

# 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.	<b>Buyer</b>	<b>CARE QUALITY COMMISSION (CQC)</b> of City Gate, Gallowgate, Newcastle upon Tyne NE1 4PA <b>(the Buyer)</b> .
2.	<b>Supplier</b>	Name: IFF Research Ltd  Address: 5th Floor The Harlequin Building, 65 Southwark Street, London, SE1 0HR  Registration number: 849983
3.	<b>Contract</b>	<p>This Contract between the Buyer and the Supplier is for the supply of Deliverables, being a research project to Gauge levels of awareness, understanding of and engagement with activities we would commonly associate with Safety Management Systems in the Adult Social Care sector. Such as:</p> <ul style="list-style-type: none"><li>○ Safety management policies</li><li>○ Clear accountabilities and responsibilities for safety</li><li>○ Hazard identification</li><li>○ Incident response</li><li>○ Risk mitigation measures</li><li>○ Employee participation</li><li>○ Management of change</li><li>○ Communication of safety information</li><li>○ Training of staff in safety</li><li>○ Emergency preparedness</li><li>○ Involving the people requiring care and support, and the public in safety considerations.</li></ul> <p>See Annex 1 (Specification) to this Award Form for full details.</p>

		This Award Form is issued pursuant to the CQC Research and Evaluation Multi-Lot Framework Agreement, EP&S 052 – Lot 9
4.	<b>Contract reference</b>	<b>CQC EP&amp;S 104 – Adult Social Care Safety Management System Practices</b>
5.	<b>Buyer Cause</b>	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.	<b>Collaborative working principles</b>	The Collaborative Working Principles do not apply to this Contract. (See Clause 3.1.3 for further details.)
7.	<b>Financial Transparency Objectives</b>	The Financial Transparency Objectives do not apply to this Contract. (See Clause 6.3 for further details.)
8.	<b>Start Date</b>	19/08/2025
9.	<b>Expiry Date/</b>	13/03/2026
	<b>Initial Term</b>	7 Months
10.	<b>Extension Period</b>	N/A
11.	<b>Ending this Contract without a reason</b>	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.	<b>Incorporated Terms</b> (together these documents form the " <b>this Contract</b> ")	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:

		<ol style="list-style-type: none"> <li>1) the Call-Off Terms and Conditions including the Schedules.</li> <li>2) This Award Form and Annexes except Annex 2.</li> <li>3) the terms of the Framework Agreement, the Schedules to the Framework Agreement except Schedule 4 (the Service Provider's Tender).</li> <li>4) any other document referred to in the clauses of the Contract.</li> <li>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.</li> <li>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.</li> </ol>
13.	<b>Special Terms</b>	<ol style="list-style-type: none"> <li>1) <b>Special Term 1 – Data Processing</b> – Clause 18.1 of the Call Off Terms and Conditions shall be varied as follows: <i>The Supplier must process Personal Data and ensure that Supplier Staff process Personal Data only in accordance with Annex 3 to this Award Form.</i></li> </ol>
14.	<b>Buyer's Environmental Policy</b>	NOT APPLICABLE
15.	<b>Social Value Commitment</b>	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.	<b>Buyer's Security Requirements and Security and ICT Policy</b>	<a href="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&amp;wdOrigin=ROWSSELINK">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&amp;wdOrigin=ROWSSELINK</a>
17.	<b>Charges</b>	£

		Details in Annex 2 to this Award Form and Schedule 3 of Call-Off Terms and Conditions (Charges)
18.	<b>Estimated Year 1 Charges</b>	£119,598.10 (Excluding VAT) £143,517.72 (Including VAT)
19.	<b>Reimbursable expenses</b>	<b>None.</b>  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.	<b>Payment method</b>	BACS
21.	<b>Service Levels</b>	Not applicable
22.	<b>Liability</b>	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 <b>£5 million</b> or <b>150%</b> 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 <b>£20 million</b> .
23.	<b>Cyber Essentials Certification</b>	Not required
24.	<b>Progress Meetings and Progress Reports</b>	The Supplier shall attend Progress Meetings with the Buyer every monthly.  The Supplier shall provide the Buyer with Progress Reports every month.
25.	<b>Guarantor</b>	Not applicable
26.	<b>Virtual Library</b>	Not applicable
27.	<b>Supplier's Contract Manager</b>	██████████ ██████████ ██

28.	<b>Supplier Authorised Representative</b>	<div></div> <div></div> <div></div>
29.	<b>Supplier Compliance Officer</b>	Not Applicable
30.	<b>Supplier Data Protection Officer</b>	<div></div> <div></div> <div></div>
31.	<b>Supplier Marketing Contact</b>	Not Applicable
32.	<b>Key Subcontractors</b>	<p><b>Key Subcontractor 1</b></p> <p>Name (Registered name if registered): Professor Charles Vincent</p> <p>Registration number (if registered): N/A</p> <p>Role of Subcontractor: Peer review of all research tools, input into SMS framework development, participation in collaboration workshop, contribution to analysis and analysis sessions, participation in presentation, peer review of outputs</p>
33.	<b>Buyer Authorised Representative</b>	<div></div> <div></div> <div></div>

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 **IFF RESEARCH LTD**

Authorised Signatory 1:

Authorised Signatory 2:

## **Annexes**

**Annex 1: Specification**

**Annex 2: Supplier's Supplemental Tender**

**Annex 3: Data Processing Schedule**

## Annex 1 – Specification

### 1. THE REQUIREMENT

While research into the potential benefits of a Safety Management System (SMS) approach in healthcare are gaining significant momentum, little information exists about safety systems and safety cultures in adult social care (ASC). With the exception of the Care Quality Commission (CQC), the organisations progressing SMS in healthcare do not have a remit for adult social care.

As an organisation responsible for safety in both health and adult social care, we need to consider the evidence available for activities associated with SMS in the ASC sector, including the extent to which it might look similar or different to that of health. Secondary research cannot inform this, as we have already undertaken a literature review, which found an absence of evidence on this topic ([202307-RapidLiteratureReview-safety.odt](#)). We are therefore requiring primary research with key stakeholders in the sector, including a sufficiently robust representative sample of providers and representative bodies.

The aim of the project is to:

- Gauge levels of awareness, understanding of and engagement with activities we would commonly associate with SMS in the ASC sector. Such as:
  - Safety management policies
  - Clear accountabilities and responsibilities for safety
  - Hazard identification
  - Incident response
  - Risk mitigation measures
  - Employee participation
  - Management of change
  - Communication of safety information
  - Training of staff in safety
  - Emergency preparedness
  - Involving the people requiring care and support, and the public in safety considerations.
- Test how the language and nature of activities commonly associated with SMS need to be adapted to meet the ASC environment.
- Identify providers who may have already initiated work to develop an integrated SMS or have evidence of some of the common elements of an SMS, gathering insights from their experiences, noting examples of best practice and suitable case studies.
- Map which elements of SMS-related activities seem to be in place within ASC and where there are gaps, providing an indication of more / less mature aspects of SMS within ASC.
- Inform the collaborative development of an outline approach to introducing activities commonly associated with SMS to the ASC sector, involving representative groups, providers and the CQC Safety team.
  - Identifying appropriate language (including adaptations to typical health-based terms).
  - Development of case studies.
  - Identifying key considerations to inform future development of communications, guidance and tools.

We are seeking to engage with the following groups:

- Key organisations in the ASC sector (e.g., Care Providers Alliance, Care England, Homecare



Association, National Care Association and Integrated Care Boards)

- A cross-section of ASC providers
- We also feel that it would be beneficial to include Q Community (Health Foundation) amongst stakeholders as they may be able to identify where ASC may be implementing initiatives that would link to common SMS elements. A specific example being the Huddle Up for Safer Healthcare (HUSH) project.

The research's findings will feed directly into our work to develop an outline approach to introducing SMS activities within ASC.

We are interested in hearing how you would suggest approaching this project to address the aims outlined above. A detailed methodology and rationale for the suggested approach is required.

The outputs required from this research and milestones are:

- Workshop / presentation with project team to discuss findings and recommendations early-January 2026 (in person at CQC venue and date to be confirmed).
- Draft report by end-January 2026.
- An accessible (in line with Government guidance and CQC's content standards) final report, with executive summary (both 14 years reading age) and high-level summary suitable for publication on our website (9 years reading age), by 13th February 2026.
- Summary slides to enable dissemination to wider team and partners by end-February 2026.

Key considerations when selecting our research partner will include:

- The skills and expertise to undertake this work. We require a supplier with expertise in a range of research methodologies.
- Demonstrable expertise in safety and adult social care.
- Value for money.

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

## Key Performance Indicators (KPIs)

Indicator	Measured by ( <i>indicative dates</i> )	Target	Review Frequency
Timely delivery of quality outputs	Delivery of project plan for review by CQC <i>by mid-September 2025</i>	By the point set in the tenderer's timeline and in line with the milestones set out in section one.	Weekly for duration of contract.
	Workshop / presentation <i>by end-January 2026</i>		
	Draft report <i>by mid-February 2026</i>		
	Final report <i>by end-February 2026</i>		
	Summary slides <i>by mid-March 2026</i>		
Collaboration	<p>There is regular contact and engagement with the Authority on the work.</p> <p>The Authority is provided with plans, research instruments, and outputs for review and comments are acted upon.</p> <p>There is effective knowledge transfer to CQC.</p>	As stipulated in section one of this document and in the supplier's quality response.	Weekly for duration of contract.

