form of contract and cALL-OFF terms

**FORM OF CONTRACT**

This contract is made on the 9th day of October 2024.

BETWEEN

1. Driver and Vehicle Licensing Agency of Longview Road, Clase, Swansea SA6 7JL (the **“Customer”**); and
2. Hays Specialist Recruitment Limited whose registered office is 4th Floor 20 Triton Street, London, NW1 3BF whose company number is 00975677 (the **“Service Provider”**)

WHEREAS the Customer wishes to have provided the following goods and/or services namely Strategic HR Services pursuant to the ESPO Framework Agreement (reference 3S-22).

NOW IT IS AGREED THAT

1. The Service Provider will provide the goods and/or services in accordance with the terms of the call-off contract (reference number 3S-22) and Contract Documents.
2. The Customerwill pay the Service Providerthe amount due in accordance with the terms of the call off agreement and the Contract Documents.
3. The following documents comprise the Contract Documents and shall be deemed to form and be read and construed as part of this agreement:

* This Form of Contract
* The Master Contract Schedule
* The documents as listed below

**IN WITNESS OF** the hands of the Parties or their duly authorised representatives:

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| **Signed for and on behalf of**  **Driver and vehicle licensing agency**  by ***XXXXXX redacted under FOIA section 40*** an authorised officer | | )  ) | Authorised Officer  Print name: |
| **Signed by**  **Hays Specialist Recruitment Limited** | | )  )  ) |  |
|  |  | Service Provider  Print name: | |

**This document relates to and forms part of the Call-Off Terms**

**(Document Reference PS/24/108)**

**MASTER CONTRACT SCHEDULE**

**(ESPO Framework Reference 3S-22 Strategic HR Services)**

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| 1. **TERM** |
| **Commencement Date**  9th October 2024  **Expiry Date**  8th October 2025  **Extension Period**  6 months |
| 1. **GOODS AND/OR SERVICES REQUIREMENTS** |
| **Goods required**  N/A  **Services and Deliverables required**  Recruitment Services for up to 5 SEO Qualified Accountants.  **Optional Services required**  N/A |
| **Performance/Delivery Location/Premises**  DVLA,  Longview Road,  Clase  Swansea  SA67JL |
| **Standards**  **Quality Standards**  The following metrics are what DVLA will use to monitor performance during the lifetime of the contract (if applicable to the agreed process):   * Quality and quantity of applications received * Quality of a diverse range of candidates * Quality of initial sift by suppliers * Quality and timeliness of sift results to candidates * Quality and timeliness of interview invites to candidates * Quality and timeliness of interview results to candidates * Quality and timeliness of successful candidates being sent to vacancy holder to enable them to start the manual recruitment process * Quality and handling of MI data and diversity data, providing market insight by role type where appropriate, including:   + Number of applications received   + Number of applications passing sift   + Number of candidates invited to interview   + Number of candidates interviewed   + Number of candidates passing interview   + Number of candidates offered role   DVLA expect a solution to be provided by the winning supplier (eliminating the need for another procurement), which mitigates the cost of the campaign should the candidate be not suitable following a trial period (to be agreed) or if the candidate leaves the agency within a specified timeframe (to be agreed).  As stated before, a merit list is required, so subsequent discounts on the framework will be applied based on an estimated figure of one subsequent appointment.  **Technical Standards**  N/A |
| **Disaster Recovery and Business Continuity**  N/A |
| 1. **SERVICE PROVIDER SOLUTION** |
| **Service Provider Solution**  Please see embedded document below:  XXXXXX redacted under FOIA |

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| **Key Personnel of the Service Provider to be involved in the provision of the Goods, Services and Deliverables**  ***XXXXXX redacted under FOIA section 40*** – DVLA Contract Owner  ***XXXXXX redacted under FOIA section 40*** Campaign Director |
| **Service Provider's inspection of the Premises and Infrastructure (where relevant)**  N/A |
| 1. **PERFORMANCE OF THE GOODS AND/OR SERVICES AND DELIVERABLES** |
| **Implementation Plan and Milestones or e.g. delivery schedule (including dates for completion and/or delivery)**  N/A |

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| **Critical Service Failure**   * 1. In relation to the required Recruitment Services a Critical Service Failure shall include a delay in servicing the demand for ordered by the Customer in excess of 24 hours more than once in any three (3) Month period or more than three times in any rolling twelve (12) month period. |
| * 1. In relation to the Recruitment Services a Critical Service Failure shall mean a loss of two (2) or more during core hours (08:00 – 18:00 Mon – Fri excluding bank holidays) for more than 24 hours accumulated in three (3) Month period, or 48 hours in any rolling twelve (12) month period.   The default period is three months if less than three months is required then an alternative period should be inserted above. |
| **Monitoring**  N/A  **Management Information**  N/A |

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| 1. **CUSTOMER RESPONSIBILITIES** |
| **Customer's Responsibilities (where appropriate)**  N/A |
| **Customer's equipment (where appropriate)**  N/A |
| 1. **CHARGES AND PAYMENT** |
| **6.1 Contract Charges payable by the Customer (including any applicable discount but excluding VAT), payment profile and method of payment (e.g. BACS))**  XXXXXX redacted under FOIA  **6.2 Details of any Customer Rebate (if any) agreed in accordance with clause 11.5.**  As per proposal |
| 1. **CONFIDENTIAL INFORMATION** |
| The following information shall be deemed Commercially Sensitive Information:  N/A |

