

# DPS Schedule 6 (Order Form Template and Order Schedules)

## Order Form

ORDER REFERENCE: PROJECT\_870

THE BUYER: **The Secretary of State for the Home Department**

BUYER ADDRESS **2 Marsham Street, London, SW1P 4DF**

THE SUPPLIER: IFF Research Ltd

SUPPLIER ADDRESS: St Magnus House, 3 Lower Thames Street,  
London, EC3R 6HD

REGISTRATION NUMBER: [REDACTED]

DUNS NUMBER: 211574041

DPS SUPPLIER REGISTRATION SERVICE ID: [REDACTED]

### APPLICABLE DPS CONTRACT

This Order Form is for the provision of the Deliverables and dated **01<sup>st</sup> March 2024**  
It's issued under the DPS Contract with the reference number RM6126 for the  
provision of Research with High Potential Individual (HPI) Visa Holders.

DPS FILTER CATEGORY(IES): N/A

## DPS Schedule 6 (Order Form Template and Order Schedules)

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### ORDER INCORPORATED TERMS

The following documents are incorporated into this Order 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 including the Order Special Terms and Order Special Schedules.
2. Joint Schedule 1(Definitions and Interpretation) **RM6126**
3. DPS Special Terms
4. The following Schedules in equal order of precedence:
  - Joint Schedules for **RM6126**
    - Joint Schedule 2 (Variation Form)
    - Joint Schedule 3 (Insurance Requirements)
    - Joint Schedule 4 (Commercially Sensitive Information)
    - Joint Schedule 10 (Rectification Plan)
    - Joint Schedule 11 (Processing Data)
  - Order Schedules for **project\_870**
    - Order Schedule 1 (Transparency Reports) – **N/A**
    - Order Schedule 2 (Staff Transfer) – **N/A**
    - Order Schedule 3 (Continuous Improvement) – **N/A**
5. CCS Core Terms (DPS version) v1.0.3
6. Joint Schedule 5 (Corporate Social Responsibility)

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

### ORDER SPECIAL TERMS

The following Special Terms are incorporated into this Order Contract:

**None**

ORDER START DATE: **1<sup>st</sup> March 2024**

ORDER EXPIRY DATE: **1<sup>st</sup> September 2024**

ORDER INITIAL PERIOD: **6 months**

### DELIVERABLES

## PURPOSE

1.0 The Home Office requires research to understand the experiences and motivations of [High Potential Individual \(HPI\) visa holders](#). The HPI route was launched in May 2022 as part of the government's ['Build Back Better: Our plan for growth'](#).

1.1 Suppliers are reminded that any information provided within this document should be treated as confidential and they must not disclose any information supplied as part of this procurement process to any third party.

## BACKGROUND TO THE CONTRACTING AUTHORITY

- 2.1 The Home Office is the lead government department for immigration and passports, drugs policy, crime, fire, counterterrorism, and police. It is responsible for securing the UK border and controlling immigration, considering applicants to enter and stay in the UK, and issuing passports and visas.
- 2.2 The mission of the Migration and Borders Group is to guide the UK's immigration, borders, asylum and citizenship system, to ensure it is run in a coherent, end to end manner, providing great customer service and applying fair but firm controls, in line with Ministerial objectives for the New Plan for Immigration.
- 2.3 Home Office Analysis and Insight (HOAI) brings together economists, statisticians, operational and social researchers, intelligence analysts and others to provide analysis and insight to support all directorates in the Home Office, including the Migration and Borders Group, in delivering its objectives. This work is led by the Managed Migration Research team, which sits within the HOAI directorate.

## BACKGROUND TO REQUIREMENT/OVERVIEW OF REQUIREMENT

- 3.1 The High Potential Individual (HPI) route opened on 30 May 2022 and allows those who have graduated from an [eligible international university](#) in the 5 years prior to their application to apply for a short-term work visa.
- 3.2 Applicants do not need a job offer to apply, but must have a verified qualification, and meet English language (Level B1) and financial requirements. Successful applicants will be given a 2-year work visa (3-year for those with a PhD) and can switch to other long-term employment visas if they meet the eligibility requirements. The visa application fee is £715, and there are additional visa costs such as those to check a qualification is valid, and the health surcharge.
- 3.3 Up to the start of August 2023, there have been 3,067 grants to main applicants, with 826 grants (27%) from United States nationals, 651 grants (21%) from Chinese nationals and 416 grants (14%) from Indian nationals.
- 3.4 The objectives of the route are to attract international talent to the UK to drive both economic growth as well as technological and medical advances. The primary aim of the research is to provide quantitative and qualitative data about the experiences of HPI visa holders. The outputs of the research will be used by analysts in HOAI alongside evidence and analysis from a range of sources, including management information (MI) and independent analysis. Outputs will be shared with policy, operational colleagues, and Ministers to aid understanding of trends appearing in MI data. These outputs will also help inform the focus and design of future evidence gathering and evaluation plans.

## DEFINITIONS

Expression or Acronym	Definition
HPI	High Potential Individual
HOAI	Home Office Analysis and Insight
MI	Management Information i.e. the operational data held by the Home Office, including data on visa applicants and sponsors.
FBIS	Future Borders and Immigration System i.e. the UK's border and immigration system in operation from 1st January 2021.

## SCOPE OF REQUIREMENT

5.1 HOAI are well placed to track HPI visa volumes by monitoring internal management information. However, the drivers of migration are complex and behavioural assumptions used in impact assessments require a wider range of methodological approaches to properly evaluate the effectiveness of policy features and operational delivery. We now want to evaluate the extent to which the HPI visa route has met its intended objectives, by seeking the perspectives of visa holders.

5.2 As such, the Authority requires a piece of research to explore the experiences' of HPI visa holders.

5.3 Potential Suppliers will deliver a research project which responds to the following high-level research questions:

- **What type of talent is this route attracting?**  
What level of qualification(s) they have, what university they attended, and what they have done since graduating.
- **To what extent is the UK an attractive option to this cohort?**  
Why they chose the UK, how they found out about the route, whether they considered other routes, and why they chose HPI.
- **To what extent are HPI visa holders contributing to the current 'Plan for Growth' and the UK's innovation agenda?**  
What types of job roles/sectors visa holders are working in whilst in the UK, how much they earn and how often their employment changes over time.
- **To what extent will HPI visa holders contribute to UK growth in the longer term?**

What are their intentions for the future, do they intend to switch route and stay long term or leave the UK.

### **Out of Scope**

5.4 Potential Suppliers shall note that this requirement is for the HPI project only. Economic analysis, such as any calculation of economic impact from HPI visa holders will be conducted by HOAI and is out of scope for this contract.

5.5 Research participants should be visa holders aged 18 and over who hold a HPI visa as a Main Applicant. Anybody aged under 18 is out of scope for the research project.

## **THE REQUIREMENT**

6.1 The overall purpose of this research is to collect data on characteristics, motivations, activities and intentions of HPI visa holders. This information will be used by the Authority's analysts, policy, and operations to evaluate the aims of the route, estimate future demand for the visa and help identify potential research gaps which may be addressed in longer-term analysis.

6.2 We require a mixed methods approach. An online survey sent to all HPI visa holders will provide direction for the second element of the research which will involve in-depth video/telephone qualitative interviews with 10-20 participants. These will explore the research questions in greater depth and give illustrative examples in the form of case studies.

