

Order form and Terms and Conditions of Business

| | |
|-----------------|--|
| Contract Number | ██████████ |
| From | National Institute for Health and Care Excellence (NICE) Level 1A City Tower Piccadilly Plaza Manchester M1 4BT United Kingdom ("CUSTOMER") |
| To | GatenbySanderson Limited 14 King Street, Leeds, LS1 2HL ("SUPPLIER") |

SECTION B

1. CALL OFF CONTRACT PERIOD

| | |
|------|--------------------------------|
| 1.1. | Commencement Date: 24 Sep 2021 |
| 1.2. | Expiry Date: 31 April 2022 |

2. SERVICES

2.1 Services required:

In Schedule 3 (Services)

Recruitment of 5 senior posts and target timeline:

| Post | Target date to commence recruitment campaign |
|--|--|
| Chief People Officer | [REDACTED] |
| Chief Digital Product Officer 2 years fixed term post | [REDACTED] |
| Director of Engagement | [REDACTED] |
| Chief Medical Officer | [REDACTED] |
| Director of Med Tech & Digital | [REDACTED] |

Contract to include but not limited to:

- Production of all marketing materials including draft advert, Q&A's and candidate information pack etc
- Management of media campaign including posting of job adverts on agreed job

boards including targeted executive search activity to identify talent from the passive job market

- Sifting of all applications including production of suggested long list and providing feedback to selection panel
- Preliminary interview with applicants and written report on candidates
- Additional assessment of candidates as agreed
- Project management of campaign including regular progress reports and meetings with NICE as required
- Management of candidates throughout process including feedback throughout the process
- Due diligence of applicants and referencing
- Support and guidance with suggested interview questions and assessment
- Equality, Diversity and Inclusion, Provide NICE with a diverse long and shortlists, whilst reaching a wide pool of talent through a truly integrated approach, and consider diversity at every stage of the recruitment process.

The supplier will provide:

- [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

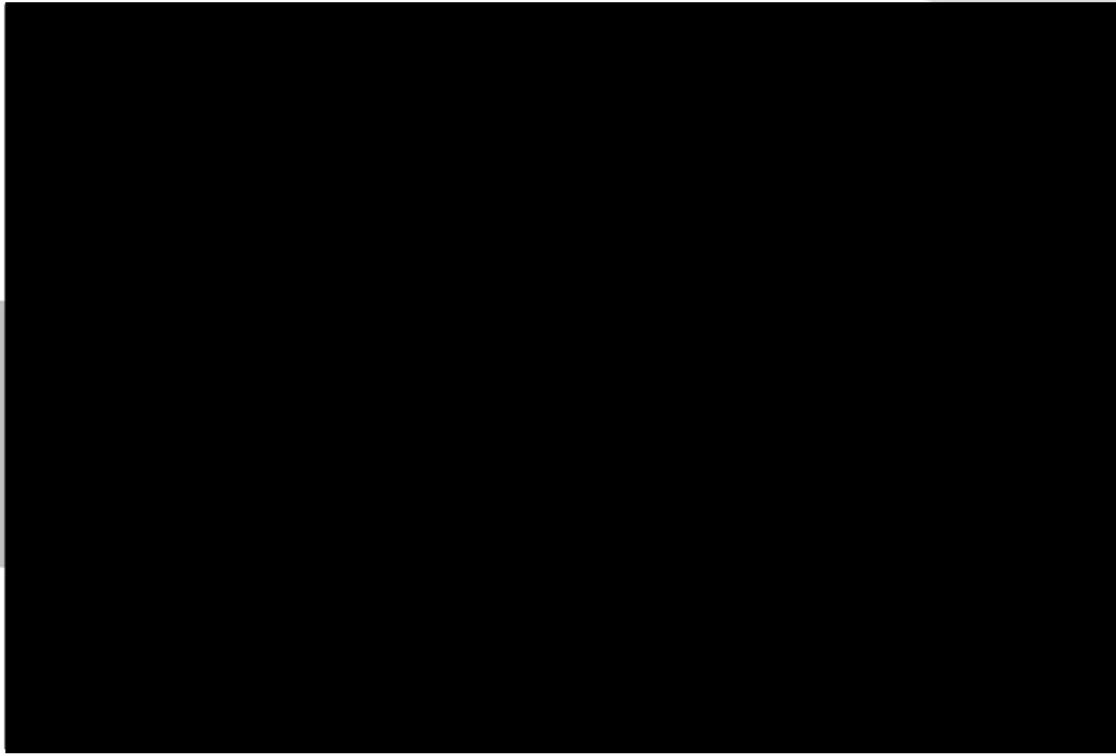
[REDACTED]

