

Contract (Short Form – Services)

Contract for Delivery of APM Project Fundamentals Qualifications (PFQ) with Exam

Contract Reference CQC LD 146

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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) Training Bytesize 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 the date specified in Award Letter and shall expire on **30th March 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 of 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 with the minimum cover per claim of five million pounds (£5,000,000);
- c) Professional indemnity with the minimum cover per claim of two million pounds (£2,000,000);

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

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

For the attention of: [REDACTED]

Tel: 03000 616161

Email: [REDACTED]

Fax: [REDACTED]

21.3.2 For the Contractor: Training Byte Size Ltd

Address: 5a Hospital Street, Hospital Street, Nantwich, Cheshire,
CW5 5RH

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 Specification. 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 CARE QUALITY COMMISSION

Signature... [Redacted]
Name [Redacted]
Position [Redacted]
Date [Redacted]

SIGNED for and on behalf of TRAINING BYTE SIZE LTD

Signature... [Redacted]
Name [Redacted]
Position [Redacted]
Date [Redacted]

Schedule 1: Specification and Tender Response Document

CQC reference CQC LD 146

**Delivery of APM Project Fundamentals
Qualifications (PFQ) with Exam**

STATEMENT OF REQUIREMENTS

Closing date for clarification questions:

2pm 21st August 2017

Closing date for submission of tender:

12pm noon on 29th August 2017

Section 1 – Statement of Requirements

1 Executive Summary

The Care Quality Commission (CQC) is the regulator of health and social care in England, inspecting health and social care services across the country. The commission is split into five directorates which are Adult Social Care, Hospitals and Mental Health, Primary Medical Services, Strategy and Intelligence and Customer and Corporate Services.

The Strategy and Intelligence directorate contains a small number of departments whose personnel manage projects of various sizes to enable other teams and departments to fulfil their business objectives. Analysis was carried out to identify the training needs of staff managing these projects. This identified that a core requirement is to have a standardised approach to the provision of project management learning across the Strategy and Intelligence directorate.

Therefore the CQC has committed to ensuring that all staff who do not yet hold an approved basic level project management skills qualification are given the opportunity to undertake training leading to an award. Training organisations who are fully accredited by the Association of Project Management are invited to bid for this contract.

2 The Requirement

CQC is seeking to train up to 40 CQC personnel in the **Association for Project Management (“APM”) Project Fundamentals Qualification (“PFQ”)** during 2017/2018.

We are looking to work with an APM accredited Training Provider (the “Supplier”) with a proven track record of effective and high quality training delivery to national, high profile organisations.

Suppliers are required to submit fully costed solutions which set out the different delivery frameworks within the overall cost envelope for this procurement (please refer to Tender Response Document Part B of this ITT for additional information).

Overview	The learning will be part of the training provided for internal staff at CQC.
Learning outcomes	The course needs to meet the requirements of the staff working in project management drawn from a number of teams and departments from within the CQC. The APM PFQ course is an essential minimum requirement for staff working in the project management environment.

At the end of the course participants will be able to:

- Differentiate between project management and the operating environment.
- Define the management structure by which projects operate.
- Apply project management planning.
- Describe project scope management.
- Contribute to scheduling and resource management.
- Apply risk management and issue management.
- Define project quality management.
- Manage communication in the project environment.
- Recognise the importance of stakeholders.

Anticipated approach to delivery

Trainers will need to provide a summary and structure for the PFQ course.

The trainer is required to deliver a provisional programme of three (3), plus one (1) optional extra, in-house training events during 2017/18.

Total course places required: 40

Total course places provisionally confirmed: 36

Spare capacity/slippage/cancellations: 4 places

Course Schedule:

Course Dates*	Venue Location	Estimated number of Delegates* *	Confirmed number of Delegates***	CQC Address	Post code
October/ November	London Central	10	8	Care Quality Commission, 151 Buckingham Palace Road, London	SW1W 9SZ

November / December	Leeds	12	12	Care Quality Commission, St Paul's House, 23 Park Square South, Leeds	LS1 2ND
December / January	Bristol	10	8	Care Quality Commission, Fourth Floor, Colston 33, Colston Avenue	BS1 4UA
January/ February	London Central	8	8	Care Quality Commission, 151 Buckingham Palace Road, London	SW1W 9SZ

*Dates to be agreed in advance. Subject to a minimum number of 5 bookings per training session. Additional training session dates may be scheduled if demand exceeds places available.

**CQC reserves the right to increase the maximum number of places 15 per training session.

***Please note the volumes are indicative only; CQC reserves the right to change at its discretion.

Approximate Start/end times: Course days to run from 9.30 am – 4.30 pm with a maximum of 1 hour lunch and 2 x 15 minute coffee/tea breaks.

