

Contract (Short Form – Services)

**Contract for the provision of Recruitment for
Market Research, Fieldwork, Consultation and
Engagement Services – Qualitative**

Contract Reference CQC EP&S 010

June 2022

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THIS CONTRACT is dated 24th of June 2022

PARTIES

- (1) **CARE QUALITY COMMISSION** of Citygate, Gallowgate, Newcastle Upon Tyne, NE1 4PA (**“Authority”**)
- and
- (2) Research Works Ltd: Regency House, Quadrant Business Centre, 219a Hatfield Road, St. Albans , Hertfordshire , AL1 4TB (**“Contractor”**)
- (Together the **“Parties”**)

Background

1. The Authority is the independent health and social care regulator in England that monitors, inspects and regulates health and social care services to ensure they meet fundamental standards of quality and safety. It ensures health and social care services provide people with safe, effective, compassionate, high-quality care and we encourage care services to improve.
2. In order to perform Recruitment for Market Research, Fieldwork, Consultation and Engagement Services – Qualitative
3. The Contractor has been appointed by the Authority to provide the Services.
4. Therefore the Parties have agreed to enter into this Contract for the provision of the services defined in the Specifications.

1 Interpretation

1.1 In these terms and conditions:

“Approval”	means the written consent of the Authority;
“Authority”	means the Care Quality Commission;
“Authority Data”	<p>means:</p> <ul style="list-style-type: none">(a) the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, and which are: (i) supplied to the Contractor by or on behalf of the Authority; or (ii) which the Contractor is required to generate, process, store or transmit pursuant to the Contract; or(b) any Personal Data for which the Authority is the Data Controller;
“Award Letter”	means the letter from the Authority to the Contractor containing these terms and conditions;
“Anti-Slavery and Human Trafficking Laws”	means all applicable anti-slavery and human trafficking laws, statutes, regulations, p to time in force including butnot limited to the Modern Slavery Act 2015;
“Breach of Security”	means the occurrence of unauthorised access to or use of the Premises, the P Contractor system, or any ICT or data(including Authority Data) used by the Au connectionwith the Contract;
“Central Government Body”	<p>means a body listed in one of the following sub-categories of the Central Government Sector Classification Guide, as published and amended from time to time by the Office</p> <ul style="list-style-type: none">(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;
“Change Control Notice”	means a change control notice in the form set out in Schedule 6;

(“CCN”)

“Contract” means the contract consisting of these terms and conditions, any attached Schedule including Specification, the Tender Response and Award Letter between the Authority

“Contract Period” shall mean the Term of the Contract;

“Confidential Information” means all information, whether written or oral (however recorded), provided by the receiving Party and which (i) is known by the receiving Party to be confidential; (ii) is 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;

“Contractor’s Response” means the document submitted by the Contractor to the Authority in response to suppliers for formal offers to supply the Services appended hereto in Schedule 3;

“Contractor System” means the information and communications technology system used by the Contractor for the Services including the Software, the Contractor Equipment and related cabling (the Contractor System);

“Controller, Processor, Data Subject, Personal Data, Personal Data Breach and Data Protection Officer” shall each have the same meaning given in the GDPR;

“Data Protection Legislation” means (i) the GDPR, the LED and any applicable national implementing Laws as amended; (ii) the DPA 2018 [subject to Royal Assent] to the extent that it relates to the processing of Personal Data; (iii) all applicable Law about the processing of Personal Data and privacy;

“Data Loss Event” means any event that results, or may result, in unauthorised access to Personal Data under this Contract and/or actual or potential loss and/or destruction of Personal Data including any Personal Data Breach;

“Data Protection Impact Assessment” means an assessment by the Controller of the impact of the envisaged processing of Personal Data;

“Data Subject Request” means a request made by or on behalf of, a Data Subject in accordance with rights granted to Data Subjects under applicable Law;

Request”	Protection Legislation to access his or her Personal Data;
“DPA”	means the Data Protection Act 2018 and any subordinate legislation made under together with any guidance and/or codes of practice issued by the Information government department in relation to such legislation;
“Default”	means any breach of the obligations of the relevant Party (including abandonment of terms, repudiatory breach or breach of a fundamental term) or any other default, a statement of the relevant Party or the Staff in connection with the subject-matter of th which such Party is liable to the other;
“Expiry Date”	means the date for expiry of the Contract as set out in the Award Letter;
“FOIA”	means the Freedom of Information Act 2000;
“GDPR”	means the General Data Protection Regulation (<i>Regulation (EU) 2016/679</i> ;
“Good Industry Practice”	means standards, practices, methods and procedures conforming to the Law and th diligence, prudence and foresight which would reasonably and ordinarily be ex experienced person or body engaged in a similar type of undertaking under the same
“Information”	has the meaning given under section 84 of the FOIA;
“Joint Controllers”	means where two or more Controllers jointly determine the purposes and means of pr
“Key Personnel”	means any persons specified as such in the Specification or Contract otherwise notif to the Contractor in writing;
“Law”	means any law, statute, subordinate legislation within the meaning of section 21(1) of bye-law, enforceable right within the meaning of section 2 of the European Commu order, regulatory policy, mandatory guidance or code of practice, judgment of a releva or requirements of any Regulatory Body with which the Contractor is bound to comply
“LED”	means Law Enforcement Directive (<i>Directive (EU) 2016/680</i>)
“Loss”	means any losses, costs, price, expenses, interest, fees (including legal fees), pay claims, proceedings, actions, penalties, price, fines, damages, destruction, adverse sanctions and the term “ Losses ” shall be construed accordingly;
“Party”	means the Contractor or the Authority (as appropriate) and “Parties” shall mean both
“Premises”	means the location where the Services are to be supplied, as set out in the Specificat
“Price”	means the price (excluding any applicable VAT) payable to the Contractor by the Auth

	set out in Schedule 3 for the full and proper performance by the Contractor of its obligations;
“Pricing Schedule”	means Schedule 3 containing details of the Price;
“Processing”	has the meaning given to it in the Data Protection Legislation but, for the purposes of this Contract, both manual and automatic processing and "Process" and "Processed" shall be interpreted as including processing by the Contractor;
“Processor Personnel”	means all directors, officers, employees, agents, consultants and contractors of the Processor engaged in the performance of its obligations under this Contract;
“Prohibited Act”	<p>means:</p> <ul style="list-style-type: none"> (a) to directly or indirectly offer, promise or give any person working for or on behalf of the Contractor a financial or other advantage to: <ul style="list-style-type: none"> i) induce that person to perform improperly a relevant function or activity; ii) reward that person for improper performance of a relevant function or activity; (b) to directly or indirectly request, agree to receive or accept any financial inducement or a reward for improper performance of a relevant function or activity under this Contract; (c) an offence: <ul style="list-style-type: none"> i) under the Bribery Act 2010 (or any legislation repealed or revoked or replaced by the Bribery Act 2010); ii) under legislation or common law concerning fraudulent acts; or iii) the defrauding, attempting to defraud or conspiring to defraud the Contractor; <p>any activity, practice or conduct which would constitute one of the offences listed under (a), (b) or (c) if that practice or conduct has been carried out in the UK;</p>
“Protective Measures”	means appropriate technical and organisational measures which include: pseudonymisation of Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring availability of and access to Personal Data can be restored in a timely manner after an incident, assessing and evaluating the effectiveness of the such measures adopted by it and the Contractor in Schedule 5 (Security Requirements and Plan);
“Purchase Order Number”	means the Authority’s unique number relating to the supply of the Services by the Contractor in accordance with the terms of the Contract;
“Relevant Requirements”	means all applicable Law relating to bribery, corruption and fraud, including the guidance issued by the Secretary of State for Justice pursuant to section 9 of the Bribery Act 2010;

“Replacement Contractor”	means any third party supplier appointed by the Authority to supply any services which are any of the Services in substitution for any of the Services following the expiry, termination or completion of the Contract;
“Request for Information”	has the meaning set out in the FOIA or the Environmental Information Regulations 2004 (the meaning set out for the term “request” shall apply);
“Schedule”	means a schedule attached to, and forming part of, the Contract;
“Security Plan”	means the Contractor’s security plan prepared pursuant to paragraph 3 of Schedule 5 (the Security Plan and Plan), an outline of which is set out in an Appendix to Schedule 5;
“Security Policy Framework”	means the HMG Security Policy Framework (https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/61111/Security-Policy-Framework-v1.1.doc.pdf)
“Services”	means the services to be supplied by the Contractor to the Authority under the Contract;
“Specification”	means the specification for the Services (including as to quantity, description and quality) as set out and appended hereto in Schedule 1;
“Staff”	means all directors, officers, employees, agents, consultants and contractors of the Contractor or any subcontractor of the Contractor engaged in the performance of the Contractor’s obligations under the Contract;
“Staff Vetting Procedures”	means vetting procedures that accord with good industry practice or, where required, the Authority’s procedures for the vetting of personnel as provided to the Contractor from time to time;
“Sub-Contractor”	means a third party directly or indirectly contracted to the Contractor (irrespective of whether it is an agent or company within the same group of companies as the Contractor) whose services are provided to the Contractor (either directly or indirectly) in connection with the provision of the Services under the Contract; to be construed accordingly;
“Sub-processor”	means any third Party appointed to process Personal Data on behalf of the Processor;
“Supplier Code of Conduct”	means the HM Government Contractor Code of Conduct dated September 2017;
“Term”	means the period from the start date of the Contract set out in the Award Letter to the end date, which may be extended in accordance with clause 4.2 or terminated in accordance with the provisions of the Contract;
“Third Party”	means software which is proprietary to any third party which is or will be used by the Contractor in the performance of the Contract;

Software”	Services including the software and which is specified as such in Schedule 7;
“TUPE”	means the Transfer of Undertakings (Protection of Employment) Regulations 2006;
“VAT”	means value added tax in accordance with the provisions of the Value Added Tax Act
“Variation”	means a variation to the Specification, the Price or any of the terms and conditions of
“Working Day”	means a day (other than a Saturday or Sunday) on which banks are open for business

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 Contract;
- 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 Contract, 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 Authority’s agreement to pay the Price, the Contractor shall supply the Services to the Authority for the Term subject to and in accordance with the terms and conditions of the Contract.

3.2 In supplying the Services, the Contractor shall:

- 3.2.1 co-operate with the Authority in all matters relating to the Services and comply with all the Authority’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 Contract;
 - 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 Authority 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 Price shall be subject to fair and reasonable adjustment to be agreed in writing between the Authority and the Contractor.
- 3.4 Any Variation will not take effect unless recorded in a Change Control Notice in the form set out in Schedule 6 and approved in writing by the Authority.

4 Term

- 4.1 The Contract shall take effect on the date specified in Award Letter and shall expire on the Expiry Date, 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 Authority may extend the Contract for a period of 1 year and another year there after depending on performance by giving not less than **3 months' notice on each occasion** in writing to the Contractor prior to the Expiry Date. The terms and conditions of the Contract shall apply throughout any such extended period.

