

LIVING WELL UK

Tender Specification for an Evaluation Partner

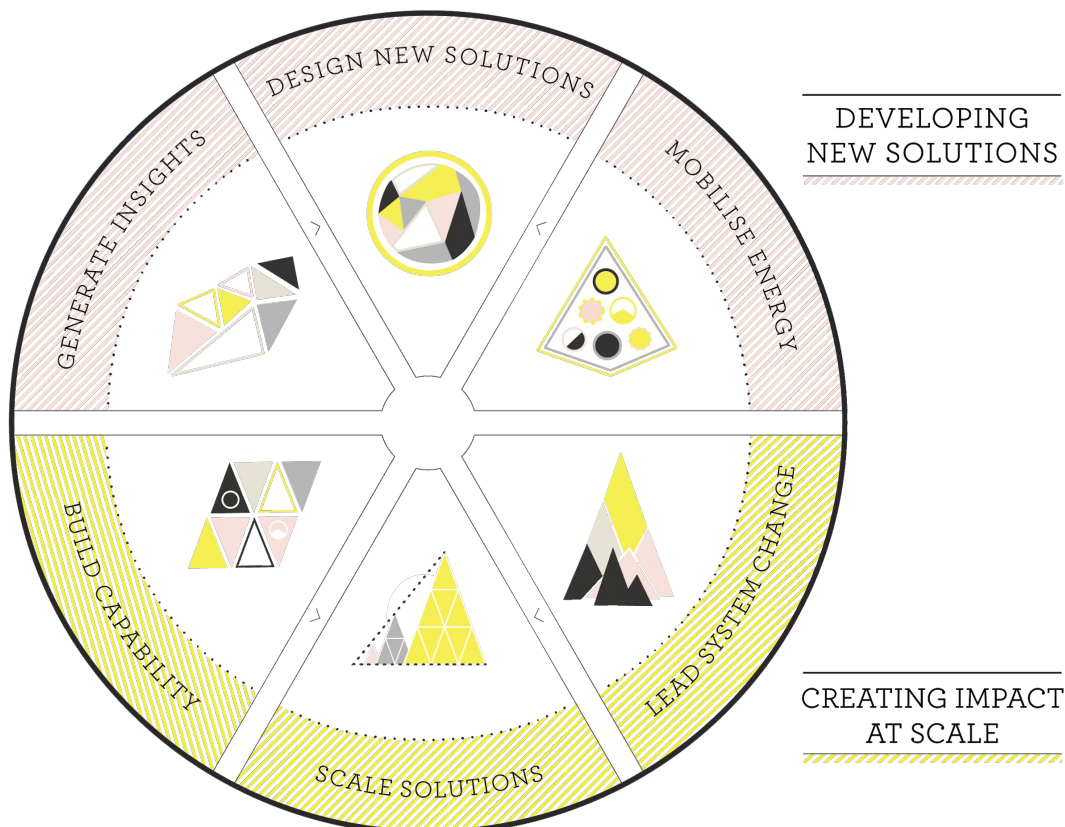
About Innovation Unit

Innovation Unit is a not for profit social enterprise. We grow new solutions to complex social challenges and are committed to taking solutions that work to scale. We combine service design, research and change management expertise, with a disciplined, rigorous approach to innovation and a deep understanding of systems and system leadership.

Having started life as an Innovation Unit within the Department for Education, we now have over ten years experience working independently with ambitious leaders in organisations, systems and places around the world. Our clients range from local authorities and government departments, to charities and foundations. We currently work across five key areas of impact: healthy lives, mental health, early years, schools and learning, and children's social care.

Our 'brand' of innovation is based on a core belief about the power and potential of people to create change for the better in communities, places and across systems. For us, innovation is driven by and liberates: human potential (what people are capable of), agency (their ability to create change in their own lives) and collective action (the energy that comes from people acting together to solve problems and create solutions). Our Formula for Innovation and Impact is a framework that captures what we know it takes to make innovation happen, i.e. how to develop new solutions and create impact at scale. It also describes the services we offer to our clients and partners.

Formula for Innovation and Impact:



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1. About the Living Well UK programme

1.1 Overview of the Living Well UK programme

Living Well UK is a three-year programme to adapt and adopt a Living Well system for better adult mental health in four different sites across the UK (the adoption sites). It has received £3.47M of National Lottery funding from the Big Lottery Fund, the largest funder of community activity in the UK.

The programme will be delivered by Innovation Unit in partnership with Lambeth, an independent evaluator and four adoption sites. The programme will fund and support each adoption site to develop their own Living Well system that meets the needs of their context. The adoption sites are:

- Edinburgh
- Luton
- Salford
- Tameside & Glossop

1.2 Aims and objectives of the Living Well UK programme

Our aim is to see the widespread adoption across the UK of 'Living Well systems' that help people achieve good mental health in community and primary care settings, transforming current provision offered by GPs, community mental health teams, and hospitals. Our inspiration comes from a Living Well system created in Lambeth.

The programme provides technical support to the adoption sites, independent evaluation, a national learning forum, and grant funding.

Our objectives are to:

- Develop co-produced service pathways and collaborative delivery models in each of the adoption sites.
- Improve mental health and wellbeing outcomes and reduce demand on secondary mental health service provision in each of the adoption sites.
- Develop the system leadership and collaboration between different organisations necessary to drive radical change in all the adoption sites.
- Create a national movement for new models of community-based mental health services that influences national policy and service provision

1.3 Long term vision for Living Well UK

In the longer term, Living Well UK will be used as a platform to dramatically increase innovation in mental health in the UK. Over the next ten years we intend to:

- Create a national network of places that develop 'Living Well Systems' for better mental health over the next 10 years
- Take the living well model to 15 trusts/health boards
- Establish a national and international Living Well learning network

It will also be used to influence national mental health policy. This could include: changes to current models of community mental health teams, involvement of service users and the voluntary sector, and changes to traditional career paths for clinicians.

1.4 Key features of Living Well systems

Living Well systems have the following features:

A strong culture and practice of collaborative leadership whereby the local system is led by a Collaborative including all sectors, services users and carers.

A system wide agreement on the big three outcomes for the whole mental health system: recovery and stay well, make choices and participate in daily life.

Services and experiences that demonstrate good and outstanding Living Well practice that is strengths based, relational and solutions focussed.

Different **Living well Service models** that bridge the current gap between primary and secondary care for people with mental ill-health and experiencing mental distress including:

- A single point of access front door to secondary care providing brief re-ablement support
- A network of support and community assets mobilised to support people with poor mental health to stay well and recover
- Community based rehabilitation and accommodation service the enables people with severe and enduring mental illness to live with greater independence in the community
- A crisis pathway that is more rapid and more responsive

A set of enabling conditions and a change methodology that includes:

- A collaborative commissioning methodology
- Integration between primary and secondary care, between health and social care, and between the statutory sector and VCS
- Lived experience as a powerful driver of change
- Co-design and prototyping as a means develop and to try out new ideas, develop new practice and learn from failure.

1.5 Living well systems in practice

The Living Well UK programme has been inspired by the radical transformation of mental health services in Lambeth, south London, towards a 'Living Well' system. Over the last seven years, partners have worked locally to deliver a vision that is about helping everyone who experiences mental health difficulties to recover, stay well, make their own choices and participate on an equal footing in everyday life.

Commissioners, providers, clinicians, service users and community representatives formed a [collaborative](#) which brings together the local authority, CCG, mental health trust and voluntary sector. Together they have worked with service users and professionals to redefine the system and what it delivers and create new ways of commissioning, contracting and delivering support. Lambeth's 'Living Well' system includes a set of innovative delivery models that are helping many more people get help when they need it in both primary and community settings.

This radical system change in Lambeth has happened over many years and is ongoing. It has been driven by strong leaders working closely together to take some risks and learn together, and who have a passionate commitment to co-production.

1.6 Impact of the Living Well system in Lambeth

Access

- More people are getting support, with on average 500 people supported each month, whereas previously only those eligible for input from secondary care would have received help. The Hub has increased the numbers of people who can access mental health support in primary care, in year two offering support to 5,677 people (against original aim to support 1,500 people by year three).
- Reduced waiting times for support from within one month to now within one week.
- Self-introduction has increased from 4% in year one to 10% in year two.

Reducing demand on secondary care

In the last two years, the Hub has contributed to:

- Reduction of referrals to secondary care teams by 25%
- Reduction of caseloads of long term care coordination by 27% (against a year 2 target of 40%)

Costs

- The average (mean) cost per person introduced to the Hub was £103. In comparing this figure to national reference costs, this suggests that for many people the Hub is likely to provide a comparatively low cost (and high volume) means of freeing up resources in local secondary care services.

2. Purpose and scope of the evaluation

2.1 Our ambition for the programme and how the evaluation will support it

Through the Living Well UK programme, Innovation Unit and Big Lottery aim to develop leading and recognised examples of innovation in helping people achieve good mental health in community and primary care settings.

We believe that Living Well Systems are an answer to the growing human and financial costs of the mental health crisis affecting this country. Our ambition is to assess through this programme the extent to which Living Well Systems deliver better outcomes for service users and communities and reduce demand on secondary care services.

We hope that the evaluation will help support this ambition by offering a clear and realistic understanding of when, where, how and for whom Living Well Systems deliver benefits. We are looking for an expert evaluator team that can offer a comprehensive and balanced analysis of the impact the Living Well approach developed in each adoption site have on:

- Outcomes for service users
- Outcomes for local systems (including demand, resources and financial flows)

For example, we hope that, in addition to mental health and service user experience metrics, the evaluator will capture: whether and how resources are reallocated across the wider system; whether there are changes in resource productivity and/or in the demand pattern. They may also map any cohort savings and/or counterfactual savings.

To complement the quantitative analysis in the commissioned evaluation and drawing on Innovation Unit's strong ethnographic capabilities, we have committed members of our programme team to gathering qualitative stories from users, carers, staff and community members. We believe these stories will provide a valuable illustration of the human experience of the new service models and system configuration.

Alongside the work of the evaluator, and the gathering of ethnographic stories, the programme team will also engage in regular learning and reflection activities to capture and share learning about the service model and the adoption process.

We see evaluation and learning as essential tools in our strategy to try and spread and scale Living Well Systems and therefore they are key components of this programme.

2.2 Our evaluation and enquiry questions for the programme

Our innovation methodology places a strong emphasis on reflection, evaluation and learning. We have drafted a set of enquiry questions, which will guide our efforts throughout the programme to understand the impact of the Living Well model and to codify its adoption process, so that it may be scaled more widely. These are set out in the table below, which also indicates what questions we expect the evaluation to answer.