6.3 The Home Office will provide an initial sample frame, consisting of the names of HPI visa holders and the contact details (email address and telephone number) they gave when applying for the visa. Bidders should note that the phone numbers in our initial sample frame are likely to be international phone numbers (and may be unreliable or now unused) and therefore we would likely expect interviews to be recruited through email in the first instance.

6.4 The research questions will be agreed between the appointed contractor and the Home Office. HPI visa policy will be evaluated through the following research questions:

### **6.4.1 What type of talent is this route attracting?**

- Where did applicants go to university? What level qualification/s do they have and in what subject was their qualification/s obtained?
- Did they go directly on to the HPI route after graduating, or have they done other things?

### **6.4.2 To what extent is the UK an attractive option to this cohort?**

- How did applicants find out about the route? Did universities or employers play a role in promoting the route?

- Why did HPI visa holders want to come to the UK? What were their main intentions? (E.g., to find long-term skilled employment, or more of a 'working holiday'?)
- To what extent did the HPI visa influence their decision to come to the UK, vs other factors? What features of the HPI visa did they find most attractive?
- How did applicants find out about the route? Did their university/ a potential employer tell them about the route?
- Would HPI visa holders have come to the UK/applied for another visa route, had HPI not been available? If they considered other routes, why did they choose HPI?
- How important to HPI visa holders was the ability to bring dependants? What is the dependants' experience of living in the UK?

**6.4.3 To what extent are HPI visa holders contributing to the current 'Plan for Growth' and the UK's innovation agenda?**

- Are applicants working when in the UK? If so, what sectors/job roles are they working in and how much do they earn?
- How do HPI visa holders' activities change over time, e.g, in terms of wage/job progression/role switching?

**6.4.4 To what extent will HPI visa holders contribute to UK growth in the longer term?**

- What are HPI visa holders' employment intentions for the future?
- Do they intend to switch to another type of visa, or leave the UK? If they plan to switch, what type of visa will they switch to and when? Do they intend to stay long-term?

**6.4.5 What were HPI visa holders' experiences of applying for the HPI visa and their relevant experiences when arriving in the UK?**

- How did HPI visa holders' find the application process?
- Are there any specific areas for improvement in operational delivery, including experiences of the fully digital application process?

**6.5 Potential Suppliers are encouraged to submit proposals that they think best addresses the objectives of the research, with the following essential requirements:**

- Responding to the research questions as set out in section 6.4.
- Drafting research materials (survey and topic guides for review and sign off by HOAI), to deliver robust data that effectively responds to the identified research questions.
- A research report of publishable standard concisely summarising research findings, and a PowerPoint presentation of findings presented

in a way that is accessible and engaging for non-specialist policy audience, Ministers, and wider stakeholders.

6.6 The project will be considered complete once the Authority has reviewed and agreed the research report.

## **PROPOSED METHODOLOGY**

### **Component 1: Online survey of all HPI visa holders**

7.1 We propose a short online survey (estimated time to complete of no more than 15-20 minutes) sent to all individuals who successfully applied for a HPI visa and are currently living in the UK. We recognise that we are unlikely to achieve a complete response, though response rate could be boosted by reminders.

7.2 Survey questions will be developed in consultation with HOAI, responding to the aims, objectives and research questions outlined above.

7.3 The Authority requires that all HPI visa holders should be invited to take part in the survey and that the Potential Supplier should do everything reasonably possible to get a response rate of 20%, allowing for a 5% margin of error in analysis of the entire population. This could include, for example sending out email reminders and following up with individuals who were unable to respond when first contacted.

7.4 Previous similar research projects have had response rates of between 20% and 45%. We would like the contractor to propose how they would handle a low response rate e.g. via weighting or other approaches.

### **Component 2: Qualitative in-depth telephone interviews with HPI visa holders**

7.5 Survey responses will be used to identify 10-20 suitable participants for qualitative interviews, covering participants with different backgrounds and experiences who agree to be recontacted (e.g. those in high-skilled employment, unemployed, etc). This will provide additional insight about motivations in choosing to come to the UK, the relative influences and interactions of policy design, and intentions for the future.

7.6 At a minimum, the research design and timetable must allow for:

7.6.1 Development of a topic guide to probe responses from the survey in more detail to provide detailed reflections on decisions made to move to the UK, why the UK was chosen over other similar offers globally, experience of the application process and future intentions. We anticipate that interviews will last approximately 30-40 minutes.

## **DELIVERABLES AND REPORTING**

8.1 We require the contractor to provide all the data gathered as part of the research in an anonymised, aggregated format, namely:

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- Data tables, including demographic cross breaks to be specified by HOAI analysts.
  - Raw anonymised data (aggregated in .csv format) for further analysis by HOAI analysts.
- 8.2 We will also require the contractor to present their findings in a final (of publishable quality) in [Govspeak Markdown](#) detailing the research, methodology, analysis and findings.
- 8.3 In addition to the report, we require a PowerPoint presentation summarising the findings of the research. This will be delivered to Home Office colleagues. The presentation will be delivered in person at 2 Marsham Street or via video conferencing at an agreed time, with the slide pack to be shared.
- 8.4 We may ask contractors to produce research outputs in an accessible format if there is a legal requirement for findings to be published in the public domain, e.g., in response to a freedom of information request. This will need to conform to the [Home Office's Accessible Documents Policy](#).

## EVALUATION CRITERIA

9.1 Tenders will be evaluated by HOAI internal appraisers (research and policy), as well as Home Office commercial function, using the evaluation methodology detailed below. The table below, which will be used by the appraisers, shows the weightings that have been allocated to each section.

9.2 Bidders should structure their responses to the technical criteria using the bold headings in the table below, making sure they cover all bullet points in each section. The maximum length of the response should be 12 pages using size 11 Arial font. Responses to the commercial criteria should be submitted separately following the instructions given in the bidding pack.

Evaluation Criteria	
Criterion	Weighting
<b>Technical criteria</b>	<b>80% overall, including:</b>
<b>Methodology (max 5 A4 pages)</b>	40%

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<p>The Authority requires Potential Providers to identify and outline the intended methodologies that will be utilised to deliver the Research Project. Bidders should outline their proposed approach. Proposals will be scored on:</p> <ul style="list-style-type: none"><li>• Understanding of the research area and policy objectives.</li><li>• Explanation of how the project will meet the research requirements within the stated timescales.</li><li>• Appropriateness of the methodology used to collect the required data.</li><li>• Consideration of how to ensure the participants respond to the survey.</li><li>• A quality control plan with an explanation of how quality of the research will be assured, including data collection tools, fieldwork, data processing and outputs and how the project will be managed.</li></ul>	
<p><b>Experience, personnel, and capacity (max 4 A4 pages)</b></p> <p>Proposals will be scored on:</p> <ul style="list-style-type: none"><li>• Key individuals' experience of conducting projects of similar scale and methodologies</li><li>• Key individuals' experience of research on related policy areas, such as migration research.</li><li>• Bidder's availability and capacity to meet timetable for delivery – include a project timetable showing key tasks, milestones and dependencies</li><li>• A comprehensive project resource plan including appropriate allocation of main team members to key project tasks – please make clear the share of each task that will be completed by each team member</li></ul>	30%
<p><b>Ethics, risks and equality (max 3 A4 pages)</b></p> <p>Proposals will be scored on:</p> <ul style="list-style-type: none"><li>• Understanding of key ethical concerns and delivery risks.</li><li>• Mitigation plan for risks.</li><li>• The explanation of how the bidder will uphold the public sector equality duty as part of the research and how they ensure equality in their wider organisation and work.</li></ul>	10%

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<ul style="list-style-type: none"><li>The explanation of how the bidder will comply with relevant data protection legislation and standards in their execution of the project, with consideration of any sensitivities of the research topic demonstrated (including arrangements of secure storage of sensitive data).</li></ul>	
<b>Commercial criteria</b>	<b>20% overall, including:</b>
<ul style="list-style-type: none"><li>Detailed cost breakdown for project including day rates for each team member and sub-task charges within activities (where these are not priced according to day rates of individuals within the core project team)</li><li>Total cost</li></ul>	20%

## KEY MILESTONES AND DELIVERABLES

10.1 The milestones and dates set out below for this research are approximate and subject to change. We welcome the thoughts of bidders on whether the timings set out below are appropriate and achievable. If bidders do not feel it is possible to deliver the work within this timescale, they are invited to discuss as part of their proposal.

