



Ministry
of Defence

James Smith

Senior Commercial Officer

Head Office Commercial

Kentigern House

65 Brown Street

Glasgow

G2 8EX

Experis Limited

1 South Place

London

EC2M 2RB

FAO: Nicola Rundle

Your Reference:

Our Reference:

705853450

Date: 12 Jan 23

Dear Nicola

Offer Of Contract 705853450- DCGP Recruitment 2023 using Crown Commercial Service (CCS) Permanent Recruitment 2 (RM6229), Lot 2

1. As you are aware, the Authority intends to enter into the above contract with you.
2. Please sign and return the enclosed final version of the Contract within 10 working days of the date of this letter to acknowledge your acceptance of the Terms and Conditions.

Framework Schedule 6 (Order Form Template and Call-Off Schedules)

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3. Please note that no Contract will come into force until both parties have signed it. The Authority will countersign the Contract and return a copy of the same to you.
4. Payment will be made in accordance with the attached Terms and Conditions. If your company has not already provided its banking details to the Defence Business Services (DBS) Finance Branch, please complete the Form CX723, which is available from the Gov.uk (<https://www.gov.uk/government/publications/dbs-finance-payments-nominate-a-bank-form>) and forward to DBS Finance, Walker House, Exchange Flags, Liverpool, L2 3YL.
5. The Authority may publish notification of the Contract and shall publish Contract documents under the FOI Act except where publishing such information would hinder law enforcement; would otherwise be contrary to the public interest; would prejudice the legitimate commercial interest of any person, or might prejudice fair competition in the supply chain.
6. If you wish to make a similar announcement you must seek approval from the named Commercial Officer.
7. Under no circumstances should you confirm to any third party that you are entering into a legally binding contract for **DCGP Recruitment 2023** prior to both parties signing the Terms and Conditions, or ahead of the Authority's announcement of the Contract award.

Yours sincerely,

James Smith

James Smith (signed electronically 12 Jan 23)

Senior Commercial Officer

Head Office Commercial

Framework Schedule 6 (Direct Award short order form template and Call-Off Schedules)

Order Form

CALL-OFF REFERENCE: 705853450

THE BUYER: Head Office Commercial

BUYER ADDRESS Kentigern House, 65 Brown Street, Glasgow,
G2 8EX

THE SUPPLIER: Experis Limited

SUPPLIER ADDRESS: Second Floor, 6 New Bridge Street, London,
England, EC4V 6AB

REGISTRATION NUMBER: **02114287**

DUNS NUMBER: if known]

SID4GOV ID: if known]

This Order Form, when completed and executed by both Parties, forms a Call-Off Contract. A Call-Off Contract can be completed and executed using an equivalent document or electronic purchase order system.

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 30 Nov 22

It's issued under the Framework Contract with the reference number RM6229 for the provision of Permanent Recruitment.

CALL-OFF LOT(S):
Lot 2: Non Clinical General Recruitment

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CALL-OFF INCORPORATED TERMS

The following documents are incorporated into this Call-Off Contract. If the documents conflict, the following order of precedence applies:

1. This Order Form
2. Joint Schedule 1 (Definitions and Interpretation) **RM6229**
3. The following Schedules in equal order of precedence:
 - Joint Schedules for **RM6229**
 - Joint Schedule 2 (Variation Form)
 - Joint Schedule 3 (Insurance Requirements)
 - Joint Schedule 4 (Commercially Sensitive Information) –provided as part of ITT submission
 - Joint Schedule 6 (Key Subcontractors)
 - Joint Schedule 9 (Minimum Standards of Reliability)
 - Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data)- attached
 - Joint Schedule 12 (Supply Chain Visibility)
 - Call-Off Schedules for **RM6229**
 - Call-Off Schedule 5 (Pricing Details – Please see Pricing Strategy attached separately)
 - Call-Off Schedule 9 (Security- MOD DCPD Risk Assessment RAR- 316037488 resulted as N/A for this requirement)
 - Call-Off Schedule 17 (MOD Terms – See attached separate document detailing the applicable MOD DEFCONS and DEFFORMS)
4. CCS Core Terms (version 3.0.11)
5. Joint Schedule 5 (Corporate Social Responsibility) **RM6229**

No other Supplier terms are part of the Call-Off Contract. That includes any terms written on the back of, added to this Order Form, or presented at the time of delivery.