Programme objective	Enquiry questions	Lead/deliverables
Improve mental health and wellbeing outcomes and reduce demand on service provision in adoption sites	<p>What difference does the Living Well System make?</p> <p>A. What outcomes do people who use services in the Living Well System achieve?</p> <p>B. What are the costs and investment involved in setting up and running a Living Well System?</p> <p>C. What are the system benefits in the Living Well System? (these are benefits that do not have a cash value attached to them, for example a lower vacancy rate, increased staff retention, reduced waiting times, reduced use of services, more efficient use of staff...)</p> <p>D. What are the financial and/or economic benefits of a Living Well System (i.e related to efficiency, effectiveness, value, direct measurable savings to the service or the wider system or counterfactual savings)?</p>	<p>Evaluator :</p> <ul style="list-style-type: none"> presentations of findings on impact and benefits in each site to support site sustainability plan/business cases by January 2021 4 site reports by June 2021 <p>Programme team:</p> <ul style="list-style-type: none"> qualitative story gathering

Programme objective	Enquiry questions	Lead/deliverables
Develop co-produced pathways and delivery models in adoption sites and generate learning about the Living Well adoption process	<p>To what extent have the four adoption sites adopted with fidelity the features of a Living Well System?</p> <ul style="list-style-type: none"> A. How do adoption sites introduce new Living Well service models? B. How do sites use collaborative delivery models? C. How have the sites integrated services in Living Well systems? D. How do adoption sites establish a Living Well culture and practice within services and across the system? E. How do adoption sites measure the impact of their Living Well model? F. How do sites use lived experience, co-design and prototyping to enable changes locally? 	<p>Programme team:</p> <ul style="list-style-type: none"> • Qualitative data on what has been implemented and how <p>Evaluator:</p> <ul style="list-style-type: none"> • Evidence of how each site has adopted and adapted the Living Well System with any fidelity
Develop the system leadership and collaboration between different organisations necessary to drive radical change in all the adoption sites.	<p>To what extent have the four adoption sites adopted with fidelity the principles and values of collaborative leadership and commissioning?</p> <ul style="list-style-type: none"> A. How do adoption sites exercise collaborative leadership to further the development of the Living Well model? B. How do sites commission collaboratively and change the way resources flow across the system? 	<p>Programme team:</p> <ul style="list-style-type: none"> • Qualitative data on what has been implemented and how <p>Evaluator:</p> <ul style="list-style-type: none"> • Evidence of how each site has adopted values and principles
Create a national movement for new models of community-based mental health services that influences national policy and service provision	<p>What is the appetite for Living Well Systems at the national level?</p> <ul style="list-style-type: none"> A. Who gets engaged in the Living Well learning community, and why? B. What resonance does the model and programme learning have in the policy arena? C. What resonance does the model and programme learning have among practitioners? 	<p>Programme team:</p> <ul style="list-style-type: none"> • Creation of a learning community around the programme • Regular comms • Engagement in policy fora

2.3 Scope and role of the evaluator

In the first part of the programme, sites will immerse themselves into the Living Well principles and model, identify their big outcomes and vision and use prototyping to develop their own service models. We anticipate that the new service prototypes will go live by January 2020 at the latest.

At the beginning of the programme **the evaluator will support sites to do baselines and assess costs, outcomes and impact in the current system.**

When sites will have defined their service model and just before their prototypes go live, the evaluator will work with site teams to develop an evaluation and data capture plan. Go-live timings will vary across sites, but all prototypes should be up and running by the beginning of January 2020 at the latest. This means that the evaluator will have at least 12 months worth of data to analyse as they produce their reports at the end of the programme.

Building the capacity of site teams, assuring the quality of data gathered throughout the programme and, where necessary, making any adaptations to a site's evaluation plan to reflect evolving implementation, will be key roles of the evaluator.

4 months before the end of the programme the evaluator will produce a set of presentations (one for each site), which set out headline findings around costs, outcomes and benefits and support the development of the sites' own business cases and sustainability planning

At the end of the programme the evaluator will deliver four site reports, setting out their analysis and conclusions on the Living Well models in the four sites.

We expect that the evaluator will keep in touch with sites on a regular basis to quality check and troubleshoot data collection where necessary and to maintain an understanding of developments in the project and their potential implications from the evaluation perspective.

The sites are different and they will take different approaches to adoption. Evaluation plans should identify measurable outcomes that, while relevant to the local context and measures, also have consistency across sites. We developed a Service Model Benefit Wireframe, which is available in Appendix 2. This draws on the learning from Lambeth to set out a hypothesis around what kinds of benefits Living Well Systems can deliver. It is not prescriptive for the evaluation plans - it merely offers what we hope will be useful pointers for sites to define the impact they want to drive and to develop their baselines.

2.4 Key evaluation deliverables and methodology

In this specification we are not prescribing a set methodology and approach. We are aware of the challenges that an innovation programme like this poses to undertaking a rigorous cost benefit analysis.

We are open to the use of different and complementary methodologies and want to draw on the expertise and experience of the evaluator to co-define these together at the beginning of the programme. We look forward to reading potential providers' views about the pros and cons of different methodologies and their recommendations on the most suitable approach.

We look forward to reading providers' suggestions about the products and deliverables that would best fulfil the purpose of this evaluation. As a minimum, we would expect the evaluator to deliver:

- Site baselines by February 2019
- Evaluations plans for all sites in time for their go live dates - by January 2020 at the latest
- Regular contact with each site and at least two yearly stock-take to quality-check data collection and problem-solve any arising monitoring issues
- A presentation of findings on impact and benefits for each site, to be delivered by January 2021. This will support the sites in developing business cases and sustainability plans.
- An evaluation report for each of the adoption sites, to be delivered at the end of the programme by June 2021. These four reports should answer the questions set out in section 3 of this specification (under the overarching enquiry questions: 'What difference do Living Well Systems make?' and 'To what extent have the four adoption sites adopted with fidelity the features of a Living Well System?') and provide an explanation of the evaluation methodology, caveats and learning.

It will be helpful to note, in putting together a submission, that we are planning to bring sites together for a minimum of 2 learning events per year. Participation in at least some of these will offer an opportunity for the evaluator to connect with the locality teams and follow developments in sites across the programme.

Our team has completed an initial enquiry focusing on the key data and performance measurement systems in use in the adoption sites. We will share this work with the evaluation partner at the beginning of the contract.

2.5 Contract value

The maximum value of this contract is £245,000, including VAT and expenses. This covers work with the four sites over three years.

3. Evaluator qualification and scoring criteria

3.1 Evaluator qualification, experience and capacity

We intend to interview shortlisted bidders on the afternoon of December 5 and 6, 2018 to explore proposals in more depth. Please ensure you are available for interview on these dates. We expect to inform applicants of our final decision by the end of that week.

Proposals will be assessed using the following areas:

- 1.1. The knowledge and experience of the supplier organisation and the individuals who will deliver the work
- 1.2. The strength of their methodology and approach in achieving the aims of the evaluation
- 1.3. A clear plan with key deliverables and milestones and sufficient staffing capacity to deliver the work
- 1.4. The value for money and cost of delivering the work

Suppliers will be expected to be able to demonstrate in their submission:

- A clear high level design for how they will meet the aims of the evaluation (including evaluation framework and questions where appropriate);
- An appropriate and innovative evaluation methodology that fits with the pace and nature of the programme with the ability to flex and adapt ;
- That they have the appropriate project management, risk management and quality assurance processes in place;
- That they understand and have the capacity to support teams in 4 sites over a three year period and the ability to start in early december;
- How their proposal offers value for money;
- An in depth knowledge and experience of undertaking similar complex multi-site evaluation requiring health economic and financial evaluation;
- Experience, expertise and connection to the fields of health and social care.

3.2 Scoring criteria

Responses will be assessed on the basis of the following criteria:

Criterion	Weighing
Knowledge and experience	35%
Methodology and approach	35%
Plan and staffing	20%
Costing and value for money	10%

Each question will be scored using the following scoring model as a guide:

Points	Interpretation
3	Excellent The response is clear and detailed. It demonstrates excellent understanding of the requirement and a very strong base of relevant experience. It offers excellent insights and leaves no ambiguity over the provider's ability to meet the requirement.
2	Good The response is overall good. It demonstrates a good understanding of the requirement and a strong base of relevant experience. It offers good insight and suggests ability to meet the requirement, but fails to address some aspects of the question or to provide some of the evidence required.
1	Acceptable The bidder's response and their experience are relevant, but the response fails to demonstrate a nuanced understanding of the requirement and or the ability to meet the requirement.
0	Poor The response is unclear or not relevant. It fails to demonstrate that the provider has the right expertise and/or an understanding of the requirement and/or the ability to meet the requirement.

4. Tender conditions and practical information

The timeline for the tender is as follows

Action	Deadline
ITT published	October 16, 2018
Clarification questions	By 12pm on Tuesday, 30 October 2018
Submission of the document	By 5pm on Tuesday, 20 November 2018
Interview	5 or 6 December 2018
Notification of successful bidder	7 December 2018

Any clarification questions should be sent by email to talvinder.daphu@innovationunit.org no later than 12pm on Tuesday October 30th. Answers will be shared with all bidders that have submitted questions. Please submit your response via email to talvinder.daphu@innovationunit.org no later than 5pm on Tuesday 20 November.

4.1 Intellectual property

In commissioning this research, the Innovation Unit will own the intellectual property generated (please see the intellectual property clause in the sample contract). The innovation Unit will require any data gathered or generated by the evaluation to be made available to the Innovation Unit and the sites as well as any other teams contributing to the ongoing evaluation of the initiative.

4.2 Working with us

Where at all possible, the Innovation Unit takes a partnership approach to its work. The work will be managed by the Project Manager. The nature of this evaluation will mean that it is likely that one or more members of the evaluation team will be required to work alongside the Innovation Unit team at their offices in central London. Any costs incurred for meetings and on- site work should be factored into the budget. In addition, there will be quarterly communication between the project manager and the provider throughout the evaluation to discuss the project management, timelines and deliverables as well as to prepare the provider for any forthcoming meetings or activities where the provider will be present.

4.3 Budget and contract

The maximum value of this contract is £245,000, including VAT and expenses. This covers work with the four sites over three years. We will commission this evaluation by issuing a contract for services and as such we expect VAT is likely to be payable on all aspects of the work. Please consult your contracting team and / or finance team to ensure that (if appropriate) VAT has been included appropriately before submitting your proposal and budget.

4.4 Tender Conditions and Contractual Requirements

By submitting a tender response, you are agreeing to be bound by the terms of this ITT and the Contract without further negotiation or amendment.

The Contract awarded will be for a duration of three years.

In the event that you have any concerns or queries in relation to the Contract, you should submit a clarification request in accordance with the provisions of this ITT by the Clarification Deadline (as defined above in the Timescales section of this ITT). Following such clarification requests, the Innovation Unit may issue a clarification change to the Contract that will apply to all potential suppliers submitting a tender response.

The Innovation Unit is under no obligations to consider any clarifications / amendments to the Contract proposed following the Clarification Deadline, but before the Response Deadline (as defined below in the Timescales section of this ITT). Any proposed amendments received from a potential supplier as part its tender response shall entitle the Innovation Unit to reject that tender response and to disqualify that potential supplier from this Procurement Process.

4.5 General tender conditions (“Tender Conditions”)

Application of these Tender Conditions – In participating in this Procurement Process and/or by submitting a tender response it will be implied that you accept and will be bound by all the provisions of this ITT and its Annexes. Accordingly, tender responses should be on the basis of and strictly in accordance with the requirements of this ITT.

4.6 Third party verifications

Your tender response is submitted on the basis that you consent to the Innovation Unit carrying out all necessary actions to verify the information that you have provided; and the analysis of your tender response being undertaken by one or more third parties commissioned by the Innovation Unit for such purposes.

4.7 Information provided to potential suppliers

Information that is supplied to potential suppliers as part of this Procurement Process is supplied in good faith. The information contained in the ITT and the supporting documents and in any related written or oral communication is believed to be correct at the time of issue but the Innovation Unit will not accept any liability for its accuracy, adequacy or completeness and no warranty is given as such. This exclusion does not extend to any fraudulent misrepresentation made by or on behalf of the Innovation Unit.

Potential suppliers to make their own enquiries – You are responsible for analysing and reviewing all information provided to you as part of this Procurement Process and for forming your own opinions and seeking advice as you consider appropriate. You should notify the Innovation Unit promptly of any perceived ambiguity, inconsistency or omission in this ITT and/or any in of its associated documents and/or in any information provided to you as part of this Procurement Process.

4.8 Amendments to the ITT

At any time prior to the Response Deadline, the Innovation Unit may amend the ITT. Any such amendment shall be issued to all potential suppliers, and if appropriate to ensure potential suppliers have reasonable time in which to take such amendment into account, the Response Deadline shall, at the discretion of the British Council, be extended.

4.9 Compliance of tender response submission

Any goods and/or services offered should be on the basis of and strictly in accordance with the ITT (including, without limitation, any specification of the British Council's requirements, these Tender Conditions and the Contract) and all other documents and any clarifications or updates issued by the Innovation Unit as part of this Procurement Process.

