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Should you have any queries, please contact
SmartDCCCommercial@SmartDCC.co.uk

DCC Framework Call-Off Contract

Contingent Labour

Call-Off Contract Ref: DCCITS002

This Call-Off Contract is entered into between the following parties, pursuant to the MSA entered into between them upon 1st April 2020

- (1) **SMART DCC LIMITED** a company registered in England and Wales under company number 8641769 whose registered office is at 30 Berners Street, London, England, W1T 3LR ("**DCC**");
- (2) **CAPITA IT SERVICES LIMITED** a company registered in Scotland under company number SC045439, whose registered office is Pavilion Building Ellismuir Way, Tannochside Park, Uddingston, Glasgow, G71 5PW, ("**Contractor**");

Capitalised terms mean the same as set out in the MSA or this Call-Off Contract.

1. Call-off Contract Terms and Conditions

The terms of the Call-Off Contract shall be as set out in the table below.

Category	Agreed Term
Start Date	1 st April 2020
End Date	22 nd September 2025
Total Duration	5 Years 6 months 22 days
Extension	DCC may extend the duration of this Call-Off Contract upon not less than 1 Week written notice, for a maximum period of 1 year
Services	The Contractor shall provide the Services specified in Section 2 of this Call-Off Contract
Charges	The Charges for the Services set out in this Call-Off Agreement shall be as set out in Section 7 of this Call-Off Contract and shall be payable in accordance with Schedule 7.1 (Charges and Payment) of the MSA.
Will the Services be tested in accordance with Paragraph [7] of the MSA?	No
Will Service Levels and/or Service Credits apply to the Services?	No

Is a Security Management Plan required pursuant to Schedule 2.5 of the MSA?	No
List out the categories of Data which either party may receive from the other.	See below
Contractor to specify the geographical locations where the Contractor will host Data pursuant to this Call-Off Contract.	UK
List Contractor Background IPR to be used as part of the Services and the party so using.	None
List Bespoke IPR to be developed as part of the Services.	None
List any DCC Background IPR to be used as part of the Services.	None
List of any third parties who may be entitled under the Contracts (Rights of Third Parties) Act 1999	None
Processing of Personal Data	
Nature and purpose of Processing.	Processing personal data of Contingent Workers for administration of payroll and other staff related policy
List out the categories of Personal Data which are to be Processed by the	Name Address Date of Birth

Contractor on behalf of the DCC.	Email Contact Number Bank Details Next of Kin
Categories of Data Subjects.	Individual Contingent Workers or Contractor Employees
Duration of Personal Data Processing	Throughout term of this Call-Off Contract

2. Definitions and interpretation

In this Call-Off Contract expressions defined within the MSA shall have the meaning set out in the MSA unless otherwise defined herein, and the following terms shall have the following meanings:

AWR 2010:	the Agency Workers Regulations 2010 (<i>SI 2010/93</i>).
Assignment:	the period during which a Contingent Worker is supplied to render services to the DCC as appropriate.
Assignment Contact:	the DCC's nominated representative responsible for agreeing details of the Assignment and approving the appointment of the Contingent Worker including contact details and all necessary approvals.
CEST Tool:	HM Revenue and Custom's online 'Check Employment Status for Tax' tool.
Comparable Employee:	has the meaning set out in Regulation 5(4) of the AWR 2010.
Conduct Regulations 2003:	the Conduct of Employment Agencies and Employment Business Regulations 2003 (<i>SI 2003/3319</i>).
Contingent Worker:	a Worker introduced and supplied by the Contractor to DCC to provide services to DCC who shall be employed or engaged by the Contractor and not by DCC.
Contingent Labour Supply Services:	the supply by the Contractor of Contingent Workers to DCC in accordance with Annex A.
Employee Taxes:	PAYE Income Tax and employees National Insurance Contributions.
Employer Taxes:	employer National Insurance Contributions and the apprenticeship levy.
Engage:	the employment of a Contingent Worker or engagement directly or indirectly through any employment business other than through the Contractor (whether for a definite or indefinite period) as a direct result of any introduction by the Contractor and the terms Engaged or Engagement shall be construed accordingly.

