Universities UK

Invitation to tender
Concordats and agreements review

30 March 2021

Prepared by: Daniel Wake, Policy Manager, Universities UK
Invitation to tender

This specification invites tenders for a research study ‘Concordats and agreements review’. The aim of the project is to provide evidence that will help stakeholders improve the ways that key initiatives affect research culture and environment.

This ITT is available to download at universitiesuk.ac.uk

Universities UK

Purpose

Universities UK leads collaboration among universities to ensure UK universities can maximise their positive impact.

Mission

Our mission is to create the conditions for UK universities to be the best in the world; maximising their positive impact locally, nationally and globally.

Strategic aims 2018-23: together with our members we aim to create a future in which:

- Anyone with the will and potential to succeed, regardless of their background, has the opportunity to transform their lives through accessing an outstanding learning experience at a UK university.
- UK universities are demonstrably world-leading in the production and application of knowledge and skills through research, teaching and innovation, evidencing significant economic, social, cultural and civic impact and contributing materially to national wellbeing.
- Through demonstrating positive impact on students’ lives, economic growth, public services and civil society, UK universities benefit from widespread public trust and political support.
- UK universities are global leaders in international education and research, educating a significant proportion of globally mobile students, demonstrating high impact international research collaboration, and achieving increases in outwardly mobile students and students registered on UK programmes overseas.
- UK universities are free to make autonomous decisions and adopt strategies according to their diverse missions and the needs of their students and communities, while taking collective responsibility for the quality of leadership and governance in higher education and benefiting from stable and sustainable funding that enables them to maximise their positive impact.
Background

1. Aims

There is momentum behind a range of initiatives to improve the culture and environment in which UK research takes place. The initiatives have grown organically, in response to particular challenges and opportunities, and addressing different stakeholders. Some are international statements of principles, others such as sector concordats are UK-specific, though often drawing from international statements. They have rather diverse and fragmented approaches to engagement and oversight, different levels of maturity, overlapping scope, and sometimes limited attention to monitoring their take-up, impact or burden. There is also no assessment of their collective effect on the research culture(s) and environment(s) in the UK, nor of any gaps.

There is now an opportunity to gather evidence on the effects of these initiatives, to inform any future actions that funders, research institutions or others might wish to take.

This work responds to clear signals, for example from the UK Government in its Research and Development Roadmap, that work is needed to make it easier and more rewarding for research teams and organisations to focus on doing high quality research, and developing highly skilled and motivated research staff.

The project is focused on initiatives that require research organisations to report on compliance, implementation, etc, and/or that require research organisations to develop an action plan. Relevant initiatives may include, but may not be limited to:

- Concordat for Research Integrity
- Concordat on Open Research Data
- Concordat to Support the Career Development of Researchers
- Technician Commitment
- Concordat on Openness on Animal Research
- Concordat for Engaging the Public with Research
- Concordat for the Advancement of Knowledge Exchange in Higher Education
- Guidance for Safeguarding in International Development Research
- San Francisco Declaration on Research Assessment (DORA)
- Leiden Manifesto on Research Metrics
- Athena Swan Charter
- Race Equality Charter.
2. **Aim**

The aim of the project is to provide evidence that will help stakeholders improve the ways these initiatives affect research culture and environment. The project will not evaluate the initiatives themselves.

3. **Research required**

Research is required to:

1. Agree with stakeholders which initiatives are in scope, and address issues that have most impact on the culture and environment in which research takes place, and therefore which initiatives to include in this work;

2. With stakeholders, review the values, commitments, guidance, principles and statements used in the initiatives, and the stakeholders to whom these are relevant. This includes:
   - Who commits to do what, when?
   - Who has to report what, to whom, when?

3. With stakeholders, assess the current take-up and trends in adopting the initiatives, both explicitly (eg in policies) and implicitly (eg in practice);

4. With stakeholders, assess the effects / impact of the initiatives, both individually and taken together, including the effects of relationships / dependencies between them or elsewhere;

5. Synthesise, analyse and present the evidence in ways that would support and inform a range of stakeholder discussions, that may lead to conclusions and/or recommendations to be developed outside the project.

It is likely that this will be a mixed-method project, including interviews / focus groups with stakeholders (including group discussions with the leads from the initiatives), documentary analysis, collation of evidence from reports and surveys.

