



Be part of something bigger. Go public today.

www.publicsectorresourcing.co.uk

CALL OFF CONTRACT VARIATION (Flow down of Framework Variations 003, 004, 005 and 006)

THIS VARIATION AGREEMENT is made on 18 Jan 2023

Between:

(1) THE DEPARTMENT FOR INTERNATIONAL TRADE whose offices are at Old Admiralty Building, Admiralty Place, London, SW1A 2DY ("**Customer**")

and

(2) ALEXANDER MANN SOLUTIONS LIMITED whose registered offices are at First Floor, 7-11 Bishopsgate, London, EC2N 3AQ ("**Service Provider**")

each being a "**Party**" together known as the "**Parties**".

RECITALS

- A. The Customer and the Service Provider, under the Framework Agreement dated 16th January 2018 (the "**Agreement**"), entered into a contract for the Provision of Resourcing Services dated 20th May 2019, comprising of the Call Off Order Form and the Call Off Terms (the "**Call Off Contract**").
- B. The Agreement has been amended by a series of variations agreed between the Service Provider and the Authority
- C. The Parties now wish to vary the Call Off Contract to incorporate the relevant amendments to the Agreement, as set out in and subject to the terms of this Variation.

This Variation takes effect as of 6th April 2021 ("**Effective Date**"), or such other date as set out below, notwithstanding the date on which it is signed.

In accordance with Clause 22.1 of the Call Off Terms, this Call Off Contract is varied as follows:

1. DEFINITIONS

- 1.1. With effect from the Call Off Contract Commencement Date Schedule 1: Definitions shall be varied as follows (additions and/or deletions are identified as underlined, italicised and/or strike-through):

New Definition	<u>"Agency Provider"</u>	<u>means a Sub-Contractor appointed by the Service Provider to supply Workers to provide Worker</u>
----------------	--------------------------	---

Be part of something bigger. Go public today.

www.publicsectorresourcing.co.uk

		<i>Services, via Agency Supply, to Contracting Authorities;</i>
New Definition	<i>"Agency Supply"</i>	<i>means the Route to Talent which provides access to a Tailored Supply Chain for the sourcing of Workers;</i>
New Definition	<i>"BCDR Plan"</i>	<i>means the Business Continuity and Disaster Recovery Plan, available from the Authority on demand, which has been drafted by the Service Provider and agreed with the Authority, as may be amended from time to time;</i>
New Definition	<i>"Contracting Authorities Authorised Users"</i>	<i>means any of the Contracting Authorities' personnel who access the Services;</i>
Amend Definition	<i>"Customer Data"</i>	<p>means:</p> <p>a) the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, including any Customer's Confidential Information, and which:</p> <p>i) are supplied to the Service Provider by or on behalf of the Customer; or</p> <p>ii) the Service Provider is required to generate, process, store or transmit pursuant to this Call Off Contract; or</p> <p>any Personal Data for which the Customer is the Data Controller;</p>
Delete Definition	<i>"Data Controller"</i>	<i>has the meaning given in the Data Protection Act 1998, as amended from time to time;</i>
Delete Definition	<i>"Data Processor"</i>	<i>has the meaning given in the Data Protection Act 1998, as amended from time to time;</i>
New Definition	<i>"DBS"</i>	<i>Means Disclosure and Barring Service Checks in England and Wales; Disclosure Scotland checks in Scotland; and/or Access NI checks in Northern Ireland;</i>
New Definition	<i>"Direct Hire"</i>	<i>means the ability from the market to attract and hire Workers directly from the market;</i>

Be part of something bigger. Go public today.

www.publicsectorresourcing.co.uk

New Definition	<i>“Independent Control”</i>	<i>where a Controller has provided Personal Data to another Party which is not a Processor or a Joint</i>
		<i>Controller because the recipient itself determines the purposes and means of Processing but does so separately from the Controller providing it with</i>
		<i>Personal Data and “Independent Controller” shall be construed accordingly;</i>
New Definition	<i>“Information Commissioner”</i>	<i>the UK’s independent authority which deals with ensuring information relating to rights in the public</i>
		<i>interest and data privacy for individuals is met, whilst promoting openness by public bodies;</i>
New Definition	<i>“Inside IR35”</i>	<i>means the circumstances under which a Worker will provide the Services under the Assignment are such that Section 61N Income Tax (Earnings and Pensions) Act 2003 (“ITEPA”) applies (i.e. worker is treated as receiving earnings from employment);</i>
New Definition	<i>“Joint Controllers”</i>	<i>where two or more Controllers jointly determine the purposes and means of Processing;</i>
New Definition	<i>“MSP Fee”</i>	<i>means the managed service provider fee, as set out in Annex 1 of Call Off Schedule 3;</i>
New Definition	<i>“Nominated Workers”</i>	<i>means a Worker that has been identified by the Contracting Authority Authorised User as having the skills and experience required to meet their requirements for an available role;</i>
New Definition	<i>“Non-Agency Supply”</i>	<i>means the Routes to Talent such as Direct Hire, Talent Pools, Nominated Workers and Referrals through which Workers are engaged without the requirements for a Tailored Supply Chain;</i>
New Definition	<i>“Off-Payroll IR35 Legislation”</i>	<i>means ITEPA Part 2, Chapter 10;</i>
New Definition	<i>“Outside IR35”</i>	<i>means the circumstances under which the Worker will provide the Services are such that section 61N ITEPA does not apply (i.e. worker is not treated as receiving earnings from employment);</i>