ITEPA 2003:	the Income Tax (Earnings and Pensions) Act 2003.
Losses:	all liabilities, costs, expenses, damages and losses (including without limitation liability for taxation, interest, penalties, legal costs and all other reasonable professional costs and expenses) suffered or incurred by a party.
Off-Payroll Rules:	the off-payroll working rules set out in Chapters 8 and 10 Part 2 of the ITEPA 2003.
PSC Worker:	has the meaning given in paragraph 12.2 of Annex A.
Qualifying Contingent Worker:	any Contingent Worker who at the relevant time is entitled to the rights conferred by regulation 5 of the AWR 2010.
Recruitment Services:	means the Contractor's services to DCC in relation to the recruitment of Candidates for employment by DCC, as described in Annex B.
Relevant Period:	has the meaning given in regulation 10(5) and (6) of the Conduct Regulations 2003.
Valid Opt-Out:	means written notification from a Contingent Worker who is a company and the individual provided by that Contingent Worker in accordance with regulation 32(9) of the Conduct Regulations 2003, as amended from time to time.
Worker:	an individual worker, or a worker that is a company or other legal entity as the case may be, including any of the Contractor's own employees.

3. Description of Services

Overview

- 3.1 From time to time, and normally for a defined period of time, DCC requires people resource with certain some specific ICT based skill sets skills to supplement their existing teams or to undertake certain projects ("**Contingent Labour**"). This Call-Off Contract describes the mechanism by which DCC may satisfy that requirement with the relevant Contingent Labour skill sets being supplied by the Contractor to DCC.
- 3.2 The parties acknowledge that this Call-Off Contract shall apply to any services or deliverables provided by the Contractor on or after the Start Date, notwithstanding that execution of this Call-Off Contract occurred at a later date; and DCC shall have the rights and remedies set out in this Call-Off Contract in respect of any services or deliverables provided by Contractor pursuant to this Call-Off Contract on or after the Start Date notwithstanding execution of this Call-Off Contract at a later date.

4. Contingent Labour – Process for Requesting Resource

- 4.1 When DCC has a requirement for Contingent Labour, DCC will issue to the Contractor a completed Contingent Labour order form (Order Form) as shown in Annex A.
- 4.2 Within 10 Working Days the Contractor shall use its reasonable endeavours to provide appropriate CVs for individuals which meet the requirements detailed within the Order Form.
- 4.3 CVs provided by the Contractor will be based on candidates that are available within the

Contractor's existing resource base. Where such available suitable candidates are unavailable the Contractor shall commence a search of the wider contracting market.

- 4.4 Where a decision is made by DCC to engage a candidate, the Contractor will endeavour to engage the candidate as close to the required start date as possible, with that start date being advised to DCC as soon as it is known.
- 4.5 The Contractor will provide Contingent Workers with basic IT equipment, that being a mobile phone and Contractor issued laptop, in certain agreed cases the Contingent Worker may be deployed ahead of having access to a laptop but only with prior agreement by DCC. This circumstance would normally be where there is a short lead time between approval and engagement. This will be in agreement between the Contractor and DCC.
- 4.6 Contingent Workers provided who are Capita Employees will have completed the compulsory Capita Employee Security training and screened in accordance with Capita permanent and contractor pre-employment checks (in accordance with BS7858) and adherence to DCC's co-location policy, however whilst engaged the Contractor will comply with, and ensure the Contingent Worker complies with, DCC's Security and Health and Safety policy and process as defined and documented by DCC.
- 4.7 Each Assignment of a Contingent Worker, once identified will be confirmed on completion of the Order Form signed (digitally or ink) by authorised DCC employees (as specified in paragraph 6 below).
- 4.8 The name of the currently engaged Contingent Workers and their current end date will be provided within the regular service management report.

