

## RM6187 Framework Schedule 6 (Order Form and Call-Off Schedules)

### Order Form

CALL-OFF REFERENCE: TRHS0003

THE BUYER: Department for Transport

BUYER ADDRESS: Great Minster House, 33 Horseferry Road,  
London, SW1P 4DR

THE SUPPLIER: GRANT THORNTON UK LLP

SUPPLIER ADDRESS: 30 Finsbury Square, London, EC2A 1AG

REGISTRATION NUMBER: [REDACTED]

DUNS NUMBER: [REDACTED]

SID4GOV ID: N/A

### Applicable framework contract

This Order Form is for the provision of the Call-Off Deliverables and dated: 16<sup>th</sup> October 2023.

It's issued under the Framework Contract with the reference number RM6187 for the supply of an Infrastructure Commercial Advisor for High Speed Rail Group.

**CALL-OFF LOT:** Lot 4 Finance

### Call-off incorporated terms

The following documents are incorporated into this Call-Off Contract.

Where schedules are missing, those schedules are not part of the agreement and cannot be used. 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) RM6187

3. The following Schedules in equal order of precedence:

**Joint Schedules for RM6187 Management Consultancy Framework Three**

- Joint Schedule 1 (Definitions)
- Joint Schedule 2 (Variation Form)
- Joint Schedule 3 (Insurance Requirements)
- Joint Schedule 4 (Commercially Sensitive Information)
- Joint Schedule 10 (Rectification Plan)
- Joint Schedule 11 (Processing Data)

**Call-Off Schedules**

- Call-Off Schedule 5 (Pricing Details)
  - Call-Off Schedule 7 (Key Supplier Staff)
  - Call-Off Schedule 9 (Security) - Part A Short form requirements
  - Call-Off Schedule 10 (Exit Management)
  - Call-Off Schedule 20 (Call-Off Specification)
4. CCS Core Terms (version 3.0.10)
  5. Joint Schedule 5 (Corporate Social Responsibility)
  6. Call-Off Schedule 4 (Call-Off Tender) as long as any parts of the Call-Off Tender that offer a better commercial position for the Buyer (as decided by the Buyer) take precedence over the documents above.

Supplier terms are not 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 special terms:**

**Special Term 1:**

- 1) [Redacted]

[REDACTED]

2) [REDACTED]

**Call-off start date:** 2<sup>nd</sup> October 2023

**Call-off expiry date:** 1<sup>st</sup> May 2024

**Call-off optional extension:** 6 Month + 6 Month  
End date of extension period 1: 1st November 2024  
End date of extension period 2: 1<sup>st</sup> May 2025

**Call-off deliverables:** As per Attachment 3 – Statement of Requirements

### Security

Short form security requirements apply

### And

The Authority takes data security extremely seriously and applies agreed government security procedures to all Contracts involving the handling of data and 'Official Sensitive' and 'Commercial Sensitive' information.

There are no specific security requirements, however in line with standard procedure it is expected that the Potential Provider has secure and robust methodologies for storing and protecting all information related to this project and any other work carried out under this contract.

Due to the highly sensitive nature of the Project, the Potential Provider is required to take adequate steps to ensure suitable protection of, and keep confidential, all information received as part of the Scope of Work, including, as necessary, limits on access to IT systems and password protections. There will be serious consequences should any information make its way to the public domain.

The Authority requires that the Potential Provider treats confidentially all information provided and produced under this contract and that this obligation survives the duration of this contract and seven years following expiry. The Authority requires that the Potential Provider produces and maintains robust processes, systems and controls to ensure information provided and produced under this contract is not shared with third parties other than our Key Sub-Contractors or utilised by the Potential Provider to the benefit of third parties and or to the detriment of the Department.

Potential Providers are to note that all staff they supply or intend to supply who have regular access to or will be based at the Authority's premises have complied with the Authority's Baseline Personnel Security Standard (BPSS).