| | |
|---|---|
| <div data-bbox="323 174 341 217" data-label="Text"> <p>I</p> </div> <div data-bbox="323 358 341 398" data-label="Text"> <p>T</p> </div> <div data-bbox="323 425 341 548" data-label="Text"> <p>I I I</p> </div> <div data-bbox="323 683 341 806" data-label="Text"> <p>I I I</p> </div> <div data-bbox="323 833 341 873" data-label="Text"> <p>I</p> </div> | <div data-bbox="373 237 1390 291" data-label="Text"> <p>[REDACTED]</p> </div> <div data-bbox="279 318 1401 873" data-label="Text"> <p>[REDACTED]</p> </div> <div data-bbox="279 900 1394 1301" data-label="Text"> <p>[REDACTED]</p> </div> |
| | <p>Obligations of NICE</p> <p>NICE will include the following:</p> <p>Access:</p> <ul style="list-style-type: none"> • to decision makers' office managers/PAs, to ensure early diary bookings. • Availability of key decision makers for the following events: <ul style="list-style-type: none"> o Preparation o Longlisting o Shortlisting • Pre-interview, availability of decision maker to meet shortlisted candidates for relevant post • to key documents for candidate briefings/microsite • to the CEO to discuss executive director candidates • NICE diversity statement and diversity officer. |

ACTIVITY PLAN

TIMELINE MILESTONES DATES WILL BE AGREED BETWEEN THE PARTIES PER ROLE

THE ESTIMATED PROPOSED ACTIVITY/TIMELINE PLAN IS SHOWN BELOW:



3. PERSONNEL

| | |
|-----|--|
| 5.1 | GatenbySanderson Key Personnel: |
| | [REDACTED] |
| | [REDACTED] |
| | [REDACTED] |
| | [REDACTED] |
| | NICE Key Personnel: [REDACTED] |
| | [REDACTED] |

4. PAYMENT

[illegible]

| | | |
|---|--|---|
| <ul style="list-style-type: none"> • A total cost of [REDACTED] for advertising, microsite and social media has been included in the above £100,000 price for the 5 roles • Where NICE introduces the successful candidate to GatenbySanderson then an additional 5% discount to the above noted fee for that role would be offered | | |
| 6.2 | Payment terms/profile (including method of payment e.g. Government Procurement Card (GPC) or BACS) | [REDACTED] [REDACTED] [REDACTED] [REDACTED] |
| 6.3 | Reimbursable Expenses: Permitted | the above fees are inclusive of all costs and expenses (including travel) but exclusive of VAT. |
| 6.4 | Customer billing address | <i>The Contractor shall send all invoices,</i> [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] |

5. SUPPLIER INFORMATION

| | |
|------------|---|
| 9.2 | Commercially Sensitive Information: We classify proposal documentation and pricing to be commercially sensitive. This is on the basis that we believe disclosure will prejudice our commercial advantage. Specific consulting process and methodologies are considered our intellectual property. These processes have been created by GatenbySanderson as a result of extensive experience and insight within the market. As such, we believe these elements, along with our cost structure to be commercially advantageous – trade secrets, not widely distributed and not easily accessed. |
|------------|---|

For and on behalf of the Supplier:

| | |
|----------------|------------|
| Name and Title | [REDACTED] |
| Signature | [REDACTED] |
| Date | [REDACTED] |

For and on behalf of the Customer:

| | |
|----------------|---|
| Name and Title | Contract Manager: [REDACTED] Associate Director of HR |
| Signature | [REDACTED] |
| Date | [REDACTED] |

| | |
|----------------|--|
| Name and Title | Budget Holder: [REDACTED] Interim Chief People Officer |
| Signature | [REDACTED] |
| Date | [REDACTED] |

| | |
|----------------|---|
| Name and Title | Procurement - [REDACTED], Associate Director Procurement |
| Signature | [REDACTED] |
| Date | [REDACTED] 28 Oct 2021 |

Executive Search and Selection - TERMS AND CONDITIONS OF BUSINESS

These Terms and Conditions will apply to all Executive Search and Selection services (the “Services”) provided to any person (the “Client”) by GatenbySanderson Ltd (“GSL”) including but not limited to the services outlined in any or all of the Client Agreement Form, Proposal or Sole or Preferred Supplier Agreement which may be appended to these terms (together the “Service Order”) and are deemed to be accepted by the Client when GSL commences work on an assignment. These Terms and Conditions together with the Service Order form the contract under which GSL provides the Services (the “Contract”).

