



**The Environmental Association for Universities and
Colleges**

Invitation to Tender

**Members for the Accreditation Team for
Learning in Future Environments (LiFE)**

14th December 2011

Part 1: Introduction

1. The Environmental Association for Universities and Colleges (the “EAUC”) invites tenders members for the Accreditation Team of the Learning in Future Environments (LiFE) project.
2. LiFE is delivered by the EAUC and is funded by the four UK Higher Education Funding Councils: the Higher Education Funding Council for England (HEFCE), the Scottish Funding Council (SFC), the Higher Education Funding Council for Wales (HEFCW) and Department for Employment and Learning Northern Ireland (DELNI). LiFE is a comprehensive performance improvement project developed specifically to help colleges and universities manage, measure, improve and promote their social responsibility and sustainability performance to bring about radical change in the way the sector approach’s issues.
3. The contract will commence on 1st February 2012 and will be on-going and reviewed on an annual basis or until otherwise terminated.
4. The Invitation to Tender (the “ITT”):
 - details the background of this procurement;
 - specifies the activities and outputs which the EAUC wishes to procure (the “EAUC’s Requirements”); and
 - provides the details of the competition being conducted by the EAUC to select a supplier to enter into a contract for the provision of the EAUC’s Requirements.
5. In this ITT, references to the “Tenderer” are to the company, partnership, individual or other legal entity which, in response to this ITT, prepares and submits a tender to the EAUC in accordance with this ITT. That tender is referred to in this ITT as the “Tender”.

Part 2: The procurement

6. **Appendix i** to this ITT provides background information in relation to the EAUC generally, and also to this procurement.

Value of the tender

The value of the tender to audit and accredit LiFE submission as identified in the requirements below is up to £800 plus VAT (where applicable) per submission.

The specification

7. The EAUC’s requirements are set out below. This is the “Specification”. The Specification will form part of the contract between the EAUC and the successful tenderer.

The EAUC's requirements are as follows:

A dedicated LiFE Accreditation Team will assess and accredit submissions, adopting a consistent and transparent approach to the accreditation process. This will ensure consistency in results and promote confidence in the robustness of the system both from within and outside the sector.

The requirement will be to:

- Read, assess and score the evidence an institution provides against pre-determined criteria which will be provided by the lead assessor;
- Provide written feedback which will be given to the participants. The feedback should be fair, objective, and scholarly and offer positive, constructive criticism where appropriate. The feedback should also be relevant to the institution and should be to suitable depths as instructed ;
- The written feedback, final scores & breakdown of scores and accreditation should all be uploaded onto the LiFE system within the allotted timeframe to enable the institution to generate its feedback report;
- Treat all three points covered above as confidential information;
- Take part in group discussions and training with the other LiFE Assessors to ensure a consistency of approach;
- Provide input into a biennial review of LiFE as required;
- Be able to undertake the assessment and provide feedback in the allotted timeframe;
- Provide support to other LiFE Assessors on your particular area of expertise;
- Undertake the review of Applications for Innovation; following the selection process to identify and award applications that are demonstrating true innovation;
- Identify weaknesses in existing methods in the LiFE project and provide advice on how the process could be improved;
- Where appropriate, feed into the internal and external assurance process for LiFE;
- Participate in discussion networks and forums; and
- Support EAUC in the delivery of LiFE training and support to the sector. All LiFE training and support for the sector and individual institutions will come through the EAUC. The EAUC will in turn coordinate allocating the work to consultants that work with the EAUC, including those in the LiFE Assessment and Accreditation team. The decisions of the EAUC are to be complied with.
- In the first instance the EAUC will recruit a team of three consultants for the LiFE Assessment and Accreditation Team. Each team member will be required to allocate time to their role, which is dependent on the number of institutions participating in LiFE that pay for accreditation; note that the EAUC does not guarantee any work at any time.

In the first instance the EAUC will recruit a team of three consultants for the LiFE Assessment and Accreditation Team; seven consultants will be approved and placed in the reserve for when the resource is required over the next two years. Each team member will be required to allocate time to their role, which is dependent on the number of institutions participating in LiFE that pay for accreditation; note that the EAUC does not guarantee any work at any time.

Any consultancy work generated through the Learning in Future Environments (LiFE) project that the EAUC runs will be undertaken by the EAUC Consultancy Framework. A separate Invitation to Tender has been published on the EAUC website to recruit the Consultancy Framework team; tenderers are welcome to apply to one or both, note however applications must be submitted separately for each of the two Tenders.

To avoid conflicts of interest a clear Terms of Reference and Code of Conduct has been developed which can be found in **Appendix vii**. If you agree to take this role it will be necessary to sign and adhere to this.

Assessment criteria:

The Assessment criteria can be viewed in **Appendix ii**.

Part 3: Tender requirements

8. This Part 3 of the ITT is concerned with instruction to Tenderers on submission of Tenders, including an explanation of the required content of Tenders.

