Award Form

This Award Form creates the Contract between the Buyer and the Supplier under the CQC Research and Evaluation Multi-Lot Framework Agreement. It summarises the main features of the Buyer's requirements and includes the Buyer and the Supplier's contact details.

The Schedules referred to in this Award Form are to the Schedules to the Call-Off Terms and Conditions unless stated otherwise.

1.	**Buyer**	**CARE QUALITY COMMISSION (CQC)** of City Gate, Gallowgate, Newcastle upon Tyne NE1 4PA (**the Buyer).**
2.	**Supplier**	Name: I.F.F RESEARCH LIMITED Address: 5th Floor The Harlequin Building 65 Southwark Street London England SE1 0HR Registration number: 849983
3.	**Contract**	This Contract between the Buyer and the Supplier is for the supply of Deliverables, to collate a comprehensive repository of innovation enabling regulatory activities and assess where they are most effective. The research will seek to answer, 'What tools are available for regulators to encourage and enable innovation, what are the costs, benefits and evidence base of these and how can CQC use these most effectively to encourage and enable innovation in health and social care within our existing regulatory remit?' – see Annex 1 (Specification) to this Award Form for full details. This Award Form is issued pursuant to the CQC Research and Evaluation Multi-Lot Framework Agreement, EP&S 052
4.	**Contract reference**	CQC EP&S 089, Developing a proactive regulatory approach for innovation, Lot 4

5.	**Buyer Cause**	Additional costs or adverse effect on performance have been caused by the Supplier as a result of being provided with fundamentally misleading information by or on behalf of the Buyer and the Supplier could not reasonably have known that the information was incorrect or misleading at the time such information was provided.
6.	**Collaborative working principles**	The Collaborative Working Principles do not apply to this Contract. (See Clause 3.1.3 for further details.)
7.	**Financial Transparency Objectives**	The Financial Transparency Objectives do not apply to this Contract. (See Clause 6.3 for further details.)
8.	**Start Date**	13th January 2025
9.	**Expiry Date/** **Initial Term**	30th June 2025 6 Months
10.	**Extension Period**	3 Months
11.	**Ending this Contract without a reason**	The Buyer shall be able to terminate this Contract in accordance with Clause 14.3 provided that the amount of notice that the Buyer shall give to terminate in Clause 14.3 shall be 1 Month.
12.	**Incorporated Terms** (together these documents form the **"this Contract"**)	The following documents are incorporated into this Contract. (a) This Award Form including the Annexes. (b) the Call-Off Terms and Conditions including the Schedules. (c) the Framework Agreement including the Schedules. If there is any conflict, the following order of precedence applies: 1) the Call-Off Terms and Conditions including the Schedules. 2) This Award Form and Annexes except Annex 2. 3) the terms of the Framework Agreement, the Schedules to the Framework Agreement except Schedule 4 (the Service Provider's Tender).

		4) any other document referred to in the clauses of the Contract. 5) Annex 2 (Supplemental Tender) to the Award Form, unless any part of the Supplemental Tender offers a better commercial position for the Buyer (as decided by the Buyer, in its absolute discretion), in which case that part of the Supplemental Tender will take precedence over the documents above. 6) Schedule 4 to the Framework Agreement (the Service Provider's Tender) unless any part of the Service Provider's Tender offers a better commercial position for the Buyer (as decided by the Buyer, in its absolute discretion), in which case that part of the Service Provider's Tender will take precedence over the documents above.
13.	**Special Terms**	1) **Special Term 1 – Data Processing** – Clause 18.1 of the Call Off Terms and Conditions shall be varied as follows: *The Supplier must process Personal Data and ensure that Supplier Staff process Personal Data only in accordance with Annex 3 to this Award Form.*
		Special Term 2 - NOT APPLICABLE
		Special Term 3 - NOT APPLICABLE
14.	**Buyer's Environmental Policy**	NOT APPLICABLE
15.	**Social Value Commitment**	The Supplier agrees, in providing the Deliverables and performing its obligations under this Contract, to deliver the Social Value outcomes in the Framework Agreement and provide the Social Value Reports as set out in Schedule 26 (Sustainability)
16.	**Buyer's Security Requirements and Security and ICT Policy**	https://view.officeapps.live.com/op/view.aspx?src=https%3A%2F%2Fwww.cqc.org.uk%2Fsites%2Fdefault%2Ffiles%2F2024-02%2F20240220_CQC_Information_Governance_Policies.odt&wdOrigin=BROWSELINK
17.	**Charges**	£82,795.00 excluding VAT

		£99,354.00 including VAT Details in Annex 2 to this Award Form and Schedule 3 of Call-Off Terms and Conditions (Charges)
18.	**Estimated Year 1 Charges**	£82,795.00 excluding VAT £99,354.00 including VAT
19.	**Reimbursable expenses**	**None.** Any expense that the Buyer may in its absolute discretion allow must be approved by the Buyer prior to being incurred and must be in accordance with the Buyer's relevant policy.
20.	**Payment method**	BACS
21.	**Service Levels**	NOT APPLICABLE
22.	**Liability**	In accordance with Clause 15.1 each Party's total aggregate liability in each Contract Year under this Contract (whether in tort, contract or otherwise) is no more than the greater of £**5 million** or **150**% of the Estimated Yearly Charges. In accordance with Clause 15.5, the Supplier's total aggregate liability in each Contract Year under Clause 18.8.5 is no more than the Data Protection Liability, being **£20 million.**
23.	**Cyber Essentials Certification**	Not required
24.	**Progress Meetings and Progress Reports**	The Supplier shall attend Progress Meetings with the Buyer every week/2 weeks The Supplier shall provide the Buyer with Progress Reports as and when required
25.	**Guarantor**	NOT APPLICABLE
26.	**Virtual Library**	NOT APPLICABLE
27.	**Supplier's Contract Manager**	[redacted]

28.	**Supplier Authorised Representative**	[redacted]
29.	**Supplier Compliance Officer**	NOT APPLICABLE
30.	**Supplier Data Protection Officer**	[redacted]
31.	**Supplier Marketing Contact**	NOT APPLICABLE
32.	**Key Subcontractors**	**Key Subcontractor 1** NOT APPLICABLE
33.	**Buyer Authorised Representative**	[redacted]

This Agreement has been entered into on the date stated at the beginning of it.

IN WITNESS of which this Contract has been duly executed by the parties.

SIGNED for and on behalf of **CARE QUALITY COMMISSION**

Authorised Signatory:

SIGNED for and on behalf of **I.F.F RESEARCH LIMITED**

Authorised Signatory 1:

Authorised Signatory 2:

Annexes

Annex 1: Specification

Annex 2: Supplier's Supplemental Tender

Annex 3: Data Processing Schedule

Annex 1 – Specification

THE REQUIREMENT

We are seeking a research project on developing a proactive regulatory approach for innovation.

