



Hopkins Van Mil: Creating Connections Ltd
6a Dean's Yard
London
SW1P 3NP

Attn: FOIA Section 40

By email to: FOIA Section 40 Personal
If it FOIA S ti 43

cc.

Date: 23 August 2022

Our ref: UKRI-2142

Dear Sirs,

Award of contract for UKRI-2142 Contemporary Issues of Environmental Science Public Dialogue

Following your proposal for Contemporary Issues of Environmental Science Public Dialogue to UKRI, we are pleased to award this contract to you.

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

- (1) **United Kingdom Research and Innovation**, a statutory corporation whose registered office is at Polaris House, North Star Avenue, Swindon, England, SN2 1FL ("**UKRI**"); and
- (2) **Hopkins Van Mil: Creating Connections Ltd**, a company incorporated and registered in United Kingdom with company number 09093788 and registered VAT number 857628578 whose registered office is at 6a Dean's Yard, London SW1P 3NP (the "**Supplier**").

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

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

Term

- 1 Commencement Date: 23 August 2022
- 2 Expiry Date: Satisfactory completion by 31st August 2023
- 3 NOT USED.

Description of Goods and/or Services

- 4 The Specification of the Goods and/or Services to be delivered is as set out in Schedule 2.
- 5 The Services shall be performed at THE Supplier's premises.
- 6 The Goods shall be Delivered in accordance with the following instructions:

Date of Delivery

The work will be conducted over two financial years starting 23rd August 2022 to 31st March 2023, and 1st April 2023 to 31st August 2023. The bulk of the activity delivered will be occurring in the first financial year.

Charges & Payment

- 7 The Charges for the Goods and/or Services shall as set out in Schedule 3.
- 8 All invoices should be sent, quoting a valid purchase order number (PO Number) provided by UKRI, to UK Research and Innovation c/o UKSBS Ltd, Polaris House, North Star Avenue, Swindon SN2 1FF.
- 9 To avoid delay in payment it is important that the invoice is compliant and that it includes a valid PO Number, PO Number item number (if applicable) and the details (name and telephone number) of your UKRI contact (i.e. Contract Manager). Non-compliant invoices will be sent back to you, which may lead to a delay in payment. If you have a query regarding an outstanding payment, please contact our Accounts Payable section either by email to finance@uksbs.co.uk or by telephone 01793 867000 between 09:00-17:00 Monday to Friday.

Supplier's Limit of Liability

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

Notices

- 11 The address for notices of the Parties are:

UKRI

Polaris House, North Star Avenue,
Swindon, England, SN2 1FL
Attention: Kate Richardson
Email: commercial@ukri.org

Hopkins Van Mil: Creating Connections Ltd

6, Dean's Yard London SW1P 3NP
Attention: **FOIA Section 40**
FOIA Section 40 Personal
Information

Liaison

For general liaison your contact will continue to be **FOIA Section 40 Personal Information, FOIA** or, in their absence, **FOIA Section 40 Personal Information, FOIA Section 43**

We thank you for your co-operation to date and look forward to forging a successful working relationship resulting in a smooth and successful supply of the Goods and/or Services. Please confirm your acceptance of the award of this contract by signing and returning the enclosed copy of this letter to **FOIA Section 40 Personal Information, FOIA**. cc nercprocurement@ukri.org. No other form of acknowledgement will be accepted. Please remember to quote the reference number above in any future communications relating to this contract.

Yours faithfully,

Signed for and on behalf of **United Kingdom
Research and Innovation**

Signature: **FOIA Section
40 Personal**

Name: **FOIA Section
40 P**

Position: Procurement Manager

Date: 24th August 2022

We accept the terms set out in this Award Letter and the Schedule(s). Signed for and on behalf of **Hopkins Van Mil: Creating Connections**

Signature: **FOIA Section 40 Personal Information,
FOIA Section 43 Commercial**

Name: **FOIA Section 40
P**

Position: Director...

Date: ...24th August 2022.....

Schedule 1

Schedule 1-Terms and Conditions of Contract for Goods and/or Services

1 INTERPRETATION

1.1 In these terms and conditions:

- "Award Letter" means the letter from UKRI to the Supplier printed above these terms and conditions;
- "Central Government Body" means a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics:
- (a) Government Department;
 - (b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);
 - (c) Non-Ministerial Department; or
 - (d) Executive Agency;
- "Charges" means the charges for the Goods and/or Services as specified in the Award Letter;
- "Commencement Date" means the date for the start of the Contract as set out in the Award Letter;
- "Confidential Information" means:
- (a) all confidential information and data which is acquired from or made available (directly or indirectly) by the Disclosing Party or the Disclosing Party's representatives however conveyed or presented, including but not limited to any information or document relating to the Disclosing Party's business, affairs, operations, budgets, policies, processes, initiatives, plans, product information, pricing information, technical or commercial know-how, trade secrets, specifications, strategies, inventions, designs, software, market opportunities, personnel, customers or suppliers (whether relating to this Contract or otherwise) either orally, in writing, or in whatever form obtained or maintained;
 - (b) any information or analysis derived from the Confidential Information;
 - (c) anything marked as confidential and any other information notified by or on behalf of the Disclosing Party to the Receiving Party as being confidential;
 - (d) the existence and terms of this Contract and of any subsequent agreement entered into in relation to this Contract;
 - (e) the fact that discussions and negotiations are taking place concerning this Contract and the status of those discussions and negotiations; and
 - (f) any copy of any of the information described in (a), (b), (c), (d) or (e) above, which shall be deemed to become Confidential Information when it is made. For the purposes

of this definition, a copy shall include, without limitation, any notes or recordings of the information described in (a), (b), (c), (d) or (e) above (howsoever made);

"Contract"	means the contract between (i) UKRI and (ii) the Supplier constituted by the Supplier's countersignature of the Award Letter and includes the Award Letter and Schedules;
"Data Protection Legislation"	means, for the periods for which they are in force, all laws giving effect or purporting to give effect to the GDPR, the Data Protection Act 2018, or otherwise relating to data protection, including the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Electronic Communications Data Protection Directive (2002/58/EC), the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2426/2003) and all applicable laws and regulations relating to the processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner, in each case as amended or substituted from time to time;
"Data Subject"	shall have the same meaning as in the Data Protection Legislation;
"Date of Delivery"	means that date by which the Goods must be Delivered to UKRI, as specified in the Award Letter.
"Deliver"	means hand over the Goods to UKRI at the address and on the date specified in the Award Letter, which shall include unloading and any other specific arrangements agreed in accordance with Clause 6. Delivered and Delivery shall be construed accordingly.
"Disclosing Party"	means a Party that makes a disclosure of Confidential Information to another Party;
"EIR"	means the Environmental Information Regulations 2004 (or if applicable the Environmental Information Regulations (Scotland) 2004);
"Expiry Date"	means the date for expiry of the Contract as set out in the Award Letter;
"FOIA"	means the Freedom of Information Act 2000 (or if applicable the Freedom of Information (Scotland) Act 2002);
"GDPR"	means: <ul style="list-style-type: none">(a) the General Data Protection Regulations (Regulation (EU) 2016/679); or(b) any equivalent legislation amending or replacing the General Data Protection Regulations (Regulation (EU) 2016/679);
"Good Industry Practice"	means all relevant practices and professional standards that would be expected of a well-managed, expert service provider performing services substantially similar to the Services or substantially similar to the Goods provided to customers of a substantially similar size and nature as UKRI;
"Goods"	means the goods to be supplied by the Supplier to UKRI under the Contract;
"Information"	has the meaning given under section 84 of the FOIA;
"Intellectual Property Rights"	means:

	(a)	copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trademarks, rights in Internet domain names and website addresses and other rights in trade names, designs, know-how, trade secrets and other rights in Confidential Information;
	(b)	applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction; and
	(c)	all other rights having equivalent or similar effect in any country or jurisdiction;
"Limit of Liability"		means the limit of liability identified in the Award Letter;
"Party"		the Supplier or UKRI (as appropriate) and "Parties" shall mean both of them;
"Personal Data"		means the personal data (as defined in the Data Protection Legislation) which relates to or originates from UKRI, or any of UKRI's employees, contractors or customers and which is processed by or on behalf of the Supplier under this Contract;
"Personal Data Breach"		shall have the meaning given in the Data Protection Legislation;
"Purchase Order Number"		means UKRI's unique number relating to the order for Goods and/or Services to be supplied by the Supplier to UKRI in accordance with the terms of the Contract;
"Receiving Party"		means a Party to which a disclosure of Confidential Information is made by another Party;
"Request for Information"		has the meaning set out in the FOIA or the EIR as relevant (where the meaning set out for the term "request" shall apply);
"Services"		means the services to be supplied by the Supplier to UKRI under the Contract;
"Specification"		means the specification for the Goods and/or Services to be supplied by the Supplier to UKRI (including as to quantity, description and quality) as specified in the Award Letter;
"Staff"		means all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any sub-contractor of the Supplier engaged in the performance of the Supplier's obligations under the Contract;
"Staff Vetting Procedures"		means vetting procedures that accord with good industry practice or, where requested by UKRI, UKRI's procedures for the vetting of personnel as provided to the Supplier from time to time;
"Term"		means the period from the Commencement Date to the Expiry Date as such period may be extended or terminated in accordance with the terms and conditions of the Contract;
"TUPE"		means the Transfer of Undertakings (Protection of Employment) Regulations 2006 as amended or replaced from time to time;
"VAT"		means value added tax in accordance with the provisions of the Value Added Tax Act 1994; and

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

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

2 BASIS OF CONTRACT

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

3 SUPPLY OF GOODS AND SERVICES

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

UKRI of any designs provided by the Supplier shall not relieve the Supplier of any of its obligations under this clause 3.3.

