

RM971 NON MEDICAL NON CLINICAL

PART 1 – TEMPLATE ORDER FORM

ORDER FORM

THE SUPPLY OF NON MEDICAL NON CLINICAL (NMNC) TEMPORARY AND FIXED TERM STAFF FRAMEWORK AGREEMENT: RM971

CUSTOMER	Department for Business, Energy & Industrial Strategy
SERVICE ADDRESS	1 Victoria Street, London, SW1H 0ET
INVOICE ADDRESS(if different)	N/A
CONTACT REFERENCE	Authoriser Name: REDACTED Tel: REDACTED e-mail: REDACTED
ORDER NUMBER	CS19381
ORDER DATE	16/12/2019

SERVICE PROVIDER	Real Public Sector
SERVICE PROVIDER'S ADDRESS	SThree Partnership LLP T/A Real Staffing, 75 King William Street, London, EC4N 7BE
ACCOUNT MANAGER	Name: REDACTED Address: REDACTED Tel: REDACTED E-mail: REDACTED

PART 1: SERVICE REQUIREMENT

PART 1.1: SERVICE AND DELIVERABLES REQUIRED: Temporary Worker Requirements:

RM971 LOT: 4

ADDITIONAL REQUIREMENTS: None

PART 1.2: ANICIPATED DURATION OF CONTRACT – Until 31st March 2020

This contract is with the understanding that the full rigors and terms and conditions of the contract apply from the commencement date of Monday 1st April 2019 to Tuesday 31st March 2020.

PART 1.3: MILESTONES AND KEY DELIVERABLES

Working on various projects

PART 1.4: CHARGES PAYABLE BY CUSTOMER (INCLUDING ANY APPLICABLE DISCOUNT AND METHOD OF PAYMENT E.G. GOVERNMENT PROCUREMENT CARD OR BACS): 750 INCLUDING AGENCY FEES EXCLUDING VAT

Total contract value shall not exceed £50,000.00 excluding VAT as per the breakdown below:

REDACTED (exc VAT) = £50,000.00

DISCOUNTS APPLICABLE: N/A N/A

PART 1.5: ACCEPTANCE PRIOR TO PAYMENT

The supplier shall issue electronic invoices weekly in arrears following customer approval of the workers timesheet. A copy of the timesheet must be submitted with the Service Provider's invoice. The customer shall pay the supplier within thirty (30) calendar days up receipt and acceptance of a valid invoice.

Invoice to include purchase order number and contract reference shall be sent to

ap@uksbs.co.uk

PART 2: CUSTOMER CONTRACTUAL REQUIREMENTS

Termination Without Cause

In accordance with Clause 39.6.1, a notice period of 28 days applies, allowing the Customer or the Service Provider to terminate this agreement at any time during the term. Notice must be submitted in writing to the other party.

Quality Standards

The Contractor is expected to comply to with client's applicable policies and operating procedures, details will be made available upon the commencement of the engagement insofar as they are applicable to independent contractors.

Management Information

The Supplier will provide to the Customer any of the following upon request:

- the number of days worked by the Contractor in any given month; or
- the number of days worked by the Contractor in the year to date; or
- the number of days worked by the Contractor over the contract term.

Contract Acceptance and Variation

The Procurement Department are the only individuals authorised to approve changes to this Contract on behalf of the Customer.

Contract Extension

The Contract may be subject to an extension period.

Placement Compliance

The agreed compliance for this placement is as agreed below:

- Completed application form
- Service provider checked and compliant UK LTD company or Approved Umbrella as per Real Staffing guidelines
- Minimum of 1 reference
- DBS as requested by the client
- ID Check - Acceptable ID documents in line with government guidelines

<https://www.gov.uk/government/publications/right-to-work-checklist>

- Full, signed UK/EU/or other nationality passport
- UK/EU full or provisional photocard driving licence (not the paper version)

PART 3: FURTHER-COMPETITION ORDER - ADDITIONAL REQUIREMENTS

PART 3.1: SUPPLEMENTAL REQUIREMENTS IN ADDITION TO CALL-OFF TERMS AND CONDITIONS:

Expenses

Where the Customer requires and agrees to the Contractor's attendance at any location other than the designated location of work, expenses will be reimbursed at cost

PART 3.2: VARIATIONS TO CALL-OFF TERMS AND CONDITIONS:

N/A

PART 4: PERFORMANCE OF THE SERVICES AND DELIVERABLES

PART 4.1: KEY PERSONNEL OF THE SERVICE PROVIDER TO BE INVOLVED IN THE SERVICES AND DELIVERABLES:

REDACTED

PART 4.2: SUB-CONTRACTORS TO BE INVOLVED IN THE SERVICES AND DELIVERABLES:

N/A

PART 5: CONFIDENTIAL INFORMATION

PART 5.1: THE FOLLOWING INFORMATION SHALL BE DEEMED COMMERCIALY SENSITIVE INFORMATION OR CONFIDENTIAL INFORMATION:

Contractors shall not discuss their pay rates or any increases with anyone other than the Procurement Department, the day-to-day Hiring Manager or their appointed representatives or the Contractor's Agency.

