



Crown
Commercial
Service

Call Off Order Form

Permanent Recruitment Agency Service Support Across
NHSD Directorates (Lotted)

Contract Reference: CCCB21A08

SECTION A

This Call Off Order Form is issued in accordance with the provisions of the Framework Agreement for the provision of Permanent Recruitment Solutions dated 13/11/2018.

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

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

Order Number	CCCB21A08
From	The Health and Social Care Information Centre (known as NHS Digital) ("CUSTOMER")
To	Green Park Interim & Executive Search Limited ("SUPPLIER")

SECTION B

1. CALL OFF CONTRACT PERIOD

1.1.	Commencement Date: Monday 17th January 2022
1.2.	Expiry Date: End date of Initial Period: Monday 16th January 2023 End date of Extension Period: Tuesday 16th January 2024 Minimum written notice to Supplier in respect of extension: 3 months

2. SERVICES

2.1 Services required:

- * In Call Off Schedule 2 (Services)

3. IMPLEMENTATION PLAN

3.1. Implementation Plan:

Not applied

4. CONTRACT PERFORMANCE

4.1.	Standards: Not applied
4.2	Service Levels: See Call Off Schedule 2 (Services) Customer periodic reviews of Service Levels (Clause 13.7.1 of the Call Off Terms): See Call Off Schedule 2 (Services)

4.3	Critical Service Level Failure: Not applied
4.4	Performance Monitoring: See Call Off Schedule 2 (Services)
4.5	Period for providing Rectification Plan: See Call Off Schedule 15 (Call Off Tender)

5. PERSONNEL

5.1	Key Personnel: NHS Digital: Redacted – FOI Section 40 Personal Information Green Park Interim & Executive Search Limited: Redacted – FOI Section 40 Personal Information
5.2	Relevant Convictions (Clause 27.2 of the Call Off Terms): Not applicable

6. PAYMENT

6.1	Call Off Contract Charges (including any applicable discount(s), but excluding VAT): Full details of Supplier's commercial submission and the Call off Contract Charges are detailed in Annex 1 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing). For the avoidance of doubt; The maximum contract value for Lot 5 is £740,000.00 (ex VAT) There is no guaranteed spend through this contract as the recruitment volume for the lot listed above cannot be guaranteed.
6.2	Payment terms/profile (including method of payment e.g. Government Procurement Card (GPC) or BACS): In Annex 2 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing) Invoices should clearly quote the purchase order number, be addressed to NHS Digital, T56 Payables A125, Phoenix House, Topcliffe Lane, Wakefield, WF3 1WE and be sent as a PDF attachment by email to the following email address: sbs.apinvoicing@nhs.net (one invoice per PDF) and emails must not exceed 10Mb and quote, 'T56 Invoice Scanning' in subject line or alternatively invoices can be sent via post to the above address.' Any queries regarding outstanding payments should be directed to NHS Digital's Accounts Payable section by email at financialaccounts@nhs.net .
6.3	Reimbursable Expenses: Not permitted

6.4	Customer billing address (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): See 6.2 above
6.5	Call Off Contract Charges fixed for (paragraph 8.2 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): for the entire duration of the Call Off Contract Period
6.6	Supplier periodic assessment of Call Off Contract Charges (paragraph 9.2 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)) will be carried out on: Not Permitted
6.7	Supplier request for increase in the Call Off Contract Charges (paragraph 10 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): Not Permitted

7. LIABILITY AND INSURANCE

7.1	Estimated Year 1 Call Off Contract Charges: The applicable Lot's recruitment volumes and therefore estimated year one call-off contract charges cannot be guaranteed.
7.2	Supplier's limitation of Liability (Clause 36.2.1 of the Call Off Terms); Clause 36.2.1 of the Call Off Terms shall apply
7.3	Insurance (Clause 37.3 of the Call Off Terms): The Supplier shall maintain the insurances as set out in Annex 1 (Required Insurances) of Framework Schedule 14: Insurance Requirements, and any other insurances as may be required by Law. The Supplier shall put in place and maintain in force the following insurances with the following minimum cover per claim: <ul style="list-style-type: none"> ✓ a minimum insurance period for the duration of the Call Off Contract and for 6 years following the expiration or Call Off Expiry Date ✓ Public and Products Liability insurance with a minimum limit of 125% or any higher minimum limit required by Law ✓ Professional Indemnity insurance cover to be held by the Supplier and by any agent, Subcontractor or consultant involved in the supply of the Services. This professional indemnity insurance cover will have a minimum limit of indemnity of £1,000,000 for each individual claim ✓ Employers' Liability insurance with a minimum limit of £5,000,000 or any higher minimum limit required by Law.