10.2 We will endeavour to maintain three weeks for Potential Suppliers to submit their bids, with opportunities to submit clarification questions.

Milestone/ Deliverable	Description	Timeframe Delivery Date	Invoice Amount
1	Project inception meeting	October - November 2023	-
2	Preparation of fieldwork materials	November - December 2023	10%
2	Fieldwork stage 1: online survey	December 2023 - February 2024	25%
3	Fieldwork stage 2: indepth interviews	January - February 2024	25%
4	Analysis and outputs prepared	February - April 2024	30%
5	Report and presentation delivered	April 2024	10%

## **REPORTING**

- 11.1 The report must be of a publishable quality and adhere to the Authority's publishing standards. These standards will be conveyed to the appointed Supplier following contract award.
- 11.2 The format of the reporting shall be agreed with the Authority upon award. However, it is the Authority's expectation that the report is likely to be in Govspeak Markup, provided electronically.
- 11.3 The potential Supplier shall provide evidence of the quality assurance process undertaken to ensure accuracy of sources and information.
- 11.4 The Authority may wish to publish/make available the report arising from the HPI project. Any date of publication will be decided with policy customers and Ministers within the Authority.
- 11.5 The Authority will have ownership of all 'outputs' from this project. Outputs are taken to mean: any material, document, report or data developed, written, created or prepared on behalf of the Authority in connection with the HPI visa project. This includes but is not limited to questionnaires, data collected pursuant to the surveys of HPI visa holders, reports, analysis, and/or commentary. The sole limitation to this is the data that must be retained to meet the Market Research Society code of conduct to achieve data anonymization.

## **VOLUMES**

- 12.1 The Authority requires that all HPI visa holders should be invited to take part in the survey and that the Potential Supplier should do everything reasonably possible to get a response rate of 20%, allowing for a 5% margin of error in analysis of the entire population.

## **CONTINUOUS IMPROVEMENT**

- 13.1 Changes to the way in which the Services are to be delivered must be brought to the Authority's attention and agreed prior to any changes being implemented.

## **SUSTAINABILITY**

- 14.1 Not applicable.

## **QUALITY**

- 15.1 The Authority requires the Potential Suppliers to detail the Quality Assurance process, including but not limited to, clear evidencing of sources.
- 15.2 The Authority reserves the right to examine any aspect of the successful Supplier's work in detail, or to commission suitable agents to do this.
- 15.3 Potential Suppliers shall submit a quality control plan as part of their proposal outlining their internal quality control procedures.

15.4 The Potential Supplier must outline the coverage of the Research Project and methodologies applied in their bids.

15.5 Potential Suppliers should also see Service Levels and Performance, below.

## **PRICE**

16.1 The Authority does not intend to publish a budget for this opportunity and would request that Suppliers submit their most competitive pricing based on the requirements.

16.2 Prices are to be submitted via the e-Sourcing Suite excluding VAT and including all other expenses relating to Contract delivery.

16.3 Potential Suppliers shall note that all of the fee must be requested by the date of delivery of the final research report or delivery of the presentation (whichever is later).

## **STAFF AND CUSTOMER SERVICE**

17.1 In the 'Experience, personnel and capacity' section of their bids, the Supplier should provide full details of the project team, including:

- The staff who will carry out the work
- Their roles on the project
- Their level of experience
- Their day rates (to be included in the pricing schedule)
- The number of days each member of staff will spend working on project broken down by key project tasks.

17.2 Potential Suppliers are required to identify all individuals who will manage the research and to nominate a representative for day-to-day contact with the Authority's representative. A project manager of the project from the Authority will be responsible for the day-to-day management of the project and to whom the Supplier's named representative should liaise.

17.3 The Authority's project manager for the project will be provided by a member of HOAI. The nature and frequency of regular informal and formal contact between the successful bidder's project manager and the Authority's project manager will be agreed at the start of the project.

17.4 The Supplier shall provide a sufficient level of resource throughout the duration of the Contract in order to consistently deliver a quality service.

17.5 The Supplier's staff assigned to the Contract shall have the relevant qualifications and experience to deliver the Contract to the required standard.

17.6 The Supplier shall ensure that staff understand the Authority's vision and objectives and will provide excellent customer service to the Authority throughout the duration of the Contract.

## **SERVICE LEVELS AND PERFORMANCE**

18.1 The Authority will measure the quality of the Supplier's delivery by:

<b>KPI/SLA</b>	<b>Service Area</b>	<b>KPI/SLA description</b>	<b>Target</b>
1	Online Survey	<p>Robust, reliable data collected during fieldwork period to meet agreed scale and scope.</p> <p>The online survey shall be completed by the end of February 2024</p>	<p>Sample recruited to agreed requirements. Data collection materials designed to a professional standard to cover agreed research questions and written in good English. Fieldwork conducted by experienced researchers in accordance with Market Research Society professional standards and guidance. Quality of data assured by the Supplier to the satisfaction of the customer using mutually agreed procedures before delivery. Data to be delivered to timescales specified by HO in discussion with appointed Supplier.</p>
2	Qualitative Interviews	<p>Robust, reliable data collected during fieldwork period to meet agreed scale and scope.</p> <p>The qualitative interviews shall be completed by the end of February 2024.</p>	<p>Sample recruited to agreed requirements. Data collection materials designed to a professional standard to cover agreed research questions. Interviews conducted by experienced researchers in accordance with MRS professional standards and guidance. Quality of data assured by the Supplier to the satisfaction of the customer using mutually agreed procedures before delivery. Data to be delivered to timescales specified by HO in discussion with appointed Supplier.</p>
3	Interim report on research findings	<p>Report delivered to a professional standard and in a timely manner.</p>	<p>Report written in good English, clearly demonstrating evidence to answer the research questions, and delivered by the milestones</p>

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		The draft report shall be provided to the Authority early in April 2024.	specified by HO in discussion with appointed Supplier.
4	Final report on research findings	Report delivered to a professional standard and in a timely manner.  The delivery of the final report should be by the 30 <sup>th</sup> April 2024.	Report written in good English, clearly demonstrating evidence to answer the research questions, and delivered by the milestones specified by HO in discussion with the appointed Supplier.
5	Account Management	Regular contact maintained on project matters.	Frequency and quality of engagement with HO policy and analytical staff set out in section 17.
6	Issue resolution	Supplier to demonstrate how they seek to rectify mistakes or issues with data/reporting.	Any issues to be notified within 24 hours; timings for resolution plan to be agreed on a case-by-case basis.

18.2 In the event of poor performance through the failure to deliver KPIs to time and of appropriate quality, the Authority shall meet with the Supplier to understand the root causes of the issue. The Supplier shall formulate a Performance Improvement Plan to rectify these issues and meet the requirements in this statement.

18.3 If poor performance continues, following written warnings, early termination of the Contract will also be considered.

18.4 The Authority will monitor the work of the Supplier throughout the Research Project through regular contact between the Supplier and the Authority's day-to-day contact. It is anticipated that these will be weekly telephone calls or email updates on progress with the project.

## SECURITY AND CONFIDENTIALITY REQUIREMENTS

19.1 The Supplier must abide by standard Home Office confidentiality restrictions for research, including arrangements to ensure confidentiality of applicant personal data. This also includes [efficient measures to demonstrate personal data has been destroyed](#) with no prospect of recovery on completion of contract (plus

additional three-month grace period) so that sensitive data is not retained for longer than is required.

19.2 The Supplier must also seek informed consent by contacting data subjects in advance of data collection, in order to specify the purpose of the upcoming research. They may also refer data subjects to the [Borders, Immigration and Citizenship privacy information notice](#) to explain how personal information will be processed and retained.

19.3 The Supplier must also abide by relevant legal protocols, including but not limited to GDPR. Contractors should also ensure they comply with relevant data protection legislation and store all data securely.

19.4 Potential Suppliers shall explain how they intend to transfer the required reports and how the security of the transfer will be ensured. This will need to be reviewed and agreed by the Authority at the start-up meeting before implementation. If any additional cost is associated with this process, this must be made explicit in the bid.

## **PAYMENT AND INVOICING**

20.1 The invoicing schedule is shown under “Key Milestones and Deliverables”, above.

20.2 Payment can only be made following satisfactory delivery of pre-agreed certified products and deliverables.

20.3 Before payment can be considered, each invoice must include a detailed elemental breakdown of work completed and the associated costs.

20.4 A Purchase Order number will be provided to the appointed Supplier in advance of receipt of the agreed upon deliverables. The number must be included on any Supplier invoice.

20.5 Invoices should be submitted to the Authority’s project manager. An email address will be provided at the kick-off meeting.

## **CONTRACT MANAGEMENT**

21.1 The research contractor must appoint a project manager, who will act as the main point of contact for the research.

21.2 We require regular contact between the Home Office and the research contractor, including the following at a minimum:

- An initial meeting to start the project, shortly after the contract has been awarded.
- Regular telephone, email and meetings with the research contractor’s project manager, as needed.
- Weekly written reports on the progress of the research.

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21.3 Costs for attending meetings, alongside all other travel and subsistence costs, must be included by bidders as part of their price submission, however it is preferred that the majority of meetings are held via videoconferencing.

## LOCATION

22.1 Due to the context of the project, all services including data storage and transcriptions must be based in the UK.

22.2 Where hybrid working is taking place, bidders are required to demonstrate security arrangements and training for keeping personal data safe both in the office and for home working.

## EQUALITY

23.1 As with all public authorities, the Home Office is required by its public sector equality duty to eliminate discrimination, advance equality of opportunity and foster or encourage good relations between those who share a protected characteristic and those who do not.

23.2 The Home Office is also required to ensure that contractors uphold the public sector equality duty. As such, contractors must specify, as part of their bid, how they will do this as part of the research and how they ensure equality in their wider organisation and work (e.g. through diversity training).

## MAXIMUM LIABILITY

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

## ORDER CHARGES

**Total Charge: £81,456.00**

## REIMBURSABLE EXPENSES

None

## PAYMENT METHOD

Supplier shall submit any invoices electronically via email to the below email address. If Supplier is unable to submit invoices via email, Supplier shall submit the invoice by post to the address below.

## BUYER'S INVOICE ADDRESS:

[REDACTED]  
[REDACTED]

## BUYER'S AUTHORISED REPRESENTATIVE

[REDACTED]  
[REDACTED]

**BUYER'S ENVIRONMENTAL POLICY**  
**N/A**

**BUYER'S SECURITY POLICY**  
**N/A**

**SUPPLIER'S AUTHORISED REPRESENTATIVE**

[REDACTED]  
[REDACTED]

**SUPPLIER'S CONTRACT MANAGER**

[REDACTED]  
[REDACTED]

**PROGRESS REPORT FREQUENCY**  
As requested by the Buyer

**PROGRESS MEETING FREQUENCY**  
As requested by the Buyer

**KEY STAFF**

[REDACTED]  
[REDACTED]

**KEY SUBCONTRACTOR(S)**  
**N/A**

**E-AUCTIONS**  
Not Applicable

**COMMERCIALLY SENSITIVE INFORMATION**  
As set out in DPS Joint Schedule 4 Commercially Sensitive Information

**SERVICE CREDITS**  
Not Applicable

**ADDITIONAL INSURANCES**  
Not Applicable

**GUARANTEE**  
Not Applicable

**SOCIAL VALUE COMMITMENT**  
Not Applicable

## Joint Schedule 2 (Variation Form)

This form is to be used in order to change a contract in accordance with Clause 24 (Changing the Contract)

Contract Details		
This variation is between:	<b>Home Office ("Home Office" "the Buyer")</b> And <b>IFF Research Ltd ("the Supplier")</b>	
Contract name:	<b>[insert]</b> name of contract to be changed] (" <b>the Contract</b> ")	
Contract reference number:	<b>[insert]</b> contract reference number]	
Details of Proposed Variation		
Variation initiated by:	<b>[delete]</b> as applicable: <b>Home Office</b> /Supplier]	
Variation number:	<b>[insert]</b> variation number]	
Date variation is raised:	<b>[insert]</b> date]	
Proposed variation		
Reason for the variation:	<b>[insert]</b> reason]	
An Impact Assessment shall be provided within:	<b>[insert]</b> number] days	
Impact of Variation		
Likely impact of the proposed variation:	<b>[Supplier to insert]</b> assessment of impact]	
Outcome of Variation		
Contract variation:	This Contract detailed above is varied as follows: <ul style="list-style-type: none"> <li><b>[Home Office to insert]</b> original Clauses or Paragraphs to be varied and the changed clause]</li> </ul>	
Financial variation:	Original Contract Value:	£ <b>81,456.00</b>
	Additional cost due to variation:	£ <b>[insert]</b> amount]
	New Contract value:	£ <b>[insert]</b> amount]

1. This Variation must be agreed and signed by both Parties to the Contract and shall only be effective from the date it is signed by **[delete]** as applicable: **Home Office]**
2. Words and expressions in this Variation shall have the meanings given to them in the Contract.
3. The Contract, including any previous Variations, shall remain effective and unaltered except as amended by this Variation.

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Signed by an authorised signatory for and on behalf of the **[delete]** as applicable: **Home Office]**

Signature

Date

Name (in Capitals)

Address

---

Signed by an authorised signatory to sign for and on behalf of the Supplier

Signature

Date

Name (in Capitals)

Address

## Joint Schedule 3 (Insurance Requirements)

### The insurance you need to have

1.1 The Supplier shall take out and maintain, or procure the taking out and maintenance of the insurances as set out in the Annex to this Schedule, any additional insurances required under an Order Contract (specified in the applicable Order Form) ("**Additional Insurances**") and any other insurances as may be required by applicable Law (together the "**Insurances**"). The Supplier shall ensure that each of the Insurances is effective no later than:

1.1.1 the DPS Start Date in respect of those Insurances set out in the Annex to this Schedule and those required by applicable Law; and

1.1.2 the Order Contract Effective Date in respect of the Additional Insurances.