## 2. DURATION OF CONTRACT

Start Date	End Date	Extension Options (If Applicable)
19 <sup>th</sup> August 2025	13th March 2026	N/A

## 3. COST ENVELOPE

<b>Cost Envelope</b>
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Up to £150,000 (including VAT)
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#### **4. AUTHORITY AND TENDERER RESPONSIBILITIES**

##### **It is the Authority's responsibility to:**

- Ensure that we provide the supplier with the relevant information required for the research.
- Discuss and comment on the design (including research methods) and delivery of the research to ensure that the work meets CQC's needs.
- Attend regular contract management and service delivery meetings.
- Ensure payments are made promptly and in line with the contract.

##### **It is the tenderer's responsibility to:**

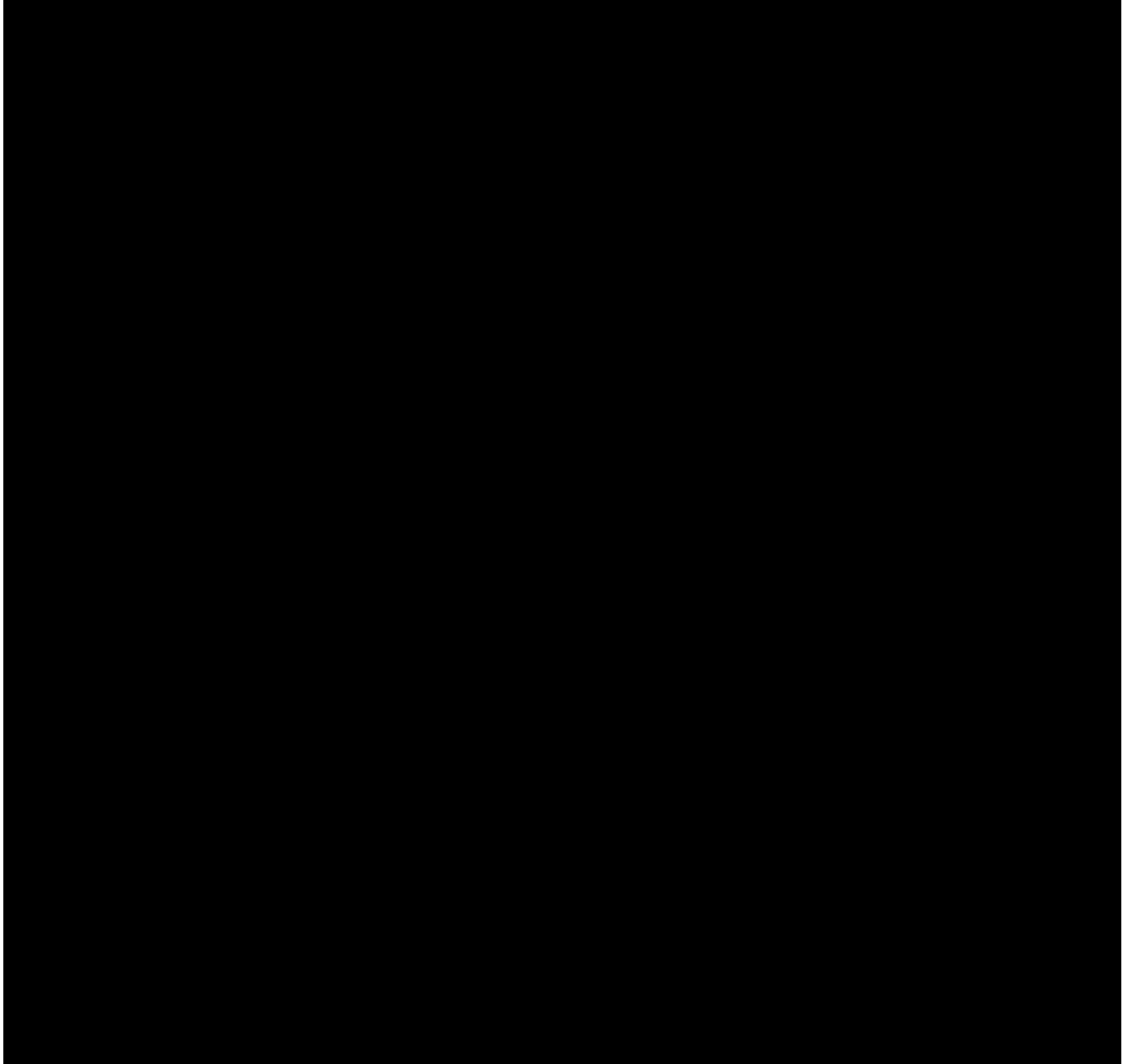
- Appoint a contract and/or a programme manager to oversee the work and liaise with and report to the Authority.
- Ensure delivery against the timeline and milestones, managing contingencies, risks, issues, and mitigations.
- Work within agreed key performance indicators relating to quality, delivery of products and levels of service.
- Provide the authority with draft methodologies, research instruments, and outputs for two rounds of review and comment before they are submitted to the Authority for sign off.
- Deliver a robust research methodology and credible outputs which meet the needs set out in this statement of requirements.
- Perform quality assurance on all aspects of the work.
- Communicate and meet online with the Authority at the agreed frequency, providing the Authority with timely and ongoing information relating to the programme delivery and progress, including costs and any emergent risks, issues, and associated mitigations.

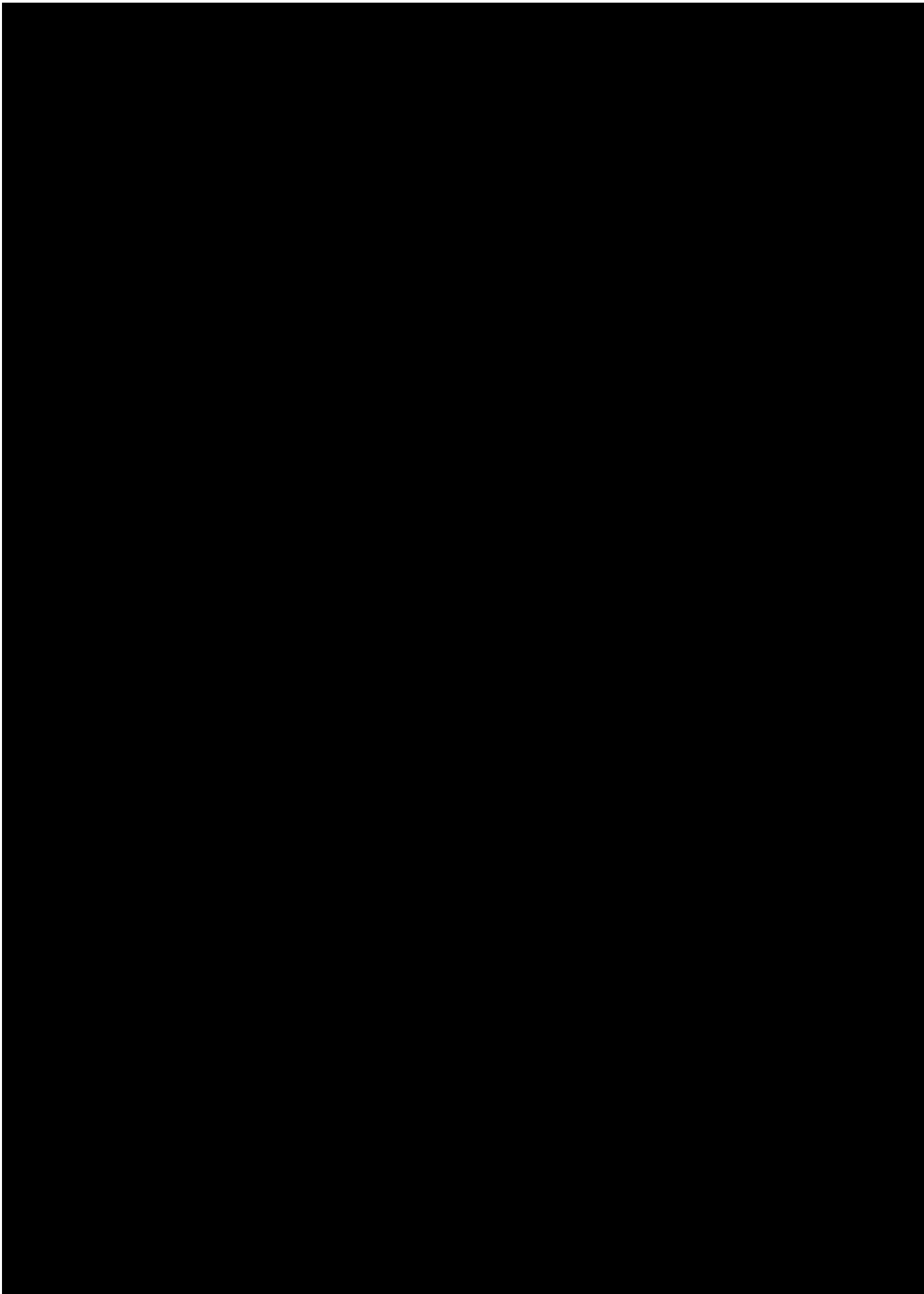
## **5. USE OF FINDINGS BY THE TENDERER**

The tenderer may use information collected and generated through the work if they obtain consent from CQC before using the information (including findings or outputs) in published works and articles.

