

## **DPS Schedule 6 (Order Form Template and Order Schedules)**

### **Order Form**

ORDER REFERENCE: **C118488**

THE BUYER: **NHS England**

BUYER ADDRESS **Quarry House, Quarry Hill, LS2 7UE**

THE SUPPLIER: **Picker Institute Europe**

SUPPLIER ADDRESS: **Suite 6, Fountain House, John Smith Drive, Oxford, OX24 2JY**

REGISTRATION NUMBER: **03908160**

DUNS NUMBER: **239178721**

DPS SUPPLIER REGISTRATION SERVICE ID:

#### **APPLICABLE DPS CONTRACT**

This Order Form is for the provision of the Deliverables and dated as e-signed  
It's issued under the DPS Contract with the reference number RM6126 DPS Contract  
Reference number for the provision of Survey Services

DPS FILTER CATEGORY(IES):  
Employee / staff engagement and satisfaction research

## ORDER INCORPORATED TERMS

The following documents are incorporated into this Order Contract. Where numbers are missing we are not using those schedules. If the documents conflict, the following order of precedence applies:

1. This Order Form including the Order Special Terms and Order Special Schedules.
2. Joint Schedule 1(Definitions and Interpretation) **DPS RM6126**
3. **DPS RM6126** Special Terms
4. The following Schedules in equal order of precedence:
  - Joint Schedules for **RM6126 Research & Insights DPS**
    - Joint Schedule 2 (Variation Form)
    - Joint Schedule 3 (Insurance Requirements)
    - Joint Schedule 4 (Commercially Sensitive Information)
    - Joint Schedule 6 (Key Subcontractors)
    - Joint Schedule 10 (Rectification Plan)
    - Joint Schedule 11 (Processing Data)
  - Order Schedules for **RM6126 Research & Insights DPS**
    - Order Schedule 3 (Continuous Improvement)
    - Order Schedule 7 (Key Supplier Staff)
    - Order Schedule 8 (Business Continuity and Disaster Recovery)
    - Order Schedule 9 (Security) Part B will apply
    - Order Schedule 10 (Exit Management) (amended schedule and included in documents section within the tender portal)
    - Order Schedule 15 (Order Contract Management)
    - Order Schedule 16 (Benchmarking)
    - Order Schedule 20 (Order Specification)
5. CCS Core Terms (DPS version) v1.0.3
6. Joint Schedule 5 (Corporate Social Responsibility) **RM6126 Research & Insights DPS**
7. Order Schedule 4 (Order Tender) as long as any parts of the Order Tender that offer a better commercial position for the Buyer (as decided by the Buyer) take precedence over the documents above.

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

#### ORDER SPECIAL TERMS

The following Special Terms are incorporated into this Order Contract:

The Supplier and NHS England will discuss intended publication of communications in relation to this contract prior to release.

ORDER START DATE: **1<sup>st</sup> April 2023**

ORDER EXPIRY DATE: **31<sup>st</sup> March 2026**

ORDER INITIAL PERIOD: **36 months with option to extend up to 12 months.**

#### DELIVERABLES

Option B: See details in Order Schedule 4 (Order Tender) and Order Schedule 20 (Order Specification) appended at Annex A and Annex B.

#### MAXIMUM LIABILITY

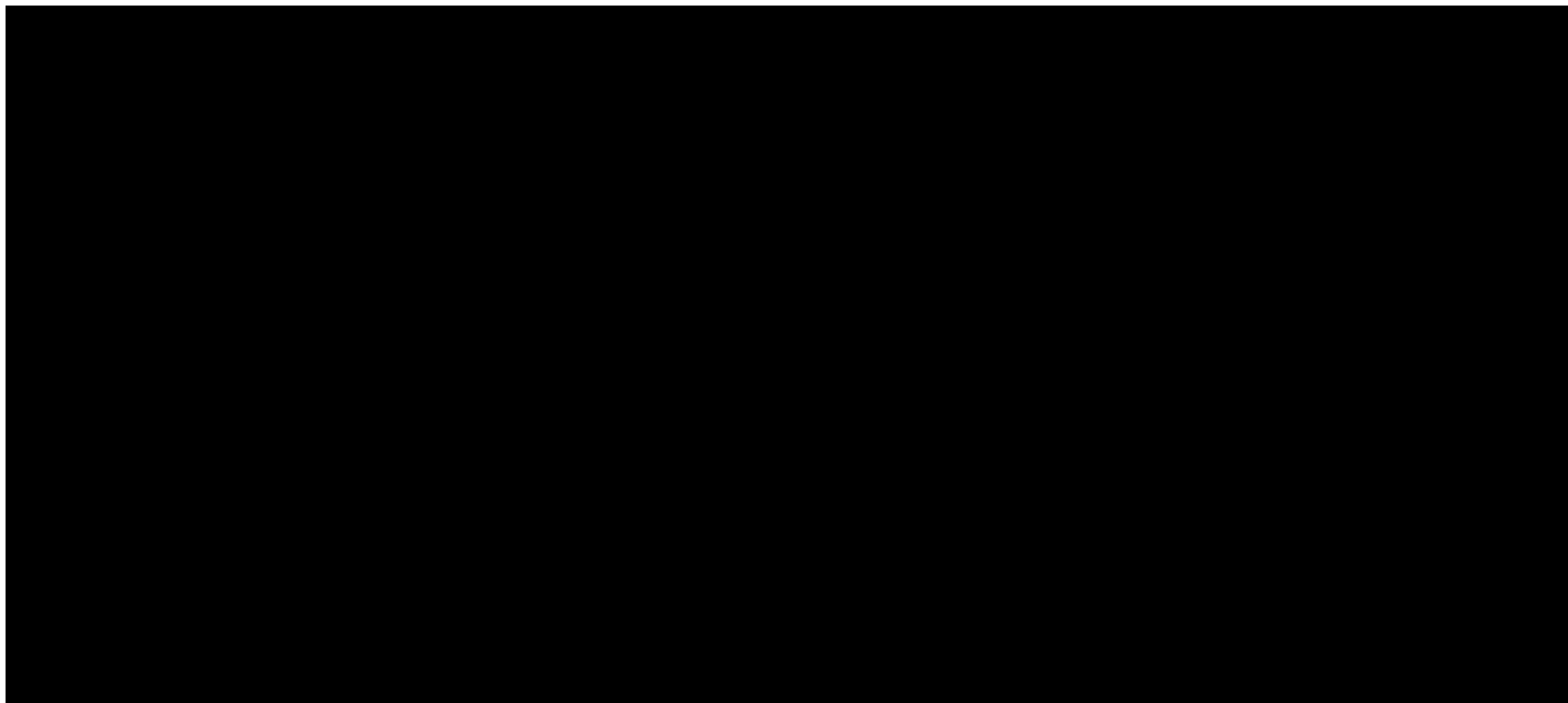
The limitation of liability for this Order Contract is stated in Clause 11.2 of the Core Terms.

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is **£500,000.**

#### ORDER CHARGES

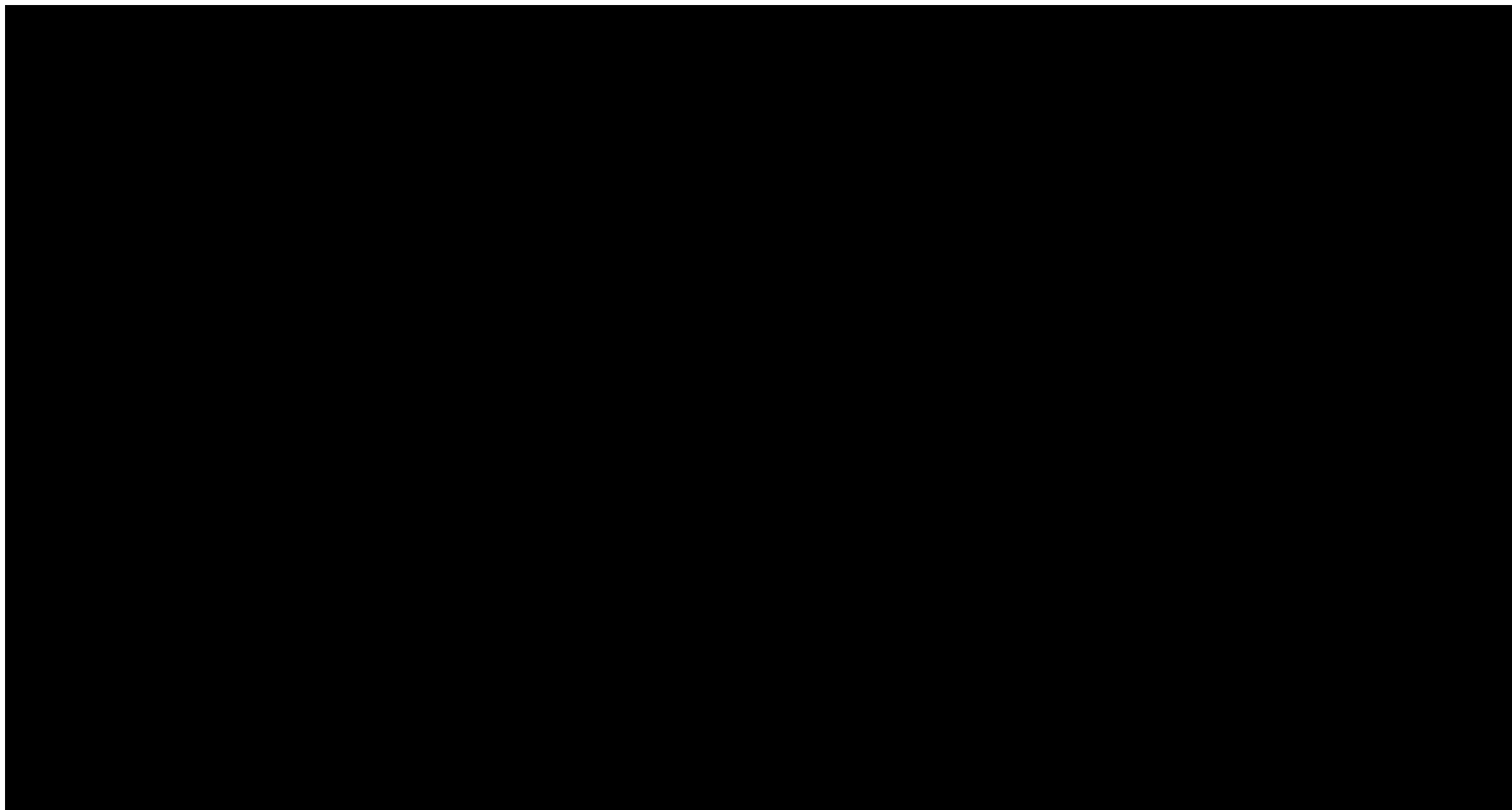


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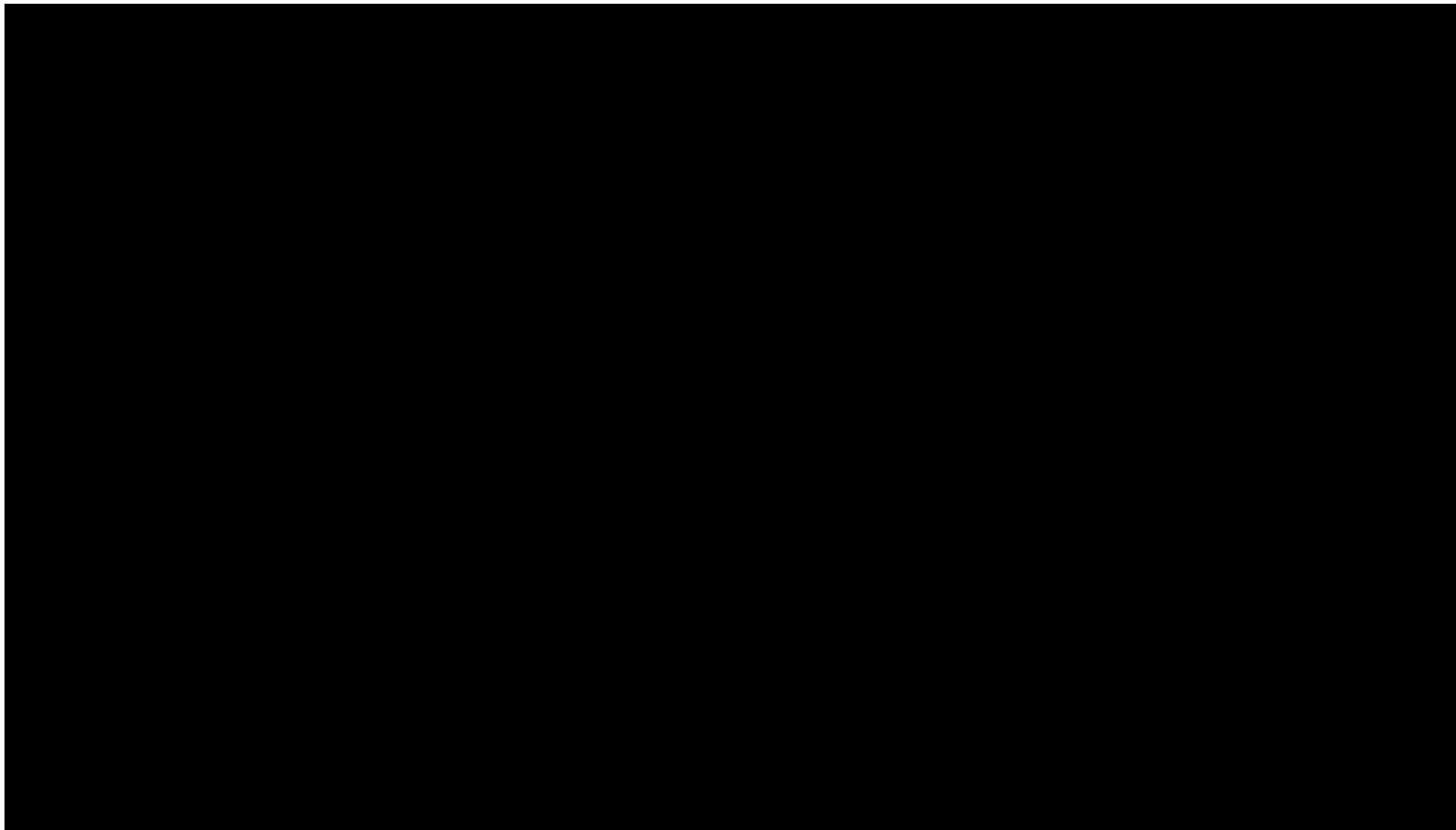


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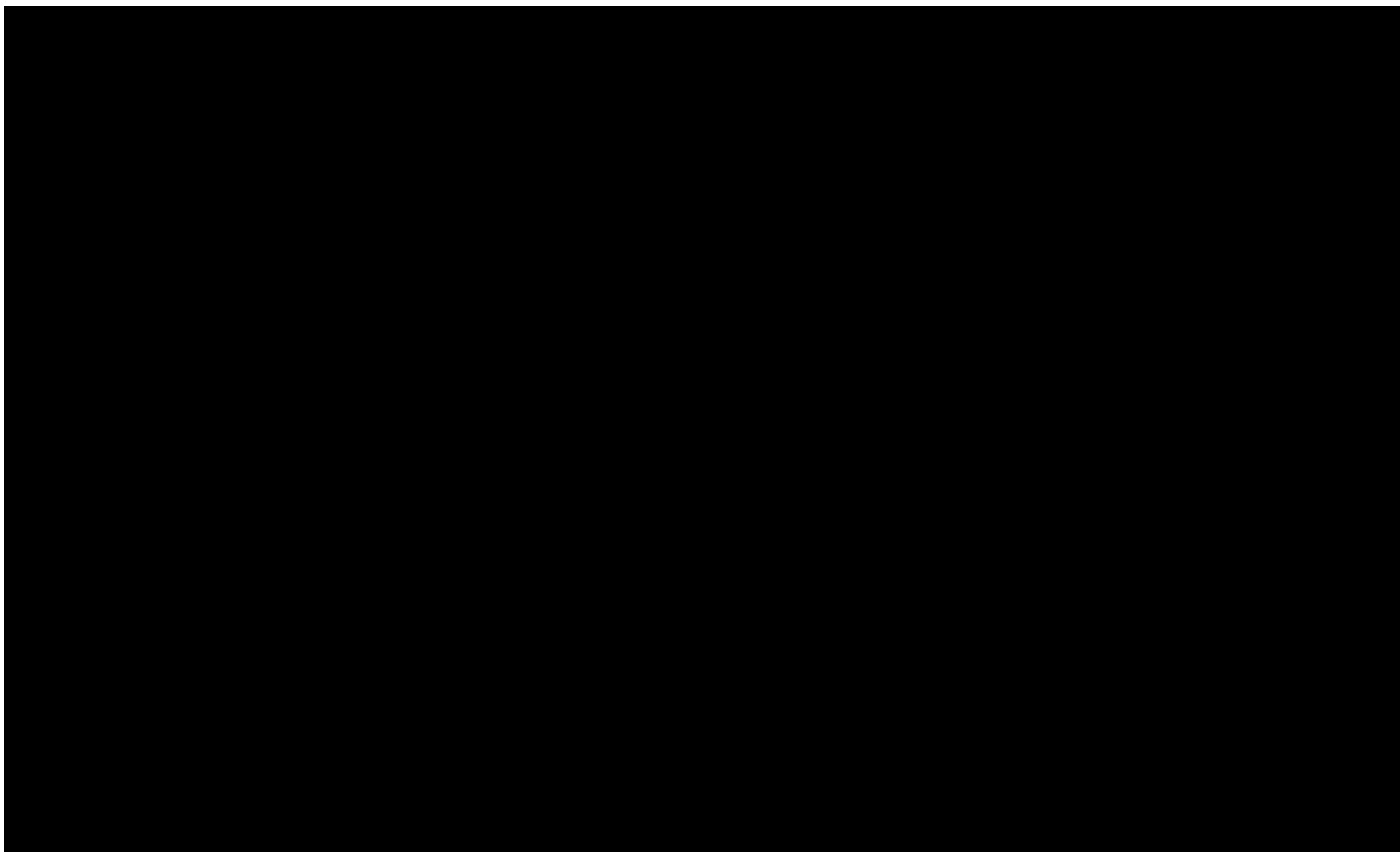


