

CONTRACT ORDER FORM

This Contract Order Form is issued in accordance with the provisions of the Apprenticeship Training Provider Dynamic Marketplace (DMP) CCS RM6102 Framework Agreement for the provision of **Apprenticeship Training Services**. Dated.

The Supplier agrees to supply the Goods and/or Services specified below on and subject to the terms of this Contract.

For the avoidance of doubt this Contract consists of the terms set out in this Contract Order Form and the Contract Terms

Order Number	
From	The Health and Social Care Information Centre (known as NHS Digital) of 7 – 8 Wellington Place, Leeds, LS1 4AP (“Customer”)
To	Paragon Education and Skills Limited (“Supplier”)

1. CONTRACT PERIOD

1.1	Commencement Date	4 th October 2021
1.2	Expiry Date (Apprenticeship programme completion date / End Point Assessment completion date)	3 rd April 2024 (2.5 Year course)

2. SERVICES REQUIRED

2.1	Services Required. APPRENTICESHIP TRAINING PROVIDER SERVICES / END POINT ASSESSOR SERVICES / BOTH. LOCATION APPRENTICESHIP TYPE AND SPECIFIC APPLICABLE INSTITUTE FOR APPRENTICESHIPS STANDARD NUMBER OF STUDENTS CLASS BASED	Apprenticeship training for [REDACTED] Operations Manager (level 5) Paragon Education and Skills Limited Online Operations Manager (level 5) [REDACTED] Online
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	ADDITIONAL SERVICES	
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3. CONTRACT PERFORMANCE

3.1	Required Apprenticeship Standard	Operations Manager (level 5)
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3.1	Quality Standards	Continued adherence to the relevant Institute for Apprenticeships industry standard. (www.instituteforapprenticeships.org/) Maintained ESFA registration and accreditation. General industry good practice
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4. PAYMENT

4.1	Contract Charges	[Auto-populate price from catalogue] Contract Charges = £7,000 total of all charges [REDACTED] Contract Charges comprises: [REDACTED] Total Contract Charge = £7,000
4.2	Payment terms/Profile	Payment to be made in accordance with the current in force ESFA funding rules. Further additional terms in Annex 2 of Contract Schedule 3
4.3	Customer billing address	Any queries regarding outstanding payments should be directed to the Customer's Accounts Payable section by email at Sbs-w.payables@nhs.net . Invoices should clearly quote the purchase order number, be addressed to NHS Digital, T56 Payables A125, Phoenix House, Topcliffe Lane, Wakefield, WF3 1WE and be sent as a PDF attachment by email to the following email address; sbs.invoicing@nhs.net (one invoice per PDF) and emails must not exceed 10Mb and quote, 'T56 Invoice Scanning' in subject line or alternatively invoices can be sent via post to the above address.

5. LIABILITY AND INSURANCE

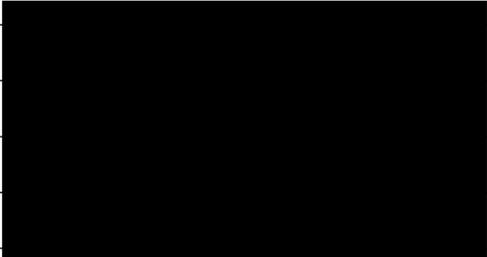
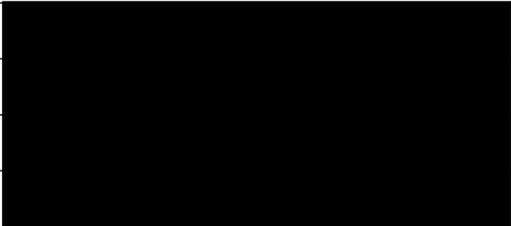
5.1	Suppliers limitation of Liability	In Clause 25 of the Contract Terms
5.2	Insurance	(Clause 26 of the Contract Terms): Professional Indemnity Insurance cover of £1 million any one claim. Public Liability Insurance cover of £1 million any one claim. Employers Liability insurance cover of £5 million any one claim.