## **Annex 2 – Supplemental Tender**

### **A. Understanding the requirement (2,848 words)**





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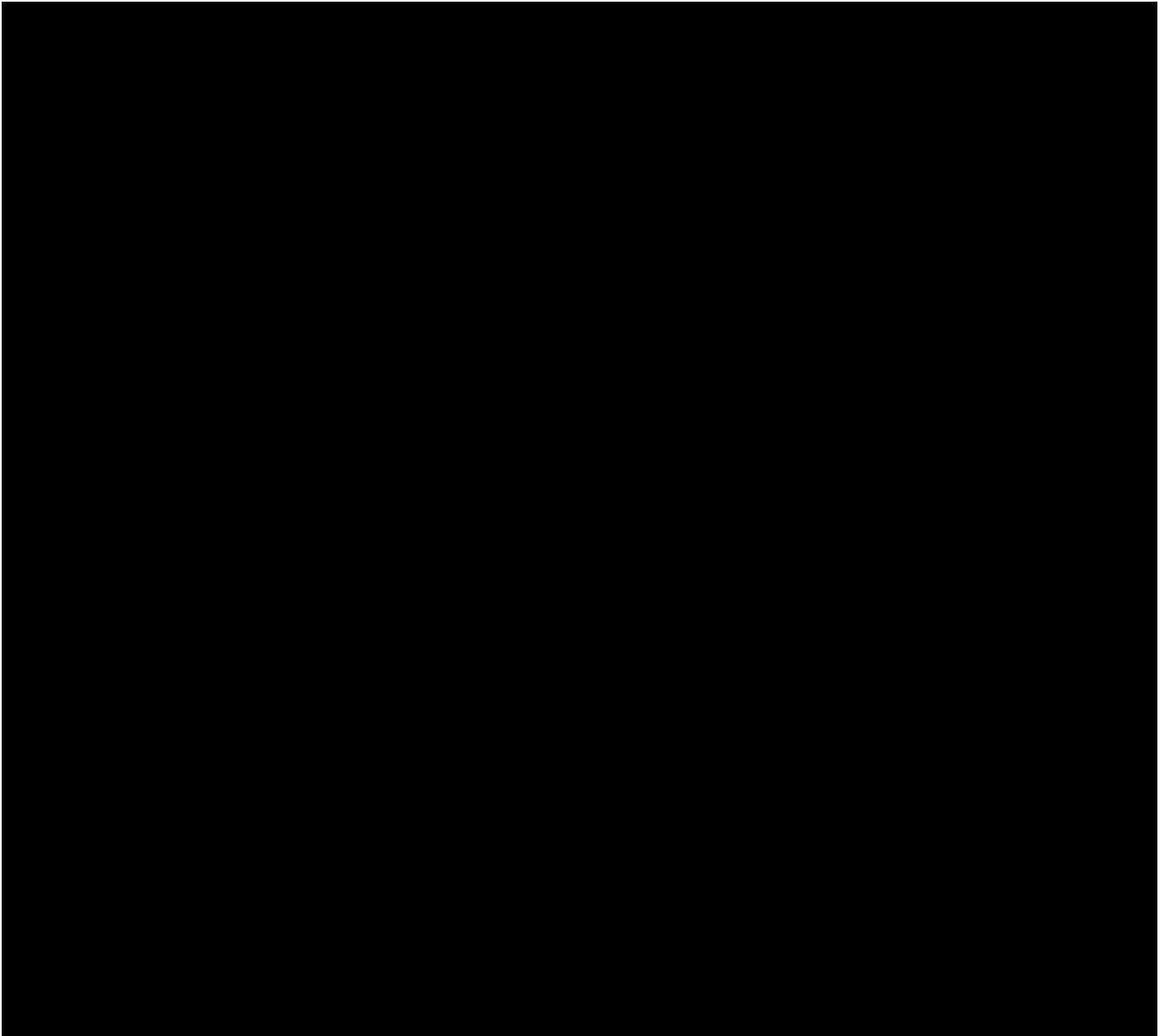
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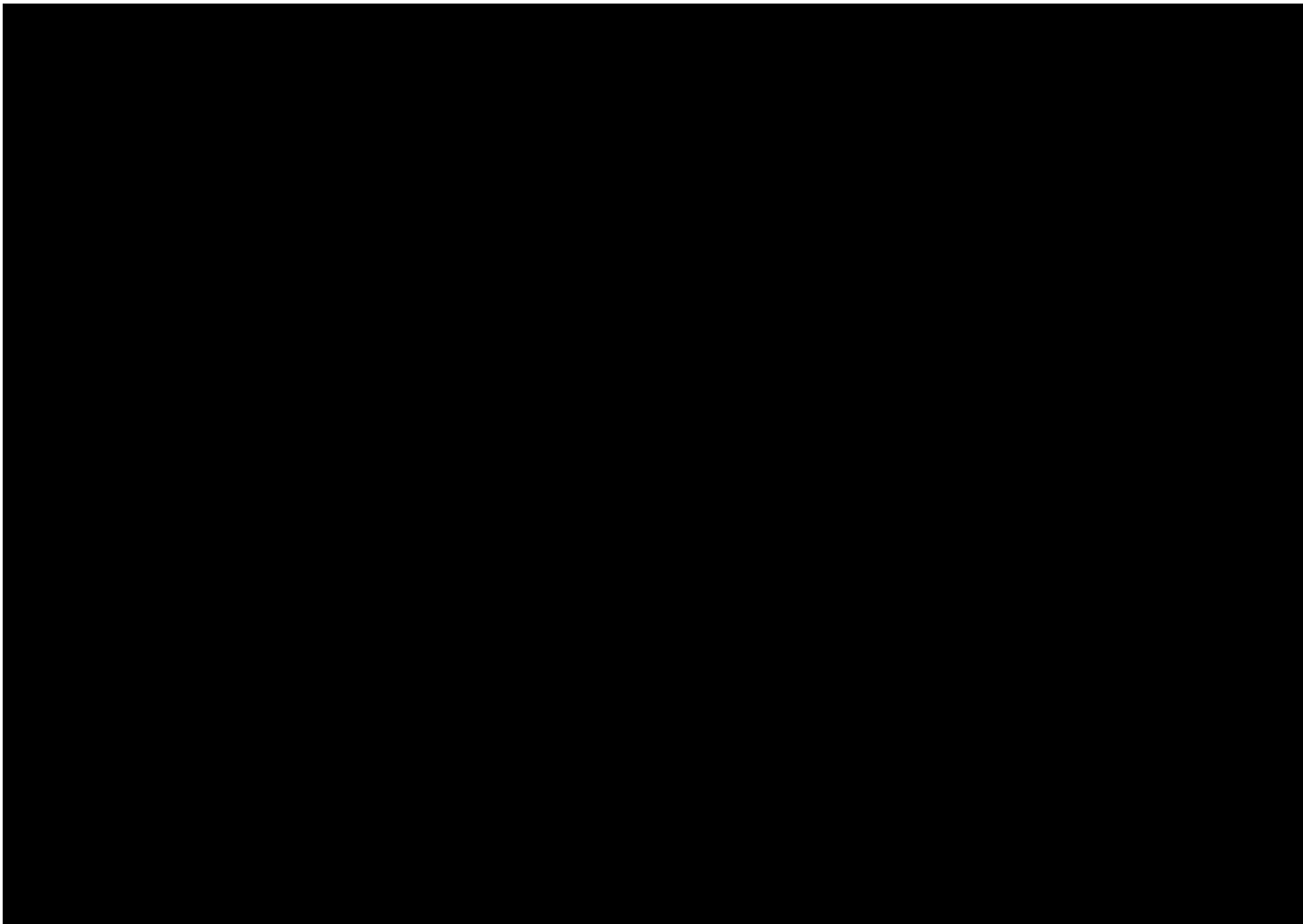