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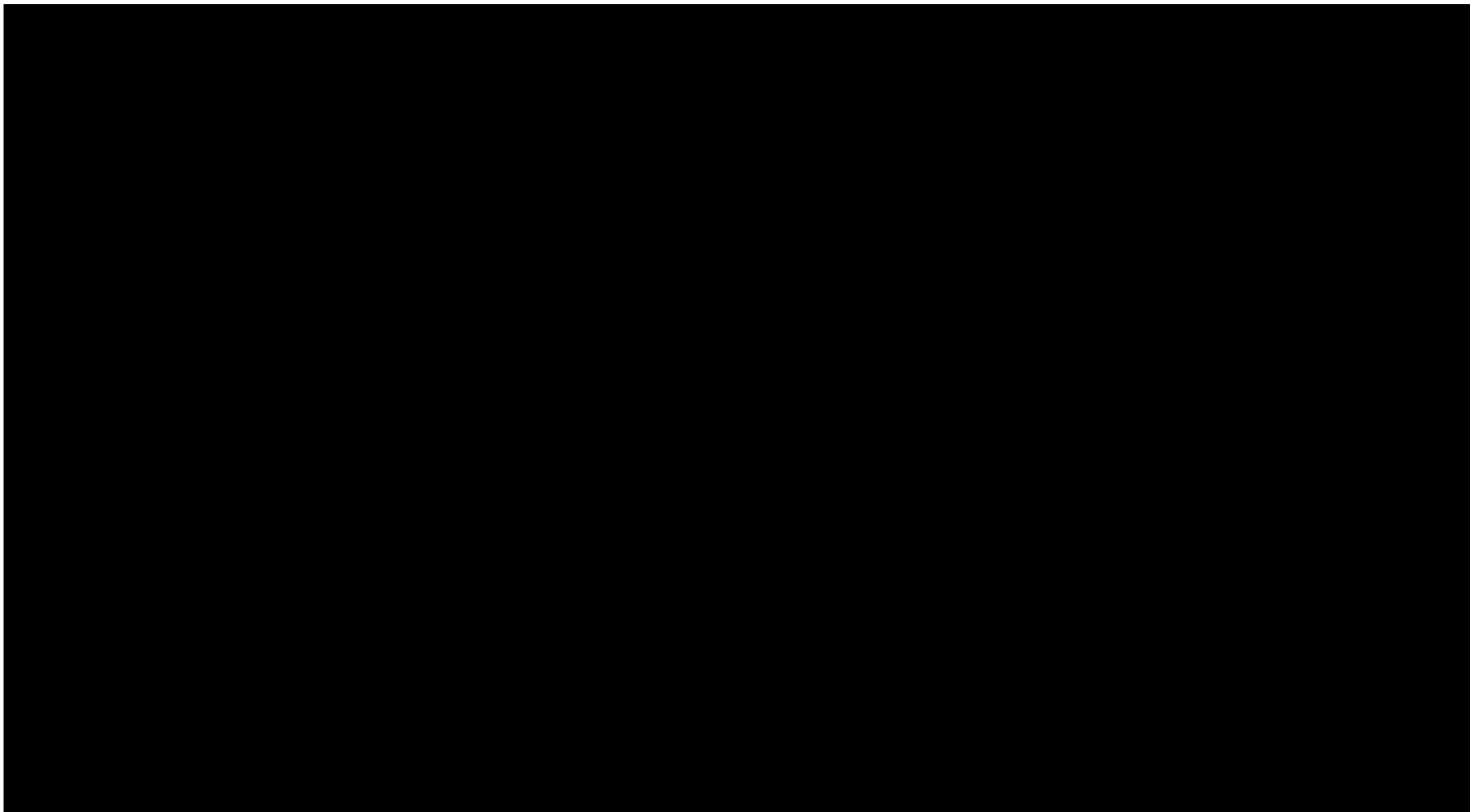
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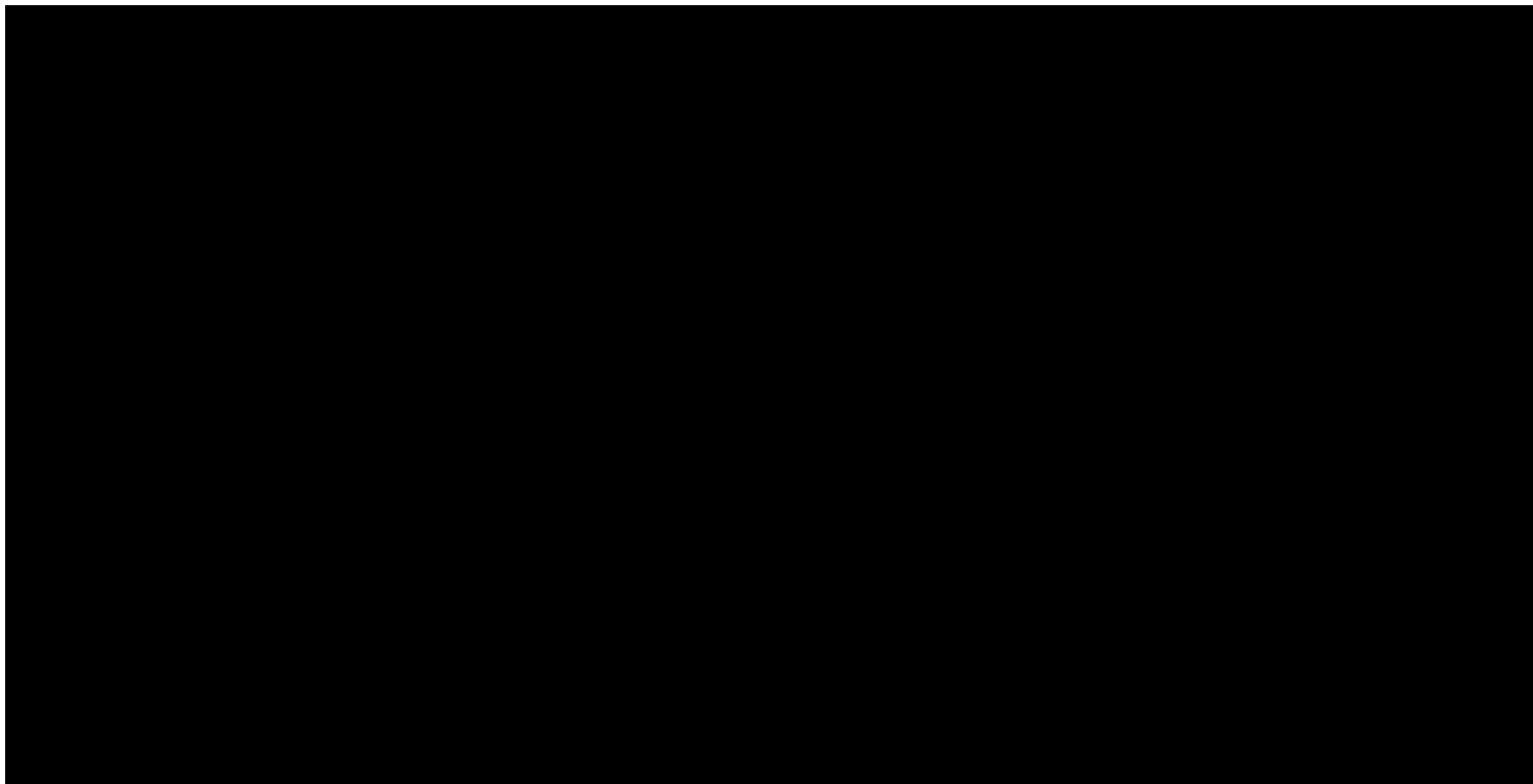


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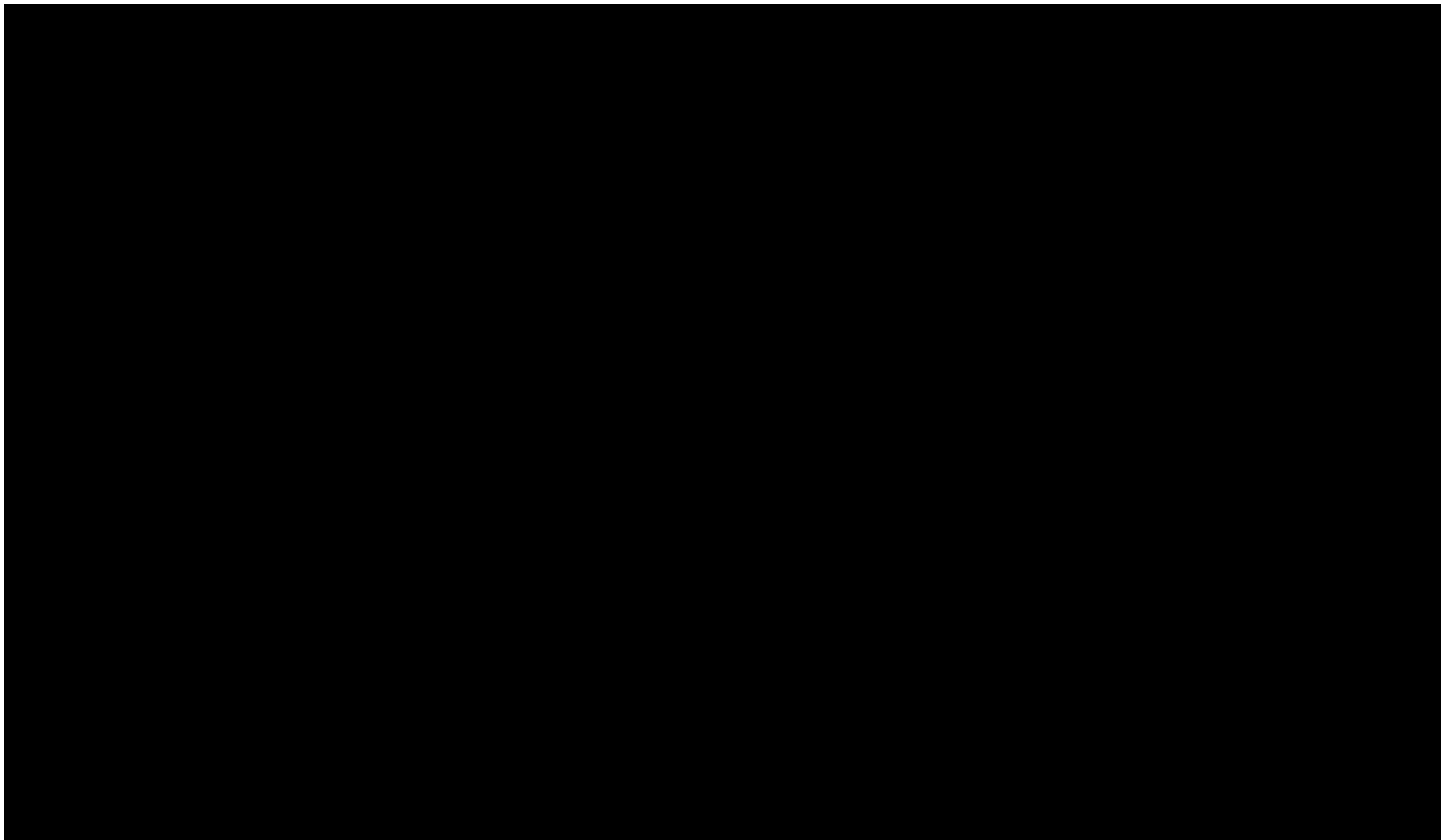


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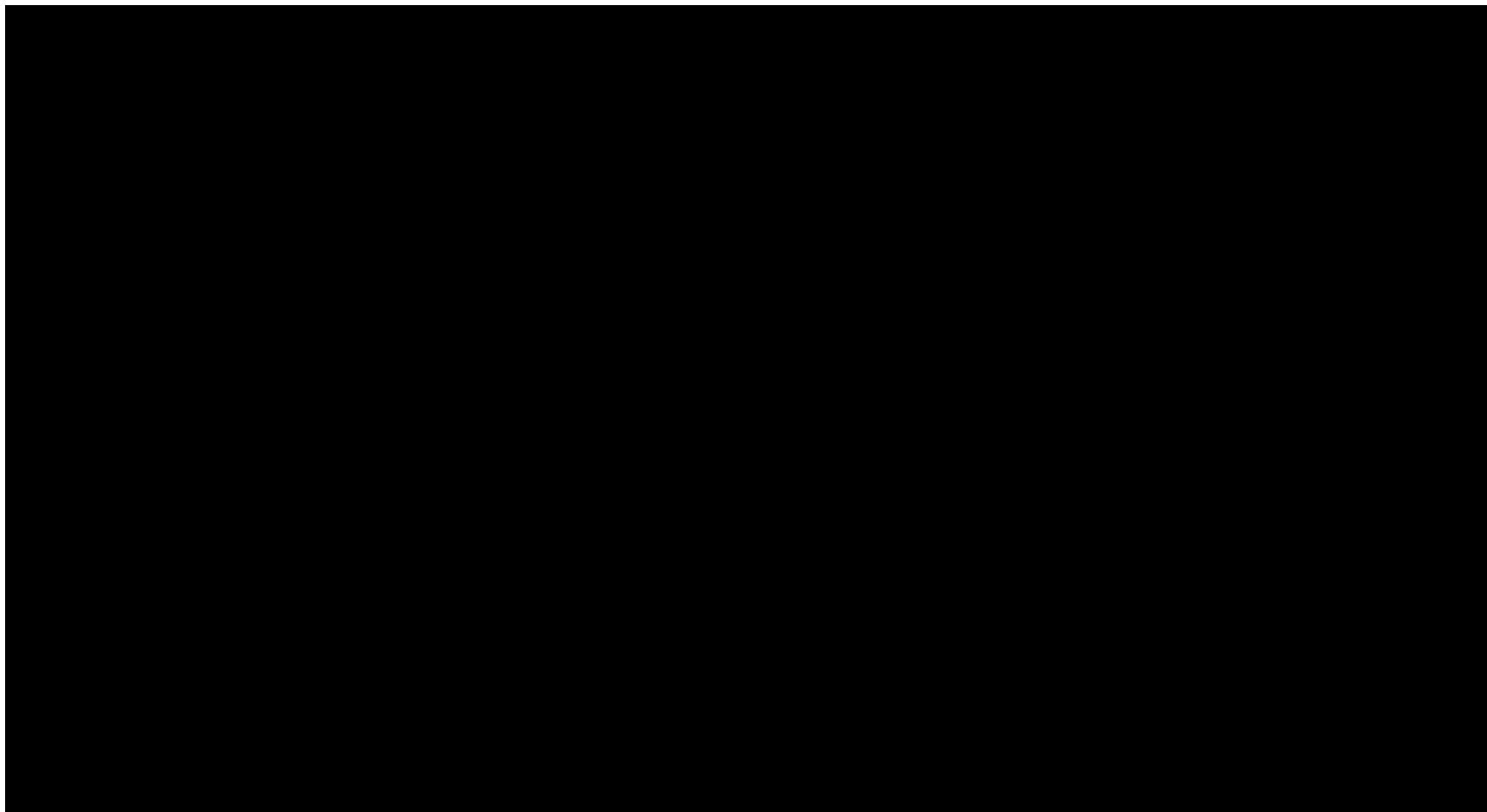


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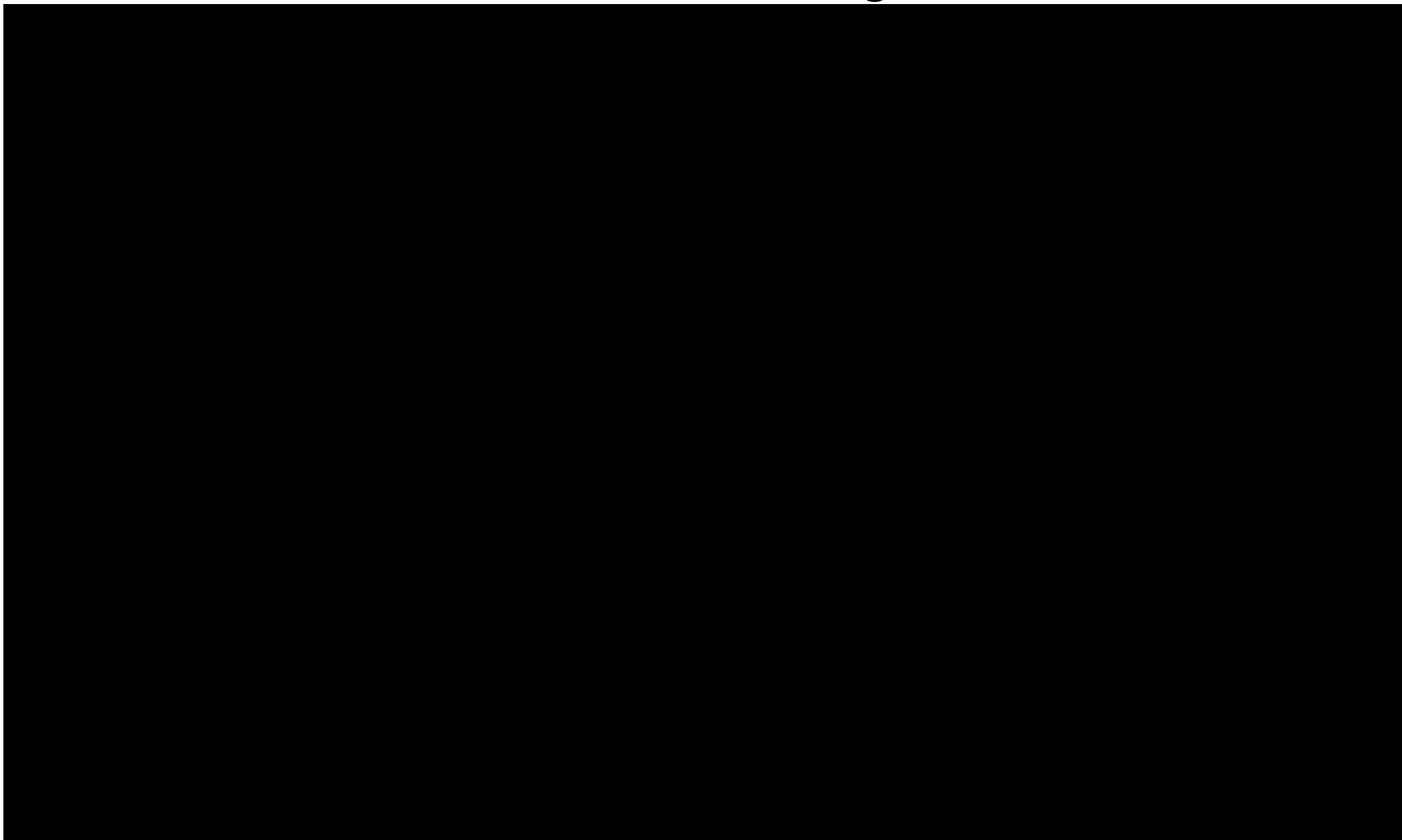


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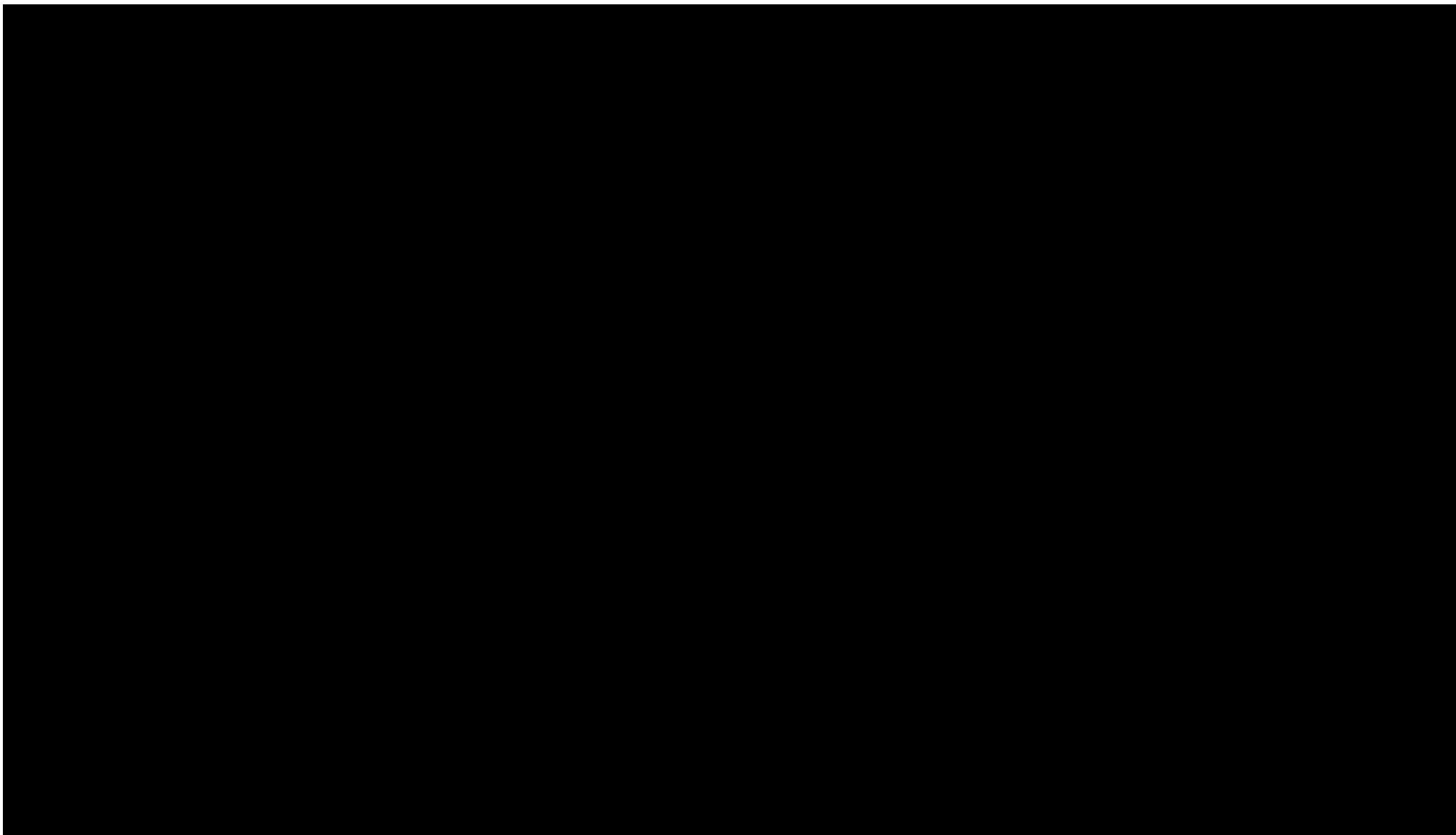


