



INVITATION TO TENDER
TENDER INSTRUCTIONS RELATING TO
THE PROVISION OF
MANAGEMENT DEVELOPMENT PROGRAMME

INSTRUCTIONS

1. ABOUT UK SPORT

UK Sport is the trading name of The United Kingdom Sports Council which was established by Royal Charter on 19 September 1996. UK Sport's mission is to work in partnership to lead sport in the UK to world-class success. UK Sport's core responsibilities cover high performance sport and supporting sports to bid and staging of major international sporting events. UK Sport is a government agency responsible to the Department of Culture, Media & Sport and invests National Lottery and Exchequer funding in Great Britain's best Olympic and Paralympic sports and athletes to maximise their chances of success on the world stage.

UK Sport also provides National Lottery Funding to help National Governing Bodies of Sport attract and stage some of the most important international sporting events to the UK. Through the Gold Event Series, UK Sport will support the bidding and staging of major international sporting events up to 2019.

Additional general information about UK Sport can be found at <http://www.uk sport.gov.uk>

2. INVITATION TO TENDER (ITT)

The HR Team at UK Sport provides ongoing training to staff in response to requests for both personal, professional and team development, and cultural change programmes when identified.

UK Sport now invites Tenders for the provision of a management development programme to deliver essential management skills development training across UK Sport ("the Services") in accordance with this ITT and the attached documents. As this process is conducted below the EU threshold for tenders there is no separate pre-qualification stage or questionnaire but potential suppliers are required to register their expression of interest in tendering in accordance with paragraph 5 below.

3. STRUCTURE OF ITT

3.1 The ITT is divided into the following sections:

- **Instructions** – this contains UK Sport's general tendering requirements and other information on the tendering process and the evaluation criteria that Tenders will be evaluated against. A checklist is at Appendix 3 which sets out the dates and times by when documents need to be sent in by Tenderers;
- **Specification** – this describes the service/quality standards required to provide the Services (Appendix 1);
- **Forms** – contain the forms required to be completed and submitted with tenders (Appendix 2);
 - Form of Tender
 - Bona Fide Tendering Certificate

- Declaration of Criminal convictions, Tax Affairs and Controversial Situations
- Certificate of Insurance
- Freedom of Information Form
- Non-Canvassing, Non-Collusion and Non-Corruption Certificate
- References
- Data Protection Questionnaire
- Checklist of documents to be returned (Appendix 3)
- Contract terms (Appendix 4)

4. **TENDER TIMETABLE AND CONTRACT PERIOD**

4.1 UK Sport proposes the following timetable for the award of the Contract. This is intended as a guide and whilst UK Sport does not intend to depart from the timetable, it reserves the right to do so at any time:

Date	Activity
28 July 2020	Tender advertisement published and ITT made available to interested Tenderers
4 Aug 2020, 5pm	Deadline for tenderers to express interest and send contact details for lead contact & deadline to submit clarification questions
14 August 2020, 5pm	UK Sport to issue responses to clarification questions
21 August 2020, 5pm	Deadline for receipt of tenders
11 September 2020	Completion of Assessment of tenders
w/c 14 September 2020	Notification of assessment & confirmation of dates and times of presentations of shortlisted tenderers
w/c 21 September 2020	Presentations
w/c 28 September 2020	Notification of successful tenderer/unsuccessful tenderers
7 days	Standstill period
w/c 5 October	Contract commencement date

5. **EXPRESSIONS OF INTEREST**

- 5.1 Suppliers wishing to tender are requested to register their expression of interest by emailing **HR@uksport.gov.uk by 5pm on 4 August 2020** along with any clarification questions they may have in accordance with paragraph 8 of this ITT.

6. **CONTRACT**

- 6.1 The contract shall commence on 5 October 2020 unless terminated in accordance with the terms of the contract.
- 6.2 The draft template contract is attached at Appendix 4. This is a standard UK Sport and it will only be amended on appointment of the successful Tenderer in order to incorporate the Tenderers' commercial offer and any material points based on Tenders.

7. **DISCLAIMER COSTS AND EXPENSES AND DISCONTINUANCE OF TENDER**

- 7.1 Nothing in this ITT binds UK Sport to accept a Tender and award a contract. UK Sport reserves the right to discontinue this Tender at any time during the ITT process and not to accept a Tender or award a contract.
- 7.2 UK Sport shall not be liable to the Tenderer in any way whatsoever for the Tenderer's costs and expenses incurred during the tender process from its discontinuance or in relation to which a contract is not awarded.
- 7.3 The Tenderer is responsible for preparing all information necessary for the preparation of its Tender and all costs, expenses and liabilities incurred by the Tenderer in connection with the preparation and submission of its Tender shall be borne by the Tenderer.
- 7.4 Tenderers shall ensure that they are familiar with the nature and extent of the obligations they will incur if their Tender is accepted.

8. **INFORMATION AND QUERIES**

- 8.1 Tenderers should carefully read all the documents in this ITT and fully acquaint themselves with the requirements in this ITT. A Tenderer may, by written communication to the Contact Officer, request clarification or further information in connection with the ITT. UK Sport will reasonably endeavour to answer all written enquiries prior to Tenders being submitted. UK Sport reserves the right not to respond to a request for information or clarification.
- 8.2 UK Sport reserves the right to disseminate information that is materially relevant to all Tenderers, even if the information has only been requested by one Tenderer, subject to the duty to protect any Tenderer's commercial confidence in its responses.

- 8.3 The deadline by which to submit clarification questions and requests for further information is 4 August 2020. Responses will be circulated by posting them on to Tenderers on UK Sport's website on 14 August 2020.
- 8.4 All enquiries in connection with this ITT must be made in accordance with paragraphs 7.1 and 7.3 above. UK Sport reserves the right to reject any Tenderer that attempts to obtain information through any other route.

Contact Officer Name: Danielle Parsons, HR Business Partner

E mail: HR@uksport.gov.uk

9. **BEST VALUE**

- 9.1 In pursuit of continuous service improvement and efficiency, UK Sport will require a commitment from the successful Tenderer to provide management information on the development of the Services and to participate, free of charge, in projects associated with improvement to the Services and to implement required changes.

10. **PREPARATION OF TENDER**

- 10.1 This ITT (including all its appendices and attachments) has been prepared by UK Sport for the sole purpose of enabling Tenderers to submit Tenders to UK Sport. No guarantee can be given, however, and no representation is made, as to the accuracy of information contained within it and it is each Tenderer's responsibility to obtain for itself at its own expense all information which it deems necessary or desirable for the preparation of its Tender. UK Sport does not accept any liability, which might result from any inaccuracy of or omission from any such information. All information supplied by UK Sport in connection with this ITT shall be treated as confidential by the Tenderer, except where, as determined by UK Sport, such information may be disclosed:-

10.1.1 by the Tenderer in so far as it is necessary for the preparation, submission and evaluation of Tenders; and/or

10.1.2 by UK Sport in exercising its rights, powers, duties and obligations in relation to the exercise of its functions and to facilitate public access to information.

11. **FREEDOM OF INFORMATION AND TRANSPARENCY**

- 11.1 Under the Freedom of Information (FOI) Act 2000 and the Environmental Information Regulations 2004 the public have a general right of access to information held by UK Sport. This right of access to information not only includes information about UK Sport contracts but also procurement arrangements with potential Tenderers. This right does not extend to information which is confidential and/or commercially sensitive or otherwise "exempt" from disclosure under FOI. As a consequence only information that is genuinely confidential or commercially sensitive or is otherwise exempt FOI information may not be disclosed under FOI.

- 11.2 Tenderers are therefore required to identify those areas in their Tender that they consider are confidential and/or commercially sensitive, giving reasons and evidence (where relevant) including proposed dates for lifting confidentiality in respect of those areas. The extent to which this information shall be held in confidence by UK Sport and

for how long may be subject to discussion as part of the Tender process and during post-tender negotiations (if any). Unsuccessful Tenders will be disposed of in accordance with UK Sport's document retention and disposal policy.

- 11.3 UK Sport reserves the right to hold all or any information contained in a Tenderers' Tender, in confidence, or to disclose it whether or not it is identified as commercially sensitive by the Tenderer where confidentiality or disclosure is necessary to comply with UK Sport's legal duties and lawful discretion generally or in relation to the tender process.

12. **PREPARATION AND DELIVERY OF TENDER DOCUMENTS & PRESENTATION STAGE**

- 12.1 UK Sport reserves the right not to accept the lowest or any Tender.
- 12.2 The Tenderer respond to the Tender Requirements as set out in paragraph 16 below. The Tenderer must ensure that its Tender is completed in its entirety, including all accompanying forms at Appendix 3.
- 12.3 The tender documents must be signed and sent to:

Danielle Parsons, HR Business Partner
HR@uksport.gov.uk
- 12.4 **Tenders must be received no later than 21 August 2020, 5pm .**
- 12.5 UK Sport will not accept tenders submitted by post, telegram, telex, fax, telephone or via online file sharing sites such as Dropbox.
- 12.6 Tenders shall remain open for acceptance for a period of 60 days (sixty days) from the Tender submission date.

13. **REFERENCES**

- 13.1 References are required and Tenderers must complete the references form at Appendix 2. UK Sport reserves the right to contact referees (two per Tenderer) during the ITT period. If UK Sport decides to make reference calls, it will contact Tenderers individually for confirmation of their referees. Tenderers should give their referees advance notice of these reference calls in order to avoid any delay.
- 13.2 The reference calls will not be evaluated. They are intended to verify the experience of Tenderers as described in their ITT submission.

14. **TENDER EVALUATION**

- 14.1 Prior to evaluating Tenders, UK Sport will carry out an initial review of each Tender to confirm completeness and compliance with the requirements of this ITT and may, at its discretion, reject a Tender which is incomplete and/or non-compliant.
- 14.2 UK Sport will carry out a Tender evaluation after the closing date for receipt of Tenders. Tenders will be evaluated on the basis of the most economically advantageous offer to UK Sport against the following weighted factors:

Price and overall cost of the contract to UK Sport (35%)

Price Criteria	Score (Max 5)	Weighting	Score x Weight
Course Design		40%	
Course Delivery		40%	
Additional products or services enhancing the core offering and the value to recipients (e.g free tutorial, assignments, follow-up sessions)		20%	
Total		100%	

Quality of service provision (65%)

Quality Criteria	Score (Max 5)	Weighting	Score x Weight
Demonstrate clear understanding of the project		30%	
Demonstrate evidence of success of managing similar projects		15%	
Ability to provide high-end and engaging content and learning materials building on existing programs and internal processes as required, particularly in a virtual context.		25%	
Ability to build an effective assessment process in to the training which will allow UK Sport to measure if the learning has embedded at future review points		20%	
Excellent facilitation and training skills including working examples, role play and simulations where effective, particularly in a virtual context.		10%	
Total		100%	

14.3 UK Sport will invite approximately the three highest scorers to present their tenders via online Teams presentations week commencing 21 September 2020. Further details on presentation times and venue will be provided nearer the time. The presentations are to verify and further explore/evaluate the content of the tenders.

14.4 The winner will be Tenderer with the highest score against the above criteria.

15. THE TENDER EVALUATION SCORES

15.1 The response to each evaluation question will be awarded a score of between 1 and 5 according to the scale in the table below. The weightings set out in the table above will then be applied to each question. For clarity, proposals that meet the UK Sport's requirements as set out in the tender documentation would be awarded a score within the range 3-4. Tenderers can gain scores of 5 on the evaluation scoring scale below by providing innovative submissions that exceed UK Sport's core expectations as expressed in the Specification. UK Sport encourages Tenderers to present innovative pricing and methods of service delivery that will add value to the Services, such proposals are likely to attract the highest scores.

ITT Quality Evaluation Scoring Methodology

15.2 The basis for the scoring of Tenders will be in accordance with the following scale:

1	Unsatisfactory	A response that completely or almost completely fails to address the elements of the criterion. Such a response would normally evidence no strengths of any kind and many significant weaknesses and/or deficiencies. In general, the response would be described as unsatisfactory or without merit.
2	Marginal	A response that addresses a few elements of the criterion. Such response would normally be evidenced by few if any strengths, many significant weaknesses, and present a low level of successful performance expectation. In general, the response would be described as faulty or substandard.
3	Satisfactory	A response that adequately addresses the elements of the criterion. Such a response would normally be evidenced by few if any significant strengths, few if any significant weaknesses, offsetting strengths and weaknesses, and present a moderate level of successful performance expectation. In general, the response would be described as suitable or sufficient.
4	Very Good	A response that addresses a majority of the elements of the criterion. Such a response would normally be evidenced by significant strengths, few if any significant weaknesses, and present an above average level of successful performance expectation. In general, the response would be described as conscientious, competent or complete.
5	Excellent	A response that addresses all elements of the criterion in an exceptional manner. Such a response would normally be evidenced by significant strengths, no significant weaknesses, and present a high level of successful performance expectation. In general, the response would be described as excellent or superior.

