2(e) shall observe the Supplier's confidentiality obligations under the Contract; and
- (f) where the Receiving Party is UKRI:
 - (i) 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 13.

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 12.

12.3 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.

12.4 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.

13 FREEDOM OF INFORMATION

13.1 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.

13.2 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.

13.3 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.

14 PROTECTION OF PERSONAL DATA AND SECURITY OF DATA

14.1 In this Clause 14, the terms, "processes", "data controller" and "data processor" shall have the same meanings given to them under Data Protection Legislation.

- 14.2 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.
- 14.3 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.
- 14.4 Without limiting Clauses 14.2 and 14.3, 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 14 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.

15 LIABILITY

- 15.1 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.
- 15.2 Subject always to clause 15.5 and 15.6 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.
- 15.3 Subject always to clause 15.5 and 15.6, 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 tortious or statutory), tort (including negligence), breach of statutory duty or otherwise shall in no event exceed the Limit of Liability.
- 15.4 Subject to clause 15.5, 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 tortious or statutory), tort (including negligence), breach of statutory duty or otherwise shall in no event exceed a sum equal to the Charges.
- 15.5 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.
- 15.6 The Supplier's liability under the indemnities in clauses 10.5, 14 and 19.3 shall be unlimited.
- 15.7 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.

16 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.

17 TERMINATION

17.1 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.

17.2 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.

17.3 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 17.3(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, 12, 13, 14 and 18;
- (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 17.3) in consequence of debt in any jurisdiction; or

- (g) fails to comply with legal obligations in the fields of environmental, social or labour law.
- 17.4 The Supplier shall notify UKRI as soon as practicable of any change of control as referred to in clause 17.3(d) or any potential such change of control.
- 17.5 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.
- 17.6 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, 10, 11.1, 12, 13, 14, 15, 17.7, 18.4, 19.3, 20 and 21.9 and any other term or condition of the Contract that either expressly or by implication has effect after termination.
- 17.7 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.
- 18 **COMPLIANCE**
- 18.1 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.
- 18.2 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;
 - (e) take all reasonable steps to secure the observance of clause 18.2(d) by all Staff; and
 - (f) supply the Goods and any packaging in accordance with UKRI's environmental policy as provided from time to time.
- 18.3 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 18.3.

- 18.4 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.

19 PREVENTION OF FRAUD AND CORRUPTION

- 19.1 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.

- 19.2 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.

- 19.3 If the Supplier or the Staff engages in conduct prohibited by clause 19.1 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.

20 DISPUTE RESOLUTION

- 20.1 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.

- 20.2 If the dispute cannot be resolved by the Parties within one month of being escalated as referred to in clause 20.1, 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.

- 20.3 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.

21 GENERAL

- 21.1 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.

- 21.2 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.

- 21.3 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.
- 21.4 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.
- 21.5 The Contract cannot be varied except in writing signed by a duly authorised representative of both the Parties.
- 21.6 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 21.6 shall exclude liability for fraud or fraudulent misrepresentation.
- 21.7 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.
- 21.8 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.
- 21.9 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.
- 21.10 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.

22 NOTICES

- 22.1 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 22.3, 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.
- 22.2 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.
- 22.3 Notices under clauses 16 and 17 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 22.1.

23 **GOVERNING LAW AND JURISDICTION**

- 23.1 The validity, construction and performance of the Contract, and all contractual and non-contractual 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.

Schedule2Specification

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

Introduction

The Economic and Social Research Council (ESRC) sponsors the All-Party Parliamentary Group (APPG) for Social Science and Policy. Its remit is to bring together parliamentarians (MPs and members of the House of Lords), other senior policymakers and social scientists and by doing so demonstrate the relevance and value of social science research. In practical terms this predominantly involves running events at which social science researchers present to policymakers on a topic of current interest, followed by a Q&A.

The APPG has a secretariat to deliver its events and oversee its administration; this is overseen and funded by ESRC. ESRC is seeking a new supplier to act as secretariat.

Aims&Objectives

Aim of tender exercise: for ESRC to take on a new secretariat for the Social Science and Policy APPG.

We would like the new secretariat to begin work as soon as is realistically possible.

Specific outputs and expectations are as per sections below.

