



Department for
International Trade

Centre for Economic Policy Research
2nd Floor
33 Great Sutton Street
London
EC1V 0DX

Our ref: CR_1199
Date: 06/07/2021

Dear Centre for Economic Policy Research,

Award of Agreement: Computable General Equilibrium (CGE) Analysis of a UK-Mercosur Free Trade Agreement (FTA)

This letter (Award Letter) and Agreement set out the terms of the Agreement between The Secretary of State for the Department for International Trade as the Customer and Centre for Economic Policy Research as the Contractor for the provision of the Services. Unless the context otherwise requires, capitalised expressions used in this Award Letter have the same meanings as in the terms and conditions of the Agreement. In the event of any conflict between this Award Letter and the Agreement, this Award Letter shall prevail. Please do not attach any Contractor's terms and conditions to this Award Letter as they will not be accepted by the Customer and may delay conclusion of the Agreement.

For the purposes of the Agreement, the Customer and the Contractor agree as follows:

- 1) The charges for the Services shall be as set out in Appendix 2 of the Agreement
- 2) The Specification of the Services to be supplied as set out in Appendix 1 of the Agreement.
- 3) The Term shall have deemed to commence on 12/07/2021 and the Expiry Date shall be 15/10/2021.
- 4) The address for notices of the Parties are:

Customer

Department for International Trade
Old Admiralty Building
London
SW1A 2BL

Contractor

Centre for Economic Policy Research
2nd Floor
33 Great Sutton Street
London
EC1V 0DX



Department for
International Trade

Attention: [THIS TEXT IS REDACTED]

Attention: [THIS TEXT IS REDACTED]

Email: [THIS TEXT IS REDACTED]

Email: [THIS TEXT IS REDACTED]

- 5) The following persons are Key Personnel for the purposes of the Agreement:

[THIS TEXT IS REDACTED]

- 6) The Customer may require the Contractor to ensure that any person employed in the provision of the Services has undertaken a Disclosure and Barring Service check. The Contractor shall ensure that no person who discloses that he/she has a conviction that is relevant to the nature of the Services, relevant to the work of the Customer, or is of a type otherwise advised by the Customer (each such conviction a “**Relevant Conviction**”), or is found by Contractor to have a Relevant Conviction (whether as a result of a police check, a Disclosure and Barring Service check or otherwise) is employed or engaged in the provision of any part of the Services.

Payment

All invoices should be sent, quoting a valid purchase order number (PO Number), to:

[THIS TEXT IS REDACTED]

Email : [THIS TEXT IS REDACTED] Telephone: [THIS TEXT IS REDACTED]

Within ten (10) Working Days of receipt of your acceptance of this letter, we will send you a unique PO Number. You must be in receipt of a valid PO Number before submitting an invoice.

To avoid delay in payment it is important that the invoice is compliant and that it includes a valid PO Number, PO Number item number (if applicable) and the details (name and telephone number) of your Customer contact (i.e. Contract Manager). Non-compliant invoices will be sent back to you, which may lead to a delay in payment. If you have a query regarding an outstanding payment please contact our Accounts Payable section either by email to [THIS TEXT IS REDACTED] or by telephone [THIS TEXT IS REDACTED] between 08:30-17:00 Monday to Friday.



Department for
International Trade

Liaison

For general liaison your contact will continue to be [THIS TEXT IS REDACTED]

We thank you for your co-operation to date, and look forward to forging a successful working relationship resulting in a smooth and successful delivery of the Services. Please confirm your acceptance of the award of this Agreement by signing and returning the enclosed copy of this letter to [THIS TEXT IS REDACTED] at the address shown below within seven (7) days from the date of this letter. No other form of acknowledgement will be accepted. Please remember to quote the reference number above in any future communications relating to this Agreement.

Yours sincerely

[THIS TEXT IS REDACTED]

Commercial Team
Commercial, Finance and Corporate Services
Department for International Trade
3 Whitehall Place
Westminster
London SW1A 2HP

E-mail: [THIS TEXT IS REDACTED]



Department for
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We accept the terms set out in this letter and Agreement

Signed for and on behalf of Centre for Economic Policy Research

Name: [THIS TEXT IS REDACTED]

Job Title: [THIS TEXT IS REDACTED]

Signature: [THIS TEXT IS REDACTED]

Date: 9 July 2021

Signed for and on behalf of the Department for International Trade

Name: [THIS TEXT IS REDACTED]

Job Title: [THIS TEXT IS REDACTED]

Signature: [THIS TEXT IS REDACTED]

Date: 14/7/2021



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Short Form Contract

**Contract for the delivery of Computable
General Equilibrium (CGE) Analysis of a UK-
Mercosur Free Trade Agreement (FTA)
Services by Centre for Economic Policy
Research to the Department for International
Trade**

Ref: CR_1199

06/07/2021



1. Interpretation

1.1 In these terms and conditions:

Term	Description
“Agreement”	means the contract between (i) the Customer acting as part of the Crown and (ii) the Contractor constituted by the Contractor’s acceptance of the Award Letter;
“Award Letter”	means the letter from the Customer to the Contractor printed above these terms and conditions;
“Central Government Body”	<p>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:</p> <p>Government Department;</p> <p>Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);</p> <p>Non-Ministerial Department; or</p> <p>Executive Agency;</p>
“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;
“Contractor”	means the person named as Contractor in the Award Letter;



“Controller”	take the meaning given in the GDPR
“Customer”	means the person identified in the letterhead of the Award Letter;
“Data Loss Event”	any event that results, or may result, in unauthorised access to Personal Data held by the Processor under this Agreement, and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach;
“Data Protection Impact Assessment”	an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data;
“Data Protection Legislation”	i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the Data Protection Act (DPA) 2018 to the extent that it relates to processing of personal data and privacy; (iii) all applicable Law about the processing of personal data and privacy;
“Data Protection Officer”	take the meaning given in the GDPR;
“Data Subject”	take the meaning given in the GDPR;
“Data Subject Request”	a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;
“FOIA”	means the Freedom of Information Act 2000;
“Force Majeure”	means any event outside the reasonable control of either Party affecting its performance of its obligations under this Agreement arising from acts, events, omissions, happenings or non-happenings beyond its reasonable control, including acts of God, riots, war or armed conflict, acts of terrorism, acts of government, local government or regulatory bodies, fire, flood, storm or earthquake, or disaster but excluding any industrial dispute relating to the Supplier or its Personnel or any other failure in the Supplier’s or a Sub-contractor’s supply chain;



“GDPR”	the General Data Protection Regulation (<i>Regulation (EU) 2016/679</i>);
“Information”	has the meaning given under section 84 of the FOIA;
“Joint Controllers”	where two or more Controllers jointly determine the purposes and means of processing;
“Law”	means any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the Processor is bound to comply;
“LED”	Law Enforcement Directive (<i>Directive (EU) 2016/680</i>);
“Party”	the Contractor or the Customer (as appropriate) and “Parties” shall mean both of them;
“Personal Data”	take the meaning given in the GDPR;
“Personal Data Breach”	take the meaning given in the GDPR;
“Processor”	take the meaning given in the GDPR;
“Processor Personnel”	means all directors, officers, employees, agents, consultants and contractors of the Processor and/or of any Sub-Processor engaged in the performance of its obligations under this Agreement;
“Protective Measures”	appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly



Department for
International Trade

	assessing and evaluating the effectiveness of the such measures adopted by it including those outlined in Schedule 1;
“Purchase Order Number”	means the Customer’s unique number relating to the order for Goods to be supplied by the Contractor to the Customer in accordance with the terms of the Agreement;
“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 Contractor to the Customer under the Agreement;
“Specification”	means the specification for the Services to be supplied by the Contractor to the Customer as specified in the Award Letter;
“Staff”	means all directors, officers, employees, agents, consultants and contractors of the Contractor and/or of any sub-contractor of the Contractor engaged in the performance of the Contractor’s obligations under the Agreement;
“Staff Vetting Procedures”	means vetting procedures that accord with good industry practice or, where applicable, the Customer’s procedures for the vetting of personnel as provided to the Contractor from time to time;
“Sub-contractor”	means any person or third party engaged by the Contractor to provide to the Supplier any part of the Services or any services necessary for the provision of this Agreement;
“Sub-processor”	any third Party appointed to process Personal Data on behalf of that Processor related to this Agreement;
“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:
- 1.3 references to numbered clauses are references to the relevant clause in these terms and conditions;
- 1.4 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;
- 1.5 the headings to the clauses of these terms and conditions are for information only and do not affect the interpretation of the Agreement;
- 1.6 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
- 1.7 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 Contractor on receipt by the Customer of a copy of the Award Letter countersigned by the Contractor within seven (7) days of the date of the Award Letter.

3. Supply of Services

- 3.1 In consideration of the Customer’s agreement to pay the Charges, the Contractor shall supply the Services to the Customer subject to and in accordance with the terms and conditions of the Agreement.
- 3.2 In supplying the Services, the Contractor shall co-operate with the Customer in all matters relating to the supply of the Services and comply with all the Customer’s instructions.



- 3.3 The Contractor shall supply the Services in accordance with the Specification.
- 3.4 The Contractor shall perform the Services with all reasonable care, skill and diligence in accordance with good industry practice in the Contractor's industry, profession or trade; use Staff who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Contractor's obligations are fulfilled in accordance with the Agreement; and provide all equipment, tools and vehicles and other items as are required to provide the Services.

4. Term

- 4.1 The Agreement shall take effect on the date specified in Award Letter 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 six (6) months by giving not less than ten (10) Working Days' notice in writing to the Contractor 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 Appendix 2 and shall be the full and exclusive remuneration of the Contractor 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 Contractor 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 Contractor a sum equal to the VAT chargeable in respect of the Services.
- 5.3 The Contractor 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 Contractor, the Customer shall pay the Contractor the invoiced amounts no later than thirty (30) days after verifying that the invoice is valid and undisputed and includes a valid Purchase Order



Department for
International Trade

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 Contractor shall not suspend the supply of the Services unless the Contractor 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 Contractor interest at the interest rate specified in the Late Payment of Commercial Debts (Interest) Act 1998.
- 5.8 Where the Contractor enters into a sub-contract, the Contractor shall include in that sub-contract:
- 5.9 provisions having the same effects as clauses 5.3 to 5.7 of this Agreement; and
- 5.10 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.
- 5.11 In this clause 5.8, “sub-contract” means a contract between two or more Contractors, 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.
- 5.12 If any sum of money is recoverable from or payable by the Contractor under the Agreement (including any sum which the Contractor 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 Contractor under the Agreement or under any other agreement or contract with the Customer. The Contractor 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 Contractor 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 Contractor or the Staff shall be at the Contractor's risk.
- 6.2 If the Contractor 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 Contractor shall vacate the Customer's premises, remove the Contractor'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 Contractor 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 Contractor or any Staff, other than fair wear and tear.
- 6.3 If the Contractor 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 Contractor 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 Contractor's premises, the Contractor shall, at its own cost, comply with all security requirements specified by the Customer in writing.
- 6.6 Without prejudice, 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 Contractor 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 Contractor shall reimburse the Customer for any loss or damage to the equipment (other than deterioration resulting from normal and proper use) caused by the Contractor or any Staff. Equipment supplied by the Customer shall be deemed to be in a good condition when received by the Contractor or relevant Staff unless the Customer is notified otherwise in writing within five (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 Contractor:
- a. refuse admission to the relevant person(s) to the Customer's premises;
 - b. direct the Contractor to end the involvement in the provision of the Services of the relevant person(s); and/or
 - c. require that the Contractor 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,
 - d. and the Contractor shall comply with any such notice.
- 7.2 The Contractor shall:
- a. ensure that all Staff are vetted in accordance with the Staff Vetting Procedures;
 - b. 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
 - c. 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, maternity leave, paternity leave, 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 Contractor 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



Department for
International Trade

assignment, sub-contract, novation or disposal. The Contractor 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 Contractor 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 Contractor provided that such assignment, novation or disposal shall not increase the burden of the Contractor's obligations under the Agreement.

9. Intellectual Property Rights

- 9.1 All Intellectual Property Rights in:

(a) the Results and/or Deliverables; or

(b) any guidance, specifications, reports, studies, instructions, toolkits, plans, data, drawings, databases, patents, patterns, models, designs or other material which is furnished to or made available to the Contractor by or on behalf of the Customer (together with the Results, the "IP Materials")

shall vest in the Customer (save for Copyright and Database Rights which shall vest in Her Majesty the Queen) and the Contractor shall not, and shall ensure that the Staff shall not, use or disclose any IP Materials without Approval save to the extent necessary for performance by the Contractor of its obligations under the Contract.

- 9.2 The Contractor hereby assigns:

(a) to the Customer, with full title guarantee, all Intellectual Property Rights (save for Copyright and Database Rights) which may subsist in the IP Materials prepared in accordance with clauses 9.1(a) and (b). This assignment shall take effect on the date of the Contract or (in the case of rights arising after the date of the Contract) as a present assignment of future rights that will take effect immediately on the coming into existence of the Intellectual Property Rights produced by the Contractor; and

(b) to Her Majesty the Queen, with full title guarantee, all Copyright and Database Rights which may subsist in the IP Materials prepared in accordance with clauses 9.1 (a) and (b)



Department for
International Trade

and shall execute all documents and do all acts as are necessary to execute these assignments.

9.3 The Contractor shall:

(a) waive or procure a waiver of any moral rights held by it or any third party in copyright material arising as a result of the Contract or the performance of its obligations under the Contract;

(b) ensure that the third party owner of any Intellectual Property Rights that are or which may be used to perform the Services grants to the Customer a non-exclusive licence or, if itself a licensee of those rights, shall grant to the Customer an authorised sub-licence, to use, reproduce, modify, develop and maintain the Intellectual Property Rights in the same. Such licence or sub-licence shall be non-exclusive, perpetual, royalty-free, worldwide and irrevocable and shall include the right for the Customer to sub-license, transfer, novate or assign to other Contracting Authorities, the Crown, the Replacement Contractor or to any other third party supplying goods and/or services to the Customer ("Indemnified Persons");

(c) not infringe any Intellectual Property Rights of any third party in supplying the Services; and

(d) during and after the Contract Period, indemnify and keep indemnified the Customer and the Indemnified Persons from and against all actions, suits, claims, demands, losses, charges, damages, costs and expenses and other liabilities which the Customer or Indemnified Persons may suffer or incur as a result of or in connection with any breach of this clause 9.3, except to the extent that any such claim results directly from:

- i) items or materials based upon designs supplied by the Customer; or
- ii) the use of data supplied by the Customer which is not required to be verified by the Contractor under any provision of the Contract.

