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Contract for (Short Form – Services)

Parliamentary Monitoring

Contract Reference

CQC AM 129

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Terms and Conditions of Contract for Services

1 Interpretation

1.1 In these terms and conditions:

- “Agreement” means the contract consisting of these terms and conditions, any attached Schedules, the invitation to tender including Specification, the Tender Response and Award Letter between (I) the Care Quality Commission (“Customer”) and (ii) Randall’s Limited (“Contractor”);
- “Approval” means the written consent of the Customer;
- “Award Letter” means the letter from the Customer to the Contractor containing these terms and conditions;
- “Central Government Body” means a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics:
- (a) Government Department;
 - (b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);
 - (c) Non-Ministerial Department; or
 - (d) Executive Agency;
- “Charges” means the charges for the Services as specified in the Schedule 2;
- “Confidential Information” means all information, whether written or oral (however recorded), provided by the disclosing Party to the receiving Party and which (I) is known by the receiving Party to be confidential; (ii) is marked as or stated to be confidential; or (iii) ought reasonably to be considered by the receiving Party to be confidential;
- “Contractor” means the person named as Contractor who was awarded this contract;
- “Customer” means the Care Quality Commission;
- “DPA” means the Data Protection Act 1998;

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

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

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

1.2.1 References to numbered clauses are references to the relevant clause in these terms and conditions;

1.2.2 Any obligation on any Party not to do or omit to do anything shall include an obligation not to allow that thing to be done or omitted to be done;

1.2.3 The headings to the clauses of these terms and conditions are for information only and do not affect the interpretation of the Agreement;

1.2.4 any reference to an enactment includes reference to that enactment as amended or replaced from time to time and to any subordinate legislation or byelaw made under that enactment; and

1.2.5 The word 'including' shall be understood as meaning 'including without limitation'.

2 Priority of documents

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

- a) These terms and conditions

- b) The Schedules
- c) Any other document referred to in these terms and conditions

3 Supply of Services

- 3.1 In consideration of the Customer's agreement to pay the Charges, the Contractor shall supply the Services to the Customer for the Term subject to and in accordance with the terms and conditions of the Agreement.
- 3.2 In supplying the Services, the Contractor shall:
 - 3.2.1 Co-operate with the Customer in all matters relating to the Services and comply with all the Customer's instructions;
 - 3.2.2 Perform the Services with all reasonable care, skill and diligence in accordance with good industry practice in the Contractor's industry, profession or trade;
 - 3.2.3 Use Staff who are suitably skilled, experienced and possess the required qualifications to perform tasks assigned to them and in sufficient number to ensure that the Contractor's obligations are fulfilled in accordance with the Agreement;
 - 3.2.4 Ensure that the Services shall conform with all descriptions and specifications set out in the Specification;
 - 3.2.5 Comply with all applicable laws; and
 - 3.2.6 Provide all equipment, tools and vehicles and other items as are required to provide the Services.
- 3.3 The Customer may by written notice to the Contractor at any time request a variation to the scope of the Services. If the Contractor agrees to any variation to the scope of the Services, the Charges shall be subject to fair and reasonable adjustment to be agreed in writing between the Customer and the Contractor.

SCHEDULE 1

Specification

EXECUTIVE SUMMARY

The Care Quality Commission is the independent regulator of health and adult 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 monitor, inspect and regulate services to make sure they meet fundamental standards of quality and safety and we publish what we find, including performance ratings to help people choose care. Our role is to:

- Register care providers.
- Monitor, inspect and rate services.
- Take action to protect people who use services.
- Speak with our independent voice, publishing regional and national views of the major quality issues in health and social care.

More information about CQC we are can be found at <http://www.cqc.org.uk/content/who-we-are>. In April 2013 we published a three year strategy, *Raising standards, putting people first* (available to <http://www.cqc.org.uk/public/about-us/our-performance-and-plans/our-strategy-and-business-plan>), setting out a clear purpose for CQC. To deliver our purpose, we made significant changes to how we work and introduced a new approach to our inspections. We have now introduced this new approach and we aim by the end of 2016/17 to have inspected all health and social care services that are registered with us under this new approach.

More information on how we inspect and regulate can be found at <http://www.cqc.org.uk/content/how-we-inspect-and-regulate-guide-providers> and information on the fundamental standards can be found at <http://www.cqc.org.uk/content/fundamental-standards>.

We published the final stage of consultation on this proposed new strategy in January 2016, information on which is available at <http://www.cqc.org.uk/content/2016-2021-strategy-consultation>. This new strategy will oversee how we approach the 'next phase' of our inspections, once we have inspected every registered provider once.

The Parliamentary Government and Stakeholder Engagement (PGSE) team uses this external service to:

- Support our accountability to Parliament by allowing us to monitor and update colleagues on the passage of legislation through Parliament which could impact on CQC's operating model, and engage with Parliamentarians on this information where appropriate or required.
- Support our accountability to Parliament by allowing us to monitor and update colleagues on key verbal or written Parliamentary Questions or debates in Parliament which reference or relate to CQC's work, and engage with Parliamentarians on this information where appropriate or required.
- Support our accountability to Parliament by allowing us to undertake background

research on specific subjects or Parliamentarians, ahead of engagement opportunities or meetings (internal or external).

- Support our accountability to Parliament by allowing us to track Select Committee inquiries and monitor sessions.
- Monitor and update colleagues on relevant policy developments from Government or political parties, using this information to inform our own engagement activities.
- Monitor and update colleagues on the activities of relevant stakeholder organisations, using this information to inform our own engagement activities and sharing it across CQC. Such stakeholders would be for example (but not exclusively) trade associations representing providers of health and social Care services, English political parties, think tanks, charities, Government Departments, Arms' Length Bodies and other Non-Departmental Public Bodies.
- Inform our forward looking organisation wide communications planner.

We use the monitoring service to ensure that all relevant internal colleagues are updated as required. This includes the CQC Board and Executive Team.

The CQC's decision to appoint will be based upon a written proposal from those organisations invited to tender.

THE REQUIREMENT

The Parliamentary Government and Stakeholder Engagement (PGSE) team require a monitoring service which provides the following:

Immediate email notification of particularly key or high profile parliamentary, government or stakeholder developments. For example, an announcement from a stakeholder organisation on a report they have published on the future of health care regulation, or notification of key Ministerial changes. In these instances, the email should contain all the information so the viewer does not need to 'click through', although a link to the primary source should be included. The Contractor must be experienced and knowledgeable enough to make a judgement on the importance of an announcement.

Summary emails twice a day that collate all parliamentary, government or stakeholder developments in to one email, split by four sections: Hospitals, Adult Social Care, Primary Medical Services, Mental Health and Cross-sector subjects. These emails should ideally include labelled links for each piece of stakeholder news, so that the viewer can choose which item they wish to read and then click through to the information via a link to the primary source.

Daily email round ups of PQs tabled which are relevant to CQC, in addition to immediate notification of any that reference CQC.

Email notification of any CQC mention must be sent to CQC PGSE team as soon as possible, for example (but not exclusive to), oral questions, debates or tabled PQs.

