

### Framework Agreement

**between**

**THE HEALTH AND SAFETY EXECUTIVE**

**and**

**ROC SEARCH LIMITED**

**for**

**The Provision OF FLEXIBLE WORKforce SOLUTIONS TO THE HEALTH AND SAFETY EXECUTIVE**

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This Form of Agreement is made between:

(1) The **HEALTH AND SAFETY EXECUTIVE** (acting as part of the Crown) of Redgrave Court, Merton Road, Bootle, Merseyside, L20 7HS (hereinafter called ‘HSE’ of the one part) and

(2) **ROC SEARCH LTD**, company registration number 6044636, and whose registered address is at 33 Kings Road, White Building, Reading, Berkshire, RG1 3AR (hereinafter ‘the Contractor’ of the other part), in accordance with the details, terms and conditions stated herein.

**WHEREAS**

The Contractor is appointed as an approved Service Provider by HSE on to a call off Framework Agreement via an EU competitive tender exercise under OJEU Reference **2018/S 021-045120**, to provide specialist recruitment support services to HSE for temporary positions including but not limited to the specialisms of Science, Engineering and Information Technology.

**1 General Conditions**

1.1 This contract will be subject to the overall terms and conditions set out below. The Contractor’s standard terms of engagement, detailed within Schedule B, shall also apply, on the basis that these terms will be subordinate to the terms of this Form of Agreement, so that in the event of conflict the Form of Agreement terms will take precedence.

1.2 This Agreement together with any relevant Order Form shall comprise the contractual provisions which apply to the Order that is entered into between HSE and the Contractor and which govern the provision of Services.

1.3 The Clauses in this Contract will govern all Purchase Orders placed against it.

 **2 Scope of the Framework Agreement**

* 1. 2.1 The Contractor shall provide support services to HSE in line with the range of service requirements outlined in Schedule A (Scope of Service Requirements).

2.2 The Contractor shall organise and conduct the entire Services in consultation with HSE where appropriate.

2.3 No undertaking shall be deemed to have been made by the HSE in respect of the total quantities or values of the services to be ordered pursuant to this contract and the Contractor acknowledges and agrees that it has not entered into this contract on the basis of any such undertaking.

**3 MANAGEMENT OF THE CONTRACT**

3.1 The Contract Managers who will be responsible for liaison and certifying completion of the provision and overall management of the Services are identified at Annex 1.

3.2 In all cases both parties will work within the agreed timescales, constraints and costs outlined at the beginning of the commission and the subsequent Order Form.

**4 Duration**

4.1 The Services provided under this framework shall commence from **01 June 2018** and shall be completed by **30 May 2022**, with the option of a further two year extension, to be agreed in annual increments.

# 5 ORDERING PROCEDURES

5.1 HSE will be responsible for placing orders for all services. All requests for recruitment for a specific post will be conducted through a “Calling Procedure Invitation” sent to the pre-approved list of framework contractors to provide suitable candidate CV’s for consideration.

5.2 Contractors appointed to this framework shall limit the number of referrals to HSE up to a maximum of two (2) candidates per position, unless otherwise specified in the “Calling Procedure Invitation”.

5.3 Upon notification and agreement with the contractor that a candidate has been offered and accepted a position, HSE will complete an Order Form, as identified at Schedule C for agreement with the Contractor which clearly sets out :

 i) the role specialism

 ii) the role description

 iii) the total duration anticipated and hours of work per week

 iv) the main location for the assignment and expectation of any additional travel requirements

5.4 The Contractor may only undertake work on receipt of an approved Order Form and Purchase Order issued by HSE.

5.5 HSE reserves the right not to appoint any candidate that is deemed unsuitable for a position through this framework and has the right to access other open, public sector recruitment frameworks to source the right candidate where appropriate.

**6 IR35 INTERMEDIARIES STATUS**

6.1 Unless stated otherwise in the call off ordering procedure, IR35 Intermediaries legislation is assumed to apply to all assignments, due to the role and purpose an individual is required to fill within HSE.

# 7 DELIVERABLES

7.1 Where applicable, any deliverables within each Purchase Order will be agreed at the outset on the Order Form between HSE and the Contractor and must be delivered to HSE’s specified requirements.

