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**Contract (Short Form – Services)
Contract for Generic Report Writing Course
for CQC Personnel**

Contract Reference CQC LD 147

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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) Plain Words Limited (“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;
"Firm Price"	means the Contractor undertakes the Contract for a total, all-inclusive price that will not change;
"Fixed Price"	means the Contractor undertakes the initial period of the Contract for a total, all-inclusive price that will not change;
"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 or shall come into being and, notwithstanding any rights granted pursuant to the Contract, the Customer retains the right at any time to use any premises owned or occupied by it in any manner it sees fit.
- 6.10 Should the Contractor require modifications to the Premises, such modifications shall be subject to prior Approval and shall be carried out by the Customer at the Contractor's expense. The Customer shall undertake

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

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

7 Staff and Key Personnel

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

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

and the Contractor shall comply with any such notice.

- 7.2 The Contractor shall:

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

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

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

8 Assignment and sub-contracting

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

9 Intellectual Property Rights

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

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

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

10 Governance and Records

- 10.1 The Contractor shall:

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

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

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

11 Confidentiality, Transparency and Publicity

- 11.1 Subject to clause 11.2, each Party shall:

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

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

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

- 11.2.1 where disclosure is required by applicable law or by a court of competent jurisdiction;
- 11.2.2 to its auditors or for the purposes of regulatory requirements;
- 11.2.3 on a confidential basis, to its professional advisers;
- 11.2.4 to the Serious Fraud Office where the Party has reasonable grounds to believe that the other Party is involved in activity that may constitute a criminal offence under the Bribery Act 2010;
- 11.2.5 where the receiving Party is the Contractor, to the Staff on a need to know basis to enable performance of the Contractor's obligations under the Agreement provided that the Contractor shall procure that any Staff to whom it discloses Confidential Information pursuant to this clause 11.2.5 shall observe the Contractor's confidentiality obligations under the Agreement; and
- 11.2.6 where the receiving Party is the Customer:
 - a) on a confidential basis to the employees, agents, consultants and contractors of the Customer;
 - b) on a confidential basis to any other Central Government Body, any successor body to a Central Government Body or any company to which the Customer transfers or proposes to transfer all or any part of its business;
 - c) to the extent that the Customer (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions; or
 - d) in accordance with clause 12.

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

- 11.3 The Parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of the Agreement is not Confidential Information and the Contractor hereby gives its consent for the Customer to publish this Agreement in its entirety to the general public (but with any information that is exempt from disclosure in accordance with the FOIA redacted) including any changes to the Agreement agreed from time to time. The Customer may consult with the Contractor to inform its decision regarding any redactions but shall have the final decision

in its absolute discretion whether any of the content of the Agreement is exempt from disclosure in accordance with the provisions of the FOIA.

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

12 Freedom of Information

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

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

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

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

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

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

- 12.3 Notwithstanding any other provision in the Agreement, the Customer shall be responsible for determining in its absolute discretion whether any Information relating to the Contractor or the Services is exempt from disclosure in

accordance with the FOIA and/or the Environmental Information Regulations 2004.

13 Protection of Personal Data and Security of Data

13.1 The Contractor shall, and shall procure that all Staff shall, comply with any notification requirements under the DPA and both Parties shall duly observe all their obligations under the DPA which arise in connection with the Agreement.

13.2 Notwithstanding the general obligation in clause 13.1, where the Contractor is processing Personal Data for the Customer as a data processor (as defined by the DPA) the Contractor shall:

13.2.1 process the Personal Data only in accordance with instructions from the Customer (which may be specific instructions or instructions of a general nature) as set out in this Contract or as otherwise notified by the Customer;

13.2.2 comply with all applicable laws;

13.2.3 take reasonable steps to ensure the reliability of its staff and agents who may have access to the Personal Data;

13.2.4 obtain prior written consent from the Customer in order to transfer the Personal Data to any sub-contractor for the provision of the Services;

13.2.5 not cause or permit the Personal Data to be transferred outside of the European Economic Area without the prior consent of the Customer;

13.2.6 not disclose Personal Data to any third parties in any circumstances other than with the written consent of the Customer or in compliance with a legal obligation imposed upon the Customer;

13.2.7 ensure that it has in place appropriate technical and organisational measures to ensure the security of the Personal Data (and to guard against unauthorised or unlawful processing of the Personal Data and against accidental loss or destruction of, or damage to, the Personal Data), as required under the Seventh Data Protection Principle in Schedule 1 to the DPA;

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

13.2.9 promptly notify the Customer of:

- a) any breach of the security requirements of the Customer as referred to in clause 13.3; and
- b) any complaint or request for personal data; and

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

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

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

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

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

14 Liability and Insurance

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

14.2 Subject always to clauses 14.3 and 14.4:

14.2.1 the aggregate liability of the Contractor in respect of all defaults, claims, losses or damages howsoever caused, whether arising from breach of the Agreement, the supply or failure to supply of the Services, misrepresentation (whether tortious or statutory), tort (including negligence), breach of statutory duty or otherwise shall in

no event exceed a sum equal to 125% of the Charges paid or payable to the Contractor; and

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

- a) loss of profits;
- b) loss of business;
- c) loss of revenue;
- d) loss of or damage to goodwill;
- e) loss of savings (whether anticipated or otherwise); and/or
- f) any indirect, special or consequential loss or damage.

