

Order Form

Framework agreement reference: SBS/17/SG/ZMC/9266

Date of order	27/06/2022	Order Number	TBC Global Health Partnerships, Learning Outcome Framework To be quoted on all correspondence relating to this Order
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FROM

Customer	Health Education England (HEE) "Customer"
Customer's Address	Health Education England, Blenheim House, Duncombe Street, Leeds, LS1 4PL
Invoice Address	NHS Health Education England, T73 Payables F485, Phoenix House, Topcliffe Lane, Tingley, Wakefield, WF3 1WE
Contact Ref:	Name: [REDACTED] Address: Health Education England, Blenheim House, Duncombe Street, Leeds, LS1 4PL e-mail: [REDACTED]

TO

Supplier	The Workforce Development Trust Group, trading as, Skills for Health
Supplier's Address	Vertigo, Cheese Lane, Bristol, BS2 0JJ
Account Manager	[REDACTED], [REDACTED]

1. TERM
(1.1) Commencement Date Upon Signing by both Parties
(1.2) Expiry Date The Contract shall expire 6 months from the Commencement Date

2. GOODS AND SERVICES REQUIREMENTS

(2.1) Goods and/or Services

Services shall be delivered in line with the Specification



Appendix A
Specification.docx

(2.2) Standards

The Services shall be delivered to industry best practices and standards.
Delivery only on sign off by Steering group and SRO as identified in the listing provided

(2.3) Security Requirements

Security Policy

Processing personal data under or in connection with this contract - YES (See Appendix A – Data Protection Protocol)

(2.4) Exit Plan (where required)

Exit once delivery of product including publication

(2.5) Environmental Plan

N/A

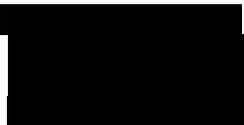
3. SUPPLIER SOLUTION

(3.1) Supplier Solution



Appendix E ITQ
RESPONSE TEMPLATE

(3.2) Account structure including Key Personnel



(3.3) Sub-contractors to be involved in the provision of the Services and/or Goods

None
<p>(3.4) Outline Security Management Plan</p> <p>As set out below:</p> <p>As per NHS GDPR The working documents including drafts and meeting notes will be shared on a secure location for both NHS and SFH staff The final document will be widely shared and publicised, as is practice.</p>
<p>(3.5) Relevant Convictions</p> <p>None</p>
<p>(3.6) Implementation Plan</p> <p>To be agreed at the initial meeting.</p>

<p>4. PERFORMANCE QUALITY</p> <p>(4.1) Key Performance Indicators</p> <p>See specification (2.1) Goods and/or Services</p>
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<p>5. PRICE AND PAYMENT</p> <p>(5.1) Contract Price payable by the Customer in accordance with the commercial schedule set out in the framework agreement payment profile and method of payment.</p> <p>Total cost of programme delivery as described £66,175 plus VAT @20% = £79,410</p> <p>Paid by BACS upon receipt of valid invoice.</p> <p>██████████</p>
<p>(5.2) Invoicing and Payment</p> <p>Part 1 Payment schedule Total contract value including optional extension is £79,410.00 inclusive of VAT.</p> <p>Part 2 In order to be valid for payment invoices raised by the Supplier must:</p> <ol style="list-style-type: none"> 1. Contain the following information as a minimum: 2. Name the Supplier; 3. Include the Purchase Order number; 4. The Supplier's bank details 5. The email address for financial correspondence; 6. Contain a brief description of Services provided. 7. In PDF format. 8. Be sent by post and addressed to: 9.

Health Education England
 T73 Payables F485
 Phoenix House, Topcliffe Lane
 Wakefield
 West Yorkshire, WF3 1WE;

And;

10. be emailed to: [REDACTED]

6. SUPPLEMENTAL AND/OR ADDITIONAL CLAUSES
(6.1) Supplemental requirements
Appendix A – Data Protection Protocol

BY SIGNING AND RETURNING THIS ORDER FORM THE SUPPLIER AGREES to enter a legally binding contract with the Customer to provide the Goods and/or Services. The Parties hereby acknowledge and agree that they have read the NHS Conditions of Contract for purchase of goods and Services and by signing below agree to be bound by the terms of this Contract.

For and on behalf of the Supplier:

Name and Title	[REDACTED]	, Finance Director
Supplier Signature:	[REDACTED]	

For and on behalf of the Customer:

Name and Title	[REDACTED]	, Deputy Director, Global Health Partnerships
Customer Signature:	[REDACTED]	

Appendix A – Data Protection Protocol

Table A – Processing, Personal Data and Data Subjects

Subject matter of the Processing	The production of a Learning Outcomes Framework. No specific identifiable personal data being generated or publicized other than contact details of members of the group assisting development
Duration of the Processing	No processes required other than contact details of members of the group assisting development i.e. NHS and wider stakeholder email address, titles etc.
Nature and purposes of the Processing	No processes required other than contact details of members of the group assisting development i.e. NHS and wider stakeholder email address, titles etc.
Type of Personal Data	No processes required other than contact details of members of the group assisting development i.e. NHS and wider stakeholder email address, titles etc.
Categories of Data Subject	No processes required other than contact details of members of the group assisting development i.e. NHS and wider stakeholder email address, titles etc.

<p>Plan for return and destruction of the data once the Processing is complete UNLESS requirement under union or member state law to preserve that type of data data</p>	<p><i>Supply statement of commitment</i></p> <p><i>We will not retain personal data for longer than is necessary. What is “necessary” will depend on the circumstances of each case, taking into account the reasons that the personal data was obtained, but should be determined in a manner consistent with our data retention guidelines.</i></p> <ul style="list-style-type: none"> • <i>Data retention schedules will be maintained showing the minimum and maximum periods of retention for each data set.</i> • <i>We are committed to ensuring compliance with the European Union General Data Protection Regulation (GDPR) and the UK Data Protection Act (DPA) 2018 and any other data protection legislation or regulation relevant to our business operations.</i> • <i>In complying with the above-mentioned legislation and regulation, the organisation makes commitments to implement policies and processes related to that compliance, and to make staff and relevant third parties aware of their responsibilities when handling personal data.</i>
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Definitions

The definitions and interpretative provisions at Schedule 4 (Definitions and Interpretations) of the Contract shall also apply to this Protocol. Additionally, in this Protocol the following words shall have the following meanings unless the context requires otherwise:

<p>“Data Loss Event”</p>	<p>means any event that results, or may result, in unauthorised access to Personal Data held by the Supplier under this Contract, and/or actual or potential loss and/or destruction of Personal Data in breach of this Contract, including any Personal Data Breach;</p>
<p>“Data Protection Impact Assessment”</p>	<p>means an assessment by the Controller of the impact of the envisaged Processing on the protection of Personal Data;</p>
<p>“Data Protection Officer” and “Data Subject”</p>	<p>shall have the same meanings as set out in the GDPR;</p>
<p>“Data Subject Access Request”</p>	<p>means a request made by, or on behalf of, a Data Subject in accordance with rights</p>

	granted pursuant to the Data Protection Legislation to access their Personal Data.
“Personal Data Breach”	shall have the same meaning as set out in the GDPR;
“Protective Measures”	means appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of such measures adopted by it;
“Protocol” or “Data Protection Protocol”	means this Data Protection Protocol;
“Sub-processor”	means any third party appointed to Process Personal Data on behalf of the Supplier related to this Contract.

DATA PROTECTION

The Parties acknowledge that for the purposes of the Data Protection Legislation, the Authority is the Controller and the Supplier is the Processor. The only Processing that the Supplier is authorised to do is listed in Table A of this Protocol by the Authority and may not be determined by the Supplier.

The Supplier shall notify the Authority immediately if it considers that any of the Authority's instructions infringe the Data Protection Legislation.

The Supplier shall provide all reasonable assistance to the Authority in the preparation of any Data Protection Impact Assessment prior to commencing any Processing. Such assistance may, at the discretion of the Authority, include:

- 1.3.1 a systematic description of the envisaged Processing operations and the purpose of the Processing;
- 1.3.2 an assessment of the necessity and proportionality of the Processing operations in relation to the Services;
- 1.3.3 an assessment of the risks to the rights and freedoms of Data Subjects; and
- 1.3.4 the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.