**8** **SECURITY STANDARDS**

8.1 As a minimum, HSE will require that all candidates referred by an Agency for any temporary position should have been cleared to the requirements outlined in the Cabinet Office guidance for pre-employment checks, details of which can be found at

 <http://www.cabinetoffice.gov.uk/sites/default/files/resources/hmg-personnel-security-controls.pdf>

8.2 Where enhanced security checks for DBS clearance are required, HSE will identify this within the constraints for a specific post as they are advertised.

**9 FEES & CHARGES**

9.1 All charges applicable for payment by HSE to the Contractor shall be detailed within the Order Form agreed at the outset for providing the services.

9.2 For each response to the request for candidate referrals for a specific position, the Contractor will provide a copy of their CV to HSE together with a breakdown of costs applicable for each candidate in the format of the table detailed below :

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **Pay****Rate** | **WTD** | **Premium** | **NI** | **Pension** | **Apprentice****Levy** | **Contractor****Fee** | **Total Charge** |
|  |  |  |  |  |  |  |  |

9.3 All costs stated should be excluding VAT and contain no additions or supplementary costs.

9.4 Any additional costs will be agreed in advance with the HSE Contract Manager and subject to clause 14 Variation to Contract.

9.5 The proposed costs per candidate should be valid for a period of 30 days from submission, prior the formal Order Form being agreed. Thereafter the costs noted on the Order Form shall apply.

9.6 Conforming with HMRC guidance regarding expenses and IR35 legislation, HSE will pay, where appropriate, actual and reasonable Travel and Subsistence costs, subject to the prior approval of the HSE Line Manager and in line with HSE Standard Travel and Subsistence rates, attached at Annex 2.

**10 INVOICING & Payments**

10.1 All invoices raised must include the relevant Purchase Order number which will be included within each individual Order Form as it is agreed. Failure to include the Purchase Order Number may delay payment. In all cases ivoices should be submitted to the following address:

 **APinvoices-HAS-U@sscl.gse.gov.uk**

10.2 Invoices should also include any VAT properly chargeable.

10.3 The HSE shared services provider SSCL Ltd shall make payment of agreed costs, in arrears, within 30days of the acceptance of the invoice.

**11 Confidentiality**

11.1 The Contractor shall not at any time divulge any information or material acquired during the performance of the Contract to any third party without prior permission in writing of HSE, except where required in the course of any legal proceedings.

11.2 The Contractor shall keep documents and other materials produced or acquired in the course of the contract in accordance with The Criminal Procedure and Investigations Act 1996 (CPIA).

**12 DATA PROTECTION**

12.1 The contractor shall be required to adhere to the General Data Protection Regulations (GDPR) outlined in Annex 3.

**13 Publication**

13.1 The parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of this Contract is not Confidential Information. HSE shall be responsible for determining in its absolute discretion whether any of the content of the Contract is exempt from disclosure in accordance with the provisions of the FOIA.

13.2 Notwithstanding any other term of this Contract, the Contractor hereby gives his consent for HSE to publish the Contract in its entirety, including from time to time agreed changes to the Contract, to the general public.

13.3 HSE may consult with the Contractor to inform its decision regarding any redactions but HSE shall have the final decision in its absolute discretion.

13.4 The Contractor shall assist and co-operate with HSE to enable HSE to publish this Contract.

**14 Variation to Contract**

14.1 Except where expressly stated in this contract, no change, amendment or modification shall be effective unless in writing and signed by the duly authorised representatives of both parties.

14.2 Any agreed changes to the Contract or Schedule A (Scope of Services) will be in the form of a Contract Change Note (CCN), which will be raised and issued by the HSE Procurement Unit.

**15 Termination**

15.1 this contract may be terminated by either party by giving one months written notice. In the event of termination by HSE, the contractor shall provided with any re-imbursement of costs, actually and reasonably incurred, up to the date of termination.