9.4 The Customer shall notify the Contractor in writing of any claim or demand brought against the Customer for infringement or alleged infringement of any Intellectual Property Right in materials supplied and/or licensed by the Contractor to the Customer.



Department for
International Trade

- 9.5 The Contractor shall at its own expense conduct all negotiations and any litigation arising in connection with any claim, demand or action by any third party for infringement or alleged infringement of any third party Intellectual Property Rights (whether by the Customer, the Contractor or Indemnified Person) arising from the performance of the Contractor's obligations under the Contract ("Third Party IP Claim"), provided that the Contractor shall at all times:
- (a) consult the Customer on all material issues which arise during the conduct of such litigation and negotiations;
 - (b) take due and proper account of the interests of the Customer; and
 - (c) not settle or compromise any claim without Approval (not to be unreasonably withheld or delayed).
- 9.6 The Customer shall at the request of the Contractor afford to the Contractor all reasonable assistance for the purpose of contesting any Third Party IP Claim and the Contractor shall indemnify the Customer for all costs and expenses (including, but not limited to, legal costs and disbursements) incurred in doing so. The Contractor shall not be required to indemnify the Customer under this clause 9.6 in relation to any costs and expenses to the extent that such arise directly from the matters referred to in clauses 9.3(d) i) and ii).
- 9.7 The Customer shall not, without the Contractor's consent, make any admissions which may be prejudicial to the defence or settlement of any Third Party IP Claim.
- 9.8 If any Third Party IP Claim is made or in the reasonable opinion of the Contractor is likely to be made, the Contractor shall notify the Customer and any relevant Indemnified Person, at its own expense and subject to Approval (not to be unreasonably withheld or delayed), shall (without prejudice to the rights of the Customer under clause 9.3(b)) use its best endeavours to:
- (a) modify any or all of the Services without reducing the performance or functionality of the same, or substitute alternative services of equivalent performance and functionality, so as to avoid the infringement or the alleged infringement; or
 - (b) procure a licence to use the Intellectual Property Rights and supply the Services which are the subject of the alleged infringement, on terms which are acceptable to the Customer;



and if the Contractor is unable to comply with clauses 9.8(a) or (b) within twenty (20) Working Days of receipt by the Customer of the Contractor's notification the Customer may terminate the Contract immediately by notice to the Contractor.

- 9.9 The Contractor grants to the Customer and, if requested by the Customer, to a Replacement Contractor, a royalty-free, irrevocable, worldwide, non-exclusive licence (with a right to sub-license) to use any Intellectual Property Rights that the Contractor owned or developed prior to the Commencement Date and which the Customer (or the Replacement Contractor) reasonably requires in order for the Customer to exercise its rights under, and receive the benefit of, the Contract (including, without limitation, the Services).

10. Governance and Records

10.1 The Contractor shall:

- a. 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
- b. submit progress reports to the Customer at the times and in the format specified by the Customer.

- 10.2 The Contractor shall keep and maintain until six (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 Contractor 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 11b, each Party shall:

- a. 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
- b. not use or exploit the disclosing Party's Confidential Information in any way except for the purposes anticipated under the Agreement.



Department for
International Trade

- 11.2 Notwithstanding clause 11.1, a Party may disclose Confidential Information which it receives from the other Party:
- a. where disclosure is required by applicable law or by a court of competent jurisdiction;
 - b. to its auditors or for the purposes of regulatory requirements;
 - c. on a confidential basis, to its professional advisers;
 - d. 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;
 - e. where the receiving Party is the Contractor, to the Staff on a need to know basis to enable performance of the Contractor's obligations under the Agreement provided that the Contractor shall procure that any Staff to whom it discloses Confidential Information pursuant to this clause shall observe the Contractor's confidentiality obligations under the Agreement; and

- 11.3 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 11.2.

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.

- 11.4 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 Contractor hereby gives its consent for the Customer to publish the Agreement in its entirety to the general public (but with any Information that is exempt from disclosure in accordance with



Department for
International Trade

the FOIA redacted) including any changes to the Agreement agreed from time to time. The Customer may consult with the Contractor 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.

- 11.5 The Contractor 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 Contractor 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 the 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 Contractor acknowledges that the Customer may be required under the FOIA and the Environmental Information Regulations 2004 to disclose Information concerning the Contractor or the Goods (including commercially sensitive information) without consulting or obtaining consent from the Contractor. In these circumstances the Customer shall, in accordance with any relevant guidance issued under the FOIA, take reasonable steps, where appropriate, to give the Contractor advance notice, or failing that, to draw the disclosure to the Contractor'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 Contractor or the Goods is exempt from disclosure in accordance with the FOIA and/or the Environmental Information Regulations 2004.

13. Data Protection

13.1 The Parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Controller and the Contractor is the Processor unless otherwise specified in Schedule 1. The only processing that the Processor is authorised to do is listed in Schedule 1 by the Controller and may not be determined by the Processor.

13.2 The Processor shall notify the Controller immediately if it considers that any of the Controller's instructions infringe the Data Protection Legislation.

13.3 The Processor shall provide all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Controller, include:

- (a) a systematic description of the envisaged processing operations and the purpose of the processing;
- (b) an assessment of the necessity and proportionality of the processing operations in relation to the Services;
- (c) an assessment of the risks to the rights and freedoms of Data Subjects; and
- (d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.

13.4 The Processor shall, in relation to any Personal Data processed in connection with its obligations under this Agreement:

- (a) process that Personal Data only in accordance with Schedule 1, unless the Processor is required to do otherwise by Law. If it is so required the Processor shall promptly notify the Controller before processing the Personal Data unless prohibited by Law;
- (b) ensure that it has in place Protective Measures, which are appropriate to protect against a Data Loss Event, which the Controller may reasonably reject (but failure to reject shall not amount to approval by the Controller of the adequacy of the Protective Measures), having taken account of the:
 - (i) nature of the data to be protected;
 - (ii) harm that might result from a Data Loss Event;



(iii) state of technological development; and

(iv) cost of implementing any measures;

(c) ensure that:

(i) the Processor Personnel do not process Personal Data except in accordance with this Agreement (and in particular Schedule 1;

(ii) it takes all reasonable steps to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:

(A) are aware of and comply with the Processor's duties under this clause;

(B) are subject to appropriate confidentiality undertakings with the Processor or any Sub-processor;

(C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third Party unless directed in writing to do so by the Controller or as otherwise permitted by this Agreement; and

(D) have undergone adequate training in the use, care, protection and handling of Personal Data; and

(d) not transfer Personal Data outside of the EU unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:

(i) the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Controller;

(ii) the Data Subject has enforceable rights and effective legal remedies;

(iii) the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Controller in meeting its obligations); and

(iv) the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the processing of the Personal Data;



Department for
International Trade

(e) at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the Agreement unless the Processor is required by Law to retain the Personal Data.

