Award Form

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

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

1.	**Buyer**	**CARE QUALITY COMMISSION (CQC)** of City Gate, Gallowgate, Newcastle upon Tyne NE1 4PA (**the Buyer).**
2.	**Supplier**	Name: Private Public Limited Address: Unit 3, St Saviours Wharf, 23 Mill Street, London. SE1 2BE Registration Number: 06405704
3.	**Contract**	This Contract between the Buyer and the Supplier is for the supply of Deliverables, being **Anti-racism Participatory Action Research (PAR)** – see Annex 1 (Specification) to this Award Form for full details. This Award Form is issued pursuant to the CQC Research and Evaluation Multi-Lot Framework Agreement, EP&S 052
4.	**Contract reference**	CQC EPS 109 Anti-racism Participatory Action Research (PAR), Lot 5
5.	**Buyer Cause**	Additional costs or adverse effect on performance have been caused by the Supplier as a result of being provided with fundamentally misleading information by or on behalf of the Buyer and the Supplier could not reasonably have known that the information was incorrect or misleading at the time such information was provided.
6.	**Collaborative working principles**	The Collaborative Working Principles do not apply to this Contract. (See Clause 3.1.3 for further details.)
7.	**Financial Transparency Objectives**	The Financial Transparency Objectives do not apply to this Contract. (See Clause 6.3 for further details.)

8.	**Start Date**	9th June 2025
9.	**Expiry Date/** **Initial Term**	12th December 2025 7 Months
10.	**Extension Period**	2 Months – Expiry 11th February 2026 The extension is exercised where the Buyer gives the Supplier no less than 1 Month's written notice before this Contract expires
11.	**Ending this Contract without a reason**	The Buyer shall be able to terminate this Contract in accordance with Clause 14.3 provided that the amount of notice that the Buyer shall give to terminate in Clause 14.3 shall be 1 Month.
12.	**Incorporated Terms** (together these documents form the **"this Contract"**)	The following documents are incorporated into this Contract. (a) This Award Form including the Annexes. (b) the Call-Off Terms and Conditions including the Schedules. (c) the Framework Agreement including the Schedules. If there is any conflict, the following order of precedence applies: 1) the Call-Off Terms and Conditions including the Schedules. 2) This Award Form and Annexes except Annex 2. 3) the terms of the Framework Agreement, the Schedules to the Framework Agreement except Schedule 4 (the Service Provider's Tender). 4) any other document referred to in the clauses of the Contract. 5) Annex 2 (Supplemental Direct Award response) to the Award Form, unless any part of the Supplemental Direct Award response offers a better commercial position for the Buyer (as decided by the Buyer, in its absolute discretion), in which case that part of the Supplemental Tender will take precedence over the documents above. 6) Schedule 4 to the Framework Agreement (the Service Provider's Direct Award response) unless any part of the Service Provider's Direct Award response 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 Direct Award response will take precedence over the documents above.
13.	**Special Terms**	1) **Special Term 1 – Data Processing** – Clause 18.1 of the Call Off Terms and Conditions shall be varied as follows: *The Supplier must process Personal Data and ensure that Supplier Staff process Personal Data only in accordance with Annex 3 to this Award Form.*
		Special Term 2 - NOT APPLICABLE
		Special Term 3 - NOT APPLICABLE
14.	**Buyer's Environmental Policy**	NOT APPLICABLE
15.	**Social Value Commitment**	The Supplier agrees, in providing the Deliverables and performing its obligations under this Contract, to deliver the Social Value outcomes in the Framework Agreement and provide the Social Value Reports as set out in Schedule 26 (Sustainability)
16.	**Buyer's Security Requirements and Security and ICT Policy**	https://view.officeapps.live.com/op/view.aspx?src=https%3A%2F%2Fwww.cqc.org.uk%2Fsites%2Fdefault%2Ffiles%2F2024-02%2F20240220_CQC_Information_Governance_Policies.odt&wdOrigin=BROWSELINK
17.	**Charges**	£96,231.00 including VAT Details in Annex 2 to this Award Form and Schedule 3 of Call-Off Terms and Conditions (Charges)
18.	**Estimated Year 1 Charges**	£96,231.00 including VAT
19.	**Reimbursable expenses**	**None.** Any expense that the Buyer may in its absolute discretion allow must be approved by the Buyer prior to being incurred and must be in accordance with the Buyer's relevant policy.

20.	**Payment method**	BACS
21.	**Service Levels**	NOT APPLICABLE
22.	**Liability**	In accordance with Clause 15.1 each Party's total aggregate liability in each Contract Year under this Contract (whether in tort, contract or otherwise) is no more than the greater of £**5 million** or **150**% of the Estimated Yearly Charges. In accordance with Clause 15.5, the Supplier's total aggregate liability in each Contract Year under Clause 18.8.5 is no more than the Data Protection Liability, being **£20 million.**
23.	**Cyber Essentials Certification**	Not required
24.	**Progress Meetings and Progress Reports**	The Supplier shall attend Progress Meetings with the Buyer every fortnight or as required for the duration of the contract The Supplier shall provide the Buyer with Progress Reports every fortnight or as required for the duration of the contract
25.	**Guarantor**	NOT APPLICABLE
26.	**Virtual Library**	NOT APPLICABLE
27.	**Supplier's Contract Manager**	[redacted]
28.	**Supplier Authorised Representative**	[redacted]
29.	**Supplier Compliance Officer**	NOT APPLICABLE

30.	**Supplier Data Protection Officer**	[redacted]
31.	**Supplier Marketing Contact**	NOT APPLICABLE
32.	**Key Subcontractors**	**Key Subcontractor 1** Name (Registered name if registered): National Voices Registration number (if registered): 03236543 Role of Subcontractor: National Voices will lead on bringing together and supporting participants to meaningfully contribute (VCSE, Lived Experience, Regulated Providers, CQC Staff – senior and those with interest in anti-racism) **Key Subcontractor 2** Name (Registered name if registered): Race Equality Registration number (if registered): 03121679 Role of Subcontractor: The Foundation will lead on inclusive research, co-production, and engagement efforts with minoritised ethnic communities to ensure that anti-racist principles are meaningfully embedded into the CQC's practices and culture.
33.	**Buyer Authorised Representative**	[redacted]

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

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

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

Authorised Signatory:

SIGNED for and on behalf of **PRIVATE PUBLIC LIMITED**

Authorised Signatory 1:

Authorised Signatory 2:

Annexes

Annex 1: Specification

Annex 2: Supplier's Direct Award Response

Annex 3: Data Processing Schedule

Annex 1 – Specification

THE REQUIREMENT

Via a Direct Award through Lot 5 we seek to commission a project on Participatory Action Research.

We are seeking a Participatory Action Research project to develop a position statement to support CQC's commitment to become an anti-racist organisation.

The first phase of work towards this commitment is 'Naming Racism' and setting out our intent to become an anti-racist organisation. A key deliverable of this phase is publishing an anti-racism position statement to signal our intent, outline our responsibilities and disrupt the narrative around 'race' and racism.

Being anti-racist is an important factor of CQC's organisational culture as it will ensure we can cultivate a workplace that is inclusive and equitable. It is equally important to ensure that we are anti-racist in our approach to regulation to ensure we are fair and consistent in the way we exercise our duties to ensure that we tackle inequalities in access, experience and outcomes for people from racialised groups in relation to health and care. In our anti-racist work, we are aligning to the NHS Race & Health Observatory anti-racism principles as we develop the work[1].

We require a project that uses a Participatory Action Research approach (PAR) to ensure we actively collaborate with racialised groups with the explicit aim of creating change. Reflecting the principles of co-design and collaboration that are embedded in the Participatory Action Research approach, detailed requirements for the project design and methodology are not specified as we would want these to be developed and refined through the project with the participants. Instead, we have set the overarching research question, intended outcomes, outputs, and the key principles and considerations of Participatory Action Research which should be addressed in the response.

The research questions is:

- **How can CQC become an anti-racist organisation?**

We would expect that the participants as part of the project would review, refine and confirm the research question and associated sub-questions to ensure the project was focusing on the right areas to achieve the specified outcomes and outputs.

The key outcomes are:

- Clarity on what are the essential ingredients required for CQC to become an anti-racist organisation (through the anti-racist position statement output – see below).
- Defining a high-level plan for action to create change which operationalises these

[1] https://www.nhsrho.org/resources/seven-anti-racism-principles/

ingredients above. This should take into account the activities already underway in CQC and afford opportunity for check and challenge of these plans. It should also include a framework for how the action/change should be evaluated going forward (although the evaluation activity itself is not within scope of this project).
- To hold CQC (and specifically the executive team and board) to account on our commitment to becoming anti-racist through the action designed from the project.
- Achieve buy in from CQC colleagues and senior leaders to support sign off on the position statement.

Principles of a Participatory Action Research approach to be considered:

Below we have referenced the 8 stages of PAR defined by Lloyd-Evans (2023) to identify key stages that should be factored into the response. Additional detail on specific considerations has been added to some stages, the answers to which should also be outlined in the response.

These stages are not intended to be prescriptive as there are other PAR paradigms or frameworks that can be used in the response.