Introductory requirements

9. The Tenderer should include full contact details, including the legal name of the Tenderer, a full postal address, VAT registration (if applicable), insurance details/ proof of insurance and, where the Tenderer is a company, the company number and the registered office.
10. A telephone number, fax number and email contact details for the Tenderer should also be provided.

Tender specific requirements

11. All Tenders should include the following information:
- a. Information demonstrating the Tenders ability to meet the requirements of the Specification;
 - b. the Tenderer's relevant skills and previous experience;
 - c. the name of the person who will be principally responsible for performance and fulfilment of the EAUC's Requirements, together with details of that person's education and professional qualifications and relevant skills and experience;
 - d. details of the other key personnel who would be involved in the performance and fulfilment of the EAUC's Requirements and their educational and professional qualification and relevant skills and experience;
 - e. confirmation that the Tenderer will be able to accept the EAUC's standard Terms and Conditions, as issued with this ITT;
 - f. confirmation that the Tenderer:
 - i. is not subject to proceedings relating to bankruptcy, insolvency, administration, receivership or any equivalent proceedings;
 - ii. is not aware of any such pending proceedings; and

- iii. has not made any composition or arrangements with or for the benefits of its creditors;
 - g. confirmation that the Tenderer has not, and none of its directors, officers or proprietors have, been convicted of any criminal offence related to the business of the Tenderer or professional conduct.
12. Notwithstanding the requirements above at 16(f) below as to the EAUC's Standard Terms and Conditions, if a Tenderer believes that it can only submit a sustainable Tender with certain qualifications to those Terms and Conditions, the EAUC may accept a Tender that is qualified in that respect to the minimum extent necessary and shall evaluate that Tender accordingly.
13. Any such qualification to the EAUC's standard Terms and Conditions should be indicated by including as part of the Tender a matrix which details the particular clause of those terms and conditions which the Tenderer wishes to qualify and a precise description of that qualification. If possible, the Tenderer should also provide details of any alteration to its proposed contract price which the Tenderer would require to make in order to comply fully with the EAUC's standard Terms and Conditions.

General Requirements

14. Tenderers should submit an electronic copy their Tender and (with files in Microsoft Word or pdf format) to shayward@eauc.org.uk. All Tenders shall be submitted in English.
15. Where appropriate, all prices shall be stated in Sterling, showing where applicable VAT.

Sub-contractors

16. If the Tenderer proposes to use sub-contractors in relation to the performance and fulfilment of the EAUC's Requirements, then the Tenderer must provide the same details in respect of each sub-contractor as it is asked to provide in respect of itself. For example, contact details should be given for each sub-contractor, as should key personnel, financial and insurance information.

Completion of Tenders

17. Tenderers must include with their Tender signed copies of the *Form of Tender* and the *Bona Fide Competitive Tender Form*, copies of which are included in **Appendices iv** and **v** of this ITT respectively.

Compliance

18. Please note that if a Tenderer does not comply with any of the requirements of this ITT as regards the Tender, the EAUC may (at its sole discretion) reject that Tender.

Submission of Tenders

19. Tenders should be submitted via email, clearly labelled as a "Tender Submission".

20. Tenders should be sent to:
shayward@eauc.org.uk

21. Tenderers should ensure that their Tender is submitted to the EAUC no later than **12 noon on Tuesday 11th January 2012** (the “tender return date”).

Part 4: The tender process

22. Following the tender return date, an EAUC Assessment Panel will evaluate the Tenders it has received using the Evaluation Criteria outlined in **Appendix ii**. The panel shall be responsible for identifying the successful Tenderer.

23. The EAUC’s indicative procurement timetable is as follows:

Date	Task
14 th December 2011	Issue of ITT
11 th January 2012	Tender Return Date
16 th January 2012	Tender Interviews
23 rd January 2012	Contract Award
1 st February 2012	Contact Completion

Enquiries by Tenderers

24. During the Tender preparation period, Tenderers may submit written questions and requests for clarification or further information. Tenderers should address their questions and requests for clarification or further information as regards any technical or administrative enquiries to Sarah Hayward, Learning in Future Environments Project Manager (shayward@eauc.org.uk). In the case that she is not available enquires can also be sent to Iain Patton, Project Sponsor (ipatton@eauc.org.uk).

25. Tenderers should only communicate with the EAUC in this way during the tender process.

26. Where any such enquiry has been made, the EAUC may, if it considers it appropriate, circulate to all Tenderers a copy of the enquiry and the written response, preserving the anonymity of the enquirer.

27. If a Tenderer does not wish an enquiry to be circulated in this way, this should be clearly indicated in the enquiry. If the EAUC considers that an enquiry submitted in this way cannot be answered without compromising the integrity of a fair and open procurement process, the EAUC will advise the Tenderer of this.