The purpose of this research is to collate a comprehensive repository of innovation enabling regulatory activities and assess where they are most effective. This work will link to the King's Funds Eight regulatory impact mechanisms to determine which impact levers are best utilised and when, and build on the existing body of evidence about innovation-enabling regulation.

We use the term innovation to cover both **invention** (creating new ideas, products, services or models of care) and **adoption** (implementing what has worked elsewhere). CQC recognises innovation does not always mean new technology, and can include new workplace practices, communication approaches, staff support, information and guidance, and/or system changes. Anything new that impacts people who use services or aims to produce more effective and efficient services could be seen as an innovation.

The context for this research is that innovation has been the driver of major improvements in health and social care and continues today. Failure to adopt and spread the best innovations is leading to missed opportunities to improve care. In our strategy, CQC recognises it has a role in creating a culture where innovation can flourish and commits to encourage and champion innovation and technology-enabled services where they benefit people who use health and social care services and where the innovation results in more effective and efficient services. We would like to do more to meet this strategic commitment.

We know regulators have various tools at their disposal to encourage and enable innovation that drive better outcomes for people who use services, ranging from standard improvement conversations to regulatory sandboxes and specialised innovation services. However, we don't have a thorough assessment of the benefits and restrictions associated with each option to determine what the best investment is, and when an activity will have the greatest impact in the health and social care sector, including maximising the positive impact of an innovation for people receiving care, their carers and their families. We are also seeking to understand how we best encourage and enable innovation within CQC's regulatory remit. We expect this research to build off the existing body of evidence about innovation-enabling regulation, listed below, to inform this work.

The research question is: What tools are available for regulators to encourage and enable innovation, what are the costs, benefits and evidence base of these and how can CQC use these most effectively to encourage and enable innovation in health and social care within our existing regulatory remit?

We would expect the research to cover:

- What do international and domestic regulators (including CQC) do to encourage and enable innovation that make a positive impact?
- What is the available evidence on the effectiveness of different regulatory approaches to encourage and enable innovation?
- What makes these approaches effective?
- A compendium of innovation enabling regulatory approaches, with analysis of how these approaches translate to CQC's operational context and are impacted or influenced by the wider health and social care system:
    - In what circumstances might they be successful at encouraging and enabling innovation in health and social care that makes a positive impact for people receiving care, their carers and their families?
    - How do these approaches map against CQC's regulatory remit and role as a public body?
    - What factors and impact mechanisms does CQC need to be aware of to make these approaches a success?
    - In what circumstances are these approaches less likely to have an impact?
    - Which approaches most lend themselves to CQC's capabilities to use them?
    - Which is the most powerful approach to drive innovation and in what context?
    - What indicators should we use to measure effectiveness and impact of this approach if we were to implement it, including the impact for people, their carers and families?

Previous research has identified opportunities and barriers for regulators, including CQC, to support innovation. We would like this research to be mindful of past findings in its analysis and consider how these opportunities and barriers apply to CQC's operating context. This research includes, but is not limited to:

- Impact of the Care Quality Commission on provider performance, 2018
- Enabling innovation and adoption in health and social care, Feb 2021
- Innovation in general practice and regulation, May 2022
- 'Closing the Gap' Getting from Principles to Practices for Innovation Friendly Regulation, June 2022
- Capturing innovation to accelerate improvement, September 2023

It is well known that innovation, especially artificial intelligence, can exacerbate equality, diversity and human rights concerns already present in health and social care. Ensuring providers mitigate these concerns is a core part of our approach to

ensure **safe** innovation. We ask that bidders consider equality, diversity and human rights implications when assessing the impact and suitability of different activities.

Approach

We are seeking a research partner with expertise in regulation, health and social care innovation and improvement and strategic analysis. We would like to draw on the expertise of the supplier to develop and determine the appropriate design and methodologies for this research, however, we would expect it to include interviews with international and domestic regulators.

Involving people

Putting people at the heart of what we do is very important. We ask that bidders demonstrate

how people who use services will be involved in the research.

Equality, diversity and human rights

We are committed to equality and human rights throughout our work. We ask that bidders demonstrate how equality, diversity and human rights will be considered around planning as well as within the methodology, such as ensuring all people are able to feedback, contribute or give evidence and determining suitable sampling frameworks where appropriate.

Outcomes

This research should support CQC in the delivery of its strategy by providing actionable

learning that will:

- Help improve our regulatory approach to encourage and enable innovation by ensuring our approach is evidence-based, effective and a good investment.
- Enable us to develop targeted interventions to accelerate innovation and improvements in health and social care.
- Help us communicate to our stakeholders, including Government and providers, how we're encouraging and enabling innovations to improve outcomes for people who receive care.

Output requirements

The outputs required from this research are:

- Presentation of emerging findings to internal stakeholders

- A final report with accessible executive summary to help achieve the outcomes above, including a compendium of innovation enabling regulatory approaches with the required analysis of how these approaches translate to CQC's operational context and the health and social care landscape.

- An accessible summary of the report, suitable for publication on our website.

- A high-level slide set, presentation(s) and briefings to internal/external audiences to share findings (minimum expectation: 1 internal, and 1 external presentation), with potential to do more than 1 internal presentation to different focused audiences.

- A workshop that produces considerations for how the findings from the research can be embedded as part of our approach to regulation.

- Alternative accessible formats suitable for website publication.

When developing the project plan, tenderers should ensure the following **milestones** are met:

- Inception meeting, project plan and agreed finalised methodology (month 1)

- Analysis and synthesis of the information relevant to the research with presentation of emerging findings to internal stakeholders (months 2-4)

- Completion of data collection and analysis as set out in the project plan (months 3-4)

- Delivery of draft report for review and agreement, as per agreed structure (month 5)

- Delivery of a final report for CQC sign-off (month 6)