4.10 Format of tender response submission

Tender responses must comprise the relevant documents specified by the Innovation Unit completed in all areas and in the format as detailed by the Innovation Unit. Any documents requested by the Innovation Unit must be completed in full. It is, therefore, important that you read the ITT carefully before completing and submitting your tender response.

You may modify your tender response prior to the Response Deadline by giving written notice to the British Council. Any modification should be clear and submitted as a complete new tender response in accordance with these Tender Conditions.

4.11 Rejection of tender responses or other documents

A tender response or any other document requested by the Innovation Unit may be rejected which:

- contains gaps, omissions, misrepresentations, errors, uncompleted sections, or changes to the format of the tender documentation provided;
- contains handwritten amendments which have not been initialled by the authorised signatory;
- does not reflect and confirm full and unconditional compliance with all of the documents issued by the Innovation Unit forming part of the ITT;
- contains any caveats or any other statements or assumptions qualifying the tender response that are not capable of evaluation in accordance with the evaluation model or requiring changes to any documents issued by the Innovation Unit in any way;
- is not submitted in a manner consistent with the provisions set out in this ITT;
- is received after the Response Deadline.

4.12 Disqualification

If you breach these Tender Conditions, if there are any errors, omissions or material adverse changes relating to any information supplied by you at any stage in this Procurement Process, if any other circumstances set out in this ITT, and/or in any supporting documents, entitling the Innovation Unit to reject a tender response apply and/or if you or your appointed advisers attempt:

- to inappropriately influence this Procurement Process;
- to fix or set the price for goods or services ;
- to enter into an arrangement with any other party that such party shall refrain from submitting a tender response;
- to enter into any arrangement with any other party (other than another party that forms part of your consortium bid or is your proposed subcontractor) as to the prices submitted; or
- to collude in any other way
- to engage in direct or indirect bribery or canvassing by you or your appointed advisers in relation to this Procurement Process; or
- to obtain information from any of the employees, agents or advisors of the Innovation Unit concerning this Procurement Process (other than as set out in these Tender Conditions) or from another potential supplier or another tender response, the Innovation Unit shall be entitled to reject your tender response in full and to disqualify you from this Procurement Process. Subject to the "Liability" Tender Condition below, by participating in this Procurement Process you accept that the Innovation Unit shall have no liability to a disqualified potential supplier in these circumstances.

4.13 Tender costs

You are responsible for obtaining all information necessary for preparation of your tender response and for all costs and expenses incurred in preparation of the tender response. Subject to the “Liability” Tender Condition below, you accept by your participation in this procurement, including without limitation the submission of a tender response, that you will not be entitled to claim from the Innovation Unit any costs, expenses or liabilities that you may incur in tendering for this procurement irrespective of whether or not your tender response is successful.

4.14 Rights to cancel or vary this Procurement Process

By issuing this ITT, entering into clarification communications with potential suppliers or by having any other form of communication with potential suppliers, the Innovation Unit is not bound in any way to enter into any contractual or other arrangement with you or any other potential supplier. It is intended that the remainder of this Procurement Process will take place in accordance with the provisions of this ITT but the Innovation Unit reserves the right to terminate, amend or vary (to include, without limitation, in relation to any timescales or deadlines) this Procurement Process by notice to all potential supplier in writing. The Innovation Unit will have no liability for any losses, costs or expenses caused to you as a result of such termination, amendment or variation.

4.15 Consortium Members and sub-contractors

It is your responsibility to ensure that any staff, consortium members, sub-contractors and advisers abide by these Tender Conditions and the requirement of this ITT.

4.16 Liability

Nothing in these Tender Conditions is intended to exclude or limit the liability of the Innovation Unit in relation to fraud or in other circumstances where the Innovation Unit’s liability may not be limited under any applicable law.

Appendix 1: Key features of a living well system

Lambeth Living Well	
Vision	<p>“Every citizen, whatever their abilities or disabilities, can flourish, contribute to society and lead the life they want to lead.”</p> <p>Towards 3 Big Outcomes...</p> <ul style="list-style-type: none"> • To recover and stay well • To make their own choices • And to participate on an equal footing in daily life
Values and Principles that guide how we work with service users, how we are with colleagues, and how we work together as a system	<ul style="list-style-type: none"> • Treating people as citizens within communities, rather than mental health clients • Giving people the tools they need to live well in the community • Making shared decisions and amplifying the voice of lived experience • Demonstrating a fierce belief in people and embracing the whole person • Recognising people as assets, and taking an asset-based approach • Working collaboratively and flattening hierarchies • Being transparent, accountable, and outcomes focussed • Giving permission to try new things, adapt and learn
What are the structural components of the system?	<p>Lambeth Living Well is a whole-system approach to commissioning and providing services, led by a partnership of voluntary and statutory organisations, that helps people with mental health problems live well in the community, outside of hospitals and secondary care services. It does this through a set of innovative community-based service models described below that interface with one another and with more traditional outpatient and inpatient secondary care services:</p> <ul style="list-style-type: none"> • The Living Well Network – a network of local community assets, organisations, groups and from the VCS sector, statutory sector and private sector (including providers, support agencies, and people who help citizens of Lambeth live well) who contribute to better mental health by resolving problems that trigger mental ill health, including housing, employment, debt, benefits and isolation. • The Living Well Hub – the “front door” single point of access to mental health services, delivered by three multidisciplinary teams who assess risk and need, and provide brief help and support to enable people to live well independently in the community without accessing secondary mental health care • The Integrated Personalised Support Alliance (IPSA) – an integrated care model that has helped 260 people with complex, long term mental health needs move out of in-patient rehabilitation wards into alternative community placements and independence. The IPSA is recovery focused and supports people to improve physical and mental health and work towards goals in education, employment and training. • A provider alliance, combining SlaM, adult social care, Thames Reach and Certitude that together deliver the the Living Well Network Hub, and the IPSA <p>These community based service models bridge the gap between primary care and secondary care at different points in the system. They combine clinical and social support outside of the hospital to enable people to have a good life in the community regardless of the label of mental illness.</p>
Who is it for?	<p>These community based service models are for people at the boundary between primary and secondary care, some of whom are experiencing increasing risk, complexity and need, and some who preparing for increased independence and self-management.</p> <p>The Living Well Hub & Network supports working age adults who:</p> <ul style="list-style-type: none"> • Are experiencing mental or emotional distress • Show signs of mental ill health • Are seeking help and support (it is a consent based service) <p>The IPSA is targeted at working age adults usually with severe and enduring mental illness, receiving rehabilitation services to live more independently in the community</p> <ul style="list-style-type: none"> • With severe and enduring mental illness • With complex needs

	<ul style="list-style-type: none"> • Who may have been sectioned • Who have been in in-patient rehabilitation or residential care • With brain injury, or stroke • With learning disabilities and mental health problems
How do staff work with each other and with service users?	<ul style="list-style-type: none"> • Relationships and listening <ul style="list-style-type: none"> ◦ Listening to what people want ◦ Relating to people, being human ◦ Seeing people as assets ◦ Come out from behind the desk ◦ A strong culture of customer service • Solution focussed brief therapy encompassing <ul style="list-style-type: none"> ◦ ‘Conversational planning’, coproducing a plan together ◦ Asset based - helping people identify and make use of all the positives in their lives (“as long as its legal”) ◦ Making decisions and reviewing progress together - shared decision making - working coproductively ◦ facilitating not fixing things • Team working <ul style="list-style-type: none"> ◦ Multi-disciplinary team, team shared decision making and problem solving, shared risk and shared care. ◦ Daily team meetings to discuss cases that day ◦ Hub manager has delegated authority over all staff and the decisions they make with and for service users ◦ empowering staff from VCS organisations to provide support alongside clinicians offers ◦ Flexible working • Group case supervision <ul style="list-style-type: none"> ◦ Weekly casework conference • Case recording system - including template for <ul style="list-style-type: none"> ◦ initial conversations and action notes, ◦ risk assessment, ◦ case closure and outcomes achieved - ◦ but documentation is not the team’s primary concern • A shared practice model <ul style="list-style-type: none"> ◦ Training for all staff in solution-focused brief therapy ◦ Mental Health First Aid, suicide prevention training, motivational interviewing ◦ Specialist training such as psychodynamic counselling, emotional dysregulation ◦ Permission to try things out
Design Features of the model	<ul style="list-style-type: none"> • Accessible, integrated care at the front door: access to short term holistic support in the community - bridging the gap between primary/secondary care, working preventatively to reduce pressure on secondary care • Introduction led - no referrals or ‘handoffs’ between organisations. • Easy in, easy out: easier access to reablement, preventative support below thresholds, quicker access to secondary services when needed and clearer pathways back to primary/community with effective support available. Never discharging people from the network • A conversational approach to understanding the person, their needs, wants and aspirations • Co-production at the heart: an offer designed with people at the centre. Building on strengths and assets, working systemically, supporting recovery, reablement and wellbeing. Meeting people where they are. • Social and medical: understanding and responding to mental distress in context. Addressing it by combining social and medical solutions, recognising the importance of social networks and relationships. Clinical interventions are important but not always • Different providers, one team: primary and secondary care clinicians co-located and working side by side with voluntary sector staff and volunteers in multidisciplinary teams. Shared culture, risk management, decision making, practice model and accountability. • The Network: collaboration between commissioners, hospitals, local authority and voluntary sector to deliver a placed-based local offer. Strong, trusting relationships. • Collaborative system leadership: developing a shared vision and movement for change, building trusting relationships and working in partnership across health, social services and the voluntary sector, an alliance of providers without a dominant prime provider • Collaborative commissioning: contracting together around shared accountability for outcomes, integrated pathways, delivery and risk to deliver effective and sustainable

	<p>population-wide offers.</p> <ul style="list-style-type: none"> • Outcomes based • Building an alternative evidence base
What has been achieved?	<p>Access</p> <ul style="list-style-type: none"> • More people are getting support, with on average 500 people supported each month, whereas previously only those eligible for input from secondary care would have received help. The Hub has increased the numbers of people who can access mental health support in primary care, in year two offering support to 5,677 people (against original aim to support 1,500 people by year three). • Reduced waiting times for support from within one month to now within one week. • Self-introduction has increased from 4% in year one to 10% in year two <p>Reducing demand on secondary care</p> <p>In the last two years, the Hub has contributed to:</p> <ul style="list-style-type: none"> • Reduction of referrals to secondary care teams by 25% • Reduction of caseloads of long term care coordination by 27% (against a year 2 target of 40%) <p>Costs</p> <ul style="list-style-type: none"> • The average (mean) cost per person introduced to the Hub was £103. In comparing this figure to national reference costs, this suggests that for many people the Hub is likely to provide a comparatively low cost (and high volume) means of freeing up resources in local secondary care services.

Appendix 2: A Service Model Benefit wireframe for the programme

Drawing from the learning emerging from Lambeth, we have created a 'Wireframe', setting out our hypothesis around what kinds of benefits Living Well Systems can deliver. We do not intend for this to prescribe the structure of the evaluations or for all sites to have a way of collecting all of the measures outlined below. We hope that this can offer a canvas for individual sites to describe their desired future outcomes, and for the wider programme to reflect with consistency on emergent outcomes and benefits.

