

Framework Schedule 6 (Order Form Template and Call-Off Schedules)

Order Form

CALL-OFF REFERENCE: 349P

THE BUYER: Cabinet Office

BUYER ADDRESS 70 Whitehall, London, Greater London, SW1A 2AS

THE SUPPLIER: PWC LLP

SUPPLIER ADDRESS: 1 Embankment Place, London, WC2N 6RH

REGISTRATION NUMBER: OC303525

DUNS NUMBER: 733367952

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 23 April 2024. It's issued under the Framework Contract with the reference number RM6269 for the provision of Restructuring and Insolvency Services.

CALL-OFF LOT(S):

Not applicable

CALL-OFF INCORPORATED TERMS

The following documents are incorporated into this Call-Off Contract. Where numbers are missing we are not using those schedules. If the documents conflict, the following order of precedence applies:

1. This Order Form includes the Call-Off Special Terms and Call-Off Special Schedules.
2. Joint Schedule 1(Definitions and Interpretation) RM6269
3. Framework Special Terms
4. The following Schedules in equal order of precedence:
 - Joint Schedules for RM6269 ○ Joint Schedule 1 (Definitions) - Mandatory ○ Joint Schedule 2 (Variation Form) - Mandatory ○ Joint Schedule 3 (Insurance Requirements) - Mandatory ○ Joint

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Schedule 4 (Commercially Sensitive Information) – Mandatory ○
Joint Schedule 5 (Corporate Social Responsibility)
○ Joint Schedule 10 (Rectification Plan) - Mandatory ○
Joint Schedule 11 (Processing Data) - Mandatory

- Call-Off Schedules for RM6269 ○ Call-Off Schedule 1
(Transparency Reports) – Optional ○ Call-Off Schedule 9
(Security)

CCS Core Terms (version 3.0.11)

No other Supplier terms are part of the Call-Off Contract. That includes any terms written on the back of, added to this Order Form, or presented at the time of delivery.

CALL-OFF START DATE: 23 April 2024

CALL-OFF EXPIRY DATE: 10 May 2024

CALL-OFF INITIAL PERIOD: 3 weeks

CALL-OFF OPTIONAL EXTENSION PERIOD: 12 months with up to an additional £400,000 for Phases 2-4

CALL-OFF DELIVERABLES

Phase 1 - Short term cash flow review

Based on information provided by group “Aztec Group” and/or their financial advisers, PwC will:

1. Short term cash flow forecast

Review and comment on Aztec UK’s and Aztec Group’s short term cash flow forecast for a period of 13 weeks, including;

- a. Methodology used to prepare the forecasts;
- b. Underlying key assumptions, including those relating to the UK defined benefit pension schemes cash flow assumptions;
- c. Liquidity and/ or funding requirements, including timing and quantum of any shortfall;
- d. Highlight points of critical timing / events that could impact ability to trade and potentially impact the solvency of Aztec UK;

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- e. The potential levers/mitigants available to Aztec UK to improve the cash flow position in the absence of asset disposals.

2. Group summary

To the extent required to support analysis and understanding of the short term cash flow, review the current Aztec group structure (where provided by the Group), including the corporate structure and the capital structure.

3. Operational considerations

Summarising the key commercial terms and profitability of the HMG contracts currently operated by Aztec UK/Group, based on information provided by the Cabinet Office and management.

4. Ad-Hoc Advice

Provide ad hoc advice and updates to Cabinet Office in any ongoing discussions with Aztec UK, Aztec Group and their financial advisors, the shareholders of the Aztec Group and / or their respective advisers, and any other key stakeholders (in relation to the scope items above).

Phases 2-4 below has been included to the extent that it is required. Work will not start on these phases unless written confirmation is received from Cabinet Office to proceed.

Phases 2-4 (not in scope until the extension option is exercised and agreed between Buyer and Supplier) may include some of the below:

Phase 2 - Situation review and restructuring options

1. Group summary

To the extent not already covered in Phase 1, set out the current Aztec group structure including commentary on:

- a. Corporate structure;
- b. Principal activities of the key entities within the group;
- c. The security structure (to the extent a legal security review is available); and d. Capital structure.