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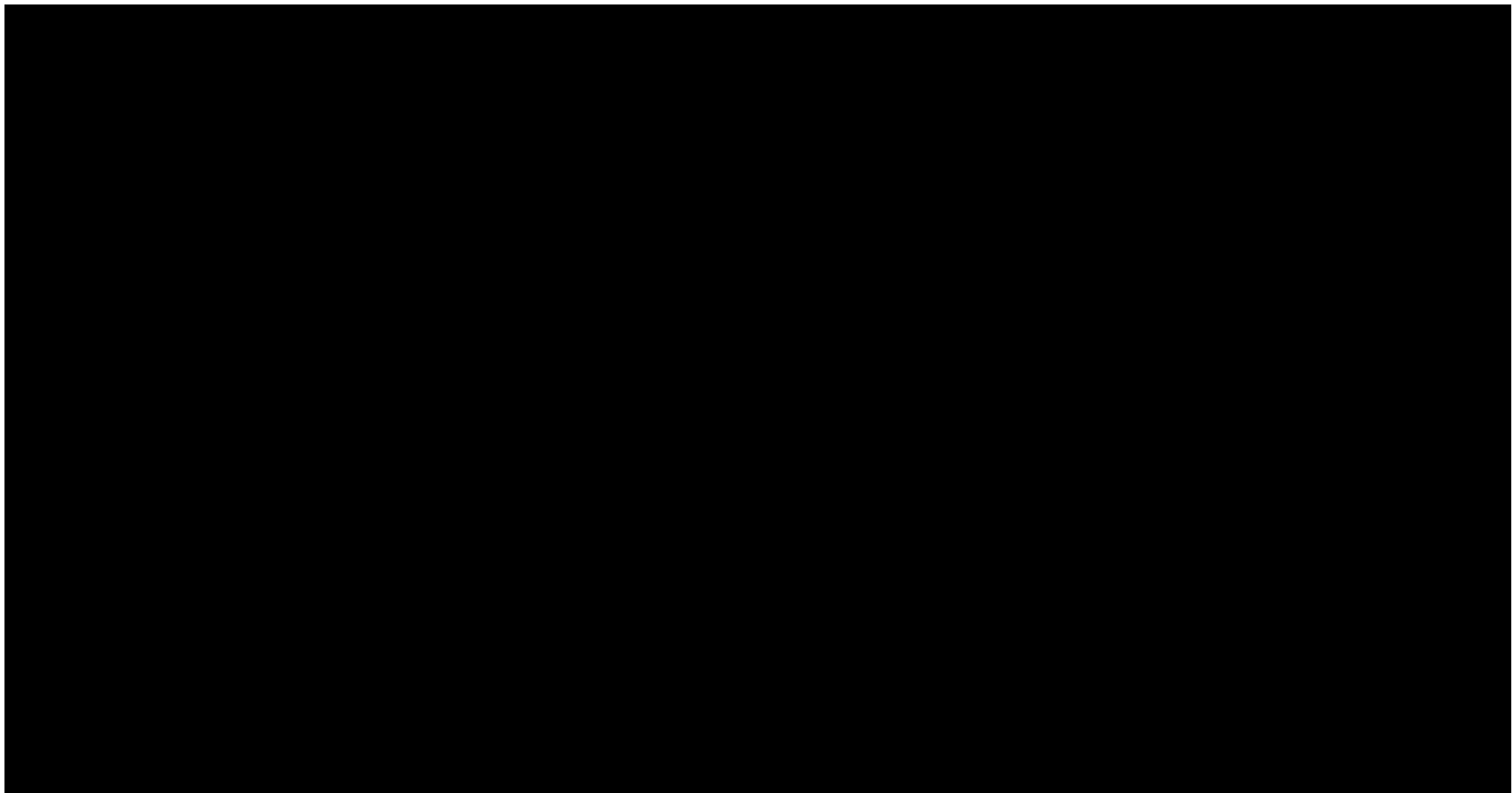


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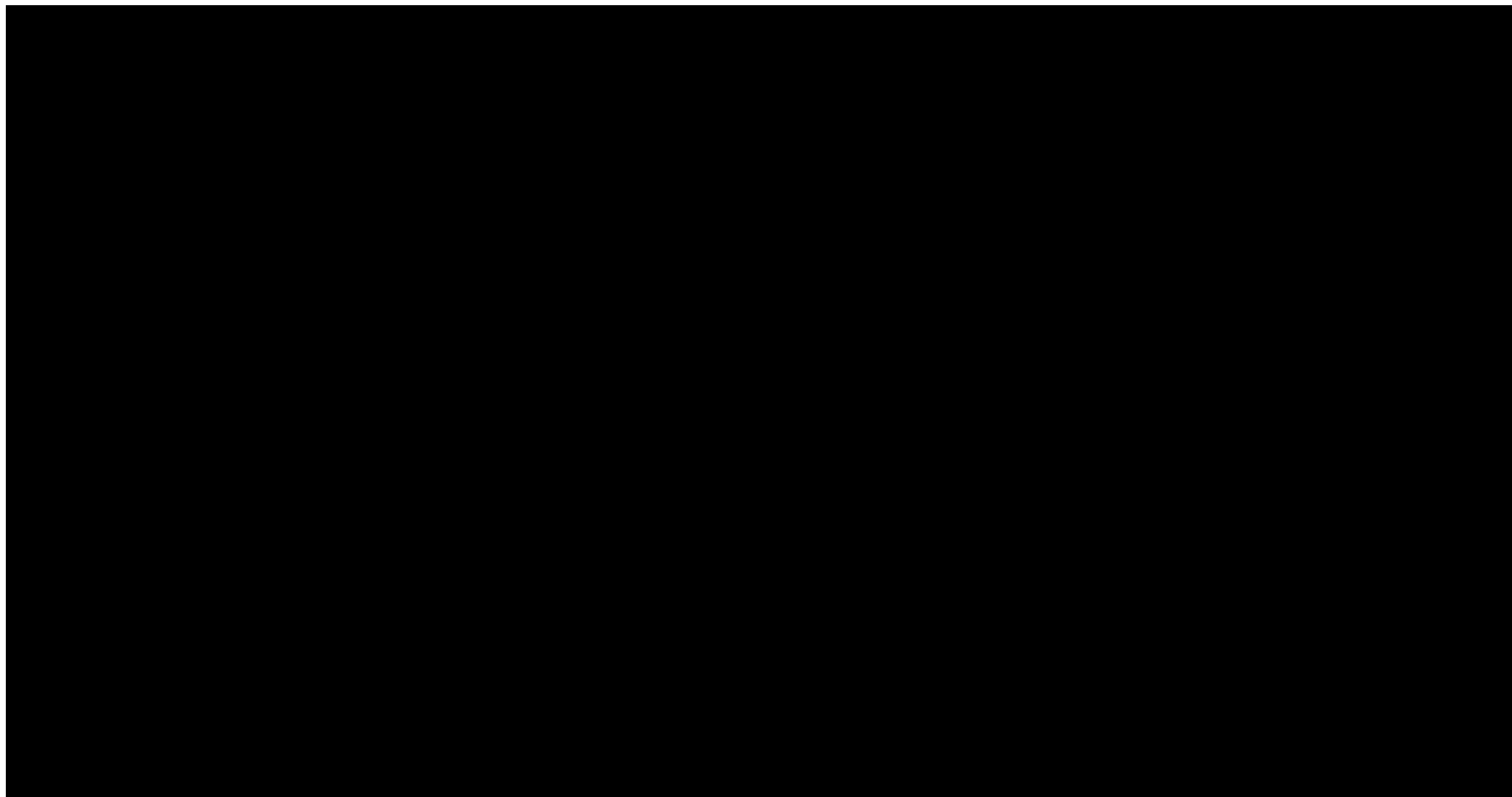


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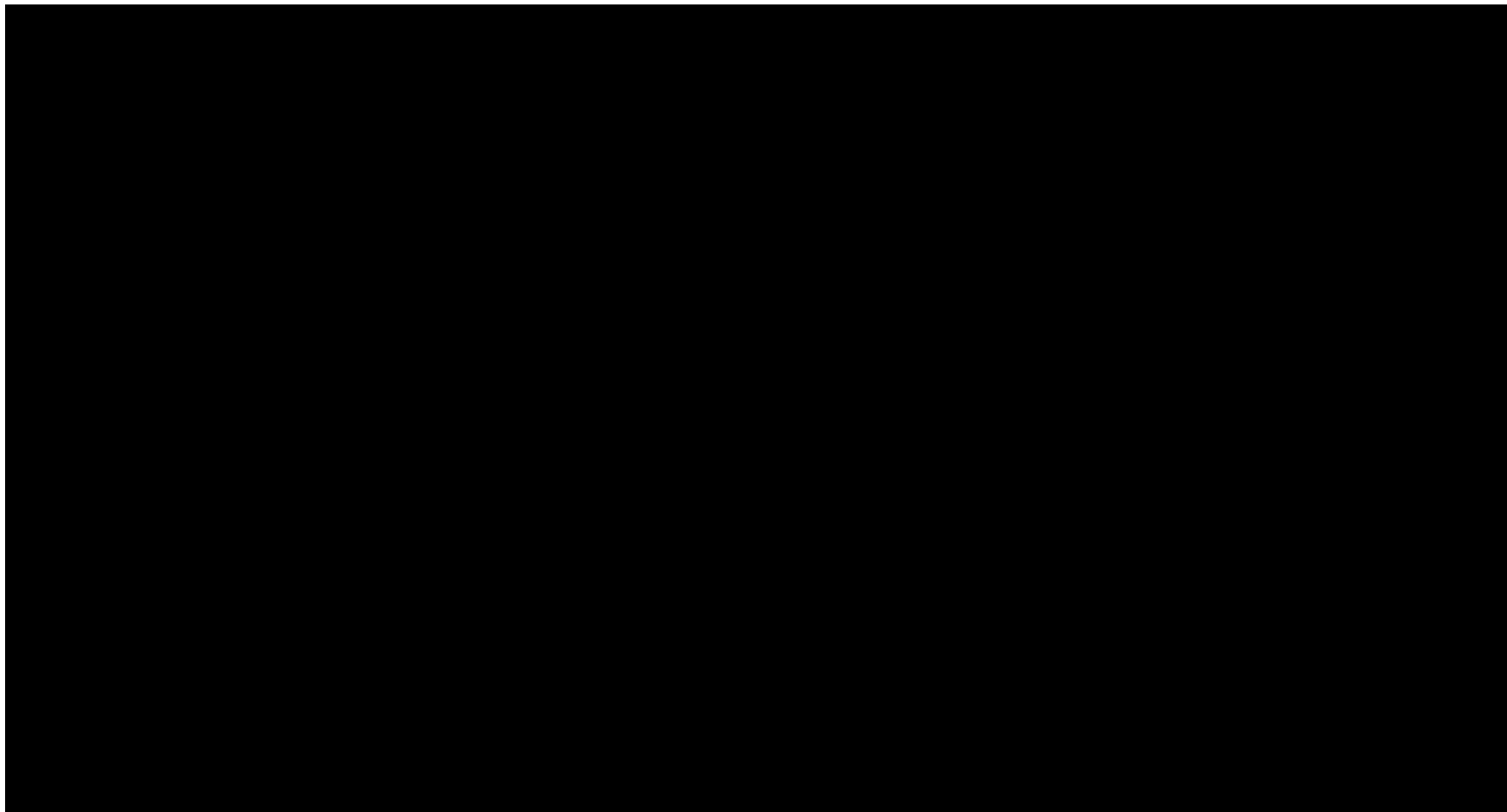
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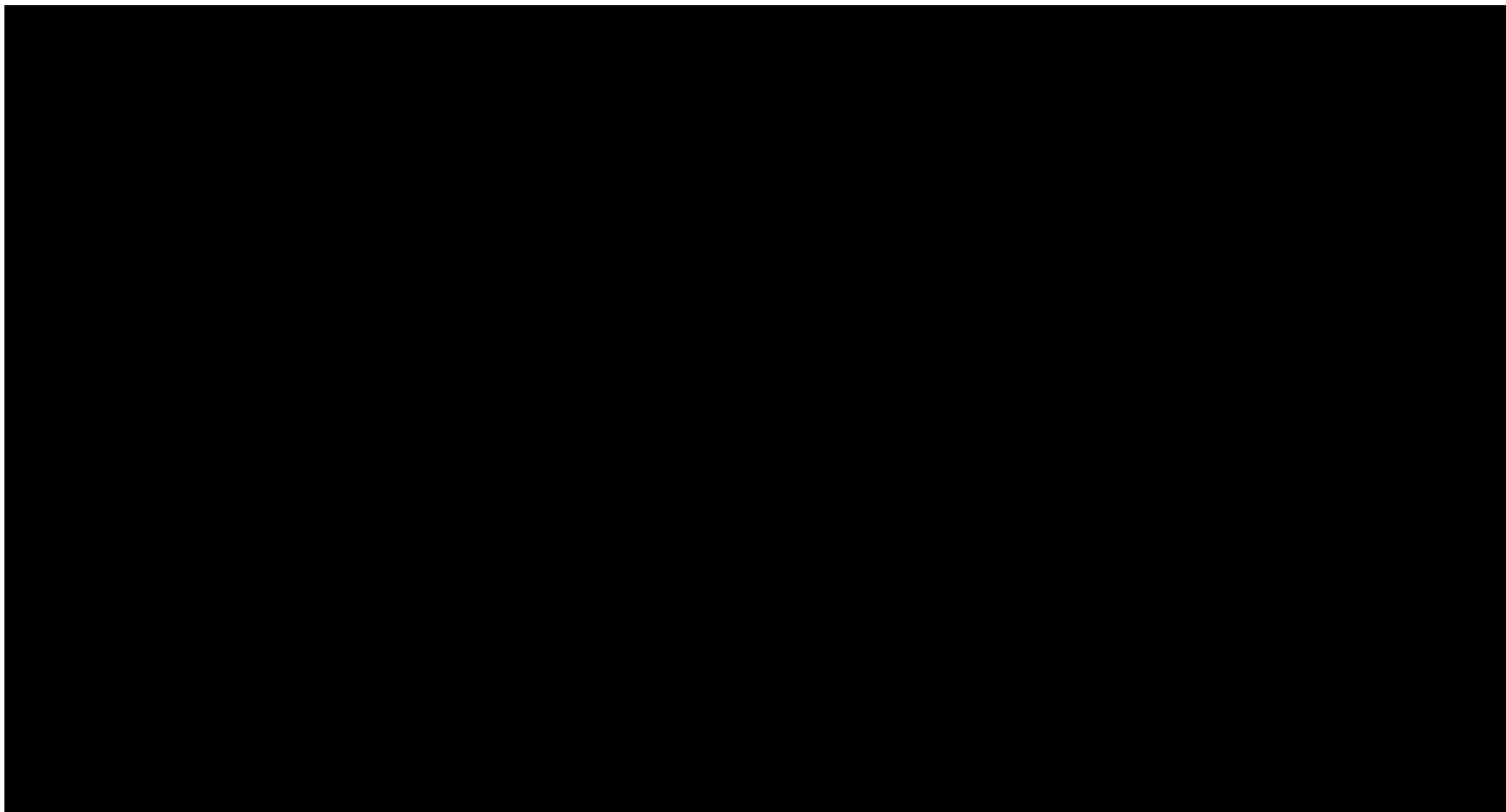


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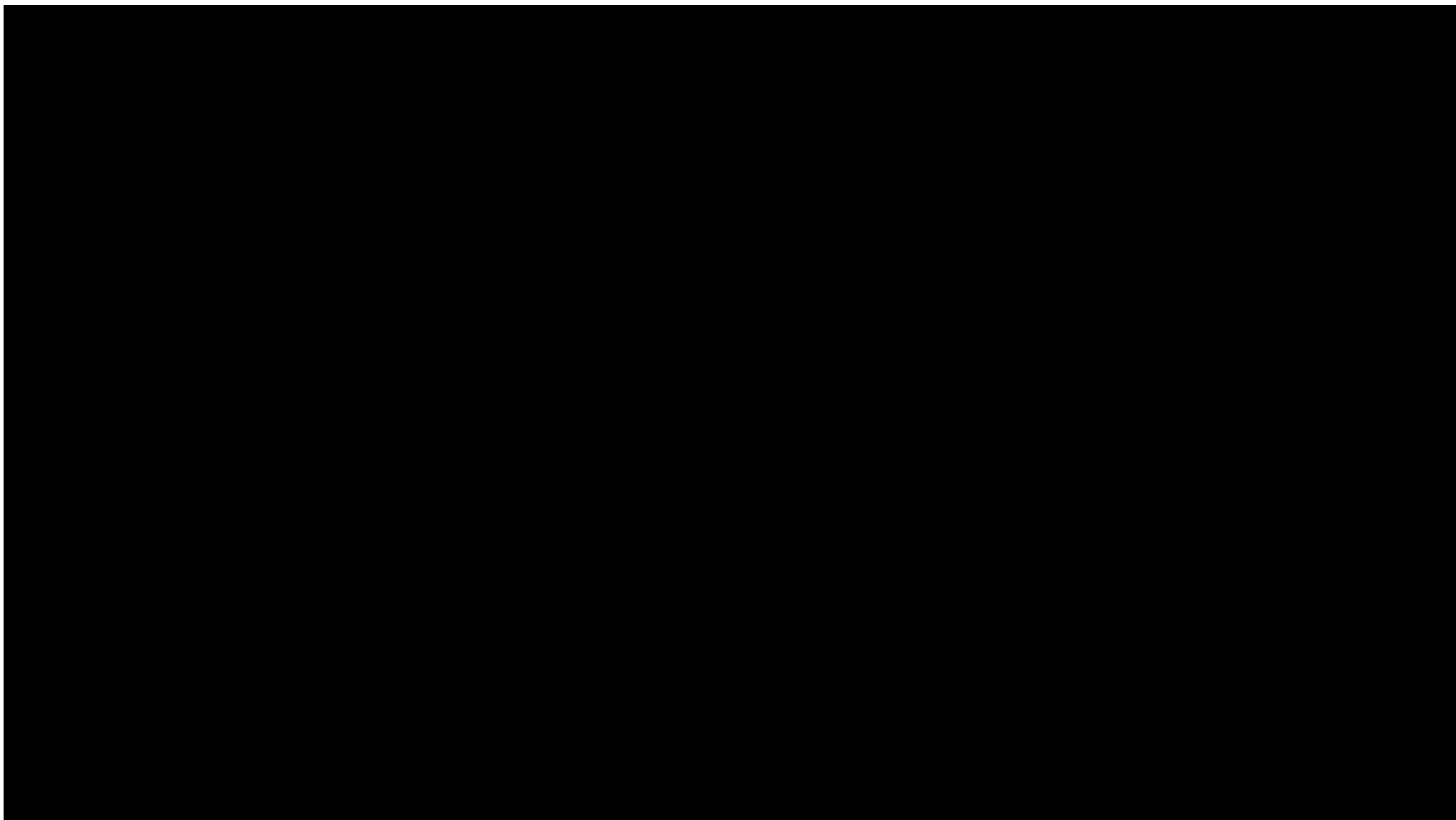