Course materials: All training materials (printed/e-copy) for delegate use including any pre-event materials (where appropriate) will be provided to CQC in advance of the course at least 10 working days before a scheduled event. Training materials and course instructions will normally be made available to delegates by CQC via the CQC's secure electronic Learning Management System/Portal hosted by CQC's e-learning portal supplier, Cornerstone.

All printed resources for delegates must be provided to the CQC at the Supplier's own cost.

Cancellation	<p>The cancellation procedure will be:</p> <ul style="list-style-type: none"> • Supplier will be contacted minimum of 10 working days before event to confirm attendance figures have met minimum requirement of 5 delegates and that the course will proceed. • Where less than 5 delegates the decision will be made by CQC: <ul style="list-style-type: none"> • To cancel course, no fee; • To cancel and rebook course for a later date when the trainer is available, no fee. • Any travel, accommodation or subsistence costs incurred (including incidental costs such as car parking) are entirely the responsibility of the Supplier's organisation. CQC does not accept any liability for reimbursement of any costs incurred by the Supplier whatsoever where a Course has been cancelled as aligned to the cancellation procedure above.
Specifics of the training provided:	<p>The training will need to incorporate/provide:</p> <ul style="list-style-type: none"> • A variety of learning styles to be highly interactive; • Ability to adapt to specific learner needs/requests where appropriate; • An awareness of, and respect for CQC's values (Trainers will be expected to familiarise themselves with the CQC's values, see Appendix B – CQC Guide to our Values); • How the learning can be taken back into the workplace effectively; • To complete and return a register of attendance which we will provide.
Evaluation of the training event	<p>For quality purposes, some course days may be subject to a class visit or observation, and notification will be given in advance.</p> <p>Delegates will be sent a CQC Academy electronic evaluation following the course and a summary of this information will be provided to the trainer.</p>
Length of contract	<p>6 months with an option to extend for up to an additional 6 months.</p>

3 Service Levels & Volumes

It is expected that the following service levels will be agreed:

The Supplier will:

- a) The Supplier will be responsible for the production of all learning resources necessary to complete the programme of study. Costs of reproducing learning materials should be included in the supplier's tender response.

- b) All learning materials (e.g. PowerPoint slides, workbooks, pre course materials) developed by the Supplier for delegate use should be branded with the CQC Academy's logo and conform to the Academy's presentational style (e.g. font, point, colour palette). The Supplier will be required to undertake rebranding of course materials as part of their contractual obligations using templates supplied by the CQC (please refer to **Appendix C – CQC Academy Branding Sample document**).
- c) The Supplier will be expected to undertake this work as part of their contractual obligations:
- Deliver each deliverable by the agreed milestones;
 - Provide updates on progress relating to costs incurred to date, by 09:00 on Monday morning, every second Monday (fortnightly basis) during the duration of the contract;
 - Provide updates on progress regarding delivery of outputs during the duration of the contract.

CQC will:

- a) Respond to requests for information or documentation and supply the required information or document (where this is available) within three (3) working days following receipt of the request to the CQC's nominated Contract Manager.
- b) Supply the Supplier with names, job titles/roles, email addresses and contact numbers of the core CQC members of the contract management group prior to the initial contract management (kick off) meeting.

Please note:

- All times are expressed in GMT;
- All progress updates are to be sent via email to the contract owner by the specified day and time; and
- All deliverables and requests are to be sent via email (phone is acceptable but must be followed up with an email) to the Contract Manager. Names, email addresses and contact numbers will be supplied during the kick off meeting.

Exceptions to deadlines:

Where a deadline is specified as a Monday, where that Monday is a bank holiday or public holiday then the deadline will be the specified time but on the following working day.

4 Cost Envelope

Cost Envelope
£15,000 - £24,000 inclusive of VAT

5 Length of Contract

Start Date	End Date	Extension (If Applicable)
September 2017	February 2018	Up to a further 6 months extension (subject to agreement)

The contract which CQC intends to award will cover an initial period of 6 months, which is anticipated to commence early September 2017 (subject to agreement and finalisation of contract). There will be the potential opportunity for this to be extended for up to an additional 6 months, subject to CQC's business needs, satisfactory contractual performance and agreement by both parties.

6 Timetable for Procurement Exercise

The table below sets out the summary timetable for this procurement exercise. Please note that this timetable is intended as a guide, and whilst CQC does not intend to depart from the timetable, it reserves the right to do so at any time. In the event that any changes to the timetable become necessary, CQC will notify all participating Suppliers of any such changes.