5 Price, Payment and Recovery of Sums Due

- 5.1 The Price for the Services shall be as set out in the 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 Authority, the Price 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 Authority as specified in Schedule 2. Each invoice shall include such supporting information required by the Authority 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 Authority 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 Authority may, without prejudice to any other rights and remedies under the Contract, 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 Authority 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 Authority shall pay the undisputed amount. The Contractor shall not suspend the supply of the Services unless the Contractor is entitled to terminate the Contract 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 Authority by the due date, then the Authority 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 Contract (including any sum which the Contractor is liable to pay to the Authority in respect of any breach of the Contract), that sum may be deducted unilaterally by the Authority from any sum then due, or which may come due, to the Contractor under the Contract or under any other agreement or contract with the Authority. The Contractor shall not be entitled to assert any credit, set-off or counterclaim against the Authority 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 Contract 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 Contract.
 - 5.8.3 In this clause 5.8 'sub-contract' means a contract between two or more Contractors, at any stage of remoteness from the Authority 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 Contract.

6 Premises and equipment

- 6.1 If necessary, the Authority 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 Authority'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 Authority's premises, on completion of the Services or termination or expiry of the Contract

(whichever is the earlier) the Contractor shall vacate the Authority'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 Authority's premises in a clean, safe and tidy condition. The Contractor shall be solely responsible for making good any damage to the Authority's premises or any objects contained on the Authority'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 Authority 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 Authority shall be responsible for maintaining the security of its premises in accordance with its standard security requirements. While on the Authority's premises the Contractor shall, and shall procure that all Staff shall, comply with all the Authority'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 Authority in writing.
- 6.6 Without prejudice to clause 3.2.6, any equipment provided by the Authority for the purposes of the Contract shall remain the property of the Authority and shall be used by the Contractor and the Staff only for the purpose of carrying out the Contract. Such equipment shall be returned promptly to the Authority on expiry or termination of the Contract.
- 6.7 The Contractor shall reimburse the Authority 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 Authority shall be deemed to be in a good condition when received by the Contractor or relevant Staff unless the Authority 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 Authority 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 Authority 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 Authority 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 Authority at the Contractor's expense. The Authority shall undertake approved modification work without undue delay. Ownership of such modifications shall rest with the Authority.

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

7 Staff and Key Personnel

- 7.1 If the Authority reasonably believes that any of the Staff are unsuitable to undertake work in respect of the Contract, it may, by giving written notice to the Contractor:
- 7.1.1 refuse admission to the relevant person(s) to the Authority'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 Authority 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 Authority's Staff Vetting Procedures as supplied from time to time;
 - 7.2.2 if requested, provide the Authority with a list of the names and addresses (and any other relevant information) of all persons who may require admission to the Authority's premises in connection with the Contract;
 - 7.2.3 procure that all Staff comply with any rules, regulations and requirements reasonably specified by the Authority; and
 - 7.2.4 shall at all times comply with the Supplier Code of Conduct (<https://www.gov.uk/government/publications/Contractor-code-of-conduct>).
 - 7.2.5 ensure that it does not engage in any act or omission that would contravene Anti-Slavery and Human Trafficking Laws.
- 7.3 Any Key Personnel shall not be released from supplying the Services without the agreement of the Authority, 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 Authority (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 Authority'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 Authority 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 Authority 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 Authority assign, sub-contract, novate or in any way dispose of the benefit and/ or the burden of the Contract or any part of the Contract. The Authority 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 Contract, 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 Authority has consented to the placing of Sub-Contracts, the Contractor shall:
 - (a) impose obligations on its Sub-Contractor on the same terms as those imposed on it pursuant to this Contract and shall procure that the Sub-Contractor complies with such terms; and
 - (b) provide a copy at no charge to the Authority, of any Sub-Contract, on receipt of a request for such by the Authority.
- 8.4 The Authority may assign, novate, or otherwise dispose of its rights and obligations under the Contract 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 Contract.

9 Intellectual Property Rights

- 9.1 All intellectual property rights in any materials provided by the Authority to the Contractor for the purposes of this Contract shall remain the property of the Authority but the Authority 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 Contract for the sole purpose of enabling the Contractor to perform its obligations under the Contract.

- 9.2 All intellectual property rights in any materials created or developed by the Contractor pursuant to the Contract or arising as a result of the provision of the Services shall vest in the Authority. 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 Authority 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 Authority:
- 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 Contract 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 Contract; and
- b) any intellectual property rights created during the Term but which are neither created or developed pursuant to the Contract 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 Authority reasonably requires in order to exercise its rights and take the benefit of the Contract including the Services provided.
- 9.4 The Contractor shall indemnify, and keep indemnified, the Authority 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 Authority as a result of or in connection with any claim made against the Authority 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 Authority shall promptly notify the Contractor of any infringement claim made against it relating to any Services and, subject to any statutory obligation requiring the Authority 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 Authority 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 Authority at the frequency and times specified by the Authority and shall ensure that its representatives are suitably qualified to attend such meetings; and
- 10.1.2 submit progress reports to the Authority at the times and in the format specified by the Authority.
- 10.2 The Contractor shall keep and maintain until 6 years after the end of the Contract, or as long a period as may be agreed between the Parties, full and accurate records of the Contract including the Services supplied under it and all payments made by the Authority. The Contractor shall on request afford the Authority or the Authority's representatives such access to those records as may be reasonably requested by the Authority in connection with the Contract.

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 Contract.
- 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 Contract 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 Contract; and
 - 11.2.6 where the receiving Party is the Authority:
 - a) on a confidential basis to the employees, agents, consultants and contractors of the Authority;
 - 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 Authority transfers or proposes to transfer all or any part of its business;

c) to the extent that the Authority (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 Authority 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 Contract is not Confidential Information and the Contractor hereby gives its consent for the Authority to publish this Contract 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 Contract agreed from time to time. The Authority 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 Contract 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 Contract or any part of the Contract in any way, except with the prior written consent of the Authority.

12 Freedom of Information

12.1 The Contractor acknowledges that the Authority 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 Authority to enable the Authority to comply with its obligations under the FOIA and the Environmental Information Regulations 2004;

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

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

- 12.2 The Contractor acknowledges that the Authority 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 Authority 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 Contract, the Authority 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 Data

13.1 Authority Data

- 13.1.1 The Contractor shall not delete or remove any proprietary notices contained within or relating to the Authority Data.
- 13.1.2 The Contractor shall not store, copy, disclose, or use the Authority Data except as necessary for the performance by the Contractor of its obligations under this Contract or as otherwise expressly authorised in writing by the Authority.
- 13.1.3 To the extent that Authority Data is held and/or Processed by the Contractor, the Contractor shall supply Authority Data to the Authority as requested by the Authority in the format specified in the Specification.
- 13.1.4 The Contractor shall preserve the integrity of Authority Data and prevent the corruption or loss of Authority Data.
- 13.1.5 The Contractor shall perform secure back-ups of all Authority Data and shall ensure that up-to-date back-ups are stored securely off-site. The Contractor shall ensure that such back-ups are made available to the Authority immediately upon request.
- 13.1.6 The Contractor shall ensure that any system on which the Contractor holds any Authority Data, including back-up data, is a secure system that complies with the Security Policy Framework.
- 13.1.7 If Authority Data is corrupted, lost or sufficiently degraded as a result of the Contractor's Default so as to be unusable, the Authority may:
- (a) require the Contractor (at the Contractor's expense) to restore or procure the restoration of Authority Data and the Contractor shall do so promptly; and/or
 - (b) itself restore or procure the restoration of Authority Data, and shall be repaid by the Contractor any reasonable expenses incurred in doing so.

13.1.8 If at any time the Contractor suspects or has reason to believe that Authority Data has or may become corrupted, lost or sufficiently degraded in any way for any reason, then the Contractor shall notify the Authority immediately and inform the Authority of the remedial action the Contractor proposes to take.

13.2 Personal Data

13.2.1 The Parties acknowledge that for the purposes of the Data Protection Legislation, the Authority is the Controller and the Contractor is the Processor

13.2.2 The Parties agree that they will comply with the provisions on Processing, Personal Data and Data Subjects in Schedule 4 .

13.2.3 The Parties shall at all times comply with Data Protection Legislation.

13A Security

13A.1 The Authority shall be responsible for maintaining the security of the Authority's Premises in accordance with its standard security requirements. The Contractor shall comply with all security requirements of the Authority while on the Authority's Premises, and shall ensure that all Staff comply with such requirements.

13A.2 The Contractor shall ensure that the Security Plan produced by the Contractor fully complies with Schedule 5 (Security Requirements and Plan).

13A.3 The Contractor shall comply, and shall procure compliance of its Staff, with Schedule 5 (Security Requirements and Plan).

13A.4 The Authority shall notify the Contractor of any changes or proposed changes to Schedule 5 (Security Requirements and Plan). Any changes shall be agreed in accordance with the procedure in clause 20.3.

13A.5 Until and/or unless a change to the Price is agreed by the Authority, the Contractor shall continue to perform the Services in accordance with its existing obligations.

13A.6 The Contractor shall be liable for, and shall indemnify the Authority against all Losses suffered or incurred by the Authority 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 Losses were not caused by any act or omission by the Authority).

14 Liability and Insurance

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

14.2 Subject always to clauses 14.3, 14.4 and 14.5:

- 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 Contract, 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 estimated yearly Price paid] or payable to the Contractor under this Contract [whichever is higher]; 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 Authority 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 Contract 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 clauses 9.4 and 18.4 shall be unlimited.
- 14.5 The Contractor's liability for all Losses suffered or incurred by the Authority arising from the Contractor's Default resulting in the destruction, corruption, degradation or damage to Authority Data or Personal Data or any copy of such Authority Data or Personal Data shall in no event exceed £80,000.
- 14.6 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 £500k pounds (£500,000);
 - c) Professional indemnity with the minimum cover per claim of £500k pounds (£500,000);

or any sum as required by Law unless otherwise agreed with the Authority 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 Contract.

15 Force Majeure

- 15.1 Neither Party shall have any liability under or be deemed to be in breach of the Contract for any delays or failures in performance of the Contract 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 Contract by written notice to the other Party.
- 15.2 Any failure by the Contractor in performing its obligations under the Contract which results from any failure or delay by an agent, sub-contractor or Contractor shall be regarded as due to Force Majeure only if that agent, sub-contractor or Contractor is itself impeded by Force Majeure from complying with an obligation to the Contractor.

