Universities UK

Concordats and Agreements Review: Phase Two

29 March 2022

Prepared by Daniel Wake, Policy Manager, Universities UK

This specification invites tenders for a project to facilitate and support the representative stakeholders from the research and innovation community to come together and to reflect on and engage with Phase 1 insights on the coverage, adoption and influence of concordats and agreements and explore future-orientated alignment for increased influence, capacity, and efficiency on UK research cultures and environments.

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

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

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

<u>Strategic aims 2018-23</u>**: together with our members we aim to create a future in which:**

Anyone with the will and potential to succeed, regardless of their background, has the **opportunity** to transform their lives through accessing an outstanding learning experience at a UK university.
UK universities are demonstrably world-leading in the production and application of knowledge and skills through research, teaching and innovation, evidencing significant economic, social, cultural and civic **impact** and contributing materially to national wellbeing.

society, UK universities benefit from widespread public **trust** and political support.
UK universities are **global** leaders in international education and research, educating a significant proportion of globally mobile students, demonstrating high impact international research collaboration, and achieving increases in outwardly mobile students and students registered on UK programmes overseas.
UK universities are free to make **autonomous** decisions and adopt strategies according to their diverse missions and the needs of their students and communities, while taking collective responsibility for the quality of leadership and governance in higher education and benefiting from stable and sustainable funding that enables them to maximise their positive impact.

1. Background

Concordats and agreements are a significant part of the landscape of frameworks and practices which shape the culture(s) and environment(s) in which UK research takes

particular challenges and opportunit[...] can address different stakeholders of the R&I system. Some are international state[...] principles, others such as sector concordats are UK-specific. They have rather d[...] fragmented approaches to engagement and oversight, different levels of maturity [...] be perceived to be overlapping in scope. Each have different ways to promote [...] and share good practice, and have a varied approach to monitoring their take-up [...] or administrative requirements.

The UK Government, in its 2021 Pe[...] Culture Strateg[...] d th[...] *development of a more inclusive an[...] ing research cu[...] r[...] w of existing concordats and accreditatio[...] ure that they d[...] ange while minimising bureaucracy"*

[...]ission[...] niversities UK, [...] ch and Innovation (UKRI) and the Wellcome Trust. Thi[...] gathered insigh[...] ovided the first ever snapshot[2] of the collective effect co[...] and agreements[...] research culture(s) and environment(s) in the UK. The c[...] ning partners [...] been engaging with the BEIS Independent Review of Re[...] ureaucracy tea[...] re examining how *"concordats within UK higher educa[...] be streamlined [...] de less burdensome".* Their Interim Report[4] was published [...] ry 2022.

The key findings from the concordat[...] reements lands[...] iew project (Phase 1) highlighted:

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[1] https://www.gov.uk/government/publications/research-and-development-rd-

It is a complex landscape with limited homogeneous experience of both the initiatives, as well as culture/environment, across institution types or roles. This means different institutions and people experience the concordats in different ways
It   difficult to evidence direct impact of the initiatives on research culture as they
                                                                        Because of the
diversity within the initiatives and how they were implemented, pinpointing their direct impact on research culture is difficult
The report explicitly acknowledges that the initiatives do have an impact and role to play. For example, facilitating discussion on sensitive subjects and engaging senior leaders
The Impact of the initiatives comes as much from how organisations put them into effect as it does the initiative requirements themselves. The organic development of the initiatives as a collective is matched with equally organic implementation across organisations
No obvious overlap between aims was found, but collectively they can create administrative burden. Tracking both initiative and institutional progress for each initiative can also be administratively challenging
There   a clear call from both initiative owners and implementers to explore potential alignments to help reduce burden and coordinate reporting.

There is, therefore, an opportunity for the research community and other stakeholders to come together to reflect on and engage with these insights and explore future-orientated alignment for increased influence, capacity, and efficiency. This would also be an occasion to discuss how the community best sets and meets expectations about the culture(s) and environment(s) in which UK research takes place, while ensuring unnecessary bureaucracy is minimised. Research takes place in many settings in the UK, but the primary focus of this work is on academic research in settings largely supported by public

potential solutions, codesigning a roadmap to deliver these activities.