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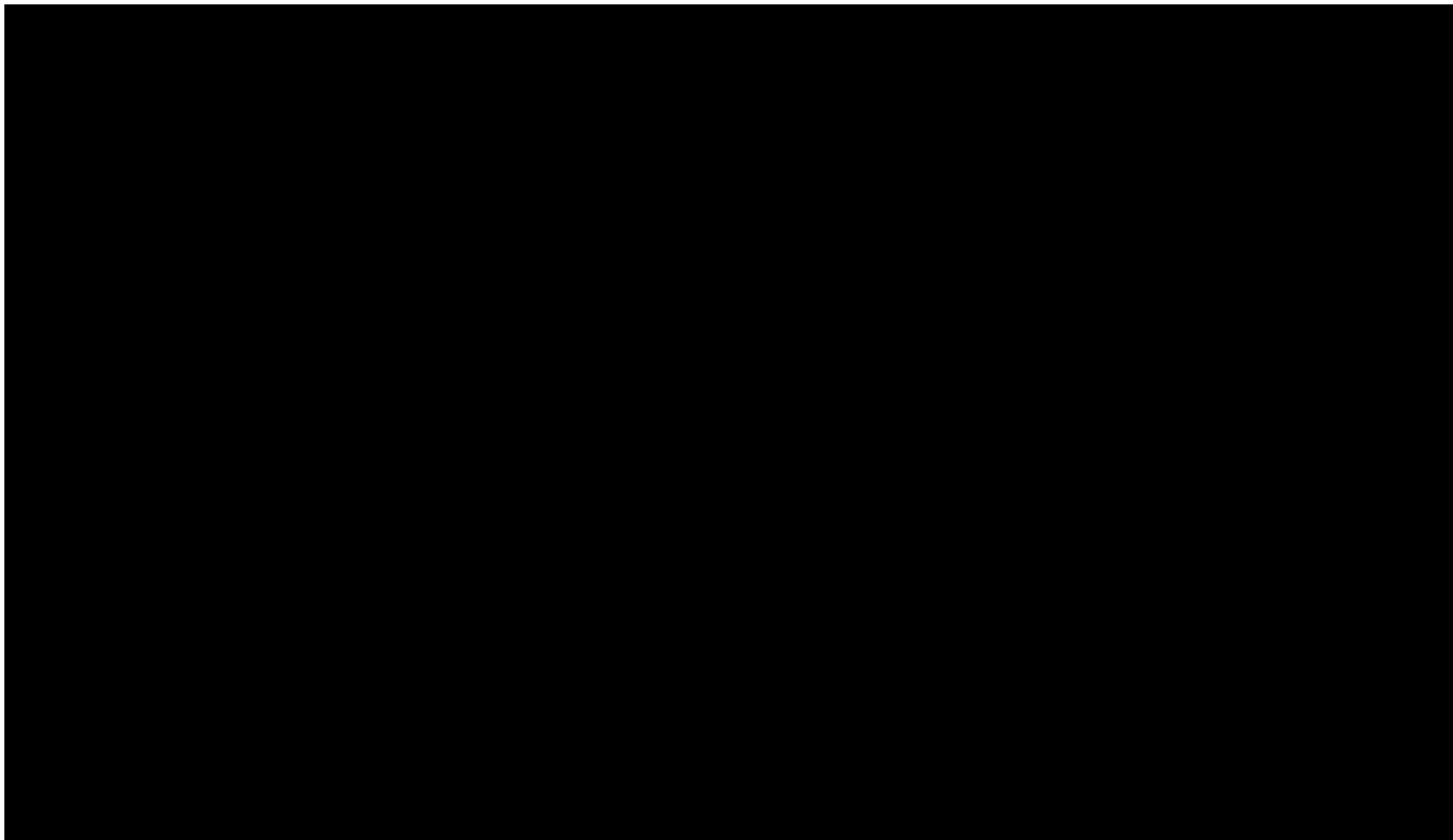


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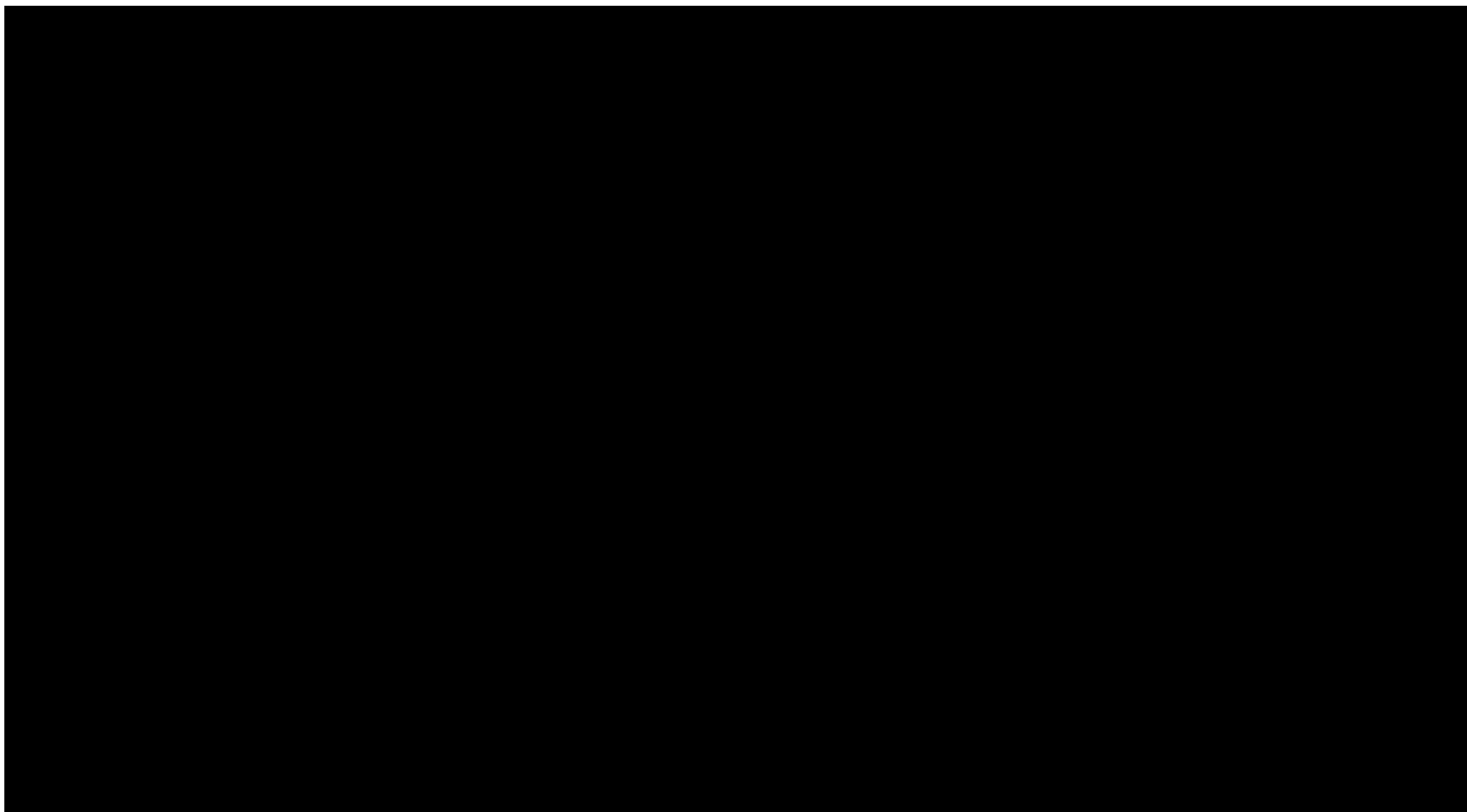


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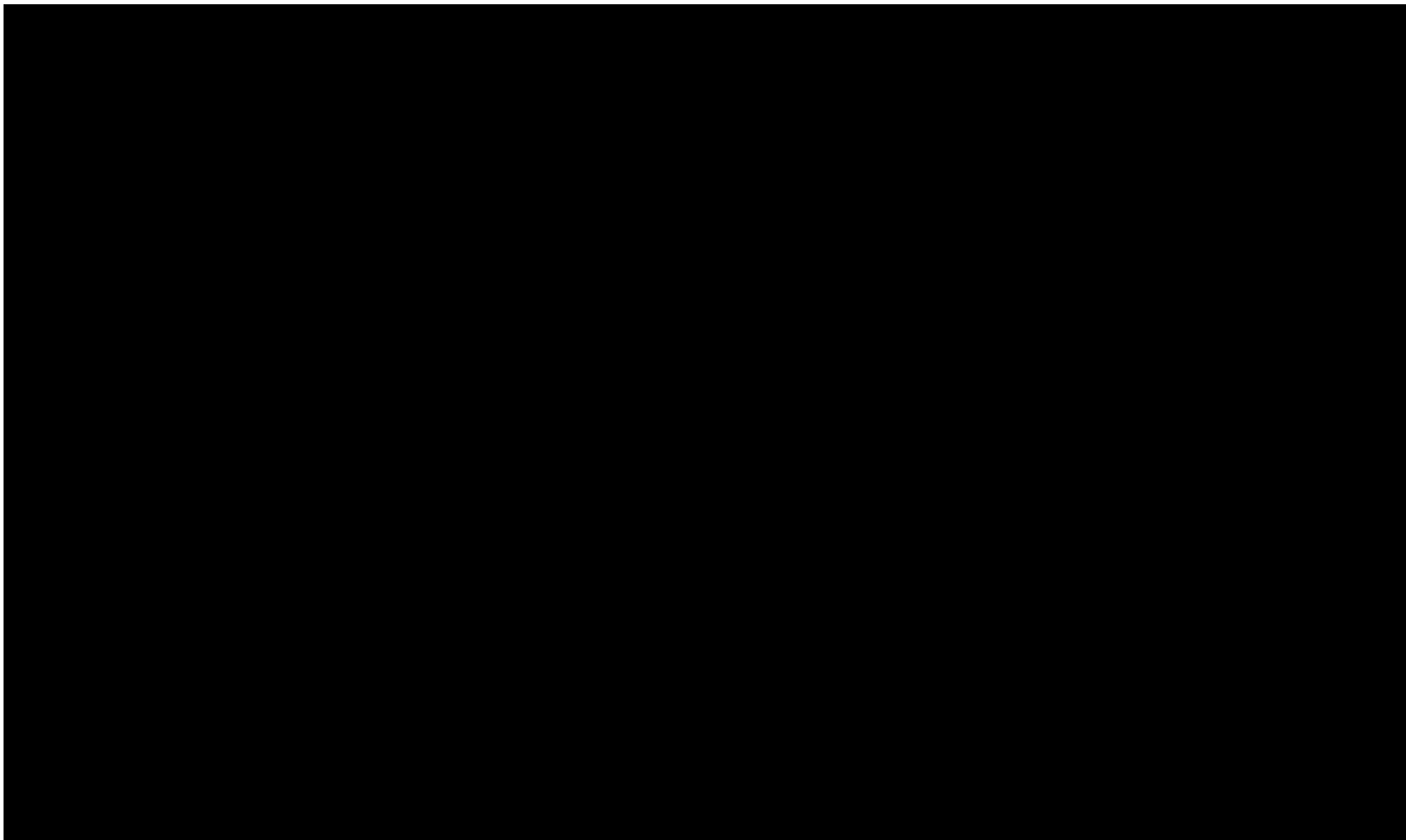


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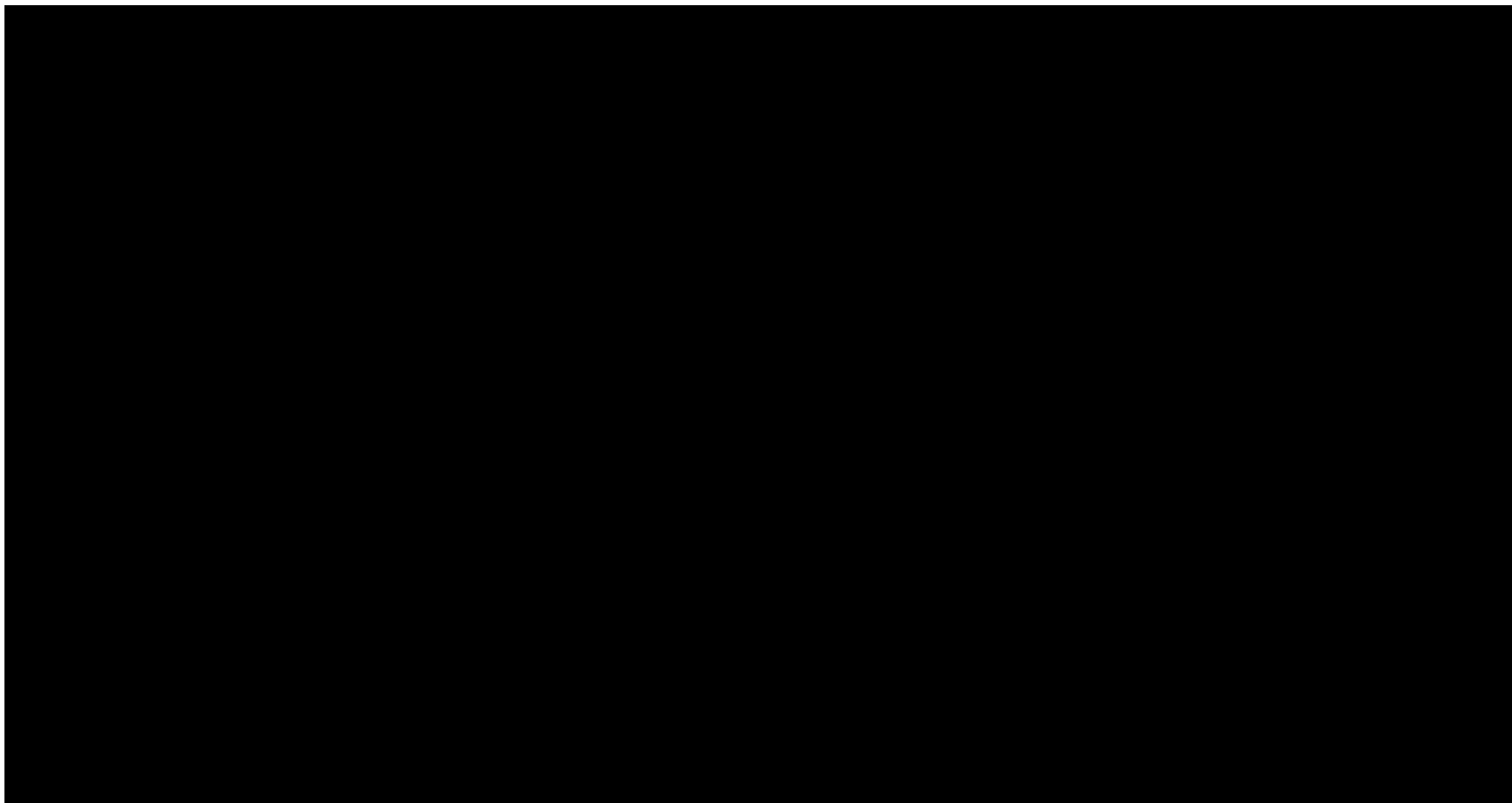


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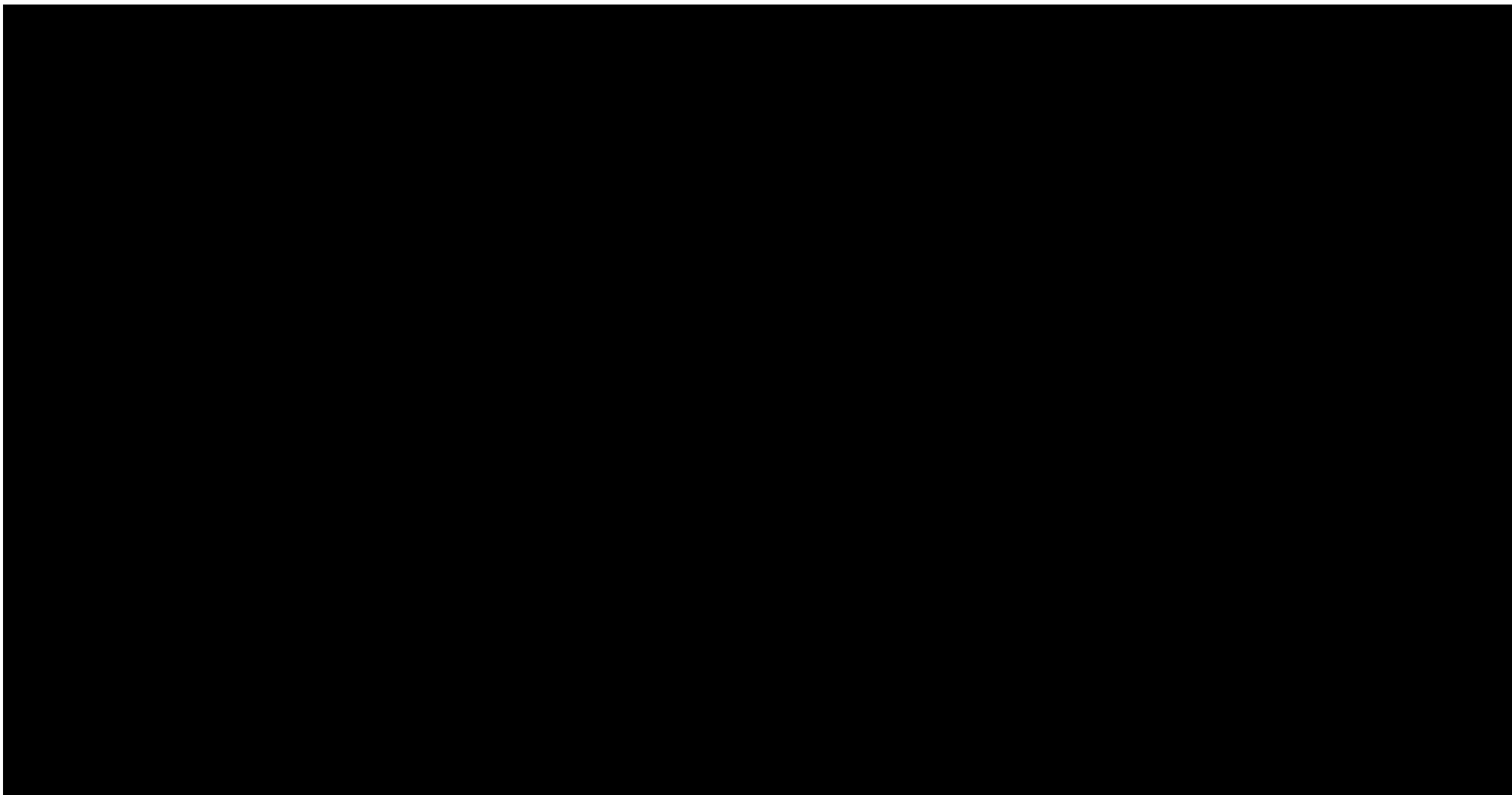


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Subtotal: currently planned deliverables (exc VAT):	£349,126.00	£358,338.58	£368,820.22	£376,017.64	£1,452,302.44
Subtotal: potential for future developments	£57,213.00	£60,073.65	£61,875.87	£63,113.38	£242,275.90



(exc VAT):

Grand Total (EX VAT)	£406,339.00	£418,412.23	£430,696.09	£439,131.02	£1,694,578.34
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All changes to the Charges must use procedures that are equivalent to those in Paragraphs 4, 5 and 6 (if used) in DPS Schedule 3 (DPS Pricing)

The Charges will not be impacted by any change to the DPS Pricing. The Charges can only be changed by agreement in writing between the Buyer and the Supplier because of:

- Indexation
- Benchmarking using Order Schedule 16 (Benchmarking)

#### REIMBURSABLE EXPENSES

None. Included in price submitted.

#### PAYMENT METHOD

Payment will be made as detailed in the invitation to tender.

NHS England will pay correctly addressed and undisputed invoices within 30 days in accordance with the requirements of the Contract. Suppliers to NHS England, must ensure comparable payment provisions apply to the payment of their sub-contractors and the sub-contractors of their sub-contractors. Invoices should clearly state as a minimum:

- Organisational entity that ordered the goods and services, that is NHS England
- Purchase order number
- Contact name (Directorate)
- Clear description, costs including VAT (if applicable)
- More information is available from NHSSBS Good invoicing practice [NHS SBS - Good Invoicing Practice](#).

All invoices should be submitted electronically via Tradeshift. Tradeshift is a free to use service for suppliers, registration is completed directly by the supplier and is integrated with ISFE (Finance system). Full guidance for suppliers is available at: [Welcome to NHS SBS's Tradeshift Network](#).

Once registered suppliers will submit invoices directly to this platform. Note that any invoice submitted without a Purchase Order it will be rejected.

If you are an SME supplier or low volume supplier then the web-based portal at <http://www.tradeshift.com/supplier/nhs-sbs/> is likely to be the best solution.

If you are a high volume supplier, you may wish to integrate to the Tradeshift platform for invoice automation. If you are interested in integrating please contact [SBS-W.e-invoicingqueries@nhs.net](mailto:SBS-W.e-invoicingqueries@nhs.net).

