

Universities UK

Invitation to tender

Tender title: Responding to international humanitarian crises: supporting the Council for At-Risk Academics (Cara)

24 March 2023

Prepared by: Jamie Arrowsmith, Director, Universities UK International

Invitation to tender

This specification invites tenders for a research project with the title “**Responding to international humanitarian crises: supporting the Council for At-Risk Academics (Cara)**”.

This invitation to tender (ITT) is available to download at universitiesuk.ac.uk.

Universities UK (UUK)

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

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

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

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

Background

The role of Cara

Cara (the Council for At-Risk Academics - <https://www.cara.ngo/>) provides urgently needed help to academics in immediate danger, those forced into exile, and many who choose to work on in their home countries despite serious risks. Cara also supports higher education institutions whose work is at risk or compromised.

Every year, Cara's Fellowship Programme receives hundreds of requests for help from desperate academics, in immediate danger of arrest, injury or even death.

In partnership with universities and research institutes, learned societies and other like-minded organisations, as well as many academics and other individuals, Cara offers them practical and financial help, and assistance to reach a place where they can continue their work in safety.

Cara is the leading organisation of its type based in Europe. It is unique in its focus on helping those who are still in immediate danger, rather than already in exile, and in providing 2- or 3-year award packages as standard. Cara also runs ground-breaking programmes to help those trying to work on in their countries, despite the risks, and those forced into exile in the surrounding region; the current such programme is Cara's Syria Programme.

Challenge

The support of the 134 universities and research institutes that make up Cara's UK Universities and Research Network is central to the effective delivery of Cara's work.

As an organisation, in the last year alone Cara has launched major appeals and programmes to support at-risk academics and their families in response to the Taliban take-over in Afghanistan, Russia's invasion of Ukraine, and the earthquakes in Turkey and Syria, which directly affected many of those exiled Syrian academics working in Cara's Syria Programme.

The approach relies on the support and goodwill of universities and hundreds of individual and organisational supporters. University support is critically important to the Fellowship Programme in particular, as the institutions that agree to host a 'Cara Fellow' normally cover all or at least a large part of the cost (in 2022 the total figure for such support, in terms of fee waivers, accommodation and living costs etc. came to just under £9m). Most of Cara's 134 Network members also contribute to Cara's running costs through a voluntary annual subscription, at a level chosen by each institution and currently in a range of £1,000 - £50,000 per annum. In the current academic year total subscription income will exceed £500,000 pa. Cara also receives grants from a wide range of foundations and trusts, large and small, the former including Mellon, OSF, Wellcome, Wolfson and Garfield Weston.

However, the scale of need presents challenges of capacity, both for Cara and universities. It is therefore timely to consider how the organisation might be properly resourced in the

long term, and how a more strategic approach to fundraising and capacity might be developed.

Aims of the commission

We are seeking a consultant to advise on developing a longer-term fundraising strategy for Cara. The commission should:

- Describe Cara's current funding modalities
- Evaluate the strengths and challenges of the current approach
- Identify case studies of similar organisations that have developed and implemented effective sustainable fundraising strategies
- Make recommendations for a long-term fundraising strategy that provides resources for Cara to maximise its impact.

Intended outcomes of the commission

The outcome of this commission is that Cara will have access to evidence-based advice that can inform the development of a long-term fundraising strategy.

Research required

This research will

- Draw on desk-based research and interviews with Cara representatives, funders, and stakeholders.
- Consult officials and donor organisations as appropriate.
- Describe a small number (2-3) of case studies from organisations with similar scope (anonymised if appropriate) to demonstrate how similar organisations have developed sustainable funding strategies.

Anticipated deliverables

The anticipated deliverable is a short report for consideration by Cara and a wider community of stakeholders, donors, and funders.

Budget and timeline

The total budget available for this project is **£25,000 exclusive of VAT**. This will be payable in two tranches:

- 50% on signing of the contract
- 50% on satisfactory completion of the project.

Funding for this project is provided as part of a grant from UKRI/Research England.

This project must begin no later than **24 April 2023**.

All outputs must be satisfactorily delivered to UUK no later than **15 July 2023**.

Management, monitoring and oversight

This project will be managed by Rosalyn Boxall, Partnerships Manager at Universities UK International (UUKi) in collaboration with senior representation from Cara.

The appointed supplier will be expected to provide light touch fortnightly monitoring reports to track progress against agreed milestones.