13.5 Subject to clause 13.6, the Processor shall notify the Controller immediately if it:

- (a) receives a Data Subject Request (or purported Data Subject Request);
- (b) receives a request to rectify, block or erase any Personal Data;
- (c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
- (d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Agreement;
- (e) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
- (f) becomes aware of a Data Loss Event.

13.6 The Processor's obligation to notify under clause 13.5 shall include the provision of further information to the Controller in phases, as details become available.

13.7 Taking into account the nature of the processing, the Processor shall provide the Controller with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under clause 1.5 (and insofar as possible within the timescales reasonably required by the Controller) including by promptly providing:

- (a) the Controller with full details and copies of the complaint, communication or request;
- (b) such assistance as is reasonably requested by the Controller to enable the Controller to comply with a Data Subject Request within the relevant timescales set out in the Data Protection Legislation;
- (c) the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;
- (d) assistance as requested by the Controller following any Data Loss Event;



Department for
International Trade

(e) assistance as requested by the Controller with respect to any request from the Information Commissioner's Office, or any consultation by the Controller with the Information Commissioner's Office.

13.8 The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this clause. This requirement does not apply where the Processor employs fewer than 250 staff, unless:

- (a) the Controller determines that the processing is not occasional;
- (b) the Controller determines the processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; or
- (d) the Controller determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.

13.9 The Processor shall allow for audits of its Data Processing activity by the Controller or the Controller's designated auditor.

13.10 Each Party shall designate its own data protection officer if required by the Data Protection Legislation.

13.11 Before allowing any Sub-processor to process any Personal Data related to this Agreement, the Processor must:

- (a) notify the Controller in writing of the intended Sub-processor and processing;
- (b) obtain the written consent of the Controller;
- (c) enter into a written agreement with the Sub-processor which give effect to the terms set out in this clause 13 such that they apply to the Sub-processor; and
- (d) provide the Controller with such information regarding the Sub-processor as the Controller may reasonably require.

13.12 The Processor shall remain fully liable for all acts or omissions of any of its Sub-processors.

13.13 The Controller 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 Agreement).



Department for
International Trade

13.14 The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Controller may on not less than 30 Working Days' notice to the Processor amend this agreement to ensure that it complies with any guidance issued by the Information Commissioner's Office.

13.15 Where the Parties include two or more Joint Controllers as identified in Schedule 1 in accordance with GDPR Article 26, those Parties shall enter into a Joint Controller Agreement based on the terms outlined in Schedule 1 in replacement of Clauses 13.1-13.14 for the Personal Data under Joint Control.

14. Liability

14.1 Neither party shall be responsible for any injury, loss, damage, cost or expense suffered by the other party if and to the extent that it is caused by the negligence or wilful misconduct of such party or by breach by such party 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 Contractor 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 Contractor; and

14.2.2 the aggregate liability of the Contractor 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 the Charges paid or payable to the Contractor; and except in the case of claims arising against the Contractor under clauses 9.4 and 18.3, in no event shall either party be liable to the other for 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 Contractor's liability under the indemnity in clause 9.9 shall be unlimited

15. Force Majeure

The 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.

The Customer shall not accept that EU exit is either a force majeure event or a frustration event, as the likely consequences of this process have been widely aired in public for some time, all suppliers have had ample time to plan for continuation of service and performance of contracts will still be possible in most cases.

16. Termination

16.1 The Customer may terminate the Agreement at any time by notice in writing to the Contractor to take effect on any date falling at least 1 month (or, if the Agreement is less than three (3) months in duration, at least ten (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 Contractor with immediate effect if the Contractor:

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 Contractor 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 Contractor (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 Contractor's assets or business, or if the Contractor 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 Contractor 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 Contractor 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 Contractor shall:

16.6.1 give all reasonable assistance to the Customer and any incoming Contractor 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 Contractor 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 Contractor of any health and safety hazards which may exist or arise at the Customer's premises and which may affect the Contractor in the performance of its obligations under the Agreement.



17.2 The Contractor 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 Contractor 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 Contractor 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 Contractor shall supply the Services in accordance with the Customer's environmental policy as provided to the Contractor from time to time.

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

17.6 the Official Secrets Acts 1911 to 1989; and

17.7 section 182 of the Finance Act 1989

18. Prevention of Fraud and Corruption

18.1 The Contractor 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 Contractor shall take all reasonable steps, in accordance with good industry practice, to prevent fraud by the Staff and the Contractor (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.



Department for
International Trade

- 18.3 If the Contractor 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 Contractor 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 Contractor 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.



Department for
International Trade

- 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, agency, 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**Error! Reference source not found.** (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.



Appendix 1: Specification of Requirement

Specification of Requirements: Computable General Equilibrium (CGE) analysis of a UK-Mercosur Free Trade Agreement.

1. About the Department for International Trade

1.1 DIT is responsible for promoting British trade across the world and ensuring the UK takes advantage of the opportunities open to it. To do this DIT's main responsibilities include:

- Bringing together policy, promotion and financial expertise to break down barriers to trade and investment, and help businesses succeed.
- Delivering a new trade policy framework for the UK.
- Promoting British trade and investment across the world.
- Building the global appetite for British goods and services.

2. Project Aims

2.1 The project aim is:

- To develop a wider understanding of the impact of the potential benefits of a free trade agreement (FTA) between the UK and the Southern Common Market ("Mercosur" for its Spanish initials).
- The full members of Mercosur are Argentina, Brazil, Paraguay and Uruguay.

2.2 Achieving the project aim means understanding what impact an agreement could have on UK GDP, bilateral trade and welfare as well as the sectors that would be most heavily impacted.

2.3 The successful Tenderer will use CGE modelling techniques to model a minimum of four scenarios against two baselines as described in the Methodology section.

3. Project Objectives

3.2 The primary objective of this analysis is to extend and build the evidence base on the impacts of a trade agreement between the UK and Mercosur, for use in policy development.

4. Project Research Questions

4.1 The main project research questions are:

- What is the impact on long-run GDP, trade and real incomes of an FTA?
- What is the impact at a sector level from an FTA?
- What are the labour market wages and employment impacts from a free-trade agreement?



Department for International Trade

- What is the impact on partner countries from a free-trade agreement?
- What is the impact on third party countries from a free-trade agreement?
- What is the environmental impact of land use in partner countries from an FTA?

4.2 This list is not exhaustive, and DIT expects that other requirements are likely to be needed according to policy needs.

5. Methodology Overview

5.1 This project requires Tenderers to possess economic and technical understanding of free trade agreements, globalisation and global value chains, foreign direct investment and trade in goods and services (including in areas such as modes of supply, transit trade in goods, digital trade and trade and employment). The successful Tenderer must have thorough knowledge and understanding of the key developments and current issues relating to CGE modelling in a trade context. The successful candidate must have excellent application and previous experience of CGE modelling.