3.4 In supplying the Services, the Supplier shall:

- (a) perform the Services with all reasonable care, skill and diligence in accordance with good industry practice in the Supplier's industry, profession or trade;
- (b) use Staff who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with the Contract;
- (c) ensure that the Services shall conform with all descriptions and specifications set out in the Specification;
- (d) not do or allow anything to be done that would, or would be likely to, bring UKRI into disrepute or adversely affect its reputation in any way; and
- (e) provide all equipment, tools and vehicles and other items as are required to provide the Services.

4 TERM

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

5 CHARGES, PAYMENT AND RECOVERY OF SUMS DUE

5.1 The Charges for the Goods and/or Services shall be as set out in the Award Letter and shall be the full and exclusive remuneration of the Supplier in respect of the supply of the Goods and/or Services. Unless otherwise agreed in writing by UKRI, the Charges shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the supply of the Goods and/or performance of the Service.

5.2 All amounts stated are exclusive of VAT which shall be charged at the prevailing rate. UKRI shall, following the receipt of a valid VAT invoice, pay to the Supplier a sum equal to the VAT chargeable in respect of the Goods and/or Services.

5.3 The Supplier shall invoice UKRI as specified in the Contract. Each invoice shall include such supporting information required by UKRI to verify the accuracy of the invoice, including the relevant Purchase Order Number and a breakdown of the Goods and/or Services supplied in the invoice period.

5.4 In consideration of the supply of the Goods and/or Services by the Supplier, UKRI shall pay the Supplier the invoiced amounts no later than 30 days after verifying that the invoice is valid and undisputed and includes a valid Purchase Order Number. UKRI may, without prejudice to any other rights and remedies under the Contract, withhold or reduce payments in the event of unsatisfactory performance.

5.5 If UKRI fails to consider and verify an invoice in a timely fashion the invoice shall be regarded as valid and undisputed for the purpose of clause 5.4 after a reasonable time has passed (which shall be no less than 14 calendar days).

5.6 If there is a dispute between the Parties as to the amount invoiced, UKRI may reject the invoice in its entirety. The Supplier shall not suspend the supply of the Goods and/or Services unless the Supplier is entitled to terminate the Contract for a failure to pay undisputed sums in accordance with clause 18.5. Any disputed amounts shall be resolved through the dispute resolution procedure detailed in clause 21.

5.7 Where the Supplier enters into a sub-contract, the Supplier shall include in that sub-contract:

- (a) provisions having the same effects as clauses 5.3 to 5.6 (inclusive) of this Contract; and
 - (b) a provision requiring the counterparty to that sub-contract to include in any sub-contract which it awards provisions having the same effects as clauses 5.3 to 5.7 (inclusive) of this Contract.
 - (c) In this clause 5.7, "sub-contract" means a contract between two or more suppliers, at any stage of remoteness from UKRI in a subcontracting chain, made wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of this Contract.
- 5.8 If any sum of money is recoverable from or payable by the Supplier under the Contract (including any sum which the Supplier is liable to pay to UKRI in respect of any breach of the Contract), that sum may be deducted unilaterally by UKRI from any sum then due, or which may come due, to the Supplier under the Contract or under any other agreement or contract with UKRI. The Supplier shall not be entitled to assert any credit, set-off or counterclaim against UKRI in order to justify withholding payment of any such amount in whole or in part.

6 DELIVERY

- 6.1 The Supplier shall Deliver the Goods to UKRI on or by the Date of Delivery. Unless otherwise agreed in writing by UKRI, Delivery shall be on the date and to the address specified in the Award Letter. Delivery of the Goods shall be completed once the completion of unloading the Goods from the transporting vehicle at the Delivery address has taken place and UKRI has signed for the Delivery.
- 6.2 Any access to UKRI's premises and any labour and equipment that may be provided by UKRI in connection with Delivery of the Goods shall be provided without acceptance by UKRI of any liability in respect of any actions, claims, costs and expenses incurred by third parties for any loss of damages to the extent that such loss or damage is not attributable to the negligence or other wrongful act of UKRI or its servant or agent. The Supplier shall indemnify UKRI in respect of any actions, suits, claims, demands, losses, charges, costs and expenses, which UKRI may suffer or incur as a result of or in connection with any damage or injury (whether fatal or otherwise) occurring in the course of Delivery or installation to the extent that any such damage or injury is attributable to any act or omission of the Supplier or any of his sub-Suppliers.
- 6.3 Delivery of the Goods shall be accompanied by a delivery note which shows the Purchase Order Number and the type and quantity of the Goods and, in the case of part Delivery, the outstanding balance remaining to be Delivered.
- 6.4 Unless otherwise stipulated by UKRI in the Award Letter, Deliveries shall only be accepted by UKRI on Working Days and during normal business hours.
- 6.5 Where (i) the Supplier fails to Deliver the Goods or part of the Goods or (ii) the Goods or part of the Goods do not comply with the provisions of clause 3, then without limiting any of its other rights or remedies implied by statute or common law, UKRI shall be entitled:
- (a) to terminate the Contract;
 - (b) to require the Supplier, free of charge, to deliver substitute Goods within the timescales specified by UKRI;
 - (c) to require the Supplier, free of charge, to repair or replace the rejected Goods, or to provide a full refund of the Charges of the rejected Goods (if paid);
 - (d) to reject the Goods (in whole or part) and return them to the Supplier at the Supplier's own risk and expense and UKRI shall be entitled to a full refund on those Goods or part of Goods duly returned;
 - (e) to buy the same or similar Goods from another supplier; and

- (f) to recover any expenses incurred in respect of buying the goods from another supplier which shall include but not be limited to administration costs, chargeable staff time and extra delivery costs.

7 **PROPERTY AND GUARANTEE OF TITLE**

7.1 Without prejudice to any other rights or remedies of UKRI, title and risk in the Goods shall pass to UKRI when Delivery of the Goods is complete (including off-loading and stacking).

7.2 The Supplier warrants that:

- (a) it has full clear and unencumbered title to all the Goods;
- (b) at the date of Delivery of any of the Goods it shall have full and unrestricted right, power and authority to sell, transfer and deliver all of the Goods to UKRI; and
- (c) on Delivery UKRI shall acquire a valid and unencumbered title to the Goods.

8 **STAFF**

8.1 If UKRI reasonably believes that any of the Staff are unsuitable to undertake work in respect of the Contract, it may, by giving written notice to the Supplier:

- (a) refuse admission to the relevant person(s) to UKRI's premises;
- (b) direct the Supplier to end the involvement in the provision of the Goods and/or Services of the relevant person(s); and/or
- (c) require that the Supplier replace any person removed under this clause with another suitably qualified person and procure that any security pass issued by UKRI to the person removed is surrendered,

and the Supplier shall comply with any such notice.

8.2 The Supplier shall:

- (a) ensure that all Staff are vetted in accordance with the Staff Vetting Procedures and if requested, comply with UKRI's Staff Vetting Procedures as supplied from time to time;
- (b) ensure that no person who discloses that he/she has a conviction that is relevant to the nature of the Contract, relevant to the work of UKRI, or is of a type otherwise advised by UKRI (each such conviction a "**Relevant Conviction**"), or is found by the Supplier to have a Relevant Conviction (whether as a result of a police check, the Staff Vetting Procedures or otherwise) is employed or engaged in the provision of any part of the supply of the Goods and/or Services;
- (c) if requested, provide UKRI with a list of the names and addresses (and any other relevant information) of all persons who may require admission to UKRI's premises in connection with the Contract; and
- (d) procure that all Staff comply with any rules, regulations and requirements reasonably specified by UKRI.

9 **TUPE**

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

10 **ASSIGNMENT AND SUB-CONTRACTING**

10.1 The Supplier shall not without the written consent of UKRI assign, sub-contract, novate or in any way dispose of the benefit and/ or the burden of the Contract or any part of the

Contract. UKRI may, in the granting of such consent, provide for additional terms and conditions relating to such assignment, sub-contract, novation or disposal. The Supplier shall be responsible for the acts and omissions of its sub-contractors as though those acts and omissions were its own.

- 10.2 Where UKRI has consented to the placing of sub-contracts, the Supplier shall, at the request of UKRI, send copies of each sub-contract, to UKRI as soon as is reasonably practicable.
- 10.3 UKRI may assign, novate, or otherwise dispose of its rights and obligations under the Contract without the consent of the Supplier provided that such assignment, novation, or disposal shall not increase the burden of the Supplier's obligations under the Contract.