1 General Conduct

- 1.1 Legislation – GSL will comply with the provisions of all relevant legislation which governs GSL's conduct when providing the Services.
- 1.2 Staff - Neither GSL nor the Client will during the period of the Contract or within 6 months of its termination or expiry solicit directly or indirectly any staff of the other who have been involved in providing or receiving Services or otherwise connected with the Contract without the prior written consent of the other. This will not restrict either party from employing staff who apply unsolicited in response to a general advertising or other general recruitment campaign. The Client agrees to indemnify GSL for any and all losses costs damages or expenses, including but not limited to legal fees, arising from the Client's breach of this clause.
- 1.3 References, qualifications and accreditations- Unless specifically agreed, it is the Client's responsibility at any stage in the process and following the selection of a candidate for an appointment for taking up references, qualification checks and accreditation checks. However, the Client agrees that it will not seek references prior to any offer being accepted by a candidate without their written consent.
- 1.4 Candidates - GSL will use all reasonable skill and care when providing Services. GSL relies on the good faith of candidates and accepts no responsibility for any false or inaccurate information provided or representation made by a candidate. GSL does not give any representation or warranty that a potential employee is or will be available or is suitable for the Client's requirements. GSL will not be held responsible for a candidate terminating employment prematurely. The Client acknowledges that candidates are not employees of GSL and GSL will not be liable for any actions of candidates.

2 Confidentiality of Information

- 2.1 Each party undertakes that it shall not disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 2.2
- 2.2 Each party may disclose the other party's confidential information:
 - 2.2.1 to its employees, officers, representatives or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 2; and
 - 2.2.2 as may be required by law, court order or any governmental or regulatory authority.
- 2.3 No party shall use any other party's confidential information for any purpose other than to perform its obligations under the Contract.

3 Charges and Payment

- 3.1 In consideration of the provision of the Services by GSL, the Client shall pay the charges as set out in the Service Order (the “Charges”).
- 3.2 The Charges exclude:
 - 3.2.1 all expenses incurred by GSL in its performance of the Services which shall be charged at 10% of the Charges unless otherwise specified in the Service Order;
 - 3.2.2 any print or online advertising, website construction, technical assessment, candidate assessment and profiling, candidate expenses which shall be agreed by the parties separately; and
 - 3.2.3 VAT, which GSL shall add to its invoices at the appropriate rate.
- 3.3 The Charges are payable in three instalments as follows:
 - 3.3.1 a retainer of 50% of the Charges which is payable on the Client's submission of the Service Order;
 - 3.3.2 a retainer of 30% of the Charges which is payable when GSL provides the Client with a shortlist as part of GSL's performance of the Services; and
 - 3.3.3 the remaining 20% of the Charges when the Client appoints a candidate introduced by GSL as part of GSL's performance of the Services.

- 3.4 The Client shall pay each invoice submitted to it by GSL, in full and in cleared funds, within 30 days of receipt to a bank account nominated in writing by GSL, with the exception of any invoices for advertising, which shall be payable within 21 days of receipt.
- 3.5 Without prejudice to any other right or remedy that it may have, if the Client fails to pay GSL on the due date, GSL may:
- 3.5.1 charge interest on such sum from the due date for payment at the annual rate of 3% above the base lending rate from time to time of National Westminster Bank plc, accruing on a daily basis and being compounded quarterly until payment is made, whether before or after any judgment and the Client shall pay the interest immediately on demand; and/or
- 3.5.2 suspend all Services until payment has been made in full.
- 3.6 Time for payment shall be of the essence of the Contract.
- 3.7 If the Client alters materially its requirements as set out in the Service Order then, in addition to the fees payable in accordance within the Contract, an additional fee may become payable plus all the agreed advertising and other expenses incurred by GSL. GSL will advise the Client of such additional fees and expenses from time to time.
- 3.8 All sums payable to GSL under the Contract shall become due immediately on its termination, despite any other provision. This condition 3.7 is without prejudice to any right to claim for interest under the law, or any such right under the Contract.
- 3.9 GSL may, without prejudice to any other rights it may have, set off any liability of the Client to GSL against any liability of GSL to the Client.
- 3.10 Where any candidate is initially rejected by the Client, or the candidate initially rejects the Client's offer of engagement, and is subsequently engaged by the Client in any capacity whatsoever, at any time during the 12 months after the initial introduction date, then the Client shall be responsible for the payment of a fee equal to the full introduction fee which would ordinarily have become payable by the Client as set out in the Service Order.
- 3.11 Where the Client engages more than one candidate introduced to it by GSL as part of GSL's performance of the Services (a "Subsequent Candidate"), the Client shall pay to GSL an amount equal to 15 per cent of the annual remuneration paid to each Subsequent Candidate by GSL.

