



Crown
Commercial
Service

The Cabinet Office

- and -

Crest Advisory (UK) Limited

Annexes relating to

CCCS18A05

Professional Media Services

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ANNEX 1 – TERMS AND CONDITIONS

1 INTERPRETATION

1.1 In these terms and conditions:

“Agreement”	means the contract between (i) the Customer acting as part of the Crown and (ii) the Supplier constituted by the Supplier’s countersignature of the Award Letter and includes the Award Letter;
“Award Letter”	means the letter (including the Annexes thereto) from the Customer to the Supplier via the e-Sourcing Suite at the point of award;
“Central Government Body”	means a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics: (a) Government Department; (b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal); (c) Non-Ministerial Department; or (d) Executive Agency;
“Charges”	means the charges for the Services as specified in the Award Letter;
“Confidential Information”	means all information, whether written or oral (however recorded), provided by the disclosing Party to the receiving Party and which (i) is known by the receiving Party to be confidential; (ii) is marked as or stated to be confidential; or (iii) ought reasonably to be considered by the receiving Party to be confidential;
“Customer”	means the person named as Customer in the Award Letter;
“DPA”	means the Data Protection Act 1998;
“Expiry Date”	means the date for expiry of the Agreement as set out in the Award Letter;
“FOIA”	means the Freedom of Information Act 2000;
“Information”	has the meaning given under section 84 of the FOIA;
“Key Personnel”	means any persons specified as such in the Award Letter or otherwise notified as such by the Customer to the Supplier in writing;
“Party”	means the Supplier or the Customer (as appropriate) and “Parties” shall mean both of them;
“Personal Data”	means personal data (as defined in the DPA) which is processed by the Supplier or any Staff on behalf of the Customer pursuant to or in connection with this Agreement;
“Purchase Order Number”	means the Customer’s unique number relating to the supply of the Services;

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Agreement Annexes - Services

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“Request for Information”	has the meaning set out in the FOIA or the Environmental Information Regulations 2004 as relevant (where the meaning set out for the term “request” shall apply);
“Services”	means the services to be supplied by the Supplier to the Customer under the Agreement;
“Specification”	means the specification for the Services (including as to quantity, description and quality) as specified in the Award Letter;
“Start Date”	means the commencement date of the Agreement as set out in the Award Letter;
“Staff”	means all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any sub-contractor of the Supplier engaged in the performance of the Supplier’s obligations under the Agreement;
“Staff Vetting Procedures”	means vetting procedures that accord with good industry practice or, where requested by the Customer, the Customer’s procedures for the vetting of personnel as provided to the Supplier from time to time;
“Supplier”	means the person named as Supplier in the Award Letter;
“Term”	means the period from the Start Date of the Agreement set out in the Award Letter to the Expiry Date as such period may be extended in accordance with clause 4.2 or terminated in accordance with the terms and conditions of the Agreement;
“VAT”	means value added tax in accordance with the provisions of the Value Added Tax Act 1994; and
“Working Day”	means a day (other than a Saturday or Sunday) on which banks are open for business in the City of London.

1.2 In these terms and conditions, unless the context otherwise requires:

- 1.2.1 references to numbered clauses are references to the relevant clause in these terms and conditions;
- 1.2.2 any obligation on any Party not to do or omit to do anything shall include an obligation not to allow that thing to be done or omitted to be done;
- 1.2.3 the headings to the clauses of these terms and conditions are for information only and do not affect the interpretation of the Agreement;
- 1.2.4 any reference to an enactment includes reference to that enactment as amended or replaced from time to time and to any subordinate legislation or byelaw made under that enactment; and
- 1.2.5 the word ‘including’ shall be understood as meaning ‘including without limitation’.

2 BASIS OF AGREEMENT

- 2.1 The Award Letter constitutes an offer by the Customer to purchase the Services subject to and in accordance with the terms and conditions of the Agreement.
- 2.2 The offer comprised in the Award Letter shall be deemed to be accepted by the Supplier on receipt by the Customer, within 3 days of the date of the award letter, of a copy of the Award Letter countersigned by the Supplier.

3 SUPPLY OF SERVICES

- 3.1 In consideration of the Customer's agreement to pay the Charges, the Supplier shall supply the Services to the Customer for the Term subject to and in accordance with the terms and conditions of the Agreement.
- 3.2 In supplying the Services, the Supplier shall:
- 3.2.1 co-operate with the Customer in all matters relating to the Services and comply with all the Customer's instructions;
 - 3.2.2 perform the Services with all reasonable care, skill and diligence in accordance with good industry practice in the Supplier's industry, profession or trade;
 - 3.2.3 use Staff who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with the Agreement;
 - 3.2.4 ensure that the Services shall conform with all descriptions, requirements, service levels and specifications set out in the Specification;
 - 3.2.5 comply with all applicable laws; and
 - 3.2.6 provide all equipment, tools and vehicles and other items as are required to provide the Services.
- 3.3 The Customer may by written notice to the Supplier at any time request a variation to the scope of the Services. In the event that the Supplier agrees to any variation to the scope of the Services, the Charges shall be subject to fair and reasonable adjustment to be agreed in writing between the Customer and the Supplier.

4 TERM

- 4.1 The Agreement shall take effect on the Start Date and shall expire on the Expiry Date, unless it is otherwise extended in accordance with clause 4.2 or terminated in accordance with the terms and conditions of the Agreement.
- 4.2 The Customer may extend the Agreement for a period of up to 6 months by giving not less than 10 Working Days' notice in writing to the Supplier prior to the Expiry Date. The terms and conditions of the Agreement shall apply throughout any such extended period.

5 CHARGES, PAYMENT AND RECOVERY OF SUMS DUE

- 5.1 The Charges for the Services shall be as set out in the Award Letter and shall be the full and exclusive remuneration of the Supplier in respect of the supply of the Services. Unless otherwise agreed in writing by the Customer, the Charges shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the performance of the Services.
- 5.2 All amounts stated are exclusive of VAT which shall be charged at the prevailing rate. The Customer shall, following the receipt of a valid VAT invoice, pay to the Supplier a sum equal to the VAT chargeable in respect of the Services.
- 5.3 The Supplier shall invoice the Customer as specified in the Agreement. Each invoice shall include such supporting information required by the Customer to verify the accuracy of the invoice, including the relevant Purchase Order Number and a breakdown of the Services supplied in the invoice period.
- 5.4 In consideration of the supply of the Services by the Supplier, the Customer shall pay

the Supplier the invoiced amounts no later than 30 days after verifying that the invoice is valid and undisputed and includes a valid Purchase Order Number. The Customer may, without prejudice to any other rights and remedies under the Agreement, withhold or reduce payments in the event of unsatisfactory performance.

