

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

Order Form

CALL-OFF REFERENCE:	C228618
THE BUYER:	The Secretary of State for Health and Social Care of 39 Victoria Street, London, SW1H 0EU
BUYER ADDRESS	39 Victoria Street, London, SW1H 0EU
THE SUPPLIER:	Kuehne + Nagel Limited
SUPPLIER ADDRESS:	1 Roundwood Avenue, Stockley Park, Uxbridge, Middlesex, UB11 1FG
REGISTRATION NUMBER:	01722216
DUNS NUMBER:	228453569
SID4GOV ID:	228453569

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated **15th December 2023**.

It's issued under the Framework Contract with the reference number **RM6171** for the provision of **Courier and Specialist Movements**.

CALL-OFF LOT(S):

- Lot 6: Managed Service for Asset Recovery

CALL-OFF INCORPORATED TERMS

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 including the Call-Off Special Terms and Call-Off Special Schedules.
2. Joint Schedule 1(Definitions and Interpretation) RM6171
3. Framework Special Terms
4. The following Schedules in equal order of precedence:
 - Joint Schedules for **RM6171**
 - Joint Schedule 2 (Variation Form)
 - Joint Schedule 3 (Insurance Requirements)
 - Joint Schedule 4 (Commercially Sensitive Information)
 - Joint Schedule 6 (Key Subcontractors)
 - Joint Schedule 11 (Processing Data - ATTACHED)
 - Joint Schedule 13 (Continuous Improvement)
 - Joint Schedule 14 (Benchmarking)
 - Call-Off Schedules for **C228618**
 - Call-Off Schedule 1 (Transparency Reports)
 - Call-Off Schedule 2 (Staff Transfer)
 - Call-Off Schedule 5 (Pricing Details - ATTACHED)
 - Call-Off Schedule 18 (Background Checks)
 - Call-Off Schedule 20 (Call-Off Specification - ATTACHED)
5. CCS Core Terms (version 3.0.11)
6. Joint Schedule 5 (Corporate Social Responsibility) RM6171

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: **15th December 2023**

CALL-OFF EXPIRY DATE: **31st March 2024**

CALL-OFF INITIAL PERIOD: **4 Months**

CALL-OFF DELIVERABLES

See details in Call-Off Schedule 20 (Call-Off Specification)

MAXIMUM LIABILITY

The limitation of liability for this Call-Off Contract is stated in Special Term 1

CALL-OFF CHARGES

See details in Call-Off Schedule 5 (Pricing Details)]

REIMBURSABLE EXPENSES

None

PAYMENT METHOD (Payments to the Supplier)

Payment of undisputed invoices will be made within 30 days of receipt of invoice, which must be submitted promptly by the Supplier.

All invoices must be sent, quoting a valid Purchase Order Number (PO Number), to: MB-PaymentQueries@dhsc.gov.uk.

Within 10 Working Days of receipt of your countersigned copy 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, item number (if applicable) and the details (name, email, and telephone number) of your Buyer contact (i.e. Buyer Authorised Representative). Non-compliant invoices may 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 by email to MB-PaymentQueries@dhsc.gov.uk between 09:00-17:00 Monday to Friday.

PAYMENT METHOD (Payments to the Buyer)

DHSC will communicate to the Supplier instructions for payment of auction revenue following the call-off start date.

Payment of auction revenue will be made within 45 days following month end of the auction. All outstanding revenues from either auction or direct purchase of goods will be made within 45 days of the call-off expiry date.

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BUYER'S INVOICE ADDRESS:

Accounts Payable
39 Victoria Street,
London,
SW10 0EU

BUYER'S AUTHORISED REPRESENTATIVE

[REDACTED]

Commercial Lead

FOIA Section 40 (Personal Information)

Quarry House, Quarry Hill, Leeds, West Yorkshire, LS2 7UE

BUYER'S ENVIRONMENTAL POLICY

<https://www.gov.uk/government/publications/greening-government-commitments-2021-to-2025/greening-government-commitments-2021-to-2025>

BUYER'S SECURITY POLICY

<https://www.gov.uk/government/publications/government-cyber-security-strategy-2022-to-2030>

SUPPLIER'S AUTHORISED REPRESENTATIVE

FOIA Section 40 (Personal Information)

Operations Director

FOIA Section 40 (Personal Information)

1 Roundwood Avenue, Stockley Park, Uxbridge, UB11 1FG

SUPPLIER'S CONTRACT MANAGER

FOIA Section 40 (Personal Information)

National Key Account Manager, Government

FOIA Section 40 (Personal Information)

1 Roundwood Avenue, Stockley Park
Uxbridge, UB11 1FG

PROGRESS REPORT FREQUENCY

Weekly on Dates as agreed.