2. Financial Performance and Position

Review and comment on the financial position of both Aztec UK and the Aztec Group including:

- a. High level summary of the group consolidated financial statements for FY22 and FY23;

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- b. Review and comment on the different financial stakeholders (e.g. shareholders, bondholders, UK pension stakeholders, key suppliers), specifically commenting on their incentives to provide further funding/concessions and their ability to shorten Aztec's liquidity runway;
- c. Provide a high level view of Aztec's work in non-UK jurisdictions including services provided, dependency of services in relation to Aztec's global revenue and the public/private split of contracts;
- d. High level summary of the UK defined benefit pension schemes.

3. Operational considerations

Review and comment on the key operational considerations for Aztec UK, including:

- a. The operational interdependencies of Aztec UK on the Aztec Group;
- b. Summarising management's view of contract dependency;
- c. High level overview of separability / saleability of certain Aztec divisions on a standalone basis;
- d. Any intercompany balances between Aztec UK and the wider Aztec Group, including financial interdependencies.

4. Restructuring options

- a. Provide a high-level summary of the UK, Jersey and French restructuring options available to the Aztec Group, both outside and within an insolvency legal framework and the typical associated timelines for these processes;
- b. Review and comment on any financial support provided by the French Government and whether this could be ring-fenced from the UK group ("Aztec UK") which performs the services under the HMG contracts;
- c. Review and comment on whether any external financial support could be provided to Aztec UK on a ring-fenced basis, separate from the wider Aztec group.

5. Ad-Hoc Advice

- a. Provide ad hoc advice and updates to Cabinet Office in any ongoing discussions with Aztec UK, Aztec Group and their financial advisors, the shareholders of the Aztec Group and / or their respective advisers, and any other key stakeholders (in relation to the scope items above).

Phase 3 - Contingency Planning

1. Review and comment on Aztec UK and the Aztec Group's contingency plans, including commenting on the UK defined benefit pension considerations of any contingency planning options identified.
2. Review and comment on HMG's contingency plans, commenting specifically on:

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- a. Likelihood that an alternate supplier could provide the services currently provided by Aztec (based on details provided by HMG);
 - b. The likely impact on Aztec UK and the HMG critical contracts in the event that any part of the Aztec Group were placed into an insolvency process;
 - c. How HMG's contingency plan aligns with Aztec's contingency plans; and
 - d. Where relevant, we will set out any specific actions the UK government may wish to take to mitigate any UK defined benefit pension issues which may arise in respect of any contingency planning options.
3. Review and comment on the potential implications of an insolvency for the HMG contracts including:
- a. Identification of which contracts are critical to HMG based on criteria provided by Cabinet Office;
 - b. The contagion risk of how an insolvency in one part of the Aztec Group may impact Aztec UK or the wider Aztec Group and their ability to deliver the HMG critical contracts;
 - c. What mitigations are available to protect the delivery of critical contracts including ability to novate to another solvent entity within the Aztec Group if the legal entity delivering a HMG contract becomes insolvent;
 - d. Identification of potential Aztec solvent entities that could have a HMG contract novated to it and deliver the contract.
4. Comment on the potential key warning indicators/triggers to increase HMG's contingency planning; phases of escalation of readiness that HMG needs to plan and implement.
5. Consider what potential support HMG could provide to Aztec UK in securing its short-term needs and longer-term future, and the advantages and disadvantages of such support.
6. Based on the restructuring options identified in Phase 2, assess in further detail:
- a. which UK and French restructuring options (both solvent and insolvent) may be utilised in a restructuring or to continue trading
 - b. the consequences to HMG of each procedure
 - c. the direct potential insolvency funding requirements (where possible based on the information available and engagement with management)
 - d. additional costs to projects (where possible based on information available, and information provided by the Cabinet Office).
7. Provide ad hoc advice and updates to Cabinet Office in any ongoing discussions with Aztec UK, Aztec Group and their financial advisors, the shareholders of the Aztec Group and / or their respective advisers, and any other key stakeholders (in relation to the scope items above).
8. Workshop with Cabinet Office to present our findings on scope items 1-7 and discuss next steps.