Stakeholder engagement will be largely with and via established groups, for example those around the initiatives, and potentially at Government level. Relations with these groups will be overseen by the project board (see below). Where a group does not hold sufficient evidence that the contractor can use, then it may be asked to broker access to its stakeholders for the project to gather evidence.

The project conduct, outcomes and deliverables will need to be mindful of the policy context (such as the Bureaucracy Review¹ and People and Culture Strategy²), the sector-

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led or international nature of some of the initiatives, and the different roles and relationships that hold across the parts of the UK. The project board will lead on these issues, and will steer the contractor to take full account of them.

Given the short duration of the project and the breadth of the initiatives potentially in scope, the contractor will need to draw from an excellent existing knowledge of UK research culture and environment. The work will also require robust qualitative research experience.

4. Outcomes
The outcomes from this research will be:

1. Agreed prioritisation of initiatives for the project
2. Descriptive synthesis of the substance of the initiatives, noting:
   a. the values, specific commitments, guidance, principles and statements of each
   b. overlaps, gaps, dependencies and other relationships between them
3. Qualitative and quantitative evidence of the adoption of the initiatives now, recent trends, and intentions toward future adoption
4. Qualitative and quantitative evidence of the effects / impact of the initiatives, both individually and taken together, and who feels these effects
   a. effects may be felt by researchers, research support staff, and by those involved in the initiatives themselves

5. Deliverables
The deliverables will be designed and produced to support the next phase of informed and structured discussions between the key stakeholders in the work. The deliverables will need to reflect their interests in co-regulation, adding value, efficiency in the sector, and the specific histories and motivations of the initiatives. The project board will agree the exact specification for the deliverables with the contractor as the project proceeds, but they are likely to include:

- materials such as slidedecks and infographics, that can act as briefing materials for events at which the contractor and/or members of the project board engage with senior policy makers;

• a report that gives the research community confidence that the research is credible and has built the options appraisal on robust evidence;

• briefing documents for leaders in the research sector, and for the initiatives covered by the work, that cast the project findings in terms relevant to those stakeholders;

• interim deliverables corresponding to the outcomes listed in 4, above.

6. Monitoring

A project board is established comprising representatives of the project partners: Universities UK, UK Research and Innovation, and the Wellcome Trust. The board will have regular (at least monthly) meetings with the contractor. Given the significant potential sensitivities in the work, the project board expects to play a rather active role in guiding the project.

A challenge group will test the quality of the preliminary and draft final findings, and help the project board steer the project.

7. Budget

Universities UK expects the project to require resources up to £100,000 including VAT and all expenses.

8. Management

The project board will nominate a project owner from one of the partners, who will be the main point of contact for the contractor. Weekly meetings will be expected with the contractor.
Tender requirements

1. The tender proposal

Candidates should deliver a concise tender, focusing on the proposed work and budget. The tender should include information on the following:

- details of organisation including name, legal status, full contact details and lead contact
- details or CVs of staff who will undertake the work and a clear breakdown of how much time each person will contribute to the project
- details of other pieces of work that your organisation has delivered which are similar in focus, scope and tone to the project / activity
- reasons why you are interested in applying for the research (only applies to research project)
- professional experience and expertise relevant to the project / activity including experience and expertise of working within the HE sector and on academic research, its management and governance
- any other details about yourself or your organisation you feel may be relevant
- a proposed approach/methodology to deliver the research / activity including:
  - a clear timetable for the work, including key milestones and clear timescales for completing the project
  - a schedule of all costs including a detailed breakdown of how costs will be allocated in terms of staff hours, travel, VAT etc, including any preferred variation to the payment terms set out in section 2 below
  - details of any potential sensitivities involved in researching this area and how they will be managed
  - details of how you will work closely with the project board and project stakeholders
  - a risk assessment of your proposed approach and how you will mitigate any key risks
- conflicts of interest (as requested in section 7 below)
- a signed certificate of non-collusion and declaration, set out in the form given in Appendix A to this ITT

If the tender is submitted on behalf of a consortium, please:

- list the members of the consortium
- identify the lead member and a point of contact
• If the tender contains a sub-contracting relationship please state:
  o the main contractor and sub-contractors
  o the nature of this relationship

2. Fees

Universities UK expects the project to require resources up to £100,000 including VAT and all expenses. This includes all attendance fees, conference fees and expenses related to the project including giving a presentation at a sector dissemination event.

The printing costs of any final report, and the costs of any dissemination event or conference, will be borne by UUK.