**SIGNATORIES**

In Witness Whereof this Contract has been agreed :

|  |  |
| --- | --- |
| Signature |  |
| Name in Capitals |  |
| Position |  |
| Date |  |

Duly authorised to sign on behalf of

**ROC SEARCH LIMITED**

33 Kings Road, White Building, Reading, Berkshire, RG1 3AR

|  |  |
| --- | --- |
| Signature |  |
| Name in Capitals |  |
| Position | Procurement Manager |
| Date |  |

Duly authorised to sign on behalf of the

**HEALTH AND SAFETY EXECUTIVE**

Redgrave Court, Merton Road, Bootle, Merseyside L20 7HS

**Schedule A**

**SCOPE OF SERVICE REQUIREMENTS**

HSE will draw on specialist recruitment expertise on an ad-hoc, call-off basis, to fill temporary positions for, including but not limited to, the specialisms of Science, Engineering and Information Technology.

These services shall be in line with the Statement of Service Requirements described within the original tender opportunity as follows

and the Contractors tendered proposal, a copy of which is embedded here ;

**Annex 1**

**CONTACT LIST**

|  |  |
| --- | --- |
| HSE Contacts | **Contractor Contacts** |
| **Framework Agreement Manager** |
| Health & Safety ExecutiveHarpur HillBuxtonDerbyshireSK17 9JN Tel : e-mail :  | Roc Search Limited 76 King Street Manchester M2 4NH Tel :  e-mail : |
| **Contractual Queries** |
| Health & Safety ExecutiveRedgrave CourtMerton RoadBootleMerseysideL20 7HS Tel : e-mail :  |  Roc Search Limited 76 King Street Manchester M2 4NH Tel :  e-mail :  |

**Annex 2**

**HSE uk Travel and Subsistence Rates**

|  |
| --- |
| **Car Mileage Rates** (for using your own vehicle) – All engine types and sizesUp to 10,000 mile per financial year 45p per mileOver 10,000 miles per financial year 25p per mileNB: Your vehicle must be insured for Business Use |
| **Public Transport Fares**Second Class Rail travel, Air fares (within UK only), Bus fares etc will be payable at cost on production of receipts, provided that the most economical means of transport has been used. |

**Subsistence rates**

All receipts **must** be retained to support your claim.

|  |
| --- |
| **Day Subsistence**More than 5 hours and up to 10 hours Actual costs up to £6.00More than 10 hours and up to 12 hours Actual costs up to £10.00More than 12 hours Actual costs up to £16.00 |
| **Night Subsistence****Booked via HSE Accommodation Booking Agency** :The 24 hour overnight subsistence allowance consists of 2 components :Meal One Actual costs up to £6.00Meal Two Actual costs up to £15.00This is payable as a “24 hour” rate and amounts incurred over any individual component will not be reimbursed by HSE. The rates are agreed with HMRC to obtain dispensation from tax liability.**Booked making your own Commercial Arrangements**Actual cost of bed and breakfast up to a maximum of: £93.00 per night in London or £70.00 per night elsewhere |

Rev No. 08/2015

**Annex 3**

**GENERAL DATA PROTECTION REGULATIONS (GDPR)**

**1 Definitions**

 GDPR Clause Definitions:

 Data Protection Legislation: (i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the DPA 20118 to the extent that it relates to processing of personal data and privacy; (iii) all applicable Law about the processing of personal data and privacy;

 Data Protection Impact Assessment: an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data.

 Controller, Processor, Data Subject, Personal Data, Personal Data Breach, Data Protection Officer take the meaning given in the GDPR.

 Data Loss Event: any event that results, or may result, in unauthorised access to Personal Data held by the Contractor under this Agreement, and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach.

 Data Subject Access Request: a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data.

 DPA 2018: Data Protection Act 2018

 GDPR: the General Data Protection Regulation (Regulation (EU) 2016/679)

 LED: Law Enforcement Directive (Directive (EU) 2016/680)

 Protective Measures: appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures by it.

 Sub-processor: any third Party appointed to process Personal Data on behalf of the Contractor related to this Agreement.

**2 GDPR Data Protection**

2.1 The Parties acknowledge that for the purposes of the Data Protection Legislation, each Party acts as a Data Controller in its own right with respect to its processing of personal data in connection with the provision and receipt of the Services. Each Party as Data Controller may disclose personal data to the other party as Data Controller under this Agreement..