16. TENDER REQUIREMENTS

16.1 The Tender requirement to the evaluation criteria are set out below. Tenderers are required to respond to ALL of the Tender requirements set out below. To assist UK Sport's evaluation of a Tender submission, please ensure Tenders clearly cross-refer to

the Tender requirements set out below. Any relevant supporting tender documentation must also be clearly identifiable by the evaluation criteria number.

16.2 Instructions for completing Tenders – please ensure these are followed:

- 16.2.1 Answers must be on A4 paper with a minimum font size 11. The paper layout can either be landscape or portrait. A3 paper can be used where use of diagrams, graphs etc. is required.
- 16.2.2 Tenderers are required to provide information about its history; strategy; corporate structure; departments & teams and key staff leading their Tender. This information is not subject to a word count limit.
- 16.2.3 Except to assist with proposals for the commercial sponsorship offer, please do not provide any corporate marketing material along with Tenders.
- 16.2.4 When providing examples, Tenderers must demonstrate knowledge and understanding of delivery of this type of work across comparable sectors. The examples must also demonstrate where the Tenderers have provided delivery to organisations similar to UK Sport.
- 16.2.5 If Tenderers do include examples, where possible, fresh examples for each criteria are preferred by UK Sport. It is not acceptable to repeat the same example.
- 16.2.6 The word counts against each tender requirement are maximum word limits. Tenderers can write less.

Price Criteria	Tender Requirement	Weighting (100%)
Course Design	Maximum 1000 words	40%
Course Delivery	Maximum 1000 words	40%
Additional products or services enhancing the core offering and the value to recipients (e.g free tutorial, assignments, follow-up sessions)	Maximum 1000 words	20%
Quality Criteria	Tender Requirement	Weighting (100%)
Demonstrate clear understanding of the project	Maximum 1000 words	30%
Demonstrate evidence of success of managing similar projects	Maximum 1000 words	15%
Ability to provide high-end and engaging content and learning materials building on existing programs and internal processes as required, particularly in a virtual context.	Maximum 1000 words	25%
Ability to build an effective assessment process in to the training which will allow UK Sport to measure if the learning has embedded at future review points	Maximum 1000 words	20%
Excellent facilitation and training skills including working examples, role play and simulations where effective, particularly in a virtual context.	Maximum 1000 words	10%

Demonstrate clear understanding of the project	Maximum 1000 words	30%
Demonstrate evidence of success of managing similar projects	Maximum 1000 words	15%
Ability to provide high-end and engaging content and learning materials building on existing programs and internal processes as required, particularly in a virtual context.	Maximum 1000 words	25%

17. **STAFFING ISSUES AND TUPE**

- 17.1 UK Sport is neither the transferor nor transferee of the staff employed by its current contractors in the circumstances of any policy/contract awarded as a result of the procurement process of which this ITT forms part of.
- 17.2 Tenderers should satisfy themselves as to the application of the Transfer of Undertakings (Protection of Employment) Regulations 2006 ("TUPE") to this requirement and should make suitable provision for the implications (if any) of TUPE.

18. **NON-CONSIDERATION OF TENDER**

- 18.1 A Tender may not be considered if:
 - 18.1.1 it is not in accordance with these instructions or is in breach of any instruction or clause set out elsewhere in the ITT; or
 - 18.1.2 it makes or attempts to make any variation or alteration to any of the ITT save where authorised in writing by the Contact Officer; or is expressly permitted; or
 - 18.1.3 the Tenderer fails to provide within 7 days any relevant documentary evidence requested by UK Sport and not supplied with the Tender held by any signatory to the Tender; or
 - 18.1.4 it has attempted or does attempt to make its Tender conditional on the acceptance by UK Sport of any other Tender contract or proposal; or
 - 18.1.5 it does not comply with paragraph 12.

19. **REJECTION OF TENDER**

- 19.1 UK Sport may reject any Tender (which shall be without prejudice to UK Sport's legal remedies) submitted by a Tenderer who has:
 - 19.1.1 made a misleading or false declaration in any of the Tender Forms. Tenders must read the Declaration of Criminal Convictions, Tax Affairs and Controversial Situations carefully and immediately inform UK Sport if they are having difficulty completing it.
 - 19.1.2 directly or indirectly canvassed any official of UK Sport concerning the acceptance of any Tender or who has directly or indirectly obtained or attempted to obtain information from any such member or official concerning any other tender.
 - 19.1.3 fixed or adjusted the prices shown in accordance with any agreement or arrangement with any other person.
 - 19.1.4 communicated to any person other than UK Sport the amount or approximate amount of the price shown in its tender, except where such disclosure is made

in confidence in order to obtain quotations necessary to the preparation of the Tender or for the purposes of insurance or the guarantee referred to in the ITT.

- 19.1.5 entered into any agreement with any other company, firm or individual so that the other company, firm or individual refrains from submitting a Tender or limits or restricts his price or anything similar.
- 19.1.6 made or offered to make any type of payment or gift to any UK Sport employee or member or to anyone else where or not the person is directly connected to UK Sport directly connected with this Tender exercise.
- 19.1.7 offered or given or agreed to give any officer or member of UK Sport any gift or consideration of any kind as an inducement or bribe to influence its decision in relation to the tendering procedure.

In the context of the Declaration of Criminal Convictions, Tax Affairs and Controversial Situations please note:

Tenderers will be excluded from the tender process if there is evidence of convictions relating to specific criminal offences including, but not limited to, bribery, corruption, conspiracy, terrorism, fraud and money laundering, or if tenderers have been the subject of a binding legal decision which found a breach of legal obligations to pay tax or social security obligations (except where this is disproportionate e.g. only minor amounts involved).

If Tenderers have answered "yes" to question 2 of the declaration on the non-payment of taxes or social security contributions, and have not paid or entered into a binding arrangement to pay the full amount, Tenderers may still avoid exclusion from this Tender if only minor tax or social security contributions are unpaid or if a Tenderer has not yet had time to fulfil your obligations since learning of the exact amount due. If Tenderer is in that position please provide details using a separate document. Tenderers may contact UK Sport for information about how to do this before completing this form.

UK Sport reserves the right to use its discretion to exclude a Tenderer where it can demonstrate the Tenderer's non-payment of taxes/social security contributions where no binding legal decision has been taken.

The word "Tenderer" for these purposes shall be deemed to include any and all persons employed by the Tenderer or who are purporting to act on the Tenderers behalf whether the Tenderer is aware of their acts or not.

20. ACCEPTANCE OF TENDER

- 20.1 Following evaluation of Tenders, the selection of a preferred Tenderer shall be subject to a 7 day standstill period.
- 20.2 Until the formal signing of the contract together with the formal letter of acceptance shall constitute a legally binding contract which shall commence on the day after the 7 day standstill period has ended. The 7 day standstill period shall commence from the date notification to the successful Tenderer.

20.3 After the 7 day standstill period has elapsed, UK Sport will request the successful Tenderer to sign the contract. Failure to comply with UK Sport's requests to promptly sign the contract under will amount to a breach of contractual obligation and UK Sport will accordingly be entitled at its sole discretion to withhold payment until such time as a formal contract is properly signed by the successful Tenderer.

21. **TENDER MATERIAL**

21.1 ITT Material means information (including for example, presentation slides, drawings, handbooks, manuals, reports, instructions, specifications and notes of pre-tender clarification meetings, in whatever form or medium), issued to Tenderers by UK Sport or on its behalf, or to which Tenderers have been given access, for the purposes of responding to this ITT. Tender Material remains the property of UK Sport or other owners and is released solely for the purpose of tendering. The Tenderer shall notify UK Sport without delay if any additional Tender Material is required for the purpose of tendering.

21.2 In the event that a recipient of Tender Material decides not to participate in the submission of a tender, the Tender Material shall be returned to its place of issue without delay. If a tender is submitted to UK Sport, the Tender Material may be retained by the Tenderer until the result of the competition is known.

21.3 The Intellectual Property Rights in Tender Material may belong to UK Sport or a third party. The Tender Material may only be used for the purpose of responding to this invitation to tender and shall not be copied, or disclosed to anyone other than employees of the Tenderer involved in the preparation of the tender, without the prior written approval of UK Sport. If the Tenderer discloses the Tender Material other than to employees involved in the Tender preparation, or uses the Tender Material other than for the purpose of Tendering, UK Sport, or the third party owner, may suffer damage for which compensation may be sought from the Tenderer.

22. **PUBLICITY AND BRANDING**

Tenderers shall not make any advertisement, public statement or press announcement in relation to this Tender or award of the contract should they be successful. A joint public statement and press announcement will be made at a date agreed between the successful tenderer and UK Sport.

Appendix 1

Tender Specification – ‘Manager Essentials’ programme

UK Sport are seeking to appoint a provider who can deliver essential management skills development training across our organisation. The purpose of this is to raise levels of management competence, skills and confidence, developing committed and capable managers in order to drive, support and develop their teams.

Rationale

As an organisation, we recognise that building our management capability is critical to our future delivery success. Whilst we have invested internally in developing coaching skills over the past few years, we haven't made a holistic management development offering since 2015 and so there are many staff who have not undergone any formal or targeted development in this area whilst at UK Sport.

Furthermore, HR data (exit interviews, starter questionnaires, HR 'intelligence', staff surveys) indicate inconsistent levels of management confidence and competence and we therefore identify there is space for organisational growth in this area.

Context

In conjunction with our externally (sport) facing people development team, we have mapped the proposed programme aims and essential 'kit bag' of skills to an outwardly focused 'Leadership Framework' – see below. The Manager Essentials programme presents an important opportunity for our internal staff development to be aligned to what is being delivered across the high-performance system. Specifically, the manager essentials programme would fall under the scope of 'Leading Others – manages and aligns people and process to drive performance'.

 Leading Others	 Leading Leaders	 Leading the Organisation
Planning and organising, working through and empowering others to build a high performing team and environment	Inspiring and mobilising leaders who can develop team capability to deliver significant functional responsibilities of the performance strategy	Strategically leading to contribute to sport and society, being cultural architects of the HP system and inspiring people to sustainably deliver results
 Leading Self		
Being the best you can be; being self-aware, supporting yourself and taking personal responsibility		

Leadership Kit Bag



In preparation of the development programme, the UK Sport HR Team are running a series of webinars over the coming months around key employee related themes such as *managing absence*, *managing performance*, *family friendly rights* and *dignity at work* in order to build knowledge around internal policy and process and 'how to handle' these issues from a cultural perspective.

Dependent upon the success of the wider management development programme as described below, we have envisaged the opportunity in the near future to do a further bespoke development programme for a smaller, recruited to cohort of managers in line with our talent and succession planning needs. However, this falls outside the scope of this tender.

Learning & Organisational Aims

As a result of the programme:

- People in the organisation will feel supported and guided by their line managers, confident that they are being developed and enabled to deliver to their best in their roles.
- Managers will have developed the expertise and skills needed to confidently deliver their roles as line managers using expert advice where needed from HR to enable them to make effective, risk-based decisions.
- The UKS staff survey / culture health check will see significantly improved outcomes with regards to line manager capability / support.
- There will be a greater sense of management community and the creation of an effective peer support network at this level.
- We will have been able to create some internal development opportunities (HR team/ Performance People Development Team) through either the co-facilitation or development of the Manager Essentials programme.

As part of the tender we would be keen to understand how you would propose we best measure success outcomes against these aims.

General requirements & scope

Timings

Our aim is to run the programme over a six-month period from October 2020-March 2021. In pursuit of delivery quality, we would be able to slightly extend timeframes into the new financial year. October-December 2020 will be a particularly busy delivery time for the organisation and therefore the programme set-up should be sympathetic to this.

Cohort

At UK Sport, we pride ourselves on our ability to drive performance through our highly capable workforce.

The programme will need to serve approximately 40 delegates, all current people managers with varying levels of management experience, across the hierarchy within the organisation (including Director level). We therefore require the programme to create a consistent, 'foundation' level approach with the ability to stretch more experienced managers as appropriate.

The programme should be delivered in a maximum of the equivalent of 5/6 days (30/36 hours) learning spread across the 6-month period. Delivery agility will be key and should minimise the use of consultant lead learning time wherever possible through the use of learning sets etc. Our expectation is that there would need to be some pre and post work around the delivery to ensure engagement of managers.

Course content

The programme should cover the following critical areas:

Me as Manager	Managing Others
Understanding Styles (different styles, impacts of culture on styles).	Managing performance - The employee experience (employee cycle) - Giving & receiving feedback - Conversations: performance, career, check-ins, 'difficult scenarios'
Personal Impact & Philosophy (developing own style, my management philosophy)	Developing Others - Development Plans - Talent management & succession planning
Strengths & Gaps analysis (self-assessment)	Developing Relationships, Dynamics & Culture - Working together (styles, dynamics, values, conflict resolution) - Team Set-up (meetings, opportunities to connect, tracking) - Team Development & culture
	Driving Team Performance & Strategy - Effective Delegation - Intro to change management - Driving Collective performance - Turning Strategy into action

We welcome consultants' proposals about how the above can be best designed into manageable and logical units and where time should be allocated (dialled up or down) but expect all areas to be covered to some extent as part of our 'kitbag' approach.