Clarification after submission of Tenders

28. The EAUC may request clarification or further information of any part of a Tender at any time prior to completing the evaluation of Tenders and Tenderers shall respond promptly to any such clarifications. Any such clarification or further information may be taken into account by the EAUC in evaluating tenders.

Notification of outcome

29. All Tenderers who submit a Tender will be notified of the outcome of the tendering process via email.

Part 5: Conditions of Participation

30. **Appendix iii** contains conditions which apply to this procurement exercise, including as regards, for example, confidentiality, non-collusion and the EAUC's rights. The attention of the Tenderer is drawn to these conditions.

Part 6: Conclusion

31. The EAUC appreciates the time and effort which will be expended in preparing the Tender and looks forward to receiving this.

Appendix i: Background information

The Environmental Association for Universities and Colleges (the “EAUC”)

The EAUC is the environmental and sustainability champion within the further and higher education sectors. We are a member association supporting universities and colleges across the UK. Through the provision of training, advice, guidance and support, our aim is to ensure that our members have access to latest information relating to environmental legislation, technologies, best practice and research to enable each institution to improve its environmental performance.

Further details of our activities can be found at www.eauc.org.uk.

The EAUC project manage LiFE, which is a comprehensive performance improvement system developed specifically to help colleges and universities to manage, measure, improve and promote their social responsibility and sustainability performance.

Further details can be found at <http://www.thelifeindex.org.uk/>.

Appendix ii: Evaluation Criteria

1. Introduction

- 1.1. Tenders will be evaluated by the EAUC in accordance with the evaluation process set out in this Appendix ii.

2. Standing of Tenderer

- 2.1. The financial and insurance information provided by Tenderers in their Tenders will be used by the EAUC to assess the financial standing of the Tenderer.
- 2.2. Any Tenderer which the EAUC considers to be subject to insolvency (or similar) proceedings may not be taken forward.
- 2.3. Any Tenderer which the EAUC considers to have material and relevant convictions relating to the Tenderer's business or professional conduct may not be taken forward.

3. Evaluation Process

- 3.1. All Tenders will be checked initially for compliance with the ITT and for completeness.
- 3.2. Clarification may be sought from Tenderers in order to determine if a Tender is compliant and complete.
- 3.3. Any Tender which is not substantially compliant and/or complete with the ITT may, in the EAUC's sole discretion, be rejected.
- 3.4. Complete and compliant Tenders will be evaluated by the EAUC to determine the most economically advantageous Tender based on the following criteria.

Ability to:

- Read, assess and score the evidence an institution provides against pre-determined criteria which will be provided by the lead assessor;
- Provide written feedback which will be given to the participants. The feedback should be fair, objective, and scholarly and offer positive, constructive criticism where appropriate. The feedback should also be relevant to the institution and should be to suitable depths as instructed ;
- The written feedback, final scores & breakdown of scores and accreditation should all be uploaded onto the LiFE system within the allotted timeframe to enable the institution to generate its feedback report;
- Treat all three points covered above as confidential information;
- Take part in group discussions and training with the other LiFE Assessors to ensure a consistency of approach;
- Provide input into a biennial review of LiFE as required;
- Be able to undertake the assessment and provide feedback in the allotted timeframe;

- Provide support to other LiFE Assessors on your particular area of expertise;
- Undertake the review of Applications for Innovation; following the selection process to identify and award applications that are demonstrating true innovation;
- Identify weaknesses in existing methods in the LiFE project and provide advice on how the process could be improved;
- Where appropriate, feed into the internal and external assurance process for LiFE;
- Participate in discussion networks and forums; and
- Support EAUC in the delivery of LiFE training and support to the sector. All LiFE training and support for the sector and individual institutions will come through the EAUC. The EAUC will in turn coordinate allocating the work to consultants that work with the EAUC, including those in the LiFE Assessment and Accreditation team. The decisions of the EAUC are to be complied with.

Demonstrate:

- the likelihood of delivering the above to a high quality standard;
- the extent to which the Tenderer would provide clear value for money;
- the likelihood of keeping to timescales and milestones provided from the EAUC;
- the extent of the Tenderer's acceptance of the EAUC's standard Terms and Conditions; and
- the relevance of the Tenderer's experience as outlined below in the personal specification

Person Specification

Essential	Preferred
Nationally/internationally recognized expert in one or more of the institutional priority areas	Certified assessor with UK Accreditation Service
Professional involvement with a current or recent project in sustainable development and/or social responsibility	Record of peer review within the past five years (<i>other priority areas</i>)
Established track record of working with the tertiary sector.	Knowledge of international government policy on sustainable development and social responsibility
Knowledge of national government and education funding council policy in given territory on sustainable development and social responsibility	Experience of contributing to formal accreditation schemes
IT literate	
Understanding and committed to the EAUC's Vision, Mission and Values and the aims and objectives of LiFE	
Ability to work independently but also as part of a small but dynamic team	

Excellent written and verbal communication skills	
Individual or company are at least EAUC Bronze Company Member or Educational Member where applicable	

Appendix iii: Conditions of Tendering

1. Confidentiality

1.1. In this section 1, "Information" means the information contained in this ITT or sent with it, or which has been or will be made available to the Tenderer by the EAUC in connection with any further enquiries in relation to its subject matter.