6. OTHER CALL OFF REQUIREMENTS

The Parties agree to the inclusion or amendment of the following clauses in the Call Off Contract:

1. Notices

For the purposes of Clause 44.6, the address and email address of each Party to be specified in the Contract Order Form shall be as follows:

For the Customer:	Name:		
	Title:		
	Email:		
	Phone:		
A concurrent copy of any Notices sent to Buyer should also be directed to NHSDcommercial@nhs.net			
For the Supplier	Name:		
	Title:		
	Email:		
	Phone:		

2. New Clauses 14.15 to 14.19 shall be added as follows:

IR35

14.15 This Call Off Contract constitutes a contract for the provision of goods and/or services. Where the Supplier (or its Sub-Contractors) have included one or more people that are non-permanent members of staff

that are not on the Supplier's (or its Sub-Contractors) payroll ("**Contractor(s)**") to fulfil its service obligations under this Call Off Contract, the Supplier shall be fully responsible for and shall indemnify the Customer for:

- (a) any proceedings, claims or demands by any third party (including specifically, but without limitation, HMRC and any successor, equivalent or related body pursuant to the IR35 legislation and/or any of the provisions of Income Tax Regulations);
- (b) any income tax, National Insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made in connection with either the performance of the services or any payment or benefit received by the Contractor in respect of the services, where such recovery is not prohibited by law; and
- (c) all reasonable costs, expenses and any penalty, fine or interest incurred or payable by the Customer in connection with or in consequence of any such liability, deduction, contribution, assessment or claim.

14.16 The Customer may at its option satisfy such indemnity (in whole or in part) by way of deduction from payments due to the Supplier.

14.17 The Supplier warrants that it is not, nor will it prior to the cessation of this Call Off Contract, become a managed service company, within the meaning of section 61B of the Income Tax (Earnings and Pensions) Act 2003.

14.18 The Supplier shall monitor the provision of the services and notify the Customer where it considers that the activity of the Customer may impact the Suppliers' (or its Sub-Contractors) IR35 assessment in relation to the Contractors.

14.19 The Customer may at its option satisfy such indemnity (in whole or in part) by way of deduction from payments due to the Supplier.

3. *New Clauses 16.5 to 16.9 shall be added as follows:*

Supplier Personnel

16.5 Each member of the Supplier Personnel shall be subject to pre-employment checks that include, as a minimum: verification of identity, employment history, unspent criminal convictions and right to work, as detailed in the HMG Baseline Personnel Security Standard (<https://www.gov.uk/government/publications/government-baseline-personnel-security-standard>), as may be amended or replaced by the Government from time to time.

16.6 The Supplier shall agree on a case-by-case basis which Supplier Personnel roles which require specific government National Security Vetting clearances (such as 'SC') including system administrators with privileged access to IT systems which store or process Customer Data.

16.7 The Supplier shall prevent Supplier Personnel who have not yet received or are unable to obtain the security clearances required by this clause from accessing systems which store, process, or are used to manage Customer Data, or from accessing Customer premises, except where agreed with the Customer in writing.

16.8 All Supplier Personnel that have the ability to access Customer Data or systems holding Customer Data shall undergo regular training on secure information management principles. Unless otherwise agreed with the Customer in writing, this training must be undertaken annually.

16.9 Where Supplier Personnel are granted the ability to access Customer Data or systems holding Customer Data, those Supplier Personnel shall be granted only those permissions necessary for them to carry out their duties. When staff no longer need such access or leave the organisation, their access rights shall be revoked within one (1) Working Day.

4. *Clause 19.1, 19.2, 19.3 and 19.5 of the Call Off Terms shall be deleted and replaced with the following:*

Licence to occupy Customer Premises

19.1 The Supplier shall be allowed access to the Customer's Premises as is necessary to enable it to perform its obligations under this Contract subject to the

Approval and the Supplier shall co-operate (and ensure that the Supplier Personnel co-operate) with such other persons working concurrently on such Customer Premises as the Customer may reasonably request.

Clause 19.6 of the Call Off Terms shall be renumbered as 19.2 and clause 19.7 of the Call Off Terms as 19.3.

5. Data Protection

The content and table under Contract Schedule 7: Processing Personal Data and Data Subjects shall be deleted in its entirety and replaced with the following new Schedule 7:

This Schedule 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 Schedule shall be with the Controller at its absolute discretion.

1. The contact details of the Controller's Data Protection Officer are: [REDACTED]
2. The contact details of the Processor's Data Protection Officer are: [REDACTED]
3. The Processor shall comply with any further written instructions with respect to processing by the Controller.
4. Any such further instructions shall be incorporated into this Schedule.