Immediate updates on the passage of key legislation relevant to CQC as they happen, including (but not limited to) notification of amendments tabled and publication of related documents such as explanatory notes. With links to the primary sources and locations of publications.

All such emails should be sent to specified email addresses, supplied by CQC, for individual and shared inboxes.

Access to a database of contact information. This should at the very least include contact information and background details (such as previous careers, past and present parliamentary roles etc.) on all English MPs and all Peers. Contacts for the devolved assemblies, English local government, Special Advisors, and political party staff would be a beneficial but not essential. It would be beneficial to also have contact information for civil servants and parliamentary researchers.

Access to a team of parliamentary experts who can answer any queries we or our colleagues may have on parliamentary process. It would be beneficial to also have summaries of debates or select committee sessions.

In terms of the areas of policy and stakeholder activity which are of most interest to CQC, we take a strong interest in health and social care matters. However, while the CQC has a broad remit, not all health related announcements will be directly relevant to us. We are looking for a Contractor who will constantly develop their understanding of CQC and our role, and who will be willing to engage with us to specifically identify the type and extent of information we wish to receive.

We are also interested in the wider regulatory agenda – for instance, any views of stakeholders or government on regulation in general or policy, stakeholder developments and announcements related to regulation.

We are looking to develop our forward communications planning capacity. With that in mind we need to receive notification of external events and announcements as soon as possible so they can be fed into our communications and engagement grid and used to make decisions about our priorities and future activities.

We would require our contractor to have a strong understanding of CQC and the sectors we operate within, including:

- Our business and operating model, including how we structure our inspections under three Chief Inspectors;
- Our corporate priorities;
- The challenges facing the health and social care sector;
- The challenges and pressures facing system regulators such as CQC.

All information we receive through our monitoring contract is used by the PGSE team internally. For example, we produce a weekly roundup of parliamentary and stakeholder news for colleagues, published each Friday and laid out by the three main sectors in which we operate (hospitals, adult social care, and primary medical services). We also use information we receive on legislation and related parliamentary debates within briefing papers advising our Executive team and other colleagues on potential engagement activity that we may wish to undertake. We spend a significant amount of time monitoring debates, select committees and oral parliamentary question times, all of which we do in real time, and we produce concise summaries for colleagues' information. Anything that our monitoring contract can offer in the way of support for this activity would be helpful, such as for example summaries of select committee session.

The monitoring service is not required to:

- Engage in any lobbying on behalf of the Care Quality Commission, or engage in any activity which would be perceived as lobbying on behalf of the Care Quality Commission.
- Provide any advice relating to any aspect CQCs engagement work.

The Contractor must be experienced and knowledgeable enough to make a judgement on the importance of an announcement.

AUTHORITY RESPONSIBILITIES

The Parliamentary and Stakeholder Engagement Manager will act as the CQC Contract Manager and primary point of contact for the successful contractor. The contractor will also have regular contact with other members of the Parliamentary Government and Stakeholder Engagement team (PGSE) who will draw on the service provided by the contractor.

CONTRACTOR RESPONSIBILITIES

The Contractor shall:

- (a) Appoint a Contract Manager to oversee the work and liaise with, and report as CQC requires, to CQC's Contract Manager;
- (b) Monitor the quality of the service provision to ensure customer satisfaction;
- (c) Ensure, at a minimum, a bi-annual review of the contract performance including a 'keeping in touch' exercise, such as bi-annual meetings with CQC, to ensure that the contractor is across all the key issues of interest to CQC so that the notifications we receive are covering the correct subjects;
- (d) Perform quality assurance on all aspects of the service delivered, ensuring that information is accurate to the best of their knowledge and to advise as soon as possible when incorrect information is provided;
- (e) Ensure that the cost of the contract does not exceed that agreed in the contract and that the CQC Contract Manager is apprised on anything that may affect the agreed cost or the performance of the contract.

Contract Management and Monitoring

The key performance indicators for this Contract shall include, as a minimum:

- Provision of services (as outlined above) on a daily basis or by other dates specified by CQC and agreed with the Contractor.
- Excellent quality of work maintained at all times, judged by accuracy of content, timeliness of the update, and relevance to CQC.
- Summary emails must arrive before 11:00 and the second email before 16:00.
- Daily emails must arrive before 16:00 each day.

SCHEDULE 2 CHARGES

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Please find below the completed pricing schedule for Randall's Monitoring:

Service Element	Cost (including VAT) Year 1	Cost (Including VAT) Year 2	Overall cost (Including VAT)
1. Immediate email notification 2. Summary email 3. Daily email 4. Email notification when CQC are mentioned	We offer an all-inclusive service and as such do not itemise each separate element of the service.	We offer an all-inclusive service and as such do not itemise each separate element of the service.	£20,400.00 N.B. This is an all-inclusive figure and covers all service elements listed opposite.
Immediate updates: On the passage of key legislation relevant to CQC as they happen.	We offer an all-inclusive service and as such do not itemise each separate element of the service.	We offer an all-inclusive service and as such do not itemise each separate element of the service.	
Access to database of Contact information	This was priced separately at £1,680 in our 2014 proposal. We are now offering to include this service free of additional charge.	This was priced separately at £1680 in our 2014 proposal. We are now offering to include this service free of additional charge.	
Access to a team of Parliamentary experts who will answer queries we or our colleagues may have on parliamentary process.	We offer an all-inclusive service and as such we do not charge separately for access to our team of experts nor do we limit our clients to a specified number of hours research support per month.	We offer an all-inclusive service and as such we do not charge separately for access to our team of experts nor do we limit our clients to a specified number of hours research support per month.	

Total cost of this contract will not exceed £30,000.00 over the life of the contract.

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Details of any discounts (narrative)

We are mindful of the financial pressures on all public sector organisations in the current economic climate and have taken steps to ensure the CQC receives full value for money from our service. For example, we did not increase in the fee charged to the Healthcare Commission/CQC for the first seven years of the contract.

Furthermore, when we won the contract back in 2014, we actually reduced the fee to [REDACTED] despite an increased workload brought about by changes to the CQC's requirements.

To provide further assistance, this proposal now includes access to our Touchbase contact management system, previously quoted in our 2014 proposal as a separate line item at a cost of [REDACTED] for no additional charge.

Total (including VAT) N.B. This is an all-inclusive figure and covers all	£20,400.00
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SCHEDULE 3

SUPPLIER RESPONSE

Service Delivery Proposal

Provide detailed examples of similar work that you have undertaken in order to provide us with an appreciation of your abilities to successfully fulfil the CQC's requirements. Please also address how you will ensure value for money throughout the life of the contract.

Response:

Relevant experience

We are extremely familiar with the CQC and its priorities as we have been providing a service to the CQC since 2014. As we also provided a service to the CQC (and its predecessor, the Healthcare Commission) between 2005-12, we have effectively been servicing this account for 9 of the past 11 years. Over this period, we have dealt with several CQC parliamentary and stakeholder engagement managers and we are proud of the fact that several of them have hired us in their subsequent roles, including public affairs posts at BUPA and the Health Foundation.