- 5.5 If the Customer fails to consider and verify an invoice in a timely fashion the invoice shall be regarded as valid and undisputed for the purpose of paragraph 5.4 after a reasonable time has passed.
- 5.6 If there is a dispute between the Parties as to the amount invoiced, the Customer shall pay the undisputed amount. The Supplier shall not suspend the supply of the Services unless the Supplier is entitled to terminate the Agreement for a failure to pay undisputed sums in accordance with clause 16.4. Any disputed amounts shall be resolved through the dispute resolution procedure detailed in clause 19.
- 5.7 If a payment of an undisputed amount is not made by the Customer by the due date, then the Customer shall pay the Supplier interest at the interest rate specified in the Late Payment of Commercial Debts (Interest) Act 1998.
- 5.8 Where the Supplier enters into a sub-contract, the Supplier shall include in that sub-contract:
- 5.8.1 provisions having the same effects as clauses 5.3 to 5.7 of this Agreement; and
 - 5.8.2 a provision requiring the counterparty to that sub-contract to include in any sub-contract which it awards provisions having the same effect as 5.3 to 5.8 of this Agreement.
 - 5.8.3 In this clause 5.8, "sub-contract" means a contract between two or more suppliers, at any stage of remoteness from the Authority in a subcontracting chain, made wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of this Agreement.
- 5.9 If any sum of money is recoverable from or payable by the Supplier under the Agreement (including any sum which the Supplier is liable to pay to the Customer in respect of any breach of the Agreement), that sum may be deducted unilaterally by the Customer from any sum then due, or which may come due, to the Supplier under the Agreement or under any other agreement or contract with the Customer. The Supplier shall not be entitled to assert any credit, set-off or counterclaim against the Customer in order to justify withholding payment of any such amount in whole or in part.

6 PREMISES AND EQUIPMENT

- 6.1 If necessary, the Customer shall provide the Supplier with reasonable access at reasonable times to its premises for the purpose of supplying the Services. All equipment, tools and vehicles brought onto the Customer's premises by the Supplier or the Staff shall be at the Supplier's risk.
- 6.2 If the Supplier supplies all or any of the Services at or from the Customer's premises, on completion of the Services or termination or expiry of the Agreement (whichever is the earlier) the Supplier shall vacate the Customer's premises, remove the Supplier's plant, equipment and unused materials and all rubbish arising out of the provision of the Services and leave the Customer's premises in a clean, safe and tidy condition. The Supplier shall be solely responsible for making good any damage to the Customer's premises or any objects contained on the Customer's premises which is

caused by the Supplier or any Staff, other than fair wear and tear.

- 6.3 If the Supplier supplies all or any of the Services at or from its premises or the premises of a third party, the Customer may, during normal business hours and on reasonable notice, inspect and examine the manner in which the relevant Services are supplied at or from the relevant premises.
- 6.4 The Customer shall be responsible for maintaining the security of its premises in accordance with its standard security requirements. While on the Customer's premises the Supplier shall, and shall procure that all Staff shall, comply with all the Customer's security requirements.
- 6.5 Where all or any of the Services are supplied from the Supplier's premises, the Supplier shall, at its own cost, comply with all security requirements specified by the Customer in writing.
- 6.6 Without prejudice to clause 3.2.6, any equipment provided by the Customer for the purposes of the Agreement shall remain the property of the Customer and shall be used by the Supplier and the Staff only for the purpose of carrying out the Agreement. Such equipment shall be returned promptly to the Customer on expiry or termination of the Agreement.
- 6.7 The Supplier shall reimburse the Customer for any loss or damage to the equipment (other than deterioration resulting from normal and proper use) caused by the Supplier or any Staff. Equipment supplied by the Customer shall be deemed to be in a good condition when received by the Supplier or relevant Staff unless the Customer is notified otherwise in writing within 5 Working Days.

7 STAFF AND KEY PERSONNEL

- 7.1 If the Customer reasonably believes that any of the Staff are unsuitable to undertake work in respect of the Agreement, it may, by giving written notice to the Supplier:
- 7.1.1 refuse admission to the relevant person(s) to the Customer's premises;
 - 7.1.2 direct the Supplier to end the involvement in the provision of the Services of the relevant person(s); and/or
 - 7.1.3 require that the Supplier replace any person removed under this clause with another suitably qualified person and procure that any security pass issued by the Customer to the person removed is surrendered,
- and the Supplier shall comply with any such notice.
- 7.2 The Supplier shall:
- 7.2.1 ensure that all Staff are vetted in accordance with the Staff Vetting Procedures;
 - 7.2.2 if requested, provide the Customer with a list of the names and addresses (and any other relevant information) of all persons who may require admission to the Customer's premises in connection with the Agreement; and
 - 7.2.3 procure that all Staff comply with any rules, regulations and requirements reasonably specified by the Customer.
- 7.3 Any Key Personnel shall not be released from supplying the Services without the agreement of the Customer, except by reason of long-term sickness, parental leave and termination of employment or other extenuating circumstances.
- 7.4 Any replacements to the Key Personnel shall be subject to the prior written agreement of the Customer (not to be unreasonably withheld). Such replacements shall be of at

least equal status or of equivalent experience and skills to the Key Personnel being replaced and be suitable for the responsibilities of that person in relation to the Services.

8 ASSIGNMENT AND SUB-CONTRACTING

- 8.1 The Supplier shall not without the written consent of the Customer assign, sub-contract, novate or in any way dispose of the benefit and/ or the burden of the Agreement or any part of the Agreement. The Customer may, in the granting of such consent, provide for additional terms and conditions relating to such assignment, sub-contract, novation or disposal. The Supplier shall be responsible for the acts and omissions of its sub-contractors as though those acts and omissions were its own.
- 8.2 Where the Customer has consented to the placing of sub-contracts, the Supplier shall, at the request of the Customer, send copies of each sub-contract, to the Customer as soon as is reasonably practicable.
- 8.3 The Customer may assign, novate, or otherwise dispose of its rights and obligations under the Agreement without the consent of the Supplier provided that such assignment, novation or disposal shall not increase the burden of the Supplier's obligations under the Agreement.