CALL-OFF START DATE: **30 Nov 22**

CALL-OFF EXPIRY DATE: **30 Sep 23**

GDPR POSITION

Independent Controller (default unless specified); or Controller to Processor; or Joint Controller

MAXIMUM LIABILITY

The limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the Core Terms.

CALL-OFF DELIVERABLES

Statement of Requirement: Assessment Centre 2023**Defence Commercial Graduate Programme (DCGP)****Background**

- 1) MOD Commercial has an on-going requirement for a professional, capable and experienced Commercial Function within both its Equipment Programme and its Corporate Centre. This Function is required in order to provide appropriate commercial control over the expenditure of public funds and the delivery of MOD capabilities.
- 2) The Defence Commercial Graduate Programme (DCGP) has been running since 2002 and currently recruits circa 30 graduates annually. This programme is a key tenet of the Commercial Function's "grow our own" talent management and workforce strategy and is managed by a dedicated management team (MT) which manages the recruitment and selection of the Graduates onto the programme. The DCGP MT will be the main point of contact for the delivery of the contract.
- 3) The DCGP MT has a requirement for an external service provider to deliver an Assessment Centre (AC) during May/June 2023 to assess and recruit graduates onto the Programme and into the MOD Commercial Function. The Assessment Centre is to be delivered via an online, Virtual Solution negating the need for Assessors and Candidate-to travel. The Contractor shall, at all times, work in close liaison with the DCGP MT, which will include, but not limited to, weekly progress reviews.

Location and Timing

- 4) Subject to financial approval, it is envisaged that an advertisement will be published during mid December 2022 to end January/mid February 2023 via the Civil Service Jobs Platform. It is anticipated that the 2023 Assessment Centre will be a virtual offering negating the need for Assessors and Candidates to travel to the Bristol area.

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- 5) It is assumed that 12 candidates will attend daily, totalling a maximum of 96 candidates (TBC depending on recruitment requirements) over a maximum of 8 days. Once selected, graduates will commence employment with the MOD Autumn 2023.

Indicative dates:

Advert Live	Early December 2022
Advert Close	End January 2023 latest
Initial Sift & Invite to AC	February/March 2023
Assessment Centre	Provision of Assessment Centre to test max 96 Candidates April 2023
Assessment Centre Results	TBC
On-boarding activities	June – September 2023
Commence Programme	Early September/ 2023

Application Process

- 6) The advertisement and initial sift stages will be undertaken via the Civil Service Jobs platform. This is an internally managed process and will comprise of a Candidate Application and completion of the [Civil Service Online Psychometric tests](#).
- 7) Those who successfully complete all the tests and meet the required standard will be required to complete evidence against, as part of the following Behaviours as part of the initial application process;

- a) Working Together
- b) Making Effective Decisions

This evidence will be passed to the Contractor for the final sift stage. The contractor shall sift the evidence against the effective indicators for each behaviour, as detailed in the Civil Service Success Profiles, using the standard Civil Service Scoring Matrix.

The contractor shall ensure that all data is managed in line with GDPR regulations.

Those candidates successful at the final sift stage will be invited to the one-day Assessment Centre.

Assessment Centre

- 8) The purpose of the Assessment Centre is to obtain the best possible indication of a person's actual or potential competence to perform in the target job/level of responsibility via the use of multiple assessment techniques to increase the validity and predictive value of the assessment. The one-day DCGP Assessment Centre will comprise of a Civil Service Behaviours interview, a role play exercise and a presentation exercise, with a non-assessed session for candidates to liaise with current graduates and the DCGP Management Team. Other features include:

- Regular breaks for candidates to be embedded in the timetable
- A Continuity Lead Assessor present on each day to consolidate and manage all Assessors and Role Players
- A Centre Manager to provide overall administrative organisation and management of the AC and focal point for the candidates.
- Support Staff to Assist with the running and presentation of each exercise, movement of candidates between virtual rooms and collection and management of all associated exercises.
- Q&A session with current DCGP Members.