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

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

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

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

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

14.5 The Contractor shall hold:

- a) Employer's liability insurance providing an adequate level of cover in respect of all risks which may be incurred by the Contractor;
- b) Public liability with the minimum cover per claim of two million pounds (£2,000,000);
- c) Professional indemnity with the minimum cover per claim of one million pounds (£1,000,000);

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: [REDACTED]

Email: [REDACTED]

Fax: 03000 616171

21.3.2 For the Contractor: Plain Words Limited

Registered company number: 02812173

Registered Address: Plain Words House, 1 Curridge Green, Curridge Newbury, Berkshire, RG18 9EA

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...

Name

Position

Date

SIGNED for and on behalf of PLAIN WORDS LIMITED

Signature...

Name

Position

Date

Schedule 1: Specification and Tender Response Document

CQC Quotation Request

A series of one day training programmes on the generic principles and practice of report writing for 100 delegates to be delivered by end March 2018.

Why we require generic report writing training for CQC personnel?

CQC is the authoritative and independent regulator for health and social care services. We place extremely high value on the quality of every report produced by all our people. The continuing development of report writing skills for all employees throughout CQC is a learning and development priority during 2017- 2018. The Academy (CQC's Learning and Development team) has developed a series of bespoke learning solutions to meet identified learning needs across each of the CQC's 5 business directorates.

For some people working in 1 the 5 business directorates (Customer and Corporate Services Directorate (CCS)) we have identified that a commercially available, standardised, generic report writing skills training course is the most appropriate learning solution. We therefore require an external supplier to work under contract to deliver this learning solution on behalf of the Academy.

About CCS

CCS is a large, multi-location enabling directorate whose people are dispersed across England. It is made up of the following departments/directorates:

- National Customer Service Centre
- Digital Services
- Financial, Commercial and Infrastructure
- Governance/Legal
- People Directorate

Who is the course for?

Delegates will be drawn from across each of the directorates/departments above. We may also allocate a small number of places to personnel from our other business directorates. Staff will be nominated to attend the course by their line manager.

What do we require?

We require a high quality, standardised one day report writing course from a reputable supplier. The training approach should be sufficiently flexible to respond to the many

diverse types of report which delegates produce as part of their day to day work. This will help to maximise transfer of knowledge and skills learned.

The core learning outcomes for the course are:

- Understanding the audience needs and tailoring reports accordingly
- How to plan out a report
- How to structure a report to achieve the most compelling impact
- Using a writing style which follows the principles of plain English as well as CQC's House style guide.
- How to edit a draft report
- When to use graphics, images, appendices etc. to best effect

The precise wording and number of objectives may be amended as part of the contract start-up process with the selected supplier.

Where and when will the programme be delivered?

We require **100** places. The requisite number of courses (to be determined depending on maximum delegates per session) will be delivered at locations and dates agreed between the CQC and its chosen supplier.

The programme will be expected to begin in November 2017 and should be concluded by end March 2018.

Each event will be delivered at either CQC offices or other locations arranged by CQC. To maximise efficiencies training will take place at locations across England. A schedule of dates/training locations will be finalised with the selected supplier at contract start up. Suppliers must be able to deliver training at any or all of the following locations: Newcastle, Leeds, London.

We may, additionally require events to be offered at other locations, for example Birmingham.

What do we require from our selected supplier?

You will have a proven track record of delivery to personnel working in complex organisations. Additionally you will be familiar with offering a standardised programme to an audience of public sector workers drawn from across different departments/business areas.

You will have experience of delivering to a mixed group of staff who each may have 'niche' report writing duties (including, for example, writing project proposals, business case submissions, project update reports, HR reports, as well as being contributing authors to larger reports for internal/external audiences).

Your approach and delivery model will ensure that delegates receive a solid grounding in effective report writing skills. The training programme should equip participants with

transferable skills which can be applied to any given report writing tasks they may need to carry out.

Your approach to training will reflect our values of:

- ✓ Excellence
- ✓ Caring
- ✓ Integrity
- ✓ Teamwork

You will be committed to familiarising yourself with our values, mission and purpose. A copy of the CQCs Values Guide is attached (Annex 1).

What is the cost envelope for this programme?

This is a standardised programme widely available from a large number of suppliers. CQC are therefore seeking the most cost effective contract from a supplier who can meet the requirements above.