The Supplier shall, in relation to any Personal Data Processed in connection with its obligations under this Contract:

- 1.4.1 process that Personal Data only in accordance with Table A of this Protocol, unless the Supplier is required to do otherwise by **Law**. **If it is so required the Supplier** shall promptly notify the Authority before Processing the Personal Data unless prohibited by Law;
- 1.4.2 ensure that it has in place Protective Measures, which have been reviewed and approved by the Authority as appropriate to protect against a Data Loss Event having taken account of the:
 - nature of the data to be protected;
 - harm that might result from a Data Loss Event;
 - state of technological development; and
 - cost of implementing any measures;
- 1.4.3 ensure that :
 - the Supplier Personnel do not Process Personal Data except in accordance with this Contract (and in particular Table A of this Protocol);
 - it takes all reasonable steps to ensure the reliability and integrity of any Supplier Personnel who have access to the Personal Data and ensure that they:

are aware of and comply with the Supplier's duties under this Protocol;

are subject to appropriate confidentiality undertakings with the Supplier or any Sub-processor;

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 Authority or as otherwise permitted by this Contract; and

have undergone adequate training in the use, care, protection and handling of Personal Data;

1.4.4 not transfer Personal Data outside of the EU unless the prior written consent of the Authority has been obtained and the following conditions are fulfilled:

the Authority or the Supplier has provided appropriate safeguards in relation to the transfer (whether in accordance with Article 46 of the GDPR or Article 37 of the Law Enforcement Directive (Directive (EU) 2016/680)) as determined by the Authority;

the Data Subject has enforceable rights and effective legal remedies;

the Supplier 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 Authority in meeting its obligations); and

the Supplier complies with any reasonable instructions notified to it in advance by the Authority with respect to the Processing of the Personal Data;

1.4.5 at the written direction of the Authority, delete or return Personal Data (and any copies of it) to the Authority on termination or expiry of the Contract unless the Supplier is required by Law to retain the Personal Data.

Subject to Clause 1.6 of this Protocol, the Supplier shall notify the Authority immediately if it:

1.5.1 receives a Data Subject Access Request (or purported Data Subject Access Request);

1.5.2 receives a request to rectify, block or erase any Personal Data;

1.5.3 receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;

1.5.4 receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data Processed under this Contract;

1.5.5 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

1.5.6 becomes aware of a Data Loss Event.

The Supplier's obligation to notify under Clause 1.5 of this Protocol shall include the provision of further information to the Authority in phases, as details become available.

Taking into account the nature of the Processing, the Supplier shall provide the Authority with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under Clause 1.5 of this Protocol (and insofar as possible within the timescales reasonably required by the Authority) including by promptly providing:

- 1.7.1 the Authority with full details and copies of the complaint, communication or request;
- 1.7.2 such assistance as is reasonably requested by the Authority to enable the Authority to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
- 1.7.3 the Authority, at its request, with any Personal Data it holds in relation to a Data Subject;
- 1.7.4 assistance as requested by the Authority following any Data Loss Event;
- 1.7.5 assistance as requested by the Authority with respect to any request from the Information Commissioner's Office, or any consultation by the Authority with the Information Commissioner's Office.

The Supplier shall maintain complete and accurate records and information to demonstrate its compliance with this Protocol. This requirement does not apply where the Supplier employs fewer than 250 staff, unless:

- 1.8.1 the Authority determines that the Processing is not occasional;
- 1.8.2 the Authority determines the Processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; and
- 1.8.3 the Authority determines that the Processing is likely to result in a risk to the rights and freedoms of Data Subjects.

The Supplier shall allow for audits of its Processing activity by the Authority or the Authority's designated auditor.

The Supplier shall designate a Data Protection Officer if required by the Data Protection Legislation.

Before allowing any Sub-processor to Process any Personal Data related to this Contract, the Supplier must:

- 1.11.1 notify the Authority in writing of the intended Sub-processor and Processing;
- 1.11.2 obtain the written consent of the Authority;

- 1.11.3 enter into a written agreement with the Sub-processor which give effect to the terms set out in this Protocol such that they apply to the Sub-processor; and
- 1.11.4 provide the Authority with such information regarding the Sub-processor as the Authority may reasonably require.

The Supplier shall remain fully liable for all acts or omissions of any Sub-processor.

The Authority may, at any time on not less than 30 Business Days' notice, revise this Protocol 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 this Contract).

The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Authority may on not less than 30 Business Days' notice to the Supplier amend this Protocol to ensure that it complies with any guidance issued by the Information Commissioner's Office.

The Supplier shall comply with any further instructions with respect to Processing issued by the Authority by written notice. Any such further written instructions shall be deemed to be incorporated into Table A above from the date at which such notice is treated as having been received by the Supplier in accordance with Clause 27.2 of Schedule 2 of the Contract.

Subject to Clauses 0, 0, and 0 of this Protocol, any change or other variation to this Protocol shall only be binding once it has been agreed in writing and signed by an authorised representative of both Parties.