This experience enables us to make accurate judgements on the relative importance of a particular announcement and we are in immediate touch by phone and email for all key developments, including all references to the CQC, whether in parliamentary debates, oral or written questions, Early Day Motions or other parliamentary papers.

As our competitors' monitoring is largely done by algorithm, you will not get the same degree of accuracy that our team provide. We use scanning techniques to ensure nothing is missed but believe technology will only take you so far. You still need the human skill and judgement of an experienced team to sort the wheat from the chaff. For example, there is a world of difference between a passing CQC reference in a statistical written answer and a critical comment in the Commons chamber.

Through a combination of our experience, our regular contacts with CQC's PGSE unit and the innate curiosity of our monitoring team we ensure that the CQC is notified of all items of potential interest, whether or not the item is listed in the CQC's schedule of interest or contains a particular keyword thrown up by an algorithm. Similarly, our regular Breaking News updates keep the CQC with all significant political developments (reshuffles, resignations, by-election results, etc.)

Although new areas of topical interest regularly arise, the key areas we currently look at include acute care, adult social care, primary care, mental health and other cross-cutting issues. We also take our lead from the CQC's strategy paper for 2016-2021 which sets out the key challenges for the CQC. These relate in particular to:

- Gaining and maintaining public and professional trust
- Effective use of technology and data security
- Local devolution
- Impact of Brexit
- Implementation of a seven-day NHS
- Integrated and personalised care
- The Carter Review
- Building relationships with other regulators

These priorities are examined in greater detail in response to the later question "Knowledge of CQC, our priorities, challenges and relevant experience of the health and social care sectors".

Broader Sectoral Experience

More generally, we have specialised in providing cost-effective, tailored parliamentary monitoring services for nearly 40 years and have extensive experience in the health and social care sectors. The very broad range of prestigious health and social care sector clients listed below has given us a very well-rounded appreciation of the key issues for the sector and has contributed to our expertise.

Our current client base includes the following organisations, almost all of whom came to us on the back of a personal recommendation by another public affairs professional in the health and social care sectors:

- British Medical Association
- British Heart Foundation
- British Psychological Society
- British Society for Immunology
- BUPA
- General Medical Council
- General Pharmaceutical Council
- Health and Social Care Professions Council
- Health Foundation
- Royal College of Nursing
- Royal College of Surgeons
- Royal College of GPs
- Royal College of Physicians
- Royal College of Pathologists
- Royal College of Paediatrics and Child Health
- Professional Standards Authority for Health and Social Care

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- NHS Trust Development Authority
- NHS England
- Nursing and Midwifery Council
- Recovery Focus
- Think Ahead

In terms of case studies, all of the organisations listed above have contracted us to provide a very similar monitoring service to that required by the CQC. If you have personal contacts in any of these organisations, please feel free to get in touch informally to ask about our services.

Processes and procedures

Our core monitoring service covers all items listed in Section 2: The Requirement. In the final analysis, all organisations bidding for this contract should be monitoring the same key information sources. The difference is how each organisation approaches the monitoring task. Our distinctive, highly-personalised approach to delivering a fast, accurate and responsive monitoring service is summarised below:

Methodology

There is a common methodology for all our monitoring. Central to this is having a team of experienced staff, with extensive contacts within Government, the political parties and parliamentary offices. This enables us to obtain material quickly, evaluate its importance, and disseminate it rapidly using our email/web delivery streams. It also means we have the necessary expertise to help with any ad hoc assistance that may be required.

We place a high premium on retaining talented personnel who fully appreciate our client's requirements and our staff retention record is excellent. By way of example, all of our current staff have worked on the CQC account for a period of between one and nine years.

This level of experience enables us to sift intelligently material according to its relevance, highlighting the most urgent items and enabling the CQC to respond to them. It is equally important to filter out irrelevant material to prevent the client from being overwhelmed with data. In our experience, this cannot be done properly by inexperienced staff or automated systems that rely primarily on algorithms and keyword references.

We foster a team ethos and operate a profit share scheme (based on the John Lewis model) for all our staff. The net result is a motivated team who are responsive, flexible and have a vested interest in providing a first class service.

All new staff undergo a lengthy training process and all their work is supervised by senior team members.

Sources

We receive all published parliamentary papers, all press releases, consultation papers, etc., issued by Government departments, political parties and a vast number of other stakeholders. We also have a range of press sources which enable us to obtain written ministerial statements, speeches and party political material as soon as they are issued. In addition to these information streams, we also conduct daily manual and RSS checks of a huge number key websites to ensure nothing is missed. We have also developed bespoke software systems which provide us with instant alerts whenever new documents are added or changes made to literally thousands of political and stakeholder websites. Rather than simply inundating our clients with every item which contains a keyword, each new item is read and evaluated before deciding whether or not it should be sent.

Delivery

Email is the standard means of communication. On a daily basis, all Hansard material is scanned by 8.30am and we alert you by email to any direct client reference or priority items. We also convert any paper-based material (such as amendments or manuscript Ministerial Statements) to pdf files and email them as attachments. Relevant press releases are emailed as they come in, as well as posted on your bespoke website.

Additionally, we are happy to put in place bespoke arrangements to meet particular client requirements. The twice daily summary emails we designed and currently deliver to the CQC are a perfect example of this flexibility.

Bespoke website

Clients also have access to a fully searchable, bespoke website which is an online archive of all your monitoring material. It is updated hourly during the day and builds into a comprehensive, fully-searchable, information archive. It also includes full, up-to-date "Who's Who" listings, with MP and Peer profiles, details of Government and Opposition party spokesmen, committee membership and Special Advisor details.

Licensed users

We do not limit the number of licensed users. From our experience, clients need the ability for other colleagues to be able to access the monitoring package, as well as the ability to work from home or other locations. We have no problem with registered users forwarding content to other colleagues within the same domain or with multiple users registering for web access. For practical reasons, we would simply request that the number of contact email addresses to which we directly send material is kept to below ten. That said, we are happy to send the monitoring to a generic email such as pgseteam@cqc.org.uk (or some such). Similarly, to maintain the personal nature of the relationship, we encourage all requests for advice or research to be channeled via our main contacts in the CQC's PGSE team.

Telephone/email support

In addition to the above, we place a very high premium on our ability to respond quickly and helpfully to any queries or ad hoc research requests. We are also in immediate contact for all urgent matters, such as where a client is specifically named.

We respond to all research requests within minutes and provide a clear indication of when the work will be completed. Most requests are dealt with within a couple of hours. Typical requests include advice on parliamentary procedure, the likely timings for Bill stages, lists of MPs/Peers with interests in a particular sector, contact details for Special Advisers, civil servants, etc.