4 Termination

- 4.1 Without prejudice to any other rights or remedies which the parties may have, either party may terminate the Contract without liability to the other immediately on giving notice to the other if:
- 4.1.1 the other party fails to pay any amount due under the Contract on the due date for payment; or
- 4.1.2 the other party goes into liquidation, becomes bankrupt, makes a voluntary arrangement with its creditors or has a receiver administrator appointed.
- 4.2 Without prejudice to any other rights or remedies which the parties may have, either party may terminate the Contract without liability to the other on 3 months written notice.
- 4.3 On termination of the Contract (however arising), the accrued rights of the parties as at termination shall not be affected and the following conditions shall survive and continue in full force and effect: clauses 1.2, 2, 3, 6, 7 and 8.

5 Complaints Procedure

GSL will look into any complaint carefully and promptly and will discuss the position with the Client. If any problems do arise, the Client should contact Kevin Gordon, the Chief Executive of GSL.

6 Liability and Exclusions of Warranties and Claims

- 6.1 Nothing contained in this Contract shall limit or exclude GSL's liability for death or personal injury caused by GSL's negligence or for any other type of liability which cannot be limited or excluded by law.
- 6.2 Without prejudice to clause 6.1, the maximum aggregate liability of GSL under and/or in connection with this Contract in respect of all acts, omissions (including negligence) of GSL, its officer, employees, agents or sub-contractors shall be limited to the amount of fees paid or payable by the Client to GSL under the Contract.
- 6.3 The remedies available and the liability GSL accepts under this Clause 6 are the only remedies and, to the extent permissible by law, are the absolute limit of GSL's liability arising under or in connection with the Contract. All other liability is expressly excluded in particular but, without limitation, liability for loss of profits, special or consequential loss including, without limitation, economic loss or failure to realise anticipated savings or benefits.
- 6.4 To the extent permissible by law, all warranties, conditions or terms other than those expressly set out in this Contract are excluded including but not limited to all implied and statutory conditions.

- 6.5 Any legal proceedings arising from this Contract must be brought either within 2 years from the date when the party bringing the proceedings first becomes aware or ought reasonably to have become aware of the facts which give rise to the liability or alleged liability, or within any relevant statutory limitation period, whichever is the earlier.
- 6.6 In this Clause the term "Contractor(s)" means GSL's employees or any agent or sub-contractor of GSL and their respective employees, agents, partners or sub-contractors who perform work in connection with the Services. The Client acknowledges that in relation to the Services and this Contract its relationship is solely with GSL, and that no Contractor will have any liability to the Client in connection with the Services or this Contract except for any liability arising from death or personal injury caused by the negligence of a Contractor. The Client therefore agrees not to bring any claim of any nature against any Contractor relating to the Services or this Contract except for claims relating to death and personal injury caused by its negligence. The Client acknowledges and agrees that GSL will have the right (subject to the discretion of the Court) to a stay of proceedings if the Client bring any claim against a Contractor in breach of this Clause.
- 6.7 GSL shall not be liable to the Client or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of GSL's obligations in relation to the Services, if any delay or failure was due to any cause beyond GSL's reasonable control.
- 7 General**
- 7.1 **Waiver** - no failure or delay by either party in exercising any of its rights under the Contract shall be deemed to be a waiver of that right, and no waiver by either party of any breach of the Contract by the other shall be considered as a waiver of any subsequent breach of the same or any other provision.
- 7.2 **Severability** - in the event that any provision of these Terms and Conditions shall be determined by a competent authority to be invalid, unlawful or unenforceable to any extent, such provision shall, if unable of modification under Clause 7.3, to that extent be severed from the remaining provisions which shall continue to be valid to the fullest extent permitted by law.
- 7.3 **Validity of Contract Provisions** - if a Court or other competent body decides that any provision of these Terms and Conditions is void or otherwise ineffective but would be valid and effective if appropriately modified then such provision will apply with the modification necessary to make it valid and effective.
- 7.4 **Whole Agreement** - the Contract constitutes the whole agreement between the parties and supersedes all previous agreements between the parties relating to its subject matter.
- 7.5 **No Assignment** - the Client shall not, without the prior written consent of GSL, assign, transfer, charge, mortgage, subcontract, declare a trust of or deal in any other manner with all or any of its rights or obligations under the Contract.
- 7.6 **No Partnership** - nothing in the Contract is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.
- 7.7 **Third Parties** - a person who is not a party to the Contract shall not have any rights under or in connection with it.
- 7.8 **Notices** - any notice or other communication required to be given under the Contract shall be in writing and shall be delivered personally, or sent by pre-paid first-class post, recorded delivery or by commercial courier to the other party.
- 7.9 **Variation** - no variation of the Contract or these Conditions shall be valid unless it is in writing and signed by, or on behalf of, each of the parties.
- 7.10 **No Set-Off** - all amounts due from the Client under the Contract shall be paid in full without any deduction or withholding other than as required by law. The Client shall not be entitled to assert any credit, set-off or counterclaim against GSL in order to justify withholding payment of any such amount in whole or in part.
- 7.11 **Applicable Law** - the Contract will be governed by and interpreted in accordance with the laws of England, and both of us submit to the exclusive jurisdiction of the English Courts in connection with the resolution of any dispute arising from the Contract.
- 7.12 The schedules and annexure form part of these Terms and Conditions and references to these Terms and Conditions include the schedules.