Objectives

UUK seeks to commission consultants to:

1. Plan a set of activities to enable multidimensional insights from the research community (e.g., researchers, research managers, senior leaders, funders etc.), owners and champions, and other stakeholders such as industry, the public and third sectors and global partners to:

   Bring together and synthesise up to date insights, including for example the

   for increased influence, capacity, and efficiency or challenge where appropriate, the key findings from the Phase 1 report. These can include evidence/insights on how expectations about the research culture and environment are set and met, and how learning about this is shared and used to improve the sector
   Facilitate workshops to support representatives of the community/stakeholders to reflect on these insights, surfacing themes, challenges, and opportunity areas esentatives to understand the complexity of topics, research settings, concordats, and agreements, etc, in considering any future scenarios
   Facilitate workshops to explore these opportunity and challenge areas, agreeing on any possible future scenarios, generating ideas and explore potential solutions for increased influence, capacity, and efficiency taking a systems view,

   and refine potential solutions, co-designing a roadmap to deliver these activities.

2. Organise and deliver the activities, including preparation of materials and liaison with any third-party organisations hosting events as a part of this project, in a way that enables open, safe, collegiate discussion. Efforts must align with inclusive practices which ensures a diverse range of voices and perspectives are invited, enabled, and heard, across career stages, roles, disciplines, type of research organisation/sector, ableism, ethnicity, gender, and socioeconomic backgrounds. This list is not exhaustive but is used to demonstrate the level of inclusion expected to help minimise reproduction of any structural inequalities.

3. Capture a record of the discussion during the activities, including reflections on existing insights, further evidence shared, considerations on the complexity of the environment, and potential ways forward.

4. Produce a public summary of the discussion, drawing out common themes and using anonymous quotes where appropriate. This should include a sound future-oriented roadmap and/or action plan

5. Work in the context of oversight arrangements involving Universities UK, UKRI, the Wellcome Trust and senior stakeholder representatives including from the research community and the concordats and agreements themselves.

4. Deliverables

The deliverables will be co-designed and co-produced with the initiative owners and nominated stakeholders (suggested by the initiatives and the Project Board) from the R&I sector. The deliverables will need to reflect interests in system thinking, design justice, adding value, efficiency, and capacity building in the sector. The Project Board anticipates the deliverables to include:

1. Agreed plan for the activities which may include:
   a. Attending and leading a kick-off meeting
2. Convening and facilitating discussions between the   owners and representative stakeholders from the community (see objective 2) to explore future-orientated potential solutions for increased influence, capacity, alignment, and efficiency and challenge where appropriate, the key findings from the Phase 1 report; this can include:
   a. Fleshing out the remit and definition of initiatives to make it more visible for the wider community
   b. Mapping out the different levers iniatives   control or influence
   c. Identifying opportunities to streamline, align, reduce bureaucracy, duplication etc. to achieve greater capacity in the research culture e.g., case studies of where initiatives owners and the sectors have already found alignments, efficiencies or increased capacity
   d. summary of how this collaboration was facilitated
3. Test proposed solutions with representative stakeholders from the community (see Objective 2 and 5. Monitoring) to obtain feedback and inform next steps
4. Regroup of the

Project Board and senior leaders from the commissioning organisations will also be involved in testing the quality of the outputs throughout the project.

6.   Budget

Universities UK expects the project to require resources up to £50,000 including VAT and all expenses.

7.   Management

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

8. The tender proposal

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

- details of organisation including name, legal status, full contact details and lead contact

- details or CVs of staff who will undertake the work and a clear break down of how much time each person will contribute to the project

- details of other pieces of work that your organisation has delivered which are similar in focus, scope, and tone to the project / activity

- reasons why you are interested in applying for the project

- professional experience and expertise relevant to the project / activity including experience and expertise of working within the HE sectors and on academic research, its management and governance

- any other details about yourself or your organisation you feel may be relevant

- Given the short duration of the project and the breadth of the initiatives potentially in scope, the contractor will need to draw from and evidence an excellent existing knowledge of UK research culture and environment.

