

# Culture Recovery Fund – Business Development Consultancy

## INVITATION TO TENDER

### 1. Introduction

Following our successful bid to the Culture Recovery Fund we are seeking a consultant to carry out a business development project to consider how we maximise the potential of our current income generating activities and to explore new markets and new opportunities.

### 2. Who we are

The [Institute of Conservation](https://icon.org.uk) 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 heritage 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>

### 3. Background

The Board of Trustees has responsibility for Icon's finances. At present membership income is a substantial part of our annual income (approx. 35%) and, although this income is relatively stable, the rate of membership growth is not enough to allow us to expand our activities or to increase our unrestricted reserves, which are below the level set by the Board. The Board of Trustees is therefore keen to develop a financial strategy that will secure new sources of income and increase our organisational sustainability.

Although the external operating environment remains challenging, and like others we are now dealing with the impact of Covid-19, Icon has continued to pursue ways of extending and diversifying our 'traditional' sources of funding. This includes seeking grants, sponsorship, and private funding as well as increasing membership numbers. We have made some positive progress over the last 18 months, in that we have developed a membership growth strategy and have also secured several grant awards, as well as two sizeable private donations. However, we recognise that there is much more that we still need to do.

We have already identified some potential ways to diversify our income, but we do not currently have in-house commercial or entrepreneurial expertise in order to take the necessary next steps. As part of our successful bid to the Culture Recovery Fund we therefore included a consultancy project to seek external support to carry out a business development review. The aim of this project is to explore how we can generate new sustainable sources of income and explore international markets as well as monetising our existing assets.

#### 4. Aims of the project and measures of success

This work will directly help Icon to deliver one of its five strategic objectives for 2020-2021: **Income generation – developing our membership growth strategy and seeking new sources of funding.**

As a result of this consultancy project we will develop and adopt a new business plan that reflects our current situation and includes practical actions that we can take to improve our viability and resilience. The business plan will include the recommendations of the business development consultancy project and will complement the membership marketing consultancy project, which is running concurrently with this commission.

In terms of the overall goals of the project we have set ourselves the following success measures. We will:

- Acquire a better understanding of our markets and potential business opportunities
- Embed an entrepreneurial approach into our organisational culture
- Create new commercial partnerships and opportunities

We will assess our success in achieving these aims through analysing quantifiable data and measuring our impact. If our actions are successful, we will be able to deliver our overarching goal of diversifying and increasing our income, leading to the growth of our unrestricted reserves and a financially secure future.

#### 5. What we are seeking

Icon does not have physical assets that we can use to generate income, but we do have intangible assets such as our expertise in delivering accreditation and internship programmes, providing training and CPD, and carrying out advocacy etc. We are also aware that we have not previously considered the potential of the international market, even though 17.5% of our current membership is based outside the UK. This is a measure of our positive global reputation for professional development and the fact that Icon has a highly regarded accreditation system for conservation professionals.

With this in mind we are expecting the successful consultant to research and compile a list of market-tested income generating activities or services that Icon could implement, and a detailed plan of how these could be achieved and the associated investment costs. This might include:

- Examining Icon's financial data for last few years in order to understand trends in income generation and to identify missed opportunities or areas where a greater return could be achieved.
- Investigating our existing underused assets and setting out ideas for how they might be successfully monetised.
- Carrying out market research to identify the potential for Icon to expand its existing products and services or to develop new products and services. This would include financial modelling of the potential size of the market for these products and services.
- Carrying out comparator research to determine levels of competition and gaps in the market.
- Undertaking an options appraisal of the long list of potential ideas and highlighting the most viable options, taking into consideration time, cost, resources, and the return on investment etc.
- Working up proposals for the most viable options and setting out a step-by-step plan for implementation, including identifying price points and marketing strategies to sell the new or improved products or services.
- Recommending potential sources of financial support for implementing the recommended business development activities.

We have already undertaken some in-house workshops that have gathered some potential ideas for new products and services. These are set out in the Ansoff matrix below, but are not necessarily a comprehensive list.

<p><b>Market Development</b></p> <ul style="list-style-type: none"> <li>• CPD seminars and online training</li> <li>• Sponsorship packages</li> <li>• International membership</li> <li>• Offering accreditation to international members (online assessment)</li> <li>• Managing international internships</li> </ul>	<p><b>Diversification</b></p> <ul style="list-style-type: none"> <li>• Consultancy services</li> <li>• Suppliers directory</li> <li>• Tender advertising service</li> <li>• Crowdfunding facility for conservation projects</li> </ul>
<p><b>Market Penetration</b></p> <ul style="list-style-type: none"> <li>• Jobs advertising service</li> <li>• Practice directory (linked to the Conservation Register)</li> </ul>	<p><b>Product Development</b></p> <ul style="list-style-type: none"> <li>• Merchandising</li> </ul>

## 6. Key Deliverables

We are seeking a package of deliverables that includes the following:

- A detailed report with clear and actionable recommendations and accompanying success measurement approaches. The report should set out:
  - the findings of the research carried out and the conclusions reached in relation to the activities outlined above
  - summary of any further Icon development needs in relation to new service development, business planning, entrepreneurship and income generation
  - recommendations for further skills development and training for Icon staff (i.e. in-house commercial skills that will allow us to implement the business development ideas)
- Slide deck highlighting the key messages and recommendations
- Presentation to a special meeting of Icon’s Finance Committee (late March 2021)

## 7. Experience Required

The successful consultant will have:

- extensive experience in business planning, particularly for cultural heritage organisations
- an understanding of the operating environment for charities of Icon’s size and type
- familiarity with professional membership bodies and their business models
- demonstrable experience developing sustainable income generation strategies and supporting staff and trustees to implement business development action plans

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

Evidence of all insurances (Employers’ Liability, Public Liability, Professional Indemnity, etc) will be requested before the project commences.

## 8. Information sources

- Icon Trustees’ Annual Reports: <https://icon.org.uk/about-us/who-we-are/icon-document-library>
- PARN Diversifying Income Streams (will be provided at project inception)
- PARN Member Experience: New Directions and Innovation at Professional Bodies (will be provided at project inception)

## 9. Staff resources

The Project Manager (and main point of contact) is Sara Crofts, Chief Executive. A second key contact will be Simon Green, Business Director.

## 10. Budget

The budget for this project is fixed at £10,750 ex VAT including all fees and expenses. The payment schedule will be 50% at project commencement and 50% at completion.

## 11. Commissioning process and timetable

Activity	Date
Invitation to Tender published on the Icon website	11 December 2020
Responses to questions or requests for further information will be posted on the <a href="#">Icon website</a> and updated regularly*	NB: The Icon office is closed from 18 December 2020 until 4 January 2021
Closing date for Tenders to be received	7 January 2021
Notify suppliers who have been shortlisted (maximum 3)	12 January 2021
Shortlisted Consultants will be invited to a short clarification meeting (virtual)	14 January 2021
Appointment of Consultant and decision communicated to unsuccessful tenderers	15 January 2021
Project commencement	25 January 2021
Project completion. All work must be completed, deliverables signed off and invoices paid by the end of financial year	31 March 2021

*\*If you have any queries or comments about anything in the invitation to tender, please email Sara Crofts ([sara.crofts@icon.org.uk](mailto:sara.crofts@icon.org.uk)). We will respond to queries through a 'Question and Answer' section on the [Icon website](#). In the interests of fairness and transparency we will not respond individually to queries.*

## 12. Your proposal

In compiling your tender submission please describe how you will respond to our brief and meet our project objectives.

Please also include the following information:

- Overview of the project team with brief CVs i.e. who will lead the project and who else will be involved, plus any sub-contractors
- What the project process looks like and how long it will take, including a chart showing tasks, milestones, payment points etc.
- Outline risk register
- Case studies (3 maximum) from previous clients who have commissioned similar projects

**You should send your proposal in PDF format to Icon's Chief Executive ([sara.crofts@icon.org.uk](mailto:sara.crofts@icon.org.uk)) to arrive no later than 1200 (noon) on 7 January 2021. The subject field of your email should state **Tender for Business Development – 7 January 2021**. Only tenders received in this format will be valid. All tenders received after the deadline will be disregarded, as will tenders which the tenderer wishes to amend after the closing date.**

### 13. Selection criteria

We will use the following criteria to evaluate the tenders that we receive:

Relevant skills and knowledge	25%
Demonstrable understanding of Icon and project requirements	15%
Quality of proposed approach to meeting the project requirements	40%
Allocation of resources	20%

### 14. 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.

### 15. Contract

Icon will offer the successful bidder a Contract which will include this Invitation to Tender (including the Appendices) and the Consultant's Proposal with any variations agreed between the Parties. This Contract shall be the entire contract between Icon and the Consultant with respect to the business development consultancy project and shall over-ride any terms and conditions adopted by the Consultant for other business and shall supersede, cancel and replace all prior agreements, negotiations and discussions between the parties relating to the consultancy project.

## Appendix 1: Copyright, intellectual property rights and related matters

1. The Consultant 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 Consultant 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 Consultant hereby assigns to Icon by way of present and future assignment all right, title and interest in and to the project deliverables.
4. The Consultant may for its own publicity purposes reproduce any design of Icon in the Consultant'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 Consultant 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 Consultant 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

Icon's [Data Protection Policy](#) is available on our website.

- 1.1 The Consultant 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 Consultant without Icon's permission.
- 1.3 For the purposes of this 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 Consultant under this Contract.
- 1.4 Icon and the Consultant acknowledge that in relation to the Personal Data Icon is the data controller and the Consultant is the data processor. The Consultant must be registered with the ICO Registrar as a data processor, or be able to demonstrate legitimate exemption from this scheme.
- 1.5 The Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant; 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 Consultant 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 Consultant 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 Consultant 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 Consultant shall stop processing the Personal Data and return and/or destroy it at the request of Icon.