Outcomes	System benefits	Financial and economic benefits
<ul style="list-style-type: none"> • Improved mental health • Reduced mental distress • Improved self-management • Sense of control • Increased confidence • Recovery rates • Improved access to help and support • Reduced waiting times and delays • Service user experience • Exercising choice of housing • Housing stability • Increased independence • Increased levels of employment or volunteering • Social connectedness and social capital • Reduced loneliness 	<ul style="list-style-type: none"> • Reduced usage of secondary care mental health services • Reduced usage of crisis service • Reduced waiting times for services • Occupied bed days • Discharge to primary care • Referrals to CMHTs • Staff turnover • Vacancy rate in service • Staff reported satisfaction • Referrals to VCS services • Annual per person contacts (split by segment/persona) 	<ul style="list-style-type: none"> • Spend per service user per year • Number of people accessing the service • Total cost of the service • Unit cost per service user • Secondary care costs • Drug costs total and per service user • Rehab (IPSA) bed cost • Service efficiency

Appendix 3: Programme Timeline

	year 1				year 2				year 3				
Programme elements	quarter 1 July - Sept 18	quarter 2 Oct - Dec 18	quarter 3 Jan - Mar 19	quarter 4 Apr - Jun 19	quarter 1 July - Sept 19	quarter 2 Oct - Dec 19	quarter 3 Jan - Mar 20	quarter 4 Apr - Jun 20	quarter 1 July - Sept 20	quarter 2 Oct - Dec 20	quarter 3 Jan - Mar 21	quarter 4 Apr - Jun 22	
Programme management	select sites	mobilise teams in adoption sites, negotiate partnership agreements and confirm local governance agreements	reports from sites	reports from sites	reports from sites	reports from sites	reports from sites	reports from sites	reports from sites	reports from sites	reports from sites	reports from sites	
			reporting to Big Lottery		reporting to Big Lottery		reporting to Big Lottery		reporting to Big Lottery		reporting to Big Lottery		
Living Well Adoption process in sites		Set up Collaborative Leadership groups in sites			Collaborative leadership group meetings		Collaborative leadership group meetings		Collaborative leadership group meetings		Collaborative leadership group meetings		
		Set up Design groups in sites	Regular meetings of the design group and of other groups involved in the prototyping cycles (these will include: practitioners, managers, leaders, users and community members)										
		Developing local visions and outcomes	co-designing new service models, ways of working and professional practice in sites: 4-month prototyping cycles supported by a customised learning curriculum, innovation and service design coaching										
		regular coaching sessions for site design teams											
				Prototypes of new service models go live (latest Jan 2020)									
				data gathering in sites (quarterly check-ins with evaluator)									
											Evaluator present economic analysis - and use this to support development of a business case for the service	Site deliverables by the end of the programme: Living Well Service model, Collaborative commissioning plans, Living Well Practice model, business case and sustainability plan, Ongoing Collaborative Leadership group	
Learning	Develop learning framework	Monthly coaching clinics: reflection spaces for the programme team											
		Themed quarterly learning and reflection sessions for site design teams, including 2 yearly face to face national events											
		An offer of webinars, learning calls and other learning materials generated throughout the programme drawing on sites' needs and emergent insights - open to site teams and wider stakeholders											
Evaluation	procure evaluator	appoint evaluator	Site baselines		Develop evaluation plans with sites (when service model prototype defined)								
					quarterly check ins with site teams on data gathering						analyse and present data on outcomes and benefits in sites to support the development of business cases	write and publish full evaluation reports	
							Programme team gather qualitative stories						
Engaging and influencing	key messaging and initial press releases	ongoing comms messaging and engagement of stakeholders											
								Engage national policy makers on learning and how it can influence policy			Devise strategy for 10-year influencing and scaling across the UK		

Appendix 4: Tender response form

Section 1: Organisation Information

1. Organisation Details

Company Name	
Registered Office Address	
Town/City	
Postcode	
Country	
Website	
Company Registration Number	
VAT Registration Number	
Type of Organisation	Public Limited Company Limited Company Limited Liability Partnership Other Partnership Sole Trader Other (please specify):

2. Contact Point (Contact for enquiries about this Tender Response)

Name	
Position	
Telephone Number	
Mobile Number	
E-mail address	

3. Consortia and subcontracting

All Potential Providers should answer question (a) below. Where a Potential Provider at this stage of the process intends to sub-contract they should also answer questions (b) and (c) below.

Where a Potential Provider becomes aware of the intention to subcontract at later stages in the procurement they are required to notify the Science Museum Group of this and provide the information requested below at that time.

a) Your organisation alone intends to provide the services required

Yes No

b) Your organisation is the Prime Contractor and intends to use third parties to provide some services

Yes No

c) The Potential Provider is a Consortium

Yes No

If your answer to (b) or (c) is Yes, please indicate in a separate annex (by inserting the relevant company/organisation name) the composition of the supply chain, indicating which member of the supply chain (which may include the Potential Provider solely or together with other providers) will be responsible for the elements of the requirement.

Section 2. Contract specific questions

1. Please describe your understanding of our requirement. (max 500 words)
2. What are the limitations and challenges to undertaking an analysis of the economic and financial implications of the Living Well model in sites and (max 1000 words)
3. What methodologies and approaches would you adopt to answer the question 'What difference do Living Well Systems make?' set out in section 2.2 of this specification? (max 1500 words)
4. Describe your team's relevant expertise and experience and the reasons why you think we should appoint you to deliver this piece of work. (max 800 words)
5. Set out a proposed timeline of evaluation activities, milestones and deliverables taking into account the programme timeline in Appendix 3. (max 2 sides of A4 Arial point 11)
6. In your experience, what challenges will this evaluation pose to sites and how will you help overcome them? (max 500 words)
7. The evaluation partner will play a key role in supporting the development of outcome frameworks, based on the sites' theories of change, and of an overall impact framework for the Living Well Model. Please describe your experience of and approach to collaboration as a partner in a multi stakeholder programme. (max 500 words)

Appendix 5: Pricing schedule

Pricing schedule

Team member	Role	Day rate

Year	Key milestones and deliverables	Days and Expenses	Cost
1			
2			
3			
Total price			

Appendix 6: Draft Contract

CONSULTANCY AGREEMENT

between

THE INNOVATION UNIT LIMITED

and

[CONSULTANT COMPANY/CONSULTANT NAME]

DATED

Executed as a deed by The Innovation
Unit Limited, acting by Winnie Armah,
Company Secretary.

.....
Signature of the Company Secretary

.....
Date

Executed as a deed by [NAME OF
CONSULTANT/CONSULTANT
COMPANY]

.....
Name/ Director

.....
Date

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25. APPENDIX 1 – SUMMARY DETAILS OF POLICIES

THIS AGREEMENT is dated [DATE]

PARTIES

- (1) The Innovation Unit Limited, incorporated and registered in England and Wales with company number 05997039 whose registered office is at Unit 520 Highgate Studios, 53-79 Highgate Road, London, NW5 1TL (**Client**).
- (2) [FULL COMPANY NAME/CONSULTANT NAME] incorporated and registered in England and Wales with company number [NUMBER if applicable] whose registered office is at [REGISTERED OFFICE ADDRESS/ADDRESS OF CONSULTANT].

AGREED TERMS

1. INTERPRETATION

- 1.1 The following definitions and rules of interpretation apply in this agreement (unless the context requires otherwise).

Board: the board of directors of the Client (including any committee of the board duly appointed by it).

Business of the Client: Management consultancy activities (excluding financial management) and education support services

Business Opportunities: any opportunities which the Consultant or the Individual becomes aware of during the Engagement which relate to the Business of the Client or which the Board reasonably considers might be of benefit to the Client

Capacity: as agent, consultant, director, employee, owner, partner, shareholder or in any other capacity.

Client Property: all documents, books, manuals, materials, records, correspondence, papers and information (on whatever media and wherever located) relating to the Business or affairs of the Client or its customers and business contacts, and any equipment, keys, hardware or software provided for the Consultant or the Individual's use by the Client during the Engagement, and any data or documents (including copies) produced, maintained or stored by the Consultant or the Individual on the computer systems or other electronic equipment of the Client, the Consultant or the Individual during the Engagement.

Commencement Date: xxx 2017

Confidential Information: information in whatever form (including, without limitation, in written, oral, visual or electronic form or on any magnetic or optical disk or memory and wherever located) relating to the business, customers, products, affairs and finances of the Client for the time being confidential to the Client and trade secrets including, without limitation, technical data and know-how relating to the Business of the Client or any of its suppliers, customers, agents, distributors, shareholders, management or business contacts, including in particular (by way of illustration only not limited to) information that the Consultant or the Individual creates, develops, receives or obtains in connection with this Engagement, whether or not such information (if in anything other than oral form) is marked confidential.

Consultant: Throughout this Agreement, the term 'Consultant' will be used to denote both (a) an individual working, in a personal capacity, as a consultant to the Client and (b) an individual working as a consultant to the Client via a Company.

Engagement: the engagement of the Consultant by the Client on the terms of this agreement.

Insurance Policies: commercial general liability insurance cover, employer's liability insurance cover professional indemnity insurance cover and public liability insurance cover.

Intellectual Property Rights: patents, rights to Inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Invention: any invention, idea, discovery, development, improvement or innovation made by the Consultant or by the Individual in connection with the provision of the Services, whether or not patentable or capable of registration, and whether or not recorded in any medium.

Services: the services described in the Schedule.

Substitute: a substitute for the Individual appointed under the terms of clause 3.3.

Termination Date: the date of termination of this agreement, howsoever arising.

Works: all records, reports, documents, papers, drawings, designs, transparencies, photos, graphics, logos, typographical arrangements, software programs, inventions, ideas, discoveries, developments, improvements or innovations and all materials embodying them in whatever form, including but not limited to hard copy and electronic form, prepared by the Consultant in connection with the provision of the Services.

1.2 The headings in this agreement are inserted for convenience only and shall not affect its construction.

- 1.3 A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.4 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.6 The Schedules form part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the Schedules.

2. TERM OF ENGAGEMENT

- 2.1 The Client shall engage the Consultant to provide the Services on the terms of this agreement.
- 2.2 The Engagement shall on the Commencement Date and shall continue unless and until terminated:
 - (a) as provided by the terms of this agreement; or
 - (b) by either party giving to the other not less than 8 weeks' prior written notice.

3. DUTIES AND OBLIGATIONS

- 3.1 During the Engagement the Consultant shall:
 - (a) provide the Services with all due care, skill and ability and use its or his/her best endeavours to promote the interests of the Client;
 - (b) devote the required amount of time to the carrying out of the Services together with such additional time if any as may be necessary for their proper performance;
 - (c) promptly give to the Client such information and reports as it may reasonably require in connection with matters relating to the provision of the Services or the Business of the Client.
 - (d) agree to use the Client's premises where required and agreed with the Client solely for the purposes of providing the deliverables as agreed in the terms of this Agreement. Notwithstanding this, the Client shall not be under no obligation to provide any premises or equipment. For the avoidance of doubt, the Consultant will be required to provide his/her own equipment where necessary for the delivery of the agreed Services and the Client shall not be responsible for the Consultant property on its premises.
- 3.2 If the Consultant is unable to provide the Services due to illness or injury, he shall advise the Client of that fact as soon as reasonably practicable. For the avoidance of doubt, no fee shall be payable in accordance with clause 4 in respect of any period during which the Services are not provided.
- .
- 3.3 Where the Services provided are not in accordance with this agreement, the Client shall be entitled to:

- (a) promptly require the Consultant to re-perform or replace the relevant part of the Services without additional charge to the Client
- (b) assess the cost of remedying the failure and to deduct from any sums due to the Consultant the assessed cost for the period that such failure continues; or
- (c) engage another person to carry out the Services, in whole or in part, and all additional expenditure properly incurred by the Client in having such services carried out shall be recoverable from the Consultant.
- (d) to carry out examinations into the economy, efficiency and effectiveness with which the Consultant has used Client resources in the delivery of the Service
- (e) notify the Consultant of any material change to the Client's requirements under the terms of this Agreement. The Consultant will endeavour to accommodate any such changes, and will be entitled to payment for any additional costs incurred as a result of such changes. However, should any additional costs not be agreed, the Client reserves the right to terminate this Agreement.