16 Termination

- 16.1 The Authority may terminate the Contract at any time by notice in writing to the Contractor to take effect on any date falling at least 1 month (or, if the Contract 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 Authority may terminate the Contract 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 Contract which is not capable of remedy;
 - 16.2.2 repeatedly breaches any of the terms and conditions of the Contract 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 Contract;
 - 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, 17, 18.4 and 20.11; 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 Authority 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 Contract by written notice to the Authority if the Authority has not paid any undisputed amounts within 90 days of them falling due.
- 16.5 If the Authority terminates the Contract under this clause, the Authority shall make no further payments to the Contractor except for Services supplied by the Contractor prior to termination and in accordance with the Contract but where the payment has yet to be made by the Authority.
- 16.6 Termination or expiry of the Contract 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, 13A, 14, 16.7, 17.4, 18.4, 19 and 20.8 or any other provision of the Contract that either expressly or by implication has effect after termination.
- 16.7 Upon termination or expiry of the Contract, the Contractor shall:
- 16.7.1 give all reasonable assistance to the Authority and any incoming Contractor of the Services to the extent necessary to effect an orderly assumption by a Replacement Contractor in accordance with the procedure set out in Schedule 8 – Exit Management Strategy; and
- 16.7.2 return all requested documents, information and data to the Authority as soon as reasonably practicable.

17 Compliance

- 17.1 The Contractor shall promptly notify the Authority of any health and safety hazards which may arise in connection with the performance of its obligations under the Contract. The Authority shall promptly notify the Contractor of any health and safety hazards which may exist or arise at the Authority's premises and which may affect the Contractor in the performance of its obligations under the Contract.
- 17.2 The Contractor shall:
- 17.2.1 comply with all the Authority's health and safety measures while on the Authority's premises; and
- 17.2.2 notify the Authority immediately of any incident occurring in the performance of its obligations under the Contract on the Authority'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 Contract in accordance with all applicable equality Law and the Authority'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 Authority'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 Authority 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 Authority 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 Contract or any other contract with the Crown (including the Authority) the Authority may:
- 18.4.1 terminate the Contract and recover from the Contractor the amount of any loss suffered by the Authority resulting from the termination, including the cost reasonably incurred by the Authority of making other arrangements for the supply of the Services and any additional expenditure incurred by the Authority throughout the remainder of the Contract; or
 - 18.4.2 recover in full from the Contractor any other loss sustained by the Authority 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 Contract 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 Contract, and that the Contract 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 Subject to Clause 3.4, the Contract 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 Authority may:
- 20.4.1 allow the Contractor to fulfil its obligations under the Contract 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 Contract 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 Contract on the basis of any representation that is not expressly incorporated into the Contract. 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 Contract 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 Contract.
- 20.7 The Contract 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 Contract. 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 Contract, all remedies available to either Party for breach of the Contract (whether under the Contract, 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 Contract 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 Contract and rendered ineffective as far as possible without modifying the remaining provisions of the Contract, and shall not in any way affect any other circumstances of or the validity or enforcement of the Contract.
- 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 Authority,

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 Authority under the provisions of the Contract. The Contractor will disclose to the Authority full particulars of any such conflict of interest which may arise.

- 20.11 The Authority reserves the right to terminate the Contract immediately by notice in writing and/or to take such other steps it deems necessary where, in the reasonable opinion of the Authority, 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 Authority 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 Authority.
- 20.12 The Contract constitutes the entire contract between the Parties in respect of the matters dealt with therein. The Contract 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 Contract, no notice or other communication from one Party to the other shall have any validity under the Contract 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 Authority: Care Quality Commission

Address: City Gate, Gallowgate, Newcastle-Upon-Tyne NE1 4PA

For the attention of: [REDACTED]

[REDACTED]

[REDACTED]

21.3.2 For the Contractor: Research Works Ltd

Address: Regency House, Quadrant Business Centre, 219a Hatfield Road, St. Albans , Hertfordshire , AL1 4TB

For the attention of: [REDACTED]

Tel: [REDACTED]

[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 Contract, 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 – Not Applicable

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

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

Authorised Signatory:

SIGNED for and on behalf of **Research Works Ltd**

Authorised Signatory 1:

Authorised Signatory 2:

SCHEDULE 1 –SPECIFICATION

APPENDIX A: STATEMENT OF REQUIREMENTS

1. Executive Summary

The Care Quality Commission (CQC) is the independent regulator of health and social care in England. We make sure health and social care services provide people with safe, effective, compassionate, high-quality care and we encourage care services to improve. We do this by registering, monitoring, inspection and rating, enforcement and through the use of our independent voice.

Our workforce is made up of around 3,300 colleagues, two thirds of whom are home-based, with the remainder based in seven locations across the country. Colleagues currently work within three inspection directorates: Adult Social Care, Hospitals, and Primary Medical Services & Integrated Care, and three corporate directorates: Intelligence & Digital, Regulatory Customer & Corporate Operations, and Engagement, Policy & Strategy.

In 2021 we published our new strategy for the changing world of health and social care. The strategy aims to make our regulation more relevant to the way care is now delivered, more flexible to manage risk and uncertainty, and it will enable us to respond in a quicker and more proportionate way as the health and care environment continues to evolve.

The Equality Act 2010 says that public authorities must comply with the Public Sector Equality Duty. This means public organisations must think about the needs of people who are disadvantaged or suffer inequality, when they make decisions about how they provide their services and implement their policies.

The [CQC 2021 Strategy](#) sets out clear ambitions to putting people and communities at the centre. This means focusing on what matters to the public, and to local communities, when they access, use and move between services. People need to see how their voice can make a difference to the safety and quality of the services they use and how we reflect their experience in our work.

This contract(s) will, therefore, form an essential mechanism to enable CQC to reach, recruit, engage with and listen to people's experiences of care, with a focus on seldom-heard communities, that are more likely to experience inequalities in health and social care.

The aim of this contract(s) is to deliver to enable flexible co-production of CQC policies, strategies, methods and products, insight activity, and qualitative research with nationally representative population groups and seldom-heard communities.

2. The Requirement

We require a supplier that is aligned with [CQC's values](#) and undertakes best practice on diversity and inclusion, including reaching and supporting people with accessibility needs and leads the way in ethical research practice.

We require a supplier that undertakes quality assurance processes to ensure that all respondents are engaged, verified and meet criteria, to therefore produce valid and robust insights.

We require a supplier that brings expertise and best practice advice in the field of **qualitative** research. We expect guidance, expertise and a solution-focused mindset would be an asset.

We require a supplier that is organised and well-managed, responsive to our needs and always looking to improve our practices and processes.

- CQC need the supplier(s) to reach and recruit quality, engaged respondents from a broad range of general public and seldom-heard groups, sometimes with multiple intersecting recruitment criteria, to take part in engagement, co-production and insight research.
- The Supplier(s) will have a proven track record to reach and deliver targeted recruitment of individuals across England, that provides value for money.
- The Supplier(s) will have a specific skillset and an agile mechanism for reaching and/or recruiting individuals according to a brief from CQC. The supplier should be able to reach and/or recruit participants from a nationally representative sample, broadly covering people from a range of:
 - Genders
 - Age ranges
 - Regions within England (include example)
 - Protected characteristics
 - Low/high income households

The supplier should be able to reach and/or recruit people from specific communities including, but not limited to groups that may be called seldom heard detailed in Appendix J.

Recruitment criteria frequently involves the recruitment of individuals from specific groups (as detailed in Appendix J) that have used a specific health or social care service.

For example, a typical brief might be, that we need to hear from people from an ethnic minority, who have used maternity services in the last 12 months. CQC need the supplier(s) to be confident with a proven track record in recruiting to intersecting criteria, such as these.

- CQC need the Supplier(s) to be transparent and consistent in the breakdown of project costs for each project brief, setting out project management, incentives and involvement fees, recruitment fees, cost per respondent and expenses.
- CQC require the supplier(s) to follow best practice and ethical research principles (as set out in the [MRS Code of Conduct](#)) and have robust policies and processes to comply with [GDPR](#).
- CQC need the supplier(s) to have the ability to run multiple projects at once.
- CQC need to be able to access support, guidance, problem solving and advice on best practice of survey design, focus group and interview methodologies from the supplier(s)
- CQC need the supplier(s) to establish regular contact and meetings to discuss briefs, answer questions, update on survey or recruitment progress and give advice and guidance.
- CQC need the supplier(s) to be agile and responsive as each brief's requirements can differ.
- CQC need the supplier(s) that can recruit to and organise respondents for:
 - Face-to-face engagement activities
 - Online focus groups
 - Online, telephone and in-person 1-1 in-depth interviews
 - Webinars
 - Digital and non-digital engagement activities
- CQC need the supplier(s) to have geographical reach in terms of recruitment and organisation across all of England's regions for face-to-face engagement activities.
- It is desirable that the supplier(s) can offer additional capacity and capability building support, should a project require it, including moderation, notetaking, discussion guide development, insight analysis.

- CQC need the supplier(s) to be responsible for the remuneration of individuals taking part in the engagement such as any incentives or involvement fees and expenses such as travel or subsistence costs.
- All mechanisms for paying individuals must comply with HMRC guidance on tax-deductible benefits. The Supplier(s) will need to have mechanisms in place to pay recruited individuals that may not have access to a bank account.
- CQC require the supplier(s) to be able to demonstrate quality assurance processes and robust methodologies to ensure the consistent recruitment of reliable high-quality and engaged participants.
- CQC require the supplier(s) to have multiple recruitment channels including via local organisations and charities, so that we mitigate the risks of:
 - Using the same people for different pieces of engagement
 - Being unable to target specific groups of people
 - Only engaging with people in one part of the country
 - Excluding people with specific accessibility needs
 - Excluding people who may be digitally excluded
 - Excluding people who may not have a bank account
- CQC need the Supplier(s) to recruit in an agile and timely manner, with recruitment consistently starting and finishing within 10 working days.

CQC ask that supplier(s) to demonstrate their approach, process and adaptability by setting out how they would tackle the following challenges:

1. Evaluation

CQC requires that the supplier(s) has an evaluation process for all participants engaging through this contract including but not limited to an evaluation which reviews:

- To what extent did participants feel listened to?
- How well did CQC meet participants communication and accessibility needs?

The supplier(s) should provide an example of how they would evaluate the engagement process used. The supplier(s) should detail the time period after engagement that this will take place and highlight where there is any flexibility within this example.

2. Feedback loop

CQC requires the supplier(s) to provide an example of how they would share with participants who had been recruited by CQC what had been done with the information they had shared. The supplier(s) should detail the time period after engagement that this will take place and highlight where there is any flexibility within this example.

3. Quality assurance

All insight gathered through supplier contracts for CQC must be robust and quality assured. CQC requires the supplier(s) to provide an example of the quality assurance process they will implement to ensure any insight gathered is robust.

- 4. PRACTICE BRIEF:** CQC requires the production of 8 case studies representing from different audiences (refer Appendix J for examples of target groups) that have accessed specific services, with diverse sentiment and highlighting key sector issues, to act as supporting insight in a high-profile publication. The narrative of the publication, key sector issues and needs of internal stakeholders continues to evolve throughout the recruitment. The supplier(s) have 4 weeks to recruit 8 participants with case studies suitable for the publication requirements.

