

## CONTRACT ORDER FORM

This Contract Order Form is issued in accordance with the provisions of the Apprenticeship Training Provider Dynamic Marketplace (DMP) Agreement for the provision of Apprenticeship Training Services and Related Services. Dated 12<sup>th</sup> October 2022.

The Supplier agrees to supply the Services specified below on and subject to the terms of this Contract.

For the avoidance of doubt this Contract consists of the terms set out in this Contract Order Form and the Contract Terms

Order Number	CCZX22A13
From	Cabinet Office ("Customer")
To	University of Reading ("Supplier")

### 1. CONTRACT PERIOD

1.1	Commencement Date	19 <sup>th</sup> October 2022
1.2	Expiry Date (Apprenticeship programme completion date / End Point Assessment completion date)	18 <sup>th</sup> October 2025  6 months extension option, subject to budgetary approval.

### 2. SERVICES REQUIRED

2.1	Services Required.  APPRENTICESHIP TRAINING PROVIDER SERVICES / END POINT ASSESSOR SERVICES / BOTH.  LOCATION  APPRENTICESHIP TYPE AND SPECIFIC APPLICABLE INSTITUTE FOR APPRENTICESHIPS STANDARD  NUMBER OF STUDENTS  CLASS BASED  ADDITIONAL SERVICES	Provision of Apprenticeship Training and related Services. Senior Leadership – ST0480 - Level 7.  The apprenticeship training will be delivered both open and closed programmes with no minimum numbers for open, and the option for employees to join open programmes at multiple points in the year.  The supplier to provide multiple options/pathways within the Level 7 standard so that they can target different types of managers/leaders employed within the Cabinet Office, and at different stages of their leadership journey (i.e. those managing people vs managing projects and those not yet in management positions but have been identified as future senior leaders).  The Apprenticeship training will take place in the UK.
-----	---	--

OFFICIAL

		<p>Full details of the precise details of any additional service(s) required, will be given by the Contracting Authorities (Civil Service departments) in the Service Request Order form.</p> <p>Further additional requirements in Annex 1: The Services of the Contract Terms.</p> <p>The following amendments to “CCZX22A13 - RM6102 - Contract-Terms” have been made.</p> <ol style="list-style-type: none"> <li>1. Official Secrets Act: Milestone 5 in section 7.1 and Clause 16.3.1 in ANNEX 1: THE SERVICES are excluded. Supplier's obligations under official Secrets Act are covered by Clause 35.6(a)</li> <li>2. Updated KPIs / SLAs in Contract Schedule 2, ANNEX 1: THE SERVICES, Clause 15: Table 1 and Table 2, which replaces the SLAs in Contract Schedule 2, Annex 4 of the Contract Terms.</li> <li>3. Appendix 1 of this Order Form: <ol style="list-style-type: none"> <li>a. replaces CONTRACT SCHEDULE 7: PROCESSING PERSONAL DATA AND DATA SUBJECTS;</li> <li>b. amends and adds definitions to the Contract Terms; and</li> <li>c. Amends Clause 23.28(d) of the Contract Terms; and</li> <li>d. Adds new clause 23.28(f) to the Contract Terms</li> </ol> </li> <li>4. CCZX22A13 - RM6102 - SCHEDULE 8 - Joint Schedule 8 replaces CONTRACT SCHEDULE 8: JOINT CONTROLLER AGREEMENT</li> </ol>
--	--	---

### 3. CONTRACT PERFORMANCE

3.1	Required Apprenticeship Standard [ie the required apprenticeship course]	Senior Leader – ST0480 – Level 7
3.2	Quality Standards	<p>Continued adherence to the relevant Institute for Apprenticeships industry standard.  <a href="http://www.instituteforapprenticeships.org/">(www.instituteforapprenticeships.org/)</a>  Maintained ESFA registration and accreditation.  General industry good practice</p>

#### 4. PAYMENT

4.1	Contract Charges	<p>Contract Charges = £4,200,000.00 excluding VAT, including extensions.</p> <p>Please note this is the maximum contract value. This is a call off contract. The Authority reserves the right not to spend all of the budget.</p> <p>REDACTED TEXT under FOIA Section 43 Commercial Interests.</p>
4.2	Payment terms/Profile	<p>Payment to be made in accordance with the current in force ESFA funding rules.</p> <p>Further additional terms in Annex 2 of Contract Schedule 3</p>

4.3	Customer billing address	REDACTED TEXT under FOIA Section 40, Personal Information
-----	--------------------------	---

## 5. LIABILITY AND INSURANCE

5.1	Suppliers limitation of Liability	In Clause 25 of the Contract Terms
5.2	Insurance	Professional Indemnity Insurance cover of £1 million any one claim. Public Liability Insurance cover of £1 million any one claim. Employers Liability insurance cover of £5 million any one claim.