- 3.4 The Consultant may, with the prior written approval of the Client and subject to the following proviso, appoint a suitably qualified and skilled Substitute to perform the Services instead of the Individual, provided that the Substitute shall be required to enter into direct undertakings with the Client, including with regard to confidentiality. The Client has the right to reject the Substitute. If the Client accepts the Substitute, the Consultant shall continue to invoice the Client in accordance with clause 4 and shall be responsible for the remuneration of the Substitute. The Consultant will be responsible for ensuring that the Substitute is able to perform the Services required by the Client.
- 3.5 Unless it or he has been specifically authorised to do so by the Client in writing:
- (f) the Consultant shall not have any authority to incur any expenditure in the name of or for the account of the Client; and
 - (g) the Consultant shall not hold himself out as having authority to bind the Client.
- 3.6 The Consultant shall comply with all reasonable standards of safety and comply with the Client's health and safety procedures from time to time in force at the premises where the Services are provided and report to the Client any unsafe working conditions or practices. Specific acknowledgement of this requirement is noted in Schedule 2.
- 3.7 In working in a client-facing role, the Consultant will be required to comply with all the standards and requirements of the Client's Safeguarding System. Specific acknowledgement of this requirement is noted in Schedule 2.
- 3.8 The Consultant shall comply with the Client's policies and procedures around anti-harassment and anti-bullying in the workplace, equal opportunities, whistleblowing and bribery and anti-corruption. Specific acknowledgement of this requirement is noted in Schedule 2.
- 3.9 The Consultant undertakes to the Client that during the Engagement he/she shall take all reasonable steps to offer to the Client any Business Opportunities as soon as practicable after the same shall have come to its or his/her knowledge and in any event before the same shall have been offered by the Consultant (or caused by the Consultant to be offered) to any other party [provided that nothing in this clause shall require the Consultant to disclose any Business Opportunities to the Client if to do so would result in a breach by the Consultant of any obligation of confidentiality or of any fiduciary duty owed by him/her to any third party].

- 3.10 The Consultant may use a third party to perform any administrative, clerical or secretarial functions which are reasonably incidental to the provision of the Services provided that:
- (a) the Client will not be liable to bear the cost of such functions unless explicitly agreed in the statement of work Appendix 3 and
 - (b) at the Client's request the third party shall be required to enter into direct undertakings with the Client, including with regard to confidentiality.
- 3.11 The Consultant shall:
- (a) comply with all applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010;
 - (b) not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;
 - (c) comply with the Client's Anti-bribery and Anti-Corruption Policies (Specific acknowledgement of this requirement is noted in Schedule 1);
 - (d) have and shall maintain in place throughout the term of this agreement its own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements and will enforce them where appropriate;
 - (e) promptly report to the Client any request or demand for any undue financial or other advantage of any kind received by the Consultant in connection with the performance of this agreement;
 - (f) immediately notify the Client if a foreign public official becomes an officer or employee of the Consultant or acquires a direct or indirect interest in the Consultant (and the Consultant warrants that it has no foreign public officials as officers, employees or direct or indirect owners at the date of this agreement);
 - (g) ensure that all persons associated with the Consultant or other persons who are performing services in connection with this agreement comply with this clause 3.11
- 3.12 Failure to comply with clause 3.11 may result in the immediate termination of this agreement.
- 3.13 For the purpose of clause 3.11, the meaning of adequate procedures and foreign public official and whether a person is associated with another person shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act), section 6(5) and 6(6) of that Act and section 8 of that Act respectively. For the purposes of clause 3.10, a person associated with the Consultant includes any Substitute.

4. FEES

- 4.6 In consideration of and subject to the satisfactory performance by the Consultant, The Client shall pay the Consultant in accordance with Schedule 3 and or as per the agreed Purchase Order. Provided that the Client has received full and accurate information and documentation as required by Schedule 3 to be submitted by the Consultant for work completed to the satisfaction of the Client.
- 4.7 The Client shall be entitled to deduct from the fees (and any other sums) due to the Consultant any sums that the Consultant may owe to the Client at any time.

5. EXPENSES

- 5.6 The Client shall reimburse all reasonable expenses properly and necessarily incurred by the Consultant in the course of the Engagement, subject to the provisions outlined in Schedule 3 of this Agreement.
- 5.7 If the Individual is required to travel abroad in the course of the Engagement, the Client shall provide travel insurance and the Consultant shall be responsible for any other necessary insurances, inoculations and immigration requirements.

6. OTHER ACTIVITIES

Nothing in this agreement shall prevent the Consultant from being engaged, concerned or having any financial interest in any capacity in any other business, trade, profession or occupation during the Engagement provided that:

- (a) such activity does not cause a breach of any of the Consultant's obligations under this agreement;
- (b) the Consultant shall not directly or indirectly provide services to the Client group members including Innovation Unit Australia except through this agreement
- (c) the Consultant shall not engage in any such activity if it relates to a business which is similar to or in any way competitive or cause a conflict of interest with the Business of the Client .

7. CONFIDENTIAL INFORMATION AND CLIENT PROPERTY

- 7.6 The Consultant acknowledges that in the course of the Engagement, he will have access to Confidential Information. The Consultant has therefore agreed to accept the restrictions in this clause 7.
- 7.7 The Consultant shall not (except in the proper course of its or his duties), either during the Engagement or at any time after the Termination Date, use or disclose to any third party (and shall use its best endeavours to prevent the publication and disclosure of) any Confidential Information. This restriction does not apply to:
- (a) any use or disclosure authorised by the Client or required by law; or
 - (b) any information which is already in, or comes into, the public domain otherwise than through the Consultant's unauthorised disclosure.
- 7.8 At any stage during the Engagement, the Consultant will promptly on request return to the Client all and any Client Property in his possession.

8. DATA PROTECTION

- 8.6 The Consultant shall consent to the Client holding and processing data relating to him for legal, personnel, administrative and management purposes and in particular to the processing of any "sensitive personal data" (as defined in the Data Protection Act 1998) relating to the Consultant including, as appropriate:

- (a) information relating to any criminal proceedings in which the Consultant has been involved for insurance purposes and in order to comply with legal requirements and obligations to third parties
- (b) the Consultant's racial or ethnic origin or religious or similar beliefs in order to monitor compliance with equal opportunities legislation; and
- (c) information about the Consultant's physical or mental health or condition.

- 8.7 The Consultant consents to the Client making such information available to those who provide products or services to the Client such as advisers, regulatory authorities, governmental or quasi-governmental organisations and potential purchasers of the Client or any part of its business.
- 8.8 The Consultant consents to the transfer of such information to the Client's business contacts outside the European Economic Area in order to further its business interests.
- 8.9 The Consultant shall comply with the Client's data protection policy and relevant obligations under the Data Protection Act 1998 and associated codes of practice when processing personal data relating to any employee, worker, customer, client, supplier or agent of the Client.

9. INTELLECTUAL PROPERTY

- 9.6 The Consultant warrants to the Client that there is a written and valid assignment of all existing and future Intellectual Property Rights in the Works and the Inventions and of all materials embodying such rights and a written irrevocable waiver of all the Consultant's statutory moral rights in the Works, to the fullest extent permissible by law, and that the Consultant has agreed to hold on trust for the Consultant any such rights in which the legal title has not passed (or will not pass) to the Consultant. The Consultant agrees to provide to the Client as required, a copy of this assignment on or before the date of this agreement.
- 9.7 The Consultant hereby assigns to the Client all existing and future Intellectual Property Rights in the Works and the Inventions and all materials embodying these rights to the fullest extent permitted by law. Insofar as they do not vest automatically by operation of law or under this agreement, the Consultant holds legal title in these rights and inventions on trust for the Client.
- 9.8 The Consultant undertakes to the Client:
- (a) to notify to the Client in writing full details of all Inventions promptly on their creation;
 - (b) to keep confidential the details of all Inventions;
 - (c) whenever requested to do so by the Client and in any event on the termination of the Engagement, promptly to deliver to the Client all correspondence, documents, papers and records on all media (and all copies or abstracts of them), recording or relating to any part of the Works and the process of their creation which are in its or the Consultant's possession, custody or power;
 - (d) not to register nor attempt to register any of the Intellectual Property Rights in the Works, nor any of the Inventions, unless requested to do so by the Client; and
 - (e) to do all acts necessary to confirm that absolute title in all Intellectual Property Rights in the Works and the Inventions has passed, or will pass, to the Client.
- 9.9 The Consultant warrants that:

- (a) it has not given and will not give permission to any third party to use any of the Works or the Inventions, nor any of the Intellectual Property Rights in the Works;
- (b) it is unaware of any use by any third party of any of the Works or Intellectual Property Rights in the Works; and
- (c) the use of the Works or the Intellectual Property Rights in the Works by the Client will not infringe the rights of any third party.

- 9.10 The Consultant agrees to indemnify the Client and keep it indemnified at all times against all or any costs, claims, damages or expenses incurred by the Client, or for which the Client may become liable, with respect to any intellectual property infringement claim or other claim relating to the Works or Inventions supplied by the Consultant to the Client during the course of providing the Services. The Consultant shall maintain adequate liability insurance coverage and ensure that the Client's interest is noted on the policy, and shall supply a copy of the policy to the Client on request. The Client may at its option satisfy such indemnity (in whole or in part) by way of deduction from any payments due to the Consultant.
- 9.11 The Consultant acknowledges that no further remuneration or compensation other than that provided for in this agreement is or may become due to the Consultant in respect of the performance of its obligations under this clause 9.
- 9.12 The Consultant undertakes to execute all documents, make all applications, give all assistance and do all acts and things, at the expense of the Client and at any time either during or after the Engagement, as may, in the opinion of the Client, be necessary or desirable to vest the Intellectual Property Rights in, and register or obtain patents or registered designs in, the name of the Client and to defend the Client against claims that works embodying Intellectual Property Rights or Inventions infringe third party rights, and otherwise to protect and maintain the Intellectual Property Rights in the Works. The Consultant confirms that he has given written undertakings in the same terms to the Consultant.
- 9.13 The Consultant irrevocably appoints the Client to be its attorney in its name and on its behalf to execute documents, use the Consultant's name and do all things which are necessary or desirable for the Client to obtain for itself or its nominee the full benefit of this clause.

10. INSURANCE AND LIABILITY

- 10.6 The Consultant shall have liability for and shall indemnify the Client for any loss, liability, costs (including reasonable legal costs), damages or expenses arising from any breach by the Consultant or any Substitute engaged by it of the terms of this agreement including any negligent or reckless act, omission or default in the provision of the Services and shall accordingly maintain in force during the Engagement full and comprehensive Insurance Policies.
- 10.7 The Consultant shall ensure that the Insurance Policies are taken out with reputable insurers acceptable to the Client and that the level of cover and other terms of insurance are acceptable to and agreed by the Client.
- 10.8 The Consultant shall on request supply to the Client copies of the Insurance Policies and evidence that the relevant premiums have been paid.
- 10.9 The Consultant shall notify the insurers of the Client's interest and shall cause the interest to be noted on the Insurance Policies together with a provision to the effect that, if any claim is brought or

made by the Client against the Consultant in respect of which the Consultant would be entitled to receive indemnity under any of the Insurance Policies, the relevant insurer will indemnify the Client directly against such claim and any charges, costs and expenses in respect of such claim. If the relevant insurer does not so indemnify the Client, the Consultant shall use all insurance monies received by it to indemnify the Client in respect of any claim and shall make good any deficiency from its own resources.

- 10.10 The Consultant shall comply with all terms and conditions of the Insurance Policies at all times. If cover under the Insurance Policies shall lapse or not be renewed or be changed in any material way or if the Consultant is aware of any reason why the cover under the Insurance Policies may lapse or not be renewed or be changed in any material way, the Consultant shall notify the Client without delay.

11. DISPUTE RESOLUTION

Should any dispute arise, the Client and the Consultant agree to use all reasonable endeavours to negotiate in good faith and settle amicably any dispute that arises from this Agreement.

