

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

Order Form

CALL-OFF REFERENCE: SR1421477476

THE BUYER: HM Revenue & Customs

BUYER ADDRESS 100 Parliament Street, Westminster, London, SW1A 2BQ

THE SUPPLIER: IRG Advisors LLP trading as Odgers Berndtson

SUPPLIER ADDRESS: 18-20 Cannon Street, London, EC4M 6XD

REGISTRATION NUMBER: OC354226

This Order Form, when completed and executed by both Parties, forms a Call-Off Contract. A Call-Off Contract can be completed and executed using an equivalent document or electronic purchase order system.

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 27 April 2023

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

CALL-OFF LOT(S):

- Lot 1 – Executive Search – Grade 6, SCS1 & SCS2 (and equivalents)

CALL-OFF INCORPORATED TERMS

The following documents are incorporated into this Call-Off Contract. Where numbers are missing, we are not using those schedules. If the documents conflict, the following order of precedence applies:

1. This Order Form
2. Joint Schedule 1 (Definitions and Interpretation) **RM6290**
3. The following Schedules in equal order of precedence:
 - Joint Schedules for **RM6290**
 - Joint Schedule 1 (Definitions)
 - Joint Schedule 2 (Variation Form)
 - Joint Schedule 3 (Insurance Requirements)
 - Joint Schedule 4 (Commercially Sensitive Information) - Appended
 - Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data) - Appended
 - Call-Off Schedules for **RM6290**
 - Call-Off Schedule 3 (Continuous Improvement)
 - Call-Off Schedule 9 (Security)
 - Call-Off Schedule 23 (HMRC Terms)
4. CCS Core Terms (version 3.0.11)
5. Joint Schedule 5 (Corporate Social Responsibility) **RM6290**

No other Supplier terms are part of the Call-Off Contract. That includes any terms written on the back of, added to this Order Form, or presented at the time of delivery.

CALL-OFF START DATE: 27/04/2023

CALL-OFF EXPIRY DATE: 26/10/2023

GDPR POSITION

Independent Data Controller

MAXIMUM LIABILITY

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

SPECIAL TERMS

The Supplier shall ensure that all personnel (employees, sub-contractors, associates etc) providing services have been checked in accordance with the HMG Baseline Personnel Security Standards (BPSS).

CALL-OFF DELIVERABLES

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HMRC requires the supplier to provide the provision of recruitment service for the recruitment of the SCS2 role of Chief Commercial Officer.

JOB DESCRIPTION

Please refer to the Draft Candidate Pack (Appendix 1)

Final pack to be agreed post planning meeting.

AGENCY REQUIREMENTS

Before going live

- To provide any required market intelligence to help the vacancy holder set expectations on the salary on offer.
- Assist with the pack creation if needed and provide a timeline for the campaign
- Attend planning meeting
- Arrange dates and times in panel member diaries for shortlist meeting, fireside chats and interviews
- Advertise the role
- Agency must keep the Executive Resourcing team in the loop at all stages. Team must be copied to all email exchanges with the Vacancy Holder, this is a key deliverable and will impact service provision if not adhered to.

Adverts live

- Actively engage with candidates against the criteria, encouraging a diverse shortlist throughout
- Ensure all candidates have completed their diversity monitoring forms, without this we cannot accept applications
- Send weekly updates to the Executive Resourcing team – outlining current number of applications, number of potential candidates' team have spoken with and any highlights or issues.

Shortlist and Assessment

- Pre-sift comments and shortlist pack provided to panel (minimum 48 hours prior to sift meeting)
- Provide diversity data during shortlist meeting
- Attend longlist/ shortlist meeting and record outcomes
- If a longlist stage is required, then to interview longlisted candidates and provide reports 48 hours before the shortlist meeting*
- Outcome released to candidates and shortlisted candidates invited to book their interview slot (within 24 hours).
- Arrange for assessments such as psychometrics/ staff engagement exercise if required
- Undertake specific checks if needed
- Take up references if required by the panel
- Interview Packs provided to panel with any panel supplied to PO for

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Project Version: v1.0

Model Version: v3.8

distribution to panel members. (minimum 48 hours prior to interviews)

- Attend wash-up meeting after interviews to discuss outcomes

Offer

- Provide diversity data to Exec Resourcing team
- Keep all candidates engaged and warm throughout the process
- Extend offer to successful candidate and manage them through the process and possible counter offers
- Reject other candidates and provide feedback if possible
- Assist the Exec Resourcing team with on-boarding checks and provide candidate information