8. TERMINATION AND EXIT

- 8.1 Termination on material Default** (Clause 41.2.1(c) of the Call Off Terms):
Clause 42.2.1(c) of the Call Off Terms applies

8.2	Termination without cause notice period (Clause Error! Reference source not found. of the Call Off Terms): Clause 41.7.1 of the Call Off Terms applies
8.3	Undisputed Sums Limit: Clause 42.1.1 of the Call Off Terms applies
8.4	Exit Management: Not applied

9. SUPPLIER INFORMATION

9.1	Supplier's inspection of Sites, Customer Property and Customer Assets: Not applied
9.2	Commercially Sensitive Information: Contents of the Supplier's Bid Submission

10. OTHER CALL OFF REQUIREMENTS

10.1	Recitals (in preamble to the Call Off Terms): Recitals B to E Recital C - date of issue of the Statement of Requirements: 19/10/2021 Recital D - date of receipt of Call Off Tender: 04/11/2021
10.2	Call Off Guarantee (Clause 4 of the Call Off Terms): Not required
10.3	Security: Short form security requirements to apply
10.4	ICT Policy: Not applied
10.5	Testing: Not applied
10.6	Business Continuity & Disaster Recovery: Not applied
10.7	Failure of Supplier Equipment (Clause 32.8 of the call off Terms: Not applied
10.8	Protection of Customer Data (Clause 34.2.3 of the Call Off Terms): Applied
10.8A	Data Processing

In this Call Off Contract, references to 'GDPR' shall be interpreted as references to 'UK GDPR'.

Controller to Controller data sharing arrangement:

As at the Call Off Commencement Date, the Parties acknowledge that each shall be an Independent Controller in relation to Personal Data exchanged under this Call Off Contract. Each Party shall comply with its obligations as a Controller under the Data Protection Legislation.

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

Redacted – FOI Section 40 Personal Information

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

Redacted – FOI Section 40 Personal Information

Details of the Personal Data to be transferred under this Call Off Contract are as set out in the table below.

The Supplier shall on request draft and support the production of a DPIA relating to the Services.

Description	Details
Purpose for which personal data is being shared	To provide the Customer with personal details of candidates suitable for the advertised job role.
Categories of personal data	Name, email address, telephone number and may include date of birth and NI number, images of the candidate(s). Diversity monitoring information if required
Potential recipients and reasons for access	The Customer permanent staff recipients in order to make informed decisions about recruitment activity and to contact candidates for screening and to provide details for potential interview.
Data sharing process	CVs of those candidates applying for advertised role only after gaining individual applicant's consent. In order to obtain consent, the Supplier will email candidates asking for permission to share their name/email address and all details listed under categories of personal data. The Customer will then only contact those individuals. Details of any conversations are to remain confidential.
Process for secure deletion	In-line with the Supplier's and the Customer's standard processing procedures, otherwise deleted at 24 months following the end of this Call Off Contract.

The provisions of Clauses 34.5.1 – 34.5.8 shall apply to this Call Off Contract.

10.9	<p>Notices (Clause 55.6 of the Call Off Terms):</p> <p>Customer's email address Redacted – FOI Section 40 Personal Information</p> <p>Supplier's postal address and email address:</p> <p>Partnership House, 4th Floor, Carlisle Place, London, SW 1P 1BX</p>								
10.10	<p>Transparency Reports</p> <p>Not applied</p>								
10.11	<p>Alternative and/or additional provisions (including any Alternative and/or Additional Clauses under Call Off Schedule 14):</p> <p>Schedule 14 Alternative Clauses</p> <p>The following optional additional term shall apply:</p> <p>NON-CROWN BODIES</p> <p>Clause 46.3.1(a) of this Call Off Contract (Official Secrets Act and Finance Act) shall be deleted.</p> <p>For the avoidance of doubt, the terms 'Customer', 'Customer' and 'Authority' shall be used interchangeably under this Call Off Contract, and shall always refer to NHS Digital.</p> <p>Supplemental requirements in addition to the Call Off Terms:</p> <p>Customer specific amendments to/refinements of the Call Off Terms as follows:</p> <p><i>For the purposes of incorporation of Call Off Schedule 1: Definitions of the Call Off Terms, the following definitions shall be added (and where such terms are already defined, such definitions shall be replaced with the corresponding definitions below):</i></p> <table border="1" data-bbox="375 1182 1465 2016"> <tr> <td data-bbox="375 1182 590 1283">Contractor</td><td data-bbox="590 1182 1465 1283">means any individual delivering the Services (or any part of them);</td></tr> <tr> <td data-bbox="375 1283 590 1668">Customer Data</td><td data-bbox="590 1283 1465 1668"> <p>means the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, including any Customer's Confidential Information, and which:</p> <ul style="list-style-type: none"> i) are supplied to the Supplier by or on behalf of the Customer; or ii) the Supplier is required to generate, process, store or transmit pursuant to this Call Off Contract; or <p>any Personal Data for which the Customer is the Controller;</p> </td></tr> <tr> <td data-bbox="375 1668 590 1904">Cyber Security Requirements</td><td data-bbox="590 1668 1465 1904"> <p>means:</p> <ul style="list-style-type: none"> a) compliance with the DSP Toolkit or any replacement of the same; and b) any other cyber security requirements relating to the Services notified to the Supplier by the Customer from time to time; </td></tr> <tr> <td data-bbox="375 1904 590 2016">DSP Toolkit</td><td data-bbox="590 1904 1465 2016">means the data security and protection toolkit, an online self-assessment tool that allows organisations to measure their performance against the National Data Guardian's 10 data</td></tr> </table>	Contractor	means any individual delivering the Services (or any part of them);	Customer Data	<p>means the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, including any Customer's Confidential Information, and which:</p> <ul style="list-style-type: none"> i) are supplied to the Supplier by or on behalf of the Customer; or ii) the Supplier is required to generate, process, store or transmit pursuant to this Call Off Contract; or <p>any Personal Data for which the Customer is the Controller;</p>	Cyber Security Requirements	<p>means:</p> <ul style="list-style-type: none"> a) compliance with the DSP Toolkit or any replacement of the same; and b) any other cyber security requirements relating to the Services notified to the Supplier by the Customer from time to time; 	DSP Toolkit	means the data security and protection toolkit, an online self-assessment tool that allows organisations to measure their performance against the National Data Guardian's 10 data
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		security standards and supports key requirements of the UK GDPR, which can be accessed from https://www.dsptoolkit.nhs.uk/ , as may be amended or replaced by the Customer or the Department of Health and Social Care from time to time;
	Intermediary	means any “intermediary” (as defined in section 61M ITEPA) in respect of which any of Conditions A – C within section 61N ITEPA are met;
	ITEPA	Income Tax (Earnings and Pensions) Act 2003;
	Law	means (from time to time in force) any applicable law, any applicable Act of Parliament, statute, by law, regulation, order, regulatory policy (including any requirement or notice of any regulatory body), guidance or industry code of practice, rule of court or directives or requirements of any Regulatory Body, delegated or subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, or enforceable community right within the meaning of Section 2 of the European Communities Act 1972, and any amended or new laws arising out of or in connection with the United Kingdom's withdrawal from the European Union (that is, ceases to be an EU Member State);
	Off-Payroll Working Rules	means the provisions of Chapter 10 of Part 2 ITEPA relating to the engagement of workers through intermediaries and the provisions of Social Security Contributions (Intermediaries) Regulations 2000/727 (or, in each case, any other provisions under any law having like effect);
	Status Determination	means a status determination pursuant to, and for the purposes of, the Off-Payroll Working Rules;
	Tax	means income tax, employee national insurance contributions and employer national insurance contributions (in each case whether or not required to be accounted for under the PAYE rules of the United Kingdom) and any equivalent tax, contribution or similar obligations elsewhere, together, in each case, with all related penalties and interest;
<p>1) Income Tax and National Insurance Contributions (IR35)</p> <p><i>Clause 23.5 of the Call Off Terms shall be deleted in its entirety and replaced with the following new Clause 23.5:</i></p> <p>23.5 IR35</p> <p>23.5.1 The Customer and the Supplier agree and acknowledge that this Call Off Contract represents a contract for a fully contracted out service and, as a result, the Off-Payroll Working Rules shall not apply to the Customer in relation to the provision of the Services (or any part of them) and / or to any arrangements involving the performance of any services by any Contractor.</p> <p>23.5.2 Notwithstanding Clause 23.5.1, the Supplier warrants and undertakes to the Customer that (i) each Contractor will be directly engaged exclusively as an</p>		

employee for the purposes of and when delivering such Services (with all required Tax being withheld, deducted and/or accounted for in respect of any payments or other benefits provided to that Contractor) and (ii) that such engagement is not nor will be with any Intermediary of that Contractor.

23.5.3 Promptly upon request from the Customer, the Supplier shall provide (or procure provision) to the Customer of all such evidence, information and assistance as the Customer reasonably requires in order to confirm that the warranties and undertakings given by the Supplier in Clause 23.5.2 are, and remain, true, accurate and correct in all respects.

23.5.4 The Customer shall be entitled to make any deductions in respect of Tax, from any payments to the Supplier, which it reasonably considers are required to be made as a result of, or connection with, the application of the Off-Payroll Working Rules.

23.5.5 The Supplier shall indemnify the Customer, on demand and on an after-Tax basis, against:

- a) any and all proceedings, claims or demands by any third party (including, but without limitation, HM Revenue & Customs and any successor, equivalent or related body);
- b) any and all Tax and any other liabilities, losses, deductions, contributions or assessments; and
- c) any and all reasonable costs or expenses and any penalties, fines or interest incurred or payable,

in each case, which arise as a result of, in consequence of, or otherwise in connection with, the Supplier, at any time, being in breach of any of the warranties or undertakings given in Clauses 23.5.2 or 23.5.7.

23.5.6 The Customer may at its option satisfy the indemnity given under Clause 23.5.5 (in whole or in part) by way of deduction from payments due to the Supplier.

23.5.7 The Supplier warrants to the Customer that it is not, nor will it prior to the cessation of this contract become, a “managed service company”, within the meaning of section 61B of the Income Tax (Earnings and Pensions) Act 2003.

2) Security of Supplier Personnel

A new Clause 27.3 shall be added as follows:

27.3 Security of Supplier Personnel

27.3.1 Supplier Personnel shall be subject to pre-employment checks that include, as a minimum: verification of identity, employment history, unspent criminal convictions and right to work, as detailed in the HMG Baseline Personnel Security Standard (<https://www.gov.uk/government/publications/government-baseline-personnel-security-standard>), as may be amended or replaced by the Government from time to time.

27.3.2 The Supplier shall agree on a case by case basis which Supplier Personnel roles which require specific government National Security Vetting clearances (such as ‘SC’) including system administrators with privileged access to IT systems which store or process Customer Data.

27.3.3 The Supplier shall prevent Supplier Personnel who have not yet received or are unable to obtain the security clearances required by this clause from accessing systems which store, process, or are used to manage Customer Data, or from

	<p>accessing Customer premises, except where agreed with the Customer in writing.</p> <p>27.3.4 All Supplier Personnel that have the ability to access Customer Data or systems holding Customer Data shall undergo regular training on secure information management principles. Unless otherwise agreed with the Customer in writing, this training must be undertaken annually.</p> <p>27.3.5 Where Supplier Personnel are granted the ability to access Customer Data or systems holding Customer Data, those Supplier Personnel shall be granted only those permissions necessary for them to carry out their duties. When staff no longer need such access or leave the organisation, their access rights shall be revoked within one (1) Working Day.</p> <p>3) Cyber Security Requirements</p> <p><i>A new Clause 34.6 shall be added as follows:</i></p> <p>34.6 Cyber Security Requirements</p> <p>34.6.1 The Supplier warrants and represents that it has complied with and throughout the Call Off Contract Period will continue to comply with the Cyber Security Requirements.</p> <p>5) Anti-Slavery</p> <p><i>A new Clause 46.8 shall be added as follows:</i></p> <p>46.8 Modern Slavery</p> <p>46.8.1 The Supplier shall implement due diligence procedures for its Sub-Contractors and other participants in its supply chains to ensure that there is no slavery or human trafficking in its supply chains.</p> <p>46.8.2 The Supplier shall prepare and deliver to the Customer each year, an annual slavery and human trafficking report setting out the steps it has taken to ensure that slavery and human trafficking is not taking place in any of its supply chains or in any part of its business.</p>
10.12	<p>Call Off Tender:</p> <p>In Schedule 15 (Call Off Tender)</p>

FORMATION OF CALL OFF CONTRACT

BY SIGNING AND RETURNING THIS CALL OFF ORDER FORM (which may be done by electronic means) the Supplier agrees to enter a Call Off Contract with the Customer to provide the Services in accordance with the terms Call Off Order Form and the Call Off Terms.

The Parties hereby acknowledge and agree that they have read the Call Off Order Form and the Call Off Terms and by signing below agree to be bound by this Call Off Contract.

In accordance with paragraph 7 of Framework Schedule 5 (Call Off Procedure), the Parties hereby acknowledge and agree that this Call Off Contract shall be formed when the Customer acknowledges (which may be done by electronic means) the receipt of the signed copy of the Call Off Order Form from the Supplier within two (2) Working Days from such receipt.

For and on behalf of the Supplier:

Name and Title	Redacted – FOI Section 40 Personal Information
Email	Redacted – FOI Section 40 Personal Information
Signature	Redacted – FOI Section 40 Personal Information
Date	Redacted – FOI Section 40 Personal Information

For and on behalf of the Customer:

Name and Title	Redacted – FOI Section 40 Personal Information
Email	Redacted – FOI Section 40 Personal Information
Signature	Redacted – FOI Section 40 Personal Information
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