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- 9) The exercises will be provided by MOD and sit alongside the Behaviours Interview element. They are designed to test the Civil Service Success Profile Behaviours detailed below at least twice across the range of exercises and the Behaviours Interview;

10)

CS Behaviour
Leadership
Working Together
Making Effective Decisions
Managing A Quality Service
Changing & Improving
Delivering at Pace
Communicating & Influencing

- 11) The Contractor shall:

Phase 1 – Development [anticipated January 2023]

- a) Attend an Introductory Meeting with the DCGP MT within one week of contract award to understand and confirm the requirements, and to agree to the delivery of requirements.
- b) Attend weekly meetings with DCGP MT to report progress on the review, development of the Assessment Centre
- c) Make minor adjustments to the Assessment Centre exercises provided by the MOD to ensure that all CS Behaviours are tested at least twice during the Assessment Centre
- d) Provide DCGP MT with a Civil Service Behaviours Question set for use at the Assessment Centre, ensuring it is fit for purpose and aligns with the other exercises.
- e) Provide a scoring matrix for all exercises and interview to align with standard Civil Service Scoring Matrix.
- f) Construct Assessment Centre timetables for use by the Continuity Lead Assessor, Centre Manager, Assessors, Role Players, Interviewers and the candidates, detailing the running order of the day, and allowing sufficient time for general briefing of the participants, administration time for the exercises, write-up time for the Assessors and wash-up sessions.
- g) Construct an extended day within the timetable for Disability Confident Scheme Candidates (DCS) and those that require Reasonable Adjustments; liaising with MOD Recruitment and the individual candidates to ensure the day is appropriately timed and all Reasonable Adjustment requirements are accommodated.
- h) Provide a comprehensive Matrix to MOD giving full details of the Behaviours to be assessed in each exercise and at the interview.
- i) Provide the DCGP with sample timetables, assessment criteria, rating forms and example reports.

Phase 2 – CS Behaviour Sift and Delivery of Final Sift Results

- a) Sift the Behaviours against the effective indicators for each behaviour, as detailed in the Civil Service Success Profiles, using the standard Civil Service Scoring Matrix.
- b) Provide results to DCGP MT, including reserve list for invitation to Assessment Centre.

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Phase 3 – Delivery of Virtual Assessment Centre

- a) Deliver Virtual Assessment Centres for max 96 Candidates (to be confirmed), working at all times in close liaison with the DCGP MT.
- b) Provide and assign a Continuity Lead Assessor for each day of the Assessment Centre. Provide an Assessment Centre Manager and associated support staff for each day of the Assessment Centre.
- c) Provide and assign professional Assessors to conduct the Behaviours based interviews.
- d) Provide and assign professional Assessors each day to carry out assessments for all other exercises.
- e) Provide and assign professional Role Players per day to take part in the Role Play exercise only. The Role Players will perform a 1:2:1 exercise with the candidates, with an external Assessor in the room. There is no requirement for the Role Players to provide formal assessment of the candidates; Assessors may wish to consult/clarify details with Role Players as required.
- f) Ensure Assessors and Role Players are skilled to the required standards for the undertaking of assessments/interviews within an Assessment Centre, with relevant and recent training and experience.
- g) Allow time (maximum 30 minutes) in the Assessment Centre schedule for candidates to meet with existing programme members to engage in an unmarked Q&A session.
- h) Provide all necessary documents and items required to support the Candidates, Assessors, Interviewers, during the Assessment Centres:
 - i) All necessary documentation for all exercises and interviews, to include Assessors Briefings, Candidate Briefings, Administrative Instructions and relevant timetables.
 - ii) Ensure that all copies of exercises, briefings and administrative instructions are collated and accounted for at the end of each assessment day.
- i) Provide Disability Confident Scheme candidates and those requiring Reasonable Adjustments with Assessment Materials in the required format.

Phase 4 – Post Assessment Centre Activities [within one calendar month from completion of Phase 3]

- a) Provide feedback and results to DCGP team with recommendations on scoring and an order of merit within one calendar month of the end of the Assessment Centres.
- b) Provide feedback reports to the candidates on their performance within one calendar month of the end of the Assessment Centres.
- c) Arrange a wash-up meeting with the DCGP MT to review the Assessment Centre processes and contents to be held within two calendar months of the end of the Assessment Centres; producing a report on the results and offering recommendations to improve if appropriate, i.e. highlighting trends and what areas of the exercises could be changed to ensure effectiveness.

Invoicing and Payments

- 9) Provide a detailed pricing schedule, to include a payment plan whereby prices relating to each phase are to be billed separately and submitted in accordance with the following milestones:

- Milestone 1 Phase 1 – Development of AC materials
- Milestone 2 Phase 2 – Delivery of Final Sift Stage Results
- Milestone 3 Phase 2 – Delivery of 8 (max) x 1-day Assessment Centres
- Milestone 4 Phase 3 – Results, Feedback and Wash-up sessions

All prices to be firm and the total price for the stated services, including all of the associated costs of the contractor in connection with the contract; including T&S, where applicable.