The total cost envelope, including VAT and all trainer expenses must not exceed **£15,000.00**

Further Considerations:

- All delivered learning resources and materials will have accompanying session plans with notes and these will be provided to CQC (see section 9 of our standard terms and conditions regarding intellectual property rights).
- All delivered learning materials will be provided to and agreed by CQC at least **12** working days prior to the delivery of a given workshop or event.
- All learning resources (PowerPoint Slideshows, Handouts etc.) are to be branded in the Academy's house style (electronic templates will be supplied for this purpose) by the training supplier before handover to CQC. This is to ensure that learners clearly identify the learning as an Academy managed product. A copy of the Academy branding is attached (Annex 2).
- The CQC promotes paperless working. All delegates have access to laptops and electronic data storage systems. Therefore, only the absolutely minimum necessary amount of printed resources should be made available. The quantity and cost of printed resources should be included in your tender submission. We reserve the right to exclude printing costs from your submission and print materials ourselves where this may be more cost effective.
- The contract will be subject to CQC Standard Terms and Conditions of Contract (Annex 3). Although the most cost effective solution will be the primary consideration CQC reserves the right not to bind itself to accepting the lowest/part or any quotation received under this exercise.

Proposal to Provide Report Writing Training

This document details our proposals to provide training in the general principles and practice of report writing to Care Quality Commission (CQC) personnel. It includes:

- Our understanding of your requirements
- Who we are
- Our approach and delivery model
- Examples of successful training & testimonies
- Personnel who will deliver your training

There is also a draft course outline and lesson plan in a separate document (Plain Words course outline & lesson plan-Report Writing pdf).

Our understanding of your requirements

The CQC is looking for a one-day report writing course for 100 personnel. The delegates largely come from the Customer and Corporate Services Department (CCS) which has five departments or directorates:

- National Customer Service Centre
- Digital Services
- Financial, Commercial and Infrastructure
- Governance/Legal
- People Directorate

The training needs to be flexible to cover the different types of report produced in these departments: financial, HR, customer service and other non-inspection reports or documents.

At the end of the training the delegates need to be able to:

- Tailor the report to the needs of the audience
- Plan a report
- Structure a report to maximise impact
- Write in Plain English and adhere to the CQC House Style
- Edit a draft report
- Use graphics, images and appendices effectively

Who we are

As a documentation and training specialist since 1991, Plain Words has created and delivered training courses in business and technical writing skills to a wide variety of commercial organisations and the public sector.

We have the largest catalogue of standard business writing courses of any training organisation: 27 face-to-face courses, five webinars and four self-study programmes. Our courses are regularly revised and updated to keep pace with the latest thinking in business writing. Our trainers are all professional writers with specific experience in the course subject.

As well as private courses, we offer open courses in London.

Each year we organise on average 160 events, delivered to over 1,400 delegates.

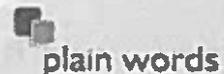
Helping people to communicate information in a clear, concise and appropriate way for the target audience is the core of our business.

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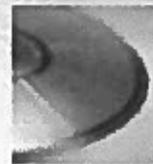
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Our approach and delivery model

This section explains how we work with you before, during and after the course, to meet your objectives, including these specific ones mentioned in your Invitation to Tender (ITT):

- Our approach to training should reflect your values.
- Delegates should receive a solid grounding in report writing skills.
- The training programme should equip participants with transferable skills.

Working with you

Creating the right training is about teamwork and cooperation, spending time at the outset to fully understand your requirements and objectives. We'll learn about the delegates, their differing roles, more about the kind of reports they write and what areas you feel need improvement. We'll also study a selection of reports so we become familiar with the range and diversity.

During this initial phase, all Plain Words' trainers and administrative staff will familiarise themselves with CQC's Values Guide so that we understand and can follow your ethos of Excellence, Caring, Integrity and Teamwork.

At the end of this phase we will send you a document with a suggested course outline (branded in the Academy's house style), with the objectives clearly defined and how we intend to achieve them. We'll also document how we plan to deliver the course, to ensure that you are happy with the approach.

We treat this document as a 'work in progress' at this stage and welcome your feedback.

 The course outline and lesson plan in the accompanying document is a starting point for further discussion.

Standard but flexible course content

Plain Words offers two standard report writing courses, both of which offer a solid grounding in report writing skills:

- *Structuring & Writing Reports* is our entry-level course, designed for delegates with no previous report writing experience, who have reached a stage in their careers that require them to start producing written business reports.
- *Business & Report Writing for Managers* is aimed at delegates who are already writing reports but want to revisit the basics, generally raise their game and ensure they are using best practice techniques. It is also frequently chosen by clients who need to achieve greater consistency from their experienced staff.

Both courses address some similar concepts, but content is pitched differently for each of the intended delegates, to take into account their different levels of experience.

Based on the information provided in your ITT, we feel the latter course is the best fit for your delegates.

To make a course as relevant as possible, even when offering a standard course, we carefully select the most appropriate modules and supplement or customise them where required.

Benefits

- Standard but flexible course content which gives a good grounding in report writing.
- Standard courses are tried and tested so you can be confident that they are effective.
- The modular approach makes customisation easy.

