

Framework Schedule 6 (Order Form Template and Call-Off Schedules)
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Framework Schedule 6 (Direct Award short order form template and Call-Off Schedules)

Order Form

CALL-OFF REFERENCE: **C389019**

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

BUYER ADDRESS: 39 Victoria Street, London, SW1H 0EU.

THE SUPPLIER: **IRG Advisors LLP t/a Odgers**

SUPPLIER ADDRESS: **20 Cannon Street, London, EC4M 6XD**

REGISTRATION NUMBER: **OC354226**

DUNS NUMBER: **216693869**

SID4GOV ID: **1635246216**

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.

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated **05/11/2025**

It's issued under the Framework Contract with the reference number RM6290 for the provision of Executive & Non-Executive Recruitment Services.

CALL-OFF LOT(S):

- Non-Executive and Public Appointments

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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
2. Joint Schedule 1(Definitions and Interpretation) **RM6290**
3. The following Schedules in equal order of precedence:
 - Joint Schedules for **RM6290**
 - Joint Schedule 11 (Processing Data)
 - Call-Off Schedules for **RM6290**
 - Call-Off Schedule 5 (Pricing Details)
 - Call-Off Schedule 20 (Call-Off Specification)
4. CCS Core Terms (version 3.0.11)
5. Joint Schedule 5 (Corporate Social Responsibility) **RM6290**

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: 13/11/2025

CALL-OFF EXPIRY DATE: 31/03/2027

GDPR POSITION

Independent Data Controller

MAXIMUM LIABILITY

The limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the Core Terms.

CALL-OFF DELIVERABLES

Please see call off schedule 20

CALL-OFF CHARGES

Please see call off schedule 5

PAYMENT METHOD

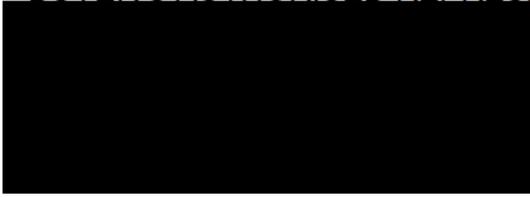
Via BACS within 30 days of receiving a valid invoice

BUYER'S INVOICE ADDRESS:

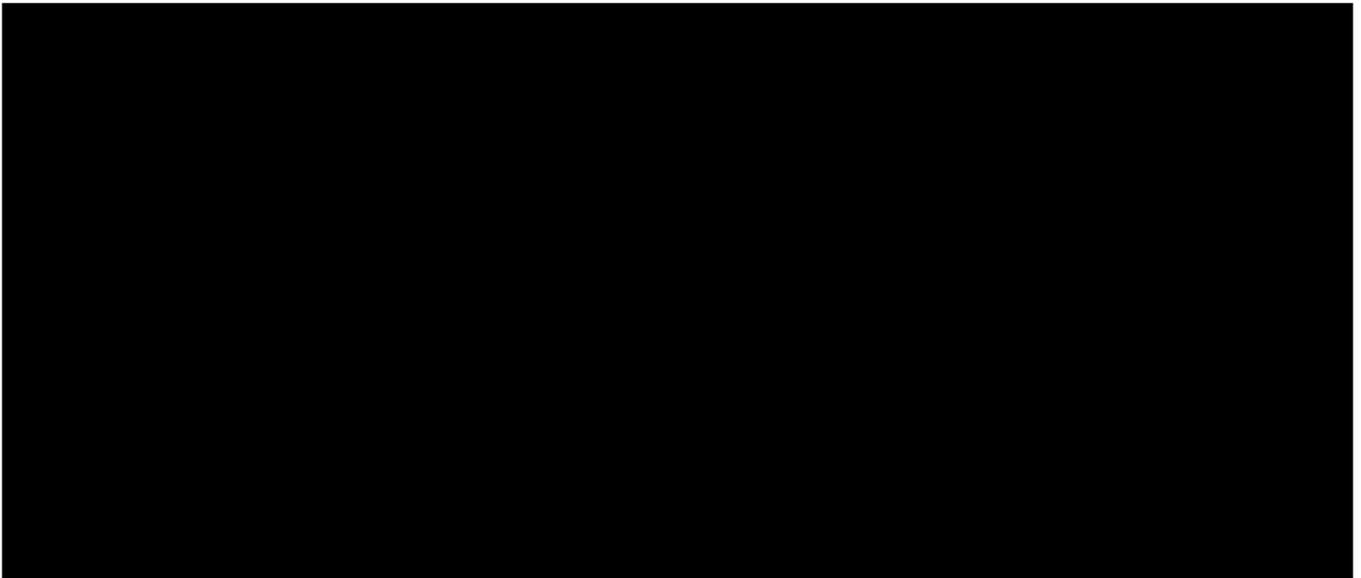


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BUYER'S AUTHORISED REPRESENTATIVE



SUPPLIER'S AUTHORISED REPRESENTATIVE



execution by seal / deed where required by the Buyer.

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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*) of the Core Terms;
 - (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:

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- (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 8 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 7 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 7 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

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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 18 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

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

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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
 - (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.

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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 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 Data Protection Officer are:

[Redacted]

1.2 The contact details of the Supplier's Data Protection Officer are:

[Redacted]

1.3

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

1.5 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> <p><i>The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of:</i></p> <ul style="list-style-type: none"> ● <i>Business contact details of Supplier Personnel for which the Supplier is the Controller,</i> ● <i>Business contact details of any directors, officers, employees, agents, consultants and contractors of Relevant Authority (excluding the Supplier Personnel) engaged in the performance of the Relevant Authority's duties under the Contract) for which the Relevant Authority is the Controller,</i> <p><i>Personal Data provided by one Party who is Controller to the other Party who will separately determine the nature and purposes of its Processing the Personal Data on receipt e.g. where (1) the Supplier has professional or regulatory obligations in respect of Personal Data received, (2) a standardised service is such that the Relevant Authority cannot dictate the way in which Personal Data is processed by the Supplier, or (3) where the Supplier comes to the transaction with Personal Data for which it is already Controller for use by the Relevant Authority</i></p>
Duration of the Processing	From award until expiry of all Call Off Contracts under RM6290.

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<p>Nature and purposes of the Processing</p>	<p>Managing the obligations under the Framework Agreement, including exit management, and other associated activities.</p> <p>This information may be shared with the Authority to enable compliance checks on the Supplier to be undertaken. This information will be shared digitally in a secure manner.</p>
<p>Type of Personal Data</p>	<p>All Data Subjects</p> <p><i>As following, but not limited to:</i></p> <p><i>Full name, Workplace address, Workplace Phone Number, Workplace email address, Names, Job Title, Compensation, Tenure Information, Qualifications or Certifications, Nationality, Education & training history, Previous work history, Personal Interests, References and referee details, Driving license details, National insurance number, Bank statements, Utility bills, Job title or role</i></p> <p><i>Job application details, Start date, End date & reason for termination, Contract type, Compensation data, Photographic Facial Image, Biometric data, Birth certificates, IP Address,</i></p> <p><i>Details of physical and psychological health or medical condition</i></p> <p><i>Next of kin & emergency contact details, Record of absence, time tracking & annual leave</i></p>
<p>Categories of Data Subject</p>	<p>Data Subjects may include:</p> <ul style="list-style-type: none"> ● Staff (employees) and Contracted Employee ● Self Employed Contractors ● Customers/Clients ● Suppliers
<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</p>	<p>The Supplier must retain and store securely any data in relation to a Call Off Contract for a minimum of 7 years after the expiry of the agreement. Once this period has ended the Supplier must destroy any data stored in line with 10.5 of the Core Terms.</p>

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<p>preserve that type of data</p>	
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2. Data Protection Breach

2.1 Without prejudice to clause 3.2, each Party shall notify the other Party promptly and without undue delay, and in any event within 48 hours, upon becoming aware of any Personal Data Breach or circumstances that are likely to give rise to a Personal Data Breach, providing the other Party and its advisors with:

- (a) sufficient information and in a timescale which allows the other Party to meet any obligations to report a Personal Data Breach under the Data Protection Legislation; and
- (b) all reasonable assistance, including:
 - (i) co-operation with the other Party and the Information Commissioner investigating the Personal Data Breach and its cause, containing and recovering the compromised Personal Data and compliance with the applicable guidance;
 - (ii) co-operation with the other Party including taking such reasonable steps as are directed by the other Party to assist in the investigation, mitigation and remediation of a Personal Data Breach;
 - (iii) co-ordination with the other Party regarding the management of public relations and public statements relating to the Personal Data Breach; and/or
 - (iv) providing the other Party and to the extent instructed by the other Party to do so, and/or the Information Commissioner investigating the Personal Data Breach, with complete information relating to the Personal Data Breach, including, without limitation, the information set out in Clause 3.2.

2.2 Each Party shall take all steps to restore, re-constitute and/or reconstruct any Personal Data where it has lost, damaged, destroyed, altered or corrupted as a result of a Personal Data Breach as it was that Party's own data at its own cost with all possible speed and shall provide the other Party with all reasonable assistance in respect of any such Personal Data Breach, including providing the other Party, as soon as possible and within 48 hours of the Personal Data Breach relating to the Personal Data Breach, in particular:

- (a) the nature of the Personal Data Breach;

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

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- (b) the nature of Personal Data affected;
- (c) the categories and number of Data Subjects concerned;
- (d) the name and contact details of the Supplier's Data Protection Officer or other relevant contact from whom more information may be obtained;
- (e) measures taken or proposed to be taken to address the Personal Data Breach; and
- (f) describe the likely consequences of the Personal Data Breach.

3. Audit

3.1 The Supplier shall permit:

- (a) the Relevant Authority, or a third-party auditor acting under the Relevant Authority's direction, to conduct, at the Relevant Authority's cost, data privacy and security audits, assessments and inspections concerning the Supplier's data security and privacy procedures relating to Personal Data, its compliance with this Annex 2 and the Data Protection Legislation; and/or
- (b) the Relevant Authority, or a third-party auditor acting under the Relevant Authority's direction, access to premises at which the Personal Data is accessible or at which it is able to inspect any relevant records, including the record maintained under Article 30 UK GDPR by the Supplier so far as relevant to the Contract, and procedures, including premises under the control of any third party appointed by the Supplier to assist in the provision of the Deliverables.

3.2 The Relevant Authority may, in its sole discretion, require the Supplier to provide evidence of the Supplier's compliance with Clause 4.1 in lieu of conducting such an audit, assessment or inspection.

4. Impact Assessments

4.1 The Parties shall:

- (a) provide all reasonable assistance to each other to prepare any Data Protection Impact Assessment as may be required (including provision of detailed information and assessments in relation to Processing operations, risks and measures); and
- (b) maintain full and complete records of all Processing carried out in respect of the Personal Data in connection with the Contract, in accordance with the terms of Article 30 UK GDPR.

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5. ICO Guidance

The Parties agree to take account of any guidance issued by the Information Commissioner and/or any relevant Central Government Body. 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 and/or any relevant Central Government Body.

6. Liabilities for Data Protection Breach

6.1 If financial penalties are imposed by the Information Commissioner on either the Relevant Authority or the Supplier for a Personal Data Breach ("**Financial Penalties**") then the following shall occur:

- (a) if in the view of the Information Commissioner, the Relevant Authority is responsible for the Personal Data Breach, in that it is caused as a result of the actions or inaction of the Relevant Authority, its employees, agents, contractors (other than the Supplier) or systems and procedures controlled by the Relevant Authority, then the Relevant Authority shall be responsible for the payment of such Financial Penalties. In this case, the Relevant Authority will conduct an internal audit and engage at its reasonable cost when necessary, an independent third party to conduct an audit of any such Personal Data Breach. The Supplier shall provide to the Relevant Authority and its third party investigators and auditors, on request and at the Supplier's reasonable cost, full cooperation and access to conduct a thorough audit of such Personal Data Breach;
- (b) if in the view of the Information Commissioner, the Supplier is responsible for the Personal Data Breach, in that it is not a Personal Data Breach that the Relevant Authority is responsible for, then the Supplier shall be responsible for the payment of these Financial Penalties. The Supplier will provide to the Relevant Authority and its auditors, on request and at the Supplier's sole cost, full cooperation and access to conduct a thorough audit of such Personal Data Breach; or
- (c) if no view as to responsibility is expressed by the Information Commissioner, then the Relevant Authority and the Supplier shall work together to investigate the relevant Personal Data Breach and allocate responsibility for any Financial Penalties as outlined above, or by agreement to split any financial penalties equally if no responsibility for the Personal Data Breach can be apportioned. In the event that the Parties do not agree such apportionment then such Dispute shall be referred to the Dispute Resolution Procedure set out in Clause 34 of the Core Terms (Resolving disputes).