PROGRESS MEETING FREQUENCY

Monthly on Dates as agreed.

KEY STAFF

FOIA Section 40 (Personal Information) – PMO Lead, Department of Health & Social Care

FOIA Section 40 (Personal Information)

FOIA Section 40 (Personal Information) - Head of Strategic Reserve, Department of Health & Social Care

FOIA Section 40 (Personal Information)

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FOIA Section 40 (Personal Information) - ICU Stockpile Operations Lead, Department of Health & Social Care
FOIA Section 40 (Personal Information)

FOIA Section 40 (Personal Information) – Operations Director, Kuehne-Nagel
FOIA Section 40 (Personal Information)

FOIA Section 40 (Personal Information) – National Key Account Manager, Kuehne-Nagel
FOIA Section 40 (Personal Information)

KEY SUBCONTRACTOR(S)
British Medical Auctions (BMA) Ltd
First Floor Ridgeland House,
15 Carfax, Horsham,
West Sussex, RH12 1DY

COMMERCIALLY SENSITIVE INFORMATION
Not applicable

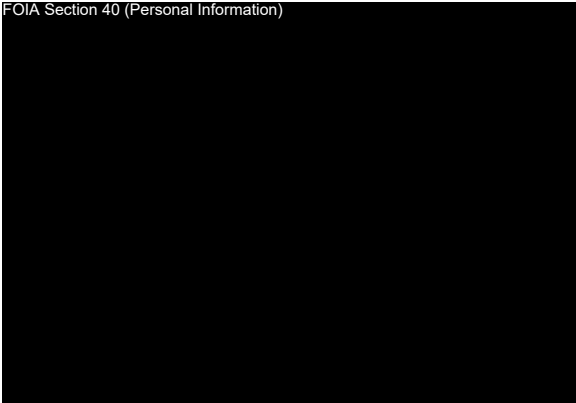
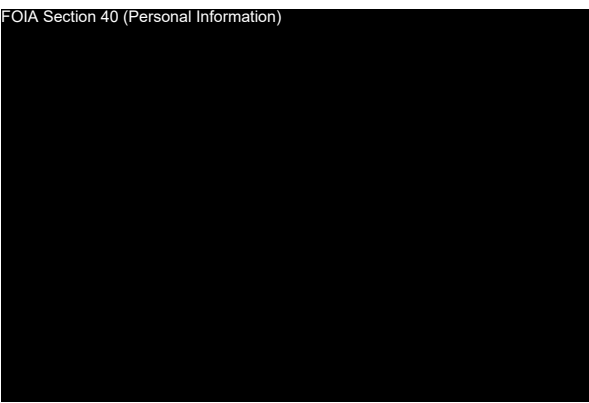

SERVICE CREDITS
Not applicable

ADDITIONAL INSURANCES
Not applicable

GUARANTEE
Not applicable

SOCIAL VALUE COMMITMENT
Not applicable

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1. For and on behalf of the Supplier:	2. For and on behalf of the Supplier:
FOIA Section 40 (Personal Information) 	FOIA Section 40 (Personal Information) 
For and on behalf of the Buyer:	
FOIA Section 40 (Personal Information) 	

Call-Off Schedule 5 (Pricing Details)

Payments for activity undertaken by the Supplier will be paid for by DHSC monthly in arrears.

Transport Costs:

Vehicle Type	From: DHL Skelmersdale To: BMA Auction	From: DHL Skelmersdale To: KN Birmingham	From: KN Birmingham To: BMA Auction
40ft Artic	FOIA Section 43(2)		
18Ton Rigid	£ FOIA Section 43(2)		
7.5Ton Rigid	FOIA Section 43(2)		

Storage Costs:

Service	Unit of Measure	Rate
Pallet unload, receive, count, marshal to floor (buffer area)	Per pallet	FOIA Section
Storage (buffer & marshalling areas)	Fixed 2500ft ² per week	FOIA Section 43(2) (Commercial)
Carton pick (to build a mixed pallet, includes marshal & loading)	Per carton FOIA Section	FOIA Section
Full pallet (non-picked) selection, marshal & loading	Per pallet	FOIA Section
WEEE Disposal (roll cage capacity: 0.93cbm or 500kg)	Per roll cage	FOIA Section 43(2)

Auction Revenue:

Of the Fair Market Value for each piece of Equipment ("Equipment" meaning the items listed in Annexes A, B and C), the Parties will each retain the following share of this revenue.