OverviewoftheRequirement

- ESRC sponsors the All-Party Parliamentary Group (APPG) for Social Science and Policy. Its remit is to bring together parliamentarians (MPs and members of the House of Lords), other senior policymakers, economists and social scientists and by doing so demonstrate the relevance and value of economic and social science research. Objectives include:
 - Ensuring connectivity between research and policy, and building durable relationships with parliamentarians in order to achieve this.
 - Ensuring that the latest research evidence can feed into policy decisions on relevant topics.
 - Demonstrating the value of social science research and of ESRC, as part of UKRI, to policymaking.
- In practical terms this predominantly involves running events at which social science researchers present to policymakers on a topic of current interest, followed by a Q&A. Topics cover a wide range of economic, constitutional, political, legal, behavioural and social matters. Examples of recent events can be found on the [ESRCwebsite](#).
- ESRC also supports collaboration with policymaking via a number of other channels, including our Actionable Insights Seminars for civil servants, What Works Centres, the Parliamentary Office of Science and Technology, our policy fellowships, [Administrative DataResearchUK\(ADRUk\)](#), and support for institutions to run their own knowledge exchange initiatives between researchers and policymakers. We aim to ensure that our support for the APPG dovetails with these other channels, rather than competing with or replicating them.
- The APPG has officers, who are MPs and Peers, including a Chair, who is always an MP.
 - The APPG Chair is the key contact in Parliament for the APPG

- The APPG Chair chairs APPG events (unless unavailable)
- At the time of writing, the role of Chair for the Social Science and Policy APPG is held jointly by two MPs as Co-Chairs
- The APPG has a secretariat to deliver its events and oversee its administration; this is overseen and funded by ESRC.
- ESRC is seeking a new supplier to act as secretariat.
- We are keen that our new supplier can offer a strong focus on testing / trialling / evaluating new formats, building on the APPG's success, to generate interest, and help us to increase the number of parliamentarians attending events from its current base.

Skills and knowledge required

- Expertise of parliamentary event planning and delivery of in-person and hybrid formats, ideally for events relating to APPGs
 - Focus on helping clients achieve goals; proactive in identifying ways to achieve this and in monitoring and evaluating success
 - Able to supply staff with strong communication skills, including written communication; proactive in keeping clients up to date, flagging issues in a timely manner and suggesting solutions
 - Understanding of senior policymakers and their needs; ability to tailor communication appropriately for them and to brief event speakers on how to do so
 - Good interpersonal and problem-solving skills; ability to think on feet
 - Awareness of how Parliament works, the UK political landscape, the interests of Parliamentarians and current affairs
 - Comfortable with change
 - Comfortable with technology, both for on-the-day event delivery and communicating effectively with target audiences about events and monitoring the effectiveness of this.
- Expertise highly desirable in:
- setting up and running audio-visual equipment, using video-conferencing platforms in hybrid settings
 - applying email marketing best practice, for example understanding how wordings and timings affect response and tracking email response (eg open and click-through rates) via email tracking/automation tools (eg Mailchimp).

Summary of secretariat duties

- Deliver APPG events and related communications. See 'Event requirements' section below for further details.
- Maintain, build and keep updated a database of contact details of appropriate target attendees.
- Ensure that personal data is processed in accordance with the UK GDPR, using the APPG advice note on APPGs and data protection to assist with this.
- Have an appropriate level of IT security in place, for example in line with [Cloud Security Principles](#)
- Ensure that the [APPG advice note on security at APPG](#) events is complied with.
- Liaise regularly with ESRC, keeping them informed of developments and ensuring that their requests and requirements are acted upon. Reply to emails from ESRC within 5 working days.
- Act as main point of contact with APPG officers (predominantly our Co-Chairs) on day-to-day matters
- Undertake admin tasks to ensure that APPG is run in line with [rules on All-Party Parliamentary Groups](#) and remains on the register of [All-Party Parliamentary Groups](#)

- Monitor and report on attendance by key audience groups at events, within 1 working day of the event.
- Contribute to decisions, in collaboration with ESRC, on appropriate APPG event topics, speakers and timings, drawing on awareness of current affairs, the UK political landscape and the popularity of previous APPG event topics.
- Summarise Parliamentary interests for ESRC, to contribute to APPG topics and speakers as above, but also to support ESRC in ensuring its research investments are relevant for policy makers longer term.
- Proactively suggest improvements to ESRC to help increase attendance and broader interest in the APPG among parliamentarians, particularly newer generations of MPs, increase the impact of the APPG, evaluate its success and ensure a pipeline of parliamentarians interested in becoming APPG officers.
- Be open to exploring and potentially forming formal or informal partnerships/collaborations with other organisations, bodies or groups, for example other APPGs, [the Parliamentary Office of Science and Technology \(POST\)](#).