1.2. The Information is being made available to Tenderers by the EAUC on condition that:

- Tenderers shall at all time treat the Information as confidential;
- Tenderers shall not disclose, copy, reproduce, distribute or pass the Information to any other person at any time or permit or suffer any of these things to happen;
- Tenderers shall not use the Information for any purpose other than for the purpose of submitting (or deciding whether to submit) a Tender.

1.3. Tenderers may disclose, distribute or pass Information to another person if either:

- this is done for the sole purpose of enabling a Tender to be submitted and the party receiving the Information undertakes in writing to keep the Information confidential on the same terms as set out above;
- they are required to do so by law; or
- the Tenderer obtains the prior written consent of the EAUC in relation to such disclosure, distribution or passing of Information.

2. Accuracy of Information

2.1. The Information has been prepared by the EAUC in good faith but does not purport to be comprehensive or to have been independently verified and is not warranted.

3. Canvassing and Collusion

3.1. Any Tenderer who, in conjunction with this competition or any resulting contract:

- offers any inducement, fee or reward to any member or officer of the EAUC or any person acting as an adviser for the EAUC in connection with this competition or the contract; or
- does anything which would constitute a breach of the Prevention of Corruption Acts 1889 to 1916; or
- contacts any officer of the EAUC prior to the contract being awarded about any aspect of this competition or the contract in a manner not permitted by this ITT; or
- commits any of the acts prohibited by the *Bona Fide Competitive Tender* form;

may be disqualified (without prejudice to any other civil remedies available to the EAUC and without prejudice to any criminal liability which such conduct by a Tenderer may attract).

4. The EAUC's right to reject bids

- 4.1. The issue of this ITT in no way commits the EAUC to award any contract pursuant to the tendering process. The EAUC is not bound to accept the lowest or any Tender and reserves the right to accept any Tender either in whole or in part.
- 4.2. The EAUC reserves the right at its sole discretion to withdraw from the tendering process at any stage.

5. Tendering Costs

- 5.1. Tenderers shall bear their own costs of tendering. The EAUC shall not be liable for the costs of tender preparation, regardless of the outcome of the tender process.

6. Amendments

- 6.1. The EAUC reserves the right to issue amendments to the ITT prior to the Tender Return Date. These will be issued to all Tenderers at the same time and Tenders received will be assumed to take account of any such amendments.

7. Sub-contractors

- 7.1. Where a Tenderer intends to use sub-contractors, it will be the responsibility of that Tenderer to provide its proposed sub-contractors with all the necessary information regarding this ITT.

Appendix iv: Form of tender for the Environmental Association for Universities and Colleges (the “EAUC”)

(* Delete as appropriate)

The tenderer named below (the “Tenderer”) hereby contracts and agrees on the written acceptance of the Tender by the EAUC to provide the goods and/or services in the Specification in accordance with the EAUC Standard Conditions of Contracts for [*Goods and Services/Professional Services], each as set out in or sent with the EAUC’s Invitation to Tender (the “ITT”).

The Tenderer undertakes that its tender is submitted in accordance with the ITT, and in particular with:

- this Form of Tender included within the ITT;
- the Certificate of Bona Fide Tender included within the ITT;
- the Specification for the Accreditation Team for the Learning in Future Environments project included within the ITT; and
- the EAUC Standard Conditions of Contract for Professional Services.

The Tender shall remain open for acceptance by the EAUC for 28 days from the Tender return date.

The Tenderer understands that the EAUC is not bound to accept the lowest or any tender and shall not be bound to use any selected contractor as a sole or exclusive supplier.

Signature.....

Name.....(BLOCK CAPITALS)

Designation.....

Duly authorised to sign Tenders for an on behalf of:

Name of Tenderer.....

Nature of Firm (Company, partnership, etc).....

Address.....

.....

.....

Telephone Number.....

Date.....