DHSC:	K&N:
FOIA Section	FOIA Section

Call-Off Schedule 20 (Call-Off Specification)

1. Purpose

- 1.1. The aim of this Auction Service (and any associated Services) is for the Supplier to support DHSC with the disposal of equipment holdings within the Strategic Pandemic Reserve (meaning the Equipment held by the DHSC).
- 1.2. The content of this Call-Off Specification is intended to supplement the Framework Schedule 1 Specification for this Framework Contract, and clarify the services to be provided specifically for this Call Off Contract.
- 1.3. DHSC requires that all Equipment in Annex A (Equipment currently available for auction) and Annex B (Equipment anticipated to be available following winter 23/24) is sold and no longer in DHSC ownership by 31st March 2024, unless otherwise agreed with the Supplier.
- 1.4. Proceeds of any auction sale may be transferred to DHSC after 31st March 2024, providing that the Supplier provides DHSC with sufficient information to account for this prior to 31st March 2024. DHSC would need to be in receipt of all proceeds from auction sales and direct purchases no later than 15th May 2024.

2. Key Dates

- Tranche 1 Equipment available for auction – **Immediately**
- Tranche 2 Equipment available for auction – **1st March 2024**
- Tranche 1 & Tranche 2 equipment requires completed sale by **31st March 2024**

3. The Requirements

3.1. Collection and Transport Services:

- 3.1.1. The Supplier is required to collect the Equipment from the following location ("Collection Location"):
 - DHL Skelmersdale, XL Business Park, Statham Road, Skelmersdale, WN8 8DY, United Kingdom ("DHL Skelmersdale")

- 3.1.2. Should DHSC be required to change this Collection Location the Supplier will make reasonable efforts to accommodate this change.
- 3.1.3. The Supplier intends to collect the Equipment in accordance with the agreed schedule and at times on those dates to be agreed with the Buyer's appointed storage provider ("DHL") at booking stage.
- Collection days are Mon-Fri, 08.00-17.00hrs (with Saturdays to be utilised as a backup where required)
 - All non-palletised, wheeled equipment will be collected on the initial collections
 - All small quantity units will be collected in the first two weeks of the Schedule
 - All collections will be based on 40ft trailer, 24 pallets per load
 - There will be a maximum of 2 trailers per day for collections
 - The Supplier will make reasonable amendments to this Collection Schedule at the reasonable request of DHSC
- 3.1.4. This schedule may vary depending on auction planning/progress. The Supplier will ensure the DHSC and DHL representatives are kept informed of any changes.
- 3.1.5. The Supplier should notify the DHSC and DHL representative of any changes to the proposed Collection Schedule/Time with a minimum of 48 hours' notice in advance of the intended collection time.
- 3.1.6. The Supplier should be aware of the following information for Collection:
- The Supplier will need to contact DHL via email, nightingale.cs1@dhl.com for the requested date they want to book in.
 - DHL will supply a time slot for the Supplier along with a booking reference number. This reference number will be needed to gain entry to site at DHL Skelmersdale.
 - Upon arrival at the security gatehouse at DHL Skelmersdale, Supplier will need to provide the given booking reference number and then proceed to our transport office at window B.

- Once at the transport office, the Supplier will be provided with a bay number to dock their trailer so that they can be loaded.

3.1.7. DHSC will ensure that:

- Items ready for collection are packaged appropriately for transport.
- An appropriate contact representative from its warehouse partners (such as DHL/Unipart/NHS Supply Chain) is appointed facilitate the collection process.

3.1.8. The Supplier is required to transport the equipment to the following delivery location's (exact location to depend on auction sale schedule as agreed or varied from time to time with DHSC) ("Delivery Location"):

BMA, Unit 1, Sterling Centre, Eastern Rd, Bracknell, RG12 2PW

3.1.9. The Supplier will invoice for transport to each Delivery Location based on the rates in Call Off Schedule 5 – Pricing Details.

3.1.10. From the point that equipment is loaded onto the Suppliers transport carriage, the Supplier will become liable for any damage to the Equipment after such loading, in accordance with the Clause 11.2 of the Core Terms and Joint Schedule 3 (Insurance Requirements), as amended in the Order Form.

3.2. Storage Services:

3.2.1. The Supplier will provide appropriate secure indoor storage facilities for the Equipment collected.

3.2.2. The Supplier will store equipment and process this equipment as required at their storage location(s) to facilitate the auction process.