9 INTELLECTUAL PROPERTY RIGHTS

- 9.1 All intellectual property rights in any materials provided by the Customer to the Supplier for the purposes of this Agreement shall remain the property of the Customer or the respective owner of such intellectual property rights but the Customer hereby grants the Supplier a royalty-free, non-exclusive and non-transferable licence to use such materials as required until termination or expiry of the Agreement for the sole purpose of enabling the Supplier to perform its obligations under the Agreement.
- 9.2 All intellectual property rights in any materials created or developed by the Supplier pursuant to the Agreement or arising as a result of the provision of the Services shall vest in the Customer. If, and to the extent, that any intellectual property rights in such materials vest in the Supplier by operation of law, the Supplier hereby assigns to the Customer by way of a present assignment of future rights that shall take place immediately on the coming into existence of any such intellectual property rights, all its intellectual property rights in such materials (with full title guarantee and free from all third party rights).
- 9.3 The Supplier hereby grants the Customer all of the Intellectual Property Rights in the Supplier Materials which are capable of being assigned (and in the case of copyright, by way of a present assignment of future copyright), together with the right to sue for past infringement of the Intellectual Property Rights in the Supplier's Materials.
- 9.4 The Supplier agrees:
- 9.4.1 at the Customer's request and expense, to take all such actions and execute all such documents as are necessary (in the Customer's reasonable opinion) to enable the Customer to obtain, defend or enforce its rights in the Supplier Materials and Deliverables; and
 - 9.4.2 neither to do nor fail to do any act which would or might prejudice the Customer's rights under this Clause.
 - 9.4.3 To the extent permitted by law, the Supplier shall ensure that all Moral Rights in the Supplier materials are waived. Where it is not lawfully possible to waive Moral Rights, the Supplier agrees not to assert any

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Moral Rights in respect of the Supplier Materials.

- 9.4.4 The Supplier will use its reasonable endeavours to ensure that all Moral Rights in Third Party Materials are waived. Where it is not lawfully possible to waive Moral Rights, the Supplier will work with the owner or creator of the Third Party Materials to procure that Moral Rights are not asserted in respect of Third Party Materials). If the Supplier cannot obtain such waiver of (or agreement not to assert) such Moral Rights in respect of any Third Party Materials, the Agency will notify the Client and will obtain the Customer's Approval prior to incorporating such Third Party Materials into the Deliverables
- 9.5 The Supplier shall indemnify, and keep indemnified, the Customer in full against all costs, expenses, damages and losses (whether direct or indirect), including any interest, penalties, and reasonable legal and other professional fees awarded against or incurred or paid by the Customer as a result of or in connection with any claim made against the Customer for actual or alleged infringement of a third party's intellectual property arising out of, or in connection with, the supply or use of the Services, to the extent that the claim is attributable to the acts or omission of the Supplier or any Staff.
- 9.6 The terms of and obligations imposed by this clause continue after the termination of this call-off contract.
- 9.7 The Supplier will indemnify the Customer in full against all costs, expenses, damages and losses (whether direct or indirect in connection with any claim made against the Customer for actual or alleged infringement of a third party's intellectual property rights in connection with the supply or use of the services, if the claim is attributable to the acts or omission of the Supplier or any of its associates. This indemnity extends to any interest, penalties, and reasonable legal and other professional fees awarded against or incurred or paid by the Customer.

10 GOVERNANCE AND RECORDS

10.1 The Supplier shall:

- 10.1.1 attend progress meetings with the Customer at the frequency and times specified by the Customer and shall ensure that its representatives are suitably qualified to attend such meetings; and
- 10.1.2 submit progress reports to the Customer at the times and in the format specified by the Customer.

- 10.2 The Supplier shall keep and maintain until 6 years after the end of the Agreement, or as long a period as may be agreed between the Parties, full and accurate records of the Agreement including the Services supplied under it and all payments made by the Customer. The Supplier shall on request afford the Customer or the Customer's representatives such access to those records as may be reasonably requested by the Customer in connection with the Agreement.

11 CONFIDENTIALITY, TRANSPARENCY AND PUBLICITY

11.1 Subject to clause 11.2, each Party shall:

- 11.1.1 treat all Confidential Information it receives as confidential, safeguard it accordingly and not disclose it to any other person without the prior written permission of the disclosing Party; and
- 11.1.2 not use or exploit the disclosing Party's Confidential Information in any way

except for the purposes anticipated under the Agreement.

11.2 Notwithstanding clause 11.1, a Party may disclose Confidential Information which it receives from the other Party:

11.2.1 where disclosure is required by applicable law or by a court of competent jurisdiction;

11.2.2 to its auditors or for the purposes of regulatory requirements;

11.2.3 on a confidential basis, to its professional advisers;

11.2.4 to the Serious Fraud Office where the Party has reasonable grounds to believe that the other Party is involved in activity that may constitute a criminal offence under the Bribery Act 2010;

11.2.5 where the receiving Party is the Supplier, to the Staff on a need to know basis to enable performance of the Supplier's obligations under the Agreement provided that the Supplier shall procure that any Staff to whom it discloses Confidential Information pursuant to this clause 11.2.5 shall observe the Supplier's confidentiality obligations under the Agreement; and

11.2.6 where the receiving Party is the Customer:

- (a) on a confidential basis to the employees, agents, consultants and contractors of the Customer;
- (b) on a confidential basis to any other Central Government Body, any successor body to a Central Government Body or any company to which the Customer transfers or proposes to transfer all or any part of its business;
- (c) to the extent that the Customer (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions; or
- (d) in accordance with clause 12.

AND FOR THE PURPOSES OF THE FOREGOING, REFERENCES TO DISCLOSURE ON A CONFIDENTIAL BASIS SHALL MEAN DISCLOSURE SUBJECT TO A CONFIDENTIALITY AGREEMENT OR ARRANGEMENT CONTAINING TERMS NO LESS STRINGENT THAN THOSE PLACED ON THE CUSTOMER UNDER THIS CLAUSE 11.