Appendix v: Certificate of Bona Fide Competitive Tender

Tender for: the Accreditation Team for the Learning in Future Environments project

1. The tenderer named below (the “Tenderer”) certifies that this is a bona fide tender, intended to be competitive, and that the prices tendered have not been affected by any arrangement or agreement with any other person. In particular, the Tenderer certifies that it has not, at any time prior to the time and date set for return of this Tender:
 - 1.1. communicated to any person other than the designated recipient of the Tender the amount or approximate amount of the tender, except where such disclosure, in confidence, was necessary to obtain insurance cover quotations or sureties for the preparation of the Tender;
 - 1.2. entered into any arrangement with any other person whereby that person will refrain from tendering, or in connection with the amount of any tender to be submitted;
 - 1.3. offered or paid or given, or agreed to pay or give, any inducement (financial or otherwise) to any person with a view to affecting the propriety of the tendering process in any way.
2. The Tenderer undertakes that it will not, at any time, do or procure that doing of any of the acts mentioned in paragraphs 1.2 and 1.3 above, and that it will not, at any time prior to the time and date specified for the return of tenders, do or procure the doing of the act mentioned in paragraph 1.1 above.
3. In this certificate, the word “person” includes any individual, partnership, association or body, either corporate or unincorporated; and “any agreement or arrangement” includes any transaction, formal or informal, and whether legally binding or not.
4. The Tenderer declares that the prices tendered are/are not* affected by any prospect of a subsidy or other assistance from government or other public authority (*please delete as appropriate).
5. Details of subsidy or other assistance from government or other public authority are as follows (please provide details of scheme, source of funds and amount):

.....

.....

.....

6. The Tenderer certifies that any such subsidy or other assistance from government or other public authority is fully compliant with all relevant national and European competition law.

Signature.....

Name.....(BLOCK CAPITALS)

Designation.....

Duly authorised to sign Tenders for an on behalf of:

Name of Tenderer.....

Nature of Firm (Company, partnership, etc).....

Address.....

.....

.....

Telephone Number.....

Date.....

Appendix vi: EAUC Standard Terms and Conditions (Professional Consultant Services)

In these Conditions the following words shall have the following meanings: "The EAUC" means Environmental Association for Universities and Colleges (a company registered in England and Wales under No. 5183502, Charity No.1106172 whose registered office is The Park, University of Gloucestershire, Cheltenham, GL50 2RH. "You" means the person, firm or company to whom the Contract is addressed such person firm or company being an independent contractor willing and able to provide services to the EAUC and "your" shall be interpreted accordingly; the "Contract" means the EAUC's Authorised written instructions or amendment to such written instructions to You to supply the Services; "Authorised" means signed by one of the EAUC's Authorised Officers; the "Services" means independent advisory and consulting services as described in the attached Consultancy Assignment Schedule and/or agreed action plan and such other projects and management issues as shall, from time to time, be assigned to it by the EAUC; "Conditions" means these terms and conditions for consultants; the "Agreement" means an agreement for the provision of the Services comprising these Conditions, the Contract and your acceptance of the Contract

1. The EAUC has offered and You have accepted engagement, on the terms set out in the Agreement, to provide the Services by all reasonable and proper means, to maintain, improve and extend the business of the EAUC and to further their reputation and business interests.
2. In consideration of the Services provided by You, the EAUC shall, within 21 days of your provision of the Services and upon receipt of an invoice from You pay to You the consultancy fee detailed in the Contract.
3. You shall provide Services to the EAUC for the period of the Agreement unless terminated during such period by either the EAUC or You giving to the other not less than 1 weeks' notice to that effect or in accordance with either of clauses 14 or 15 below.
4. During the period of the Agreement You may accept and perform engagements from other companies, firms or persons which do not impinge upon your ability to provide the Services at such times and in such manner as may (in the reasonable opinion of the EAUC) be convenient to the EAUC provided that You shall not accept any employment or engagement by any person, firm or company which is similar to or in any way competitive with any of the businesses of the EAUC without the prior written consent of the EAUC.
5. Throughout the term of the Agreement You shall, when required, give to the EAUC (or to such other person or persons as it may direct) such written or oral advice or information regarding any of the Services as it may reasonably require.
6. You agree exclusively to provide the Services to the EAUC on such days and at such times as the EAUC may require throughout the period the Agreement and to ensure that you provide the Services to the best of your ability and in an expert and diligent manner.
7. You shall not have any authority to incur any expenditure in the name of or for the account of the EAUC unless the EAUC shall have agreed in advance to it being so incurred or hold itself out or permit itself to be held out as having any authority to do or say anything on behalf of or in the name of the EAUC unless the EAUC shall have consented in advance to its so doing or saying. Where travel and subsistence expenditure has been agreed, this is to follow the current EAUC Travel Policy guidelines and will not be reimbursed unless these are adhered to.

8. You warrant and represent to the EAUC that you are an independent contractor and, as such, bear sole responsibility for the payment of tax and national insurance contributions which may be found due from You in relation to any payments or arrangements made under the Agreement and, further, agree to indemnify the EAUC in respect of all and any income tax which may be found due from the EAUC on any payments or arrangements made under the Agreement together with any interest, penalties or gross-up thereon.

9. You shall register for value added tax if and when required by law and shall promptly notify the Department of Social Security of its liability for Class 2 and, where appropriate, Class 4 national insurance contributions.