## FORMATION OF CONTRACT

By signing and completing this Contract Order Form the Supplier and the Customer agree to enter into a binding contract governed by the terms of this Contract Order Form which includes Appendix 1.

For and on behalf of the Supplier:

Name and Title	REDACTED TEXT under FOIA Section 40, Personal Information
Date	12th October 2022

For and on behalf of the Customer:

Name and Title	REDACTED TEXT under FOIA Section 40, Personal Information
Date	20th October 2022

OFFICIAL

## APPENDIX 1

### Part 1 – General Provisions

1. The provisions in Part 2 to of this Appendix 1 shall constitute Contract Schedule 7 of the Call-off Terms.
2. The definition of “GDPR” used in the Contract shall be read as a reference to “UK GDPR” which means: “Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (United Kingdom General Data Protection Regulation), as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018, together with the Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019.”
3. Contract Schedule 1 (Definitions) shall be amended by inserting the following new definitions:

- a. “EU GDPR” after the definition of Environmental Policy and before the definition of Exit Plan as follows:

**“EU GDPR”**

means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation) as it has effect in EU law;

- b. “Independent Controller” after the definition of ICT Policy and before the definition of Information as follows:

**“Independent Controller”**

means a party which is Controller of the same Personal Data as the other Party and there is no element of joint control with regards to that Personal Data;

- c. “Processor Personnel” after the definition of Processor and before the definitions of Prohibited Act as follows:

**“Processor Personnel”**

means all directors, officers, employees, agents, consultants and suppliers of the Processor and/or of any Subprocessor engaged in the performance of its obligations under the Contract;

4. The defined term “Protected Measures” in Contract Schedule 1 (Definitions) shall be read as the defined term being “Protective Measures.”

5. Clause 23.28(d) is deleted and replaced with the following:

- d) not transfer Personal Data outside of the UK unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:
1. the transfer is in accordance with Article 45 of the UK GDPR (or section 73 of DPA 2018); or
  2. the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with UK GDPR Article 46 or section 75 of the DPA 2018) as determined by the Controller which could include relevant parties entering into the International Data Transfer Agreement (the “**IDTA**”), or International Data Transfer Agreement Addendum to the European Commission’s SCCs (the “**Addendum**”), as published by the Information Commissioner’s Office from time to time, as well as any additional measures determined by the Controller;
  3. the Data Subject has enforceable rights and effective legal remedies;
  4. 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
  5. the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the Processing of the Personal Data;

6. New clause 23.28(f) shall be added as follows:

- f) where the Personal Data is subject to EU GDPR, 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:
1. the transfer is in accordance with Article 45 of the EU GDPR; or
  2. the transferring Party has provided appropriate safeguards in relation to the transfer in accordance with Article 46 of the EU GDPR as determined by the non-transferring Party which could include relevant parties entering into Standard Contractual Clauses in the European Commission’s decision 2021/914/EU or such updated version of such Standard Contractual Clauses as are published by the European Commission from time to time as well as any additional measures determined by the non-transferring Party;
  3. the Data Subject has enforceable rights and effective legal remedies;
  4. the transferring Party complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its

best endeavours to assist the non-transferring Party in meeting its obligations); and

5. the transferring Party complies with any reasonable instructions notified to it in advance by the non-transferring Party with respect to the processing of the Personal Data.

## Part 2

### CONTRACT SCHEDULE 7: PROCESSING PERSONAL DATA AND DATA SUBJECTS

This Schedule shall be completed by the Controllers.

1. The contact details of the Customer's Data Protection Officer are: REDACTED TEXT under FOIA Section 40, Personal Information
2. The contact details of the Supplier's Data Protection Officer are: Information Management & Policy Services, Whiteknights, Reading, RG6 6AH, email: REDACTED TEXT under FOIA Section 40, Personal Information
3. The Parties agree that the provisions in this Contract Schedule 7 shall replace the provisions in clauses 23.25 – 23.39 of the Contract.