Be part of something bigger. Go public today.

www.publicsectorresourcing.co.uk

New Definition	"Processing"	<i>has the meaning given to it in the GDPR and</i>
		<i>"Process" and "Processed" shall be interpreted accordingly;</i>
New Definition	"Personal Services Company or PSC"	<i>means a personal services company incorporated as a limited company or a partnership in the United Kingdom, which has been set up to provide the services of a single Worker, who is usually the sole shareholder and company director of the business;</i>
New Definition	"Routes To Talent"	<i>means the route used to source a Worker via Agency Supply or Non Agency Supply;</i>
New Definition	"Status Determination Statement"	<i>means the written conclusion of the Customer's assessment of the Worker undertaken pursuant to the Off-Payroll IR35 Legislation;</i>
New Definition	"Tailored Supply Chain"	<i>means the segmented supply chains available under the Agency Supply Route to Talent to source Workers;</i>
New Definition	"Talent Pool"	<i>means a pool of skilled and qualified Workers available for access by the Contracting Authorities based on skills, experience, availability and Worker Day Rate;</i>
New Definition	"Transition Fee"	<i>means the fee payable to the Service Provider in the event that a Customer requires the transition of a Worker to the Public Sector Resourcing Framework from another source, whilst the Worker remains contracted directly with the Agency Provider;</i>
New Definition	"Worker Day Rates"	<i>means the net rate paid to the Worker excluding any Service Provider / Agency Provider charges and any National Insurance or tax contributions;</i>

2. ADMINISTRATION AND CLERICAL FEES

- 2.1. With effect from the Call Off Commencement Date the pricing schedule on Tab "Route to Talent Fees" in embedded file "RM3749 Pricing Template" Schedule 3 (Call Off Contract Charges, Payment and Invoicing - Annex 1: Call Off Contract Charges) of the Call Off Terms shall be varied as follows:



Be part of something bigger. Go public today.

www.publicsectorresourcing.co.uk

Non Agency Supply				
Transaction Type	Day Rate	Rate Day	Rate Day	Rate
Non Agency Route to Talent % Fee per day from Day 1 to Week 12				
Direct Hire	■%	■%	■%	■%
Talent Pool	■%	■%	■%	■%
Pre Identified	■%	■%	■%	■%
Admin & Clerical (transitioned workers)*	£ ■ per hr	£ ■ per hr	£ ■ per hr	£ ■ per hr
Admin & Clerical (new workers)**	£ ■ per hr	£ ■ per hr	£ ■ per hr	£ ■ per hr
Elevate	■%	■%	■%	■%

Agency Supply	
Senior Civil Servant	■%
Digital	■%
All Other Categories	■%

The Admin & Clerical pricing is charged as follows:

*■ for transitioned workers from the RM960 Contingent Labour One agreement (which includes the ■% AMS Fee and ■% CCS levy).

■% MSP Fee is then applied

i.e. Worker Rate + ■ + ■% MSP Fee

**■ for all new workers placed through PSR

This pricing is derived from an average candidate pay rate of ■ per hour to give a base charge rate of ■.

The follow charges are then included to this ■ for new workers placed through PSR

■% AMS fee

■% CCS Levy

Be part of something bigger. Go public today.

www.publicsectorresourcing.co.uk

This gives the [redacted] base Route to Talent rate, to which the Worker Rate is added, then the [redacted] % MSP fee to provide the total charge rate.

3. TRANSITION FEES

3.1 With effect from 21st September 2020 a new Clause 5 (previously not used) of Schedule 3 (Call Off Contract Charges and Invoicing) of the Call Off Terms shall be added as follows:

“5. TRANSITION FEE

5.1 The Call Off Contract Charges for a Transition Fee set out in Annex 1 of Schedule 3 of this Call Off Contract are the maximum Transition Fee that the Service Provider may charge unless otherwise agreed with a Contracting Authority.

5.2 A Transition Fee will be a temporary increase on the MSP Fee for Agency Supply as set out in Annex 1 of this Call Off Schedule 3, specifically tab MSP Transition Fee Instructions, tab Transition Fee Calculator and tab Transition Resource Costs.

5.3 The Transition Fee shall be dependent on the size of the transition requested by the Contracting Authority and shall be agreed with the Contracting Authority.

5.4 The temporary uplift shall be commensurate with the costs of completing the transition of the Worker and their Agency Provider onto the Public Sector Resourcing Framework.

5.5 Unless otherwise agreed with a Contracting Authority, the Transition Fee on the MSP Fee for Agency Supply shall remain in place for a maximum of three months, after which the MSP Fee for Agency Supply shall return to costs as set out in Annex 1 of this Call Off Schedule 3, specifically tab MSP Fees.”

