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**Contract for:
CQC National Customer Service Centre
(NCSC) - Senior Leadership Team
Development**

Contract Reference: CQC LD 150

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Terms and Conditions of Contract for Services

1 Interpretation

1.1 In these terms and conditions:

“Agreement”	means the contract consisting of these terms and conditions, any attached Schedules, the invitation to tender including Specification, the Tender Response and Award Letter between (i) the Care Quality Commission (“Customer”) and (ii) Use Your Noggin Ltd (“Contractor”);
“Approval”	means the written consent of the Customer;
“Award Letter”	means the letter from the Customer to the Contractor containing these terms and conditions;
“Central Government Body”	means a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics: (a) Government Department; (b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal); (c) Non-Ministerial Department; or (d) Executive Agency;
“Charges”	means the charges for the Services as specified in the Schedule 2;
“Confidential Information”	means all information, whether written or oral (however recorded), provided by the disclosing Party to the receiving Party and which (i) is known by the receiving Party to be confidential; (ii) is marked as or stated to be confidential; or (iii) ought reasonably to be considered by the receiving Party to be confidential;
“Contractor”	means the person named as Contractor who was awarded this contract;
“Customer”	means the Care Quality Commission;

“DPA”	means the Data Protection Act 1998;
“Expiry Date”	means the date for expiry of the Agreement as set out in the Award Letter;
“FOIA”	means the Freedom of Information Act 2000;
“Information”	has the meaning given under section 84 of the FOIA;
“Key Personnel”	means any persons specified as such in the Specification or Agreement otherwise notified as such by the Customer to the Contractor in writing;
“Party”	means the Contractor or the Customer (as appropriate) and “Parties” shall mean both of them;
“Personal Data”	means personal data (as defined in the DPA) which is processed by the Contractor or any Staff on behalf of the Customer pursuant to or in connection with this Agreement;
“Premises”	means the location where the Services are to be supplied, as set out in the Specification;
“Purchase Order Number”	means the Customer’s unique number relating to the supply of the Services by the Contractor to the Customer in accordance with the terms of the Agreement;
“Request for Information”	has the meaning set out in the FOIA or the Environmental Information Regulations 2004 as relevant (where the meaning set out for the term “request” shall apply);
“Schedule”	means a schedule attached to, and forming part of, the Agreement;
“Services”	means the services to be supplied by the Contractor to the Customer under the Agreement;
“Specification”	means the specification for the Services (including as to quantity, description and quality) as specified in the Award Letter and appended hereto in Schedule 1;
“Staff”	means all directors, officers, employees, agents, consultants and

contractors of the Contractor and/or of any sub-contractor of the Contractor engaged in the performance of the Contractor's obligations under the Agreement;

- "Staff Vetting Procedures" means vetting procedures that accord with good industry practice or, where requested by the Customer, the Customer's procedures for the vetting of personnel as provided to the Contractor from time to time;
- "Term" means the period from the start date of the Agreement set out in the Award Letter to the Expiry Date as such period may be extended in accordance with clause 4.2 or terminated in accordance with the terms and conditions of the Agreement;
- "VAT" means value added tax in accordance with the provisions of the Value Added Tax Act 1994; and
- "Working Day" means a day (other than a Saturday or Sunday) on which banks are open for business in the City of London.

1.2 In these terms and conditions, unless the context otherwise requires:

- 1.2.1 references to numbered clauses are references to the relevant clause in these terms and conditions;
- 1.2.2 any obligation on any Party not to do or omit to do anything shall include an obligation not to allow that thing to be done or omitted to be done;
- 1.2.3 the headings to the clauses of these terms and conditions are for information only and do not affect the interpretation of the Agreement;
- 1.2.4 any reference to an enactment includes reference to that enactment as amended or replaced from time to time and to any subordinate legislation or byelaw made under that enactment; and
- 1.2.5 the word 'including' shall be understood as meaning 'including without limitation'.

2 Priority of documents

2.1 In the event of, and only to the extent of, any conflict between the clauses of the Agreement, any document referred to in those clauses and the Schedules, the conflict shall be resolved in accordance with the following order of precedence:

- a) these terms and conditions
- b) the Schedules
- c) any other document referred to in these terms and conditions

3 Supply of Services

3.1 In consideration of the Customer's agreement to pay the Charges, the Contractor shall supply the Services to the Customer for the Term subject to and in accordance with the terms and conditions of the Agreement.

3.2 In supplying the Services, the Contractor shall:

3.2.1 co-operate with the Customer in all matters relating to the Services and comply with all the Customer's instructions;

3.2.2 perform the Services with all reasonable care, skill and diligence in accordance with good industry practice in the Contractor's industry, profession or trade;

3.2.3 use Staff who are suitably skilled, experienced and possess the required qualifications to perform tasks assigned to them, and in sufficient number to ensure that the Contractor's obligations are fulfilled in accordance with the Agreement;

3.2.4 ensure that the Services shall conform with all descriptions and specifications set out in the Specification;

3.2.5 comply with all applicable laws; and

3.2.6 provide all equipment, tools and vehicles and other items as are required to provide the Services.

3.3 The Customer may by written notice to the Contractor at any time request a variation to the scope of the Services. If the Contractor agrees to any variation to the scope of the Services, the Charges shall be subject to fair and reasonable adjustment to be agreed in writing between the Customer and the Contractor.

4 Term

- 4.1 The Agreement shall take effect on 4th September 2017 and shall expire on 30th September 2018, unless it is otherwise extended in accordance with clause 4.2 or terminated in accordance with the terms and conditions of the Agreement.
- 4.2 The Customer may extend the Agreement for a period of up to 6 months by giving not less than 10 Working Days' notice in writing to the Contractor prior to the Expiry Date. The terms and conditions of the Agreement shall apply throughout any such extended period.

5 Charges, Payment and Recovery of Sums Due

- 5.1 The Charges for the Services shall be as set out in the Award Letter appended hereto in Schedule 2 and shall be the full and exclusive remuneration of the Contractor in respect of the supply of the Services. Unless otherwise agreed in writing by the Customer, the Charges shall include every cost and expense of the Contractor directly or indirectly incurred in connection with the performance of the Services.
- 5.2 The Contractor shall invoice the Customer as specified in the Agreement. Each invoice shall include such supporting information required by the Customer to verify the accuracy of the invoice, including the relevant Purchase Order Number and a breakdown of the Services supplied in the invoice period.
- 5.3 In consideration of the supply of the Services by the Contractor, the Customer shall pay the Contractor the invoiced amounts no later than 30 days after receipt of a valid invoice which includes a valid Purchase Order Number. The Customer may, without prejudice to any other rights and remedies under the Agreement, withhold or reduce payments in the event of unsatisfactory performance.
- 5.4 All amounts stated are exclusive of VAT which shall be charged at the prevailing rate. The Customer shall, following the receipt of a valid VAT invoice, pay to the Contractor a sum equal to the VAT chargeable in respect of the Services.
- 5.5 If there is a dispute between the Parties as to the amount invoiced, the Customer shall pay the undisputed amount. The Contractor shall not suspend the supply of the Services unless the Contractor is entitled to terminate the Agreement for a failure to pay undisputed sums in accordance with clause 16.4. Any disputed amounts shall be resolved through the dispute resolution procedure detailed in clause 19.

- 5.6 If a payment of an undisputed amount is not made by the Customer by the due date, then the Customer shall pay the Contractor interest at the interest rate specified in the Late Payment of Commercial Debts (Interest) Act 1998.
- 5.7 If any sum of money is recoverable from or payable by the Contractor under the Agreement (including any sum which the Contractor is liable to pay to the Customer in respect of any breach of the Agreement), that sum may be deducted unilaterally by the Customer from any sum then due, or which may come due, to the Contractor under the Agreement or under any other agreement or contract with the Customer. The Contractor shall not be entitled to assert any credit, set-off or counterclaim against the Customer in order to justify withholding payment of any such amount in whole or in part.
- 5.8 Where the Contractor enters into a sub-contract, the Contractor shall include in that sub-contract:
- 5.8.1 Provisions having the same effect as clauses 5.2 to 5.6 of the Agreement and
- 5.8.2 Provisions requiring the counterparty to that subcontract to include in any sub-contract which it awards provisions having the same effect as clauses 5.2 to 5.6 of this Agreement
- 5.8.3 In this clause 5.8 'sub-contract' means a contract between two or more suppliers, at any stage of remoteness from the Customer in a sub-contracting chain, made wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of this Agreement.

6 Premises and equipment

- 6.1 If necessary, the Customer shall provide the Contractor with reasonable access at reasonable times to its premises for the purpose of supplying the Services. All equipment, tools and vehicles brought onto the Customer's premises by the Contractor or the Staff shall be at the Contractor's risk.
- 6.2 If the Contractor supplies all or any of the Services at or from the Customer's premises, on completion of the Services or termination or expiry of the Agreement (whichever is the earlier) the Contractor shall vacate the Customer's premises, remove the Contractor's plant, equipment and unused materials and all rubbish arising out of the provision of the Services and leave the Customer's premises in a clean, safe and tidy condition. The Contractor shall be solely responsible for making good any damage to the Customer's premises or any objects contained on the Customer's premises which is caused by the Contractor or any Staff, other than fair wear and tear.

- 6.3 If the Contractor supplies all or any of the Services at or from its premises or the premises of a third party, the Customer may, during normal business hours and on reasonable notice, inspect and examine the manner in which the relevant Services are supplied at or from the relevant premises.
- 6.4 The Customer shall be responsible for maintaining the security of its premises in accordance with its standard security requirements. While on the Customer's premises the Contractor shall, and shall procure that all Staff shall, comply with all the Customer's security requirements.
- 6.5 Where all or any of the Services are supplied from the Contractor's premises, the Contractor shall, at its own cost, comply with all security requirements specified by the Customer in writing.
- 6.6 Without prejudice to clause 3.2.6, any equipment provided by the Customer for the purposes of the Agreement shall remain the property of the Customer and shall be used by the Contractor and the Staff only for the purpose of carrying out the Agreement. Such equipment shall be returned promptly to the Customer on expiry or termination of the Agreement.
- 6.7 The Contractor shall reimburse the Customer for any loss or damage to the equipment (other than deterioration resulting from normal and proper use) caused by the Contractor or any Staff. Equipment supplied by the Customer shall be deemed to be in a good condition when received by the Contractor or relevant Staff unless the Customer is notified otherwise in writing within 5 Working Days.
- 6.8 Any Premises/land made available from time to time to the Contractor by the Customer in connection with the contract, shall be made available to the contractor on a non-exclusive licence basis free of charge and shall be used by the contractor solely for the purpose of performing its obligations under the contract. The Contractor shall have the use of such Premises/land as licensee and shall vacate the same on completion, termination or abandonment of the Contract.
- 6.9 The Parties agree that there is no intention on the part of the Customer to create a tenancy of any nature whatsoever in favour of the Contractor or its Staff and that no such tenancy has or shall come into being and, notwithstanding any rights granted pursuant to the Contract, the Customer retains the right at any time to use any premises owned or occupied by it in any manner it sees fit.
- 6.10 Should the Contractor require modifications to the Premises, such modifications shall be subject to prior Approval and shall be carried out by the Customer at the Contractor's expense. The Customer shall undertake

approved modification work without undue delay. Ownership of such modifications shall rest with the Customer.

- 6.11 All the Contractor's equipment shall remain at the sole risk and responsibility of the Contractor, except that the Customer shall be liable for loss of or damage to any of the Contractor's property located on Customers Premises which is due to the negligent act or omission of the Customer.

7 Staff and Key Personnel

- 7.1 If the Customer reasonably believes that any of the Staff are unsuitable to undertake work in respect of the Agreement, it may, by giving written notice to the Contractor:

- 7.1.1 refuse admission to the relevant person(s) to the Customer's premises;
- 7.1.2 direct the Contractor to end the involvement in the provision of the Services of the relevant person(s); and/or
- 7.1.3 require that the Contractor replace any person removed under this clause with another suitably qualified person and procure that any security pass issued by the Customer to the person removed is surrendered,

and the Contractor shall comply with any such notice.

- 7.2 The Contractor shall:

- 7.2.1 ensure that all Staff are vetted in accordance with the Staff Vetting Procedures; and if requested, comply with the Customer's Staff Vetting Procedures as supplied from time to time;
- 7.2.2 if requested, provide the Customer with a list of the names and addresses (and any other relevant information) of all persons who may require admission to the Customer's premises in connection with the Agreement; and
- 7.2.3 procure that all Staff comply with any rules, regulations and requirements reasonably specified by the Customer.

- 7.3 Any Key Personnel shall not be released from supplying the Services without the agreement of the Customer, except by reason of long-term sickness, maternity leave, paternity leave, termination of employment or other extenuating circumstances.

- 7.4 Any replacements to the Key Personnel shall be subject to the prior written agreement of the Customer (not to be unreasonably withheld). Such replacements shall be of at least equal status or of equivalent experience and skills to the Key Personnel being replaced and be suitable for the responsibilities of that person in relation to the Services.
- 7.5 At the Customer's written request, the Contractor shall provide a list of names and addresses of all persons who may require admission in connection with the Contract to the Premises, specifying the capacities in which they are concerned with the Contract and giving such other particulars as the Customer may reasonably request.
- 7.6 The Contractor's Staff, engaged within the boundaries of the Premises shall comply with such rules, regulations and requirements (including those relating to security arrangements) as may be in force from time to time for the conduct of personnel when at or outside the Premises.
- 7.7 The Customer may require the Contractor to ensure that any person employed in the provision of the Services has undertaken a Criminal Records Bureau check as per the Staff Vetting Procedures.

8 Assignment and sub-contracting

- 8.1 The Contractor shall not without the written consent of the Customer assign, sub-contract, novate or in any way dispose of the benefit and/ or the burden of the Agreement or any part of the Agreement. The Customer may, in the granting of such consent, provide for additional terms and conditions relating to such assignment, sub-contract, novation or disposal. The Contractor shall be responsible for the acts and omissions of its sub-contractors as though those acts and omissions were its own.
- 8.2 If the Contractor enters into a sub-contract for the purpose of performing its obligations under the Agreement, it shall ensure that a provision is included in such sub-contract which requires payment to be made of all sums due by the Contractor to the sub-contractor within a specified period not exceeding 30 days from the receipt of a valid invoice.
- 8.3 If the Customer has consented to the placing of sub-contracts, the Contractor shall, at the request of the Customer, send copies of each sub-contract, to the Customer as soon as is reasonably practicable.
- 8.4 The Customer may assign, novate, or otherwise dispose of its rights and obligations under the Agreement without the consent of the Contractor provided that such assignment, novation or disposal shall not increase the burden of the Contractor's obligations under the Agreement.

9 Intellectual Property Rights

- 9.1 All intellectual property rights in any materials provided by the Customer to the Contractor for the purposes of this Agreement shall remain the property of the Customer but the Customer hereby grants the Contractor a royalty-free, non-exclusive and non-transferable licence to use such materials as required until termination or expiry of the Agreement for the sole purpose of enabling the Contractor to perform its obligations under the Agreement.
- 9.2 All intellectual property rights in any materials created or developed by the Contractor pursuant to the Agreement or arising as a result of the provision of the Services shall vest in the Customer. If, and to the extent, that any intellectual property rights in such materials vest in the Contractor by operation of law, the Contractor hereby assigns to the Customer by way of a present assignment of future rights that shall take place immediately on the coming into existence of any such intellectual property rights all its intellectual property rights in such materials (with full title guarantee and free from all third party rights).
- 9.3 The Contractor hereby grants the Customer:
- 9.3.1 a perpetual, royalty-free, irrevocable, non-exclusive licence (with a right to sub-license) to use all intellectual property rights in the materials created or developed pursuant to the Agreement and any intellectual property rights arising as a result of the provision of the Services; and
- 9.3.2 a perpetual, royalty-free, irrevocable and non-exclusive licence (with a right to sub-license) to use:
- a) any intellectual property rights vested in or licensed to the Contractor on the date of the Agreement; and
- b) any intellectual property rights created during the Term but which are neither created or developed pursuant to the Agreement nor arise as a result of the provision of the Services,
- including any modifications to or derivative versions of any such intellectual property rights, which the Customer reasonably requires in order to exercise its rights and take the benefit of the Agreement including the Services provided.
- 9.4 The Contractor shall indemnify, and keep indemnified, the Customer in full against all costs, expenses, damages and losses (whether direct or indirect), including any interest, penalties, and reasonable legal and other professional fees awarded against or incurred or paid by the Customer as a result of or in

connection with any claim made against the Customer for actual or alleged infringement of a third party's intellectual property arising out of, or in connection with, the supply or use of the Services, to the extent that the claim is attributable to the acts or omission of the Contractor its Staff, agents or sub-contractors.

- 9.5 The Customer shall promptly notify the Contractor of any infringement claim made against it relating to any Services and, subject to any statutory obligation requiring the Customer to respond, shall permit the Contractor to have the right, at its sole discretion to assume, defend, settle or otherwise dispose of such claim. The Customer shall give the Contractor such assistance as it may reasonably require to dispose of the claim and shall not make any statement which might be prejudicial to the settlement or defence of the claim.

10 Governance and Records

10.1 The Contractor shall:

10.1.1 attend progress meetings with the Customer at the frequency and times specified by the Customer and shall ensure that its representatives are suitably qualified to attend such meetings; and

10.1.2 submit progress reports to the Customer at the times and in the format specified by the Customer.

10.2 The Contractor shall keep and maintain until 6 years after the end of the Agreement, or as long a period as may be agreed between the Parties, full and accurate records of the Agreement including the Services supplied under it and all payments made by the Customer. The Contractor shall on request afford the Customer or the Customer's representatives such access to those records as may be reasonably requested by the Customer in connection with the Agreement.

11 Confidentiality, Transparency and Publicity

11.1 Subject to clause 11.2, each Party shall:

11.1.1 treat all Confidential Information it receives as confidential, safeguard it accordingly and not disclose it to any other person without the prior written permission of the disclosing Party; and

11.1.2 not use or exploit the disclosing Party's Confidential Information in any way except for the purposes anticipated under the Agreement.

11.2 Notwithstanding clause 11.1, a Party may disclose Confidential Information which it receives from the other Party:

11.2.1 where disclosure is required by applicable law or by a court of competent jurisdiction;

11.2.2 to its auditors or for the purposes of regulatory requirements;

11.2.3 on a confidential basis, to its professional advisers;

11.2.4 to the Serious Fraud Office where the Party has reasonable grounds to believe that the other Party is involved in activity that may constitute a criminal offence under the Bribery Act 2010;

11.2.5 where the receiving Party is the Contractor, to the Staff on a need to know basis to enable performance of the Contractor's obligations under the Agreement provided that the Contractor shall procure that any Staff to whom it discloses Confidential Information pursuant to this clause 11.2.5 shall observe the Contractor's confidentiality obligations under the Agreement; and

11.2.6 where the receiving Party is the Customer:

a) on a confidential basis to the employees, agents, consultants and contractors of the Customer;

b) on a confidential basis to any other Central Government Body, any successor body to a Central Government Body or any company to which the Customer transfers or proposes to transfer all or any part of its business;

c) to the extent that the Customer (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions; or

d) in accordance with clause 12.

and for the purposes of the foregoing, references to disclosure on a confidential basis shall mean disclosure subject to a confidentiality agreement or arrangement containing terms no less stringent than those placed on the Customer under this clause 11.

11.3 The Parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of the Agreement is not Confidential Information and the Contractor hereby gives its consent for the Customer to publish this Agreement in its entirety to

the general public (but with any information that is exempt from disclosure in accordance with the FOIA redacted) including any changes to the Agreement agreed from time to time. The Customer may consult with the Contractor to inform its decision regarding any redactions but shall have the final decision in its absolute discretion whether any of the content of the Agreement is exempt from disclosure in accordance with the provisions of the FOIA.

- 11.4 The Contractor shall not, and shall take reasonable steps to ensure that the Staff shall not, make any press announcement or publicise the Agreement or any part of the Agreement in any way, except with the prior written consent of the Customer.

12 Freedom of Information

- 12.1 The Contractor acknowledges that the Customer is subject to the requirements of the FOIA and the Environmental Information Regulations 2004 and shall and procure that any sub-contractor shall:

12.1.1 provide all necessary assistance and cooperation as reasonably requested by the Customer to enable the Customer to comply with its obligations under the FOIA and the Environmental Information Regulations 2004;

12.1.2 transfer to the Customer all Requests for Information relating to this Agreement that it receives as soon as practicable and in any event within 2 Working Days of receipt;

12.1.3 provide the Customer with a copy of all Information belonging to the Customer requested in the Request for Information which is in its possession or control in the form that the Customer requires within 5 Working Days (or such other period as the Customer may reasonably specify) of the Customer's request for such Information; and

12.1.4 not respond directly to a Request for Information unless authorised in writing to do so by the Customer.

- 12.2 The Contractor acknowledges that the Customer may be required under the FOIA and the Environmental Information Regulations 2004 to disclose Information concerning the Contractor or the Services (including commercially sensitive information) without consulting or obtaining consent from the Contractor. In these circumstances the Customer shall, in accordance with any relevant guidance issued under the FOIA, take reasonable steps, where appropriate, to give the Contractor advance notice,

or failing that, to draw the disclosure to the Contractor's attention after any such disclosure.

- 12.3 Notwithstanding any other provision in the Agreement, the Customer shall be responsible for determining in its absolute discretion whether any Information relating to the Contractor or the Services is exempt from disclosure in accordance with the FOIA and/or the Environmental Information Regulations 2004.

13 Protection of Personal Data and Security of Data

- 13.1 The Contractor shall, and shall procure that all Staff shall, comply with any notification requirements under the DPA and both Parties shall duly observe all their obligations under the DPA which arise in connection with the Agreement.
- 13.2 Notwithstanding the general obligation in clause 13.1, where the Contractor is processing Personal Data for the Customer as a data processor (as defined by the DPA) the Contractor shall:
- 13.2.1 process the Personal Data only in accordance with instructions from the Customer (which may be specific instructions or instructions of a general nature) as set out in this Contract or as otherwise notified by the Customer;
 - 13.2.2 comply with all applicable laws;
 - 13.2.3 take reasonable steps to ensure the reliability of its staff and agents who may have access to the Personal Data;
 - 13.2.4 obtain prior written consent from the Customer in order to transfer the Personal Data to any sub-contractor for the provision of the Services;
 - 13.2.5 not cause or permit the Personal Data to be transferred outside of the European Economic Area without the prior consent of the Customer;
 - 13.2.6 not disclose Personal Data to any third parties in any circumstances other than with the written consent of the Customer or in compliance with a legal obligation imposed upon the Customer;
 - 13.2.7 ensure that it has in place appropriate technical and organisational measures to ensure the security of the Personal Data (and to guard against unauthorised or unlawful processing of the Personal Data and against accidental loss or destruction of, or damage to, the

Personal Data), as required under the Seventh Data Protection Principle in Schedule 1 to the DPA;

13.2.8 provide the Customer with such information as the Customer may reasonably request to satisfy itself that the Contractor is complying with its obligations under the DPA;

13.2.9 promptly notify the Customer of:

a) any breach of the security requirements of the Customer as referred to in clause 13.3; and

b) any complaint or request for personal data; and

13.2.10 ensure that it does not knowingly or negligently do or omit to do anything which places the Customer in breach of the Customer's obligations under the DPA.

13.3 When handling Customer data (whether or not Personal Data), the Contractor shall ensure the security of the data is maintained in line with the security requirements of the Customer as notified to the Contractor from time to time.

13.4 The Contractor shall fully indemnify the Customer against the costs of dealing with any claims made in respect of any information subject to the DPA, which claims would not have arisen but for some act, omission or negligence on the part of the Contractor, its sub-contractors, agent or Staff.

13.5 The Contractor shall be liable for, and shall indemnify the Customer against all actions, suits, claims, demands, losses, charges, costs and expenses suffered or incurred by the Customer and/or any third party arising from and/or in connection with any Breach of Security or attempted Breach of Security (to the extent that such actions, suits, claims, demands, losses, charges, costs and expenses were not caused by any act or omission by the Customer).

13.6 The provisions of this clause shall apply during the term of the agreement and indefinitely after its expiry or termination.

14 Liability and Insurance

14.1 The Contractor shall not be responsible for any injury, loss, damage, cost or expense suffered by the Customer if and to the extent that it is caused by the negligence or wilful misconduct of the Customer or by breach by the Customer of its obligations under the Agreement.

14.2 Subject always to clauses 14.3 and 14.4:

14.2.1 the aggregate liability of the Contractor in respect of all defaults, claims, losses or damages howsoever caused, whether arising from breach of the Agreement, the supply or failure to supply of the Services, misrepresentation (whether tortious or statutory), tort (including negligence), breach of statutory duty or otherwise shall in no event exceed a sum equal to 125% of the Charges paid or payable to the Contractor; and

14.2.2 except in the case of claims arising under clauses 9.4 and 18.4, in no event shall the Contractor be liable to the Customer for any:

a) loss of profits;

b) loss of business;

c) loss of revenue;

d) loss of or damage to goodwill;

e) loss of savings (whether anticipated or otherwise); and/or

f) any indirect, special or consequential loss or damage.

14.3 Nothing in the Agreement shall be construed to limit or exclude either Party's liability for:

14.3.1 death or personal injury caused by its negligence or that of its Staff;

14.3.2 fraud or fraudulent misrepresentation by it or that of its Staff; or

14.3.3 any other matter which, by law, may not be excluded or limited.

14.4 The Contractor's liability under the indemnity in clause 9.4 and 18.4 shall be unlimited.

14.5 The Contractor shall hold:

a) Employer's liability insurance providing an adequate level of cover in respect of all risks which may be incurred by the Contractor;

b) Public liability insurance providing an adequate level of cover in respect of all risks which may be incurred by the Contractor;

c) Professional indemnity providing an adequate level of cover in respect of all risks which may be incurred by the Contractor

or any sum as required by Law unless otherwise agreed with the Customer in writing. Such insurance shall be maintained for the duration of the Term and for a minimum of six (6) years following the expiration or earlier termination of the Agreement.

15 Force Majeure

- 15.1 Neither Party shall have any liability under or be deemed to be in breach of the Agreement for any delays or failures in performance of the Agreement which result from circumstances beyond the reasonable control of the Contractor. Each Party shall promptly notify the other Party in writing, using the most expeditious method of delivery, when such circumstances cause a delay or failure in performance, an estimate of the length of time delay or failure shall continue and when such circumstances cease to cause delay or failure in performance. If such circumstances continue for a continuous period of more than 30 days, either Party may terminate the Agreement by written notice to the other Party.
- 15.2 Any failure by the Contractor in performing its obligations under the Agreement which results from any failure or delay by an agent, sub-contractor or supplier shall be regarded as due to Force Majeure only if that agent, sub-contractor or supplier is itself impeded by Force Majeure from complying with an obligation to the Contractor.

16 Termination

- 16.1 The Customer may terminate the Agreement at any time by notice in writing to the Contractor to take effect on any date falling at least 1 month (or, if the Agreement is less than 3 months in duration, at least 10 Working Days) later than the date of service of the relevant notice.
- 16.2 Without prejudice to any other right or remedy it might have, the Customer may terminate the Agreement by written notice to the Contractor with immediate effect if the Contractor:
- 16.2.1 (without prejudice to clause 16.2.5), is in material breach of any obligation under the Agreement which is not capable of remedy;
- 16.2.2 repeatedly breaches any of the terms and conditions of the Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms and conditions of the Agreement;

- 16.2.3 is in material breach of any obligation which is capable of remedy, and that breach is not remedied within 30 days of the Contractor receiving notice specifying the breach and requiring it to be remedied;
 - 16.2.4 undergoes a change of control within the meaning of section 416 of the Income and Corporation Taxes Act 1988;
 - 16.2.5 breaches any of the provisions of clauses 7.2, 11, 12, 13 and 17; or
 - 16.2.6 becomes insolvent, or if an order is made or a resolution is passed for the winding up of the Contractor (other than voluntarily for the purpose of solvent amalgamation or reconstruction), or if an administrator or administrative receiver is appointed in respect of the whole or any part of the Contractor's assets or business, or if the Contractor makes any composition with its creditors or takes or suffers any similar or analogous action (to any of the actions detailed in this clause 16.2.6) in consequence of debt in any jurisdiction.
- 16.3 The Contractor shall notify the Customer as soon as practicable of any change of control as referred to in clause 16.2.4 or any potential such change of control.
- 16.4 The Contractor may terminate the Agreement by written notice to the Customer if the Customer has not paid any undisputed amounts within 90 days of them falling due.
- 16.5 Termination or expiry of the Agreement shall be without prejudice to the rights of either Party accrued prior to termination or expiry and shall not affect the continuing rights of the Parties under this clause and clauses 2, 3.2, 6.1, 6.2, 6.6, 6.7, 7, 9, 10.2, 11, 12, 13, 14, 16.6, 17.4, 18.4, 19 and 20.8 or any other provision of the Agreement that either expressly or by implication has effect after termination.
- 16.6 Upon termination or expiry of the Agreement, the Contractor shall:
- 16.6.1 give all reasonable assistance to the Customer and any incoming Contractor of the Services; and
 - 16.6.2 return all requested documents, information and data to the Customer as soon as reasonably practicable.

17 Compliance

- 17.1 The Contractor shall promptly notify the Customer of any health and safety hazards which may arise in connection with the performance of its obligations

under the Agreement. The Customer shall promptly notify the Contractor of any health and safety hazards which may exist or arise at the Customer's premises and which may affect the Contractor in the performance of its obligations under the Agreement.

17.2 The Contractor shall:

17.2.1 comply with all the Customer's health and safety measures while on the Customer's premises; and

17.2.2 notify the Customer immediately of any incident occurring in the performance of its obligations under the Agreement on the Customer's premises where that incident causes any personal injury or damage to property which could give rise to personal injury.

17.3 The Contractor shall:

17.3.1 perform its obligations under the Agreement in accordance with all applicable equality Law and the Customer's equality and diversity policy as provided to the Contractor from time to time; and

17.3.2 take all reasonable steps to secure the observance of clause 17.3.1 by all Staff.

17.4 The Contractor shall supply the Services in accordance with the Customer's environmental policy as provided to the Contractor from time to time.

17.5 The Contractor shall comply with, and shall ensure that its Staff shall comply with, the provisions of:

17.5.1 the Official Secrets Acts 1911 to 1989; and

17.5.2 section 182 of the Finance Act 1989.

18 Prevention of Fraud, Corruption and Bribery

18.1 The Contractor represents and warrants that neither it, nor to the best of its knowledge any Staff, have at any time prior to the Commencement Date:

18.1.1 Committed a Prohibited Act or been formally notified that it is subject to an investigation or prosecution which relates to an alleged Prohibited Act and/or

18.1.2 Been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act.

- 18.2 The Contractor shall not during the Term:
- 18.2.1 commit a Prohibited Act; and/or
 - 18.2.2 do or suffer anything to be done which would cause the Customer or any of its employees, consultants, contractors, sub-contractors or agents to contravene any of the Relevant Requirements or otherwise incur any liability in relation to the Relevant Requirements.
- 18.3 The Contractor shall, during the Term establish, maintain and enforce, and require that its Sub-Contractors establish, maintain and enforce, policies and procedures which are adequate to ensure compliance with the Relevant Requirements and prevent the occurrence of a Prohibited Act; and shall notify the Customer immediately if it has reason to suspect that any breach of clauses 18.1 and/or 18.2 has occurred or is occurring or is likely to occur.
- 18.4 If the Contractor or the Staff engages in conduct prohibited by clause 18.1 or commits fraud in relation to the Agreement or any other contract with the Crown (including the Customer) the Customer may:
- 18.4.1 terminate the Agreement and recover from the Contractor the amount of any loss suffered by the Customer resulting from the termination, including the cost reasonably incurred by the Customer of making other arrangements for the supply of the Services and any additional expenditure incurred by the Customer throughout the remainder of the Agreement; or
 - 18.4.2 recover in full from the Contractor any other loss sustained by the Customer in consequence of any breach of this clause.

19 Dispute Resolution

- 19.1 The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the Agreement within 20 Working Days of either Party notifying the other of the dispute and such efforts shall involve the escalation of the dispute to an appropriately senior representative of each Party.
- 19.2 If the dispute cannot be resolved by the Parties within one month of being escalated as referred to in clause 19.1, the dispute may by agreement between the Parties be referred to a neutral adviser or mediator (the "Mediator") chosen by agreement between the Parties. All negotiations connected with the dispute shall be conducted in confidence and without prejudice to the rights of the Parties in any further proceedings.

- 19.3 If the Parties fail to appoint a Mediator within one month 20 Working Days of the agreement to refer to a Mediator, either Party shall apply to the Centre for Effective Dispute Resolution to appoint a Mediator.
- 19.4 If the Parties fail to enter into a written agreement resolving the dispute within one month of the Mediator being appointed, or such longer period as may be agreed by the Parties, either Party may refer the dispute to Court.
- 19.5 The commencement of mediation shall not prevent the parties commencing or continuing court or arbitration proceedings in relation to the dispute.

20 General

- 20.1 Each of the Parties represents and warrants to the other that it has full capacity and authority, and all necessary consents, licences and permissions to enter into and perform its obligations under the Agreement, and that the Agreement is executed by its duly authorised representative.
- 20.2 A person who is not a party to the Agreement shall have no right to enforce any of its provisions which, expressly or by implication, confer a benefit on him, without the prior written agreement of the Parties. This clause does not affect any right or remedy of any person which exists or is available apart from the Contracts (Rights of Third Parties) Act 1999 and does not apply to the Crown.
- 20.3 The Agreement cannot be varied except in writing signed by a duly authorised representative of both the Parties.
- 20.4 In the event that the Contractor is unable to accept the variation to the Specification or where the Parties are unable to agree a change to the Contract Price, the Customer may:
- 20.4.1 allow the Contractor to fulfil its obligations under the Agreement without the variation to the Specification;
 - 20.4.2 terminate the Contract with immediate effect, except where the Contractor has already provided all or part of the Services or where the Contractor can show evidence of substantial work being carried out to fulfil the requirement of the Specification, and in such case the Parties shall attempt to agree upon a resolution to the matter. Where a resolution cannot be reached, the matter shall be dealt with under the Dispute Resolution procedure detailed at clause 19.
- 20.5 The Agreement contains the whole agreement between the Parties and supersedes and replaces any prior written or oral agreements, representations or understandings between them. The Parties confirm that

they have not entered into the Agreement on the basis of any representation that is not expressly incorporated into the Agreement. Nothing in this clause shall exclude liability for fraud or fraudulent misrepresentation.

- 20.6 Any waiver or relaxation either partly, or wholly of any of the terms and conditions of the Agreement shall be valid only if it is communicated to the other Party in writing and expressly stated to be a waiver. A waiver of any right or remedy arising from a breach of contract shall not constitute a waiver of any right or remedy arising from any other breach of the Agreement.
- 20.7 The Agreement shall not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the Parties other than the contractual relationship expressly provided for in the Agreement. Neither Party shall have, nor represent that it has, any authority to make any commitments on the other Party's behalf.
- 20.8 Except as otherwise expressly provided by the Agreement, all remedies available to either Party for breach of the Agreement (whether under the Agreement, statute or common law) are cumulative and may be exercised concurrently or separately, and the exercise of one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.
- 20.9 If any provision of the Agreement is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from the Agreement and rendered ineffective as far as possible without modifying the remaining provisions of the Agreement, and shall not in any way affect any other circumstances of or the validity or enforcement of the Agreement.
- 20.10 The Contractor shall take appropriate steps to ensure that neither the Contractor nor any Staff is placed in a position where, in the reasonable opinion of the Customer, there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Contractor and the duties owed to the Customer under the provisions of the Agreement. The Contractor will disclose to the Customer full particulars of any such conflict of interest which may arise.
- 20.11 The Customer reserves the right to terminate the Agreement immediately by notice in writing and/or to take such other steps it deems necessary where, in the reasonable opinion of the Customer, there is or may be an actual conflict, or potential conflict between the pecuniary or personal interest of the Contractor and the duties owed to the Customer pursuant to this clause shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to the Customer.

20.12 The Agreement constitutes the entire contract between the Parties in respect of the matters dealt with therein. The Agreement supersedes all prior negotiations between the Parties and all representations and undertakings made by one Party to the other, whether written or oral, except that this clause shall not exclude liability in respect of any Fraud or fraudulent misrepresentation.

21 Notices

21.1 Except as otherwise expressly provided in the Agreement, no notice or other communication from one Party to the other shall have any validity under the Agreement unless made in writing by or on behalf of the Party concerned.

21.2 Any notice or other communication which is to be given by either Party to the other shall be given by letter (sent by hand, first class post, recorded delivery or special delivery), or by facsimile transmission or electronic mail (confirmed in either case by letter), Such letters shall be addressed to the other Party in the manner referred to in clause 21.3. Provided the relevant communication is not returned as undelivered, the notice or communication shall be deemed to have been given 2 Working Days after the day on which the letter was posted, or 4 hours, in the case of electronic mail or facsimile transmission or sooner where the other Party acknowledges receipt of such letters, facsimile transmission or item of electronic mail.

21.3 For the purposes of clause 21.2, the address of each Party shall be:

21.3.1 For the Customer: Care Quality Commission

Registered Address: 151 Buckingham Palace Road, London, SW1W 9SZ

For the attention of: [REDACTED]

Tel: 03000 616161

Email: [REDACTED]

21.3.2 For the Contractor: Use Your Noggin Limited

Registered company number: 05414896

Registered Address: Grove Farm Bungalow, Lincomb, Stourport-On-Severn, England, DY13 9RB

For the attention of: [REDACTED]

Tel: [REDACTED]

Email [REDACTED]

- 21.4 Either Party may change its address for service by serving a notice in accordance with this clause.
- 21.5 Notices under clauses 15 (Force Majeure) and 16 (Termination) may be served by email only if the original notice is then sent to the recipient by personal delivery or recorded delivery in the manner set out in clause 21.1.

22 Governing Law and Jurisdiction

- 22.1 The validity, construction and performance of the Agreement, and all contractual and non-contractual matters arising out of it, shall be governed by English law and shall be subject to the exclusive jurisdiction of the English courts to which the Parties submit.

23 TUPE

- 23.1 For the avoidance of doubt TUPE is not applicable to this Agreement.

24 Signatures

BY SIGNING AND RETURNING THIS AGREEMENT THE CONTRACTOR AGREES to enter a legally binding contract with the Customer to provide the Services detailed within the Schedules. The Parties hereby acknowledge and agree that they have read the Terms and Conditions and by signing below agree to be bound by the terms of this Agreement.

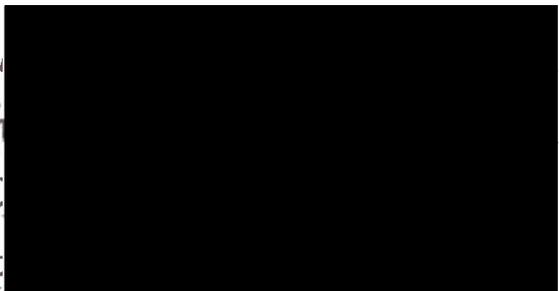
SIGNED for and on behalf of THE CUSTOMER (CARE QUALITY COMMISSION)

Signature.....
Name
Position
Date



SIGNED for and on behalf of THE CONTRACTOR

Signature.....
Name
Position
Date



Schedule 1 - Requirement

National Customer Service Centre Senior Leadership Team Development

Summary:

As part of our ongoing commitment to living the CQC values and supporting the organisation to delivery on the CQC Strategy, we are looking to support the Senior Leadership Team (SLT) for the National Customer Service Centre (NCSC) which sits within the CCS Directorate, to examine what an outstanding SLT would look like and the collective steps they need to take to achieve being part of a high performing senior leadership team

Requirements:

A programme of learning to support a newly formed SLT where there is a desire to receive external coaching to support the building of a cohesive and independent SLT, capable of mutual challenge and support. Equally, there is a desire to embrace a culture which focuses on a people-centric approach to staff management.

Each member of the SLT has recently undertaken MBTI testing and would benefit from further exploration of the results to understand how different personality types and preferences work as a cohesive and healthy SLT

CQC are looking to work with a company with a track record of expertise in working with Senior Leadership Teams, to enable them to effectively develop their leadership capabilities, attitudes and behaviours aligned to CQC values. The programme of learning should give consideration to the 70/20/10 model of adult learning to ensure a combination of direct delivery; supportive peer development and on the job learning or remote learning.

The programme must be designed so that retention of the learning is a key consideration throughout. This learning must also be flexible enough, so that it can be built around the day jobs of people involved and will ideally last over a period of time which is spaced over no more than 6 months in duration

Learning Objectives:

1. To build a culture where healthy challenge is encouraged and framed positively and an improvement culture stems from what we do well and what we can do more of.
2. To understand and apply the Tuckman Model of forming; storming; norming; performing to the new SLT structure to add context and understanding of its make-up.
3. To develop a greater transparency and understanding of strengths as a team using the recently conducted MBTI preferences.

4. To build upon the MBTI activity, through adopting a culture that recognises and embraces the different skills within the SLT, pro-actively seeking out peer-to-peer support.
5. To understand and apply a people-centric approach to the management of staff, engaging staff and creating a culture of openness; innovation; personal responsibility and empowerment through transformational leadership.
6. The ability to adopt an appreciative enquiry approach to management, which will encourage a nurturing and empowering workplace environment.
7. To understand the different approaches to operational and strategic management and apply a more strategic-focused management approach.

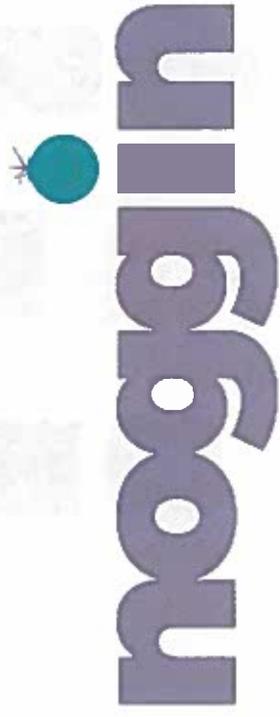
Benefits:

1. Creating an SLT culture which is capable of mutual support and encourages healthy challenge of established practices.
2. A people-centric approach to staff management built on adult to adult relationships, where skills, experience and knowledge are trusted, enabling staff to do an outstanding job. The approach will lead to increase trust; accountability and an agile workforce.
3. In adopting a strategic approach to management, the SLT will offer greater focus on the overall vision, mission and values of NCSC, in line with CQC objectives.
4. Greater focus and alignment to CQC values through:
 - Excellence: encouraging innovation; constructive challenge and ensuring a people-centric approach to management.
 - Caring: understanding each other's MBTI preferences and being thoughtful about the impact made as individuals and collectively as a team.
 - Integrity: being open to challenge and having the courage to challenge others, whilst building trust through ensuring the highest ethical and moral standards.
 - Teamwork: working cohesively as an SLT, recognising the strengths of others and seeking out peer-to-peer support to improve.

Timeline:

Ideally the learning will be spaced out over a period of 6 months, to support embedding of the learning and allow for a focus on the 70:20:10 approach to learning.

Schedule 2 - Proposal

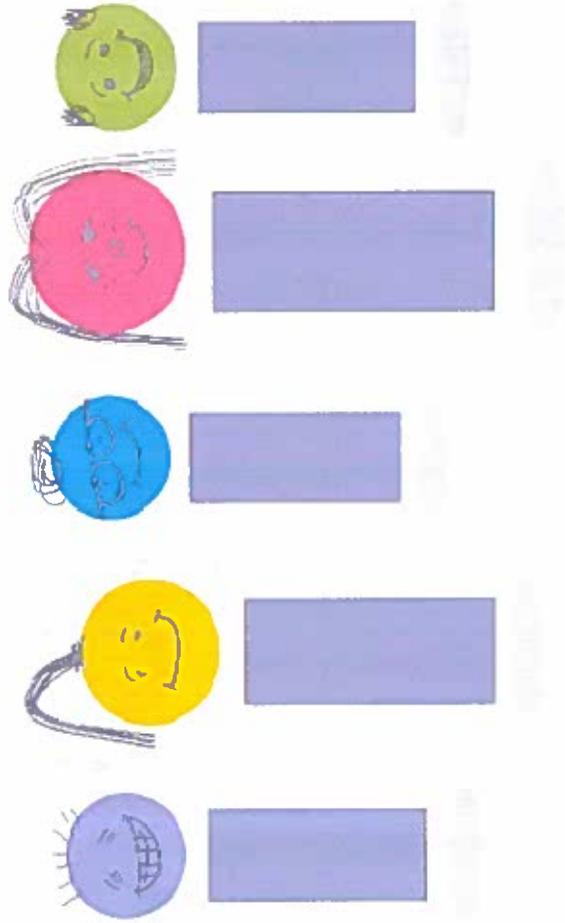


PROPOSAL
**TEAM COACHING FOR NATIONAL CUSTOMER
SERVICE CENTRE SENIOR LEADERSHIP TEAM**
Prepared for Tracey Forester, CQC

WHATS IMPORTANT TO YOU?

Great to catch up with you last week and as promised I have put some thoughts together for you based on our conversation. Just so we are on track I thought it would be worth playing back to you what I have taken to be important to you from our discussion.

- You want to work out and identify what sort of team you want to be
 - You want to become more strategic and create more opportunities to influence back into the business
 - You want to move away from being perceived as 'transactional' and move towards a 'relational way of working'
 - You want to develop more 'consultative' relationships and assume an 'advisory' role within the business
 - You want to develop an approach to leadership that is 'collective' as opposed to 'silos'
- You want to become **role models of 'collaborative' working** for the rest of the business



EXEC SUMMARY



WHY?

In line with CQC's broader strategy of ensuring more people get high-quality care through a **more targeted, responsive and collaborative approach to regulation**, you are aware that the newly formed CCS Leadership Team needs to establish itself in the business. You want this team to become **influential, relational, consultative**, and perceived as **role models of collaboration** by the rest of the organisation.

WHAT?

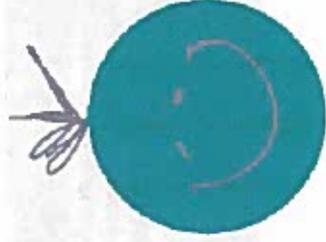
We are proposing an approach that builds a Leader's **emotional competence** as well as help the team become **high performing**. We plan to raise individual's self awareness, introduce relevant communication techniques that will engender greater behavioural flexibility, and explore the whole team system as a dynamic inter-relational force.

HOW?

We are proposing a **series of development interventions** that build emotional competence over time and fosters team performance. Starting with a **2 day off-site** for the Leadership team followed by a **quarterly series of one-to-one coaching** and **1 day contextually/topically relevant team coaching sessions**.

OUTCOMES:

- A Leadership Team that is **clear on it's commission** and can **articulate it's purpose**
- A **highly relevant** solution that delivers **greater spheres of influence** across the business
- **Deepening of relationships** with customers and stakeholders
- A Leadership Team that **collaborates on decision making** and communication
- A **relational and consultative** approach to communication both internally and externally



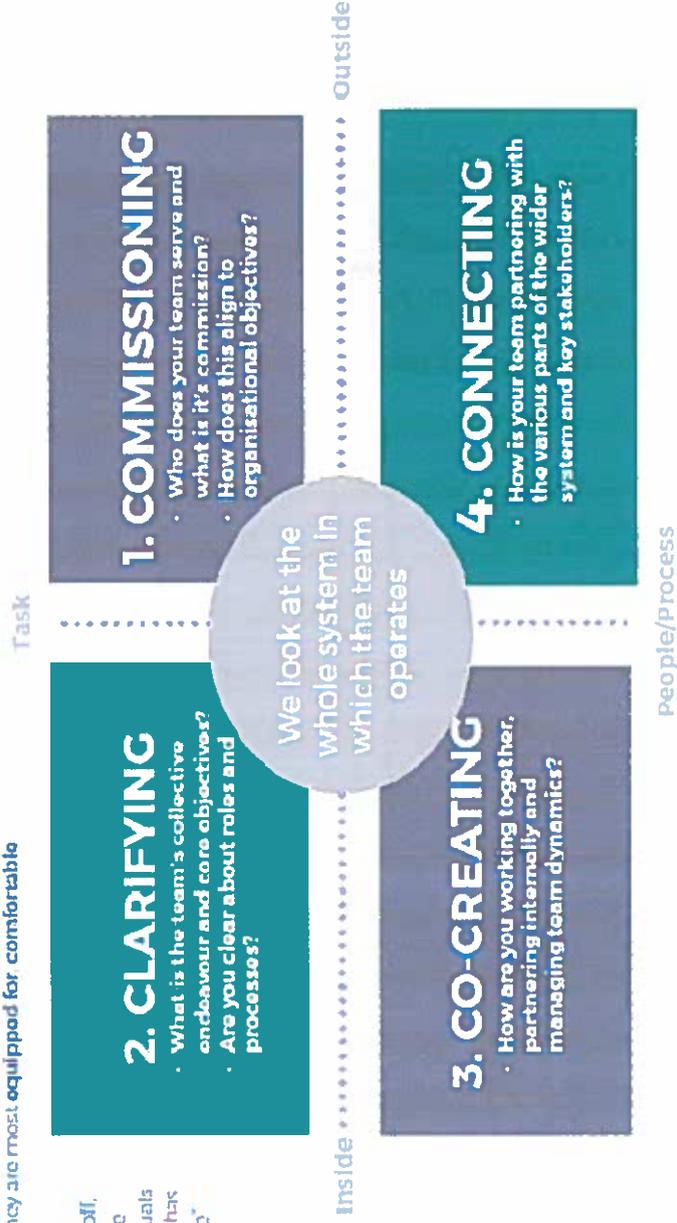
PERFORMING AS A TEAM

Before I go on to give you an idea of what we are proposing, I thought it might be useful to give you some background on what informs our approach to developing teams.

At the outset of any team coaching project it's important to work out where each individual perceives the team to be at.

An individual's motivations will differ and will effect which stage of team development they are most equipped for comfortable with or likely to avoid

So... As part of the kick off, we need to establish the starting point of individuals to make sure the team has crossed the "starting line" together

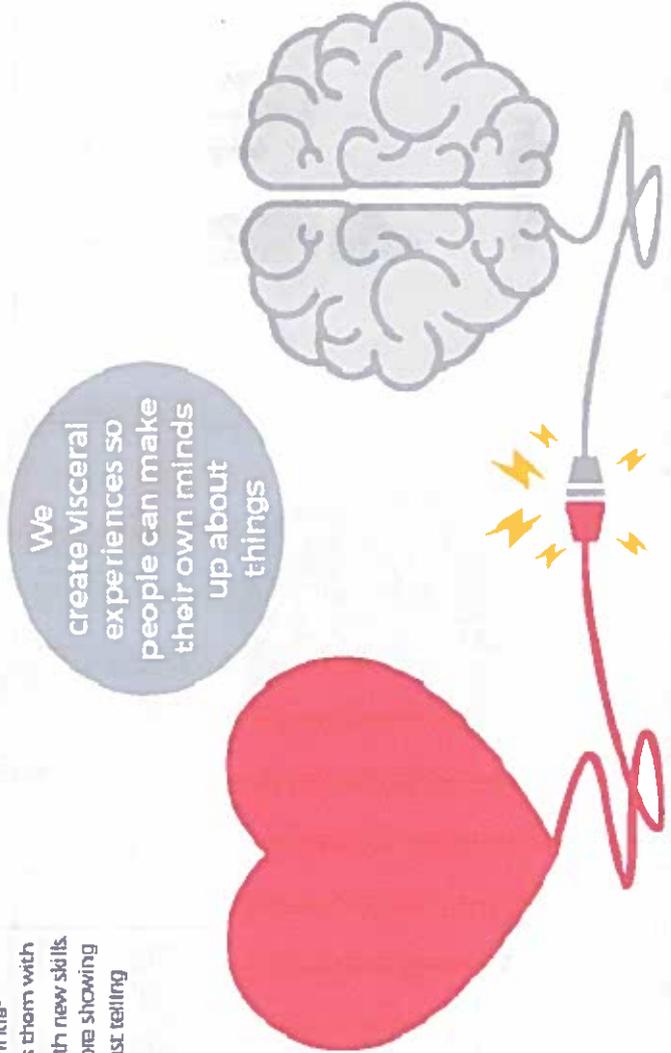


KEY POINT

ENGAGING LEADERS IN THE REAL STUFF

We have a unique approach at Noggin that focuses on providing **irrefutable experiences** that fire up the nervous system as well as grey matter

It starts with providing individuals with a **compelling insight** into human behaviour that is felt on inter-personal and intra-personal levels, and which **loves** them with an **imperative to experiment** with new skills. It's about creating the **'why'** before showing them the **'how'** as opposed to just telling them the **'what'**.



KEY POINT

FORMING NEW HABITS



For behavioural skills we introduce **precise communication and behaviour techniques** that respond to and link directly to ABC.

Self awareness without practical communication techniques to allow for/correct any imbalances is a **"booby" prize**

It is great to come away with a team profile and more knowledge about team dynamics but without coaching in the **'how to's'** of communication within the team and to external stakeholders, the benefit will remain in the room and not lead to a change in behaviour.

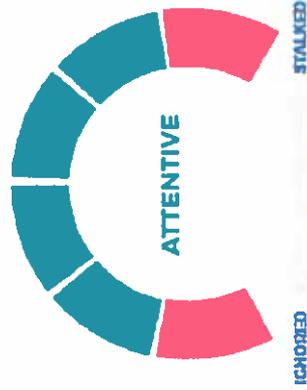
So... We quickly provide **practical communication and behaviour techniques** to act upon imbalances or dysfunctional aspects of the team.

We embed learning through practice and repetition over time

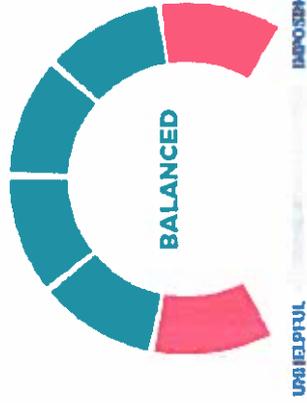


[CLICK IMAGE TO PLAY VIDEO](#)

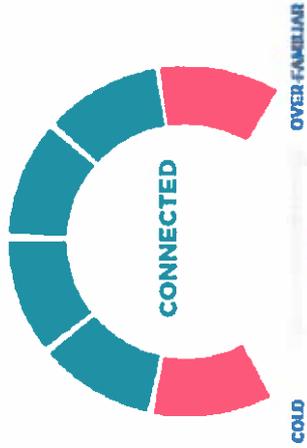
OUR ABC MODEL FOR EMOTIONAL COMPETENCE



Being **Attentive** is literally how much attention we give to others: not in terms of how we manage our time or who we invite to meetings. It's about being "present" to what is going on in the moment with another person. At a behavioural level, it's about eye contact, listening, awareness and acknowledgement of others. Get it right and they will feel important and **valued** in your presence.



Being **Balanced** is the ability to structure your thinking logically and communicate intentions clearly for other people so that you can influence their thinking. It's about balancing your intentions with those of other people, making your communication 2-way by achieving a balance of asking and telling. Get it right and you will both feel **capable** of handling your side of the interaction.



Being **Connected** is about the depth of relationship we build with others. It's about the rapport we feel with others and is a symptom of the quality and warmth of the relationship. It's about being open about what you are feeling, it's about having the emotional competence to feel the level of connection you have with someone and adapt your behaviour if necessary. Get it right and they are more likely to **like and trust** you.

WHAT WE ARE PROPOSING

With these 4 key points to our approach in mind, I am proposing 2 days together off site followed by a logical sequence of quarterly sessions and one-to-one coaching as shown. To begin with there will be a bit discovery and design work too just so we can make the most of the time we will have together. The quarterly sessions shown below are suggestions based on experience - the topics may change based on relevance as the programme evolves.



Note: these are suggested 'deep dive' titles to be agreed following the 2 day off-site



WHAT WE ARE PROPOSING: WORKSHOP OUTLINE **noggin**

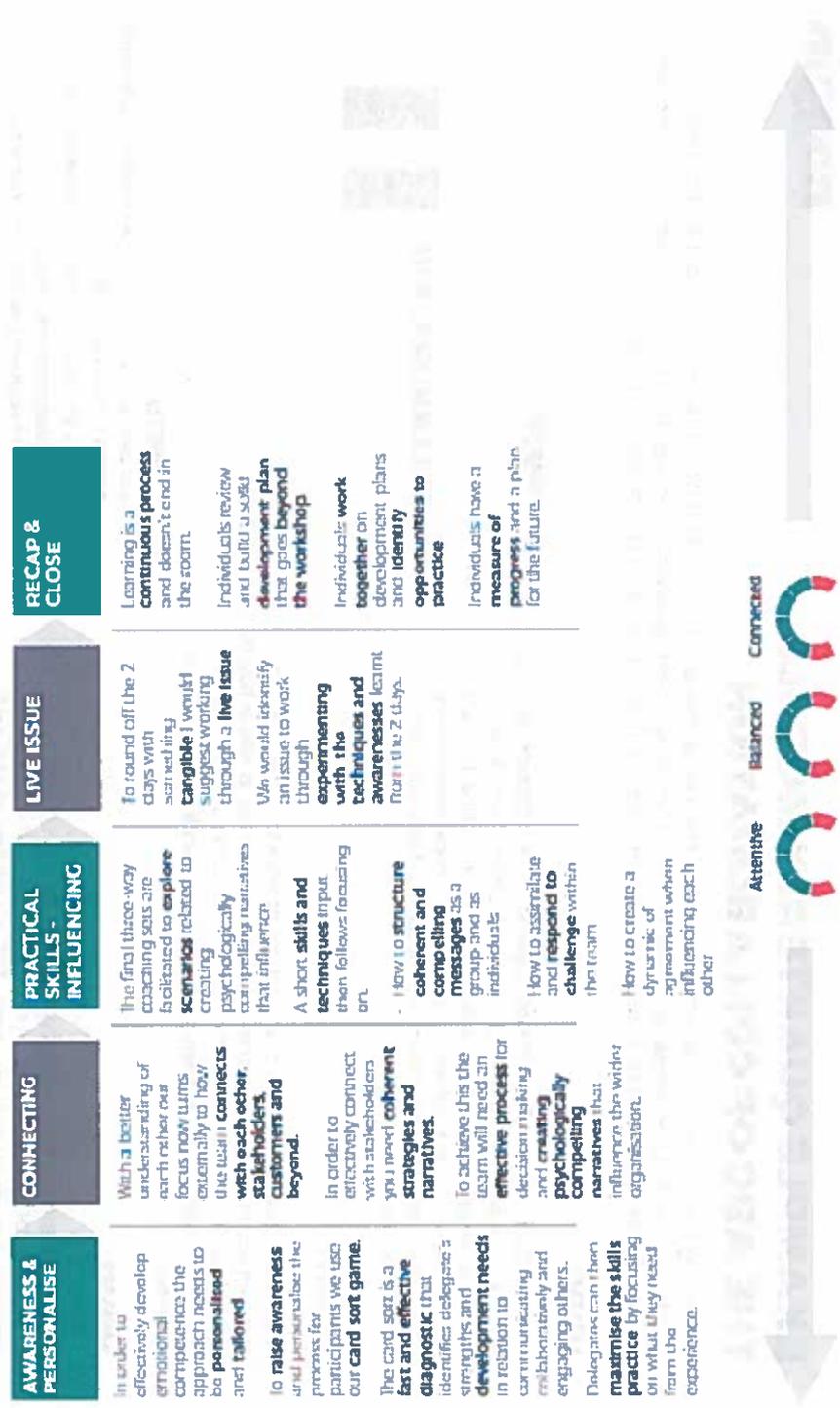
Here you will find a suggested overview of the workshop structure for the 2 day off-site:

INTRODUCTION & FRAME	COMMISSION	PRACTICAL SKILLS - INQUIRING	CLARITY	PRACTICAL SKILLS - MANAGING EXPECTATIONS	CO-CREATING	EXPLORING ABC
<p>A fun, compelling and highly interactive introduction to the workshop that leaves delegates convinced of the importance of emotional competence</p> <p>We will make the format for the workshop personally relevant to each delegate by focusing on:</p> <ul style="list-style-type: none"> being ready for anything the 'how's' of gaining buy-in rather than the 'what's' putting interpersonal skills at the forefront of their roles <p>Introduction and team evaluation against A.Cs Model Commission, Clarity, Co-Creating and Connecting</p>	<p>Establishing how clear and concordant the team is on it's commission and how this drives decision making, behaviour and messaging</p> <p>Using the evaluation of how concordant the team is on it's commission as an opportunity to practice skills of inquiry (precise questioning and accountability)</p>	<p>As developing emotional competence involves forming new habits we focus on practice, practice, practice</p> <p>Three way coaching sets are facilitated to explore scenarios related to inquiring within teams</p> <p>A short skills and techniques input then follows focusing on:</p> <ul style="list-style-type: none"> How to precisely listen and question to find out what's important to each other <p>How to use the data gathered to make relevant suggestions in each other</p>	<p>Building on commission (and any previous work done on mission or vision statements) we now look to establish a unique purpose for the leadership team to drive consistency and speed of decision making</p> <p>Using the development of a unique purpose to introduce the importance of shared intentions. I then get into this and out into managing expectations in your communication internally and externally through a linguistic technique called "pre-framing"</p>	<p>As developing emotional competence involves forming new habits we focus on practice, practice, practice</p> <p>Three-way coaching sets are facilitated to explore scenarios related to managing expectations within teams</p> <p>A short skills and techniques input then follows focusing on:</p> <ul style="list-style-type: none"> How to build rapport quickly and initiate dialogue comfortably with each other How to manage expectations and capture attention 	<p>With a clear sense of purpose our focus moves to how the team works together to deliver and hold each other accountable to it.</p> <p>Having observed and experienced the team working together on 2 topics we can now introduce our ABC model for emotional competence as a way of debriefing how the team is working. Even during the session.</p>	<p>Stronger more emotionally connected relationships rely on 3 fundamental processes - ABC.</p> <p>Our ABC Model for emotional competence will be introduced through a compelling experience of the interpersonal processes that you engage at your peril if you want to influence.</p> <p>The fundamentals of ABC will be demonstrated in an interactive and experiential way that all delegates will engage in.</p>





WHAT WE ARE PROPOSING: WORKSHOP OUTLINE CONT'D



EXAMPLE QUARTERLY MODULE: THE ABC OF COLLABORATION

Following the 2 day off-site, and as part of the decisions around what kind of team you want to be, there will also be some further areas of development that may need resolving in order to move the team on. Here we have indicated a possible topic for the purposes of illustration, and is not set in stone.

WHY?

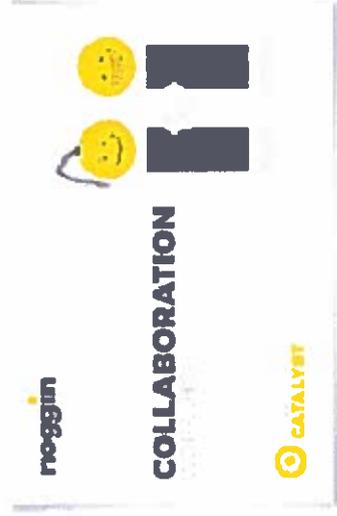
You want the Leadership Team to work together more collaboratively and become more active in influencing the wider business. As you know, 'engaging' people in information is very different from 'telling' or 'sharing': so rather than get people to present information 'at' people we encourage delegates to make their message clear, compelling, 2-way and most importantly - truly engaging.

WHAT?

This module develops Leader's emotional competence to deliver messages that gain buy-in by focusing on how to structure a message as well as how to deliver it. Our model for collaborative thinking and communication can be used as a vehicle to deliver coherent messages and facilitate constructive challenge.

HOW?

In a fun, compelling and highly interactive session we will offer each individual a compelling experience of the three essential interpersonal processes that you ignore at your peril - ABC. We will then identify each person's development needs specific to collaborative thinking and communication before exploring our model.



OUTCOMES

- A Leadership Team that can role model collaborative working to the rest of the business
- Leaders with more confidence to disseminate information down the ranks
- The shift in culture towards more human and engaging communication
- Use of our collaborative communication tool to make communication more effective

ONE TO ONE COACHING

Why coaching?

If you fail to **tackle the fundamental issue** of how each individual member feels being part of a team, you will not realise it's full potential. Any team intervention needs to be of **personal value to each individual** taking part - without this people can give it lip service.

So it is really helpful to have organised touch points in place to establish personal value and relevance and then expand this into team events.

What we cover and how?

One to one coaching provides the space to **explore** any **challenges** that the participant encounters with implementing the communication techniques. One to one coaching will also allow each participant to **work through** any issues that have emerged from the process of changing their behaviours. A Noggin coach will provide each participant with the necessary **insights** and **encouragement** to continue their development between the modules.

Outcomes for the Individual

- Participants will be given further opportunity to **deepen** their understanding of their communication and behaviour
- Participants will be **constructively challenged** through the coaching process

Outcomes for the Organisation

- Increase in **transfer of learning**
- Enhanced **personalisation** of process
- Opportunity for individuals to receive **progress** and **check in opportunities**
- Enables Noggin to be **responsive** to the **fine tuning** of the design of the programme



EMOTIONAL COMPETENCE EVIDENCE

EMPIRICAL RESEARCH...

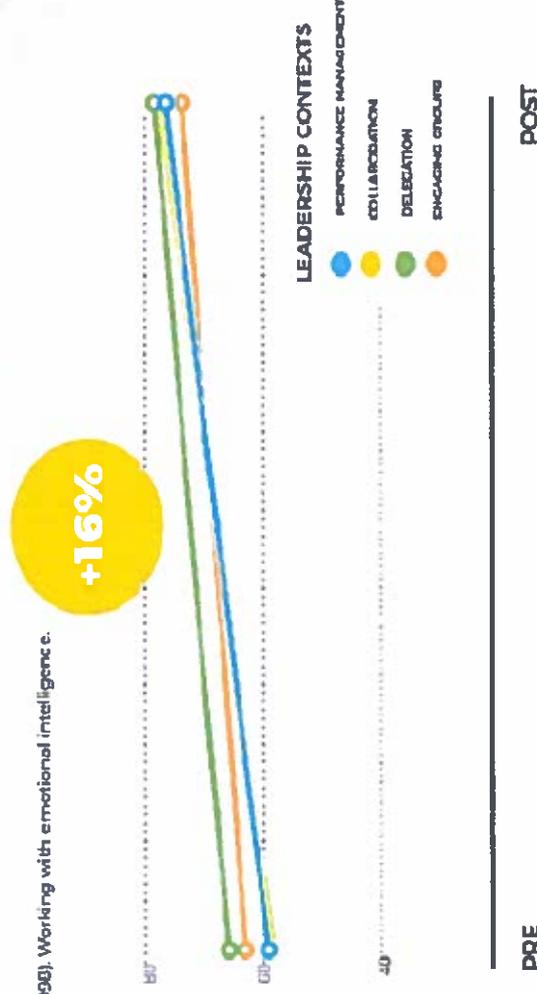
... from over 200 professional and financial service organisations world wide highlight that in leadership positions, **over 80% of the difference** between top performers and average performers is due to **emotional competence**.

Source: Coleman, D. (1998). Working with emotional intelligence.

OUR RESEARCH...

... shows that we shift the **emotional competence** of an average sized cohort of delegates by **16% points**.

Source: Catalyst Programme Cohort 4, April 2017, Cambridge Assessment



TESTIMONIALS



"I've known Ben Houghton as a coach and as a course leader. His relaxed and unassuming style works magnificently in both contexts. Ben possesses that rare quality which enables him to be **challenging** and **thought provoking** without being confrontational – **a true change agent.**"

TK, MD Barclays Bank

"Ben demonstrates incredible **Insight** and **Intuition** in his coaching. He has a warming sense of humour, is very centred and exceptionally self-aware. His sessions are full of an air of calm which supports a stillness in thought that allows the **"waves to part"** to unveil the simplicity of a dilemma/issue"

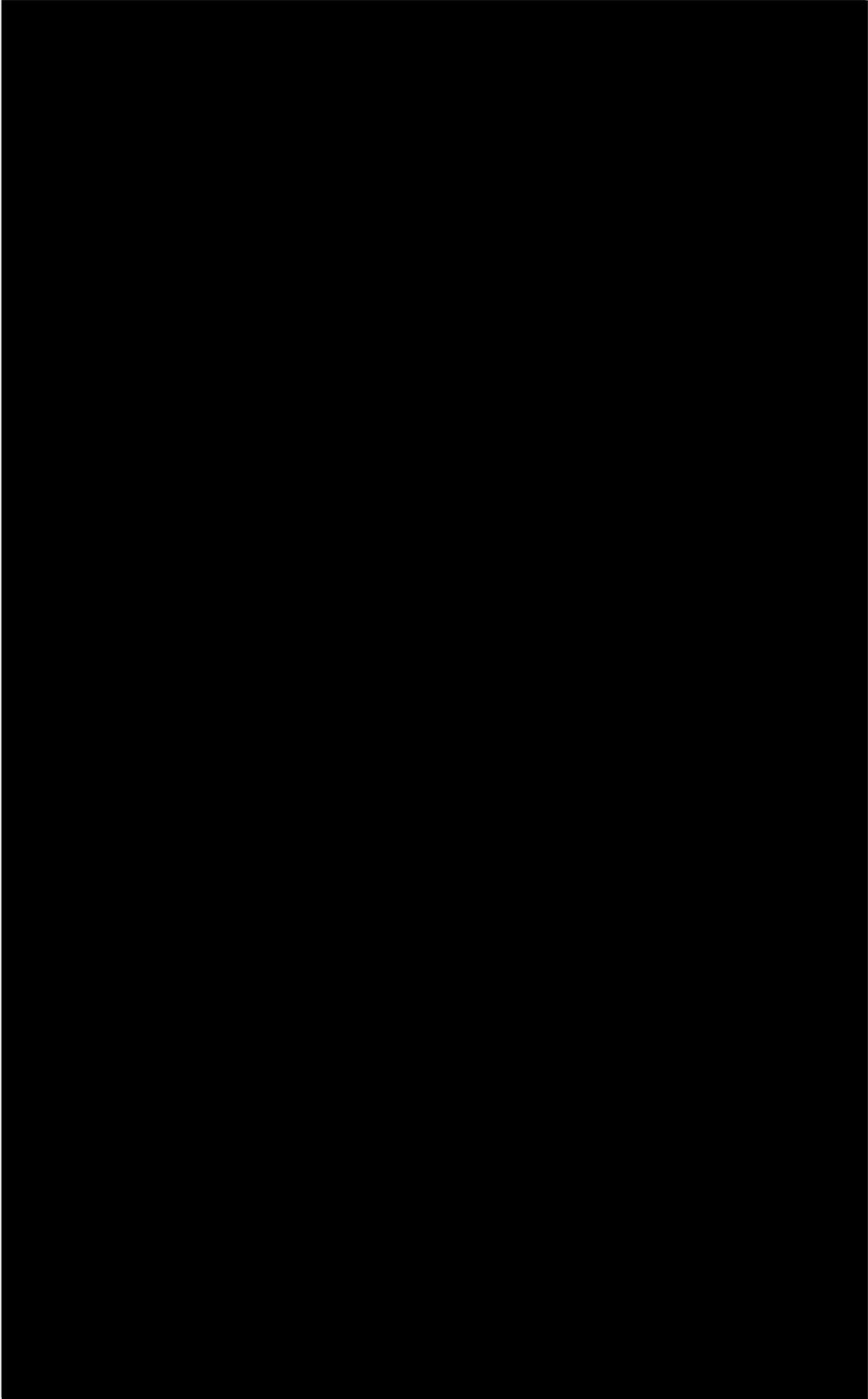
CD Head of Coaching, Deloitte LLP
EndFragment

Noggin get people to a stage where they can make a much more **informed choice** about when to use specific communication techniques to get great results. The communication techniques are so **irrefutably useful** that the only question people are left with is why wouldn't I use them? Our guys use them all the time and are much more confident and effective as a result."

David Colgate L&D, Virgin Atlantic Airways

"Having worked closely with Noggin on a number of projects, the things that I value most about them is their external **insight, expertise** and **approach**. They bring to our organisation a completely different way of learning, which we have found to be very **engaging** and **valuable.**"

Richard Loverton, Learning and Development
Manager, Whitbread



Schedule 3 – Charges

Part A – Service Costings



COSTINGS

We are working to the following costs based on a facilitation ratio of one facilitator to 6 delegates. All costs exclude expenses. Our usual day rate is £2,500 plus VAT for a lead facilitator and £1,500 plus VAT for an assistant. We are proposing to reduce this by 20%. We are itemising the cost for each component below

Item	Unit	Unit Cost	VAT @20%	Total
Discovery & Design				£4,000
Team Off-Site				
Quarterly One to One Coaching - based on 6x1 Hr sessions per day				
Quarterly Group Coaching Workshop Design - based on a half day design per workshop				
Quarterly Group Coaching Workshops - based on one day per quarter				
Materials				
Total				£33,960 INCLUDING VAT £28,300 EXCLUDING VAT

Part B – Expenses

Expense Type	Cost (ex. VAT)	VAT @ 20%	Total
Travel Expenses			