(<https://www.gov.uk/government/publications/security-policy-framework>)

### **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 £800,000 giving a resulting maximum liability of £1,000,000.

This value is only for the purpose of the calculating the liability and does not reflect a guarantee of the profiling of the contract expenditure.

### **Call-off charges**

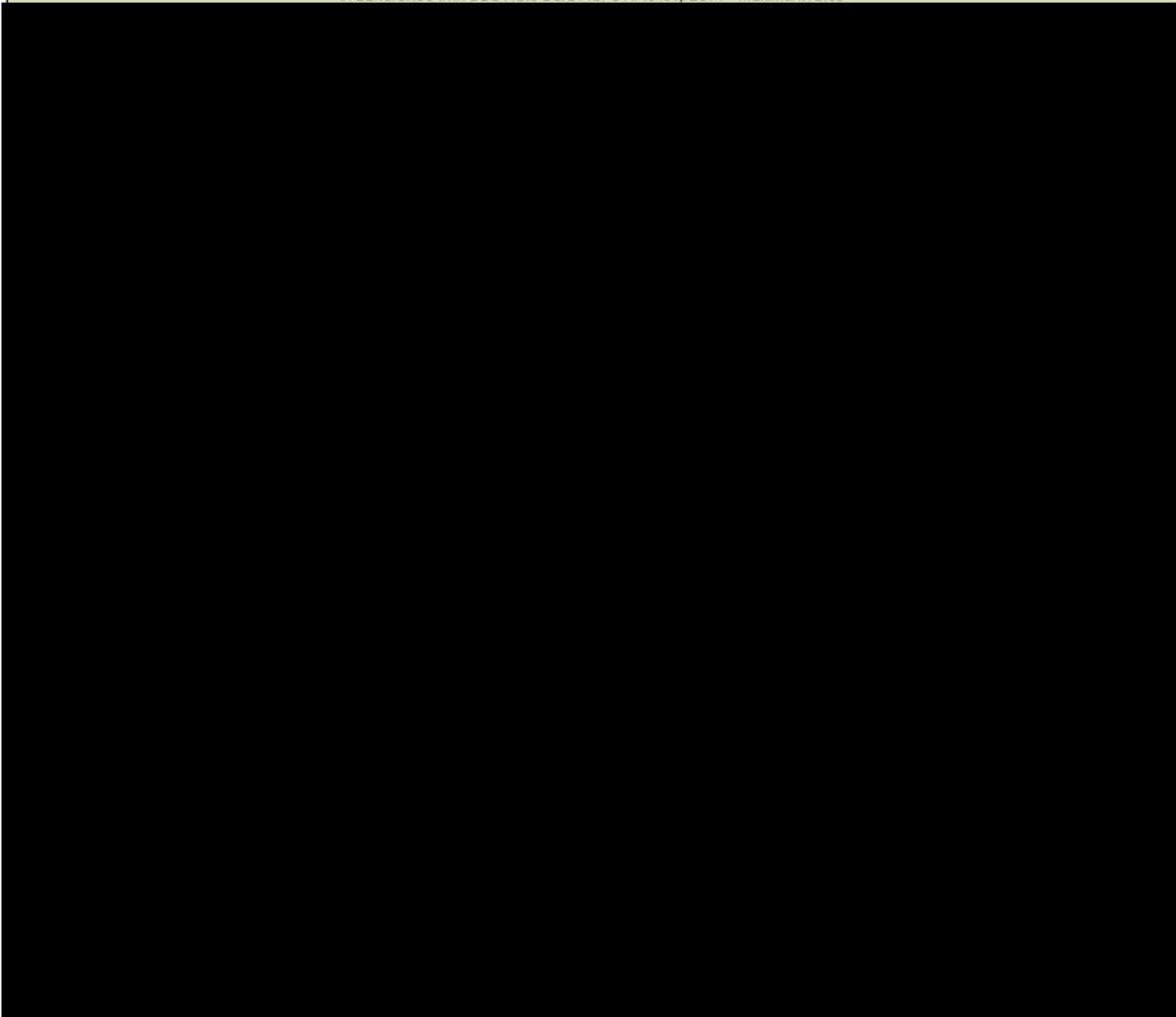
The total contract value for the initial term (7 months) shall not exceed £800,000 (including VAT).

