

Invitation to Tender

Lay Reviewer for Complaints Procedure

1. Introduction

Icon is seeking an experienced Lay Professional with substantial previous experience of involvement in the administration of complaints procedures and disciplinary processes to deliver the Quinquennial Review of Icon's Complaints Procedure.

2. Who we are

The [Institute of Conservation](#) is a charity working to raise awareness of the cultural, social and economic value of caring for heritage. As the professional body for conservators, we champion high standards of conservation. Comprising about 2,500 individuals and organisations, our membership incorporates not only professional conservators and conservation scientists, but many others who share a commitment to improving understanding of and access to our cultural heritage. Most of our current members are UK-based, although 17.5% are based abroad.

Further information about Icon can be found on the following webpages on our website:

- About us: <https://icon.org.uk/about-us>
- Icon's Strategy 2017-22: <https://icon.org.uk/about-us/icon-strategy-2017-2021>
- Icon's Impact: <https://icon.org.uk/about-us/icons-impact>
- Icon members: <https://icon.org.uk/about-us/support-icon/being-an-icon-member>

The membership team consists of Michael Nelles, Head of Membership and Isabelle Pintado, Membership Officer. The membership team works closely with members of the professional development team, who are responsible for promoting accreditation to Icon members, stakeholders, and members of the public.

Further information about our [staff and their roles and responsibilities](#) is available on the Icon website.

3. Background

Icon's Complaints Procedure was introduced in 2016. It is based upon a three-stage process, although cases can be dismissed at any stage: Investigation, Conduct and Appeal. All stages are progressed by a committee of Accredited Icon members, guided by a Lay Chair recruited from outside the profession.

A designated legal advisor supports the Investigation Administrator in the smooth running of complaints processes.

A total of eleven cases have been heard via the Procedure, and legal advice arising from the practical operation of the Procedure have informed two phases of internal review and amendment, leading to the present v3 of the Procedure.

4. Aims and measures of success

This work will satisfy the stipulation for five-yearly reviews of the Procedure, as set out by the Terms of Reference for the document.

It is envisaged the Quinquennial Review will seek to address the following questions:

- Does it offer fairness to complainants and subjects to a complaint?
- Are risk management processes sufficient?
- Are there complexities that could be simplified?
- Does the process lead to a result as swiftly as possible?
- Is Icon's process similar/ more or less in line with similar approaches elsewhere?

5. What we are seeking

We expect the successful applicant will conduct a review of Icon's Complaints Procedure, with reference to similar processes in other organisations of comparable size and scale.

The successful candidate will have:

- Substantial previous experience in the administration of Complaints Procedures and/or disciplinary processes, ideally on behalf of professional bodies
- Track record of conducting process reviews, on either annual, quinquennial or other bases
- An understanding of the operating environment for charities of Icon's type and size
- Familiarity with professional bodies and their business types

The successful lay candidate must also have the skills and resources necessary to complete the work and agree to work within the timeframe stipulated.

In order to preserve the objectivity of the process, we regret that those who have previously served on a committee related to Icon's Complaints Procedure are not eligible. Similarly, in order to avoid potential conflicts of interest, we regret current or previous Icon members are not eligible.

6. Information Sources

Information sources can potentially include but are not stipulated or limited to:

- Icon's Complaints Procedure and related codes of practice
- Interviews with Icon's Complaints Procedure administrator
- Written submissions from those who have previously used the process
- Written submissions and/or interviews with previous Lay Chairs
- Written submissions and/or interviews with Conduct Register members

Previous case files are out of scope, as the decisions of the various Committees remains final and there is no question these outcomes will be revisited.

7. Staff resources

The main point of contact will be Sara Crofts, Chief Executive.

8. Commissioning process and timetable

Activity	Date
Invitation published	Thursday, 24 th June 2021
Closing date for proposals to be received	Thursday, 22 nd July 2021
Shortlisted applicants invited to a short clarification meeting (virtual)	Tuesday, 27 th July 2021
Appointment of successful applicant	Tuesday, 3 rd August 2021
Review commencement	Tuesday, 10 th August 2021
Project completion. All work must be completed, deliverables signed off and invoices paid by the end of financial year	Tuesday, 7 th September 2021

9. Your proposal

In compiling your proposal please describe how you will respond to our brief and meet our project objectives, outlining the means by which you would go about producing the report.

Please also include the following information:

- CV
- Review process outline, including a chart showing tasks, milestones etc.
- Three references from similar reviews you have undertaken in the past

You should send your proposal in PDF format to Icon's Chief Executive (sara.crofts@icon.org.uk) to arrive no later than 11.59am on Thursday 22nd July 2021. The subject field of your email should state Proposal for Icon Complaints Procedure Quinquennial Review – 22nd July 2021. Only proposals received in this format will be valid. All proposals received after the deadline will be disregarded.

10. Budget

Please provide a quotation setting out details of the work that you propose to carry out and the hours required to complete the task. Please also specify your hourly rate and whether VAT is payable.

11. Selection criteria

Relevant skills and knowledge	45%
Demonstrable understanding of Icon and project requirements	15%
Quality of proposed approach to meet the Review objectives	25%
Allocation of resources	15%

12. Intellectual property and data protection

Details of our copyright requirements can be found in Appendix 1. Our requirements regarding the protection of Icon data are defined in Appendix 2.