1.2 The Insurances shall be:

1.2.1 maintained in accordance with Good Industry Practice;

1.2.2 (so far as is reasonably practicable) on terms no less favourable than those generally available to a prudent contractor in respect of risks insured in the international insurance market from time to time;

1.2.3 taken out and maintained with insurers of good financial standing and good repute in the international insurance market; and

1.2.4 maintained for at least six (6) years after the End Date.

1.3 The Supplier shall ensure that the public and products liability policy contain an indemnity to principals clause under which the Relevant Authority shall be indemnified in respect of claims made against the Relevant Authority in respect of death or bodily injury or third party property damage arising out of or in connection with the Deliverables and for which the Supplier is legally liable.

### How to manage the insurance

2.1 Without limiting the other provisions of this Contract, the Supplier shall:

2.1.1 take or procure the taking of all reasonable risk management and risk control measures in relation to Deliverables as it would be reasonable to expect of a prudent contractor acting in accordance with Good Industry Practice, including the investigation and reports of relevant claims to insurers;

2.1.2 promptly notify the insurers in writing of any relevant material fact under any Insurances of which the Supplier is or becomes aware; and

- 2.1.3 hold all policies in respect of the Insurances and cause any insurance broker effecting the Insurances to hold any insurance slips and other evidence of placing cover representing any of the Insurances to which it is a party.

## **What happens if you aren't insured**

3.1 The Supplier shall not take any action or fail to take any action or (insofar as is reasonably within its power) permit anything to occur in relation to it which would entitle any insurer to refuse to pay any claim under any of the Insurances.

3.2 Where the Supplier has failed to purchase or maintain any of the Insurances in full force and effect, the Relevant Authority may elect (but shall not be obliged) following written notice to the Supplier to purchase the relevant Insurances and recover the reasonable premium and other reasonable costs incurred in connection therewith as a debt due from the Supplier.

## **Evidence of insurance you must provide**

4.1 The Supplier shall upon the Start Date and within 15 Working Days after the renewal of each of the Insurances, provide evidence, in a form satisfactory to the Relevant Authority, that the Insurances are in force and effect and meet in full the requirements of this Schedule.

## **Making sure you are insured to the required amount**

5.1 The Supplier shall ensure that any Insurances which are stated to have a minimum limit "in the aggregate" are maintained at all times for the minimum limit of indemnity specified in this Contract and if any claims are made which do not relate to this Contract then the Supplier shall notify the Relevant Authority and provide details of its proposed solution for maintaining the minimum limit of indemnity.

## **Cancelled Insurance**

6.1 The Supplier shall notify the Relevant Authority in writing at least five (5) Working Days prior to the cancellation, suspension, termination or nonrenewal of any of the Insurances.

6.2 The Supplier shall ensure that nothing is done which would entitle the relevant insurer to cancel, rescind or suspend any insurance or cover, or to treat any insurance, cover or

claim as voided in whole or part. The Supplier shall use all reasonable endeavours to notify the Relevant Authority (subject to third party confidentiality obligations) as soon as practicable when it becomes aware of any relevant fact, circumstance or matter which has caused, or is reasonably likely to provide grounds to, the relevant insurer to give notice to cancel, rescind, suspend or void any insurance, or any cover or claim under any insurance in whole or in part.

## **Insurance claims**

7.1 The Supplier shall promptly notify to insurers any matter arising from, or in relation to, the Deliverables, or each Contract for which it may be entitled to claim under any of the Insurances. In the event that the Relevant Authority receives a claim relating to or arising out of a Contract or the Deliverables, the Supplier shall co-operate with the Relevant Authority and assist it in dealing with such claims including without limitation providing information and documentation in a timely manner.

7.2 Except where the Relevant Authority is the claimant party, the Supplier shall give the Relevant Authority notice within twenty (20) Working Days after any insurance claim in excess of 10% of the sum required to be insured pursuant to Paragraph 5.1 relating to or arising out of the provision of the Deliverables or this Contract on any of the Insurances or which, but for the application of the applicable policy excess, would be made on any of the Insurances and (if required by the Relevant Authority) full details of the incident giving rise to the claim.

7.3 Where any Insurance requires payment of a premium, the Supplier shall be liable for and shall promptly pay such premium.

7.4 Where any Insurance is subject to an excess or deductible below which the indemnity from insurers is excluded, the Supplier shall be liable for such excess or deductible. The Supplier shall not be entitled to recover from the Relevant Authority any sum paid by way of excess or deductible under the Insurances whether under the terms of this Contract or otherwise.

## 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
1	07/03/2024	[REDACTED]	[REDACTED]

## Joint Schedule 5 (Corporate Social Responsibility)

### What we expect from our Suppliers

- 1.1 In September 2017, HM Government published a Supplier Code of Conduct setting out the standards and behaviours expected of suppliers who work with government.  
([https://www.gov.uk/government/uploads/system/uploads/attachment\\_data/file/646497/2017-09-13\\_Official\\_Sensitive\\_Supplier\\_Code\\_of\\_Conduct\\_September\\_2017.pdf](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/646497/2017-09-13_Official_Sensitive_Supplier_Code_of_Conduct_September_2017.pdf))
- 1.2 CCS expects its suppliers and subcontractors to meet the standards set out in that Code. In addition, CCS expects its suppliers and subcontractors to comply with the standards set out in this Schedule.
- 1.3 The Supplier acknowledges that the Buyer may have additional requirements in relation to corporate social responsibility. The Buyer expects that the Supplier and its Subcontractors will comply with such corporate social responsibility requirements as the Buyer may notify to the Supplier from time to time.

### Equality and Accessibility

- 2.1 In addition to legal obligations, the Supplier shall support CCS and the Buyer in fulfilling its Public Sector Equality duty under S149 of the Equality Act 2010 by ensuring that it fulfils its obligations under each Contract in a way that seeks to:
  - 2.1.1 eliminate discrimination, harassment or victimisation of any kind; and
  - 2.1.2 advance equality of opportunity and good relations between those with a protected characteristic (age, disability, gender reassignment, pregnancy and maternity, race, religion or belief, sex, sexual orientation, and marriage and civil partnership) and those who do not share it.

### Modern Slavery, Child Labour and Inhumane Treatment

"**Modern Slavery Helpline**" means the mechanism for reporting suspicion, seeking help or advice and information on the subject of modern slavery available online at <https://www.modernslaveryhelpline.org/report> or by telephone on 08000 121 700.

- 3.1 The Supplier:

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- 3.1.1 shall not use, nor allow its Subcontractors to use forced, bonded or involuntary prison labour;
- 3.1.2 shall not require any Supplier Staff or Subcontractor Staff to lodge deposits or identify papers with the Employer and shall be free to leave their employer after reasonable notice;
- 3.1.3 warrants and represents that it has not been convicted of any slavery or human trafficking offences anywhere around the world.
- 3.1.4 warrants that to the best of its knowledge it is not currently under investigation, inquiry or enforcement proceedings in relation to any allegation of slavery or human trafficking offences anywhere around the world.
- 3.1.5 shall make reasonable enquires to ensure that its officers, employees and Subcontractors have not been convicted of slavery or human trafficking offences anywhere around the world.
- 3.1.6 shall have and maintain throughout the term of each Contract its own policies and procedures to ensure its compliance with the Modern Slavery Act and include in its contracts with its Subcontractors anti-slavery and human trafficking provisions;
- 3.1.7 shall implement due diligence procedures to ensure that there is no slavery or human trafficking in any part of its supply chain performing obligations under a Contract;
- 3.1.8 shall prepare and deliver to CCS, 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 with its annual certification of compliance with Paragraph 3;
- 3.1.9 shall not use, nor allow its employees or Subcontractors to use physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation of its employees or Subcontractors;
- 3.1.10 shall not use or allow child or slave labour to be used by its Subcontractors;
- 3.1.11 shall report the discovery or suspicion of any slavery or trafficking by it or its Subcontractors to CCS, the Buyer and Modern Slavery Helpline.

