

## **BACKGROUND**

The British Chambers' of Commerce has:

- 52 accredited Chambers of Commerce members with national coverage
- Representing thousands of businesses of all sizes and sectors
- Employing over 5,000,000 employees

The British Chambers of Commerce (BCC) is a unique business organisation. It is the national 'umbrella' body for an independent and influential network of Accredited Chambers of Commerce, based in every nation and region of the UK, and in key markets around the world.

Drawing on the local and regional perspectives of the Chamber network, which represents businesses of all sizes and sectors, supporting over 5 million employees in the UK, the BCC is a leading commentator on the UK economy. It is well respected by both Government, stakeholders and media and is highly influential in shaping policy and legislation, locally, at Westminster and in Brussels.

Sitting at the heart of their business communities, Accredited Chambers of Commerce, help thousands of companies to grow and succeed by providing practical advice and support and by promoting trade connections locally, regionally, nationally and internationally through our fast-growing global network.

Chambers are also working to bridge the gap between the world of education and the world of work, helping businesses find the talent they need, and boosting the career prospects of young people.

As a business, the BCC is a small not for dividend (all profits are used to support the organisation and are not distributed to members) organisation, with around 27 staff covering a number of functions including accreditation; commercial services; policy, events and conferences, media relations, finance and administration. Turnover for 2016 was circa £5 million for the BCC and nearly £140 million for the Accredited Chamber Network.

## **CURRENT CONTEXT**

The current governance model of the BCC has been in place since October 2009. With a new President and Director General appointed in 2016, and a multi-year plan in development, this is the right time to review the governance arrangements that have been in place for the last seven years.

The BCC Board wishes to commission an independent review of governance, to take place during the first half of 2017. Any recommendations arising from the review will then be brought forward for consideration at the BCC's next Annual General Meeting in October 2017, if appropriate.

## **SCOPE**

**Perception of BCC Board amongst shareholders/customers (Accredited UK Chamber Network).** Interviews with a sample group and potentially survey all.

### **Board composition:**

- Size of Board
- Balance between business representatives and Chamber CEO representatives
- Balance between Chamber Network members (business or CEO) and external recruits

### **Board leadership:**

- Role and duties of BCC President (including alternative models, e.g. President and Chair)
- Term of office of BCC non-executive leadership
- Method of selection of BCC non-executive leadership
- Succession Planning for BCC non-executive leadership

### **BCC Board role and functions**

### **Board Committees' role and functions**

### **Presidents' Assembly role and functions**

## **CONSULTATION**

- 52 Accredited Chambers of Commerce – both non-executive leadership and CEOs
- Existing BCC Board members and non-executive leadership
- BCC executive leadership

## **NDA**

Attached as Appendix A is a Non-Disclosure Agreement, which any party seeking to tender must complete and return to gain access to confidential documents and background information for this tender.

## **TIMELINE (calendar year)**

**31 March 2017** Independent, specialist reviewer appointed

**30 June 2017** Consultation with BCC shareholders (52 UK accredited Chambers of Commerce)

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**8<sup>th</sup> September 2017** Final report and recommendations to BCC Board

**16 October 2017** Findings and any recommendations brought forward to BCC Annual General Meeting

It is our intention to appoint a single contractor to assist and the successful firm will be the one that can demonstrate:

- maximum understanding of the British Chambers of Commerce, its strategic objectives, and the needs of its shareholders/customers across the United Kingdom
- strong track record in practical governance reviews for similar organisations
- excellent value for money, given BCC's status as a not-for-dividend organisation
- ability to deliver an excellent outcome at pace

The deadline for bids will be **8<sup>th</sup> March 2017**, with a view to conducting presentations and appointing a successful firm shortly thereafter. Bids should be submitted to Marlyn Hope (m.hope@britishchambers.org.uk), in the first instance.

**APPENDIX A**

**Mutual Non-Disclosure Agreement**

This Mutual Non-Disclosure Agreement (the “Agreement”) is made this \_\_\_\_ day of x with effect from y (the “Effective Date”)

BETWEEN:

BRITISH CHAMBERS OF COMMERCE

And

THIRD PARTY

WHEREAS:

The BRITISH CHAMBERS OF COMMERCE and THIRD PARTY wish to enter discussions during which it will be necessary for each party (the “Disclosing Party”) to disclose to the other (the “Receiving Party”) (directly or indirectly) information of a confidential or proprietary nature irrespective of the form of presentation or communication including, but not limited to, computer software and data, physical objects and samples) relating to its business (“Information”).

**IT IS AGREED AS FOLLOWS**

**1. DISCLOSURE**

1.1 This Agreement will apply to any disclosure of Information during the period commencing on the Effective Date and ending according to the terms of this Agreement which is stated in writing to be confidential by the Disclosing Party or made in writing marked confidential or if made orally are subsequently reduced to writing by the Disclosing Party and marked confidential with a copy sent to the Receiving Party within 21 days of disclosure.