3.2 With effect from 21st September 2020 the pricing schedule on Tab “Route to Talent Fees” in embedded file “RM3749 Pricing Template” in Schedule 3: Call Off Contract Charges, Payment and Invoicing - Annex 1: Call Off Contract Charges shall be varied as follows:

Tab “MSP Transition Fee Instruct”, Tab “Transition Fee Calculator” and Tab “Transition Resource Costs” shall be inserted as set out in the file below “Worker transaction calculator UNPROTECTED”



Worker transition
calculator UNPROTEC



Be part of something bigger. Go public today.

www.publicsectorresourcing.co.uk

4. CALL OFF TERMS GOVERNANCE

4.1. With effect from the Call Off Commencement Date, Paragraphs 7 and 8 of the Call Off Order Form shall be varied as follows:

4.1.1. The existing paragraph 7.4 shall be deleted in its entirety and replaced with the following:

"7.4 Notwithstanding Schedule 9 (Exit Management) of the Call Off Terms, an initial Exit Plan ("Exit Plan") for PSR has been agreed between the Service Provider and the Authority. The Authority will provide copies to the Contracting Authorities on demand. The Exit Plan will be developed further by the Service Provider and the Authority within 6 months of a planned exit."

4.1.2 Existing paragraphs 8.3 and 8.6 shall be marked "Not Used";

4.1.3 A new Clause 8.7 shall be inserted as follows:

"8.7 Notwithstanding Schedule 7 (Security) of the Call Off Terms and any provisions in a Call Off Contract that relate to Business Continuity and Disaster Recovery, Diversity and Inclusion; and Social and Economic Values, the following plans for PSR have been agreed between the Service Provider and the Authority. The Authority will provide copies to the Contracting Authorities on demand:

- Security Plan
- Business Continuity and Disaster Recovery Plan
- Equality, Diversity, Economic and Social Value Plan"

5. KEY PERFORMANCE INDICATORS

5.1. With effect from 1st April 2019 the Key Performance Indicators for Professional Workers set out in Schedule 18 (Key Performance Indicators) shall be deleted and replaced with the Key Performance Indicators for Professional Workers set out in a new Schedule 18 in Appendix 1a hereto.

5.2. With effect from 1st February 2020 the Key Performance Indicators for Admin, Clerical and Operational Workers set out in Schedule 18 (Key Performance Indicators) shall be deleted and replaced with the Key Performance Indicators for Admin, Clerical and Operational Workers set out in the new Schedule 18 in Appendix 1b hereto.



Be part of something bigger. Go public today.

www.publicsectorresourcing.co.uk

6. ENHANCED DBS CHECKS

6.1 With effect from the Call Off Commencement Date the Framework Agreement, Schedule 3: Call Off Contract Charges, Payment and Invoicing shall be varied as follows:

The wording in Annex 1 shall be deleted and amended as follows:

“As per Schedule 2, Clause 9.3.1 the Service Provider shall be responsible for ensuring all Workers have pre-employment screening completed in line with the standards set out in the Cabinet Office Baseline Personnel Security Standards (BPSS) as a minimum. Any screening requirements over and above BPSS should be advised by the Customer at point of requisition.

Costs incurred to complete pre-employment screening in line with the BPSS standards will be absorbed by the Worker and will not be charged back to the Customer with the exception of:

- (a) enhanced DBS checks sourced through any Route to Talent, where the cost of enhanced DBS checks will be a direct pass through cost to the Customer and charged on top of the workers first weeks bill rate;
- (b) workers sourced through the Admin and Clerical Non Agency Supply Route to Talent where the cost of DBS checks will be a direct pass through cost to the Customer and charged on top of the workers first weeks bill rate.”

7. OFF PAYROLL IR35 LEGISLATION

7.1 With effect from the 6th April 2021, the following clauses 23.5.3 – 23.5.11 shall be added to the Call Off Terms:

“23.5.3 The Service Provider will notify the Customer of any Worker engaged via a PSC.

23.5.4 The Customer acknowledges that it is solely responsible for determining if any Assignment falls Inside IR35 or Outside IR35 pursuant to the Off-Payroll IR35 Legislation and shall be responsible for promptly providing the Service Provider with an up-to-date Status Determination Statement for any Worker engaged via a Personal Services Company (irrespective of whether the Customer determines that they are Inside or Outside IR35). The Customer will provide such information as the Service Provider may reasonably require in a timely manner to enable the Service Provider to comply with its obligations under the Off-Payroll IR35 Legislation.

23.5.5 The Customer will notify the Service Provider immediately if it has reason to believe that the Assignment falls Inside IR35 and/or the nature of the Services or the Assignment and/or its IR35 status has changed or will change.



Be part of something bigger. Go public today.

www.publicsectorresourcing.co.uk

23.5.6 If the Service Provider is notified by either a Subcontractor or a PSC that the Status Determination Statement provided by the Customer is inaccurate, the Service Provider shall notify the Customer as soon as reasonably practicable.

23.5.7 The Customer shall be liable for all Losses incurred, suffered or paid by the Service Provider (including reasonable legal expenses) arising out of or in connection with any of the following:

- a) any incorrect Status Determination Statement by the Customer; and/or
- b) any treatment by the Customer of a Contractor who has been categorised under this Agreement following a Status Determination Statement as Outside IR35, which treatment causes or contributes to HMRC treating the Contractor as being Inside IR35.