For each of these challenges please set out the recommended approach, explain rationale and considerations.

3. Service Levels & Volumes

The supplier or suppliers will need to be available during standard office hours, Monday to

Friday, 9am – 5:30pm, in order to respond to ad-hoc queries or requests. Communications from the supplier or suppliers will need to be prompt, flexible and responsive to ensure qualitative insights are delivered to meet the needs of CQC.

Service updates should be carried out at off-peak times and for short periods.

3. Cost Envelope

Cost Envelope						
Contract to be awarded on a 1+1+1 basis (in years). All figures stated include VAT.						
	FY 2021/22	FY2022/23	FY2023/24	FY2024/25	FY2025/26	Total
V						
Total budget for Part A Lot 1	£16,239.60	£16,239.60	£16,239.60			£48,718.80

4. Duration of Contract

Start Date	End Date	Extension Options (If Applicable)
04/02/22	03/02/23	+1+1

5. Authority Responsibilities

The Authority will ensure all milestone payments are made promptly in line with the contract.

6. Supplier Responsibilities

The supplier shall:

- Appoint a contract and/or a programme manager to oversee the work and liaise with/report as required to CQC's programme manager;
- Agree the nature and frequency of meetings required with CQC;
- Perform quality assurance on all aspects of the programme;
- Provide CQC with timely and ongoing evaluation and quality assurance information relating to the programme;
- Provide CQC with updates on costs and progress as required.

7. Contract Management Arrangements

There will be a clear programme plan with deliverables which will be monitored by CQC and the supplier.

Additionally, the supplier will be expected to:

- Communicate and meet (e.g. online) frequently with CQC as agreed;
- Work within agreed key performance indicators relating to quality, delivery of products and levels of service;
- Measure performance and provision of service on an ongoing basis against specific target dates;
- Provide reports on progress to the contract manager / programme manager;
- Attend key meetings in person to review progress and discuss the service, as required by the contract manager / programme manager
- Attend a post contract review with the CQC to review whether the objectives of the contract were met, to review the benefits achieved; and
- Identify any lessons learnt for future programmes.

8. Key Performance Indicators (KPIs)

Indicator	Measured by	Target	Review Frequency
Regular meetings	Minimum 4x meetings with supplier over the course of a year	One meeting attended by both parties every quarter, actions recorded in a contract management document	Quarterly
Transparent costing tracker document	Provision of cost tracking document after close of every project	An updated document outlining the past projects and value left in the call-down contract after every project	After every project (likely to be monthly)
Recruitment of specified groups/individuals	The ability to recruit the required number of individuals requested by CQC to fulfil the engagement need	At least 99% at all times.	Quarterly
Timeliness of recruitment	The ability to recruit individuals requested by CQC by specified timescales	At least 99% at all times.	Quarterly
To provide on a quarterly basis a summary of participants satisfaction with recruitment payment policies and costs of the activity	Maintaining CQC's reputation by paying participants in a timely manner according to policies, and ensuring satisfaction from participants	At least 99% at all times.	Quarterly
To provide a quarterly summary of number of people we have recruited through the contract including audience segmentation and number of times we have engaged with people	Shows fulfilment of engagement need across all requests	At least 99% at all times.	Quarterly
The supplier will be contactable by CQC between the hours of 9am to 5pm Monday to Friday. To communicate regularly and answer queries promptly from CQC	Responding to requests and queries from CQC.	100% at all time.	Reply to queries within 24, hours, resolved within 72hours and A written response by no more than 3 working days

The supplier will be able to evidence their quality assurance process for Part A and B of the contract	Evidence from supplier		On a per project basis
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9. Milestones

The table below sets out a proposed timetable of activity. Please note that this is intended as a guide and is subject to change to ensure the greatest alignment with our transformational change programme. We will work with the successful supplier upon commencement of the contract to agree the programme for delivery.

Description	Target Date	Action to Achieve Milestone	Review Date
Supplier to invoice CQC at the end of each financial quarter	Within 4 weeks of work delivered	Supplier sends invoice to CQC	Review in quarterly contract meeting
Supplier to provide CQC with quarterly reports of recruitment activity / participant responses including <ul style="list-style-type: none"> - Participant satisfaction - Cost per quarter - Numbers engaged per quarter - Any duplication in people - Any further queries CQC has 	Quarterly (per financial year)	Supplier to write short report (= <1 page) Supplier to hold contract management meetings	Review in quarterly contract meeting
CQC submit a request for recruitment	Day 0	CQC to write brief in agreed template and email supplier	Review in quarterly contract meeting
Supplier to provide costings for proposed request	Day 3	Supplier to evaluate request requirements and transparently outline the costs	Review in quarterly contract meeting
CQC and Supplier meet to kick-off request	Day 4-5	CQC and Supplier organise meeting to include the project lead and contract lead to discuss request costs and details	Review in quarterly contract meeting
Supplier to recruit and organise logistics for people	10 working days from kick-off of recruitment request	Supplier to use channels, use quality assurance processes and screen people to ensure they meet the request's requirements	Review in quarterly contract meeting

10. Skills and Knowledge Transfer

The selected supplier will work closely with CQC staff as necessary to ensure transfer of skills and knowledge. The successful supplier must ensure that any learning and any development opportunities are documented and communicated to CQC.

The mechanism for the transfer of knowledge will be agreed with the CQC contract managers, e.g. facilitated during certain stages by basing the contractor's staff in CQC offices or regular update meetings or providing training and guidance that may be required for relevant staff.

This must not be restricted to the end of the contract period, but instead must occur regularly via the monthly or quarterly programme reports at the very least.

SCHEDULE 2 – PRICE

Fixed price submission

Please detail fixed price for the work specified in Section 2 - Scope of Works:

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For evaluation purposes item D related unit costs, are costed per person, and the actual total cost will depend on the group size and number of persons requiring support (e.g. accommodation, travel, etc.)

Majority of engagements will be carried out in within M25 (London)

Tenderers are requested to complete the Day Rate Card Table below, detailing the Day Rates for a range of roles which are anticipated to have involvement in the delivery of work packages under the contract.

The information provided in the Day Rate Card Table will be cross-referenced with each pricing table to ensure clarity and will also be applicable to any additional services that are required beyond the defined work packages.



Day = 7.5 hours excluding lunch.

You may propose a team with a number of roles, the percentage utilisation of each role for the day will make up a blended day rate.

The blended role may work a quarter, half, or three quarter or full day as required on day to day bases during the recruitment. This will add up to a number of full-time equivalent days to deliver the full outcome as required by the specification.

The day rate can be used for any variations required to the overall contract.
The Blended day rate can be used for the day to day recruitment activities.

SCHEDULE 3 – CONTRACTOR’S RESPONSE

Question 1 - Overview		Question Weighting
	<p><u>Overview</u></p> <p>Tenderers must provide a concise summary highlighting the key aspects of the proposal.</p> <p><u>Please note:</u> Tenderers must not submit marketing materials or other unsolicited documents.</p> <p>Note: Your response should be no more than 500 words</p> <hr/> <p>Response:</p> <p>RWL has delivered CQC’s qualitative recruitment contract since February 2020. We have a proven track record in delivering targeted recruitment of individuals across England.</p> <p>Our response to the brief is based on a tried and tested recruitment channel and method. RWL’s UK-wide network of recruiters use local networks, their network of previous research participants and local organisations as ways of publicising research opportunities and identifying potential new participants.</p> <p>RWL can respond quickly to this new contract because CQC and RWL have already developed a suite of documents that support the recruitment process:</p> <ul style="list-style-type: none"> • A ‘ways of working’ document that describes what CQC needs from RWL and what RWL needs from CQC • A recruitment brief pro forma which CQC uses to specify the recruitment requirement and RWL uses to respond to it • An accessible information and consent document which ensures that participants understand the research process and fulfils GPDR requirements • Itemised breakdown of project costs updated after each engagement <p>We also have a track record in quality assuring both recruitment and outputs via screening questionnaire checks, liaising with recruiters about participants’ communication needs, responding to any issues raised spontaneously by CQC or at quarterly contract review</p>	<p>This response is not evaluated and should be used to contextualise the Tenderer’s response.</p>

Question 1 - Overview	Question Weighting
<p>meetings.</p> <p>RWL prioritises our participants' needs. The Market Research Society Code of Conduct stipulates that we must respect the rights and well-being of all individuals. For this reason, we have made a considered judgement about the audiences that we will not be able to recruit. Based on practical experience of researching vulnerable audiences, we recommend that CQC approaches specialist organisations (e.g. voluntary sector groups) for support. These organisations are best placed to safeguard participants' wellbeing.</p> <p>RWL has adapted to CQC's needs during this 2 year contract. For example, we have found new ways of accessing audiences which CQC regularly engages with. We have also refined our method for recruiting case study participants in response to an evolving brief.</p> <p>RWL is committed to a continuous process of improvement. Within this contract, processes have developed via quarterly contact meetings. Responding to this brief has prompted us to consider how to evaluate participant satisfaction with the recruitment process in future.</p> <p>Outside this contract, we are lucky enough to be able to improve practice whilst working with a wide range of clients in the health and social care sector. For example, our understanding of the Equalities Act has grown having evaluated Integrated Joint Boards' compliance with the Public Sector Equalities Duty on behalf of Human Rights Commission (Scotland).</p> <p>RWL recognises the need to flex to CQC's requirements, offer expert advice on qualitative research and continually reassess best practice. Therefore, the project team comprises RWL's most experienced, Director-level personnel: Jill Barnett (Field Manager) supported by Amy Smith (Research Director). RWL is able to offer additional Director-level capacity and capability on qualitative projects if required.</p>	

Method Statements

Please answer the questions below as fully as possible, taking note of the marks available.