10. You shall not disclose or use or cause to be disclosed or used, at any time during or subsequent to the Agreement, any secret or confidential information of the EAUC or any of their customers or any other information relating to the business, financial or other affairs of the EAUC or any of their customers except as required by the EAUC in connection with your performance of the Agreement or as required by law.

11. All notes, computer disks and tapes, memoranda, correspondence, records, documents and other tangible items made, used or held by you under the Agreement which relate directly or indirectly to the business of the EAUC or any of its Group Companies shall be and remain at all times the property of the EAUC. Upon the termination or expiration of the Agreement, You shall promptly deliver to the EAUC all such tangible items which are in your possession or control and which either belong to the EAUC or contain secret or confidential information as described in clause 10 above.

12. All intellectual property conceived or made by You in the course of providing the Services shall belong to the EAUC and You hereby assign and agree to assign all your interest therein to the EAUC or its nominee. Whenever requested to do so by the EAUC You shall, at the EAUC's expense, execute any and all applications, assignments or other instruments which the EAUC shall deem necessary to give effect thereto.

13. You warrant and represent that You will be the sole beneficial owner of the entire right title and interest in and to any intellectual property rights conceived originated or made by or on behalf of You during the course of the provision of the Services and that You will be free to assign such intellectual property rights to the EAUC pursuant hereto without any third party claims liens charges or encumbrances of any kind and that You are free of any duties or obligations to third parties which may conflict with the terms of the Agreement. You agree to indemnify the EAUC against any and all liability loss damage costs and expenses which the EAUC may incur or suffer as a result of a breach by You of the warranties set out in this clause.

14. The Agreement shall terminate automatically without any requirement for notice or payment in respect of any outstanding period of the Agreement in the event that You become unable to provide your Services whether by reason of your death, permanent disability, resignation, dismissal or for any other reason whatsoever.

15. The EAUC may by written notice terminate the Agreement if You shall have been in breach of any term of the Agreement which, in the case of a breach capable of remedy, shall not have been remedied by you within 7 days of receipt by You of a written notice from the EAUC specifying the breach and requiring its remedy; shall have refused or failed within a reasonable time to provide any one or more of the Services after being instructed in writing by the EAUC to do so; or shall have conducted yourself in any manner which, in the opinion of the EAUC, has brought or is likely to bring either You or the EAUC into disrepute or has or is likely to impair your ability to provide any of the Services to the

EAUC or to do so in any manner or at any time which the EAUC shall reasonably have required of You.

16. The Agreement is personal between the EAUC and You, and neither may sell, assign or transfer any duties, rights or interests created under the Agreement without the prior written consent of the other.

17. These Conditions and the Contract contain the entire agreement of the parties. They may not be changed by oral agreement but only in writing signed by both parties.

Appendix vii: Terms of Reference and Codes of Conduct

Environmental Association for Universities and Colleges (EAUC) Consultancy Framework and Learning in Future Environments (LiFE) Assessment and Accreditation Team Terms of Reference

Purpose

Environmental Association for Universities and Colleges

The Environmental Association for Universities and Colleges (EAUC) is the sustainability champion for universities and colleges in the UK. Run by members, for its members, the EAUC seeks to work with members and partners to drive sustainability to the heart of further and higher education.

Our vision is a university, college and learning and skills sector where the principles and values of environmental, economic and social sustainability are embedded.

Learning in Future Environments

Learning in Future Environments (LiFE) has been created to enable the tertiary sector to improve and benchmark their social responsibility and sustainability performance. Learning in Future Environments (LiFE) has been created to enable tertiary across the globe to improve and benchmark their social responsibility and sustainability performance. A central part of LiFE is the index which is an on-line system that allows the institution to manage, measure, monitor and improve its performance on a regular basis. LiFE addresses four priority areas: Leadership; Teaching, Learning and Research; Partnership and Engagement; and Estates and Operations.

As part of the LiFE Index institutions will be allowed to submit their evidence which demonstrates how they are performing in the index for external assessment by the LiFE Assessment and Accreditation Team. This team will be retained to undertake the assessments 3 times a year.

The Environmental Association for Universities and Colleges (EAUC) has delegated authority from all four UK funding councils and the University of Gloucestershire to project manage LiFE, and are therefore ultimately accountable for the successful delivery of the scheme.

The following Terms of Reference (ToR) will apply to the recruitment and operation of the LiFE Assessment and Accreditation Team and the EAUC Consultancy Framework:

EAUC Consultancy Framework

The EAUC Consultancy Framework will offer interdisciplinary sector-focused services.

The core principles are to:

- Address the wide ranging requests the EAUC receive for support and training, EAUC activity (such as LiFE) and the activity of its projects. These themes are reflected below and also encompass- but are not limited to- the cross cutting theme of enabling development, which includes promoting positive behavior and project and change management;

- Constantly reflect on the concepts of: a holistic approach; integrating and embedding; and performance improvement.
- Provide bespoke training to the tertiary sector.