2.2 The Contractor shall notify the Customer immediately if it considers that any of the Customer’s instructions infringe the Data Protection Legislation.

2.3 Both parties shall provide all reasonable assistance to the other party in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may include:

1. a systematic description of the envisaged processing operations and the purpose of the processing;
2. an assessment of the necessity and proportionality of the processing operations in relation to the Services;
3. an assessment of the risks to the rights and freedoms of Data Subjects; and
4. the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.

2.4 The Parties shall, in relation to any Personal Data processed in connection with its obligations under this Agreement:

1. process that Personal Data unless required to do otherwise by Law. If it is so required the Party shall promptly notify the other party before processing the Personal Data unless prohibited by Law;
2. ensure that it has in place Protective Measures, which have been reviewed and approved by the other party as appropriate to protect against a Data Loss Event having taken account of the:
3. nature of the data to be protected;
4. harm that might result from Data Loss Event;
5. state of technological development; and
6. cost of implementing any measures;
7. ensure that :
8. the Personnel do not process Personal Data except in accordance with this Agreement ;
9. it takes all reasonable steps to ensure the reliability and integrity of any Personnel who have access to the Personal Data and ensure that they:

 (A) are aware of and comply with the duties under this clause;

 (B) are subject to appropriate confidentiality undertakings with the other party or any Sub-processor;

(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 other party or as otherwise permitted by this Agreement; and

 (D) have undergone adequate training in the use, care, protection and handling of Personal Data; and

1. not transfer Personal Data outside of the EU unless the prior written consent of the other party has been obtained and the following conditions are fulfilled:
2. the Customer or the Contractor has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Customer;
3. the Data Subject has enforceable rights and effective legal remedies;
4. the Party 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 other party in meeting its obligations); and
5. the party complies with any reasonable instructions notified to it in advance by the other party with respect to the processing of the Personal Data;
6. at the written direction of the other party, delete or return Personal Data (and any copies of it) to the the party on termination of the Agreement unless the party is required by Law to retain the Personal Data.

2.5 Subject to clause 2.6, both parties shall notify the other party immediately if it:

1. receives a Data Subject Access Request (or purported Data Subject Access Request);
2. receives a request to rectify, block or erase any Personal Data;
3. receives any other request, complaint or communication relating to either Party’s obligations under the Data Protection Legislation;
4. receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Agreement;
5. receives a request from any third Party for disclosure or Personal Data where compliance with such request is required or purported to be required by Law; or
6. becomes aware of a Data Loss Event.

2.6 The parties obligation to notify under clause 2.5 shall include the provision of further information to the other party in phases, as details become available.

2.7 Taking into account the nature of the processing, the parties shall provide each other with full assistance in relation to either Party’s obligations under Data Protection Legislation and any complaint, communication or request made under clause 2.5 (and insofar as possible within the timescales reasonably required by the other party) including by promptly providing:

1. with full details and copies of the complaint, communication or request;
2. such assistance as is reasonably requested by the other party to enable the other party to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
3. the other party, at its request with any Personal Data it holds in relation to a Data Subject;
4. assistance as requested by the other party following any Data Loss Event;
5. assistance as requested by the other party with respect to any request from the Information Commissioner’s Office, or any consultation by the other party with the Information Commissioner’s Office.

2.8 Both parties shall maintain complete and accurate records and information to demonstrate its compliance with this clause. This requirement does not apply where the Contractor employs fewer than 250 staff, unless:

1. the Customer determines that the processing is not occasional;
2. the Customer determines the processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; and
3. the Customer determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.

2.9 Both parties shall allow for audits of its Data Processing activity by the

other party or the other party’s designated auditor.

2.10 The parties shall designate a data protection officer if required by the Data Protection Legislation.

2.11 Before allowing any Sub-processor to process any Personal Data related to this Agreement, the Customer must:

1. notify the Contractor in writing of the intended Sub-processor and processing;
2. obtain the written consent of the Contractor;
3. enter into a written agreement with the Sub-processor which gives effect to the terms set out in this clause 2.11 such that they apply to the Sub-processor; and
4. provide the Contractor with such information regarding the Sub-processor as the Contractor may reasonable require.