5. Contingent Labour - Process for Terminating an Assignment

- 5.1 The Contractor will remove the Contingent Worker from DCC at the end date of the Assignment, or any subsequent extension. The Contractor will ensure that all information and knowledge of the Contingent Worker is transferred to DCC ahead of this date.
- 5.2 DCC may terminate an Assignment of a Contingent Worker at any time for convenience. Should DCC require the Contingent Worker to be removed ahead of the end date of the Assignment, this will be subject to 2 weeks-notice, the Contractor shall immediately remove them from site at DCC's request. However payment in lieu of notice (at the rates in effective immediately prior to the service of the notice) will be incurred unless the Contractor can mitigate the cost of that notice period by redeployment within the Contractor organisation.
- 5.3 In the event that the Contingent Worker (a) is unsuitable, (b) not sufficiently skilled or is agreed between the parties to be not performing to the expected level of input to meet DCC's requirements specified in the Order Form, (c) commits any serious misconduct or fails substantially to provide their services or follow any reasonable direction of DCC, (d) does not have a right to work in the UK without further approvals, or (e) has breached any obligation of confidentiality in relation to any Confidential Information of DCC, provided that DCC provides appropriate evidence for this, the 2 weeks' notice period will be waived with all Charges only applicable until the day the Contractor is requested to finish by DCC.
- 5.4 Contractor will use all reasonable endeavours to redeploy the Contingent Worker as quickly as possible, to minimise impact on costs.
- 5.5 In any event of termination of an Assignment pursuant to paragraph 5.3 above:
 - 5.5.1. The Contractor shall have fourteen days to supply a suitable alternative Contingent Worker to fulfil the remainder of the Assignment term (subject to the same fee arrangement); and
 - 5.5.2. In the event that the Contractor cannot supply a suitable alternative Contingent Worker

to commence work for DCC within fourteen days, the Contractor shall refund such proportion of the fees paid as the parties shall agree is fair and reasonable under the circumstances; and

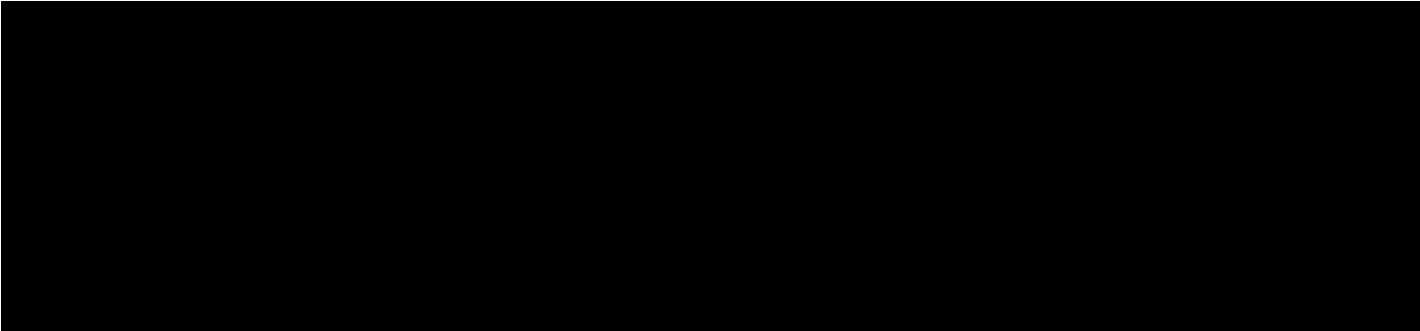
5.5.3. The Contractor shall indemnify DCC against any Losses arising in connection with any claim by a Contingent Worker against DCC arising out of DCC exercising its rights under paragraph 5.3 above.

5.6 Where a Contingent Workers leaves the Contractor's employment or personally decides to leave the Assignment with DCC a departure date will be agreed between DCC and the Contractor. Prior to departure of the Contingent Worker all DCC equipment will be returned and that engagement will cease on the last day of engagement with DCC. The Contractor will seek to source a replacement as required by DCC, which will be considered a new engagement for the purpose of this Call-Off Contract.

Either party may end an Assignment immediately by giving the other written notice if the other party is in material breach of these terms.

6. Transfers

6.1 DCC will not Engage with any provided Contingent Worker directly, or via another umbrella/management company during the period of the Assignment or within the 6 months following termination of the Assignment, unless this is done via an open, recruitment process for permanent staff.



7. Service hours

The following service hours apply to this Call-Off Contract

Service	Service Hours	Service Days	Critical Business Periods
Recruitment Resource Searches	09.00-17.30	Monday to Friday excluding English Bank Holidays	N/A

8. Approved Contingent Labour Authorisers

The following individuals are approved by DCC to engage contingent labour resources:

- | Name | Role | Contingent Labour Types |
|------------|------------|-------------------------|
| [REDACTED] | [REDACTED] | All |
| [REDACTED] | [REDACTED] | All |



10. Contractor's Obligations

10.1 The Contractor shall:

- 10.1.1. inform DCC of whether the Contractor holds a Valid Opt-Out from the Contingent Worker from the Conduct Regulations 2003;
- 10.1.2. use reasonable endeavours to ensure that the Contingent Worker, while engaged by DCC, conforms to the applicable rules of DCC; where they do not conflict with the Conduct Regulations 2003;
- 10.1.3. use best endeavours to ensure that the Contingent Worker co-operates with DCC and complies with all DCC's reasonable and lawful instructions;
- 10.1.4. procure through appropriate contractual provisions between the Contractor and the Contingent Worker that any IPR, copyright, designs or software developed, created or produced by the Contingent Worker for DCC during the period of their assignment shall belong to DCC unless otherwise agreed in writing;
- 10.1.5. use all reasonable steps (including through including appropriate provisions in any contract with the Contingent Worker) to ensure that the Contingent Worker shall not disclose any confidential information obtained during their assignment and which is not in the public domain, without DCC's prior consent;
- 10.1.6. on request from DCC, ensure the Contingent Worker shall deliver up to DCC all works, and documents prepared by the Contingent Worker in connection with the Assignment, together with all documents provided to the Contingent Worker by DCC; and
- 10.1.7. procure that the Contingent Worker does not make or retain any copies of the same without prior agreement from DCC.

11. Agency Workers Regulations (AWR 2010)

11.1 Where the AWR 2010 applies to an Assignment, each party shall:

- 11.1.1. comply with its obligations under the AWR 2010 including, without limitation, obligations under Regulation 5 (Rights of agency workers in relation to the basic working and employment conditions), Regulation 12 (Rights of agency workers in relation to access to collective facilities and amenities), and 13 (Rights of agency workers in relation to access to employment);
- 11.1.2. provide to the other party upon request such information as the other party may reasonably require in order to enable it to fulfil its obligations under the AWR 2010, and promptly inform the other party of any changes to such information.
- 11.2 Where the Contingent Worker is a Qualifying Contingent Worker, the Contractor shall request, and DCC shall provide, the Contractor with written details of the relevant terms and conditions, including bonus, which the Contingent Worker would be entitled to if recruited directly by DCC or those of a Comparable Employee (the “**Employment Terms**”).
- 11.3 DCC shall promptly notify the Contractor if, during the term of the Assignment, there are any changes to the Employment Terms, and the Contractor shall advise DCC of any change to the fees payable in relation to that Contingent Worker or other terms and conditions applicable to the Assignment are required as a result of such changes to the Employment Terms.
- 11.4 Each party shall promptly inform the other of any complaint received from the Contingent Worker that AWR 2010 have not been complied with and the parties shall work together in good faith to resolve such complaint.

12. Indemnities

- 12.1 The Contractor will indemnify DCC against any Losses arising out of or in connection with:
 - 12.1.1. any claim by a Contingent Worker that they are an employee or worker of DCC, including (without limitation) any claims for earnings, holiday pay, unfair dismissal or redundancy pay; and/or
 - 12.1.2. any claim brought by a Contingent Worker arising out of, connected with or resulting from any breach of the AWR (save where such breach was caused by an act or omission by DCC); and/or
- 12.2 subject to paragraph 14 below, against any demand or assessment for Employer Taxes or Employee Taxes against DCC in respect of any Contingent Worker.

13. Continuation & Transfer

- 13.1 DCC has no obligation to offer further assignments after the term of any Assignment and acknowledges that neither the Contingent Worker nor the Contractor has any obligation to accept such an Assignment if offered or to supply a suitable alternative Contingent Worker to complete any further Assignment.