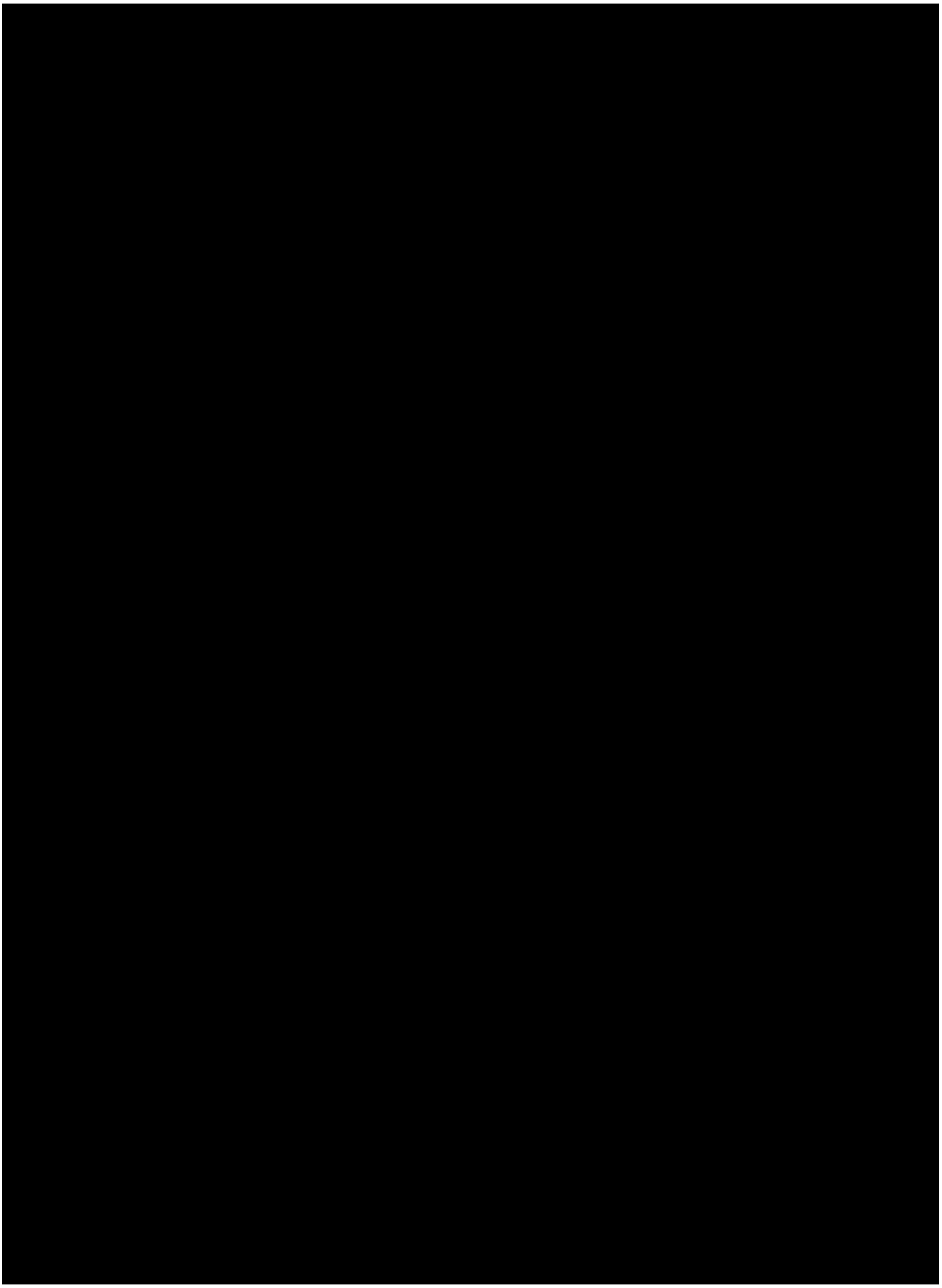
- Final dissemination and workshop / presentation of findings to senior leaders and key stakeholders (month 6).

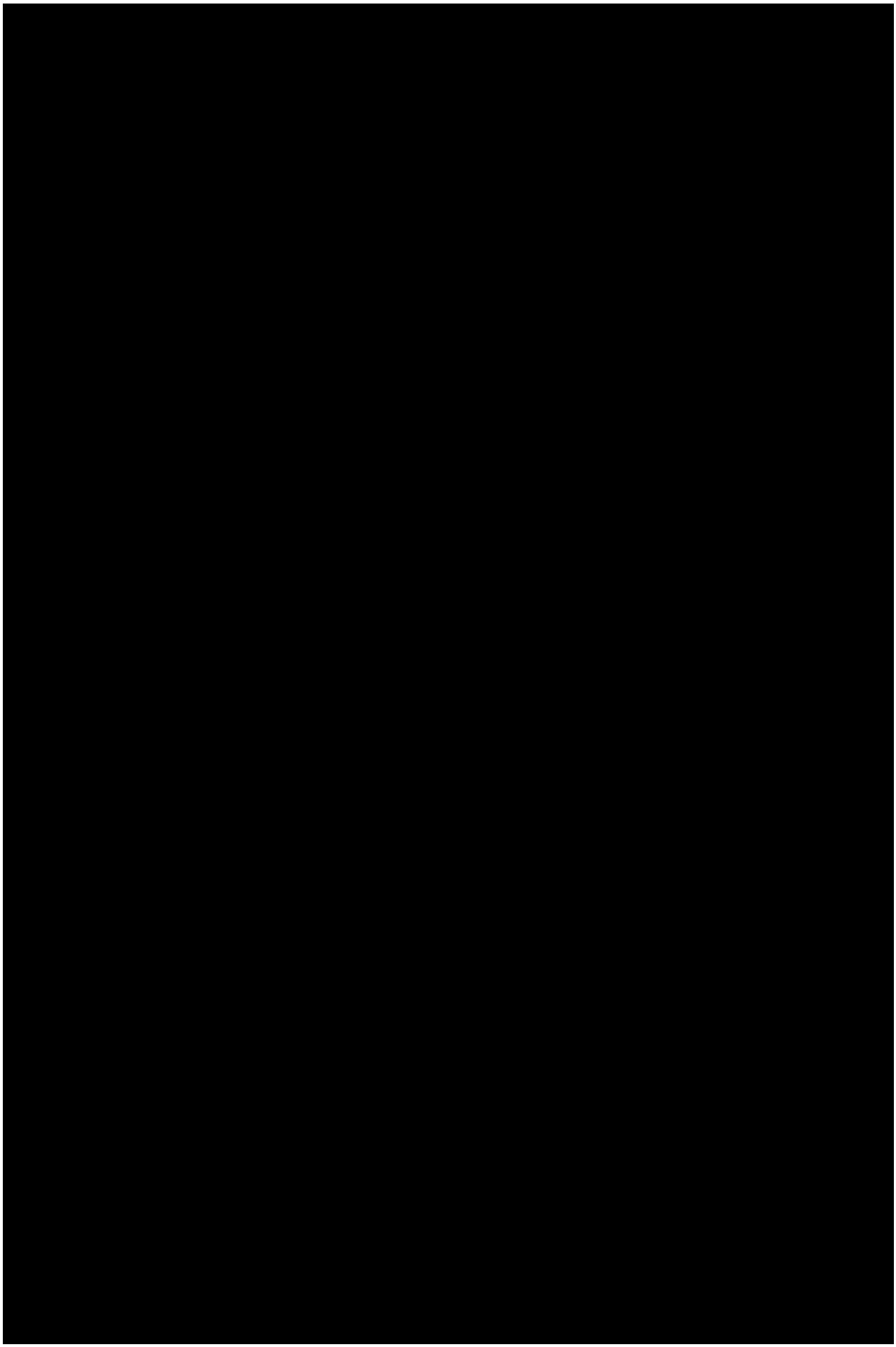
The tenderer should set out how they intend to ensure knowledge transfer to the Authority as part of this work. This includes the transfer for insight, expertise, capabilities, and learning.