Important features of the CGE model

5.2 For this project, the CGE model should be based on the most recently available GTAP database (GTAP 10A) using data from 2014. The GTAP database covers 98% of the world economy representing 141 countries and can be disaggregated to 65 sectors.

5.3 DIT will advise the successful Tenderer on the sector and regional aggregations associated with this project. DIT will also discuss the model structure (Armington perfect competition model, Melitz imperfect competition model) with the successful Tenderer.

5.4 Using projections for GDP growth, the world economy should be simulated to 2036. This allows the modelling to take into account some changes in the world economy that could occur independently of the modelled scenarios.

Baselines

5.5 This project requires two baselines:

- The EU-Mercosur trade agreement is ratified.
- The EU-Mercosur trade agreement is not ratified.

More detail will be provided to the successful Tenderer.

Scenarios

5.6 This project requires the following four scenarios:

1. A UK - Mercosur trade agreement based on best precedent.
2. An agreement with subset of Mercosur based on best precedent.
3. An agreement with subset of Mercosur based on best precedent.
4. A UK- Mercosur agreement that is more ambitious than the best precedent.

Further detail on these scenarios, including the best precedent will be provided to the successful Tenderer.



Summary of baselines and scenarios

	Baseline A – EU Mercosur agreement ratified	Baseline B – EU Mercosur agreement not ratified
UK-Mercosur agreement based on best precedent	A1	B1
Agreement with subset of Mercosur based on best precedent	A2	B2
Agreement with subset of Mercosur based on best precedent	A3	B3
UK- Mercosur agreement that is more ambitious than the best precedent.	A4	B4

5.7 Based on the baselines and scenarios the successful Tender will produce at least 8 sets of outputs as specified in section 7 Project Deliverables.

Sensitivity analysis

5.8 The successful Tenderer will be requested to produce systematic sensitivity analysis e.g. Monte Carlo simulations for the outputs of the scenarios above.

Tariffs

5.9 The stylised assumptions on tariffs representing the various scenarios between the UK and Mercosur highlighted above will be based off the best precedent tariff schedule, which will be provided to the successful tender.

Non-tariff measures (NTMs) in goods trade and regulatory restrictions to services trade

5.10 NTMs and regulatory restrictions to services are policy measures that can influence trade by changing what can be traded, and at what price. These can increase the cost of trade and therefore reduce the amount that is traded, even though NTMs and regulatory restrictions to services can serve legitimate public policy objectives. Some NTMs and regulatory restrictions to services may also increase trade – for example, the enforcement of high product standards may increase consumer demand for some goods.

5.11 The degree of liberalisation assumed in the form of NTM reductions in each scenario will be finalised with the successful Tenderer. Tenders must submit costing for the calculation



Department for International Trade

of NTM Ad-Valorem Equivalent (AVE) trade costs as part of this contract. However, this is an Optional Deliverable, and DIT retains the right to provide the successful Tenderer with its own estimated AVE trade costs for NTMs, and not commission this deliverable.

Key assumptions underpinning all scenarios

5.12 Due to the nature of the Mercosur customs union, each member must be modelled individually as opposed to a collective trade bloc. This will therefore require outputs for the UK and each of the Mercosur States namely, Argentina, Brazil, Paraguay and Uruguay respectively for each of the baselines and scenarios previously discussed.

5.13 For this project, it should be assumed that the membership of Mercosur will remain constant. That is, it will continue to consist of the current member States, not including Venezuela which has been suspended indefinitely since 2017 and Bolivia which has been awaiting ratification to join Mercosur since 2015.

6. Methodological skills and expertise

6.1 The successful Tenderer should include with their response evidence of:

- Delivering projects relevant to the areas covered by this project. Namely experience and capability delivering research projects relevant to CGE modelling, the impact of FTAs and trade in goods and services (including on modes of supply, transit trade in goods, digital trade, and trade and employment). The successful Tenderer must also have organisational experience and deliver on time and to budget.
- Capability to meet the requirements of this project. This includes the relevant resources to deliver effectively including access to appropriate facilities, assurance capabilities and structures, and technical research capabilities such as library or literature search facilities, analytical systems and possession of, or access to, appropriate analytical equipment and facilities.
- Skills and expertise in CGE model specifications including understanding of the latest techniques, best practises applications of CGE modelling techniques to trade policy questions, including assurance capabilities and access to an existing working CGE model.
- The specifications and structure of an existing CGE model including how trade is modelled, differences from the GTAP model (where relevant), assumptions of the model as well as understanding the strengths and limitations of these methods. The successful Tenderer should also include justifications as to why these are appropriate for this specific research project.



Department for International Trade

- Knowledge of the UK, Mercosur and its constituent countries' economic and social frameworks.
- Skills and expertise in macroeconomics and trade statistic sources with the ability to critically analyse both evidence and measurement techniques and identify and explain the underlying assumptions and limitations of these techniques.
- Expertise in desk-based methods like literature reviews and other evidence reviews (quick scoping reviews, rapid evidence assessments).
- Expertise and experience in gravity modelling.
- An understanding of services trade and non-tariff barriers specifically the intricacies of services trade and the impact of changes to non-tariff barriers on trade.
- Methodology towards the derivation of modelling inputs. As part of this project Tenderers are encouraged to provide an overview of the methodology to estimate the assumed reductions in non-tariff measures (NTMs) affecting trade in goods and regulatory restrictions affecting trade in services. This will require the capability to estimate ad-valorem equivalent (AVE) reductions to non-tariff barriers through econometric analysis as well as the ability to justify why such reductions reflect the provisions of an FTA text.
- Expertise in quantitative methods and analysis including research, linking / synthesising data, econometric modelling and other statistical analytical techniques including understanding the strengths and limitations of these approaches.
- Capacity to develop innovative and replicable methods to produce statistical estimates and/or improve the quantitative evidence base in the areas above.
- Effective data management to ensure the robustness of the statistical estimates. Experience of working with limited data.
- Experience working with policy makers to agree appropriate baseline and scenario assumptions which are feasible from a modelling perspective.
- Ability to include the baselines described in the Methodology section and to ensure that it is a reasonably accurate representation of the world economy. As the GTAP 10A database is



Department for International Trade

based on 2014 data, the modelling should simulate a number of trade shocks to account for recent trade developments up to and including 2020 that could materially change the pattern of UK trade, but may not have been fully accounted for in the underlying data.

- Innovative approaches to achieve the deliverables to be delivered under this project. Innovative approaches to estimate environmental consequences such as change in land-use would be welcomed.
- Capability and experience in producing systematic sensitivity analysis in CGE modelling e.g., Monte Carlo simulations.

6.2. The successful Tenderer will be required to maintain clear **written and oral communications** with DIT in relation to the management of the project. This includes the ability to present technical inputs, intermediate outputs and results and findings in a clear and concise manner to a range of audiences including non-technical audiences. The successful Tenderer will be expected to provide research to answer specific research questions but is not expected to formulate policy positions. Clear, concise report writing and the ability to effectively present findings visually are essential skills for delivering projects under this project. In addition, the Tenderer must be available to answer questions, discuss methodological points and findings.