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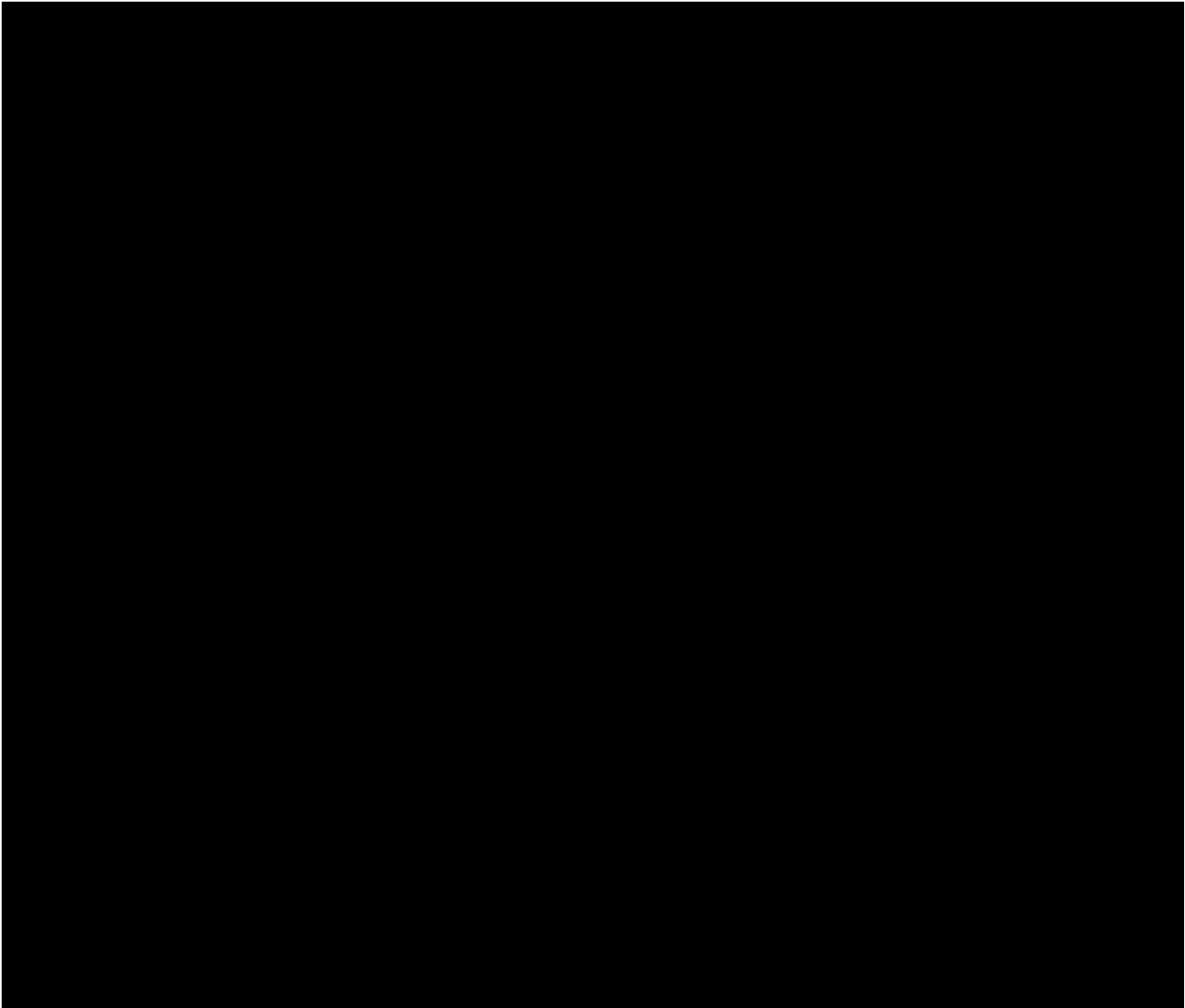
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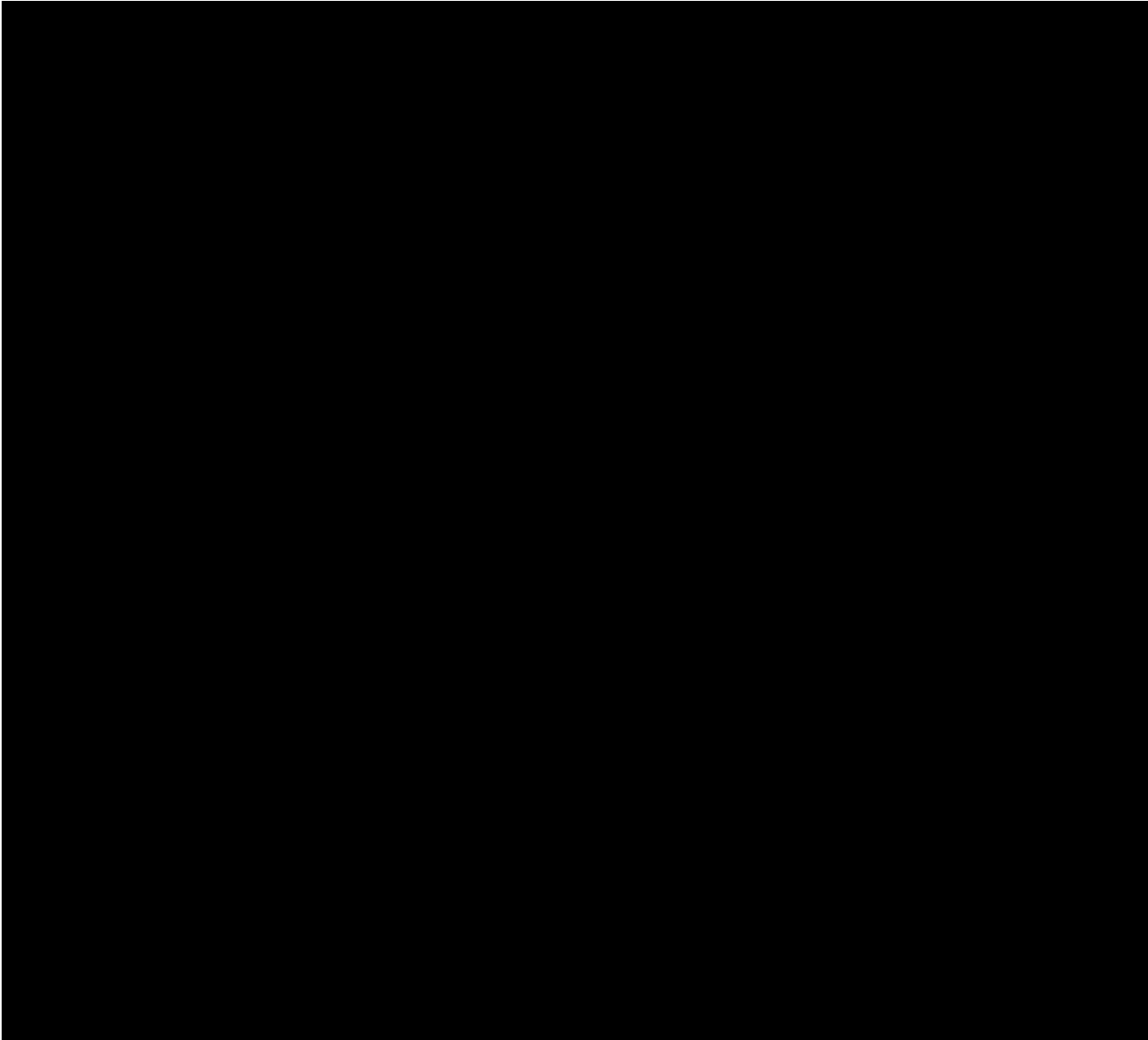
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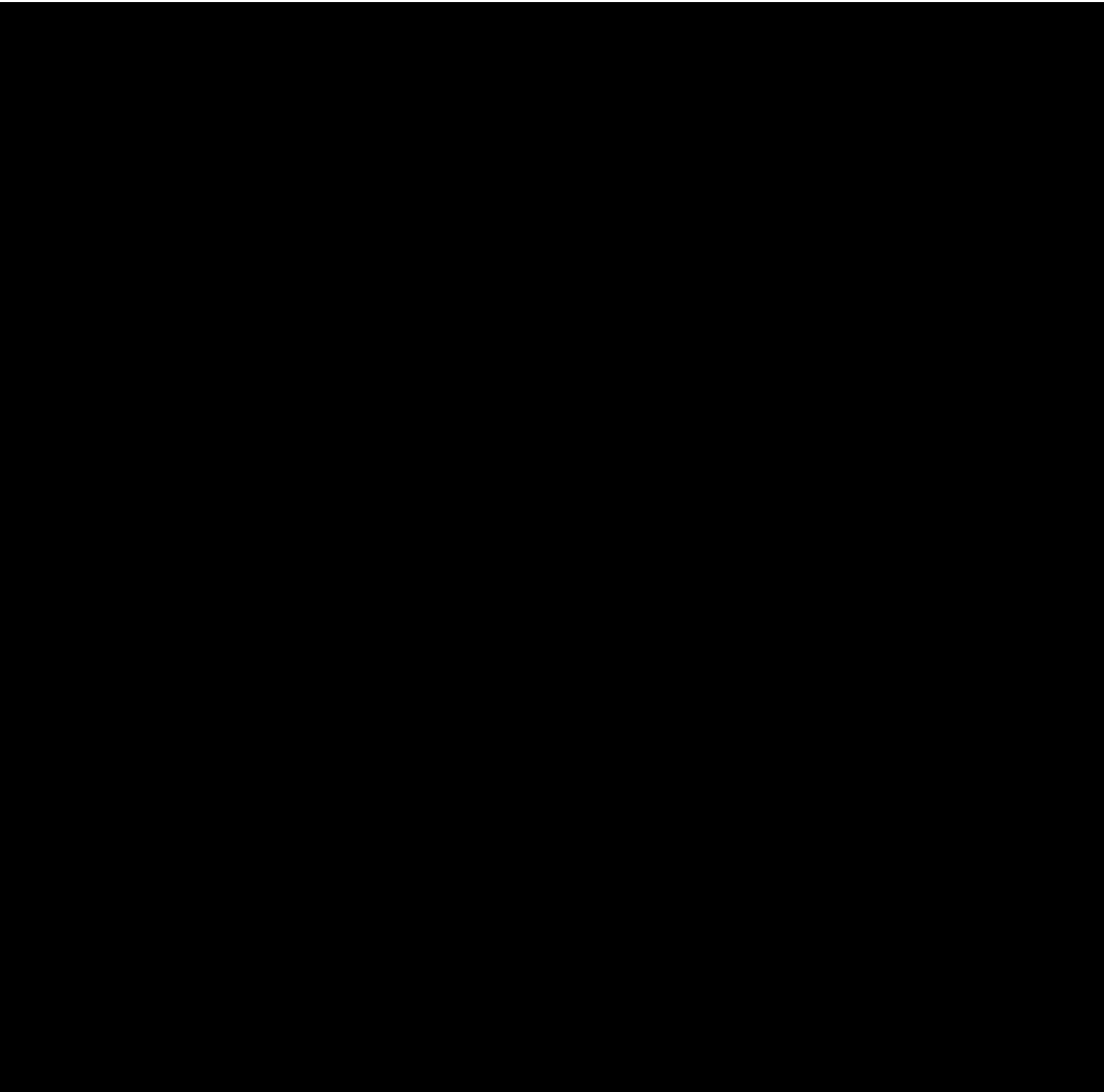




