

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

## Order Form

CALL-OFF REFERENCE: C297029

THE BUYER: The Secretary of State for Health and Social Care,  
acting as part of the Crown

BUYER ADDRESS Department for Health and Social Care (DHSC),  
39 Victoria Street, London, SW1H 0EU

THE SUPPLIER: DLA Piper UK LLP

SUPPLIER ADDRESS: 160 Aldersgate Street, London EC1 4HT

REGISTRATION NUMBER: OC307847

DUNS NUMBER: 73-862-3557

### APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 5<sup>th</sup> August 2024.

It's issued under the Framework Contract with the reference number Legal Services Panel RM6179 for the provision of legal advice and services.

### CALL-OFF LOT(S):

Lot 2 – Finance and Complex Legal Services

### 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 including the Call-Off Special Terms and Call-Off Special Schedules.
2. Joint Schedule 1(Definitions and Interpretation) RM6179
3. Framework Special Terms

4. The following Schedules in equal order of precedence:

- Joint Schedules for RM6179
  - Joint Schedule 2 (Variation Form)
  - Joint Schedule 3 (Insurance Requirements)
  - Joint Schedule 10 (Rectification Plan)
  - Joint Schedule 11 (Processing Data)
- Call-Off Schedules for **C297029**
  - Call-Off Schedule 1 (Transparency Reports)
  - Call-Off Schedule 2 (Staff Transfer)
  - Call-Off Schedule 3 (Continuous Improvement)
  - Call-Off Schedule 7 (Key Supplier Staff)
  - Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
  - Call-Off Schedule 20 (Call-Off Specification)
  - Call-Off Schedule 24 (Special Schedule)

5. CCS Core Terms (version 3.0.11)

6. Joint Schedule 5 (Corporate Social Responsibility) RM6179

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 SPECIAL TERMS

The following Special Terms are incorporated into this Call-Off Contract:

None

CALL-OFF START DATE: **5 August 2024**

CALL-OFF EXPIRY DATE: The last day of the Call-Off Initial Period or if extended, the Call-Off Extension Period.

CALL-OFF INITIAL PERIOD: the earlier of completion of Deliverables or 11 weeks after the Call-Off Start Date

CALL-OFF OPTIONAL EXTENSION PERIOD: The Buyer may at its discretion extend the Call-Off Contract to allow for completion of the Deliverables.

#### CALL-OFF DELIVERABLES

The Buyer is entitled to 2 hours of free initial consultation and legal advice with each Order in accordance with Paragraph 5.2 of Framework Schedule 1 (Specification).

See details in Call-Off Schedule 20 (Call-Off Specification)

## MANAGEMENT OF CONFLICT OF INTEREST

Nothing additional to the CCS Core Terms (Version 3.0.11)

## CONFIDENTIALITY

Nothing additional to the CCS Core Terms (Version 3.0.11)

## IPR

Clause 9 (IPRs) assigns all IPRs in the outputs from the Deliverables to the Supplier, with a licence from the Supplier to the Buyer to use, transfer and sub-licence such rights.

## MAXIMUM LIABILITY

Redacted in Line with Section 43 of FOIA

## CALL-OFF CHARGES

The Charges for the Deliverables, including pricing mechanism and unit on an:

- (a) **Hourly Rate**; (b) Capped Price; (c) Fixed Price; and/or (d) any combination of the above for the applicable grades being used, or (e) any other fee arrangement.

Supplier			
DLA Piper UK LLP			
Band 1 (Partner)	Band 2 (Legal Director)	Band 3 (Senior Solicitor, Senior Associate)	Band 4 (Solicitor, Associate)
£ Redacted in Line with	£ Redacted in Line with	£ Redacted in Line with	£ Redacted in Line with
Band 5 (NQ Solicitor / Associate, Junior Solicitor / Associate)	Band 6 (Trainee)	Band 7 (Paralegal, legal assistant)	Legal Project Manager (if applicable)
£ Redacted in Line with	£ Redacted in Line with	£ Redacted in Line with	£ Redacted in Line with

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The Estimate of Charges for the Deliverables is attached to the Order form at Annex 1 (Supplier's Estimate) and Annex 2 (Subcontractor's Estimate).

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:

- Indexation
- Specific Change in Law

### VOLUME DISCOUNTS

Where the Supplier provides Volume Discounts, the applicable percentage discount (set out in Table 2 of Annex 1 of Framework Schedule 3 (Framework Prices)) shall automatically be applied by the Supplier to all Charges it invoices regarding the Deliverables on and from the date and time when the applicable Volume Discount threshold is met and in accordance with Paragraphs 8, 9 and 10 of Framework Schedule 3.