The contracting entity for this project will be Universities UK.

Tender requirements

1. The tender proposal

Candidates should deliver a concise tender (8 pages maximum excluding CVs), focusing on the proposed work and budget. The tender should include information on the following:

- details of organisation including name, legal status, full contact details and lead contact
- details or CVs of staff who will undertake the work and a clear break down of how much time each person will contribute to the project
- details of other pieces of work that you/your organisation has delivered which are similar in focus, scope and tone to the project / activity
- reasons why you are interested in applying for the research project
- professional experience and expertise relevant to the project / activity including experience and expertise of working within the UK HE sector and on issues connected to the research
- any other details about yourself or your organisation you feel may be relevant
- a proposed approach/methodology to deliver the research / activity including:
- a clear timetable for the work, including key milestones and clear timescales for completing the project
- a schedule of all costs including a detailed breakdown of how costs will be allocated in terms of staff hours, travel, VAT etc, including any preferred variation to the payment terms set out in section 2 below
- details of any potential sensitivities involved in researching this area and how they will be managed
- a risk assessment of your proposed approach and how you will mitigate any key risks
- conflicts of interest (as requested in section 7 below)
- a signed certificate of non-collusion and declaration, set out in the form given in **Appendix A** to this ITT.
- If the tender is submitted on behalf of a consortium, please:
 - list the members of the consortium
 - identify the lead member and a point of contact
- If the tender contains a sub-contracting relationship please state:
 - the main contractor and sub-contractors
 - the nature of this relationship.

2. Fees

The total amount available for this work, including all fees and expenses is **£25,000 exclusive of VAT**. This includes all attendance fees, conference fees and expenses related to the project. Project overheads should not exceed 20% of the total direct costs.

Our intention is to pay for the work in two stages:

- Initial payment of 50% on signing the contract;
- Final payment of 50% on satisfactory completion of the project.

UUK wishes to agree a fixed price for the work.

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

3. Selection criteria

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

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

- Relevant experience and research credibility of the individual, including similar reports or other relevant publications and track record in managing credible and significant research projects.
- An understanding of the higher education sector and an awareness of its response to the invasion of Ukraine.
- Appropriateness of the proposed methodology in terms of securing credible and robust research.
- Feasibility of completing a practical programme of work to a high quality within the specified timetable.
- Understanding of need to work closely with UUK's strategic aims for the project.
- Risk mitigation.
- Overall value for money.

4. References

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

5. Timing

The candidate should note the following key dates:

- This project must begin no later than **24 April 2023**
- Deadline for receipt of emailed tenders: **14 April 2023 at 12 noon GMT**
- Award of tender to successful candidate: **20 April 2023**
- All outputs must be satisfactorily delivered to UUK no later than **15 July 2023**
- Shortlisted applicants are likely to be invited to interview which will take place on **19 April 2023**.

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

6. Reporting responsibilities

The successful candidate will report to Rosalynd Boxall, Partnerships Manager at Universities UK International (UUKi).

7. Conflict of interest

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

8. Tender submission

Please **email, attaching your response** in English to Rosalynd Boxall (rosalynd.boxall@international.ac.uk) with copy to Dajana Dzanovic (dajana.dzanovic@international.ac.uk) with the subject marked as: **Cara tender response: [your name]**.

The email containing the tender documents attached should arrive no later than 14 April 2023 at 12 noon GMT.

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

9. Contracting

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

10. Further information

For further details, please contact Rosalynd Boxall, Partnerships Manager at Universities UK International (UUKi) by email at rosalynd.boxall@international.ac.uk. Rosalynd is also candidates' point of contact for any queries that you have relating to this ITT.

Any queries should clearly reference the appropriate paragraph in the documentation and, to the extent possible, should be aggregated rather than sent individually. The deadline for submitting queries is **5 April 2023**.

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

Please note that no pre-tender negotiations are permitted.

Confidentiality statement and disclaimer

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

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

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

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

UUK rights to cancel

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

Appendix A

Certificate of Non-Collusion and Declaration

I certify that:

- a. The prices in the Tender have been arrived at independently, without consultation, communication, agreement or understanding for the purpose of restricting competition, as to any matter relating to such prices, with any other Candidate or with any competitor.
- b. Unless otherwise required by law, the prices which have been quoted in the Tender have not knowingly been disclosed by the Candidate, directly or indirectly, to any other Candidate or competitor, nor will they be so disclosed.
- c. No attempt has been made or will be made by the Candidate to induce any other person or firm to submit or not to submit a Tender for the purpose of restricting competition.
- d. No attempt has been made directly or indirectly to canvas any employee or adviser of UUK concerning the award of the contract which is the subject of this invitation to tender.