Exercises based on real reports

Our standard report writing courses include a variety of exercises that are designed to illustrate the learning points. We suggest creating some exercises that are specific to CQC. We will create two or three exercises per type of report, based on some sample reports that you send us. To avoid potential embarrassment to the writers of these samples we always change details that would make the document recognisable. We may exaggerate any mistakes to make the point of the exercise obvious.

Benefits

- The reports are familiar so the delegates can relate easily to the exercises.
- Different types of reports can be catered for using different exercises.
- Familiarity helps delegates to transfer knowledge to the workplace.

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Helping to transfer knowledge to the workplace

There are several ways that we help delegates to transfer what they have learnt on the course to the reports they write:

- Our **Personal Implementation Plan** allows delegates to record ideas in such a way that they can be easily applied to their day to day work. All too often good ideas can be forgotten once delegates are back at their desks. This plan is a reminder of what they have learnt and what they need to do to implement it.
- The **B.A.S.D.E.L.L. business writing model** gives delegates a framework to follow when creating reports or any other lengthy document. It takes them through the process in seven easy steps (one for each letter).
- **Plain Words Eight Principles of Good Writing** is a checklist of what constitutes clear, accurate and concise writing. A simple graphic provides an aide-memoire once delegates are back at their desks.

The above aides are provided as part of the course delivery. In addition, after the course, delegates can access, via our website, a series of free self-study programmes:

- **Apostrophe Catastrophe!** This short module demonstrates our fool-proof process for determining when and when not to use an apostrophe.
- **Eight Principles** is a reminder of Plain Words Eight Principles of Good Writing.
- Our new **Report Writing Essentials** self-study reminds delegates how to deliver what their readers want, and write quickly but clearly while keeping it lively and engaging.

Dynamic delivery tailored to delegates' needs

Pace

Unlike some suppliers, our courses are not scripted. While we have lesson plans, our trainers' in-depth knowledge of the subject enables them to use their judgment on the day to adjust the content and pace of the course according to the needs of the delegates.

Before the course

We send pre-course questionnaires to all delegates to find out their current level of expertise, what type of documents they produce and what they would like to get from the course. Trainers review the questionnaires so that they can adjust the emphasis of the course and exercises to make sure we cover the appropriate material to the relevant depth.

Trainers also discuss with the delegates at the start of the course their objectives and outcomes, and check throughout the day that objectives are being met.

On the day

The course is delivered in such a way as to cater for different learning needs. We usually use a mixture of slides, 'chalk and talk', exercises (both practical and written) and group discussions.

You need to train 100 personnel between November 2017 and March 2018. The maximum number of delegates we recommend per course is 15 which means that there will be seven courses in total over a period of four months. These courses will be delivered at various locations in the UK, including Newcastle, Leeds, London and Birmingham.

Plain Words is experienced in delivering courses in multiple locations for the same organisation. In fact, we have recently delivered courses in Leeds, London and Birmingham for CQC, using the same trainer (see *Examples of successful training & testimonials* below for details.) Over the period of a year, for a commercial client, we delivered 40 courses in 25 locations using four trainers.

Benefits

- Each course is tailored to meet the objectives of the delegates.
- The needs of different departments can be met by the same course.
- Trainers experienced in working together on large-scale training delivery to a deadline.
- Administrators experienced in organising logistics for multi-location delivery.

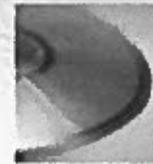
Paperless materials

As well as pre-course questionnaires we provide delegate handbooks, instant feedback forms and a feedback summary report. The delegate handbooks (and slides) will be branded in the Academy's house style.

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To save paper the questionnaires are on-line and the handbooks, including the exercises, are sent to you in PDF format. The feedback summary report is emailed to you after the course. The exercise answers will be provided by the trainer on the day and will be available on our website after the training for delegates to download if they wish.