1.2 Information shall not include information which:

- a. is publicly available or in the public domain at the time disclosed;
- b. is or becomes publicly available or enters into the public domain through no fault of the Receiving Party;

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- c. is disclosed to the Receiving Party by a third party on a non-confidential basis;
- d. is already known to the Receiving Party at the time of disclosure; or
- e. is independently developed by the Receiving Party.

## **2. OBLIGATIONS**

In consideration of each party supplying Information to the other, the parties undertake as follows:

2.1 The Receiving Party shall keep confidential the Information of the Disclosing Party and, except as provided in this Agreement, shall not disclose such Information to any other person or company and shall not itself make any use of such Information for any purpose other than the purpose agreed at the time the Information is disclosed (the "Authorised Purpose").

2.2 The Receiving Party shall:

- a. take the same care in protecting Information as it takes in protecting its own confidential information and in any event not less than that which a reasonable person or business would take in protecting its own confidential information;
- b. only disclose Information on a need-to-know basis to such of its employees, legal advisors, consultants, contractors and representatives (collectively "Representatives") with the prior written consent of the Disclosing Party, and such Representatives must equally be bound by a non-disclosure agreement on terms contained in this Agreement (unless they have a professional duty of confidentiality) and for and in relation to the Authorised Purpose only; and
- c. forthwith upon receipt of a written request from the Disclosing Party or otherwise on termination or expiration of this Agreement:
  - (i) cease using the Information;
  - (ii) return to the Disclosing Party or at its request destroy immediately all documents, records, computer media, physical objects and samples (including copies) containing Information, which are in the possession or under the control of the Receiving Party (with passwords if they are attached to any Information in electronic form); and
  - (iii) on request from the Disclosing Party provide a certificate signed by an appropriate officer of the Receiving Party confirming that the provisions of this clause 2.2 (c) have been complied with.

2.3 The obligations in clause 2.1 shall not apply where disclosure is required

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- a. by any regulatory body, governmental authority or court with competent authority or otherwise in accordance with law, provided that the Receiving Party provides the Disclosing Party with reasonable prior written notice of such disclosure; or
- b. in order to enforce the terms of this Agreement.

### **3. NO GRANT**

This Agreement shall not be deemed to confer or imply the grant or agreement to grant by the Disclosing Party to the Receiving Party of any of the Disclosing Party's rights under copyright, patents or other intellectual property rights in relation to Information.

### **4. DISCLAIMER**

The Disclosing Party makes no representations or warranties as to the completeness or accuracy of the Information. The Disclosing Party is providing the Information on an "as is" basis for the use of the Receiving Party at its own risk and the Receiving Party must rely on its own due diligence.

### **5. REMEDIES**

5.1 Each party shall be liable to the other party only for actual direct losses incurred by the other party arising directly out of any disclosure of the information in breach of this Agreement save that:

- a. nothing in this Agreement shall limit the liability of a party for death or personal injury caused by its own negligence;
- b. neither party shall be liable for indirect or consequential losses; and
- c. the party claiming recovery of such losses shall furnish the other party with documents and/or other evidence of the fact as well as the size of the actual losses.

5.2. The parties acknowledge that damages alone would not be an adequate remedy for the breach of any of the provisions of this Agreement. Accordingly, without prejudice to any other rights or remedies available, the Disclosing Party shall be entitled to the granting of equitable relief (including without limitation injunctive relief, specific performance or other forms of equitable relief or monetary damages or a combination thereof for any threatened or actual breach of this

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Agreement) and the Receiving Party shall promptly hold the Disclosing Party harmless against all reasonable costs, including, without limitation, any attorney's fees, liabilities, losses and claims incurred by the Disclosing Party as a result of any breach of this Agreement by the Receiving Party or its Representatives for which it is vicariously liable or otherwise liable concerning any threatened or actual breach of this Agreement.

## **6. TERMINATION**

This Agreement may be terminated by either party giving to the other not less than 30 days' prior written notice or immediately if either party has reason to believe that the others party is in breach of any of its obligations contained herein (the "Termination Date"). The duty of confidentiality in this Agreement in respect of Information disclosed by the Disclosing Party to the Receiving Party between the Effective Date and the Termination Date shall survive the termination of this Agreement.

## **7. MISCELLANEOUS**

7.1 This Agreement may be executed in counterparts, each of which when executed will constitute one and the same Agreement.

7.2 This Agreement states the entire agreement between the parties concerning the disclosure of Information and supersedes any prior agreements, understandings, or representations with respect thereto. Any addition or modification to this Agreement must be made in writing and signed by authorized representatives of both parties.

## **8. LAW**

This Agreement shall be interpreted and governed in accordance with the laws of England and shall be subject to the non-exclusive jurisdiction of the English courts.

### **For and on behalf of the**

BRITISH CHAMBERS OF COMMERCE      for and on behalf of THIRD PARTY

Signed      Signed

Name      Name

Position      Position