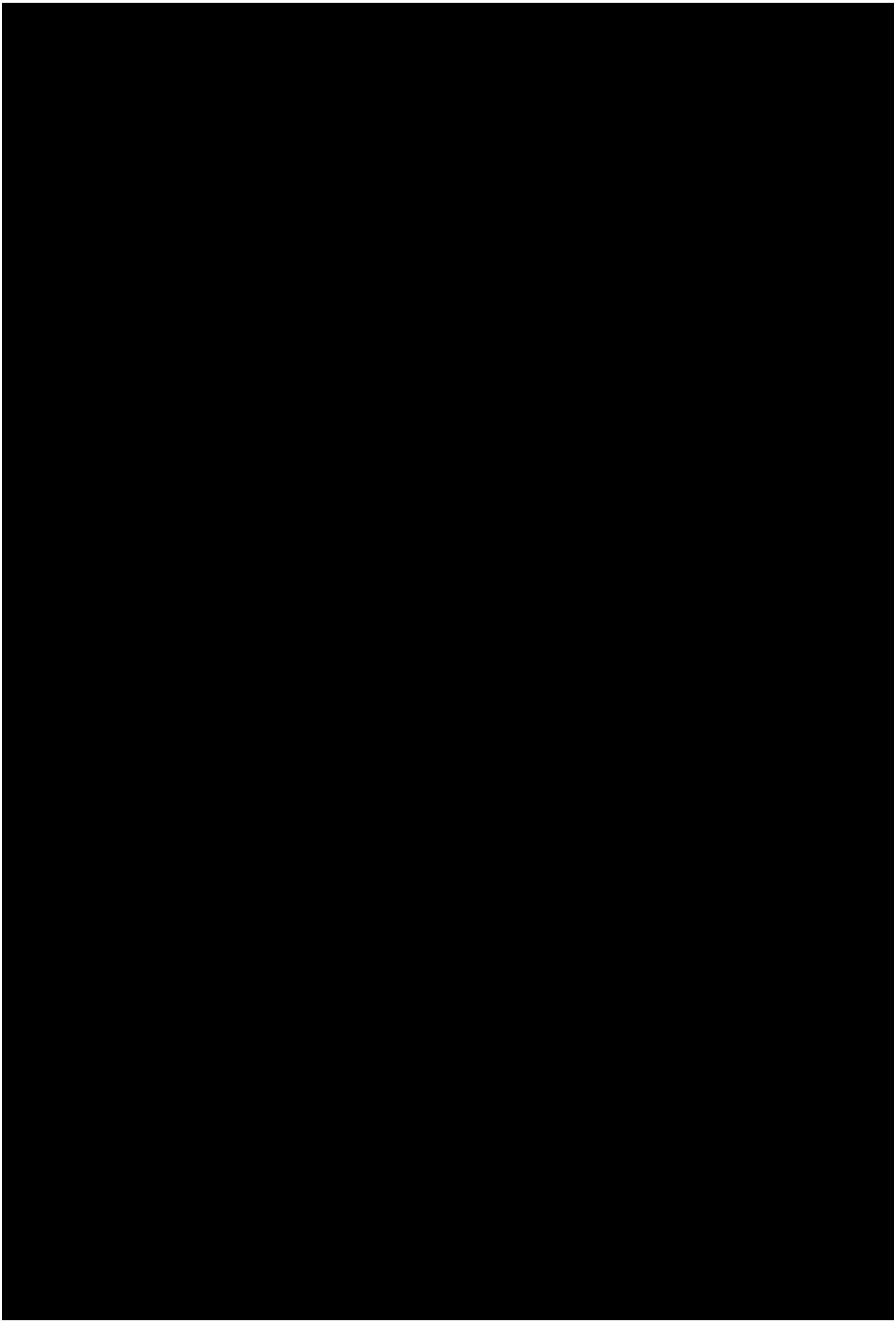
Key Performance Indicators (KPIs)