#### BUYER'S INVOICE ADDRESS:

See above

# England

BUYER'S AUTHORISED REPRESENTATIVE

Device Type	Percentage of Respondents
Smartphone	85%
Tablet	65%
Smartwatch	45%
Smart TV	35%
Smart Home Hub	25%
Smart Car	15%
Smart Thermostat	10%

## BUYER'S ENVIRONMENTAL POLICY



Supplier CoC.docx

## BUYER'S SECURITY POLICY

**Information Security Policy Version number: v2.0 Available online here: [information-security-policy-v4.0.pdf \(england.nhs.uk\)](#)**

## SUPPLIER'S AUTHORISED REPRESENTATIVE

\_\_\_\_\_

SUPPLIER'S CONTRACT MANAGER

Response	Percentage
Current administration	85%
Previous administration	15%

PROGRESS REPORT FREQUENCY  
**TBC**

PROGRESS MEETING FREQUENCY  
**TBC**

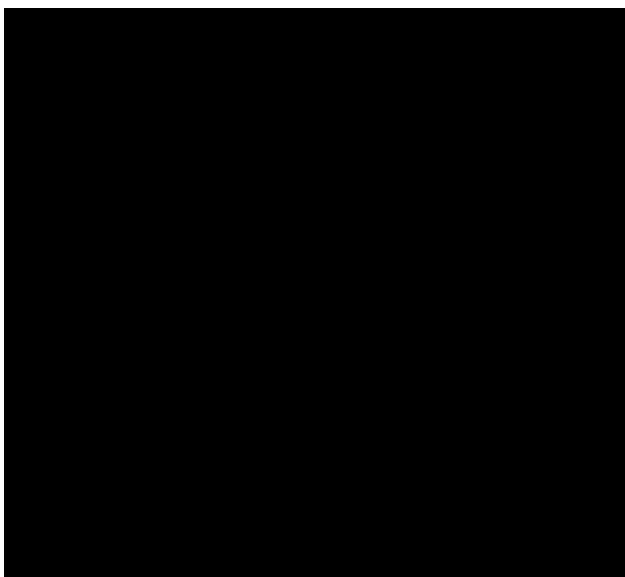
KEY STAFF

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KEY SUBCONTRACTOR(S)

**Not applicable**

E-AUCTIONS

Not applicable

COMMERCIALLY SENSITIVE INFORMATION

[Redacted]

SERVICE CREDITS

Not applicable

ADDITIONAL INSURANCES

Not applicable

GUARANTEE

Not applicable

#### SOCIAL VALUE COMMITMENT

The Supplier agrees, in providing the Deliverables and performing its obligations under the Order Contract, that it will comply with the social value commitments in Order Schedule 4 (Order Tender)

## Annex A



# Staff Survey tender specification

December 2022

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## Introduction and background

### Background of the requirement

The NHS Staff Survey has been running since the autumn of 2003. It has gone through significant and radical yearly improvements to its current form and continues to run annually. The [NHS People Plan 2020/21: action for us all](#) is the workforce strategy for delivering the [Long Term Plan](#) for the NHS and highlights the Staff Survey as the principal way for measuring progress against the People Promise and enabling action for improvement. In 2021, questionnaires were sent to 1,342,657 eligible NHS staff throughout England, and the national response rate was 48%. NHS England took on the responsibility for commissioning the national NHS Staff Survey in April 2013. The Care Quality Commission (CQC) and its predecessor organisations previously owned the survey from 2003 until 2009 and the Department of Health from 2009 to 2012.

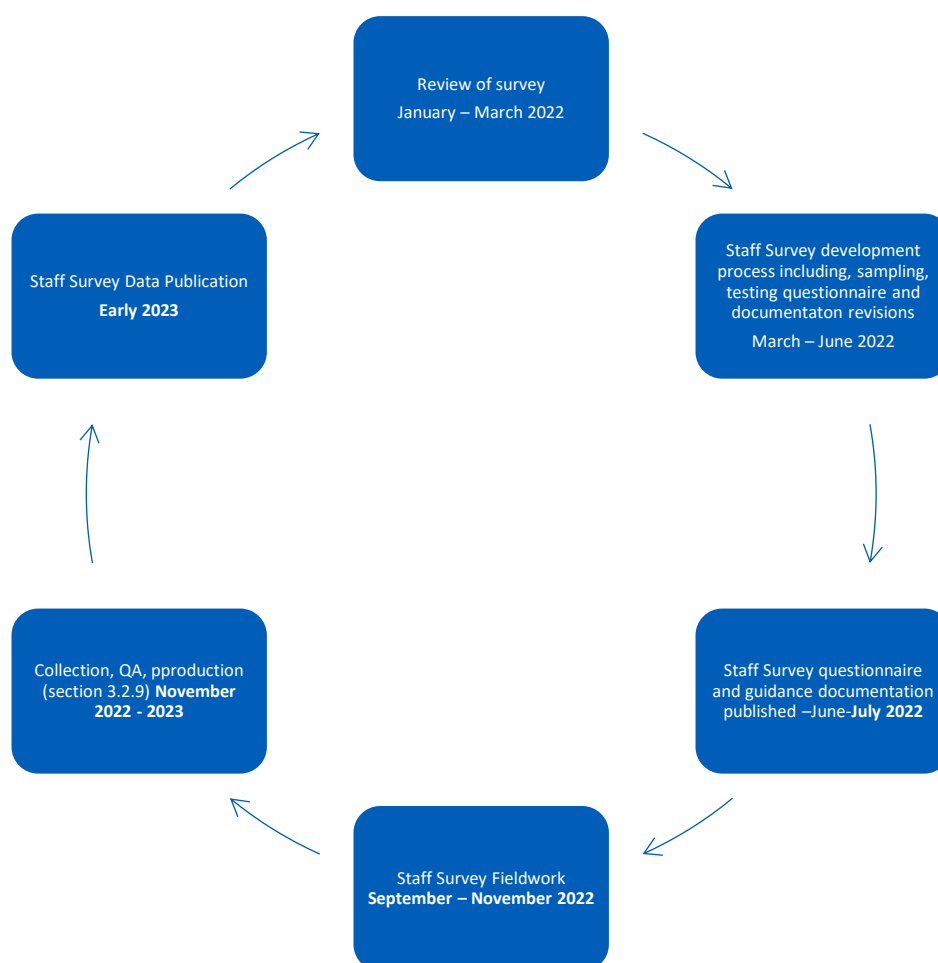
A redevelopment of the Staff Survey took place in 2021 and was the most significant change for at least a decade. Questions in the NHS Staff Survey are now aligned to [the People Promise](#) elements as well as maintaining two themes, staff engagement and morale. Some survey questions have remained the same, enabling the longitudinal capability to be maintained where possible to ensure a richness in the data. The NHS Staff Survey supports the delivery of the People Promise, in particular, 'We each have a voice that counts' and is a fundamental part of the national programme for employee listening alongside the [National Quarterly Pulse Survey](#) and the monthly [People Pulse](#).

Ensuring the Staff Survey is as inclusive as possible is a high priority, as such the eligibility criteria of the Staff Survey is regularly reviewed to improve inclusion, belonging and encourage increased participation. In 2022 eligibility to participate in the NHS Staff Survey (NSS) was extended to internal bank only workers. A tailored version of the survey ensures the questions are relevant to their experiences, with the results reported separately from the core survey.

NHS England works extensively with experts, practitioners, and stakeholders to develop the right approach to extending, reviewing and updating the NHS Staff

Survey year after year. This includes question testing with our NHS people and engagement with representatives from NHS organisations, staff side unions, academics, the Staff Survey Coordination Centre, the national WRES and WDES teams, the NHSE EDI function and NHSE regional and national teams.

### Typical Staff Survey Production cycle



### Purpose

The purpose of this tender is to reprocure the NHS Staff Survey Coordination Centre services to support NHS England with advice, development and implementation of the NHS Staff Survey as well as survey management and co-ordination arrangements.

The NHS Staff Survey (Staff Survey) collects our NHS people's views about working

in their organisation. The results are used nationally, regionally, at a system level and locally to understand and improve employee experience and, ultimately to improve patient care. The Survey is administered annually so views can be monitored over time. It provides an opportunity for organisations to survey their staff consistently and systematically. This makes it possible to build a picture of staff experience to compare and monitor change over time and identify variations between different staff groups. Obtaining feedback from staff, and considering their views and priorities is vital for driving real service improvements in the NHS.

It also allows us to compare the experiences of our NHS people in similar organisations and the experiences of those in a particular organisation with the national picture.

The data is well used by a wide range of organisations and teams, including Human Resources Directors and subject matter experts in the local NHS organisations, NHS England (such as the People Directorate), and equality and health inequalities teams, staff experience leads, CQC, staff networks, Workforce Race Equality Standard, Workforce Disability Equality Standard, Freedom to Speak Up and National Guardians Office, Social Partnership Forum, and the Pay Review Body.

## **Participating Organisations**

All NHS trusts in England are required to participate in the NHS Staff Survey as part of the [NHS Standard Contract](#). In addition, Commissioning Support Units, Social Enterprises, Integrated Care Boards (ICBs) and other NHS bodies may voluntarily choose to undertake the NHS Staff Survey. Unless specified, the data of any participating organisation that is not mandated to take part in the NHS Staff Survey is not included in the aggregated figures. Record level data sets include all participating organisation data, and all receive benchmarking reports. However, only mandated organisations data is available on the reporting dashboards.

Individual Participating Organisations are responsible for commissioning and funding their survey and ensuring that it is conducted according to the national guidance

developed by the NHS Staff Survey Co-ordination Centre (“the Co-ordination Centre” – the survey’s incumbent contractor) and in line with the annual survey timetable.

Participating Organisations are required to commission survey services independently of this contract to ensure an independent NHS Staff Survey is administered on their behalf.

To manage the development and administration of the NHS Staff Survey, NHS England appoints a specialist survey supplier to manage the co-ordination of the NHS Staff Survey through a central Co-ordination Centre.

Working with NHS England and with the NHS Staff Survey Advisory Group (“the Advisory Group”), it is responsible for advising on and designing the surveys, preparing guidance documents and coordinating the implementation of the surveys at the local level (Please see section 3.2.6 for further details). In addition, the Co-ordination centre may be required to participate in other working groups in line with programme needs. The Co-ordination Centre also works closely with the NHSE Analytical Production Team to carry out the analysis of the data and the dissemination and publication of the results to the standard of an [Official Statistic](#).

Each Participating Organisation is responsible for ensuring that the staff survey is conducted at the specified time and using the specified methodology defined in the [Staff Survey Guidance for Contractors](#). To ensure confidentiality, it is obligatory for organisations to use an external supplier to carry out key elements of the survey, including questionnaire response receipt, response rate monitoring, data entry and transfer to the Co-ordination Centre.

Participating Organisations are currently able to conduct a paper survey, an online survey or a mixed-mode survey combining paper and online options. The Co-ordination Centre publishes the eligibility criteria for Participating Organisations who wish to run the survey online or via a mixed mode. Participating Organisations must meet all the requirements to be allowed to run the online/mixed mode option and have their data included in national reporting.

The Co-ordination Centre and NHS England have the final decision on whether a

Participating Organisation is permitted to run the online /mixed mode option.

The survey includes the specified [‘core’ questionnaire](#). In the past, additional question modules have been added to the core questionnaire as required by NHS England.

Participating Organisations can also include additional local questions to cover issues of particular local interest. To maintain consistency, these local questions are of a similar style to the core and optional question modules, and the Co-ordination Centre is responsible for ensuring this consistency in terms of style.

NHS England owns the copyright on the current questionnaire and all materials used to support the co-ordination of the survey. The [survey domain and website](#) are also owned by NHS England. The rights to all these materials will be available to the Supplier to support the ongoing development and delivery of the survey requirements.

## **About the NHS Staff Survey**

### **Alignment to the People Promise**

The People Promise provides a single unifying framework for us to talk about, understand and measure employee experience across the NHS in England. The NHS Staff Survey was redeveloped to align with the seven People Promise elements whilst balancing and maintaining trend data. This was on the basis that those best placed to say when progress has been made about employee experience are our NHS people. Through national listening tools and developing robust listening strategies across organisations and systems, we aim to consistently understand and improve employee experience to make the NHS a better place to work and provide the best possible care for patients.

The People Promise consists of 7 elements:

- We are compassionate and inclusive.



## DPS Schedule 6 (Order Form Template and Order Schedules)

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- We are recognised and rewarded.
- We each have a voice that counts.
- We are safe and healthy.
- We are always learning.
- We work flexibly.
- We are a team.

In addition, the staff survey also reports on two themes, Staff Engagement and Morale. Both the People Promise elements and themes have associated sub-scores.

### Staff Survey Data users

The aggregated survey results are an official statistic, a rich source of data used by NHS organisations to inform understanding of employee experience locally, regionally and nationally as well as at a system level.

Data users include but are not limited to:

<ul style="list-style-type: none"><li>• <b>Individual NHS trusts in England</b></li></ul>	<ul style="list-style-type: none"><li>• <b>Workforce Race Equality Standard</b></li></ul>
<ul style="list-style-type: none"><li>• <b>Regional employee experience experts</b></li><li>• <b>Trust SMEs</b></li><li>• <b>NHS England</b></li><li>• <b>Regional / Integrated Care System Leads</b></li><li>• <b>ICBs</b></li><li>• <b>Care Quality Commission</b></li><li>• <b>Employee Networks</b></li><li>• <b>LGBTQ+ Networks</b></li></ul>	<ul style="list-style-type: none"><li>• Workforce Disability Equality Standard</li><li>• Freedom To Speak Up and National Guardians Office</li><li>• Social Partnership Forum</li><li>• Temporary Employee Team, Retention Team</li><li>• Staff Survey Leads</li><li>• Pay Review Body</li></ul>

### Improvements to the NHS Staff Survey

RM6126 - Research & Insights DPS  
Project Version: v1.0  
Model Version: v1.3

NHSE work closely with data users to identify and develop continuous improvements to the Survey. We expect the Supplier to support these developments within the budget envelope and welcome further suggestions for improvements. Our recent engagement work suggests the following priorities for improvement in the next few years.

- Ensuring the timescales between fieldwork and results publication are reduced for the 2023 Staff Survey publication (the 2021 Staff Survey fieldwork period ended in November 2020, and publication was March 2021)
- Additional support to help organisations maximise the use of the Survey data, e.g. provision of resources that facilitate the upskilling of data users on navigating the dashboards.
- Ensuring dashboards meet user requirements
- Further development of the Bank only survey and reporting outputs
- Increasing the eligibility of the Survey so that bank only workers who are managed by external banks can take part.
- The availability of Intersectional reporting (at least two variable analysis) for national level data.
- Maximising the data from the NHS Staff Survey, for example, driver analysis

## Objectives

The Supplier is required to advise on, develop and implement the survey, survey management and co-ordination arrangements through the effective management of the Co-ordination Centre. This also includes the collection of data submissions, cleansing and calculating, and producing outputs to communicate the data, e.g., public reports and dashboards. The Survey is an Official Statistic, and its data and outputs must comply with the code of practice for statistics requirements. The Supplier will run an effective Co-ordination Centre on behalf of NHS England by delivering the following requirements.

## The requirement

### Overview of the requirement

The current Staff Survey Co-ordination Centre contract is expiring and as such NHS England wishes to reprocure Co-ordination Centre services. It is the intention to award a three-year call-off contract (with an option to extend for up to a further 12 months) prior to the current contract expiry on 31<sup>st</sup> March 2023. In the event of a new supplier being awarded the contract, the period from 1st April 2023 to the 30th June 2023 will be a mobilisation and transition period (two suppliers running concurrently) to ensure a seamless transfer with minimal interruption of the service to the end users.

The estimated value for the 48-month maximum length, including the extension contract period, is in the range of £1m – 2m. Bids will not be accepted that are above £2m for the length of the contract (48 months), or more than £500,000 per annum. The contract is also subject to a £3m cap which will allow extra work to be added during the contract if required.

The Supplier will manage the Staff Survey Co-ordination Centre providing specialist expertise and oversight for the entire Staff Survey process whilst working in close partnership with NHS England. In addition, the Supplier will be an integral member of the Staff Survey Advisory Group, providing specialist expertise to the group and NHSE.

NHS England requires a fully managed service of the Co-ordination Centre, providing the Participating Organisations and Survey Suppliers with information about the standard survey material and methodologies, as well as responding to any other queries that may arise. (Please refer to KPIs).

The standard offering must be at a minimum of what is currently offered. Details of this can be found in the guidance documents in section 3.2.6 and the [reporting website](#).

The Co-ordination Centre Supplier will focus on advising on and developing the survey, managing the national process for running the survey and reporting the results as follows:

- Providing expert advice to NHS England and the Staff Survey Advisory Group

on developing and improving the survey, including supporting analysis and research to support any planned future changes as required.

- Updating the survey materials for use each year (including the questionnaire, guidance notes, and the website) with NHS England having sign off.
- Ensuring dashboards which have the best fit and capability for user requirements.
- Offering advice and support to NHS organisations, Participating Organisations, survey suppliers and any individual staff members throughout the annual survey period. This will include the provision of all supporting documents, guidance notes, telephone helpline and website/ email.
- Compilation, weighting and analysis of the data returned from each Participating Organisations. This would cover the following:
  - Sample checking and liaising with individual survey contractors
  - Handling, compilation and cleaning of paper and online organisation level data
  - Data weighted by one of three weights as appropriate to account for occupational group differences and/or differences in organisational size. Trust weight, occupational group weight and combined weight.
  - To advise on appropriate weighting as required.
  - Provision of compiled respondent-level trended dataset with derived variables, summary indicators, weights and associated information (typically in .sav SPSS format)
  - A published reporting suite containing national, regional, ICB/S and organisation-level reporting, including WRES and WDES measures, published on the staff survey results website and made available to organisations via interactive dashboards, excel tables, national summary reporting, organisation-level benchmarking PDF reports, and

supplementary guidance documentation (basic guide and technical guide)

- All outputs produced to required disclosure control and suppression standards.
  - A suite of PDF benchmarking reports and breakdown reports delivered directly to participating organisations under embargo ahead of annual publication and made available on the survey's results website upon publication.
  - Reporting specifications for the survey's processes and outputs
- Use of a blend of appropriate software to deliver the above – for example, SPSS, R, Python, Tableau and Power BI. Production of reports to communicate findings and selected analysis to key audiences, including individual feedback reports for the Participating Organisations and national findings.
  - Publication of results in compliance with the Code of Practice for Statistics to maintain the survey's status as an Official Statistic and in accordance with robust quality assurance procedures and in compliance with all necessary policies.
  - The Co-ordination Centre Supplier will be transparent and open when new knowledge arising from the survey suggests beneficial innovation in the delivery of the survey. It will proactively share such knowledge with NHS England.
  - The Supplier will establish and share with NHS England an exit strategy to protect the continuity of the NHS Staff Survey beyond the agreed contract; this should include a 3-month handover period.

Full details of the survey methodology and the current Co-ordination Centre services can be found at: <http://www.nhsstaffsurveys.com>.

## **Survey platform, data collection and analysis**

### **Questionnaire**

- The Supplier will maintain the questionnaire (note this does not include the setup and programming of an online questionnaire). This consists of the core survey questionnaire, the tailored bank questionnaire, and could include developing a small number of optional and local questions if required.
- The Supplier will provide ongoing questionnaire development support and expertise, including cognitive testing of new questions, working in partnership with NHS England, the SSAG, academic experts and others to ensure the questionnaire remains up-to-date and effective.

### **Survey Mode**

Participating Organisations are able to conduct a paper survey, an online survey or a mixed-mode survey combining paper and online options. The paper questionnaire includes a QR code to allow respondents to participate online if they want to.

The tailored bank only questions are currently only accessible via an online survey. Respondents can receive their individual survey link via email, paper or text message.

The Co-ordination Centre will be expected to keep this under review to ensure the survey mechanism remains appropriate and practicable for the service and to publish relevant eligibility criteria to support this.

The Supplier will undertake additional checks during the set-up phase of each survey in August/September each year to ensure there are no issues with survey mode and notifications.

### **Management of Participating Organisations, Survey Suppliers and Individual NHS Staff:**

The Co-ordination Centre Supplier will be expected to provide support to all Participating Organisations wishing to undertake the survey through the following:

- Updating the survey materials for use each year (including the questionnaire, guidance notes, website and obtaining any necessary ethical or other approvals as set by NHSE).
- Offering advice and support to Participating Organisations, Survey Suppliers and any individual staff members throughout the survey period, including, as a minimum, the following:
  - provision of all supporting documents;
  - providing bulletins;
  - a telephone helpline;
  - a regularly updated public-facing website;
  - timely responses to contact made via e-mail.

### **Survey Suppliers**

The Co-ordination Centre will support NHS England to ensure that all local Survey Suppliers do not breach any provisions (for example, confidentiality of data) through its day-to-day work with Participating Organisations.