11 INTELLECTUAL PROPERTY AND INDEMNITY

- 11.1 All Intellectual Property Rights in any materials provided by UKRI to the Supplier for the purposes of this Contract shall remain the property of UKRI but UKRI hereby grants the Supplier a royalty-free, non-exclusive, and non-transferable licence to use such materials as required until termination or expiry of the Contract for the sole purpose of enabling the Supplier to perform its obligations under the Contract.
- 11.2 The ownership of all Intellectual Property Rights in any materials created or developed by the Supplier pursuant to the Contract or arising as a result of the provision of the Goods and/or Services shall vest in UKRI. If, and to the extent, that the ownership of any Intellectual Property Rights in such materials vest in the Supplier by operation of law, the Supplier hereby assigns ownership of such Intellectual Property Rights to UKRI by way of a present assignment of future rights that shall take place immediately on the coming into existence of any such Intellectual Property Rights all its Intellectual Property Rights in such materials (with full title guarantee and free from all third-party rights).
- 11.3 UKRI hereby grants the Supplier a royalty-free, non-exclusive, and non-transferable licence to use any Intellectual Property Rights in the materials created or developed by the Supplier pursuant to the Contract and any Intellectual Property Rights arising as a result of the provision of the Goods and/or Services as required until termination or expiry of this Contract for the sole purpose of enabling the Supplier to perform its obligations under the Contract
- 11.4 Without prejudice to clause 11.2, the Supplier hereby grants UKRI a perpetual, royalty-free, irrevocable and non-exclusive licence (with a right to sub-license) to use any Intellectual Property Rights vested in or licensed to the Supplier on the date of the Contract or during the Term to the extent not falling within clause 11.2 including any modifications to or derivative versions of any such Intellectual Property Rights, which UKRI reasonably requires in order to exercise its rights and take the benefit of the Contract including the Goods and/or Services provided.
- 11.5 The Supplier shall indemnify, and keep indemnified, UKRI in full against all cost, expenses, damages and losses (whether direct or indirect), including any interest, penalties, and reasonable legal and other professional fees awarded against or incurred or paid by UKRI as a result of or in connection with any claim made against UKRI for actual or alleged infringement of a third party's intellectual property arising out of, or in connection with, the supply or use of the Goods and/or Services, to the extent that the claim is attributable to the acts or omission of the Supplier or any Staff.
- 11.6 UKRI shall promptly notify the Supplier of any infringement claim made against it relating to any Goods and, subject to any statutory obligation requiring UKRI to respond, shall permit the Supplier to have the right, at its sole discretion to assume, defend, settle or otherwise dispose of such claim. UKRI shall give the Supplier such assistance as it may reasonably require to dispose of the claim and shall not make any statement which might be prejudicial to the settlement or defence of the claim.

12 RECORDS

- 12.1 If required by UKRI, the Supplier shall:

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

13 **CONFIDENTIALITY, TRANSPARENCY AND PUBLICITY**

13.1 Subject to clause 13.2, each Party shall:

- (a) treat all Confidential Information it receives as confidential, safeguard it accordingly and not disclose it to any other person without the prior written permission of the disclosing Party; and
- (b) not use or exploit the Disclosing Party's Confidential Information in any way except for the purposes anticipated under the Contract.

13.2 Notwithstanding clause 13.1, a Party may disclose Confidential Information which it receives from the other Party:

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

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

13.3 The Parties acknowledge that, except for any Information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of the Contract is not

Confidential Information and the Supplier hereby gives its consent for UKRI to publish the Contract in its entirety to the general public (but with any Information that is exempt from disclosure in accordance with the FOIA redacted) including any changes to the Contract agreed from time to time. UKRI may consult with the Supplier to inform its decision regarding any redactions but shall have the final decision in its absolute discretion whether any of the content of the Contract is exempt from disclosure in accordance with the provisions of the FOIA.

- 13.4 The Supplier shall not and shall take reasonable steps to ensure that the Staff shall not, make any press announcement or publicise the Contract or any part of the Contract in any way, except with the prior written consent of UKRI.

14 **FREEDOM OF INFORMATION**

- 14.1 The Supplier acknowledges that UKRI is subject to the requirements of the FOIA and the EIR and shall:

- (a) provide all necessary assistance and cooperation as reasonably requested by UKRI to enable UKRI to comply with its obligations under the FOIA and the EIR;
- (b) transfer to UKRI all Requests for Information relating to the Contract that it receives as soon as practicable and in any event within 2 Working Days of receipt;
- (c) provide UKRI with a copy of all Information belonging to UKRI requested in the Request for Information which is in its possession or control in the form that UKRI requires within 5 Working Days (or such other period as UKRI may reasonably specify) of UKRI's request for such Information; and
- (d) not respond directly to a Request for Information unless authorised in writing to do so by UKRI.

- 14.2 The Supplier acknowledges that UKRI may be required under the FOIA and the EIR to disclose Information concerning the Supplier or the Goods and/or Services (including commercially sensitive information) without consulting or obtaining consent from the Supplier.

- 14.3 Notwithstanding any other provision in the Contract, UKRI shall be responsible for determining in its absolute discretion whether any Information relating to the Supplier or the Goods is exempt from disclosure in accordance with the FOIA and/or the EIR.

15 **PROTECTION OF PERSONAL DATA AND SECURITY OF DATA**

- 15.1 In this Clause 15, the terms, "processes", "data controller" and "data processor" shall have the same meanings given to them under Data Protection Legislation.

- 15.2 The Parties acknowledge that for the purposes of Data Protection Legislation, UKRI is the data controller, and the Supplier is the data processor of any Personal Data.

- 15.3 The Supplier shall and shall procure that its staff and sub-contractors shall comply with all Data Protection Legislation in relation to any Personal Data processed.

- 15.4 Without limiting Clauses 15.2 and 15.3, the Supplier shall at all times (and shall ensure that at all times its staff):

- (a) process Personal Data only in accordance with the documented instructions received from UKRI and during the Term of this Contract. The Supplier shall immediately inform UKRI if, in the Supplier's opinion, an instruction from UKRI infringes the Data Protection Legislation or any other applicable law;
- (b) ensure that any person to whom it provides the Personal Data is subject to appropriate confidentiality obligations;

- (c) disclose any Personal Data only on a need-to-know basis to staff directly concerned with the provision of the Goods and/or Services;
- (d) not transfer or direct the transfer of any Personal Data to any third party or process or direct the processing of Personal Data outside of the European Economic Area in each case without UKRI's prior written consent (which consent may be subject to conditions as directed by UKRI);
- (e) keep all Personal Data confidential, and have in place now and shall on a continuing basis take all reasonable appropriate technical and organisational measures to keep all Personal Data confidential and secure and to protect against unauthorised or unlawful processing, accidental loss, destruction, damage, alteration, disclosure or access;
- (f) upon request by UKRI, promptly do such other acts in relation to the Personal Data, or any part thereof, as UKRI shall request to enable UKRI to comply with its obligations under the Data Protection Legislation;
- (g) notify UKRI promptly (and at least within 24 hours) if it receives a request from a Data Subject or a complaint relating to a Data Subject and promptly provide UKRI with all such data, information, cooperation and assistance as is required by UKRI in order to respond to and resolve the request or complaint within any applicable time frames;
- (h) provide such information and allow for and contribute to audits, including inspections, conducted by UKRI or an auditor mandated by UKRI, as is reasonably necessary to enable UKRI to satisfy itself of the Supplier's compliance with this Clause 15 and the Data Protection Legislation
- (i) on termination or expiry of this Contract, and at any other time on UKRI's request, either return or destroy (as elected by UKRI) the Personal Data (including all copies of it) and confirm in writing that it has complied with this obligation; and
- (j) notify UKRI without undue delay on becoming aware of any Personal Data Breach and promptly following notification, provide such data, information and assistance as is required by UKRI in order for UKRI to notify the Personal Data Breach to the Information Commissioner and/or Data Subject(s) and otherwise fulfil its obligations under Data Protection Legislation.

16 LIABILITY

- 16.1 UKRI shall not be responsible for any injury, loss, damage, cost or expense suffered by the Supplier if and to the extent that it is caused by the negligence or wilful misconduct of the Supplier or the Staff or breach by the Supplier of its obligations under the Contract. The Supplier shall not be responsible for any injury, loss, damage, cost or expense suffered by UKRI if and to the extent that it is caused by the negligence or wilful misconduct of UKRI or by breach by UKRI of its obligations under the Contract.
- 16.2 Subject always to clause 16.5 and 16.6 in no event shall either Party be liable to the other Party for any:
- (a) loss of profits;
 - (b) loss of business;
 - (c) loss of revenue;
 - (d) loss of or damage to goodwill;
 - (e) loss of savings (whether anticipated or otherwise); and/or
 - (f) any indirect, special or consequential loss or damage.