6.2 If either the Relevant Authority or the Supplier is the defendant in a legal claim brought before a court of competent jurisdiction ("Court") by a third party in respect of a Personal Data Breach, then unless the Parties otherwise agree, the Party that is determined by the final decision of the court to be responsible for the Personal Data Breach shall be liable for the losses arising from such

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Personal Data Breach. Where both Parties are liable, the liability will be apportioned between the Parties in accordance with the decision of the Court.

6.3 In respect of any losses, cost claims or expenses incurred by either Party as a result of a Personal Data Breach (the "Claim Losses"):

- (a) if the Relevant Authority is responsible for the relevant Personal Data Breach, then the Relevant Authority shall be responsible for the Claim Losses;
- (b) if the Supplier is responsible for the relevant Personal Data Breach, then the Supplier shall be responsible for the Claim Losses: and
- (c) if responsibility for the relevant Personal Data Breach is unclear, then the Relevant Authority and the Supplier shall be responsible for the Claim Losses equally.

6.4 Nothing in either clause 7.2 or clause 7.3 shall preclude the Relevant Authority and the Supplier reaching any other agreement, including by way of compromise with a third party complainant or claimant, as to the apportionment of financial responsibility for any Claim Losses as a result of a Personal Data Breach, having regard to all the circumstances of the Personal Data Breach and the legal and financial obligations of the Relevant Authority.

7. Termination

If the Supplier is in material Default under any of its obligations under this Annex 2 (*Joint Controller Agreement*), the Relevant Authority shall be entitled to terminate the Contract by issuing a Termination Notice to the Supplier in accordance with Clause 10 of the Core Terms (*Ending the contract*).

8. Sub-Processing

8.1 In respect of any Processing of Personal Data performed by a third party on behalf of a Party, that Party shall:

- (a) carry out adequate due diligence on such third party to ensure that it is capable of providing the level of protection for the Personal Data as is required by the Contract, and provide evidence of such due diligence to the other Party where reasonably requested; and
- (b) ensure that a suitable agreement is in place with the third party as required under applicable Data Protection Legislation.