## Income Security

4.1 The Supplier shall:

- 4.1.1 ensure that all wages and benefits paid for a standard working week meet, at a minimum, national legal standards in the country of employment;

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- 4.1.2 ensure that all Supplier Staff are provided with written and understandable Information about their employment conditions in respect of wages before they enter;
- 4.1.3 ensure that all workers are provided with written and understandable Information about their employment conditions in respect of wages before they enter employment and about the particulars of their wages for the pay period concerned each time that they are paid;
- 4.1.4 not make deductions from wages:
  - (a) as a disciplinary measure
  - (b) except where permitted by law; or
  - (c) without expressed permission of the worker concerned;
- 4.1.5 record all disciplinary measures taken against Supplier Staff; and
- 4.1.6 ensure that Supplier Staff are engaged under a recognised employment relationship established through national law and practice.

## Working Hours

5.1 The Supplier shall:

- 5.1.1 ensure that the working hours of Supplier Staff comply with national laws, and any collective agreements;
- 5.1.2 ensure that the working hours of Supplier Staff, excluding overtime, shall be defined by contract, and shall not exceed 48 hours per week unless the individual has agreed in writing;
- 5.1.3 ensure that use of overtime is used responsibly, taking into account:
  - (a) the extent;
  - (b) frequency; and
  - (c) hours worked;

by individuals and by the Supplier Staff as a whole;

- 5.2 The total hours worked in any seven day period shall not exceed 60 hours, except where covered by Paragraph 5.3 below.
- 5.3 Working hours may exceed 60 hours in any seven day period only in exceptional circumstances where all of the following are met:
  - 5.3.1 this is allowed by national law;
  - 5.3.2 this is allowed by a collective agreement freely negotiated with a workers' organisation representing a significant portion of the workforce;

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- 5.3.3 appropriate safeguards are taken to protect the workers' health and safety; and
- 5.3.4 the employer can demonstrate that exceptional circumstances apply such as unexpected production peaks, accidents or emergencies.
- 5.4 All Supplier Staff shall be provided with at least one (1) day off in every seven (7) day period or, where allowed by national law, two (2) days off in every fourteen (14) day period.

## Sustainability

- 6.1 The supplier shall meet the applicable Government Buying Standards applicable to Deliverables which can be found online at:

<https://www.gov.uk/government/collections/sustainable-procurement-thehttps://www.gov.uk/government/collections/sustainable-procurement-the-government-buying-standards-gbsgovernment-buying-standards-gbs>

## Joint Schedule 10 (Rectification Plan)

Request for [Revised] Rectification Plan		
Details of the Default:	[Guidance: Explain the Default, with clear schedule and clause references as appropriate]	
Deadline for receiving the [Revised] Rectification Plan:	[add date (minimum 10 days from request)]	
Signed by [CCS/Buyer] :		Date: <input type="text"/>
Supplier [Revised] Rectification Plan		
Cause of the Default	[add cause]	
Anticipated impact assessment:	[add impact]	
Actual effect of Default:	[add effect]	
Steps to be taken to rectification:	<b>Steps</b>	<b>Timescale</b>
	1.	[date]
	2.	[date]
	3.	[date]
	4.	[date]
	[...]	[date]
Timescale for complete Rectification of Default	<input checked="" type="checkbox"/> Working Days	
Steps taken to prevent recurrence of Default	<b>Steps</b>	<b>Timescale</b>
	1.	[date]
	2.	[date]
	3.	[date]
	4.	[date]

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	[...]	[date]	
Signed by the Supplier:		Date:	
<b>Review of Rectification Plan [CCS/Buyer]</b>			
Outcome of review	[Plan Accepted] [Plan Rejected] [Revised Plan Requested]		
Reasons for Rejection (if applicable)	[add reasons]		
Signed by [CCS/Buyer]		Date:	

## 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 Subprocessor 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;

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- (b) an assessment of the necessity and proportionality of the Processing in relation to the Deliverables;
  - (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*);
      - (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;

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- (d) not transfer Personal Data outside of the UK or 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 7 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 6 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 6 of this Joint Schedule 11 (and insofar as possible within the

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- timescales reasonably required by the Controller) including by immediately providing:
- (a) the Controller with full details and copies of the complaint, communication or request;
  - (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.

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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 8 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

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- (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.
- 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 27 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: [REDACTED]
- 1.2 The contact details of the Supplier's Data Protection Officer are: [REDACTED]
- 1.3 The Processor shall comply with any further written instructions with respect to Processing by the Controller.
- 1.4 Any such further instructions shall be incorporated into this Annex.

Description	Details
Identity of Controller for each Category of Personal Data	<p><b>The Parties are Independent Controllers of Personal Data</b></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"> <li>• <i>Business contact details of Supplier Personnel for which the Supplier is the Controller,</i></li> <li>• <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></li> <li>• <i>The names and email addresses of visa holders which are provided in visa application forms and available to request from PRAU. This, along with other demographic information (age, gender and nationality), will be shared with an external research contractor who will then contact the visa holders to take part in an online survey to share their views and experiences. During the research, selected migrants will be asked by the contractor if they wish to voluntarily provide their phone numbers solely for the purpose of being contacted for follow-up telephone interviews.</i></li> </ul>
Duration of the Processing	For the term of the contract plus an additional 6 months.

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<p>Nature and purposes of the Processing</p>	<p><i>The primary purposes of the Processing is for our external research contractor to contact visa holders to take part in an online survey to share their views and experiences. During the research, selected migrants will be asked by the contractor if they wish to voluntarily provide their phone numbers solely for the purpose of being contacted for follow-up telephone interviews (15-20). If they agree to this, then they will then be contacted to take part in a qualitative in-depth interview.</i></p> <p><i>We will store the contact details of migrants in a restricted folder on the Managed Migration Research team’s SharePoint network. The external research contractor will receive contact details via encrypted email as described in Q2.16. As part of their contract, the contractor must demonstrate how sampling data will be securely stored and evidence that their IT systems are robust and that they are able to comply with relevant data protection legislation, including but not limited to UK GDPR.</i></p> <p><i>We will delete the contact details from the Home Office SharePoint network and work with the iManager to ensure the data has been deleted with no prospect of recovery. After the project is complete, the appointed contractor must also evidence any personal data shared with them has been deleted, including from the recycling bin, including any potential backups so it cannot be restored and further processed.</i></p>
<p><u>Type of Personal Data</u></p>	<p><i>Name, email address, date of birth, telephone number, nationality, sex</i></p>
<p>Categories of Data Subject</p>	<p><i>High Potential Individual route visa holders</i></p>
<p>Plan for return and destruction of the data once the Processing is complete</p> <p>UNLESS requirement under Union or Member</p>	<p>We will delete the contact details from the Home Office SharePoint network and work with the iManager to ensure the data has been deleted with no prospect of recovery. After the project is complete, the appointed contractor must also evidence any personal data shared with them has been deleted, including from the recycling bin, including any potential backups so it cannot be restored and further processed.</p>

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State law to preserve that type of data	
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## **Annex 2 - Joint Controller Agreement**

### **1. Joint Controller Status and Allocation of Responsibilities**

1.1 With respect to Personal Data under Joint Control of the Parties, the Parties envisage that they shall each be a Data Controller in respect of that Personal Data in accordance with the terms of this Annex 2 (Joint Controller Agreement) in replacement of paragraphs 2-15 of Joint Schedule 11 (Where one Party is Controller and the other Party is Processor) and paragraphs 7-27 of Joint Schedule 11 (Independent Controllers of Personal Data). Accordingly, the Parties each undertake to comply with the applicable Data Protection Legislation in respect of their Processing of such Personal Data as Data Controllers.