Description	Details
Identity of the Controller and Processor	The Parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Controller and the Contractor is the Processor in accordance with Clause 23.25.
Subject matter of the processing	The Processing is needed to ensure that the Supplier can deliver apprenticeship training to a trainee employed by NHS Digital and liaise with NHS Digital about the progress of the trainee.
Duration of the processing	The Processing will continue for the duration of the particular apprenticeship including any agreed extensions determined at the time of Call Off. In all cases Processing would cease on the successful completion of the trainee's End Point

	Assessment or in the event that the trainee withdraws from the apprenticeship.
Nature and purposes of the processing	<p>NHS Digital will provide the Supplier with the name, DOB and email contact details for the trainees it wishes the Supplier to enrol. The Supplier will then register the trainees in a cohort on the Digital Apprenticeship Service and NHS Digital will then approve the use of Levy funds to enable the apprenticeship.</p> <p>During the provision of apprenticeship trainee, the Supplier will provide information to NHS Digital on the attendance and progress of the trainees (see the Transparency Reports at Contract Schedule 9, below). This will be used to manage the performance of the Contract and to address any issues with the progress of the trainee in relation to their contract of employment such as requiring it to be extended to allow completion of the apprenticeship.</p> <p>At the end of the apprenticeship the Supplier will need to engage an Independent End Point Assessor and will provide this assessor with details of the candidate.</p>
Type of Personal Data being Processed	Trainee name, DOB, contact details including email and/or telephone number.
Categories of Data Subject	Trainees who are employees of NHS Digital.
<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>On completion of the Processing the data is retained by the Education and Skills Funding agency, its destruction processes are identified within its <u>privacy agreement</u> at https://www.gov.uk/government/publications/esfa-privacy-notice/education-and-skills-funding-agency-privacy-notice-may-2018#how-long-we-will-keep-your-personal-information</p> <p>The Suppliers must comply with ESFA instructions on retention and data destruction.</p>

The following additional clause 23.28 d) 5. shall be inserted into the Data Protection provisions of the Contract:

23.28 d) 5. in respect of any processing in, or transfer of Personal Data to, any Restricted Country permitted in accordance with this Clause 23.28 d), the Processor shall, when requested by the Controller, promptly enter into an agreement with the Controller or any service recipient including or on such provisions as the Standard Contractual Clauses and/or such variation as a regulator or the Controller might require which terms shall, in the event of any conflict, take precedence over those in this Clause 23.28, and the Processor shall comply with any reasonable instructions notified to it in advance by the Controller with respect to the transfer of the Personal Data;

The following additional clauses shall be inserted into the Data Protection provisions of the Contract.

23.40 Both the Controller and the Processor shall comply with their respective obligations under the GDPR in relation to this Contract, including by adhering to any relevant codes of conduct published pursuant to Article 40 of the GDPR.

23.41 If following the date of this Contract, the UK ceases to be a Member State of the European Union, then the Customer may require the Supplier to take such further reasonable actions, or enter into such further contractual terms, in each case as necessary to take account of these developments.

23.42 The Supplier shall at all times during and after the expiry of the Contract, indemnify the Customer and keep the Customer indemnified against all losses, damages, costs or expenses and other liabilities (including legal fees) incurred by, awarded against or agreed to be paid by the Customer arising from any breach of the Supplier's obligations under the Data Protection provisions of this Contract (under clauses 23.25-23.41 inclusive).

6. *A new clause 35.9 shall be added as follows:*

Corporate Social Responsibility

35.9 The Customer applies corporate and social responsibility values to its business operations and activities which are consistent with the Government's corporate social responsibility policies, including, without limitation, those policies relating to anti-bribery and corruption, health and safety, the environment and sustainable development, equality and diversity. The Supplier represents and warrants that its

provision of these Goods and/or Services complies with the CSR credentials. The Supplier shall notify the Customer in the event that it becomes aware at any time that its provision of Goods and/or Services is in breach of any Law.

7. *A new clause 35.10 shall be added as follows:*

Modern Slavery

35.10 The Supplier represents and warrants that at the Call Off Commencement Date neither the Supplier, nor any of its officers and employees:

- (a) have been convicted of any offence involving slavery and human trafficking; and
- (b) having made reasonable enquiries, so far as it is aware, have been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence of or in connection with slavery and human trafficking.