23.5.8 The Service Provider shall be liable for all Losses incurred, suffered or paid by the Customer (including reasonable legal expenses) arising out of or in connection with:

- a) the failure by the Service Provider to deduct any tax, national insurance or other statutory deductions, or make any required employer contributions for national insurance or the apprentice levy, where the Service Provider had been given an Inside IR35 Status Determination Statement by the Customer which confirmed that such sums should have been deducted/paid.
- b) the Customer's non-provision of a Status Determination Statement to a Worker where both:
 - (i) the Customer had expressly informed Service Provider in writing that it did not want the Service Provider to supply any Personal Services Company to it; and
 - (ii) subsequent to such notification, the Service Provider supplied a Personal Services Company to the Customer without their knowledge.

23.5.9 The liability of the Parties under the Call Off Contract with respect to the Off-Payroll IR35 legislation shall be as set out at Clauses 23.5.3 to 23.5.11.

23.5.10 The Parties agree that it shall not be necessary for the Service Provider to comply with the Dispute Resolution Procedure or to notify the Customer in respect of any acts or omissions of the Customer in connection with the Customer's treatment of Workers which may cause an IR35 liability, or subject to Clause 23.5.6, any IR35 status determinations made by the Customer (or decided by the Customer to be unnecessary) in respect of Workers.



Be part of something bigger. Go public today.

www.publicsectorresourcing.co.uk

23.5.11 It is agreed that the indemnity provided by the Service Provider in clause 23.5.1(b) of the Call Off Terms shall not apply where a Personal Services Company is supplied by the Service Provider to the Customer and one of the following scenarios apply:

- a) the Customer does not make a Status Determination Statement;
- b) the Customer does not provide the Worker and the Service Provider with a Status Determination Statement;
- c) the Customer does not take reasonable care in making a Status Determination Statement;
- d) the Customer is liable for Losses in accordance with Clause 23.5.7."

8. DATA PROTECTION

8.1 With effect from 1st January 2021, the following wording shall be inserted as new clause 34.6 of the Call Off Terms:

34.6. "Independent Controllers of Personal Data"

- 34.6.1. With respect to Personal Data provided by one Party to another Party for which each Party acts as Controller but in respect of which the Parties are not Joint Controllers, each Party undertakes to comply with the applicable Data Protection Legislation in respect of their Processing of such Personal Data as Controller.
- 34.6.2. 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.
- 34.6.3. Where a Party has provided Personal Data to the other Party in accordance with Clause 34.5.6 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.
- 34.6.4. The Parties shall be responsible for their own compliance with Articles 13 and 14 GDPR in respect of the Processing of Personal Data for the purposes of the Call Off Contract.
- 34.6.5. The Parties shall only provide Personal Data to each other:
 - (a) to the extent necessary to perform their respective obligations under the Call Off Contract;



Be part of something bigger. Go public today.

www.publicsectorresourcing.co.uk

(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 GDPR); and

(c) where it has recorded it in Annex 1 to Call Off Schedule 20 (Authorised Processing Template).

34.6.6. 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 GDPR, and the measures shall, at a minimum, comply with the requirements of the Data Protection Legislation, including Article 32 of the GDPR.

34.6.7. A Party Processing Personal Data for the purposes of the Framework Agreement shall maintain a record of its Processing activities in accordance with Article 30 GDPR and shall make the record available to the other Party upon reasonable request.

34.6.8. 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 Framework Agreement ("**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.



Be part of something bigger. Go public today.

www.publicsectorresourcing.co.uk

34.6.9. 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 Call Off 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.

34.6.10. Personal Data provided by one Party to the other Party may be used exclusively to exercise rights and obligations under the Call Off Contract as specified in Annex 1 to Call Off Schedule 20 (Authorised Processing Template).

34.6.11. Personal Data shall not be retained or processed for longer than is necessary to perform each Party's respective obligations under the Call Off Contract which is specified in Annex 1 to Call Off Schedule 20 (Authorised Processing Template).

34.6.12. Notwithstanding the general application of Clause 34.5 of this Call Off Contract, where the Service Provider 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 Clause 34.6 of this Call Off Contract."

8.2 The existing Clause 34.6 "Malicious Software" of the Call Off Terms shall be renumbered as Clause 34.7 and references within that Clause to Clause 34.6 shall be read as references to Clause 34.7 accordingly.

8.3 Call-Off Schedule 20 (Authorised Processing Template) of the Call Off Contract shall be deleted and replaced with the wording set out at Appendix 2 to this Variation.

9. The Variation is supplemental to the Call Off Contract. Except as expressly amended by the Variation and any previous variation, the Call Off Contract shall remain in full force and effect.



Be part of something bigger. Go public today.

www.publicsectorresourcing.co.uk

Terms defined in the Call Off Contract shall have the same meaning in this Variation, unless otherwise provided by the Variation.

10. The Variation must be agreed and signed by both parties and shall be effective from the effective date specified in the Variation.

11. The parties agree to comply with the terms of the Variation in consideration of the payment by each party to the other of the sum of one pound (£1), the receipt and sufficiency of which is acknowledged by each party.