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Phase 4 - Longer term viability and feasibility

1. Based on the Aztec Group's latest projections and business plan for the medium to long term (FY24-FY26), together with any available reports compiled by the Companies' advisors (and in the absence of Company information, based on market consensus information), comment on the future prospects and potential viability of the Companies including:
 - a. Forecast profitability including any turnaround / cost improvement measures;
 - b. Cash flows generated by the business to support the business plan over the next [three] years and any sensitivities to this funding requirement;
 - c. Likely exit routes, e.g. equity raising and M&A solutions.
2. Based on Aztec UK and Aztec Group's business plan and financial advisor reports, review and comment on the UK defined benefit pension schemes, including:
 - a. The pension schemes' expected cash flow requirements;
 - b. The pension schemes' likely technical provisions, s.179 and s.75 deficits and potential outcomes for the next triennial valuation for the Plans.
 - c. If relevant, preliminary employer covenant considerations on whether the supplier may need to provide cash or other mitigation to the pension schemes due to material detriment under the Pension Schemes Act 2021 (our work in this area will not constitute legal advice).
3. Provide ad hoc advice and updates to Cabinet Office in any ongoing discussions with Aztec UK, Aztec Group and their financial advisors, the shareholders of the Aztec Group and / or their respective advisers, and any other key stakeholders (in relation to the scope items above).

SECURITY

Short form security requirements apply

Buyers Security Policy

<https://www.gov.uk/government/publications/security-policy-framework/hmg-security-policyframework>

MAXIMUM LIABILITY

The limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the Core Terms.

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is £499,999. **Phase 1 costs (excluding scope item 3) will not exceed £99,999. Costs for phase 1 scope item 3 will be agreed between PwC and Cabinet Office during the period of phase 1 delivery, and will be confirmed in writing before work begins.**

The costs of phases 2-4 have not been confirmed.

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CALL-OFF CHARGES

Phase 1 costs (excluding scope item 3) will not exceed £99,999. Costs for phase 1 scope item 3 will be agreed between PwC and Cabinet Office during the period of phase 1 delivery, and will be confirmed in writing before work begins.

The costs of phases 2-4 have not been confirmed.

Daily and hourly rates for the project are expected to be as follows:

REDACTED TEXT under FOIA Section 40, Commercial Information

REIMBURSABLE EXPENSES

None

PAYMENT METHOD BACS

Payment

BUYER'S INVOICE ADDRESS:

Newport SSCL
Cabinet Office,
PO Box 405
Newport
NP10 8FZ Invoices should be submitted
electronically to:

APinvoices-CAB-U@gov.sscl.com

BUYER'S AUTHORISED REPRESENTATIVE

**REDACTED TEXT under FOIA Section 40,
Personal Information1**

Horse Guards Road, London SW1A 2HQ

BUYER'S ENVIRONMENTAL POLICY

Cabinet Office Sustainability & Environmental Policy [May 2022]
<https://www.gov.uk/government/publications/cabinet-office-environmental-policystatement/cabinet-office-environmental-policy-statement>

BUYER'S SECURITY POLICY

www.gov.uk/government/publications/security-policy-framework/hmg-security-policyframework

SUPPLIER'S AUTHORISED REPRESENTATIVE

REDACTED TEXT under FOIA Section 40, Personal Information

1 Embankment Place, London WC2N 6RH

SUPPLIER'S CONTRACT MANAGER

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Embankment Place, London WC2N 6RH

PROGRESS REPORT FREQUENCY

Weekly or as agreed

PROGRESS MEETING FREQUENCY

3 times a week or as agreed

KEY STAFF

REDACTED TEXT under FOIA Section 40, Personal Information

1 Embankment Place, London WC2N 6RH

REDACTED TEXT under FOIA Section 40, Personal Information

PricewaterhouseCoopers LLP, 7 More London Riverside, London, SE1 2RT, UK

KEY SUBCONTRACTOR(S)

COMMERCIALLY SENSITIVE INFORMATION

Supplier's Commercially Sensitive Information

SERVICE CREDITS

Not applicable

ADDITIONAL INSURANCES

Not applicable

GUARANTEE

Not applicable

SOCIAL VALUE COMMITMENT

Not applicable

REDACTED TEXT under FOIA Section 40, Personal Information

Joint Schedule 4 (Commercially Sensitive Information)

What is Commercially Sensitive Information?

In this Schedule the Parties have sought to identify the Supplier's Confidential Information that is genuinely commercially sensitive and the disclosure of which would be the subject of an exemption under the FOIA and the EIRs.

Where possible, the Parties have sought to identify when any relevant Information will cease to fall into the category of Information to which this Schedule applies in the table below and in the Order Form (which shall be deemed incorporated into the table below).