Activity	Date
Publication of ITT	28 th July 2017
Deadline for receipt of clarification questions from Suppliers	2pm 21 st August 2017
Tender submission deadline	12 Noon 29 th August 2017
Initial evaluation and moderation of Tender submissions	4 th September 2017 – 15 th September 2017

Activity	Date
Notification of success/unsuccessful Supplier(s)	Week commencing 18 th September 2017
Contract implementation (anticipated)	w/c 2 nd October 2017

CQC reserves the right to cancel the procurement process at any point and is not liable for any costs resulting from any cancellation.

7 Authority Responsibilities

The CQC will support the management of the contract through the following activities:

- A CQC Academy representative will act as the Contract Manager and this person will also be the named contact person;
- Provide relevant data to allow contract delivery;
- Ensure milestone payments are made promptly in line with the contract;
- Provide CQC templates and 'good quality' examples to illustrate expectations in format and quality of deliverables;
- Access will be provided to appropriate CQC offices when required to deliver training. Alternatively the CQC will arrange through another Supplier suitable training facilities for classroom training to take place;
- Contract management & service delivery meetings will be arranged as appropriate and attended by the Contract Manager and/or a named deputy.

8 Supplier Responsibilities

It is expected that the Supplier will support the management of the contract by ensuring the following:

- Appoint a Contract Manager to oversee, co-ordinate the work, manage the Supplier's resources and liaise with the CQC Contract Manager;
- Attend regular meetings to discuss contract delivery;
- Produce regular status reports as required by the CQC Contract Manager;
- Perform quality assurance on all aspects of the work that is produced;
- Provide CQC with timely and ongoing evaluation and quality assurance information relating to the work;
- Provide updates on costs in line with service levels;
- Contract management & service delivery meetings when arranged will be attended by the contract manager or a named deputy when required;
- Provide CQC with timely and ongoing evaluation and quality assurance information relating to the programme throughout the programme life cycle at intervals agreed by the CQC and Supplier;
- Provide all appropriate materials where needed and provide full access to any external e-learning portal or system where this might be a requirement of the proposed learning solution;

- All documentation provided by CQC must be treated as confidential by the Supplier.

9 Contract Management Arrangement

Contract management is a very important element of contract delivery as this will ensure delivery is on time, within contract value and to the required level of performance.

Delivery of the Contract will be closely monitored and managed by the CQC Contract Manager as the responsible owner for this requirement. The nominated individual will maintain the overall diligence of both the work carried out by the Supplier under the Contract.

It is also envisaged that the monitoring of the contract will also be undertaken via fortnightly or monthly calls (as a minimum) between the Supplier and CQC, to update on progress, provide feedback and review all expenditure arising in the delivery of the service(s).

Failure to effectively manage the contract may result in poor performance and non-compliance. The contract management arrangements will include specific activities for example:

- Attending contract management meetings;
- Means of measuring performance;
- Cost analysis;
- Communication routes;
- Key personnel;
- Exit strategy.

Following completion of the contract, the Supplier will attend a post contract review with CQC to review whether the objectives of the contract were met, review the benefits achieved and identify any lessons learnt for future projects.

10 Key Performance Indicators

There are a number of key performance indicators (KPI's) that will be required as part of this programme of delivery, these are:

Indicator	Measured by	Reference Point or Target
Detail level of deliverable is agreed and in line with expectations	Review meeting between CQC and Supplier	Start and mid-point of the agreed delivery timeframe
Completion of agreed deliverable(s)	Review meeting between	Target = 100% - assessed at end-

Indicator	Measured by	Reference Point or Target
applicable for each contract call-off	CQC and Supplier	point of the agreed delivery timeframe
Production of delivery plan including agreed itemised and prioritised deliverables	Delivery plan submitted to CQC for review	Target = 100% - to be produced within 1 week of contract call-off 'kick-off' meeting
Payments to be made upon receipt of invoice following agreement of successfully completed deliverables	Review meeting between CQC and Supplier. Deliverable to be agreed as successfully completed by the estimated timeframe for that deliverable	Estimated completion date of itemised deliverable as detailed within Supplier produced delivery plan
Delivery Timescales - Services to be delivered in accordance with agreed timelines and any change is raised and agreed by the relevant CQC representative	As part of routine progress reporting and contract management meetings, and review at end of delivery of services	Target = 100% - to occur throughout agreed delivery timeframe for provision of services
Security Requirements – Services to be delivered in accordance with information security, data protection and any confidentiality agreements	To be monitored on an ongoing basis throughout lifecycle of delivery, and review at end of delivery of services	Target = 100% - throughout agreed delivery timeframe for provision of services
Evaluation, Learning and Skills/Knowledge Transfer - evaluation and learning will be completed at the end of each deliverable, and any identified improvements flagged along with an action plan for development	To be monitored on an ongoing basis throughout lifecycle of delivery, and review at end of delivery of services	Target = 100%
Quality of Expertise – Supplier to	To be monitored on an	Target = 100%