The Co-ordination Centre must ensure that all Survey Suppliers are independent of the participating organisation. Where the Co-ordination Centre is also a Survey Supplier or becomes one in the future, there should be clear processes and procedures to ensure that any potential or perceived conflict of interest is managed robustly. This must ensure that no benefit / unfair competitive advantage can be passed through their management of the Co-ordination Centre, and as a minimum they must maintain separate databases to ensure any other Survey Suppliers client data lists are kept confidential and used purely for the provision of the services.

The Co-ordination Centre will have arrangements to keep the Survey Suppliers updated on any changing survey requirements, including changes to the Survey Timetable.

## **Survey Sample requirements**

All Participating Organisations are required to sample a full census of eligible staff. Survey Suppliers will be expected to liaise closely with the Participating Organisation to obtain an accurate staff list.

The Co-ordination Centre Supplier will be responsible for receiving the data from the Participating Organisation contractors for checking to ensure compliance with the specific rules outlined in the guidance for all the data being submitted and then including the data in the national data set.

NHS England will secure the necessary agreements from the Data Standards Assurance Service (DSAS) to cover information collection from individual Participating Organisations.

## **Guidance notes**

The Co-ordination Centre will provide guidance notes to Survey Suppliers and Participating Organisations with detailed instructions on administering the surveys. These guidance notes should be based on accepted canons of good survey practice and include detailed guidance on questionnaire construction, survey implementation, data entry and editing. The guidance documents should be developed parallel to the questionnaire and other supporting materials.

<b>Guidance documents</b>	<b>Description</b>
<a href="#">Guidance for Contractors</a>	Provide detailed information to contractors on how to run the NHS Staff Survey
<a href="#">Guidance for Participating Organisations</a>	Provides detailed information on how to run the NHS Staff Survey aimed at organisations participating in the Staff Survey
<a href="#">Basic Guide</a>	Provides a brief overview of the NHS Staff Survey data and details on what is contained in each of the reporting outputs



<a href="#">Technical Document</a>	Contains technical details about the NHS Staff Survey data, including data cleaning, weighting, benchmarking, People Promise, historical comparability of organisations and questions in the survey.
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### **Data collation and cleaning**

- The Co-ordination Centre Supplier shall ensure that the Survey Suppliers apply simple structure and range edit checks to their survey data prior to return to the Co-ordination Centre.
- Data collection of up to 1.5m responses per year.
- Annual data collection
- The Supplier will also apply a full set of checks on the returned data to ensure that this work has been completed adequately and consistently. Where edit checks result in data “fail”, suitable corrections are made. The Supplier could collect interim data when required to support this.
- The Supplier will comply with all data protection and disclosure control requirements to ensure that data is not made available in a disclosive form.
- The Supplier will undertake this work in a way that will support the ambition of reducing timescales between fieldwork and publication.

Further details about data collation and cleaning can be found in the [Technical Document](#).

### **Data handling analysis**

- The Co-Ordination Centre Supplier will be responsible for the compilation, cleaning, weighting and analysing the data returned from each Participating Organisation, including deriving aggregate and summary figures, weights and

benchmarking.

- The Co-Ordination Centre Supplier will define and deliver feedback and national reports and analysis detailed under Programme Outcomes to the timetable in line with the Survey Timetable. Within reason, the content and number of these reports will be subject to change across the contract duration as determined by NHS England.
- The Co-Ordination Centre Supplier will prepare annual benchmark and breakdown reports for each Participating Organisation and provide expertise and advice on presentation methods for agreement by NHS England.
- The Co-Ordination Centre Supplier will produce a series of reports to communicate findings and selected analyses to key audiences, for example, individual feedback reports and national findings for all NHS providers. The content and number of reports will be subject to change across the contract duration. Further information can be found in section 3.2.9, Reporting Suite.
- The Co-Ordination Centre Supplier will publish results that are an Official Statistics on the Staff Survey results website.
- The Co-Ordination Centre Supplier will comply with all NHS England policies and statements describing compliance with specific aspects of the Code of Practice for Official Statistics and will carry out robust quality assurance procedures prior to any publications.
- The Co-Ordination Centre Supplier will respond to external requests from NHS and research organisations for bespoke datasets for their analyses, ensuring that the anonymity of respondents is maintained and that NHS England consent is obtained prior to the release of the requested datasets.
- The Co-Ordination Centre Supplier will lead on all external data-sharing requests, working in cooperation with NHS England.

## **Reporting suite**

- Advanced, easy-to-use, intuitive reporting suite that is flexible, adaptable and transferable for future developments according to the NHS and survey needs without an additional investment (where no major redevelopments are required).
- All reporting dashboards and outputs are compliant with relevant (specified, regulatory, and good industry practice) accessibility and suppression standards.
- Ability to download results as they appear on the screen in an editable version (e.g. Excel, Word, PowerPoint) without the need for users to manipulate the data.
- Reporting dashboards which meet user requirements and ensure data can be maximised.
- Ability to report employee engagement and morale theme scores and the seven People Promise element scores and sub-scores (current calculations can be found in section 3.2 of the [Technical Document](#)).
- Inclusion of qualitative questions when needed.
- Results analysed and reported by each demographic characteristic asked within the questionnaire and, where possible, investigate using existing sources of data (e.g. ESR).
- Ability to report trend data, comparisons and, fluctuations between survey cycles.

- Support with statistical testing, estimates of precision/result reliability, and resultativeness of results.

<b>Current Reporting</b>	<b>Description</b>
<a href="#">National dashboards:</a>	Published online, these dashboards provide the national results for all participating trusts on all People Promise elements, themes, sub-scores, and questions, including trend data for 5-year trend data where available. In addition, results are presented for all trusts combined (national average) and for each trust benchmarking group. Question results are presented both as single percentages (e.g. % of staff agreeing/strongly agreeing) as well as the proportions choosing each response option. Results are also presented and broken down by various background variables (such as gender and ethnicity).
<a href="#">National briefing:</a>	Published in PDF format, this output summarises the key national results (based on results from NHS trusts only) from the survey with a narrative.
<a href="#">Benchmark reports:</a>	<p>A PDF report produced for every organisation, containing organisation results for People Promise elements/themes, sub-scores, and questions over the last 5 years (where possible). All results included are weighted &amp; benchmarked where appropriate.</p> <p>Additional breakdown report, with up to two directorate breakdowns for theme scores, is optional for every organisation. The benchmark reports also contain data required for the NHS Staff Survey indicators used in the Workforce Race Equality Standard (WRES) and Workforce Disability Equality Standard (WDES). Data from the benchmark reports is also available in Excel format.</p>

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<a href="#">Local dashboards:</a>	Published online, these dashboards provide the results for each participating organisation and benchmark data on all People Promise elements, themes, sub-scores, and questions, including trend data for 2017-2021, where available. Question results are presented both as single percentages (e.g. % of staff agreeing or strongly agreeing) as well as the proportions choosing each response option. Results are also presented and broken down by various background variables (such as gender and ethnicity).
<a href="#">WRES and WDES dashboards:</a>	Published online, these dashboards provide data for each organisation based on indicators used in the Workforce Race Equality Standard (WRES) and the Workforce Disability Equality Standard (WDES).
<a href="#">Detailed spreadsheets:</a>	A series of spreadsheets that contain question results broken down by individual response options (split by questionnaire section), People Promise element/theme, sub-score and response rates. Each sheet contains the result for staff in each organisation, each ICS/STP, each region, and for staff in all trusts, along with the median result for organisations in each benchmarking group. In addition, each sheet also contains breakdowns by all of the demographic variables across all organisations and within the five trust benchmarking groups and the CCG group.
<a href="#">Region/system organisation benchmarking dashboards</a>	<p>Region dashboard - comparison of People Promise element scores, theme scores and sub-scores for individual trusts within each NHS England and Improvement region.</p> <p>ICS/STP dashboard tab – comparison of People Promise element scores, theme scores and sub-scores for individual</p>

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	trusts (except ambulance trusts) within each ICS/STP.  Organisations that complete the survey voluntarily are not included.
<a href="#">Region/system aggregated dashboards</a>	Published through online dashboards, this output aggregates the results by region and ICS/STP. Regional aggregate data is based on all participating trusts, while the ICS/STP data is based on all trusts except ambulance trusts.  Organisations that complete the survey voluntarily are not included.
Reporting of Bank only data (New for 2022 results)	The results and response rates for Bank Only workers are currently reported separately from the main staff survey results so that the unique experiences of bank only workers can be understood.  Participating organisations will be able to see the bank results using data tables.

**Website and on-going communications:**

The Supplier will publish relevant information concerning the survey, such as advice for NHS providers, commissioners and access to results etc., on a website set up for this purpose. The target audience is management professionals supporting Participating Organisations to run the survey and to support learning and improvement from its feedback. The existing website domain [www.nhsstaffsurveys.com](http://www.nhsstaffsurveys.com) will be maintained for this purpose.

A press notice from NHS England will support the Co-ordination Centre publications, and all publications will be subject to NHS England approval.

The Co-ordination Centre Supplier must also use other mechanisms to communicate

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Project Version: v1.0

Model Version: v1.3

with Participating Organisations and Survey Suppliers. A database of current key contacts supporting survey implementation in Participating Organisations will be provided and this will need to be maintained.

### **Guidance and advice during the survey process:**

The Supplier will provide help and guidance to Participating Organisations as they set up and implement their surveys as required. This will include an explicit "helpline" service, coordinated with the website and direct communication with Participating Organisations and their Survey Suppliers. The helpline must, at minimum, be available Monday to Friday from 09.30 am to 4.30 pm (excluding Bank Holidays) or otherwise at such times to meet the demand, in support of the co-ordination of the survey. The supplier must also be available during business hours to maintain the service.

### **Research and post-publication analysis:**

The Supplier will respond to all reasonable requests for access to survey data (for example, from NHS organisations and research organisations) within 5 working days. The Supplier will work with NHS England on each request to determine whether it should be approved. NHS England permission must be obtained before any requested survey data is released. Once permission is provided, the Supplier will facilitate sharing the data with the requestee within 5 working days.

The Supplier will provide specialist support and ongoing in-depth analysis of various datasets together with the survey data to support improvement and understanding.

### **Advisory services and analytical support**

#### **Employee survey expertise**

- Proactive advice on developing a survey supported by academic theories

around organisational psychology, employee engagement and experience, and behavioural science.

- Proactive guidance on employee surveys: best practice, trends and technology in the UK and worldwide.
- Statistical validation of question set at regular intervals, including specific analysis of trend variability following question change, questionnaire and/or sampling and fieldwork development.
- Active participation and contribution at the Staff Survey Advisory Group.
- Active participation at 3 events a year with wider community

### **Potential for further developments**

- Extension of eligibility criteria for the NHS Staff Survey to further staff groups as needed.
- Advice and guidance on the production of key driver analysis
- The provision of post-publication analysis to the national Staff Engagement and Experience team with insights from subject matter experts and statisticians, potentially with comparisons with external sectors.
- Support provided to NHS England through the following (not limited to): participating in regular webinars, creating guidance and other documents in collaboration using expertise from other sectors.
- Template for reports – flexible and able to be adjusted by organisations.
- Potential for free text analysis if free text questions are used in a survey cycle using AI – all comments themed – minimal number of comments that are not themed. Reported by themes and sub-themes.



## **Data protection processes**

- Servers storing data must be located in the UK (with appropriate Data Protection clauses).
- The Supplier will ensure that all information handling strictly adheres to General Data Protected Regulations (GDPR) and the Data Protection Act 2018 and must act only under instruction from the Data Controller, NHS England. In addition, the Supplier must demonstrate how they will comply with GDPR and the Data Protection Act, such that all data is used responsibly and securely. The Supplier must demonstrate compliance with ICO. Stringent technical and organisational measures must be taken to ensure data are securely stored and viewed only by personnel directly involved in the People Pulse and against unlawful processing, accidental loss, damage or destruction.
- The Supplier will need to agree to a Data Processing Agreement with NHS England as part of the contract and will need to work with NHS England to provide all the information necessary to complete any Data Protection Impact Assessments (DPIA) prior to the commencement of each survey year activity.
- The Supplier will ensure that any access to the Staff Survey data is restricted to the minimum necessary information being made available to the minimum number of personnel with a legitimate and justified need to access this data. All personnel given access to the data will have undergone training in the law of data protection, in their duty of confidentiality under contract and in the care and handling of sensitive data. All data must be stored only on a secure, isolated, encrypted system.
- The Supplier will ensure that all data adhere to Fair Processing requirements, clearly and fully explaining how the individual was selected, how their data will be used, how any information they provide via the survey will be used, and contact details for further queries.

- The Supplier will take appropriate actions to ensure that the data from the survey cannot be used to identify individuals.
- The Supplier must support NHS England in processing any Subject Access or similar requests.

#### NHS England responsibilities – project initiation

- Nomination of a responsible officer to act as NHS England contract manager.
- Nomination of an overall project manager for the NHS Staff Survey and at least one other day-to-day project contact.
- Arrangement of weekly project meetings.
- Collaboration when creating materials, questions, reports, etc.
- Sign-off of all final materials.
- Monitoring progress against agreed milestones and helping troubleshoot any arising issues.

#### Supplier responsibilities – project initiation

- Identification of a contract manager to oversee the work and liaise with / report to the NHS England contract manager.
- Identification of a Project Manager and project support.
- Ensure that the survey is launched in time for October 2023 data collection.
- Provision of quality assurance information on all aspects of the programme to project meetings or as required by NHS England.
- Scheduling timely and ongoing evaluation information related to the programme to project meetings or as required by NHS England.

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- Provision of support to obtain relevant information governance and security clearance.
- The Supplier will establish and share with the Authority an exit strategy to protect the continuity of the NHS Staff Survey beyond the agreed contract. This will be in accordance with the Dynamic Purchasing System terms and conditions.

### **Essential skills**

- Extensive expertise in developing surveys measuring employee engagement and experience, including specialist knowledge of evidence base and academic theories
- Extensive experience in the delivery of such surveys in large complex organisations, taking into consideration accessibility requirements
- Advanced analytical capability
- Advanced developer support to provide the backend of the survey and analytical dashboard
- Frontend and backend survey and analytical dashboard design and dataset delivery

### **Project Management**

- Leading of the Project Management such as (not limited to): leading on the project plans, delivery of key milestones from the Supplier sides, use of appropriate project management tools, creation of risk and issues logs and regular Post Initiation Review meetings.
- Weekly programme meetings – potentially more frequent when initiating the project and during the pre-publication phase.
- Regular support from technology experts when issues arise and/or developments are needed.
- Support for contractors with technical difficulties.

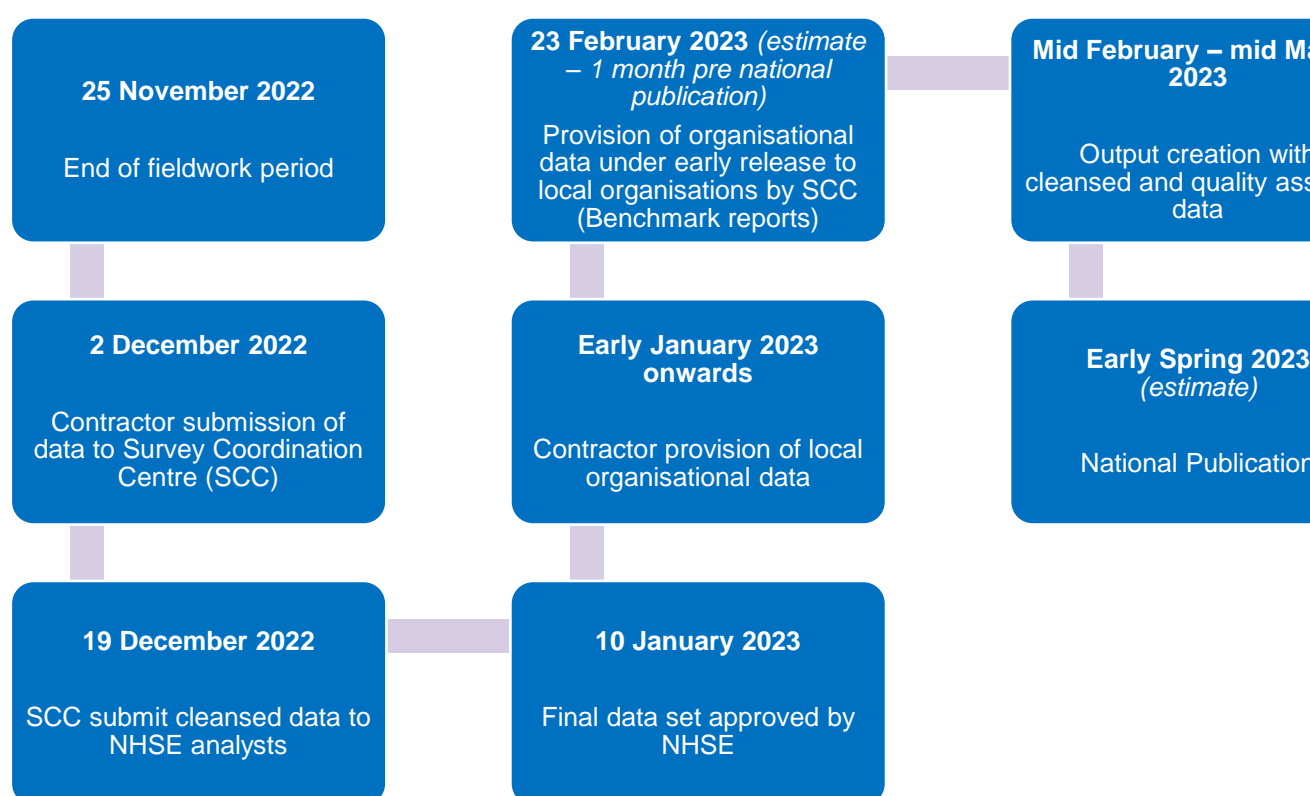
- Support provided to the Authority organisation.
- Demonstration of the analytical dashboard.
- Contingency plan for emergency support.

### **Project timetable**

The survey timetable is constrained by the need to provide continuing longitudinal data, notwithstanding the impact of question changes. This requires the survey fieldwork period to remain unchanged (end of September through to early December). In addition, survey reports must be published in the financial year the survey is conducted (see the Annual Survey Timetable below). There is an ambition to reduce the time required between fieldwork and publication.

### **Annual Staff Survey Timetable**

The timetable for the 2022 NHS Staff survey is shown below. Please note that the timeline is subject to change and should be regarded as illustrative only.



## Budget

The estimated value for the 48-month maximum length, including the extension contract period, is in the range of £1m – 2m. Bids will not be accepted that are above £2m for the length of the contract (48 months), or more than £500,000 per annum. The contract is also subject to a £3m cap which will allow extra work to be added during the contract if required.

Payment will be monthly based on activities completed within the calendar month.

## Contract term

The initial term for this contract is 36 months; however, there is a possibility of extending it up to 48 months.

## Contract management and monitoring

The Supplier shall monitor the quality of the service provider to ensure NHS England and satisfaction in accordance with the key performance indicators (KPIs). Below are example KPIs which will be fully agreed upon at the project initiation stage.