8 Data Protection

- 8.1 For the purposes of this clause 8 the following terms shall have the following meanings

8.1.1 **Controller, Processor, Personal Data, Personal Data Breach and Data Subject** shall have the meanings given to them under the Data Protection Act 2018;

8.1.2 **Data Privacy Laws** means all laws that relate to data protection, privacy, the use of information relating to individuals, and/or the information rights of individuals including, without limitation, the General Data Protection Regulation (EU) 2016/679, the Data Protection Act 2018, the Privacy and Electronic Communications (EC Directive) Regulations 2003 and all laws implementing them, in each case as may be replaced, extended or amended, as well as all applicable formal or informal

guidance, rules, requirements, directions, guidelines, recommendations, advice, codes of practice, policies, measures or publications of the Information Commissioner's Office, other relevant regulator, and/or relevant industry body, in each case in any relevant jurisdiction(s); and

8.1.3 **Processing** has the meaning given to it under the Data Protection Act 2018 (and **Process**, **Processed** and **Processes** shall be construed accordingly).

8.2 The parties acknowledge and agree that GSL collects, retains, accesses and otherwise Processes Personal Data for its own purposes as part of its business activities. As such, in relation to Personal Data that is:

8.2.1 Not specific to the Services provided to the Client under this Contract and is necessary for the operation of GSL's business (including any Personal Data contained in any candidate databases or in software owned by or licensed to GSL or which is collected by GSL for marketing and/or statistical purposes); and / or

8.2.2 required in order to provide services to, or comply with any obligations under any contracts with, GSL's other clients,

(8.2.1 and 8.2.2, above, together, being "**GSL Data**"), GSL shall be the Controller. In addition to this, to the extent that GSL processes any Client Data on behalf of the Client, it does so as a Processor only.

8.3 The parties further acknowledge and agree that the Client may collect, retain, access and otherwise Process Personal Data and may pass or transfer such Personal Data to GSL in order to receive the Services and / or in connection with this Contract (excluding any GSL Data) ("**Client Data**"), in respect of which the Client shall be the Controller. In addition to this, to the extent that the Client processes any GSL Data on behalf of GSL, it does so as a Processor only.

8.4 Each party shall:

8.4.1 comply with Data Privacy Laws;

8.4.2 (in its respective capacity as Controller) use all of its reasonable endeavors to agree with the other party all matters pertaining to any requirement for instructions to be provided to a Processor who processes the GSL Data or the Client Data; and

8.4.3 generally co-operate in good faith and with all appropriate due diligence to resolve any issue or dispute arising in respect of the GSL Data and the Client Data, so as to protect the rights of Data Subjects in accordance with Data Privacy Laws.

8.5 Without prejudice to clause 8.2 and 8.3, in the event that either party (the "**first party**") Processes any Personal Data for and on behalf of the other party (the "**second party**"), for the purposes of performing its obligations under this Contract or for such other purposes as may be instructed by or as agreed with the second party from time to time, the parties agree that the second party shall be the Controller in respect of such Personal Data and the first party shall be the Processor. The first party shall in respect of such Processing:

8.5.1 Process such Personal Data only:

8.5.1.1 for the purpose of performing its obligations under this Contract;

8.5.1.2 for such other purposes as may be instructed by or agreed with the second party as otherwise notified in writing from time to time; and

8.5.1.3 in accordance with the Data Privacy Laws and as set out in Schedule 1 (Data Processing Register);