12. The Variation shall be governed by and construed in all respects in accordance with English law. Any dispute which may arise between the parties concerning this Variation shall be determined by the courts of England and Wales, and the parties submit to the exclusive jurisdiction of such courts.

Signed by an authorised signatory for and on behalf of the Customer

Signature

Date

19/1/2023

Name (in Capitals)

Address

Old Admiralty Building, Admiralty Place, London, SW1A 2DY

Signed by an authorised signatory to sign for and on behalf of the Service Provider

Signature

Date

24/1/2023

Name (in Capitals)

Address

7 – 11 Bishopsgate, London, EC2N 3AQ

Be part of something bigger. Go public today.

www.publicsectorresourcing.co.uk

Appendix 1a: Call Off Schedule 18: Key Performance Indicators for Professional Workers

PROFESSIONAL WORKERS

#	KPI Name	Detail	Minimum	Target	Simplified Definition	Measure
1	Time to Shortlist	Time from Approved requirement to 2nd CV sent to HM within 3 Business Days for all roles closed in the previous month	80%	85%	% of requirements closed within the period, the 2nd CV sent to the HM must be submitted within 3 business days (or less) of requirement approval	Time form Approved Requirement to 2nd CV sent to HM for all roles closed within the previous month
2	CV to Interview	Number of CVs submitted for each interview arranged	3:1	3:1	Average ratio of 3:1 (or less) submissions (to HM) for each interview	Total number of CVs submitted to total number of interviews held for all roles closed within the previous month
3	Interview to Offer	Number of interviews held for each offer made	2:1	2:1	Average ratio of 2:1 (or less) interviews for each offer made	Total number of interview submitted to total number verbal offers issued for all roles closed within the previous month



Be part of something bigger. Go public today.

www.publicsectorresourcing.co.uk

4	Time to Offer	Number of days between approved requirement in FG to offer made	12 days	12 days	Average time for offer made to be made within 12 days (or less) from requirement approval	Time from approved requirement in Fieldglass to offer made for all roles closed within the previous month
5	Time from Offer to Onboard	Time from offer extended to a completed on-board (issue of verification record) made for all roles within the previous month	10 days	10 days	Average time for completion of onboarding to be made within 10 days (or less) from work order approval	Time from work order approval to a completed on-board (issue of verification record) made for all roles closed within the previous month. Subject to 3rd party process exceptions beyond PSR control
6	C-SAT Hiring Manager Satisfaction	% of responses Satisfied or above	80%	85%	% of Hiring Manager Satisfaction survey responses within the period must be considered 'Satisfied' or above	Satisfied (or above) responses for the work orders processed within the previous month



Be part of something bigger. Go public today.

www.publicsectorresourcing.co.uk

7	C-SAT Candidate Satisfaction	% of responses Satisfied or above	80%	85%	% of Candidate Satisfaction survey responses within the period must be considered 'Satisfied' or above	Satisfied (or above) responses for the work orders processed within the previous month
8	Rate Alignment	% of candidates at or below the rate set out on the rate card	80%	85%	% of starters within the period must be placed at or below rate card rate	Pay rate at, or below, rate card rate
9	Aged Requirements	% of roles closed within 30 days from approved requirement in FG to offer made	85%	90%	% of roles closed within 30 days from approved requirement in FG to offer made	Time from approved requirement in Fieldglass to offer made for all roles closed within the previous month
10	SAP Fieldglass Availability	% of time the VMS is available for service (working hours)	99.00%	99.99%	Time of VMS availability against all working hours within the reporting month	Time of VMS availability against all working hours within the reporting month

Be part of something bigger. Go public today.

www.publicsectorresourcing.co.uk

Appendix 1b: Call Off Schedule 18: Key Performance Indicators for Administrative and Clerical Workers

ADMIN, CLERICAL AND OPERATIONAL WORKERS

#	KPI Name	Detail	Minimum acceptable level	Target	Simplified Definition	Measure
1	Time to Offer	Number of days between approved requirement in FG to offer made	Average of 10 working days	Average of 8 working days	Average time for offer made to be made within 12 days (or less) from requirement approval	Frequency: Monthly Measured from Navigator (Brook Street bespoke on boarding/vetting system) requisition creation date to candidate offer date. Candidates at 'Declined' status will be excluded from calculation. Any 'project' roles, defined as EU exit and 10 + headcount on a requisition will be exclude from the calculation.
2	Time on Onboard	Time from offer extended to a completed on-board (issue of verification	Average of 10 working days	Average of 8 working days	Average time for completion of onboarding to be made within 10	Frequency: Monthly Measured from candidate offer date to candidate vetting cleared date.