11.3 The Parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of the Agreement is not Confidential Information and the Supplier hereby gives its consent for the Customer to publish this Agreement in its entirety to the general public (but with any information that is exempt from disclosure in accordance with the FOIA redacted) including any changes to the Agreement agreed from time to time. The Customer may consult with the Supplier to inform its decision regarding any redactions but shall have the final decision in its absolute discretion whether any of the content of the Agreement is exempt from disclosure in accordance with the provisions of the FOIA.

11.4 The Supplier shall not, and shall take reasonable steps to ensure that the Staff shall not, make any press announcement or publicise the Agreement or any part of the Agreement in any way, except with the prior written consent of the Customer.

12 FREEDOM OF INFORMATION

- 12.1 The Supplier acknowledges that the Customer is subject to the requirements of the FOIA and the Environmental Information Regulations 2004 and shall:
- 12.1.1 provide all necessary assistance and cooperation as reasonably requested by the Customer to enable the Customer to comply with its obligations under the FOIA and the Environmental Information Regulations 2004;
 - 12.1.2 transfer to the Customer all Requests for Information relating to this Agreement that it receives as soon as practicable and in any event within 2 Working Days of receipt;
 - 12.1.3 provide the Customer with a copy of all Information belonging to the Customer requested in the Request for Information which is in its possession or control in the form that the Customer requires within 5 Working Days (or such other period as the Customer may reasonably specify) of the Customer's request for such Information; and
 - 12.1.4 not respond directly to a Request for Information unless authorised in writing to do so by the Customer.
- 12.2 The Supplier acknowledges that the Customer may be required under the FOIA and the Environmental Information Regulations 2004 to disclose Information concerning the Supplier or the Services (including commercially sensitive information) without consulting or obtaining consent from the Supplier. In these circumstances the Customer shall, in accordance with any relevant guidance issued under the FOIA, take reasonable steps, where appropriate, to give the Supplier advance notice, or failing that, to draw the disclosure to the Supplier's attention after any such disclosure.
- 12.3 Notwithstanding any other provision in the Agreement, the Customer shall be responsible for determining in its absolute discretion whether any Information relating to the Supplier or the Services is exempt from disclosure in accordance with the FOIA and/or the Environmental Information Regulations 2004.

13 PROTECTION OF PERSONAL DATA AND SECURITY OF DATA

- 13.1 The Parties acknowledge that for the purposes of the Data Protection Legislation the only processing that the Supplier is authorised to do is listed in Annex 5 (Processing Personal Data) by the Customer and may not be determined by the Supplier.
- 13.2 The Parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Controller and the Supplier is the Processor. The only processing that the Supplier is authorised to do is listed in Schedule 8 (Processing Personal Data) by the Customer and may not be determined by the Supplier.
- 13.3 The Supplier shall notify the Customer immediately if it considers that any of the Customer's instructions infringe the Data Protection Legislation.
- 13.4 The Supplier shall provide all reasonable assistance to the Customer in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Customer, include:
- 13.4.1 a systematic description of the envisaged processing operations and the purpose of the processing;
 - 13.4.2 an assessment of the necessity and proportionality of the processing operations in relation to the Services;

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- 13.4.3 an assessment of the risks to the rights and freedoms of Data Subjects; and
- 13.4.4 the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
- 13.5 The Supplier shall, in relation to any Personal Data processed in connection with its obligations under this Call-off Contract:
- 13.5.1 process that Personal Data only in accordance with Schedule 8 (Processing Personal Data), unless the Supplier is required to do otherwise by Law. If it is so required the Supplier shall promptly notify the Customer before processing the Personal Data unless prohibited by Law;
- 13.5.2 ensure that it has in place Protective Measures which have been reviewed and approved by the Customer as appropriate to protect against a Data Loss Event having taken account of the:
- 13.5.2.1 nature of the data to be protected;
- 13.5.2.2 harm that might result from a Data Loss Event;
- 13.5.2.3 state of technological development; and
- 13.5.2.4 cost of implementing any measures;
- 13.5.3 ensure that :
- 13.5.3.1 the Supplier Personnel do not process Personal Data except in accordance with this Call-off Contract (and in particular Schedule 8 (Processing Personal Data));
- 13.5.3.2 it takes all reasonable steps to ensure the reliability and integrity of any Supplier Personnel who have access to the Personal Data and ensure that they:
- 13.5.3.3 are aware of and comply with the Supplier's duties under this Clause;
- 13.5.3.4 are subject to appropriate confidentiality undertakings with the Supplier or any Sub-processor;
- 13.5.3.5 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 Customer or as otherwise permitted by this Call-off Contract; and
- 13.5.3.6 have undergone adequate training in the use, care, protection and handling of Personal Data;
- 13.5.4 not transfer Personal Data outside of the EU unless the prior written consent of the Customer has been obtained and the following conditions are fulfilled:
- 13.5.4.1 the Customer or the Supplier has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Customer;

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- 13.5.4.2 the Data Subject has enforceable rights and effective legal remedies;
- 13.5.4.3 the Supplier 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 Customer in meeting its obligations); and
- 13.5.4.4 the Supplier complies with any reasonable instructions notified to it in advance by the Customer with respect to the processing of the Personal Data;
- 13.5.5 at the written direction of the Customer, delete or return Personal Data (and any copies of it) to the Customer on termination of the this Contract unless the Supplier is required by Law to retain the Personal Data.
- 13.6 Subject to Clause 13.8, the Supplier shall notify the Customer immediately if it:
- 13.6.1 receives a Data Subject Access Request (or purported Data Subject Access Request);
- 13.6.2 receives a request to rectify, block or erase any Personal Data;
- 13.6.3 receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
- 13.6.4 receives any communication from the Information Commissioner or any other regulatory authority's in connection with Personal Data processed under this Call-off Contract;
- 13.6.5 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
- 13.6.6 becomes aware of a Data Loss Event.
- 13.7 The Supplier's obligation to notify under Clause 13.6 shall include the provision of further information to the Customer in phases, as details become available.
- 13.8 Taking into account the nature of the processing, the Supplier shall provide the Customer with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under Clause 29.6 (and insofar as possible within the timescales reasonably required by the Customer) including by promptly providing:
- 13.8.1 the Customer with full details and copies of the complaint, communication or request;
- 13.8.2 such assistance as is reasonably requested by the Customer to enable the Customer to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
- 13.8.3 the Customer, at its request, with any Personal Data it holds in relation to a Data Subject;
- 13.8.4 assistance as requested by the Customer following any Data Loss Event;
- 13.8.5 assistance as requested by the Customer with respect to any request from the Information Commissioner's Office, or any consultation by the

Customer with the Information Commissioner's Office.