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KPI No.	Services that KPI relates to	Description of KPI	Measurement	KPI Tolerances	Action
1	Service delivery	<p>Production of a detailed project timetable and completion of timetabled tasks across the survey cycle to deadlines agreed with NHSE.</p> <p>Updates can be made to timetable tasks throughout the year but agreed deadlines must be met. Delays agreed with or due to NHS England will not be counted as missing deadlines.</p>	Weekly	Over 95% of significant deadlines met unless otherwise agreed (significant deadlines will be agreed annually with contractor)	Issues will be raised with appropriate colleagues and escalated as necessary with additional progress reporting introduced until such time as actions are completed
2	Service delivery	The Supplier must cognitively test survey questions including where questions have changed, been reintroduced, and/or may be impacted by	Reviewed throughout the year at relevant points in the questionnaire(s) design timetable.	The survey questions are appropriately tested with a representative sample (agreed between NHS	Issue will be raised and escalated with additional progress reporting introduced

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		wider survey developments (e.g., context effect) and provide the staff survey questionnaire(s) to NHS England in line with the agreed timeline to allow adequate time for sign off.		England and the Supplier). The survey questionnaire is provided to the agreed timetable unless the date is changed by or delayed by NHS England	until such time as actions are completed
3	Service delivery	Provision of support to each participating organisation which includes the publication of guidance documents, sample checking for each participating organisation, preparation and release under embargo local benchmarking results_	Monthly	Guidance document completed and to agreed deadline.  Organisation samples finalised by the agreed deadline  Release of benchmarking report under embargo by the agreed deadline	Issue will be raised and escalated with additional progress reporting introduced until such time as actions are completed
4	Service Delivery	Develop reporting specifications for	Reporting specifications	Reporting specifications	Issue will be raised and

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		each of the Staff Survey outputs	reviewed and signed off by NHSE to agreed deadline (E.g. end of December under current cycle)	provided to NHS England by agreed deadline	escalated with additional progress reporting introduced until such time as actions are completed
5	Service delivery	To publish the NHS Staff Survey data following all Official Statistics rules in the timeframe agreed by NHS England	Final KPI judged after survey publication with progress reviewed throughout the survey reporting stages	National record level dataset available to agreed specification to NHS England in spss .sav format by the last week of December  That the survey results are published on the agreed date.	If this KPI is not achieved NHS England reserves the ability to withhold up to 10% of the agreed total contract price.  Risks & issues relating to this KPI will be raised during weekly programme management meetings, and the SRO will



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					determine whether any further actions are required
6	Service delivery	Provision of a telephone helpline and regularly updated website to support participating organisations, survey contractors, NHS staff and national stakeholders regularly updated website where results are published.	Monthly	<p>Website available 100% of the time from 9.30am – 4.30pm Monday-Friday</p> <p>The helpline must, at minimum, be available Monday to Friday from 09.30 am to 4.30 pm (excluding Bank Holidays) or otherwise at such times to meet the demand, in support of the co-ordination of the survey. 100% of helpline calls answered and responded to</p>	Issue will be raised and escalated with additional progress reporting introduced until such time as actions are completed to the satisfaction of NHS England.

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				within 5 minutes and queries responded to and resolved within 2 calendar days.	
7	Service delivery	That all reporting dashboards and outputs are compliant with relevant (specified, regulatory, and good industry practice) accessibility and suppression standards.	Progress reviewed throughout the survey cycle until dashboards are complete.	That ahead of fieldwork all of the accessibility options required are available from the start of fieldwork of the survey and continue to be offered throughout fieldwork.	Issue will be raised and escalated. The SRO will determine any further action to be taken.
8	Service delivery	That there are no data security breaches or breaches to GDPR or data protection act principles	Reviewed throughout the year. Any breaches should be reported to NHS England.	That no breaches occur.	Issue will be raised and escalated. The SRO will determine any further action to be taken.
9	Service delivery	To manage any sub-contractors (e.g. a free text provider) in line with	Reviewed within the survey cycle	As per each individual KPI	As per each individual KPI

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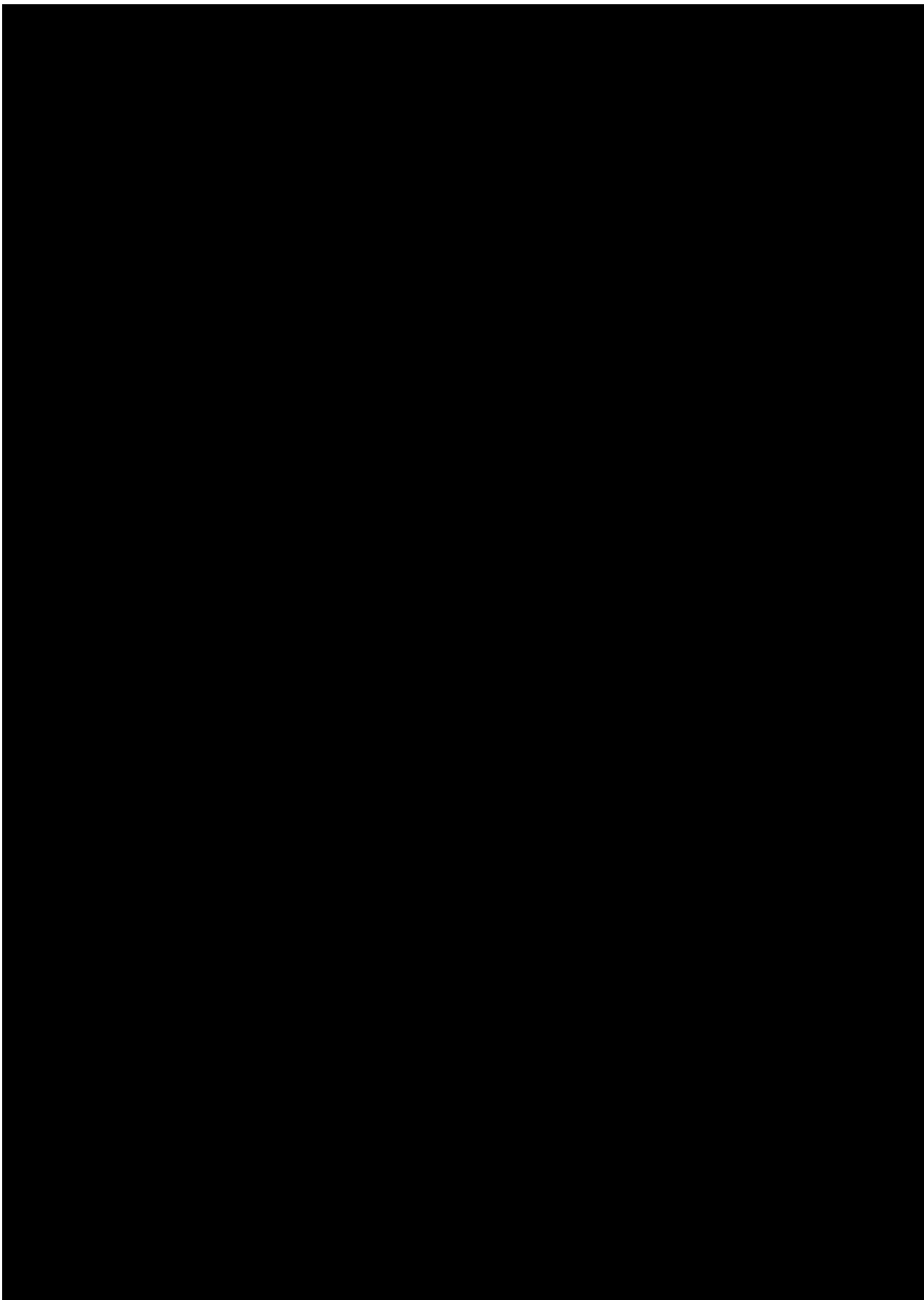
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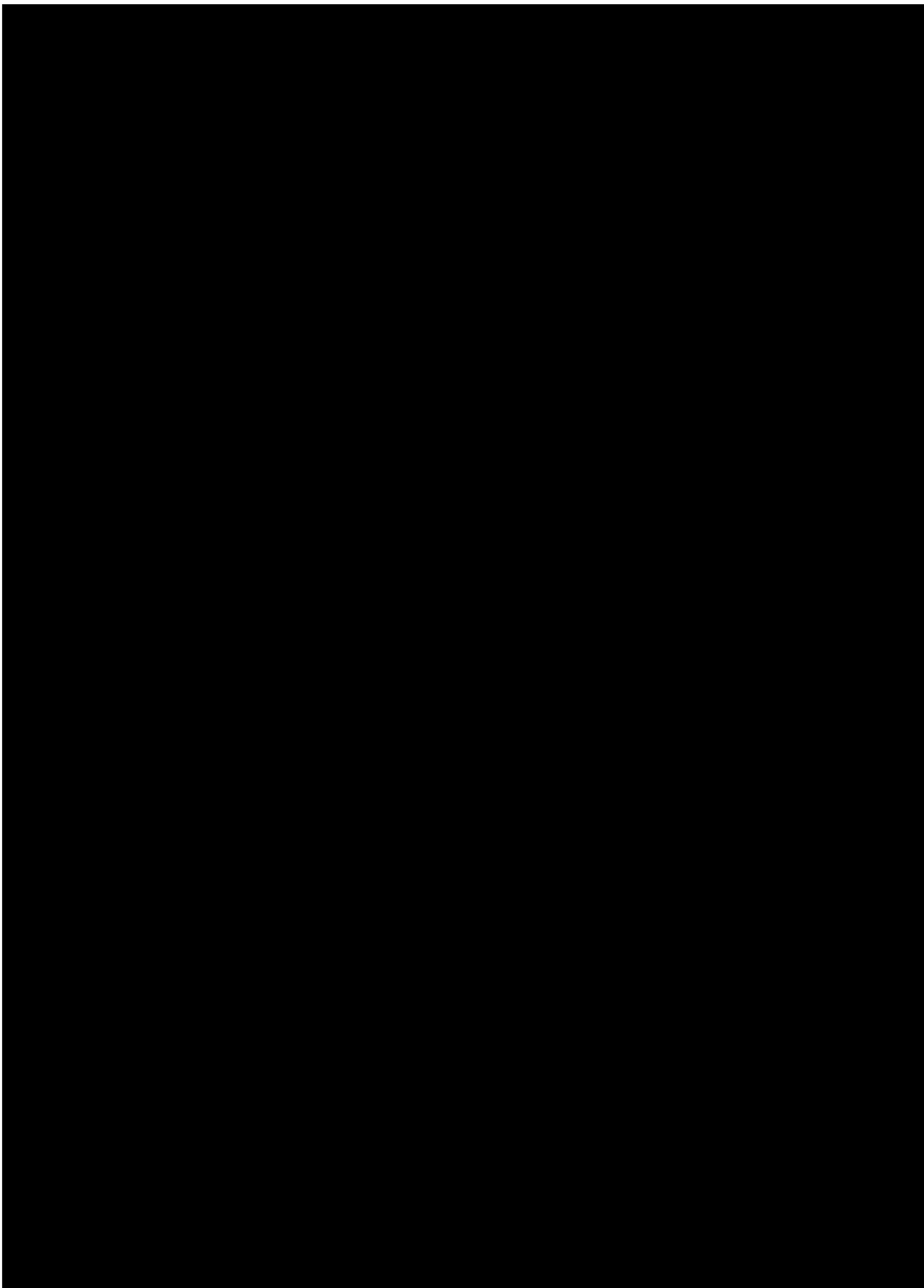
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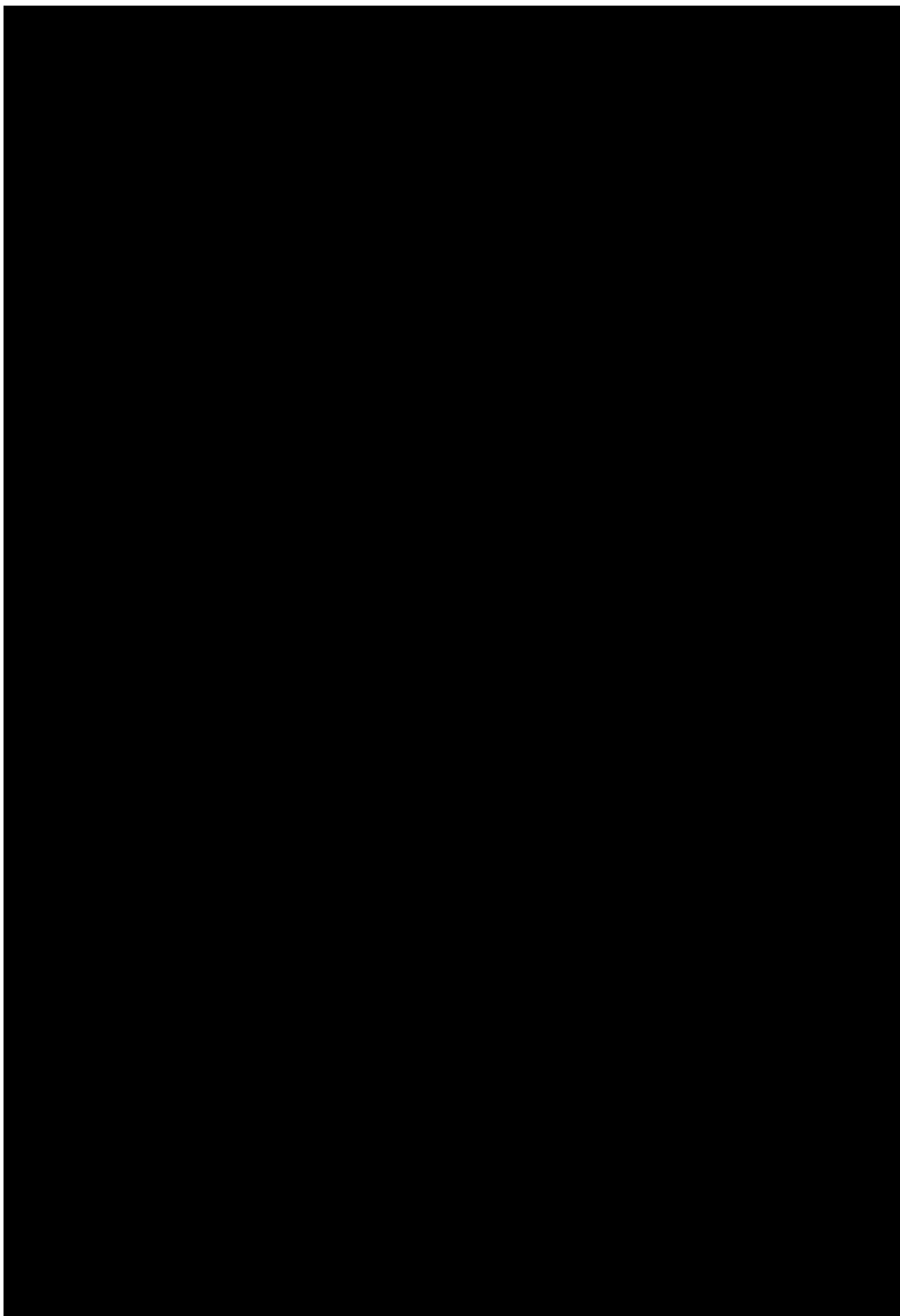
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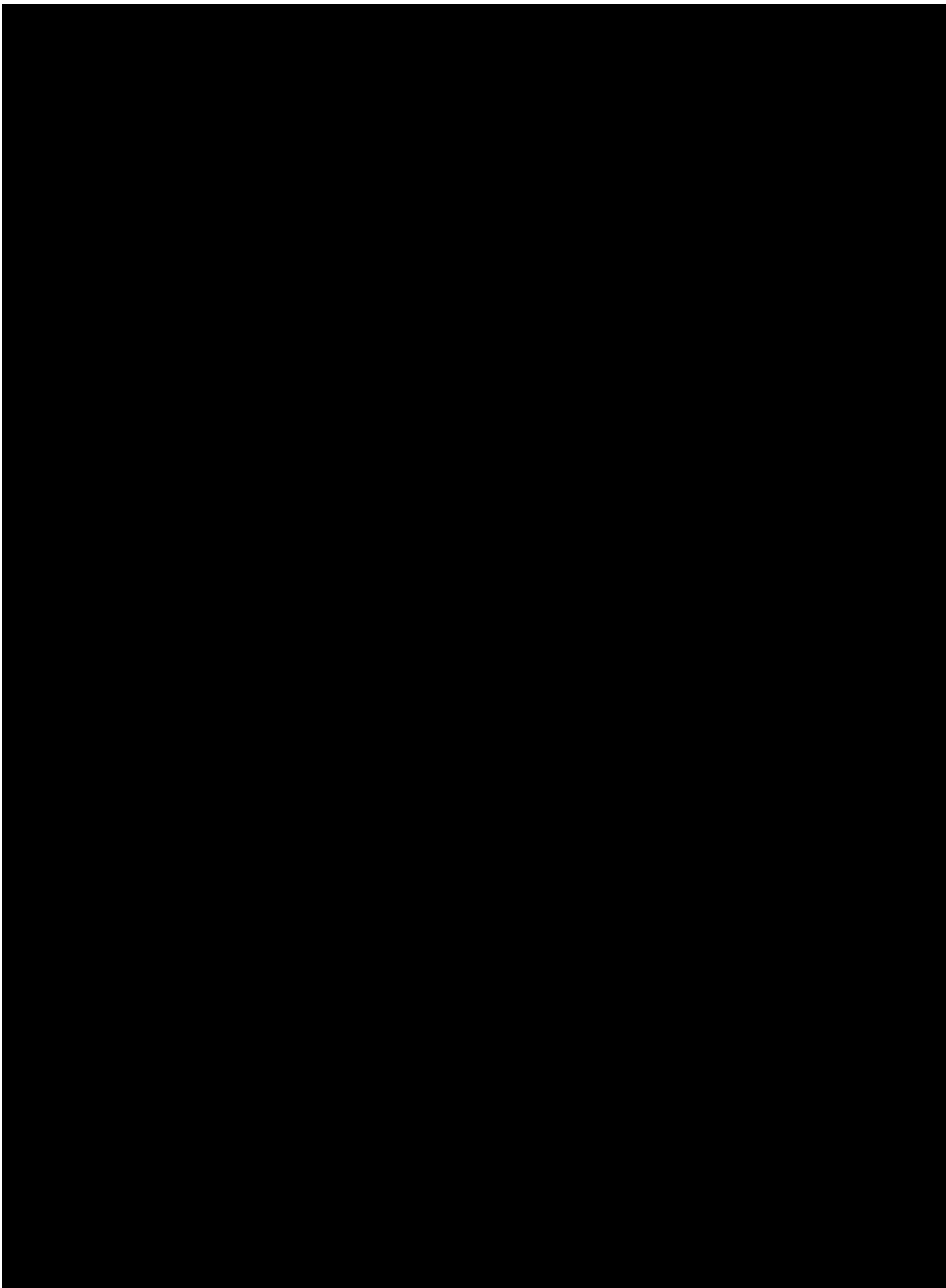
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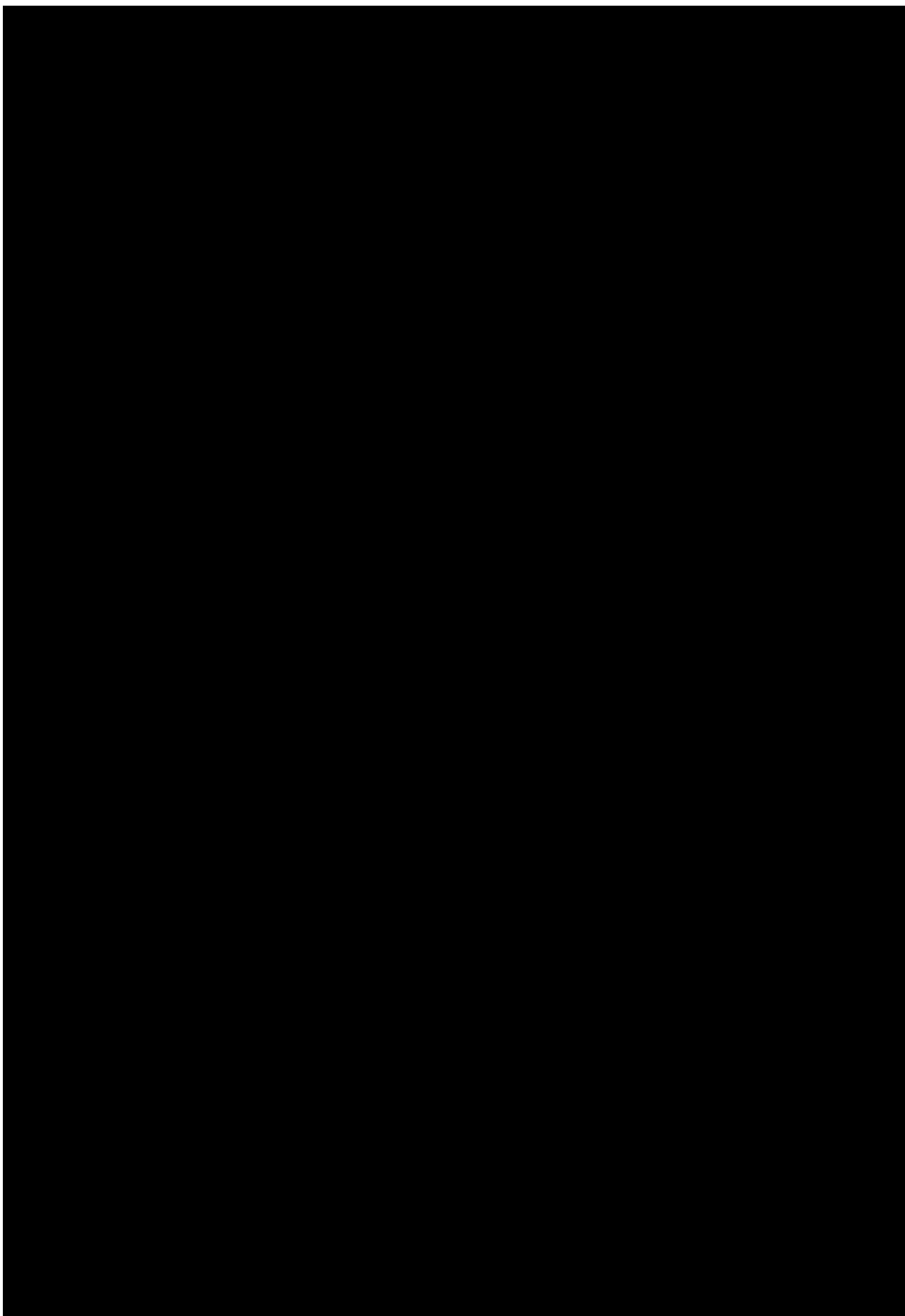
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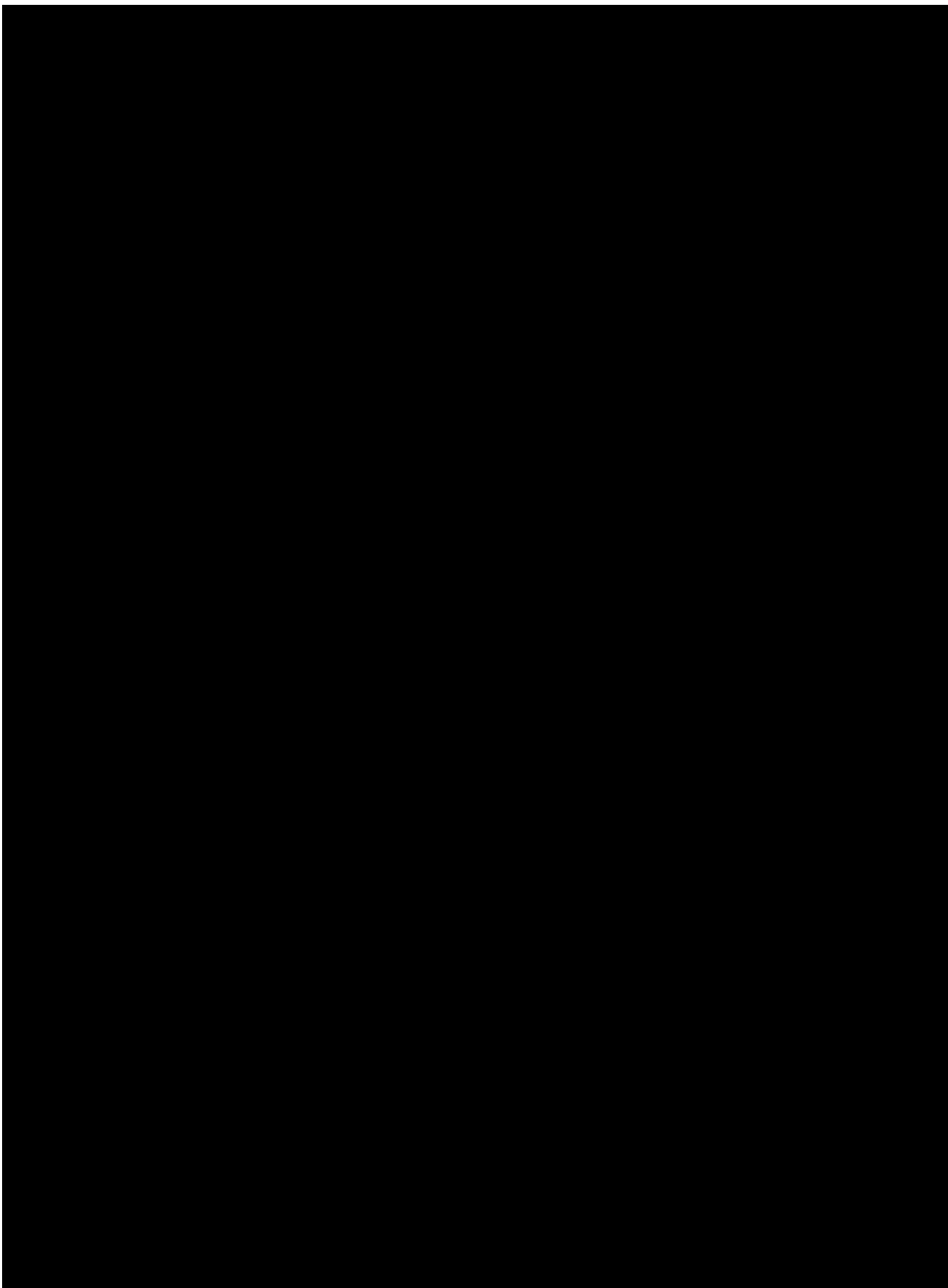
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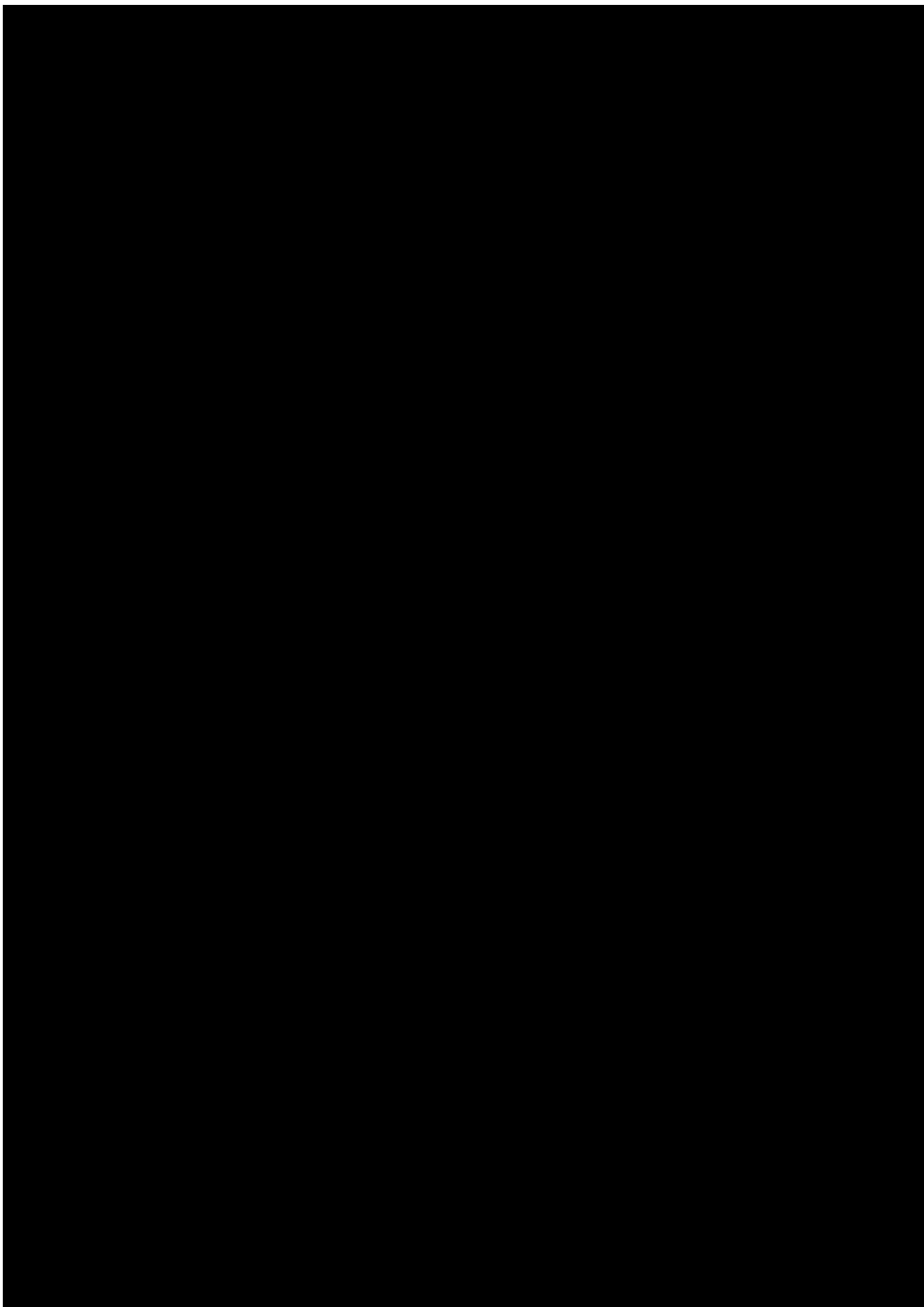
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## Joint Schedule 11 (Processing Data)