Be part of something bigger. Go public today.

www.publicsectorresourcing.co.uk

		record) made for all roles within the previous month			days (or less) from work order approval	Requisitions tagged as 'Project' or 'EU Project' will be excluded from calculation. Also any SC requirements will be excluded.
3	C-SAT Hiring Manager Satisfaction	% of responses Satisfied or above	80%	85%	% of Hiring Manager Satisfaction survey responses within the period must be considered 'Satisfied' or above	Frequency: Monthly Measurement 85% of Hiring Managers scoring 'satisfied' or above in the customer satisfaction surveys issued in reporting period (minimum acceptable level is 80%).
4	C-SAT Candidate Satisfaction	% of responses Satisfied or above	80%	85%	% of Candidate Satisfaction survey responses within the period must be considered 'Satisfied' or above	Frequency: Monthly Measurement 85% of Candidates scoring 'satisfied' or above in the customer satisfaction surveys issued in reporting period (minimum acceptable level is 80%).
5	Rate Alignment	% of candidates at or	100%	100%	% of starters within the period must	Frequency: Quarterly All successful



Be part of something bigger. Go public today.

www.publicsectorresourcing.co.uk

		the rate set out on the rate card			be placed at or below rate card rate	candidates, placed against roles filled in the previous period, to be deployed in line with AWR legislation.
--	--	--	--	--	---	---



Be part of something bigger. Go public today.

www.publicsectorresourcing.co.uk

Appendix 2: CALL OFF SCHEDULE 20: AUTHORISED PROCESSING TEMPLATE

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



Address: Department for International Trade, Old Admiralty Building, Admiralty Place, Whitehall, London, SW1A 2DY

Email address: 

2. The contact details of the Service Provider Data Protection Officer is: 

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.



Be part of something bigger. Go public today.

www.publicsectorresourcing.co.uk

Contract Reference:	[Guidance: to be reviewed and completed for each call off contract]
Date:	
Description Of Authorised Processing	Details
Identity of the Controller and Processor	<p>i) The Parties acknowledge that for the purposes of the Data Protection Legislation: the Customer is the Controller and the Service Provider is the Processor for the following Personal Data under this Contract:</p> <ul style="list-style-type: none"> Personal Data Processed specifically for performing BPSS screening Personal Data processed in relation to drug and alcohol screening <p>ii) the Service Provider is the Controller and the Customer is the Processor for the following Personal Data under this Contract:</p> <ul style="list-style-type: none"> None <p>iii) the Service Provider and the Customer are joint Controllers for</p> <ul style="list-style-type: none"> None Note: Should at any point the parties be determined as Joint Controllers, Annex A will apply to that processing. <p>The Service Provider and the Customer are Independent Controllers for all Services provided by the Service Provider to the Customer under the Call Off Contract, with the exception of those listed in i), ii) and iii) above</p>
Subject matter of the processing	<ul style="list-style-type: none"> Performing BPSS screening on behalf of the customer. Processing drug and alcohol related screening data on behalf of the Customer. <p>Note that for some Personal Data processed as part of the BPSS screening, the Service Provider has their own lawful basis of processing and is neither a Processor on behalf of the Customer nor a Joint Controller.</p>
Duration of the processing	From the outset of the Call-Off Contract date, and up to 7 years after the last Worker finishes their assignment in order to meet legal obligations.



Be part of something bigger. Go public today.

www.publicsectorresourcing.co.uk

Nature and purposes of the processing	<p>Any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of Personal Data (whether or not by automated means).</p> <p>For BPSS, specifically the collection of Personal Data from the Data Subject including proof of name, proof of date of birth, proof of employment / academic history, proof of national insurance number, proof of address, proof of right to work, proof of signature, and a criminal record check result which are then validated against the BPSS screening requirements. The result of the BPSS check is provided to the customer, and records are retained in line with the retention policy.</p> <p>Note that some of the records processed for BPSS are also processed for the Service Providers purposes, not under the control of the Customer.</p> <p>For drug and alcohol screening, the collection of Personal Data from the Data Subject, the sharing of the Personal Data with a third party provider selected by the Customer for the purposes of performing drug and alcohol screening, receiving the result of the test (pass or fail only), sharing the result with the Customer, and records are retained in line with the retention policy.</p> <p>For both BPSS and drug and alcohol screening, providing the information to the Customer for the purpose of fulfilling its obligations under the Framework Agreement.</p>
Type of Personal Data	<p>All contingent workers</p> <p>Full name</p> <p>Proof of right to work</p> <p>Proof of date of birth</p> <p>Proof of national insurance</p> <p>Proof of signature</p> <p>Proof of address</p> <p>Work and/or education history</p> <p>Criminal record check result</p> <p>Drug and alcohol test results (pass or fail only)</p>



Be part of something bigger. Go public today.

www.publicsectorresourcing.co.uk

Categories of Data Subject	Contingent Workers
	The Personal Data will be retained for each hired Worker for up to 7 years after the last payment is made in relation to the assignment performed. For those Worker applicants not engaged the Personal Data will be retained only as long as is necessary to fulfil the purposes identified in the data protection statement. Typically this is 12 months for screening data.