Indicator	Measured by	Reference Point or Target
ensure that individuals delivering work under the contract are those stated in their tender response, or an equivalently qualified individual in instances where the stated personnel has left the organisation	ongoing basis throughout lifecycle of delivery, and review at end of delivery of services	

Indicator	Measured by	Reference Point or Target	Review Date
Provision of learning should be made on dates and locations agreed between CQC and the Supplier unless otherwise agreed	Learning taking place at dates and locations when agreed	Date and location confirmed 30 working days before events date	35 working days prior to first event
Materials, lesson plans and session notes should be provided to CQC for review at least 20 working days prior to commencement of training programme. Supplier has further 4 working days from submission to make any required amends to materials	Materials submitted which conform to CQC Academy in-house design style (please refer to Appendix C – CQC Academy Branding Sample document) have been quality assessed (QA) by Academy are ready for upload onto CQC's learning management system (LMS) 15 working days prior to delivery	CQC 1 day to and suggest amends/sign off materials submitted.	30, 20 and 15 working days before 1 st event.
Invoicing should be timely and accurate and must quote a valid CQC Purchase Order number. Design and delivery costs must be separated from each other and clearly	Invoicing is clear, accurate and specifies VAT due where appropriate	Invoices submitted are 'right first time' ensuring prompt payment by CQC	After submission of 1 st invoice and at other intervals to be determined

Indicator	Measured by	Reference Point or Target	Review Date
itemised.			
Attendance at any pre-agreed meetings is required	Meetings are attended with all agreed stakeholders unless otherwise agreed	Supplier and CQC personnel agree meeting dates and people required.	At each contract management meeting
Attendance on any delivery days should be recorded and fed back to CQC	Registers and taken and any attendance issues are fed back to the CQC immediately following the delivery	Attendance data accurately submitted to CQC at end of each training day	At contract management meetings as required
Pass rates to gain APM Project Fundamentals qualification should be in line with national pass rates	Comparison of pass rates to APM national pass rate standard	Review pass rates and factors for any deviation from industry standard reviewed at contract management meetings	At contract management meetings as required.

11 Milestones

There are some key milestones that will need to be agreed as part of this contract and these are:

Description	Target Date	Action to Achieve Milestone	Review Date
Produce and agree a delivery plan including itemised course session plans	No later than three (3) weeks after call-off 'kick off' meeting*	Ensure plan is delivered and agreed between Supplier and CQC	To be confirmed ('tbc')
Delivery of each agreed deliverable including course session plans	Delivery by estimated completion date as detailed in the delivery plan	Deliverable agreed between CQC and Supplier as satisfactorily complete	tbc

Description	Target Date	Action to Achieve Milestone	Review Date
Commencement of service delivery	October 2017*	Delivery commences on agreed dates (or prior if mutually agreeable)	tbc
Contract Review Meetings	<p>1) Training Event 1: London (anticipated to take place during October/November 2017)</p> <p>2) Training Event 2: Leeds (anticipated to take place during November/ December 2017)</p> <p>3) Training Event 3: Bristol (anticipated to take place during December 2017/ January 2018)</p> <p>4) Training Event 4 (optional reserve): London (anticipated to take place during January/February 2018)</p>	Contract Review Meetings are held and agreed actions addressed.	tbc
Conclusion of service delivery*	28 th February 2018	Conclusion of service	tbc
Post-Delivery Review*	Within 2 weeks of completion date	Date of post-delivery review meeting to be agreed as part of delivery plan	tbc

(*subject to date of contract finalisation)

Question 1: Experience in delivery	Question Weighting
<p>We require fully accredited Association for Project Management (APM) trainer(s) who will deliver the course and who have an extensive and comprehensive knowledge of the APM qualification. Please describe the experience and knowledge that the trainer(s) has of the subject and course delivery on behalf of organisations of a similar standing to CQC (in size/profile).</p> <p><u>Evaluation Intention:</u> Tenderer must be an APM registered training provider capable of offering the full APM Project Fundamentals Qualification (PFQ) programme and include in response the name(s) of the fully accredited trainer/s who will deliver the course.</p> <p>The Tenderer must be able to demonstrate (with reference to up to three relevant examples from past engagements) appropriate skills, expertise and experience relevant to the requirement in order to ensure successful delivery.</p>	
<p>Response</p> <p>Training Byte Size is a fully accredited APM training organisation and we have four very experienced APM trainers, that have worked with us since we started out, and each have more than 20 years experience in managing projects and training in Project Management.</p> <p>For this proposal we are putting forward [REDACTED] who has already completed one course at CQC, and has excellent feedback [REDACTED] has been delivering APM PFQ training since 2001, and has some of our highest pass marks.</p> <p>[REDACTED]</p>	10%
<p>CQC employ around 3,200 people, and we have named organisations</p>	

above that have similar or greater numbers.

We trained APM PFQ in May 2017 for CQC and the trainer received 1 "Very Good", and 7 "Outstanding" responses in feedback. Comments included "John was very personable and enthusiastic, he made everyone feel involved and talked to the group as 'people' rather than candidates.."

The largest NHS contract we have is for The North West Skills Development Network (North West, Yorkshire & Humber and East Midland NHS regions) for which we are the preferred supplier for Project Management training, in PRINCE2, Agile, MSP & ITIL but as present this excludes APM PFQ which is a longer term requirement.

Other major companies we work alongside include:

Safran Aerospace are a large multi national company that manufacture components for Airbus, and have a programme of developing all apprentices and key managers through the APM PFQ. We have been providing PFQ training for over 4 years, and we have a 100% pass rate.

West Midlands Combined Authority (Centro) are 18 local authorities working together, with a budget of over £145M. They have been using Training Byte Size to deliver all their APM training for the last 3 years with a 100% pass rate at POF.

United Utilities use Training Byte Size as their preferred supplier for all APM training, which is delivered spread out over 6 weeks, allowing students to practice what they learn. 100% pass rate at PFQ.

More recently we ran our first APM PFQ course with NHS East & North Hertfordshire, with 16 students, and there was a 100% pass rate.

Question 2: Previous course success and satisfaction	Question Weighting
<p>Please provide details of your delivery track record from course attendance to APM qualification. Include in your response APM pass rate details of any contracts you are currently delivering or have delivered in the past three years, and your achievements against all contractual targets, including information on your learner satisfaction rates.</p> <p>Evaluation Intention: The tender response should demonstrate satisfaction of learners with their studies, evidence previous exam success rates, retention levels and include benchmarking data to APM national pass rate standards where appropriate.</p> <p>Response:</p> <p>Training Byte Size have trained over 700 APM PFQ students in the last two years, a combination of online, blended and classroom.</p> <p>We have feedback forms for all major events and these are reviewed after every course by our support team. Our feedback responses are in the 'above average' category, and our proposed trainer [REDACTED] regularly has the feedback of outstanding. Feedback forms can be supplied showing learner responses, and some of these are available online at www.reviews.co.uk.</p> <p>We generally follow the Kirkpatrick four level model;</p> <p>The first stage is to review student feedback, and share that with yourselves.</p> <p>Any students that did not pass an exam, we will agree a plan to move forward, and give access to online training and exercises backed by access to a trainer before any exam retakes which are charged at cost price.</p> <p>We also provide a free service that once the student is back in the workplace, they will continue to have access to the trainer and support desk via e-mail for a further 3 months. The account manager will follow up the students asking about how the learning helped their work, any problems and challenges and any further feedback about the training and learning pathway.</p> <p>We will share this and agree any actions moving forward.</p> <p>Current published rates for APM PFQ pass rate is 96%, Training Byte Size is achieving 98%.</p> <p>Pass rates can vary by experience and industry, for our major customers</p>	<p>15%</p>

such as [REDACTED] APM PFQ pass rates are 100%. Where we deal with online students where English is not their first language, such as in France then including these pass rates can reduce the figure from 100%.