Question 2: Audience Attraction	Question Weighting
<p>Please provide details of the audience or specific participant groups (refer to ITT) for the recruitment, including:</p> <ul style="list-style-type: none"> Any data you have on the volume, range and breadth of target population that you can currently reach Any data you have on your current geographical reach Your current recruitment channels you would use to reach the seldom heard groups (listed in Appendix 1 in ITT) How you screen to assess participant suitability and verify that they meet criteria <p>(Word Count Maximum: 400 words)</p> <p>Response:</p> <p>Recruitment channels</p> <p>RWL uses a UK-wide network of trained recruiters to free-find participants. Recruiters specialise in social and health research and are accredited by the Interviewer Quality Control Scheme.</p> <p>Volume, range and breadth of target population</p> <p>Since recruiters free-find participants, we are unable to define the 'volume, range and breadth' of each target population. Instead, RWL describes groups as either:</p> <ul style="list-style-type: none"> Accessible within the general population Harder-to-reach within the general population Inaccessible (except via specialist agencies) <p>The 'accessible' groups are larger and therefore relatively easy to find. For example, Carers UK estimates that 1 in 8 adults within the UK population are carers. The following participants are accessible and can be recruited via RWL's recruiter network within 1-2 weeks:</p> <ul style="list-style-type: none"> Carers People who identify as LGBTQI+ Health care service users (in the past 6 months) Adult social care users 	<p>Weighting = 15%</p>

	<ul style="list-style-type: none"> • People with experience of poor care • People from ethnic minority groups • People from low-income households <p>The 'harder-to-reach' groups are smaller and may take longer to find. For example, RNIB estimates that over 2 million people have sight loss, which is between 2-3% of the UK population. The following participants can be recruited via RWL's recruiter network within 2-4 weeks – people with:</p> <ul style="list-style-type: none"> • Sensory disabilities • Physical disabilities • A learning disability and/or autism • Experience of weight discrimination • Accessibility needs • Mental health issues including those with experiences of detention under the Mental Health Act • Experience of the criminal justice system <p>And</p> <ul style="list-style-type: none"> • Young people with health and care needs • Older people with complex health needs <p>The 'inaccessible' groups are not only very small and difficult to find, but also extremely vulnerable and/or marginalised. In our experience, specific safeguarding issues may arise e.g. sensitive question areas, appropriate use of incentives, management of disclosures etc. For these reasons, we believe that the most appropriate way of recruiting these groups is via specialist agencies who will be able to support CQC with recruitment whilst safeguarding participants' wellbeing.</p> <p>For these reasons, RWL will not be able to recruit:</p> <ul style="list-style-type: none"> • Asylum seekers or refugees • People experiencing homelessness • People who sell sex • People from Gypsy or Traveller community • People with experience of drug and/or alcohol dependency • Looked after children and care leavers • Older people who lack capacity using primary and home care • Older people subject to Deprivation of Liberty Safeguards/Liberty Protection Safeguards • People with experience of domestic abuse <p>Assessing participant suitability</p>	
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	Recruiters use a screening questionnaire agreed with CQC to assess and verify that participants meet the recruitment criteria.	
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Question 3: Recruitment		Question Weighting
	<p>Please describe your recruitment methodology this should include;</p> <ul style="list-style-type: none"> Methodology for recruiting representative sample of population of England, including: <ul style="list-style-type: none"> Genders Age ranges Regions within England (include example) Protected characteristics Low/high income households Methodology for recruiting people from seldom heard communities (see ITT) Detail how it is ethical, sustainable and in line with best practices and CQC's values Detail how you ensure that policies and processes comply with GDPR Detail how you intend to make sure individuals understand your policies and processes. Detail how you will quality assure recruited individuals so that they are fit for the engagement. How you will ensure that we have 'newly' recruited individuals, that haven't taken part in engagement with CQC before How you will ensure that we have access to individuals we need to engage continuously on a project. <p>Provide an example of how you would recruit engagement participants from groups that may be called seldom heard (refer to Appendix 1 of ITT). Pick three groups from Appendix 1 and explain how you would recruit these participants, including detail of estimated timescales of recruitment from CQC request to CQC having the insight required.</p> <p>(Word Count Maximum: 800 words)</p>	Weighting = 15%
	<p>Response:</p> <p>Recruitment methodology</p> <p>Recruiters from RWL's UK-wide network publicise opportunities to participate in specific research projects via their local networks e.g:</p> <ul style="list-style-type: none"> Local organisations e.g. voluntary sector groups, community groups Local online notice boards/Facebook pages Contacting previous (non-CQC) research participants from their own records and asking them to refer any potential new participants. <p>Recruiters publicise opportunities in different ways, depending on</p>	

	<p>the target audience. The timescales for recruiting different audiences vary, depending on the level of difficulty. For example:</p> <ul style="list-style-type: none"> • Local voluntary organisations are a good way of publicising opportunities for people with learning disabilities. Recruiters build a relationship of trust with these local organisations over time. Once established, they publicise opportunities via their networks. This type of recruitment takes longer because additional time is needed to ensure that participants and their carers are confident in the process. CQC would have insight within 4-6 weeks. • Local online noticeboards/Facebook pages can be used to recruit carers. Carers are motivated to participate in research and swift response times truncate the recruitment process. CQC would have insight within 3-4 weeks. • Previous (non-CQC) participants can be used to refer people who identify as LGBTQI+. A level of trust is required to respond to an invitation to participate on this basis. Previous (non-CQC) participants reassure potential new participants and this personal approach expedites the recruitment process. CQC would have insight within 3-4 weeks. <p>Once a potential participant has been identified, the recruiter uses a screening questionnaire agreed with CQC to assess and verify that the potential participant fulfils the recruitment specification. If so, the potential participant is asked whether they would like to take part in the research. At this point, participants are taken through the consent process.</p> <p>Compliance with GDPR</p> <p>Participation in all RWL's research is on the basis of informed consent (as stipulated by both the Data Protection Act 2018 and the Market Research Society Code of Conduct).</p> <p>The process for obtaining informed consent is based on a consent document created in collaboration with CQC. This document ensures that participants are informed about the research process as well as their rights under the Data Protection Act (2018) including GDPR. It describes:</p> <ul style="list-style-type: none"> • What the research is about and what it will be used for • How the research will work i.e. who will conduct the interview, how the interview will be conducted, the incentive on offer • How CQC will use and share participants' information • What will happen if the participant decides to sign the form <p>RWL ensures that all policies and processes comply with GDPR by reviewing our Data Protection and Security Policy each year which includes our consent and GPDR processes.</p>	
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	<p>Participant understanding</p> <p>The consent document described above is written in accessible language, which ensures that individuals understand the research process before they give their consent to participate. Recruiters voice over this content. They are also the point-of-contact for any questions that arise after the participant has signed the consent document.</p> <p>Quality assurance</p> <p>Field Manager Jill Barnett checks participants' screening questionnaires to ensure accuracy. She also speaks to each recruiter to check whether individual participants have any specific communication needs. For example, this may include using audio only or audio and video, or having a carer/supporter present during the interview.</p> <p>If CQC receives poor quality feedback from any participant, RWL will replace them, as well as explore whether further support is required to enable participants to engage with the research questions.</p> <p>Ethics and best practice</p> <p>All RWL's policies and processes comply with the Market Research Society Code of Conduct. This specifies the professional standards RWL must maintain in order to reassure the general public that our research is being conducted in a professional and ethical manner.</p> <p>To maintain best practice, RWL and CQC have regular contract review meetings with CQC. We discuss improvements to recruitment processes, based on experience of individual projects, experience of recruiting for other clients and CQC's experience of engagement work more generally. These meetings also ensure that all processes continue to reflect CQC's values: excellence, caring, integrity, teamwork.</p> <p>Sustainability</p> <p>RWL ensures that this recruitment methodology is sustainable by growing our recruiter network and looking for new ways to access audiences which CQC regularly engages with e.g. people with learning disabilities and/or autism.</p> <p>These are also ways in which RWL ensures that CQC are provided with newly recruited participants. Further, our instructions to recruiters make clear that we will not accept any participants who have previously been recruited on behalf of CQC.</p> <p>Recruiting participants for ongoing engagement</p> <p>We have recently recruited 8 participants with Special Educational Needs for an ongoing project on behalf of Ofsted/CQC. We gained</p>	
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	permission to speak to participants every month for 8 months. To secure ongoing engagement we increased the level of incentive after every touchpoint. Recruiting for ongoing engagement takes around 4 weeks and budget needs to be set aside to allow for any re-recruiting required.	
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Question 4: Approach		Question Weighting
	<p>Please provide details of the approach you would use in support of this work, including;</p> <ul style="list-style-type: none"> • Your approach, rationale and considerations for choosing the recruitment methods • your method of recruitment including Planning / Design / Set-Up / Advertising / Screening / Incentives • how you will manage multiple simultaneous projects <p>Set out how you would tackle the following challenge:</p> <p>PRACTICE BRIEF: CQC requires the production of 8 case studies representing from different audiences that have accessed specific services, with diverse sentiment and highlighting key sector issues, to act as supporting insight in a high-profile publication. The narrative of the publication, key sector issues and needs of internal stakeholders continues to evolve throughout the recruitment. The supplier(s) have 4 weeks to recruit 8 participants with case studies suitable for the publication requirements.</p> <p>Please set out the recommended approach, explain rationale and considerations.</p> <p>(Word Count Maximum: 600 words)</p>	Weighting = 15%
	<p>Response:</p> <p>Recruitment challenge Case study recruitment is challenging because participants' stories need to reflect the narrative CQC is creating, which evolves over time. The recruitment process therefore needs to:</p> <ul style="list-style-type: none"> • Reflect specific experiences of health and social care that CQC is trying to illustrate • Provide a diverse range of participants in terms of protected characteristics e.g. age, gender, socio economic group and ethnic minority background • Flex in response to changing requirements <p>Our approach will be to use RWL's UK-wide network of recruiters to free-find 2-3 times the number of case studies ultimately required. Our</p>	

<p>rationale is to create a pool of participants for CQC to choose from, based on short pen portraits provided by recruiters. This approach will ensure that RWL provides a range of potential case study solutions without needing to re-recruit.</p> <ul style="list-style-type: none"> • Set up: we would ask CQC to complete the usual recruitment brief, but to add detail by specifying the type of case studies required. This will include the demographic profile of participants required, the services they have used and the nature of their experience. • Planning/design: we would schedule two meetings with the editorial team during the recruitment process. At the first we would review all 16-24 pen portraits to identify those of most interest. CQC are likely to need more information about the participants on this short-list before making their final selection. RWL would provide this information at a second meeting where CQC would confirm which candidates to recruit. • Advertising: it is important that both RWL and CQC feel able to trust participants' case studies. For this reason, it will be preferable to recruit via personal recommendation from previous (non-CQC) research participants who are likely to be able to verify the details of the experience. In addition, the way this opportunity is communicated needs to motivate participants to come forward in the interests of improving health and care (rather than the incentive only). • Screening: RWL would speak to potential participants before presenting them to CQC. This additional check will confirm that their stories are of sufficiently good quality and whether the participant needs any support in order to tell their story in a compelling way. • Incentives: potential participants would receive a small incentive for telling the recruiter their story and speaking to RWL. If selected by CQC, they would receive another more substantial incentive. Offering incentives after screening encourages participants to remain within the process. <p>The 4 week timetable would work as follows:</p> <ul style="list-style-type: none"> • Weeks 1 & 2: recruit 16-24 participants and gather pen portraits • Week 3: meet with CQC and identify a short-list of participants of most interest • Week 4: meet with CQC to finalise choices <p>Managing multiple projects RWL continuously works on multiple, large-scale recruitment projects. CQC's requirements are typically small-scale, but amongst harder-to-reach audiences. For us, the key challenge is maintaining high quality, particularly when recruiting audiences that CQC consults on a regular basis e.g. people with learning disabilities and/or autism.</p> <p>The way we strive to maintain good quality is for all CQC recruitment to be personally managed by Jill Barnett, RWL's Field Manager. She is</p>	
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	<p>supported by Amy Smith (Research Director) who is responsible for the overall contract.</p> <p>We also focus on developing and maintaining a team of recruiters who specialise in social and health recruitment (as opposed to commercial projects). These recruiters have a good understanding of health and social care services locally and are therefore able to recognise the participants CQC is looking for.</p>	
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Question 5: Payment Mechanism		Question Weighting
	<p>Please describe what mechanisms you have in place to pay recruited individuals especially those who may not have access to a bank account or require travel or subsistence expenses.</p> <p>Please describe your approach and rationale as to how the incentive amount is decided.</p> <p>(Word Count Maximum: 300 words)</p>	Weighting = 5%
	<p>Response:</p> <p>Recruited participants with bank accounts receive their incentives electronically. RWL would make individual arrangements for paying those without bank accounts. Typically, we offer participants an e-voucher to a shop of their choice. These vouchers can be accessed by mobile phone.</p> <p>RWL's approach to incentives is to consider three key questions:</p> <ul style="list-style-type: none"> • Firstly, are incentives appropriate? In consumer studies, incentives are typically required to engage participants and thank them for their feedback. However, there are situations where incentives may not be considered appropriate e.g. internal staff research, senior stakeholders. • Secondly, which type of incentive is appropriate. In consumer studies, cash incentives tend to be the most effective in securing participation. However, there are situations where cash incentives may not be appropriate e.g. when recruiting young people with special educational needs. In these cases, RWL will discuss the most appropriate type of incentive with CQC (for example, vouchers) and how to administrate them (e.g. via parents/carers). • If a cash incentive is considered appropriate, the amount offered is based on typical incentives for depth interviews/focus group discussions across the industry (currently between £40-75). Adjustments are made to this level based on the length and complexity of interview (e.g. if involving pre-tasks, ongoing participation etc). <p>Incentives are important to secure participation but the motivation to</p>	

