

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

Order Form

CALL-OFF REF & TITLE: **C362148 MHRA Contingent Labour Data Manager**

THE BUYER: **THE SECRETARY OF STATE FOR HEALTH AND SOCIAL CARE, acting through THE MEDICINES AND HEALTHCARE PRODUCTS REGULATORY AGENCY (MHRA), acting as part of the Crown**

BUYER ADDRESS **10 South Colonnade, Canary Wharf, London E14 4PU**

THE SUPPLIER: **Certes IT Service Solutions LTD**

SUPPLIER ADDRESS: **Unit 1310, Solihull Parkway, Birmingham Business Park, B37 7YB**

REGISTRATION NUMBER: **01697294**

DUNS NUMBER: **29-456-9033**

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 and dated 13/05/2025.

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

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

Crown Copyright 2022

CALL-OFF LOT(S):

Lot 3 - IT Professionals

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 1 (Transparency Reports)
 - Call-Off Schedule 2 (Staff Transfer)
 - Call-Off Schedule 3 (Continuous Improvement)
4. CCS Core Terms (version 3.0.11)
5. Joint Schedule 5 (Corporate Social Responsibility) RM6277.

(These Schedules and the Core Terms can be found on file).

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: **06/05/2025**

CALL-OFF EXPIRY DATE: **05/08/2025**
(with the potential to extend)

CALL-OFF DELIVERABLES

The provision of Non Clinical Temporary staff or any other temporary staff or fixed term workers.

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

Crown Copyright 2022

Job Role/Title	Data Manager
Assignment Type	Temporary
Hours/Days required	30
Detail on unsocial hours required	None
High cost area supplements that may apply	None
Immunisations required	None
Fee Type	2. With Disclosure
Equivalent Agenda for Change (NHS) Pay band (as determined by the rate card)	N/A
Expenses to be paid or benefits offered	None
Expenses to be paid by Temporary Worker	None
Disclosure and Barring Service check requirements	Yes
BPSS required	Yes
State any other required clearance and/or background checking	See checks below that the MHRA will carry out.
State any skills, mandatory training and qualifications necessary for the role (those defined by the Framework Specification apply by default)	As agreed or specified in the Job Description.
Supplier to provide ID badges?	No
Temporary Worker Compliance Requirements (NON-NHS CUSTOMERS ONLY)	The MHRA carry out additional checks, which include: <ul style="list-style-type: none"> · Identity check · Open Source Intelligence (OSINT) - internet mining to establish conflicting associations · Animal Rights Connections Check (ARC) · Sanctions and Politically Exposed Persons (PEP) check · Pro-life activist check

GDPR POSITION**Independent Controller.**

The GDPR provisions for this Call-Off Contract are stated in Joint Schedule 11 – Processing Data, and its annexes.

See also the Annex 1 to Joint Schedule 11 included below.

MAXIMUM LIABILITY

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

Crown Copyright 2022

Each Party's total aggregate liability in each Contract Year under each Call-Off Contract (whether in tort, contract or otherwise) is no more than the greater of £1 million or 150% of the Estimated Yearly Charges.

CALL-OFF CHARGES

Redacted under FOIA Sect 43(2) Commercial Interests

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

PAYMENT METHOD

Invoice(s) must be submitted electronically accounts.payable@mhra.gov.uk and be presented in arrears.

The Buyer shall pay the appointed Supplier the charges within 30 days' of receipt of a valid, undisputed invoice.

The Buyer has a "no purchase order no pay policy" in place. Any work or expense the Supplier undertakes prior to receipt of a purchase order shall be undertaken solely at their risk. Any invoice submitted must display the valid purchase order number and the invoice value must not exceed the value of the purchase order. Invoices not meeting these requirements could be rejected and therefore payment delayed.