35.11 The Supplier shall implement due diligence procedures for its Sub-Contractors and other participants in its supply chains, to ensure that there is no slavery or human trafficking in its supply chains.

35.12 The Supplier shall prepare and deliver to the Customer each year, an annual slavery and human trafficking report setting out the steps it has taken to ensure that slavery and human trafficking is not taking place in any of its supply chains or in any part of its business.

8. Assignment and Novation

A new clause 36.2(d) shall be added as follows:

- (d) to the Department of Health, NHS England, NHSX and / or any Central Government Body, or any other public or private sector body which substantially performs the relevant functions of the Customer,

9. *A new clause 47 shall be added as follows:*

47 EXECUTION AND COUNTERPARTS

47.1 This Call Off Contract may be executed in any number of counterparts (including by electronic transmission), each of which when executed shall constitute an original but all counterparts together shall constitute one and the same instrument.

10. Annex 1: The Services

A new paragraph 2.1 shall be added as follows:

2.1 In the event that an Apprentice is required to resit or retake for qualifications or End-Point Assessment required by the Approved Apprenticeship Standard, the Supplier shall, or in the event the Supplier is not providing apprenticeship training provider services, then the Supplier shall ensure that the Training Provider shall, notify the Customer in writing, within fourteen (14) Working Days of the Contract Commencement Date, of any additional costs payable by the Customer, including the time frame and requirements, arising from any resit(s) or retake(s) by an Apprentice.

11. Transparency Reports

The table under Contract Schedule 9: Transparency Reports shall be deleted in its entirety and replaced with the following new table:

List of Transparency Reports

Title	Content	Format	Frequency
Provider Performance	Learner Satisfaction from ESFA	Online dashboard	Every month
	Employer Satisfaction from ESFA	Online dashboard	Every month
	Apprenticeship Achievement Rate from ESFA	Online dashboard	Every month
Call off Contract Charges	N/A	N/A	N/A
Learner Performance	Learner Progress to End Point Assessment including assignment and assessment scores	Online dashboard or in discussion with Talent Coach or Tutor	Every month, or upon request
	Learner attendance	Online dashboard or in discussion	Every month, or upon request

		with Talent Coach or Tutor	
	Learner satisfaction	Online dashboard or in discussion with Talent Coach or Tutor	Every month, or upon request

12. Definitions

For the purposes of incorporation of Schedule 1 – Definitions and Interpretation of the Contract, the following definitions shall be added (and where such terms are already defined, such definitions shall be replaced with the corresponding definitions below):

"Apprentice"	means a person who works under an Apprenticeship Agreement entered into with the Customer;
"Apprenticeship Agreement"	means (a) an approved English apprenticeship agreement; or (b) an apprenticeship agreement within the meaning given in section 32 or section A1(4) of the Apprenticeship, Skills, Children and Learning Act 2009 as it applies in relation to England;
"Approved Apprenticeship Standard"	has the meaning given in section A1 of the Apprenticeships, Skills, Children and Learning Act 2009;
"Controller" or "Data Controller"	has the meaning given to it in the Data Protection Legislation;
"Data Protection Legislation"	means applicable legislation protecting the fundamental rights and freedoms of individuals, in respect of their right to privacy and the processing of their personal data, as amended from time to time, including Regulation (EU) 2016/679, 'the General Data Protection Regulation' ("GDPR") and the Data Protection Act 2018 and the Privacy and Electronic Communications Regulations 2003, together with decisions, guidelines, guidance notes and codes of practice issued from time to time by courts, data protection authorities and other applicable Government authorities;
"End-Point Assessment"	means the assessment (and any results of that assessment) of the Apprentice's knowledge, skills and behaviours carried out by an End-Point Assessment Organisation at the end of the training