Threshold 1	Threshold 2	Threshold 3
Redacted in Line with Section 43 of FOIA	Redacted in Line with Section 43 of FOIA	Redacted in Line with Section 43 of FOIA

### REIMBURSABLE EXPENSES

None

### DISBURSEMENTS

The Disbursements as estimated in Annex 2 to this Order Form, in relation to financial advice provided by the subcontractor required for the Deliverables [Redacted in Line] are Payable. The Supplier shall monitor the subcontractor's WIP and notify the Buyer promptly as soon as it becomes aware if the estimate may need to increase.

### ADDITIONAL TRAINING CHARGE

Not applicable.

### SECONDMENT CHARGE

If a Secondment requirement arises during the Contract Period, it can be dealt with using the Variation Procedure and Joint Schedule 2 (Variations)

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### PAYMENT METHOD

Invoice to be rendered at completion of the Call-Off Initial Period.

### BUYER'S INVOICING ADDRESS:

Accounts Payable

Redacted in Line with Section 43 of FOIA

Department for Health and Social Care (DHSC), 39 Victoria Street, London, SW1H 0EU

Draft invoices to be submitted for approval to Redacted in Line with Section 43 of FOIA (as required).

Please also copy to Redacted in Line with Section 43 of FOIA for budget tracking purposes.

Draft invoices will be shared with DHSC clients for their approval by Redacted in Line with Section 43 of FOIA. Redacted in Line with Section 43 of FOIA lawyers to be consulted as required.

Final invoices, once approved, to be submitted (in PDF) as above bearing a valid PO number. Any invoice submitted without a PO number will not be paid.

### BUYER'S AUTHORISED REPRESENTATIVE

Redacted in Line with Section 43 of FOIA

Senior Lawyer (Commercial Law Group)

Redacted in Line with Section 43 of FOIA

Redacted in Line with Section 43 of FOIA

Redacted in Line with Section 43 of FOIA

Lawyer (Commercial Law Group)

Redacted in Line with Section 43 of FOIA

Redacted in Line with Section 43 of FOIA

Senior Lawyer (DHSC Legal Advisers)

Redacted in Line with Section 43 of FOIA

Redacted in Line with Section 43 of FOIA

Redacted in Line with Section 43 of FOIA

Lawyer (DHSC Legal Advisers)

Redacted in Line with Section 43 of FOIA

Redacted in Line with Section 43 of FOIA

Senior Policy Advisor- Market Oversight (DHSC)

Redacted in Line with Section 43 of FOIA

Redacted in Line with Section 43 of FOIA

Redacted in Line with Section 43 of FOIA

Head of Market Oversight (DHSC)

Redacted in Line with Section 43 of FOIA

Redacted in Line with Section 43 of FOIA

Head of Market Oversight, Risk and Contingencies (DHSC)

Redacted in Line with Section 43 of FOIA

Redacted in Line with Section 43 of FOIA

Head of Market Oversight, Risk and Contingencies (DHSC)

Redacted in Line with Section 43 of FOIA

Redacted in Line with Section 43 of FOIA

BUYER'S ENVIRONMENTAL POLICY

Available on request

BUYER'S SECURITY POLICY

Available on request

BUYER'S ICT POLICY

Available on request

## SUPPLIER'S AUTHORISED REPRESENTATIVE

Redacted in Line with Section 43 of FOIA

Partner

Redacted in Line with Section 43 of FOIA

## SUPPLIER'S CONTRACT MANAGER

Redacted in Line with Section 43 of FOIA

Legal Director

Redacted in Line with Section 43 of FOIA

## PROGRESS REPORT

- WIP (costs incurred to date with associated narratives including disbursements) to be sent at the beginning of the week (covering WIP to the end of the previous week).
- Update on how the work is progressing against agreed timescales
- Any blockers (actual or anticipated)
- Any information required from DHSC clients or from GLD

## PROGRESS REPORT FREQUENCY

Weekly

## PROGRESS MEETINGS AND PROGRESS MEETING FREQUENCY

Meetings between the Supplier, Buyer and GLD to take place as required at such times as may be agreed between the Parties acting reasonably.

## KEY STAFF

Redacted in Line with Section 43 of FOIA

Partner

Redacted in Line with Section 43 of FOIA

Redacted in Line with Section 43 of FOIA

Legal Director

Redacted in Line with Section 43 of FOIA

Redacted in Line with Section 43 of FOIA

Associate

Redacted in Line with Section 43 of FOIA

## KEY SUBCONTRACTOR

Not applicable

## COMMERCIALLY SENSITIVE INFORMATION

Supplier's Commercially Sensitive Information (as detailed in Joint Schedule 4 (Commercially Sensitive Information)).

