

Award Form

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

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

1.	Buyer	CARE QUALITY COMMISSION (CQC) of City Gate, Gallowgate, Newcastle upon Tyne NE1 4PA (the Buyer).
2.	Supplier	Name: Cambridge University Technical Services Limited Address: The Old Schools, Trinity Lane, Cambridge CB2 1TS Registration number: 5749230
3.	Contract	<p>This Contract between the Buyer and the Supplier is for the supply of Deliverables - CQC require a rapid review of available external evidence relating to organisational abuse safeguarding concerns, with a focus on learning from how they were processed. This requirement has been identified by a cross-organisational working group to address an evidence gap. – see Annex 1 (Specification) to this Award Form for full details.</p> <p>This Award Form is issued pursuant to the CQC Research and Evaluation Multi-Lot Framework Agreement, EP&S 052</p>
4.	Contract reference	CQC EP&S 092 Organisational Abuse Rapid Review (Lot 4)
5.	Buyer Cause	Additional costs or adverse effect on performance have been caused by the Supplier as a result of being provided with fundamentally misleading information by or on behalf of the Buyer and the Supplier could not reasonably have known that the information was incorrect or misleading at the time such information was provided.

6.	Collaborative working principles	The Collaborative Working Principles do not apply to this Contract. (See Clause 3.1.3 for further details.)
7.	Financial Transparency Objectives	The Financial Transparency Objectives do not apply to this Contract. (See Clause 6.3 for further details.)
8.	Start Date	06 th January 2025
9.	Expiry Date	31 st March 2025
	Initial Term	Initial Term means a period starting on the Start Date and ending on the Expiry Date.
10.	Extension Period	NOT APPLICABLE
11.	Ending this Contract without a reason	The Buyer shall be able to terminate this Contract in accordance with Clause 14.3 provided that the amount of notice that the Buyer shall give to terminate in Clause 14.3 shall be 1 Month.
12.	Incorporated Terms (together these documents form the " this Contract ")	<p>The following documents are incorporated into this Contract.</p> <ul style="list-style-type: none"> (a) This Award Form including the Annexes. (b) the Call-Off Terms and Conditions including the Schedules. (c) the Framework Agreement including the Schedules. <p>If there is any conflict, the following order of precedence applies:</p> <ul style="list-style-type: none"> 1) the Call-Off Terms and Conditions including the Schedules. 2) This Award Form and Annexes except Annex 2. 3) the terms of the Framework Agreement, the Schedules to the Framework Agreement except Schedule 4 (the Service Provider's Tender). 4) any other document referred to in the clauses of the Contract. 5) Annex 2 (Supplemental Direct Award response) to the Award Form, unless any part of the Supplemental Direct

		<p>Award response offers a better commercial position for the Buyer (as decided by the Buyer, in its absolute discretion), in which case that part of the Supplemental Tender will take precedence over the documents above.</p> <p>6) Schedule 4 to the Framework Agreement (the Service Provider's Direct Award response) unless any part of the Service Provider's Direct Award response offers a better commercial position for the Buyer (as decided by the Buyer, in its absolute discretion), in which case that part of the Service Provider's Direct Award response will take precedence over the documents above.</p>
13.	Special Terms	<p>1) Special Term 1 – Data Processing – Clause 18.1 of the Call Off Terms and Conditions shall be varied as follows: <i>The Supplier must process Personal Data and ensure that Supplier Staff process Personal Data only in accordance with Annex 3 to this Award Form.</i></p> <p>Special Term 2 – NOT APPLICABLE</p> <p>Special Term 3 – NOT APPLICABLE</p>
14.	Buyer's Environmental Policy	NOT APPLICABLE
15.	Social Value Commitment	The Supplier agrees, in providing the Deliverables and performing its obligations under this Contract, to deliver the Social Value outcomes in the Framework Agreement and provide the Social Value Reports as set out in Schedule 26 (Sustainability)
16.	Buyer's Security Requirements and Security and ICT Policy	https://view.officeapps.live.com/op/view.aspx?src=https%3A%2F%2Fwww.cqc.org.uk%2Fsites%2Fdefault%2Ffiles%2F2024-02%2F20240220_CQC_Information_Governance_Policies.odt&wdOrigin=BROWSELINK
17.	Charges	<p>£ 44,905.00 Including VAT</p> <p>Details in Annex 2 to this Award Form and Schedule 3 of Call-Off Terms and Conditions (Charges)</p>