Underpinning all modules, whilst not explored in of itself should be:

- Self-awareness & self-leadership
- Well-being/ mental health awareness/resilience
- Manager as Coach
- Diversity & inclusion

- Unconscious bias

Please note that UKS separately intends to/currently conducts development on the following areas which we will need to ensure the programme compliments:

- Mental Health Training for Managers
- GROW Training (coaching skills for managers)
- Diversity & inclusion training for managers
- Recruitment Skills Training

Format

- Given COVID-19 impacts, as an organisation we do not anticipated the ability to run workshops or face-to-face interventions until early 2021. We would therefore ask that proposals are aligned to an online delivery method until January 2021, with the agility to make the programme fully virtual in 2021 should the need arise.
- Programme proposals should include blended learning options wherever possible although we envisage that the likely format will include webinars and learning sets.
- The methodology should align to a 70/20/10 approach.
- Given our learning aims, the advancement of our management community will be key to the success of the programme.

Budget

The programme should not exceed £40k exclusive of VAT. Costings should include the option for UK Sport to retain intellectual property in the programme for possible future in-house delivery purposes.

Appendix 2 Forms

THE UNITED KINGDOM SPORTS COUNCIL

HR TEAM

PROVISION OF MANAGEMENT DEVELOPMENT PROGRAMME

FORM OF TENDER

The completion of the documents will be taken as part of the contract between the Tenderer and UK Sport.

Please note that if any errors, omissions or mistakes are identified during the tender evaluation process UK Sport may:

- a. Invalidate the tender; or
- b. Ask the tenderer to stand by the Tender as submitted or withdraw it; or
- c. Allow the Tender to be amended.

TO: THE UNITED KINGDOM SPORTS COUNCIL

I/we hereby undertake to

Provide the Services under the terms contained within this ITT which, for the avoidance of doubt include all of the following:

- Contract
- Specification & Pricing Matrix
- Form of Tender
- Certificate of Bona fide tendering
- Declaration of Criminal Convictions, Tax Affairs and Controversial Situations
- Certificates of Insurance
- Tenderers statement in relation to Freedom of Information
- Non-Canvassing, Non-Collusion and Non-Corruption Certificate

At the price given in the Tender.

Dated this.....day of.....2020.

Signature.....position in company.....

Name of Company.....

THE UNITED KINGDOM SPORTS COUNCIL

HR TEAM

PROVISION OF MANAGEMENT DEVELOPEMNT PROGRAMME

BONA FIDE TENDERING CERTIFICATE

TO: The United Kingdom Sports Council ('UK Sport'):

We the undersigned having read the Invitation to Tender, the Specification and associated documents annexed hereto declare and hereby certify that we are not parties to any agreement or agreements under which:

- a) We have communicated the amount of our tender to any other person before the time of submission of this tender;
- b) any other tenderer was reimbursed any part of their tendering costs;
- c) our tendered prices have been adjusted by reference to those of any other tenderer.

We understand that UK Sport reserves the right to seek clarification and/or negotiate pre – tender and post tender.

We further understand that the information contained in the tender documents is contained therein to other parties except as is absolutely essential for such purposes as those related to insurance matters or for the purpose of fulfilling our obligations under the Contract.

Dated this.....day of.....2020

Signature.....position in company.....

Name of Company.....

THE UNITED KINGDOM SPORTS COUNCIL

HR TEAM

PROVISION OF MANAGEMENT DEVELOPMENT PROGRAMME

DECLARATION OF CRIMINAL CONVICTIONS, TAX AFFAIRS AND CONTROVERSIAL SITUATIONS

TO: The United Kingdom Sports Council ('UK Sport'):

1. We the undersigned having read the Invitation to Tender, the Specification and associated documents annexed hereto declare and hereby declare that, within the past five years, our organisation (or any member of your proposed consortium, if applicable), Directors or partner or any other person who has powers of representation, decision or control been convicted of any of the following offences:

Offences	Please indicate your answer by marking 'X' in the relevant box.	
	Yes	No
(a) conspiracy within the meaning of section 1 or 1A of the Criminal Law Act 1977 or article 9 or 9A of the Criminal Attempts and Conspiracy (Northern Ireland) Order 1983 where that conspiracy relates to participation in a criminal organisation as defined in Article 2 of Council Framework Decision 2008/841/JHA on the fight against organised crime;		
(b) corruption within the meaning of section 1(2) of the Public Bodies Corrupt Practices Act 1889 or section 1 of the Prevention of Corruption Act 1906;		
(c) the common law offence of bribery;		
(d) bribery within the meaning of sections 1, 2 or 6 of the Bribery Act 2010; or section 113 of the Representation of the People Act 1983;		
(e) any of the following offences, where the offence relates to fraud affecting the European Communities' financial interests as defined by Article 1 of the Convention on the protection of the financial interests of the European Communities:		

(i) the offence of cheating the Revenue;		
(ii) the offence of conspiracy to defraud;		
(iii) fraud or theft within the meaning of the Theft Act 1968, the Theft Act (Northern Ireland) 1969, the Theft Act 1978 or the Theft (Northern Ireland) Order 1978;		
(iv) fraudulent trading within the meaning of section 458 of the Companies Act 1985, article 451 of the Companies (Northern Ireland) Order 1986 or section 993 of the Companies Act 2006;		
(v) fraudulent evasion within the meaning of section 170 of the Customs and Excise Management Act 1979 or section 72 of the Value Added Tax Act 1994;		
(vi) an offence in connection with taxation in the European Union within the meaning of section 71 of the Criminal Justice Act 1993;		
(vii) destroying, defacing or concealing of documents or procuring the execution of a valuable security within the meaning of section 20 of the Theft Act 1968 or section 19 of the Theft Act (Northern Ireland) 1969;		
(viii) fraud within the meaning of section 2, 3 or 4 of the Fraud Act 2006; or		
(ix) the possession of articles for use in frauds within the meaning of section 6 of the Fraud Act 2006, or the making, adapting, supplying or offering to supply articles for use in frauds within the meaning of section 7 of that Act;		
(f) any offence listed—		
(i) in section 41 of the Counter Terrorism Act 2008; or		
(ii) in Schedule 2 to that Act where the court has determined that there is a terrorist connection;		
(g) any offence under sections 44 to 46 of the Serious Crime Act 2007 which relates to an offence covered by subparagraph (f);		
(h) money laundering within the meaning of sections 340(11) and 415 of the Proceeds of Crime Act 2002;		

(i) an offence in connection with the proceeds of criminal conduct within the meaning of section 93A, 93B or 93C of the Criminal Justice Act 1988 or article 45, 46 or 47 of the Proceeds of Crime (Northern Ireland) Order 1996;		
(j) an offence under section 4 of the Asylum and Immigration (Treatment of Claimants etc.) Act 2004;		
(k) an offence under section 59A of the Sexual Offences Act 2003;		
(l) an offence under section 71 of the Coroners and Justice Act 2009		
(m) an offence in connection with the proceeds of drug trafficking within the meaning of section 49, 50 or 51 of the Drug Trafficking Act 1994; or		
(n) any other offence within the meaning of Article 57(1) of the Public Contracts Directive—		
(i) as defined by the law of any jurisdiction outside England and Wales and Northern Ireland; or		
(ii) created, after the day on which these Regulations were made, in the law of England and Wales or Northern Ireland.		
(j) any offence under section 1, 2 or 4 of the Modern Slavery Act 2015		

2. We also declare we are not subject to any a judicial or administrative proceedings or decisions having final and binding effect in accordance with the legal provisions of any part of the United Kingdom or the legal provisions of the country in which our organisation is established (if outside the UK), that our organisation is in breach of obligations related to the payment of tax or social security contributions.

Non-payment of taxes or social security contributions

If you are subject to judicial or administrative proceedings or decisions having final and binding effect, please provide further details in this box. Please also use this box to confirm whether you have paid, or have entered into a binding arrangement with a view to paying, including, where applicable, any accrued interest and/or fines.

3. We also declare, that within the past three years, none of the following controversial situations have applied, or currently apply, to our organisation.

Controversial Situations	Please indicate your answer by marking 'X' in the relevant box.	
	Yes	No
(a) your organisation has violated applicable obligations in the fields of environmental, social and labour law established by EU law, national law, collective agreements or by the international environmental, social and labour law provisions in the jurisdiction of England & Wales, Scotland or Northern Ireland as amended from time to time;		
(b) your organisation is bankrupt or is the subject of insolvency or winding-up proceedings, where your assets are being administered by a liquidator or by the court, where it is in an arrangement with creditors, where its business activities are suspended or it is in any analogous situation arising from a similar procedure under the laws and regulations of England & Wales, Scotland or Northern Ireland;		
(c) your organisation is guilty of grave professional misconduct, which renders its integrity questionable;		
(d) your organisation has entered into agreements with other economic operators aimed at distorting competition;		
(e) your organisation has a conflict of interest (see note below) that cannot be effectively remedied by other, less intrusive, measures;		
(f) the prior involvement of your organisation in the preparation of this procurement procedure has resulted in a distortion of competition, that cannot be remedied by other, less intrusive, measures;		
(g) your organisation has shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages or other comparable sanctions;		
(h) your organisation— (i) has been guilty of serious misrepresentation in supplying the information required for the verification of		

the absence of grounds for exclusion or the fulfilment of the selection criteria; or		
(i) your organisation has undertaken to		
(aa) unduly influence the decision-making process of the contracting authority, or		
(bb) obtain confidential information that may confer upon your organisation undue advantages in the procurement procedure; or		
(j) your organisation has negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award.		

Conflicts of interest

In accordance with question 3 (e), the authority may exclude the Supplier if there is a conflict of interest which cannot be effectively remedied. The concept of a conflict of interest includes any situation where relevant staff members have, directly or indirectly, a financial, economic or other personal interest which might be perceived to compromise their impartiality and independence in the context of the procurement procedure.

Where there is any indication that a conflict of interest exists or may arise then it is the responsibility of the Supplier to inform the authority, detailing the conflict in a separate document. Provided that it has been carried out in a transparent manner, routine pre-market engagement carried out by the UK Sport should not represent a conflict of interest for the Supplier.

Dated this.....day of.....20[...]

Signature.....position in company.....

Name of Company.....

(THIS CERTIFICATE MUST BE COMPLETED BY THE TENDERERS BROKER/INSURER)

THE UNITED KINGDOM SPORTS COUNCIL

HR TEAM

PROVISION OF MANAGEMENT DEVELOPMENT PROGRAMME

CERTIFICATE RELATING TO EMPLOYERS LIABILITY INSURANCE

TO: The United Kingdom Sports Council ('UK Sport'):

1. This Certificate is to assure UK Sport that the Insurance Policy Number holds *[Insert Tenderer Name]* covered throughout the Contract Period and in accordance with the Conditions in respect of any damage or compensation payable at law in respect of any accident or injury to any employee or other person in the employment of the *[Insert Tenderer Name]* or their Agent.
2. UK Sport shall not be liable in respect of the above save to the extent that such accident or injury results from or is contributed to by any act or default of UK Sport or persons employed by UK Sport.
3. We have due regard to UK Sport's interests in the policy in respect of the risks to *[Insert Tenderer Name]* employees and others and undertake to inform immediately the UK Sport's Legal Team if the insurance cover is discontinued or invalidated during the Contract Period.
4. We accept the obligation implied by this Certificate to produce on request irrespective of the timing, the Insurance Policies and Premium receipts.

a) The insurance in respect of this Contract for any one incident without any limitation of the number of claims from.....to..... in a contract year is not less than £5 million.

b) Insurers address.....

.....

Insurers authorised signatory.....Date

Status/Designation.....Policy No.....

Expiry Date..... Signed.....

On behalf of (company name and address).....

.....

Insurers/Brokers stamp.....