BUYER'S INVOICE ADDRESS:

Accounts Payable

Medicines and Healthcare Products Regulatory Agency

10 South Colonnade

Canary Wharf, London E14 4PU

E: accounts.payable@mhra.gov.uk

BUYER'S AUTHORISED REPRESENTATIVE

Redacted under FOIA Section 40
Personal Info

Redacted under FOIA Section 40 Personal Info

Medicines and Healthcare Products Regulatory Agency

10 South Colonnade

Canary Wharf, London E14 4PU

Redacted under FOIA Section 40 Personal Info

SUPPLIER'S AUTHORISED REPRESENTATIVE

Redacted under FOIA Section 40 Personal Info

Redacted under FOIA Section 40 Personal Info

Redacted under FOIA Section 40 Personal Info

1310 Solihull Parkway, Birmingham Business Park
Birmingham B37 7YB

SUPPLIER'S CONTRACT MANAGER

Redacted under FOIA Section 40 Personal Info

Redacted under FOIA Section 40 Personal Info

Redacted under FOIA Section 40 Personal Info

1310 Solihull Parkway, Birmingham Business Park
Birmingham B37 7YB

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:	Redacted under FOIA Section 40 Personal Info	Signature:	Redacted under FOIA Section 40 Personal Info
Name:		Name:	
Role:		Role:	
Date:		Date:	

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 (Buyer) Data Protection department is: dataprotection@mhra.gov.uk
- 1.2 The contact details of the Supplier's Data Protection Officer are: Richard King email: Redacted under FOIA Section 40 Personal Info
- 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 Parties are Independent Controllers of Personal Data:</p> <ul style="list-style-type: none"> ● Details of the potential and suitable Temporary Workers obtained by and put forward by the Supplier for a vacancy/temporary role for which the Supplier is the Controller. ● Details of the potential and suitable Temporary Workers for a vacancy/temporary role received by the Buyer for its review for which the Buyer is the Controller. ● Business contact details of Supplier Personnel for which the Supplier is the Controller. ● Business contact details of any directors, officers, employees, agents, consultants and contractors of Relevant Authority/Buyer (excluding the Supplier Personnel) engaged in the performance of its duties under the Contract) for which the Relevant Authority/Buyer is the Controller.
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>

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

Crown Copyright 2022

<p>Nature and purposes of the Processing</p>	<p>For all Assignments placed under the terms of the Framework/Call-Off Contract, Personal Data pertaining to the Temporary Worker will be collected, validated and retained by the Supplier in order to meet the Relevant Authority's specification with regards to the performance of Worker Compliance checks.</p> <p>The Processing shall include the sourcing, maintaining, and sharing of the details of potential and suitable Temporary Workers for each vacancy/temporary role required by the Buyer.</p> <p>The Parties may retain business contacts for Supplier and Buyer personnel for the purposes of the routine management of the Call-Off Contract.</p>
<p>Type of Personal Data</p>	<p>Temporary Worker compliance checks may include:</p> <ul style="list-style-type: none">● Identity checks● Right to work checks● Criminal record checks● professional registration checks● employment history and reference checks● workers health assessments● English language competency● statutory and mandatory training● appraisals and revalidation● umbrella company information <p>Temporary Worker details may include:</p> <ul style="list-style-type: none">● Temporary Worker name and surname● Temporary Worker home address● Temporary Worker email address● Copies of Temporary Worker ID documents such as Passport, driving licence, ID card● Temporary Worker location data● Temporary Worker race or ethnic origin● Temporary Worker genetic data, biometric, data concerning health● Temporary Worker criminal history● Temporary Worker professional qualifications <p>Call-Off Contract details for the Buyer and Supplier include:</p> <ul style="list-style-type: none">● Buyer contact details including email addresses and phone numbers● Supplier contact details including email addresses and phone numbers

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

Crown Copyright 2022

<p>Categories of Data Subject</p>	<p>Categories of Data Subject include:</p> <ul style="list-style-type: none">● Temporary Workers● Supplier staff● Buyer staff
<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 destroy any physical copies of Personal Data, 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 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.</p>