- 16.3 Subject always to clause 16.5 and 16.6, the aggregate liability of the Supplier in respect of all defaults, claims, losses or damages howsoever caused, whether arising from breach of the Contract, the supply or failure to supply of the Goods and/or perform the Services, misrepresentation (whether tortious or statutory), tort (including negligence), breach of statutory duty or otherwise shall in no event exceed the Limit of Liability.
- 16.4 Subject to clause 16.5, the aggregate liability of UKRI in respect of all defaults, claims, losses or damages howsoever caused, whether arising from breach of the Contract, misrepresentation (whether tortious or statutory), tort (including negligence), breach of statutory duty or otherwise shall in no event exceed a sum equal to the Charges.
- 16.5 Nothing in the Contract shall be construed to limit or exclude either Party's liability for:
- (a) death or personal injury caused by its negligence or that of its Staff;
 - (b) fraud or fraudulent misrepresentation by it or that of its Staff;
 - (c) breach of any obligation as to title implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or
 - (d) any other matter which, by law, may not be excluded or limited.
- 16.6 The Supplier's liability under the indemnities in clauses 11.5, 15 and 20.3 shall be unlimited.
- 16.7 The Supplier shall effect and maintain an adequate level of insurance cover in respect of all risks that may be incurred by it in the performance of this Contract. On request from UKRI, the Supplier shall provide UKRI with copies of the insurance policy certificates and details of the cover provided.

17 **FORCE MAJEURE**

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

18 **TERMINATION**

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

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

- 18.2 UKRI may terminate the Contract at any time by notice in writing to the Supplier to take effect on any date falling at least 1 month (or, if the Contract is less than 3 months in duration, at least 10 Working Days) later than the date of service of the relevant notice.
- 18.3 Without prejudice to any other right or remedy it might have, UKRI may terminate the Contract by written notice to the Supplier with immediate effect if the Supplier:
- (a) (without prejudice to clause 18.3(e)), is in material breach of any obligation under the Contract which is not capable of remedy;
 - (b) repeatedly breaches any of the terms and conditions of the Contract in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms and conditions of the Contract;
 - (c) is in material breach of any obligation which is capable of remedy, and that breach is not remedied within 30 days of the Supplier receiving notice specifying the breach and requiring it to be remedied;
 - (d) undergoes a change of control within the meaning of section 1124 of the Corporation Tax 2010, unless UKRI has given its prior written consent to the change of control or does not raise an objection within 6 months of the Supplier's written notice to UKRI that a change of control has occurred;
 - (e) breaches the provisions of clauses 8.2, 13, 14, 15 and 19;
 - (f) becomes insolvent, or if an order is made or a resolution is passed for the winding up of the Supplier (other than voluntarily for the purpose of solvent amalgamation or reconstruction), or if an administrator or administrative receiver is appointed in respect of the whole or any part of the Supplier's assets or business, or if the Supplier makes any composition with its creditors or takes or suffers any similar or analogous action (to any of the actions detailed in this clause 18.3) in consequence of debt in any jurisdiction; or
 - (g) fails to comply with legal obligations in the fields of environmental, social or labour law.
- 18.4 The Supplier shall notify UKRI as soon as practicable of any change of control as referred to in clause 18.3(d) or any potential such change of control.
- 18.5 In addition to the Supplier's statutory rights, the Supplier may terminate the Contract by written notice to UKRI if UKRI has not paid any undisputed invoice within 90 days of it falling due.
- 18.6 Termination or expiry of the Contract shall be without prejudice to the rights of either Party accrued prior to termination or expiry and shall not affect the continuing rights of the Parties under clauses 2, 3.2, 3.3, 8, 11, 12.1, 13, 14, 15, 16, 18.7, 19.4, 20.3, 21 and 22.9 and any other term or condition of the Contract that either expressly or by implication has effect after termination.
- 18.7 Upon termination or expiry of the Contract, the Supplier shall:
- (a) give all reasonable assistance to UKRI and any incoming supplier of Goods and/or Services; and
 - (b) return all requested documents, information and data to UKRI as soon as reasonably practicable.

19 COMPLIANCE

- 19.1 The Supplier shall promptly notify UKRI of any health and safety hazards which may arise in connection with the performance of its obligations under the Contract. UKRI shall promptly notify the Supplier of any health and safety hazards which may exist or arise at

UKRI's premises and which may affect the Supplier in the performance of its obligations under the Contract.

19.2 The Supplier shall:

- (a) comply with the reasonable requirements of UKRI's security arrangements;
- (b) comply with all UKRI's health and safety measures;
- (c) notify UKRI immediately in the event of any incident occurring in the performance of its obligations under the Contract on UKRI's premises where that incident causes any personal injury or damage to property which could give rise to personal injury;
- (d) perform its obligations under the Contract in accordance with all applicable equality law and UKRI's equality and diversity policy as provided to the Supplier from time to time;
- (e) take all reasonable steps to secure the observance of clause 19.2(d) by all Staff; and
- (f) supply the Goods and any packaging in accordance with UKRI's environmental policy as provided from time to time.

19.3 The Goods shall be packed and marked in a proper manner and in accordance with any instructions specified in the Award Letter, any statutory requirements, and any requirements of the carriers. All packaging materials shall be considered non-returnable. The Supplier shall indemnify UKRI against all actions, suits, claims, demands, losses, charges, costs and expenses which UKRI may suffer or incur as a result of, or in connection with, any breach of this clause 19.3.

19.4 If notified by UKRI, the Supplier shall comply with, and shall ensure that its Staff shall comply with, the provisions of:

- (a) the Official Secrets Acts 1911 to 1989; and
- (b) section 182 of the Finance Act 1989.

20 PREVENTION OF FRAUD AND CORRUPTION

20.1 The Supplier shall not offer, give, or agree to give anything, to any person an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of the Contract or for showing or refraining from showing favour or disfavour to any person in relation to the Contract.

20.2 The Supplier shall take all reasonable steps, in accordance with Good Industry Practice, to prevent fraud by the Staff and the Supplier (including its shareholders, members and directors) in connection with the Contract and shall notify UKRI immediately if it has reason to suspect that any fraud has occurred or is occurring or is likely to occur.

20.3 If the Supplier or the Staff engages in conduct prohibited by clause 20.1 or commits fraud in relation to the Contract or any other contract with the Crown (including UKRI) UKRI may:

- (a) terminate the Contract and recover from the Supplier the amount of any loss suffered by UKRI resulting from the termination, including the cost reasonably incurred by UKRI of making other arrangements for the supply of the Goods and/or Services and any additional expenditure incurred by UKRI throughout the remainder of the Contract; or
- (b) recover in full from the Supplier any other loss sustained by UKRI in consequence of any breach of this clause.

21 **DISPUTE RESOLUTION**

- 21.1 The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the Contract and such efforts shall involve the escalation of the dispute to an appropriately senior representative of each Party.
- 21.2 If the dispute cannot be resolved by the Parties within one month of being escalated as referred to in clause 21.1, the dispute may by agreement between the Parties be referred to a neutral adviser or mediator (the "**Mediator**") chosen by agreement between the Parties. All negotiations connected with the dispute shall be conducted in confidence and without prejudice to the rights of the Parties in any further proceedings.
- 21.3 If the Parties fail to appoint a Mediator within one month or fail to enter into a written agreement resolving the dispute within one month of the Mediator being appointed, either Party may exercise any remedy it has under applicable law.

22 **GENERAL**

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

22.10 If any provision of the Contract is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from the Contract and rendered ineffective as far as possible without modifying the remaining provisions of the Contract and shall not in any way affect any other circumstances of or the validity or enforcement of the Contract.

23 **NOTICES**

23.1 Any notice to be given under the Contract shall be in writing and may be served by personal delivery, first class recorded or, subject to clause 23.3, e-mail to the address of the relevant Party set out in the Award Letter, or such other address as that Party may from time to time notify to the other Party in accordance with this clause.

23.2 Notices served as above shall be deemed served on the Working Day of delivery provided delivery is before 5.00pm on a Working Day. Otherwise, delivery shall be deemed to occur on the next Working Day. An email shall be deemed delivered when sent unless an error message is received.

23.3 Notices under clauses 17 and 18 may be served by email only if the original notice is then sent to the recipient by personal delivery or recorded delivery in the manner set out in clause 23.1.

24 **GOVERNING LAW AND JURISDICTION**

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

Schedule 2 -Specification

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

**Appendix A:
Specification
for
UKRI Contemporary Issues of
Environmental Science Public
Dialogue**

1. Overview of the project

The Natural Environment Research Council (NERC) Public Engagement team are aiming to procure a public dialogue project up to £108,333 (plus VAT. total cost including Vat £130,000) public dialogue. The project **will identify where public input has the most potential to shape environmental science research agendas, which contribute towards delivering the NERC Delivery Plan**. Please note the work will be conducted over two financial years starting at the latest 18th July 2022 to 31st March 2023, and 1st April 2023 to 31st August 2023. The bulk of the activity delivered will be occurring in the first financial year. **Compliant bids must be affordable. Over budget bids will be deemed non-compliant.**

The project will bring together a relevant cross-section of the UK public (ensuring good geographical spread across a range of UK regions giving a breadth of national coverage), members of the environmental science research and stakeholder community (including researchers), and NERC staff who are responsible for designing and commissioning strategy, policy, and programmes. These three groups will come together in conversation around contemporary issues of environmental science relevant to peoples' daily lives and decision making. **The dialogue must be designed to deliver at the relevant scale to which the budget allows.** By working together in innovative ways, the three categories of participants identified by NERC, will explore, and unearth where public opinion and involvement can have most impact in shaping environmental science research agendas.