FOR OFFICIAL USE

POLICY INSPECTION DATE OFFICER'S SIGNATURE

PREMIUM INSPECTION DATE OFFICER'S SIGNATURE

THE UNITED KINGDOM SPORTS COUNCIL

HR TEAM

PROVISION OF MANAGEMENT DEVELOPMENT PROGRAMME

CERTIFICATE RELATING TO PUBLIC LIABILITY/THIRD PARTY INSURANCE

TO: The United Kingdom Sports Council ('UK Sport')

1. This certificate is to assure UK Sport that Insurance Policy Number withholds *[Insert Tenderer Name]* covered throughout the term of of the contract and in accordance with the contract terms, against any accident, damage, loss or injury which may occur to any property or to any persons by or arising out of the performance of the Services under the contract without limiting *[Insert Tenderer Name]* obligations and responsibilities.
2. UK Sport shall not be liable in respect of the above save to the extent that such accident or injury results from or is contributed to, by any act or default of UK Sport or persons employed by them.
3. The terms of the insurance include an indemnity to principal's clause whereby in the event of any claim, in respect of which *[Insert Tenderer Name]* would be entitled to receive indemnity under its insurance policy being made against UK Sport, *[Insert Tenderer Name]* insurers will indemnify UK Sport in like manner against such a claim and any costs, charges and expenses in respect thereof.
4. We accept the obligation implied by this certificate to produce on request irrespective of timing, the Insurance Policies and Premium receipts.
 - a) The insurance in respect of the Services under the contract for any one accident without any limitation of the number of claims from.....to in each year is not less than £5 million.

b) Insurers address.....

.....

Insurers authorised signatory..... Date.....

Status/Designation..... Signed.....

On behalf of (Company name and address).....

.....

Insurers/Brokers stamp.....

FOR OFFICIAL USE	
POLICY INSPECTION DATE	OFFICERS SIGNATURE
PREMIUM INSPECTION DATE	OFFICERS SIGNATURE

THE UNITED KINGDOM SPORTS COUNCIL

HR TEAM

PROVISION OF MANAGEMENT DEVELOPMENT PROGRAMME

TENDERERS STATEMENT IN RELATION TO THE FREEDOM OF INFORMATION ACT 2000

Tenderers are required to read the following and complete the table below and sign/date the document

We have read and understand paragraph 10 of the Invitation to Tender for the Services and acknowledge that UK Sport has obligations in relation to Freedom of Information.

In accordance with the provisions of sections 41 and 43 of the Freedom of Information Act and the Environmental Information Regulations 2004 ('The Acts') we wish/do not wish to request an exemption for the information provided to UK Sport in preparation and completion of our tender for redevelopment of the Site with UK Sport.

We understand that Section 41 of the Act provides an absolute exemption for disclosure of information held by a public authority, which would constitute an actionable breach of confidence.

We further believe that disclosure of the information referred to in Table 1 after the contract is awarded would, or is likely to, prejudice our commercial interests under section 43 of the Act. In particular, the disclosure of this information would be likely to weaken our position in a competitive environment by revealing market-sensitive information or information of potential usefulness to our competitors.

During the course of the tender process all the information provided to UK Sport by us under Table 1 is provided in confidence up to the date of the award of the Contract by UK Sport.

If we are awarded the contract we ask that the information in table 1 be put in a confidential and commercially sensitive schedule to the contract.

Table1: Section 41 - confidential and Section 43 - commercially sensitive information

Exemption(s) claimed	Information	Minimum Period of exemption
Section 41		
Section 41		
Section 41		

Section 41		
Section 43		
Section 43		
Section 43		

If for any reason UK Sport considers releasing any of the above confidential or commercially sensitive information, we ask in the first instance that you contact [name of Tenderers representative]. This will enable us to review the nature of the material under consideration for release, and also provides the opportunity to support UK Sport in its decision whether or not to disclose the information.

We will use all reasonable endeavours to review the commercial sensitivity of the information and inform UK Sport (in writing) whether or not we agree that the information should be released within 3 working days of receiving the request.

Dated this.....day of.....2020

Signature.....position in company.....

Name of Company.....

THE UNITED KINGDOM SPORTS COUNCIL

HR TEAM

PROVISION OF MANAGEMENT DEVELOPMENT PROGRAMME

NON-CANVASSING, NON-COLLUSION OR NON-CORRUPTION CERTIFICATE

The essence of a formal selection process is that UK Sport receives bona fide proposals from all Tenderers.

In recognition of this principal we the Tenderer [Insert Company Name] certify that this is a bona fide proposal. We have not fixed or adjusted the submission by or in accordance with any agreement or arrangement with any other person or party.

We also certify that we have not done and we undertake that we shall not do at any time before the hour and date specified for the return of this submission any of the following acts:-

- a) Directly or indirectly canvassed any official of UK Sport concerning the acceptance of this or any other tender or who has directly or indirectly obtained or attempted to obtain information from any such member or official concerning this or any other tender.
- b) Communicate with any other person other than the person calling for the submission except where the disclosure of information is necessary to obtain insurance.
- c) Enter into any agreement or arrangement with any person that he shall refrain from making a submission.
- d) To offer to pay or give or agree to pay or give any sum of money or valuable consideration directly or indirectly to any person related to this submission;
- e) made or offered to make any type of payment or gift to any UK Sport employee or member or to anyone else where or not the person is directly connected to UK Sport directly connected with this Tender exercise; or
- f) offered or given or agreed to give any officer or member of UK Sport any gift or consideration of any kind as an inducement or bribe to influence its decision in relation to the tendering procedure.

Dated this.....day of.....2020

Signature.....position in company.....

Name of Company.....

THE UNITED KINGDOM SPORTS COUNCIL

HR TEAM

PROVISION OF MANAGEMENT DEVELOPMENT TRAINING

REFERENCES

Organisation:	
Address:	
Contract Name:	
Telephone No:	
E-mail Address:	
Approximate Value:	

Organisation:	
Address:	
Contract Name:	
Telephone No:	
E-mail Address:	

Approximate Value:	

UK SPORT
QUESTIONNAIRE FOR PROSPECTIVE
DATA PROCESSORS



Introduction:

UK Sport is required under the General Data Protection Regulations, the Data Protection Act 2018 and HMG Security Policy Framework¹ to ensure that existing and prospective contractors processing personal data and/or confidential information on behalf of UK Sport are doing so with an appropriate level of security and in accordance with statutory requirements.

This questionnaire is to be completed by potential data processors at tender stage or by contractors that have access or are party to confidential information.

Please complete and return this questionnaire, signed by an authorised representative for your organisation.

1. ORGANISATION DETAILS

Name:

Address:

Contact name:

Contact details:

Email:

2. DATA PROCESSING ACTIVITIES

¹ <https://www.gov.uk/government/publications/security-policy-framework>

In connection with the contract:

2.1 Describe the purposes for which your organisation uses personal data

2.2 Describe how personal data (tangible/ intangible form) is stored on your systems.

2.3 Describe all potential recipients of personal data held by your organisation (if any) and the likely uses of the data by those recipients.

2.4 Describe how data is transferred (a) internally within your organisation and (b) to external parties (if applicable).

3. SECURITY POLICIES AND PROCEDURES

3.1. Do you have an information security policy?

Yes

No

(If yes, please provide a copy)

3.2 Does your information security policy include the following:

3.2.1	Physical security of premises and processing areas <input type="checkbox"/>	Yes	No <input type="checkbox"/>
3.2.2	physical entry controls <input type="checkbox"/>	Yes	No <input type="checkbox"/>
3.2.3	equipment security and maintenance <input type="checkbox"/>	Yes	No <input type="checkbox"/>
3.2.4	password and access controls <input type="checkbox"/>	Yes	No <input type="checkbox"/>
3.2.5	security of mobile equipment (eg laptops) <input type="checkbox"/>	Yes	No <input type="checkbox"/>

3.2.6 controls against malicious software Yes No

3.2.7 business continuity planning Yes No

3.3 Does your information security policy comply with BS 27000?
Don't know

Yes

No

3.4 Do you have HM Government Cyber Security Essentials Accreditation?²

Yes No Don't know

3.4 Do you have a policy for complying with the Data Protection Act 1998?
No

Yes

(if yes, please provide a copy)

4. DATA QUALITY

In connection with the contract:

4.1 Describe any procedures³ currently in place to ensure that all personal data is accurate and up-to-date.

4.2 For how long is personal data usually kept by you?

4.3 Does your organisation have a policy regarding the periodic destruction or deletion of obsolete data?

Yes

No

² See <https://www.gov.uk/government/publications/cyber-essentials-scheme-overview>

³ This may include writing to individuals to request confirmation as to the accuracy of the data held about them.

(If yes, please provide details):

5. DEALING WITH INDIVIDUALS RIGHTS

5.1 Describe any procedures⁴ currently in place to deal with requests by individuals to be supplied with information about the data held by them

6. SECURITY MEASURES

This section is intended to establish which security measures are in place in your organisation to ensure the confidentiality of personal data.

Please indicate whether you have the following:

6.1 A clear desk policy? Yes No

⁴ This may include the use of checklists or standard letters dealing with access requests

6.2 A clear screen policy? Yes
No

6.3 Controls on access to information (inside and outside your organisation)? Yes
No

6.4 A secure disposal policy for equipment, media and data (e.g. encryption)? Yes
No
(If yes, please provide a copy)

6.5 A back-up and disaster recovery policy? Yes
No

6.6 Internal training programme on security systems and procedures? Yes
No

6.7 Any equipment off-site or store any personal data off-site? Yes
No

7. DISCIPLINARY RECORD

7.1 Have you been the subject of a complaint(s) to the Information Commissioner? Yes
No

(if yes, please provide details)

7.2 Have you ever had a security breach resulting in loss or unauthorised disclosure of personal data? Yes No

(If yes, please provide details)

8. INTERNATIONAL DIMENSION

8.1. Do you share personal data with organisations outside the UK? Yes No

If the answer to 8.1 is yes, please answer the following questions:

8.1.1 (a) Indicate which of those organisations are part of your Group of companies:

8.1.1 (b) Is there any internal policy governing the use of personal data with organisations listed above?

Yes No N/A

8.1.2 (a) Indicate which of those organisations are NOT part of your Group of companies:

8.1.2 (b) Is there a written contract governing the relationship between such organisations and CLIENT?

Yes No N/A

(If yes, please provide details)

8.2. Does any third party process personal data on your behalf outside of the UK? Yes No

(If yes, please provide details)

9. SUPPLY CHAIN RISKS

9.1 Have you undertaken a risks assessment against your supplier's role in the supply chain and the risks posed to delivery of the services? In particular have identified any cyber security dependencies and vulnerabilities? Yes No

(If yes, please provide details and how you mitigate those risks)

9.2 How often do you review your business relationships and risk management with these suppliers?

Appendix 3

THE UNITED KINGDOM SPORTS COUNCIL

HR TEAM

PROVISION OF MANAGEMENT DEVELOPMENT PROGRAMME

CHECKLIST

04/08/2020

Action Tenderer	Tick
Confirmed expression of interest	
Submitted any clarification questions	

14/08/2020

Action UK Sport	Tick
Responses to clarification questions received from UKS	

21/08/2020

Action Tenderer	Tick
Submitted Tender	
Completed and Signed Forms at Appendix 2	
Statement of Good Standing	

14/09/2020

Action UK Sport	Tick
Notification to successful/unsuccessful tenderers	

21/09/2020

Action Tenderers to Present	Tick
Attend Presentation Meetings	

28/09/2020

Action UK Sport	Tick
Notification to successful/unsuccessful presenters	
Standstill period	

Appendix 4

THE UNITED KINGDOM SPORTS COUNCIL

HR TEAM

PROVISION OF MANAGEMENT DEVELOPMENT PROGRAMME

DRAFT CONTRACT

[**Supplier name**
Supplier address]

Attn: [**insert Supplier contact name**]

By email to: [**insert Supplier contact email address**]

Date: [**Insert date**]

Your ref: [**Insert Supplier's reference, if any**]

Our ref: [**Insert UKS reference, if any**]

Dear [**insert name**],

Award of contract for the supply of [insert description of Services]

Following your proposal for the supply of [**insert short description of services**] to The United Kingdom Sports Council ("UKS"), we are pleased to award this contract to you.

This letter (the "**Award Letter**") and its Annexes set out the terms of the Agreement between UKS as the "**Customer**" and [**insert Supplier's name**] as the "**Supplier**" for the provision of the Services. Unless the context otherwise requires, capitalised expressions used in this Award Letter have the same meanings as in the terms and conditions set out in Annex 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 of your terms and conditions to this Award Letter or your invoices as they will not be accepted by the Customer and may delay the conclusion of the Agreement.

For the purposes of the Agreement, the Customer and the Supplier agree as follows:

- 1) The Services shall be performed at [**insert description of premises (including whether they are the Customer's premises, the Supplier's premises and/or a third party's premises and in each case the address)**].
- 2) The Charges for the Services shall be as set out in Annex 2 and are paid in accordance with clause 5 of the Conditions.
- 3) The specification of the Services to be supplied is as set out in Annex 3.

- 4) The nature of any Processing of Personal Data is as set out in Annex 4.
- 5) The Term shall commence on [**insert the start date of the contract**] and the Expiry Date shall be [**insert the date on which the contract will end unless extended or subject to early termination**].