## SERVICE CREDITS

Not applicable

## ADDITIONAL INSURANCES

Not applicable

## GUARANTEE

There is a guarantee of the Supplier's performance provided for all Call-Off Contracts entered under the Framework Contract

## SOCIAL VALUE COMMITMENT

Not applicable

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:	Redacted in Line with Section 43 of FOIA	Signature:	Redacted in Line with Section 43 of FOIA
Name:	Redacted in Line with Section 43 of FOIA	Name:	Redacted in Line with Section 43 of FOIA
Role:	Partner	Role:	Commercial Manager
Date:	5 August 2024	Date:	5 August 2024

## Annex 1 - Supplier's Estimate



Redacted in Line with Section 43 of FOIA

## Annex 2 – Subcontractor Redacted in Line with Section 43 of FOIA Estimate

I note from your e-mail that you are to provide advice on the general criteria and factors DHSC need to consider around passporting and how they specifically apply to the Companies detailed in your e-mail (initially Redacted in Line with Section 43 of FOIA).

As such, it would appear you will need to undertake your work to assess the criteria and factors before it is possible to agree our scope of works.

However, when arriving at our fee quote we have considered that the areas that will be assessed will include the below (using information provided by the Companies and publicly available information).

- Any cross-guarantees, indemnities, or other contingent liabilities across the Companies;
- The nature, volume, and terms of intercompany transactions for the previous 12 months;
- Management charges between the Companies;
- Intercompany indebtedness as at [date];
- Any common sources of income;
- Any common suppliers and costs;
- The composition of any central costs;
- The cash flow and liquidity interdependencies, including centralised treasury functions or cash pooling arrangements;
- Banking arrangements; and
- Lending facilities (secured and unsecured).

Please let me know if there are any other significant areas that will it be necessary to consider.

Fee quote

Redacted in Line with Section 43 of FOIA

Description		Unit	Rate	Amount
[Redacted]		[Redacted]	[Redacted]	[Redacted]
[Redacted]		[Redacted]	[Redacted]	[Redacted]
[Redacted]		[Redacted]	[Redacted]	[Redacted]
[Redacted]		[Redacted]	[Redacted]	[Redacted]
[Redacted]		[Redacted]	[Redacted]	[Redacted]
[Redacted]		[Redacted]	[Redacted]	[Redacted]
[Redacted]		[Redacted]	[Redacted]	[Redacted]
[Redacted]		[Redacted]	[Redacted]	[Redacted]
[Redacted]		[Redacted]	[Redacted]	[Redacted]

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**Joint Schedules**

Redacted in Line with Section 43 of FOIA  
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**Call Off Schedules**

Redacted in Line with Section 43 of FOIA  
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## 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 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

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;

## Joint Schedule 11 (Processing Data)

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- (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.
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 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

## Joint Schedule 11 (Processing Data)

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- UK 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; 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;

## **Joint Schedule 11 (Processing Data)**

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- (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
  - (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).

## **Joint Schedule 11 (Processing Data)**

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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.

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.



## **Joint Schedule 11 (Processing Data)**

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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*).
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.

- 1.1 The contact details of the Relevant Authority's Data Protection Officer is: Redacted in Line with Section 43 of FOIA.
- 1.2 The contact details of the Supplier's Data Protection Officer is Redacted in Line with Section 43 of FOIA.
- 1.3 The Processor shall comply with any further written instructions with respect to Processing by the Controller.
- 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 Relevant Authority is Controller and the Supplier is Processor</b></p> <p>The Parties acknowledge that in accordance with paragraph 3 to paragraph 16 and for the purposes of the Data Protection Legislation, the Relevant Authority is the Controller and the Supplier is the Processor of the following Personal Data:</p> <ul style="list-style-type: none"><li>Personal Data incidental to the performance of the services</li></ul> <p><b>The Supplier is Controller and the Relevant Authority is Processor</b></p> <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 Buyer Personnel for which the Buyer is the Controller</li></ul>
Duration of the Processing	The duration of the call off stated in the Order Form.

**Joint Schedule 11 (Processing Data)**

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Nature and purposes of the Processing	Processing of personal data only incidental to the provision of regulated legal services.
Type of Personal Data	Name, email address, telephone number
Categories of Data Subject	Staff of the Buyer and of Government Legal Department (including volunteers, agents, and temporary workers)
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 minimum period required for insurance/regulatory purposes.

**Annex 2 - Joint Controller Agreement – Not Used**