14. Off-Payroll Rules

- 14.1 Prior to the start of an Assignment, and on an ongoing basis, Contractor will provide DCC with such timely, accurate, full and honest information as is required by DCC to allow it to comply with its obligations to complete an assessment of whether the Off-Payroll Rules apply to the Assignment.
- 14.2 Prior to the start of an Assignment, DCC will provide Contractor with written confirmation of whether an Assignment is in scope of the Off-Payroll Rules. Contractor will notify the Contingent Worker of DCC’s assessment where the Contingent Worker is working through a limited, personal service company or intermediary (“**PSC Worker**”).
- 14.3 Where DCC deems that the Off-Payroll Rules apply to an Assignment, and where required in accordance with the Off-Payroll Rules, DCC acknowledges and agrees that Contractor shall

deduct sums in respect of Employee Taxes calculated in accordance with the Off-Payroll Rules prior to its payment of the PSC Worker's invoice and Contractor shall remit such sums deducted to HM Revenue and Customs to comply with its statutory duty.

- 14.4 If the PSC Worker is regarded by DCC as being in scope of the Off-Payroll Rules and as a result the PSC Worker increases the fees it charges to Contractor, Contractor may make a reasonable increase to its charges, and DCC will make payment of such increased charges. Contractor shall also calculate the applicable Employer Taxes payable in respect of the PSC Worker's Assignment and DCC shall make payment to Contractor of such Employer Taxes in addition to Contractor's charges. Contractor shall remit such Employer Taxes to HM Revenue and Customs to comply with its statutory duty.
- 14.5 DCC will notify Contractor immediately if there is any evidence of a change of status of an Assignment in connection with the Off-Payroll Rules at any time during the Assignment and DCC agrees to indemnify and keep indemnified Contractor in full from and against all and any losses, claims, costs, expenses or liabilities (including liability for taxation) whatsoever and howsoever arising, incurred or suffered by Contractor including without limitation all fines, penalties, legal and other professional fees and expenses (together with any VAT thereon) arising as a result of the incorrect determination by DCC that an Assignment was not in scope of the Off-Payroll Rules and/or in connection with DCC's breach of its obligations arising under clause 14.6 below, provided that such incorrect determination is not a result of the Contractor failing to provide timely information or providing inaccurate information pursuant to clause 14.1 above.
- 14.6 DCC will:
- 14.6.1. provide all such timely, accurate, full and honest information as is required by Contractor from time to time for its compliance with the Off-Payroll Rules; and
- 14.6.2. DCC will comply with its obligations arising under the Off-Payroll Rules, save where it is unable to do so as a result of a breach by Contractor of its obligations arising under clause 14.1 above; and
- 14.6.3. DCC will ensure that any PSC Worker working on an Assignment who is deemed by DCC not to be in scope of the Off-Payroll Rules will be treated always by DCC as being in business on its own account and DCC shall have no right to exercise, nor shall it seek to exercise any direction, control, or supervision over Contractor or PSC Worker in the provision of the Services.
- 14.6.4. Contractor reserves the right to review the method of delivery of the Services throughout the Assignment.