Indicative timescales

Although timings inevitably vary depending on the timing of sittings, this table sets out the approximate time we send each element of monitoring:

By 8.30am	Priority Early Day Motions Direct client references in new Early Day Motions tabled overnight
By 8.40am	Daily Business Sheet Forthcoming parliamentary business, speeches, ministerial statements, select committee details and other political events scheduled for the day
By 8.30am	Priority Hansard and Question Book monitoring Direct client references in Hansard and other specially requested items Full text of requested debates Direct client references in new Parliamentary Questions (by 9am)
By 10am	Other Early Day Motions Other relevant but non-priority EDMs tabled overnight
By 12.30pm	Parliamentary questions (PQs) Other relevant PQs tabled overnight
By 11.05 am	Mid-morning/Lunchtime update (12.45 pm on Mondays and 9.05 am on Thursdays) On Mondays, following the Prime Minister's Spokesman's lobby briefing on the political "grid" for the forthcoming week, we produce a comprehensive "Weekly look ahead" detailing the key announcements/speeches/events scheduled for the week. On other sitting days, the mid-morning update confirms any other new ministerial statements scheduled for the day.

12.30-1pm	Daily Monitoring Bulletin Containing all other relevant (but non-priority) items from Hansard
Thursdays: Weekly Business Immediately after Business Statement Detail of next week's business in both Houses By 4.30pm Weekly Business Sheets Full details of all parliamentary business in Commons and Lords All scheduled Select Committee meetings and publications Legislation tracker Westminster Roundup (listing political news, new consultations, appointments, etc.)	
By 4.40pm	Provisional Business Optional additional bulletin detailing draft business for the following day

Regular summaries

In addition to the regular bulletins listed above, we can also provide a variety of customised daily summary reports according to clients' requirements. This is best demonstrated by the current arrangement under which we provide two supplementary email reports for the CQC which categorise the monitoring into five separate sections. Self-evidently, we would have no problem adapting these reports to reflect the CQC's four revised sections as set out in the CQC's new Requirement.

Access to Parliamentary Experts

In addition to providing the regular monitoring feed, we also respond instantly to regular requests from the CQC PGSE team for:

- Committee summaries, transcripts, speeches, reports and details of special advisers and their email addresses.
- Coverage of specific events in Parliament e.g. bullet point summaries of Urgent Questions delivered within minutes.
- Bespoke round-ups of stakeholder responses to a specific event or the publication of a CQC report.
- Requests for Members with specific interests and contact details.
- Detailed advice on points of procedure such as likely timings of Bill debates, the likely duration of the committee stage of a particular Bill or more technical guidance relating to handling of statutory instruments.

We respond to all research requests within minutes and provide a clear indication of when the work will be completed. Straightforward queries are answered instantly and more detailed tasks are usually completed within in a couple of hours.

Flexibility

Alongside the responsiveness of our experienced team, our flexibility is what differentiates us from our competitors. This enables us to adjust our monitoring to cover client crises quickly and effectively. As we work with many clients who are often the subject of adverse press coverage, particularly in the health and social care, regulatory and retail sectors, we are well versed in handling sudden increases in parliamentary and political interest in particular issues. As well as handling the increased workflow, we also phone clients to alert them to specific exchanges and can produce tailored reports on committee sessions and debates.

Flexibility is a key element of our monitoring team. Although we are happy to designate a single point of contact if the client prefers, we are deliberately structured to enable our office team to work together for all our clients. We work on the basis that anyone who answers the telephone should know who the client is and what their priorities are. This means that in the event of sickness or absence, the quality of service can be maintained at all times via the other team members.

Whereas some competitors make a virtue of assigning "single" account managers to clients, they do not make clear that each "personal" account manager is also the account manager for scores of other clients.

In terms of flexibility of our monitoring offering, we regularly survey our clients to ensure they are happy with every aspect of our service and actively consult them to discuss potential improvements to our service. Recent examples include the successful launch of our Touchbase contact management system which was designed in consultation with clients who were dissatisfied with the systems provided by our competitors. We listened to what they wanted from a public affairs contact management system and built Touchbase to match that specification.

Similarly, a foreign government client asked us to alter the frequency of our email alerts for their ministerial team as they did not wish to receive numerous "live" updates throughout the day. As a result, we now produce a single summary email for them at 4pm each day which contains their entire monitoring package. We have now extended this service to all our clients who prefer not to receive real-time updates throughout the day.

Access to contact information

All clients have access to a bespoke website which provides contact information and background details on all MPs, Peers, and members of the devolved parliaments and assemblies in Scotland, Wales, Northern Ireland and London. We only include these details as we can be sure they are always 100% accurate.

We also provide an online contact management tool, Touchbase, which enables users to quickly and easily communicate (and track communications) with parliamentarians from Westminster, Scotland, Wales, Northern Ireland, the Greater London Assembly and UK members of the European Parliament.

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This online system allows subscribers to build a list of contacts, send emails and store notes on individual contacts or groups. These emails and notes are fully searchable and can be shared between different users.

The system is far simpler than other CMS services as it integrates with your usual email client to send emails, which removes all the usual issues of spam or masked email addresses. Everything goes from your desktop, and replies are direct to your inbox.

You are able to keep and maintain your own contacts, alongside those in the central database. We can check and provide accurate contact details for special advisors, researchers, civil servants and others which can then be added to your Touchbase contacts. This data remains unique to you and can be downloaded at any time.

As well as being able to compose their own bespoke groups, the system offers over 75 pre-built groups covering:

- ***Government and Opposition post holders***
- ***Select Committee membership***
- ***All-Party Group membership***
- ***MPs sorted by name, party, region and many other categories***

Additionally, as well as being able to build groups based on parliamentarians' political interests, users can also easily create a group comprising all MPs or Peers who spoke in a particular parliamentary debate or mentioned a particular term.

You can also generate instant reports on all your contact history with either a single person or a group with a simple click of the mouse.

Some of our competitors attempt to make a virtue of including details of civil servants, parliamentary researchers and local government figures. We do not do this for three reasons; firstly, it is virtually impossible for any organisation – including our competitors - to keep these details completely up to date as they are neither regularly nor reliably published; secondly, we are frequently contacted by prospective clients who have formed a negative view of a competitor as a result of inaccuracies in this data. As our reputation is everything, we do not want the same thing to happen to us; thirdly, clients only ever need to know the details of a relatively few individuals at any one time. Consequently, we think it more valuable to the client to check these details are 100% accurate at the time they need them and enable them to add them as contacts via our Touchbase system.

Data protection

In terms of data protection, we comply fully with the Data Protection Act and are registered with the Information Commissioner's Office.

The only confidential information that is held on our servers relates to our Touchbase contact management system. In terms of the security of this system, please note the following:

- We do not store any clear text passwords. All passwords are md5 (one way 128 bit encrypted).
- Our username and encrypted password list is stored in the server's file system, i.e., not reachable from the web.
- Client data is stored in binary format in an XML database.
- We host with iomart who have won awards for the quality of their systems.
- We use HTTPS which adds the security capabilities of SSL/TLS to standard HTTP communications. This means that communications between our web server and your web browser are fully secure.

Value for Money

Whereas service quality tends to be the ultimate deciding factor when clients are comparing providers, we are mindful of the financial pressures on all public sector organisations in the current economic climate.

In this context, we have taken steps to ensure the CQC receives full value for money from our service. For example, we did not increase in the fee charged to the Healthcare Commission/CQC for the first seven years of the contract.