In calculating project overheads account should be taken of the fact that UUK is a registered educational charity and non-profit making body.

Our preference is to pay for the work in three stages:

• Initial payment of 10% on signing the contract;
• Interim payment of 40% on receipt of:
  o Summary of qualitative and quantitative evidence of the adoption of the initiatives now, recent trends, and intentions toward future adoption
  o Summary of qualitative and quantitative evidence of the effects / impact of the initiatives, both individually and taken together, and who feels these effects.
• Final payment of 50% on receipt of the final report or final sign off.

UUK wishes to agree a fixed price for the work.

UUK is not bound to accept the lowest priced tender and shall not be bound to accept the contractor as a sole supplier.

3. Selection criteria

In awarding the contract, UUK will consider the balance between the quality of the candidate’s tender and value for money, taking account of the factors listed in this ITT and in particular the proposed methodology.

Each candidate’s tender shall be assessed on the following:

• Relevant experience, objectivity, independence and research credibility of the team, including track record in managing credible and significant research projects and producing relevant types of output.
• Understanding of the higher education and public research sector.
• Understanding of potential issues in researching UK research policy, research culture and sector expectations, and identification of practical solutions to the challenges of the proposed research.
• Appropriateness of the proposed methodology in terms of securing credible and robust research.
• Feasibility of completing a practical programme of work to a high quality within the specified timetable.
• Understanding of need to work closely with the strategic aims for the project from Universities UK, UK Research and Innovation and the Wellcome Trust.
• Risk mitigation.
• Consideration of equality, diversity and inclusion
• Overall value for money.

4. References

The name and contact details of two referees for whom the candidate has recently worked (within the past five years only) should be provided so that references can be taken up.

5. Timing

The project should be undertaken between May 2021 and October 2021. The candidate should note the following key dates:

• Deadline for receipt of emailed tenders: Friday 23 April 2021 at 12 noon
• Shortlisted applicants are likely to be invited to a telephone interview on week commencing Monday 3 May 2021 (excluding the Bank Holiday).
• Award of tender to successful candidate: Friday 7 May 2021
• Delivery of work by: Friday 29 October 2021

The dates set out in this paragraph are provisional only and may be altered by UUK at its discretion.

6. Reporting responsibilities

The successful candidate will report to Daniel Wake, Policy Manager, Universities UK.
7. **Conflict of interest**

Details of the candidate’s policy on handling conflicts of interest which may exist or arise regarding this engagement must be provided. In the event that a director, partner, employee or employee’s representative of the candidate has an interest or connection in UUK, please provide that person’s full name, position and the nature of the connection/interest in UUK.

8. **Tender submission**

Please return **one email copy** of your response in English to:

**Daniel Wake**  
**Policy Manager**  
Universities UK  
**E-mail:** daniel.wake@universitiesuk.ac.uk

An email copy of tender documents should arrive no later than Friday 23 April at 12 noon.

UUK shall have the right to disqualify any candidates who submit incomplete or late tenders.

9. **Contracting**

This tender is being issued by UUK. Any contracts with the successful provider will be made with UUK. The form of contract that the successful candidate will be expected to enter into with UUK is enclosed with this ITT at **Appendix B**.

10. **Further information**

For further details, please Daniel Wake daniel.wake@universitiesuk.ac.uk, who is also candidates’ point of contact for any queries that you have relating to this ITT.

Any queries should clearly reference the appropriate paragraph in the documentation and, to the extent possible, should be aggregated rather than sent individually.

UUK will respond to all reasonable requests for clarification of any aspect of this ITT and supporting documents as soon as it is reasonably possible. Please note that the response to your query shall be posted on our website (without naming your organisation), therefore your query should not contain any details which are confidential.

Please note that no pre-tender negotiations are permitted.
Confidentiality statement and disclaimer

The information contained in this ITT and all other information made available at any time to the candidates by and on behalf of UUK in connection with the project is supplied on the basis that the candidates will keep such information confidential at all times and that such information will be used only for the purposes of participating in the bidding process.

No information contained in this ITT or any other written, oral or other information made available to the candidate shall form the basis of any warranty, representation or term of any contract by UUK with any third party.

UUK does not accept any responsibility or liability for the accuracy or completeness of the ITT or any other oral or written information provided by UUK to any candidate.

UUK reserves the right not to follow this ITT in any way and/or to withdraw from or amend the procurement process.