12. TERMINATION

- 12.6 Notwithstanding the provisions of clause 2.2, the Client may terminate the Engagement with immediate effect without notice and without any liability to make any further payment to the Consultant (other than in respect of amounts accrued before the Termination Date) if at any time:
- (a) the Consultant commits any gross misconduct (as defined by the Client, using ACAS [The Advisory, Conciliation and Arbitration Service] affecting the Business of the Client;
 - (b) the Consultant commits any serious or repeated breach or non-observance of any of the provisions of this agreement or refuses or neglects to comply with any reasonable and lawful directions of the Client;
 - (c) the Consultant is convicted of any criminal offence (other than an offence under any road traffic legislation in the United Kingdom or elsewhere for which a fine or non-custodial penalty is imposed); or
 - (d) the Consultant is, in the reasonable opinion of the Client, negligent or incompetent in the performance of the Services;
 - (e) the Consultant is declared bankrupt or makes any arrangement with or for the benefit of his creditors or has a county court administration order made against him under the County Court Act 1984;
 - (f) the Consultant makes a resolution for its winding up, makes an arrangement or composition with its creditors or makes an application to a court of competent jurisdiction for protection from its creditors or an administration or winding-up order is made or an administrator or receiver is appointed in relation to the Consultant;
 - (g) the Consultant is incapacitated (including by reason of illness or accident) from providing the Services;
 - (h) the Consultant commits any fraud or dishonesty or acts in any manner which in the opinion of the Client brings or is likely to bring, the Consultant or the Client into disrepute or is materially adverse to the interests of the Client;

- (i) the Consultant commits any breach of the Client's policies and procedures that he is, by way of this Agreement, required to abide by; or
- (j) the Consultant commits any offence under the Bribery Act 2010.

12.7 The rights of the Client under clause 12.1 are without prejudice to any other rights that it might have at law to terminate the Engagement or to accept any breach of this agreement on the part of the Consultant as having brought the agreement to an end. Any delay by the Client in exercising its rights to terminate shall not constitute a waiver of these rights.

13. OBLIGATIONS ON TERMINATION

On the Termination Date the Consultant shall:

- (a) immediately deliver to the Client all Client Property and original Confidential Information which is in its or his possession or under its or his control;
- (b) irretrievably delete any information relating to the Business of the Client stored on any medium including magnetic or optical disk or memory and all matter derived from such sources which is in its or his possession or under its or his control outside the premises of the Client. For the avoidance of doubt, the contact details of business contacts made during the Engagement are regarded as Confidential Information, and as such, must be deleted from personal social or professional networking accounts;
- (c) provide a signed statement that it or he has complied fully with its or his obligations under this clause 12, together with such evidence of compliance as the Client may reasonably request;
- (d) comply with any requests for assistance to ensure an orderly transfer/end to the Services as described by this Agreement; and
- (e) not represent himself as continuing to deliver Services on behalf of the Client.

14. STATUS

14.6 The relationship of the Consultant to the Client will be that of independent contractor and nothing in this agreement shall render the Consultant an employee, worker, agent or partner of the Client and the Consultant shall not hold himself out as such.

14.7 This agreement constitutes a contract for the provision of services and not a contract of employment and accordingly the Consultant shall be fully responsible for and shall indemnify the Client for and in respect of:

- (a) any income tax, National Insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made in connection with either the performance of the Services or any payment or benefit received by the Consultant in respect of the Services, where such recovery is not prohibited by law. The Consultant shall further indemnify the Client against all reasonable costs, expenses and any penalty, fine or interest incurred or payable by the Client in connection with or in consequence of any such liability, deduction, contribution, assessment or claim; and
- (b) any liability arising from any employment-related claim or any claim based on worker status (including reasonable costs and expenses) brought by the Consultant or any

Substitute against the Client arising out of or in connection with the provision of the Services.

14.8 The Client may at its option satisfy such indemnity (in whole or in part) by way of deduction from payments due to the Consultant.

14.9 The Consultant warrants that it is not nor will it prior to the cessation of this agreement, become a managed service company, within the meaning of section 61B of the Income Tax (Earnings and Pensions) Act 2003.

15. NOTICES

15.6 Any notice given to a party under or in connection with this contract shall be in writing and shall be:

- (a) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
- (b) sent by email to its main email address.

15.7 Any notice shall be deemed to have been received:

- (a) if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address;
- (b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service;
- (c) if sent by email, at 9.00 am on the next Business Day after email.

15.8 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

16. ENTIRE AGREEMENT

16.6 This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

16.7 Each party acknowledges that in entering into this agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement.

16.8 Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

16.9 Nothing in this clause shall limit or exclude any liability for fraud.

17. VARIATION

No variation of this agreement or of any of the documents referred to in it shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

18. SEVERABILITY

If any provision or part of a provision of this Agreement becomes unenforceable, void or invalid, such a provision (or part thereof) shall be severed from the remainder of this Agreement and shall not affect the remainder of this Agreement, which will continue to be fully enforceable and valid.

19. COUNTERPARTS

This agreement may be executed in any number of counterparts, each of which, when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

20. THIRD PARTY RIGHTS

20.6 Except as expressly provided elsewhere in this agreement, a person who is not a party to this agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

20.7 The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under this agreement are not subject to the consent of any other person.

21. GOVERNING LAW

This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

22. JURISDICTION

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

SCHEDULE 1: COMPLIANCE WITH POLICIES AND PROCEDURES

As specified in Section 14 of this Consultancy Agreement, the relationship of the Consultant to the Client will be that of independent contractor and nothing in this agreement shall render him an employee, worker, agent or partner of the Client and the Consultant shall not hold himself out as such. For the avoidance of doubt, this Agreement constitutes a contract for the provision of services and not a contract of employment.

Notwithstanding the clauses above (and in Section 14 of this Consultancy Agreement), in the provision of the agreed Services, the Consultant will be required to abide by the provisions contained within the following of the Client's policies:

- Anti-harassment and Anti-bullying Policy
- Equal opportunities/Diversity Statement
- Whistle-blowing Policy
- Anti-Corruption and Bribery Policy

Details of these policies are provided as Appendix 1 to this Agreement. The signatures on the final page of this Consultancy Agreement include confirmation that the Consultant understands and agrees to comply with these policies.

SCHEDULE 2: COMPLIANCE WITH SYSTEMS AND PROCESSES

In addition to Schedule 1 above, and similarly with reference to the clauses in Section 14 of this Agreement, the Consultancy Company will also be required to comply with all the provisions of the following Systems operated by the Client:

- Health and Safety Management System
- Safeguarding System
- IT Security Policy

The Consultant will be required to put aside, at no cost to the Client, the requisite time to review and understand the terms and requirements of these Systems. The Consultant will also be required to make him/herself available to undertake any training required to ensure competent use of these systems in the carrying out of the agreed Services.

All the information that constitutes these systems will be made available in electronic format only, via the Client's document management and IT systems. Details of these policies are provided as Appendix 2

The signatures on the final page of this Consultancy Agreement include confirmation that the Consultant understands and agrees to comply with all the requirements of these Systems when performing Services as agreed for the Client.

SCHEDULE 3: SERVICES, CHARGES AND INVOICING**(a) Services to be carried out:**

[SUMMARY OF THE AGREED SERVICES]

(b) Reporting procedure:

[WHO WILL DIRECT THE CONSULTANT'S WORK]

(c) Location:

[LOCATION OF WORK TO BE CARRIED OUT, INCLUDING ANY REQUIREMENTS TO TRAVEL]

(d) Agreed milestones:

[ANY AGREED MILESTONES TO BE ACHIEVED DURING THE CARRYING OUT OF THE CONSULTANCY SERVICES]

(e) Deliverables:

[ANY AGREED DELIVERABLES]

(f) Charges:

The Client shall pay the Consultant at the daily rate, or fixed price for a set of deliverables, agreed in each Purchase (Service) Order issued against this Consultancy Agreement.

Where a daily rate is agreed, a working day is 7.5 hours. Where the Consultant works less than a 7.5 hour day, charging will be on a pro-rata basis. Where the Consultant works longer than a 7.5 hour day, no additional charge for the hours worked will be made. Where work is undertaken at weekends, the time is charged at standard daily rate.

All fees, costs and expenses payable to the Consultant under this Consultancy Agreement are exclusive of VAT which shall in addition be payable by the Client where appropriate (at the times provided in each Purchase [Service] Order) against delivery of a suitable VAT invoice. The Client will only pay VAT on invoices and expenses from the date the Consultant registers for a VAT number and will not pay any backdated VAT prior to this date.

For the sake of clarity, it is understood that overhead costs such as telephone calls, stationery, postage, secretarial assistance for Consultancy Services under this Consultancy Agreement are included in the daily rate or fixed price detailed in the clauses above.

(g) Allowable expenses:

The Client shall reimburse the Consultant such reasonable travelling, hotel and other out of pocket expenses wholly and reasonably incurred by the Consultant in connection with the provision of the Consultancy Services in accordance with the Client's Expenses Policy as detailed in this section. Payment of expenses shall be made only upon the provision of suitable receipts relating to the provision of such expenses or where agreed with the Client, a per diem rate.

Such reasonable travelling, hotel, meals and other out of pocket expenses shall be limited as follows and no other out of pocket expenses shall be allowable. For the avoidance of doubt, where stated rates

apply, these shall be based on the Client's rates at the time of signing this Agreement and shall be fixed for the duration of the Agreement or as agreed with the Project Lead for the specific project. The Client reserves the right to inform the Consultant if the stated rates change.

Hotel accommodation on a bed and breakfast basis: the client will reimburse the Consultant the actual expenditure which shall be based upon the rates for London (up to £175.00 excluding VAT) and elsewhere (up to £120.00 excluding VAT); For elsewhere, if in excess of UK rates, costs should be agreed by prior agreement.

Subsistence: up to £26.00 can be claimed for an evening meal (if staying away from home on business related to this Agreement), which includes soft drinks but excludes alcohol.

Rail travel: the Client will reimburse actual expenditure. First class travel will be reimbursed only if the Purchase (Service) Order explicitly authorises it (may vary between Purchase (Service) Orders for Consultancy Services) with the proviso that every effort is made to minimise costs. Bookings should be made as far in advance as possible to ensure value for money. Please note that the Client will NOT reimburse First Class Open Returns.

Mileage: the Client will reimburse the Consultant at current HM Customs & Revenue approved mileage rates

Passenger payments in cars / vans: the Client will reimburse the Consultant at the HM Customs & Revenue approved mileage rates of 5p per passenger per business mile for carrying employees / consultants in a car or van on journeys which are also work journeys for them.

Taxis: the Client will reimburse the Consultant actual costs only where their use can be justified against using public transport.

Flights: the Client will reimburse the Consultant actual expenditure which shall be restricted to economy class unless a specific justification for upgrade is agreed with the Contract Manager in advance.

Entertainment: over £20.00 will only be payable if authorised, in writing, by the Contract Manager or nominated deputy in advance. If under £20.00, the Consultant is required to state who was entertained as part of the claim.

The Consultant shall maintain full and accurate accounts for the Consultancy Services. Such accounts shall be retained for at least 6 years after the end of the financial year in which the last payment was made under this agreement.

(h) Invoices and payment:

The Consultant shall prepare invoices calendar monthly, in arrears. Each invoice should include, as a minimum:

- Invoice date
- Purchase (Service) Order number
- Invoice number
- The charging period covered

- A detailed breakdown of the appropriate charges
- Sums due
- VAT amount
- Bank account details (as payment will be via bank transfer)
- Registered address
- VAT registration number (if applicable)
- The number of days remaining on the Purchase (Service) Order after the latest invoice has been taken into account.
- Include a breakdown of expenses, on the Client's template expense claim form, incurred during that month. Reasons for travel and/or visits undertaken must be provided, with dates, and all expenditure must be supported by receipts;
- Be accompanied by a report of activity for the Project (as applicable)

The Consultant or a nominated representative or accountant must agree to certify, via presentation of the invoice, that the amounts claimed were expended wholly and necessarily by the Consultant on the Services in accordance with the Consultancy Agreement and that the invoice does not include any costs being claimed from any other body or individual or from the Client within the terms of another contract.

Invoices shall addressed to Accounts Payable, The Innovation Unit, Unit 520 Highgate Studios, 53-79 Highgate Road, London, NW5 1TL, AND should be emailed to finance@innovationunit.org together with a scanned set of expense receipts where applicable.