All changes to the Charges must use procedures that are equivalent to those in Paragraphs 4, 5 and 6 (if used) in Framework Schedule 3 (Framework Prices)

For the avoidance of doubt, the total contract value for the 19-month period shall not exceed £800,000 (including VAT).

**Call-Off Rates for Commercial Efficiencies focused workstreams and activities  
(70%)**

Pricing Table A – Call Off Rates for Commercial Efficiencies focused workstreams and activities – Grant Thornton UK LLP  
*in adherence with CCS Rate Card MCF3/RM6187, Lot 4 - maximum rates*



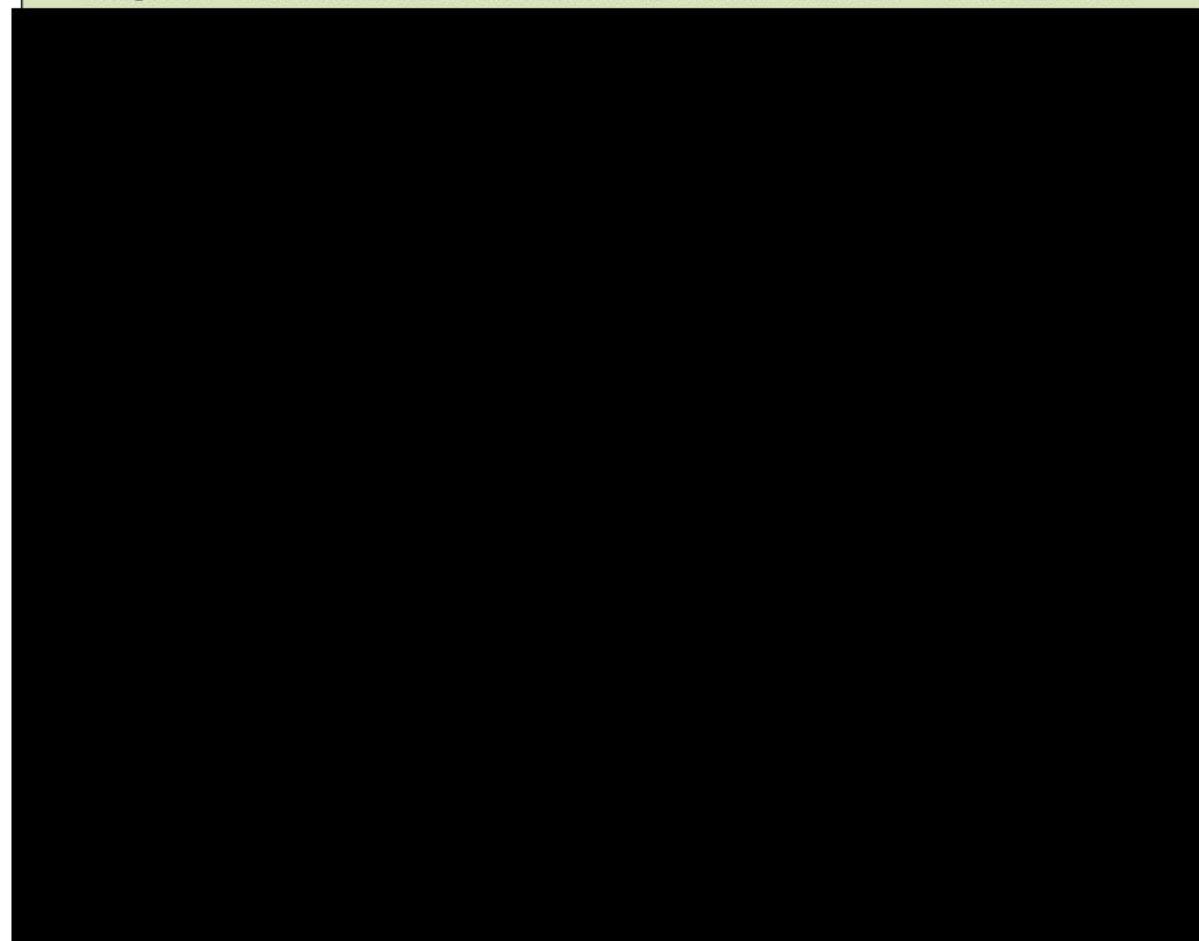
**The activities under this rate card will include (but not limited to):**