#### Part 1 – Processing Personal Data

Description	Details
Identity of the Controllers	<p><b>The Parties are Joint Controllers</b></p> <p>The Parties acknowledge that they are Joint Controllers for the purposes of the Data Protection Legislation in respect of:</p> <p>Personal Data contained within the following documents as part of the application and enrolment processes:</p> <ul style="list-style-type: none"><li>○ Nomination Spreadsheet (Cabinet Office sends to University of Reading)</li><li>○ Final List of accepted apprentices (University of Reading sends to Cabinet Office)</li><li>○ Service Request Form (Cabinet Office sends to University of Reading)</li></ul> <p><b>The Parties are Independent Controllers of Personal Data</b></p> <p>The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of:</p> <p>University of Reading:</p> <ul style="list-style-type: none"><li>○ Data provided to Education and Skills Funding Agency to comply with Apprenticeship Provider status</li><li>○ Data collected under the University's obligations to deliver awards</li></ul>

OFFICIAL



	<ul style="list-style-type: none"> <li>Protected characteristic data collected as part of administering the apprenticeship programme</li> </ul> <p>Cabinet Office:</p> <ul style="list-style-type: none"> <li>Protected characteristic data collected as acting as the employer of the apprentices</li> </ul>
Subject matter of the processing	<p>In relation to Personal Data for which the Parties are Independent Controllers:</p> <p>The subject matter of the processing is personal data in relation to independent administration of the apprenticeship programme, complying with legal requirements, awarding qualifications and duties as an employer.</p> <p>In relation to Personal Data for which the Parties are Joint Controllers:</p> <p>The subject matter of the processing is personal data in relation to joint administration of the apprenticeship programme as part of the application and enrolment processes.</p>
Duration of the processing	<p>In relation to Personal Data for which the Parties are Independent Controllers:</p> <p>Duration of the contract and to meet regulatory and compliance obligations</p> <p>In relation to Personal Data for which the Parties are Joint Controllers:</p> <p>Duration of the contract and to meet regulatory and compliance obligations</p>
Nature and purposes of the processing	<p>In relation to Personal Data for which the Parties are Independent Controllers:</p> <p>Cabinet Office:</p> <p>The Customer will Process the Personal Data provided by the Supplier in relation to prospective apprentices and its apprentices to enable it to support the apprentices in their applications in and participation in the programmes and in the delivery of on-the-job training and mentoring, and in respect of all legislation and regulatory and compliance obligations, including but not limited to the requirements of the ESFA Rules.</p> <p>University of Reading:</p>

	<p>The Supplier will Process the Personal Data provided to it by the Customer in relation to its provision of apprenticeship services which shall include an assessment of a prospective apprentice's suitability to be a student on a programme delivered by the Supplier, including an assessment of academic ability and, for the duration of any such programmes, the administration of the programmes and the monitoring, assessment, recording and reporting of apprentices' academic progress and academic achievements, together with the support of apprentices' training, health, safety and welfare requirements, administration of the financial aspects of the apprentice's relationship with the Supplier, and the monitoring of the Supplier's responsibilities in respect of all legislation and regulatory and/or compliance obligations. The Supplier will share the Personal Data with the ESFA, its regulatory or accrediting bodies and such of its subcontractors as required to meet its obligations under the Contract and/or deliver the programme. The data will not be used for other purposes such as marketing or the raising of donations.</p> <p>In relation to Personal Data for which the Parties are Joint Controllers:</p> <p>Suitability of candidate, administering applications, legal obligations</p>
Type of Personal Data being Processed	<p>In relation to Personal Data for which the Parties are Independent Controllers:</p> <p>Cabinet Office:</p> <ul style="list-style-type: none"> <li>• Ethnicity</li> <li>• Mental Health (status, conditions, to include disability)</li> <li>• Physical Health (status, conditions, to include disability)</li> <li>• Sexual Orientation/Sexual life (to the extent declared)</li> <li>• Religious or philosophical beliefs (to the extent declared)</li> <li>• Criminal Convictions and offences (to include alleged offences and convictions)</li> </ul> <p>University of Reading:</p> <ul style="list-style-type: none"> <li>• Unique Identifiers (to include: Student ID numbers)</li> <li>• Images of individuals, including CCTV, photos</li> <li>• Economic/financial data (relating to an identifiable individual) (to the extent declared)</li> <li>• Ethnicity</li> <li>• Mental Health (status, conditions, to include disability)</li> </ul>