18.	Estimated Year 1 Charges	£ 44,905.00 Including VAT
19.	Reimbursable expenses	Any expense that the Buyer may in its absolute discretion allow must be approved by the Buyer prior to being incurred and must be in accordance with the Buyer's relevant policy.
20.	Payment method	BACS
21.	Service Levels	NOT APPLICABLE
22.	Liability	In accordance with Clause 15.1 each Party's total aggregate liability in each Contract Year under this Contract (whether in tort, contract or otherwise) is no more than the greater of £1 million or 150% of the Estimated Yearly Charges. In accordance with Clause 15.5, the Supplier's total aggregate liability in each Contract Year under Clause 18.8.5 is no more than the Data Protection Liability, being £5 million.
23.	Cyber Essentials Certification	Not required
24.	Progress Meetings and Progress Reports	Weekly update by email and Teams meetings as required
25.	Guarantor	NOT APPLICABLE
26.	Virtual Library	NOT APPLICABLE
27.	Supplier's Contract Manager	<div></div> <div></div> <div></div>

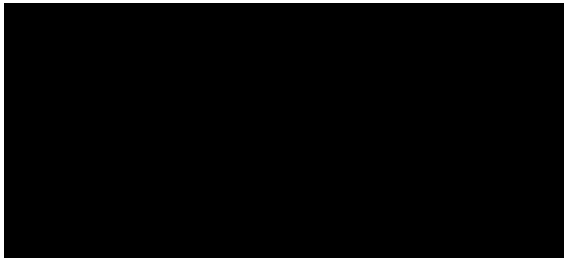
28.	Supplier Authorised Representative	<div></div> <div></div> <div></div>
29.	Supplier Compliance Officer	NOT APPLICABLE
30.	Supplier Data Protection Officer	<div></div> <div></div> <div></div>
31.	Supplier Marketing Contact	NOT APPLICABLE
32.	Key Subcontractors	<p>Key Subcontractor 1</p> <p>Name (Registered name if registered): THIS Institute, University of Cambridge</p> <p>Registration number (if registered): n/a</p> <p>Role of Subcontractor: Delivery of requirement and project oversight</p> <p>Key Subcontractor 2</p> <p>RQL Consulting Ltd</p> <p>Registration number: 11628464</p> <p>Role of Subcontractor: Delivery of requirement (conducting, analysing, and coding the interviews and analysing the journals)</p>
33.	Buyer Authorised Representative	<div></div> <div></div> <div></div>

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

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

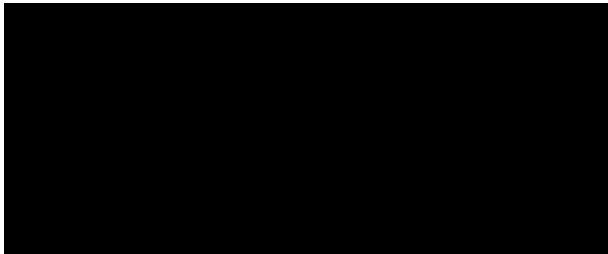
SIGNED for and on behalf of **CARE QUALITY COMMISSION**

Authorised Signatory:

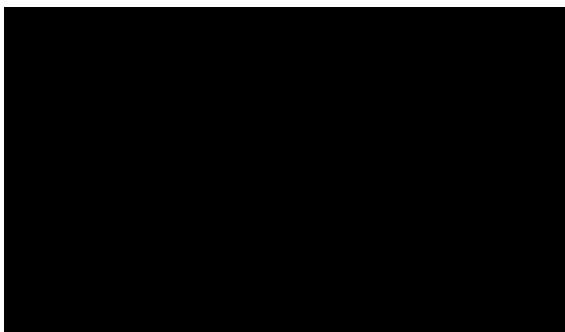
A large black rectangular box redacting the signature of the authorised signatory for CARE QUALITY COMMISSION.

SIGNED for and on behalf of **Cambridge University Technical Services Limited**

Authorised Signatory 1:

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Authorised Signatory 2:

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Annexes

Annex 1: Specification

Annex 2: Supplier's Direct Award Response.