9. Data Retention

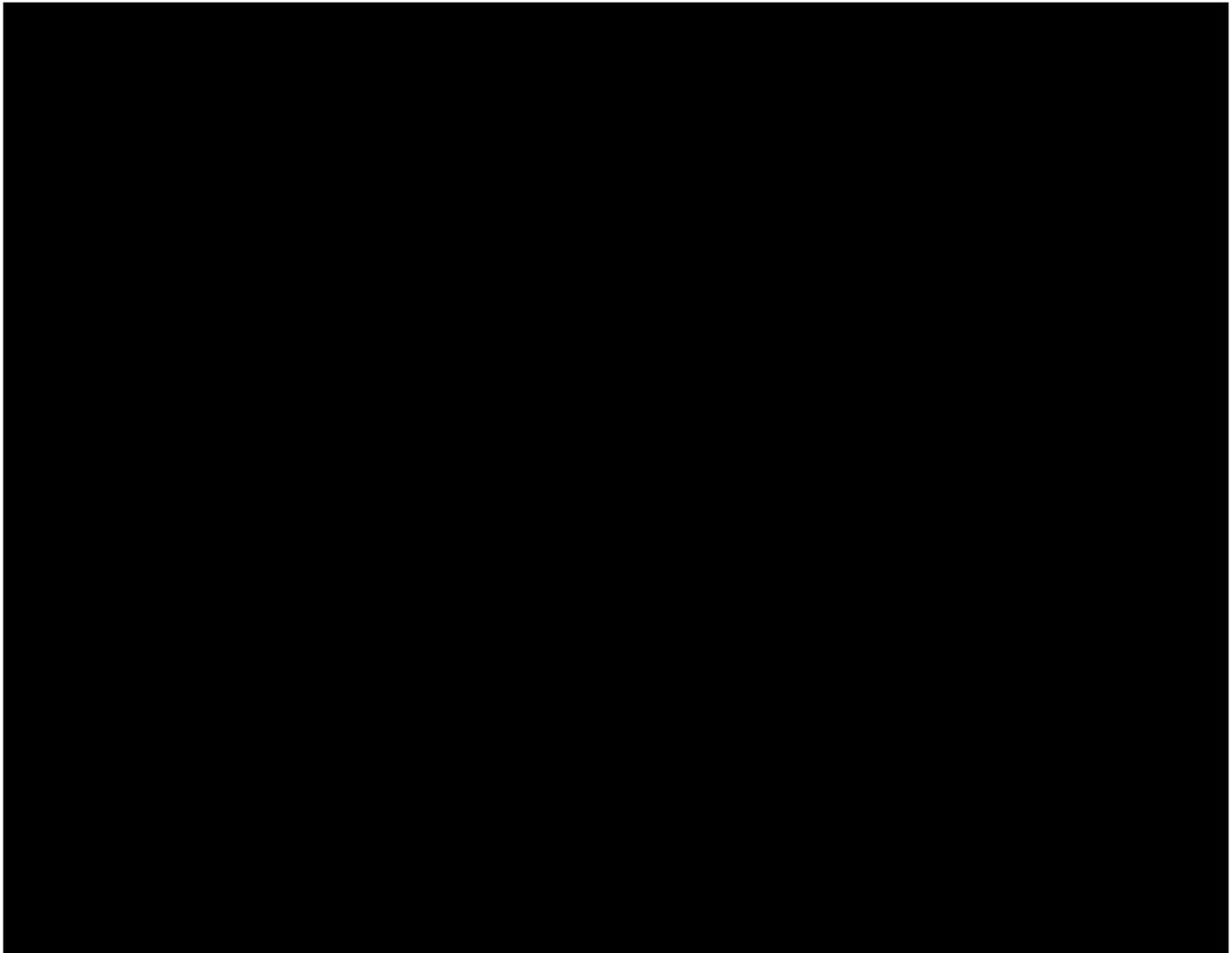
The Parties agree to erase Personal Data from any computers, storage devices and storage media that are to be retained as soon as practicable after it has

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

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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 a 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.

Call-Off Schedule 5 (Pricing Details)



Framework Schedule 6 (Order Form Template and Call-Off Schedules)
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Call-Off Schedule 20 (Call-Off Specification)

This Schedule sets out the characteristics of the Deliverables that the Supplier will be required to make to the Buyers under this Call-Off Contract:

SERVICE SPECIFICATION

Introduction

The Secretary of State for Health and Social Care and the Department of Health and Social Care (DHSC) are responsible for making non-executive, public appointments to the boards of a range of DHSC's Arm's Length Bodies (ALBs) and Committees. Those appointed play a key leadership role not just for the organisation to which they are appointed, but for the whole health and social care system. This contract is required to support DHSC in making these appointments.

Purpose

The contract will support DHSC in two main areas in making public appointments: i) assessing candidate's written applications and ii) maintaining and developing our talent pipeline. The contract will also provide scope to iii) provide on occasion and on request, some additional support services.

The contract will be effective from the 13 November 2025 for 17 months. The Authority at its sole discretion may extend the contract for up to 12 months and up to £81,694 in value excluding VAT subjected to relevant approvals and budget availability.

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

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Background

DHSC's Public Appointments include the Chairs and Non-Executive Directors of our ALBs, such as the Care Quality Commission, National Institute for Health and Care Excellence and the Food Standards Agency. In making Public Appointments, we are expected to abide by the Governance Code on Public Appointments, which is regulated by the Commissioner for Public Appointments. It requires that roles are openly advertised and properly promoted to attract a diverse range of quality candidates, that candidates are fairly assessed and appointments are made on merit. DHSC Officials manage the process.

