

RM971 NON MEDICAL NON CLINICAL

PART 1 – ORDER FORM

ORDER FORM

THE SUPPLY OF NON MEDICAL NON CLINICAL (NMNC) TEMPORARY AND FIXED TERM STAFF FRAMEWORK AGREEMENT: RM971

FROM:

CUSTOMER	Department for Business, Energy & Industrial Strategy
SERVICE ADDRESS	1 Victoria Street London SW1H 0ET
INVOICE ADDRESS (if different)	c/o UK SBS, Queensway House, West Precinct, Billingham, TS23 2NF or email ap@uksbs.co.uk
CONTACT REFERENCE	Authoriser Name: REDACTED Tel: REDACTED e-mail: REDACTED
ORDER NUMBER	CS19356
ORDER DATE	09/12/2019

TO:

SERVICE PROVIDER	Hays Specialist Recruitment Ltd														
SERVICE PROVIDER'S ADDRESS	Ebury Gate 23 Lower Belgrave Street, SW1W 0NT														
ACCOUNT MANAGER	Name: REDACTED Address: REDACTED Tel: REDACTED E-mail: REDACTED														
PART 1: SERVICE REQUIREMENT															
PART 1.1: SERVICE AND DELIVERABLES REQUIRED: Temporary Worker Requirements:															
RM971 LOT:	Lot 4														
ADDITIONAL REQUIREMENTS:	N/A														
PART 1.2: ANCIPATED DURATION OF CONTRACT															
This contract will commence on Friday 27 th September 2019 and expire on Tuesday 31 st March 2020															
PART 1.3: MILESTONES AND KEY DELIVERABLES															
None															
PART 1.4: CHARGES PAYABLE BY CUSTOMER:															
The total contract value shall not exceed £21,548.80 excluding VAT, as per the breakdown below;															
<table border="1"> <thead> <tr> <th>Name</th> <th>Start Date</th> <th>Rate (per day)</th> <th>Total Charge (end date stated)</th> </tr> </thead> <tbody> <tr> <td>REDACTED</td> <td>27/09/2019</td> <td>REDACTED</td> <td>£21,548.80 (31.03.2020)</td> </tr> <tr> <td colspan="3">Total Charge (Ex. VAT)</td> <td>£21,548.80</td> </tr> </tbody> </table>				Name	Start Date	Rate (per day)	Total Charge (end date stated)	REDACTED	27/09/2019	REDACTED	£21,548.80 (31.03.2020)	Total Charge (Ex. VAT)			£21,548.80
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REDACTED	27/09/2019	REDACTED	£21,548.80 (31.03.2020)												
Total Charge (Ex. VAT)			£21,548.80												
<p><i>It is the viewpoint of the contracting authority that the candidates above are out of scope of the intermediaries legislation (IR35). All workers are subject to 5 working days' notice period.</i></p>															

DISCOUNTS APPLICABLE:	None
PART 1.5: ACCEPTANCE PRIOR TO PAYMENT	
<p>The supplier shall issue an electronic invoice which the countersignature of this agreement releases payment for all amounts accrued until this day. After the commencement date the Supplier shall invoice weekly in arrears following customer approval of the workers timesheet. The customer shall pay the supplier within thirty (30) calendar days up receipt and acceptance of a valid invoice.</p> <p>Invoice to include purchase order number and contract reference shall be sent to ap@uksbs.co.uk</p>	
PART 2: CUSTOMER CONTRACTUAL REQUIREMENTS	
<p>The Supplier shall provide the named individual under the terms of this Call Off Agreement. The job specification is for reference only</p>	
PART 3: FURTHER-COMPETITION ORDER - ADDITIONAL REQUIREMENTS	
PART 3.1: SUPPLEMENTAL REQUIREMENTS IN ADDITION TO CALL-OFF TERMS AND CONDITIONS:	N/A
PART 3.2: VARIATIONS TO CALL-OFF TERMS AND CONDITIONS:	N/A
PART 4: PERFORMANCE OF THE SERVICES AND DELIVERABLES	
PART 4.1: KEY PERSONNEL OF THE SERVICE PROVIDER TO BE INVOLVED IN THE SERVICES AND DELIVERABLES:	REDACTED
PART 4.2: SUB-CONTRACTORS TO BE INVOLVED IN THE SERVICES AND DELIVERABLES:	N/A
PART 5: CONFIDENTIAL INFORMATION	
PART 5.1: THE FOLLOWING INFORMATION SHALL BE DEEMED COMMERCIALY SENSITIVE INFORMATION OR CONFIDENTIAL INFORMATION:	N/A