- 13.9 The Supplier shall maintain complete and accurate records and information to demonstrate its compliance with this Clause. This requirement does not apply where the Supplier employs fewer than 250 staff, unless:
- 13.9.1 the Customer determines that the processing is not occasional;
 - 13.9.2 the Customer determines the processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; and
 - 13.9.3 the Customer determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.
- 13.10 The Supplier shall allow for audits of its Data Processing activity by the Customer or the Customer's designated auditor.
- 13.11 Before allowing any Sub-processor to process any Personal Data related to this Call-off Contract, the Supplier must:
- 13.11.1 notify the Customer in writing of the intended Sub-processor and processing;
 - 13.11.2 obtain the written consent of the Customer;
 - 13.11.3 enter into a written agreement with the Sub-processor which give effect to the terms set out in this Clause 13.12 such that they apply to the Sub-processor; and
 - 13.11.4 provide the Customer with such information regarding the Sub-processor as the Customer may reasonably require.
- 13.12 The Supplier shall remain fully liable for all acts or omissions of any Sub-processor.
- 13.13 The Supplier may, at any time on not less than 30 Working Days' notice, revise this Clause 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 this Call-off Contract).
- 13.14 The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Customer may on not less than 30 Working Days' notice to the Supplier amend this Call-off Contract to ensure that it complies with any guidance issued by the Information Commissioner's Office.

14 LIABILITY

- 14.1 The Supplier shall not be responsible for any injury, loss, damage, cost or expense suffered by the Customer if and to the extent that it is caused by the negligence or wilful misconduct of the Customer or by breach by the Customer of its obligations under the Agreement.
- 14.2 Subject always to clauses 14.3 and 14.4:
- 14.2.1 the aggregate liability of the Supplier in respect of all defaults, claims, losses or damages howsoever caused, whether arising from breach of the Agreement, the supply or failure to supply of the Services, misrepresentation (whether tortious or statutory), tort (including negligence), breach of statutory duty or otherwise shall in no event exceed a sum equal to 125% of the Charges paid or

payable to the Supplier; and

14.2.2 except in the case of claims arising under clauses 9.4 and 18.3, in no event shall the Supplier be liable to the Customer for any:

- (a) loss of profits;
- (b) loss of business;
- (c) loss of revenue;
- (d) loss of or damage to goodwill;
- (e) loss of savings (whether anticipated or otherwise); and/or
- (f) any indirect, special or consequential loss or damage.

14.3 Nothing in the Agreement shall be construed to limit or exclude either Party's liability for:

- 14.3.1 death or personal injury caused by its negligence or that of its Staff;
- 14.3.2 fraud or fraudulent misrepresentation by it or that of its Staff; or
- 14.3.3 any other matter which, by law, may not be excluded or limited.

14.4 The Supplier's liability under the indemnity in clause 9.4 and 18.3 shall be unlimited.

15 FORCE MAJEURE

Neither Party shall have any liability under or be deemed to be in breach of the Agreement for any delays or failures in performance of the Agreement which result from circumstances beyond the reasonable control of the Party affected. Each Party shall promptly notify the other Party in writing when such circumstances cause a delay or failure in performance and when they cease to do so. If such circumstances continue for a continuous period of more than two months, either Party may terminate the Agreement by written notice to the other Party.

16 TERMINATION

16.1 The Customer may terminate the Agreement at any time by notice in writing to the Supplier to take effect on any date falling at least 1 month (or, if the Agreement is less than 3 months in duration, at least 10 Working Days) later than the date of service of the relevant notice.

16.2 Without prejudice to any other right or remedy it might have, the Customer may terminate the Agreement by written notice to the Supplier with immediate effect if the Supplier:

- 16.2.1 (without prejudice to clause 16.2.5), is in material breach of any obligation under the Agreement which is not capable of remedy;
- 16.2.2 repeatedly breaches any of the terms and conditions of the Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms and conditions of the Agreement;
- 16.2.3 is in material breach of any obligation which is capable of remedy, and that breach is not remedied within 30 days of the Supplier receiving notice specifying the breach and requiring it to be remedied;
- 16.2.4 undergoes a change of control within the meaning of section 416 of the Income and Corporation Taxes Act 1988;
- 16.2.5 breaches any of the provisions of clauses 7.2, 11, 12, 13 and 17;

-
- 16.2.6 becomes insolvent, or if an order is made or a resolution is passed for the winding up of the Supplier (other than voluntarily for the purpose of solvent amalgamation or reconstruction), or if an administrator or administrative receiver is appointed in respect of the whole or any part of the Supplier's assets or business, or if the Supplier makes any composition with its creditors or takes or suffers any similar or analogous action (to any of the actions detailed in this clause 16.2.6) in consequence of debt in any jurisdiction; or
- 16.2.7 fails to comply with legal obligations in the fields of environmental, social or labour law.
- 16.3 The Supplier shall notify the Customer as soon as practicable of any change of control as referred to in clause 16.2.4 or any potential such change of control.
- 16.4 The Supplier may terminate the Agreement by written notice to the Customer if the Customer has not paid any undisputed amounts within 90 days of them falling due.
- 16.5 Termination or expiry of the Agreement shall be without prejudice to the rights of either Party accrued prior to termination or expiry and shall not affect the continuing rights of the Parties under this clause and clauses 2, 3.2, 6.1, 6.2, 6.6, 6.7, 7, 9, 10.2, 11, 12, 13, 14, 16.6, 17.4, 18.3, 19 and 20.7 or any other provision of the Agreement that either expressly or by implication has effect after termination.
- 16.6 Upon termination or expiry of the Agreement, the Supplier shall:
- 16.6.1 give all reasonable assistance to the Customer and any incoming supplier of the Services; and
- 16.6.2 return all requested documents, information and data to the Customer as soon as reasonably practicable.
- 17 COMPLIANCE**
- 17.1 The Supplier shall promptly notify the Customer of any health and safety hazards which may arise in connection with the performance of its obligations under the Agreement. The Customer shall promptly notify the Supplier of any health and safety hazards which may exist or arise at the Customer's premises and which may affect the Supplier in the performance of its obligations under the Agreement.
- 17.2 The Supplier shall:
- 17.2.1 comply with all the Customer's health and safety measures while on the Customer's premises; and
- 17.2.2 notify the Customer immediately in the event of any incident occurring in the performance of its obligations under the Agreement on the Customer's premises where that incident causes any personal injury or damage to property which could give rise to personal injury.
- 17.3 The Supplier shall:
- 17.3.1 perform its obligations under the Agreement in accordance with all applicable equality Law and the Customer's equality and diversity policy as provided to the Supplier from time to time; and
- 17.3.2 take all reasonable steps to secure the observance of clause 17.3.1 by all Staff.
- 17.4 The Supplier shall supply the Services in accordance with the Customer's environmental policy as provided to the Supplier from time to time.