3.2.3. DHSC will require an inventory and receipt of all items that have been collected and transported for storage.

3.3. Auction Services:

3.3.1. The Supplier will provide an e-Auction service. This will include:

- The sorting/processing of equipment into groups suitable for auction on an e-Auction platform, where appropriate
- The listing and sale of items via the Suppliers e-Auction platform
- Facilitation and receipt of payment from buyers of the equipment/consumables at auction
- Facilitation of the process for buyers to collect the equipment/consumables purchased after auction
- The production of relevant auction documentation to evidence to DHSC that sale has taken place
- Provision of transparency information to DHSC (with regards to the sales price of equipment and consumables at auction)

3.3.2. There will be no minimum price for each item specified by DHSC. The Supplier will use their knowledge and experience of delivering similar requirements to maximise the value return for DHSC within the parameters of this service.

3.3.3. Items in Tranche 1 shall be presented for sale at auction on no less than 3 occasions before the call-off expiry date, and items in Tranche 2 shall be presented for sale at auction on no less than 2 occasions before the call-off expiry date.

3.3.4. For any unsold items as of the Call-Off Expiry Date which are suitable for auction, the Supplier commits to a fixed purchase price of FOIA Section of the estimated auction values provided in Annex C. DHSC agrees and acknowledges that Supplier's Key Subcontractor shall in the aforementioned circumstance buy the remaining stock and take title and risk in such stock with no further revenue due to DHSC if resold in future auctions after the Call-Off Expiry Date.

3.4. Destruction Services:

3.4.1. Items may require disposal (not via auction) where they are determined to be unsuitable for auction following inspection by the Supplier upon arrival at their Storage Location(s).

3.4.2. The Supplier will agree with the DHSC representative any items to be disposed of in advance of any disposal activity and on a case-by-case basis in the event that appropriate Equipment is identified.

- 3.4.3. The Supplier will provide evidence to the DHSC representative as to the proposed reason why disposal is required.
- 3.4.4. The Supplier will destroy/recycle these items in a legally compliant manner at a site that is suitably licenced for the destruction of the items presented. Supplier shall ensure no Equipment, packaging or pallets are disposed to landfill at all times.
- 3.4.5. The Supplier shall provide a certificate of destruction to the Buyer for all items that have been destroyed within 30 days of destruction.
- 3.4.6. The Buyer will require the Supplier to provide item notes or waste transfer notes as appropriate dependent on the waste category of the item(s) being disposed.
- 3.4.7. The Supplier shall be aware that items for disposal may vary in size, quantity, and packaging.

3.5. Customer Support:

- 3.5.1. The Supplier shall make available to the DHSC's single point of contact, capable of recording and dealing with all enquiries from DHSC in relation to the services being provided.
- 3.5.2. The Supplier shall provide weekly management reports via email to MedTech.Operations@dhsc.gov.uk detailing the throughput of stock to auction, the resulting sales values and volumes, and any stock identified as unsuitable for auction due to its condition.
- 3.5.3. Both Parties agree to meet formally at least once every month to discuss the performance of the contract and to address any formal changes to the agreement. Ad hoc meetings shall take place to address urgent issues as agreed by both parties.

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Annex A - Equipment currently available for auction (Tranche 1)

Please note that equipment numbers may vary from the figures shown below.

Category	Product Description	Quantity Units - Updated 4/12/23	Quantity Pallets
Mechanical Ventilator - ICU	VG70	2068	1301
NIV (BiPaP)	DreamStation S/T	1622	32
NIV (BiPaP)	Lumis 150 VPAP ST-A	314	9
Humidifier	Philips System One Heated Humidifier	452	7
Oxygen Concentrator	Visionaire 5	1560	130
Oxygen Concentrator	Nuvo Mark 5	301	38
Patient Monitor	iM50	1393	48
Syringe Driver	HK-400III	8000	66
Mechanical Ventilator - ICU	Elisa 600	8	2
Mechanical Ventilator - Transport	Ventway Sparrow	17	2
Mechanical Ventilator - Transport	Z-Vent	38	3
Mechanical Ventilator - Transport	Meduvent	88	4
NIV (BiPaP)	Prisma VENT50-C	35	3
NIV (BiPaP)	Vivo 2	56	3
Mechanical Ventilator - Transport	Flight 60	5	5
Enteral Feed Pump	Kangaroo Joey	105	1
		16062	1654

Annex B - Equipment anticipated to be available following Winter 23/24 (Tranche 2)

Please note that equipment numbers shown below may vary dependant on NHS demand for products throughout Winter 23/24.