2.12 The Customer shall remain fully liable for all acts or omissions of any Sub-processor.

2.13 The Parties may, at any time on not less than 30 Working Days’ notice, revise this clause 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 this Agreement).

2.14 The Parties agree to take account of any guidance issued by the Information Commissioner’s Office. The Parties may on not less than 30 Working Days’ notice to the other Party amend this agreement to ensure that it complies with any guidance issued by the Information Commissioner’s Office.

**Schedule B**

**Terms and Conditions of Contract FOR**

**THE PROVISION OF SERVICES**

This Contract will be subject to the overall terms and conditions set out in the Form of Agreement. However, the Contractor’s standard terms of engagement detailed below shall also apply, on the basis that these terms will be subordinate to the terms of the Form of Agreement, so that in the event of conflict the Form of Agreement contract terms will take precedence.

**Schedule C**

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**HSE FLEXIBLE WORKFORCE SOLUTIONS FRAMEWORK**

**ORDER FORM**

**Part 1 : Client Information**

|  |  |
| --- | --- |
| **Health and Safety Executive** **Customer** | **tba** |
| **Service Address** | **tba** |
| **Line Manager** | **tba****Tel : tba****Email :** **tba@hse.gov.uk****(timesheet authorisation, as above unless stated otherwise)** |
| **HSE CONTRACT Ref No.** | **tba** |

|  |  |
| --- | --- |
| **Contractor** | **ROC SEARCH LIMITED** |
| **Service Address** | **33 Kings Road****White Building****Reading****Berkshire****RG1 3AR** |
| **Account Manager** | **STUART CHAPPELL****Tel : 0161 956 3563****Email :** s.chappell@roc-serach.com |

**PART 2 : SERVICE REQUIREMENTS**

|  |  |
| --- | --- |
| **NAME OF INTERIM PERSONNEL** |  |
| **FRAMEWORK DISCIPLINE AREA** |  |
| **JOB ROLE / TITLE** |  |
| **JOB DESCRIPTION**(including details if part-time / full-time, hours of work, location) |  |
| **DELIVERABLES** |  |
| **IR35 ASSESSMENT** |  |
| **START DATE** |  |
| **END DATE** |  |
| **TERMINATION** | **A Termination Notice Period of two (2) weeks is applicable to this assignment, unless otherwise agreed in writing between both parties.** |

**PART 3 : FEES / CHARGES**

**i) DAILY CHARGE RATE APPLICABLE**

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| PayRate | WTD | Premium | NI | Pension | ApprenticeLevy | ContractorFee | **Total Charge** |
|  |  |  |  |  |  |  |  |

**ii) TRAVEL AND SUBSISTENCE**

|  |
| --- |
| Where appropriate, HSE will pay actual and reasonable Travel and Subsistence costs to the contracted Interim Personnel, subject to the prior approval of their HSE Line Manager and in line with the follwing HSE Standard Travel and Subsistence rates. |

**PART 4 : INVOICING & PAYMENTS**

All invoices raised must include the relevant Purchase Order number. Failure to include the Purchase Order Number may delay payment. In all cases ivoices should be submitted to the following address :

.

|  |  |
| --- | --- |
| **Invoicing Address**(electronic only) | **APinvoices-HAS-U@sscl.gse.gov.uk** |
| **Purchase Order No.**(to be quoted on all invoices) |  |

**PART 5 : SIGNATORIES**

By signing and returning this Order Form the Contractor agrees to enter into a legally binding contract with HSE to provide the services under the terms of the Form of Agreement and specified in the Order Form.

**IN WITNESS WHEREOF THIS CONTRACT HAS BEEN AGREED:**

|  |  |
| --- | --- |
| Signature |  |
| Name in Capitals |  |
| Position |  |
| Date |  |

Duly authorised to sign on behalf of

**ROC SEARCH LIMITED**

33 Kings Road, White Building, Reading, Berkshire, RG1 3AR

|  |  |
| --- | --- |
| Signature |  |
| Name in Capitals |  |
| Position |  |
| Date |  |

Duly authorised to sign on behalf of the

**HEALTH AND SAFETY EXECUTIVE**

Redgrave Court, Merton Road, Bootle, Merseyside L20 7HS