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| 1. **AGREED AMENDMENTS TO THE CALL-OFF TERMS** |
| The following amendments shall be deemed to be made to the Call-Off Terms:  N/A |
| 1. **PROCESSING, PERSONAL DATA AND DATA SUBJECTS** |
| introductionThe Service Provider shall comply with any further written instructions with respect to processing by the Customer.  |  |  | | --- | --- | | **Description** | **Details** | | Identity of Controller for each Category of Personal Data | **The Relevant Authority is Controller and the Supplier is Processor**  The Parties acknowledge that in accordance with paragraph 3 to paragraph 16 and for the purposes of the Data Protection Legislation, the Relevant Authority is the Controller and the Supplier is the Processor of the following Personal Data:   * Name of Candidate(s), employment history, qualifications, right to work and security clearances and personal data to undertake compliance checks. * Business contact details of Supplier and key contacts | | Duration of the Processing | This contract is awarded for the supply of recruitment services supporting the attraction and recruitment of prospective staff supporting DVLA’s ability to recruit into key posts. | | Nature and purposes of the Processing | For the duration of all recruitment campaigns, estimated to be up to 24 months depending on time taken to advertise, sift and interview and volume of applicants. | | Type of Personal Data | ***All Data Subjects***  *As following, but not limited to:*  *Full name, Workplace address, Workplace Phone Number, Workplace email address, Names, Job Title, Compensation, Tenure Information, Qualifications or Certifications, Nationality, Education & training history, Previous work history, Personal Interests, References and referee details, Driving license details, National insurance number, Bank statements, Utility bills, Job title or role*  *Job application details, Start date, End date & reason for termination, Contract type, Compensation data, Photographic Facial Image, Biometric data, Birth certificates, IP Address,*  *Details of physical and psychological health or medical condition*  *Next of kin & emergency contact details, Record of absence, time tracking & annual leave* | | Categories of Data Subject | Data Subjects may include:  ● Staff (employees) and Contracted Employee  ● Self Employed Contractors  ● Customers/Clients  ● Suppliers | | Plan for return and destruction of the data once the Processing is complete  UNLESS requirement under Union or Member State law to preserve that type of data | The Supplier must retain and store securely any data in relation to a Call Off Contract for a minimum of 7 years after the expiry of the agreement.. | |
| 1. **PERSONAL DATA UNDER THE JOINT CONTROL OF THE PARTIES – THESE WILL ONLY APPLY IF JOINT CONTROLLER STATUS APPLIES. IN WHICH CASE WE WILL AGREE RESPONSIBILITIES.** |
| The following section 10 applies to Personal Data under the Joint Control of the Parties as described in clause 16.8.15 of this Contract.  1. The [Parties] [Customer] [Service Provider] shall be responsible for the provision of information to Data Subjects as detailed in GDPR Article 13 (Information to be provided where personal data are collected from the data subject).  2. The [Parties] [Customer] [Service Provider] shall be responsible for the provision of information to Data Subjects as detailed in GDPR Article 14 (Information to be provided where personal data have not been obtained from the data subject).  3. The [Parties] [Customer] [Service Provider] shall be responsible for responding to any request for information from a Data Subject under GDPR Article 15 (Right of access by the data subject).  4. The [Parties] [Customer] [Service Provider] shall be responsible for responding to and rectifying any request for rectification from a Data Subject under GDPR Article 16 (Right to rectification).  5. The [Parties] [Customer] [Service Provider] shall be responsible for responding to and erasing any request for the right to erasure from a Data Subject under GDPR Article 17 (Right to erasure (right to be forgotten)).  6. The [Parties] [Customer] [Service Provider] shall be responsible for responding to and restricting any request for restriction of processing from a Data Subject under GDPR Article 18 (Right to restriction of processing).  7. The [Parties] [Customer] [Service Provider] shall be responsible for notifying any rectification or erasure of personal data or restriction of processing carried out in accordance with GDPR Articles 16, 17 and 18 to each recipient to whom the personal data have been disclosed in accordance with GPR Article 19 (Notification obligation regarding rectification or erasure of personal data or restriction of processing).  8. The [Parties] [Customer] [Service Provider] shall be responsible for responding to and porting any request for data portability from a Data Subject under GDPR Article 20 (Right to data portability).  9. The [Parties] [Customer] [Service Provider] shall be responsible for responding to and complying with any objection from a Data Subject under GDPR Article 21 (Right to object).  10. The [Parties] [Customer] [Service Provider] shall be responsible for ensuring a Data Subject is not subject to a decision based solely on automated processing, including profiling which causes legal effects or significant effects on the Data Subject and shall comply with GDPR Article 22 (Automated individual decision-making, including profiling).  11. The [Parties] [Customer] [Service Provider] shall be responsible for notifying the supervisory authority (Information Commissioners Office) and the Data Subject of any personal data breach in accordance with GDPR Article 33 (Notification of a personal data breach to the supervisory authority) and Article 34 (Communication of a personal data breach to the data subject).  12. Each Party shall maintain a record of its processing activities under its responsibility in accordance with GDPR Article 30 (Records of processing activities).  13. N/A  14. The Parties agree that the [Customer] [Service Provider] shall be the point of contact for Data Subjects. |