### 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;



## Joint Schedule 11 (Processing Data)

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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*);
      - (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 UK or EU unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:

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- (i) the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with 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 7 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 6 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 6 of this Joint Schedule 11 (and insofar as possible within the timescales reasonably required by the Controller) including by immediately providing:

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- (a) the Controller with full details and copies of the complaint, communication or request;
  - (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).

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 8 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 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 27 of this Joint Schedule 11.

## 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: Carol Mitchell, Head of IG, carol.mitchell5@nhs.net Mob: 07917 734195
- 1.2 The contact details of the Supplier's Data Protection Officer are: Mike Donoghue, Data Protection Officer, mike@economit.co.uk
- 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><b>The Relevant Authority is Controller and the Supplier is Processor</b></p> <p>The Parties acknowledge that in accordance with paragraph 2 to paragraph 15 and for the purposes of the Data Protection Legislation, the Relevant Authority is the Controller and the Supplier is the Processor of the following Personal Data:</p> <ul style="list-style-type: none"><li>• <i>Data provided in any sample/HR files to the supplier. Including control of the retention period of that data.</i></li></ul> <p><b>The Supplier is Controller and the Relevant Authority is Processor</b></p> <p><i>The Parties acknowledge that for the purposes of the Data Protection Legislation, the Supplier is the Controller and the Relevant Authority is the Processor in accordance with paragraph 2 to paragraph 15 of the following Personal Data:</i></p> <ul style="list-style-type: none"><li>• <i>Survey responses</i></li><li>• <i>Survey data</i></li></ul>

	<p><b>The Parties are Joint Controllers</b></p> <p><i>The Parties acknowledge that they are Joint Controllers for the purposes of the Data Protection Legislation in respect of:</i></p> <ul style="list-style-type: none"> <li>• <i>Any branding used on resulting reports</i></li> </ul> <p><b>The Parties are Independent Controllers of Personal Data</b></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"> <li>• <i>Business contact details of Supplier Personnel for which the Supplier is the Controller,</i></li> <li>• <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></li> </ul>
Duration of the Processing	01/04/23 – 31/03/26
Nature and purposes of the Processing	Collection, recording, reporting, storage of employee survey data
Type of Personal Data	Role, age, gender, type of work (e.g. bank / permanent), ethnicity, gender identity, management / supervisory responsibilities, caring responsibilities, disability,



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Categories of Data Subject	<i>NHS employees, NHS Participating organisations</i>
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	<i>In accordance with the Corporate Records Retention Policy, section 12, we will keep the reports and aggregated data reports for 10 years after completion of a given survey. The data will then be removed from the storage.</i>

## **Annex 2 - Joint Controller Agreement**

### **1. Joint Controller Status and Allocation of Responsibilities**

1.1 With respect to Personal Data under Joint Control of the Parties, the Parties envisage that they shall each be a Data Controller in respect of that Personal Data in accordance with the terms of this Annex 2 (Joint Controller Agreement) in replacement of paragraphs 2-15 of Joint Schedule 11 (Where one Party is Controller and the other Party is Processor) and paragraphs 7-27 of Joint Schedule 11 (Independent Controllers of Personal Data). Accordingly, the Parties each undertake to comply with the applicable Data Protection Legislation in respect of their Processing of such Personal Data as Data Controllers.

1.2 The Parties agree that the Supplier/Relevant Authority:

- (a) is the exclusive point of contact for Data Subjects and is responsible for all steps necessary to comply with the UK GDPR regarding the exercise by Data Subjects of their rights under the UK GDPR;
- (b) shall direct Data Subjects to its 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;
- (c) is solely responsible for the Parties' compliance with all duties to provide information to Data Subjects under Articles 13 and 14 of the UK GDPR;
- (d) is responsible for obtaining the informed consent of Data Subjects, in accordance with the UK GDPR, for Processing in connection with the Deliverables where consent is the relevant legal basis for that Processing; and
- (e) shall make available to Data Subjects the essence of this Annex (and notify them of any changes to it) concerning the allocation of responsibilities as Joint Controller and its role as exclusive point of contact, the Parties having used their best endeavours to agree the terms of that essence. This must be outlined in the Supplier's/Relevant Authority's privacy policy (which must be readily available by hyperlink or otherwise on all of its public facing services and marketing).

1.3 Notwithstanding the terms of clause 1.2, the Parties acknowledge that a Data Subject has the right to exercise their legal rights under the Data Protection Legislation as against the relevant Party as Controller.

### **2. Undertakings of both Parties**

2.1 The Supplier and the Relevant Authority each undertake that they shall:

- (a) report to the other Party every 12months on:

- (i) the volume of Data Subject Access Request (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 Legislation;
- (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,

that it has received in relation to the subject matter of the Contract during that period;

- (b) notify each other immediately if it receives any request, complaint or communication made as referred to in Clauses 2.1(a)(i) to (v);
- (c) provide the other Party with full cooperation and assistance in relation to any request, complaint or communication made as referred to in Clauses 2.1(a)(iii) to (v) to enable the other Party to comply with the relevant timescales set out in the Data Protection Legislation;
- (d) not disclose or transfer the Personal Data to any third party unless necessary for the provision of the Deliverables and, for any disclosure or transfer of Personal Data to any third party, (save where such disclosure or transfer is specifically authorised under the Contract or is required by Law) ensure consent has been obtained from the Data Subject prior to disclosing or transferring the Personal Data to the third party. For the avoidance of doubt, the third party to which Personal Data is transferred must be subject to equivalent obligations which are no less onerous than those set out in this Annex;
- (e) request from the Data Subject only the minimum information necessary to provide the Deliverables and treat such extracted information as Confidential Information;
- (f) 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;

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- (g) 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:
  - (i) are aware of and comply with their duties under this Annex 2 (Joint Controller 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; and
  - (iii) have undergone adequate training in the use, care, protection and handling of personal data as required by the applicable Data Protection Legislation;
- (h) ensure that it has in place Protective Measures as appropriate to protect against a Personal Data Breach 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;
- (i) ensure that it has the capability (whether technological or otherwise), to the extent required by Data Protection Legislation, to provide or correct or delete at the request of a Data Subject all the Personal Data relating to that Data Subject that it holds; and
- (j) ensure that it notifies the other Party as soon as it becomes aware of a Personal Data Breach.

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

### **3. Data Protection Breach**

- 3.1 Without prejudice to clause 3.2, 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:

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- (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 Legislation; and
- (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; and/or
  - (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 Breach, with complete information relating to the Personal Data Breach, including, without limitation, the information set out in Clause 3.2.

3.2 Each Party shall take all steps to restore, re-constitute and/or reconstruct any Personal Data where it has lost, damaged, destroyed, altered or corrupted as a result of a Personal Data Breach as it was that Party's own 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 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 Supplier'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.

## **4. Audit**

4.1 The Supplier shall permit:

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- (a) the Relevant Authority, or a third-party auditor acting under the Relevant Authority's direction, to conduct, at the Relevant Authority's cost, data privacy and security audits, assessments and inspections concerning the Supplier's data security and privacy procedures relating to Personal Data, its compliance with this Annex 2 and the Data Protection Legislation; and/or
- (b) the Relevant Authority, or a third-party auditor acting under the Relevant Authority's direction, access to premises at which the Personal Data is accessible or at which it is able to inspect any relevant records, including the record maintained under Article 30 UK GDPR by the Supplier so far as relevant to the Contract, and procedures, including premises under the control of any third party appointed by the Supplier to assist in the provision of the Deliverables.

4.2 The Relevant Authority may, in its sole discretion, require the Supplier to provide evidence of the Supplier's compliance with Clause 4.1 in lieu of conducting such an audit, assessment or inspection.

## **5. Impact Assessments**

5.1 The Parties shall:

- (a) provide all reasonable assistance to each other to prepare any Data Protection Impact Assessment as may be required (including provision of detailed information and assessments in relation to Processing operations, risks and measures); and
- (b) maintain full and complete records of all Processing carried out in respect of the Personal Data in connection with the Contract, in accordance with the terms of Article 30 UK GDPR.

## **6. ICO Guidance**

The Parties agree to take account of any guidance issued by the Information Commissioner and/or any relevant Central Government Body. 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 and/or any relevant Central Government Body.

## **7. Liabilities for Data Protection Breach**

7.1 If financial penalties are imposed by the Information Commissioner on either the Relevant Authority or the Supplier for a Personal Data Breach ("**Financial Penalties**") then the following shall occur:

- (a) if in the view of the Information Commissioner, the Relevant Authority is responsible for the Personal Data Breach, in that it is caused as a result of the actions or inaction of the Relevant Authority, its employees, agents, contractors (other than the Supplier) or systems and procedures controlled by the Relevant Authority, then the Relevant Authority shall be responsible for the payment of such Financial Penalties. In this case, the Relevant Authority 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 Supplier shall provide to the Relevant Authority and its third party investigators and auditors, on request and at the Supplier's reasonable cost, full cooperation and access to conduct a thorough audit of such Personal Data Breach;
  - (b) if in the view of the Information Commissioner, the Supplier is responsible for the Personal Data Breach, in that it is not a Personal Data Breach that the Relevant Authority is responsible for, then the Supplier shall be responsible for the payment of these Financial Penalties. The Supplier will provide to the Relevant Authority and its auditors, on request and at the Supplier's sole cost, full cooperation and access to conduct a thorough audit of such Personal Data Breach; or
  - (c) if no view as to responsibility is expressed by the Information Commissioner, then the Relevant Authority and the Supplier 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 the Dispute Resolution Procedure set out in Clause 34 of the Core Terms (Resolving disputes).
- 7.2 If either the Relevant Authority or the Supplier is the defendant in a legal claim brought before a court of competent jurisdiction ("Court") 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 the court to be responsible for the Personal Data Breach shall be liable for the losses arising from such Personal Data Breach. Where both Parties are liable, the liability will be apportioned between the Parties in accordance with the decision of the Court.
- 7.3 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) if the Relevant Authority is responsible for the relevant Personal Data Breach, then the Relevant Authority shall be responsible for the Claim Losses;
  - (b) if the Supplier is responsible for the relevant Personal Data Breach, then the Supplier shall be responsible for the Claim Losses: and
  - (c) if responsibility for the relevant Personal Data Breach is unclear, then the Relevant Authority and the Supplier shall be responsible for the Claim Losses equally.

- 7.4 Nothing in either clause 7.2 or clause 7.3 shall preclude the Relevant Authority and the Supplier reaching any other agreement, including by way of compromise with a third party complainant or claimant, as to the apportionment of financial responsibility for any Claim Losses as a result of a Personal Data Breach, having regard to all the circumstances of the Personal Data Breach and the legal and financial obligations of the Relevant Authority.

**8. Termination**

If the Supplier is in material Default under any of its obligations under this Annex 2 (*Joint Controller Agreement*), the Relevant Authority shall be entitled to terminate the Contract by issuing a Termination Notice to the Supplier in accordance with Clause 10 of the Core Terms (*Ending the contract*).

**9. Sub-Processing**

- 9.1 In respect of any Processing of Personal Data performed by a third party on behalf of a Party, that Party shall:
- (a) carry out adequate due diligence on such third party to ensure that it is capable of providing the level of protection for the Personal Data as is required by the Contract, and provide evidence of such due diligence to the other Party where reasonably requested; and
  - (b) ensure that a suitable agreement is in place with the third party as required under applicable Data Protection Legislation.

**10. Data Retention**

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 necessary for them to retain such Personal Data under applicable Data Protection Legislation and their privacy policy (save to the extent (and for the limited period) that such information needs to be retained by the a Party for statutory compliance purposes or as otherwise required by the Contract), and taking all further actions as may be necessary to ensure its compliance with Data Protection Legislation and its privacy policy.



Signed on behalf of the Supplier

Signed on behalf of the Buyer