The Client shall pay all duly completed invoices in accordance with the Consultancy Agreement 30 days from receipt of a valid invoice. The Client shall not be responsible for any delay in payment caused by incomplete or illegible invoices or missing receipts.

If this Consultancy Agreement is terminated by the Client for any reason at any time before completion of the agreed Services, the Client shall only be liable to reimburse eligible payments made by, or due to, the Consultant before the date of termination.

On completion of the Services, the Consultant shall promptly draw-up a final invoice, which shall cover all outstanding expenditure incurred for the Services. The final invoice shall be submitted not later than 30 days after the date of completion of the Services. The Client shall not be obliged to pay the final invoice until the Consultant has carried out all the elements of the Services as specified.

It shall be the Consultant's responsibility to ensure that the final invoice covers all outstanding expenditure for which reimbursement may be claimed. Provided that all previous invoices have been duly paid, on due payment of the final invoice by the Client, all amounts due to be reimbursed under this Consultancy Agreement shall be deemed to have been paid and the Client shall have no further liability to make reimbursement of any kind.

APPENDIX 1 – SUMMARY DETAILS OF POLICIES (AS PER SCHEDULE 1 OF THIS AGREEMENT)

ANTI-HARASSMENT/ANTI-BULLYING

Harassment

Definition: The Equality Act 2010 defines harassment as: *‘unwanted conduct related to a relevant protected characteristic, and the conduct has the purpose or effect of... violating an individual's dignity, or creating an intimidating, hostile, degrading, humiliating or offensive environment for an individual’*. The Act makes it unlawful to harass somebody based on a protected characteristic, i.e. sex, gender reassignment, race, disability, religion/belief, sexual orientation and age – all of which are specifically addressed in discrimination legislation. Harassment of a sexual nature is also unlawful.

Harassment does not necessarily have to be directed at an individual. The Equality Act 2010 ensures that indirect victims (those not personally subjected to the unwanted conduct) are also afforded the protection of the law.

Where it cannot be established that there was an intention to offend, conduct will only be regarded as violating a person's dignity or creating an intimidating, hostile, degrading, humiliating or offensive environment if, taking all the circumstances into account, it would be reasonable to come to that conclusion.

Harassment is normally characterised by more than one incident of unacceptable behaviour, particularly if it reoccurs, once it has been made clear by the victim that they consider it offensive. One incident may constitute harassment, however, if it is sufficiently serious. Harassment on any grounds, including the above, will not be tolerated.

Harassment at work is unlawful under the Equality Act 2010, and is a criminal offence, primarily under the Protection From Harassment Act 1997.

Employees must recognise that what is acceptable to one employee may not be acceptable to another.

Examples of harassment

Examples of conduct that is likely to amount to harassment could include (note that this list is not exhaustive):

- Verbal – crude language, open hostility, offensive jokes, suggestive remarks, innuendoes, rude or vulgar comments, malicious gossip and offensive songs.
- Non-verbal – wolf-whistles, obscene gestures, sexually suggestive posters/calendars, pornographic material (both paper-based and generated on a computer, including offensive screen-savers), graffiti, offensive letters, offensive e-mails, text messages on mobile phones and offensive objects.
- Physical – unnecessary touching, patting, pinching or brushing against another employee's body, intimidating behaviour, assault and physical coercion.

Bullying

Definition: The main difference between bullying and harassment is that conduct will only amount to harassment if it is done for a prohibited reason – i.e. a reason covered in the discrimination legislation (e.g. sex, race, etc.) - while bullying is indiscriminate and can manifest in many different formats. There is no single legal definition of bullying. However, the Advisory, Conciliation and Arbitration Service (ACAS) defines it as: *‘offensive, intimidating, malicious or insulting behaviour, an abuse or misuse of power through means intended to undermine, humiliate, denigrate or injure the recipient’*.

Bullying and harassment can occur in many different forms. It could be conduct carried out by a colleague or someone with more authority, such as a Senior Leadership Team Member; it could be a single incident or series of incidents that are attributable to one person or a group of people. However such conduct materialises, it has the common theme of humiliating or degrading the recipient.

Examples of bullying

Conduct that may amount to bullying could be:

- spreading malicious rumours, or insulting someone by word or behaviour;
- ridiculing or demeaning someone — picking on them or setting them up to fail, or
- exclusion or victimisation.

Any such conduct must be viewed in terms of the distress it cause the individual. It is the perceptions of the recipient that determine whether any action or statement can be viewed as bullying.

Enforcement

Harassment or bullying will normally be classed as gross misconduct, for which consultancy agreements may be terminated.

How can harassment or bullying problems be resolved?

General principles

We feel very strongly that you should not have to suffer any form of harassment or bullying by any employee or associate of Innovation Unit. Therefore, if you feel you are a victim of harassment or bullying, you should bring the fact to the attention of the Project Lead at the earliest opportunity

We may need to interview those people involved in the allegation to understand what has happened. For this reason, it is important that you have as much information available as is possible. This may include details of people who witness the remarks being made or acts being done.

If you wish to preserve your anonymity then we will attempt, so far as practicable, to pursue the matter without disclosing your identity. However, it should be recognised that in order for a proper investigation of an allegation to take place, the other party must be given the opportunity to give his or her version of events. This may be impossible to achieve without the alleged's identity being revealed and, therefore, there may be circumstances in which Innovation Unit will be unable to pursue a complaint of alleged harassment or bullying unless the alleged is prepared to forfeit their anonymity. We will of course take all appropriate steps to protect you from any subsequent victimisation for raising the allegation.

EQUAL OPPORTUNITIES STATEMENT

We are committed to ensuring equal opportunities, fairness of treatment, dignity, work-life balance and the elimination of all forms of discrimination in the workplace. We aim to create a working environment in which all individuals are able to make best use of their skills, free from discrimination or harassment, and in which all decisions are based on merit. Our aim is that our workforce will be truly representative of all sections of society; that everyone working on behalf of The Innovation Unit is able to give their best, and are comfortable that they will be treated with dignity and respect at all times.

The adoption of this policy is intended to help us to achieve these aims. The purpose of this policy is to state explicitly that we will provide equality and fairness for all in our employment and not to discriminate on grounds of gender, marital status, race, ethnic origin, colour, nationality, national origin, disability, sexuality, religion or age (i.e. 'protected characteristics' as per the Equality Act 2010). We oppose all forms of unlawful discrimination. Everyone working on behalf of The Innovation Unit will be treated fairly and with respect

WHISTLE-BLOWING STATEMENT AND POLICY

Definitions

"Whistleblowing"

'The disclosure by an employee or worker of confidential information which relates to some danger, fraud or other illegal or unethical conduct connected with the work place, be it of the employee or his fellow employees/workers'

(Public Concern at Work Guidelines 1997)

"Confidentiality"

A worker raises a concern confidentially if they give their name on the condition it will not be used without seeking consent first.

"Anonymity"

A worker raises a concern anonymously if they do not give their name. If this happens The Innovation Unit will assess the information provided to establish whether there is substance to the concern and it can be addressed.

What does it mean?

You're a whistle-blower if you're a worker and you report certain types of wrongdoing. This will usually be something you've seen at work. Your concern may be related to types of misconduct with the young people that the Innovation Unit works with, financial misconduct within the team, and/or illegal or unethical behaviours. **The concern you disclose must be in the public interest.**

You're protected by law – you will not be treated unfairly or lose your job.

You can raise your concern any time about an incident that happened in the past, is happening now, or you believe will happen in the near future.

Types of concerns

As a whistle-blower you are protected by law if you: report a criminal offence; advise that you think that someone's health and safety is in danger; report a risk to (or actual damage to) the environment; report a

miscarriage of justice; advise that the organisation is breaking the law, and/or you believe someone is covering up wrongdoing.

Personal grievances **are not** concerns under the whistleblowing policy, unless your particular case is in the public interest. As such, any member of staff who has a grievance should raise it through the Grievance Policy and Procedure as outlined in the Policies and Procedures Handbook.

Procedure

Concerns should be expressed in writing to the Innovation Unit's Managing Partner, or the Chair of the Board. Contact details for both are available from your Project Lead, from the office or on our website.

If the concern requires the involvement of the police or other statutory authority, the whistleblowing process will be halted until the statutory authorities have completed their investigations and confirmed it is appropriate to continue with the internal process.

The Innovation Unit will ensure that the whistle-blower will not suffer detriment for having raised the concern, unless it is later proved that the information provided is false. All concerns will remain confidential as well as the employee's identity and will only be taken to external parties if required by the law. The organisation will support any whistle-blower throughout the investigatory process.

Response

The matter raised will be dealt with internally by the Managing Partner and the Chair of the Board, before following up via the necessary external procedures (whether that with the police or the local authority, or any other relevant authority).

You will normally receive a written response within 5 working days of the concern being raised. If this is not the case, you will receive a written communication as to the likely timescales.

ANTI-CORRUPTION AND BRIBERY POLICY

Introduction

It is our policy to conduct all of our business in an honest and ethical manner. We take a zero-tolerance approach to bribery and corruption and are committed to acting professionally, fairly and with integrity in all our business dealings and relationships wherever we operate and implementing and enforcing effective systems to counter bribery and corruption.

We will uphold all laws relevant to countering bribery and corruption. We are bound by UK laws, including the Bribery Act 2010, in respect of our conduct both at home and abroad.

Purpose of the policy

The purpose of this policy is to:

- set out our responsibilities, and of those working for us, in observing and upholding our position on bribery and corruption; and
- provide information and guidance to those working for us on how to recognise and deal with bribery and corruption issues.

It is a criminal offence to offer, promise, give, request, or accept a bribe. Individuals found guilty can be punished by up to ten years' imprisonment and/or a fine. If The Innovation unit fail to prevent bribery we

can face an unlimited fine, exclusion from tendering for public contracts, and damage to our reputation. We therefore take our legal responsibilities very seriously.

In this policy, **third party** means any individual or organisation you come into contact with during the course of your work for us, and includes actual and potential clients, customers, suppliers, distributors, business contacts, agents, advisers, and government and public bodies, including their advisors, representatives and officials, politicians and political parties.

Who must comply?

This policy applies to all persons working for us or any Group Company or on our behalf in any capacity, including employees at all levels, directors, officers, agency workers, seconded workers, volunteers, interns, agents, contractors, external consultants, third-party representatives and business partners, sponsors, or any other person associated with us, wherever located.

What are bribery and corruption?

Bribery is offering, promising, giving or accepting any financial or other advantage, to induce the recipient or any other person to act improperly in the performance of their functions, or to reward them for acting improperly, or where the recipient would act improperly by accepting the advantage.

An **advantage** includes money, gifts, loans, fees, hospitality, services, discounts, the award of a contract or anything else of value.

A person acts **improperly** where they act illegally, unethically, or contrary to an expectation of good faith or impartiality, or where they abuse a position of trust. The improper acts may be in relation to any business or professional activities, public functions, acts in the course of employment, or other activities by or on behalf of any organisation of any kind.

Corruption is the abuse of entrusted power or position for private gain.

What you must not do

It is not acceptable for you (or someone on your behalf) to:

- give, promise to give, or offer, a payment, gift or hospitality with the expectation or hope that a business advantage will be received, or to reward a business advantage already given;
- give or accept a gift or hospitality during any commercial negotiations or tender process, if this could be perceived as intended or likely to influence the outcome;
- accept a payment, gift or hospitality from a third party that you know or suspect is offered with the expectation that it we will provide a business advantage for them or anyone else in return;
- accept hospitality from a third party that is unduly lavish or extravagant under the circumstances.
- offer or accept a gift to or from government officials or representatives, or politicians or political parties, without the prior approval of the Project Lead or a Senior Leadership Team member;
- threaten or retaliate against another individual who has refused to commit a bribery offence or who has raised concerns under this policy; or
- engage in any other activity that might lead to a breach of this policy.