Supporting ESRC to increase APPG success

- Be flexible and open to changes/new initiatives from ESRC aimed at increasing the success of the APPG; take forward subsequent actions where relevant.
 - This may include, but isn't limited to:
 - changing the type/format of events we run
 - tracking responses to communications (eg email open and click-through rates)
 - working to increase the percentage of those who register to attend that turn up on the day (eg via calendar invites, reminders)
 - sharing related content via APPG channels
 - cross-promoting other ESRC events/opportunities.
- Proactively suggest improvements to ESRC to overcome challenges associated with the APPG and increase its success and impact; where these are accepted by ESRC, drive forward subsequent actions.
- Challenges include:
 - Increasing attendance among parliamentarians (members of the House of Commons and House of Lords).
 - How to increase the impact of the APPG
 - How best to measure the success of the APPG and to monitor this.

Event requirements

Number of events

- Deliver **up to ten** events each calendar year, plus an AGM:
 - Deliver **Up to six** standard APPG events.
 - Our standard events typically involve multiple speakers talking on a selected topic, with the topic varying from event to event, depending on what is relevant to Parliament at any given point.
 - Parliamentarians from all parties, their staff and other policymakers are invited.
 - If relevant, **one** APPG event analysing general election and/or local election results.
 - This is typically a single-speaker event to which parliamentarians from all parties, their staff and other policymakers are invited.
 - **Up to three** 'budget briefing' events (one per party), held shortly before the UK government's annual budget statement and spending review.
 - Events held separately for the Conservative Party, the Labour Party and other parties.

- An AGM, held in line with current requirements for APPG AGMs.

Event format and duration

- The formal part of Social Science and Policy APPG events lasts one hour, structured as follows:
 - Welcome/introductions from the Chair and ESRC. ESRC provides a senior member of staff to summarise ESRC's connection to the topic in hand and introduce the speakers.
 - Presentations by expert speakers.
 - Q&A.
- Secretariat to run a short briefing session for Chair, ESRC rep and expert speakers before the talks begin to ensure responsibilities and the order of events is clear, answer any questions and ensure it is clear how to use any relevant technologies.
- Events to be delivered in **hybrid format**, with attendees given the choice of attending in person in the Houses of Parliament or virtually.
 - Look into the logistics of running hybrid events from Houses of Parliament and advise ESRC as to the best way forward.
 - Ensure that both groups of attendees have a positive experience and feel included and able to engage.
 - Secretariat duties to include that appropriate technology is in place to allow for a successful hybrid event, providing the necessary staff and equipment required, troubleshoot any issues and ensure that speakers, Chair, ESRC rep and attendees know how to use the relevant technology to participate in the event.
- For those attending the events in person, we would like to offer the opportunity for informal networking over light refreshments before and/or after each event.
 - We anticipate that this may add up to 30 minutes to the duration of the event in practice.
 - Secretariat duties to include organising the catering and ensuring that that room booking arrangements allow for this.
- AGM must be held in person, unless current requirements change.
- AGM duration can be short; around 15 minutes is typical.

Event timing

- Timescales and dates for all events to be agreed with ESRC and with the APPG's Co-Chairs.
- All events to be scheduled for a date and time that maximise likelihood of good attendance by parliamentarians.
 - Events to be scheduled for dates when parliament is sitting and to avoid periods of recess and pre-election periods.
 - Events to be scheduled for times that minimise conflict with parliamentarians' other activities.
- One to two standard APPG events to be held in each of the three main periods between typical annual parliamentary recesses (Christmas–Easter, Easter–summer, summer–Christmas).
- Election results event (if run) to be held shortly after the relevant election(s) – ideally within four weeks.
- Budget briefing events to be held in run-up to budget statements – ideally within the preceding two weeks.

Event delivery requirements

General

- Consider for each individual event any appropriate steps to maximise attendance by parliamentarians (in addition to top-level consideration of how to increase attendance by parliamentarians across the events series as a whole).
 - Seek approval from ESRC, and the APPG Chair if relevant, and action if approved.
 - As an example, this could include running a joint event with another APPG with an interest in the relevant topic.
- Follow agreed process and timetable to plan and deliver events, ensuring all steps and deadlines are met.
 - ESRC will supply process and timetable for 'top-level' decision making around events, including topics, speakers and approximate timings, including which stakeholder groups are consulted and/or approve decisions at each stage.
- Keep in regular communication with ESRC lead
 - Ensure any potential issues are flagged as soon as they arise.
 - Respond in a timely fashion to communications from ESRC lead.
- Communicate with APPG officers (predominantly our Co-Chairs) as appropriate via their respective offices.
- Stay aware of current affairs and political changes that might affect event decisions and/or planning and flag to ESRC, making recommendations if appropriate.

