

## Framework Schedule 6 (Order Form Template and Call-Off Schedules)

### Order Form

CALL-OFF REFERENCE: **PRF/01/61 – COHMT Commercial Recruitment Services**

THE BUYER: **Cabinet Office**

BUYER ADDRESS 70 Whitehall, London, SW1A 2AS

THE SUPPLIER: Omni RMS

SUPPLIER ADDRESS: Charter House, Woodlands Road, Altrincham,  
Cheshire, WA14 1HF

REGISTRATION NUMBER: 03278470

#### APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 18/07/2022  
It's issued under the Framework Contract with the reference number RM6229 for the  
provision of Permanent Recruitment Services.

CALL-OFF LOT(S):  
**Lot 2**

## CALL-OFF INCORPORATED TERMS

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

1. This Order Form including the Call-Off Special Terms and Call-Off Special Schedules.
2. Joint Schedule 1(Definitions and Interpretation) **RM6229**
3. Framework Special Terms
4. The following Schedules in equal order of precedence:
  - Joint Schedules for **RM6229**
    - Joint Schedule 11 (Processing Data)
  - Call-Off Schedules for **RM6229**
    - Call-Off Schedule 20 (Call-Off Specification)
5. CCS Core Terms (version 3.0.11)
6. Joint Schedule 5 (Corporate Social Responsibility) **RM6229**

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

## CALL-OFF SPECIAL TERMS

The following Special Terms are incorporated into this Call-Off Contract:

**None**

CALL-OFF START DATE: **20/07/2022**

CALL-OFF EXPIRY DATE: **20/03/2023**

CALL-OFF INITIAL PERIOD: **0 Years, 8 Months**

## CALL-OFF DELIVERABLES

See details in Call-Off Schedule 20 (Call-Off Specification)

## MAXIMUM LIABILITY

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

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is **£26,118.38**

## CALL-OFF CHARGES

**Framework Schedule 6 (Order Form Template and Call-Off Schedules)**

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Role	Standard Placement Fee (% of salary)	Volume Discount (roles 2-6)	Estimated total cost
Senior Commercial Manager			
Commercial Manager			

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- Payment terms - Fixed Fee paid at milestones
  - 100% of fee for each candidate paid upon successful placement of worker (to be considered to be the day on which the worker commences in the role).
- Rebates to be paid if candidates leave within a set time period:

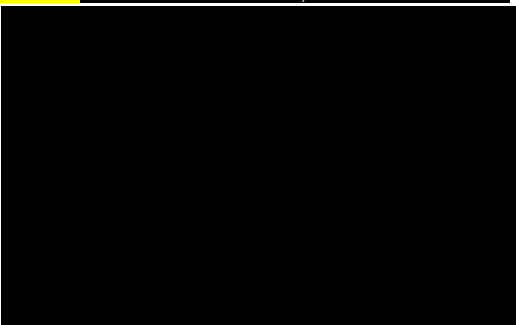
Rebate Facility	

Redacted Under FOIA Section 43, Commercial Interests

**REIMBURSABLE EXPENSES****None****PAYMENT METHOD****BACS****BUYER'S INVOICE ADDRESS:**

Invoices will be sent to

Redacted Under FOIA Section 40, Personal Information



Additionally, copies of invoices should be emailed to



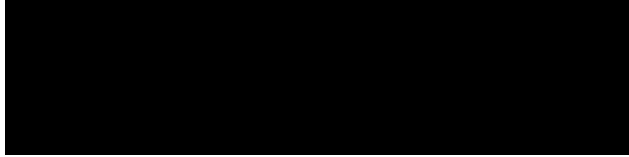
All invoices must be accompanied by a valid Purchase Order number.

Framework Ref: RM6229

Project Version: v1.0

Model Version: v3.8

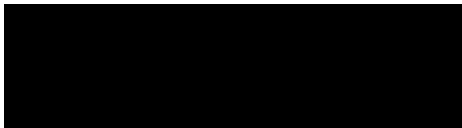
BUYER'S AUTHORISED REPRESENTATIVE All Redacted Under FOIA Section 40, Personal Information



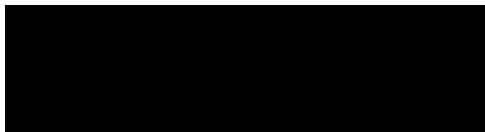
BUYER'S ENVIRONMENTAL POLICY

Available online at <https://www.gov.uk/government/publications/cabinet-office-environmental-policy-statement/cabinet-office-environmental-policy-statement#:~:text=reducing%20waste%20and%20increasing%20reuse,includin%20in%20our%20supply%20chain>

SUPPLIER'S AUTHORISED REPRESENTATIVE



SUPPLIER'S CONTRACT MANAGER



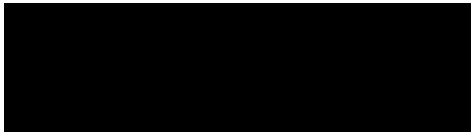
PROGRESS REPORT FREQUENCY

**Quarterly**

PROGRESS MEETING FREQUENCY

**Monthly: Date to be agreed post contract kick-off meeting.**

KEY STAFF



KEY SUBCONTRACTOR(S)

**None**

COMMERCIALLY SENSITIVE INFORMATION

**Not Applicable**

SERVICE CREDITS

**Not Applicable**

ADDITIONAL INSURANCES



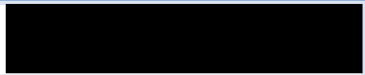
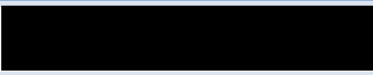
**Not Applicable**