17.5 The Supplier shall comply with, and shall ensure that its Staff shall comply with, the provisions of:

17.5.1 the Official Secrets Acts 1911 to 1989; and

17.5.2 section 182 of the Finance Act 1989.

18 PREVENTION OF FRAUD AND CORRUPTION

18.1 The Supplier shall not offer, give, or agree to give anything, to any person an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of the Agreement or for showing or refraining from showing favour or disfavour to any person in relation to the Agreement.

18.2 The Supplier shall take all reasonable steps, in accordance with good industry practice, to prevent fraud by the Staff and the Supplier (including its shareholders, members and directors) in connection with the Agreement and shall notify the Customer immediately if it has reason to suspect that any fraud has occurred or is occurring or is likely to occur.

18.3 If the Supplier or the Staff engages in conduct prohibited by clause 18.1 or commits fraud in relation to the Agreement or any other contract with the Crown (including the Customer) the Customer may:

18.3.1 terminate the Agreement and recover from the Supplier the amount of any loss suffered by the Customer resulting from the termination, including the cost reasonably incurred by the Customer of making other arrangements for the supply of the Services and any additional expenditure incurred by the Customer throughout the remainder of the Agreement; or

18.3.2 recover in full from the Supplier any other loss sustained by the Customer in consequence of any breach of this clause.

19 DISPUTE RESOLUTION

19.1 The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the Agreement and such efforts shall involve the escalation of the dispute to an appropriately senior representative of each Party.

19.2 If the dispute cannot be resolved by the Parties within one month of being escalated as referred to in clause 19.1, the dispute may by agreement between the Parties be referred to a neutral adviser or mediator (the "**Mediator**") chosen by agreement between the Parties. All negotiations connected with the dispute shall be conducted in confidence and without prejudice to the rights of the Parties in any further proceedings.

19.3 If the Parties fail to appoint a Mediator within one month, or fail to enter into a written agreement resolving the dispute within one month of the Mediator being appointed, either Party may exercise any remedy it has under applicable law.

20 GENERAL

20.1 Each of the Parties represents and warrants to the other that it has full capacity and authority, and all necessary consents, licences and permissions to enter into and perform its obligations under the Agreement, and that the Agreement is executed by its duly authorised representative.

20.2 A person who is not a party to the Agreement shall have no right to enforce any of its provisions which, expressly or by implication, confer a benefit on him, without the prior

written agreement of the Parties.

- 20.3 The Agreement cannot be varied except in writing signed by a duly authorised representative of both the Parties.
- 20.4 The Agreement contains the whole agreement between the Parties and supersedes and replaces any prior written or oral agreements, representations or understandings between them. The Parties confirm that they have not entered into the Agreement on the basis of any representation that is not expressly incorporated into the Agreement. Nothing in this clause shall exclude liability for fraud or fraudulent misrepresentation.
- 20.5 Any waiver or relaxation either partly, or wholly of any of the terms and conditions of the Agreement shall be valid only if it is communicated to the other Party in writing and expressly stated to be a waiver. A waiver of any right or remedy arising from a breach of contract shall not constitute a waiver of any right or remedy arising from any other breach of the Agreement.
- 20.6 The Agreement shall not constitute or imply any partnership, joint venture, Supplier, fiduciary relationship or other relationship between the Parties other than the contractual relationship expressly provided for in the Agreement. Neither Party shall have, nor represent that it has, any authority to make any commitments on the other Party's behalf.
- 20.7 Except as otherwise expressly provided by the Agreement, all remedies available to either Party for breach of the Agreement (whether under the Agreement, statute or common law) are cumulative and may be exercised concurrently or separately, and the exercise of one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.
- 20.8 If any provision of the Agreement is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from the Agreement and rendered ineffective as far as possible without modifying the remaining provisions of the Agreement, and shall not in any way affect any other circumstances of or the validity or enforcement of the Agreement.

21 NOTICES

- 21.1 Any notice to be given under the Agreement shall be in writing and may be served by personal delivery, first class recorded or, subject to clause 21.3, e-mail to the address of the relevant Party set out in the Award Letter, or such other address as that Party may from time to time notify to the other Party in accordance with this clause:
- 21.2 Notices served as above shall be deemed served on the Working Day of delivery provided delivery is before 5.00pm on a Working Day. Otherwise delivery shall be deemed to occur on the next Working Day. An email shall be deemed delivered when sent unless an error message is received.
- 21.3 Notices under clauses 15 (Force Majeure) and 16 (Termination) may be served by email only if the original notice is then sent to the recipient by personal delivery or recorded delivery in the manner set out in clause 21.1.

22 GOVERNING LAW AND JURISDICTION

The validity, construction and performance of the Agreement, and all contractual and non-contractual matters arising out of it, shall be governed by English law and shall be subject to the exclusive jurisdiction of the English courts to which the Parties submit.

ANNEX 2 – PRICE SCHEDULE

Supplier invoicing requirements will be in line with standard Cabinet Office processes. Payment will be made monthly in arrears in line with the rate card below. Before payment can be considered, each invoice must include a detailed elemental breakdown of work completed and the associated costs.

Rate Card

REDACTED

Rates are inclusive of all travel and subsistence costs. The total contract value shall not exceed £300,000.00 (including all expenses but excluding VAT) including all extension options.