Furthermore, when we won the contract back in 2014, we actually reduced the fee to £8,500 (ex VAT), despite an increased workload brought about by changes to the CQC's requirements.

To provide further assistance, this proposal now includes access to our Touchbase contact management system - previously quoted in our 2014 proposal as a separate line item at a cost of £1,400 per annum (ex VAT) - for no additional charge.

Quality Control Systems

We strive to deliver a faultless service at all times, but we recognise that on rare occasions things can go wrong. We welcome (and actively seek) constructive feedback from our clients on all aspects of our service. We take all such feedback very seriously as it is invaluable in helping us evaluate and improve for the benefit of all clients. This feedback brings about continuous improvement in our services and we update and amend our policies and procedures in the light of this feedback.

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Our Quality Control System comprises a series of Check Lists documenting every aspect of our service, as well as related forms, templates and reference documents and is updated on a continuous basis.

Should any issue of quality arise, we will seek to resolve the issue within a timeframe and via method acceptable to the client. If there is an issue with an IT system that we cannot quickly resolve, we will always offer to provide an alternative way to obtain the data or information. For example, if a client needs a list of MPs interested in a particular area, we will do the research ourselves and pass the results to the client.

All client Monitoring Briefs are documented in our internal Client Management System, and any changes are communicated via this system to every member of the Randall's team. Our system allows us to adapt and evolve client interests as needed and for any changes to be instantly communicated to the team so that they can be applied immediately.

In terms of procedures, we have two members of the Randall's team who run a rolling programme of client contact and review, ensuring that we speak to every client at least every six months. In reality, we are in such regular contact (on a weekly if not daily basis) that these formal reviews are often not required. Through this programme we ensure that interests are kept up to date and we are aware of any changing priorities.

As Directors of the business, Chris Tuohy and Patrick Robathan are directly responsible for all aspects of our service and as they sit alongside our monitoring team they are immediately aware of any issues that might affect service delivery to clients.

As we win almost all new business as a result of personal recommendations from satisfied clients, it is absolutely essential for us to maintain the highest possible standards of service quality at all times. Our reputation means everything to us and is the absolute guarantor of service quality.

We are confident that these quality control measures are effective as we have not had to escalate our complaints process or lost a client due to dissatisfaction with our service for over a decade. We have only ever lost a client when a competitor was offering a particular service that we did not offer at that time.

When we temporarily lost the CQC account in 2012, we were informed by CQC feedback that it was solely due to the fact that we did not at that time offer a contact management solution. We are proud of the fact that we won the contract back in 2014 when we had introduced such a solution.

Management, Supervision and Labour Resources

Provide details of Key Personnel who will be used to carry out the work, with descriptions of their roles, responsibilities and experience including any sub- contractors that you would propose to use for this work with particular emphasis on data protection.

Response:

In terms of numbers, there would be six key personnel involved in servicing the contract, including the two directors. We also have a team of freelance journalists and academics who provide us with reporting services on an ad hoc basis. We do not use sub-contractors.

Assistant Director, Bradley Rogers, and Head of Monitoring, Amy Rogers, are responsible for the smooth running of the monitoring team and both are actively involved in all elements of the monitoring process each day. They are assisted in this regard by Deputy Head of Monitoring, Lori Marriott and Monitoring Executive, Sangeeta Mandalia. They, in turn, are supported by two Monitoring Assistants, Peter Carlyon and Fleur ten Hacken. Our two Directors sit alongside the monitoring team and provide support, guidance and oversight. Our Parliamentary Editor is responsible for preparing, commissioning and maintaining quality control over all

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debate or committee summaries produced by our reporting team.

In terms of particular responsibilities, our team is deliberately structured to ensure that all members of the team are trained to handle every element of the monitoring process. This includes:

- downloading, processing and distributing relevant content from all parliamentary source material (Hansard, Order Book, EDMs, Committee press releases, reports and transcripts and their equivalent publications in Scotland, Wales and Northern Ireland)
- processing and distributing incoming press releases/web content
- responding to research requests
- drafting (or proofing) bespoke reports of select committee sessions
- alerting clients to key parliamentary exchanges in debates, departmental question, PMQs, etc and providing transcripts as required
- researching and preparing daily and weekly business bulletins
- compiling and/or proofing summary reports

Key personnel

The names of the key personnel who would work on the day-to-day servicing of the account are as follows:

██████████ (Director) joined RPS in 1985 (becoming a director in 1989), following several years in the Ministry of Defence, which he joined

after graduating from Oxford.

██████████ (Director) joined the organisation in 1990 after working in the London Office of the European Commission. He became a director in 1994.

██████████ (Assistant Director) has over 20 years monitoring experience and recently joined Randall's from Dod's Monitoring, where he was Head of Monitoring and Head of Information Services.

██████████ (Head of Monitoring) has a BA in History from Queen Mary College, UCL.

██████████ (Deputy Head of Monitoring) has a BA in Sociology and an MA in International Relations from Warwick University.

██████████ (Monitoring Executive) has a BA in Politics from Brunel University.

Management

In terms of management, the nominated Contract Manager is Chris Tuohy. However, as both directors work directly with the monitoring team, they are able to oversee the process continually and ensure the highest possible standards of service.

Communication with CQC staff

We are able to provide the best service when there is a regular communication with the client. Consequently, we would look to liaise very closely with your designated points of contact to constantly review and refine our service to ensure it meets your requirements at all times.

Quality control

We strive to deliver a faultless service at all times, but we recognise that on rare occasions things can go wrong. We welcome (and actively seek) constructive feedback from our clients on all aspects of our service. We take all such feedback very seriously as it is invaluable in helping us evaluate and improve for the benefit of all clients. This feedback brings about continuous improvement in our services and we update and amend our policies and procedures in the light of this feedback. Our Quality Control System comprises a series of Check Lists documenting every aspect of our service, as well as related forms, templates and reference documents and is updated on a continuous basis.

Should any issue of quality arise, we will seek to resolve the issue within a timeframe and via method acceptable to the client. If there is an issue with an IT system that we cannot quickly resolve, we will always offer to provide an alternative way to obtain the data or information. For example, if a client needs a list of MPs interested in a particular area, we will do the research

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ourselves and pass the results to the client.

4 Term

- 4.1 The Agreement 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 Customer may extend the Agreement for a period of up to 12 months by giving not less than 30 Working days notice in writing to the Contractor prior to the Expiry Date. The terms and conditions of the Agreement shall apply throughout any such extended period.

5 Charges, Payment and Recovery of Sums Due

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

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

6 Premises and equipment

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

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

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

7 Staff and Key Personnel

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

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

And the Contractor shall comply with any such notice.

- 7.2 The Contractor shall:

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

- 7.3 Any Key Personnel shall not be released from supplying the Services without the agreement of the Customer, except by reason of long-term sickness, maternity leave, paternity leave, termination of employment or other extenuating circumstances.
- 7.4 Any replacements to the Key Personnel shall be subject to the prior written agreement of the Customer (not to be unreasonably withheld). Such replacements shall be of at least equal status or of equivalent experience and skills to the Key Personnel being replaced and be suitable for the responsibilities of that person in relation to the Services.