1.2 The Parties agree that the Supplier:

- (a) is the exclusive point of contact for Data Subjects and is responsible for all steps necessary to comply with the UK GDPR regarding the exercise by Data Subjects of their rights under the UK GDPR;
- (b) shall direct Data Subjects to its Data Protection Officer or suitable alternative in connection with the exercise of their rights as Data Subjects and for any enquiries concerning their Personal Data or privacy;
- (c) is solely responsible for the Parties' compliance with all duties to provide information to Data Subjects under Articles 13 and 14 of the UK GDPR;
- (d) is responsible for obtaining the informed consent of Data Subjects, in accordance with the UK GDPR, for Processing in connection with the Deliverables where consent is the relevant legal basis for that Processing; and
- (e) shall make available to Data Subjects the essence of this Annex (and notify them of any changes to it) concerning the allocation of responsibilities as Joint Controller and its role as exclusive point of contact, the Parties having used their best endeavours to agree the terms of that essence. This must be outlined in the [Supplier's/Relevant Authority's] privacy policy (which must be readily available by hyperlink or otherwise on all of its public facing services and marketing).

1.3 Notwithstanding the terms of clause 1.2, the Parties acknowledge that a Data Subject has the right to exercise their legal rights under the Data Protection Legislation as against the relevant Party as Controller.

### **2. Undertakings of both Parties**

2.1 The Supplier and the Relevant Authority each undertake that they shall:

- (a) report to the other Party every 2 months on:

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- (i) the volume of Data Subject Access Request (or purported Data Subject Access Requests) from Data Subjects (or third parties on their behalf);
- (ii) the volume of requests from Data Subjects (or third parties on their behalf) to rectify, block or erase any Personal Data;
- (iii) any other requests, complaints or communications from Data Subjects (or third parties on their behalf) relating to the other Party's obligations under applicable Data Protection Legislation;
- (iv) any communications from the Information Commissioner or any other regulatory authority in connection with Personal Data; and
- (v) any requests from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law,

that it has received in relation to the subject matter of the Contract during that period;

- (b) notify each other immediately if it receives any request, complaint or communication made as referred to in Clauses 2.1(a)(i) to (v);
- (c) provide the other Party with full cooperation and assistance in relation to any request, complaint or communication made as referred to in Clauses 2.1(a)(iii) to (v) to enable the other Party to comply with the relevant timescales set out in the Data Protection Legislation;
- (d) not disclose or transfer the Personal Data to any third party unless necessary for the provision of the Deliverables and, for any disclosure or transfer of Personal Data to any third party, (save where such disclosure or transfer is specifically authorised under the Contract or is required by Law) ensure consent has been obtained from the Data Subject prior to disclosing or transferring the Personal Data to the third party. For the avoidance of doubt, the third party to which Personal Data is transferred must be subject to equivalent obligations which are no less onerous than those set out in this Annex;
- (e) request from the Data Subject only the minimum information necessary to provide the Deliverables and treat such extracted information as Confidential Information;
- (f) ensure that at all times it has in place appropriate Protective Measures to guard against unauthorised or unlawful Processing of the Personal Data and/or accidental loss, destruction or damage to the Personal Data and unauthorised or unlawful disclosure of or access to the Personal Data;

- (g) take all reasonable steps to ensure the reliability and integrity of any of its Personnel who have access to the Personal Data and ensure that its Personnel:
  - (i) are aware of and comply with their duties under this Annex 2 (Joint Controller Agreement) and those in respect of Confidential Information;
  - (ii) are informed of the confidential nature of the Personal Data, are subject to appropriate obligations of confidentiality and do not publish, disclose or divulge any of the Personal Data to any third party where the that Party would not be permitted to do so; and
  - (iii) have undergone adequate training in the use, care, protection and handling of personal data as required by the applicable Data Protection Legislation;
- (h) ensure that it has in place Protective Measures 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;
- (i) ensure that it has the capability (whether technological or otherwise), to the extent required by Data Protection Legislation, to provide or correct or delete at the request of a Data Subject all the Personal Data relating to that Data Subject that it holds; and
- (j) ensure that it notifies the other Party as soon as it becomes aware of a Personal Data Breach.

2.2 Each Joint Controller shall use its reasonable endeavours to assist the other Controller to comply with any obligations under applicable Data Protection Legislation and shall not perform its obligations under this Annex in such a way as to cause the other Joint Controller to breach any of its obligations under applicable Data Protection Legislation to the extent it is aware, or ought reasonably to have been aware, that the same would be a breach of such obligations.

### **3. Data Protection Breach**

3.1 Without prejudice to clause 3.2, each Party shall notify the other Party promptly and without undue delay, and in any event within 48 hours, upon becoming aware of any Personal Data Breach or circumstances that are likely to give rise to a Personal Data Breach, providing the other Party and its advisors with:

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- (a) sufficient information and in a timescale which allows the other Party to meet any obligations to report a Personal Data Breach under the Data Protection Legislation; and
- (b) all reasonable assistance, including:
  - (i) co-operation with the other Party and the Information Commissioner investigating the Personal Data Breach and its cause, containing and recovering the compromised Personal Data and compliance with the applicable guidance;
  - (ii) co-operation with the other Party including taking such reasonable steps as are directed by the other Party to assist in the investigation, mitigation and remediation of a Personal Data Breach;
  - (iii) co-ordination with the other Party regarding the management of public relations and public statements relating to the Personal Data Breach; and/or
  - (iv) providing the other Party and to the extent instructed by the other Party to do so, and/or the Information Commissioner investigating the Personal Data Breach, with complete information relating to the Personal Data Breach, including, without limitation, the information set out in Clause 3.2.

3.2 Each Party shall take all steps to restore, re-constitute and/or reconstruct any Personal Data where it has lost, damaged, destroyed, altered or corrupted as a result of a Personal Data Breach as it was that Party's own data at its own cost with all possible speed and shall provide the other Party with all reasonable assistance in respect of any such Personal Data Breach, including providing the other Party, as soon as possible and within 48 hours of the Personal Data Breach relating to the Personal Data Breach, in particular:

- (a) the nature of the Personal Data Breach;
- (b) the nature of Personal Data affected;
- (c) the categories and number of Data Subjects concerned;
- (d) the name and contact details of the Supplier's Data Protection Officer or other relevant contact from whom more information may be obtained;
- (e) measures taken or proposed to be taken to address the Personal Data Breach; and
- (f) describe the likely consequences of the Personal Data Breach.