Call Off Schedule 16 – Processing Personal Data

1. The contract details of the Customer Data Protection Officer is:

Data Protection Officer, Department for Business, Energy and Industrial Strategy; 1 Victoria Street, London, SW1H 0ET

Email: dataprotection@beis.gov.uk
2. The contract details of the Suppliers Data Protection Officer is:

customerservice@hays.com

The Supplier shall comply with any further written instructions with respect to processing by the Controller.
3. Any such further instructions shall be incorporated into this Schedule.

Contract Reference	CS19356
Date	December 09 2019
Description of Authorised Processing	Details
Identity of the Controller and Processor	The Parties acknowledge that for the purposes of the Data Protection Legislation the Parties are independent controllers of Personal Data under this Framework Agreement.
Use of Personal Data	Managing the obligations under the Call Off Contract Agreement, including exit management, and other associated activities.
Duration of the processing	For the duration of the Framework Contract plus 7 years.
Nature and purposes of the processing	<p>The nature of the processing will include collection, organisation, structuring, storage, alteration, retrieval, consultation, use, restriction, erasure or destruction of data. Erasure will be by manual means.</p> <p>Processing takes place for the purposes of:</p> <ul style="list-style-type: none"> • Pre-employment checking <p>The nature of processing will include the storage and use of names and business contact details of staff of both the Contracting Authority and the Supplier as necessary to deliver the Services and to undertake Contract and performance management. The Contract itself will include the names and business contact details</p>

	<p>of staff of both the Contracting Authority and the Supplier involved in managing the Contract.</p>
<p>Type of Personal Data</p>	<p>Full name</p> <p>Workplace address</p> <p>Workplace Phone Number</p> <p>Workplace email address</p> <p>Names</p> <p>Job Title</p> <p>Compensation</p> <p>Tenure Information</p> <p>Qualifications or Certifications</p> <p>Nationality</p> <p>Education & training history</p> <p>Previous work history</p> <p>Personal Interests</p> <p>References and referee details</p> <p>Driving license details</p> <p>National insurance number</p> <p>Bank statements</p> <p>Utility bills</p> <p>Job title or role</p> <p>Job application details</p> <p>Start date</p> <p>End date & reason for termination</p> <p>Contract type</p> <p>Compensation data</p>

	<p>Photographic Facial Image</p> <p>Biometric data</p> <p>Birth certificates</p> <p>IP Address</p> <p>Details of physical and psychological health or medical condition</p> <p>Next of kin & emergency contact details</p> <p>Record of absence, time tracking & annual leave</p>
<p>Categories of Data Subject</p>	<p>Agency worker/s of the contracting authority as engaged by the supplier.</p> <p>Staff of the Contracting Authority and the Supplier, including where those employees are named within the Contract itself or involved within contract management.</p>

BY SIGNING AND RETURNING THIS ORDER FORM THE SERVICE PROVIDER AGREES to enter a legally binding contract with the Customer to provide to the Customer the Services specified in the Service Order Requirements set out in this Order Form incorporating the rights and obligations in the Call-Off Terms and Conditions set out in the Framework Agreement between the Service Provider and the Minister for the Cabinet Office.

FOR AND ON BEHALF OF THE SERVICE PROVIDER:

NAME:	REDACTED
TITLE:	REDACTED
SIGNATURE:	REDACTED
DATE:	6/1/2020

FOR AND ON BEHALF OF THE CUSTOMER:

NAME:	REDACTED
TITLE:	REDACTED
SIGNATURE:	REDACTED
DATE:	8/1/2020