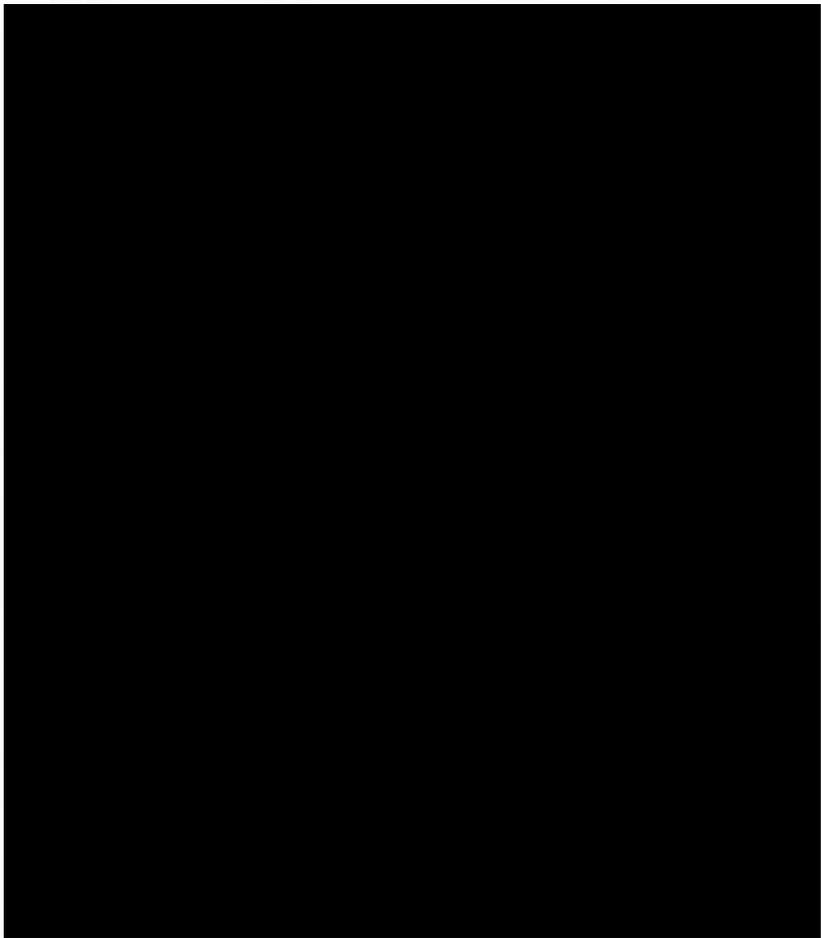
Quality control

We have a comprehensive, documented and effective Quality Control system that covers performance, staff selection, training and non-conformance. Please let me know if you require further details.

Examples of successful training & testimonies

Plain Words is very proud of its client list and the large amount of repeat business we receive. Here are some examples of training we have delivered that match the criteria mentioned in your ITT, namely:

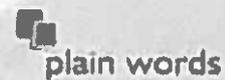
- Delivery to personnel working in complex organisations
- Standard programme delivered to public sector workers from different departments
- Delivery to a mixed group of staff who may have 'niche' report writing duties