Question 5: Payment Mechanism		Question Weighting
	contribute is also driven by a wish to improve health and care services. Recruitment requests need to convey that an interview for CQC is a worthwhile use of time and that the incentive is a 'thank you' for doing so. As a 'thank you', incentives are regarded as 'honoraria', not payments.	

Question 6: Evaluation		Question Weighting
	<p>Please describe how you will evaluate your performance, including:</p> <ul style="list-style-type: none"> How you will evaluate on a regular basis that people you have recruited understand and are satisfied with your policies and processes. How you will quality assure against the outputs. Whether you would be able to supply a quarterly report summarising engagement including seldom heard groups reached, demographics, geographical reach covered. <p>Set out how you would tackle the following challenges:</p> <p>5. Evaluation Provide an example of how you would evaluate all participants' views on these questions:</p> <ul style="list-style-type: none"> To what extent did participants feel listened to? How well did CQC meet participants' communication and accessibility needs? <p>Detail the time period after engagement that this will take place and highlight where there is any flexibility within this example.</p> <p>6. Feedback loop Provide an example of how you would communicate with participants what had been done with the information they had shared, by CQC. Detail the time period after engagement that this will take place and highlight where there is any flexibility within this example.</p> <p>(Word Count Maximum: 600 words)</p>	<p>Weighting = 10%</p>
	<p>Response:</p> <p>Evaluation of policies/processes</p> <p>We recommend that evaluation of policies/processes becomes an ongoing part of the research process. (A process diagram may be a useful addition to the existing range of project documents). To integrate evaluation into existing processes, we will need to:</p> <ul style="list-style-type: none"> Ask participants' permission to re-contact them for evaluation purposes. This will need to be added to the existing consent 	

Question 6: Evaluation	Question Weighting
<p>document.</p> <ul style="list-style-type: none"> • Establish which method of re-contact participants would prefer e.g. phone, email, text. • Re-contact participants in a timely manner (i.e. within a week of being interviewed) so that they can recall the policies and processes that are being evaluated. • Collate the feedback from this ongoing evaluation process to be discussed at quarterly meetings with CQC. If re-contacted participants raise something urgent, RWL will contact CQC immediately to discuss. <p>We recommend asking no more than 3 recontact questions so that we do not take up too much more participant time. In our view, the questions should focus on:</p> <ul style="list-style-type: none"> • Clarity of processes • Suggested improvements to the process <p>Evaluation of interview experience</p> <p>The challenge posed in the brief is to evaluate interview experience i.e. the part of the process owned by CQC. If RWL was responsible for evaluating this part of the process, we would add questions to the established, ongoing evaluation process described above.</p> <p>The questions posed in the brief are quantitative, therefore we suggest using a rating scale for responses i.e:</p> <ul style="list-style-type: none"> • To what extent did participants feel listened to? (Scale of 1 to 5) • How well did CQC meet participants' communication and accessibility needs? (Scale of 1 to 5) <p>As above, we would need to establish permission to re-contact participants for evaluation purposes at the beginning of the process as well as preferences for re-contact method. RWL would ensure that all participants who give us specific permission were re-contacted.</p> <p>As described above, participants would need to be recontacted within a week of being interviewed so that their recall of the process is sufficient to provide good quality feedback.</p> <p>The flexibilities in the example above are:</p> <ul style="list-style-type: none"> • The questions asked • The type of answers required (i.e. quantitative or qualitative) 	

Question 6: Evaluation	Question Weighting
<p>The 'givens' in the example above are:</p> <ul style="list-style-type: none"> • The number of re-contact questions (between 1 and 3) • The recontact timings (i.e. within a week of interview) <p>Feedback loop</p> <p>We suggest offering participants the option of finding out what CQC had done with the information they have shared at the end of the interview.</p> <p>If participants opt in, we will need to request and record their permission to re-contact them at a later date. We will need to give them a timescale for this feedback (e.g. within 12 months) so that we can ask them for specific permission to keep their contact details for longer than RWL's standard 6 month policy. This timescale will give CQC flexibility to provide feedback when it is available, as well as fulfil our GDPR duties.</p> <p>Quality assurance</p> <p>Since RWL is not party to the outputs of the engagement, we would rely on CQC to report on whether the outputs were of sufficiently good quality. If not, RWL would work with CQC to identify the reasons why and adjust processes to mitigate against the same thing happening in future. Ultimately, if a participant failed to provide sufficiently good quality data, they would be replaced.</p> <p>Quarterly report</p> <p>RWL would be able to supply a quarterly report summarising engagement including seldom heard groups reached, demographics, geographical reach covered.</p>	

SCHEDULE 4 – PROCESSING, PERSONAL DATA AND DATA SUBJECTS

- 1 The Parties acknowledge that for the purposes of the Data Protection Legislation, the Authority is the Controller and the Contractor is the Processor. The only processing that the Processor is authorised to do is listed in Annex 1 to this Schedule 4 by the Controller and may not be determined by the Processor.
- 2 The Processor shall notify the Controller immediately if it considers that any of the Controller's instructions infringe the Data Protection Legislation.
- 3 The Processor shall provide all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Controller, include:
 - (a) a systematic description of the envisaged processing operations and the purpose of the processing;
 - (b) an assessment of the necessity and proportionality of the processing operations in relation to the Services;
 - (c) an assessment of the risks to the rights and freedoms of Data Subjects; and
 - (d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
- 4 The Processor shall, in relation to any Personal Data processed in connection with its obligations under this Agreement:
 - (a) process that Personal Data only in accordance with Annex 1 to this Schedule 4, unless the Processor is required to do otherwise by Law. If it is so required the Processor shall promptly notify the Controller before processing the Personal Data unless prohibited by Law;
 - (b) ensure that it has in place Protective Measures, which are appropriate to protect against a Data Loss Event, which the Controller may reasonably reject (but failure to reject shall not amount to approval by the Controller of the adequacy of the Protective Measures), having taken account of the:
 - (i) nature of the data to be protected;
 - (ii) harm that might result from a Data Loss Event;
 - (iii) state of technological development; and
 - (iv) cost of implementing any measures;
 - (c) ensure that :
 - (i) the Processor Personnel do not process Personal Data except in accordance with this Agreement (and in particular Annex 1 to this Schedule 4);

- (ii) it takes all reasonable steps to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:
 - (A) are aware of and comply with the Processor's duties under this clause;
 - (B) are subject to appropriate confidentiality undertakings with the Processor or any Sub-processor;
 - (C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third Party unless directed in writing to do so by the Controller or as otherwise permitted by this Agreement; and
 - (D) have undergone adequate training in the use, care, protection and handling of Personal Data; and
- (d) not transfer Personal Data outside of the EU unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:
 - (i) the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Controller;
 - (ii) the Data Subject has enforceable rights and effective legal remedies;
 - (iii) the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Controller in meeting its obligations); and
 - (iv) the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the processing of the Personal Data;
- (e) at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the Agreement unless the Processor is required by Law to retain the Personal Data.

5 Subject to paragraph 6, the Processor shall notify the Controller immediately if it:

- (a) receives a Data Subject Access Request (or purported Data Subject Access Request);
- (b) receives a request to rectify, block or erase any Personal Data;
- (c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
- (d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Agreement;
- (e) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or

(f) becomes aware of a Data Loss Event.

- 6 The Processor's obligation to notify under paragraph 5 shall include the provision of further information to the Controller in phases, as details become available.
- 7 Taking into account the nature of the processing, the Processor shall provide the Controller with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under paragraph 5 (and insofar as possible within the timescales reasonably required by the Controller) including by promptly providing:
 - (a) the Controller with full details and copies of the complaint, communication or request;
 - (b) such assistance as is reasonably requested by the Controller to enable the Controller to comply with a Data Subject Request within the relevant timescales set out in the Data Protection Legislation;
 - (c) the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;
 - (d) assistance as requested by the Controller following any Data Loss Event;
 - (e) assistance as requested by the Controller with respect to any request from the Information Commissioner's Office, or any consultation by the Controller with the Information Commissioner's Office.
- 8 The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this paragraph. This requirement does not apply where the Processor employs fewer than 250 staff, unless:
 - (a) the Controller determines that the processing is not occasional;
 - (b) the Controller determines the processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; or
 - (c) the Controller determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.
- 9 The Processor shall allow for audits of its Data Processing activity by the Controller or the Controller's designated auditor.
- 10 Each Party shall designate its own data protection officer if required by the Data Protection Legislation.
- 11 Before allowing any Sub-processor to process any Personal Data related to this Agreement, the Processor must:
 - (a) notify the Controller in writing of the intended Sub-processor and processing;
 - (b) obtain the written consent of the Controller;
 - (c) enter into a written agreement with the Sub-processor which give effect to the terms set out in this Schedule 14 such that they apply to the Sub-processor; and

(d) provide the Controller with such information regarding the Sub-processor as the Controller may reasonably require.