Feeding into decisions on event topics, speakers and dates

- Feed into process of identifying and agreeing event topics, speakers and dates as appropriate, drawing on awareness of current affairs and the political landscape
 - Includes identifying an appropriate approximate date range for each event topic agreed at an early stage of planning.
- Support ESRC in ensuring that speakers selected are appropriate to present to senior policymakers, specifically that they are strong public speakers, able to present in a concise, non-academic, unbiased manner.

Detailed Event planning

- Contact selected speakers to scope availability and invite them to participate, keeping ESRC updated re acceptances. Ideally 4 weeks ahead of the planned event.
- Identify a specific, appropriate time and date which works for ESRC, Co-Chairs and speakers, and for which a room is available in the Houses of Parliament. Seek approval of date from ESRC.
- Book room, tech support for in-person and virtual delivery and refreshments.
- Brief speakers in line with ESRC requirements.
- Draft invitation and seek approval from ESRC and send to target attendees, including all parliamentarians, via appropriate communication mediums and channels.
 - Ensure draft invitation has been proofread and is error-free before submission to ESRC for approval, is appropriate for the target audience and provides compelling reasons to attend and clear information on how to register.
 - Ensure up-to-date contact details are used for all recipients.
 - Ensure that communication methods used to send invite and its timing are selected to maximise likelihood of invitation being noticed and accepted, particularly by parliamentarians. Apply email marketing best practice as appropriate.
 - Invites to be received by potential attendees four weeks before the event.
 - Keep track of responses. Consider follow-up messages where appropriate.
 - Consider other routes for promoting the event to target groups if appropriate.
- Gather presentation summary from each speaker; compile post-event summary of key points for attendees within 2 working day.

- Ensure speakers supply their slides in advance of the meeting (if used).

On-the-day tasks

- Attend event in-person to ensure its smooth running and solve any problems.
- Ensure room and seating are laid out in an appropriate fashion, refreshments are in place and that relevant tech is up and running in good time.
- Welcome and brief speakers, chair(s) and ESRC representative and answer any last-minute questions before event begins.
- Record who attends, and areas of interest from attendees arising in Q&A.

Post-event tasks

- Within two days of the event send out speakers' PowerPoint slides to attendees, along with post-event summary and any additional materials if requested by ESRC/UKRI. Ensure that ESRC also receives these.
 - Potentially, apply tracking to monitor and report on engagement levels with these materials.
- Within two days of the event supply to ESRC:
 - a concise event summary to ESRC, including numbers of attendees by category and any key areas of interest arising from Q&A.
 - a list of all attendees, their job title and organisation.
 - Data on post-event engagement activities
- Keep ongoing record of numbers of attendees for each event by category.

Environmental factors

Potential suppliers should be aware that there are restrictions on access and deliveries to the Houses of Parliament, which they will need to factor into event planning. [Guidetothe rules on All-Party Parliamentary Groups \(APPG\) Timetable](#)

As per 'Event requirements' section, above, events to be delivered on a regular, ongoing basis on appropriate, mutually agreed dates. We envisage the successful supplier will invoice us per event delivered, after the relevant event and post-event tasks have been delivered.

AGM timing to comply with requirements set out in APPG [Advice note 3: organising an annual general meeting \(AGM\)](#).

Broader responsibilities (as per 'Summary of secretariat duties') such as proactively suggesting improvements to be delivered on an ongoing basis. We would expect to receive some initial ideas within the initial one-year trial period.

Reporting

ESRC will require the supplier to:

- Keep on going record of APPG event topics, date of event, attendance total, attendance by category over time in order to monitor attendance and interest by group, to be saved in a in a shared location for supplier and ESRC to refer to when planning topics.
- Reporting at quarterly meetings with ESRC to discuss data collected above, the forward plan for events, update on progress for forthcoming events, and any further recommendations.
- Within two days of each event the supplier will send ESRC a concise event summary, including numbers of attendees by category and any key areas of interest arising from

- Q&A. A list of all attendees, their job title and organisation and any other points to note. As well as data on post-event engagement activities.
- A list of recommendations on how to improve APPG event delivery within the first year of the contract.