	and on-programme assessment, to confirm that the Apprentice has met the requirements of any relevant Approved Apprenticeship Standard;
"End-Point Assessment Organisation"	means any organisation on the Register of End-Point Assessment Organisations which is selected by the Supplier and contracted by either the Supplier or a Training Provider to carry out End-Point Assessment;
"Personal Data"	has the meaning given to it in the Data Protection Legislation, and applies to personal data which is Processed by the Supplier or any Sub-Contractor on behalf of the Customer or a Central Government Body pursuant to or in connection with the Contract;
"Personal Data Breach"	means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data transmitted, stored or otherwise Processed;
"Process"	has the meaning given to it in the Data Protection Legislation, and "Processed" and "Processing" shall be construed accordingly;
"Processor" or "Data Processor"	has the meaning given to it in the Data Protection Laws;
"Restricted Country"	means any country which is not (i) a member of the European Economic Area; (ii) the United Kingdom; (iii) deemed adequate by the European Commission pursuant to article 25(6) of Directive 95/46/EC or article 45(3) of the General Data Protection Regulation;
"Standard Contractual Clauses"	means the standard contractual clauses for the transfer of personal data to processors established in third countries which do not ensure an adequate level of protection as set out in Commission Decision C (2010) 593 and reference to the standard contractual clauses shall be to the clauses as updated, amended, replaced or superseded from time to time by the European Commission;
"Training Provider"	means the organisations on the Register of Apprenticeship Training Providers and appointed by the Supplier and/or holding a current funding agreement with ESFA or contracted through a main provider for delivery of training and on-

programme assessment, as part of the Customer's agreed apprenticeship programme;

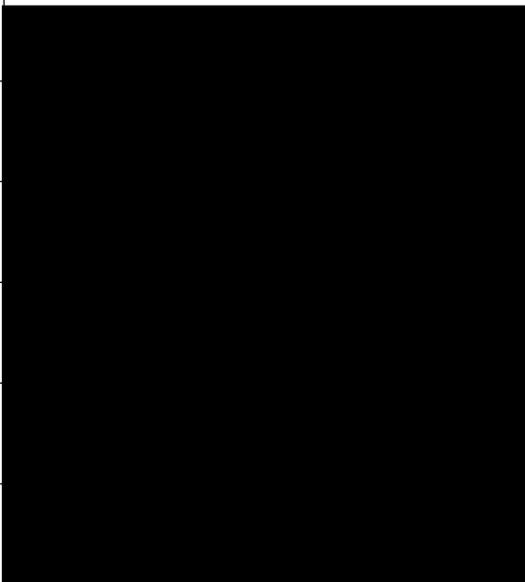
FORMATION OF CONTRACT

By signing and completing this Contract Order Form the Supplier and the Customer agree to enter into a binding contract governed by the terms of this Contract Order Form and the attached terms and conditions of the CCS RM6102 Framework Agreement.

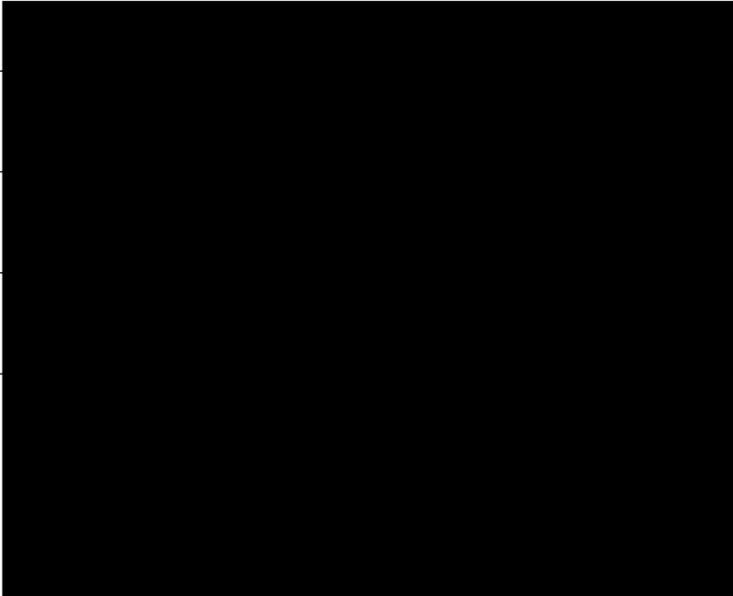
[Apprenticeship Training Dynamic Marketplace DPS - CCS \(crowncommercial.gov.uk\)](http://crowncommercial.gov.uk)

The individuals set out below shall execute this Contract, on behalf of the Customer and the Supplier, either using a manuscript signature or an electronic signature. A manuscript signature shall be placed in the execution block below, an electronic signature shall be evidenced in an execution block to be attached as the final page of this Call Off Contract:

For and on behalf of the Supplier:

Name of individual signing:		
Title:		
Email:		
Signatories:		
Signature:		
Date:		

For and on behalf of the Customer:

Name of individual signing:		
Title:		
Email:		
Signatories:		

Signature:

Date: