



Crown
Commercial
Service

HER MAJESTY'S TREASURY

- and -

UPREACH SERVICES LIMITED

ATTACHMENT 5

relating to

CCHR21A13

**PROVISION OF DIVERSITY OUTREACH SERVICES
FOR GRADUATE RECRUITMENT**

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ANNEX 1 – TERMS AND CONDITIONS

1 INTERPRETATION

1.1 In these terms and conditions:

“Agreement”	means the contract between (i) the Customer acting as part of the Crown and (ii) the Supplier constituted by the Supplier’s countersignature of the Award Letter and includes the Award Letter;
“Award Letter”	means the letter (including the Annexes thereto) from the Customer to the Supplier via the e-Sourcing Suite at the point of award;
“Central Government Body”	<p>means a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics:</p> <ul style="list-style-type: none">(a) Government Department;(b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);(c) Non-Ministerial Department; or(d) Executive Agency;
“Charges”	means the charges for the Services as specified in the Award Letter;
“Confidential Information”	means all information, whether written or oral (however recorded), provided by the disclosing Party to the receiving Party and which (i) is known by the receiving Party to be confidential; (ii) is marked as or stated to be confidential; or (iii) ought reasonably to be considered by the receiving Party to be confidential;
“Customer”	means the Contracting Authority/Customer named in the Award Letter;
“DPA”	means the Data Protection Act 2018;
“Expiry Date”	means the date for expiry of the Agreement as set out in the Award Letter;
“FOIA”	means the Freedom of Information Act 2000;
“Information”	has the meaning given under section 84 of the FOIA;
“Key Personnel”	means any persons specified as such in the Award Letter or otherwise notified as such by the Customer to the Supplier in writing;
“Party”	means the Supplier or the Customer (as appropriate) and “Parties” shall mean both of them;
“Personal Data”	means personal data (as defined in the DPA) which is processed by the Supplier or any Staff on behalf of the Customer pursuant to or in connection with this Agreement;
“Personal Data Breach”	shall have the same meaning as in Article 4(12) UK GDPR



"Purchase Order Number"	means the Customer's unique number relating to the supply of the Services;
"Request for Information"	has the meaning set out in the FOIA or the Environmental Information Regulations 2004 as relevant (where the meaning set out for the term "request" shall apply);
"Services"	means the services to be supplied by the Supplier to the Customer under the Agreement;
"Specification"	means the specification for the Services (including as to quantity, description and quality) as specified in the Award Letter;
"Start Date"	means the commencement date of the Agreement as set out in the Award Letter;
"Staff"	means all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any sub-contractor of the Supplier engaged in the performance of the Supplier's obligations under the Agreement;
"Staff Vetting Procedures"	means vetting procedures that accord with good industry practice or, where requested by the Customer, the Customer's procedures for the vetting of personnel as provided to the Supplier from time to time;
"Supplier"	means the person named as Supplier in the Award Letter;
"Term"	means the period from the Start Date of the Agreement set out in the Award Letter to the Expiry Date as such period may be extended in accordance with clause 4.2 or terminated in accordance with the terms and conditions of the Agreement;
UK GDPR	means the UK General Data Protection Regulation
"VAT"	means value added tax in accordance with the provisions of the Value Added Tax Act 1994; and
"Working Day"	means a day (other than a Saturday or Sunday) on which banks are open for business in the City of London.

1.2 In these terms and conditions, unless the context otherwise requires:

- 1.2.1 references to numbered clauses are references to the relevant clause in these terms and conditions;
- 1.2.2 any obligation on any Party not to do or omit to do anything shall include an obligation not to allow that thing to be done or omitted to be done;
- 1.2.3 the headings to the clauses of these terms and conditions are for information only and do not affect the interpretation of the Agreement;
- 1.2.4 any reference to an enactment includes reference to that enactment as amended or replaced from time to time and to any subordinate legislation or byelaw made under that enactment; and
- 1.2.5 the word 'including' shall be understood as meaning 'including without limitation'.

2 BASIS OF AGREEMENT

2.1 The Award Letter constitutes an offer by the Customer to purchase the Services subject

to and in accordance with the terms and conditions of the Agreement.

- 2.2 The offer comprised in the Award Letter shall be deemed to be accepted by the Supplier on receipt by the Customer, within 7 days of the date of the award letter, of a copy of the Award Letter countersigned by the Supplier.

3 SUPPLY OF SERVICES

- 3.1 In consideration of the Customer's agreement to pay the Charges, the Supplier shall supply the Services to the Customer for the Term subject to and in accordance with the terms and conditions of the Agreement.
- 3.2 In supplying the Services, the Supplier shall:
- 3.2.1 co-operate with the Customer in all matters relating to the Services and comply with all the Customer's instructions;
 - 3.2.2 perform the Services with all reasonable care, skill and diligence in accordance with good industry practice in the Supplier's industry, profession or trade;
 - 3.2.3 use Staff who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with the Agreement;
 - 3.2.4 ensure that the Services shall conform with all descriptions, requirements, service levels and specifications set out in the Specification;
 - 3.2.5 comply with all applicable laws; and
 - 3.2.6 provide all equipment, tools and vehicles and other items as are required to provide the Services.
- 3.3 The Customer may by written notice to the Supplier at any time request a variation to the scope of the Services. In the event that the Supplier agrees to any variation to the scope of the Services, the Charges shall be subject to fair and reasonable adjustment to be agreed in writing between the Customer and the Supplier.

4 TERM

- 4.1 The Agreement shall take effect on the Start Date and shall expire on the Expiry Date, unless it is otherwise extended in accordance with clause 4.2 or terminated in accordance with the terms and conditions of the Agreement.
- 4.2 The Customer may extend the Agreement for a period of up to 6 months by giving not less than 10 Working Days' notice in writing to the Supplier prior to the Expiry Date. The terms and conditions of the Agreement shall apply throughout any such extended period.

5 CHARGES, PAYMENT AND RECOVERY OF SUMS DUE

- 5.1 The Charges for the Services shall be as set out in the Award Letter and shall be the full and exclusive remuneration of the Supplier in respect of the supply of the Services. Unless otherwise agreed in writing by the Customer, the Charges shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the performance of the Services.
- 5.2 All amounts stated are exclusive of VAT which shall be charged at the prevailing rate. The Customer shall, following the receipt of a valid VAT invoice, pay to the Supplier a sum equal to the VAT chargeable in respect of the Services.
- 5.3 The Supplier shall invoice the Customer as specified in the Agreement. Each invoice shall include such supporting information required by the Customer to verify the accuracy



of the invoice, including the relevant Purchase Order Number and a breakdown of the Services supplied in the invoice period.

- 5.4 In consideration of the supply of the Services by the Supplier, the Customer shall pay the Supplier the invoiced amounts no later than 30 days after verifying that the invoice is valid and undisputed and includes a valid Purchase Order Number. The Customer may, without prejudice to any other rights and remedies under the Agreement, withhold or reduce payments in the event of unsatisfactory performance.
- 5.5 If the Customer fails to consider and verify an invoice in a timely fashion the invoice shall be regarded as valid and undisputed for the purpose of paragraph 5.4 after a reasonable time has passed.
- 5.6 If there is a dispute between the Parties as to the amount invoiced, the Customer shall pay the undisputed amount. The Supplier shall not suspend the supply of the Services unless the Supplier is entitled to terminate the Agreement for a failure to pay undisputed sums in accordance with clause 16.4. Any disputed amounts shall be resolved through the dispute resolution procedure detailed in clause 19.
- 5.7 If a payment of an undisputed amount is not made by the Customer by the due date, then the Customer shall pay the Supplier interest at the interest rate specified in the Late Payment of Commercial Debts (Interest) Act 1998.
- 5.8 Where the Supplier enters into a sub-contract, the Supplier shall include in that sub-contract:
- 5.8.1 provisions having the same effects as clauses 5.3 to 5.7 of this Agreement; and
 - 5.8.2 a provision requiring the counterparty to that sub-contract to include in any sub-contract which it awards provisions having the same effect as 5.3 to 5.8 of this Agreement.
 - 5.8.3 In this clause 5.8, "sub-contract" means a contract between two or more suppliers, at any stage of remoteness from the Customer in a subcontracting chain, made wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of this Agreement.
- 5.9 If any sum of money is recoverable from or payable by the Supplier under the Agreement (including any sum which the Supplier is liable to pay to the Customer in respect of any breach of the Agreement), that sum may be deducted unilaterally by the Customer from any sum then due, or which may come due, to the Supplier under the Agreement or under any other agreement or contract with the Customer. The Supplier shall not be entitled to assert any credit, set-off or counterclaim against the Customer in order to justify withholding payment of any such amount in whole or in part.

6 PREMISES AND EQUIPMENT

- 6.1 If necessary, the Customer shall provide the Supplier with reasonable access at reasonable times to its premises for the purpose of supplying the Services. All equipment, tools and vehicles brought onto the Customer's premises by the Supplier or the Staff shall be at the Supplier's risk.
- 6.2 If the Supplier supplies all or any of the Services at or from the Customer's premises, on completion of the Services or termination or expiry of the Agreement (whichever is the earlier) the Supplier shall vacate the Customer's premises, remove the Supplier's plant, equipment and unused materials and all rubbish arising out of the provision of the

Services and leave the Customer's premises in a clean, safe and tidy condition. The Supplier shall be solely responsible for making good any damage to the Customer's premises or any objects contained on the Customer's premises which is caused by the Supplier or any Staff, other than fair wear and tear.

- 6.3 If the Supplier supplies all or any of the Services at or from its premises or the premises of a third party, the Customer may, during normal business hours and on reasonable notice, inspect and examine the manner in which the relevant Services are supplied at or from the relevant premises.
- 6.4 The Customer shall be responsible for maintaining the security of its premises in accordance with its standard security requirements. While on the Customer's premises the Supplier shall, and shall procure that all Staff shall, comply with all the Customer's security requirements.
- 6.5 Where all or any of the Services are supplied from the Supplier's premises, the Supplier shall, at its own cost, comply with all security requirements specified by the Customer in writing.
- 6.6 Without prejudice to clause 3.2.6, any equipment provided by the Customer for the purposes of the Agreement shall remain the property of the Customer and shall be used by the Supplier and the Staff only for the purpose of carrying out the Agreement. Such equipment shall be returned promptly to the Customer on expiry or termination of the Agreement.
- 6.7 The Supplier shall reimburse the Customer for any loss or damage to the equipment (other than deterioration resulting from normal and proper use) caused by the Supplier or any Staff. Equipment supplied by the Customer shall be deemed to be in a good condition when received by the Supplier or relevant Staff unless the Customer is notified otherwise in writing within 5 Working Days.

7 STAFF AND KEY PERSONNEL

- 7.1 If the Customer reasonably believes that any of the Staff are unsuitable to undertake work in respect of the Agreement, it may, by giving written notice to the Supplier:
 - 7.1.1 refuse admission to the relevant person(s) to the Customer's premises;
 - 7.1.2 direct the Supplier to end the involvement in the provision of the Services of the relevant person(s); and/or
 - 7.1.3 require that the Supplier replace any person removed under this clause with another suitably qualified person and procure that any security pass issued by the Customer to the person removed is surrendered,and the Supplier shall comply with any such notice.
- 7.2 The Supplier shall:
 - 7.2.1 ensure that all Staff are vetted in accordance with the Staff Vetting Procedures;
 - 7.2.2 if requested, provide the Customer with a list of the names and addresses (and any other relevant information) of all persons who may require admission to the Customer's premises in connection with the Agreement; and
 - 7.2.3 procure that all Staff comply with any rules, regulations and requirements reasonably specified by the Customer.
- 7.3 Any Key Personnel shall not be released from supplying the Services without the agreement of the Customer, except by reason of long-term sickness, parental leave and termination of employment or other extenuating circumstances.

- 7.4 Any replacements to the Key Personnel shall be subject to the prior written agreement of the Customer (not to be unreasonably withheld). Such replacements shall be of at least equal status or of equivalent experience and skills to the Key Personnel being replaced and be suitable for the responsibilities of that person in relation to the Services.

8 ASSIGNMENT AND SUB-CONTRACTING

- 8.1 The Supplier shall not without the written consent of the Customer assign, sub-contract, novate or in any way dispose of the benefit and/ or the burden of the Agreement or any part of the Agreement. The Customer may, in the granting of such consent, provide for additional terms and conditions relating to such assignment, sub-contract, novation or disposal. The Supplier shall be responsible for the acts and omissions of its sub-contractors as though those acts and omissions were its own.
- 8.2 Where the Customer has consented to the placing of sub-contracts, the Supplier shall, at the request of the Customer, send copies of each sub-contract, to the Customer as soon as is reasonably practicable.
- 8.3 The Customer may assign, novate, or otherwise dispose of its rights and obligations under the Agreement without the consent of the Supplier provided that such assignment, novation or disposal shall not increase the burden of the Supplier's obligations under the Agreement.

9 INTELLECTUAL PROPERTY RIGHTS

- 9.1 All intellectual property rights in any materials provided by the Customer to the Supplier for the purposes of this Agreement shall remain the property of the Customer or the respective owner of such intellectual property rights but the Customer hereby grants the Supplier a royalty-free, non-exclusive and non-transferable licence to use such materials as required until termination or expiry of the Agreement for the sole purpose of enabling the Supplier to perform its obligations under the Agreement.
- 9.2 All intellectual property rights in any materials created or developed by the Supplier pursuant to the Agreement or arising as a result of the provision of the Services shall vest in the Supplier. If, and to the extent, that any intellectual property rights in such materials vest in the Customer by operation of law, the Customer hereby assigns to the Supplier by way of a present assignment of future rights that shall take place immediately on the coming into existence of any such intellectual property rights all its intellectual property rights in such materials (with full title guarantee and free from all third party rights).
- 9.3 The Supplier hereby grants the Customer:
- 9.3.1 a perpetual, royalty-free, irrevocable, non-exclusive licence (with a right to sub-license) to use all intellectual property rights in the materials created or developed pursuant to the Agreement and any intellectual property rights arising as a result of the provision of the Services; and
 - 9.3.2 a perpetual, royalty-free, irrevocable and non-exclusive licence (with a right to sub-license) to use:
 - (a) any intellectual property rights vested in or licensed to the Supplier on the date of the Agreement; and
 - (b) any intellectual property rights created during the Term but which are neither created or developed pursuant to the Agreement nor arise as a result of the provision of the Services,

including any modifications to or derivative versions of any such intellectual property

rights, which the Customer reasonably requires in order to exercise its rights and take the benefit of the Agreement including the Services provided.

- 9.4 The Supplier shall indemnify, and keep indemnified, the Customer in full against all costs, expenses, damages and losses (whether direct or indirect), including any interest, penalties, and reasonable legal and other professional fees awarded against or incurred or paid by the Customer as a result of or in connection with any claim made against the Customer for actual or alleged infringement of a third party's intellectual property arising out of, or in connection with, the supply or use of the Services, to the extent that the claim is attributable to the acts or omission of the Supplier or any Staff.

10 GOVERNANCE AND RECORDS

10.1 The Supplier shall:

- 10.1.1 attend progress meetings with the Customer at the frequency and times specified by the Customer and shall ensure that its representatives are suitably qualified to attend such meetings; and
- 10.1.2 submit progress reports to the Customer at the times and in the format specified by the Customer.

- 10.2 The Supplier shall keep and maintain until 6 years after the end of the Agreement, or as long a period as may be agreed between the Parties, full and accurate records of the Agreement including the Services supplied under it and all payments made by the Customer. The Supplier shall on request afford the Customer or the Customer's representatives such access to those records as may be reasonably requested by the Customer in connection with the Agreement.

11 CONFIDENTIALITY, TRANSPARENCY AND PUBLICITY

11.1 Subject to clause 11.2, each Party shall:

- 11.1.1 treat all Confidential Information it receives as confidential, safeguard it accordingly and not disclose it to any other person without the prior written permission of the disclosing Party; and
- 11.1.2 not use or exploit the disclosing Party's Confidential Information in any way except for the purposes anticipated under the Agreement.

11.2 Notwithstanding clause 11.1, a Party may disclose Confidential Information which it receives from the other Party:

- 11.2.1 where disclosure is required by applicable law or by a court of competent jurisdiction;
- 11.2.2 to its auditors or for the purposes of regulatory requirements;
- 11.2.3 on a confidential basis, to its professional advisers;
- 11.2.4 to the Serious Fraud Office where the Party has reasonable grounds to believe that the other Party is involved in activity that may constitute a criminal offence under the Bribery Act 2010;
- 11.2.5 where the receiving Party is the Supplier, to the Staff on a need to know basis to enable performance of the Supplier's obligations under the Agreement provided that the Supplier shall procure that any Staff to whom it discloses Confidential Information pursuant to this clause 11.2.5 shall observe the Supplier's confidentiality obligations under the Agreement; and

11.2.6 where the receiving Party is the Customer:

- (a) on a confidential basis to the employees, agents, consultants and contractors of the Customer;
- (b) on a confidential basis to any other Central Government Body, any successor body to a Central Government Body or any company to which the Customer transfers or proposes to transfer all or any part of its business;
- (c) to the extent that the Customer (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions; or
- (d) in accordance with clause 12 and for the purposes of the foregoing, references to disclosure on a confidential basis shall mean disclosure subject to a confidentiality agreement or arrangement containing terms no less stringent than those placed on the customer under this clause 11.

11.3 The Parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of the Agreement is not Confidential Information and the Supplier hereby gives its consent for the Customer to publish this Agreement in its entirety to the general public (but with any information that is exempt from disclosure in accordance with the FOIA redacted) including any changes to the Agreement agreed from time to time. The Customer may consult with the Supplier to inform its decision regarding any redactions but shall have the final decision in its absolute discretion whether any of the content of the Agreement is exempt from disclosure in accordance with the provisions of the FOIA.

11.4 The Supplier shall not, and shall take reasonable steps to ensure that the Staff shall not, make any press announcement or publicise the Agreement or any part of the Agreement in any way, except with the prior written consent of the Customer.

12 FREEDOM OF INFORMATION

12.1 The Supplier acknowledges that the Customer is subject to the requirements of the FOIA and the Environmental Information Regulations 2004 and shall:

- 12.1.1 provide all necessary assistance and cooperation as reasonably requested by the Customer to enable the Customer to comply with its obligations under the FOIA and the Environmental Information Regulations 2004;
- 12.1.2 transfer to the Customer all Requests for Information relating to this Agreement that it receives as soon as practicable and in any event within 2 Working Days of receipt;
- 12.1.3 provide the Customer with a copy of all Information belonging to the Customer requested in the Request for Information which is in its possession or control in the form that the Customer requires within 5 Working Days (or such other period as the Customer may reasonably specify) of the Customer's request for such Information; and
- 12.1.4 not respond directly to a Request for Information unless authorised in writing to do so by the Customer.

12.2 The Supplier acknowledges that the Customer may be required under the FOIA and the

Environmental Information Regulations 2004 to disclose Information concerning the Supplier or the Services (including commercially sensitive information) without consulting or obtaining consent from the Supplier. In these circumstances the Customer shall, in accordance with any relevant guidance issued under the FOIA, take reasonable steps, where appropriate, to give the Supplier advance notice, or failing that, to draw the disclosure to the Supplier's attention after any such disclosure.

- 12.3 Notwithstanding any other provision in the Agreement, the Customer shall be responsible for determining in its absolute discretion whether any Information relating to the Supplier or the Services is exempt from disclosure in accordance with the FOIA and/or the Environmental Information Regulations 2004.

13 PROTECTION OF PERSONAL DATA AND SECURITY OF DATA

- 13.1 The Supplier shall, and shall procure that all Staff shall, comply with any notification requirements under Data Protection Legislation and both Parties shall duly observe all their obligations under Data Protection Legislation which arise in connection with the Agreement.

13.2 REPLACED BY ANNEX 6 IN RELATION TO PROTECTION OF PERSONAL DATA

- 13.3 When handling Customer data (whether or not Personal Data), the Supplier shall ensure the security of the data is maintained in line with the security requirements of the Customer as notified to the Supplier from time to time.

14 LIABILITY

- 14.1 The Supplier shall not be responsible for any injury, loss, damage, cost or expense suffered by the Customer if and to the extent that it is caused by the negligence or wilful misconduct of the Customer or by breach by the Customer of its obligations under the Agreement.

- 14.2 Subject always to clauses 14.3 and 14.4:

14.2.1 the aggregate liability of the Supplier in respect of all defaults, claims, losses or damages howsoever caused, whether arising from breach of the Agreement, the supply or failure to supply of the Services, misrepresentation (whether tortious or statutory), tort (including negligence), breach of statutory duty or otherwise shall in no event exceed a sum equal to 125% of the Charges paid or payable to the Supplier; and

14.2.2 except in the case of claims arising under clauses 9.4 and 18.3, in no event shall the Supplier be liable to the Customer for any:

- (a) loss of profits;
- (b) loss of business;
- (c) loss of revenue;
- (d) loss of or damage to goodwill;
- (e) loss of savings (whether anticipated or otherwise); and/or
- (f) any indirect, special or consequential loss or damage.

- 14.3 Nothing in the Agreement shall be construed to limit or exclude either Party's liability for:

14.3.1 death or personal injury caused by its negligence or that of its Staff;

14.3.2 fraud or fraudulent misrepresentation by it or that of its Staff; or

14.3.3 any other matter which, by law, may not be excluded or limited.

14.4 The Supplier's liability under the indemnity in clause 9.4 and 18.3 shall be unlimited.

15 FORCE MAJEURE

Neither Party shall have any liability under or be deemed to be in breach of the Agreement for any delays or failures in performance of the Agreement which result from circumstances beyond the reasonable control of the Party affected. Each Party shall promptly notify the other Party in writing when such circumstances cause a delay or failure in performance and when they cease to do so. If such circumstances continue for a continuous period of more than two months, either Party may terminate the Agreement by written notice to the other Party.

16 TERMINATION

16.1 The Customer may terminate the Agreement at any time by notice in writing to the Supplier to take effect on any date falling at least 1 month (or, if the Agreement is less than 3 months in duration, at least 10 Working Days) later than the date of service of the relevant notice.

16.2 Without prejudice to any other right or remedy it might have, the Customer may terminate the Agreement by written notice to the Supplier with immediate effect if the Supplier:

16.2.1 (without prejudice to clause 16.2.5), is in material breach of any obligation under the Agreement which is not capable of remedy;

16.2.2 repeatedly breaches any of the terms and conditions of the Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms and conditions of the Agreement;

16.2.3 is in material breach of any obligation which is capable of remedy, and that breach is not remedied within 30 days of the Supplier receiving notice specifying the breach and requiring it to be remedied;

16.2.4 undergoes a change of control within the meaning of section 416 of the Income and Corporation Taxes Act 1988;

16.2.5 breaches any of the provisions of clauses 7.2, 11, 12, 13 and 17;

16.2.6 becomes insolvent, or if an order is made or a resolution is passed for the winding up of the Supplier (other than voluntarily for the purpose of solvent amalgamation or reconstruction), or if an administrator or administrative receiver is appointed in respect of the whole or any part of the Supplier's assets or business, or if the Supplier makes any composition with its creditors or takes or suffers any similar or analogous action (to any of the actions detailed in this clause 16.2.6) in consequence of debt in any jurisdiction; or

16.2.7 fails to comply with legal obligations in the fields of environmental, social or labour law.

16.3 The Supplier shall notify the Customer as soon as practicable of any change of control as referred to in clause 16.2.4 or any potential such change of control.

16.4 The Supplier may terminate the Agreement by written notice to the Customer if the Customer has not paid any undisputed amounts within 90 days of them falling due.

16.5 Termination or expiry of the Agreement shall be without prejudice to the rights of either Party accrued prior to termination or expiry and shall not affect the continuing rights of the Parties under this clause and clauses 2, 3.2, 6.1, 6.2, 6.6, 6.7, 7, 9, 10.2, 11, 12, 13, 14, 16.6, 17.4, 18.3, 19 and 20.7 or any other provision of the Agreement that either expressly or by implication has effect after termination.



16.6 Upon termination or expiry of the Agreement, the Supplier shall:

- 16.6.1 give all reasonable assistance to the Customer and any incoming supplier of the Services; and
- 16.6.2 return all requested documents, information and data to the Customer as soon as reasonably practicable.

17 COMPLIANCE

17.1 The Supplier shall promptly notify the Customer of any health and safety hazards which may arise in connection with the performance of its obligations under the Agreement. The Customer shall promptly notify the Supplier of any health and safety hazards which may exist or arise at the Customer's premises and which may affect the Supplier in the performance of its obligations under the Agreement.

17.2 The Supplier shall:

- 17.2.1 comply with all the Customer's health and safety measures while on the Customer's premises; and
- 17.2.2 notify the Customer immediately in the event of any incident occurring in the performance of its obligations under the Agreement on the Customer's premises where that incident causes any personal injury or damage to property which could give rise to personal injury.

17.3 The Supplier shall:

- 17.3.1 perform its obligations under the Agreement in accordance with all applicable equality Law and the Customer's equality and diversity policy as provided to the Supplier from time to time; and
- 17.3.2 take all reasonable steps to secure the observance of clause 17.3.1 by all Staff.

17.4 The Supplier shall supply the Services in accordance with the Customer's environmental policy as provided to the Supplier from time to time.

17.5 The Supplier shall comply with, and shall ensure that its Staff shall comply with, the provisions of:

- 17.5.1 the Official Secrets Acts 1911 to 1989; and
- 17.5.2 section 182 of the Finance Act 1989.

18 PREVENTION OF FRAUD AND CORRUPTION

18.1 The Supplier shall not offer, give, or agree to give anything, to any person an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of the Agreement or for showing or refraining from showing favour or disfavour to any person in relation to the Agreement.

18.2 The Supplier shall take all reasonable steps, in accordance with good industry practice, to prevent fraud by the Staff and the Supplier (including its shareholders, members and directors) in connection with the Agreement and shall notify the Customer immediately if it has reason to suspect that any fraud has occurred or is occurring or is likely to occur.

18.3 If the Supplier or the Staff engages in conduct prohibited by clause 18.1 or commits fraud in relation to the Agreement or any other contract with the Crown (including the Customer) the Customer may:

- 18.3.1 terminate the Agreement and recover from the Supplier the amount of any loss suffered by the Customer resulting from the termination, including the cost

reasonably incurred by the Customer of making other arrangements for the supply of the Services and any additional expenditure incurred by the Customer throughout the remainder of the Agreement; or

- 18.3.2 recover in full from the Supplier any other loss sustained by the Customer in consequence of any breach of this clause.

19 DISPUTE RESOLUTION

- 19.1 The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the Agreement and such efforts shall involve the escalation of the dispute to an appropriately senior representative of each Party.
- 19.2 If the dispute cannot be resolved by the Parties within one month of being escalated as referred to in clause 19.1, the dispute may by agreement between the Parties be referred to a neutral adviser or mediator (the “**Mediator**”) chosen by agreement between the Parties. All negotiations connected with the dispute shall be conducted in confidence and without prejudice to the rights of the Parties in any further proceedings.
- 19.3 If the Parties fail to appoint a Mediator within one month, or fail to enter into a written agreement resolving the dispute within one month of the Mediator being appointed, either Party may exercise any remedy it has under applicable law.

20 GENERAL

- 20.1 Each of the Parties represents and warrants to the other that it has full capacity and Customer, and all necessary consents, licences and permissions to enter into and perform its obligations under the Agreement, and that the Agreement is executed by its duly authorised representative.
- 20.2 A person who is not a party to the Agreement shall have no right to enforce any of its provisions which, expressly or by implication, confer a benefit on him, without the prior written agreement of the Parties.
- 20.3 The Agreement cannot be varied except in writing signed by a duly authorised representative of both the Parties.
- 20.4 The Agreement contains the whole agreement between the Parties and supersedes and replaces any prior written or oral agreements, representations or understandings between them. The Parties confirm that they have not entered into the Agreement on the basis of any representation that is not expressly incorporated into the Agreement. Nothing in this clause shall exclude liability for fraud or fraudulent misrepresentation.
- 20.5 Any waiver or relaxation either partly, or wholly of any of the terms and conditions of the Agreement shall be valid only if it is communicated to the other Party in writing and expressly stated to be a waiver. A waiver of any right or remedy arising from a breach of contract shall not constitute a waiver of any right or remedy arising from any other breach of the Agreement.
- 20.6 The Agreement shall not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the Parties other than the contractual relationship expressly provided for in the Agreement. Neither Party shall have, nor represent that it has, any Customer to make any commitments on the other Party's behalf.
- 20.7 Except as otherwise expressly provided by the Agreement, all remedies available to either Party for breach of the Agreement (whether under the Agreement, statute or common law) are cumulative and may be exercised concurrently or separately, and the



exercise of one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.

- 20.8 If any provision of the Agreement is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from the Agreement and rendered ineffective as far as possible without modifying the remaining provisions of the Agreement, and shall not in any way affect any other circumstances of or the validity or enforcement of the Agreement.

21 NOTICES

- 21.1 Any notice to be given under the Agreement shall be in writing and may be served by personal delivery, first class recorded or, subject to clause 21.3, e-mail to the address of the relevant Party set out in the Award Letter, or such other address as that Party may from time to time notify to the other Party in accordance with this clause:
- 21.2 Notices served as above shall be deemed served on the Working Day of delivery provided delivery is before 5.00pm on a Working Day. Otherwise delivery shall be deemed to occur on the next Working Day. An email shall be deemed delivered when sent unless an error message is received.
- 21.3 Notices under clauses 15 (Force Majeure) and 16 (Termination) may be served by email only if the original notice is then sent to the recipient by personal delivery or recorded delivery in the manner set out in clause 21.1.

22 GOVERNING LAW AND JURISDICTION

The validity, construction and performance of the Agreement, and all contractual and non-contractual matters arising out of it, shall be governed by English law and shall be subject to the exclusive jurisdiction of the English courts to which the Parties submit.



ANNEX 2 – PRICE SCHEDULE

Redacted

ANNEX 3 – STATEMENT OF REQUIREMENTS

1. PURPOSE

- 1.1 Her Majesty's Treasury (HMT), to be referred to as the "Customer" hereafter, requires an external diversity outreach partner with specific expertise in attracting, engaging and coaching hard to reach diverse groups to apply and successfully gain positions within the Department. These positions primarily include our Graduate Development Programme (GDP) for both our London and Darlington offices, with potential to support other bulk recruitment to similar roles.

2. BACKGROUND TO REQUIREMENT/OVERVIEW OF REQUIREMENT

- 2.1 The Graduate Recruitment team requires a diversity outreach partner with specific expertise in accessing, engaging and influencing candidates from ethnically diverse and/or lower socio-economic backgrounds to our graduate development programme, for our London and Darlington offices.
- 2.2 HMT is committed to building a Treasury that reflects those we serve, drawing on true diversity of background and expertise, to enable us to offer the best possible advice to our Ministers and maintain our strong corporate functions. The Graduate Development Programme (GDP) is our largest recruitment campaign each year and therefore has a large role to play in achieving our diversity aims. Ethnic diversity and lower socio-economic (SEB) background diversity characteristics are areas that it has been difficult for us to affect as much change as we would like, therefore an external supplier is required to help improve recruitment on these target areas.

3. DEFINITIONS

Expression or Acronym	Definition
GDP	Graduate Development Programme
Lower SEB	Lower socio-economic background
HMT	Her Majesty's Treasury

4. SCOPE OF REQUIREMENT

- 4.1 The Supplier is required to promote the GDP to hard to reach diverse groups who are currently under-represented in the Treasury. This includes:
- 4.1.1 Targetted attraction and recruitment of specific groups of diverse candidates we find hard to reach, in particular ethnically diverse candidates and/or lower SEB candidates, to roles in HMT.

- 4.1.2 Coaching to support applicants from under-represented groups through the application process.
- 4.1.3 Advice on amending our selection and outreach processes to improve diversity.
- 4.1.4 Advice on recruitment strategy for the new Treasury Office in Darlington to ensure a diverse pipeline of candidates.
- 4.2 The following is out of scope of the requirement:
 - 4.2.1 Recruitment to Apprenticeships, non-bulk or ad-hoc recruitment campaigns, Civil Service Fast Stream or other centrally run recruitment campaigns overseen by the Cabinet Office.
 - 4.2.2 Managing the GDP recruitment process.
 - 4.2.3 The experience of recruits once they join HMT.
 - 4.2.4 It is important that the supplier is aware of the constraints placed on HMT by the Civil Service Recruitment Principles. The Recruitment Principles are statutory and binding, and the requirement should not act in a way which would lead to the Customer breaching them if implemented.
 - 4.2.4.1 <https://civilservicecommission.independent.gov.uk/recruitment/recruitment-principles/>
- 4.3 For clarity, all of the above pertains to both lots, the sole difference being that Lot 1 is for ethnically diverse candidates and Lot 2 is for lower SEB candidates.

5. THE REQUIREMENT

- 5.1 The Customer will welcome suggestions from the Supplier(s) on how best they can attract and coach candidates through the GDP recruitment process, however the Customer requires the Supplier to undertake the following:
 - 5.1.1 Targeting candidates that meet the nationality eligibility and minimum criteria required for roles across digital platforms. This may include (but is not limited to) use of targeted emails, social media, webinars, video content and diverse case studies.
 - 5.1.2 Targeted face-to-face engagement to gain access to candidates from diverse groups, such as (but not limited to) insight events, networking and workshops.
 - 5.1.3 Coaching of applicants, monitoring and providing skills development support as they progress through the selection process.

- 5.1.4 Arrange meetings / discussions with any relevant teams / networks within the Customer that can add insight into the current process and approach.
- 5.1.5 Work closely with the Customer to review current recruitment outreach, brand and processes with a view to make recommendations for improvement.
- 5.1.5.1 (Supplier to note that the GDP recruitment process underwent an external review of diversity concerns in 2017. Suggested changes from this review have now been implemented. The Department more recently has also undergone a review of wider recruitment review in 2020, the recommendations of which are being implemented in phases by the end of 2022.. It may be that the supplier's recommendations may require further scrutiny of our process than suggesting standard practice to pick out less obvious changes needed.) Recommendations should be supported with data and research.
- 5.1.6 Agree a Statement of Works for how the supplier will work with HMT to deliver diversity outcomes.
- 5.1.7 Providing the Customer with a designated point of contact to work with throughout the campaign.
- 5.1.8 Provide the Customer with regular and comprehensive updates on progress of attraction/coaching on agreed measurements.
- 5.1.9 Improving our overall diversity statistics of those taking up graduate positions at HMT.

6. KEY MILESTONES AND DELIVERABLES

6.1 The following Contract milestones/deliverables shall apply:

Milestone/Deliverable	Description	Timeframe or Delivery Date
1	Plan attraction and coaching strategy (please refer to section 7 in the Statement of Requirements)	Start of campaign meeting – within 2 weeks of contract being awarded, final agreed delivery plan and coaching strategy by 24 September 2021.

2	Agreed attraction and outreach plan to go live to promote the GDP to candidates. Weekly progress reporting to take place throughout delivery time frame via Teams meetings supported by written report.	Vacancy open from 11 th October to 5 th November 2021.
3	Identifying relevant candidates and one-to-one coaching with candidates throughout pre-assessment centre stages (online testing and written sift) to support their preparation for the tests.	Identifying candidates between 11 th October to 5 th November 2021. One-to-one coaching to commence at the latest from 5 th November till 20 th December 2021
4	Coaching candidates through assessment centre. One-to-one coaching of candidates before their assessment centre to help them prepare.	22 nd December 2021 till 4 th February 2022
5	Final offers made to successful candidates and final management information report produced	Final report delivered by early May 2021.

7. MANAGEMENT INFORMATION/REPORTING

7.1 The Supplier will be responsible for the following:

- 7.1.1 Identifying suitable candidates and influencing to apply to the GDP, keeping HMT informed of progress through weekly Teams calls with the Customer supported by weekly reports. The format of these reports will be agreed with the Customer.
- 7.1.2 Working with identified candidates to coach throughout recruitment process, keeping record of progress in the recruitment process.
- 7.1.3 Providing an End of Campaign report after assessment centres have been completed, overviewing results, key data captured from campaign and recommendations/suggestions for the following year. This must include, but is not limited to:
 - 7.1.3.1 Attendee / engagement data for all events / marketing actions mentioned in 6.1.1. and 6.1.2.

- 7.1.3.2 Numbers of candidates the Supplier has engaged with, their progress in recruitment process and insight into coaching activities that have taken place.
- 7.1.3.3 Feedback / insight from candidates the Supplier have engaged with on the campaign.
- 7.1.3.4 Recommendations for improvement in future.

7.2 For clarity, all of the above pertains to both lots, the sole difference being that Lot 1 is for ethnically diverse candidates and Lot 2 is for lower SEB candidates.

8. VOLUMES

- 8.1 The approximate volumes based on the 2019/20 and 2020/21 campaign are specified below. Volumes will vary each year dependent on the resourcing needs of HMT but are expected to be between 60 – 120 hires per year across April and September start dates.
- 8.2 This is a Call-Off Contract and as such, volumes of work cannot be guaranteed.

Activity	Expected candidate numbers per year
Applications	8,000
Candidates through to online testing	3,000
Candidates through to written sift	1,800
Candidates invited to assessment centre	200
Successful hires	60 - 120

9. CONTINUOUS IMPROVEMENT

- 9.1 The Supplier will be expected to continually improve the way in which the required Services are to be delivered throughout the Contract duration.
- 9.2 The Supplier should present new ways of working to the Customer during Contract review meetings. During the period where services are actively being delivered, the Customer expects weekly calls with the Supplier.
- 9.3 Changes to the way in which the Services are to be delivered must be brought to the Customer's attention and agreed prior to any changes being implemented.

10. SUSTAINABILITY

- 10.1 The Supplier should work in a paperless way and demonstrate they can use virtual ways of working.

11. QUALITY

- 11.1 The Supplier will ensure quality interactions with candidates and the Customer with communications that are timely and accurate.
- 11.2 The Supplier will give the Customer named contacts for each activity being undertaken in the contract delivery.
- 11.3 The Supplier will demonstrate that staff have relevant experience in similar roles to undertake the work.

12. STAFF AND CUSTOMER SERVICE

- 12.1 The Supplier shall provide a sufficient level of resource throughout the duration of the Contract in order to consistently deliver a quality service.
- 12.2 The Supplier's staff assigned to the Contract shall have the relevant qualifications and experience to deliver the Contract to the required standard.
- 12.3 The Supplier shall ensure that staff understand the Customer's vision and objectives and will provide excellent customer service to the Customer throughout the duration of the Contract.

13. SERVICE LEVELS AND PERFORMANCE

- 13.1 The Customer will measure the quality of the Supplier's delivery by assessing it against the overarching project plan and meeting regularly with the supplier to ensure the following deliverables are implemented to time and quality:

KPI/SLA	Service Area	KPI/SLA description	Target
1	Attraction	Attracting a diverse pool of candidates, in line with diversity targets agreed between the Supplier and the Customer before the campaign launches.	TBC
2	Coaching	Coaching of applicants, monitoring and providing skills development support as they progress through the selection process.	Throughout vacancy opening and full recruitment process
3	Amending recruitment process	Work closely with the Customer to review current recruitment outreach, brand and processes with a view to make recommendations for improvement once per cycle.	Within 1 month of contract start date

4	Darlington strategy	Advice on recruitment strategy for the new Treasury Office in Darlington to ensure a diverse pipeline of candidates.	Within 1 month of contract start date
5	Response times	Timely responses to candidate enquiries as well as to the Customer in the same manner that they are contacted in.	Response within 2 working days
6	Quality service	Accurate communications that a factually correct with no grammatical/spelling errors to candidates that are reflective of the Customer	All communications
4	Reporting	Monthly reports back to the Customer on progress made during recruitment campaign.	Dates of report to be agreed and aligned to the recruitment process

13.2 If the supplier fails to meet the deliverables listed above on more than 2 occasions an urgent contract review meeting will be held to agree remedial action, and prevent future occurrences.

13.3 If the supplier is unable to remedy this on any further occasions the customer reserves the right to terminate the contract.

13.4 Termination rights are stated in the terms and conditions of the contract.

14. SECURITY AND CONFIDENTIALITY REQUIREMENTS

14.1 Any IT systems used by the Supplier to meet the Customer's requirement must have a Cyber Essentials Scheme Certificate or equivalent at the commencement date of the contract and maintain that certification throughout the life of the contract. Cyber Essential Scheme requirements can be located at:

14.2 <https://www.ncsc.gov.uk/files/Cyber-Essentials-Requirements-for-IT-infrastructure-2-2.pdf>

14.3 Any IT systems used by the Supplier to meet the Customer's requirement must be subjected to periodic independent penetration testing and any significant

vulnerabilities identified as part of the penetration testing must be remediated within timeframes appropriate for the risk rating of the individual test findings.

- 14.4 The Supplier shall have the capability to employ encryption to information / Data which shall be sent across a network or extracted by electronic means to ensure that any information/data shared with the Customer and/or with candidates/applicants is securely protected in transit.
- 14.5 Suppliers shall have good physical security and access control measures in place in any data centres, or other buildings, which would be used to host any IT systems used store/process Customer or candidate/applicant information/data.
- 14.6 The Supplier shall ensure that any suspected or confirmed security breaches involving Customer or candidate/applicant information/data are reported to the Customer's representative(s) immediately and depending on the impact of the breach, shall be included in monthly/quarterly performance reporting to the Customer.
- 14.7 The Supplier shall ensure that Customer's information and Data (electronic and physical) shall be collected, held and maintained in a secure and confidential manner and in accordance with the Terms of this Contract, and in full compliance with the Data Protection Act 2018 and the General Data Protection Regulation (GDPR).
- 14.8 The Supplier shall take all measures reasonably necessary to ensure that all Supplier Personnel involved in the performance of the Contract are aware of all ongoing Data security and confidentiality requirements.
- 14.9 Any pre-employment checks that the Supplier subjects their staff to shall be at least equivalent to the Government Baseline Personnel Security Standard (BPSS).

15. CONTRACT MANAGEMENT

- 15.1 During any period when services are actively being delivered, HMT expects to hold weekly calls with the Supplier. Relevant Supplier staff who are involved in the delivery of the services should take part in these weekly calls.
- 15.2 In addition, there will be a contract commencement meeting at the beginning of each recruitment campaign, and a Contract Review meeting at the close of each recruitment campaign.
- 15.3 If HMT wishes, it may hold further Contract Review meetings on a quarterly basis.
- 15.4 Attendance at Contract Review meetings shall be at the Supplier's own expense. If Covid-19 governmental regulations prevent travel, these meetings shall be held virtually.



16. LOCATION

- 16.1 The location of the Customer is HM Treasury, 1 Horse Guards Road, London, SW1A 2HQ. It should be noted that HM Treasury is looking to set up an office in Darlington from 2022 (address will be shared once office location confirmed). The Supplier will carry out work on the Contract Services at their own premises, at a location of their choice, however travel to the Customer may be required at Supplier's expense.
- 16.2 It is expected that all meetings, except for contract review meetings, between the Customer and the Supplier will be carried out virtually via MS Teams due to the COVID-19 pandemic.



ANNEX 4 – SUPPLIERS RESPONSE

(From the Supplier's Bid of 24 August 2021)

REDACTED

ANNEX 5 – CLARIFICATIONS

Industry Clarifications

Ref	Industry Clarification Question	Response
1	Please can you provide further information on the jobs that the graduates would be working towards or if this would for a rotational opportunity.	We are recruiting to Policy Adviser roles. More information on the content of the roles and the graduate programme is available here: About the Programme - HM Treasury Careers . This requirement does not include any work with people who are already working within HM Treasury.
2	Please can you inform us if you would be open to working with more than one supplier to perform this or if you would only accept a sole supplier.	This requirement has been split into lots. Depending on the bids received and their quality, there could either be a single supplier who was successful for both lots or two suppliers who were successful for one lot each. We would be happy with either scenario and the decision will be based on the best bid received for each separate lot.
3	Please can you provide more information on the level of 1-2-1 coaching you expect with the candidates undergoing the assessment stages (i.e. XXX minutes per candidate at each stage, candidate undergoing online tests would only needed to be described the process, just being available for support if required, etc).	We would expect support provided to involve meaningful interaction with a candidate which allows them to ask questions and improves the candidate's understanding and ability to prepare and perform effectively in assessments. We expect that support is likely to look different at different stages. We would expect support at the final stage prior to assessment centres to involve 1-1 coaching. Group and/or drop in sessions could be used at some earlier stages which involve high volumes. Simply describing the process and what is required in writing would not meet the requirement; this is already done on the programme website here: Application Advice - HM Treasury Careers
4	With half the bid being focused on candidates from a lower SEB, have you considered the Wi-fi poverty of	We would appreciate advice from a successful bidder on what could be done to address issues of Wi-fi poverty in our candidate pool. We



	your candidate pool and what would you do to address this and open up the process?	are able to provide emailed or hard copy application forms where this is needed and virtual interviews can be joined by telephone.
5	We understand that you expect to receive 8,000 candidates for 60-120 placements. This is a ratio of between 1-67 and 1-133. Could you provide some science behind these numbers?	Numbers provided are based on our past experience of applications to the programme in previous years, and numbers recruited via the programme in previous years. They are estimates. As this is a large campaign with high volumes of applicants, we have several stages in our selection process so that volumes are lower in the later stages of the process.
6	Please could you provide further information on your criteria of the sift stages to understand what will be required.	This page on the programme website: Application Advice - HM Treasury Careers sets out what is asked of candidates at each stage in the selection process and what we look for when we assess them. This reflects the process in 2020. We are still in the process of agreeing our selection process for 2021 and there may be some changes but the process will be broadly similar. We would be looking to take advice from any suppliers appointed on potential changes to our assessment processes that would support our diversity goals.
7	Is the online testing something that will be created and delivered by the Authority or is this expected to come out of our budget?	Online tests are already in place from the Authority and existing supplier but we may seek advice on the choice and best use of online tests in future, based on suppliers' evidence base and expertise working with diverse groups of candidates.
8	Does the authority have any view on using automation as part of the process to support with the initial stages and to reduce the need for 1-2-1 support?	The requirement is not for processing of transactional recruitment work, but for outreach and support for candidates who may otherwise experience disadvantage due to their ethnic or socioeconomic background, with a view to improving outcomes for these candidates. We would expect support provided to involve meaningful interaction with a candidate which allows them to ask questions and improves the candidate's understanding and ability to prepare and perform effectively in assessments. We would not rule out automation but



	would need more information on the proposed solution to assess whether it would add value to the programme or candidates.
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Bidder Clarifications

REDACTED

ANNEX 6 – ADDITIONAL TERMS & CONDITIONS

1. Data Protection

- 1.1 The Parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Controller and the Supplier is the Processor. The only processing that the Supplier is authorised to do is listed in Annex 1 to this Schedule (Processing Personal Data) by the Customer and may not be determined by the Supplier.
- 1.2 The Supplier shall notify the Customer immediately if it considers that any of the Customer's instructions infringe the Data Protection Legislation.
- 1.3 The Supplier shall provide all reasonable assistance to the Customer in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Customer, include:
- (a) a systematic description of the envisaged processing operations and the purpose of the processing;
 - (b) an assessment of the necessity and proportionality of the processing operations in relation to the Services;
 - (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.
- 1.4. The Supplier shall, in relation to any Personal Data processed in connection with its obligations under this Framework Agreement:
- (a) process that Personal Data only in accordance with Annex 1 (Processing Personal Data), unless the Supplier is required to do otherwise by Law. If it is so required, the Supplier shall promptly notify the Customer before processing the Personal Data unless prohibited by Law;
 - (b) ensure that it has in place Protective Measures which have been reviewed and approved by the Customer as appropriate to protect against a Personal Data Breach 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 Supplier Personnel do not process Personal Data except in accordance with this Framework Agreement (and in particular Annex 1 (Processing Personal Data));
 - (ii) it takes all reasonable steps to ensure the reliability and integrity of any Supplier Personnel who have access to the Personal Data and ensure that they:

- (A) are aware of and comply with the Supplier's duties under this Clause and the Data Protection Legislation;
 - (B) are subject to appropriate confidentiality undertakings with the Supplier 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 Customer or as otherwise permitted by this Contact; and
 - (D) have undergone adequate training in the use, care, protection and handling of Personal Data;
- (d) not transfer Personal Data outside of the UK unless the prior written consent of the Customer has been obtained and the following conditions are fulfilled:
 - (i) the Customer or the Supplier 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 Customer;
 - (ii) the Data Subject has enforceable rights and effective legal remedies;
 - (iii) the Supplier 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 Customer in meeting its obligations); and
 - (iv) the Supplier complies with any reasonable instructions notified to it in advance by the Customer with respect to the processing of the Personal Data;
- (e) at the written direction of the Customer, delete or return Personal Data (and any copies of it) to the Customer on termination of this Contract unless the Supplier is required by Law to retain the Personal Data.

1.5 Subject to Clause 1.7, the Supplier shall notify the Customer immediately if 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 this 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.

1.6 The Supplier's obligation to notify under Clause 1.5 shall include the provision of further information to the Customer in phases, as details become available.

- 1.7 Taking into account the nature of the processing, the Supplier shall provide the Customer with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under Clause 1.5 (and insofar as possible within the timescales reasonably required by the Customer) including by promptly providing:
- (a) the Customer with full details and copies of the complaint, communication or request;
 - (b) such assistance as is reasonably requested by the Customer to enable the Customer to comply with a Data Subject Access Request within the required timescales set out in the Data Protection Legislation;
 - (c) the Customer, at its request, with any Personal Data it holds in relation to a Data Subject;
 - (d) assistance as requested by the Customer following any Personal Data Breach;
 - (e) assistance as requested by the Customer with respect to any request from the Information Commissioner's Office, or any consultation by the Customer with the Information Commissioner's Office.
- 1.8 The Supplier shall maintain complete and accurate records and information to demonstrate its compliance with this Clause.
- 1.9 The Supplier shall allow for audits of its Data Processing activity by the Customer or the Customer's designated auditor.
- 1.10 The Supplier shall designate a Data Protection Officer if required by the Data Protection Legislation.
- 1.11 Before allowing any Sub-processor to process any Personal Data related to this Contract, the Supplier must:
- (a) notify the Customer in writing of the intended Sub-processor and processing;
 - (b) obtain the written consent of the Customer;
 - (c) enter into a written agreement with the Sub-processor which give effect to the terms set out in this Clause 1.11 such that they apply to the Sub-processor; and
 - (d) provide the Customer with such information regarding the Sub-processor as the Customer may reasonably require.
- 1.12. The Supplier shall remain fully liable for all acts or omissions of any Sub-processor.
- 1.13 The Supplier may, at any time of 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 Contract).
- 1.14 The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Customer may on not less than 30 Working Days' notice to the Supplier amend this Contract to ensure that it complies with any guidance issued by the Information Commissioner's Office.





Annex 1 –Processing Personal Data Authorised Processing Template

1. The contact details of the Customer's Data Protection Officer is:

REDACTED

The contract details of the Supplier Data Protection Officer is:

REDACTED
2. The Processor shall comply with any further written instructions with respect to processing by the Controller.
3. Any such further instructions shall be incorporated into this Annex.

Contract Reference:	CCHR21A13
Date:	22/06/2021
Description Of Authorised Processing	Details
Identity of the Controller and Processor	<i>Customer as Controller</i> The Parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Controller and the Supplier is the Processor in accordance with Clause 1.1.]
Subject matter of the processing	Personal details of under-represented candidates who are applying to the Graduate Development Programme
Duration of the processing	Data will be processes during the full recruitment campaign, from September 2021 through to February 2022. The term of the current contract runs until 2022 with the option to extend for a further 2 years.



Nature and purposes of the processing	<p>The purpose of the processing in this instance is to capture details of candidates who are interested and eligible to apply for the Graduate Development Programme to support them throughout their recruitment assessments.</p> <p>The nature of the contract means that the supplier will be collecting, recording, updating and storing individual's records.</p>
Type of Personal Data	Name, address, telephone number, email address, qualification details, diversity characteristics, role eligibility data (right to work in the UK, UK footprint etc).
Categories of Data Subject	Students, members of the public who are eligible to apply for the Graduate Development Programme.
	Recruitment data will be kept for 2 years, before being destroyed/expunged from databases.



ANNEX 7 – CHANGE CONTROL FORMS

CHANGE CONTROL NOTICE (CCN)

Contract Title:	Contract for the Provision of Provision of Diversity Outreach Services for Graduate Recruitment (The Contract)		
Contract Reference:	CCHR21A13	Contract Change Number:	
Date CCN issued:		Date Change Effective from:	

Between: The Insert Name of Contracting Authority (The Customer) and Insert name of Supplier (The Supplier)

1. The Contract is varied as follows:

1.1. Insert details of changes to the original contract.

2. Words and expressions in this Change Control Notice shall have the meanings given to them in the Contract.

3. The Contract, including any previous Contract changes, authorised in writing by both Parties, shall remain effective and unaltered except as amended by this Change Control Notice.

Signature

Print Name and Job Title

Date

Change authorised to proceed by: (Customer's representative):

Authorised for and on behalf of the Supplier:

Signature

Print Name and Job Title

Date



Authorised for and on
behalf of the
Customer:

Signature

Print Name and Job Title

Date