ANNEX 3 – STATEMENT OF REQUIREMENT

1. DEFINITIONS

Expression or Acronym	Definition
CO	Means: Cabinet Office

2. SCOPE OF REQUIREMENT

- 2.1 Given the complexity of the list of issues the Inquiry is responsible for considering, it requires the services of a Supplier with an in depth understanding of how the legal process of an Inquiry operates, a firm grasp of the Inquiries Act and the related Inquiries rules; as well as a full understanding of the scope of the Inquiry and the differing interests, including the specialist sector press.
- 2.2 These services will be required both remotely and at the site of the hearings and consist of personnel with particular expertise in their field to support the civil servants working on the Inquiry.
- 2.3 Media services shall include the provision of all necessary equipment to support these services as necessary.
- 2.4 Core Activities provided by the Supplier as part of this contract shall include but are not limited to
- 2.4.1 Media relations advice triaged by Deputy Secretary to Inquiry and Head of External Affairs;
 - 2.4.2 Ongoing strategic communications advice;
 - 2.4.3 Limited cover for press line/press office as needed (with minimum 24 hours' notice)
 - 2.4.4 Ongoing media and stakeholder monitoring
 - 2.4.5 Production of weekly media narrative tracker with related analysis
 - 2.4.6 The Supplier will not handle media / liaise with journalists unless tasked as above.
 - 2.4.7 **Additional requirements** of training sessions, workshops for Inquiry staff and other pre-planned communications advice/support to be delivered through "surge support".

3. THE REQUIREMENT

- 3.1 The Customer requires ongoing **specialist inquiry strategic communications advice and professional media services** to support the Inquiry's operations until the anticipated completion of Phase 1 evidence-gathering. The Supplier shall sign

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Agreement Annexes - Services

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confidentiality agreements and not do anything that may compromise the integrity or requirements of the legal process of the Inquiry.

- 3.2 The Supplier will attend and participate in quarterly Contract review meetings throughout the duration of the Contract. The Customer will notify the Supplier of the meetings which will be arranged at a time and place agreed by both parties.

4. COLLABORATIVE AND FLEXIBLE APPROACH

- 4.1 The Customer shall adopt a collaborative working approach with the Supplier e.g. reviewing and confirming requirements for the initial hearing as a first step, iterative piloting/testing/revision of service as appropriate, and learning lessons for subsequent media engagement.

5. KEY MILESTONES

- 5.1 Ongoing strategic communications support to the Inquiry to support its operations until the anticipated completion of Phase 1 evidence-gathering by reference to the key milestones of the Inquiry timetable in the attached link: https://www.grenfelltowerinquiry.org.uk/sites/default/files/inline-files/ProgrammeFont12.pptx_0.pdf

6. CUSTOMER'S RESPONSIBILITIES

- 6.1 The Customer is responsible for agreeing a date for the implementation meeting between the Inquiry media team and the Supplier.
- 6.2 The Customer is to agree an implementation meeting with the Supplier; to discuss design, setup, any equipment and Supplier personnel that will be deployed to the hearing locations, within one (1) week of Contract Award.

7. REPORTING

- 7.1 The Supplier shall:
- 7.1.1 keep an up-to-date log of the services provided at all times with changes recorded;
 - 7.1.2 provide regular progress reports in an agreed format during a delivery period; and
 - 7.1.3 provide any training and supporting documentation to the Inquiry, if required or necessary.
- 7.2 All documentation should be written in plain English and delivered according to the agreed implementation plans.

8. CONTINUOUS IMPROVEMENT

- 8.1 The Supplier will be expected to continually improve the way in which the required Services are to be delivered throughout the Contract duration.

8.2 The Supplier should present new ways of working to the Customer during quarterly Contract review meetings throughout the Contract duration.

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

9. STAFF AND CUSTOMER SERVICE

9.1 The Supplier shall provide a sufficient level of resource throughout the duration of the Provision of Professional Media Services Contract in order to consistently deliver a quality service to all Parties.

9.2 The Supplier's staff assigned to the Provision of Professional Media Services Contract shall have the relevant qualifications and experience to deliver the Contract.

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

10. SERVICE LEVELS AND PERFORMANCE:

10.1 The Customer will measure the quality of the Supplier's delivery by:

KPI/SLA	Service Area	KPI/SLA description	Target
1	Weekly Media Narrative Tracker	Delivered weekly each Friday by close of play (17:00)	100%
2	Media and Communications Advice	Strategic handling and media advice delivered to agreed deadlines with Inquiry leads.	100%
3	Media awareness and training support	Specialist training sessions for senior leads and the wider Inquiry team.	As required - sessions to take place within 2 weeks of request

10.2 Where a Supplier fails the KPIs above (2 consecutive failures in any rolling 4 month period), the Customer will, in the first instance, seek a mutually agreeable resolution with the Supplier via a service improvement plan. Where the Supplier fails to provide a Service Improvement Plan or fails to deliver the agreed Service Improvement Plan to the required standard, the Customer reserves the right to seek early termination of the Contract in accordance with the procedures set out within the terms and conditions.

11. QUALITY STANDARDS

11.1 The Services shall be provided in consideration of the Inquiries Act 2005 and in line with the legal requirement set out in this Act.

12. INTELLECTUAL PROPERTY RIGHTS (IPR)

12.1 The copyright of all content created and used in the provision of the services is all Crown Copyright and belongs to the Inquiry.

13. ADDITIONAL INFORMATION

13.1 All information stored by the Supplier during and after this period is owned by the Authority and should be included in any handover at the end of the contractual period.

13.2 The Supplier will be required to adhere to the GDPR legislation throughout the delivery of this contract.

14. LOCATION

14.1 The location of the services will be carried out at Holborn Bars, remotely and other venue(s) to be confirmed upon to the Supplier.

ANNEX 4 – CHANGE CONTROL FORMS

CHANGE CONTROL NOTICE (CCN)

Contract Title:	Contract for the Provision of professional media services (The Contract)		
Contract Reference:	CCCS18A05	Contract Change Number:	
Date CCN issued:		Date Change Effective from:	

Between: The Grenfell Tower Inquiry (The Authority) and Crest Communications Limited (The Supplier)

1. The Contract is varied as follows:

1.1. [Detail and number the variations/changes to the Contract. State the relevant Contract Schedule, paragraph and heading numbers, to ensure there is no ambiguity.]

1.2. [For Contract extensions; ensure there is sufficient budget remaining within the Contract value to support the extension period, if so, please use the following wording:]

The Contract is extended for a period of [insert extension period] from [Insert commencement date of Contract extension] to [insert end date of contract extension]
[Delete Heading 1.2 if the Contract is not being extended]

1.2.1. An option to extend for a further [insert any remaining extension option] exists within the Contract. [Delete if all extension options have been utilised]

2. Words and expressions in this Change Control Notice shall have the meanings given to them in the Contract.

3. The Contract, including any previous Contract changes, authorised in writing by both Parties, shall remain effective and unaltered except as amended by this Change Control Notice.