8.5.2 implement appropriate technical and organisational measures to protect the Personal Data against unauthorised or unlawful Processing and against accidental loss, destruction, damage, alteration or disclosure;

8.5.3 save to the extent that such Personal Data is also GSL Data (in which case GSL may modify, amend, remove or alter such Personal Data for such purposes as are reasonably required in connection with the operation of its business) and without prejudice to clause 8.5.1, not otherwise modify, amend, remove or alter the contents of the Personal Data or disclose or permit the disclosure of any of the Personal Data to any third party without the prior written authorisation of the second party;

8.5.4 maintain up to date records of its Processing activities performed on behalf of the second party which shall include the categories of Processing activities performed, information on cross border data transfers and a general description of security measures implemented in respect of Processed data;

8.5.5 save to the extent that such Personal Data is also GSL Data, keep the Personal Data separate from any data it Processes on behalf of any other third party (including but not limited to business continuity measures and processes for regularly testing, assessing and evaluating the effectiveness of such security measures);

8.5.6 unless otherwise required by Data Privacy Laws, the first party shall return or delete, at the second party's sole discretion, all Personal Data upon the termination of the Processing activities carried out under this Contract, and promptly provide the second party with a confirmation in writing that it has done so, provided always that GSL shall not be required to delete any GSL Data which it may retain and continue to process such Personal Data as Controller in accordance with Data Privacy Laws following termination or expiry of this Contract;

8.5.7 ensure that only those personnel who need to have access to the Personal Data are granted access to such Personal Data and only for the purposes of the performance of this Contract (save to the extent that such Personal Data is GSL Data, in which case GSL may permit access to the GSL Data by such persons and for such purposes as are reasonably required in connection with the operation of its business) and that all of the personnel required to access the Personal Data are reliable and have been informed of the confidential nature of the Personal Data and comply with the obligations set out in this clause 8;

8.5.8 subject always to clause 7.5, not appoint a sub-processor without the prior written consent of the second party, not to be unreasonably withheld or delayed, and ensure an agreement is entered into with the relevant sub-processor which includes terms which are substantially the same as the terms set out in this clause 8.

For the avoidance of doubt, written consent shall be deemed to have been given for GSL's approved sub-processors listed in Schedule 2 (Approved Sub-Processors) (**Approved Sub-Processors**). Where any sub-contracting of Processing of Personal Information is based on the Client's general written authorisation, GSL shall inform the Client of any intended changes concerning the addition or replacement of any sub-processor(s) and the Client shall notify GSL of any objections it has to any such changes in writing within five (5) business days, after which any such changes which the Client has not objected to in accordance with this clause shall be deemed to be accepted. Where the Client objects to any sub-processing of Personal Information by a third party or any intended changes concerning the addition or replacement of any sub-processor(s), GSL may terminate the relevant Services (in whole or in part) immediately on written notice to the Client without any liability to the Client;

8.5.9 in the case of:

8.5.9.1 GSL only, where GSL transfers any Personal Data to any country outside of the United Kingdom and the EEA, GSL shall:

(a) ensure that appropriate safeguards in respect of the Personal Data that will be processed or transferred outside of the United Kingdom and the EEA are in place so as to ensure compliance with the Data Privacy Laws; and

(b) if the Client so requests, confirm in writing to the Client details of how GSL has ensured an adequate level of protection and appropriate safeguards in respect of such data; and

8.5.9.2 the Client only, not transfer Personal Data to a country or territory outside of the United Kingdom and the European Economic Area except with the prior written consent of GSL;

8.5.10 notify the second party within 48 hours if it receives: (i) a request from a Data Subject to access that Data Subject's Personal Data; or (ii) a complaint or request relating to the Data Privacy Laws, in which case the first party shall promptly and fully co-operate with and assist the second party in responding to and complying with such requests within the timescales prescribed by Data Privacy Laws. Save where to do so would breach applicable laws, the first party shall not respond to any such request for information, through any communication medium, without first obtaining the express consent of the second party;

8.5.11 notify the second party without undue delay (and in any event within 48 hours after becoming aware) in the event it becomes aware of any Personal Data Breach of the Data Privacy Laws in relation to this Contract;

8.5.12 permit without charge, on an annual basis, and / or where the second party becomes aware of a Personal Data Breach or alleged breach of the Data Privacy Laws by the first party, reasonable access by the second party to all records, files, tapes, computer systems, or any other information howsoever held by the first party in respect of the first party's activities pursuant to the Contract ("**Audit Material**") for the purposes of reviewing compliance with the Data Privacy Laws, provided always that, where GSL is the Processor in respect of any Personal Data, GSL shall not be required to grant, and the Client shall not be entitled to receive, any access to Audit Material (or any part thereof or which cannot be separated, removed or extracted therefrom) which in the sole discretion of GSL is commercially sensitive to GSL and/or any of its other clients; and

8.5.13 comply with all Data Privacy Laws as if it were Controller.