6) The address for notices of the Parties are:

<p>Customer</p> <p>Ground Floor 21 Bloomsbury Street London WC1B 3HF</p> <p>Attention: The Legal Team</p> <p>Email: info@uksport.gov.uk</p>	<p>Supplier</p> <p>[insert name and address of Supplier]</p> <p>Attention: [insert title]</p> <p>Email: [insert email address]</p>
---	--

7) [The following persons are Key Personnel of the Supplier for the purposes of the Agreement:]

Name	Title
-------------	--------------

Payment

All invoices must be sent, quoting a valid Purchase Order Number, to your Contract Manager. Once we have receipt of your countersigned copy of this Award Letter, we will send you a unique Purchase Order Number. You must be in receipt of a valid Purchase Order Number before submitting an invoice which will be paid in accordance with clause 5 of the Conditions.

To avoid delay in payment it is important that the invoice is compliant and that it includes a valid Purchase Order Number and the details (name and telephone number) of your UKS 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 Finance Team either by email to finance@uksport.gov.uk or by telephone on 02072115100 between 09:00-17:00 Monday to Friday.

Important Notice regarding income tax and national insurance contributions for 'off-payroll workers':

The Customer as a public sector body has an obligation to the taxpayer to ensure that people working for the Customer are paying the right tax. If the Supplier is deemed an off-payroll employer or worker of the Customer then pursuant to clause 5 and the law the Customer shall deduct tax and national insurance contributions from the Supplier's Charges and pay them directly to HMRC for the purposes of collection and management of tax and revenue.

Liaison

For general liaison your contact will continue to be [**insert Contract Manager name and contact details**] (the "Contract Manager") or, in their absence, [**insert secondary name and contact details**].

If you spot any form of inappropriate conduct or suspect that any Corruption has occurred or is occurring or is likely to occur amongst our staff, board members or representatives

you can notify us using our complaints or whistleblowing policy located at <http://www.uk sport.gov.uk/resources/complaints-appeals-and-whistleblowing>

We thank you for your co-operation to date, and look forward to forging a successful working relationship resulting in a smooth and successful delivery of the Services. Please confirm your acceptance of the award of this contract by signing and returning the enclosed copy of this Award Letter to [**insert name**] at the above address **within 10 Working Days** from the date of this Award Letter. No other form of acknowledgement will be accepted. Please remember to quote the reference number above in any future communications relating to this Award Letter or the Agreement.

Yours sincerely,

Signed for and on behalf of **The United Kingdom Sports Council**

Name: [**insert name**]
[**insert job title**]

Signature:

Date:

Supplier Acceptance Form

We accept the terms set out in this Award Letter and its Annexes, including the Conditions (together the "**Agreement**"). We confirm the undersigned is a duly authorised member of Staff of the Supplier to sign the Agreement.

Signed for and on behalf of [**insert name of Supplier**]

Name: [**insert name**]
[**insert job title**]

Signature:

Date:

Annex 1
Terms and Conditions

Interpretation

1.1 In these Conditions:

- “Agreement” means the contract between (i) the Customer; and (ii) the Supplier constituted by the Supplier’s countersignature of the Award Letter, for the supply of Services in accordance with these Conditions;
- “Applicable Law” means any and all applicable statutes, by-laws, directives, regulations (including any rules issued or published by any UK regulator), statutory instruments or any delegated or subordinated legislation;
- “Award Letter” means the letter from the Customer to the Supplier printed above these Conditions;
- “Authorised Representatives” means the directors, authorised officers, employees, agents, auditors and advisers of the Customer;
- “Breach of Security” means a breach of security leading to accidental or unlawful destruction, loss, alternation, unauthorised disclosure of, or access to Personal Data;
- “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 Services as specified in Annex 2;
- “Conditions” means these terms and conditions, as set out at Annex 1 to the Award Letter (and any replacement or variation in accordance with clause 20.3);
- “Confidential Information” means all information including trade secrets, operations, processes, product information, software, know-how, designs, the business, affairs, plans or intentions whether written or oral (however recorded), provided by the disclosing Party to the receiving Party and which (i) is known by the receiving Party to be confidential; (ii) is marked as or stated to be confidential; or (iii) ought reasonably to be considered by the receiving Party to be confidential;
- “Contact Data” means together the Customer Contact Data and the Supplier Contact Data;

“Corruption”	means bribery, extortion, fraud, deception, collusion, cartels, abuse of power, embezzlement, trading in influence, money-laundering, or any similar activity in relation to the services and as defined under the Bribery Act 2010 and any amendment or re-enactment, any other acts, orders, regulations and codes of practice relating to the activities set out above;
“Customer”	means the person named as the Customer in the Award Letter;
“Customer Contact Data”	means the Personal Data of the Customer's staff, including directors, officers and employees, as well as the agents and workers together with the directors, officers and employees of the Customer's sub-contractors or suppliers and further down any contractual chain Processed by the Supplier, under, or in connection with, the Agreement (as may be more particularly described in the Data Protection Particulars);
“Customer Data”	means the Personal Data Processed by the Supplier, under, or in connection with, the Agreement (by way of example only, including athletes associated with the Customer) (as may be more particularly described in the Data Protection Particulars);
“Customer Materials”	has the meaning given to it in clause 3.2.9;
“Data Controller”	has the meaning set out in the Data Protection Legislation;
“Data Processor”	has the meaning set out in the Data Protection Legislation;
“Data Protection Impact Assessment”	means an assessment of the impact of the envisaged Processing operations on the protection of Personal Data, as required by Article 35 of the GDPR;
“Data Protection Legislation”	means (a) any law, statute, declaration, decree, directive, legislative enactment, order, ordinance, regulation, rule or other binding restriction (as amended, consolidated or re-enacted from time to time) which relates to the protection of individuals with regards to the Processing of Personal Data to which a party is subject, including the Data Protection Act 1998 (up to and including 24 May 2018), the Data Protection Act 2018 and the GDPR (on and from 25 May 2018); and (b) any code of practice or guidance published by the ICO or other applicable Regulator or the European Data Protection Board from time to time;
“Data Protection Particulars”	in relation to any Processing under the Agreement: (a) the subject matter and duration of the Processing; (b) the nature and purpose of the Processing; (c) the type of Personal Data being Processed; and (d) the categories of Data Subjects;
“Data Subject”	has the meaning given to it in the Data Protection Legislation;
“Data Subject Request”	means an actual or purported subject access request or notice or complaint from (or on behalf of) a Data Subject exercising his/her rights under the Data Protection Legislation;
“Expiry Date”	means the date for expiry of the Agreement as set out in the Award Letter;
“FOIA”	means the Freedom of Information Act 2000;
“GDPR”	means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the Processing of Personal Data and repealing

Directive 95/46/EC (General Data Protection Regulation) OJ L 119/1, 4.5.2016;

"ICO"	means the UK Information Commissioner's Office, or any successor or replacement body from time to time;
"Indemnity Claim"	has the meaning given to it in clause 14.5.1;
"Information"	has the meaning given under section 84 of the FOIA;
"Intellectual Property Rights"	means any and all patents, trademarks, service marks, design rights, copyright, software rights, database rights, know-how, trade or business names and all or any other intellectual or industrial property rights whether or not registered or capable of registration and whether subsisting in the United Kingdom or any other part of the world or now or in the future with all or any goodwill, other similar rights or obligations relating or attached to such rights;
"Key Personnel"	means any persons specified as such in the Award Letter or otherwise notified as such by the Customer to the Supplier in writing;
"Mediator"	Has the meaning given to it in clause 19.2;
"Nature of Data Processing"	means the nature of any Processing of Personal Data carried out under the Agreement as specified in Annex 4;
"Party"	means the Supplier or the Customer (as appropriate) and "Parties" shall mean both of them;
"Personal Data"	has the meaning set out in the Data Protection Legislation and for the purposes of these Conditions, includes Sensitive Personal Data;
"Personal Data Breach"	has the meaning set out in the GDPR and, for the avoidance of doubt, includes a breach of clause 13;
"Processing"	has the meaning set out in the Data Protection Legislation (and "Process" and "Processed" shall be construed accordingly);
"Purchase Order Number"	means the Customer's unique number relating to the supply of the Services;
"Regulator"	means any local, national or multinational agency, department, official, parliament, public or statutory person or any government or professional body, regulatory or supervisory authority, board or other body responsible for administering Data Protection Legislation, including (where applicable) in the UK, the ICO;
"Regulator Correspondence"	means any correspondence from the Regulator in relation to the Processing of the Customer Data;
"Relevant Conviction"	has the meaning given to it in clause 7.3;
"Request for Information"	has the meaning set out in the FOIA as relevant (where the meaning set out for the term "request" shall apply);
"Restricted Country"	means a country, territory or jurisdiction which is not covered by an adequacy determination by a competent authority with jurisdiction over the Party who wishes to export the data outside of the European Economic Area ("EEA") and/or the UK (in the case of the latter on and from the date on which the UK formally exits the European Union, in such circumstances whereby the UK is not a

	member of the EEA);
"Services"	means the services to be supplied by the Supplier to the Customer under the Agreement;
"Sensitive Personal Data"	has the meaning set out in the Data Protection Laws and from 25 May 2018, shall mean the special categories of Personal Data, as described in Article 9 of the GDPR;
"Specification"	means the specification for the Services (including as to quantity, description and quality) as specified in Annex 3;
"Supplier Contact Data"	means the Personal Data of the Supplier's Staff Processed by the Customer, under, or in connection with, the Agreement (as may be more particularly described in the Data Protection Particulars); and
"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 Agreement;
"Staff Vetting Procedures"	means vetting procedures that accord with good industry practice (including a Disclosure and Barring Service check) or, where requested by the Customer, the Customer's procedures for the vetting of Staff as provided to the Supplier from time to time;
"Supplier"	means the person named as the Supplier in the Award Letter;
"Term"	means the period from the start date of the Agreement set out in the Award Letter to the Expiry Date as such period may be extended in accordance with clause 4.2 or terminated in accordance with the terms and conditions of the Agreement;
"Third Party"	means a request from any third party for disclosure of Customer Data where compliance with such request is required or purported to be required by Applicable Law;
"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 or Sunday) on which banks are open for business in the City of London.

1.2 In these Conditions, unless the context otherwise requires:

- 1.2.1 references to numbered clauses are references to the relevant clause in these Conditions;
- 1.2.2 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;
- 1.2.3 use of the singular includes the plural (and vice versa) and use of any gender includes the other genders;
- 1.2.4 a reference to a Party shall include that Party's personal representatives, successors or permitted assignees;
- 1.2.5 a reference to persons includes natural persons, firms, partnerships, bodies corporate and corporations, and associations, organisations, governments, states, foundations, trusts, and other unincorporated bodies (in each case whether or not having a separate legal personality and irrespective of their jurisdiction of origin, incorporation or residence);
- 1.2.6 the headings to the clauses of these Conditions are for information only and do not affect the interpretation of the Agreement;

- 1.2.7 a reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation or byelaw made under that statute or statutory provision, as amended or re-enacted; and
- 1.2.8 Any phrase introduced by the terms **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

2 Basis of Agreement

- 2.1 The Award Letter constitutes an offer by the Customer to purchase the Services subject to and in accordance with these Conditions.
- 2.2 The offer comprised in the Award Letter shall be deemed to be accepted by the Supplier on receipt by the Customer of a copy of the Award Letter countersigned by the Supplier within 10 Working Days of the date of the Award Letter.

3 Supply of Services

- 3.1 In consideration of the Customer's agreement to pay the Charges, the Supplier shall supply the Services to the Customer for the Term subject to and in accordance with these Conditions.
- 3.2 In supplying the Services, the Supplier shall:
- 3.2.1 co-operate with the Customer in all matters relating to the Services and comply with all the Customer's instructions;
 - 3.2.2 perform the Services with all reasonable care, skill and diligence in accordance with good industry practice expected of a competent provider of the Services in the Supplier's industry, profession or trade;
 - 3.2.3 perform the Services by the date or dates stated in Annex 3;
 - 3.2.4 use Staff who are suitably qualified, trained, 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 Agreement;
 - 3.2.5 ensure that the Services shall conform with all descriptions and specifications set out in the Specification;
 - 3.2.6 comply with all applicable laws statutes, regulations and codes from time to time in force, and any Customer policies provided by the Customer to the Supplier from time to time;
 - 3.2.7 provide all equipment, materials, tools and vehicles and other items as are required to provide the Services;
 - 3.2.8 obtain and at all times maintain all necessary licences and consents;
 - 3.2.9 hold all materials, equipment and tools, drawings, specifications and data supplied by the Customer to the Supplier (the "**Customer Materials**") in safe custody at its own risk, maintain the Customer Materials in good condition until returned to the Customer, and not dispose or use the Customer Materials other than in accordance with the Customer's written instructions or authorisation;
 - 3.2.10 not do or omit to do anything which may cause the Customer to lose any licence, authority, consent or permission on which it relies for the purposes of conducting its business, and the Supplier acknowledges that the Customer may rely or act on the Services; and
 - 3.2.11 comply with any additional obligations as set out in the Specification.
- 3.3 The Customer may by written notice to the Supplier at any time request a variation

to the scope of the Services. In the event that the Supplier agrees to any variation to the scope of the Services, the Charges shall be subject to fair and reasonable adjustment to be agreed in writing between the Customer and the Supplier.