Change authorised to proceed
by: (Authority's representative)

Signature

Print Name and Job Title

Date

Authorised for and
on behalf of the
Supplier:

Signature

Print Name and Job Title

Date

Authorised for and
on behalf of the
Authority:

Signature

Print Name and Job Title

Date

ANNEX 5 –PROCESSING PERSONAL DATA

1. The contact details of the Customers Data Protection Officer are:

REDACTED

2. The contract details of the Supplier’s Data Protection Officer are:

REDACTED

3. The Processor shall comply with any further written instructions with respect to processing by the Controller.

4. Any such further instructions shall be incorporated into this Annex

Description Of Authorised Processing	Details
Identity of the Controller and Processor	<p>The Parties acknowledge that for the purposes of the Data Protection Legislation, the Grenfell Tower Inquiry is the Controller and the Supplier is the Processor</p> <p>The Parties will comply with the Data Protection Legislation and agree that the Grenfell Tower Inquiry is the Controller and the Supplier is the Processor. The only Processing the Supplier is authorised to do is listed below unless Law requires otherwise (in which case the Supplier will promptly notify the Buyer of any additional Processing if permitted by Law).</p>
Subject matter of the processing	<p>Subject matter of the processing: The principal purposes for which the Inquiry collects and processes subject matter, including personal data, are: (1) the effective conduct of the public inquiry into the events surrounding the Grenfell Tower fire of 14 June 2017, and (2) to discharge the Inquiry’s duties pursuant to the legal obligations stipulated in the Inquiries Act 2005. This will typically include processing the personal data of:</p> <ul style="list-style-type: none"> • Core Participants in the Inquiry, within the meaning of the Inquiries Act 2005; • Other witnesses providing evidence to the Inquiry who are not core participants within the meaning of the Inquiries Act 2005, including Expert Witnesses appointed by the Inquiry; and • Members of the public.

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Duration of the processing	Duration of the processing: Personal data will be processed by the Inquiry until the conclusion of the Inquiry. The exact duration is to be determined but is expected to be until at least the middle of 2020. Upon completion of the Inquiry there will be a process of archiving in accordance with the Public Record Act 1958.
Nature and purposes of the processing	<p>The Grenfell Tower Inquiry is a public inquiry established under the Inquiries Act 2005. It is investigating the matters set out in its Terms of Reference by means of a legal process within the framework of the Inquiries Act 2005 and the Inquiry Rules 2006.</p> <p>In order to discharge its duties pursuant to the Inquiries Act 2005 and for the effective conduct of the Inquiry into the events surrounding the Grenfell Tower fire of 14 June 2017 the Inquiry must collect and process personal data for the purposes of its investigations and to enable it to carry out its work.</p> <p>The nature of the processing envisaged under the specific service under consideration is:</p> <p>(1) to provide an electronic platform for the storing, reviewing, analysing and the sharing externally (disclosing) of documents and information containing personal data provided to the Inquiry, in line with its processes for handling personal information.</p> <p>(2) to create sharefile folders to enable the sharing of drafts and documents (which may contain personal data) between members of the Inquiry team, Counsel to the Inquiry and Experts Witnesses appointed by the Inquiry. The personal data being processed will primarily be that which has been submitted to the Inquiry following a request from relevant individuals or organisations (through a “Rule 9’ letter’) or data submitted voluntarily, for example in a witness statement.</p> <p>This processing will include inter alia the collection, recording, organisation, structuring, storage, adaptation, alteration, retrieval, consultation, use, disclosure by transmission, electronic dissemination, alignment and/or combination and restriction of personal data.</p> <p>All personal information received by the Inquiry is handled fairly and lawfully in accordance with data protection legislation.</p> <p>The purposes for the processing of data by the Inquiry include:</p> <p>(1) to gather evidence as part of the Inquiry’s investigation;</p> <p>(2) to facilitate access to the Inquiry;</p> <p>(3) to enable witnesses to give evidence; and</p> <p>(4) to communicate with stakeholders and keep the public updated on the progress of the Inquiry.</p> <p>Personal information may also be used by the Inquiry to comply with the law and with contracts that the Inquiry has entered into.</p>

	<p>The lawful basis for this processing is set out in the Inquiry's Privacy Notice. This basis principally comprises statutory obligations under Article 6(1)(e) of the General Data Protection Regulation (GDPR) - 'processing that is necessary for the performance of a task carried out in the public interest or in the exercise of official authority vested in the controller' - and Article 6(1)(c) GDPR - 'processing necessary for compliance with a legal obligation.'</p>
Type of Personal Data	<p>The following is a non-exhaustive list of categories of personal data that are processed in relation to the Inquiry's core function:</p> <p>Personal data – this is typically biographical data such as:</p> <ul style="list-style-type: none"> • name, • date of birth, • personal description, • contact details, such as email addresses and telephone numbers, • still images, voice and video recordings, which includes 999 calls made to the emergency services and closed circuit television. <p>In addition, personal data may also include special category data – typically this includes data relating to:</p> <ul style="list-style-type: none"> • health, • race/ethnicity, • religious beliefs and • Trade Union membership. <p>Some special category data may relate to children.</p> <p>Additionally some personal data relating to criminal convictions and offences may also be processed.</p>
Categories of Data Subject	<p>Data subject categories typically include:</p> <ul style="list-style-type: none"> • Core Participants in the Inquiry, within the meaning of the Inquiries Act 2005; • Other witnesses providing evidence to the Inquiry who are not core participants within the meaning of the Inquiries Act 2005, including Expert Witnesses appointed by the Inquiry; • Members of the Public.
	<p>Plan for return or destruction of the data once the Processing is complete UNLESS requirement under union or member state law to preserve that type of data: Data will be retained until the Inquiry has concluded. Once this has occurred, data, including personal data, that is not required for archiving purposes will be destroyed. This destruction must be undertaken and confirmed by the</p>

	<p>Supplier to the Buyer in a manner which provides sufficient assurance that it has been completed satisfactorily and irrevocably.</p> <p>Some of the personal data held by the Inquiry will be transferred for the purposes of retention of Inquiry records by the National Archives in accordance with the UK Public Records Act 1958.</p>
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