6.3 Excellent **project management skills** in order to deliver this project effectively, including timely, high quality delivery, communicating progress clearly and providing sound financial management reporting. It is essential that there are management arrangements in place so as to be able to respond rapidly, if necessary, to changing policies, priorities and budgets and to reallocate resources accordingly. This includes:

- Maintaining regular communication with DIT to ensure progress is reported effectively and any potential difficulties are raised in a timely fashion.
- Ensuring any sub-contractors are managed effectively including ensuring clear roles and responsibilities.
- Maintain oversight across all work being delivered under the project.
- Providing a risk register for the project to be delivered. Implementing processes to mitigate delivery risks and identify the severity and likelihood of risks.
- Implementing quality assurance processes and developing a quality assurance plan.
- Complying with the requirements of the General Data Protection Regulation (EU) 2016/679 (GDPR).
- Implementing governance/contract management processes to ensure continuity and the quality of service is maintained over the lifetime of the project despite any personnel absences or changes; and
- Delivering against the Key Performance Indicator in section 13.

6.4 Effective contract management, which provides the quality of expertise and services to meet the range of requirements to be delivered for this project. The successful Tenderer is expected to have appropriate management procedures, quality assurance processes (technical reviewers, editors, proof-readers etc), resourcing of expertise, secretariat and any other support staff necessary to undertake and deliver the project. This includes where relevant efficient supervision, management and payment of sub-contractors.



About the Project Team:

6.5 The Project Team must:

- Have a track record in managing and successfully completing research projects using the methods set out in section 6 (Methodological skills and expertise). In addition, the successful Tenderer will need to have an understanding of the questions and issues highlighted in sections 3 and 4 (Project Objectives and Project research Questions).
- Have a track record of successfully managing multiple projects, maintaining an overview of progress and alerting DIT to potential difficulties in a timely fashion.

6.6 The successful Tenderer will:

- Be responsible for the delivery of any sub-contractors;
- Nominate a representative as the point of contact for DIT; and
- Where it wishes to change members of the project team, the suggested change, including the CV of the replacement shall be communicated to DIT's project manager in advance.

6.7 This is a suggested methodology and we would welcome Tenderers alternative suggestions within their methodology response, providing that they also meet the project aims and objectives. Tenderers should justify why they have suggested an alternative approach.

7. Project Deliverables

7.1 The expected deliverables for the project are as follows.

1a. Outputs on estimated impacts on the UK, individual Mercosur States and third countries of interest:

- Overall changes in Gross Domestic Product (GDP), Gross Value Added (GVA), welfare, wages, productivity, employment, bilateral trade, total trade and land use (innovative approaches are welcomed).
 - Sectoral changes by output (GVA), employment, wages, bilateral and total trade.
 - Output variable QO (output (quantity)) (in addition to GVA) – baseline, final change.
 - Impacts on LDCs outputs (key metrics – GDP, welfare, wages, trade, UK/ROW).
 - % change and \$ impacts (baseline and scenario) for all results.
- 1b.** Evidence that the outputs from this project have been subject to systematic sensitivity analysis e.g., Monte Carlo simulations.

These should be shared in tables that are easy to interpret and handle.

2. The successful Tenderer would be asked to share input and calculation sheets:

- Disaggregated goods tariffs and non-tariff barrier baseline inputs and reductions associated under each scenario.
- Disaggregated services regulatory barriers to trades applied in the baseline and reductions associated under each scenario.
- Underpinning GDP forecasts.



3. A publication-quality technical report. The report should include a summary of the key findings:

- A description of the features of the modelled agreement and a summary of the key modelling assumptions, along with justifications and methodologies where appropriate either in the main report or an annex.
- The report should be focused on evidence and analysis and avoid political judgments or comment.

4. Market Access Barriers, Remedies and Disputes, non-tariff barriers

- A list and description of all market access barriers, remedies and non-tariff barriers.
- Econometric modelling to estimate ad-valorem equivalent changes to non-tariff measures (if applicable – see Optional Deliverable).
- The bound, applied and preferential service restrictiveness index based on best precedent.

5. Evidence of quality assurance

- Documentation of quality assurance process applied by the successful Tenderer.
- Peer review report - evidence of how comments and feedback from an external peer reviewer have been addressed in the final outputs and report.

6. Non-tariff Barrier Modelling (Optional Deliverable)

The successful tenderer may be required to model for non-tariff barriers, however this is an optional deliverable.

The tenderer would be required to:

- Undertake econometric modelling to estimate ad-valorem equivalent changes to non-tariff measures (see deliverable 4)
- A report setting out the features of the modelled ad-valorem equivalents and a summary of the key modelling assumptions, along with justifications and methodologies where appropriate either in the main report or an annex (see deliverable 3).
- Share input and calculation sheets of the non-tariff baseline inputs calculated by the successful Tenderer (see deliverable 2)

This is an Optional Deliverable. DIT retains the right to provide the successful Tenderer with its own estimated AVE trade costs for NTBs. DIT retains the right to not commission this deliverable.

7.2 All research instruments and reports should be provided in draft format to DIT for review and comment initially.

8. Project Audience

8.1 The main audience for this project is DIT analysts and policy leads.



9. Project Management

9.1 DIT will nominate a project manager who will be responsible for the day-to-day management of the contract.

9.2 A Steering Group made up of policy and analytical staff and key stakeholders will guide the project. The Steering Group will monitor progress and provide advice, support and guidance on project scope, methodology, policy focus and research outputs. The Governance arrangements are set out in the tables about Personnel and Governance below.

9.3 The successful Tenderer shall identify a project team with the adequate set of skills and experience to resource the specific technical requirements of each project. DIT will approve the project team, including where the successful Tenderer wishes to use suppliers outside of the original team (including sub-contractors) proposed in their Tender.

9.4 DIT reserves the right to commission research projects in CGE modelling from third parties outside the scope of this project.

a) Personnel

<i>Project Director/Supervisor</i>	<p><i>A senior manager within the supplier organisation who is given ultimate responsibility for the project. This person should be available in case of any issues what require escalation on the supplier side and to QA deliverables before they reach DIT. This person should have previous experience of similar projects.</i></p> <p><i>The Project Supervisor cannot be replaced until completion unless there are extenuating circumstances that makes the project director no longer available. DIT should receive notice if this person will change and the replacement must be of the same seniority, with the similar experience.</i></p>
<i>Day-to-Day Contact</i>	<p><i>This person should be available and able to handle day to day enquiries and running of the project on the supplier side. They may be supported by others in doing this.</i></p> <p><i>The day-to-day contact should have a strong, relevant analytical background and knowledge of the subject areas in relation to this project.</i></p> <p><i>DIT should receive notice if this person will change and the replacement must be of the same seniority, with the similar experience. If the contact was supported by a wider team, one of them should take their place.</i></p>
<i>Core Delivery Team</i>	<p><i>The supplier to provide named individuals who will make up the core delivery team. The supplier should also outline how</i></p>