Use of Documents and Disclosure of Information

	<p>Contractors (including their sub-contractors) are reminded of the following obligations imposed by the Terms and Conditions of the Contract that shall continue to apply after the expiry or termination of the Contract:</p> <p>The Contractor shall not make use of the Contract or any information supplied by or on behalf of the BEIS other than for the purpose of the Contract. In particular, the Contractor shall not refer to BEIS, or the Contract, in any advertisement or in any proposal or any tender, without BEIS prior written consent.</p> <p>No information regarding the Services shall be given to third parties by the Contractor except with prior written permission of the University. In particular the Contractor shall not communicate with representatives of the press, radio, television or other communications media about the Contract without specific permission in writing from the University, to whom any press or other enquiry should be addressed.</p> <p>The Contractor shall not use information obtained during the performance of the Contract for the solicitation of business from the BEIS, any part of the Crown or any other third party without the written permission of the BEIS</p> <p>Contractors must report any inappropriate requests for information relating to their work for BEIS to their day-to-day line manager.</p> <p>Any documents issued by or on behalf of the BEIS remain the property of the BEIS and must be returned on completion of the Contract.</p> <p>At the termination of the Contract the Contractor shall immediately return to the Client all materials, work or records held, including any back up media.</p> <p>The Contractor shall co - operate with the Client and any new Contractor appointed by the Client to continue or take over the provision of the Services in order to ensure an effective handover of all work then in progress.</p>
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Annex 1 – Call Off Schedule 16 – Processing Personal Data

1. The contract details of the Customer Data Protection Officer is:

Data Protection Officer

Department for Business, Energy and Industrial Strategy
1 Victoria Street
London
SW1H 0ET

Email: dataprotection@beis.gov.uk

2. The contract details of the Suppliers Data Protection Officer is:

REDACTED

The Processor shall comply with any further written instructions with respect to processing by the Controller.

3. Any such further instructions shall be incorporated into this Schedule.

Contract Reference:	CS19381
Date:	16/10/2019
Description of Authorised Processing	Details
Identity of the Controller and Processor	The Parties acknowledge that for the purposes of the Data Protection Legislation the Parties are independent controllers of Personal Data under this Framework Agreement.
Use of Personal Data	Managing the obligations under the Call Off Contract Agreement, including exit management, and other associated activities
Duration of the processing	For the duration of the Framework Contract plus 7 years.
Nature and purposes of the processing	<p>The nature of the processing will include collection, recording, organisation, structuring, storage, adaptation, alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data. Erasure will be by manual means.</p> <p>Processing takes place for the purposes of:</p> <ul style="list-style-type: none"> • Pre-employment screening • Statutory obligations • Contractual and legal obligations • Skills assessments • Feedback gathering

	<ul style="list-style-type: none"> • Processing payments <p>The nature of processing will include the storage and use of names and business contact details of staff of both the Contracting Authority and the Supplier as necessary to deliver the Services and to undertake Contract and performance management. The Contract itself will include the names and business contact details of staff of both the Contracting Authority and the Supplier involved in managing the Contract.</p>
Type of Personal Data	<p>Full name</p> <p>Workplace address</p> <p>Workplace Phone Number</p> <p>Workplace email address</p> <p>Names</p> <p>Job Title</p> <p>Compensation</p> <p>Tenure Information</p> <p>Qualifications or Certifications</p> <p>Nationality</p> <p>Education & training history</p> <p>Previous work history</p> <p>Personal Interests</p> <p>References and referee details</p> <p>Driving license details</p> <p>National insurance number</p> <p>Bank statements</p> <p>Utility bills</p> <p>Job title or role</p> <p>Job application details</p> <p>Start date</p> <p>End date & reason for termination</p> <p>Contract type</p>

	<p>Compensation data</p> <p>Photographic Facial Image</p> <p>Biometric data</p> <p>Birth certificates</p> <p>IP Address</p> <p>Details of physical and psychological health or medical condition</p> <p>Next of kin & emergency contact details</p> <p>Record of absence, time tracking & annual leave</p>
Categories of Data Subject	<p>Agency worker/s of the contracting authority as engaged by the supplier.</p> <p>Staff of the Contracting Authority and the Supplier, including where those employees are named within the Contract itself or involved within contract management.</p>

BY SIGNING AND RETURNING THIS ORDER FORM THE SERVICE PROVIDER AGREES to enter a legally binding contract with the Customer to provide to the Customer the Services specified in the Service Order Requirements set out in this Order Form incorporating the rights and obligations in the Call-Off Terms and Conditions set out in the Framework Agreement between the Service Provider and the Minister for the Cabinet Office.

FOR AND ON BEHALF OF THE SERVICE PROVIDER:

NAME:	REDACTED
TITLE:	REDACTED
SIGNITURE:	REDACTED
DATE:	6/1/2020

FOR AND ON BEHALF OF THE CUSTOMER:

NAME:	REDACTED
TITLE:	REDACTED
SIGNITURE:	REDACTED
DATE:	10/1/2020