Through listening to the public and using their input to shape decision making, this project is contributing towards delivering [NERC's Public Engagement with Research and Innovation strategy \[https://www.ukri.org/publications/public-engagement-with-research-and-innovation-strategy-2020-to-2025/ \]](https://www.ukri.org/publications/public-engagement-with-research-and-innovation-strategy-2020-to-2025/)

To enable delivery within the set time frame and budget, NERC welcomes the supplier to narrow the scope to within what is achievable in terms of the NERC remit topics covered, through the co-design process with the relevant stakeholder groups. Suppliers are encouraged to identify where in the process they would suggest the narrowing of the NERC remit topics for this in their applications.

What is a public dialogue? And why this approach?

Public dialogue is a process during which members of the public interact with scientists, stakeholders, and policy makers to deliberate on issues relevant to future decisions.

Public dialogue enables constructive conversations amongst diverse groups of citizens on topics which are often complex or controversial. Not only does it provide an in-depth insight into public opinion, but it also offers a window into understanding people's reasoning.

[See Sciencewise website: Public dialogues. \[https://sciencewise.org.uk/about-dialogue/what-is-public-dialogue/ \]](https://sciencewise.org.uk/about-dialogue/what-is-public-dialogue/)

NERC has identified public dialogue as the best methodology to deliver the aim of **identifying where public input has the most potential to shape environmental science research agendas** (which contribute towards delivering the [NERC Delivery Plan](https://www.ukri.org/wp-content/uploads/2020/09/NERC-250920-DeliveryPlan2019.pdf)) (<https://www.ukri.org/wp-content/uploads/2020/09/NERC-250920-DeliveryPlan2019.pdf>) for the following reasons:

- 1) NERC wishes to follow **best practice public engagement** approaches by **conducting beneficial two-way engagement** with the three identified audiences, as dialogues allow meaningful conversation between the parties (public, stakeholders – including researchers and funders), which has not been done before.
- 2) This deeper form of engagement will allow NERC to **understand not only public opinion, but the rationale behind opinion and views of environmental science**. The opinions provided will have background and context rather than simple “face-value” opinions.
- 3) Having a deeper form of engagement will allow NERC to gain **greater understanding of where publics may/may not use environmental science research evidence in their decision making** in their everyday lives
- 4) Due to the challenge of having the funder involved in the conversation, NERC believes an **open, honest, and equal opportunity conversation via dialogue is one of the most beneficial ways to bring together the three groups** and understand overlaps and/or disparities in opinion, priorities, and values.
- 5) By engaging in open multi-way dialogue, **these conversations aim to give voices to those involved, and to contribute towards ensuring that NERC funded research is relevant, and accessible** to the public, and a reflection to actual societal values.

NERC acknowledges this is a design challenge; therefore, we are looking for creative and innovative approaches to the delivery of this project.

Contemporary Issues of Environmental Science

This public dialogue will focus on contemporary issues of environmental science. Which in this instance is defined as current, modern and relatable issues with links to environmental science under [NERC's remit](https://www.ukri.org/councils/nerc/remit-programmes-and-priorities/) [<https://www.ukri.org/councils/nerc/remit-programmes-and-priorities/>] , and which the public encounter in their everyday lives and decision making.

To enable delivery within the set time frame and budget, NERC welcomes the supplier to narrow the scope to an achievable delivery level, ensuring a range of NERC remit topics are covered, through the co-design process with the relevant stakeholder groups. Suppliers are encouraged to identify where in the process they suggest the narrowing of the NERC remit topics for this in their applications.

About NERC

The [Natural Environment Research Council](https://www.ukri.org/about-us/nerc/) [<https://www.ukri.org/about-us/nerc/>] (NERC). We are funded by government to commission excellent, independent environmental science research. NERC is the UK's main agency for funding and managing research, training, and knowledge exchange in the environmental sciences. Our work covers the full range of atmospheric, Earth, biological, terrestrial, and aquatic science, from the deep oceans to the upper atmosphere and from the poles to the equator. We coordinate some of the world's most exciting research projects, tackling major issues such as climate change, environmental influences on human health, the genetic make-up of life on Earth, and much more. NERC is part of [UK Research & Innovation](https://www.ukri.org/), [<https://www.ukri.org/>] a non-departmental public body funded by a grant-in-aid from the UK government.

NERC Public Engagement

As the UK's largest funder of independent environmental science, we have a responsibility to engage society with the science we fund. **To maximise the impact of the research we fund, we want to meaningfully engage and involve public groups with current environmental science which has relevance to all our daily lives.** By listening to, engaging, and involving the public, we aim to fund the best environmental science relevant to society, to enable informed, evidence-based decisions to be made by all.

NERC's [current strategy for public engagement with research and innovation](https://www.ukri.org/publications/public-engagement-with-research-and-innovation-strategy-2020-to-2025/) [<https://www.ukri.org/publications/public-engagement-with-research-and-innovation-strategy-2020-to-2025/>] , is guided by five objectives, of which the fifth is most relevant to this specification:

1. To build the capacity of our researchers to engage.
2. To promote engaged research.
3. To convene public debate about contemporary issues in environmental science.
4. To inspire public audiences with environmental science.
5. **To listen to the public through public dialogue to inform NERC.**

NERC Delivery Plan

The Natural Environment Research Council (NERC) is currently delivering to our [Delivery Plan 2019](https://www.ukri.org/wp-content/uploads/2020/09/NERC-250920-DeliveryPlan2019.pdf) [<https://www.ukri.org/wp-content/uploads/2020/09/NERC-250920-DeliveryPlan2019.pdf>]. The Delivery Plan, which is due for refresh in 2022, articulates our ambitions for the future. NERC is an increasingly agile organisation, whilst maintaining the long view needed to successfully find solutions and ensure the environmental science sector has the talent and infrastructure required to outpace the challenges confronting us. The 2019 Delivery Plan demonstrates how we balance and deploy these approaches with our partners.

The 2019 Delivery Plan outlines the research and innovation priorities to which we are currently working towards:

- 1) Environmental solutions
- 2) Pushing the frontiers of understanding
- 3) Productive environment

- 4) Healthy environment
- 5) Resilient environment
- 6) Digital environment
- 7) Global environment
- 8) Best environment for research and innovation

2. Aims & Objectives

2.1. Aim

The creation and delivery of a public dialogue which **will identify where public input has the most potential to shape environmental science research agendas**, which contribute towards delivering the NERC Delivery Plan.

To enable delivery within the set time frame and budget, NERC welcomes the supplier to narrow the scope to an achievable delivery level, ensuring a range of NERC remit topics are covered, through the co-design process with the relevant stakeholder groups. Suppliers are encouraged to identify where in the process they suggest the narrowing of the NERC remit topics for this in their applications.

NERC acknowledges this is a design challenge; therefore, we are looking for creative and innovative approaches to the delivery of this project.

2.2. Project Objectives

- 1) To bring together NERC representatives, including those responsible for designing and commissioning strategy, policy, and programmes, environmental science researchers and representatives from public groups, **to co-design equitable dialogue workshops and influence relevant level of project delivery approach**. An iterative co-design approach must be taken.
- 2) The project must deliver **a minimum of 3 dialogue workshops (per group), with a minimum of 100 members of the public across the UK over the lifetime of the project**. Dialogue workshops must also **engage a minimum of 30 members of the environmental science stakeholder community**, including NERC funded environmental science researchers, and engage a **minimum of 10 NERC head office staff**.
- 3) Dialogue workshops must be, two-way, and innovatively* delivered to bring together NERC representatives, environmental science researchers, representatives from public groups, and wider environmental science stakeholders. Together these groups will **discuss shared understanding of environmental science, identify overlapping agendas and motivations around environmental science, and how public opinion can help shape research in contemporary issues** of environmental science.

* innovatively in this instance means using a creative approach to design and deliver dialogue workshops and the project as a whole. This approach should take care to not disregard any tried and tested mechanisms that work well. Innovation should not be included unnecessarily but features where it can make relevant impact on delivery of the project.

- 4) **High quality evaluation and report outputs must be created for sharing in the public domain, focusing on providing actionable recommendations** as to where public input has the most potential to shape environmental science research agendas, which may then contribute towards delivering the NERC Delivery Plan.

2.3. Project outputs

- 1) Independent* reflection report focusing on evaluation of the project design and delivery approach, including to what extent the project has met NERC's objectives. This report must capture **quantitative and qualitative information**, and provide learnings for future public dialogue projects across the sector, including reflections on the co-design process, and learnings from the combination of representatives involved within this project (publics, stakeholders and funding body staff).

*in this instance independent means a separate organisation that will conduct the evaluation, so who is not part of the core delivery team, nor hosted by any of the core delivery teams institutions.

- 2) Consolidation report covering workshop findings. This will ultimately answer the question 'Where can public input have the most potential to shape environmental science research agendas?', which will contribute towards delivering the NERC Delivery Plan.
The consolidation report will identify:
 - a. **The similarities, differences and any overlaps in opinions and values between the public groups, NERC decision makers and environmental science stakeholders** (including researchers) in relation to environmental science agendas and contemporary issues. **This must include identification of key rationale points behind opinions / values** from the various groups involved.

