

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

### Order Form

CALL-OFF REFERENCE:	GSS23676
THE BUYER:	UK Research and Innovation
Oscar Number	PS18244
BUYER ADDRESS	Polaris House, North Star Avenue, Swindon, SN2 1FL
THE SUPPLIER:	Reed Specialist Recruitment Limited
SUPPLIER ADDRESS:	Milford Wing, Station Square, One Gloucester Street, Swindon, SN1 1GW
DUNS NUMBER:	211642883
SID4GOV ID:	N/A

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

If an electronic purchasing system is used instead of signing as a hard-copy, text below must be copied into the electronic order form **starting from 'APPLICABLE FRAMEWORK CONTRACT' and up to, but not including, the Signature block.**

#### APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables [REDACTED]

It's issued under the Framework Contract with the reference number RM6277 for the provision of Non Clinical Staff.

#### CALL-OFF LOT(S):

Lot 1: Admin & Clerical

## CALL-OFF INCORPORATED TERMS

This is a Bronze Contract.

The following documents are incorporated into this Call-Off 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.
2. Joint Schedule 1 (Definitions and Interpretation) RM6277
3. The following Schedules in equal order of precedence:
  - Joint Schedules for RM6277
    - Joint Schedule 2 (Variation Form)
    - Joint Schedule 3 (Insurance Requirements)
    - Joint Schedule 4 (Commercially Sensitive Information)
    - Joint Schedule 7 (Financial Difficulties including Annex 5 Optional Terms for Bronze Contracts)
    - Joint Schedule 10 (Rectification Plan)
    - Joint Schedule 11 (Processing Data)
  - Call-Off Schedules for RM6277
    - Call-Off Schedule 2 (Staff Transfer) - Part C and E apply
4. CCS Core Terms (version 3.0.11)
5. Joint Schedule 5 (Corporate Social Responsibility) RM6277

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

### CALL-OFF START DATE:

19/07/2023

### CALL-OFF EXPIRY DATE:

19/03/2024

### CALL-OFF DELIVERABLES

The provision of Non-Clinical Temporary staff

<b>ASSIGNMENT:</b>	Temporary Assignment
<b>NUMBER OF ROLES REQUIRED:</b>	1
<b>JOB ROLE/TITLE:</b>	Administrator [REDACTED]
<b>AGENDA FOR CHANGE PAY BAND: (use rate card to determine this)</b>	B
<b>FEE TYPE:</b>	Fee Type 2: Non-Patient Facing (Disclosure required)
<b>DBS REQUIRED</b>	Basic

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(FEE TYPE 1 AND 2 ONLY)	
<b>TEMPORARY WORK-SEEKERS COMPLIANCE REQUIREMENTS)</b> State any other required clearance and/or background checking	Temporary Work-Seekers in Central Government will be checked to Baseline Personnel Security Standard plus any additional checks detailed below. None
<b>PHOTO ID BADGE</b>	For the avoidance of doubt the Photo ID Badge in compliance with Framework Schedule 1 (Specification) Clause 7.26 shall be provided by the Contracting Authority.
<b>ENGAGEMENT OF TEMPORARY WORK-SEEKER</b>	For the avoidance of doubt Joint Schedule 1 (Definitions) Clause 1.4 "Temporary Work-Seeker" shall apply "b) Any worker supplied to a Contracting Authority under this Framework Contract on a temporary basis, by a Supplier acting as an Employment Business, being a person who carries on business of their own account, through a limited company or otherwise and who works under supervision and direction of <u>the Contracting Authority</u> ". Notwithstanding anything under this Agreement to the contrary, the manner in which a Temporary Work-Seeker engaged by the Supplier under a contract for services via a personal service company ("PSC"), provides the services during the Assignment, shall not be under or subject to the supervision, direction or control of the Contracting Authority or Supplier. For the avoidance of doubt, the Contracting Authority shall remain responsible for the PSC whilst on Assignment.

### GDPR POSITION

Independent Controller

The Parties acknowledge that for the purposes of the Data Protection Legislation, under these Call Off Terms the Parties are independent Data Controllers of Personal Data. For the avoidance of doubt, Joint Schedule 11 Clauses 3 – 17 shall not apply.

### MAXIMUM LIABILITY

The limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the Core Terms, as varied by the Framework Award Form.

### CALL-OFF CHARGES

Charges as per the Framework Agreement. Discounts under Framework Schedule 1 Clause 13.24 and 13.25 will only be discounted to standard Framework Agreement Charges.

	<b>AWR Compliant</b>
<b>Pay to Worker</b>	
<b>Total Charge</b>	

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The total contract value shall not exceed  
£19,175.94 excluding VAT as per the  
breakdown below:

■ Working Days @ ■ ex VAT =  
£19,175.94 ex VAT

It is the viewpoint of the Contracting  
Authority that the job role above is in scope  
of the intermediaries legislation (IR35).

All workers are subject to 5 working days'  
notice period.

For the avoidance of doubt, the Supplier shall be entitled to increase the rates charged to the Contracting Authority at any time including, but not limited to, statutory changes brought about as a result of the Agency Workers Regulations 2010, Pension, Apprentice Levy and changes to the Working Time Directive and National Insurance contributions.

The Parties agree that for the fulfilment of Framework Schedule 1 (Specification) Clause 12.2 it is sufficient where the Supplier will show the Charges and hours worked on each invoice issued.

## **PAYMENT METHOD**

Approval of a timesheet by the Contracting Authority will constitute acceptance. Electronic Invoices will be issued weekly in arrears and the Contracting Authority shall pay the supplier within thirty (30) calendar days upon receipt and acceptance of a valid invoice. Invoice to include purchase order number and contract reference.