GUARANTEE

**Not Applicable**

SOCIAL VALUE COMMITMENT

**Not Applicable**

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:		Signature:	
Name:		Name:	
Role:	Director of Client Solutions	Role:	Head of Commercial
Date:	20/07/22	Date:	25/07/22

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## 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;
  - (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*) of the Core Terms;
      - (B) are subject to appropriate confidentiality undertakings with the Processor or any Subprocessor;
      - (C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Controller or as otherwise permitted by the Contract; and
      - (D) have undergone adequate training in the use, care, protection and handling of Personal Data;
  - (d) not transfer Personal Data outside of the EU unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:
    - (i) the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with

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

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

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

**Where the Parties are Joint Controllers of Personal Data**

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

**Independent Controllers of Personal Data**

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

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

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

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

## Annex 1 - Processing Personal Data

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

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

**Cabinet Office Data Protection Officer**

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

—Redacted

Under FOIA Section 40, Personal Information

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 Relevant Authority is Controller and the Supplier is Processor</b></p> <p>The Parties acknowledge that in accordance with paragraph 3 to paragraph 16 and for the purposes of the Data Protection Legislation, the Relevant Authority is the Controller and the Supplier is the Processor of the following Personal Data:</p> <ul style="list-style-type: none"> <li>Name of Candidate(s), employment history, qualifications, right to work and security clearances and personal data to undertake compliance checks.</li> <li>Business contact details of Supplier and key contacts</li> </ul>
Duration of the Processing	From award until expiry of all Call Off Contracts under RM6229.
Nature and purposes of the Processing	<p>Managing the obligations under the Framework Agreement, including exit management, and other associated activities.</p> <p>This information may be shared with the Authority to enable compliance checks on the Supplier to be undertaken. This information will be shared digitally in a secure manner.</p>

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Type of Personal Data	<p><b><i>All Data Subjects</i></b></p> <p><i>As following, but not limited to:</i></p> <p><i>Full name, Workplace address, Workplace Phone Number, Workplace email address, Names, Job Title, Compensation, Tenure Information, Qualifications or Certifications, Nationality, Education &amp; training history, Previous work history, Personal Interests, References and referee details, Driving license details, National insurance number, Bank statements, Utility bills, Job title or role</i></p> <p><i>Job application details, Start date, End date &amp; reason for termination, Contract type, Compensation data, Photographic Facial Image, Biometric data, Birth certificates, IP Address,</i></p> <p><i>Details of physical and psychological health or medical condition</i></p> <p><i>Next of kin &amp; emergency contact details, Record of absence, time tracking &amp; annual leave</i></p>
Categories of Data Subject	<p>Data Subjects may include:</p> <ul style="list-style-type: none"><li>• Staff (employees) and Contracted Employee</li><li>• Self Employed Contractors</li><li>• Customers/Clients</li><li>• Suppliers</li></ul>
<p>Plan for return and destruction of the data once the Processing is complete</p> <p>UNLESS requirement under Union or Member State law to preserve that type of data</p>	<p>The Supplier must retain and store securely any data in relation to a Call Off Contract for a minimum of 7 years after the expiry of the agreement. Once this period has ended the Supplier must destroy any data stored in line with 10.5 of the Core Terms.</p>

## **Call-Off Schedule 20 (Call-Off Specification)**

This Schedule sets out the characteristics of the Deliverables that the Supplier will be required to make to the Buyers under this Call-Off Contract

The Deliverables under this Call-Off Contract will include the following:

- An initial recruitment campaign planning meeting (to take place within 2 weeks of contract commencement)
- Role advertisement and candidate attraction using the methods stated in Annex 2 of the Call-Off Schedule 20
- Candidate shortlisting (including processing of internal applications from Cabinet Office or HM Treasury staff members) according to Authority requirements
- Interview scheduling and providing interview feedback
- Offer management

Further details on each deliverable can be found in Annex 1 and Annex 2 to this Call-Off Schedule 20.

## Call-Off Schedule 20 Annex 1 – COHMT Commercial Recruitment Services – Outline Requirement

### Background:

#### Department function

The Cabinet Office supports the Prime Minister and the Minister for the Cabinet Office in delivering key objectives and milestones which help to form the wider government. The Cabinet Office is both a “corporate centre” for government and a policy department in its own right. It challenges, supports, leads and provides services to other Ministerial departments. The Cabinet Office currently employs 6,000+ people in a variety of roles across the UK.

#### Business Unit

Cabinet Office (CO) Commercial is responsible for providing oversight of all commercial activity within the department, guiding and advising Business Units to ensure that procurement activity which takes place delivers value for money as well as being compliant with procurement regulations. In addition, the Commercial team supports Business Units with contract management activities.

### Requirement

CO Commercial is seeking to appoint a partner to provide a comprehensive recruitment service to fill a number of commercial roles. We expect the work involved to include advertising and proactively sourcing candidates, shortlisting according to Business Unit & Civil Service requirements, scheduling interviews and providing feedback, and maintaining contact with candidates during onboarding processes.

The roles which we are seeking to fill are as follows:

Grade	Job Title	Salary Band	Location	Number of Posts
SEO	Senior Commercial Manager	£37,300 - £40,248	York, Glasgow, Newcastle, Norwich	6
HEO	Commercial Manager	£32,000 - £35,794	York, Glasgow, Newcastle, Norwich	3

*Please note, we expect to appoint candidates on the bottom of the salary band unless there are exceptional circumstances, and applications from existing Cabinet Office or HM Treasury employees may not be submitted by any agency.*

**Call-Off Schedule 20 Annex 2 – Omni RMS – Supplier Proposal**

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