Department for
International Trade

	<i>they will provide delivery team cover, should this be necessary.</i>
<i>Sub-contractors (OPTIONAL)</i>	<i>Sub-contracting is not a requirement for this project. If proposing to use sub-contractors, the bidder must name the sub-contractors, explain what is to be subcontracted how the quality of this work will be maintained.</i>

b) **Governance**

Meeting/report	Content	Frequency	Format
<i>Project updates</i>	<i>Regular updates and to discuss any issues and/or project risks</i>	<i>As needed, expected weekly</i>	<i>Microsoft Teams or telephone call</i>
<i>Kick-off meeting</i>	<i>Project planning – agree assumptions and modelling approach</i>	<i>As needed, expected 1 meeting at project initiation</i>	<i>Microsoft Teams or telephone call</i>
<i>Modelling meeting</i>	<i>To discuss progress and final outputs</i>	<i>As needed, expected 1 meeting at modelling mid-point, 1 at modelling conclusion</i>	<i>Microsoft Teams or telephone call</i>
<i>Sensitivity analysis</i>	<i>Discuss progress of sensitivity analysis.</i>	<i>As needed, expected 1 meeting at conclusion</i>	<i>Microsoft Teams or telephone call</i>
<i>Draft Report</i>	<i>Discuss progress of draft report.</i>	<i>As needed, expected 1 meeting</i>	<i>Microsoft Teams or telephone call</i>



		<i>at midpoint, 1 meeting at conclusion</i>	
<i>Peer Review</i>	<i>Discuss feedback from peer review</i>	<i>As needed, expected 1 meeting at conclusion</i>	<i>Microsoft Teams or telephone call</i>
<i>Final Report</i>	<i>Discuss progress of final report</i>	<i>As needed, expected 1 meeting at mid- point, 1 meeting at conclusion</i>	<i>Microsoft Teams or telephone call</i>

10. Project Timetable

10.1 DIT expects the successful Tenderer to be awarded by April 2021, with the project commencing by the end of April 2021. To keep timings in line with policy developments please see below an indicative timetable which outlines the key milestones of this project.

10.2 Final dates for delivering each of these products will be agreed with the successful supplier at the inception meeting. The Key deadline is the provision of the final report for July 2021.

Week	Date	Event/Deliverable
1	19/04/2021 – 23/04/2021	Assumptions and modelling approach agreed
2-6	26/04/2021 – 28/05/2021	Modelling conducted
7-8	31/05/2021 – 11/06/2021	Sensitivity analysis
9-10	14/06/2021 – 25/06/2021	Draft Report
11-12	28/06/2021 – 09/07/2021	Peer Review
13-14	12/07/2021 – 23/07/2021	Final Report



Department for International Trade

10.3 The above timetable is indicative with the final dates for delivering each of these products dependent on the project initiation date. The key deadline is the provision of the final report for July 2021.

10.4 Tenderers should propose a clear timetable and programme of work, detailing all proposed project outputs and demonstrating how these outputs will meet the project objectives within the envisaged timeframe. Report writing must be included in this timetable. The programme of work should include:

- A Gantt chart (or similar) illustrating your programme of work. Where appropriate, this should include all key tasks, deliverables, and occasions where meetings with DIT are envisaged.
- A risk register detailing how the supplier intends to mitigate risks to project delivery (including methodological risks).

10.5 If the Tenderer envisages an alternative timeline to achieve the objectives specified DIT welcomes these suggestions so long as they are justified as to why they would deviate from the proposed plan and the suggested plan still delivers the final report.

11. Quality Assurance

11.1 The successful Tenderer will be required to maintain a quality assurance plan to ensure it delivers the Services in accordance with its internal quality control procedures.

12. Peer Review

12.1 DIT will require the outputs from this project to be peer reviewed by an external reviewer/s. DIT will identify and co-ordinate the peer review but tenderers will be expected to respond to comments and revise outputs accordingly. This includes demonstrating to DIT how the peer reviewer comments have been addressed in the final outputs.

13. Standards

13.1 The Supplier must hold Cyber Essential Plus or ISO27001 (or equivalent) on the services or servers used to deliver the requirement and deliverables as described in this Specification of Requirements.

13.2 The Authority reserves the right to carry out a risk assessment following ISO27005 methodology.

14. Performance Management Framework (PMF)

Management of the PMF

14.1 DIT shall issue Milestone payments upon the Supplier meeting the Key Performance Indicators (KPIs) set out below. KPIs shall be monitored on a regular basis and shall form part of the contract performance review within monthly project meetings. The successful Tenderer shall flag any risk to meeting a Milestone delivery date to DIT as soon as it becomes aware of such risk and shall discuss with DIT its proposals for mitigating against such risk arising.



Department for International Trade

14.2 Any performance issues highlighted in the monthly meetings will be addressed by the successful Tenderer, within 14 working days of the identified KPI failing to be met. Any KPI failing to be met by the successful Tenderer will result in payment not being issued by DIT.

14.3 Once a KPI for a Milestone has been 'Met' to DIT's satisfaction, DIT shall issue the successful Tenderer with a confirmation email to confirm that the Key Performance Indicator has been met to its satisfaction. Payment for the completed Milestone shall be made by DIT following the issuing of DIT's confirmation email.

14.4 KPIs are essential in order to align the successful Tenderer's performance with the requirements of DIT and to do so in a fair and practical way. KPIs have to be met otherwise indicating that the service is failing to deliver.

Metric	KPI	What information is required to measure this KPI?	How the KPI be measured?	willNot Met	Met
Contract management	KPI 1 - Weekly progress reports	Weekly progress reports received by supplier, either written or via Microsoft Teams/online. Final format to be confirmed at inception meeting with successful Tenderer.	Delivery of weekly progress reports either written or via Microsoft Teams/online. Final format to be confirmed at inception meeting with successful Tenderer. Verified by DIT contract manager in writing.	Weekly progress reports are late or missed without prior agreement with the contract manager.	Weekly progress reports delivered on time.
Delivery	KPI 2 – CGE outputs delivery (Deliverable 1a)	File containing the initial and final output tables from the CGE model as per section 1 of the project deliverables section of this specification.	Delivery of outputs verified by DIT contract manager in writing.	CGE outputs are delivered over 3 working days after the delivery date as per the timeline agreed at the inception meeting and without a robust explanation accepted by the contract manager. Delays in delivery impinge on the	CGE outputs are delivered on time as per the timeline agreed at the inception meeting and to the required standard approved by the Authority.