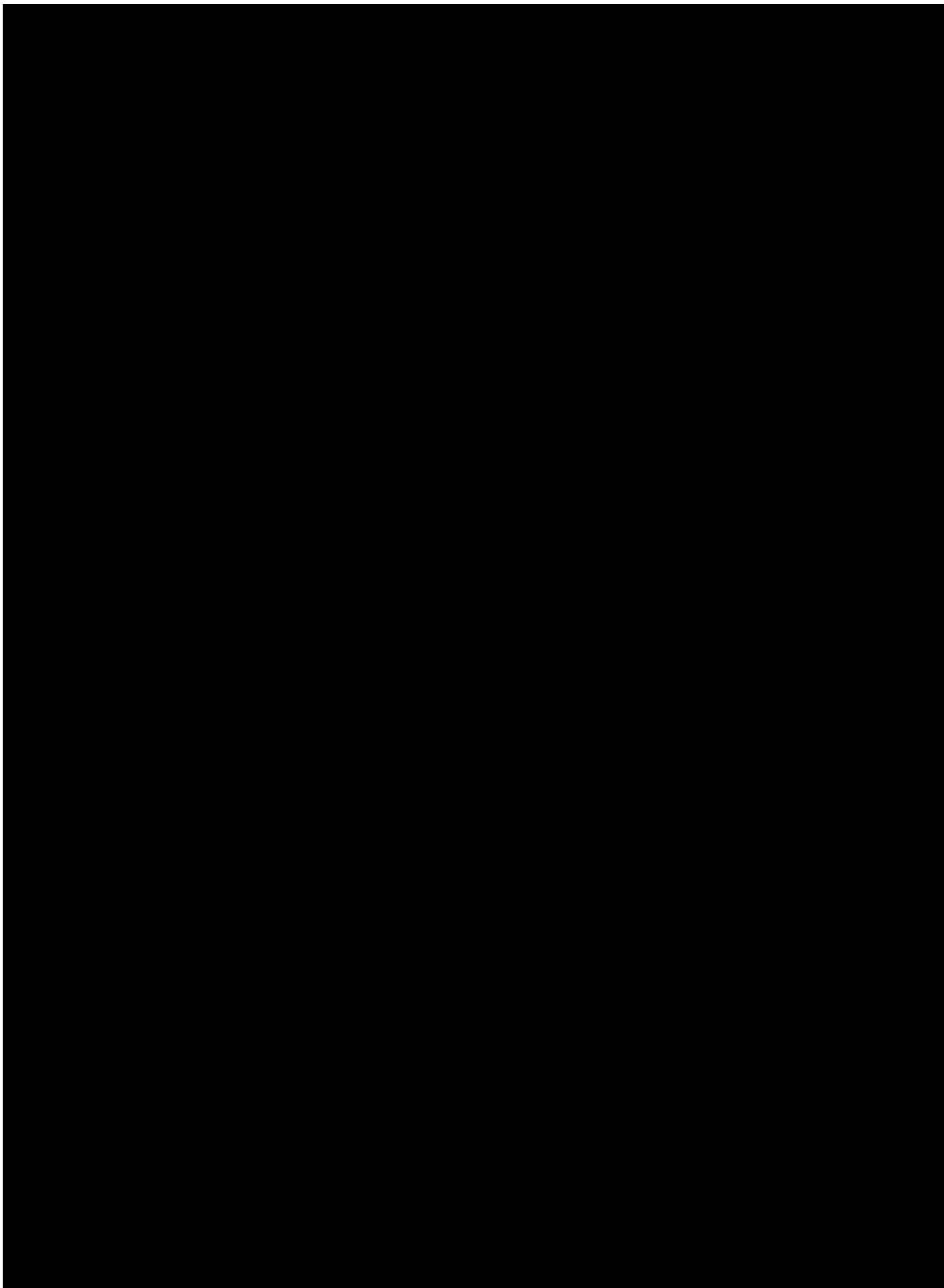


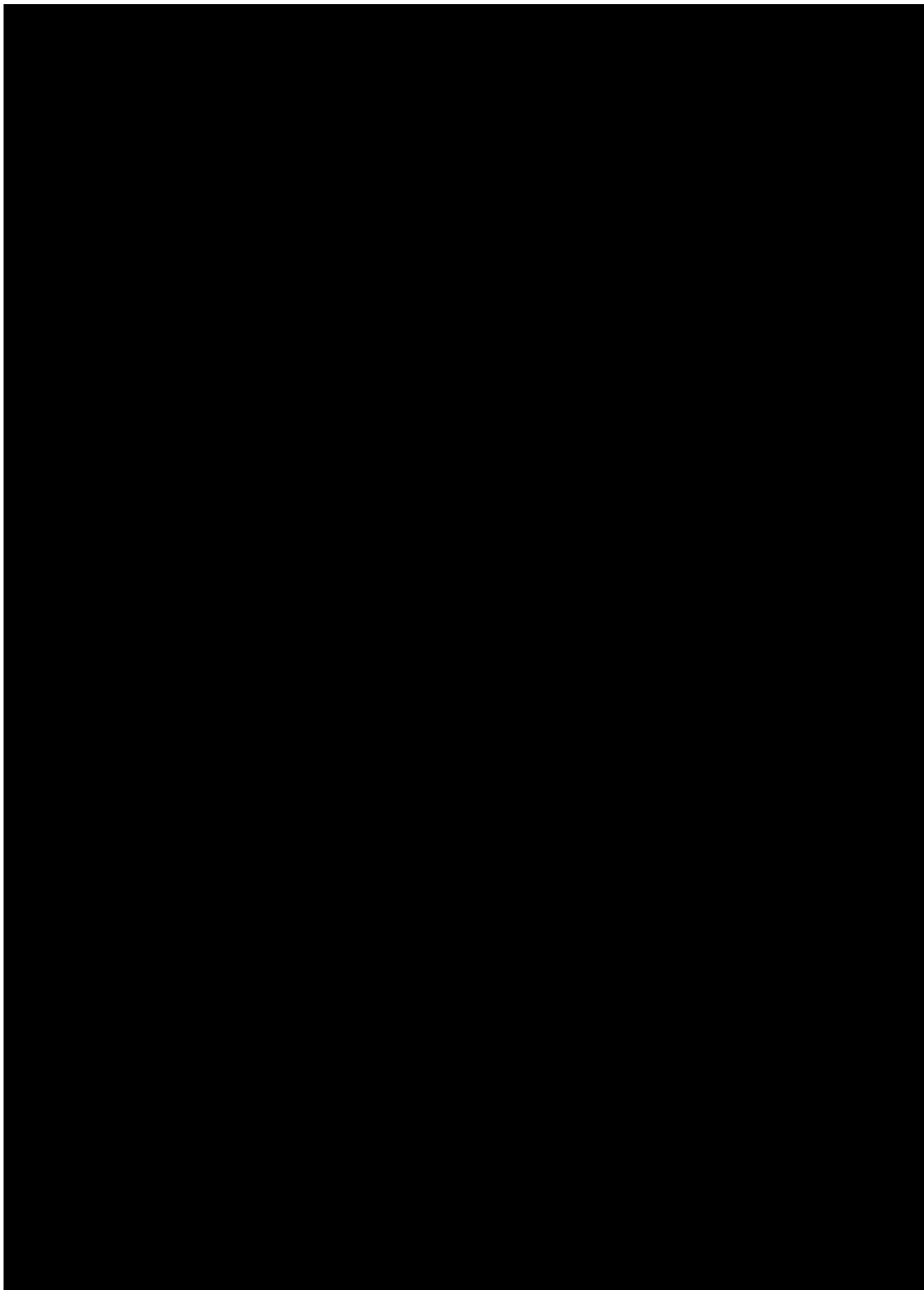




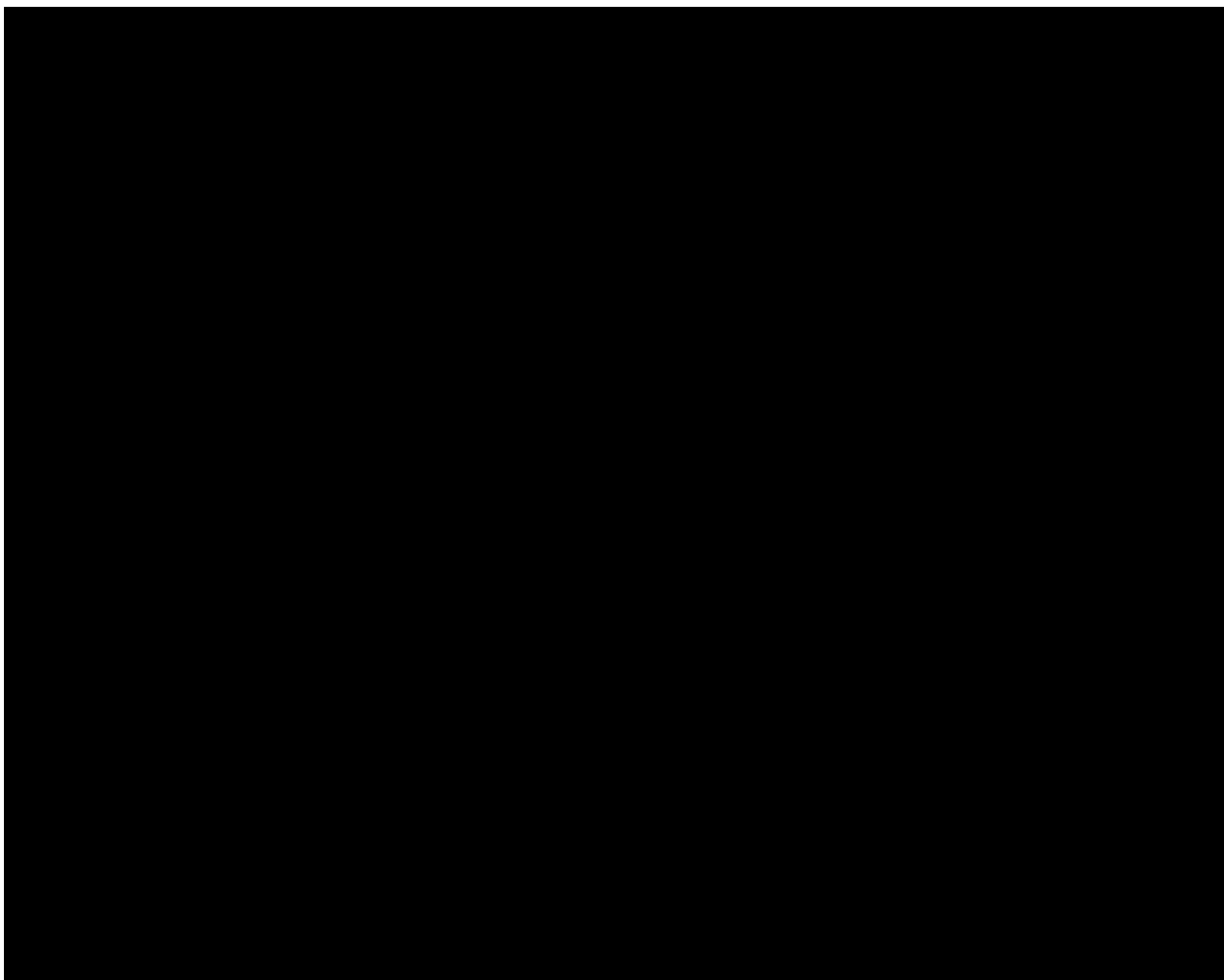


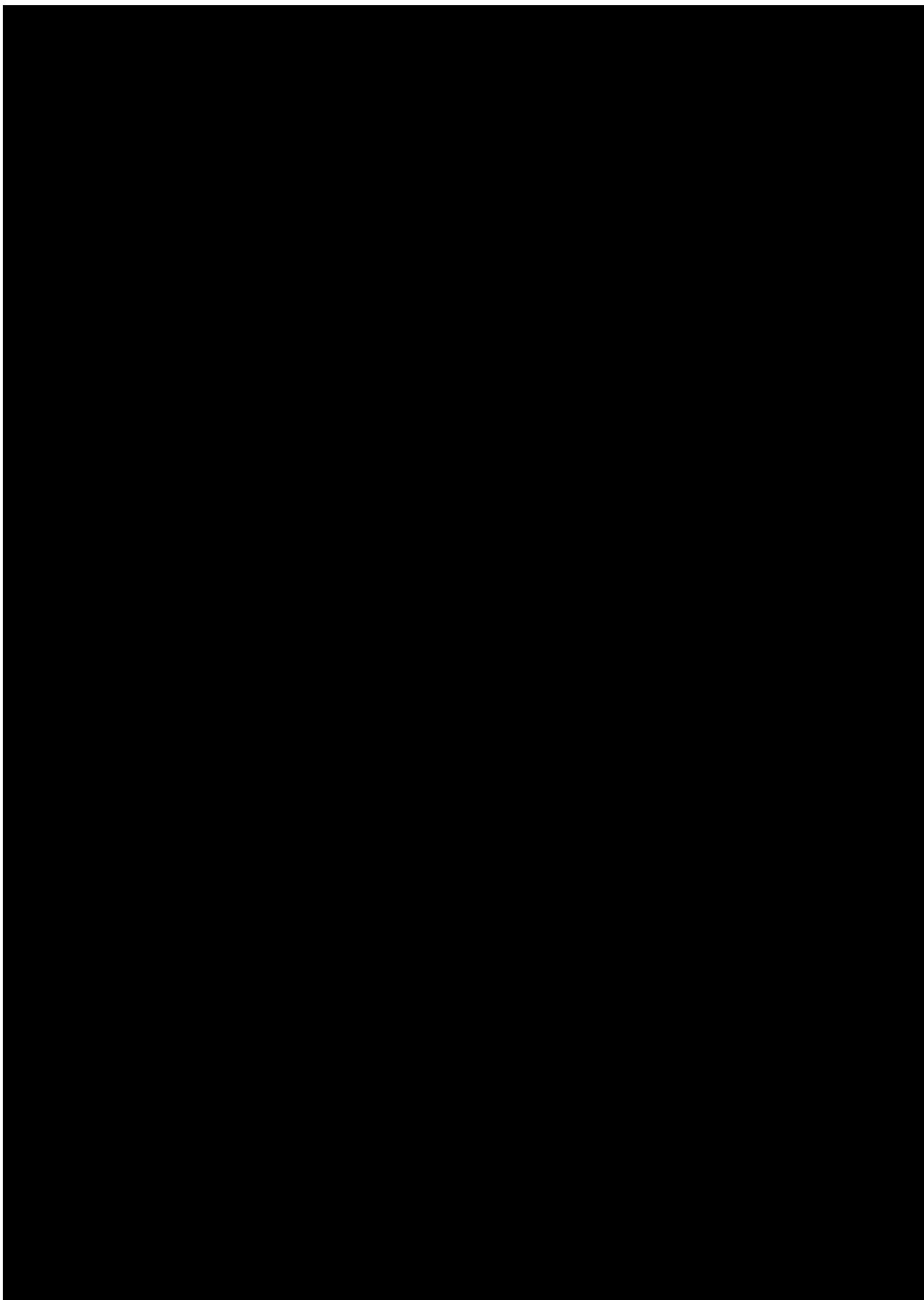


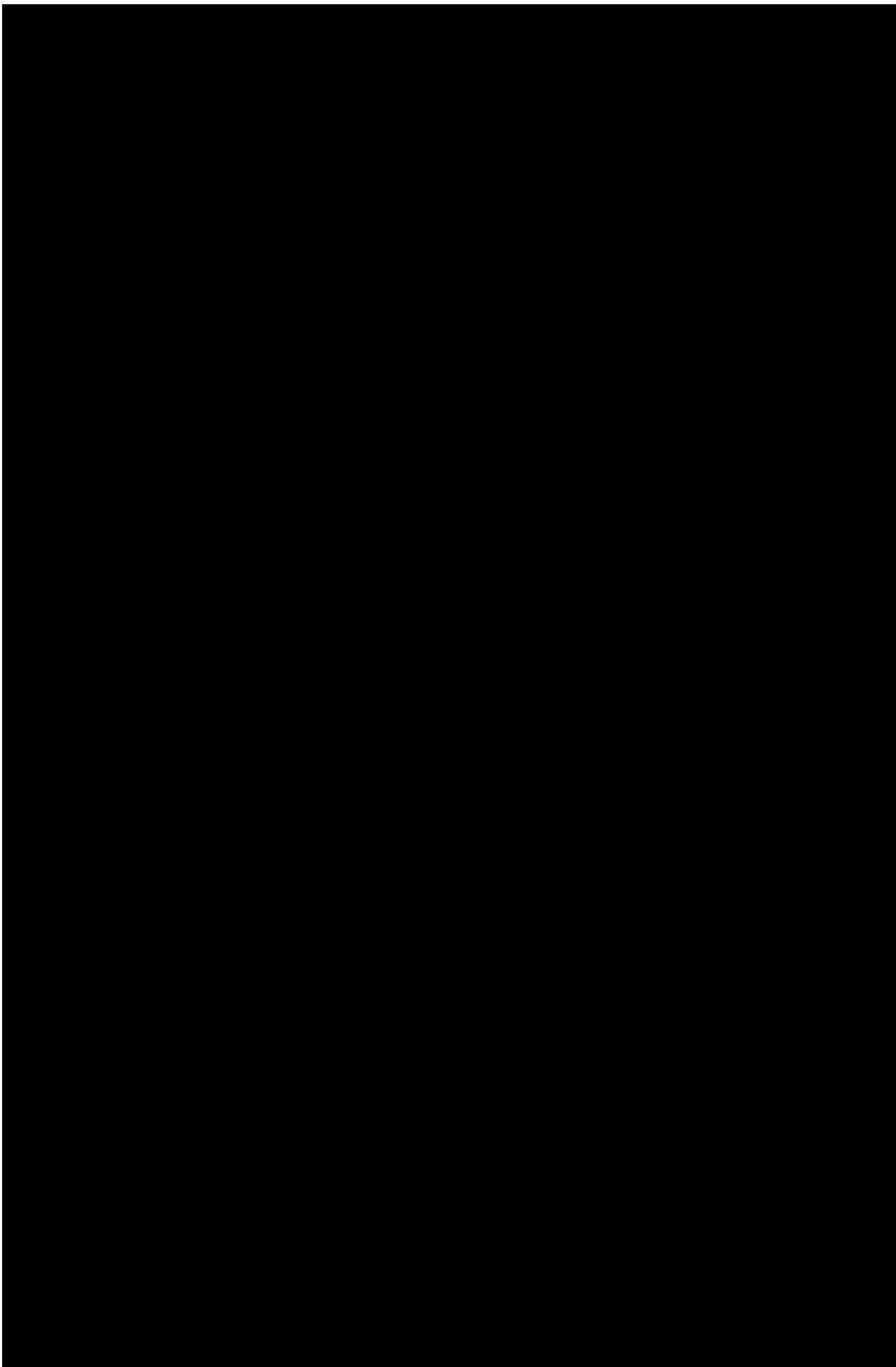




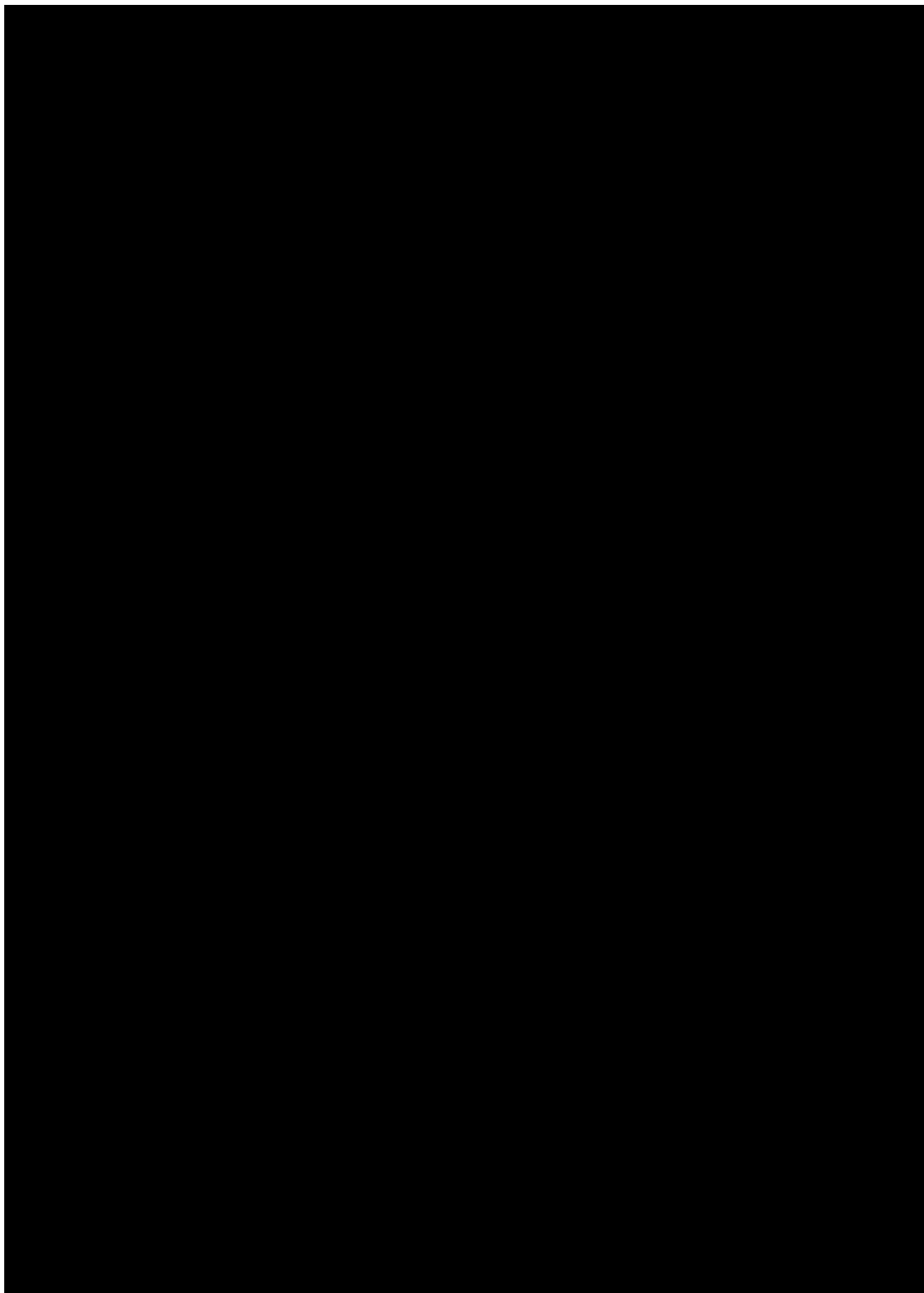


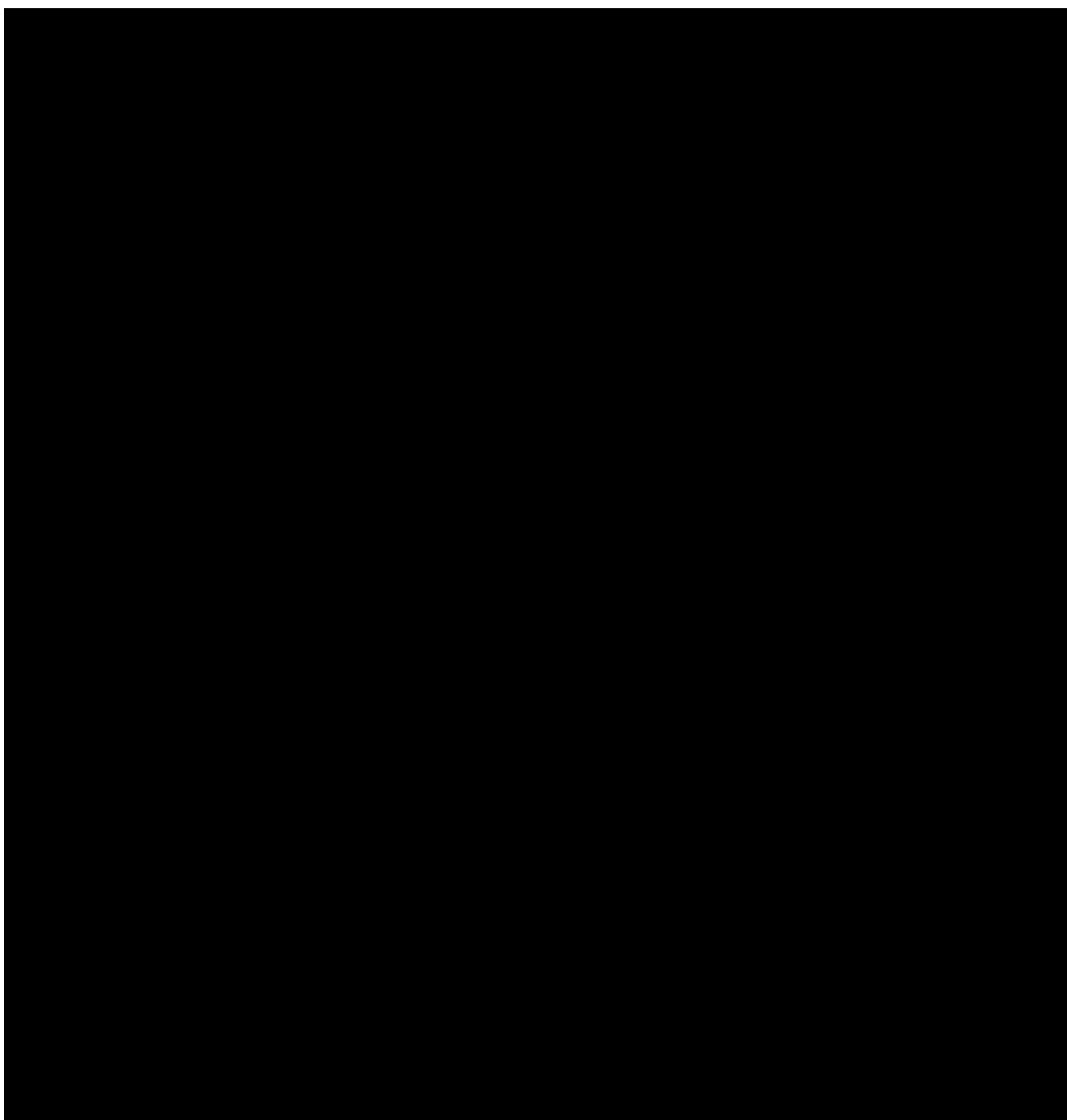












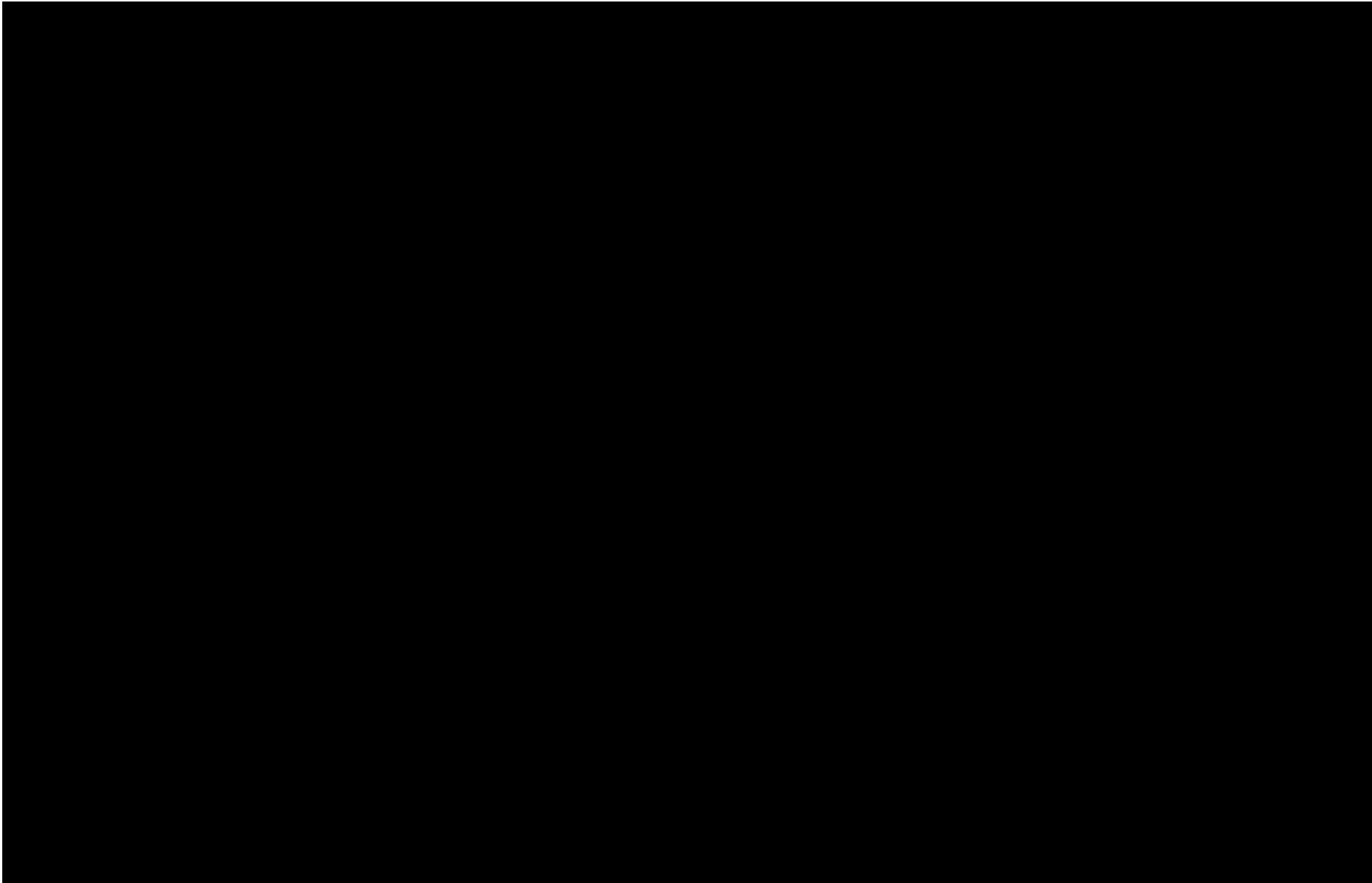
## Price Table

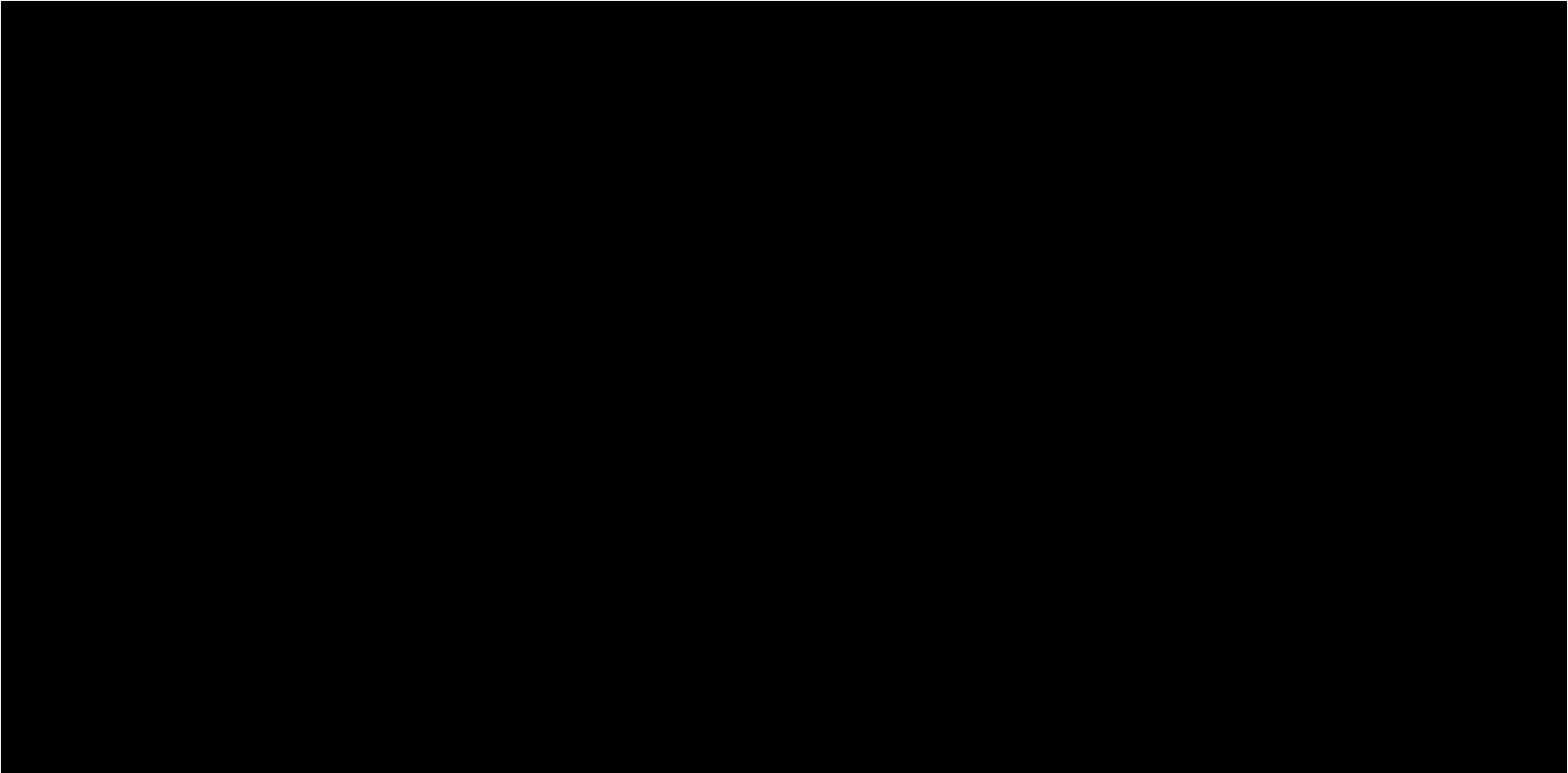
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## Price Table

CASE STUDY:	Adult Social Care Safety Management System Practices			
<p>Assumptions</p> <p>(Please see more information outlined in the Statement of Requirements Document)</p>	<p><b>We are seeking a research project to:</b> Gauge levels of awareness, understanding of and engagement with activities we would commonly associate with SMS in the ASC sector. Test how the language and nature of activities commonly associated with SMS need to be adapted to meet the ASC environment. Identify providers who may have already initiated work to develop an integrated SMS or have evidence of some of the common elements of an SMS.</p> <p><b>The purpose of this research is to:</b> Map which elements of SMS-related activities seem to be in place within ASC and where there are gaps, providing an indication of more / less mature aspects of SMS within ASC. Inform the collaborative development of an outline approach to introducing activities commonly associated with SMS to the ASC sector, involving representative groups, providers and the CQC Safety team.</p>			