The specific role will include:

- Deliver sector-wide training events on behalf of the EAUC;
- Providing bespoke sessions to individual institutions to help address their request for the session, for example identifying the challenges they are facing and work with them in identifying solutions;
- Act as an advisor to institutions at meetings, including management, departmental, panel and project team meetings;
- Act as an advisor/consultant to institutions on specific projects; and
- Other opportunities that arise for the EAUC Consultancy Framework.

LiFE Assessment and Accreditation Team

A dedicated LiFE Assessment and Accreditation Team will assess and accredit submissions, adopting a consistent and transparent approach to the accreditation process. This will ensure consistency in results and promote confidence in the robustness of the system both from within and outside the sector.

The specific role will be to:

- Read, assess and score the evidence an institution provides against pre-determined criteria which will be provided by the lead assessor;
- Provide written feedback which will be given to the participants. The feedback should be fair, objective, and scholarly and offer positive, constructive criticism where appropriate. The feedback should also be relevant to the institution and should be to suitable depths as instructed ;
- The written feedback, final scores & breakdown of scores and accreditation should all be uploaded onto the LiFE system within the allotted timeframe to enable the institution to generate its feedback report;
- Treat all three points covered above as confidential information;
- Take part in group discussions and training with the other LiFE Assessors to ensure a consistency of approach;
- Provide input into a biennial review of LiFE as required;
- Be able to undertake the assessment and provide feedback in the allotted timeframe;
- Provide support to other LiFE Assessors on your particular area of expertise;
- Undertake the review of Applications for Innovation; following the selection process to identify and award applications that are demonstrating true innovation;
- Identify weaknesses in existing methods in the LiFE project and provide advice on how the process could be improved;

- Where appropriate, feed into the internal and external assurance process for LiFE; and
- Support EAUC in the delivery of LiFE training and support to the sector. All LiFE training and support for the sector and individual institutions will come through the EAUC. The EAUC will in turn coordinate allocating the work to consultants that work with the EAUC, including those in the LiFE Assessment and Accreditation team. The decisions of the EAUC are to be complied with.

Membership

Membership to these two teams will comprise of specialists in the following institutional priority areas:

- Leadership & Governance;
- Teaching, Learning and Research;
- Partnership and Engagement; and
- Estates and Operations.

The key, underlining principles of the two teams are:

- Each team member will be required to allocate time to their role, which is dependent on the number of institutions that request the EAUC Consultancy services or the number of institutions participating in LiFE that pay for accreditation;
- Each team member of the EAUC Consultancy Framework Team will report directly to the EAUC;
- Each team member of the LiFE Assessment and Accreditation Team will report directly to the Team Leader, who in turn will monitor and report performance to the LiFE Project Manager at the EAUC;
- In the first instance the EAUC will recruit a team of three consultants for the LiFE Assessment and Accreditation Team;
- In the first instance the EAUC will recruit a team of up to ten consultants for the EAUC Consultancy Framework;
- Consultants will be signed for an ongoing period; agreements will be renewed annually;
- Both the consultant and/or the EAUC are required to give a 3 month notice period for termination of contract, except where automatically terminated clauses apply;
- Where relevant, the EAUC may source consultants external to the EAUC Consultancy Framework as required;
- The EAUC does not guarantee any work at any time; and
- Consultants will report to the EAUC in a consultant capacity and will therefore remain responsible for their own tax, National Insurance and liability.

Person Specification

Essential	Preferred
Nationally/internationally recognised expert in one or more of the institutional priority areas	Certified assessor with UK Accreditation Service <i>Only relevant to LiFE Assessor and Accreditation Team</i>
Professional involvement with a current or recent project in sustainable development and/or social responsibility	Record of peer review within the past five years (<i>other priority areas</i>) <i>Only relevant to LiFE Assessor and Accreditation Team</i>

Established track record of working with the tertiary sector.	Knowledge of international government policy on sustainable development and social responsibility
Knowledge of national government and education funding council policy in given territory on sustainable development and social responsibility	Experience of contributing to formal accreditation schemes <i>Only relevant to LiFE Assessor and Accreditation Team</i>
IT literate	
Understanding and committed to the EAUC's Vision, Mission and Values and the aims and objectives of LiFE	
Ability to work independently but also as part of a small but dynamic team	
Excellent written and verbal communication skills	
Experience in delivering bespoke training and consultancy <i>Only relevant to EAUC Consultancy Framework</i>	
Individual or company are at least EAUC Bronze Company Member or where applicable Educational Member of the EAUC	

Note that both individuals and companies are welcome to put themselves forwards for the EAUC Consultancy Framework.