- 7.5 At the Customer's written request, the Contractor shall provide a list of names and addresses of all persons who may require admission in connection with the Contract to the Premises, specifying the capacities in which they are concerned with the Contract and giving such other particulars as the Customer may reasonably request.
- 7.6 The Contractor's Staff, engaged within the boundaries of the Premises shall comply with such rules, regulations and requirements (including those relating to security arrangements) as may be in force from time to time for the conduct of personnel when at or outside the Premises.
- 7.7 The Customer may require the Contractor to ensure that any person employed in the provision of the Services has undertaken a Criminal Records Bureau check as per the Staff Vetting Procedures.

8 Assignment and sub-contracting

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

9 Intellectual Property Rights

- 9.1 All intellectual property rights in any materials provided by the Customer to the Contractor for the purposes of this Agreement shall remain the property of the Customer but the Customer hereby grants the Contractor a royalty-free, non-exclusive and non-transferable license to use such materials as

Required until termination or expiry of the Agreement for the sole purpose of enabling the Contractor to perform its obligations under the Agreement.

9.2 All intellectual property rights in any materials created or developed by the Contractor pursuant to the Agreement or arising as a result of the provision of the Services shall vest in the Customer. If, and to the extent, that any intellectual property rights in such materials vest in the Contractor by operation of law, the Contractor hereby assigns to the Customer by way of a present assignment of future rights that shall take place immediately on the coming into existence of any such intellectual property rights all its intellectual property rights in such materials (with full title guarantee and free from all third party rights).

9.3 The Contractor hereby grants the Customer:

9.3.1 a perpetual, royalty-free, irrevocable, non-exclusive license (with a right to sub-license) to use all intellectual property rights in the materials created or developed pursuant to the Agreement and any intellectual property rights arising as a result of the provision of the Services; and

9.3.2 A perpetual, royalty-free, irrevocable and non-exclusive license (with a right to sub-license) to use:

a) Any intellectual property rights vested in or licensed to the Contractor on the date of the Agreement; and

b) any intellectual property rights created during the Term but which are neither created or developed pursuant to the Agreement nor arise as a result of the provision of the Services,

Including any modifications to or derivative versions of any such intellectual property rights, which the Customer reasonably requires in order to exercise its rights and take the benefit of the Agreement including the Services provided.

9.4 The Contractor shall indemnify, and keep indemnified, the Customer in full against all costs, expenses, damages and losses (whether direct or indirect), including any interest, penalties, and reasonable legal and other professional fees awarded against or incurred or paid by the Customer as a result of or in connection with any claim made against the Customer for actual or alleged infringement of a third party's intellectual property arising out of, or in connection with, the supply or use of the Services, to the extent that the claim is attributable to the acts or omission of the Contractor its Staff, agents or sub-contractors.

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

10 Governance and Records

- 10.1 The Contractor shall:

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

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

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

11 Confidentiality, Transparency and Publicity

- 11.1 Subject to clause 11.2, each Party shall:

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

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

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

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

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

11.2.3 on a confidential basis, to its professional advisers;

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

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

11.2.6 Where the receiving Party is the Customer:

- a) On a confidential basis to the employees, agents, consultants and contractors of the Customer;
- b) On a confidential basis to any other Central Government Body, any successor body to a Central Government Body or any company to which the Customer transfers or proposes to transfer all or any part of its business;
- c) To the extent that the Customer (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions; or
- d) In accordance with clause 12.

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

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

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

12 Freedom of Information

- 12.1 The Contractor acknowledges that the Customer is subject to the requirements of the FOIA and the Environmental Information Regulations 2004 and shall and procure that any sub-contractor shall:
- 12.1.1 Provide all necessary assistance and cooperation as reasonably requested by the Customer to enable the Customer to comply with its obligations under the FOIA and the Environmental Information Regulations 2004;
 - 12.1.2 Transfer to the Customer all Requests for Information relating to this Agreement that it receives as soon as practicable and in any event within 2 Working Days of receipt;
 - 12.1.3 Provide the Customer with a copy of all Information belonging to the Customer requested in the Request for Information which is in its possession or control in the form that the Customer requires within 5 Working Days (or such other period as the Customer may reasonably specify) of the Customer's request for such Information; and
 - 12.1.4 Not respond directly to a Request for Information unless authorised in writing to do so by the Customer.
- 12.2 The Contractor acknowledges that the Customer may be required under the FOIA and the Environmental Information Regulations 2004 to disclose Information concerning the Contractor or the Services (including commercially sensitive information) without consulting or obtaining consent from the Contractor. In these circumstances the Customer shall, in accordance with any relevant guidance issued under the FOIA, take reasonable steps, where appropriate, to give the Contractor advance notice, or failing that, to draw the disclosure to the Contractor's attention after any such disclosure.
- 12.3 Notwithstanding any other provision in the Agreement, the Customer shall be responsible for determining in its absolute discretion whether any Information relating to the Contractor or the Services is exempt from disclosure in accordance with the FOIA and/or the Environmental Information Regulations 2004.

13 Protection of Personal Data and Security of Data

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

- 13.2 Notwithstanding the general obligation in clause 13.1, where the Contractor is processing Personal Data for the Customer as a data processor (as defined by the DPA) the Contractor shall:
- 13.2.1 Process the Personal Data only in accordance with instructions from the Customer (which may be specific instructions or instructions of a general nature) as set out in this Contract or as otherwise notified by the Customer;
 - 13.2.2 Comply with all applicable laws;
 - 13.2.3 Take reasonable steps to ensure the reliability of its staff and agents who may have access to the Personal Data;
 - 13.2.4 Obtain prior written consent from the Customer in order to transfer the Personal Data to any sub-contractor for the provision of the Services;
 - 13.2.5 Not cause or permit the Personal Data to be transferred outside of the European Economic Area without the prior consent of the Customer;
 - 13.2.6 Not disclose Personal Data to any third parties in any circumstances other than with the written consent of the Customer or in compliance with a legal obligation imposed upon the Customer;
 - 13.2.7 ensure that it has in place appropriate technical and organisational measures to ensure the security of the Personal Data (and to guard against unauthorised or unlawful processing of the Personal Data and against accidental loss or destruction of, or damage to, the Personal Data), as required under the Seventh Data Protection Principle in Schedule 1 to the DPA;
 - 13.2.8 Provide the Customer with such information as the Customer may reasonably request to satisfy itself that the Contractor is complying with its obligations under the DPA;
 - 13.2.9 Promptly notify the Customer of:
 - a) Any breach of the security requirements of the Customer as referred to in clause 13.3; and
 - b) Any complaint or request for personal data; and
 - 13.2.10 ensure that it does not knowingly or negligently do or omit to do anything which places the Customer in breach of the Customer's obligations under the DPA.