Without prejudice to the Relevant Authority's obligation to disclose Information in accordance with FOIA or Clause 16 (When you can share information), the Relevant Authority will, in its sole discretion, acting reasonably, seek to apply the relevant exemption set out in the FOIA to the following Information:

No.	Date	Item(s)	Duration of Confidentiality
1	23 April 2024	Any information relating to the Supplier's fee rates, its methodology for providing the services in question and any personal data provided by the Supplier including the CVs of the Staff engaged in the provision of the Services.	The duration for which such information shall be confidential is indefinite.
2	23 April 2024	Any information falling within the definition of "Supplier's Confidential Information".	The duration for which such information shall be confidential is indefinite.

Joint Schedule 5 (Corporate Social Responsibility)

What we expect from our Suppliers

- a) In February 2019, HM Government published a Supplier Code of Conduct setting out the standards and behaviours expected of suppliers who work with government ([https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/779660/20190220-Supplier Code of Conduct.pdf](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/779660/20190220-Supplier_Code_of_Conduct.pdf))
- b) CCS expects its Suppliers and Subcontractors to meet the standards set out in that Code. In addition, CCS expects its Suppliers and Subcontractors to comply with the Standards set out in this Schedule.
- c) The Supplier acknowledges that the Buyer may have additional requirements in relation to corporate social responsibility. The Buyer expects that the Supplier and its Subcontractors will comply with such corporate social responsibility requirements as the Buyer may notify the Supplier from time to time.

1. Equality and Accessibility

- a) In addition to legal obligations, the Supplier shall support CCS and the Buyer in fulfilling its Public Sector Equality duty under S149 of the Equality Act 2010 by ensuring that it fulfils its obligations under each Contract in a way that seeks to:
 - i. eliminate discrimination, harassment or victimisation of any kind; and
 - ii. advance equality of opportunity and good relations between those with a protected characteristic (age, disability, gender reassignment, pregnancy and maternity, race, religion or belief, sex, sexual orientation, and marriage and civil partnership) and those who do not share it.

2. Modern Slavery, Child Labour and Inhumane Treatment

"Modern Slavery Helpline" means the mechanism for reporting suspicion, seeking help or advice and information on the subject of modern slavery available online at <https://www.modernslaveryhelpline.org/report> or by telephone on 08000 121 700.

The Supplier:

- a) shall not use, nor allow its Subcontractors to use forced, bonded or involuntary prison labour;
- b) shall not require any Supplier Staff or Subcontractor Staff to lodge deposits or identify papers with the Employer and shall be free to leave their employer after reasonable notice;
- c) warrants and represents that it has not been convicted of any slavery or human trafficking offences anywhere around the world.

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- d) warrants that to the best of its knowledge it is not currently under investigation, inquiry or enforcement proceedings in relation to any allegation of slavery or human trafficking offenses anywhere around the world.
- e) shall make reasonable enquires to ensure that its officers, employees and Subcontractors have not been convicted of slavery or human trafficking offenses anywhere around the world.
- f) shall have and maintain throughout the term of each Contract its own policies and procedures to ensure its compliance with the Modern Slavery Act and include in its contracts with its Subcontractors anti-slavery and human trafficking provisions;
- g) shall implement due diligence procedures to ensure that there is no slavery or human trafficking in any part of its supply chain performing obligations under a Contract;
- h) shall prepare and deliver to CCS, an annual slavery and human trafficking report setting out the steps it has taken to ensure that slavery and human trafficking is not taking place in any of its supply chains or in any part of its business with its annual certification of compliance with Paragraph 3;
- i) shall not use, nor allow its employees or Subcontractors to use physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation of its employees or Subcontractors;
- j) shall not use or allow child or slave labour to be used by its Subcontractors;
- k) shall report the discovery or suspicion of any slavery or trafficking by it or its Subcontractors to CCS, the Buyer and Modern Slavery Helpline.

3. Income Security

The Supplier shall:

- a) ensure that that all wages and benefits paid for a standard working week meet, at a minimum, national legal standards in the country of employment;
- b) ensure that all Supplier Staff are provided with written and understandable Information about their employment conditions in respect of wages before they enter employment and about the particulars of their wages for the pay period concerned each time that they are paid;
- c) not make deductions from wages:
 - i. as a disciplinary measure
 - ii. except where permitted by law; or
 - iii. without expressed permission of the worker concerned;
- d) record all disciplinary measures taken against Supplier Staff; and

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- e) ensure that Supplier Staff are engaged under a recognised employment relationship established through national law and practice.

4. Working Hours

1. The Supplier shall:
 - a) ensure that the working hours of Supplier Staff comply with national laws, and any collective agreements;
 - b) that the working hours of Supplier Staff, excluding overtime, shall be defined by contract, and shall not exceed 48 hours per week unless the individual has agreed in writing;
 - c) ensure that the use of overtime is used responsibly, taking into account:
 - i. the extent;
 - ii. frequency; and
 - iii. hours worked;
 - d) by individuals and by the Supplier Staff as a whole;
2. The total hours worked in any seven day period shall not exceed 60 hours, except where covered by Paragraph 5.3 below.
3. Working hours may exceed 60 hours in any seven day period only in exceptional circumstances where all of the following are met:
 - a) this is allowed by national law;
 - b) this is allowed by a collective agreement freely negotiated with a workers' organisation representing a significant portion of the workforce;
 - c) appropriate safeguards are taken to protect the workers' health and safety; and
 - d) the employer can demonstrate that exceptional circumstances apply such as unexpected production peaks, accidents or emergencies.
4. All Supplier Staff shall be provided with at least one (1) day off in every seven (7) day period or, where allowed by national law, two (2) days off in every fourteen (14) day period.

• Sustainability

The supplier shall meet the applicable Government Buying Standards applicable to Deliverables which can be found online at

<https://www.gov.uk/government/collections/sustainable-procurement-the-governmentbuying-standards-gbs>

Joint Schedule 11 (Processing Data)

Definitions

1. In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

“**Processor** all directors, officers, employees, agents, consultants and **Personnel**” suppliers of the Processor and/or of any Subprocessor engaged in the performance of its obligations under a Contract;

Status of the Controller

2. The Parties acknowledge that for the purposes of the Data Protection Legislation, the nature of the activity carried out by each of them in relation to their respective obligations under a Contract dictates the status of each party under the DPA 2018. A Party may act as:

(a) “Controller” in respect of the other Party who is “Processor”; (b)

“Processor” in respect of the other Party who is “Controller”;

(c) “Joint Controller” with the other Party;

(d) “Independent Controller” of the Personal Data where the other Party is also “Controller”,

in respect of certain Personal Data under a Contract and shall specify in Annex 1 (*Processing Personal Data*) which scenario they think shall apply in each situation.

Where one Party is Controller and the other Party its Processor

3. Where a Party is a Processor, the only Processing that it is authorised to do is listed in Annex 1 (*Processing Personal Data*) by the Controller.

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

5. 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 and the purpose of the Processing;

(b) an assessment of the necessity and proportionality of the Processing in relation to the Deliverables;

(c) an assessment of the risks to the rights and freedoms of Data Subjects; and

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- (d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
6. The Processor shall, in relation to any Personal Data Processed in connection with its obligations under the Contract:
- (a) Process that Personal Data only in accordance with Annex 1 (*Processing Personal Data*), unless the Processor is required to do otherwise by Law. If it is so required the Processor shall notify the Controller before Processing the Personal Data unless prohibited by Law;
- (b) ensure that it has in place Protective Measures, including in the case of the Supplier the measures set out in Clause 14.3 of the Core Terms, 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 Personal Data Breach;
 - (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 the Contract (and in particular Annex 1 (*Processing Personal Data*));
 - (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 Joint Schedule 11, Clauses 14 (*Data protection*), 15 (*What you must keep confidential*) and 16 (*When you can share information*) of the Core Terms;
 - (B) are subject to appropriate confidentiality undertakings with the Processor or any Subprocessor;
 - (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 the Contract; and
 - (D) have undergone adequate training in the use, care, protection and handling of Personal Data;
- (d) not transfer Personal Data outside of the UK or 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 UK GDPR Article 46 or LED Article 37) as determined by the Controller;
 - (ii) the Data Subject has enforceable rights and effective legal remedies;