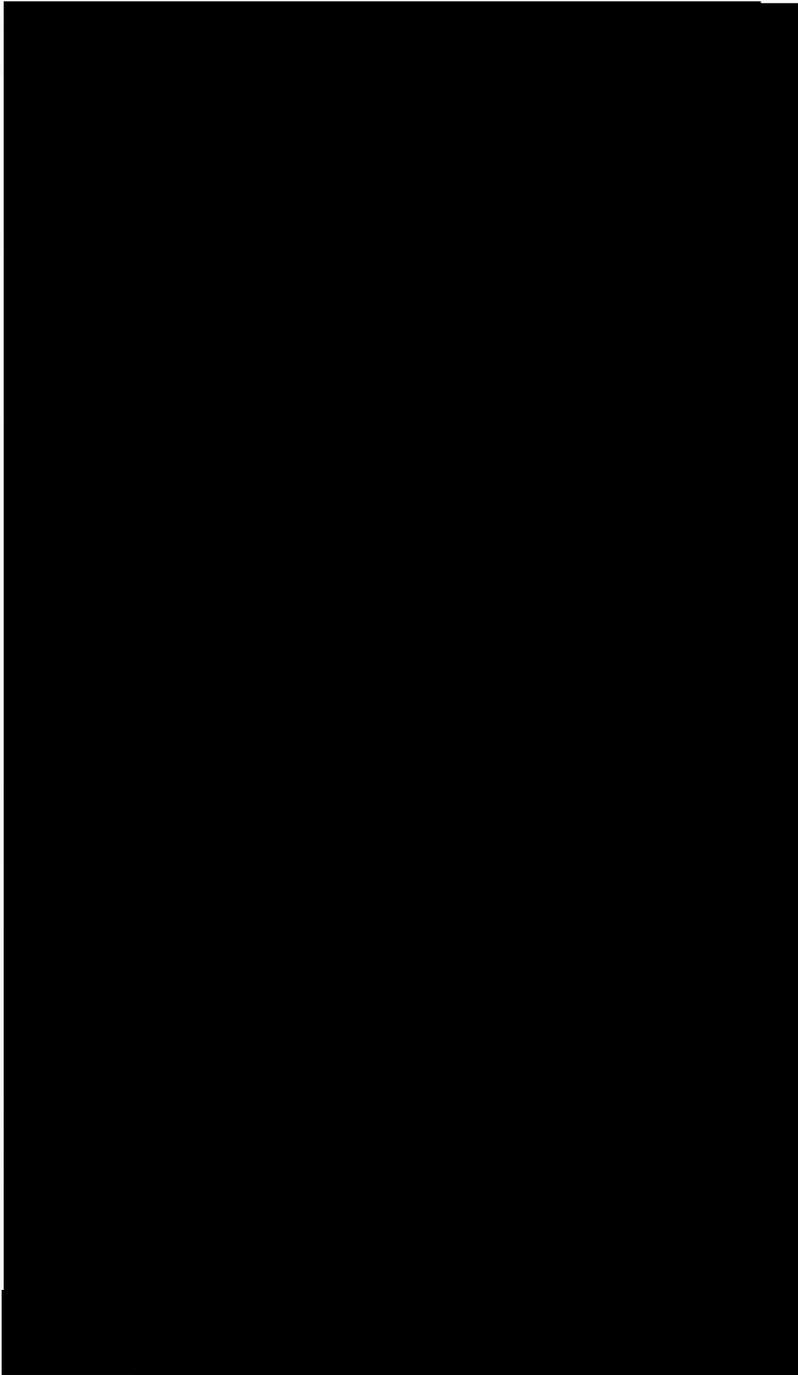


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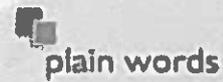


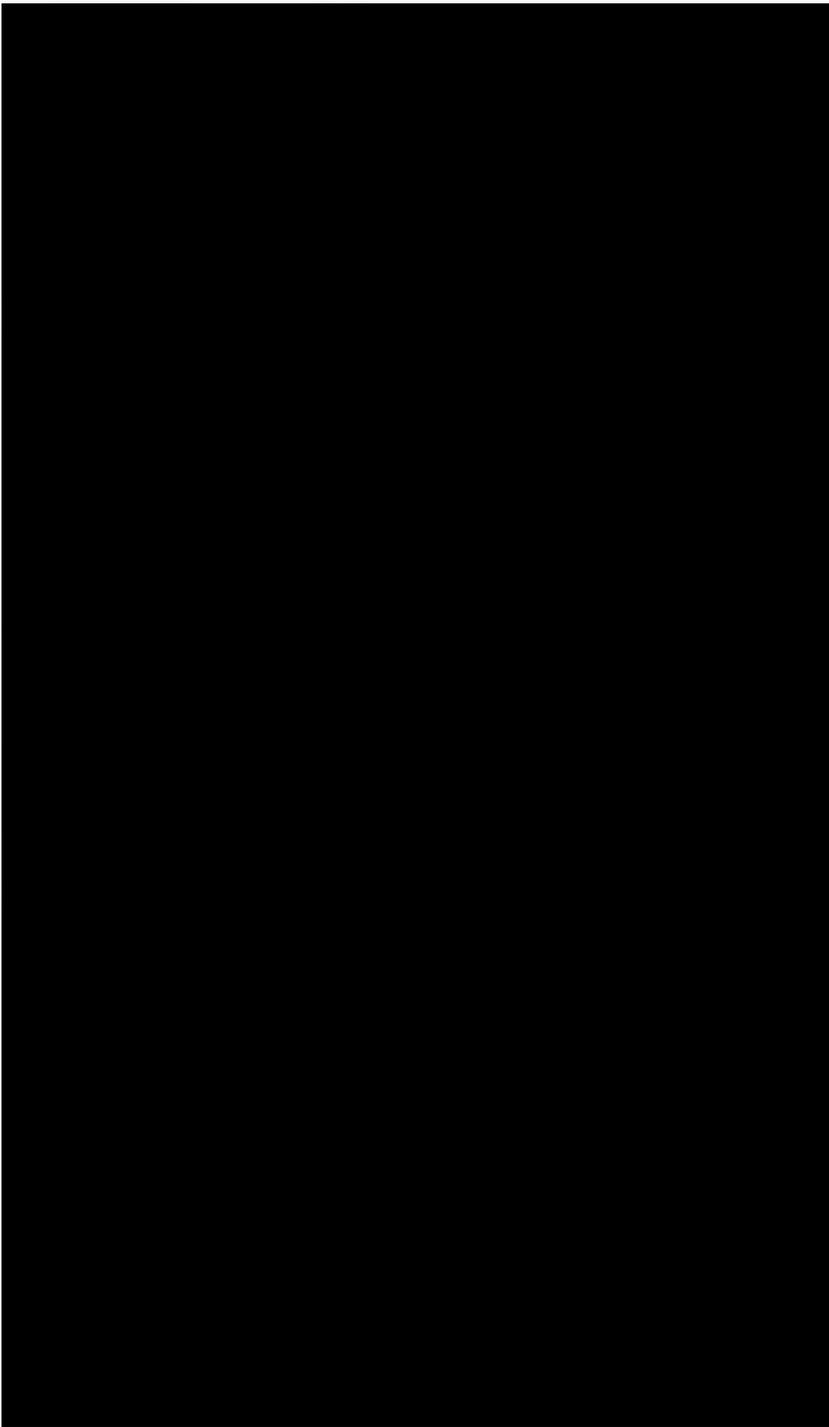


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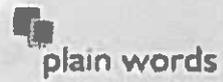