The Agenda

1. Introductions and explanations of respective roles
 - The post to be filled
 - Job title
 - Pay
 - Reason for vacancy
2. Job Description
 - Achievements required
 - Measures of success
 - How different from present
 - Views of stakeholders
 - Obstacles
3. Person Specification
 - The key skills, experience and competencies
 - What really counts
 - The degree of unanimity amongst interested parties
4. Sourcing the Candidates
 - Likely candidate sources
 - Attractiveness of package – salary, pension, other – and the scope for offering in excess of advertised figure
 - Clearing the salary package with Cabinet Office/HM Treasury where needed
 - The use of search consultants and the basis on which they are to be / have been selected
 - Ensuring diversity, and the importance of getting Diversity Monitoring forms from all candidates
 - Advertise on the standard job boards.
5. The Process
 - Panel membership, including reasons for choice and experience in interviewing and any matters relating to actual or perceived conflicts of interest regarding panel members

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- Detailed arrangements, including advertising, long listing (including pre-sifting by consultant or department), consultant interviews, shortlisting, assessment testing (including psychological testing), final interviews (split, panel, series of one-on-one, or a combination)
- Overall timetable and key dates
- 6. Handling of any candidate's conflict of interest
 - Due diligence checks by department / agency
 - Enquiring about conflicts of interest at interviews
- 7. Expected role of HR
 - In preparing panel members by briefing them on their role with reference to the Commission's Recruitment Principles
 - In managing timetable
 - At long and short-listing meetings
 - In managing search consultant
 - On conclusion of final interviews
 - In ensuring diversity monitoring data is provided to the Commission by the conclusion of the competition
- 8. Any Ministerial/ Functional interest and how to accommodate it
- 9. Next steps

CALL-OFF CHARGES

Total cost £46,000 (excluding VAT) as per the Framework Rate card payable in three milestones:

Stage 1: 25% fee upon placement of advert

Stage 2: 25% fee upon short list signed off by customer

Stage 3: 50% of fee paid upon candidate commences role

The milestone dates for the stages outlined above are to be agreed at planning stage. The following additional costs may be incurred if the services are requested and agreed at planning stage. The supplier will require prior written approval, from the Authority, for these additional costs before the supplier undertakes any associated works.

- Advertising Fees
- Assessment Fees

PAYMENT METHOD

SAP Ariba Invoicing

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BUYER'S INVOICE ADDRESS:

The Accounts Payable Team
Payments.team@hmrc.gov.uk

BUYER'S AUTHORISED REPRESENTATIVE

Name: Nicola Wenham
Title: Principal Sourcing Lead
Email: Nicola.wenham@hmrc.gov.uk
Address: Corporate Support Services, Commercial Directorate|
Floor 1, Trinity Bridge House, 2 Dearmans Place, Salford, M3 5BS

SUPPLIER'S AUTHORISED REPRESENTATIVE

[REDACTED]

SUPPLIER'S CONTRACT MANAGER

[REDACTED]

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:	[REDACTED]	Signature:	[REDACTED]
Name:	David Peters	Name:	Nicola Wenham
Role:	Designated Member	Role:	Principal Sourcing Lead
Date:		Date:	

Annex 1: Draft Candidate Pack

[REDACTED]

Joint Schedule 4 (Commercially Sensitive Information)

1. What is the Commercially Sensitive Information?

- 1.1 In this Schedule the Parties have sought to identify the Supplier's Confidential Information that is genuinely commercially sensitive and the disclosure of which would be the subject of an exemption under the FOIA and the EIRs.
- 1.2 Where possible, the Parties have sought to identify when any relevant Information will cease to fall into the category of Information to which this Schedule applies in the table below and in the Order Form (which shall be deemed incorporated into the table below).
- 1.3 Without prejudice to the Relevant Authority's obligation to disclose Information in accordance with FOIA or Clause 16 (When you can share information), the Relevant Authority will, in its sole discretion, acting reasonably, seek to apply the relevant exemption set out in the FOIA to the following Information:

No.	Date	Item(s)	Duration of Confidentiality
	[REDACTED]	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]	[REDACTED]

Joint Schedule 11 (Processing Data)

Definitions

1. In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

“Processor Personnel” all directors, officers, employees, agents, consultants and suppliers of the Processor and/or of any Sub processor engaged in the performance of its obligations under a Contract;

Status of the Controller

2. The Parties acknowledge that for the purposes of the Data Protection Legislation, the nature of the activity carried out by each of them in relation to their respective obligations under a Contract dictates the status of each party under the DPA 2018. A Party may act as:

- (a) “Controller” in respect of the other Party who is “Processor”;
- (b) “Processor” in respect of the other Party who is “Controller”;
- (c) “Joint Controller” with the other Party;
- (d) “Independent Controller” of the Personal Data where the other Party is also “Controller”,

in respect of certain Personal Data under a Contract and shall specify in Annex 1 (*Processing Personal Data*) which scenario they think shall apply in each situation.

Where one Party is Controller and the other Party its Processor

3. Where a Party is a Processor, the only Processing that it is authorised to do is listed in Annex 1 (*Processing Personal Data*) by the Controller.
4. The Processor shall notify the Controller immediately if it considers that any of the Controller’s instructions infringe the Data Protection Legislation.
5. The Processor shall provide all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment prior to commencing any Processing. Such assistance may, at the discretion of the Controller, include:
 - (a) a systematic description of the envisaged Processing and the purpose of the Processing;
 - (b) an assessment of the necessity and proportionality of the Processing in relation to the Deliverables;

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- (c) an assessment of the risks to the rights and freedoms of Data Subjects; and
 - (d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
6. The Processor shall, in relation to any Personal Data Processed in connection with its obligations under the Contract:
- (a) Process that Personal Data only in accordance with Annex 1 (*Processing Personal Data*), unless the Processor is required to do otherwise by Law. If it is so required the Processor shall notify the Controller before Processing the Personal Data unless prohibited by Law;
 - (b) ensure that it has in place Protective Measures, including in the case of the Supplier the measures set out in Clause 14.3 of the Core Terms, which the Controller may reasonably reject (but failure to reject shall not amount to approval by the Controller of the adequacy of the Protective Measures) having taken account of the:
 - (i) nature of the data to be protected;
 - (ii) harm that might result from a Personal Data Breach;
 - (iii) state of technological development; and
 - (iv) cost of implementing any measures;
 - (c) ensure that :
 - (i) the Processor Personnel do not Process Personal Data except in accordance with the Contract (and in particular Annex 1 (*Processing Personal Data*));
 - (ii) it takes all reasonable steps to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:
 - (A) are aware of and comply with the Processor's duties under this Joint Schedule 11, Clauses 14 (*Data protection*), 15 (*What you must keep confidential*) and 16 (*When you can share information*) of the Core Terms;
 - (B) are subject to appropriate confidentiality undertakings with the Processor or any Subprocessor;
 - (C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Controller or as otherwise permitted by the Contract; and
 - (D) have undergone adequate training in the use, care, protection and handling of Personal Data;
 - (d) not transfer Personal Data outside of the EU unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:
 - (i) the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with

- UK GDPR Article 46 or LED Article 37) as determined by the Controller;
 - (ii) the Data Subject has enforceable rights and effective legal remedies;
 - (iii) the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Controller in meeting its obligations); and
 - (iv) the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the Processing of the Personal Data; and
 - (e) at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the Contract unless the Processor is required by Law to retain the Personal Data.
7. Subject to paragraph 8 of this Joint Schedule 11, the Processor shall notify the Controller immediately if in relation to it Processing Personal Data under or in connection with the Contract it:
- (a) receives a Data Subject Access Request (or purported Data Subject Access Request);
 - (b) receives a request to rectify, block or erase any Personal Data;
 - (c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
 - (d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data Processed under the Contract;
 - (e) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
 - (f) becomes aware of a Personal Data Breach.
8. The Processor's obligation to notify under paragraph 7 of this Joint Schedule 11 shall include the provision of further information to the Controller, as details become available.
9. Taking into account the nature of the Processing, the Processor shall provide the Controller with assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under paragraph 7 of this Joint Schedule 11 (and insofar as possible within the timescales reasonably required by the Controller) including by immediately providing:
- (a) the Controller with full details and copies of the complaint, communication or request;

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- (b) such assistance as is reasonably requested by the Controller to enable it to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
 - (c) the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;
 - (d) assistance as requested by the Controller following any Personal Data Breach; and/or
 - (e) assistance as requested by the Controller with respect to any request from the Information Commissioner's Office, or any consultation by the Controller with the Information Commissioner's Office.
10. The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this Joint Schedule 11. This requirement does not apply where the Processor employs fewer than 250 staff, unless:
- (a) the Controller determines that the Processing is not occasional;
 - (b) the Controller determines the Processing includes special categories of data as referred to in Article 9(1) of the UK GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the UK GDPR; or
 - (c) the Controller determines that the Processing is likely to result in a risk to the rights and freedoms of Data Subjects.
11. The Processor shall allow for audits of its Data Processing activity by the Controller or the Controller's designated auditor.
12. The Parties shall designate a Data Protection Officer if required by the Data Protection Legislation.
13. Before allowing any Subprocessor to Process any Personal Data related to the Contract, the Processor must:
- (a) notify the Controller in writing of the intended Subprocessor and Processing;
 - (b) obtain the written consent of the Controller;
 - (c) enter into a written agreement with the Subprocessor which give effect to the terms set out in this Joint Schedule 11 such that they apply to the Subprocessor; and
 - (d) provide the Controller with such information regarding the Subprocessor as the Controller may reasonably require.
14. The Processor shall remain fully liable for all acts or omissions of any of its Subprocessors.
15. The Relevant Authority may, at any time on not less than thirty (30) Working Days' notice, revise this Joint Schedule 11 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to the Contract).

16. The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Relevant Authority may on not less than thirty (30) Working Days' notice to the Supplier amend the Contract to ensure that it complies with any guidance issued by the Information Commissioner's Office.

Where the Parties are Joint Controllers of Personal Data

17. In the event that the Parties are Joint Controllers in respect of Personal Data under the Contract, the Parties shall implement paragraphs that are necessary to comply with UK GDPR Article 26 based on the terms set out in Annex 2 to this Joint Schedule 11.

Independent Controllers of Personal Data

18. With respect to Personal Data provided by one Party to another Party for which each Party acts as Controller but which is not under the Joint Control of the Parties, each Party undertakes to comply with the applicable Data Protection Legislation in respect of their Processing of such Personal Data as Controller.
19. Each Party shall Process the Personal Data in compliance with its obligations under the Data Protection Legislation and not do anything to cause the other Party to be in breach of it.
20. Where a Party has provided Personal Data to the other Party in accordance with paragraph 18 of this Joint Schedule 11 above, the recipient of the Personal Data will provide all such relevant documents and information relating to its data protection policies and procedures as the other Party may reasonably require.
21. The Parties shall be responsible for their own compliance with Articles 13 and 14 UK GDPR in respect of the Processing of Personal Data for the purposes of the Contract.
22. The Parties shall only provide Personal Data to each other:
 - (a) to the extent necessary to perform their respective obligations under the Contract;
 - (b) in compliance with the Data Protection Legislation (including by ensuring all required data privacy information has been given to affected Data Subjects to meet the requirements of Articles 13 and 14 of the UK GDPR); and
 - (c) where it has recorded it in Annex 1 (*Processing Personal Data*).
23. Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, each Party shall, with respect to its Processing of Personal Data as Independent Controller, implement and maintain appropriate technical and organisational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1)(a), (b), (c) and (d) of the UK GDPR, and the measures shall, at a minimum, comply with the

requirements of the Data Protection Legislation, including Article 32 of the UK GDPR.

24. A Party Processing Personal Data for the purposes of the Contract shall maintain a record of its Processing activities in accordance with Article 30 UK GDPR and shall make the record available to the other Party upon reasonable request.
25. Where a Party receives a request by any Data Subject to exercise any of their rights under the Data Protection Legislation in relation to the Personal Data provided to it by the other Party pursuant to the Contract (**“Request Recipient”**):
 - (a) the other Party shall provide any information and/or assistance as reasonably requested by the Request Recipient to help it respond to the request or correspondence, at the cost of the Request Recipient; or
 - (b) where the request or correspondence is directed to the other Party and/or relates to that other Party's Processing of the Personal Data, the Request Recipient will:
 - (i) promptly, and in any event within five (5) Working Days of receipt of the request or correspondence, inform the other Party that it has received the same and shall forward such request or correspondence to the other Party; and
 - (ii) provide any information and/or assistance as reasonably requested by the other Party to help it respond to the request or correspondence in the timeframes specified by Data Protection Legislation.
26. Each Party shall promptly notify the other Party upon it becoming aware of any Personal Data Breach relating to Personal Data provided by the other Party pursuant to the Contract and shall:
 - (a) do all such things as reasonably necessary to assist the other Party in mitigating the effects of the Personal Data Breach;
 - (b) implement any measures necessary to restore the security of any compromised Personal Data;
 - (c) work with the other Party to make any required notifications to the Information Commissioner's Office and affected Data Subjects in accordance with the Data Protection Legislation (including the timeframes set out therein); and
 - (d) not do anything which may damage the reputation of the other Party or that Party's relationship with the relevant Data Subjects, save as required by Law.

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27. Personal Data provided by one Party to the other Party may be used exclusively to exercise rights and obligations under the Contract as specified in Annex 1 (*Processing Personal Data*).
28. Personal Data shall not be retained or processed for longer than is necessary to perform each Party's respective obligations under the Contract which is specified in Annex 1 (*Processing Personal Data*).
29. Notwithstanding the general application of paragraphs 2 to 16 of this Joint Schedule 11 to Personal Data, where the Supplier is required to exercise its regulatory and/or legal obligations in respect of Personal Data, it shall act as an Independent Controller of Personal Data in accordance with paragraphs 18 to 28 of this Joint Schedule 11.

Annex 1 - Processing Personal Data

This Annex shall be completed by the Controller, who may take account of the view of the Processors, however the final decision as to the content of this Annex shall be with the Relevant Authority at its absolute discretion.

1.1 The contact details of the Relevant Authority's Data Protection Officer are:
Cabinet Office Data Protection Officer

The contact details of the Supplier's Data Protection Officer are: [REDACTED]

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

1.3 Any such further instructions shall be incorporated into this Annex.

Description	Details
Identity of Controller for each Category of Personal Data	<p>The Parties are Independent Controllers of Personal Data</p> <p><i>The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of:</i></p> <ul style="list-style-type: none">• <i>Business contact details of Supplier Personnel for which the Supplier is the Controller,</i>• <i>Business contact details of any directors, officers, employees, agents, consultants and contractors of Relevant Authority (excluding the Supplier Personnel) engaged in the performance of the Relevant Authority's duties under the Contract) for which the Relevant Authority is the Controller,</i>• <i>The Processor shall comply with any further written instructions with respect to processing by the Controller.</i>• <i>Any such further instructions shall be incorporated into this Schedule.</i>• <i>The Parties acknowledge that for the purposes of the Data Protection Legislation the Parties are independent controllers of Personal Data under this Framework Agreement.</i>

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Duration of the Processing	From award until expiry of all Call Off Contracts under RM6290.
Nature and purposes of the Processing	<p>Managing the obligations under the Framework Agreement, including exit management, and other associated activities.</p> <p>This information may be shared with the Authority to enable compliance checks on the Supplier to be undertaken. This information will be shared digitally in a secure manner.</p>
Type of Personal Data	<p><i>All Data Subjects</i></p> <p><i>As following, but not limited to:</i></p> <p><i>Full name, Workplace address, Workplace Phone Number, Workplace email address, Names, Job Title, Compensation, Tenure Information, Qualifications or Certifications, Nationality, Education & training history, Previous work history, Personal Interests, References and referee details, Driving license details, National insurance number, Bank statements, Utility bills, Job title or role</i></p> <p><i>Job application details, Start date, End date & reason for termination, Contract type, Compensation data, Photographic Facial Image, Biometric data, Birth certificates, IP Address,</i></p> <p><i>Details of physical and psychological health or medical condition</i></p> <p><i>Next of kin & emergency contact details, Record of absence, time tracking & annual leave</i></p>
Categories of Data Subject	<p>Data Subjects may include:</p> <ul style="list-style-type: none">• Staff (employees) and Contracted Employee• Self Employed Contractors• Customers/Clients• Suppliers

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<p>Plan for return and destruction of the data once the Processing is complete</p> <p>UNLESS requirement under Union or Member State law to preserve that type of data</p>	<p>The Supplier must retain and store securely any data in relation to a Call Off Contract for a minimum of 7 years after the expiry of the agreement. Once this period has ended the Supplier must destroy any data stored in line with 10.5 of the Core Terms.</p>
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