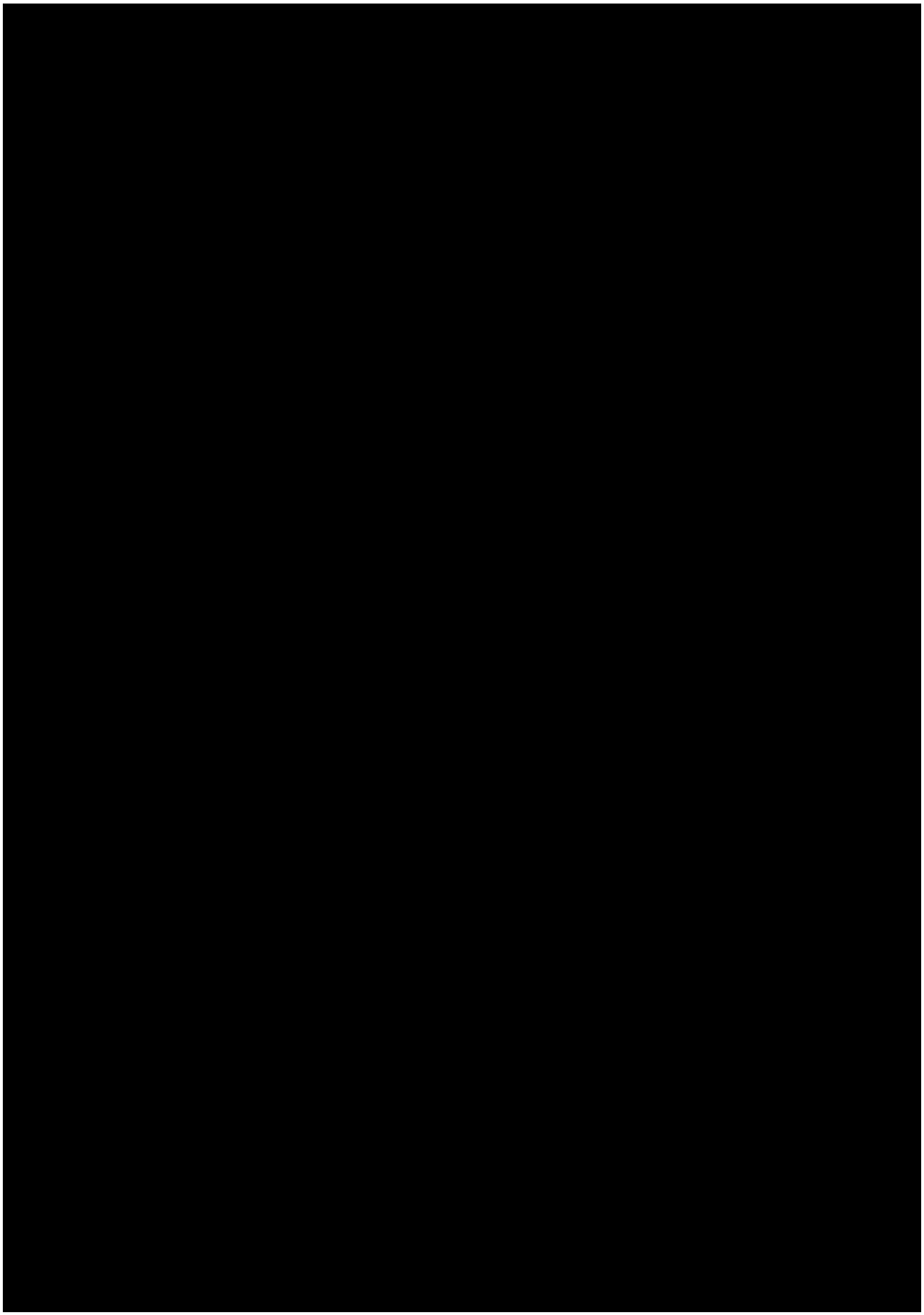
Indicator	Measured by	Target	Review Frequency
Timely delivery of quality outputs	Delivery of project plan for review by CQC.	By the point set in the tenderer's timeline and in line with the milestones set out in section one.	Monthly for duration of contract.
	Delivery of draft research instruments.		
	Delivery of final research instruments.		
	Delivery of draft analysis and synthesis of information.		
	Delivery of presentation of emerging findings.		
	Delivery of draft report.		
	Delivery of final report and workshop / presentation/s.		
Collaboration	There is regular contact and engagement with the Authority on the work. The Authority is provided with plans, research instruments, and outputs for review and comments are acted upon. There is effective knowledge transfer to CQC.	As stipulated in section one of this document and in the supplier's quality response.	Weekly for duration of contract.