- b. A **summary of recommendations of key areas where NERC could consider** the use of public opinions to shape agendas and priorities which deliver the NERC Delivery Plan
- c. An overview into which contemporary issues of environmental science have **most public interest and which public groups are interested in which topics.**
- d. Areas where **the dialogue project facilitates public input in a substantial manner, meaning the output generated can be readily used in directly shaping a research project or programme** (removing the need to consult with publics again).

3. Background to the Requirement

3.1. NERC Public engagement

As outlined in NERC's [current strategy for public engagement with research and innovation](https://www.ukri.org/publications/public-engagement-with-research-and-innovation-strategy-2020-to-2025/), under the strategy area "**To listen to the public through public dialogue to inform NERC**" the goal is that "*NERC processes will be informed by societal concerns and aspirations. NERC, researchers and stakeholders will consult, listen and respond to diverse perspectives to provide insights to meaningfully shape future research programmes and increase impact.*"

We aim to achieve this by "*deliver[ing] public dialogue activities to receive input from the public and ensure that our science considers societal concerns and interests, whilst continuing to listen to our researcher community.*"

Strategically, our measure of success will be that "*NERC can demonstrate how it has listened to public concerns and aspirations in how it sets future strategy and research programmes. Where we fund public dialogue, this will have measurable outcomes of how it has contributed to research programme direction.*"

3.2. Previous NERC public dialogues

To help achieve the strategy, the NERC Public Engagement team has previously conducted two public dialogues focusing on the Delivery Plan Areas of *Digital Environment* and *Healthy Environment*.

The successful supplier must familiarise themselves with these previous projects and design the delivery from the learnings and recommendations previously produced.

Digital Environment public dialogue:

See **Appendix 2.1** – Digital Environment public dialogue: REPORTS_Digital Environment evaluation report FINAL (1).pdf
and

Appendix 2.2 – Digital Environment public dialogue: REPORTS_Digital Environment HVM Dialogue Report FINAL (1).pdf

Healthy Environment public dialogue (in collaboration with UK Research & Innovation public engagement team) :

[Diverse views on healthy environment outlined in report.](https://www.ukri.org/news/nerc-report-offers-diverse-views-on-healthy-environment-research/) (News item) [<https://www.ukri.org/news/nerc-report-offers-diverse-views-on-healthy-environment-research/>]

[Diverse perspectives on healthy environments: how community engagement is shaping research.](https://medium.com/@UKRI/diverse-perspectives-on-healthy-environments-how-community-engagement-is-shaping-research-b44ad8c02089) (Blog) [<https://medium.com/@UKRI/diverse-perspectives-on-healthy-environments-how-community-engagement-is-shaping-research-b44ad8c02089>]

[Healthy Environments, diverse perspectives report](https://www.ukri.org/publications/healthy-environments-diverse-perspectives/) [<https://www.ukri.org/publications/healthy-environments-diverse-perspectives/>]

3.3. Roles and responsibilities

The supplier must work closely with the NERC Public Engagement team programme managers, who sit in NERC head office Corporate Affairs directorate.

The **core and majority of responsibilities for delivering the project must be met by the supplier**, however, NERC public engagement programme managers will enable and support delivery of the project in the following ways:

- Being the first point of contact for the supplier team with all delivery questions throughout the lifetime of the project
- Provide guidance on scope and remit decisions within the delivery of the project
- Facilitate access with specific functions and contacts within UKRI and NERC including the communications team, heads of science areas and other programme managers involved in the project

- NERC public engagement team hold all budgetary sign off responsibility
- Leading on recruitment and logistics of the advisory group for the project; however, the supplier must run and engage with the advisory group
- Management of relationship with stakeholders to engage with the group including NERC head officer staff, **however they are not responsible for the recruitment and management of relationships with public groups**

3.4. Other requirements

Suppliers must be aware that if successful, and dependent on the nature of their proposed project, they may be required to complete additional work to enable safe and compliant delivery with UKRI requirements etc. This may include relevant data protection documents, checks on supplier data management approach, working with the procurement team to be set up as supplier etc. These must be completed before the start of the project, so therefore the successful tender bid should incorporate this requirement into their project planning.

4. Scope

The dialogue will focus on contemporary issues of environmental science. Which in this instance is defined as current, modern, and relatable issues with links to environmental science under NERC's remit which the public encounter in their everyday lives and decision making.

The environmental science focus for this dialogue will initially focus on all areas within [NERC remit](https://www.ukri.org/councils/nerc/remit-programmes-and-priorities/) [<https://www.ukri.org/councils/nerc/remit-programmes-and-priorities/>] including both science areas, and areas relevant to NERC's role as a commissioner and funder, and must be designed to identify where public engagement can shape delivery of ambitions in the [NERC Delivery Plan 2019](https://www.ukri.org/wp-content/uploads/2020/09/NERC-250920-DeliveryPlan2019.pdf). [<https://www.ukri.org/wp-content/uploads/2020/09/NERC-250920-DeliveryPlan2019.pdf>] Please note this is due for refresh in 2022.

To enable delivery within the set time frame and budget, NERC welcomes the supplier to narrow the scope to within what is achievable in terms of the NERC remit topics covered, through the co-design process with the relevant stakeholder groups. Suppliers are encouraged to identify where in the process they would suggest the narrowing of the NERC remit topics for this in their applications.

4.1. What can this dialogue shape within the delivery of NERC's Delivery Plans?

NERC understands that to allow for a public dialogue to be meaningful and impactful, it needs to actively feed into the decision-making processes and be used as priority setting evidence that NERC draws from. With this in mind, NERC has identified that influencing the delivery and design of our Delivery Plans, is one of the most impactful ways in which to use public dialogue.

In relation to what this dialogue can shape within the delivery of NERC's delivery plans, we have identified the following:

- **Unearthing areas of highest public interest within NERC priority science areas** (e.g., healthy environment, productive environment, resilient environment, digital environment... etc.) **and understanding the rationale behind this interest.** This should also identify and understand where the public may/may not use environmental science evidence in their decision making. This must also include public areas of interest and opinions mapped against those of NERC staff and environmental science research stakeholders.
For example: if the public identify hyper-local air quality as a priority area for NERC funding, the dialogue should gain an understanding as to why this is their priority for future investments. The dialogue report should highlight how these opinions align, or don't align, to NERC and wider stakeholder opinions.
- **Identifying and understanding the most appropriate ways which public opinion can input into NERC decision making.** This must identify the best time for public input within the research lifecycle of environmental science research funding, the appropriate methodologies of public input, as well as the remit of power public opinion has in that instance.
For example: Understanding where in the research lifecycle is the best to have public input and type of input. This could be having public dialogues with NERC staff to identify key themes for funding under new science areas or having a community panel to advise on engagement approaches within science grants which will go to grant panel assessment.
- **Informing the delivery of NERC's commitment as a responsible funder and facilitator of environmental science research.** The evidence this dialogue must capture can help inform the way in which NERC delivers and funds environmental science. The **dialogue report must capture a proportionate recommendation** of what can be influenced with the restrictions of our operations.
For example, this could include the scope and delivery of future research funding opportunities, how we continue working on helping deliver diversity, equity and inclusion commitments and a diverse and inclusive

STEM pipeline. This could also include acting as a responsible custodian of public funds when commissioning large infrastructure projects.

4.2. What can this dialogue shape within environmental science?

As the UK's largest funder of environmental science research, NERC understands its role as a leader for the sector, and therefore appreciates the impact and influence which our Delivery Plan and outcomes of this dialogue may have on the wider sector.

NERC also identifies its role in providing relevant insight into the public, as previously conducted via the [ComRes Public Attitudes research](https://comresglobal.com/polls/rcuk-nerc-public-insight-survey/) [<https://comresglobal.com/polls/rcuk-nerc-public-insight-survey/>]

In relation to what this dialogue can shape within environmental science, NERC has identified the following:

- **Exploring of public understanding of environmental science.** This must include a summary understanding of what public groups define as a contemporary issue of environmental science. The dialogue should provide a classification breakdown of what publics deem to be / not to be an issue of environmental science.

For example: The dialogue report must identify the areas which the public deem to be contemporary issues of environmental science. This should include comparison of alignment or difference with that of NERC decision makers and the wider environmental science community.

- **Understanding of how public groups define the scope of environmental science.** This includes identification of other non-NERC remit areas which environmental science touches which the public deem important. This must include a focus on the public's understanding of the relationship environmental science has to their everyday lives.

For example: The dialogue report must summarise an understanding on areas which environmental science touches which the public deem as important, this should include examples such as human health, and/or arts engagement. This should also provide an understanding in which of these areas' publics make evidence-based decisions. An example could be air quality and human health, and the decisions people make in relation to air fresheners in their home or local traffic policies near their homes and/or schools.

- **Reflecting upon the areas of environmental science research which publics value and trust.** This must include an understanding of the rationale as to why the publics value the identified areas, and an understanding of what areas are most valued. Trust should also be measured; what areas are most trusted and why.

For example: The dialogue report should identify what areas of research are most valued and trusted by members of the public and why. The report should make clear how this aligns with opinions of the wider environmental science stakeholder community.