The following activities outlined in Section 5 of the Statement of Requirements:

- Enhancing commercial efficiency to deliver HS2
- Contract Management activities to be delivered by Consultant level resource

Ad hoc support will be available under this rate card.

Pricing Table B - Call Off Rates for Commercial Efficiencies focused workstreams and activities - Gardiner & Theobald LLP



**The activities under this rate card will include (but not limited to):**

The following activities outlined in Section 5 of the Statement of Requirements:

- Enhancing commercial efficiency to deliver HS2
- Contract Management activities to be delivered by Consultant level resource

Ad hoc support will be available under this rate card.

## Call-Off Rates for Negotiation focused workstreams and activities (30%)

Pricing Table A - Call Off Rates for Negotiation focused workstreams and activities - Grant Thornton UK LLP <small>(in adherence with CCS Rate Card MCE3/BMS187 Lot 4 - maximum rates)</small>	

### **The activities under this rate card will include (but not limited to):**

Activities outlined in Section 5 of the Statement of Requirements:

- Negotiation and advising on alternative funding opportunities

The Charges will not be impacted by any change to the Framework Prices. The Charges can only be changed by agreement in writing between the Buyer and the Supplier because of:

- Specific Change in Law
- Benchmarking using Call-Off Schedule 16 (Benchmarking)

**Reimbursable expenses**

The costs associated with this contract are expected to be covered by the Time and Materials fees and the Authority will not pay for travel, meetings rooms and other associated expenses.

**Payment method**

Monthly invoice

**Buyer's invoice address**

[Redacted]

**FINANCIAL TRANSPARENCY OBJECTIVES**

The Financial Transparency Objectives do not apply to this Call-Off Contract

**Buyer's authorised representative**

[Redacted]

**Buyer's security policy**

Please see Call Off Schedule 9: Security and Section 15 & 16 of Attachment 3 Statement of Requirements

**Supplier's authorised representative**

[Redacted]

**Supplier's contract manager**

[Redacted]

**Progress report frequency**

HSRG expects the Potential Provider to deliver monthly progress flash reports and as may be reasonably required by the Authority from time to time (subject to any alternative arrangements being reached). Such reports would be expected to cover the following areas:

- Preparation for and progress on specified tasks and key actions to be completed;
- Forward plan on activities;
- Forecast completion dates for activities;

- Key risks and emerging issues impacting progress across the HS2 Programme with planned or existing mitigations where relevant;
- A monthly update of the percentage allocation of grades and weighted day rates for the contract to date against those in the successful consultant's Bid
- Financial progress, including costs incurred to date and forecast costs to the end of any particular activity.
- Quarterly report on knowledge transfer/lessons learned (this can include case studies etc.);
- Time sheets identifying the staff member and hours deployed on defined activities

### **Progress meeting frequency**

Formal contract management review meetings will be held monthly at pre-agreed dates via Microsoft Teams or at the Authority's offices. The meeting should take place no later than ten working days after the end of a calendar month.

Documentation should be distributed in advance by the Supplier to the Authority at least three working days prior to the meeting. It is expected that the Contract Manager will meet the Potential Provider weekly to discuss progress of milestones.