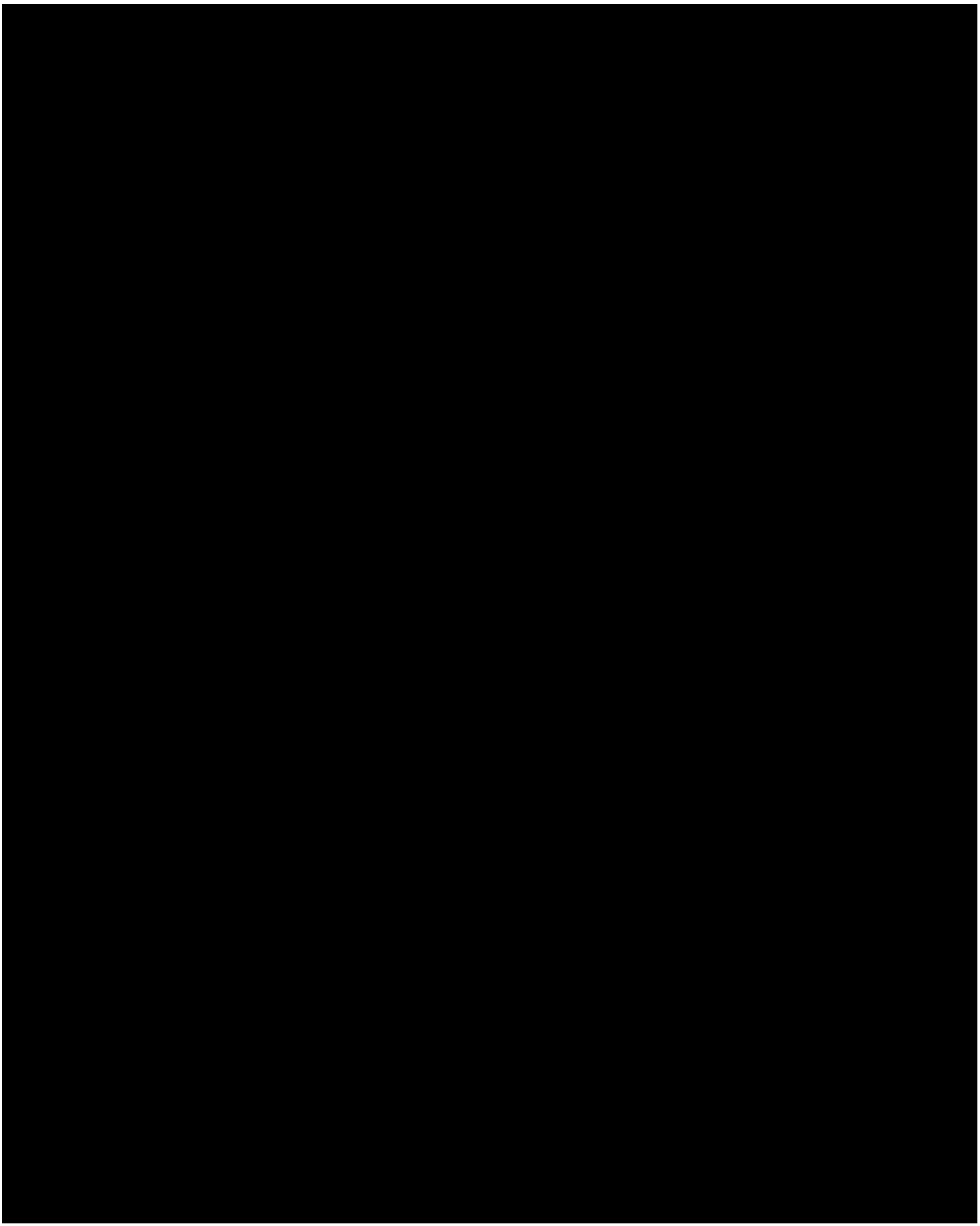
Annex 2 – Supplemental Tender





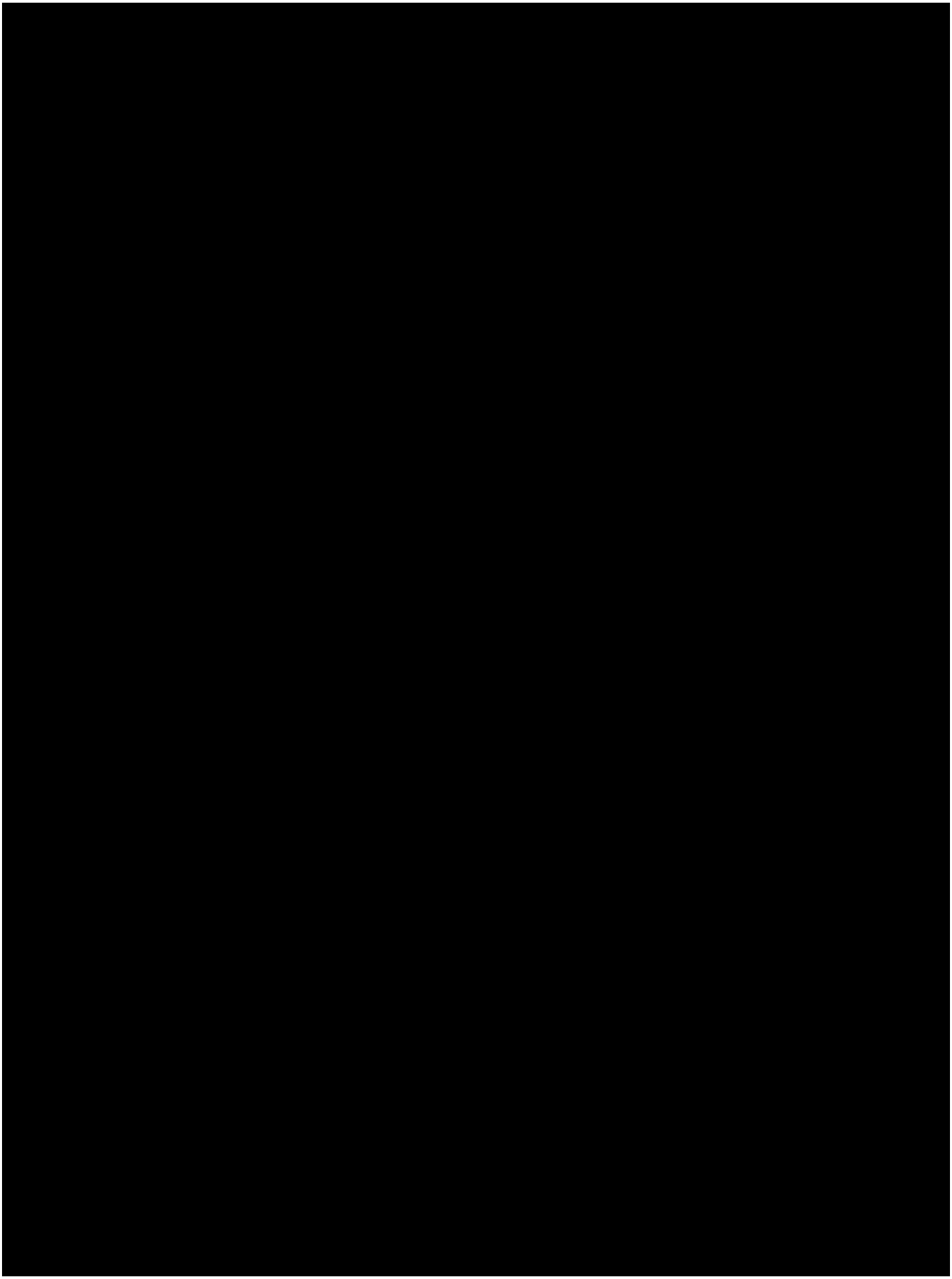


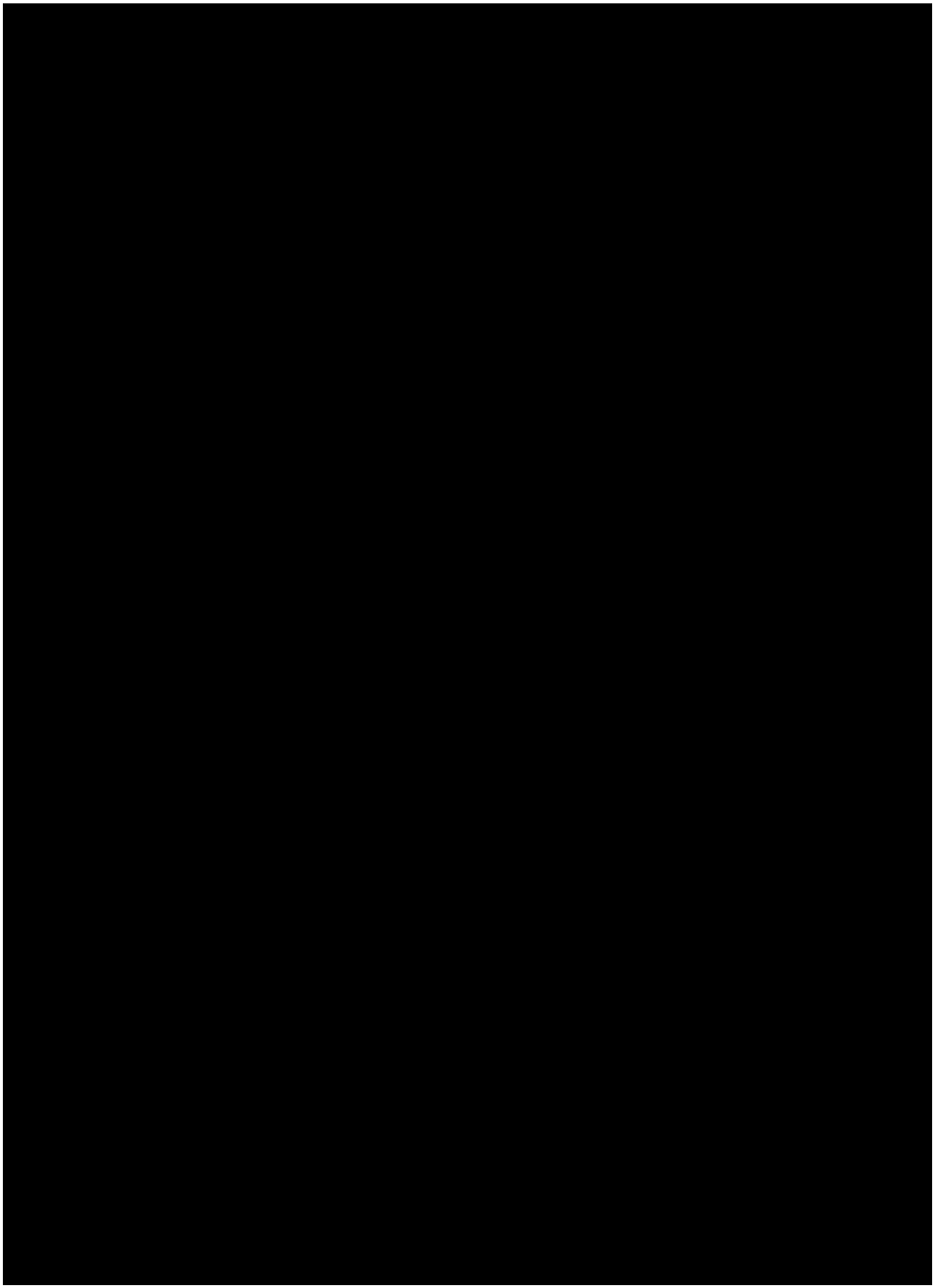


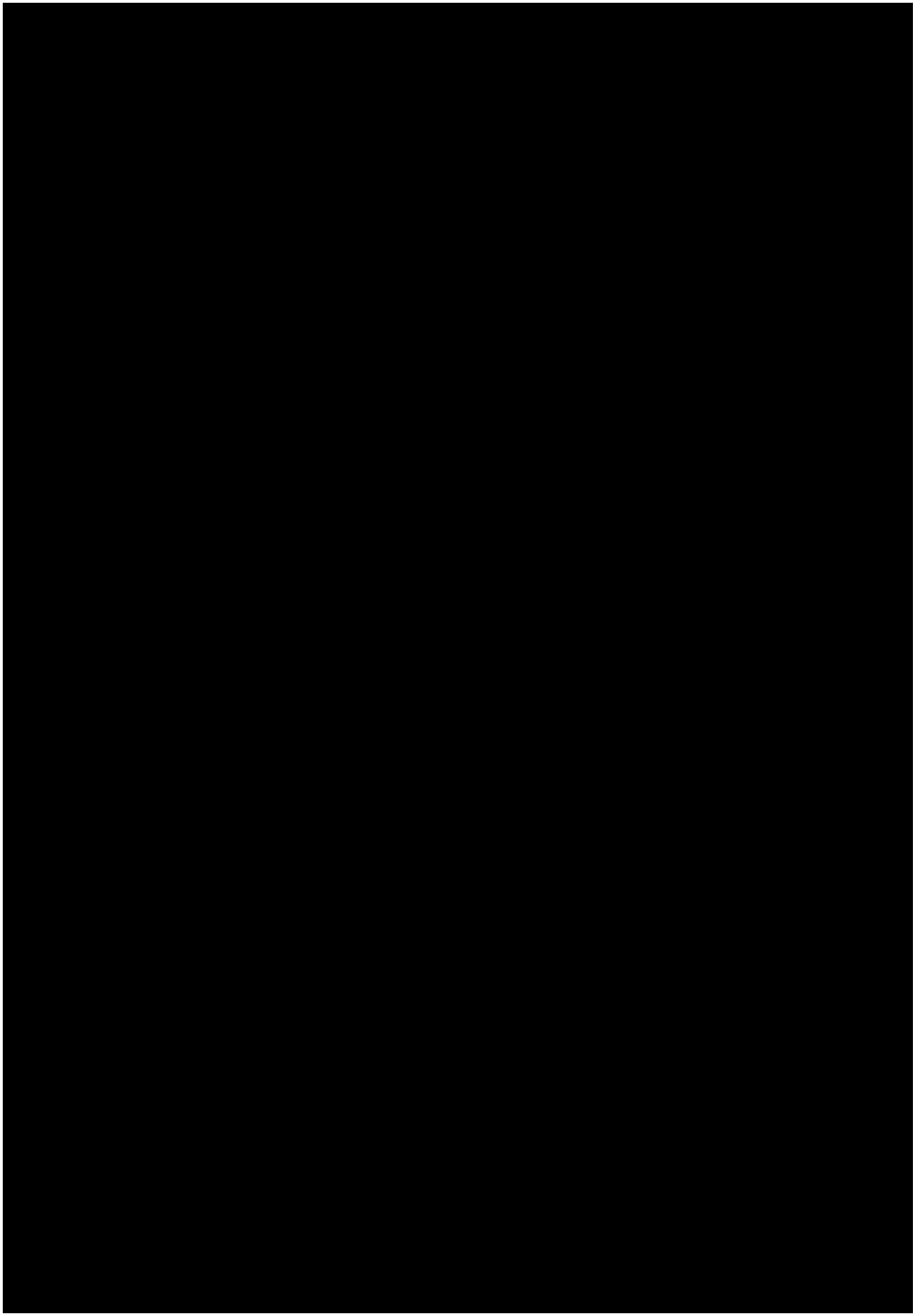


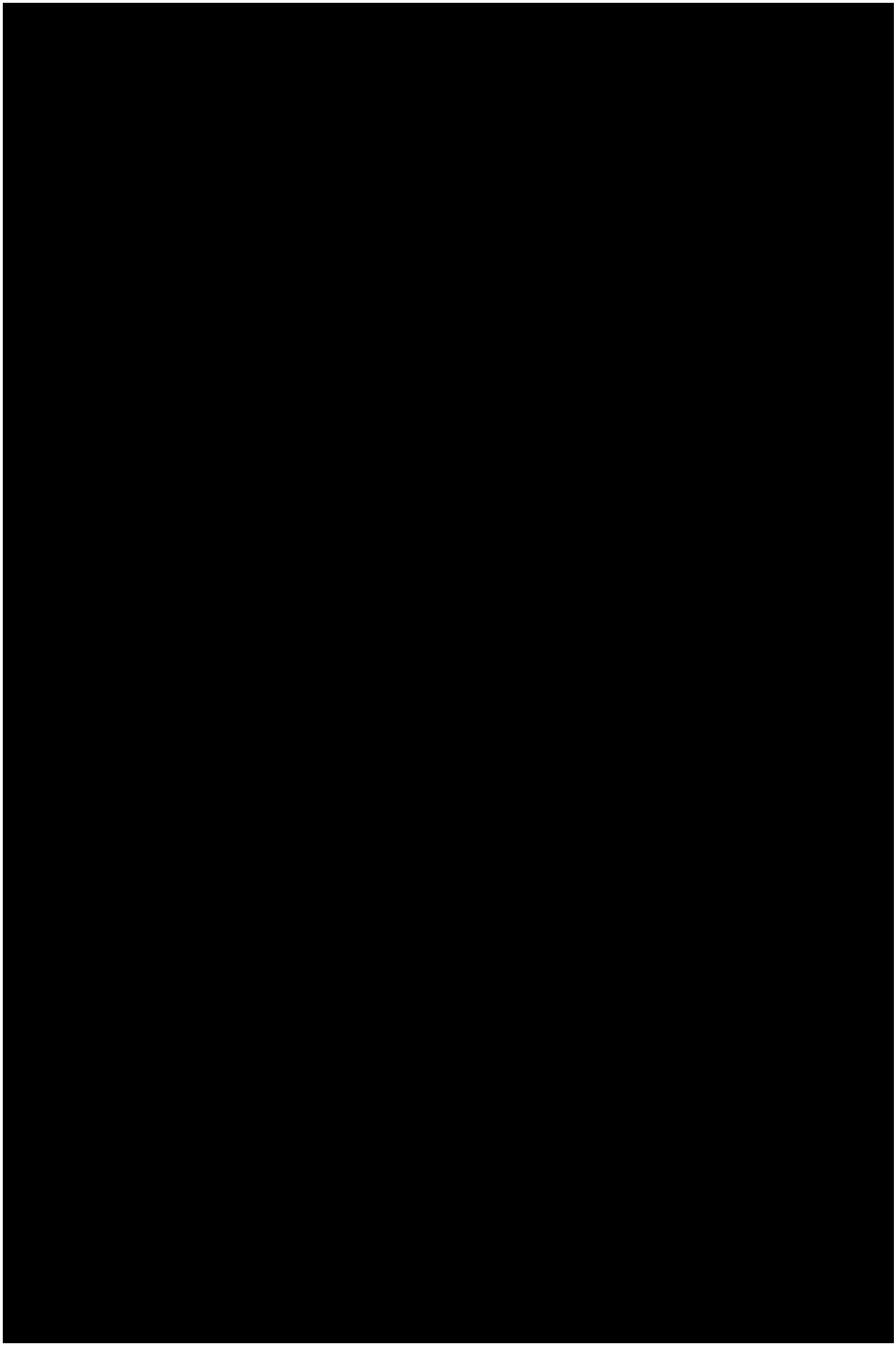
[redacted]

[3] [redacted]









Annex 3 – Data Processing

1. This Annex shall be completed by the Controller, who may take account of the view of the Processor, however the final decision as to the content of this Annex shall be with the Buyer at its absolute discretion.

   1.1 The contact details of the Buyer's Data Protection Officer are: [redacted]

   1.2 The contact details of the Supplier's Data Protection Officer are: [redacted]

   1.3 The Processor shall comply with any further written instructions with respect to Processing by the Controller.

   1.4 Any such further instructions shall be incorporated into this Annex.

Description	Details
Identity of Controller for each Category of Personal Data	**The Parties are Independent Controllers of Personal Data** The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of: ● Personally identifiable information of Supplier Personnel for which the Supplier is the Controller, ● Personally identifiable information of any directors, officers, employees, agents, consultants and contractors of Buyer (excluding the Supplier Personnel) engaged in the performance of the Buyer's duties under this Contract) for which the Buyer is the Controller, ● Authority Supplied Data for which the Authority is the Controller, ● Responses from interviews/data collection with stakeholders for which the Supplier is the Controller.
Subject matter of the Processing	The purpose of the research is to help CQC to understand how we best encourage and enable innovation within our regulatory remit. We are seeking the research to answer the following question: What tools are available for regulators to encourage and enable innovation, what are the costs, benefits and evidence base of these and how can CQC use these most effectively to encourage and enable innovation in health and social care within our existing regulatory remit?