- 13.3. When handling Customer data (whether or not Personal Data), the Contractor shall ensure the security of the data is maintained in line with the security requirements of the Customer as notified to the Contractor from time to time.
- 13.4. The Contractor shall fully indemnify the Customer against the costs of dealing with any claims made in respect of any information subject to the DPA, which claims would not have arisen but for some act, omission or negligence on the part of the Contractor, its sub-contractors, agent or Staff.
- 13.5. The Contractor shall be liable for, and shall indemnify the Customer against all actions, suits, claims, demands, losses, charges, costs and expenses suffered or incurred by the Customer and/or any third party arising from and/or in connection with any Breach of Security or attempted Breach of Security (to the extent that such actions, suits, claims, demands, losses, charges, costs and expenses were not caused by any act or omission by the Customer).
- 13.6. The provisions of this clause shall apply during the term of the agreement and indefinitely after its expiry or termination.

14 Liability and Insurance

- 14.1. The Contractor shall not be responsible for any injury, loss, damage, cost or expense suffered by the Customer if and to the extent that it is caused by the negligence or willful misconduct of the Customer or by breach by the Customer of its obligations under the Agreement.
- 14.2. Subject always to clauses 14.3 and 14.4:
- 14.2.1. the aggregate liability of the Contractor in respect of all defaults, claims, losses or damages howsoever caused, whether arising from breach of the Agreement, the supply or failure to supply of the Services, misrepresentation (whether tortious or statutory), tort (including negligence), breach of statutory duty or otherwise shall in no event exceed [a sum equal to 125% of the Charges paid] or payable to the Contractor; and
- 14.2.2. Except in the case of claims arising under clauses 9.4 and 18.3, in no event shall the Contractor be liable to the Customer for any:
- a) Loss of profits;
 - b) loss of business;
 - c) Loss of revenue;
 - d) Loss of or damage to goodwill;

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

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

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

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

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

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

14.4 The Contractor's liability under the indemnity in clause 9.4 and 18.3 shall be unlimited.

14.5 The Contractor shall hold:

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

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

15 Force Majeure

15.1 Neither Party shall have any liability under or be deemed to be in breach of the Agreement for any delays or failures in performance of the Agreement which result from circumstances beyond the reasonable control of the Contractor. Each Party shall promptly notify the other Party in writing, using the most expeditious method of delivery, when such circumstances cause a delay or failure in performance, an estimate of the length of time delay or failure shall continue and when such circumstances cease to cause delay or failure in performance. If such circumstances continue for a continuous period of more than 30 days, either Party may terminate the Agreement by written notice to the other Party.

15.2 Any failure by the Contractor in performing its obligations under the Agreement which results from any failure or delay by an agent, sub-contractor or supplier shall be regarded as due to Force Majeure only if that agent, sub-contractor or supplier is itself impeded by Force Majeure from complying with an obligation to the Contractor.

16 Termination

- 16.1 The Customer may terminate the Agreement at any time by notice in writing to the Contractor to take effect on any date falling at least 1 month (or, if the Agreement is less than 3 months in duration, at least 10 Working Days) later than the date of service of the relevant notice.
- 16.2 Without prejudice to any other right or remedy it might have, the Customer may terminate the Agreement by written notice to the Contractor with immediate effect if the Contractor:
- 16.2.1 (without prejudice to clause 16.2.5), is in material breach of any obligation under the Agreement which is not capable of remedy;
 - 16.2.2 repeatedly breaches any of the terms and conditions of the Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms and conditions of the Agreement;
 - 16.2.3 is in material breach of any obligation which is capable of remedy, and that breach is not remedied within 30 days of the Contractor receiving notice specifying the breach and requiring it to be remedied;
 - 16.2.4 undergoes a change of control within the meaning of section 416 of the Income and Corporation Taxes Act 1988;
 - 16.2.5 breaches any of the provisions of clauses 7.2, 11, 12, 13 and 17; or
 - 16.2.6 becomes insolvent, or if an order is made or a resolution is passed for the winding up of the Contractor (other than voluntarily for the purpose of solvent amalgamation or reconstruction), or if an administrator or administrative receiver is appointed in respect of the whole or any part of the Contractor's assets or business, or if the Contractor makes any composition with its creditors or takes or suffers any similar or analogous action (to any of the actions detailed in this clause 16.2.6) in consequence of debt in any jurisdiction.
- 16.3 The Contractor shall notify the Customer as soon as practicable of any change of control as referred to in clause 16.2.4 or any potential such change of control.
- 16.4 The Contractor may terminate the Agreement by written notice to the Customer if the Customer has not paid any undisputed amounts within 90 days of them falling due.

- 16.5 Termination or expiry of the Agreement shall be without prejudice to the rights of either Party accrued prior to termination or expiry and shall not affect the continuing rights of the Parties under this clause and clauses 2, 3.2, 6.1, 6.2, 6.6, 6.7, 7, 9, 10.2, 11, 12, 13, 14, 16.6, 17.4, 18.3, 19 and 20.7 or any other provision of the Agreement that either expressly or by implication has effect after termination.
- 16.6 Upon termination or expiry of the Agreement, the Contractor shall:
- 16.6.1 give all reasonable assistance to the Customer and any incoming Contractor of the Services; and
 - 16.6.2 return all requested documents, information and data to the Customer as soon as reasonably practicable.

17 Compliance

- 17.1 The Contractor shall promptly notify the Customer of any health and safety hazards which may arise in connection with the performance of its obligations under the Agreement. The Customer shall promptly notify the Contractor of any health and safety hazards which may exist or arise at the Customer's premises and which may affect the Contractor in the performance of its obligations under the Agreement.
- 17.2 The Contractor shall:
- 17.2.1 comply with all the Customer's health and safety measures while on the Customer's premises; and
 - 17.2.2 notify the Customer immediately of any incident occurring in the performance of its obligations under the Agreement on the Customer's premises where that incident causes any personal injury or damage to property which could give rise to personal injury.
- 17.3 The Contractor shall:
- 17.3.1 perform its obligations under the Agreement in accordance with all applicable equality Law and the Customer's equality and diversity policy as provided to the Contractor from time to time; and
 - 17.3.2 take all reasonable steps to secure the observance of clause 17.3.1 by all Staff.
- 17.4 The Contractor shall supply the Services in accordance with the Customer's environmental policy as provided to the Contractor from time to time.
- 17.5 The Contractor shall comply with, and shall ensure that its Staff shall comply with, the provisions of:

17.5.1 the Official Secrets Acts 1911 to 1989; and

17.5.2 section 182 of the Finance Act 1989.

18 Prevention of Fraud, Corruption and Bribery

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

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

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

18.2 The Contractor shall not during the Term:

18.2.1 commit a Prohibited Act; and/or

18.2.2 do or suffer anything to be done which would cause the Customer or any of its employees, consultants, contractors, sub-contractors or agents to contravene any of the Relevant Requirements or otherwise incur any liability in relation to the Relevant Requirements.

18.3 The Contractor shall, during the Term establish, maintain and enforce, and require that its Sub-Contractors establish, maintain and enforce, policies and procedures which are adequate to ensure compliance with the Relevant Requirements and prevent the occurrence of a Prohibited Act; and shall notify the Customer immediately if it has reason to suspect that any breach of clauses 18.1 and/or 18.2 has occurred or is occurring or is likely to occur.