Annex 3: Data Processing Schedule

Annex 1 – Specification

1. THE REQUIREMENT

We are seeking a research project to rapidly review available evidence to define organisational abuse, understand interfaces between multiple agencies involved in organisational abuse, and learn from responses to organisational abuse safeguarding referrals.

The purpose of this research is to:

- To deepen our shared understanding of organisational abuse, learning from definitions of organisational or institutional abuse from published literature, including from definitions used in other countries
- Provide an evidence base on effective multi-agency working in response to abuse to inform working with multi agency partners
- Drive improvement in how CQC identifies organisational abuse
- Form a strong understanding of people's and relatives' views and experiences of responses to organisational abuse safeguarding, specifically of the failings in the safeguarding pathway, and how to involve them appropriately and consider barriers.

Research context:

Organisational abuse is a type of harm defined in the Care Act statutory guidance¹ and subject to safeguarding. Where organisational abuse is identified, CQC can take different actions dependent on the severity of the issues raised through use of its civil and criminal enforcement powers.

There are many layers of risks and issues that pose a barrier to CQC identifying and acting on organisational abuse in a timely way and working effectively alongside other agencies to deliver a multi-agency response. Discussion with multi-agency partners has identified that having a shared understanding of the definition of Organisational Abuse (and what distinguishes it from Acts of Neglect/Omission) is a priority and currently a barrier to working effectively.

Due to the issues associated with navigating the interfaces between different bodies, the response to organisational abuse can lead to poor experiences for people and a failure to protect their Human Rights. Therefore, we are particularly interested to understand what we can learn from people's and relatives' views on how agencies didn't work effectively and whether there is evidence of this recorded.

¹ <https://www.gov.uk/government/publications/care-act-statutory-guidance/care-and-support-statutory-guidance>

While organisational abuse is defined in the Care Act, we would like to understand from available information how we can take this definition further to support our regulatory and multi-agency working. There is relevant learning about language and definitions from research on similar topics, including work already undertaken by CQC such as our work on closed cultures.

A key source of evidence for this review will be the Safeguarding Adults Reviews (SARS), a multi-agency review process to determine what could have been done differently to prevent harm or a death. These often highlight cases where the safeguarding pathway failed to work effectively and includes the views of people.

We require a rapid evidence review to answer the following research questions:

- How is organisational abuse defined, and how is it understood by those involved in responding to safeguarding referrals and those subject to them?
- What is the evidence on effective working with multi agency partners in responding to organisational abuse?
- What can be learned from people's and relatives' views and experiences of responses to organisational abuse safeguarding to ensure better outcomes?

In addition to the rapid evidence review, we would like the supplier to consider the feasibility of supplementary interviews with key advocacy groups, to help promote the voices of people who have experienced organisational abuse, such as:

- VoiceAbility - <https://www.voiceability.org/>
- National Youth Advocacy Services - <https://www.nyas.net/>
- The advocacy people - <https://www.theadvocacypeople.org.uk/> predominately south of England based
- PohWER - <https://www.pohwer.net/>
- Together for Mental Wellbeing - <https://www.together-uk.org/>
- People First - <https://www.peoplefirstltd.com/>

We would expect the research to cover:

- How organisational abuse has been defined and applied in safeguarding in all relevant settings, focusing primarily on health and care for adults, but with consideration of relevant learning from other settings and sectors.
- In answering the question about definitions, we would like supplier to consider use of language as part of building a shared understanding and what can be learned from other relevant and linked topics including closed cultures.
- Learning and definitions from other countries with similar categorisations of harm should be considered in scope where relevant literature exists.
- The evidence to be reviewed should include a focus on published Safeguarding Adults Reviews (SARs), as well as other grey literature and relevant academic literature especially that includes the perspectives of people and their families. We would want the supplier to identify and propose relevant evidence sources as part of the response to this document, and ahead of work commencing, these

sources would be reviewed and agreed with the multi-departmental, CQC chaired Organisational Abuse Expert Reference Group.