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CALL-OFF CHARGES

Please see attached Pricing Strategy

PAYMENT METHOD

Payment will be made to the Contractor through the MODs CP&F system upon satisfactory completion of each Deliverable.

BUYER'S INVOICE ADDRESS:

N/A – CP&F being used to process payments

SUPPLIER'S AUTHORISED REPRESENTATIVE

XX Redacted

SUPPLIER'S CONTRACT MANAGER

XX Redacted

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:	XX Redacted	Signature:	
Name:	XX Redacted	Name:	James Smith
Role:	XX Redacted	Role:	Senior Officer Commercial
Date:	19 Jan 23	Date:	12 Jan 23

Call-Off Schedule 17 (MOD Terms)

1 Definitions

1.1 In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

"MOD Terms and Conditions"	the terms and conditions listed in this Schedule;
"MOD Site"	shall include any of Her Majesty's Ships or Vessels and Service Stations;
"Officer in charge"	shall include Officers Commanding Service Stations, Ships' Masters or Senior Officers, and Officers superintending Government Establishments;

2 Access to MOD sites

- 2.1 The Buyer shall issue passes for those representatives of the Supplier who are approved for admission to the MOD Site and a representative shall not be admitted unless in possession of such a pass. Passes shall remain the property of the Buyer and shall be surrendered on demand or on completion of the supply of the Deliverables.
- 2.2 The Supplier's representatives when employed within the boundaries of a MOD Site, shall comply with such rules, regulations and requirements (including those relating to security arrangements) as may be in force for the time being for the conduct of staff at that MOD Site. When on board ship, compliance shall be with the Ship's Regulations as interpreted by the Officer in charge. Details of such rules, regulations and requirements shall be provided, on request, by the Officer in charge.
- 2.3 The Supplier shall be responsible for the living accommodation and maintenance of its representatives while they are employed at a MOD Site. Sleeping accommodation and messing facilities, if required, may be provided by the Buyer wherever possible, at the discretion of the Officer in charge, at a cost fixed in accordance with current Ministry of Defence regulations. At MOD Sites overseas, accommodation and messing facilities, if required, shall be provided wherever possible. The status to be accorded to the Supplier's staff for messing purposes shall be at the discretion of the Officer in charge who shall, wherever possible give his decision before the commencement of this Contract where so asked by the Supplier. When sleeping accommodation and messing facilities are not available, a certificate to this effect may be required by the Buyer and shall

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be obtained by the Supplier from the Officer in charge. Such certificate shall be presented to the Buyer with other evidence relating to the costs of this Contract.

- 2.4 Where the Supplier's representatives are required by this Contract to join or visit a Site overseas, transport between the United Kingdom and the place of duty (but excluding transport within the United Kingdom) shall be provided for them free of charge by the Ministry of Defence whenever possible, normally by Royal Air Force or by MOD chartered aircraft. The Supplier shall make such arrangements through the Technical Branch named for this purpose in the Buyer Contract Details. When such transport is not available within a reasonable time, or in circumstances where the Supplier wishes its representatives to accompany material for installation which it is to arrange to be delivered, the Supplier shall make its own transport arrangements. The Buyer shall reimburse the Supplier's reasonable costs for such transport of its representatives on presentation of evidence supporting the use of alternative transport and of the costs involved. Transport of the Supplier's representatives locally overseas which is necessary for the purpose of this Contract shall be provided wherever possible by the Ministry of Defence, or by the Officer in charge and, where so provided, shall be free of charge.
- 2.5 Out-patient medical treatment given to the Supplier's representatives by a Service Medical Officer or other Government Medical Officer at a Site overseas shall be free of charge. Treatment in a Service hospital or medical centre, dental treatment, the provision of dentures or spectacles, conveyance to and from a hospital, medical centre or surgery not within the Site and transportation of the Supplier's representatives back to the United Kingdom, or elsewhere, for medical reasons, shall be charged to the Supplier at rates fixed in accordance with current Ministry of Defence regulations.
- 2.6 Accidents to the Supplier's representatives which ordinarily require to be reported in accordance with Health and Safety at Work etc. Act 1974, shall be reported to the Officer in charge so that the Inspector of Factories may be informed.
- 2.7 No assistance from public funds, and no messing facilities, accommodation or transport overseas shall be provided for dependants or members of the families of the Supplier's representatives. Medical or necessary dental treatment may, however, be provided for dependants or members of families on repayment at current Ministry of Defence rates.
- 2.8 The Supplier shall, wherever possible, arrange for funds to be provided to its representatives overseas through normal banking channels (e.g. by travellers' cheques). If banking or other suitable facilities are not available, the Buyer shall, upon request by the Supplier and subject to any limitation required by the Supplier, make arrangements for payments, converted at the prevailing rate of exchange (where applicable), to be made at the Site to which the Supplier's representatives are attached. All such advances made by the Buyer shall be recovered from the Supplier

3 DEFCONS and DEFFORMS

3.1 The DEFCONS and DEFORMS listed in Annex 1 to this Schedule are incorporated into this Contract.

3.2 Where a DEFCON or DEFORM is updated or replaced the reference shall be taken as referring to the updated or replacement DEFCON or DEFORM from time to time.

3.3 In the event of a conflict between any DEFCONS and DEFFORMS listed in the Order Form and the other terms in a Call Off Contract, the DEFCONS and DEFFORMS shall prevail.

4 Authorisation by the Crown for use of third party intellectual property rights

4.1 Notwithstanding any other provisions of the Call Off Contract and for the avoidance of doubt, award of the Call Off Contract by the Buyer and placement of any contract task under it does not constitute an authorisation by the Crown under Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949. The Supplier acknowledges that any such authorisation by the Buyer under its statutory powers must be expressly provided in writing, with reference to the acts authorised and the specific intellectual property involved.

ANNEX 1 - DEFCONS & DEFFORMS

The full text of Defence Conditions (DEFCONS) and Defence Forms (DEFFORMS) are available electronically via <https://www.gov.uk/guidance/knowledge-in-defence-kid>.

The following MOD DEFCONS and DEFFORMs form part of this contract:

DEFCONS

DEFCON No	Description
DEFCON 005J	DEFCON 005J (Edn. 11/16) - Unique Identifiers
DEFCON 129J	DEFCON 129J (Edn. 11/16) - The Use Of The Electronic Business Delivery Form
DEFCON 501	DEFCON 501 (Edn. 10/21) - Definitions And Interpretations
DEFCON 502	DEFCON 502 (Edn. 05/17) - Specifications Changes
DEFCON 503	DEFCON 503 (Edn. 06/22) - Formal Amendments To Contract
DEFCON 507	DEFCON 507 (Edn. 07/21) – Delivery
DEFCON 513	DEFCON 513 (Edn. 04/22) - VAT and other Taxes
DEFCON 514	DEFCON 514 (Edn. 08/15) - Material Breach
DEFCON 515	DEFCON 515 (Edn. 06/21) - Bankruptcy and Insolvency
DEFCON 516	DEFCON 516 (Edn. 04/12) - Equality
DEFCON 518	DEFCON 518 (Edn. 02/17) – Transfer
DEFCON 520	DEFCON 520 (Edn. 08/21) - Corrupt Gifts and Payments of Commission
DEFCON 522	DEFCON 522 (Edn. 11/21) - Payment and Recovery of Sums Due
DEFCON 526	DEFCON 526 (Edn. 08/02) – Notices
DEFCON 527	DEFCON 527 (Edn. 09/97) – Waiver
DEFCON 528	DEFCON 528 (Edn. 07/21) - Import and Export Licences

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DEFCON 531	DEFCON 531 (Edn. 09/21) - Disclosure of Information
DEFCON 534	DEFCON 534 (Edn. 06/21) - Subcontracting and Prompt Payment
DEFCON 537	DEFCON 537 (Edn. 12/21) - Rights of Third Parties
DEFCON 538	DEFCON 538 (Edn. 06/02) – Severability
DEFCON 550	DEFCON 550 (Edn. 02/14) - Child Labour and Employment Law
DEFCON 566	DEFCON 566 (Edn. 12/18) - Change of Control of Contractor
DEFCON 608	DEFCON 608 (Edn. 07/21) - Access and Facilities to be Provided by the Contractor
DEFCON 609	DEFCON 609 (Edn. 07/21) - Contractor's Records
DEFCON 620	DEFCON 620 (Edn. 06/22) - Contract Change Control Procedure
DEFCON 632	DEFCON 632 (Edn. 11/21) - Third Party Intellectual Property - Rights and Restrictions
DEFCON 658	DEFCON 658 Cyber - RAR-316037488 resulted in N/A profile

