

Address: Quarry House Quarry Hill Leeds LS2 7UA

Website: <u>www.dwp.gov.uk</u>

Date: 6/10/2023

AWARD LETTER

Flexible Support Fund Dynamic Purchasing System 2 (FSF DPS 2) (Successful at Accreditation Stage)

Dear Michael,

Procurement Exercise for	: Flexible Support Fund Dynamic Purchasing System 2 (FSF DPS 2) - For the Provision of Work Focused Activities in England, Scotland, and Wales
Contract Notice Number:	<u>2021/S 000-023256</u>
Reference:	Project_23908
Supplier Name:	Legacy Skills Group Ltd
Registered address:	Units 2 & 3, 8-10 Market Cross, Selby, England, YO8 4JS
Registered number:	12720113
Supplier DUNS:	226049099
Unique ID number	23908/0893

Thank you for your application to join the FSF DPS 2.

I am pleased to inform you that the Secretary of State for Work and Pensions (the "Authority") has accredited Legacy Skills Group Ltd onto the FSF DPS 2.

To complete the accreditation process and to enable your organisation to be eligible to receive Request for Quotes ("**RFQ**"s) you will need to now take action on the Basware system to indicate the services and categories your organisation wishes to offer and the areas in which it wants to offer them.

To complete the application on Basware you will need your **unique accreditation reference number** which is: **23908/0893**



Instructions on how to register on Basware and how to complete the sections for FSF DPS 2 are provided in Annex A.

Data processing in connection with the DPS Contract shall be conducted in accordance with Annex B of this letter and the terms of the DPS Contract.

The terms in the DPS Contract will be deemed agreed and accepted by the Supplier through its confirmation of acceptance in its submission to join the DPS. This letter confirms the acceptance by the Authority of the terms of and creates the DPS Contract. The Start Date for the DPS Contract shall be the date of this letter.

The following documents are incorporated into the DPS Contract. If they conflict, the following order of precedence shall apply:

- 1. This Award Letter
- 2. The Core Terms (v1.0) and its Annex (Definitions)
- 3. The following Schedules (each taking equal precedence):

F1 (Specification v1.0) *F2* (Order Form Template and template Call Off Schedules v1.0) including the following Call Off Schedules taking equal precedence:

- C1 (Contract Management v1.0)
- C2 (Security v1.0)
- C3 (Welsh Language Scheme) (Optional)

F3 (Call Off Procedure and Award Criteria v1.0) F4 (Guarantee v1.0)

(together the "DPS Contract")

Please note that any variation(s) to your original FSF DPS 2 Accreditation information must be reported promptly to DWP via the Jaggaer messaging system.

Yours sincerely

FSF DPS 2 Commercial Team Commercial Directorate



Annex A: - Basware Instructions





Annex B - Data Processing

This data processing section sets out details of how data will be processed in connection with the DPS Contract.

The Supplier shall comply with any further written instructions with respect to Processing which are issued from time to time by the Authority. Any such further instructions shall be incorporated into this section.

The Data Compliance Officers for each Party are set out below. Each Party will promptly notify the other in writing of any change to its Data Compliance Officer.

Data Compliance Officers		
Authority	Dominic Hartley – Data Protection Officer DWP Data Protection Officer's Team Benton Park View 6 Room BP6001 Mail Handling Site A Wolverhampton WV98 1ZX Data.protectionofficer@dwp.gov.uk	
Supplier	Stephen Moseley Units 2 & 3 8-10 Market Cross Selby England YO8 4JS <u>info@kingfisherrec.co.uk</u> Tel: 01757600668	

Description Of Authorised Processing	Details
Identity of the Controller and Processor	The Parties acknowledge that for the purposes of the Data Protection Laws, the Authority is the Data Controller, and the Supplier is the Data Processor in accordance with Clause 18 of the Core Terms except that the Supplier shall be the Data Controller of any sets of Personal Data which the Supplier processes pursuant to or in connection with the DPS Contract for contract/relationship management purposes and not in connection with the delivery of any Services.
Subject matter of the processing	Contact details for the directors, officers, employees, agents, consultants, and contractors of the Parties who
	manage and operate the DPS Contract (for the avoidance

	of doubt, processing in relation to Call Off Contracts will be as described in the Call Off Contracts).
Duration of the processing	Personal Data will be collected and processed throughout the Contract Period of the DPS Contract. The Personal Data will then be retained in accordance with terms of the DPS Contract.
Nature and purposes of the processing	Operation of the DPS Contract (but not individual Call Off Contracts) including the conduct of competitions for Call Off Contracts.
Type of Personal Data	Data that identifies individuals (including name, address, telephone number, email)
Categories of Data Subject	Directors, officers, employees, agents, consultants, and contractors of the Parties.
Plan for return and destruction of the data once the processing is complete UNLESS requirement under law to preserve that type of data	Retention timescales are specified in Clause 10.1.2 of the Core Terms, namely 6 years after the End Date.