- 12 The Processor shall remain fully liable for all acts or omissions of any of its Sub-processors.
- 13 The Controller may, at any time on not less than 30 Working Days' notice, revise this paragraph by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this Agreement).
- 14 The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Controller may on not less than 30 Working Days' notice to the Processor amend this agreement to ensure that it complies with any guidance issued by the Information Commissioner's Office.
- 15 Subject to clause 14.5, the Processor shall indemnify the Controller on a continuing basis against any and all Losses incurred by the Controller arising from the Processor's Default under this Schedule 4 and/or any failure by the Processor or any Sub-processor to comply with their respective obligations under Data Protection Legislation.
- 16 Nothing in this Schedule 4 shall be construed as requiring the Processor or any relevant Sub-processor to be in breach of any Data Protection Legislation.

ANNEX 1 – Data Processing Schedule

1. The contact details of the Controller's Data Protection Officer are: [REDACTED] Care Quality Commission, **Redman Place, Stratford**, 2nd Floor, 2 Redman Place, Stratford, E20 1JQ; email: [REDACTED]
2. The contact details of the Processor's Data Protection Officer are: [REDACTED]
[REDACTED]
3. The Processor shall comply with any further written instructions with respect to processing by the Controller.
4. Any such further instructions shall be incorporated into this Schedule.

Description	Details
Identity of the Controller and Processor	The Parties acknowledge that for the purposes of the Data Protection Legislation, the Authority is the Controller and the Contractor is the Processor in accordance with Clause E2.1
Subject matter of the processing	<p>We will process the data given about recruitees (for face to face engagement) to determine whether they are correct fit for the people that we want to engage with on a particular piece of work</p> <p>We need to know if they new to CQC for our KPIs and quality monitoring.</p> <p>This data will include name, contact details, location, demographic data background</p>
Duration of the processing	<p>From the contract implementation to end – the call off nature means that the we will be able to use it throughout the entirety of the year. This may equate to 2 times per month, for varying number of recruits</p> <p>Data will be stored and processed from receiving the data. We will store the data for up to a year for ensure that the people we are getting from recruiters are different thus ensuring we are engaging with new people</p>
Nature and purposes of the processing	The processor will screen people according to our person specification. When these people have been screened, they will suggest who may be suitable for our engagement. We will then

	<p>use the information they share with us to determine if the person is suitable for work.</p> <p>Data will be shared with us via phone and online methods and will be stored securely at CQC. We will store data for up to a year to ensure that we are being offered different people for engagement.</p>
Type of personal data	The processor will share names, contact details (i.e phone and email) and background information with us as well as other demographic data
Categories of Data Subject	Members of the public who have signed up to be part of a recruitment platform or who have contact with charities that the recruiter works with.
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	What is done with data will be determined in writing with the data processor once the contract is in place.

SCHEDULE 5 – SECURITY REQUIREMENTS AND PLAN

INTERPRETATION AND DEFINITION

For the purposes of this Schedule 5, unless the context otherwise requires the following provisions shall have the meanings given to them below:

“Breach of Security” means the occurrence of unauthorised access to or use of the Premises, the Premises, the Services, the Contractor System, or any ICT or data (including Authority Data) used by the Authority or the Contractor in connection with the Contract.

“Contractor Equipment” means the hardware, computer and telecoms devices and equipment supplied by the Contractor or its Sub-Contractor (but not hired, leased or loaned from the Authority) for the provision of the Services;

“Contractor Software” means software which is proprietary to the Contractor, including software which is or will be used by the Contractor for the purposes of providing the Services and which is specified as such in Schedule 5.

“ICT” means Information Communications Technology and includes a diverse set of technological tools and resources used to communicate, and to create, disseminate, store and manage information, including computers, the Internet, broadcasting technologies (radio and television), and telephony.

“Protectively Marked” shall have the meaning as set out in HMG Security Policy Framework.

“Security Plan” means the Contractor’s security plan prepared pursuant to paragraph 3 an outline of which is set out in an Appendix to this Schedule 5.

“Software” means Specially Written Software, Contractor Software and Third Party Software.

“Specially Written Software” means any software created by the Contractor (or by a third party on behalf of the Contractor) specifically for the purposes of this Contract.

“Third Party Software” means software which is proprietary to any third party which is or will be used by the Contractor for the purposes of providing the Services including the software and which is specified as such in Schedule 7.

1. INTRODUCTION

This Schedule 5 covers:

- 1.1 principles of security for the Contractor System, derived from HMG Security Policy Framework, including without limitation principles of physical and information security;
- 1.2 wider aspects of security relating to the Services;
- 1.3 the creation of the Security Plan;
- 1.4 audit and testing of the Security Plan; and
- 1.5 breaches of security.

2. PRINCIPLES OF SECURITY

- 2.1 The Contractor acknowledges that the Authority places great emphasis on confidentiality, integrity and availability of information and consequently on the security of the Premises and the security for the Contractor System. The Contractor also acknowledges the confidentiality of Authority Data.
- 2.2 The Contractor shall be responsible for the security of the Contractor System and shall at all times provide a level of security which:
 - 2.2.1 is in accordance with Good Industry Practice and Law;
 - 2.2.2 complies with HMG Security Policy Framework; and
 - 2.2.3 meets any specific security threats to the Contractor System.
- 2.3 Without limiting paragraph 2.2, the Contractor shall at all times ensure that the level of security employed in the provision of the Services is appropriate to maintain the following at acceptable risk levels (to be defined by the Authority):
 - 2.3.1 loss of integrity of Authority Data;
 - 2.3.2 loss of confidentiality of Authority Data;
 - 2.3.3 unauthorised access to, use of, or interference with Authority Data by any person or organisation;
 - 2.3.4 unauthorised access to network elements, buildings, the Premises, and tools used by the Contractor in the provision of the Services;
 - 2.3.5 use of the Contractor System or Services by any third party in order to gain unauthorised access to any computer resource or Authority Data; and
 - 2.3.6 loss of availability of Authority Data due to any failure or compromise of the Services.
 - 2.3.7 processing and storage of authority data within the UK or by exception within the EEA. Any processing outside of the UK must be subject to specific approval by the Authority.

3. SECURITY PLAN

- 3.1 The Contractor shall develop, implement and maintain a Security Plan to apply during the Contract Period (and after the end of the term as applicable) which will be approved by the Authority, tested, periodically updated and audited in accordance with this Schedule 5.
- 3.2 A draft Security Plan provided by the Contractor as part of its bid is set out herein.
- 3.3 Prior to the Commencement Date the Contractor will deliver to the Authority for approval the final Security Plan which will be based on the draft Security Plan set out herein.
- 3.4 If the Security Plan is approved by the Authority it will be adopted immediately. If the Security Plan is not approved by the Authority the Contractor shall amend it within 10 Working Days of a notice of non-approval from the Authority and re-submit to the Authority for approval. The Parties will use all reasonable endeavours to ensure that the approval process takes as little time as possible and in any event no longer than 15 Working Days

(or such other period as the Parties may agree in writing) from the date of its first submission to the Authority. If the Authority does not approve the Security Plan following its resubmission, the matter will be resolved in accordance with clause 19 (Dispute Resolution). No approval to be given by the Authority pursuant to this paragraph 3.4 may be unreasonably withheld or delayed. However any failure to approve the Security Plan on the grounds that it does not comply with the requirements set out in paragraphs 3.1 to 3.4 shall be deemed to be reasonable.

3.5 The Security Plan will set out the security measures to be implemented and maintained by the Contractor in relation to all aspects of the Services and all processes associated with the delivery of the Services and shall at all times comply with and specify security measures and procedures which are sufficient to ensure that the Services comply with:

3.5.1 the provisions of this Schedule 5;

3.5.2 the provisions of Schedule 1 relating to security;

3.5.3 the Information Assurance Standards;

3.5.4 the data protection compliance guidance produced by the Authority;

3.5.5 the minimum set of security measures and standards required where the system will be handling Protectively Marked or sensitive information, as determined by the Security Policy Framework;

3.5.6 any other extant national information security requirements and guidance, as provided by the Authority's IT security officers; and

3.5.7 appropriate ICT standards for technical countermeasures which are included in the Contractor System.

3.6 The references to Quality Standards, guidance and policies set out in this Schedule shall be deemed to be references to such items as developed and updated and to any successor to or replacement for such Quality Standards, guidance and policies, from time to time.

3.7 If there is any inconsistency in the provisions of the above standards, guidance and policies, the Contractor should notify the Authorised Representative of such inconsistency immediately upon becoming aware of the same, and the Authorised Representative shall, as soon as practicable, advise the Contractor which provision the Contractor shall be required to comply with.

3.8 The Security Plan will be structured in accordance with ISO/IEC27002 and ISO/IEC27001 or other equivalent policy or procedure, cross-referencing if necessary to other schedules of the Contract which cover specific areas included within that standard.

3.9 The Security Plan shall not reference any other documents which are not either in the possession of the Authority or otherwise specified in this Schedule 5.

4. AMENDMENT AND REVISION

4.1 The Security Plan will be fully reviewed and updated by the Contractor annually or from time to time to reflect:

4.1.1 emerging changes in Good Industry Practice;

- 4.1.2 any change or proposed change to the Contractor System, the Services and/or associated processes;
 - 4.1.3 any new perceived or changed threats to the Contractor System;
 - 4.1.4 changes to security policies introduced Government-wide or by the Authority; and/or
 - 4.1.5 a reasonable request by the Authority.
- 4.2 The Contractor will provide the Authority with the results of such reviews as soon as reasonably practicable after their completion and amend the Security Plan at no additional cost to the Authority.
- 4.3 Any change or amendment which the Contractor proposes to make to the Security Plan (as a result of an Authority request or change to Schedule 1 or otherwise) shall be subject to a Variation and shall not be implemented until Approved.

5. AUDIT, TESTING AND PROTECTIVE MONITORING

- 5.1 The Authority shall be entitled to send a representative to witness the conduct of the Security Tests. The Contractor shall provide the Authority with the results of such tests (in an Approved form) as soon as practicable after completion of each Security Test.
- 5.2 Without prejudice to any other right of audit or access granted to the Authority pursuant to the Contract, the Authority shall be entitled at any time and without giving notice to the Contractor to carry out such tests (including penetration tests) as it may deem necessary in relation to the Security Plan and the Contractor's compliance with and implementation of the Security Plan. The Authority may notify the Contractor of the results of such tests after completion of each such test. Security Tests shall be designed and implemented so as to minimise the impact on the delivery of the Services.
- 5.3 Where any Security Test carried out pursuant to paragraphs 5.1 or 5.2 reveals any actual or potential security failure or weaknesses, the Contractor shall promptly notify the Authority of any changes to the Security Plan (and the implementation thereof) which the Contractor proposes to make in order to correct such failure or weakness. Subject to Approval in accordance with paragraph 4.3, the Contractor shall implement such changes to the Security Plan in accordance with the timetable agreed with the Authority or, otherwise, as soon as reasonably possible. For the avoidance of doubt, where the change to the Security Plan to address a non-compliance with HMG Security Policy Framework or security requirements, the change to the Security Plan shall be at no additional cost to the Authority. For the purposes of this paragraph, a weakness means a vulnerability in security and a potential security failure means a possible breach of the Security Plan or security requirements.