Facilitation payments and kickbacks

We do not make, and will not accept, facilitation payments or "**kickbacks**" of any kind.

Facilitation payments, also known as "**back-handers**" or "**grease payments**", are typically small, unofficial payments made to secure or expedite a routine or necessary action (for example by a government official). They are not common in the UK, but are common in some other jurisdictions in which we operate currently/may operate in in the future.

Kickbacks are typically payments made in return for a business favour or advantage.

You must avoid any activity that might lead to a facilitation payment or kickback being made or accepted by us or on our behalf, or that might suggest that such a payment will be made or accepted. If you are asked to make a payment on our behalf, you should always be mindful of what the payment is for and whether the amount requested is proportionate to the goods or services provided. You should always ask for a receipt which details the reason for the payment. If you have any suspicions, concerns or queries regarding a payment, you should raise these with the Project Lead or Head of Consultancy.

Gifts, hospitality and expenses

This policy allows reasonable and appropriate hospitality or entertainment given to or received from third parties, for the purposes of:

- establishing or maintaining good business relationships;
- improving or maintaining our image or reputation; or
- marketing or presenting our products and/or services effectively.

The giving and accepting of gifts is allowed if the following requirements are met:

- it is not made with the intention of influencing a third party to obtain or retain business or a business advantage, or to reward the provision or retention of business or a business advantage, or in explicit or implicit exchange for favours or benefits;
- it is given in our name, not in your name;
- it does not include cash or a cash equivalent (such as gift certificates or vouchers);
- it is appropriate in the circumstances, taking account of the reason for the gift, its timing and value. For example, in the UK it is customary for small gifts to be given at Christmas;
- it is given openly, not secretly, and
- it complies with any applicable local law.

Promotional gifts of low value such as branded stationery to or from existing customers, suppliers and business partners will usually be acceptable.

Reimbursing a third party's expenses, or accepting an offer to reimburse our expenses (for example, the costs of attending a business meeting) would not usually amount to bribery. However, a payment in excess of genuine and reasonable business expenses (such as the cost of an extended hotel stay) is not acceptable.

We appreciate that practice varies between countries and regions and what may be normal and acceptable in one region may not be in another. The test to be applied is whether in all the circumstances the gift, hospitality or payment is reasonable and justifiable. The intention behind it should always be considered.

How to raise a concern

You are encouraged to raise concerns about any issue or suspicion of bribery or corruption at the earliest possible stage.

If you are offered a bribe, or are asked to make one, or if you believe or suspect that any bribery, corruption or other breach of this policy has occurred or may occur, you must notify the Project Lead or Head of Consultancy. If you are unsure about whether a particular act constitutes bribery or corruption, raise it with the Project Lead or Head of Consultancy.

Breaches of this policy

Any employee who breaches this policy will face disciplinary action, which could result in dismissal for misconduct or gross misconduct.

We may terminate our relationship with other individuals and organisations working on our behalf if they breach this policy.

APPENDIX 2 – SUMMARY DETAILS OF SYSTEMS AND PROCESSES (AS PER SCHEDULE 2 OF THIS AGREEMENT)

SAFEGUARDING

Where the services provided to the Client include those that require the Consultant to work in a client-facing role in which he will/may either **(a) be in contact with children** or **(b) be in contact with adults at risk or abuse or neglect** to read, understand and comply with the following:

Safeguarding Code of conduct – agreement to comply with our Code of Conduct includes the following:

- (i) Prior to commencing work on any project, the Consultant is required to read and understand the provisions contained within the Institute of Employment Studies document: A Code of Practice for the Safety of Social Researchers, which will be issued by the Project Lead.
- (ii) In addition, all the Consultant is required to read and understand the Client's document 'Research and Safeguarding at IU', which will be issued by the Project Lead.
- (iii) Every Consultant who provides services to the Client must, at all times, ensure that:
 - their behaviour is appropriate;
 - they observe the rules established for the safety and security of children, young people and adults at risk of abuse and neglect;
 - they follow the procedures outlined in our Safeguarding Adults or Safeguarding Children Policies, and report a concern using the Concern Form;
 - they recognise the position of trust in which they have been placed; and
 - in every respect, the relationships they form with children, young people and vulnerable people in their care are appropriate.

HEALTH AND SAFETY

Definitions

The '**Health and Safety Lead**' refers to the Managing Partner of the Innovation Unit, who has overall responsibility for the Organisation's Health and Safety Management System.

The '**Health and Safety Manager**' refers to the allocated Health and Safety Manager: i.e. in terms of the low risk office environment in which the Organisation operates, the Health and Safety Manager has the necessary skills, knowledge and experience to manage health and safety and to implement the associated policies and processes.

Introduction

The Organisation recognises that it has a responsibility, under the Health and Safety at Work Act 1974 and other legislation, to ensure so far as it is reasonably practicable, the health, safety and welfare at work of its entire staff.

The Organisation also recognises a duty to service users, volunteers, visitors and others to ensure, so far as reasonably practicable, their health and safety whilst on its premises.

Roles and responsibilities

Ultimate responsibility for health and safety rests with the Managing Partner. The Health and Safety Manager has overall responsibility for implementing this policy.

The Organisation will, as far as is reasonably practicable:

- Control for risks in the workplace, as far as is reasonably practicable, through the undertaking of an annual risk assessment (or more often if required).
- Make arrangements for first-aid and accidents
- Provide such information, instruction, training and supervision that is necessary to ensure, so far as is reasonably practicable, the health, safety and welfare at work.
- Provide and maintain a working environment that is, so far as is reasonably practicable, a safe place of work with proper access to the place of work and adequate facilities and arrangements for welfare at work.
- Comply with all statutory requirements for safety, health and welfare, so far as is reasonably practicable.

All visitors, employees, volunteers and other participants involved in the activities of the Organisation have responsibility for taking care of their own health and safety, and that of the people that they work with.

Your responsibilities include:

- The duty to comply with all safety instructions and directions laid down by the Organisation.
- The duty to use properly the means and facilities provided for their health, safety and welfare.
- The duty to refrain from the wilful misuse or interference with anything provided in the interests of health, safety and welfare, and from any action that might endanger themselves or others.
- The duty to report any hazardous situation of which they are aware.

Employees, consultants and contractors

It is the responsibility of the Innovation Unit to ensure that the relevant health and safety policies are up to date.

In the event of a health and safety concern, the Innovation Unit Health and Safety Manager should be contacted and the details of this policy should be referred to.

Individual Responsibility: all consultants/associates and other persons entering onto the premises, or who are involved in Innovation Unit activities are responsible for exercising care in relation to themselves and others who may be affected by their actions. Those in charge of visitors (including contractors) must ensure that the visitors adhere to the appropriate requirements of this Health and Safety policy, as well as the requirements of the overall Health and Safety Management System.

Each consultant must:

- Make sure that work is carried out in accordance with this policy, procedures and risk assessments.
- Adhere to any training and instructions.
- Inform the Health and Safety Manager of any new hazards of which they become aware.
- Report all accidents, fires, incidents and defects as soon as practicable.
- Be familiar with the location of fire alarm points, fire escape routes, fire procedures and firefighting

equipment.

Organisation

The Managing Partner will review the Office Risk Assessment and this policy on an annual basis. The Health and Safety Manager will advise as and when the review of other documentation that forms part of the System should be undertaken; this will be undertaken at least biennially.

If new work is started, or new equipment introduced, the Health and Safety Manager will liaise with consultants co-ordinating the work to ensure that the requirements of the System are met.

Arrangements

The office is supplied with appropriate firefighting equipment, which is the responsibility of the Building Management Team.

Individuals with first aid training will be identified, and their names communicated to staff. The Health and Safety Manager will, in line with the First Aid Policy, assess the Organisation's requirements for trained First Aiders, and put in place the necessary arrangements.

Any other specific training deemed necessary by the Health and Safety Manager, in line with the policies and processes that make up the System, will be carried out and documented.

Note on fire and other emergencies

You must make yourself thoroughly familiar with the fire and emergency procedures which are available as part of the Organisation's Health and Safety Management System, as well as the Building's Management System. This will include familiarising yourself with knowledge of the building in case you are advised to move from one side of the building to another in an emergency. You also have a duty to participate in evacuation drills and fire training sessions, as required when on our premises.

IT SECURITY POLICY

The policy provides guidance about acceptable IT use when sending or receiving email messages and attachments, conducting instant messenger conversations, browsing the internet and when using other IT resources. The policy also describes the standards that users are expected to observe when using email or other IT communication media that are currently in place/may be put in place in future. Abuse or misuse (either deliberate or accidental) of any IT resource, could lead to an unnecessary exposure for you and Innovation Unit. Security is your responsibility and you should take every reasonable effort, to reduce the impact of your actions, when using Innovation Unit's IT systems.

Key Points

- Innovation Unit IT facilities should not be used for unlawful, defamatory or offensive purposes.
- Personal use of Innovation Unit's email/internet access and other communication media must not conflict with the organisation's policies, or your obligations to the organisation, and must be undertaken in your own time.
- Your Innovation Unit email address should not be used for any purpose which could damage the reputation of Innovation Unit.

- You must not engage in activities on the internet that could bring the organisation into disrepute.
- You must not download unauthorised software onto any of the organisation's systems.

Action in the event of a breach of the policy

Breaches of this policy may lead to a termination of this agreement. Transmission of some materials may also amount to a criminal offence. Where there is evidence of a criminal offence, the issue will be reported to the police for them to take appropriate action. We will co-operate with the police and other appropriate external agencies in the investigation of any alleged offence.

Unacceptable use of email, internet and other IT communication media

IT facilities provided by Innovation Unit for email, internet and other IT communication media should not be used:

- for personal use
- for information which you would not be happy to send by letter or by fax on Innovation Unit headed paper;
- for the transmission of material such that this infringes the intellectual property rights of another person, including copyright;
- for the transmission of any offensive, obscene or indecent images;
- for the creation or transmission of material which is designed or likely to cause annoyance, inconvenience or needless anxiety;
- for the creation or transmission of material that is abusive or threatening to others, or serves to harass or bully others;
- for the creation or transmission of material that either discriminates or encourages discrimination on racial or ethnic grounds, or on grounds of age, gender, sexual orientation, marital status, disability, political or religious beliefs;
- for the creation or transmission of material that includes false claims of a deceptive nature, or
- for the creation or transmission of material which brings or may bring Innovation Unit into disrepute.

Preventing the spread of malicious software including viruses

All users must take all reasonable steps to prevent the receipt and transmission by email or through downloading via the internet, any malicious software e.g. computer viruses.

In particular;

- you must follow the antivirus standard outlined by IU IT providers on your personal computers used to access IU data
- you must not transmit by email any file attachments which you know to be (or suspect may be) infected with a virus;
- you must not open email file attachments received from unsolicited or untrusted sources, as these could contain malware;
- if you receive inappropriate material delete it immediately and, if the sender is known to you, e-mail the sender to ask him/her to take you off the distribution list, and
- you must not click on any links in suspicious emails, as these could contain malware
- you must not install, modify, delete or uninstall software on IU computers, mobiles or laptop
- you must not download IU software on your personal equipment.

File sharing and privacy protocols and procedures



At the Innovation Unit, we use Google Drive to store and share all our electronic information. It is important that all associates understand our protocols around file sharing and privacy settings when using Google Drive. You must not download documents from the drive to your personal equipment. You must only share documents from Google Drive with other persons for the delivery of the service.

Monitoring

Monitoring and logging of Innovation Unit information technology infrastructure may be carried out in order to help protect the safety of the Innovation Unit user community and in order to preserve the confidentiality, integrity and availability of the data held by Innovation Unit information systems.

Consent

Use of Innovation Unit's information technology infrastructure authorised or unauthorised constitutes consent by the user to the monitoring of activities on these systems.

Unauthorised Use

Any discovered unauthorised use, as outlined in this policy or any associated policies, may give rise to disciplinary procedures and/or criminal prosecution.