For the avoidance of doubt the Parties agree that Core Terms Clause 4.11 does not prevent the Supplier from raising genuine queries in relation to invoices or from working with CCS or the Contracting Authority to resolve invoicing issues.

The Contracting Authority confirms that the pay to the Temporary Worker will reflect the comparator rate under AWR and full holiday entitlement from day 1 of the assignment of 40.5 days including bank holidays.

## **BUYER'S INVOICE ADDRESS:**

■

## **BUYER'S AUTHORISED REPRESENTATIVE**

■  
■  
■  
■



## 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:



1.2 The contact details of the Supplier's Data Protection Officer are:



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 3 to paragraph 16 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>Personal Data held in relation to the performance of Temporary Worker compliance checks as detailed in paragraph 6 of Framework Schedule 1 (Specification).</li> </ul> <p><b>The Parties are Independent Controllers of Personal Data</b></p> <p>The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of:</p> <ul style="list-style-type: none"> <li>Business contact details of Supplier Personnel for which the Supplier is the Controller,</li> </ul>

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	<ul style="list-style-type: none"> <li>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,</li> <li>The scope of other Personal Data provided by one Party who is Controller to the other Party who will separately determine the nature and purposes of its Processing the Personal Data on receipt e.g. where (1) the Supplier has professional or regulatory obligations in respect of Personal Data received, (2) a standardised service is such that the Relevant Authority cannot dictate the way in which Personal Data is processed by the Supplier, or (3) where the Supplier comes to the transaction with Personal Data for which it is already Controller for use by the Relevant Authority</li> </ul>
Duration of the Processing	<p>Personal Data shall not be retained or processed for longer than is necessary to perform each Party's respective obligations under the Contract. The Supplier is required to exercise its regulatory and/or legal obligations in respect of Personal Data.</p> <p>The Authority may request access to Personal Data relating to performance of Temporary Worker compliance checks as detailed in paragraph 6 of Framework Schedule 1 (Specification) up to one (1) year after the end of an Assignment in order to perform its duties under paragraph 20 of Framework Schedule 1 (Specification).</p>
Nature and purposes of the Processing	<p>For all Assignments placed under the terms of the Framework Contract, Personal Data pertaining to the Temporary Worker will be collected, validated and retained by the Supplier in order to meet the Relevant Authorities specification with regards to the performance of Worker Compliance checks. For NHS Contracting Authorities such checks will be conducted in accordance with the NHS Employers Check Standards (see paragraph 6 of Framework Schedule 1).</p> <p>All Buyers have the right to request access to files containing Personal Data on Temporary Workers in order to assure that Temporary Worker compliance checks are conducted in accordance with their local policy and Framework Schedule 1 (Specification).</p>

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	<p>The Authority may request, under the terms of this Framework Contract, access to files containing Personal Data on Temporary Workers deployed to Buyers in the NHS in order to perform its duties in providing a Temporary Worker compliance Audit function (see paragraph 20 of Framework Schedule 1). This may be conducted by a third party nominated by the Authority and provisions for processing Personal Data by the third party are to be no less onerous than those outlined in this Framework Contract. This Processing is required under the Conduct of Employment Agencies and Employment Businesses Regulations 2003 and NHS England policy relating to vetting of all workers.</p> <p>The Parties may retain business contacts for Supplier and Authority personnel for the purposes of the routine management of the Framework Contract.</p>
<p>Type of Personal Data</p>	<p>Personal Data to be processed in relation to the performance of Temporary Worker compliance checks as detailed in paragraph 6 of Framework Schedule 1 (Specification) shall include:</p> <ul style="list-style-type: none"> <li>● Identity checks</li> <li>● Right to work checks</li> <li>● Criminal record checks</li> <li>● professional registration checks</li> <li>● employment history and reference checks</li> <li>● workers health assessments</li> <li>● English language competency</li> <li>● statutory and mandatory training</li> <li>● appraisals and revalidation</li> <li>● umbrella company information</li> </ul> <p>This could include Processing of the following Personal Data - please note this list is not exhaustive:</p>

**Framework Schedule 6 (Short Order Form Template and Call-Off Schedules)**  
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	<ul style="list-style-type: none"> <li>• Temporary Worker name and surname</li> <li>• Temporary Worker home address</li> <li>• Temporary Worker email address</li> <li>• Copies of Temporary Worker ID documents such as Passport, driving licence, ID card</li> <li>• Temporary Worker location data</li> <li>• Temporary Worker race or ethnic origin</li> <li>• Temporary Worker genetic data, biometric, data concerning health</li> <li>• Temporary Worker criminal history</li> <li>• Temporary Worker professional qualifications</li> </ul> <p>Other Processing for the purposes of routine framework management may require Processing of the following types of Personal Data:</p> <ul style="list-style-type: none"> <li>• Customer contact details including email addresses and phone numbers</li> <li>• Supplier contact details including email addresses and phone numbers</li> </ul>
Categories of Data Subject	<p>Categories of Data Subject include:</p> <ul style="list-style-type: none"> <li>• Temporary Workers</li> <li>• Supplier staff</li> <li>• Buyer staff</li> </ul>
<p>Plan for return and destruction of the data once the Processing is complete</p> <p>UNLESS requirement under Union or Member State law to preserve that type of data</p>	<p>Personal Data shall not be retained or processed for longer than is necessary to perform each Party's respective obligations under the Contract. The Supplier is required to exercise its regulatory and/or legal obligations in respect of Personal Data.</p> <p>The Parties will have and maintain privacy policies for the management of Personal Data under the applicable Data Protection Legislation and, plans for destruction of data once the Processing is complete.</p> <p>The Parties agree to erase Personal Data from any computers, storage devices and storage media that are to be retained, and to</p>