UUK rights to cancel

UUK reserves the right, without prior notice and in its absolute discretion, to change or terminate the tendering procedure for the project at any time before signing the contract with the successful candidate.
Appendix A

Certificate of Non-Collusion and Declaration

I certify that:

a. The prices in the Tender have been arrived at independently, without consultation, communication, agreement or understanding for the purpose of restricting competition, as to any matter relating to such prices, with any other Candidate or with any competitor.

b. Unless otherwise required by law, the prices which have been quoted in the Tender have not knowingly been disclosed by the Candidate, directly or indirectly, to any other Candidate or competitor, nor will they be so disclosed.

c. No attempt has been made or will be made by the Candidate to induce any other person or firm to submit or not to submit a Tender for the purpose of restricting competition.

d. No attempt has been made directly or indirectly to canvas any employee or adviser of UUK concerning the award of the contract which is the subject of this invitation to tender.

I acknowledge that any price fixing or collusion with other Candidates in relation to the Project shall give UUK the right to exclude a Candidate from the procurement process and may constitute an offence.

I am authorised by the Candidate (and all relevant associated companies and organisations) to supply the information given in the Tender.

I declare that, at the date of signing this declaration, the information given is complete and accurate to the best of my knowledge having made reasonable enquiries.

Signed:

Name:

Date:

On behalf of:
Appendix B

Contract for Consultancy Services

This contract is made this day of 2021 between:

________________________________________________________________________

"the Contractor"

Universities UK, a company limited by guarantee, registered in England and Wales (No. 2517018)
Registered Charity No. 1001127
Woburn House
20 Tavistock Square
LONDON
WC1H 9HQ

Hereinafter called
"Universities UK"
It is hereby agreed as follows:

1. **Scope of work**

The Contractor will undertake project support work for Universities UK

- Universities UK’s invitation to tender – [Title and date]
- Contractor’s original tender document in respect of this work, dated …………
- amended tender document at Annex A to this contract. [If necessary]

and the terms and conditions herein set out which shall together comprise the contract. In event of any conflict between the terms herein set out (or as set out in Universities UK’s invitation to tender document); Universities UK’s terms shall prevail.

2. **Assignment of subcontracting**

The Contractor shall not assign or subcontract the services to be provided under the contract or any of its rights or obligations thereunder without the previous written consent of Universities UK.

3. **Contacts and Steering Group**

Universities UK’s contacts will be:  
[Name]  
Tel: 

[Name]  
Tel: 

The Contractor’s contacts will be:  
[Name]  
Tel: 

There shall be a Steering Group set up by Universities UK to manage the project. The Steering Group shall meet at such intervals as Universities UK shall reasonably determine for the purposes of monitoring progress with regard to the work carried out by the Contractor and such other issues relating to the management of the contract as Universities UK shall determine.

4. **Publicity**

The Contractor shall not without Universities UK’s prior consent disclose by way of press release or otherwise to any third party anything which relates to the services provided under the contract save as is necessary in the execution thereof.
5. **Confidentiality**

The Contractor will respect and maintain the confidentiality of any information given to them by Universities UK or its agencies or by any higher education institutions involved in the study and will not reveal any part of such information or any part of the described study and its findings to a third party without the prior written consent of Universities UK.

6. **Use of Data Supplied by Universities UK to the Contractor**

a. The Contractor shall be registered appropriately with the Data Protection Registrar and shall comply with all statutory regulations relating to its use of data supplied by Universities UK.

b. Data supplied by Universities UK to the Contractor shall not be used by the Contractor for any purpose other than that outlined in the study specification as set out in Universities UK's invitation to tender.

c. The Contractor will ensure that personal data is not disclosed to any third party.

d. The Contractor will ensure that the data is processed fairly and surrounded by proper security.

e. The Contractor will destroy any statistical and personal data supplied by Universities UK when and if required to do so by Universities UK and provide confirmation as to its destruction in such form as Universities UK may reasonably require.

f. The Contractor will return any documentation supplied to it during the course of the contract by Universities UK for the purposes of carrying out the study.

g. The Contractor is liable for any compensation in legal costs incurred by Universities UK from the loss and/or misuse, of data supplied to the Contractor.