Whilst the process is primarily managed in-house, DHSC needs external expertise and capacity to help assess the hundreds of applications for public appointments received each year, and to maintain and grow a diverse talent pipeline of potential candidates.

Scope of requirement

The requirement is for the provision of services to support the pre-assessment of candidate applications for public appointments; maintain and develop DHSC's talent pipeline for such roles; and provide on occasion and request, some additional support services.

The provider should deliver an overall value for money service, including in terms of savings achieved through innovation, efficiencies, and continuous improvement.

Although the plan is that the successful supplier will carry out support for all relevant appointments requiring the services described here, DHSC reserves the right to contract with a different organisation on the odd occasion if it feels that the successful supplier is unable to meet its requirements.

Pre-assessment

To effectively assess the quality and fit of candidates for public appointments, both Panels and Ministers require an initial, pre-assessment of all written candidate applications.

The contractor will be required to produce timely and high-quality pre-assessment reports for each commissioned recruitment, completing a proforma supplied by DHSC and following any guidance from DHSC, whereby each candidate's written application (CV and supporting letter) is assessed against the published person specification, and for each candidate the following is provided:

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- a short biography that briefly captures the key elements of their CV – up to a maximum of 50 words
- a rating of A, B, C or D assessed against the descriptions for each rating which will be provided by DHSC
- the fit against the person specification for the role – in around 100 words for A candidates; 50 words for B; and 25 words for C and D; and
- a completed 'tick-box' exercise (from a list supplied by DHSC) on the candidate's main skills/experience (e.g. 'finance'; 'lawyer'; 'clinical'; etc) – which allows data to be more easily interrogated by DHSC when looking for potential candidates for other recruitments.

DHSC will inform the Contractor when an advert is due to go live, along with the planned closing date and when the expected deadline is for pre-assessment to be complete. The Contractor will receive or have access to the applications either before and/or when the advert closes.

It is not possible to confirm exactly how many recruitments will take place over the time of the contract and how many applications will be received. However, over the course of the next 17 months from November 2025, we estimate DHSC may receive around 976 applications for public appointments. To note, this is only a guide and not a commitment to a minimum or maximum number.

Due to the nature of the work and recruitment campaign cycles, this may potentially result in periods of peaks and troughs in the pre-assessment work throughout the duration of the contract. DHSC will share a wider forward look on appointments that may be coming up over the year to help the contractor's advanced planning.

On occasions and on request, the contractor may also be asked to supply some additional written feedback to DHSC which expands on the written assessment of a candidate they had already provided. This would be to support DHSC's feedback to a very limited number of unsuccessful candidates, which may include cases when an assessment rating has been questioned.

The contractor should also provide an annual report that captures and interprets anonymised data across all the pre-assessments they have carried out over the year and makes recommendations for how the process can continue to improve.

Talent list

DHSC currently manages a list of over 350 names of people who we think could be strong potential candidates for some of our public appointments, and who have expressed an interest in our roles.

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The contractor will be required to:

- keep the biographies and due diligence checks (standard google and social media checks) on these potential candidates up to date, at least every 6 months. High-level findings from checks should be summarised for DHSC, with a focus on alerting DHSC to potential areas of concern.
- regularly review and strengthen the list with the addition of new names. New names should ideally also bring diversity, particularly being more representative of the UK's nations and regions. DHSC will provide steers on the key skills, experience and any further diversity characteristics we would ideally like new potential candidates to bring, which may evolve over the course of the contract.
- secure agreement from the new, additional potential candidates that DHSC can hold their data and can approach them for roles.

Additional support services

The contractor will be expected to provide on occasion and on request, some additional support services:

Reasonable adjustments

DHSC may ask for help to offer some reasonable adjustments to a candidate so that they can make an application, and/or that their application can be fairly assessed. The nature of the support will naturally be case specific and is not currently expected to be requested more than twice over the course of the contract.