8.6 The provisions of this clause 8 shall survive termination or expiry of this Contract.

8.7 Where either party is acting as a Controller in relation to the processing of any candidate Personal Data, that party shall ensure that it has in place an appropriate data privacy policy which is compliant with all applicable Data Privacy Laws ("**Data Privacy Policy**") (and shall provide the other party with a copy of its Data Privacy Policy on request). In particular, and subject always to clause 8.5.9, where such Controller is processing candidate Personal Data in relation to any candidate located outside of, or any candidate applying for any job vacancy outside of, the UK and the European Economic Area, that party as Controller shall ensure that all necessary consents from the candidate to the Processing of their Personal Data (including any transfer of such Personal Data outside of the UK and the European Economic Area) are obtained as part of such Data Privacy Policy.

8.8 The Client shall indemnify and keep indemnified GSL in full from and against all claims, proceedings, actions, damages, costs, fines, expenses and any other liabilities which may arise out of, or in consequence of, any Personal Data Breach and any breach or purported breach of the Data Privacy Laws or the performance or non-performance by its sub-processor(s) and personnel of its obligations under the Contract in relation to the Data Privacy Laws, including loss of or damage to property, financial loss arising from any breach of the Data Privacy Laws or any other loss which is caused directly or indirectly by any act or omission arising from any breach of the Data Privacy Laws.

Schedule 1**Data Processing Register****1 Subject matter and duration of processing**

(a) The Personal Data to be processed by GSL pursuant to this Contract concerns the following subject matter and duration:

- Performing recruitment and candidate assessment services as required by the client for the duration of this Contract.

(b) The Personal Data to be processed by the Client pursuant to this Contract concerns the following subject matter and duration:

- Receiving the benefit of the recruitment and candidate assessment services for the duration of this Contract.

2 Nature and purpose of the processing

(a) The Personal Data to be processed by GSL under this Contract shall be processed for the following nature and purpose:

- For the identification, interview and assessment of suitable candidates for Client vacancies

(b) The Personal Data to be processed by the Client under this Contract shall be processed for the following nature and purpose:

- For the recruitment decision making of the candidates presented and the onboarding of any successful candidate(s)

3 Type of Personal Data

(a) The Personal Data to be processed by GSL pursuant to this Contract concerns the following type of Personal Data:

- Name
- Phone numbers (Multiple)
- Address (Multiple)
- Email (Multiple)
- Date of Birth
- Gender
- Equality data eg Race, ethnicity, sexual orientation
- Disability data
- Social Media account details (Linked In, Twitter, Facebook, Skype etc)
- Full CV document
- Person Biography
- References
- Call logs, text logs, email logs
- DBS checks, Government screening docs
- Psychometric profiles
- Sift Comments/Interview notes as appropriate for roles applied for

(b) The Personal Data to be processed by the Client pursuant to this Contract concerns the following type of Personal Data:

- Name
- Gender
- Equality data e.g. race, ethnicity, sexual orientation
- Disability data
- Full CV document
- Person Biography
- References
- DBS checks, Government screening docs
- Psychometric profiles
- Sift Comments/Interview notes

4 Categories of Data Subjects

(a) The Personal Data to be processed by GSL under this Contract concerns the following categories of Data Subjects:

- Candidates applying for job vacancies in respect of which GSL has been appointed to provide recruitment consultancy services under this Contract.

- Client employees as either eg internal candidates or contacts working on this Contract.
- Candidate Sources and Referees.

(b) The Personal Data to be processed by the Client under this Contract concerns the following categories of Data Subjects:

- Candidates applying for job vacancies with the Client under this Contract
- Supplier employees working on this contract
- Candidate Sources and Referees

5 Contact details

(i) For Personal Data queries arising from or in connection with this Contract, the parties shall contact the following:

| GSL | Client |
|-------------------------|-------------|
| <div></div> <div></div> | <div></div> |

Schedule 2**Approved Sub-Processors**

| Approved Sub-Processor | Nature of sub-processing |
|--|--|
| Research Associates if required. <i>(Further details available on request).</i> | Sourcing candidates and processing their details on the Supplier CRM system |
| Assessment Associates (if applicable) <i>(Further details available on request).</i> | Preparing and delivering candidate assessment report summaries |