- a proposed approach/methodology to deliver the activity including:

If the tender contains a sub-contracting relationship, please state:

- o the main contractor and sub-contractors
- o the nature of this relationship
- o Any role the sub-contractor may have with other submitted tenders to this ITT.

9. Fees

Universities UK expects the project to require resources up to £50,000 including VAT and all expenses. This includes all attendance fees, conference fees and expenses related to the project including giving a presentation at a sector dissemination event. It should also include copy editing, design and printing costs of any final report and corresponding outputs.

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

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

Initial payment of 10% on signing the contract.

Interim payment of 40% on receipt of:

- o Summary of outputs following Deliverable 2
- o Summary of outputs following Deliverable 3

Deliverables as outlined and agreed in schedule item 5.4 Final payment of 50% on receipt of the final report or final sign off. This may include outputs from Deliverable 4.

UUK wishes to agree a fixed price for the work.

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

10. Selection criteria

In awarding the contract, UUK will consider the balance between the quality of the c   is ITT and in particular the proposed methodology.

Each c

Relevant experience, objectivity, independence, and credibility of the team, including track record in managing credible and significant engagement, expert facilitations and system design projects and producing relevant types of output

Strong track record of facilitating groups with diverse and competing viewpoints and be able to supply evidence or references in similar industry

Understanding of the higher education and public research sector

Developing a systems-based approach to navigating complex landscapes, with an landscape

Understanding of potential issues in research and engagement about UK research policy, research culture and sector expectations, including the ongoing

13. Reporting responsibilities

The successful candidate will report to Daniel Wake, Policy Manager, Universities UK.

14. Conflict of interest

Details of the c
regarding this engagement must be provided. In the event that a director, partner,
candidate has an interest or connection in
UUK, pl
connection/interest in UUK.

15. Tender submission

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

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

to your query shall be posted on our website (without naming your organisation), therefore your query should not contain any details which are confidential.

Please note that no pre-tender negotiations are permitted.

Certificate of Non-Collusion and Declaration

I certify that:

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

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

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

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

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

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

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

Signed:

Name:

Date:

On behalf of:

It is hereby agreed as follows:

1. Scope of work

The Contractor will undertake project support work for Universities UK

[Title and date]

amended tender document at Annex A to this contract. [If necessary]

and the terms and conditions herein set out which shall together comprise the contract. In event of any

hall prevail.

2. Assignment of subcontracting

The Contractor shall 206ETsp;000008871 0.595l32 841 ees tW*nBT/Fl40.02Tf1 0c1380c74 ra1y0c020008871 0e3f[] TJ
rights or obligations thereunder without the previous written consent of Universities UK.

3. Contacts and Project Board

	[Name]	Tel:
	[Name]	Tel:

The Contractor's contacts will be: [Name]

such information or any part of the described study and its findings to a third party without the prior written consent of Universities UK.

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

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

b.

The Contractor shall ensure that the information provided in the study shall be true and accurate in all

invitation to tender.

9.   Liability

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

10.   Timescale

The timescale for this contract is:

Date	Event
[All significant dates]	[All significant events/outputs]

All planned work will be completed by the Contractor in accordance with the timetable stated above and
delivery of work in accordance with the timetable stated above.

12. Settlement Terms

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

13. Termination

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

Either party may terminate this agreement forthwith for any serious breach of contract by the other which is

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

14 Force Majeure

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

15. Copyright and Intellectual Property

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

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

The Contractor may publish articles based on the final written report following its acceptance by the Project Board.

16. Publication of Final Report and Supplementary Materials

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

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

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

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

17.   General

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

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

FOR: CONTRACTOR   FOR: Universities UK

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

[Name and position]   [Name and position]

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