The outputs required from this research are:

- A report of findings to be published on the CQC website
- An accessible, summary version of the report
- A presentation of findings

When developing the project plan, tenderers should ensure the following milestones are met:

- Project plan, outlining refined research questions and evidence sources to be reviewed, confirmed 2 weeks after contract commencement.
- Draft report submitted w/c 10th March 2025
- Final report (including accessible summary) submitted and approved w/c 24th March 2025

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

Key Performance Indicators (KPIs)

Indicator	Measured by	Target	Review Frequency
Timely delivery of quality outputs	Delivery of project plan for review by CQC.	By the point set in the tenderer's timeline and in line with the milestones set out in section one.	Monthly for duration of contract.
	Delivery of draft research report		
	Delivery of final research report and accessible summary		
	Presentation of findings		
Collaboration	There is regular contact and engagement with the Authority on the work.	As stipulated in section one of this	As needed, but at least fortnightly for duration of contract.

	<p>The Authority is provided with plans, research instruments, and outputs for review and comments are acted upon.</p> <p>There is effective knowledge transfer to CQC.</p>	document and in the supplier's quality response.	
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2. AUTHORITY AND TENDERER RESPONSIBILITIES

It is the Authority's responsibility to:

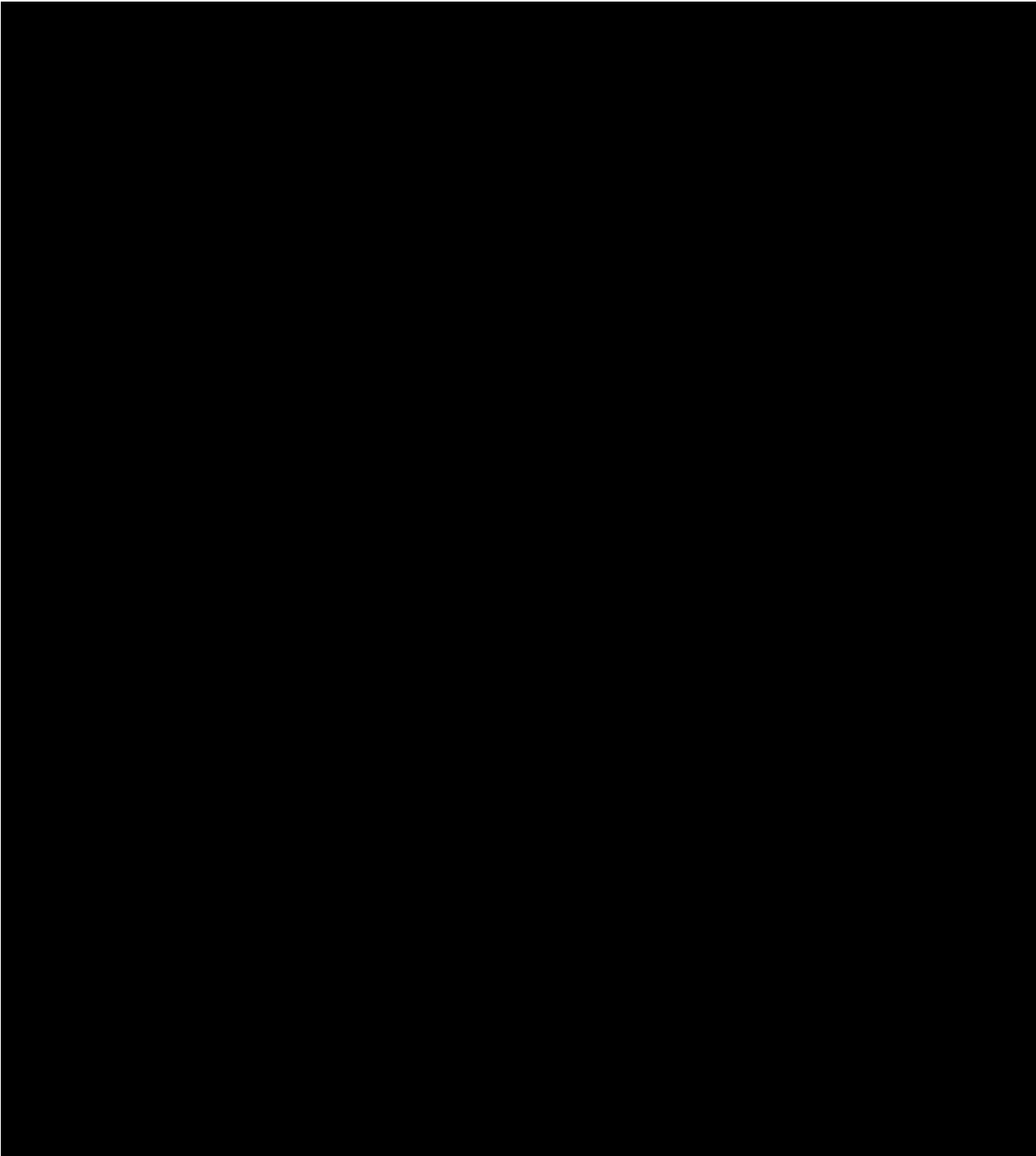
- Ensure that we provide the supplier with the relevant information required for the research.
- Discuss and comment on the design (including research methods) and delivery of the research to ensure that the work meets CQC's needs.
- Attend regular contract management and service delivery meetings.
- Ensure payments are made promptly and in line with the contract.