18.4 If the Contractor or the Staff engages in conduct prohibited by clause 18.1 or commits fraud in relation to the Agreement or any other contract with the Crown (including the Customer) the Customer may:

18.4.1 terminate the Agreement and recover from the Contractor the amount of any loss suffered by the Customer resulting from the termination, including the cost reasonably incurred by the Customer of making other arrangements for the supply of the Services and any additional expenditure incurred by the Customer throughout the remainder of the Agreement; or

18.4.2 recover in full from the Contractor any other loss sustained by the Customer in consequence of any breach of this clause.

19 Dispute Resolution

- 19.1 The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the Agreement within 20 Working Days of either Party notifying the other of the dispute and such efforts shall involve the escalation of the dispute to an appropriately senior representative of each Party.
- 19.2 If the dispute cannot be resolved by the Parties within one month of being escalated as referred to in clause 19.1, the dispute may by agreement between the Parties be referred to a neutral adviser or mediator (the "Mediator") chosen by agreement between the Parties. All negotiations connected with the dispute shall be conducted in confidence and without prejudice to the rights of the Parties in any further proceedings.
- 19.3 If the Parties fail to appoint a Mediator within one month 20 Working Days of the agreement to refer to a Mediator, either Party shall apply to the Centre for Effective Dispute Resolution to appoint a Mediator.
- 19.4 If the Parties fail to enter into a written agreement resolving the dispute within one month of the Mediator being appointed, or such longer period as may be agreed by the Parties, either Party may refer the dispute to Court.
- 19.5 The commencement of mediation shall not prevent the parties commencing or continuing court or arbitration proceedings in relation to the dispute.

20 General

- 20.1 Each of the Parties represents and warrants to the other that it has full capacity and authority, and all necessary consents, licences and permissions to enter into and perform its obligations under the Agreement, and that the Agreement is executed by its duly authorised representative.
- 20.2 A person who is not a party to the Agreement shall have no right to enforce any of its provisions which, expressly or by implication, confer a benefit on him, without the prior written agreement of the Parties. This clause does not affect any right or remedy of any person which exists or is available apart from the Contracts (Rights of Third Parties) Act 1999 and does not apply to the Crown.
- 20.3 The Agreement cannot be varied except in writing signed by a duly authorised representative of both the Parties.
- 20.4 In the event that the Contractor is unable to accept the variation to the Specification or where the Parties are unable to agree a change to the Contract Price, the Customer may:

- 20.4.1 allow the Contractor to fulfil its obligations under the Agreement without the variation to the Specification;
- 20.4.2 terminate the Contract with immediate effect, except where the Contractor has already provided all or part of the Services or where the Contractor can show evidence of substantial work being carried out to fulfil the requirement of the Specification, and in such case the Parties shall attempt to agree upon a resolution to the matter. Where a resolution cannot be reached, the matter shall be dealt with under the Dispute Resolution procedure detailed at clause 19.
- 20.5 The Agreement contains the whole agreement between the Parties and supersedes and replaces any prior written or oral agreements, representations or understandings between them. The Parties confirm that they have not entered into the Agreement on the basis of any representation that is not expressly incorporated into the Agreement. Nothing in this clause shall exclude liability for fraud or fraudulent misrepresentation.
- 20.6 Any waiver or relaxation either partly, or wholly of any of the terms and conditions of the Agreement shall be valid only if it is communicated to the other Party in writing and expressly stated to be a waiver. A waiver of any right or remedy arising from a breach of contract shall not constitute a waiver of any right or remedy arising from any other breach of the Agreement.
- 20.7 The Agreement shall not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the Parties other than the contractual relationship expressly provided for in the Agreement. Neither Party shall have, nor represent that it has, any authority to make any commitments on the other Party's behalf.
- 20.8 Except as otherwise expressly provided by the Agreement, all remedies available to either Party for breach of the Agreement (whether under the Agreement, statute or common law) are cumulative and may be exercised concurrently or separately, and the exercise of one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.
- 20.9 If any provision of the Agreement is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from the Agreement and rendered ineffective as far as possible without modifying the remaining provisions of the Agreement, and shall not in any way affect any other circumstances of or the validity or enforcement of the Agreement.
- 20.10 The Contractor shall take appropriate steps to ensure that neither the Contractor nor any Staff is placed in a position where, in the reasonable opinion of the Customer, there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Contractor and

the duties owed to the Customer under the provisions of the Agreement. The Contractor will disclose to the Customer full particulars of any such conflict of interest which may arise.

- 20.11 The Customer reserves the right to terminate the Agreement immediately by notice in writing and/or to take such other steps it deems necessary where, in the reasonable opinion of the Customer, there is or may be an actual conflict, or potential conflict between the pecuniary or personal interest of the Contractor and the duties owed to the Customer pursuant to this clause shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to the Customer.
- 20.12 The Agreement constitutes the entire contract between the Parties in respect of the matters dealt with therein. The Agreement supersedes all prior negotiations between the Parties and all representations and undertakings made by one Party to the other, whether written or oral, except that this clause shall not exclude liability in respect of any Fraud or fraudulent misrepresentation.

21 Notices

- 21.1 Except as otherwise expressly provided in the Agreement, no notice or other communication from one Party to the other shall have any validity under the Agreement unless made in writing by or on behalf of the Party concerned.
- 21.2 Any notice or other communication which is to be given by either Party to the other shall be given by letter (sent by hand, first class post, recorded delivery or special delivery), or by facsimile transmission or electronic mail (confirmed in either case by letter), Such letters shall be addressed to the other Party in the manner referred to in clause 21.3. Provided the relevant communication is not returned as undelivered, the notice or communication shall be deemed to have been given 2 Working Days after the day on which the letter was posted, or 4 hours, in the case of electronic mail or facsimile transmission or sooner where the other Party acknowledges receipt of such letters, facsimile transmission or item of electronic mail.

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

21.3.1 For the Customer: Care Quality Commission

151 Buckingham Palace Road

For the attention of: Tom Coales

Tel: [REDACTED]

Email: [REDACTED]

21.3.2 For the Randall's Parliamentary service ltd
(trading as Randall's monitoring)

St George's House,

George St Huntingdon

PE29 3GH

For the attention ChrisTuohy

Tel: [REDACTED]

Email: [REDACTED]

21.4 Either Party may change its address for service by serving a notice in accordance with this clause.

21.5 Notices under clauses 15 (Force Majeure) and 16 (Termination) may be served by email only if the original notice is then sent to the recipient by personal delivery or recorded delivery in the manner set out in clause 21.1.

22 Governing Law and Jurisdiction

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

23 TUPE

N/A

24 Start and end date

This contract will start on 13th September 2016 and will end on 12th September 2018 with the option to extend for a further one year.

25 Contract Signatures

IN WITNESS of which agreement has been duly executed by the parties. For and on behalf of the supplier

Name and Title:	CHRIS TUOHY
Signature:	
Date:	16.9.16

For and on behalf of the customer

Name and Title:	CHRIS TUOHY DIR OF EDO
Signature:	
Date:	14/11/16