- **Sharing of best practice and learnings from the public dialogue engagement activities.** This must include focus upon how best to use dialogues in an agenda setting way. The focus for this should be around lessons learnt in relation to how public opinion can shape objectives at an organisational level, as well as how power imbalances have been removed from the dialogue conversations.

For example: The dialogue report should focus upon sharing information regarding the success and lessons learnt regarding the methodologies and other design approaches for this challenge.

4.3. Audience focus

NERC aligns to the [National Coordinating Centre for Public Engagement \(NCCPE\) definition of public\(s\)](https://www.publicengagement.ac.uk/about-engagement/who-are-public); [<https://www.publicengagement.ac.uk/about-engagement/who-are-public>] as anyone beyond academia.

On a scale suitable to the provided budget, the supplier must engage with a broad diversity of demographics across the UK, and views on environmental science to ensure a broad range of experiences and perceptions, as outlined in [Climate Outreach's Seven Audience Segmentations](https://climateoutreach.org/britain-talks-climate/seven-segments/) [<https://climateoutreach.org/britain-talks-climate/seven-segments/>] .

For this dialogue project, engagement with public audiences must include:

- Some engagement with pre-existing audiences which NERC already engages with. **For example:** local community groups interested in climate change, school groups, science centres, British Science association etc.
- The majority of engagement must focus upon audience groups who will push the boundaries of previous engagement with public groups under [NERC's Public Engagement strategy](https://www.ukri.org/publications/public-engagement-with-research-and-innovation-strategy-2020-to-2025/). [<https://www.ukri.org/publications/public-engagement-with-research-and-innovation-strategy-2020-to-2025/>]

For example,* this could include:

- groups from formal institutions who are not usually engaged, e.g., young offenders' institutes, vocational education establishments, etc.
- social groups of varying ages whose shared interests lie beyond the environment e.g., new parent support groups, exercise and wellbeing groups, Women's Institutes (WI) etc.
- groups whose main shared interests is faith based e.g., faith-based community groups etc.
- organisations/groups who support demographics not usually represented in conversations around environmental science, **for example:** ethnic minorities, including white minority groups. etc.

*please note NERC will not be awarding the dialogue based on these groups' involvement or not, these are examples of what these groups may look like. NERC **will** however be awarding the tender based on the diversity of audience groups the supplier proposes to engage with.

When engaging with public groups for this project NERC's (ranked) priorities are:

- A diversity of audience groups which NERC has previously not engaged with
- Geographic spread of public groups, ensuring representation cross England, Scotland, Wales, and Northern Ireland
- Use of [Climate Outreach's Seven Audience Segmentations](https://climateoutreach.org/britain-talks-climate/seven-segments/) [<https://climateoutreach.org/britain-talks-climate/seven-segments/>] ensuring a range of views on environmental science
- Audiences who are most vulnerable to environmental change (on the assumption they're already engaged in environmental science)

4.4. Why these audiences?

NERC has identified the above audiences as the focus for this engagement for a variety of reasons, with the diversity of publics engaged through the dialogue we want to facilitate conversation between publics, NERC and environmental science research stakeholders which would not otherwise happen. NERC is interested in this audience approach because:

- NERC wants to engage beyond audiences who are traditionally already engaged with environmental science research. By engaging with these groups NERC aims to bring in a greater diversity of voices and opinions to facilitate a more realistic and inclusive range of audiences engaged, and therefore opinions, priorities and rationale captured in the dialogue.
- By reaching audiences who NERC doesn't usually engage with, we aim to bring in new, challenging, innovative and diverse opinions into the conversation to challenge our ways of thinking and decision making.
- Using Climate Outreach's 7 audience segments we are not only focusing on engaging with diverse audiences, but deliberately encouraging a diversity of views to challenge us in our thinking and ensure that the outcomes of the dialogue are representative of a cross section of the UK public, not just those who may already be educated in and engaged with environmental science research.

When talking about diversity in this instance, NERC refers to bringing in a wide range of people to contribute their talent, skills, opinions, values, lived experiences, personality, and agency to furthering the excellence of environmental science and help us understand, predict, and tackle many of society's most pressing challenges.

4.5. Other audience information

Where possible and deliverable within budget, NERC welcomes proposals with sampling criteria which allows comparison between different locations, **for example**: an inner-city area with little access to green space, a rural area, and a coastal area.

NERC requires the successful project to as a **minimum, reach a participation level of 100 members of the public**, which could be split into groups to make facilitated dialogue more manageable.

Proposals must also outline how they will involve participants who are likely to be less engaged in the natural environment and environmental science.

We invite potential suppliers to suggest their approach for sampling, recruitment, and facilitation of group discussions in their responses. A final decision on recruitment criteria will be made by NERC in consultation with the dialogue supplier and the advisory group.

4.6. Equitable delivery

Delivery of this project must be designed and implemented in a way which takes diversity, equity, and inclusion (DEI) and local and national perspectives into consideration. Incorporating fair recognition of interests and incentives of all partners.

Delivery in an equitable manner will see the project delivering in the following ways:

- Adhering to [NERC's Responsible Business statement](https://www.ukri.org/about-us/nerc/our-policies-and-standards/nerc-as-a-responsible-business/) [<https://www.ukri.org/about-us/nerc/our-policies-and-standards/nerc-as-a-responsible-business/>]
- Best practice public engagement approaches including paying publics for their contribution, and where possible removing barriers to involvement
- Focus on ensuring the co-design processes are engaging, relevant and beneficial to all involved, taking care to mitigate power imbalances which may occur
- Ensure cross-stakeholder collaboration, combining diverse sources of knowledge and incorporating local knowledge and embedding solutions in local contexts (removing 'knowledge hierarchies' and recognising importance of local narratives). Embedding fairness, transparency, accountability, mutual responsibility, mutual trust, and mutual benefit into the project.

4.7. Anticipated approach to deliverables

NERC anticipates this project to deliver as outlined below, however, this approach is not mandatory, and NERC are open to alternative iterative and agile delivery methods.

- Tender close and project start
- Project kick off and co-design workshops (iterative approach)
- Core dialogue workshops (minimum of 3 per group)
- Consolidation of findings and evaluation report writing
- Final findings and reports published

4.8. Evaluation

The successful supplier for this project must conduct all relevant areas of evaluation, taking into consideration best practice public engagement evaluation approaches, see the [NCCPE's website for information on best practice evaluation](https://www.publicengagement.ac.uk/do-engagement/evaluating-public-engagement/). [<https://www.publicengagement.ac.uk/do-engagement/evaluating-public-engagement/>].

The successful project team must include an independent evaluator for the project. In this instance independent means the evaluator will not be employed by the same organisation as the main delivery team and will not be involved in the core delivery of the project apart from evaluation input, guidance, and reporting.

The evaluation report (which must be separate to the recommendation and dialogue learning report) must be designed and communicated in such a way to highlight learnings from the project to inform future dialogue delivery, as well as being relevant to the wider environmental science research and public engagement communities. Care must also be taken to not only evaluate the methodology, but also capture relevant feedback and learnings from; the public groups

engaged, NERC staff, stakeholders, the project delivery team and any relevant partners and NERC public engagement programme managers. Please note the evaluation report has also been referred to as the reflections report in this specification.

4.9. Advisory group

NERC requires this project to consult with an advisory group at relevant times for the duration of this project. NERC Public Engagement team will work with the successful supplier to source advisory group members and handle the logistics for the advisory group meetings. The supplier must lead the advisory group sessions and create the agendas, deliver updates on the project, and lead any discussions and workshop elements etc.

4.10. Budgetary breakdown

Suppliers must provide an appropriate breakdown of how the budget will be used to deliver the project. When providing cost breakdowns and aligning budgets to different work package deliverables, suppliers are reminded that this must be done in a considerate manner and in line with [managing public money guidance](https://www.gov.uk/government/publications/managing-public-money). [<https://www.gov.uk/government/publications/managing-public-money>]

Other elements to consider are:

- Costings for travel and subsistence must be in line with [UKRI's Travel and Subsistence Policy](https://www.ukri.org/wp-content/uploads/2020/10/UKRI-081020-TravelAndSubsistencePolicy.pdf). [<https://www.ukri.org/wp-content/uploads/2020/10/UKRI-081020-TravelAndSubsistencePolicy.pdf>]
- Budget and delivery milestones must be detailed and provide associated staged payment details. **For example:** £XXX required by 31st March 2023 for delivery of A,B and C
- As a minimum budget provided must cover paying for public groups time on the co-design element, as well as reimbursement for publics involvement in dialogue workshops
- As a minimum, the budget provided must cover researcher involvement in the co-design project
- Budget is not required to cover the time and involvement of; advisory group members, stakeholders, or any NERC and UKRI staff involved.

4.11. Project management and delivery teams

The day-to-day management of the project must be conducted by the core supplier team. It is acceptable for some elements of project management to be run by any named collaborators and/or subcontractors on the project. NERC also understands and welcomes that some dialogue projects are best delivered by a diverse project team consisting of a number of collaborators and sub-contractors. NERC welcomes applications whose delivery teams reflect this approach, but it is not compulsory.