KPI's

ESRC will require the supplier to:

- Reply to emails from ESRC within 5 working days.
- Maintain a level of attendance to 10 parliamentarians per event on average over a rolling 12 month period.
- Follow the timing detailed within the event planning process.
- Send event invites 4 weeks in advance of the event.
- Ensure that external communications content sent to approval to ESRC is error free and factually accurate.

Length of contract

Three-year contract, with a break clause at the end of the initial 12 month contract period.

Bidders are advised that there is an option for a break clause at the end of the initial 12 months of the contract and that the contracting Authority reserves the right to conclude the contract after this initial call off period. Where the break clause is initiated ESRC will give the supplier 30 days written notice.

Payment Terms

The supplier will invoice UKRI following each event delivered, after the relevant event and post-event tasks have been delivered.

Payment shall be made via BACS, upon receipt of valid invoice and purchase order.

Expenses

Travel and subsistence costs shall be included as part of AW5.2 Pricing Schedule however all bidders are to charge expenses in accordance with UKRI's business expense claims, business travel and subsistence policy provided in Annex 1. The Supplier will detail expenses as separate lines in each invoice for each event in line with [UKRI business expense claims, business travel and subsistence policy-UKRI](#)

Terms and Conditions

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

Schedule3Charges

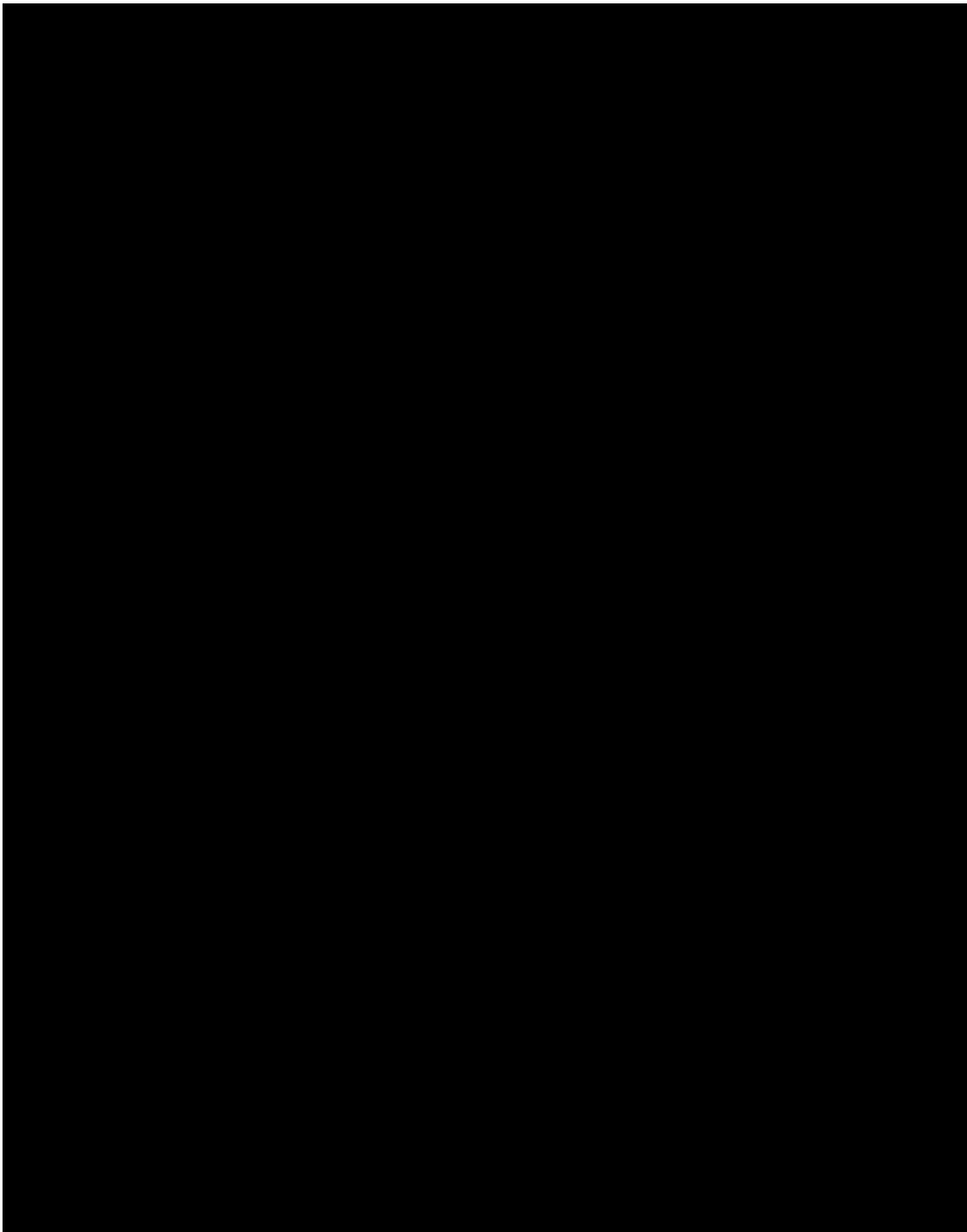
- 1 The Charges for the Goods and/or Services shall be as set out in this Schedule 3.
- 2 The Charges for the Goods and/or Services are set out in the Appendix to this Schedule 3.
- 3 Where the Services are to be provided on a time and materials basis, the Charges for those Services will be calculated as follows:
 - (a) the charges payable for the Services will be calculated in accordance with the Supplier's day rates as follows:

N/A
 - (b) the Supplier's day rates for each individual person are calculated on the basis of an eight-hour day worked between such hours and on such days as are agreed by UKRI and the Supplier;
 - (c) the Supplier will not be entitled to charge pro-rata for part days without the prior written consent of UKRI;
 - (d) the Supplier will ensure that every individual whom it engages to perform the Services completes time sheets recording time spent on the Services and the Supplier will use such time sheets to calculate the charges covered by each invoice and will provide copies of such time sheets to UKRI upon request; and
 - (e) the Supplier will invoice UKRI monthly in arrears for its charges for time, as well as any previously agreed expenses and materials for the month concerned calculated as provided in this paragraph 3.

Schedule 3**Appendix A Pricing**

The total value of this contract shall not exceed £89,650.00 excluding VAT in alignment with AW5.2 Price Schedule detailed below.

There is an optional break clause at the end of the initial 12 months of the contract and the contracting Authority reserves the right to conclude the contract after this initial call off period. Where the break clause is initiated ESRC will give the supplier 30 days written notice.



Annex A - Schedule of Processing, Personal Data and Data Subjects

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 the subject of a formal amendment to this Contract.

1. The contact details of the Contracting Authority Data Protection Officer are: [REDACTED]
2. The contact details of the Suppliers Data Protection Officer are [REDACTED]
3. The Supplier shall comply with any further written instructions with respect to processing by the Contracting Authority.

Any such further instructions shall be incorporated into this Schedule

Description	Details
Subject matter of the processing	The processing is needed in order to ensure that the Supplier can effectively deliver the contract to run events in Parliament for Parliamentarians.
Duration of the processing	For duration of contract.
Nature and purposes of the processing	Collect, store and utilise data (in the form of a mailing list) to deliver the contracted service.
Type of Personal Data please note specifically any fields of special category data (e.g. personal data revealing racial or ethnic origin; personal data revealing political opinions; personal data revealing religious or philosophical beliefs; personal data revealing trade union membership; genetic data; biometric data (where used for identification purposes); Finger prints, facial recognition; data concerning health; data concerning a person's sex life; and data concerning a person's sexual orientation) involved in the processing	Title, name, position, organisation, email address, political affiliation (if appropriate)
Categories of Data Subject	<ul style="list-style-type: none"> • Members of the APPG • Parliamentarians • Employees of parliamentary and government organisations including civil servants and employees from local and devolved government, the House of Commons Library and the Parliamentary Office of Science and Technology • Academic and industry experts

	<ul style="list-style-type: none"> Members of think tanks and charities
Plan for return and destruction of the data once the processing is complete UNLESS	Speakers' contact details kept only until the evaluation of the event has taken place; their other data until end of the contract.

requirement under union or member state law to preserve that type of data	<p>Parliamentarians, parliamentary staff and other data subjects till the end of the contract. Review of data yearly.</p> <p>The data collected should be deleted from the supplier's systems at the end of the contract, with provision made if appropriate to transfer data securely to ESRC and/or the subsequent supplier.</p>
Controls in place to prevent further use of the data	<p># This is to prevent use of the data for reasons that are not specified for this piece of work. If there data is to be used for other purposes, the route for doing so should be outlined here and should include authorisation in writing from the Data Controller or UK SBS, any additional retention or deletion information, and any additional information about transfer or data sharing #</p>