				<p>Authority's ability to provide feedback and leads to delays to other deliverables and project completion.</p> <p>CGE outputs are delivered on time as per the timeline agreed at the inception meeting, but not to the required standard approved by the Authority.</p>	
Delivery	KPI 3 – Delivery of sensitivity analysis (Deliverable 1b)	Evidence of systematic sensitivity analysis of the CGE model outputs as per section 1 of the project deliverables section of this specification. Including a report setting out the details of systematic sensitivity analysis undertaken.	Delivery of systematic sensitivity analysis verified by DIT contract manager in writing.	<p>Evidence of systematic sensitivity analysis is delivered over 3 working days after the delivery date as per the timeline agreed at the inception meeting and without a robust explanation accepted by the contract manager. Delays in delivery impinge on the Authority's ability to provide feedback and leads to delays to other deliverables and project completion.</p> <p>Evidence of sensitivity analysis</p>	Evidence of systematic sensitivity analysis is delivered on time as per the timeline agreed at the inception meeting and to the required standard approved by the Authority.



				is delivered on time as per the timeline agreed at the inception meeting, but not to the required standard approved by the Authority.	
Delivery	KPI 4 – Delivery of draft report (Deliverable 3)	Draft report as per section 3 of the deliverables section specified in this specification.	Delivery of draft report verified by DIT contract manager in writing.	<p>Draft report is delivered over 3 working days after the delivery date as per the timeline agreed at the inception meeting and without a robust explanation accepted by the contract manager. Delays in delivery impinge on the Authority's ability to provide feedback and leads to delays to other deliverables and project completion.</p> <p>Draft report is delivered on time as per the timeline agreed at the inception meeting, but not to the required standard approved by the Authority.</p>	Draft report is delivered on time as per the timeline agreed at the inception meeting and to the required standard approved by the Authority.
Delivery	KPI 5 – Final technical report delivery (Deliverable 3)	Final report as per section 3 of the deliverables section specified	Delivery of the final report verified by DIT	Final report is delivered over 3 working days after	Final technical report is delivered on time as per the timeline agreed at



		in this specification.	contract manager in writing.	the delivery date as per the timeline agreed at the inception meeting and without a robust explanation accepted by the contract manager.	the inception meeting and to the required standard approved by the Authority. The final report is of publishable quality.
				Final technical report is delivered on time as per the timeline agreed at the inception meeting, but not to the required standard approved by the Authority. The final report is not of publishable quality.	
Delivery	KPI 6 – Input and calculation sheets delivery (Deliverable 2 and 4)	Input and calculation sheets as well as a list and description of market access barriers used in the CGE model as per section 2 and 4 of the project deliverables section of this specification.	Delivery of input and calculation sheets as well as a list and description of market access barriers used, verified by DIT contract manager in writing.	Input and calculation sheets as well as a list and description of market access barriers used are delivered over 3 working days after the delivery date, as per the timeline agreed at the inception meeting and without a robust explanation accepted by the contract manager.	Input and calculation sheets as well as a list and description of market access barriers used are delivered on time as per the timeline agreed at the inception meeting and to the required standard approved by the Authority.



				Input and calculation sheets as well as a list and description of market access barriers used are delivered on time as per the timeline agreed at the inception meeting, but not to the required standard approved by the Authority.	
Delivery	KPI 7 (if applicable) – Delivery of Non-tariff Measure Modelling (Optional Deliverable)	File containing the non-tariff measure ad valorem equivalent estimations and a report setting out the features of the modelled ad-valorem equivalents and a summary of the key modelling assumptions, along with justifications and methodologies where appropriate either in the main report or an annex. As per section 6 of the project deliverables section of this specification.	Delivery of the non-tariff measure ad valorem equivalent estimations and a report verified by DIT contract manager in writing.	<p>The non-tariff measure ad valorem equivalent estimations and report are delivered over 3 working days after the delivery date as per the timeline agreed at the inception meeting and without a robust explanation accepted by the contract manager.</p> <p>The non-tariff measure ad valorem equivalent estimations and report are delivered on time as per the timeline agreed at the inception meeting, but not to the required standard approved by the Authority.</p>	The non-tariff measure ad valorem equivalent estimations and report are delivered on time as per the timeline agreed at the inception meeting and to the required standard approved by the Authority.



Department for
International Trade

Delivery	KPI 8 – Quality assurance delivery (Deliverable 5)	Documentation of the quality assurance process and the peer review report as per section 5 of the project deliverables section of this specification.	Delivery of quality assurance documentation and the peer review report verified by DIT contract manager in writing.	<p>Quality assurance documentation and peer review report is delivered over 3 working days after the delivery date as per the timeline agreed at the inception meeting without a robust explanation accepted by the contract manager.</p> <p>Quality assurance documentation and peer review report is delivered on time as per the timeline agreed at the inception meeting, but not to the required standard approved by the Authority.</p> <p>Lack of a QA process plan, or an inadequate QA process plan, or failure to uphold quality assurance measures leads to errors in data.</p>	Quality assurance documentation and peer review report is delivered on time as per the timeline agreed at the inception meeting and to the required standard approved by the Authority.
Quality	KPI 9 – Final Deliverables quality (Deliverables 1-6)	Final deliverables as per the deliverables section of this specification, namely the final report, input and	<p>Internal DIT discussion on the deliverables and their accuracy.</p> <p>To ensure the quality of the</p>	The project and final deliverables are delivered to a low-quality standard, below that approved by the Authority.	The project and final deliverables are delivered to a standard of satisfactory quality as approved by the Authority.



		calculation sheets and quality assurance documentation are delivered on time as per the timeline agreed at the inception meeting and to the agreed standards.	report is sufficient, we will share previous work DIT has published on CGE modelling to set expectations.	Errors or need for revision are identified that result in documents being amended by DIT; or quality of deliverables provided require investment of time or effort by DIT staff to bring up to required standard. There is a failure to address the requirements as outlined in this specification and an unreasonable effort is made to meet the asks of the project within the specified deadline.	
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Department for
International Trade

Appendix 2 – Payment

[THIS TEXT IS REDACTED]



Schedule 1– Schedule of Processing, Personal Data and Data Subjects

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

1.The contact details of the Controller’s Data Protection Officer are:

[THIS TEXT IS REDACTED]	[THIS TEXT IS REDACTED]
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2.The contact details of the Processor’s Data Protection Officer are:

[THIS TEXT IS REDACTED]	[THIS TEXT IS REDACTED]
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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 Schedule.

Description	Details
Identity of the Controller and Processor	The Parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Controller and the Contractor is the Processor in accordance with Clause 1.1.
Subject matter of the processing	No processing of personal data will be required in order to effectively deliver the Computable General Equilibrium (CGE) Analysis of a UK-Mercosur Free Trade Agreement (FTA) project in accordance with the Contract Terms.
Duration of the processing	No processing of personal data will be required in order to effectively deliver the Computable General Equilibrium (CGE)



	Analysis of a UK-Mercosur Free Trade Agreement (FTA) project in accordance with the Contract Terms.
Nature and purposes of the processing	No processing of personal data will be required in order to effectively deliver the Computable General Equilibrium (CGE) Analysis of a UK-Mercosur Free Trade Agreement (FTA) project in accordance with the Contract Terms.
Type of Personal Data being Processed	No processing of personal data will be required in order to effectively deliver the Computable General Equilibrium (CGE) Analysis of a UK-Mercosur Free Trade Agreement (FTA) project in accordance with the Contract Terms.
Categories of Data Subject	No processing of personal data will be required in order to effectively deliver the Computable General Equilibrium (CGE) Analysis of a UK-Mercosur Free Trade Agreement (FTA) project in accordance with the Contract Terms.
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	<p>No processing of personal data will be required in order to effectively deliver the Computable General Equilibrium (CGE) Analysis of a UK-Mercosur Free Trade Agreement (FTA) project in accordance with the Contract Terms.</p> <p>If there were to be any Personal Data, it shall be deleted by the Supplier at the latest by the Expiry Date or, if the Contract is terminated earlier, the date of early termination.</p>



Department for
International Trade

Schedule 2: Contractor's Proposal

[THIS TEXT IS REDACTED]