	<ul style="list-style-type: none"> <li>• Physical Health (status, conditions, to include disability)</li> <li>• Dietary requirements</li> <li>• Sexual Orientation/Sexual life (to the extent declared)</li> <li>• Religious or philosophical beliefs (to the extent declared)</li> <li>• Criminal Convictions and offences (to include alleged offences and convictions)</li> <li>• Academic, educational and vocational qualifications</li> <li>• Educational records including but not limited to records held by the University and other education providers</li> <li>• Counselling records</li> <li>• Pastoral records, including Extenuating Circumstances Forms</li> <li>• Disciplinary records</li> <li>• Training records</li> <li>• Employment records to include CV's, references</li> </ul> <p>In relation to Personal Data for which the Parties are Joint Controllers:</p> <ul style="list-style-type: none"> <li>• Name</li> <li>• Data of Birth/Age</li> <li>• Postal Address(es) (to include postcodes)</li> <li>• Contact telephone(s)</li> <li>• Email address(es)</li> <li>• Unique Identifiers (to include: Staff ID numbers, Passport numbers, National Insurance numbers, Unique applicant ID numbers, Unique Learner Numbers)</li> <li>• Location Data</li> <li>• Nationality/Domicile</li> <li>• Line Manager Name, email address and telephone number</li> </ul>
Categories of Data Subject	<p>In relation to Personal Data for which the Parties are Independent Controllers:</p> <p>Civil Servants (including Apprentices) Supplier staff (contact details only)</p> <p>In relation to Personal Data for which the Parties are Joint Controllers:</p> <p>Civil Servants (including Apprentices)</p>

## Part 2 - Independent Controller Provisions

### 1. Independent Controllers of Personal Data

- 1.1 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 and with the following clauses of Paragraph 1 of this Part 2 of Contract Schedule 7.
- 1.2 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.
- 1.3 Where a Party has provided Personal Data to the other Party in accordance with Paragraph 1.2 of this Part 2 of Annex 1 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.
- 1.4 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.
- 1.5 The Parties shall only provide Personal Data to each other:
  - 1.5.1 to the extent necessary to perform their respective obligations under the Contract;
  - 1.5.2 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
  - 1.5.3 where it has recorded it in Part 1 of this Annex 1 (Processing Personal Data).
- 1.6 Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, each Party shall, with respect to its Processing of Personal Data as Independent Controller, implement and maintain appropriate technical and organisational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1)(a), (b), (c) and (d) of the UK GDPR, and the measures shall, at a minimum, comply with the requirements of the Data Protection Legislation, including Article 32 of the UK GDPR.
- 1.7 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.
- 1.8 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**"):
  - 1.8.1 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
  - 1.8.2 where the request or correspondence is directed to the other Party and/or relates to

OFFICIAL

that other Party's Processing of the Personal Data, the Request Recipient will:

- (a) 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
- (b) 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.

- 1.9 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:
- 1.9.1 do all such things as reasonably necessary to assist the other Party in mitigating the effects of the Personal Data Breach;
  - 1.9.2 implement any measures necessary to restore the security of any compromised Personal Data;
  - 1.9.3 work with the other Party to make any required notifications to the Information Commissioner's Office or any other regulatory authority and affected Data Subjects in accordance with the Data Protection Legislation (including the timeframes set out therein); and
  - 1.9.4 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.
- 1.10 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 Part 1 of Appendix 1 (Processing Personal Data).
- 1.11 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 Part 1 of this Appendix 1 (Processing Personal Data).
- 1.12 Notwithstanding the general application of Clauses 23.25 to 23.39 of this Contract 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 1.1 to 1.12 of this Part 2 of Appendix 1.

### **Part 3 - Joint Controller Provisions**

#### **1. Joint Controllers**

- 1.1 In respect of the Personal Data for which the Parties are Joint Controllers 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 Schedule 8 (Joint Controller Agreement).