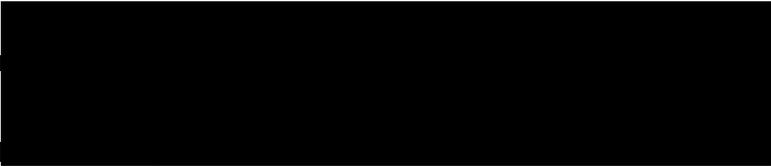


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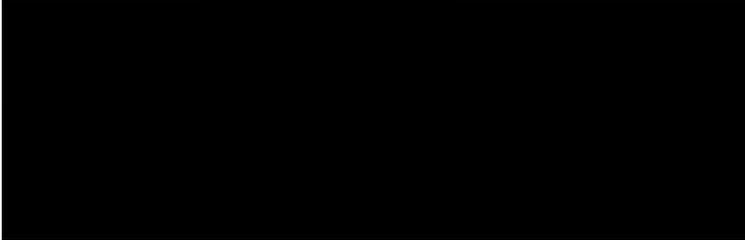
Personnel who will deliver your training

One of our major strengths is that all Plain Words trainers are business and technical writers as well as training professionals, rather than teachers who have moved into the private sector. They understand the pressures of producing different types of reports on a regular basis to a high standard.

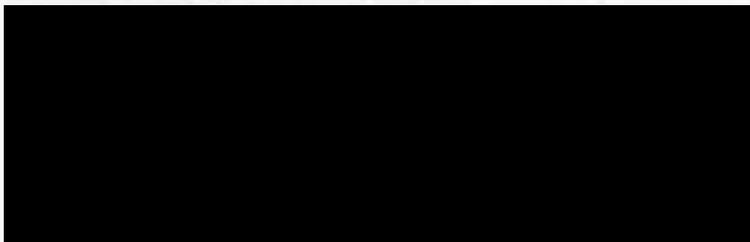
All our trainers have experience of delivering training in large and complex organisations where the delegates' needs are varied. The lead trainer for this project will be our Senior Trainer, [redacted] will work with you at the start of the project to define objectives and outcomes, and confirm the outline and lesson plan. A second trainer, [redacted] will work with [redacted] on the training delivery.

We have a pool of four further trainers, experienced in report writing, who can be called on to help deliver the training if required. All four trainers have been part of the Plain Words team for over ten years and have worked with [redacted] and [redacted] on other projects.

Lead trainer – [redacted]



Additional trainer – [redacted]



Report Writing Course – Outline & Lesson Plan

Report Writing is a working title. We suggest that we discuss with you a suitable course name. Ideally, it needs to reflect your organisation's ethos, fit with other courses the Academy offers, set the right expectations and appeal to the delegates.

The modules below are from our *Standard Business & Report Writing for Managers* course. It is offered as both a one-day course and a two-day workshop, with core modules and supplementary ones, making it both flexible and comprehensive.

In the one-day course we cover the core modules and one or two supplementary ones. The core modules, with the addition of 'When words are not enough' from the supplementary modules, cover all the objectives detailed in your Invitation to Tender.

For details of how this course meets your objectives please see the comments below in *italics*.

The timings below are approximate, as our trainers adjust the pace throughout the day in response to the needs of each group.

☞ For details of our approach and delivery model, examples of successful training and testimonies, and details of personnel who will deliver your training, please see the accompanying document [Proposal from Plain Words for report writing training.pdf](#)

10:00 – 10:30

1. A framework for success

The aim of this module is to give delegates a solid grounding in good practice for writing any kind of report, proposal or business case.

We will also introduce CQC's House Style Guide here and explain what writing with impact means: well structured, clear and well laid out, easy to understand.

- The BASDELL business writing model – a model of the process to create effective business documents

10:30 – 11:00

2. Understanding your brief

This module helps you plan your report by analysing the purpose, focusing on what is essential and then setting an objective. The type of reports discussed can vary from course to course and will reflect the ones the delegates write.

- What's the purpose of a financial/HR/customer service/other non-inspection report?
- Assessing the issues and focusing on the essentials
- Setting a clear objective to save you time and effort
- Building on the skills you have and developing the skills of your staff

11:00 – 11:30

3. Analysing your audience

This module explains how to understand what your audience needs and tailor your report to meet it.

- Questions you need to ask yourself about your readers
- Producing a clear set of guidelines on what response you want from each reader
- Understanding different readers and giving them what they need—and in their preferred style and format

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11:30 - 11:45 Morning break

11:45 - 12:30

4. Designing your structure

This module shows alternative ways to create a structure that is based on your plan (module 2) and audience analysis (module 3).

- The benefits of structuring before you start writing
- Using techniques like mind mapping™ or Word™ Outline View to sequence and structure your material
- Ensuring your structure supports and delivers what you want from your audience
- Breaking the job down into manageable chunks

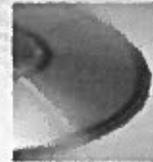


12:30 - 13:00

5. Creating your executive summary

Many long reports as well as proposals and business cases require an executive summary. This module could be included or removed according to the requirements of the delegates on the day.