Question 3: Meeting the outcomes and resources	Question Weighting
<p>Explain how you will deliver the training requirements aimed at staff working within health sector services or similar settings <u>and</u> explain how you would ensure that appropriate resources are available to deliver the training as required within the Specification and in line with current APM examination requirements.</p> <p><u>Evaluation Intention:</u> The tender response should provide a level of assurance around overall programme course and delivery that will meet the needs of the customer.</p> <p><u>Supporting Attachments Required:</u></p> <ul style="list-style-type: none"> • Proposed course syllabus 	
<p>Response:</p> <p>The team at Training Byte Size have been delivering APM training solutions since 2001, and have established procedures for contingency planning, plus have invested in software to handle the training process from start to finish.</p> <p>We have never had a situation that we have been unable to cover in the event of emergency, and with an established pool of experienced trainers we can cover any shortage at short notice.</p> <p>We also have an accredited Quality Management System that is checked annually and accredited to UKAS standards through the APMG and APM.</p> <p>We have delivered a wide range of courses across the Health Sector, so have good experience of the health service, but generally this has been in other areas such as Agile, Benefits, Business Cases and PRINCE2.</p> <p>One of the great skills of teaching Project Management is to adapt the training to the students, and draw out the key things that are unique to the group in the classroom, and use those as examples to build on. We successfully do this across government, aerospace, construction, utilities and NHS, rather than using materials that are too fixed.</p> <p>We use a variety of learning styles, involving presenting, combined with breakout groups, so teams get the chance to work together on exercises and scenarios.</p> <p>The trainer is always looking to ensure any students finding the training difficult are helped as much as possible, and if required extra time provided during the exam. If a trainer does not have confidence a student will pass the exam, he will make this information known to the nominated contact, so that an alternate plan can be discussed, which may involve ongoing learning and taking the exam at a later date.</p> <p>The trainer is well versed in being aware of his surroundings and the values of the organisation he is working with, and will make sure those are taken into</p>	20%

account during the training programmes.

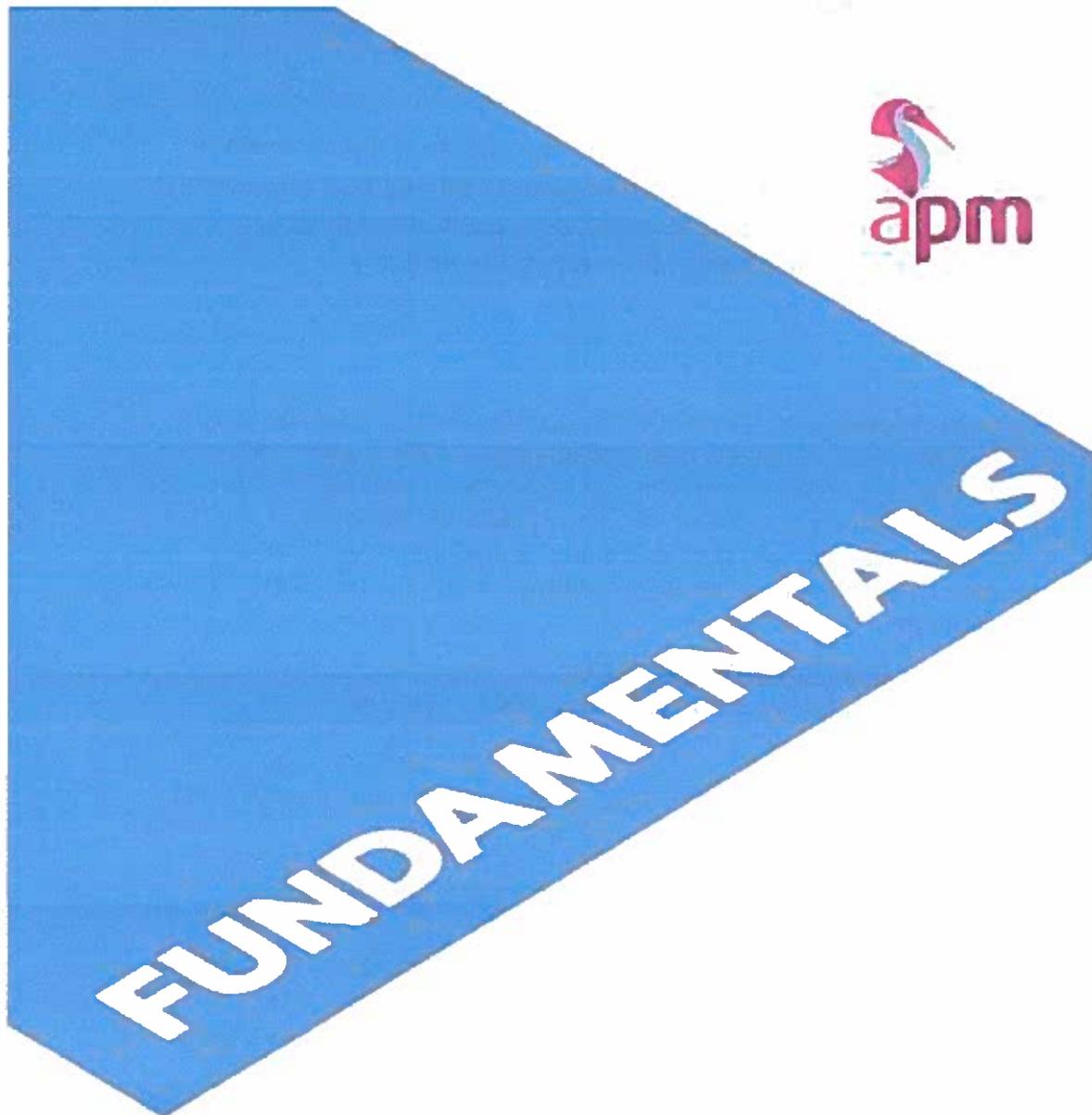
Given this is a 2 day course that has to meet a syllabus and exam, the focus is on the basics, but the trainer having the knowledge to be able to answer any kind of question from any industry.