6. BREACH OF SECURITY

- 6.1 Either Party shall notify the other immediately upon becoming aware of any Breach of Security including, but not limited to an actual, potential or attempted breach, or threat to, the Security Plan.
- 6.2 Upon becoming aware of any of the circumstances referred to in paragraph 6.1, the Contractor shall immediately take all reasonable steps necessary to:
- 6.2.1 remedy such breach or protect the Contractor System against any such potential or attempted breach or threat; and

- 6.2.2 prevent an equivalent breach in the future;
- 6.2.3 collect, preserve and protect all available audit data relating to the incident and make it available on request to the Authority;
- 6.2.4 investigate the incident and produce a detailed report for the Authority within 5 working days of the discovery of the incident.

6.3 Such steps shall include any action or changes reasonably required by the Authority. If such action is taken in response to a breach that is determined by the Authority acting reasonably not to be covered by the obligations of the Contractor under the Contract, then the Contractor shall be entitled to refer the matter to the variation procedure set out in the Contract.

6.4 The Contractor shall as soon as reasonably practicable provide to the Authority full details (using such reporting mechanism as may be specified by the Authority from time to time) of such actual, potential or attempted breach and of the steps taken in respect thereof.

7. CONTRACT EXIT – SECURITY REQUIREMENTS

In accordance with clause 16 of the Contract, on termination of the Contract, either via early termination or completion of the Contract then the Contractor will either return all data to the Authority or provide a certificate of secure destruction using an industry and Authority approved method. Destruction or return of the data will be specified by the Authority at the time of termination of the Contract.

APPENDIX 1- OUTLINE SECURITY PLAN

ANNEX 1: BASELINE SECURITY REQUIREMENTS

1. SECURITY CLASSIFICATION OF INFORMATION

- 1.1 If the provision of the Services requires the Contractor to Process Authority Data which is classified as OFFICIAL, OFFICIAL-SENSITIVE or Personal Data, the Contractor shall implement such additional measures as agreed with the Authority from time to time in order to ensure that such information is safeguarded in accordance with the applicable legislative and regulatory obligations.

2. END USER DEVICES

- 2.1 The Contractor shall ensure that any Authority which resides on a mobile, removable or physically uncontrolled device is stored encrypted using a product or system component which has been formally assured through a recognised certification process agreed with the Authority except where the Authority has given its prior written consent to an alternative arrangement.
- 2.2 The Contractor shall ensure that any device which is used to Process Authority Data meets all of the security requirements set out in the NCSC End User Devices Platform Security Guidance, a copy of which can be found at: <https://www.ncsc.gov.uk/guidance/end-user-device-security>.

2A. TESTING

The Contractor shall at their own cost and expense, procure a CHECK or CREST Certified Contractor to perform an ITHC or Penetration Test prior to any live Authority data being transferred into their systems. The ITHC scope must be agreed with the Authority to ensure it covers all the relevant parts of the system that processes, stores or hosts Authority data.

3. DATA PROCESSING, STORAGE, MANAGEMENT AND DESTRUCTION

- 3.1 The Contractor and Authority recognise the need for the Authority's information to be safeguarded under the UK Data Protection regime or a similar regime. To that end, the Contractor must be able to state to the Authority the physical locations in which data may be stored, processed and managed from, and what legal and regulatory frameworks Authority Data will be subject to at all times.
- 3.2 The Contractor shall not, and shall procure that none of its Sub-contractors, process Authority Data outside the EEA without the prior written consent of the Authority and the Contractor shall not change where it or any of its Sub-contractors process Authority Data without the Authority's prior written consent which may be subject to conditions.
- 3.3 The Contractor must be able to demonstrate they can supply a copy of all data on request or at termination of the service, and must be able to securely erase or destroy all data and media that the Authority data has been stored and processed on.

The Contractor shall:

- 3.3.1 provide the Authority with all Authority Data on demand in an agreed open format;

- 3.3.2 have documented processes to guarantee availability of Authority Data in the event of the Contractor ceasing to trade;
- 3.3.3 securely destroy all media that has held Authority Data at the end of life of that media in line with Good Industry Practice; and
- 3.3.4 securely erase any or all Authority Data held by the Contractor when requested to do so by the Authority.

4. NETWORKING

- 4.1 The Authority requires that any Authority Data transmitted over any public network (including the Internet, mobile networks or un-protected enterprise network) or to a mobile device must be encrypted when transmitted.
- 4.2 The Authority requires that the configuration and use of all networking equipment to provide the Services, including those that are located in secure physical locations, are at least compliant with Good Industry Practice.

5. SECURITY ARCHITECTURES

- 5.1 Contractors should design the service in accordance with:
 - NCSC " Security Design Principles for Digital Services "
 - NCSC " Bulk Data Principles "
 - NSCS " Cloud Security Principles "

6. PERSONNEL SECURITY

- 6.1 All Contractor Personnel shall be subject to a pre-employment check before they may participate in the provision and or management of the Services. Such pre-employment checks must include all pre-employment checks which are required by the HMG Baseline Personnel Security Standard or equivalent including: verification of the individual's identity; verification of the individual's nationality and immigration status; and, verification of the individual's employment history; verification of the individual's criminal record. The Contractor maybe required implementing additional security vetting for some roles.

7. IDENTITY, AUTHENTICATION AND ACCESS CONTROL

- 7.1 The Contractor must operate an appropriate access control regime to ensure that users and administrators of the service are uniquely identified. The Contractor must retain records of access to the physical sites and to the service.

8. AUDIT AND PROTECTIVE MONITORING

- 8.1 The Contractor shall collect audit records which relate to security events in delivery of the service or that would support the analysis of potential and actual compromises. In order to facilitate effective monitoring and forensic readiness such Contractor audit records should (as a minimum) include:
 - 8.1.1 regular reports and alerts setting out details of access by users of the service, to enable the identification of (without limitation) changing access trends, any unusual patterns of usage and/or accounts accessing higher

than average amounts of Authority Data. The retention periods for audit records and event logs must be agreed with the Authority and documented.

8.2 The Contractor and the Authority shall work together to establish any additional audit and monitoring requirements for the ICT Environment.

8.3 The Contractor shall retain audit records collected in compliance with this Paragraph 8.3 for a period of at least 6 months.

9. VULNERABILITIES AND CORRECTIVE ACTION

9.1 Contractors shall procure and implement security patches to vulnerabilities in accordance with the timescales specified in the NCSC Cloud Security Principle 5.

9.2 Contractor must ensure that all COTS Software and Third Party COTS Software be kept up to date such that all Contractor COTS Software and Third Party COTS Software are always in mainstream support.

10. RISK ASSESSMENT

10.1 The Contractor should perform a technical information risk assessment on the service supplied and be able to demonstrate what controls are in place to address those risks.

ANNEX 2: CONTRACTOR'S SECURITY MANAGEMENT PLAN



RWL Physical Security Statement

1. Introduction

This statement describes RWL's controls over the physical security of personal data provided by both research participants and clients when staff are home working, as well as building security for Regency House, Quadrant Business Centre, 219a Hatfield Road, St Albans, AL1 4TB (which has not been in daily use since March 2020).

2. Controls over physical security of personal data

- All personal data MUST be stored electronically, in 12 digit password protected files, on RWL's controlled access IT system.
 - Access to RWL's IT system is limited to 5 named individuals: Malcolm Scott, Amy Smith, Jill Barnett, Danica Minic and Gemma Haddock. All are employees of RWL.
 - Access is protected by two-step authentication.
- 12 digit passwords MUST be communicated in person, by telephone;
- 12 digit passwords MUST only be communicated to members of the team directly involved in the project;
- Personal data MUST NOT be kept in hard copy format;
- Personal data MUST NOT be transferred to any removable media;
- In the unlikely eventuality that client data is provided in hard copy format:
 - This data MUST be stored in RWL's Phoenix 2500 Data Combi safe. Access to this is by protected by fingerprint and restricted to named individuals: Malcolm Scott, Emily Moloney, Amy Smith and Jill Barnett.
 - This data MUST be destroyed securely by PHS Datashred (who destroy all other hard copy documents) who operate to the BS EN15713:2009 security standard and whose staff are vetted to BS7858 security standard.

3. Building security controls

- Access to the building is restricted to named members of staff: Malcolm Scott, Emily Moloney, Amy Smith, Jill Barnett, Danica Minic and Gemma Haddock.
- These individuals are keyholders and follow the clear steps for securing the building on exit:
 - Check all windows are closed;
 - Check all fire doors are closed;
 - Check safe is closed;
 - Arm the alarm and wait to hear it is set once the door has been locked.
- All external doors are secured with custom-built locks produced by Alban locksmiths, which are compliant with BS 8621. Windows are fitted with locks.
- The building is secured by a 24-hour monitored alarm system supplied by Armour Security.

SCHEDULE 6 – CHANGE CONTROL

Contract Change Note

Contract Change Note Number	
Contract Reference Number & Title	
Variation Title	
Number of Pages	

WHEREAS the Contractor and the Authority entered into a Contract for the supply of [project name] dated [dd/mm/yyyy] (the "Original Contract") and now wish to amend the Original Contract

IT IS AGREED as follows

1. The Original Contract shall be amended as set out in this Change Control Notice:

Change Requestor / Originator		
Summary of Change		
Reason for Change		
Revised Contract Price	Original Contract Value	£
	Previous Contract Changes	£
	Contract Change Note [x]	£
	New Contract Value	£
Revised Payment Schedule		
Revised Specification (See Annex [x] for Details)		
Revised Term/Contract Period		
Change in Contract Manager(s)		
Other Changes		

2. Save as herein amended all other terms of the Original Contract shall remain effective.
3. This Change Control Notice shall take effect on

SIGNED ON BEHALF OF THE AUTHORITY:	SIGNED ON BEHALF OF THE CONTRACTOR:
Signature:	Signature:
Name:	Name:
Position:	Position:
Date:	Date:

SCHEDULE 7 – THIRD PARTY SOFTWARE

CONTRACTOR SOFTWARE

For the purposes of this Schedule 7, “**Contractor Software**” means software which is proprietary to the Contractor, including software which is or will be used by the Contractor for the purposes of providing the Services. The Contractor Software comprises the following items:

Software	Contractor (if Affiliate of the Contractor)	Purpose	No. of Licences	Restrictions	No. of copies	Other	To be deposited in escrow?

THIRD PARTY SOFTWARE

For the purposes of this Schedule 7, “**Third Party Software**” means software which is proprietary to any third party which is or will be used by the Contractor for the purposes of providing the Services including the software specified in this Schedule 7. The Third Party Software shall consist of the following items:

Third Party Software	Contractor	Purpose	No. of Licences	Restrictions	No. of copies	Other	To be deposited in escrow?

SCHEDULE 8 – EXIT MANAGEMENT STRATEGY

To be discussed at kick-off meeting.