- What is the purpose of the executive summary?
- Why it's the most important part of your report
- How to structure your executive summary
- What are the most important things to include?



13:00 - 14:00 Lunch

14:00 - 15:00

6. Developing your style

Here we show delegates the importance of writing clearly, concisely and accurately. We will also reference the CQC House Style.

- Plain Words' eight principles for clear writing
- How to keep sentences short and simple—even though the content is complex
- Writing to express not impress!
- How to write in terms your reader will relate to
- How to use variety in your writing without confusing your reader

15:00 - 15:15 Afternoon break

15:30 - 16:00

7. Making your arguments persuasive

This module will be particularly useful for delegates needing to write project proposals or business case submissions.

- What are the principles of persuasive writing?
- Explaining the problem to get readers on-side
- Anticipating and overcoming objections
- Subjective versus objective justifications—what's best when?
- How can your overall structure support your arguments?



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16:00 - 16:15

8. When words are not enough

This module shows how to use a range of graphics to the best effect. We will follow your style for charts, diagrams and tables as specified in the CQC House Style.

- When and how to use graphics—pictures, screen shots, diagrams, flow charts, tables, graphs, etc.
- How to present numerical data
- Things to check when including illustrations

16:15 - 17:00

9. Drafting and polishing your words

We encourage delegates to write freely and then polish afterwards. Here we give them practical tools to help with editing drafts, as well as common mistakes to avoid. If you are a contributing author to a larger report, this module explains how to achieve a consistent voice.

- The mindset for drafting—how to avoid writer's block
- A top-down approach to improving your text
- Ensuring that you achieve maximum impact—things to check when editing your draft
- Common mistakes you can avoid—sentence fragments and run-on sentences
- Merging different writing styles from contributors and ensuring a consistent voice
- Getting the most from your headings
- Hints for proofreading

☞ At the start of the project the Lead Trainer will discuss with you whether any of the remaining supplementary modules—in whole or in part—are relevant.

A. Writing SMART recommendations

- Why use SMART recommendations?
- Creating Specific, Measurable, Achievable, Realistic and Time-framed recommendations

B. Creating professional emails

- Plain Words' seven principles to ensure your emails are professional
- Staying on top of your inbox

C. Write winning bids

- Meeting customer requirements—analysing the ITT
- Making your bid a winner—understanding what people are looking for

D. Crafting presentations that work

- Planning for your content and audience
- The best order for creating your presentation
- Notes, handouts and visual aids—what works, what doesn't
- Different presentation styles—avoiding death by PowerPoint

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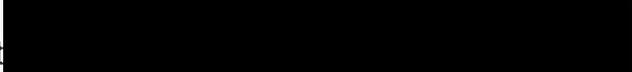
Schedule 2: Pricing

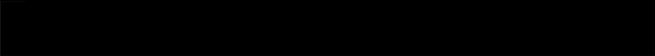
DECLARATION

I/We hereby offer to provide the services as specified in the Price Schedule in accordance with the CQC's Conditions of Contract contained in this document.

Prices will remain firm for 12 months.

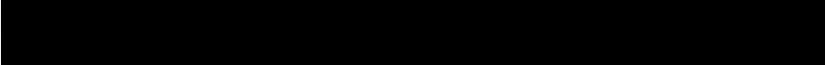
Trading Name...Plain Words Limited.....

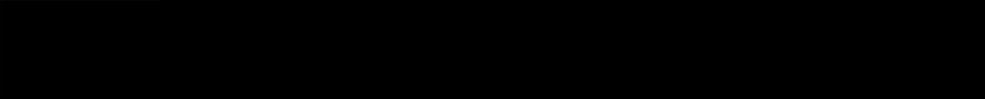
Contact .....

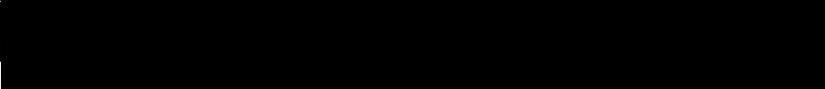
Tel ... 

Fax

Address...Plain Words House, 1 Curridge Green, Curridge, Thatcham, Berks
RG18 9EA

Bank Account number 

Signature. 

Name (please print)... 

Date...15th September 2017...

Please complete Table A below, detailing a breakdown of days / costs for delivery of all objectives.

- All prices shall be fixed and firm for the duration of the contract
- All travel and subsistence costs must be detailed below.
- All costs must be inclusive of VAT

Objective	Number of Days (£)	Fixed Costs (inc. VAT) (£)	Other Costs (inc. Vat) (£)	Total Costs (inc. VAT) (£)	Comments
1. Programme Development	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
2. Programme Delivery	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
3. Materials	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

4. Travel and Subsistence									
5. Any other costs (please detail in the comments sections)									
TOTAL COST (£ inclusive of VAT)									£13,642

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:	