It is the tenderer's responsibility to:

- Appoint a contract and/or a programme manager to oversee the work and liaise with and report to the Authority.
- Ensure delivery against the timeline and milestones, managing contingencies, risks, issues, and mitigations.
- Work within agreed key performance indicators relating to quality, delivery of products and levels of service.
- Provide the authority with draft methodologies, research instruments, and outputs for two rounds of review and comment before they are submitted to the Authority for sign off.
- Deliver a robust research methodology and credible outputs which meet the needs set out in this statement of requirements.
- Perform quality assurance on all aspects of the work.
- Communicate and meet online with the Authority at the agreed frequency, providing the Authority with timely and ongoing information relating to the programme delivery and progress, including costs and any emergent risks, issues, and associated mitigations.

Annex 2 – Supplemental Tender

Quality Response: Organisational Abuse Rapid Review



[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

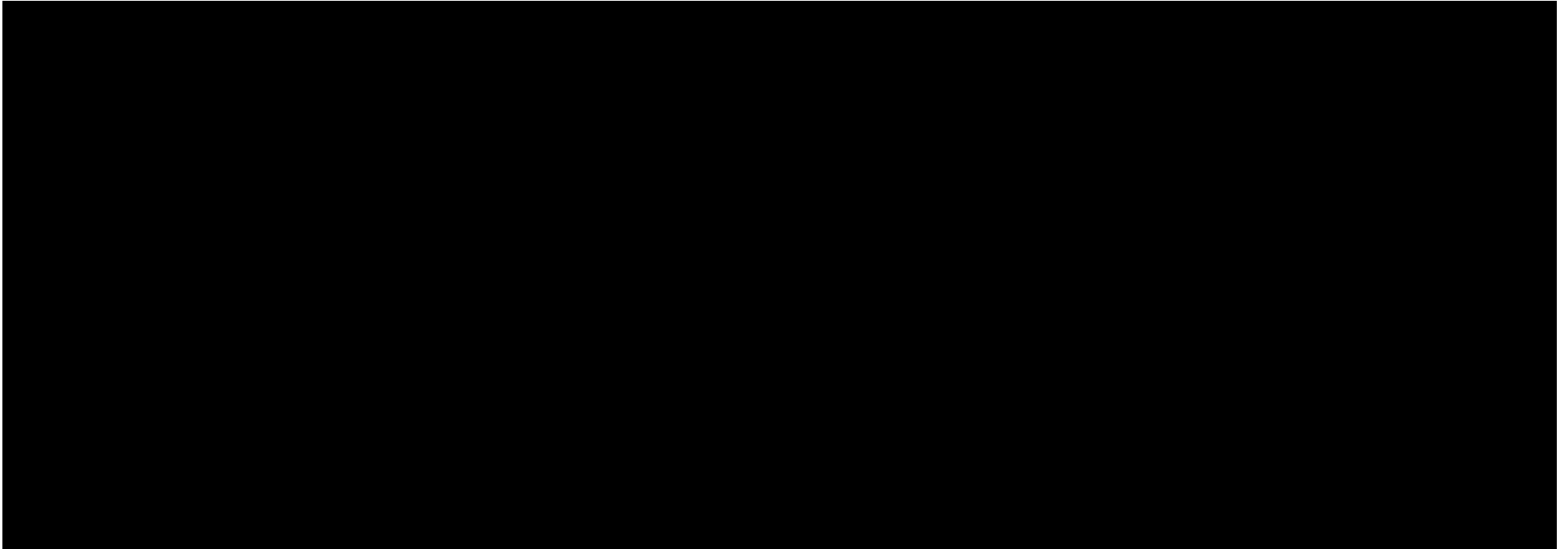
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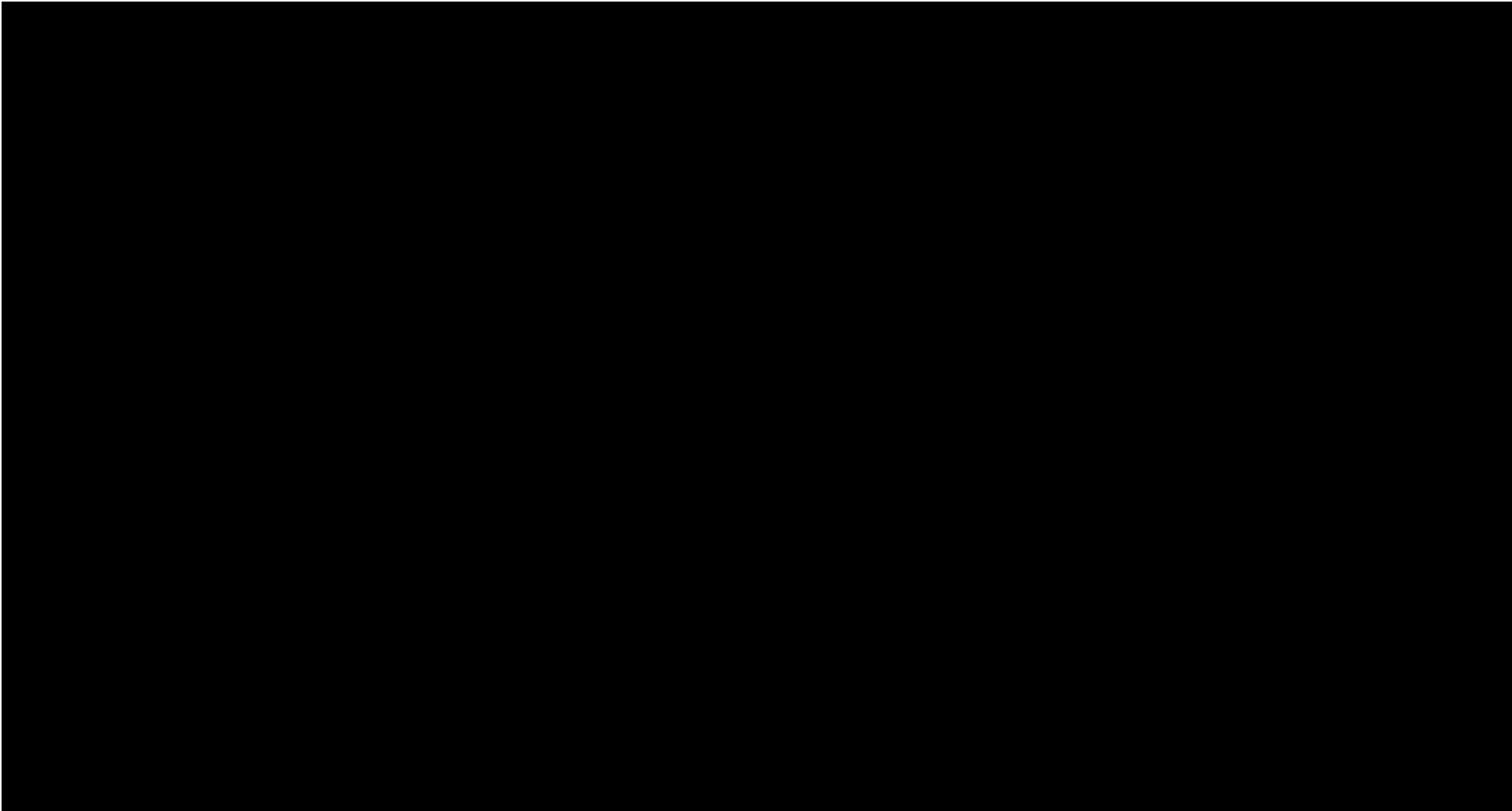
Price Response

Day Rate Card



Price Table

[REDACTED]



Total for (requirement)		Including VAT	£	44,905.00
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Milestone Payments