Duration of the Processing	The contract will run from 13th January 2025 to end 30th June 2025 (6 month contract).

Description	Details
Nature and purposes of the Processing	This project is formed of three parts: 1) A rapid literature /document review. No personal data processing is required for this. 2) Speaking to CQC staff, other domestic and international regulators and other stakeholders including members of the Accelerated Access Collaborative, Office for Life Sciences, academics, Health Foundation, LGA, ADASS etc. Personal data processing is required for this. 3) Co-production panel of 5-6 individuals with recent experience of health and care services. Personal data processing is required for this. [2] Data will be collected via interviews. Recordings and transcripts or notes will be made of the interviews and focus groups. To enable contact to be made with research participants, there will be mutual sharing of individual names, job roles and contact details of CQC colleagues, regulators and other stakeholders. [3] The panel will be two 1hr sessions to help plan the project and discuss findings. The supplier will recruit participants through existing channels When reporting findings, the data will be anonymised and reported in such a way that information could not be traced back to individuals or their organisation (unless consent was given for this information to be disclosed). Appropriate privacy notices to be developed to help participants understand the data processing and consent will be captured.
Type of Personal Data being Processed	Names, job roles, employing organisation, contact details, including email addresses and phone numbers.
Categories of Data Subject	• CQC staff (including Policy and Strategy colleagues) • Other domestic and international regulators and other stakeholders including members of the Accelerated Access Collaborative, Office for Life Sciences, academics, Health Foundation, LGA, ADASS • Individuals with recent experience of health and care services