Feedback

On occasion (not currently expected to be more than twice over the course of the contract) we may ask for a brief feedback session to be held with an unsuccessful candidate (e.g. someone who applied through the Disability Confident Scheme) to offer career and/or drafting advice in relation to future applications.

Advertising and promoting roles

Whilst the process of advertising and promoting roles is managed by DHSC, we may by exception require support in the preparation of adverts and in engaging with specialist media or networks. This may include scope to help promote our roles at no additional cost, to offer advice and strategies on effective advertising routes, including the use of social media and/or to manage the advertising process in agreed media/publications on DHSC's behalf (the latter is not expected to be required more than once over the contract).

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Alternative formats

We also need scope from the contract to provide support for any candidate requests for alternative formats for recruitment material, the conversion of candidate applications to/from braille, audio etc, and translation services for some recruitments e.g. Welsh/English. We do not currently expect to commission such support more than once over the course of the contract.

It is vital to ensure that all skills and knowledge gained by the contractor in delivering the above requirements are transferred to DHSC through lessons learned sessions between DHSC and the Contractor to be held throughout and at the end of the contract, and the provision of an overarching pre-assessment report, noted earlier in this document, to capture data and to make recommendations for service improvements.

Service levels and performance

The Contractor should appoint a Supplier Contract Manager to oversee the work and liaise with and report as DHSC requires, to DHSC's Contract Manager.

The Supplier Contract Manager will:

- a) Perform quality assurance on all aspects of the programme.
- b) Provide the Department with timely and ongoing evaluation and quality assurance information relating to the programme.
- c) Provide monthly updates on costs.
- d) Provide feedback from key stakeholders.
- e) Provide management information, within reasonable timescales (ideally within 3 working days), in a format that it can be easily manipulated (e.g. MS Office applications) and at no additional cost to the Department.
- f) Hold quarterly review meetings with the Departmental Contract Manager to discuss the contract, and which may include but will not be limited to:
 - Service delivery and any issues (including any complaints of poor performance and any actions taken)
 - Consideration of any improvements or developments
 - Any changes to key personnel, processes, or delivery, etc.

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The Key Performance Indicators that will be used to measure the success of the contract will be as follows:

- a) Pre-assessment reports for all commissioned recruitment campaigns are sent to DHSC within 3 working days of receiving final applications; are of high quality, with attention to detail; and that assessments made are against the person specification for a role, and in line with any further guidance from DHSC.
- b) Biographies and due diligence checks (standard google and social media checks) on potential candidates on DHSC's talent list are accurate and up to date. DHSC are alerted to any concerns identified in due diligence checks.
- c) Regular review and supply of new high-quality potential candidates, agreed by DHSC, are added to DHSC's talent list.
- d) When on occasion and request, the additional support services set out in this contract are commissioned, delivery has been efficient and of high-quality.
- e) The contractor has evidenced flexibility and the ability (capacity and capability) to respond to requests or changes in commissions for services covered by this contract, at short notice, for example due to new steers from Ministers.
- f) If there are issues with service delivery, the Supplier Contract Manager will acknowledge the DHSC Programme Manager's concerns/issues within 24 hours and will propose a series of remedial actions within 72 hours, to prevent further occurrences.

DHSC may seek feedback on the Contractors performance, including potentially from Ministers, senior officials, assessment panels, candidates and auditors (acting on behalf of the Commissioner for Public Appointments).

The Contractor will:

- a) Monitor the quality of the service provision to ensure customer satisfaction in accordance with the key performance indicators outlined in the Contract, unless otherwise approved by the DHSC Programme Manager.
- b) Provide a report on progress in delivering the requirement to the DHSC Programme Manager on a regular basis, at least quarterly.
- c) Attend meetings to review progress and discuss the service, as required by the DHSC Programme Manager.
- d) Attend a post contract review with the Department to review whether the objectives of the contract were met, to review the benefits achieved and to identify any lessons learnt for future projects.

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Security requirements

Information regarding candidates is confidential and requirements of the General Data Protection Regulations (GDPR) need to be followed. DHSC officials will agree a process with the Contractor to ensure compliance with GDPR Regulations.