- 3.4 If the Award Letter states that Services may be required from time to time then the Customer does not guarantee to order any particular volume of Services and reserves the right to place orders for Services with other suppliers.

4 Term

- 4.1 The Agreement shall take effect on the date specified in Award Letter and shall expire on the Expiry Date, unless it is otherwise extended in accordance with clause 4.2 or terminated in accordance with these Conditions.
- 4.2 The Customer may extend the Agreement for a period of up to 6 months by giving not less than 10 Working Days' notice in writing to the Supplier prior to the Expiry Date. Nothing in the foregoing guarantees a right of extension to the Supplier. If the Agreement is extended the terms and conditions (including these Conditions) of the Agreement shall apply throughout any such extended period.

5 Charges, Payment and Recovery of Sums Due

- 5.1 The Charges for the 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 Services. Unless otherwise agreed in writing by the Customer, the Charges shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the performance of the Services.
- 5.2 The Supplier shall invoice the Customer as specified in the Agreement. Each invoice shall include such supporting information required by the Customer to verify the accuracy of the invoice, including the relevant Purchase Order Number and a breakdown of the Services supplied in the invoice period.
- 5.3 In consideration of the supply of the Services by the Supplier, the Customer shall pay the Supplier the invoiced amounts no later than 30 days after receipt of a valid invoice which includes a valid Purchase Order Number. The Customer may, without prejudice to any other rights and remedies under the Agreement, withhold or reduce payments in the event of unsatisfactory performance. The currency in which payment shall be made is pounds sterling.
- 5.4 All amounts stated are exclusive of VAT which shall be charged at the prevailing rate. The Customer shall, following the receipt of a valid VAT invoice, pay to the Supplier a sum equal to the VAT chargeable in respect of the Services.
- 5.5 If there is a dispute between the Parties as to the amount invoiced, the Customer shall pay the undisputed amount. The Supplier shall not suspend the supply of the Services unless the Supplier is entitled to terminate the Agreement for a failure to pay undisputed sums in accordance with clause 16.4. Any disputed amounts shall be resolved through the dispute resolution procedure detailed in clause 19.
- 5.6 If a payment of an undisputed amount is not made by the Customer by the due date, then the Customer shall pay the Supplier interest at the interest rate of 2% above the base rate of the Bank of England.
- 5.7 If any sum of money is recoverable from or payable by the Supplier under the Agreement (including any sum which the Supplier is liable to pay to the Customer in respect of any breach of the Agreement), that sum may be deducted unilaterally by the Customer from any sum then due, or which may come due, to the Supplier under the Agreement or under any other agreement or contract with the Customer. The Supplier shall not be entitled to assert any credit, set-off or counterclaim against the Customer in order to justify withholding payment of any such amount in whole or in

part.

5.8 Where the Supplier is deemed by HMRC as self-employed or an employee or worker operating through a limited company for tax purposes then:

5.8.1 where the Supplier is liable to be taxed in the UK in respect of the Charges paid to the Supplier under the Agreement, the Supplier shall at all times comply with the Income Tax (Earnings and Pensions) Act 2003 ("ITEPA") and all other statutes and regulations relating to income tax in respect of those Charges; and

5.8.2 where the Supplier is liable to pay National Insurance Contributions ("NIC") in respect of Charges paid under the Agreement, the Supplier shall at all times comply with the Social Security Contributions and Benefits Act 1992 ("SSCBA") and all other statutes and regulations relating to NIC in respect of those Charges.

5.9 The Customer may:

5.9.1 at any time during the Term, request the Supplier to provide information which demonstrates how the Supplier complies with clauses 5.8 above or why that clause does not apply to the Supplier; or

5.9.2 if the Finance Act 2017 applies in relation to the Supplier's status as an employee or worker, as decided after the Customer has made an assessment (including but not limited to the use of the tool provided by HMRC on: <https://www.tax.service.gov.uk/check-employment-status-for-tax/setup>) then the Customer shall deduct the Suppliers' tax and NIC from the Suppliers' Charges and make payment directly to HMRC for the purposes of collection and management of taxes and revenue to HMRC.

5.10 The Customer may supply any information which it receives under clause 5.9 to HMRC for the purpose of the collection and management of taxes and revenue for which HMRC are responsible.

5.11 The Customer may at any time, without notice to the Supplier, set off any liability of Supplier to Customer against any Payment Instalments, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under this agreement. Any exercise by Customer of its rights under this clause shall not limit or affect any other rights or remedies available to it under this agreement or otherwise.

6 Premises and equipment

6.1 If necessary, the Customer shall provide the Supplier with reasonable access at reasonable times to its premises for the purpose of supplying the Services. All equipment, tools and vehicles brought onto the Customer's premises by the Supplier or the Staff shall be at the Supplier's risk.

6.2 If the Supplier supplies all or any of the Services at or from the Customer's premises, on completion of the Services or termination or expiry of the Agreement (whichever is the earlier) the Supplier shall vacate the Customer's premises, remove the Supplier's plant, equipment and unused materials and all rubbish arising out of the provision of the Services and leave the Customer's premises in a clean, safe and tidy condition. The Supplier shall be solely responsible for making good any damage to

the Customer's premises or any objects contained on the Customer's premises which is caused by the Supplier or any Staff, other than fair wear and tear.

- 6.3 If the Supplier supplies all or any of the Services at or from its premises or the premises of a third party, the Customer may, during normal business hours and on reasonable notice, inspect and examine the manner in which the relevant Services are supplied at or from the relevant premises.
- 6.4 The Customer shall be responsible for maintaining the security of its premises in accordance with its standard security requirements. While on the Customer's premises the Supplier shall, and shall procure that all Staff shall, comply with all the Customer's security requirements.
- 6.5 Where all or any of the Services are supplied from the Supplier's premises, the Supplier shall, at its own cost, comply with all security requirements specified by the Customer in writing.
- 6.6 Without prejudice to clause 3.2.7, any equipment provided by the Customer for the purposes of the Agreement shall remain the property of the Customer and shall be used by the Supplier and the Staff only for the purpose of carrying out its obligations under the Agreement. Such equipment shall be returned promptly to the Customer on expiry or termination of the Agreement.
- 6.7 The Supplier shall reimburse the Customer for any loss or damage to the equipment (other than deterioration resulting from normal and proper use) caused by the Supplier or any Staff. Equipment supplied by the Customer shall be deemed to be in a good condition when received by the Supplier or relevant Staff unless the Customer is notified otherwise in writing within 5 Working Days from and including the date of receipt.

7 Staff and Key Personnel

- 7.1 If the Customer reasonably believes that any of the Staff are unsuitable to undertake work in respect of the Agreement, it may, by giving written notice to the Supplier:
 - 7.1.1 refuse admission to the relevant person(s) to the Customer's premises;
 - 7.1.2 direct the Supplier to end the involvement in the provision of the Services of the relevant person(s); and/or
 - 7.1.3 require that the Supplier replace any person removed under this clause with another suitably qualified person and procure that any security pass issued by the Customer to the person removed is surrendered,and the Supplier shall comply with any such notice.
- 7.2 The Supplier shall:
 - 7.2.1 if requested, ensure that all Staff are vetted in accordance with the Staff Vetting Procedures;
 - 7.2.2 if requested, provide the Customer with a list of the names and addresses (and any other relevant information) of all persons who may require admission to the Customer's premises in connection with the Agreement; and
 - 7.2.3 procure that all Staff comply with any rules, regulations and requirements reasonably specified by the Customer.
- 7.3 Where the Customer requires the Supplier to ensure that any Staff employed in the provision of the Services is vetted under clause 7.2.1, the Supplier shall ensure that no person who discloses that he/she has a conviction that is relevant to the nature of the Services, relevant to the work of the Customer, or is of a type otherwise advised by the Customer (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, a Disclosure and Barring Service check or otherwise) is employed or engaged in the provision of any part of the Services.

- 7.4 Any Key Personnel shall not be released from supplying the Services without the agreement of the Customer, except by reason of long-term sickness, maternity leave, paternity leave, termination of employment or other extenuating circumstances beyond the Supplier's reasonable control.
- 7.5 Any replacements to the Key Personnel shall be subject to the prior written agreement of the Customer (not to be unreasonably withheld). Such replacements shall be of at least equal status or of equivalent qualification, training, experience and skills to the Key Personnel being replaced and be suitable for the responsibilities of that person in relation to the Services.
- 7.6 Where clause 7 of the Award Letter is not applicable or where a member of their Staff is stipulated but not others then nothing in this clause 7 shall prejudice the Supplier's general right of substitution of the other Staff in delivery of the Services.

8 Assignment and sub-contracting

- 8.1 The Supplier shall not without the written consent of the Customer assign, sub-contract, novate or in any way dispose of the benefit and/or the burden of the Agreement or any part of the Agreement. The Customer 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.
- 8.2 Where the Supplier enters into a sub-contract for the purpose of performing its obligations under the Agreement, it shall ensure that a provision is included in such sub-contract which requires payment to be made of all sums due by the Supplier to the sub-contractor within a specified period not exceeding 30 days from the receipt of a valid invoice.
- 8.3 Where the Customer has consented to the placing of sub-contracts, the Supplier shall, at the request of the Customer, send copies of each sub-contract, to the Customer as soon as is reasonably practicable.
- 8.4 The Customer may assign, novate, or otherwise dispose of its rights and obligations under the Agreement 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 Agreement.

9 Intellectual Property Rights

- 9.1 All Intellectual Property Rights in any materials provided by the Customer to the Supplier for the purposes of the Agreement shall remain the property of the Customer.
- 9.2 The Customer 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 Agreement for the sole purpose of enabling the Supplier to perform its obligations under the Agreement.
- 9.3 All Intellectual Property Rights in any materials created or developed by the Supplier pursuant to the Agreement or arising as a result of the provision of the Services shall vest in the Customer. If, and to the extent, that any Intellectual Property Rights in such materials vest in the Supplier by operation of law, the Supplier hereby assigns to the Customer 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).
- 9.4 The Supplier shall, promptly at the Customer's request, do (or procure to be done)

all such further acts and things and the execution of all such other documents as the Customer may from time to time require for the purpose of securing for the Customer the full benefit of the Agreement, including all right, title and interest in and to the Intellectual Property Rights assigned to the Customer in accordance with clause 9.3.

9.5 The Supplier shall obtain waivers of all moral rights in any product or material arising as a result of the provision of the Services to which any individual is now or may be at any future time entitled under Chapter IV of Part I of the Copyright Designs and Patents Act 1988 or any similar provisions of law in any jurisdiction.

9.6 The Supplier hereby grants the Customer a perpetual, royalty-free, irrevocable and non-exclusive licence (with a right to sub-license) to use:

- (a) any Intellectual Property Rights vested in or licensed to the Supplier on the date of the Agreement; and
- (b) any Intellectual Property Rights created during the Term but which are neither created or developed pursuant to the Agreement nor arise as a result of the provision of the Services,

including any modifications to or derivative versions of any such Intellectual Property Rights, which the Customer reasonably requires in order to exercise its rights and take the benefit of the Agreement including the Services provided.

9.7 The Supplier shall indemnify, and keep indemnified, the Customer in full against all costs, expenses, damages and losses (whether direct or indirect), including any interest, penalties, and reasonable legal and other professional fees awarded against or incurred by or paid by the Customer as a result of or in connection with any claim made against the Customer 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 Services, to the extent that the claim is attributable to the acts or omission of the Supplier or any Staff.

10 Governance and Records

10.1 The Supplier shall:

10.1.1 attend progress meetings with the Customer at the frequency and times specified by the Customer and shall ensure that its representatives are suitably qualified to attend such meetings; and

10.1.2 submit progress reports to the Customer at the times and in the format specified by the Customer.

10.2 The Supplier shall keep and maintain until 6 years after the end of the Agreement, or as long a period as may be agreed between the Parties, full and accurate records of the Agreement including the Services supplied under it and all payments made by the Customer. The Supplier shall on request afford the Customer or the Customer's Authorised Representatives such access to those records as may be reasonably requested by the Customer in connection with the Agreement.

11 Confidentiality, Transparency and Publicity

11.1 Subject to clause 11.2, each Party shall:

11.1.1 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

11.1.2 not use or exploit the disclosing Party's Confidential Information in any way except for the purposes anticipated under the Agreement.

11.2 Notwithstanding clause 11.1, a Party may disclose Confidential Information which it

receives from the other Party:

11.2.1 where disclosure is required by applicable law or by a court of competent jurisdiction;

11.2.2 to the Serious Fraud Office where the Party has reasonable grounds to believe that the other Party is involved in activity that may constitute Corruption;

11.2.3 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 Agreement provided that the Supplier shall procure that any Staff to whom it discloses Confidential Information pursuant to this clause 11.2.3 shall observe the Supplier's confidentiality obligations under the Agreement; and

11.2.4 where the receiving Party is the Customer:

(a) on a confidential basis to the Authorised Representatives of the Customer;

(b) on a confidential basis to any other Central Government Body, any successor body to a Central Government Body or any company to which the Customer transfers or proposes to transfer all or any part of its business;

(c) to the extent that the Customer (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions; or

(d) in accordance with clause 12,

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 the Customer under this clause 11.

11.3 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 Agreement is not Confidential Information and the Supplier hereby gives its consent for the Customer to publish the Agreement 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 Agreement agreed from time to time. The Customer 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 Agreement is exempt from disclosure in accordance with the provisions of the FOIA.

11.4 The Supplier shall not, and shall procure that its Staff do not, make any press announcement, conduct any marketing activities with regard to its relationship with the Customer, use the Customer's logo or marks or publicise the Agreement or any part of the Agreement in any way, except with the prior written consent of the Customer (which may be withheld at the Customer's sole discretion).

12 Freedom of Information

12.1 The Supplier acknowledges that the Customer is subject to the requirements of the FOIA and shall:

12.1.1 provide all necessary assistance and cooperation as reasonably requested by the Customer to enable the Customer to comply with its obligations under the FOIA;

12.1.2 transfer to the Customer all Requests for Information relating to the Agreement that it receives as soon as practicable and in any event within 2 Working Days of receipt;

- 12.1.3 provide the Customer with a copy of all Information belonging to the Customer requested in the Request for Information which is in its possession or control in the form that the Customer requires within 5 Working Days (or such other period as the Customer may reasonably specify) of the Customer's request for such Information; and
 - 12.1.4 not respond directly to a Request for Information unless authorised in writing to do so by the Customer.
- 12.2 The Supplier acknowledges that the Customer may be required under the FOIA to disclose Information concerning the Supplier or the Services (including commercially sensitive information) without consulting or obtaining consent from the Supplier. In these circumstances the Customer shall, in accordance with any relevant guidance issued under the FOIA, take reasonable steps, where appropriate, to give the Supplier advance notice, or failing that, to draw the disclosure to the Supplier's attention after any such disclosure.
- 12.3 Notwithstanding any other provision in the Agreement, the Customer shall be responsible for determining in its absolute discretion whether any Information relating to the Supplier or the Services is exempt from disclosure in accordance with the FOIA.

13 Protection of Personal Data and Security of Data

- 13.1 Each Party agrees that in performing its obligations under the Agreement, it shall comply with the obligations imposed upon it under the Data Protection Legislation.
- 13.2 Each Party shall (at its own cost) use its reasonable endeavours to assist the other Party to comply with any obligations under the Data Protection Legislation and shall not perform its obligations under the Agreement in such a way as to cause the other Party to breach any of its obligations under the Data Protection Legislation to the extent that such Party is aware, or ought reasonably to have been aware, that the same would be a breach of such obligations.
- 13.3 The Parties acknowledge that the factual arrangement between them dictates the classification of each Party in respect of the Data Protection Legislation. Notwithstanding the foregoing, the Parties anticipate that during the Term:
- 13.3.1 the Customer shall be the Data Controller of the (i) Customer Data; (ii) Customer Contact Data for its own internal business purposes and (ii) where it is Processed by it in accordance with clause 13.4 Supplier Contact Data;
 - 13.3.2 the Supplier shall be the Data Controller of the (i) Supplier Contact Data for its own internal business purposes and (ii) where it is Processed by it in accordance with clause 13.4 Customer Contact Data; and
 - 13.3.3 the Supplier shall be the Data Processor in relation to its Processing of the Customer Data which have been made available to the Supplier by the Customer (whether directly or indirectly) for the purpose of performing the Services.
- 13.4 Each Party shall Process the other party's Contact Data (in its capacity as a Data Controller) in order to administer the Agreement.
- 13.5 Each Party shall Process the other party's Contact Data for the purposes set out in clause 13.4 in accordance with that Party's relevant privacy policy. Each Party may be required to share the other Party's Contact Data referred to in clause 13.4 with its affiliates and other relevant parties, within or outside the country of origin, in order to carry out the activities specified in clause 13.4, but in doing so, each Party will ensure that the sharing and use of the Contact Data complies with the applicable Data Protection Legislation.
- 13.6 Notwithstanding clause 13.3 if the Parties are deemed to be joint controllers, the Parties shall be jointly responsible for the compliance obligations imposed on a Data

Controller by the Data Protection Legislation and the Parties shall do all necessary things to enable performance of such compliance obligations, save that each Party shall be responsible for compliance with its data security obligations where Customer Data has been transmitted by it, or while Customer Data is in its possession or control.

13.7 Each of the Parties acknowledges and agrees that Annex 4 is an accurate description of the Data Protection Particulars.

Data Sharing Obligations

13.8 Where acting as a Data Controller:

13.8.1 for the purposes of the Contact Data, each Party shall make available to the other a copy of their applicable privacy policy and the receiving Party shall ensure that this policy is provided to the applicable individuals whose Personal Data has been shared with the other Party for the purposes set out in the Agreement; and

13.8.2 for the purposes of the Customer Data, the Customer shall ensure that all fair processing notices have been given (and/or, as applicable, consents obtained), including in relation to any Sensitive Personal Data, and are sufficient in scope to allow the Customer to disclose the Customer Data to the Supplier in accordance with the Data Protection Legislation and for the purposes set out in the Agreement.

13.9 Each Party warrants, represents and undertakes that it is not subject to any prohibition or restriction which would prevent or restrict it from disclosing or transferring either Contact Data or Customer Data (as applicable) to the other Party in accordance with the terms of the Agreement.

Data Processor Obligations

13.10 To the extent that the Supplier is acting as a Data Processor in relation to the Processing that it is carrying out arising out of, or in connection with, the performance of its obligations under the Agreement it shall:

13.10.1 Process Customer Data for and on behalf of the Customer for the purposes of performing its obligations under the Agreement, and only in accordance with the terms of the Agreement and any instructions from the Customer. If the Supplier is required by Applicable Law to act other than in accordance with the instructions of the Customer, the Supplier shall (to the extent permitted by Applicable Law) immediately notify the Customer;

13.10.2 not otherwise modify, amend or alter the contents of the Customer Data, unless specifically authorised to do so in writing by the Customer;

13.10.3 notify the Customer immediately (and in any event within 24 hours) if it considers, in its opinion (acting reasonably), that any of the Customer's instructions under clause 13.10.1 infringes any of the Data Protection Legislation;

13.10.4 ensure that appropriate operational and technical measures are in place to safeguard against any unauthorised or unlawful Processing of the Customer Data and against accidental loss or destruction of, or damage to, Customer Data and where requested provide to the Customer evidence of its compliance with such requirement;

13.10.5 not disclose or transfer the Personal Data to any third party or Supplier Staff unless necessary for the provision of the Services and, for any disclosure or transfer of Personal Data to any third party, obtain the prior written consent of the Customer (save where such disclosure or transfer is specifically

authorised under the Agreement). Without limiting the foregoing where the Supplier wishes to appoint a sub-contractor for the purpose of performing the Services or in relation to any of its obligations under the Agreement in accordance with clause 8, the Supplier shall where such sub-contractor shall Process Personal Data ensure that it has entered into a written agreement with the sub-contractor on terms which are substantially the same as, but no less onerous than, the terms set out in this clause 13 and a provision restricting the ability of the sub-contractor to sub-contract all or any part of the services provided to the Supplier under such contract without first seeking the consent of the Customer;

- 13.10.6 take all reasonable steps to ensure the reliability and integrity of any of its Staff who shall have access to the Customer Data, and ensure that each member of its Staff shall have entered into appropriate contractually-binding confidentiality undertakings;
- 13.10.7 not disclose Customer Data to a third party (including a sub-contractor or any group company or affiliate) in any circumstances without the Customer's prior written consent;
- 13.10.8 not Process or otherwise transfer any Customer Data to a Restricted Country except with the prior written consent of the Customer and in granting consent to the transfer, the Customer may impose such terms on the Processing of the Customer Data, on the other Party and/or on any sub-contractor, including incorporating model clauses and/or a direct data processing agreement. Where the Supplier wishes to Process or transfer any Personal Data in or to any Restricted Country the Supplier shall make a written request to the Customer which shall set out the following details:
- (a) the Personal Data which will be transferred to and/or Processed in the Restricted Country;
 - (b) the Restricted Country or Restricted Countries which the Personal Data will be transferred to and/or Processed in;
 - (c) any sub-contractors or other third parties who will be Processing and/or receiving Personal Data in Restricted Countries; and
 - (d) how the Supplier will ensure an adequate level of protection and adequate safeguards in respect of the Personal Data that will be Processed in and/or transferred to Restricted Countries so as to ensure the Customer's compliance with Data Protection Legislation,

and the Customer shall in its sole discretion notify the Supplier as to whether it accepts or rejects the written request submitted in accordance with this clause 13.10.8;

- 13.10.9 notify the Customer promptly (and with any event within 48 hours) following its receipt of any Data Subject Request or Regulator Correspondence or Third Party Request, and shall:

- (a) not disclose any Customer Data in response to any Data Subject Request or Regulator Correspondence or Third Party Request without the Customer's prior written consent; and
- (b) provide the Customer promptly with all reasonable co-operation and assistance required by the Customer in relation to any such Data Subject Request or Regulator Correspondence or Third Party Request;

13.10.10 use all reasonable endeavours in accordance with good industry practice to assist the Customer to comply with the obligations imposed on the Customer by the Data Protection Laws, including:

- (a) obligations relating to ensuring the security and integrity of the Customer Data;
- (a) obligations relating to notifications and communication of Personal Data Breaches required by the Data Protection Legislation to the Regulator and/or any relevant Data Subjects; and
- (b) undertaking any Data Protection Impact Assessments that are required by the Data Protection Legislation (and, where required by the Data Protection Legislation, consulting with the Regulator in respect of any such Data Protection Impact Assessments);

13.10.11 notify the Customer promptly (and in any event within 24 hours) upon becoming aware of any Personal Data Breach, and:

- (a) implement any measures necessary to restore the security of compromised Customer Data; and
- (b) assist the Customer to make any notifications to the Regulator and affected Data Subjects; and

13.10.12 except to the extent required by Applicable Law, on termination or expiry of the Agreement (as applicable) or otherwise where requested by the Customer, cease Processing all Customer Data and return and/or permanently and securely destroy (as directed in writing by the Customer) all Customer Data and all copies in its possession or control;

13.10.13 comply with the obligations imposed upon a Data Processor under the Data Protection Legislation; and

13.10.14 within 30 days of a request from the Customer, allow its data processing facilities, procedures and documentation (and, if required, those of its agents, contractors, sub-contractors and consultants) to be submitted for scrutiny, inspection or audit by the Customer (and/or its representatives, including its appointed auditors) in order to ascertain compliance with the terms of the Agreement and provide reasonable information, assistance and co-operation to the Customer, including access to relevant staff and/or, on the request of the Customer provide the Customer with written evidence of its compliance with the requirements of the Agreement.

13.11 Except as otherwise provided, the Agreement does not transfer ownership of, or

create any licences (implied or otherwise), in any Intellectual Property Rights in any Personal Data.

13.12 Notwithstanding any other term of the Agreement, the Supplier shall indemnify and keep indemnified and hold harmless the Customer from and against all Losses suffered or incurred by the Customer arising out of or in connection with claims and proceedings arising from any breach of the Supplier's obligations under this clause 13. The limitations of liability set out in the Agreement shall not apply in respect of this indemnity.

14 Liability and Insurance

14.1 The Supplier shall not be responsible for any injury, loss, damage, cost or expense suffered by the Customer if and to the extent that it is caused by the negligence or wilful misconduct of the Customer or by breach by the Customer of its obligations under the Agreement.

14.2 Subject always to clauses 14.3 and 14.4:

14.2.1 the aggregate liability of the Supplier in respect of all defaults, claims, losses or damages howsoever caused, whether arising from breach of the Agreement, the supply or failure to supply of the Services, misrepresentation (whether tortious or statutory), tort (including negligence), breach of statutory duty or otherwise shall in no event exceed a sum equal to 125% of the Charges paid or payable to the Supplier;

14.2.2 except in the case of claims for negligent damage or destruction of property caused by the Supplier, the Supplier's liability shall be limited to the amount of the Supplier's public liability insurance; and

14.2.3 except in the case of claims arising under clauses 9.7, 13.12 and 18.3, in no event shall the Supplier be liable to the Customer 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.