Description	Target Date	Action to Achieve Milestone	Review Date	Payment
Project plan	20 th January 2025	Outlining refined research questions and evidence sources to be reviewed through discussion with CQC colleagues and Organisational Abuse Expert Advisory Group	13 th January 2025	20%
Draft report submitted	10 th March 2025	Completion of data collection and analysis, with findings written into a draft report	24 th February 2025	50%
Final report agreed	24 th March 2025	Final amendments made to draft report with internal agreement on the final output being received, submitted along with an accessible summary	3 rd March 2025	20%
Presentation of findings	w/c/ 24 th March 2025	Scheduling of presentation with key stakeholders and preparation of summary slides	17 th March (slides)	10%

Annex 3 – Data Processing

1. This Annex shall be completed by the Controller, who may take account of the view of the Processor, however the final decision as to the content of this Annex shall be with the Buyer at its absolute discretion.
 - 1.1 The contact details of the Buyer's Data Protection Officer are: [REDACTED]
 - 1.2 The contact details of the Supplier's Data Protection Officer are: [REDACTED]
 - 1.3 The Processor shall comply with any further written instructions with respect to Processing by the Controller.
 - 1.4 Any such further instructions shall be incorporated into this Annex.

Description	Details
Identity of Controller for each Category of Personal Data	<p>The Parties are Independent Controllers of Personal Data</p> <p>The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of:</p> <ul style="list-style-type: none">● Personally identifiable information of Supplier Personnel for which the Supplier is the Controller,● Personally identifiable information of any directors, officers, employees, agents, consultants and contractors of Buyer (excluding the Supplier Personnel) engaged in the performance of the Buyer's duties under this Contract) for which the Buyer is the Controller,● Personally identifiable information of stakeholder organisations known to the Buyer, that the Buyer will

Description	Details
	share with the Supplier for the purposes of interviews for which the buyer is the controller
Subject matter of the Processing	The processing is needed in order to ensure that the third party can effectively deliver the contract to provide a rapid review of evidence relating to organisational abuse and carry out interviews with advocacy organisations.
Duration of the Processing	For the duration of the contract: 6 th January 2025 – 31 st March 2025
Nature and purposes of the Processing	Nature of processing to include the collection and storage of secondary (published) data relevant to the research question and topic of organisational abuse, as well as the analysis of this data to identify common themes and reporting of these themes. The processing will also include the recording of interviews with individuals from stakeholder groups in advocacy organisations and the transcription of the recorded interview and analysis of this data to synthesise with the themes from the analysis of secondary data.
Type of Personal Data being Processed	Names, emails

Description	Details
Categories of Data Subject	Staff from advocacy organisations
Plan for return and destruction of the data once the Processing is complete - UNLESS requirement under law to preserve that type of data	<p>Interviews (via Teams) will be recorded using a freestanding digital recorder. The recordings will be used to verify contemporaneous hand-written notes and will then be deleted within seven days of completing the interview</p> <p>Contemporaneous handwritten notes will be taken during interviews and then converted into electronic format using Word. The handwritten notes will be destroyed at that point. The electronic document will be deleted at the end of the project (within seven days of confirmation by CQC that they accept the report)</p> <p>Interviews and interview notes will be pseudonymised using an anonymisation key. This key will also be deleted at the end of the project (within seven days of confirmation by CQC that they accept the report)</p>
Locations at which the Supplier and/or its Sub-contractors process Personal Data under this	Interviews will be undertaken (via Teams) at the sub-contractor's premises or at suitable premises at Cambridge University. Data will not be electronically transferred.

Description	Details
Contract and international transfers and legal gateway	The digital recorder used will be kept in a locked drawer while it contains interview recordings. All electronic documents will be stored locally on the sub-contractor's computer (and backed up to password protected cloud storage). Data will be deleted according to the protocol set out above.
Protective Measures that the Supplier and, where applicable, its Sub-contractors have implemented to protect Personal Data processed under this Contract Agreement against a breach of security (insofar as that breach of security relates to data) or a Data Loss Event	<p>Data Security</p> <p>Recordings will be stored temporarily on a digital recorder which will be kept in secure premises in a locked draw.</p> <p>Electronic documents will be stored locally on a laptop computer which is password protected and has McAfee antivirus software.</p> <p>Data loss</p> <p>Files are backed up automatically to a Cloud account (Microsoft)</p> <p>Interview recordings will only be deleted (within one week of completing the interview) once they have been used to verify the contemporaneous notes.</p>