Code of Conduct

Those selected for the EAUC Consultancy Framework and LiFE Assessment and Accreditation Team will have a key role in supporting the sector move forward on social and environmental responsibility. The EAUC are looking for individuals who can perform this role appropriately and with sensitivity. To avoid conflicts of interest a clear Code of Conduct has been developed which can be found below. If you agree to take this role it will be necessary to sign and adhere to this.

Timescales for Assessment for LiFE

The LiFE Assessors will need to have time available three times a year to undertake this role. Each LiFE Assessor will be given two days to carry out an assessment of an institution and will need to complete the assessment in 4 working weeks. Each LiFE Assessor would be provided with up to 10 institutions to assess. The payment will be per institution assessed and the feedback being provided to an appropriate standard (more guidance will be provided on this). The LiFE Assessment and Accreditation Team Leader will oversee the quality of this feedback and ensure the process runs smoothly.

Annual Assessment Schedule	Notification Date	Evidence Submission Date	Award Notification Date
Round 1	31st January	29th February	13th April
Round 2	30th April	31st May	12th July

Table above shows an example of the typical annual cycle

An annual publication will be released in the November of each year to promote a positive reflection of the sectors efforts. This will include the results for institutions sought accreditation in the ten months prior and will also contain information about the top performers in LiFE.

Process for selection and recruiting

The EAUC will go out to tender for the EAUC Consultancy Framework Team tender and the LiFE Assessment and Accreditation Team tender at the same time; short listed tenderees will be required to attend an interview and references will be sought. The EAUC shall invite representatives from the following sources onto the interviewing panel for tenders:

- LiFE Project Board;
- EAUC Senior Management Team and Board; and
- LiFE Project Manager.

Note that ESD Consulting Ltd will be invited onto the interview panel for the LiFE Assessor and Accreditation Team as they have already been appointed as the Team Leader for the team.

Benefits

Benefits of being a member of the EAUC Consultancy Framework and the LiFE Assessment and Accreditation Team include:

- Being clearly recognised as a sector expert to the wider further and higher education sectors;
- Being seen to be publically supporting the EAUC's Vision, Mission and Values and the LiFE project objectives;
- Becoming an ambassador for the EAUC and LiFE at various external events and on relevant committees;
- Improving your knowledge about how such key partners really operate, and how to work better with them;
- Learn from fellow consultants and reviewers from other specialist areas;
- Assessors will experience a rigorous review process that will stretch both recipients and reviewers;
- Use of a EAUC Consultant Endorsed or Assessment and Accreditor Team LiFE logo in association with your consultancy; and
- Adding value to the sector.

Environmental Association for Universities and Colleges (EAUC) Consultancy Framework and Learning in Future Environments (LiFE) Assessment and Accreditation Team Code of Conduct

Why a code of conduct?

The purpose of this code of conduct is to:

- Protect the reputation of EAUC and LiFE;
- Protect the reputation of the consultant acting as LiFE Assessors and EAUC Consultants;
- Ensure absolute transparency in the management of the LiFE Index and EAUC Consultants; and
- Provide a platform for the EAUC Consultants and LiFE Assessors to successfully work together with the EAUC itself.

Principles of the Code of Conduct

Confidentiality

You shall:

- 1) Not discuss specific activity of an individual institution participating in LiFE without the agreement of the institution and the EAUC.
- 2) Respect the Intellectual Property Rights of all EAUC material including any publications and communications material, the LiFE Index, the information and material the institutions store in the LiFE Index and the LiFE Index software.

Professional Competence and Integrity

You shall:

- 3) Not use your role as part of the EAUC Consultancy Framework or LiFE Accreditation and Assessment Team to gain further employment in such a way as to jeopardise the quality and reputation of the EAUC or LiFE. This includes:
 - a. Ensure you direct interested parties in consultancy to the EAUC who will coordinate and allocate the work appropriately within the established EAUC Consultancy Framework; and
 - b. When approached to commission work in your capacity as a LiFE Assessor & Accreditation or EAUC Consultant, direct colleagues back to the EAUC who will deal with the request and distribute accordingly through the EAUC Consultancy Framework.
- 4) Not promise current or future clients within the sector that you can assist them in gaining a particular level or award within the LiFE Index.
- 5) When taking part in the LiFE assessment activity for the Index you will indicate which institutions you have been professionally connected with in the course of your existing or past roles; this is to eliminate conflicts of interest when undertaking the assessment and accreditation exercise.

- 6) Declare on the Interest Register if any activity you undertake jeopardizes your ability to be part of the LiFE Accreditation and Assessment Team and act as an EAUC Consultant.
- 7) Be prepared to carry out your role as part of LiFE Accreditation and Assessment Team and as an EAUC Consultant to the best of your ability.
- 8) Commit to undertaking all assessments allocated to you by the EAUC.
- 9) Refer to any further clauses agreed in contract.

Any breach to the Codes of Conduct would result in immediate termination of contract; the said consultant would also be barred from further work with the EAUC.

Further Information

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