The syllabus we follow is the standard APM PFQ syllabus, which details all the areas that are covered in detail, and is provided by the APM.

A copy is attached as Appendix 1 PFQ Syllabus, and the classroom agenda is Appendix 2 PFQ Timetable

Question 4: Delivery plan and timescales	Question Weighting
<p>Please describe your delivery plan from the date the contract is awarded and the measures your organisation will take to ensure a smooth transition to accessing the service. Include in your response an implementation plan timetable and any key milestones.</p> <p>Evaluation Intention: The tender response should demonstrate that the Tenderer has a delivery plan that integrates with the method statement(s); is able to identify key programme milestones with approximate timescales for key activities, includes flexibility surrounding situations of over and under subscription, and has the organisational capacity to undertake the work given other commitments and contingencies.</p> <p>Supporting Attachments Required:</p> <ul style="list-style-type: none"> Proposed Delivery Plan with associated timelines <p>Response:</p> <p>On contract award you will be allocated an account manager, [REDACTED] who will work with CQC to plan out reporting guidelines, training events and milestones to be met. The first stage will be to arrange a meeting to kick off the contract, and agree the delivery plan, responsibilities, milestones and timeline.</p> <p>The attached delivery plan shows more detail on the timing and execution of the courses.</p> <p>We have provisionally booked dates for the proposed courses, and detailed out the milestones for each course in terms of pre and post shipments of materials. Currently we can train on these dates, however we are flexible and can change them if required.</p> <p>We understand things change, numbers fluctuate and nothing quite ever happen as planned, so we are very adaptive in our approach. If you wish to move students between courses, or move dates or locations then we will be as flexible as we can to accommodate this at no charge. We can work within your terms and conditions as outlined in the tender.</p> <p>Whilst we have proposed [REDACTED] we have 3 other very experienced APM PFQ trainers, which we could call on if required.</p> <p>We have attached a delivery plan as appendix 3 – which shows the major activities for each of the courses.</p> <p>Your account manager will deal with CQC day to day, and arrange meetings and calls as required for the smooth operation of the course plan.</p>	<p>15%</p>

Appendix 1 to Schedule 1: PFQ Syllabus



APM Project Fundamentals Qualification

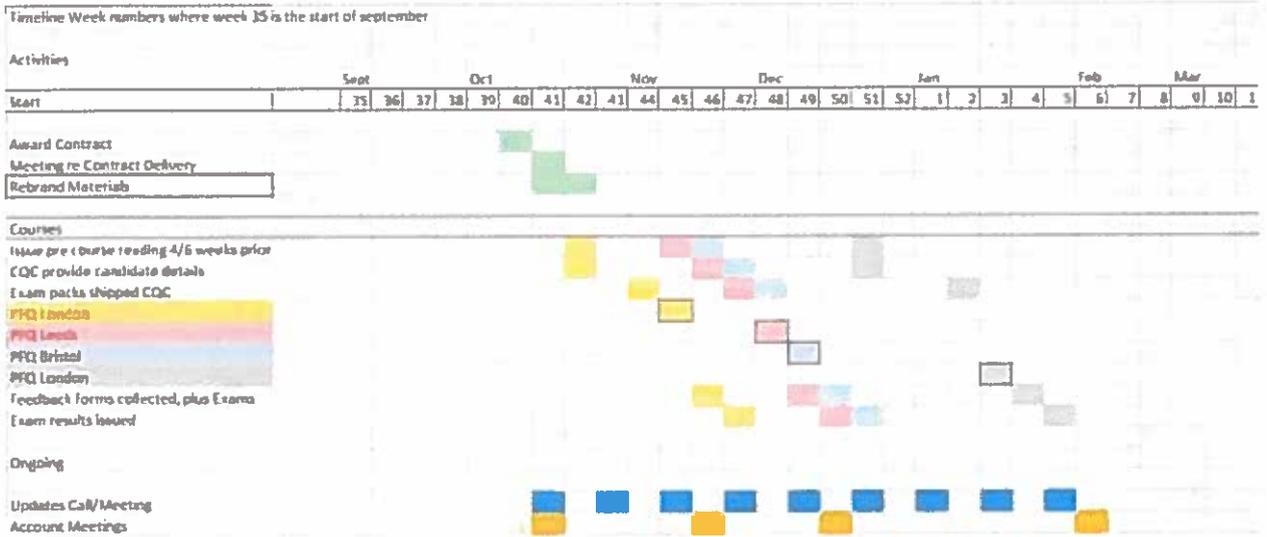
Syllabus, learning outcomes and assessment criteria
aligned to the *APM Body of Knowledge 6th edition*

<https://www.apm.org.uk/media/2397/pfq-syllabus-against-the-apm-body-of-knowledge-6th-edition.pdf>

Appendix 2 to Schedule 1: PFQ Timetable

Training Bytesize APM-IC - 2 Day schedule			
Time	Day 1 - Homework	Day 2 Exam need ID	Misc topics to cover on Day 1
Prep	Room, projector, notes & refresh 9:05	How did it go? & ID Check!	Check done for course work - and 10 questions. If not done, need to catch up tonight - have copy if needed.
Start 9am	Introductory & Check Pre-Course	Homework - 30mins only (can finish)	Export Homework score to notes (from 15 to 50) and v1.0!
10am	1. Projects, Programmes & Portfolios <i>Act 1 (start slide 47)</i>	4. Fresh session - Work Content & Scope Management Get to at least Estimating	APM-IC prepares you to work in a Project Team, or PMO. The Knowledge based.
Coffee 10:45am		5. Risk & Procurement <i>Act 1 (start slide 55)</i>	
11am	2. Project Context & Lifecycle	1. Quality Management	Exam Hints & Tips: 1. WTTQ 2. Answer all allocated questions 3. Write your response on a separate sheet 4. Watch for 'best' & 'best' as one may be more right than others 5. Structure your answer
12noon	3. Stakeholder Management <i>Act 1 (start before lunch)</i>	2. Change Control 3. Configuration Management 11. Project Review Mgmt <i>Act 1 (start slide 174)</i>	
Lunch	12:45 to 1:15	(1.30 max) put back to desks	Lunch 30mins, max 45mins
1:30pm	4. Roles & Responsibilities <i>Act 2 (after slide 44 or 50)</i>	12. Teams, Leadership & Communications STOP at 2pm	2pm - Candidates Feedback form & leave the exam room (APMP sample paper questions OR self study OR coffee / relax)
2:30pm	5. Business Case & Project Management Plan	Get up exam room (20mins), clock, water Registration briefing (20mins)	2:55pm - Candidates back in the room for Registrar briefing
Coffee 2:45pm			3:15pm Exam starts
3:30pm	6. Start session - Work Content & Scope Management <i>Act 3 (after slide 67)</i>	The APM-IC Exam 3:15pm to 4:15pm (Run by APM Registrar)	
4:30pm	Get to at least Estimating	Collect Papers & Unofficials	
5:00pm	<i>Act 4/5 (after slide 81, pass Day 2)</i> <i>Act 1 (start slide 69)</i>		
Homework	Bytesize Exam 60 questions, ? take another look at CPA		

Appendix 3 to Schedule 1: Delivery Plan



Schedule 2: Pricing

Price table – Commercial Schedule

Course and Exam Costs: APM Project Fundamentals Qualifications (PFQ) Certificate	Programme Design and Delivery	Cost per Delegate (Inclusive of VAT) (£)	Estimated number of training events	Estimated delegate numbers	Total Cost (cost per Delegate x est. training dates x estimated delegate numbers) (inc. VAT) (£)	Comments
	TOTAL COST (£ inclusive of VAT):					£18,140.00

End of document ■

Schedule 3: Change Control Note

To be used for contract variation:-

CONTRACT CHANGE NOTE:	
Title of Change:	
Effective Date:	
Date of expiry of validity of CCN:	
Reasons for Change:	
Impact of Change: (Including payment profile, Terms of Contract, Operational impact)	
Overall Timetable:	
Charges:	

Required Changes to the text of the Contract:	
Originator:	Name: Title: Signed: Date:
Care Quality Commission (CQC) - AUTHORITY Signatory	Name: Title: Signed: Date:
INSERT CONTRACTOR NAME - CONTRACTOR Signatory	Name: Title: Signed: Date:
Response	Accept Decline