The formal contract management meeting will cover the following areas:

- Reporting update including finance
- Review of KPIs scorecard
- Knowledge transfer/lessons learned
- Risks and Issues
- Conflicts of interest
- Exit plan
- Any Other Business

### **Key staff**

#### **Department for Transport**

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

**Grant Thornton UK LLP**

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

**Gardiner & Theobald LLP**

[REDACTED]

[REDACTED]

**Commercially sensitive information**

Section 16 Security and Confidentiality Requirements of the SoR

**Service credits**

Not applicable

**Additional insurances**

Not applicable

**Guarantee**

Not applicable

**Service Levels and Performance**

KPI/SLA	Service Area	KPI/SLA description	Target Score	Weighting
1	Deliverables	Overall Project Deliverables: <ul style="list-style-type: none"><li>• How satisfied is the Authority with the delivery of the services from the Supplier?</li><li>• Have all the deliverables been met in accordance</li></ul>	Score of 8+/10	30%

		<p>with the requirements and expectations on quality?</p> <ul style="list-style-type: none"> <li>• Has the Supplier provided sufficient assurance to their deliverables?</li> </ul>		
2	Staff	<p>Staff Competence:</p> <ul style="list-style-type: none"> <li>• How satisfied is the Authority with the Suppliers staff appointed to the project competent and suitably qualified to perform the work required of them by the project?</li> <li>• Do the staff communicate effectively, attend regular meetings / conference calls and follow-up accordingly, as required by the project?</li> <li>• Are the staff's deliverables consistent with the required reporting / evaluations expected by the Client team?</li> </ul>	Score of 8+/10	25%
3	Mobilisation and Delivery to Programme / Project Deadlines	<ul style="list-style-type: none"> <li>• Has the Supplier mobilised in a manner consistent with the Client team's expectations?</li> </ul>	Score of 8+/10	20%

		<ul style="list-style-type: none"> <li>• How satisfied is the Authority with the programme management by the Supplier?</li> <li>• Has the Supplier suitably managed project deliverables in a timely manner? If not, has the Supplier provided suitable notice of any possible delays to the programme and/or identified suitable corrective action and acted accordingly?</li> <li>• Is the Authority satisfied that the overall programme is under control in so far as the Consultant is able to influence?</li> </ul>		
4	Knowledge Transfer	<ul style="list-style-type: none"> <li>• How satisfied is the Authority with the Suppliers approach to knowledge transfer?</li> <li>• Has the Supplier provided an on-going programme of activities?</li> <li>• Has the Supplier delivered suitable standards of knowledge transfer where it has been undertaken?</li> <li>• Has there been</li> </ul>	Score of 8+/10	15%

		appropriate knowledge transfer on elements that would be relevant to closure and exit of the contract?		
5	Social Value	<p>Social Value Theme 5: Wellbeing</p> <ul style="list-style-type: none"> <li>• Has the Supplier provided satisfactory updates on Health &amp; Wellbeing in the Contract Workforce?</li> </ul>	Score of 8+/10	5%
6	Exit Strategy	<ul style="list-style-type: none"> <li>• Has the Supplier passed onto the Client as part of the exit process all information required for future use by the Authority or their Supplier's, therefore enabling the project to be closed off with no outstanding dependencies?</li> <li>• Has the Supplier provided the draft exit strategy plan within one month of the contract commencing?</li> <li>• Has the Supplier provided an annual Exit Strategy Plan (from contract commencement date) and updated exit plans?</li> </ul>	Score of 8+/10	5%

A scoring system of 0-10 is used to assess the Supplier's performance in each of the areas measured:

- 0 = Completely Dissatisfied
- 2 = Highly Dissatisfied
- 4 = Mildly Dissatisfied
- 6 = Mildly Satisfied
- 8 = Highly Satisfied
- 10 = Completely Satisfied

Potential Providers should note that the weighting included in the above KPI table are part of the Contract Management process and it is not related to the evaluation process in any way.

In the event of poor performance through the failure to deliver KPIs to time and of appropriate quality, the Authority shall meet with the Potential Provider to understand the root cause of the issue. The Potential Provider shall formulate a Performance Improvement Plan, in agreement with the Authority, to rectify these issues and meet the requirements in this statement.