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- (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; and
 - (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 Contract unless the Processor is required by Law to retain the Personal Data.
7. Subject to paragraph 8 of this Joint Schedule 11, the Processor shall notify the Controller immediately if in relation to it Processing Personal Data under or in connection with the Contract it:
- (a) receives a Data Subject Access Request (or purported Data Subject Access 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 the Contract;
 - (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 Personal Data Breach.
8. The Processor's obligation to notify under paragraph 7 of this Joint Schedule 11 shall include the provision of further information to the Controller, as details become available.
9. Taking into account the nature of the Processing, the Processor shall provide the Controller with assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under paragraph 7 of this Joint Schedule 11 (and insofar as possible within the timescales reasonably required by the Controller) including by immediately 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 it to comply with a Data Subject Access 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 Personal Data Breach; and/or

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- (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.
- 10.** The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this Joint Schedule 11. 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 UK GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the UK GDPR; or
 - (c) the Controller determines that the Processing is likely to result in a risk to the rights and freedoms of Data Subjects.
- 11.** The Processor shall allow for audits of its Data Processing activity by the Controller or the Controller's designated auditor.
- 12.** The Parties shall designate a Data Protection Officer if required by the Data Protection Legislation.
- 13.** Before allowing any Subprocessor to Process any Personal Data related to the Contract, the Processor must:
- (a) notify the Controller in writing of the intended Subprocessor and Processing;
 - (b) obtain the written consent of the Controller;
 - (c) enter into a written agreement with the Subprocessor which give effect to the terms set out in this Joint Schedule 11 such that they apply to the Subprocessor; and
 - (d) provide the Controller with such information regarding the Subprocessor as the Controller may reasonably require.
- 14.** The Processor shall remain fully liable for all acts or omissions of any of its Subprocessors.
- 15.** The Relevant Authority may, at any time on not less than thirty (30) Working Days' notice, revise this Joint Schedule 11 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 the Contract).
- 16.** The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Relevant Authority may on not less than thirty (30) Working Days' notice to the Supplier amend the Contract to ensure that it complies with any guidance issued by the Information Commissioner's Office.

Where the Parties are Joint Controllers of Personal Data

- 17.** In the event that the Parties are Joint Controllers in respect of Personal Data under the Contract, the Parties shall implement paragraphs that are necessary to comply with UK GDPR Article 26 based on the terms set out in Annex 2 to this Joint Schedule 11.

Independent Controllers of Personal Data

- 18.** With respect to Personal Data provided by one Party to another Party for which each Party acts as Controller but which is not under the Joint Control of the Parties, each Party undertakes to comply with the applicable Data Protection Legislation in respect of their Processing of such Personal Data as Controller.
- 19.** Each Party shall Process the Personal Data in compliance with its obligations under the Data Protection Legislation and not do anything to cause the other Party to be in breach of it.
- 20.** Where a Party has provided Personal Data to the other Party in accordance with paragraph 18 of this Joint Schedule 11 above, the recipient of the Personal Data will provide all such relevant documents and information relating to its data protection policies and procedures as the other Party may reasonably require.
- 21.** The Parties shall be responsible for their own compliance with Articles 13 and 14 UK GDPR in respect of the Processing of Personal Data for the purposes of the Contract.
- 22.** The Parties shall only provide Personal Data to each other:
- (a) to the extent necessary to perform their respective obligations under the Contract;
 - (b) in compliance with the Data Protection Legislation (including by ensuring all required data privacy information has been given to affected Data Subjects to meet the requirements of Articles 13 and 14 of the UK GDPR); and
 - (c) where it has recorded it in Annex 1 (*Processing Personal Data*).
- 23.** Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, each Party shall, with respect to its Processing of Personal Data as Independent Controller, implement and maintain appropriate technical and organisational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1)(a), (b), (c) and (d) of the UK GDPR, and the measures shall, at a minimum, comply with the requirements of the Data Protection Legislation, including Article 32 of the UK GDPR.

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- 24.** A Party Processing Personal Data for the purposes of the Contract shall maintain a record of its Processing activities in accordance with Article 30 UK GDPR and shall make the record available to the other Party upon reasonable request.
- 25.** Where a Party receives a request by any Data Subject to exercise any of their rights under the Data Protection Legislation in relation to the Personal Data provided to it by the other Party pursuant to the Contract ("**Request Recipient**"):
- (a) the other Party shall provide any information and/or assistance as reasonably requested by the Request Recipient to help it respond to the request or correspondence, at the cost of the Request Recipient; or
 - (b) where the request or correspondence is directed to the other Party and/or relates to that other Party's Processing of the Personal Data, the Request Recipient will:
 - (i) promptly, and in any event within five (5) Working Days of receipt of the request or correspondence, inform the other Party that it has received the same and shall forward such request or correspondence to the other Party; and
 - (ii) provide any information and/or assistance as reasonably requested by the other Party to help it respond to the request or correspondence in the timeframes specified by Data Protection Legislation.
- 26.** Each Party shall promptly notify the other Party upon it becoming aware of any Personal Data Breach relating to Personal Data provided by the other Party pursuant to the Contract and shall:
- (a) do all such things as reasonably necessary to assist the other Party in mitigating the effects of the Personal Data Breach;
 - (b) implement any measures necessary to restore the security of any compromised Personal Data;
 - (c) work with the other Party to make any required notifications to the Information Commissioner's Office and affected Data Subjects in accordance with the Data Protection Legislation (including the timeframes set out therein); and
 - (d) not do anything which may damage the reputation of the other Party or that Party's relationship with the relevant Data Subjects, save as required by Law.
- 27.** Personal Data provided by one Party to the other Party may be used exclusively to exercise rights and obligations under the Contract as specified in Annex 1 (*Processing Personal Data*).
- 28.** Personal Data shall not be retained or processed for longer than is necessary to perform each Party's respective obligations under the Contract which is specified in Annex 1 (*Processing Personal Data*).

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29. Notwithstanding the general application of paragraphs 2 to 16 of this Joint Schedule 11 to Personal Data, where the Supplier is required to exercise its regulatory and/or legal obligations in respect of Personal Data, it shall act as an Independent Controller of Personal Data in accordance with paragraphs 18 to 28 of this Joint Schedule 11.

Annex 1 - Processing Personal Data

This Annex 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 Annex shall be with the Relevant Authority at its absolute discretion.

1. The contact details of the Relevant Authority's Data Protection Officer are:
dpo@cabinetoffice.gov.uk 2. The contact details of the Supplier's Data Protection Officer are:

Data Protection Officer
PricewaterhouseCoopers LLP
1 Embankment Place London
WC2N 6RH

REDACTED TEXT under FOIA Section 40, Personal Information

email: uk_privacy_information_management@pwc.com

3. The Processor shall comply with any further written instructions with respect to Processing by the Controller.
4. Any such further instructions shall be incorporated into this Annex.

Description	Details
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<p>Identity of Controller for each Category of Personal Data</p>	<p>The Parties are Independent Controllers of Personal Data</p> <p>The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of:</p> <ul style="list-style-type: none"> • Business contact details of Supplier Personnel for which the Supplier is the Controller, • Business contact details of any directors, officers, employees, agents, consultants and contractors of Relevant Authority (excluding the Supplier Personnel) engaged in the performance of the Relevant Authority's duties under the Contract) for which the Relevant Authority is the Controller. <p>In common with most professional service providers, the Supplier ("PwC") uses third party processors to provide certain elements of its IT systems and the support for them. PwC and its third party service processors have host servers and data centres throughout the world. PwC puts in place contractual arrangements with such processors which comply with data protection law and PwC's strict standards of security and confidentiality. PwC would only transfer personal data outside the UK or European Economic Area ("EEA") to a third party processor in accordance with data protection law and where it has a lawful basis to do so. Full details of how PwC uses personal data can be found in its privacy notice at: https://www.pwc.co.uk/who-weare/privacystatement.html</p>
	<p>The Relevant Authority should not provide PwC with personal data unless the Call Off Contract requires the use of it or PwC requests it from the Relevant Authority. In respect of any personal data that the Relevant Authority does share with PwC, the Relevant Authority should ensure that it has necessary authority from relevant data subjects for PwC to use and transfer it in accordance with the Call Off Contract, and that they have been given necessary information regarding its use.</p>
<p>Duration of the Processing</p>	<p>From the Call-Off Start Date until the Call-Off Expiry Date</p>
<p>Nature and purposes of the Processing</p>	<p>The nature of the processing will be limited to any necessary communication between the Supplier staff and the Relevant Authority staff to deliver the Services.</p>

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Type of Personal Data	Names, email address, phone number
Extension of the existing contract to 31st May 2024 to allow completion of the current phase of work.	Extension of the existing contract to 31st May 2024 to allow completion of the current phase of work.
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	The duration of the Call-off Contract plus seven years. Data will be maintained and deleted in accordance with the relevant Controller's record and retention policies.