4.12. Dialogue design

NERC are open to the approach to dialogue design and will be looking at the quality and rigor of the approach in the suppliers' responses to the invite to tender. NERC expects project delivery to be well thought out, resourced, and led by the appropriate specialists. Care must be taken to ensure design and delivery plans take into consideration school holidays, religious events, public holidays and other appropriate events and timelines related to the audience groups engaged with.

We acknowledge the dialogue delivery should be agile and iterative in approach, taking into consideration the budget available, and the geographical spread required to meet the scope requirements. Suppliers must be clear about how and why they are taking their proposed approach across the delivery of the dialogue. NERC is open to delivery being fully in person, hybrid or fully digital, but the supplier must outline the rationale for the delivery approach.

The supplier must design and deliver the dialogue in an inclusive manner, e.g., ensuring all accessibility requirements are met for engagements e.g., having British sign language interpreters, information available in Braille, or if digital delivery is the proposed method; ensuring that all participants (for instance, those with low digital skills or with poor internet connection or no access to technology and internet) are still able to take part. Projects which NERC deem to not be inclusive will be required to make suitable changes upon the awarding of the contract and/or not be awarded the contract at all.

4.13. Communication plan

Suppliers must provide clear, engaging, and accessible communications of dialogue outcomes, and provide results, learnings, and benefits from the activity in a format that can be used and communicated to NERC staff, environmental science researchers, relevant stakeholders, and members of the public. This may include a report that makes use of infographics, data visualisations or images. This should also be accompanied by a short, stand-alone summary of the findings.

Towards the end of the project, NERC requires the dialogue contractor to organise a succinct policy briefing, or a stakeholder workshop, to share the findings of the public dialogue with NERC staff and to discuss how best to use the outcomes from the dialogues.

Any press, media and/or marketing related to the recruitment of participants, sharing of resources and outcomes etc. must be led by the successful supplier and where appropriate supported by NERC communications team. All external facing material must be presented to NERC Public Engagement Programme managers for sign off, and where appropriate sign off by the UKRI communications team.

For example: the supplier should write press releases and publish on their own website and channels. NERC, where appropriate, may also choose to publish news items on our website, and/or support via social media.

4.14. Initial interviews and intelligence gathering

The successful supplier will need to carry out initial intelligence gathering with internal and external stakeholders as part of the project. This could include a set of familiarisation interviews with NERC Public Engagement Programme Managers, and a familiarisation meeting with relevant teams/individuals within NERC.

4.15. Development of stimulus materials

The successful supplier must develop accessible and engaging stimulus materials and workshop methods to ensure participants have adequate information and time to deliberate on the relevant issues around NERC funded research. These materials should draw participants attention to the interdisciplinary nature of environmental science.

A key challenge for the design of a dialogue on NERC’s portfolio of environmental science will be how to condense a broad and interdisciplinary portfolio of research into something which participants can understand and engage with.

The chosen supplier must draw on scientific and NGO analysis when developing stimulus materials, to ensure they are balanced and draw on different perspectives. **Any stimulus materials must be signed off by NERC public engagement programme managers prior to use.** Please note the project timeline must allow time for science area specialists within NERC to also review these if relevant.

5. Requirement

5.1. Key Performance Indicators

NERC’s measurement if this project has succeeded or not, will be measured against the below key performance indicators:

Objectives	KPI / measurement of success
Bring together NERC representatives responsible for designing and commissioning strategy, policy, and programmes, environmental science researchers and representatives from public groups, to co-design equitable dialogue workshops and influence relevant level of project delivery	<ul style="list-style-type: none"> • NERC representatives and supplier work together for initial co-design sessions – NERC representatives find this process beneficial. NERC representatives feel listened to and that the dialogue outputs will be useful and of benefit to their work • Co-design sessions take place with members of the public and wider stakeholder groups. They find the

<p>approach. An iterative co-design approach must be taken.</p>	<p>process beneficial and feel that the designed dialogue approach is of benefit to them and captures their needs and interests</p> <ul style="list-style-type: none"> • Dialogue design and process adheres to NERC's Responsible Business statement [https://www.ukri.org/about-us/nerc/our-policies-and-standards/nerc-as-a-responsible-business/] and best practice public engagement to ensure it is inclusive and equitable – measuring to what extent the dialogue met this will be captured in the evaluation report
<p>The project will deliver a minimum of 3 dialogue workshops (per group), with a minimum of 100 members of the public across the UK over the lifetime of the project. Dialogue workshops must also engage a minimum of 30 members of the environmental science stakeholder community, including NERC funded environmental science researchers.</p>	<ul style="list-style-type: none"> • Delivery of a minimum of 3 dialogue workshops as repeat interventions with groups • A minimum of 100 members of the public across the UK are engaged via dialogue workshops • A minimum of 30 members of the wider environmental science research stakeholder community (including NERC funded researchers) take part in dialogue workshops • Dialogue workshops include a cross-section of the UK public, including geographical spread • Evaluation data will be captured and the extent to which this has been met will be covered in the evaluation report
<p>Dialogue workshops must be, multi-way, and innovatively* delivered to bring together NERC representatives, environmental science researchers, representatives from public groups, and wider environmental science stakeholders. Together these groups will discuss shared understanding of environmental science, identify overlapping agendas and motivations around environmental science, and how public opinion can help shape research agendas in contemporary issues of environmental science.</p> <p>* innovatively in this instance means using a creative approach to design and deliver dialogue workshops</p>	<ul style="list-style-type: none"> • Dialogue workshops are designed to facilitate multi-way engagement, therefore those who take part (from all engagement groups) feel their opinions and values are listened to in the dialogue workshops, find the workshops of value, and beneficial to them, feel they have a stake and ownership on the outcomes of the dialogue including recommendations to NERC • Report (and therefore workshop engagements) will be able to provide a clear breakdown of where agendas of dialogue attendees overlap, and an understanding of the motivations/rationale for the importance given to the topics. • The dialogue report will be able to answer where and how public opinion can help shape research agendas in contemporary issues of environmental science • Dialogue workshops will be described as innovative, engaging, interesting and informative by attendees
<p>High quality evaluation and report outputs must be created for sharing in the public domain, focusing on providing actionable recommendations as to where public input does have the most potential to shape environmental science research agendas which will contribute towards delivering the NERC Delivery Plan</p>	<ul style="list-style-type: none"> • Production of an evaluation report, suitable for sharing in the public domain • Production of an output report covering the findings of the dialogue, suitable for sharing in the public domain • The output report should cover an actionable list of recommendations, feedback from NERC representatives and environmental science research stakeholders should reflect the usefulness of the list in their planning and decision making • Both the reports should answer where does public input have the most potential to shape environmental science

	research agendas which contribute towards delivering the NERC Delivery Plan
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5.2. Diversity, Equity, and Inclusion (DEI)

As well as the key requirements set out in the UKRI contract, tender bids must consider how they will address specific needs related to DEI, Diversity, Equity, and Inclusion. Suppliers must consider the accessibility requirements of people involved in the project, to ensure there are no barriers to participation and NERC engagement activity e.g., wheelchair accessibility of venues, subtitles, British Sign Language (BSL) and translation where appropriate etc.'

As part of this successful projects must:

- Ensure Diversity, Equity, and Inclusion (DEI) consideration are integrated within the project to ensure the processes are fair and do not present barriers to participation or disadvantage any protected groups from participation or engagement.
- Ensure diverse and inclusive imagery is used to increase the representation of people of different races, gender identity, socio-economic status, age, disability, sexual orientation, culture, and more within environmental science.
- Ensure effective engagement with a broad range of communities, to bring in a greater diversity of voices and opinions to facilitate a more realistic and inclusive range of audiences engaged.

5.3. Sustainability

Applications must also consider the sustainability of the project, in-line with [NERC's current approach \[https://www.ukri.org/about-us/nerc/our-policies-and-standards/business-performance/\]](https://www.ukri.org/about-us/nerc/our-policies-and-standards/business-performance/): sustainability for NERC is all about creating and nurturing an environment and culture in which social, economic and environmental responsibility is embedded, balancing the needs of the NERC community and our stakeholders, including immediate needs and those of future generations.

6. Timetable

Delivery timeline:

- 18th July 2022 latest start date for the project
- 1st March 2023 invoice provided to NERC for the work done and to be completed up until 31st March 2023
- 31st August 2023 all work completed by and final invoice sent to NERC

Budgetary breakdown/timeline:

18th July 2022 (latest) to 31st March 2023 up to £85,000 including VAT

1st April 2023 to 31st August 2023 up to £45,000 including VAT

Please note there is no scope for budgetary change and therefore the proposed projects must deliver to the budgetary breakdown provided.

7. Additional Guidance Notes

7.1. Service Conditions and Environmental Factors

If the environment in which the required supplies or services will operate or be located is likely to impact on outcome, design or performance, the specification must explain those factors. If there are constraints imposed by users, the specification must also explain the nature of these limitations e.g., site access time / dates to site for deliveries.

Environmental factors may include:

- Operating and storage conditions
- Availability of energy and other services
- Intended use of products and ergonomic requirements
- Personal safety considerations
- Servicing or maintenance requirements or limitations
- Organisational policy (current / future required accreditation)
- Environmental certification requirements (Incl. 3rd party)
- Sustainability requirements e.g., compliance with regulations (WEEE directives)

