

LSRS313/ C Lived Experience Engagement and Qualitative Insights DPS Schedule 6 (Order Form and Order Schedules)

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DPS Schedule 6 (Order Form Template and Order Schedules)

Order Form

ORDER REFERENCE: **LSRS313 Project C218553 Contract C229345 Lived Experience Engagement and Qualitative Insights**

THE BUYER: UK Health Security Agency acting as agents
Secretary of State for Health and Social Care
acting as part of the Crown

BUYER ADDRESS 10 South Colonnade London E14 4PU

THE SUPPLIER: EPIC Consultants Ltd

SUPPLIER ADDRESS: Unit 2a Centre Court, First Floor,
Sir Thomas Longley Road,
Medway City Estate,
Rochester,
ME2 4BQ

REGISTRATION NUMBER: 13980532

DUNS NUMBER: 228765844

DPS SUPPLIER REGISTRATION SERVICE ID: Not Known

START DATE: 6th December 2023 or The date on which the last party signs

APPLICABLE DPS CONTRACT

This Order Form is for the provision of the Deliverables and dated 4th December. It's issued under the DPS Contract with the reference number **RM6126 Research and Insights Contract C229345** for the provision of Lived Experience Engagement and Qualitative Insights Engagement.

DPS FILTER CATEGORY(IES):

Subject area:

Health Public services

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- Public Health
- Homelessness
- Social exclusion
- Vaccination programmes

Research method:

- *Data collection:* Mixed method qual & quant, face to face, Online
- *Data Collection (qualitative specific):* Co-Creation / Co-Design, Focus group discussions

Target participants:

Place of residence:

- Homeless
- Deprived Communities

Socio-economic:

- LGBTQ+
- Gypsy
- Roma

Specialist groups:

- Asylum seekers / refugees
- Hidden / hard to reach / socially excluded / vulnerable populations
- Offenders / young offenders / ex-offenders

Location: England

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) **RM6126 Research and Insights**
3. DPS Special Terms: Not Used
4. The following Schedules in equal order of precedence:
 - Joint Schedules for RM6126 Research and Insights
 - Joint Schedule 2 (Variation Form)
 - Joint Schedule 3 (Insurance Requirements)
 - Joint Schedule 4 (Commercially Sensitive Information)
 - Joint Schedule 6 (Key Subcontractors)

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- [Joint Schedule 7 (Financial Difficulties) Not Used
 - [Joint Schedule 8 (Guarantee) Not Used
 - Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data) **with additional Data security Annex 1B**
 - Joint Schedule 12 (Supply Chain Visibility)
 - Order Schedules for **C229345** Lived Experience engagement and Qualitative Insights
 - Order Schedule 1 (Transparency Reports)
 - Order Schedule 2 (Staff Transfer)
 - Order Schedule 3 (Continuous Improvement)
 - Order Schedule 5 (Pricing Details) Price Schedule and Bid
 - Order Schedule 7 (Key Supplier Staff)
 - Order Schedule 8 (Business Continuity and Disaster Recovery Not Used
 - Order Schedule 9 (Security)
 - Order Schedule 10 (Exit Management) Not Used
 - Order Schedule 12 (Clustering) Not Used
 - [Order Schedule 14 (Service Levels) Not Used
 - Order Schedule 15 (Order Contract Management)
 - Order Schedule 16 (Benchmarking)
 - [Order Schedule 18 (Background Checks) Not Used
 - Order Schedule 20 (Order Specification) as per Tender Specification
5. CCS Core Terms (DPS version) v1.0.3
6. Joint Schedule 5 (Corporate Social Responsibility) **RM6126 Research and Insights**
7. Order Schedule 4 (Order Tender)

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

None

ORDER START DATE: December 6th or the date on which the last party signs

ORDER EXPIRY DATE: 31st March 2024

ORDER INITIAL PERIOD: 4 months

There is a potential for a 12-month extension. The proposed contract maximum term is 17 months.

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The maximum contract value is £360,000 (excl. VAT). However, this is not a commitment to spend and is dependent on budget approval for funding after March 2023. The contract will have expired when the maximum term or maximum spend are reached

DELIVERABLES

Order Schedule 20 (Order Specification)]
See details in Statement of Requirement, as per tender pack

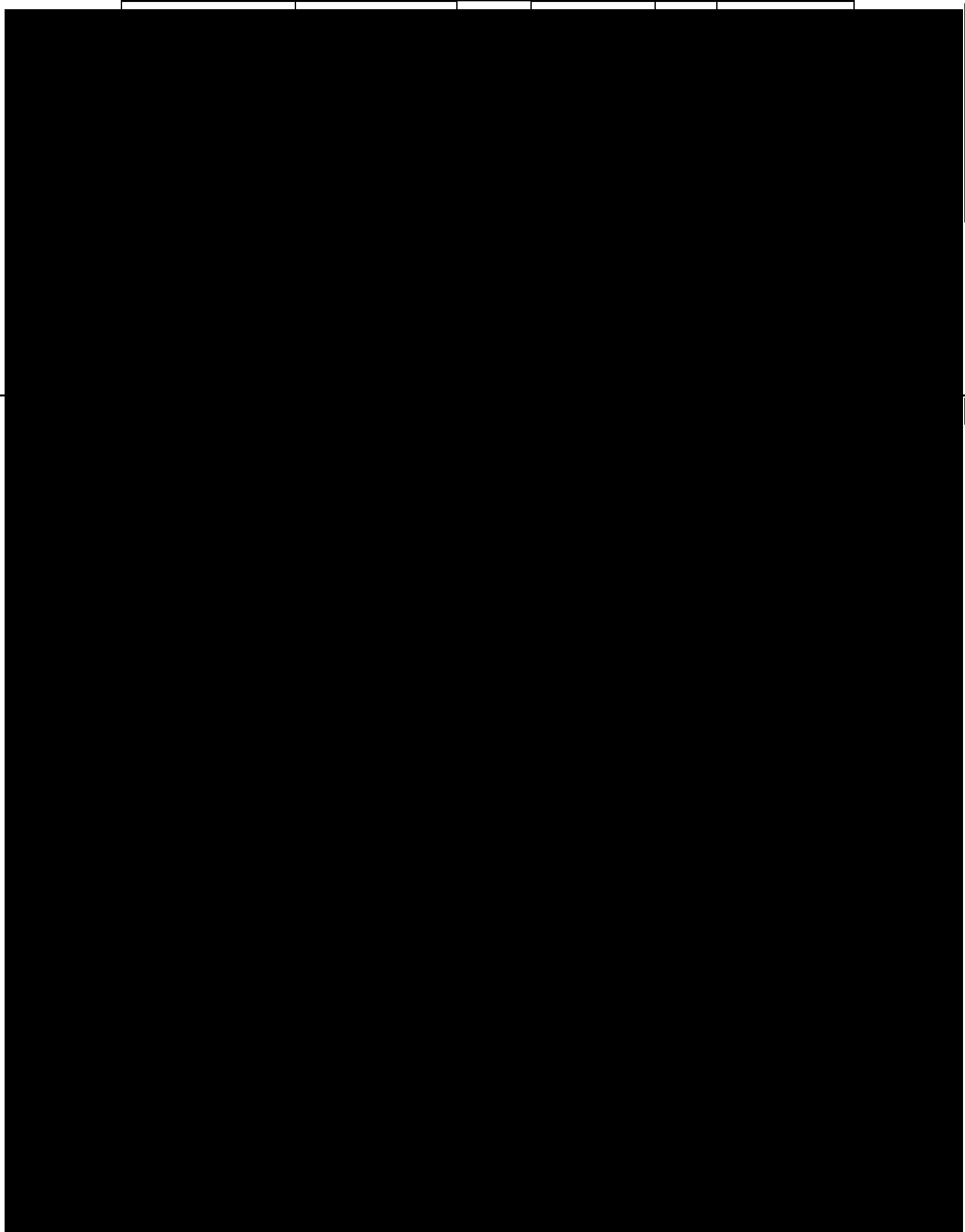
MAXIMUM LIABILITY
The limitation of liability for this Order Contract is stated in Clause 11.2 of the Core Terms.

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is
[REDACTED]

ORDER CHARGES
Tender Pricing Schedule and Bid
Project 1

Activity	Key Task	Role	Name	Discounted Daily Rate	Anticipated Days	Cost	Total Activity
[REDACTED]							

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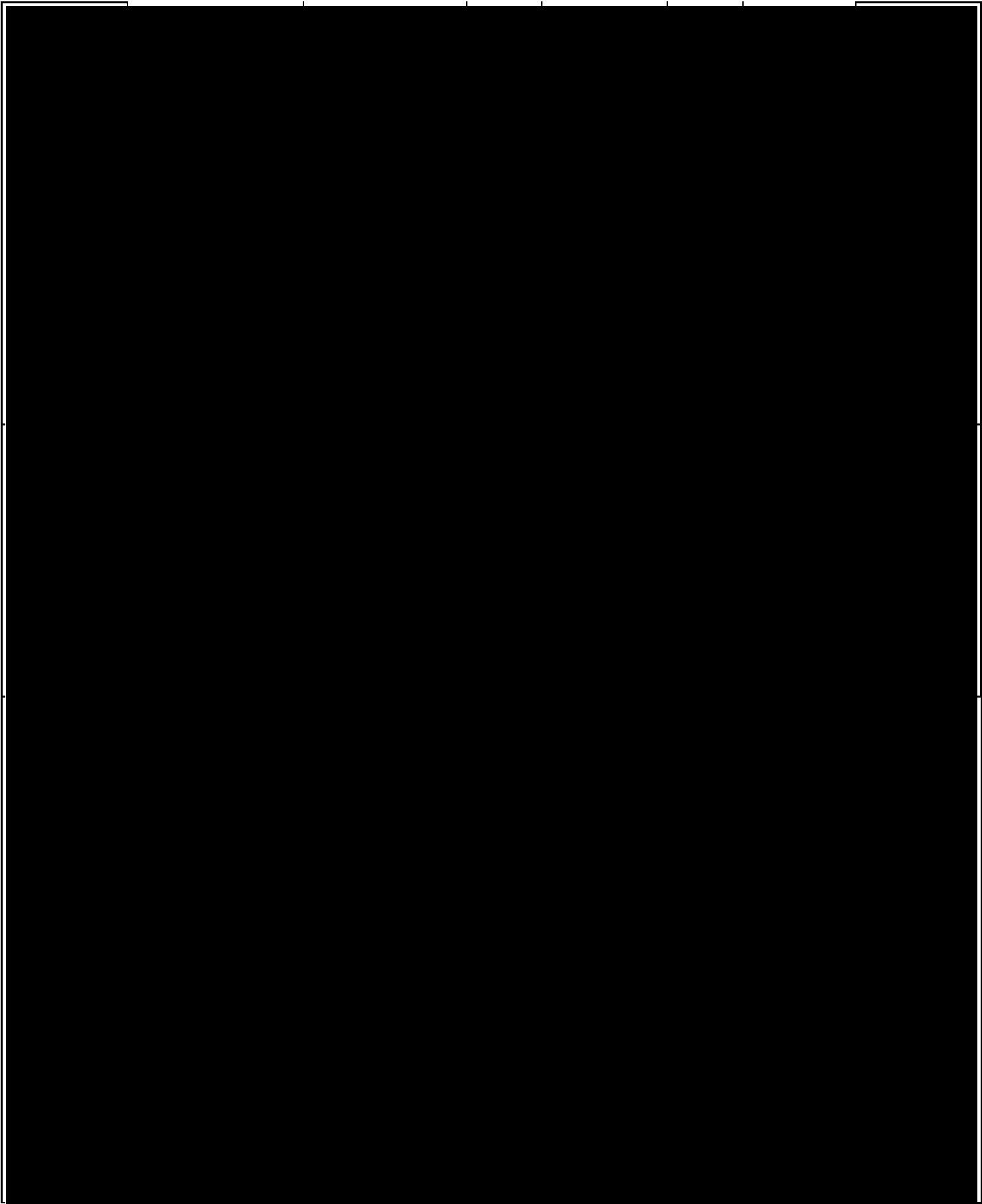
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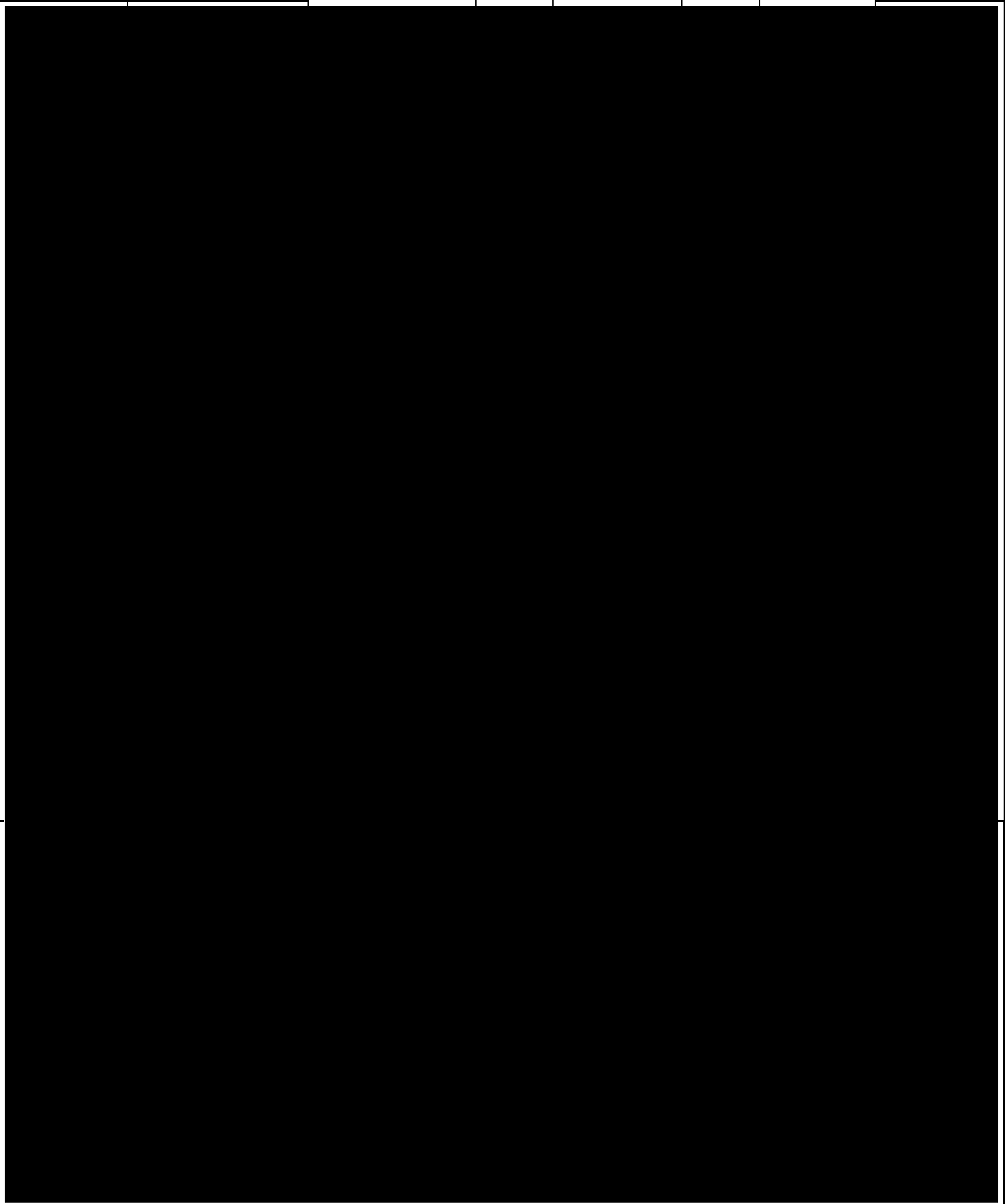
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Part 2						
Bid						
Price						

REIMBURSABLE EXPENSES

Only those in bid price

PAYMENT METHOD

Within **14** Working Days of countersignature of this Order Form, we will send you a unique PO Number. You must be in receipt of a valid PO Number before submitting an invoice.

To avoid delay in payment it is important that the invoice is compliant and that it includes a valid PO Number, PO Number item number (if applicable) and the details of your Buyer contacts - Hayley Lightfoot & Ian Palmer. Non-compliant invoices will be sent back to you, which may lead to a delay in payment.

If you have a query regarding an outstanding payment please contact our Accounts Payable section by email to:

BUYER'S INVOICE ADDRESS:

Accounts Payable

BUYER'S AUTHORISED REPRESENTATIVE

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

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Project 1

[REDACTED]
[REDACTED]
[REDACTED]

Project 2

[REDACTED]
[REDACTED]
[REDACTED]

For Commercial liaison your contact will be:

[REDACTED]
[REDACTED]

BUYER'S ENVIRONMENTAL POLICY

Corporate report: Environmental Policy Published 7 November 2022 available online at: [Environmental policy - GOV.UK \(www.gov.uk\)](https://www.gov.uk/environmental-policy)

BUYER'S SECURITY POLICY



dhsc-data-protection
-policy.pdf

DHSC Data protection Policy

'Cyber Resilience Policy'; [Cyber resilience - GOV.UK \(www.gov.uk\)](https://www.gov.uk/cyber-resilience)

Cyber Essentials Scheme; [About Cyber Essentials - NCSC.GOV.UK](https://www.ncsc.gov.uk/about-cyber-essentials)

Information Management Policy; [Information Management Policy - GOV.UK \(www.gov.uk\)](https://www.gov.uk/information-management-policy)

SUPPLIER'S AUTHORISED REPRESENTATIVE

[REDACTED]
[REDACTED]
[REDACTED]

EPIC Consultants Ltd

Unit 2a Centre Court, First Floor, Sir Thomas Longley Road,
Medway City Estate, Rochester,
England, ME2 4BQ

SUPPLIER'S CONTRACT MANAGER

As Above

PROGRESS REPORT AND MEETING FREQUENCY

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The supplier will provide bi - weekly written updates by email and monthly verbal online updates outlining: Progress towards meeting agreed deadlines and producing deliverables, highlighting updates to timelines and alerting the project manager to any changes, early identification of risks to delivery and mitigating actions. The supplier must Incorporating a minimum of 3 days for UKHSA staff to review consultation scopes and proposed methodology
Full Details of contract management deliverable and timescales are outlined in Section 7.3 of the Statement of Requirement.

KEY STAFF
UKHSA

[Redacted]
[Redacted]
[Redacted]
[Redacted]

Project 2

[Redacted]
[Redacted]
[Redacted]

Supplier

[Redacted]
[Redacted]
[Redacted]

EPIC Consultants Ltd
Unit 2a Centre Court, First Floor, Sir Thomas Longley Road,
Medway City Estate, Rochester,
England, ME2 4BQ

KEY SUBCONTRACTOR(S)

[Redacted]
[Redacted]
[Redacted]

[Redacted]
[Redacted]
[Redacted]

[Redacted]
[Redacted]

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[REDACTED]

[REDACTED]

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[REDACTED]

[REDACTED]

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[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

COMMERCIALLY SENSITIVE INFORMATION

Not applicable

SERVICE CREDITS

Not applicable

ADDITIONAL INSURANCES

Not applicable

GUARANTEE

RM6126 - Research & Insights DPS

Project Version: v1.0

Model Version: v1.3

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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)]

Signed:

For and behalf of the Supplier:	For and behalf of the Buyer:
<div></div>	
Full Name: <div></div>	Full Name: <div></div>
Job Title/Role: <div></div>	Job Title/Role: <div></div>
Date Signed: 07/12/23	Date Signed: 07 Dec 2023

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;

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- (b) an assessment of the necessity and proportionality of the Processing in relation to the Deliverables;
 - (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;

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- (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:
 - (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

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timescales reasonably required by the Controller) including by immediately providing:

- (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.

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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

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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

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- (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.
- 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 28 of this Joint Schedule 11.

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Annex 1A - 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:
[REDACTED]
- 1.2 The contact details of the [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]
[REDACTED]
- 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>The Relevant Authority is Controller and the Supplier is Processor</p> <p>The Parties acknowledge that in accordance with paragraph 2 to paragraph 16 and for the purposes of the Data Protection Legislation, the Relevant Authority is the Controller, and the Supplier is the Processor in respect of all Personal Data processed under this Contract.</p>
Duration of the Processing	<p>The duration of the Contract and any necessary processing post expiry.</p> <p>Timelines are approximate at this point:</p> <p>Project 1 - from Contract start to March 2024. There is scope to extend this project until March 2025, but funds and contract specification have not yet been agreed.</p> <p>Project 2 – From Contract start to March 2024. There is scope to extend this project until March 2025, but funds and contract specification have not yet been agreed.</p> <p>Once all of the Deliverables have been provided by the Supplier, the Supplier will delete the Personal Data and provide the Relevant Authority with proof of disposal.</p>

LSRS313/ C Lived Experience Engagement and Qualitative Insights DPS Schedule 6 (Order Form and Order Schedules)
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<p>Nature and purposes of the Processing</p>	<p>Personal Data will be processed by the Supplier in order to provide the research services as set out in the Specification.</p> <p>The nature of the processing is consultation with participants (patients/service users/general public and children and/or vulnerable people) by means of structured recorded interviews and other methods agreed as appropriate that will be used to produce:</p> <ul style="list-style-type: none">➤ Anonymised reports as per the Contract Specification and delivered to UKHSA.➤ The facilitation of key documents such as an engagement framework, business plan➤ Facilitation and management of a Health Equity Advisory Committee <p>All Personal Data will be stored in secure systems.</p>
<p>Type of Personal Data</p>	<div><div></div><ul style="list-style-type: none">■ <div></div>■ <div></div>■ <div></div>■ <div></div>■ <div></div>■ <div></div>■ <div></div>■ <div></div>■ <div></div>■ <div></div>■ <div></div>■ <div></div>■ <div></div>■ <div></div>■ <div></div></div>

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

LSRS313/ C Lived Experience Engagement and Qualitative Insights DPS Schedule 6 (Order Form and Order Schedules)

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	<ul style="list-style-type: none"> • <i>Children and/or vulnerable people (participants) – this may include but is not limited to members of the public identified in a number of specified vulnerable groups, such as:</i> <ul style="list-style-type: none"> ○ <i>Ex-offenders,</i> ○ <i>Homeless/rough sleepers or</i> ○ <i>Gypsy/Roma/Traveller Groups</i> ○ <i>Asylum seekers/migrants</i>
<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>The Supplier will retain the Personal Data all of the Deliverables have been provided and for a period that is reasonably necessary as there may be a need to go back to Data Subjects to clarify points and around anonymity of case studies. The Supplier will destroy the Personal Data after the final <u>Deliverables</u> have been received by the Relevant Authority.</p>

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Annex 1B: Security

Added in accordance with PPN 03/22: [PPN 03/22 – Updated guidance on data protection legislation - GOV.UK \(www.gov.uk\)](https://www.gov.uk/guidance/ppn-03-22-updated-guidance-on-data-protection-legislation) This supplements Schedule 9 which relates to general security requirements.(Corrinne Oldknow UKHSA Legal)

External Certifications The Supplier shall hold at least Cyber Essentials Plus certification (or an equivalent) and ISO 27001:2013 certification.

Risk Assessment The Supplier shall perform a technical information risk assessment on the Services supplied and be able to demonstrate what controls are in place to address those risks.

Security Classification of Information The Supplier shall implement such additional measures as agreed with the Buyer from time to time in order to ensure that information classified as OFFICIAL, OFFICIAL-SENSITIVE and/or Personal Data is safeguarded in accordance with the applicable legislative and regulatory obligations.

End User Devices

The Supplier shall ensure that any Buyer Personal Data which resides on a mobile, removable or physically uncontrolled device is stored encrypted using a product or system component which has been formally assured through a recognised certification process agreed with the Buyer except where the Buyer has given its prior written consent to an alternative arrangement.

The Supplier shall ensure that any device which is used to Process Buyer Personal Data meets all of the security requirements set out in the NCSC End User Devices Platform Security Guidance, a copy of which can be found at: <https://www.ncsc.gov.uk/guidance/end-user-device-security>

Testing The Supplier shall at its own cost and expense, procure a CHECK or CREST Certified Supplier to perform an ITHC or Penetration Test prior to any live Buyer Personal Data being transferred into its systems. The ITHC scope must be agreed with the Buyer to ensure it covers all the relevant parts of the system that processes, stores or hosts Buyer Personal Data.

Networking The Supplier shall ensure that any Buyer Personal Data which it causes to be transmitted over any public network (including the Internet, mobile networks or un-protected enterprise network) or to a mobile device shall be encrypted when transmitted.

Personnel Security All Processor Personnel shall be subject to a pre-employment check before they may participate in the provision and or management of the Deliverables. Such pre-employment checks must include all pre-employment checks which are required by the HMG Baseline Personnel Security Standard or equivalent including: verification of the individual's identity; verification of the individual's nationality and immigration status; and, verification of

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the individual's employment history; verification of the individual's criminal record. The Supplier may be required to implement additional security vetting for some roles.

Identity, Authentication and Access Control The Supplier must operate an appropriate access control regime to ensure that users and administrators of the Deliverables are uniquely identified. The Supplier must retain records of access to the physical sites and to the Deliverables.

Data Destruction/Deletion The Supplier must be able to demonstrate it can supply a copy of all Buyer Personal Data on request or at termination or expiry of the Contract, and must be able to securely erase or destroy all data and media that the Buyer Personal Data has been stored and processed on.

Audit and Protective Monitoring The Supplier shall collect audit records which relate to security events in delivery of the service or that would support the analysis of potential and actual compromises. In order to facilitate effective monitoring and forensic readiness such Supplier audit records should (as a minimum) include regular reports and alerts setting out details of access by users of the service, to enable the identification of (without limitation) changing access trends, any unusual patterns of usage and/or accounts accessing higher than average amounts of Buyer Personal Data. The retention periods for audit records and event logs must be agreed with the Buyer and documented.

Vulnerabilities and Corrective Action The Supplier shall procure and implement security patches to vulnerabilities in accordance with the timescales specified in the NCSC Cloud Security Principle 5.

The Supplier must ensure that all COTS Software and Third Party COTS Software be kept up to date such that all Supplier COTS Software and Third Party COTS Software are always in mainstream support.

Secure Architecture The Supplier shall design the service in accordance with:

- NCSC "[Secure design principles - NCSC.GOV.UK](https://www.ncsc.gov.uk/secure-design-principles)"
- NCSC "[Protecting bulk personal data - NCSC.GOV.UK](https://www.ncsc.gov.uk/protecting-bulk-personal-data)"
- NCSC "[The cloud security principles - NCSC.GOV.UK](https://www.ncsc.gov.uk/the-cloud-security-principles)"

Annex 2 - Joint Controller Agreement NOT USED

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