



**UK Research  
and Innovation**

**[REDACTED] Sealey Associates**  
**14 Dinham Road**  
**Exeter**  
**EX4 4EE**

Attn: [REDACTED]

By email to: [REDACTED]

Date: 19<sup>th</sup> October 2021

Our ref: CS21329

Dear [REDACTED]

**Award of contract for the supply of CS21329: UK Research and Innovation Postdoctoral Fellows Development Programme**

Following your tender/ proposal for the supply of CS21329: Postdoctoral Fellows 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**, a statutory corporation whose registered office is at Polaris House, North Star Avenue, Swindon, England, SN2 1FL ("UKRI"); and
- (2) **[REDACTED] Sealey Associates**, a business with its trading address at 14 Dinham Road, Exeter, EX4 4EE (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: 13<sup>th</sup> October 2021
- 2 Expiry Date: 29<sup>th</sup> September 2023. A break clause may apply following review of the initial 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 the supplier location.
- 5 The Goods shall be Delivered in accordance with the following instructions:

**Delivery Address**

Not Used

**Date of Delivery**

Not Used

**Packaging Instructions:**

Not Used

**Additional Delivery Instructions:**

Not Used

**Charges & Payment**

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

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 [finance@uksbs.co.uk](mailto:finance@uksbs.co.uk)

- 7 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 [finance@uksbs.co.uk](mailto:finance@uksbs.co.uk) or by telephone 01793 867000 between 09:00-17:00 Monday to Friday.

**Supplier's Limit of Liability**

- 8 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: [REDACTED]

Email: [REDACTED]

**Supplier**

[REDACTED] Sealey Associates, 14  
Dinham Road, Exeter, EX4 4EE

Attention: [REDACTED]

Email: [REDACTED]

**Liaison**

For general liaison your contact will continue to be [REDACTED], email:  
[REDACTED] or, in their absence, [REDACTED], email: [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 [coreservices@uksbs.co.uk](mailto:coreservices@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 **United Kingdom Research and Innovation**

Signature:

..... [redacted] .....

Name:

..... [redacted] .....

Position:

[redacted] .....

Date:

..... [redacted] .....

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

Signed for and on behalf of [redacted] **Sealey Associates**

Signature:

..... [redacted] .....

Name:

..... [redacted] .....

Position:

..... [redacted] .....

Date:

..... [redacted] .....

## Terms and Conditions of Contract for Goods and/or Services

### **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"><li>(a) the General Data Protection Regulations (Regulation (EU) 2016/679); or</li><li>(b) any equivalent legislation amending or replacing the General Data Protection Regulations (Regulation (EU) 2016/679);</li></ul>
"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"><li>(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;</li></ul>

	(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 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.
- 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 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**

- 11.1 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.
- 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:

- (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.

- 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:

- (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 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 tortious 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 tortious 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 law.
- 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.
- 18.6 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, 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;
  - (e) take all reasonable steps to secure the observance of clause 19.2(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.

- 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 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.

## Specification

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

### **Introduction**

Developing social science leadership capability and connecting research and policy are part of ESRC's strategic priorities. Our focus on developing leadership capability reflects recognition of 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 requires 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 \(2020\) leadership review](#) commissioned by the ESRC emphasised the need for formalised and well-supported researcher development structures and also recognised the need to strengthen skills to engage with policy and the range of users outside of academia. Our [Review of the PhD](#) has 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 technology<sup>1</sup>. However, support and opportunity 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.

A key component of this talent pipeline is the investment that ESRC makes in the [Postdoctoral Fellowship Scheme](#) (PDFs). 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 develop publications, networks, research skills and professional skills. Enabling this cohort to flourish in a changing research environment is vital for the future of the social sciences.

ESRC is now looking to expand and enhance the support we offer our PDFs by commissioning the design and delivery of a professional development programme. This will act as a pilot, operating over two years in the first instance and recruiting one cohort of participants per year. ESRC will carry out a review of the programme at the end of the first twelve months and, dependant on the outcome a break clause may apply.

If this pilot is effective, we will use it to inform a further piece of work which expands the

<sup>1</sup> Our evidence briefings highlight the importance and relevance of social science to society, policy and public services and can be found here: <https://esrc.ukri.org/news-events-and-publications/evidence-briefings/>



offer for PDFs but also applies the development programme concept to more established scholars at later career stages (this work will be commissioned separately and is out of scope of this tender). We acknowledge the wider applicability of many of the Flinders recommendations beyond this particular early career researcher (ECR) career stage and beyond the social sciences. On going evaluation will need to be a key factor in order to inform the potential for scaling-up to other career-stages and potentially at a UKRI level.

This intervention is in addition to the Future Leaders Fellowships ([FLF Development network](#)), as it is clear that there is still a need for the ESRC to offer tailored support to strengthen and add value to the particular needs of social scientists at earlier stages in the ECR journey. Recent engagement with PDFs has highlighted their appetite for connecting with each other and strengthening their networks, in part to compensate for the financial pressures arising from COVID and the extent to which ROs are having to scale back development opportunities.

Success indicators for this initiative include the establishment of a cohort of individuals that have an enhanced understanding of the 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. We also want the cohort to feel well-equipped and empowered to make career choices and seek out opportunities after the programme.

Key risks associated with the procurement include participants not being able to prioritise this above other commitments, as well as continuity, which will be dependent on the outcomes of the events in terms of sustainability of the programme and benefits overtime, and feasibility with ongoing and changing Covid-19 restrictions.

### **Aims and Objectives**

We are inviting bidders to set out an approach to deliver a pilot PDF development programme, aimed initially at a sub-set of ~30 ESRC PDFs. Bidders are asked to consider how this development programme provision will offer additional opportunities beyond what would be available to a PDF within their own organisation. Bidders are encouraged to design an innovative approach to achieve the aims/objectives of the PDF development programme:

**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 cohort to operate in diverse workplaces and build inclusive teams
- Expose participants 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 participants' 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 participants 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

## Objectives

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 similar initiatives, such as the Crucible model, which have come to be considered an important innovation in the researcher development and leadership space. Please refer to section 4 for more information on the background of Crucible initiatives.

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 1-year period per cohort, 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 is manageable for PDFs given the other pressures on their time.
3. The events should be inclusive and held virtually, unless Covid-19 restrictions allow otherwise, with at least one potential for a face-to-face meeting towards the end of the 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.
4. Incorporate a policy challenge-led component developed in partnership with ESRC, requiring participants to work collaboratively, then reflecting on the learning gained from the exercise
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 monthly) progress reviews via email, phone or video conferencing in advance of and after each event/deliverable.

### Background to the requirement

Covid-19 has notably reduced the research outputs, institutional budgets, and the availability of grants, fellowships, and other postdoctoral funding sources. Early findings<sup>2 3 4</sup>, suggest that Covid-19 has compounded the pressures that ECRs face, exacerbating challenges around limited funding, highly competitive job markets, balancing professional and personal commitments, and general career uncertainties. Other research has also illuminated that whilst researchers at all career stages have been affected, 'early career scientists such as postdoctoral fellows and junior faculty are particularly vulnerable during these unconventional times'<sup>5</sup>. Restrictions imposed because of Covid-19 have significantly reduced research activity, during a critical time in junior researchers' careers when they are trying to establish independence and build key relationships and skills. Most networking interactions which happen both formally and informally at seminars, conferences, and other events, have subsequently been cancelled or transferred online, and limited opportunities to promote research, build new collaborations and benefit from broader peer-to-peer learning. In response to this, and in recognition of the changing funding landscape, we are revisiting the capabilities we are developing in our researchers, starting with PDFs, 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.

Due to the success of the Crucible model, we are looking for bidders to take inspiration from similar initiatives<sup>6</sup> to cultivate a new and bespoke development programme which will add significant value to current PDF investments. Crucible initiatives have been considered an important innovation in the researcher development and leadership space, offering a world-class intervention in terms of building dynamic research leadership capacity. These development programmes are an organised intervention that bring individuals together at similar stages in their career, facing similar challenges

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

<sup>3</sup>Woolston, Chris. "Pandemic darkens postdocs' work and career hopes." *Nature* 585.7824 (2020): 309-312 [\[accessed here\]](#)

<sup>4</sup>Byrom, N. (2020). COVID-19 and the Research Community: The challenges of lockdown for early-career researchers. *Elife*, 9, e59634. [\[accessed here\]](#)

<sup>5</sup>Termini, C.M., Traver, D. (2020). Impact of COVID-19 on early career scientists: an optimistic guide for the future. *BMC Biol*, 18(95) [\[accessed here\]](#)

<sup>6</sup> <http://www.welshcrucible.org.uk/>; <https://www.rse.org.uk/awards/scottish-crucible/>; <https://www.gla.ac.uk/myglasgow/research/development/crucibleprogramme/whatisthecrucible/>; <https://gw4.ac.uk/gw4-crucible/>



and experiences, to offer mutual support, discuss 'best practice' and provide novel ways of thinking about their research/work. Recent research<sup>7</sup> has noted that Crucible interventions have enabled ECRs to engage with interdisciplinary approaches as an intervention 'systematically considered' rather than just an add on to suit Funders' needs, whilst expanding the skill set of ECRs, by allowing them to engage with more complex challenges and to communicate their research to non-scientific audiences. Literature also indicated that there are broader, long-term benefits for ECRs through participation alone, such as, improved confidence, raised-profile, better communication, and interdisciplinary working skills, along with various career development benefits<sup>8</sup>. Furthermore, Crucibles 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. However, Flinders suggested that these types of development initiatives should be centred around co-production and co-design; built around experiential learning, they should provide unique and dynamic opportunities for ECRs to meet researchers and innovators beyond their own institution and discipline, and to cultivate new skills in new contexts whilst fostering lasting professional networks. Likewise, Bridle's research 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'.

Building on the current Crucible offerings will enable 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 for the social science leadership interventions should include 'a capacity to enthuse, ignite and sustain an intellectual vision that is inclusive, flexible and open to challenge. It also involves 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', and this is a new venture for the ESRC that represents the first step to create a formalised and well-supported researcher development structure.

As a result, the policy-challenge focus of 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 are examples of initiatives that have successfully brought academics and policy-makers 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. Nonetheless, 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

<sup>7</sup> Soubes, Sandrine. "Cultivating interdisciplinary researcher communities: the Crucible effect." *Vitae Occasional Papers*. Vol. 2. Careers Research and Advisory Centre (CRAC) Limited, 2015 [\[accessed here\]](#)

<sup>8</sup> Bridle, Helen. "Following up on interdisciplinary encounters: Benefits for early career researchers." *European Review* 26.S2 (2018): S6-S20. [\[accessed here\]](#)

their research. Therefore, bidders should accommodate varied understanding and expertise across the cohort.

Furthermore, Leadership development should be viewed in addition to managerial or organisational terms, and also 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.

## Scope

The programme will run for two academic years initially (starting October 2021), recruiting one cohort of participants (a sub-set of ~30 the ESRC PDFs) per year. Each year-long programme will include evaluation time, and following completion of the first years' development programme, a Stage Gate review will determine whether the contract will continue into the second year. The emphasis of the Stage Gate will be to:

- reflect on and evaluate whether the programme has satisfactorily met all required deliverables, aims and objectives
- consider any lessons learned and revisit or adapt plans for the next programme of delivery
- consider and mitigate risks associated with the next phase of the contract.

The provision offered should be a delivery of a series of themed events with a policy-focussed 'challenge' component as core. Consideration should be given to making the programme design attractive given the pressures on time that PDFs will face. The delivery of the challenge will be handled by the bidder but the ESRC office we will work in partnership with them to identify the challenge using our connections into government departments, therefore, bidders should clearly outline where the challenge will feature within the development programme, how participants will be encouraged to reflect and learn from it, and how the other events in the programme relate to it and meet Objectives 1-9 as identified above. Bidders will be expected to handle the recruitment of participants but PDFs will be expected to submit an expression of interest and a demonstration of their commitment to the programme (they will be asked to participate in its entirety), and bidders should set out any other appropriate mechanisms and criteria for selecting the ESRC PDFs.

Events should be run in a way that enables all to participate and applicants are asked to consider a virtual approach, with the potential to hold a single face-to-face meeting in the UK to help facilitate networking and participation (Covid-19 Restrictions dependant). These should be between PDFs themselves and more widely e.g. with policy makers and influential research and innovation leaders etc. 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. Furthermore, bidders should outline how the programme will culminate in a final



opportunity to win pump priming awards (3 awards are available per year within the budget), which should showcase the submission of collaborative bids developed by the PDFs that have been created and nurtured through this programme. Bidders should also consider how participants will realise the benefits of these awards beyond the programme, and how the first cohort could be connected to the second cohort.

Events 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.

### **Requirement**

Bidders should set out their approach to the PDF development programme, informed by the crucible model, providing a detailed forward plan of all proposed activities for each year-long programme, outlining the programme content, how it meets objectives 1-10 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.

### **Detailed Requirements**

Within the proposal, Bidders should address the following:

#### **Programme Content**

- The programme must demonstrably meet the aims above and include an appropriate series of events that include the stated essential components as set out in Objectives 1-10 as listed above.
- Activities and methodology must be appropriate to the whole of the PDF<sup>9</sup> 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

<sup>9</sup> Examples of fellowships funded through the ESRC can be found on the Gateway to Research [here](#) (filters applied: *ESRC*, Fellowships, 2020)

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. 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. The bid must demonstrate that the appointed team has the competencies required to effectively deliver the project. 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.
- Build in reflective practice throughout the programme, enabling PDFs to reflect on their leadership practice and careers, which will also feed into evaluation of the programme.

Following the first year, Bidders will be expected to complete a Stage Gate review after delivery of the first cohorts' programme. This will be a formal review of the project, to determine whether the project is currently on schedule, within budget and has met all of the required deliverables to date. Continuation of the contract will be dependent on the outcomes of this review. A break clause will apply, enabling the ESRC office to end the contract early if necessary.

The Stage Gate review will take place at the end of month 10/beginning of month 11 with the outcomes communicated to the bidder at the end of month 11. The supplier will be notified by the end of month 11 if the break clause will be implemented and the contract terminated at the end of the first year. The schedule of activity proposed by the supplier should take account of this and be organised in a way that year 2 activities can take account of the review.

## **Pump Priming Awards**

The successful bidder will make three pump priming awards available to successful collaborative bids from each cohort (i.e. three awards per cohort) at the end of each programme of events. These will be developed by each cohort of PDFs as part of the development programme. Therefore, bidders must:

- Outline how they will manage the pump priming funds, and have clear effective mechanisms and criteria for the awarding the pump priming funds, this should include peer review
- Outline how the programme will culminate in awarding three collaborative pump priming awards that were developed during the programme of activities
- 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

Each pump priming award will have a value of £5k. Funding for these awards (£15k per cohort ) must be drawn from the successful bidder's overall budget.

## **Interview**

Interviews will take place the w/c 6<sup>th</sup> September (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 monthly) 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.

Delivery of events will be the responsibility of the successful supplier. Bidders should consider the potential disruption caused by Covid-19 and state how they will ensure delivery of the PDFs Development Programme Aims and Objectives whilst following Government advice regarding Covid-19 and any associated limitations to travel and physical meetings that this may entail.

## **Payment**

The total contract award will be divided equally over the two years. In year 1, 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 of the development programme plan
2. After delivery and evaluation of the first cohort event
3. 6 months into the contract
4. After completion and evaluation of first year of the programme

Two further payments will be made in year two. The first will be made after 6 months and the second at the end of the contract. Each payment will equal 25% of the total budget.

### **Schedule 3**

#### **Charges**

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

The total value of this contract shall not exceed £100,000.00 excluding VAT in alignment with the schedule below and AW5.2 Price Schedule within Schedule 4 – Supplier Proposal.

The total contract award will be divided equally over the two years. In year 1, 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 of the development programme plan
2. After delivery and evaluation of the first cohort event
3. 6 months into the contract
4. After completion and evaluation of first year of the programme

Two further payments will be made in year two. The first will be made after 6 months and the second at the end of the contract. Each payment will equal 25% of the total budget.



- 2 Where the Services are to be provided on a time and materials basis, the Charges for those Services will be calculated as follows: **NOT USED**

- (a) Not Used
- (b) Not Used
- (c) Not Used
- (d) Not Used

(e) Not Used

### **Expenses**

- 3 UKRI will reimburse the Supplier at cost for all reasonable travel, subsistence and other expenses incurred by individuals engaged by the Supplier in providing the Services to UKRI provided that UKRI's prior written approval is obtained before incurring any such expenses, that all invoices for such expenses are accompanied by valid receipts and provided that the Supplier complies at all times with UKRI's expenses policy from time to time in force.



## 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] – [REDACTED]
2. The contact details of the Suppliers Data Protection Officer are: [REDACTED] – [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 supplier will design and deliver a professional development programme a sub-set of ~30 Postdoctoral Fellows, who have been funded by the ESRC.
Duration of the processing	~2 years (exact dates to be confirmed at point of contract)
Nature and purposes of the processing	<p>The supplier will be expected to handle the recruitment of participants and the scope of the programme will include a series of themed/focused events, contact details needed to achieve this purpose.</p> <p>The supplier should report on the diversity of the programme to enable UKRI to monitor and improve diversity on underrepresented groups.</p>
Type of Personal Data	<p>Personal Data: Name, email address, research organisation</p> <p>Special Category Data: disability, ethnicity, gender age</p>
Categories of Data Subject	Members of the research and innovation community specifically Postdoctoral Fellows funded through the ESRCs Postdoctoral Fellowship Scheme
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or 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 4 / Supplier Proposal**