DEFFORMs (Ministry of Defence Forms)

DEFFORM No	Description
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DEFFORM 111	DEFFORM 111 (Addresses and Other Information)
DEFFORM 129J	DEFFORM 129J (Edn 09/17 – The Use of the Electronic Business Delivery Form)
DEFFORM 539A	DEFFORM 539A (Edn 08/13) – Tenderer's Commercially Sensitive Information
DEFFORM 711	DEFFORM 711 (IPR)

Joint Schedule 11 (Processing Data)

Definitions

1. In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

“Processor Personnel” all directors, officers, employees, agents, consultants and suppliers of the Processor and/or of any Subprocessor engaged in the performance of its obligations under a Contract;

Status of the Controller

2. The Parties acknowledge that for the purposes of the Data Protection Legislation, the nature of the activity carried out by each of them in relation to their respective obligations under a Contract dictates the status of each party under the DPA 2018. A Party may act as:

- (a) “Controller” in respect of the other Party who is “Processor”;
- (b) “Processor” in respect of the other Party who is “Controller”;
- (c) “Joint Controller” with the other Party;
- (d) “Independent Controller” of the Personal Data where the other Party is also “Controller”,

in respect of certain Personal Data under a Contract and shall specify in Annex 1 (*Processing Personal Data*) which scenario they think shall apply in each situation.

Where one Party is Controller and the other Party its Processor

- 3. Where a Party is a Processor, the only Processing that it is authorised to do is listed in Annex 1 (*Processing Personal Data*) by the Controller.
- 4. The Processor shall notify the Controller immediately if it considers that any of the Controller’s instructions infringe the Data Protection Legislation.
- 5. The Processor shall provide all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment prior to commencing any Processing. Such assistance may, at the discretion of the Controller, include:
 - (a) a systematic description of the envisaged Processing and the purpose of the Processing;
 - (b) an assessment of the necessity and proportionality of the Processing in relation to the Deliverables;

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- (c) an assessment of the risks to the rights and freedoms of Data Subjects; and
 - (d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
6. The Processor shall, in relation to any Personal Data Processed in connection with its obligations under the Contract:
- (a) Process that Personal Data only in accordance with Annex 1 (*Processing Personal Data*), unless the Processor is required to do otherwise by Law. If it is so required the Processor shall notify the Controller before Processing the Personal Data unless prohibited by Law;
 - (b) ensure that it has in place Protective Measures, including in the case of the Supplier the measures set out in Clause 14.3 of the Core Terms, which the Controller may reasonably reject (but failure to reject shall not amount to approval by the Controller of the adequacy of the Protective Measures) having taken account of the:
 - (i) nature of the data to be protected;
 - (ii) harm that might result from a Personal Data Breach;
 - (iii) state of technological development; and
 - (iv) cost of implementing any measures;
 - (c) ensure that :
 - (i) the Processor Personnel do not Process Personal Data except in accordance with the Contract (and in particular Annex 1 (*Processing Personal Data*));
 - (ii) it takes all reasonable steps to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:
 - (A) are aware of and comply with the Processor's duties under this Joint Schedule 11, Clauses 14 (*Data protection*), 15 (*What you must keep confidential*) and 16 (*When you can share information*) of the Core Terms;
 - (B) are subject to appropriate confidentiality undertakings with the Processor or any Subprocessor;
 - (C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Controller or as otherwise permitted by the Contract; and
 - (D) have undergone adequate training in the use, care, protection and handling of Personal Data;
 - (d) not transfer Personal Data outside of the EU unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:
 - (i) the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with

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- UK GDPR Article 46 or LED Article 37) as determined by the Controller;
- (ii) the Data Subject has enforceable rights and effective legal remedies;
 - (iii) the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Controller in meeting its obligations); and
 - (iv) the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the Processing of the Personal Data; and
- (e) at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the Contract unless the Processor is required by Law to retain the Personal Data.
7. Subject to paragraph 8 of this Joint Schedule 11, the Processor shall notify the Controller immediately if in relation to it Processing Personal Data under or in connection with the Contract it:
- (a) receives a Data Subject Access Request (or purported Data Subject Access Request);
 - (b) receives a request to rectify, block or erase any Personal Data;
 - (c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
 - (d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data Processed under the Contract;
 - (e) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
 - (f) becomes aware of a Personal Data Breach.
8. The Processor's obligation to notify under paragraph 7 of this Joint Schedule 11 shall include the provision of further information to the Controller, as details become available.
9. Taking into account the nature of the Processing, the Processor shall provide the Controller with assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under paragraph 7 of this Joint Schedule 11 (and insofar as possible within the timescales reasonably required by the Controller) including by immediately providing:
- (a) the Controller with full details and copies of the complaint, communication or request;

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- (b) such assistance as is reasonably requested by the Controller to enable it to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
 - (c) the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;
 - (d) assistance as requested by the Controller following any Personal Data Breach; and/or
 - (e) assistance as requested by the Controller with respect to any request from the Information Commissioner's Office, or any consultation by the Controller with the Information Commissioner's Office.
10. The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this Joint Schedule 11. This requirement does not apply where the Processor employs fewer than 250 staff, unless:
- (a) the Controller determines that the Processing is not occasional;
 - (b) the Controller determines the Processing includes special categories of data as referred to in Article 9(1) of the UK GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the UK GDPR; or
 - (c) the Controller determines that the Processing is likely to result in a risk to the rights and freedoms of Data Subjects.
11. The Processor shall allow for audits of its Data Processing activity by the Controller or the Controller's designated auditor.
12. The Parties shall designate a Data Protection Officer if required by the Data Protection Legislation.
13. Before allowing any Subprocessor to Process any Personal Data related to the Contract, the Processor must:
- (a) notify the Controller in writing of the intended Subprocessor and Processing;
 - (b) obtain the written consent of the Controller;
 - (c) enter into a written agreement with the Subprocessor which give effect to the terms set out in this Joint Schedule 11 such that they apply to the Subprocessor; and
 - (d) provide the Controller with such information regarding the Subprocessor as the Controller may reasonably require.
14. The Processor shall remain fully liable for all acts or omissions of any of its Subprocessors.
15. The Relevant Authority may, at any time on not less than thirty (30) Working Days' notice, revise this Joint Schedule 11 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to the Contract).

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16. The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Relevant Authority may on not less than thirty (30) Working Days' notice to the Supplier amend the Contract to ensure that it complies with any guidance issued by the Information Commissioner's Office.

Where the Parties are Joint Controllers of Personal Data

17. In the event that the Parties are Joint Controllers in respect of Personal Data under the Contract, the Parties shall implement paragraphs that are necessary to comply with UK GDPR Article 26 based on the terms set out in Annex 2 to this Joint Schedule 11.

Independent Controllers of Personal Data

18. With respect to Personal Data provided by one Party to another Party for which each Party acts as Controller but which is not under the Joint Control of the Parties, each Party undertakes to comply with the applicable Data Protection Legislation in respect of their Processing of such Personal Data as Controller.
19. Each Party shall Process the Personal Data in compliance with its obligations under the Data Protection Legislation and not do anything to cause the other Party to be in breach of it.
20. Where a Party has provided Personal Data to the other Party in accordance with paragraph 18 of this Joint Schedule 11 above, the recipient of the Personal Data will provide all such relevant documents and information relating to its data protection policies and procedures as the other Party may reasonably require.
21. The Parties shall be responsible for their own compliance with Articles 13 and 14 UK GDPR in respect of the Processing of Personal Data for the purposes of the Contract.
22. The Parties shall only provide Personal Data to each other:
- (a) to the extent necessary to perform their respective obligations under the Contract;
 - (b) in compliance with the Data Protection Legislation (including by ensuring all required data privacy information has been given to affected Data Subjects to meet the requirements of Articles 13 and 14 of the UK GDPR); and
 - (c) where it has recorded it in Annex 1 (*Processing Personal Data*).
23. Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, each Party shall, with respect to its Processing of Personal Data as Independent Controller, implement and maintain appropriate technical and organisational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1)(a), (b), (c) and (d) of the UK GDPR, and the measures shall, at a minimum, comply with the

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requirements of the Data Protection Legislation, including Article 32 of the UK GDPR.

24. A Party Processing Personal Data for the purposes of the Contract shall maintain a record of its Processing activities in accordance with Article 30 UK GDPR and shall make the record available to the other Party upon reasonable request.
25. Where a Party receives a request by any Data Subject to exercise any of their rights under the Data Protection Legislation in relation to the Personal Data provided to it by the other Party pursuant to the Contract (**“Request Recipient”**):
 - (a) the other Party shall provide any information and/or assistance as reasonably requested by the Request Recipient to help it respond to the request or correspondence, at the cost of the Request Recipient; or
 - (b) where the request or correspondence is directed to the other Party and/or relates to that other Party's Processing of the Personal Data, the Request Recipient will:
 - (i) promptly, and in any event within five (5) Working Days of receipt of the request or correspondence, inform the other Party that it has received the same and shall forward such request or correspondence to the other Party; and
 - (ii) provide any information and/or assistance as reasonably requested by the other Party to help it respond to the request or correspondence in the timeframes specified by Data Protection Legislation.
26. Each Party shall promptly notify the other Party upon it becoming aware of any Personal Data Breach relating to Personal Data provided by the other Party pursuant to the Contract and shall:
 - (a) do all such things as reasonably necessary to assist the other Party in mitigating the effects of the Personal Data Breach;
 - (b) implement any measures necessary to restore the security of any compromised Personal Data;
 - (c) work with the other Party to make any required notifications to the Information Commissioner's Office and affected Data Subjects in accordance with the Data Protection Legislation (including the timeframes set out therein); and
 - (d) not do anything which may damage the reputation of the other Party or that Party's relationship with the relevant Data Subjects, save as required by Law.

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27. Personal Data provided by one Party to the other Party may be used exclusively to exercise rights and obligations under the Contract as specified in Annex 1 (*Processing Personal Data*).
28. Personal Data shall not be retained or processed for longer than is necessary to perform each Party's respective obligations under the Contract which is specified in Annex 1 (*Processing Personal Data*).
29. Notwithstanding the general application of paragraphs 2 to 16 of this Joint Schedule 11 to Personal Data, where the Supplier is required to exercise its regulatory and/or legal obligations in respect of Personal Data, it shall act as an Independent Controller of Personal Data in accordance with paragraphs 18 to 28 of this Joint Schedule 11.

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Annex 1 - Processing Personal Data

This Annex shall be completed by the Controller, who may take account of the view of the Processors, however the final decision as to the content of this Annex shall be with the Relevant Authority at its absolute discretion.

- 1.1 The contact details of the Relevant Authority's Data Protection Officer are:
Cabinet Office Data Protection Officer
- 1.2 The contact details of the Supplier's Data Protection Officer are: **xx 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><i>The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of:</i></p> <ul style="list-style-type: none"> • <i>Business contact details of Supplier Personnel for which the Supplier is the Controller,</i> • <i>Business contact details of any directors, officers, employees, agents, consultants and contractors of Relevant Authority (excluding the Supplier Personnel) engaged in the performance of the Relevant Authority's duties under the Contract) for which the Relevant Authority is the Controller,</i>
Duration of the Processing	From award until expiry of all Call Off Contracts under RM6229.
Nature and purposes of the Processing	<p>Managing the obligations under the Framework Agreement, including exit management, and other associated activities.</p> <p>This information may be shared with the Authority to enable compliance checks on the Supplier to be undertaken. This information will be shared digitally in a secure manner.</p>
Type of Personal Data	<p>All Data Subjects</p> <p><i>As following, but not limited to:</i></p>

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	<p><i>Full name, Workplace address, Workplace Phone Number, Workplace email address, Names, Job Title, Compensation, Tenure Information, Qualifications or Certifications, Nationality, Education & training history, Previous work history, Personal Interests, References and referee details, Driving license details, National insurance number, Bank statements, Utility bills, Job title or role</i></p> <p><i>Job application details, Start date, End date & reason for termination, Contract type, Compensation data, Photographic Facial Image, Biometric data, Birth certificates, IP Address,</i></p> <p><i>Details of physical and psychological health or medical condition</i></p> <p><i>Next of kin & emergency contact details, Record of absence, time tracking & annual leave</i></p>
Categories of Data Subject	<p>Data Subjects may include:</p> <ul style="list-style-type: none"> • Staff (employees) and Contracted Employee • Self Employed Contractors • Customers/Clients • Suppliers
<p>Plan for return and destruction of the data once the Processing is complete</p> <p>UNLESS requirement under Union or Member State law to preserve that type of data</p>	<p>The Supplier must retain and store securely any data in relation to a Call Off Contract for a minimum of 7 years after the expiry of the agreement. Once this period has ended the Supplier must destroy any data stored in line with 10.5 of the Core Terms.</p>