14.3 Nothing in the Agreement shall be construed to limit or exclude either Party's liability for:

14.3.1 death or personal injury caused by its negligence or that of its Staff;

14.3.2 fraud or fraudulent misrepresentation by it or that of its Staff;

14.3.3 wilful misconduct; or

14.3.4 any other matter which, by law, may not be excluded or limited.

14.4 The Supplier's liability under the indemnity in each of clause 9.7, 13.12 and 18.3 shall be unlimited.

14.5 If the Supplier is required to indemnify the Customer under clause 9.7, 13.12 and 18.3, the Customer shall:

14.5.1 notify the Supplier in writing of any claim against it in respect of which it wishes to rely on the indemnity at clause 9.7, 13.12 and/or 18.3 (as applicable) ("**Indemnity Claim**");

14.5.2 allow the Supplier, to conduct all negotiations and proceedings and to settle the Indemnity Claim, always provided that the Supplier shall obtain the

Customer's prior approval of any settlement terms, such approval not to be unreasonably withheld;

14.5.3 provide the Supplier with such reasonable assistance regarding the Indemnity Claim as is required by the Supplier, subject to reimbursement by the Supplier of the Customer's costs so incurred; and

14.5.4 not, without prior consultation with the Supplier, make any admission relating to the Indemnity Claim or attempt to settle it, provided that the Supplier considers and defends any Indemnity Claim diligently, using competent counsel and in such a way as not to bring the reputation of the Customer into disrepute.

14.6 The Supplier undertakes to procure and maintain professional indemnity insurance of at least £500,000 for any one claim and public liability insurance of at least £2 million and employers' liability insurance of at least £5 million in respect the Suppliers obligations under or in connection with the Agreement.

15 Force Majeure

Neither Party shall have any liability under or be deemed to be in breach of the Agreement for any delays or failures in performance of the Agreement 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 2 months, either Party may terminate the Agreement by written notice to the other Party.

16 Termination

16.1 The Customer may terminate the Agreement at any time by notice in writing to the Supplier to take effect on any date falling at least 1 month (or, if the Agreement is less than 3 months in duration, at least 10 Working Days) later than the date of service of the relevant notice.

16.2 Without prejudice to any other right or remedy it might have, the Customer may terminate the Agreement by written notice to the Supplier with immediate effect if the Supplier:

16.2.1 (without prejudice to clause 16.2.5), is in material breach of any obligation under the Agreement which is not capable of remedy;

16.2.2 repeatedly breaches any of the Conditions of the Agreement 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 Conditions of the Agreement;

16.2.3 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;

16.2.4 undergoes a change of control within the meaning of section 416 of the Income and Corporation Taxes Act 1988;

16.2.5 breaches any of the provisions of clauses 7.2, 11, 13, 17 and 18;

16.2.6 the Supplier or the Supplier's Staff commits an act, is involved in any activity or scandal that shocks or offends the community, which manifests contempt or disregard for public morals or decency or otherwise tends to bring itself into disrepute;

16.2.7 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 16.2.7) in consequence of debt in any jurisdiction;
- 16.2.8 has fraudulently misrepresented themselves on any information (whether in writing or orally) provided to the Customer or made a misleading or false declaration during the tender or quotation process.
- 16.3 The Supplier shall notify the Customer as soon as practicable of any change of control as referred to in clause 16.2.4 or any potential such change of control.
- 16.4 The Supplier may terminate the Agreement by written notice to the Customer if the Customer has not paid any undisputed amounts within 60 days of them falling due.
- 16.5 Termination or expiry of the Agreement 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 this clause and clauses 0, 2, 6.1, 6.2, 6.6, 6.7, 9, 10.2, 11, 12, 13, 16.6, 18.3, 19, 20.7, 21 and 22 or any other provision of the Agreement that either expressly or by implication has effect after termination.
- 16.6 Upon termination or expiry of the Agreement, the Supplier shall:
- 16.6.1 give all reasonable assistance to the Customer and any incoming supplier of the Services; and
- 16.6.2 return all requested documents, information and data (including Confidential Information or destroy such Confidential Information at the Customer's request) to the Customer as soon as reasonably practicable.
- 16.7 If the Supplier fails to comply with clause 16.6.2, then the Customer may enter the Supplier's premises and take possession of the requested documents, information and data. Until such documents, information and data have been returned or delivered, the Supplier shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Agreement.

17 Compliance

- 17.1 The Supplier shall promptly notify the Customer of any health and safety hazards which may arise in connection with the performance of its obligations under the Agreement. The Customer shall promptly notify the Supplier of any health and safety hazards which may exist or arise at the Customer's premises and which may affect the Supplier in the performance of its obligations under the Agreement.
- 17.2 The Supplier shall:
- 17.2.1 comply with all the Customer's health and safety measures while on the Customer's premises; and
- 17.2.2 notify the Customer immediately in the event of any incident occurring in the performance of its obligations under the Agreement on the Customer's premises where that incident causes any personal injury or damage to property which could give rise to personal injury.
- 17.3 The Supplier shall:
- 17.3.1 perform its obligations under the Agreement in accordance with the Equality Act 2010 and the Customer's equality and diversity policy as provided to the Supplier from time to time; and
- 17.3.2 take all reasonable steps to secure the observance of clause 17.3.1 by all Staff.
- 17.4 The Supplier shall supply the Services in accordance with the Customer's environmental policy as provided to the Supplier from time to time.

18 Prevention of Fraud and Corruption

- 18.1 The Supplier acknowledges the Customer's Authorised Representatives are public

officials and are required to observe the highest standards of probity and conduct in carrying out their duties (including the Services) for the Customer. The Supplier shall not commit or agree to commit an act of Corruption with or for any person (including Authorised Representatives) including an inducement or reward for doing, refraining from doing, or for having done or refrained from doing (including acting without impartiality, good faith or in breach of trust) any act in relation to the obtaining or execution of the Agreement or for showing or refraining from showing favour or disfavour to any person in relation to the Agreement. In addition the Supplier shall comply with the Customer's compliance statement located at <http://www.uk sport.gov.uk/resources/fraud-corruption-and-bribery>.

- 18.2 The Supplier shall take all reasonable steps, in accordance with good industry practice, to prevent Corruption by the Staff and the Supplier (including its shareholders and members) in connection with the Agreement and shall notify the Customer immediately if it has reason to suspect that any Corruption has occurred or is occurring or is likely to occur. If the Supplier has reason to suspect that any Corruption has occurred or is occurring or is likely to occur amongst the Customer's staff, board members or representatives it shall notify the Customer immediately.
- 18.3 If the Supplier or the Staff engages in conduct prohibited by clause 18.1 or commits Corruption in relation to the Agreement or any other contract with a Central Government Body (including the Customer) the Customer may:
- 18.3.1 terminate the Agreement and recover from the Supplier the amount of any loss suffered by the Customer resulting from the termination, including the cost reasonably incurred by the Customer of making other arrangements for the supply of the Services and any additional expenditure incurred by the Customer throughout the remainder of the Agreement; or
- 18.3.2 recover in full, on an indemnity basis, from the Supplier any other loss sustained by the Customer in consequence of any breach of this clause.

19 Dispute Resolution

- 19.1 The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the Agreement and such efforts shall involve the escalation of the dispute to an appropriately senior representative of each Party.
- 19.2 If the dispute cannot be resolved by the Parties within 1 month of being escalated as referred to in clause 19.1, the dispute may by agreement between the Parties be referred to a neutral adviser or mediator (the "**Mediator**") chosen by agreement between the Parties in accordance with the mediation procedure of Sport Resolutions (UK). All negotiations connected with the dispute shall be conducted in confidence and without prejudice to the rights of the Parties in any further proceedings.
- 19.3 If the Parties fail to appoint a Mediator within 1 month, or fail to enter into a written agreement resolving the dispute within 1 month of the Mediator being appointed, either Party may exercise any remedy it has under applicable law.

20 General

- 20.1 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 Agreement, and that the Agreement is executed by its duly authorised representative.
- 20.2 A person who is not a party to the Agreement shall have no right to enforce any of its provisions which, expressly or by implication, confer a benefit on him, without the prior written agreement of the Parties.
- 20.3 The Agreement cannot be varied except in writing signed by a duly authorised

representative of both the Parties.

- 20.4 The Agreement contains the whole agreement between the Parties and supersedes and replaces any prior written or oral agreements, representations or understandings between them and expressly excludes any terms of business or terms and conditions attached or referenced to any purchase order or invoice over which the Conditions of the Agreement shall always prevail. The Parties confirm that they have not entered into the Agreement on the basis of any representation that is not expressly incorporated into the Agreement and for the avoidance of doubt the Supplier's representations, statements, and declarations made during any tender or quotation process are incorporated into the Agreement. Nothing in this clause shall exclude liability for fraud or fraudulent misrepresentation.
- 20.5 Any waiver or relaxation either partly, or wholly of any of the terms and conditions of the Agreement (including these Conditions) 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 Agreement.
- 20.6 The Agreement 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 Agreement. Neither Party shall have, nor represent that it has, any authority to make any commitments on the other Party's behalf.
- 20.7 Except as otherwise expressly provided by the Agreement, all remedies available to either Party for breach of the Agreement (whether under the Agreement, 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.
- 20.8 If any provision of the Agreement 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 Agreement and rendered ineffective as far as possible without modifying the remaining provisions of the Agreement, and shall not in any way affect any other circumstances or the validity or enforcement of the Agreement.

21 Notices

- 21.1 Any notice to be given under the Agreement shall be in writing and may be served by personal delivery, first class recorded or, subject to clause 21.3, email 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 21.
- 21.2 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.
- 21.3 Notices under clauses 15 (Force Majeure) and 16 (Termination) 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 21.1.

22 Governing Law and Jurisdiction

The Agreement, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by, and construed in accordance with the laws of England and Wales. Subject to clause 19 each Party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or

claims) arising out of or in connection with the Agreement or its subject matter or formation.

Annex 2 Charges

[Write in the charges and payment schedule or alternatively insert the Supplier's Quotation if this sets this out already. The Agreement provides that unless otherwise agreed in writing by UK Sport, the Charges include all the Supplier's costs and expenses. If costs and expenses are to be charged separately then you need to state that all costs and expenses will only be paid in accordance with the rates set out in UK Sport's Travel and Expenses policy. Please note that we are commonly asked whether a Supplier needs to charge VAT on top of their fees. Please check this with the Supplier in the first instance as they are the best people to clarify.]

Annex 3 Specification

Introduction	<ul style="list-style-type: none"> • <i>[Please details the purpose & aims of service – focus on what the supplier is doing and what are you trying to achieve from the services]</i> • <i>[Please detail any key stakeholders and what their role might be e.g. a requirement to work with a specific NGB on a project]</i>
Duration & Milestones	<ul style="list-style-type: none"> • <i>The Supplier shall begin delivering the Services on [insert date] and will complete the Services and provide the Deliverables by [insert date];</i> • <i>The Supplier shall meet the following milestones during the Term: [Please set out any key milestones e.g a first draft to be provided at a certain date or a key meeting that needs to be attended]</i>
Specification	<p><i>In delivering the Services, the Supplier shall:</i></p> <ul style="list-style-type: none"> • <i>Perform the Services as set out in the Specification/Proposal attached to this Annex. OR</i> • <i>[Please set out an exact list of the tasks the Supplier will perform]</i> • <i>[Please set out the location for the Services to be performed]</i>
Deliverables	<p><i>The Supplier shall deliver the following to UKS:</i></p> <ul style="list-style-type: none"> • <i>[Please include a description of the Services to be supplied, this should include what we are expecting the Supplier to deliver to us at the end of the Services e.g. a report or presentation.]</i>
Reporting	<p><i>Throughout the Term, the Supplier shall report to UKS on a [insert weekly/monthly] basis, either in person or via phone to discuss the progress of the Services, the specification and any other topics as necessary.</i></p>
Completion	<p><i>On approval of the Deliverables by UKS, the Supplier shall:</i></p> <ul style="list-style-type: none"> • <i>[Please include if required - organise and attend a contract exit meeting to discuss lessons learned and potential improvements for UKS];</i> • <i>Return or destroy any Personal Data or Confidential Information processed by the Supplier.</i>

[Attachments: Please attach specification or proposal if approved. Delete if not applicable]

Annex 4 Data Processing

[Write in the type of Processing of Personal Data the Supplier will be carrying out on behalf of UK Sport under the Agreement. Please contact the legal team if you require any guidance].

Data Protection Particulars:

The subject matter of the Processing is []

The duration of the Processing is []

The nature and purpose of the Processing is []

The type of Personal Data being Processed is []

The categories of Data Subjects are []

OR

N/A [If after consulting with the legal team you are absolutely sure there is no chance of the Supplier Processing any Personal Data on UK Sport's behalf, you can leave this Annex 4 as N/A. Please do not delete the entire Annex, as it will impact the clause numbering throughout the main body of the Agreement]