ACTIVITY	NUMBER OF DAYS (A)	DAY RATE (£ B)	(A x £ B) (excluding VAT)	(A x £ B) (including VAT)





<b>Total Costs</b>	<b>£120,846.54</b>	<b>£143,517.72</b>
	Excluding VAT	Including VAT

## 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	<p><b>The Parties are Independent Controllers of Personal Data</b></p> <p>The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of:</p> <ul style="list-style-type: none"> <li>• Personally identifiable information of Supplier Personnel for which the Supplier is the Controller,</li> <li>• 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,</li> <li>• Contact details for Registered Managers and Nominated Individuals from our registered provider database are likely to be shared with the supplier to enable sampling for the research. This will be limited to the Adult Social Care Sector. Processes and protection arrangements will be confirmed with the appointed supplier. This information will be processed by the supplier to identify a sample of respondents to take part in the Provider Interviews and Provider Survey.</li> </ul> <p>Personal data obtained directly from the data subjects</p>
Subject matter of the Processing	<p>CQC is commissioning a primary research project to understand the prevalence of activities commonly associated with Safety Management Systems (SMS) in Adult Social Care (ASC).</p> <p>This will involve the following:</p> <ul style="list-style-type: none"> <li>• Gauge levels of understanding of and engagement with activities we would commonly associate with Safety Management Systems (SMS) in the Adult Social Care (ASC) sector.</li> <li>• Test how the language and nature of activities commonly associated with SMS needs to be adapted to meet the ASC environment.</li> </ul>

Description	Details
	<ul style="list-style-type: none"> <li>Identify providers who may have already initiated work in this area, noting examples of best practice and suitable case studies.</li> </ul>
Duration of the Processing	Although the provider has yet to be identified and the contract established, we anticipate the contract running from 4 <sup>th</sup> August 2025 through to 28 <sup>th</sup> February 2026.
Nature and purposes of the Processing	<p>The purpose of the data sharing and processing is to inform analyse and report upon primary research.</p> <p>The supplier will be provided with contact details for Registered Managers and Nominated Individuals within CQC's database of registered providers operating in the Adult Social Care sector.</p> <p>This information will be processed by the supplier to identify a sample of respondents to take part in Provider Interviews and/or a Provider Survey (specific methodology to be confirmed).</p> <p>Data collected by the supplier within Provider Interviews and/or the Provider Survey (specific methodology to be confirmed) will be analysed by the supplier with any analysis shared with the buyer being presented in aggregated form.</p> <p>Summary data analysis and reports provided back to the buyer will not include any personal data. The only exception will be when individuals have provided explicit consent for their details to be associated with specific quotes, that may be used in the report.</p>
Type of Personal Data being Processed	<p>For sampling purposes: name, job title, workplace address, work phone number, work e-mail address, sector, region.</p> <p>For analysis: information above, plus responses to questions contained within the interview and/or survey (specific methodology to be confirmed).</p>
Categories of Data Subject	Registered Managers and Nominated Individuals from CQC's database of registered providers within the Adult Social Care sector.
Plan for return and destruction of the data once the Processing is complete  UNLESS requirement under	Data storage processes and protections will be in place so that the supplier maintains the security of the contact details shared and data collected. Personal data will only be utilised for the purposes of this project and destroyed within 6 months of project completion.

Description	Details
law to preserve that type of data	
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	<p>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.</p> <p>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.</p> <p>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.</p>