Category	Product Description	Quantity Units - Updated 4/12/23	Quantity Pallets
Mechanical Ventilator - ICU	VG70	1000	1,000
Mechanical Ventilator - Anaesthetic	Astra3i (with cynus vent)	17	17
NIV (BiPaP)	DreamStation S/T	1,000	17
Humidifier	Philips System One Heated Humidifier	771	12
Humidifier	AquaVENT Heater Humidifier	229	4
Oxygen Concentrator	Visionaire 5	1000	79
Oxygen Regulator	W - Pressure Regulator	38	1
Oxygen Regulator	D - Flow Regulator	828	2
Oxygen Regulator	F - Flow Regulator	653	4
Patient Monitor	iM50	1000	29
Suction Pump	ATMOS C161	202	25
Suction Pump	SAM 12	75	8
Suction Pump	SAM 35	4	4
Suction Pump	SAM 14	25	1
Volumetric Pump	SN-1800V	1553	27
Volumetric Pump	EVOIQ	35	1
NIV (HFNO)	Airvo 2	187	7
Humidifier	SH330	4	1
Oxygen Regulator	O2 Connect Manifold	33	19
Oxygen Regulator	O2 Connect Trolley	12	8
Total		8666	1266

Annex C – Estimated Auction Values

Annex C shows the estimated auction values purely for the purposes of calculating the supplier purchase price at the end of the auction period. Notwithstanding the aforementioned, the Parties agree that in the event that items are not suitable for auction, the value shall instead be determined by their fair price on an 'as-is' basis to a reasonable buyer.

Equipment description	Tranche	Unit Qty	Est. Average Hammer Price (per unit)
VG70	1	222	£
VG70	1	1,846	£
VG70 Stands	1	1,846	£
VG70 Consumables (Hoses)	1	1,500	£
DreamStation S/T	1	1,622	£
Lumis 150 VPAP ST-A	1	314	£
Lumis 150 VPAP ST-A Consumables	1	720	£
Philips System One Heated Humidifier	1	452	£
Visionaire 5	1	1,560	£
Nuvo Mark 5	1	301	£
iM50	1	36	£
iM50	1	1,377	£
IM50 Trolleys	1	1,377	£
IM50 Consumables (Hoses)	1	1,377	£
HK-400III	1	8,000	£
Elisa 600	1	8	£
Elisa 600 Trolleys	1	8	£
Ventway Sparrow	1	4	£
Ventway Sparrow Consumables	1	4,750	£
Z-Vent	1	38	£
Meduvent	1	88	£
Meduvent Consumables	1	1,000	£
Prisma VENT50-C	1	35	£
Prisma VENT50-C Consumables	1	103	£
Vivo 2	1	56	£
Kangaroo Joey	1	105	£
VG70	2	1,000	£
Astra3i (with cynus vent)	2	17	£
DreamStation S/T	2	1,000	£
Philips System One Heated Humidifier	2	771	£
AquaVENT Heater Humidifier	2	229	£
Visionaire 5	2	1,000	£
W - Pressure Regulator	2	38	£
D - Flow Regulator	2	828	£
F - Flow Regulator	2	653	£
iM50	2	1,000	£
ATMOS C161	2	202	£
SAM 12	2	75	£
SAM 35	2	4	£
SAM 14	2	25	£
SN-1800V	2	1,553	£
EVOIQ	2	35	£
Airvo 2	2	187	£
SH330	2	4	£
O2 Connect Manifold	2	35	£
O2 Connect Trolley	2	13	£

FOIA Section 43(2)
(Commercial Information)

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

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- (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;
 - (d) not transfer Personal Data outside of the 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 timescales reasonably required by the Controller) including by immediately providing:

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- (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.

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 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;

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- (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
 - (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 27 of this Joint Schedule 11.

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.

1.1.1.1 The contact details of the Relevant Authority's Data Protection Officer are: data_protection@dhsc.gov.uk

1.1.1.2 The contact details of the Supplier's Data Protection Officer are:
FOIA Section 40 (Personal Information)

1.1.1.3 The Processor shall comply with any further written instructions with respect to Processing by the Controller.

1.1.1.4 Any such further instructions shall be incorporated into this Annex.

Description	Details
Identity of Controller for each Category of Personal Data	The Parties acknowledge that in accordance with paragraph 2 to paragraph 15 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.
Duration of the Processing	During contract term and no longer than 6 months following contract expiry.
Nature and purposes of the Processing	<p>The nature of the Processing means collection, organisation, storage, use or disclosure by transmission/ dissemination of information.</p> <p>The purposes of the Processing is for the collecting, transporting, storing, auctioning, or disposing of equipment/consumables as part of the DHSC Stockpile Reserve disposal/auction requirement.</p>
Type of Personal Data	<p>DHSC employee name and contact details.</p> <p>Equipment/product information including product details, location, value etc.</p>
Categories of Data Subject	DHSC employees

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<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>Data to be retained until contract expiry, or up to 6 months following expiry should activities require this.</p>
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