Be part of something bigger. Go public today.

www.publicsectorresourcing.co.uk **ANNEX A:**

Joint Controller Agreement

- 1.1 With respect to Personal Data which has been identified in Annex A as under Joint Control of the Parties because it is envisaged that they shall jointly determine the purpose and means of processing and each be a Data Controller in respect of that Personal Data. Accordingly, the Parties each undertake to comply with the applicable Data Protection Law in respect of their Processing of such Personal Data as Joint Data Controllers.
- 1.2 The Service Provider shall be the Exclusive Point of Contact for Data Subjects in Annex 1 In who shall:
 - (a) direct Data Subjects to the Exclusive Point of Contact's Data Protection Officer or suitable alternative in connection with the exercise of their rights as Data Subjects and for any enquiries concerning their Personal Data or privacy;
 - (b) be responsible for the Parties' compliance with all duties to provide information under Articles 13 and 14 of the GDPR; and
 - (c) shall make available to Data Subjects the essence of this Schedule (and notify them of any changes to it) concerning the allocation of responsibilities as Joint Controller and its role as Exclusive Point of Contact. This must be outlined in the Exclusive Point of Contact's privacy policy (which must be readily available by hyperlink or otherwise on all of its public facing services and marketing).
- 1.3 The Joint Controllers each undertake that they shall:
 - (a) report to the other Party every three months on:
 - (i) the volume of Data Subject Access Requests (or purported Data Subject Access Requests) from Data Subjects (or third parties on their behalf);
 - (ii) the volume of requests from Data Subjects (or third parties on their behalf) to rectify, block or erase any Personal Data;
 - (iii) any other requests, complaints or communications from Data Subjects (or third parties on their behalf) relating to the other Party's obligations under applicable Data Protection Law;
 - (iv) any communications from the Information Commissioner or any other regulatory authority in connection with Personal Data; and
 - (v) any requests from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law;



Be part of something bigger. Go public today.

www.publicsectorresourcing.co.uk

that it has received in relation to the Personal Data under Joint Control during that period;

- (b) notify each other immediately if it receives any request, complaint or communication made as referred to in Clauses 1.3(a)(i) to (v); and
- (c) provide the other Party with full cooperation and assistance in relation to any request, complaint or communication made as referred to in Clauses 1.3(a)(iii) to (v) to enable the other Party to comply with the relevant timescales set out in the Data Protection Law.
- (d) obtain the consent of Data Subjects or carrying out and documenting legitimate interest assessments, in accordance with the GDPR, for all Processing;
- (e) not disclose or transfer the Personal Data to any third party unless necessary for the provision of the Services and, for any disclosure or transfer of Personal Data to any third party, save where such disclosure or transfer is specifically authorised under this Agreement or is required by Law). For the avoidance of doubt to which Personal Data is transferred must be subject to equivalent obligations which are no less onerous than those set out in this Annex.
- (f) request from the Data Subject only the minimum information necessary to provide the Services and treat such extracted information as Confidential Information.
- (g) ensure that at all times it has in place appropriate Protective Measures to guard against unauthorised or unlawful processing of the Personal Data and/or accidental loss, destruction or damage to the Personal Data and unauthorised or unlawful disclosure of or access to the Personal Data.
- (h) take all reasonable steps to ensure the reliability and integrity of any of its Personnel who have access to the Personal Data and ensure that its Personnel:
 - () are aware of and comply with their duties under this Annex 1 (*Data Sharing Agreement*) and those in respect of Confidential Information
 - (ii) are informed of the confidential nature of the Personal Data, are subject to appropriate obligations of confidentiality and do not publish, disclose or divulge any of the Personal Data to any third party where the that Party would not be permitted to do so;
 - (iii) have undergone adequate training in the use, care, protection and handling of Personal Data as required by the applicable Data Protection Law;



Be part of something bigger. Go public today.

www.publicsectorresourcing.co.uk

- (i) ensure that it has in place Protective Measures as appropriate to protect against a Data Loss Event having taken account of the:
 - (i) nature of the Personal Data to be protected;
 - (ii) harm that might result from a Data Loss Event;
 - (iii) state of technological development; and
 - (iv) cost of implementing any measures.
- (j) ensure that it has the capability (whether technological or otherwise), to the extent required by Data Protection Law, to provide or correct or delete at the request of a Data Subject all the Personal Data relating to that Data Subject that the Contractor holds; and
- (i) ensure that it notifies the other Party as soon as it becomes aware of a Data Loss Event.

1.4 Each Joint Controller shall use its reasonable endeavours to assist the other Controller to comply with any obligations under applicable Data Protection Law and shall not perform its obligations under this Annex in such a way as to cause the other Joint Controller to breach any of the it's obligations under applicable Data Protection Law to the extent it is aware, or ought reasonably to have been aware, that the same would be a breach of such obligations.

1.5 Each Party shall notify the other Party promptly and without undue delay, and in any event within 48 hours, upon becoming aware of any Personal Data Breach or circumstances that are likely to give rise to a Personal Data Breach, providing the other Party and its advisors with:

- (a) sufficient information and in a timescale which allows the other Party to meet any obligations to report a Personal Data Breach under the Data Protection Laws;
- (b) all reasonable assistance, including:
 - (i) co-operation with the other Party and the Information Commissioner investigating the Personal Data Breach and its cause, containing and recovering the compromised Personal Data and compliance with the applicable guidance;
 - (ii) co-operation with the other Party including taking such reasonable steps as are directed by the other Party to assist in the investigation, mitigation and remediation of a Personal Data Breach;
 - (iii) co-ordination with the other Party regarding the management of public relations and public statements relating to the Personal Data Breach;
 - (iv) providing the other Party and to the extent instructed by the other Party to do so, and/or the Information Commissioner investigating the Personal Data



Be part of something bigger. Go public today.

www.publicsectorresourcing.co.uk

Breach, with complete information relating to the Personal Data Breach, including, without limitation, the information set out in Clause 1.6.