15. Data Protection

- 15.1 The parties acknowledge and agree that the Contractor shall Process Personal Data pursuant to this Call-Off Contract relating to any Contingent Worker or prospective Contingent Worker in the capacity of Data Processor to the extent such Processing is to provide Contingent Worker Services pursuant to this Call-Off Contract and all of the provisions set out at Clause 32 of the MSA shall apply to such Processing by the Contractor. The Contractor shall otherwise Process Contingent Worker Personal Data as a Data Controller including for the following purposes:
- 15.1.1. compiling and maintaining the resource pool and use of the resource pool for purposes other than provision of Services to DCC;
 - 15.1.2. the Contractor's rights and obligations as an employer of any Contingent Worker;
 - 15.1.3. exercise and defense of legal rights and claims; and
 - 15.1.4. any other use of Contingent Worker Personal Data other than to comply with the instructions of DCC.
- 15.2 DCC and the Contractor shall each, to the extent they process Contingent Worker Personal Data as Data Controller, comply with their respective Data Controller obligations under Data Protection Laws and with the obligations set out in paragraphs 13.3 to 13.8 below to this Call-Off Contract.
- 15.3 When Processing Personal Data of Contingent Workers ("**Recruitment Data**") as a Data Controller DCC and the Contractor each warrant that:
- 15.3.1. it has all necessary rights, permissions and/or licenses to Process the Recruitment Data as a Data Controller for the relevant purposes; and
 - 15.3.2. it will comply with any requirements of a Data Controller arising under Data Protection Laws to protect the Recruitment Data it Processes under this Agreement.
- 15.4 Each party will Process Recruitment Data in compliance with Data Controller obligations under Data Protection Laws, including (without limitation):
- 15.4.1. ensuring it has provided its Data Subjects with all necessary information in respect of its Processing of the Recruitment Data;
 - 15.4.2. ensuring it obtains consent from its Data Subjects where required;
 - 15.4.3. ensuring it responds to requests and/or complaints from its Data Subjects, particularly with respect to the exercise of their rights under Data Protection Laws;
 - 15.4.4. implementing appropriate technical and organizational measures to ensure and to be able to ensure a level of security appropriate to the risk that are presented by the Processing that each party is carrying out respectively, in particular from accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Recruitment Data transmitted, stored or otherwise Processed;
 - 15.4.5. ensuring the reliability of any individuals acting under its authority, who has access to the Recruitment Data (e.g. employees and agents) and ensuring that they shall only Process Recruitment Data as instructed and have undergone appropriate training in the care, protection and handling of Recruitment Data;
 - 15.4.6. maintaining a record of the Processing activities under its responsibility;
 - 15.4.7. complying with any restrictions on transfers of Recruitment Data outside Europe and/or the UK, in particular adducing appropriate safeguards for transferring Recruitment Data outside Europe and/or the UK in accordance with Data Protection Laws;

15.4.8. notifying the competent Supervisory Authority (as such term is defined under Data Protection Laws) and (if applicable) the Data Subjects in case of a Personal Data Breach (as such term is defined under Data Protection Laws);

15.4.9. cooperating with the competent Supervisory Authority if and as needed.

15.5 Neither party shall knowingly perform its obligations under this Agreement in such a way as to cause the other Party to breach any of its obligations under Data Protection Laws.

15.6 Each party shall provide reasonable assistance to the other as may be required in order to enable each Party to perform its responsibilities as a Data Controller pursuant to this Agreement.

15.7 The parties will not be held jointly and severally liable with respect to the Processing of Recruitment Data where each is a Data Controller for that Recruitment Data and which is carried out under this Agreement.

15.8 Regardless, a Data Subject may exercise his or her rights under Data Protection Laws in respect of and against each of the parties

16. Reports and Documents

16.1 The Contractor will supply accurate reports pursuant to the Services. The set of reports are:

Ref	Report	Frequency
1	Contingent Workers currently provided to DCC	Monthly

**Annex to Contingent Labour Call-off Contract
Order Form**

Client Name	DCC
DCC Contingent Labour Requirement (To be completed by DCC)	
Programme/Project name	[To be completed by DCC]
Client Approver	[Name from section 2.3 above]
Client Cost Centre	[To be completed by DCC]
Role Title:	[To be completed by DCC]
Description of Services:	[To be completed by DCC]
Engagement Details (To be completed by the Contractor)	
Consultant Name (s):	[To be completed by The Contractor]
Engagement Start date:	[To be completed by The Contractor]
Engagement End date:	[To be completed by The Contractor]
Working Hours per week:	[To be completed by The Contractor]
Charge rate to client:	[To be completed by the Contractor]
Expenses:	Travel and Subsistence as per Capita Policy for travel to site
Notice period to the Contractor:	Minimum 14 calendar days
Location for provision of services:	[To be completed by DCC]
Additional undertakings:	[To be completed by DCC]
Client contact:	[To be completed by DCC]

Contractor Sales Manager:	[To be completed by the Contractor]
Consultant's Line Manager	[To be completed by DCC]
Approval to Engage Consultant(s) (Effective once signed by both Parties)	
<p>In signing the below DCC agree to the engagement of the Consultant(s) listed above on the terms set out in this Contingent Resource Engagement Form, and the Contractor agrees to secure the service of the Consultant(s) for the period set out above.</p>	
For and on behalf of DCC Limited:	<Signature>
	<Name>
	<Date>
For and on behalf of Capita IT Services Limited:	<Signature>
	<Name>
	<Date>

IN WITNESS WHEREOF the Parties hereto have signed by their duly authorised representatives on the date first above written