7. **Freedom of Information**

If the Contractor receives a request under the Freedom of Information Act 2000 to disclose any information that, under this Agreement, is Universities UK’s Confidential Information, it will notify Universities UK and will consult with Universities UK. Universities UK will respond to the Contractor within 10 days after receiving the Contractor’s notice if that notice requests Universities UK to provide information to assist the Contractor to determine whether or not an exemption to the Freedom of Information Act applies to the information requested under that Act.
8. **Business Ethics and Conflict of Interest and Warranty**

The Contractor shall maintain the highest professional standards including those necessary to avoid any real or apparent impropriety or to prevent any action or conditions which could result in conflict with Universities UK’s best interests.

The Contractor shall ensure that the information provided in the study shall be true and accurate in all material respects and shall otherwise comply with the study specification as set out in Universities UK’s invitation to tender.

9. **Liability**

The advice or information given by the Contractor will not constitute an infringement of third party rights and the Contractor shall accordingly indemnify Universities UK against all costs, expenses and liabilities incurred in respect of any claim brought by a third party alleging infringement.

10. **Timescale**

The timescale for this contract is:

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<th>Date</th>
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<tr>
<td>[All significant dates]</td>
<td>[All significant events/outputs]</td>
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All planned work will be completed by the Contractor in accordance with the timetable stated above and within the life of this contract. Time is agreed to be of the essence in relation to the Contractor’s delivery of work in accordance with the timetable stated above.

The Contractor will provide such information as is required to enable Universities UK to monitor progress. The Contractor will provide all appropriate documentation to all members of the study’s Steering Group at least five working days in advance of each Steering Group meeting.

11. **Payment**

The total fee for the contract will not exceed £……………. inclusive of VAT and expenses.

The Contractor shall invoice Universities UK for the fee which will be paid in ……. instalments:

i. [Details of instalments] £ inclusive of VAT
ii. **£ inclusive of VAT**

*(To be included if the contractor is an individual, i.e. not a company or an institution)* [The Contractor shall be exclusively responsible for the payment of National Insurance contributions and for the discharge of any income tax payable in respect of the fee, and shall pay any such contributions and taxes to the appropriate authorities.]

Invoices are to be sent to [Name] at Universities UK, Woburn House, 20 Tavistock Square, LONDON WC1H 9HQ. [Receipts will be submitted to support claims for reasonable expenses incurred].

12. **Settlement Terms**

Invoices are normally payable within thirty days of their receipt. Prices are fixed for the duration of the contract.

13. **Termination**

Universities UK may terminate the contract for any reason on giving twenty one days written notice.

Either party may terminate this agreement forthwith for any serious breach of contract by the other which is not remedied within seven days' written notification of the breach.

The provisions of clauses 5, 6, 7, 8 and 9 shall survive any termination of this contract.

14. **Force Majeure**

Neither party shall be deemed to be in breach of contract if failure to comply with the requirements of the contract is due to circumstances beyond their reasonable control.

15. **Copyright and Intellectual Property**

Copyright of written work produced in connection with the contract shall be vested in Universities UK.

Universities UK reserves the right to publish or not to publish, but, subject to the prior written approval of Universities UK, the Contractor will be able to make use of the material in other research but shall not be entitled to profit from the commercial exploitation of such material without agreeing appropriate royalties with Universities UK. The latter is conditional on the Contractor treating all information obtained during the course of the contract in strict confidence.

The Contractor may publish articles based on the final written report following its acceptance by the Steering Group and as approved in advance by Universities UK.
16. Publication of Final Report

The text and accompanying figures of the final report resulting from the contract must be provided by the Contractor in Universities UK house style conforming to a standard word processing format. The Contractor will be obliged to review and amend as necessary a final proof before any final report is printed.

Universities UK will be responsible for any publication of any final report resulting from the work undertaken by the Contractor and will take all final decisions on design and content.

Universities UK will receive the income from sales of any publication produced as a result of the contract and will provide the Contractor with [number] complimentary copies.

Universities UK will take all decisions on sponsorship of any final report resulting from the contract or any dissemination event.

17. General

The ruling law of contract law and of the relationship of the parties hereto arising out of it shall be English law. Both parties agree to submit to the jurisdiction of the English courts in respect of any matters arising out of or in connection with the contract.

The terms herein set out (together with the documents referred to in the first clause) constitutes the entire agreement between the parties hereto and supersedes all negotiations, representations or agreements either written or oral preceding the contract.

FOR: CONTRACTOR

BY: ..............................................

[Name and position]

DATE: ..............................................

FOR: Universities UK

BY: ..............................................

[Name and position]

DATE: ..............................................