Issuer National Institute for Health and Care Excellence

Document generated Wed, 27th Oct 2021 14:29:56 BST

Document fingerprint [REDACTED]

Parties involved with this document

| Document processed | Party + Fingerprint |
|---------------------------------|----------------------------------|
| Wed, 27th Oct 2021 14:37:52 BST | [REDACTED] - Signer [REDACTED] |
| Thu, 28th Oct 2021 11:06:53 BST | [REDACTED] - Signer [REDACTED] |
| Thu, 28th Oct 2021 15:20:01 BST | [REDACTED] - Signer [REDACTED] |
| Thu, 28th Oct 2021 15:55:08 BST | [REDACTED] - Signer ([REDACTED]) |
| Thu, 28th Oct 2021 15:56:05 BST | [REDACTED] - Signer ([REDACTED]) |

Audit history log

| Date | Action |
|---------------------------------|---|
| Thu, 28th Oct 2021 15:56:05 BST | The envelope has been signed by all parties. [REDACTED] |
| Thu, 28th Oct 2021 15:56:05 BST | [REDACTED] signed the envelope. [REDACTED] |
| Thu, 28th Oct 2021 15:55:49 BST | [REDACTED] viewed the envelope. [REDACTED] |
| Thu, 28th Oct 2021 15:55:08 BST | Document emailed to [REDACTED] |
| Thu, 28th Oct 2021 15:55:08 BST | Sent the envelope to [REDACTED] for signing. [REDACTED] |
| Thu, 28th Oct 2021 15:55:08 BST | [REDACTED] signed the envelope. [REDACTED] |
| Thu, 28th Oct 2021 15:22:03 BST | [REDACTED] viewed the envelope. [REDACTED] |
| Thu, 28th Oct 2021 15:20:02 BST | Document emailed to [REDACTED] |
| Thu, 28th Oct 2021 15:20:01 BST | Sent the envelope to [REDACTED] for signing. [REDACTED] |
| Thu, 28th Oct 2021 15:20:01 BST | [REDACTED] signed the envelope. [REDACTED] |
| Thu, 28th Oct 2021 15:19:06 BST | [REDACTED] viewed the envelope. [REDACTED] |
| Thu, 28th Oct 2021 11:06:53 BST | Document emailed to [REDACTED]) |
| Thu, 28th Oct 2021 11:06:53 BST | Sent the envelope to [REDACTED] for signing. [REDACTED] |
| Thu, 28th Oct 2021 11:06:53 BST | [REDACTED] |
| Thu, 28th Oct 2021 11:06:53 BST | [REDACTED] signed the envelope. [REDACTED] |

Thu, 28th Oct 2021 11:06:09 BST [REDACTED] viewed the envelope. [REDACTED]

Thu, 28th Oct 2021 9:36:59 BST Document emailed to [REDACTED]

Thu, 28th Oct 2021 9:36:58 BST Sent [REDACTED] a reminder to sign the document. [REDACTED]

Wed, 27th Oct 2021 14:37:52 BST Document emailed to [REDACTED] ([REDACTED])

Wed, 27th Oct 2021 14:37:52 BST Sent the envelope to [REDACTED] for signing. [REDACTED])

Wed, 27th Oct 2021 14:37:52 BST [REDACTED] signed the envelope. ([REDACTED])

Wed, 27th Oct 2021 14:36:17 BST [REDACTED] viewed the envelope. ([REDACTED])

Wed, 27th Oct 2021 14:33:39 BST Document emailed to [REDACTED] ([REDACTED])

Wed, 27th Oct 2021 14:33:39 BST Sent the envelope to [REDACTED] ([REDACTED]) for signing. [REDACTED])

Wed, 27th Oct 2021 14:31:46 BST [REDACTED] has been assigned to this envelope ([REDACTED])

Wed, 27th Oct 2021 14:31:46 BST [REDACTED] inson has been assigned to this envelope ([REDACTED])

Wed, 27th Oct 2021 14:31:46 BST [REDACTED] e has been assigned to this envelope ([REDACTED])

Wed, 27th Oct 2021 14:31:46 BST [REDACTED] rie has been assigned to this envelope ([REDACTED] 6)

Wed, 27th Oct 2021 14:31:46 BST [REDACTED] has been assigned to this envelope ([REDACTED])

Wed, 27th Oct 2021 14:30:29 BST Document generated with fingerprint [REDACTED]
[REDACTED]

Wed, 27th Oct 2021 14:29:56 BST Envelope generated by [REDACTED]