13. Contract

Icon will offer the successful applicant a Contract which will include this Invitation (including the Appendices) and the submitted Proposal with any variations agreed between the Parties. This Contract shall be the entire contract between Icon and the successful applicant with respect to the Quinquennial Review of the Complaints Procedure and shall over-ride any terms and conditions adopted by the Contractor for other business and shall supersede, cancel and replace all prior agreements, negotiations and discussions between the parties relating to the Review project.

Appendix 1: Copyright, intellectual property rights and related matters

1. The Contractor and/or others associated with the publication shall not disclose any material obtained or produced for the purposes of this Contract to any other party unless Icon has given prior approval in writing.
2. The Contractor shall provide to Icon copies of all material and data collected specifically for the fulfilment of the project brief and indicate the source of other material used.
3. Icon will, except where specifically agreed otherwise own the copyright subsisting in the project deliverables. Consequently, the Contractor hereby assigns to Icon by way of present and future assignment all right, title and interest in and to the project deliverables.
4. The Contractor may for its own publicity purposes reproduce any design of Icon in the Contractor's own publicity material including its brochures, catalogues and advertising material provided that these designs are not altered in any way and provided that the Contractor obtains Icon's prior written approval (not to be unreasonably withheld) in respect of each specific reproduction.
5. If at any time any claim is brought against Icon alleging that use or possession of any Product infringes any right of a third party (a "**Claim**"), the Contractor shall indemnify Icon against any and all losses, damages, costs, liabilities and expenses (including legal expenses) arising out of or in connection with such Claim.

Appendix 2: Confidentiality and Data Protection

- 1.1 The Contractor shall not divulge to third parties matters confidential to Icon without Icon's explicit permission.
- 1.2 Except where specifically agreed otherwise, all material, data, information collected through the Website during the course of the Contract will remain the property of Icon and must not be used by or on behalf of the Contractor without Icon's permission.
- 1.3 For the purposes of the Appendix:
 - 1.3.1 "**data controller**", "**data processor**", "**personal data**", "**process**" and "**processing**" shall have the meaning set out in Directive 95/46/EC of the European Parliament and Council or any superseding legislation; and
 - 1.3.2 "**Personal Data**" means personal data under the control of Icon and processed by the Contractor under this Contract.
- 1.4 Icon and the Contractor acknowledge that in relation to the Personal Data Icon is the data controller and the Contractor is the data processor.
- 1.5 The Contractor shall process the Personal Data only to the extent, and in such a manner, as is necessary for the purposes of delivering the Service and the Website Services in accordance with this Contract and in accordance with Icon's instructions.
- 1.6 The Contractor shall not:
 - 1.6.1 disclose any of the Personal Data to third parties except for the purposes of this Contract, to comply with a statutory duty on the Contractor or an order of a court or official regulator;
 - 1.6.2 subcontract the processing of the Personal Data without the prior written consent of Icon, provided that where consent is given the subcontractor is appointed by a written contract in respect of the Personal Data which includes terms that are substantially the same terms as clauses 1.3 – 1.9 of this Appendix;
 - 1.6.3 transfer any of the Personal Data from within the United Kingdom or the European Economic Area to outside the European Economic Area without the prior written consent of Icon, and where Icon consents to such processing, the Contractor shall enter into a data transfer agreement with Icon relating to such transfer, including the standard clauses approved for the purposes of Directive 95/46/EC for the transfer of personal data to processors or data controllers (as applicable) in third countries that do not ensure an adequate level of protection, as set out in Annex to Commission Decision 2010/87/EU (for transfers to processors) or Commission Decision 2004/915/EC (for transfers to data controllers) and comply with any reasonable instructions and requirements notified by Icon to Contractor; or
 - 1.6.4 perform its obligations under this Contract in such a way as to cause Icon to breach any of its applicable obligations under the Directive 95/46/EC of the European Parliament and Council, the UK Data Protection Act 1998 or any superseding legislation.

1.7 The Contractor shall:

- 1.7.1 take reasonable steps to ensure the reliability of its employees or agents with access to the Personal Data and to ensure they have an appropriate level of competency in handling personal data;
- 1.7.2 ensure that all of its employees or agents with access to the Personal Data are informed of the confidential nature of the Personal Data and comply with the obligations set out in this Appendix;
- 1.7.3 implement appropriate technical and organisational measures against unauthorised or unlawful processing of the Personal Data and against its accidental destruction, damage or loss, having regard to the state of technological development and the cost of implementing any measures, and the measures must ensure a level of security appropriate to the harm that might result from unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the Personal Data;
- 1.7.4 provide a written description of the technical and organisational methods employed by the Contractor for processing Personal Data (within the timescales required by Icon); and
- 1.7.5 cooperate with Icon in monitoring compliance with this clause and allow Icon on reasonable notice to inspect its facilities for the purpose of ascertaining compliance.

1.8 The Contractor shall:

- 1.8.1 immediately notify Icon if it becomes aware of any complaint, notice or subject access request in respect of the Personal Data;
- 1.8.2 promptly provide Icon with any information it reasonably requires to meet a subject access request or to respond to an enquiry or investigation by the relevant data protection regulator; and
- 1.8.3 comply with any reasonable instruction of Icon to achieve compliance with the directions of the relevant data protection regulator.

1.9 On termination or expiry of this Contract, the Contractor shall stop processing the Personal Data and return and/or destroy it at the request of Icon.