Description	Details
Plan for return and destruction of the data once the Processing is complete UNLESS requirement under law to preserve that type of data	On completion of the Contract, data to be returned to CQC and the supplier copy to be destroyed within 6 months from the end date of the processing period.
Locations at which the Supplier and/or its Sub-contractors process Personal Data under this Contract and international transfers and legal gateway	Storage is hosted within a third-party, Tier 3+ data centre in England. All data is therefore stored / processed within mainland UK.
Protective Measures that the Supplier and, where applicable, its Sub-contractors have implemented to protect Personal Data processed under this Contract Agreement against a breach of security (insofar as that breach of security relates to data) or a Data Loss Event	The data centre IFF Research utilises is ISO 27001 certified, and benefits from a 24/7 manned secure perimeter, security fencing, reinforced walls, PIR sensors and secure customer build areas. Logical data storage is used on fully encrypted storage volumes hosted upon redundant SAN units. All files containing personal data are saved to a project-specific folder on IFF's secure network which only the named project team are able to access (this original file is not moved from this file at any stage, other than when it is securely deleted). Permission rights to secure network folders are allocated by the Project Manager. Data protection principles mean we need to ensure that personal data is not kept for longer than is necessary. We will ensure data is deleted from our systems 12 months after project complete; and provide confirmation in writing that this has been done. Our data destruction/deletion practices comply with UK Data Protection Legislation and follows all relevant National Cyber Security Centre guidance.