If poor performance continues, following formal written warnings, early termination of the Contract will also be considered in line with the Framework Terms and Conditions.

The Authority will discuss the KPI scorecard and commentary at Contract Management meetings with the Potential Provider. The Authority will measure performance using the Key Performance Indicators above. Each month the Potential Provider will be required to complete the section 'Supplier Reported Performance' and a proposed score and provide it to the Contract Manager 5 working days before the Contract Management meeting. A final score and commentary will be agreed by both parties in the meeting. The KPI scorecard template is attached with the ITT pack.

The Authority mandates that DfTc and Executive Agencies shall publish three top KPIs relating to their 'most important' contracts, as per the Sourcing Playbook. The purpose of publishing 3 top KPIs from the DfT's 'most important' contracts is to build trust in the delivery of public services and increase transparency. Furthermore, it is a requirement of the government's transparency agenda (as evidenced in the Sourcing Playbook) that three KPIs from each of the government's most important contracts shall be made publicly available. The Authority will identify the most important contracts to publish and will inform Suppliers of the publication. The Potential Provider must ensure that they report on their KPIs on a monthly basis using the KPI scorecard template which will be provided at the Inception meeting. The Authority also reserves the right to publish KPIs with no further notice to the Potential Provider.

Notwithstanding any other term of this Contract, the Potential Provider hereby gives consent for the Authority to publish to the general public the Contract (and any documents subsequently produced by either party as part of management of the contract – including, but not limited to, performance against key performance indicators and plans to rectify the same etc.) in their entirety, including from time to time agreed changes to the Contract.

### **Buyer's social value policy**

The Supplier is expected to demonstrate how they promote principles of Social Value in their organisation which will include activities that:

- Demonstrate action to support the health and wellbeing, including physical and mental health, in the contract workforce

### **Social value commitment**

The Supplier agrees, in providing the Deliverables and performing its obligations under the Call-Off Contract, that it will comply with the social value commitments in Call-Off Schedule 4 (Call-Off Tender)

### **Formation of call off contract**

By signing and returning this Call-Off Order Form the Supplier agrees to enter a Call-Off Contract with the Buyer to provide the Services in accordance with the Call-Off Order Form and the Call-Off Terms.

The Parties hereby acknowledge and agree that they have read the Call-Off Order Form and the Call-Off Terms and by signing below agree to be bound by this Call-Off Contract.

### **For and on behalf of the Supplier:**

Signature: 

Name: 

Role: 

Date: 16 October 2023

### **For and on behalf of the Buyer:**

Signature: 

Name: 

Role: 

Date: 17/10/23

## Joint Schedule 11 (Processing Data)

### Definitions

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

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

### Status of the Controller

- o 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:
  - “Controller” in respect of the other Party who is “Processor”;
  - “Processor” in respect of the other Party who is “Controller”;
  - “Joint Controller” with the other Party;
  - “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

- o 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.
- o The Processor shall notify the Controller immediately if it considers that any of the Controller’s instructions infringe the Data Protection Legislation.
- o 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 systematic description of the envisaged Processing and the purpose of the Processing;
  - an assessment of the necessity and proportionality of the Processing in relation to the Deliverables;

- an assessment of the risks to the rights and freedoms of Data Subjects; and
  - the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
- o The Processor shall, in relation to any Personal Data Processed in connection with its obligations under the Contract:
- 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;
  - 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:
    - nature of the data to be protected;
    - harm that might result from a Personal Data Breach;
    - state of technological development; and
    - cost of implementing any measures;
  - ensure that :
    - the Processor Personnel do not Process Personal Data except in accordance with the Contract (and in particular Annex 1 (*Processing Personal Data*));
    - 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:
      - o 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;
      - o are subject to appropriate confidentiality undertakings with the Processor or any Subprocessor;
      - o 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
      - o have undergone adequate training in the use, care, protection and handling of Personal Data;
  - 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:

- 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;
  - the Data Subject has enforceable rights and effective legal remedies;
  - 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
  - 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
- 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.
- o 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:
    - receives a Data Subject Access Request (or purported Data Subject Access Request);
    - receives a request to rectify, block or erase any Personal Data;
    - receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
    - receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data Processed under the Contract;
    - 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
    - becomes aware of a Personal Data Breach.
  - o 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.
  - o 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:

- the Controller with full details and copies of the complaint, communication or request;
  - 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;
  - the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;
  - assistance as requested by the Controller following any Personal Data Breach; and/or
  - 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.
- o 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:
- the Controller determines that the Processing is not occasional;
  - 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
  - the Controller determines that the Processing is likely to result in a risk to the rights and freedoms of Data Subjects.
- o The Processor shall allow for audits of its Data Processing activity by the Controller or the Controller's designated auditor.
- o The Parties shall designate a Data Protection Officer if required by the Data Protection Legislation.
- o Before allowing any Subprocessor to Process any Personal Data related to the Contract, the Processor must:
- notify the Controller in writing of the intended Subprocessor and Processing;
  - obtain the written consent of the Controller;
  - 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
  - provide the Controller with such information regarding the Subprocessor as the Controller may reasonably require.
- o The Processor shall remain fully liable for all acts or omissions of any of its Subprocessors.
- o 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).

- o 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**

- o 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**

- o 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.
- o 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.
- o 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.
- o 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.
- o The Parties shall only provide Personal Data to each other:
  - to the extent necessary to perform their respective obligations under the Contract;
  - 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
  - where it has recorded it in Annex 1 (*Processing Personal Data*).
- o 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.

- o 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.
- o 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”**):
  - 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
  - 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:
    - 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
    - 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.
- o 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:
  - do all such things as reasonably necessary to assist the other Party in mitigating the effects of the Personal Data Breach;
  - implement any measures necessary to restore the security of any compromised Personal Data;
  - 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
  - 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.

- o 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*).
- o 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*).
- o 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.

1.1.1.1 The contact details of the Relevant Authority's Data Protection Officer are: [REDACTED]

1.1.1.2 The contact details of the Supplier's Data Protection Officer are: [REDACTED]

1.1.1.3 The Processor shall comply with any further written instructions with respect to Processing by the Controller.

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

Description	Details
Identity of Controller for each Category of Personal Data	<p><b>The Parties are Independent Controllers of Personal Data</b></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"> <li>● Business contact details of Supplier Personnel for which the Supplier is the Controller,</li> <li>● 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</li> </ul>
Duration of the Processing	For the duration of the Framework Contract plus 7 years
Nature and purposes of the Processing	<p>The nature of the Processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) etc.</p> <p>The purpose might include: employment processing, statutory obligation, recruitment assessment etc]</p>
Type of Personal Data	<ul style="list-style-type: none"> <li>● Full name</li> <li>● Workplace address</li> <li>● Workplace Phone Number</li> <li>● Names</li> <li>● Job Title</li> <li>● Compensation</li> </ul>

	<ul style="list-style-type: none"> <li>• Tenure Information Qualifications or Certificate</li> <li>• Nationality</li> <li>• Education and Training History</li> <li>• Personal Interests</li> <li>• References and referee details</li> <li>• National Insurance Number</li> <li>• Bank statement</li> <li>• Utility bills</li> <li>• Job title or role</li> <li>• Job application details</li> <li>• Start date</li> <li>• End date and reason for termination</li> <li>• Contract type</li> <li>• Compensation data</li> <li>• Photographic Facial Image</li> <li>• Biometric data</li> <li>• Birth certificates</li> <li>• IP address</li> <li>• Details of physical and Psychological health or medical condition</li> <li>• Next of kin &amp; emergency contact details</li> <li>• Record of absence, time tracking &amp; annual leave</li> </ul>
<p>Categories of Data Subject</p>	<p>Staff (including volunteers, agents, and temporary workers), customers/ clients, suppliers, patients, students / pupils, members of the public</p>
<p>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>	<p>For the duration of the Framework Contract plus 7 years</p>