1. **Background**: Get to know people in the community and what they do; build relationships and trust.
   The participants
   a. *How will suitable participants be identified and recruited to the project and how will the scope of their involvement be decided?*
   b. *CQC has an established sub-group of colleagues from our Race Equality Network who are working on the anti-racism project and they will need to be factored into the project as active participants.*
   c. *As the anti-racist position statement should cover our external regulatory work, in addition to our internal culture and processes, providers of health and care services and representatives of people using health and care services may be suitable participants to include, in which case consideration for how they would be recruited should be outlined in the response.*
   d. *Consider how leaders in CQC, not from racialised communities, should be engaged in this work, to achieve buy-in.*
2. **Agreement**: Achieve agreement on the purpose and direction of the research, and people decide whether to join the research programme on the basis of mutual understanding and an agreed direction.
   Roles and responsibilities
   a. *How will roles and responsibilities be agreed and monitored?*
3. **Choosing questions**: define the research questions by following community lead; communities know the issues which need researching.
   PAR cycles
   a. *How will PAR cycles of observation, reflection and redesign (where feasible within the approach and timeframe) be factored into the approach to ensure the project is delivering against the research objective?*
4. **Research methods and data collection**: Agree what data is needed to

answer the research questions and what methods are needed to gather it.
Methods

a. *How will appropriate research methods for gathering evidence to inform the outputs and outcomes be agreed, delivered and quality assured to ensure they are robust? Who will have a role in undertaking the data collection and analysis?*

5. **Data analysis**: Pull together the data and summarise the community position.
6. **Key findings**: Write up the information and extract the key findings.
7. **Presentation**: Share findings with all the stakeholders. Reflect on what next.
Stakeholders

a. *How will key stakeholders be identified and engaged throughout the project to facilitate action and ensure senior buy in? What presentations might be needed throughout the project to support this?*

8. **Action**: Take action on the findings. Build on connections and experiences gained. Expand the cycle of engagement.
Timelines

a. *What action is feasible to achieve within the timeframe for the project, and what action might be required to deliver after the project? The research team might want to consider making recommendations to CQC to ensure further action and change can be made in the medium to long term.*

Empowerment and knowledge transfer

a. *How will the knowledge from the project be transferred to internal colleagues, both to support action from the project, but also to empower and upskill colleagues?*

Additional requirements to be reflected in the response:

- The programme of anti-racism work at CQC is rooted in the **anti-racism principles as defined by the Race & Health Observatory**. These include ensuring racialised communities are involved at every stage, that the team themselves are representative, any data collected is disaggregate, and that the project team have a strong understanding of the model of racism that operates across health and care. The supplier must set out how they will uphold and demonstrate these principles through the delivery of the project, but also how they will work with the groups to review and decide what, if anything, is missing or needs to change for our purposes at CQC.
- As mentioned, it is important that a diverse group of members from different racialised communities are actively involved in the project as participants. To achieve this, it is a **requirement for this project that the supplier partners with at least one, voluntary, community or social enterprise organisation led by people from racialised communities** who has established relationships through extensive networks, and expertise in and knowledge of racial inequities. The response should name the partner organisation and outline their involvement in the project. The price response document should also include a specific price breakdown for the costs of the partner organisation, as well as budget for the remuneration of participants from racialised communities recruited into the project.

- The project will also need to include to **active involvement of internal colleagues** as participants. These colleagues are already established as a subgroup of the anti-racism work and represent colleagues from our Equity & Rights team, and Race Equality Network. The tenderer should set out how they intend to ensure knowledge transfer to the CQC as part of this work. This includes the transfer of knowledge for insight, expertise, capabilities, and learning.
- The **personal and psychological safety of participants** in the group is important, as the project is dealing with issues of discrimination that are likely to cause people distress or may be traumatic for them. The supplier should set out how they will ensure safeguards are in place in the research, and how they will create a safe space for the open sharing of information, reflecting the different roles of participants in the group and the power dynamics inherent in this.

The outputs required from this research are:

- **An anti-racist position statement for CQC**

The position statement would need to set out the organisation's stance on racism and becoming anti-racist, as well as the model of racism in CQC, and how it operates across health and social care. The statement would also need to include definitions of 'race' as a construct and racism, and explore experiences and contexts relevant to the complex interplay between ethnicity, religion and "race".

CQC must have ownership of the statement, so the research should produce a position statement which is ready for CQC sign off, but the responsibility of achieving sign off (and any amendments to the position statement through the sign off process) would be retained by CQC. However, the involvement of the PAR group in securing sign off is important as implicit and foundational to this process is disruption of the prevailing narrative. Therefore, the PAR group would need to consider how to achieve optimal buy in to the statement from CQC colleagues at all levels to support the sign off process, ensuring agreement with minimal resistance and maximum enthusiasm for action.

The statement would be published on our website and therefore would need to meet CQCs accessibility standards.

- **Project report**

We would also want the supplier to produce a report, capturing the process and outcomes of the project and reflecting on the PAR methodology. This report can be authored by any member of the PAR group, or written collaboratively.

If project participants identify other outputs that can be produced from the research (including easy read, presentation slides, infographics etc) to support the intended change and impact against the research objective, and these can be delivered within the original cost envelope and timeframe these would be welcomed.

In line with a participatory action approach, these outputs may be designed or produced by the participants (e.g. authoring the final report), but the supplier would have responsibility for the quality of the outputs and ensuring they are delivered within agreed timeline milestones.

When developing the project plan, tenderers should ensure the following milestones (reflecting Lloyd-Evans PAR stages*) are met:

The following stages should be completed between June – December 2025 (suggested timings in brackets but these are flexible and to be defined by the PAR group)

- Project initiation meeting with CQC and research partners (June)
- Background, agreement, choosing questions and methods (June – July)
- Data collection, data analysis, key findings (August – October)
- Full reporting, presentation, action (October – December)

*Alternative stages can be proposed that align broadly to these areas.

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

Key Performance Indicators (KPIs)

<table>
<tr><th>Indicator</th><th>Measured by</th><th>Target</th><th>Review Frequency</th></tr>
<tr><td rowspan="4">Timely delivery of quality outputs</td><td>Delivery of project plan, post-project initiation, for review by CQC.</td><td colspan="2" rowspan="3">By the point set in the tenderer’s timeline and in line with the milestones set out in section one.</td></tr>
<tr><td>Recruitment of participants to the research group and defining roles and responsibilities</td></tr>
<tr><td>Stakeholder mapping and planned engagement activity</td></tr>
<tr><td>Define research questions/sub-questions and a plan for gathering required data, setting out suitable methods and quality assurance processes</td><td colspan="2">As required for duration of contract.</td></tr>
</table>

	Delivery of draft output: anti-racist position statement		
	Delivery of final output: anti-racist position statement		
	Delivery of draft output: project report		
	Delivery of final output: project report		
	Delivery of a plan of activities to support action		
	Delivery of activities to support action		
	Delivery of review of RHO principles		
Collaboration	There is regular contact and engagement with the Authority on the work. The Authority is provided with plans, project progress updates, and outputs for review and comments are acted upon. There is effective knowledge transfer to CQC.	As stipulated in section one of this document and in the supplier's quality response.	Fortnightly and as required for the duration of contract.

AUTHORITY AND FRAMEWORK SUPPLIERS RESPONSIBILITIES

It is the Authority's responsibility to:

- Ensure that we provide the Framework 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 framework supplier'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.

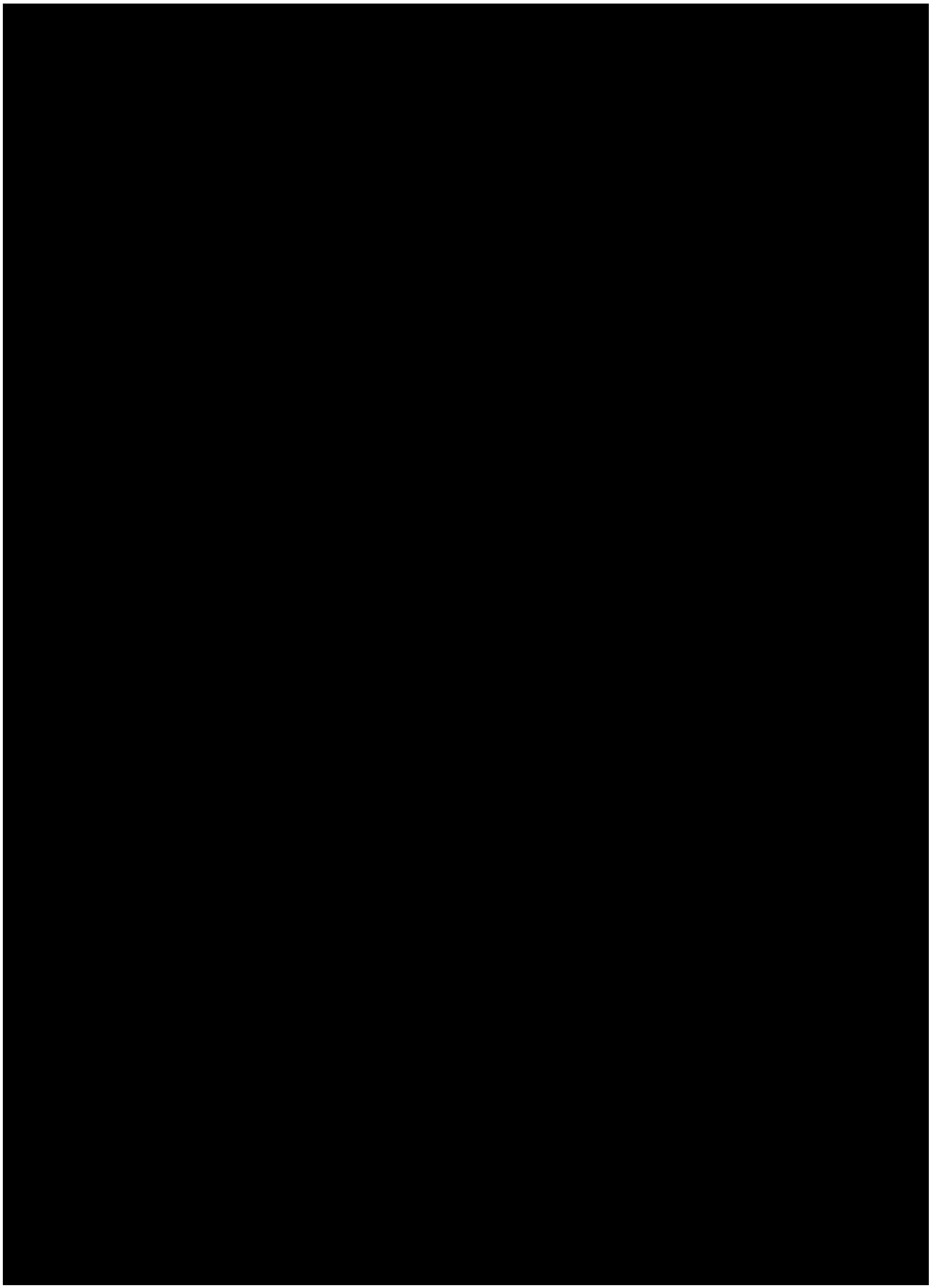
- Provide the authority with draft methodologies, research instruments, and outputs for two rounds of review and comment before they are submitted to the Authority for sign off.

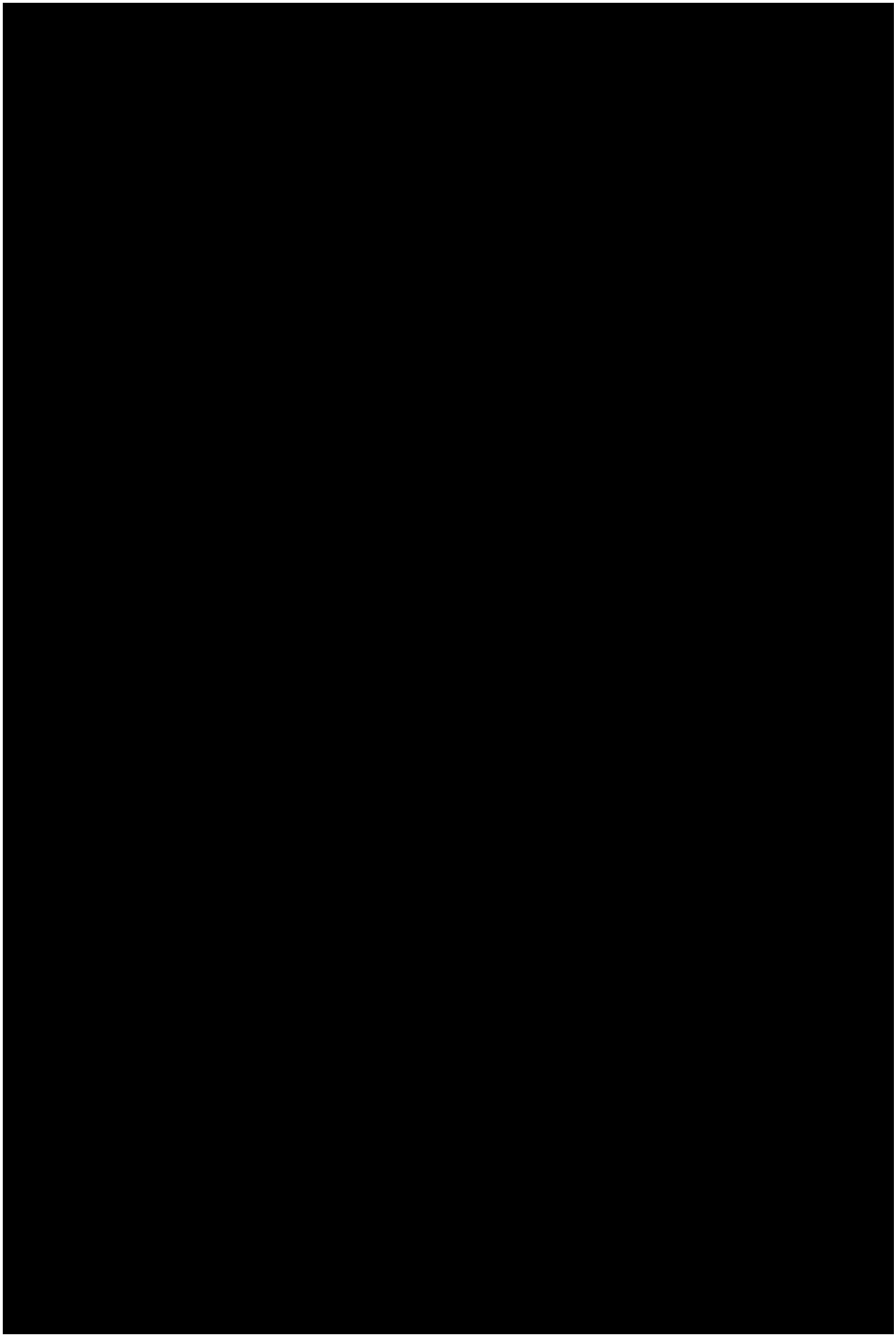
- Deliver a robust research methodology and credible outputs which meet the needs set out in this statement of requirements.

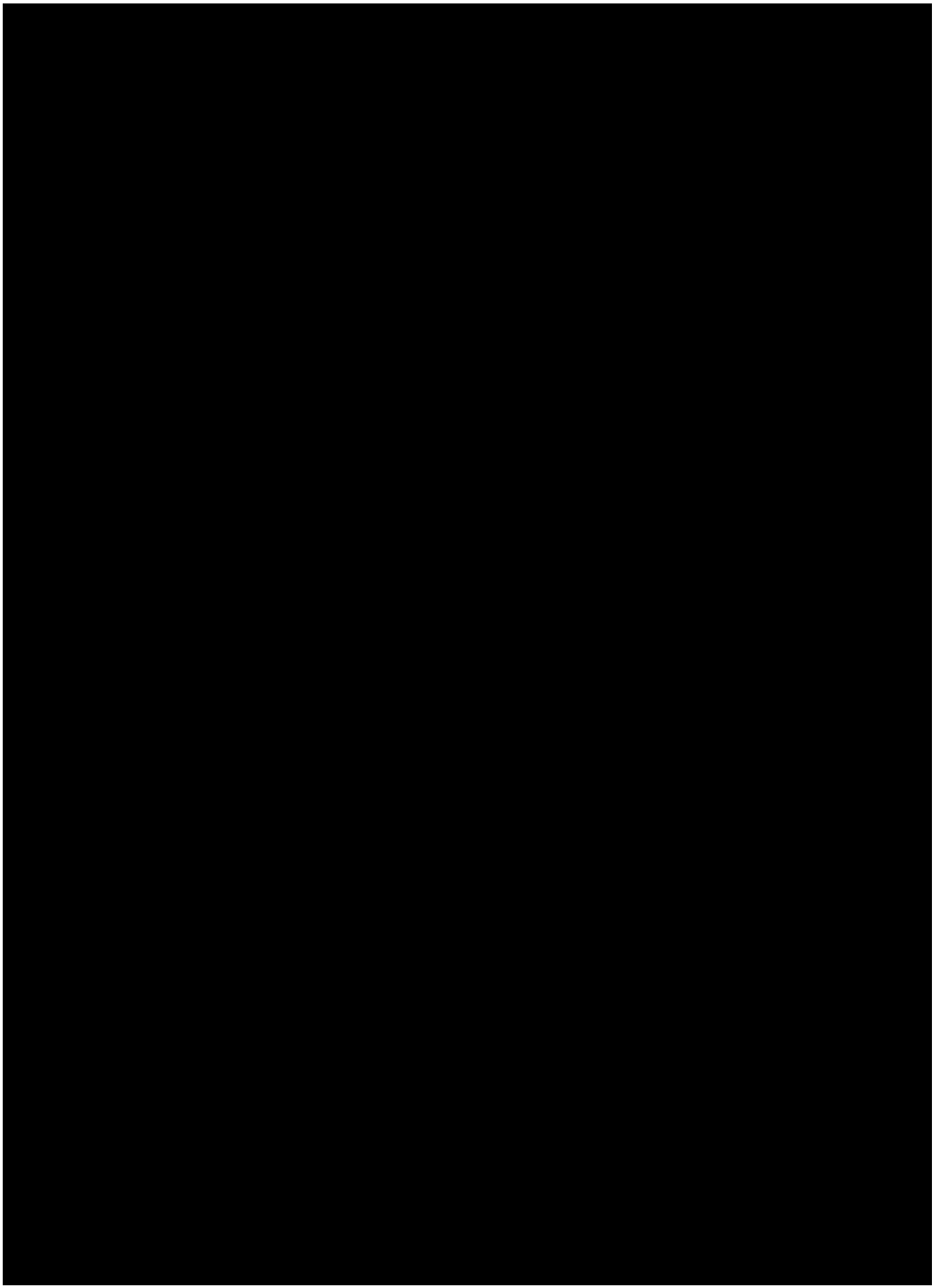
- Perform quality assurance on all aspects of the work.

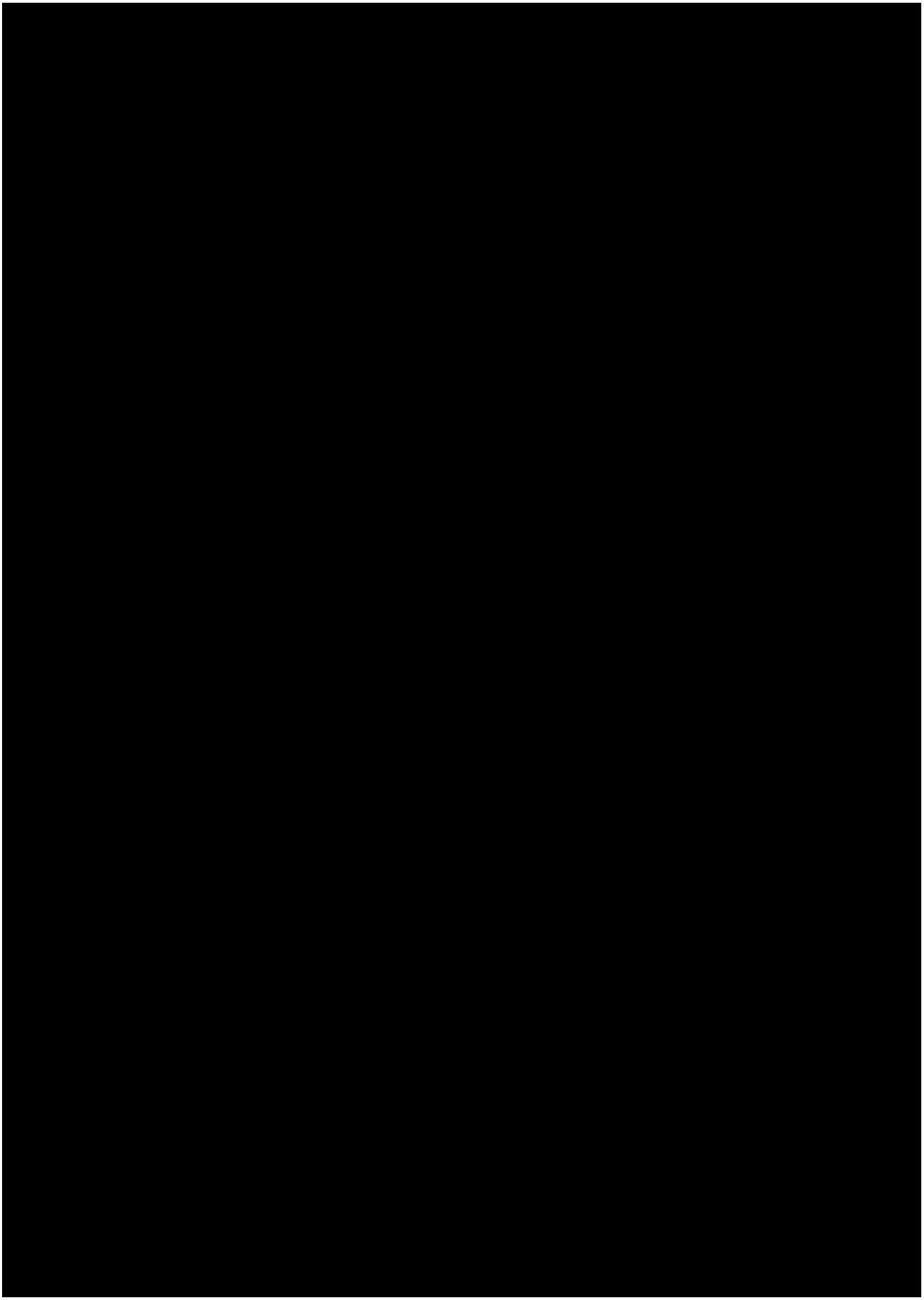
- Communicate and meet online with the Authority at the agreed frequency, providing the Authority with timely and ongoing information relating to the programme delivery and progress, including costs and any emergent risks, issues, and associated mitigations.

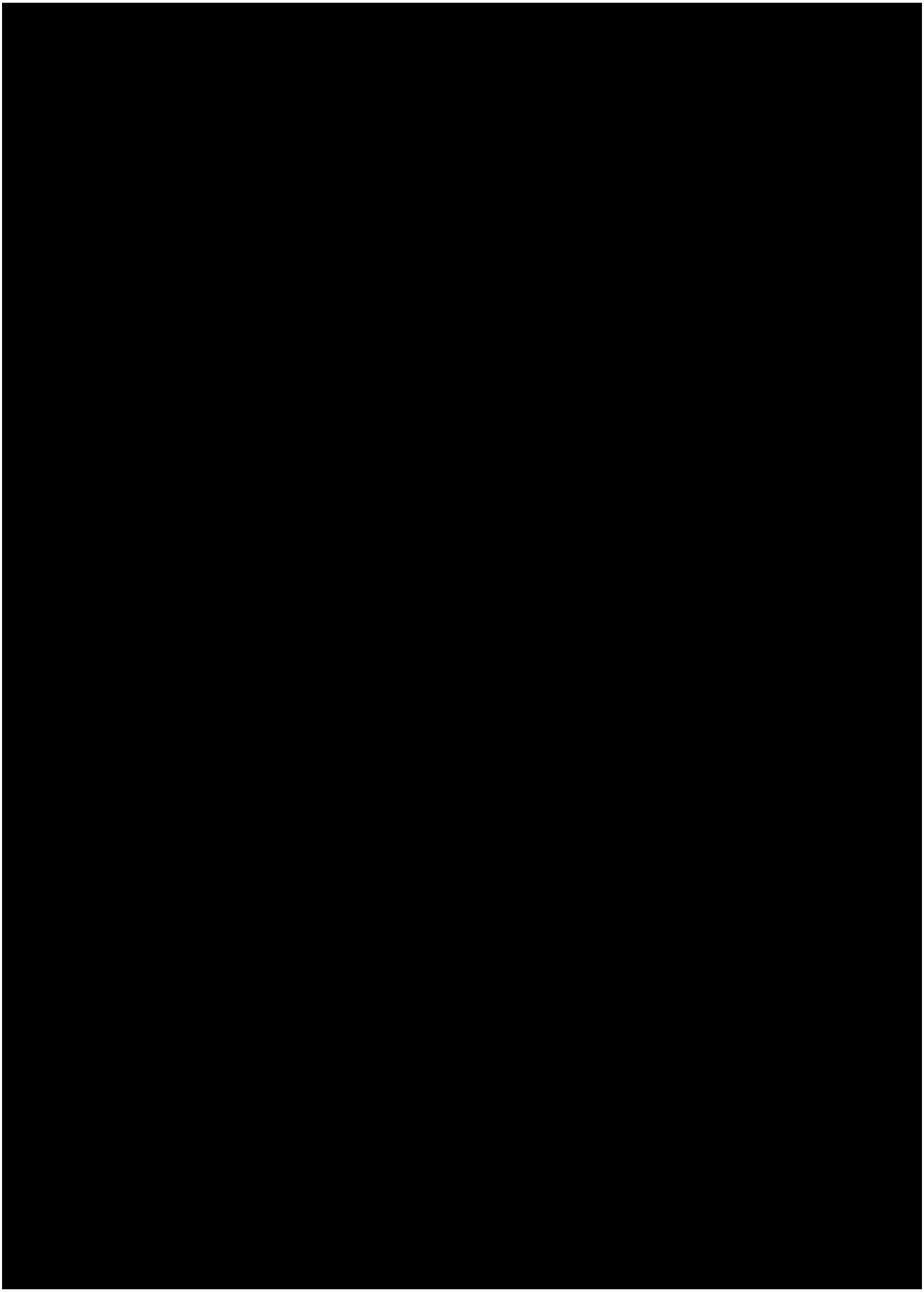
Annex 2 – Supplemental Tender

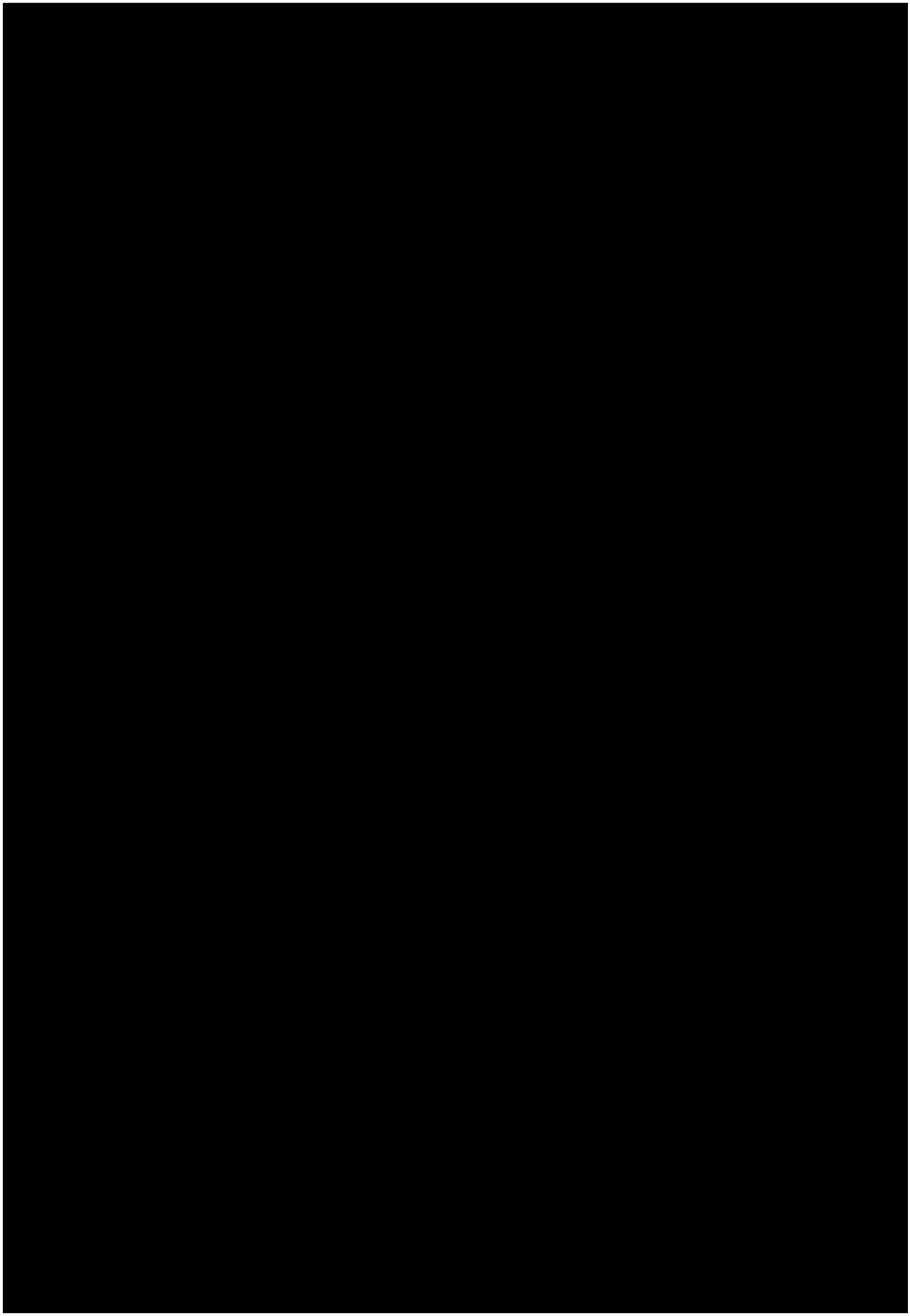


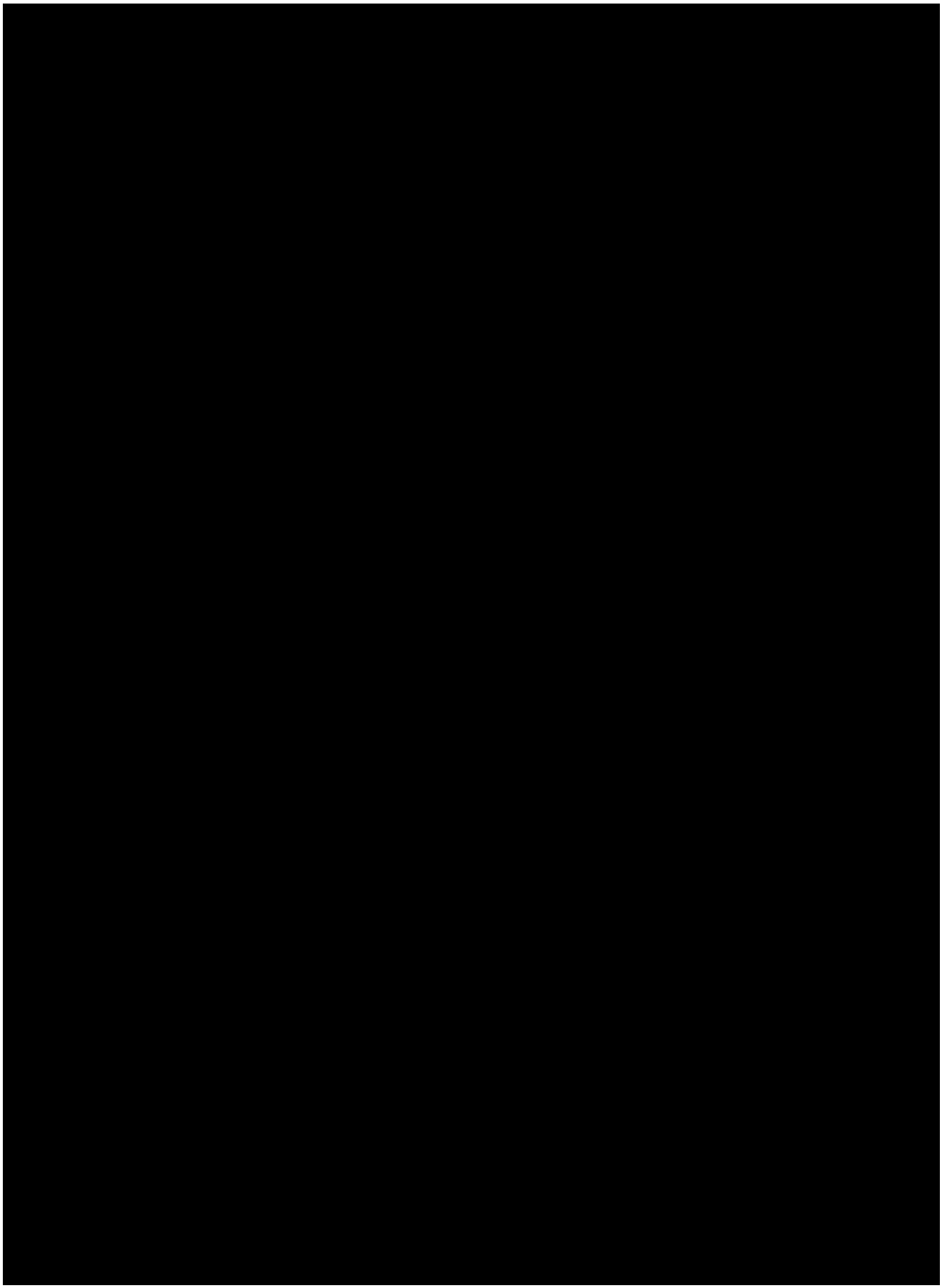


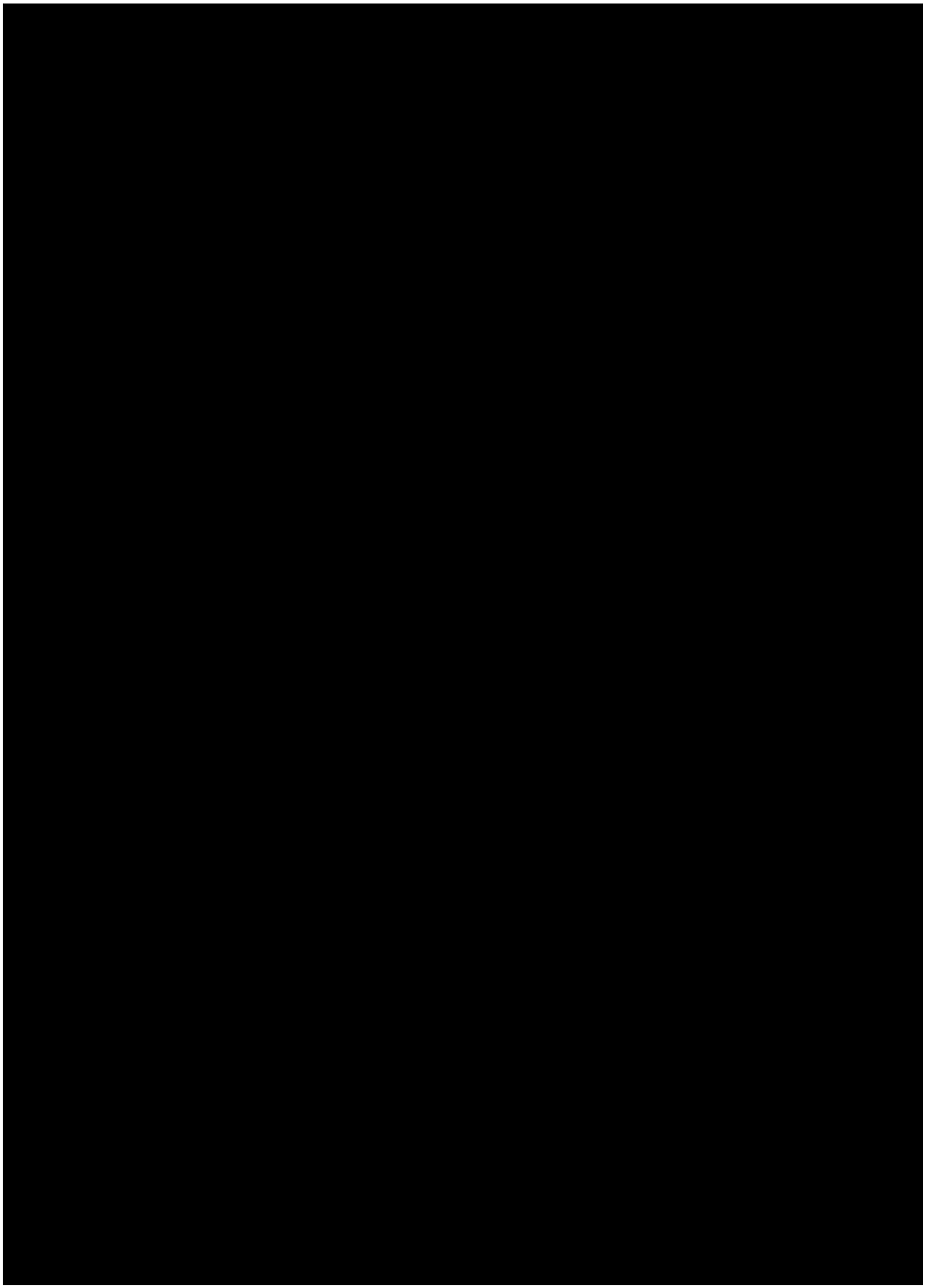


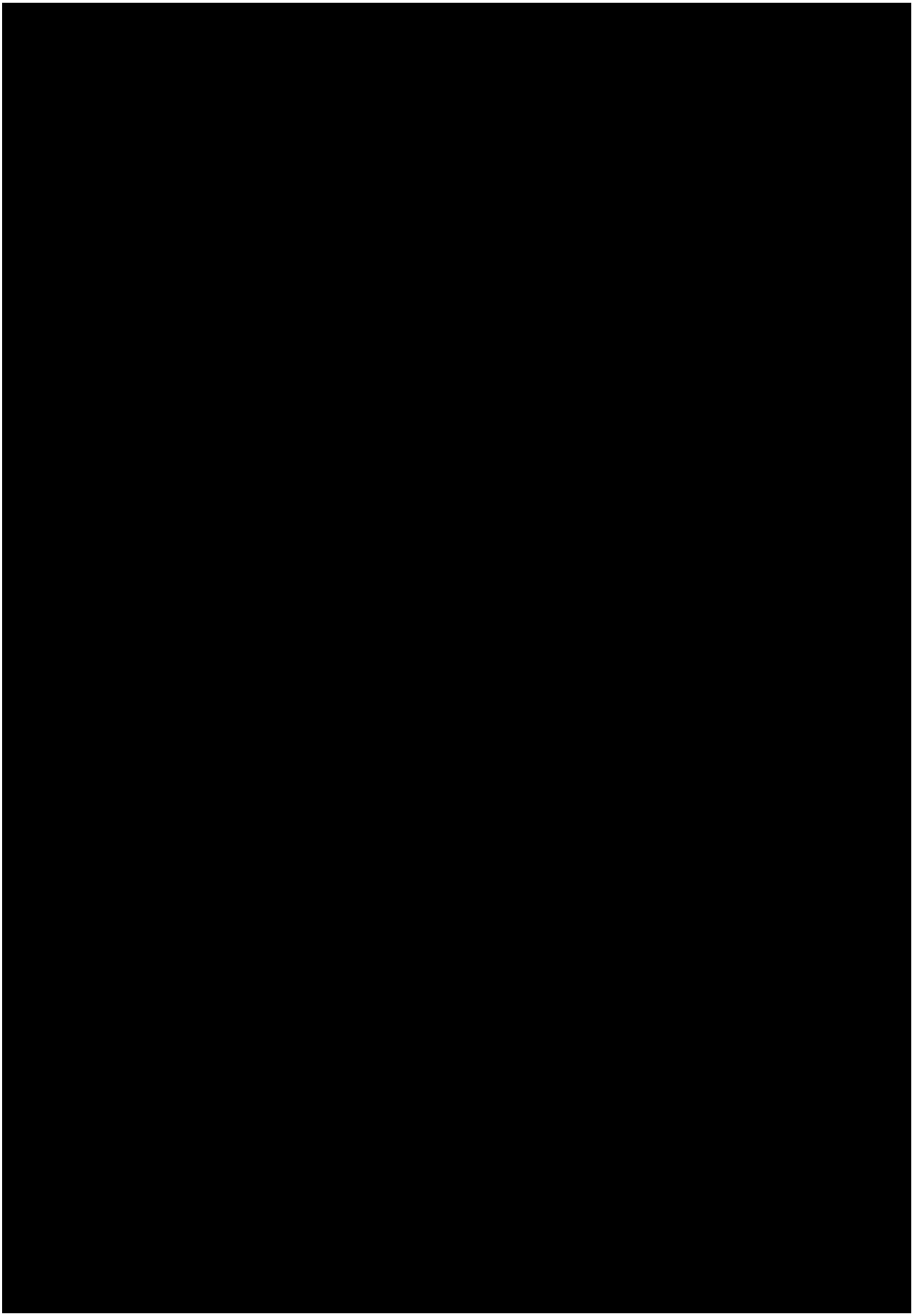


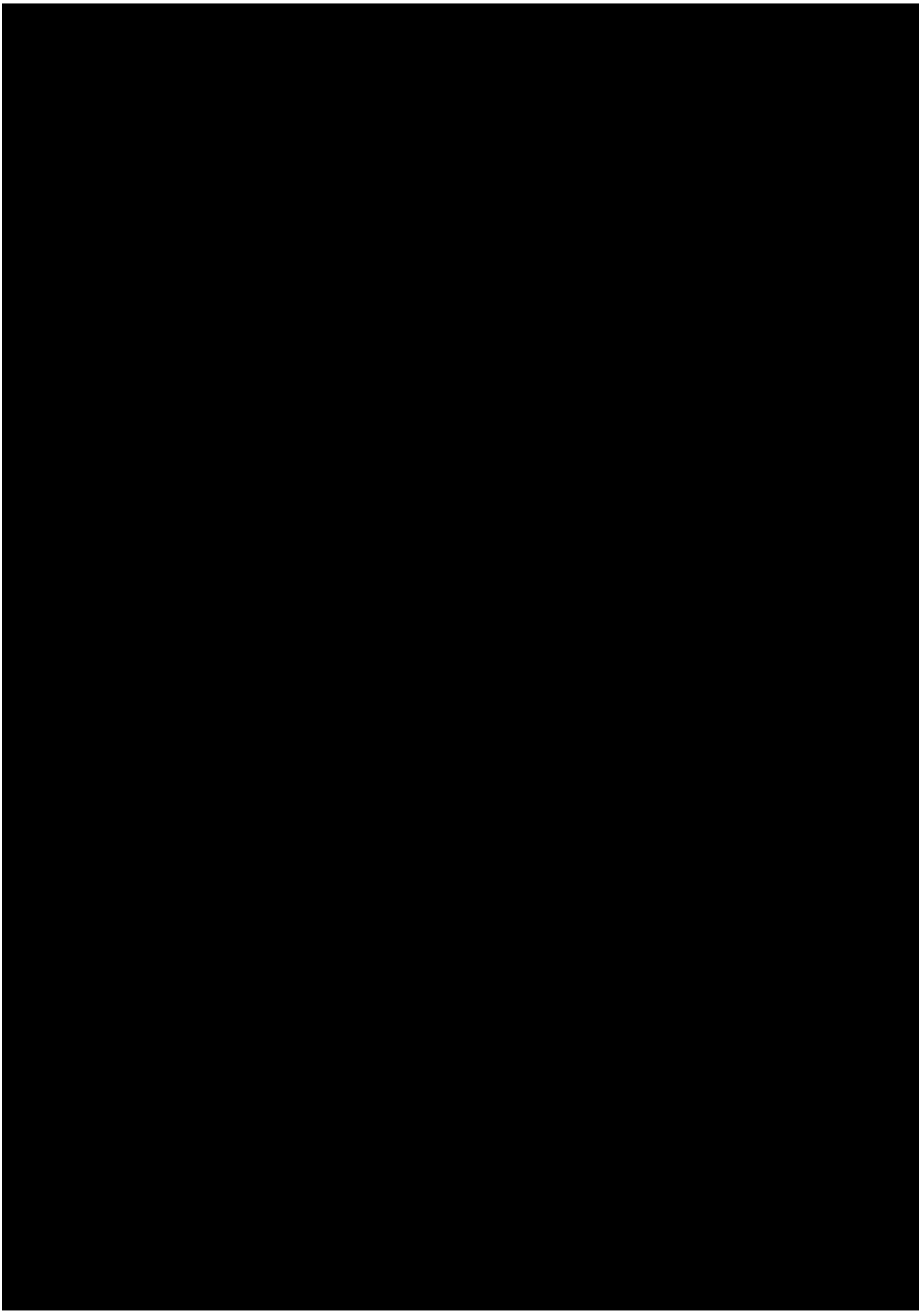


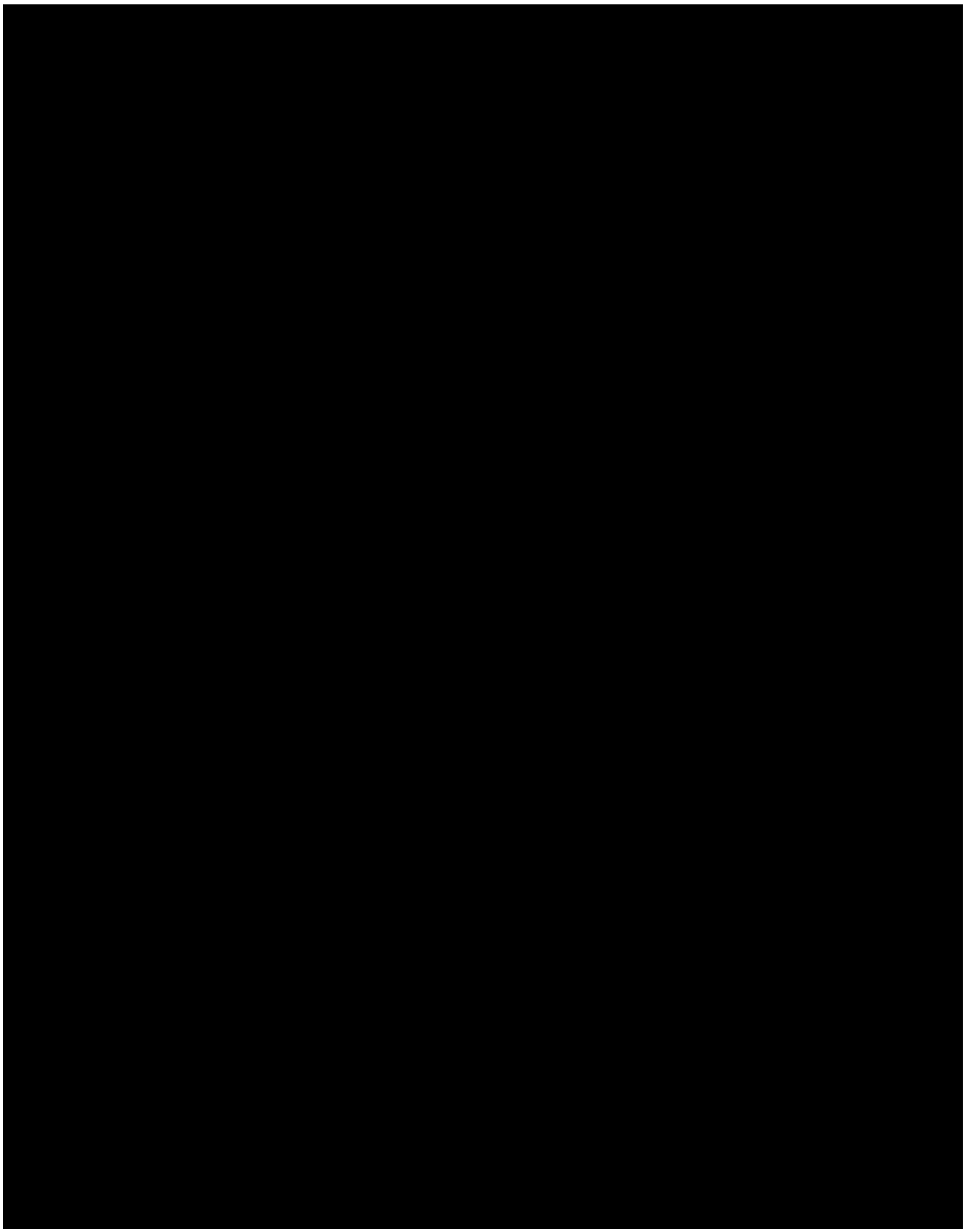


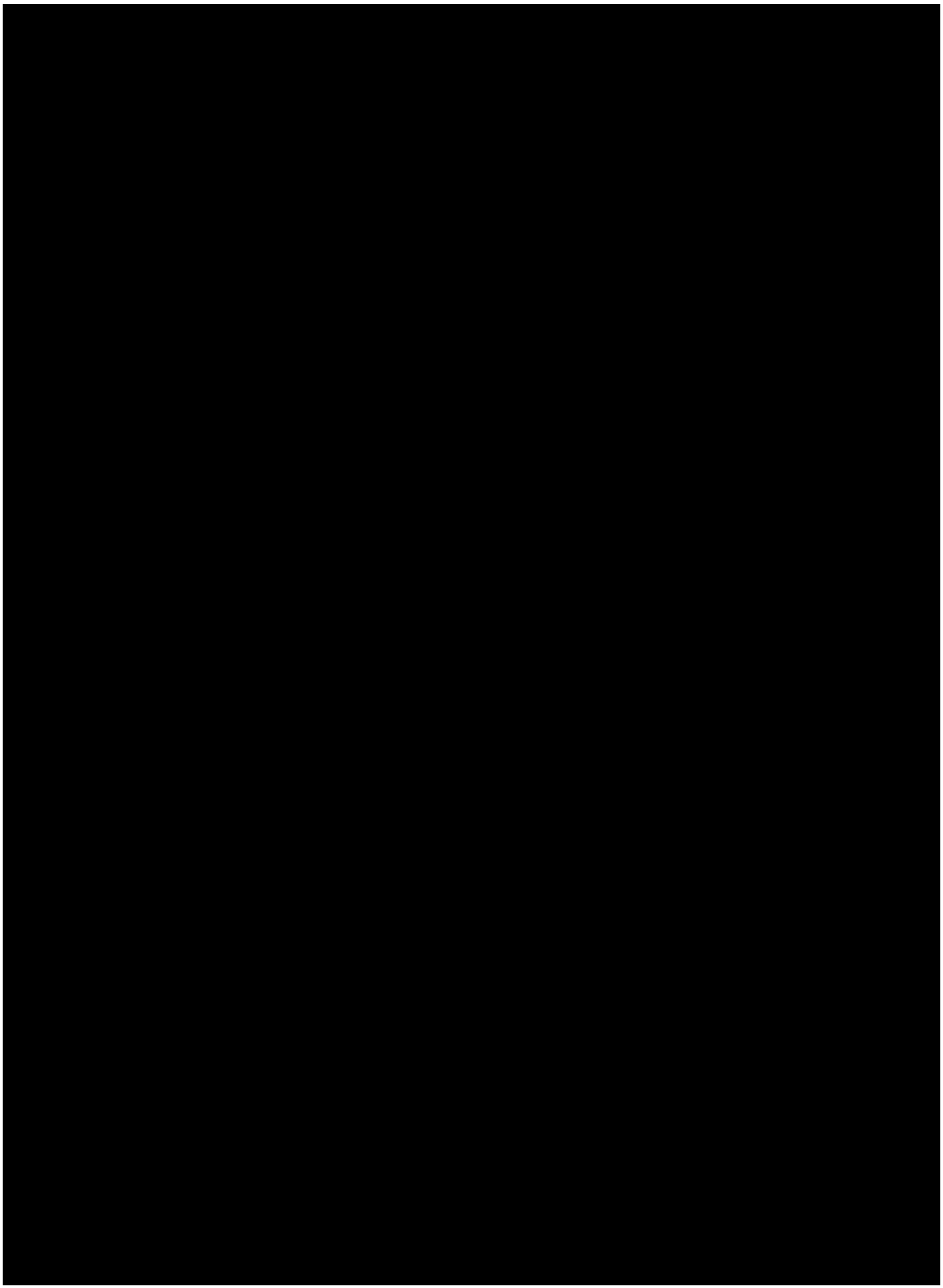


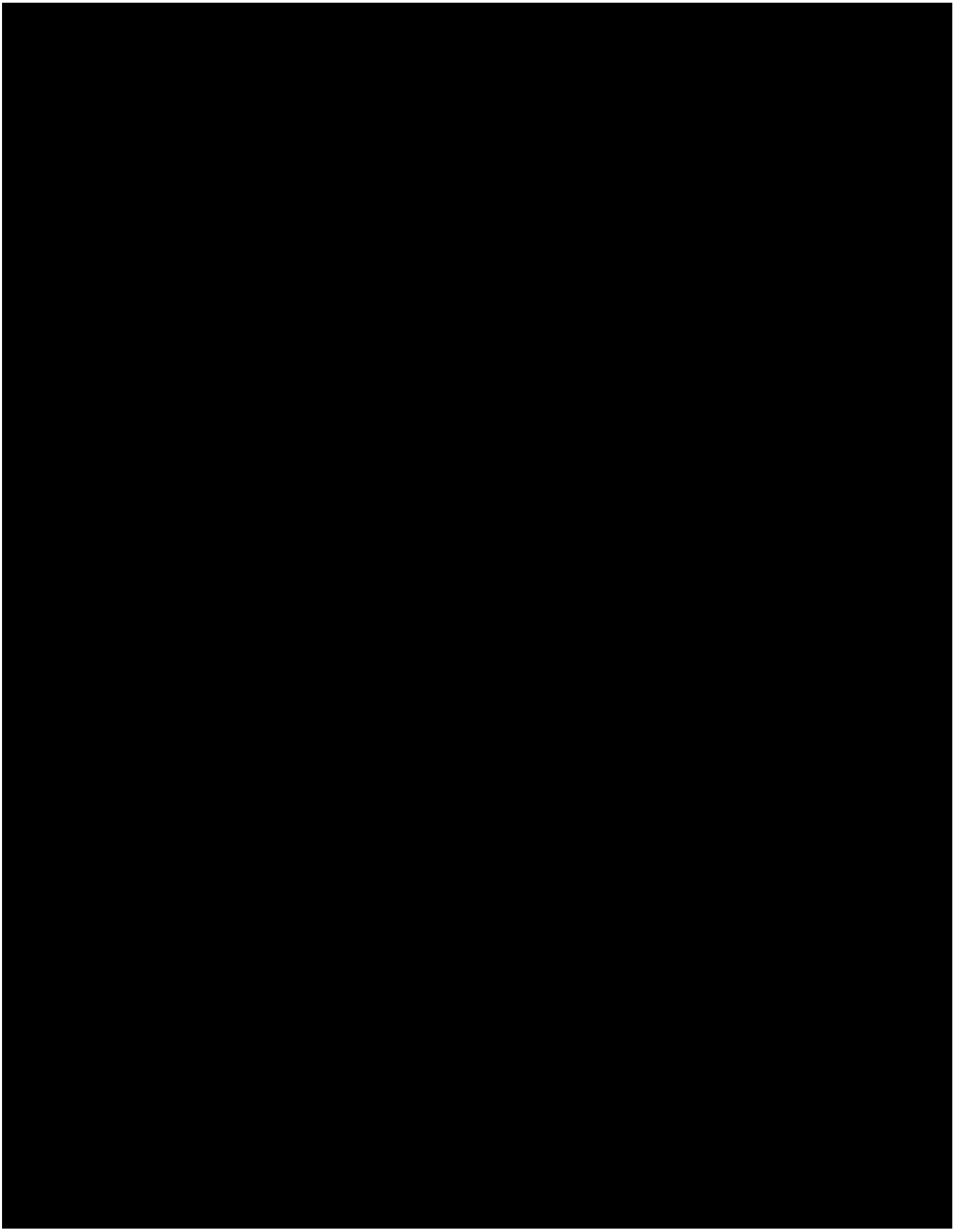


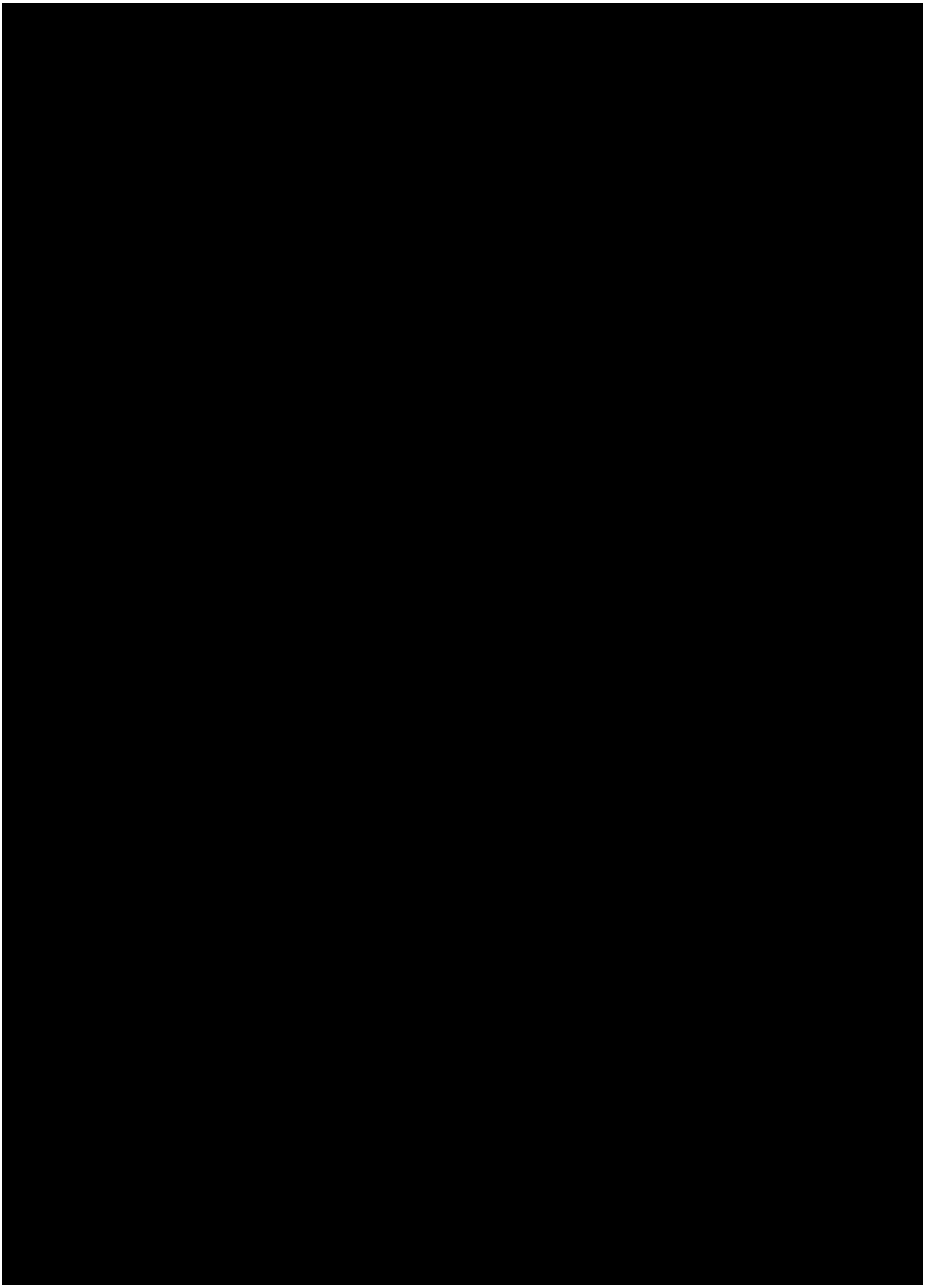












Annex 3 – Data Processing

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

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

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

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

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

Description	Details
Identity of Controller for each Category of Personal Data	**The Parties are Independent Controllers of Personal Data** The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of: ● Personally identifiable information of Supplier Personnel, including the sub-contractors working for the Supplier, for which the Supplier is the Controller, ● Personally identifiable information of any directors, officers, employees, agents, consultants and contractors of Buyer (excluding the Supplier Personnel) engaged in the performance of the Buyer's duties under this Contract) for which the Buyer is the Controller, ● Authority Supplied Data (including the details of CQC members for the Participatory Action Research group, and any existing data, e.g. survey data, the Supplier may request as part of the research) for which the Authority is the Controller.
Subject matter of the Processing	The purpose of the research is to develop an anti-racist position statement for CQC. The statement will be developed through Participatory Action Research whereby a group of people with lived experience and expertise on the topic will be recruited through the research and will then identify the research methods to undertake to provide the insight required to answer the requirement.
Duration of the Processing	The contract is from June 2025 to December 2025

Description	Details
Nature and purposes of the Processing	The project will involve the identification and recruitment of relevant internal colleagues and external stakeholders to take part in the research group. Personal data processing required for this purpose: • CQC sharing the name, email address and job title of internal colleagues to take part in the research group with the Supplier. • The Supplier sharing the name, email address and job title (if relevant) for external stakeholders taking part in the research group. This information will be stored and used to contact research participants throughout the duration of the research project.
Type of Personal Data being Processed	Name, email address and organisation of those involved in the Participatory Action Group.
Categories of Data Subject	CQC staff, and members of the public, people who use services and members of particular networks or VCSE organisations as relevant to the research purpose.
Plan for return and destruction of the data once the Processing is complete UNLESS requirement under law to preserve that type of data	Data to be destroyed 6 months from contract end date. Supplier and Buyer responsible for their own destruction of data.
Locations at which the Supplier and/or its Sub-contractors process Personal Data under this Contract and international transfers and legal gateway	All data will only be processed within the United Kingdom, and will not be utilised or processed abroad.

Description	Details
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	In the course of our business, PPL will be required to hold and process information about our clients, employees and suppliers. In doing so PPL acts as a Data Controller, as defined under the GDPR and Data Protection Act 2018. This states that Data Controllers are responsible for ensuring that all personal information is kept secure, up-to-date and processed lawfully and fairly. PPL is formally accredited to Cyber Essentials and ISO 27001 Information Security Management standards. PPL fully adheres to the Eight Data Protection Principles, and all PPL employees and contractors are bound by the conditions of the Act and are responsible for ensuring compliance with this policy. **Fairly and lawfully processed** PPL will ensure that we process personal data only in accordance with our notification with the Information Commissioner and the provisions of our Data Protection Policy. There are a number of criminal offences contained within the Act. Any PPL employee or contractor who either suspects, or is accused of, a breach with regard to the Act is responsible for reporting the potential breach in full to a PPL Director at the first opportunity. PPL is committed to upholding both the letter and the spirit of the Data Protection Act, and we take our responsibilities in this regard extremely seriously. PPL reserves the right to take all necessary remedial action (including disciplinary and legal action) against any employee or contractor who is found to be in breach of this policy or the Act. **3.2 Processed for limited purposes** PPL will, at the point of collection and as far as it is practicable, inform individuals of the purposes for which we will use their data. PPL will only collect personal data where it is required for a specific purpose. It will not be used for any other purpose except where allowed by the Act or required by law. **Adequate, relevant and not excessive** PPL will hold only the personal data which is needed to carry out our business functions, on behalf of our shareholders, directors, employees and clients. It is the responsibility of all employees to ensure that only such information as is required to carry out such functions is held by

Description	Details
	PPL, and that any other personal information which comes into our possession is securely and appropriately disposed of. **Accurate and up to date** PPL will take all responsible steps to ensure that that any personal data we hold is accurate and current, including the development of clear processes and procedures for managing all personal data which requires ongoing maintenance. No**t kept for longer than is necessary** PPL will only hold onto personal data which is required for us to carry out our responsibilities. We will ensure that personal information is no longer required for this purpose is appropriately disposed of. While information relating to deceased individuals is not covered by the provisions of the Act, confidentiality will still be maintained in respect of this information. **Processed in line with your rights** The Data Protection Act allows individuals to see information held about them (by sending a 'Subject Access Request') and to ensure that this is corrected if it is wrong. The Act also gives individuals the right to stop their personal information being used for unwanted marketing. PPL will only process personal data in line with data subject rights, as defined by the Act. All requests for personal data from data subjects will be handled in accordance with the Act and will be processed within a maximum of 40 calendar days of receipt. PPL reserves the right to charge an administrative fee where relevant for processing Subject Access Requests, in line with the provisions of The Act. **Secure** All PPL employees processing personal data will be appropriately trained and understand that they are contractually responsible for upholding Data Protection principles and good practice. PPL will ensure that all relevant systems, both electronic and paper-based, are protected to ensure that personal information is only accessible to those individuals that need it to undertake their job. When working on a client site or away from PPL's offices,

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	employees are responsible for ensuring that personal data is held securely and in line with agreed policies and procedures. PPL will be responsible for ensuring that records containing personal data are safely and responsibly disposed of as soon as these are no longer required. **Not transferred to other countries without adequate protection** The Act states that information should not transferred outside the European Economic Area (the European Union member states plus Norway, Iceland, and Liechtenstein) unless there is adequate protection for the personal information being transferred. PPL will take all reasonable steps to ensure that any personal data is stored in accordance with this provision and that adequate protection is in place prior to transmission.