## 4. Audit

4.1 The Supplier shall permit:

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- (a) the Relevant Authority, or a third-party auditor acting under the Relevant Authority's direction, to conduct, at the Relevant Authority's cost, data privacy and security audits, assessments and inspections concerning the Supplier's data security and privacy procedures relating to Personal Data, its compliance with this Annex 2 and the Data Protection Legislation; and/or
- (b) the Relevant Authority, or a third-party auditor acting under the Relevant Authority's direction, access to premises at which the Personal Data is accessible or at which it is able to inspect any relevant records, including the record maintained under Article 30 UK GDPR by the Supplier so far as relevant to the Contract, and procedures, including premises under the control of any third party appointed by the Supplier to assist in the provision of the Deliverables.

4.2 The Relevant Authority may, in its sole discretion, require the Supplier to provide evidence of the Supplier's compliance with Clause 4.1 in lieu of conducting such an audit, assessment or inspection.

### 5. Impact Assessments

5.1 The Parties shall:

- (a) provide all reasonable assistance to each other to prepare any Data Protection Impact Assessment as may be required (including provision of detailed information and assessments in relation to Processing operations, risks and measures); and
- (b) maintain full and complete records of all Processing carried out in respect of the Personal Data in connection with the Contract, in accordance with the terms of Article 30 UK GDPR.

### 6. ICO Guidance

The Parties agree to take account of any guidance issued by the Information Commissioner and/or any relevant Central Government Body. 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 and/or any relevant Central Government Body.

### 7. Liabilities for Data Protection Breach

7.1 If financial penalties are imposed by the Information Commissioner on either the Relevant Authority or the Supplier for a Personal Data Breach ("**Financial Penalties**") then the following shall occur:

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- (a) if in the view of the Information Commissioner, the Relevant Authority is responsible for the Personal Data Breach, in that it is caused as a result of the actions or inaction of the Relevant Authority, its employees, agents, contractors (other than the Supplier) or systems and procedures controlled by the Relevant Authority, then the Relevant Authority shall be responsible for the payment of such Financial Penalties. In this case, the Relevant Authority will conduct an internal audit and engage at its reasonable cost when necessary, an independent third party to conduct an audit of any such Personal Data Breach. The Supplier shall provide to the Relevant Authority and its third party investigators and auditors, on request and at the Supplier's reasonable cost, full cooperation and access to conduct a thorough audit of such Personal Data Breach;
  - (b) if in the view of the Information Commissioner, the Supplier is responsible for the Personal Data Breach, in that it is not a Personal Data Breach that the Relevant Authority is responsible for, then the Supplier shall be responsible for the payment of these Financial Penalties. The Supplier will provide to the Relevant Authority and its auditors, on request and at the Supplier's sole cost, full cooperation and access to conduct a thorough audit of such Personal Data Breach; or
  - (c) if no view as to responsibility is expressed by the Information Commissioner, then the Relevant Authority and the Supplier shall work together to investigate the relevant Personal Data Breach and allocate responsibility for any Financial Penalties as outlined above, or by agreement to split any financial penalties equally if no responsibility for the Personal Data Breach can be apportioned. In the event that the Parties do not agree such apportionment then such Dispute shall be referred to the Dispute Resolution Procedure set out in Clause 34 of the Core Terms (Resolving disputes).
- 7.2 If either the Relevant Authority or the Supplier is the defendant in a legal claim brought before a court of competent jurisdiction ("Court") by a third party in respect of a Personal Data Breach, then unless the Parties otherwise agree, the Party that is determined by the final decision of the court to be responsible for the Personal Data Breach shall be liable for the losses arising from such Personal Data Breach. Where both Parties are liable, the liability will be apportioned between the Parties in accordance with the decision of the Court.
- 7.3 In respect of any losses, cost claims or expenses incurred by either Party as a result of a Personal Data Breach (the "Claim Losses"):
- (a) if the Relevant Authority is responsible for the relevant Personal Data Breach, then the Relevant Authority shall be responsible for the Claim Losses;
  - (b) if the Supplier is responsible for the relevant Personal Data Breach, then the Supplier shall be responsible for the Claim Losses: and
  - (c) if responsibility for the relevant Personal Data Breach is unclear, then the Relevant Authority and the Supplier shall be responsible for the Claim Losses equally.

7.4 Nothing in either clause 7.2 or clause 7.3 shall preclude the Relevant Authority and the Supplier reaching any other agreement, including by way of compromise with a third party complainant or claimant, as to the apportionment of financial responsibility for any Claim Losses as a result of a Personal Data Breach, having regard to all the circumstances of the Personal Data Breach and the legal and financial obligations of the Relevant Authority.

## **8. Termination**

If the Supplier is in material Default under any of its obligations under this Annex 2 (*Joint Controller Agreement*), the Relevant Authority shall be entitled to terminate the Contract by issuing a Termination Notice to the Supplier in accordance with Clause 10 of the Core Terms (*Ending the contract*).

## **9. Sub-Processing**

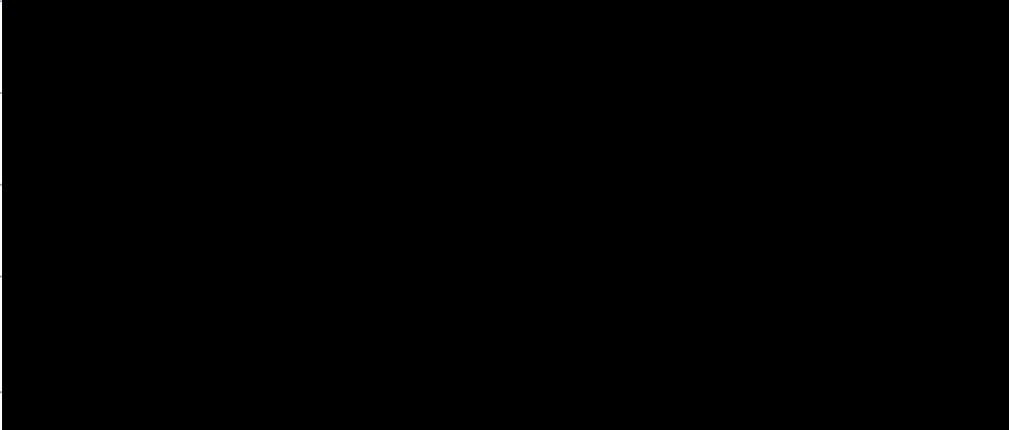
9.1 In respect of any Processing of Personal Data performed by a third party on behalf of a Party, that Party shall:

- (a) carry out adequate due diligence on such third party to ensure that it is capable of providing the level of protection for the Personal Data as is required by the Contract, and provide evidence of such due diligence to the other Party where reasonably requested; and
- (b) ensure that a suitable agreement is in place with the third party as required under applicable Data Protection Legislation.

## **10. Data Retention**

The Parties agree to erase Personal Data from any computers, storage devices and storage media that are to be retained as soon as practicable after it has ceased to be necessary for them to retain such Personal Data under applicable Data Protection Legislation and their privacy policy (save to the extent (and for the limited period) that such information needs to be retained by the a Party for statutory compliance purposes or as otherwise required by the Contract), and taking all further actions as may be necessary to ensure its compliance with Data Protection Legislation and its privacy policy.

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<b>For and on behalf of the Supplier:</b>	<b>For and on behalf of the Buyer:</b>
Signature:	
Name:	
Role:	
Date:	