1.6 Each Party shall take all steps to restore, re-constitute and/or reconstruct any Personal Data where it has been lost, damaged, destroyed, altered or corrupted as a result of a Personal Data Breach as if it was that Party's own Personal Data at its own cost with all possible speed and shall provide the other Party with all reasonable assistance in respect of any such Personal Data Breach, including providing the other Party, as soon as possible and within 48 hours upon becoming aware of the Personal Data Breach relating to the Personal Data Breach, in particular:

- (a) the nature of the Personal Data Breach;
- (b) the nature of Personal Data affected;
- (c) the categories and number of Data Subjects concerned;
- (d) the name and contact details of the Provider's Data Protection Officer or other relevant contact from whom more information may be obtained;
- (e) measures taken or proposed to be taken to address the Personal Data Breach; and
- (f) describe the likely consequences of the Personal Data Breach.

1.7 The Parties shall:

- a) provide all reasonable assistance to the each other in preparing any data protection impact assessment as may be required (including provision of detailed information and assessments in relation to processing operations, risks and measures);
- b) maintain full and complete records of all processing carried out in respect of the Personal Data in connection with this [Framework Agreement/Call Off Contract], such records shall include the following information:
 - i. the categories and purposes of processing carried out in respect of the Personal Data;
 - ii. where applicable, complete information about transfers of Personal Data outside the EU, and the safeguards implemented in respect of such transfers necessary to comply with Law;
 - iii. a general description of the Protective Measures which the Provider has implemented to safeguard the Personal Data in accordance with this clause and in compliance with Law.



Be part of something bigger. Go public today.

www.publicsectorresourcing.co.uk

1.8 If financial penalties are imposed by the Information Commissioner on either Joint Controller for a Personal Data Breach ("**Financial Penalties**") then the following shall occur:

- a) if the Authority/Customer is responsible for the Personal Data Breach, in that it is caused as a result of the actions or inaction of the Authority/Customer, its employees, agents, contractors (other than the Contractor) or systems and procedures controlled by the Authority/Customer, then the Authority/Customer shall be responsible for the payment of such Financial Penalties. In this case, the Authority/Customer will conduct an internal audit and engage at its reasonable cost when necessary, an independent third party to conduct an audit of any such Personal Data Breach. The Service Provider shall provide to the Authority/Customer and its third party investigators and auditors, on request and at the Authority/Customer's reasonable cost, full cooperation and access to conduct a thorough audit of Personal Data Breach;
- b) If the Service Provider is responsible for the Personal Data Breach, in that it is not a breach that the Authority/Customer is responsible for, then the Service Provider shall be responsible for the payment of these Financial Penalties. The Authority/Customer will provide to the Service Provider and its auditors, on request and at the Service Provider's reasonable cost, full cooperation and access to conduct a thorough audit of such Personal Data Breach.
- c) If responsibility is unclear, then the Joint Controllers shall work together to investigate the relevant Personal Data Breach and allocate responsibility for any Financial Penalties as outlined above, or by agreement to split any Financial Penalties equally if no responsibility for the Personal Data Breach can be apportioned. In the event that the Parties do not agree such apportionment then such Dispute shall be referred to Dispute Resolution.

1.9 If any of the joint controllers is the defendant in a legal claim brought by a third party in respect of a Personal Data Breach, then unless the Parties otherwise agree, the Party that is determined by the final decision of a court of competent jurisdiction or the Information Commissioner to be responsible for the Personal Data Breach shall be liable for the losses arising from such breach. Where both Parties are liable, the liability will be apportioned between the Parties in accordance with the decision of the Court or the Information Commissioner, as the case may be.

1.10 In respect of any losses, cost claims or expenses incurred by either Party as a result of a Personal Data Breach (the "Claim Losses"):

- a) the Party responsible for the relevant breach shall be responsible for the Claim Losses;
and



Be part of something bigger. Go public today. www.publicsectorresourcing.co.uk

b) if responsibility is unclear, then the Parties shall be responsible for the Claim Losses equally.

1.11 In respect of any Processing of Personal Data under Joint Control by a sub-contractor or agents of a Party, each Party shall:

(a) carry out adequate due diligence on such third party or the sub-contractor to ensure that it is capable of providing the level of protection for the Personal Data as is required by Clause 1.3(e), and provide evidence of such due diligence to the other Party where reasonably requested by the other Party or the Information Commissioner; and

(b) ensure that a suitable agreement is in place with the third party or the Sub-contractor or Key Sub-contractor including as may be required under applicable Data Protection Law.

1.12 The Parties agree to erase Personal Data from any computers, storage devices and storage media that are to be retained as soon as practicable after it has ceased to be appropriate for them to retain such Personal Data under applicable Data Protection Law and their privacy policy (save to the extent (and for the limited period) that such information needs to be retained by the Party for statutory compliance purposes or as otherwise required by this Agreement), and taking all further actions as may be necessary or desirable to ensure its compliance with Data Protection Law and its privacy policy.