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

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

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

Signed:

Name:

Date:

On behalf of:

Appendix B

Contract for Consultancy Services

This contract is made this day of 2023 between:

“the Contractor”

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

Hereinafter called
“Universities UK”

It is hereby agreed as follows:

1. **Scope of work**

The Contractor will undertake project support work for Universities UK

- Universities UK's invitation to tender – **Responding to international humanitarian crises: supporting the Council for At-Risk Academics (Cara)**
- Contractor's original tender document in respect of this work, dated [enter date]

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

2. **Assignment of subcontracting**

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

3. **Contacts**

Universities UK's contacts will be:

Rosalynd Boxall, Partnerships Manager at Universities UK International (UUKi),
rosalynd.boxall@international.ac.uk

The Contractor's contacts will be: [Name] Email:

4. **Publicity**

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

5. **Confidentiality**

The Contractor will respect and maintain the confidentiality of any information given to them by Universities UK or its agencies or by any higher education institutions involved in

the study and will not reveal any part of such information or any part of the described study and its findings to a third party without the prior written consent of Universities UK.

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

- a. The Contractor shall be registered appropriately with the Data Protection Registrar and shall comply with all statutory regulations relating to its use of data supplied by Universities UK.
- b. Data supplied by Universities UK to the Contractor shall not be used by the Contractor for any purpose other than that outlined in the study specification as set out in Universities UK's invitation to tender.
- c. The Contractor will ensure that personal data is not disclosed to any third party.
- d. The Contractor will ensure that the data is processed fairly and surrounded by proper security.
- e. The Contractor will destroy any statistical and personal data supplied by Universities UK when and if required to do so by Universities UK and provide confirmation as to its destruction in such form as Universities UK may reasonably require.
- f. The Contractor will return any documentation supplied to it during the course of the contract by Universities UK for the purposes of carrying out the study.
- g. The Contractor is liable for any compensation in legal costs incurred by Universities UK from the loss and / or misuse, of data supplied to the Contractor.

7. Freedom of Information

If the Contractor receives a request under the Freedom of Information Act 2000 to disclose any information that, under this Agreement, is Universities UK's Confidential Information, it will notify Universities UK and will consult with Universities UK. Universities UK will respond to the Contractor within 10 days after receiving the Contractor's notice if that notice requests Universities UK to provide information to assist the Contractor to

determine whether or not an exemption to the Freedom of Information Act applies to the information requested under that Act.

8. Business Ethics and Conflict of Interest and Warranty

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

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

9. Liability

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

10. Timescale

The timescale for this contract is:

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

All planned work will be completed by the Contractor in accordance with the timetable stated above and within the life of this contract. Time is agreed to be of the essence in relation to the Contractor's delivery of work in accordance with the timetable stated above.

The Contractor will provide such information as is required to enable Universities UK to monitor progress.

11. Payment

The total fee for the contract will not exceed **£25,000 exclusive of VAT**.

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

- i. Initial payment **£12,500 exclusive of VAT**
- ii. Final payment **remainder amount and up to £12,500 exclusive of VAT**

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

Invoices are to be sent by email to Rosalynd Boxall (rosalynd.boxall@international.ac.uk) with copy to Dajana Dzanovic (dajana.dzanovic@international.ac.uk). Receipts will be submitted to support claims for reasonable expenses incurred.

12. Settlement Terms

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

13. Termination

Universities UK may terminate the contract for any reason on giving twenty one (21) days written notice.

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

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

14. Force Majeure

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

15. Copyright and Intellectual Property

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

Universities UK reserves the right to publish or not to publish, but, subject to the prior written approval of Universities UK, the Contractor will be able to make use of the material

in other research but shall not be entitled to profit from the commercial exploitation of such material without agreeing appropriate royalties with Universities UK. The latter is conditional on the Contractor treating all information obtained during the course of the contract in strict confidence.

The Contractor may publish articles based on the final written report following its acceptance and as approved in advance by Universities UK.

16. Publication of Final Report

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

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

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

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

17. General

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

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

FOR: CONTRACTOR

FOR: Universities UK

BY:

BY:

[Name and position]

[Name and position]

DATE:

DATE: